



**CITY COUNCIL REGULAR MEETING
MONDAY, MAY 11, 2026 — 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/29183429449985?p=Gvrc8twB15fSB5KfD6>

Meeting ID: 291 834 294 499 85

Passcode: 8i6sd6sN

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

1. Proclamation: Emergency Medical Services Week
2. Proclamation: Police Week and Law Enforcement Memorial Day
3. Proclamation: National Public Works Week
4. Swearing-in of Custody Officer Brandon Cross

Public Comment

Approval of Minutes (Written Comment Only Accepted from Audience)

5. April 27, 2026, City Council Meeting Minutes
6. May 4, 2026, City Council Work Session Minutes

Consent

7. April 22, 2026, Claims in the Amount of \$641,230.76 paid by EFT Transaction Check Number 194368 and Check Numbers 194369 through 194460 with Check Numbers 193779, 194014, 194119, 194192 and 194206 Voided
8. April 24, 2026, Payroll in the amount of \$2,017,730.84 paid by EFT Transaction numbers 153974 through 154369 and check numbers 36049 through 36057

Review Bids

9. Contract Award – Citywide Pedestrians Safety Improvements
Recommended Motion: I move to authorize the Mayor to sign and execute the Citywide Pedestrians Safety Improvements contract with Earthwork Solutions, LLC in the amount of \$730,755 and approve a management reserve of \$73,075.50 for a total allocation of \$803,830.50.

Public Hearing

10. Community Development Block Grant - Program Year 2026 Annual Action Plan
Recommended Motion: I move to approve the Community Development Block Grant - Program Year 2026 Annual Action Plan, as recommended by the Citizen Advisory Committee, authorize the Mayor to sign and execute any agreements necessary to carry out the disbursement of CDBG grant funds identified in the Annual Action Plan; authorize staff to incorporate a summary of and response to any comments received during the public hearing into the 2026 Annual Action Plan; and direct staff to forward the Program Year 2026 Annual Action Plan to the U.S. Department of Housing and Urban Development.

New Business

11. Capital Agreement with the Washington Department of Commerce through Connecting Housing to Infrastructure Program (CHIP) for the Leonard Crossing Apartments
Recommended Motion: I move to authorize the Mayor to sign and execute the Capital Agreement, Contract No. 26-96330-117, with the Washington Department of Commerce through the Connecting Housing to Infrastructure Program (CHIP) for the Leonard Crossing Apartments.
12. Professional Services Agreement for Engineering and Design Services with BHC Consultants, LLC for the Marysville West Lift Station Rehab Design Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with BHC Consultants, LLC for the Marysville West Lift Station Rehab Design Project in the amount of \$417,569.00.

13. Local Programs State Funding Agreement and State Funds Project Prospectus with WSDOT for the Safe Routes To School Grant — Shoultes Elementary School
Recommended Motion: I move to authorize the Mayor to sign and execute the Local Programs State Funding Agreement and State Funds Project Prospectus with WSDOT for construction of the Shoultes Elementary School Safe Routes to School project.
14. Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental No. 1 to the Local Agency Agreement and the Local Agency Federal Aid Project Prospectus with the WSDOT for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project.
15. 2026 Strawberry Festival Permit Proposal
Recommended Motion: I move to approve the 2026 Strawberry Festival Permit Proposal submitted by Maryfest, Inc. to be held June 14, 2026–June 21st, as recommended by city staff.
16. Memorandum of Understanding between City of Marysville and Marysville Police Officers Association
Recommended Motion: I move to authorize the Mayor to sign and execute the MOU between the City of Marysville and the Marysville Police Officers Association
17. Memorandum of Understanding Seattle Police Department and City of Marysville
Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding between the Seattle Police Department and the City of Marysville, Marysville Police Department for Grant Award 16.543 - FY24 Washington State ICAC Task Force Program in the amount not to exceed \$5,000.
18. A **Resolution** supporting an Application to the Opportunity Zones 2.0 Program for Census Tract 53061052903 known as the Downtown Marysville Tract
Recommended Motion: I move to approve Resolution No. _____

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

AGENDA ITEM NO. 1.

DATE: May 11, 2026

SUBMITTED BY: Lauren Chomiak, Communications Manager

PRESENTED BY: Jon Nehring, Mayor

ITEM TYPE: Proclamation

AGENDA SECTION: Presentations

SUBJECT:
Proclamation: Emergency Medical Services Week

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
Emergency Medical Services Week 2026



PROCLAMATION

Declaring May 17-23, 2026, Emergency Medical Services Week in Marysville

- WHEREAS, access to quality emergency care is a vital public service that dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS, Marysville Fire District emergency medical technicians and paramedics are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS, emergency medical service fills healthcare gaps by providing important out-of-hospital care including preventive medicine, follow-up care and access to telemedicine; and
- WHEREAS, the emergency medical services system consists of first responders, medical technicians, paramedics, dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out-of-hospital medical care providers; and
- WHEREAS, members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS, the 2026 theme of “Improving Outcomes Together” recognizes the value and the accomplishments of both career and volunteer emergency medical services providers.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community do hereby proclaim the week of May 17-23, 2026, as

EMERGENCY MEDICAL SERVICES WEEK

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

Under my hand and seal this eleventh day of May, 2026.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

AGENDA ITEM NO. 2.

DATE: May 11, 2026

SUBMITTED BY: Lauren Chomiak, Communications Manager

PRESENTED BY: Jon Nehring, Mayor

ITEM TYPE: Proclamation

AGENDA SECTION: Presentations

SUBJECT:
Proclamation: Police Week and Law Enforcement Memorial Day

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
Police Week & Law Enforcement Memorial Day 2026



PROCLAMATION

**Declaring May 15-21, 2026, as Police Week and May 15, 2026,
as Law Enforcement Memorial Day in the City of Marysville**

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

WHEREAS, the officers of the Marysville Police Department serve with dedication and selflessness, often at great personal risk; and

WHEREAS, the Marysville Police Department plays a vital role in protecting the rights, safety, and well-being of residents and visitors; and

WHEREAS, our law enforcement officers recognize their duty to serve the people by safeguarding life and property, maintaining public order, and protecting the innocent and vulnerable against harm, intimidation and injustice; and

WHEREAS, the members of the Marysville Police Department provide an essential public service with a commitment to integrity, courage, professionalism, and community.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim May 15-21, 2026, as **NATIONAL POLICE WEEK**

and further May 15, 2026, as **LAW ENFORCEMENT MEMORIAL DAY**

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

Under my hand and seal this eleventh day of May, 2026.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

AGENDA ITEM NO. 3.

DATE: May 11, 2026

SUBMITTED BY: Lauren Chomiak, Communications Manager

PRESENTED BY: Jon Nehring, Mayor

ITEM TYPE: Proclamation

AGENDA SECTION: Presentations

SUBJECT:
Proclamation: National Public Works Week

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
National Public Works Week 2026



PROCLAMATION

Declaring May 17-23, 2026, National Public Works Week in Marysville

WHEREAS, public works professionals play a vital role in maintaining infrastructure, facilities and emergency management services that sustain our community and protect the health, quality of life and well-being of the people of Marysville; and

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

WHEREAS, the 2026 theme of "Rooted in Service, Powered by Community" marks the 66th annual National Public Works Week sponsored by the American Public Works Association; and

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

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

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and the community do hereby proclaim May 17-23, 2026,

NATIONAL PUBLIC WORKS WEEK

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

Under my hand and seal this eleventh day of May, 2026.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

AGENDA ITEM NO. 4.

DATE: May 11, 2026

SUBMITTED BY: Darcy Knutson, Confidential Executive Assistant

PRESENTED BY: Christopher Jones, Commander

ITEM TYPE: Oath of Office

AGENDA SECTION: Presentations

SUBJECT:
Swearing-in of Custody Officer Brandon Cross

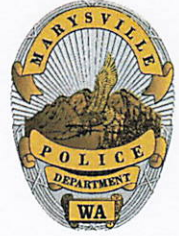
SUGGESTED ACTION:

SUMMARY:
Oath of Office for new Custody Officer Brandon Cross

ATTACHMENTS:
Oath of Office B. Cross



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



**CUSTODY OFFICER
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

I, **BRANDON CROSS**, DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA; THE LAWS OF THE STATE OF WASHINGTON; AND THE ORDINANCES OF THE CITY OF MARYSVILLE; AND THAT I WILL FAITHFULLY, HONESTLY, AND IMPARTIALLY PERFORM THE DUTIES OF CUSTODY OFFICER FOR THE CITY OF MARYSVILLE, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

SIGNED THIS 11TH DAY OF MAY, 2026

BRANDON CROSS
CUSTODY OFFICER

ERIK SCAIRPON
CHIEF OF POLICE

JON NEHRING
MAYOR

TINA BROCK
CITY CLERK



Agenda Bill

AGENDA ITEM NO. 5.

DATE: May 11, 2026

SUBMITTED BY: Tina Brock, City Clerk

PRESENTED BY: Tina Brock, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes (Written Comment Only Accepted from Audience)

SUBJECT:
April 27, 2026, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
Draft 04272026 Minutes



**CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 27, 2026 — 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

DRAFT MINUTES

Call to Order

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

Invocation

Kinder Smoots of Eagle Wings Ministries provided the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Finance Director Heide Brillantes Information, Systems Director Stephen Doherty, Parks, Culture & Recreation Director Tara Mizell, Police Commander Adam Vermeulen, Engineering Services Director Jeff Laycock, Interim Community Development Director Angela Gemmer, Court Administrator Suzi Elsner, Judge Fred Gillings, Project Manager Nick Loutsis, Senior Project Manager Steve Miller, Public Works Services Manager Skip Knutsen, Water Utility Manager Kim Bryant, Sergeant Garrett Wiseman, Procurement and Contracts Manager Theresa Bauccio-Teschlog, Communications Manager Lauren Chomiak, Systems Analyst Elliot Jacobson, City Clerk Tina Brock

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller, seconded by Councilmember Norton.

AYES: ALL

Presentations

1. Proclamation: Professional Municipal Clerks Week

Mayor Nehring read the proclamation into the record.

Public Comment

- Connie Jackson, Marysville, commented on the noise ordinance.

Approval of Minutes (Written Comment Only Accepted from Audience)

2. April 6, 2026, Work Session Minutes

Motion to approve April 6, 2026, Work Session Minutes moved by Councilmember James, seconded Councilmember Perkins.

AYES: ALL

3. April 13, 2026, City Council Meeting Minutes

Motion to approve April 13, 2026, Meeting Minutes moved by Councilmember Richards, seconded by Councilmember Norton.

AYES: ALL

Consent

4. April 10, 2026, Payroll in the amount of \$2,181,758.49 paid by EFT Transaction numbers 153430 through 153825 and Check numbers 36035 through 36044
5. April 8, 2026, Claims in the Amount of \$5,807,232.78 paid by EFT Transaction Check Numbers 194132 through 194141 and Check Numbers 194142 through 194234 with Check Number 193844 Voided
6. April 17, 2026 MISC Payroll in the Amount of \$70,671.22 Paid by EFT Transaction Numbers 153826 through 153973 and Check Numbers 36045 through 36048 with Check Number 36046 Voided

7. April 15, 2026 Claims in the Amount of \$830,785.56 paid by EFT Transaction Check Numbers 194235 through 194238 and Check Numbers 194239 through 194367 with Check Numbers 194047 and 194055 Voided

Motion to approve Consent Agenda in its entirety moved by Councilmember Norton, seconded Councilmember Condyles.

AYES: ALL

Review Bids

There were none.

Public Hearing

There were none.

New Business

8. Amendment to the Water Quality Puget Sound Nutrient Reduction Grant Agreement with the Department of Ecology

Engineering Services Director Jeff Laycock presented the item.

Motion to authorize the Mayor to sign and execute Amendment No. 1 to the Water Quality Puget Sound Nutrient Reduction Grant (WQPSNR-2021-MaryPW-00001) with the Department of Ecology moved by Council President Stevens, seconded by Councilmember Richards.

AYES: ALL

9. Supplemental Agreement No. 3 to the Professional Services Agreement for Banking Services with KeyBank National Association

Finance Director Heide Brillantes presented the item.

Motion to authorize the Mayor to sign and execute the Supplemental Agreement No. 3 to the professional services agreement for banking services with KeyBank National Association moved by Councilmember Muller, seconded by Councilmember Perkins.

AYES: ALL

10. Mental Health Alternative Program Court Liaison Contract Extension Addendum

Judge Fred Gillings presented the item.

Motion to authorize the Mayor to sign the 2026 Mental Health Program Court Liaison Contract Addendum moved by Councilmember Richards, seconded by Councilmember Muller.

AYES: ALL

11. ESRI Enterprise Agreement Renewal

Information Services Director Stephen Doherty presented the item.

Motion to authorize the Mayor to sign and execute the ESRI Enterprise Agreement Renewal moved by Councilmember Condyles, seconded by Councilmember Norton.

AYES: ALL

12. Supplemental Local Agency Agreement and State Construction Funds Project Prospectus with WSDOT for the Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School Project

Project Manager Nick Loutsis presented the item and Engineering Services Director Jeff Laycock assisted with answering questions.

Motion to authorize the Mayor to sign and execute the Supplemental Local Agency Agreement and Local Agency State Funds Project Prospectus to obligate construction funds for the Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School Project moved by Councilmember Norton, seconded by Council President Stevens.

AYES: ALL

13. PUD Service Contract - 88TH Project Illumination – Phase 1

Senior Project Manager Steve Miller presented the item.

Motion to authorize the Mayor to sign and execute the service contract with PUD for illumination for the 88th ST NE Corridor Project – Phase 1 moved by Councilmember Condyles, seconded by Councilmember James.

AYES: ALL

14. Marysville Police Department JAG Grant Application Enhancing Officer Safety and Community Outcomes Through Tactical Emergency Medical Equipment Deployment

Police Commander Adam Vermeulen presented the item.

Motion to approve the JAG Grant Application Enhancing Officer Safety and Community Outcomes Through Tactical Emergency Medical Equipment Deployment moved by Councilmember Perkins, seconded by Councilmember Richards.

AYES: ALL

15. Purchase Order — 2027 Residential Refuse Front Loader

Public Works Services Manager Skip Knutsen presented the item.

Motion to authorize the Mayor to sign and execute the purchase order for two (2) 2027 ACX/Labrie Wittke Residential Front Loaders in the amount of \$1,112,148.76 moved Council President Stevens, seconded by Councilmember Condyles.

AYES: ALL

16. Purchase Agreement with Univar Solutions, USA LLC for Sodium Hypochlorite Supply and Delivery

Water Utility Manager Kim Bryant presented the item.

Motion to authorize the Mayor to execute the purchase agreement with Univar Solutions USA for the supply and delivery of sodium hypochlorite used at the City water and wastewater treatment plants. The agreement establishes a unit cost of \$3.42 per gallon for wastewater and \$3.66 per gallon for water in 2026, and \$3.52 per gallon for wastewater and \$3.70 per gallon for water in 2027, not including Washington State Sales Tax moved by Councilmember Norton, seconded by Councilmember Muller.

AYES: ALL

17. SnoPUD Youth Peace Park Utility Easement

City Administrator Jennifer Stapleton presented the item.

Motion to authorize the Mayor to sign and execute the SnoPUD Youth Peace Park Utility Agreement moved by Councilmember Muller, seconded by Councilmember Perkins.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring made the following comments.

- Grand opening of Mother Nature's Window coming soon.
- Strawberry Fields project is making progress and mentioned upcoming summer soccer events.
- Introduced Theresa Bauccio-Teschlog the city's new Procurement and Contracts Director.

Staff Business

Procurement and Contracts Director Theresa Bauccio-Teschlog introduced herself and shared her previous work experience.

Call on Councilmembers and Committee Reports

Councilmember Condyles reported on the Finance Committee meeting last week. General fund revenue for the year is 18% and expenditures is 24%. The sales tax revenue is about half a percent greater than expectations, but still down 3% from last year. Non-general fund revenues at 20%, expenditures at 10%, which is tracking at the right place. The restructuring of the utility fund is going to be broken into water, wastewater, and stormwater; 40% water, 32% wastewater, and 28% stormwater fund. More discussions about recouping credit and debit card fees needed by the committee and then council.

Councilmember James had no committee reports.

Councilmember Perkins had no committee reports.

Council President Stevens had no committee reports.

Councilmember Richards had no committee reports.

Councilmember Muller had no committee reports.

Councilmember Norton commented that plans for the World Cup was provided at the Snohomish County Cities dinner last week. The Public Safety Committee met on the 21st. They discussed e-bike and e-motorcycle policy and hoping to take a regional approach. Recruitment update of four patrol and three custody openings but soon to be one. Jail fencing is complete and crime stats continue to look great. Down compared to last year, 47% crimes against society, 20% for crimes against persons, and 29.7% for crimes against property.

Adjournment

Motion to Adjourn the meeting at 7:54 p.m. moved by Councilmember Muller, seconded by Council President Stevens

AYES: ALL

Approved by City Council on _____.

Prepared by:

Tina Brock

Tina Brock, City Clerk



Agenda Bill

AGENDA ITEM NO. 6.

DATE: May 11, 2026

SUBMITTED BY: Chari Taber, Deputy City Clerk

PRESENTED BY: Tina Brock, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes (Written Comment Only Accepted from Audience)

SUBJECT:
May 4, 2026, City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
05042026 Draft Meeting Minutes



**CITY COUNCIL WORK SESSION
MONDAY, MAY 4, 2026 — 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

MINUTES

Call to Order

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

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James, Councilmember Dan Perkins, Council President Michael Stevens, Councilmember Kelly Richards, Councilmember Norton

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, IS Director Stephen Doherty, Parks, Culture and Recreation Director Tara Mizell, Engineering Services Director Jeff Laycock, Communications Manager Lauren Chomiak, Procurement and Contracts Director Theresa Bauccio-Teschlog, Interim Community Development Director Angela Gemmer, Transportation Manager Jesse Birchman, City Clerk Tina Brock, Legal Services Manager Rochelle Barker, Systems Analyst Elliott Jacobson, Deputy City Clerk Chari Taber

Excused: Councilmember Muller

Motion to excuse Councilmember Muller moved by Councilmember Richards, seconded by Council President Stevens.

AYES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Condyles, seconded by Councilmember James.

AYES: ALL

Presentations

1. Legal Department — Managing Records and Information to Deliver Municipal Services

City Attorney Jon Walker discussed the four institutional pillars in relation to municipal services. City Clerk Tina Brock discussed the role of the Clerk's office, highlighting the changes technology has brought to the position. City Clerk Brock also discussed the duties and responsibilities of the Clerk's office and offered statistics on records retention, compliance, and public records requests. Legal Services Manager Rochelle Barker discussed the importance of information governance, its accuracy, and best practices. Legal Services Manager Barker offered data regarding services the Legal department provides across all departments, including matters the legal department assists with across the City, ROW acquisition, and technology solutions. Questions and answers followed.

Discussion Items

2. Project Cascade Arlington-Marysville Interlocal Agreement

Consultant Jeff Wilson, presented a proposed interlocal agreement with Arlington for a development proposal, Project Cascade. Consultant Wilson elaborated on a proposed project that would encompass about 80% of the building within the Arlington boundaries and about 20% of the building within the City of Marysville boundaries. Consultant Wilson provided the vicinity map, proposed sewer service area, and proposed water utility service area. He discussed the potential obstacles to this agreement and indicated the Arlington team will bring the City's concerns to their City Council in order to find the best way to determine next steps moving forward. Questions and answers followed.

Approval of Minutes (Written Comment Only Accepted from Audience)

Consent

Review Bids

Public Hearing

New Business

Legal

Mayor's Business

Mayor Nehring attended a Regional Apprenticeship Program review at Marysville Pilchuck High School and was impressed with the program and hearing the success stories of the program. Mayor also provided information on a meeting with Sam Sim of the Greater Seattle Korean Association.

Staff Business

There was none.

Call on Councilmembers and Committee Reports

Councilmember Condyles had no committee reports.

Councilmember James had no committee reports.

Councilmember Perkins had no committee reports.

Council President Stevens reviewed the Economic Development Committee meeting where they had a discussion regarding the opportunity zone and submitting downtown Marysville for consideration for that designation.

Councilmember Richards reported on the Public Works Committee meeting where they discussed roadside memorials, received updates on the traffic flow of 529, and summer plans and projects on roads.

Adjournment/Recess

Executive Session

Reconvene

Adjournment

Motion to adjourn moved by Councilmember Perkins, seconded by Council President Stevens.

AYES: ALL

The meeting adjourned at 8:55 p.m.

Approved by City Council on _____.

Prepared by:

Chari Taber

Chari Taber, Deputy City Clerk



Agenda Bill

AGENDA ITEM NO. 7.

DATE: May 11, 2026

SUBMITTED BY: Shauna Crane, Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Claims

AGENDA SECTION: Consent

SUBJECT:

April 22, 2026, Claims in the Amount of \$641,230.76 paid by EFT Transaction Check Number 194368 and Check Numbers 194369 through 194460 with Check Numbers 193779, 194014, 194119, 194192 and 194206 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

042226

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 4/22/2026 TO 4/22/2026**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194368	ACH REVENUE, DEPT OF	EXCISE TAX MAR 26	RECREATION SERVICES	1.71
	ACH REVENUE, DEPT OF		CITY CLERK	3.78
	ACH REVENUE, DEPT OF		GENERAL FUND	28.58
	ACH REVENUE, DEPT OF		POLICE ADMINISTRATION	37.41
	ACH REVENUE, DEPT OF		GOLF ADMINISTRATION	393.89
	ACH REVENUE, DEPT OF		INFORMATION SERVICES	1,607.06
	ACH REVENUE, DEPT OF		GOLF COURSE	7,627.36
	ACH REVENUE, DEPT OF		STORM DRAINAGE	10,010.59
	ACH REVENUE, DEPT OF		UTIL ADMIN	35,438.18
	ACH REVENUE, DEPT OF		UTIL ADMIN	52,520.19
	ACH REVENUE, DEPT OF		SOLID WASTE OPERATIONS	55,275.27
194369	911 SUPPLY INC.	EMPLOYEE MEDALS	POLICE ADMINISTRATION	1,651.83
194370	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
194371	ALEXANDER PRINTING	BUSINESS CARDS	FACILITY MAINTENANCE	103.98
194372	BIO CLEAN, INC	CELL DECONTAMINATION	DETENTION & CORRECTION	547.00
	BIO CLEAN, INC	VEHICLE CLEANING	POLICE PATROL	547.00
	BIO CLEAN, INC	VEHICLE DECONTAMINATION	POLICE PATROL	547.00
194373	BRIGGS, LINDA	UB REFUND	WATER/SEWER OPERATION	296.95
194374	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	921.60
194375	BUOY, LAWRENCE	UB REFUND	WATER/SEWER OPERATION	47.21
194376	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	OPERA HOUSE	300.00
194377	CHARGEPOINT, INC.	PAYMENT READER ANTENNAS	NON-DEPARTMENTAL	5,927.29
194378	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.60
194379	COMMERCIAL FIRE	ANNUAL FIRE TESTING	PARK & RECREATION FAC	1,407.23
194380	CRIMINAL JUSTICE	TRAINING CLASS	POLICE TRAINING-FIREARMS	220.60
194381	CUMMINS NORTHWEST	ANNUAL PM SERVICE	SEWER LIFT STATION	1,639.37
	CUMMINS NORTHWEST		MAINT OF GENL PLANT	1,824.60
	CUMMINS NORTHWEST		SEWER LIFT STATION	1,929.84
	CUMMINS NORTHWEST		UTIL ADMIN	1,934.33
	CUMMINS NORTHWEST		SEWER LIFT STATION	1,947.07
	CUMMINS NORTHWEST		WASTE WATER TREATMENT	2,379.30
	CUMMINS NORTHWEST		PUMPING PLANT	2,407.92
	CUMMINS NORTHWEST		PUMPING PLANT	2,586.11
	CUMMINS NORTHWEST		CIVIC CENTER	2,609.21
	CUMMINS NORTHWEST		WASTE WATER TREATMENT	2,863.67
194382	DAI, YI	UB REFUND	WATER/SEWER OPERATION	19.44
194383	DANIELS, JOHNATHAN	UB REFUND	WATER/SEWER OPERATION	126.45
194384	DICKS TOWING	TOWING - V967	EQUIPMENT RENTAL	126.36
	DICKS TOWING	TOWING SERVICE	POLICE PATROL	126.36
194385	DILDAY, DENNIS	INSTRUCTOR PAYMENT	RECREATION SERVICES	468.00
194386	DORSCHER, EMILY	SUMMIT 2026	POLICE INVESTIGATION	341.00
194387	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING	UTILITY BILLING	1,090.85
194388	E&E LUMBER	PARTS FOR WALL MOUNT	DETENTION & CORRECTION	1.75
	E&E LUMBER	TABLE REPAIRS	PARK & RECREATION FAC	1.88
	E&E LUMBER	KEYS	PARK & RECREATION FAC	8.47
	E&E LUMBER	HOOD SUPPRESSION REPAIR	GOLF ADMINISTRATION	9.79
	E&E LUMBER	WATER SUPPLY VALVE REPAIR	MUNICIPAL COURTS	18.04
	E&E LUMBER	PAINTING SUPPLIES	FACILITY MAINTENANCE	19.56
	E&E LUMBER	PAINT FOR GRAFFITI	PARK & RECREATION FAC	21.42
	E&E LUMBER	RESTROOM STALL DOOR REPAIR	PARK & RECREATION FAC	29.53
	E&E LUMBER	PAPER DISPENSER INSTALL	NON-DEPARTMENTAL	32.68
	E&E LUMBER	TOOLS FOR DOOR REPAIR	PARK & RECREATION FAC	75.03

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/22/2026 TO 4/22/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194388	E&E LUMBER	FASTENERS, HOSE BIBBS	WATER RESERVOIRS	87.09
194389	ELEVATOR SUPPORT CO	ELEVATOR QUARTERLY INSPECTIONS	FACILITY MAINTENANCE	4,020.45
194390	ERA-A WATER COMPANY	LAB CHEMICALS	WASTE WATER TREATMENT	1,337.60
194391	EVERETT, CITY OF	SWAT MUNITIONS 2026	SWAT TEAM	4,331.25
194392	FAMILY PET MEDICAL	KONA VET FEES	K9 PROGRAM	458.50
194393	FELDMAN & LEE P.S.	PUBLIC DEFENSE-CONTRACT	PUBLIC DEFENSE	4,275.00
	FELDMAN & LEE P.S.	RETROACTIVE PAYMENT FOR FEB 2026	PUBLIC DEFENSE	31,000.00
	FELDMAN & LEE P.S.	RETROACTIVE PAYMENT FOR JAN 2026	PUBLIC DEFENSE	31,000.00
	FELDMAN & LEE P.S.	PUBLIC DEFENSE-CONTRACT	PUBLIC DEFENSE	90,725.00
194394	FIRESTONE	TIRES	EQUIPMENT RENTAL	131.81
194395	G A POWELL INC	UB REFUND	WATER/SEWER OPERATION	64.52
194396	GALLS, LLC	PATROL UNIFORM PIECES	POLICE PATROL	15.75
	GALLS, LLC		POLICE PATROL	18.36
	GALLS, LLC	CUSTODY UNIFORM PIECES	DETENTION & CORRECTION	149.31
	GALLS, LLC		DETENTION & CORRECTION	158.04
	GALLS, LLC	PATROL UNIFORM PIECES	POLICE PATROL	194.37
	GALLS, LLC		POLICE PATROL	322.70
	GALLS, LLC		POLICE PATROL	436.51
	GALLS, LLC		POLICE PATROL	436.51
	GALLS, LLC		POLICE PATROL	641.40
	GALLS, LLC	SWAT UNIFORM	SWAT TEAM	6,258.13
194397	GARY'S GUTTER SERV	GUTTER DISPOSAL/REPAIR FEES	PARK & RECREATION FAC	3,790.71
194398	GERALD J & WENDY D S	UB REFUND	WATER/SEWER OPERATION	53.83
194399	GLASS FIX LLC	WINDSHIELD REPLACEMENT - V043	EQUIPMENT RENTAL	820.50
194400	GMP CONSULTANTS	CD CONSULTING SERVICE	STORM DRAINAGE	388.51
	GMP CONSULTANTS		COMMUNITY DEVELOPMENT	1,554.02
	GMP CONSULTANTS		COMMUNITY	1,942.52
194401	GOVCONNECTION INC	SURFACE PRO	FACILITY MAINTENANCE	4,942.91
194402	GRAINGER	DOOR REPAIR	PARK & RECREATION FAC	64.74
	GRAINGER	TUBING	WASTE WATER TREATMENT	440.73
194403	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	300.00
194404	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
194405	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
194406	JALILI, BIJAN	JUDICIAL SERVICE	MUNICIPAL COURTS	370.00
194407	JAMES, MICHELLE & RI	UB REFUND	WATER/SEWER OPERATION	639.30
194408	KIM, JAMIE S.	PUBLIC DEFENSE-CONFLICT COUNSEL	PUBLIC DEFENSE	52.50
	KIM, JAMIE S.		PUBLIC DEFENSE	187.50
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	525.00
	KIM, JAMIE S.		PUBLIC DEFENSE	675.00
	KIM, JAMIE S.	ANNUAL INSURANCE STIPEND	PUBLIC DEFENSE	1,000.00
194409	KIMBALL, KARLEEANN	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,278.00
194410	LASTING IMPRESSIONS	PD EMBROIDERED LOGO	POLICE ADMINISTRATION	44.64
	LASTING IMPRESSIONS	EMBROIDERED HATS/POLOS	POLICE PATROL	1,114.94
194411	LES SCHWAB TIRE CTR	TIRES	ER&R	5,348.26
194412	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	227.23

