



**CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 28, 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

- A. Swearing-in of Corporal Aly Mustain
[Aly Mustain Oath of Office.docx](#)
- B. Proclamation Declaring May 4-10, 2025, Professional Municipal Clerks Week in Marysville
[PROCLAMATION Municipal Clerks Week 2025.pdf](#)

Public Comment

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

- 1. April 7, 2025, City Council Work Session Minutes
[CC 04072025.docx](#)
- 2. Approval of April 14, 2025, City Council Meeting Minutes
[CC 04142025.docx](#)

Consent

3. April 9, 2025, Claims in the Amount of \$4,749,744.76 Paid by EFT Transactions and Check Numbers 176940 through 177123
[040925.rtf](#)
4. April 10, 2025, Payroll in the Amount of \$2,065,348.67 Paid by EFT Transactions and Check Numbers 35630 through 35644
5. April 16, 2025, Claims in the Amount of \$1,302,749.27 Paid by EFT Transactions and Check Numbers 177124 through 177265 with Check Number 176309 Voided
[041625.rtf](#)

Review Bids

6. Contract Award - 2025 Pavement Preservation Project
Recommended Motion: I move to authorize the Mayor to sign and execute the 2025 Pavement Preservation Project contract with Reece Construction Company in the amount of \$2,318,639.95 and approve a management reserve of \$231,864.00 for a total allocation of \$2,550,503.95.
[T2501_Vicinity Map.pdf](#)
[TS2501 2025 PPP Bid Tab.pdf](#)
[T2501_Draft Contract_Reece.pdf](#)

Public Hearings

7. An **Ordinance** Adopting the 2025-2029 Community Development Block Grant Consolidation Plan
Recommended Motion: I move to adopt Ordinance No._____.
[Executive Summary.pdf](#)
[ORD-CDBG 2025-2029 ConPlan.docx](#)

New Business

8. A **Resolution** Amending the City's Personnel Rules
Recommended Motion: I move to adopt Resolution No._____.
[Resolution_ - _Amending_Personnel_Rules.pdf](#)
[Policy 5.1 - Workweek and Timesheets.pdf](#)
[Policy 5.5 - Alternative Work Schedule.pdf](#)
[Policy 5.6 - Remote Work.pdf](#)
9. Contract with CML Security, LLC for Four Jail Housing Pod Mezzanine Mesh Jump Barriers
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with CML Security for mezzanine barrier additions to the four housing pods in the Marysville Jail in the amount of \$465,986.00.
[CML Security - Jump Barrier.pdf](#)
[Marysville Mezzanine Mesh Jump Barrier Sole Source Letter.pdf](#)
[Sole Source Justification.pdf](#)

10. Local Agency Agreement and State Funds Project Prospectus with WSDOT for the Cascade Elementary – 100th St NE (52nd Dr NE to 55th Ave NE) Safe Routes to School Project
I move to authorize the Mayor to sign and execute the Local Agency Agreement and State Funds Project Prospectus to obligate funds for the construction phase for the Cascade Elementary – 100th St NE SRTS project.
[R2104_140-087_LPSFA.pdf](#)
[R2104-140-052 Prospectus.pdf](#)
11. Project Acceptance - SR 531/172nd St NE Shoulder Improvements
Recommended Motion: I move to authorize the Mayor to accept the SR 531/172nd St NE Shoulder Improvements project, starting the 60-day lien filing period for the project closeout.
[Notice of Physical Completion.pdf](#)
12. Project Acceptance - 2024 Pavement Preservation Project
Recommended Motion: I move to authorize the Mayor to accept the 2024 Pavement Preservation Project, starting the 60-day lien filing period for the project closeout.
[Notice of Physical Completion.pdf](#)
13. Project Acceptance - Sunnyside Blvd and 52nd St NE Intersection Improvement Project
Recommended Motion: I move to authorize the Mayor accept the Sunnyside Blvd and 52nd ST NE Intersection Improvement project, starting the 60-day lien filing period for the project closeout.
[Physical Completion Letter_2025-03-20.pdf](#)
14. 2024 Transportation Benefit District (TBD) Annual Report
Recommended Motion: I move to approve the 2024 Transportation Benefit District (TBD) Annual Report
[2024 TBD Annual Report Letter Final.pdf](#)
[TBD_Snapshot.pdf](#)
15. RCO Grant - Deed of Right for 4922 61st St NE - Ebey Waterfront Trail Acquisition, RRG Trails #20-1721
Recommended Motion: I move to authorize the Mayor to sign and execute the Deed of Right to Use Land for Public Outdoor Recreation Purposes for the Ebey Waterfront Trail Property.
[Deed of Right - Ebey Waterfront Trail Property.pdf](#)
[RCO Grant Agreement.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene**Adjournment**

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Corporal Aly Mustain

SUGGESTED ACTION:

SUMMARY: Police Officer Aly Mustain has been promoted to the rank of Corporal. We are asking that Mayor Jon Nehring swear her in to this new position with the Marysville Police Department.

ATTACHMENTS:

[Aly Mustain Oath of Office.docx](#)



MARYSVILLE POLICE DEPARTMENT
An Accredited Agency
ERIK SCAIRPON, CHIEF OF POLICE



Police Corporal
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

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

Signed this 28th day of April, 2025.

Aly Mustain
Police Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring May 4-10, 2025, Professional Municipal Clerks Week in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Municipal Clerks Week 2025.pdf](#)

PROCLAMATION

Declaring May 4-10, 2025, Professional Municipal Clerks Week in Marysville

WHEREAS, the Office of the Professional Municipal Clerk is a time-honored and vital part of local government that exists throughout the world and is among the oldest of public servants; and

WHEREAS, municipal clerks provide the professional link between citizens, local governing bodies and agencies of government at other levels; and

WHEREAS, municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, our City Clerk's office serves as the information center on functions of city government and community; and

WHEREAS, professional municipal clerks continually strive to improve the administration of their duties through participation in education programs, seminars, workshops and meetings of their professional organizations.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim May 4-10, 2025, as

PROFESSIONAL MUNICIPAL CLERKS WEEK

in the City of Marysville in appreciation for our City Clerks, the vital services they perform and their dedication to our city.

Under my hand and seal this twenty-eighth day of April, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: April 7, 2025, City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 04072025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Work Session Minutes

April 7, 2025

Call to Order

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

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

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Senior
Planner Emily Morgan, Finance Director Jennifer Ferrer-Santa Ines, IT
Director Stephen Doherty, Systems and Database Analyst Will Kaiser, Parks
& Recreation Director Tara Mizell, Communications Manager Connie Mennie,
Assistant Police Chief Lawless, Principal Planner Angela Gemmer, Asst.
Planner Kathryn Bird

Excused: Councilmember Norton

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

VOTE: Motion carried 6 - 0

Approval of the Agenda

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

VOTE: Motion carried 6 - 0

Presentations

- A. Proclamation Declaring April 21-25, 2025, Community Development Week in Marysville

PROCLAMATION Community Development Week 2025.pdf

Mayor Nehring read the proclamation into the record.

- B. Strategies 360 Legislative Update

Stephanie Wright from Strategies 360 made a presentation regarding legislative updates.

Discussion Items

- 1) Middle Housing and Accessory Dwelling Unit Code Amendments

Middle Housing and ADU memo and code amendments

Principal Planner Gemmer and Director Miller made the presentation regarding Middle Housing and Accessory Dwelling Unit Code Amendments. Director Miller reviewed major Middle Housing requirements, major transit stops, and a summary of "Batch 1" amendments. Principal Planner Gemmer reviewed details about the amendments including new unit types, definitions of unit lot subdivisions and density, units per net acre vs. unit per lot, consolidation of four existing single family zones into Neighborhood Residential, and a comparison of single family zones,

Clarification questions and answers followed regarding future SWIFT bus routes, impacts to Stevens PRD, and legal nonconforming lots.

- Staff asked Council what lot size they would be most comfortable with for standard subdivisions and PRDs:
- Councilmember Richards stated that his biggest concern is PRDs. He thinks they should consider making them the same as others, possibly 6,000 sf.
- Councilmember Muller expressed concern about being too restrictive with lot sizes because of the impact it might have on growth targets, single family homes, affordability. He requested more time to digest this information.
- Mayor Nehring suggested providing Council with the information about what the maximum lot size they could use and still meet all the targets. They can always go down from there. Principal Planner Gemmer noted that some middle housing

was already built into the land analysis. There was significant discussion about lot sizes and potential housing configurations.

- Councilmember Condyles commented that right now there is not really a market for duplexes. He agreed with Councilmember Muller about the lot sizes. He thinks they will see more ADUs in the future.

Ms. Gemmer suggested they could do a modest increase to try to moderate some of the potential impacts and come back with more information. She reviewed other proposed changes as discussed with the Planning Commission. Director Miller reviewed next steps. She summarized that staff will look at some calculations with lot sizes.

2. [Introduction of Proposed Code Amendment Regarding Forest Practice Permits](#)

[PC Recommendation](#)

[CC Introduction Memo with Draft Amendment](#)

[DRAFT Ordinance](#)

Senior Planner Emily Morgan introduced this item. She noted this would allow the City to process these applications rather than going through DNR. Clarification questions and answers followed. This will come back on the agenda for consideration next week.

3. [2025-2029 Community Development Block Grant \(CDBG\) Consolidated Plan and 2025 Annual Action Plan \(AAP\)](#)

[DRAFT 2025-2029 Con Plan Draft for 30-Day Comment.pdf](#)

[DRAFT ORD-CDBG 2025-2029 ConPlan.docx](#)

[Executive Summary.pdf](#)

Asst. Planner Kathryn Bird presented the Consolidated Plan and 2025 Annual Action Plan. There were no comments or questions.

Approval of Minutes

Consent

Review Bids

Public Hearings

New Business

Legal

Mayor's Business

Mayor Nehring:

- He and Jennifer Stapleton are working with Pinnacle and are hoping to have some kind of report by May.
- There is a ribbon cutting at 9:30 a.m. tomorrow for the new car wash on 116th.
- He thanked Haylie Miller for her service, noting it was her last meeting with the City. He commended her work and noted it has been a pleasure to have her with the City. He wished her well in her new ventures.

Staff Business

Director Miller expressed appreciation to everyone for the opportunity to work in Marysville. She has loved working here and will miss everyone and the city. She discussed achievements Community Development has made in the past four years and thanked them for their great work.

City Attorney Walker stated the need for an Executive Session for one item to review the qualifications of an applicant for public employment for five minutes with action expected.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- Snohomish County Tomorrow met last week and got updates from PSRC; discussed adding the Port of Everett and Port of Edmonds as members; had a presentation from County Council members on their daycare ordinances; and discussed PSRC's 2023 Household Travel Survey. He encouraged everyone to take a look at the survey which has a lot of interesting information.
- Last month Marysville's water tower was approved to be on the County Register of Historic Places. Thanks to Emily Morgan from Community Development for helping with that. The next step will be to get that on the National Register.
- It's been a pleasure working with Haylie Miller both on Council and at his day job. He commended Director Miller for her work with the City. He praised her great accomplishments over the past four years.

Councilmember James:

- Thanks to Haylie Miller for her service. He agreed that they have the best Community Development department, in part because of her.
- He reported that he attended a conference in Orlando with the Fire Board.

Councilmember King wished Haylie Miller good luck and encouraged her to come back and visit.

Council President Stevens:

- He reported on the Economic Development Committee meeting tonight. HASCO gave a presentation on the challenges and opportunities for developing affordable housing in Snohomish County.
- He congratulated Haylie Miller for her leadership and the rest of the team for their accomplishments. He agreed that he often hears how pleasant Marysville's Community Development department is to work with.

Councilmember Richards congratulated Haylie Miler and said she would be missed.

Councilmember Muller:

- He commended Haylie Miller for her wonderful accomplishments. He thanked Community Development staff for their great presentations tonight.
- He asked if the sidewalks out front would be completed by summer. Director Mizell replied that they would.
- He reported on Puget Sound Business Journal's article about Marysville's Gravitics landing a Space Force deal worth up to \$60 million.

Adjournment/Recess

Council recessed at 8:46 p.m. for seven minutes before reconvening at 8:53 p.m. in the Executive Session

Executive Session

Council entered Executive Session at 8:53 p.m. for five minutes to discuss one item, review qualifications of applicant for public employment, with action expected.

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

Reconvene

The regular meeting reconvened at 8:58 p.m.

Motion to authorize the Mayor to sign and execute the Agreement with GMP Consultants for services of an Interim Community Development Director at the rate of \$139/hour and to sign and execute an Agreement with the Interim CD Director for mileage and temporary housing moved by Councilmember Muller seconded by Council President Stevens.

VOTE: Motion carried 6 - 0

Adjournment

Motion to adjourn the meeting moved by Council President Stevens seconded by Councilmember James.

VOTE: Motion carried 6 - 0

The meeting was adjourned at 9:00 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: Approval of April 14, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 04142025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
Minutes
April 14, 2025**

Call to Order

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

Invocation

Pastor Aaron Thompson of Marysville Foursquare gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, Deputy City Attorney Burton Eggertsen, Communications Manager Connie Mennie, Parks & Recreation Director Tara Mizell, Senior Planner Emily Morgan, IT Director Stephen Doherty, Asst. Chief Jim Lawless, Finance Director Jennifer Ferrer-Santa Ines, Fire Chief Vander Pol, Interim Community Development Director Jeff Wilson

Jeff Wilson was introduced as Interim Community Development Director.

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Norton seconded by Councilmember Condyles.

AYES: ALL

Presentations

- A. Proclamation Declaring April 21-25, 2025, Work Zone Awareness Week in Marysville

PROCLAMATION Work Zone Awareness Week 2025.pdf

Mayor Nehring read the proclamation into the record.

Public Comment

Vee Gilman, 7024 57th Drive NE, Marysville, WA 98270, and Riley spoke on behalf of Marysville Pride. They are putting together Marysville's first Pride event on June 14 at Asbury Field. They are also working on other events in the community.

John Snow, 98271, spoke to urge Marysville to treat municipal broadband internet as an essential utility in Marysville. He spoke to its value in every area of people's lives from business to education to public safety. Making it a public utility makes fast and reliable internet services more accessible. He recommended studying how other communities have worked to advance municipal broadband.

Approval of Minutes

1. March 17, 2025, Special Meeting Minutes

CC 03172025.docx

Motion to approve the March 17, 2025, Special Meeting Minutes moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

2. March 24, 2025, City Council Meeting Minutes

CC_03242025.docx

Motion to approve the March 24, 2025, City Council Meeting Minutes moved by Councilmember James seconded by Council President Stevens.

AYES: ALL

Consent

3. March 10, 2025, Misc. Payroll in the Amount of \$(41.01) Paid by Check Numbers 35603 through 35605 with Check Numbers 143463, 35595, 35597 Voided

4. March 18, 2025, Misc. Payroll in the Amount of \$27,463.22 Paid by EFT Transactions and Check Numbers 35606 through 35607
5. March 19, 2025, Claims in the Amount of \$1,561,860.41 Paid by EFT Transactions and Check Numbers 176445 through 176634

031925.rtf

6. March 25, 2025, Payroll in the Amount of \$2,623,152.81 Paid by EFT Transactions and Check Numbers 35608 through 35622
7. March 26, 2025, Claims in the Amount of \$674,780.02 Paid by EFT Transactions and Check Numbers 176635 through 176786 with Check Numbers 176389 and 176486 Voided

032625.rtf

8. March 27, 2025, Misc. Payroll in the Amount of \$757.04 Paid by EFT Transactions and Check Number 35629
9. March 28, 2025, Misc. Payroll in the Amount of \$77,995.96 Paid by EFT Transactions and Check Numbers 35623 through 35628
10. April 2, 2025, Claims in the Amount of \$1,563,836.96 Paid by EFT Transactions and Check Numbers 176787 through 176939 with Check Number 175773 Voided

040225.rtf

Motion to approve Consent Agenda items 3-10 moved by Councilmember Condyles seconded by Councilmember Richards.

AYES: ALL

Review Bids

Public Hearings

New Business

11. Strawberry Festival Agreement for 2025 Festival

Final Strawberry Festival 2025.pdf

Councilmember King recused himself for this item.

Director Mizell reviewed details of the Special Event Permit for the Strawberry Festival.

Councilmember Richards expressed concern about the numerous events in a row where police services will be required. He suggested spacing out events in order to not overstretch staff. Director Mizell reviewed coordination with some other events to accommodate those concerns. Staff feels comfortable with the proposal.

Motion to approve the master permit for Strawberry Festival 2025 moved by Councilmember Norton seconded by Councilmember Condyles.

VOTE: Motion carried 6 - 0

RECUSED: Councilmember King

Councilmember King returned to the meeting after the vote.

12. [Snohomish County Human Services Grant 2025](#)

[A-25-75-03-200.pdf](#)

Director Mizell reviewed this grant they have had for over 20 years. It helps pay for clerical support at the senior center.

Motion to authorize the Mayor to sign and execute the Snohomish County Human Services Grant moved by Council President Stevens seconded by Councilmember King.

AYES: ALL

13. [SNO911 Interlocal Agreement Amendment](#)

[SNO911 Interlocal Agreement 2025 Updates 20250317.pdf](#)

[SNO911-ILA-Changes-Notification 20250328.pdf](#)

Asst. Chief Lawless reviewed the amendment to the current Interlocal Agreement. He noted it is a cost neutral amendment which addresses administrative changes.

Motion to authorize the Mayor to sign and execute the SNO911 interlocal agreement amendment moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

14. [Region 1 SWAT Interlocal Agreement](#)

[2025 Region 1 SWAT ILA_CompiledSignaturePages.pdf](#)

[Region 1 SWAT addendum 2_Add Marysville PD.pdf](#)

Asst. Chief Lawless reviewed the Region 1 SWAT Interlocal Agreement and answered clarification questions regarding staffing levels, equipment, other agencies that might

join in the future, potential impacts to patrol, criteria for team activation, liability risks, and frequency of events.

Motion to authorize the Mayor to sign and execute the interlocal agreement with Region 1 SWAT moved by Councilmember James seconded by Councilmember King.

AYES: ALL

15. [A Resolution Amending the Policy for The Investment of City Funds and Repealing Resolution 2542](#)

[Marysville_Investment_Policy_2025_Resolution_jw_edit_w_Policy.pdf](#)

[Investment Policy Update WAM fr 2 yrs to 2.5yrs.pdf](#)

Director Ferrer-Santa Ines reviewed this item regarding an update to the policy for the Investment of City Funds and modifying the weighted average maturity duration from two years to two and a half years, including housekeeping language changes.

Motion to adopt Resolution No. 2566 moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

16. [An Ordinance Declaring Public Use and Necessity for Land and Property to be Condemned for the Purpose of making Improvements to the Intersection at 67th Ave NE and 52nd St NE; and Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property and Payment from the Transportation Benefit District Fund and General Fund](#)

[Ordinance for Condemnation - 67th Ave NE and 52nd St NE.pdf](#)

Deputy City Attorney Eggertsen reviewed this item declaring public use and necessity for land and property to be condemned for the purpose of making improvements to the intersection of 67th Avenue NE and 52nd Street NE.

Councilmember Muller asked about timing. Deputy Director Eggertsen explained it depends but it can take nine months to a year.

Councilmember Condyles asked how many properties this involves. Deputy Director Eggertsen replied it is one property and they have made contact with the owner.

Motion to adopt Ordinance No. 3347 moved by Council President Stevens seconded by Councilmember King.

AYES: ALL

17. [An Ordinance Amending Chapter 22D.050 of the Municipal Code Regarding Forest Practices](#)

FINAL Ordinance - Forest Practices

PC Recommendation

Senior Planner Emily Morgan reviewed the proposed ordinance and responded to a question about staff review time.

Motion to adopt Ordinance No. 3348 moved by Councilmember King seconded by Councilmember James.

AYES: ALL

18. [Setting a Public Hearing for an Ordinance Adopting the 2025-2029 Community Development Block Grant Consolidated Plan Pursuant to Title 24 of the Code of Federal Regulations \(CFR\) Part 91](#)

[DRAFT 2025-2029 Con Plan Draft for 30-Day Comment.pdf](#)

[DRAFT ORD-CDBG 2025-2029 ConPlan.docx](#)

[Executive Summary.pdf](#)

Kathryn Bird reviewed this item.

Motion to set a public hearing on the 2025-2029 Community Development Block Grant Consolidated plan on April 28, 2025, moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

19. [Cooperative Agreement with WSDOT for Bridge Inspection Support](#)

[WSDOT_Bridge_Inspection_Agreement_-_Executed_by_Contractor.pdf](#)

Mayor Nehring reviewed this item.

Motion to authorize the Mayor to execute Washington State Department of Transportation Agreement GCC1133 moved by Councilmember Richards seconded by Council President Stevens.

AYES: ALL

20. [Local Agency Agreement and Prospectus with WSDOT for the 67th Ave NE \(Grove St to 88th St NE\) Project](#)

[67th Ave NE \(Grove St to 88th St NE\)_CN LAA_04-8-25.pdf](#)

[67th Ave NE \(Grove St to 88th St NE\)_CN Prospectus_04-8-25.pdf](#)

Mayor Nehring reviewed this item. Clarification questions and answers followed regarding the grinding provision and the cost.

Motion to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate construction funds for the 67th Ave NE (Grove St to 88th St NE) project moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

Legal

Mayor's Business

21. Appointment of Raymond Miller to the Community and Housing Development Citizen Advisory Committee

Appointment to CDBG - Miller.doc

Motion to approve the appointment of Raymond Miller to the Community and Housing Development Citizen Advisory Committee moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Staff Business

Interim Community Development Director Jeff Wilson introduced himself and reviewed his background.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He welcomed Director Wilson.
- He noted that several of them attended the ribbon cutting of Quack Car Wash which was fascinating.
- He had the opportunity to report a shopping cart that was on his street last week and was pleased to report that it was gone within 24 hours.
- He is looking forward to Strawberry Fest this year.

Councilmember James:

- He enjoyed the Quack Car Wash ribbon cutting.
- He attended the cold weather shelter event to honor their volunteers. It was nice to see the good work they have been doing.
- Welcome to Director Wilson.

Councilmember King:

- Welcome to Director Wilson.

- He also enjoyed the car wash ribbon cutting and getting to see their operation.
- He thanked the Council for approving the Strawberry Festival.
- He thanked Marysville Police and Fire for helping him deal with a sensitive situation.

Council President Stevens:

- He is looking forward to Strawberry Festival.
- Welcome to Director Wilson.

Councilmember Richards:

- Welcome to Director Wilson.
- Thanks to those who provided public input tonight.
- He wishes people would observe the signs about dogs not being allowed on the Strawberry Fields soccer fields.

Councilmember Muller:

- Welcome to Director Wilson.

Councilmember Norton:

- Welcome to Director Wilson.
- Thanks to everyone involved with MaryFest. She is looking forward to Strawberry Festival.

