



**CITY COUNCIL REGULAR MEETING
MONDAY, MAY 13, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Swearing-in of Custody Officer David Goeden
[Oath Custody Officer Goeden.docx](#)
- B. Proclamation Declaring May 12-18, 2024, as Police Week and May 15, 2024, as Law Enforcement Memorial Day in the City of Marysville
[PROCLAMATION Police Week 2024.pdf](#)
- C. Proclamation Declaring May 19-25, 2024, National Public Works Week in Marysville
[PROCLAMATION National Public Works Week 2024.pdf](#)
- D. Proclamation Declaring May 19-25, 2024, Emergency Medical Services Week in Marysville
[PROCLAMATION Emergency Medical Services Week 2024.pdf](#)
- E. Snohomish County Assessor's Office - Property Tax Overview
[City of Marysville 2024.pptx](#)
[Bio for Hjelle 2024.docx](#)

Public Comment

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

1. April 22, 2024 City Council Meeting Minutes
[CC 04222024.docx](#)
2. May 6, 2024 City Council Work Session Minutes
[WS 05072024.docx](#)

Consent

3. April 25, 2024 Payroll in the Amount of \$2,025,453.22 Paid by EFT Transactions and Check Numbers 35242 through 35254
4. April 24, 2024 Claims in the Amount of 2,678,833.30 Paid by EFT Transactions and Check Numbers 169692 through 169826.*
[042424.pdf](#)
5. May 1, 2024 Claims in the Amount of \$2,049,913.00 Paid by EFT Transactions and Check Numbers 169827 through 169964.*
[050124.rtf](#)
6. An Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.
Recommended Motion: I move to authorize the Mayor to sign and execute the Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.
[Amendment to AHA Interlocal Agreement 2023](#)
[Original AHA Interlocal Agreement recorded 11.5.2013](#)
7. Professional Services Agreement with KPFF Consulting Engineers, to provide preliminary design for the 156th Street NE Railroad Overcrossing Project
I move to authorize the Mayor to sign and execute the Professional Services Agreement with KPFF Consulting Engineers to provide preliminary design for the 156th St NE Railroad Overcrossing project in the amount of \$950,328.89.
[LP_AEPS-CostPlusFixedFee_r042624 consolidated.pdf](#)
8. 2024 Strawberry Festival Permit
Recommended Motion: I move to approve the Strawberry Festival Permit for 2024.
[2024 Strawberry Festival Permit Final .pdf](#)
9. Whiskey Ridge Sewer Lift Station - Property Deed
Recommended Motion: I move to accept ownership of the property described in the attached deed, which contains the recently constructed Whiskey Ridge Sewer Lift Station.
[Densmore Lift Station - Deed.pdf](#)
[Densmore Lift Station - Council Figure.pdf](#)

10. Amendment to access agreement with Pacific Realty, Inc.
Recommended Motion: I move to authorize the Mayor to sign and execute the amendment to the access agreement with Pacific Realty, Inc.
[mccw000 Access agreement Amendment 2024-05-02.pdf](#)
[Pac Realty Access Agreement \(Original\).pdf](#)

Review Bids

Public Hearings

New Business

11. A **Resolution** authorizing the Housing Authority of Snohomish County to operate within the city of Marysville.
Recommended Motion: I move to approve Resolution No. _____.
[Resolution - HASCO.pdf](#)
12. An **Ordinance** of the City Council of the City of Marysville, Washington, amending sections 14.07.080 and 17.07.100 of the Municipal Code to provide the availability of credit toward certain oversized capital improvement charges.
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - Amend MMC 14.07.docx](#)
[14.07 Proposed.docx](#)
13. An **Ordinance** to amend the 2023-2024 Biennial Budget for various purposes.*
Recommended Motion: I move to adopt Ordinance No. _____.
[05_13_24_BA_Ordinance final.pdf](#)
14. Supplemental Agreement No. 5 to Professional Services Agreement between City of Marysville and Perteet Inc. for Riverwalk Environmental Services.*
Recommended Motion: I move to authorize the Mayor to sign and execute the supplemental agreement with Perteet.
[Supp. No. 5 - Perteet Marysville Riverwalk 4-30-2024 \(unsigned\).pdf](#)
[Original Contract for Reference.pdf](#)
[Supplemental No. 2 - Perteet, Inc. - Marysville Riverwalk - Waterfront Redevelopment.pdf](#)
[Supplemental No. 3 - Perteet.pdf](#)
[Supplemental No. 4 - Perteet.pdf](#)
15. State Ave NHS - Contract Change Order No. 1

I move to approve Change Order No. 1 with Reece Construction Company in the amount of \$313,096.00 for the State Ave NHS project and to increase the total management reserve authorization to \$444,276.00.

[R2107_Change Order 1.pdf](#)
[Agreement - Reece Construction - State Ave NHS.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.

*** These items have been added or revised from the materials previously distributed in the packets for the May 6, 2024 Work Session.**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Custody Officer David Goeden

SUGGESTED ACTION:

SUMMARY: It is requested that Mayor Jon Nehring swear in to service, Custody Officer David Goeden.

ATTACHMENTS:
[Oath Custody Officer Goeden.docx](#)



MARYSVILLE POLICE
DEPARTMENT
Erik Sclairpon, Chief of Police



OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

Marysville, Washington

I, David Goeden, 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 Custody Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13th day of May, 2024

David Goeden
Custody Officer

Erik Sclairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring May 12-18, 2024, as Police Week and May 15, 2024, as Law Enforcement Memorial Day in the City of Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[PROCLAMATION Police Week 2024.pdf](#)



PROCLAMATION

**Declaring May 12-18, 2024, as Police Week and May 15, 2024,
as Law Enforcement Memorial Day in the City of Marysville**

WHEREAS, the Congress and President of the United States have designated May 15 as Law Enforcement Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the officers of the Marysville Police Department embody the very definition of citizenship, and know that with our rights come responsibilities to ourselves and to others, and our Police Department plays an essential role in safeguarding the rights and freedoms of Marysville residents and visitors; and

WHEREAS, our law enforcement officers recognize their duty to serve the people by safeguarding life and property, protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression and intimidation; and

WHEREAS, the men and women of the City of Marysville Police Department selflessly provide a vital public service – and do so with a commitment to honor, courage, professionalism, integrity and community.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim May 12-18, 2024, as **NATIONAL POLICE WEEK**

and further May 15, 2024, as **LAW ENFORCEMENT MEMORIAL DAY**

in the City of Marysville. I call upon my fellow Marysville residents to honor those officers who made the ultimate sacrifice or who became disabled in the line of duty. Further, let us reflect upon and appreciate the ways in which our lives are improved by the Marysville Police officers who serve and protect our community and neighborhoods year-round.

Under my hand and seal this thirteenth day of May, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring May 19-25, 2024, National Public Works Week in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[PROCLAMATION National Public Works Week 2024.pdf](#)

PROCLAMATION

Declaring May 19-25, 2024, National Public Works Week in Marysville

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Marysville; and

WHEREAS, these infrastructures, facilities and services would not exist without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers and employees at all levels of government and the private sector who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, the 2024 theme of "Advancing Quality of Life for All" marks the 64th annual National Public Works Week sponsored by the American Public Works Association; and

WHEREAS, the health, safety and comfort of Marysville residents, visitors and businesses greatly depends on reliable public works facilities and services; and

WHEREAS, the quality and effectiveness of these facilities and services – as well as their planning, design and construction – are vitally dependent upon the efforts and skills of public works professionals;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim May 19-25, 2024,

NATIONAL PUBLIC WORKS WEEK

in the City of Marysville. I encourage all Marysville residents to recognize the contributions that our city Public Works professionals make every day for our health, safety, comfort and quality of life.

Under my hand and seal this thirteenth day of May, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring May 19-25, 2024, Emergency Medical Services Week in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[PROCLAMATION Emergency Medical Services Week 2024.pdf](#)

PROCLAMATION

Declaring May 19-25, 2024, Emergency Medical Services Week in Marysville

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury and is a vital public service; and

WHEREAS, Marysville Fire District emergency medical technicians and paramedics are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, emergency medical service has grown to fill a gap by providing important out-of-hospital care including preventative medicine, follow-up care and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out-of-hospital medical care providers; and

WHEREAS, members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, we recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community do hereby proclaim the week of May 19-25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

in the City of Marysville. I encourage all residents of Marysville to join me in recognizing our emergency medical service providers for their outstanding contributions to our community.

Under my hand and seal this thirteenth day of May, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Finance Operations Manager Lindsey Ryan, Finance

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Snohomish County Assessor's Office - Property Tax Overview

SUGGESTED ACTION:

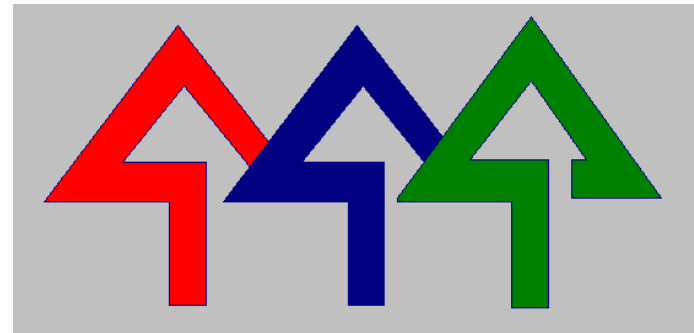
SUMMARY:

ATTACHMENTS:

[City of Marysville 2024.pptx](#)

[Bio for Hjelle 2024.docx](#)

Snohomish County Assessor's Office



Linda Hjelle
Snohomish County Assessor

Elected Official – Non-partisan

What is the Assessor's job?

- Washington State law requires that Assessors
 - Assess (value) all real and personal property in the county at 100% of true and fair market value in money, unless specifically exempted by law
 - Real property includes land and all buildings, structures and improvements to the land
 - Personal property includes machinery & equipment, fixtures, furniture, other moveable items owned or leased by a business
 - Add new construction information and value to roll

We are also responsible for:

- Administration of exemption programs such as senior citizen and non-profit
- Administration of special programs
 - Open Space (Farm & Agricultural, Timber, and General), Forest land & Historical Restoration
- Maintaining Assessor's GIS parcel layer and maps used by all county departments
- Responding to appeals to the BOE and BTA
- Parcel maintenance – segregations, combinations, BLA's, new plats, short plats
- Calculation and Administration of Levies
- Customer Service

WA State Property Tax System

- Dept. of Revenue Property Tax Division
- RCW's and WAC's Washington State Laws and Rules
- IAAO Standards used
- All property adjusted to current market value as of Jan. 1st of each year
- New construction assessment date is July 31st instead of Jan. 1st of each year

Annual Revaluation

- All property is valued every year
- 1/6th of the property is physically inspected each year
- Sales information used in valuation and/or in support of the values are typically ones that occurred in the market in the previous year/s
- Per RCW 84.40.030, property is valued at 100% of Market Value

Appraisal Tools

We use:

- **For Residential Property - A Predictive Valuation Model**
 - Predicts value based upon property characteristics and sales prices
- **Market Calibrated Stratified Cost Approach (MCSCA)**
 - **Based On Marshall & Swift® Cost Approach**
a national standard for estimating 'cost',
calibrated to Local Market conditions

Commercial Property Income, Market and Cost Approaches

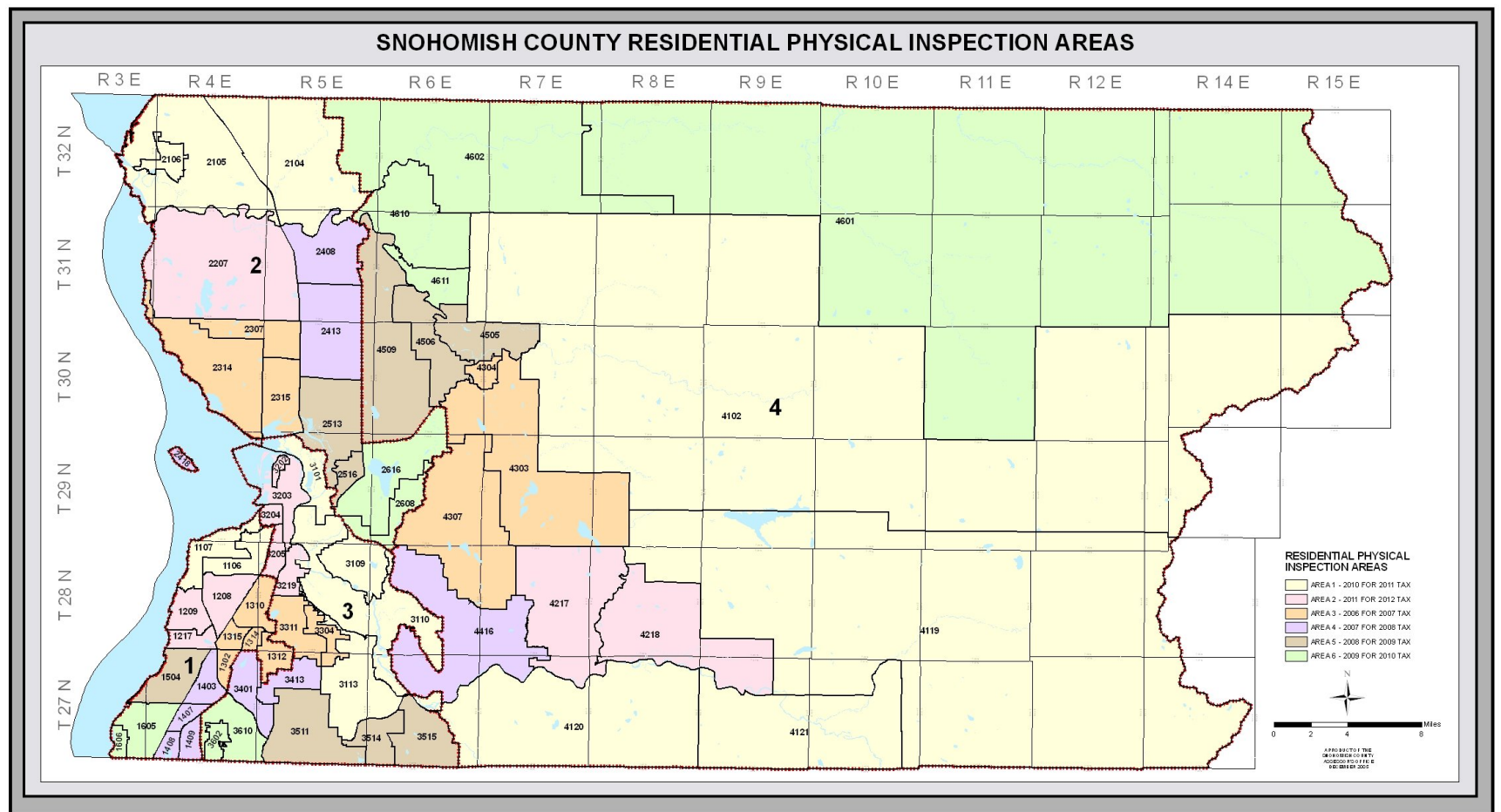
Commercial Property is typically valued and assessed using one or all of the 3 approaches to value:

- 1. Income Approach –**
 - **IRV (Income divided by rate equals value)**
- 2. Market or Sales Comparison Approach**
- 3. Cost Approach**

Residential Appraisal Areas

4 Work Regions

6 Inspections Areas Per Region



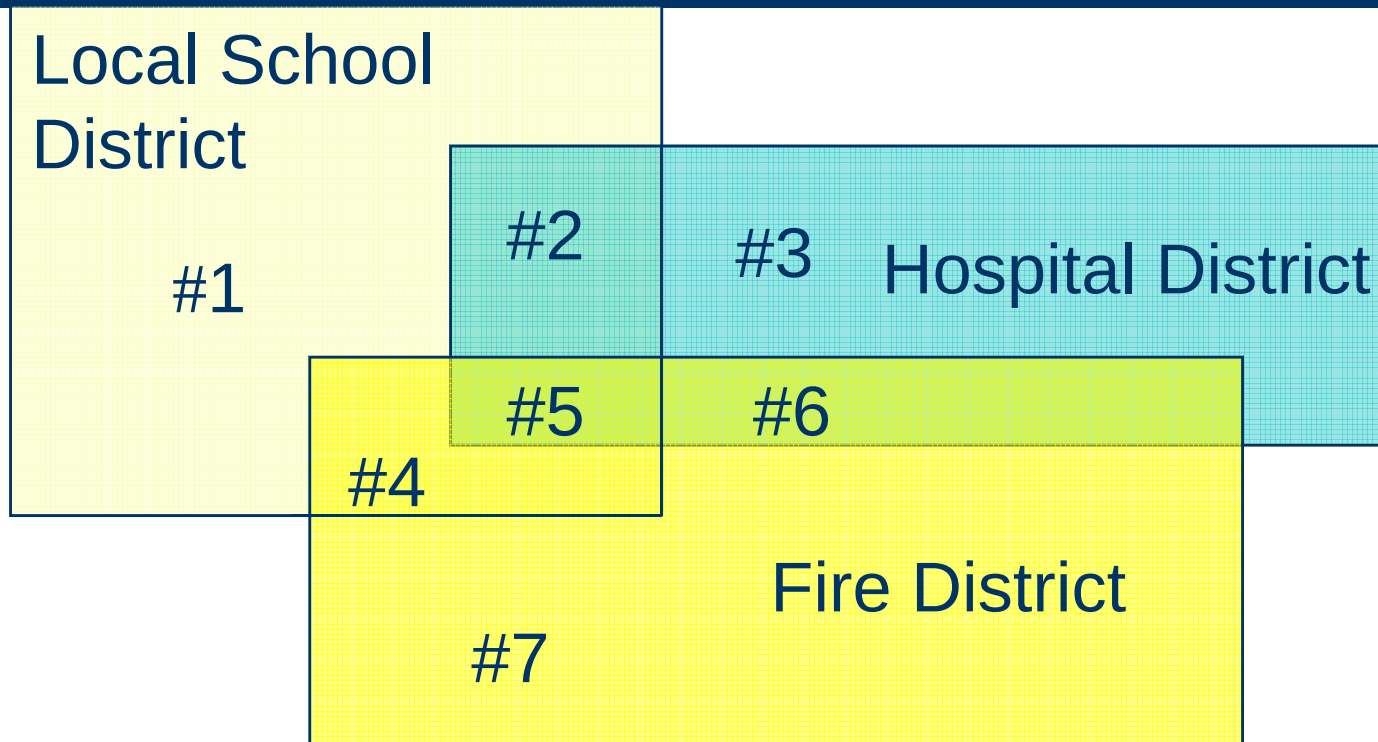
Mass Appraisal vs Fee Appraisal

- Creating a model & applying it to multiple parcels vs 3 comp appraisal for lending purposes
- Sales verification
- Identifying influences that affect value
- Statistical analysis – use of measurement tools
- Mass Appraisal Report – online for both Residential and Commercial property

Tax Code Areas & Limits

- Snohomish County has
 - 67 taxing districts
 - 382 tax code areas

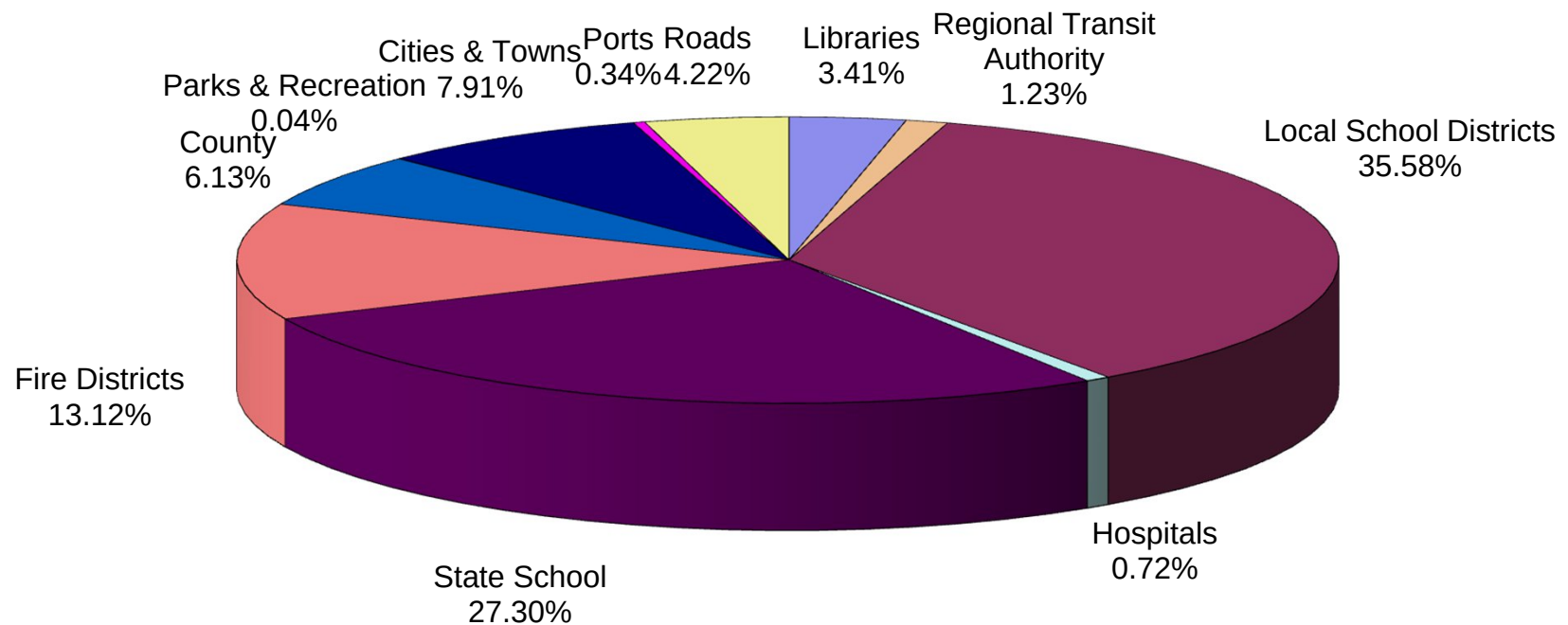
Tax Code Area



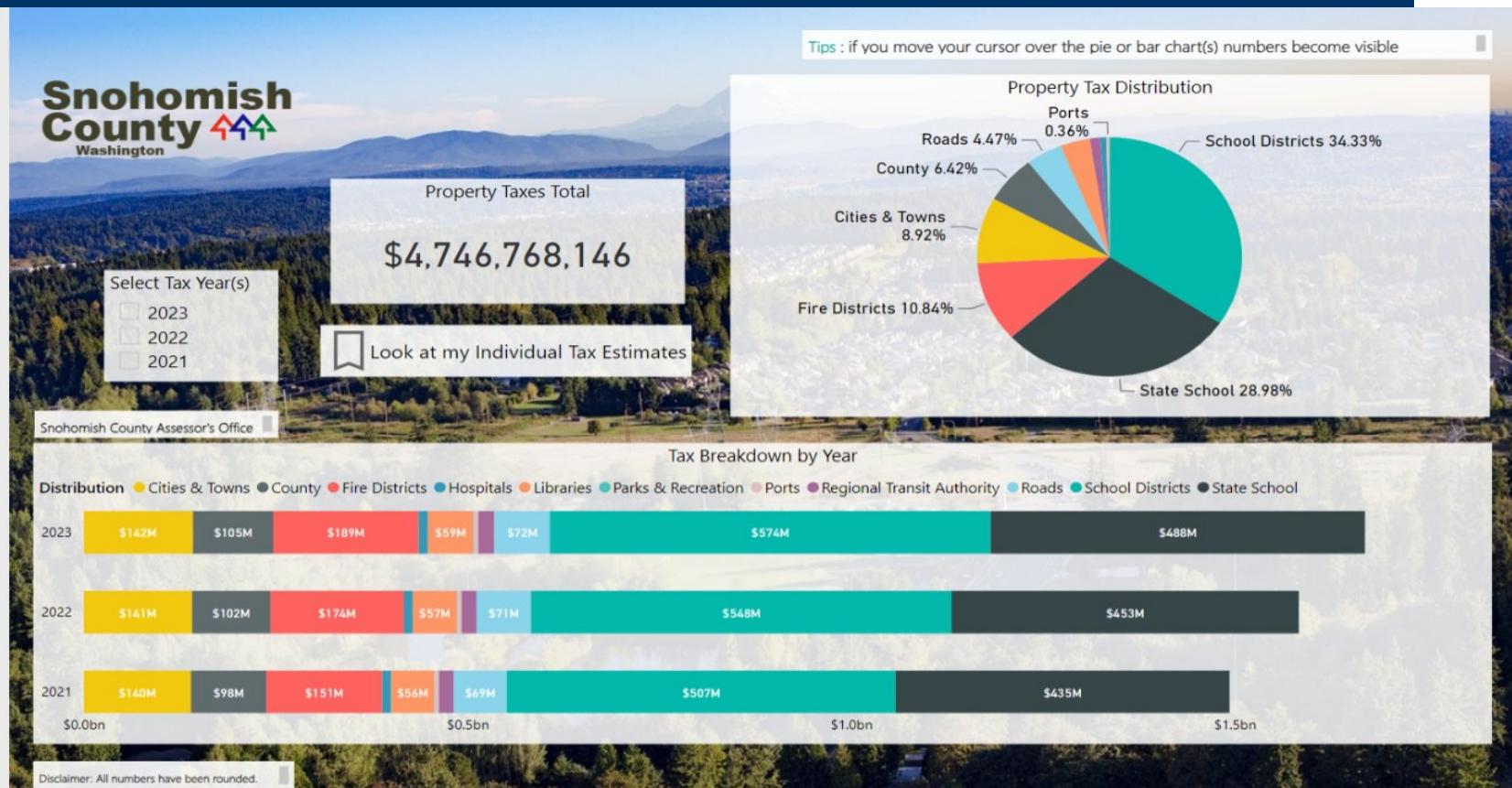
Three taxing districts create 7 tax code areas.

Where do Property Taxes Go?

Property Taxes Total: \$1,747,341,954



Property Tax Distribution



Levies & Rates

- Taxing District establishes levy amount (Original amount by vote)
- Levy (budget) amount is provided to our office with documentation
- We check limitations
- We calculate the final levy amount and rate

Levy Terms

- Highest Lawful Levy
- Actual Levy
- New Construction
- State Utilities
- Annexation
- Refunds
- Banked Capacity

Basic Levy Process

- The taxing district's "levy" divided by the assessed value of all taxable parcels in the district equals the tax rate ("Levy Rate") for the district.

Basic Levy Process

Levy

$$\frac{\text{Levy}}{\text{Taxable Value}} = \text{Levy Rate}$$

$$\frac{\$50,000}{\$100,000,000} = \$.50 / \$1,000 \text{ AV}$$

Basic Levy Process

Example

\$.50 (Levy Rate)

X 300 (300,000 Assessed Value)

\$150 Tax Bill

Levy Limit (101%)

Limited growth in taxing district levies to 101% of the rate of inflation annually (based on size of the district)

- Population below 10,000 – with passage of a resolution, the limit is set at 101%
- Population at or above 10,000 – with the passage of a resolution, the limit is set at the highest lawful levy since 1985 plus the lessor of 100% plus inflation per IPD or 101%

Levy Limit (101%)

- Taxing district is authorized previous year's levy amount plus any additional amounts for new construction, increase in state assessed property and annexations
- Resolution/Ordinance
 - With the passage of a resolution/ordinance, district may increase the levy amount further
 - Must be passed by the majority of the Governing Board
 - Must state \$ increase and % increase above previous year
 - Establishes the levy limit depending on the population of the district.

Banked Capacity

- If the district took less than the max allowable increase each year, but adopted the appropriate Resolution/Ordinances, they have “banked” or “unused” levy capacity that could be levied in future years.
- Banked Capacity is the difference between the highest lawful levy that could have been made and the actual levy that was imposed.

Max Statutory Levy Rate – City of Marysville

- \$3.60 minus the RFA and minus Sno Isle Library
- 2024 max statutory levy rate was \$2.17885879618
- Actual levy rate for 2024 is \$.83374495584

What is a Lid Lift

- City 2024 Stat Rate \$2.17885879618
- Current 2024 rate \$.83374495584
- Excess Capacity \$1.34511384034

A Lid Lift, with a vote of the people, would allow the City to “lift” the 101% limit (Lid) of their budget amount to achieve a higher rate.

(RCW 84.55.050)

Lid Lift

Some rules governing lid lifts:

- Limit the period for which the increase levy is made:

Single Year

Multiple Year (up to 6 years)

- Must be approved by the majority vote
- Ballot must state proposed dollar rate (levy rate)
- Cannot exceed the statutory dollar rate
- The lid lift is temporary unless the ballot specifically states the resulting levy will be used for future levy limit calculations

Senior Citizen/Disabled Persons Exemption

2023 Tax year

STATUS	INCOME LEVEL	AMOUNT OF REDUCTION
A	\$0 TO \$38,591	Exempt from excess levies (ie: local school levies) and Part 2 of the state school levy imposed under RCW 84.52.065(2), plus a reduction of assessed value of 60% or \$60,000, whichever is greater.
B	\$38,592 TO \$47,167	Exempt from excess levies and Part 2 of the state school levy imposed under RCW 84.52.065(2), plus a reduction of assessed value of 35% or \$50,000, whichever is greater, not to exceed \$70,000.
C	\$47,168 TO \$55,743	Exempt from excess levies and Part 2 of the state school levy imposed under RCW 84.52.065(2).

Senior Citizen/Disabled Persons Exemption for 2024 Tax

STATUS	INCOME LEVEL	AMOUNT OF REDUCTION
A	\$0 TO \$54,000	Exempt from excess levies (ie: local school levies) and Part 2 of the state school levy imposed under RCW 84.52.065(2), plus a reduction of assessed value of 60% or \$60,000, whichever is greater.
B	\$54,001 TO \$64,000	Exempt from excess levies and Part 2 of the state school levy imposed under RCW 84.52.065(2), plus a reduction of assessed value of 35% or \$50,000, whichever is greater, not to exceed \$70,000.
C	\$64,001 TO \$75,000	Exempt from excess levies and Part 2 of the state school levy imposed under RCW 84.52.065(2).

Assessors Office Website



What is available on the website

- SCOPi Interactive map -- aerial photos, parcel boundaries, assessed values, sales info, property characteristics, taxes, etc.
- Sales Search/Comp Search App
- Mobile App
- Assessor Parcel Maps
- Personal Property E-File & FTP Data
- Mass Appraisal Reports
- Performance Statistics
- Special Programs/Classification Information
- Tax Relief Program Information
- Senior Exemption Application Status tool
- Forms and Publications

Thank you!

- Thank you for this opportunity to share information about the Assessor's office
- Please feel free to contact us if you have any questions or need any help!

BIO for Linda Hjelle:

Linda Hjelle is the elected Assessor for the Snohomish County Assessor's Office and is serving in her 3rd term of office. Prior to being elected, Linda served as the Chief Deputy Assessor for the Snohomish County Assessor's Office for 12 years of her 35+ year career within the office. She manages a staff of 68 FTE's covering 6 divisions and valuing over 300,000 tax parcels annually with a total assessed value of over 212 Billion.

She is a long-standing member of the International Association of Assessing Officers organization and is serving on the Board of the Washington Association of County Officials as well as serving as chair of the Appraisal Committee and the Puget Sound Region Committee for the Washington Association of County Assessors. (WSACA) Linda holds a Bachelors Degree in Language Arts/Education from Washington State University and has taken numerous professional appraisal and management courses.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: April 22, 2024 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 04222024.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Regular Meeting April 22, 2024

Call to Order

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

Invocation

Pastor Dan Hazen 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: CAO Gloria Hirashima, City Attorney Jon Walker, Parks Director Tara Mizell, Public Works Director Jeff Laycock, Assistant Public Works Director Max Phan, Finance Director Jennifer Ferrer-Santa Ines, Police Chief Erik Scairpon, Public Information Officer Connie Mennie, Community Development Director Haylie Miller, Human Resources Director Megan Hodgson, IT Director Stephen Doherty

Approval of the Agenda

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

AYES: ALL

Presentations

- A. Proclamation Declaring May 5-11, 2024, Professional Municipal Clerks Week in Marysville

PROCLAMATION Municipal Clerks Week 2024.pdf

Mayor Nehring read the Proclamation into the record.

- B. 2023 Marysville Transportation Benefit District Annual Report

2023 MTBD Annual Report Letter.pdf

2023 MTBD Annual Report Presentation.pdf

Asst. Public Works Director Max Phan presented the 2023 Marysville Transportation Benefit District (TBD) Annual Report. He reviewed background on the TBD and completed 2023 TBD projects including pavement preservation and other transportation projects. He gave an overview of revenue and expenditures. Revenues from TBD sales tax have continued to trend higher than anticipated.

Public Comment

Saranraj Annamalai, 3736 79th Drive NE, spoke in support of the renovation of Shasta Ridge Park.

Ed Martin, 5304 88th Street, spoke regarding a traffic light timing issue causing confusion and accidents. Public Works Director Laycock explained staff would look into the issue.

- B. 2023 Marysville Transportation Benefit District Annual Report

Motion to approve the 2023 Marysville Transportation Benefit District Annual Report moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Approval of Minutes

1. March 25, 2024 City Council Meeting Minutes

CC 03252024.docx

Motion to approve the March 25, 2024 City Council Meeting Minutes moved by Councilmember Condyles seconded by Councilmember Norton.

AYES: ALL

2. April 1, 2024 City Council Work Session Minutes

[WS 04012024.docx](#)

Motion to approve the April 1, 2024 City Council Work Session Minutes moved by Councilmember King seconded by Councilmember James.

AYES: ALL

[3. April 8, 2024 City Council Meeting Minutes](#)

[CC 04082024.docx](#)

Motion to approve the April 8, 2024 City Council Meeting Minutes moved by Council President Stevens seconded by Councilmember Muller.

AYES: ALL

[Consent](#)

4. April 10, 2024 Payroll in the Amount of \$2,010,526.47 Paid by EFT Transactions and Check Numbers 35229 through 35241
5. April 10, 2024 Claims in the Amount of \$580,201.61 Paid by EFT Transactions and Check Numbers 169361 through 169531 with Check Number 168951 Voided

[041024.rtf](#)

6. April 17, 2024 Claims in the Amount of \$1,466,366.96 Paid by EFT Transactions and Check Numbers 169532 through 169691 with Check Numbers 165238, 165689, 166139, 166175, 168363, 168625 and 169071 Voided

[041724.rtf](#)

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

AYES: ALL

[Review Bids](#)

[7. Contract Award – 2024 Pavement Preservation Project](#)

[Bid Tabulation_TB106.pdf](#)

[Contract.pdf](#)

[Vicinity Map.pdf](#)

Director Laycock reviewed the 2024 Pavement Preservation Project contract with Reece Construction.

Councilmember Condyles asked how the projects were determined. Director Laycock reviewed the process.

Motion to authorize the Mayor to sign and execute the 2024 Pavement Preservation Project contract with Reece Construction Company in the amount of \$4,199,666.00 and approve a management reserve of \$419,966.60 for a total allocation of \$4,619,632.60 moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Public Hearings

New Business

8. An Ordinance of the City of Marysville, Washington declaring public use and necessity for land and property to be condemned for the purpose of making improvements to 88th St NE from approximately State Avenue to 55th Ave NE; and authorizing the condemnation, appropriation, taking, damaging, and acquisition of land and other property and payment from the general fund.

Ordinance for 88th Condemnation.pdf

City Attorney Walker reviewed this item related to right-of-way acquisition for the 88th Street widening project. There was some discussion about what area Phase 1 covers as well as the timeline. Councilmember Norton asked if there are any outstanding issues with residents. City Attorney Walker replied that it is going smoothly but there are still some ongoing negotiations because of unique circumstances. Councilmember Muller pointed out that this was the least impactful option.

Motion to adopt Ordinance No. 3307 moved by Councilmember Muller seconded by Councilmember Norton.

AYES: ALL

9. Washington State Criminal Justice Training Academy Interlocal Agreement

WSCJTCC - Marysville PD IA.pdf

Contractor Pay Scale (rev. 06.13.23).pdf

Chief Scairpon reviewed the purpose and benefits of the Interlocal Agreement with the Washington State Criminal Justice Training Academy. Councilmember James was pleased to hear about the academy. He asked where trainers would be coming from. Chief Scairpon thought they would be coming from Arlington.

Motion to authorize the Mayor to sign and execute the Washington State Criminal Justice Training Academy Interlocal Agreement moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

10. [Local Agency Agreement and Prospectus with WSDOT for the 53rd Ave NE and 61st St NE Intersection and Shared-Use Path Improvements Project](#)

[53rd and Sunnyside_CN LAA_04-02-24.pdf](#)

[53rd and Sunnyside_CN Prospectus_04-03-24.pdf](#)

Director Laycock reviewed the project for the 53rd Avenue NE and 61st Street NE intersection and shared use path improvements. He responded to clarification questions about the project.

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 53rd Ave NE and 61st St NE (Sunnyside Blvd) Intersection and Shared-Use Path Improvements Project moved by Councilmember James seconded by Councilmember King.

AYES: ALL

11. [Worksite Agreement with Career Path Services for Communications Marketing Internship](#)

[Career Path Services.pdf](#)

Public Information Officer Mennie reviewed the worksite agreement with Career Path Services for a communications and marketing internship position. She reviewed expected duties of the employee.

Motion to authorize the Mayor to sign and execute the worksite agreement with Career Path Services moved by Councilmember Condyles seconded by Councilmember King.

AYES: ALL

12. [Project Acceptance – Strawberry Fields Turf](#)

[Notice of Physical Completion - Strawberry Field Turf Construction.pdf](#)

Director Laycock explained that staff is recommending project acceptance of the project.

Councilmember Norton commented that the field was great for winter soccer for her daughter's team and many other teams. It is a great asset for Marysville.

Motion to authorize the Mayor to accept the Strawberry Fields Turf Project, starting the 60-day lien filing period for project closeout moved by Council President Stevens seconded by Councilmember Muller.

AYES: ALL

13. [Transportation Improvement Board \(TIB\) Grant Agreement for the 2024 RRFB Project](#)

[Grant Agreement - CSP - Marysville - RRFB project.pdf](#)

[Project Funding Status Form.pdf](#)

Director Laycock reviewed the grant from the Transportation Improvement Board for two locations of rapid flashing beacons for crosswalks.

Motion to authorize the Mayor to sign and execute the TIB Grant Agreement and Project Funding Status Form for the 2024 RRFB Project moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

14. [A Resolution adopting the 2024-2026 Strategic Plan.](#)

[Resolution.pdf](#)

[City of Marysville 2024 - 2026 Strategic Plan PDF Print.pdf](#)

CAO Hirashima presented the resolution adopting the 2024-2026 Strategic Plan and reviewed the process involved in the project.

Motion to approve Resolution No 2553 moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

[Legal](#)

[Mayor's Business](#)

- He commented on the tremendous success of Clean Sweep Day and thanked staff for their work on this. Thanks to Council for their support of that as well.
- He gave an update on Community Transit and noted that now that the Orange Line is complete, they will be focusing on the Gold Line in 2027.
- Federal legislative Zoom meetings went well.
- Snohomish County Cities meeting on the budget was informative.

[Staff Business](#)

Director Laycock shared stats on Clean Sweep Day which was a huge success. They estimate about 1100 people came through.

Director Mizell commented that the sidewalk at Lakewood on 172nd was very much appreciated by the community.

City Attorney Walker stated the need for an Executive Session to address three items - two related to potential litigation and one regarding the sale of real estate with no action expected for ten minutes.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He joined Councilmember King, the Mayor, and CAO Hirashima on the meeting with Senator Cantwell's office last week. He thought it was interesting and productive. The reception to Mother Nature's Window was great.
- He participated in the Police Foundation golf tournament last week. Everybody had a good time, and they raised a lot of money.

Councilmember James:

- He commented on the process of being on jury duty for Snohomish County Court last week.
- Snohomish County Cities meeting was good.
- Clean Sweep was a great success.

Councilmember King:

- The Zoom meeting with Marie Cantwell's aides went well last week.
- Clean Sweep was a great event.
- He noticed the duplex was torn down.
- The Burger Mill is getting a facelift.

Councilmember Stevens had no comments.

Councilmember Richards:

- He noticed a Welcome to the Pinewood Neighborhood sign which looks nice.
- He asked if they are trying to educate people about having dogs on the soccer fields at Strawberry Fields. Director Mizell reviewed signage and enforcement efforts.
- He expressed sympathy for a recent death of a teenager in Marysville.

Councilmember Muller:

- Clean Sweep was a very big success. He expressed appreciation to staff for their great work.
- He was glad to see the duplex removed.
- He rode past the storm facility. It looks great.

- If the 3rd Street fountains will be running this summer, he recommended putting some wire up so rocks don't get down in the hole. He also asked about the resurfacing plan for that area. Director Laycock discussed this.

Councilmember Norton:

- She reported on the April 16 Snohomish County Law and Justice Council. They had a brief discussion on electronic home monitoring devices.
- She reported on the April 18 Finance Committee report where they had a quarterly investment report from the Government Portfolio Advisors and reviewed sales tax numbers.
- She commented on the Snohomish County Cities budget presentation. It was interesting but she appreciates how Marysville strives to live within its means.
- She appreciated the Clean Sweep event.
- She was recently on vacation and had the opportunity to see former Councilmember Vaughan and his wife who send their regards.

Adjournment/Recess

The meeting recessed from 7:58 until 8:03 p.m.

Council recessed into Executive Session at 8:03 for 10 minutes to address three items. One item regarding the sale of real estate with no action expected, and two items regarding potential litigation with no action expected on either item.

Executive Session began for ten minutes at 8:03 and ended at 8:13 p.m.

Executive Session

- A. Litigation: RCW 42.30.110(1)(i); two items
- B. Personnel:
- C. Real Estate: RCW 42.30.110(1)(c); one item

Reconvene

The meeting reconvened at 8:23 p.m. and immediately adjourned with no action.

Adjournment

The meeting was adjourned at 8:18 p.m.

Approved this _____ day of _____, 2024.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: May 6, 2024 City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 05072024.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Work Session
Minutes
May 6, 2024**

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, Councilmember Norton

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Parks Director Tara Mizell, Community Development Director Haylie Miller, Public Works Director Jeff Laycock, IT Director Stephen Doherty, Human Resources Director Megan Hodgson, Asst. Chief Jim Lawless, Information Systems Administrator Chris Brown

Approval of the Agenda

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

AYES: ALL

Presentations

A. Port of Everett Boundary Enlargement Ballot Measure

Lisa Lefeber, CEO/Executive Director from the Port of Everett made a presentation about a ballot measure going out to the voters in the August primary regarding expanding the Port's boundaries. She gave some background on the Port of Everett and ports in general. She explained the Port is a Special Purpose District whose purpose is to create jobs for economic development in the community. She reviewed the role of property taxes for capital projects, public access, and environmental remediation and emphasized they are not used for operating costs, including staff salaries or benefits. She discussed the economic value study and community assessment designed to explore expanded boundaries. She also discussed future improvements, highlights for Marysville, and next steps.

Comments/Questions:

Councilmember Condyles asked for clarification about the ballot process and the ballot questions. Ms. Lefeber clarified the process and reviewed potential ballot questions.

Councilmember James asked about caps on the tax rate and how it is decided. Ms. Lefeber explained that they are bound to the same rules as cities and counties with respect to property tax. The most it can go up is 1% plus new construction.

Councilmember Muller asked about banked capacity, anticipated revenues, and districting. Ms. Lefeber affirmed they have the ability to bank capacity. She reviewed anticipated revenue, spoke to the importance of bonding capacity, and explained that the districts will be based on equal populations.

Councilmember Norton asked about tools available to ports other than foreign trade zones and grants. Ms. Lefeber discussed their ability to leverage real estate transactions with various grants and partnerships. Councilmember Norton asked how the Port works with cities. Ms. Lefeber explained it varies based on the community and their priorities. She reviewed some examples of ways the Port partners with jurisdictions.

Councilmember King asked about the Tulalip reservation. Ms. Lefeber said anything on Tribal Trust Land would be exempt. Councilmember King asked who owns the Navy base. Ms. Lefeber explained that the property was sold to the Navy in the late 80's and used the proceeds to purchase the former Weyerhaeuser site. They still own the tidelands in and around the base and share a federally secure harbor with the Navy base. They are also making significant investments for ship repair capabilities.

Council President Stevens asked how the Port gathers local communities' priorities and how they prioritize what gets funded. Ms. Lefeber explained that Port's communication team would do outreach to the respective communities and look for projects that have community overlap.

Councilmember Muller asked about any additional incentives for the Arlington Airport. Ms. Lefeber explained that the boundary expansion wouldn't change any of the Port's

authorities or property ownerships. They would only be involved in a community's project or airport if the community asked them to be. From an infrastructure investment standpoint, Ports have higher ranking for investments for facilities of statewide significance like airports, but it would only be if the community wanted the Port to be involved.

Councilmember King said he hopes the Port continues with the derelict boat cleanup.

B. Presentation: Community Development Department Project Update

Community Development Director Miller gave a quarterly update of projects around Marysville. Projects included: SAIA Trucking, Beach Avenue Multi-Family, Grove Street Dental Clinic, DTG Recycling, Sunnyside Co-Housing, Grove Church Expansion, 1933 Bar & Kitchen, Daiso at Marysville Mall, The K BBQ, and the Bluffs at Whiskey Ridge.

Consent

1. April 25, 2024 Payroll in the Amount of \$2,025,453.22 Paid by EFT Transactions and Check Numbers 35242 through 35254

Review Bids

Public Hearings

New Business

2. A Resolution authorizing the Housing Authority of Snohomish County to operate within the city of Marysville.

Resolution - HASCO.pdf

CAO Hirashima reviewed this item authorizing the Housing Authority of Snohomish County (HASCO) to operate within the City. Dwayne Leonard, CEO of HASCO was present to answer any questions.

3. An Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.

Amendment to AHA Interlocal Agreement 2023

Original AHA Interlocal Agreement recorded 11.5.2013

Director Miller reviewed the Interlocal Agreement which would allow for cities in Snohomish County to join the AHA group.

4. Professional Services Agreement with KPFF Consulting Engineers, to provide preliminary design for the 156th Street NE Railroad Overcrossing Project

[LP_AEPS-CostPlusFixedFee_r042624 consolidated.pdf](#)

Public Works Director Laycock reviewed this item.

[5. 2024 Strawberry Festival Permit](#)

[2024 Strawberry Festival Permit Final .pdf](#)

Councilmember King recused himself. Parks Director Mizell introduced the permit for the Strawberry Festival and highlighted proposed changes. Councilmember King returned to the meeting.

[6. Whiskey Ridge Sewer Lift Station - Property Deed](#)

[Densmore Lift Station - Deed.pdf](#)

[Densmore Lift Station - Council Figure.pdf](#)

Director Laycock explained this would turn over ownership of the property where the Whiskey Ridge Lift Station was constructed to the City.

[7. Amendment to access agreement with Pacific Realty, Inc.](#)

[mccw000 Access agreement Amendment 2024-05-02.pdf](#)

[Pac Realty Access Agreement \(Original\).pdf](#)

Director Laycock reviewed this item.

[8. An Ordinance of the City Council of the City of Marysville, Washington, amending sections 14.07.080 and 17.07.100 of the Municipal Code to provide the availability of credit toward certain oversized capital improvement charges.](#)

[Ordinance - Amend MMC 14.07.docx](#)

[14.07 Proposed.docx](#)

Director Laycock reviewed this item.

[Legal](#)

[Mayor's Business](#)

- Great job to everyone involved with putting on the Marysville business summit over the weekend.
- The Strawberry Fields playground grand opening was great.

- The Fishing Derby on Saturday morning was fantastic.
- He got a nice email from the cross country coach at Lakewood High School for all the work that went into the walkway.
- Happy Birthday to Councilmember King.

Staff Business

CAO Hirashima gave an update on the Boys and Girls Club property sale and the Fire Admin building sale. The Marysville School District hearing next week will have a separate packet. There will be an open house held from 3:30 to 4:30 prior to the hearing.

City Attorney Walker stated the need for an Executive Session to address one item related to the purchase of property with no action expected and two items regarding potential litigation with no action expected on one item and action expected on the other providing that Council waives its rules. The expected total time was ten minutes.

Call on Councilmembers and Committee Reports

Councilmember Condyles enjoyed the business summit and the Strawberry Fields playground opening. He is looking forward to the inclusive playground meeting this week. Happy Birthday to Councilmember King.

Councilmember James said he went to the Strawberry Festival playground ribbon cutting and the Mathnasium ribbon cutting. He also walked to kick off the Trails to Ales event. Happy Birthday to Councilmember King.

Councilmember King:

- Thanks to Director Mizell and the City for their help with planning the Strawberry Festival.
- He attended the Strawberry Fields playground opening.
- He reported on the Sno-Isle Fire Commissioners' Board Meeting.
- He reported on the Public Works meeting where they got an update on lead and copper in older water lines, Bayview and Ebey Waterfront Trail, and the ribbon cutting for the new stormwater treatment plant.
- The Historical Society and the Food Bank both have 50th anniversaries coming up.
- The Strawberry Festival float went to Wenatchee for the Apple Blossom Festival over the weekend. Council President Stevens' daughter was on the float and did a great job.

Councilmember Stevens also attended the very rainy Apple Blossom Festival. He is sure that the Strawberry Festival weather will be better.

Councilmember Richards wished Councilmember King a happy birthday. He also attended Public Works meeting. He attended the property swap meeting last week and

thought there were some really good questions. He attended the Strawberry Fields park opening. He won't be here in person for the meeting next week but hopes to Zoom in.

Councilmember Muller said he attended the Mathnasium opening and thinks it is a great addition to the community. He is looking forward to the tour of the new stormwater facility. He is excited about the property exchange event coming up which will be really good for the community. Happy birthday to Councilmember King.

Councilmember Norton also appreciated and enjoyed the business summit and Strawberry Fields grand opening. Happy birthday to Councilmember King.

Adjournment/Recess

Council recessed at 8:25 for five minutes.

Council recessed into Executive Session at 8:30 for 15 minutes to address three items. One item regarding the acquisition of real estate with no action expected, and two items regarding potential litigation, one with action expected, and one with no action expected.

Executive Session began for ten minutes at 8:30 and was extended for 5 minutes at 8:40 p.m. The session ended at 8:45 p.m.

Executive Session

- A. Litigation: RCW 42.30.110(1)(i); two items
- B. Personnel:
- C. Real Estate: RCW 42.30.110(1)(c); one item

Reconvene

The meeting reconvened at 8:45 p.m.

Motion to waive normal rules in order to take action on one item moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Motion to authorize the Mayor to sign and execute the agreement between Huseby Homes, LLC and the City of Marysville moved by Councilmember Richards seconded by Council President Stevens.