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/22/2026 TO 4/22/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194413	MACLEOD RECKORD	BAYVIEW TRAIL PH 1	GMA-PARKS	28,234.98
194414	MARYSVILLE FIRE	EMERGENCY TRANSPORT	DETENTION & CORRECTION	1,072.33
194415	MARYSVILLE SCHOOL	BASKETBALL MARCH - MARSHALL ELEM	RECREATION SERVICES	7.00
	MARYSVILLE SCHOOL	BASKETBALL MARCH - QUIL CEDA	RECREATION SERVICES	356.00
	MARYSVILLE SCHOOL	BASKETBALL MARCH - ALLEN CREEK	RECREATION SERVICES	370.00
	MARYSVILLE SCHOOL	BASKETBALL MARCH - CEDARCREST	RECREATION SERVICES	476.00
	MARYSVILLE SCHOOL	BASKETBALL MARCH - LIBERTY ELEM	RECREATION SERVICES	476.00
	MARYSVILLE SCHOOL	BASKETBALL MARCH - TOTEM	RECREATION SERVICES	476.00
194416	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	71.76
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	137.24
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	161.17
	MARYSVILLE, CITY OF	6915 ARMAR RD MTR 1	PARK & RECREATION FAC	174.74
	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	231.14
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	338.14
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	365.14
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	2,145.25
194417	MUNRO, JAKE	REIMBURSEMENT - MILEAGE	TRAINING	195.75
194418	NAPA AUTO PARTS	2.5 DEF	WATER DIST MAINS	568.44
	NAPA AUTO PARTS		ROADWAY MAINTENANCE	568.44
194419	NATURAL RESOURCES	APPLICATION FEE	SURFACE WATER CAPITAL	25.00
194420	OREILLY AUTO PARTS	REAR VIEW MIRROR ADHESIVE - J028	EQUIPMENT RENTAL	31.49
	OREILLY AUTO PARTS	AIR FILTER, WIPER BLADES - V079	EQUIPMENT RENTAL	38.64
	OREILLY AUTO PARTS	CLEANER	EQUIPMENT RENTAL	379.84
194421	OTAK	PROFESSIONAL SERVICE	GMA - STREET	11,060.13
194422	PACIFIC PLUMBING	RESTROOM REPAIR	PARK & RECREATION FAC	31.43
	PACIFIC PLUMBING		PARK & RECREATION FAC	167.32
194423	PACIFIC POWER BATTER	BATTERIES	NON-DEPARTMENTAL	46.47
	PACIFIC POWER BATTER		DETENTION & CORRECTION	52.21
	PACIFIC POWER BATTER	FLASHLIGHTS	FACILITY MAINTENANCE	70.97
194424	PATHWAY VET ALLIANCE	EMERGENCY VET CARE	POLICE COMMUNITY	1,686.15
194425	PLATT ELECTRIC	ENTRY LIGHT	GOLF ADMINISTRATION	154.57
194426	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	182.20
194427	PRIMO BRANDS	WATER SERVICE	POLICE ADMINISTRATION	80.63
	PRIMO BRANDS		OFFICE OPERATIONS	100.00
	PRIMO BRANDS		POLICE INVESTIGATION	125.00
	PRIMO BRANDS		DETENTION & CORRECTION	175.00
	PRIMO BRANDS		POLICE PATROL	225.00
194428	PROFORCE LAW ENFORCE	FIREARM PARTS	POLICE TRAINING-FIREARMS	1,527.34
194429	PROTOCOL PLUMBING	PLUMBING REPAIR	NON-DEPARTMENTAL	322.68
194430	PROVIDENCE EVERETT M	INMATE ER CARE	DETENTION & CORRECTION	9,177.22
194431	PUD	ACCT #205195373	PARK & RECREATION FAC	52.96
	PUD	ACCT #202011813	PUMPING PLANT	59.32
	PUD	ACCT #200501617	TRANSPORTATION	66.35
	PUD	ACCT #220681340	STORM DRAINAGE	67.63
	PUD	3106 87TH AVE NE	STREET LIGHTING	71.05
	PUD	ACCT #200973956	SEWER LIFT STATION	71.33
	PUD	ACCT #202524690	PUMPING PLANT	75.36
	PUD	ACCT #202461026	MAINT OF GENL PLANT	76.30
	PUD	ACCT #202794657	TRANSPORTATION	81.54
	PUD	ACCT #203199732	TRANSPORTATION	82.39
	PUD	ACCT #200448801	TRANSPORTATION	83.74
	PUD	ACCT #203500020	STREET LIGHTING	85.65

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 4/22/2026 TO 4/22/2026**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194431	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	92.11
	PUD	ACCT #202288585	TRANSPORTATION	93.62
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	96.94
	PUD	ACCT #223764663	SEWER LIFT STATION	98.11
	PUD	ACCT #223735101	STREET LIGHTING	99.61
	PUD	ACCT #202303301	SEWER LIFT STATION	102.56
	PUD	ACCT #223514563	TRANSPORTATION	102.71
	PUD	ACCT #222664310	TRANSPORTATION	104.23
	PUD	ACCT #223154923	STREET LIGHTING	105.79
	PUD	ACCT #221115934	MAINT OF GENL PLANT	114.36
	PUD	ACCT # 222772634	TRANSPORTATION	115.17
	PUD	ACCT #222664740	TRANSPORTATION	118.73
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	146.62
	PUD	ACCT #222663973	TRANSPORTATION	148.95
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	154.32
	PUD	ACCT #205419765	NON-DEPARTMENTAL	205.71
	PUD	ACCT #201628880	WASTE WATER TREATMENT	221.42
	PUD	ACCT #201247699	STREET LIGHTING	256.29
	PUD	ACCT #222025900	PUMPING PLANT	264.07
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	280.40
	PUD	ACCT #201675634	WASTE WATER TREATMENT	390.42
	PUD	ACCT #220824148	WASTE WATER TREATMENT	422.33
	PUD	ACCT #201587284	WASTE WATER TREATMENT	730.20
	PUD	ACCT #202177333	MAINT OF GENL PLANT	822.89
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,350.21
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,525.08
	PUD	ACCT #202075008	WASTE WATER TREATMENT	14,843.37
	PUD	ACCT #201420635	WASTE WATER TREATMENT	20,655.82
	PUD	ACCT #201721180	WASTE WATER TREATMENT	22,368.88
194432	PUD	DEERING WILDFLOWER	PARK & RECREATION FAC	135.38
194433	PUD	FINAL INVOICE 1049 STATE AVE	NON-DEPARTMENTAL	32.52
194434	PYE-BARKER FIRE	SECURITY MONITORING - APRIL 26	COURTS	169.73
	PYE-BARKER FIRE		GOLF ADMINISTRATION	221.58
	PYE-BARKER FIRE		UTIL ADMIN	240.17
	PYE-BARKER FIRE		PARK & RECREATION FAC	247.75
	PYE-BARKER FIRE		UTIL ADMIN	339.09
	PYE-BARKER FIRE		SUNNYSIDE FILTRATION	350.63
	PYE-BARKER FIRE		RECREATION SERVICES	386.61
	PYE-BARKER FIRE		OPERA HOUSE	395.88
	PYE-BARKER FIRE		MAINT OF GENL PLANT	451.63
	PYE-BARKER FIRE		WASTE WATER TREATMENT	457.03
	PYE-BARKER FIRE		POLICE ADMINISTRATION	686.80
	PYE-BARKER FIRE	ALARM INSTALLATION	WASTE WATER TREATMENT	2,494.30
194435	RESG HOMES LLC	UB REFUND	WATER/SEWER OPERATION	843.53
194436	ROBERT DROLL LANDSCAPE	DESIGN SERVICES	GMA-PARKS	9,100.72
194437	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	186.25
194438	SCORE	INMATE MEDS	DETENTION & CORRECTION	374.00
194439	SCRIVER, ELLEN	UB REFUND	WATER/SEWER OPERATION	172.33
194440	SECURITY SOLUTIONS	TRIP CHARGE, TECHNICIAN FEE	DETENTION & CORRECTION	328.20
194441	SISKUN POWER EQUIPMENT	CARBURETOR GASKET	EQUIPMENT RENTAL	38.90
194442	SIX ROBBLEES INC	TRAILER SOCKETS, BRACKETS	ER&R	176.96
194443	SMITH, BRAD	WSNIA CONFERENCE 2026	POLICE PATROL	351.50

**CITY OF MARYSVILLE
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194444	SNO CO TREASURER	INMATE HOUSING COSTS	DETENTION & CORRECTION	40,715.05
194445	SPOELSTRA, SHARON L	UB REFUND	WATER/SEWER OPERATION	244.31
194446	SPRAGUE PEST Solutio	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	90.13
	SPRAGUE PEST Solutio		SOLID WASTE OPERATIONS	90.13
	SPRAGUE PEST Solutio		MAINT OF GENL PLANT	90.14
	SPRAGUE PEST Solutio		MAINT OF GENL PLANT	90.14
194447	STEFFINS, SPENCER	UB REFUND	WATER/SEWER OPERATION	415.81
194448	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	RECREATION SERVICES	795.00
194449	TRAFFIC SAFETY SUPPL	RIVET REMOVAL TOOL, TIPS	TRANSPORTATION	218.38
194450	TRANSPORTATION, DEPT	ROAD TOLLS	POLICE PATROL	3.00
	TRANSPORTATION, DEPT		POLICE PATROL	65.25
194451	TXLEY INC	CUSTODY SUPPLIES	DETENTION & CORRECTION	653.12
194452	VAN DAM'S ABBEY	CARPET REPLACEMENT	MAINT OF GENL PLANT	2,406.65
194453	VAN SLYCK, LAURA	JUDICIAL SERVICE	MUNICIPAL COURTS	370.00
194454	VEITIA, EMILY	UB REFUND	WATER/SEWER OPERATION	347.36
	VEITIA, EMILY		WATER/SEWER OPERATION	1,407.95
194455	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	162.51
194456	WASTE MANAGEMENT	SOLID WASTE SERVICE	WASTE WATER TREATMENT	7,139.85
194457	WESTERN MECHANICAL &	HVAC REPAIR - COURT	MUNICIPAL COURTS	445.81
	WESTERN MECHANICAL &	HVAC REPAIR - EVIDENCE BUILDING	POLICE PATROL	445.81
	WESTERN MECHANICAL &	HVAC REPAIR	PARK & RECREATION FAC	527.20
	WESTERN MECHANICAL &	HVAC REPAIR - COMMUNITY CENTER	PARK & RECREATION FAC	615.38
	WESTERN MECHANICAL &	HVAC REPAIR - SUNNYSIDE	MAINT OF GENL PLANT	1,375.71
	WESTERN MECHANICAL &	HVAC REPAIR - JENNINGS PARK	PARK & RECREATION FAC	1,604.07
	WESTERN MECHANICAL &	HVAC REPAIR - POLICE	POLICE PATROL	1,895.36
	WESTERN MECHANICAL &		POLICE PATROL	2,181.63
	WESTERN MECHANICAL &	HVAC REPAIR - EVIDENCE BUILDING	POLICE PATROL	2,298.37
	WESTERN MECHANICAL &	HVAC REPAIR - JAIL	DETENTION & CORRECTION	2,574.73
	WESTERN MECHANICAL &		DETENTION & CORRECTION	3,076.42
	WESTERN MECHANICAL &	NEW EXHAUST FAN - GOLF RESTAURANT	GOLF ADMINISTRATION	5,725.45
	WESTERN MECHANICAL &	HVAC REPAIR - JAIL	DETENTION & CORRECTION	8,212.33
194458	ZIPLY FIBER	ACCT #3601971148 TWIN LAKES	PARK & RECREATION FAC	550.00
194459	ZIPLY FIBER	LOCAL/LD LINES	CRIME PREVENTION	11.72
	ZIPLY FIBER		PROPERTY TASK FORCE	11.72
	ZIPLY FIBER		FACILITY MAINTENANCE	11.72
	ZIPLY FIBER		SOLID WASTE CUSTOMER	23.45
	ZIPLY FIBER		PARK & RECREATION FAC	35.17
	ZIPLY FIBER		CITY CLERK	35.17
	ZIPLY FIBER		LEGAL-GENL	35.17
	ZIPLY FIBER		GENERAL	35.17
	ZIPLY FIBER		GIS SERVICES IS	35.17
	ZIPLY FIBER		POLICE COMMUNITY	46.89
	ZIPLY FIBER		WATER QUAL TREATMENT	46.89
	ZIPLY FIBER		LEGAL - PROSECUTION	70.34
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	70.34
	ZIPLY FIBER		UTILITY BILLING	70.34
	ZIPLY FIBER		EQUIPMENT RENTAL	82.06
	ZIPLY FIBER		EXECUTIVE ADMIN	105.50
	ZIPLY FIBER		FINANCE-GENL	105.50
	ZIPLY FIBER		POLICE ADMINISTRATION	105.50
	ZIPLY FIBER		POLICE INVESTIGATION	105.50
	ZIPLY FIBER		RECREATION SERVICES	105.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/22/2026 TO 4/22/2026

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194459	ZIPLY FIBER	LOCAL/LD LINES	COMPUTER SERVICES	117.24
	ZIPLY FIBER		MUNICIPAL COURTS	128.95
	ZIPLY FIBER		WASTE WATER TREATMENT	128.95
	ZIPLY FIBER		UTIL ADMIN	128.95
	ZIPLY FIBER		OFFICE OPERATIONS	140.67
	ZIPLY FIBER		COMMUNITY	199.29
	ZIPLY FIBER		DETENTION & CORRECTION	211.01
	ZIPLY FIBER		ENGR-GENL	246.18
	ZIPLY FIBER		POLICE PATROL	574.41
194460	ZIPLY FIBER	PHONE LINES	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
	ZIPLY FIBER		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	194.30
	ZIPLY FIBER		RECREATION SERVICES	254.62
	ZIPLY FIBER		WASTE WATER TREATMENT	318.28
	ZIPLY FIBER		UTIL ADMIN	318.28

WARRANT TOTAL: 647,555.52

PNW INVESTORS, LLC	INITIATOR ERROR	193779	2,323.16
WYANNE AND SONS, INC.	INITIATOR ERROR	194014	103.98
THE TRAFFIC SAFETY STORE	INITIATOR ERROR	194119	218.38
MONICA OLASON	INITIATOR ERROR	194192	3,404.04
ERIK SCAIRPON	INITIATOR ERROR	194206	275.20

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$641,230.76



Agenda Bill

AGENDA ITEM NO. 8.

DATE: May 11, 2026

SUBMITTED BY: Karen Kussy, Senior Accounting Technician

PRESENTED BY:

ITEM TYPE: Payroll

AGENDA SECTION: Consent

SUBJECT:

April 24, 2026, Payroll in the amount of \$2,017,730.84 paid by EFT Transaction numbers 153974 through 154369 and check numbers 36049 through 36057

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

None



Agenda Bill

AGENDA ITEM NO. 9.

DATE: May 11, 2026

SUBMITTED BY: Valorie Cross, Project Engineer

PRESENTED BY: Valorie Cross, Project Engineer

ITEM TYPE: Bid Award

AGENDA SECTION: Review Bids

SUBJECT:

Contract Award – Citywide Pedestrians Safety Improvements

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Citywide Pedestrians Safety Improvements contract with Earthwork Solutions, LLC in the amount of \$730,755 and approve a management reserve of \$73,075.50 for a total allocation of \$803,830.50.

SUMMARY:

The Citywide Pedestrians Safety Improvements project includes the installation of pedestrian-actuated, solar-powered rectangular rapid flashing beacons (RRFB) at 12 locations, and well as material removals; new curb, gutter, sidewalk, and curb ramps; new pavement; pavement markings and signing; temporary erosion and sediment control measures; temporary traffic control; and other related items of work” all in accordance with the Contract Plans, Special Provisions, the Standard Specifications, and Standard Plans. The project is funded in part by federal funds administered through WSDOT. The project was advertised and bids opened on March 31st, 2026. The City received 8 bids as shown on the attached certified bid tab, the apparent low bidder at time of bid withdrew their bid. Earthwork Solutions, LCC became the low bidder at \$730,755. The engineer’s estimate is \$883,706. Earthwork Solutions, LLC bid was determined to be responsive. Staff recommends that Council award the contract to Earthwork Solutions, LLC in the amount of \$730,755 and approve a ten percent (10%) management reserve, for a total allocation of \$803,830.50. The financial breakdown of the project construction costs is shown below:

Contract Bid:	\$ 730,755.00
<u>Management Reserve (10%)</u>	<u>\$ 73,075.50</u>
Total:	\$ 803,830.50

WSDOT Grant \$ 878,237.00

ATTACHMENTS:

Certified Bid Tabulation_Citywide Pedestrians Safety Improvements - ALL BIDDERS,
Citywide Pedestrians Safety Improvements - Contract

City of Marysville
 Certified Bid Tabulation
 Citywide Pedestrians Safety Improvements

Bid Opening: April 23rd, 2026 at 1:00 p.m.

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Earthwork Solutions LLC		Larry Brown Construction		SRV Construction		Colacurcio Brothers	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Minor Changes	1	EST	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	ADA Features Surveying	1	LS	\$38,500.00	\$ 38,500.00	\$ 15,072.00	\$ 15,072.00	\$4,815.00	\$ 4,815.00	\$ 12,000.00	\$ 12,000.00	\$ 14,000.00	\$ 14,000.00
3	Record Drawings (Min. Bid \$5,000)	1	LS	\$6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 1,500.00	\$ 1,500.00
4	SPCC Plan	1	LS	\$2,400.00	\$ 2,400.00	\$ 420.00	\$ 420.00	\$480.00	\$ 480.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
5	Mobilization	1	LS	\$94,710.00	\$ 94,710.00	\$ 54,750.00	\$ 54,750.00	\$45,000.00	\$ 45,000.00	\$ 46,500.00	\$ 46,500.00	\$ 70,000.00	\$ 70,000.00
6	Project Temporary Traffic Control (Min. Bid \$50,000)	1	LS	\$87,000.00	\$ 87,000.00	\$ 60,000.00	\$ 60,000.00	\$50,000.00	\$ 50,000.00	\$ 71,750.00	\$ 71,750.00	\$ 100,000.00	\$ 100,000.00
7	Work Zone Safety Contingency	1	EST	\$6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
8	Clearing and Grubbing	1	LS	\$13,500.00	\$ 13,500.00	\$ 3,000.00	\$ 3,000.00	\$665.00	\$ 665.00	\$ 3,300.00	\$ 3,300.00	\$ 4,000.00	\$ 4,000.00
9	Roadside Cleanup	1	EST	\$6,600.00	\$ 6,600.00	\$ 6,000.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
10	Removal of Structures and Obstructions	1	LS	\$2,550.00	\$ 2,550.00	\$ 3,000.00	\$ 3,000.00	\$6,645.00	\$ 6,645.00	\$ 3,700.00	\$ 3,700.00	\$ 6,000.00	\$ 6,000.00
11	Remove and Reset Existing Speed Radar Post	1	LS	\$2,000.00	\$ 2,000.00	\$ 4,200.00	\$ 4,200.00	\$1,500.00	\$ 1,500.00	\$ 4,200.00	\$ 4,200.00	\$ 6,000.00	\$ 6,000.00
12	Removing Asphalt Conc. Pavement	93	SY	\$150.00	\$ 13,950.00	\$ 41.17	\$ 3,828.81	\$81.00	\$ 7,533.00	\$ 175.00	\$ 16,275.00	\$ 45.00	\$ 4,185.00
13	Removing Cement Conc. Sidewalk	155	SY	\$55.00	\$ 8,525.00	\$ 47.29	\$ 7,329.95	\$62.70	\$ 9,718.50	\$ 105.00	\$ 16,275.00	\$ 30.00	\$ 4,650.00
14	Removing Cement Conc. Curb and Gutter	187	LF	\$25.00	\$ 4,675.00	\$ 39.12	\$ 7,315.44	\$27.10	\$ 5,067.70	\$ 81.00	\$ 15,147.00	\$ 12.00	\$ 2,244.00
15	Roadway Excavation, Incl. Haul	36	CY	\$110.00	\$ 3,960.00	\$ 114.00	\$ 4,104.00	\$154.85	\$ 5,574.60	\$ 215.00	\$ 7,740.00	\$ 75.00	\$ 2,700.00
16	Potholing	12	EA	\$1,000.00	\$ 12,000.00	\$ 540.00	\$ 6,480.00	\$300.00	\$ 3,600.00	\$ 420.00	\$ 5,040.00	\$ 500.00	\$ 6,000.00
17	Crushed Surfacing Top Course	56	TON	\$77.00	\$ 4,312.00	\$ 55.20	\$ 3,091.20	\$105.70	\$ 5,919.20	\$ 90.00	\$ 5,040.00	\$ 100.00	\$ 5,600.00
18	HMA Cl. 1/2" PG 64-22	24	TON	\$330.00	\$ 7,920.00	\$ 240.00	\$ 5,760.00	\$723.00	\$ 17,352.00	\$ 545.00	\$ 13,080.00	\$ 460.00	\$ 11,040.00
19	Erosion Control and Water Pollution Prevention	1	LS	\$4,200.00	\$ 4,200.00	\$ 3,000.00	\$ 3,000.00	\$1,255.00	\$ 1,255.00	\$ 5,040.00	\$ 5,040.00	\$ 5,000.00	\$ 5,000.00
20	Property Restoration	1	LS	\$10,000.00	\$ 10,000.00	\$ 5,400.00	\$ 5,400.00	\$2,600.00	\$ 2,600.00	\$ 7,400.00	\$ 7,400.00	\$ 8,000.00	\$ 8,000.00
21	Cement Conc. Traffic Curb and Gutter	269	LF	\$60.00	\$ 16,140.00	\$ 73.20	\$ 19,690.80	\$60.00	\$ 16,140.00	\$ 78.00	\$ 20,982.00	\$ 70.00	\$ 18,830.00
22	Cement Conc. Pedestrian Curb	142	LF	\$50.00	\$ 7,100.00	\$ 61.20	\$ 8,690.40	\$60.00	\$ 8,520.00	\$ 66.00	\$ 9,372.00	\$ 90.00	\$ 12,780.00
23	Extruded Curb	80	LF	\$ 52.00	\$ 4,160.00	\$ 44.40	\$ 3,552.00	\$48.15	\$ 3,852.00	\$ 54.00	\$ 4,320.00	\$ 60.00	\$ 4,800.00
24	Cement Conc. Sidewalk	75	SY	\$ 112.00	\$ 8,400.00	\$ 144.00	\$ 10,800.00	\$96.25	\$ 7,218.75	\$ 138.00	\$ 10,350.00	\$ 135.00	\$ 10,125.00
25	Cement Conc. Curb Ramp Type Parallel A	7.0	EA	\$ 4,000.00	\$ 28,000.00	\$ 4,560.00	\$ 31,920.00	\$2,765.00	\$ 19,355.00	\$ 2,540.00	\$ 17,780.00	\$ 3,200.00	\$ 22,400.00
26	Cement Conc. Curb Ramp Type Parallel B	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 3,300.00	\$ 6,600.00	\$2,765.00	\$ 5,530.00	\$ 2,540.00	\$ 5,080.00	\$ 3,200.00	\$ 6,400.00
27	Cement Conc. Curb Ramp Type Perpendicular A	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 3,300.00	\$ 6,600.00	\$2,765.00	\$ 5,530.00	\$ 2,540.00	\$ 5,080.00	\$ 3,200.00	\$ 6,400.00
28	Cement Conc. Curb Ramp Type Combination	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 4,320.00	\$ 12,960.00	\$2,765.00	\$ 8,295.00	\$ 2,540.00	\$ 7,620.00	\$ 3,200.00	\$ 9,600.00
29	Cement Conc. Curb Ramp Type Single Direction	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,400.00	\$ 2,400.00	\$2,765.00	\$ 2,765.00	\$ 2,540.00	\$ 2,540.00	\$ 3,200.00	\$ 3,200.00
30	Detectable Warning Surface	120	SF	\$ 66.00	\$ 7,920.00	\$ 42.00	\$ 5,040.00	\$60.00	\$ 7,200.00	\$ 84.00	\$ 10,080.00	\$ 75.00	\$ 9,000.00
31	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$26,100.00	\$ 26,100.00	\$ 33,000.00	\$ 33,000.00	\$ 30,000.00	\$ 30,000.00
32	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$25,500.00	\$ 25,500.00	\$ 28,800.00	\$ 28,800.00	\$ 30,000.00	\$ 30,000.00
33	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$25,500.00	\$ 25,500.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
34	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$26,200.00	\$ 26,200.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
35	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 29,400.00	\$ 29,400.00	\$25,500.00	\$ 25,500.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
36	Rectangular Rapid Flashing Beacon System, Complete, Location #6	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$25,500.00	\$ 25,500.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
37	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$25,500.00	\$ 25,500.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
38	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$25,500.00	\$ 25,500.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
39	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 29,400.00	\$ 29,400.00	\$26,200.00	\$ 26,200.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
40	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$25,500.00	\$ 25,500.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
41	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$25,500.00	\$ 25,500.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
42	Rectangular Rapid Flashing Beacon System, Complete, Location	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 28,800.00	\$ 28,800.00	\$25,500.00	\$ 25,500.00	\$ 29,400.00	\$ 29,400.00	\$ 30,000.00	\$ 30,000.00
43	Permanent Signing	1	LS	\$ 86,000.00	\$ 86,000.00	\$ 42,000.00	\$ 42,000.00	\$27,000.00	\$ 27,000.00	\$ 25,900.00	\$ 25,900.00	\$ 17,000.00	\$ 17,000.00
44	Plastic Crosswalk Line	1128	SF	\$ 28.00	\$ 31,584.00	\$ 16.80	\$ 18,950.40	\$11.00	\$ 12,408.00	\$ 14.50	\$ 16,356.00	\$ 22.00	\$ 24,816.00
TOTAL BASE BID					\$887,706.00		\$730,755.00		\$626,538.75		\$751,747.00		\$779,770.00
Sales Tax (0%)					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.



City of Marysville
 Certified Bid Tabulation
 Citywide Pedestrians Safety Improvements

TSI Transportation Sys.		Liberty Electric Inc		On Track Excavation		NPM Construction Co	
UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 20,000.00	\$ 20,000.00	\$ 13,400.00	\$ 13,400.00	\$ 25,208.00	\$ 25,208.00	\$ 9,419.00	\$ 9,419.00
\$ 5,000.00	\$ 5,000.00	\$ 2,130.00	\$ 2,130.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 1,000.00	\$ 1,000.00	\$ 1,280.00	\$ 1,280.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
\$ 76,430.00	\$ 76,430.00	\$ 81,750.00	\$ 81,750.00	\$ 87,919.03	\$ 87,919.03	\$ 78,399.00	\$ 78,399.00
\$ 59,332.00	\$ 59,332.00	\$ 140,000.00	\$ 140,000.00	\$ 95,271.11	\$ 95,271.11	\$ 108,000.00	\$ 108,000.00
\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
\$ 4,343.00	\$ 4,343.00	\$ 2,485.00	\$ 2,485.00	\$ 5,000.00	\$ 5,000.00	\$ 7,916.00	\$ 7,916.00
\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
\$ 10,000.00	\$ 10,000.00	\$ 8,345.00	\$ 8,345.00	\$ 5,000.00	\$ 5,000.00	\$ 3,213.00	\$ 3,213.00
\$ 2,929.00	\$ 2,929.00	\$ 2,655.00	\$ 2,655.00	\$ 5,000.00	\$ 5,000.00	\$ 1,600.00	\$ 1,600.00
\$ 224.00	\$ 20,832.00	\$ 80.00	\$ 7,440.00	\$ 201.93	\$ 18,779.49	\$ 100.00	\$ 9,300.00
\$ 89.00	\$ 13,795.00	\$ 50.00	\$ 7,750.00	\$ 121.16	\$ 18,779.80	\$ 100.00	\$ 15,500.00
\$ 45.00	\$ 8,415.00	\$ 43.00	\$ 8,041.00	\$ 100.42	\$ 18,778.54	\$ 45.00	\$ 8,415.00
\$ 485.00	\$ 17,460.00	\$ 105.00	\$ 3,780.00	\$ 521.66	\$ 18,779.76	\$ 155.00	\$ 5,580.00
\$ 950.00	\$ 11,400.00	\$ 2,275.00	\$ 27,300.00	\$ 1,250.00	\$ 15,000.00	\$ 1,100.00	\$ 13,200.00
\$ 239.00	\$ 13,384.00	\$ 106.00	\$ 5,936.00	\$ 125.00	\$ 7,000.00	\$ 89.00	\$ 4,984.00
\$ 1,258.00	\$ 30,192.00	\$ 849.00	\$ 20,376.00	\$ 500.00	\$ 12,000.00	\$ 677.00	\$ 16,248.00
\$ 1,000.00	\$ 1,000.00	\$ 5,773.00	\$ 5,773.00	\$ 5,000.00	\$ 5,000.00	\$ 4,230.00	\$ 4,230.00
\$ 7,000.00	\$ 7,000.00	\$ 4,740.00	\$ 4,740.00	\$ 5,000.00	\$ 5,000.00	\$ 14,913.00	\$ 14,913.00
\$ 64.00	\$ 17,216.00	\$ 76.00	\$ 20,444.00	\$ 60.00	\$ 16,140.00	\$ 88.00	\$ 23,672.00
\$ 60.00	\$ 8,520.00	\$ 193.00	\$ 27,406.00	\$ 57.00	\$ 8,094.00	\$ 69.00	\$ 9,798.00
\$ 50.00	\$ 4,000.00	\$ 65.00	\$ 5,200.00	\$ 50.00	\$ 4,000.00	\$ 65.00	\$ 5,200.00
\$ 120.00	\$ 9,000.00	\$ 229.00	\$ 17,175.00	\$ 117.30	\$ 8,797.50	\$ 132.00	\$ 9,900.00
\$ 4,000.00	\$ 28,000.00	\$ 4,131.00	\$ 28,917.00	\$ 3,750.00	\$ 26,250.00	\$ 5,633.00	\$ 39,431.00
\$ 4,000.00	\$ 8,000.00	\$ 3,746.00	\$ 7,492.00	\$ 3,750.00	\$ 7,500.00	\$ 5,633.00	\$ 11,266.00
\$ 4,000.00	\$ 8,000.00	\$ 4,007.00	\$ 8,014.00	\$ 3,750.00	\$ 7,500.00	\$ 5,500.00	\$ 11,000.00
\$ 4,000.00	\$ 12,000.00	\$ 4,120.00	\$ 12,360.00	\$ 3,750.00	\$ 11,250.00	\$ 5,500.00	\$ 16,500.00
\$ 4,000.00	\$ 4,000.00	\$ 4,015.00	\$ 4,015.00	\$ 3,750.00	\$ 3,750.00	\$ 5,500.00	\$ 5,500.00
\$ 80.00	\$ 9,600.00	\$ 119.00	\$ 14,280.00	\$ 50.00	\$ 6,000.00	\$ 72.00	\$ 8,640.00
\$ 26,656.00	\$ 26,656.00	\$ 24,896.00	\$ 24,896.00	\$ 25,000.00	\$ 25,000.00	\$ 29,625.00	\$ 29,625.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 25,077.00	\$ 25,077.00	\$ 25,000.00	\$ 25,000.00	\$ 29,625.00	\$ 29,625.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 26,656.00	\$ 26,656.00	\$ 24,750.00	\$ 24,750.00	\$ 25,000.00	\$ 25,000.00	\$ 28,316.00	\$ 28,316.00
\$ 27,000.00	\$ 27,000.00	\$ 17,836.00	\$ 17,836.00	\$ 60,000.00	\$ 60,000.00	\$ 64,375.00	\$ 64,375.00
\$ 10.00	\$ 11,280.00	\$ 11.00	\$ 12,408.00	\$ 12.21	\$ 13,772.88	\$ 12.50	\$ 14,100.00
	\$791,000.00		\$838,528.00		\$845,070.11		\$890,709.00
	\$0.00		\$0.00		\$0.00		\$0.00



PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and EARTHWORK SOLUTIONS, LLC (Contractor), a LIMITED LIABILITY COMPANY, organized under the laws of the State of Washington, located and doing business at 8629 156th St NE, Arlington WA 98223, (the “Contractor”).

