



**CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 8, 2025 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Swearing in of Police K9 Charlie and Police K9 Kona
[K9 Charlie Oath](#)
[K9 Kona Oath.pdf](#)
- B. Mayor's Outstanding Volunteer Award
[CandCWells Outstanding Volunteer_2025DEC08.pdf](#)
- C. Proclamation Honoring City Councilmember Tom King
[Honoring City Councilmember Tom King.pdf](#)

Public Comment

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

Consent

- 1. November 19, 2025, Claims in the Amount of \$2,239,408.40 paid by EFT

Transaction Check Numbers 191303 through 191312 and Check Numbers 191313 through 191443 with Check Numbers 178552 and 191248 Voided
[111925.rtf](#)

2. November 25, 2025, Payroll in the Amount of \$1,984,739.19 paid by EFT
Transaction Check numbers 149907 through 150289 and Check Numbers 35931 through 35941
3. November 26, 2025, Claims in the Amount of \$2,628,972.19 paid by EFT
Transaction Check Number 191444 and Check Numbers 191445 through 191544 with Check Numbers 178684, 180008, and 191438 Voided
[112625.rtf](#)

Review Bids

Public Hearings

Executive Session

A. Litigation

B. Personnel

C. Real Estate

New Business

4. 2026 Liability Insurance Renewal
Recommended Motion: I move to authorize the Mayor to sign and execute the liability insurance binders in an amount not to exceed \$1,089,458
[2026 Marysville Liability Renewal Proposal_Draft Not to Exceed.pdf](#)
5. Supplemental Agreement No. 4 with Otak, Inc., providing for Otak's continued support of the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project.
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 4 with Otak, Inc., for the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project.
[Supp 4_Consolidated.pdf](#)
6. Lake Stevens Jail Interlocal Agreement Third Amendment
Recommended Motion: I move to authorize Mayor to sign and execute the agreement.
[Lake Stevens Jail ILA Third Amendment 112025.pdf](#)
[Original Agreement and Amendments 1 and 2.pdf](#)
7. Supplemental Agreement No. 8 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 8 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project.
[Riverwalk Sup 8 rev1.pdf](#)
[Original_PSA-Supplemental_No._7.pdf](#)

8. 2026 LifeWise Assurance Stop Loss Insurance Renewal
Recommended Motion: I move to authorize the Mayor to sign and execute the LifeWise Assurance Company services renewal.
[R0126 - LWAC Exhibit - Firm - City of Marysville.pdf](#)
9. Omiga Solutions OCourt Service Level Agreement with the Marysville Municipal Court
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Omiga Solutions.
[OMIGA_OCourt_Marysville_Service Level Agreement 25_31.pdf](#)
10. A **Resolution** amending the Current Pay Classifications and Grades or Ranges and Providing for the Establishment of Pay Classifications and Grades or Ranges.
Recommended Motion: I move to adopt resolution No. _____.
[Resolution - Non-Rep.Management Salary Grid Update 12.8.25.docx](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing in of Police K9 Charlie and Police K9 Kona

SUGGESTED ACTION:

SUMMARY: We are requesting that K9 Charlie and K9 Kona be sworn in.

ATTACHMENTS:
[K9 Charlie Oath](#)
[K9 Kona Oath.pdf](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



**POLICE K9
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

**I, K9 CHARLIE, DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE
EMPLOYEES OF THE MARYSVILLE POLICE DEPARTMENT; THE
RESIDENTS OF MARYSVILLE; AND THE VISITORS TO THE POLICE
STATION; AND THAT I WILL FAITHFULLY, HONESTLY, AND
IMPARTIALLY PERFORM THE DUTIES OF A POLICE K9 FOR THE
MARYSVILLE POLICE DEPARTMENT, ACCORDING TO THE BEST OF MY
ABILITY, SO HELP ME GOD.**

SIGNED THIS 8TH DAY OF DECEMBER 2025

**CHARLIE
POLICE K9**

**ERIK SCAIRPON
CHIEF OF POLICE**

**JON NEHRING
MAYOR**

**TINA BROCK
CITY CLERK**



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



**POLICE K9
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

I, K9 KONA, DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE EMPLOYEES OF THE MARYSVILLE POLICE DEPARTMENT; THE RESIDENTS OF MARYSVILLE; AND THE VISITORS TO THE POLICE STATION; AND THAT I WILL FAITHFULLY, HONESTLY, AND IMPARTIALLY PERFORM THE DUTIES OF A POLICE K9 FOR THE MARYSVILLE POLICE DEPARTMENT, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

SIGNED THIS 8TH DAY OF DECEMBER 2025

KONA
POLICE K9

JON NEHRING
MAYOR

ERIK SCAIRPON
CHIEF OF POLICE

TINA BROCK
CITY CLERK



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Sarah Calvin, Executive

ITEM TYPE: Mayor's Business

AGENDA SECTION: **Presentations**

SUBJECT: Mayor's Outstanding Volunteer Award

SUGGESTED ACTION:

SUMMARY: Mayor's Outstanding Volunteer Award presented to Craig and Carla Wells of the Laundry Station for providing free laundry services in generous support of the Marysville Cold Weather Shelter program.

ATTACHMENTS:

[CandCWells Outstanding Volunteer_2025DEC08.pdf](#)

OUTSTANDING VOLUNTEER AWARD



♦ MARYSVILLE ♦

PROUDLY PRESENTED TO

Craig and Carla Wells

*for your exemplary and inspiring commitment to our community.
Your service, enthusiasm and dedication to our city are greatly appreciated.*

PRESENTED ON DECEMBER 8, 2025

Mayor Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Communications Manager Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Honoring City Councilmember Tom King

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[Honoring City Councilmember Tom King.pdf](#)



PROCLAMATION HONORING CITY COUNCILMEMBER TOM KING

WHEREAS, Tom King began his public service career with the City of Marysville in 1999, serving as Senior Traffic Control Systems Technician until his retirement in 2015; and

WHEREAS, after his retirement, Tom transferred his energy and passion for his hometown as he ran for and was elected to two terms on the City Council, where he has served with dedication since 2018; and

WHEREAS, during Tom's tenure of leadership, he has been a strong advocate for public safety, infrastructure development and parks expansion, including but not limited to:

- Creation of the Regional Fire Authority, where he served on the Marysville Fire District Board of Directors;
- Designation, promotion and development of the Cascade Industrial Center, which has attracted thousands of family-wage jobs to Marysville;
- Support for major transportation improvements including the 1st Street Bypass, 156th Street railroad overcrossing and Cascade Industrial Center road network;
- Support for new public facilities including the Marysville Civic Center and community center;
- Working toward waterfront redevelopment including the completion of the Harborview and Ebey Waterfront Trails, planning for Public Works relocation and reviewing potential opportunities for future public-private partnership;
- Expanding park offerings through opening several new city parks and trails;
- Service on the city's Government Affairs Committee, Public Works Committee, and Parks, Culture and Recreation Advisory Board, and the Snohomish County Technical Advisory Board and Solid Waste Advisory Committee; and

WHEREAS, in addition, Tom volunteers much of his time for the Marysville Strawberry Festival and the Marysville Community Food Bank, and previously served with Marysville Kiwanis, on the Marysville School Board and as a volunteer firefighter.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, in grateful appreciation do hereby thank and honor Tom King for his distinguished and selfless service to the City of Marysville.

Under my hand and seal this eighth day of December, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: November 19, 2025, Claims in the Amount of \$2,239,408.40 paid by EFT Transaction Check Numbers 191303 through 191312 and Check Numbers 191313 through 191443 with Check Numbers 178552 and 191248 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[111925.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 11/19/2025 TO 11/19/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
191303	ACH STATE AUDITORS OFFIC	AUDIT PERIOD 2024	NON-DEPARTMENTAL	-52.18
	ACH STATE AUDITORS OFFIC		UTIL ADMIN	-52.17
	ACH STATE AUDITORS OFFIC		UTIL ADMIN	4,990.22
	ACH STATE AUDITORS OFFIC		NON-DEPARTMENTAL	4,990.23
191304	ACH COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	54.78
191305	ACH PREMIERA BLUE CROSS	CLAIMS PAID 11/1 TO 11/8/25	MEDICAL CLAIMS	128,629.95
191306	ACH LICENSING, DEPT OF	CPL - OCT 25	INTERGOVERNMENTAL	1,458.00
191307	ACH LICENSING, DEPT OF	DEALER LIC CRYPTID LASERWORKS	INTERGOVERNMENTAL	125.00
191308	ACH REVENUE, DEPT OF	EXCISE TAXES = OCT 2025	POLICE ADMINISTRATION	38.71
	ACH REVENUE, DEPT OF		WATER/SEWER OPERATION	84.10
	ACH REVENUE, DEPT OF		GENERAL FUND	520.92
	ACH REVENUE, DEPT OF		GOLF ADMINISTRATION	591.19
	ACH REVENUE, DEPT OF		TRIBAL GAMING FUND	2,385.72
	ACH REVENUE, DEPT OF		GOLF COURSE	11,463.80
	ACH REVENUE, DEPT OF		STORM DRAINAGE	12,918.32
	ACH REVENUE, DEPT OF		SOLID WASTE OPERATIONS	41,606.91
	ACH REVENUE, DEPT OF		UTIL ADMIN	45,372.99
	ACH REVENUE, DEPT OF		UTIL ADMIN	75,155.67
191309	ACH MATIA CONTRACTORS	MOTHER NATURES WINDOW PH. 1/RETAINAGE	GMA-PARKS	-10,445.56
	ACH MATIA CONTRACTORS		GMA-PARKS	228,548.90
191310	ACH REAPER	SIDEWALK/LIGHTING PROJECT	GMA-STREET	-1,098.80
	ACH REAPER		GMA - STREET	21,976.00
191311	ACH CHASE	LTGO20B - COURTHOUSE REFUNDING	INTEREST & OTHER	33,700.00
	ACH CHASE		REDEMPTION L/T	235,000.00
191312	ACH BENEFIT	MEDICAL PREMIUMS - DEC 2025	MEDICAL CLAIMS	179,415.04
191313	911 SUPPLY INC.	UNIFORMS	POLICE COMMUNITY	361.70
191314	AALBU BROTHERS LLC	HYDRAULIC CYLINDER, UPPER PIN - J040	EQUIPMENT RENTAL	1,047.84
191315	ABLE LABEL INC	PRINTER LABLES	EQUIPMENT RENTAL	85.02
	ABLE LABEL INC		UTIL ADMIN	323.81
191316	AIRDATA UAV, INC.	SUBSCRIPTION	POLICE PATROL	2,770.00
191317	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	90.69
	ALEXANDER PRINTING		DETENTION & CORRECTION	104.12
	ALEXANDER PRINTING		POLICE PATROL	247.89
	ALEXANDER PRINTING	WM CALENDAR MAILING	SOLID WASTE OPERATIONS	11,637.49
191318	ALL PHASE ELECTRIC	STREET LIGHT FIXTURES	STREET LIGHTING	5,253.39
191319	AM TEST INC	LAB TESTING	WASTE WATER TREATMENT	35.00
191320	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	38.18
	AMERICAN CLEANERS		POLICE ADMINISTRATION	60.78
	AMERICAN CLEANERS		POLICE PATROL	68.70
	AMERICAN CLEANERS		DETENTION & CORRECTION	113.08
191321	ANDERSON, MICHELLE	REFUND - BASKETBALL	PARKS-RECREATION	100.00
191322	ARLINGTON, CITY OF	EVOC RENTAL	POLICE TRAINING-FIREARMS	778.83
191323	ARNES, JULIA	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
191324	ASTOUND BUSINESS	LEASE/MAINTENANCE/INTERNET SERVICES	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
191325	AT&T MOBILITY LLC	CELL PHONES	WASTE WATER TREATMENT	84.06
	AT&T MOBILITY LLC		ENGR-GENL	168.10
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	168.10
	AT&T MOBILITY LLC		RECREATION SERVICES	168.10
	AT&T MOBILITY LLC		COMMUNITY	252.15
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	252.15

**CITY OF MARYSVILLE
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FOR INVOICES FROM 11/19/2025 TO 11/19/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
191325	AT&T MOBILITY LLC	CELL PHONES	UTIL ADMIN	252.15
	AT&T MOBILITY LLC		GIS SERVICES IS	336.20
	AT&T MOBILITY LLC		FINANCE-GENL	336.20
	AT&T MOBILITY LLC		CITY CLERK	420.25
	AT&T MOBILITY LLC		MUNICIPAL COURTS	420.25
	AT&T MOBILITY LLC		LEGAL-GENL	420.25
	AT&T MOBILITY LLC		OFFICE OPERATIONS	588.35
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	840.50
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	924.55
	AT&T MOBILITY LLC		POLICE INVESTIGATION	1,176.70
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	1,176.70
	AT&T MOBILITY LLC		DETENTION & CORRECTION	1,512.90
	AT&T MOBILITY LLC		COMMUNITY SERVICES UNIT	1,596.95
	AT&T MOBILITY LLC		COMPUTER SERVICES	1,765.05
	AT&T MOBILITY LLC		POLICE PATROL	6,724.00
191326	BHARDWAJ, MANOJ K	UB REFUND	WATER/SEWER OPERATION	268.21
191327	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	705.00
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	4,065.00
191328	BICKFORD FORD	CREDIT FOR INV 1303234	EQUIPMENT RENTAL	-82.05
	BICKFORD FORD	IGNITION COIL - P208	EQUIPMENT RENTAL	72.60
	BICKFORD FORD	REAR CONTROL ARM - P203	EQUIPMENT RENTAL	78.68
	BICKFORD FORD	TIRE PRESSURE MONITOR SENSOR	ER&R	221.38
	BICKFORD FORD	AXLE HUB NUT, WHEEL BEARING - P164	EQUIPMENT RENTAL	228.65
	BICKFORD FORD	COOLING FAN ASSEMBLY - P185	EQUIPMENT RENTAL	328.53
	BICKFORD FORD	E-SHIFT LINKAGE ASSEMBLY - V059	EQUIPMENT RENTAL	352.11
	BICKFORD FORD	IGNITION COILS, SPARK PLUGS - P208	EQUIPMENT RENTAL	386.14
	BICKFORD FORD	ALTERNATOR - P164	EQUIPMENT RENTAL	504.44
	BICKFORD FORD	SPARK PLUGS/IGNITION COILS - J049	EQUIPMENT RENTAL	631.79
	BICKFORD FORD	POWER TRANSFER UNIT - P164	EQUIPMENT RENTAL	1,850.40
191329	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	564.45
191330	BIO CLEAN, INC	DECONTAMINATION SERVICE	DETENTION & CORRECTION	547.00
	BIO CLEAN, INC		DETENTION & CORRECTION	547.00
	BIO CLEAN, INC		DETENTION & CORRECTION	547.00
191331	BOGGS, DARBI	SPECIAL OLYMPICS CONFERENCE	POLICE PATROL	414.00
191332	BOTESCH, NASH & HALL	OLD CITY HALL	UTILITY CONSTRUCTION	10,048.00
191333	BRAKE AND CLUTCH	OIL HUB CAPS	ER&R	163.75
	BRAKE AND CLUTCH	WHEEL AXLE SEAL - J042	EQUIPMENT RENTAL	197.61
	BRAKE AND CLUTCH	GASKETS, SEALS	ER&R	324.21
191334	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	784.80
191335	BUGAYONG, ALFREDO &	UB REFUND	WATER/SEWER OPERATION	331.62
	BUGAYONG, ALFREDO &		WATER/SEWER OPERATION	970.07
191336	BUGAYONG, ALFREDO &		WATER/SEWER OPERATION	1,036.09
191337	BURNS & TUCKER		WATER/SEWER OPERATION	213.03
191338	CENTRAL WELDING SUPP	GLOVES	ER&R	62.36
	CENTRAL WELDING SUPP	EAR PLUGS, SHOVELS	ER&R	431.39
	CENTRAL WELDING SUPP	SAFETY GLASSES, HAND WARMERS	ER&R	689.22
191339	CERTERRA NORTHWEST	PROFESSIONAL SERVICE	GMA - STREET	536.25
	CERTERRA NORTHWEST		GMA - STREET	10,983.00
191340	CML SECURITY, LLC	JAIL RAILING/RETAINAGE	GENERAL FUND	-743.75
	CML SECURITY, LLC		GENERAL FUND	-743.75
	CML SECURITY, LLC		GENERAL FUND	-200.00
	CML SECURITY, LLC		DETENTION & CORRECTION	4,000.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
191340	CML SECURITY, LLC	JAIL RAILING/RETAINAGE	DETENTION & CORRECTION	14,875.00
	CML SECURITY, LLC		DETENTION & CORRECTION	14,875.00
191341	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
191342	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	9,122.20
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	17,187.20
191343	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	474.79
191344	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	136.75
191345	DICKS TOWING	TOWING	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-55663	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-57975	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-58050	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-58287	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-59939	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-60293	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-60815	POLICE PATROL	77.54
	DICKS TOWING	TOWING 73257D	POLICE PATROL	155.08
	DICKS TOWING	TOWING BWB9752	POLICE PATROL	185.43
	DICKS TOWING	TOWING PD67	POLICE PATROL	185.43
	DICKS TOWING	TRACK HOE RECOVERY	STORM DRAINAGE	15,507.45
191346	DOBBS PETERBILT	FUEL FILTERS, MARKER LIGHTS	ER&R	432.61
	DOBBS PETERBILT	CAB LATCH - J042	EQUIPMENT RENTAL	526.97
	DOBBS PETERBILT	VALVES, SWITCHS, FILTERS	ER&R	1,208.84
191347	DWYER INSTRUMENTS	FLOWMETER, O-RING	WASTE WATER TREATMENT	1,368.27
191348	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	1,271.86
	EAGLE FENCE		STORM DRAINAGE	1,299.42
	EAGLE FENCE		STORM DRAINAGE	1,573.40
	EAGLE FENCE		STORM DRAINAGE	1,918.19
191349	EKE, MICHAEL	UB REFUND	WATER/SEWER OPERATION	260.23
191350	ENVIRONMENTAL SCIENC	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	899.20
191351	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
191352	EVERETT STEEL INC.	TUBE, FLAT BAR	EQUIPMENT RENTAL	729.10
191353	EVERETT TIRE & AUTO	ALIGNMENT - P164	EQUIPMENT RENTAL	271.64
	EVERETT TIRE & AUTO	ALIGNMENT - P203	EQUIPMENT RENTAL	271.64
191354	EVERETT, CITY OF	ANIMALS TO THE SHELTER	POLICE COMMUNITY	185.00
	EVERETT, CITY OF		POLICE COMMUNITY	550.00
	EVERETT, CITY OF		POLICE COMMUNITY	555.00
	EVERETT, CITY OF		POLICE COMMUNITY	600.00
	EVERETT, CITY OF		POLICE COMMUNITY	750.00
191355	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-13.17
	EVIDENT, INC.		POLICE PATROL	153.38
191356	FEDEX	POSTAGE	WASTE WATER TREATMENT	40.05
191357	FOREMOST PROMOTIONS	STICKERS	CRIME PREVENTION	301.29
	FOREMOST PROMOTIONS		CRIME PREVENTION	437.60
191358	GALLS, LLC	UNIFORMS	POLICE COMMUNITY	15.75
	GALLS, LLC		POLICE PATROL	31.51
	GALLS, LLC		POLICE PATROL	31.51
	GALLS, LLC		POLICE PATROL	38.10
	GALLS, LLC	UNIFORM - HAMILTON	POLICE PATROL	54.41
	GALLS, LLC	UNIFORMS	POLICE PATROL	71.63
	GALLS, LLC		POLICE PATROL	71.63
	GALLS, LLC	UNIFORM - HAMILTON	POLICE PATROL	83.69