AYES: ALL

Adjournment

Motion to adjourn the meeting at 8:42 p.m. moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Approved this _____ day of _____, 2024.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: April 25, 2024 Payroll in the Amount of \$2,025,453.22 Paid by EFT Transactions and Check Numbers 35242 through 35254

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: April 24, 2024 Claims in the Amount of 2,678,833.30 Paid by EFT Transactions and Check Numbers 169692 through 169826.*

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[042424.pdf](#)

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 1

TIME: 10:29:43AM

FOR INVOICES FROM 4/24/2024 TO 4/25/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
		DRIVING ABSTRACT - MCDANIEL	
		<u>ITEM DESCRIPTION</u>	
169692	LICENSING, DEPT OF	PERSONNEL ADMINISTRATION	15.00
169693	LICENSING, DEPT OF	DRIVING ABSTRACT - SCHARBAU	
		PERSONNEL ADMINISTRATION	15.00
169694	LICENSING, DEPT OF	DRIVING ABSTRACT - CORTEZ/CLOSE	
		PERSONNEL ADMINISTRATION	30.00
169695	LICENSING, DEPT OF	DRIVING ABSTRACT - MARTINEZ	
		PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - TRYON	
		PERSONNEL ADMINISTRATION	15.00
169696	US BANK	SUPPLIES/TRAINING	
		POLICE PATROL	-97.14
	US BANK	SUPPLIES	
		WATER/SEWER OPERATION	-43.19
	US BANK	ADVERTISING/SUPPLIES	
		GENERAL FUND	-12.13
	US BANK	SUPPLIES	
		GENERAL FUND	-9.02
	US BANK	LICENSE/REGISTRATION	
		POLICE TRAINING-FIREARMS	9.95
	US BANK	TRAVEL/TRAINING	
		POLICE PATROL	24.66
	US BANK	MEMBERSHIP	
		RECREATION SERVICES	25.00
	US BANK	SUPPLIES	
		RECREATION SERVICES	26.00
	US BANK		
	US BANK	POLICE INVESTIGATION	29.53
	US BANK	BANQUET/TRAVEL	
		POLICE ADMINISTRATION	30.43
	US BANK	POSTAGE	
		GMA - STREET	30.45
	US BANK	SUPPLIES	
		TRANSPORTATION MANAGEMENT	36.08
	US BANK	SUPPLIES/TRAINING	
		POLICE INVESTIGATION	36.55
	US BANK	SUPPLIES	
		OPERA HOUSE	37.86
	US BANK	OPERA HOUSE	45.82
	US BANK	RECREATION SERVICES	52.45
	US BANK	UTIL ADMIN	54.48
	US BANK	POLICE PATROL	55.50
	US BANK	UTIL ADMIN	74.38
	US BANK	RECREATION SERVICES	84.73
	US BANK		
		TRAVEL/TRAINING	
		POLICE ADMINISTRATION	92.50
	US BANK	SUPPLIES	
		COMMUNITY DEVELOPMENT-GENI	98.46
	US BANK	UNIFORM	
		UTIL ADMIN	98.46
	US BANK	SUPPLIES/PROFESSIONAL SERVICE	
		STORM DRAINAGE	99.00
	US BANK	POSTAGE/REGISTRATION	
		ENGR-GENL	100.00
	US BANK	SUPPLIES	
		RECREATION SERVICES	101.20
	US BANK	K9 PROGRAM	105.02
	US BANK		
		POLICE ADMINISTRATION	113.94
	US BANK	SUPPLIES/TRAINING	
		OFFICE OPERATIONS	115.01
	US BANK	SUPPLIES/TRAINING/TRAVEL	
		WATER QUAL TREATMENT	120.00
	US BANK	ENGINE REBUILD/SUPPLIES	
		EQUIPMENT RENTAL	123.77
	US BANK	SUPPLIES	
		RECREATION SERVICES	126.00
	US BANK	ADVERTISING/SUPPLIES	
		PARK & RECREATION FAC	141.13
	US BANK	POSTAGE/REGISTRATION	
		ENGR-GENL	150.00
	US BANK	PALLET DISPOSAL	
		STORM DRAINAGE	160.44
	US BANK	ADVERTISING	
		POLICE ADMINISTRATION	164.12

US BANK	LICENSE/REGISTRATION	POLICE INVESTIGATION	175.00
US BANK	TRAVEL/TRAINING	COMPUTER SERVICES	193.88
US BANK	SUPPLIES	ENGR-GENL	201.99
US BANK	SUPPLIES/PROFESSIONAL SERVICE	STORM DRAINAGE	203.43
US BANK	SUPPLIES/TRAINING/TRAVEL	UTIL ADMIN	214.52
US BANK	SUPPLIES	WATER SERVICE INSTALL	218.20
US BANK	SUPPLIES/TRAINING	POLICE TRAINING-FIREARMS	225.00
US BANK	SUPPLIES	SOLID WASTE OPERATIONS	230.19
US BANK	BANQUET/TRAVEL	POLICE ADMINISTRATION	236.17
US BANK	SUPPLIES	POLICE ADMINISTRATION	238.38
US BANK	SUPPLIES/TRAINING/TRAVEL	GENERAL SERVICES - OVERHEAD	240.00
US BANK	SUPPLIES	CUSTODIAL SERVICES	251.48
US BANK	SUPPLIES/TRAINING	OFFICE OPERATIONS	271.31
US BANK	SUPPLIES	COMPUTER SERVICES	276.21
US BANK	TRAVEL/TRAINING	COMPUTER SERVICES	276.34
US BANK	SUPPLIES	ROADSIDE VEGETATION	281.75
US BANK		IS REPLACEMENT ACCOUNTS	284.15
US BANK	SUPPLIES/TRAINING/TRAVEL	TRAINING	300.00
US BANK	TRAVEL/TRAINING	DETENTION & CORRECTION	326.20
US BANK	SUPPLIES	DETENTION & CORRECTION	327.07
US BANK	ADVERTISING/SUPPLIES	OPERA HOUSE	331.40
US BANK	SUPPLIES	POLICE PATROL	341.74
US BANK		OPERA HOUSE	348.23
US BANK	SUPPLIES/TRAINING	POLICE INVESTIGATION	359.97
US BANK	SUPPLIES	WATER SERVICES	381.30
US BANK		WASTE WATER TREATMENT PLNT	408.10
US BANK		EQUIPMENT RENTAL	414.14
US BANK	SUPPLIES/TRAINING/TRAVEL	UTIL ADMIN	430.00
US BANK	TRAVEL	POLICE TRAINING-FIREARMS	452.96
US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE TRAINING-FIREARMS	452.96
US BANK	SUPPLIES	RECREATION SERVICES	454.59
US BANK	POSTAGE/REGISTRATION	ENGR-GENL	457.57
US BANK	SUPPLIES	POLICE PATROL	466.92
US BANK		POLICE PATROL	492.29
US BANK	SUPPLIES/TRAINING/TRAVEL	UTIL ADMIN	500.00
US BANK	SUPPLIES	WATER DIST MAINS	502.63
US BANK		POLICE PATROL	528.56
US BANK		COMMUNITY SERVICES UNIT	562.93
US BANK		METER READING	577.11
US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE PATROL	578.88
US BANK	SUPPLIES	PARK & RECREATION FAC	605.00
US BANK		METER READING	618.38
US BANK		POLICE PATROL	650.51
US BANK		EMBEDDED SOCIAL WORKER	658.55
US BANK	BANQUET/TRAVEL	POLICE ADMINISTRATION	759.16
US BANK	SUPPLIES/TRAINING	POLICE INVESTIGATION	770.22
US BANK	TRAVEL/TRAINING	POLICE PATROL	791.03
US BANK	SUPPLIES/TRAINING		

	US BANK	SUPPLIES	POLICE TRAINING-FIREARMS	795.00
	US BANK	SUPPLIES/TRAINING/TRAVEL	CRIME PREVENTION	851.83
	US BANK	SUPPLIES	UTIL ADMIN	888.77
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	ER&R	933.04
	US BANK	SUPPLIES	POLICE PATROL	1,088.73
	US BANK		SOLID WASTE OPERATIONS	1,160.79
	US BANK	ENGINE REBUILD/SUPPLIES	COMPUTER SERVICES	1,167.04
	US BANK	SUPPLIES	EQUIPMENT RENTAL	1,568.86
	US BANK	TRAVEL/TRAINING	POLICE ADMINISTRATION	1,571.54
	US BANK	TRAINING	COMPUTER SERVICES	1,662.90
	US BANK	SUPPLIES	TRAINING	1,674.00
	US BANK	TRAVEL/TRAINING	FORESTRY MAINTENANCE	1,737.87
	US BANK		POLICE ADMINISTRATION	1,821.56
	US BANK		POLICE INVESTIGATION	2,102.08
	US BANK	SUPPLIES	RECREATION SERVICES	3,454.15
	US BANK	BANQUET/TRAVEL	PARK & RECREATION FAC	4,035.87
	US BANK	TRAILER	POLICE ADMINISTRATION	4,790.91
	US BANK	TRAVEL/TRAINING	EQUIPMENT RENTAL	5,909.90
169697	A & A LANGUAGE SERV	INTERPRETER SERVICE	POLICE TRAINING-FIREARMS	10,066.06
	A & A LANGUAGE SERV		COURTS	75.00
169697	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
169698	ACOSTA, JESSE		COURTS	200.00
	ACOSTA, JESSE		COURTS	133.62
	ACOSTA, JESSE		COURTS	133.62
169699	ALEX TREE SERVICE LL	TREE REMOVAL - RETENTION RELEASE	COURTS	133.62
			GENERAL FUND	1,343.20
169700	ALEXANDER PRINTING	ENVELOPES		
			LEGAL-GENL	179.90
169701	ALEY, OLIVIA	INSTRUCTOR PAYMENT		
			RECREATION SERVICES	216.00
169702	ALL BATTERY SALES &	WINDSHIELD WASHER FLUID		
	ALL BATTERY SALES &	MISC. SUPPLIES	SOLID WASTE OPERATIONS	59.08
	ALL BATTERY SALES &	WINDSHIELD WASHER FLUID	EQUIPMENT RENTAL	108.70
169703	ALLMAX SOFTWARE LLC	SUBSCRIPTION	ER&R	177.23
	ALLMAX SOFTWARE LLC		WATER/SEWER OPERATION	-258.50
169704	ARAMARK UNIFORM	LINEN SERVICE	WASTE WATER TREATMENT PLNT	3,008.50
169705	ASTOUND BUSINESS	LEASE/FIBER MAINTENANCE/INTERNET SERVICE	OPERA HOUSE	222.69
	ASTOUND BUSINESS		WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,085.73
169706	BANK OF AMERICA	FILING FEE	CAPITAL EXPENDITURES	23,197.44
			GMA - STREET	246.94
169707	BARK KING	RETAINAGE RELEASE		
			GENERAL FUND	1,456.25
169708	BHC CONSULTANTS	PROFESSIONAL SERVICE		
			SEWER CAPITAL PROJECTS	732.50
169709	BICKFORD FORD	FENDER EXTENSION - J045		
	BICKFORD FORD	AC CUP HOLDER - J045	EQUIPMENT RENTAL	33.96
	BICKFORD FORD	BRAKE PADS/ROTORS/WIPER BLADES	EQUIPMENT RENTAL	85.28
169710	BILLING DOCUMENT SPE	BILL PRINTING	ER&R	811.59
			UTILITY BILLING	2,155.16
169711	BLACKBURN, COURTNEY	PROTEM SERVICE		
			MUNICIPAL COURTS	185.00
169712	BLEACHERS GRILL	SENIOR LUNCH - CATERING		
			RECREATION SERVICES	437.60
169713	BLIVEN, LISA	REFUND - PHOTOGRAPHY		

			PARKS-RECREATION	25.00
169714	BMI	MUSIC LICENSE 2024		
			RECREATION SERVICES	435.00
169715	BOMAR, RICK	INSTRUCTOR PAYMENT		
			RECREATION SERVICES	682.50
169716	BUILDERS EXCHANGE	PRESERVATION PROJECT		
			GENL GVRNMNT SERVICES	102.75
169717	CENTRAL WELDING SUPP	EYEWASH STATION		
			PERSONNEL ADMINISTRATION	45.95
	CENTRAL WELDING SUPP	TANK REFILL - C02		
			WATER/SEWER OPERATION	68.16
	CENTRAL WELDING SUPP	FIRST AID KIT		
			UTIL ADMIN	107.50
	CENTRAL WELDING SUPP	PROTECTION HARNESES		
			STORM DRAINAGE	284.83
	CENTRAL WELDING SUPP	FIRST AID KIT		
			POLICE PATROL	362.92
	CENTRAL WELDING SUPP	PROTECTION HARNESES		
			SEWER LIFT STATION	496.10
	CENTRAL WELDING SUPP	HARD HATS		
			ER&R	631.24
169718	CLEAN CUT TREE & STU	TREE REMOVAL SERVICE		
			ROADSIDE VEGETATION	1,094.00
169719	COMMERCIAL FIRE	FIRE EXTINGUISHERS TAG/SERVICE		
			ER&R	362.51
	COMMERCIAL FIRE	FIRE EXTINGUISHERS		
			ER&R	2,146.53
169720	COOP SUPPLY	MOSS KILLER		
			SEWER LIFT STATION	94.06
	COOP SUPPLY		SEWER LIFT STATION	122.51
169721	COPIERS NORTHWEST	EQUIPMENT COST		
			OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		FINANCE-GENL	25.40
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	52.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	60.31
	COPIERS NORTHWEST		DETENTION & CORRECTION	68.11
	COPIERS NORTHWEST		WASTE WATER TREATMENT PLNT	73.47
	COPIERS NORTHWEST		PROBATION	125.85
	COPIERS NORTHWEST		MUNICIPAL COURTS	147.56
	COPIERS NORTHWEST		WASTE WATER TREATMENT PLNT	164.31
	COPIERS NORTHWEST		POLICE PATROL	203.10
	COPIERS NORTHWEST		PROPERTY TASK FORCE	229.10
	COPIERS NORTHWEST		ENGR-GENL	245.17
	COPIERS NORTHWEST		COMPUTER SERVICES	245.17
	COPIERS NORTHWEST		FINANCE-GENL	245.17
	COPIERS NORTHWEST		GENERAL SERVICES - OVERHEAD	249.81
	COPIERS NORTHWEST		UTIL ADMIN	249.81
	COPIERS NORTHWEST		POLICE INVESTIGATION	261.08
	COPIERS NORTHWEST		RECREATION SERVICES	265.26
	COPIERS NORTHWEST		COMMUNITY DEVELOPMENT-GENI	385.93
	COPIERS NORTHWEST		UTILITY BILLING	385.93
	COPIERS NORTHWEST		UTIL ADMIN	431.65
	COPIERS NORTHWEST		DETENTION & CORRECTION	436.68
	COPIERS NORTHWEST		MUNICIPAL COURTS	640.49
	COPIERS NORTHWEST		UTIL ADMIN	649.91
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	665.64
	COPIERS NORTHWEST		OFFICE OPERATIONS	738.16
	COPIERS NORTHWEST		POLICE PATROL	841.06
	COPIERS NORTHWEST		EXECUTIVE ADMIN	859.56
	COPIERS NORTHWEST		POLICE INVESTIGATION	968.48
	COPIERS NORTHWEST		LEGAL - PROSECUTION	1,059.24
	COPIERS NORTHWEST		RECREATION SERVICES	1,194.68
169722	CORE & MAIN LP	T-10 METER PARTS		
			WATER SERVICE INSTALL	98.46
	CORE & MAIN LP	PROCODER METERS		
			WATER SERVICE INSTALL	4,438.54
169723	CORTEX MANUFACTURING	TWIST/PULL TOOL		
			ROADWAY MAINTENANCE	207.67
169724	COUNTRY GREEN TURF	SOD		
			PARK & RECREATION FAC	679.98
	COUNTRY GREEN TURF		PARK & RECREATION FAC	739.06
169725	CRAWFORD, SHANON	INSTRUCTOR 3RD PAYMENT		
			RECREATION SERVICES	628.42
169726	CTS LANGUAGE LINK	INTERPRETER SERVICE		
			COURTS	10.74
	CTS LANGUAGE LINK		COURTS	131.53
169727	DAILY JOURNAL OF COM	ADVERTISING		
			GENL GVRNMNT SERVICES	661.20
169728	DICKS TOWING	TOWING - P209		
			EQUIPMENT RENTAL	103.38
169729	DK SYSTEMS, INC.	LABOR SERVICE		
			PARK & RECREATION FAC	213.34
	DK SYSTEMS, INC.		UTIL ADMIN	213.34

169730	DK SYSTEMS, INC.		WASTE WATER TREATMENT PLNT	221.54
	DK SYSTEMS, INC.		WASTE WATER TREATMENT PLNT	254.43
	DK SYSTEMS, INC.		GOLF ADMINISTRATION	259.52
	DK SYSTEMS, INC.		WASTE WATER TREATMENT PLNT	359.47
	DK SYSTEMS, INC.		MAINTENANCE	454.25
	DK SYSTEMS, INC.		PARK & RECREATION FAC	506.47
	DK SYSTEMS, INC.		CIVIC CENTER	586.66
	DK SYSTEMS, INC.		RECREATION SERVICES	893.05
	DMH INDUSTRIAL	HEADWORKS BARSCREEN MOTOR		
			WASTE WATER TREATMENT PLNT	736.33
169731	DMH INDUSTRIAL	SUMP PUMP, SEAL FIT, SENSOR		
			STORM DRAINAGE	4,709.22
	DMH INDUSTRIAL	REPLACEMENT AERATOR MOTORS		
			WASTE WATER TREATMENT PLNT	6,778.63
	DOBBS PETERBILT	CREDIT TO INV. 026P54320		
			EQUIPMENT RENTAL	-287.90
	DOBBS PETERBILT	CREDIT TO INV. 026P54872		
			EQUIPMENT RENTAL	-151.57
	DOBBS PETERBILT	ENGINE FRONT COVER, SEALER, GASKET		
			EQUIPMENT RENTAL	18.56
169731	DOBBS PETERBILT	THERMOSTATE RING SEAL - J065		
			EQUIPMENT RENTAL	31.93
	DOBBS PETERBILT	ENGINE FRONT COVER, SEALER, GASKET - J031		
			EQUIPMENT RENTAL	45.89
	DOBBS PETERBILT	THERMOSTATE RING SEAL - J065		
			EQUIPMENT RENTAL	61.02
	DOBBS PETERBILT	WIPER ARM, WINDSHIELD WIPER - J065		
			EQUIPMENT RENTAL	65.30
	DOBBS PETERBILT	OIL PRESSURE SENSOR - J034		
			EQUIPMENT RENTAL	109.38
169731	DOBBS PETERBILT	ENGINE FRONT COVER, SEALER, GASKET - J031		
			EQUIPMENT RENTAL	120.00
	DOBBS PETERBILT	GLOVE BOX BASKET - J072		
			EQUIPMENT RENTAL	220.97
	DOBBS PETERBILT	WIPER ARM, WINDSHIELD WIPER - J065		
			EQUIPMENT RENTAL	229.90
	DOBBS PETERBILT	FRONT MOUNT ISULATOR - J031		
			EQUIPMENT RENTAL	343.87
	DOBBS PETERBILT	SIDE STEEL STEP - J035		
			EQUIPMENT RENTAL	638.55
169732	DOBBS PETERBILT	GASKET, FRONT GEAR COVER - J031		
			EQUIPMENT RENTAL	689.27
	DOBBS PETERBILT	THROTTLE PEDAL SENSOR, BRAKE PULL, VALVE		
		ER&R		901.26
	DOBBS PETERBILT	MISC. PARTS - J031		
			EQUIPMENT RENTAL	2,326.59
	DOBBS PETERBILT	MISC. PARTS - J064		
			EQUIPMENT RENTAL	2,451.72
	DOBBS PETERBILT	MISC. PARTS - J031		
			EQUIPMENT RENTAL	3,359.44
169732	DOBBS PETERBILT	RADIATOR, SHAFT REPLACEMENT - J025		
			EQUIPMENT RENTAL	6,091.35
	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING - MAR 24		
			UTILITY BILLING	883.05
	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING		
			UTILITY BILLING	903.05
	DRIVE PAYMENTS, LLC	ACHPAYMENT PROCESSING		
			UTILITY BILLING	957.20
	169733	DUNLAP INDUSTRIAL	REPLACEMENT DRILLS	
			PARK & RECREATION FAC	505.32
169734	E&E LUMBER	OIL		
			PARK & RECREATION FAC	8.56
	E&E LUMBER	BIT HOLDER, FASTENERS		
			PARK & RECREATION FAC	26.67
	E&E LUMBER	BERM BOARD		
			ROADWAY MAINTENANCE	28.82
	E&E LUMBER	ADAPTERS, BRASS, BRAID FLEX		
			PARK & RECREATION FAC	30.17
	E&E LUMBER	RED LOADS		
			TRANSPORTATION MANAGEMENT	38.57
169735	E&E LUMBER	SIDEWALK REPAIR		
			SIDEWALK MAINTENANCE	70.62
	E&E LUMBER	MISC. SUPPLIES		
			PARK & RECREATION FAC	193.98
	E&E LUMBER	MAINTENANCE SUPPLIES		
			ROADSIDE VEGETATION	362.22
	169735	EAGLE FENCE	FENCE REPAIR	
			PARK & RECREATION FAC	1,203.40
	169736	EAST JORDAN IRON WOR	UNDERWATER VALVE	
			WATER DIST MAINS	293.38
169737	EDGE ANALYTICAL	LAB ANALYSIS		
			WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00

	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	270.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
169738	ELDER, LISA	REFUND - TINY PICASSOS	PARKS-RECREATION	59.00
169739	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	401.14
169740	EMPOWER ANNUITY IN	RETIREMENT EXPENSES	PERSONNEL ADMINISTRATION	300.00
169741	EVERETT HYDRAULICS	HYDRAULIC VALVE ASSY - J031	EQUIPMENT RENTAL	3,131.55
169742	EVERETT MUNICIPAL	BOOKING FEE - COMPTON	GENERAL FUND	2,500.00
169743	EVERETT NJROTC	REFUND - SEAGULL BALL DEPOSIT	GENERAL FUND	250.00
169744	EVERETT TIRE & AUTO	TIRE - J013	EQUIPMENT RENTAL	345.34
169745	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	240,519.54
169746	FIRESTONE	TIRES - J055	EQUIPMENT RENTAL	717.76
169747	GARMIRE IRON WORKS	POLARA EXTENSION	TRANSPORTATION MANAGEMENT	300.85
169748	GIESBRECHT, BRADFORD	INSTRUCTOR PAYMENT	RECREATION SERVICES	450.00
169749	GRAINGER	STORAGE BIN/TOOL BAG	SOURCE OF SUPPLY	34.51
	GRAINGER		SOURCE OF SUPPLY	130.83
	GRAINGER	ELECTROLTE MIX	MAINT OF GENL PLANT	544.68
169750	GRANITE CONST	FENCE PROJECT	SOURCE OF SUPPLY	253.75
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	487.78
	GRANITE CONST	108TH ISLAND REMOVAL JOB	ROADWAY MAINTENANCE	1,815.37
169751	GREENSHIELDS INDS	PRESSURE WASHER NOZZEL	PARK & RECREATION FAC	198.26
169752	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	204.94
169753	HA, ELIZABETH JEAN	INSTRUCTOR SERVICE	RECREATION SERVICES	867.60
169754	HDR ENGINEERING	PROFESSIONAL SRVICE	GMA - STREET	2,135.58
169755	HEADRICK, DAVID	REIMBURSEMENT - EXAM	COMMUNITY DEVELOPMENT-GENI	344.00
169756	HERC RENTALS INC	BOOM STRAIGHT RENTAL	ROADSIDE VEGETATION	1,225.28
169757	HOME DEPOT PRO	BUTANE TORCHES	ER&R	32.42
	HOME DEPOT PRO	PUMP SPRAYERS	SOLID WASTE OPERATIONS	38.04
169758	HOSTYNEK, DENISE	REFUND - HOOPING	PARKS-RECREATION	50.00
169759	ICONIX WATERWORKS	BRASS WATER SERVICE PARTS	WATER/SEWER OPERATION	1,665.78
	ICONIX WATERWORKS		WATER/SEWER OPERATION	3,621.97
	ICONIX WATERWORKS	WATER METER SETTERS	WATER/SEWER OPERATION	5,437.60

	ICONIX WATERWORKS	WATER METER SETTER		
			WATER SERVICES	8,944.89
169760	INTERSTATE BATTERY	BATTERIES		
			ER&R	123.74
	INTERSTATE BATTERY		ER&R	493.60
169761	INTOXIMETERS	TRAFFIC SUPPLIES		
			TRAFFIC UNIT	267.75
169762	JACKSON OMAN,PEGGY	REFUND - INK ART		
			PARKS-RECREATION	15.00
169763	KAMINS CONSTRUCTION	PAY ESTIMATE 5		
			GMA - STREET	116,115.39
169764	KAZEN, ALENA	INSTRUCTOR SERVICE		
			RECREATION SERVICES	132.00
169765	LABOR & INDUSTRIES	L & I 1ST QTR 2024		
			MUNICIPAL COURTS	44.97
	LABOR & INDUSTRIES		RECREATION SERVICES	240.38
	LABOR & INDUSTRIES		POLICE PATROL	753.86
169766	LASTING IMPRESSIONS	SHIRTS, HOODIES POLO SHIRTS		
			ER&R	1,940.41
169767	LES SCHWAB TIRE CTR	CREDIT FOR TRUCK CASING		
			ER&R	-150.00
	LES SCHWAB TIRE CTR	PRESSURE WASHER		
			SMALL ENGINE SHOP	16.40
	LES SCHWAB TIRE CTR	FLAT TIRE SERVICE - J035		
			EQUIPMENT RENTAL	58.29
	LES SCHWAB TIRE CTR	TIRES		
			EQUIPMENT RENTAL	60.04
	LES SCHWAB TIRE CTR	FLAT TIRE SERVICE218		
			EQUIPMENT RENTAL	155.98
	LES SCHWAB TIRE CTR	TIRES		
			ER&R	493.46
	LES SCHWAB TIRE CTR	TIRES - J039		
			EQUIPMENT RENTAL	730.68
	LES SCHWAB TIRE CTR	TIRES		
			ER&R	769.73
	LES SCHWAB TIRE CTR		ER&R	930.06
	LES SCHWAB TIRE CTR		ER&R	986.92
	LES SCHWAB TIRE CTR		ER&R	1,568.99
	LES SCHWAB TIRE CTR		ER&R	1,860.11
	LES SCHWAB TIRE CTR		ER&R	1,860.11
169768	LINC NW	REFUND 2024 Q1 PAYMENT		
			GENERAL FUND	549.08
169769	LOPEZ, LINDA	REFUND - BIRTHDAY PARTY FEE		
			PARKS-RECREATION	115.00
169770	MACDONALD-MILLER FAC	EQUIPMENT RENTAL		
			CIVIC CENTER	4,178.29
169771	MARYSVILLE FIRE	EMERGENCY AID SERVICE		
			FIRE-EMS	3,761.47
169772	MATTIX, SAMUEL	INTERPRETER SERVICE		
			COURTS	260.00
169773	MC CLURE & SONS INC	PAY ESTIMATE 22		
			SURFACE WATER CAPITAL PROJE	62,530.75
	MC CLURE & SONS INC	PAY ESTIMATE 13		
			SEWER CAPITAL PROJECTS	560,469.81
169774	MCKEE, CASSIE	REFUND - BALLET		
			PARKS-RECREATION	36.00
	MCKEE, CASSIE		PARKS-RECREATION	60.00
169775	MCLOUGHLIN & EARDLEY	SPOTLIGHT ASSY		
			ER&R	815.23
169776	MISTAL-MANER, MEGAN	REIMBURSEMENT - SUPPLIES		
			DETENTION & CORRECTION	19.62
169777	NAPA AUTO PARTS	AIR, OIL, FUEL FILTER		
			EQUIPMENT RENTAL	2.91
	NAPA AUTO PARTS	RADIATOR CAP - H015		
			EQUIPMENT RENTAL	7.41
	NAPA AUTO PARTS	WIPER BLADE - A006		
			EQUIPMENT RENTAL	13.42
	NAPA AUTO PARTS	OIL FILTER		
			ER&R	39.53
	NAPA AUTO PARTS	TRANSFILTER KIT - V052		
			EQUIPMENT RENTAL	40.99
	NAPA AUTO PARTS	AC COMPRESSOR BELT, ALTERNATOR BELT - H013		
			EQUIPMENT RENTAL	41.20
	NAPA AUTO PARTS	TRANSFILTER KIT - V052		
			EQUIPMENT RENTAL	46.05
	NAPA AUTO PARTS	AIR, OIL, FUEL FILTER - W015		
			EQUIPMENT RENTAL	56.32
	NAPA AUTO PARTS	AIR, OIL, FUEL FILTER		
			SMALL ENGINE SHOP	60.31
	NAPA AUTO PARTS		SMALL ENGINE SHOP	86.17
	NAPA AUTO PARTS	FRONT BRAKE ROTOR, PAD SET, WHEEL SEAL - V008		
			EQUIPMENT RENTAL	226.36
	NAPA AUTO PARTS	REAR BRAKE PAD, ROTOR - P202		
			EQUIPMENT RENTAL	236.19

	NAPA AUTO PARTS	DEF FLUID	ROADSIDE VEGETATION	284.22
	NAPA AUTO PARTS	AIR/FUEL/OIL FILTERS, BACKUP ALARM	ER&R	1,284.70
169778	NAVIA BENEFIT	PARTICIAPANT FEE	PERSONNEL ADMINISTRATION	231.40
169779	NC MACHINERY	HYDRAULIC OIL COOLER FAN ASSEMBLY	EQUIPMENT RENTAL	756.83
169780	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	259.00
169781	NCSI	PESTICIDE APLICATION	PERSONNEL ADMINISTRATION	481.00
	NELSON'S NOXIOUS		PARK & RECREATION FAC	675.44
169782	NORTHWESTERN AUTO	DAMAGE REPAIR - V060	EQUIPMENT RENTAL	17,214.62
169783	NORTHWESTERN AUTO	DAMAGE REPAIR - P192	EQUIPMENT RENTAL	25,752.13
	ODP BUSINESS Solutio	OFFICE SUPPLIES	UTILITY BILLING	57.29
169784	ODP BUSINESS Solutio	RECONVEYANCE FEE	UTILITY BILLING	78.05
	ODP BUSINESS Solutio		UTILITY BILLING	78.60
169785	OLD REPUBLIC TITLE	CREDIT FOR INV. 2843-206735	GMA - STREET	396.00
	OREILLY AUTO PARTS		EQUIPMENT RENTAL	-198.82
	OREILLY AUTO PARTS	TURN SIGNAL - 433	EQUIPMENT RENTAL	3.80
	OREILLY AUTO PARTS	OIL FILTER - W016	EQUIPMENT RENTAL	7.26
	OREILLY AUTO PARTS	BRAKE LIGHT SWITCH - V018	EQUIPMENT RENTAL	9.54
	OREILLY AUTO PARTS	WATER PUMP, GASKET SET - 212	EQUIPMENT RENTAL	38.72
	OREILLY AUTO PARTS	GASKET SET, WATER PUMP - 212	EQUIPMENT RENTAL	55.64
	OREILLY AUTO PARTS	RADIATOR HOSE - J021	EQUIPMENT RENTAL	63.04
	OREILLY AUTO PARTS		EQUIPMENT RENTAL	67.84
	OREILLY AUTO PARTS	BRAKE PARTS/LOWER BALL JOINT	EQUIPMENT RENTAL	95.94
	OREILLY AUTO PARTS	SERPENTINE BELT, PARTS - 212	EQUIPMENT RENTAL	137.81
	OREILLY AUTO PARTS	BRAKE PAD/ROTOR SET	EQUIPMENT RENTAL	142.21
	OREILLY AUTO PARTS	SERPENTINE BELT - V008	EQUIPMENT RENTAL	142.24
	OREILLY AUTO PARTS	BRAKE PAD/ROTOR SET - V065	EQUIPMENT RENTAL	164.09
	OREILLY AUTO PARTS	BRAKE PAD/ROTOR, SERPENTINE BELT - V052	EQUIPMENT RENTAL	186.34
	OREILLY AUTO PARTS	IGNITION SET, SPARK PLUG, GASKET SET - A006	EQUIPMENT RENTAL	198.82
	OREILLY AUTO PARTS	FRONT/REAR BRAKE PADS/ROTOR SET	EQUIPMENT RENTAL	327.26
	OREILLY AUTO PARTS	ROTOR/BRAKE PAD SET	EQUIPMENT RENTAL	332.92
	OREILLY AUTO PARTS	BRAKE PARTS/ LOWER BALL JOINT - 237	EQUIPMENT RENTAL	385.51
169786	PACIFIC TOPSOILS	DUMP CLEAN GREEN	PARK & RECREATION FAC	49.40
	PACIFIC TOPSOILS	TOPSOIL	PARK & RECREATION FAC	55.94
	PACIFIC TOPSOILS	DUMP SANDY LOAM/DRY	PARK & RECREATION FAC	56.75
	PACIFIC TOPSOILS	BRUSH DUMP	ROADSIDE VEGETATION	148.20
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	197.60
169787	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,265.50
169788	PALAMERICAN SECURITY	REIMBURSEMENT - GOLF	MUNICIPAL COURTS	3,796.50
	PGC INTERBAY LLC		MAINTENANCE	33.16
	PGC INTERBAY LLC		PRO-SHOP	171.70
	PGC INTERBAY LLC		PRO-SHOP	635.68
	PGC INTERBAY LLC		MAINTENANCE	673.38
	PGC INTERBAY LLC		MAINTENANCE	794.85
	PGC INTERBAY LLC		PRO-SHOP	1,380.00
	PGC INTERBAY LLC		MAINTENANCE	1,394.12
	PGC INTERBAY LLC		MAINTENANCE	1,602.48
	PGC INTERBAY LLC		MAINTENANCE	2,169.66
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	11,641.53
	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF COURSE	12,388.06

	PGC INTERBAY LLC		MAINTENANCE	13,289.34
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF		
			MAINTENANCE	16,427.72
169789	PHAM, JOSEPH	INTERPRETER SERVICE		
			COURTS	155.46
169790	PITCH PERFECT ACADEM	INSTRUCTOR PAYMENT		
			RECREATION SERVICES	4,365.00
169791	PLATT ELECTRIC	WIRE		
			GMA-PARKS	10.13
	PLATT ELECTRIC	HOOKUP SUPPLIES		
			GMA-PARKS	357.72
	PLATT ELECTRIC	WIRE		
			GMA-PARKS	506.68
	PLATT ELECTRIC	FACILITIES TOOLS		
			FACILITY MAINTENANCE	1,699.51
169792	POTTERY NOOK, THE	INSTRUCTOR PAYMENT		
			RECREATION SERVICES	72.00
169793	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEE		
			PERSONNEL ADMINISTRATION	127.00
	PUBLIC SAFETY TESTIN		PERSONNEL ADMINISTRATION	908.00
169794	PUD	DEERING WILDFLOWER 4/1 TO 4/8/24		
			PARK & RECREATION FAC	43.92
169795	PUD	ACCT #202461026		
			MAINT OF GENL PLANT	27.35
	PUD	ACCT #223919549		
			STREET LIGHTING	41.22
	PUD	ACCT #202794657		
			TRANSPORTATION MANAGEMENT	47.93
	PUD	ACCT #202524690		
			PUMPING PLANT	50.79
	PUD	ACCT #223764663		
			SEWER LIFT STATION	57.84
	PUD	ACCT #223945742		
			TRAFFIC CONTROL DEVICES	58.77
	PUD	ACCT #203199732		
			TRANSPORTATION MANAGEMENT	58.94
	PUD	ACCT #202288585		
			TRANSPORTATION MANAGEMENT	59.75
	PUD	ACCT #202368544		
			TRANSPORTATION MANAGEMENT	61.16
	PUD	ACCT #202175956		
			TRAFFIC CONTROL DEVICES	67.19
	PUD	ACCT #223514563		
			TRANSPORTATION MANAGEMENT	69.31
	PUD	ACCT #223735101		
			STREET LIGHTING	69.38
	PUD	ACCT #223154923		
			STREET LIGHTING	74.86
	PUD	ACCT # 222772634		
			TRANSPORTATION MANAGEMENT	87.57
	PUD	ACCT #202368551		
			PARK & RECREATION FAC	93.01
	PUD	ACCT #205237738		
			TRAFFIC CONTROL DEVICES	112.02
	PUD	ACCT #205239270		
			TRAFFIC CONTROL DEVICES	128.28
	PUD	ACCT #222025900		
			PUMPING PLANT	146.33
	PUD	ACCT #202000329		
			PARK & RECREATION FAC	151.69
	PUD	ACCT #205419765		
			PUBLIC SAFETY BLDG	180.75
	PUD	ACCT #201247699		
			STREET LIGHTING	234.94
	PUD	ACCT #204821227		
			TRAFFIC CONTROL DEVICES	243.21
	PUD	ACCT #202426482		
			PUBLIC SAFETY BLDG	308.39
	PUD	ACCT #201021698		
			PARK & RECREATION FAC	397.88
	PUD	ACCT #201021607		
			PARK & RECREATION FAC	400.44
	PUD	ACCT #220824148		
			WASTE WATER TREATMENT PLNT	427.96
	PUD	ACCT #200824548		
			MAINT OF GENL PLANT	1,060.67
	PUD	ACCT #221320088		
			SUNNYSIDE FILTRATION PLANT	2,987.73
169796	REDWOOD TOXICOLOGY	UA TESTING		
			PROBATION	50.00
169797	REECE TRUCKING	DUMP CLEAN CONCRETE		
			ROADWAY MAINTENANCE	219.52
169798	ROBERTSON, JUDY	AXON CONFERENCE		
			POLICE ADMINISTRATION	315.00

169799	ROMTEC	PAY ESTIMATE/RETAINAGE 4		
	ROMTEC		GMA-PARKS	-2,250.00
169800	SCHNEIDER, P DIANE	INTERPRETER SERVICE	GMA-PARKS	49,230.00
			COURTS	146.75
169801	SECURITY SOLUTIONS	SECURITY TESTING		
			CIVIC CENTER	10,035.14
169802	SHERWIN WILLIAMS	1094 CEDAR FIRE ADMIN		
			FIRE ADMIN	180.91
169803	SISKUN POWER EQUIPME	ENGINE OIL		
			ER&R	683.67
169804	SIX ROBBLEES INC	MISC. SUPPLIES		
			EQUIPMENT RENTAL	649.61
169805	SNO CO PUBLIC WORKS	SOLIDWASTE/STREET SWEEPING DISPOSAL		
			ROADSIDE VEGETATION	492.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	221,878.00
169806	SNYDER, CANON	DJ SERVICE		
			RECREATION SERVICES	1,200.00
169807	SOUND PUBLISHING	CITY ORDINANCES 3305 & 3306		
			CITY CLERK	46.56
	SOUND PUBLISHING	FINAL ACTION - NOTICE OF PLANNED		
			GMA - STREET	942.80
169808	SOUND PUBLISHING	LEGAL ADS		
			COMMUNITY DEVELOPMENT-GENI	458.60
169809	SPRAGUE PEST Solutio	RODENT EXTERIOR SERVICE		
			SOLID WASTE OPERATIONS	76.58
	SPRAGUE PEST Solutio		MAINT OF GENL PLANT	76.58
169810	SPRINGBROOK NURSERY	TOPSOIL		
			TRAFFIC CONTROL DEVICES	36.01
169811	STONEWAY ELECTRIC	SEAL LEAK, HEADWORK LIGHT		
			SEWER LIFT STATION	78.31
	STONEWAY ELECTRIC	SEAL LEAK, HEADWORK LIGHTS		
			SEWER LIFT STATION	1,015.68
169812	STRAWBERRY LANES	INSTRUCTOR PAYMENT		
			RECREATION SERVICES	728.00
169813	SUPERIOR RESTROOMS	SERVICE ON #19617 & 19618		
			ROADSIDE VEGETATION	142.22
169814	TOVAR, CAROLE	TEMPORARY CONSTRUCTION EASEMENT		
			GMA - STREET	2,200.00
169815	TRANSPO GROUP	PROFESSIONAL SERVICE		
			GMA - STREET	1,994.26
169816	TREVINO, SHARON	UTILITY TAX REBATE - 2024		
			NON-DEPARTMENTAL	76.09
169817	UNITED RENTALS	CONTAINER RENTAL - PV4180219		
			PARK & RECREATION FAC	138.31
169818	US BANK	REFUND - BUSINESS LICENSE		
			GENL FUND BUS LIC & PERMITS	65.00
169819	WASTE MANAGEMENT	YARD/RECYCLING SERVICE - JAN 24		
			RECYCLING OPERATION	496,506.96
	WASTE MANAGEMENT	YARD/RECYCLING SERVICE - FEB 24		
			RECYCLING OPERATION	498,709.64
169820	WET RABBIT EXPRESS	CAR WASHES - PW		
			EQUIPMENT RENTAL	14.41
169821	WETLAND RESOURCES	STUDY - CRITICAL AREA		
			GMA-PARKS	1,500.00
169822	WHISTLE WORKWEAR	UNIFORM - BRYANT		
			UTIL ADMIN	181.30
169823	WILBUR-ELLIS	HERBICIDE		
			ROADSIDE VEGETATION	3,919.80
169824	ZIPLY FIBER	ACCT #3606589493		
			POLICE INVESTIGATION	40.39
	ZIPLY FIBER		RECREATION SERVICES	40.39
	ZIPLY FIBER	ACCT #4253357893		
			SUNNYSIDE FILTRATION PLANT	125.78
	ZIPLY FIBER		SUNNYSIDE FILTRATION PLANT	136.26
169825	ZIPLY FIBER	LOCAL/LD PHONE SERVICE		
			YOUTH SERVICES	10.28
	ZIPLY FIBER		CRIME PREVENTION	10.28
	ZIPLY FIBER		PROPERTY TASK FORCE	10.28
	ZIPLY FIBER		STORM DRAINAGE	10.28
	ZIPLY FIBER		PURCHASING/CENTRAL STORES	10.28
	ZIPLY FIBER		SOLID WASTE CUSTOMER EXP	20.56
	ZIPLY FIBER		FACILITY MAINTENANCE	20.56
	ZIPLY FIBER		PARK & RECREATION FAC	30.85
	ZIPLY FIBER		CITY CLERK	30.85
	ZIPLY FIBER		LEGAL-GENL	30.85
	ZIPLY FIBER		WATER QUAL TREATMENT	30.85
	ZIPLY FIBER		GIS SERVICES IS	30.85
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	41.13
	ZIPLY FIBER		GENERAL SERVICES - OVERHEAD	41.13
	ZIPLY FIBER		LEGAL - PROSECUTION	61.69
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	61.69
	ZIPLY FIBER		EQUIPMENT RENTAL	61.69

	ZIPLY FIBER		FINANCE-GENL	92.54
	ZIPLY FIBER		RECREATION SERVICES	92.54
	ZIPLY FIBER		UTILITY BILLING	92.54
	ZIPLY FIBER		COMPUTER SERVICES	102.81
	ZIPLY FIBER		POLICE INVESTIGATION	113.10
	ZIPLY FIBER		UTIL ADMIN	123.38
	ZIPLY FIBER		MUNICIPAL COURTS	133.66
	ZIPLY FIBER		EXECUTIVE ADMIN	133.66
	ZIPLY FIBER		POLICE ADMINISTRATION	133.66
	ZIPLY FIBER		OFFICE OPERATIONS	133.66
	ZIPLY FIBER		WASTE WATER TREATMENT PLNT	133.66
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-GENI	185.07
	ZIPLY FIBER		DETENTION & CORRECTION	257.04
	ZIPLY FIBER		ENGR-GENL	267.33
	ZIPLY FIBER		POLICE PATROL	586.06
169826	POSTAL SERVICE	POSTAGE FOR CITY NEWSLETTER	NON-DEPARTMENTAL	5,700.00
	US BANK	ELECTRONIC PCARD		133.57
	US BANK	ELECTRONIC PCARD		6,694.45
	US BANK	ELECTRONIC PCARD		8,042.86
	US BANK	ELECTRONIC PCARD		291.34
	US BANK	ELECTRONIC PCARD		24.07
	US BANK	ELECTRONIC PCARD		862.20
	US BANK	ELECTRONIC PCARD		1,163.61
	US BANK	ELECTRONIC PCARD		405.88
	US BANK	ELECTRONIC PCARD		1,544.94
	US BANK	ELECTRONIC PCARD		3,871.36
	US BANK	ELECTRONIC PCARD		18.15
	US BANK	ELECTRONIC PCARD		40.00
	US BANK	ELECTRONIC PCARD		248.79
	US BANK	ELECTRONIC PCARD		248.05
	US BANK	ELECTRONIC PCARD		2,009.66
	US BANK	ELECTRONIC PCARD		480.00
	US BANK	ELECTRONIC PCARD		249.00

WARRANT TOTAL: 2,678,833.30

WARRANT TOTAL: 2,678,833.30



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 1, 2024 Claims in the Amount of \$2,049,913.00 Paid by EFT Transactions and Check Numbers 169827 through 169964.*

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[050124.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/30/2024 TO 5/1/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
169827	BENEFIT COORDINATORS	MAY 2024 DTN/ADMIN/VISION/MED PREMIUM	MEDICAL CLAIMS	189,363.47
169828	LICENSING, DEPT OF	DRIVING ABSTRACT - BAKKO	PERSONNEL ADMINISTRATION	15.00
169829	LICENSING, DEPT OF	DRIVING ABSTRACT - MORTON	PERSONNEL ADMINISTRATION	15.00
169830	LICENSING, DEPT OF	DRIVING ABSTRACT - GALLOWAY	PERSONNEL ADMINISTRATION	15.00
169831	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 04/07/24-04/13/24	MEDICAL CLAIMS	46,195.40
169832	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 04/01/24-04/06/24	MEDICAL CLAIMS	153,403.93
169833	REVENUE, DEPT OF	1ST QTR LEASEHOLD TAX 2024	GENERAL FUND	539.28
	REVENUE, DEPT OF		GOLF COURSE	937.86
169834	FIRST AMERICAN TITLE	CLOSING FUNDS FOR PARTIAL ACQUISITION OF 4116-8TH STREET		27,158.06
169835	FIRST AMERICAN TITLE	CLOSING FUNDS FOR PARTIAL ACQUISITION OF 5021-8TH STREET		14,216.10
169836	911 SUPPLY INC.	GOEDEN UNIFORMS	DETENTION & CORRECTION	16.53
	911 SUPPLY INC.	WILKINS UNIFORMS	DETENTION & CORRECTION	23.26
	911 SUPPLY INC.	GOEDEN UNIFORMS	DETENTION & CORRECTION	27.91
	911 SUPPLY INC.	KAUR UNIFORMS	POLICE PATROL	50.33
	911 SUPPLY INC.	BURNETT UNIFORMS	POLICE PATROL	56.08
	911 SUPPLY INC.	WALTERS UNIFORM	POLICE PATROL	59.08
	911 SUPPLY INC.	GOEDEN UNIFORMS	DETENTION & CORRECTION	94.65
	911 SUPPLY INC.	UNIFORM CHEVRONS	POLICE PATROL	109.46
	911 SUPPLY INC.	MAKE A WISH UNIFORM SHIRT	POLICE ADMINISTRATION	136.74
	911 SUPPLY INC.	CADETS UNIFORMS	POLICE PATROL	193.63
	911 SUPPLY INC.	ENSLEY UNIFORMS	DETENTION & CORRECTION	225.93
	911 SUPPLY INC.	UNIFORM CHEVRONS	DETENTION & CORRECTION	236.38
	911 SUPPLY INC.	EARPIECES	POLICE PATROL	350.81
	911 SUPPLY INC.	FARLEY UNIFORMS	PRO ACT TEAM	478.35
	911 SUPPLY INC.	HATS	POLICE PATROL	541.10
	911 SUPPLY INC.	BOGGS UNIFORM	PRO ACT TEAM	561.43
	911 SUPPLY INC.	EAR CUFF	POLICE PATROL	841.13
	911 SUPPLY INC.	KAUR UNIFORMS	POLICE PATROL	1,959.36
	911 SUPPLY INC.	MARAMED UNIFORMS	DETENTION & CORRECTION	1,959.36
	911 SUPPLY INC.	MUSTAIN UNIFORMS	POLICE PATROL	1,959.36
	911 SUPPLY INC.	STRICKLAND UNIFORMS	DETENTION & CORRECTION	1,959.36
169837	AED INSTITUTE OF AMER	SET OF TRAINING AED PADS FOR FIRST AID CLASS	PERSONNEL ADMINISTRATION	167.38
169838	AH4R PROPERTIES LLC	UTILITY REFUND 4918 104TH PL NE	GARBAGE	150.94
169839	AH4R PROPERTIES LLC		WATER/SEWER OPERATION	233.28
169840	ALEXANDER PRINTING	PRINT SERVICES	POLICE INVESTIGATION	117.30
	ALEXANDER PRINTING	NCO HEARING NOTICES	MUNICIPAL COURTS	188.52
	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	213.32
	ALEXANDER PRINTING		POLICE PATROL	633.72
	ALEXANDER PRINTING		POLICE PATROL	1,041.27
169841	AMH DEVELOPMENT, LLC	RECOVERY CONTRACT #305 SEWER	WATER-UTILITIES/ENVIRONMN	-100.00
	AMH DEVELOPMENT, LLC		WATER/SEWER OPERATION	89,035.50
169842	ARAMARK UNIFORM	CUSTODIAL SUPPLIES	CIVIC CENTER	14.24
	ARAMARK UNIFORM		CIVIC CENTER	14.24
	ARAMARK UNIFORM		CIVIC CENTER	21.00
	ARAMARK UNIFORM	LINEN SERVICE	EQUIPMENT RENTAL	38.71
	ARAMARK UNIFORM		EQUIPMENT RENTAL	50.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.06
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.71
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.71
	ARAMARK UNIFORM		EQUIPMENT RENTAL	61.87
	ARAMARK UNIFORM	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	136.30
	ARAMARK UNIFORM		CUSTODIAL SERVICES	149.02
	ARAMARK UNIFORM		CUSTODIAL SERVICES	149.02
	ARAMARK UNIFORM	LINEN SERVICE AT OPERA HOUSE	OPERA HOUSE	222.69
169843	ARG INDUSTRIAL	J031 - AIR FITTING	EQUIPMENT RENTAL	26.75

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/30/2024 TO 5/1/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	ARG INDUSTRIAL	SWEEPER PARTS	STREET CLEANING	202.61
169844	BEYER, NANCY SUE	UTILITY REFUND	WATER/SEWER OPERATION	165.53
169845	BICKFORD FORD	CREDIT MEMO TO ORIGIONAL INV 1270110	EQUIPMENT RENTAL	-328.20
	BICKFORD FORD	P201- IGNITION CYLINDER HOUSING/SWITCH	EQUIPMENT RENTAL	86.75
	BICKFORD FORD	P198-MOTORCRAFT SPARK PLUGS, IGNITION COIL CASE	EQUIPMENT RENTAL	93.21
	BICKFORD FORD	P182-DOWNSTREAM OXYGEN SENSOR	EQUIPMENT RENTAL	112.24
	BICKFORD FORD	P198-MOTORCRAFT SPARK PLUGS, IGNITION COIL CASE	EQUIPMENT RENTAL	236.05
	BICKFORD FORD	237 - COOLANT HOSE, FAN, CLUTCH, SERPENTINE BELT	EQUIPMENT RENTAL	297.84
	BICKFORD FORD	P164-MISC PARTS	EQUIPMENT RENTAL	403.03
	BICKFORD FORD	J039-MOTORCRAFT AM/FM RADIO	EQUIPMENT RENTAL	618.11
169846	BIO CLEAN, INC	DECON IN JAIL	DETENTION & CORRECTION	492.30
169847	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	137.84
169848	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	183.75
169849	BOTESCH, NASH & HALL	POLICE EVIDENCE ROOM	CAPITAL EXPENDITURES	8,832.50
169850	BRIM TRACTOR	HO04- MISC GASKETS	EQUIPMENT RENTAL	546.35
169851	BROWNS PLUMBING	POOL POLE 8/16	SUNNYSIDE FILTRATION	75.38
169852	BURTIS, MICHAEL	WSHNA ANNUAL CONFERENCE	DETENTION & CORRECTION	223.00
169853	CETINA, MARTHA	REFUND - FOLDED STYLE BOOKS	PARKS-RECREATION	60.00
169854	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-14.56
	CHARM-TEX, INC.		DETENTION & CORRECTION	169.46
169855	COOP SUPPLY	P2201 STRAWBERRY FIELD GRASS SEED	PARK & RECREATION FAC	187.59
169856	CORRECTIONS, DEPT OF	INMATE PAY STREETS/PARKS	WATER RESERVOIRS	86.52
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	188.85
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	288.21
169857	COSTLESS SENIOR SRVC	INMATE SUPPLIES	DETENTION & CORRECTION	676.85
169858	CREATIVE PRODUCT SOU	GIVE AWAYS	GENERAL FUND	-112.77
	CREATIVE PRODUCT SOU		GENERAL FUND	-39.21
	CREATIVE PRODUCT SOU		GENERAL FUND	-33.92
	CREATIVE PRODUCT SOU		CRIME PREVENTION	394.87
	CREATIVE PRODUCT SOU		CRIME PREVENTION	456.38
	CREATIVE PRODUCT SOU		CRIME PREVENTION	1,312.50
169859	CRYSTAL SPRINGS	WATER SERVICE	POLICE ADMINISTRATION	52.03
	CRYSTAL SPRINGS		DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE PATROL	100.00
169860	DEPENDABLE CONTRACTI	58TH AVE ADA	SIDEWALK MAINTENANCE	10,294.05
169861	DICKS TOWING	TOWING 24-17198	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-17597	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-18208	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-18545	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-19694	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-20041	POLICE PATROL	77.54
	DICKS TOWING	TOWING CHW0226	POLICE PATROL	90.51
	DICKS TOWING	TOWING 24-18036	POLICE PATROL	103.38
	DICKS TOWING	TOWING 24-19724	POLICE PATROL	155.08
169862	DILLS, MICHELLE	UTILITY REFUND	WATER/SEWER OPERATION	200.64
169863	DOBBS PETERBILT	J024 - PEDAL/SENSOR ASSEMBLY	EQUIPMENT RENTAL	1,245.72
169864	E&E LUMBER	KEYS-MESH HOUSE	CIVIC CENTER	6.32
	E&E LUMBER	3 PK HINGE	WATER SUPPLY MAINS	18.22
	E&E LUMBER	CONDUIT & CONNECTORS	FIRE ADMIN	21.68
	E&E LUMBER	BREAKWAY, PUTTY, NAILS	FIRE ADMIN	23.96
	E&E LUMBER	MISC SUPPLIES	FIRE ADMIN	40.05
	E&E LUMBER	MASKING PAPER BROWN 8-DAY GREEN	FIRE ADMIN	62.64