Adjournment

Motion to adjourn the meeting at 8:03 p.m. moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

The meeting was adjourned at 8:03 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: April 9, 2025, Claims in the Amount of \$4,749,744.76 Paid by EFT Transactions and Check Numbers 176940 through 177123

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[040925.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/9/2025 TO 4/9/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
176940	BOYD, RAE	NURSE SERVICE	DETENTION & CORRECTION	5,900.00
	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	45,150.00
176941	LICENSING, DEPT OF	DRIVING ABSTRACT - HODGE	PERSONNEL ADMINISTRATION	15.00
176942	LICENSING, DEPT OF	DRIVING ABSTRACT - PALITZ	PERSONNEL ADMINISTRATION	15.00
176943	LICENSING, DEPT OF	DRIVING ABSTRACT - EDWARDS	PERSONNEL ADMINISTRATION	15.00
176944	LICENSING, DEPT OF	DRIVING ABSTRACT - PIETSCH	PERSONNEL ADMINISTRATION	15.00
176945	LICENSING, DEPT OF	DRIVING ABSTRACT - BROWN	PERSONNEL ADMINISTRATION	15.00
176946	LICENSING, DEPT OF	DRIVING ABSTRACT - TAYLOR	PERSONNEL ADMINISTRATION	15.00
176947	LICENSING, DEPT OF	DRIVING ABSTRACT - JOHNSON	PERSONNEL ADMINISTRATION	15.00
176948	LICENSING, DEPT OF	DRIVING ABSTRACT - BLIZARD	PERSONNEL ADMINISTRATION	15.00
176949	US BANK	MARWAT14	ENTERPRISE D/S	217,650.00
	US BANK		ENTERPRISE D/S	
176950	911 SUPPLY INC.	UNIFORM - METTE	POLICE COMMUNITY	143.26
	911 SUPPLY INC.	BADGES	POLICE INVESTIGATION	346.95
	911 SUPPLY INC.	JUMPSUIT - STUVER	POLICE PATROL	464.91
	911 SUPPLY INC.	BADGES	POLICE PATROL	807.74
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	876.83
	911 SUPPLY INC.	BADGES	DETENTION & CORRECTION	1,100.00
	911 SUPPLY INC.	EARPIECES	POLICE PATROL	1,282.69
176951	ACEK9	OUTFITTING EQUIPMENT - PATROL CARS	ER&R	-519.80
	ACEK9		EQUIPMENT RENTAL	6,049.65
176952	AED INSTITUTE OF AMER	AED'S	POLICE PATROL	17,556.51
176953	ALL BATTERY SALES &	WINDSHIELD FLUID, SUPPLIES	SOLID WASTE OPERATIONS	65.47
	ALL BATTERY SALES &	HEADLAMPS	ER&R	82.68
	ALL BATTERY SALES &	WINDSHIELD WASHER FLUID	ER&R	179.98
176954	AMETSITSI, RHODA	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
176955	ARAMSCO	RPM'S, THERMOS	TRAFFIC CONTROL DEVICES	18,904.29
176956	ARG INDUSTRIAL	PARTS FOR RESERVOIR CLEANING	WATER RESERVOIRS	9.43
176957	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	39.90
176958	ASTOUND BUSINESS	LEASE, FIBER MAINTENANCE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
176959	BERG, ASHLEY	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
176960	BICKFORD FORD	GASKET, SPARK PLUGS - V047	EQUIPMENT RENTAL	52.15
	BICKFORD FORD	VALVE COVER - P167	EQUIPMENT RENTAL	102.41
	BICKFORD FORD	TIRES - V061	EQUIPMENT RENTAL	174.54
	BICKFORD FORD	BRAKE PADS, ROTORS - P206	EQUIPMENT RENTAL	239.37
	BICKFORD FORD	BRAKE ROTORS	ER&R	288.77
	BICKFORD FORD	BRAKE PADS, ROTORS	ER&R	420.03
	BICKFORD FORD	MICROPHONE CORDS	ER&R	786.35
	BICKFORD FORD	OUTFITTING PARTS - P227/P230	EQUIPMENT RENTAL	1,686.82
	BICKFORD FORD	EXHAUST PARTS - P172	EQUIPMENT RENTAL	1,892.96
	BICKFORD FORD	OUTFITTING PARTS - P231/P236	EQUIPMENT RENTAL	2,108.52
176961	BIO CLEAN, INC	CELL DECONTAMINATION	DETENTION & CORRECTION	492.30
	BIO CLEAN, INC	VEHICLE DECONTAMINATION	POLICE PATROL	492.30
176962	BOGGS, DARBI	WSNIA TRAINING SUMMIT	POLICE TRAINING-FIREARMS	351.50
176963	BRAATEN KARLI	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
176964	BUSELMEIER, RACHAEL	REFUND - BELLY DANCE	PARKS-RECREATION	60.00
176965	BUTTS, MEGAN	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
176966	CALLAHAN, KALEB	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
176967	CAMERON, BETTY	REFUND - MOTHER MARKET	PARKS-RECREATION	55.00
176968	CARSON-BLAKESLEY, VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	720.00

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176969	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	20,106.63
	CASCADE COLUMBIA		WASTE WATER TREATMENT	20,132.88
176970	CASCADE SIGNS & GRAP	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	2.26
176971	CATHOLIC COMMUNITY	SALARIES/WAGES/BENEFITS	COMMUNITY	537.72
176972	CENTRAL WELDING SUPP	FIRST AID KIT REPLACEMENTS	POLICE PATROL	18.50
	CENTRAL WELDING SUPP	GLOVES	ER&R	59.08
	CENTRAL WELDING SUPP		ER&R	108.57
	CENTRAL WELDING SUPP	LONG SLEEVE SHIRTS	ER&R	135.66
	CENTRAL WELDING SUPP		ER&R	135.66
	CENTRAL WELDING SUPP	GLOVES	ER&R	236.30
	CENTRAL WELDING SUPP	SHOVELS	ER&R	423.71
	CENTRAL WELDING SUPP	RAIN PANTS	ER&R	488.95
	CENTRAL WELDING SUPP	FIRST AID KIT REPLACEMENTS	CUSTODIAL SERVICES	499.24
176973	CHAMPION BOLT	CLEVIS PIN, BOLTS, DRILL BIT	EQUIPMENT RENTAL	156.18
176974	CHARM-TEX, INC.	GLOVES	GENERAL FUND	-169.01
	CHARM-TEX, INC.		DETENTION & CORRECTION	1,967.01
176975	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
176976	COCKING, MATHEW	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
176977	CODE PUBLISHING	WEB UPDATE MUNICIPAL CODE	CITY CLERK	617.02
176978	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	598.64
176979	COOPER, KYLIE	REFUND - SOCCER	PARKS-RECREATION	90.00
176980	CORE & MAIN LP	HYDRANT REPAIRS	HYDRANTS	483.90
	CORE & MAIN LP	HYDRANT REPAIR	HYDRANTS	5,305.37
176981	COUNTRY SUPPLIER	UNIFORM - MCCLEVE	CUSTODIAL SERVICES	118.14
	COUNTRY SUPPLIER	UNIFORM - THORNE	TRANSPORTATION	153.13
176982	CRYSTAL SPRINGS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	14.21
	CRYSTAL SPRINGS		WASTE WATER TREATMENT	177.44
176983	CUES	CAMERA REPAIR PARTS	SEWER MAIN COLLECTION	1,458.27
	CUES		STORM DRAINAGE	1,458.27
	CUES		STORM DRAINAGE	2,169.06
	CUES		SEWER MAIN COLLECTION	2,169.07
	CUES	CAMERA REPAIRS	SEWER MAIN COLLECTION	2,942.74
	CUES		STORM DRAINAGE	2,942.74
176984	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	50.00
176985	DEFREITAS, LUANA	REFUND - LINE DANCING	PARKS-RECREATION	20.00
176986	DELL	MDC DOCKS	IS REPLACEMENT ACCOUNTS	13,934.39
176987	DICKS TOWING	TOWING 25-13446	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-15500	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-16282	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-16618	POLICE PATROL	77.54
	DICKS TOWING		POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-16721	POLICE PATROL	77.54
	DICKS TOWING	TOWING P129	POLICE PATROL	77.54
	DICKS TOWING	TOWING P130	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 220	EQUIPMENT RENTAL	129.23
	DICKS TOWING	TOWING 220	EQUIPMENT RENTAL	129.23
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	1,365.51
176988	DOBBS PETERBILT	CREDIT FOR INV 026P68921	EQUIPMENT RENTAL	-2,175.82
	DOBBS PETERBILT	AIR/FUEL FILTERS	ER&R	374.52
	DOBBS PETERBILT	SEAT BELT KIT - J025	EQUIPMENT RENTAL	407.90
	DOBBS PETERBILT	OIL PAN, SEAL, GASKET, O-RING	EQUIPMENT RENTAL	1,224.26
	DOBBS PETERBILT	OIL PAN, GASKET - J065	EQUIPMENT RENTAL	2,175.82

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176989	DOUGLAS, LEE	DENTAL PROCEDURE	POLICE ADMINISTRATION	1,005.00
176990	E&E LUMBER	KEY	PARK & RECREATION FAC	4.23
	E&E LUMBER	CAULKING	GOLF ADMINISTRATION	10.70
	E&E LUMBER	AIRLIFT REPAIRS	WASTE WATER TREATMENT	16.69
	E&E LUMBER	KEY	MAINT OF GENL PLANT	16.94
	E&E LUMBER	HAMMER	WASTE WATER TREATMENT	50.30
	E&E LUMBER	OPERATING SUPPLIES	WASTE WATER TREATMENT	71.91
176991	EAGLE FENCE	REMOVE/REPLACE CHAIN FENCE	STORM DRAINAGE	1,907.10
	EAGLE FENCE		STORM DRAINAGE	2,548.97
176992	EAST JORDAN IRON WORK	SEWER CLEANOUT FRAME/COVER	SEWER MAIN COLLECTION	315.96
	EAST JORDAN IRON WORK	VALVE BOX	WATER DIST MAINS	726.73
176993	ECKEL, ADRIANA	REFUND - SOCCER	PARKS-RECREATION	100.00
176994	ECOLOGY, DEPT. OF	BIOSOLIDS PERMIT FEE	UTIL ADMIN	9,278.93
176995	EDMONDS, CITY OF	POLICE VEHICLES	EQUIPMENT RENTAL	410,000.00
176996	ENGBRECHT, KRISTIN	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
176997	ERICKSON, MATTHEW	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
176998	EVERETT TIRE & AUTO	TIRES	ER&R	2,472.38
176999	EVERETT, CITY OF	ANIMAL CARE	POLICE COMMUNITY	120.00
	EVERETT, CITY OF	ANIMALS TO SHELTER	POLICE COMMUNITY	6,180.00
177000	FARLEY, CHRISTOPHER	WSNIA TRAINING SUMMIT	POLICE TRAINING-FIREARMS	277.50
177001	FBI/LEEDA	TRAINING LAWRENSON	POLICE TRAINING-FIREARMS	795.00
177002	FEDEX	POSTAGE	WASTE WATER TREATMENT	26.05
177003	FELDMAN & LEE P.S.	PUBLIC DEFENSE - MARCH 2025	PUBLIC DEFENSE	13,230.00
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	49,770.00
177004	FERGUSON ENTERPRISES	AIR/VAC SEAL KIT	WATER DIST MAINS	763.61
177005	FIRST AMERICAN TITLE	TITLE REPORT	GMA - STREET	384.65
	FIRST AMERICAN TITLE		GMA - STREET	384.65
	FIRST AMERICAN TITLE		GMA - STREET	384.65
	FIRST AMERICAN TITLE		GMA - STREET	384.65
	FIRST AMERICAN TITLE		GMA - STREET	824.25
	FIRST AMERICAN TITLE		GMA - STREET	824.25
177006	FLOCK GROUP, INC	BUDGETED CAMERAS	POLICE ADMINISTRATION	34,461.00
177007	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	480.00
177008	FOUND THERAPY SERVIC	CONTRACT WELLNESS THERAPY	POLICE ADMINISTRATION	2,240.00
177009	FROULA ALARM SYSTEMS	PARTIAL REFUND - FIRE PERMIT	NON-BUS LICENSES AND	124.32
177010	GLASS FIX LLC	WINDSHIELD REPLACEMENT - 965	EQUIPMENT RENTAL	285.53
	GLASS FIX LLC	WINDSHIELD REPLACEMENT - V001	EQUIPMENT RENTAL	286.63
177011	GOBLE SAMPSON ASSOC	SODIUM HYPO PUMP HEADS	WASTE WATER TREATMENT	1,167.45
177012	GORDON TRUCK CENTER	COOLANT SURGE TANK HOSE - J046	EQUIPMENT RENTAL	18.79
	GORDON TRUCK CENTER	COOLANT SENSOR - J046	EQUIPMENT RENTAL	27.15
	GORDON TRUCK CENTER	DRAIN VALVES	ER&R	90.82
	GORDON TRUCK CENTER	DRAIN VALVES, ADAPTORS	ER&R	107.64
	GORDON TRUCK CENTER		ER&R	210.64
	GORDON TRUCK CENTER	COOLANT SURGE TANK - J046	EQUIPMENT RENTAL	328.10
177013	GOSSETT, SHAWNA	REIMBURSEMENT CERTIFICATION	COMMUNITY	100.00
177014	GRAINGER	RESERVOIR CONTROL VALVE REPAIR	WATER RESERVOIRS	85.21
	GRAINGER	PADS	ER&R	86.38
	GRAINGER	RESERVOIR CONTROL VALVE REPAIR	WATER RESERVOIRS	170.43
	GRAINGER	AIRLIFT REPAIR TUBING	WASTE WATER TREATMENT	229.77
	GRAINGER	RESTROOM FAN REPAIR	GOLF ADMINISTRATION	264.42
	GRAINGER	PAINT PENS, SPOTLIGHTS	ER&R	365.42
	GRAINGER	COMPOSITE PUMP TUBING	WASTE WATER TREATMENT	822.01

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177014	GRAINGER	ELECTROLYTE MIX, SUNSCREEN	MAINT OF GENL PLANT	912.27
	GRAINGER	BATTERIES, GLOVES, OIL PADS, BROOMS	ER&R	1,088.63
177015	GREENSHIELDS INDS	HOSE ASSEMBLY - J024	EQUIPMENT RENTAL	412.51
	GREENSHIELDS INDS	HYDRAULIC HOSE ASSEMBLY - J007	EQUIPMENT RENTAL	600.20
177016	GRIFFEN LAW OFFICE	PUBLIC DEFENSE/CONFLICT COUNCIL	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
177017	HALL, RAE ANN	REFUND - RENTAL DEPOSIT	GENERAL FUND	500.00
177018	HD FOWLER COMPANY	BRASS BUSHING, ELBOW	WATER SERVICES	100.51
	HD FOWLER COMPANY	LOCATE PAINT	ER&R	400.14
	HD FOWLER COMPANY	BRASS WATER SERVICE PARTS	ER&R	420.25
	HD FOWLER COMPANY	HYDRANT REPLACEMENT	HYDRANTS	4,878.20
177019	HEINKE, CLAIRE	REFUND - FOOT CARE	PARKS-RECREATION	35.00
177020	HOME DEPOT PRO	GLOVES	ROADSIDE VEGETATION	28.36
177021	HUNTER, KADINE	REFUND - SOCCER	PARKS-RECREATION	100.00
177022	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
177023	HUYLAR, ALEX	REFUND - SEW TOGETHER	PARKS-RECREATION	7.69
177024	INTERSTATE BATTERY	BATTERIES	ER&R	291.45
	INTERSTATE BATTERY		ER&R	652.61
177025	INTRADO LIFE & SAFET	E911 SERVICE	COMPUTER SERVICES	437.60
177026	J & B TOOLS, LLC	PLIERS, CORDLESS TOOLS	EQUIPMENT RENTAL	326.96
177027	JOHNSON, JOBY F	REIMBURSEMENT - PHONE CHARGER	POLICE COMMUNITY	50.30
177028	JP COOKE COMPANY, THE	ANIMAL LICENSE TAGS - LIFETIME	GENERAL FUND	-8.46
	JP COOKE COMPANY, THE		COMMUNITY	98.41
177029	KANEHEN, GREGORY	CHAPLAIN STIPEND - MAR 25	POLICE ADMINISTRATION	750.00
177030	KENDALL CHEVROLET	FUEL PUMP KIT	EQUIPMENT RENTAL	362.45
177031	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
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
177032	KNOT WORLDWIDE	MARKETING	RECREATION SERVICES	3,408.60
177033	KUSSY, KAREN	TUITION REIMBURSEMENT	PERSONNEL ADMINISTRATION	861.00
177034	LASTING IMPRESSIONS	BALL CAPS/EMBROIDERED LOGO'S	ER&R	1,797.02
177035	LAYTON TREE CONSULT	ARBORIST SERVICE	STORM DRAINAGE	279.05
177036	LES SCHWAB TIRE CTR	TIRE REPAIR - H020	EQUIPMENT RENTAL	65.48
	LES SCHWAB TIRE CTR	TIRE REPAIR - J067	EQUIPMENT RENTAL	153.15
	LES SCHWAB TIRE CTR	TIRES - A011	EQUIPMENT RENTAL	204.80
	LES SCHWAB TIRE CTR	TIRES/VALVE STEMS - W023	EQUIPMENT RENTAL	362.98
	LES SCHWAB TIRE CTR	FLAT TIRE REPAIR - H020	EQUIPMENT RENTAL	521.23
	LES SCHWAB TIRE CTR	TIRES - A011	EQUIPMENT RENTAL	606.53
	LES SCHWAB TIRE CTR	TIRES	ER&R	781.84
	LES SCHWAB TIRE CTR	TIRE - J031	EQUIPMENT RENTAL	957.82
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,042.45
	LES SCHWAB TIRE CTR	TIRES - J028	EQUIPMENT RENTAL	1,745.39
	LES SCHWAB TIRE CTR	TIRES	ER&R	2,658.35
	LES SCHWAB TIRE CTR		ER&R	2,734.54

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177037	LIBERTY TIRE RECY	TIRE DISPOSAL FEE	EQUIPMENT RENTAL	1,254.05
177038	LINSCOTT, ROBERT	REFUND - CONSTRUCTION INSPECTION	COMMUNITY DEVELOPMENT	500.00
177039	LOOMIS	ARMORED CAR SERVICE - DEC 24 INV	POLICE ADMINISTRATION	153.83
	LOOMIS		COMMUNITY	153.83
	LOOMIS		UTILITY BILLING	153.83
	LOOMIS		MUNICIPAL COURTS	153.83
	LOOMIS	ARMORED CAR SERVICE	UTILITY BILLING	207.33
	LOOMIS		POLICE ADMINISTRATION	207.34
	LOOMIS		COMMUNITY	207.34
	LOOMIS		MUNICIPAL COURTS	207.34
	LOOMIS		GOLF ADMINISTRATION	346.40
	LOOMIS	ARMORED CAR SERVICE - DEC 24 INV	GOLF ADMINISTRATION	346.40
177040	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	220.97
177041	MARYSVILLE, CITY OF	4123 71 ST NE	SUNNYSIDE FILTRATION	124.13
	MARYSVILLE, CITY OF	4202 59 DR NE	PARK & RECREATION FAC	204.66
	MARYSVILLE, CITY OF	4020 71 AVE NE	SUNNYSIDE FILTRATION	325.05
177042	MCLOUGHLIN & EARDLEY	SPOTLIGHT	ER&R	425.19
177043	MCMaster-CARR	NEODYMIUM MAGNET, STEEL CASE	WASTE WATER TREATMENT	248.63
177044	MOUNT, HERMAN	LEOFF I - MEDICAL REIMBURSEMENT	POLICE ADMINISTRATION	1,079.10
177045	NAPA AUTO PARTS	GREASE - W019	EQUIPMENT RENTAL	25.92
	NAPA AUTO PARTS	FUEL FILTER - W020	EQUIPMENT RENTAL	26.82
	NAPA AUTO PARTS	OIL PRESSURE SWITCH - M005	EQUIPMENT RENTAL	31.69
	NAPA AUTO PARTS	FUEL FILTERS - M015	EQUIPMENT RENTAL	39.37
	NAPA AUTO PARTS	FILTER KIT - V047	EQUIPMENT RENTAL	40.99
	NAPA AUTO PARTS	BELTS - W020	EQUIPMENT RENTAL	44.53
	NAPA AUTO PARTS	TURN SIGNAL BULBS - J028	EQUIPMENT RENTAL	54.92
	NAPA AUTO PARTS	AIR/OIL/FUEL FILTER - W019	EQUIPMENT RENTAL	68.92
	NAPA AUTO PARTS	AIR FILTER - J046	EQUIPMENT RENTAL	113.78
	NAPA AUTO PARTS	FILTERS/WIPER BLADES	ER&R	298.39
	NAPA AUTO PARTS	FILTERS/LIGHTS/LENSES/WIPES	ER&R	1,168.94
177046	NATIONAL BARRICADE	TRAFFIC CONTROL SIGNA REPLACEMENT	STORM DRAINAGE	451.39
	NATIONAL BARRICADE		SEWER MAIN COLLECTION	451.40
177047	NAVIA BENEFIT	PARTICIPANT FEE - MARCH 2025	PERSONNEL ADMINISTRATION	258.00
177048	NELSON TRUCK EQUIP	CAB GUARD - V010	EQUIPMENT RENTAL	593.36
177049	NELSON-REISNER	GREASE TUBES	ER&R	915.65
	NELSON-REISNER	HYDRAULIC OIL	ER&R	1,212.35
177050	NORTHWEST CORROSION	INSPECTION/TESTING	WATER SUPPLY MAINS	1,088.52
177051	OCCUPATIONAL HEALTH	CDL EXAM - CALLAHAN	UTIL ADMIN	136.00
	OCCUPATIONAL HEALTH	CDL EXAM - PIKE	TRAINING	136.00
	OCCUPATIONAL HEALTH	CDL EXAM - POTTS	SOLID WASTE OPERATIONS	136.00
177052	ODELL, STEPHANIE	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
177053	OREILLY AUTO PARTS	CREDIT FOR INV 2843-326700	EQUIPMENT RENTAL	-29.54
	OREILLY AUTO PARTS	FUSES	WATER DIST MAINS	18.54
	OREILLY AUTO PARTS	BELT - W019	EQUIPMENT RENTAL	21.63
	OREILLY AUTO PARTS	BELT - J028	EQUIPMENT RENTAL	40.67
	OREILLY AUTO PARTS		EQUIPMENT RENTAL	72.73
	OREILLY AUTO PARTS	BELT, BELT TENSIONER - J028	EQUIPMENT RENTAL	75.49
	OREILLY AUTO PARTS	IGNITION COIL ASSEMBLY - V047	EQUIPMENT RENTAL	315.86
	OREILLY AUTO PARTS	FRONT ASSEMBLY - 9202	EQUIPMENT RENTAL	376.20
	OREILLY AUTO PARTS	LOWER CONTROL ARMS	ER&R	1,403.25
177054	OWEN EQUIPMENT	HYDRO-EXCAVATOR BATTERY	WATER DIST MAINS	625.06
177055	PACIFIC PLUMBING	RESTROOM REPAIR	GOLF ADMINISTRATION	13.57

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177055	PACIFIC PLUMBING	RESTROOM REPAIR	GOLF ADMINISTRATION	58.85
	PACIFIC PLUMBING	NEW TOILETS/FAUCETS - GOLF	GOLF ADMINISTRATION	2,409.48
177056	PACIFIC SUNSHINE PLU	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	255.00
177057	PACWEST MACHINERY	BLOWER SWITCH - H012	EQUIPMENT RENTAL	207.65
	PACWEST MACHINERY	BLOWER ACTUATOR - H012	EQUIPMENT RENTAL	795.37
177058	PAPE MACHINERY	O-RING PLUGS	EQUIPMENT RENTAL	216.38
177059	PATHWAY VET ALLIANCE	ANIMAL CARE	POLICE COMMUNITY	753.13
177060	PEACE OF MIND	PLANNING COMMISSION MEETING	COMMUNITY	163.40
177061	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-6.02
	POLICE & SHERIFFS PR		GENERAL FUND	-1.75
	POLICE & SHERIFFS PR		POLICE ADMINISTRATION	20.35
	POLICE & SHERIFFS PR		POLICE ADMINISTRATION	70.07
177062	POTTER, BRENT	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
177063	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	8,001.93
177064	PUD	ACCT #205283641	STREET LIGHTING	9.49
	PUD	ACCT #205026479	STREET LIGHTING	13.05
	PUD		STREET LIGHTING	20.40
	PUD	ACCT #204584361	STREET LIGHTING	20.54
	PUD		STREET LIGHTING	27.23
	PUD	ACCT #202177861	PUMPING PLANT	30.80
	PUD	ACCT #221303498	STREET LIGHTING	36.72
	PUD	ACCT #201380995	PUMPING PLANT	47.25
	PUD	ACCT #223286667	METER READING	54.54
	PUD	ACCT #220153100	TRANSPORTATION	59.72
	PUD	ACCT #202183679	TRANSPORTATION	65.30
	PUD	ACCT #202220760	GOLF ADMINISTRATION	65.96
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	68.51
	PUD	ACCT #200800704	STREET LIGHTING	70.12
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	77.13
	PUD	ACCT #202368197	PUMPING PLANT	140.96
	PUD	ACCT #202576112	STREET LIGHTING	143.99
	PUD	ACCT #222592917	PARK & RECREATION FAC	219.26
	PUD	ACCT #203344585	STREET LIGHTING	228.91
	PUD	ACCT #200164598	SOURCE OF SUPPLY	391.27
	PUD	ACCT #201147253	PUMPING PLANT	719.10
	PUD	ACCT #201639630	GOLF ADMINISTRATION	823.28
	PUD	ACCT #202604203	STREET LIGHTING	1,980.31
	PUD	ACCT #202576112	STREET LIGHTING	2,735.90
	PUD	ACCT #202604203	STREET LIGHTING	2,970.48
	PUD	ACCT #201577921	PUMPING PLANT	5,903.09
	PUD	ACCT #202882098	STREET LIGHTING	10,392.07
	PUD		STREET LIGHTING	16,254.28
177065	PUGET SOUND ENERGY	ACCT #220002768939	NON-DEPARTMENTAL	31.62
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	89.52
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	114.22
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	153.43
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	165.06
	PUGET SOUND ENERGY	ACCT #220026412746	NON-DEPARTMENTAL	188.17
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	197.90
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	198.46
	PUGET SOUND ENERGY	ACCT #200004804056	RECREATION SERVICES	447.56
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	494.75