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191358	GALLS, LLC	UNIFORMS	POLICE PATROL	83.69
	GALLS, LLC		POLICE PATROL	93.22
	GALLS, LLC	UNIFORM - LEWIS	POLICE COMMUNITY	145.17
	GALLS, LLC	UNIFORMS	POLICE PATROL	145.67
	GALLS, LLC	EAR MOLDS	POLICE PATROL	157.54
	GALLS, LLC	UNIFORMS	POLICE PATROL	167.38
	GALLS, LLC	UNIFORM - BARNES	POLICE PATROL	194.37
	GALLS, LLC	UNIFORMS	POLICE PATROL	256.80
	GALLS, LLC	UNIFORM - BAUER	POLICE PATROL	283.35
	GALLS, LLC	UNIFORM - BURTIS	DETENTION & CORRECTION	283.35
	GALLS, LLC	UNIFORM - CORDOZA	POLICE PATROL	283.35
	GALLS, LLC	UNIFORM - ELTON	POLICE ADMINISTRATION	283.35
	GALLS, LLC	UNIFORM - JONES	POLICE ADMINISTRATION	283.35
	GALLS, LLC	UNIFORM - LAMOUREUX	POLICE ADMINISTRATION	283.35
	GALLS, LLC	UNIFORM - MAPLES	POLICE PATROL	283.35
	GALLS, LLC	UNIFORM - MISHLER	POLICE PATROL	283.35
	GALLS, LLC	UNIFORM - MORTON	DETENTION & CORRECTION	283.35
	GALLS, LLC	UNIFORM - NIANEKEO	POLICE PATROL	283.35
	GALLS, LLC	UNIFORM - POWERS	YOUTH SERVICES	283.35
	GALLS, LLC	UNIFORMS	POLICE PATROL	376.97
	GALLS, LLC		DETENTION & CORRECTION	537.13
	GALLS, LLC		POLICE PATROL	537.13
	GALLS, LLC		POLICE PATROL	606.97
191359	GANT, CALVIN	OPERATOR CERTIFICATION RENEWAL	WASTE WATER TREATMENT	200.00
191360	GDA 14 LLC	UB REFUND TNT HOLLAND	WATER/SEWER OPERATION	256.73
191361	GEDDIS, CATHERINE	INSTRUCTOR PAYMENT	RECREATION SERVICES	216.00
	GEDDIS, CATHERINE		RECREATION SERVICES	285.60
	GEDDIS, CATHERINE		RECREATION SERVICES	294.00
191362	GLASS FIX LLC	WINDSHIELD REPAIR - J042	EQUIPMENT RENTAL	218.80
	GLASS FIX LLC	WINDSHIELD REPLACEMENT - P211	EQUIPMENT RENTAL	645.46
191363	GRAY AND OSBORNE	PROFESSIONAL SERVICE	GMA-PARKS	999.77
	GRAY AND OSBORNE	COMP PLAN UPDATE	SURFACE WATER CAPITAL	8,582.05
191364	GREENSHIELDS INDS	HYDRAULIC HOSE ASSEMBLY - J040	EQUIPMENT RENTAL	65.59
	GREENSHIELDS INDS	HYDRAULIC ADAPTER - CUROTTO CAN CC17	EQUIPMENT RENTAL	66.42
191365	HA, HYUN KYONG	UB REFUND TNT MARKEL	WATER/SEWER OPERATION	190.70
191366	HD FOWLER COMPANY	BRASS WATER SERVICE PARTS	WATER/SEWER OPERATION	542.95
191367	HEWLETT PACKARD	COPIER	PARK & RECREATION FAC	2.31
	HEWLETT PACKARD		FINANCE-GENL	2.34
	HEWLETT PACKARD		FINANCE-GENL	18.39
	HEWLETT PACKARD		ENGR-GENL	31.48
	HEWLETT PACKARD		FINANCE-GENL	66.95
191368	HOLT SERVICES INC	RETAINAGE	WATER/SEWER OPERATION	-13,087.10
	HOLT SERVICES INC	WELL REPLACEMENT - LAKE GOODWIN	SOURCE OF SUPPLY	15,575.25
	HOLT SERVICES INC		SOURCE OF SUPPLY	127,466.75
191369	HOME DEPOT PRO	CREDIT FOR INV 898265319	ER&R	-14.92
	HOME DEPOT PRO	CREDIT FOR INV 894563782	ER&R	-9.88
	HOME DEPOT PRO		ER&R	-0.93
	HOME DEPOT PRO	FLEX SCRAPER	ER&R	8.63
	HOME DEPOT PRO	HAND SANITIZER	ER&R	9.88
	HOME DEPOT PRO		ER&R	10.81
	HOME DEPOT PRO	BROOMS	ER&R	14.92
	HOME DEPOT PRO	PUTTY KNIFES, BROOMS	ER&R	23.55

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 11/19/2025 TO 11/19/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
191369	HOME DEPOT PRO	HANDLES, CLEANERS	ER&R	494.58
191370	HORNY TOAD HOMES LLC	UB REFUND	WATER/SEWER OPERATION	240.10
191371	HYND, JOHN		WATER/SEWER OPERATION	11.07
191372	INTERMOUNTAIN LOCK	CREDIT FOR INV 4383870	FACILITY MAINTENANCE	-36.52
	INTERMOUNTAIN LOCK	PADLOCKS	ER&R	76.49
	INTERMOUNTAIN LOCK		ER&R	542.63
191373	IRANY, LAURA	UB REFUND	WATER/SEWER OPERATION	187.54
191374	JULZ ANIMAL HOUZ	K9 FOOD/SUPPLIES	K9 PROGRAM	22.41
	JULZ ANIMAL HOUZ		K9 PROGRAM	24.06
191375	KENWORTH NORTHWEST	AIR CANISTER CARTRIDGES	ER&R	408.78
	KENWORTH NORTHWEST	SPEED SENSOR KIT - J031	EQUIPMENT RENTAL	459.16
	KENWORTH NORTHWEST	DIAGNOSIS, ENGINE REPAIR - H024	EQUIPMENT RENTAL	2,206.81
191376	KOHR, DEAN E	UB REFUND	WATER/SEWER OPERATION	335.25
191377	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	137,300.00
191378	LANGUAGE LINE	INTERPRETER SERVICE	POLICE INVESTIGATION	58.80
191379	LARSEN, LARRY L	UB REFUND	WATER/SEWER OPERATION	800.00
191380	LASTING IMPRESSIONS	CADETS	POLICE PATROL	254.42
	LASTING IMPRESSIONS	UIFORMS	POLICE PATROL	396.58
	LASTING IMPRESSIONS	CSO UNIFORMS	POLICE COMMUNITY	403.41
	LASTING IMPRESSIONS	PATCHES	POLICE PATROL	536.06
	LASTING IMPRESSIONS	HATS	POLICE PATROL	1,268.97
191381	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	253.07
	LES SCHWAB TIRE CTR		ER&R	674.95
	LES SCHWAB TIRE CTR		ER&R	2,411.38
191382	LESTER, TERI	REIMBURSEMENT - BENEFITS FAIR SUPPLIES	PERSONNEL ADMINISTRATION	156.74
191383	LOE, TANNER	UB REFUND	WATER/SEWER OPERATION	128.15
191384	LOHRKE, TREVOR	EVOC INSTRUCTOR	POLICE PATROL	374.00
191385	MARKEL, STEPHEN	UB REFUND	WATER/SEWER OPERATION	294.01
191386	MARYSVILLE AWARDS	K9 AWARDS	POLICE ADMINISTRATION	399.26
191387	MEYERS, NICHOLE	REFUND - RENTAL DEPOSIT	GENERAL FUND	500.00
191388	MORADO, KATHRYN	UB REFUND	WATER/SEWER OPERATION	91.13
191389	NAPA AUTO PARTS	CREDIT FOR INV 577179	ER&R	-56.88
	NAPA AUTO PARTS	OIL FILTERS	ER&R	16.76
	NAPA AUTO PARTS	SERPENTINE BELT - J020	EQUIPMENT RENTAL	129.54
	NAPA AUTO PARTS	AIR, OIL FILTERS	ER&R	321.24
	NAPA AUTO PARTS	FILTERS, LIGHTS, RELAYS	ER&R	1,022.35
191390	NATALE, CHRISTINA	UB REFUND	WATER/SEWER OPERATION	400.00
191391	NEW PIG CORPORATION	ABSORBENT	STORM DRAINAGE	1,566.19
191392	ODP BUSINESS Solutio	PAPER	LEGAL - PROSECUTION	94.80
	ODP BUSINESS Solutio		LEGAL-GENL	94.80
	ODP BUSINESS Solutio		CITY CLERK	94.81
191393	OREILLY AUTO PARTS	BATTERY CABLE - P228	EQUIPMENT RENTAL	42.18
	OREILLY AUTO PARTS	AIR FILTER	ER&R	69.35
	OREILLY AUTO PARTS	EXHAUST MANIFOLD PARTS - P164	EQUIPMENT RENTAL	76.92
	OREILLY AUTO PARTS	OIL HOSES - J042	EQUIPMENT RENTAL	249.87
	OREILLY AUTO PARTS	STRUT ASSEMBLIES, SHOCK ABSORBER - P164	EQUIPMENT RENTAL	696.86
191394	PACIFIC POWER BATTER	BATTERY	SOURCE OF SUPPLY	25.97
191395	PB LOADER CORP	PUMP, SPRAY WAND NOZZLE - 247	EQUIPMENT RENTAL	3,508.37
191396	PEACE OF MIND	COUNCIL MEETING	CITY CLERK	224.20
	PEACE OF MIND		CITY CLERK	311.60
191397	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	33.85
	PETROCARD SYSTEMS	FUEL - CONSUMED	COMPUTER SERVICES	36.20

**CITY OF MARYSVILLE
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191397	PETROCARD SYSTEMS	FUEL - CONSUMED	STORM DRAINAGE	37.03
	PETROCARD SYSTEMS		ENGR-GENL	63.92
	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	67.76
	PETROCARD SYSTEMS	FUEL - CONSUMED	FACILITY MAINTENANCE	95.61
	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	113.81
	PETROCARD SYSTEMS	FUEL - CONSUMED	EQUIPMENT RENTAL	169.45
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	191.76
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	204.14
	PETROCARD SYSTEMS		COMMUNITY	228.97
	PETROCARD SYSTEMS	FUEL CONSUMED	DEVELOPMENT SERVICES	283.47
	PETROCARD SYSTEMS		COMMUNITY	290.23
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	294.65
	PETROCARD SYSTEMS	FUEL - CONSUMED	PARK & RECREATION FAC	3,047.94
	PETROCARD SYSTEMS	FUEL CONSUMED	PARK & RECREATION FAC	3,175.85
	PETROCARD SYSTEMS	FUEL - CONSUMED	GENERAL	3,758.90
	PETROCARD SYSTEMS	FUEL CONSUMED	GENERAL	5,887.88
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,425.99
	PETROCARD SYSTEMS	FUEL - CONSUMED	MAINT OF EQUIPMENT	7,133.37
	PETROCARD SYSTEMS	FUEL CONSUMED	SOLID WASTE OPERATIONS	9,095.98
	PETROCARD SYSTEMS	FUEL - CONSUMED	SOLID WASTE OPERATIONS	9,901.85
	PETROCARD SYSTEMS	FUEL CONSUMED	POLICE PATROL	10,375.31
	PETROCARD SYSTEMS	FUEL - CONSUMED	POLICE PATROL	10,776.68
191398	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	14,855.00
191399	PORTER, RICHARD & JO	UB REFUND	WATER/SEWER OPERATION	308.63
191400	POWERS, PHILLIP	WLEEA TRAINING	POLICE PATROL	129.00
191401	PUD	224678714	STREET LIGHTING	41.90
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #205481823	GOLF ADMINISTRATION	50.57
	PUD	ACCT #201346665	SEWER LIFT STATION	51.53
	PUD	ACCT #201142155	TRANSPORTATION	72.92
	PUD	ACCT #202294245	SEWER LIFT STATION	83.91
	PUD	ACCT #204829691	STREET LIGHTING	93.97
	PUD	ACCT #203996343	STREET LIGHTING	101.25
	PUD	WILDFLOWER PARK	PARK & RECREATION FAC	127.67
	PUD	ACCT #201909637	SEWER LIFT STATION	129.79
	PUD	ACCT #221610405	STREET LIGHTING	134.03
	PUD	ACCT #203291216	GENERAL	156.85
	PUD	ACCT #220020531	STREET LIGHTING	219.15
	PUD	ACCT #202882098	STREET LIGHTING	13,368.41
	PUD		STREET LIGHTING	16,339.18
191402	PUGET SOUND ENERGY	ACCT #220002768939	NON-DEPARTMENTAL	22.72
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	95.44
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	106.00
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	182.95
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	220.65
	PUGET SOUND ENERGY	ACCT #220026412746	NON-DEPARTMENTAL	249.10
	PUGET SOUND ENERGY	ACCT #200004804056	RECREATION SERVICES	349.03
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	443.92
	PUGET SOUND ENERGY	ACCT #220026419946	NON-DEPARTMENTAL	588.51

**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
191402	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	650.51
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	895.29
191403	PUMPTech HOLDINGS	RETAINAGE RELEASE	WATER/SEWER OPERATION	6,291.59
191404	RADIA INC PS	INMATE EMERGENCY CARE	DETENTION & CORRECTION	30.00
191405	REECE TRUCKING	52ND ST NE,58TH ST NE/RETAINAGE	GENERAL FUND	-894.88
	REECE TRUCKING		TRANSPORTATION	17,897.51
191406	REECE TRUCKING	84TH ST NE, 55TH AVE NE/RETAINAGE	GENERAL FUND	-1,166.38
	REECE TRUCKING		TRANSPORTATION	25,520.29
191407	REECE TRUCKING	52ND ST NE, 58TH ST NE/RETAINAGE	GENERAL FUND	-1,389.88
	REECE TRUCKING		TRANSPORTATION	27,797.51
191408	REECE TRUCKING	PAVEMENT PRESERVATION/RETAINAGE	MARYSVILLE TBD	-5,436.60
	REECE TRUCKING		GENL GVRNMNT SERVICES	108,731.91
191409	REECE TRUCKING	SHARED USE PATH IMPROVEMENTS	GMA - STREET	31,714.74
191410	REFENES, TOMMY & JAC	UB REFUND	WATER/SEWER OPERATION	42.12
191411	REICHARDT & EBE ENG	PROJECT ADMIN/MATERIALS	GMA - STREET	2,787.09
191412	RWC INTERNATIONAL	CREDIT FOR INV XA115009811:01	EQUIPMENT RENTAL	-43.75
	RWC INTERNATIONAL	HOSE CLAMP - J020	EQUIPMENT RENTAL	43.75
	RWC INTERNATIONAL	AIR FILTER	ER&R	62.38
	RWC INTERNATIONAL	CAB MARKER LIGHT - J020	EQUIPMENT RENTAL	115.31
	RWC INTERNATIONAL	SPPED SENSOR - J020	EQUIPMENT RENTAL	186.76
	RWC INTERNATIONAL	FILTERS, COOLANT	ER&R	1,621.47
191413	SAFEWAY INC.	JAIL SUPPLIES	DETENTION & CORRECTION	79.46
191414	SAFEWAY INC.		DETENTION & CORRECTION	128.30
191415	SCORE	INMATE HOUSING	DETENTION & CORRECTION	11,677.86
191416	SHINN, HARLAN	UB REFUND	WATER/SEWER OPERATION	112.05
191417	SNO CO PUBLIC WORKS	SERVICES AT GISSBERG TWIN LAKES	STORM DRAINAGE	4,050.50
191418	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	103,932.42
191419	SOUND EQUIPMENT	TACK HOE RENTAL	STORM DRAINAGE	7,001.60
191420	SOUND SAFETY	SMART UNIFORMS	POLICE PATROL	529.01
191421	SUPER HAWK CANOPY	CANOPY	POLICE PATROL	3,563.16
191422	TACOMA SCREW PRODUCT	HIGH SOLIDS PAINT	ER&R	1,493.32
191423	TERRA DYNAMICS, INC.	IRRIGATION REPLACEMENT	GOLF CAPITAL OUTLAY	236,649.70
191424	THE RIDGE MARYSVILLE	UB REFUND BILLED IN ERROR TO THE RIDGE HOVAT	WATER/SEWER OPERATION	5,126.20
191425	TRANSP0 GROUP	PROFESSIONAL SERVICE	TRANSPORTATION	1,932.50
	TRANSP0 GROUP		TRANSPORTATION	2,071.25
	TRANSP0 GROUP		GMA - STREET	2,488.35
191426	TRANSPORTATION, DEPT	GENERAL PROJECT MANAGEMENT	GMA - STREET	61.95
	TRANSPORTATION, DEPT		GMA - STREET	137.15
191427	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	490.35
191428	TRANSWESTERN REAL ES	UB REFUND	WATER/SEWER OPERATION	954.01
191429	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	437.93
191430	USDA-APHIS-WILDLIFE	PROGRAM SUPPORT	STORM DRAINAGE	1,121.61
191431	VC QUALITY SERVICE	BODY DAMAGE REPAIR - P203	EQUIPMENT RENTAL	9,968.21
191432	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	29.50
	VESTIS GROUP INC.		EQUIPMENT RENTAL	54.80
191433	VESTIS GROUP INC.	CUSTODIAL CLEANING ITEM/MCC RENTALS	CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.00

DATE: 11/20/2025
TIME: 7:44:47AM

CITY OF MARYSVILLE
INVOICE LIST

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
191433	VESTIS GROUP INC.	CUSTODIAL CLEANING ITEM/MCC RENTALS	CUSTODIAL SERVICES	180.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.00
191434	WANG, DI	UB REFUND	WATER/SEWER OPERATION	138.07
191435	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	561.38
191436	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	475.20
191437	WIBORG, CHRIS	UB REFUND	WATER/SEWER OPERATION	154.75
191438	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	RECREATION SERVICES	292.50
	WINNINGHAM, TAYLOR	HOLIDAY PARTY	OPERA HOUSE	300.00
191439	WISEMAN, GARRETT	WASPC CONFERENCE	POLICE PATROL	387.00
191440	WOODWARD, AUSTIN	UB REFUND	WATER/SEWER OPERATION	453.69
	WOODWARD, AUSTIN		WATER/SEWER OPERATION	647.98
191441	ZIPLY FIBER	ACCT #3606594037	FACILITY MAINTENANCE	147.00
191442	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	236.42
191443	ZIPLY FIBER	3606580637	COMPUTER SERVICES	252.38

WARRANT TOTAL: 2,239,955.44

GDA 14, LLC.	INITIATOR ERROR	178552	\$256.73
LANDIS, JOSHUA DAVID & GABRIELLE	INITIATOR ERROR	191248	\$290.31

<u>REASON FOR VOIDS:</u>	WARRANT TOTAL:	<u>\$2,239,408.40</u>
INITIATOR ERROR		
CHECK LOST/DAMAGED		
UNCLAIMED PROPERTY		



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: November 25, 2025, Payroll in the Amount of \$1,984,739.19 paid by EFT Transaction Check numbers 149907 through 150289 and Check Numbers 35931 through 35941