WITNESSETH:

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

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

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

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

Citywide Pedestrains Safety Improvements, R2303

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

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

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within [Forty] (40) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.

- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Seven Hundred Thirty Thousand Seven Hundred Fifty Five Dollars (\$730,755) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, sales and use taxes, profit, subcontractors, consultants, professional services, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated April 23rd, 2026. The basis for final payment will be the actual amount of work performed and payments, whether partial or final, will be made according to the Contract Documents.

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

- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
 - A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials,

employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

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

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

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

Contractor:

City:
City of Marysville
Public Works – Attn: Valorie Cross
501 Delta Ave
Marysville, WA 98270

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

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

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

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

DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____(Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**PAYMENT BOND
to City of Marysville, WA**

Bond No. _____

The City of Marysville, Washington (the “City”), has awarded to EARTHWORK SOLUTIONS, LLC (the “Principal”), a contract for the construction of the project designated as CITYWIDE PEDESTRIANS SAFETY IMPROVEMENTS, Project No. R2303, in Marysville, Washington (the “Contract”), and said Principal is required under the terms of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (the “Surety”), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of Seven Hundred Thirty Thousand Seven Hundred Fifty Five U.S. Dollars (\$ 730,755) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and shall pay the taxes, fees, and penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way, affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties’ duly authorized officers. This bond will only be accepted if its accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature Date

Surety Signature Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Name, address, and telephone number of local office/agent of Surety is:



Agenda Bill

AGENDA ITEM NO. 10.

DATE: May 11, 2026

SUBMITTED BY: Angela Gemmer, Planning Manager

PRESENTED BY: Angela Gemmer, Planning Manager

ITEM TYPE: Public Hearing

AGENDA SECTION: Public Hearing

SUBJECT:

Community Development Block Grant - Program Year 2026 Annual Action Plan

SUGGESTED ACTION:

Recommended Motion: I move to approve the Community Development Block Grant - Program Year 2026 Annual Action Plan, as recommended by the Citizen Advisory Committee, authorize the Mayor to sign and execute any agreements necessary to carry out the disbursement of CDBG grant funds identified in the Annual Action Plan; authorize staff to incorporate a summary of and response to any comments received during the public hearing into the 2026 Annual Action Plan; and direct staff to forward the Program Year 2026 Annual Action Plan to the U.S. Department of Housing and Urban Development.

SUMMARY:

The [City of Marysville 2026 Annual Action Plan](#) (**Exhibit 2**) provides a framework to guide the City of Marysville in investing Community Development Block Grant (CDBG) funds to address local priority housing and community development needs that primarily benefit low- and moderate-income people. It is estimated that the City will receive \$447,179.00 in federal CDBG funds for the 2026 Program Year (PY2026) and the same amount in the 2027 Program Year (PY2027). The PY2026 AAP provides specific housing and community development actions that align with the adopted 2025 - 2029 Consolidated Plan.

CDBG funds can be spent on capital projects, public services, and administration. With the anticipated \$447,179.00 allocation, funds are expected to be allocated between

capital projects, public services, and administration as provided in the table below.

	Capital Projects (65%)	Public Services (15%)	Administration (20%)
PY 2026	\$290,666.35	\$67,076.85	\$89,435.80
PY 2027	\$290,666.35	\$67,076.85	\$89,435.80

Capital Projects. For PY 2026, it is proposed that the Boys and Girls Club’s request for a kitchen remodel (\$95,000) and Homage Senior Services Minor Home Repair projects (\$195,666.35) will be funded. For PY 2027, it is proposed that Homage Senior Services Minor Home Repair (\$135,000) and the Quil Ceda Community Services parking lot improvements for Willow Place, a facility serving those with special needs (\$155,666.35), will be funded.

Public Services. Among the public services applicants, two are proposed to be allocated funds: the Marysville Food Bank and Homage Meals on Wheels. Each is proposed to be allocated half (\$33,538.42) of the anticipated public services funds. This amount will be allocated for each program year.

It should be noted that City staff may increase or decrease final allocations based on the actual grant from HUD and any prior year funding that may require allocation. Additional details on the funding recommendation are set forth in the attached memo and **Exhibit 1**.

Community Development staff prepared a DRAFT 2026 AAP that was made available for a 30-day public review and comment period from April 2 to May 2, 2026. One comment letter in support of continued funding of the Homage Meals on Wheels and Minor Home Repair programs was received as of the date of this hearing.

On April 16, 2026, the Citizen Advisory Committee reviewed the DRAFT 2026 Annual Action Plan and made a recommendation (**Exhibit 1**) to approve the AAP as presented, including funding recommendations for PY2026 and PY2027 (the AAP for PY2027 will be presented to City Council in 2027). Staff respectfully requests that the City Council affirm the recommendation of the Citizen Advisory Committee and adopt the 2026 Annual Action Plan.

ATTACHMENTS:

Memo re. Public Hearing for AAP, Exhibit 1 - CAC Recommendation PY2026 AAP, Exhibit 2 - PY2026 Annual Action Plan, Exhibit 3 - Letter from Homage Senior Services, Exhibit 4 - Letter from Mr. Kevin Fu

MEMORANDUM

DATE: May 11, 2026

TO: City Council

FROM: Angela Gemmer, Interim CD Director

SUBJECT: Public Hearing for Community Development Block Grant (CDBG) PY 2026 Annual Action Plan

ECC: Jennifer Stapleton, City Administrator
Ben Lubbers, Associate Planner

EXHIBIT 1: Citizen Advisory Committee Recommendation
EXHIBIT 2: 2026 Annual Action Plan
EXHIBIT 3: Letter from Homage Senior Services
EXHIBIT 4: Letter from Mr. Kevin Fu

The *City of Marysville 2026 Annual Action Plan (Exhibit 2)* provides a framework to guide the City of Marysville in investing Community Development Block Grant (CDBG) funds to address local priority housing and community development needs that primarily benefit low- and moderate-income people. It is estimated that the City will receive \$447,179.00 in federal CDBG funds for the 2026 Program Year (PY2026) and the same amount in the 2027 Program Year (PY2027). The PY2026 AAP provides specific housing and community development actions that align with the adopted 2025 - 2029 Consolidated Plan.

CDBG funds can be spent on capital projects, public services, and administration. With the anticipated \$447,179.00 allocation, funds are expected to be allocated between capital projects, public services, and administration as provided in the table below.

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Public Services. Among the public services applicants, two are proposed to be allocated funds: the Marysville Food Bank and Homage Meals on Wheels. Each is proposed to be allocated half (\$33,538.42) of the anticipated public services funds. This amount will be allocated for each program year.

It should be noted that City staff may increase or decrease final allocations based on the actual grant from HUD and any prior year funding that may require allocation.

Community Development staff prepared a DRAFT 2026 AAP that was made available for a 30-day public review and comment period from April 2 to May 2, 2026. Two written comments were received. The first is a letter of support from Homage Senior Services (**Exhibit 3**), providing context on the services provided by Homage Senior Services and expressing support for the continued funding of their programs. The second is a letter from Mr. Kevin Fu (**Exhibit 4**) expressing concern regarding casino impacts and expressing a desire for CDBG funds “to fix our streets and support our senior and homeless neighbors.”

On April 16, 2026, the Citizen Advisory Committee reviewed the DRAFT 2026 Annual Action Plan and made a recommendation (**Exhibit 1**) to approve the AAP as presented, including funding recommendations for PY2026 and PY2027 (the AAP for PY2027 will be presented to City Council in 2027). Staff respectfully requests that the City Council affirm the recommendation of the Citizen Advisory Committee and adopt the 2026 Annual Action Plan.



COMMUNITY DEVELOPMENT DEPARTMENT

501 Delta Avenue ♦ Marysville, WA 98270

(360) 363-8000 ♦ M-F 8:00AM to 4:30PM

CDBG - Program Year (PY) 2026 Annual Action Plan Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held a public meeting, on January 22 and April 17, 2026, in review of Program Year (PY) 2026 Community Development Block Grant (CDBG) Annual Action Plan (AAP), in accordance with the City of Marysville 2025 – 2029 Consolidated Plan (ConPlan) that was approved by the U.S. Department of Housing and Urban Development (HUD), and having provided a notice of 30-day public comment for the DRAFT PY2026 CDBG AAP on April 2nd, does hereby enter the following finding, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The City of Marysville has received \$447,179 in CDBG funding for PY 2026.
2. In the fall of 2025, the Community Development Department released both capital projects and public service grant applications for PY's 2026 & 2027.
3. On January 22, 2026, the CAC recommended two (2) Capital Projects and two (2) Public Service organizations receive funding for PY2026.
4. The DRAFT PY2026 CDBG AAP was made available for public review and comment from April 2, through May 2, 2026.
5. Two written comments were received. One written comment advocated for CDBG funds to be used to fix our streets and support our seniors and homeless neighbors. They also commented that the casinos should help pay for this as well. The other comment clarified that CDBG funds that support the Homage meals on wheels program serve a set number of meals which would help 19-20 people for the whole year. However, not every individual needs services for the entire year and participation shifts. It's estimated that approximately 275 Marysville residents will participate in this program and benefit from these funds.
6. On April 16, 2026, the CAC held a meeting to review the Draft PY2026 AAP and make a recommendation to City Council.

CONCLUSIONS:

At a meeting held on April 16, 2026, the CAC recommended Marysville City Council approve the PY2026 AAP, as presented, adjust award amounts as needed based on actual allocation, and incorporate any comments received as appropriate.

RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation to approve the PY2026 CDBG AAP attached hereto, and authorize the Mayor to execute contracts for the amounts awarded this **16th day of April, 2026.**

By:



Jodi Condyles, CAC Chair

Exhibit A

Enclosed: Exhibit A

CAPITAL PROJECTS			
Organization	Project Name	PY2026 Funds Requested (Proposed to be Allocated)	PY2027 Funds Requested (Proposed to be Allocated)
Boys & Girls Clubs of Snohomish County	Marysville Boys & Girls Club Capital Improvements, 1010 Beach Avenue	\$95,000 (\$95,000)	\$0
Quilceda Community Services	Quilceda Community Services	\$0 (activities not eligible)	\$201,134 (\$155,666.35)
Senior Services of Snohomish County, DBA Homage	Homage Minor Home Repair in Marysville 2026 and 2027	\$130,000 amended to \$200,000 (\$195,666.35)	\$135,000 amended to \$210,000 (\$135,000)
Total Requested		\$225,000 original and \$295,000 with amended Homage application	\$336,134 original and \$411,134 with amended Homage application
Estimated Available		\$290,666.35	\$290,666.35
PUBLIC SERVICES			
Marysville Food Bank	Food for Thought Backpack Program	\$30,000 (\$33,538.43)	\$30,000 (\$33,538.43)
Senior Services of Snohomish County, DBA Homage	Homage Meals on Wheels in Marysville	\$30,000 (\$33,538.42)	\$30,000 (\$33,538.42)
Total Requested		\$60,000	\$60,000
Estimated Available		\$67,076.85	\$67,076.85
<p>*When a surplus of funds was expected, the CAC recommended allocating \$311,499 in PY2026 and \$210,000 in PY2027 to Homage Minor Home Repair, and \$196,499 was proposed to be allocated to Quil Ceda Community Services for PY2027.</p>			

Executive Summary

AP-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

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

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described below.

2. Summary of the objectives and outcomes identified in the Plan

As the City pursues these strategies and objectives over the next five years, the affordability of decent rental and owned housing units for Marysville’s low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs, should increase. Continued support for public services should aid in the availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents. This includes improvements to facilities that serve healthy meals to primarily low income youth. Addressing food insecurity and other stressors that increase the likelihood of homelessness will also be addressed through programs that help connect families to social services.

3. Evaluation of past performance

The City has had much success in past Program Years as an entitlement community in assisting underserved populations with household repairs and chores, which enables residents to retain their independence and remain in their homes. Hundreds of individuals have benefited from the CDBG funds allocated to the agencies that provide minor home repair and chore services to low-income seniors and disabled persons. The agencies provide a much-needed service and act in a timely manner.

A large number of low-moderate income students, as well as low-moderate income senior citizens and disabled adults, have had food insecurity decreased as a result of two programs funded in part by CDBG funds. One of the programs, which was funded early on in its establishment, has grown from serving one school to serving students in need in all of the schools in Marysville City limits.

Another need that has been served by the allocation of CDBG funds has been assistance to homeless and at-risk-of-homelessness individuals and families. For each of the Program Years that have been completed, 70 individuals (20+ families) have had access to transitional housing as well as supportive services to aid them in moving towards securing permanent housing. Several Capital Improvement projects were also completed, which provide new or improved access to facilities for low-moderate income individuals.

4. Summary of citizen participation process and consultation process

The Citizen Participation Process (CPP) is designed especially to encourage participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods, as defined by the City of Marysville. The CPP encourages the participation of all citizens within the City of Marysville, including racially and ethnically diverse populations and non-English speaking persons, as well as persons with disabilities. Feedback from citizens was considered in the City's goal setting.

To ensure that all interested and affected parties have an opportunity to participate in development of the Consolidated Plan and 2026 Annual Action Plan, the City solicited input from citizens, the public, and nonprofit agencies, through public meetings, public hearings, surveys, a 30-day public comment period, and general communications.

The Draft 2026 Annual Action Plan was sent out to community partners and involved citizens as recommended by the Citizen Advisory Committee and the Citizen Participation Plan for a 30-day public review and comment period. The plan was released for comment on April 2, 2026, and comments will be accepted through May 2, 2026. In addition, a public hearing will be scheduled to provide additional opportunity for residents to comment on the 2026 Annual Action Plan.

5. Summary of public comments

Comments received are also summarized in the Public Participation section of the Consolidated Plan, PR-15. Actual comments have been included in the Citizen Participation Attachment in the Snohomish County Consortium Lead Grantee template. Comments from the current comment period and future public hearing will be incorporated into the FINAL Annual Action Plan for 2026.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted, reviewed, and incorporated as appropriate.

7. Summary

The Annual Action Plan is made available in multiple formats and in multiple locations around the City in an effort to provide options for citizens. In addition, the plan is made available on the City's webpage, and a News Bulletin is released in local circulations as well on Social Media. The City continually looks for new ways to engage the public in its process and uses a 'Notify Me' listserv where members of the public can sign up to receive email notifications for CDBG-related topics. The City also provides the plan in the three most spoken languages in the City.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MARYSVILLE	
CDBG Administrator	MARYSVILLE	Community Development

Table 1 – Responsible Agencies

Narrative

The City of Marysville’s Community Development Department is the lead agency responsible for preparing the Consolidated Plan and Annual Action Plan in conjunction with the Housing Consortium. The Community Development Department is responsible for planning, developing, and implementing the CDBG Program within Marysville City limits. Several key public and nonprofit agencies, as listed in the Annual Action Plan, are expected to administer the programs covered by this plan.

Consolidated Plan Public Contact Information

City of Marysville
 Community Development Department
 501 Delta Avenue
 Marysville WA 98270

Ben Lubbers, Associate Planner
 360-363-8215
 blubbers@marysvillewa.gov

Angela Gemmer, Interim CD Director
 360-363-8240
 agemmer@marysvillewa.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The public and low-income housing providers, as well as the governmental planning, health, mental health and service agencies, and law enforcement have close working relationships in Marysville and Snohomish County. Snohomish County Community Services Department is the lead agency for homeless housing and behavioral health activities in our community. The City consults regularly with the local Continuum of Care and participates in the Partnership to End Homelessness with a member on the Strategic Planning Committee. The City also consults with the Snohomish County Housing Authority.

2. Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

City of Marysville Community Development staff collected quantitative and qualitative data via online research, communications with other agencies, surveys, public meetings, and a public hearing to develop the Consolidated Plan and Annual Action Plan. Staff utilized research gathered from surveys issued directly to low- and moderate-income individuals to gain a better understanding of the available resources, needs, barriers, and strategies for serving Marysville's low- and moderate-income population. To solicit additional details from all stakeholders, in conjunction with Snohomish County, the City held public meetings and a public hearing. Notice of the process, a public comment period, and a public hearing were posted on the City's social media sites.

In preparing the Consolidated Plan, staff consulted with a comprehensive group of public and private housing, health, and social services agencies, including those focused on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless individuals and families. Staff also consulted with agencies focused on homeless strategies and resources and lead-based paint hazards, as well as the local public housing authority and adjacent governments, including those involved with metropolitan-wide planning. Below is a list of the consulted agencies: [KB1]

- Assistance League of Everett
- Boys and Girls Club of Snohomish County
- Catholic Community Services
- Cocoon House
- Compass Health
- Community Transit
- Damascus House
- Domestic Violence Services of Snohomish County
- Goodwill, Job Training Program
- Housing Authority of Snohomish County

- Housing Consortium of Everett and Snohomish County
- Housing Hope
- Marysville Boys and Girls Club
- Marysville Church Coalition
- Marysville Community Food Bank
- Marysville School District Homeless Education
- Marysville YMCA
- Mercy Housing Northwest
- Open Door Theatre
- Quilceda Community Services
- Salvation Army
- Homage Senior Services
- Snohomish Health District Healthy Communities and Assessment
- Snohomish County Legal Services
- Volunteers of America Western Washington
- Washington Low Income Housing Alliance
- Washington Home of Your Own
- WSU Snohomish County Extension, Strengthening Families Program

3. Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

As part of the HOME Consortium with Snohomish County, City of Marysville’s staff participated in the County’s process to establish a Continuum of Care strategy. City staff sits on the County's Partnership to End Homelessness (PEH). The PEH works to identify barriers and develop strategies to improve outreach and services to those most in need. A five-year strategic plan has been adopted that outlines specific annual goals and milestones and is currently being updated. Annual plans are completed that help ensure that milestones and goals are being met utilizing qualitative, measurable data, and revised to meet changing needs.

4. Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City does not directly receive ESG funds. The City has coordinated with Snohomish County Human Services and the organizations most responsible for using ESG funds and administering HMIS for service providers operating in the County. The City has incorporated the Snohomish County Continuum of Care Action Plan and Snohomish County Housing and Community Development Consolidated Plan goals, strategies, activities, and outcomes in the 2025 – 2029 Consolidated Plan as well as this Annual Action Plan.

5. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

The City consults with the Snohomish County Housing Authority and works in conjunction with the Housing Consortium of Everett and Snohomish County to prepare the CDBG Consolidated Plan. Table 2 below lists the housing and social service agencies that participated in the process.

Agency/Group/Organization	Agency /Group /Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
CDGG Citizen Advisory Group	Advisory	Funding	Consultation through meetings to allocate funding
Partnership to End Homelessness; HOME Consortium	Planning	Needs, Objectives and Outcomes	Consultation through meetings to identify and fund priority needs, strategies, and actions to meet objectives and goals
Housing Authority of Snohomish County; Housing Consortium of Everett and Snohomish County; Mercy Housing Northwest; Homage Senior Services; Washington Low Income Housing Alliance; Washington Home of Your Own	Housing	Housing, homelessness, and special needs	Consultation through meetings to identify housing, homelessness, and special needs concerns and actions being taken to address these needs
Boys and Girls Club of Snohomish County; Marysville Boys and Girls Club; Marysville YMCA; Assistance League of Everett; Open Door Theatre	Youth & Arts	Community Development, homelessness, and public facilities	Consultation through meetings to identify youth, homelessness, and public facility concerns and actions being taken to address these needs
Catholic Community Services; Domestic Violence Services of Snohomish County; Goodwill, Job Training Program; Marysville Church Coalition; Marysville Community Food Bank; Salvation Army; Snohomish Health District Healthy Communities and Assessment; WSU Snohomish County Extension; Strengthening Families Program	Social Services	Community Development, Housing, homelessness, special needs, public facilities	Consultation through meetings to identify community development, housing, homelessness, special needs, and public facility concerns and actions being taken to address these needs
Housing Hope; Cocoon House; Marysville School District Homeless Education	Homelessness	Homelessness	Consultation through meetings to identify community development, housing, homelessness, and special needs concerns and actions being taken to address these needs

Quilceda Community Services;	Non-homeless special needs	Special needs	Consultation through meetings to identify special needs concerns and actions being taken to address these needs
Compass Health; Damascus House; Community Transit	Health care, Addiction Services & Transportation	Special needs and homelessness	Consultation through meetings to identify special needs, health, transportation, and homelessness concerns and actions being taken to address these needs
Snohomish County Legal Services; Volunteers of America Western Washington	Support Services	Community Development	Consultation through meetings to identify community development and supportive services needs and actions being taken to address these needs

Table 2 – Agencies, groups, organizations who participated

6. Identify any Agency Types not consulted and provide rationale for not consulting

Enforcement – Part of the Continuum of Care team, but could coordinate directly with them on CDBG. Embedded Social Worker program with Marysville Police Department could be consulted next year.

Tulalip Tribes Housing program – Part of the Continuum of Care team, but could coordinate with them directly.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Snohomish County	Housing and supportive services to homeless individuals and families
Home Consortium	Snohomish County	Affordable housing
Partnership to End Homelessness	Snohomish County	End Homelessness

Table 3 – Other local / regional / federal planning efforts

7. Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City consults with the Snohomish County Housing Authority and works in conjunction with the Housing Consortium of Everett and Snohomish County to prepare the CDBG Consolidated Plan. Snohomish County assists with submitting and administering some aspects of the plan.

AP-15 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation Process (CPP) is designed especially to encourage participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods, as defined by the City of Marysville. The CPP encourages the participation of all citizens within the City of Marysville, including racially and ethnically diverse populations and non-English speaking persons, as well as persons with disabilities. The impact on goal setting was based on the feedback received from citizens and is reflected in this plan.

Additionally, refer to Snohomish County Consolidated Plan Consultation and Citizen Participation sections as the City worked collaboratively with the County and the City of Everett in the Consultation and Citizen Participation processes. Snohomish County coordinated initial public hearings throughout the County, including Marysville. The City's entire Citizen Participation Plan (CPP) can be reviewed upon request. The information will be made available in a format accessible to persons with disabilities, upon request.

Publication of the Draft 2025-2029 Consolidated Plan public review and comment period and additional public hearings provided residents with an additional opportunity to comment. Additional comments were received and were taken into consideration prior to the adoption of the Final 2025-2029 Consolidated Plan. Another public review and comment period and public hearing is scheduled for review of this DRAFT 2026 Annual Plan.

All comments received at public meetings, hearings, and in response to outreach can be found in the Citizen Participation Comments attachment in the County's Template.

Citizen Participation Outreach

#	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>A survey was published on the City's website and social media for the Consolidated Plan. The survey was also sent to the PY2024 subrecipients for distribution to their contacts. Fourteen responses were received as of March 4, 2025. The full results of the survey may be viewed at the SurveyMonkey link below.</p>	<p>Housing challenges: High home and rent prices. 64 percent want more affordable, supportive, subsidized housing built. The majority support City involvement through project management and policy advocacy. 64 percent support affordability strategies such as preserving existing units and rent-control tools. 43 percent prioritized new affordable/supportive housing development.</p> <p>Public Services top priorities: Youth programs, disability services, mental health. Concern is that services are insufficient and overburdened.</p> <p>Public Facilities & Infrastructure priorities: Neighborhood centers and community partner facilities. 71 percent reported missing sidewalks or safe walking routes.</p> <p>Homelessness & Economic Development priorities: Emergency shelters and behavioral health services. 57 percent prioritized job skills and job training programs.</p>	<p>All responses received were considered.</p>	<p>https://www.surveymonkey.com/results/S-M-kMJuhd30x2j1ASd0jcMv_2FA_3D_3D/</p>

#	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	There were three (3) public meetings held throughout the County to obtain feedback related to the Consolidated Plan. A public hearing on the Annual Action Plan will be held on May 11, 2026.	Pending Future Public Hearing	n/a	

#	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Russian, Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice of 30-day Public Comment Period and Public Hearing in English, Spanish, and Russian on the Consolidated Plan. One written comment was received.	Homage Senior Services provided a comment letter. The letter did comment directly on specifics of the Consolidated Plan, but did highlight the community needs that Homage serves with its programs for seniors- Minor Home Repair and Meals on Wheels	All comments accepted.	

#	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Direct Email, Webpage & Newspaper posting of Public Notice	Minorities Persons with disabilities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community Residents of Public and Assisted Housing	A public comment period opened on April 2, 2026 – May 2, and a public hearing will likely be scheduled in May. All comments will be summarized in the 2026 Annual Action Plan.	Two written comments were received. One written comment advocated for CDBG funds to be used to fix our streets and support our seniors and homeless neighbors. They also commented that the casinos should help pay for this as well. The other comment clarified that CDBG funds that support the Homage meals on wheels program serve a set number of meals which would help 19-20 people for the whole year. However not every individual needs services for the entire year and participation shifts. Its estimated that approximately 275 Marysville residents will participate in this program and benefit from these funds.		

Table 4 – Citizen Participation Outreach Assume all info is updated

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

1. Introduction

The Strategic Plan presents the City of Marysville's priority needs, strategies, and objectives to demonstrate how the City will provide new or improved availability/accessibility, affordability, and sustainability of decent housing, a suitable living environment, and economic opportunities, principally for low- and moderate-income residents. The Strategic Plan will be in effect from July 1, 2025, through June 30, 2029.

The estimated Program Year 2026 allocation is \$406,499.00. Activities eligible for funding under the CDBG program include acquisition of real properties, construction, rehabilitation, or improvements to public facilities, housing-related services and activities, economic development, public services, and program planning and administration. Eligible activities are required to meet at least one of the three CDBG program National Objectives, which are: 1) to assist low- and moderate-income persons, 2) aid in the prevention or elimination of slum or blight, and 3) meet urgent community needs. The City of Marysville will expend its allocation of Program Year 2026 CDBG funding for the following CDBG eligible activities: Public Facilities/Public Improvement Projects, Affordable Housing, Public Service Activities, and Planning and Administration.

The City recently adopted Ordinance 3144, in accordance with HB 1406, creating the affordable and supportive housing sales tax credit fund. It is anticipated that the implementation of this fund will generate approximately \$90,000 annually for acquiring, rehabilitating, or constructing affordable housing. Funds may also be utilized for the operations and maintenance costs of new units of affordable or supportive housing, or for providing rental assistance to tenants. The program will allow the sales tax credit for the aforementioned uses for a period of 20 years.

CDBG funds will be targeted to activities benefiting the block groups where at least 51% of the residents have income at or below 80% of the

median income, as defined by HUD. The investment of CDBG funds will be based on whether an activity meets all of the following criteria:

- Meets a national objective
- Meets a CDBG objective
- Is an eligible activity according to CDBG entitlement program guidelines
- Is consistent with the priorities and objectives of this plan

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition, Administration, and Planning Economic Development Housing Public Improvements Public Services	\$447,179	0.00	TBD	\$447,179	\$1,788,716.00	Estimated funds for "remainder of Con Plan"(2026-2029) are extrapolated from the 2025 award, calculated as follows: \$447,179 * 4 = \$1,788,716. Please note that some of the prior year resources include some funds from 2024 that have not yet been expended as of the date of this report. All remaining funds will be incorporated into the 2026 Annual Action Plan.

Table 5 - Expected Resources – Priority Table

2. Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds the City receives through the Community Development Block Grant (CDBG) are used to leverage other federal, state, local, and private resources to meet housing and community development needs. While matching funds are not currently required for eligibility for the City's CDBG program, the amount of leveraged funds is reviewed during the application process and may play a role in the selection of subrecipients. The City anticipates that most major projects will be funded primarily through non-CDBG resources. In previous years, CDBG funds have been used to fill funding gaps in projects. Data required to be collected by subrecipients may assist in securing additional resources.