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/9/2025 TO 4/9/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177065	PUGET SOUND ENERGY	ACCT #220026419946	NON-DEPARTMENTAL	1,225.25
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	2,236.89
177066	RAIN FOR RENT	PUMP RENTAL	STORM DRAINAGE	2,384.41
177067	RATANA ROSA SHURTZ	INSTRUCTOR PAYMENT	RECREATION SERVICES	96.00
177068	REECE TRUCKING	SPOILS DISPOSAL/SAND STOCK	WATER SERVICES	2,264.02
177069	REECE TRUCKING	SPOILS DISPOSAL/HYDRANT ROCK	HYDRANTS	1,283.78
177070	RETIREMENT SYSTEMS	OLD AGE/SURVIVOR INSURANCE	PERSONNEL ADMINISTRATION	170.15
177071	ROBERTS, CALEN	RECRUITING AT CWU/WSU	POLICE ADMINISTRATION	306.00
177072	ROMAINE ELECTRIC	STARTER ASSEMBLY - M005	EQUIPMENT RENTAL	218.55
177073	RUTKOWSKI, SIERRA	REIMBURSEMENT - MILEAGE	PERSONNEL ADMINISTRATION	200.20
177074	RWC INTERNATIONAL	FUEL FILTER	EQUIPMENT RENTAL	68.07
	RWC INTERNATIONAL	FUEL FILTERS	ER&R	135.52
	RWC INTERNATIONAL	FUEL FILTERS/SLACK ADJUSTERS	ER&R	860.74
177075	SANMIGUEL, SHELLEY	WSNIA TRAINING SUMMIT	POLICE TRAINING-FIREARMS	351.50
177076	SEATOWN ELECTRIC	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	161.00
177077	SEATTLE PUMP & EQUIP	REAPER ROTATOR NOZZLE	SEWER MAIN COLLECTION	1,839.34
177078	SISKUN POWER EQUIPMENT	WHEELS - 899P	EQUIPMENT RENTAL	26.84
	SISKUN POWER EQUIPMENT	SHROUD, WHEELS - 899P	EQUIPMENT RENTAL	53.02
	SISKUN POWER EQUIPMENT	CHAIN SAW SERVICE KIT	EQUIPMENT RENTAL	218.08
	SISKUN POWER EQUIPMENT	SPARK PLUGS, FILTER, BLADES	EQUIPMENT RENTAL	222.78
	SISKUN POWER EQUIPMENT	TANK VENT, V-BELT, CARBURETOR	EQUIPMENT RENTAL	545.42
177079	SIX ROBBLEES INC	BRAKE CLEANER	ER&R	256.00
177080	SMITH, ROBB	REIMBURSEMENT - MEAL	UTIL ADMIN	15.00
177081	SNO CO CORRECTIONS	INMATE MEDICAL	DETENTION & CORRECTION	108.98
177082	SNO CO DIST COURT	BAIL	GENERAL FUND	1,000.00
177083	SNO CO PUBLIC WORKS	PARTS/LABOR - P193	EQUIPMENT RENTAL	3,074.31
177084	SNO CO PUBLIC WORKS	EMERGENCY CALLOUT - SIGNAL	TRANSPORTATION	400.93
177085	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	719.63
177086	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	103,932.42
177087	SOUND PUBLISHING	WIZARD OF PAWS PA25-0003	COMMUNITY	55.16
	SOUND PUBLISHING	FOREST PRACTICE PERMITS CA24-006	COMMUNITY	62.04
	SOUND PUBLISHING	CITY ORDINANCES	CITY CLERK	63.76
	SOUND PUBLISHING	NOA PA25-0007	COMMUNITY	67.20
	SOUND PUBLISHING	CDBG 2025-2029	COMMUNITY	113.64
	SOUND PUBLISHING	SPANISH CDBG PLAN	COMMUNITY	122.24
177088	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	471.00
177089	SUBURBAN PROPANE	BULK TANK RENTAL	MAINTENANCE	1.09
177090	SUNBELT RENTALS	DEHUMIDIFIER RENTAL	PARK & RECREATION FAC	376.82
177091	SUPER HAWK CANOPY	CANOPY - P223	EQUIPMENT RENTAL	3,563.16
177092	SUPERIOR RESTROOMS	PORTABLE RESTROOM SERVICE	WATER DIST MAINS	71.11
177093	TACOMA SCREW PRODUCT	SPRAY PAINT	ER&R	681.84
177094	TAYLOR, DAVID	WSNIA TRAINING SUMMIT	POLICE TRAINING-FIREARMS	351.50
177095	THERMO-FLUIDS, INC.	ANTIFREEZE DISPOSAL	EQUIPMENT RENTAL	100.25
177096	THOMSON REUTERS	ONLINE/SOFTWARE SUBSCRIPTION	LEGAL - PROSECUTION	858.89
	THOMSON REUTERS		LEGAL-GENL	858.90
177097	TKACHENKO, OLEKANDR	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	230.00
177098	TRILOGY MEDWASTE	MEDICAL WASTE REMOVAL	DETENTION & CORRECTION	189.34
177099	VAIT, ANDREW	PERFORMANCE	OPERA HOUSE	4,500.00
177100	VANN, ASHLEY	REFUND - BALLET	PARKS-RECREATION	12.00
177101	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	80.02
	VERIZON		POLICE INVESTIGATION	315.89
	VERIZON	AMR LINES	METER READING	462.37

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/9/2025 TO 4/9/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177101	VERIZON	WIRELESS MODEMS	POLICE PATROL	1,743.43
177102	VERMEULEN, ADAM	CONTINUED EDUCATION TRAINING	POLICE ADMINISTRATION	155.50
177103	VERSATERM	ANNUAL MAINTENANCE	POLICE ADMINISTRATION	2,232.79
177104	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	38.60
	VESTIS GROUP INC.		EQUIPMENT RENTAL	38.60
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.79
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.79
177105	VESTIS GROUP INC.	CUSTODIAL CLEANING/MCC RENTALS	CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
177106	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
177107	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	821.00
	WA STATE TREASURER		GENERAL FUND	55,770.80
177108	WA WILDLIFE & RECREA	WWRC MEMBERSHIP 2025	PARK & RECREATION FAC	1,650.00
177109	WASTE MANAGEMENT	SOLID WASTE SERVICE	WASTE WATER TREATMENT	2,730.19
177110	WESTERN EQUIPMENT	REPLACEMENT PARTS - W023	EQUIPMENT RENTAL	2,742.75
177111	WESTERN MECHANICAL &	DIAGNOSE HVAC	MAINT OF GENL PLANT	470.42
177112	WET RABBIT EXPRESS	CAR WASHES - FLEET	EQUIPMENT RENTAL	79.20
177113	WHISTLE WORKWEAR	UNIFORM - SMITH	UTIL ADMIN	187.90
	WHISTLE WORKWEAR		UTIL ADMIN	227.48
177114	WHITE CAP	ASPHALT CUTTING BLADE	WATER SERVICES	552.45
177115	WILLDAN FINANCIAL	ARBITRAGE REBATE SERVICES	UTIL ADMIN	2,000.00
177116	XYLEM DEWATERING	CHECK VALVE	STORM DRAINAGE	2,076.35
177117	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	69.19
177118	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	87.08
177119	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	69.75
177120	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	154.63
177121	ZIPLY FIBER	ACCT #3606534028	CITY HALL	167.23
177122	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	75.19
177123	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	85.75

WARRANT TOTAL: 4,749,744.76

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$4,749,744.76



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: April 10, 2025, Payroll in the Amount of \$2,065,348.67 Paid by EFT Transactions and Check Numbers 35630 through 35644

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: April 16, 2025, Claims in the Amount of \$1,302,749.27 Paid by EFT Transactions and Check Numbers 177124 through 177265 with Check Number 176309 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[041625.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/16/2025 TO 4/16/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177124	PREMERA BLUE CROSS	CLAIMS PAID 03/30 TO 03/31/25	MEDICAL CLAIMS	46,392.27
	PREMERA BLUE CROSS	CLAIMS PAID 04/01 TO 04/05/25	MEDICAL CLAIMS	88,762.30
	PREMERA BLUE CROSS	CLAIMS PAID 3/23 TO 3/29/25	MEDICAL CLAIMS	115,223.83
177125	REVENUE, DEPT OF	1ST QTR LEASEHOLD TAX 2025	GOLF COURSE	969.42
	REVENUE, DEPT OF		GENERAL FUND	1,251.90
177126	REVENUE, DEPT OF	EXCISE TAXES 03 2025	CITY CLERK	1.49
	REVENUE, DEPT OF		RECREATION SERVICES	7.13
	REVENUE, DEPT OF		POLICE ADMINISTRATION	22.26
	REVENUE, DEPT OF		GENERAL FUND	35.07
	REVENUE, DEPT OF		GOLF ADMINISTRATION	623.92
	REVENUE, DEPT OF		STORM DRAINAGE	7,367.22
	REVENUE, DEPT OF		GOLF COURSE	12,452.99
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	43,279.93
	REVENUE, DEPT OF		UTIL ADMIN	81,586.52
177127	911 SUPPLY INC.	SHIPPING FEES	POLICE PATROL	10.05
	911 SUPPLY INC.	JACKET PANELS	POLICE PATROL	88.52
	911 SUPPLY INC.	UNIFORM - DELANTY	POLICE COMMUNITY	97.35
	911 SUPPLY INC.	JACKET - HERRERA	POLICE PATROL	324.02
	911 SUPPLY INC.	UNIFORM - CADETS	POLICE PATROL	340.74
	911 SUPPLY INC.	UNIFORM - YOUNG	POLICE ADMINISTRATION	390.75
	911 SUPPLY INC.	UNIFORM - JACKETS	POLICE PATROL	581.45
177128	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
177129	ALEXANDER PRINTING	PRINTING SERVICE	POLICE INVESTIGATION	100.00
	ALEXANDER PRINTING		DETENTION & CORRECTION	281.65
	ALEXANDER PRINTING		POLICE PATROL	320.00
177130	ALLIANT INSURANCE	25-26 POB CANCELLATION - NIELD	RISK MANAGEMENT	-75.00
	ALLIANT INSURANCE	25-26 POB RENEWAL - BROCK	RISK MANAGEMENT	75.00
	ALLIANT INSURANCE	POB RENEWAL - FERRER-SANTA INES	RISK MANAGEMENT	75.00
177131	AN, CHANG KEUM	UB REFUND	GARBAGE	444.35
177132	ANALYTICAL SERVICES	LAB ANALYSIS	WATER QUAL TREATMENT	728.00
177133	ANDERSON, KRISTEN	PROTEM SERVICES	MUNICIPAL COURTS	277.50
	ANDERSON, KRISTEN		MUNICIPAL COURTS	370.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	370.00
177134	BICKFORD FORD	ENGINE PARTS - J055	EQUIPMENT RENTAL	1,098.20
177135	BLEACHERS GRILL	LUNCH FOR SENIORS	RECREATION SERVICES	437.60
177136	BRADT, WARREN & ELSI	UB REFUND	GARBAGE	71.81
177137	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	738.00
177138	CABELA'S	REFUND-DEPOSIT FOR OPERA HOUSE	GENERAL FUND	250.00
177139	CALLAHAN, KALEB	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
177140	CARDWELL, IRATXE	INTERPRETER SERVICE	COURTS	157.07
	CARDWELL, IRATXE		COURTS	157.07
177141	CARY, CHRISTOPHER	REIMBURSEMENT - CERTIFICATION FEE	UTIL ADMIN	157.00
177142	CASCADE SEPTIC PUM	PORTABLE RESTROOM CLEANING	SOURCE OF SUPPLY	381.85
177143	CHAMPION BOLT	HEX CAP SCREW	EQUIPMENT RENTAL	9.90
177144	CIMCO-GC SYSTEMS	RUBBER KIT	WATER DIST MAINS	357.01
	CIMCO-GC SYSTEMS		WATER DIST MAINS	675.65
177145	CLAUSEN, MARIETTA	UB REFUND	WATER/SEWER OPERATION	19.49
177146	COCKING, MATHEW	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
177147	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	10,916.00
177148	COSTLESS SENIOR SRVC	PHARMACY SERVICES	DETENTION & CORRECTION	519.08
177149	COUNTRY SUPPLIER	UNIFORM - CONTRACT	UTIL ADMIN	45.86
	COUNTRY SUPPLIER		UTIL ADMIN	113.74

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/16/2025 TO 4/16/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177149	COUNTRY SUPPLIER	UNIFORM - CONTRACT	UTIL ADMIN	236.28
177150	CRIMINAL JUSTICE	TRAINING - WILKINS	POLICE TRAINING-FIREARMS	2,856.00
177151	DESANTIS, ANNE	INTERPRETER SERVICE	COURTS	168.20
177152	DICKS TOWING	TOWING 25-17434	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-5248	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-17746	POLICE PATROL	155.08
177153	DIMENSIONAL	GRANICUS TROUBLESHOOTING	COMPUTER SERVICES	612.64
177154	DITCH WITCH NORTHWEST	VALVE CLEANING SUPPLIES	WATER DIST MAINS	193.49
177155	DOBBS PETERBILT	BRAKE PEDAL PAD - J025	EQUIPMENT RENTAL	125.11
	DOBBS PETERBILT	POWER STEERING PARTS - J031	EQUIPMENT RENTAL	1,089.76
177156	DUNLAP INDUSTRIAL	DUMPSTERS	WASTE WATER TREATMENT	172.59
177157	E&E LUMBER	PVC SLIP CAP, PIPE	WATER DIST MAINS	47.00
177158	ELLIS, BRANDY	REIMBURSEMENT	GMA - STREET	9.80
	ELLIS, BRANDY		UTILITY CONSTRUCTION	9.80
	ELLIS, BRANDY		UTILITY CONSTRUCTION	9.80
177159	ENVIRONMENTAL SCIENCE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	7,842.42
	ENVIRONMENTAL SCIENCE		SURFACE WATER CAPITAL	9,616.86
177160	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	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	480.00
177161	EVERETT HYDRAULICS	HYDRAULIC SERVICE - H018	EQUIPMENT RENTAL	489.06
177162	EVERETT SAFE & LOCK	OUTFITTING EQUIPMENT - P231/P235	EQUIPMENT RENTAL	824.25
177163	EVERETT STEEL INC.	STEEL - J058	EQUIPMENT RENTAL	52.85
177164	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	27.00
177165	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-12.30
	EVIDENT, INC.		POLICE PATROL	143.15
177166	FIRST AMERICAN TITLE	TITLE REPORT	GMA - STREET	384.65
177167	FRONTIER COMMUNICATION	UB REFUND	WATER/SEWER OPERATION	8.17
177168	GALARPE, ASIANA	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
177169	GRAINGER	GLOVES, BATTERIES, BUTANE REFILLS	ER&R	1,653.58
177170	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	300.00
177171	HAGUE, CHRISTOPHER	UB REFUND	WATER/SEWER OPERATION	306.96
177172	HANSEN, KRISTINA	UB REFUND	WATER/SEWER OPERATION	377.07
177173	HARRINGTON INDUSTRIES	CONNECTOR - HYPO FITTINGS	WATER FILTRATION PLANT	53.42
177174	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	626.40
177175	HERNANDEZ, RUBEN		RECREATION SERVICES	165.00
177176	HERRERA ENVIRO	PROFESSIONAL SERVICE	EQUIPMENT RENTAL	45,403.37
177177	HOLMSTROM, DARLENE	UB REFUND	WATER/SEWER OPERATION	186.49
177178	HUGHLEY, AMY	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.59
177179	HUNTER, DANIEL	INSTRUCTOR PAYMENT	RECREATION SERVICES	94.50
177180	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
177181	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		UTILITY BILLING	32.85
	J2 CLOUD SERVICES		CITY CLERK	32.85

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/16/2025 TO 4/16/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177181	J2 CLOUD SERVICES	FAX	COMMUNITY	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	32.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	32.85
	J2 CLOUD SERVICES		RECREATION SERVICES	32.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	32.85
	J2 CLOUD SERVICES		MUNICIPAL COURTS	32.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	32.85
	J2 CLOUD SERVICES		PROBATION	32.85
	J2 CLOUD SERVICES		FINANCE-GENL	32.85
	J2 CLOUD SERVICES		UTIL ADMIN	32.85
	J2 CLOUD SERVICES		ENGR-GENL	32.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	32.85
	J2 CLOUD SERVICES		WATER DIST MAINS	32.86
	J2 CLOUD SERVICES		COMPUTER SERVICES	32.87
	J2 CLOUD SERVICES		OFFICE OPERATIONS	65.70
	J2 CLOUD SERVICES		MUNICIPAL COURTS	98.56
177182	JOEHNK, MARCELA	UB REFUND	GARBAGE	256.62
177183	JULZ ANIMAL HOUZ	SUPPLIES - MOLLY	POLICE ADMINISTRATION	48.94
177184	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	52.00
	KAISER PERMANENTE		POLICE ADMINISTRATION	179.00
	KAISER PERMANENTE		POLICE ADMINISTRATION	1,120.00
	KAISER PERMANENTE		POLICE ADMINISTRATION	1,137.00
177185	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	34.17
177186	KBHPNW LLC		WATER/SEWER OPERATION	27.17
177187	KENWORTH NORTHWEST	WATER PUMP, SERPENTINE BELT - J046	EQUIPMENT RENTAL	1,499.77
177188	LABOR & INDUSTRIES	1ST QTR L & I 2025	OPERA HOUSE	1.27
	LABOR & INDUSTRIES		RECREATION SERVICES	278.93
	LABOR & INDUSTRIES		POLICE PATROL	978.25
177189	LEMUSMORA, DANIEL	UB REFUND	WATER/SEWER OPERATION	40.65
177190	LES SCHWAB TIRE CTR	FLAT TIRE REPAIR - J024	EQUIPMENT RENTAL	153.15
	LES SCHWAB TIRE CTR	TIRES	ER&R	2,658.35
177191	LINC NW	MOTEL CONTRACT	COUNTY HM GRANT	12,511.71
177192	LITTLEFIELD, DALE &	UB REFUND	WATER/SEWER OPERATION	182.53
177193	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	149.06
177194	MALLAHAN, MARK	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
177195	MARYSVILLE, CITY OF	16324 TWIN LAKES AVE	PARK & RECREATION FAC	238.58
	MARYSVILLE, CITY OF	6302 152 ST NE	PARK & RECREATION FAC	562.90
	MARYSVILLE, CITY OF	15524 SMOKEY POINT BLVD	PARK & RECREATION FAC	981.85
177196	MATTHEWS, MARK	UB REFUND	WATER/SEWER OPERATION	149.25
177197	MCGINNESS, NADINE	REFUND - PICKLEBALL	PARKS-RECREATION	75.00
177198	MCLOUGHLIN & EARDLEY	OUTFITTING EQUIPMENT - P225/P226	EQUIPMENT RENTAL	894.00
	MCLOUGHLIN & EARDLEY	OUTFITTING EQUIPMENT - P222	EQUIPMENT RENTAL	5,101.01
	MCLOUGHLIN & EARDLEY	OUTFITTING EQUIPMENT - P225/P226	EQUIPMENT RENTAL	9,297.46
177199	NAPA AUTO PARTS	GENERATOR	SEWER LIFT STATION	8.42
	NAPA AUTO PARTS	BACK-UP PUMP	SEWER LIFT STATION	13.78
	NAPA AUTO PARTS	AIR FILTER - W028	EQUIPMENT RENTAL	15.13
	NAPA AUTO PARTS	GENERATOR	SEWER LIFT STATION	31.24
	NAPA AUTO PARTS	FILTERS, LIGHTS, BRACKETS	ER&R	1,407.06
177200	NELSON-REISNER	VACUUM PUMP OIL	WATER FILTRATION PLANT	260.43
177201	OAKCREST UNLIMITED,	UB REFUND	GARBAGE	422.65

**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>
177202	OYETUGA, ADETOLA	UB REFUND	WATER/SEWER OPERATION	218.74
177203	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
177204	PALITZ, JUSTIN	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
177205	PAPE MACHINERY	FUEL FILTER, MOWER BLADES	EQUIPMENT RENTAL	460.24
177206	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT	PRO-SHOP	13,835.56
	PGC INTERBAY LLC		MAINTENANCE	16,438.27
	PGC INTERBAY LLC	PURCHASE OF PROCORE	GOLF CAPITAL OUTLAY	40,619.60
177207	PLATT ELECTRIC	LIFT STATION MOTOR CONNECTORS	SEWER LIFT STATION	34.38
	PLATT ELECTRIC		SEWER LIFT STATION	36.30
	PLATT ELECTRIC	STRUT	WATER FILTRATION PLANT	119.14
	PLATT ELECTRIC	TOOLS	TRANSPORTATION	125.23
	PLATT ELECTRIC	CONDUIT, SUPPORT BLOCK, PIPE	PARK & RECREATION FAC	151.16
	PLATT ELECTRIC	GATE SWITCH, SCREWDRIVER	SOURCE OF SUPPLY	213.14
	PLATT ELECTRIC	TOOLS	TRANSPORTATION	334.63
	PLATT ELECTRIC	CONNECTORS	SEWER LIFT STATION	537.44
	PLATT ELECTRIC	TRANSFORMER	EQUIPMENT RENTAL	2,585.36
177208	PUD	ACCT #224411843	PARK & RECREATION FAC	31.19
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	32.34
	PUD	ACCT #205481823	GOLF ADMINISTRATION	32.34
	PUD	ACCT #201346665	SEWER LIFT STATION	33.50
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	33.50
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	33.50
	PUD	ACCT #200501617	TRANSPORTATION	47.41
	PUD	ACCT #201142155	TRANSPORTATION	50.77
	PUD	ACCT #204829691	STREET LIGHTING	57.95
	PUD	ACCT #203500020	STREET LIGHTING	64.30
	PUD	ACCT #202294245	SEWER LIFT STATION	73.03
	PUD	ACCT #200660439	STREET LIGHTING	78.30
	PUD	ACCT #203996343	STREET LIGHTING	82.88
	PUD	ACCT #221610405	STREET LIGHTING	90.76
	PUD	ACCT #201909637	SEWER LIFT STATION	126.36
	PUD	ACCT #203291216	GENERAL	136.37
	PUD	ACCT #220020531	STREET LIGHTING	169.30
	PUD	ACCT #201617479	NON-DEPARTMENTAL	353.48
	PUD	ACCT #200812808	PUMPING PLANT	424.22
	PUD	ACCT #202461554	SEWER LIFT STATION	732.96
	PUD	ACCT #200021871	RECREATION SERVICES	738.95
	PUD	ACCT #201098969	PUMPING PLANT	1,642.00
177209	REECE TRUCKING	INTERSECTION/PATH IMPROVEMENTS	GMA - STREET	562,766.53
177210	RIGHT SYSTEMS, INC.	SOFTWARE/HARDWARE MAINTENANCE	IS REPLACEMENT ACCOUNTS	19,489.73
177211	ROMAINE ELECTRIC	STARTER ASSEMBLY - M015	EQUIPMENT RENTAL	195.64
177212	RONGERUDE, JOHN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	RONGERUDE, JOHN		MUNICIPAL COURTS	185.00
177213	ROSE, JASON	REIMBURSEMENT - MEAL	SOLID WASTE OPERATIONS	20.00
177214	SAFEGUARD	DEPOSIT BAGS	MUNICIPAL COURTS	240.30
177215	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	150.00
	SCHNEIDER, P DIANE		COURTS	166.80
177216	SCORE	INMATE HOUSING	DETENTION & CORRECTION	6,472.08
177217	SECURITY SOLUTIONS	TWIN LAKES PARK CAMERA PROJECT	COMPUTER SERVICES	7,345.12
177218	SHEEPDOG GUARDIAN	CANINE LEGAL MEMBERSHIP - OATES	K9 PROGRAM	50.00
177219	SISKUN POWER EQUIPMENT	WEED EATERS	ROADSIDE VEGETATION	466.40

**CITY OF MARYSVILLE
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177219	SISKUN POWER EQUIPMENT	WEED EATERS	ROADSIDE VEGETATION	1,627.12
177220	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-82.42
	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
	SMARSH INC		SEWER MAIN COLLECTION	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		COMMUNITY SERVICES UNIT	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY	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	62.80
	SMARSH INC		GENERAL	86.35
	SMARSH INC		POLICE INVESTIGATION	102.05
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		WASTE WATER TREATMENT	117.75
	SMARSH INC		EXECUTIVE ADMIN	125.60
	SMARSH INC		POLICE ADMINISTRATION	125.60
	SMARSH INC		SOLID WASTE CUSTOMER	133.45
	SMARSH INC		UTIL ADMIN	149.15
	SMARSH INC		ENGR-GENL	188.40
	SMARSH INC		POLICE PATROL	549.50
177221	SNO CO AUDITOR	RECORDING	UTILITY CONSTRUCTION	444.50
177222	SOUND SAFETY	UNIFORM - TINSLEY	SOLID WASTE OPERATIONS	383.60
	SOUND SAFETY	GLOVES	POLICE PATROL	724.39
177223	SOUVANNAPHASY, THONG	UB REFUND	WATER/SEWER OPERATION	530.52
177224	SPAN PUBLISHING INC	RESOURCE PHONE BOOK	POLICE ADMINISTRATION	318.00
	SPAN PUBLISHING INC		POLICE ADMINISTRATION	318.00
177225	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	84.24
	SPRAGUE PEST SOLUTION		SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	84.24
177226	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
177227	STRUCK, JAMES	UB REFUND	WATER/SEWER OPERATION	34.94

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177228	STRYKER AUTOMOTIVE	REPLACE ENGINE - 220	EQUIPMENT RENTAL	2,165.64
177229	STULTZ, BRIAN	REIMBURSEMENT - MILEAGE	COMMUNITY	813.85
177230	SUH, ANNETTE M	UB REFUND	WATER/SEWER OPERATION	218.84
177231	TATISTCHEFF, SARAH	PROTEM SERVICE	MUNICIPAL COURTS	370.00
177232	TRANSCO GROUP	PROFESSIONAL SERVICE	GMA - STREET	258.07
	TRANSCO GROUP		GMA - STREET	1,970.36
	TRANSCO GROUP		GMA - STREET	2,615.14
177233	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	490.18
177234	TRITON GROUP EHM	PILOT PROGRAM	PROBATION	380.00
177235	TRUE NORTH EQUIPMENT	HYDRAULIC OIL SENSOR - J065	EQUIPMENT RENTAL	475.18
	TRUE NORTH EQUIPMENT	HYDRAULIC OIL STRAINER	EQUIPMENT RENTAL	553.15
	TRUE NORTH EQUIPMENT	DUMP ARM, TUBE ASSEMBLIES	EQUIPMENT RENTAL	6,743.36
177236	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	832.44
	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	1,036.92
177237	UNIT PROCESS COMPANY	VALVE POSITIONER	WATER FILTRATION PLANT	4,944.41
177238	UNIVAR SOLUTIONS USA	LIQUICHLOR CHEMICAL DELIVERY	WATER QUAL TREATMENT	1,442.76
	UNIVAR SOLUTIONS USA	LIQUICHLOR CHEMICAL	WASTE WATER TREATMENT	5,467.81
177239	VEGAAMERICAS, INC	OVERFLOW LEVEL SENSOR	WATER FILTRATION PLANT	1,201.81
177240	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	20.96
	VERIZON		PURCHASING/CENTRAL	30.64
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		COMMUNITY SERVICES UNIT	60.03
	VERIZON		FINANCE-GENL	84.16
	VERIZON		POLICE PATROL	100.04
	VERIZON		EQUIPMENT RENTAL	105.12
	VERIZON		EXECUTIVE ADMIN	171.26
	VERIZON		MUNICIPAL COURTS	210.40
	VERIZON		LEGAL - PROSECUTION	257.48
	VERIZON		FACILITY MAINTENANCE	362.60
	VERIZON		PARK & RECREATION FAC	418.38
	VERIZON		RECREATION SERVICES	418.38
	VERIZON		WATER QUAL TREATMENT	423.80
	VERIZON		COMMUNITY	450.46
	VERIZON		COMPUTER SERVICES	474.94
	VERIZON		WATER SUPPLY MAINS	573.33
	VERIZON		SOLID WASTE CUSTOMER	640.59
	VERIZON		SEWER MAIN COLLECTION	686.71
	VERIZON		STORM DRAINAGE	872.02
	VERIZON		GENERAL	993.15
	VERIZON		ENGR-GENL	1,673.56
	VERIZON		UTIL ADMIN	2,528.89
177241	VESTIS GROUP INC.	UNIFORM CLEANING, SHOP RENTALS	EQUIPMENT RENTAL	38.60
	VESTIS GROUP INC.		EQUIPMENT RENTAL	38.87
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.79
	VESTIS GROUP INC.		EQUIPMENT RENTAL	59.06
177242	VESTIS GROUP INC.	CUSTODIAL CLEANING RENTALS	CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
177243	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
177244	WALKER, ORVILLE	UB REFUND	WATER/SEWER OPERATION	440.87
177245	WASTE MANAGEMENT	SOLID WASTE SERVICE	WASTE WATER TREATMENT	2,731.92