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: November 26, 2025, Claims in the Amount of \$2,628,972.19 paid by EFT Transaction Check Number 191444 and Check Numbers 191445 through 191544 with Check Numbers 178684, 180008, and 191438 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[112625.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 11/26/2025 TO 11/26/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
191444	PREMERA BLUE CROSS	CLAIMS PAID 11/9 TO 11/15/25	MEDICAL CLAIMS	118,318.07
191445	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	180.00
	A & A LANGUAGE SERV		COURTS	209.90
	A & A LANGUAGE SERV		COURTS	274.00
191446	ACEK9	WATCH DOG SERVICE	K9 PROGRAM	560.00
191447	ALEXANDER PRINTING	BUSINESS CARDS	SEWER PRETREATMENT	102.83
191448	ALL BATTERY SALES	BATTERIES	ER&R	628.66
191449	BECKER, EDWARD	REIMBURSEMENT - CLAIMS FOR DAMAGES	RISK MANAGEMENT	7,133.97
191450	BICKFORD FORD	TAILLIGHT ASSEMBLY - V014	EQUIPMENT RENTAL	60.90
	BICKFORD FORD	BATTERY - P200	EQUIPMENT RENTAL	123.95
191451	BLACKBURN, COURTNEY	PROFESSIONAL SERVICE	MUNICIPAL COURTS	185.00
191452	BRANOM INSTRUMENT	DC UPS/BATTERY MAINTENANCE	SUNNYSIDE FILTRATION	1,008.08
	BRANOM INSTRUMENT		WATER FILTRATION PLANT	1,008.08
191453	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
191454	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	SOURCE OF SUPPLY	19,423.09
191455	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	493.77
191456	CHAMBERLIN, ALEXANDRA	REIMBURSEMENT - TRAVEL	MUNICIPAL COURTS	511.62
191457	CLEAN CUT TREE & STU	HAZARD TREE REMOVAL	NON-DEPARTMENTAL	3,829.00
191458	COCKRELL & ASSOCIATE	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	894.40
191459	COPIERS NORTHWEST	METER COUNT	OFFICE OPERATIONS	247.77
191460	CRYSTAL SPRINGS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	16.40
	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	24.04
	CRYSTAL SPRINGS	WATER COOLER RENTAL	WASTE WATER TREATMENT	127.45
191461	DEMETRIO, CAMILLE	REFUND - JULES CELEBRATION OF LIFE	GENERAL FUND	500.00
191462	DOBBS PETERBILT	DIAGNOSTIC - J031	EQUIPMENT RENTAL	3,227.67
	DOBBS PETERBILT		EQUIPMENT RENTAL	3,757.75
191463	E&E LUMBER	ADHESIVE	PARK & RECREATION FAC	9.29
	E&E LUMBER	STAPLES	FACILITY MAINTENANCE	10.70
	E&E LUMBER	PAINT	PARK & RECREATION FAC	18.20
	E&E LUMBER	HACKSAW BLADE	FACILITY MAINTENANCE	50.11
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	58.41
	E&E LUMBER	BOLT CUTTERS, CHAINS	FACILITY MAINTENANCE	81.92
	E&E LUMBER	RATCHET/STRAPS	EQUIPMENT RENTAL	162.87
191464	EVERETT, CITY TREAS	WATER FILTRATION	SOURCE OF SUPPLY	329,623.03
191465	FABULOUS ORCHIDS	MUSIC FOR MERRYSVILLE HOLIDAYS	COMMUNITY EVENTS	2,500.00
191466	FCS, A BOWMAN COMPANY	PROFESSIONAL SERVICE	NON-DEPARTMENTAL	5,132.50
191467	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	8,505.00
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	54,495.00
191468	FULLER, KEVIN	REIMBURSEMENT - APPLICATION FEE	UTIL ADMIN	87.00
	FULLER, KEVIN	REIMBURSEMENT - TEST FEE	UTIL ADMIN	106.00
191469	GMP CONSULTANTS	INTERIM CD DIRECTOR	STORM DRAINAGE	704.04
	GMP CONSULTANTS		STORM DRAINAGE	840.53
	GMP CONSULTANTS	AD/MAILER COSTS	COMMUNITY	2,611.00
	GMP CONSULTANTS	INTERIM CD DIRECTOR	COMMUNITY DEVELOPMENT	2,816.14
	GMP CONSULTANTS		COMMUNITY DEVELOPMENT	3,362.13
	GMP CONSULTANTS		COMMUNITY	3,520.17
	GMP CONSULTANTS		COMMUNITY	4,202.67
191470	GOOLSBY, MATTHEW	HOMICIDE INVESTIGATIONS TRAINING	POLICE INVESTIGATION	472.00
191471	GRAHAM, JAYMI	UB REFUND	WATER/SEWER OPERATION	112.58

**CITY OF MARYSVILLE
INVOICE LIST**

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191472	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	20,749.88
191473	GRAYBAR ELECTRIC CO	STREETLIGHT DECORATIVE	STREET LIGHTING	28,553.40
191474	GRIFFEN LAW OFFICE	PUBLIC DEFENSE-CONFLICT COUNCIL	PUBLIC DEFENSE	37.50
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
191475	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	300.00
191476	GUTIERREZ, CATHERINE	REIMBURSEMENT - CLAIM FOR DAMAGES	RISK MANAGEMENT	583.11
191477	HD FOWLER COMPANY	SAND FILTER HDPE PIPING REPAIR	WASTE WATER TREATMENT	6,017.00
191478	HERITAGE BANK	RET02 D2301-CN	UTILITY CONSTRUCTION	501.72
	HERITAGE BANK		GMA-STREET	21,421.06
191479	HSU, CHIHCHUAN	INTERPRETER SERVICE	COURTS	235.00
191480	HUTCHISON LAW, LLC	CONFLICT COUNCIL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
191481	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	130.00
	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	187.50
191482	IRON DIAMOND MEDIA	WEDDING MAGAZINE MARKETING	HOTEL/MOTEL PARKS	1,100.00
191483	IRON MOUNTAIN	ROCK	STORM DRAINAGE	490.34
191484	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		UTILITY BILLING	32.85
	J2 CLOUD SERVICES		CITY CLERK	32.85
	J2 CLOUD SERVICES		COMMUNITY	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	32.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	32.85
	J2 CLOUD SERVICES		RECREATION SERVICES	32.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	32.85
	J2 CLOUD SERVICES		MUNICIPAL COURTS	32.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	32.85
	J2 CLOUD SERVICES		PROBATION	32.85
	J2 CLOUD SERVICES		FINANCE-GENL	32.85
	J2 CLOUD SERVICES		UTIL ADMIN	32.85
	J2 CLOUD SERVICES		ENGR-GENL	32.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	32.85
	J2 CLOUD SERVICES		WATER DIST MAINS	32.86
	J2 CLOUD SERVICES		COMPUTER SERVICES	32.86
	J2 CLOUD SERVICES		OFFICE OPERATIONS	65.70
	J2 CLOUD SERVICES		MUNICIPAL COURTS	98.56
191485	JALILI, BIJAN	PROFESSIONAL SERVICE	MUNICIPAL COURTS	185.00
191486	JONES BOYS MAINT	EXTERIOR WINDOW CLEANING	PARK & RECREATION FAC	450.00
	JONES BOYS MAINT		PERSONNEL ADMINISTRATION	514.28
	JONES BOYS MAINT		COMMUNITY	514.28
	JONES BOYS MAINT		ENGR-GENL	514.28
	JONES BOYS MAINT		MUNICIPAL COURTS	514.29
	JONES BOYS MAINT		NON-DEPARTMENTAL	514.29
	JONES BOYS MAINT		UTILITY BILLING	514.29

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191486	JONES BOYS MAINT	EXTERIOR WINDOW CLEANING	CITY CLERK	514.29
191487	KAUR, MANPREET	BASIC CRIME SCENE	POLICE PATROL	301.00
	KAUR, MANPREET	REIMBURSEMENT - HOTEL	POLICE PATROL	640.78
191488	KIM, JAMIE S.	PUBLIC DEFENSE-CONFLICT COUNCIL	PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
191489	KIMBALL, KARLEEANN	INSTRUCTOR PAYMENT	RECREATION SERVICES	612.00
191490	KPFF CONSULTING	156TH ST NE RAILROAD CROSSING	GMA - STREET	47,669.62
191491	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	68,650.00
191492	LES SCHWAB TIRE CTR	REPAIR FLAT TIRE - J042	EQUIPMENT RENTAL	153.15
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,071.73
191493	LINDUSKY, MARY	UB REFUND	WATER/SEWER OPERATION	17.30
191494	MARYSVILLE COURT	WARRANT SERVICE	GENERAL FUND	125.00
191495	MARYSVILLE, CITY OF	1404 5TH ST	NON-DEPARTMENTAL	27.33
	MARYSVILLE, CITY OF	3RD ST & STATE AVE	NON-DEPARTMENTAL	27.33
	MARYSVILLE, CITY OF	9623 55 AVE NE	PARK & RECREATION FAC	68.34
	MARYSVILLE, CITY OF	10118 STATE AVE	ROADWAY MAINTENANCE	69.81
	MARYSVILLE, CITY OF	1049 STATE AVE	NON-DEPARTMENTAL	86.77
	MARYSVILLE, CITY OF	316 CEDAR AVE	STORM DRAINAGE	129.23
	MARYSVILLE, CITY OF	1221 3 ST	OPERA HOUSE	133.64
	MARYSVILLE, CITY OF	1050 COLUMBIA AVE	PARK & RECREATION FAC	142.91
	MARYSVILLE, CITY OF	4TH ST & I-5 IRRIGATION	PARK & RECREATION FAC	235.40
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	ROADWAY MAINTENANCE	237.22
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	238.58
	MARYSVILLE, CITY OF	6802 84 ST NE	GOLF ADMINISTRATION	241.52
	MARYSVILLE, CITY OF	1529 3RD ST IRRIGATION	WATER SERVICES	242.23
	MARYSVILLE, CITY OF	1049 STATE AVE	NON-DEPARTMENTAL	242.99
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	247.40
	MARYSVILLE, CITY OF	514 DELTA AVE RESTROOM	PARK & RECREATION FAC	340.43
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	411.06
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	EQUIPMENT RENTAL	434.18
	MARYSVILLE, CITY OF	514 DELTA AVE	NON-DEPARTMENTAL	627.58
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	763.74
	MARYSVILLE, CITY OF	1225 3 ST	OPERA HOUSE	836.04
	MARYSVILLE, CITY OF	1015 STATE AVE	RECREATION SERVICES	1,003.98
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,233.18
	MARYSVILLE, CITY OF	501 DELTA AVE	NON-DEPARTMENTAL	2,130.53
	MARYSVILLE, CITY OF	514 DELTA AVE	NON-DEPARTMENTAL	2,195.04
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	2,707.13
	MARYSVILLE, CITY OF	1 & STATE AVE IRRIGATION	PARK & RECREATION FAC	2,987.49
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	3,113.19
	MARYSVILLE, CITY OF	514 DELTA AVE	PARK & RECREATION FAC	4,961.44
191496	MATO, MICAH	UB REFUND	WATER/SEWER OPERATION	242.59
191497	MC CLURE & SONS INC	WWTP EFFLUENT FLOW SPLITTING	SEWER CAPITAL PROJECTS	88,067.00
	MC CLURE & SONS INC	CHEMICAL TANK REPLACEMENT	SEWER CAPITAL PROJECTS	219,643.47
191498	MITIGATION BANKING	BUYER MITIGATION CREDITS	GMA - STREET	41,300.00
191499	MUNRO, JAKE	REIMBURSEMENT - CDL	GENERAL	136.00
191500	NAPA AUTO PARTS	AIR FILTER - P192	EQUIPMENT RENTAL	5.94
	NAPA AUTO PARTS	SPARK PLUG - J049	EQUIPMENT RENTAL	27.67
	NAPA AUTO PARTS	LIGHT BAR - J029	EQUIPMENT RENTAL	65.90
	NAPA AUTO PARTS	LIFT SUPPORT SHOCK - J027	EQUIPMENT RENTAL	78.94
191501	NATIONAL BARRICADE	PARK SIGNAGE	PARK & RECREATION FAC	232.38

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191501	NATIONAL BARRICADE	PARK SIGNAGE	PARK & RECREATION FAC	232.38
	NATIONAL BARRICADE		PARK & RECREATION FAC	261.84
	NATIONAL BARRICADE		PARK & RECREATION FAC	936.08
	NATIONAL BARRICADE		PARK & RECREATION FAC	1,320.11
191502	NELSON'S NOXIOUS	VEGETATION MANAGEMENT	STORM DRAINAGE	1,290.53
191503	NGUYEN, QUYEN	UB REFUND	WATER/SEWER OPERATION	248.14
191504	NORTH COAST ELECTRIC	LAGOON RACK REPAIR	WASTE WATER TREATMENT	610.80
	NORTH COAST ELECTRIC	I/O MODULE	SOURCE OF SUPPLY	637.89
191505	NORTHWESTERN AUTO	DAMAGE REPAIR - P217	EQUIPMENT RENTAL	3,900.14
191506	OREILLY AUTO PARTS	TURN SIGNAL SWITCH - 431	EQUIPMENT RENTAL	25.64
	OREILLY AUTO PARTS	SPARK PLUGS	EQUIPMENT RENTAL	36.04
	OREILLY AUTO PARTS	SERPENTINE BELT - V014	EQUIPMENT RENTAL	37.35
	OREILLY AUTO PARTS	SHRINK TUBING - P194	EQUIPMENT RENTAL	38.14
	OREILLY AUTO PARTS	CLEANER, FOGGER - J053	EQUIPMENT RENTAL	43.73
	OREILLY AUTO PARTS	SPARK PLUGS	EQUIPMENT RENTAL	51.53
	OREILLY AUTO PARTS	BRAIDED WIRE LOOM - P192	EQUIPMENT RENTAL	65.62
	OREILLY AUTO PARTS	BRAIDED WIRE LOOM - P194	EQUIPMENT RENTAL	65.62
	OREILLY AUTO PARTS	SERPENTINE BELT/TENSIONER - V033	EQUIPMENT RENTAL	79.24
	OREILLY AUTO PARTS	HEATER MOTOR, RESISTOR PACK - V007	EQUIPMENT RENTAL	88.55
	OREILLY AUTO PARTS	IGNITION COIL, SPARK PLUGS - 431	EQUIPMENT RENTAL	185.18
	OREILLY AUTO PARTS	SPARK PLUGS, IGNITION COIL/WIRE SET - V014	EQUIPMENT RENTAL	223.41
191507	OTAK	PROFESSIONAL SERVICE	GMA - STREET	19,261.93
191508	PACIFIC PLUMBING	BRASS ITEMS	PARK & RECREATION FAC	12.69
191509	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	-21.90
	PALAMERICAN SECURITY		PROBATION	1,383.94
	PALAMERICAN SECURITY		MUNICIPAL COURTS	4,151.83
191510	PETROCARD SYSTEMS	FUEL CONSUMED	UTIL ADMIN	33.32
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	104.67
	PETROCARD SYSTEMS		ENGR-GENL	200.96
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	235.69
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	266.55
	PETROCARD SYSTEMS		COMMUNITY	301.32
	PETROCARD SYSTEMS		PARK & RECREATION FAC	3,479.25
	PETROCARD SYSTEMS		GENERAL	5,002.41
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,322.46
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,806.82
	PETROCARD SYSTEMS		POLICE PATROL	9,609.53
191511	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF ADMINISTRATION	61.82
	PGC INTERBAY LLC		MAINTENANCE	117.06
	PGC INTERBAY LLC		GOLF ADMINISTRATION	120.00
	PGC INTERBAY LLC		MAINTENANCE	213.85
	PGC INTERBAY LLC		PRO-SHOP	288.87
	PGC INTERBAY LLC		PRO-SHOP	654.79
	PGC INTERBAY LLC		MAINTENANCE	1,073.41
	PGC INTERBAY LLC		GOLF COURSE	1,206.88
	PGC INTERBAY LLC		MAINTENANCE	4,299.14
	PGC INTERBAY LLC		MAINTENANCE	4,469.87
	PGC INTERBAY LLC	REIMBURSEMENT - PAYROLL	PRO-SHOP	12,624.83
	PGC INTERBAY LLC		MAINTENANCE	16,100.63
191512	PLATT ELECTRIC	LIGHTS	GOLF ADMINISTRATION	637.24
191513	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	154.71
191514	POINT ROBERTS PRESS	WEDDING MAGAZINE AD	HOTEL/MOTEL PARKS	895.00

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191515	PUD	ACCT #202011813	PUMPING PLANT	57.04
	PUD	ACCT #205195373	PARK & RECREATION FAC	57.08
	PUD	ACCT #220681340	STORM DRAINAGE	60.42
	PUD	ACCT #200973956	SEWER LIFT STATION	64.45
	PUD	ACCT #200501617	TRANSPORTATION	66.42
	PUD	ACCT #202524690	PUMPING PLANT	73.11
	PUD	ACCT #202461026	MAINT OF GENL PLANT	73.86
	PUD	ACCT #224411843	PARK & RECREATION FAC	80.64
	PUD	ACCT #202794657	TRANSPORTATION	82.51
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	84.39
	PUD	ACCT #200448801	TRANSPORTATION	85.75
	PUD	ACCT #203500020	STREET LIGHTING	87.20
	PUD	ACCT #203199732	TRANSPORTATION	89.93
	PUD	ACCT #202288585	TRANSPORTATION	96.13
	PUD	ACCT #200660439	STREET LIGHTING	99.46
	PUD	ACCT #202303301	SEWER LIFT STATION	100.20
	PUD	ACCT #223514563	TRANSPORTATION	101.92
	PUD	ACCT #222664310	TRANSPORTATION	102.30
	PUD	ACCT #221115934	MAINT OF GENL PLANT	106.88
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	107.67
	PUD	ACCT #223154923	STREET LIGHTING	115.52
	PUD	ACCT #223735101	STREET LIGHTING	116.10
	PUD	ACCT #222664740	TRANSPORTATION	120.09
	PUD	ACCT #223764663	SEWER LIFT STATION	124.13
	PUD	ACCT # 222772634	TRANSPORTATION	124.39
	PUD	ACCT #222663973	TRANSPORTATION	158.53
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	162.35
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	170.60
	PUD	ACCT #205419765	NON-DEPARTMENTAL	188.03
	PUD	ACCT #222025900	PUMPING PLANT	213.99
	PUD	ACCT #201628880	WASTE WATER TREATMENT	228.39
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	293.35
	PUD	ACCT #201247699	STREET LIGHTING	298.53
	PUD	ACCT #220824148	WASTE WATER TREATMENT	422.33
	PUD	ACCT #201675634	WASTE WATER TREATMENT	433.62
	PUD	ACCT #201617479	NON-DEPARTMENTAL	604.02
	PUD	ACCT #202177333	MAINT OF GENL PLANT	649.17
	PUD	ACCT #201587284	WASTE WATER TREATMENT	746.30
	PUD	ACCT #200021871	RECREATION SERVICES	748.73
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,126.90
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,381.86
	PUD	ACCT #201420635	WASTE WATER TREATMENT	11,577.60
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,726.02
	PUD	ACCT #201721180	WASTE WATER TREATMENT	27,812.13
191516	SAGW LLC - RENTAL	UB REFUND	WATER/SEWER OPERATION	40.00
191517	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	130.00
	SCHNEIDER, P DIANE		COURTS	130.00
	SCHNEIDER, P DIANE		COURTS	185.00
	SCHNEIDER, P DIANE		COURTS	185.00
191518	SIKO, GARRETT	CONSERVATION REBATE	UTIL ADMIN	50.00
191519	SKILLMAN, HEATHER	REFUND - COMEDY SHOW	PARKS-RECREATION	35.00
191520	SMARSH INC	TEXT MESSAGE ARCHIVING	COMMUNITY	7.85

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191520	SMARSH INC	TEXT MESSAGE ARCHIVING	YOUTH SERVICES	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		ENGR-GENL	15.70
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70
	SMARSH INC		SEWER MAIN COLLECTION	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		POLICE COMMUNITY	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		GIS SERVICES IS	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		CODE ENFORCEMENT UNIT	47.10
	SMARSH INC		PARK & RECREATION FAC	47.10
	SMARSH INC		WATER QUAL TREATMENT	54.95
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		GENERAL	102.05
	SMARSH INC		POLICE INVESTIGATION	109.90
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		EXECUTIVE ADMIN	117.75
	SMARSH INC		POLICE ADMINISTRATION	117.75
	SMARSH INC		WASTE WATER TREATMENT	117.75
	SMARSH INC		SOLID WASTE CUSTOMER	133.45
	SMARSH INC		UTIL ADMIN	149.15
	SMARSH INC		ENGR-GENL	188.40
	SMARSH INC		COMPUTER SERVICES	393.39
	SMARSH INC		POLICE PATROL	541.65
191521	SNO CO PARKS & REC	MUNICIPAL LIGHT REIMBURSEMENT	PARK & RECREATION FAC	48.42
191522	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES - SEPT 25	ROADSIDE VEGETATION	161.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	250,640.00
191523	SPRINGBROOK NURSERY	GRAVEL REPAIR	PARK & RECREATION FAC	35.33
191524	SRV CONSTRUCTION	100TH ST NE IMPROVEMENTS	GMA-STREET	-21,421.06
	SRV CONSTRUCTION		UTILITY CONSTRUCTION	-501.72
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	10,034.45
	SRV CONSTRUCTION		GMA - STREET	428,421.16
191525	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
191526	SUPERIOR RESTROOMS	REPLACEMENT EQUIPMENT	PARK & RECREATION FAC	60.17
	SUPERIOR RESTROOMS	PORTABLE RESTROOM	PARK & RECREATION FAC	455.00
191527	TASTY HOUSE RENTALS	FOURTH OF JULY STAGE	RECREATION SERVICES	2,163.39
191528	TVG-MEDULLA LLC	REFUND - WEDDING SHOW	PARKS-RECREATION	50.00
191529	VERIZON	WIRELESS SERVICE	POLICE PATROL	21.04