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/30/2024 TO 5/1/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
169864	E&E LUMBER	SUPPLIES	POLICE PATROL	73.90
	E&E LUMBER	HYDE SNAP OFF KNIFE	FIRE ADMIN	264.09
	E&E LUMBER	BOX CONNECTOR	FIRE ADMIN	273.12
	E&E LUMBER	559 MISC CHALK, PENCIL, BOARD	EQUIPMENT RENTAL	724.10
169865	ELEVATE YOGA LLC	1 HR YOGA INSTRUCTION	POLICE ADMINISTRATION	125.00
169866	EMPLOYMENT SECURITY	Q1/2024 EMPLOYMENT SECURITY BENEFIT CHARGE	EMPLOYEE BENEFIT	964.85
169867	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	41.40
	EVERETT, CITY OF		WATER QUAL TREATMENT	148.50
	EVERETT, CITY OF	ANIMAL HOUSING	COMMUNITY SERVICES UNIT	4,425.00
169868	EVIDENT, INC.	SUPPLIES	GENERAL FUND	-7.02
	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-6.03
	EVIDENT, INC.		POLICE PATROL	70.20
	EVIDENT, INC.	SUPPLIES	POLICE PATROL	81.75
169869	FASTENAL COMPANY	MANHOLE BOLTS - INVENTORY USE	ROADWAY MAINTENANCE	499.74
169870	FERGUSON ENTERPRISES	8 OZ FOOD ANTI SEIZE BRUSH TOP	HYDRANTS	550.55
	FERGUSON ENTERPRISES	CHLORINE TABLETS 140PK	WATER DIST MAINS	993.93
169871	FIRSTTWO, INC.	SEARCH TOOL	POLICE PATROL	5,251.20
169872	FULLER, KEVIN	REIMBURSEMENT GREEN RIVER COLLEGE	WATER FILTRATION PLANT	191.00
169873	GENERAL PACIFIC, INC	DRONE REPLACEMENT AND REPAIRS	POLICE PATROL	2,286.46
169874	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GMA - STREET	969.40
169875	GESSNER, KEVIN	REIMBURSEMENT TRAINING	WATER DIST MAINS	156.00
169876	GLASS FIX LLC	P201 - WINDSHIELD REPLACEMENT	EQUIPMENT RENTAL	511.99
169877	GRANITE CONST	ASPHALT MIX	WATER DIST MAINS	144.89
	GRANITE CONST		WATER DIST MAINS	222.97
169878	GRAY AND OSBORNE	CASCADE SHOULTES ELEM 03/24/24-04/20/24	SURFACE WATER CAPITAL	1,471.90
169879	GREENSHIELDS INDS	CC15 - MISC HOSE & TUBE	EQUIPMENT RENTAL	195.27
169880	HAFENSCHER, LISA	RETURN RENTAL DEPOSIT	GENERAL FUND	500.00
169881	HANSEN, MIKE J	UTILITY REFUND	WATER/SEWER OPERATION	108.02
169882	HD FOWLER COMPANY	IRRIGATION SUPPLIES FOR COMEFORD REPAIRS	GMA-PARKS	109.69
	HD FOWLER COMPANY	GARLOCK & RED RUBBER	PUMPING PLANT	147.02
	HD FOWLER COMPANY	POP UP SPRAY HEAD	GMA-PARKS	273.29
	HD FOWLER COMPANY	QUICK JOINT NO-LEAD & METER THREAD ADAPTER	WATER SERVICES	545.52
	HD FOWLER COMPANY	MISC COUPLINGS	WATER SERVICES	1,074.31
	HD FOWLER COMPANY	NO LEAD ADAPTER & MISC COUPLING	WATER SERVICES	1,467.72
169883	HOME DEPOT PRO	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	1,055.45
169884	HP WASHINGTON I LLC	UTILITY REFUND 4711 80TH DR NE	WATER/SEWER OPERATION	224.95
169885	INTERSTATE BATTERY	INVENTORY - 3 X IBS BATTERIES	ER&R	493.60
169886	JAMIE JEFFERSON LMP	QUARTERLY CHAIR MASSAGES	POLICE ADMINISTRATION	300.00
169887	JULZ ANIMAL HOUZ	K9 FOOD	K9 PROGRAM	30.18
	JULZ ANIMAL HOUZ		K9 PROGRAM	30.78
169888	KAZEN, ALENA	INSTRUCTOR PAYMENT	RECREATION SERVICES	42.00
169889	KBHPNW LLC	UTILITY REFUND 4915 88TH DR NE	WATER/SEWER OPERATION	50.86
169890	KBHPNW LLC	UTILITY REFUND 4919 88TH DR NE	WATER/SEWER OPERATION	58.13
169891	KBHPNW LLC	UTILITY REFUND 4857 87TH AVE NE	WATER/SEWER OPERATION	54.76
169892	KBHPNW LLC	UTILITY REFUND 4840 88TH DR NE	WATER/SEWER OPERATION	445.12
169893	KENDALL CHEVROLET	S005 - TIRE PRESSURE SENSOR	EQUIPMENT RENTAL	451.15
	KENDALL CHEVROLET	P158 - IGNITION COIL, SPARK PLUG, PLUG WIRE SET	EQUIPMENT RENTAL	1,349.20
169894	KITSAP TRACTOR	W015 - FUEL HAUGE SENDING UNIT	EQUIPMENT RENTAL	81.41
	KITSAP TRACTOR	KUBOTA TIRES AND WHEELS	PARK & RECREATION FAC	926.01
169895	KUSTOM SIGNALS INC	RADARS	TRAFFIC UNIT	11,252.05
169896	LABCONCO CORPORATION	EVIDENCE SUPPLIES	POLICE PATROL	319.44
169897	LES SCHWAB TIRE CTR	J031 - REPAIR FLAT TIRE STEER AXLE TIRE	EQUIPMENT RENTAL	62.99
	LES SCHWAB TIRE CTR	J042 - RPAIR FLAT TIRES	EQUIPMENT RENTAL	62.99
	LES SCHWAB TIRE CTR	H012 - REPAIR RIGHT FLAT TIRE	EQUIPMENT RENTAL	72.83
	LES SCHWAB TIRE CTR	H020 - BRIDGESTONE AXLE TIRE 1X	EQUIPMENT RENTAL	880.17

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/30/2024 TO 5/1/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
169898	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	206.10
169899	MACLEOD RECKORD, PLLC	MARYSVILLE - LAKE STEVENS TRAIL CONNECTION	GMA-PARKS	13,727.58
169900	MARYSVILLE AWARDS	MCSHANE AWARD	POLICE INVESTIGATION	170.23
	MARYSVILLE AWARDS	GOLF AWARDS	POLICE PATROL	844.44
169901	MARYSVILLE SCHOOL	FACILITY RENTAL - MARSHALL ELEM	RECREATION SERVICES	3.50
	MARYSVILLE SCHOOL	FACILITY RENTAL - GROVE	RECREATION SERVICES	7.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - ALLEN CREEK	RECREATION SERVICES	173.25
	MARYSVILLE SCHOOL	FACILITY RENTAL - KELLOGG MARSH	RECREATION SERVICES	192.50
	MARYSVILLE SCHOOL	FACILITY RENTAL - CEDARCREST MS	RECREATION SERVICES	240.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - ALLEN CREEK	RECREATION SERVICES	303.50
	MARYSVILLE SCHOOL	FACILITY RENTAL - QUILCEDA TULALIP	RECREATION SERVICES	328.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - TOTEM MS	RECREATION SERVICES	400.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - MMS	RECREATION SERVICES	411.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - CEDARCREST MS	RECREATION SERVICES	437.00
169902	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	65.09
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	128.68
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	151.08
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	169.01
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	306.71
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	309.51
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,813.18
169903	MCCARTHY HOME REMOD	ESTIMATING FEE FOR FIRE ADMIN BLDG	FACILITY MAINTENANCE	410.25
169904	MCDONALD, KEVIN D	HEARING EXAMINER - PA24-001	COMMUNITY	750.25
169905	MILES FAMILY SERVICE	REFUND: GENERAL BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
169906	MIRANDA, REBECCA	REFUND: WEDDING DEPOSIT	GENERAL FUND	250.00
169907	MOTOR TRUCKS	H002 - LIFT PUMP FUEL TUBE	EQUIPMENT RENTAL	84.55
	MOTOR TRUCKS	J068 - DISC BRAKE TORQUE ADAPTER	EQUIPMENT RENTAL	664.10
169908	MOTTE, SUSAN	REFUND: PICKLEBALL ADVANCED	PARKS-RECREATION	65.00
169909	MUNIAID, LLC	JOB POSTING FOR CAO	PERSONNEL ADMINISTRATION	100.00
169910	NAPA AUTO PARTS	CREDIT TO ORIGINAL INV @ 4642-550666	EQUIPMENT RENTAL	-15.10
	NAPA AUTO PARTS	W020 - OIL FILTER	EQUIPMENT RENTAL	5.81
	NAPA AUTO PARTS	H004 - A/C BELT	EQUIPMENT RENTAL	15.10
	NAPA AUTO PARTS	H004 - FANBELT AND A/C BELT	EQUIPMENT RENTAL	17.51
	NAPA AUTO PARTS		EQUIPMENT RENTAL	36.28
	NAPA AUTO PARTS	V035 - LEFT OUTER TIE ROD END	EQUIPMENT RENTAL	127.98
169911	NELSON, JORDAAN	UTILITY REFUND	WATER/SEWER OPERATION	798.00
169912	NW DIRT RENTALS	STATE AVE, 5TH & 6T SIDEWALK REPAIRS	SIDEWALK MAINTENANCE	1,039.03
	NW DIRT RENTALS	ROLLER RENTAL FOR SAND DOME	SNOW & ICE REMOVAL	1,104.00
169913	NW SEWER & DRAIN	SPOT REPAIR - JENNINGS BATHROOM	PARK & RECREATION FAC	2,920.98
169914	OSW EQUIPMENT	J060 -REMOTE PENDENT CONTROL CABLE	EQUIPMENT RENTAL	595.92
169915	OTAK	PROFESSIONAL SERVICE	GMA - STREET	25,868.32
169916	OUTBACK KANGAROO FAR	LE APPRECIATION WEEK FAMILY EVENT	POLICE ADMINISTRATION	1,000.00
169917	PACIFIC POWER BATTER	BATTERY FOR CEDARCREST LIFT STATION UPS	SEWER LIFT STATION	22.49
169918	PALITZ, JUSTIN	MEAL REIMBURSEMENT	WATER DIST MAINS	20.00
169919	PAPE MACHINERY	H009 - BACK HOE BOOM TRANSPORT LOCKING	EQUIPMENT RENTAL	758.18
169920	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	13,589.55
	PARAMETRIX		SURFACE WATER CAPITAL	13,786.30
169921	PASADO'S SAFE HAVEN	ANIMAL HOUSING AND VET SERVICES	COMMUNITY SERVICES UNIT	181.31
169922	PETROCARD SYSTEMS	FUEL CONSUMED	UTIL ADMIN	51.02
	PETROCARD SYSTEMS		STORM DRAINAGE	57.77
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	78.96
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	79.80
	PETROCARD SYSTEMS		ENGR-GENL	103.04
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	146.01

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/30/2024 TO 5/1/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
169922	PETROCARD SYSTEMS	FUEL CONSUMED	DEVELOPMENT SERVICES	188.01
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	285.23
	PETROCARD SYSTEMS		COMMUNITY	469.47
	PETROCARD SYSTEMS		COMMUNITY	471.44
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	560.87
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	664.35
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	816.51
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,608.15
	PETROCARD SYSTEMS		GENERAL	3,219.64
	PETROCARD SYSTEMS		GENERAL	4,154.88
	PETROCARD SYSTEMS		PARK & RECREATION FAC	4,207.14
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,711.29
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,516.49
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,551.76
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,877.45
	PETROCARD SYSTEMS		POLICE PATROL	11,734.26
	PETROCARD SYSTEMS		POLICE PATROL	12,656.55
169923	PLATT ELECTRIC	SUPLLIES FOR PW ADMIN	UTIL ADMIN	243.85
169924	POLICE & SHERIFFS PR	ID CARD - NATTERSTAD	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	ID CARDS - WALTERS	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR	ID CARD - NATTERSTAD	POLICE PATROL	19.26
	POLICE & SHERIFFS PR	ID CARDS - WALTERS	POLICE PATROL	19.26
169925	POSITIVE CONCEPTS IN	SECTOR PAPER	GENERAL FUND	-146.64
	POSITIVE CONCEPTS IN		POLICE PATROL	1,706.64
169926	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	10,688.96
169927	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	960.00
169928	PUBLIC SAFETY TESTIN	TESTING FEES/ADD-ON'S	DETENTION & CORRECTION	77.00
	PUBLIC SAFETY TESTIN		POLICE PATROL	165.00
	PUBLIC SAFETY TESTIN		DETENTION & CORRECTION	195.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	286.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	1,210.00
169929	PUD	ACCT #223806431	SEWER LIFT STATION	9.19
	PUD	ACCT #205136245	SEWER LIFT STATION	14.67
	PUD	ACCT #202461034	UTIL ADMIN	28.05
	PUD	ACCT #201065281	PARK & RECREATION FAC	28.28
	PUD	ACCT #202012589	PARK & RECREATION FAC	28.67
	PUD	ACCT #202476438	SEWER LIFT STATION	35.19
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	35.57
	PUD	ACCT #201672136	SEWER LIFT STATION	37.01
	PUD	ACCT #201668043	PARK & RECREATION FAC	42.19
	PUD	ACCT #200571842	TRANSPORTATION	54.47
	PUD	ACCT #203005160	STREET LIGHTING	57.90
	PUD	ACCT #220792733	STREET LIGHTING	63.18
	PUD	ACCT #202694337	TRANSPORTATION	67.42
	PUD	ACCT #200827277	TRANSPORTATION	69.49
	PUD	ACCT #202557450	STREET LIGHTING	70.27
	PUD	ACCT #203430897	STREET LIGHTING	72.47
	PUD	ACCT #202143111	TRANSPORTATION	76.08
	PUD	ACCT #200084036	TRANSPORTATION	79.99
	PUD	ACCT #203231006	TRANSPORTATION	98.90
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	121.76
	PUD	ACCT #202463543	SEWER LIFT STATION	122.31
	PUD	ACCT #203223458	PARK & RECREATION FAC	130.17
	PUD	ACCT #200070449	TRANSPORTATION	140.85
	PUD	ACCT #220761803	OPERA HOUSE	144.79

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/30/2024 TO 5/1/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	149.46
	PUD	ACCT #200625382	SEWER LIFT STATION	188.54
	PUD	ACCT #220761175	OPERA HOUSE	222.84
	PUD	ACCT #202499489	PARK & RECREATION FAC	492.90
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	1,054.57
	PUD	ACCT #200586485	SEWER LIFT STATION	1,230.27
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	8,121.75
169930	PULTE HOMES OF WA	UTILITY REFUND 8609 SOPER HILL RD	WATER/SEWER OPERATION	16.69
169931	REECE TRUCKING	STATE AVE CORRIDOR IMPROVEMENT	GMA - STREET	
169932	REPIPE PLUMBING SOLU	REFUND: PLUMBING PERMIT FEES	NON-BUS LICENSES AND	352.00
169933	RETIREMENT SYSTEMS	OASI 2023 TAX YEAR	PERSONNEL ADMINISTRATION	182.90
169934	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	3,933.94
169935	RUTKOWSKI, SIERRA	MILEAGE REIMBURSEMENT	PERSONNEL ADMINISTRATION	138.22
169936	RYAN, LINDSEY	GFOA BUDGET ACADEMY	FINANCE-GENL	295.50
	RYAN, LINDSEY	REIMBURSEMENT	FINANCE-GENL	796.55
169937	SCORE	INMATE HOUSING	DETENTION & CORRECTION	8,839.96
169938	SENIOR HEALTH INS	LEOFF INSURANCE PREMIUM - SWEARENGIN	POLICE ADMINISTRATION	6,736.15
169939	SHEEPDOG GUARDIAN	K9 LEGAL UPDATES	POLICE PATROL	30.00
169940	SHERWIN WILLIAMS	MISC SUPPLIES	FIRE ADMIN	85.92
	SHERWIN WILLIAMS		FIRE ADMIN	107.76
	SHERWIN WILLIAMS	MISC PAINT SUPPLIES	FIRE ADMIN	129.29
169941	SNO CO TREASURER	INMATE HOUSING MEDICAL	DETENTION & CORRECTION	1,555.28
	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	75,590.71
169942	SPENCER, ARLENE M	UTILITY REFUND	WATER/SEWER OPERATION	279.61
169943	SPRINGBROOK NURSERY	8 MEDIUM BARK	PARK & RECREATION FAC	248.17
169944	STAPLES	SUPPLIES	POLICE PATROL	251.73
169945	STEVENS, CURTIS & LO	UTILITY REFUND	GARBAGE	1,000.00
169946	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	693.00
169947	SUPERHAWK CANOPIES	CAR CANOPY	COMMUNITY SERVICES UNIT	2,984.43
169948	TATHAM, BARB	REFUND - MOTHER LOVIN MARKET	PARKS-RECREATION	50.00
169949	TATISTCHEFF, SARAH	PROTEM SERVICES	MUNICIPAL COURTS	370.00
169950	TAYLOR MADE TRUCK DR	CDL TRUCKING DRIVING SCHOOL - CLOSE	TRAINING	4,012.50
169951	TEJEDA PERALTA, ANAK	REFUND: FEE FOR SHELTER	PARKS-RECREATION	65.00
169952	THERMO-FLUIDS, INC.	WASTE OIL FILTER & ANI FREEZE DISPOSAL FEE	EQUIPMENT RENTAL	205.55
169953	TOTURA, KASONDR	UTILITY REFUND	WATER/SEWER OPERATION	219.93
169954	TRANSPO GROUP	PROFESSIONAL SERVICES	CAPITAL EXPENDITURES	4,657.50
169955	TRANSPORTATION, DEPT	STATE AVE 100TH ST NE TO 104TH ST NE	GMA - STREET	244.40
169956	TRUE NORTH EQUIPMENT	CC13 - SLIDE BASE TRACK ASSEMBLY	EQUIPMENT RENTAL	4,729.50
169957	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	935.15
169958	ULINE	SUPPLIES	POLICE PATROL	47.47
	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	103.82
	ULINE		POLICE PATROL	369.43
	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	952.53
169959	VERSATERM	IA SOFTWARE	POLICE ADMINISTRATION	2,086.72
169960	WAAUDIOLOGY SRVCS	HEARING TESTS	POLICE PATROL	66.00
169961	WA STATE PSYCHOLOGIC	REFUND: GENERAL BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
169962	WHITE CAP CONSTRUCT	67TH PL SIDEWALK JOB SUPPLIES	SIDEWALK MAINTENANCE	129.90
169963	WILBUR-ELLIS	CROSSBOW, TRI-FOLD, RANGER PRO	WATER RESERVOIRS	717.76
169964	WOLD, KEVIN	REFUND - TINY PICASSOS	PARKS-RECREATION	59.00

DATE: 5/3/2024
TIME: 7:22:24AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/30/2024 TO 5/1/2024

PAGE: 7

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
WARRANT TOTAL:				<u><u>2,049,913.00</u></u>

<u>REASON FOR VOIDS:</u>	WARRANT TOTAL:	<u><u>2,049,913.00</u></u>
--------------------------	----------------	----------------------------



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 13, 2024
SUBMITTED BY:	Senior Planner Angela Gemmer, Community Development
ITEM TYPE:	Interlocal Agreement
AGENDA SECTION:	Consent
SUBJECT:	An Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.
SUMMARY:	The City of Marysville is party to the <i>Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County ("ILA")</i>, which was originally executed in November 2013. The ILA established a venue, known as the Alliance for Affordable Housing (AHA), for cities in Snohomish County to share resources and plan collaboratively for affordable housing, and AHA functions within existing structures to support cities' housing planning efforts in a cost-effective manner. The proposed amendments to the ILA are: 1) to add the cities of Monroe and Darrington to the agreement, and 2) to amend the agreement so that future parties (i.e. cities) can become party to the agreement following the approval of the AHA Joint Board. This will eliminate the need for all other parties (i.e. cities) to sign an amendment to the agreement to add new cities to AHA. The proposed amendment is the third amendment to the agreement; the prior two amendments were to add the cities of Arlington and Stanwood respectively.

ATTACHMENTS:

Amendment to AHA Interlocal Agreement 2023

Original AHA Interlocal Agreement recorded 11.5.2013

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR INTER-
JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN
SNOHOMISH COUNTY (the “Interlocal Agreement”)**

This Amendment (the “Amendment”) to the Interlocal Agreement dated [_____] (the “Original Agreement” and, together with this Amendment, the “Agreement”) is made as of _____, 2023, by and among the Cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Monroe, Mukilteo, Snohomish, and Stanwood, and the Towns of Darrington and Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (each a “Party” and together, the “Parties”). This Amendment is made pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW, and has been authorized by the governing body of each Party.

WHEREAS the Parties (except the City of Monroe and the Town of Darrington) entered the Interlocal Agreement and now desire to amend the Interlocal Agreement to add the City of Monroe and the Town of Darrington as parties thereto; and

WHEREAS the Parties wish to create a streamlined procedure for the future addition of parties to the Interlocal Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term. This Amendment shall be effective when it has been both (a) executed by each of the Parties and (b) filed in the offices of the Snohomish County Auditor.
2. Parties. The Agreement is amended to add the City of Monroe and the Town of Darrington as parties thereto. Commencing on the date of this Amendment, the City of Monroe and Town of Darrington shall assume all rights and obligations under the Interlocal Agreement as though each was named as a party therein. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the City of Monroe and the Town of Darrington commencing with the first billing cycle following the date of this Amendment.
3. Notice. Section 13(d) is amended to add:

City of Monroe
Anita Marerro, Senior Planner
806 West Main Street
Monroe, WA 98272
Phone (360) 863-4513
AMarerro@monroewa.gov

Town of Darrington
Dan Rankin, Mayor
1005 Cascade St.
PO Box 397
Darrington, WA 98241
Phone: (360) 436-1131
Dan.Rankin@Darringtonwa.us

4. Authorized Actions of the Joint Board. Section 4 of the Agreement is amended to add:

(m) Admit one or more governmental entities as a Party to this Agreement in furtherance of the purposes of this Agreement;

5. Addition of Parties. The Agreement is amended to add a new Section 16 as follows:

16. Addition of Parties. Following a decision of the Joint Board to admit a new governmental entity as a Party to this Agreement, which decision shall be made and documented following the procedures outlined in Section 3, such new governmental entity (the “New Party”) shall be deemed to be a Party to the Agreement and shall assume all rights and obligations under the Agreement as though it were named a Party therein, commencing on the date that the attached Exhibit A has been both (a) acknowledged and signed by the New Party, and (b) filed in the offices of the Snohomish County Auditor. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the New Party commencing with the first billing cycle following the date the New Party is admitted as a Party under the Agreement.

6. Execution. The Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

[Signature Pages Follow]

CITY OF ARLINGTON

By: _____
Signature Date

Its: _____

TOWN OF DARRINGTON	
By:	_____
	Signature Date
Its:	_____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

CITY OF MONROE

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

CITY OF STANWOOD

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

**HOUSING AUTHORITY OF
SNOHOMISH COUNTY**

By: _____
Signature Date

Its: _____

EXHIBIT A

Following a decision of the Joint Board of the Alliance for Housing Affordability (the “AHA”), _____ hereby acknowledges and accepts entry to the AHA as a Party to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County, as amended, and according to the terms thereof.

[PARTY]

By: _____
Name Date

Its: _____

Return Address

City of Mountlake Terrace
6100 219th Street SW, Suite 200
Mountlake Terrace, WA 98043-0072

201311050337 CONFORMED COPY 38 PGS
11/05/2013 11:05am \$69.00
SNOHOMISH COUNTY, WASHINGTON

COVER SHEET FOR RECORDING**Please print or type information**

Document Title (or transactions contained therein:)	
1. Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County	
Reference numbers(s) of documents assigned or released: (on page _____ of document(s))	
Grantor(s) (Last name first, then first name and initials)	Additional Grantors on Page: <u>1</u>
City of Mountlake Terrace	
Grantee(s) (Last name first, then first name and initials) <i>Snohomish County</i>	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
Assessor's property tax parcel/account number:	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. RecCoverSht.doc	

N:\PLANNING\Contracts & Consultants\Interlocal Agreement\Recording CoverSht_Inter-Jurisdictional Coordination Relating to Affordable Housing_Sno County.doc

**INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL
COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH
COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:

RECITALS

WHEREAS, the Parties have a common goal to facilitate the availability of housing within Snohomish county and their respective jurisdictions that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a common foundation for housing policies and programs in Snohomish County and to complement—without duplication of or conflict with—the efforts of existing governmental and non-governmental organizations to address housing needs in Snohomish county; and

WHEREAS, the Parties further desire to act cooperatively (1) to educate and provide technical expertise in support of the affordable housing goals and policies of the Parties, as communities in Snohomish county; (2) to foster efforts to provide affordable housing by encouraging funding of housing projects from any combination of public, non-profit, and private-sector resources; (3) to seek opportunities to leverage resources to support implementation of the housing goals and policies of the state Growth Management Act and the Countywide Planning Policies relating to affordable housing; and (4) to accomplish the foregoing purposes efficiently and expeditiously; and

WHEREAS, the Parties have determined that one efficient and expeditious method for addressing affordable housing needs in Snohomish county is through the cooperative action by the Parties contemplated by this Agreement; and

WHEREAS, this cooperative undertaking is not intended to duplicate or to be in conflict with efforts of public, private, and non-profit corporations and other entities, including the Parties, already providing affordable housing-related services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to create a venue for the Parties to

undertake planning, cooperation and education in support of the goal of enhancing the supply of affordable housing in Snohomish county.

2. Term. This Agreement shall be effective when it has been both (a) executed by the Parties and (b) filed in the offices of the Snohomish County Auditor. The term of this Agreement will expire on June 30, 2015, unless:

(a) the Agreement is terminated earlier by action of the Parties in accordance with Section 7(a) hereof; or

(b) a simple majority of the Joint Board membership vote to extend the Agreement prior to March 31, 2015. The Parties may continue to vote in this manner to extend the Agreement in two (2) year increments prior to March 31st of the final year of each term.

3. Governance. To accomplish the purpose of this Agreement, a Board of representatives from the Parties is hereby created (the "Joint Board"). The Joint Board shall have policy-making and oversight authority over the activities undertaken in this Agreement. The cooperative undertaking of the signatories to this Agreement shall be known as the Alliance for Housing Affordability ("Joint Board" or "AHA").

(a) Representatives. The Joint Board shall consist of authorized representatives of the Parties. Each Party shall appoint one individual to act as its Representative. No later than 30 days following the effective date of this Agreement and thereafter no later than January 31 of each calendar year, each Party shall provide notice in writing to the other Parties of the identity and contact information for its Representative.

(b) Alternates. Each Party may designate one individual to serve in the place of its Representative on the Board during the Representative's absence or inability to serve. If an Alternate is designated by a Party, the Party shall notify the Joint Board in the manner described in subparagraph (2)(a) above.

(c) Meetings. A quorum of the Board shall consist of a simple majority of the Representatives (or Alternates serving in their stead) being present at the meeting.

(i) All meetings of the Board shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW (the "OPMA").

(ii) Subject to the provisions of this Agreement and the OPMA, the Joint Board shall establish procedures for operations, meetings, and the frequency of meetings, provided that the Board shall meet not less often than quarterly.

(iii) Meetings of the Board shall be conducted according to Robert's Rules of Order, except when the Board agrees to waive or suspend those Rules. The Board shall provide for written minutes of all meetings of the Board.

(d) Voting. Action taken by the Board shall be by majority vote of those Representatives present (including Alternates serving in the absence of the appointed Representatives) except that a change in the Administrative Agency appointed shall require an affirmative vote of at least the majority of the Joint Board membership.

(e) Officers of Joint Board. The Representatives shall each year elect from their number a Chair and Vice Chair. The Chair shall set the agenda, preside over all meetings of the Board, and shall, with the assistance of the Administrative Agency, process issues, organize meetings, and provide for administrative support as required by the Joint Board. The Vice Chair shall fulfill the duties of the Chair in the absence, incapacity or resignation of the Chair.

4. Authorized Actions of the Joint Board. The Parties agree that the Joint Board shall have the authority to:

- (a) Develop housing information to assist local elected officials;
- (b) Provide technical assistance to Parties for their use in developing and implementing local housing policies, programs and regulations;
- (c) Educate on housing issues, and resources available to assist in the development and retention of affordable housing;
- (d) Propose to the Parties methods for attracting additional public, private, and not-for-profit investment into affordable housing, including by coordinating, leveraging or contributing local resources;
- (e) Identify opportunities for retention of existing sustainable housing;
- (f) Support, on a planning and technical assistance level, the activities of Parties in aid of the construction of affordable housing;
- (g) Discuss and bring forward proposals for cooperation among the Parties in promoting affordable housing, which shall be referred to the governing bodies of the Parties for consideration;
- (h) Monitor legislative and regulatory activities related to affordable housing at the state and federal levels;
- (i) Research model programs, develop draft legislation, prepare briefing materials, and make presentations to planning commissions and councils upon request by a

Party;

(j) Develop technical information about standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing;

(k) Recommend an annual budget for approval by the governing body of each Party, which shall detail the authorized expenditures for the coming fiscal year;

(l) Establish an annual work-plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget;

(m) Submit an annual report to the governing body of each Party, apprising that Party of the tasks undertaken and accomplishments of the Joint Board in the previous fiscal year;

(n) Take other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

(5) BUDGET; APPROPRIATIONS; OTHER FISCAL MATTERS.

(a) Fiscal Year. The Joint Board shall operate for budgeting and expenditure purposes on the basis of a fiscal year beginning July 1 and ending the following June 30.

(b) Initial Year of the Agreement. The Parties have appropriated funds for the first year's budget of the Joint Board. The appropriated funds are shown on Attachment A to this Agreement. Upon execution of this Agreement, the Administering Agency may bill each Party for the committed funds and deposit them in the Operating Fund (see Paragraph 5(d) below). Funds granted for the purposes of this Agreement from the Gates Foundation (also shown on Attachment A) will also be deposited in the Operating Fund. The budget and work plan for the fiscal year July 1, 2013 through June 30, 2014 is shown on Attachment B.

(c) Proposed Annual Budget. For the fiscal year July 1, 2014 through June 30, 2015, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by September 1, 2013. For each fiscal year thereafter, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by June 1 of the preceding calendar year.

(i) The recommended operating budget shall include, but not be limited to,

reimbursements to the Administrative Agency for staff support, consultant, vendor and contractor costs and other costs for the work plan, and shall contain itemizations of all categories of budgeted expenses.

(ii) Each Party's proposed contribution shall be calculated as a percentage of the entire proposed budget, with that percentage determined on a per capita basis after factoring for available funds from grants and carryover of unspent funds from a previous budget.

(d) Authorization by Parties; Revisions. Upon receipt of the Joint Board-proposed budget, each Party shall consider approval and appropriation of its share of the proposed budget for the upcoming Fiscal Year in order to determine the amount of its payment to the Operating Fund. A Party's contribution may consist, in whole or in part, of in-kind services, if approved in the Final Budget. If any Party does not approve and appropriate its share of the Joint Board-proposed budget, it shall notify the Board, through the Party's Representative, of the amount it would be willing to approve and appropriate. The Joint Board shall then reconsider the budget and work plan and make adjustments accordingly. The revised budget will then be resubmitted to the Parties for consideration. The Parties acknowledge and agree that no commitment to pay any Party's share of a Joint Board-budgeted amount shall be effective absent an appropriation of funds by the legislative body of that Party in accordance with state and local law.

(e) Adoption of Final Budget. Upon approval of a budget and appropriation of their respective shares by the legislative bodies of all Parties, the Joint Board shall adopt the final budget and begin implementation of the work plan. The budget shall be adopted by the Joint Board no later than the March 31 preceding the commencement of the next-ensuing Fiscal Year.

(f) Billings; Payments. The Fiscal Agent shall mail billings based on the approved budget to each Party by no later than the April 30 preceding each Fiscal Year. Payments shall be due from the Parties by no later than June 15 and shall be deposited by the Administrative Agency upon receipt into the Operating Fund.

(g) Budget Amendments. No approved Joint Board budget shall be modified unless and until approved by the legislative bodies of the Parties and the Board in accordance with the procedures set forth in subsections (b)-(d) above, except that the Board may make modifications to the budget that carry out the work program so long as the total amount of the budget is not increased.

(h) No Other Charges. Except for the annual payments based upon an approved budget as set forth above, no separate dues, charges, or assessments shall be recommended to the Parties except upon affirmative vote of at least a majority of the membership of the Board.

6. Administration. The Joint Board shall appoint an Administrative Agency who is willing and capable of providing fiscal, technical and administrative support to the Joint Board.

(a) Duties of Administrative Agency. The Administrative Agency shall provide services, including but not limited to:

- (i) administrative support for Board meeting (including preparing meeting notices, agendas and minutes);
- (ii) responding to requests for public records;
- (iii) conducting audits;
- (iv) procuring and entering into contracts with consultants, vendors or other contractors on behalf of the Parties;
- (v) developing a proposed annual work plan and budget for Board consideration;
- (vi) serving as fiscal agent to the Joint Board, provided that the Joint Board may appoint a separate Party to be the "Fiscal Agent" or "Fiscal Agency" in accordance with the procedure set out in subsection (6)(i), and the duties set out in subsection (c), (d), (e), and (g) of this section will apply to the separate Fiscal Agency;
- (vii) applying for grants; and
- (viii) providing such other services as the Board directs and are within the authority of this Agreement and the Board-adopted work plan and budget.

(b) Administrative Agency Actions in Conformity with Its Internal Policies and Procedures. At all times, the Administrative Agency shall comply with applicable legal authorities. This shall include following the Administrative Agency's own internal processes applicable to comparable actions taken on its own behalf, including its contracting and procurement policies. At each regular meeting of the Board, the Administrative Agency shall report on the status of its activities including contracting, grant applications and any proposed changes to the Board-adopted work plan and budget.

(c) Fiscal Agent. The Fiscal Agent, or Administrative Agency acting as the fiscal agent, shall receive and deposit into, and expend funds from, the Operating Fund created by Section 6(d) hereof for Joint Board purposes only. At all times, the Fiscal Agent and Administrative Agency shall comply with applicable legal authorities and its own internal processes regarding its action. At each regular meeting of the Board, the Fiscal Agent and Administrative Agency shall report on the status of its activities including Operating Fund receipts and expenditures.

(d) Operating Fund. The Fiscal Agent or Administrative Agency acting as the Fiscal Agent shall establish a fund which shall constitute the "operating fund of the Joint Board" for purposes of RCW 39.34.030(4)(b) and is herein referred to as the Operating Fund. All funds received on behalf of the Joint Board shall be deposited in the Operating Fund and all costs and reimbursements paid on behalf of the Joint Board shall be paid from the Operating Fund. At the Fiscal

Agent's sole discretion, the Operating Fund may be established as an administrative fund or sub-fund within an existing fund. The Parties agree that interest will not accrue on the Operating Fund.

(e) Accounting. Budgeting procedures and records shall conform to generally accepted accounting principles and to the State Auditor's budget, accounting and reporting ("BARS") manual, and shall be subject to disclosure and audit as provided by applicable law.

(f) Services and Reimbursement. The Administrative Agency shall be reimbursed for its costs in providing the services required as Administrative Agency.

(i) The Administrative Agency will provide qualified staffing for technical and administrative services to the Joint Board. After considering the advice and recommendations of the Joint Board, the Administrative Agency will designate a level of qualified staffing necessary to carry out the Board's annual work plan consistent with the approved budget in order to provide technical and administrative services as set out by the Joint Board work plan.. Designated staff rendering services hereunder shall be considered employee(s) of the Administrative Agency for all purposes. The Administrative Agency shall be responsible for all aspects of the staff's employment including but not limited to wages, benefits, performance, discipline and termination. The Administrative Agency shall address staffing issues within sixty (60) days of a receipt of a written request from the Joint Board outlining the reasons for said request. Any written request related to staffing shall be delivered to the Administrative Agency personally or by certified or registered mail.

(ii) The Administrative Agency shall be reimbursed for the wages of designated staff providing services that are related to and required to carry out the duties of the Administrative Agency as set out in the annual budget and work plan.

(iii) Any contract expenditures or other costs incurred by the Administrative Agency at the direction of the Joint Board or required under this Agreement shall also be reimbursed, and such costs shall be reflected in the annual budget and work plan.

(g) Liabilities of Fiscal Agent, Administrative Agency; Late Payments; Failures to Pay. The Fiscal Agent or Administrative Agency may not incur costs that exceed the approved budget and shall not be obliged to incur costs or advance its own funds if the Operating Fund balance is not sufficient to cover costs payable from the Operating Fund. In the event that one or more Parties do not remit payment within the timeframes prescribed by this Agreement, the Fiscal Agent or Administrative Agency may, but is not obliged to, make a payment to avoid

breach of an obligation with an outside party such as a consultant, vendor or contractor. Each Party shall be responsible and liable to the other Parties for interest and other costs, claims or liabilities of any kind that result from late payment by the Party, and the late-paying Party shall defend, indemnify and hold harmless the other Parties from such costs, claims or liabilities resulting from the late payment. For clarification and without limiting the foregoing, the late-paying Party will be responsible for any late payment charges. In the event that a Party fails to pay its individual share of the Board's adopted final budget, the other Parties may also seek a judgment against said Party. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Party.

(h) Initial Appointment. The initial Administrative Agency shall be the Housing Authority of Snohomish County.

(i) Change in Administrative Agency. The Administrative Agency may be changed by a majority vote of the majority of the membership in the Joint Board. The Administrative Agency may resign from its appointment on ninety (90) days written notice.

7. Termination of Agreement.

(a) By Affirmative Vote. This Agreement may be terminated at any time by affirmative vote of a majority of the Joint Board Representatives.

(b) Withdrawal. Any Party may withdraw from this Agreement and thereby terminate its participation in the Agreement by providing 90 days' prior written notice to every other Party and to the Joint Board. Upon withdrawal, any contributions previously authorized by the governing body of the Party for that fiscal year shall remain in the Operating Fund, to meet any obligations incurred in reliance upon the approved Budget. In the event any Party fails to approve and appropriate funds to pay for the next fiscal year's budget by March 1 of any year, such Party shall be deemed to have provided notice of withdrawal effective upon June 30 of the then current fiscal year. Additionally, should the Housing Authority of Snohomish County cease to be the Administrative Agency, by vote or resignation, the Housing Authority of Snohomish County will be deemed to have submitted a notice of withdrawal pursuant to the provisions of this subsection.

(c) Expiration. This Agreement shall expire automatically if the Joint Board fails to vote to extend prior to the expiration date as set forth in section 2(b) of this Agreement, or if there is less than three remaining Parties.

(d) Acts Upon Termination. Upon termination of this Agreement, the Joint Board shall be dissolved and the Board shall establish a plan of dissolution for payment of outstanding bills and obligations, payment of ongoing obligations incurred prior to dissolution and other terms to wind up the affairs of the Joint

Board. All assets and liabilities of the Joint Board shall be dispensed with [and property acquired or set aside during the life of the Agreement shall be disposed of in the following manner:

- (i) all assets contributed without charge by any Party shall revert to the contributing Party;
- (ii) all assets acquired by the administering agency for the purpose of carrying out the work of the Joint Board and purchased by the Parties contributions during the term of the Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget during the fiscal year the asset was acquired;
- (iii) any liability remaining after the application of unencumbered funds shall be dispensed consistent with the approved budget as determined by the Board; and
- (iv) except as provided by this Agreement, all unexpended and unencumbered funds held in the Operating Fund shall be distributed by the Fiscal Agency to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

8. Indemnification and Hold Harmless.

(a) Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

(b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.

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

(c) Each Party (including without limitation the Party serving as, and acting in its capacity as the Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

(d) Notwithstanding any provision in this Agreement to the contrary, the provisions of this section shall remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement for the duration of any applicable statute of limitations

9. Insurance. The Joint Board, the Fiscal Agency, and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of Joint Board and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

10. Dispute Resolution. Whenever any dispute arises between the Parties or between a Party or Parties, the Board, or the Administering Agency (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Board, the Vice-Chair, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute through this process, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs. If the Parties are not able to resolve the dispute through the above process, or conduct or resolve the dispute through mediation, then any Party may pursue whatever legal remedies may be available.

11. Public Records; Confidential Information.

(a) Application of PRA. All records related to this Agreement or the Joint Board will be available for inspection and copying under the provisions of the Public Records Act, Chapter 42.56 RCW (the "PRA"), subject to any exemptions or limitations on disclosure.

(b) Confidential Information. If a Party considers any portion of a record it provides another Party under this Agreement, whether in electronic or hard copy

form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be "Confidential." A Party receiving a request for a record marked as Confidential shall notify the other Parties of the request and the date that such record will be released to the requester unless another Party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

12. Limitations. Nothing in this Agreement shall be construed or applied in a manner that:

(a) Is inconsistent with or intrudes upon other contractual agreements of the Parties including, but not limited to, the interlocal cooperation agreements between Snohomish County and various cities for urban county consortium qualification under the United States Department of Housing and Urban Department Community Development Block Grant Program and HOME Investment Partnership Program; or

(b) Authorizes or permits the Joint Board to lobby or to attempt to gain preferential treatment in processes conducted by any of the Parties to award federal, state or local funds for affordable housing.

13. Notices.

(a) To the Joint Board. Any notice to the Joint Board shall be in writing and shall be addressed to the Chair of the Board and to the Administrative Agency.

(b) To a Party. Any notice to a Party shall be to the Representative and Alternate, if any, of that Party.

(c) Methods of Notice. Any notice may be given by certified mail, overnight delivery, facsimile, telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

(d) Notice Addresses of Parties. The following contact information for each Party shall apply until amended in writing by a Party providing new contact information to each other Party, the Chair of the Board, and the Administrative Agency, if any:

City of Edmonds

Robert Chave, Development Services
121 5th Ave. N
Edmonds, WA 98020
Phone (425) 771-0220
Facsimile (425) 771-0221
Planning@Edmondswa.gov

City of Everett

Dave Koenig, Planning
2930 Wetmore Ave., Suite 8A
Everett, WA 98201
Phone (425) 257-8736
Facsimile (425) 257-8742

City of Granite Falls

Sheikh Haroon Saleem, Mayor and Ray Sturtz, City Planner
206 S. Granite Ave, PO Box 1440
Granite Falls, WA 98252
Phone (360) 691-6441
Facsimile (360) 691-6734

City of Lake Stevens

Rebecca Ableman, Planning and Community Development Director
1812 Main Street, PO Box 257
Lake Steven, WA 98258
Phone (425) 377-3229
Facsimile (425) 212-3327
bableman@lakestevenswa.gov

City of Lynnwood

Don Gough, Mayor and Paul Krauss, CD Director
PO Box 5008
Lynnwood, WA 98046-5008
Phone (425) 670-5401
Facsimile (425) 771-6585
pkrauss@ci.lynnwood.wa.us

City of Marysville

Gloria Hiroshima
[1049 State Avenue
Marysville, WA 98270
Phone (360) 363-8000
Facsimile (360) 651-5033
ghirashima@marysvillewa.gov

City of Mill Creek

Tom Rogers, Director of Community Development
15728 Main Street
Mill Creek, WA 98012
Phone (425) 745-1891
Facsimile (425) 745-9650
tom@cityofmillcreek.com

City of Mountlake Terrace

Shane Hope
6100 219th St. SW, Suite 200
Mountlake Terrace, WA 98043
Phone (425) 744-6281
Facsimile (425) 775-0420
shope@ci.mlt.wa.us

City of Mukilteo

Mayor and Planning Director
11930 Cyrus Way
Mukilteo, WA 98275
Phone (425) 263-8017
Facsimile (425) 212-2068
mayor@ci.mukilteo.wa.us

City of Snohomish

Larry Bauman, City Manager
City of Snohomish
116 Union
Snohomish, WA 98290
Phone (360) 568-3115
Facsimile (360) 568-1375
bauman@ci.snohomish.wa.us

Town of Woodway

Mayor Carla Nichols
23920 113th Pl. W
Woodway, WA 98020
Phone (206) 542-4443
Facsimile (206) 546-9453
Mayor@townofwoodway.com

Housing Authority of Snohomish County

Executive Director
12625 4th Avenue W. Suite 200
Everett, WA 98204
Phone (425) 290-8499
Facsimile (425) 290-5618
rdavis@hasco.org

Snohomish County

Mary Jane Brell Vujovic, Division Manager
Housing and Community Services
3000 Rockefeller Ave., M/S 305
Everett, WA 98201
Phone (425) 388-7116
Facsimile (425) 259-1444
maryjane.brell@snoco.org

14. General Provisions.

(a) Rights and Obligations Reserved; MOU Superseded. This Agreement reserves to each Party and shall not be construed to be in derogation of any rights, powers, privileges, authority, liability, obligations and duties set forth in or provided by any previous agreement executed by a Party relating in any way to affordable housing, except that the Memorandum of Understanding dated September 21, 2011, by and among the Housing Authority of Snohomish County, the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the town of Woodway (the "MOU"), shall be deemed terminated pursuant to section 2.6.B of the MOU and shall be of no force and effect upon the effective date of this Agreement.

(b) Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

SNOHOMISH COUNTY

By: [Signature] 7/29/13
Signature Date

Its: PETER B. CAMP
Executive Director

Approved as to form

By: Rebecca Wendling 7/19/2013
Signature Date

Its: Deputy Prosecuting Attorney

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

COUNCIL USE ONLY	
Approved:	7-29-13
Docfile:	D-2

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

SNOHOMISH COUNTY

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EDMONDS

Approved as to form

By: [Signature] 9.10.13
Signature Date

By: [Signature] 8/29/13
Signature Date

Its: Mayor

Its: CITY ATTORNEY

CITY OF EVERETT

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF GRANITE FALLS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

SNOHOMISH COUNTY

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EDMONDS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EVERETT

Approved as to form

By: Ray Stephenson 10-22-13
Signature Date

By: Tim Searles 10.21.13
Signature Date

Its: _____

Its: Assistant City Attorney

ATTEST:

Sharon Jullis
City Clerk

CITY OF GRANITE FALLS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: [Signature] 7/17/13
Signature Date

Its: MAYOR

Approved as to form

By: [Signature] 7-17-13
Signature Date

Its: City Attorney

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: William Latta 7/25/13
Signature Date

Its: Mayor

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: Frank Wee 7-23-13
Signature For Waiver Date

Its: City Attorney

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

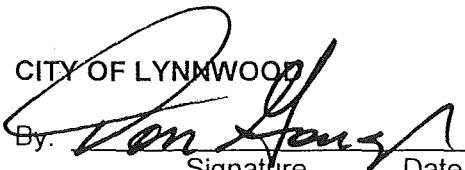
Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By:  _____
Signature Date

Its:  _____

9-19-13

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: Henry Lesm 10-14-13
Signature Date

Its: City Attorney

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: [Signature] 9/13/13
Signature Date

Its: Mayor

Approved as to form

By: [Signature] 9-12-13
Signature Date

Its: city attorney (per waiver of conflict)

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

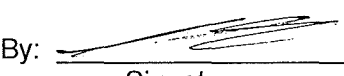
Its: _____

CITY OF MILL CREEK

By:  _____
Signature Date 11 SEP 2013

Its: CITY MANAGER

Approved as to form

By:  _____
Signature Date 9-6-13

Its: City Attorney

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

SNOHOMISH COUNTY

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EDMONDS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EVERETT

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF GRANITE FALLS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: *John H. Campbell* 8/6/2013
Signature Date

Its: *City Manager*

Approved as to form

By: *Greg G. S.* 8-6-13
Signature Date

Its: *City Attorney*

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: Joe Normie 8/21/13
Signature Date

Its: Mayor

Approved as to form

By: Daryl Smith 8/19/13
Signature Date

Its: City Attorney

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

SNOHOMISH COUNTY

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EDMONDS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EVERETT

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF GRANITE FALLS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF SNOHOMISH

By:

Larry E. [Signature] 8/7/13
Signature Date

Its:

City Manager

TOWN OF WOODWAY

By:

Signature Date

Its:

HOUSING AUTHORITY OF
SNOHOMISH COUNTY

By:

Signature Date

Its:

Approved as to form

By:

[Signature] 8-6-13
Signature Date

Its:

City Attorney per waiver

Approved as to form

By:

Signature Date

Its:

Approved as to form:

By:

Signature Date

Its:

CITY OF SNOHOMISH

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

TOWN OF WOODWAY

Approved as to form

By: Carla Nichols 7/30/13
Signature Date

By: Wage Dene
Signature Date

Its: Mayor

Its: City Attorney

HOUSING AUTHORITY OF
SNOHOMISH COUNTY

Approved as to form:

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

HOUSING AUTHORITY OF
SNOHOMISH COUNTY

By: [Signature] 10/11/13
Signature Date

Its: Executive Director

Approved as to form:

By: [Signature] 10/16/13
Signature Date

Its: Staff Attorney

ATTACHMENT A

HOUSING AUTHORITY OF SNOHOMISH COUNTY

12625 - 4th Avenue W., Suite 200 • Everett, Washington 98204

(425) 290-8498 or (425) 743-4505

TDD (425) 290-5785 • FAX (425) 290-5618

June 22, 2012

Mr. David Bley
Director, Pacific Northwest Initiative
Bill and Melinda Gates Foundation
PO Box 23350
Seattle, WA 98102

**RE: GATES FOUNDATION SUPPORT FOR
SNOHOMISH COUNTY INTER-JURISDICTIONAL HOUSING COMMITTEE**

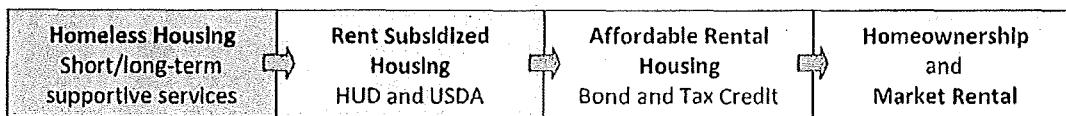
Dear David:

I am sorry it has taken so long to put this together. As we discussed a few months ago, Snohomish County continues to evolve in the creation of its vehicles to address affordable housing issues, and homelessness in particular.