3. If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

Other sources of funding secured by sub-recipients will cover other geographic areas and more specific services allowing Marysville CDBG grant funds to be fully utilized in the Marysville area while covering more general costs not covered by other grants. Also, the final allocation was not known at the time this document was prepared. The total amounts awarded to each activity will be proportionately increased or decreased depending on the final allocation.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing	2026	2026	Affordable Housing Non-homeless Special Needs	Downtown Marysville City of Marysville	Affordable Housing Non-homeless Special Needs	CDBG: \$195,666.35	Homeowner Housing Rehabilitated: 70 Household Housing Unit
2	Homelessness	2026	2026	Homelessness	Marysville School District	Homelessness	CDBG: \$33,538.43	600 Students served – with a growing number of homeless elementary students and students in higher grade levels
3	Non-homeless Special Needs	2026	2026	Non-Homeless Special Needs	Downtown Marysville City of Marysville	Non-homeless Special Needs	CDBG: \$33,538.42	Meals/support for 19-20 Seniors & special needs individuals for a full year. Estimated 275 participants.
4	Planning and Administration 20% of total funding awarded \$447,179	2026	2026	Planning and Administration	Downtown Marysville Downtown Area City of Marysville	Housing Homelessness Non-homeless Special Needs Community Development	CDBG: \$89,435.80	Other: 1 Other
5	Community Development	2026	2026	Non-Housing Community Development	Downtown Marysville Census tract 529.34	Non-housing Community Development	CDBG: \$95,0000	Serve 600 plus children with 85% qualifying as low income

Table 6 – Goals Summary
Annual Action Plan
2026

Goal Descriptions

1	Goal Name	Housing
	Goal Description	Provide funding to support improved housing stock and affordability through programs that offer minor home repair services to low-mod income families. This includes improving housing and providing services to individuals and families at-risk of homelessness. Homage Minor Home Repair in Marysville
2	Goal Name	Homelessness
	Goal Description	Provide food and social services to students and low income families experiencing or at-risk of homelessness Marysville Community Food Bank - Food for Thought Backpack program
3	Goal Name	Non-homeless Special Needs
	Goal Description	To support Seniors and special needs individuals through meal delivery, informal wellness checks, and connection to needed social services. Homage Senior Services - Meals on Wheels Program
4	Goal Name	Planning and Administration
	Goal Description	Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.
5	Goal Name	Community Development
	Goal Description	Using the available CDBG funds, the City will support organizations to improve facilities necessary to support low-mod income youth. Marysville Boys and Girls Club Capital Improvements – Kitchen Facility Remodel

AP-35 Projects - 91.420, 91.220(d)

1. Introduction

The City of Marysville is expected to be awarded \$477,179 in federal funding for the 2026 program year under the CDBG program, along with any unexpended funds from prior program years. The City anticipates that these funds will help leverage funding from other public and private resources.

Capital projects will include activities related to housing, rehabilitation, and public facilities improvements. Public services will include services that meet the needs of homeless and low income seniors, people with disabilities, youth and families. Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.

#	Project Name
1	PY2026 CDBG Planning and Administration
2	PY2026 Non-homeless Special Needs - Homage Meals on Wheels in Marysville
3	PY2026- Affordable Housing - Homage Minor Home Repair and Quil Ceda Community Services – Willow Place
4	PY2026 Homeless and Supportive Services – Marysville Food Bank (Food for Thought Back Pack Program)
5	PY2026 Community Development Public Facilities - Marysville Boys & Girls Club Kitchen Improvements

Table 7 – Project Information

2. Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Assistance will be primarily directed to the City’s areas with a majority of low- and moderate-income residents and concentrations of racial and ethnic diversity, as identified in the 2025-2029 Consolidated Plan. Allocation priorities and investments for the 2026 program year were initially informed by the priority needs identified in the citizen and consultation processes and general research.

In early 2026, City of Marysville staff met with the Citizen Advisory Committee to allocate funding for 2026. The committee considered the criteria necessary to allocate funds that will provide the greatest benefit, while meeting CDBG Program requirements. It should be noted that funds may be reallocated, where necessary, consistent with the guidance in the City’s adopted CDBG Citizen Participation Plan.

The greatest obstacle to meeting underserved needs is expected to be the availability of adequate financial resources to keep pace with demand, particularly related to affordable housing and services for the growing senior population, persons with disabilities, victims of domestic violence, and homeless persons with mental health and chemical dependency issues.

AP-38 Project Summary

Project Summary Information

1	Project Name	PY2026 CDBG Planning and Administration
	Target Area	Downtown Marysville City of Marysville
	Goals Supported	Planning and Administration
	Needs Addressed	Housing; Homelessness; Non-homeless Special Needs; Non-housing Community Development
	Funding	CDBG: \$89,435.80
	Description	Provides support for planning and administration of CDBG Program, an eligible activity, and meets a National Objective as program Administrative Costs.
	Target Date	01/05/2026
	Estimate the number and type of families that will benefit from the proposed activities	1,290 individuals served by CDGB grant funding in 2026
	Location Description	The Marysville Community Development Department Administers the CDBG Program and is located at 501 Delta Avenue in Marysville.
	Planned Activities	Reimburse sub-recipients for 2025 expenditures, finalize 2026 Annual Action Plan, and administer program funds and citizen participation process while reporting to HUD through the IDIS system.

2	Project Name	PY2026 Non-homeless Special Needs
	Target Area	Downtown Marysville City of Marysville
	Goals Supported	Non-homeless Special Needs
	Needs Addressed	Non-homeless Special Needs
	Funding	CDBG: \$33,538.42
	Description	Provide services and assistance to elderly and functionally disabled adults at risk of losing their independence or becoming homeless. Provide food security for low-income senior citizens, and disabled adults. The activities in this project are public services, senior citizen services, and meet the National Objective of L/M Income Limited Clientele.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Meals and support for 19-20 Seniors & special needs individuals for a full year. Estimated 275 participants will meet the need and be served meals within the year for various amounts of time.
	Location Description	All of the above listed projects are administered city-wide.
	Planned Activities	Meal delivery and informal wellness checks for low-income seniors
3	Project Name	PY2026- Affordable Housing
	Target Area	Downtown Marysville City of Marysville
	Goals Supported	Affordable Housing Non-homeless Special Needs
	Needs Addressed	Affordable Housing Non-homeless Special Needs
	Funding	CDBG: \$195,666.35

	Description	Provide assistance for improving the safety and accessibility of housing units that benefit low-income seniors and persons with physical or developmental disabilities. The activity meets the L/M Income Limited Clientele National Objective as clients must be low-income senior citizens or disabled adults in order to qualify for the program. Homage Senior Services and the Minor Home Repair program allow low-income seniors and disabled adults to remain safely in their homes and retain independence. It assists in improving the quality and safety of lower-income housing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	70 persons/households. The majority of the clients served by this program live alone.
	Location Description	Serves residents city-wide. A majority of the customers served live in mobile home parks.
	Planned Activities	Minor Home Repair
4	Project Name	PY2026 Homeless Housing and Supportive Services
	Target Area	Marysville School District
	Goals Supported	Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: \$33,538.43
	Description	Provide after-school and weekend meals and information to students in the Marysville School District. The activity is an eligible public service that helps with food security and provides supportive services to homeless or at-risk-of-homelessness youth and families, meeting the L/M Income Limited Clientele National Objective.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	600 Students – with a growing number of homeless elementary students and homeless identified in higher grade levels

	Location Description	Marysville School District
	Planned Activities	After-school and weekend food provided in backpacks with resource handouts
5	Project Name	PY2026 Community Development
	Target Area	Downtown Marysville (Census tract 529.34) City of Marysville
	Goals Supported	Community Development
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$95,000
	Description	Remodel and rehabilitate Marysville Boys and Girls Club kitchen in order to improve and enhance the club's capacity to serve healthy meals and snacks to low-income youth. 85% of youth identified in census tract 529.34 qualified as low income.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Serve 600 plus children, with 85% qualifying as low income
	Location Description	Marysville Boys and Girls Club, 1010 Beach Ave., Marysville, WA 98270
	Planned Activities	Add cabinets and counter space

AP-50 Geographic Distribution - 91.420, 91.220(f)

1. Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The PY2026 funds are being directed throughout the City of Marysville, within the Marysville school district, and near the Marysville Boys and Girls Club in census tract 529.34, which qualifies as low income.

Geographic Distribution

Target Area	Percentage of Funds
City of Marysville	100

Table 8 - Geographic Distribution

2. Rationale for the priorities for allocating investments geographically

The projects that have been targeted in specific neighborhoods/tracts reflect the priority to encourage activities to locate where they are most effective and efficient, including area of low-moderate income.

Discussion

With an increase in low-moderate income throughout the city of Marysville, connecting individuals with targeted services and programs in some cases can be even more effective than targeting specific geographic areas.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

1. Introduction

Through comprehensive planning and partnerships with community stakeholders, local, and state leadership, the City acknowledges the need to encourage the availability of affordable housing to all segments of the population and promote a variety of residential densities and housing types. This includes efforts to address any barriers to affordable housing that exist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Actions planned to remove or ameliorate the negative effects of public policies that serve as a barrier to affordable housing include:

- Continuous process improvements and timely permit issuance to keep costs down and provide predictability in permitting;
- Ongoing code improvements to ensure that standards are fair, predictable, and do not create unnecessary barriers;
- Updates to impact fee and capital improvement charges to ensure that they are proportionate to the scale of a proposed development impact;
- Potential future reevaluation of the Downtown Multi-family Property Tax Exemption to encourage the development of multi-family apartments and other affordable housing Downtown; and
- Code amendments to reduce parking, and allow for accessory dwelling units and Middle Housing in all zones that are predominantly designated for residential, promoting affordable, infill development.

Discussion

There are costs and benefits to removing barriers to affordable housing, which will require continual monitoring to determine where and how best to distribute costs while effectively encouraging affordable housing. Adaptive management will help find a sustainable approach that will help balance affordable housing needs with other community needs.

AP-85 Other Actions - 91.420, 91.220(k)

1. Introduction

The City values the partnerships that CDGB helps create. This work allows City staff to build relationships necessary to get a better understanding of the community's needs. With this understanding, City staff can develop and pursue other actions necessary to meet those needs.

2. Actions planned to address obstacles to meeting underserved needs

The City will continue to work with non-profits and service agencies to determine where the greatest underserved needs lie. City staff will continue to serve on the Partnership to End Homelessness Strategic Planning Committee to stay informed of the changing needs of those most vulnerable populations. The City is exploring the possibility of expanding the Embedded Social Worker program to reach more individuals. Assume information is updated

3. Actions planned to foster and maintain affordable housing

With the 2024 Comprehensive Plan update, the City adopted various polices that endeavor to foster and maintain affordable housing. In 2025, the City adopted regulations pertaining to accessory dwelling units and Middle Housing to comply with State House Bills 1337 and 1110, respectively. The accessory dwelling unit regulations allow for two accessory dwelling units on lots accessory to single family residences; accessory dwelling units are allowed to be at 1,000 square feet up to 1,400 square feet. Middle Housing (i.e. duplexes, triplexes, townhouses, etc.) is now also allowed in all zones that are primarily designated for residential. The City has also adopted regulations reducing residential parking requirements for Middle Housing, and allowing for residential density incentives (i.e. more residential density) when affordable housing is constructed. The City also recently partnered with the Housing Authority of Snohomish County on a successful affordable housing grant application (i.e. CHIP grant) from the Washington State Department of Commerce.

In addition, the Adoption of Ordinance 3144, in accordance with HB 1406, created the affordable and supportive housing sales tax credit fund. It is anticipated that the implementation of this fund will generate approximately \$90,000 annually for acquiring, rehabilitating, or constructing affordable housing. Funds may also be utilized for the operations and maintenance costs of new units of affordable or supportive housing, or for providing rental assistance to tenants. The program will allow the sales tax credit for the aforementioned uses for a period of 20 years.

4. Actions planned to reduce lead-based paint hazards

The City will pursue the Lead-based Paint Strategy as described in the Strategic Plan to evaluate and reduce the number of housing units containing lead-based paint hazards. All housing rehabilitation efforts on homes that were built before 1978 will include lead-based paint hazard evaluations, and

education material will be provided to the occupant. All hazards will be addressed, either through abatement or interim controls, to minimize the hazards.

5. Actions planned to reduce the number of poverty-level families

The City provides funding to organizations that provide supportive services to homeless and at-risk-of-homelessness families, including Case Managers that work with parents to develop goals and step-by-step plans to move families forward, basic education, access to child support, legal remedies, quality childcare, and preparation for employment. The City will continue to fund these types of services. The City is working to establish a relationship with non-profit organizations that operate shelters, transitional housing, and housing-first units that would provide transitional shelter/housing and services for the homeless and those at risk of homelessness. This would include addressing the basic needs of the homeless and transitioning from shelter/treatment to permanent housing.

6. Actions planned to develop the institutional structure

The City will continue to use its citizen participation process to solicit public comments on local priorities and objectives for CDBG funds and to receive feedback on progress made towards meeting the local strategies and objectives. The Citizen Advisory Committee (CAC) for Housing and Community Development enhances the level of guidance from the community, coordinates between public and nonprofit agencies, and supports further development of the institutional structure. The City has begun using, and will continue the use of social media, to reach a greater number of local community members. Continued participation in committees and programs aimed at addressing vulnerable populations will aid in a stronger institutional structure by increasing connections, contacts, and resources.

7. Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to coordinate and support the efforts of local housing and service agencies. The City is actively participating in the update of the development of the Partnership to End Homelessness' Five-Year Strategic Plan, with emphasis on annual goals and attainable milestones. Members from many agencies, both public and private, coordinate on this effort.

Discussion

Many of the greatest needs in Marysville have remained consistent or increased over the last few years. While the needs might be largely the same, strategies in which to address them are very fluid. Utilizing past experience, data analysis, and coordination with other agencies, the City plans to continue to adapt in ways to address the greatest needs in the community.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

1. Introduction

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	TBD
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit people of low and moderate income. Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

Discussion



1715 100th PL SE
Everett, WA 98208
www.homage.org

4/23/26

Marysville City Council
Marysville City Hall
501 Delta Ave
Marysville, WA 98270

Re: Community Development Block Grant (CDBG) 2026 Annual Action Plan

Dear Marysville City Council Members,

Homage Senior Services appreciates the City of Marysville Community Development staff and City Advisory Committee for prioritizing the needs of low-income older adults and adults living with disabilities in the 2026 CDBG Annual Action Plan draft, particularly in the areas of non-homeless special needs and affordable housing.

On behalf of Homage's Meals on Wheels program, I would like to provide additional context for the projected number of unduplicated Marysville residents to be served with PY2026 CDBG funding. The estimate of 19–20 beneficiaries may appear lower than other programs; however, it reflects how funding supports sustained service for each participant over time.

CDBG funds support a set number of meals rather than a set number of individuals. Based on current costs, the proposed funding level will support approximately 19–20 beneficiaries. This estimate is based on an average of 150 meals per participant annually across the program, reflecting that participants remain on the program for varying lengths of time. This equates to approximately 21–22 weeks of service per individual, with participants receiving weekly deliveries of seven nutritious ready-to-heat meals, along with milk, bread, and fresh produce. Deliveries are made by a dedicated driver who also provides a friendly check-in and can assist with putting away meals if needed.

The cost per participant reflects not only food expenses but also program coordination and delivery. In total, we anticipate serving approximately 275 Marysville residents through the Meals on Wheels program in PY2026.

Thank you for your continued support of Marysville's older adults and individuals living with disabilities through Homage's Meals on Wheels and Minor Home Repair programs.

Sincerely,

A handwritten signature in blue ink that reads "Juli Rose".

Juli Rose
Senior Director of Programs

From: kevin fu <kevinfu948@gmail.com>
Sent: Sunday, April 12, 2026 11:14 PM
To: Benjamin Lubbers <blubbers@marysvillewa.gov>
Subject: [External!]

You don't often get email from kevinfu948@gmail.com. [Learn why this is important](#)

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

Subject: Comment on 2026 CDBG Funding

Dear Mr. Lubbers,

I'm writing about the CDBG public comment period. We have five casinos within 10 miles of Marysville. They take a lot of money from our community but don't put enough back into fixing roads, helping seniors, or addressing homelessness.

Many older people lose their money at these casinos and the area is getting worse. The money from gambling should help the neighborhoods it's harming.

Please use CDBG funds to fix our streets and support our seniors and homeless neighbors.

Thank you,

Kevin



Agenda Bill

AGENDA ITEM NO. 11.

DATE: May 11, 2026

SUBMITTED BY: Emily Morgan, Senior Planner

PRESENTED BY: Emily Morgan, Senior Planner

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Capital Agreement with the Washington Department of Commerce through Connecting Housing to Infrastructure Program (CHIP) for the Leonard Crossing Apartments

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Capital Agreement, Contract No. 26-96330-117, with the Washington Department of Commerce through the Connecting Housing to Infrastructure Program (CHIP) for the Leonard Crossing Apartments.

SUMMARY:

The Housing Authority of Snohomish County (HASCO), in partnership with the City of Marysville, applied for and was awarded the Washington Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant for their Leonard Crossing Apartments (fka HASCO Marysville), which will be located at 1086, 1094, and 1098 Cedar Avenue. On April 14, 2026, the City Council adopted Ordinance 3377, which allows the City to waive capital improvement charges for affordable housing when reimbursement will be provided. To enable reimbursement of the capital improvement charges and promote affordable housing, a capital agreement with the Washington Department of Commerce is needed for the Leonard Crossing Apartments.

ATTACHMENTS:

CHIP Grant DOC Contract 26-96330-117



Capital Agreement with

City of Marysville

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:

26-96330-117

Purpose: To support the development of affordable housing by reimbursing the City of Marysville for waived system development charges of affordable housing units for the Leonard Crossing project.

Dated: Tuesday, July 1, 2025

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29.	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION	ERROR! BOOKMARK NOT DEFINED.
30.	PUBLICITY.....	ERROR! BOOKMARK NOT DEFINED.
31.	RECAPTURE	ERROR! BOOKMARK NOT DEFINED.
32.	RECORDS MAINTENANCE.....	ERROR! BOOKMARK NOT DEFINED.
33.	REGISTRATION WITH DEPARTMENT OF REVENUE	ERROR! BOOKMARK NOT DEFINED.
34.	RIGHT OF INSPECTION.....	ERROR! BOOKMARK NOT DEFINED.
35.	SAVINGS.....	ERROR! BOOKMARK NOT DEFINED.
36.	SEVERABILITY	ERROR! BOOKMARK NOT DEFINED.
37.	SUBCONTRACTING	ERROR! BOOKMARK NOT DEFINED.
38.	SURVIVAL	ERROR! BOOKMARK NOT DEFINED.
39.	TAXES	ERROR! BOOKMARK NOT DEFINED.
40.	TERMINATION FOR CAUSE	ERROR! BOOKMARK NOT DEFINED.
41.	TERMINATION FOR CONVENIENCE	ERROR! BOOKMARK NOT DEFINED.
42.	TERMINATION PROCEDURES	ERROR! BOOKMARK NOT DEFINED.
43.	TREATMENT OF ASSETS.....	ERROR! BOOKMARK NOT DEFINED.
44.	WAIVER.....	ERROR! BOOKMARK NOT DEFINED.
	ATTACHMENT A: SCOPE OF WORK:.....	ERROR! BOOKMARK NOT DEFINED.
	ATTACHMENT B: CHIP BUDGET	ERROR! BOOKMARK NOT DEFINED.
	CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT ...	ERROR! BOOKMARK NOT DEFINED.
	ATTACHMENT C: COMMITMENT OF CONTINUED AFFORDABILITY	ERROR! BOOKMARK NOT DEFINED.

Face Sheet

Contract Number 26-96330-117

Growth Management Services Connecting Housing to Infrastructure Program

1. Grantee City of Marysville 501 Delta Ave Marysville, WA 98270		2. Project Name and Address Leonard Crossing (FKA HASCO Marysville Apartments) 1086/1094/1098 Cedar Ave Marysville, WA 98270	
3. Grantee Representative Emily Morgan Senior Planner, City of Marysville emorgan@marysvillewa.gov		4. COMMERCE Representative Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1500 Jefferson Street Olympia, WA 98504 </div>	
5. Contract Amount \$1,000,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date July 1, 2025
			8. End Date June 30, 2027, subject to reappropriation
9. Federal Funds (as applicable) \$0.00		Federal Agency: N/A	
		ALN N/A	
10. Tax ID # 91-6001459	11. SWV # SWV0000432	12. UBI # 314-000-001	13. UEI #
14. Award Method <input type="checkbox"/> Non-Competitive x <input checked="" type="checkbox"/> Competitive		NOFO/RFX # N/A	Proviso # 40000675
15. Contract Purpose To support the development of affordable housing by reimbursing the City of Marysville for waived system development charges of affordable housing units for the Leonard Crossing project.			
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – CHIP Budget, and Attachment "C" – Commitment of Continued Affordability.			
FOR GRANTEE _____ Jon Nehring, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$1,000,000, (One million dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, CHIP Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-117. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the CHIP Budget (Attachment B) to respond to changes in project costs.
- B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the CHIP Budget (Attachment B).
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the CHIP Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48

regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
 - i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i.** The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any Federal department or agency.

- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

9. **INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

11. **OWNERSHIP**

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

12. **PUBLIC BENEFIT OF LATECOMER FEES**

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

13. **DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

- A. **Deed of Trust.** This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. **Term of Deed of Trust; Commitment Period.** The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.
- C. **Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. **Covenant.** The property shall be covenanted for the purposes intended under the funding for a period of 25 years.

- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

14. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – CHIP Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

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

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. **DUPLICATE PAYMENT**

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, to the extent applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” to the extent required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW to the extent applicable, and shall make such records available for COMMERCE’s review upon request

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the state of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee’s performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

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

37. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

44. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: SCOPE OF WORK:

Scope of Work

CHIP funds to be used in connection with the new construction of a 124-unit affordable housing community for individuals and families earning up to 50% and 60% of Area Median Income, specifically to offset water/sewer/storm connection charges, not directly for construction costs associated with the utility infrastructure improvements.

Project Requirements

Based on the criteria within the state capital budget, SB 5195 Sec 1020, and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Attachment C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2028.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Attachment B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Jon Nehring, Mayor

DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	\$500,000
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	\$500,000
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	
Contract Total		\$1,000,000

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Jon Nehring, Mayor

DATE

Attachment C: Commitment of Continued Affordability

An allocation of 4% LIHTC from the WSHFC is expected for project financing, so affordability compliance will be monitored by WSHFC. Recorded covenants for affordable will be granted to both WSHFC related to the LIHTC financing and to HASCO related to the bond financing.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce’s Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

“Affordable housing” has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the [Housing Trust Fund Handbook](#) applies (Section 701.7):

“affordability occurs when a household’s monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities.”

¹ "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Leonard Crossing	
County and parcel number(s) of property:	Snohomish County, Parcel numbers: 00585600300800, 00585600300901, 00585600301000, 00585600301100
Organization monitoring continued affordability:	Housing Authority of Snohomish County
Term of affordability:	40 years
Documentation evidencing securitization of affordability	Housing Authority of Snohomish County Covenant

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	8
50% AMI- 2 Bedroom	20
50% AMI- 3 Bedroom	4
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	22
60% AMI- 2 Bedroom	58
60% AMI- 3 Bedroom	12
60% AMI- Other	
80% AMI- Studio	
80% AMI- 1 Bedroom	
80% AMI- 2 Bedroom	
80% AMI- 3 Bedroom	
80% AMI- Other	

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

Jon Nehring, Mayor

DATE



Agenda Bill

AGENDA ITEM NO. 12.

DATE: May 11, 2026

SUBMITTED BY: Bryan Milligan, Senior Project Manager

PRESENTED BY: Bryan Milligan, Senior Project Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Professional Services Agreement for Engineering and Design Services with BHC Consultants, LLC for the Marysville West Lift Station Rehab Design Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with BHC Consultants, LLC for the Marysville West Lift Station Rehab Design Project in the amount of \$417,569.00.

SUMMARY:

With this agreement, BHC Consultants will assist the City by providing engineering and design services in our effort to rehabilitate the West Lift Station, which has many components that have reached the end of their useful life. The work will consist of design through 100%, an engineer's opinion of probable construction cost, schedule and development of full bid & construction contract documents. As well as construction contract administration support, and the preparation and submittal of all required local, state, tribal and federal permits & approvals for construction. This Professional Service Agreement with BHC Consultants, LLC is for a total amount of \$417,569.00

ATTACHMENTS:

PSA_BHC

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS, LLC**

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 BHC Consultants, LLC, a limited liability corporation licensed/incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 1601 5th Avenue, Ste. 500, Seattle, WA 98101 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. TERM. The term of this Agreement will commence upon last date of signature below and will terminate at midnight on **March 31, 2028**, or on the day final payment is received by the Consultant if before **March 31, 2028**, unless sooner terminated by either party as provided in this Agreement. The parties may extend the term of this Agreement by written amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **four hundred seventeen thousand, five hundred sixty nine dollars (\$417,569.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes,

amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “PRA”). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart “a” of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

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

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

Bryan Milligan
501 Delta Ave.
Marysville, WA 98270

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

BHC CONSULTANTS, LLC

Peter Cunningham
1601 5th Ave., Ste. 500
Seattle, WA 98101

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

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

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

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

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED _____

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED _____

BHC CONSULTANTS, LLC

By _____

Tom Giese

Its: Principal

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

City of Marysville West Lift Station Upgrade Scope of Work 4/3/2026

Statement of Understanding

The City of Marysville (City) owns and operates the West Lift Station (WLS) located at 2510 Marine View Drive. The existing pump station infrastructure is aging and requires comprehensive mechanical, electrical, and structural upgrades.

The scope of work includes the replacement of the existing dry pit pumps with duplex Hidrostral pumps, along with all necessary valving and piping adjustments, including the verification of the mechanical and hydraulic compatibility of the proposed new pumps within the existing sewer system. The scope also includes the replacement of the aging electrical equipment, the installation of a bypass port to allow for a portable pump to bypass the pumps station, and the installation of a new generator set, subject to City approval.

To address building envelope leaking issues and related elements, the project will focus on resolving water intrusion by re-designing the roof envelope to improve drainage, re-sealing and waterproofing the plywood windows, and HVAC system modernization. Additional internal rehabilitation will include recoating the wet wells and replacement of the access hatches, ladders, and wet well instrumentation. The work also includes patching abandoned motor shaft floor penetrations.

Plans for a phased construction will be included to maintain the operational use of the station while under construction. Finally, critical environmental and cultural compliance will be managed through wetland delineation, cultural resources review, and the preparation of an inadvertent discovery plan (IDP).

Schedule

BHC will undertake to complete the Scope of Work based on the following milestones, assuming a Notice-to-Proceed before or during April 2026:

- Project kickoff – May 2026.
- 50% Design – August 2026.
- 90% Design – November 2026.
- Bid Ready Contract Documents – February 2027.
- Bid Advertisement – February 2027.
- Bid Award – April 2027.

If necessary, this schedule shall be equitably adjusted to allow for changes in scope or for delays beyond BHC's reasonable control. However, the above schedule has float that should allow accommodation of reasonable delays or changes in scope.

Budget

The budget for this Scope of Work is \$417,569. This includes a Management Reserve for \$25,000, which will only be used with written approval from the City. Compensation will be on a time and materials basis per the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the City. The budget is included as Exhibit B. BHC reserves the right to reallocate budget between tasks as needed.

Scope of Work

Tasks for the Scope of Work include the following:

Task 1 – Project Management and Quality Control

- 1.1 Contracting, project setup and invoicing, kick-off meeting, communications with the City, project planning, and team coordination.
- 1.2 Internal quality control review.

Receivables:

- None.

Deliverables:

- Invoices.

Task 2 – 50% Drawings, Specifications, and OPCC

Task 2 includes the preparation of 50% drawings, specifications, and opinion of probable construction cost (OPCC). BHC has prepared a preliminary drawing list for the WLS design based on our current understanding of the project scope. The preliminary drawing list is presented in Exhibit C and includes up to 25 drawings for the 50% Design Submittal.

2.1 Site Visit

- One (1) site visit with up to three (3) engineers.

2.2 50% Design Drawings, Specifications, and OPCC

- Prepare general, civil, Structural and HVAC drawings to a 30% level of completion. Prepare specification table of contents.

2.3 50% Design Review Meeting.

- Meet with the City to review comments on the 50% design. The review meeting will be conducted via videoconference with a planned duration of 2 hours. BHC will prepare an agenda and notes. Up to 4 personnel from BHC will be in attendance.

Receivables:

- Consolidated 50% review comments.

Assumptions:

- The previously completed preliminary design technical memorandum (BHC, 2025) will be referenced as the basis for design.

Deliverables:

- 50% drawings, specifications, and OPCC in PDF format.

Task 3 – 90% Drawings, Specifications, and OPCC

Task 4 includes the preparation of 90% drawings, specifications, and OPCC. The 90% Design Submittal will include all planned drawings shown in the preliminary drawing (up to 36 drawings total) and all remaining specification sections.

3.1 Site Visit

- One (1) site visit with up to three (3) engineers.

3.2 90% Design Drawings, Specifications, and OPCC

- Incorporate City review comments on the 60% design into the documents.
- Prepare general, civil, Structural, HVAC, Architectural and electrical drawings to a 90% level of completion. Prepare specifications of all components.

3.3 90% Design Review Meeting.

- Meet with the City to review comments on the 90% design. The review meeting will be conducted via videoconference with a planned duration of 2 hours. BHC will prepare an agenda and notes. Up to 4 personnel from BHC will be in attendance.

Receivables:

- Consolidated 90% review comments.

Deliverables:

- 90% drawings, specifications, and OPCC in PDF format.

Task 4 – Bid Ready Drawings, Specifications, and OPCC

Task 5 includes the preparation of signed bid ready drawings, specifications, and OPCC. This includes updating the 90% documents to incorporate City comments. No additional drawings or specifications will be prepared as part of this task.

4.1 Bid Ready Design Drawings, Specifications, and OPCC

- Incorporate City review comments on the 90% design into the documents.
- Prepare signed final drawings and specifications. Prepare final OPCC.