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191529	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	30.74
	VERIZON		COMMUNITY	39.07
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		FINANCE-GENL	78.14
	VERIZON		EQUIPMENT RENTAL	99.18
	VERIZON		POLICE COMMUNITY	100.04
	VERIZON		EXECUTIVE ADMIN	123.16
	VERIZON		WATER QUAL TREATMENT	158.04
	VERIZON		MUNICIPAL COURTS	195.35
	VERIZON		LEGAL - PROSECUTION	273.49
	VERIZON		FACILITY MAINTENANCE	333.60
	VERIZON		POLICE ADMINISTRATION	369.34
	VERIZON		SEWER MAIN COLLECTION	380.21
	VERIZON		PARK & RECREATION FAC	386.92
	VERIZON		RECREATION SERVICES	386.92
	VERIZON		COMPUTER SERVICES	509.16
	VERIZON		WATER SUPPLY MAINS	520.15
	VERIZON		SOLID WASTE CUSTOMER	602.37
	VERIZON		STORM DRAINAGE	799.64
	VERIZON		GENERAL	1,058.70
	VERIZON		ENGR-GENL	1,621.84
	VERIZON		UTIL ADMIN	2,828.67
191530	VERNON, DANNY	ELVIS SHOW	OPERA HOUSE	3,000.00
191531	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
	VESTIS GROUP INC.		OPERA HOUSE	246.39
191532	WALKER, ASHLEY	REFUND - BASKETBALL	PARKS-RECREATION	100.00
191533	WASTE MANAGEMENT	RECYCLING SERVICE - SEPT 25	RECYCLING OPERATION	534,142.91
191534	WASTEQUIP	CONTAINER	SOLID WASTE OPERATIONS	19,813.41
191535	WATER QUALITY & TRAI	UTILITIES DIRECTOR SERVICES	EQUIPMENT RENTAL	789.60
	WATER QUALITY & TRAI		FACILITY MAINTENANCE	789.60
	WATER QUALITY & TRAI		OVERHEAD	1,579.20
	WATER QUALITY & TRAI		STORM DRAINAGE	1,579.20
	WATER QUALITY & TRAI		SOLID WASTE OPERATIONS	1,579.20
	WATER QUALITY & TRAI		PARK & RECREATION FAC	1,579.20
	WATER QUALITY & TRAI		UTIL ADMIN	7,896.00
191536	WAXIE SANITARY SUPPL	TRASH BAGS	PARK & RECREATION FAC	2,017.12
191537	WESTERN MECHANICAL &	HOT WATER TANK REPAIR	NON-DEPARTMENTAL	3,051.42
191538	WESTERN SYSTEMS	BATTERY STAND, HARNESS, POLE MOUNT	TRANSPORTATION	12,734.28
191539	WILSON, JEFF	REIMBURSEMENT - TRAVEL	STORM DRAINAGE	60.79
	WILSON, JEFF		COMMUNITY DEVELOPMENT	243.16
	WILSON, JEFF		COMMUNITY	303.95
191540	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	RECREATION SERVICES	292.50
191541	WINNINGHAM, TAYLOR	HOLIDAY PARTY	OPERA HOUSE	300.00
191542	XYLEM DEWATERING	AIR/FUEL/OIL FILTERS, OIL	SEWER LIFT STATION	1,731.34
	XYLEM DEWATERING		STORM DRAINAGE	1,770.76
191543	ZIPLY FIBER	TWIN LAKES CIRCUIT	PARK & RECREATION FAC	550.00
191544	ZIPLY FIBER	WIRELESS	POLICE ADMINISTRATION	63.66
	ZIPLY FIBER		POLICE PATROL	63.66
	ZIPLY FIBER		COMMUNICATION CENTER	63.66
	ZIPLY FIBER		UTILITY BILLING	63.66
	ZIPLY FIBER		GENERAL	63.66
	ZIPLY FIBER		GOLF ADMINISTRATION	63.66

DATE: 11/25/2025
TIME: 6:51:57AM

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 8

FOR INVOICES FROM 11/26/2025 TO 11/26/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
191544	ZIPLY FIBER	WIRELESS	COMMUNITY	127.31
	ZIPLY FIBER		DETENTION & CORRECTION	127.31
	ZIPLY FIBER		OFFICE OPERATIONS	127.31
	ZIPLY FIBER		GOLF ADMINISTRATION	127.31
	ZIPLY FIBER		FACILITY MAINTENANCE	197.46
	ZIPLY FIBER		RECREATION SERVICES	254.62
	ZIPLY FIBER		WASTE WATER TREATMENT	318.28
	ZIPLY FIBER		UTIL ADMIN	318.28
WARRANT TOTAL:				<u><u>2,631,002.82</u></u>

FIDELITY NATIONAL TITLE COMPANY	INITIATOR ERROR	178684	496.35
MANPREET KAUR	CHECK LOST/DAMAGED	180008	941.78
TAYLOR WINNINGHAM	INITIATOR ERROR	191438	592.50

<u>REASON FOR VOIDS:</u>		
INITIATOR ERROR	WARRANT TOTAL:	<u><u>\$2,628,972.19</u></u>
CHECK LOST/DAMAGED		
UNCLAIMED PROPERTY		



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	December 8, 2025
SUBMITTED BY:	Jennifer Stapleton, Executive
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	2026 Liability Insurance Renewal
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the liability insurance binders in an amount not to exceed \$1,089,458
SUMMARY:	The City's liability insurance policies expire December 31, 2025 and our insurance broker, Alliant Insurance is reviewing final proposals and will be finalizing renewal policies with carriers in the coming few weeks. We have two renewal options this year with the preferred option being Option 2. Option 1: Renew as expiring but increase self-insurance retention to \$500,000 as required by Safety National. This would result in an annual premium of \$1,089,458, an increase of 12% over 2024. Option 2: Restructure placement of insurance amongst existing and new carriers keeping the self-insurance retention at \$400,000 with a 2-year rate guarantee on the primary layer. This would result in an annual premium of \$999,481, an increase of 2.75% over 2024 with predictability for the 2025 renewal. The City needs to bind coverage for its renewal policies on or before December 31, 2025. Therefore, we are requesting authorization for the Mayor to sign insurance binders once finalized in an amount not to exceed. Our broker representatives from Alliant will provide a presentation to Council.

ATTACHMENTS:
[2026 Marysville Liability Renewal Proposal_Draft Not to Exceed.pdf](#)



City of Marysville

1/1/26-27 Liability Insurance Proposal

Presented by:

Brian White, Senior Vice President
Anne Shackelford, Senior Vice President
Jamie Arnoldi, Account Executive

Date Presented December 4, 2025

Alliant Insurance Services, Inc.
401 Union Street, 31st Floor
Seattle, WA 98101
O 206 204 9140
F 206 204 9205

CA License No. 0C36861

www.alliant.com

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Your Service Team

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Allyson Blue Assistant Account Manager	Allyson.Blue@alliant.com	Phone: 206 962 2075

Named Insured

City of Marysville

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Cost Summary

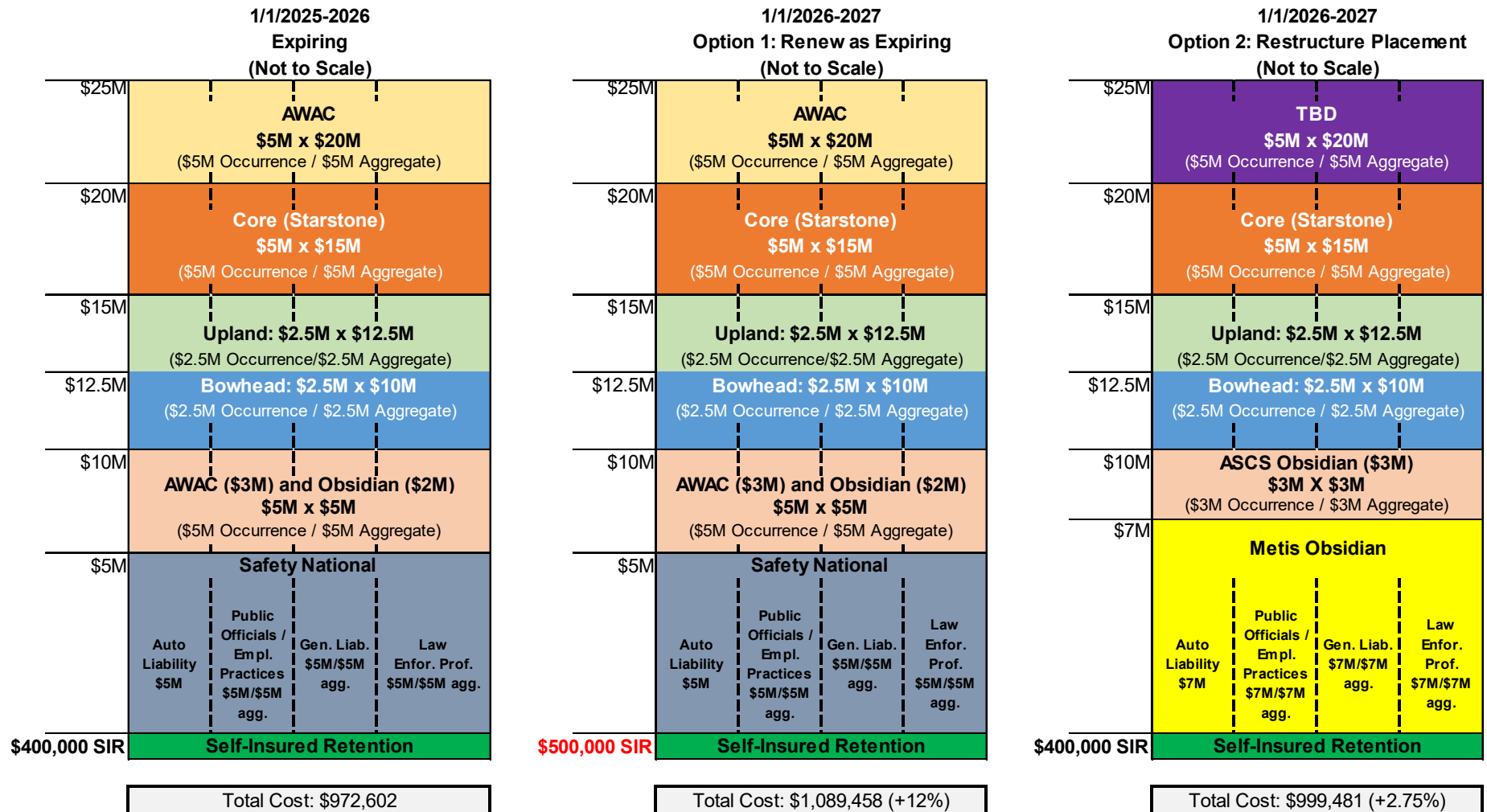
Coverage	Expiring Cost \$400K Self Insured Retention	Renewal Cost – Option 1 Renew as Expiring except \$500K Self Insured Retention	Renewal Cost – Option 2 Restructure Placement: Keep \$400K Self Insured Retention & 2 Yr Rate Guarantee on Primary Layer
Liability Program - \$25M Limit	\$972,730	\$1,089,458 (+12%)	\$999,481 (+2.75%)

Note: Cost includes Surplus Lines Taxes and Fees, where applicable

Payment Terms

- Premium is due within 30 days of policy inception
- Agency Bill
- Payment Plan: Annual

Liability Insurance Program Structure:



Liability Insurance Program: Participating Carriers Financial Ratings

Market	Capacity	A.M. Best Ratings	S&P Ratings	Admitted/Non-Admitted
Safety National Casualty Corporation	5M x SIR	A++ (Superior) Financial Size Category: XV (Greater than or Equal to \$ 2.00 Billion) as of November 19, 2025	A+ (Superior), as of Sep 23, 2025	Admitted
Allied World Assurance Company (U.S.) Inc	3M p/o 5M x 5M 5M X 20M	A (Excellent) Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion) as of May 22, 2025	A (Excellent), as of Dec 04, 2023	Non-Admitted
Obsidian Insurance Company – ASCS	2M p/o 5M x 5M	A- (Excellent) Financial Size Category: XII (USD 1.00 Billion to Less than 1.25 Billion) as of February 2, 2025	N/A	Non-Admitted
Obsidan Insurance Company – Metis	7M x SIR			
Bowhead: Homesite Insurance Company of Florida	2.5M x 10M	A (Excellent) Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion) as of October 05, 2024	N/A	Non-Admitted
Upland Specialty Insurance Company	2.5M x 12.5M	A- (Excellent) Financial Size Category: VIII (USD 100 Million to Less than 250 Million) as of MJune 5, 2025	N/A	Non-Admitted
Core: StarStone Specialty Insurance Company	5M x 15M	A- (Excellent) Financial Size Category: XII (USD 1.00 Billion to Less than 1.25 Billion) as of October 9, 2025	N/A	Non-Admitted

Liability Insurance Program - \$25M Limit

	Present Coverage	Renewal Coverage – Option 1 Primary Layer - Safety National	Renewal Coverage – Option 3 Primary Layer: Obsidian
Policy/Coverage Term	January 1, 2025 to January 1, 2026	January 1, 2026 to January 1, 2027	January 1, 2026 to January 1, 2027
Excess Liability Coverages Including	Each Occurrence/Wrongful Act/Accident for General Liability, Automobile Liability, Law Enforcement Liability, Public Officials and Employment Practices Liability, Stop Gap (Employer's Liability)	Each Occurrence/Wrongful Act/Accident for General Liability, Automobile Liability, Law Enforcement Liability, Public Officials and Employment Practices Liability, Stop Gap (Employer's Liability)	Each Occurrence/Wrongful Act/Accident for General Liability, Automobile Liability, Law Enforcement Liability, Public Officials and Employment Practices Liability, Stop Gap (Employer's Liability)
Policy Form	Occurrence	Occurrence	Occurrence
Limit of Liability	\$25,000,000 Occurrence \$25,000,000 Aggregate \$500,000 Damage Premises Rented to You \$25,000,000 Products-Completed Operations Aggregate \$25,000,000 Employee Benefits Liability \$25,000,000 Law Enforcement Liability \$25,000,000 Auto Liability \$25,000,000 Public Officials Liability/ Employment Practices Liability	\$25,000,000 Occurrence \$25,000,000 Aggregate \$500,000 Damage Premises Rented to You \$25,000,000 Products-Completed Operations Aggregate \$25,000,000 Employee Benefits Liability \$25,000,000 Law Enforcement Liability \$25,000,000 Auto Liability \$25,000,000 Public Officials Liability/ Employment Practices Liability	\$25,000,000 Occurrence \$25,000,000 Aggregate \$500,000 Damage Premises Rented to You \$25,000,000 Products-Completed Operations Aggregate \$25,000,000 Employee Benefits Liability \$25,000,000 Law Enforcement Liability \$25,000,000 Auto Liability \$25,000,000 Public Officials Liability/ Employment Practices Liability
Self-Insured Retention All Coverages, Any One Occurrence or Wrongful Act	\$400,000 Self-Insured Retention	\$500,000 Self-Insured Retention	\$400,000 Self-Insured Retention

Key Endorsement & Exclusions (including but not limited to)	• Public Entity Excess Retained Limits Liability Insurance Policy • Washington – Amendatory Endorsement • Washington Disclosure Notice for “Large Commercial Account” • Commercial Policy Cover • Privacy Statement • Schedule of Named Insured(s) • U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) Advisory Notice to Policyholders • Fraud Statement • Schedule of Forms and Endorsements • Additional Insured – Scheduled Contracts (GL, AL) • Clash Coverage(ALL Lines) • Common Policy Change – Stop Gap – Employers Liability Coverage Endorsement (Washington) (GL) – PEM-GL 007 0123 • Employee Benefits Liability Coverage • Primary and NonContributory - Other Insurance Condition (GL/AL only) • Scheduled Dams (GL) • Scheduled Watercraft (GL, LEL) • Waiver of Subrogation (GL/AL only)	• Public Entity Excess Retained Limits Liability Insurance Policy • Washington – Amendatory Endorsement • Washington Disclosure Notice for “Large Commercial Account” • Commercial Policy Cover • Privacy Statement • Schedule of Named Insured(s) • U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) Advisory Notice to Policyholders • Fraud Statement • Schedule of Forms and Endorsements • Additional Insured – Scheduled Contracts (GL, AL) • Clash Coverage (ALL Lines) • Common Policy Change – Stop Gap – Employers Liability Coverage Endorsement (Washington) (GL) – PEM-GL 007 0123 • Employee Benefits Liability Coverage • Primary and Non-Contributory - Other Insurance Condition (GL, AL) • Scheduled Dams (GL) • Scheduled Watercraft (GL, LEL) • Waiver of Subrogation (GL, AL) • Cap on Losses from Certified Acts of Terrorism (if TRIA accepted)	• Excess of Retained Limits Dec Page • Excess of Retained Limits Policy • Fraud Notice • TRIA • Notice of Cancellation • Schedule of Limits of Insurance • Trade or Economic Sanctions • Caps on Losses from Certified Acts of Terrorism Disclosure Pursuant to Terrorism Risk Insurance Act • Exclusion- Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) • In-House Counsel Endorsement (\$200 / hour) • Employee Auto Amendatory endorsement • Incidental MedMal – Law Enforcement endorsement • Blanket Additional Insured • Blanket Waiver of Subrogation • Blanket Primary and non-contributory • Amendatory Endorsement – Co Employee • Amendatory Endorsement – Modified Defense and Settlement (Consent to Settle) • Punitive and Exemplary Damages Where Allowed By Law • Clash Coverage • Dam Exclusion Removal • Retained Limit / Other Insurance Amendatory • 90 Day Notice of Cancellation
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	• Cap on Losses from Certified Acts of Terrorism • Disclosure Pursuant to Terrorism Risk Insurance Act • Exclusion – Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) • Common Policy Change – Limits of Indemnity Apply Per Member (All Lines) – PEM 024 0123 • Mid-Term Endorsements	• Disclosure Pursuant to Terrorism Risk Insurance Act (if TRIA accepted) • Exclusion of Certified Acts of Terrorism (if TRIA rejected) • Exclusion – Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	
Risk Management Subsidy	\$10,000	\$10,000	\$10,000
Total Cost for Program	\$972,730	\$1,089,458 (+12%)	\$999,481 (+2.75%)
Binding Conditions	No Longer Applicable	• A written request to bind coverage • All Surplus Lines Taxes/Fees are Fully Earned • Receipt of signed terrorism form prior to binding.	• 2-year Rate Guarantee on Obsidian primary \$7M Layer • A written request to bind coverage • All Surplus Lines Taxes/Fees are Fully Earned • Receipt of signed terrorism form prior to binding.

See Disclaimer Page for Important Notices and Acknowledgment

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Flood Disclosure

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- “a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area”...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

Additional Information

- Flood Zones
 - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
 - Increased limits over the maximum flood limit provided by NFIP

FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

Please indicate your selection:

- ☐ I would like to receive a flood quote
- ☐ I do NOT wish to purchased flood insurance

Signature: _____

Date: _____

Name Printed / Typed: _____

Company Name: _____

Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like addition quotes please check Yes/No across from the coverage below, sign and return.

Target Coverages

	Yes	No
CRIME		
Employee Dishonesty	☐	☐
Computer Fraud	☐	☐
Social Engineering	☐	☐
Increased Limits	☐	☐
CYBER RISK	☐	☐
FLOOD INSURANCE	☐	☐
MANAGEMENT LIABILITY		
Directors & Officers Liability	☐	☐
Employment Practices Liability	☐	☐
Fiduciary Liability	☐	☐
Selecting the "Reject All or Accept All" option will override any selections you have made above	☐ Reject All ☐ Accept All for Consideration	

Signature of Authorized Insurance Representative

Date

Title

Printed / Typed Name

Optional Coverages – Continued

Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Request to Bind Coverage

City of Marysville January 1, 2026-January 1, 2027

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for 1/1/26-1/1/27:
Liability Program - \$25,000,000	
• Metis/Obsidian Led - \$400K SIR	☐
• Safety National Led - \$500K SIR	☐

Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
☐	☐

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative

Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Pat Gruenhagen, Engineering Services

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Supplemental Agreement No. 4 with Otak, Inc., providing for Otak's continued support of the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 4 with Otak, Inc., for the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project.

SUMMARY:

The 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project will widen 156th Street NE from from 3 lanes to 5 lanes, thereby eliminating an existing bottleneck.

The City executed an agreement with Otak, Inc. on January 13, 2021, establishing a framework for the firm to provide professional engineering services that included preliminary design and feasibility-level environmental review for the project. Supplemental Agreement No. 1 was then executed on June 26, 2023, amending the scope of services to include final design, formal SEPA environmental review, permitting, and right-of-way acquisition. This was then followed by Supplemental Agreement No. 2 and Supplemental Agreement No. 3 — no-cost time extensions that were executed on March 11, 2025 and September 23, 2025, respectively.

Supplemental Agreement No. 4, included herein, provides for the Otak design team to continue its support of the project into and through the construction phase. The agreed-to scope of services includes assistance with response to contractor requests for information, preparation and pricing of change orders, review of technical submittals, and geotechnical engineering support during construction of reinforced fill slopes. The overall cost for this additional work, as negotiated, is \$145,035.00, yielding a new Maximum Amount Payable of \$642,555.00.