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177246	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	348.60
177247	WELCOME MAGAZINE	MARKETING	RECREATION SERVICES	960.00
177248	WEST, KEVIN	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
177249	WESTERN SYSTEMS	TAILLIGHTS	TRANSPORTATION	28.41
177250	WET RABBIT EXPRESS	CAR WASHES - PARKS	RECREATION SERVICES	7.20
	WET RABBIT EXPRESS	CAR WASHES - PW	EQUIPMENT RENTAL	86.40
	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	583.20
177251	WHISTLE WORKWEAR	UNIFORM - POTTS	SOLID WASTE OPERATIONS	158.22
177252	WHITE CAP	BOTTLED WATER	MAINT OF GENL PLANT	1,100.91
177253	WHITNEY EQUIPMENT CO	CHLORINE ANALYZER	SUNNYSIDE FILTRATION	5,633.22
177254	WILKINS, DODGIE	REIMBURSEMENT - MILEAGE	DETENTION & CORRECTION	100.59
	WILKINS, DODGIE		DETENTION & CORRECTION	301.77
177255	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	RECREATION SERVICES	793.00
177256	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	87.85
177257	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
177258	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	75.40
177259	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	75.19
177260	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	86.88
177261	ZIPLY FIBER	ACCT #3606594037	CITY HALL	142.37
177262	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	236.42
177263	ZIPLY FIBER	3606580637	COMPUTER SERVICES	236.42
177264	ZIPLY FIBER	PHONE LINES	POLICE ADMINISTRATION	54.20
	ZIPLY FIBER		POLICE PATROL	54.20
	ZIPLY FIBER		COMMUNICATION CENTER	54.20
	ZIPLY FIBER		UTILITY BILLING	54.20
	ZIPLY FIBER		GENERAL	54.20
	ZIPLY FIBER		GOLF ADMINISTRATION	54.20
	ZIPLY FIBER		COMMUNITY	108.40
	ZIPLY FIBER		DETENTION & CORRECTION	108.40
	ZIPLY FIBER		OFFICE OPERATIONS	108.40
	ZIPLY FIBER		GOLF ADMINISTRATION	108.40
	ZIPLY FIBER		CITY HALL	162.59
	ZIPLY FIBER		RECREATION SERVICES	216.79
	ZIPLY FIBER		WASTE WATER TREATMENT	270.99
	ZIPLY FIBER		UTIL ADMIN	270.99
177265	ZIPLY FIBER	LOCAL/LD LINES	CRIME PREVENTION	11.18
	ZIPLY FIBER		PROPERTY TASK FORCE	11.18
	ZIPLY FIBER		FACILITY MAINTENANCE	11.18
	ZIPLY FIBER		SOLID WASTE CUSTOMER	22.37
	ZIPLY FIBER		PARK & RECREATION FAC	33.55
	ZIPLY FIBER		CITY CLERK	33.55
	ZIPLY FIBER		LEGAL-GENL	33.55
	ZIPLY FIBER		GENERAL	33.55
	ZIPLY FIBER		GIS SERVICES IS	33.55
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	44.73
	ZIPLY FIBER		WATER QUAL TREATMENT	44.73
	ZIPLY FIBER		LEGAL - PROSECUTION	67.10
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	67.10
	ZIPLY FIBER		UTILITY BILLING	67.10
	ZIPLY FIBER		EQUIPMENT RENTAL	78.28
	ZIPLY FIBER		POLICE INVESTIGATION	89.46
	ZIPLY FIBER		FINANCE-GENL	100.65

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177265	ZIPLY FIBER	LOCAL/LD LINES	RECREATION SERVICES	100.65
	ZIPLY FIBER		EXECUTIVE ADMIN	111.83
	ZIPLY FIBER		POLICE ADMINISTRATION	111.83
	ZIPLY FIBER		COMPUTER SERVICES	111.85
	ZIPLY FIBER		MUNICIPAL COURTS	123.01
	ZIPLY FIBER		WASTE WATER TREATMENT	123.01
	ZIPLY FIBER		UTIL ADMIN	123.01
	ZIPLY FIBER		OFFICE OPERATIONS	145.38
	ZIPLY FIBER		DETENTION & CORRECTION	201.29
	ZIPLY FIBER		COMMUNITY	201.30
	ZIPLY FIBER		ENGR-GENL	268.39
	ZIPLY FIBER		POLICE PATROL	603.88
WARRANT TOTAL:				<u><u>1,302,815.86</u></u>
AMY HUGHLEY	CHECK LOST/DAMAGED	VOID	176309	\$66.59

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,302,749.27



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 28, 2025
SUBMITTED BY:	Sam Adlington, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	Review Bids
SUBJECT:	Contract Award - 2025 Pavement Preservation Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the 2025 Pavement Preservation Project contract with Reece Construction Company in the amount of \$2,318,639.95 and approve a management reserve of \$231,864.00 for a total allocation of \$2,550,503.95.
SUMMARY:	The 2025 Pavement Preservation Project will include a 2-inch grind and overlay, pavement repair, sidewalk ramp replacement to meet Americans with Disabilities (ADA) standards, utility adjustments, channelization and miscellaneous other work. This year's pavement preservation project will include approximately 7,310 tons of hot mix asphalt (HMA) placed at the following locations, as shown in the attached Vicinity Map: 1. 1st Street NE between Ebey Waterfront Park and State Ave 2. 2nd Street NE between Ash Ave and Cedar Ave 3. 3rd Street NE between Ash Ave and Cedar Ave 4. 8th Street NE between State Ave and Liberty Street 5. 9th Street NE between Ash Ave and its end (Railroad Tracks) 6. 49th Place NE between 72nd Drive NE and 75th Ave NE 7. 72nd Drive NE between 52nd Street NE and 49th Place NE 8. 73rd Drive NE between 52nd Street NE and its end (south of 49th Place NE) 9. 93rd Place NE between 55th Ave NE and 61st Ave NE 10. 61st Drive NE between 93rd Place NE and 95th Street NE 11. 103rd Street NE between 42nd Ave NE and its end 12. 104th Street NE between State Ave and 39th Drive NE 13. 46th Ave NE between 116th Street NE and 120th Street NE

14. 118th Place NE between 38th Ave NE and 40th Ave NE
15. 40th Ave NE between 118th Place NE and 119th Place NE
16. 119th Place NE between 40th Ave NE and its end (west of 39th Drive NE)
17. 39th Ave NE between 119th Place NE and 120th Place NE
18. 120th Place NE between 38th Ave NE and its end (east of 38th Drive NE)

The project was advertised on March 28 and April 4, 2025 with bids opened on April 14, 2025. The City received six bids as shown on the attached certified bid tabulation. The low bidder was Reece Construction Company with a base bid of \$1,996,700.70. The engineer's estimate for this project was \$2,287,453.00. References in the bid were reviewed and found to be satisfactory.

Advertised with the 2025 Pavement Preservation Project were three projects for the Neighborhood Traffic Safety (NTS) Program (schedules A, B, and C respectively). These projects include speed tables, raised crosswalks, and traffic circles to be constructed with the goals of reducing traffic speeds and improving safety for all road users. With their base bid, Reece Construction Company provided bids for the three bid additives as shown on the attached bid tab. The total bid for the three additive schedules was \$321,939.25. The engineer's estimate for the additive schedules was \$299,376.08.

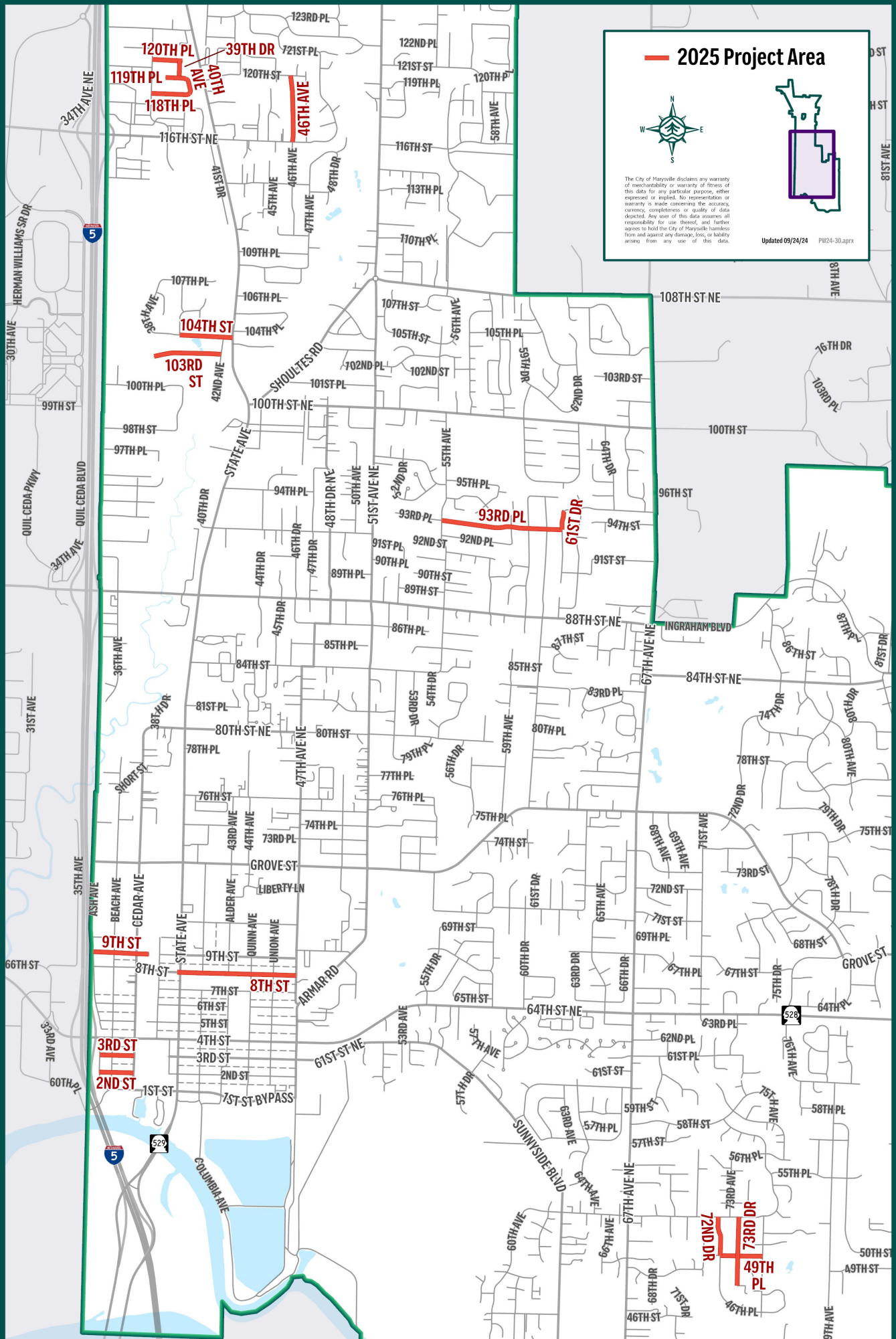
Based on the bids received, Staff recommends awarding all of the NTS program projects with the award for the 2025 Pavement Preservation Project. Staff also recommends that the Council award a 10 percent management reserve, in the amount of \$231,864.00, which would allow the City to react quickly in managing unanticipated changes that may arise during construction.

Base Bid:	\$1,996,700.70
Schedule A Bid: \$	56,647.00
Schedule B Bid: \$	95,855.50
Schedule C Bid: \$	169,436.75
Management Reserve (10%): \$	231,864.00
Total Construction Allocation:	\$2,550,503.95

The NTS project under Schedule C is above the budgeted amount available for 2025. A future budget amendment will be prepared to fund this project using TBD funds.

ATTACHMENTS:

[T2501_Vicinity Map.pdf](#)
[TS2501 2025 PPP Bid Tab.pdf](#)
[T2501_Draft Contract_Reece.pdf](#)



City of Marysville
2025 Pavement Preservation Project - Certified Bid Tabulation

Bid Opening: April 14, 2025 1:00pm

				Engineer's Estimate		Colasaurio Brothers		Reece Construction		SRV Construction		Konnerup Construction		Granite Construction		Lakeside Industries	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Minor Changes	1	EST	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	Roadway Surveying	1	LS	\$35,000.00	\$ 35,000.00	\$23,000.00	\$ 23,000.00	\$ 11,400.00	\$ 11,400.00	\$ 11,550.00	\$ 11,550.00	\$ 20,000.00	\$ 20,000.00	\$ 9,700.00	\$ 9,700.00	\$ 11,300.00	\$ 11,300.00
3	ADA Feature Surveying	1	LS	\$5,000.00	\$ 5,000.00	\$20,000.00	\$ 20,000.00	\$ 15,200.00	\$ 15,200.00	\$ 28,000.00	\$ 28,000.00	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	\$ 16,300.00	\$ 16,300.00
4	Record Drawings (Minimum Bid \$2,000)	1	LS	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
5	Apprentice Incentive	1	CALC	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6	Apprentice Penalty	1	CALC	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00
7	SPOC Plan	1	LS	\$1,000.00	\$ 1,000.00	\$2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 17,650.00	\$ 17,650.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
8	Mobilization	1	LS	\$240,000.00	\$ 240,000.00	\$255,000.00	\$ 255,000.00	\$ 105,000.00	\$ 105,000.00	\$ 345,000.00	\$ 345,000.00	\$ 234,534.00	\$ 234,534.00	\$ 358,000.00	\$ 358,000.00	\$ 150,000.00	\$ 150,000.00
9	Project Temporary Traffic Control	1	LS	\$135,000.00	\$ 135,000.00	\$600,000.00	\$ 600,000.00	\$ 99,200.00	\$ 99,200.00	\$ 285,000.00	\$ 285,000.00	\$ 70,000.00	\$ 70,000.00	\$ 609,000.00	\$ 609,000.00	\$ 332,000.00	\$ 332,000.00
10	Clearing and Grubbing	1	LS	\$12,000.00	\$ 12,000.00	\$10,000.00	\$ 10,000.00	\$ 10,800.00	\$ 10,800.00	\$ 15,500.00	\$ 15,500.00	\$ 12,000.00	\$ 12,000.00	\$ 6,400.00	\$ 6,400.00	\$ 14,100.00	\$ 14,100.00
11	Sewall	2905	LF	\$6.00	\$ 17,610.00	\$10.50	\$ 30,817.50	\$ 5.00	\$ 14,975.00	\$ 4.00	\$ 11,740.00	\$ 3.50	\$ 10,272.50	\$ 5.00	\$ 14,875.00	\$ 5.00	\$ 14,875.00
12	Removal of Curb and Gutter	1580	LF	\$15.00	\$ 23,700.00	\$7.00	\$ 11,060.00	\$ 25.00	\$ 39,500.00	\$ 12.00	\$ 18,960.00	\$ 18.00	\$ 28,440.00	\$ 23.00	\$ 36,340.00	\$ 20.00	\$ 31,600.00
13	Removal of Sidewalk	1192	SY	\$45.00	\$ 53,640.00	\$8.00	\$ 9,536.00	\$ 51.00	\$ 60,792.00	\$ 20.00	\$ 23,840.00	\$ 40.00	\$ 47,680.00	\$ 139.00	\$ 165,688.00	\$ 33.00	\$ 39,336.00
14	Removal of Asphalt	419	SY	\$25.00	\$ 10,475.00	\$20.00	\$ 8,380.00	\$ 19.00	\$ 7,961.00	\$ 16.00	\$ 6,704.00	\$ 35.00	\$ 14,965.00	\$ 139.00	\$ 58,241.00	\$ 33.00	\$ 13,827.00
15	Unsuitable Foundation Excavation Incl. Haul	193	CY	\$65.00	\$ 12,545.00	\$75.00	\$ 14,475.00	\$55.00	\$ 10,615.00	\$ 50.00	\$ 11,387.00	\$ 50.00	\$ 9,950.00	\$ 144.00	\$ 27,732.00	\$ 115.00	\$ 22,195.00
16	Crushed Surfacing Top Course	202	TON	\$18.00	\$ 3,636.00	\$13.00	\$ 2,596.00	\$ 23.00	\$ 4,646.00	\$ 48.00	\$ 9,696.00	\$ 44.00	\$ 8,888.00	\$ 23.00	\$ 4,646.00	\$ 38.00	\$ 7,676.00
17	Crushed Surfacing Base Course	391	TON	\$24.00	\$ 9,384.00	\$75.00	\$ 29,325.00	\$ 23.00	\$ 8,993.00	\$ 48.00	\$ 18,768.00	\$ 42.00	\$ 16,422.00	\$ 87.00	\$ 34,017.00	\$ 139.50	\$ 54,544.50
18	Pavement Repair Excavation Incl. Haul	2921	SY	\$15.00	\$ 43,615.00	\$16.00	\$ 46,736.00	\$ 13.00	\$ 37,973.00	\$ 6.00	\$ 23,368.00	\$ 20.00	\$ 58,420.00	\$ 34.00	\$ 99,314.00	\$ 17.50	\$ 57,177.50
19	Pavement Repair Excavation Incl. Haul - Full Depth	1154	SY	\$20.00	\$ 23,200.00	\$22.00	\$ 25,388.00	\$ 16.50	\$ 19,041.00	\$ 17.00	\$ 19,618.00	\$ 25.00	\$ 29,850.00	\$ 70.00	\$ 90,780.00	\$ 27.50	\$ 31,735.00
20	Planing Bituminous Pavement	55518	SY	\$2.50	\$ 139,795.00	\$3.50	\$ 194,313.00	\$ 3.50	\$ 194,313.00	\$ 6.15	\$ 341,435.70	\$ 6.00	\$ 333,108.00	\$ 3.60	\$ 199,864.80	\$ 5.10	\$ 283,141.80
21	HMA CL 1/2" PG 58H-22	7310	TON	\$130.00	\$ 950,300.00	\$140.00	\$ 1,023,400.00	\$ 110.00	\$ 804,100.00	\$ 150.00	\$ 1,095,500.00	\$ 161.00	\$ 1,178,910.00	\$ 161.00	\$ 1,178,910.00	\$ 131.50	\$ 961,295.00
22	Speed Table	2300	SF	\$24.00	\$ 55,200.00	\$20.00	\$ 46,000.00	\$ 8.00	\$ 18,400.00	\$ 7.30	\$ 39,790.00	\$ 12.26	\$ 28,196.00	\$ 20.00	\$ 46,000.00	\$ 11.00	\$ 25,300.00
23	Adjust Catch Basin	23	EACH	\$1,000.00	\$ 23,000.00	\$2,000.00	\$ 46,000.00	\$ 990.00	\$ 21,850.00	\$ 1,450.00	\$ 33,350.00	\$ 900.00	\$ 20,700.00	\$ 1,800.00	\$ 18,000.00	\$ 1,250.00	\$ 28,750.00
24	Adjust Manhole	22	EACH	\$950.00	\$ 20,900.00	\$1,800.00	\$ 39,600.00	\$ 950.00	\$ 20,900.00	\$ 2,050.00	\$ 45,100.00	\$ 500.00	\$ 11,000.00	\$ 1,800.00	\$ 39,600.00	\$ 1,250.00	\$ 28,750.00
25	Adjust Water Valve Case and Cover	37	EACH	\$775.00	\$ 28,675.00	\$1,500.00	\$ 55,500.00	\$ 950.00	\$ 35,150.00	\$ 950.00	\$ 36,815.00	\$ 400.00	\$ 14,800.00	\$ 1,600.00	\$ 59,200.00	\$ 850.00	\$ 31,450.00
26	Property Restoration	1	LS	\$20,000.00	\$ 20,000.00	\$18,000.00	\$ 18,000.00	\$ 10,500.00	\$ 10,500.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,400.00	\$ 20,400.00	\$ 8,200.00	\$ 8,200.00
27	Root Barrier	356	LF	\$38.00	\$ 13,528.00	\$20.00	\$ 7,120.00	\$ 11.50	\$ 4,070.00	\$ 20.00	\$ 7,120.00	\$ 25.00	\$ 8,950.00	\$ 54.00	\$ 19,224.00	\$ 38.00	\$ 13,528.00
28	Cement Concrete Pedestrian Curb	911	LF	\$36.00	\$ 32,796.00	\$58.00	\$ 61,948.00	\$ 32.00	\$ 29,152.00	\$ 63.50	\$ 57,848.50	\$ 54.00	\$ 49,194.00	\$ 37.00	\$ 33,710.00	\$ 64.50	\$ 58,759.50
29	Cement Concrete Traffic Curb and Gutter	1490	LF	\$45.00	\$ 67,050.00	\$45.00	\$ 67,050.00	\$ 43.00	\$ 64,070.00	\$ 52.00	\$ 77,480.00	\$ 42.00	\$ 62,580.00	\$ 38.00	\$ 56,620.00	\$ 80.00	\$ 89,400.00
30	Precast Concrete Wheel Stop	24	EACH	\$325.00	\$ 7,800.00	\$325.00	\$ 7,800.00	\$ 345.00	\$ 8,280.00	\$ 360.00	\$ 8,640.00	\$ 354.00	\$ 8,496.00	\$ 1,416.00	\$ 34,000.00	\$ 380.00	\$ 9,120.00
31	Raised Pavement Marker Type 2	0.60	HUND	\$950.00	\$ 570.00	\$2,200.00	\$ 1,320.00	\$ 2,415.00	\$ 1,449.00	\$ 2,520.00	\$ 1,512.00	\$ 2,480.00	\$ 1,488.00	\$ 2,130.00	\$ 1,278.00	\$ 1,250.00	\$ 1,500.00
32	Adjust Monument Case and Cover	16	EACH	\$900.00	\$ 14,400.00	\$1,500.00	\$ 24,000.00	\$ 983.00	\$ 15,728.00	\$ 750.00	\$ 12,000.00	\$ 400.00	\$ 6,400.00	\$ 1,600.00	\$ 25,600.00	\$ 1,600.00	\$ 25,600.00
33	Cement Concrete Curb Ramp - Combination	2	EACH	\$2,800.00	\$ 5,600.00	\$3,500.00	\$ 7,000.00	\$ 3,250.00	\$ 6,500.00	\$ 4,075.00	\$ 8,150.00	\$ 2,950.00	\$ 5,900.00	\$ 3,790.00	\$ 7,580.00	\$ 4,500.00	\$ 9,000.00
34	Cement Concrete Curb Ramp - Perpendicular	7	EACH	\$2,500.00	\$ 17,500.00	\$2,400.00	\$ 16,800.00	\$ 2,600.00	\$ 18,200.00	\$ 2,875.00	\$ 20,125.00	\$ 1,800.00	\$ 12,600.00	\$ 3,790.00	\$ 26,530.00	\$ 4,500.00	\$ 31,500.00
35	Cement Concrete Curb Ramp - Parallel	30	EACH	\$2,500.00	\$ 75,000.00	\$2,800.00	\$ 84,000.00	\$ 3,050.00	\$ 91,500.00	\$ 3,300.00	\$ 99,000.00	\$ 2,200.00	\$ 66,000.00	\$ 3,500.00	\$ 105,000.00	\$ 4,500.00	\$ 135,000.00
36	Cement Concrete Curb Ramp - Single Direction	8	EACH	\$2,600.00	\$ 20,800.00	\$2,400.00	\$ 19,200.00	\$ 2,800.00	\$ 22,400.00	\$ 2,875.00	\$ 23,000.00	\$ 1,800.00	\$ 12,600.00	\$ 3,790.00	\$ 26,530.00	\$ 4,500.00	\$ 31,500.00
37	Cement Concrete Sidewalk	489	SY	\$14.50	\$ 7,080.50	\$11.00	\$ 5,379.00	\$ 9.00	\$ 4,401.00	\$ 9.30	\$ 45,477.00	\$ 8.00	\$ 39,120.00	\$ 81.00	\$ 39,699.00	\$ 135.00	\$ 66,015.00
38	Permanent Signing	1	LS	\$7,000.00	\$ 7,000.00	\$10,400.00	\$ 10,400.00	\$ 13,800.00	\$ 13,800.00	\$ 7,750.00	\$ 7,750.00	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 14,100.00	\$ 14,100.00
39	Paint Line	9132	LF	\$1.00	\$ 9,132.00	\$0.70	\$ 6,392.40	\$ 0.70	\$ 6,392.40	\$ 0.75	\$ 6,849.00	\$ 0.75	\$ 6,849.00	\$ 0.60	\$ 5,479.20	\$ 0.70	\$ 6,392.40
40	Painted Wide Line	2668	LF	\$1.25	\$ 3,335.00	\$1.75	\$ 4,668.00	\$ 1.75	\$ 4,668.00	\$ 1.80	\$ 4,802.40	\$ 1.75	\$ 4,669.00	\$ 1.50	\$ 4,002.00	\$ 1.80	\$ 4,802.40
41	Profiled Plastic Line	3561	LF	\$7.50	\$ 26,707.50	\$5.80	\$ 20,653.80	\$ 6.30	\$ 22,434.00	\$ 6.60	\$ 23,502.00	\$ 6.50	\$ 23,145.00	\$ 6.00	\$ 21,360.00	\$ 6.50	\$ 23,145.00
42	Profiled Plastic Wide Line	155	LF	\$9.00	\$ 1,395.00	\$12.80	\$ 1,984.00	\$ 13.80	\$ 2,118.00	\$ 14.40	\$ 2,232.00	\$ 14.00	\$ 2,170.00	\$ 12.00	\$ 1,800.00	\$ 14.25	\$ 2,200.00
43	Plastic Stop Line	570	LF	\$23.00	\$ 13,110.00	\$18.50	\$ 10,545.00	\$ 20.00	\$ 11,400.00	\$ 21.00	\$ 11,970.00	\$ 21.00	\$ 11,970.00	\$ 18.00	\$ 10,260.00	\$ 20.50	\$ 11,685.00
44	Plastic Crossover Line	1138	SF	\$23.00	\$ 26,174.00	\$14.50	\$ 16,501.00	\$ 15.50	\$ 17,638.00	\$ 16.20	\$ 18,435.60	\$ 16.00	\$ 18,208.00	\$ 14.00	\$ 15,932.00	\$ 15.85	\$ 18,037.30
45	Plastic Bicycle Lane Symbol	28	EACH	\$225.00	\$ 6,300.00	\$630.00	\$ 17,640.00	\$ 690.00	\$ 19,320.00	\$ 720.00	\$ 20,160.00	\$ 708.00	\$ 19,824.00	\$ 698.00	\$ 19,546.00	\$ 705.00	\$ 19,740.00
46	Plastic Access Parking Spaces Symbol	7	EACH	\$500.00	\$ 3,500.00	\$480.00	\$ 3,360.00	\$ 517.50	\$ 3,622.50	\$ 540.00	\$ 3,780.00	\$ 531.00	\$ 3,717.00	\$ 495.00	\$ 3,465.00	\$ 530.00	\$ 3,710.00
47	Painted Traffic Arrow	2	EACH	\$300.00	\$ 600.00	\$370.00	\$ 740.00	\$ 402.50	\$ 805.00	\$ 420.00	\$ 840.00	\$ 413.00	\$ 826.00	\$ 355.00	\$ 710.00	\$ 425.00	\$ 850.00
48	Plastic Traffic Arrow	5	EACH	\$420.00	\$ 2,100.00	\$480.00	\$ 2,400.00	\$ 517.50	\$ 2,587.50	\$ 540.00	\$ 2,700.00	\$ 531.00	\$ 2,655.00	\$ 456.00	\$ 2,280.00	\$ 525.00	\$ 2,625.00
49	Plastic Railroad Crossing Symbol	1	EACH	\$480.00	\$ 480.00	\$1,550.00	\$ 1,550.00	\$ 2,012.50	\$ 2,012.50	\$ 2,100.00	\$ 2,						

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Reece Construction Company (Contractor), a profit corporation, organized under the laws of the State of Washington, located and doing business at 1607 114th St NE, Tulalip WA, (the “Contractor”).