Receivables:

- None.

Deliverables:

- Signed bid ready drawings, specifications, and OPCC in PDF format.

Task 5 – Bid Services

Task 5 includes attending a pre-bid meeting, responding to Contractor questions, preparation of addenda, and assistance in bid evaluation.

5.1 Bid Services

- Prepare agenda for pre-bid meeting.
- Attend pre-bid meeting with up to two (2) BHC staff members.
- Respond to Contractor's questions.
- Prepare up to two (2) addenda.
- Assist with evaluation of bids.

Receivables:

- None.

Deliverables:

- Up to two (2) addenda in PDF format.

Task 6 – Subconsultants Services

Task 6 includes support for and coordination with subconsultants. Survey base mapping will be performed by PSOMAS. Landau will provide environmental permitting support services. Drayton Archeology will provide cultural resources compliance services. Mechanical and Architectural design will be provided by FSi and Rolluda, respectively.

6.1 Survey Base Mapping

PSOMAS will provide surveying services, including survey control, topographic mapping, underground utility survey, right-of-way, and property lines. For additional information refer to Exhibit D1.

Receivables:

- None.

Assumptions:

- All utilities of significance will be picked up by underground utility markings and available record drawings.

Deliverables:

- Base map in CAD and PDF format.

6.2 Environmental Permitting Support Services

Landau will conduct wetland delineation and provide a field investigation to examine the vegetation, soils, and hydrology within the study area of the lift station property. Flagging will be placed along the wetland/waterway boundaries within the project area and surveyed for inclusion in the base map. Landau will prepare a Critical Areas Report describing project impacts and mitigation and support BHC in the calculation of project impacts to wetlands, waterways, and/or their buffers based on the 50% project plans. Landau will also assist BHC with the preparation of the State Environmental Policy Act (SEPA) checklist for the project. For additional information refer to Exhibit D2.

Assumptions:

- Flagging will be placed within the project boundaries only where accessible.
- This task includes delineation and rating for no more than two wetlands.
- Access permission and rights-of-entry to properties, if needed, will be provided by the City.
- Direct and indirect impacts to wetlands and waterways will be avoided.
- The project will not occur within areas subject to Shoreline Master Program (SMP) jurisdiction.
- This scope of services does not include evaluation of impacts to frequently flooded areas (i.e., 100 year floodplains).
- Mitigation specifications will not be required as part of the report and/or design.
- Mitigation requirements will be limited to buffer restoration and/or enhancement.
- 50% design plans will be suitable for impact calculation and development of conceptual mitigation plans.
- Impact and mitigation plan sheets will be developed by BHC in coordination with Landau.

Receivables:

- The SEPA checklist will be prepared in Microsoft Word format.

Deliverables:

- An electronic (PDF) copy of the draft and the final Critical Areas Report.
- An electronic copy (Word) of the SEPA checklist.

6.3 Cultural Resources Compliance Services

Drayton Archeology will conduct background research using the Department of Archaeology and Historic Preservation's (DAHP's) WISAARD database and other relevant records, as needed, pertaining to previously conducted investigations and previously recorded sites within/near the project area. The background review will address ethnographic scoping and research into Tribal affiliations (for use in determining Traditional Cultural Property likelihood). Drayton will generate maps for the project location, compose narratives based on a review of previously recorded sites to inform survey methods and provide context for consultation and reporting, and tabulate previously conducted archaeological surveys and recorded sites within a 0.25 to one-mile radius based on background review for consultation and reporting. For additional information refer to Exhibit D3.

Receivables:

- None.

Assumptions:

- Site explorations for cultural resources and subsequent investigations will not be required.

Deliverables:

- Compose a DAHP 21-02 Form and Inadvertent Discovery Plan (IDP) based on desktop results. A draft of these documents will be provided for review by BHC. The final documents, incorporating BHC comments, will be made available to the City.

6.4 Building Mechanical Design

FSi will design the new heating, ventilation and air conditioning (HVAC) systems. This will include heating and ventilation load calculations. Heating and ventilation systems will be designed to maintain an unclassified space per NFPA 820 Table 4.2.2 row 17a. Performance specifications will be prepared for building climate control systems. For additional information refer to Exhibit D4.

Receivables:

- None

Assumptions:

- None

Deliverables:

- 50% Drawings, Specifications, and OPCC in electronic format
- 90% Drawings, Specifications, and OPCC in electronic format
- Issued-for-Bid Drawings and Specifications in electronic format

6.5 Architectural Design

Rolluda Architects will support BHC in developing building-envelope rehabilitation documents for the WLS, focused solely on addressing moisture intrusion at the roof (including positive drainage at roof) and clerestory window (currently plywood covered) assemblies. Services include the preparation of limited architectural drawings (roof plan and details, window details) and related specifications. For additional information refer to Exhibit D5.

Receivables:

- None

Assumptions:

- The existing roof can be rehabilitated and the entire roof does not need to be reconfigured.
- The existing windows can be rehabilitated.
- The preparation of architectural floor plans, building elevations, and building sections will not be required for this work.

Deliverables:

- Rolluda Architects will prepare diagrams in PDF format for inclusion in the 50% design submittals.
- 90% Drawings and Specifications in electronic format
- Issued-for-Bid Drawings and Specifications in electronic format

City Responsibilities

The following items are specific responsibilities of the City in support of this Scope of Work:

- Provide review comments on all deliverables.
- Provide access to staff to answer questions.
- Participate in workshops.
- Provide access to the project site as needed to complete this Scope of Work.

Assumptions

The following items are excluded from this Scope of Work, but can be added via amendment to the original agreement or included in a future Scope of Work if the City so desires:

- Hard copies of the deliverables.
- Site visits, meetings, or workshops beyond those identified in the Scope of Work.
- Analysis of alternatives for further optimization of the existing PS.
- Preparation of an engineering report.
- Council briefings.
- Condition assessments of existing equipment, structures, etc.
- Services during construction.

EXHIBIT B

Exhibit B - Budget City of Marysville West Pump Station Final Design 4/4/2026																					
Task No.	Task Description	QA/QC		Project Manager		Electrical Engineer		Structural Engineer		Project/Staff Engineer		CAD/GIS		CAD/GIS		Project Accountant		Project Assistant		TOTAL	
		\$295		\$280		\$285		\$240		\$185		\$195		\$160		\$150		\$150		Hours	Cost
		T. Giese/J. Gibson		P. Cunningham		N. Palmatier		N. Jacoby		C. Matile		T. Muench		A. Bradley		A. Rigan		K. McElwain			
Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
1	Project Management and Quality Control																				
1.1	Setup, Communications, Coordination		\$0	44	\$12,320	2	\$570	2	\$480	44	\$8,140		\$0		\$0	12	\$1,800	8	\$1,200	112	\$24,510
1.2	Quality Control	12	\$3,540		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	12	\$3,540
	Sub-Total	12	\$3,540	44	\$12,320	2	\$570	2	\$480	44	\$8,140	0	\$0	0	\$0	12	\$1,800	8	\$1,200	124	\$28,050
2	50% Drawings, Specifications, and OPCC																				
2.1	Site Visit		\$0	8	\$2,240		\$0	8	\$1,920	8	\$1,480		\$0		\$0		\$0		\$0	24	\$5,640
2.2	50% Drawings, Specifications, and OPCC		\$0	100	\$28,000	54	\$15,390	20	\$4,800	120	\$22,200	80	\$15,600	80	\$12,800		\$0	2	\$300	456	\$99,090
2.3	50% Design Review Meeting		\$0	4	\$1,120	2	\$570	2	\$480	4	\$740		\$0		\$0		\$0		\$0	12	\$2,910
	Sub-Total	0	\$0	112	\$31,360	56	\$15,960	30	\$7,200	132	\$24,420	80	\$15,600	80	\$12,800	0	\$0	2	\$300	492	\$107,640
3	90% Drawings, Specifications, and OPCC																				
3.1	Site Visit		\$0	8	\$2,240	8	\$2,280		\$0	8	\$1,480		\$0		\$0		\$0		\$0	24	\$6,000
3.2	90% Drawings, Specifications, and OPCC		\$0	80	\$22,400	60	\$17,100	8	\$1,920	100	\$18,500	40	\$7,800	40	\$6,400		\$0	16	\$2,400	344	\$76,520
3.3	90% Design Review Meeting		\$0	4	\$1,120	2	\$570	1	\$240	4	\$740		\$0		\$0		\$0		\$0	11	\$2,670
	Sub-Total	0	\$0	92	\$25,760	70	\$19,950	9	\$2,160	112	\$20,720	40	\$7,800	40	\$6,400	0	\$0	16	\$2,400	379	\$85,190
4	Bid Ready Drawings, Specifications, and OPCC																				
4.1	Bid Ready Drawings, Specifications, and OPCC		\$0	40	\$11,200	24	\$6,840	4	\$960	60	\$11,100	30	\$5,850	30	\$4,800		\$0	24	\$3,600	212	\$44,350
	Sub-Total	0	\$0	40	\$11,200	24	\$6,840	4	\$960	60	\$11,100	30	\$5,850	30	\$4,800	0	\$0	24	\$3,600	212	\$44,350
5	Bid Services																				
5.1	Bid Services		\$0	24	\$6,720		\$0		\$0	24	\$4,440	4	\$780	4	\$640		\$0	4	\$600	60	\$13,180
	Sub-Total	0	\$0	24	\$6,720	0	\$0	0	\$0	24	\$4,440	4	\$780	4	\$640	0	\$0	4	\$600	60	\$13,180
6	Subconsultant Services																				
6.1	Survey Base Mapping		\$0	2	\$560		\$0		\$0	4	\$740		\$0		\$0		\$0		\$0	6	\$1,300
6.2	Environmental Permitting Support Services		\$0	2	\$560		\$0		\$0	4	\$740		\$0		\$0		\$0		\$0	6	\$1,300
6.3	Cultural Resources Compliance Services		\$0	2	\$560		\$0		\$0		\$0		\$0		\$0		\$0		\$0	2	\$560
6.4	Building Mechanical Design		\$0	2	\$560		\$0		\$0	4	\$740		\$0		\$0		\$0		\$0	6	\$1,300
6.5	Architectural Design		\$0	2	\$560		\$0	4	\$960		\$0		\$0		\$0		\$0		\$0	6	\$1,520
	Sub-Total	0	\$0	10	\$2,800	0	\$0	4	\$960	12	\$2,220	0	\$0	0	\$0	0	\$0	0	\$0	26	\$5,980
	Subtotal Labor	12	\$3,540	322	\$90,160	152	\$43,320	49	\$11,760	384	\$71,040	154	\$30,030	154	\$24,640	12	\$1,800	54	\$8,100	1293	\$284,390
Other Direct Costs																					
Survey Base Mapping - Posmas (includes 10% markup)																					
\$ 11,622																					
Mechanical Engineering Services - FSI (Includes 10% markup)																					
\$ 27,577																					
Environmental Permitting Review Support - Landau (includes 10% markup)																					
\$ 32,230																					
Cultural Resources Compliance - Drayton Proposal (Includes 10% markup)																					
\$ 4,775																					
Architectural - Rolluda (Includes 10% markup)																					
\$ 31,676																					
Travel Costs																					
\$ 300																					
TOTAL ODC																					
\$ 108,179																					
Contingency																					
Management Reserve																					
\$ 25,000																					
Subtotal Other Direct Costs																					
\$133,179																					
TOTAL																					
\$417,569																					

EXHIBIT C

City of Marysville

West Lift Station Rehabilitation

Draft Drawing List

Prepared by: Peter Cunningham

4/3/2026

Sheet Number	Sheet Name	50%	90%	100%
1 G-1	Cover	1	1	1
2 G-2	Legend and Abbreviations	1	1	1
3 G-3	General Notes	1	1	1
4 G5	Construction Sequencing	1	1	1
5 EC-2	TESC Details and Notes	1	1	1
6 D-1	Pump Station Demolition Plan	1	1	1
7 C-1	Site Plan	1	1	1
8 C-2	Wet Well and Dry Well Plan	1	1	1
9 C-3	Wet Well and Dry Well Section	1	1	1
10 C-4	Wet Well and Dry Well Section	1	1	1
11 C-5	Civil Details	1	1	1
12 C-6	Civil Details	1	1	1
13 E-1	Electrical Symbols and Abbreviations	1	1	1
14 E-2	Electrical Demolition Plan	1	1	1
15 E-3	Electrical Site Plan	1	1	1
16 E-4	Hazardous Area Classification Drawing		1	1
17 E-5	Electrical Building Plan 1 of 2		1	1
18 E-6	Electrical Building Plan 2 of 2		1	1
19 E-7	Electrical One Line Diagram		1	1
20 E-8	Electrical Schematic Riser Diagram		1	1
21 E-9	Electrical Details		1	1
22 E-10	Electrical Details		1	1
23 E-11	Electrical Details		1	1
24 I&C-1	I&C Control Panel 1 of 11		1	1
25 I&C-2	I&C Control Panel 2 of 11		1	1
26 I&C-3	Instrumentation Details		1	1
27 H-1	HVAC	1	1	1
28 H-2	HVAC	1	1	1
29 H-3	HVAC	1	1	1
30 S-1	General Structural Notes	1	1	1
31 S-2	Roof Plan	1	1	1
32 S-3	Structural Details - Concrete	1	1	1
33 S-4	Structural Details - Roof	1	1	1
34 A-1	Architectural Notes	1	1	1
35 A-4	Architectural Details	1	1	1
36 A-5	Architectural Details	1	1	1

EXHIBIT D1

**PSOMAS Survey Scope of Work (01/09/2026)
Marysville West Lift Station Rehabilitation
Boundary and Topographic Survey**

Project Limits

Project limits are as shown in Figure 1. The site is located at 2510 Marine Drive NE, Marysville, WA

Task 1 Survey Control

Establish horizontal and vertical control points within the project limits. Basis of control will be NAD 83/2011 and NAVD88 for horizontal and vertical respectively. Approximately 4 control points will be established at the site for continued use.

Task 2 Survey Mapping

Field Survey. Field mapping within the project limits will include topography, man-made surface features, limits of vegetation, trees (6" DBH or larger), overhead utilities, and painted underground utilities. Irrigation systems will not be included. Perform measure-downs of existing storm drain and sanitary sewer structures, indicating rim and pipe invert elevations. Document the approximate size, type, material, and general condition of the structures. These observations will be made from the surface. Any required pipe video inspection, potholing or smoke testing needed to verify the condition or connectivity of drainage features is outside the scope of this task.

Task 3 Underground Utility Locate

An underground conductible utility locate within the project limits to be performed by a private utility locating firm. Psomas will survey the location of the locate paint marks. While every reasonable effort will be made by Psomas to depict the location of underground utilities based on utility locates, Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.

Task 4 Base Map Preparation

Prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project to Psomas cad standards as well as BHC mapping requirements. The base map will include information collected in Tasks 2 and 3 above. One-foot contours will be generated from the DTM.

Task 5 ROW and Property Lines

Road rights of way and property lines within the project limits will be determined from available public records (i.e. records of survey, plats, state right-of-way plans, etc.) and found survey monuments. Right-of-way and parcel information will be added to the base map. Adjacent owners' names and assessor's parcel numbers will be added to the base map.

A portion of the site is located on land owned by the Tulalip Tribe. A title report is included for this parcel to confirm the existence of any easements for the Lift Station.

Deliverables

- AutoCAD Civil3D base map drawing file in version 2024.

Exhibit D1a

Figure 1 Marysville West Lift Station



EXHIBIT D1b

Project: **BHC Consultants**
City of Marysville West Lift Station
Boundary and Topographic Survey

January, 2026

PSOMAS

Description	Labor Hour Estimate					Total Fee
	Survey Manager	Project Surveyor	Survey Technician	Survey Crew II	Office Admin	Fee
	\$ 275.00	\$ 189.00	\$ 160.00	\$ 297.00	\$ 121.00	
1 Survey Control	1			4	2	\$ 1,705.00
2 Topographic Mapping				10		\$ 2,970.00
3 Underground Utility Survey			2	2		\$ 914.00
4 Base Map Preparation	1		10			\$ 1,875.00
5 ROW and Property Lines	1	4	2			\$ 1,351.00
Expenses (utility locates, title report)						\$ 1,750.00
Task Total	3	4	14	16	2	\$ 10,565.00
Total Estimated Fee:						\$ 10,565.00

EXHIBIT D2



March 17, 2026

Transmitted via email to: peter.cunningham@bhccconsultants.com

BHC Consultants
1601 Fifth Avenue, Suite 500
Seattle, WA 98101

Attn: Peter Cunningham, PE

**Re: Proposed Scope of Services and Budget Estimate
Environmental Permitting Support Services
City of Marysville West Pump Station Upgrades
Snohomish County, Washington**

Dear Peter:

Landau Associates, Inc. (Landau) is pleased to present this proposed scope of services and budget estimate for providing environmental permitting support services for the City of Marysville (City) West Pump Station Upgrades project (project). This proposal is based on information provided by BHC Consultants (BHC), as well as experience with similar projects. A summary of Landau's project understanding and a description of the proposed scope of services and budget estimate are presented below for your review and approval.

PROJECT UNDERSTANDING

Landau understands that the City owns and operates the West Lift Station (WLS) located at 2516 Marine Drive NE in unincorporated Snohomish County (Snohomish Co. Parcel No. 30052900300700).

The pumps have reached the end of their useful life. BHC has supported the City with evaluation of alternatives for the project, and the selected alternative is to upgrade the existing pump station by replacing the existing pumps and other appurtenances with new dry pit pumps and related appurtenances. The upgrades will generally occur within the footprint of the existing lift station; however, the potential addition of a generator set may require conversion of open space outside of the existing lift station infrastructure footprint.

The project is located in unincorporated Snohomish County adjacent to Sturgeon Creek, which is a tributary to Quilceda Creek. There is also potential wetland mapped by the County on the project property identified with association with the shoreline management program jurisdiction with Quilceda Creek. BHC has requested support from Landau with wetland/waterway critical areas compliance for the project.

SCOPE OF SERVICES

The following sections define Landau's tasks for the proposed project.

Task 1. Wetland/Waterway Delineation

Landau will conduct a wetland delineation in accordance with the 2010 US Army Corps of Engineers' *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*. The ordinary high-water mark of waterways will be delineated using guidance provided in the Washington State Department of Ecology's (Ecology's) *Determining the Ordinary High-Water Mark on Streams in Washington State*.

Landau will compile and review environmental information from readily available public domain resources to gain a general understanding of potential wetland issues at the site. Public domain resources include but are not limited to the following:

- Natural Resources Conservation Service Soil Survey data
- National Wetlands Inventory mapping
- US Federal Emergency Management Agency floodplain mapping
- Local Critical Areas mapping
- US Geological Survey topographic mapping
- Recent aerial photography.

The field investigation will include an examination of vegetation, soils, and hydrology within the study area of the lift station property. Flagging will be placed along the wetland/waterway boundaries within the project area. Wetland/waterway habitat within 300 feet beyond the project property will be mapped using a combination of visual estimation and public domain resources. Included in this task is time to coordinate with project surveyors and provide them an accurate map of wetland/waterway boundaries and individual flag locations. Landau also includes time to review the survey map for accuracy and request any necessary changes to accurately represent the wetlands/waterways.

Wetlands within the study area will be rated in accordance with Ecology's Washington State Wetland Rating System for Western Washington, and buffer widths will be determined in compliance with the County's Critical Areas Regulations. Waterway typing and buffer widths are based on Chapter 30.62A.320 of the Snohomish County Code and the water typing system presented in Chapter 222-15-130 of the Washington Administrative Code.

Assumptions

- Flagging will be placed within the project boundaries only where accessible.
- This task includes delineation and rating for no more than two wetlands.
- Access permission and rights-of-entry to properties, if needed, will be provided by the City.

- BHC will provide survey of the delineation flagging.

Deliverable

- Site sketch identifying wetland/waterway flagging.

Task 2. Critical Areas Report

Landau will prepare a Critical Areas Report describing project impacts and mitigation. Landau will support BHC in the calculation of project impacts to wetlands, waterways, and/or their buffers based on the 30 percent project plans. Areas of impact will be calculated in AutoCAD and will be summarized in the Critical Areas Report as described below.

Landau will support BHC in determining adequate impact avoidance measures. A conceptual mitigation plan will be developed by Landau to compensate for unavoidable impacts to wetland/waterway buffers and will be limited to onsite buffer restoration and/or enhancements. The conceptual mitigation will include a restoration planting plan, details, and plant list as necessary. Landau will assist BHC with review/comment on specifications for the mitigation plan.

Landau will prepare a draft Critical Areas Report to meet standards of the City and other regulatory agencies. The report will include information from the wetland and waterway delineation and incorporate any necessary mitigation. This will include the following:

- A summary of the methodology used
- The size and rating of each wetland and waterway; a characterization of wetland vegetation, soils, and hydrology; and field datasheets
- A scaled site map showing the locations of wetland/waterway boundaries and buffers, locations of wetland data plots, and site topography
- Supporting photographs
- A description of impacts to wetland/waterway buffers
- A conceptual compensatory mitigation planting plan (equivalent to 30 percent level) including mitigation goals, objectives, and performance standards; a timeline for mitigation monitoring and reporting; and contingency plans, as necessary.

The draft report will be provided to BHC and the City for review. Comments will be reviewed and incorporated into an agency review draft Wetland and Waterway Critical Areas Report. The report will be used in preapplication meetings for the purpose of discussing potential project impacts, proposed mitigation, and determination of agency jurisdiction. A final report will be prepared following receipt of agency comments.

Assumptions

- Direct and indirect impacts to wetlands and waterways will be avoided.
- The project will not occur within areas subject to SMP jurisdiction.

- This scope of services does not include evaluation of impacts to frequently flooded areas (i.e., 100 year floodplains).
- Mitigation specifications will not be required as part of the report and/or conceptual design. Landau will review and comment on specifications prepared by BHC.
- Mitigation requirements, in required, will be limited to buffer restoration and/or enhancement.
- 30 percent design plans will be suitable for impact calculation and development of conceptual mitigation plans.
- BHC will provide a scaled site map identifying surveyed wetlands/waterways/buffers for inclusion in the report.
- Impact and mitigation plan sheets will be developed by BHC in coordination with Landau.
- This scope of services does not include report updates based on County third party or peer review comments.

Deliverables

- An electronic (Adobe® PDF) copy of the draft Critical Areas Report.
- An electronic (Adobe® PDF) copy of the final Critical Areas Report.

Task 3. SEPA Checklist Support

Landau will assist BHC with the preparation of the State Environmental Policy Act (SEPA) Checklist for the project. Landau’s budget for this task includes up to 4 hours for Landau Senior Associate staff to support BHC during preparation of the SEPA Checklist and to review/comment on the project’s effects on elements of the environment.

Assumptions

- The SEPA checklist will be provided to Landau in Microsoft Word format.

Deliverables

- Landau will return the SEPA checklist with comments and edits saved in track changes.

ESTIMATED BUDGET

Landau estimates the budget for our proposed scope of services will not exceed \$29,300, as detailed in accordance with the following breakdown:

Task	Estimated Budget
Task 1. Wetland/Waterway Delineation	\$9,400
Task 2. Critical Areas Report	\$18,500
Task 3. SEPA Checklist Support	\$1,400
Total	\$29,300

Landau proposes to provide the above-described services on a time-and-expenses basis according to the budget set forth above and the attached Compensation Schedule. Landau assumes budget can be moved between tasks as needed. In the event that project requirements change or unexpected conditions are disclosed that appear to require further field effort, study, or analysis, Landau will bring these to your attention and seek your written approval for an addendum to the scope of services and costs prior to performing additional services.

AUTHORIZATION

Landau anticipates that you will develop a subconsultant agreement consistent with other agreements between BHC and Landau to formalize our working relationship on this project. Please let us know how we can assist you in that process.

Landau appreciates the opportunity to provide this proposal and looks forward to working with you on this project. Please contact the Steven Quarterman by phone at (425) 329-0321 or by email at squarterman@landauinc.com if you have any questions regarding this proposal or need any additional information at this time.

LANDAU ASSOCIATES, INC.



Steven Quarterman
Senior Associate

SJQ/BMB/tmh
X260552.500
[X:\C_MARYSVILLE\WEST PUMP STATION\BHC_C_MARYSVILLE WESTPS PROPOSAL.DOCX]

Attachment: 2026 Compensation Schedule



COMPENSATION SCHEDULE-2026

Personnel Labor	Hourly Rate
Senior Principal	390
Principal	360
Senior Associate	330
Associate	300
Senior	275
Senior Project	250
Project	230
GIS Analyst / CAD Designer	230
Senior Staff	210
Staff / Senior Technician II	190
Data Specialist	190
CAD / GIS Technician	170
Assistant Staff	160
Project Coordinator	155
Senior Technician I	140
Technician	125
Administrative Support	125

Invoices include a Technology Infrastructure Charge (TIC) of four percent (4%) applied to billed labor. The TIC covers increasing costs associated with data storage and security and technological infrastructure to improve our consulting labor efficiencies on delivery of projects.

Expert professional testimony or the preparation thereof for court, deposition, declaration, mediation, arbitration, or public testimony is charged at 1.5 times the hourly rate. Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

EXHIBIT D3



DRAYTON ARCHAEOLOGY

March 19, 2026
(revised March 24, 2026)

Camille Matile, PE
BHC Consultants
1601 Fifth Avenue Suite 500
Seattle, Washington 98101

Re: Proposal for Cultural Resources Compliance Services for the Marysville West Lift Station Rehabilitation Project, Snohomish County, Washington

Ms. Matile,

As requested, please find for review Drayton Archaeology's (Drayton) proposal for providing cultural resources compliance services for the above-noted project. These services include preparation of a Washington State Governor's Executive Order 21-02 Cultural Resources Review Form (GEO 2102), development of an Inadvertent Discovery Plan (IDP), and coordination with the Washington Department of Archaeology and Historic Preservation (DAHP) and affected Tribes. The regulatory environment for the project is through the city of Marysville (the City) and RCW 27.53, administered through the Washington Department of Archaeology and Historic Preservation (DAHP) should cultural resources be a concern.

Drayton's work will consist of a desktop-based cultural resources review to support preparation of a GEO 21-02 form and IDP. This review will include relevant environmental, geological, historical, land-use, precontact, and ethnographic summaries, and will assess the probability of encountering cultural resources within the project area.

Below is a list of tasks recommended and necessary for completing the proposed work following regulatory mandates. Drayton can initiate work within days of reaching a signed agreement and receiving a notice to proceed. Drayton's final reporting will meet all required regulatory standards.

Proposed Tasks

1. Cultural Resources Review (GEO 21-02) and IDP Preparation

Upon receipt of an agreement to proceed and a signed back-sheet to this proposal, Drayton will:

1.1 Conduct background research using DAHP's WISAARD database and other relevant records, as needed, pertaining to previously conducted investigations and previously recorded sites within/near the project area.

1.1.1 The background review will address ethnographic scoping and research into Tribal affiliations (for use in determining Traditional Cultural Property likelihood).

1.2 Generate maps for the project location.

- 1.3 Compose narratives based on a review of previously recorded sites to inform survey methods and provide context for consultation and reporting; and,
- 1.4 Tabulate previously conducted archaeological surveys and recorded sites within a 0.25 to one-mile radius based on background review for consultation and reporting.
- 1.5 Compose a DAHP 21-02 Form and IDP of all desktop results.
- 1.6 Provide the draft for your review.
- 1.7 Upon your approval the document would be submitted to DAHP and any concerned parties for official review; and
- 1.8 Provide a period for comments to inform the final reporting.

2 Considerations Not Budgeted

Any additionally ordered work is beyond the scope of this proposal.

2.1 The proposal assumes that no fieldwork will be conducted as part of this task.

2.1.1 Additional costs would be incurred if fieldwork is required.

2.2 Any additional consultation or work ordered or required by any regulatory authority (DAHP, the City) or any Tribal Agency, regardless of the rationale, is beyond the scope of this proposal; and,

Drayton will provide a digital copy of all required documentation for your use and transfer, or at your direction, to all parties concerned. I've attached the scope of work and cost estimate for your project in Marysville. If you do wish to proceed, please sign and return the proposal (the last page at a minimum) via email (filled-in PDF, scan, or even a cell phone pic is fine). This will officially get us going and help us properly schedule your project. The rates quoted in this cost estimate are good for 30 days from submission unless otherwise agreed upon.

If you have any questions, please feel free to call or email me for clarification at info@draytonarchaeology.com or (360) 739-3921.

My thanks for this opportunity,



Alex L. Berry, M.A., RPA 5439
Senior Archaeologist, Drayton Archaeology

Cost Estimate for Cultural Resources Compliance Services for the Marysville West Lift Station Rehabilitation Project, Snohomish County, Washington										
LABOR	Principal	Deputy PI	Proj Mgr	Field Director	Tech III CC	Tech II	Tech I	Admin	Hours	Totals
Pre-Field Prep	0	0	1	1	0	0	0	1	3	\$ 358.60
IDP Preparation	0	0	0	0	12	0	0	0	12	\$ 1,267.20
Reporting & Editing	3	4	2	1	6	2	0	2	20	\$ 2,714.80
Total Hours	3	4	3	2	18	2	0	3	35	\$ 4,340.60
Hourly Price	\$ 198.00	\$ 176.00	\$ 148.50	\$ 127.60	\$ 105.60	\$ 96.80	\$ 85.80	\$ 82.50		
Labor Price Total	\$ 594.00	\$ 704.00	\$ 445.50	\$ 255.20	\$ 1,900.80	\$ 193.60	\$ -	\$ 247.50		\$ 4,340.60
EXPENSES	Unit	Unit Cost	Cost	Price						
									*Cost Estimate	\$ 4,340.60

*The above budget does not include costs associated with additional consultation, travel delays, reporting, or mitigation if archaeological materials are located.