ATTACHMENTS:

[Supp 4_Consolidated.pdf](#)



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>4</u>		Organization and Address	
Original Agreement Number		Otak, Inc. 2828 Colby Avenue, Suite 401 Everett, WA 98201 Phone: 425.739.4219	
Project Number R2102	Execution Date 1/13/2021	Completion Date 12/31/2026	
Project Title 156th Street NE Widening, Smokey Point Blvd. to Hayho Creek	New Maximum Amount Payable \$642,555.00		
Description of Work Supplemental Agreement No. 4 establishes the framework for Otak's design team to continue its support of the project through the upcoming construction phase.			

The Local Agency of City of Marysville
desires to supplement the agreement entered in to with Otak, Inc.
and executed on 1/13/2021 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

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

Section 1 is amended to include the scope of work described within attached "Amendment #4 Exhibit A."

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: "Completion Date" is revised to 12/31/2026, as noted above.

III

Section V, PAYMENT, shall be amended as follows:

The new Maximum Amount Payable is \$642,555.00, as noted above.

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

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

By: Nico Vanderhorst, P.E. By: Jon Nehring

Consultant Signature

Approving Authority Signature

Date

Amendment #4 Exhibit A
City of Marysville
156th Street NE Widening
Smokey Point Boulevard to Hayho Creek
Otak #33342
November 2025

Understanding of Amendment #4

Provide the preparation of JARPA exhibits, and bid and construction engineering support services.

General Assumptions:

- The City will utilize an \$1.44M Washington State Transportation Improvement Board (TIB) grant to pay for the majority of the construction
- The City will advertise a Notice of Call for Bids as early as November 2025; with construction to commence in the winter or spring of 2026
- The duration of construction is anticipated to be approximately six to eight months
- The City will manage construction with support from the Otak team
- Materials testing will be contracted with a separate vendor by the City
- Otak team services are anticipated to be complete by January, 2027 to complete construction support and preparation and submittal of record drawings

Scope of Services

1. Project Management and Coordination

1.1 Coordination with the City of Marysville

- The project manager shall effectively communicate project scope, schedule, and budget items with the City Project Manager
- The project manager shall also coordinate with other applicable City staff as may be required

1.2 Coordination of Subconsultants

- The project manager shall ensure the subconsultants provide deliverables at the level of quality and timeliness to assure the project progresses efficiently to accommodate the desired construction completion date
- The project manager will communicate via phone, emails, and will include participation of subconsultants in biweekly action meetings as may be necessary
- Review and approval of subconsultant invoices

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1.3 Project Monitoring and Reporting

- Preparation of a monthly progress report and a monthly billing statement
- Monitoring and controlling budget, expenditures, schedule and scope

Task 1 Deliverables:

- Other communication and memorialization primarily consisting of emails
- Progress reports and monthly invoices

Task 1 Assumptions:

- Biweekly check-ins with the City Project Manager
- This covers project management from the Supplemental Agreement #1 expiration date of April 1, 2025, through 2026

4. Design/Engineering

4.7 Prepare DOE Construction Stormwater General Permit Notice of Intent (NOI)

Task 4.7 Deliverables:

- 75% VFGW plans, specifications and estimate
- Submit NOI based on 75% design

Task 4.7 Assumptions:

- Confirmed that earth disturbing activities exceed the 1-acre threshold, thus requiring a NOI

4.8 W Leg Smokey Pt Intersection Design

Task 4.8 Deliverables:

- An additional plan sheet

Task 4.8 Assumptions:

- Addressing the City's 75% plan comment may include an interim signing and striping plan
- Additional topographic survey needed to confirm existing channelization
- There should be minimal impact to the traffic signal

6. Preparation of Joint Aquatic Resources Permit Application (JARPA)

- Otak realized that preparation of the JARPA, required to obtain a Section 404 Permit, was not in the scope of Environmental Science Associates (ESA)
- In order to meet the City's goal of obligating TIB construction funds by the committed timeframe, Otak prepared and submitted the JARPA to the US Army Corps of Engineers (USACE) in April 2024 based on ESA's Critical Areas Report, including exhibits based on the 75% design submittal plans

Task 6 Deliverables

- JARPA in USACE format with input from ESA, based on the project 75% design documents
- Otak communicated with USACE on the status of the JARPA review by USACE, US Fish and Wildlife and NOAA Fisheries, including responding to questions generated by their review

7. Bid Support Services

7.1 Bid Support Services

- Assist the City in responding to bidder questions
- Preparing contract addenda as may be required

Task 7 Deliverables:

- Written responses to bidder questions
- Draft and final plan and specification revisions

Task 7 Assumptions:

- Respond to up to twenty (20) bidder questions, including coordination with subconsultants
- Up to three (3) bid addenda including coordination with subconsultants

8. Construction Engineering Support

8.1 Attend Preconstruction Meeting

8.2 Respond to Requests for Information (RFI's)

- The City will forward applicable RFI's to Otak to respond to

8.3 Submittal Review

- Otak will review submittals forwarded to them by the City

8.4 Construction Engineering

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Amendment #4 Scope of Work

- Provide plan and specification revisions, calculations, quantity and cost estimates, associated with changed conditions, or City generated or endorsed design changes during construction

8.5 Field Visits

- When requested by the City, visit the site with City staff and or the Contractor, to observe construction activities, and provide punchlist items for the Contractor to complete or correct

8.6 Construction Progress Meeting Attendance

- Attend meetings to coordinate activities with the City and the Contractor

Task 8 Deliverables:

- Written responses to RFI's
- Submittal review comments and review disposition stamp
- Construction engineering plan and specification revisions, engineering calculations, quantity and cost estimates
- Prepare field observation reports, or punchlist item documentation

Task 8 Assumptions:

- Attend preconstruction meeting in person at the City of Marysville
- The City will facilitate the preconstruction meeting
- Written responses to RFI's no later than within two (2) weeks of receipt including coordination with subconsultants; it is understood that expedited responses may oftentimes be required to avoid delay to the Contractor
- Submittal review comments and disposition stamp no later than the timeframe indicated in the project specifications, or, if not noted in the project specifications, no later than two (2) weeks of receipt
- Up to five (5) field visits by Otak staff
- Attend up to five (5) construction progress meetings either virtually, or at Marysville if coinciding with field visits

9. Preparation of As-Constructed Record Drawings

9.1 Preparation of As-Constructed Record Drawings

- The Construction Plans will be revised to conform to As-Constructed Record Drawings from information supplied by the Contractor and the City

Task 9 Deliverables:

- As-Constructed Record Drawings in electronic format.

Task 9 Assumptions:

- The As-Constructed Record Drawings will be prepared in accordance with the City's Record Drawing Requirements

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Amendment #4 Scope of Work

- Significant revisions will be marked with revision triangles and assigned numbers and descriptions will be provided.

Subconsultant - Transpo Group

Scope of Services – Marysville 156th Widening

Transpo will provide construction support services for signal modifications and roadway lighting portions of the project.

Task 02 – Roadway Illumination Design

Per request from the City staff and due to wire theft, Transpo will prepare plan sheets to replace the wiring and circuitry of the existing roadway lighting system located just east of the project site. Transpo performed the original design for this system. Transpo will utilize the plan sheets prepared for the original construction and modify to show the replacement of the circuitry. It is assumed that the extents of the wire theft do not extend outside of the project limits of either this project or the previous project.

Task 04—Construction Phase Services

4.1 Meetings

Transpo will attend virtual construction progress meetings, as needed. Attendance at up to 5 progress meetings are included in this scope of work.

4.2 Shop Drawing and Cut Sheet Review

Transpo will review contractor provided/prepared shop drawings and cut sheets for general conformity with the plans and specifications. The contractor will be required to submit shop drawings and cut sheets for signal poles, vehicle signal heads, pedestrian signal heads, pre-emption equipment, conduit, wiring, junction boxes, controller cabinet, conflict monitor, discriminators, electrical service cabinet, loop detection, illumination, and materials. Following review, Transpo will stamp the shop drawing and/or cut sheet with the appropriate designation (no exceptions taken, rejected, etc) and provide to Otak and the City for their review.

4.3. Response to Contractor Request for Information (RFI)

Transpo will respond to contractor RFIs related to traffic signal and illumination work during construction as necessary. It is anticipated that RFIs will be routed through the on-site Project Engineer and provided to Transpo in a written format. Transpo will work with Otak, the City, contractor, and the appropriate agencies to provide resolution to the RFIs. Responding to up to 2 RFIs are included in this scope of work.

4.4. Record Drawings

Transpo will prepare record drawings for the traffic signal and illumination improvements following the completion of construction, as required by the City of Marysville. Record drawings are intended to show as-built conditions that vary from the permitted plans. As-built conditions will be recorded by the contractor on a copy of the permitted plans as red-lines and will be provided to Transpo following construction for incorporation into the record drawings. Transpo is entitled to rely upon the completeness and accuracy of as-built information furnished by the contractor.

4.5. Construction Observation

Transpo will perform construction observation at the request of the Client to assess the general conformity of construction with the plans. Transpo will not perform inspections and will not be performing detailed technical or jobsite safety observations during site visits. One site visit is included in this scope of work.

Number of site visits assumes a typical on-site construction period for the signal and illumination of approximately 6 to 8 weeks. An extended period of signal and illumination construction activity may require additional site visits.

September 3, 2025

Otak, Inc.
11241 Willows Road NE, Suite 200
Redmond, Washington 98052

Attention: Jeff Massie, PE, PMP

Subject: Revised Scope and Fee
Geotechnical Construction Phase Services
156th Street NE Widening
Smokey Point Boulevard to Hayho Creek
Marysville, Washington
File No. 0925-017-01

Introduction

GeoEngineers, Inc. (GeoEngineers) is pleased to provide our revised scope and fee for geotechnical construction observation services in support of the City of Marysville 156th Street NE Street Widening project between Smokey Point Boulevard and Hayho Creek located in Marysville, Washington. GeoEngineers provided geotechnical engineering services for the project during design as summarized in our revised geotechnical report, dated March 21, 2024.

We understand that a portion of 156th Street NE will be widened and that a mechanically stabilized earth (MSE) wall and slope will be constructed to support grade transitions along the south side of the central portion of the alignment, between approximately Stations 17+36 and 26+06. The MSE wall will be inclined near vertical, at about 1H:12V (horizontal to vertical) and the MSE slope will be inclined at about 0.75H:1V. Stacked perforated confinement cells will be utilized as part of the wall and slope construction, and the outer 2 inches of cells will be filled with topsoil and vegetated to create a “green wall.” New storm drainage infrastructure, including new pipe and manholes/catch basins, light poles and signage, re-striping/painting, as well as new concrete and asphalt hardscape sections will also be installed as part of the widening project.

Scope of Services

The purpose of GeoEngineers’ construction phase services will be to provide geotechnical consultation to the design team, and to provide observation and evaluation of subgrade preparation and construction of the MSE walls and slopes.

The geotechnical elements of the project will include subgrade evaluation and structural fill placement for the MSE walls/slopes, wall drainage installation, structural fill placement in utility trenches and hardscape subgrade evaluation. We understand that the City has contracted a materials testing firm to evaluate placement of structural fill for trench backfill for utilities, observe the condition of subgrades prior to asphalt placement for pavement areas, hardscape and new fill, as well as observing temporary erosion and sedimentation control measures.

We anticipate that our site visits to evaluate MSE wall and slope construction will be needed on a part-time basis. A part-time site visit is based on up to 4 hours on site by a representative of our firm, preparation of detailed field reports and travel time. We estimate our services will be required for a total of 15 part-time site visits.

Our specific scope of services will include the following:

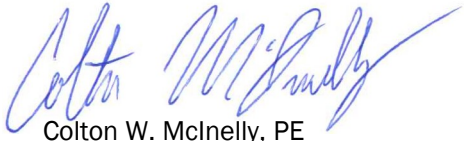
CONSTRUCTION OBSERVATION SERVICES

1. Review the plans and specifications with respect to geotechnical issues and recommendations in the geotechnical report, and provide comments to the design team, as necessary.
2. Provide on-site field documentation to confirm the work is being performed within general compliance of the geotechnical report recommendations. This will include:
 - a. Evaluate footing subgrade for the retaining wall and provide recommendations for over-excavation of soft, loose or otherwise unsuitable soil as appropriate;
 - b. Observe installation of subsurface drainage for the retaining wall; and
 - c. Evaluate compaction of structural fill placed for the walls/slopes and observe installation of the associated geosynthetics.
3. Provide project management during construction observation including review of field reports, consultation, responding to Requests for Information (RFIs) and review of submittals, periodic site visits/meetings as requested, and client communication.
4. Prepare a summary letter documenting our construction observation services after geotechnical special inspection items have been satisfactorily completed.

Our estimated fee for these services are provided in the attachment.

We appreciate the opportunity to provide services during construction of the 156th Street NE Widening project. If you have questions or wish to discuss our anticipated scope of services and fee, please call.

Sincerely,
GeoEngineers, Inc.



Colton W. McInelly, PE
Senior Geotechnical Engineer



Debra C. Overbay, PE
Associate

CWM:DCO:nld:ijm

Attachments:

Geotechnical Construction Observation Services, 156th Street NE Widening Total Estimated Fee

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile, or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Lake Stevens Jail Interlocal Agreement Third Amendment

SUGGESTED ACTION: Recommended Motion: I move to authorize Mayor to sign and execute the agreement.

SUMMARY: This amendment to the Lake Stevens Jail Interlocal Agreement establishes the fee scale for 2026. The appropriate increases coincide with the 2025 Seattle CPI-W (June), as outlined in the agreement, which is 2.7%.

ATTACHMENTS:

[Lake Stevens Jail ILA Third Amendment 112025.pdf](#)
[Original Agreement and Amendments 1 and 2.pdf](#)

AFTER RECORDING RETURN TO:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

**Second Amendment to Interlocal Agreement for Jail Services
Lake Stevens
Effective January 1, 2026**

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (“Agreement”) is made and entered into by and between the CITY OF MARYSVILLE (“Marysville”), and the CITY OF LAKE STEVENS (“Lake Stevens”)

WHEREAS, the cities have had an Interlocal Agreement for Jail Services (hereinafter known as “Agreement”) since September 27, 1999, which was ratified by a new agreement on September 28, 2023; and

WHEREAS, the parties executed a Second Amendment to the Agreement Effective January 1, 2025; and

WHEREAS, the parties wish to extend the agreement to December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Effective January 1, 2026, the fees assessed under the Agreement are those set forth in Schedule A attached; and
2. The term of this agreement is extended to December 31, 2026; and
3. All other terms of the Agreement remain in full force and effect.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
Brett Gailey, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

By _____
_____, City Attorney

DATE: _____

APPROVED as to form:

By _____
Jon Walker, City Attorney

DATE: _____

Attest: _____
_____, City Clerk

Attest: _____
Chari Taber, Deputy City Clerk

SCHEDULE A Effective January 1, 2026

Booking fee beginning January 1, 2026 \$151.27**

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City of Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville transportation fee \$75.00

Lake Stevens agrees to pay Marysville a transportation fee of \$75.00 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCOR to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORT would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily maintenance fee \$166.08**

Bed space as needed on a space available basis

Video court fee \$150.00

Lake Stevens agrees to pay Marysville a video court fee of \$150.00 per prisoner for each court appearance by video. Marysville, in its discretion or upon request by Lake Stevens, may cause a Lake Stevens inmate to appear for court hearings via the Marysville video court system. The use of video court hearings will conform to procedure and rules of the Marysville jail and the Marysville Municipal Court.

**Yearly COLA increase in booking feed and daily maintenance fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior, with a minimum of 0% to a maximum of 3.0%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example, the June 2025 Seattle CPI-W index will set the amount of the January 1, 2026 increase to booking and daily maintenance fees.)

AFTER RECORDING RETURN TO:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

**Interlocal Agreement for Jail Services
Lake Stevens
Effective July 1, 2023.**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, the cities have had an agreement for jail services since September 27, 1999, Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, the parties inadvertently allowed the agreement to expire without extending it; and

WHEREAS, the parties intended to extend the agreement to December 31, 2023.

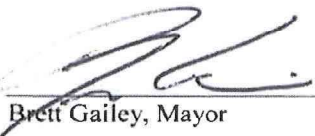
NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Effective July 1, 2023, the Agreement dated September 27, 1999, and all amendments through the sixteenth amendment (including all schedules) is ratified and remains in full force with no changes until December 31, 2023.

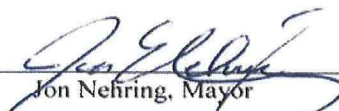
CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By


Brett Gailey, Mayor

By


Jon Nehring, Mayor

DATE:

29 Sep 2023

DATE:

8/28/23

APPROVED as to form:

By [Signature], City Attorney

DATE: 9/28/2013

Attest: [Signature]
Kelly Monahan City Clerk

APPROVED as to form:

By [Signature],
Jon Walker, City Attorney

DATE: 9/27/23

Attest: [Signature]
Genevieve Giddis Deputy City Clerk

AFTER RECORDING RETURN TO:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

**First Amendment to Interlocal Agreement for Jail Services
Lake Stevens
Effective January 1, 2024.**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, the cities have had an Interlocal Agreement for Jail Services (hereinafter known as "Agreement") since September 27, 1999, which was ratified by a new agreement on September 28, 2023; and

WHEREAS, the parties wish to update the fees reflected in Schedule A effective January 1, 2024; and

WHEREAS, the parties wish to extend the agreement to December 31, 2024.

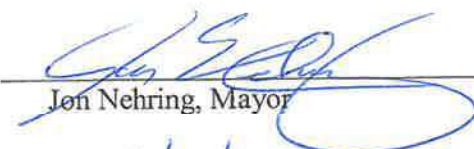
NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Effective January 1, 2024, the fees assessed under the Agreement are those set forth in Schedule A attached; and
2. The term of this Agreement is extended to December 31, 2024; and
3. All other terms of the Agreement remain in full force and effect.

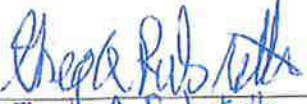
CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By 
Brett Gailey, Mayor
DATE: 4 Dec 2023

By 
Jon Nehring, Mayor
DATE: 12/12/23

APPROVED as to form:

By 
Greg A. Rubenstein, City Attorney

DATE: 12/05/23

Attest: 
Kelly McKeon, City Clerk

APPROVED as to form:

By 
Jon Walker, City Attorney

DATE: 11-29-23

Attest: 
Tina Brock, Deputy City Clerk

SCHEDULE A Effective January 1, 2024

Booking fee beginning January 1, 2024 \$143.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00**

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$75.00**

Lake Stevens agrees to pay Marysville a Transportation Fee of \$75.00 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily maintenance fee \$157.00

Bed space as needed on a space available basis.

Video Court fee \$150.00

Lake Stevens agrees to pay Marysville a Video Court fee of \$150.00 per prisoner for each court appearance by video. Marysville in its discretion or upon request by Lake Stevens may cause a Lake Stevens inmate to appear for court hearings via the Marysville video court system. The use of video court hearings will conform to procedures and rules of the Marysville jail and the Marysville Municipal Court.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

SCHEDULE A TO SEVENTEENTH AMENDMENT TO ILA FOR JAIL SERVICES - Page 3 Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a**

minimum of 0% to a maximum of 3.0%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2023 Seattle CPI-W index will set the amount of the January 1, 2024 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

**Second Amendment to Interlocal Agreement for Jail Services
Lake Stevens
Effective January 1, 2025.**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, the cities have had an Interlocal Agreement for Jail Services (hereinafter known as "Agreement") since September 27, 1999, which was ratified by a new agreement on September 28, 2023; and

WHEREAS, the parties executed a First Amendment to the Agreement effective January 1, 2024; and

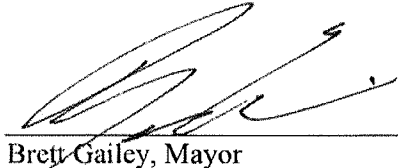
WHEREAS, the parties wish to extend the agreement to December 31, 2025.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Effective January 1, 2025, the fees assessed under the Agreement are those set forth in Schedule A attached; and
2. The term of this Agreement is extended to December 31, 2025; and
3. All other terms of the Agreement remain in full force and effect.