The Sound Families Initiative and the current Investing in Families Initiative have brought private philanthropy, government, non-profits and private citizens together to combat homelessness and create systems change. These two initiatives have been instrumental in providing the necessary resources and developing the capacity of stakeholders in the community. The initiatives addressed the need for supportive services and housing and have made clear the need for both to effectively serve homeless families.

On a parallel track, the Housing Consortium of Everett and Snohomish County was formed by interested non-profit developers with the support of local government, the County's two housing authorities, and private supporters. The membership is made up of housing organizations dealing with every aspect of the housing continuum from homelessness to homeownership.

Housing Continuum



Through all of the work in the community to address housing and homelessness, it became clear that the community needed a vehicle for local governments to cooperatively address housing policy issues. A group of cities in Snohomish County began to explore the creation of such a vehicle over two years ago as an outgrowth of Snohomish County Tomorrow, the local inter-jurisdictional forum created to oversee Countywide Planning Policies.

The cities in Snohomish County and the Snohomish County government have now taken the step to create the Inter-Jurisdictional Housing Committee (IHC). This new group comprised of local governments in Snohomish County is a systems change that will create a centralized forum for local governments to efficiently disseminate housing information, work together to gain more expertise in housing policy issues, and cooperatively advocate at the federal and state level to ensure that there is adequate support for efforts to end homelessness and promote affordable housing in their communities. The group will inform local land use efforts to promote housing that is both economically and environmentally sustainable. The target model for the IHC is A Regional Coalition for Housing (ARCH) on King County's Eastside. The IHC Memorandum of Understanding (MOU) and draft Interlocal Agreement are attached. The following jurisdictions have signed onto the MOU: Mukilteo, Mountlake Terrace, Lake Stevens, Everett, Mill Creek, Snohomish, Sultan, Marysville, Edmonds, Lynnwood, Woodway, Granite Falls, and Snohomish County.

Every one of the jurisdictions signing on to this undertaking has at least one elected official and a planning executive who have decided that housing is a high priority for their community. Bringing these elected officials and planning executives together on the IHC will substantially enhance the work that is currently going on in the County to promote affordable housing and ensure that there are affordable housing options for families exiting homeless housing. During this period of intensive interest in housing and transportation, it is especially important that this entity is created and sustained to ensure that affordable housing is appropriately integrated into planning efforts.

Embarking on this effort right now is difficult when these cities and the County are experiencing economic distress. The goals of the IHC can advance significantly faster if the committee members can spend the first year establishing the priorities and substantive functions of the IHC rather than spending that time working to build financial support. It will be much easier to secure permanent and ongoing financial support from the cities and County if the IHC can get up and running with professional staff and products to show. That is why I would like to explore with you the potential of Gates Foundation support for the first full year of operation of the IHC. Please see the attached IHC 2013 budget.

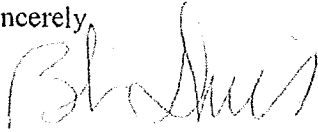
HASCO committed to provide modest staffing and an administrative base to support the IHC. We have hired a graduate student intern from the University of Washington Master of Urban Planning program to supplement our staff work for the committee. This intern, with support from HASCO staff, will work to build the IHC and produce initial reports for the committee. HASCO will bear this expense through the end of 2012. Although HASCO is providing staff support for the committee, the IHC is not a HASCO project.

Starting in 2013, the IHC would like to have a full-time professional to staff the committee. Ideally the current intern would continue on in this full-time position. The Gates Foundation would cover the cost of the full-time staff person plus any additional outside consulting work that is needed. HASCO would still provide office space, all administrative support, and supplemental staffing support without reimbursement. Starting in 2014, the cities and the County would provide the financial support to fully cover the budget. HASCO would continue to provide the office space, administrative support, and supplemental staffing as an ongoing responsibility.

ATTACHMENT A

I would appreciate the opportunity to discuss this proposal further. I can be reached at 425-293-0532 or red@hasco.org.

Sincerely,



Robert E. Davis
Executive Director

cc: David Wertheimer, Deputy Director, Pacific NW Initiative, Bill & Melinda Gates Foundation
Kollin Min, Program Officer, Pacific NW Initiative, Bill & Melinda Gates Foundation

Enclosures

Memorandum of Understanding
Draft Interlocal Agreement
2013 Budget

BILL & MELINDA
GATES foundation

PO Box 23350
Seattle, WA 98102 USA
P: 206.709.3100

ATTACHMENT A

118062

Wells Fargo Bank, N.A.
Bellevue, WA 98004
11-24/1210

DATE

AMOUNT

Oct 11, 2012

\$

50,000.00

PAY Fifty Thousand Dollars And 00 Cents

to the
order
of
Housing Authority of Snohomish County
12625 4th Ave West Suite 200
Everett, WA 98204


Authorized Signature
VOID AFTER 180 DAYS

BILL & MELINDA GATES FOUNDATION PO Box 23350 Seattle, Washington 98102 206.709.3100

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE	CHECK NUMBER	
HOUS602	Housing Authority of Snohomish	00156023	10/11/2012	118062	118062
OUR VOUCHER NUMBER	YOUR INVOICE NUMBER	DATE	AMOUNT	AMOUNT PAID	NET
GFPMT1069904	PMT1069904	10/11/2012	\$50,000.00	\$50,000.00	OPP1069901 - Robert Davis \$50,000.00
			\$50,000.00	\$50,000.00	\$50,000.00

COMMENT

Attachment B
Alliance for Housing Affordability
Fiscal Year August 2013 to June 2014
Budget and Contribution Schedule
July 2013

MOU Signees by Population	Population**	Population for Calculation Purpose	2013 Contribution
Everett	103,019	103,019	\$6,213
Marysville	60,020	60,020	\$3,613
Lynnwood	35,836	35,836	\$2,151
Edmonds	39,709	39,709	\$2,385
Lake Stevens	28,069	28,069	\$1,682
Mukilteo	20,254	20,254	\$1,209
Mountlake Terrace	19,909	19,909	\$1,188
Mill Creek	18,244	18,244	\$1,088
Snohomish ¹	9,098	9,098	\$1,000
Granite Falls ¹	3,364		\$1,000
Woodway ¹	1,307		\$1,000
HASCO			
Total city	338,829	343,480	\$22,530
County	286,727	286,727	\$17,320
Total	625,556		
		630,207	\$39,850
Gates Grant⁴	\$50,000		\$50,000
Proposed Budget	\$89,850	Contributions	\$89,850
Back Office Support	In kind ²		

Budget	
1 FTE	\$ 60,000.00
Benefits (@39%)	\$ 23,400.00
Local Travel/mi.	\$ 1,250.00
Supplies/Teleph	\$ 1,200.00
	\$85,850.00
Misc./Consult.	\$ 4,000.00
	\$89,850.00

Notes:

1. Minimum annual commitment \$1,000 for any participant
2. HASCO funding staff intern for 12+ months 2012 began interim work in July

**2011 Population



Attachment B 2013-2014 Work Plan*

1. Synthesize/analyze Data

- a. IDENTIFY DATA GAPS.
And if there are, develop/implement a strategy to fill those gaps.
- b. DEVELOP A SURVEY TEMPLATE THAT CITIES CAN USE FOR GATHERING HOUSING DATA THEY'RE MOST INTERESTED IN.
- c. IDENTIFY WHERE EXISTING AFFORDABLE HOUSING UNITS ARE LOCATED AND WHETHER THEY ARE UNDER THREAT OF CONVERSION, WHAT THEIR CONDITION IS AND WHAT THE CONDITION OF THE SURROUNDING PUBLIC INFRASTRUCTURE IS.

2. Provide Technical Expertise

CREATE A TEMPLATE JURISDICTIONS CAN USE IN DRAFTING THEIR HOUSING CONTINUUM AND CITY PROFILES.

With the template each jurisdiction can create effective literature conveying their individual housing needs. The continuum would also be useful in developing Housing Elements for Comprehensive Plans.

3. Create Education/Outreach/Information-sharing Opportunities

DEVELOP A STRATEGY AND TOOLS TO EDUCATE ELECTED OFFICIALS

The task is to educate elected officials about affordable housing issues and the roles they can play in obtaining funding for housing programs.

- i. Identify elected officials who could serve as primary contact points for federal and state agencies which provide housing funding (this would assist in attract housing money to Snohomish County).
 - ii. Design workshop for elected officials to better inform them of housing issues and funding opportunities/challenges/processes
- a. PACKAGE THE IJH COMMITTEE'S IDEA/MESSAGE.
 - i. Use HASCO human resources staff (who has special training in leading facilitation) to work with elected officials on the committee to create a succinct message of what the Alliance for Housing Affordability is all about. The message would be a key tool to use in presentations to city councils when the IJH ILA is being considered.
 - ii. Use the message to promote media exposure of the IJH committee's existence and goals

4. Grants and Financial

- a. DEVELOP A STRATEGY FOR LEVERAGING CDBG AND OTHER FUNDS.
- b. DEVELOP A COMMON STRATEGY TO PURSUE FUNDING TO BE USED BY CITIES INDIVIDUALLY OR COLLECTIVELY.
- c. DESIGN A NEW REVENUE GENERATION TOOL THAT CAN BE ADOPTED BY LEGISLATIVE BODIES AND THEN USED BY INDIVIDUAL CITIES.

* For consideration by the Joint Board



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Professional Services Agreement with KPFF Consulting Engineers, to provide preliminary design for the 156th Street NE Railroad Overcrossing Project

SUGGESTED ACTION: I move to authorize the Mayor to sign and execute the Professional Services Agreement with KPFF Consulting Engineers to provide preliminary design for the 156th St NE Railroad Overcrossing project in the amount of \$950,328.89.

SUMMARY:

The 156th Street NE Railroad Overcrossing Project proposes to reinstate the public railroad crossing of the Burlington Northern Santa Fe (BNSF) mainline track at 156th Street NE just west of Interstate-5 in north Marysville. By providing a link to the nearby, future I-5/156th Street NE freeway interchange and the rapidly-growing Cascade Industrial Center, this project will establish a critical east-west connection for north Snohomish County.

The City published a formal Request for Proposals on February 8, 2024, soliciting professional services from interested and qualified firms to assist with preliminary (30%) design, environmental review, and early permitting for this project. Subsequent to this, the City conducted an interview on March 5th, with the lone firm that expressed interest: “KPFF Consulting Engineers.” Ultimately, the City’s selection committee concluded that KPFF was in fact qualified and well-suited to provide the design for this project – based upon a standout interview performance as well as the substance of its written proposal. Moreover, staff notes that KPFF has teamed with the City in a similar capacity on past, high profile transportation projects, with positive results.

The attached professional services agreement with KPFF, in the amount of \$950,328.89, will establish the framework for the City to advance preliminary design of the project, including alternatives analysis; public outreach; preparation of 30% PS&E documents; environmental review/permitting; and geotechnical explorations. Work completed during this phase will help the City to resolve questions which are key to successful delivery of the project – including identification of design constraints, inventory of sensitive areas considerations, evaluation of property acquisition requirements, and careful assessment of stakeholder perspectives (BNSF, Tulalip Tribes, Snohomish County). In turn, this will help to inform and improve the quality of final design once it begins. (In addition to final design, staff notes that the attached agreement may be supplemented in the future to include bidding and construction support services.)

This phase of the design work is funded in part by a \$500k grant through the State’s “Move Ahead Washington” transportation funding program. The remaining amount is funded by the City.

ATTACHMENTS:

[LP_AEPS-CostPlusFixedFee_r042624 consolidated.pdf](#)

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: R2201-1

Firm/Organization Legal Name (do not use dba's): KPPF Consulting Engineers		
Address 1601 Fifth Ave., Suite 1600, Seattle, WA 98101	Federal Aid Number N/A	
UBI Number 578063612	Federal TIN or SSN Number 91-0755897	
Execution Date	Completion Date April 1, 2026	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☒ No	
Project Title 156th Street NE Railroad Overcrossing		
Description of Work This agreement creates the framework for KPPF to assist the City with advancement of preliminary design for project, including alternatives analysis; public outreach; preparation of 30% PS&E documents; environmental review and permitting; and geotechnical exploration. Work completed during this phase will help the City to resolve questions which are key to successful delivery of the project – including identification of design constraints, inventory of sensitive areas considerations, assessment of stakeholder perspectives, and evaluation of property acquisition needs.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$950,328.89 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$950,328.89

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: R2201-1

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Marysville hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Patrick Gruenhagen		Name: Anne Fabrello-Streufert	
Agency: City of Marysville		Agency:	
Address: 501 Delta Avenue		Address: 1601 Fifth Avenue, Suite 1600	
City: Marysville	State: WA	City: Seattle	State: WA
Zip: 98270		Zip: 98101	
Email: pgruenhagen@marysvillewa.gov		Email: Streufert@kpff.com	
Phone: 360.363.8281		Phone: 206.622.5822	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number: R2201-1

4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number: R2201-1

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number: R2201-1

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number: R2201-1

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number: R2201-1

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their 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 CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT 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 STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that 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 STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number: R2201-1

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Patrick Gruenhagen
Agency: City of Marysville
Address: 501 Delta Avenue
City: Marysville State: WA Zip: 98270
Email: pgruenhagen@marysvillewa.gov
Phone: 360.363.8281
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number: R2201-1

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number: R2201-1

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number: R2201-1

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. R2201

See pages that follow.

Agreement Number: R2201-1

04/24/2024
Exhibit A-1
Scope of Work

Project R-2201, 156th Street NE Railroad Overcrossing

PROJECT DESCRIPTION / OBJECTIVES

The 156th Street NE Railroad Overcrossing Project proposes to reinstate the public railroad crossing of the Burlington Northern Santa Fe (BNSF) mainline track at 156th Street NE just west of Interstate 5 in the City of Marysville (City). By providing a link to the nearby, future I-5/156th Street NE freeway interchange and the rapidly-growing Cascade Industrial Center, this project will establish a critical east-west connection for north Snohomish County (County). The east portion of the project will be constructed within the City limits, while the west portion of the project will be constructed in unincorporated Snohomish County. This initial preliminary design phase is being funded in part by a "Move Ahead Washington" grant as well as matching funds from the City.

The primary goal of this project is to construct a new structure that will carry 156th Street NE over the top of the railroad right-of-way. There are several utilities that will be impacted by the project, in addition to two streams that have documented salmonoids within the project area. The work to be performed by the Consultant consists of the design, preparation of the plans, specifications, and an engineer's estimate of costs (PS&E) necessary to complete the project, in addition to technical support during project advertising and construction. Environmental/Permitting documentation and right-of-way acquisition and certification will also be provided.

Work to be completed under this agreement, as described herein, will initially consist of that summarized in "Phase 1" below. Phases 2 and 3 may be incorporated via supplement at a later date, contingent upon funding availability and at the discretion of the City.

- Phase 1 will include completion of an alternatives analysis to determine the preferred roadway section and crossing structure type, size, and location (TS&L). Property impacts outside of the existing City/Snohomish County right-of-way will be identified, in addition to federal permitting/environmental documentation/review that will be required to construct the project. Preliminary plans (approx. 30% level of design) and cost estimates will be submitted.
- Phase 2 will include final design, documentation, environmental/permitting and right-of-way acquisition necessary for public bidding and construction of the project.
- Phase 3 will include technical support services during bidding and construction of the project.

ANTICIPATED SCHEDULE

- | | |
|--|--------------|
| • Notice to proceed (NTP) for the design | May 14, 2024 |
| • Access to BNSF Property for Survey | July 2024 |
| • Design Workshop with City and other Primary Stakeholders | Oct 2024 |
| • Preferred Road/Bridge Identified | Nov 2024 |
| • Preferred Stormwater Solutions and Utility Designs/Relocations Identified | Dec 2024 |
| • Preliminary Coordination with Permitting Agencies, BNSF, Adjacent Property Owners and Utility Owners | Jan 2025 |
| • 30% Plans and Cost Estimate, in addition to ROW needs and utility conflicts. | March 2025 |
| • Environmental/Permit Applications Submitted. | June 2025 |

Phase 1 is anticipated to be 13 months in duration. This schedule is estimated and will be updated as project proceeds.

PROJECT TEAM

The project team includes:

Owner	City of Marysville (City)
Prime Consultant	KPFF Consulting Engineers (KPFF)
Surveying	KPFF
Geotechnical Engineering	GeoEngineers
Civil Engineering	KPFF and Reichhardt & Ebe (R&E)
Structural Engineering	KPFF
Right-of-Way	RES Group NW (RESGNW)
Permitting/Environmental	Widener & Associates. (Widener)
Cultural Resources	Equinox Research & Consulting International Inc. (ERCI)

GLOBAL PROJECT ASSUMPTIONS:

- City of Marysville Public Works will perform the following tasks:
 - Coordinate construction access with property owners.
 - Obtain permission to access private property adjacent to 156th Street NE, as necessary for survey, geotechnical, biological, cultural resources and other design field work.
 - Coordinate the design of improvements with WSDOT, property owners, and other stakeholders, except as specifically outlined in this scope of work.
 - Coordinate all comments and input from other departments within the City and with permitting agencies, except as specifically outlined in this scope of work.
 - Coordinate directly with Tulalip Tribes, BNSF and Snohomish County staff in addition to affected utilities, except as specifically outlined in this scope of work.
 - Obtain property title reports for parcels 31052900303200, 31053200101100, 31052900401300, 31052900300600, 31052900300400, and 31053200200100.
 - Obtain any easement records in the vicinity of the project.

- Provide current City General Special Provisions
 - Provide historic bid tabulations from other recent City projects.
 - Provide projected traffic count.
- No hazardous, dangerous, or contaminated soil/groundwater will be encountered on or within the project limits. Should any of these materials be encountered, any work required to address the situation will be extra work.
 - This design scope/fee does not include final design/PS&E preparation, right of way acquisition, construction management or technical construction support services. The preparation of environmental/permitting documents not specifically included in this scope are also not included, At the City's discretion, this contract may be amended to include additional services.
 - No work shall be performed until notice-to-proceed is issued by the City of Marysville.
 - The budget may be moved from one task to another at the discretion of KPFF by notifying the City of the change, as long as the overall budget is not exceeded.
 - There is at present no Federal nexus for this project. However, it is understood that design, environmental review, and permitting will be advanced in a manner that preserves the City's positioning for pursuit of future Federal funding.

SCOPE OF WORK

TASK NO. 1.0 – PROJECT MANAGEMENT

KPFF will provide project management services, as specifically noted below. These services are expected to include the following tasks:

1.0 - Project Work Plan

KPFF shall provide a work plan to the design team and the City outlining the project objectives, organization of the team, lines of communication, and deliverables. KPFF will also create a share site to share project information with the City.

1.1 – Preparation of Contract Documents, Invoices, and Progress Reports

A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice and include percentage of completion and billings to date. Prior to first billing, the City will review and approve invoicing format and content.

1.2 – Coordination with Sub-consultants

KPFF will create sub-consultant contracts for R&E, GeoEngineers, Widener, RESGNW, and ERCI. KPFF will be the main point of contact for the multidiscipline team.

KPFF will distribute create biweekly or monthly Project Updates via email, to keep the design team updated on on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc. The City will be copied (cc) on the update emails.

1.3 – Coordination with City and WSDOT Local Programs Staff

KPFF will coordinate with the City to discuss project issues, schedule, progress, review comment resolution and general coordination of effort, as needed. KPFF PM will attend biweekly meetings with the City's PM to check in on project status and to coordinate, as needed to keep the project moving forward.

KPFF will coordinate, as needed, with Washington State Department of Transportation (WSDOT) Local Programs (LP) Staff to ensure that all design and documentation is being prepared in conformance with the project requirements.

1.4 – Estimated Project Schedule

A project schedule will be created in Microsoft Project identifying submittal dates, City review periods, and critical path decisions for the design phase of the project. Snohomish County, Railroad and Tulalip Tribes review timeline estimates will be included. The schedule will also include the primary tasks, durations and critical path tasks through the duration of project construction. The initial schedule covering the preliminary design phase of work will be prepared and submitted within 15 business days of Phase 1 NTP. The tasks attributable to final design, permitting and construction phase work will be added to the schedule at the 30% design submittal. Updates will be submitted during each PS&E submittal.

1.5 – Team Project Meetings

The project team will meet internally and with the City to discuss project-related issues/topics. The City will be invited to the consultant team meetings. KPFF will provide an agenda to the project team. Six team meetings/workshops are anticipated (hours for KPFF PM/Structural/Civil and R&E Civil are included in this task and hours for technical disciplines are included under their specific tasks below).

1. Kick off Meeting with City – in Marysville, City Office (KPFF PM/Survey/Structural/Civil, GeoEngineers, R&E, Widener, RESGNW and ERCI)
2. Two Preliminary Design Progress Meetings – via MS Teams (KPFF PM/Structural/Civil, GeoEngineers, R&E, Widener)
3. Alternatives Workshop - in Marysville, City Office (KPFF PM/Structural/Civil, GeoEngineers, R&E, RESGNW, Widener)
4. City Comment Review Meeting – via MS Teams (KPFF PM/Structural/Civil, GeoEngineers, R&E)
5. BNSF Site Meeting – at project site (KPFF PM/Structural, R&E Lead)
6. Environmental Review Meeting with WSDOT, WDFW, COE – at project site (KPFF PM, Widener)

Other meetings are anticipated internal to the design team. These meetings will occur virtually (Teams or similar).

- KPFF PM (up to 8)
- Structural Lead (up to 4)
- KPFF Civil Lead (up to 4)
- R&E Civil Lead (up to 4)

1.6 - Meetings With Project Stakeholders

Several Stakeholders will be impacted by this project including Snohomish County, The Tulalip Tribes, adjacent property owners, and utility companies. 40 hours have been allotted to coordinate with and attend meetings with these stakeholders to respond to any questions and comments they have. BNSF Coordination is included in Task 8.0.

KPFF will support the City with public outreach by attending up to 1 public meeting (graphics will be limited to the 30% PS&E plans) and preparing one rendering of the project alternatives. See Task 5.7 for rendering efforts.

1.7 – PS&E Submittal and Contract Package Compilation

KPFF will collect submittal documents from the rest of design team and the City and will compile it into a single set of documents for each submittal (e.g. a single set of combined plans, specs, estimated quantities/costs, etc.). All deliverables will be PDFs, unless noted otherwise. A project Sharepoint site will be created and submittal documents will be posted on the site.

KPFF will coordinate with the City to develop a project title block and CAD standards that will be distributed to and used for all plan sheets.

The full Contract Package (including Bid Documents, Contract Documents, Amendments, Special Provisions and Appendices) will be created as part of Phase 2 of the project.

1.8 – Risk Register

KPFF will collaborate with the City to prepare a preliminary risk register for the project. For each identified risk, the risk register will contain:

- A description of the risk
- The impact should this event actually occur
- The probability of its occurrence
- A summary of the mitigation (the actions taken in advance to reduce the probability and/or impact of the event)

The initial register will be submitted with the project Work Plan and will be updated with the Bridge TS&L and again with the 30% plans.

1.9 - Project and Document QA/QC

KPFF will provide a project-wide QA/QC review for the project technical design and for preparation of the documents/deliverables submitted to the City and/or agencies. This review will include, but not be limited to, technical, constructability, contractibility and risk.

Project Management Deliverables

- Project Work Plan
- Project Sharepoint Site (on-line)
- Monthly Invoices, including subconsultant invoices, a progress report outlining completed and upcoming tasks, scope progress and actual versus anticipated submittal dates. Assume 13 months
- Copies of subconsultant contract agreements can be provided, if requested.
- Project Schedule and updates
- Biweekly or Monthly Project Updates via email (on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc.)
- Meeting Agendas and Notes
- Risk Register
- Completed KPFF QA/QC form can be provided, if requested

TASK NO. 2.0 – SURVEYING

KPFF will provide topographic surveying and right-of-way/parcel mapping as needed for the project. This work is expected to include the following:

2.1 – Field Control Survey Conventional and GPS

Provide control survey to establish Washington State Plane Coordinates, North Zone 4601 NAD 83/11 and vertical datum on NAVD 88

2.2 – Utility Locates and Coordination

Underground utilities will be shown based on best available information and utility locates. Pipe sizes and types will be shown only where record information is available, or where access for measurement is available, such as sanitary sewer and storm structures.

2.3 – Topographic and UAV Survey

Perform boundary and right of way basemap depicting existing right of way and property boundaries along the project corridor to include the following using a combination of UAV LiDAR data and conventional ground survey.

- 156th Street NE from 100 feet west of 23rd Avenue NE easterly to 100 feet east of the westerly intersection with Twin Lakes Avenue extending 250 feet northerly and southerly from the 156th Street centerline.
- Railroad corridor 1000 feet north and south from the intersection with 156th Street NE.
- Critical Area Flags (to be located prior to survey field work).
- Tree locations, species, and the diameters larger than 4-inches dbh.

2.4 – Prepare CAD Basemap

Prepare AutoCAD basemap depicting topographic survey and boundary basemap from conventional and UAV based LiDAR collected of the site.

2.5 – Exhibits and Descriptions for up to 10 Takes

Prepare legal descriptions for temporary easements and right of way takes for up to 5 Parcels for a total of ten (10) exhibits and descriptions.

Assumptions

- City will provide Right of Entry from identified property owners, as needed to collect survey.
- Title reports for adjacent properties will be provided by the City.
- KPFF will apply for and obtain all BNSF permits and training necessary for gaining temporary access to BNSF ROW for surveying. See Task 8 “BNSF Coordination” for further details.
- Potholing utilities is not part of this scope. Should potholing be necessary to complete design, KPFF can provide a fee proposal for coordinating and locating utility potholes. Potholing for the shoring design will be coordinated by others.

Deliverables

- Deliverables will be an AutoCAD basemap of the topographic survey, rights of way, and boundaries, as well as a Civil 3D surface file, and exhibits and descriptions to accompany easements and right of way dedication documents.

TASK NO. 3.0 – GEOTECHNICAL ENGINEERING

GeoEngineers will provide geotechnical engineering services as needed for the project to support Phase 1 design to an approximate 30% design level. This work is expected to include:

3.1 – Geotechnical Meetings and Task Management

1. Attend team meetings as noted in Task 1.5.
2. Provide geotechnical task management and monthly invoicing.

3.2 – Geotechnical Field Explorations

1. Review available geologic references and reports for the subject property and surrounding area available online, from City provided information, and our in-house files.
2. Coordinate clearance and location of existing underground utilities in the project area. We will contact the Washington Utilities Coordinating Council “One Call” service prior to beginning explorations.
3. Perform approximately two CPTs, each to 120 feet depth (one near each proposed bridge abutment). One of the CPTs will include seismic shear wave velocity soundings.
4. Perform approximately six exploratory borings using mud rotary and/or hollow-stem auger drilling techniques. Two borings will be advanced to 60 feet depth, and the other four will be advanced between 10 and 20 feet depth. Two of the borings will be constructed with a groundwater monitoring well. Pressure transducer data loggers will be installed in the wells to record groundwater levels.
5. Complete two pilot infiltration tests (PITs) one near each end of the planned approach embankment and two supplemental test pits to evaluate near-surface

conditions. The PIT locations will be coordinated with the project team and will ideally be within the footprint of proposed stormwater facilities.

6. Perform laboratory analysis of select soil samples. Laboratory analyses for engineering properties may include moisture content determination, fines content determination, grain-size distribution analysis, and Atterberg Limits. Laboratory testing for stormwater facilities will also include cation exchange capacity (CEC) and organic content tests on representative samples.

3.3 – Preliminary Geotechnical Engineering Analysis and Report Preparation

1. Provide preliminary recommendations for the design and construction of bridge foundations based on AASHTO LRFD Bridge Design Specifications and WSDOT Bridge Design Manual, including seismic design parameters, drilled shaft or pile axial resistances, LPILE parameters for the analysis of lateral loading, and lateral and axial reduction factors for group effects, as appropriate.
2. Perform analysis and provide recommendations, as appropriate, of the interaction between the bridge foundations and the embankments.
3. Provide preliminary recommendations for the design of geosynthetic retaining walls based on WSDOT Standard Plans, including allowable soil bearing pressures, global stability analyses and settlement.
4. If necessary, provide preliminary recommendations for the design of ground improvement for the support of geosynthetic retaining wall embankments.
5. Provide recommendations for the design of sloped embankments based on the February 2022 WSDOT Geotechnical Design Manual (WSDOT GDM), as appropriate.
6. Provide recommendations for the design of monolithic cast-in-place retaining walls.
7. Develop preliminary recommendations for evaluation of stormwater management concepts based on available information and design concepts. Provide summary of observed groundwater fluctuation, characteristic infiltration rates based on grain-size correlations and PITs, conceptual-level evaluation of potential groundwater mounding based on reference concepts.
8. Develop preliminary geotechnical recommendations for signal and luminaire poles and sign structure foundations. Design recommendations will be based on WSDOT GDM and WSDOT Standard Plans, where applicable.
9. Develop geotechnical recommendations for asphalt concrete (AC) pavement design sections.

Assumptions

- Right of Way (ROW) permits and/or Right of Entry (ROE) agreements will be acquired by the City.
- No traffic control will be needed for site explorations. It is assumed that “Road Closure” barricade signs will be sufficient.
- Scope does not include groundwater mounding analysis during Phase 1.
- Scope does not include site-specific seismic response analysis during Phase 1.

Deliverables

- Draft Preliminary (30% Design) Geotechnical Report
- Final Preliminary (30% Design) Geotechnical Report
- Preliminary Geotechnical Reports will include exploration site plan, summary exploration logs and data, and applicable engineering figures.

TASK NO. 4.0 – CIVIL ENGINEERING

R&E and KPFF will provide Civil Engineering services as needed for the project. This work is expected to include:

Civil design and documentation will conform to the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

WSDOT Publications:

1. Standard Specifications for Road, Bridge, and Municipal Construction
2. Standard Plans for Road, Bridge, and Municipal Construction
3. Local Agency Guidelines
4. Design Manual
5. Highway Runoff Manual
6. Hydraulics Manual
7. Construction Manual
8. Traffic Manual
9. General Special Provisions to the Standard Specifications

AASHTO Publications:

1. A Policy on Geometric Design of Highways and Streets
2. American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

ECY Publications:

1. Stormwater Management Manual for Western Washington
2. Criteria for Sewage Works Design (Orange Book)

The analyses, design, plans, and estimates performed or prepared as part of the project will be in English units.

4.1 – NOT USED

4.2 – Design Criteria (KPFF Lead)

Prepare the design criteria elements and document. Potential design criteria elements include, but are not limited to:

- Planning documentation review
- Road classification
- Posted and Design Speed for roadway.
- Horizontal geometry constraints (including minimum radii for curves)
- Minimum lighting requirements
- Design Standards (e.g. City of Marysville, WSDOT Design Manual, AASHTO, NACTO)
- Maximum allowable vertical grades and rates of curvature for both bridge structure and access ramps
- Emergency access requirements
- ADA requirements

- Road classification configuration for pedestrian/bike or multimodal facility requirements
- Protection elements for bicyclists.
- Access limitations to adjacent parcels
- Jurisdictional standards and requirements for landscape and aesthetic treatments
- Define roadside safety barrier device and associated shoulder widths.

4.3 - Roadway Modeling (KPFF)

Develop and model proposed roadway. Design elements include, but are not limited to the following:

- Develop horizontal alignment alternatives (4), integrating avoidance to potential adjacent utility relocation alignments, wetland avoidance, fill impacts to adjacent parcels, and storm drainage treatment options.
- Develop vertical alignment alternatives (2), integrating evaluation to match to current road profile or future raised road profile and then to existing profile.
- Model proposed roadway section and create finish grade terrain model for use by Consultant team.

4.4 - Retaining Wall Evaluation (KPFF)

Generate earthwork embankment boundary for all alignments. Design elements include, but are not limited to the following:

- Generate earthwork boundary for minimal retaining wall configuration.
- Evaluate impacts to adjacent parcels and develop proposed retaining wall layouts that minimize impacts to sensitive areas and adjacent parcels.
- Evaluate cost of wall and compare to land acquisition costs to determine magnitude of wall program.
- Incorporate revisions to road section and shoulders for stormwater treatment requirements.
- Generate preferred alternative earthwork boundary.
- Generate wall alignments and neat line profiles.

4.5 - ROW Impacts (KPFF)

Produce overall parcel Right-of-Way plans from survey data, create ownership tables and parcel areas, takes, remainders and temporary construction easement areas and locate proposed right-of-way boundaries on plan. Design elements include, but are not limited to the following:

- Review title reports and tax parcel ownership records.
- Prepare right-of-Way plans at 50 scale per WSDOT ROW Plan guidelines.
- Generate parcel ownership ties if applicable.
- Show ROW acquisition needs for project and locate on Plan.
- Update ownership parcel data block for total parcel size, area of acquisition and residual.
- Identify Temporary Construction Easement needs with team and locate the limits of that temporary easement on the plans.
- Review and modify as requested by RESGNW.

4.6 – Storm Drainage (R&E):

4.6.1 – Evaluate Existing Conveyance System

R&E will conduct a site visit to become familiar with the project site and coordinate with the City to gather additional existing drainage data. R&E will evaluate the existing drainage system to determine the existing drainage course and available capacity of the existing system. The evaluation will be made based on existing as-builts and the existing drainage reports.

4.6.2 – Review Existing Information

R&E will evaluate available as-built drawings, City Stormwater Comp Plans, Snohomish County Stormwater Comp Plans, and developer drainage reports, for the project area. R&E will use this information to evaluate possible drainage detention and treatment options.

4.6.3 – Preliminary Alternative Evaluation

R&E will develop a listing of storm drainage management alternatives incorporating various combinations of collection and treatment. R&E will develop the design criteria using City, Snohomish County, and ECY standards. R&E will meet with the City to review the alternatives and select a preferred alternative. R&E will prepare a preliminary estimate for the preferred alternative. R&E will incorporate the selected alternative into subsequent phases.

4.6.4 – Technical Memorandum

R&E will submit a drainage technical memorandum to the City for their review and comments and will incorporate or address the City's comments and resubmit the drainage technical memorandum for final approval.

Deliverables

- Draft and final drainage technical memorandum
- Storm Facility Preliminary Estimate

4.7 – Utilities (R&E)

R&E will evaluate available as-built drawings, recorded surveys, and franchise utility documents for the project area. R&E will prepare the design to avoid known utility conflicts if practical. R&E shall identify utilities that will be affected by the improvements and coordinate utility potholing if required during Phase 2. R&E will use the subsequent pothole information and determine if the design can be modified to eliminate the conflict or whether the utility must be relocated. The City will notify the utilities if relocations are required. Utility companies will be asked to commit to a time schedule for relocation and/or new facility installation to avoid conflicts with the project contractor's construction schedule.

Assumptions

- Sanitary sewer and watermain upgrades will be in accordance with the City Sanitary Sewer Comp Plan and the Water Comp Plan. It is assumed that the Sanitary Sewer and Water Comp Plan have already sized the required mains.
- Stormwater generated from this project will require treatment and detention. Stormwater from adjacent properties outside of City right-of-way will be managed and maintained by private property owners outside of the City right-of-way following ECY guidelines and will not be included in this scope of work. Stormwater facilities will only be designed for stormwater generated from the proposed improvements within the City right of way (ROW). A bypass system to convey the adjacent properties stormwater to an existing outfall may be required and will be designed, if required, in subsequent phases.
- The City will provide a list of utilities and other agencies having jurisdiction in the project area. R&E will coordinate and obtain as-built/record drawings from the utility companies and other jurisdictional agencies having jurisdiction in the project area.
- The City will provide available as-built/record drawings for City owned utilities and franchises for the various utilities within City ROW.

4.8 – 30% Plans & Estimate (KPFF and R&E)

4.8.1 – Plans

30% plans will be prepared in accordance with City standards. Civil plans are anticipated to include:

KPFF:

- Rail track vertical and horizontal alignment 1,000 feet north and south from the intersection with 156th Street NE, including existing utilities (existing utilities to be provided by R&E).
- Existing Site Plans
- TESC Plans
- Roadway plans
- Typical roadway sections
- Draft wall alignments and profiles
- Draft ROW Plans

R&E:

- Standard legend and symbols
- Preliminary water storm drain and treatment facility layout (which will include prelim roadway layout provided by KPFF)
- Preliminary water main and sanitary sewer main layout (which will include prelim roadway layout provided by KPFF)

4.8.2 – Estimated Construction Costs

Estimate construction work items per WSDOT Std Item table and generate a cost estimate for that work. Elements include, but are not limited to the following:

- Calculate and document quantities of construction items. Items will follow the WSDOT Std Item table except where City of Marysville General Special Provisions revise those items.
- Generate cross sections for earthwork estimate documentation.
- Prepare unit item cost estimate tabulation for the construction items using unit price history from WSDOT and local project bid tabulations provided by City of Marysville.
- Evaluate contingency and yearly escalation for anticipated year of bid.

Civil Assumptions

- The City and WSDOT standard plans and details (if applicable) will be included by reference and copies of the plans will be included in the Bid Contract Documents.
- Pavement design alternative configurations will be provided within another task within this Contract.

TASK NO. 5.0 –STRUCTURAL ENGINEERING

KPFF will provide structural engineering services, as required for the project. Structural project elements are anticipated to include a railroad crossing bridge structure, a second water crossing to replace an existing culvert west of the railroad and retaining walls at the bridge approach roadway. Unless noted otherwise, all descriptions in Task 5 refer to the railroad crossing bridge. The preferred alternative for the second water crossing structure is assumed to be a fish-passable structure; a precast concrete 3- or 4-sided box structure (less than 25-ft clear span).

This work is anticipated to include both a Type, Size and Location (TS&L) Study and Preliminary (30%) Design. Structural design and PS&E document preparation will be in accordance with the WSDOT Bridge Design Manual, the AASHTO LRFD Bridge Design Specifications, City and Snohomish County Design Standards, and the Washington State Standard Specifications and General Special Provisions. Current editions of all manuals at the time of notice-to-proceed will be used for design.

Anticipated tasks include:

5.1 - Basis of Design

KPFF shall prepare the basis of design based on contributions from the design team and City. The basis of design shall include the following items at a minimum:

- Identification of specifications and design codes
- Railroad parameters (temporary and permanent clearance geometry, etc.)
- Other project parameters (e.g. clearance for fish passage/drainage areas)
- Bridge and geotechnical design parameters
- Identify site constraints
- Identify construction phasing

The civil design criteria will be combined with the structural design criteria and submitted to the City as a single document.

Deliverables

- Draft Basis of Design Document
- Final Basis of Design Document w/ responses to review comments

5.2 - Develop Bridge Concepts

KPFF shall perform the structural engineering work in support of the TS&L memo.

KPFF will develop bridge and wall concepts to support the design progression. Alternatives will be refined based on fatal flaws, risks, City input and project criteria. After initial screening, KPFF will prepare concept-level design for up to 3 alternatives for inclusion in the TS&L Study. Concept level structural analysis shall establish member types and depths, wall types and limits, types of foundations, and depths of foundations. The criteria, constraints and procedures used in determining the structural alternatives shall be summarized in the TS&L Study.

Assumptions

- Alternatives considered may include single-span precast concrete girders, single span steel girders and/or 2-span precast concrete girders.

5.3 - Bridge and Wall Costs for Alternatives

KPFF will develop structural quantities/costs for the selected TS&L alternatives.

Deliverables

- Concept level construction quantities/costs.

5.4 - Bridge and Wall Drawings for Alternatives

The following bridge plans will be developed for each alternative included in the TS&L Study:

- Plan, elevation, and typical section for each alternative
- Wall and foundation limits

Deliverables

- Draft Alternative Drawings with TS&L Study (pdf)
- Final Alternative Drawings with TS&L Study (pdf)

5.5 – Alternatives Workshop

The different bridge alternatives, combined with roadway alignment alternatives, and associated plans, costs and a list of pros/cons for each alternative will be presented to the City. KPFF will facilitate the workshop to aid in evaluating the different alternatives, with the goal of either choosing a preferred alternative during the workshop or providing the City the information needed to choose a preferred alternative.

5.6 - Bridge Type, Size and Location Memo

The TS&L memo shall describe the project, the preferred alternative and give reasons why the preferred bridge type, size and location were selected. KPFF shall produce the memo based on input received from the design team.

The information will be distilled into a technical memo which will generally follow the format listed below:

- Executive Summary
- Project Description
- Design Criteria
- Previous Studies
- Project Alternatives Considered (Screening)
- Alternatives Evaluation
- Cost Estimates (PE, ROW, Construction)
- Preferred Alternative Recommendation
- Appendices
 - Conceptual Plans
 - Detailed Cost Estimates
 - Technical Memorandums
 - Backup Data

Assumptions:

- The City will distribute the Draft TS&L report for review and comment by City staff and project stakeholders.
- All comments received on the Draft TS&L report will be compiled into one document prior to sending to KPFF for review and response.

Deliverables:

- Draft TS&L Memo (electronic copy)
- Comment responses to Draft TS&L Memo (electronic copy)
- Final TS&L Memo (electronic copy)

5.7 - Project Renderings

KPFF will develop concept renderings of up to 2 project alternatives. An isometric view (or elevation) along with a plan view depicting the bridge/roadway alignment will be submitted and used for presentation/meetings with the City.

Deliverables

- Draft Graphics (pdf or jpeg)
- Final Graphics (pdf or jpeg)

5.8 - 30% Plans and Estimated Construction Costs

While the preferred structure alternative is unknown at this time, for the purposes of scoping and estimating efforts, it is assumed that the selected alternative will be a single span precast concrete bridge.

The structural engineering team will advance the preferred alternative to a preliminary 30% design level. Structure sizing and layout will be coordinated with the civil engineers to finalize the structure's geometry. Initial structure weights will be coordinated with the geotechnical engineer to develop preliminary foundation sizing. Preliminary structural designs will be performed to establish structure depths and verify railroad and fish passage/drainage waterway clearances. The provided structural designs will also include selection of design elements that will streamline the construction schedule, keep construction and life/cycle costs low, and minimize future maintenance for the City.

Deliverables

- 30% Design Plans (11x17 PDF)
 - Cover Sheet and Vicinity Map
 - Railroad Crossing:
 - Plan and Elevation
 - Typical Section
 - Foundation Plan
 - Abutment Plan and Elevation
 - Second (west) water crossing
 - Plan, elevation and typical section
 - Retaining Wall Sections, if applicable
- 30% Level Estimated Structural Quantities and Associated Costs (PDF)

5.9 – Permitting Support

KPFF Structural Engineers will be available for responding to questions and information requests from the environmental/permitting team members, as needed. Up to 16 hours of time is allotted for this task.

Structural Assumptions

- The preferred alternative will be selected at the end of the alternatives workshop phase without further structural coordination.
- Estimates of structural quantities and associated costs will be presented in WSDOT/APWA unit bid item format.
- This scope and level of effort assumes that the railroad structure will consist of a single-span bridge. If, during alternatives analysis, it is determined that a multi-span bridge is preferred, additional efforts may be required.
- 30% design plans will be utilized for permit applications and Stakeholder Coordination.

TASK NO. 6.0 – PROPERTY ACQUISITION

RESGNW will support the preliminary design by providing input necessary to acquire required property in future phases. Anticipated tasks include:

1. Attend Kickoff meeting and Preliminary Design Workshop.
2. Review Title Reports – Review up to (5) property titles. Identify any problematic encumbrances and/or other title issues and propose solutions.
3. Identify right-of-way impacts – Develop a list of pros and cons for the ROW impacts by each proposed alternative.
4. Determine preliminary ROW costs – Prepare cost estimate for any permanent easements, ROW takes, and temporary construction easements required for each alternative.

Assumptions

- City will obtain title reports.

Deliverables

- Title memos
- Preliminary right-of-way cost
- List of pros and cons for each alternative

TASK NO.7.0 – ENVIRONMENTAL DOCUMENTATION / PERMITTING

Widener will provide preliminary permitting and environmental documentation and coordination required for the project. Anticipated tasks include:

7.1 – Design Assistance and Early Agency Coordination

Early input into the formation of project alternatives will be provided to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to the agency coordination.

Widener and Associates, working with KPFF, will assist the City in presenting the alternatives to both the state and federal permitting agencies to identify the regulatory issues associated with each alternative. Potential minimization measures for each alternative will also be identified during the coordination with agency representatives. All permitting issues and the recommended permitting process for the preferred alternative will be documented in the project TS&L report.

It is assumed that this effort will be accomplished by the graphics and design drawings required to complete the TS&L and to conduct the open houses and that no other special presentation materials are required.

Deliverable(s):

- The Consultant's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.

7.2 – Section 106 APE (Cultural and Historic Resources)

This work will be completed by another consultant under Task 8 (below).

7.3 – Noise Study

The purpose of the Traffic Noise Report is to evaluate traffic noise levels at sensitive receptors near the project that would be potentially affected by traffic noise and to identify potential mitigation measures. The Traffic Noise Report will be developed in accordance with the Washington State Department of Transportation's Environmental Procedures Manual.

1. Sound Level Measurements:
After review of the proposed project alternatives the Consultant shall visit the project area to identify potentially sensitive noise receivers and to take measurements of existing sound levels. The Consultant will measure existing noise levels during the peak hours to be used in calibrating the noise model. Measurements will be undertaken in accordance with WSDOT and FHWA guidelines and will be made with a Type 1 sound level meter. During these measurements, sources of existing noise and topographical features will be noted and traffic speeds and vehicle numbers and mix will be noted.
2. Construction Noise Impact Evaluation:
The noise analysis will evaluate potential short-term impacts of noise from construction activities. Construction noise on nearby sensitive receptors will be evaluated based on estimates published by the U.S. Environmental Protection Agency (EPA) of maximum noise levels of typical construction equipment in conjunction with simple distance attenuation. Computer modeling of construction noise levels will not be performed.
3. Traffic Noise Impact Evaluation:
The Consultant will evaluate traffic noise impacts using the FHWA Traffic Noise Model (TNM) to estimate future traffic noise levels for the worst-case build alternative. The worst-case scenario will be selected from among the build alternatives, and will be chosen based on expected future traffic volumes and the location of the alignment relative to sensitive receivers. The noise modeling will predict PM peak-hour Leq noise levels from traffic at a maximum of fifteen (15) receptor locations that could be affected by the proposed project and will consider existing conditions and design year conditions. Modeling to calculate noise contour lines is not included.
4. Mitigation Analysis:
The Consultant will identify mitigation measures to reduce noise levels during construction. If predicted long-term traffic noise levels from operation of the project would cause noise impacts, mitigation measures will be developed in cooperation with the lead agency and design engineers. Mitigation analysis, if required, will include evaluation of the effectiveness and general size and location of natural and man-made noise barriers using the TNM model.

Deliverable(s):

- A draft Traffic Noise Analysis Report for review by City with accompanying draft special provisions if required.
- A draft Traffic Noise Analysis Report, incorporating the City's comments, for submittal to FHWA/WSDOT.

- A revised final Traffic Noise Analysis Report, incorporating comments by FHWA/WSDOT, for submittal for approval.

7.4 – Biological Assessment (BA)

A BA will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNr. This information will be reviewed, and a consultation strategy will be developed.
2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BA to the City for review and approval.
7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.
9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and FHWA to jointly discuss the recommendations.
10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverable(s):

- A draft BA for review by City with accompanying draft special provisions if required.
- A draft BA, incorporating the City's comments, for submittal to FHWA/WSDOT.
- A revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS.
- A final BA that incorporates NOAA Fisheries and USFWS comments.

7.5 – Environmental Justice Survey

Services required to complete an environmental justice (EJ) analysis includes the following main components:

1. Collecting demographic data for the project area using local data sources and the US Census Data.
2. Identifying any environmental justice populations in the area (minority or low-income populations).
3. Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
4. Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

Deliverable(s):

- The draft EJ documentation will be provided.
- The final EJ documentation will be provided incorporating City comments.
- The final EJ documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

7.6 – Wetland Delineation

1. The purpose of the updated wetland report is to identify jurisdictional wetland within the project corridor and provide mitigation if necessary.
2. The Consultant shall redevelop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987.
3. The Consultant shall delineate wetlands within 200 feet of the project area.
4. The Consultant shall update the comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation.
5. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by the Army Corps of Engineers (USACE). The information in this report is intended for use in compliance with Section 404 of the Clean Water Act.
6. The final report and associated documents shall be in a format acceptable to the USACE.
7. Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to the USACE.

Deliverable(s):

- A draft Wetland Delineation Report for review by City with accompanying draft special provisions if required.
- A draft Wetland Delineation Report, incorporating the City's comments, for submittal to USACE.
- A revised draft Wetland Delineation Report, incorporating comments by USACE, for submittal for approval.

7.7 – Hazardous Materials Memo

A Hazardous Materials Memo will be prepared to evaluate the presence, or likely presence, of potential hazardous substances within the physical limits of the project that would have an effect on the overcrossing project. Sites with potential for environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present or those with strong pungent or noxious odors. The scope of services for this study will include;

1. A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by WSDOT.
2. A review of historical aerial photographs, fire insurance maps, city directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. An attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.
3. Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination.
4. A letter report that will summarize the results of this study. The letter report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft letter report will be provided for review and comment. Upon receiving comments, the letter will be modified as appropriate and made final.

Deliverable(s):

- A draft Hazmat Memo will be provided.
- A draft of the Hazmat Memo will be provided incorporating City comments.
- The final Hazmat Memo will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

7.8 – NEPA CE

Based on Widener & Associates current understanding that the project actions meet the criteria contained in 23 CFR 771.117 for a NEPA Categorical Exclusion services will be provided to prepare a NEPA CE form. A project CE form will be prepared by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

Deliverable(s):

- A draft of the NEPA CE will be provided.
- The final NEPA CE documentation will be provided incorporating City comments.
- The final NEPA CE documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

7.9 – Hydraulic/Tribal Coordination Memorandum

A Hydraulic/Tribal Coordination memorandum will be prepared to inform the design of the stream channel crossing sizing requirements. The memorandum will address the following issues:

1. Identification of channel crossing sizing requirements.
2. Ability of the crossing to pass the 100-year flood elevation.
3. Effects on the channel and embankment upstream and downstream from the crossing.
4. Identification of bank protection, grade control, and stream bed characteristics.

Assumptions and Exclusions:

- Adequate flow data is available to support the report.

Deliverable(s):

- Draft Hydraulic/Tribal Coordination memorandum addressing KPFF, City and Tribal comments.
- Final Hydraulic/Tribal Coordination memorandum.

7.10 – Wetland and Riparian Mitigation Plan

The Consultant will prepare a wetland and riparian mitigation plan to discuss how the project will mitigate wetland and riparian impacts within the project limits. We will complete the plan according to the requirements of the US Army Corps of Engineers (USACE) and the City of Marysville.

To complete the plan, the Consultant will:

1. Collect on-site data and information about the boundaries of the existing wetlands and riparian areas.
2. Develop a conceptual planting plan or a bank use plan for mitigation based on the preferred mitigation option.
3. Prepare a draft of the mitigation plan that includes a narrative describing the proposed mitigation, monitoring (if needed) and including accompanying draft special provisions (if required), a vicinity map, a plan view and/or detail maps of the proposed mitigation, and other informational maps as required by the permitting agencies. The plan will be provided for City review, revised according to City comments, and submitted to the reviewing agencies.

Assumptions and Exclusions:

- City comments on the mitigation plan will be minor in extent and editorial in nature.

Deliverable(s):

- The draft mitigation plan for City review with accompanying draft special provisions if required.
- The final mitigation plan, incorporating the City's comments, for submittal to City planning and USACE.

7.11– Permitting

Widener will coordinate, assemble, and facilitate all necessary environmental permits to a standard acceptable by the permitting agencies for both the project and geotechnical drilling.

Coordination to obtain permits include:

1. 404 Permit
2. 401 Certification
3. Hydraulic Project Approval
4. Critical Areas Permit

Application to be submitted:

1. JARPA
2. City Critical Areas Permit
3. HPA APP

Deliverable(s):

- Permit application shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant, Widener & Associates shall also provide a draft transmittal letter for submittal of the application by the City. (or by the Consultant on behalf of the City)
- Draft application, including supporting information, shall be submitted to the City for review and comment.
- Revised permit application shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permit.

7.12 – SEPA

The Consultant shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the City's Community Development group to gain a clear understanding of SEPA review expectations and requirements. Subsequent to this, the Consultant will address comments on the SEPA Checklist and provide support for the SEPA process.

Deliverable(s):

- SEPA Checklist and response to associated comments

TASK NO.8.0 – CULTURAL RESOURCES SURVEY REPORT

Equinox Research and Consulting International, Inc (ERCI) will provide services necessary for compliance with Cultural Resources/Section 106. Anticipated tasks include:

1. Assist in Developing an APE for review and approval by WSDOT
2. Pedestrian and Subsurface Survey
3. Coordinate with Agencies and Tribes

Assumptions

- No Human Remains will be encountered
- No Cultural Landscape Assessment will be required
- No Historic Property Inventory will be required

Deliverables

- Draft and Final Report to State and Federal Standards

TASK NO. 9.0 – BNSF COORDINATION

KPFF will prepare limited submittals for Burlington Northern Sante Fe (BNSF) Railway review in accordance with the Union Pacific Railroad-BNSF Railway Guidelines for Railroad Grade Separation Projects as part of this initial agreement. If additional submittals are necessary, they will be included in Phase 2.

BNSF Coordination

Up to 60 hours has been allotted to coordinate with BNSF. This coordination may include meetings, emails, responding to comments, etc., as necessary.

Prepare Temporary Occupancy Application and Safety Plan

KPFF will prepare a BNSF Temporary Occupancy Application and Safety Plan for permission to survey and perform environmental fieldwork within the BNSF right-of-way. The Temporary Occupancy Permit will specify BNSF requirements that must be met to conduct fieldwork within the BNSF right-of-way. This will include limited coordination with BNSF by KPFF.

Obtain As-Built AND PROPOSED Track Plans

KPFF will contact BNSF and request existing and proposed track plans for the project vicinity so they are available during project design.

Concept and 30% Submittals

KPFF will prepare the required documents for Concept and 30% Submittals in accordance with the requirements of the BNSF Grade Separation Guidelines (for overcrossing structures).

Assumptions

- KPFF will submit BNSF documents to the City and the City will submit documents prepared by KPFF to BNSF.
- The City will pay for any fees necessary for BNSF Temporary Occupancy Application and document submittals.
- The City will pay for BNSF flagging, as necessary to complete the design field work within the BNSF ROW (surveying)
- No more than one round of comments from BNSF on the submittals will need responses.
- Preparation of the C&M Agreement with BNSF will be completed as part of Phase 2.

Deliverables

- (1) BNSF Temporary Occupancy Permit Application
- BNSF Concept Submittal
- BNSF 30% Submittal

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey deliverables, including CADD files, shall be prepared in accordance with the City's CADD Standards, publication date June 26, 2023. Survey data should be provided in *.csv file format with each file name containing the project number and date is was collected.

B. Roadway Design Files

C. Computer Aided Drafting Files

CADD files shall be prepared in accordance with the City's CADD Standards, publication date June 26, 2023.

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

AutoCAD basemap of the topographic survey, rights of way, and boundaries, survey data provided in *.csv file format, as well as a Civil 3D surface file, and exhibits and descriptions to accompany easements and right of way dedication documents.

F. Specify What Agency Furnished Services and Information Is to Be Provided

The City will provide Right of Entry from property owners, as needed to collect survey

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See pages that follow.

Exhibit D-1

KPFF Consulting Engineers

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Principal	28.00	X	\$ 80.78	=	\$ 2,261.71
Project Manager/EOR	306.00	X	\$ 78.27	=	\$ 23,949.70
Lead Civil Engineer	238.00	X	\$ 83.91	=	\$ 19,971.56
Senior Engineer II	30.00	X	\$ 76.45	=	\$ 2,293.62
Senior Engineer I	333.00	X	\$ 68.46	=	\$ 22,797.18
Project Engineer II	490.00	X	\$ 62.37	=	\$ 30,560.68
Project Engineer I	0.00	X	\$ 58.01	=	\$ -
Design Engineer III	0.00	X	\$ 53.53	=	\$ -
Design Engineer II	24.00	X	\$ 48.10	=	\$ 1,154.44
Design Engineer I	260.00	X	\$ 44.59	=	\$ 11,592.89
Senior Drafter	72.00	X	\$ 67.85	=	\$ 4,885.30
CAD Drafter	440.00	X	\$ 60.35	=	\$ 26,555.76
Survey Principle	28.00	X	\$ 81.73	=	\$ 2,288.44
Sr. Project Surveyor	68.00	X	\$ 53.07	=	\$ 3,608.76
Project Surveyor	84.00	X	\$ 43.50	=	\$ 3,654.00
Crew Chief	88.00	X	\$ 40.00	=	\$ 3,520.00
Instrument person	80.00	X	\$ 28.00	=	\$ 2,240.00
CAD Tech	136.00	X	\$ 40.00	=	\$ 5,440.00
Project Coordinator	78.00	X	\$ 44.10	=	\$ 3,440.06
Admin	48.00	X	\$ 34.23	=	\$ 1,643.04
<i>Total Direct Labor</i>					\$ 171,857.15
Overhead (OH) Cost					
OH Rate x DSC of	151.53%	X	\$ 171,857.15	=	\$ 260,415.14
Fixed Fee (FF)					
FF Rate x DSC of	31.66%	X	\$ 171,857.15	=	\$ 54,409.97
<i>Direct Labor Subtotal</i>					\$ 486,682.26
Reimbursable Items					
Mileage	(340 Miles x \$0.67/mile)			\$	227.80
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$240.00 x 5 trips)			\$	1,200.00
UAV LiDAR Flight	1 ea.			\$	2,500.00
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ 3,927.80
Subconsultant Total:					\$459,718.83
GRAND TOTAL:					\$950,328.89

April 25, 2024		KPFF Consulting Engineers																				KPFF	
156TH ST NE RR OVERCROSSING		Principal	Project Manager/EOR	Lead Civil Engineer	Senior Engineer II	Senior Engineer I	Project Engineer II	Project Engineer I	Design Engineer III	Design Engineer II	Design Engineer I	Senior Drafter	CAD Drafter	Survey Principle	Sr. Project Surveyor	Project Surveyor	Crew Chief	Instrument person	CAD Tech	Project Coordinator	Admin		
Item	SCOPE OF WORK	\$80.78	\$78.27	\$83.91	\$76.45	\$68.46	\$62.37	\$58.01	\$53.53	\$48.10	\$44.59	\$67.85	\$60.35	\$81.73	\$53.07	\$43.50	\$40.00	\$28.00	\$40.00	\$44.10	\$34.23		2,8319
1	PROJECT MANAGEMENT																						
1.00	Project Work Plan		10			20														10			\$7,343
1.10	Preparation of Contract Documents, Invoices, and Progress Reports		12			12														32			\$8,983
1.20	Coordination with Sub-consultants		40																	24			\$11,863
1.30	Coordination with City and WSDOT LP Staff		39																	12			\$10,143
1.40	Estimated Project Schedule		4			8																	\$2,438
1.50	Team Project Meetings		54	22		33	22																\$27,480
1.60	Meetings With Project Stakeholders		30			10																	\$8,588
1.70	PS&E Submittal and Contract Package Compilation		6			20						16											\$8,282
1.80	Risk Register		20																				\$4,433
1.90	Project and Document QA/QC	12	16									16											\$9,366
	Labor Subtotal:	12	231	22	0	103	22	0	0	0	0	32	0	0	0	0	0	0	0	78	0		\$98,918
	Reimbursables:																						\$228
2	SURVEYING																						
2.10	Field Control Survey Conventional and GPS													2	6		16	16					\$4,446
2.20	Utility Locates and Coordination														2		8						\$1,207
2.30	Topographic and UAV Survey																64	64					\$14,137
2.40	Prepare CAD Basemap													16	40	24			120				\$26,264
2.50	Exhibits and Descriptions for up to 10 Tasks													10	20	60							\$12,712
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	28	68	84	88	80	136	0	0		\$68,765
	Reimbursables:																						\$3,700
3	GEOTECHNICAL ENGINEERING																						
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0
	Reimbursables:																						
4	CIVIL ENGINEERING																						
4.10	NOT USED																						
4.20	Design Criteria			40			56														8		\$20,172
4.30	Roadway Modeling			40			120						80										\$44,373
4.40	Retaining Wall Evaluation			32			64						24										\$23,010
4.50	ROW Impacts			48			84						64										\$37,181
4.60	Storm Drainage																						
4.6.1	Evaluate Existing Conveyance System																						
4.6.2	Review Existing Information																						
4.6.3	Preliminary Alternative Evaluation																						
4.6.4	Technical Memorandum																						
4.6.5	Storm Facility Preliminary Estimate																						
4.70	Utilities																						
4.7.1	Prelim Storm Drain System Layout (Selected Alternative)																						
4.7.2	Storm Drain Details																						
4.7.3	Prelim Watermain System Layout																						
4.7.4	Watermain Details																						
4.7.5	Prelim Sanitary Sewer System Layout																						
4.7.6	Sanitary Sewer Details																						
4.7.7	Roadway Sections/Layout																						
4.7.8	not used																						
4.7.9	Standard Legend and Symbols																						
4.7.10	Acquire As Builts and Recorded Surveys																						
4.7.11	Review Franchise Utility As Builts and Locates																						
4.7.12	Review City Utility As Builts and Locates																						
4.7.13	Identify Utility Conflicts																						
4.7.14	Coordinate Utility Relocations/Meeting/Correspondence																						
4.80	30% Plans and Estimate																						
4.8.1	Plans			40			120						80										\$44,373
4.8.2	Estimated Construction Costs			16			24			24			4										\$11,994
	Labor Subtotal:	0	0	216	0	0	468	0	0	24	0	0	262	0	0	0	0	0	0	0	8		\$181,104
	Reimbursables:																						\$0

April 25, 2024		KPFF Consulting Engineers																				KPFF
156TH ST NE RR OVERCROSSING		Principal	Project Manager/EOR	Lead Civil Engineer	Senior Engineer II	Senior Engineer I	Project Engineer II	Project Engineer I	Design Engineer III	Design Engineer II	Design Engineer I	Senior Drafter	CAD Drafter	Survey Principle	Sr. Project Surveyor	Project Surveyor	Crew Chief	Instrument person	CAD Tech	Project Coordinator	Admin	
Item	SCOPE OF WORK	\$80.78	\$78.27	\$83.91	\$76.45	\$68.46	\$62.37	\$58.01	\$53.53	\$48.10	\$44.59	\$67.85	\$60.35	\$81.73	\$53.07	\$43.50	\$40.00	\$28.00	\$40.00	\$44.10	\$34.23	2.8319
5	STRUCTURAL ENGINEERING																					
5.10	Basis of Design		1			8					16											\$3,793
5.20	Develop Bridge Concepts		4			60					40											\$12,519
5.30	Bridge and Wall Costs for Alternatives		2			12					40											\$7,821
5.40	Bridge and Wall Drawings for Alternatives		4			30					60		60									\$24,534
5.50	Alternatives Workshop		12			24					24											\$10,343
5.60	Bridge Type, Size and Location Memo	8	8			24					40											\$13,307
5.70	Project Renderings		2			12						40									40	\$14,333
5.80	Plans and Estimated Construction Costs	8	8			48					80		128									\$44,888
5.90	Permitting Support		4			12																\$3,213
	Labor Subtotal:	16	45	0	0	230	0	0	0	0	260	40	188	0	0	0	0	0	0	0	40	\$134,750
	Reimbursables:																					
6	RIGHT-OF-WAY																					
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:																					
7	ENVIRONMENTAL DOCUMENTATION / PERMITTING																					
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:																					
8	CULTURAL RESOURCES SURVEY REPORT																					
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:																					
9	BNSF COORDINATION																					
9.10	BNSF Coordination		30		30																	\$13,145
	Labor Subtotal:	0	30	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$13,145
	Reimbursables:																					\$0
	Labor Sum:	28	306	238	30	333	490	0	0	24	260	72	440	28	68	84	88	80	136	78	48	\$486,682
	Reimbursable Sum:																					\$3,928
	TOTAL:																					\$490,610

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See pages that follow.

Exhibit D-1

Reichhardt & Ebe Engineering

Consultant Fee Summary
 Cost Plus Fixed Fee Consultant Agreement
156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
E VII	174.00	X	\$ 74.00	=	\$ 12,876.00
E V	16.00	X	\$ 57.50	=	\$ 920.00
EIV	250.00	X	\$ 51.00	=	\$ 12,750.00
E III	3.00	X	\$ 45.00	=	\$ 135.00
E I	66.00	X	\$ 35.00	=	\$ 2,310.00
T VII	4.00	X	\$ 53.50	=	\$ 214.00
T VI	4.00	X	\$ 45.00	=	\$ 180.00
T V	112.00	X	\$ 38.25	=	\$ 4,284.00
C V	4.00	X	\$ 40.00	=	\$ 160.00
C IV	0.00	X	\$ 32.00	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 33,829.00
Overhead (OH) Cost					
OH Rate x DSC of	151.28%	X	\$33,829.00	=	\$ 51,176.51
Fixed Fee (FF)					
FF Rate x DSC of	29.86%	X	\$33,829.00	=	\$ 10,101.34
<i>Direct Labor Subtotal</i>					\$ 95,106.85
Reimbursable Items					
Mileage	(## Miles x \$0.67/mile)			\$	-
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)			\$	-
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ -
GRAND TOTAL:					\$95,106.85

Exhibit D-1

RES Group Northwest

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Senior ROW Agent	30.00	X	\$ 72.00	=	\$ 2,160.00
Title 2	0.00	X	\$ -	=	\$ -
Title 3	0.00	X	\$ -	=	\$ -
Title 4	0.00	X	\$ -	=	\$ -
Title 5	0.00	X	\$ -	=	\$ -
Title 6	0.00	X	\$ -	=	\$ -
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 2,160.00
Overhead (OH) Cost					
OH Rate x DSC of	83.48%	X	\$2,160.00	=	\$ 1,803.17
Fixed Fee (FF)					
FF Rate x DSC of	29.86%	X	\$2,160.00	=	\$ 644.98
<i>Direct Labor Subtotal</i>					\$ 4,608.14
Reimbursable Items					
Mileage	(## Miles x \$0.67/mile)			\$	-
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)			\$	-
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ -
GRAND TOTAL:					\$4,608.14

Exhibit D-1

Widener

Consultant Fee Summary
 Cost Plus Fixed Fee Consultant Agreement
156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Project Manager	328.00	X	\$ 75.00	=	\$ 24,600.00
Senior Biologist	477.00	X	\$ 55.00	=	\$ 26,235.00
Project Biologist	1245.00	X	\$ 35.00	=	\$ 43,575.00
Title 4	0.00	X	\$ -	=	\$ -
Title 5	0.00	X	\$ -	=	\$ -
Title 6	0.00	X	\$ -	=	\$ -
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 94,410.00
Overhead (OH) Cost					
OH Rate x DSC of	118.84%	X	\$94,410.00	=	\$ 112,196.84
Fixed Fee (FF)					
FF Rate x DSC of	29.86%	X	\$94,410.00	=	\$ 28,190.83
<i>Direct Labor Subtotal</i>					\$ 234,797.67
Reimbursable Items					
Mileage	(3,732 Miles x \$0.67/mile)				\$ 2,500.44
Airfare	(Allowance)				\$ -
Per Diem	(Hotel + Meals @ \$#.## x # trips)				\$ -
Subcontract	(Sub Name & Task)				\$ -
(Blank)	(Allowance)				\$ -
<i>Subtotal</i>					\$ 2,500.44
GRAND TOTAL:					\$237,298.11

Exhibit D-1

Equinox Research & Consulting International

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Principal Investigator	6.00	X	\$ 55.00	=	\$ 330.00
Editor and Technical Specialist	2.00	X	\$ 55.00	=	\$ 110.00
Biological Anthropologist	0.50	X	\$ 40.00	=	\$ 20.00
Geoarchaeologist or other speci	0.00	X	\$ 40.00	=	\$ -
Senior Archaeologist 5	0.00	X	\$ 40.00	=	\$ -
Senior Archaeologist 4	0.00	X	\$ 38.00	=	\$ -
Senior Archaeologist 3	0.00	X	\$ 36.00	=	\$ -
Archaeological Historian	0.00	X	\$ 29.00	=	\$ -
Senior Archaeologist 2	8.00	X	\$ 34.00	=	\$ 272.00
Senior Archaeologist 1	0.00	X	\$ 33.00	=	\$ -
Historian	0.00	X	\$ 30.00	=	\$ -
Archaeologist 5	8.00	X	\$ 29.00	=	\$ 232.00
Archaeologist 4	24.00	X	\$ 28.00	=	\$ 672.00
Archaeologist 3	10.00	X	\$ 27.00	=	\$ 270.00
Archaeologist 2	0.00	X	\$ 26.00	=	\$ -
Archaeologist 1	0.00	X	\$ 25.00	=	\$ -
Archaeological Technician	24.00	X	\$ 24.00	=	\$ 576.00
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 2,482.00
Overhead (OH) Cost					
OH Rate x DSC of	156.18%	X	\$2,482.00	=	\$ 3,876.39
Fixed Fee (FF)					
FF Rate x DSC of	29.86%	X	\$2,482.00	=	\$ 741.13
<i>Direct Labor Subtotal</i>					\$ 7,099.51
Reimbursable Items					
Mileage	(## Miles x \$0.67/mile)			\$	-
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$.## x # trips)			\$	-
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ -

GRAND TOTAL:	\$7,099.51
---------------------	-------------------

Exhibit D-1

GeoEngineers

Consultant Fee Summary
 Cost Plus Fixed Fee Consultant Agreement
156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Principal	8.00	X	\$ 96.79	=	\$ 774.32
Associate	51.00	X	\$ 79.01	=	\$ 4,029.51
Senior Engineer/Scientist 1 and 2	16.00	X	\$ 74.52	=	\$ 1,192.32
Project Engineer/Scientist 1 and 2	106.00	X	\$ 58.67	=	\$ 6,219.02
Staff Engineer/Scientist 2 and 3	136.00	X	\$ 46.14	=	\$ 6,275.04
Senior Technician	36.00	X	\$ 33.98	=	\$ 1,223.28
CAD Designer	20.00	X	\$ 33.98	=	\$ 679.60
Administrative 2	37.00	X	\$ 38.13	=	\$ 1,410.81
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 21,803.90

Overhead (OH) Cost

OH Rate x DSC of	209.50%	X	\$21,803.90	=	\$ 45,679.17
------------------	---------	---	-------------	---	--------------

Fixed Fee (FF)

FF Rate x DSC of	29.86%	X	\$21,803.90	=	\$ 6,510.64
------------------	--------	---	-------------	---	-------------

Direct Labor Subtotal \$ 73,993.72

Reimbursable Items

Mileage	(750 Miles x \$0.67/mile)	\$ 502.50
Per Diem	(Hotel + Meals @ \$400 x 2 trips)	\$ 800.00
Laboratory Testing (Sieve Analy (16 tests @ \$150/test)		\$ 2,400.00
Laboratory Testing (Moisture Co (10 tests @ \$23/test)		\$ 230.00
Atterberg Limits	(4 tests @ \$210/test)	\$ 840.00
Laboratory Testing (Organic Cor (4 tests @ \$110/test)		\$ 440.00
Drilling Subcontractor	1 each	\$ 17,000.00
Test Pit/PITs Subcontractor	1 each	\$ 11,000.00
CPT Subcontractor	1 each	\$ 6,000.00
Soil Testing (CEC) Subcontract (4 tests @ \$200/test)		\$ 800.00
Piezoelectric Pressure Transducer (2 @ \$800 each)		\$ 1,600.00
(Blank)	(Allowance)	\$ -
<i>Subtotal</i>		\$ 41,612.50

GRAND TOTAL:	\$115,606.22
---------------------	---------------------

April 25, 2024		Reichhardt & Ebe Engineering											R&E
156TH ST NE RR OVERCROSSING		E VII	E V	E IV	E III	E I	T VII	T VI	T V	C V	C IV	Title 20	
Item	SCOPE OF WORK	\$74.00	\$57.50	\$51.00	\$45.00	\$35.00	\$53.50	\$45.00	\$38.25	\$40.00	\$32.00	\$0.00	2.8114
1	PROJECT MANAGEMENT												
1.00	Project Work Plan												
1.10	Preparation of Contract Documents, Invoices, and Progress Reports	8							4	4			\$2,544
1.20	Coordination with Sub-consultants												
1.30	Coordination with City and WSDOT LP Staff												
1.40	Estimated Project Schedule												
1.50	Team Project Meetings	32		20					4				\$9,955
1.60	Meetings With Project Stakeholders												
1.70	PS&E Submittal and Contract Package Compilation												
1.80	Risk Register												
1.90	Project and Document QA/QC												
Labor Subtotal:		40	0	20	0	0	0	0	8	4	0	0	\$12,499
Reimbursables:													
2	SURVEYING												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
3	GEOTECHNICAL ENGINEERING												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
4	CIVIL ENGINEERING												
4.10	NOT USED												
4.20	Design Criteria												
4.30	Roadway Modeling												
4.40	Retaining Wall Evaluation												
4.50	ROW Impacts												
4.60	Storm Drainage												
4.6.1	Evaluate Existing Conveyance System	8		10					10				\$4,174
4.6.2	Review Existing Information	18		20		8			4				\$7,830
4.6.3	Preliminary Alternative Evaluation	36	2	48		20			24				\$19,244
4.6.4	Technical Memorandum	10		20					6				\$5,593
4.6.5	Storm Facility Preliminary Estimate	10	2	20		6			6				\$6,507
4.70	Utilities												
4.7.1	Prelim Storm Drain System Layout (Selected Alternative)	20	8	36		16	2		16				\$14,212
4.7.2	Storm Drain Details			2	1				2				\$628
4.7.3	Prelim Watermain System Layout	4	2	6		4	1		2				\$2,775
4.7.4	Watermain Details			2	1				2				\$628
4.7.5	Prelim Sanitary Sewer System Layout	6	2	8		6	1		4				\$3,890
4.7.6	Sanitary Sewer Details			2	1				2				\$628
4.7.7	Roadway Sections/Layout			2					4				\$717
4.7.8													
4.7.9	Standard Legend and Symbols			2					2				\$502
4.7.10	Acquire As Builts and Recorded Surveys	2		8					4				\$1,993
4.7.11	Review Franchise Utility As Builts and Locates	2		8					2				\$1,778
4.7.12	Review City Utility As Builts and Locates	2		6									\$1,276
4.7.13	Identify Utility Conflicts	2		10		4		4	6				\$3,395
4.7.14	Coordinate Utility Relocations/Meeting/Correspondence	8		8		2			4				\$3,438
4.80	30% Plans and Estimate												
4.8.1	Plans			4					4				\$1,004
4.8.2	Estimated Construction Costs	6		8									\$2,395
Labor Subtotal:		134	16	230	3	66	4	4	104	0	0	0	\$82,607
Reimbursables:													
5	STRUCTURAL ENGINEERING												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
6	RIGHT-OF-WAY												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
7	ENVIRONMENTAL DOCUMENTATION / PERMITTING												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
8	CULTURAL RESOURCES SURVEY REPORT												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
9	BNSF COORDINATION												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
Labor Sum:		174	16	250	3	66	4	4	112	4	0	0	\$95,107
Reimbursable Sum:		\$0											
TOTAL:		TOTAL:											\$95,107

April 23, 2024		RES Group Northwest		RESGNW
156TH ST NE RR OVERCROSSING		Senior ROW Agent	Title 20	
Item	SCOPE OF WORK	\$72.00	\$0.00	2.1334
1	PROJECT MANAGEMENT			
1.00	Project Work Plan			
1.10	Preparation of Contract Documents, Invoices, and Progress Reports			
1.20	Coordination with Sub-consultants			
1.30	Coordination with City and WSDOT LP Staff			
1.40	Estimated Project Schedule			
1.50	Team Project Meetings			
1.60	Meetings With Project Stakeholders			
1.70	PS&E Submittal and Contract Package Compilation			
1.80	Risk Register			
1.90	Project and Document QA/QC			
Labor Subtotal:		0	0	\$0
Reimbursables:				
2	SURVEYING			
Labor Subtotal:		0	0	\$0
Reimbursables:				
3	GEOTECHNICAL ENGINEERING			
Labor Subtotal:		0	0	\$0
Reimbursables:				
4	CIVIL ENGINEERING			
Labor Subtotal:		0	0	\$0
Reimbursables:				
5	STRUCTURAL ENGINEERING			
Labor Subtotal:		0	0	\$0
Reimbursables:				
6	RIGHT-OF-WAY			
6.10	Property Acquisition	30		\$4,608
Labor Subtotal:		30	0	\$4,608
Reimbursables:				
7	ENVIRONMENTAL DOCUMENTATION / PERMITTING			
Labor Subtotal:		0	0	\$0
Reimbursables:				
8	CULTURAL RESOURCES SURVEY REPORT			
Labor Subtotal:		0	0	\$0
Reimbursables:				
9	BNSF COORDINATION			
Labor Subtotal:		0	0	\$0
Reimbursables:				
Labor Sum:		30	0	\$4,608
Reimbursable Sum:				\$0
TOTAL:		TOTAL:		\$4,608

April 23, 2024		Widener				WID
156TH ST NE RR OVERCROSSING		Project Manager	Senior Biologist	Project Biologist	Title 20	
Item	SCOPE OF WORK	\$75.00	\$55.00	\$35.00	\$0.00	2.4870
1	PROJECT MANAGEMENT					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
2	SURVEYING					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
3	GEOTECHNICAL ENGINEERING					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
4	CIVIL ENGINEERING					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
5	STRUCTURAL ENGINEERING					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
6	RIGHT-OF-WAY					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
7	ENVIRONMENTAL DOCUMENTATION / PERMITTING					
1.10	Design Assistance and Early Agency Coordination	40	60	16		\$17,061
1.20	Section 106 - APE	4	8	24		\$3,929
1.30	Noise Study	32	34	124		\$21,413
1.40	Biological Assessment	64	88	326		\$52,351
1.50	Environmental Justice	24		72		\$10,744
1.60	Wetland Delineation	40	80	200		\$35,813
1.70	Hazardous Materials Memo	20		56		\$8,605
1.80	NEPA CE	12		20		\$3,979
1.90	Hydraulic/Tribal Coordination Memo	20	36	66		\$14,400
1.10	Wetland & Riparian Mitigation Plan	24	40	104		\$19,001
1.11	Permitting					
1.11a	Permit Coordination	22	69	116		\$23,639
1.11b	Permit Applications	18	52	89		\$18,217
1.12	SEPA Checklist	8	10	32		\$5,645
Labor Subtotal:		328	477	1245	0	\$234,798
Reimbursables:						\$2,500
8	CULTURAL RESOURCES SURVEY REPORT					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
9	BNSF COORDINATION					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
Labor Sum:		328	477	1245	0	\$234,798
Reimbursable Sum:						\$2,500
TOTAL:						\$237,298

April 23, 2024		Equinox Research & ConsultingInternational								ERCI
156TH ST NE RR OVERCROSSING		Principal Investigator	Editor and Technical Specialist	Biological Anthropologist	Senior Archaeologist 2	Archaeologist 5	Archaeologist 4	Archaeologist 3	Archaeological Technician	
Item	SCOPE OF WORK	\$55.00	\$55.00	\$40.00	\$34.00	\$29.00	\$28.00	\$27.00	\$24.00	2.8604
1	PROJECT MANAGEMENT									
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
2	SURVEYING									
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
3	GEOTECHNICAL ENGINEERING									
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
4	CIVIL ENGINEERING									
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
5	STRUCTURAL ENGINEERING									
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
6	RIGHT-OF-WAY									
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
7	ENVIRONMENTAL DOCUMENTATION / PERMITTING									
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
8	CULTURAL RESOURCES SURVEY REPORT									
8.10	Cultural Resources/Section 106	6	2	1	8	8	24	10	24	\$7,100
Labor Subtotal:		6	2	0.5	8	8	24	10	24	\$7,100
Reimbursables:										
9	BNSF COORDINATION									
Labor Subtotal:		0	0	0	0	0	0	0	0	\$0
Reimbursables:										
Labor Sum:		6	2	1	8	8	24	10	24	\$7,100
Reimbursable Sum:										\$0
TOTAL:										\$7,100

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPFF Consulting Engineers
whose address is
1601 Fifth Avenue, Suite 1600, Seattle, WA 98101
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

KPFF Consulting Engineers

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: R2201-1

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

- ☒ Mayor
- ☐ Other

of the City of Marysville, and KPFF Consulting Engineers
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPFF Consulting Engineers

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

KPFF Consulting Engineers

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of February 8, 2024 Request for Proposals are accurate, complete, and current as of April 26, 2024

Firm: R2201-1

Title

Date of Execution***:

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: R2201-1

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: R2201-1

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: R2201-1

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

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

ITEM TYPE: Special Event Permit

AGENDA SECTION: **Consent**

SUBJECT: 2024 Strawberry Festival Permit

SUGGESTED ACTION: Recommended Motion: I move to approve the Strawberry Festival Permit for 2024.

SUMMARY: Maryfest has submitted the final permit request for the 2024 Strawberry Festival. Staff have reviewed with departments and recommend approval.

ATTACHMENTS:
[2024 Strawberry Festival Permit Final .pdf](#)



2024 Strawberry Festival Permit Proposal

Prepared for: City of Marysville

Prepared by: Maryfest, Inc.

We are very excited to be working with and promoting the City of Marysville and North Snohomish County.

TABLE OF CONTENTS

Sponsoring Organization Information	
Applicant Information	3
Organization	
History.....	4
Mission Statement.....	4
Legal Structure.....	4
Membership & Funding.....	4
Insurance/Advertising.....	5
Operations	
Portable Restroom Placement.....	6
Risk Management Plans.....	7
Evacuation Plans.....	7
Traveling Float Schedule.....	9
Events	
Events by Day.....	10
Event Contact Info.....	11-13
Requests for City Help	
Street Closures.....	14
Street Department Assistance.....	15
Public Works Assistance.....	16
Police Department Assistance.....	17
Fire Department Assistance.....	18
Parks and Recreation Department.....	19
Festival Event Maps.....	20
Emergency Event Evacuation/Disaster Maps/Street Closures.....	21

SPONSORING ORGANIZATION INFORMATION

Applicant / Sponsoring Agency

Sponsoring Agency: Maryfest Incorporated

Business Mailing Address: PO Box 855,
Marysville, WA, 98270

Business Physical Address: 5019 Grove St., Unit #103
Marysville, WA, 98270

Business Telephone: 360-659-7664

Business Fax: 360-651-9854

Website: www.maryfest.org

Tax Identification #: 23-7432611

Sponsoring Agency Officials of Record:

Name:	Gail Frost	Title: President
Telephone:	Cell: 206-777-5282	Work: 360-659-7664
Name:	Tom King	Title: Vice President
Telephone:	Cell: 425-238-0994	Work: 360-659-7664
Name:	Sean Siefert	Title: Secretary
Telephone:	Cell: 503-580-5911	Work: 360-659-7664
Name:	Karen Hammontree	Title: Treasurer
Telephone:	Cell: 425-870-1632	Work: 360-659-7664

ORGANIZATION

History:

Strawberry Festival has been a Marysville tradition since 1932. In 1974, Maryfest, Inc., the managing Corporation for the Marysville Strawberry Festival was formed.

Mission Statement:

Marysville Strawberry Festival provides a large summer festival every June, which provides scholarship opportunities for area students, supports community non-profits, and acts as a professional goodwill ambassador for the greater Marysville community and Washington State.

Legal Structure:

Maryfest, Inc. is a 501(c) 3 nonprofit organization as identified by the US Internal Revenue Service. Management of the Corporation is vested in the seven (7) Board of Directors. The Executive Officers and Board include the President, Vice President, Secretary, Treasurer, and Board Members. The Strawberry Festival is supported by Event Directors and Committee Members who are all non-paid volunteers residing in the City of Marysville and surrounding areas.

Membership and Funding:

Membership of Maryfest, Inc., shall be individuals, partnerships, corporations, associations, and firms of every type and description interested in promoting the community of Marysville. Membership fees are established and approved by the Board of Directors.

The Marysville Strawberry Festival is made possible through financial support received through corporate sponsorships, individual or corporate donations, and federal, county, and community grant programs.

INSURANCE / ADVERTISING

Insurance:

General Insurance coverage for Maryfest, Inc. and for all Strawberry Festival approved events are provided through NPIP, 451 Diamond Drive, Ephrata, WA., 98823, and Clear Risk Solutions

The local insurance agent for Maryfest, Inc.:

Farmers Insurance, Gus Calero Insurance Agent

1235 State Avenue

Marysville, WA, 98270

360-659-4114 or 425 493-7444

The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of \$2 million per occurrence and \$4 million aggregated per event during the Strawberry Festival for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period not less than twenty-four (24) hours following the completion of the festival event, including activities associated with the post-Festival activities required to complete all events. Additionally, a Certificate of Insurance is required for all motorized units/vehicles, equestrian units, and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc., and their employees and volunteers named as additional insured.

Our current policy covers Maryfest, Inc., from January 25th, 2024 through January 25, 2025 copy of coverage is attached to this application for the City of Marysville records.

Advertising:

Advertising for the promotion of the annual festival includes radio and Television promotions with local CBS affiliate KIRO TV (Ch 7). For the 2024 Strawberry Festival, Maryfest is allowing the Everett Herald to produce a Festival Program Guide, thus allowing for a larger distribution of festival content and business ad opportunities. Promotional ads will be placed in the Everett Herald, and various Sound Publishing newspapers throughout Puget Sound. Event Posters and rack cards will be locally printed and distributed throughout the North County communities and businesses. The Marysville Strawberry Festival Float trailer has been wrapped and serves as a traveling billboard throughout Washington, Oregon, and Canada as we attend our parades. Investments in the usage of social media platforms (Facebook, Instagram, etc.) will be quadrupled to reach a large demographic that utilizes social media as a means of communication.

OPERATIONS

Portable Restroom Placement:

Portable Restrooms are provided by **DTG Recycle**, 425-549-3000.

SATURDAY, June 22nd, 2024, a total of fifteen (15) **STANDARD RESTROOM UNITS** will be placed in the following locations:

- 2 on 78th, corner of the alley on the East side, under the billboard
- 2 on 76th Street, at Key Bank, across from the Grand Buffett on the sidewalk
- 2 across the street from O'Reilly's Auto Parts on the East side of State Ave
- 1 on Grove Street, next to Lady Bug coffee stand, NE corner, on the sidewalk
- 1 at the Monkey Bar, in front of the sign saying, "Nightly specials", SW corner on the sidewalk
- 2 at the corner of 10th SE corner, Union Bank sidewalk
- 2 at the Community Center, on the South Side of the Building.
- 2 at Totem Middle School- AWAY from the Rose Garden, close to the 7th, NE sidewalk
- 1 on 5th Street corner, NE Sidewalk

THURSDAY, June 20th, 2024 early morning delivered to Asbery Field, for the Market

- 12 Standard Restroom units
- 2 ADA Compliant unit
- 6 free-standing Sinks
- 1 Holding tank

THURSDAY, June 20th, 2024, one each delivered to 3rd Street and Columbia for the Trike Race and Car show.

- 2 Standard Restroom units
- 1 Standard Restroom unit delivered to Jennings Park Pickleball Courts placed by existing one

OPERATIONS, Continued

Risk Management Plans:

Maryfest, Inc. is currently working with the City of Marysville to develop and update all disaster preparedness plans for the 2024 Strawberry Festival. All evacuation and disaster plans will be approved and in place prior to June 1st, 2024.

In our updated plan, all events will have communication procedures regarding emergency response and actions.

Risk Assessment Manager:

Gail Frost

Cell: 206-777-5282

Evacuation Plans:

MARKET IN THE PARK Safety and Evacuation Plan:

1. Three (3) of four (4) gates are always open during market hours.
 - a. In case of Emergency and/or evacuation, Gate#4 (located at back of field on Quinn, SE corner) will be opened immediately.
2. In the event of a fire emergency the Market Crew will terminate all electrical power at main box located at North end of field if necessary.
3. Market Committee has a Certified Red Cross First Responder on site during operational hours.
 - a. If emergency requires 911 will be notified as soon as possible.
4. Two (2) fire extinguishers are located at the Market Office (NW corner of field), in the motor home at main gate on Alder.
5. In case of severe lightning or weather related event, Market shall be evacuated in an orderly manner, once field is evacuated, all gates will be closed and no one will be allowed in to field until weather permits and the all clear is given by Market Crew.
6. Please see attached map given to each vendor in welcome packet for emergency exits (See map appendix G).

**In the event of any emergency situation, market staff will notify Emergency First Responders by dialing 911.

Parade Route Safety features and Evacuation Plan:

Special venue safety requirements and Evacuation Plans:

Beer Garden safety features and Evacuation Plan:

Carnival Site Safety Requirements and Evacuation Plan:

**Funtastic Carnivals Inc., is responsible for the confirmation and approval of emergency plans.

OPERATIONS, Continued

Crowd Managers

We will have crowd managers at all events. Not fewer than two trained crowd managers, and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the events. Outdoor events with fewer than 1,000 persons in attendance shall not require crowd managers. Training for crowd managers shall be *approved* by Marysville Fire. Crowd managers will do the following:

1. Conduct an inspection of the area of responsibility and identify and address any egress barriers.
2. Conduct an inspection of the area of responsibility to identify and mitigate any fire hazards.
3. Verify compliance with all permit conditions, including those governing pyrotechnics and other special effects.
4. Direct and assist the event attendees in evacuation during an emergency.
5. Assist emergency response personnel where requested.
6. Other duties required by the *fire code official*.
7. Other duties as specified in the fire safety plan.

2024 Traveling Float Schedule:

Parades, 2024:

Daffodil	April 6th
Wenatchee Apple Blossom	May 4 th
Sequim	May 11th
Portland Starlight	June 1 st
Marysville Grand Parade	June 22nd
Everett Parade	July 4th
Olympia Capital Lakefair	July 15 th
Seattle SeaFair Torchlight	July 27 th
Penticton, BC	Aug 10th
Prosser	Sept 2nd
Leavenworth Autumn Leaf	Sept 28 th
Merrysville for the Holidays	Dec 7 th

EVENTS

Events by Day, 2024:

Tuesday, June 18th

12:00 noon to 2:00 p.m.	April Friesner royalty Scholarship Fund Luncheon Marysville Opera House, 1225 3 rd Street, Marysville
-------------------------	---

Thursday, June 20th

6:00 p.m. to 8:00 p.m.	Trike Race on 3 rd Street
4:00 pm to 8:00 p.m.	Beer Garden on Columbia Street
4:00 p.m. to 10:00 p.m.	Carnival- Marysville Middle School-athletic Field

Friday, June 21st

9:00 a.m. to 5:00 p.m.	Pickleball Tournament – Jennings Park
1:00 p.m. to 9:00 p.m.	Market- Totem Middle School- Asbery Field
4:00 p.m. to 10:00 p.m.	Carnival- Marysville Middle School-athletic Field
5:00 p.m. to 10:00 p.m.	Rotary Beer Garden – 7 th Street

Saturday, June 22nd

8:00 a.m. to 5 p.m.	Golf Tournament – Cedar Crest Golf Course
9:00 a.m. to 5 p.m.	Pickleball Tournament – Jennings Park
10:00 a.m. to 4:00 p.m.	Beanbag/Cornhole Tournament-Behind 5 Rights Brewery, 3 rd Street
12 noon to 11:00 p.m.	Carnival- Marysville Middle School-athletic Field
10:00 a.m. to 9:00 p.m.	Market- Totem Middle School- Asbery Field
9:30 a.m. to 10:00 a.m.	Rose-Planting Ceremony- Totem Middle School- on State
11:00 a.m. to 12:00 p.m.	Strawberry Shortcake Eating Contest- Asbery Field
5:00 p.m. to 9:00 p.m.	GRAND PARADE-Down State Ave from 76 th Street to Delta

Sunday, June 23rd

9:00 a.m. to 4:00 p.m.	Car show- 3 rd Street
1:00 p.m.to 6pm	Carnival- Marysville Middle School-athletic Field
10:00 a.m. to 5:00 p.m.	Market- Totem Middle School- Asbery Field

***Carnival hours are weather permitting if necessary.

EVENT CONTACT INFORMATION

Marysville Tulalip Chamber of Commerce Golf Tournament

Date: Saturday, June 22nd, 2024

Time: 8:00 a.m.-5:00 p.m.

Location: Cedarcrest Golf Course, 6810 84th St. NE, Marysville, WA, 98270

Contact: Gail Frost 206-777-5282

Pickleball tournament

Date: Friday June 21, 22, & 23rdth 2024

Time: 9:00 a.m.-5:00 p.m.

Location: Jennings Park

Contact: Randy Gritton 425-239-9651

April Friesner Scholarship Fund royalty Luncheon & Fashion Show

Date: Tuesday, June 18th, 2024

Time: 12 noon to 2:00 p.m.

Location: Marysville Opera House, 1225 3rd Street, Marysville, WA, 981270

Contact: Gail Frost 206 777-5282

Trike Race

Date: Thursday, June 20th, 2024

Time: 6:00 p.m. to 9:00 p.m.

Location 3rd Street between State and Third Street Books

Beer Garden – location Columbia Street

Contact: Sean Siefert 503-580-5911

Funtastic Carnival

Dates: Thursday, June 20th – Sunday, June 23rd, 2024

Time: Weather determines time

Location: Marysville Middle School

Contact: Funtastic Rob Rue 503-761-0989 or 503-519-8388

Local Contact: Gail Frost 206-777-5282

Market in the Park

Dates: Friday, June 21st- Sunday, June 23rd^h, 2024

Times: Friday: 2:00 p.m. to 9:00 p.m.

Saturday: 10:00 a.m. to 9:00 p.m.

Sunday: 10:00 a.m. to 5:00 p.m.

Location: Totem Middle School- Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275

EVENT CONTACT INFORMATION - Continued

Strawberry Shortcake Eating Contest

Date: Saturday, June 22nd

Time: 11:00 a.m. to 12:00 p.m.

Location: Totem Middle School- Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275

CP Wrestling

Date: Saturday, June 22nd

Time: 1:00 p.m. and 4:00 p.m. Weather permitting

Location: Totem Middle School-Asbery Field

Contact: Doug Buell 425-308-2716

Rose-Planting Ceremony

Date: Saturday, June 22nd

Time: 9:30 a.m. to 10:00 a.m.

Location: Totem Middle School along State Ave.

Contact: Gail Frost 206-777-5282

GRAND PARADE

Date: Saturday, June 22nd

Time: 5:00 p.m. to 9:00 p.m.

Location: Stave Avenue from 76th to Delta

Contact: Sean Siefert 503-580-5911

Gail Frost 206-777-5282

Seafair Lead Marshall – Vicky Hoyt 206-999-1592

VIP Transportation

Dates: Friday, June 21st to Saturday, June 22nd

Time: 5:30 p.m. to 10:00 p.m.

Location: State Avenue

Contact: Jay Kint 425-346-5064

Car Show

Date: Sunday, June 23rd

Time: 9:00 a.m. to 4:00 p.m.

Location: 3rd Street

Contact: Mikki Berkholder 425-238-8586

EVENT CONTACT INFORMATION - Continued**Beanbag/Cornhole Toss Tournament**

Date: Saturday, June 22nd

Time: 10:00 a.m. to 4:00 p.m.

Location: Alley behind 5 Rights Brewery on 3rd Street

Contact: Steve Smith 425-814-6034

Rotary Beer Garden

Dates: Friday, June 21st to Sunday, June 23rd. 2024

Times: Friday – 5 pm – 10 pm

Saturday – 12 pm – 9 pm

Sunday – 12 pm – 5 pm

Location: 7th Street, Alder to Quinn

Contact: Doug Buell 425 308-2716

REQUESTS FOR CITY HELP

Street Closures, 2024

Thursday, June 20th – 7th Street Closed from Quinn to Alder – Closed until Monday, June 23

Thursday, June 20 – 3rd Street Closed State to Alder

“NO PARKING AFTER 1:00 PM THURSDAY, JUNE 20th” Signs posted with Barricades on 3rd and Alder St for Trike Race

“NO PARKING AFTER 1:00 PM SATURDAY, JUNE 22nd” Signs posted with barricades on 5th and Delta.

“NO PARKING AFTER 6 AM SUNDAY, JUNE 23rd” Signs posted with Barricades on 3rd and Alder and between 2nd Street and 4th Street for Car Show

“NO PARKING AFTER 8 pm Wednesday, June 19th to SUNDAY, June 23rd” Signs posted with Barricades 7th Street from Alder to Quinn

Saturday, June 22ND

3:00pm. Rolling Close to start on 80th & State

Going South on State Avenue from 80th & Grove and Grove to 4th

76th St from State Ave to 43rd

6th Street to 10th from State Avenue to Columbia

6th Street to 9th from State Avenue to Delta

****Streets should be closed to all traffic with the exception of emergency vehicles and Festival officials. Special passes will be posted on all Festival vehicles. Copy of Street Closures attached (Appendix E). Sean Siefert 503-580-5911, Grand Parade Chair with Gail Frost 206-777-5282.**

Sunday, June 23rd

6:00 a.m. Close Third Street

4:00 -6:00 p.m. Reopen Third Street

Street Department Assistance, 2024:

In addition to the specific events below, street barricades are requested for all festival events requiring Street Closure signs (please see previous page). Maryfest, Inc., has already provided required signage to the City of Marysville, Public Works Department. Public Works is currently in the possession of signage for posting. If replacement/repair of signage is required, please contact Gail Frost at 206-777-5282.

May 1st, prior to Festival, until Monday, June 24

ALL FESTIVAL BANNERS TO BE HUNG UP

Wednesday, June 19th

MARKET: Barricade placed at back gate of Asbery Field on Quinn.

Wednesday June 19th

BEER GARDEN: Barricades after 8pm on 7th Street from Alder to Quinn

Beer garden will be setting up Thursday

Thursday, June 20th

4:30 p.m. to 8:00 p.m.

MARKET: Please drop off four (4) handicapped parking signs by 9:00 a.m.

Saturday, June 22nd

2:00 p.m. to End of event

GRAND PARADE: Please see street closures (Appendix E) to determine how many barricades are needed.

REQUESTS FOR CITY HELP, Continued

Public Works Assistance, 2024:

Sanitation Department

Thursday, June 20th- Sunday, June 23rd, 9:00 a.m.

Dumpsters for **MARKET**

4 dumpsters placed on corner of 7th & Alder next to fence

****Service is requested once per day in AM on all dumpsters**

Trash totes on 3rd Street for Trike Races – Pick up on Friday Morning

Saturday, June 22nd

GRAND PARADE:

Trash containers 1 1/2 block intervals on State Ave from 76th to 5th Street

Trash containers in 1 1/2 block intervals on 5th Street from State Ave. to Delta St.

Sunday, June 23rd

Trash totes on 3rd Street for Car Show – Pick up on Monday Morning

REQUESTS FOR CITY HELP, Continued

Police Assistance, 2024:

Saturday, June 22nd

Grand Parade: 2:00 p.m. to End of Event

Assistance with crowd control and street closures

Escort floats from 8th St and Beach (Near 10th Street School) to 80th Street to
School District Building

Need police car at end of parade to stop traffic interfering with end of parade

*Seafair Marshalls will assist in crowd control and at end of parade
(Vicky Hoyt 206-999-1592)

Market Security:

Private security will provide afterhours patrols. Security Firm contact will be given to the Marysville Police Department.

Dates and times contract security is provided:

Thursday, June 20th

Friday, June 21st

Saturday, June 22nd

***Hours for all three (3) nights: 9:00 p.m. to 6:00 a.m.

Carnival:

Carnival Manager will contact Marysville Police Department for any security needs. **Maryfest, Inc., is NOT responsible for Carnival security.**

REQUESTS FOR CITY HELP, Continued

Fire Department Assistance, 2024:

Saturday, June 22nd

2:30 p.m. to 3:30 p.m.

Grand Parade:

Fire Marshall requested at Marysville School District Administrative Offices for Float Inspections.

MARKET:

All food vendors and mobile food vendors will be required to have a fire inspection prior to Opening. They can contact the fire inspection line at 360-363-8525 to have the inspection Scheduled prior to the event. If any mobile food vendor has a current inspection from the Regional Fire Marshalls and Mobile Food Inspection Program, it will need to be displayed for the inspector.

Any Questions may be directed to the Fire Department by emailing: mfinspectors@mfdrrfa.org

Or by calling the inspection line at 360-363-8525.

Emergency Management Assistance, 2024

Leading up to the festival, City of Marysville Emergency Management is available to support event emergency preparedness planning.

Saturday, June 22nd

Grand Parade: 2:00 p.m. to End of Event

Support for event coordination and incident management

PARKS AND RECREATION DEPARMENT

Parks and Recreation Assistance, 2024

Thursday June 20th, 9:30 a.m.