**Note: A fee of 10% may be applied to the Total Due amount of the invoice if not paid after 30 days.

Acceptance of Terms (Printed Name): _____

Signature in Acceptance: _____ (date) _____

EXHIBIT D4



Seattle
1001 Alaskan Way Suite 200
Seattle, Washington 98104
206.622.3321

Baltimore
4709 Harford Road
Baltimore, Maryland 21214
410.929.6894

Spokane
505 West Riverside Ave. Suite 440
Spokane, Washington 99201
509.215.1500

April 6, 2026

Camille Matile, P.E.
Project Engineer
BHC Consultants
1601 5th Ave Suite 500
Seattle, WA 98101

Subject: Marysville West LS Rehab, Design Professional Services Proposal

Thank you for the opportunity to provide BHC Consultants with our proposal for the referenced project. I have summarized our understanding of the scope and our proposed fee below.

Project Description

Project Owner

City of Marysville Public Works
501 Delta Ave,
Marysville, WA 98270

Project Location

2510 Marine Drive NE,
Marysville, WA 98271

Building/Project Description

This project will provide support for the rehab of the West Lift Station. The existing facility contains two dry wells, one of which is not used, and two wet wells, which are hydraulically connected by two pipes. There is a CMU building above the dry wells that house the pump motors, an equipment hoist, electrical and controls equipment. The pumps and other components have reached the end of their useful life and need to be replaced or upgraded to maintain reliable sewer service.

Sustainable Design Goals and Requirements

We understand the project will not pursue any sustainable certifications.



Information Source

Proposal is based on the following correspondence.

Email with attachments from Peter Cunningham dated 1/8/26.

Email with attachments from Kristen Wheeler dated 2/13/26.

Document Formats

It is our understanding that BHC will provide Architectural backgrounds in AutoCAD. FSi will provide drawings using AutoCAD.

Project Schedule and Design Submittals

We understand the project will follow the schedule described below.

Design and Documentation:

- Project kickoff – April 2026
- 50% Design – August 2026
- 90% Design – October 2026
- Bid Ready Contract Documents – December 2026
- Bid Advertisement – January 2026
- Bid Award – March 2027

During design the following submittals are anticipated 50%, 90% (permit), and final (bid).

Meetings

Our proposal is based on the following number of meetings with design team, owner representative, and construction team during design phase and construction.

One (1) virtual project meeting per month for a total of 9.

One (1) site visit to confirm existing conditions.



Summary: Base Services

Mechanical Engineering Services

- Heating, ventilation, and air conditioning.

Engineering Services Description

The following identifies our baseline services. We consider any services not listed below to be optional services.

Mechanical Engineering Services

Heating, Ventilation, and Air Conditioning Systems

- Heating and ventilation load calculations.
- Heating and ventilation system design to maintain an unclassified space per NFPA 820 Table 4.2.2 row 17a.
- Performance specifications for building climate control systems.
- Project management of the mechanical scope
- Quality assurance and coordination reviews at each deliverable.
- Project specifications in 6-digit CSI format.
- Cross discipline coordination.
- Assist the permitting process.
- An opinion of mechanical cost will be included at the 30%, 60%, 90%, and final submittals.

Bidding and Negotiations

The following identifies our baseline services. We consider any services not listed below to be optional services.

- Answer contractor questions during bidding phase.
- Issue addenda as required under the original design scope.



Exclusions and Clarifications

- Plumbing, electrical and fire protection design services.
- Energy and sustainable design services.
- Construction administration, separate proposal to be provided for this scope.
- Life cycle cost analysis for alternate mechanical.
- Structural calculations for the seismic restraint of mechanical equipment.
- Waterproofing details/requirements for building components.
- Commissioning and support of the commissioning process.
- Prebid and preconstruction meetings.
- Acoustical calculations for systems.

Fee

Phased Fixed Fee

<i>Phase</i>	<i>Mechanical Engineering</i>
Design and bid	\$23,490
Total Fee	\$23,490

Standard Reimbursable Expenses

Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

Project reimbursable costs are included in the amount above.

Additional Services

Services requested beyond those included in this proposal will be considered additional services and will be billed on an hourly basis. FSi will not proceed with services we consider to be in addition to the contract without first notifying you and obtaining your authorization.



Additional services will be billed at our standard hourly rates at the time the work is performed. Our current standard hourly rates are below.

Position	Hourly rate
Principal	\$325
Mechanical/Electrical Principal Engineer	\$275
Fire Protection Engineer	\$305
Project Manager A	\$215
Project Manager B	\$190
Mechanical/Electrical Engineer Level 7	\$210
Mechanical/Electrical Engineer Level 6	\$190
Mechanical/Electrical Engineer Level 5	\$185
Mechanical/Electrical Engineer Level 4	\$165
Mechanical/Electrical Engineer Level 3	\$150
Mechanical/Electrical Engineer Level 2	\$135
Mechanical/Electrical Engineer Level 1	\$125
Engineering Intern	\$105
CAD Manager	\$190
CAD Drafter A	\$140
CAD Drafter B	\$125
Project Accountant	\$155
Project Administration	\$125
Project Coordinator	\$130
Commissioning Lead	\$185
Commissioning	\$160



Expenses at cost plus 10% including:

- Subcontracted Services, Cost plus 10%
- Mileage at standard IRS allowable
- Parking
- Courier services, shipping
- Reproduction costs
- Travel outside 50 miles from office

This proposal is valid for 90 days from the date first written above. FSi reserves the right to modify or update this proposal after that date.

If you have any questions, or need additional information, please feel free to contact me.

Sincerely,

FSi Engineers

A handwritten signature in blue ink, appearing to read 'Jessica Moyer'.

Jessica Moyer
Associate Principal

EXHIBIT D5

April 3, 2026

Architectural Design Services Fee Proposal

Scope of Work: Architectural Services

Prepared for: BHC

Rolluda Architects will support the BHC in developing building-envelope rehabilitation documents for the City of Marysville WTP Pump Station, focused solely on addressing moisture intrusion at the roof (including positive drainage at roof) and clerestory window (currently plywood covered) assemblies. Services include one site visit, participation in 6 virtual design team meetings, and preparation of limited architectural drawings (roof plan and details, window details) in 2D AutoCAD (.dwg) and PDF formats and specifications at the 90% and Bid-Ready milestones. Deliverables at 50% milestone consist only of diagrams in PDF format. Work will be based on existing information provided by BHC, including available record drawings and a Matterport 3D scan (for visual reference only). The Architect will provide limited bid-phase support, responding to architectural questions during advertisement (limit 1 without additional services). The project will begin in April 2026; bid documents will be complete in December 2026, and the Bid phase will conclude in March 2027. The scope excludes preparation of floor plans, building elevations, building sections, construction-phase services, energy and storm drainage or infiltration analysis.

Architectural Project Responsibilities							
Site Visit	0	6	6	0	0	0	12
Analysis of documents, existing building, building requirements, jurisdictional requirements	0	2	4	0	4	0	10
Design Team Meetings (6 meetings, virtual)	0	6	6	0	6	0	18
50% Design (diagramatic)	0	4	4	0	8	0	16
90% Design drawings and draft specifications	0	4	8	4	18	0	34
Permit application support including permit corrections	0	2	2	0	4	0	8
100% Bid drawing and specifications	0	4	12	4	20	0	40
Bid support (limited to 1 bid RFI or addendum; additional provided at this rate per item)	0	2	2	0	4	0	8
QA/QC and project management; invoicing	2	4	4	0	0	4	14
	Principal/ President AR	Principal DES	Project Manager MP	Designer III RZ	Designer III AD	Contract Specialist JG	
Total Man Hours =	2	34	48	8	64	4	160
Salary Rates =	\$311.52	\$296.51	\$180.35	\$132.80	\$122.53	\$105.60	
Salary Subtotal =	\$623.04	\$10,081.34	\$8,656.80	\$1,062.40	\$7,841.92	\$422.40	\$28,687.90

Reimbursable Expenses:

Travel (2 trips: design phase) 75 miles RT x .725 per Mile \$108.75

Prepared By: Donn Stone/Matt Purvis	Date: April 3, 2026	Total Design Fees = \$28,796.65
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EXHIBIT E
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.



Agenda Bill

AGENDA ITEM NO. 13.

DATE: May 11, 2026

SUBMITTED BY: Thadd Zehnder, Project Engineer

PRESENTED BY: Thadd Zehnder, Project Engineer

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Local Programs State Funding Agreement and State Funds Project Prospectus with WSDOT for the Safe Routes To School Grant — Shoultes Elementary School

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Programs State Funding Agreement and State Funds Project Prospectus with WSDOT for construction of the Shoultes Elementary School Safe Routes to School project.

SUMMARY:

The City was awarded \$394,073 in State funds through WSDOT's Safe Routes to School program for construction of improvements along 51st Ave NE from 132nd St NE to 135th PL NE. Improvements include new sidewalk along the east side of 51st along with new curb and gutter, Revised channelization, ADA improvements (ramps and crosswalks), signage, and stormwater improvements to handle the runoff that will be collected by the new curb and gutter. Stormwater improvements will consist of several proprietary units, Contech Stormfilters, and several infiltration facilities. These funds, in combination with \$253,875 in funding received from the Washington State Department of Ecology through a Stormwater Financial Assistance Program grant and City funds, will be utilized to construct the improvements. This Ecology grant has also funded a portion of the design and will fund a portion of the construction management and closeout phases of the project.

State funds are administered through WSDOT and a Local Programs State Funding Agreement and State Funds Project Prospectus are required to obligate state funds for construction. The agreement ensures that state funds for the agreed amount are spent

in accordance with applicable laws and regulations. The prospectus serves as the support document for authorization of state funds.

ATTACHMENTS:

Shoulters Safe Routes to School



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville 501 Delta Avenue Marysville, WA 98270	
Agreement Number	Project Number	Description of Work (See also "Exhibit A") Project proposes to add roughly 1050 ft of new sidewalk along the east side of 51st Ave NE install speed feedback signs and relocate RRFBs, revise channelization, ADA Improvements, and add drainage features. See attached project summary, Exhibit A.	
Project Title Shoultes Elementary School Safe Routes to School			
Termini 132nd ST NE to Shoultes Elementary (135th PL NE)		Advertisement Date 6/3/2026	Indirect Cost Rate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

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

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

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency			
	b. Other			
	c. Other			
	d. State Services			
	e. Total PE Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract	\$ 1,394,700.00	\$ 1,000,627.00	\$ 394,073.00
	l. Other CM Consultant	\$ 25,680.00	\$ 25,680.00	
	m. Other			
	n. Other			
	o. Agency	\$ 63,050.00	\$ 63,050.00	
	p. State Services	\$ 2,000.00	\$ 2,000.00	
q. Total CN Cost Estimate	\$ 1,485,430.00	\$ 1,091,357.00	\$ 394,073.00	
r. Total Project Cost Estimate	\$ 1,485,430.00	\$ 1,091,357.00	\$ 394,073.00	

**I
General**

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

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

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

**II
Payment**

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

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

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

**III
Audit**

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

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

AGENCY

By: _____

Title:

Agency Date: _____

**IV
Legal Relations**

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

**V
Nondiscrimination**

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

**VI
Venue**

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

**VII
Termination**

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

**VIII
Final Report and Final Inspection**

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

Non-Capital Projects

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

Capital Projects

1. A final inspection is required.

**IX
Supplement**

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

STATE

By: _____

Director, Local Programs

Date Executed: _____

EXHIBIT A

Project Summary

Program: Safe Routes To School

Date: June 2021

Agency: Marysville

Project Title: Shoultes Elementary Safe Routes to School

Project Description: Marked crosswalk (includes illumination), rectangular rapid flashing beacon, road reconfiguration, speed feedback signs, ADA curb ramp retrofits, sidewalk with curb

Detailed Project Description:

- 1) Intersection of 51st Ave NE and 134th PL NE improvements:
 - a. Marked crosswalk (including illumination)
 - b. Rectangular rapid flashing beacons relocated
 - c. ADA curb ramp retrofits
- 2) 51st Ave NE between 132nd St NE and 136th ST NE install:
 - a. Approximately 1300 feet of lane reduction (road reconfiguration)
 - b. Approximately 1050 feet of sidewalk 6 foot wide or greater with curb and gutter on the west side of the road
 - c. Two speed feedback signs
 - d. ADA curb ramp retrofits
 - e. Crosswalk markings at Shoultes Elementary driveways

Project Schedule:

Begin PE	7/21
Environmental Documents Approved	12/22
Right-of-Way Approved	N/A
Estimated Contract Ad	3/24
Estimated Contract Award Date	5/24
Open to Traffic	10/24


Project Cost and Award Amount:

Phase	Total Project Cost	Amount Requested	Amount Awarded
Preliminary Engineering	\$73,889	\$0	\$0
Right-of-Way	\$111,000	\$0	\$0
Construction	\$492,591	\$394,073	\$394,073
Total	\$677,480	\$394,073	\$394,073

If you agree to the project summary described above, please sign below and return to [Charlotte Claybrooke](#) or [Brian Wood](#).

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Jeff Laycock, PE

Approving Authority Signature:  _____

Date: June 10, 2021



State Funds Project Prospectus

Project Number		Date	5/6/2026
Local Agency Project Number	R2103	Statewide Vendor Number	SWV0000432

Agency City of Marysville					
Project Title Shoultes Elementary School - 51st AVE NE Improvements		Start Latitude N 48.1149 End Latitude N 48.1180		Start Longitude W 122.1624 End Longitude W 122.1625	
Project Termini From 132nd ST NE		Nearest City Name Marysville			Project Zip Code (+4) 98271-7765
Project Termini To Shoultes Elementary School (135th PL NE)		City Number 0745	County Number 31	County Name Snohomish	
Begin Mile Post NA	End Mile Post NA	Length of Project 0.24	WSDOT Region Northwest Region	Legislative District(s) 39	Congressional District(s) 1

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 249,600	\$ 249,600		JAN	2023
R/W	\$ 117,800	\$ 117,800		NOV	2025
Const.	\$ 1,485,500	\$ 1,091,400	\$ 394,100	June	2026
Total	\$ 1,852,900	\$ 1,458,800	\$ 394,100		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width Varies, 30-35 ft	Number of Lanes 2
51st AVE NE is an existing 2-way street with limited sidewalks on either side. No curb and/or gutters are present on either side. Limited crosswalks and associated ADA facilities exist.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) Project proposes to add roughly 1050 ft of new sidewalk along the east side of 51st Ave NE. Project will also install speed feedback signs and relocate RRFBs. Revised channelization will also be part of this project along with several new ADA compliant crosswalks. Drainage improvements will also take place to manage the stormwater being captured by the new curb and gutter associated with the new sidewalk.

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

Agency City of Marysville	Project Title Shoultes Elementary School - 51st AVE NE Improvem	Date 5/6/2026
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width Varies 29-30ft +/-	Number of Lanes 2
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Bicycle <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Performance of Work

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

Right of Way

No Right of Way Needed Right of Way Needed

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

Utilities

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

Railroad

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

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

Several Franchise Utilities (PUD, Zply, Comcast, Astound) have aerial lines and associated poles that will need to be relocated as well as one underground service maintained by Zply.

Remarks

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

Agency _____
 Date _____ By _____
 Mayor/Chairperson



Agenda Bill

AGENDA ITEM NO. 14.

DATE: May 11, 2026

SUBMITTED BY: Pat Gruenhagen, Senior Project Manager

PRESENTED BY: Pat Gruenhagen, Senior Project Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental No. 1 to the Local Agency Agreement and the Local Agency Federal Aid Project Prospectus with the WSDOT for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project.

SUMMARY:

On January 10, 2024, the City was awarded \$3,602,000 in Federal funds through the National Highway System (NHS) Asset Management Program — for a construction project that proposes to implement pavement rehabilitation along a 1.5 mile segment of the Ingraham Boulevard and 84th Street NE corridor. Improvements – involving a 2-inch grind and overlay and, where necessary, full depth pavement repairs – will extend from 67th Avenue NE in the west to State Route 9 in the east. Subsequent to award of the Federal grant, the City entered into a local agency agreement with WSDOT on August 10th 2025, and the design phase of the project began shortly thereafter.

Since that time, the City has successfully advanced the project to 100% design completion, obtained all permits and NEPA environmental clearance, and the lone right of way acquisition for the project will soon be complete. The project is therefore poised for construction this summer. Accordingly, the attached Local Agency Agreement Supplement 1 provides the framework for authorization of Federal construction funding

and, in turn, advertisement of the project for construction. As is customary for projects with NHS funding, Federal funds are administered through WSDOT, and a Local Agency Agreement/supplement and Local Agency Federal Aid Project Prospectus are required in order to obligate (authorize) Federal funds for each phase of work. The Local Agency Agreement ensures that Federal funds for the agreed amount are spent in accordance with applicable laws and regulations. The Project Prospectus serves as the support document for authorization of Federal funds. Of note, the federal funding for this project was increased to \$4,208,600 to account for higher than anticipated construction cost estimate than previously submitted at time of grant application and award of the funds.

ATTACHMENTS:

NHPP-2670(002) CN Funds Obligation Package_Cons

Agency City of Marysville		Supplement Number 01
Project Number NHPP-2670(002)	Agreement Number LA11216	ALN. 20.205 - Highway Planning and Construction Federal Highway Administration (FHWA)

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

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Ingraham Blvd. and 84th St. NE Pavement Preservation

Length 1.5 miles

Termini 67th Avenue NE (West) / State Route 9 (East)

Description of Work ✓ No Change

Reason for Supplement

Authorize construction funds

Indirect Cost Rate Yes No

Project Agreement End Date 12/31/2029

Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	48,000.00		48,000.00	0.00	48,000.00
	b. Other Consultant	446,000.00		446,000.00	0.00	446,000.00
Federal Aid Participation Ratio(s) for PE	c. Other			0.00	0.00	
	d. State Services	5,000.00		5,000.00	0.00	5,000.00
	e. Total PE Cost Estimate	499,000.00	0.00	499,000.00	0.00	499,000.00
RW 0 %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate	0.00	0.00	0.00	0.00	0.00
CN 100 %	k. Contract		3,234,451.00	3,234,451.00		3,234,451.00
	l. Other Contract		30,000.00	30,000.00	30,000.00	
Federal Aid Participation Ratio(s) for CN	m. Other CM Consultant		445,149.00	445,149.00		445,149.00
	n. Other			0.00		
	o. Agency		30,000.00	30,000.00		30,000.00
	p. State Services		4,000.00	4,000.00	4,000.00	
	q. Total CN Cost Estimate	0.00	3,743,600.00	3,743,600.00	34,000.00	3,709,600.00
	r. Total Project Cost Estimate	499,000.00	3,743,600.00	4,242,600.00	34,000.00	4,208,600.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By
Title
Agency Date

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Agency City of Marysville		Supplement Number 01
Project Number NHPP-2670(002)	Agreement Number LA11216	ALN 20.205 - Highway Planning and Construction Federal Highway Administration (FHWA)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	5/4/2026
Federal Aid Project Number	NHPP-2670(002)		DUNS Number	076658673
Local Agency Project Number	R-2504		Federal Employer Tax ID Number	91-6001459

(WSDOT Use Only)

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Ingraham Blvd & 84th St NE Pvmnt Preservation		Start Latitude N 48.0743 End Latitude N 48.0719	Start Longitude W -122.1396 End Longitude W -122.1126	
Project Termini From-To 67th Ave. NE (west) State Route 9 (east)		Nearest City Name Marysville	Project Zip Code (+4) 98270+4540	
Begin Mile Post N/A	End Mile Post N/A	Length of Project 1.5 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID 2670	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31
County Name Snohomish		WSDOT Region Northwest Region		Legislative District(s) 39
Congressional District(s) 1		Urban Area Number 1		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	499,000	0	499,000	7/2025	
R/W	50,000	50,000	0	2/2026	
Const.	3,743,600	34,000	3,709,600	6/2026	
Total	4,292,600	84,000	4,208,600		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 28 ft. to 52 ft.	Number of Lanes 2
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The existing roadway is posted at 35mph and is exhibiting longitudinal cracking, block cracking, spalling, and general surface wear. Average Daily Traffic is 9,400 vehicles per day including 29 bus trips per day.

Description of Proposed Work

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

The project will include a full width grind and 2-inch overlay, pavement repair where necessary, upgrade of curb ramps to meet ADA standards (including improvements at signalized intersections triggered by ramp upgrades), loop detection and video detection, utility adjustments, and pavement markings.

Local Agency Contact Person Patrick Gruenhagen	Title Senior Project Manager	Phone 360.363.8281
Mailing Address 501 Delta Avenue	City Marysville	State WA
	Zip Code 98270	
Project Prospectus	By _____ Approving Authority	
	Title Engineering Services Director	Date

Agency City of Marysville	Project Title Ingraham Blvd & 84th St NE Pvmt Preser	Date 5/4/2026
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Type of Proposed Work				
Project Type (Check all that Apply)		Roadway Width	Number of Lanes	
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	28' to 52'	2	
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities			<input checked="" type="checkbox"/> 3-R
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking			<input type="checkbox"/> 2-R
<input type="checkbox"/> Bridge				<input type="checkbox"/> Other

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Urban
	<input type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input checked="" type="checkbox"/> NHS	<input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35mph	
Design Speed	40mph	
Existing ADT	9400	
Design Year ADT	12240	
Design Year	2046	
Design Hourly Volume (DHV)	1190	

Performance of Work			
Preliminary Engineering Will Be Performed By Consultant		Others 95 %	Agency 5 %
Construction Will Be Performed By Contractor		Contract 100 %	Agency 0 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

The project lies adjacent to residential neighborhoods and is in close proximity to Marysville Getchell High School. As a result, we will need to remain mindful of the need to "be a good neighbor" during construction - striving to minimize noise and traffic impacts. Moreover, the project traverses sensitive areas and a tributary to Quilceda Creek to the west. While the nature of this project should not give rise to impacts to these bodies of water, they will need to be considered during design and construction. No new impervious areas will be created by way of this project, and all storm-water generated during construction will be collected, conveyed and treated in accordance with an approved Storm Water Pollution Prevention Plan.

Agency City of Marysville	Project Title Ingraham Blvd & 84th St NE Pvmt Preser	Date 5/4/2026
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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Utilities

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

Railroad

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

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

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

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

Agency City of Marysville

Date

By _____ Mayor/Chairperson



Agenda Bill

AGENDA ITEM NO. 15.

DATE: May 11, 2026

SUBMITTED BY: Tara Mizell, Parks Director

PRESENTED BY: Tara Mizell, Parks Director

ITEM TYPE: Special Event Permit

AGENDA SECTION: New Business

SUBJECT:
2026 Strawberry Festival Permit Proposal

SUGGESTED ACTION:
Recommended Motion: I move to approve the 2026 Strawberry Festival Permit Proposal submitted by Maryfest, Inc. to be held June 14, 2026–June 21st, as recommended by city staff.

SUMMARY:
This permit is required yearly as part of the city's agreement with Maryfest. It outlines all the activities held the week of the festival, provides contact information for each event and a list of agreed-upon items the city will provide for the festival.

ATTACHMENTS:
2026 Strawberry Festival Permit with Maps



2026 Strawberry Festival Permit Proposal

Prepared for: City of Marysville

Prepared by: Maryfest, Inc.

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

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SPONSORING ORGANIZATION INFORMATION**Applicant / Sponsoring Agency**

Sponsoring Agency: Maryfest Incorporated
 Business Mailing Address: PO Box 855,
 Marysville, WA, 98270
 Business Physical Address: 5019 Grove St., Unit #103
 Marysville, WA, 98270
 Business Telephone: 360-659-7664
 Business Fax: 360-651-9854
 Website: www.maryfest.org
 Tax Identification #: 23-7432611

Sponsoring Agency Officials of Record:

Name:	Gail Frost	Title: President
Telephone:	Cell: 206-777-5282	Work: 360-659-7664
Name:	Tom King	Title: Vice President
Telephone:	Cell: 425-238-0994	Work: 360-659-7664
Name:	Carolina Garcia	Title: Secretary
Telephone:	Cell: 360-775-8689	Work: 360-659-7664
Name:	Karen Hammontree	Title: Treasurer
Telephone:	Cell: 425-870-1632	Work: 360-659-7664

ORGANIZATION

History:

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

Mission Statement:

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

Legal Structure:

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

Membership and Funding:

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

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

INSURANCE / ADVERTISING

Insurance:

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

The local insurance agent for Maryfest, Inc.:

Farmers Insurance, Gus Calero Insurance Agent

1235 State Avenue

Marysville, WA, 98270

360-659-4114 or 425 493-7444

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

Our current policy covers Maryfest, Inc., from January 25th, 2026 through January 25, 2027 copy of coverage is attached to this application for the City of Marysville records.

Advertising:

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

OPERATIONS

Portable Restroom Placement:

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

SATURDAY, June 20th, 2026, a total of fifteen (15) **STANDARD RESTROOM UNITS** will be placed in the following locations:

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

THURSDAY, June 18th, 2026 early morning delivered to Asbery Field, for the Market

- 15 Standard Restroom units
- 4 ADA Compliant unit
- 8 free-standing Sinks
- 1 Holding tank

THURSDAY, June 18th, 2026, one each delivered to 3rd Street and Columbia for the Trike Race and Car show.

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

OPERATIONS, Continued

Risk Management Plans:

Maryfest, Inc. is currently working with the City of Marysville to develop and update all disaster preparedness plans for the 2026 Strawberry Festival. All evacuation and disaster plans will be approved and in place prior to June 1st, 2026.

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

Risk Assessment Manager:

Gail Frost

Cell: 206-777-5282

Evacuation Plans:

MARKET IN THE PARK Safety and Evacuation Plan:

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

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

Parade Route Safety features and Evacuation Plan:

Special venue safety requirements and Evacuation Plans:

Beer Garden safety features and Evacuation Plan:

Carnival Site Safety Requirements and Evacuation Plan:

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

OPERATIONS, Continued

Crowd Managers

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

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

Parades, 2026

Wenatchee Apple Blossom	May 2 nd
Sequim	May 9 th
Hyack, BC	May 23 rd
Portland	June 6 th
Marysville	June 20 th
Everett	July 4 th
Olympia	July 18 th
Seattle Seafair	July 25 th
Penticton, B.C.	August 8 th
Leavenworth	September 26 th
Merrysville Holiday Light	December 5 th

EVENTS

Events by Day, 2026:

Sunday, June 14th

8:00 a.m. to 5:00 p.m. Golf Tournament – Cedarcrest Golf Course

Monday, June 15th

6:00 p.m. to 8:00 p.m. Berry Roll - Free skating for families 7313 44th Ave NE

Wednesday, June 17th

3:00 p.m. to 5:00 p.m. Berry Bowl - Free bowling for youth 14 and under. Marysville

Strawberry Lanes 1067 Columbia Ave

Thursday, June 18th

4:00 p.m. to 8:00 p.m. Beer Garden - Columbia Ave

6:00 p.m. to 8:00 p.m. Trike Race 3rd Road Closed 3-9:30 pm

4:00 p.m. to 10:00 p.m. Carnival- Marysville Middle School Athletic Field – Family Night

Friday, June 19th

9:00 a.m. to 5:00 p.m. Pickleball Tournament- Jennings Park

2:00 p.m. to 9:00 p.m. Market-Totem Middle School- Asbery Field

4:00 p.m. to 10:00 p.m. Carnival- Marysville Middle School-athletic Field

12:00 p.m. to 10:00 p.m. Rotary Beer Garden - 7th Street

Saturday, June 20th

Noon to 11 p.m.	Rotary Beer Garden
9:00 a.m. to 5 p.m.	Pickleball Tournament - Jennings Park
1:00 p.m. to 5:00 p.m.	Beanbag/Cornhole Tournament-Behind 5 Rights Brewery, 3rd Street
12 noon to 11:00 p.m.	Carnival- Marysville Middle School-athletic Field
10:00 a.m. to 9:00 p.m.	Market- Totem Middle School- Asbery Field
9:30 a.m. to 10:00 a.m.	Rose-Planting Ceremony- Totem Middle School- on State Strawberry
11:00 a.m. to 12:00 p.m.	Shortcake Eating Contest- Asbery Field
5:00 p.m. to 9:00 p.m.	GRAND PARADE-Down State Ave from 76th Street to Delta

Sunday, June 21st

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

***Carnival hours are weather permitting if necessary.

EVENT CONTACT INFORMATION

Golf Tournament

Date: Sunday, June 14
 Time: 8:00 a.m. to 4:00 p.m.
 Location: Cedarcrest Golf Club
 Contact: Colin Blake 360-927-1063

Pickleball tournament

Date: Friday, June 19, 20, 21
 Time: 9:00 a.m. to 5:00 p.m.
 Location: Jennings Park
 Contact: Randy Gritton 425-239-9651

Trike Race

Date: Thursday, June 18
 Time: 6:00 p.m. to 9:00
 Location: 3rd Street between State and Third Books
 Rotary Beer Garden - location Columbia Street
 Contact: Jess Leonard, 425-314-8964

Fantastic Carnival

Dates: Thursday, June 18 - Sunday, June 21
 Time: Weather determines time
 Location: Marysville Middle School
 Contact: Fantastic Rob Rue 503-761-0989 or 503-519-8388,
 Carrie 503-519-8401

 Local Contact: Gail Frost 206-777-5282

Market in the Park

Dates: Friday, June 19 - Sunday, June 21
 Times: Friday: 2:00 p.m. to 9:00 p.m.
 Saturday: 10:00 a.m. to 9:00 p.m.
 Sunday: 10:00 a.m. to 5:00 p.m.
 Location: Totem Middle School- Asbery Field
 Contact: Tom King 425-238-0994
 Veronica Hamblin 425-870-4275

EVENT CONTACT INFORMATION - Continued

Strawberry Shortcake Eating Contest

Date: Saturday, June 20

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

Location: Totem Middle School- Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275

CP Wrestling

Date: Saturday, June 20

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

Location: Totem Middle School-Asbery Field

Contact: Doug Buell 425-308-2716

Rose-Planting Ceremony

Date: Saturday, June 20

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

Location: Totem Middle School along State Ave.