CITY OF LAKE STEVENS

By

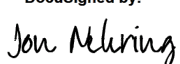

Brett Gailey, Mayor

DATE:

18 Nov 2024

CITY OF MARYSVILLE

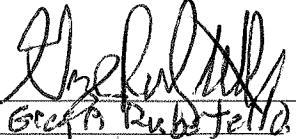
By

DocuSigned by:

A8AE51528DE9478
Jon Nehring, Mayor

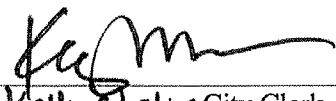
DATE:

12/4/2024

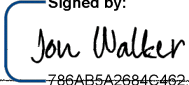
APPROVED as to form:

By 
Gregg Rubetella City Attorney

DATE: 11/25/24

Attest: 
Kelly Chelin City Clerk

APPROVED as to form:

Signed by:
By 
786AB5A2684C462...
Jon Walker, City Attorney

DATE: 12/4/2024

Signed by:
Attest: 
78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

SCHEDULE A Effective January 1, 2025

Booking fee beginning January 1, 2025 **\$147.29****

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee **\$20.00**

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee **\$75.00**

Lake Stevens agrees to pay Marysville a Transportation Fee of \$75.00 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily maintenance fee **\$161.71****

Bed space as needed on a space available basis.

Video Court fee **\$150.00**

Lake Stevens agrees to pay Marysville a Video Court fee of \$150.00 per prisoner for each court appearance by video. Marysville in its discretion or upon request by Lake Stevens may cause a Lake Stevens inmate to appear for court hearings via the Marysville video court system. The use of video court hearings will conform to procedures and rules of the Marysville jail and the Marysville Municipal Court.

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees** Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 3.0%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2024 Seattle CPI-W index will set the amount of the January 1, 2025 increase to Booking and Daily Maintenance Fees.)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	December 8, 2025
SUBMITTED BY:	Bryan Milligan, Engineering Services
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Supplemental Agreement No. 8 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute Supplemental Agreement No. 8 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project.
SUMMARY:	Council approved the original Professional Service Agreement in April of 2023 and previous supplemental agreements through December of 2025 for a total funding allocation of \$254,182.50. Supplemental No. 8 is the continuing effort to fill the Riverwalk parcels to an elevation above FEMA flood level for future development. Progress of the project has been impacted by the complex permitting required to allow the filling of and improvements to the wetlands on site. This supplemental includes the development of a site-specific Inadvertent Discovery Plan, and continued coordination with conditions of the federal permit, including the CLOMR-F from FEMA, which is currently under review. Also included is additional soil sampling and testing beyond the expectation of the original scope of the historic contaminated soil clean-up effort. Supplemental No. 8 to the PSA in the amount of \$15,325.00 is needed to continue to move forward the project and a subsequent Supplement 9 will be necessary to complete permitting and gain the needed approvals for all the intended phases of the Riverwalk improvements. The additional fee reflects the complex permitting and scale of effort needed to secure permitting, as well as the additional field & lab effort to identify next steps with the clean-up effort. This supplemental will bring the total funding allocation to \$269,507.50 and include an extension of time through June of 2026.

ATTACHMENTS:

[Riverwalk Sup 8 rev1.pdf](#)

[Original_PSA-Supplemental_No._7.pdf](#)

**EXHIBIT A-8
SCOPE OF SERVICES
City of Marysville
Riverwalk Brownfields Redevelopment
Supplement #8_rev.1**

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 Ebey Slough. Perteet staff have been assisting the City with site development planning and environmental permitting services to prepare the properties for private investment. During recent 'hot spot' removal actions in July and August 2025 at 60 State Avenue, previously unidentified contaminated soil was encountered near the central and northern 'hot spot' locations. This scope of services supplements Perteet's existing agreement with the City for additional and unplanned efforts outside the original scope of work, including additional sampling and analyses and report writing. It also provides scope to respond to requests from the US Army Corps of Engineers and Tribes related to preparation of a project specific inadvertent discovery plan (IDP). This supplement also includes an extension of time through March 31, 2026.

Specifically, this supplement:

- Provides additional funds to Task 400 for:
 - On-going project management and administration for additional assessment activities not defined in previous supplements.
- Provides for additional funds for Task 500 for:
 - Subtask 0503:
 - Coordinating Federal Section 404 permit / CLOMR-F Review
 - Subtask 0506:
 - Preparing an Inadvertent Discovery Plan at the request of the Army Corps and Tribes.
- Provides for additional funds for Task 600 for:
 - Additional effort to execute services which were outside the original scope.
- Extends the period of performance through March 31, 2026, to allow for processing of Supplement #9.

A fee estimate for this supplemental effort is included as Attachment 1.

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.

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.

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.

PROPOSED SCOPE OF SERVICES

This scope of services describes the work element to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements.

Task 400 – Project Management and Administration

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.

Activities:

- 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:

- Perteet will prepare nine monthly progress reports and invoice submittals.
- The project will extend through ~~March 31, 2026~~ June 31, 2026.

Task 500 – Environmental Permitting

Subtask 503 Section 404 Permitting / CLOMR-F Review

The Federal Section 404 permit was issued on November 5, 2025, and the Consultant has provided and will continue to provide limited coordination and communication efforts related to the conditions in federal permit as well as the CLOMR-F from FEMA (currently under review). This includes communication with the Client and regulatory agencies (e.g., Corps, Ecology, FEMA) via phone and email, and review of permit and other documentation on behalf of the Client, as needed. This task is anticipated to be minimal in scope, as most of the documentation and coordination was completed under previous supplements.

Subtask 506 Section 106 Cultural Resources Submittal

The Consultant will develop a project specific IDP. The purpose of the IDP is to establish specific policies and protocols to follow if archaeological resources or human remains are unexpectedly discovered during project ground disturbance and to facilitate compliance with federal and state laws in the treatment of any such discoveries. The IDP will also include a contact list for key staff from agencies and affected Tribes. One round of review is included in this scope of work.

Assumptions:

- The IDP will undergo one (1) round of client review.

Deliverables:

- Draft IDP, one (1) PDF by email

- Final IDP, one (1) PDF by email

Task 600 – Grading Plans, Specifications, and Estimate

This Consultant has completed the scope of work as identified in Supplement 6 in support of contaminated soil removal. This supplement provides for the continuation of services required outside the initial scope due to the newly encountered petroleum contamination. Completing services outside the original scope required an additional level of effort for extra days in the field and more technical support to assess unexpected conditions, an increase in the number of samples and types of analyses to characterize previously unidentified contamination, and additional report writing and figure generation.

Based on the changes in conditions and coordination with the City Project Manager, the Consultant performed the following work elements for continuation of services required outside original scope of work for contaminated soil removal:

Activities:

- Collection and submission of an additional 10 samples for analyses at an off-site laboratory.
- Additional analytical method analyses for seven (7) samples.
- Extended time in the field providing technical support for extended excavation.
- Additional analytical review, report writing, and preparing figures showing the extent of contaminated soil remaining at the site.

Assumptions:

- All deliverables will be submitted electronically.
- The summary report for Ecology involved one (1) round of client review.

Deliverables:

- 2025 Excavation summary report for submittal to Ecology (one [1] draft and one [1] final PDF by email)

ATTACHMENT 1
Fee Estimate



Fee Worksheet

Project:	Riverwalk Brownfields
Client:	Marysville
Firm:	Perteet
Role:	Prime
Project No.:	20230034.0000
PM:	Peter Battuello
Date updated:	11/10/2025

RATE TYPE	Standard
Rate Year	2023

Resources:	Peter Battuello	Theresa Holz	Andrea Bachman	Emily Parker	Jennifer Groos	Andy Yim	Johonna Shea	Cameo Kale	Miranda Boyer	Kellie Delisle	Christina Wollman		
Classification	Director	Sr. Environmental Scientist/ Manager	Sr. Environmental Scientist/ Manager	Senior Planner/ Cultural Resources Manager	Planner III	Planner III	Cultural Resources Specialist II	Cultural Resources Specialist I	Clerical	Accountant	Senior Planner/ Cultural Resources Manager	Total Task Hours	Hourly Cost
Billing Rate	\$310.00	\$175.00	\$175.00	\$185.00	\$155.00	\$155.00	\$130.00	\$105.00	\$115.00	\$125.00	\$185.00		
Total Hours	8	39	4	2	12	4	5	5	1	5	3	88	
Total Labor Cost	\$2,480	\$6,825	\$700	\$370	\$1,860	\$620	\$650	\$525	\$115	\$625	\$555		\$ 15,325.00

TASK / PHASE

0400	Project Management and Administration	4	9	0	0	0	0	0	0	0	5	0	18	\$ 3,440.00
	Client meetings and communication	2	4										6	\$ 1,320.00
	Progress report and invoices	2	5								5		12	\$ 2,120.00
0503	Environmental Permitting	0	0	4	0	0	0	0	0	0	0	3	7	\$ 1,255.00
	404 Permitting			4									4	\$ 700.00
	CLOMR-F Review											3	3	\$ 555.00
0506	Environmental Permitting	0	0	0	2	0	0	5	5	1	0	0	13	\$ 1,660.00
	Inadvertent Discovery Plan				2			5	5	1			13	\$ 1,660.00
0600	Grading plans, Specifications, and Estimate	4	30	0	0	12	4	0	0	0	0	0	50	\$ 8,970.00
	Additional on site hours, analytical review, report developn	4	30			12	4						50	\$ 8,970.00

Summary

SUMMARY	
Labor Total	\$ 15,325.00
Expenses	\$ -
Subconsultants Total	\$ -
CONTRACT TOTAL	\$ 15,325.00

**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. 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
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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. 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 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-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.”

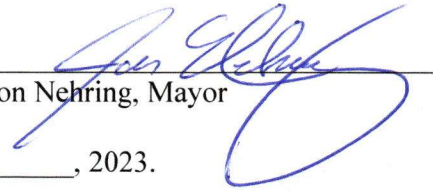
The total compensation payable to the Consultant is summarized as follows:

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.

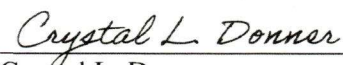
DATED this 6th day of July, 2023.

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this _____ day of _____, 2023.

PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Goldis, Deputy City Clerk

Approved as to form:

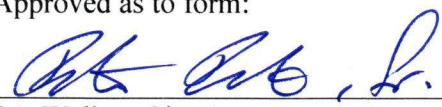

Jon Walker, City Attorney

EXHIBIT A-1
Scope of Services

INTRODUCTION

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- 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.
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- 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.
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- 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:

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- Routine communication with the Client.
- Submit monthly progress reports and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

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- 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

**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 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 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.”

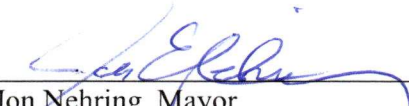
The total compensation payable to the Consultant is summarized as follows:

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

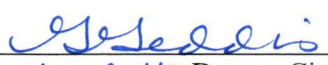
By 
Jon Nehring, Mayor

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:

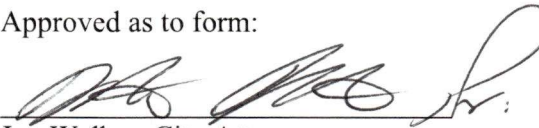

Jon Walker, City Attorney

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

Contract Start Date 3/28/2023

Last Update date 8/31/2023

Client City of Marysville

Contract End Date 3/28/2024

Perteet Project No. 20230034.000052

PM Peter Battuello

Contract Duration: 12 Months

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 IARPA/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	
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:

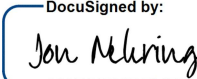
1. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on June 30, 2024.

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]

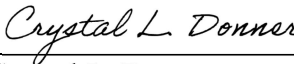
DATED this _____ day of 12/22/2023, 20____.

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

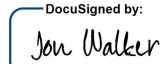
PERTEET, INC.

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,

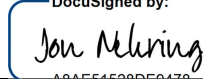
NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

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

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.

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- 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.

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- 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.

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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.

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- 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.

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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:

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- 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.

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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).

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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.

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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.

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- 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.

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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

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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.

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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.

**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 Perteet, 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 5/16/2024

CITY OF MARYSVILLE

DocuSigned by:
By Jon Nehring
A8AE51528DE9478...
Jon Nehring, Mayor

DATED this 5/16/2024

PERTEET, INC.

DocuSigned by:
By CRYSTAL L. DONNER
DF09DF8A2C5F4F2...
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

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

CITY OF MARYSVILLE**Agreement with Perteet Inc.**

April 25, 2024

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

CITY OF MARYSVILLE

Agreement with Perteet Inc.

April 25, 2024

(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.

CITY OF MARYSVILLE
Agreement with Perteet Inc.

April 25, 2024



ProjectMarysville Riverwalk Brownfields Redevel Sup5

Contract Start Date5/6/2024

Last Update date4/29/2024

ClientCity of Marysville

Contract End Date12/31/2024

Perteet Project No.20230034.000055

PMPeter Battuello

Contract Duration:7 Months

	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
TaskBilling Rate	\$325.00	\$275.00	\$240.00	\$200.00	\$155.00	\$155.00	\$190.00	\$190.00	\$165.00	\$195.00	\$150.00		
Task 400 - Project Administration	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. 6 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 6 (“Supplemental Agreement No. 6”) 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 replaced by Exhibit A-6, attached hereto and by this references made part of this Supplemental Agreement No. 6, 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, 2025.
- 3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$67,485.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$239,587.00 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	\$172,102.00
Supplemental Agreement No.6	\$67,485.00
Grand Total	\$239,587.00

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.

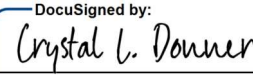
DATED 12/3/2024

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this 12/3/2024

PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Chari Taber, Deputy City Clerk

Approved as to form:

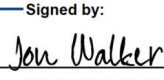

Jon Walker, City Attorney

EXHIBIT A
SCOPE OF SERVICES
City of Marysville
Riverwalk Brownfields Redevelopment
Supplement #6_rev.1

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, 2025.

The overall objective of this project is to fill the properties to proposed grades of greater than 13.5 feet and modify 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 2025.
- Adds additional budget to Task 400 to provide on-going project management and administration between October 2024 and December 2025.
- Adds additional budget to Task 500 respond to comments on permit applications, public review, and facilitate permit issuance.
- Adds additional scope and budget to Task 600 to advance 30% grading plans to 100%, finalize specifications, complete the construction cost estimate, and provide engineering support during the start of construction in 2025.

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.

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 5 are complete.

Task 400 – Project Administration (revised)

Task 500 – Environmental Permitting (revised)

Task 600 – Grading Plans, Specifications, and Estimate (revised)

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:

- Kickoff 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.
- 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, 2025.

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 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, and provides additional level of effort to continue with agency coordination and responding to agency and public comments on permit documentation.

Task elements include:

- Review and update the Wetland Site Assessment Report and Mitigation Plan based on recent feedback from the Corps to reassess the wetland ratings classification of the nearby ditch.
- Develop and submit required regulatory documents such as the 404(b)(1) Alternatives Analysis, Water Quality Certification Request, and CZM form.
- Follow up with agencies on ESA review status and other regulatory feedback, ensuring alignment with requirements.
- Assist with mitigation bank credit usage agreement between the City and the Corps and Ecology.
- Continue to coordinate with FEMA on the LOMR-F application and eventual CLOMR.

Assumptions:

- Permits are expected to be issued in Q2 2025.
- Consultant will support permit applications for:
 - Clean Water Act Sections 404/404
 - Clean Water Act Section 401 Water Quality Certification
 - FEMA Certified Letter of Map Revision
- 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 one (1) additional round of revisions based on agency feedback.
- 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. This revised task includes advancing the 30% grading plans to 100%, incorporating contaminated soil removal requirements, finalizing specifications, and preparing a construction cost estimate for permit approval. The Consultant will assist the City in preparing contract documents for bidding the construction project. This scope also includes bidding support (RFIs and clarifications) and engineering support during construction to address site-specific issues and collect confirmation samples from contaminated soil removal areas. Construction is currently scheduled for 2025.

Activities:

- Revise and advance 30% grading plans to 90% and 100% (Final) comprised of the following sheets:
 - Cover sheet
 - Site prep/TESC plans (1 sheets)
 - Site prep/TESC details (1 sheets)
 - Grading plans (1 sheets)
 - Grading sections (2 sheets)
 - Drainage plans (1 sheets)
 - Drainage profiles (2 sheets)

CITY OF MARYSVILLE

Agreement with Perteet Inc.

November 2024

- Drainage details (2 sheets)
- Develop draft (90%) specifications and advance to Final specifications.
- Develop 90%, and 100% opinions of probable construction costs.
- Submit final plans, reports, and documents for permit approval.
- Respond to bidder questions, issue addenda.
- Provide engineering support during construction.
- Collect confirmation samples from soil removal areas.
- Coordinate project activities for completion in 2025.

Assumptions:

- This scope does not include preparation of As-Built plans.
- All deliverables will be submitted electronically unless otherwise specified.
- Regular coordination meetings will be held to resolve any outstanding issues and confirm design details.
- Bid support is limited to providing electronic responses to the City of Marysville to questions submitted by bidders. One (1) addendum is assumed. Additional addenda can be provided as an added service.
- Construction support activities are limited to addressing minor revisions, submittal reviews, and requests for information, without full-time on-site presence.

Deliverables:

- 90% Design
 - One (1) electronic copy (11" x 17" PDF) of the 90% design plans
 - One (1) electronic copy (8.5" x 11" PDF) of the 90% opinion of probable construction costs
 - One (1) electronic copy (8.5" x 11" PDF) of the 90% project specifications
- 100% (Final) Design
 - One (1) electronic copy (11" x 17" PDF) of the Final design plans
 - One (1) electronic copy (8.5" x 11" PDF) of the Final opinion of probable construction costs
 - One (1) electronic copy (8.5" x 11" PDF) of the Final Project Manual
- Bidding Support
 - Respond to up to 4 request for clarification from bidders.
- Design Support During Construction
 - Electronic responses to contractor requests for information
 - Electronic review of contractor material submittals
- Contaminated soil removal documentation
 - Field notes
 - Weigh tickets
 - Confirmation soil sample laboratory reports

EXHIBIT B

SUMMARY	
Labor Total	\$ 60,060.00
Expenses	\$ 7,425.00
Management Reserve	
Directed Services	\$ -
Subconsultants Total	\$ -
CONTRACT TOTAL	\$ 67,485.00

**SUPPLEMENTAL AGREEMENT NO. 7 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 7 (“Supplemental Agreement No. 7”) 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 that of 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 supplemented by Exhibit A-7, attached hereto and by this references made part of this Supplemental Agreement No. 7, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, shall maintain the term of the Original Agreement to terminate at midnight on December 31, 2025.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$14,595.50 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$[New Total Amount] within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

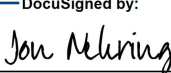
The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$239,587.00
Supplemental Agreement No.7	\$ 14,495.50
Grand Total	\$254,182.50

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.

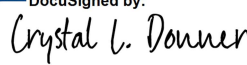
DATED 6/10/2025

CITY OF MARYSVILLE

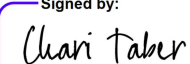
By 
A8AE51528DE9478...
Jon Nehring, Mayor

DATED this 6/5/2025

PERTEET, INC.

By 
DF09DF8A2C5F4F2...
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:

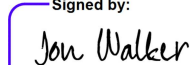

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Jon Walker, City Attorney

EXHIBIT A SCOPE OF SERVICES City of Marysville Riverwalk Brownfields Redevelopment Supplement #7

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 for additional and un-planned efforts needed to advance project permits and to complete the engineering requirements for City review and approval. The additional and un-planned effort was in response to late requests from FEMA, the Army Corps of Engineers, and the Department of Ecology for document revisions and additional studies.

Specifically, this supplement:

- Provides additional funds to Task 500 for:
 - Responding to Army Corps of Engineers' comments requiring additional delineation of the jurisdictional ditch on the west side of Columbia Avenue and updates to the application drawings for the Section 401 individual permit.
 - Responding to delays on the FEMA review and meeting with FEMA reviewers to clarify and re-document the "not likely to adversely affect determination."
 - Preparing shoreline enhancement plans to meet SMP requirements.
- Provides additional funds for Task 600 for:
 - Revising drainage memorandum
- Adds scope (see below) and fee for additional cultural resource studies required by the Army Corps of Engineers
- Adds scope (see below) and fee and identifies a new vendor to document the historic relevance the Public Works Building.

A fee estimate for the additional effort and new cultural resource requirements is included as Attachment 1.

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.

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

Since the project requires a permit from the Army Corps of Engineers (USACE), it constitutes a federal undertaking requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). As part of previous tasks under this agreement, Perteet completed a cultural resources overview assessment to support USACE review under Section 106. The USACE has requested additional documentation and a revised report before issuing permits for the project.

Task 506 – Cultural Resources Assessment (revised)

The Consultant will perform the following work elements to address the additional request from the USACE:

- Pedestrian survey and up to 2 shovel probes if suitable sampling locations are identified and photo documentation of
- Document, record, and evaluate the Marysville Public Works Offices building on parcel 30053300200100.
- Revise Cultural Resources Assessment report to incorporate results of fieldwork and update recommendations.

Assumptions:

- One (1) building more than 50 years old will be recorded and evaluated;
- If at any time human remains are encountered, work will cease, and notification of DAHP and affected tribes will proceed as directed by RCW 27-44;
- Treatment of any identified archaeological resources would be determined through consultation with DAHP, affected Tribes, and the USACE; and
- The report will undergo one (1) round of client review.

Deliverables:

- Historic Property Inventory Form, pdf included as appendix to the revised Cultural Resources Assessment Report
- Revised Cultural Resources Assessment Report, 1 pdf by email.

ATTACHMENT I
Fee Estimate



Fee Worksheet

Project: Riverwalk Brownfields		NOTES												RATE TYPE		Standard																		
Client: Marysville														Rate Year		2023																		
Firm: Periteet																																		
Role: Prime																																		
Project No.: 20230034.0000																																		
PM: Peter Battuello																																		
Date updated: 4/10/2025																																		
Resources:		Peter Battuello	Kern McGee	Andrea Bachman	Emily Parker	Cameo Kale	Andy Yim	Jennifer Groos	Donal Cales	Christina Woolman	Johonna Shea	Miranda Boyer																						
Classification		Director	Lead Engineer/Manager	Sr. Environmental Scientist/ Manager	Senior Planner/ Cultural Resources Manager	Cultural Resources Specialist I	Planner III	Planner III	Lead Tech/ Designer	Senior Planner/ Cultural Resources Manager	Cultural Resources Specialist II	Clerical	Total Task Hours	Hourly Cost																				
Billing Rate		\$310.00	\$190.00	\$175.00	\$185.00	\$105.00	\$155.00	\$155.00	\$145.00	\$185.00	\$130.00	\$115.00																						
Total Hours		2	6	19	10	10	14	11	2	2	2	1	79																					
Total Labor Cost		\$620	\$1,140	\$3,325	\$1,850	\$1,050	\$2,170	\$1,705	\$290	\$370	\$260	\$115		\$ 12,895.00																				
TASK / PHASE																																		
0500 Environmental Permitting		1	0	19	10	10	0	11	0	2	2	0	55	\$ 8,870.00																				
502 SSDP				1									1	\$ 175.00																				
503 Permitting and Consulting		1		8				10					19	\$ 3,260.00																				
504 CLOMR-F				10						2			12	\$ 2,120.00																				
506 Cultural/Historical Assessment					10	10		1			2		23	\$ 3,315.00																				
0600 Grading Plan		1	6	0	0	0	14	0	2	0	0	1	24	\$ 4,025.00																				
SWPPP/NOI		1					14						15	\$ 2,480.00																				
Stormwater Report			6						2			1	9	\$ 1,545.00																				
Expenses																																		
<table><tr><td colspan="4">Expenses</td></tr><tr><td>Expense</td><td>Cost</td><td>Markup</td><td>Total</td></tr><tr><td>Mileage</td><td>\$56</td><td>1.0</td><td>\$56</td></tr><tr><td>NWV (Historical Archaeologist)</td><td>\$1,495</td><td>1.1</td><td>\$1,645</td></tr><tr><td colspan="2">Total Expenses</td><td></td><td>\$1,701</td></tr></table>															Expenses				Expense	Cost	Markup	Total	Mileage	\$56	1.0	\$56	NWV (Historical Archaeologist)	\$1,495	1.1	\$1,645	Total Expenses			\$1,701
Expenses																																		
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Labor Total	\$ 12,895.00																																	
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CONTRACT TOTAL	\$ 14,595.50																																	



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Teri Lester, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: 2026 LifeWise Assurance Stop Loss Insurance Renewal

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the LifeWise Assurance Company services renewal.

SUMMARY: Annual renewal of LifeWise Stop Loss Insurance for 2026 as part of the City's self-insured medical plan. Renewal includes an increase to the specific stop loss deductible from \$125,000 to \$150,000 resulting in a specific stop loss premium reduction from \$295.39 to \$268.87 per employee per month, as recommended by the City's self-insured benefit broker.

ATTACHMENTS:
[R0126 - LWAC Exhibit - Firm - City of Marysville.pdf](#)

Effective Date: 1/1/2026
Group Name: City of Marysville
Group Number: 4018895
Agency Name: Alliant Insurance Services Inc

Current Enrollment
 Employees 311
 Members 779

Stoploss	2025 Current	2026 Renewal	2026 Option 1
	PEPM	PEPM	PEPM
Enrollment	311	311	311
<u>Specific Stoploss</u>			
Products Covered	Medical/Rx	Medical/Rx	Medical/Rx
Contract Basis	12 Month Paid Contract (Renewal Year)	12 Month Paid Contract (Renewal Year)	12 Month Paid Contract (Renewal Year)
Specific Stoploss Deductible	\$125,000	\$125,000	\$125,000
Aggregate Specific Deductible	N/A	N/A	N/A
ISL Maximum	Unlimited Annual/Lifetime	Unlimited Annual/Lifetime	Unlimited Annual/Lifetime
Specific Advancement	Included	Included	Included
Surplus Refunding	N/A	N/A	N/A
SSL Premium (PEPM)	\$259.11	\$295.39	\$295.39
Terminal Liability Protection	3 months Resetting*	3 months Resetting*	3 months Resetting*
<u>Aggregate Stoploss</u>			
Products Covered	Medical/Rx	Medical/Rx	Medical/Rx
Contract Basis	12 Month Paid Contract (Renewal Year)	12 Month Paid Contract (Renewal Year)	12 Month Paid Contract (Renewal Year)
Aggregate Attachment	125%	125%	125%
Annual Maximum	\$1,000,000	\$1,000,000	\$1,000,000
ASL Premium (PEPM)	\$12.31	\$12.31	\$12.31
Estimated Attachment Point	\$7,443,511	\$7,596,150	\$7,596,150
<u>Claims Liability</u>			
Expected Claim (PEPM)	\$1595.61	\$1,628.33	\$1,628.33
Maximum Claim Liability (PEPM)	\$1,994.51	\$2,035.41	\$2,035.41
Commissions:			
Specific Stoploss Level (SSL)	0.0%	0.0%	0.0%
Aggregate Stoploss Level (ASL)	0.0%	0.0%	0.0%
Check Selected Option		☐	☐

*3 months Resetting Terminal Liability Protection fee is 1.25 months of the Total Specific & Aggregate Stop Loss Monthly Premium. The Terminal Aggregate Attachment Point will be approximately 2 months of monthly maximum claims. Does not include additional liability for purchase of Terminal Liability Protection coverage

Stoploss	2026 Option 2		
	PEPM		
Enrollment	311		
<u>Specific Stoploss</u>			
Products Covered	Medical/Rx		
Contract Basis	12 Month Paid Contract (Renewal Year)		
Specific Stoploss Deductible	\$150,000		
Aggregate Specific Deductible	N/A		
ISL Maximum	Unlimited Annual/Lifetime		
Specific Advancement	Included		
Surplus Refunding	N/A		
SSL Premium (PEPM)	\$268.87		
Terminal Liability Protection	3 months Resetting*		
<u>Aggregate Stoploss</u>			
Products Covered	Medical/Rx		
Contract Basis	12 Month Paid Contract (Renewal Year)		
Aggregate Attachment	125%		
Annual Maximum	\$1,000,000		
ASL Premium (PEPM)	\$12.31		
Estimated Attachment Point	\$7,702,400		
<u>Claims Liability</u>			
Expected Claim (PEPM)	\$1,651.10		
Maximum Claim Liability (PEPM)	\$2,063.88		
Commissions:			
Specific Stoploss Level (SSL)	0.0%		
Aggregate Stoploss Level (ASL)	0.0%		
Check Selected Option	X	☐	☐

*3 months Resetting Terminal Liability Protection fee is 1.25 months of the Total Specific & Aggregate Stop Loss Monthly Premium. The Terminal Aggregate Attachment Point will be approximately 2 months of monthly maximum claims. Does not include additional liability for purchase of Terminal Liability Protection coverage

*The amounts provided herein are the amounts calculated for your contract with LifeWise, and are not designed by LifeWise to be used for any other purpose.

Authorized Signer: _____ Date: _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Suzanne Elsner, Court

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Omiga Solutions OCourt Service Level Agreement with the Marysville Municipal Court

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Omiga Solutions.

SUMMARY: OCourt is the forms solution for the Municipal Court. It is used to process electronic documents for court hearings.

ATTACHMENTS:

[OMIGA_OCourt_Marysville_Service Level Agreement 25_31.pdf](#)

OCourt Service Level Agreement City of Marysville

18300 Redmond Way, Suite 210
Redmond, WA 98052
(360) 915 – 7017

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1. Service Level Agreement Overview

This is a Service Level Agreement (SLA) between Omega Solutions LLC. (Omega Solutions) and City of Marysville (Hereafter referred to as “**Customer**”). Outlined within this document is an expected level of service from January 1st, 2026 to December 31st 2031. This agreement covers the product(s) as listed in Section 5 of this agreement. For the initial On Boarding cost agreement please refer to the Statement of Work (SOW) agreement. This SLA renews annually for (5) years as long as the Customer does not assume responsibility for providing court services for any additional municipality or workload does not substantially increase. Omega Solutions reserves the right to review the service fee if the Customer does assume responsibility for providing court services for any additional municipality. The Customer may terminate the agreement at the end of any annual period for any reason. At the end of 5 years, the service fee will be reviewed by Omega Solutions to reflect any substantial change in the caseload of the court.

2. Description of Services

2.1. Introduction

Omega Solutions is providing its proprietary OCourt system and solution(s) to the Customer. OCourt is an online web-based business application that streamlines the court processes and integrates with Washington State’s AOC JIS system in real time. OCourt has multiple features including Schedule R , E-Forms and E-Signature. Electronic documents created in OCourt can be concurrently viewed and edited in real time in a court room and a defendant located off site in a jail facility. OCourt supports a number of e-signature technologies including touch, physical signature pad and stored signatures online. OCourt offers real time synchronization to JIS from electronic forms, with built in analytics for Administrators, Clerks, Judges, Prosecutors and Public Defense. There is no similar court product offering for Courts of Lower Jurisdiction in the state of Washington.

2.2. Supplemental Modules

Omega Solutions has Modules; Lobby Display, Collect R, VRV, nCourt API, and Public Access Module for a data integration point between collection venders, individual court customers and the WA State Administrative Office for the Courts (AOC) Judicial Information System (JIS). These Modules directly update each individual court’s receipting system within JIS without relying on the courts to manually enter the information. These Modules reduce repetitive and error-prone tasks associated with manual data-entry related to the collections process.

2.3. Specific Services

Omega Solutions will:

- Ensure OCourt-specific security processes and best-practices are followed
- Notify Customer of any apparent anomalies in data-transfer
- Communicate future enhancements, modifications, or outages to all relevant parties
- Maintain network and identity-related security protocols
- Enforce proper deployment and maximum server up-time
- Establish and enforce proper application server deployment techniques

- g) 24x7 maintenance of the server environment
- h) Maintain an environment scalable to meet current & future customer expectations

3. Problem Management

3.1. General

If at any time OCourt users experience a lapse in OCourt services, as defined in this SLA, they should immediately notify their managers, noting specific items to be addressed.

3.2. System and Contract Support Escalation Contact List

Please use the following escalated contacts for Operational System or Contract Support issues. Please refer to Section 3.0 to confirm Service Performance standards and metrics.

OCourt System Issue Escalation Contacts



OCourt Contract Issue Escalation Contacts



4. Service Performance

4.1. Infrastructure Team Availability

Omega Solutions Infrastructure Team hours of operation will be established and managed under mutual agreement by Omega Solutions and Customer. Omega Solutions proposes the following availability:

Services	Description
System Support Hours of operation	7:00 AM to 5:00 PM Monday to Friday (Except for Federal and State holidays).
Regularly scheduled maintenance frequency	Performed on 2 nd /3 rd Saturday of the month. Email notices are sent to all users.
Issue Response Time	4 Hours
High Priority Issue Resolution Time	2 Business Days
Medium and Low Priority Resolution Time	1 Week

4.2. Operational Expectations

Server Backups	Frequency
Regularly scheduled backups	Daily
Log Truncation	Monthly
Retention of collection data	Continuous

4.3. System Availability

The OCourt Administrator(s) will work to ensure the following:

- All case information that is transmitted between Omega Solutions' servers, the customer's servers, and AOC's servers, are secured via HTTPS.
- All login passwords will be restricted to a sufficient level of complexity so as to prevent brute-force hack attempts.
- Omega Solutions will not store actual user passwords unless customer requires it.
- Omega Solutions will abide by the terms of the overall agreement governing auditing and logging of customer data interactions as specified by the Administrative Office for the Courts (AOC).
- Logs will be truncated every 1 month in order to minimize the possibility of significant data-loss during security breach.
- Outages shall be scheduled with at least one-week advanced notification to all customers and partners.
- All outages or un-expected problems arising as a result of OCourt software will be assigned a dedicated response team within a 48-hour period.
- The data-retention period for OCourt will not exceed 7 years. (Customer can request less if needed.)
- Omega Solutions will provide individual records data to Court Customer upon request. Omega Solutions will not retain the document data beyond 180 days.
- Regularly scheduled backups will occur every 24-hours with hourly backups of the data within the database.
- Omega Solutions will maintain the ability to recover from a hard-drive failure or master Hyper-V host operating system failure within a 24-hour period.

4.4. System Operational Limitations

While always endeavoring to resolve any system failures, there are conditions that may be beyond Omega Solutions' ability to address. Examples include, but are not limited to:

- AOC JIS availability (OCourt will not function properly without JIS functionality)
- Customer network outage
- Customer firewall or browser issue that is specific to their own IT environment
- Upgrades to Judicial Access Browser System (JABS) that causes a problem or outage
- SSL certificate(s) expiration
- Third party back-up power failure
- Restricted access to JIS
- JIS down-time (impacts data transmission).

Omega Solutions' commitments, per this SLA, are limited to those basic services, and designated optional services for Omega Solutions supplied or operated systems. Outages within the customer's own systems, and/or the customer's network provider's systems over a period of several days do not fall within the scope of this SLA nor will Omega Solutions assume responsibility for them.

4.5. OCourt - File Processing

OCourt Overview:

The OCourt system is considered a "real-time" system in that users expect to see data in JIS after they've entered it into the system. However, there is also a regularly scheduled [automated] process that kicks off every 24 hours, to migrate the customer's JIS data into our queue for synchronization and error notification. There is another "near real-time" mechanism that is initiated by user actions such as performing a case submittal action or typing in a large number of cases to associate with a hearing.

User Authorization and Authentication:

A username/password for OCourt can be established by registering for the site, and then approved by a Court Administrator or Omega Solutions System Administrator. Users that are approved can then be associated with specific roles that will allow them to review various functions that have been associated with their assigned "role" in the system.

Handling Dependency Changes:

In the event that Omega Solutions' OCourt system is operating normally, but there is:

1. An anomaly present in the JIS and/or document storage data,
2. A JIS screen has been modified and the customer has failed to notify Omega Solutions,
3. A Document Storage API has been updated

Omega Solutions may reach out to the customer in order to facilitate a resolution. In practice, this type of anomaly rarely occurs. However, if it should occur, Omega Solutions will be able to respond within 72 hours of notification regarding any small AOC screen changes, document storage API updates, or data anomalies. If the modification is severe enough (for instance AOC replaces JIS with a new Case Management System and doesn't tell anyone about it) Omega Solutions may not be able to bring the system back-online within a 72-hour period. Therefore, it is necessary for AOC and the customer to keep Omega Solutions informed of known upcoming changes and upgrades.

External Doc Storage Sync Operations (Applicable to 3rd-party externally hosted solutions only!):

For certain customers, Omega Solutions will support software that is responsible for downloading external data concerning electronic documents associated with a case(s).

Security:

3rd-party vendor data (i.e. Laser Fiche, SharePoint, Sire, etc.) should be made available to Omega Solutions in a secure fashion, but Omega Solutions is not responsible for enforcing agreements between its own Courts customers and their 3rd-party partner vendors. Therefore, Omega Solutions will download data related to the OCourt system from Court customer 3rd-party vendors even if it is provided to us in an inherently insecure fashion. It is the customer's responsibility to ensure that their 3rd-party vendors are working in a secure fashion with Omega Solutions. Basically, Omega Solutions does not control or have leverage over any Court customer's own vendors.

3rd-party Data Transmission:

We will notify our customers in the event that we notice odd patterns in data-transmission such as (a) no data for unusual periods of time, (b) bad data repeatedly being transmitted, (c) too much data being transmitted. Ultimately, if the customer wishes for Omega Solutions to work collaboratively with the 3rd-party to resolve the problem, we will do so on a case-by-case basis.

Customer Network, Document Storage Provider, or AOC System Anomalies:

There are many points of failure in the overall data pipeline for the OCourt system. Omega Solutions often plays the role of working to resolve any breakdowns in the pipeline. However, there are times when Omega Solutions would have absolutely no knowledge of such a breakdown. The following are examples that have occurred. (a) The customer has a network outage. (b) The customer has a firewall or browser issue that is specific to their IT environment. (c) AOC has made an upgrade to JABS which causes a problem or outage. (d) AOC has forgotten to update their SSL certificates and the SSL certificates have expired. (e) AOC experiences a network outage.

Since there are many points of failure, Omega Solutions' agreed-upon metrics that are defined in this SLA document may only be applied at the point that we are the source of the problem. Outages within AOC, the customer's own systems, and/or the customer's network provider's systems over a period of several days do not fall within the scope of this SLA nor does Omega Solutions assume responsibility for them.

Document Storage Synchronization Operations (Applicable to locally installed software only!):

In the case where the document-storage resides internal to the customer, Omega Solutions will provide the customer with a Windows executable program. The program is made up of more than 3 files. One file is intended to be configured according to the unique requirements of the customer. This file ends with a *.config file extension.

The Windows executable that Omega Solutions provides to the customer will, generally speaking, look for files located in a document storage solution, determine if they are relevant case-related files, transmit them over HTTPS to Omega Solutions' e-Docs servers, and then disconnect from the customer's document storage system. For this reason, it is important that the customer not expect that the data displayed in Omega Solutions' e-Docs manager will be automatically synchronized with the customer's document-storage solution. In order to update the case-documents when making a change to your document-management data, you will need to "refresh" the Omega Solutions e-Docs external documents list.

The executable currently depends on Microsoft .NET Framework 4.5 in order to execute and perform its tasks. This may change in the future.

The executable transmits the customer's ticket data over port 443 which is a standard SSL port. Other than allowing outbound traffic on port 443 and ensuring that the user-account running the executable has the appropriate permissions to read and delete files in the configured processing path of the program, there is no other operational requirement of the software.

Case-File Processing Executable Maintenance (Applicable to locally installed software only!):

Omega Solutions may periodically update the executable supplied to any Court customer as updates and enhancements are developed. Given that this executable is responsible for reading the appropriate document data, and also updating it, there may be updates or enhancements required over time. The maintenance fee associated with any contract related to the OCourt system is partially used to ensure this component stays up to date with technology changes over time.

If any Court customer wishes to disable or rebuild the server that the OCourt executable is running on, they merely need to copy all of the files associated with the OCourt executable... and place them into a directory on the new server. There is no uninstall process, re-configuration process, or other Windows artifacts in-place that need to be addressed. If any Court customer needs a new copy of the OCourt executable, Omega Solutions will provide one for them at no charge.

Ticket Processing Bandwidth:

Omega Solutions does not expect to have any difficulty processing up to the maximum allowable number of documents that our pre-screened customers are able to accommodate

As the exact processing volumes and capabilities of hardware, software, and other factors adjust over time... so will the exact contents of this portion of the Service Level Agreement.

Omiga Solutions will be able to provide reports within a 48-hour period of exact case-volume processing and anomalies per customer.

4.6. *OCourt Security*

The OCourt software is managed by Omiga Solutions' Network Support Team and is responsible for the physical security, data redundancy, and other aspects of backups and power supply necessary to maintain uptimes that meet the definition of this Service Level Agreement.

Omiga Solutions is responsible for the SSL certificate used to secure individual customer logins via the web-based interface as well as encryption of the ticketing data within the SQL Server storage environment. Omiga Solutions is also responsible for the verification of regular data-backups and redundancy that is necessary to avoid any data loss. However, in the case of this system... any lost data may be recovered from multiple sources outside of Omiga Solutions' control. (Such as Washington State AOC or DES or the customer.)

Omiga Solutions is also responsible for verifying the secure transmission of the case data associated with the OCourt system to the customer's servers and to AOC's JIS.

Omiga Solutions will notify the Court Customer within 48 hours in the event of any known security breach or compromise to the integrity of the data. If Omiga Solutions determines that a username or password of a valid user for Court Customer was utilized during the security breach, we will immediately deactivate the account and change the password prior to notifying the Court Customer, in order to ensure that no further security breaches occur.

4.7. *Bug Reporting/Tracking*

Omiga Solutions is responsible for tracking all bugs/problems associated with the OCourt software or general processing of OCourt-related tickets from the customer's 3rd-party ticket vendor as needed. Omiga Solutions currently uses a system to facilitate the reporting of bugs. A username/password may be established for any 3rd-party wishing to provide bug-reports on a 24x7 basis.

Bug reports may be generated from the ticketing system upon request within a 48-hour period.

4.8. *System Outage/Security Reporting*

Due to the complexity and number of systems supporting OCourt processing system, it is difficult to centralize a reporting mechanism to identify all system outages, security-related issues, or other concerns over an extended period of time. However, Omiga Solutions will provide a regular security bulletin for issues within the Omiga Solutions server and OCourt environment upon request. Omiga Solutions cannot provide information about the system functionality or security of non-Omiga Solutions server environments.

4.9. *Record Transaction Processing Issues:*

In the event, that transaction processing does not occur correctly, customers are notified in one of 2 ways. (1) via email if it is a long-running transaction process. (2) Via user-interface if it is a "real-time" or "near real-time" transaction. Additionally, the OCourt Systems Administrator(s) will also be notified. It is possible to include other members from various roles in these error notifications upon request. Error emails are filtered by the Customer identifier because there could be more than one Court organization using the same system. A configurable customer email address can be associated with each Customer id. In this case, a "customer identifier" is the unique information that identifies customers such as City of Tacoma, City of Fife, City of Lakewood, etc.

5. Cost of Services

5.1. Annual Maintenance Services

The scope of Omiga Solutions 's OCourt system services to Customer shall be performed for a not-to-exceed annual fee(s) as indicated below for the licensed solutions the Customer has chosen. The service fee covers the maintenance and on-going support of the below chosen solutions. The Annual Maintenance fee payment will be invoiced to the customer on the anniversary date of execution of this agreement each year this agreement is in effect. Omiga Solutions or the Customer may terminate this agreement at the end of any annual period for any reason with 30 days notice. At the end of 5 years, the service fee will be reviewed by Omiga Solutions to reflect any substantial change in the caseload of the court.

Omiga Solutions will make available to the Customer, any additional Module(s) released. Implementation and use of additional Module(s) may require an additional service fee.

The annual maintenance fee does not include feature enhancements or future improvements. It is intended solely to cover the services in this agreement and to ensure proper security in accordance with AOC guidelines, industry best-practices, and normal operating procedures. The Maintenance Fee will cover any changes as needed to any current form(s) in use by the OCourt program as drive from Legislative Changes for Washington State. Any new forms to be created because of Washington State Legislative decisions will be considered enhancement to the electronic document system and the cost of developing those forms will be at \$500.00 which will be equally shared among the courts actively using the E-Doc program. However, individual customer obligations for Legislative New Forms will not exceed \$50.00.

After the first 5 Year term of this agreement, the actual number of transactions processed through OCourt for Customer during the year will be used to calculate the maintenance fee and will be reflected in the next version of this service contract. A transaction is a case synchronized from JIS into the OCourt scheduler system.

5.2. Annual Maintenance Fee

	Item	Annual Fee	Note
☒	OCourt	\$7,900	
☐	Lobby display	No charge	
☐	Collect R	N/A	Annual fee is based on current volume and will be adjusted annually as Omiga measures and tracks volume. See below for costs
☒	nCourt API		Paid by Vendor
☐	VRV	N/A	Annual fee is based on current volume and will be adjusted annually as Omiga measures and tracks volume. See below for costs
☐	N to Y	N/A	This module requires VRV licensing
☐	Public Access (PAM)	N/A	
☐	e-Filing	N/A	
☒	Translated Forms	\$2,500	
☐	e-Hearing	N/A	
☐	OSummons	N/A	Jury Management

CollectR and VRV fee(s) are based on the annual number of Citations processed. There are three different levels of citation processing: Light under 11,000 citations \$1,200, Medium between 11,000 and 28,000 citations \$1,500, and Heavy over 28,000 citations \$2,500.

6. Service Provider and Customer Responsibilities

Role	Responsibilities
Omega Solutions	• Installs, updates, and configures the physical Electronic Documents, Schedule R, and synchronization with JIS and Collection modules. (if a product) • Ensures Electronic Documents, Schedule R, collection modules and synchronization-specific security processes and best-practices are followed • Notifies all partners of any apparent anomalies in data-transfer or ongoing operations • Communicates future enhancements, modifications, or outages to all relevant parties • Maintains data-retention policies
Customer	• Responsible for correcting data-entry errors • Provide all digital data-entry including hearing information, e-Doc data, required e-Document case files, and/or other relevant information • Responsible for syncing the hearing or other data periodically from JIS. (Until a real-time data synchronization mechanism can be built and agreed to by AOC.) • Responsible for following system business practices to ensure long-term operational needs • Responsible for accepting valid users, elevating user permissions, and generally removing users that are no longer part of the Court • Responsible for collaborating with Omega Solutions system administrators to identify features, functionality, or problems that need to be addressed • Responsible for ensuring proper e-Document signatures and association with relevant hearing and case-types

7. Periodic Review Process

7.1. Overview

This SLA will be reviewed at a minimum once per contract year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

- Document Owner: Mark Meyer
- Review Period: Annually or as requested
- Previous Review Date:
- Next Review Date: December 1st, 2026

7.2. Changes

This SLA is a dynamic document and will be periodically reviewed and changed when the following events occur:

- The environment has changed.
- The customer's expectations and/or needs have changed.
- Workloads have changed. (Including processing volumes and capabilities)
- Better metrics, measurement tools and processes have evolved.

8. Termination of Agreement Process

This agreement shall run for a period of twelve (12) months from the effective date and, will be reviewed, revised and renewed at the end of this period for an additional 4 years unless either Omega SOLUTIONS or CUSTOMER may terminate the agreement at the end of any annual period for any reason. At the end of 5 years, the service fee will be reviewed by Omega Solutions. to reflect any substantial change in the caseload of the court. Upon termination of this Agreement, Omega Solutions shall have no further obligation to provide any services hereunder to Customer.

Termination of this Agreement shall not affect any obligation owed by either party to the other as accrued prior to such termination.

9. Glossary of Terms

- **AOC** – Administrative Office of the Courts.
- **APS** –Automated Payment System
- **OCourt**- Omega Solutions' proprietary online web-based business application that streamlines the court processes and integrates with Washington State's AOC JIS system in real time. OCourt has multiple features including case scheduling, E-Forms, Archiving, E-Signature and Lobby display.
- **EA Group** – Enterprise Architecture Group: A governing body or group within the AOC, responsible for the oversight and general design of Information Technology as it relates to the agency.
- **Executive Management** – The ISD Director or other management entity responsible for overseeing the agency Information Services budget and project selection.
- **ISD** – Information Services Division: A division within the AOC responsible for the maintenance and development of Information Technology Software and Hardware.
- **JIS** - Judicial Information Systems
- **PMO** – Project Management Office; the organization responsible for the oversight and direct management of projects within the AOC.
- **SSL** - Secure Sockets Layer; a protocol designed to provide secure communications over the Internet using asymmetric key encryption.

10. Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have accepted and authorized execution of this Service Contract.

Customer

Omiga Solutions, LLC

Full name

Mark Meyer

Full name

Title

President

Title

Signature

Signature

Date

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 8, 2025

SUBMITTED BY: Teri Lester, Human Resources

ITEM TYPE: Action Item

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** amending the Current Pay Classifications and Grades or Ranges and Providing for the Establishment of Pay Classifications and Grades or Ranges.

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

SUMMARY: Staff requests that Council approve a revised and drafted 2026 Salary Grids for Management and Non-represented positions. The revised grid in the attached exhibit includes a 3.0% cost of living adjustment in base wage effective 1/1/2026 as budgeted for in the 2025-2026 biennial budget. The red-lined changes reflect changes to the certain position classifications by eliminating an unfilled position, properly retitling certain positions and adding a new position which will result in a salary grid that is more reflective of the workforce, roles and needs of the City. A summary of these redline changes are as follows:
M113 - add Permit Services Supervisor; M116 - remove Principal Planner, replaced by Permit Services Supervisor;
M119 - update Development Services Manager to Development Engineering Services Manager; N112 - update Confidential Admin Associate to Confidential Executive Assistant.

ATTACHMENTS:

[Resolution - Non-Rep.Management Salary Grid Update 12.8.25.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING THE CURRENT PAY CLASSIFICATIONS AND
GRADES OR RANGES AND PROVIDING FOR THE ESTABLISHMENT OF
PAY CLASSIFICATIONS AND GRADES OR RANGES.**

WHEREAS, since the adoption of the 2025-2026 budget and in accordance with MMC 2.50.030, the 2025-2026 biennial budget directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached as Exhibit A; and

WHEREAS, the City has budgeted for a 3.0% cost of living adjustment in base wage effective January 1, 2026 for all employees; and

WHEREAS, the City has a need for one new position, specifically a Permit Services Supervisor, which is funded by eliminating an existing unfilled position; and

WHEREAS, certain position classifications as existing in the current classification and pay grid are not properly titled when taking into account the actual duties of those positions; and

WHEREAS, updating the position titles classifications and pay grid by eliminating unfilled positions, properly retitling certain positions, will result in a grid that is more reflective of the workforce, roles, and needs of the City; and

WHEREAS, updating the classifications and pay grid by eliminating unfilled positions, properly retitling certain positions, and creating one needed position will furthermore result in cost savings for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that, in accordance with MMC 2.50.030, the employee classification and pay grid of the City of Marysville is hereby amended as set forth in **Exhibit A**.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

EXHIBIT A

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2026

3% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 89,886 \$ 43.22	\$ 92,590 \$ 44.52	\$ 95,342 \$ 45.85	\$ 98,197 \$ 47.22	\$ 101,181 \$ 48.65	\$ 104,189 \$ 50.09	\$ 107,325 \$ 51.59	\$ 110,027 \$ 52.90	\$ 112,754 \$ 54.21	Annual Hourly
M113	Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor Permit Services Supervisor	\$ 97,968 \$ 47.10	\$ 100,900 \$ 48.50	\$ 103,960 \$ 49.98	\$ 107,044 \$ 51.46	\$ 110,281 \$ 53.01	\$ 113,597 \$ 54.61	\$ 116,987 \$ 56.25	\$ 119,918 \$ 57.65	\$ 122,902 \$ 59.09	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I Assistant City Attorney	\$ 105,183 \$ 50.57	\$ 108,345 \$ 52.09	\$ 111,607 \$ 53.65	\$ 114,920 \$ 55.25	\$ 118,389 \$ 56.92	\$ 121,932 \$ 58.62	\$ 125,629 \$ 60.40	\$ 128,740 \$ 61.89	\$ 131,950 \$ 63.44	Annual Hourly
M115	Administrative Services Supervisor Fleet and Facilities Supervisor IT Services Supervisor Assistant Court Administrator	\$ 112,576 \$ 54.13	\$ 115,917 \$ 55.73	\$ 119,408 \$ 57.40	\$ 123,002 \$ 59.13	\$ 126,700 \$ 60.91	\$ 130,498 \$ 62.74	\$ 134,424 \$ 64.62	\$ 137,738 \$ 66.22	\$ 141,178 \$ 67.88	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 Emergency Preparedness Manager GIS Manager Principal Planner IT Analyst Supervisor	\$ 120,454 \$ 57.91	\$ 124,048 \$ 59.64	\$ 127,769 \$ 61.43	\$ 131,594 \$ 63.27	\$ 135,546 \$ 65.17	\$ 139,624 \$ 67.13	\$ 143,806 \$ 69.13	\$ 147,398 \$ 70.86	\$ 151,070 \$ 72.63	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager IT Operations Supervisor HR Supervisor Communications Manager Police Administrative Services Manager	\$ 126,443 \$ 60.79	\$ 130,244 \$ 62.62	\$ 134,143 \$ 64.50	\$ 138,170 \$ 66.42	\$ 142,353 \$ 68.44	\$ 146,584 \$ 70.47	\$ 150,993 \$ 72.59	\$ 154,767 \$ 74.41	\$ 158,642 \$ 76.26	Annual Hourly
M118	Senior Project Manager City Traffic Engineer Legal Services Manager	\$ 132,793 \$ 63.85	\$ 136,743 \$ 65.74	\$ 140,848 \$ 67.71	\$ 145,080 \$ 69.75	\$ 149,464 \$ 71.86	\$ 153,926 \$ 74.01	\$ 158,540 \$ 76.22	\$ 162,516 \$ 78.14	\$ 166,572 \$ 80.08	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation Services Manager Court Administrator Lead Prosecutor Development Engineering Services Manager Capital Engineering Manager Maintenance Services & Solid Waste Manager	\$ 139,420 \$ 67.03	\$ 143,601 \$ 69.04	\$ 147,910 \$ 71.10	\$ 152,345 \$ 73.23	\$ 156,908 \$ 75.44	\$ 161,626 \$ 77.70	\$ 166,468 \$ 80.03	\$ 170,625 \$ 82.03	\$ 174,905 \$ 84.09	Annual Hourly
M120	No Position	\$ 146,379 \$ 70.37	\$ 150,764 \$ 72.48	\$ 155,277 \$ 74.65	\$ 159,967 \$ 76.90	\$ 164,761 \$ 79.21	\$ 169,707 \$ 81.59	\$ 174,803 \$ 84.04	\$ 179,163 \$ 86.14	\$ 183,648 \$ 88.29	Annual Hourly
M121	No Position	\$ 153,721 \$ 73.91	\$ 158,336 \$ 76.13	\$ 163,051 \$ 78.38	\$ 167,947 \$ 80.74	\$ 172,994 \$ 83.17	\$ 178,194 \$ 85.67	\$ 183,549 \$ 88.25	\$ 188,111 \$ 90.43	\$ 192,802 \$ 92.69	Annual Hourly
M122	Deputy City Attorney	\$ 161,395 \$ 77.60	\$ 166,213 \$ 79.91	\$ 171,210 \$ 82.31	\$ 176,385 \$ 84.80	\$ 181,662 \$ 87.34	\$ 187,092 \$ 89.95	\$ 192,702 \$ 92.64	\$ 197,544 \$ 94.98	\$ 202,464 \$ 97.35	Annual Hourly
M123	No Position	\$ 177,532 \$ 85.35	\$ 182,859 \$ 87.92	\$ 188,342 \$ 90.55	\$ 193,999 \$ 93.27	\$ 199,786 \$ 96.05	\$ 205,803 \$ 98.94	\$ 211,973 \$ 101.92	\$ 217,274 \$ 104.46	\$ 222,706 \$ 107.08	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director Assistant Police Chief	\$ 190,184 \$ 91.43	\$ 195,890 \$ 94.17	\$ 201,767 \$ 97.01	\$ 207,820 \$ 99.91	\$ 214,055 \$ 102.91	\$ 220,476 \$ 106.00	\$ 227,090 \$ 109.18	\$ 232,768 \$ 111.91	\$ 238,586 \$ 114.71	Annual Hourly
M125	Finance Director	\$ 199,695 \$ 96.01	\$ 205,687 \$ 98.89	\$ 211,858 \$ 101.86	\$ 218,213 \$ 104.91	\$ 224,759 \$ 108.06	\$ 231,502 \$ 111.30	\$ 238,447 \$ 114.64	\$ 244,409 \$ 117.50	\$ 250,519 \$ 120.44	Annual Hourly
M126	Police Chief City Attorney Engineering Services Director Utilities and Maintenance Services Director	\$ 209,694 \$ 100.82	\$ 215,984 \$ 103.83	\$ 222,464 \$ 106.96	\$ 229,137 \$ 110.16	\$ 236,011 \$ 113.46	\$ 243,091 \$ 116.87	\$ 250,385 \$ 120.38	\$ 256,644 \$ 123.38	\$ 263,061 \$ 126.47	Annual Hourly
M130	City Administrator	\$ 226,634 \$ 108.95	\$ 233,433 \$ 112.23	\$ 240,436 \$ 115.60	\$ 247,649 \$ 119.06	\$ 255,078 \$ 122.63	\$ 262,730 \$ 126.31	\$ 270,613 \$ 130.10	\$ 277,378 \$ 133.35	\$ 284,312 \$ 136.69	Annual Hourly

NON REPRESENTED PAY GRID 2026

3% Increase											
PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Planning Technician	\$ 79,256	\$ 81,628	\$ 84,076	\$ 86,598	\$ 89,199	\$ 91,876	\$ 94,629	\$ 97,001	\$ 99,423	Annual
	Confidential Legal Assistant	\$ 38.10	\$ 39.24	\$ 40.43	\$ 41.63	\$ 42.89	\$ 44.17	\$ 45.50	\$ 46.64	\$ 47.80	Hourly
	Computer Technician										
	Victim/Witness Coordinator										
	Community Support Aide										
N111	Deputy City Clerk	\$ 83,999	\$ 86,549	\$ 89,123	\$ 91,800	\$ 94,553	\$ 97,357	\$ 100,314	\$ 102,810	\$ 105,388	Annual
	Communications/Marketing Specialist	\$ 40.39	\$ 41.61	\$ 42.85	\$ 44.14	\$ 45.45	\$ 46.81	\$ 48.22	\$ 49.43	\$ 50.67	Hourly
	Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 89,886	\$ 92,590	\$ 95,342	\$ 98,197	\$ 101,181	\$ 104,188	\$ 107,325	\$ 110,027	\$ 112,754	Annual
	Confidential Admin-Associate Executive Assistant	\$ 43.22	\$ 44.52	\$ 45.84	\$ 47.22	\$ 48.64	\$ 50.09	\$ 51.60	\$ 52.90	\$ 54.21	Hourly
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	HR Specialist										
	Inspector I - Building										
	Inspector I - Construction										
	Surface Water Specialist										
	Surface Water Inspector										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
	Probation Officer										
N113	Associate Planner	\$ 97,968	\$ 100,900	\$ 103,935	\$ 107,044	\$ 110,256	\$ 113,597	\$ 116,987	\$ 119,918	\$ 122,902	Annual
	I.S. Analyst	\$ 47.10	\$ 48.50	\$ 49.98	\$ 51.46	\$ 53.01	\$ 54.61	\$ 56.25	\$ 57.65	\$ 59.09	Hourly
	Engineering Technician										
	Financial Analyst										
	GIS Analyst										
	Inspector II - Construction										
	Executive Services Coordinator										
	NPDES Coordinator										
N114	Senior Communications Specialist/PIO										
	Crime & Intelligence Analyst	\$ 105,183	\$ 108,345	\$ 111,607	\$ 114,920	\$ 118,389	\$ 121,932	\$ 125,629	\$ 128,740	\$ 131,950	Annual
	Electronic Control Systems Administrator	\$ 50.57	\$ 52.09	\$ 53.65	\$ 55.25	\$ 56.92	\$ 58.62	\$ 60.40	\$ 61.89	\$ 63.44	Hourly
N115	Inspector III - Electrical										
	Assistant Building Official	\$ 112,576	\$ 115,917	\$ 119,408	\$ 123,002	\$ 126,700	\$ 130,498	\$ 134,424	\$ 137,738	\$ 141,178	Annual
	Civil Plan Review	\$ 54.13	\$ 55.73	\$ 57.40	\$ 59.13	\$ 60.91	\$ 62.74	\$ 64.62	\$ 66.22	\$ 67.88	Hourly
	Project Engineer										
	Senior Planner										
N116	Associate Traffic Engineer										
	City Clerk										
	IS System Administrator	\$ 120,454	\$ 124,048	\$ 127,769	\$ 131,594	\$ 135,546	\$ 139,624	\$ 143,806	\$ 147,398	\$ 151,070	Annual
	Risk and Program Manager	\$ 57.91	\$ 59.64	\$ 61.43	\$ 63.27	\$ 65.17	\$ 67.13	\$ 69.13	\$ 70.86	\$ 72.63	Hourly