Market: Usage from 8:00 a.m. Thursday, June 20th, to Sunday, June 23rd

10 to 12 picnic tables to be used in Food Court

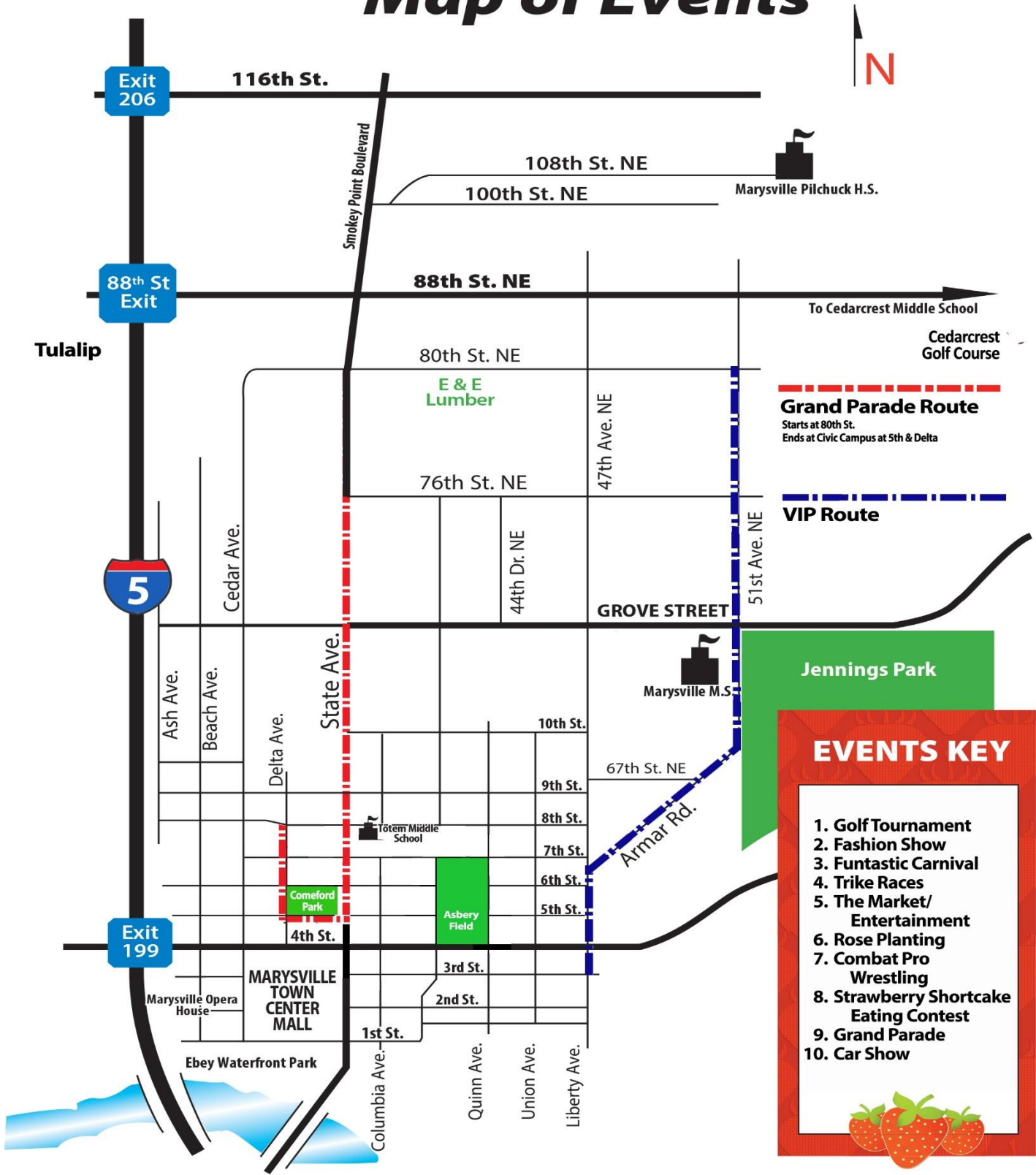
Electrical cord crossing guards

11 Electrical “spider” distribution boxes

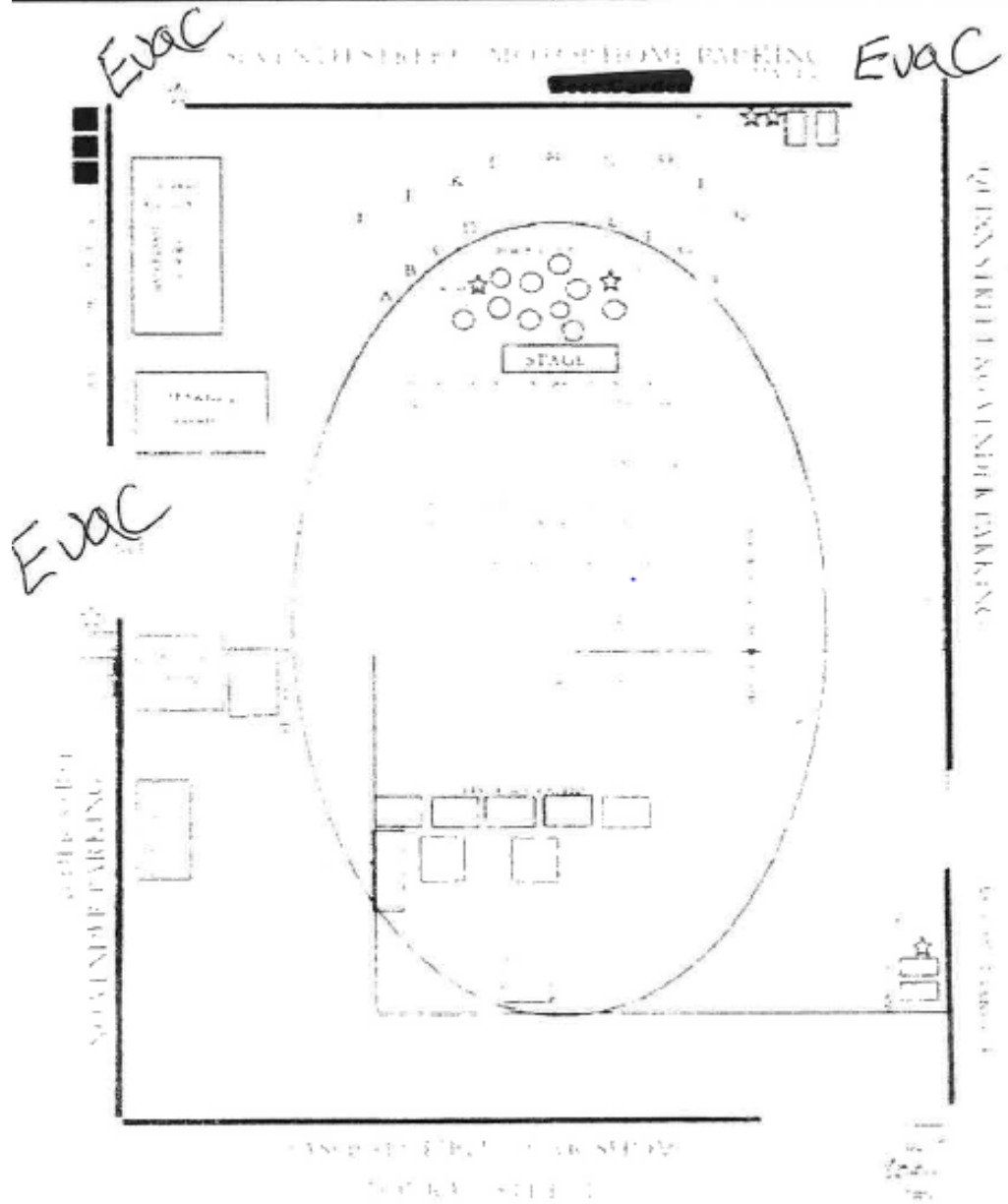
*****Special Conditions Exhibit A**

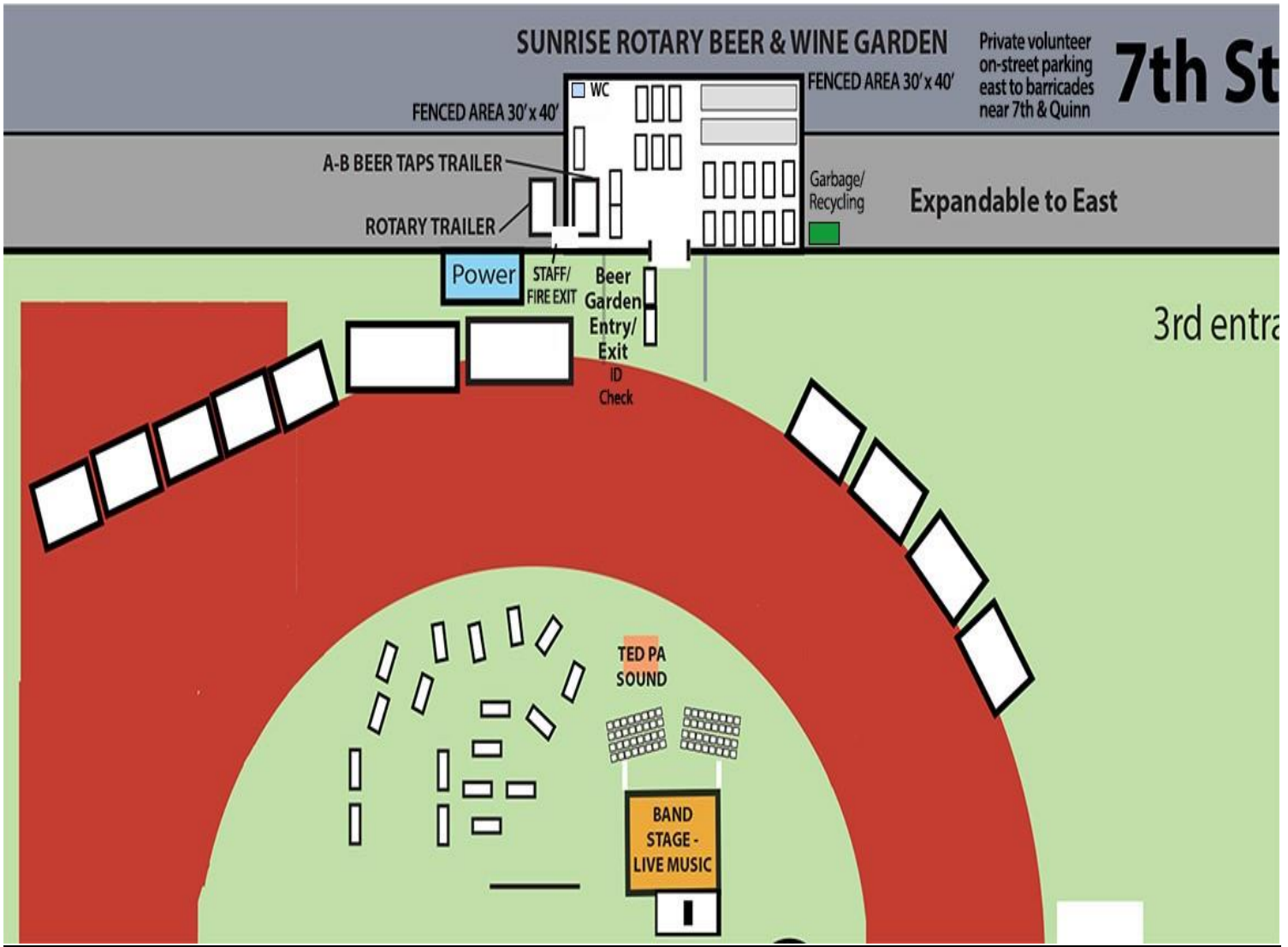
Beer and Wine Garden: If the Festival Applicant hosts or allows any vendor to operate a Beer and Wine Garden, the Festival Applicant and the vendor must show full compliance with all applicable applications, permits, insurance requirements, laws, regulations and codes within 15 days (time period) prior to the event

Map of Events



Market Evacuation Map







Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Real Estate

AGENDA SECTION: **Consent**

SUBJECT: Whiskey Ridge Sewer Lift Station - Property Deed

SUGGESTED ACTION: Recommended Motion: I move to accept ownership of the property described in the attached deed, which contains the recently constructed Whiskey Ridge Sewer Lift Station.

SUMMARY: A private developer recently constructed a sanitary sewer lift station along Densmore Road, which is expected to serve a previously unsewered area of Whiskey Ridge. The current property owner intends to record the attached deed, which will transfer ownership of the lift-station parcel to the City of Marysville.

ATTACHMENTS:

[Densmore Lift Station - Deed.pdf](#)

[Densmore Lift Station - Council Figure.pdf](#)

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
501 Delta Avenue
Marysville, WA 98270

STATUTORY WARRANTY DEED

Grantor: MAINVUE WA, LLC
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN TRACT 235 AND TRACT 244, SUNNYSIDE FIVE ACRE TRACTS, SNOHOMISH COUNTY, WA
Additional Legal on page: Page 3
Assessor's Tax Parcel No(s): 005907-000-235-01 PTN, 005907-000-244-00 PTN

THE GRANTOR(S) MAINVUE WA, LLC, a Delaware limited liability company, for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **City of Marysville, a municipal corporation of the State of Washington**, the following described real estate, situated in the County of **Snohomish**, State of **Washington**.

See EXHIBIT A attached hereto.

SUBJECT TO: Easements, covenants, restrictions and reservations of record.

DATED this _____ day of _____, 20____.

MAINVUE WA, LLC
By: MainVue Homes, LLC, Member

By: _____
Name: Vanessa Normandin
Title: President

STATE OF _____)
)ss.
COUNTY OF _____)

On this day, before me personally appeared _____, to
me known to be the _____ of the corporation that
executed the within and foregoing instrument, and acknowledged said instrument to be the free
and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and
on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of _____
Residing at (city): _____
My commission expires: _____

EXHIBIT A

Legal Description

THAT PORTION OF TRACTS 235 AND 244, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 244, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF DENSMORE ROAD;

THENCE N02°44'18"E, ALONG SAID MARGIN, 232.05 FEET;

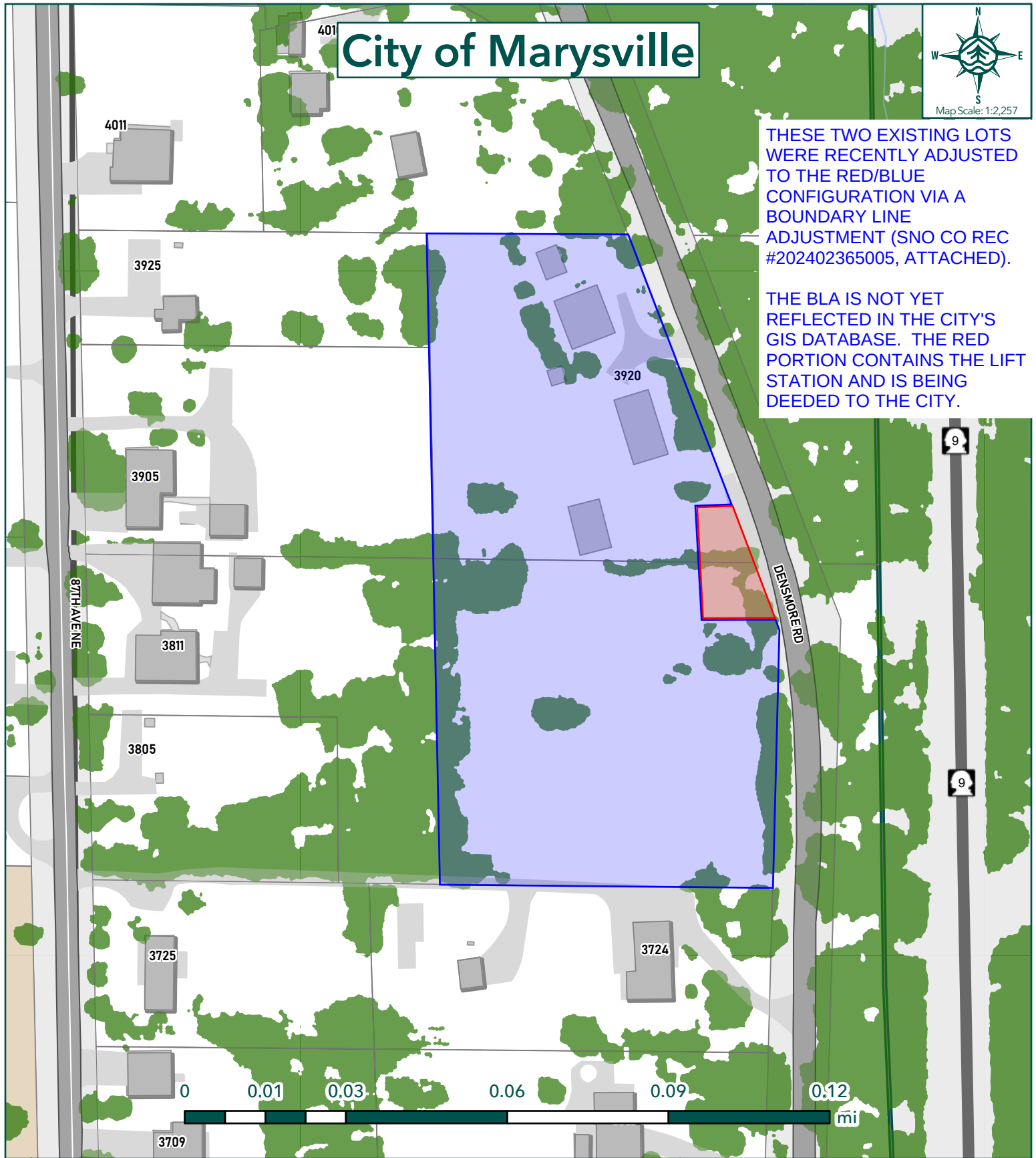
THENCE N19°55'42"W, ALONG SAID MARGIN, 28.42 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N19°55'42"W, ALONG SAID MARGIN, 113.64 FEET;

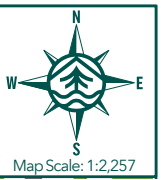
THENCE S89°45'07"W 34.70 FEET;

THENCE S00°14'53"E 107.00 FEET;

THENCE N89°45'07"E 72.97 FEET TO THE POINT OF BEGINNING.



City of Marysville



THESE TWO EXISTING LOTS WERE RECENTLY ADJUSTED TO THE RED/BLUE CONFIGURATION VIA A BOUNDARY LINE ADJUSTMENT (SNO CO REC #202402365005, ATTACHED).

THE BLA IS NOT YET REFLECTED IN THE CITY'S GIS DATABASE. THE RED PORTION CONTAINS THE LIFT STATION AND IS BEING DEEDED TO THE CITY.

- Legend**
- Site Addresses
 - MSVL Parcels



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Amendment to access agreement with Pacific Realty, Inc.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the amendment to the access agreement with Pacific Realty, Inc.

SUMMARY: In August of 2023, the City entered into an agreement with Pacific Realty, Inc to allow them to use a portion of City-owned property as a staging area for an adjacent construction project. In return, Pacific Realty prepared a pad on the City property for the Street's Dept. to construct a sand/salt storage dome. Pacific Realty, Inc. is beginning work on another adjacent parcel, and has requested continued use of the staging area on the City parcel, as well as access to the west 50-ft of the City-owned parcel off of the newly constructed 156th St NE. This would allow them to continue utilizing an existing construction exit route to 152nd St NE that was previously stabilized to minimize track-out from the site to the public streets. Public Works sees this as a benefit, since the existing stabilized exit has been performing well. Pacific Realty, Inc. would be required to stabilize the disturbed portions of the City parcel at the conclusion of their construction.

ATTACHMENTS:

[mccw000 Access agreement Amendment 2024-05-02.pdf](#)
[Pac Realty Access Agreement \(Original\).pdf](#)

**FIRST AMENDMENT TO
ACCESS AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PACIFIC REALTY, INC.**

THIS FIRST AMENDEMNT (“First Amendment”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Pacific Realty, Inc., a Delaware corporation (“Pacific Realty”).

WHEREAS, the parties hereto have previously entered into an access agreement whereby the City granted Pacific Realty access to a portion of the property with an APN of 31053300100500 (the “City Property”) for use as a laydown/staging area (the “Original Agreement”), said Original Agreement being dated August 14, 2023; and

WHEREAS, Pacific Realty desires additional access to the City Property along the westerly 50 feet of the northerly 800 feet of the City Property, to be used as a one-way haul route; and

WHEREAS, Pacific Realty desires the additional access to the City property in support of grading activity that is intended on the property with an APN of 31053300100700; and

WHEREAS, the City desires to grant access to Pacific Realty for the above-described haul route, as it will reduce truck use of an adjacent roadway, will divert truck traffic to an already-stabilized route, and will reduce mud runoff onto the adjacent roadways; and

WHEREAS, both parties desire to supplement the Original Agreement, by granting Pacific Realty additional access rights with regards to the haul route.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. A new Section 1.1 shall be incorporated into the Original Agreement, which shall read as follows:

Pacific Realty may use the westerly fifty feet (50’) of the northerly eight hundred feet (800’) of the City Property as a one-way haul route for trucks entering the City Property from the adjacent roadway. A depiction of this area (as well as depiction of the truck route) is shown in Exhibit A-1. This area shall be considered as part of the “Premises” as defined in Section 1, and all rights and obligations with regards to the Premises shall also apply to this area. Prior to any grading activity, Pacific Realty shall obtain a grading permit.

2. Exhibit A-1 is attached hereto and made part of this First Amendment, and a part of the Original Agreement.

3. Section 9 is modified as follows:

Upon termination of the Agreement, Pacific Realty shall promptly and peacefully surrender the Premises, together with all keys, to City in as good condition as when received by Pacific Realty from City or as thereafter improved, reasonable wear and tear and insured casualty excepted. This obligation shall include restoring and stabilizing disturbed portions of the Premises (or any other portion of the City Property that is disturbed due to activities of Pacific Realty) to substantially the same condition as prior to the effective date of the Agreement.

4. Each and every provision of the Original Agreement dated August 14, 2023, shall remain in full force and effect, except as modified herein.

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

Pacific Realty, Inc.

By _____
Name:
Its:

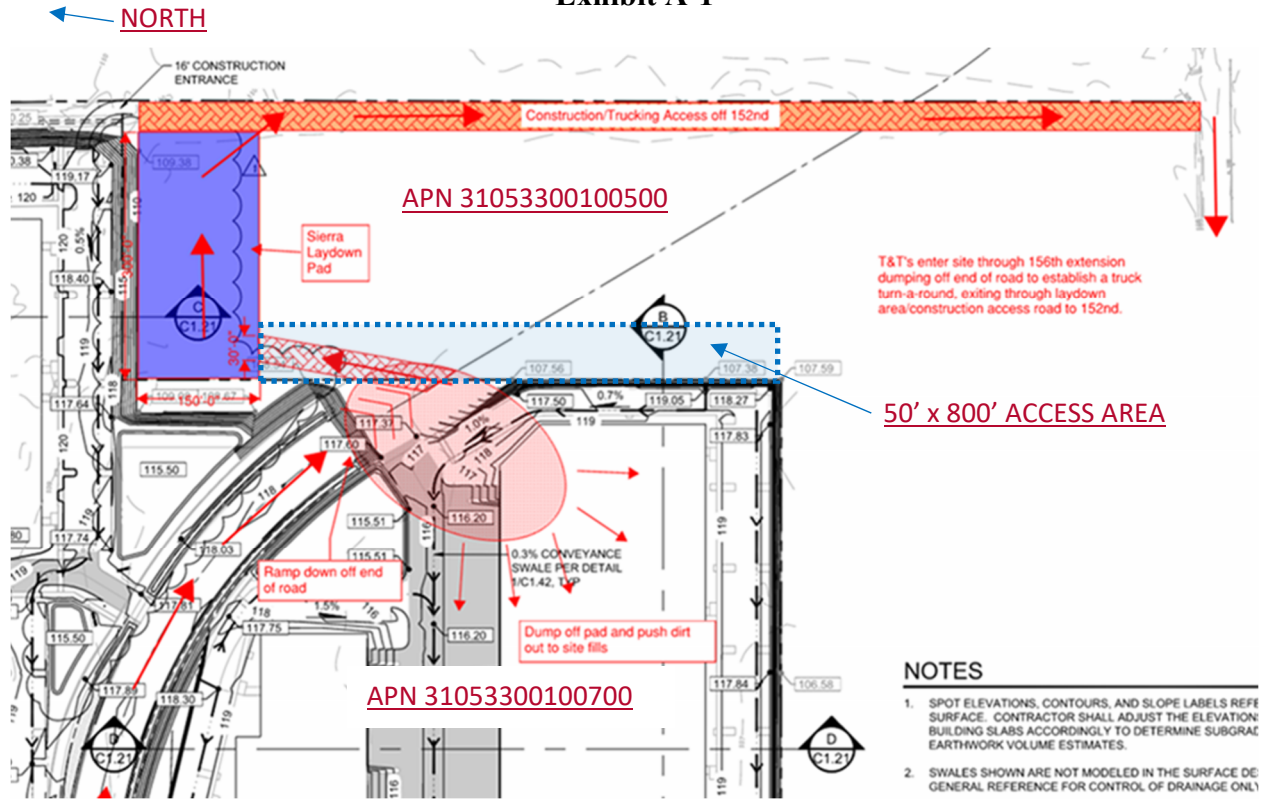
ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Exhibit A-1



ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the “Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and Pacific Realty, Inc., a corporation organized under the laws of the state of Delaware, located and doing business at 15350 SW Sequoia Pkwy #300, Portland, OR, 97224 (“Pacific Realty”).

WHEREAS, Pacific Realty is the owner of the property commonly known as 15908 47TH Avenue NE, Marysville, WA (APN 31052800400300) (the “Pacific Realty Property”); and

WHEREAS, the City owns the property with an APN of 31053300100500 (the “City Property”); and

WHEREAS, the City Property is located to the south of the Pacific Realty Property; and

WHEREAS, Pacific Realty is developing the Pacific Realty Property, and desires to use a portion of the City Property as a laydown and staging area; and

WHEREAS, the City desires for a portion of its property to be cleared and established as a building pad for its own future use; and

NOW, THEREFORE, the City and Pacific Realty agree as follows:

1. **Laydown/Staging Area.**

Pacific Realty may use that portion of the City Property identified on **Exhibit A** (the “Premises”) as a laydown/staging area for parking vehicles and equipment, storing materials, and temporary project trailer/office. No other uses are permitted without the written consent of the City. Pacific Realty will comply with all laws in its use of the Premises and is responsible for any utilities it desires to serve the Premises. No other portion of the City Property may be used by Pacific Realty except for as contemplated herein.

2. **Construction of Building Pad.**

In consideration for being allowed to use the laydown/staging area as contemplated in Section 1, Pacific Realty agrees that it will clear and construct a building pad on that portion of the City Property identified in **Exhibit B** (the “Building Pad”). Such construction will be completed by August 31, 2023, and in accordance with the specifications identified in **Exhibit C**. The City will inspect the Pacific Realty’s work upon notice from the Pacific Realty that such work is completed. In the event the City determines that the work is not in accordance with the specifications, the City will provide notice to the Pacific Realty of the deficiencies with the work, and the Pacific Realty will correct any such deficiencies.

3. **Term of Agreement.**

This Agreement will terminate upon the later of (a) Pacific Realty fully vacating the

ACCESS AGREEMENT – Page 1 of 7

Premises, or (b) completion of the Building Pad and acceptance by the City as contemplated in Section 2. In no event will the duration of this Agreement exceed eighteen months, unless otherwise agreed by the parties in writing.

4. Default; Termination.

In the event of a default of the terms of this Agreement, the non-defaulting party shall provide written notice to the defaulting party, which defaulting party shall have ten (10) days to correct the default. In the event the default is not corrected in that timeframe, the non-defaulting party may terminate this Agreement by providing written notice to the defaulting party.

5. Signs.

Pacific Realty shall obtain City's written consent as to size, location, materials, method of attachment, and appearance before installing any signs upon the Premises.

6. Insurance.

a. Insurance Term. Pacific Realty shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the activities contemplated herein (including without limitation use of the Premises and construction of the Building Pad) by Pacific Realty, its agents, representatives, or employees.

b. No Limitation. Pacific Realty's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of Pacific Realty 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. Pacific Realty'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. 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 Pacific Realty'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.

Pacific Realty 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 Pacific Realty Limits. If Pacific Realty 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 Pacific Realty, irrespective of whether such limits maintained by Pacific Realty 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 Pacific Realty.
- f. Other Insurance Provision. Pacific Realty'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 Pacific Realty's insurance and shall not contribute with it.
- g. Pacific Realty's Insurance for Other Losses. Pacific Realty shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Pacific Realty's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Pacific Realty, or Pacific Realty's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.
- h. Waiver of Subrogation. Pacific Realty 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. Pacific Realty 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 Pacific Realty before commencement of the work. Upon request by the City, Pacific Realty shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. Pacific Realty shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of Pacific Realty-provided insurance as set forth herein, except Pacific Realty shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Pacific Realty 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. Pacific Realty 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 Pacific Realty 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 Pacific Realty 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 Pacific Realty from the City.

7. Hold Harmless/Indemnification.

Pacific Realty shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of (a) Pacific Realty's use of Premises, or (b) from the conduct of Pacific Realty's business, or (c) from any activity, work or thing done, permitted, or suffered by Pacific Realty in or about the Premises, or (d) Pacific Realty's construction of the Building Pad, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Pacific Realty's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by Pacific Realty and City. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Waiver.

Pacific Realty understands and acknowledges that the Premises are not held out by the City as a storage facility and Pacific Realty acknowledges that the City does not guarantee the security of the property being stored. Pacific Realty agrees to assume full responsibility for and risk of property damage and releases the City, its officers, and employees from any responsibility or liability for loss and/or damage to property stored on the Premises.

9. Surrender.

Upon termination of the Agreement, Pacific Realty shall promptly and peacefully

surrender the Premises, together with all keys, to City in as good condition as when received by Pacific Realty from City or as thereafter improved, reasonable wear and tear and insured casualty excepted.

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

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

CITY OF MARYSVILLE

Ken McIntyre

501 Delta Avenue

Marysville, WA 98270

Notices to Pacific Realty shall be sent to the following address:

PACIFIC REALTY ASSOCIATES LP

Benjamin Chessar, PacTrust

15350 SW Sequoia Parkway, Suite 300

Portland, OR 97224

11. Counterparts.

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

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

PACIFIC REALTY, INC.,
a Delaware corporation

By: Jeffrey A. Oswald
~~J. Benjamin Chessar~~ JEFFREY A. OSWALD
Its: Vice President _____

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

City of Marysville



6/8/2023, 5:27:38 PM

- SnoCo 2022 Orthoimagery
- SnoCo Parcels
 - Red: Band_1
 - Green: Band_2
 - Blue: Municipality
- Right of Ways (ROW)

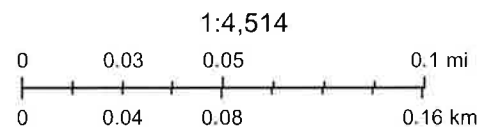
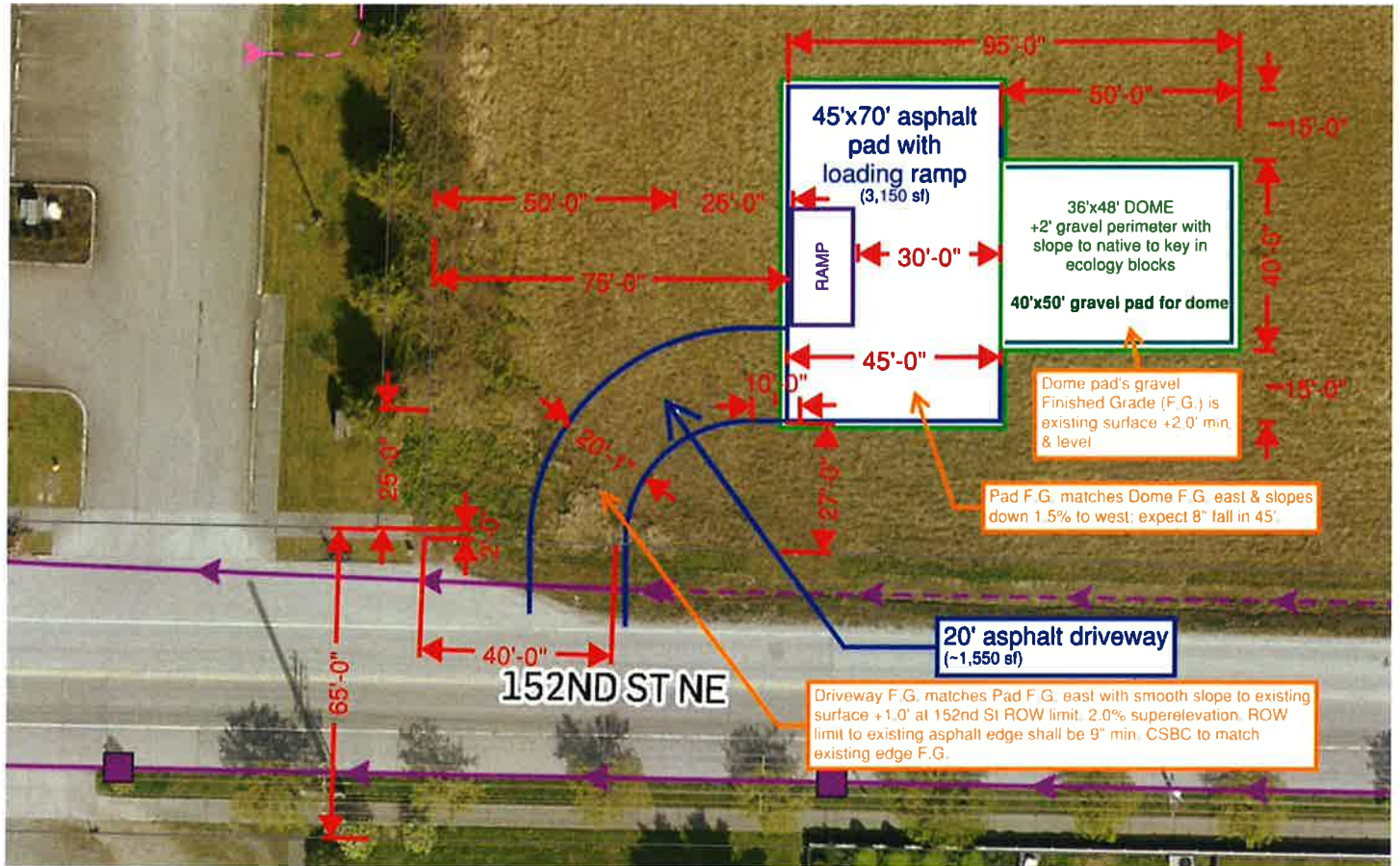


EXHIBIT A LAYDOWN PREMISES

EXHIBIT B



- A. All asphalt and dome will be placed by others (anticipated to be City forces; 6" total depth). All other work and materials will be procured and constructed consistent with this agreement and as detailed in this Exhibit.
- B. Grading will be performed and gravel base placement will result in the following generally consistent with EDDS Plan 3-202-004:
 - a. 3" minimum of compacted depth Crushed Surfacing Base Course (CSBC) at Finished Grade (F.G.) as shown.
 - b. 2' minimum perimeter of grading with CSBC at FG shall extend beyond the asphalt, dome perimeter, and driveway limits shown.
 - c. Compacted native, imported soils, or CSBC can otherwise be used to achieve FG.

EXHIBIT B BUILDING PAD



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:

May 13, 2024

SUBMITTED BY:

CAO Gloria Hirashima, Executive

ITEM TYPE:

Resolution

AGENDA SECTION:

New Business

SUBJECT:

A **Resolution** authorizing the Housing Authority of Snohomish County to operate within the city of Marysville.

SUGGESTED ACTION:

Recommended Motion: I move to approve Resolution No. _____.

SUMMARY:

The Housing Authority of Snohomish County (“HASCO”) was established in 1971 as a Housing Authority operating under RCW Chapter 35.82, and is authorized to operate throughout unincorporated Snohomish County. The City of Marysville does not have its own city housing authority within the city limits. RCW 35.82.070(13) provides that a housing authority may exercise its powers outside of its area of operation if the governing body of a city adopts a resolution declaring the need. HASCO has many properties within the City of Marysville, and has a long history of providing and maintaining affordable housing stock for Marysville residents. In fact, HASCO is a large provider of the city’s affordable housing, directly providing 376 units.

The following developments are owned and managed by HASCO and provide dedicated affordable housing stock to seniors, individuals and families making less than 80% of median income.

Property	Address	Total Units	Population	Restrictions	Year Acquired
Cedar Grove	7401 84th St NE	28	Family	All units under 80% AMI	1993

Ebey Arms	907 Columbia Ave	54	Family	All units under 80% AMI	2003
Valley Commons	6508 64th St NE	51	Family	All units under 80% AMI	1993
Westend	1350 Cedar Ave	133	Family	All units under 60% AMI	1997
Willow Run	4900 80th Str NE	84	Senior (62+)/Disabled	All units under 50% AMI	1996
West End 2	1356 Cedar Ave	26	Family	All units under 80% AMI	2019

HASCO has requested consideration of a citywide resolution to operate as a housing authority within the City limits. Completing real estate transactions sometimes requires timely and confidential negotiations, which creates uncertainty when each property requires separate action of the city governmental body to approve a resolution for HASCO to operate on the site. The citywide resolution would provide them with greater ability and confidence to negotiate property acquisitions within Marysville. Provision of affordable housing remains a priority in the City's comprehensive plan policies.

HASCO is required to comply with City zoning, comprehensive plan and development regulations like any other housing developer. They are required to meet applicable building and fire codes. As a result, this resolution simply offers them the same opportunities for negotiating property that are afforded to other public and privately owned housing developers acquiring property in the City. The majority of HASCO owned properties in Marysville were acquisitions of existing housing complexes within the City, as opposed to new construction. Our experiences has been that HASCO has acquired existing, sometimes older complexes and made improvements

Similar ILA's are in place with the cities of Snohomish, Lynnwood, Edmonds, Mountlake Terrace, and Stanwood.

As a public agency, we have found HASCO to be responsive to concerns and coordinate with the City on their proposed development as well as overall management of the complexes.

ATTACHMENTS:

[Resolution - HASCO.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, FINDING A NEED FOR THE HOUSING AUTHORITY OF
SNOHOMISH COUNTY TO OPERATE IN THE CITY OF MARYSVILLE AND
AUTHORIZING AN INTERLOCAL AGREEMENT.**

WHEREAS, the Housing Authority of Snohomish County (HASCO) was created by the
in 1971 to exercise its powers in unincorporated Snohomish County; and

WHEREAS, there is a shortage of safe or sanitary dwelling accommodations in the City
available to persons of low income at rentals they can afford; and

WHEREAS, there is a need for HASCO to operate in the City; and

WHEREAS, an interlocal agreement is appropriate to specify the powers to be exercised
by HASCO in the City; and

WHEREAS, authorizing HASCO to operate in the City will enhance public health and
safety.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF MARYSVILLE that HASCO is authorized to exercise the powers set forth in the interlocal
agreement attached as Exhibit A to this Resolution.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MARYSVILLE the Mayor is authorized to sign and execute the interlocal agreement attached as
Exhibit A to this Resolution.

ADOPTED by the City Council at an open public meeting this _____ day of
_____, 2024.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____

_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE
HOUSING AUTHORITY OF SNOHOMISH COUNTY SPECIFYING THE POWERS
THE HOUSING AUTHORITY OF SNOHOMISH COUNTY MAY EXERCISE IN THE
CITY OF MARYSVILLE**

1. The Housing Authority of Snohomish County (HASCO) was created 1971 to exercise its powers set forth in chapter 35.82 RCW in unincorporated Snohomish County.
2. The City of Marysville (City) and HASCO agree that HASCO is authorized to exercise its powers within the City except that HASCO will not have the power of eminent domain within the City.
3. **Purpose.** The purpose of this agreement is to enhance the availability of safe and sanitary housing at affordable rentals in the City.
4. **Duration.** This Agreement will remain in effect until terminated. Either party may terminate this Agreement by giving at least 60 days written notice of such termination to the other party, specifying the extent and effective date termination. Termination of this Agreement will not terminate the authority of HASCO to continue to operate existing housing projects and to complete new projects under development at the time of the notice of termination.
5. **No separate entity.** No separate legal entity is created by this interlocal agreement. The City and HASCO are separate public corporate bodies.
6. All property owned or subsequently acquired by the City or HASCO will remain the sole property of the City or HASCO. HASCO is solely responsible for financing any activities it undertakes in the City.
7. **Administration.** This Interlocal Agreement shall be administered by the representative of each party specified below. Any written notice required by terms of this Agreement shall be served or mailed as follows:

If to the City: Mayor
City of Marysville
501 Delta Ave.
Marysville, WA 98270

If to the Authority: Chief Executive Officer
The Housing Authority of Snohomish County
12711 4th Ave. W
Everett, WA 98204

Either party may change its Administrator at any time by delivering written notice.

SIGNATURE BLOCK



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Public Works Director Jeff Laycock, Public Works

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City Council of the City of Marysville, Washington, amending sections 14.07.080 and 17.07.100 of the Municipal Code to provide the availability of credit toward certain oversized capital improvement charges.

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

SUMMARY:

Section 14.07.080 of the municipal code currently provides for reimbursement for oversized water and sewer mains. This applies to water main over eight (8) inches and sewer main over ten (10) inches in diameter, and if the purpose of such oversizing is to provide for future extension and not just for the benefit of the adjacent property. The reimbursement is for the difference in material cost only and is issued in the form of direct payment at the time of acceptance by the City.

The changes proposed to section 14.07.080 of the municipal code is modified such that the reimbursement is in the form of credit against capital improvement charges only. In addition, the applicable water main size is increased to over twelve (12) inches and sewer main over ten (10) inches but less than eighteen (18) inches in diameter for oversizing. For sewer main equal to and over eighteen (18) inches in diameter, a credit for the full construction of such sewer main would apply. The reason for this is that this size of sewer main is generally identified in the sewer comprehensive plan as a trunk sewer for the purposes of providing capacity to serve a larger basin and construction of such comes at a much higher cost.

Furthermore, section 14.07.100 also provides for reimbursement or credit for construction of capital improvements of water, sewer and stormwater systems. This section is modified to only provide for credit.

ATTACHMENTS:

[Ordinance - Amend MMC 14.07.docx](#)
[14.07 Proposed.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTIONS 14.07.080 AND 14.07.100 OF THE
MUNICIPAL CODE TO PROVIDE AVAILABILITY OF CREDIT TOWARD
CERTAIN OVERSIZED CAPITAL IMPROVEMENT CHARGES.**

WHEREAS, the municipal code currently does not provide for availability of a credit against corresponding capital improvement charges for the construction of oversized water and sewer utilities, when those utilities would serve adjacent properties; and

WHEREAS, the City desires to amend its municipal code so that property owners can be granted a credit against corresponding capital improvement charges for the construction of oversized water and sewer utilities, when those utilities would serve adjacent properties; and

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

SECTION 1. Marysville Municipal Code section 14.07.080 is amended as set forth in **Exhibit A.**

SECTION 2. Marysville Municipal Code section 14.07.100 is amended as set forth in **Exhibit B.**

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

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

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

14.07.080 Reimbursement for oversized water and sewer mains. Credit towards capital improvement charges for oversized water and sewer mains

~~In all cases, the city engineer shall determine the size and depth of water and sewer mains connected to the city utility system. The determination shall be consistent with the city's comprehensive plan and the long-range objectives for the water and sewer utility. If a property owner/developer is required to install a water main with a diameter in excess of eight inches or a sewer main with a diameter in excess of 10 inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may reimburse the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such reimbursement shall be made except upon the following: complete installation of the water or sewer main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the water or sewer main to the city in accordance with MMC 14.03.420; submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC 14.03.430; certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the reimbursement by the city engineer. As an alternative to seeking reimbursement, the property owner/developer may request, and the city engineer may grant, a credit, in the amount of the reimbursement that may otherwise be available, against the corresponding capital improvement charges imposed under MMC 14.07.010. For example, if a water main is oversized, a credit may be granted against the water capital improvement charge imposed under MMC 14.07.010, but not the sewer capital improvement charge.~~

In all cases, the city engineer shall determine the size and depth of water and sewer mains connected to the city utility system. The determination shall be consistent with the city's comprehensive plan and the long-range objectives for the water and sewer utility.

The city engineer may grant the property owner/developer a credit against the corresponding capital improvement charges to be imposed against the property/project under MMC 14.07.010 for the purpose of constructing oversized water and sewer mains. The amount of any credit shall be the lesser of (a) the total costs incurred as described in (1), (2) and (3) below or (b) the total of all corresponding capital improvement charges to be imposed against the property/project. Any credit may only be applied to the corresponding capital improvement charges (i.e., construction of a water utility may be credited against water capital improvement charges but not sewer or storm water capital improvement charges).

- (1) If a property owner/developer is required to install a water main with a diameter in excess of twelve (12) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such credit shall be made except upon the following: complete installation of the water main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the water main to the city in accordance with MMC 14.03.420; submittal of bonding and proof of insurance as may be required by the city engineer in

accordance with MMC 14.03.430; certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the credit by the city engineer.

- (2) If a property owner/developer is required to install a sewer main with a diameter in excess of ten (10) inches but less than eighteen (18) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such credit shall be made except upon the following: complete installation of the sewer main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the sewer main to the city in accordance with MMC 14.03.420; submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC 14.03.430; certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the credit by the city engineer.
- (3) If a property owner/developer is required to install a sewer main with a diameter equal to or in excess of eighteen (18) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer an amount not to exceed the costs incurred to construct the sewer main. No such credit shall be made except upon the following: complete construction of the sewer project and approval of the same by the city engineer; submittal of a bill of sale and warranty for the sewer project to the city in accordance with MMC 14.03.420; submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC 14.03.430; certification of the sewer project's costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the infrastructure project costs by the city engineer; and approval of the credit by the city engineer.

EXHIBIT B

14.07.100 ~~Reimbursement for Credit towards~~ construction of capital improvements.

The city's comprehensive plan identifies certain future city infrastructure projects needed for continued efficient operation of its water, sewer, and storm water systems. In all cases, the city engineer shall determine the location and design of any infrastructure ~~projects project~~ connected to the city's water, sewer, or storm water systems. The city engineer's determination shall be consistent with the city's comprehensive plan and long-range objectives for the water, sewer, and storm water utilities. If a property owner/developer agrees to construct an infrastructure project identified in the city's comprehensive plan that provides water, sewer, or storm water system capacity greater than that needed to meet the needs of the property responsible for constructing the project, the city may:

~~(1) Reimburse the property owner/developer for an amount not to exceed the costs incurred in constructing the project; or~~

~~(2) Grant~~ grant the property owner/developer a credit against the corresponding capital improvement charges to be imposed against the property/project under MMC [14.07.010](#). The amount of any credit shall be the lesser of (a) the total costs incurred in constructing the project or (b) the total of all corresponding capital improvement charges to be imposed against the property/project. Any credit may only be applied to corresponding capital improvement charges (i.e., construction of a water project may be credited against water capital improvement charges but not sewer or storm water capital improvement charges).

No such ~~reimbursement or~~ credit shall be made except upon the following: complete construction of the infrastructure project and approval of the same by the city engineer; submittal of a bill of sale and warranty for the infrastructure project to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#) or [14.15.130](#); certification of the infrastructure project's costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the infrastructure project costs by the city engineer; and approval of the ~~reimbursement credit~~ by the city engineer.

Chapter 14.07 Fees and Charges and Reimbursements

14.07.080 Credit towards capital improvement charges for oversized water and sewer mains.

In all cases, the city engineer shall determine the size and depth of water and sewer mains connected to the city utility system. The determination shall be consistent with the city's comprehensive plan and the long-range objectives for the water and sewer utility.

The city engineer may grant the property owner/developer a credit against the corresponding capital improvement charges to be imposed against the property/project under MMC 14.07.010 for the purpose of constructing oversized water and sewer mains. The amount of any credit shall be the lesser of (a) the total costs incurred as described in (1), (2) and (3) below or (b) the total of all corresponding capital improvement charges to be imposed against the property/project. Any credit may only be applied to the corresponding capital improvement charges (i.e., construction of a water utility may be credited against water capital improvement charges but not sewer or storm water capital improvement charges).

- (1) If a property owner/developer is required to install a water main with a diameter in excess of twelve (12) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such credit shall be made except upon the following: complete installation of the water main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the water main to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#); certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the credit by the city engineer.
- (2) If a property owner/developer is required to install a sewer main with a diameter in excess of ten (10) inches but less than eighteen (18) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such credit shall be made except upon the following: complete installation of the sewer main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the sewer main to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#); certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the credit by the city engineer.
- (3) If a property owner/developer is required to install a sewer main with a diameter equal to or in excess of eighteen (18) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer an amount not to exceed the costs incurred to construct the sewer main. No such credit shall be made except upon the following: complete

construction of the sewer project and approval of the same by the city engineer; submittal of a bill of sale and warranty for the sewer project to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#); certification of the sewer project's costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the infrastructure project costs by the city engineer; and approval of the credit by the city engineer. (Ord. 3065 § 1, 2017; Ord. 2816 § 1 (Exh. A), 2010; Ord. 1434, 1985).

14.07.100 Credit towards capital improvement charges for construction of capital improvements.

 SHARE

The city's comprehensive plan identifies certain future city infrastructure projects needed for continued efficient operation of its water, sewer, and storm water systems. In all cases, the city engineer shall determine the location and design of any infrastructure project connected to the city's water, sewer, or storm water systems. The city engineer's determination shall be consistent with the city's comprehensive plan and long-range objectives for the water, sewer, and storm water utilities.

If a property owner/developer agrees to construct an infrastructure project identified in the city's comprehensive plan that provides water, sewer, or storm water system capacity greater than that needed to meet the needs of the property responsible for constructing the project, the city may grant the property owner/developer a credit against the corresponding capital improvement charges to be imposed against the property/project under MMC [14.07.010](#). The amount of any credit shall be the lesser of (a) the total costs incurred in constructing the project or (b) the total of all corresponding capital improvement charges to be imposed against the property/project. Any credit may only be applied to corresponding capital improvement charges (i.e., construction of a water project may be credited against water capital improvement charges but not sewer or storm water capital improvement charges).

No such credit shall be made except upon the following: complete construction of the infrastructure project and approval of the same by the city engineer; submittal of a bill of sale and warranty for the infrastructure project to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#) or [14.15.130](#); certification of the infrastructure project's costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the infrastructure project costs by the city engineer; and approval of the credit by the city engineer. (Ord. 3065 § 3, 2017).



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** to amend the 2023-2024 Biennial Budget for various purposes.*

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

SUMMARY: This is an Ordinance to amend the 2023-2024 Biennial Budget for various purposes.

ATTACHMENTS:

[05_13_24_BA_Ordinance final.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE
2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE
INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS AS
BUDGETED FOR IN ORDINANCE NO. 3239.

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

Section 1. Since the adoption of the 2023-2024 budget by the City Council on November 28, 2022, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2023-2024 budget. The following funds as referenced in Ordinance No. 3239 are hereby amended to read as follows:

Description		Revenue Adj	Expend Adj	Ending Fund Balance Adjustment
General Fund				
3	1049 Conceptual Design-New PW Building		14,833	(14,833)
1	County Grant MESH Reimbursement-County ARPA funds	476,645	-	476,645
3	Executive K Chennault - PT Funding		50,000	(50,000)
1	PD Grant First Responder Flex Funds-Snohomish County Human Services	10,295	10,295	-
3	City Streets Emergency Repair-47th Ave NE/Grove Street	-	20,000	(20,000)
3	Finance Senior Financial Analyst Funding		154,000	(154,000)
3	PD Corporal Promotions (4 FTE)	-	81,100	(81,100)
3	Carryover/Clerk GovQA and Carryover of unspent funds (Karpel)		50,400	(50,400)
3	NEW/GRANT Merryville for the Holidays-Lights	18,000	18,000	-
3	NEW/GRANT Strategic Marketing Plan inc to appropriation	15,000	15,000	-
3	NEW/GRANT Trails to Ales	10,000	10,000	-
1	Contribution Rotary Contribution-Senior Lunch	2,400	2,400	-
4	Parks Boat Launch Revenue	6,000	-	6,000
3	Court Reclass of Asst Court Administrator/Probation Officer		69,000	(69,000)
		538,340	495,028	- (43,313)
Tribal Gaming - Fund 104				
3	NEW Patrol Bicycles		25,000	(25,000)
3	NEW K9 Replacement		20,000	(20,000)
		-	45,000	- (45,000)
Hotel/Motel Tax - Fund 105				
3	GRANT/REIMB Various Grants Awarded-Tourism Funds		207,937	(207,937)
		-	207,937	- (207,937)
CDBG - Fund 109				
2	Carry over Cedar Field Funding, P2303		118,900	(118,900)
		-	118,900	- (118,900)
Transportation Benefit District - Fund 114				
1	Grant	460,300	460,300	-
4	Correction 2024 Overlay Budget incorrectly budgeted in Fund 305		2,500,000	(2,500,000)
3	New 2024 Additional Budget for Overlay		1,400,000	(1,400,000)
		460,300	4,360,300	- (3,900,000)
GMA-Streets - Fund 305				
1	WSDOT Grant 53rd and 61st Intersection (Sunnyside)	1,553,619	2,139,619	(586,000)
4	Correction 2024 Overlay Budget s/b in Fund 114		(2,500,000)	2,500,000
2	Carry over State Ave 104th to 116th (Phase 2)		2,865,428.79	(2,865,428.79)
3	NEW/Grant Rapid Flashing Beacon, TIB Funded	47,740	62,300	(14,560)
		1,601,359	2,567,348	- (965,989)
Parks Construction - Fund 310				
2	Carry over Cedar Field - CDBG	118,900	136,000	(17,100)
2	Carry over Comeford Park Landscaping, P2301		30,000	(30,000)
2	Carry over Jennigs Nature Park Improvements, P2203		400,000	(400,000)
3	NEW Strawberry Fields Improvements Addtl, P2201		263,294	(263,294)
3	NEW Strawberry Fields Playground, P2206		433,762	(433,762)
		118,900	1,263,056	- (1,144,156)
City Facilities - Fund 314				
2	Carry over Waterfront Redevelopment, 2342		206,717	(206,717)
2	Carry over Evidence Building, 2332		804,000	(804,000)
		-	1,010,717	- (1,010,717)

Section1 Continued

Water/Sewer Construction Fund - Fund 402			
2	Carry over	WWTP Chem Tank Replacement, S2303	195,000 (195,000)
2	Carry over	Effluent Flow Splitting, S2304	490,000 (490,000)
2	Carry over	WWTP near term improvements, S2101	1,930,000 (1,930,000)
2	Carry over	PW Admin Fac Plan	200,000 (200,000)
			- 2,815,000 - (2,815,000)
Solid Waste - Fund 410			
4	Correction	Water F150,Waste Trucks (Prev coded to Fund 401)	435,330 (435,330)
4	Correction	Fork Scale Weight (Prev coded to Fund 401)	43,361 (43,361)
	Total Solid Waste		- 478,691 - (478,691)
Golf Course - Fund 420			
3	New	Used Toro GM360 Equipment	21,000 (21,000)
			- 21,000 - (21,000)
Fleet Maintenance - Fund 501			
2	Carry over	Police Vehicles purchase, 2409	- 180,000 (180,000)
			- 180,000 - (180,000)
GRAND TOTAL		2,718,899	13,191,139 - (10,844,077)

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

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

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

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2023-2024 **Amendment Account Detail**

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 17,553,776	\$ 17,553,776	\$ -
General Fund	001	Revenue	59,525,261	60,063,601	538,340
General Fund	001	Expenditures	65,865,501	66,360,529	495,028
General Fund	001	Ending Fund Balance	6,119,550	6,162,863	43,313
Tribal Gaming Fund	104	Beginning Fund Balance	325,998	\$ 325,998	\$ -
Tribal Gaming Fund	104	Revenue	110,500	110,500	-
Tribal Gaming Fund	104	Expenditures	110,500	155,500	45,000
Tribal Gaming Fund	104	Ending Fund Balance	326,498	281,498	(45,000)
Hotel/Motel Tax	105	Beginning Fund Balance	325,998	\$ 325,998	\$ -
Hotel/Motel Tax	105	Revenue	110,500	110,500	-
Hotel/Motel Tax	105	Expenditures	110,500	318,437	207,937
Hotel/Motel Tax	105	Ending Fund Balance	326,498	118,561	(207,937)
CDBG	109	Beginning Fund Balance	-	\$ -	\$ -
CDBG	109	Revenue	354,000	354,000	-
CDBG	109	Expenditures	354,000	472,900	118,900
CDBG	109	Ending Fund Balance	-	(118,900)	(118,900)
Transp Benefit District	114	Beginning Fund Balance	5,147,782	\$ 5,147,782	\$ -
Transp Benefit District	114	Revenue	2,552,483	3,012,783	460,300
Transp Benefit District	114	Expenditures	1,975,000	6,335,300	4,360,300
Transp Benefit District	114	Ending Fund Balance	5,725,265	1,825,265	(3,900,000)
Streets Construction	305	Beginning Fund Balance	940,416	940,416	-
Streets Construction	305	Revenue	45,357,532	46,958,891	1,601,359
Streets Construction	305	Expenditures	43,991,668	46,559,016	2,567,348
Streets Construction	305	Ending Fund Balance	2,306,260	1,340,271	(965,989)
Park Construction	310	Beginning Fund Balance	1,506,513	1,506,513	-
Park Construction	310	Revenue	7,608,000	7,726,900	118,900
Park Construction	310	Expenditures	6,598,014	7,861,070	1,263,056
Park Construction	310	Ending Fund Balance	2,516,499	1,372,343	(1,144,156)
City Facilities	314	Beginning Fund Balance	15,712	15,712	-
City Facilities	314	Revenue	6,645,652	6,645,652	-
City Facilities	314	Expenditures	6,662,504	7,673,221	1,010,717
City Facilities	314	Ending Fund Balance	(1,140)	(1,011,857)	(1,010,717)
Garbage & Refuse	410	Beginning Fund Balance	3,823,705	3,823,705	-
Garbage & Refuse	410	Revenue	29,718,807	29,718,807	-
Garbage & Refuse	410	Expenditures	31,456,626	31,935,317	478,691
Garbage & Refuse	410	Ending Fund Balance	2,085,886	1,607,195	(478,691)
Wtr/Sewer Const Fund	402	Beginning Fund Balance	12,583,366	12,583,366	-
Wtr/Sewer Const Fund	402	Revenue	11,630,995	11,630,995	-
Wtr/Sewer Const Fund	402	Expenditures	13,030,000	15,845,000	2,815,000
Wtr/Sewer Const Fund	402	Ending Fund Balance	11,184,361	8,369,361	(2,815,000)
Golf Course	420	Beginning Fund Balance	988,592	988,592	-
Golf Course	420	Revenue	3,335,304	3,335,304	-
Golf Course	420	Expenditures	3,533,593	3,554,593	21,000
Golf Course	420	Ending Fund Balance	790,303	769,303	(21,000)
Fleet Services	501	Beginning Fund Balance	448,479	448,479	-
Fleet Services	501	Revenue	8,376,113	8,376,113	-
Fleet Services	501	Expenditures	8,461,688	8,641,688	180,000
Fleet Services	501	Ending Fund Balance	362,904	182,904	(180,000)

Net Increase/(Decrease) \$ (10,844,077)

EXHIBIT B – 2024 Compensation Grids

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2024

PAY CODE	TITLE	5% Increase									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 84,317 \$ 40.54	\$ 86,853 \$ 41.76	\$ 89,435 \$ 43.00	\$ 92,113 \$ 44.29	\$ 94,912 \$ 45.63	\$ 97,733 \$ 46.99	\$ 100,675 \$ 48.40	\$ 103,210 \$ 49.62	\$ 105,768 \$ 50.85	Annual Hourly
M113	Assistant Court Administrator Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 91,899 \$ 44.18	\$ 94,648 \$ 45.50	\$ 97,519 \$ 46.88	\$ 100,412 \$ 48.27	\$ 103,448 \$ 49.73	\$ 106,558 \$ 51.23	\$ 109,739 \$ 52.76	\$ 112,488 \$ 54.08	\$ 115,287 \$ 55.43	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I	\$ 98,666 \$ 47.44	\$ 101,632 \$ 48.86	\$ 104,692 \$ 50.33	\$ 107,800 \$ 51.83	\$ 111,054 \$ 53.39	\$ 114,378 \$ 54.99	\$ 117,845 \$ 56.66	\$ 120,763 \$ 58.06	\$ 123,775 \$ 59.51	Annual Hourly
M115	Administrative Services Supervisor Training & Community Outreach Administrator Fleet and Facilities Supervisor IT Services Supervisor Assistant Court Administrator	\$ 105,601 \$ 50.77	\$ 108,735 \$ 52.28	\$ 112,010 \$ 53.85	\$ 115,381 \$ 55.47	\$ 118,850 \$ 57.14	\$ 122,413 \$ 58.85	\$ 126,096 \$ 60.62	\$ 129,204 \$ 62.12	\$ 132,431 \$ 63.67	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Quality Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 112,991 \$ 54.32	\$ 116,362 \$ 55.94	\$ 119,853 \$ 57.62	\$ 123,441 \$ 59.35	\$ 127,148 \$ 61.13	\$ 130,973 \$ 62.97	\$ 134,896 \$ 64.85	\$ 138,266 \$ 66.47	\$ 141,710 \$ 68.13	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$ 118,609 \$ 57.02	\$ 122,174 \$ 58.74	\$ 125,832 \$ 60.50	\$ 129,610 \$ 62.31	\$ 133,533 \$ 64.20	\$ 137,502 \$ 66.11	\$ 141,638 \$ 68.10	\$ 145,178 \$ 69.80	\$ 148,813 \$ 71.54	Annual Hourly
M118	Engineering Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 124,565 \$ 59.89	\$ 128,271 \$ 61.67	\$ 132,122 \$ 63.52	\$ 136,091 \$ 65.43	\$ 140,204 \$ 67.41	\$ 144,389 \$ 69.42	\$ 148,717 \$ 71.50	\$ 152,447 \$ 73.29	\$ 156,251 \$ 75.12	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor	\$ 130,782 \$ 62.88	\$ 134,703 \$ 64.76	\$ 138,746 \$ 66.70	\$ 142,906 \$ 68.70	\$ 147,186 \$ 70.76	\$ 151,612 \$ 72.89	\$ 156,154 \$ 75.07	\$ 160,053 \$ 76.95	\$ 164,069 \$ 78.88	Annual Hourly
M120	Assistant City Engineer Economic Development Manager	\$ 137,310 \$ 66.01	\$ 141,423 \$ 67.99	\$ 145,656 \$ 70.03	\$ 150,056 \$ 72.14	\$ 154,553 \$ 74.30	\$ 159,192 \$ 76.53	\$ 163,973 \$ 78.83	\$ 168,063 \$ 80.80	\$ 172,270 \$ 82.82	Annual Hourly
M121	No Position	\$ 144,197 \$ 69.33	\$ 148,526 \$ 71.41	\$ 152,949 \$ 73.53	\$ 157,541 \$ 75.74	\$ 162,275 \$ 78.02	\$ 167,154 \$ 80.36	\$ 172,177 \$ 82.78	\$ 176,456 \$ 84.83	\$ 180,856 \$ 86.95	Annual Hourly
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 151,395 \$ 72.79	\$ 155,915 \$ 74.96	\$ 160,602 \$ 77.21	\$ 165,457 \$ 79.55	\$ 170,407 \$ 81.93	\$ 175,500 \$ 84.38	\$ 180,762 \$ 86.90	\$ 185,304 \$ 89.09	\$ 189,920 \$ 91.31	Annual Hourly
M123	Assistant Police Chief	\$ 166,532 \$ 80.06	\$ 171,529 \$ 82.47	\$ 176,672 \$ 84.94	\$ 181,980 \$ 87.49	\$ 187,408 \$ 90.10	\$ 193,052 \$ 92.81	\$ 198,840 \$ 95.60	\$ 203,813 \$ 97.99	\$ 208,907 \$ 100.44	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director	\$ 174,854 \$ 84.06								\$ 223,804 \$ 107.60	Annual Hourly
M125	Finance Director	\$ 183,606 \$ 88.27								\$ 234,997 \$ 112.98	Annual Hourly
M126	Police Chief City Attorney Public Works Director	\$ 192,788 \$ 92.69								\$ 246,762 \$ 118.64	Annual Hourly
M130	Chief Administrative Officer	\$ 208,357 \$ 100.17								\$ 266,697 \$ 128.22	Annual Hourly

CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2024

5% Increase											
PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 74,346	\$ 76,570	\$ 78,867	\$ 81,233	\$ 83,672	\$ 86,184	\$ 88,766	\$ 90,991	\$ 93,263	Annual Hourly
	Planning Technician	35.74	36.81	37.92	39.05	40.23	41.43	42.68	43.75	44.84	
	Confidential Legal Assistant										
	Computer Technician Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 78,794	\$ 81,186	\$ 83,601	\$ 86,112	\$ 88,695	\$ 91,325	\$ 94,099	\$ 96,441	\$ 98,858	Annual Hourly
	Probation Officer	\$ 37.88	\$ 39.03	\$ 40.19	\$ 41.40	\$ 42.64	\$ 43.91	\$ 45.24	\$ 46.37	\$ 47.53	
	Communications/Marketing Specialist Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 84,317	\$ 86,853	\$ 89,435	\$ 92,113	\$ 94,912	\$ 97,733	\$ 100,675	\$ 103,210	\$ 105,768	Annual Hourly
	Confidential Admin Associate	40.54	41.76	43.00	44.29	45.63	46.99	48.40	49.62	50.85	
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Intervention Specialist I										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
	Probation Officer										
N113	Associate Planner	\$ 91,899	\$ 94,648	\$ 97,496	\$ 100,412	\$ 103,425	\$ 106,558	\$ 109,739	\$ 112,488	\$ 115,287	Annual Hourly
	I.S. Analyst	\$ 44.18	\$ 45.50	\$ 46.88	\$ 48.27	\$ 49.73	\$ 51.23	\$ 52.76	\$ 54.08	\$ 55.43	
	Engineering Technician										
	Financial Analyst										
	GIS Analyst										
	Human Resource Specialist										
	Inspector II - Building										
	Inspector II - Construction										
	Executive Services Coordinator										
	NPDES Coordinator										
	Senior Communications Specialist/PIO										
	Community Intervention Specialist II										
N114	Crime & Intelligence Analyst	\$ 98,666	\$ 101,632	\$ 104,692	\$ 107,800	\$ 111,054	\$ 114,378	\$ 117,845	\$ 120,763	\$ 123,775	Annual Hourly
	Electronic Control Systems Administrator	\$ 47.44	\$ 48.86	\$ 50.33	\$ 51.83	\$ 53.39	\$ 54.99	\$ 56.66	\$ 58.06	\$ 59.51	
	Inspector III - Combo										
	Inspector III - Electrical										
	Planner Systems & Database Analyst										
N115	Assistant Building Official	\$ 105,601	\$ 108,735	\$ 112,010	\$ 115,381	\$ 118,850	\$ 122,413	\$ 126,096	\$ 129,204	\$ 132,431	Annual Hourly
	Civil Plan Review	\$ 50.77	\$ 52.28	\$ 53.85	\$ 55.47	\$ 57.14	\$ 58.85	\$ 60.62	\$ 62.12	\$ 63.67	
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer City Clerk										
N116	IS System Administrator	\$ 112,991	\$ 116,362	\$ 119,853	\$ 123,441	\$ 127,148	\$ 130,973	\$ 134,896	\$ 138,266	\$ 141,710	Annual Hourly
	Risk and Program Manager	\$ 54.32	\$ 55.94	\$ 57.62	\$ 59.35	\$ 61.13	\$ 62.97	\$ 64.85	\$ 66.47	\$ 68.13	

MPMA - COMMANDER PAY GRID 2024

4.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 160,134	\$ 164,931	\$ 169,881	\$ 174,987	\$ 180,248	\$ 184,734	\$ 189,350	Annual
	\$ 76.99	\$ 79.29	\$ 81.67	\$ 84.13	\$ 86.66	\$ 88.81	\$ 91.03	Hourly

MPOA - (OFFICERS & SERGEANTS)

January 1, 2024 Through December 31, 2024

5% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,883					
Police Officers	7,648	7,940	8,225	8,673	9,173	9,537
Police Corporal		10,395				
Police Sergeant	10,784	11,253				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)

January 1, 2024 - December 31, 2024

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,586	5,814	6,052	6,300	6,559	6,828	7,093
Custody Sergeant	8,347	8,547					
Custody Corporal	7,452	7,631					
Custody Officer	5,726	5,970	6,179	6,396	6,647	6,926	7,132



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 13, 2024
SUBMITTED BY:	Thomas Boydell, Executive
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Supplemental Agreement No. 5 to Professional Services Agreement between City of Marysville and Perteet Inc. for Riverwalk Environmental Services.*
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the supplemental agreement with Perteet.
SUMMARY:	Original contract dated April 12, 2023. Four prior amendments. Contract total is \$147,892 and term ending June 30, 2024. In this supplemental agreement, the total budget is increased by \$24,210 to a new total of \$172,102 and time extended through December 31, 2024. Budget and specific work items are added to several existing tasks (400, 500 and 600) and new task 800 added. This additional budget is within existing budget authority for Riverwalk Project Budget.

ATTACHMENTS:

[Supp. No. 5 - Perteet Marysville Riverwalk 4-30-2024 \(unsigned\).pdf](#)
[Original Contract for Reference.pdf](#)
[Supplemental No. 2 - Perteet, Inc. - Marysville Riverwalk - Waterfront Redevelopment.pdf](#)
[Supplemental No. 3 - Perteet.pdf](#)
[Supplemental No. 4 - Perteet.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 5 (“Supplemental Agreement No. 5”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Perteeet, Inc., a Washington State for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be added to by Exhibit A-5, attached hereto and by this references made part of this Supplemental Agreement No. 5, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on December 31, 2024.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$24,210.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$172,102.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$147,892.00
Supplemental Agreement No.1	\$24,210.00
Grand Total	\$172,102.00

4. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

DATED _____

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED this _____

PERTEET, INC.

By _____

Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**EXHIBIT A-5
SUPPLEMENTAL SCOPE OF SERVICES
City of Marysville
Riverwalk Brownfields Redevelopment
Supplement No. 5**

INTRODUCTION

The City of Marysville is continuing its efforts to develop a mixed-use center on the public works properties located at 60 State Avenue and 80 Columbia Avenue, along the Ebey Slough. Perteet staff have been assisting the City with site development planning and environmental permitting services to prepare the properties for private investment. This scope of services supplements Perteet's existing agreement with the City and extends the period of performance for the agreement until December 31, 2024.

The overall objective of this project is to fill the properties to proposed grades of greater than 13.5 feet and modifying existing site utilities to service filled properties. This phase of the project is funded solely through local funds and agency coordination on design or environmental review is limited to City departments and environmental permitting agencies (Ecology, Fish and Wildlife, the Army Corps, FEMA, and tribes).

As part of previous tasks under this agreement, Perteet has completed preliminary design and SEPA compliance documentation. These actions were necessary to submit permit applications for shoreline, critical area, floodplain, and cultural resource approvals. This supplement provides for the continuation of engineering needed to achieve City of Marysville grading permit submittal and review processes and to provide supplemental budget to extend existing tasks that require on-going technical or administrative effort. Specifically, this supplement:

- Extends the project period of performance through December 2024.
- Adds additional budget to Task 400 to provide on-going project management and administration between March 1, 2024 and December 2024. This includes \$1,681.25 in fees that have been incurred through the end of March but exceed our current authorized budget.
- Adds additional budget to Task 500 capture previous un-anticipated agency coordination and meeting requirements, and to provide continued coordination with permitting agencies and respond to comments on permit applications, public review and facilitate permit issuance.
- Adds additional scope and budget to Task 600 to prepare site exhibits based on the current grading plan and provide consultation to the City for decision making and

stakeholder outreach about modifying existing storm water, sanitary sewer, water, electrical, telephone, and gas utilities through the project area. This includes close coordination and review of required geotechnical engineering services provided through a separate contract with the City.

- Creates a new Task 800 and associated fee for MTCA compliance services, which will involve initial consultation on groundwater monitoring, monitoring well abandonment and technical requirements to ensure compliance with MTCA requirements. This includes effort to provide continued subject matter expertise for cleanup actions, purchase and sale negotiations, and environmental covenants.

This scope of services provides solely for consultation and responding to agency and City comments. It does not include the development of contract documents, engineering drawings for construction, the performance of field activities, or environmental testing and sampling. This scope of services also assumes filling of the site will occur in 2025 and that additional engineering services, not included in this scope of services, will be needed to complete construction documents and oversee site construction.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

SUPPLEMENTAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements. Other tasks identified in the original contract and supplements 1 through 4 are complete.

Task 400 – Project Administration

Task 500 – Environmental Permitting

Task 600 – Clearing and Grading Plans

Task 800 – MTCA Compliance Services

SUPPLEMENTAL SCOPE OF SERVICES DEFINED

Task 400 – Project Management and Administration (revised)

The Consultant will provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work elements include:

- Kick off meeting with City project manager, public works, engineering, and other invited City staff.
- Internal project team coordination.
- Routine communication with the Client.
- Six (6) project coordination meetings with the City project manager and invited staff.
- Submit monthly progress report and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions:

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will extend through December 31, 2024.

Deliverables:

- Meeting agendas and summaries of meeting notes/action items for each meeting.
- Invoices and progress reports

Task 500 – Environmental Permitting (revised)

Under the current scope of services, the Consultant has prepared and submitted permit applications to the Army Corps of Engineers (Corps), the Federal Emergency Management Agency (FEMA), the Washington Department of Fish and Wildlife (WDFW), the Washington Department of Ecology (Ecology), and the Washington Department of Archaeological and Historic Preservation (DAHP). This task extends the period of performance, provides additional budget for unanticipated effort responding to agency inquiries during February and March 2024, and provides additional level of effort to continue with agency coordination and responding to agency and public comments on permit documentation.

Assumptions:

- Permits are expected to be issued in Q3 2024.
- Consultant will support permit applications for:
 - WDFW Hydraulic Project Approval
 - Clean Water Act Section 404
 - National Historic Preservation Act Section 106 and Washington Governors Executive Order 21-02
 - FEMA Certified Letter of Map Revision
 - Clean Water Act Section 401 Water Quality Certification
 - Shoreline Substantial Development Permit
- This task provides budget for existing non-invoiced effort and for continued permit coordination for subject matter experts working on specific agency approvals.
- This task assumes two (1) on-site meetings with permitting agencies.
- City is responsible for all permit fees and permit signatures.

Deliverables:

- Written responses to comments received on permit documentation.
- Correspondence and meeting summaries of agency interactions regarding permit submittals.

Task 600 – Grading Plans, Specifications, and Estimate (revised).

The Consultant has prepared 30% engineering plans for the filling of the site. The Consultant will work with the Public Works Department to better define utility relocation and site access requirements. This information will be annotated onto current drawings to provide exhibits to support decisions on grading, drainage and utility improvements. This scope of services does not include advancing engineering drawings or specifications for permitting or construction. Those activities will occur in 2025.

Activities:

- Identify utility providers and utility impacts resulting from the proposed filling of the site.
- Review the environmental testing provided by the project Geotech and compare to Port findings to verify soils area clean.
- Integrate Geotech recommendations into the fill and grading plan. This will be in the form of notes. Standard details or additional engineering calculations will be part of next scope of services.
- Prepare up to five (5) exhibits to support City decision making and information sharing.
- Coordinate with geotechnical investigations to capture their findings and integrate recommendations into new exhibits.
- Collaborate with on-going flood hazard analyses being performed by the Public Works Department.

Assumptions:

- No potholing or field analysis is provided for in this scope of services. All utility decisions will be based on recent record of survey and City provided as-builts.
- The City will provide for utility agreements and easements as necessary to approve utility relocation with utility providers.
- City will verify the terms of all franchise agreements, including the responsibilities for relocations of franchise owned utilities.
- Attend two (2) meetings with utility providers to discuss relocation needs and constraints.
- The redesign and/or relocation of utilities including plans for construction will not be performed by the Consultant, and relocation plans prepared by the utility providers

(including the City's wastewater treatment system) will not be included in this project.

- This work element will be limited to the budget amount designated for this work element.

Deliverables:

- Agendas and meeting notes for utility provider coordination meetings.
- Exhibits showing proposed utility modifications.

Task 800 – MTCA Compliance Services

The Consultant will advise the City on groundwater monitoring, monitoring well abandonment and technical requirements to ensure the filling of the site achieves compliance with MTCA requirements. The Consultant will also provide continued subject matter expertise for cleanup actions, purchase and sale negotiations, and environmental covenants.

Activities:

- Meet with the City to confirm post filling groundwater monitoring requirements and identify the status of current monitoring wells to provide for long-term monitoring. Identify where new wells may be needed to achieve monitoring goals.
- Respond to City requests for environmental compliance for development discussions with potential developers. Attend three (3) meetings to provide subject matter expertise on MTCA compliance and contaminant management during construction.
- Prepare written summaries and clarifications to MTCA compliance questions.

Assumptions:

- All meetings will be virtual and organized by the City.
- City to prepare agenda and meeting summaries for developer meetings.
- This work element will be limited to the budget amount designated for this work element.

Deliverables:

- Written memorandum summarizing environmental requirements and clarifying developer questions on MTCA cleanup liabilities.



Project Marysville Riverwalk Brownfields Redevel Sup5 Contract Start Date 5/6/2024 Last Update date 4/29/2024
Client City of Marysville Contract End Date 12/31/2024 Perteeet Project No. 20230034.000055
PM Peter Battuello Contract Duration: 7 Months

Task	Director	Sr. Associate	Sr. Engineer / Mgr	Lead Engineer / Mgr	Civil Designer II	Lead Technician/Designer	Senior Planner	Senior Planner	Planner III	Sr Environmental Scientist/Mgr	Accountant	Total Hours	Labor Dollars
Task 400 - Project Administration	\$325.00	\$275.00	\$240.00	\$200.00	\$155.00	\$155.00	\$190.00	\$190.00	\$165.00	\$195.00	\$150.00		
Billing Rate	16.00										4.00	20.00	\$5,800.00
Total Task 400 - Project Administration	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	20.00	\$5,800.00
500 Permitting Services		4.00					8.00	6.00	10.00	12.00		40.00	\$7,750.00
Total 500 Permitting Services	0.00	4.00	0.00	0.00	0.00	0.00	8.00	6.00	10.00	12.00	0.00	40.00	\$7,750.00
600 Grading Plan	4.00		2.00	8.00	16.00	12.00						42.00	\$7,720.00
Total 600 Grading Plan	4.00	0.00	2.00	8.00	16.00	12.00	0.00	0.00	0.00	0.00	0.00	42.00	\$7,720.00
800 MTCA Compliance Services	6.00								6.00			12.00	\$2,940.00
Total 800 MTCA Compliance Services	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	12.00	\$2,940.00
Total Hours	26.00	4.00	2.00	8.00	16.00	12.00	8.00	6.00	16.00	12.00	4.00	114.00	
Total Dollars	\$8,450.00	\$1,100.00	\$480.00	\$1,600.00	\$2,480.00	\$1,860.00	\$1,520.00	\$1,140.00	\$2,640.00	\$2,340.00	\$600.00		\$24,210.00

Expenses:	
Travel - Allowable	40
Totals:	40

SUMMARY	
Direct Salary Cost	\$24,210.00
Fee %	\$0.00
Labor	\$24,210.00
Expenses	\$40.00
Subconsultants	\$0.00
CONTRACT TOTAL	\$24,250.00

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Perteeet, Inc., a Washington for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$4,535.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$61,535.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

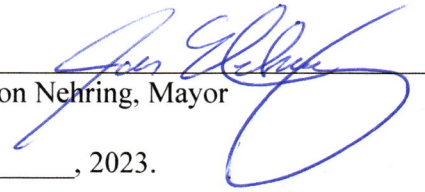
The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$57,000.00
Supplemental Agreement No.1	\$4,535.00
Grand Total	\$61,535.00

3. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

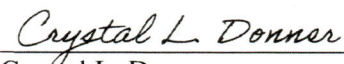
DATED this 6th day of July, 2023.

CITY OF MARYSVILLE

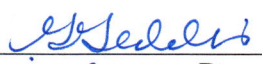
By 
Jon Nehring, Mayor

DATED this _____ day of _____, 2023.

PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Gaddis, Deputy City Clerk

Approved as to form:

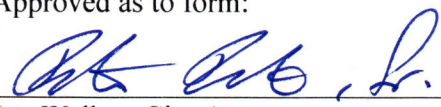

Jon Walker, City Attorney

EXHIBIT A-1
Scope of Services

INTRODUCTION

The City of Marysville is embarking on the mixed-use development of the Ebey Waterfront. The current project is envisioned to be a mix of multi-unit housing, tournament sports facilities, and a hotel that will be constructed on the current City public works yard at 80 Columbia Avenue and the former Interfor mill site, which is an adjacent parcel at 60 State Avenue. Perteet staff have been assisting the City with site master planning and environmental compliance strategies for the waterfront properties over the past several years. This scope of services provides for the continuation of environmental services and regulatory analysis to support the advancement of the planned development. The objective of this scope of services is to gather additional information about current environmental conditions and assist with development of risk and cost sharing approaches that help the City advance the waterfront development.

PROPOSED SCOPE OF SERVICES

Task 100 – Limited Field Investigation

For over 12 years, the City has been collaborating with the Washington Department of Ecology (Ecology) on cleanup actions for the former Interfor mill site (Figure 1). In 2023, the City commissioned a Phase I Environmental Site Assessment for the approximately 7.35-acre northern portion of Snohomish County parcel 3005330020010, currently identified as the public works property located at 80 Columbia Avenue, in Marysville, WA (PW Parcel). The findings of the Phase I identified additional studies were needed to accurately define the presence and extent of soil and groundwater contamination at the PW Parcel. In 2019, the City completed a remedial investigation of the adjacent Interfor mill site. That investigation included some assessment of conditions at the PW Parcel. Based on the findings of the two investigations and the City's desire to advance development discussions with interested investors, Perteet proposes to implement Limited Field Investigations (LFI)¹ of the PW Parcel to further define contamination that would need to be addressed during construction of the planned development. The objective of this task is to perform soil and groundwater testing and preparation of a report of conditions that can be used to support the development discussions with the private partners.

Work Elements:

- Prepare and submit LFI planning documents to include the Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), and Site-Specific Health and Safety Plan (HASP).
- Solicit vendors to include: a driller (Direct-Push geoprobe), field equipment/supplies, and analytical laboratory.
- Perform private utility locate to identify utilities within the work area.
- Drilling contractor, under the direction of the Consultant, will perform environmental sample collection using a Direct-Push geoprobe. The Consultant will collect samples from up to five locations as shown on Figure 1.
- Collect one composite soil sample and one groundwater sample from each boring location. Collect one sediment sample from between 0-6" bgs and collect one surface water sample from the ditches along the eastern and western property boundaries.

¹ Limited Field Investigations are defined by EPA as studies to help confirm remediation objectives.

- Analyze samples using an Ecology-certified laboratory. Samples will be analyzed as shown in Table 1. Anticipated depth to groundwater and analyses are based on information in the remedial investigation report.
- Conduct a groundwater flow assessment to better define groundwater depth and flow direction across the PW Parcel. This is needed to reconcile groundwater flow regimes between the PW Parcel and the Interfor mill site and better understand when groundwater might be encountered during site development. The Consultant will measure groundwater elevations in five existing groundwater wells shown on Figure 1. The City will provide excavation to install a new piezometer at the southern end of the public works yard. The excavation will extend to 12 feet and be completed as a piezometer with two-inch PVC pipe surrounded by coarse sand and covered with silt. The Consultant will coordinate for a flush mount surface seal to be installed.
- Prepare a summary report that describes the LFI findings and provides recommendations to support independent remedial actions that will be planned during construction of the development. The report will discuss sampling and analysis findings and identify the nature of contamination that would likely be encountered during construction of the development.

Table 1. Sampling Summary.

No.	Data Objectives	Media	Analytes
P1	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P2	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P3	Assess releases to floor drains or sumps.	Soil/Groundwater	Arsenic/TPH/Volatiles
P4	Assess soil conditions near maintenance and storage.	Soil	Metals/TPH/General Chemistry ² /TSS ³
P5	Assess groundwater conditions near salt and de-ice storage.	Groundwater	General Chemistry/Metals/TSS
MWBG-11	Assess groundwater conditions at downgradient end of PW yard.	Groundwater	General Chemistry/Metals/TPH/TSS
DITCH 1	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals
DITCH 2	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals

Assumptions:

- The City excavates/backfills the Piezometer well.
- Actions will be consistent with the independent remedial action approach presented to the City in December 2021 and March 2023
- LFI report will be completed within two weeks following receipt of final analytical reports.

Deliverables:

- Draft and Final Limited Field Investigation Report

² General Chemistry will be performed only on ground water samples and includes analyses for Chloride, Sulfate, Ammonia, Nitrate/Nitrite, Organic Carbon, Specific Conductance, Turbidity, Alkalinity, and Total Dissolved Solids

³ TSS (Total Suspended Solids) analysis will be performed only on groundwater samples.

Task 200 – Additional Environmental Services

The objective of this task is to provide environmental services in support of the City's discussions with developers and to support the permitting of the project.

Work Elements:

- The City is demolishing several buildings along the Marysville Riverwalk. The Consultant will provide qualified staff to verify hazardous materials abatement of four buildings being demolished by City crews. This will include on-site inspection of abatement areas prior to removal of hazard containment areas.
- Prepare shoreline permit documentation for City to submit for planning review. This will include application form, site plan (provided by City), and descriptions of the project and anticipated shoreline impacts.
- Provide technical consultation on regulatory issues and review developer environmental submittals in support of Purchase and Sale Agreements (PSAs).
- Prepare RFQ and assist the City oversee 'hot spot' removals from the Interfor property.
- Determine Area of Potential Effect (APE) and provide an archaeological review of the properties to identify the permitting requirements and construction constraints.
- Develop and submit a floodplain plan identifying the appropriate flood protection elevations and FEMA insurance obligations for developing the property. This plan will provide recommendations on advancing the project through a FEMA Conditional Letter of Map Revision (CLOMR) process [Conditional Letter of Map Revision \(CLOMR\) | FEMA.gov](#).
- Additional environmental services as requested by the Client in support of Marysville Riverwalk development.

Assumptions:

- The project is eligible under the Downtown Master Plan Planned Action EIS. No SEPA is required.
- Abatement verification of four buildings.
- Abatement verification confirms adequacy of abatement in a single site visit/inspection.
- This task includes just the preparation of shoreline documentation for the City. No effort beyond the application documents is provided for in this scope of services.
- Archeological review includes WISSARD review and preliminary consultation with affected tribes. No on-site archeological survey or data collection is provided for in this scope of services.
- Technical consultation and review of developer submittals is limited to the labor hours included in the task budget.
- Requests for additional services will be performed on a time and materials basis. Additional effort will be agreed to with the Client before implementing additional services.

Deliverables:

- Written verification that abatement was completed in accordance with specifications
- Completed Shoreline Substantial Development Permit application
- Floodplain plan to be submitted to the City
- Summary of archeological review to be submitted to the City
- Meeting summaries

Task 300 – MTCA Risk Assignment

The development of the Marysville Riverwalk will involve the entitlement of new parcels that are affected by contaminated groundwater and distinct areas of soil contamination. The objective of this task is to develop environmental risk and cleanup cost allocation approaches to support negotiations with private investors. This task will be performed by Mr. William Chapman with support from Perteet staff. Specific tasks include:

- Site visit to assess site conditions and discuss the regulatory and cleanup liability strategy proposed for the development.
- Develop preliminary approaches for assigning environmental risk through the PSA, during construction and through the life of the development.
- Develop a preliminary cost allocation approach for additional costs associated with handling, transporting, treating, and disposing of contaminated media encountered during construction.
- Assess the extent of cleanup cost associated with the development of each parcel entitled as part of the development.
- Support the City in negotiating risk assignment and cost allocation during purchase and sale period.

Assumptions:

- One site visit and regulatory strategy meeting.
- Preliminary approaches for risk and cost allocation will be based on other development contracts for similar projects.
- Up to six hours of negotiation support.
- City legal staff or outside counsel will prepare legal agreements.

Deliverables:

- Preliminary approach summaries
- Meeting notes and recommended responses to developer comments on cost and risk allocation terms

Task 400 – Project Administration

The objective of this task is to provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work Elements:

- Internal project team coordination
- Routine communication with the Client.
- Submit monthly progress reports and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions (applies to all tasks):

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee schedule. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will last for six months.

Deliverables:

- Monthly progress reports and invoices

Limitations

Perteet's services shall be limited to those expressly set forth in this scope of services. If the service is not specifically identified herein, it is expressly excluded. Perteet shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Scope of Services and any additional services authorized by amendment. Perteet reserves the right to shift funds within the contract between tasks, and between members of the Consultant Team during the prosecution of the work.

The proposed scope of work is designed consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The analyses and recommendations described in this scope of services are based on our review of available information at the time of preparing this scope of services. Therefore, the recommended work elements and associated fee estimate are based solely on the limits of information obtained and may be subject to change based on the revelation of new information that may come to light during the project.



ADDED SCOPE - June 8, 2023

Re: Supplement to Marysville Brownfield Redevelopment Services

A Professional Services Agreement (PSA) between City of Marysville (the City) and Perteet Inc. (Perteet) was entered into on April 12, 2023 for the continuation of environmental services and regulatory analysis to support the advancement of the planned waterfront development. Additional services **requested** beyond the approved scope of services in the original PSA to support the development discussions with the private partners. **Additional services were also required to meet the needs of the demolition team related to hazardous material abatement as described below:**

- Develop and submit a fill plan that will be used to inform the development team and provide a basis for the binding site plan and Shoreline Substantial Development Permit.
- Review and provide comments on development guidelines and environmental disclosures.
- Prepare the Environmental Disclosure document **to be used as part of Purchase and Sale agreements.**
- Additional meeting for June 14, 2023.
- Attend abatement pre-bid walk for the 60 State Avenue sites, reviewed asbestos surveys, sampled additional suspect ACM, submitted suspect ACM samples to the lab, consult with client on guidance for Universal Waste and CFC's, and provided client email summary and letter with results of suspect ACM to provide to contractors.
- An additional day of field effort required following drilling to sample groundwater due to insufficient water recharge at well locations.
- Installation of the Piezometer by Holocene (original contract identified the City "excavates/backfills the Piezometer well").

Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Supplement to Marysville Brownfield Redevelopment Services

Client: City of Marysville

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	6	\$310.00	\$1,860
Planner II	3	\$145.00	\$435
Lead Environmental Scientist/Manager	14	\$160.00	\$2,240
Total Hourly Costs	23		\$4,535.00

Reimbursables

<u>Expenses</u>	<u>Amount</u>
	\$
Total Expenses	0

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		\$	\$
Total In-House Costs			0

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
	\$		\$
Total Subconsultant Costs	0		0

Other

Management Reserve	\$0
Total Other Costs	\$ 0.00

Contract Total	\$4,535.00
-----------------------	-------------------

Prepared By: Andrea L Winder

Date: June 8, 2023

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and Perteet, Inc., a Washington for profit corporation incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 2707 Colby Aveune, Suite 900, Everett WA 98201 ("Consultant").

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

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the "Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

2. TERM. The term of this Agreement shall commence on April 12, 2023 and shall terminate at midnight on December 31, 2024. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Fifty-Seven Thousand Dollars (\$57,000)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT'S OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 INDEMNITY.

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

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

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

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

SM (City Initials)

CLD (Contractor Initials)

4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

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

4.10 EMPLOYMENT.

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

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

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
Gloria Hirashima, Chief Administrative Officer
501 Delta Avenue, Executive Department
Marysville WA 98270

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

PERTEET, INC.

Andrea Winder
2707 Colby Avenue
Everett, WA 98201

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this 10th day of April, 20 23

CITY OF MARYSVILLE

By

Jon Nehring
Jon Nehring, Mayor

DATED this 11th day of April, 20 23

CONSULTANT

By

Crystal L. Donner
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Gaddis, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

EXHIBIT A
Scope of Services

Scope of Services

Marysville Brownfields Redevelopment Services
for the Public Works Property

March 2023

City of Marysville

INTRODUCTION

The City of Marysville is embarking on the mixed-use development of the Ebey Waterfront. The current project is envisioned to be a mix of multi-unit housing, tournament sports facilities, and a hotel that will be constructed on the current City public works yard at 80 Columbia Avenue and the former Interfor mill site, which is an adjacent parcel at 60 State Avenue. Perteet staff have been assisting the City with site master planning and environmental compliance strategies for the waterfront properties over the past several years. This scope of services provides for the continuation of environmental services and regulatory analysis to support the advancement of the planned development. The objective of this scope of services is to gather additional information about current environmental conditions and assist with development of risk and cost sharing approaches that help the City advance the waterfront development.

PROPOSED SCOPE OF SERVICES

Task 100 – Limited Field Investigation

For over 12 years, the City has been collaborating with the Washington Department of Ecology (Ecology) on cleanup actions for the former Interfor mill site (Figure 1). In 2023, the City commissioned a Phase I Environmental Site Assessment for the approximately 7.35-acre northern portion of Snohomish County parcel 3005330020010, currently identified as the public works property located at 80 Columbia Avenue, in Marysville, WA (PW Parcel). The findings of the Phase I identified additional studies were needed to accurately define the presence and extent of soil and groundwater contamination at the PW Parcel. In 2019, the City completed a remedial investigation of the adjacent Interfor mill site. That investigation included some assessment of conditions at the PW Parcel. Based on the findings of the two investigations and the City's desire to advance development discussions with interested investors, Perteet proposes to implement Limited Field Investigations (LFI)¹ of the PW Parcel to further define contamination that would need to be addressed during construction of the planned development. The objective of this task is to perform soil and groundwater testing and preparation of a report of conditions that can be used to support the development discussions with the private partners.

Work Elements:

- Prepare and submit LFI planning documents to include the Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), and Site-Specific Health and Safety Plan (HASP).
- Solicit vendors to include: a driller (Direct-Push geoprobe), field equipment/supplies, and analytical laboratory.
- Perform private utility locate to identify utilities within the work area.
- Drilling contractor, under the direction of the Consultant, will perform environmental sample collection using a Direct-Push geoprobe. The Consultant will collect samples from up to five locations as shown on Figure 1.
- Collect one composite soil sample and one groundwater sample from each boring location. Collect one sediment sample from between 0-6" bgs and collect one surface water sample from the ditches along the eastern and western property boundaries.

¹ Limited Field Investigations are defined by EPA as studies to help confirm remediation objectives.

- Analyze samples using an Ecology-certified laboratory. Samples will be analyzed as shown in Table 1. analyzed. Anticipated depth to groundwater and analyses are based on information in the remedial investigation report.
- Conduct a groundwater flow assessment to better define groundwater depth and flow direction across the PW Parcel. This is needed to reconcile groundwater flow regimes between the PW Parcel and the Interfor mill site and better understand when groundwater might be encountered during site development. The Consultant will measure groundwater elevations in five existing groundwater wells shown on Figure 1. The City will provide excavation to install a new piezometer at the southern end of the public works yard. The excavation will extend to 12 feet and be completed as a piezometer with two-inch PVC pipe surrounded by coarse sand and covered with silt. The Consultant will coordinate for a flush mount surface seal to be installed.
- Prepare a summary report that describes the LFI findings and provides recommendations to support independent remedial actions that will be planned during construction of the development. The report will discuss sampling and analysis findings and identify the nature of contamination that would likely be encountered during construction of the development.

Table 1. Sampling Summary.

No.	Data Objectives	Media	Analytes
P1	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P2	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P3	Assess releases to floor drains or sumps.	Soil/Groundwater	Arsenic/TPH/Volatiles
P4	Assess soil conditions near maintenance and storage.	Soil	Metals/TPH/General Chemistry ² /TSS ³
P5	Assess groundwater conditions near salt and de-ice storage.	Groundwater	General Chemistry/Metals/TSS
MWBG-11	Assess groundwater conditions at downgradient end of PW yard.	Groundwater	General Chemistry/Metals/TPH/TSS
DITCH 1	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals
DITCH 2	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals

Assumptions:

- The City excavates/backfills the Piezometer well.
- Actions will be consistent with the independent remedial action approach presented to the City in December 2021 and March 2023
- LFI report will be completed within two weeks following receipt of final analytical reports.

Deliverables:

- Draft and Final Limited Field Investigation Report

² General Chemistry will be performed only on ground water samples and includes analyses for Chloride, Sulfate, Ammonia, Nitrate/Nitrite, Organic Carbon, Specific Conductance, Turbidity, Alkalinity, and Total Dissolved Solids.

³ TSS (Total Suspended Solids) analysis will be performed only on groundwater samples.

Task 200 – Additional Environmental Services

The objective of this task is to provide environmental services in support of the City's discussions with developers and to support the permitting of the project.

Work Elements:

- The City is demolishing several buildings along the Marysville Riverwalk. The Consultant will provide qualified staff to verify hazardous materials abatement of four buildings being demolished by City crews. This will include on-site inspection of abatement areas prior to removal of hazard containment areas.
- Prepare shoreline permit documentation for City to submit for planning review. This will include application form, site plan (provided by City), and descriptions of the project and anticipated shoreline impacts.
- Provide technical consultation on regulatory issues and review developer environmental submittals in support of Purchase and Sale Agreements (PSAs).
- Prepare RFQ and assist the City oversee 'hot spot' removals from the Interfor property.
- Determine Area of Potential Effect (APE) and provide an archaeological review of the properties to identify the permitting requirements and construction constraints.
- Develop and submit a floodplain plan identifying the appropriate flood protection elevations and FEMA insurance obligations for developing the property. This plan will provide recommendations on advancing the project through a FEMA Conditional Letter of Map Revision (CLOMR) process [Conditional Letter of Map Revision \(CLOMR\) | FEMA.gov](#).
- Additional environmental services as requested by the Client in support of Marysville Riverwalk development.

Assumptions:

- The project is eligible under the Downtown Master Plan Planned Action EIS. No SEPA is required.
- Abatement verification of four buildings.
- Abatement verification confirms adequacy of abatement in a single site visit/inspection.
- This task includes just the preparation of shoreline documentation for the City. No effort beyond the application documents is provided for in this scope of services.
- Archeological review includes WISSARD review and preliminary consultation with affected tribes. No on-site archeological survey or data collection is provided for in this scope of services.
- Technical consultation and review of developer submittals is limited to the labor hours included in the task budget.
- Requests for additional services will be performed on a time and materials basis. Additional effort will be agreed to with the Client before implementing additional services.

Deliverables:

- Written verification that abatement was completed in accordance with specifications
- Completed Shoreline Substantial Development Permit application
- Floodplain plan to be submitted to the City
- Summary of archeological review to be submitted to the City
- Meeting summaries

Task 300 – MTCA Risk Assignment

The development of the Marysville Riverwalk will involve the entitlement of new parcels that are affected by contaminated groundwater and distinct areas of soil contamination. The objective of this task is to develop environmental risk and cleanup cost allocation approaches to support negotiations with private investors. This task will be performed by Mr. William Chapman with support from Perteet staff. Specific tasks include:

- Site visit to assess site conditions and discuss the regulatory and cleanup liability strategy proposed for the development.
- Develop preliminary approaches for assigning environmental risk through the PSA, during construction and through the life of the development.
- Develop a preliminary cost allocation approach for additional costs associated with handling, transporting, treating, and disposing of contaminated media encountered during construction.
- Assess the extent of cleanup cost associated with the development of each parcel entitled as part of the development.
- Support the City in negotiating risk assignment and cost allocation during purchase and sale period.

Assumptions:

- One site visit and regulatory strategy meeting.
- Preliminary approaches for risk and cost allocation will be based on other development contracts for similar projects.
- Up to six hours of negotiation support.
- City legal staff or outside counsel will prepare legal agreements.

Deliverables:

- Preliminary approach summaries
- Meeting notes and recommended responses to developer comments on cost and risk allocation terms

Task 400 – Project Administration

The objective of this task is to provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work Elements:

- Internal project team coordination
- Routine communication with the Client.
- Submit monthly progress reports and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions (applies to all tasks):

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee schedule. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will last for six months.

Deliverables:

- Monthly progress reports and invoices

Limitations

Perteet's services shall be limited to those expressly set forth in this scope of services. If the service is not specifically identified herein, it is expressly excluded. Perteet shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Scope of Services and any additional services authorized by amendment. Perteet reserves the right to shift funds within the contract between tasks, and between members of the Consultant Team during the prosecution of the work.

The proposed scope of work is designed consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The analyses and recommendations described in this scope of services are based on our review of available information at the time of preparing this scope of services. Therefore, the recommended work elements and associated fee estimate are based solely on the limits of information obtained and may be subject to change based on the revelation of new information that may come to light during the project.

Legend

-  Boring Location
-  Surface Water Sampling Location
-  Proposed Piezometer
-  Monitoring Well



PERTEET



0 100 200
Feet

Limited Field Investigations - Public Works Property
80 Columbia Ave, Marysville WA

ATTACHMENT A
Perteet Fee Estimate

Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Marysville Riverwalk Brownfields Redevelopment

Client: City of Marysville

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	20	\$310.00	\$6,200
Sr Planner	10	\$185.00	\$1,850
Lead Planner	6	\$165.00	\$990
Planner II	32	\$145.00	\$4,640
Planner I	4	\$100.00	\$400
Sr Environmental Scientist	3	\$175.00	\$525
Lead Environmental Scientist	115	\$160.00	\$18,400
Accountant	4	\$125.00	\$500
Clerical	4	\$115.00	\$460
Cultural Resources Specialist II	16	\$130.00	\$2,080
Total Hourly Costs	214		\$36,045.00

Reimbursables

<u>Expenses</u>	<u>Amount</u>
Shepherds Hill LLC	\$10,560
Equipment Rental	\$413
Testing Services	\$8,239
Total Expenses	\$19,212.00

Contract Total	\$55,257.00
-----------------------	--------------------

Prepared By: Andrea L Winder

Date: April 4, 2023

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

Shepherds Hill, LLC

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement No. 2”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Perteet, Inc., a Washington for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-2, attached hereto and by this reference made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$86,357.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$147,892.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

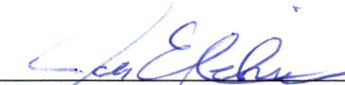
The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$57,000.00
Supplemental Agreement No.1	\$4,535.00
Supplemental Agreement No. 2	\$86,357.00
Grand Total	\$147,892.00

4. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

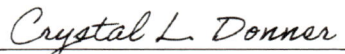
DATED this 8th day of Sept, 20 .

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this 8th day of September, 2023.

PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Gaddis, Deputy City Clerk

Approved as to form:

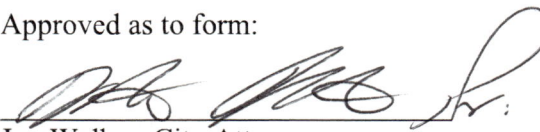

Jon Walker, City Attorney

EXHIBIT A-2
Scope of Services

EXHIBIT A
DRAFT SCOPE OF SERVICES
Supplement No. 2
Marysville Riverwalk Waterfront Redevelopment

INTRODUCTION

The Marysville Riverwalk Waterfront Redevelopment project is a future mix-use development with plans for multi-family luxury apartments, hotels, restaurants, sports facilities, public plaza, and open space connections to the Ebey Waterfront Trail and connecting commercial uses.

The City (Client) has requested Perteet (Consultant) prepare this Scope of Services to obtain the relevant environmental permits for clearing and filling the site with enough material to bring the elevations of the lowest floor of new buildings to above base flood elevations (currently 13 feet). The clearing and grading plans will include approaches to mitigate for the existing jurisdictional ditch that will be filled as part of site development.

The City has prepared a Master Plan and Planned Action EIS that addresses SEPA requirements. Future developments may forego the need for a new threshold determination, but the City will need to demonstrate substantive compliance with Planned Action EIS for the current clearing and grading limits. Additional work to be performed by the City may include Master Plan boundary adjustment, administrative decision or supplement to the Planned Action EIS to incorporate the filled lagoons area into the project limits.

Under this Scope of Services, the Consultant will provide detailed grading plans and environmental documentation to support a Joint Aquatic Resource Permit Application (JARPA). The targeted date for completing the submittal materials is six weeks from Notice to Proceed.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task.

This scope consists of the following elements:

- Task-100 – Trailing Expenses
- Task 400 – Critical Areas Review and Mitigation Plans
- Task 500 – Environmental Permitting
- Task 600 – Clearing and Grading Plans

DETAILED SCOPE OF SERVICES

Task 100 – Limited Field Investigation Trailing Expenses

The Consultant completed Limited Field Investigations in May 2023. As part of that effort, an additional day of field effort was required because groundwater recharge rates required waiting overnight to complete groundwater sampling. This required a second day for the Consultant's drilling contractor to be on-site. This additional vendor fee was not included under Supplement #1. This task authorizes an additional \$3,103.10 (vendor fee plus markup) to be added to the Task 100 budget.

Task 400 – Critical Area Review and Mitigation Plans

The Consultant will conduct a critical area review per MMC 22E.010 to identify and document regulated critical areas (i.e., wetlands and fish and wildlife habitat conservation areas) in and near the project area and prepare a critical area report. In addition, the Consultant will prepare a conceptual plan to address filling of the jurisdictional ditch that is currently conveyed through the Public Works property.

Work elements include:

- Evaluate available natural resources maps and database information to determine the potential for critical areas and/or buffers within the project corridor.
- Conduct a field visit to identify and evaluate critical areas in the area and prepare a critical area report.
- Confirm the mitigation approaches for the jurisdictional stream filling through the Public Works property. This will include one meeting with the City team to review historical stream information and determine options that supports the Riverwalk development objectives.
- Prepare a conceptual design and mitigation plan for the proposed jurisdictional stream filling.

Assumptions:

- Assumed critical areas in the project's vicinity include off-site wetlands to the east, ditched stream channel between off-site wetlands and Ebey Slough, and the fish and wildlife habitat conservations area of Ebey Slough.
- Scope does not include ordinary high-water mark (OHWM) delineation, wetland delineation, and/or field data collection.
- A supplement will be prepared for additional services as needed.

Deliverables:

- Pre-submittal depiction map figure of wetlands and streams for evaluation of impacts and to facilitate pre-submittal permit coordination (draft and final conceptual design drawings with permitting information via email)
- Draft and Final Critical Area Determination Report
- Draft and final conceptual stream restoration and mitigation plan with preliminary impacts assessment narrative and regulatory review to consider permit implications and documentation requirements.
- Correspondence via email

Task 500 – Environmental Permitting

The Consultant will provide environmental documentation and permitting assistance as required for the project. Permits not identified in this section will be obtained by the City or individual developers.

Subtask 501 Hydraulic Project Approval (HPA)

The Consultant will complete the Joint Aquatic Resources Application (JARPA) to include jurisdictional stream and other surface water impacts related to filling of the site and submit for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW).

Work elements include:

- Coordinate a site visit with WDFW.
- Complete the JARPA form and applicable appendices.
- Submit the JARPA and relevant application materials for an HPA.

Assumptions:

- The City will amend the downtown core zone of the Master Plan Development to incorporate a portion of the filled-in lagoon and revise the SEPA determination.
- The SEPA determination is required to apply for the HPA.
- Project information from the critical area report and other in-scope engineering documents are assumed to be adequate for HPA review and issuance.
- One (1) minor revision to the JARPA is assumed after the HPA submittal review.
- The HPA will be approved based on the submitted information and will not be appealed.
- The JARPA will be completed for all permits needed, including Shoreline Substantial Development Permit (Subtask 2.2), Section 404 Permitting (Subtask 2.3).

Deliverables:

- Electronic copy of the draft and final JARPA and HPA submitted information
- Correspondence via email

Subtask 502 Shoreline Substantial Development Permit (SSDP) Supplemental Documentation

The Consultant will complete the previously drafted shoreline permit documentation to demonstrate consistency with the Marysville Shoreline Master Program (SMP).

Work elements include:

- Conduct a flood study to demonstrate no net loss of hydrologic characteristics and flood storage.
- Prepare more detailed figures showing the jurisdictional stream re-alignment and to be conducted within the shoreline jurisdiction.
- Prepare a Shoreline Enhancement Planting Plan, per the SMP.

Assumptions:

- The Consultant will rely on the SMP's depiction of the Shoreline Jurisdiction and shoreline environment designations (SMP, Figure 1. Shoreline environment designations for City of Marysville – Ebey Slough and associated shorelands, 3/20/20) for mapping and area calculations.
- Includes the JARPA prepared in Subtask 2.1
- Critical Area Report and Mitigation Plan prepared in Task 1.

Deliverables:

- Electronic copy of shoreline permit documents
- Correspondence via email

Subtask 503 Federal Corps 404 Permitting and Related Consultations

The on-site watercourse is presumed to be a jurisdictional Water of the United States (WOTUS) and is regulated under the Corps of Engineers 404 permit program. The existing watercourse will be abandoned, and a new natural drainage will be constructed to restore a portion of pre-development drainage patterns.

Activities:

- Prepare, assemble, and electronically submit Federal Corps 404 permit application materials.
 - Includes the JARPA prepared in Subtask 2.1
 - Project drawings
 - Biological Evaluation (Subtask 2.4)
 - Critical Area Report and Mitigation Plan prepared in Task 1

Assumptions:

- Assumes 30% design and WDFW's review and approval of the HPA.
- Assumes the project falls under the jurisdiction of Section 404 of the Clean Water Act as of the date of this scope of services.
- The JARPA form used for the HPA will also be used and submitted for the 404 permit review.
- Activities to be permitted will fall under programmatic Nationwide Permits (NWP). An individual 404 permit will not be required.
- A Cultural Resources Screening and Compliance Considerations memo was prepared on 5/3/23 and will be included in the Corps 404 submittal package.
- If additional analysis or changes in potential impacts is required by Corps/Ecology/Services/tribes or other review entities, such work will be considered as an additional service beyond this scope of work.
- The 401 Water Quality Certification will be certified by the Corps under NWP 14; separate consultation with Ecology for 401 reviews will not be necessary. If a separate 401 submittal is required by the Corps, that effort may require a supplement to this agreement.
- Corps figures and maps will be specially formatted from project information to meet Corps requirements for JARPA review and will be separate from design drawings that support roadway improvements.
- Twelve (12) hours of consultation time is budgeted in this task to stay connected with the Corps via email and telephone to facilitate agency.

- One (1) minor revision and resubmittal of 404 permit information under this task is budgeted in this task.

Deliverables:

- Draft and final Corps 404 JARPA submittal package in electronic format with specially formatted 8.5" x 11" project drawings for City review before submittal of Final JARPA to Corps
- Facilitation of submittal review with the Corps and one (1) minor revision and resubmittal; up to three (3) months of weekly or biweekly check-in with the Corps is assumed

Subtask 504 Biological Evaluation (BE) for Corps 404

The Consultant will prepare a Biological Evaluation to facilitate Section 7 Endangered Species Act consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the Services. Essential Fish Habitat under the Magnuson Stevens Act will also be addressed. The Biological Evaluation will be prepared and submitted to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area showing the environmental and biological context of listed wildlife species. An existing conditions map identifying species considerations will be GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- Potential project impacts are assumed to include temporary stream impacts.
- Mitigation for impacts will be described in critical areas documents and cited in the BE.
- Project drawings and construction sequence information from other scope tasks will be utilized for the BE. No special design plans or concept modifications are assumed for the BE effort or for Section 7 ESA Consultation. A "May Affect but Not Likely to Adversely Affect" determination is assumed based on avoidance of potential downstream impacts and effects to listed species on Essential Fish Habitat.
- A pollutant loading analysis such as HIRUN is not assumed to be required and is not scoped for this BE.
- The BE will include aquatic life protection water quality monitoring and protection protocols as may be required by the Services.
- If Additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Evaluation for Corps 404 Coordination, PDF format

Subtask 505 Floodplain Development Permit (City) and CLOMR-F (FEMA)

The Consultant will prepare a floodplain development permit application and facilitate the CLOMR-F application process, including preparation of the ESA documentation required by FEMA and compilation of the required documentation for the CLOMR-F application for City review and signature prior to submittal. The floodplain development permit application will include the fill, grading, and other activities within the regulatory floodplain required to achieve an approved LOMR-F.

Assumptions:

- Floodplain storage will be addressed in the SSDP permitting process.

- No other special studies will be required for the floodplain permit.
- The CLOMR-F application will be submitted by the Consultant using the FEMA Online Letter of Map Change website, after the proposed grading plan is approved. The fee will be paid by the City after initial submittal of the application by the consultant to FEMA.
- City will provide a licensed professional surveyor to prepare the proposed elevations and legal descriptions required for the CLOMR-F application “Elevation Form” under a separate contract.
- The BE evaluation required for the Corps Section 7 consultation will provide necessary effects determination for the CLOMR-F ESA evaluation. The effort for this task will include preparing a technical memo to describe federal permitting process occurring under a separate task.
- LOMR-F application will be prepared under a separate scope of work after grading reflects the proposed conditions.
- The City will sign the CLOMR-F application “Community Acknowledgement Form.”

Deliverables:

- Completed floodplain development permit application
- Completed CLOMR-F application, including ESA documentation, using the MT-1 Form

Subtask 506 Section 106 Cultural Resources Submittal

Because the project involves the filling of the existing sites the assessment will consist solely of records research, a site visit, and inquiries with state and tribal agencies. The Consultant will check the Washington Department of Archaeology and Historic Preservation (DAHP) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from geotechnical studies, local historical societies, libraries, and ethnographic accounts. Cultural resources staff from local affected Tribes will also be contacted about the project to solicit any information they would like to share about the area. This is a technical inquiry only and does not substitute for formal consultation that may be required by law.

Perteet will prepare a report that will include a description of the project, a summary of the background research, and an assessment of the project’s potential for affecting buried pre-contact or historical archaeological sites. The report will be suitable for submission to Tribes, DAHP, and as part of the Section 106 Consultation with the Army Corps of Engineers.

Assumptions:

- The report will undergo one (1) round of review.
- No Historic buildings will be evaluated or recorded.
- No archaeological fieldwork will be completed.

Deliverables:

- Draft report, 1 PDF by email
- Final report, 1 PDF by email, submitted to DAHP by Perteet

Task 600 – Clearing and Grading Plans

The Consultant will prepare clearing and grading plans to comply with the City’s Grading Permit Requirements.

Work elements include:

- Develop a clearing and grading plan set showing cut and fill extents, proposed drainage and site topography, a cross-section drawing showing existing soils and proposed final grade elevations, clearing limits, erosion and sediment control methods, and site stabilization methods control measures.
- Prepare a grading plan sheet that reflects the current floodplain boundary and the proposed floodplain boundary.

Assumptions:

- Plans will identify utility improvement/abandonments and proposed improvements.
- The Consultant will identify sources of fill material, including checking with Snohomish County about airport soil that may be available for filling the site.
- Plans include grading specifications for the stream relocation project.

Deliverables:

- Electronic set of grading plans



FEE ESTIMATE

Project Marysville Riverwalk Brownfields Redevelopment Supplement2
 Client City of Marysville
 PM Peter Battuello

Contract Start Date 3/28/2023
 Contract End Date 3/28/2024
 Contract Duration: 12 Months

Last Update date 8/31/2023
 Perteet Project No. 20230034.0000S2

Task	Billing Rate	Director	Sr. Associate	Sr. Associate	Lead Engineer	Civil Designer II	Lead Designer	Senior Planner	Senior Planner	Planner III	Planner II	Planner I	Sr Environmental Scientist	Lead Environmental Scientist
		\$310.00	\$245.00	\$245.00	\$190.00	\$145.00	\$145.00	\$185.00	\$185.00	\$155.00	\$145.00	\$100.00	\$175.00	\$160.00
Task 100 Limited Field Investigation		Expense Adjustment Only												
Task 400 Project Management and Administration	6.00													
Total Task 400 Project Management and Administration	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Task 500 - Environmental Permitting														
501 JARPA/HPA			2.00							8.00			12.00	
502 SSDP							4.00			12.00	4.00		4.00	
503 404 Permitting and Consultation			2.00							16.00			16.00	
504 Biological Evaluation			6.00							8.00			32.00	
505 CLOMAR-F							24.00			16.00		10.00		
506 Section 106 Cultural Resources								4.00						
Total Task 500 - Environmental Permitting	0.00	0.00	10.00	0.00	0.00	0.00	28.00	4.00	60.00	4.00	10.00	64.00		
Task 600- Grading Plan		1.00		8.00	16.00	12.00								
Total Task 600- Grading Plan	0.00	1.00	0.00	8.00	16.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Task 700 Crical Areas Review and Mitigation Plan			4.00							24.00			56.00	
Total Task 700 Crical Areas Review and Mitigation Plan	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	56.00		
Total Hours	6.00	1.00	14.00	8.00	16.00	12.00	28.00	4.00	60.00	28.00	10.00	120.00		3
Total Dollars	\$1,860.00	\$245.00	\$3,430.00	\$1,520.00	\$2,320.00	\$1,740.00	\$5,180.00	\$740.00	\$9,300.00	\$4,060.00	\$1,000.00	\$21,000.00		\$4

SUMMARY		
Labor		\$57,405.00
Expenses		\$3,103.00
Subconsultants		\$25,849.00
CONTRACT TOTAL		\$86,357.00



Marysville No Rise

Select hydrologic model used to establish the flow boundary conditions in the hydraulic model

Hydrology for the No-Rise modeling effort will use existing FEMA flows currently in the Effective Model. Hydrology flow splits from Effective Model will be verified to match previous modeling efforts.

Assumptions –

- No hydrologic modeling will be conducted, only a review of how flows split in the Effective hydraulic model

Hydraulic analyses for No-Rise certification

NWW will conduct all modeling required for the No-Rise submittal. The following models will be required:

- Duplicate Effective Model – Run the Effective Model for the study area.
- Post-Project Model – Model will be based on future grading.

A technical report for the hydraulic modeling associated with the Pre-Project and Post-Project conditions will be prepared to support the No-Rise certification.

Assumptions –

- Effective Model is available.
- Effective Model is 1D HEC-RAS
- No Floodway will be modeled or mapped.
- Existing and Proposed modeling terrains will be provided by Perteet

Produce and submit complete No-Rise Document

NWW will prepare a Technical Memorandum supporting the hydraulic modeling efforts associated with the No-Rise certification.

Assumptions –

- ESA compliance documentation will be completed by others.
- Mapping will be produced by Perteet
- No documentation is required for the CLOMR-F associated with this project.

A.4 Project Deliverables

Deliverables for this effort shall include:

1. Complete Hydraulic analyses required for No-Rise certification
2. HEC-RAS models
3. Technical Memorandum supporting No-Rise certification modeling efforts

Marysville No-Rise Analysis

	M. Larkin	S. Blanton	Jr Engr	
Project Role	Principal/QC	PM/Tech Lead	H&H	Total Hours
Hourly Rate	\$190	\$190	\$125	
Project Management	4	8		12
Select hydrologic model used to establish the flow boundary conditions in the hydraulic model		4		4
Produce complete Hydraulic analyses for No-Rise certification		16	80	96
Produce and submit complete No-Rise TM	2	16	32	50
				0
				0
				0
				0
Total Hours	6	44	112	162
NWW Personnel Cost	\$1,140	\$8,360	\$14,000	
Expenses				\$0
Total Cost				\$23,500

Please call me at 503-312-9839 if you have any questions.

Sincerely,



Stephen Blanton
Principal Engineer
Northwest Watersheds LLC.

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC**

THIS SUPPLEMENTAL AGREEMENT NO. 3 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Perteet, Inc., a Washington corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, the parties hereto have previously entered into two prior supplemental agreements; and

WHEREAS, the second supplemental agreement inadvertently reduced the term of the Original Agreement; and

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

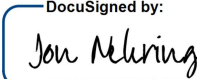
1. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on June 30, 2024.

2. Each and every provision of the Original Agreement for Professional Services dated April 12, 2024, shall remain in full force and effect, except as modified herein.

[SIGNATURES ON FOLLOWING PAGE]

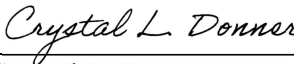
DATED this _____ day of 12/22/2023, 20____.

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

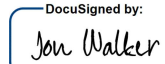
PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Chari Taber, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

**SUPPLEMENTAL AGREEMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET**

THIS SUPPLEMENTAL AGREEMENT NO. 4 (“Supplemental Agreement No. 4”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Pertee, Inc., a Washington for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 23, 2023; and

WHEREAS, the parties hereto have previously expanded the Scope of Services, provided additional compensation, and extended the term of the Original Contract through prior supplemental agreements (supplemental agreements 1, 2, and 3); and

WHEREAS, both parties desire to modify the Scope of Services of the contract through a supplemental agreement, specifically to reallocate hours and task descriptions to reflect the needs of the project,

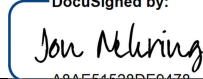
NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement (and as amended by prior supplemental agreements), “SCOPE OF SERVICES”, shall be replaced by Exhibit A-3, attached hereto and by this reference made part of this Supplemental Agreement No. 4, and a part of the Original Agreement.

2. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

DATED this _____ day of 1/26/2024, 20____.

CITY OF MARYSVILLE

DocuSigned by:

By _____
Jon Nehring, Mayor

DATED this 12th day of January 12, 2024.

PERTEET, INC

By Crystal L. Donner
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:

DocuSigned by:
Chari Taber
78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:

DocuSigned by:
Jon Walker
786AB5A2684C462...
Jon Walker, City Attorney

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement JANUARY 2024

EXHIBIT A-3

Supplement No. 4

Marysville Riverwalk Waterfront Redevelopment

Revised Scope of Services

INTRODUCTION

This revised scope of services recognizes that cost savings were achieved in the original scope of services, specifically in the task associated with the floodplain modeling. This revised scope of services will authorize Perteet to utilize subconsultant fees that are not needed to complete the project to cover additional effort necessary to complete the requirements of the Supplement No 2 scope of services and to provide additional services to support the project through June 30, 2024. The additional effort relates to preparing documentation necessary for SEPA review and to complete grading plans. The requested changes to the Supplement No 2 budget are shown in the summary table at the end of the revised scope of services description.

Principal scope changes are:

- Revision to Task 400
- Addition of Task 700 description to better define and expand on scope previously described in brief format under Task 400. (Note that Task 700 was included previously in the budget summary in Supplement No 2 but the scope narrative was not included; this reconciles that.)
- Budget savings under Task 500 are reallocated to Task 400, Subtasks 502, 503 and 506, and Task 600.

Total budget does not change.

REVISED SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. Note that Tasks 200 and 300 were previously completed, and, therefore, are not included in Supplement No 4 Revised Scope of Services.

Scope and budget revisions consists of the following elements:

- Task-100 – Trailing Expenses
(No scope change, reallocate budget)
- Task 400 – Project Management and Administration
(Scope revised, reallocate budget)
- Task 500 – Environmental Permitting
(No scope change, reallocate budget)
- Task 600 – Clearing and Grading Plans
(Scope revised, reallocate budget)
- Task 700: Critical Areas Review and Mitigation Plan
(New scope language for previously approved budget)

Task 100 – Limited Field Investigation Trailing Expenses (No scope change, reallocate budget)

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement JANUARY 2024

The Consultant completed Limited Field Investigations in May 2023. As part of that effort, an additional day of field effort was required because groundwater recharge rates required waiting overnight to complete groundwater sampling. This required a second day for the Consultant's drilling contractor to be on-site. This additional vendor fee was not included under Supplement #1. This task authorizes an additional \$3,103.10 (vendor fee plus markup) to be added to the Task 100 budget.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

Task 400 – Project Management and Administration (Scope revised, reallocate budget)

The Consultant will provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work elements include:

- Internal project team coordination.
- Routine communication with the Client.
- Submit monthly progress report and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions:

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will extend through June 30, 2024.

Deliverables:

- Monthly progress reports and invoices.

Task 500 – Environmental Permitting (No scope change, reallocate budget)

The Consultant will provide environmental documentation and permitting assistance as required for the project. Permits not identified in this section will be obtained by the City or individual developers.

Subtask 501: Hydraulic Project Approval (HPA)

The Consultant will complete the Joint Aquatic Resources Application (JARPA) to include jurisdictional stream and other surface water impacts related to filling of the site and submit for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW).

Work elements include:

- Coordinate a site visit with WDFW.
- Complete the JARPA form and applicable appendices.
- Submit the JARPA and relevant application materials for an HPA.

Assumptions:

- The City will amend the downtown core zone of the Master Plan Development to incorporate a portion of the filled-in lagoon and revise the SEPA determination.
- The SEPA determination is required to apply for the HPA.
- Project information from the critical area report and other in-scope engineering documents are assumed to be adequate for HPA review and issuance.
- One (1) minor revision to the JARPA is assumed after the HPA submittal review.
- The HPA will be approved based on the submitted information and will not be appealed.
- The JARPA will be completed for all permits needed, including Shoreline Substantial Development Permit (Subtask 2.2), Section 404 Permitting (Subtask 2.3).

Deliverables:

- Electronic copy of the draft and final JARPA and HPA submitted information.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

- Correspondence via email.

Subtask 502: Shoreline Substantial Development Permit (SSDP) Supplemental Documentation

The Consultant will complete the previously drafted shoreline permit documentation to demonstrate consistency with the Marysville Shoreline Master Program (SMP).

Work elements include:

- Conduct a flood study to demonstrate no net loss of hydrologic characteristics and flood storage.
- Prepare a Shoreline Enhancement Planting Plan, per the SMP.

Assumptions:

- The Consultant will rely on the SMP's depiction of the Shoreline Jurisdiction and shoreline environment designations (SMP, Figure 1. Shoreline environment designations for City of Marysville – Ebey Slough and associated shorelands, 3/20/20) for mapping and area calculations.
- Includes the JARPA prepared in Subtask 2.1
- Critical Area Report and Mitigation Plan prepared in Task 1.

Deliverables:

- Electronic copy of shoreline permit documents
- Correspondence via email

Subtask 503: Federal Corps 404 Permitting and Related Consultations

The on-site watercourse is presumed to be a jurisdictional Water of the United States (WOTUS) and is regulated under the Corps of Engineers 404 permit program. The existing watercourse will be abandoned, and a new conveyance designed.

Activities:

- Prepare, assemble, and electronically submit Federal Corps 404 permit application materials.
 - Includes the JARPA prepared (Subtask 502).
 - Project drawings.
 - Biological Evaluation (Subtask 504).
 - Critical Area Report and Mitigation Plan prepared (Task 700).

Assumptions:

- Assumes 30% design and WDFW's review and approval of the HPA.
- Assumes the project falls under the jurisdiction of Section 404 of the Clean Water Act as of the date of this scope of services.
- The JARPA form used for the HPA will also be used and submitted for the 404 permit review.
- Activities to be permitted will fall under programmatic Nationwide Permits (NWP). An individual 404 permit will not be required.
- A Cultural Resources Screening and Compliance Considerations memo was prepared on 5/3/23 and will be included in the Corps 404 submittal package.
- If additional analysis or changes in potential impacts is required by Corps/Ecology/Services/tribes or other review entities, such work will be considered as an additional service beyond this scope of work.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

- The 401 Water Quality Certification will be certified by the Corps under NWP 14; separate consultation with Ecology for 401 reviews will not be necessary. If a separate 401 submittal is required by the Corps, that effort may require a supplement to this agreement.
- Corps figures and maps will be specially formatted from project information to meet Corps requirements for JARPA review and will be separate from design drawings that support roadway improvements.
- Twelve (12) hours of consultation time is budgeted in this task to stay connected with the Corps via email and telephone to facilitate agency.
- One (1) minor revision and resubmittal of 404 permit information under this task is budgeted in this task.

Deliverables:

- Draft and final Corps 404 JARPA submittal package in electronic format with specially formatted 8.5" x 11" project drawings for City review before submittal of Final JARPA to Corps.
- Facilitation of submittal review with the Corps and one (1) minor revision and resubmittal; up to three (3) months of weekly or biweekly check-in with the Corps is assumed.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

Subtask 504: Biological Evaluation (BE) for Corps 404

The Consultant will prepare a Biological Evaluation to facilitate Section 7 Endangered Species Act consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the Services. Essential Fish Habitat under the Magnuson Stevens Act will also be addressed. The Biological Evaluation will be prepared and submitted to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area showing the environmental and biological context of listed wildlife species. An existing conditions map identifying species considerations will be GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- Potential project impacts are assumed to include temporary stream impacts.
- Mitigation for impacts will be described in critical areas documents and cited in the BE.
- Project drawings and construction sequence information from other scope tasks will be utilized for the BE. No special design plans or concept modifications are assumed for the BE effort or for Section 7 ESA Consultation. A “May Affect but Not Likely to Adversely Affect” determination is assumed based on avoidance of potential downstream impacts and effects to listed species on Essential Fish Habitat.
- A pollutant loading analysis such as HIRUN is not assumed to be required and is not scoped for this BE.
- The BE will include aquatic life protection water quality monitoring and protection protocols as may be required by the Services.
- If Additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Evaluation for Corps 404 Coordination, PDF format.

Subtask 505: Floodplain Development Permit (City) and CLOMR-F (FEMA)

The Consultant will prepare a floodplain development permit application and facilitate the CLOMR-F application process, including preparation of the ESA documentation required by FEMA and compilation of the required documentation for the CLOMR-F application for City review and signature prior to submittal. The floodplain development permit application will include the fill, grading, and other activities within the regulatory floodplain required to achieve an approved LOMR-F.

Assumptions:

- Floodplain storage will be addressed in the SSDP permitting process.
- No other special studies will be required for the floodplain permit.
- The CLOMR-F application will be submitted by the Consultant using the FEMA Online Letter of Map Change website, after the proposed grading plan is approved. (Note: The \$700 fee will be paid by directly the City after initial submittal of the application by the consultant to FEMA; this fee is not included in the consultant project budget.)
- City will provide a licensed professional surveyor to prepare the proposed elevations and legal descriptions required for the CLOMR-F application “Elevation Form” under a separate contract.
- The BE evaluation required for the Corps Section 7 consultation will provide necessary effects determination for the CLOMR-F ESA evaluation. The effort for this task will include preparing a technical memo to describe federal permitting process occurring under a separate task.
- LOMR-F application will be prepared under a separate scope of work after grading reflects the proposed conditions.

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement JANUARY 2024

- The City will sign the CLOMR-F application "Community Acknowledgement Form."

Deliverables:

- Completed floodplain development permit application.
- Completed CLOMR-F application, including ESA documentation, using the MT-1 Form.

Subtask 506: Section 106 Cultural Resources Submittal

Because the project involves the filling of the existing sites the assessment will consist solely of records research, a site visit, and inquiries with state and tribal agencies. The Consultant will check the Washington Department of Archaeology and Historic Preservation (DAHP) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from geotechnical studies, local historical societies, libraries, and ethnographic accounts. Cultural resources staff from local affected Tribes will also be contacted about the project to solicit any information they would like to share about the area. This is a technical inquiry only and does not substitute for formal consultation that may be required by law.

Perteet will prepare a report that will include a description of the project, a summary of the background research, and an assessment of the project's potential for affecting buried pre-contact or historical archaeological sites. The report will be suitable for submission to Tribes, DAHP, and as part of the Section 106 Consultation with the Army Corps of Engineers.

Assumptions:

- The report will undergo one (1) round of review.
- No Historic buildings will be evaluated or recorded.
- No archaeological fieldwork will be completed.

Deliverables:

- Draft report, 1 PDF by email.
- Final report, 1 PDF by email, submitted to DAHP by Perteet.

CITY OF MARYSVILLE

Supplement No. 4 Pertteet Inc. Agreement JANUARY 2024

Task 600 – Clearing and Grading Plans (Scope revised, reallocate budget)

The Consultant will prepare clearing and grading plans to comply with the City's Grading Permit Requirements.

Work elements include:

- Develop a clearing and grading plan set showing cut and fill extents, proposed drainage and site topography, a cross-section drawing showing existing soils and proposed final grade elevations, clearing limits, erosion and sediment control methods, and site stabilization methods control measures.
- Prepare a grading plan sheet that reflects the current floodplain boundary and the proposed floodplain boundary.
- Prepare grading plan supporting documentation, including SEPA checklist and grading permit application.
- Assist with permit processing and utility coordination activities.

Assumptions:

- Plans will identify utility improvement/abandonments and proposed improvements.
- The Consultant will identify sources of fill material, including checking with Snohomish County about airport soil that may be available for filling the site.
- One round of edits in response to permit reviews.

Deliverables:

- Electronic set of grading plans.

Task 700: Critical Areas Review and Mitigation Plan (new scope language for previously approved budget)

The Consultant will conduct a critical area review per MMC 22E.010 to identify and document regulated critical areas (i.e., wetlands and fish and wildlife habitat conservation areas) in and near the project area and prepare a critical area report. In addition, the Consultant will prepare a conceptual plan to address filling of the jurisdictional ditch that is currently conveyed through the Public Works property.

Work elements include:

- Evaluate available natural resources maps and database information to determine the potential for critical areas and/or buffers within the project corridor.
- Conduct a field visit to identify and evaluate critical areas in the area and prepare a critical area report.
- Confirm the mitigation approaches for the jurisdictional stream filling through the Public Works property. This will include one meeting with the City team to review historical stream information and determine options that supports the Riverwalk development objectives.
- Prepare a conceptual design and mitigation plan for the proposed jurisdictional stream filling.

Assumptions:

- Assumed critical areas in the project's vicinity include off-site wetlands to the east, ditched stream channel between off-site wetlands and Ebey Slough, and the fish and wildlife habitat conservations area of Ebey Slough.
- Scope does not include ordinary high-water mark (OHWM) delineation, wetland delineation, and/or field data collection.
- A supplement will be prepared for additional services as needed.

Deliverables:

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

- Pre-submittal depiction map figure of wetlands and streams for evaluation of impacts and to facilitate pre-submittal permit coordination (draft and final conceptual design drawings with permitting information via email).
- Draft and Final Critical Area Determination Report.
- Draft and final mitigation plan with preliminary impacts assessment narrative and regulatory review to consider permit implications and documentation requirements.
- Correspondence via email.

BUDGET REALLOCATION

TASK	Authorized Labor Budget	Invoiced through 12-31-23	Labor Balance	Subconsultant Budget	Subconsultant Due	Reallocation
100						
200	Budgets Reconciled through Supplement #2					
300						
400	\$ 4,370.00	\$ 3,353.75	\$ 1,016.25	\$ -		\$ 1,850.00
500	\$ 34,730.00	\$ 24,755.00	\$ 9,975.00	\$ 25,850.00	\$ 7,000.00	\$ (18,850.00)
501	\$ 3,830.00	\$ 2,187.50	\$ 1,642.50	\$ -		
502	\$ 3,880.00	\$ 7,613.75	\$ (3,733.75)			\$ 4,000.00
503	\$ 5,770.00	\$ 4,745.00	\$ 1,025.00	\$ -	-	\$ 1,000.00
504	\$ 8,310.00	\$ 1,211.25	\$ 7,098.75	\$ -	-	
505	\$ 7,920.00	\$ 4,447.50	\$ 3,472.50	\$ -	-	
506	\$ 5,020.00	\$ 4,550.00	\$ 470.00	\$ -	-	\$ 1,000.00
600 *	\$ 5,825.00	\$ 14,572.50	\$ (8,747.50)	\$ -	-	\$ 11,000.00
700	\$ 14,260.00	\$ 10,418.75	\$ 3,841.25	\$ -	-	
TOTAL	\$ 59,185.00	\$ 53,100.00	\$ 6,085.00	\$ 25,850.00	\$ 7,000.00	-

* NOTE: This task budget was approved as part of Supplement No 2. The revised scope of services Task 700 provides the work description which is the basis for this estimate.

EXHIBIT A-3
Supplement No. 4
Marysville Riverwalk Waterfront Redevelopment
Revised Scope of Services

INTRODUCTION

This revised scope of services recognizes that cost savings were achieved in the original scope of services, specifically in the task associated with the floodplain modeling. This revised scope of services will authorize Perteet to utilize subconsultant fees that are not needed to complete the project to cover additional effort necessary to complete the requirements of the Supplement No 2 scope of services and to provide additional services to support the project through June 30, 2024. The additional effort relates to preparing documentation necessary for SEPA review and to complete grading plans. The requested changes to the Supplement No 2 budget are shown in the summary table at the end of the revised scope of services description.

Principal scope changes are:

- Revision to Task 400
- Addition of Task 700 description to better define and expand on scope previously described in brief format under Task 400. (Note that Task 700 was included previously in the budget summary in Supplement No 2 but the scope narrative was not included; this reconciles that.)
- Budget savings under Task 500 are reallocated to Task 400, Subtasks 502, 503 and 506, and Task 600.

Total budget does not change.

REVISED SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. Note that Tasks 200 and 300 were previously completed, and, therefore, are not included in Supplement No 4 Revised Scope of Services.

Scope and budget revisions consists of the following elements:

- Task-100 – Trailing Expenses
(No scope change, reallocate budget)
- Task 400 – Project Management and Administration
(Scope revised, reallocate budget)
- Task 500 – Environmental Permitting
(No scope change, reallocate budget)
- Task 600 – Clearing and Grading Plans
(Scope revised, reallocate budget)
- Task 700: Critical Areas Review and Mitigation Plan
(New scope language for previously approved budget)

Task 100 – Limited Field Investigation Trailing Expenses (No scope change, reallocate budget)

The Consultant completed Limited Field Investigations in May 2023. As part of that effort, an additional day of field effort was required because groundwater recharge rates required waiting overnight to complete groundwater sampling. This required a second day for the Consultant's drilling contractor to be on-site. This additional vendor fee was not included under Supplement #1. This task authorizes an additional \$3,103.10 (vendor fee plus markup) to be added to the Task 100 budget.

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

JANUARY 2024

Task 400 – Project Management and Administration (Scope revised, reallocate budget)

The Consultant will provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work elements include:

- Internal project team coordination.
- Routine communication with the Client.
- Submit monthly progress report and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions:

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will extend through June 30, 2024.

Deliverables:

- Monthly progress reports and invoices.

Task 500 – Environmental Permitting (No scope change, reallocate budget)

The Consultant will provide environmental documentation and permitting assistance as required for the project. Permits not identified in this section will be obtained by the City or individual developers.

Subtask 501: Hydraulic Project Approval (HPA)

The Consultant will complete the Joint Aquatic Resources Application (JARPA) to include jurisdictional stream and other surface water impacts related to filling of the site and submit for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW).

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

JANUARY 2024

Work elements include:

- Coordinate a site visit with WDFW.
- Complete the JARPA form and applicable appendices.
- Submit the JARPA and relevant application materials for an HPA.

Assumptions:

- The City will amend the downtown core zone of the Master Plan Development to incorporate a portion of the filled-in lagoon and revise the SEPA determination.
- The SEPA determination is required to apply for the HPA.
- Project information from the critical area report and other in-scope engineering documents are assumed to be adequate for HPA review and issuance.
- One (1) minor revision to the JARPA is assumed after the HPA submittal review.
- The HPA will be approved based on the submitted information and will not be appealed.
- The JARPA will be completed for all permits needed, including Shoreline Substantial Development Permit (Subtask 2.2), Section 404 Permitting (Subtask 2.3).

Deliverables:

- Electronic copy of the draft and final JARPA and HPA submitted information.
- Correspondence via email.

Subtask 502: Shoreline Substantial Development Permit (SSDP) Supplemental Documentation

The Consultant will complete the previously drafted shoreline permit documentation to demonstrate consistency with the Marysville Shoreline Master Program (SMP).

Work elements include:

- Conduct a flood study to demonstrate no net loss of hydrologic characteristics and flood storage.
- Prepare a Shoreline Enhancement Planting Plan, per the SMP.

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

JANUARY 2024

Assumptions:

- The Consultant will rely on the SMP's depiction of the Shoreline Jurisdiction and shoreline environment designations (SMP, Figure 1. Shoreline environment designations for City of Marysville – Ebey Slough and associated shorelands, 3/20/20) for mapping and area calculations.
- Includes the JARPA prepared in Subtask 2.1
- Critical Area Report and Mitigation Plan prepared in Task 1.

Deliverables:

- Electronic copy of shoreline permit documents
- Correspondence via email

Subtask 503: Federal Corps 404 Permitting and Related Consultations

The on-site watercourse is presumed to be a jurisdictional Water of the United States (WOTUS) and is regulated under the Corps of Engineers 404 permit program. The existing watercourse will be abandoned, and a new conveyance designed.

Activities:

- Prepare, assemble, and electronically submit Federal Corps 404 permit application materials.
 - Includes the JARPA prepared (Subtask 502).
 - Project drawings.
 - Biological Evaluation (Subtask 504).
 - Critical Area Report and Mitigation Plan prepared (Task 700).

Assumptions:

- Assumes 30% design and WDFW's review and approval of the HPA.
- Assumes the project falls under the jurisdiction of Section 404 of the Clean Water Act as of the date of this scope of services.

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

JANUARY 2024

- The JARPA form used for the HPA will also be used and submitted for the 404 permit review.
- Activities to be permitted will fall under programmatic Nationwide Permits (NWP). An individual 404 permit will not be required.
- A Cultural Resources Screening and Compliance Considerations memo was prepared on 5/3/23 and will be included in the Corps 404 submittal package.
- If additional analysis or changes in potential impacts is required by Corps/Ecology/Services/tribes or other review entities, such work will be considered as an additional service beyond this scope of work.
- The 401 Water Quality Certification will be certified by the Corps under NWP 14; separate consultation with Ecology for 401 reviews will not be necessary. If a separate 401 submittal is required by the Corps, that effort may require a supplement to this agreement.
- Corps figures and maps will be specially formatted from project information to meet Corps requirements for JARPA review and will be separate from design drawings that support roadway improvements.
- Twelve (12) hours of consultation time is budgeted in this task to stay connected with the Corps via email and telephone to facilitate agency.
- One (1) minor revision and resubmittal of 404 permit information under this task is budgeted in this task.

Deliverables:

- Draft and final Corps 404 JARPA submittal package in electronic format with specially formatted 8.5" x 11" project drawings for City review before submittal of Final JARPA to Corps.
- Facilitation of submittal review with the Corps and one (1) minor revision and resubmittal; up to three (3) months of weekly or biweekly check-in with the Corps is assumed.

Subtask 504: Biological Evaluation (BE) for Corps 404

The Consultant will prepare a Biological Evaluation to facilitate Section 7 Endangered Species Act consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the Services. Essential Fish Habitat under the Magnuson Stevens Act will also be addressed. The Biological Evaluation will be prepared and submitted to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area showing the environmental and biological context of listed wildlife species. An existing conditions map identifying species considerations will be GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- Potential project impacts are assumed to include temporary stream impacts.
- Mitigation for impacts will be described in critical areas documents and cited in the BE.
- Project drawings and construction sequence information from other scope tasks will be utilized for the BE. No special design plans or concept modifications are assumed for the BE effort or for Section 7 ESA Consultation. A "May Affect but Not Likely to Adversely Affect" determination is assumed based on avoidance of potential downstream impacts and effects to listed species on Essential Fish Habitat.
- A pollutant loading analysis such as HIRUN is not assumed to be required and is not scoped for this BE.
- The BE will include aquatic life protection water quality monitoring and protection protocols as may be required by the Services.
- If Additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Evaluation for Corps 404 Coordination, PDF format.

Subtask 505: Floodplain Development Permit (City) and CLOMR-F (FEMA)

The Consultant will prepare a floodplain development permit application and facilitate the CLOMR-F application process, including preparation of the ESA documentation required by FEMA and compilation of the required documentation for the CLOMR-F application for City review and signature prior to submittal. The floodplain development permit application will include the fill, grading, and other activities within the regulatory floodplain required to achieve an approved LOMR-F.

Assumptions:

- Floodplain storage will be addressed in the SSDP permitting process.
- No other special studies will be required for the floodplain permit.
- The CLOMR-F application will be submitted by the Consultant using the FEMA Online Letter of Map Change website, after the proposed grading plan is approved. (Note: The \$700 fee will be paid by directly the City after initial submittal of the application by the consultant to FEMA; this fee is not included in the consultant project budget.)
- City will provide a licensed professional surveyor to prepare the proposed elevations and legal descriptions required for the CLOMR-F application "Elevation Form" under a separate contract.
- The BE evaluation required for the Corps Section 7 consultation will provide necessary effects determination for the CLOMR-F ESA evaluation. The effort for this task will include preparing a technical memo to describe federal permitting process occurring under a separate task.
- LOMR-F application will be prepared under a separate scope of work after grading reflects the proposed conditions.
- The City will sign the CLOMR-F application "Community Acknowledgement Form."

Deliverables:

- Completed floodplain development permit application.
- Completed CLOMR-F application, including ESA documentation, using the MT-1 Form.

Subtask 506: Section 106 Cultural Resources Submittal

Because the project involves the filling of the existing sites the assessment will consist solely of records research, a site visit, and inquiries with state and tribal agencies. The Consultant will check the Washington Department of Archaeology and Historic Preservation (DAHP) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from geotechnical studies, local historical societies, libraries, and ethnographic accounts. Cultural resources staff from local affected Tribes will also be contacted about the project to solicit any information they would like to share about the area. This is a technical inquiry only and does not substitute for formal consultation that may be required by law.

Perteet will prepare a report that will include a description of the project, a summary of the background research, and an assessment of the project's potential for affecting buried pre-contact or historical archaeological sites. The report will be suitable for submission to Tribes, DAHP, and as part of the Section 106 Consultation with the Army Corps of Engineers.

Assumptions:

- The report will undergo one (1) round of review.
- No Historic buildings will be evaluated or recorded.
- No archaeological fieldwork will be completed.

Deliverables:

- Draft report, 1 PDF by email.
- Final report, 1 PDF by email, submitted to DAHP by Perteet.

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

JANUARY 2024

Task 600 – Clearing and Grading Plans (Scope revised, reallocate budget)

The Consultant will prepare clearing and grading plans to comply with the City's Grading Permit Requirements.

Work elements include:

- Develop a clearing and grading plan set showing cut and fill extents, proposed drainage and site topography, a cross-section drawing showing existing soils and proposed final grade elevations, clearing limits, erosion and sediment control methods, and site stabilization methods control measures.
- Prepare a grading plan sheet that reflects the current floodplain boundary and the proposed floodplain boundary.
- Prepare grading plan supporting documentation, including SEPA checklist and grading permit application.
- Assist with permit processing and utility coordination activities.

Assumptions:

- Plans will identify utility improvement/abandonments and proposed improvements.
- The Consultant will identify sources of fill material, including checking with Snohomish County about airport soil that may be available for filling the site.
- One round of edits in response to permit reviews.

Deliverables:

- Electronic set of grading plans.

Task 700: Critical Areas Review and Mitigation Plan (new scope language for previously approved budget)

The Consultant will conduct a critical area review per MMC 22E.010 to identify and document regulated critical areas (i.e., wetlands and fish and wildlife habitat conservation areas) in and near the project area and prepare a critical area report. In addition, the

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

JANUARY 2024

Consultant will prepare a conceptual plan to address filling of the jurisdictional ditch that is currently conveyed through the Public Works property.

Work elements include:

- Evaluate available natural resources maps and database information to determine the potential for critical areas and/or buffers within the project corridor.
- Conduct a field visit to identify and evaluate critical areas in the area and prepare a critical area report.
- Confirm the mitigation approaches for the jurisdictional stream filling through the Public Works property. This will include one meeting with the City team to review historical stream information and determine options that supports the Riverwalk development objectives.
- Prepare a conceptual design and mitigation plan for the proposed jurisdictional stream filling.

Assumptions:

- Assumed critical areas in the project's vicinity include off-site wetlands to the east, ditched stream channel between off-site wetlands and Ebey Slough, and the fish and wildlife habitat conservations area of Ebey Slough.
- Scope does not include ordinary high-water mark (OHWM) delineation, wetland delineation, and/or field data collection.
- A supplement will be prepared for additional services as needed.

Deliverables:

- Pre-submittal depiction map figure of wetlands and streams for evaluation of impacts and to facilitate pre-submittal permit coordination (draft and final conceptual design drawings with permitting information via email).
- Draft and Final Critical Area Determination Report.
- Draft and final mitigation plan with preliminary impacts assessment narrative and regulatory review to consider permit implications and documentation requirements.
- Correspondence via email.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement

JANUARY 2024

BUDGET REALLOCATION

TASK	Authorized Labor Budget	Invoiced through 12-31-23	Labor Balance	Subconsultant Budget	Subconsultant Due	Reallocation
100						
200	Budgets Reconciled through Supplement #2					
300						
400	\$ 4,370.00	\$ 3,353.75	\$ 1,016.25	\$ -		\$ 1,850.00
500	\$ 34,730.00	\$ 24,755.00	\$ 9,975.00	\$ 25,850.00	\$ 7,000.00	\$ (18,850.00)
501	\$ 3,830.00	\$ 2,187.50	\$ 1,642.50	\$ -		
502	\$ 3,880.00	\$ 7,613.75	\$ (3,733.75)			\$ 4,000.00
503	\$ 5,770.00	\$ 4,745.00	\$ 1,025.00	\$ -	-	\$ 1,000.00
504	\$ 8,310.00	\$ 1,211.25	\$ 7,098.75	\$ -	-	
505	\$ 7,920.00	\$ 4,447.50	\$ 3,472.50	\$ -	-	
506	\$ 5,020.00	\$ 4,550.00	\$ 470.00	\$ -	-	\$ 1,000.00
600	\$ 5,825.00	\$ 14,572.50	\$ (8,747.50)	\$ -	-	\$ 11,000.00
700 *	\$ 14,260.00	\$ 10,418.75	\$ 3,841.25	\$ -	-	
TOTAL	\$ 59,185.00	\$ 53,100.00	\$ 6,085.00	\$ 25,850.00	\$ 7,000.00	-

* NOTE: This task budget was approved as part of Supplement No 2. The revised scope of services Task 700 provides the work description which is the basis for this estimate.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 13, 2024

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: State Ave NHS - Contract Change Order No. 1

SUGGESTED ACTION: I move to approve Change Order No. 1 with Reece Construction Company in the amount of \$313,096.00 for the State Ave NHS project and to increase the total management reserve authorization to \$444,276.00.

SUMMARY:

The City has contracted with Reece Construction Company (Reece) to complete the State Avenue Corridor Pavement Preservation NHS Project, which includes a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacements to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement marking to current standards for the segment of State Avenue between 1st Street and Grove Street.

At the start of construction, field inspections performed by Reece and confirmed by City staff identified an additional 23 curb ramps that were determined to not be compliant with Americans with Disability Act (ADA) requirements. These ramps were not included in the design due to a field measurement error during the project planning and scoping phase. Per the requirements of the federal funding received for this project, the City is obligated to reconstruct the ramps where necessary to comply with ADA requirements.

As such, Change Order No. 1 has been prepared for authorization as the proposed schedule of changes prepared by Reece in the amount of \$313,096. This amount will exceed the management reserve of \$131,180.00 as approved by Council at time of award. Therefore, additional management reserve is needed to cover the total cost of the change order.

Staff therefore request approval of the change order in the amount of \$313,096 and to retain the existing management reserve of \$131,180.00 for a total management reserve authorization of \$444,276.00. The detailed schedule of changes prepared by Reece is included in the attached Change Order No. 1.

Funding for this project is provided through a WSDOT National Highway System (NHS) Asset Management Program grant. The City has been awarded up to \$2,960,500 for the construction phase of this project and does not require a City match. The total estimated contract allocation with this change order is \$1,756,082.

ATTACHMENTS:

[R2107_Change Order 1.pdf](#)

[Agreement - Reece Construction - State Avve NHS.pdf](#)

CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER #: 1

Date: 5/8/2024 Project: State Avenue Pavement Preservation NHS Project
Job No: R2107 Job Location: State Avenue, 1st Street to Grove Street, Marysville

To: (Contractor) Kyle Glover, Reece Construction Company
cc: (Surety) Surety

YOU ARE HEREBY INSTRUCTED TO:

Make changes in plans and specifications as noted below	X	Execute or Delete work as noted below
Equitable Adjustment Award		Restore areas as noted below

DESCRIPTION OF WORK. NOTE ANY ATTACHMENTS (PLAN SHEETS, SPEC CHANGES ETC.)

Replacement of 23 existing curb ramps within the work zone (State Ave between 1st Street and Grove Street) that do not conform to American's With Disability Act (ADA) requirements. The list of locations shown below is based on field measurements of the existing ramps that were identified at the start of construction, as measured by the Contractor (Reece Construction Company) and verified by City Staff.

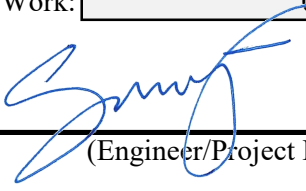
- 2nd and State: NE and SW ramps
- 4th and State: NE and NW ramps
- 6th and State: NE ramp
- 8th and State: NE, SE, NW, SW ramps
- 10th and State: SE ramp
- 3rd and State: NW and SW ramps
- 5th and State: SW, NE, and SE ramps
- 7th and State: SE ramp
- 9th and State: SW, NE, and SE ramps
- Grove and State: NE, SE, NW, and SW ramps

This change order includes all work associated with field reconstruction of the existing ramps to meet ADA requirements, including additional paving not previously accounted in the Issued for Construction Plans or Contract. Due to the 100% federal funding without City match received for this project, the City is obligated to comply with ADA requirements within the work zone.

All work, materials, and measurement to be in accordance with the provisions of the Standard Specifications and Special Provisions for the existing contract unless otherwise noted in this change order.

This Change Order Amount:	\$ 313,096.00	Previous Change Order Amounts:	
Original Contract Amount:	\$ 1,311,806.00	Total % Change to Original Contract:	23.87%
Percent Change This Change Order:	23.87%		

Additional Time to Complete Work: 0 WORKING DAYS (Per existing contract)

Recommended by: 
(Engineer/Project Manager)

Date: 5/09/2024

Approval by: _____
(Public Works Director)

Date: _____

Approval by: _____
(Finance Director)

Date: _____

Endorsed by: _____
(Contractor)

Date: _____

R2107 – State Avenue Pavement Preservation NHS Project

Change Order No. 1 Summary of Changes

Schedule of items for Change Order:

Item No.	Item Description	Summary of Change	Total Bid	Revised Total
3	ADA Feature Surveying (LS)	Increase to lump sum amount for additional 23 ramps to be surveyed	\$2,300	\$7,300
6	Mobilization (LS)	Increase to lump sum amount for additional 15 active work days	\$65,500	\$80,500
7	Other Temporary Traffic Control Devices (LS)	Increase to lump sum amount for 15 additional days of traffic control	\$11,200	\$26,200
12	Traffic Control Labor (Hr)	Estimated quantity increase of 300 hours over 15 additional days of traffic control	\$27,000	\$49,500
13	Traffic Control Supervisor (LS)	Increase to lump sum amount for 15 additional days of traffic control.	\$45,000	\$61,875
14	Removing Cement Conc. Sidewalk (SY)	Increase for 23 existing ramps to be removed for reconstruction (est. 18 SY per ramp)	\$29,700	\$54,540
15	Removing Cement Conc. Curb (LF)	Increase for 23 existing ramps to be removed for reconstruction (est. 25 LF per ramp)	\$16,400	\$39,400
18	Planing Bituminous Pavement (SY)	Unit price of \$4.25 per SY for 1,700 SY of additional existing asphalt	\$115,720	\$122,953
19	HMA Cl. 1/2-in PG 58H-22 (Ton)	Unit price of \$119/Ton for estimated additional quantity to pave additional quantity removed by change to Item 18	\$380,650	\$393,890
27	Cement Conc. Traffic Curb and Gutter (LF)	Increase for 23 existing ramps to be reconstructed (est. 25 LF per ramp)	\$26,260	\$63,635
28	Cement Conc. Pedestrian Curb (LF)	Increase for 23 existing ramps to be reconstructed (est. 5 LF per ramp)	\$1,100	\$7,425
31	Cement Conc. Sidewalk (SY)	Increase for 23 existing ramps to be reconstructed (est. 18 SY per ramp)	\$43,290	\$89,244
32	Cement Conc. Curb Ramp, Type Parallel (EA)	Four (4) additional ramps at existing bid unit price	\$12,600	\$29,400
33	Cement Conc. Curb Ramp, Type Perpendicular (EA)	Nineteen (19) additional ramps at existing bid unit price	\$20,196	\$84,150
SUBTOTAL			\$796,916	\$1,110,012
DIFFERENCE			--	\$313,096

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:

STATE AVENUE CORRIDOR PAVEMENT PRESERVATION NHS, PROJECT NO. R2107

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. 2023 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.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within Forty Five (45) 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] (\$ 1,311,806.00) 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 January 18, 2024 . 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.

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

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

DATED this _____ day of _____, 2/14/2024, 20____.

CITY OF MARYSVILLE

DocuSigned by:
 By: Jon Nehring
 Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

_____(CONTRACTOR)

DocuSigned by:
By: Andy Reece
0BDB8F374683 (Name)
Its: President (Title)

Attested/Authenticated:

DocuSigned by:
Chari Taber
78D1E85C1A4F0463 (Name)
Chari Taber, Deputy City Clerk

Approved as to form:

DocuSigned by:
Jon Walker
7864B51A2684C468 (Name)
Jon Walker, City Attorney