Contact: Gail Frost 206-777-5282

GRAND PARADE

Date: Saturday, June 20

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

Location: State Avenue from 76th to Delta

Contact: Gail Frost 206-777-5282

Seafair Lead Marshall - Vicky Hoyt 206-999-1592

VIP Transportation

Dates: Friday, June 19 to Saturday, June 20

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

Location: State Avenue

Contact: Jay Kint 425-346-5064

Car Show

Date: Sunday, June 21st

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

Location: 3rd Street

Contact: Colin Blake 360-927-1063

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

Date: Saturday, June 20

Time: 1:00 p.m. to 5:00 p.m.

Location: Alley behind 5 Rights Brewery on 3rd Street

Contact: Steve Smith 425-814-6034

Rotary Beer Garden

Dates: Friday, June 19 to Sunday, June 21

Times: Friday - 12 pm - 10 pm

Saturday-12 pm -11 pm

Sunday-12 pm -4 pm

Location: 7th Street, Alder to Quinn

Contact: Doug Buell 425 308-2716

Berry Roll

Date: Monday, June 15

Time: 6:00 p.m. 8:00 p.m.

Location: Marysville Skate Center

Contact: Michael Louis 253-230-7603

Berry Bowl

Date: Wednesday June 17

Time: 3:00 p.m. to 5:00 p.m.

Location: Strawberry Lanes Bowling Alley

Contact: Margie & Scott Wells 360-659-7641

Street Closures, 2026

Thursday, June 18 - 7th Street Closed from Quinn to Alder - Closed until Monday, June 22

Thursday, June 18- Columbia Ave Closed 2nd St to 3rd St Alley - Barricades to be dropped off on Wednesday, June 17.

"NO PARKING AFTER 1:00 PM THURSDAY, JUNE 18" Signs posted with Barricades on 3rd from State Ave to Alder St, and Columbia from 2nd St to 3rd St Alley for Trike Race

"NO PARKING AFTER 1:00 PM SATURDAY, JUNE 20 Signs posted with barricades on 5th and 6th from State to Delta and Delta from 5th to Marysville Community Center.

"NO PARKING AFTER 6 AM SUNDAY, JUNE 21 Signs posted with Barricades on 3rd and Alder and between 2nd Street and 4th Street for Car Show

"NO PARKING AFTER 8 pm Wednesday, June 17 to SUNDAY, June 21 Signs posted with Barricades 7th Street from Alder to Quinn

Saturday, June 20

- 3:00 pm. Close State to 4th
- Rolling close to start on 80th & State
- Going South on State Avenue from 80th & Grove and Grove to 5th
- 76th St from State Ave to 43rd
- 6th Street to 10th from State Avenue to Columbia
- 6th Street to 9th from State Avenue to Delta

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

Sunday, June 21

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

Engineering Services Department Assistance, 2026:

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

May 1st, prior to Festival, until Monday, June 22

ALL FESTIVAL BANNERS TO BE HUNG UP

Wednesday, June 17

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

Wednesday, June 17

BEER GARDEN: Barricades after 3pm on 7th Street from Alder to Quinn

Beer garden will be setting up Thursday

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

Saturday, June 20

2:00 p.m. to End of event

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

Utilities and Maintenance Services Assistance, 2026:

Sanitation Department

Thursday, June 18- Sunday, June 21, 9:00 a.m.

Dumpsters for **MARKET**

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

****Service is requested once per day in AM on all dumpsters**

Trash totes on 3rd Street for Trike Races - Pick up on Friday Morning

Saturday, June 20

GRAND PARADE:

Trash containers 1 1/2 block intervals on State Ave from 76th to 5th Street

Sunday, June 21

Trash totes on 3rd Street for Car Show - Pick up on Monday Morning

Police Assistance. 2026:

Saturday, June 20

Grand Parade: 2:00 p.m.(briefing) to End of Event

Assistance with crowd control and street closures

Escort floats from Beach to 80th Street to School District Building

Need police car at end of parade to stop traffic interfering with end of parade

*Seafair Marshalls will assist in crowd control and at end of parade
(Vicky Hoyt 206-999-1592)

Market Security:

Private security will provide afterhours patrols. Security Firm contact will be given to the Marysville Police Department.

Dates and times contact security is provided:

Thursday, June 18

Friday, June 19

Saturday, June 20

***Hours for all three (3) nights: 9:00 p.m. to 6:00 a.m.

Carnival:

Carnival Manager will contact Marysville Police Department for any security needs. **Maryfest. Inc. is NOT responsible for Carnival security.**

Fire Department Assistance, 2026:

Thursday, June 18

Funtastic will call for inspection the day the carnival opens.

Friday, June 19

Market food truck and site inspection at noon.

Saturday, June 20

2:30 p.m. to 3:30 p.m.

Grand Parade:

Fire Marshall requested at Marysville School District Administrative Offices for Float Inspections.

MARKET:

All food vendors and mobile food vendors will be required to have a fire inspection prior to Opening. They can contact the fire inspection line at 360-363-8525 to have the inspection Scheduled prior to the event. If any mobile food vendor has a current inspection from the Regional Fire Marshalls and Mobile Food Inspection Program, it will need to be displayed for the inspector.

Any Questions may be directed to the Fire Department by emailing: mfinspectors@mfdafa.org Or by calling the inspection line at 360-363-8525.

Emergency Management Assistance, 2026

Leading up to the festival, City of Marysville Emergency Management is available to support event emergency preparedness planning.

Saturday, June 20

Grand Parade: 2:00 p.m. to End of Event

Support for event coordination and incident management

Parks and Recreation Assistance, 2026

Thursday June 18, 9:30 a.m.




Market: Usage from 8:00 a.m. Thursday, June 18, to Sunday, June 21

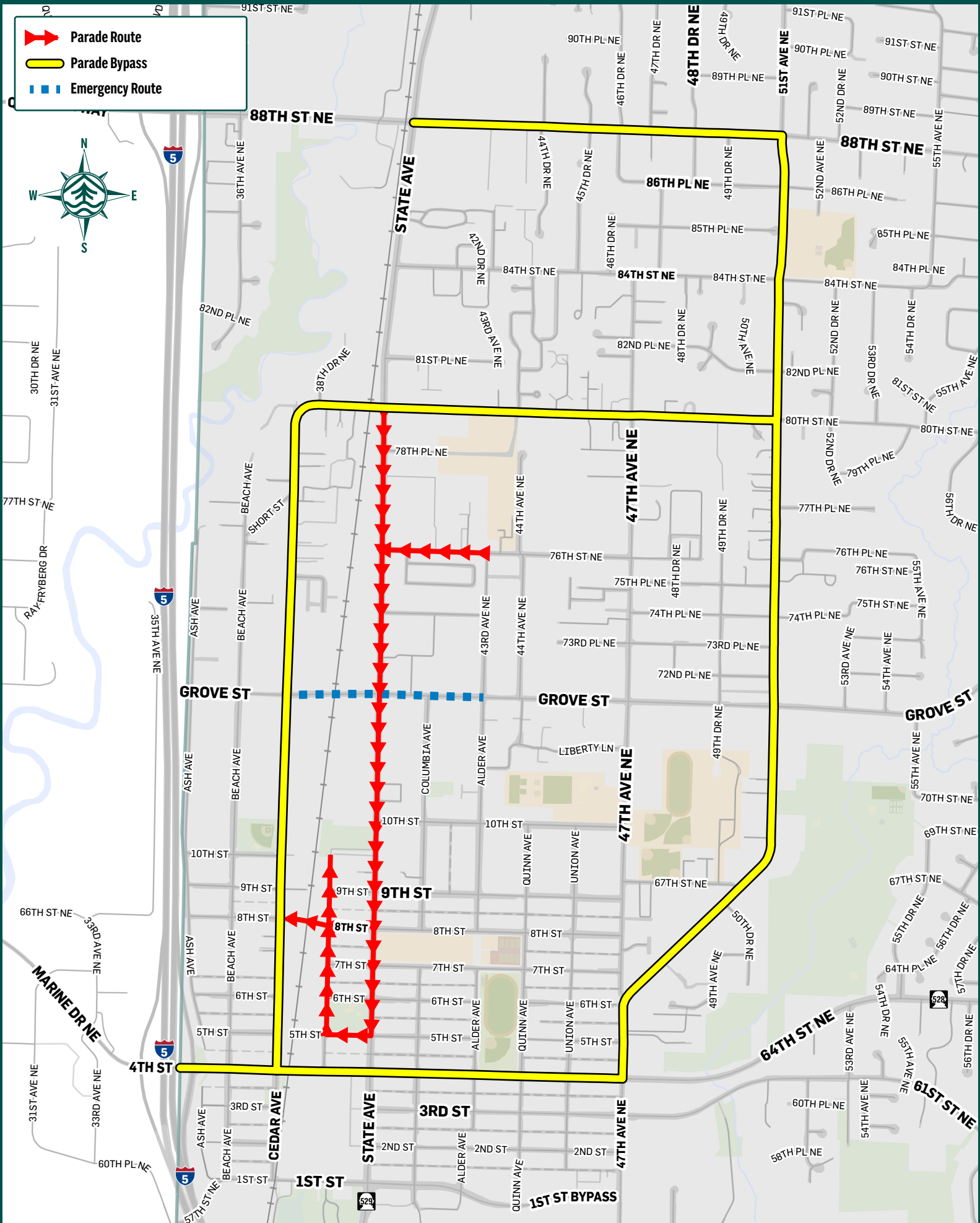
10 to 12 picnic tables to be used in Food Court

- Tables to be delivered Thursday morning

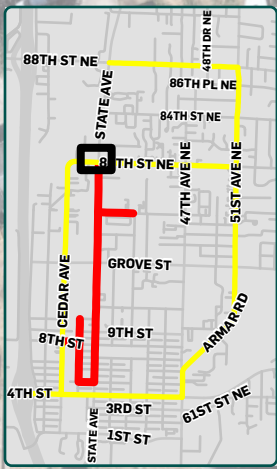
*****Special Conditions Exhibit A**

Beer and Wine Garden: If the Festival Applicant hosts or allows any vendor to operate a Beer and Wine Garden, the Festival Applicant and the vendor must show full compliance with all applicable applications, permits, insurance requirements, laws, regulations and codes within 15 days (time period) prior to the event

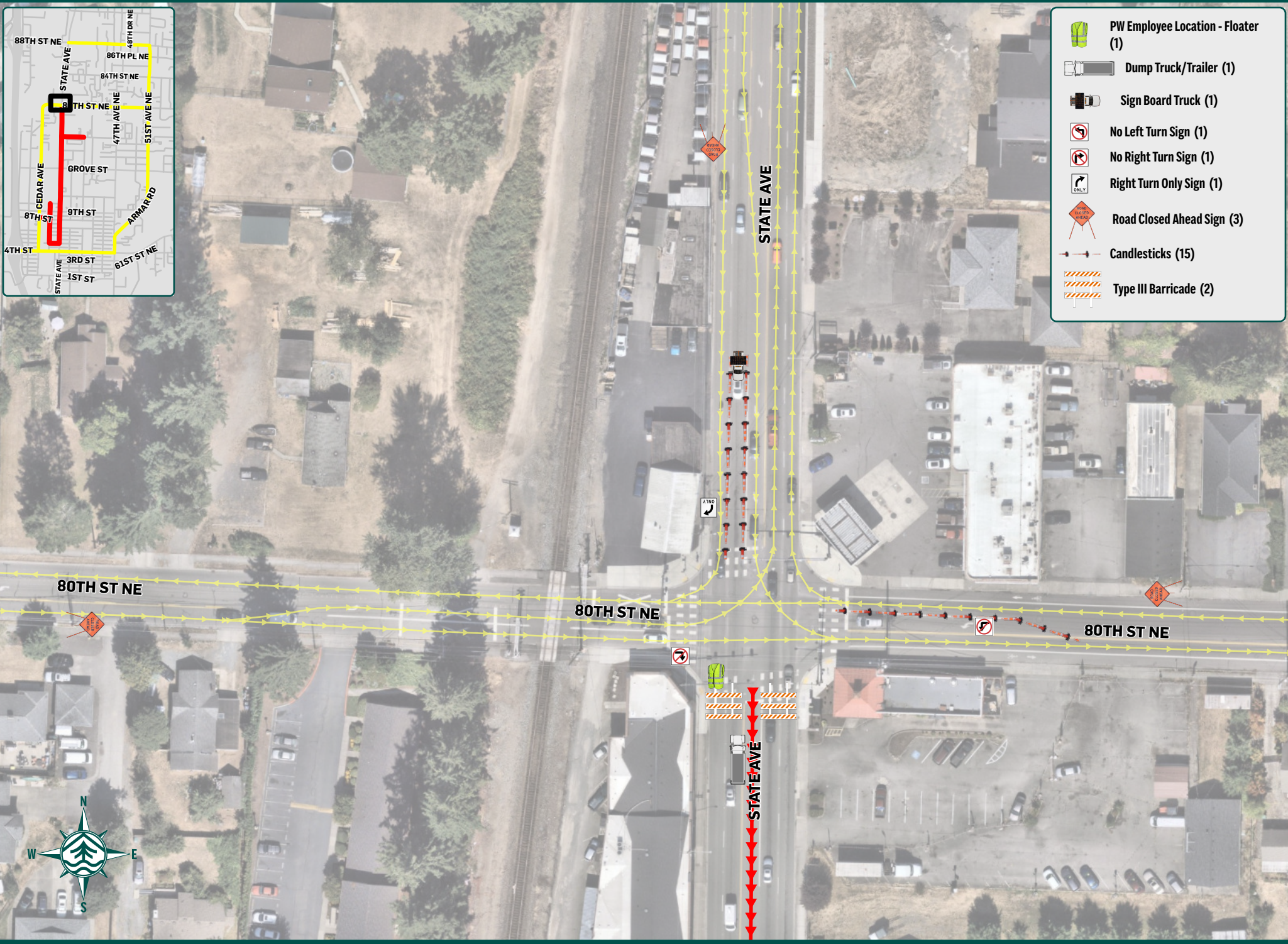
-  Parade Route
-  Parade Bypass
-  Emergency Route



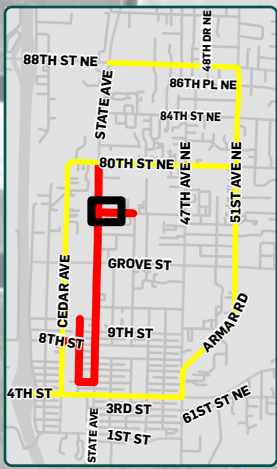
Strawberry Festival Parade Route Overview



- PW Employee Location - Floater (1)
- Dump Truck/Trailer (1)
- Sign Board Truck (1)
- No Left Turn Sign (1)
- No Right Turn Sign (1)
- Right Turn Only Sign (1)
- Road Closed Ahead Sign (3)
- Candlesticks (15)
- Type III Barricade (2)



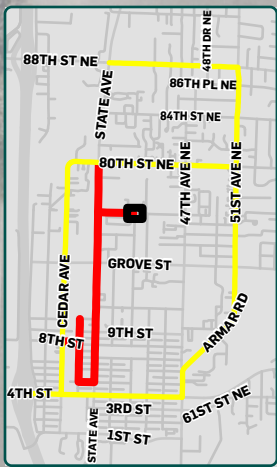
Strawberry Festival Parade - 80th St NE & State Ave






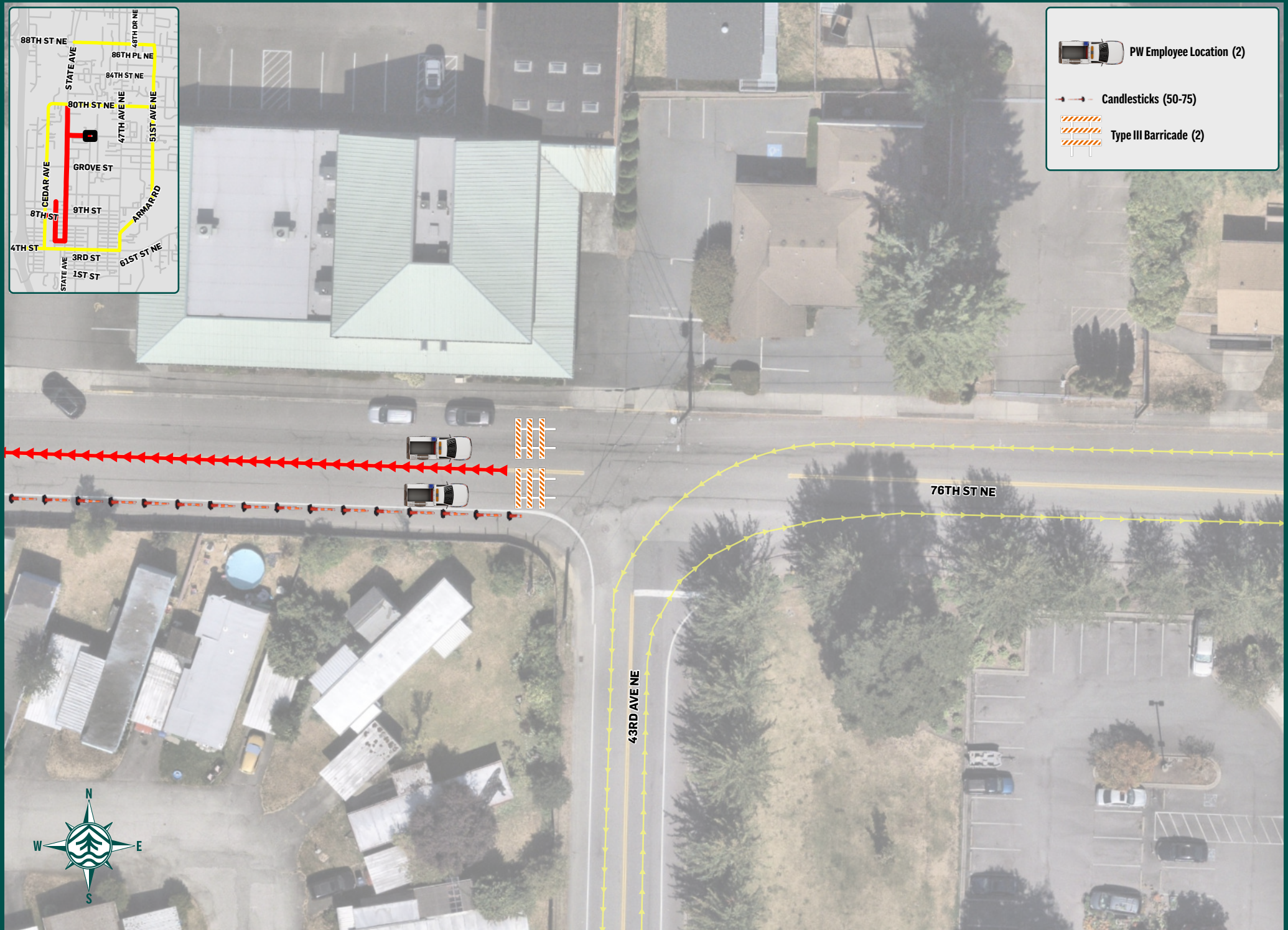
-  Candlesticks (50-75)
-  Type I Barricade (4)
-  Type III Barricade (2)



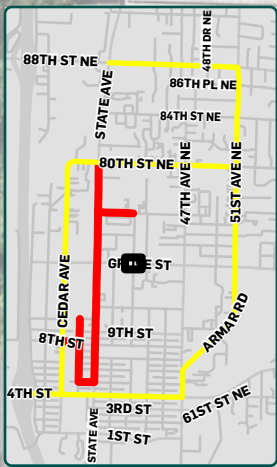
Strawberry Festival Parade - 76th St NE & State Ave






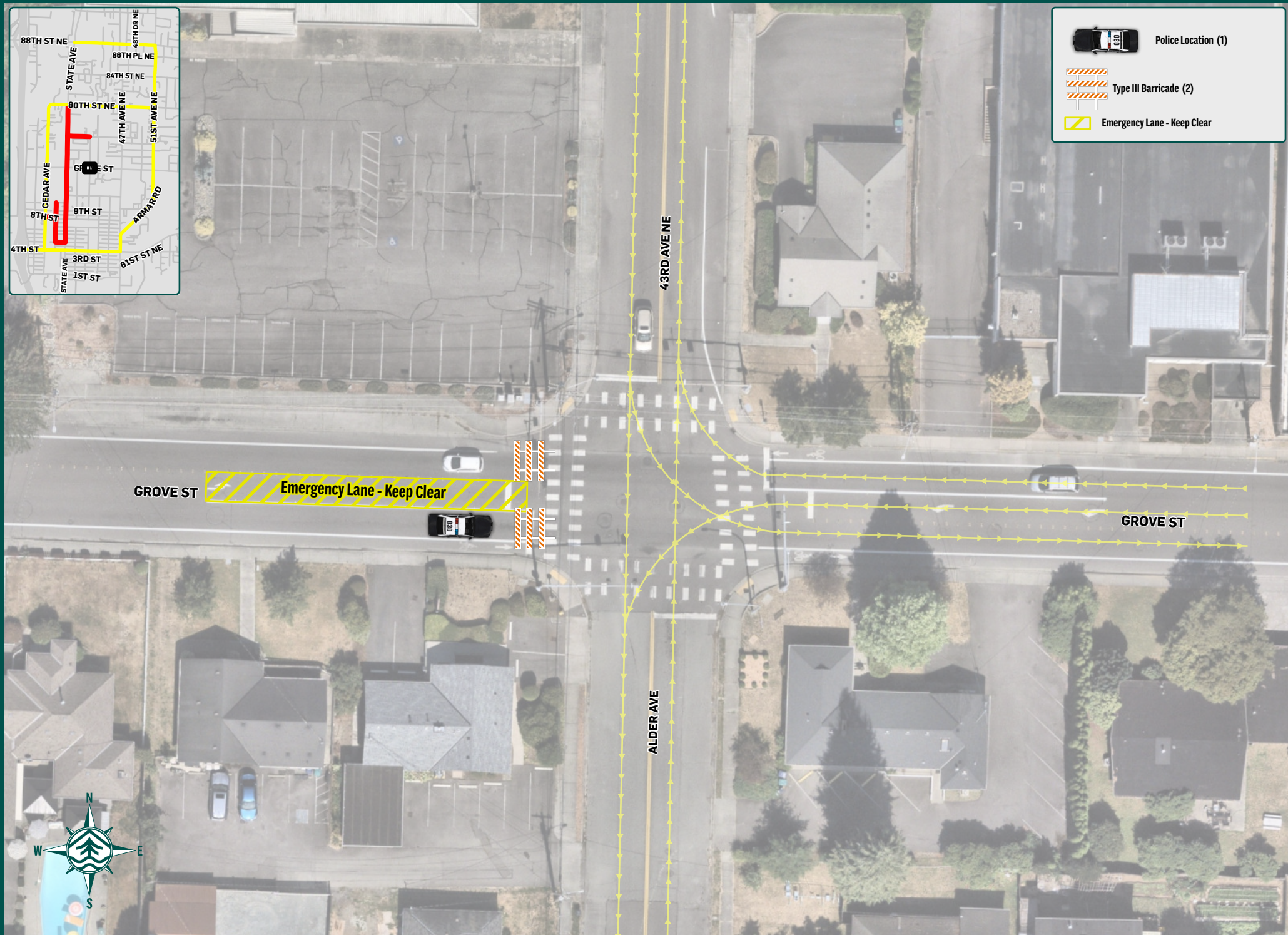
-  PW Employee Location (2)
-  Candlesticks (50-75)
-  Type III Barricade (2)



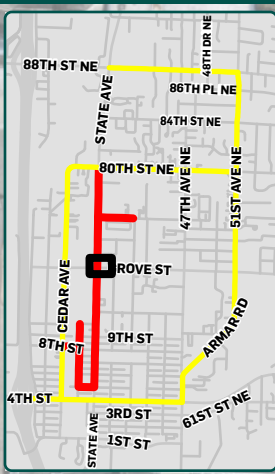
Strawberry Festival Parade - 76th St NE & 43rd Ave NE







-  Police Location (1)
-  Type III Barricade (2)
-  Emergency Lane - Keep Clear



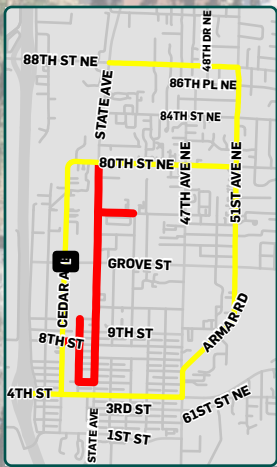
Strawberry Festival Parade - Grove St & Alder Ave



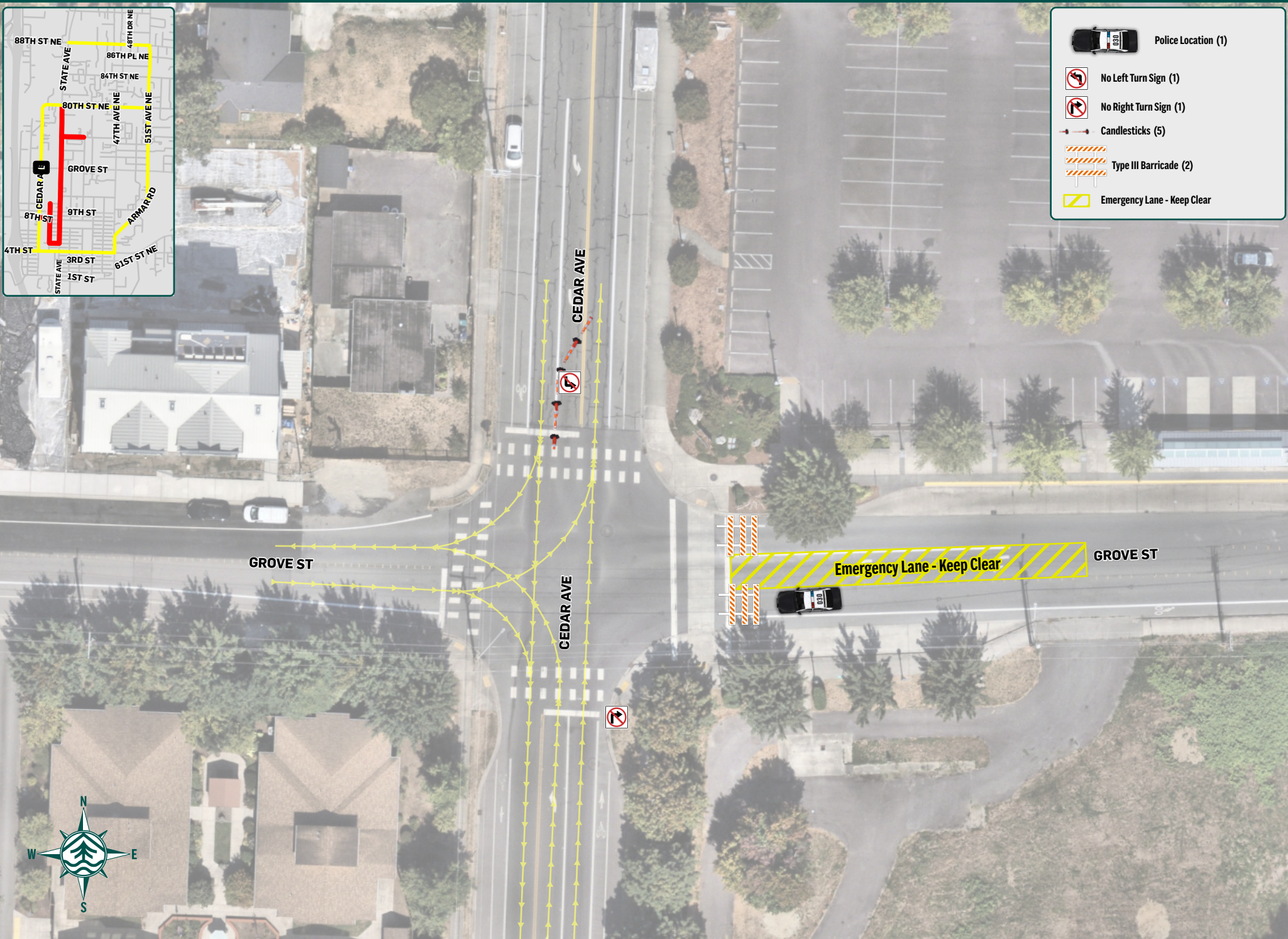
-  Police Location (2)
-  Candlesticks (10)
-  Type III Barricade (4)
-  Emergency Lane - Keep Clear



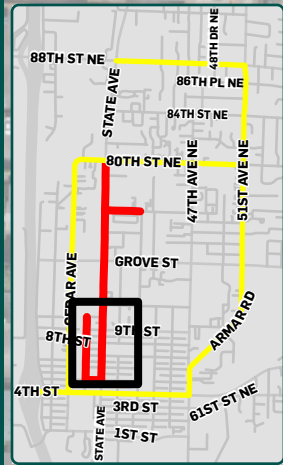
Strawberry Festival Parade - Grove St & State Ave