WITNESSETH:

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

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

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

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

**2025 Pavement Preservation Project
City Project Number 111430030.54800 T2501**

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2025 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within One Hundred and Sixteen (116) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is [Contract Amount] (\$ 2,318,639.95) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated April 14, 2025 . The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

_____ (City initials)

_____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

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

Contractor:

Reece Construction Company

Attn: Andy Reece

PO Box 1531

Marysville, WA 98270

City:

City of Marysville

Public Works – Attn: Sam Adlington

501 Delta Ave

Marysville, WA 98270

VII. PREVAILING WAGES AND APPRENTICE UTILIZATION REQUIREMENTS.

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

Contractor shall comply with the apprentice utilization requirements of RCW 39.04.300-320 and the requirements set forth in Article 11 of the Supplementary General Conditions. The monetary incentives and penalties are set forth in Article 11.

- VIII. DEBARMENT.** By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor,

or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

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

DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____ (Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Kathryn Bird, Community Development

ITEM TYPE: Public Hearing

AGENDA SECTION: **Public Hearings**

SUBJECT: An **Ordinance** Adopting the 2025-2029 Community Development Block Grant Consolidation Plan

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

SUMMARY: The City of Marysville is an entitlement community eligible to administer the Community Development Block Grant (CDBG) federal program. In order to administer the CDBG federal program the City of Marysville is required to adopt a Consolidated Plan, consisting of a five-year strategic plan and a one-year action plan. The PY2025 Action Plan is the first annual plan of the five-year plan.

A [DRAFT 2025 – 2029 Consolidated Plan](#) describing Marysville’s needs, resources, priorities, strategies, objectives, and proposed activities to be undertaken with respect to HUD programs, including the CDBG programs, was prepared in collaboration with residents, community organizations, and other stakeholders.

The Citizen Advisory Committee (CAC) reviewed the Draft Consolidated Plan and provided a written consensus of a recommendation approval.

Community Development Staff respectfully requests taking public testimony during the public hearing and adopting the 2025 - 2029 CDBG Consolidated Plan, as drafted.

ATTACHMENTS:
[Executive Summary.pdf](#)
[ORD-CDBG 2025-2029 ConPlan.docx](#)



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan

City of Marysville

Community Development Department

501 Delta Avenue

Marysville WA 98270

(360) 363-8000

marysvillewa.gov

Executive Summary

The *City of Marysville 2025-2029 Consolidated Plan* provides a framework to guide the City of Marysville in investing Community Development Block Grant (CDBG) funds to address local priority housing and community development needs that primarily benefit low- and moderate-income persons.

The Consolidated Plan is a comprehensive planning document that the City prepared in collaboration with residents, public and nonprofit agencies, and other stakeholders through consultations and a citizen participation process. The Consolidated Plan was informed by quantitative and qualitative data collected via communications with public and nonprofit agencies and citizens, surveys, public meetings, a public hearing, and general research.

The Consolidated Plan is a requirement of the U.S. Department of Housing and Urban Development (HUD) for receiving and administering CDBG funds. This Con plan will be in effect from July 1, 2025 through June 30, 2029.

Evaluation of past performance

There has been great success in assisting underserved populations with household repairs and chores, food security programs, filling gaps infrastructure, and improving public facilities. These services have allowed individuals to retain their independence and remain in their homes, increase food security, and provide increased access to improved facilities. The agencies receiving CDBG funds are providing a much-needed service and acting in a timely manner.

Another need that has been served by the allocation of CDBG funds has been assistance to homeless and at risk of homelessness individuals and families. For each of the Program Years that have been completed, at least 70 individuals (20 families) had access to transitional housing as well as supportive services to aid them in moving towards securing permanent housing.

A number of Capital Improvement projects were also completed which improved access to, and improved facilities for low-moderate income individuals.

The above-mentioned past performances, as well as evaluation and performance review, helped guide the City in its establishment of goals and projects for the next five years.

Priority Needs

The City has identified the following Priority Needs in the Consolidated Plan:

- Housing
- Homelessness
- Non-homeless Special Needs
- Non-housing Community Development

- Economic Development

Annual Action Plan Activities

The City was awarded \$365,000 for Program Year (PY) 2025. Funds from 2024 projects that are completed under budget will be included in the final allocation and will be updated once Program Year 2024 concludes.

The following activities were recommended to be awarded PY 2025 funds and are included in the 2025 Annual Action Plan (AAP), which is submitted as part of the 2025-2029 Consolidated Plan:

Organization	Activity	PY2025 CAC Recommendation
CAPITAL PROJECTS		
City of Marysville Parks	Comfort Park sidewalk and lighting	\$75,000
Homage Senior Services of Snohomish County	Minor Home Repair	\$110,000
Marysville Community Food Bank	Roof-top solar array	\$70,500
TOTAL (70%)		\$255,500

Organization	Activity	PY2025 CAC Recommendation
PUBLIC SERVICES (15% maximum)		
Marysville Community Food Bank	Food for Thought Backpack Program	\$23,000
Homage Senior Services of Snohomish County	Meals on Wheels	\$16,750
Housing Hope	"Beachwood Apartment" Supportive Services - Homelessness	\$10,000
Catholic Community Services	Volunteer Chore Services	\$5,000
TOTAL (15%)		\$54,750

Organization	Activity	PY2025 CAC Recommendation
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ADMINISTRATION (20% maximum)		
City of Marysville	Planning and Administration	\$54,750
TOTAL (15%)		\$54,750

2025-2029 Strategic Plan

The five-year strategies and objectives set forth in this Consolidated Plan to help address local priority housing and community development needs are outlined below.

Affordable Housing		
Housing Strategy 1 (AHS-1)	Enable homeowners to remain in their homes, primarily benefiting seniors, persons with disabilities, and very low-income persons	
Housing Objective 1 (AHO-1)	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities	
Housing Objective 2 (AHO-2)	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households	
Housing Strategy 2 (AHS-2)	Preserve and increase the affordable housing stock	
Housing Objective 3 (AHO-3)	Provide incentives to public, private, and nonprofit partners to retain, maintain, and/or expand the affordable housing stock	
Homeless		
Homeless Strategy 1 (HMS-1)	Work to reduce and end homelessness	
Homeless Objective 1 (HMO-1)	Assist persons at risk of becoming homeless by providing support for homeless prevention programs	
Homeless Objective 2 (HMO-2)	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families	
Homeless Objective 3 (HMO-3)	Support emergency shelters meeting the needs of homeless Marysville families or runaway youth	
Homeless Strategy 2 (HMS-2)	Promote production of a local emergency shelter for families	
Non-homeless Special Needs		
Special Needs Strategy 1 (SNS-1)	Support an environment that allows special needs populations to safely live with dignity and independence	
Special Needs Objective 1 (SNO-1)	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence	

Community Development	
Community Development Strategy 1 (CDS-1)	Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons
Community Development Strategy 2 (CDS-2)	Promote living wage job creation and retention that benefits low- and moderate-income individuals
Public Facilities Objective 1 (PFO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities
Public Facilities Objective 2 (PFO-2)	Eliminate blighting influences and the deterioration of property and facilities in low- and moderate-income areas by providing funds for rehabilitation
Public Facilities Objective 3 (PFO-3)	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation
Infrastructure Objective 1 (INO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure
Public Services Objective 1 (PSO-1)	Invest in public services concerned with employment, particularly of low- and moderate-income individuals
Public Services Objective 2 (PSO-2)	Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance
Economic Development Objective 1 (EDO-1)	Provide support for the establishment, stabilization, and expansion of small businesses (including micro-businesses) that benefit low- and moderate-income individuals

As the City pursues these strategies and objectives over the next five years, the affordability of decent rental and owned housing units for Marysville’s low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs, should increase. Continued support for public services should aid in the availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents. The completion of public facilities improvements will add to the availability, accessibility and sustainability of a suitable living environment for low-and moderate-income residents.

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING THE 2025 – 2029 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN PURSUANT TO TITLE 24 OF THE CODE OF FEDERAL REGULATIONS (CFR) PART 91.

WHEREAS, the Community Development Block Grant (CDBG) is a federal program administered by the U.S. Department of Housing and Urban Development (HUD) pursuant to 24 CFR Part 570. The primary objective of this program is to help develop viable urban communities through the provision of decent housing, a suitable living environment, and economic opportunity, principally for low- and moderate-income persons; and

WHEREAS, the City of Marysville is an entitlement community eligible to administer the CDBG federal program; and

WHEREAS, in order to administer the CDBG federal program, a Consolidated Plan consisting of a five-year strategic plan and one-year action plan shall be prepared and approved by HUD in accordance with 24 CFR part 91; and

WHEREAS, a DRAFT 2025 – 2029 Consolidated Plan describing Marysville's needs, resources, priorities, strategies, objectives, and proposed activities to be undertaken with respect to HUD programs, including the CDBG programs, was prepared in collaboration with residents, community organizations, and other stakeholders in accordance with 24 CFR part 91; and

WHEREAS, in order to obtain comments from citizens, public and nonprofit agencies and other interested parties, the DRAFT 2025 – 2029 Consolidated Plan was released for 30-day public review on March 21, 2025, in accordance with 24 CFR part 91; and

WHEREAS, in order to afford a reasonable opportunity to examine and submit comments on the DRAFT 2025 – 2029 Consolidated Plan, a summary of the contents was published in the Everett Herald, sent electronically to the mailing list of interested agencies and persons maintained by the Community Development Department, and copies were made available at the Marysville Civic Campus, City of Marysville's web page, and social media sites. In addition, the DRAFT 2025 – 2029 Consolidated Plan was made available in a format accessible to persons with disabilities, upon request; and

WHEREAS, written comments received during the 30-day public review, and oral comments received during the public hearing, were considered in preparation of the FINAL 2025 – 2029 Consolidated Plan; and

WHEREAS, the Citizen Advisory Committee reviewed the Draft Plan and made a recommendation to the City Council to approve the 2025-2029 Consolidated Plan; and

WHEREAS, a summary of the written and oral comments are included as an attachment to the FINAL 2025 – 2029 Consolidated Plan; and

WHEREAS, on April 28, 2025, the Marysville City Council reviewed the Citizen Advisory Committee's recommendation relating to the adoption of the FINAL 2025 – 2029 Consolidated Plan;

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

Section 1. The document entitled "2025 – 2029 Consolidated Plan," is hereby adopted pursuant to 24 CFR Part 91. A copy of said Plan shall be made available for inspection and review at the office of the City Clerk and the office of Community Development.

Section 2. The Director of Community Development is hereby directed to forward the 2025 – 2029 Consolidated Plan to Snohomish County to be included as part of the Housing Consortia's Consolidated Plan, which will in turn be submitted to HUD for approval in accordance with 24 CFR Part 91.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT: A **Resolution** Amending the City's Personnel Rules

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No._____.

SUMMARY:

This Resolution requests approval to revise the following City Personnel Rules:

Personnel Policy 5.1 – Workweek and Timesheets: Proposed changes define the City’s service hours as 8:00am – 4:30pm and core working hours for employees as 9:00am – 3:30pm.

Personnel Policy 5.5 – Alternative Work Schedule: Proposed changes define alternative work schedule arrangements available for employees in which employees may request one of the following options:

- 9/80 Schedule: Employees work 80 hours over a two-week period of nine (9) working days.
- 5/40 Schedule: Employees assigned to a department or division with an established work schedule that exceeds 8 hours in a work day may request to work 40hrs in a 5 day work week.
- Scheduled Remote Work: Limited to one (1) day per week.

Proposed changes are intended to establish a consistent and predictable work environment that maintains a substantial measure of employee flexibility while prioritizing the City’s business needs to provide service to citizens. All requests for alternative work schedules are subject to leadership review and approval and must demonstrate that it will impact the City’s ability to provide service. Alternative work schedules are considered an employee privilege that can be discontinued at any time and will be reviewed at least annually.

In addition, this Resolution requests the addition of a new section to the City’s Personnel Rules with Personnel Policy 5.6 – Remote Work. This new policy establishes clear guidelines for remote work to include the limit of scheduled remote work days per week to one, review and approval process at the discretion of department leadership, and employee accountability to ensure their adherence to meet internal and external service expectations while working remotely.

ATTACHMENTS:

[Resolution_ - Amending_Personnel_Rules.pdf](#)

[Policy 5.1 - Workweek and Timesheets.pdf](#)

[Policy 5.5 - Alternative Work Schedule.pdf](#)

[Policy 5.6 - Remote Work.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING THE CITY'S PERSONNEL RULES.**

WHEREAS, section 2.50.010 of the municipal code requires the City Council to adopt personnel rules governing all employees of the City of Marysville; and

WHEREAS, from time to time it is appropriate for the Council to revise the Personnel Rules due to changed conditions; and

WHEREAS, the Personnel Rules should be revised to reflect current city policies and practices, and to be consistent with current state and federal laws and regulations; and

WHEREAS, work schedules were altered, often on an ad hoc basis, during the COVID-19 pandemic; and

WHEREAS, these altered schedules included remote work and alternative work schedules; and

WHEREAS, the Mayor directed that policies regarding work schedules be reviewed and analyzed to balance customer service, city business needs, and employee flexibility; and

WHEREAS, after several months of study policies were drafted to set standards regarding alternative schedules and remote work, and establishing core office hours; and

WHEREAS, the Mayor believes these policies would establish a consistent and predictable work environment, serve city business needs, and maintain a substantial measure of employee flexibility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Section 5.1 of the Personnel Rules for the City of Marysville is amended as set forth in Exhibit A.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Section 5.5 of the Personnel Rules for the City of Marysville is amended as set forth in Exhibit B.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that a new Section 5.6 is added to the Personnel Rules for the City of Marysville as set forth in Exhibit C.

ADOPTED by the City Council at an open public meeting this _____ day of April,
2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

EXHIBIT A

5.1 Workweek and Timesheets

The ~~typical workweek for City's established service hours to the public employees is are~~ 8:00 a.m.-~~5:00~~4:30 p.m., Monday through Friday, ~~with a one hour meal period during which employees are completely relieved of all duties; this is a 40-hour workweek.~~ The ~~typical standard workweek for City employees full week is defined as~~ Monday through Sunday ~~for all employees unless otherwise established in an individual alternative work schedule agreement.~~ ~~Due to the nature of their work and the needs of the City, some departments may have different schedules or workweeks, as determined by the CAO. Normal-~~ The standard workweeks may be modified by the ~~CAO~~ City Administrator in response to budget requirements or emergency conditions. ~~The City will consider requests for alternative work schedules on an individual basis.~~

Core working hours for employees at the Marysville Civic Center and Marysville Community Center are 9:00a.m. – 3:30p.m.

Employees ~~working at these location~~the Marysville Civic Center and Marysville Community Center must be scheduled to work during the City's established core service hours as defined in this policy but flexible work hours may be available that allow an employee to work a schedule other than 8:00a.m. – 4:30p.m. Available routine flexible hour schedules are as follows: a. 7:00a.m. – 3:30p.m., b. 7:30a.m. – 4:00p.m., c. 8:00a.m. – 4:30p.m., d. 8:30a.m. – 5:00p.m., e. 9:00a.m. – 5:30p.m. Flexible hour requests are approved at the department level but must be documented on a Flex/Alternative Work Agreement form and submitted to Human Resources. In special circumstances related to job duties and necessary hours for work to be performed, a 6:30a.m. – 3:00p.m. flexible schedule may be approved by the City Administrator. All employee schedules shall be reviewed at least annually. Department directors are responsible for ensuring departments are adequately staffed to provide in-person service during established service hours.

Non-exempt, hourly employees may be granted temporary flexible work hours on a case-by-case basis by their supervisor to meet department or division business such as staff coverage at events, attendance at City Council meetings, commission or committee meetings, training opportunities or to meet an employee's temporary personal needs but shall return to their standard work schedule after the temporary period.

Exempt, salaried employees may also be granted a temporary flexible schedule to meet business or personal needs, but this is not intended to replace Policy 4.6, Exempt Employees, which states that exempt employees are expected to work the hours required to perform the duties of their assigned position. Exempt employees are eligible to take Administrative Leave in accordance with Policy 8.17.

Schedules for departments and their divisions working out of the Public Works facility shall be established by the Department Director with approval from the City Administrator. Any

employees requesting a deviation from the established work schedule shall submit an alternative work agreement request in accordance with Policy 5.5, Alternative Work Schedule.

The Police Department staffs on a 24/7 basis with shifts defined by division and established by the Police Chief with approval from the City Administrator. Any employees requesting a deviation from the established division work schedule shall submit an alternative work agreement request in accordance with Policy 5.5, Alternative Work Schedule.

Employees shall not begin work before their normal starting time or work after their normal ending time without the prior approval of their supervisor, nor shall they work overtime hours without verbal approval from their department directors or designees. Supervisors are responsible for ensuring staff adherence to established schedules. Employees working outside of an established work schedule without prior approval from a supervisor or designee are subject to disciplinary action, up to and including termination.

Overtime compensation begins when an employee works in excess of 40 hours in one workweek, unless otherwise established in collective bargaining agreement, overtime agreement or alternative work agreement. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the ~~CAO~~ City Administrator for extraordinary circumstances.

Official payroll records, including timesheets, are kept by the Finance Department. Employees must accurately report all hours worked and leaves taken on specified payroll forms. Falsifying payroll records, such as underreporting of leave time or over reporting of working time, is prohibited; failure to accurately complete payroll forms is grounds for disciplinary action, up to and including termination of employment.

~~Department directors~~ All leaders ~~Supervisors, Managers and Directors~~ shall turn in accurate, signed timesheets for ~~all employees~~ their direct reports within their departments, recording hours worked, leaves taken, and overtime hours worked for each payroll period. Earned or accrued compensatory time shall be documented on City forms, including the date, number of hours, and the activity for which compensatory time is being claimed. The ~~Mayer~~ City Administrator or designee shall sign timesheets for department directors.

EXHIBIT B

5.5 Alternative Work Schedule

An alternative work schedule is defined as a schedule that deviates from a department or division's established core work schedule. Regular Full-time employees may request an alternative work schedule and the request may be approved if it are eligible to apply for alternative work schedules. Alternative work schedules may be approved if they will not materially interfere with the City's regular business operations and will not compromise the City's existing service to citizens. Employees may be granted both a flex schedule as defined in Policy 5.1, Workweek and Timesheets and one of the alternative work options.

Alternative work schedules are not appropriate for all employees. No employee is entitled to, or guaranteed, the opportunity to an alternative work schedule. The employee and supervisor will assess the job responsibilities of the employee to determine if the job is appropriate for an alternative work schedule. The ability of some departments or divisions in the City to offer alternative work schedules does not indicate the ability for other departments or divisions to do so. Some positions in the City may not qualify for an alternative work schedule due to necessary office hours, the public facing components of the position, the necessary operations of the City, or other reasons as determined by the department director.

Department directors and the Human Resources Director Direct supervisors will recommend action on an employees' request for an alternative work schedule, which will be subject to review and approval by the department's director and Human Resources. Employees must meet and maintain a satisfactory performance evaluation to be eligible for an alternative work schedule. Employees within their probationary period may be denied their request for an alternative work schedule. s, and the CAO has the sole discretion to approve alternative work schedules based on objective review of the individual circumstances and the demands of the position and needs of the department and City. Employees who have documented performance problems or employees in their orientation periods may be denied their request for an alternative work schedule based on individual circumstances.

Alternative work schedules shall be reviewed annually and Approved alternative work schedules will be implemented for a trial period not to exceed six months. After three months working an alternative work schedule, the department director and Human Resources Director will reevaluate the situation and recommend its continuance or discontinuance to the CAO. Alternative work schedules can be discontinued at any time, with or without cause. A new request shall be submitted at least every two years to maintain the employee's alternative work schedule. Approved alternative work schedules are specific to the position for which it was approved, therefore if an employee's position changes, they must re-apply for an alternative work schedule. If an employee's alternative work schedule will be removed, the employee will be provided a minimum two week notice of the schedule change.

There are a variety of possible alternative work schedules. Three of the most common are the followingAn employee is eligible for only one work schedule option as defined below, and may also be granted a flex schedule:

- ~~4/40: Employees work four days per week for ten hours per day. Any change in day off must be preapproved and will be a change in employees' regular work schedules.~~
- 9/80: Employees work 80 hours over a two-week period of nine working days. For example: Employees work four days of nine hours per day and one day of eight hours the first week, and the second week, they work four days of nine hours per day. This results in one extra (in addition to regular nonworking days, such as weekends) day off every two weeks. Employees are eligible for overtime if they exceed 9 hours in the workday or 80 hours in the two-week period defined workweek. Employees approved for a 9/80 work schedule will have an individual FLSA workweek documented on their alternative work schedule form based on their assigned work schedule. Scheduled flex days may only occur on Mondays or Fridays and cannot be scheduled to occur in the middle of the week. Available 9/80 schedules for employees at the Marysville Civic and Community Centers are as follows with the employee's start time to remain the same for all scheduled shifts:
 - a. 6:30a.m. – 4:00p.m.
 - b. 7:00a.m. - 4:30p.m.
 - c. 7:30a.m. – 5:00p.m.
 - d. 8:00a.m. - 5:30p.m.
- 5/40 Schedule: Employees assigned to a department or division that has an established work schedule that exceeds 8hrs in a work day may request a 5/40 schedule as an alternative work schedule.
- Scheduled Remote Work: Employees may be approved for scheduled remote work as defined in Policy 5.6, Remote Work not to exceed one day of scheduled remote work per week. Flexible hours: Core hours, those hours that must be part of a regular work schedule, are established, and employees have flexibility to alter the start and end of their regular workday. For example, for an 8-hour day (plus a 1-hour lunch break), if core hours are set at 10 a.m. - 4 p.m., the employee could work from 7 a.m. - 4 p.m., 9 a.m. - 6 p.m., or a similar schedule.

Alternative work schedules must be predesignated and are not flexible. Employees' workweeks, as defined by the Fair Labor Standards Act, are a fixed and regular recurring period of 168 hours—seven consecutive 24-hour periods. The workweek for employees with alternative work schedules remains consistent with the workweek defined in Policy 5.1, Workweek and Timesheets however employees on a 9/80 schedule will have an individual FLSA workweek defined on their alternative work schedule agreement. Once the beginning of a workweek is established, however, it must remain fixed regardless of the schedule of hours worked by employees. The beginning of the workweek may be changed if changes are intended to be permanent and are not designed to evade overtime requirements of the FLSA. - can begin on any day of the week and at any hour of the day. Once the beginning time of a workweek is established, however, it must remain fixed regardless of the schedule of hours worked by

~~employees. The beginning of the workweek may be changed if changes are intended to be permanent and are not designed to evade overtime requirements of the FLSA.~~

Changes in alternative work schedules must be submitted on a new Flex/Alternative Work Agreement form and approved by the employee's supervisor, director and Human Resources. ~~Updates to Flex/Alternative Work Agreements will be considered an permanent ongoing change in the employees' regular work schedule. preapproved by department directors, Human Resources Director, and CAO and will be a change in employees' regular work schedules.~~

~~Since a holiday is always considered to be eight hours, employees working a shift greater than eight hours shall may~~ During weeks in which paid holiday leave occurs, employees on alternative work schedules have two choices. They may either revert to a regular 5 days/40 hours schedule ~~(employees working a 9 days/80 hours schedule will need to revert for two weeks)~~ or they may use accrued vacation or compensatory leave time to make up any difference in the number of regularly scheduled work hours or work an additional hour within the same workweek as approved by the Supervisor. ~~since a holiday is always considered to be eight hours.~~

Sick leave and vacation leave will continue to accrue at the regular rate. When employees use a full workday of sick or vacation leave, the time charged will be equivalent to the number of hours they were scheduled to work that day. This accounts for actual time absent for regularly scheduled work hours.

Rest breaks and meal periods must be taken per the City's *Rest Breaks and Meal Periods* policy.

Employees interested in applying for an alternative work schedule should discuss their interest with their supervisor. The Flex/Alternative Work Agreement form is available through Human Resources. ~~contact the Human Resources office to obtain the appropriate form.~~

EXHIBIT C

5.6 Remote Work

The remote work policy shall apply to all regular, full time employees of the City of Marysville who have successfully completed the probationary period.

Remote work is not appropriate for all employees. No employee is entitled to, or guaranteed the opportunity to remote work. The employee and supervisor will assess the job responsibilities of the employee to determine if the job is appropriate for remote working. The ability of some departments or divisions in the City to offer remote work does not indicate the ability for other departments or divisions to do so. Some positions in the City may not qualify for remote work due to necessary office hours, the public facing components of the position, the necessary operations of the City, or other reasons as determined by the department director.

Workplace policies, including time and attendance requirements and employee expectations while performing official duties remain in effect while an employee is working remotely. Additionally, employees are expected to follow their standard work schedule, unless temporary flexible work hours have been approved in advance by their supervisor or designee in writing.

Remote work may facilitate the management of work and dependent care, however, it is not a substitute for dependent care. Employees may not remote work with the intent of, or for the sole purpose of, meeting their dependent care responsibilities while performing official duties. In the event the level of care needed for a dependent prevents or significantly disrupts work accomplishment, remote workers shall notify their supervisor as soon as possible and request approval for appropriate leave while performing dependent care responsibilities. A remote work arrangement is not an acceptable substitute when an employee otherwise needs use of an authorized leave.

The supervisor has full discretion to deny a telework agreement if they deem it not appropriate.

- Department directors and assistant directors are not eligible for a routine remote work schedule as defined in Policy 5.5, Alternative Work Schedule. Directors may be approved for ad hoc remote work with advanced notice and approval by the City Administrator. Assistant directors may be approved for ad hoc remote work by the Director.
- Managers are only eligible to remote work with an understanding that another designated manager, assistant director or director assumes the day-to-day responsibility for the on-site staff during a manager's remote workday.
- Supervisors of field staff (they have no office staff) are not eligible to remote work on a routine basis.

Type of Arrangement:

The city authorizes two different remote work arrangements, both of which require completion of a Flex/Alternative Work Agreement form. All remote work is subject to approval by the Department Director and Human Resources.

Temporary Remote Work: Temporary remote work arrangements may be approved for an employee not to exceed three consecutive working days. Temporary remote work can be approved in advance in anticipation of inclement weather for positions in

which remote work can be used to accomplish business objectives. In order to be granted temporary remote work, the employee must have a Flex/Alternative Work Agreement form on file with Human Resources authorizing occasional temporary remote work. If an employee performs remote work on a regular basis rather than an occasional basis, or the temporary arrangement lasts longer than three consecutive days, the remote work is considered scheduled remote work and the appropriate application and agreement must be completed.

Scheduled Remote Work: Permitted for employees up to one (1) day per week and subject to the scheduling terms and defined objectives in the Remote Work Agreement prepared by the employee and immediate supervisor.

Customer service is paramount for all departments so employee work schedules may change to meet the needs of the customer. Department directors are responsible for ensuring their departments are adequately staffed to provide in person service during established City service hours per Policy 5.1, Workweek and Timesheets. Managers and Supervisors are responsible for ensuring those coverage standards are met regardless of vacation, sick, or remote work scheduled days. Directors, Managers and Supervisors may suspend remote working privileges on a temporary or permanent basis to ensure adequate department coverage and/or to address other work demands that arise.

Employees authorized for remote work shall ensure that they are checking their voicemails and emails regularly and responding to internal and external customers timely.

Eligibility:

Remote work agreements will only be approved if the employee has a portion of their workload that can be completed outside of the office. Other eligibility considerations are:

- If needs of both internal and external customers can be met without adverse impact to the organization.
- Employees must have successfully passed their probationary period and have a documented history of meeting or exceeding expectations on their performance evaluations and other performance documentation over the last 12 months. Employees that receive Needs Improvement on their annual evaluation or are on a performance improvement plan will have their remote work privileges suspended.
- The remote worker must arrange with their co-workers and supervisor for coverage of on-site job demands that arise on remote work days. If during the effective period of a Remote Work Agreement coverage cannot be provided without a decrease in service levels or additional cost to the City, the supervisor shall require the employee to report to their regular workstation at City premises.
- Employees may be required to come into the office on their remote work day for operational purposes and rescheduling their remote work day is not guaranteed and is dependent on operational needs. The Department Director may change the remote work schedule at any time depending on the business needs. Travel time into the office is not paid time. Travel time to and from a remote work location must be done on an employee's personal time.

The employee's schedule shall be outlined in the agreement and in compliance with wage and hour laws, City of Marysville policies and any applicable collective bargaining agreement. Any personal leave time to be taken during a remote work period must be preapproved and

requested in the same manner as other leave requests. Such approval should be documented in writing, which may be by email.

Employees who work more than five (5) hours per day on their remote work day shall receive, at a minimum, a thirty (30) minute lunch period. Lunch periods are considered unpaid time unless the employee is required to perform their duties at any time during their lunch period.

FLSA non-exempt employees are entitled to one fifteen-minute break in the morning and one fifteen-minute break in the afternoon for each four hours of work on a remote work day, in addition to the lunch period. Exempt employees may take breaks as time permits.

If the remote worker chooses to work at a location besides a home office, they must receive approval from their supervisor prior to beginning the remote work. The supervisor must consult with Human Resources with any questions regarding the appropriateness of a different location as a remote work site.

Prior to beginning remote work, the employee and supervisor shall discuss and identify the assignments to be completed by the employee while teleworking.

Criteria will be identified prior to the start of the arrangement that will be used to evaluate the success of the assignments and any work product expected to be completed by the supervisor. Agreements for routine telework must be evaluated at regular intervals, with the minimum evaluation period of once a year during the employee's annual evaluation. Work products must be produced, and daily check-ins between the employee and supervisor must occur.

Equipment & Data Security:

The supervisor will determine appropriate equipment needs for each remote work arrangement and will supply necessary general office supplies. For security purposes, it is preferred the employee log on remotely using a city-owned laptop. If the employee does not have a city-owned laptop, the Supervisor will determine if using a personal laptop is appropriate and must be approved by Human Resources and Information Technology. Office furniture and household expenses such as rent/mortgage and utilities will not be paid for or purchased by the City of Marysville. Equipment supplied by the City of Marysville is to be used for business purposes only. Equipment supplied by the employee will be the responsibility of the employee to maintain. The employee acknowledges that equipment used for business purposes but owned by the employee is subject to Public Records laws and may be inspected as necessary. The City of Marysville accepts no responsibility for damage or repairs to the employee-owned equipment.

Technical support is available to employees via the City's Information Help Desk for City-owned equipment, network related connectivity issues and software programs. It is the remote worker's responsibility to ensure the internet connection has been tested at their home office prior to the beginning of their telework agreement. Any down time related to technical issues should be reported to the supervisor immediately.

Remote workers must follow current policies pertaining to data security and city resources. Any licensed software needed to telework will be put on the laptop as appropriate.

Employees who work remotely are expected to be available during their defined work hours by email and have functioning internet and phone service. Remote workers must be accessible by

phone and are required to forward their desk phone to their City provided cell phone. Remote workers must check their desk voicemail at least three times a day to ensure timely service and response. It is up to the employee and supervisor to determine any additional communication requirements and outline it in the Remote Work Agreement.

The employee and supervisor shall take appropriate safeguards to secure confidential data and information. Any City materials taken home should be kept in the designated work area and not be accessible to others and be returned when the assignment is complete.

Remote Work Location:

Employees must designate a workspace at home, which must be maintained in a safe, hazard-free condition. Employees working remotely will be responsible for completing a remote workspace safety checklist. The Human Resources department or designee reserves the right to perform an on-site inspection at the employee's designated remote work location with 24hrs advanced notice.

If the employee is injured in the course and scope of performing the official duties during the agreed upon work hours, regardless of work location, the employee is covered under the state's worker's compensation law. The employee must notify their supervisor immediately and complete the necessary forms.

Worker's Compensation does not apply to non-job-related injuries that occur in an employee's home or injuries sustained during a commute trip in the employee's personal vehicle; and it does not cover claims for injuries to third parties, including members of the employee's family, or damage to property that occurs on the remote working employee's premises.

Employees may not conduct in-person business meetings while working at their remote work location.

Additional Program Guidelines:

Remote work is not authorized for employees that have second jobs, unless approved by the Department Director, Human Resources and City Administrator.

Remote work is not a substitute for the care of dependents. Employees may not simultaneously care for another person (e.g. children, elderly, spouse) while working remotely unless prior written approval is received from the Department Director and Human Resources.

Employee requests to work remotely as an accommodation for their own medical condition are handled through the accommodation process. Employees should discuss accommodation-related remote work requests directly with Human Resources.

Participation in the Remote Work program may be revoked if an employee violates or abuses the program. Violations that result in remote work privileges being revoked may result in disciplinary action up to, and including termination. Violations and abuses include, but are not limited to:

- Failure to provide satisfactory work products or deficits in performance.
- Using remote work hours to conduct personal business, perform work outside of City business, and/or taking breaks that exceed authorized periods without prior approval.
- Failure to accurately report time.
- Frequent absences or unexcused tardiness from work.
- Failure to receive prior authorization from their supervisor to adjust work hours.

If an employee is required to come into the office, the travel time is not paid time. Travel time to and from their regular work location is to be done on the employee's personal time.

Remote work assignments are not permitted for out of state residents. Remote workers may be called to report to their City workspace on a regularly scheduled remote workday; therefore, all employees must reside in Washington State and their remote worksite must be within a reasonable distance to their City worksite to respond to workplace reporting requirements.

Employees may remote work from alternate locations outside their remote worksite, provided those locations are also within a reasonable distance to their City worksite and meet the requirements of this policy. Employees wishing to temporarily remote work from locations outside a reasonable distance to their City worksite shall obtain prior approval from their supervisor. "Reasonable distance" will be determined by the department director based on departmental business needs.

An employee who wishes to end their telework arrangement may do so with written notification to their supervisor.

Participating in the remote work program is a benefit of the City of Marysville's Alternative Work Schedule policy and is not a guaranteed privilege. The City reserves the right to modify or end a remote work arrangement at its sole discretion, and there may be time when employees who are working remotely may be required to spend more time than planned in the office upon the request of their Supervisor. Generally, employees shall be given at least ten (10) working days' notice before a remote work assignment is modified but decisions may be more immediate based upon business needs of the Department and/or City. Furthermore, the City may discontinue the remote work program in whole, or in part, at any time. If the City discontinues the program, affected employees will be provided thirty (30) calendar days' notice prior to the discontinuation of the program. Said discontinuation shall not be subject to the grievance process or any claim of prevailing rights. For all employees who are represented under the terms of a collective bargaining agreement, this policy prevails except where it conflicts with the collective bargaining agreement, or any memoranda of agreement to the collective bargaining agreement, relative to members of the bargaining unit.

Procedure:

To initiate a remote work arrangement, an employee should complete the Remote Work Application and submit the application to their direct supervisor. The supervisor or designee will review the application and make a recommendation for approval or denial within five (5) working days. Concurrently, the employee should complete a Remote Work Checklist to determine any necessary items that would be needed to carry out a remote work assignment. Informal remote work arrangements can be pre-approved in advance without a specific date being identified.

If approved, the supervisor and employee will complete a Remote Work Agreement and forward the completed agreement to the Department Director for approval.

Upon the Director's approval, the application, agreement and checklist are forwarded to the Human Resources Department for review and final approval. Any concerns will be addressed

within seven (7) working days of receipt. Denied requests will be returned to the employee with explanation.

All remote workers will adhere to the City policies while working from their approved remote work location.

Emergencies:

In the event of a federal, state, or local declaration of emergency, stay-at-home order, or other emergency, the City Administrator or Mayor may temporarily waive certain requirements of this policy to ensure employee safety and continuity of operations.

5.1 Workweek and Timesheets

The City's established service hours to the public are 8:00 a.m.-4:30 p.m., Monday through Friday. The standard workweek for City employees is defined as Monday through Sunday for all employees unless otherwise established in an individual alternative work schedule agreement. The standard workweek may be modified by the City Administrator in response to budget requirements or emergency conditions.

Core working hours for employees at the Marysville Civic Center and Marysville Community Center are 9:00a.m. – 3:30p.m.

Employees working at the Marysville Civic Center and Marysville Community Center must be scheduled to work during the City's established core service hours as defined in this policy but flexible work hours may be available that allow an employee to work a schedule other than 8:00a.m. – 4:30p.m. Available routine flexible hour schedules are as follows: a. 7:00a.m. – 3:30p.m., b. 7:30a.m. – 4:00p.m., c. 8:00a.m. – 4:30p.m., d. 8:30a.m. – 5:00p.m., e. 9:00a.m. – 5:30p.m. Flexible hour requests are approved at the department level but must be documented on a Flex/Alternative Work Agreement form and submitted to Human Resources. In special circumstances related to job duties and necessary hours for work to be performed, a 6:30a.m. – 3:00p.m. flexible schedule may be approved by the City Administrator. All employee schedules shall be reviewed at least annually. Department directors are responsible for ensuring departments are adequately staffed to provide in-person service during established service hours.

Non-exempt, hourly employees may be granted temporary flexible work hours on a case-by-case basis by their supervisor to meet department or division business such as staff coverage at events, attendance at City Council meetings, commission or committee meetings, training opportunities or to meet an employee's temporary personal needs but shall return to their standard work schedule after the temporary period.

Exempt, salaried employees may also be granted a temporary flexible schedule to meet business or personal needs, but this is not intended to replace Policy 4.6, Exempt Employees, which states that exempt employees are expected to work the hours required to perform the duties of their assigned position. Exempt employees are eligible to take Administrative Leave in accordance with Policy 8.17.

Schedules for departments and their divisions working out of the Public Works facility shall be established by the Department Director with approval from the City Administrator. Any employees requesting a deviation from the established work schedule shall submit an alternative work agreement request in accordance with Policy 5.5, Alternative Work Schedule.

The Police Department staffs on a 24/7 basis with shifts defined by division and established by the Police Chief with approval from the City Administrator. Any employees requesting a

deviation from the established division work schedule shall submit an alternative work agreement request in accordance with Policy 5.5, Alternative Work Schedule.

Employees shall not begin work before their normal starting time or work after their normal ending time without the prior approval of their supervisor, nor shall they work overtime hours without verbal approval from their department directors or designee. Supervisors are responsible for ensuring staff adherence to established schedules. Employees working outside of an established work schedule without prior approval from a supervisor or designee are subject to disciplinary action, up to and including termination.

Overtime compensation begins when an employee works in excess of 40 hours in one workweek, unless otherwise established in collective bargaining agreement, overtime agreement or alternative work agreement. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purpose of computing overtime. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the City Administrator for extraordinary circumstances.

Official payroll records, including timesheets, are kept by the Finance Department. Employees must accurately report all hours worked and leaves taken on specified payroll forms. Falsifying payroll records, such as underreporting of leave time or over reporting of working time, is prohibited; failure to accurately complete payroll forms is grounds for disciplinary action, up to and including termination of employment.

Supervisors, Managers and Directors shall turn in accurate, signed timesheets for their direct reports recording hours worked, leaves taken, and overtime hours worked for each payroll period. Earned or accrued compensatory time shall be documented on City forms, including the date, number of hours, and the activity for which compensatory time is being claimed. The City Administrator or designee shall sign timesheets for department directors.

5.5 Alternative Work Schedule

An alternative work schedule is defined as a schedule that deviates from a department or division's established core work schedule. Full-time employees may request an alternative work schedule and the request may be approved if it will not materially interfere with the City's regular business operations and will not compromise the City's existing service to citizens. Employees may be granted both a flex schedule as defined in Policy 5.1, Workweek and Timesheets and one of the alternative work options.

Alternative work schedules are not appropriate for all employees. No employee is entitled to, or guaranteed, the opportunity to an alternative work schedule. The employee and supervisor will assess the job responsibilities of the employee to determine if the job is appropriate for an alternative work schedule. The ability of some departments or divisions in the City to offer alternative work schedules does not indicate the ability for other departments or divisions to do so. Some positions in the City may not qualify for an alternative work schedule due to necessary office hours, the public facing components of the position, the necessary operations of the City, or other reasons as determined by the department director.

Direct supervisors will recommend action on an employees' request for an alternative work schedule, which will be subject to review and approval by the department's director and Human Resources. Employees must meet and maintain a satisfactory performance evaluation to be eligible for an alternative work schedule. Employees within their probationary period may be denied their request for an alternative work schedule.

Alternative work schedules shall be reviewed annually and can be discontinued at any time, with or without cause. A new request shall be submitted at least every two years to maintain the employee's alternative work schedule. Approved alternative work schedules are specific to the position for which it was approved, therefore if an employee's position changes, they must re-apply for an alternative work schedule. If an employee's alternative work schedule will be removed, the employee will be provided a minimum two week notice of the schedule change.

An employee is eligible for only one work schedule option as defined below, and may also be granted a flex schedule:

- 9/80: Employees work 80 hours over a two-week period of nine working days. For example: Employees work four days of nine hours per day and one day of eight hours the first week, and the second week, they work four days of nine hours per day. This results in one extra (in addition to regular nonworking days, such as weekends) day off every two weeks. Employees are eligible for overtime if they exceed 9 hours in the workday or 40 hours in the defined workweek. Employees approved for a 9/80 work schedule will have an individual FLSA workweek documented on their alternative work schedule form based on their assigned work schedule. Scheduled flex days may only occur on Mondays or Fridays and cannot be scheduled to occur in the middle of the week. Available 9/80 schedules for employees at the Marysville Civic and Community

Centers are as follows with the employee's start time to remain the same for all scheduled shifts:

- a. 6:30a.m. – 4:00p.m.
 - b. 7:00a.m. - 4:30p.m.
 - c. 7:30a.m. – 5:00p.m.
 - d. 8:00a.m. - 5:30p.m.
- 5/40 Schedule: Employees assigned to a department or division that has an established work schedule that exceeds 8hrs in a work day may request a 5/40 schedule as an alternative work schedule.
 - Scheduled Remote Work: Employees may be approved for scheduled remote work as defined in Policy 5.6, Remote Work not to exceed one day of scheduled remote work per week.

Alternative work schedules must be predesignated and are not flexible. Employees' workweeks, as defined by the Fair Labor Standards Act, are a fixed and regular recurring period of 168 hours—seven consecutive 24-hour periods. The workweek for employees with alternative work schedules remains consistent with the workweek defined in Policy 5.1, Workweek and Timesheets however employees on a 9/80 schedule will have an individual FLSA workweek defined on their alternative work schedule agreement. Once the beginning of a workweek is established, however, it must remain fixed regardless of the schedule of hours worked by employees. The beginning of the workweek may be changed if changes are intended to be permanent and are not designed to evade overtime requirements of the FLSA.

Changes in alternative work schedules must be submitted on a new Flex/Alternative Work Agreement form and approved by the employee's supervisor, director and Human Resources. Updates to Flex/Alternative Work Agreements will be considered an ongoing change in the employees' regular work schedule.

Since a holiday is always considered to be eight hours, employees working a shift greater than eight hours may use accrued vacation or compensatory leave time to make up any difference in the number of regularly scheduled work hours or work an additional hour within the same workweek as approved by the Supervisor.

Sick leave and vacation leave will continue to accrue at the regular rate. When employees use a full workday of sick or vacation leave, the time charged will be equivalent to the number of hours they were scheduled to work that day. This accounts for actual time absent for regularly scheduled work hours.

Rest breaks and meal periods must be taken per the City's *Rest Breaks and Meal Periods* policy.

Employees interested in applying for an alternative work schedule should discuss their interest with their supervisor. The Flex/Alternative Work Agreement form is available through Human Resources.

5.6 Remote Work

The remote work policy shall apply to all regular, full time employees of the City of Marysville who have successfully completed the probationary period.

Remote work is not appropriate for all employees. No employee is entitled to, or guaranteed the opportunity to remote work. The employee and supervisor will assess the job responsibilities of the employee to determine if the job is appropriate for remote working. The ability of some departments or divisions in the City to offer remote work does not indicate the ability for other departments or divisions to do so. Some positions in the City may not qualify for remote work due to necessary office hours, the public facing components of the position, the necessary operations of the City, or other reasons as determined by the department director.

Workplace policies, including time and attendance requirements and employee expectations while performing official duties remain in effect while an employee is working remotely. Additionally, employees are expected to follow their standard work schedule, unless temporary flexible work hours have been approved in advance by their supervisor or designee in writing.

Remote work may facilitate the management of work and dependent care, however, it is not a substitute for dependent care. Employees may not remote work with the intent of, or for the sole purpose of, meeting their dependent care responsibilities while performing official duties. In the event the level of care needed for a dependent prevents or significantly disrupts work accomplishment, remote workers shall notify their supervisor as soon as possible and request approval for appropriate leave while performing dependent care responsibilities. A remote work arrangement is not an acceptable substitute when an employee otherwise needs use of an authorized leave.

The supervisor has full discretion to deny a telework agreement if they deem it not appropriate.

- Department directors and assistant directors are not eligible for a routine remote work schedule as defined in Policy 5.5, Alternative Work Schedule. Directors may be approved for ad hoc remote work with advanced notice and approval by the City Administrator. Assistant directors may be approved for ad hoc remote work by the Director.
- Managers are only eligible to remote work with an understanding that another designated manager, assistant director or director assumes the day-to-day responsibility for the on-site staff during a manager's remote workday.
- Supervisors of field staff (they have no office staff) are not eligible to remote work on a routine basis.

Type of Arrangement:

The city authorizes two different remote work arrangements, both of which require completion of a Flex/Alternative Work Agreement form. All remote work is subject to approval by the Department Director and Human Resources.

Temporary Remote Work: Temporary remote work arrangements may be approved for an employee not to exceed three consecutive working days. Temporary remote work can be approved in advance in anticipation of inclement weather for positions in

which remote work can be used to accomplish business objectives. In order to be granted temporary remote work, the employee must have a Flex/Alternative Work Agreement form on file with Human Resources authorizing occasional temporary remote work. If an employee performs remote work on a regular basis rather than an occasional basis, or the temporary arrangement lasts longer than three consecutive days, the remote work is considered scheduled remote work and the appropriate application and agreement must be completed.

Scheduled Remote Work: Permitted for employees up to one (1) day per week and subject to the scheduling terms and defined objectives in the Remote Work Agreement prepared by the employee and immediate supervisor.

Customer service is paramount for all departments so employee work schedules may change to meet the needs of the customer. Department directors are responsible for ensuring their departments are adequately staffed to provide in person service during established City service hours per Policy 5.1, Workweek and Timesheets. Managers and Supervisors are responsible for ensuring those coverage standards are met regardless of vacation, sick, or remote work scheduled days. Directors, Managers and Supervisors may suspend remote working privileges on a temporary or permanent basis to ensure adequate department coverage and/or to address other work demands that arise.

Employees authorized for remote work shall ensure that they are checking their voicemails and emails regularly and responding to internal and external customers timely.

Eligibility:

Remote work agreements will only be approved if the employee has a portion of their workload that can be completed outside of the office. Other eligibility considerations are:

- If needs of both internal and external customers can be met without adverse impact to the organization.
- Employees must have successfully passed their probationary period and have a documented history of meeting or exceeding expectations on their performance evaluations and other performance documentation over the last 12 months. Employees that receive Needs Improvement on their annual evaluation or are on a performance improvement plan will have their remote work privileges suspended.
- The remote worker must arrange with their co-workers and supervisor for coverage of on-site job demands that arise on remote work days. If during the effective period of a Remote Work Agreement coverage cannot be provided without a decrease in service levels or additional cost to the City, the supervisor shall require the employee to report to their regular workstation at City premises.
- Employees may be required to come into the office on their remote work day for operational purposes and rescheduling their remote work day is not guaranteed and is dependent on operational needs. The Department Director may change the remote work schedule at any time depending on the business needs. Travel time into the office is not paid time. Travel time to and from a remote work location must be done on an employee's personal time.

The employee's schedule shall be outlined in the agreement and in compliance with wage and hour laws, City of Marysville policies and any applicable collective bargaining agreement. Any personal leave time to be taken during a remote work period must be preapproved and

requested in the same manner as other leave requests. Such approval should be documented in writing, which may be by email.

Employees who work more than five (5) hours per day on their remote work day shall receive, at a minimum, a thirty (30) minute lunch period. Lunch periods are considered unpaid time unless the employee is required to perform their duties at any time during their lunch period.

FLSA non-exempt employees are entitled to one fifteen-minute break in the morning and one fifteen-minute break in the afternoon for each four hours of work on a remote work day, in addition to the lunch period. Exempt employees may take breaks as time permits.

If the remote worker chooses to work at a location besides a home office, they must receive approval from their supervisor prior to beginning the remote work. The supervisor must consult with Human Resources with any questions regarding the appropriateness of a different location as a remote work site.

Prior to beginning remote work, the employee and supervisor shall discuss and identify the assignments to be completed by the employee while teleworking.

Criteria will be identified prior to the start of the arrangement that will be used to evaluate the success of the assignments and any work product expected to be completed by the supervisor. Agreements for routine telework must be evaluated at regular intervals, with the minimum evaluation period of once a year during the employee's annual evaluation. Work products must be produced, and daily check-ins between the employee and supervisor must occur.

Equipment & Data Security:

The supervisor will determine appropriate equipment needs for each remote work arrangement and will supply necessary general office supplies. For security purposes, it is preferred the employee log on remotely using a city-owned laptop. If the employee does not have a city-owned laptop, the Supervisor will determine if using a personal laptop is appropriate and must be approved by Human Resources and Information Technology. Office furniture and household expenses such as rent/mortgage and utilities will not be paid for or purchased by the City of Marysville. Equipment supplied by the City of Marysville is to be used for business purposes only. Equipment supplied by the employee will be the responsibility of the employee to maintain. The employee acknowledges that equipment used for business purposes but owned by the employee is subject to Public Records laws and may be inspected as necessary. The City of Marysville accepts no responsibility for damage or repairs to the employee-owned equipment.

Technical support is available to employees via the City's Information Help Desk for City-owned equipment, network related connectivity issues and software programs. It is the remote worker's responsibility to ensure the internet connection has been tested at their home office prior to the beginning of their telework agreement. Any down time related to technical issues should be reported to the supervisor immediately.

Remote workers must follow current policies pertaining to data security and city resources. Any licensed software needed to telework will be put on the laptop as appropriate.

Employees who work remotely are expected to be available during their defined work hours by email and have functioning internet and phone service. Remote workers must be accessible by

phone and are required to forward their desk phone to their City provided cell phone. Remote workers must check their desk voicemail at least three times a day to ensure timely service and response. It is up to the employee and supervisor to determine any additional communication requirements and outline it in the Remote Work Agreement.

The employee and supervisor shall take appropriate safeguards to secure confidential data and information. Any City materials taken home should be kept in the designated work area and not be accessible to others and be returned when the assignment is complete.

Remote Work Location:

Employees must designate a workspace at home, which must be maintained in a safe, hazard-free condition. Employees working remotely will be responsible for completing a remote workspace safety checklist. The Human Resources department or designee reserves the right to perform an on-site inspection at the employee's designated remote work location with 24hrs advanced notice.

If the employee is injured in the course and scope of performing the official duties during the agreed upon work hours, regardless of work location, the employee is covered under the state's worker's compensation law. The employee must notify their supervisor immediately and complete the necessary forms.

Worker's Compensation does not apply to non-job-related injuries that occur in an employee's home or injuries sustained during a commute trip in the employee's personal vehicle; and it does not cover claims for injuries to third parties, including members of the employee's family, or damage to property that occurs on the remote working employee's premises.

Employees may not conduct in-person business meetings while working at their remote work location.

Additional Program Guidelines:

Remote work is not authorized for employees that have second jobs, unless approved by the Department Director, Human Resources and City Administrator.

Remote work is not a substitute for the care of dependents. Employees may not simultaneously care for another person (e.g. children, elderly, spouse) while working remotely unless prior written approval is received from the Department Director and Human Resources.

Employee requests to work remotely as an accommodation for their own medical condition are handled through the accommodation process. Employees should discuss accommodation-related remote work requests directly with Human Resources.

Participation in the Remote Work program may be revoked if an employee violates or abuses the program. Violations that result in remote work privileges being revoked may result in disciplinary action up to, and including termination. Violations and abuses include, but are not limited to:

- Failure to provide satisfactory work products or deficits in performance.
- Using remote work hours to conduct personal business, perform work outside of City business, and/or taking breaks that exceed authorized periods without prior approval.
- Failure to accurately report time.
- Frequent absences or unexcused tardiness from work.
- Failure to receive prior authorization from their supervisor to adjust work hours.

If an employee is required to come into the office, the travel time is not paid time. Travel time to and from their regular work location is to be done on the employee's personal time.

Remote work assignments are not permitted for out of state residents. Remote workers may be called to report to their City workspace on a regularly scheduled remote workday; therefore, all employees must reside in Washington State and their remote worksite must be within a reasonable distance to their City worksite to respond to workplace reporting requirements.

Employees may remote work from alternate locations outside their remote worksite, provided those locations are also within a reasonable distance to their City worksite and meet the requirements of this policy. Employees wishing to temporarily remote work from locations outside a reasonable distance to their City worksite shall obtain prior approval from their supervisor. "Reasonable distance" will be determined by the department director based on departmental business needs.

An employee who wishes to end their telework arrangement may do so with written notification to their supervisor.

Participating in the remote work program is a benefit of the City of Marysville's Alternative Work Schedule policy and is not a guaranteed privilege. The City reserves the right to modify or end a remote work arrangement at its sole discretion, and there may be time when employees who are working remotely may be required to spend more time than planned in the office upon the request of their Supervisor. Generally, employees shall be given at least ten (10) working days' notice before a remote work assignment is modified but decisions may be more immediate based upon business needs of the Department and/or City. Furthermore, the City may discontinue the remote work program in whole, or in part, at any time. If the City discontinues the program, affected employees will be provided thirty (30) calendar days' notice prior to the discontinuation of the program. Said discontinuation shall not be subject to the grievance process or any claim of prevailing rights. For all employees who are represented under the terms of a collective bargaining agreement, this policy prevails except where it conflicts with the collective bargaining agreement, or any memoranda of agreement to the collective bargaining agreement, relative to members of the bargaining unit.

Procedure:

To initiate a remote work arrangement, an employee should complete the Remote Work Application and submit the application to their direct supervisor. The supervisor or designee will review the application and make a recommendation for approval or denial within five (5) working days. Concurrently, the employee should complete a Remote Work Checklist to determine any necessary items that would be needed to carry out a remote work assignment. Informal remote work arrangements can be pre-approved in advance without a specific date being identified.

If approved, the supervisor and employee will complete a Remote Work Agreement and forward the completed agreement to the Department Director for approval.

Upon the Director's approval, the application, agreement and checklist are forwarded to the Human Resources Department for review and final approval. Any concerns will be addressed

within seven (7) working days of receipt. Denied requests will be returned to the employee with explanation.

All remote workers will adhere to the City policies while working from their approved remote work location.

Emergencies:

In the event of a federal, state, or local declaration of emergency, stay-at-home order, or other emergency, the City Administrator or Mayor may temporarily waive certain requirements of this policy to ensure employee safety and continuity of operations.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 28, 2025
SUBMITTED BY:	Christopher Jones, Police
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Contract with CML Security, LLC for Four Jail Housing Pod Mezzanine Mesh Jump Barriers
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the agreement with CML Security for mezzanine barrier additions to the four housing pods in the Marysville Jail in the amount of \$465,986.00.
SUMMARY:	This mezzanine barrier is intended to be a jump barrier that would include the addition of the mezzanine in the four pods at the Marysville Jail. The mezzanine will attach to the current tier railing and create a barrier that would prohibit inmates from jumping or hanging from the upper tier. The mezzanine would extend up from the current tier railing approximately 3' (vertically) and then extend horizontally to the wall above the cells. The addition of the mezzanine would create a tunnel effect and also prevent inmates from climbing towards the ceiling. The addition would also extend down the stairwells and that would also prohibit inmates from jumping from the upper stairs. The risk of inmates jumping from the upper tier in jails is high and the risk increases with higher populations and longer stays, both of which our jail is experiencing. The intent of this mezzanine is to decrease liability and to ensure the safety of our inmate population and our staff. Lastly, the mezzanine would create a safety barrier for staff to prevent an inmate from attempting to throw a staff member over the railing and onto the concrete floor below.

ATTACHMENTS:

[CML Security - Jump Barrier.pdf](#)
[Marysville Mezzanine Mesh Jump Barrier Sole Source Letter.pdf](#)
[Sole Source Justification.pdf](#)

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and CML Security, LLC, a limited liability company organized under the laws of the State of South Dakota, located and doing business at 1785 West 160th Ave., Suite 700, Broomfield, CO 80023 (the “Contractor”).

WHEREAS, the City desires to install a mezzanine barrier that is intended to be a jump barrier that would include the addition of a mezzanine in the four pods of the Marysville Jail. The mezzanine will attach to the current tier railing and create a barrier that would prohibit inmates from jumping or hanging from the upper tier. The mezzanine would extend up from the current tier railing approximately 3’ (vertically) and then extend horizontally to the wall above the cells; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Mezzanine Jump Barrier Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than Feb. 16, 2026.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.

- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.
- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed Four hundred and sixty five thousand and nine hundred and eighty six dollars (\$465,986) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the

requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

6. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

7. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

8. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor

and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

9. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

10. Contractor’s Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor’s risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

11. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits

including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

_____ (City Initials) _____ (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

12. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

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

13. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at

all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

14. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

15. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

16. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, Police Commander Christopher Jones, and shall be administered for the Contractor by the Contractor's Contract Representative, Police Commander Christopher Jones. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Police Commander Christopher Jones
City of Marysville
501 Delta Ave
Marysville, WA 98270

To Contractor: CML Security, LLC
1785 West 160th Ave., Ste 700
Bloomfield, CO 80023

17. Debarment.

By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

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

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

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

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

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

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

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

DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

CML Security, LLC

By: _____

_____(Name)

Its: _____(Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work



Maryville Mezzanine Jump Barrier

Marysville, WA

Client: Marysville Police Department, Attn: Chris Jones

4/17/2025

Rev 02

Proposal

1.0 INTRODUCTION & CLARIFICATIONS

CML Security LLC an Affirmative Action Equal Opportunity Employer is pleased to present this Quotation for your system needs on the above referenced project. This proposal and/or any subsequent revisions shall become part of any subcontract. CML Security reserves the right to retract this bid in the event of no mutually agreeable subcontract.

2.0 GENERAL INCLUSIONS

1. All materials, engineering, coordination, installation, and project management required to complete our scope of work as listed herein.
2. On-Site supervision and coordination as required and deemed necessary by CML.
3. All coordination drawings, shop drawings, engineering drawings, submittal drawings and other supplemental CAD drawings required to complete our scope of work as listed herein and coordinate with other trades.
4. Required warranties on all workmanship as dictated by the specifications.
5. Standard shipping and freight cost for materials/equipment have been included. Costs to expedite items have not been included.
6. Vehicle parking is available at no cost to CML Personnel and its subcontractors.
7. Applicable sales or use tax at 9.4%
8. This price does include bond premiums
9. Pricing assumes dayrooms are unoccupied during construction.

3.0 SCOPE OF WORK

CML Security will provide the system(s) as per the scope of work contained within. We have reviewed the plans, specifications and all addendums for this project and noted any clarifications or exceptions below.

Plan Drawings: Architectural Drawings A1.2.3 & A7.21

Specifications: N/A

Addendums: 3 Existing Mezzanine Pictures & Jail Interior Elevations Sketches provided by Sergeant Palmer on 1/31/2025

4.0 INCLUSIONS

CML Security **includes** the following for our Scope of Work:

1. Furnish and install indoor mezzanine wire mesh partitions in Dayrooms A-D.
 - a. Mesh jump barrier to attach to existing mezzanine hand railing and extend vertically 3'2"
 - b. Mesh panels to extend horizontally from new 3'2" vertical section to existing mezzanine cell front creating a mezzanine walkway jump barrier cage topper
 - c. Mesh to attach to interior section of existing staircase handrails and extend vertically to match height of mezzanine walkway mesh of roughly 8'2" above mezzanine floor height



- d. Mesh to be provided powder coated white
2. Engineering/Drafting/Coordination
3. Submittals for approval.
4. Material and equipment as listed
5. Operation/Maintenance Manuals and As-Built Drawings
6. 1 year warranty for materials and workmanship.
7. 2 mobilizations as agreed upon. Additional mobilizations due to facility scheduling or operational shutdown will be at a cost of \$5,000 per mobilization.
 - a. CML is under the assumption that one complete dayroom will be available at one time. CML is to provide a 12-hour notice for inmate movement to provide a continuous installation of all materials.

5.0 EXCLUSIONS

CML Security **Excludes** the following:

1. **Permits, Performance Bond, Taxes unless specifically included**
2. Conduit/raceway system, including junction boxes, pull boxes, ladder tray, wire ways, etc.
3. Cash allowances or owner contingencies of any kind are not included in this proposal
4. All standard supply voltages above 30 volts AC/DC including 120VAC supply circuits
5. Power circuits to UPS, power circuits out of UPS to distribution panel, distribution panel, or circuits from distribution panel to racks or enclosures (we do not carry any line voltage circuits)
6. Temporary power, lighting, site water, de-watering, trash removal, or onsite storage fees
7. Dust control inside building during construction
8. Sealants, caulking, security caulking, Invis-A-Joint, glazing cap bead, gaskets at glazing, fire wall penetration patching, fire-proofing or fire-stopping.
9. Unloading, storage and distribution of materials not installed by CML
10. Security fasteners/anchors for material not installed by CML
11. Finish paint or high-performance coatings of any kind
12. Acoustical Spray soundproofing touch up/modifications (note 7.39 on A7.21)
13. Addition of new staircase handrails if needed
14. Bituminous coatings.
15. Commercial doors/frames, hardware, or glazing
16. Access panels of any kind, Millwork, casework or countertops, soffits, shroud or shrouding of any kind
17. Demolition of any kind including any patching or repairs of existing structure
18. Hazardous waste removal and/or lead paint removal/abatement or any special provision costs associated in working in areas containing these materials. Owner to provide if needed
19. CCTV, Door Control, Intercom & Paging, Fire alarm, video visitation, tele data, lighting, water management systems or interface thereof
20. Any and all work related to any other sections not specifically listed herein.
21. 3D Modeling of equipment
22. CML shall only be responsible for liquidated damages where CML is the cause of the delay resulting in the assessment of such damages.

6.0 QUOTATION PROPOSAL COST ANALYSIS

QUOTATION PROPOSAL PRICE: \$ 465,986



1. **BONDS/TAX/FREIGHT:** This price does not include any applicable taxes, bonds or bond premium unless notated above. If a tax exemption certificate is not provided, the bidder is not responsible for tax. CML Security can provide a bond if required for an extra fee. Standard freight is included in the price above.
2. **PRICING GUARANTEE:** Because of conditions beyond our control, this proposal is effective for a period of (30) days from the date above. Terms of payment are net thirty (30) days from invoice. No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by CML Security. No MBE/WBE/SBE content has been included in this quote due to the "security and specialty" nature of our work.

CLOSING

We appreciate the opportunity to partner with you to provide a solution to fit your needs. If there are any questions or concerns, please feel free to call or email any time.

Sincerely,

A handwritten signature in black ink that reads "Wes Godfrey".

Wes Godfrey
Chief Estimator
CML Security
D. 720.316.9413 C. 970.324.6909
E. wgodfrey@cmlsecurity.us



February 25, 2025
Christopher Jones
Marysville Police Dept: 501 Delta Ave
Marysville, WA 98270

RE: Sole Source Contract

Dear Christopher Jones:

The following scope of work to be performed by CML Security, LLC, is specialty contractor work that requires special trainings and certifications for installations. CML Security is a Certified Detention Equipment Contractor (DEC) performing many types of work, specifically within the corrections environment, specializing in high security, quality tested and approved hardware and products. The DEC contractor's responsibility is to ensure all products sold or installed as a certified installer are to the highest standards and guidelines as per the manufacturers tested assemblies and design. Certified DEC's and the subsequent requirements of the DEC's are found on all levels of correctional design today. In many cases there is a limited number of contractors meeting these guidelines nationwide – making regional competition relatively difficult, resulting in a shortage of available certified DEC's to competitively pursue bidding opportunities. In specific states, such as Hawaii, CML Security is the ONLY DEC contractor with a local presence, that holds the manufacturers certifications to install and support the sensitive equipment being provided. This situation has prompted the Hawaii governing procurement agencies to deem CML Security a "specialty contractor" that offers life safety critical services and classified as "Sole Source" for these services, thus rendering procurement laws inapplicable in these situations.

Viking Products (Corona CA) represents products in the corrections marketplace that has varying levels of testing and quality control. As a specialty manufacturer in this marketplace, Viking Products limits the accessibility to their products to only be installed by Certified DEC's who have been qualified to engineer and install their specialty products. Viking Products is of limited manufacturers nationwide that specializes in detention products that carry the ASTM testing required for the corrections marketplace.

CML Security should be considered a Sole Source contractor for the reasons defined herein, and also considering the nature and difficulty of contracting similar or equal contractors in this specialized market.

Sincerely,

A handwritten signature in black ink that reads "Wes Godfrey".

Wes Godfrey
Chief Estimator
CML Security
D. 720.316.9413 C. 970.324.6909
E. wgodfrey@cmlsecurity.us

Sole Source

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

Department

Police

Requestor

Chris Jones

Sole Source for the Purchase of:

Mezzanine barrier addition to the Marysville Jail's four housing pods.

Supplier

CML Securities

Cost Estimate

\$459,100.00

Statement of Need

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

Describe the item and its function:

This mezzanine is intended to be a jump barrier that would include the addition of the mezzanine in the four pods at the Marysville Jail. The mezzanine will attach to the current tier railing and create a barrier that would prohibit inmates from jumping or hanging from the upper tier. The mezzanine would extend up from the current tier railing approximately 3' (vertically) and then extend horizontally to the wall above the cells. The addition of the mezzanine would create a tunnel effect and also prevent inmates from climbing towards the ceiling. The addition would also extend down the stairwells and that would also prohibit inmates from jumping from the upper stairs. The risk of inmates jumping from the upper tier in jails is high and the risk increases with higher populations and longer stays, both of which our jail is experiencing. The intent of this mezzanine is to decrease liability and to ensure the safety of our inmate population and our staff. Lastly, the mezzanine would create a safety barrier for staff to prevent an inmate from attempting to throw a staff member over the railing and onto the concrete floor below.

This is a sole source* because:

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

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

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

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

CML Securities is a Certified Detention Equipment Contractor (DEC) who performs many types of work, specifically within the corrections environment. They specialize in high security, quality tested and approved hardware and products. There are a limited number of contractors, nationwide, who are certified DEC's and who can meet the guidelines required for this project. The requirements of this project require specific skills and experience that CML has and has utilized in similar projects around the country. CML has provided the camera and security systems in our jail to include our jail boards. They have worked closely with the contractor who built our jail and have the knowledge and familiarity with our facility, its setup and its framework. CML has completed similar projects in Kern County, CA, Jefferson County CO, Marin County CA, Douglas County CA, Mesa County CA, Weld County CA and HCCC Waianuenue HI, to name a few. CML has a clear plan and direction for installing the mezzanine in our facility that will be professionally done by a company with the specific expertise and experience to meet the needs of our jail.

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

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

Quality Fence Builder- Swede McCurdy (VP and Project Manager), (253) 939-8533

Quality did the extension at SCORE Jail. After speaking with Swede it was determined that Quality could not provide a quote because they did not have the structural engineers to ensure that the "cage" or enclosed tunnel was doable. From a safety aspect he did not feel that they could do the work and walk away without it being properly engineered and calculated for weight bearing. Weight bearing would be necessary on top of the mezzanine as the pipe chases would need to be accessed from on top of the enclosure.

All About Fence- Rick, (425) 320-3657

Rick came out to the jail and took measurements for the job. He said he was sure his company to do it. Rick came back a second time with his boss and together, they felt they could do the job. Nothing was heard back from them. Attempts were made on three additional occasions to contact All About Fence regarding a quote and they never returned any phone calls. They have no experience in the installation of anything similar to our request in other correctional facilities.

Kane Innovations- I have reached out to this via interest request on their website as well as reaching out to their website contact number. I had to leave a message. In researching the website, I located a potential sales rep for the detention division. I was rerouted to a company called Real Time Detention. The rep is Andy Barker. I called the number listed for Andy and had to leave a message. I was contacted by Christopher Morey with Kane who said they only provide the material. Andy is a rep for their company. They do not do the install so it would be up to us to find an installer, or they could help locate one in our area. This is concerning because the installer may not have the experience or expertise, we need to ensure this job is done correctly and by someone who knows what they are doing in a corrections setting

Sole Source Justification

Marysville Mezzanine Mesh Jump Barrier Sole Source Letter.pdf	138.84KB
POD fencing memo.docx	558.76KB
25.02.05 -Maryville Mesh Project Scope Letter - R1.pdf	176.42KB

Approvals

Director of Requestor

City Attorney

Finance Director

Jon Walker

Jennifer Ferrer-Santa



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 28, 2025
SUBMITTED BY:	Thadd Zehnder, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Local Agency Agreement and State Funds Project Prospectus with WSDOT for the Cascade Elementary – 100th St NE (52nd Dr NE to 55th Ave NE) Safe Routes to School Project
SUGGESTED ACTION:	I move to authorize the Mayor to sign and execute the Local Agency Agreement and State Funds Project Prospectus to obligate funds for the construction phase for the Cascade Elementary – 100th St NE SRTS project.
SUMMARY:	The City was awarded \$599,089 in funds from the Safe Routes to School (SRTS) program for the Cascade Elementary – 100th St NE SRTS project between the intersections of 52nd DR NE and 55th Ave NE along 100th ST NE. The awarded funds are to be utilized for the construction phase of the project. Since this is a State funded project, local agency funds are administered through WSDOT and a Local Agency Agreement and State Funds Project Prospectus are required in order to obligate funds for each phase. The agreement ensures that funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding. The attached agreement and prospectus have been prepared to authorize funds for the construction phase of the project. The work to be completed during this phase of the project will include the construction of additional sidewalk, channelization to include a bike lane, curb ramp improvements, speed feedback signs, rectangular rapid flashing beacons, additional lighting, stormwater improvements, and other minor associated items.

ATTACHMENTS:

[R2104_140-087_LPSFA.pdf](#)

[R2104-140-052 Prospectus.pdf](#)



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville 501 Delta Avenue Marysville, WA 98270	
Agreement Number	Project Number	Description of Work (See also "Exhibit A") Project proposes to add sidewalks, bike lanes, ADA retrofits, revised channelization, RRFB, and drainage improvements. See Exhibit A for complete Project Summary.	
Project Title Cascade Elementary School			
Termini Cascade Elementary School (52nd DR NE) to 55th Ave NE		Advertisement Date June 12, 2025	Indirect Cost Rate ☐ Yes ☒ No

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency	\$ 70,500.00	\$ 70,500.00	
	b. Other Design Consultant	\$ 179,135.00	\$ 179,135.00	
	c. Other			
	d. State Services			
	e. Total PE Cost Estimate	\$ 249,635.00	\$ 249,635.00	\$ 0.00
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract	\$ 1,127,490.00	\$ 528,401.00	\$ 599,089.00
	l. Other CM Consultant	\$ 25,680.00	\$ 25,680.00	
	m. Other			
	n. Other			
	o. Agency	\$ 63,051.00	\$ 63,051.00	
	p. State Services	\$ 2,000.00	\$ 2,000.00	
	q. Total CN Cost Estimate	\$ 1,218,221.00	\$ 619,132.00	\$ 599,089.00
	r. Total Project Cost Estimate	\$ 1,467,856.00	\$ 868,767.00	\$ 599,089.00

I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: _____

Agency Date: _____

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

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

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Director, Local Programs

Date Executed: _____

Instructions – Local Programs State Funding Agreement

1. **Name and Address** – Enter the agency name and billing address of the lead agency that will become a party to the agreement.
2. **Agreement Number** – MUST be left blank. This number will be assigned by WSDOT.
3. **Project Number** – MUST be left blank. This number will be assigned by WSDOT.
4. **Description of Work** – Enter a concise statement of the major items of work to be performed. If applicable, attach the signed Project Summary from the project's selection letter as "Exhibit A".
5. **Project Title** – Enter the project's title.
6. **Termini** – Enter the begin and end points of the project.
7. **Advertisement Date** – At construction phase authorization only, enter the proposed construction contract advertisement date.
8. **Indirect Cost Rate**
 - a. Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized by the agency must be provided with the Local Programs State Funding Agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by WSDOT and/or State Auditor.
 - b. Check the No box if the agency will not be claiming indirect costs on the project.
9. **Type of Work and Funding** (Round all dollar amounts to the nearest whole dollar)
 - a. **Planning** – For projects that only include planning and/or study activities, lines a through d show Planning costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line a – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line b & c – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line e – Total of lines a + b + c + d.
 - b. **Preliminary Engineering** – For projects authorizing a Preliminary Engineering phase, lines a through d show PE costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line a – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line b & c – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line e – Total of lines a + b + c + d.
 - c. **Right of Way** – For projects authorizing a Right of Way phase, lines f through i show RW costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line g & h – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line i – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line j – Total of lines f + g + h + i.
 - d. **Construction** – For projects authorizing a Construction phase, lines k through p show CN costs for the project by type of work (e.g., contract, agency, consultant, state services, etc.).
 - Line k – Enter the estimated cost of the CN contract in columns 1 through 3.
 - Lines l, m, & n – Identify consultant, utilities, etc., and enter the estimated amounts in columns 1 through 3.
 - Line o – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line p – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line q – Total of lines k + l + m + n + o + p.
 - e. **Total Project Cost Estimate**
 - Line r – Total Cost Estimate of the Project. Total of lines e + j + q.
10. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (include month, day, and year). Note: Do NOT enter a date on the Date Executed line.



State Funds Project Prospectus

Project Number		Date	2/21/2025
Local Agency Project Number	R2103	Statewide Vendor Number	SWV0000432

Agency City of Marysville					
Project Title Cascade Elementary School		Start Latitude N 48.0857 End Latitude N 48.0856		Start Longitude W 122.1604 End Longitude W 122.1566	
Project Termini From Cascade Elementary (52nd Dr NE)		Nearest City Name Marysville			Project Zip Code (+4) 98270-2067
Project Termini To 55th Ave NE		City Number 0745	County Number 31	County Name Snohomish	
Begin Mile Post NA	End Mile Post NA	Length of Project 0.19	WSDOT Region Northwest Region	Legislative District(s) 38	Congressional District(s) 1

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 249,600	\$ 249,600		January	2023
R/W				NA	
Const.	\$ 1,218,200	\$ 619,100	\$ 599,100	June	2025
Total	\$ 1,467,800	\$ 868,700	\$ 599,100		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies 30-32ft	Number of Lanes 2
---------------------------------	----------------------

100th ST NE is an existing 2-way street with limited shoulder and sidewalks that passes in front of the Cascade Elementary School. limited crosswalks and associated ADA improvements exist in this corridor.

Description of Proposed Work

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

Project proposes to add sidewalks, bike lanes, ADA retrofits, revised channelization, RRFB, and drainage improvements. See Exhibit A for complete Project Summary.

Local Agency Contact Person Thadd Zehnder		Title Project Engineer		Phone (360)363-8286	
Mailing Address 501 Delta Ave		City Marysville		State WA	Zip Code 98270
State Funds Project Prospectus Approval	By _____ Approving Authority				
	Title Engineering Services Director				Date

Agency City of Marysville	Project Title Cascade Elementary School	Date 2/21/2025
------------------------------	--	-------------------

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 30-32 ft	Number of Lanes 2
☐ New Construction	☒ Path / Trail	☐ 3-R		
☐ Reconstruction	☒ Pedestrian / Bicycle	☐ 2-R		
☐ Railroad	☐ Parking	☒ Other		
☐ Bridge				

Performance of Work

Preliminary Engineering Will Be Performed By Consultant in coordination with City of Marysville	Others 90 %	Agency 10 %
Construction Will Be Performed By Contract	Contract 100 %	Agency % %

Right of Way

☒ No Right of Way Needed	☐ Right of Way Needed
--	--

* All construction required by the contract can be accomplished within the exiting right of way.

Utilities

☐ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☒ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
--

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

Both Comcast and Ziply Fiber have utilities that need to be relocated. Items to be relocated include a Comcast vault and Ziply has buried conduits with above grade service boxes that will need to be relocated.

Remarks

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

Agency

Date

By _____

Mayor/Chairperson



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 28, 2025
SUBMITTED BY:	Project Engineer Nick Loutsis, Engineering
ITEM TYPE:	Project Acceptance
AGENDA SECTION:	New Business
SUBJECT:	Project Acceptance - SR 531/172nd St NE Shoulder Improvements
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to accept the SR 531/172nd St NE Shoulder Improvements project, starting the 60-day lien filing period for the project closeout.
SUMMARY:	The SR 531/172nd St NE Shoulder Improvements project involved minor shoulder widening and improvements along the south side of SR 531 (172nd Street NE) between 16th DR NE and 23rd Ave NE. The aforementioned improvements included the installation of approximately 54 tons of HMA, pavement marking adjustments, and flexible posts to delineate traffic lanes from pedestrian lanes. City Council awarded the project to Reece Construction Company, Inc. on February 12th, 2024, in the amount of \$180,800.00 as well as a Management Reserve of \$18,080.00, for a total allocation of \$198,880.00. The project was completed at a cost of \$167,462.55 which was \$13,337.45 (7%) below the awarded amount and therefore Management Reserve was not used. Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

ATTACHMENTS:
[Notice of Physical Completion.pdf](#)



MARYSVILLE
PUBLIC WORKS

May 31st, 2024

Andy Reece
President
Reece Construction Company
PO Box 1531
Marysville WA 98270

SUBJECT: SR531 / 172nd ST NE SHOULDER IMPROVEMENTS PROJECT – NOTICE OF PHYSICAL COMPLETION

Dear Andy Reece,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Friday, May 31st, 2024. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

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

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

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

Sincerely,

Nick Loutsis, P.E.
Project Engineer

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Project Engineer Nick Loutsis, Engineering

ITEM TYPE: Project Acceptance

AGENDA SECTION: New Business

SUBJECT: Project Acceptance - 2024 Pavement Preservation Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to accept the 2024 Pavement Preservation Project, starting the 60-day lien filing period for the project closeout.

SUMMARY:

The 2024 Pavement Preservation Project included 18,720 Tons of HMA, a 2-inch asphalt overlay, pavement repair, planning bituminous pavement, sidewalk ramp replacement to meet ADA standards, utility adjustment, channelization, restoration and other miscellaneous work.

These aforementioned improvements were constructed at the following locations:

1. 51st Ave NE between 108th St NE and 132nd St NE
2. 75th PI NE between 76th Dr NE and 75th St NE
3. 76th Dr NE between Grove St and 75th PI NE
4. 78th Dr NE between Grove St and 75th St NE
5. 9th St NE between State Ave and 47th Ave NE/Liberty St
6. Columbia Ave between 9th St and 10th St
7. Columbia Ave from 4th St to 7th St
8. Alder Ave between 1st St and 3rd St
9. 64th Ave NE between 70th St NE and Grove St
10. 70th St NE between 61st Dr NE and 64th Ave NE
11. 40th St NE between Sunnyside Blvd and 71st Ave NE
12. 71st Ave NE between 40th St and Sunnyside Blvd

City Council awarded the project to Reece Construction Company, Inc. on April 22nd, 2024, in the amount of \$4,199,666.00, as well as a Management Reserve of \$419,966.60, for a total allocation of \$4,619,632.60. The project was completed at a cost of \$3,722,800.82 which was \$476,865.18 (11%) below the awarded amount and therefore Management Reserve was not used.

The City was reimbursed \$414,592.32 toward the cost of ADA accessible ramps and sidewalks from the Transportation Improvement Board (TIB) through their Complete Streets Program.

The project was completed at a total cost to the City of \$3,308,208.50.

Total Construction Cost:
\$3,722,800.82

Transportation Improvement Board (TIB) Grant Agreement:
\$414,592.32

Total Cost to the City:
\$3,308,208.50

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

ATTACHMENTS:

[Notice of Physical Completion.pdf](#)



MARYSVILLE
PUBLIC WORKS

December 20th, 2024

Andy Reece
President
Reece Construction Company
PO Box 1531
Marysville WA 98270

SUBJECT: 2024 PAVEMENT PRESERVATION PROJECT – NOTICE OF PHYSICAL COMPLETION

Dear Andy Reece,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Friday, December 20, 2024. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

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

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

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

Sincerely,

Nick Loutsis, P.E.
Project Engineer

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 28, 2025
SUBMITTED BY:	Thadd Zehnder, Engineering
ITEM TYPE:	Project Acceptance
AGENDA SECTION:	New Business
SUBJECT:	Project Acceptance - Sunnyside Blvd and 52nd St NE Intersection Improvement Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor accept the Sunnyside Blvd and 52 nd ST NE Intersection Improvement project, starting the 60-day lien filing period for the project closeout.
SUMMARY:	The Sunnyside Blvd and 52nd ST NE Intersection Improvement project included the construction of a new traffic signal, ADA features and other minor improvements. The project was awarded to Kamins Construction, Inc. at the July 25, 2022, Council session with a total contract price of \$1,297,581.81 including all applicable sales tax. The project was completed for a total cost of \$1,216,453.90, which was \$36,834.09 above the awarded amount (3%) but within management reserve. The project was funded in part by a federal grant. The total federal grant funds received totaled \$1,020,371.00, resulting in a total construction cost to the City in the amount of \$196,082.90. Work performed under this contract was inspected by our consultant/City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

ATTACHMENTS:

[Physical Completion Letter_2025-03-20.pdf](#)



MARYSVILLE
PUBLIC WORKS
Engineering

March 20, 2025

Kamins Construction, Inc.
Attn: Chad Kamins
19425 112th Ave NE
Bothell WA 98011-1710

Subject: Project R2001 – Sunnyside Blvd and 52nd ST NE Signalization Project
Notice of Physical Completion

Chad,

In accordance with Section 1-05.11(2) of the Special Provisions, the Sunnyside Blvd and 52nd ST NE Signalization Project was considered physically complete as of Wednesday March 12th, 2025. This notification does not constitute completion, or final acceptance by the City. Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. Please complete the following items for project closeout:

1. Affidavit of Wages Paid

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

1. Certificate of Release from the Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department

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

Sincerely,

Thadd Zehnder
Project Engineer



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 28, 2025

SUBMITTED BY: Public Works Director Jeff Laycock, Engineering

ITEM TYPE: Discussion Item

AGENDA SECTION: New Business

SUBJECT: 2024 Transportation Benefit District (TBD) Annual Report

SUGGESTED ACTION: Recommended Motion: I move to approve the 2024 Transportation Benefit District (TBD) Annual Report

SUMMARY: Per RCW 36.73.160(2), the Marysville Transportation Benefit District is required to issue an annual report detailing the District's revenues, expenditures and status of projects, including cost and construction schedules. The report is to be distributed to the public and newspaper of record. Attached for your review and approval is the 2024 Marysville Transportation Benefit District Annual Report which includes project summary, expenditures and revenues. Also attached is a snapshot of estimates for 2025 with year-end balances.

ATTACHMENTS:

[2024 TBD Annual Report Letter Final.pdf](#)
[TBD_Snapshot.pdf](#)



December 31, 2024

NOTICE IS HEREBY GIVEN that the City Council is issuing the Marysville Transportation Benefit District 2024 Annual Report to the Marysville residents.

The Marysville Transportation Benefit District (MTBD) was created on January 13, 2014. The creation of the MTBD established the boundaries as the entire City of Marysville as it currently exists or any adjustment to the boundaries in the future. In April, 2014 the citizens of Marysville approved a ballot measure authorizing the MTBD to collect two tenths of one percent sales tax for a period of 10 years. This measure was passed again in February 2024 by Marysville voters for an additional 10 years.

Revenues from this tax are to be dedicated for the purposes of ongoing transportation improvements that preserve, maintain and as appropriate, construct or reconstruct the transportation infrastructure of the City of Marysville.

The MTBD is governed by the City of Marysville Council. The MTBD began receiving sales tax receipts in December, 2014.

2024 Report

2024 Financial Summary of the MTBD activity (as of 12/31/2024):

Sales Tax & Investment Income	5,135,579
TOTAL REVENUE	\$ 5,135,579
SALARIES/BENEFITS TOTAL	\$ 7,577
TBD ELECTION COSTS	\$ 121,139
TB104 - 2024 OVERLAYS TOTAL	\$ 3,367,127
TB105 - 2025 OVERLAYS TOTAL	\$ 107,503
R2403 - SR 531 AND 172ND SHOULDER IMPROVEMENTS	\$ 198,298
R2002 - SUNNYSIDE BLVD AND 53RD AVE NE IMPROVEMENTS	\$ 81,608
TOTAL EXPENDITURES	\$ 3,883,251

CITY OF MARYSVILLE

Jennifer Ferrer-Santa Ines
Finance Director
Dated December 31, 2024

Transportation Benefit District 2024 Annual Report





Transportation Benefit District (TBD)

Background

Why the TBD was Established?

The TBD was formed by the Marysville City Council in 2013 to replace the transportation funding used to preserve, maintain and expand the City's transportation infrastructure.

What is a TBD?

The TBD is a separate and independent taxing district authorized by state law and created for the sole purpose of repairing, building, improving, preserving and funding transportation improvements within the district. Due to changes in State Law, the City has assumed all rights, powers, immunities, functions and obligations of the TBD. (see Resolution No. 2543)

What is the Funding Source?

In April 2014, Marysville voters approved a 0.2% sales and use tax increase. This tax went into effect on October 1, 2014. Voters renewed the tax in February 2024. The revenue from the sales tax is estimated to generate \$3 million per year over a 10-year period towards TBD-designated projects.

Additional Information is available on the City's Website at:

<https://marysvillewa.gov/585/Transportation-Benefit-District>

Transportation Benefit District (TBD)



TBD Oversight

The Marysville City Council oversees the Transportation Benefit District. TBD business will be conducted with regular City Council business at City Council meetings held on the second and fourth Monday's of the month. Meetings are held at the Marysville City Hall, Council Chambers.

City Council

- Michael A. Stevens, Council President
- Kamille Norton
- Peter Condyles
- Stephen C. Muller
- Tom King
- Kelly Richards
- Mark A. James

Mayor

Jon Nehring

Questions or Comments:

Please contact the City of Marysville Public Works Department at (360) 363-8100.

2024 TBD Projects and Expenditures



Total 2024 TBD Expenditures - \$3,883,251

- TBD Election Costs - \$121,139
- 2024 Pavement Preservation - \$3,367,127
- 2025 Pavement Preservation - \$107,503
- SR531 Shoulder Improvements - \$198,298
- Sunnyside and 53rd Ave NE Improvements - \$81,608

TBD Snapshot



- Revenues generated from TBD sales tax revenue have continued to trend higher than anticipated. Original estimates were \$1.6M annually.
- Estimated revenue, planned TBD expenditures and year-end balances are shown below.

	2024	2025
Carryover	\$7.26M	\$8.52M
Revenues	\$5.14M	\$5.61M
Expenditures	\$3.88M	\$3.89M
Remaining Balance		\$10.24M



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 28, 2025
SUBMITTED BY:	Rochelle Barker, Legal
ITEM TYPE:	Real Estate
AGENDA SECTION:	New Business
SUBJECT:	RCO Grant - Deed of Right for 4922 61st St NE - Ebey Waterfront Trail Acquisition, RRG Trails #20-1721
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Deed of Right to Use Land for Public Outdoor Recreation Purposes for the Ebey Waterfront Trail Property.
SUMMARY:	In 2020, the State of Washington agreed to help support the purchase of land to construct the next section of the Eby Waterfront Trail. The Recreation and Conservation Office Grant Agreement was approved by City Council on December 9, 2024. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding sources and project agreement. The RCO Grant Agreement requires the Deed of Right to be recorded with Snohomish County prior to the release of funds.

ATTACHMENTS:

[Deed of Right - Ebey Waterfront Trail Property.pdf](#)
[RCO Grant Agreement.pdf](#)

Upon Recording, Please Return To
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Dan Haws

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

Ebey Waterfront Trail Property

Grantor. City of Marysville

Grantee. STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
(RCO), including any successor agencies

Abbreviated
Legal

Description: PTN OF PARCEL A OF CITY OF MARYSVILLE BLA NO. 23-005 (PTN OF
SE4SE4 SEC 28 TWP 30N RGE 5E, W M) (More particularly described in
Exhibit "A" (Legal Description) and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 30052800400600

The Grantor enters this Deed for and in consideration of grant funding coming in whole or in part from the State Building Construction Account. Such grant and this Deed are made pursuant to the Grant Agreement entered into between the Grantor and the Grantee entitled Ebey Waterfront Trail Acquisition, Project Number 20-1721A signed by the Grantor on the 11th day of December 2024 and the Grantee the 17th day of December 2024 and supporting materials which are on file with the Grantor and the Grantee in connection with the Grant Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the

A square box containing a handwritten signature in blue ink, which appears to be "STR".

people of the State, the right to enforce the following duties:

- 1 The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A Legal Description for State Building Construction purposes, consistent with the Grant Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources
2. The Grantor shall allow public access to the Property as provided in the Grant Agreement Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement between the Grantor and Grantee, or under state law This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Grant Agreement
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Grant Agreement to which the Grantor is a signatory Such access shall be subject to the restrictions, if any, allowed under the Grant Agreement, by written agreement with the Grantee, or under state law The Grantor warrants it has and shall maintain the legal right and means to reach the property.
- 4 Without the prior written consent of the Grantee or its successors, through an amendment to the Grant Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation grant purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO or funding board

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are. (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Real Property prior to any inconsistent use, (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.



For purposes of this Deed the Grant Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed

This Deed may not be removed or altered from the Real Property, or the Real Property further encumbers, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK, SIGNATURE PAGES FOLLOW



GRANTOR:

CITY OF MARYSVILLE

By: _____

Name: _____

Title _____

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)

) ss

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the _____ for the Grantor, _____ and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____

My commission expires _____

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS



STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
RECREATION AND CONSERVATION FUNDING BOARD, administered by the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: Chris R.

Dated this 16TH day of APRIL, 2025

[illegible]

I certify that I know or have satisfactory evidence that Scott T Robinson is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: 4/16/25

Signed: Melle Jane

residing in Thurston County

My commission expires 2/5/29

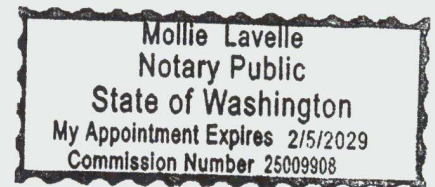


EXHIBIT A
Legal Description

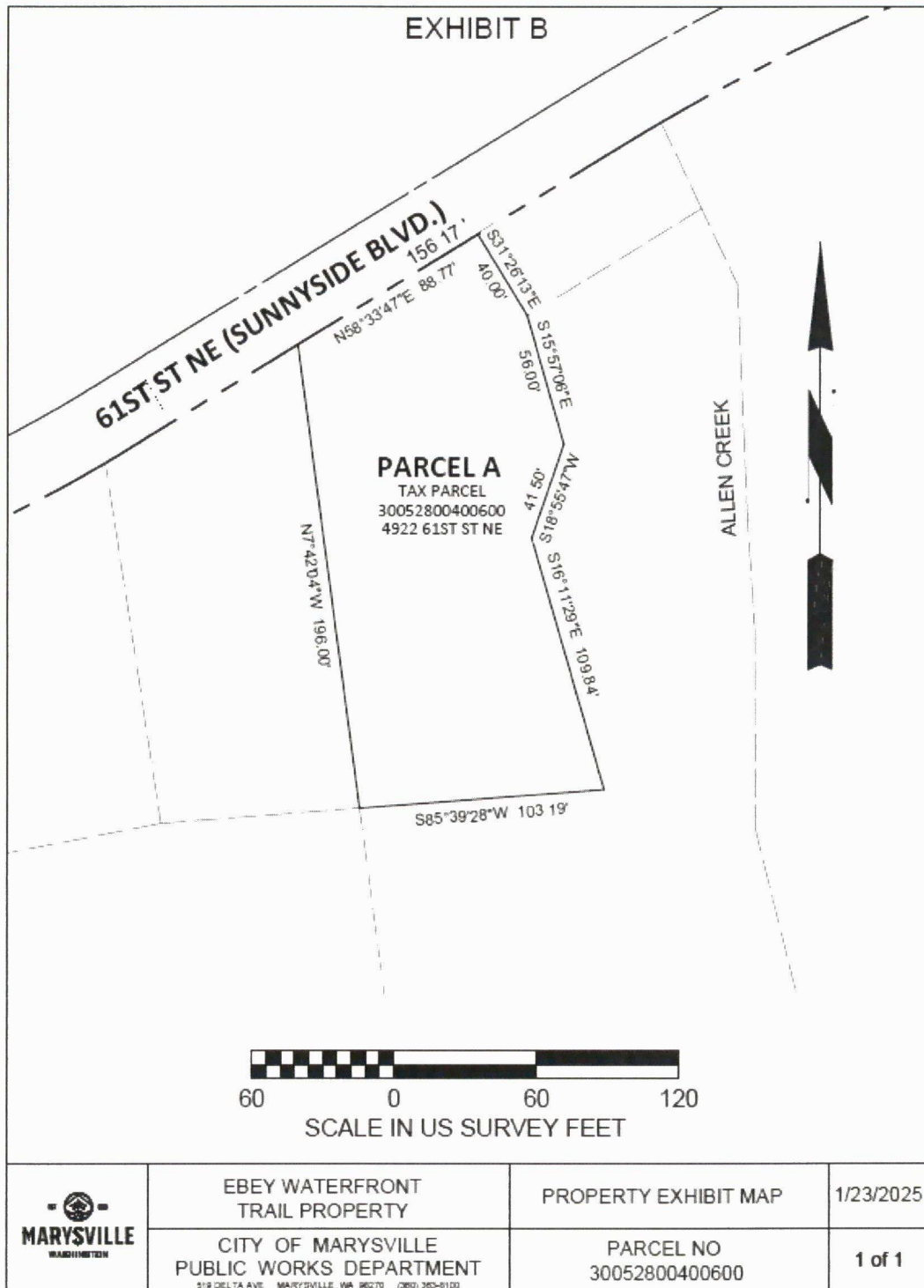
THAT PORTION OF PARCEL A OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO BLA 23-005, RECORDED UNDER RECORDING NUMBER 202401085003, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W M , DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF PARCEL A OF SAID BLA 23-005, THENCE NORTH 58°33'47" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF 61ST STREET NE, A DISTANCE OF 88.77 FEET; THENCE SOUTH 31°26'13" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 40.00 FEET TO AN ANGLE POINT, THENCE SOUTH 15°57'06" EAST A DISTANCE OF 56.00 FEET, THENCE SOUTH 18°55'47" WEST A DISTANCE OF 41 50 FEET; THENCE SOUTH 16°11'29" WEST A DISTANCE OF 109.84 FEET TO THE EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 3 OF SHORT PLAT SP-85-006, RECORDING NUMBER 8508130186, THENCE SOUTH 85°39'28" WEST ALONG SAID PROJECTED LINE, A DISTANCE OF 103 19 FEET, MORE OR LESS, TO THE WEST LINE OF SAID PARCEL A; THENCE NORTH 7°42'04" WEST ALONG SAID WEST LINE, A DISTANCE OF 196.00 FEET TO THE POINT OF BEGINNING,

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON



EXHIBIT B
Property Map



512



Project Sponsor: City of Marysville
Project Title: Ebey Waterfront Trail Acquisition

Project Number: 20-1721A
Approval Date: 02/02/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Marysville (Sponsor, and primary Sponsor), 501 Delta Ave, Marysville, WA 98270, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Marysville will use this grant to acquire 2.20 acres to provided a future trail linkage to the Ebey Waterfront Trail system. The primary recreation activity provided by this project will be nonmotorized trail recreation uses and activities.

PERIOD OF PERFORMANCE

The period of performance begins on December 1, 2024 (project start date) and ends on January 31, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor’s on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board’s conversion policy (see the Long-Term Obligations Of The Projects and Sponsors section) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$300,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - RRG Trails	49.31%	\$300,000.00	State
Project Sponsor	50.69%	\$308,379.00	
Total Project Cost	100.00%	\$608,379.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO’s director or designee and consented to in writing (including email) by the Sponsor’s Authorized Representative/Agent or Sponsor’s designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): APE autogenerated for WS 1

State - RCO Lead: Proceed under an IDP: No additional cultural resources work is required for this scope of work, the project may proceed in accordance with RCO's Inadvertent Discovery Plan. Future project actions or any changes to the scope of work may require cultural resources survey.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Tara Mizell
Director
6915 Armar Road
Marysville, WA 98270
tmizell@marysvillewa.gov

RCO Contact

Dan Haws
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
dan.haws@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

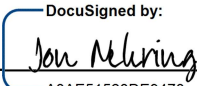
This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1721, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Marysville

DocuSigned by:

A8AE51528DE9478...
By: _____
Name (printed): Jon Nehring
Title: Mayor

Date: 12/10/2024

State of Washington Recreation and Conservation Office

By: _____
FOR Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:


By: _____
Assistant Attorney General

Date: 10/26/2023



Project Sponsor: City of Marysville
Project Title: Ebey Waterfront Trail Acquisition

Project Number: 20-1721A
Approval Date: 02/02/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Option A parcel 300528000400600 2.2 (Worksite #1, Purchase single property for trail development)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):	
Uplands	2.20
Existing structures on site:	Structures to be demolished

Incidentals

Appraisal

Appraisal Review

Closing, Recording, Taxes, Title

Cultural resources (Acq)

Demolition

Buildings / structures to be demolished:	2 family resident duplex
--	--------------------------

Relocation

Survey (Acq)

Wetland Delineations

Administrative Costs (Acq)

Administrative costs (Acq)



Project Sponsor: City of Marysville
Project Title: Ebey Waterfront Trail Acquisition

Project Number: 20-1721A
Approval Date: 02/02/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Cultural Resources Complete	10/28/2024	
	Project Start	12/01/2024	
	Order Appraisal(s)	12/15/2024	
	Order Appraisal Review(s)	12/31/2024	
	Progress Report Due	01/01/2025	
	Purchase Agreement Signed	01/15/2025	
	Acquisition Closing	01/20/2025	
	Final Billing Due	01/27/2025	
	Recorded Acq Documents to RCO	01/27/2025	
	Final Report Due	01/31/2025	
	Funding Acknowl Sign Posted	01/31/2025	
	Agreement End Date	01/31/2025	

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ASSIGNMENT	10
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INDEMNIFICATION	11
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CONFLICT OF INTEREST	12
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ARCHAEOLOGICAL AND CULTURAL RESOURCES	12
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COVENANT AGAINST CONTINGENT FEES	15
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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/25/2024.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to

cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as

may apply.

- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- G. Inadvertent Discovery
- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the

Sponsor.

- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
- 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
- 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;

- 2) Value of any service(s) furnished;
- 3) Value of any opportunities furnished; and
- 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection; and
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of any 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 delivered to RCO before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying (a conveyance) certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the state, or federal agency, or other organization. These conveyance documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The conveyance document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors 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 Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, conservation of habitats and species, access for compliance inspections by RCO, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. 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 Sponsor 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 conveyance document. Language will depend on the situation; Sponsor must obtain RCO approval on the language prior to executing the easement or lease.
 - 4) **Disposal or Encumbrance of Any Real Property or Conveyance.** Sponsor shall not dispose of or encumber its title to the project property, a conveyance to RCO, or other interests in the project property without written RCO approval. RCO approval of any disposal, sale, or any encumbrance upon any title or conveyance shall be based on, among other things, ensuring sponsor's agreement and long-term obligation requirements are met and ensuring RCO's rights to enforce this Agreement.
- E. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and

relocation assistance as a condition of the Agreement and receiving grant funds.

F. **Buildings and Structures.** Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, and ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES SECTION.

G. **Hazardous Substances.**

- 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70A.305.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70A.305.
- 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State 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 Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

H. **Carbon Offsets and Payments for Ecosystem Services.** (Ecosystem services are those benefits people through the existence of natural ecosystems. These include but are not limited to provisioning, regulating, cultural, and support services.) Sponsors acquiring property with RCO funding assistance may use those properties to generate carbon offsets or ecosystem service payments to the extent that those activities/uses do not conflict with the funding purpose. Sponsor shall notify RCO of its intent to pursue a carbon or ecosystem service project prior to enrollment (entering into an agreement with a crediting authority to commit to the terms of a carbon offset or payment for ecosystems services project) and any enrollment must be approved by RCO. If a deed restriction is required to secure the carbon credits or ecosystem service payments, sponsor must receive RCO written approval before conveyance is recorded, which approval may be conditioned on the deed restriction not interfering with RCO's rights under this Agreement. Income realized from the sale of carbon offsets or payments for ecosystem services must be used in accordance with the INCOME (AND FEES) AND USE OF INCOME section of this agreement, further provided that such use of income/revenue does not constitute a conveyance of real property as defined in this agreement or by RCO rules.

I. **Developing and Restoring Purchased Property.** If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.

- 1) For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
- 2) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

- B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or

- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.