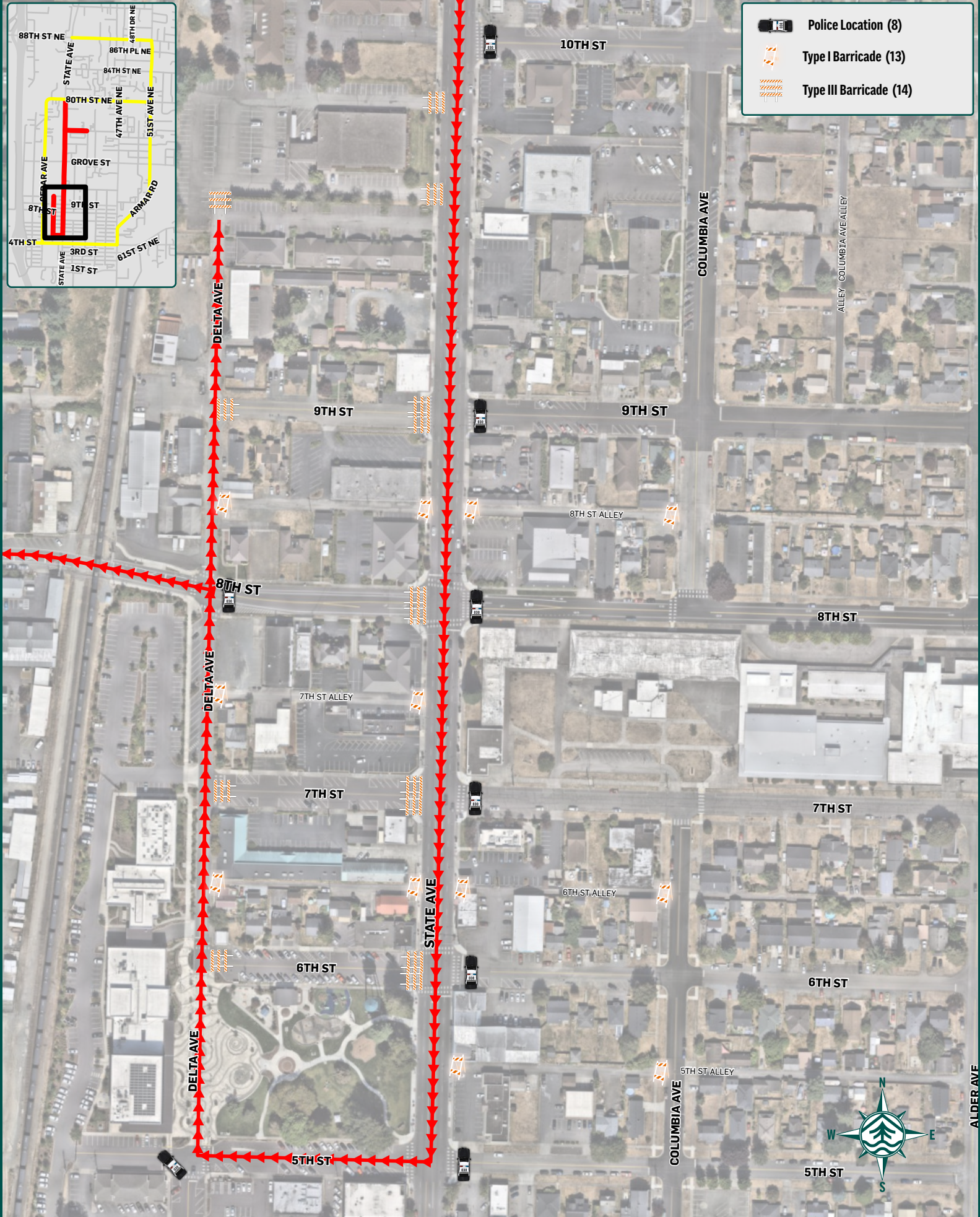
-  Police Location (1)
-  No Left Turn Sign (1)
-  No Right Turn Sign (1)
-  Candlesticks (5)
-  Type III Barricade (2)
-  Emergency Lane - Keep Clear



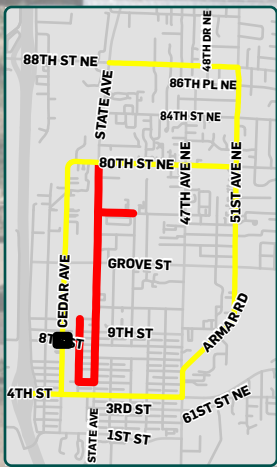
Strawberry Festival Parade - Grove St & Cedar Ave



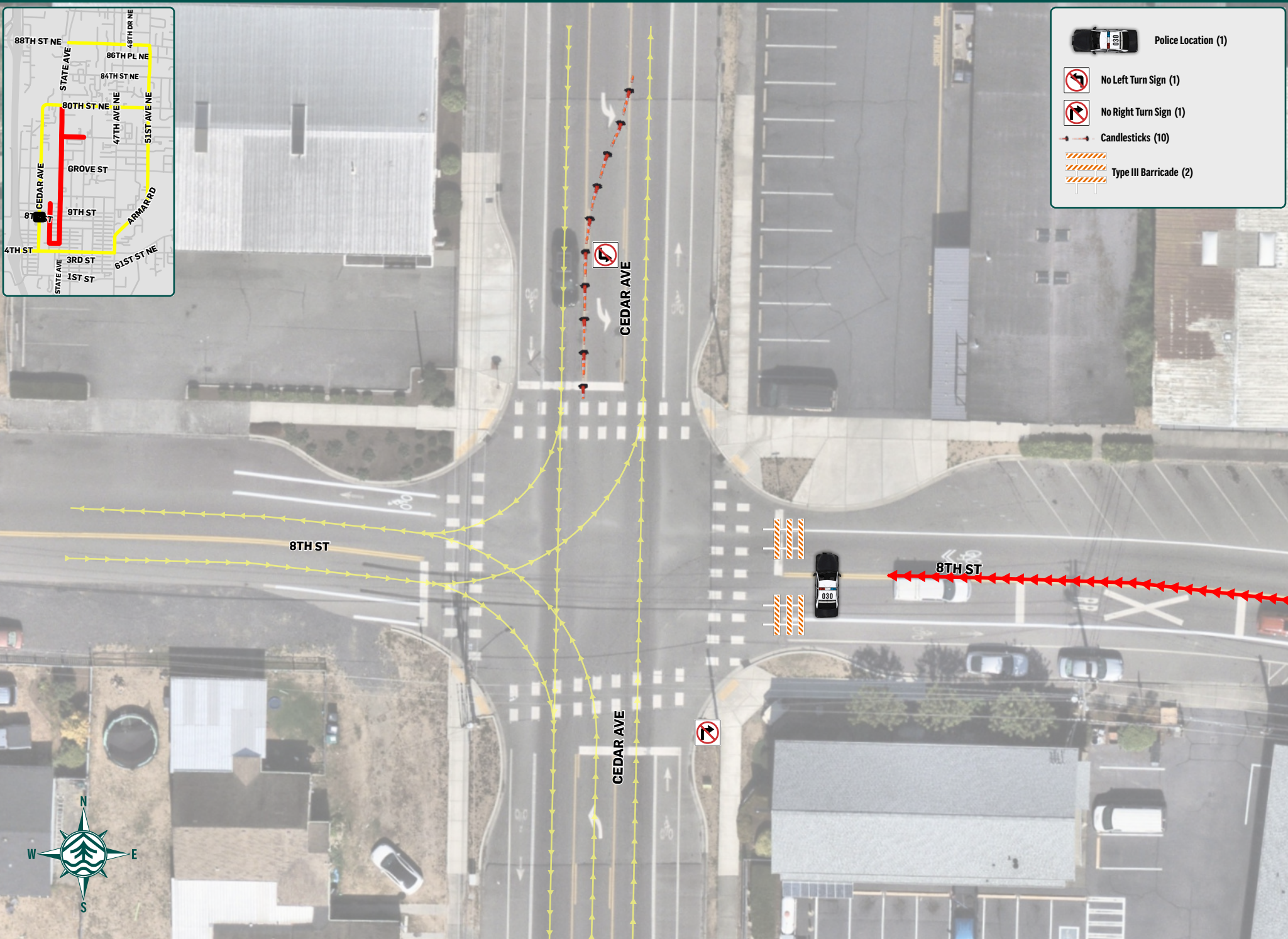
-  Police Location (8)
-  Type I Barricade (13)
-  Type III Barricade (14)



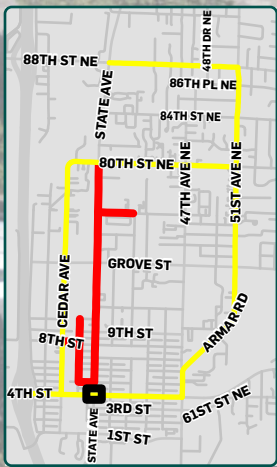
Strawberry Festival Parade - State Ave & Delta Ave













	Police Location (1)
	No Left Turn Sign (1)
	No Right Turn Sign (1)
	Candlesticks (10)
	Type III Barricade (2)



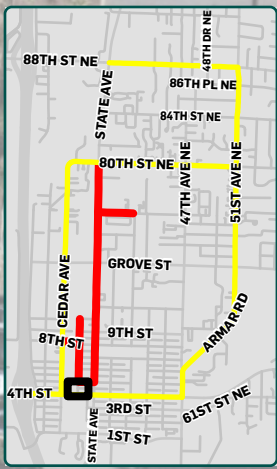
Strawberry Festival Parade - 8th St & Cedar Ave









-  Police Location (2)
-  PW Employee Location (1)
-  Trailer (1)
-  Sign Board Truck (1)
-  No Left Turn Sign (1)
-  No Right Turn Sign (1)
-  Candlesticks (10)
-  Cones (3)
-  Type I Barricade (1)
-  Type III Barricade (3)



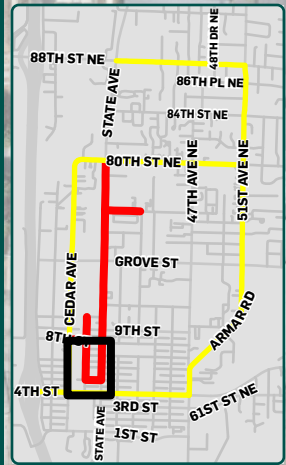
Strawberry Festival Parade - 4th St & State Ave



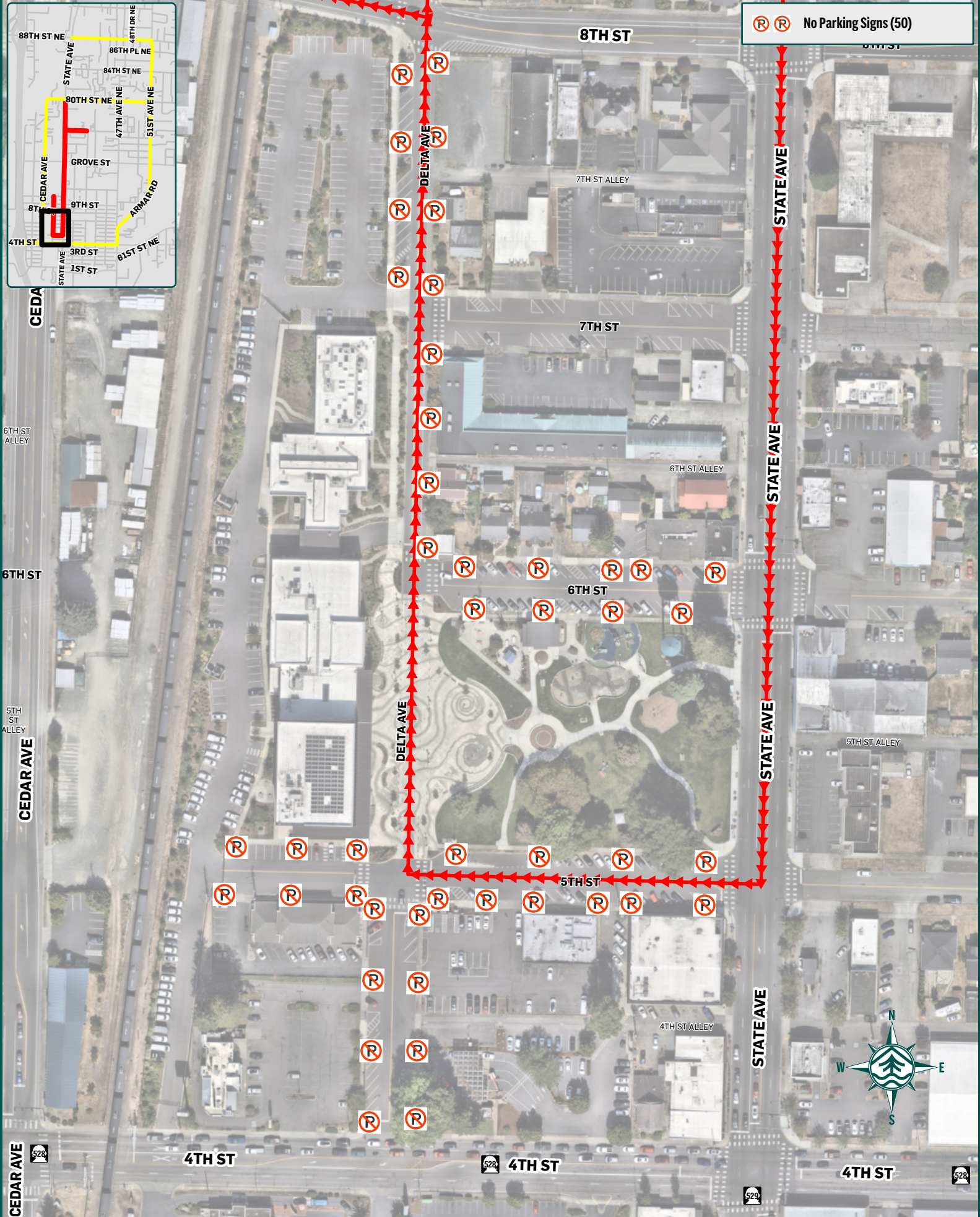
-  Police Location (1)
-  PW Employee Location (1)
-  No Left Turn Sign (1)
-  Candlesticks (5)
-  Type I Barricade (4)
-  Type III Barricade (2)



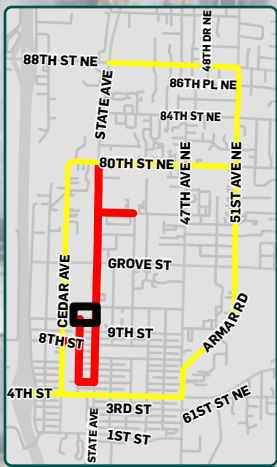
Strawberry Festival Parade - 4th St & Delta Ave




Ⓡ Ⓡ No Parking Signs (50)





Strawberry Festival Parade - No Parking Signs



-  **No Parking Signs (8)**
-  **Type III Barricade (3)**
-  **Kismet Comms Vehicle**
-  **Emergency Management Volunteer Parking**





Strawberry Festival Parade - Community Center

-  Type III Barricade (4)
-  No Parking Signs (13)



Strawberry Festival - Beer Garden Traffic Control

 **Type III Barricade (1)**
 **ADA Parking Signs (4)**



7TH ST

6TH ST ALLEY

6TH ST ALLEY

6TH ST

6TH ST

Asbery Field

5TH ST ALLEY

ALDER AVE



QUINN AVE

5TH ST

5TH ST



Strawberry Festival - Market Traffic Control

 Entrance/Exit
 Evacuation Route





Agenda Bill

AGENDA ITEM NO. 16.

DATE: May 11, 2026

SUBMITTED BY: Darcy Knutson, Confidential Executive Assistant

PRESENTED BY: Christopher Jones, Commander

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Memorandum of Understanding between City of Marysville and Marysville Police Officers Association

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the MOU between the City of Marysville and the Marysville Police Officers Association

SUMMARY:

The City of Marysville and the Marysville Police Officers Association have agreed to a temporary arrangement allowing trained, commissioned police officers and supervisors to assume certain duties traditionally performed by Marysville City Jail custody staff. Due to ongoing staffing shortages in the jail, these duties, primarily jail tower operations and court bailiff responsibilities, may be filled on an overtime basis by commissioned personnel who have completed required training approved by jail leadership. This agreement ensures continuity of jail and court security operations until staffing levels stabilize.

ATTACHMENTS:

MOU City of Marysville and MPOA

MEMORANDUM OF UNDERSTANDING

By and between

CITY OF MARYSVILLE

AND

MARYSVILLE POLICE OFFICERS ASSOCIATION
(COMMISSIONED LAW ENFORCEMENT OFFICERS)
(CUSTODY OFFICERS/COMMUNITY SERVICE OFFICER)

This Memorandum of Understanding (MOU) reflects the understanding of the City of Marysville, hereinafter referred to as the "City" and the Marysville Police Officers Association, hereinafter referred to as the "Association" regarding the temporary assumption of certain duties that have traditionally been performed by the Marysville City Jail custody staff.

Given numerous continued staffing challenges within the Marysville City Jail, hereinafter referred to as "jail", the duties required in the jail tower will be temporarily offered to City commissioned police officers and City commissioned police supervisors; hereinafter referred to as commissioned officers and commissioned supervisors.

The parties agree that, when necessary, overtime will be offered to commissioned police officers and commissioned police supervisors who have been properly trained in jail tower operations or bailiff duties. The completed training must be reviewed and approved by the Jail Sergeant or Jail Commander before commissioned officers or commissioned supervisors will be permitted to work any overtime in the jail tower or as a court bailiff.

Additionally, commissioned police officers and commissioned police supervisors who have been properly trained may help fill court security needs (bailiff) when posted to serve in the place of a court custody officer.

Other than the overtime rate, there is no additional compensation for a commissioned police officer or a commissioned police supervisor serving in these capacities. The Association agrees that any member volunteering to work in the tower under this MOU is not entitled to out-of-class pay.

When overtime is posted for a jail crew or bailiff position, jail staff will have first right of refusal. If the overtime shift is not filled by jail staff within five (5) days of the overtime shift, the assignment will be offered to trained, approved commissioned officers and commissioned supervisors.

For tower work, the full 12-hour shift will be required unless approved by the jail sergeant or their designee. Commissioned officers and commissioned supervisors will not fill other jail positions or assignments other than the jail tower or bailiff assignment during the posted overtime hours of either 0600-1800 or 1800-0600. Court duties may be posted for a shorter period of less than 12 hours.


At no time will commissioned police officers or police supervisors be required to work overtime to fill the jail tower.

Both parties further agree to continue these operational changes for a period not to exceed (1) year, anticipated to be through December 31st, 2026.

CITY OF MARYSVILLE, WASHINGTON

MARYSVILLE POLICE OFFICERS ASSOCIATION

By _____
Jon Nehring
Mayor

By  _____
David McKenna
MPOA President

Date _____

Date 4/28/2026



Agenda Bill

AGENDA ITEM NO. 17.

DATE: May 11, 2026

SUBMITTED BY: Darcy Knutson, Confidential Executive Assistant

PRESENTED BY: Christopher Jones, Commander

ITEM TYPE: Award Funding

AGENDA SECTION: New Business

SUBJECT:

Memorandum of Understanding Seattle Police Department and City of Marysville

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding between the Seattle Police Department and the City of Marysville, Marysville Police Department for Grant Award 16.543 - FY24 Washington State ICAC Task Force Program in the amount not to exceed \$5,000.

SUMMARY:

The Seattle Police Department (SPD) has led the Washington (WA) Internet Crimes Against Children (ICAC) Task Force since 1998. SPD coordinates the proactive and reactive investigations of horrific crimes committed against children online. The WA ICAC Task Force currently has 152 affiliate agencies as partners in the fight against crimes against children online. The WA ICAC Task Force has successfully strengthened the state's regional investigative capacity and effectiveness. This funding will support travel and training costs for task force detectives and forensic examiners, sub-awards to affiliate agencies and the purchase of forensic software and required equipment. The WA ICAC Task Force members will support prevention and education assistance throughout the state about the unintended consequences of utilizing the internet, social media, and establishing healthy/appropriate relationships with people online using available information and tools through the National Center of Missing and Exploited Children's NetSmartz program and OJJDP's Online Child Exploitation

Prevention Initiative.

ATTACHMENTS:

MOU_Seattle PD ICAC Grant



MEMORANDUM OF UNDERSTANDING

City of Marysville
Marysville Police Department
501 Delta AVE
Marysville, Washington 98270-4540

THIS AGREEMENT is made and entered into by and between the City of Seattle Police Department, hereinafter referred to as "SPD" and City of Marysville.

WHEREAS, The Seattle Police Department is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force;

WHEREAS, City of Marysville, is a member of the ICAC Task Force and requires funding to support its investigation and prosecution of ICAC crimes;

WHEREAS, The Seattle Police Department receives funding to support investigation and prosecution of ICAC crimes and wishes to share this funding with Task Force Members to further the mission of the Task Force;

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

IT IS THEREFORE MUTUALLY AGREED THAT:

This agreement is to support City of Marysville's ICAC overtime, travel/training, equipment, and software necessary for ICAC investigations. Written pre-approval from SPD is required before incurring expenses.

In the event the MOU requires a change in scope or an increase in cost beyond the amount agreed to, the SPD and City of Marysville shall agree in writing prior to the commencement of Services requiring the change in the scope or cost increase.

TERM OF AGREEMENT

This Agreement shall begin January 1, 2026 and terminates September 30, 2026. This agreement may be modified and continued, by amendment, for work beyond this date, by mutual agreement of the parties.

PAYMENT

SPD will pay City of Marysville for work covered in the Scope of Work for actual costs incurred by City of Marysville.

The funding limit shall not exceed \$5,000 and shall reflect the Parties' best estimate of the cost of work to be accomplished under this Agreement. SPD shall not be obligated for any expenditure in excess of the funding limit unless prior written authorization is received. Actual amounts reimbursed under this Agreement shall be based on actual costs incurred by City of Marysville. In no event, shall any Party be paid for costs that are not documented pursuant to the requirements of this Agreement.

All requests for travel reimbursement will include receipts for all claimed travel expenses, with the exception of meals. The Recipient shall submit requests for reimbursement in accordance with the following restrictions:

- Lodging expenses shall not exceed the federal lodging rates.
- Travel expenses shall be the most economical rate available in Coach

- Meal expenses must be in accordance with the federal per diem rates.
- Ground travel expenses, only as necessary
- Parking expenses, only as necessary.

SPD will pay City of Marysville pursuant to the following provisions, unless otherwise agreed in writing:

1. City of Marysville shall submit to SPD an invoice for Services performed no later than thirty (30) calendar days following the month in which the Services were performed. Invoice shall include a summary of total costs billed to date. Any request for payment for work performed prior to the issuance of a notice to begin work, or work billed later than ninety (90) calendar days after its completion shall not be eligible for payment.
2. Unless otherwise directed, City of Marysville shall submit invoices and appropriate supporting materials to:

Seattle Police Department
Attn: Fiscal Office
PO Box 34986
Seattle, WA 98124-4986
spdap@seattle.gov
3. City of Marysville agrees to submit a final bill to SPD within thirty (30) calendar days after the end date of this Contract, and will label the invoice "FINAL BILL."
4. Funding Source:

FEDERAL AWARD INFORMATION		
GRANT AWARD TITLE: 16.543 - FY24 Washington State ICAC Task Force Program (FY24 ICAC)		
FEDERAL AWARD ID #	SUBRECIPIENT NAME UEI NUMBER	FUNDS OBLIGATED FOR THIS AGREEMENT
15PJDP-24-GK-04213-MECP	City of Marysville KENDBGSMVPQ7	\$5,000
FEDERAL AWARD DATE	SUBAWARD PERIOD OF PERFORMANCE START DATE	SUBAWARD PERIOD OF PERFORMANCE END DATE
12/23/2025	01/01/2026	09/30/2026
TOTAL GRANT AWARD COMMITTED TO THIS ENTITY	SUBAWARD BUDGET PERIOD START DATE	SUBAWARD BUDGET PERIOD END DATE
\$5,000	01/01/2026	09/30/2026
TOTAL FEDERAL FUNDS OBLIGATED TO THIS ENTITY	RESEARCH & DEVELOPMENT	INDIRECT COST RATE
\$5,000	N	N
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY	PASS-THROUGH AWARDDING OFFICIAL
DOJ/OJP/OJJDP	Seattle Police Department (Seattle, City of) RGJ5CPK2YHK1	Sarah Smith sarah.smith@seattle.gov

AWARD PROJECT DESCRIPTION: The Seattle Police Department (SPD) has led the Washington (WA) Internet Crimes Against Children (ICAC) Task Force since 1998. SPD coordinates the proactive and reactive investigations of horrific crimes committed against children online. The WA ICAC Task Force currently has 152 affiliate agencies as partners in the fight against crimes against children online. The WA ICAC Task Force has successfully strengthened the state's regional investigative capacity and effectiveness. This funding will support travel and training costs for task force detectives and forensic examiners, sub-awards to affiliate agencies and the purchase of forensic software and required equipment. The WA ICAC Task Force members will support prevention and education assistance throughout the state about the unintended consequences of utilizing the internet, social media, and establishing healthy/appropriate relationships with people online using available information and tools through the National Center of Missing and Exploited Children's NetSmartz program and OJJDP's Online Child

Exploitation Prevention Initiative. The WA ICAC Task Force will continue its long-standing partnership with the Western and Eastern U.S. Attorney's Offices and their Project Safe Childhood Program, and it will collaborate and lead multijurisdictional investigations and prosecute ICAC cases, both proactively and reactively. Progress will be measured through monthly and semi-annual reports and other performance objectives as required by the Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

INDEMNIFICATION AND HOLD HARMLESS

City of Marysville shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- The sole negligence or willful misconduct of City of Marysville, its officials, officers, employees, and agents;
- The concurrent negligence of City of Marysville, its officials, officers, employees, or agents but only to the extent of the negligence of City of Marysville, its officials, officers, employees, and agents;
- The negligent performance of non-performance of the contract by City of Marysville; and

Company waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents, and employees.

INSURANCE

The City of Marysville agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

TERMINATION

Either party may terminate this Agreement without recourse by the other party upon written notice to terminate. Notice of termination shall be given by the party terminating this Agreement to the other, not fewer than fifteen (15) business days prior to the effective date of termination.

AGENCY CONTACTS

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee as follows:

City of Marysville	Seattle Police Department
Name: Joseph Belleme	Name: Kelly Crouch
Phone: 360-363-8320	Phone: 206.386.9140
Email: jbelleme@marysville.gov	Email: Kelly.crouch@seattle.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

CITY OF MARYSVILLE

SEATTLE POLICE DEPARTMENT

Name: _____ **Date**
Title: _____

Sarah Smith **Date**
Chief Operating Officer

Attachment A: OJJDP Federal Award Agreement – Supplemental 01



Agenda Bill

AGENDA ITEM NO. 18.

DATE: May 11, 2026

SUBMITTED BY: Tina Brock, City Clerk

PRESENTED BY: Jennifer Stapleton, City Administrator

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT:

A **Resolution** supporting an Application to the Opportunity Zones 2.0 Program for Census Tract 53061052903 known as the Downtown Marysville Tract

SUGGESTED ACTION:

Recommended Motion: I move to approve Resolution No. _____

SUMMARY:

City administration is seeking a resolution from City Council supporting the City of Marysville's application for designation of Census Tract 53061052903, also known as Downtown Marysville, as an Opportunity Zone.

The Opportunity Zone program is designed to incentivize the investment of private capital into low-income census tracts that historically struggled to attract investment. The goal is to stimulate economic growth, increase property values and create jobs in underserved areas. Private projects eligible under the program include housing, mixed-use development, manufacturing, small businesses, infrastructure and commercial development. The program provides significant tax advantages for investors, including temporary deferral of capital gains taxes, reduction of taxable gains after holding investments for required periods, and potential elimination of taxes on future appreciation after long-term hold.

The Washington Commerce Department is accepting applications to designate new Opportunity Zones (OZs) in Washington State. Federal Bill HR#1 was signed in to Public Law 119-21 in July 2025, making the current OZ program permanent, with

designation cycles now set in place every ten years. After the application period closes, Governor Ferguson designates OZs and submits his recommendations to the U.S. Treasury in a 90-day window beginning July 1, 2026.

Opportunity Zones 2.0 features permanent changes to the policy's geographic targeting criteria, incentive structure and reporting requirements. The new program also tightens eligibility requirements, reducing the expected qualified OZ tracts by roughly 20%.

Washington currently has 139 OZs across 36 counties and that number will be reduced to 99 OZs designated across the state. Marysville does not currently have a designated Opportunity Zone.

Staff will provide a presentation at the Council meeting.

ATTACHMENTS:

OZ 2 Resolution

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, SUPPORTING AN APPLICATION TO THE OPPORTUNITY
ZONES 2.0 PROGRAM FOR CENSUS TRACT 53061052903 KNOWN AS THE
DOWNTOWN MARYSVILLE TRACT.**

WHEREAS, the City of Marysville has a long-standing history of pursuing a proactive economic development strategy to improve the economic livelihood of its residents and businesses; and

WHEREAS, one of the focus areas for the economic development strategy is Downtown Marysville and in 2009, the City Council adopted a 20-year Downtown Master Plan focused on mixed-use redevelopment, walkability, housing, waterfront access, and civic investment; and

WHEREAS, beginning in 2010 the City has made significant investments in utilities, stormwater, transportation and environmental cleanup to position its downtown and waterfront properties for private investment; and

WHEREAS, The U.S. Federal government has launched the Opportunity Zones 2.0 Program which allows the State of Washington to nominate up to 25% of eligible tracts for designation as Opportunity Zones by the U.S. Department of Treasury and Internal Revenue Service; and

WHEREAS, the Opportunity Zones 2.0 Program was created to redirect private capital investment into economically distressed communities to encourage long-term private investment, create jobs and economic activity, stimulate housing and infrastructure development; and

WHEREAS, the goals of the Opportunity Zones 2.0 Program align with the City of Marysville economic development strategy; and

WHEREAS, Census Tract 53061052903 which includes Downtown Marysville and the Marysville waterfront has been designated as an eligible census tract for inclusion in the Opportunity Zones 2.0 Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE THAT IT SUPPORTS AN APPLICATION TO THE OPPORTUNITY ZONES 2.0 PROGRAM ADMINISTERED BY WASHINGTON DEPARTMENT OF COMMERCE FOR CENSUS TRACT 53061052903 KNOWN AS THE DOWNTOWN MARYSVILLE TRACT TO SUPPORT THE CITY OF MARYSVILLE ECONOMIC DEVELOPMENT PRIORITIES OF REDEVELOPMENT, JOB CREATION, HOUSING AND WATERFRONT ACCESS.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY