

REGULAR MEETING MONDAY, JUNE 12, 2023 – 7:00 PM 501 DELTA AVENUE MARYSVILLE, WA 98270

AGENDA

To listen to the meeting: Join Zoom Meeting https://us06web.zoom.us/j/86246307568 Or Dial toll-free US: 888 475 4499 Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Oath of Office for Police Officer Sam Gay Oath Police Officer Sam Gay.docx
- B. Oath of Office for Police Officer Lex Warbis
 The action requested is that Mayor Nehring swear in Officer Lex Warbis
 Oath Police Officer Lex Warbis.docx
- C. Oath of Office for City Clerk Tina Brock Oath of Office - City Clerk Tina Brock.docx

Audience Participation

Approval of Minutes (Written Comment Only Accepted from Audience)

Consent

1

- May 24, 2023 Claims in the Amount of \$2,848,749.43 Paid by EFT Transactions and Check Numbers 163013 through 163202 with Check Number 155244 Voided 052423.rtf
- 2. May 25, 2023 Payroll in the Amount of \$1,746,863.38 Paid by EFT Transactions and Check Numbers 34599 through 34625
- 3. Fire Hydrant Easement Agreement Project Roxy (Amazon Dist. Ctr.) (Au21-0001)

Recommended Motion: I move to authorize the Mayor to sign and execute the Fire Hydrant Easement Agreement with Amazon.com Services LLC. Recordable - Fire Hydrant Easement Agreement.pdf

4. Supplemental Agreement No. 2 with Parametrix, Inc. for Design and Permitting of the Geddes Remediation Project

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 with Parametrix, Inc. for the design and permitting of the Geddes Remediation Project. PSA SuppTime 2 05-09-23 PMX signed.pdf

TOA_SuppTime 2_03-03-23 T MIX signed.put

5. Supplement Agreement No. 1 with KBA, Inc. for Construction Management Services associated with the 52nd St NE and Sunnyside Blvd. Intersection Improvements Project

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with KBA, Inc. for construction management services associated with the 52nd St NE and Sunnyside Blvd Intersection Improvements Project.

Supplemental Agreement 1-2 KBA signed.pdf

6. Professional Services Agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project

Recommended Motion: I move to authorize the Mayor to sign and execute the professional services agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project in the amount of \$145,000.00.

PSA_Consolidated.pdf Vicinity Map.pdf

7. Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156th Street NE Corridor Improvement Project

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156th St NE Corridor Improvement Project. Supp 1_Consolidated.pdf 8. Transportation Improvement Board (TIB) Grant Agreement for Rectangular Rapid Flashing Beacon (RRFB) Pilot Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Fuel Tax Grant Agreement and Project Funding Status Form for the Transportation Improvement Board grant to fund the Rectangular Rapid Flashing Beacon (RRFB) Pilot Project. Fuel Tax Agreement.pdf

TIB Funding Status Form.pdf

9. Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 67th Ave NE & 52nd St NE Intersection Improvements

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate design funds for the 67th Ave NE & 52nd St NE Intersection project. LAA_140-039.pdf Project Prospectus.pdf

10. Purchase Order Authorization with King County Directors Association and Contract for the Strawberry Fields Playground

Recommended Motion: I move to authorize the Mayor to sign and execute a purchase order to the King County Directors Association in the amount of \$433,761.42 and a contract with Landscape Structures, Inc. for the purchase and installation of playground equipment and play surfacing at Strawberry Fields Athletic Park and to approve a management reserve of \$43,376.13 for a total allocation of \$477,137.56.

PW5 - Strawberry Playground 2023.pdf KCDA_PO_Strwberry Playground_20230602.pdf

Review Bids

15. Contract Award - Jennings Nature Park Pump Track *

Recommended Motion: I move to authorize the Mayor to award and execute the contract for the Jennings Nature Park - Pump Track Project to Oceanside Construction, Inc. in the amount of \$270,722.33 including Washington State sales tax and approve a management reserve of \$27,072.23 for a total allocation of \$297,794.56. Contract.pdf Certified Bids.pdf

Public Hearings

New Business

11. An **Ordinance** for Festival Sponsorship

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Recommended Motion: I move to adopt Ordinance No. _____. Ordinance - Strawberry Festival Notice Final.pdf

12. An **Ordinance** Amending MCC 3.51 Related to Petty Cash Fund

Recommended Motion: I move to adopt Ordinance No. _____. Amended Petty Cash Funds Ordinance - June2023.docx

13. Washington State Department of Corrections Work Crew Master Agreement *

Recommended Motion: I move to authorize the Mayor to sign and execute the Washington State Department of Corrections Work Crew Master Agreement. Unsigned Master Agreement 21-23.pdf

14. Arizona State Purchasing Cooperative Agreement *

Recommended Motion: I move to authorize the Mayor to execute and sign the Arizona State Purchasing Cooperative Agreement. ARIZONA_STATE_PURCHASING_COOPERATIVE_AGREEMENT.pdf

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate

Reconvene

Adjournment

<u>Special Accommodations:</u> 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.

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AGENDA ITEM NO. A.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Confidential Administrative Assistant Margaret Vanderwalker, Police
ITEM TYPE:	Appointment
AGENDA SECTION:	Presentations
SUBJECT:	Oath of Office for Police Officer Sam Gay
SUGGESTED ACTION:	
SUMMARY:	Police Officer Sam Gay has graduated from The Washington State Criminal Justice Training Commission. We would like to have Mayor Jon Nehring swear him in to his office and role as police officer.

ATTACHMENTS: Oath Police Officer Sam Gay.docx



MARYSVILLE POLICE DEPARTMENT ERIK SCAIRPON, CHIEF OF POLICE



Pol ice Officer OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

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

Signed this 12th day of June, 2023.

Sam Gay Police Officer Erik Scairpon Chief of Pol ice

Jon Nehring Mayor Genevieve Geddis Deputy City Clerk

AGENDA ITEM NO. B.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Confidential Administrative Assistant Margaret Vanderwalker, Police
ITEM TYPE:	Appointment
AGENDA SECTION:	Presentations
SUBJECT:	Oath of Office for Police Officer Lex Warbis
SUGGESTED ACTION:	The action requested is that Mayor Nehring swear in Officer Lex Warbis
SUMMARY:	Police Officer Lex Warbis is joining the Marysville Police Department and needs to be sworn in by Mayor Nehring

ATTACHMENTS: Oath Police Officer Lex Warbis.docx



MARYSVILLE POLICE DEPARTMENT ERIK SCAIRPON, CHIEF OF POLICE



Pol ice Officer OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

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

Signed this 12th day of June, 2023.

Lex Warbis Pol ice Officer Erik Scairpon Chief of Police

Jon Nehring Mayor Genevieve Geddis Deputy City Clerk

AGENDA ITEM NO. C.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Genevieve Geddis, City Clerk
ITEM TYPE:	Appointment
AGENDA SECTION:	Presentations
SUBJECT:	Oath of Office for City Clerk - Tina Brock
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS: Oath of Office - City Clerk Tina Brock.docx



OATH OF OFFICE

STATE OF WASHINGTON) COUNTY OF SNOHOMISH) ss.

I, Tina Brock, do solemnly swear (or affirm) that I will support the Constitution and Law of the United States and the Constitution and Laws of the State of Washington, and I will faithfully and impartially perform and discharge the duties of the office of City Clerk according to law to the best of my ability.

Tina Brock, City Clerk

Subscribed and sworn to before me this 12th day of June, 2023.

Jon Nehring, Mayor

AGENDA ITEM NO. 1.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Accounting Technician Shauna Crane, Finance
ITEM TYPE:	Claims
AGENDA SECTION:	Consent
SUBJECT:	May 24, 2023 Claims in the Amount of \$2,848,749.43 Paid by EFT Transactions and Check Numbers 163013 through 163202 with Check Number 155244 Voided
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS: 052423.rtf

CITY OF MARYSVILLE INVOICE LIST

FOR INVOICES FROM 5/24/2023 TO 5/24/2023

PAGE: 1

CUK # VENDOR

<u>CHK #</u>	VENDOR
163013	OWEN EQUIPMENT
163014	LICENSING, DEPT OF
163015	LICENSING, DEPT OF
	LICENSING, DEPT OF
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163016	FIRST AMERICAN TITLE
163017	TITAN STEEL STRUCTURE
163018	CHICAGO TITLE INSURANCE
163019	911 SUPPLY INC.
	911 SUPPLY INC.
163020	ABOU-ZAKI, KAMAL
163021	ALEXANDER PRINTING
	ALEXANDER PRINTING
	ALEXANDER PRINTING
	ALEXANDER PRINTING
163022	AMAZON CAPITAL
	AMAZON CAPITAL
	AMAZON CAPITAL AMAZON CAPITAL
	AMAZON CAPITAL
163023	ANDERSON, ALLAN & JO
	ANDERSON, KRISTEN
	ANDES LAND SURVEY
163026	APFS INC
163027	ARAMARK UNIFORM
	ARG INDUSTRIAL
	ARG INDUSTRIAL
163029	ARLINGTON HARDWARE
163030	BEAUPRE, MITCHELL
	BEAUPRE, MITCHELL
163031	BEAVER HEATING & AIR
163032	BELLEME, JOSEPH
163033	BERNER, ELIAS
163034	BEST, JENA
163035	BICKFORD FORD
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ITEM DESCRIPTION
KENWORTH HYDRO EXCAVATOR
DRIVING ABSTRACT - MEYER
DRIVING ABSTRACT - CLOSE
DRIVING ABSTRACT - HEYERDAHL
DRIVING ABSTRACT - VELYCHKO
CLOSING FUNDS 10729 STATE AVE
PD EVIDENCE REMAINING BAL
EARNEST MONEY DEPOSIT
UNIFORM - BRITTON
UNIFORM - MARLIN
UNIFORM - GANN
UNIFORM - WIERSMA
UNIFORM - DELANTY
EAR PIECES
JUMPSUIT - GAY
VEST - KOWING
VEST - RAMOS
VEST - WASHBURN
VEST - GIBBS
INTERPRETER SERVICE
BUSINESS CARDS - ALDRICH
BUSINESS CARDS - MANCHESTER
PRINT SERVICE
EMBEDDED SOCIAL WORKER
SUPPLIES
UNIFORM - MOSALSKY
SUPPLIES

UTILITY BILLING REFUND PROTEM SERVICE

REFUND - NOT RESIDENTIAL LINEN SERVICE SUPPLIES WATER PRESSURE HOSE AND REEL SUPPLIES REIMBURSEMENT FOR TASERS RETURN **REFUND - COLLEGE TRANSCRIPT REFUND - OUTSIDE CITY LIMITS REIMBURSEMENT - TRAINING** INTERPRETER SERVICE **REFUND THEATER MOVEMENT** BRAKE CALIPER SLIDE BOLT KIT **BRAKE CALIPER MOUNTING BOLT - P168 MOTORCRAFT SEALANT - P169** WATER PUMP ASSEMBLY - P169 PRINTING SERVICE 4/28 TO 4/28 PRINTING SERVICE 5/2 TO 5/5/23 PRINTING SERVICE 4/28 TO 4/28 PRINTING SERVICE 5/8 TO 5/15/23

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EQUIPMENT RENTAL142.41UTILITY BILLING420.99UTILITY BILLING1,684.13UTILITY BILLING2,054.50	EQUIPMENT RENTAL	6.63
UTILITY BILLING420.99UTILITY BILLING1,684.13UTILITY BILLING2,054.50	EQUIPMENT RENTAL	63.67
UTILITY BILLING 1,684.13 UTILITY BILLING 2,054.50	EQUIPMENT RENTAL	142.41
UTILITY BILLING 2,054.50	UTILITY BILLING	420.99
,	UTILITY BILLING	1,684.13
UTILITY BILLING 2,731.36	UTILITY BILLING	2,054.50
	UTILITY BILLING	2,731.36

CITY OF MARYSVILLE INVOICE LIST

PAGE: 2

FOR INVOICES FROM 5/24/2023 TO 5/24/2023

<u>CHK #</u>	VENDOR		
163036	BILLING DOCUMENT SPE		
163037	BLAKE, BRANDON		
163038	BOB BARKER COMPANY		
163039	BOSLEY ENERGY SERV		
	BOSLEY ENERGY SERV		
163040	BOUCARD, SUSAN		
163041	BREVIG, NICK		
	BREVIG, NICK		
163042	BURTIS, MICHAEL		
163043	BUYER ACCEPTED LLC		
163044	CANON FINANCIAL		
163045	CASCADE SAWING		
163046	CASCADIA CONSULTING		
163047	CATHOLIC COMMUNITY		
	CATHOLIC COMMUNITY		
	CATHOLIC COMMUNITY		
163048	CIMCO-GC SYSTEMS		
	CIMCO-GC SYSTEMS		
163049	CITY OF MARYSVILLE		
163050	CNR INC		
163051	COAST GUARD AUXILIARY		
163052	COCKRELL & ASSOCIATE		
163053	COLLIER, MARY		
163054	COMCAST		
163055	COMMONSTREET		
163056	CONSOLIDATED PRESS		
163057	COOP SUPPLY		
	COOP SUPPLY		
163058	COPIERS NORTHWEST		

COPIERS NORTHWEST COPIERS NORTHWEST

PRINTING SERVICE 4/25 TO 4/27/2
REFUND TRAINING - AMMUNITION
SUPPLIES
HOMELESS CAMP CLEAN-UP

ITEM DESCRIPTION

REFUND - PICNIC REIMBURSEMENT - AMMUNITION

WASPC SPRING CONFERENCE **UB REFUND** GIS PLOTTER SERVICE GAS SLAB SAW CLIMATE VULNERABILITY ASSESSMENT CCS - CHORE SERVICES APRIL 2023 CCS - CHORE SERVICES MARCH 2023

BRONZE RESTRICTION FITTING CV REPAIR KIT UTILITY BILLING REFUND 1407 1ST ST MITEL LICENSES INSTRUCTOR SERVICE INSURANCE RECOVERY PAYMENT UTILITY BILLING REFUND ACCT #8498310020341322 PROFESSIONAL SERVICE QUARTERLY NEWSLETTER WIRE BRUSH BBQ BRUSH, CLEANER, DUST PAN CANON PRINTER/COPIER

ACCOUNT DESCRIPTION	I <u>TEM</u> AMOUNT
UTILITY BILLING	2,777.28
POLICE TRAINING-FIREARMS	466.40
DETENTION & CORRECTION	3,328.78
ROADSIDE VEGETATION	6,454.60
ROADSIDE VEGETATION	9,681.90
PARKS-RECREATION	65.00
POLICE TRAINING-FIREARMS	37.29
POLICE TRAINING-FIREARMS	155.41
DETENTION & CORRECTION	207.00
GARBAGE	24.35
GIS SERVICES IS	267.80
WATER SERVICES	656.40
COMMUNITY	40,347.50
COMMUNITY	657.15
COMMUNITY	721.78
COMMUNITY	721.78
WATER DIST MAINS	381.36
WATER DIST MAINS	406.52
WATER/SEWER OPERATION	100.52
IS REPLACEMENT ACCOUNTS	2,953.80
RECREATION SERVICES	72.00
SURFACE WATER CAPITAL	1,142.11
WATER/SEWER OPERATION	81.06
COMPUTER SERVICES	451.23
GMA - STREET	17,433.72
	5,470.15
PARK & RECREATION FAC	12.02
PARK & RECREATION FAC	62.08
MUNICIPAL COURTS	53.76
MUNICIPAL COURTS	69.90
WASTE WATER TREATMENT	101.76
DETENTION & CORRECTION	120.18
PROBATION	139.39
OFFICE OPERATIONS	164.80 197.74
MUNICIPAL COURTS	203.09
GENERAL	211.84
UTIL ADMIN POLICE INVESTIGATION	211.84 281.98
POLICE INVESTIGATION POLICE PATROL	201.90
RECREATION SERVICES	291.75
ENGR-GENL	291.87
COMPUTER SERVICES	294.20 294.28
FINANCE-GENL	294.28 294.28
MUNICIPAL COURTS	294.20 361.49
LEGAL - PROSECUTION	364.43
PROPERTY TASK FORCE	389.47
UTILADMIN	421.71
DETENTION & CORRECTION	421.71
COMMUNITY	447.00 574.24
UTILITY BILLING	574.24 574.24
	574.24 40

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		-OK INVOICES FROM 5/24/2025 TO 5/24/2025	ACCOUNT	ITEM
<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	DESCRIPTION	AMOUNT
163058	COPIERS NORTHWEST	CANON PRINTER/COPIER	UTIL ADMIN	631.56
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	774.33
	COPIERS NORTHWEST		POLICE INVESTIGATION	775.05
	COPIERS NORTHWEST		POLICE PATROL	918.94
	COPIERS NORTHWEST		RECREATION SERVICES	1,047.64
	COPIERS NORTHWEST		EXECUTIVE ADMIN	1,289.45
	COPIERS NORTHWEST		OFFICE OPERATIONS	1,343.96
163059	CORE & MAIN LP	A2361-19 MJXF RW GV OL	WATER DIST MAINS	1,415.87
	CORE & MAIN LP	NEPTUNE 360 SET-UP	METER READING	2,188.00
	CORE & MAIN LP	VALVE WITH LEVER	WASTE WATER TREATMENT	7,214.94
163060	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	6,274.00
163061	CRIMINAL JUSTICE	TRAINING AT CJTC GLENN	POLICE TRAINING-FIREARMS	4,212.00
163062	CUMMINS NORTHWEST	RADIATOR, LABOR	SEWER LIFT STATION	4,676.62
163063	DAILY JOURNAL OF COM	PAVEMENT PRESERVATION	GENL GVRNMNT SERVICES	489.60
163064	DANIEL LEE HOLLIDAY	UTILITY BILLING REFUND	WATER/SEWER OPERATION	685.35
163065	DAVIS, KEISHA	REFUND - DUPLICATE TO OL23-0078	NON-BUS LICENSES AND	65.00
163066	DELL	27" MONITORS	IS REPLACEMENT ACCOUNTS	1,706.60
163067	DICKS TOWING	TOWING 23-19475	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-19620	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-19769	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-20395	POLICE PATROL	77.54
	DICKS TOWING	TOWING BZB6109	POLICE PATROL	77.54
	DICKS TOWING	TOWING CEY6276	POLICE PATROL	77.54
	DICKS TOWING	FLAT TIRE 65170D	POLICE PATROL	103.93
	DICKS TOWING	TOWING 23-12248 RV DISPOSAL FEE	POLICE PATROL	1,175.15
	DICKS TOWING	TOWING 23-8341 RV DISPOSAL FEE	POLICE PATROL	1,244.08
	DICKS TOWING	TOWING 23-14169 RV DISPOSAL FEE	POLICE PATROL	1,253.92
163068	DOBBS PETERBILT	WIPER MOTOR, LINKAGE ASSEMBLY - J064	EQUIPMENT RENTAL	378.82
163069	DOWNES, DWAINE A	UB REFUND	WATER/SEWER OPERATION	207.26
163070	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING APRIL 2023	UTILITY BILLING	736.25
163071	ECONORTHWEST	HOUSING NEEDS ASSESSMENT	COMMUNITY	7,945.00
163072	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	144.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
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<u>СНК #</u>	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
163072	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	396.00
163073	ELDER, RACHEL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	281.01
163074	ENTERPRISE FM TRUST	VEHICLE LEASE - MAY 2023	EQUIPMENT RENTAL	2,364.94
163075	ENTERPRISE RENTAL	RENTAL CAR	POLICE INVESTIGATION	249.23
	ENTERPRISE RENTAL		POLICE TRAINING-FIREARMS	339.77
163076	ENVIRONMENTAL PRODUCT	SEWER HOSE	WATER/SEWER OPERATION	-52.55
	ENVIRONMENTAL PRODUCT		WATER/SEWER OPERATION	-52.54
	ENVIRONMENTAL PRODUCT		SEWER MAIN COLLECTION	611.53
	ENVIRONMENTAL PRODUCT		STORM DRAINAGE	611.55
163077	ESSENTIAL MECHANICAL	REFUND - DUPLICATE	NON-BUS LICENSES AND	70.00
163078	EVERETT HYDRAULICS	HYDRAULIC FLUID, FILTER, SEAL KITS	EQUIPMENT RENTAL	4,121.87
163079	EVERETT STAMP WORKS	SUPPLIES, STAMPS	OFFICE OPERATIONS	457.30
163080	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	663.30
	EVERETT, CITY OF		WASTE WATER TREATMENT	905.40
	EVERETT, CITY OF	ANIMALS TO SHELTER 3/2023	COMMUNITY SERVICES UNIT	2,750.00
163081	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	201,289.30
163082	G A POWELL INC	UB REFUND	WATER/SEWER OPERATION	1.43
	G A POWELL INC		WATER/SEWER OPERATION	7.18
163083	GRANITE CONST	WOOD AND SUPPLIES	ENGR-GENL	984.59
163084	GREENSHIELDS INDS	BANNER PARTS, CHAIN BINDERS	ROADWAY MAINTENANCE	374.04
	GREENSHIELDS INDS	GAS CANS	PARK & RECREATION FAC	970.57
	GREENSHIELDS INDS	HYDRAULIC HOSE FITTINGS	ER&R	1,381.66
163085	GRIBBLE, ELISABETH	REIMBURSEMENT WSBA DUES	LEGAL - PROSECUTION	478.00
163086	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
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	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
162097	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
163087 163088	GUARDIAN RFID	GUARDIAN SYSTEM FOR JAIL	DETENTION & CORRECTION	4,395.00
163088 163080	GUSTAFSON & ASSOC		CAPITAL EXPENDITURES	2,800.00
163089 163090	H & S ROOFING HD FOWLER COMPANY	REFUND - DUPLICATE PERMIT PVC FITTING	NON-BUS LICENSES AND WATER DIST MAINS	300.00 12.50
103090	HD FOWLER COMPANY	BOLTS, NUT KIT, RUBBER GASKET	WATER DIST MAINS WASTE WATER TREATMENT	12.50
163091	HEWLETT PACKARD	PRINTER TONER/MAINTENANCE	WASTE WATER TREATMENT	4.26
163092	HIGH PERFORMANCE	REFUND - OUTSIDE CITY LIMITS	INTERGOVERNMENTAL	4.20 6.50
100002				15

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<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	DESCRIPTION	AMOUNT	
163092	HIGH PERFORMANCE	REFUND - OUTSIDE CITY LIMITS	NON-BUS LICENSES AND	150.00	
163093	HILTI INC	CROCS BIT STOCK	ROADWAY MAINTENANCE	1,236.66	
163094	HOMAGE SENIOR	CDBG - MEALS ON WHEELS APRIL 23	COMMUNITY	1,130.33	
	HOMAGE SENIOR	CDBG - HOME REPAIR JAN - MARCH 23	COMMUNITY	1,881.59	
	HOMAGE SENIOR	CDBG - MEALS ON WHEELS - JAN - MARCH 23	COMMUNITY	6,425.02	
163095	HOME DEPOT USA	HEPA FILTER REPLACEMENT	CUSTODIAL SERVICES	171.32	
163096	HOUSING AUTHORITY	AHA ASSESSMENT FY24	NON-DEPARTMENTAL	9,448.00	
163097	IN-HOUSE ELECTRICAL	REFUND - MOBILE HOME NEEDS LNI PERMIT	COMMUNITY DEVELOPMENT	50.00	
	IN-HOUSE ELECTRICAL	REFUND - WRONG PERMIT TYPE	COMMUNITY DEVELOPMENT	50.00	
	IN-HOUSE ELECTRICAL	REFUND - CONTRACTOR CANCELLED	COMMUNITY DEVELOPMENT	52.50	
163098	INTERSTATE BATTERY	MTP-78 BATTERY	ER&R	137.63	
163099	J. THAYER COMPANY	CHAIR	WATER CROSS CNTL	589.33	
163100	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	25.48	
163101	KALER, BAHADUR S & H	UTILITY BILLING REFUND	GARBAGE	281.73	
163102	KCDA PURCHASING	PLAYGROUND REPLACEMENT/RETAINAGE	GMA-PARKS	-3,869.11	
	KCDA PURCHASING		GMA-PARKS	84,656.13	
163103	KENDALL CHEVROLET	SUPPLIES FOR P157	EQUIPMENT RENTAL	679.02	
163104	KING'S COLLECTIBLES	REFUND - OUTSIDE CITY LIMITS	GENL FUND BUS LIC &	65.00	
163105	KITSAP TRACTOR	TRIANGLE MOUNTING BRACKET - H023	EQUIPMENT RENTAL	15.19	
	KITSAP TRACTOR	ATTACHMENT FOR TRACTOR	EQUIPMENT RENTAL	1,393.76	
	KITSAP TRACTOR	HEDGE TRIMMERS	PARK & RECREATION FAC	1,549.08	
	KITSAP TRACTOR	BACKPACK BLOWERS	PARK & RECREATION FAC	1,706.61	
	KITSAP TRACTOR		PARK & RECREATION FAC	1,706.61	
163106	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	130.00	
	KUPRIYANOVA, SVETLAN		COURTS	285.55	
163107	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	160,076.00	
	LAKE STEVENS SCHOOL		SCHOOL MITIGATION FEES	187,594.00	
	LAKE STEVENS SCHOOL		SCHOOL MITIGATION FEES	388,756.00	
163108	LAKEWOOD SCHOOL DIST		SCHOOL MITIGATION FEES	3,566.00	
	LAKEWOOD SCHOOL DIST		SCHOOL MITIGATION FEES	3,566.00	
163109	LAYNE PLUMBING	REFUND - OUTSIDE CITY LIMITS	NON-BUS LICENSES AND	90.00	
163110	LES SCHWAB TIRE CTR	REINFORCED REPAIR	ER&R	29.54	
	LES SCHWAB TIRE CTR	TIRES	ER&R	460.79	
	LES SCHWAB TIRE CTR	TIRES - V006	EQUIPMENT RENTAL	791.64	
	LES SCHWAB TIRE CTR	TIRES	ER&R	980.67	
	LES SCHWAB TIRE CTR		ER&R	1,441.46	
	LES SCHWAB TIRE CTR	TRACTION RETREAD	ER&R	1,843.17	
163111	LINC NW	CDBG - CARES COVID RELIEF	COMMUNITY	21,077.94	
163112	LOOMIS	ARMORED TRUCK SERVICE	MUNICIPAL COURTS	85.32	
	LOOMIS		POLICE ADMINISTRATION	85.33	
	LOOMIS		COMMUNITY	85.33	
	LOOMIS		UTILITY BILLING	85.33	
	LOOMIS		GOLF ADMINISTRATION	227.54	
163113	LORENTZEN, LARRY	UTILITY BILLING REFUND	WATER/SEWER OPERATION	30.27	
163114	LOWES HIW INC	CABLE TIES	PARK & RECREATION FAC	62.17	
	LOWES HIW INC	TOPSOIL, SHOVEL	WATER SERVICES	310.55	
163115	LUDWIG, CAROL	REFUND - BOAT COURSE	PARKS-RECREATION	30.00	
163116	LUGO, CATHERINE	REFUND - THEATER MOVEMENT	PARKS-RECREATION	52.00	
163117	LYNN PEAVEY COMPANY	SUPPLIES	POLICE PATROL	989.85	
163118	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00	
163119	MASON, DANIELLE & MA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	419.78	
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	r	OR INVOICES FROM 5/24/2023 TO 5/24/2023	ACCOUNT	ITEM
<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	DESCRIPTION	
163120	MC CLURE & SONS INC	DOWNTOWN STORMWATER PE-13	SURFACE WATER CAPITAL	316,954.64
163121	MCMASTER-CARR	STAINLESS STEEL PIPES	WASTE WATER TREATMENT	78.57
163122	MCSHANE, STACEY	REFUND - CAMP STITCH-A-LOT	PARKS-RECREATION	50.00
163123	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	36.00
163124	MILLER, HAYLIE	TRAINING CONFERENCE ETRAKIT	COMMUNITY	225.15
163125	MOBILE WIRELESS LLC	NETMOTION RENEWAL/LICENSE	EXECUTIVE ADMIN	175.84
	MOBILE WIRELESS LLC		DEVELOPMENT SERVICES	175.84
	MOBILE WIRELESS LLC		SUNNYSIDE FILTRATION	175.84
	MOBILE WIRELESS LLC		WATER QUAL TREATMENT	175.84
	MOBILE WIRELESS LLC		FINANCE-GENL	175.84
	MOBILE WIRELESS LLC		UTILITY BILLING	175.84
	MOBILE WIRELESS LLC		FINANCE-GENL	175.84
	MOBILE WIRELESS LLC		EXECUTIVE ADMIN	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		MUNICIPAL COURTS	175.84
	MOBILE WIRELESS LLC		FACILITY MAINTENANCE	175.84
	MOBILE WIRELESS LLC		SEWER LIFT STATION	175.84
	MOBILE WIRELESS LLC		STORM DRAINAGE	175.84
	MOBILE WIRELESS LLC		EXECUTIVE ADMIN	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		UTIL ADMIN	175.84
	MOBILE WIRELESS LLC		ENGR-GENL	175.84
	MOBILE WIRELESS LLC		UTILITY BILLING	351.68
	MOBILE WIRELESS LLC		MUNICIPAL COURTS	527.52
	MOBILE WIRELESS LLC		POLICE ADMINISTRATION	703.36
	MOBILE WIRELESS LLC		COMPUTER SERVICES	29,365.34
163126	MOTOR TRUCKS	RECTANGULAR LED LIGHTS	ER&R	295.35
	MOTOR TRUCKS	FILTER-FUEL/WATER SEPARATOR, FUEL COMB	ER&R	702.96
163127	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	5.19
	MOUNTAIN MIST		WASTE WATER TREATMENT	5.20
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	5.20
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	19.87
	MOUNTAIN MIST		SEWER MAIN COLLECTION	19.87
	MOUNTAIN MIST		WASTE WATER TREATMENT	19.88
163128	MSAB INCORPORATED	INVESTIGATIVE TOOL, LICENSE RENEWAL	POLICE INVESTIGATION	4,100.00
163129	NAPA AUTO PARTS	OIL SEAL - J013	EQUIPMENT RENTAL	56.73
163130	NATIONAL BARRICADE	ALUM W/G HIP	TRANSPORTATION	121.10
	NATIONAL BARRICADE		TRANSPORTATION	510.59
	NATIONAL BARRICADE		TRANSPORTATION	510.59
	NATIONAL BARRICADE		TRANSPORTATION	610.96
	NATIONAL BARRICADE		TRANSPORTATION	638.24
163131	NELSON'S NOXIOUS	HERBICIDE APPLICATION - EBEY TRAIL	PARK & RECREATION FAC	795.89
163132	NIELD, JOHN	MILEAGE REIMBURSEMENT	FINANCE-GENL	62.62
	NIELD, JOHN		FINANCE-GENL	224.01
163133	NORTHWEST PLAYGROUND	REPLACEMENT PARTS - DINO PARK	PARK & RECREATION FAC	744.63
163134	NW SAFETY SIGNS INC	REFUND - DUPLICATE PAYMENT ROW FEE	STREET-NON/BUS LIC &	250.00
163135	OATES, DEREK	WSPCA SPRING SEMINAR 2023	POLICE PATROL	259.00
163136	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	EXECUTIVE ADMIN	12.41
	ODP BUSINESS SOLUTIO	NAME PLATES	SOLID WASTE OPERATIONS	14.21
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CHEM VENODE TEM DESCRIPTION DESCRIPTION DESCRIPTION 163130 OPP BUSINESS SOLUTIO NAME PLATES EQUIPMENT RENTAL 14.21 163140 OPP BUSINESS SOLUTIO DASHBOARD STREET CLEANING 32.77 16316 OPP BUSINESS SOLUTIO DASHBOARD STREET CLEANING 32.77 16317 ORD BUSINESS SOLUTIO DASHBOARD STREET CLEANING 32.77 16317 ORD BUSINESS SOLUTIO OFFICE SUPPLIES UTLATMIN 32.82 16317 ORD BUSINESS SOLUTIO OFFICE SUPPLIES UTLADMN 66.42 16313 OREALY AUTO PARTS OFFICE SUPPLIES EXECUTIVE ADMIN 22.72 16313 OREALY AUTO PARTS VOIT - BELT PULLEY EQUIPMENT RENTAL 20.74 16313 OREALY AUTO PARTS VOIT - BELT PULLEY EQUIPMENT RENTAL 20.72 16314 OREALY AUTO PARTS VOIT - BELT PULLEY EQUIPMENT RENTAL 27.24 16314 OREALY AUTO PARTS VOIT ABLE POWEN RENTAL 20.72 16314 OREALY AUTO PARTS VOIT RENAWARD			FOR INVOICES FROM 5/24/2023 TO 5/24/2023		1754
16333 OPP BUSINESS SOLUTIO NAME PLATES EQUIPMENT REITAL 14.22 00P BUSINESS SOLUTIO DASHBOARD STREET CLEANING 33.71 00P BUSINESS SOLUTIO DASHBOARD STREET CLEANING 35.71 00P BUSINESS SOLUTIO USE DUPLIES UTILLTYNE ADNIN 42.63 00P BUSINESS SOLUTIO NAME PLATES STORM DRAINGE 42.63 00P BUSINESS SOLUTIO OFFICE SUPPLIES UTILLADNIN 66.84 00P BUSINESS SOLUTIO OFFICE SUPPLIES UTILADNIN 65.24 00P BUSINESS SOLUTIO OFFICE SUPPLIES UTILADNIN 82.20 00P BUSINESS SOLUTIO OFFICE SUPPLIES UTILADNIN 82.20 00P BUSINESS SOLUTIO OFFICE SUPPLIES EXECUTIVE ADNIN 82.20 00P BUSINESS SOLUTIO OFFICE SUPPLIES EXECUTIVE ADNIN 82.20 16333 ORELLY AUTO PARTS DISTRIBUTOR ROTOR AND CAP EXECUTIVE ADNIN 82.20 16333 ORELLY AUTO PARTS DISTRIBUTOR ROTOR AND CAP EQUIPMENT REITAL 66.64 0RELLY AUTO PARTS OSTRIBUTOR ROTOR AND CAP EQUIPMENT REITAL 66.69 0RELLY AUTO PARTS ORELLY AUTO PARTS ORELLY AUTO PARTS 20.70 0RELLY AUTO PARTS ONTIOLARIA MALLIONT EQUIPMENT REITAL 63.67	<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
OPP BUSINESS SOLUTIO DASHBOAND STREET CLEANING 32.77 OPP BUSINESS SOLUTIO USB DUAL STREET CLEANING 35.71 OPP BUSINESS SOLUTIO NAME PLATES UTILADMIN 36.223 OPP BUSINESS SOLUTIO LIGHTINIO USB CHARGER STREET CLEANING 51.22 OPP BUSINESS SOLUTIO LIGHTINIO USB CHARGER STREET CLEANING 52.23 OPP BUSINESS SOLUTIO LIGHTINIO USB CHARGER STREET CLEANING 32.73 OPB BUSINESS SOLUTIO LIGHTINIO USB CHARGER STREET CLEANING 32.73 OPB BUSINESS SOLUTIO UTILITY BLLING REFUND WATERNSEWER OPERATION 134.51 163137 ORGAN, INGRID UTILITY BLLING REFUND WATERNSEWER OPERATION 336.07 163137 ORGILLY AUTO PARTS VOID BELT PULLEY EQUIPMENT RENTAL 20.74 ORGILLY AUTO PARTS VALVE COVER GASKET SET, AR CONDITION ORGITMENT RENTAL 20.82 20.82 ORGILLY AUTO PARTS VOID BRAKE PADS, ROTOR, SEAL EQUIPMENT RENTAL 20.82 ORGILLY AUTO PARTS VOID BRAKE PADS, ROTOR, SEAL EQUIPMENT RENTAL 20.82 ORGILL	163136	ODP BUSINESS SOLUTIO	NAME PLATES		
OPP BUSINESS SOLUTIO USB DUAL STREET CLEANING 38.21 OPP BUSINESS SOLUTIO OFFICE SUPPLIES STORM DRAINAGE 42.33 OPP BUSINESS SOLUTIO LIGHTNING USB CHARGER STREET CLEANING 56.44 OPP BUSINESS SOLUTIO OFFICE SUPPLIES STREET CLEANING 56.24 OPP BUSINESS SOLUTIO OFFICE SUPPLIES EXECUTIVE ADMIN 42.23 OPP BUSINESS SOLUTIO OFFICE SUPPLIES EXECUTIVE ADMIN 42.23 ODP BUSINESS SOLUTIO OFFICE SUPPLIES EXECUTIVE ADMIN 42.73 ODP BUSINESS SOLUTIO UTILITY BILLING REFUND WATERSEWER OPERATION 30.67 163130 ORELLY AUTO PARTS DISTIBUTOR ROTOR AND CAP EQUIPMENT RENTAL 20.72 ORELLY AUTO PARTS UAUE COVER GASKET SET. AR CONDITIONING BUMENT RENTAL 20.30 69.69 ORELLY AUTO PARTS VALVE COVER GASKET SET. AR CONDITIONING GASKEE QUIPMENT RENTAL 20.30 60.61 ORELLY AUTO PARTS VALVE COVER GASKET SET. AR CONDITIONING GASKEE QUIPMENT RENTAL 20.30 60.61 ORELLY AUTO PARTS VALVE COVER GASKET SET. AR CONDITIONING GASKEE QUIPMENT RENTAL 20.30		ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	EXECUTIVE ADMIN	14.62
OPP BUSINESS SOLUTIO OFFICE SUPPLIES UTILUTY BILLING 38.28 OPP BUSINESS SOLUTIO NAME PLATES UTILADAIN 664 OPP BUSINESS SOLUTIO LICHTINIO USB CHARGER STRETT CLEANING 81.22 OPP BUSINESS SOLUTIO LICHTINIO USB CHARGER STRETT CLEANING 82.27 OPP BUSINESS SOLUTIO EXECUTIVE ADMIN 82.27 OPP BUSINESS SOLUTIO PERSONELLA ADMINISTRATION 134.51 ORGINICA AUTO PARTS USTRIBUTOR ROTOR AND CAP EQUIPMENT RENTAL 20.73 ORELLY AUTO PARTS VOLTE COLOR CASES SOLUTIO EDET MIENT RENTAL 30.47 ORELLY AUTO PARTS VOLTE COLOR CASES SOLUTION EQUIPMENT RENTAL 30.47 ORELLY AUTO PARTS VOLTE CASES ROTOR, SEAL EQUIPMENT RENTAL 30.47 ORELLY AUTO PARTS VOLTE CASES ROTOR, SEAL EQUIPMENT RENTAL 30.47 ORELLY AUTO PARTS VOLTE CASES ROTOR, SEAL EQUIPMENT RENTAL 30.47 ORELLY AUTO PARTS VOLTE CASES ROTOR, SEAL EQUIPMENT RENTAL 30.47 ORELLY AUTO PARTS VOLTE CASES ROTOR, SEAL EQUIPMENT RENTAL 30.43 <td></td> <td>ODP BUSINESS SOLUTIO</td> <td>DASHBOARD</td> <td>STREET CLEANING</td> <td>32.77</td>		ODP BUSINESS SOLUTIO	DASHBOARD	STREET CLEANING	32.77
ODF BUSINESS SOLUTIO NAME PLATES STORN LANNAGE 42.83 ODP BUSINESS SOLUTIO UTIL ADMIN 66.84 ODP BUSINESS SOLUTIO OPFILUS EXECUTIVE ADMIN 62.20 ODP BUSINESS SOLUTIO OPFILUS EXECUTIVE ADMIN 62.21 ODP BUSINESS SOLUTIO OPFILUS EXECUTIVE ADMIN 62.20 ODP BUSINESS SOLUTIO UTILITY BILLING REFUND WATENSEWER OPERATION 38.67 18313 GRELLY AUTO PARTS UDISTRIBUTOR ROTOR AND CAP EQUIPMENT RENTAL 20.73 ORELLY AUTO PARTS UDISTRIBUTOR ROTOR AND CAP EQUIPMENT RENTAL 46.46 ORELLY AUTO PARTS HEADLIGHT ASSEMBLY EQUIPMENT RENTAL 20.371 ORELLY AUTO PARTS VOID BARKE PADS, ROTOR, SEAL EQUIPMENT RENTAL 250.02 16314 PACIFIC NP POLUTION FREEMAN 2023 FOG FORUM TRAINING UTIL ADMIN 200.00 16314 PARKNOBILE, LLC SIGNS FOR BOAT LAUNCH GENERAL FUND 20.00 16314 PARKNOBILE, LLC SIGNS FOR BOAT LAUNCH GENERAL FUND 20.02 16314 PARKNOBILE, LLC		ODP BUSINESS SOLUTIO	USB DUAL	STREET CLEANING	35.71
ODP BUSINESS SOLUTIO UTIL ADMIN 58.94 ODP BUSINESS SOLUTIO LIGHTINIG USB CHARGER STREET CLEANING 61.22 ODP BUSINESS SOLUTIO PERSONNEL ADMINISTRATION 134.51 163137 OGRAL, MORID UTILTY BILLING REFUND WATER/SEWE OPERATION 308.07 163138 OREILLY AUTO PARTS VIOL 1 BELT PULLEY EQUIPMENT RENTAL 20.79 163139 OREILLY AUTO PARTS VIOL 1 BELT PULLEY EQUIPMENT RENTAL 20.79 163140 OREILLY AUTO PARTS VIAUE COVER GASKET SET, AIR CONDITIONICS BUIPMENT RENTAL 20.69 0REILLY AUTO PARTS VIAUE COVER GASKET SET, AIR CONDITIONICS BUIPMENT RENTAL 20.69 0REILLY AUTO PARTS VIAUE FADS, ROTOR, SEAL EQUIPMENT RENTAL 203.01 0REILLY AUTO PARTS VIOL BRAKE PADS, ROTOR, SEAL EQUIPMENT RENTAL 203.01 0REILLY AUTO PARTS JACK STANDS EQUIPMENT RENTAL 250.00 163149 PARKMOBILE, LLC SIGNS FOR BOAT LAUNCH		ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	UTILITY BILLING	38.28
ODE BUSINESS SOLUTIO LICHTNING USB CHARGER STREET CLAINING 61.22 ODP BUSINESS SOLUTIO OFFICE SUPPLIES EXECUTIVE ADMIN 62.73 ODP BUSINESS SOLUTIO PERSONNEL ADMINISTRATION 134.51 ODF BUSINESS SOLUTIO UTILITY BILLING REFUND WATENSEWRE OPERADMINISTRATION 308.07 16313 ORFILLY AUTO PARTS VOI - BELT PULLEY EQUIPMENT RENTAL 20.79 OREILLY AUTO PARTS VALVE COVER GASKET SET, AIR CONDITIONING BBUTPMENT RENTAL 20.67 ORFILLY AUTO PARTS VALVE, THROTTLE SENSOR, MOUNTING GASKETCUIPMENT RENTAL 20.67 ORFILLY AUTO PARTS VALVE, THROTTLE SENSOR, MOUNTING GASKETCUIPMENT RENTAL 203.01 ORFILLY AUTO PARTS CONTROLARM, BALLJOINT EQUIPMENT RENTAL 203.01 ORFILLY AUTO PARTS JACK STANDS EQUIPMENT RENTAL 203.01 ORFILLY AUTO PARTS JACK STANDS EQUIPMENT RENTAL 20.02 ORFILLY AUTO PARTS JACK STANDS EQUIPMENT RENTAL 20.02 ORFILLY AUTO PARTS JACK STANDS EQUIPMENT RENTAL 20.02 163149 PACIFIC NV POLLITION FREEMAN 2025 FOR DAT LAUNCH <td></td> <td>ODP BUSINESS SOLUTIO</td> <td>NAME PLATES</td> <td>STORM DRAINAGE</td> <td>42.63</td>		ODP BUSINESS SOLUTIO	NAME PLATES	STORM DRAINAGE	42.63
ODP BUSINESS SOLUTIO OFFICE SUPPLIES EXECUTIVE ADMIN 52.73 ODP BUSINESS SOLUTIO PERSONNEL ADMINISTRATION 134.51 163133 ORELLY AUTO PARTS UTILTY BILLING REFUND WATER/SEVER OFERATION 308.07 163133 ORELLY AUTO PARTS UDISTBUTOR ROTOR AND CAP EQUIPMENT RENTAL 30.47 ORELLY AUTO PARTS VALVE COVER GASKET SET, AIR CONDITONING BGUPMENT RENTAL 20.79 ORELLY AUTO PARTS VALVE COVER GASKET SET, AIR CONDITONING BGUPMENT RENTAL 30.47 ORELLY AUTO PARTS VALVE COVER GASKET SET, AIR CONDITIONING GASKET GUIPMENT RENTAL 20.71 ORELLY AUTO PARTS VALVE, THROTTLE SENSOR, MOUNTING GASKET GUIPMENT RENTAL 250.02 ORELLY AUTO PARTS VOID BRAKE PADS, ROTOR, SEAL EQUIPMENT RENTAL 250.02 163139 PACIFIC NW POLLUTION FREEMAN 2023 FOG FORUM TRAINING UTIL ADMIN 20.00 163141 PARKMOBUE, LLC FREEMAN 2023 FOG FORUM TRAINING GENERAL FUND 250.01 163141 PARKMOBUE, LLC CASE 243.51001 CARE COMMUNITY SERVERO PERATION 20.02 163141 PARKMOBUE, LLC CASE 24.51001 CARE		ODP BUSINESS SOLUTIO		UTIL ADMIN	56.84
ODP BUSINESS SOLUTIO EXECUTIVE ADMIN 92.73 163137 OGRAA, INGRID UTILITY BILLING REFUND WATER/SEVER OPERATION 308.07 163138 ORELLY AUTO PARTS V001-BELT PULLEY EQUIPMENT RENTAL 20.79 16316 ORELLY AUTO PARTS V01-ROTOR AND CAP EQUIPMENT RENTAL 30.47 ORELLY AUTO PARTS VALVE COVER GASKET SET. AIR CONDITIONING BRUTPMENT RENTAL 30.47 ORELLY AUTO PARTS VALVE, CROCON, MOUNTIG GASKET COUPMENT RENTAL 30.47 ORELLY AUTO PARTS VALVE, TREOTTLE SENSOR, MOUNTIG GASKET COUPMENT RENTAL 203.76 ORELLY AUTO PARTS VALVE, TREOTTLE SENSOR, MOUNTIG GASKET COUPMENT RENTAL 203.76 ORELLY AUTO PARTS VALVE, TREOTTLE SENSOR, MOUNTIG GASKET COUPMENT RENTAL 203.76 ORELLY AUTO PARTS JACK STANDS EQUIPMENT RENTAL 203.76 ORELLY AUTO PARTS JACK STANDS EQUIPMENT RENTAL 203.02 163141 PARKMOBLE, LLC SIGNS FOR BOAT LAUNCH EQUIPMENT RENTAL 20.02 163143 PARKMOBLE, LLC SIGNS FOR BOAT LAUNCH GENERAL FUND 20.02 163144 PEROS, RE		ODP BUSINESS SOLUTIO	LIGHTNING USB CHARGER	STREET CLEANING	61.22
ODP BUSINESS SOLUTIO PERSONNEL ADMINISTRATION 134.51 163137 OGARA, INGRID UTILITY BLILING REFUND WATER, SOLWER OPERATION 308.07 163138 ORELLY AUTO PARTS DISTRIBUTOR ROTOR AND CAP EQUIPMENT RENTAL 27.24 0REILLY AUTO PARTS VALVE COVER GASKET SET, AIR CONDITIONING BBUTMENT RENTAL 68.09 07.00 0REILLY AUTO PARTS VALVE COVER GASKET SET, AIR CONDITIONING GASKET GUIPMENT RENTAL 69.09 0REILLY AUTO PARTS VALVE, THROTTLE SENSOR, MOUNTING GASKET GUIPMENT RENTAL 203.71 0REILLY AUTO PARTS VOID BRAKE PADS, ROTOR, SEAL EQUIPMENT RENTAL 250.06 0REILLY AUTO PARTS VOID BRAKE PADS, ROTOR, SEAL EQUIPMENT RENTAL 250.00 163139 PARCINCIEC NW POLITION FREEMAN 2023 FOG FORUM TRAINING UTIL ADMIN 200.00 163141 PARKMOBILE, LLC FREEMAN 2023 FOG FORUM TRAINING UTIL ADMIN 200.00 163141 PARKMOBILE, LLC GENERAL FUND 240.68 16314 PARKMOBILE, LLC CRACK SEAL RODWAVITY SERVICES 240.68 16314 PEDERSON, SHANNON REFUND - GRADLATION PARTY </th <td></td> <td>ODP BUSINESS SOLUTIO</td> <td>OFFICE SUPPLIES</td> <td>EXECUTIVE ADMIN</td> <td>82.20</td>		ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	EXECUTIVE ADMIN	82.20
163137 OGARA, INGRID UTILITY BILLING REFUND WATER/SEWER OPERATION 308.07 163138 ORELLY AUTO PARTS V001 - BELT PULLEY EQUIPMENT RENTAL 20.79 0 ORELLY AUTO PARTS V017 - BELT PULLEY EQUIPMENT RENTAL 304.07 0 ORELLY AUTO PARTS VALVE COVER GASKET SET, AR CONDITIONING BUUTMENT RENTAL 304.7 0 ORELLY AUTO PARTS VALVE, THROTTLE SENSOR, MOUNTING GASKEE COUPMENT RENTAL 203.7 0 ORELLY AUTO PARTS CONTROL ARM, BALL JOINT EQUIPMENT RENTAL 203.06 0 ORELLY AUTO PARTS V001 BRACE PADS, ROTOR, SEAL EQUIPMENT RENTAL 203.06 0 ORELLY AUTO PARTS V001 BRACE PADS, ROTOR, SEAL EQUIPMENT RENTAL 203.06 163149 PALMER, ALISSA REFUND. MENGRAL DEVOID 20.00 163141 PARKMOBILE, LLC SIGNS FOR BOAT LAUNCH GENERAL FUND -20.88 163142 PARTNER CONST PROD CRACK SEAL ROADWAY MINTENANCE 9,753.01 163143 PAGENSON, SHANNON REFUND. ARAL COMMUNY MINTENANCE 9,753.01 163144 PEROS, EDWARD UTILITY BILLING REFUND		ODP BUSINESS SOLUTIO		EXECUTIVE ADMIN	92.73
163138 ORELLY AUTO PARTS V01 + BELT PULLEY EQUIPMENT RENTAL 20.79 ORELLY AUTO PARTS DISTRIBUTOR ROTOR AND CAP EQUIPMENT RENTAL 20.74 ORELLY AUTO PARTS VALVE COVER GASKET SET. AIR CONDITIONIE BEUTPMENT RENTAL 30.47 ORELLY AUTO PARTS VALVE COVER GASKET SET. AIR CONDITIONIE DEUTPMENT RENTAL 20.50 ORELLY AUTO PARTS VALVE, THROTTLE SENSOR, MOUNTING GASKETEQUIPMENT RENTAL 20.30 ORELLY AUTO PARTS CONTROL ARM, BALL JOINT EQUIPMENT RENTAL 20.30 I63139 PACIFIC NW POLLUTION FREEMAN 2023 FOG FORUM TRAINING UTIL ADMIN 200.00 I63140 PARMOBILE, LLC SIGNS FOR BOAT LAUNCH GENERAL FUND 20.00 I63141 PARMOBILE, LLC SIGNS FOR BOAT LAUNCH GENERAL FUND 20.00 I63142 PARTNER CONST FROD CRACK SEAL RECREATION SERVICES 24.088 I63143 PARADOS SAFE HAVEN CASE #23 15010 CARE COMMUNITY SERVICES UNIT 410.83 I63144 PEDERSON, SHANNON REFUND - GRADUATION PARTY PARK-SECREATION 46.00 I63145 PERCES, EDWARD UTILITY BILLING REFUND WATER/SEWER OPERATION 20.20 I63145 PERCEST ENAY LLC REINBURSEMENT - GOLF PRO-SHOP 49.616.02 I63145 <t< th=""><td></td><td>ODP BUSINESS SOLUTIO</td><td></td><td>PERSONNEL ADMINISTRATION</td><td>134.51</td></t<>		ODP BUSINESS SOLUTIO		PERSONNEL ADMINISTRATION	134.51
ORELLY AUTO PARTSDISTRIBUTOR ROTOR AND CAPEQUIPMENT RENTAL27.24ORELLY AUTO PARTSVALVE COVER GASKET SET. AIR CONDITIONING BURPHENT RENTAL69.69ORELLY AUTO PARTSVALVE, THROTTLE SENSOR, MOUNTING GASKETQUIPMENT RENTAL203.71ORELLY AUTO PARTSVOLVE, THROTTLE SENSOR, MOUNTING GASKETQUIPMENT RENTAL203.71ORELLY AUTO PARTSVONI BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL250.42ORELLY AUTO PARTSJACK STANDSEQUIPMENT RENTAL250.42163139PACIFIC NW POLLUTIONFREEMAN 2023 FOG FORUM TRAININGUTIL ADMIN200.00163141PARMKOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND250.00163141PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND29.08163142PARTNER CONST PRODCRACK SEALROADWAW MAINTENANCE240.68163143PASADOS SAFE HAVENCASE #23-16010 CARECOMMUNITY SERVICES UNIT410.98163144PEDERSON, SHANNONREFUND- GRADUATION PARTYPARKS-RECREATION65.00163145PEROS, EDWARDUTILITY BLING REFUNDWATERSEWER OPERATION2.92163146PERTEET ENGINEERINGWATERFRONT REDEVELOPMENTCAPITAL EXPENDITURES8.616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP343.33163148PECT INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP343.32163149PGC INTERBAY LLCMAINTENANCE3.943.55163149PGC INTERBAY LLCGOLF MAINTENANCE2.963.13163149 <td< th=""><td>163137</td><td>OGARA, INGRID</td><td>UTILITY BILLING REFUND</td><td>WATER/SEWER OPERATION</td><td>308.07</td></td<>	163137	OGARA, INGRID	UTILITY BILLING REFUND	WATER/SEWER OPERATION	308.07
OREILLY AUTO PARTSVALVE COVER GASKET SET, AIR CONDITIONING BBUFMENT RENTAL30.47OREILLY AUTO PARTSHEADLIGHT ASSEMBLYEQUIPMENT RENTAL68.69OREILLY AUTO PARTSCONTROL ARM, BALL JOINTEQUIPMENT RENTAL203.71OREILLY AUTO PARTSCONTROL ARM, BALL JOINTEQUIPMENT RENTAL203.71OREILLY AUTO PARTSVOID BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL253.06OREILLY AUTO PARTSVOID BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL250.00163140PALMER, ALISSAREFUND - MEMORIAL DEPOSITGENERAL FUND200.00163141PARTMOBILE, LCSIGNS FOR BOAT LAUNCHGENERAL FUND200.68163142PARTINER CONST PRODCRACK SEALROADWAINITENANCE9,753.01163143PARTNER CONST RODCRACK SEALROADWAINITY SERVICES UNIT410.98163144PEDERSON, SHANNONREFUND - GRADUATION PARTYPARS-RECREATION65.00163145PERTEET ENGINEERINGWATERFRONT REDEVELOPMENTCAPITAL EXPENDITURES8,616.66163147PGG INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP344.33163148PERTEET AULCREIMBURSEMENT - GOLFPRO-SHOP344.33163149PGG INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP344.33163149PGG INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP344.33163149PGG INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP344.33163149PGG INTERBAY LLCREIMBURSEMENT - GOLFRANTENANCE3,366.73<	163138		V001 - BELT PULLEY	EQUIPMENT RENTAL	20.79
OREILLY AUTO PARTSHEADLIGHT ASSEMBLYEQUIPMENT RENTAL69.69OREILLY AUTO PARTSVALVE, THROTTLE SENSOR, MOUNTING GASKEEQUIPMENT RENTAL203.71OREILLY AUTO PARTSVO01 BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL203.71OREILLY AUTO PARTSVO01 BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL253.06OREILLY AUTO PARTSJACK STANDSEQUIPMENT RENTAL250.00163140PALMER, ALISSAREFUND - MEMORIAL DEPOSITGENERAL FUND20.00163141PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHRENERAL FUND-20.88163142PARTNER CONST PRODCRACK SEALROADWAY MAINTENANCE9,753.01163143PASADOS SAFE HAVENCASE #23-15010 CARECOMMUNITY SERVICES UNIT410.88163144PEROS, EDWARDUTILLY BILLING REFUNDPARKS-RECRATION6.00163145PEROS, EDWARDUTILTY BILLING REFUNDWATER/SEWER OPERATION20.92163146PERTEET ENGINEERINGWATERFRONT REDEVELOPMENTCAPTAL EXPENDITURES8.616.66163147PGC INTERBAY LLCPRO-SHOP163.02PGC INTERBAY LLCPRO-SHOP163.02PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02295.3334.33PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02PGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.963.73PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOP163.0		OREILLY AUTO PARTS	DISTRIBUTOR ROTOR AND CAP	EQUIPMENT RENTAL	27.24
OREILLY AUTO PARTSVALVE, THROTTLE SENSOR, MOUNTING GASKE EQUIPMENT RENTAL164.18OREILLY AUTO PARTSCONTROL ARM, BALL JOINTEQUIPMENT RENTAL223.71OREILLY AUTO PARTSVO01 BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL253.06OREILLY AUTO PARTSJACK STANDSEQUIPMENT RENTAL250.00163149PALMER, ALISSAREFUNDMEMORIAL DEPOSITGENERAL FUND200.00163141PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND20.68PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND20.68163142PARTNER CONST PRODCRACK SEALRCOMWAY MAINTENANCE9.753.01163143PASADO'S SAFE HAVENCASE #23-15010 CARECOMMUNITY SERVICES UNIT410.98163143PEORS, EDWARDREFUND - GRADUATION PARTYPARKS-RECREATION65.00163145PEORS, EDWARDWATERFRONT REDEVELOPMENTCAPITAL EXPENDITURES8.616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP491.25PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP491.25PGC INTERBAY LLCMAINTENANCE2.958.13PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE3.066.73PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOP163.43PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOP163.44PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOP </th <td></td> <td>OREILLY AUTO PARTS</td> <td>VALVE COVER GASKET SET, AIR CONDITIONING</td> <td>G BQUTPMENT RENTAL</td> <td>30.47</td>		OREILLY AUTO PARTS	VALVE COVER GASKET SET, AIR CONDITIONING	G BQUT PMENT RENTAL	30.47
OREILLY AUTO PARTS OREILLY AUTO PARTSCONTROLARM. BALL JOINTEQUIPMENT RENTAL203.71OREILLY AUTO PARTSY001 BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL253.06163139PACIFIC NW POLLUTIONFREEMAN 2023 FOG FORUM TRAININGUTIL ADMIN200.00163140PALMER, ALISSAREFUND - MEMORIAL DEPOSITGENERAL FUND250.00163141PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND206.88163142PARTMER CONST PRODCASC KSALRECREATION SERVICES240.68163143PASADOTS SAFE HAVENCASE K3-15010 CARECOMMUNITY SERVICES UNIT410.38163144PEDERSON, SHANNONREFUND - GRADUATION PARTYPARKS-RECREATION65.00163145PEROS, EDWARDUTILITY BILLING REFUNDWATER/SEWER OPERATION20.92163146PEROS, EDWARDWATER/RONT REDEVLOPMENTCAPITAL EXPENDITURES8.616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP491.35PGG INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP491.35PGC INTERBAY LLCREIMBURSEMENT - GOLFRAINTENANCE3.943.31PGC INTERBAY LLCREIMBURSEMENT - GOLFMAINTENANCE3.943.31PGC INTERBAY LLC </th <td></td> <td>OREILLY AUTO PARTS</td> <td>HEADLIGHT ASSEMBLY</td> <td>EQUIPMENT RENTAL</td> <td>69.69</td>		OREILLY AUTO PARTS	HEADLIGHT ASSEMBLY	EQUIPMENT RENTAL	69.69
OREILLY AUTO PARTS OREILLY AUTO PARTSCONTROLARM. BALL JOINTEQUIPMENT RENTAL203.71OREILLY AUTO PARTSY001 BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL253.06163139PACIFIC NW POLLUTIONFREEMAN 2023 FOG FORUM TRAININGUTIL ADMIN200.00163140PALMER, ALISSAREFUND - MEMORIAL DEPOSITGENERAL FUND250.00163141PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND206.88163142PARTMER CONST PRODCASC KSALRECREATION SERVICES240.68163143PASADOTS SAFE HAVENCASE K3-15010 CARECOMMUNITY SERVICES UNIT410.38163144PEDERSON, SHANNONREFUND - GRADUATION PARTYPARKS-RECREATION65.00163145PEROS, EDWARDUTILITY BILLING REFUNDWATER/SEWER OPERATION20.92163146PEROS, EDWARDWATER/RONT REDEVLOPMENTCAPITAL EXPENDITURES8.616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP491.35PGG INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP491.35PGC INTERBAY LLCREIMBURSEMENT - GOLFRAINTENANCE3.943.31PGC INTERBAY LLCREIMBURSEMENT - GOLFMAINTENANCE3.943.31PGC INTERBAY LLC </th <td></td> <td>OREILLY AUTO PARTS</td> <td>VALVE, THROTTLE SENSOR, MOUNTING GASKI</td> <td>E EQUIPMENT RENTAL</td> <td>164.18</td>		OREILLY AUTO PARTS	VALVE, THROTTLE SENSOR, MOUNTING GASKI	E EQUIPMENT RENTAL	164.18
OREILLY AUTO PARTSV001 BRAKE PADS, ROTOR, SEALEQUIPMENT RENTAL253.06076ILLY AUTO PARTSJACK STANDSEQUIPMENT RENTAL750.42163139PACIFC NW POLIUTIONFREEMAN 2023 FOG FORUM TRAININGUTIL ADMIN200.00163140PALMER, ALISSAREFUND - MEMORIAL DEPOSITGENERAL FUND20.80163141PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND20.88163142PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHRCRERAL FUND9,753.01163143PASLOOS SAFE HAVENCASE #23-15010 CARECOMMUNITY SERVICES UNIT410.88163144PEROS, EDWARDUTILITY BILLING REFUNDWATERSERVICE OPERATION20.22163145PEROS, EDWARDUTILITY BILLING REFUNDWATERSEVER OPERATION20.92163146PERTEET ENGINEERINGWATERRONT REDEVELOPMENTCAPITAL EXPENDITURES8,616.66163147PGC INTERBAY LLCPRO-SHOP491.25PGC INTERBAY LLCFRIMBURSEMENT - GOLFPRO-SHOP491.25PGC INTERBAY LLCFRIMBURSEMENT - GOLFPRO-SHOP491.25PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCGOLF MAINTENANCE3,243.72PGC INTERBAY LLCGOLF MAINTENANCE3,243.72PGC INTERBAY LLCGOLF MAINTENANCE3,243.72PGC INTERBAY LLCGOLF MAINTENANCE3,243.72PGC INTERBAY LLCGOLF MAINTENANCE1,549.36PGC INTERBAY LLCGOLF ADMENORE1,640.86 <td></td> <td>OREILLY AUTO PARTS</td> <td></td> <td></td> <td></td>		OREILLY AUTO PARTS			
OREILLY AUTO PARTSJACK STANDSEQUIPMENT RENTAL750.42163139PACIFIC NW POLLUTIONFREEMAN 2023 FOG FORUM TRAININGUTIL ADMIN200.00163140PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND20.68163142PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND20.68163142PARTNER CONST PRODCRACK SEALROADWAY MAINTENANCE9,753.01163143PASADO'S SAFE HAVENCASE #23-15010 CARECOMUNITY SERVICES UNIT410.98163144PEDERSON, SHANNONREFUND - GRADUATION PARTYPARKS-RECREATION65.00163145PEROS, EDWARDUTILITY BILLING REFUNDWATER/SEWER OPERATION8,616.66163146PERCES, EDWARDUTILITY BILLING REFUNDCAPITAL EXPENDITURES8,616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP149.25163147PGC INTERBAY LLCMAINTENANCE9.92.41163147PGC INTERBAY LLCMAINTENANCE9.92.41163147PGC INTERBAY LLCMAINTENANCE2.958.13163148PGC INTERBAY LLCMAINTENANCE3.243.72163149PGC INTERBAY LLCMAINTENANCE3.243.72163149PGC INTERBAY LLCMAINTENANCE3.243.72163149PGC INTERBAY LLCMAINTENANCE3.243.72163149PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPO-SHOP163149PGC INTERBAY LLCFLAT WASHE		OREILLY AUTO PARTS		EQUIPMENT RENTAL	253.06
163140PALMER, ALISSAREFUND - MEMORIAL DEPOSITGENERAL, FUND250.00163141PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL, FUND-20.68PARKMOBILE, LLCPARTNER CONST PRODCRACK SEALRCCREATION SERVICES240.68163143PASADO'S SAFE HAVENCASE #23-15010 CARECOMMUNITY SERVICES UNIT410.98163144PEDERSON, SHANNONREFUND - GRADUATION PARTYPARKS-RECREATION65.00163145PEROS, EDWARDUTILITY BILLING REFUNDCAPITAL EXPENDITURES8.616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP384.33PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP491.25PGC INTERBAY LLCPGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.936.67PGC INTERBAY LLCMAINTENANCE3.93.36PGC INTERBAY LLCMAINTENANCE3.94.33PGC INTERBAY LLCMAINTENANCE3.94.36PGC INTERBAY LLCMAINTENANCE3.94.36PGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.966.73PGC INTERBAY LLCMAINTENANCE3.966.73		OREILLY AUTO PARTS		EQUIPMENT RENTAL	750.42
163140PALMER, ALISSAREFUND - MEMORIAL DEPOSITGENERAL FUND250.00163141PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL, FUND-20.68PARKMOBILE, LLCRECREATION SERVICES240.68163142PARTNER CONST PRODCRACK SEALROADWAY MAINTENANCE9,753.01163143PASADO'S SAFE HAVENCASE #23-15010 CARECOMMUNITY SERVICES UNIT410.98163144PEDERSON, SHANNONREFUND - GRADUATION PARTYPARKS-RECREATION65.00163145PEROS, EDWARDUTILITY BILLIOR REFUNDWATER/SEWER OPERATION20.92163146PERTEET ENGINEERINGWATERFRONT REDEVELOPMENTCAPITAL EXPENDITURES8,616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02PGC INTERBAY LLCPRO-SHOP491.2596C INTERBAY LLCPRO-SHOP491.25PGC INTERBAY LLCMAINTENANCE1,335.9596C INTERBAY LLCMAINTENANCE3,966.73PGC INTERBAY LLCMAINTENANCE3,066.73MAINTENANCE3,93.36PGC INTERBAY LLCMAINTENANCE4,160.449,95PGC INTERBAY LLCMAINTENANCE3,93.3660.16.73PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPMAINTENANCE4,93.36163149PLATT ELECTRICFLAT WASHERSMAINTENANCE8,946.06PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPGC INTERBAY LLCMAINTENANCE15,649.36163149PLA	163139	PACIFIC NW POLLUTION	FREEMAN 2023 FOG FORUM TRAINING	UTIL ADMIN	200.00
163141PARKMOBILE, LLC PARKMOBILE, LLCSIGNS FOR BOAT LAUNCHGENERAL FUND-20.68163142PARTNER CONST PRODCRACK SEALRCAREATION SERVICES240.68163143PASADO'S SAFE HAVENCASE #23-15010 CARECOMMUNITY SERVICES UNIT410.98163144PEDERSON, SHANNONREFUND - GRADUATION PARTYPARKS-RECREATION65.00163145PEROS, EDWARDUTILITY BILLING REFUNDWATER/SEWER OPERATION20.92163146PERTEET ENGINEERINGWATERFRONT REDEVELOPMENTCAPITAL EXPENDITURES8.616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP384.33PGC INTERBAY LLCPRO-SHOP163.35.95PGC INTERBAY LLCMAINTENANCE13.35.95PGC INTERBAY LLCMAINTENANCE13.35.95PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE4.60.64PGC INTERBAY LLCMAINTENANCE4.60.64PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10.817.71PGC INTERBAY LLCFLAT WASHERSTRANSPORTATION47.95163148PLATT ELECTRICFLAT WASHERSGOLF COURSE8.640.66PGC INTERBAY LLCJD CARDGENERAL, FUND-1.65POLICE & SHERIFFS PRID CARDGENERAL, F	163140	PALMER. ALISSA	REFUND - MEMORIAL DEPOSIT	GENERAL FUND	
PARKMOBILE, LLC RECREATION SERVICES 240.68 163142 PARTINER CONST PROD CRACK SEAL ROADWAY MAINTENANCE 9,753.01 163143 PASADO'S SAFE HAVEN CASE #23-15010 CARE COMMUNITY SERVICES UNIT 410.98 163144 PEDERSON, SHANNON REFUND - GRADUATION PARTY PARKS-RECREATION 65.00 163145 PEROS, EDWARD UTILITY BILLING REFUND WATER/SEWER OPERATION 20.92 163145 PEROS, EDWARD UTILITY BILLING REFUND WATER/SEWER OPERATION 8.616.66 163147 PGC INTERBAY LLC REIMBURSEMENT - GOLF PRO-SHOP 481.33 PGC INTERBAY LLC PRO-SHOP 491.25 9.62 11.335.95 PGC INTERBAY LLC MAINTENANCE 2.958.13 1.335.95 PGC INTERBAY LLC MAINTENANCE 3.046.73 PGC INTERBAY LLC MAINTENANCE 3.043.30 PGC INTERBAY LLC MAINTENANCE 3.046.73 PGC INTERBAY LLC MAINTENANCE 3.046.73 PGC INTERBAY LLC MAINTENANCE 3.046.73 PGC INTERBAY LLC <td< th=""><td></td><td></td><td>SIGNS FOR BOAT LAUNCH</td><td>GENERAL FUND</td><td></td></td<>			SIGNS FOR BOAT LAUNCH	GENERAL FUND	
163142 PARTNER CONST PROD CRACK SEAL ROADWAY MAINTENANCE 9,753.01 163143 PASADO'S SAFE HAVEN CASE #23-15010 CARE COMUNITY SERVICES UNIT 410.98 163144 PEDERSON, SHANNON REFUND. GRADUATION PARTY PARKS-RECREATION 65.00 163145 PEROS, EDWARD UTILTY BILLING REFUND WATER/SEVER OPERATION 20.92 163146 PERTEET ENGINEERING WATER/SEVER OPERATION 20.92 163147 PGC INTERBAY LLC REIMBURSEMENT - GOLF PRO-SHOP 163.02 PGC INTERBAY LLC REIMBURSEMENT - GOLF PRO-SHOP 491.25 PGC INTERBAY LLC MAINTENANCE 892.41 PGC INTERBAY LLC MAINTENANCE 2.958.13 PGC INTERBAY LLC MAINTENANCE 2.958.13 PGC INTERBAY LLC MAINTENANCE 3.066.73 PGC INTERBAY LLC MAINTENANCE 3.943.61 PGC INTERBAY LLC MAINTENANCE 3.943.61 PGC INTERBAY LLC GOLF MAINTENANCE, PROSHOP 10.817.11 PGC INTERBAY LLC GOLF COURSE 8.546.06				RECREATION SERVICES	
163143PASADO'S SAFE HAVENCASE #23-15010 CARECOMMUNITY SERVICES UNIT410.98163144PEDERSON, SHANNONREFUND - GRADUATION PARTYPARKS-REGREATION65.00163145PEROS, EDWARDUTILITY BILLING REFUNDWATER/SEWER OPERATION20.20163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02PGC INTERBAY LLCPCO-SINOP491.25PGC INTERBAY LLCPRO-SHOP491.25PGC INTERBAY LLCPGC INTERBAY LLCPGC INTERBAY LLCPGC INTERBAY LLCMAINTENANCE2.958.13PGC INTERBAY LLCMAINTENANCE2.958.13PGC INTERBAY LLCMAINTENANCE3.066.73PGC INTERBAY LLCMAINTENANCE3.066.73PGC INTERBAY LLCMAINTENANCE3.046.73PGC INTERBAY LLCMAINTENANCE3.043.66PGC INTERBAY LLCMAINTENANCE3.046.73PGC INTERBAY LLCMAINTENANCE3.046.73PGC INTERBAY LLCMAINTENANCE3.04.36PGC INTERBAY LLCMAINTENANCE3.04.36PGC INTERBAY LLCMAINTENANCE8.546.06PGC INTERBAY LLCMAINTENANCE8.546.06PGC INTERBAY LLCMAINTENANCE8.546.06PGC INTERBAY LLCFLAT WASHERSMAINTENANCEPGC INTERBAY LLCMAINTENANCE15.469.36PGC INTERBAY LLCFLAT WASHERSMAINTENANCEPGC INTERBAY LLCFLAT WASHERSTRANSPORTATIONPGC INTERBAY LLCFLAT WASHERSTRANSPORTATIONPGC INTERBAY LLCFLAT WAS	163142		CRACK SEAL	ROADWAY MAINTENANCE	9,753.01
163145PEROS, EDWARDUTILITY BILLING REFUNDWATER/SEWER OPERATION20.92163146PERTEET ENGINEERINGWATERFRONT REDEVELOPMENTCAPITAL EXPENDITURES8,616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02PGC INTERBAY LLCPRO-SHOP384.3394.33PGC INTERBAY LLCPRO-SHOP491.25PGC INTERBAY LLCMAINTENANCE892.41PGC INTERBAY LLCMAINTENANCE892.41PGC INTERBAY LLCMAINTENANCE2.958.13PGC INTERBAY LLCMAINTENANCE3.066.73PGC INTERBAY LLCMAINTENANCE3.066.73PGC INTERBAY LLCMAINTENANCE3.046.73PGC INTERBAY LLCMAINTENANCE3.046.73PGC INTERBAY LLCMAINTENANCE4.160.44PGC INTERBAY LLCMAINTENANCE8.344.36PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10.817.71PGC INTERBAY LLCFLAT WASHERSTRANSPORTATION47.955163149POLICE & SHERIFFS PRID CARDGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSGENERAL FUND1.65POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163149POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPPARK & RECREATION FAC8.492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAIN	163143	PASADO'S SAFE HAVEN	CASE #23-15010 CARE	COMMUNITY SERVICES UNIT	
163145PEROS, EDWARDUTILITY BILLING REFUNDWATER/SEWER OPERATION20.92163146PERTEET ENGINEERINGWATERFRONT REDEVELOPMENTCAPITAL EXPENDITURES8,616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP384.33PGC INTERBAY LLCPRO-SHOP384.33PGC INTERBAY LLCPRO-SHOP491.25PGC INTERBAY LLCMAINTENANCE892.41PGC INTERBAY LLCMAINTENANCE892.41PGC INTERBAY LLCMAINTENANCE2.958.13PGC INTERBAY LLCMAINTENANCE3.046.73PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE4.160.44PGC INTERBAY LLCMAINTENANCE4.160.44PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPRO-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10.817.71PGC INTERBAY LLCFLAT WASHERSTRANSPORTATION47.955163148PLATT ELECTRICFLAT WASHERSTRANSPORTATION47.955163149POLICE & SHERIFFS PRID CARDGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPPARK & RECREATION FAC8.492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE RANING-FIREARMS4.593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00 <td>163144</td> <td>PEDERSON, SHANNON</td> <td>REFUND - GRADUATION PARTY</td> <td>PARKS-RECREATION</td> <td>65.00</td>	163144	PEDERSON, SHANNON	REFUND - GRADUATION PARTY	PARKS-RECREATION	65.00
163146PERTEET ENGINEERINGWATERFRONT REDEVELOPMENTCAPITAL EXPENDITURES8,616.66163147PGC INTERBAY LLCREIMBURSEMENT - GOLFPRO-SHOP163.02PGC INTERBAY LLCPRO-SHOP384.33PGC INTERBAY LLCPRO-SHOP491.25PGC INTERBAY LLCMAINTENANCE892.41PGC INTERBAY LLCMAINTENANCE2,958.13PGC INTERBAY LLCMAINTENANCE2,958.13PGC INTERBAY LLCMAINTENANCE3,066.73PGC INTERBAY LLCMAINTENANCE3,066.73PGC INTERBAY LLCMAINTENANCE3,046.73PGC INTERBAY LLCMAINTENANCE3,046.73PGC INTERBAY LLCMAINTENANCE4,160.44PGC INTERBAY LLCMAINTENANCE8,394.36PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGILCE & SHERIFFS PRID CARDGENERAL FUND1.65POLICE & SHERIFFS PRID CARDGENERAL FUND1.65POLICE & SHERIFFS PRID CARDSGENERAL FUND1.65POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25POLICE & SHERIFFS PRID CARDS<	163145		UTILITY BILLING REFUND	WATER/SEWER OPERATION	
PGC INTERBAY LLCPRO-SHOP384.33PGC INTERBAY LLCPRO-SHOP491.25PGC INTERBAY LLCMAINTENANCE882.41PGC INTERBAY LLCMAINTENANCE1.335.95PGC INTERBAY LLCMAINTENANCE2.958.13PGC INTERBAY LLCMAINTENANCE2.958.13PGC INTERBAY LLCMAINTENANCE3.066.73PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE3.243.72PGC INTERBAY LLCMAINTENANCE8.394.36PGC INTERBAY LLCMAINTENANCE8.394.36PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPOC-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPOC-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPOC-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPOL-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCEPOL-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPOL-SHOP10.817.71PGC INTERBAY LLCGOLF MAINTENANCEPOL-SHOP <td< th=""><td>163146</td><td>PERTEET ENGINEERING</td><td>WATERFRONT REDEVELOPMENT</td><td>CAPITAL EXPENDITURES</td><td>8,616.66</td></td<>	163146	PERTEET ENGINEERING	WATERFRONT REDEVELOPMENT	CAPITAL EXPENDITURES	8,616.66
PGC INTERBAY LLCPRO-SHOP384.33PGC INTERBAY LLCPRO-SHOP491.25PGC INTERBAY LLCMAINTENANCE892.41PGC INTERBAY LLCMAINTENANCE1,33.95PGC INTERBAY LLCMAINTENANCE2,958.13PGC INTERBAY LLCMAINTENANCE2,958.13PGC INTERBAY LLCMAINTENANCE3,066.73PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE4,160.44PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPOL-SHOP10,817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPOC-SHOP10,817.71PGC INTERBAY LLCFLAT WASHERSTRANSPORTATION47.95163148PLATT ELECTRICFLAT WASHERSTRANSPORTATION47.95163149POLICE & SHERIFFS PRID CARDSGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSGENERAL FUND19.25POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25POLICE & SHERIFFS PRID CARDSDETEN	163147	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	PRO-SHOP	163.02
PGC INTERBAY LLCMAINTENANCE892.41PGC INTERBAY LLCMAINTENANCE1,335.95PGC INTERBAY LLCMAINTENANCE2,958.13PGC INTERBAY LLCMAINTENANCE3,066.73PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE4,160.44PGC INTERBAY LLCMAINTENANCE8,394.36PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGC INTERBAY LLCFLAT WASHERSTRANSPORTATION47.95163148PLATT ELECTRICFLAT WASHERSTRANSPORTATION47.95163149POLICE & SHERIFFS PRID CARDGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00		PGC INTERBAY LLC		PRO-SHOP	384.33
PGC INTERBAY LLCMAINTENANCE1,335.95PGC INTERBAY LLCMAINTENANCE2,958.13PGC INTERBAY LLCMAINTENANCE3,066.73PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE8,394.36PGC INTERBAY LLCGOLF COURSE8,394.36PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGC INTERBAY LLCGOLF COURSE8,546.0615,469.36163148PLATT ELECTRICFLAT WASHERSTRANSPORTATION47.95163149POLICE & SHERIFFS PRID CARDGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55<		PGC INTERBAY LLC		PRO-SHOP	491.25
PGC INTERBAY LLCMAINTENANCE2,958.13PGC INTERBAY LLCMAINTENANCE3,066.73PGC INTERBAY LLCMAINTENANCE3,243.72PGC INTERBAY LLCMAINTENANCE4,160.44PGC INTERBAY LLCMAINTENANCE8,394.36PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPGOLF COURSEPGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOPPGC INTERBAY LLCMAINTENANCE15,469.36PGC INTERBAY LLCFLAT WASHERSTRANSPORTATIONPGC INTERBAY LLCFLAT WASHERSGENERAL FUND163148PLATT ELECTRICFLAT WASHERSGENERAL FUND163149POLICE & SHERIFFS PRID CARDGENERAL FUNDPOLICE & SHERIFFS PRID CARDSGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00		PGC INTERBAY LLC		MAINTENANCE	892.41
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PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPGOLF COURSE8,546.06PGC INTERBAY LLCPRO-SHOP10,817.71PGC INTERBAY LLCFLAT WASHERSMAINTENANCE163148PLATT ELECTRICFLAT WASHERSTRANSPORTATION163149POLICE & SHERIFFS PRID CARDGENERAL FUNDPOLICE & SHERIFFS PRID CARDSGENERAL FUNDPOLICE & SHERIFFS PRID CARDSGENERAL FUNDPOLICE & SHERIFFS PRID CARDSDETENTION & CORRECTIONPOLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUNDPORTABLE TANK GROUPFLASH CAP SUP KITPOLICE TRAINING-FIREARMS8,492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE PATROL297.00		PGC INTERBAY LLC		MAINTENANCE	4,160.44
PGC INTERBAY LLCGOLF MAINTENANCE, PROSHOPPRO-SHOP10,817.71PGC INTERBAY LLCMAINTENANCE15,469.36163148PLATT ELECTRICFLAT WASHERSTRANSPORTATION163149POLICE & SHERIFFS PRID CARDGENERAL FUNDPOLICE & SHERIFFS PRID CARDSGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSGENERAL FUND19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE PATROL297.00		PGC INTERBAY LLC		MAINTENANCE	8,394.36
PGC INTERBAY LLCMAINTENANCE15,469.36163148PLATT ELECTRICFLAT WASHERSTRANSPORTATION47.95163149POLICE & SHERIFFS PRID CARDGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDPOLICE PATROL19.25POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPFLASH CAP SUP KITPOLICE TRAINING-FIREARMS8,492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE PATROL297.00		PGC INTERBAY LLC		GOLF COURSE	8,546.06
163148PLATT ELECTRICFLAT WASHERSTRANSPORTATION47.95163149POLICE & SHERIFFS PRID CARDGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDPOLICE PATROL19.25POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00		PGC INTERBAY LLC	GOLF MAINTENANCE, PROSHOP	PRO-SHOP	10,817.71
163149POLICE & SHERIFFS PRID CARDGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDSGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDPOLICE PATROL19.25POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPFLASH CAP SUP KITPOLICE TRAINING-FIREARMS8,492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00		PGC INTERBAY LLC		MAINTENANCE	15,469.36
POLICE & SHERIFFS PRID CARDSGENERAL FUND-1.65POLICE & SHERIFFS PRID CARDPOLICE PATROL19.25POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPPARK & RECREATION FAC8,492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00	163148	PLATT ELECTRIC	FLAT WASHERS	TRANSPORTATION	47.95
POLICE & SHERIFFS PRID CARDPOLICE PATROL19.25POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPFLASH CAP SUP KITPARK & RECREATION FAC8,492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00	163149	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.65
POLICE & SHERIFFS PRID CARDSDETENTION & CORRECTION19.25163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPPARK & RECREATION FAC8,492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00		POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.65
163150PORTABLE TANK GROUPHANGING BASKET WATER SYSTEMGENERAL FUND-729.69PORTABLE TANK GROUPPARK & RECREATION FAC8,492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00		POLICE & SHERIFFS PR	ID CARD	POLICE PATROL	19.25
PORTABLE TANK GROUPPARK & RECREATION FAC8,492.37163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00		POLICE & SHERIFFS PR	ID CARDS	DETENTION & CORRECTION	19.25
163151PROFORCE LAW ENFORCFLASH CAP SUP KITPOLICE TRAINING-FIREARMS4,593.55163152PUBLIC SAFETY TESTINPOLICE ADD-ONPOLICE PATROL297.00	163150	PORTABLE TANK GROUP	HANGING BASKET WATER SYSTEM	GENERAL FUND	-729.69
163152 PUBLIC SAFETY TESTIN POLICE ADD-ON POLICE PATROL 297.00		PORTABLE TANK GROUP		PARK & RECREATION FAC	8,492.37
	163151	PROFORCE LAW ENFORC	FLASH CAP SUP KIT	POLICE TRAINING-FIREARMS	4,593.55
18	163152	PUBLIC SAFETY TESTIN	POLICE ADD-ON	POLICE PATROL	297.00
					18

CITY OF MARYSVILLE INVOICE LIST

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		OR INVOICES FROM 5/24/2023 TO 5/24/2023	ACCOUNT	ITEM
<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	DESCRIPTION	AMOUNT
163153	PUD	ACCT #202461026	MAINT OF GENL PLANT	24.41
	PUD	ACCT #220681340	STORM DRAINAGE	24.41
	PUD	ACCT #202794657	TRANSPORTATION	42.37
	PUD	ACCT #203199732	TRANSPORTATION	51.42
	PUD	ACCT #223514563	TRANSPORTATION	56.35
	PUD	ACCT #203430897	STREET LIGHTING	58.18
	PUD	ACCT #202288585	TRANSPORTATION	59.62
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	59.81
	PUD	ACCT #202368544	TRANSPORTATION	59.90
	PUD	ACCT #202368551	PARK & RECREATION FAC	62.79
	PUD	ACCT # 222772634	TRANSPORTATION	68.33
	PUD	ACCT #202524690	PUMPING PLANT	79.20
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	95.24
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	107.03
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	149.73
	PUD	ACCT #222025900	PUMPING PLANT	162.51
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	197.47
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	206.84
	PUD	ACCT #202000329	PARK & RECREATION FAC	214.97
	PUD	ACCT #201021607	PARK & RECREATION FAC	218.55
	PUD	ACCT #201247699	STREET LIGHTING	236.27
	PUD	ACCT #201021698	PARK & RECREATION FAC	332.49
	PUD	ACCT #220824148	WASTE WATER TREATMENT	425.02
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,358.90
	PUD	ACCT #202075008	WASTE WATER TREATMENT	10,018.49
163154	PUGET SOUND ENERGY	FINAL BILL FOR EMISSIONS BLDG	CAPITAL EXPENDITURES	1,854.65
163155	QUILCEDA EXCAVATION	REFUND - DEPOSIT, USAGE FEE	WATER-UTILITIES/ENVIRONMN	
	QUILCEDA EXCAVATION		WATER/SEWER OPERATION	1,150.00
163156	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	30.00
163157	REECE TRUCKING	SPEED TABLE RETAINAGE RELEASE	GENERAL FUND	3,135.28
163158	ROBERT DROLL LANDSCA	PROFESSIONAL SERVICE 3/1 TO 4/25/23	GMA-PARKS	12,575.80
163159	ROGERS, RICK & CATHY	UBREFUND	WATER/SEWER OPERATION	725.00
163160	RYAN, LINDSEY	TYLER CONNECT 2023	FINANCE-GENL	188.80
	RYAN, LINDSEY	MILEAGE REIMBURSEMENT	FINANCE-GENL	204.36
	RYAN, LINDSEY	MILEAGE, LODGING, FLIGHT	FINANCE-GENL	1,692.08
163161	SAFEWAY INC.	INMATE MEALS	DETENTION & CORRECTION	7.99
100101	SAFEWAY INC.		DETENTION & CORRECTION	8.08
	SAFEWAY INC.	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	23.14
	SAFEWAY INC.	SWEARING IN OF CSO METTE	POLICE ADMINISTRATION	34.39
	SAFEWAY INC.	SUPPLIES	DETENTION & CORRECTION	122.62
163162	SAGW LLC - RENTAL	UB REFUND 8411 63RD ST NE	GARBAGE	239.59
163162	SCORE	JAIL HOUSING	DETENTION & CORRECTION	23,452.66
163163	SECURE A SITE, INC.	INTENT/AFFIDAVIT FILING	CAPITAL EXPENDITURES	23,432.00 87.52
103104	SECURE A SITE, INC.	MCC MONTHLY RENTAL FENCING	CAPITAL EXPENDITURES	938.65
	SECURE A SITE, INC.	MONTHLY FENCE RENTAL	CAPITAL EXPENDITURES	
	SECURE A SITE, INC.	TEMPORARY FENCING	CAPITAL EXPENDITURES	938.65 2,877.22
163165	SECURE A SITE, INC.	152ND SIGNAL REPAIR	TRANSPORTATION	2,077.22 34,246.65
163166	SISKUN POWER EQUIPMENT	ENGINE OIL	PARK & RECREATION FAC	172.90
163167	SKAGIT HOSPITAL	INMATE MEDICAL CARE	DETENTION & CORRECTION	639.00 250.00
163168	SMITH, BRAD	WSPCA SPRING SEMINAR 2023	POLICE PATROL	259.00
163169	SNO CO PUBLIC WORKS	HENDERSHOT	TRANSPORTATION	354.00

CITY OF MARYSVILLE INVOICE LIST

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<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT	
163170	SNO CO TREASURER	JAIL HOUSING	DETENTION & CORRECTION	89,817.53	
163171	SOUND PUBLISHING	2023 PAVEMENT PRESSER	GENL GVRNMNT SERVICES	234.16	
163172	SOUND SAFETY	UNIFORM - THORSON	PARK & RECREATION FAC	670.19	
163173	SPIRIO, KATHERINE &	UTILITY BILLING REFUND	WATER/SEWER OPERATION	133.67	
163174	STAPLES	PAPER CLIPS, LYSOL	MUNICIPAL COURTS	52.73	
163175	STATE ROOFING INC	REFUND - MOBILE HOME PARK NEEDS LNI F	RNINTERGOVERNMENTAL	6.50	
	STATE ROOFING INC		NON-BUS LICENSES AND	150.00	
163176	STILLAGUAMISH OUTDOOR	ADVERTISING	POLICE ADMINISTRATION	4,999.00	
163177	STRICKLER, STEPHEN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	44.72	
163178	SUNBELT RENTALS	SOD CUTTER RENTAL	PARK & RECREATION FAC	133.06	
163179	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	PARK & RECREATION FAC	850.00	
163180	TACOS PIRATA	FILL STATION, HYDRANT METER USAGE/DEF	POSIWATER/SEWER OPERATION	100.00	
163181	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	13,893.19	
	TRANSPO GROUP		GMA - STREET	17,563.74	
163182	TRIPPED ELECTRIC LLC	REFUND - DUPLICATE	COMMUNITY DEVELOPMENT	75.00	
163183	TROWBRIDGE LLC	PAY ESTIMATE/RETAINAGE #2	GMA-PARKS	-4,555.37	
	TROWBRIDGE LLC		GMA-PARKS	99,671.44	
163184	TULALIP TRIBAL COURT	BAIL - FRYBERG	GENERAL FUND	1,000.00	
163185	UNITED SITES OF MARY	PORTABLE TOILET RENTAL	GENERAL FUND	-43.69	
	UNITED SITES OF MARY		PARK & RECREATION FAC	508.49	
163186	USSSA WASHINGTON STATE	REGISTRATION - USSSA TEAM	RECREATION SERVICES	160.00	
163187	VAP ELECTRIC INC	REFUND - WRONG PERMIT TYPE	COMMUNITY DEVELOPMENT	50.00	
163188	VISION CHURCH	GRANT - COVID RELIEF	COMMUNITY	15,250.00	
163189	VOLUNTEERS OF AMERICA	COMMERCE GRANT COVID RELIEF	COMMUNITY	17,396.95	
163190	WA AUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	PERSONNEL ADMINISTRATION		
	WA AUDIOLOGY SRVCS		FACILITY MAINTENANCE	54.17	
	WA AUDIOLOGY SRVCS		GENERAL	54.17	
	WA AUDIOLOGY SRVCS			54.17	
	WA AUDIOLOGY SRVCS		STORM DRAINAGE	54.17	
	WA AUDIOLOGY SRVCS		PURCHASING/CENTRAL	54.17	
	WAAUDIOLOGY SRVCS		FACILITY MAINTENANCE	54.17	
	WAAUDIOLOGY SRVCS		STORM DRAINAGE	54.17	
	WAAUDIOLOGY SRVCS			108.35	
			CUSTODIAL SERVICES	108.36	
				108.36 108.36	
	WAAUDIOLOGY SRVCS WAAUDIOLOGY SRVCS		DEVELOPMENT SERVICES	325.07	
	WAAUDIOLOGY SRVCS		ENGR-GENL EQUIPMENT RENTAL	325.07	
	WAAUDIOLOGY SRVCS		SOLID WASTE OPERATIONS	525.08 595.98	
	WAAUDIOLOGY SRVCS		GENERAL	704.33	
	WA AUDIOLOGY SRVCS		UTIL ADMIN	1,408.67	
163191	WASHINGTON ENERGY SV	REFUND - DUPLICATE PERMIT	COMMUNITY DEVELOPMENT	50.00	
163192	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	276.37	
163193	WEST PAYMENT CENTER	CHARGES 4/1 TO 4/30/23	LEGAL - PROSECUTION	460.73	
	WEST PAYMENT CENTER		LEGAL-GENL	460.74	
163194	WHISTLE WORKWEAR	UNIFORM - CRAVEN	UTILADMIN	182.97	
	WHISTLE WORKWEAR		UTIL ADMIN	275.89	
163195	WHISTLE WORKWEAR	UNIFORM - MARTINSON	UTIL ADMIN	143.39	
163196	WILBUR-ELLIS	2023 HERBICIDE STOCK	ROADSIDE VEGETATION	2,995.63	
163197	WISEMAN, GARRETT	REIMBURSEMENT FOR FUEL	POLICE PATROL	168.37	
	WISEMAN, GARRETT	EXERCISE BIKE	POLICE TRAINING-FIREARMS	200.00	
				20	

DATE: 5/25/2023 TIME: 9:21:29AM			CITY OF MARYSVILLE INVOICE LIST	PAGE: 10	
<u>CHK #</u>	VENDOR		DICES FROM 5/24/2023 TO 5/24/2023 <u>M DESCRIPTION</u>	ACCOUNT DESCRIPTION	ITEM AMOUNT
163198	WURTZ, JOEY WURTZ, JOEY	REFUN	D - METER DEPOSIT, USAGE FEE	WATER-UTILITIES/ENVIRONMN WATER/SEWER OPERATION	l -28.00 1,150.00
163199	ZIONS BANK ZIONS BANK	CUSTO	DIAN/SAFEKEEPING - MAY - AUG 2023	FINANCE-GENL UTIL ADMIN	450.00 450.00
163200	ZIPLY FIBER	ACCT #	3606577495	STREET LIGHTING	61.06
163201	ZIPLY FIBER	ACCT #	3606583635	UTIL ADMIN	36.95
	ZIPLY FIBER			COMMUNITY	36.95
163202	ZIPLY FIBER	ACCT #	3606588575	STORM DRAINAGE	75.12
			WARRANT TO	TAL: <u>2</u>	,848,879.43
ULYSSE	S MANGUNE	VOID	CHECK LOST/DAMAGED	155244 \$13	30.00
REASON FOR VOIDS: INITIATOR ERROR CHECK LOST/DAMAGED			WARRANT	TOTAL: \$2,84	8,749.43

UNCLAIMED PROPERTY

AGENDA ITEM NO. 2.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Senior Accounting Technician Shannon Early, Finance
ITEM TYPE:	Payroll
AGENDA SECTION:	Consent
SUBJECT:	May 25, 2023 Payroll in the Amount of \$1,746,863.38 Paid by EFT Transactions and Check Numbers 34599 through 34625
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS:

AGENDA ITEM NO. 3.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT				
DATE:	June 12, 2023			
SUBMITTED BY:	Engineering Services Manager Ken McIntyre, Public Works			
ITEM TYPE:	Agreement			
AGENDA SECTION:	Consent			
SUBJECT:	Fire Hydrant Easement Agreement - Project Roxy (Amazon Dist. Ctr.) (Au21-0001)			
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the Fire Hydrant Easement Agreement with Amazon.com Services LLC.			
SUMMARY:	Panattoni Development Company is currently constructing the Amazon Distribution Center along 172 nd St NE, between 73 rd Ave NE and 51 st Ave NE in Arlington. The project was known as "Project Roxy" before the public release that it would be an Amazon warehouse.			
	The City of Marysville owns/operates water mains along the north, west and east sides of the property, along with several fire hydrants that are situated the Amazon Facility's frontages. All of these hydrants were relocated to accommodate the required frontage improvements, and the corresponding easements were accepted by Council on November 28, 2022 and subsequently recorded.			
	We recently discovered that one of the hydrants was not included in the prior recording. The attached document corrects this by providing the City with easement rights to access/maintain the one hydrant that was previously omitted.			

Recordable - Fire Hydrant Easement Agreement.pdf

WHEN RECORDED RETURN TO: CITY OF MARYSVILLE 1049 STATE AVENUE MARYSVILLE, WA 98270

DOCUMENT TITLE(S):

FIRE HYDRANT EASEMENT AGREEMENT

REFERENCE NUMBER(S) OF RELATED DOCUMENTS:

N/A

GRANTOR(S), (LAST, FIRST, MIDDLE INITIAL)

AMAZON.COM SERVICES LLC, A DELAWARE LIMITED LIABILITY COMPANY

GRANTEE(S), (LAST, FIRST, MIDDLE INTIAL)

CITY OF MARYSVILLE, WASHINGTON

LEGAL DESCRIPTION :

A portion of the NW1/4 of the NE1/4 of Sec 28, Twn 31 N, Rg 5 E, WM; Also a portion of Lot 1 BLA Rec No 202110225002

ASSESSOR'S PROPERTY TAX PARCEL NUMBER:

31052800103500

AFTER RECORDING, RETURN TO:

CITY OF MARYSVILLE 1049 State Avenue Marysville, WA 98270

FIRE HYDRANT EASEMENT AGREEMENT

- GRANTOR (S): AMAZON.COM SERVICES LLC, a Delaware limited liability company
- GRANTEE (S): City of Marysville, Washington
- LEGAL (Abbrev.): A portion of the NW1/4 of the NE1/4 of Sec 28, Twn 31 N, Rg 5 E, WM; Also a portion of Lot 1 BLA Rec No 202110225002
- **ASSESSOR'S TAX #:** 31052800103500

THIS FIRE HYDRANT EASEMENT AGREEMENT (the "Agreement") is made and entered into this ______ day of, _____ 2023 by and between Amazon.com Services LLC, a Delaware limited liability company, (hereinafter "Grantor") and the City of Marysville, Washington (hereinafter "City" or "Grantee").

WHEREAS, Grantors are the owners of certain property located within the County of Snohomish, Washington legally described on Exhibit A attached hereto ("Grantor's Property"); and

WHEREAS, Grantor wishes to grant an easement to the Grantee to install and maintain fire hydrants on portions of Grantor's Property;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. <u>Grant of Easements by Grantors to the City.</u>

1.1 Grantors convey and grant to the City of Marysville, its successors and assigns and permittees and licensees, a non-exclusive, perpetual easement for fire hydrants and related appurtenances (the "Fire Hydrant Easement") and the right, privilege and authority to construct, alter, improve, repair, operate and maintain the fire hydrant and related appurtenances (collectively, the "Easement Improvements"), over, under and across Grantor's property legally described as follows:

See Attached Exhibis "B" (the "Easement Property")

together with the right to ingress to and egress from the Easement Property across such immediately adjacent lands of the Grantor as reasonably necessary for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling, and operating the said hydrants and appurtenances, and the right at any time to remove said hydrants and appurtenances from said lands.

- 1.2 The Fire Hydrant Easement granted herein is not intended to create a public land fee ownership or to convert the Easement Property to a public forum. The Grantor reserves general ownership rights and the right to continued use the surface of the Easement Property in any manner now existing, including without limitation, the right to construct or install landscaping, pavement, driveways, sidewalks and related improvements in the Easement Property and to install, or permit the installation of, utilities within the Easement Property and grant additional easements, but shall not erect any buildings or structures on the Easement Property; provided, however, that Grantor shall have the right to make any use of the Easement Property not inconsistent with the Grantee's rights hereunder.
- 1.3 After completion of construction of the Easement Improvements, Grantee shall conduct all maintenance, repairs and replacements to the Easement Improvements as necessary to keep the Easement Improvements in good condition and repair (the "Maintenance Obligations"). All Maintenance Obligations shall be completed by Grantee, at Grantee's sole cost and expense, and in conformity with all applicable laws, rules, regulations and ordinances. The Maintenance Obligations shall not include maintenance of the surface of the Easement Property, which surface shall be maintained by Grantor (except as expressly set forth in Section 2.7 below).
- 1.4 The Easement Property and the Easement Improvements may be relocated by Grantor, at Grantor's sole expense, to a location on

27

Grantor's property approved by Grantee in Grantee's reasonable discretion.

2. <u>General Terms.</u>

2.1 <u>Entire Agreement.</u> This Agreement contains all of the agreements of the parties and no prior agreements or understandings pertaining to any such matters shall be effective for any such purpose.

2.2 <u>Modification.</u> No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties.

2.3 <u>Successors in interest</u>. This Fire Hydrant Easement shall be a covenant running with the land and shall be binding on the Grantor, and Grantor's heirs, successors and assigns forever.

2.4 <u>Title</u>. Grantor makes no representation regarding the title of the Easement Property, and Grantor grants this Fire Hydrant Easement subject to all matters of public record.

2.5 <u>Grantee's Obligations</u>. Grantee will perform all work in, under, or upon the Easement Property expeditiously and in a good and workmanlike fashion. Grantee agrees that in performing the work in, under, or upon the Easement Property, Grantee will use reasonable efforts to avoid interfering with operations on the Grantor's property, and Grantee will endeavor to give Grantor at least two days' prior notice of such work when feasible given the circumstances surrounding such work. Grantee represents and warrants that it will maintain the Easement Property and the balance of the Grantor's property free and clear from any liens or encumbrances of any nature whatsoever in connection with the exercise of Grantee's rights set forth in this Agreement.

2.6 <u>Indemnification</u>. To the extent permitted by law, Grantee agrees to indemnify, defend, and hold Grantor and its tenants, occupants, permittees, and invitees harmless from and against any and all claims, causes of action, costs, expenses, losses, liabilities, and damages (collectively, "Claims") arising from or incurred in connection with Grantee's breach of this Agreement or actions undertaken by Grantee or its employees, agents, or contractors in connection with the exercise of any right set forth in this instrument. The foregoing indemnification will not cover any Claims to the extent the same were caused by any act or omission of Grantor or its tenants, occupants, permittees, or invitees. Without limiting the foregoing, Grantee agrees to indemnify, defend, and hold Grantor and its tenants, occupants, permittees, and invitees harmless from and against any Claims arising from or incurred in connection with the release or discharge by Grantee or its employees, agents, or contractors of any hazardous materials into or upon the Easement Property or Grantor's property in connection with this Agreement.

2.7 <u>Restoration</u>. Grantee will, at its sole cost and expense and promptly after completion of its work, restore the surface and subsurface of the Easement Property as

may have been disturbed in the use, operation, maintenance, or repair of Grantee's Easement Improvements in substantially the same condition that existed prior to Grantee's work, and repair all Easement Improvements and replace sod which may have been damaged by work within the Easement Property or which is a direct result of the exercise of the rights herein granted.

2.8 <u>Waiver of Jury Trial</u>. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this easement grant. Each party further waives any right to consolidate any action in which a jury trial has been waived hereunder with any other action in which a jury trial cannot be or has not been waived.

2.9 <u>Attorneys' Fees</u>. The prevailing party in any action to enforce this instrument will be entitled to receive from the other party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing party in such action.

2.10 <u>No Waiver</u>. Neither party's failure to insist on strict performance of any part of this instrument will be construed as a waiver of the performance in any other instance.

2.11 <u>Governing Law; Venue</u>. Construction and interpretation of this instrument will be governed by laws of the state in which the Easement Property is located, excluding any principles of conflicts of laws. Any dispute arising under, in connection with, or incident to this instrument or about its interpretation will be resolved exclusively in the state or federal courts located in the county in which the Easement Property is located. Each of the parties irrevocably submits to those courts' venue and jurisdiction.

2.12 <u>Counterparts</u>. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

2.13 <u>Waiver of Consequential Damages</u>. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business.

2.14 Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be delivered via email only, properly addressed to the email addresses set forth below:

To Grantor:

naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com; and na-realestate@amazon.com To Grantee:

DATED this _____ day of _____, 2023.

[remainder of page intentionally left blank; Signature pages to follow]

.

GRANTOR:

AMAZON.COM SERVICES LLC, a Delaware limited liability company, By: Javier Rojo / Authorized Signator STATE OF TENNESSEE)) COUNTY OF DAVIDSON)

I certify that I know or have satisfactory evidence that <u>Javier Rojo</u> is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the <u>Authorized Signatory</u> of AMAZON.COM SERVICES LLC, a Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this <u>4</u> day of <u>May</u> 2023.

[Notary Seal]



Adam Abernathy Print name: Adam Abernathy

Print name: <u>Adam Abernathy</u> Notary Public in and for the State of Tennessee residing at <u>Nashville</u> My appointment expires: <u>September 8</u>, 2025

[remainder of page intentionally left blank; Signature pages continue] **GRANTEE**:

CITY OF MARYSVILLE, WASHINGTON

By: _____

This record was acknowledged before me on ______ by _____

	as _		of	
(name)		(type of authority)	_	(name of party/company)

Notary Public for the State of Washington My Commission Expires:_____

<u>EXHIBIT A</u>

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THAT PORTION OF NEW LOT 1, AS SHOWN ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, RECORDED AT RECORDING NUMBER 202110225002.

.

<u>EXHIBIT B</u>

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "B" (FIRE HYDRANT EASEMENT)

THAT PORTION OF NEW LOT 1, AS SHOWN ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, RECORDED AT RECORDING NUMBER 202110225002; SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF 172ND STREET NE AND 43RD AVENUE NE, BEING THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; SAID COMMENCING POINT BEING NORTH 87°34′26″ WEST, 2,610.44 FEET FROM THE NORTHEAST SECTION CORNER OF SAID SECTION 28;

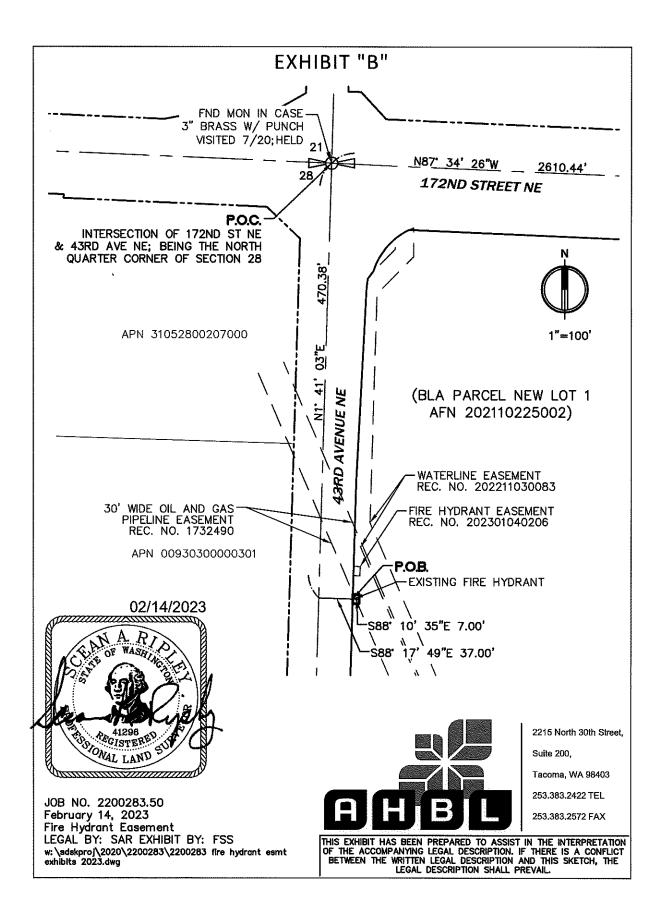
THENCE FROM SAID COMMENCING POINT, ALONG THE CENTERLINE OF SAID 43RD AVENUE NE, SOUTH 01°41'03" WEST, 470.38 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 88°17'49" EAST, 37.00 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY MARGIN OF 43RD AVENUE NE, ALSO BEING THE **POINT OF BEGINNING** OF A 10.00 FOOT WIDE STRIP OF LAND, LYING 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE SOUTH 88°10'35" EAST, 7.00 FEET TO THE **POINT OF TERMINUS** OF SAID DESCRIBED CENTERLINE.

CONTAINING 70 SQUARE FEET.

02/14/2023



AGENDA ITEM NO. 4.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Senior Project Manager Steven Miller, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	Consent
SUBJECT:	Supplemental Agreement No. 2 with Parametrix, Inc. for Design and Permitting of the Geddes Remediation Project
SUGGESTED ACTION:	
	Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 with Parametrix, Inc. for the design and permitting of the Geddes Remediation Project.
SUMMARY:	On April 12, 2021, Council approved a professional services agreement with Parametrix in the amount of \$374,939.37 for design and permitting of the Geddes Remediation project. This project will provide improvements to fill the lagoon, to mitigate environmental impacts, and to provide drainage improvements necessary to reroute stormwater from the existing outfall to Ebey Slough. The project will complete necessary improvements required for the subsequent expansion of the Ebey Waterfront Park.
	The project requires a federal permit from the US Army Corps of Engineers (COE) and requires consideration of stakeholder input from other regulatory agencies. To complete the regulatory process, the project requires additional time to coordinate with the agencies and to revise the preliminary design to secure permits. This no-cost supplement will extend the contract end date to December 31, 2024.

ATTACHMENTS:

PSA_SuppTime 2_05-09-23 PMX signed.pdf

SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN **CITY OF MARYSVILLE** AND PARAMETRIX, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 2 ("Supplemental Agreement No. 2") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City") and Parametrix, a corporation ("Consultant").

WHEREAS, the parties hereto have previously entered into an agreement for design services for the Geddes Remediation Project (the "Original Agreement"), said Original Agreement being dated May 12, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement;

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

1. Section 2 of the Original Agreement, "TERM", is amended to provide that the term will terminate at midnight on December 31, 2024.

2. Each and every provision of the Original Agreement for Professional Services dated May 12, 2021, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____ Jon Nehring, Mayor

DATED this day of , 20 .

PARAMETRIX, INC.

By <u>Jenifer Goung</u> Jenifer Young

Its: EP&C Division Manager

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

AGENDA ITEM NO. 5.



Agenda Bill

CITY COUNCIL AGENDA ITEM F	REPORT
DATE:	June 12, 2023
SUBMITTED BY:	Thadd Zehnder, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	Consent
SUBJECT:	Supplement Agreement No. 1 with KBA, Inc. for Construction Management Services associated with the 52nd St NE and Sunnyside Blvd. Intersection Improvements Project
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with KBA, Inc. for construction management services associated with the 52nd St NE and Sunnyside Blvd Intersection Improvements Project.
SUMMARY:	On July 25, 2022, Council authorized the Mayor to execute a Professional Services Agreement (PSA) with KBA, Inc. (consultant) to provide construction management services for the construction of the 52nd St NE and Sunnyside Blvd. Intersection Improvements project. The project includes signal improvements and construction of new ADA compliant ramps with the associated sidewalk and curb and gutters. The consultant's scope of work for this project includes: daily inspection, record of materials, Federal funding obligation assistance, weekly statement of working days, request for information inquiries, records, closeout, and document control. Due to project delays and various factors over the course of construction to date, additional construction management services from the consultant are required through completion of the project and to ensure compliance with our federal funds. The total estimated cost for this additional work, as negotiated is \$43,446.30, yielding a new contract total of \$160,946.30. In addition, this supplement provides for a time extension through December 29, 2023.

ATTACHMENTS: Supplemental Agreement 1-2 KBA signed.pdf

7/	Washington State
	Department of Transportation

Supplemental Agreement Number Original Agreement Number	Organization and Address				
	Phone:				
Project Number	Execution Date	Completion Date			
Project Title	New Maximum Amount Payable				
Description of Work					
The Local Agency of					
desires to supplement the agreement entered in to	with				
and executed on and identified	as Agreement No				
All provisions in the basic agreement remain in effe	ct except as expressly modif	ied by this supplement.			
The changes to the agreement are described as fol	lows:				
	I				
Section 1, SCOPE OF WORK, is hereby changed t	o read:				

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: ______

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement. If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By:	By:	
Faret M. Dwerlese		

Consultant Signature

Approving Authority Signature

Exhibit "A" Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

ZSTEARS	Sunnyside Blvd. City of Marysville KBA Job No.			Cale	endar		SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
25YEARS							2022	2022	2022	2022	2023	2023	2023	2023	2023	2023	2023
ZSYEARS	KBA Job No						21	21	20	21	21	20	23	20	22	22	20
							168	168	160	168	168	160	184	160	176	176	160
	Cost + Net fee (on DSC Only)						12%	11%	10%	4%	6%	8%	10%	11%	12%	12%	12%
	Prepared On: Prepared by:	5/1/2023 D. Mohler					188	186	176	175	178	173	202	178	197	197	179
	Annual Escalation on DSC	5%					Precon										
	Annual Escalation on DSC	576					Precon										
				Construc	tion Phase					Constr	uction (50 v	orking day	s w/ signal p	pole procure	ment suspe	nsion)	
ESTIMATE OF COSTS																	Closeout
CONFIDENTIAL & PROP	PRIETARY TO KBA, INC.						3007109	3007151	3007241	3007317	3007416	3007482	Estimated	Estimated	Estimated	Estimated	Estimated
			2022	2022	2023	Total	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
KBA Hours			Rate	Mid Yr +	Rate	Hours	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023	2023
Dave Mohler	E6 Engineer / Professional VI		\$62.40	\$68.00	\$72.00	249.0	4.5	19.5	17.5	20.5	44.0	53.0	34.0	10.0	10.0	32.0	4.0
	E5 Resident Engineer/Inspector V		\$58.08	\$58.08	\$58.08	87.0	38.5	48.5	-	-		-		-	-	-	4.0
	P4 Project Controls IV		\$45.00	\$45.00	\$50.00	283.0	23.0	30.0	14.0	16.0	39.0	39.0	50.0	12.0	12.0	40.0	8.
	A2 Administrator III		\$29.00	\$30.00	\$32.32	8.3	2.0	-	1.5	-	-	-	0.75	1.0	1.0	1.0	1.
	A4 Administrator IV		\$44.00	\$47.00	\$51.00	3.0	3.0	-	-	-	-	-	-	-	-	-	
Mojgan Moini	A6 Administrator VI		\$48.52	\$55.00	\$62.00	14.0	2.5	1.5	-	2.0	3.5	2.0	2.5	-	-	-	
Ben Oie	T2 Technical Representative II		\$0.00	\$45.00	\$47.44	418.5	-	-	-	60.0	120.0	58.5	52.0	-	-	120.0	8.
Subtotal - KBA Labor Hou	ours					1,062.8	73.5	99.5	33.0	98.5	206.5	152.5	139.3	23.0	23.0	193.0	21.0
Project Expense	es	Rate	Tax		Loaded Rate	Total Costs	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023
Vehicle - 4 Door SUV																	
Monthly Lease Rate	DE	\$ 1,000	10.4%	10.40%	\$1,104	\$-											
Daily Rate	DE	\$ 50.00	10.4%	10.40%	\$55	\$ 3,463.09		469.21			1,298.97	431.42	383.49			825.00	55.00
Miscellaneous Expenses																	
Office Supplies						\$ 20.16		100.04			4 200 07	124.12	202.40			\$ 20.16	55.00
Subtotal - Direct Expense	es					3,483.25	-	469.21	-	-	1,298.97	431.42	383.49	-	-	845.16	55.00
Subconsultants						Total Costs	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023
GeoTest Subtotal - Subconsultant	Materials Testing					\$ 2,500.00 \$ 2,500.00	\$ - \$ -	\$ -	\$ - \$ -	\$ - \$ -	\$1,250.00 \$1,250.00	\$1,250.00 \$1,250.00	\$ -	\$ -	\$ -	\$ -	\$ ·
Subtotal - Subconsultant						\$ 2,500.00	э -	» -	÷ ڊ	÷ د	\$1,250.00	\$1,230.00	÷ ڊ	÷ ڊ	÷ د	÷ د	¢
			2022	2022	2022	*	650	0.07	NOV	556			MAR	400	MAY		
Combined Cost	ts		2022 Rate	2022 Mid Yr +	2023 Rate	Total DSC	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	мак 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023
	E6 Engineer / Professional VI F5 Resident Engineer/Inspector V		\$62.40	\$68.00	\$72.00 \$58.08	16,075.20	280.80	1,216.80	1,092.00	1,279.20	2,745.60	3,307.20	2,121.60	720.00	720.00	2,304.00	288.0
	E5 Resident Engineer/Inspector V P4 Project Controls IV		\$58.08 \$45.00	\$58.08 \$45.00	\$58.08 \$50.00	5,052.96 13,735.00	2,236.08 1,035.00	2,816.88 1,350.00	- 630.00	720.00	- 1,950.00	- 1,950.00	- 2,500.00	- 600.00	- 600.00	- 2,000.00	400.0
Joanne waiker	A2 Administrator III		\$45.00 \$29.00	\$45.00	\$32.32	256.78	1,035.00	1,550.00	630.00 45.00	120.00	1,950.00	1,950.00	2,500.00	600.00 32.32	600.00 32.32	2,000.00	400.0
Laurene Caudill	A2 Administrator III A4 Administrator IV		\$29.00 \$44.00	\$30.00	\$32.32	141.00	141.00	-	45.00	-	-	-	22.50	32.32	32.32	32.32	32.3
			\$48.52	\$55.00	\$62.00	826.00	137.50	82.50	-	110.00	217.00	124.00	155.00	-	-	-	
Jill Carter	A6 Administrator VI		\$0.00	\$45.00	\$47.44	19,394.92	-	-	-	2,700.00	5,692.80	2,775.24	2,466.88	-	-	5,400.00	360.0
Jill Carter Jill C					2023	55,481.86	3,890.38	5,466.18	1,767.00	4,809.20	10,605.40	8,156.44	7,265.98	1,352.32	1,352.32	9,736.32	1,080.3
Jill Carter J Mojgan Moini J		ary Costs	2022														
Jill Carter Jill C	T2 Technical Representative II		2022 155.78%		155.78%	26,948.35	964.75	2,024.05	1,771.22	2,164.10	4,615.14	5,345.12	3,581.54	1,171.96	1,171.96	3,639.52	498.9
Jill Carter Jill C	T2 Technical Representative II Direct Sal	(Home) @				26,948.35 55,888.28	964.75 4,787.88	2,024.05 6,099.06	1,771.22 922.13	2,164.10 5,005.85	4,615.14 11,186.77	5,345.12 6,916.33	3,581.54 7,270.02	1,171.96 878.22		3,639.52 10,831.38	
Jill Carter Jill C	T2 Technical Representative II Direct Sal Overhead	(Home) @ d (Field) @	155.78%		155.78%										1,171.96		1,112.4
Jill Carter Jill C	T2 Technical Representative II Direct Sal Overhead Overhead Subtotal 4	(Home) @ d (Field) @	155.78% 146.37% 2022 30.00%		155.78% 146.37% 2022 30.00%	55,888.28	4,787.88 5,752.63 1,167.11	6,099.06 8,123.11 1,639.85	922.13 2,693.35 530.10	5,005.85 7,169.95 1,442.76	11,186.77 15,801.90 3,181.62	6,916.33 12,261.46 2,446.93	7,270.02 10,851.56 2,179.79	878.22 2,050.18 405.70	1,171.96 878.22 2,050.18 405.70	10,831.38 14,470.90 2,920.90	1,112.4 1,611.4 324.1
Jill Carter Jill C	T2 Technical Representative II Direct Sal Overhead Overhead Subtotal 4	(Home) @ d (Field) @ Overhead	155.78% 146.37% 2022 30.00%	(DSC + OH	155.78% 146.37% 2022 30.00%	55,888.28 82,836.63 16,644.56 154,963.05	4,787.88 5,752.63	6,099.06 8,123.11	922.13 2,693.35	5,005.85 7,169.95	11,186.77 15,801.90	6,916.33 12,261.46 2,446.93 22,864.83	7,270.02 10,851.56	878.22 2,050.18	1,171.96 878.22 2,050.18	10,831.38 14,470.90 2,920.90 27,128.12	1,112.4 1,611.4
Jill Carter Jill C	T2 Technical Representative II Direct Sal Overhead Overhead Subtotal 4	(Home) @ d (Field) @ Overhead	155.78% 146.37% 2022 30.00% Subtotal	(DSC + OH penses (No M Subconsu	155.78% 146.37% 2022 30.00% + Fee) tarkup)	55,888.28 82,836.63 16,644.56	4,787.88 5,752.63 1,167.11	6,099.06 8,123.11 1,639.85	922.13 2,693.35 530.10	5,005.85 7,169.95 1,442.76	11,186.77 15,801.90 3,181.62	6,916.33 12,261.46 2,446.93	7,270.02 10,851.56 2,179.79	878.22 2,050.18 405.70	1,171.96 878.22 2,050.18 405.70	10,831.38 14,470.90 2,920.90	1,112.4 1,611.4 324.1

AGENDA ITEM NO. 6.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Senior Project Manager Pat Gruenhagen, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	Consent
SUBJECT:	Professional Services Agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the professional services agreement with RH2 Engineering, Inc., to provide preliminary design for the SR 528 Water Main Replacement Project in the amount of \$145,000.00.

The SR 528 Water Main Replacement Project will include replacement of existing, deteriorating 8-inch and 12-inch ductile iron water main along SR 528 from 67th Ave NE to 83rd Ave NE. Installed approximately thirty years ago, these facilities have been found to exhibit a significant degree of corrosion when exposed and examined by City personnel (during repair of two recent water main breaks) as well as a corrosion engineer.

City staff advertised a Request for Proposals on April 4, 2023, soliciting professional services from interested and qualified firms to provide design services for this project. Subsequent to this, the City conducted interviews on April 26th, with the two firms that expressed interest: "KPG Psomas" and "RH2 Engineers." Ultimately, despite strong showings by both, the City's selection committee concluded that RH2 was the most qualified and best-suited to provide the design for this project – based upon its combined interview performance and the substance of its written proposal.

The attached professional services agreement with RH2 Engineering, in the amount of \$145,000, will establish the framework for its design team to work in collaboration with the City to advance preliminary design of necessary water main replacement, including topographic surveying, a permitting assessment, establishment of a preferred alignment, and evaluation of pipe material options best-suited for this project. This level of effort will pave the way for the City to gain a clearer understanding on guestions which will be key to completion of final design, including a) the precise scope, cause, and extent of existing pipe deterioration; b) whether portions of existing pipe should remain within easement or be relocated to the roadway prism; and c) the relative proximity of adjacent sensitive areas (streams, wetlands) and their buffers to the work at hand. Answers to these questions and others will help to inform and improve the quality of final design, and to ensure that it is carried out in as cost-efficient a manner as possible. Final design, bidding, and construction support will be provided in a future supplement.

ATTACHMENTS: PSA_Consolidated.pdf Vicinity Map.pdf

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND RH2 ENGINEERING, INC.

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and RH2 Engineering, Inc., a corporation, organized under the laws of the state of Washington, located and doing business at 22722 29th Dr SE #210, Bothell, WA 98021 ("Consultant").

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

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

2. TERM. The term of this Agreement shall commence on notice to proceed and shall terminate at midnight on January 31, 2024. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00)** 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:

- <u>Automobile Liability</u> 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) <u>Commercial General Liability</u> 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) <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

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

- (1) <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) <u>Professional Liability</u> 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 use initials to 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 retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

CITY OF MARYSVILLE

Marysville City Hall, Attn: Patrick Gruenhagen 501 Delta Avenue Marysville, WA 98270 Notices to the Consultant shall be sent to the following address:

RH2 ENGINEERING 22722 29th Dr SE #210 Bothell, WA 98021 Attn: Ryan Feskens

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.

GOVERNING LAW. This Agreement shall be governed by and construed in 6.8 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.

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

DATED this _____ day of June, 2023.

CITY OF MARYSVILLE

By _____ Jon Nehring, Mayor

DATED this

day of June, 2023.

RH2 ENGINEERING, INC.

Ву_____

Richard L. Ballard Its: Director

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A Scope of Work City of Marysville SR 528 Water Main Replacement

May 2023

Background

The City of Marysville (City) desires to replace existing 8-inch and 12-inch water mains and pressure reducing stations along State Route 528 (SR 528) between 67th Avenue NE and 83rd Avenue NE that are nearing the end of their service life and experiencing corrosion concerns. In addition, a section of 10-inch water main will need to be upsized to 12-inch water main as identified in the City's 2017 *Water System Plan*. The City has retained RH2 Engineering, Inc., (RH2) to complete the project design.

This Scope of Work includes tasks necessary to complete Phase 1, the preliminary design of the water main replacements, including topographic surveying, a permitting assessment, and an evaluation of the preferred alignment and pipe materials. Once these initial evaluations are complete, RH2 will prepare a predesign technical memorandum for the project. Phase 2 services for final design, bidding, and construction contract administration will be provided as a separate authorization.

Assumptions

The following assumptions were made when preparing this Scope of Work:

- RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.
- Deliverables will be provided in electronic PDF format unless otherwise noted.

Phase 1 – Preliminary Design

Task 1 – Project Management

Objective: Provide coordination of the RH2 project team, including communication with City staff, progress reporting, monthly invoices, and updates to the scope of work, schedule, and budget.

Approach:

- 1.1 Monitor RH2's scope of work, budget, and schedule. Provide updates and monthly invoices to the City.
- 1.2 Coordinate with the City to facilitate the project's progress and schedule. Attend progress meetings with City staff as requested. A total of six (6) progress meetings are assumed in the Fee Estimate, in addition to other milestone and review meetings identified elsewhere in this Scope of Work.
- 1.3 Document and retain information generated during the execution of the project.

Assumptions:

• Project management services are provided for preliminary design only. Additional project management services for subsequent phases of work will be included in future supplements..

RH2 Deliverables:

- Monthly invoices.
- Attendance at progress meetings.

Task 2 – Preliminary Design

Objective: Perform a topographic survey of the project site. Evaluate and develop a preliminary project alignment, assess the permitting submittals anticipated to be required, and evaluate pipe materials for replacing the water main. Prepare a predesign technical memorandum.

Approach:

- 2.1 Coordinate with SAM Companies, LLC, (SAM) as a subconsultant to RH2 to provide horizontal and vertical survey control and topographic information along SR 528. The survey will include surface features, underground utilities, topography, roadway and utility alignments, right-of-way, property lines, and easements within the project area. Perform one (1) site visit to review survey data. Format survey data into design base maps. *It is assumed that only the southern half of the SR 528 corridor will be included within the extents of the survey boundary. As such, the existing water main may or may not be fully located within this subtask.*
- 2.2 Perform a permitting needs assessment for the project, including the following subtasks:
 - a) Review existing environmental data, maps, and background reports to support project permitting work. *The City will provide background reports for any critical areas work along the alignment, as available.*
 - b) Coordinate with the City's Community Development and Public Works staff regarding the project, anticipated permit approvals, background information, etc. *Telephone and email coordination are assumed for this subtask.*
 - c) Coordinate and meet with the City and Washington State Department of Transportation (WSDOT) to discuss the project and process for design approvals. *This meeting will be held virtually and will be attended by up to two (2) RH2 staff.*
 - d) Perform critical areas reconnaissance of project alignment, including preliminary field recording of wetland/stream drainages along the alignment for further delineation and collection of site photographs to inform pre-application meeting with City staff.
 - e) Prepare application form and questions for pre-application meeting with the City to discuss the project and anticipated permit approvals, application timelines, etc. Attend the pre-application meeting (up to three (3) RH2 staff) and record feedback from the City to inform predesign technical memorandum preparation.

- 2.3 Evaluate and develop the project scope and extents based on the project budget, pipeline conditions, permitting assessment, and possible easement acquisitions. Determine the most critical sections of water main in need of replacement. Evaluate and develop alternatives for additional sections of water main to include in the project. Select and establish the project scope and extents based on these assessments.
- 2.4 Evaluate pipeline materials for the replacement water main and prepare planning-level cost estimates for each material evaluated. Materials evaluation will consider the existing corrosion concerns, nearby overhead power lines, and other existing utilities installed in SR 528.
- 2.5 Prepare a draft predesign technical memorandum (TM) summarizing the results of the project scope and extents, materials evaluation, permitting determinations and anticipated effort, and cost estimates. Recommend a preferred project alignment for those sections of water main to be replaced. Submit the draft predesign TM to City staff for review and comment. Finalize the predesign TM based on City feedback.

Assumptions:

- SAM will coordinate with One Call to perform locates before surveying the pipeline.
- No geotechnical investigation activities are proposed. Limited geotechnical assessment may be warranted following the desktop review, which would be completed under an amended contract.
- The project does not have a federal nexus (i.e. will not use federal funding, occur on federal lands, involve impacts to federally listed and/or protected habitats or species, or require federal permits).

Provided by the City:

• Available as-builts, background information, reports, etc.

RH2 Deliverables:

- Attendance at one (1) site visit to review survey data.
- Attendance at virtual WSDOT coordination meeting.
- Attendance at the pre-application meeting.
- Draft and final predesign TM.

Task 3 – Supplemental Services

Objective: Provide additional services as requested by the City.

Approach:

3.1 Provide additional services for the project as requested and authorized by the City. RH2 shall submit a budget estimate for supplemental services as they are requested by the City. The City shall provide written authorization to proceed with the supplemental services.

RH2 Deliverables:

- Budget estimates for supplemental services.
- Other deliverables as requested by the City under an authorization for supplemental services.

Project Schedule

Phase 1 is anticipated to be complete within four (4) months of notice to proceed.

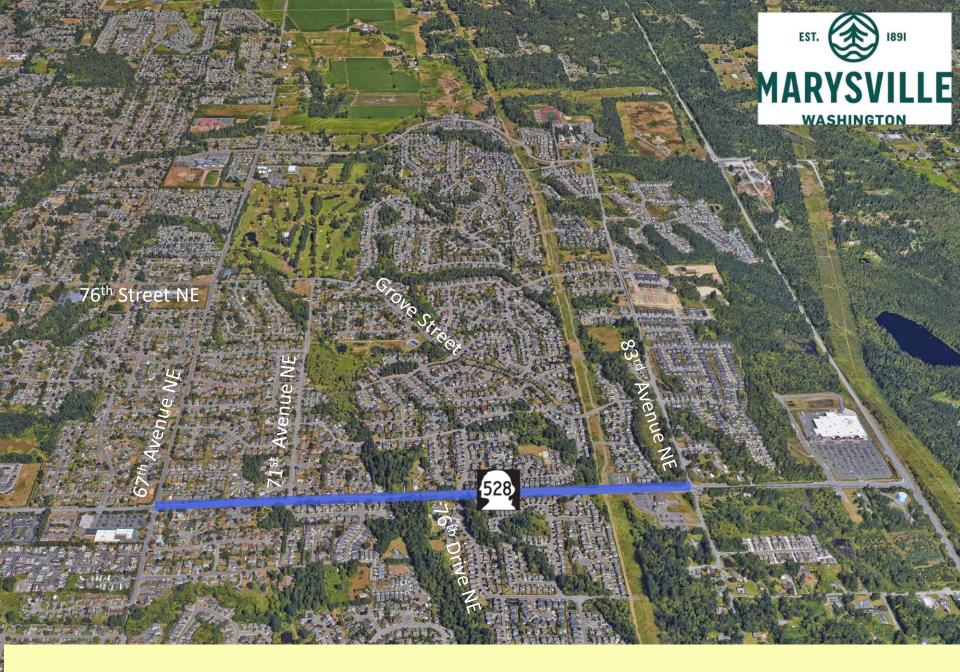
The overall project is anticipated to take between eighteen (18) and twenty-four (24) months to complete.

4

EXHIBIT B Fee Estimate City of Marysville SR 528 Water Main Replacement May-23

	Description	Total Hours	Total Labor	Total	Subconsultant	Tot	tal Expense	Total Cost
Phase 1 -	Preliminary Design							
Task 1	Project Management	80	\$ 17,900	\$	-	\$	1,350	\$ 19,250
1.1	Monitor scope, budget and schedule and prepare invoices	16	\$ 3,560	\$	-	\$	189	\$ 3,749
1.2	Coordinate with City and attend progress meetings	40	\$ 9,156	\$	-	\$	799	\$ 9,955
1.3	Document and retain information	24	\$ 5,184	\$	-	\$	362	\$ 5,546
Task 2	Preliminary Design	240	\$ 49,054	\$	63,250	\$	3,446	\$ 115,750
2.1	Coordinate with SAM to provide survey and perform site visit	30	\$ 6,056	\$	63,250	\$	526	\$ 69,832
2.2	Perform permitting needs assessment	60	\$ 11,222	\$	-	\$	538	\$ 11,760
2.3	Evaluate and develop project delineation	54	\$ 11,684	\$	-	\$	932	\$ 12,616
2.4	Evaluate pipeline materials and develop cost estimates	58	\$ 12,448	\$	-	\$	951	\$ 13,399
2.5	Prepare draft and final predesign technical memorandum	38	\$ 7,644	\$	-	\$	499	\$ 8,143
Task 3	Supplemental Services	44	\$ 9,204	\$	-	\$	796	\$ 10,000
3.1	Provide additional services as requested	44	\$ 9,204	\$	-	\$	796	\$ 10,000
	PROJECT TOTAL	364	\$ 76,158	\$	63,250	\$	5,592	\$ 145,000

EXHIBIT C RH2 ENGINEERING, INC.								
2023 SCHEDULE OF RATES AND CHARGES								
RATE LIST	RATE	UNIT						
Professional I	\$167	\$/hr						
Professional II	\$183	\$/hr						
Professional III	\$207	\$/hr						
Professional IV	\$223	\$/hr						
Professional V	\$240	\$/hr						
Professional VI	\$255	\$/hr						
Professional VII	\$274	\$/hr						
Professional VIII	\$284	\$/hr						
Professional IX	\$284	\$/hr						
Technician I	\$131	\$/hr						
Technician II	\$143	\$/hr						
Technician III	\$158	\$/hr						
Technician IV	\$174	\$/hr						
Technician V	\$191	\$/hr						
Technician VI	\$208	\$/hr						
Technician VII	\$226	\$/hr						
Technician VIII	\$238	\$/hr						
Administrative I	\$86	\$/hr						
Administrative II	\$100	\$/hr						
Administrative III	\$121	\$/hr						
Administrative IV	\$143	\$/hr						
Administrative V	\$162	\$/hr						
CAD/GIS System	\$27.50	\$/hr						
CAD Plots - Half Size	\$2.50	price per plot						
CAD Plots - Full Size	\$10.00	price per plot						
CAD Plots - Large	\$25.00	price per plot						
Copies (bw) 8.5" X 11"	\$0.09	price per copy						
Copies (bw) 8.5" X 14"	\$0.14	price per copy						
Copies (bw) 11" X 17"	\$0.20	price per copy						
Copies (color) 8.5" X 11"	\$0.90	price per copy						
Copies (color) 8.5" X 14"	\$1.20	price per copy						
Copies (color) 11" X 17"	\$2.00	price per copy						
Technology Charge	2.50%	% of Direct Labor						
		price per mile						
Mileage	\$0.6550	(or Current IRS Rate)						
Subconsultants	15%	Cost +						
Outside Services	at cost							



Vicinity Map – SR 528 Water Main Replacement Project

AGENDA ITEM NO. 7.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT						
DATE:	June 12, 2023					
SUBMITTED BY:	Senior Project Manager Pat Gruenhagen, Engineering					
ITEM TYPE:	Agreement					
AGENDA SECTION:	Consent					
SUBJECT:	Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156th Street NE Corridor Improvement Project					
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with Otak, Inc. to provide consultant services for the 156th St NE Corridor Improvement Project.					
SUMMARY:	The 156th Street NE Corridor Improvement Project will widen a portion of 156th Street NE from 3 lanes to 5 lanes in the vicinity east of Smokey Point Boulevard thereby eliminating an existing bottleneck. The project will also include a shared use pathway on the north side of 156th St NE.					
	The City executed an agreement with Otak, Inc. on January 13, 2021, establishing a framework for the firm to provide professional engineering services that included preliminary design and feasibility-level environmental review for the project. Supplement No. 1 to the original agreement, enclosed herein, includes a scope of services that will allow Otak to advance the project through final design, formal SEPA environmental review, permitting, and right-of-way acquisition.					
	Supplement No. 1 includes an additional fee of \$226,862.00, for a total contract amount of \$497,520.00 and amends the completion date to April 1, 2025.					

ATTACHMENTS: Supp 1_Consolidated.pdf



Supplemental Agreement	Organization and Address			
Original Agreement Number				
	Phone:			
Project Number	Execution Date	Completion Date		
Project Title	New Maximum Amount Payable			
Description of Work				
The Local Agency of				
desires to supplement the agreement entered in t	o with			
and executed on and identifie	ed as Agreement No			
All provisions in the basic agreement remain in ef	fect except as expressly modif	fied by this supplement.		
The changes to the agreement are described as t	follows:			
	I			
Section 1, SCOPE OF WORK, is hereby changed	to read:			
	П			

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read:

ш

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement. If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By:	Ву:
Consultant Signature	Approving Authority Signature

Exhibit "A" Summary of Payments

		Summary of I	ayn	ients		
Otak	Basic	Agreement	Sup	plement #1	Total	
Direct Salary Cost	\$	55,918	\$	36,442	\$	92,360
Overhead (Including						
Payroll Additives)	\$	91,041	\$	60,042	\$	151,083
Direct Non-Salary Costs	\$	3,500	\$	1,000	\$	4,500
Fixed Fee	\$	13,980	\$	9,110	\$	23,090
Total	\$	164,439	\$	106,594	\$	271,033

Exhibit "A" Summary of Payments

Summary of Fayments									
The Transpo Group	Basi	c Agreement	Sup	plement #1	Tota	I			
Direct Salary Cost	\$	6,089	\$	518	\$	6,607			
Overhead (Including									
Payroll Additives)	\$	9,598	\$	817	\$	10,415			
Direct Non-Salary Costs	\$	-	\$	-	\$	-			
Fixed Fee	\$	1,829	\$	156	\$	1,984			
Total	\$	17,514	\$	1,490	\$	19,004			

Exhibit "A" Summary of Payments

		Summary of I	ayin							
ESA	Basic	Agreement	Dedu	iction for	Sup	plement #1	Net	Supplement #1 (unspent	Total	
			Unsp	ent Balance			bala	ance less Supplement #1)		
Direct Salary Cost	\$	25,702	\$	15,791	\$	15,902	\$	111	\$	25,813
Overhead (Including										
Payroll Additives)	\$	48,358	\$	29,711	\$	31,173	\$	1,462	\$	49,820
Direct Non-Salary Costs	\$	7,406	\$	4,550	\$	750	\$	(3,800)	\$	3,606
Fixed Fee	\$	888	\$	546	\$	4,707	\$	4,161	\$	5,049
Total	\$	82,353	\$	50,597	\$	52,532	\$	1,935	\$	84,289

Exhibit "A" Summary of Payments

Summary of Payments								
Contract Land Serv	Basic A	Agreement	Sup	plement #1	Total			
Direct Salary Cost	\$	2,250	\$	30,818	\$	33,068		
Overhead (Including								
Payroll Additives)	\$	3,223	\$	44,346	\$	47,569		
Direct Non-Salary Costs	\$	270	\$	21,954	\$	22,224		
Fixed Fee	\$	609	\$	8,845	\$	9,454		
Total	\$	6,352	\$	105,963	\$	112,315		

Exhibit "A"

Summary of Payments								
GeoEngineers	Basic Agreement		Supplement	: #1	Total			
Direct Salary Cost	\$	-	\$	3,089	\$	3,089		
Overhead (Including								
Payroll Additives)	\$	-	\$	5,851	\$	5,851		
Direct Non-Salary Costs	\$	-	\$	1,046	\$	1,046		
Fixed Fee	\$	-	\$	894	\$	894		
Total	\$	-	\$	10,880	\$	10,880		

Exhibit "A"

Summary of Payments								
TOTAL	Basio	c Agreement	Sup	plement #1	Total			
Direct Salary Cost	\$	89,959	\$	70,978	\$	160,937		
Overhead (Including								
Payroll Additives)	\$	152,220	\$	112,517	\$	264,737		
Direct Non-Salary Costs	\$	11,176	\$	20,200	\$	31,376		
Fixed Fee	\$	17,306	\$	23,166	\$	40,472		
Total	\$	270,658	\$	226,862	\$	497,520		

Exhibit A-1 City of Marysville 156th Street NE Widening

Smokey Point Boulevard to Hayho Creek Otak #33342 May 2023

Understanding of Supplement #1

After a pause on the project development in December 2021, the City of Marysville desires to move forward on the project design, environmental review, permit acquisition, and property rights acquisition.

General Assumptions:

- As the project has the federal nexus of a Section 404 permit is required, the project is mandated to undergo Section 7 of the Endangered Species Act (ESA) consultation
 - As stormwater infiltration is deemed infeasible due to the high winter/spring groundwater table, the federal service will likely determine formal consultation is necessary
 - The project timeline of 18 months is the average of the 12 to 24 month range estimated to complete formal consultation once the biological assessment is prepared and submitted
- The environmental review, ESA Section, and property rights acquisition is the critical path of the project schedule; starting construction is anticipated the 2nd quarter of 2025
- Based upon draft 75% complete construction plans and the Multi Use Path Technical Memorandum
- The confirmation of wetlands requires that retaining wall will be designed to limit wetland impacts

Scope of Services

Project Management and Coordination

Task 1 Assumptions:

- Check in meetings with the City Project Manager will conducted more frequently during the remaining 75% and the Final Design tasks; less often during property rights acquisition and ESA Section 7 consultation activities
- This task covers 36 hours spent between December 2022 and May 2023 providing information to the City, and rescoping and estimating effort on revised Amendment 1, and process progress reports and invoice

4. Design/Engineering

4.5. Preparation of 75% Design Submittal

Structural

- Coordinate with other disciplines, including civil, stormwater and geotechnical engineers; and environmental permitting staff, to determine retaining wall type that will support sidewalks. Wall locations are adjacent to wetlands and will be located approximately between Station 17+35 and 27+10, approximately 41' RT. Wall types are assumed to be gravity block or structural earth walls in accordance with WSDOT Standard Specifications.
- Prepare wall layout (plan and elevation) and wall detail plans
- Prepare railing/fence detail plans for fall protection at top of wall and coordinate railing/fence limits with the civil engineer.
- Prepare quantities and unit prices for the retaining walls and railing/fence
- Prepare a list of special provisions for the retaining wall and railing/fence and submit to the civil engineer

4.6. Preparation of Final Design Submittal

Structural

- Respond to 90% structural design comments
- Update plans to final design level
- Update quantities and unit prices
- Provide applicable specifications for the contract manual

Task 4 Deliverables:

Retaining wall layout and details will be added to the construction plans set

Task 4 Assumptions:

- The retaining wall type is anticipated to be a structural earth wall; the presence of critical areas was not confirmed nor was the anticipation requiring retaining wall initially; wall design has not been initiated as of the start of this contract Amendment #1
- Design Coordination Meetings will occur during the 75% and Final design tasks; however during
 property rights acquisition and awaiting formal ESA Section 7 Consultation to be completed, these
 meetings will not be conducted, and the Otak project manager will instead coordinate with applicable
 subconsultants as needed
- The civil, stormwater, and landscaping plans were about 10% complete, and specifications were not started, as of the time of the project pause in December 2021

5. Property Rights Acquisition Support

5.1 Prepare Right-of-Way Plans

 In accordance with Chapter 25 of the WSDOT Local Agency Guidelines, Otak will prepare right-ofway plans showing permanent property rights

5.2 Prepare Legal Descriptions and Exhibits

- Otak will prepare legal descriptions and exhibits for each fee-simple right-of-way acquisition (3)
- Legal description and Exhibits will be prepared for each temporary construction easement (7)

5.3 Acquisition Staking

• Stake acquisition (temporary and permanent) for appraisal/negotiation (10)

Task 5 Deliverables:

- Draft right-of-way plan for City review and comment; a pre-final right-of-way map to commence property rights acquisition; the plan will be revised as necessary based upon design or property rights negotiation changes
- Legal descriptions and exhibits
- Staked acquistions

Task 5 Assumptions:

- The project will require 7 temporary construction easements and 3 fee-simple right-of-way acquisitions
- CLS will notify Otak 5 business days prior to acquisition staking needs

156th ST NE, SMOKEY POINT BOULEVARD TO HAYHO CREEK, AMENDMENT #1

Otak Proj	Otak Project # 033342.000		Cir	vil		Stru	ctures	scape Archite	e	Sı	urvey		Admin		
		Massie	Phengsavath	Ly	Kayanda	Doherty	O'Connell	LaPierre	Yamashita	Tsoi	Rusch	Johnson	Wertz		
Task	Description	Civil Engineer IX	Civil Engineer X	Civil Engineer VII	Engineer Technician IV		Engineering Designer IV		PIC/PLS - Sr. Manager	PLS V	Survey Office Tech IV	Survey Crew Chief III	Project Coordinator I	Total Hours	Total Budget by Task
1.0	Project Management and Coordination														
1.0 1.1	Coordination with the City of Marysville	70												70	\$13,159
1.1	Coordination of Subconsultants	32												$\frac{70}{32}$	\$6,015
1.2	Project Monitoring and Reporting	36											36	72	\$10,664
1.0		00											50	12	ψ10,004
4.0	Design/Engineering														
4.1	Design Coordination Meetings (Assume 12 Meetings)	14		8		8		8		2	2			42	\$7,332
4.2	Multi Use Path Alternatives Tech Memo	8	8	50										66	\$10,602
4.3	Stormwater Site Plan Report														
4.4	Preparation of 30% Design Submittal			34	24									58	\$7,441
4.5	Preparation of 75% Design Submittal					20	108							128	\$15,461
4.6	Preparation of Final Design Submittal					20	72							92	\$11,709
5.0	Property Rights Acquisition Support														
5.1	Prepare Right-of-Way Plans	2		2					4	4	24			36	\$4,727
5.2	Prepare Legal Descriptions and Exhibits	2		2					5	10	40			59	\$7,662
5.3	Acquisition Staking								2		4	40		46	\$5,616
	Total Hours	164	8	96	24	48	180	8	11	16	70	40	36	701	
	Billing Rate	\$187.98	\$207.16	\$148.81	\$99.21	\$210.35	\$104.20	\$158.64	\$206.74	\$173.17	\$105.57	\$119.50	\$108.23		
	Direct Salary	\$62.53	\$68.91	\$49.50	\$33.00	\$69.97	\$34.66	\$52.77	\$83.82	\$70.21	\$42.80	\$48.45	\$36.00		
	Overhead Office: 175.63%, Field: 121.65%	\$109.82	\$121.03	\$86.94	\$57.96	\$122.89	\$60.87	\$92.68	\$101.97	\$85.41	\$52.07	\$58.94	\$63.23		
	Profit 25% on Raw Labor	\$15.63	\$17.23	\$12.38	\$8.25	\$17.49	\$8.67	\$13.19	\$20.96	\$17.55	\$10.70	\$12.11	\$9.00		
	Total Labor Cost	\$30,829	\$1,657	\$14,286	\$2,381	\$10,097	\$18,756	\$1,269	\$2,274	\$2,771	\$7,390	· ·	\$3,896		\$100,386
	2023 Cost Escalation Original Contract Work														\$2,126
	2024 Cost Esclation Original Contract and Amendment #1 Work														\$3,081
	General Expenses (utility locates, repro, travel expenses, etc.)														\$1,000
	Otak Labor and Expenses Subtotal														\$106,594
	anspo Group - Adj. 2 years 5% annual cost escalation on \$14K balance														\$1,490
GeoEngine	ers - Retaining Wall Design Support w/ 1 year 5% cost escalation adj.														\$10,880
	Total Design														\$118,964
FCA Fr	v. Rvw. & Reg. Permit Support Add. Budget Beyond Current Balance														\$1,935
	Contract Land Services - Property Rights Acquisition											+			\$105,963
															<i>, , , , , , , , , ,</i>
	Grand Total														\$226,862

Billing rates are based on direct rate, 175.63%/121.65% OHs, and 25.00% Profit

Exhibit A1

SCOPE OF SERVICES GEOTECHNICAL ENGINEERING 156TH ST NE FINAL DESIGN SMOKEY POINT BOULEVARD TO HAYHO CREEK CITY OF MARYSVILLE GEOENGINEERS JOB NO. 0925-017-01

INTRODUCTION

GeoEngineers, Inc. is pleased to present our proposed scope and fee estimate for geotechnical engineering services in support of the City of Marysville 156th Street NE final design project between Smokey Point Boulevard and Hayho Creek. This scope of services is revised from our December 2020 submittal to limit our geotechnical engineering services to recommendations for the proposed retaining wall to be constructed on the south side of the widening project. We understand a retaining wall will be constructed on the south side in the central portion of the alignment adjacent to the Midway Garden mobile home park where wetlands have been identified.

Based on our previous work at the site, subsurface conditions likely consist of a variable thickness of loose fill overlying medium dense recessional outwash of the Marysville Sand Member. Groundwater levels are anticipated to be within about 3 feet of the existing ground surface. Key geotechnical issues will include earthwork and foundation recommendations for the retaining wall. Based on our discussions and project understanding, we propose the following geotechnical design services:

- 1. Review the results of previous explorations, available geotechnical studies provided by the City for the recent new development, and public databases pertaining to subsurface conditions.
- Supplement the existing data by completing hand auger holes within the proposed widening area along the central area adjacent to the wetlands (adjacent to the Midway Garden mobile home park). Complete the one-call utility locate and meet with utility representatives on site to clear boring locations.
- 3. Perform laboratory tests on representative samples of the soils, including tests for moisture content and particle size distribution, if applicable.
- 4. Provide geotechnical recommendations for design including:
 - Earthwork and site preparation for construction of the wall including placement and compaction of structural fill, and mitigation of unsuitable soil conditions.
 - Retaining wall subgrade and foundation support materials.
 - Temporary and permanent slopes.
 - Provide geotechnical parameters for gravity block walls and structural earth (MSE) walls, if appropriate.
 - Erosion control considerations during construction.
- 5. Prepare a technical memorandum presenting our conclusions and recommendations with supporting site plan and geotechnical recommendations outlined above.

Geotechnical Engineering Services, 156th Street NE Final Design Total Estimated Fee

For: City of Marysville and Otak

		City of Marysville a	Task H	lours						
		Geot	echnical Task Ho	urs						
Position Classification	Data Review/ Coordination/ Project Management	Utility Locate, Field Exploration and Lab Testing	Engineering Analyses/ Design	Geotechnical Report	Follow-up Consultation and Communication S	Total Hours		Maximum Salary Rate		Totals
Principal	_		_			0	x	\$89.27	=	\$0
Associate	2	1		2	2	7	х	\$76.48	=	535
Senior Engineer/Scientist 2						0	х	\$69.55	=	0
Senior Engineer/Scientist 1						0	x	\$59.87	=	0
Project Engineer/Scientist 2						0	х	\$51.66	=	0
Project Engineer/Scientist 1	4	4	4	6	4	22	х	\$47.50	=	1,045
Staff 3 Engineer/Scientist						0	х	\$42.10	=	0
Staff 2 Engineer/Scientist		16	2	6		24	x	\$40.26	=	966
Staff 1 Engineer/Scientist	1					0	x	\$37.26	=	0
CAD Design Coordinator						0	x	\$60.42	=	0
GIS Specialist				4		4	x	\$46.61	=	186
CAD Technician						0	x	\$43.86	=	0
Lead Technician						0	x	\$38.57	=	0
Senior Technician						0	x	\$31.89	=	0
Technician						0	x	\$25.35	=	0
Administrator 3						0	x	\$40.09	=	0
Adminstrator 2		2		2		4	x	\$38.63	=	155
Administrator 1				2		2	x	\$27.05	=	54
Hours Per Task	6	23	6	22	6	63	-			
Direct Cost Per Task	343	988	271	997	343				=	\$2,942
Overhead Per Task	650	1871	512	1889	650			OVERHEAD @	189.41%	\$5,572
Profit Per Task	103	296	81	299	103	Pro	ofit (% of I	Direct Labor) @	30.00%	\$883
Task Totals	1095.48	3155.60	864.13	3185.57	1095.48					\$9,396
Reimbursables:										
Field Supplies/Expenses			50							\$50
Laboratory Testing			400							400
Mileage		100				100) х	0.655		66
Subconsultants:										
Drilling Subcontractor						1	x	0		0

\$966 Subtotal Reimbursables and Subconsultants:

> Total Estimate: <u>\$10,362</u>

Task: Environmental Permitting and Regulatory Services

Scope of Services - Supplement No. 1

The Consultant (Environmental Science Associates) will provide environmental services to the City of Marysville (City) to support compliance with State Environmental Protection Act (SEPA), City of Marysville Critical Areas Ordinance, and the Endangered Species Act Section 7 requirements for the 156th Street Improvements Project. This project was initiated in 2020 but was put on hold. During the 2020 project initiation, agency consultation was completed up to the project hold date. For this amended scope to bring the project in line with current project description and funding sources, additional time for agency coordination is needed to restart the project and confirm the assumptions for the project approach. The cost estimate represents the level of effort needed to resume and complete this task.

1.1 Agency Coordination

The Consultant will coordinate with the City staff to determine the appropriate approach for environmental review and documentation. For the purposes of scoping, assumptions of levels of effort have been made in the tasks outlined below. As part of this task, two Consultant staff will attend two one hour virtual meetings with City. Agency coordination will be reinitiated for this scope.

Completed To-date:

• Initial agency coordination with the city was completed in 2020.

Assumptions:

• Two Consultant staff will attend two one-hour virtual meetings with the Otak and the City project team. If additional meetings are needed, a cost amendment will be required.

1.2 Cultural Resources Assessment

The project is anticipated to have a split regulatory nexus. Although the project will be funded using a state TIB grant, a portion of the project will require a federal permit from the USACE. That portion of the project that is within USACE jurisdiction will be subject to compliance with Section 106 of the National Historic Preservation Act. It is anticipated that the remainder of the project will be subject to compliance with Washington State regulations.

The Consultant will assist the City with Cultural Resources tasks consistent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation in support of fulfillment of the requirements of federal and state regulations.

The Consultant shall conduct a literature review, to include environmental, ethnographic and historic context to identify existing and potential for encountering historic and archaeological resources (collectively known as "historic properties") within the APE. Previous studies and surveys completed within the project area will be reviewed and incorporated as appropriate.

This scope includes a pedestrian/surface survey. The results of the survey will be used in conjunction with the literature review (including ethnographic and historic resources), an analysis of geotechnical, geological, and soils data, and a study of archaeological surveys previously conducted in the vicinity, to determine the potential for archaeological resources. The Consultant will prepare an Inadvertent Discovery Plan for use during construction activities. The USACE, DAHP, or consulting parties may request subsurface survey, which would require an amendment to the scope.

The Consultant will incorporate the findings of the background literature review and the field survey in a Cultural Resources Assessment that meets the requirements federal and state requirements as outline in Washington State Standard for Cultural Resources Reporting (updated 4/19/2023). Draft and Final versions of the report will be provided to the City for submission to required agencies.

The included cost estimate represents the level of effort needed to complete this task.

Completed to date

The project was put on hold while under a federal nexus with FHWA/WSDOT as lead agencies. This task was 20% complete when the project was put on hold.

• Draft Section 106 APE consultation letter and map.

Deliverables:

- One (1) tribal technical letter to be sent electronically by ESA to Affected Tribes technical staff.
- One (1) draft Cultural Resources Assessment to include literature review and results of surface survey for review by City.
- One (1) revised draft Cultural Resources Assessment; the City will distribute to agencies and Affected Tribes.
- One (1) IDP to be included as an Appendix to the Cultural Resources Assessment.
- One (1) final Cultural Resources Assessment for submittal to WISAARD. ESA will submit the report to DAHP, if requested.

Assumptions:

• It is assumed the project will not be subject to compliance with Governor's Executive Order 21-02 (GEO 21-02) for state capital funded projects. If it is determined GEO 21-02 compliance is required, an amendment to this scope and budget will be needed.

- The Study area will be a 1-mile radius of the APE for archaeological resources. For built environment historic resources (building, structures, and objects), the Study Area will include the Project Area and identified USACE APE and adjacent parcels.
- The USACE will lead all Section 106 government-to-government consultation with tribal governments.
- APE consultation period is Thirty (30) days. The City will provide ESA with any comments the USACE may receive from SHPO, Affected Tribes, and consulting parties for the project.
- The City will provide ESA with Notice to Proceed once the consultation period ends and rightsof-entry as needed for the survey.
- The archaeological survey will not include subsurface survey at this time. It is assumed that any subsurface survey required, as confirmed by USACE, DAHP, or consulting parties, would be completed in a subsequent phase of the project and scoped separately.
- This scope assumes the archaeological survey will result in negative findings (no precontact or historic archaeological sites or isolates will be found). If resources are identified an amendment to the scope and budget will need to be made.
- The scope assumes no historic-aged built environment resources (historic resources) will be recorded on HPI forms at this time. If historic-aged resources, including historic districts are identified, recording would be completed in a subsequent phase of the project and scoped separately.
- If there are historic properties adversely affected by the project, then USACE will consult with the SHPO to resolve the adverse effects. Affected Tribes will also be party to these negotiations if precontact archaeological resources are involved. The Consultant will assist by providing technical information as needed by the parties. Implementation of the mitigation measures will be scoped separately.
- The Consultant will complete an Inadvertent Discovery Plan (IDP) for use during project construction. The City will complete the information for contractor information.

1.3 Critical Areas Report

Previous environmental documents and permit applications were prepared for the project site and the surrounding area, with the most recent critical areas review occurring in Summer 2018. Development along the project corridor warrants additional study to confirm changes to critical areas located within the project area have not occurred; however, previous documentation will be reviewed and incorporated by reference wherever applicable.

The Consultant will identify and delineate wetlands, streams, and ditches located within 100 feet of the project area. The field investigation will be completed consistent with City of Marysville requirements for critical areas assessments (Marysville Municipal Code [MMC] 22E.010), as well as U.S. Corps of Engineers and Washington Department of Ecology wetland delineation standards. If found, wetland and stream boundaries on the property will be flagged in the field and recorded using a tablet GPS, with data sheets and wetland rating forms completed.

For all wetlands, streams and ditches identified within the project area, the Consultant will prepare a Critical Areas Report (CAR) consistent with City of Marysville requirements. The revised report will describe the standard buffer areas for wetlands and streams, and will provide an initial discussion of other regulatory implications of MMC 22E.010.140 and 22E.010.240.

The included cost estimate represents the level of effort needed to complete this task. ESA will meet with Otak and City staff to review the revised draft CAR and address any comments. ESA will revise the draft CAR based on comments received.

Completed to date:

• Draft Critical Areas Report This task was 85% complete when the project went on hold. ESA prepared and submitted a draft CAR before the project went on hold.

Deliverables:

- One (1) revised draft Critical Areas Report for Otak review.
- One (1) revised draft Critical Areas Report for City review.
- One (1) final Critical Areas Report

Assumptions:

- One review cycle for the draft Critical Areas Report will be completed by the City and Otak . If there are multiple reviewers, comments will be combined into a single document.
- One virtual over-the-shoulder review meeting with one Consultant staff for one hour is included in this scope to discuss comments.
- The site map depicting wetland and stream areas and associated standard buffers will be developed with GPS data collected in the field; or with professional land survey data of flag locations collected by others and provided by City of Marysville or design team.
- Evaluation of critical areas will be limited to wetlands, streams, and other FWHCAs.
- The City will provide existing critical areas reports, drawings, and mitigation plans for the project area, e.g., Hayho Creek development, stormwater drains, and bridge/road extension.
- A Mitigation Plan to identify avoidance, minimization and mitigation measures is not included as part of this scope. If impacts to critical areas are identified, a mitigation plan will be completed in a subsequent phase of the project under a separate scope and budget.
- A single field visit by two ESA biologists for up to 10 hours each is included in this scope. This field visit will be combined with Task 1.5 field visit.

1.4 State Environmental Policy Act (SEPA) Checklist

The City of Marysville would require one or more local permits for the project. The need for local permit(s) triggers required compliance with the State Environmental Policy Act (SEPA). The Consultant will prepare a SEPA Checklist pursuant to (WAC 197-11) and local regulations. The Critical Areas Report (see Subtask 1.3) will be attached to and inform the analysis in the Checklist. ESA will work with DNR,

Otak, and the City to complete the Checklist for the project and submit it to DNR for DNR's SEPA Responsible Official's review and signature. The project is expected to result in a Determination of Nonsignificance or Mitigated Determination of Non-Significance.

Completed To-date:

• No work has been completed under this task

Deliverables:

- One draft SEPA Checklist in electronic MS Word format for Otak review.
- One draft SEPA Checklist in electronic MS Word format for City review.
- Final SEPA Checklist in electronic PDF format

Assumptions:

- No additional technical reports or surveys will be required in support of the SEPA Environmental Checklist (Checklist), such as those related to air quality, noise, environmental justice, or hazardous materials
- No field work will be conducted for this task. The Checklist will be based on existing data and information, including information provided by DNR or the Otak or the City and online information sources.
- The City will be responsible for noticing and any publication or other fees.
- The City or Otak will provide design information necessary for the SEPA Checklist, including but not limited to project description information, cut and fill volumes, impervious surface areas, and drainage and stormwater treatment information.
- No additional technical studies or additional analysis are included in this task. If DNR determines that additional studies or analysis are required, that work will be authorized and completed prior to completion of the SEPA Environmental Checklist.
- Two virtual meetings, one hour each, with the city will be attended by one ESA SEPA staff.

1.5 Biological Assessment

Coho (*Oncorhynchus kisutch*) and Chum (*Oncorhynchus keta*) salmon are documented in Hayho Creek up to the proposed 160th street crossing. No salmonids in the east-west lateral ditches, and no redds have been observed in the mucky or sandy substrate. However, spawning salmon have been observed near the 152nd Street Hayho Creek crossing; suitable substrate occurs only in this area of the main channel.

Hayho Creek is classified as a Type F stream (fish habitat), and surveyed fish population includes rearing coho and chum salmon and warmwater fish (e.g., three spined stickleback, bluegill). In 2005, spawning salmon have been observed by WDFW in Hayho Creek at the 152nd Street NE crossing, and suitable substrate was documented in the crossing vicinity.

Consultant will prepare a Biological Assessment (BA) to assess potential impacts from the proposed action to species listed under the Endangered Species Act. The BA will assess the potential effects of the proposed project on species that are listed, proposed, or candidates for listing as Endangered or Threatened and designated Critical Habitat under the federal Endangered Species Act of 1973, as amended. The BA will follow WSDOT approved format and meet the requirements of Section 7 of the Endangered Species Act. The BA will include the following:

- Background;
- Description of Action Areas;
- Status of Species and Critical Habitat;
- Environmental Baseline;
- Effects of the Action;
- Cumulative Effects;
- Conclusion;
- References; and
- Essential Fish Habitat Assessment.

The BA will be based on preliminary design (provided by others) and best available science to determine the potential impact to listed species and critical habitat. A site visit by two ESA biologists will be conducted to assess habitat conditions which will be documented in the BA. Additional information needed to prepare the BA includes (but is not limited to):

- Preliminary design site plans;
- Limits of construction, including permanent and temporary disturbance area;
- Pre- and post-construction contours; and
- Construction methods and timing.

A draft BA will be provided to Otak and the City for review and comment. The draft BA will be revised and finalize based on comments received. The revised draft BA will be submitted to the City for review and comment. The final BA will be submitted to the City to provide to WSDOT for consultation with the National Marine Fisheries Service. Consultant will participate in consultation as needed to answer any technical questions on the BA. It is assumed up to 8 hours of Consultant's time will be required for consultation.

Deliverables:

- One (1) electronic copy of the draft Biological Assessment for the Otak's review
- One (1) electronic copy of the draft Biological Assessment for the City's review
- One (1) electronic copy of final Biological Assessment

Assumptions:

- Consultant will be provided with the design plans at a level of design needed to assess impacts to listed species.
- A single field visit by two ESA biologists for up to 10 hours each is included in this scope. This field visit will be combined with Task 1.3 field visit.
- The City will provide existing biological assessments, biological technical reports, and mitigation plans/agreements for the Hayho Creek development (e.g., bridge and road extension).
- Otak or the City will provide information for the development of a project description.
- One cycle of biological assessment reviews will be completed by Otak and the city.

ESA Labor Detail and Expense Summary Marysville 156th Street Improvements December 22, 2020

		Role	Project Manager	Deputy PM/Cultural	Cultural Director	Cultural Historian	Cultural Field Tech	Tech	Sr Tech Review	Fisheries Biologist	Biologist	CAD	Formatting	Planner	Planner	Editor	GIS/ Graphics	Project Administrator		
		Classification	Managing Consultant IV	Senior Consultant I	Principal Consultant III	Managing Consultant I	Senior Consultant II	Associate Consultant I	Principal Consultant IV	Associate Consultant II	Associate Consultant I	Senior Consultant III	Associate Consultant V	Principal Consultant II	Associate Consultant I	Senior Consultant IV	Consultant III	Project Technician IV	Labor Subtotal	Hours
Task #	Task Name/Description	Raw Rate	\$63.94	\$39.32	\$75.71	\$50.87	\$44.24	\$32.15	\$83.82	\$36.17	\$35.68	\$51.03	\$41.60	\$65.68	\$34.00	\$53.75	\$35.00	\$44.89		
1	Environmental Analysis																		\$-	
1.1	Agency Coordination		42						2									2		4
1.2	Cultural Resources Assessment		1	30	2	1	16	8									4	2		e
1.3	Critical Areas Report		6	2					2	10	40	8				3	3	2	\$ 3,183	ī
1.4	SEPA Checklist		6	8		2			2				2	4	30	2	2	2	\$ 2,601	6
1.5	Biological Assessment		8						2	80	16					3	4	2	\$ 4,535	11
																			\$ -	
																			\$ -	
																			\$-	
																			\$-	
Total Hours			63	40	2	3	16	8	8	90	56	8	2	4	30	8	13	10		36
Subtotals - L	abor Costs		\$ 4,028	\$ 1,573	\$ 151	\$ 153	\$ 708	\$ 257	\$ 671	\$ 3,255	\$ 1,998	\$ 408	\$ 83	\$ 263	\$ 1,020	\$ 430	\$ 455	\$ 449	\$ 15,902	
Percent of Ef	fort - Labor Hours Only		17.5%	11.1%	0.6%	0.8%	4.4%	2.2%	2.2%	24.9%	15.5%	2.2%	0.6%	1.1%	8.3%	2.2%	3.6%	2.8%		100.0
Percent of Ef	fort - Total Project Cost		7.7%	3.0%	0.3%	0.3%	1.3%	0.5%	1.3%	6.2%	3.8%	0.8%	0.2%	0.5%	1.9%	0.8%	0.9%	0.9%		

ESA Raw Labor Costs		\$ 15,902
он	196.03%	\$ 31,173
Fee on DL+ OH	10.0%	\$ 4,707
Total Labor		\$ 51,782.45
ESA Non-Labor Expense	s	
Reimbursat	le Expenses	\$ 370
ESA Equipn	nent usage	\$ 380
Subtotal ESA Non-Labor	Expenses	\$ 750
		\$ 52,532.45

TOTAL PROJECT PRICE

Attachment A Pricing Proposal Template ESA Non-Labor Expenses

Project Supplies	\$
Printing/Reproduction	\$
Document and Map Reproductions (CD + Digital photography)	\$
Postage and Deliveries	\$
Mileage	\$ 370
Vehicle Rental	\$
Lodging	\$
Airfare	\$
Other Travel Related	\$
Subtotal Reimbursable Costs	\$ 37

	Total Reimbursable Costs	\$	370
0%	Fee on Reimbursable Expenses	\$	-
Subi		φ	310

ESA Equipment Usage

General Equipments:		
Company Vehicle Usage	\$	80
HP Plotter	\$	-
Computer Time (GIS)	\$	-
Trimble GPS	\$	300
Tablet GPS	\$	-
Laser level	\$	-
Garmin GPS or equivalent	\$	-
Laptop Computers	\$	-
LCD Projector	\$	-
Noise Meter	\$	-
Electrofisher	\$	-
Sample Pump	\$	-
Surveying Kit	\$	-
Total Station Set	\$	-
Field Traps	\$	-
Digital Planimeter	\$	-
Cameras/Video/Cell Phone	\$	-
Miscellaneous Small Equipment	\$	-
Stilling Well/Coring Pipe (3 inch aluminum)	\$	-
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipm		
Culvert Flow Meter	\$	-
Logging Rain Gage	\$	-
Marsh-McBirney Hand-Held Current Meter	\$ \$	-
Logging Water Level Logging-Stainless Steel Pressure Transducer	ծ \$	-
Logging Water Level -Titanium Pressure Transducer Logging Barometric Pressure Logger	ծ \$	-
Well Probe	э \$	-
Bottom-Mounted Tripod / Mooring	φ \$	-
Water Quality Equipments:	Ψ	-
Logging Turbidimeter/Water Level Recorder	\$	-
Logging Temperature Probe	\$	-
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	\$	-
Refractometer	\$	-
YSI Hand-Held Salinity Meter	\$	-
Hand-Held Conductivity/Dissolved Oxygen Probe	\$	-
Sedimentation / Geotechnical Equipments:		
Peat Corer	\$	-
60lb Helly-Smith Bedload Sampler with Bridge Crane	\$	-
Suspended Sediment Sampler with Bridge Crane	\$	-
Vibra-core	\$	-
Shear Strength Vane	\$	-
Auger (brass core @ \$ 5/each	\$	-
Boats:		
14 foot Aluminum Boas with 15 HP Outboard Motor	\$	-
Single or Double Person Canoe	\$	-
17' Boston Whaler w/ 90 HP Outboard	\$	-

CONTRACT

Consultant Name:Contract Land StaffTitle:156th Street NE Widening (Smokey Point Blvd to Hayo Creek)Project Owner:City of MarysvilleOtak Project Manager:Jeff Massie

SCOPE OF WORK

The purpose of this task is to provide Acquisition Services for The City of Marysville 156th Street NE Widening (Smokey Point Blvd to Hayo Creek) project. CLS Managers will direct staff and sub-consultant personnel to provide the services specified in the scope. The assignment includes tasks as follows:

- Attend project meetings as needed and as directed by the Real Property Project Manager.
- Prepare acquisition documents on City of Marysville standard forms and in accordance with statutory requirements.
- Prepare and maintain the acquisition files both electronically and physically.
- Appraisal coordination and support. Work with project and appraisal teams to prepare appraisal packages, ensure the latest documents and templates have been provided, track versioning of documents provided to appraisers and landowners.
- Accompany the appraiser during the appraisal inspection of the property.
- Review title reports and recommend action on title issues as needed. Identify conflicting encumbrances, and take appropriate action for clearing exceptions from title. Track and follow through to clear title exceptions after closing (Close-out activities).
- Prepare and maintain the easement matrix and templates, work with project team to ensure the proper easement templates are used for each property.
- Prepare, QA/QC, deliver the offer package and present it to the property owner in accordance with the statutory and City of Marysville requirements.
- Negotiate with the property owners to reach a voluntary settlement; negotiations are expected to be completed within 120 days following the date of offer, unless otherwise directed by City of Marysville.
- Engage in good faith negotiations for the needed property rights.
- Make a sufficient number of contacts in an effort to reach a timely settlement.
- Work with City of Marysville staff (as necessary) to resolve questions, counter-offers, review of owner's appraisal, and changes to documents.
- Maintain detailed records and diaries.
- Prepare Administrative Settlement memos for applicable acquisitions.
- Prepare the file for closing and transfer of ownership to City of Marysville.
- Prepare the necessary documents for payments of Statutory Evaluation Allowances (SEA).
- If needed, prepare the file for condemnation and transfer the file to City of Marysville Legal.
- Provide the necessary Q/A Q/C to close out the file.
- Develop, maintain, and provide weekly and/or monthly progress reports and billing reports on activities and provide to the City of Marysville Project Manager accordingly.
- Deliver QA/QC completed files to City of Marysville.

No. Acquisitions:

Partial Fee: 3 Temporary Construction Easement (Only): 7

Deliverables:

- Administrative Offer Summaries (AOS) / Appraisals
- Real Estate Documents
- Executed Right of Way Agreements

Schedule Remarks:

This work is anticipated to be performed through approximately December 31, 2024 or completion.

Property Acquisitions

APN	Address	Owner	Current Use	Anticipated Conveyance
31052800302000	156 th St NE & Smokey Pt Blvd	Smokey Point Boulevard LLC	Vacant	TCE
31052800300900	3955 156 th St NE	CHCT Washington LLC	Smokey Point Behavioral Hospital	TCE
31052800302300	156 th St NE & 39 th Ave NE	Smokey Point Blvd LLC	Vacant	Fee & TCE
31052800302800	156 th St NE & 39 th Ave NE	BT-OH LLC	Vacant	Fee & TCE
31052800302600	4021 156 th St NE	Marysville 156 LLC	Warehouse / Storage	TCE
31053300206500	3600 156 th St NE	HS Marysville Storage LLC	Property Storage	TCE
31053300203600	3715 152 nd St NE	Midway Gardens (MHP)	Mobile Home Park (leased sites)	TCE
01101300220100	15311 39 th Ave NE	Oversize Storage LLC	Storage Complex	TCE
01101300099900	Xx 156 th St NE	Oversize Storage LLC	Vacant	Fee & TCE
TBD				TCE



Exhibit B

Contract Land Staff, LLC

					Direct		
Classification			Hrs.	х	Rate	=	Cost
Sr. Project Manager			140.00		\$ 57.69	\$	8,077
Sr. Right of Way Agent			270.00		\$ 43.27	\$	11,683
Right of Way Agent			100.00		\$ 38.46	\$	3,846
Right of Way Technician			80.00		\$ 36.06	\$	2,885
Title / Clerical			120.00		\$ 36.06	\$	4,327
		Total Hrs.	710.00				
Salary Cost						\$	30,818
Salary Escalation Cost (estimated)							
Escalation - % of Labor Cost	0%	per year @	0.00	year(s)			\$0
Total Salary Cost						\$	30,818
Overhead Cost @	143.90%	of Direct Labor				\$	44,346
Net Fee @	28.7%	of Direct Labor				\$	8,845
Total Overhead & Net Fee Cost						\$	53,191
Direct Expenses	No.	Unit	Each		Cost		
Title Reports	10	reports @	550.00		\$ 5,500.00		
B&O tax on Direct Expense Services					\$ -		
		@			\$ -		
Certified Deliveries/Priority w/tracking		@			\$ -		
Mileage	150	miles @	0.63		\$ 93.75		
Recordings	13	each @	220.00		\$2,860		
Appraisal	3	each @	4,500.00		\$13,500		
Appraisal Reviews	0	each @	1,500.00		\$0		
Subtotal			0.00			\$	21,954

Contract Land Staff, LLC

\$ 105,963

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AGENDA ITEM NO. 8.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	City Engineer Max Phan , Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	Consent
SUBJECT:	Transportation Improvement Board (TIB) Grant Agreement for Rectangular Rapid Flashing Beacon (RRFB) Pilot Project
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the Fuel Tax Grant Agreement and Project Funding Status Form for the Transportation Improvement Board grant to fund the Rectangular Rapid Flashing Beacon (RRFB) Pilot Project.
SUMMARY:	The City of Marysville was awarded TIB funds in the amount of \$32,000 towards the RRFB Pilot Project. The project match from the City in the amount of \$8,000 will come in the form of labor and equipment to procure and install. The TIB selected the City specifically for this pilot project which will fund the procurement and construction of the RRFB systems at two existing crosswalk locations identified below.
	 25th Ave NE – 200' south of 176th St NE 27th Ave NE @ 168th PI NE (north leg)
	In order to receive approval from TIB and to be reimbursed for expenses, the City must sign and return the Fuel Tax Grant Agreement and the Project Funding Status Form. Funding will not be available until after these documents are returned to TIB.

ATTACHMENTS:

Fuel Tax Agreement.pdf

TIB Funding Status Form.pdf



<u>City of Marysville</u> <u>P-P-143(P04)-1</u> <u>RRFB Pilot Project</u> <u>Various</u>

STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD AND City of Marysville AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the RRFB Pilot Project, Various (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Marysville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 80.0000 percent of approved eligible project costs up to the amount of \$32,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.

b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.

c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.

d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



Washington State Transportation Improvement Board Fuel Tax Grant Agreement

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to dispute arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form Attorney General

By:

Sic	Inati	Ire	on	file
SIC	Jilau	лe	ULI	IIIE

Guy Bowman Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



TIB Project Number: P-P-143(P04)-1

Agency Name Project Name: MARYSVILLE RRFB Pilot Project Various

Verify the information below and revise if necessary. Submit by emailing this completed form to your TIB Region Engineer.

PROJECT SCHEDULE

Target Dates								
Construction Approval	Contract Bid Award	Contract Completion						

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MARYSVILLE	8,000	
WSDOT	0	
TOTAL LOCAL FUNDS	8,000	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

AGENDA ITEM NO. 9.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

June 12, 2023
City Engineer Max Phan , Engineering
Agreement
Consent
Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 67th Ave NE & 52nd St NE Intersection Improvements
Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate design funds for the 67th Ave NE & 52nd St NE Intersection project.
The City was recently awarded \$240,000.00 in design funds from FHWA Congestion Mitigation and Air Quality Improvement Program (CMAQ) for the 67th Avenue NE and 52nd Street NE Intersection project. The project proposes to convert the existing 4-way stop to a signalized intersection. The local agency agreement with WSDOT will obligate \$240,000.00 to be used towards design. A local match of 13.5% or \$37,500 is required.
Since this is a federally funded project, local agency federal funds are administered through WSDOT and a Local Agency Agreement (agreement) and Local Agency Federal Aid Project Prospectus (prospectus) is required in order to obligate design funds. The agreements ensure that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

Project Prospectus.pdf



Agency City of Marysville

Address 501 Delta Avenue Marysville, WA 98270-5130

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction (Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 67th Ave NE & 52nd St NE Intersection Improvements

Length N/A

Termini Intersection at 67th Ave NE and 52nd St NE

Description of Work

Minor roadway widening to accommodate left turn lanes and bike lanes, installation of intersection illumination, installation of a traffic signal and construction of curb, gutter and sidewalks including ADA compliant curb ramps.

Project Agreement End Date July 15th, 2027		Claiming Indirect Cost Rate Yes ✔ No					
Proposed Advertisement Date							
	Estimate of Funding						
Type of Work	(1)	(2)	(3) Estimated Federal				
Type of Work	Estimated Total	Estimated Agency					
	Project Funds	Funds	Funds				
PE <u>a. Agency</u>	12,000.00	1,620.00	10,380.00				
<u>b. Other</u> Consultant	263,300.00	35,546.00	227,754.00				
Federal Aid c. Other							
Participation d. State Services	2,157.00	291.00	1,866.00				
Ratio for PE e. Total PE Cost Estimate (a+b+c+d)	277,457.00	37,457.00	240,000.00				
Right of Way f Agency							
% g. Other							
Federal Aid b Other							
Participation							
Ratio for RW <u>I. State Services</u> i. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00				
Construction k Contract							
% I. Other							
m. Other							
Federal Aid n Other							
Participation o. Agency							
Ratio for CN p. State Services							
g. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00				
r. Total Project Cost Estimate (e+i+g)	277,457.00	37,457.00	240,000.00				
Agency Official	Washington Sta	Washington State Department of Transportation					
Ву	Ву						
Title Mayor	Director, Local Programs						
Agency Date	Date Executed	Date Executed					

Construction Method of Financing (Check Method Selected)

at \$

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award) Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$

per month for

months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement 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 set forth below. Adopted by official action on

, Resolution/Ordinance No.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

- 1. Preliminary engineering.
- 2. Right of way acquisition.
- 3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

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).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (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 (see Section IX).

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 \$750,000 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.

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 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOTassisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, Ioan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, Ioan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary is notified by the Federal Highway Administration that the project is inactive.

(5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

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

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at

all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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).

Additional Provisions

Instructions

- 1. Agency Name and Billing Address Enter the Agency of primary interest which will become a party to the agreement.
- 2. Project Number Leave blank. This number will be assigned by WSDOT.
- 3. Agreement Number Leave blank. This number will be assigned by WSDOT.
- 4.
- a. **Project Description** Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus

Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"

b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."

c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".

- d. Proposed Advertisement Date At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
- e. **Claiming Indirect Cost Rate** Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

4. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

a. **P**E – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.

- Line a Enter the estimated amount of agency work in columns 1 through 3.
- Line b & c Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- Line d State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- Line e Total of lines a + b + c + d.
- b. Right of Way If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.

- Line f Enter the estimated amount of agency work in columns 1 through 3.
- Line g & h Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- Line i State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- Line j Total of lines f + g + h + i.
- c. **Construction** Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- Line k Enter the estimated cost of the contract.
- Lines I, m, & n Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- Line o Enter estimated costs of all construction related agency work.
- Line p State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- Line q Total Construction Cost Estimate. Total of lines k + l + m + n + o +p.

d. Total Project Cost Estimate

• Line r – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- Signatures An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/ yy). Note: Do NOT enter a date on the Date Executed line.
- 7. Method of Construction Financing Choose the method of financing for the construction portion of the project.
 - a. Method "A" is used when the state administers the contract for the agency.
 - b. Method "B" is also used when the state administers the contract for the agency.
 - c. Method "C" is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- 8. **Resolutions/Ordinances** When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- 9. Parties to the Agreement Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



Local Agency Federal Aid Project Prospectus

	Prefix			Route		()		Date		te 5/2	5/22/2023		
Federal Aid Project Nur									DUN	IS Numb	er		
Local Agen Project Nur		R2	R2305			(WSDOT Use Only)		l Employ ID Numb		-6001459	
			CA Agency	No	Federal	Program T	itle Othe	~ r					
Project Title	•				INO					a			
67th Ave NE & 52nd St NE Intersection													
Project Terr	nini From	n - To		– Improveme	ents	End Lati							
Varies			Varies			Nearest City NameProject Zip Code (+4)Marysville98270-8974							
Begin Mile	Post E	nd Mile I		Length of Projec	t			Awar	d Type				
NA		NA		NA			Local Local Forces State Railroad			tate 🗌 Railroad			
Route ID	B	egin Mile	e Point	End Mile Point	End Mile Point City Numl		mber	Coun	nty Number County Name				
NA	N	NA		NA		0745		31		Snoh	omish	mish	
WSDOT Re	egion	L	egislative Distric	t(s)			Congress	ional C)istrict(s)	-	Urban Area Number		
Northwest	Region	-	38, 44				2					1	
		То		Local Agency Funding (Nearest Hundred Dollar)		Fe	der	al Funds		Phase Start			
Phase	_		ed Cost ndred Dollar)				(Nearest Hundred Dollar)			/lonth	Date Year		
P.E.	\$277,5			\$37,500	uicu	Donary		\$240,000			uly	2023	
R/W	\$101,7			\$13,700			\$88,000			uly	2024		
Const.	\$977,9	900		\$977,900						J	uly	2027	
Total \$1,357,100 \$1,029,100				\$328,000									
Description of Existing Facility (Existing Design and Present Condition)													
Roadway V							mber of La	nes					
Varies, í	33' to 4	13'				2							
The 67th Ave NE and 52nd St NE intersection is an all-way stop intersection with two travel lanes each direction, a northbound right turn lane, bike lanes, curb, gutter, and sidewalks at 3 of the 4 quadrants.													
Description of Proposed Work													
Description of Proposed Work (Attach additional sheet(s) if necessary)													
Minor roadway widening to accommodate left turn lanes and bike lanes, installation of intersection													
illumination, installation of a traffic signal and construction of curb, gutter and sidewalks including ADA													
compliant curb ramps at the 67th Ave NE and 52nd St NE intersection.													
Local Agency Contact Person Title					Pho				Phone				
Nick Loutsis Pro			Pro	oject Engineer				(360) 363-8105					
Mailing Address				City				State	Zip Code				
501 Delta Avenue				Marysville WA				98270-5130					
Ву													
Project Prospectus Approving Authority													
			TitleAssistant Public Works Director/City EngineerDate5/22/2023										

Agency		Project Title				Date	12.0.2.2	
City of Marysville		67th Ave NE & 52	2nd St N	E Intersectio — Improver		5/22	2/2023	
Type of Proposed Work				Impiove	ments			
Project Type (Check all that Apply)			Roadway	Width	Numb	er of L	anes.	
✓ New Construction	ul	🗌 3-R						
Reconstruction I Pedestria	n / Faciliti	ies 🗌 2-R						
Railroad Parking		Other						
Bridge								
Geometric Design Data								
Description		Through Route			Crossr	oad		
		Principal A	Arterial		ПР	rinci	pal Artei	rial
Endoral		Minor Arte					Arterial	
Federal	🖌 Urba	Collector		🖌 Urban	Пс	ollec	ctor	
Functional	Rura	I I Maior Coll	ector	Rural		lajor	Collecto	or
Classification	∐ NHS	Minor Coll		∐ NHS		-	Collecto	
							Access	
Terrain	Fla			✓ Flat			Nountai	n
Posted Speed	35			25		·	<u></u>	
Design Speed	35			25				
Existing ADT	4200			3600				
Design Year ADT	10000			8500				
Design Year	2035			2035				
Design Hourly Volume (DHV)	1000			850				
Performance of Work								
Preliminary Engineering Will Be Performed By					Others		Agency	
Consultant					100	%		%
Construction Will Be Performed By					Contract		Agency	
Low-Bid Contractor					100	%		%
Environmental Classification								
Class I - Environmental Impact St	atement (EIS) 🗌 Class II	I - Categ	orically Excl	uded (C	CE)		
Project Involves NEPA/SEPA S Interagency Agreement	Section 40		jects Re cumente	quiring Docu ed CE)	ımentat	ion		
Class III - Environmental Assessm	nent (EA)							
Project Involves NEPA/SEPA Section 404 Interagency Agreements								
Environmental Considerations								
Intersection is approximately 300' fro	m Jones (Creek and 50' from	wetland	buffer.				
	increation is upproximately 500 from somes creek and 50 from wenand burlet.							

Agency City of Marysville	Projec 67th		nd St NE Intersection	Date 5/22/2023	
Right of Way			Improvements		
 No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way. 		Way Needed Relocation			
Utilities					
No utility work required		🖌 No railroa	d work required		
All utility work will be completed prio of the construction contract	r to the start	All railroad	d work will be completed p uction contract	rior to the start of	
All utility work will be completed in converted with the construction contract	oordination	All the rail with the c	road work will be complete	ed in coordination	
Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project					
FAA Involvement		of the property			
Is any airport located within 3.2 kilomete	ers (2 miles)	or the propose	ed project? 🔄 Yes 🖌 No		
			intration of an an and a second		
This project has been reviewed by the le designee, and is not inconsistent with the					
Agenc	у				
Date By		Ма	yor/Chairperson		

AGENDA ITEM NO. 10.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Transportation and Parks Maintenance Manager Jesse Birchman, Public Works
ITEM TYPE:	Purchase Order
AGENDA SECTION:	Consent
SUBJECT:	Purchase Order Authorization with King County Directors Association and Contract for the Strawberry Fields Playground
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute a purchase order to the King County Directors Association in the amount of \$433,761.42 and a contract with Landscape Structures, Inc. for the purchase and installation of playground equipment and play surfacing at Strawberry Fields Athletic Park and to approve a management reserve of \$43,376.13 for a total allocation of \$477,137.56.

The Strawberry Fields Athletic Park playground contractor will install new playground equipment and artificial turf play surfacing adjacent to this park's athletic fields. This purchase is made through the City's intergovernmental cooperative purchase agreement with the King County Directors Association (KCDA) Contract #22315.

Proposals were solicited from all six playground equipment installers available under the KCDA Contract. Five of these vendors submitted either two or three proposals each for a total of twelve proposals. Parks staff reviewed the proposals and selected Landscape Structures, Inc. and their local installer, PlayCreation, Inc., as the preferred proposal based on the number of play features provided for both 2-5 year old and 5-12 year old children within a \$300,000 play equipment budget, and the unique appearance and aesthetic of the play structures. Additional related proposals for the play surfacing to best withstanding seasonal weather impacts and reduce overall maintenance was also submitted and this vendor's Forever Lawn ADA compliant artificial turf surfacing was selected to compliment the nearby athletic field turf.

The City's contract with Landscape Structures, Inc. supplements KCDA Contract #22-315 with Landscape Structures, Inc., to ensure additional City-required terms. Landscape Structures, Inc. play equipment quote dated May 24, 2023 and play surfacing quote dated March 10, 2023 totaling the amount of \$433,761.42 (including WSST) includes the following:

- The installation of multiple new playground structures for 2 5 year and 5 12 year olds and swing sets with both infant and typical belt swings, and
- The installation of ADA compliant playground turf surfacing with all necessary subgrade preparation.

Staff also request approval of a 10% management reserve, or \$43,376.14, for a total allocation of \$477,137.56.

ATTACHMENTS: PW5 - Strawberry Playground 2023.pdf KCDA PO Strwberry Playground 20230602.pdf

SMALL PUBLIC WORKS CONTRACT

THIS SMALL 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 Landscape Structures, Inc., a corporation, organized under the laws of the state of Minnesotta, located and doing business at 601 - 7th Street South, Delano, MN 55328 (the "Contractor").

WHEREAS, the City desires the purchase and install of new playground equipment and play surfacing at the Strawberry Fields Park; and

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

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

WHEREAS, procurement for this project was accomplished through the King County Directors' Association (KCDA) and the parties will follow certain KCDA procedures; and

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

1. <u>Scope of Work—the Project</u>.

The Contractor shall perform, carry out, and complete the Strawberry Fields Athletic Park Playground Project (the "Project") more fully described in **EXHIBIT** A which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor's bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the "Contract Documents").

2. <u>Term of Contract.</u>

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than 40 working days following delivery of the new playground equipment to either the City or the contractor. Working days are administered consistent with the current version of the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction on full execution of this contract.

3. <u>Commencement of Work.</u>

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

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

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. <u>Payment for Project.</u>

a. <u>Total Contract Sum for the Project.</u> The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed four hundred thirty three thousand seven hundred sixty one dollars and 42 cents (\$433,761.42) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

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

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

d. <u>Withholding for Defective or Unauthorized Work.</u> The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

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

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

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

5. <u>Time is of the Essence/Liquidated Damages.</u>

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to

pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the most recent edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference and includes supplemental Section 1-08.9(1) included in Exhibit B. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. <u>Changes.</u>

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

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

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

7. <u>Bonding and Retainage.</u>

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

b. <u>Retainage.</u> The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until

settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. <u>Termination of Contract.</u>

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

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

9. <u>Contractor's Status as Independent Contractor.</u>

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

10. <u>Prevailing Wages.</u>

SMALL PUBLIC WORKS CONTRACT – Page 5 of 16 Form KCDA Rev. 10/2022 This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

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

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

11. <u>Contractor's Risk of Loss.</u>

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

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by

the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____(City Initials) _____(Contractor Initials)

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

13. <u>Insurance.</u>

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

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

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

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

d. <u>Minimum Amounts of Insurance.</u>

The Contractor shall maintain the following insurance limits:

- i. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

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

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

g. <u>Contractor's Insurance for Other Losses.</u> The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

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

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

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

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

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

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

14. Additional Responsibilities of the Contractor.

a. <u>Work Ethic</u>. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

b. <u>Safety</u>. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

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

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

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

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

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

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

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

15. <u>City Ownership of Work Products.</u>

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

16. Assignment and Subcontractors.

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

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

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

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

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

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

17. <u>Notices and Contract Representatives.</u>

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

This Contract shall be administered for the City by the City's Contract Representative, Jeramie Roth, and shall be administered for the Contractor by the Contractor's Contract Representative, [Name of Contractor Representative]. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City:	Jeramie Roth, Parks Maintenance Supervisor City of Marysville 80 Columbia Avenue Marysville, WA 98270
To Contractor:	Misty Link Landscape Structures, Inc. 601 - 7th Street South Delano, MN 55328

18. <u>Conflict and Severability.</u>

If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall

not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

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

19. Integration, Supersession, and Modification.

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

20. <u>Non-Waiver.</u>

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

21. <u>Survival.</u>

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

22. <u>Third Parties.</u>

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

23. <u>Governing Law.</u>

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

24. <u>Venue.</u>

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

25. <u>Attorney Fees.</u>

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

26. <u>Authority to Bind Parties and Enter into Contract.</u>

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

27. <u>Counterparts.</u>

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

DATED this ______ day of ______, 20_____.

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED this	_ day of	, 20	

_____(CONTRACTOR)

By: _____(Name)
Its: _____(Title)

Attested/Authenticated:

______, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A Scope of Work and Contract Documents



MEMORANDUM

FROM:	Jesse Birchman Transportation & Parks Maintenance Manager
DATE:	February 24, 2022
SUBJECT:	Strawberry Fields Athletic Park Playground Equipment

This memorandum outlines the City of Marysville, WA's request for proposals for the installation of new playground equipment at its Strawberry Fields Athletic Park (6100 152nd Street NE) via KCDA's awarded contracts for Playground Equipment. An aerial rendering highlighting the play area is attached. This site plan also shows a planned 18" tall (6" exposed) playground border that will be constructed by a separate contractor/project in advance of playground installation. A copy of the City's supplemental contract template is also attached. Project details include:

- Play area approximately up to 4,000 square feet, but shall be reduced to match proposed equipment
- Budget
 - \$300,000 inclusive of sales tax for equipment, preparation, and installation
 - o Play surfacing costs shall be identified in addition to the above
- Proposal deadline before 12:00 PM Friday 3/10/2023 via web-based digital file upload to the following link: <u>http://docs.marysvillewa.gov/htcomnet/public/?folder=37eeb4e4</u>
 This link will be disabled at the above deadline.
- Questions shall be sent via email to both Jesse Birchman

 (jbirchman@marysvillewa.gov) and Jeramie Roth (Parks Maintenance Supervisor, jroth@marysvillewa.gov) by 12:00 PM Tuesday 3/7 to ensure responses will be shared with all firms on Wednesday 3/8.

Following city staff's selection of a preferred proposal, staff will coordinate any minor design or equipment modifications followed by final pricing and proposal terms with the preferred contractor.

Design and equipment proposals for this playground shall address and include the following:

- At least one structure for Ages 5-12 years
- A minimum of 1 slide. Swings are neither encourage or discouraged.
- Separate play equipment for Ages 2-4 years
- ADA accessible play equipment is encouraged but is not required.
- ADA compliant playground surfacing tiles with all necessary subgrade preparation. Other surface types may be optionally proposed but at least tiles shall be included.
- All grading and subgrade preparation, and any drainage system materials and installation required to accomplish the work
 - A drainage system design and installation is required if an impervious play surface is proposed.

MARYSVILLE PUBLIC WORKS

(360) 363-8100

Public Works 80 Columbia Avenue Marysville, WA 98270

- Removal and disposal of all existing grass turf and native soils necessary for playground surfacing and play equipment installation.
- Proposed modifications to the concrete border (constructed by others) shall be made by proposals to minimize surfacing costs and shall be similar in layout to the attached concept (rectangular or trapezoidal).
- Identification and summary of any equipment manufacturer or contractor warranties
- Contractor installation of all playground surfacing and play equipment
- Final proposals shall be valid for a minimum of 60 days for the city to complete procurement authorization through City Council approval
- Identify three (3) public agency or school district references

The selected proposal procured by the City must satisfy the contract terms supplemental to the KCDA contract that are attached to this request for proposal. Notable terms include the following:

- This effort is considered a "public work" and shall comply with state requirements summarized here. <u>https://www.kcda.org/contracts-bids/public-works-procedures</u>
- Liquidated damages should completion extend beyond agreed upon working days negotiated for the preferred proposal. Working days are typically non-holiday weekdays where weather conditions do not affect construction. Additional working days are provided at City discretion for weather.
- Contractor to apply for and receive approved Building and Grading permits to accomplish the work. Permit fees are waived/paid for by the City.
- Prevailing wages
- Licensed and bonded;
- A payment and performance bond
- A City business license
- Industrial insurance coverage
- Insurance coverage and naming the City additionally insured with the following.
 - Commercial General Liability at \$1 million limit, \$2 million general aggregate, and \$2 million products-completed operations aggregate, and
 - Automobile liability at \$1 million per accident.
 - Additional details will be provided to the preferred contractor.
- Not disqualified/debarred from public works contracts

No more than three design alternatives/proposals will be accepted for review from any individual contractor.

Proposals will be deemed non-responsive and disqualified from consideration as follows:

- A. If more than three submittals are received from a single contractor, all of that contractor's submittals will be deemed non-responsive and disqualified.
- B. Proposals that exceed the identified budget.
- C. Proposals received after the deadline above. It is the submitters' responsibility to ensure receipt and usability of proposals before the deadline.

Attachments: Supplemental agreement template Strawberry Fields Athletic Park rendering with playground border detail

S:\Parks\PARKS, TRAILS & FACILITIES\Strawberry Fields Athletic Complex\2023 Playground\RFP-Strawberry Fields Playground 2023-02.docx



Strawberry Fields Althletic Park Playground Grass Worksheet # 2203-11553-1-1



Tran 80 C	Columbia Ave Mar	Maintenance Manager	Owner: Jesse Birchman Marysville Pu Transportation & Parks Mainter 80 Columbia Ave Marysville, 360.363.8100 jbirchman@mai	nance WA 98	Manager 3270		
PROJECT LOCATION: Strawberry Fields Athletic Complex 6100 152nd St NE Marysville, WA 98271			PROJECT LOCATION: Strawberry Fields Athletic C 6100 152nd St NE Marysville, WA 98271	Comple	ex		KCDA Design
	Date	Lead Time	Terms		(Quote	d By
March 10, 2023 10 to 12 weeks		per KCDA contract		Chris Donahue 253.691.6847			
		SITE	PREP				
98	Cubic Yards	Excavate Site (scape and ha	aul away dirt, grass & debris)	\$	165.00	\$	16,170.00
3,986	Square Feet	Supply & Install Crushe	d Rock, 3986 square feet	\$	7.90	\$	31,489.40
						\$	-
						\$	-
		PLAYGRO	UND GRASS				
4,000	Square Feet		ss Academy 2" SafetyFoam Pro ofill Infill per product specifications.	\$	25.85	\$	103,400.00

Square Footage Based on Materials Required		interlocking pad for 8 Ft CFH. Envirofill Infill per product specifications. Composite edge nailer boards. Also, all associated and required items that accompany this (seaming tape, etc.) Includes Installation of		\$	-
		Playground Grass System.		\$	-
1		Standard PlayMound 10' round x 36" high		\$	7,850.00
KCDA 22-315 Discount \$					

attention: Karri Wyman kwyman@kcda.org	Structures L J of Playground VIIIIV/IIII/VIIIII/VIIIII/VIIIII/VIIIII/VIIIII/VIIIII/VIIIII/VIIIIII	Grand Total	\$ 178,129.35
18639 - 80th Ave S Kent, WA 98064-5550	Indscape	Tax on Bond Fees	\$ 486.36
Issue Pur	hase Order To: PlayCreation representing	Bond Fees	\$ 5,174.07
KCDA Contract Holder: Landscape Structures, Inc. (LSI) attention: Misty Link 601 - 7th Street South Delano, MN 55328-0198 mistylink@playlsi.com 763.972.5591 landscape structures	206.932.6366	TOTAL	\$ 172,468.92
	2104 SW 152nd Street, ste 1 Burien, WA 98166 Chris@PlayCreation.com	Tax 9.4%	\$ 14,819.08
	PlayCreation, Inc. attention: Chris Donahue	Sub Total	\$ 157,649.84
	LSI Representative:	Freight	\$ 8,275.00

Note: Install pricing includes Prevailing Wage & Certified Payroll

Strawberry Fields Althletic Park Playground Equipment Worksheet # 2203-11553-1 Revision 2	landscape structures + PLAVER CREAT		
To: Jesse Birchman Marysville Public Works Transportation & Parks Maintenance Manager 80 Columbia Ave Marysville, WA 98270 360.363.8100 jbirchman@marysvillewa.gov	Owner: Jesse Birchman Marysville Public Works Transportation & Parks Maintenance Manager 80 Columbia Ave Marysville, WA 98270 360.363.8100 jbirchman@marysvillewa.gov		
Project Location: Strawberry Fields Athletic Complex 6100 152nd St NE Marysville, WA 98271	Ship To: Strawberry Fields Athletic Complex 6100 152nd St NE Marysville, WA 98271	KCDA Design Option A	

	Date	Lead Time	Terms	Quoted By		d By
N	Nay 24, 2023	24 to 26 weeks	per KCDA contract	John Larse	on 20	6.940.1108
		SITE P	PREP			
7,371	pounds	Accept delivery & off-load equipr	nent at site	\$ 0.40	\$	2,948.40
95	holes	Layout equipment, mark holes	Layout equipment, mark holes			3,690.75
					Ş	-
		PLAYGROUND	EQUIPMENT			
1	CUST23-11	Custom Forma Swing Area as sho manufactured by Landscape Stru	•		\$	12,240.00
1	CUST23-12	Custom Sensory Play for 2-12 yea #1762756-3, manufactured by La	•		\$	15,300.00
1	CUST23-28	Custom Forma Multi Climber for drawing #1762756-3, manufacture	,		\$	91,800.00
1	197057D	SmartPlay: Motion with Play Tabl Structures, surface mount	le, manufactured by Landscape		\$	22,245.00
1	CUST23-07	Custom Mound Slide year olds as manufactured by Landscape Stru	•		\$	3,060.00
1	Playground Grass	Standard PlayMound with Tunne tunnel	Standard PlayMound with Tunnel, 12' round x 37" high with 18" tunnel		\$	8,640.00
		PLAYGROUND I	NSTALLATION			
		Installation of 2-5 Equipment per and factory trained installation cr			\$	66,678.98
3%		Disposal of packaging material			\$	4,598.55
					\$	-
			KCDA 22	2-315 Discount	\$	(13,872.10)
КС	DA Contract Holder:	LSI Rep	resentative:	Freight	\$	8,912.50
	ndscape Structures, I ention: Misty Link	nc. (LSI) attent	reation, Inc. ion: John Larson	Sub Total	\$	226,242.07
60: De	1 - 7th Street South lano, MN 55328-019	8 Ma Burien	5W 152nd Street, ste 1 n, WA 98166	Tax 9.4%	\$	21,266.76
	stylink@playlsi.com 3.972.5591	idituscupe	@PlayCreation.com 32.6366	TOTAL	\$	247,508.83
				Bond Fees	\$	7,425.26
	DA Purchasing Coo	perative		Tax on Bond Fees	\$	697.97

Quote based on current pricing | Pricing Valid thru 6-30-2023 | 50% Deposit due at Order Entry

Issue Purchase Order To:

18639 - 80th Ave S Kent, WA 98064-5550

attention: Karri Wyman kwyman@kcda.org

Grand Total

\$ 255,632.07



Equipment List

Drawing # 1762756-3

CUST23-11 | Custom Swing Area

- (2) Belt Seat, ProGuard Chains for 8' Beam Height
- Forma Swing Frame DB Only
- Forma Swing Frame DB Only Additional Bay
- (2) Full Bucket Seat, ProGuard Chains for 8' Beam Height
- Welcome Sign, Ages 2-12 years Direct Bury

CUST23-12 | Custom Sensory Area

- Color Splash Panel
- Marble Panel
- Optigear Panel
- (3) Sensory Play Center Wall DB
- (2) Sensory Play Center Wall End DB
- (4) Sensory Play Station Plate
- Welcome Sign, Ages 2-12 years Direct Bury

CUST23-28 | Custom 5-12 Area

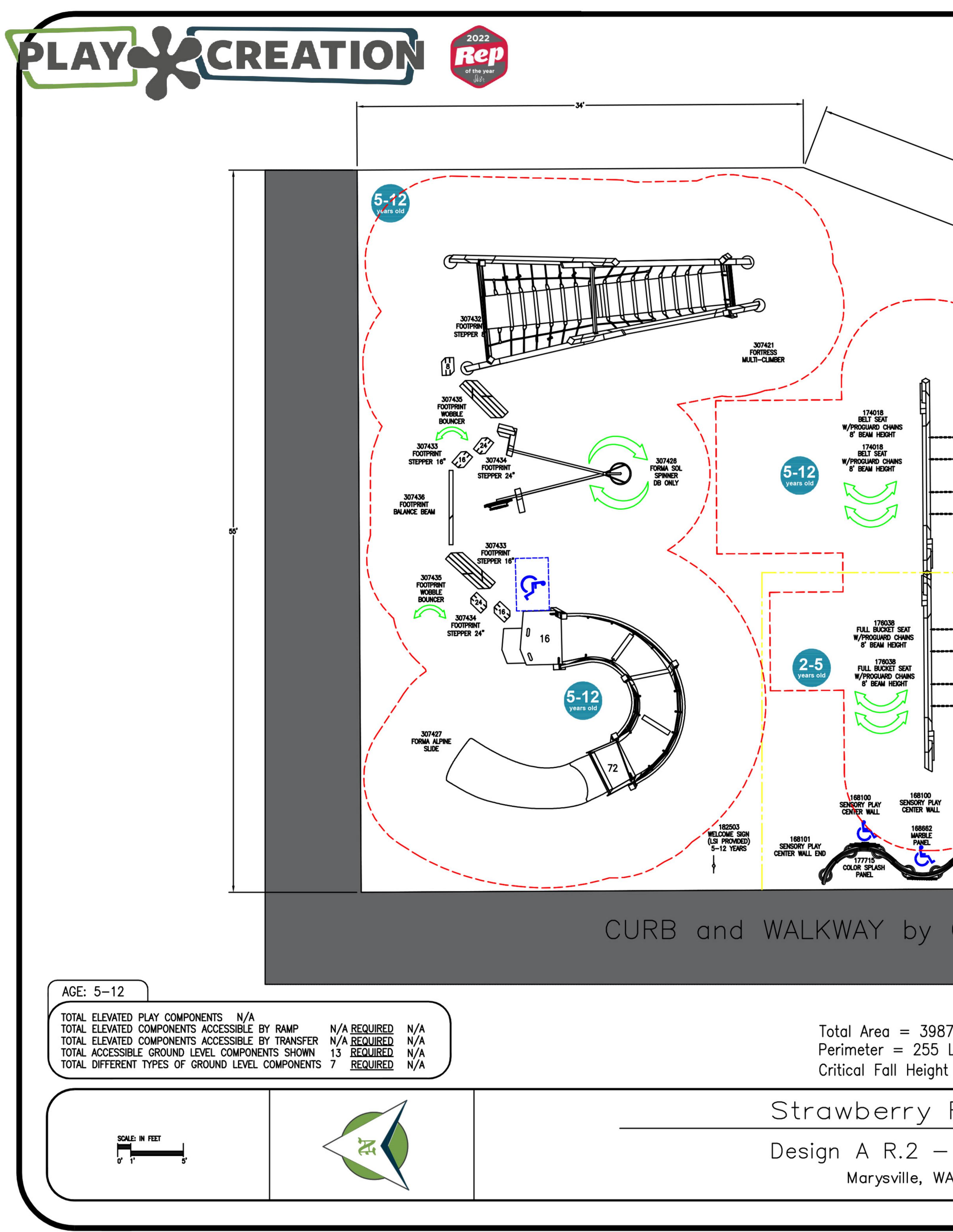
- Footprint Balance Beam DB
- (2) Footprint Stepper 16" DB
- (2) Footprint Stepper 24" DB
- Footprint Stepper 8" DB
- Fortress Multi-Climber
- (2) Footprint Wobble Bouncer DB
- Forma Sol Spinner DB Only
- Forma Alpine Slide DB
- Welcome Sign, Ages 5-12 years Direct Bury

197057C | Custom 2-5 Area

- SmartPlay: Motion with Play Table
- Welcome Sign, Ages 2-5 years Direct Bury

CUST23-07 | Custom Slide Area

- Ramp Deck Extension DB 12"Dk
- (2) 108"Alum Post DB
- Double Slide 32"Dk



	49'-5"	
	2-5 years old	/
	years old	
		/
	123331	
	DOUBLE SLIDE	
316601 FORMA SWING		
FRAME ADDITIONAL BAY		
)		
	171539 RAMP DECK	
	EXTENSION	
	NUMBERS CLIMBER	
307429 FORMA SWING FRAME	RING-A-BELL/ MARBLES BONGOS	
	INCLINED TUNNEL	
	SPELLING PANEL	
N N	STEPPERS	
	TRANSFER	
4-168661 168100 / SENSORY PLAY	POINT BEAD PANEL CIRVED SLIDE	
SENSORY PLAY CENTER WALL ATTACHMENT PLATE	STEERING PANEL SHAPE AND FIT TABLE	
SENSORY PLAY (L	182503 LCOME SIGN SI PROVIDED) ACCESSIBLE 197057 2-5 YEARS ROUTE OF MOTION	
168104 OPTIGEAR	ROUTE OF MOTION TRAVEL W/PLAY TABLE	
PANEL		-
Others		
	AGE: 2-5	
87 SF	TOTAL ELEVATED PLAY COMPONENTS N/A TOTAL ELEVATED COMPONENTS ACCESSIBLE	B,
LF	TOTAL ELEVATED COMPONENTS ACCESSIBLE TOTAL ACCESSIBLE GROUND LEVEL COMPONE	B,
nt = 96"	TOTAL DIFFERENT TYPES OF GROUND LEVEL	
Fields	PlayCreation,	I
	PlayCreation, Landscape Strue	С
- Forma		
VA	JohnL@PlayCreation	11

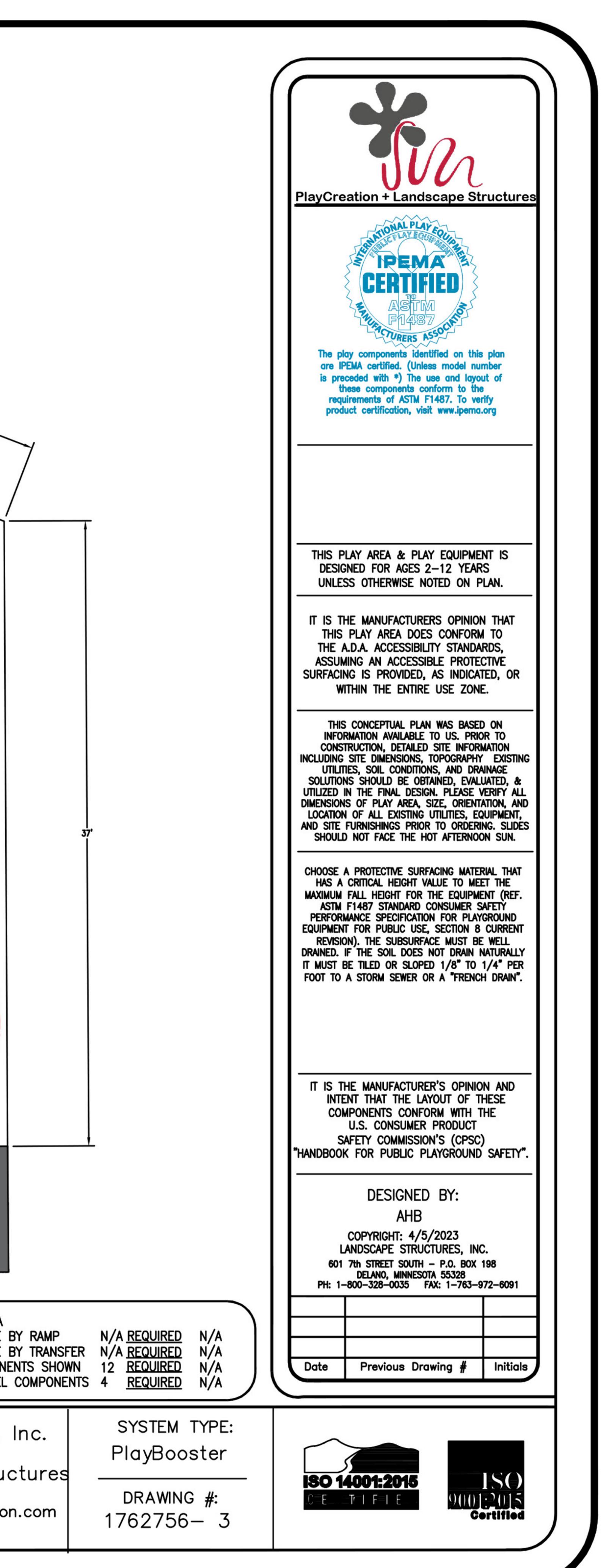


















EXHIBIT B Liquidated Damages

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

- 1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
- 2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

LD=0.15C/T

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

PUBLIC WORKS DEPARTMENT 80 Columbia Ave. Marysville, WA 98270 (360) 363-8100	Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.
TO: King County Directors Association R.O. Box 5550	DATE ACCT. CODE ORDER NO. 6/2/2023 21000076.563000.P2201 ORDER NO. SHIP TO Marysville Public Works
Kent, WA 98064-5550 425-251-8115 XII 3 ATTENTION: <u>Karri Wyman & Kuyman & Kidaiorg</u> REQUESTED BY DATE EXPECTED F.O.B. POINT Jerumie Roth	<u>80 Columbia Ave</u> <u>Marysville Wa. 98271</u> SHIP VIA SUBLET QUOTE EQUIP. / VEH. NO.
FAX:	UNIT PRICE EXTENSION TAX / SHIP TOTAL RTY W/O NO
Straberry Fields Athletic Vark Playground Equipment with install Quote # 2203-11553-1 Revision 2 Forever Lown Turs Surbaing	255,632 07 178,129 35 433,761 42

NOTES:_____

SITE/PROJECT NAME: _____

AGENDA ITEM NO. 15.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023	
SUBMITTED BY:	Thadd Zehnder, Engineering	
ITEM TYPE:	Bid Award	
AGENDA SECTION:	Review Bids	
SUBJECT:	Contract Award - Jennings Nature Park Pump Track *	
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to award and execute the contract for the Jennings Nature Park - Pump Track Project to Oceanside Construction, Inc. in the amount of \$270,722.33 including Washington State sales tax and approve a management reserve of \$27,072.23 for a total allocation of \$297,794.56.	
SUMMARY:	The Jennings Nature Park Pump Track includes the construction of a fully functional asphalt topped pump track including permanent drainage features. The project was advertised for a June 7, 2023, bid opening. The City received 2 bid proposals as shown on the attached bid tabulation. The low bidder was Oceanside Construction, Inc. at \$270,722.33 including Washington State Sales Tax (WSST). The engineer's estimate was \$344,610 including WSST.	
	Staff has checked the references for the apparent low bidder and determined that Oceanside Construction, Inc. is a responsible bidder.	
	Contract Bid: \$270,722.33 Management Reserve: \$27,072.23 Total: \$297,794.56	

Certified Bids.pdf

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the "Contract") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the "City") and Oceanside Construction, Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at 2651 Huntington Street Bellingham WA 98226, (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:

Jennings Nature Park – Pump Track P2101

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder's Checklist;
- C. 2023 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor's bid;
- D. Special Provisions/Specifications
- 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. Substantial completion shall be achieved within Forty (40) working days of the effective date of the Notice to Proceed. Physical Completion shall be achieved within 10 workings days after Substantial Completion has been achieved. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages set forth in the below formula.

$$LD = \frac{0.15 \times C}{T}$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

- III. COMPENSATION AND METHOD OF PAYMENT. The lump sum/total itemized amount of the Contract is two hundred seventy thousand two hundred sixty-one dollars and thirty-three cents (\$270,261.33) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 7, 2023. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- **IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. **INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
 - A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the

performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

- B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor. _____(City initials) ______(Contractor initials)
- D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Joseph Baldwin on behalf of the Contractor and by Thadd Zehnder on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>City</u> :
City of Marysville
Public Works – Attn: Thadd Zehnder
501 Delta Ave
Marysville, WA 98270

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

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

DATED this	day of	, 20
		CITY OF MARYSVILLE
		By: Jon Nehring, Mayor
DATED this	day of	, 20
		(CONTRACTOR)
		By:(Name)
		Its:(Name)
Attested/Authenticated:		

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Principal

PERFORMANCE BOND to City of Marysville, WA

Bond No.

The City of Marysville, Washington (the "City"), has awarded to Oceanside Construction, Inc. (the "Principal"), a contract for the construction of the project designated as Jennings Nature Park - Pump Track, Project No. P2101, in Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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 U.S. Dollars (\$) Total

Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner specified; and if such performance 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.

Surety

Date	Surety Signature	Date
	Printed Name:	
	Title:	
	Date	Printed Name:

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

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PAYMENT BOND to City of Marysville, WA

Bond No.

The City of Marysville, Washington (the "City"), has awarded to Oceanside Construction, Inc. (the "Principal"), a contract for the construction of the project designated as Jennings Nature Park – Pump Track, Project No. P2101, 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.

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	e number of loca	I office/agent of Surety is:	

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

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Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select one:

 \square

(1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.

(2) Deposited in an Interest-Bearing Account. Deposited by the City in an interestbearing account in a bank, mutual savings bank, or savings and loan association. Funds may not be withdrawn until sixty (60) days after the completion date of the work and must be in accordance with Chapters 60.28 and 39.12 RCW. Interest on such account will be paid to the Contractor. Fees incurred shall be the responsibility of the Contractor.

If this option is selected, the Contractor must complete the attached "Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account" form.

(3) Placed in an Escrow Account Chosen by Contractor. Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor is solely responsible for all costs which may accrue from escrow services, brokerage costs, or both, and assumes all risks in connection with the investment of the retained percentages in securities.

If this option is selected, the Contractor must complete two copies of the attached "Retainage Escrow Agreement" form.

(4) Bond in Lieu of Retainage. In lieu of the City withholding retainage, the Contractor will submit a Retainage Bond which must be effective until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

If this option is selected, the Contractor must complete the attached "Retainage Bond" form.

Contractor

Contractor's Signature

Printed Name:

Title: _____

Date:

Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account

The unde	ersigned							
hereby refer	renced t	o as "Contra	ctor" has	directed CITY	OF MA	RYSVILLE h	erein referred	to as
"Agency"	to	deliver	its	warrants	or	checks	payable	to
				, herein af	ter the "I	Bank" and the	e Contractor jo	ointly.
Such warra	nts or ch	necks shall b	e deposi	ted to Account	#		as an Es	scrow
Retained Pe	ercentag	e Holding Ac	count.					

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the Agency, in writing, authorizing the release of such funds. All interest earned on this account shall be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained percentage funds in this account shall be paid by the Contractor.

	Agency: City of Marysville
Contractor	
Signature:	Signature:
Name:	Name:
Title:	Title:
Address:	
 Date:	
Bank	_
Signature:	-
Name:	-
Title:	_
Address:	-
Phone:	_
Date:	-

EST. (1891	Project	Jennings Nature Park – Pump Track
MARYSVILLE	Contractor	Oceanside Construction, Inc.
WASHINGTON	Bank	

The Undersigned, ______, hereinafter referred to as the Contractor, and the City of Marysville, hereinafter referred to as the City, have entered into a public works construction contract.

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

1. *Escrow Agreement*. The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.

2. *Check Issuance, Endorsement, and Deposit.* From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.

3. *Investment of Funds*. Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank's name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.

4. *Eligible Securities.* The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.

- A. Bills, certificates, notes or bonds of the United States;
- B. Other obligations of the United States or its agencies;
- C. Obligations of any corporation wholly owned by the Government of the United States;
- D. Indebtedness of the Federal National Mortgage Association;
- E. Time deposits in commercial banks; and
- F. Mutual funds, pools, or investment trusts, provided the investments of the fund, pool or trust consists solely of securities listed in herein.

Other securities may be deemed Eligible Securities upon the written request of the Contractor and written approval of the City, provided the City has the staff assistance and expertise which will permit it to exercise sound judgment in assessing the security. The City shall consider probable safety, risk to principal, liquidity and any other factor the City deems reasonable to consider. Nothing herein obligates the City to incur any expense or charge to assess the appropriateness of a proposed security. The City has no obligation to consider a proposed security if the City would incur expenses, charges or fees in its assessment of the appropriateness of the security as an investment. If the proposed security has a maturity date, the security must mature on or before the Completion Date. The Contractor expressly acknowledges that any investment in securities involves risks, including, but not limited to, the risks of loss or diminution of principal and failure to realize anticipated or expected appreciation, dividends, interest, or other gain. Contractor expressly waives and releases both City and Bank from any and all liability associated with, or arising out of, these and all market risks.

5. *Bank Duties and Responsibilities*. Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank <u>must not</u> deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) <u>except</u> in accordance with written instructions from the City. The City Clerk is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

6. *Change of Completion Date*. Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads, etc. consistent with the later Completion Date. If the changed Completion Date is earlier than the original Completion Date,

the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

7. *Return of Funds to City*. At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

8. *Compensation of Bank*. Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

9. *Termination of Escrow By Bank*. Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City.

10. Definitions

"*Agreement*" shall mean this document, including exhibit A when completely executed by the City, Contractor and Bank.

"Bank" shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

"Check" shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

"City" shall mean the City of Marysville, a municipal corporation of the State of Washington.

"*Completion Date*" shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found in Exhibit A.

"Contractor" shall mean the undersigned contractor.

"Escrow Account" shall mean the escrow created by this Agreement.

"Eligible Securities" are those bonds and securities identified in the paragraph 4 above.

"Retainage" shall mean moneys reserved by the City under the provisions of a public improvement contract.

11. Miscellaneous.

A. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account.

B. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf.

C. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington.

D. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

AGREED AND ACCEPTED this the day	AGREED AND ACCEPTED this the day
of, 20	of, 20
CONTRACTOR	CITY OF MARYSVILLE
By:	By:
Printed Name:	Jon Nehring, Mayor
Title:	
Address:	
City: State:	ATTEST:
State: Zip:	
	By:
Tax ID #:	, Deputy City Clerk
AGREED AND ACCEPTED this the day	APPROVED AS TO FORM:
of, 20	
	D
BANK	By: Jon Walker, City Attorney
	Join Warker, City Automey
By:	
Printed name:	
Its:	

EXHIBIT A

City Supplied Information. The City provides the following information:

Project	Jennings Nature Park – Pump Track Name
	P2101 Work Order # (if applicable)
Contractor	Oceanside Construction, Inc.
Bank	
Completion Date	

Bank Supplied Information. Bank provides the following information:

Bank	Name	
	Branch	
	Address/Phone	
	Contact Person/Account Officer	
Escrow Account	Account Name	
	Bank Account #	

Contractor Supplied Information. Contractor provides the following information:

Contractor	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

RETAINAGE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that Oceanside Construct	ction, Inc., a
corporation organized under the laws of the State of	, and registered to
do business in the State of Washington as a contractor, as Principal, and _	-
(Surety), a corporation organized under the laws of the State of	and
registered to transact business in the in the State of Washington as surety,	as Surety, their
heirs, executors, administrators, successors, and assigns, are jointly and se	everally held and
bound to the City of Marysville, Washington, hereinafter called "City", and a	re similarly held and
bound unto the beneficiaries of the trust fund created by RCW Chapter 60.2	
and/100's Dollars (\$), or five percent
(5%) of all monies now or hereafter earned by the Principal in connection w	vith the below-
referenced Contract, the payment of which, well and truly to be paid, we bir	nd ourselves, our
heirs, executors and successors, jointly and severally, formally by these pre-	esents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, 20___, the Principal executed a contract (the "Contract") with the City known as:

Project Name: Jennings Nature Park – Pump Track

Contract Number: P2101

And,

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds"; and

WHEREAS, the Principal has requested that the City accept a retainage bond and release earned retained funds to the Principal, as allowed under RCW Chapter. 60.28;

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to indemnify, defend, and hold the City harmless from any and all loss, costs or damages that the City may sustain by reason of release of said earned retained funds to Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change

order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.

The laws of the State of Washington shall apply to the determination of the rights 6. and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

The City Attorney may, in his or her discretion, waive conditions of the bond as appropriate.

The bond must be duly executed by the contractor and a surety that is (1) authorized to do business as a surety in the State of Washington and (2) rated at least "A" or better and with a numerical rating of no less than seven (7) by A.M. Best Company. The bond must be accompanied by a fully executed Power of Attorney appointing the signer for the surety as the surety's attorney-in-fact.

Principal	Surety
Principal Signature Da	te Surety Signature Date
Printed Name:	Printed Name:
Title:	Title:
	Send bond release information to:
	(Address)
	(City/State)
ACCEPTED CITY OF MARYSVILLE	Approved as to Form
By Jon Nehring, Mayor	By Jon Walker, City Attorney
Date:	Date:
City of Marysville	39 P a g e

City of Marysville Certified Bid Tabulation Jennings Nature Park - Pump Track Apparent Low Bidder Engineer's Estimate Oceanside Construction EXTENDED AMOUNT UNIT PRICE ITEM NO. ITEM QUANTITY UNIT UNIT PRICE EXTENDED AM MOBILIZATION/DEMOBILIZATION, BONDS, AND INSURANCE \$74,391.90 \$ LS 1 74,391.90 \$17,501.00 \$ LS HOT MIX ASPHALT PUMP TRACK \$225,608.10 \$ 225,608.10 \$214,960.00 \$ 2 1 FA \$15,000.00 \$ 15,000.00 \$15,000.00 1-04.4 MINOR CHANGES 1 \$ \$24 \$2 \$315,000.00 TOTAL BASE BID SALES TAX 9.4% \$29,610.00 \$344,610.00 \$27 TOTAL BASE BID + SALES TAX 9.4%)



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



n Inc	American Ramp Company			
IOUNT	UNIT PRIC	E	EXTENDED AMOUNT	
17,501.00	\$ 74,391.	90 \$	74,391.90	
14,960.00	\$ 215,165.	33 \$	215,165.33	
15,000.00	\$ 15,000.	00 \$	15,000.00	
47,461.00			\$304,557.23	
23,261.33			\$28,628.38	
70,722.33			\$333,185.61	

AGENDA ITEM NO. 11.



Agenda Bill

CITY COUNCIL AGENDA ITEM F	REPORT		
DATE:	June 12, 2023		
SUBMITTED BY:	Parks Director Tara Mizell, Parks, Recreation & Culture		
ITEM TYPE:	Ordinance		
AGENDA SECTION:	New Business		
SUBJECT:	An Ordinance for Festival Sponsorship		
SUGGESTED ACTION:	Recommended Motion: I move to adopt Ordinance No.		
SUMMARY:	The purpose of these requested changes are to amend the municipal code regarding the bid process for the Marysville Strawberry Festival. These changes include how the call for bids will be advertised, updating the deadline process for submitting proposals, updating the timeline for review of proposals and updating the language to allowing for the option to renew the proposal for five years.		

ATTACHMENTS: Ordinance - Strawberry Festival Notice Final.pdf

CITY OF MARYSVILLE Marysville, Washington

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING CHAPTER 5.48 OF THE MUNICIPAL CODE IN REGARD TO ADVERTISING FOR REQUESTS FOR PROPOSALS TO OPERATE THE STRAWBERRY FESTIVAL.

WHEREAS, the Marysville Strawberry Festival is a longstanding tradition in the city; and

WHEREAS, the municipal code sets forth the process for requesting proposals to operate the festival; and

WHEREAS, section 5.48.020 of the municipal code requires publication in a newspaper and physical posting of notices; and

WHEREAS, technological advances have changed the manner in which most residents obtain information with most people utilizing the internet and social media for this purpose; and

WHEREAS, there are costs associated with publishing in a newspaper and such publication reaches a smaller audience than posting a notice through the internet and social media; and

WHEREAS, notifying residents of the opportunity to submit a proposal to operate the Strawberry Festival through the City's website and social media sites will reach a larger number of residents than publishing in a newspaper.

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

SECTION 1. Section 5.48.020 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Section 5.48.030 of the municipal code is amended as set forth in Exhibit

В.

SECTION 3. Section 5.48.050 of the municipal code is amended as set forth in Exhibit C.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 5. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of , 2023.

CITY OF MARYSVILLE

By_____ JON NEHRING, MAYOR

Attest:

By_____, DEPUTY CITY CLERK

Approved as to form:

By____

JON WALKER, CITY ATTORNEY

Date of publication: Effective Date (5 days after publication):

EXHIBIT A

5.48.020 Annual requests for festival proposals - Contents.

At any time after August 1st of each year the city may issue a request for festival proposals for the following year from any and all interested persons or parties. Notification of the request shall be published in the official newspaper of the city and posted in at least three public places in the cityThe request for festival proposals shall be placed on the City website for a period of not less than two consecutive weeks and state the date and time by which all proposals must be submitted. The request also may be advertised through City social media accounts or such other methods chosen by the chief administrative officer. Festival proposals shall describe the proposed geographical boundaries of the festival area, all proposed festival activities and the dates thereof, the use of public right-of-way and public parks, the number and location of temporary vendor facilities and structures, and provisions for sanitation and cleanup. The proposal will further indicate the organizational structure, background and experience of the sponsor, and all insurance and indemnification provisions which it is able to offer to the city. All proposals shall be in writing and must be filed with the city clerk within 10 days of the date of final publication of the request for proposalsprior to the deadline listed in the request for festival proposals.

EXHIBIT B

5.48.030 Award of festival permit – Conditions – Fee.

At any regular or special meeting of the city council held at least 10 days after the final date of publication of the request for deadline for submitting proposals, the city council shall consider the merits of all duly filed festival proposals. It may request written or oral supplementation to any proposal. If the city council determines that it will issue a festival permit for that year, a single festival sponsor shall be selected from the duly filed proposals on the basis of the experience and qualifications of the sponsor, the merits of the festival proposal, and the public benefits arising from the same. The city council may impose such reasonable terms and conditions on the festival permit as it deems to be in the public interest. The festival sponsor shall pay the city a permit fee in the amount of \$500.00. The city may reserve the right to charge additional amounts at the conclusion of the festival to reimburse the city for extraordinary costs expended for municipal services.

EXHIBIT C

5.48.050 Option to renew Duration of festival permit.

At the time of awarding a festival permit, the city council, in its discretion, may grant the festival sponsor an option to renew the permit for a period of up to five years, without public competition, for up to four additional years. To exercise the option tThe festival sponsor, each year, shall submit a new festival proposal for approval by the city council and shall pay a new festival permit fee each year. The city council may approve or deny each year's festival permit application in its sole discretion.

AGENDA ITEM NO. 12.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT			
DATE:	June 12, 2023		
SUBMITTED BY:	Sandy Langdon, Finance		
ITEM TYPE:	Ordinance		
AGENDA SECTION:	New Business		
SUBJECT:	An Ordinance Amending MCC 3.51 Related to Petty Cash Fund		
SUGGESTED ACTION:	Recommended Motion: I move to adopt Ordinance No.		
SUMMARY:	Update of the petty cash fund to reflect a change from \$4,750 to \$4,150. The reductions are: 1) \$500 used by the Public Works department, 2) \$100 used by the Community Development department, and 3) \$100 used by the KBSCC.		

ATTACHMENTS: Amended Petty Cash Funds Ordinance - June2023.docx

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE No.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 3.51 OF THE MARYSVILLE MUNICIPAL CODE, "PETTY CASH FUND," TO REFLECT CURRENT OPERATIONS AND STRUCTURE OF CITY GOVERNMENT.

WHEREAS, some of the City's petty cash needs are no longer reflected in the municipal code; and

WHEREAS, it is necessary to harmonize the City's Petty Cash Fund Ordinance with the current operations and structure of City government; and

WHEREAS, other minor revisions to the total amount of the petty cash fund should also be amended.

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

SECTION 1. Amendment. Chapter 3.51 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By_____JON NEHRING, MAYOR

Attest:

By____

GENEVIEVE GEDDIS, DEPUTY CITY CLERK

Approved as to form:

By______JON WALKER, CITY ATTORNEY

Date of publication:

Effective Date (five days after publication):_____

EXHIBIT A

3.51.010 Petty cash fund established

There is created and established a change and imprest fund within the current expense fund, to be designated as the "petty cash fund." Four thousand and fifty dollars is authorized for the petty cash fund.

3.51.020 Petty cash fund distribution.

The petty cash fund herein established shall be distributed as follows:

(1) Four hundred dollars shall be used by the city's municipal court as a change fund;

(2) Four hundred dollars shall be used by the city's parks, recreation, and culture department, \$100.00 as a change fund and \$300.00 as a change fund;

(3) One thousand four hundred dollars shall be used by the city's finance department; \$600.00 as a change fund and \$800.00 as a change fund;

(4) One hundred fifty dollars shall be used by the city's police department as a petty cash fund;

(5) One hundred dollars shall be used by the city's department of community as a change fund.

(6) One hundred dollars shall be used by the Ken Baxter Senior/Community Center as a change fund.

(7) One thousand six hundred dollars shall be used by the Cedarcrest Golf Course as a change fund.

3.51.030 Petty cash fund custodians.

The custodians of the petty cash fund herein established shall be as follows:

(1) The city's court administrator is designated as the custodian of the municipal court change fund.

(2) The city's parks, recreation, and culture director is designated as the custodian of the park and recreation change fund and the Ken Baxter Senior/Community Center change fund.

(3) The finance director is designated as the custodian of the finance department change funds.

- (4) The police chief is designated as the custodian of the police department change and petty cash fund.
- (5) The public works director is designated as the custodian of the public works petty cash fund.

(6) The community development director is designated as the custodian of the community development department change fund.

(7) The parks, recreation, and culture director is designated as the custodian of the Cedarcrest Golf Course change fund.

AGENDA ITEM NO. 13.



Agenda Bill

CITY COUNCIL AGENDA ITEM F	REPORT
DATE:	June 12, 2023
SUBMITTED BY:	Transportation and Parks Maintenance Manager Jesse Birchman, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Washington State Department of Corrections Work Crew Master Agreement *
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the Washington State Department of Corrections Work Crew Master Agreement.
SUMMARY:	The Department of Corrections (DOC) work crews assist multiple departments at Public Works with litter clean up, vegetation and landscape maintenance and overall beautification of the City. These services have been utilized for over ten years and provide great support to our in-house and seasonal crews that also perform this work. The attached agreement provides for terms and conditions associated with the services performed by DOC. The agreement is good thru May 31, 2025.

ATTACHMENTS: Unsigned Master Agreement 21-23.pdf

Class IV Work Crew Master Agreement

Between

THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

And

CITY OF MARYSVILLE

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as DOC and The City of Marysville, located at 6915 Amar Road Marysville, WA 98270, hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Incarcerated Individuals, also known as 'Workers', who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for Incarcerated Individuals to provide work crew services to the RECIPIENT. Eligibility to receive services is defined in WAC 137-80. No public employees will be displaced as a result of this Agreement.

Upon execution of this Master Agreement, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both Parties to this Agreement. [*See Attachment A*] The Work Project Description will detail the work to be done, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to, or on the same date as, this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Agreement shall begin June 01, 2023 and continue through May 31, 2025, unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which Incarcerated Individuals' services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties.

- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. DOC will pay the Department of Labor and Industries (L&I) all workers' compensation premiums due under Title 51 RCW for workers providing services under this Agreement.
 - 1) Recipients must pay DOC for all such workers' compensation premiums under Title 51 RCW.
 - 2) Each calendar year quarter DOC will report to L&I the total number of Incarcerated Individuals' hours worked for the RECIPIENT under this Agreement during the previous quarter, and pay the total cost due for workers' compensation coverage directly to L&I for those hours.
- D. Addresses to use for Billing and Payment.
 - 1) **Billing** Invoices for payment will be mailed to the address provided by the RECIPIENT:

City of Marysville 80 Columbia Ave. Marysville, WA 98270

2) Payment

- a. <u>State Agencies Only</u> will pay using the following statewide vendor number: SWV0003872-01 [IAP Payment - DOC General Account]
- b. <u>All Other RECIPIENTs</u> will send payment to the address provided by the DOC location from which services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the Parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. SELECTION OF INCARCERATED INDIVIDUALS

The Institution will select the Individuals for each work crew. Selection criteria will conform to DOC Policy 700.000, WORK PROGRAMS IN PRISONS, DIRECTIVE III, Eligibility and Selection, as now written or hereafter revised.

- 7. HAZARD ASSESSMENT AND MITIGATION
 - A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by Incarcerated Individuals. (*See Attachment C, Prohibited Work*)
 - B. Before Incarcerated Individuals provide services at any new and distinct project location, the RECIPIENT and DOC will jointly perform a written hazard, safety and security assessment.
 - C. The Assessment must be performed in accordance with WAC 296-800-160 (See Attachment D, Sample Job Safety Analysis Worksheet).
 - D. After the Assessment DOC may 1) agree to the specialized PPE that the RECIPIENT will provide to workers to mitigate the effects of identified hazard(s); 2) request that the RECIPIENT remove or otherwise mitigate some or all of the hazards before workers perform the contracted work; or 3) withdraw from the project.

- E. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the project site. If hazardous conditions or materials are discovered while Incarcerated Individuals are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.
- 8. TOOLS, EQUIPMENT AND SUPPLIES

Aside from the basic work attire, PPE, and SSE provided per DOC policy, the specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description and JSA for that project.

- 9. TRAINING
 - A. The RECIPIENT will train Incarcerated Individuals regarding the work to perform as well as any safety requirements specific to the project site and in the use of any specialized equipment.
 - B. For work performed in one static location, RECIPIENT will provide project and site specific safety, equipment, and PPE training as well as instruction in the use of any specialized equipment. The RECIPIENT will provide such training and instruction on the first day of each new project and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
 - C. For the same types of Level one or Level two work performed at successive locations, the RECIPIENT must provide the required training and instruction, described in Section 9(B) above, on the first day of work and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
 - D. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).
 - E. Training provided by RECIPEINT can be in a variety of forms including, but not limited to, video, audio, electronic, Power Point, or/and printed instruction with illustrations. RECIPIENT provided training may be administered by DOC but source material shall be provided by the RECIPIENT. DOC has the sole discretion to supplement training provided by the RECIPIENT.

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Jake Wetzel, 425-583-7564, jwetzel@marysvillewa.gov

DOC: Arben Kullojka, CPM, 360-794-2692, akullojka@doc1.wa.gov

11. SUPERVISION & TRANSPORTATION

- A. <u>The Work:</u> Work level definitions are found in the *Class IV Project Matrix*, attached hereto and incorporated by reference as *Attachment B*. The following are supervision requirements pertaining to the Work Project Levels:
 - 1) For Level 1 and 2 Work Projects:

DOC will supervise the work performed, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by Incarcerated Individuals, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

- B. <u>Security</u>: For all work project levels, a Correctional Officer will be present at all times to provide for the security and custody of Incarcerated Individuals and the safety of the public at large.
- C. <u>On-Site Illness/Accidents:</u> A first aid qualified Correctional Officer will be present at the worksite at all times. In the event of DOC Individual illness or injury, DOC will provide the appropriate first aid. If necessary, and as available, emergency medical assistance will be called, or the Individual will be transported to the nearest medical facility for treatment.
 - 1) <u>Expenses:</u>
 - a) <u>Illness.</u> DOC will pay all expenses related to treatment of DOC Individual illness.
 - b) <u>Injury.</u> The cost of treatment provided to Incarcerated Individuals beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.
 - c) The DOC's L&I Account Number, 439,048-35, will be the account number used by Incarcerated Individuals, DOC and medical providers when reporting Incarcerated Individuals' work related injury.
- D. <u>Transportation</u>: DOC has sole responsibility to transport of Incarcerated Individuals to and from the work project site.

12. PUBLIC RELATIONS

Neither party shall arrange for media coverage without the consent of the other party, nor shall either party release information to the media without the consent of the other party. This includes, but is not limited to any reference in print, television, audio, video, and social media without the consent of the other party.

13. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees:

- A. Are not responsible for, and do not guarantee, the quality of the work performed or products produced by Incarcerated Individuals on work crews;
- B. Shall not be required to pay other workers to re-do or repair the work performed by the Incarcerated Individuals; and
- C. Are not responsible for damages to third parties resulting from the work performed or products produced by Incarcerated Individuals on work crews.
- D. The RECIPIENT will pay all costs agreed to for services rendered under this Agreement, regardless of the quality of the work performed or products produced by the workers.

14. INDEMNIFICATION

- A. RECIPIENT, its agents, and/or employees:
 - 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
 - 2) Will indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.
- B. DOC, its agents, and/or employees:

- 1) Are responsible for damages that arise out of DOC, its agents, and/or employees' negligent security supervision of Incarcerated Individuals.
- C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both Parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

15. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing.

16. INSURANCE

- A. RECIPIENT shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out below. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds. All policies shall be primary to any other valid and collectable insurance. RECIPIENT shall instruct the insurers to give the Department 30 days advance notice of any insurance cancellation.
- B. Commercial Form General Liability Insurance (contractual liability included) with minimum limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 for general aggregate. If the insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Contract
- C. Except where further described in this Agreement, RECIPIENT will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the RECIPIENT or their employees for services performed under the terms of this Contract.
- D. Prior to signature by DOC the RECIPIENT must provide the DOC with proof of current insurance for each coverage required under the Contract. Such proof shall be sent to Washington State Department of Corrections, Contracts and Legal Affairs at <u>docclacontracts@doc1.wa.gov</u> Contractor shall immediately notify Contracts and Legal Affairs in the event such policy is terminated, canceled, or modified.

17. PUBLIC BENEFIT NON-PROFIT

In order to utilize work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501(c) (3) Charitable Organization or a (501(c) (4) Social Welfare Organization.

The RECIPIENT must provide the DOC Contract Manager listed in Section 10, CONTRACT MANAGEMENT above, with proof of its IRS public benefit non-profit designation.

18. AMENDMENTS AND MODIFICATIONS

Amendments or modifications to this Agreement shall not be binding unless agreed to in writing by the Parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

19. WAIVER

Waiver of any default or breach shall not be deemed 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 the Department.

20. SEVERABILITY

The terms and conditions of this Agreement are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, including referenced Attachments, represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of six (6) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF MARYSVILLE

DEPARTMENT OF CORRECTIONS

(Signature)	(Signature)
Jake Wetzel	Daryl A. Huntsinger
(Printed Name)	(Printed Name)
	Contracts Administrator
(Title)	(Title)
(Date)	(Date)

<u>Approved as to Form</u> By: John C. Dittman. Assistant Attorney General Date: December 29, 2020

ATTACHMENT A	
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WASHINGTON STATE DEPARTMEN Corrections Cer	
Prisons Division CLASS IV Work P	
Contract Number: K	
RECIPIENT:	
RECIPIENT is: Government Entity State Agency Pub	olic Benefit Nonprofit; Evidence Attached 🗌
RECIPIENT Contact: Phone: I	Email:
Department Contact: Phone: Email:	
Work Project Title: (describe the work)	
Project Level: 1 2 3	
Workers will: (describe the work)	
Number of Workers on crew: (insert number)	
Project Location:	
Project Period (One year maximum): through	
Projected Total Number of Crew Hours, Number of Workers:	
Minimums for Set Monthly Rate and/or Full or Half Day Rate:	
Approximate Work Hours: Arrive at a.m.	Depart at p.m.
 Special Payment Terms. RECIPIENT will pay DOC: 1. Mileage reimbursement at the OFM/GSA rate at the time th 2. The L&I Premiums Rate at the time the work was performe 3. Other direct and indirect costs \$; to include (Adm 	-
PPE, Tools and Equipment Provided by:	
RECIPIENT:	
Specialty PPE, Tools and Equipment Training Provided by RI	ECIPIENT?
DOC:	
JSA Worksheet completed and attached?	
Additional Terms:	
NAME OF RECIPIENT DEPART	IMENT OF CORRECTIONS
SAMPLE – DO NOT SIGN SAMPL	.E – DO NOT SIGN
	e of Superintendent
Title Institutio	on
Date Date	
Please email a copy of this Work Project Descriptior	to docclacontracts@doc1 wa gov

Please email a copy of this Work Project Description to <u>docclacontracts@doc1.wa.go</u> within two (2) calendar days after it is signed by both Parties. THANK-YOU.

ATTACHMENT B

CLASS IV PROJECT MATRIX Department of Corrections Work Projects & Gratuities

WORK PROJECT TITLE	HOURLY GRATUITY	WORK PROJECTS
LEVEL THREE PROJECT	S	
CUTTING FIREWOOD	\$1.50	Labor intensive. Arduous work, difficult terrain and all types of weather. Operating and maintaining tools and equipment such as chainsaws. Handling of fuel for motors. Heavy lifting of timber, logs, rocks, etc. is required.
NOXIOUS WEED REMOVAL	\$1.50	Small infestations may be eradicated mechanically, manually or with a pre-approved herbicide. Methods of mechanical control include pulling, hoeing, mowing, line trimmers, and tillage. Very effective for annual weeds but can be very expensive for large areas when done with hand labor. Hand labor methods are most often used for very small infestations, in environmentally sensitive areas or where difficult terrain or obstructions such as sign posts, guard rails and fences prevent the use of other equipment.
BRUSH CLEARING	\$1.50	Underbrush consists of low growing shrubs, bushes, wild grasses and weeds, examples include scotch broom & blackberries. Clearing brush may expose workers to poison oak, brambles, snakes or other natural hazards. Hand tools such as pruners, clippers, weed eaters and mowers may be used. Work is differentiated from other grounds work by use of heavier equipment including: "brush hogs".
CARPENTRY / CONSTRUCTION	\$1.50	Building, installing, and repairing structures, fixtures, furniture, and other items using different types of materials including wood and steel. Requires working with instructions and schematics from supervisors and utilizing hand and power tools.
STREAM ENHANCEMENT & RESTORATION	\$1.50	Benefits the environment and water quality. Requires use and maintenance of specialized tools and equipment like chainsaws. Requires specialized safety training for terrain and weather conditions, handling of fuel and placement of large rocks to keep stream banks from eroding. Work requires heavy lifting of timber, logs, rocks, etc.
FORKLIFT OPERATION	\$1.25	Forklift operators use machinery to transport various objects at work sites or warehouses, this position requires training and certification prior to independent operation. Due to the nature of the position in working with equipment, this position requires an increased awareness of the surrounding area for safety of persons and property.
WOOD CHIPPING	\$1.25	Workers haul limbs, trunks, branches, and a variety of wood debris to a wood chipper. Workers use the resulting chips in compost mixtures and for landscaping.
LEVEL TWO PROJECTS	1	1

BRIDGE CONSTRUCTION FOR TRAILS	\$1.25	Work is usually in parks and other natural areas where trails and bridges are in need of repair or upgrade. Terrain may be difficult. Work involves taking measurements, laying foundations, digging, building up ground, laying planks for treading and utilizing hand and power tools.
SALMON RESTORATION	\$1.25	Work is normally performed at a fish hatchery and in its ecosystem of pools, ponds, tanks, streams and the surrounding woods/forest environment. Clipping fins is a basic function and is utilized for marking the fish to indicate hatchery origin.
		Work such as brush clearing, stream restoration, introducing fish by-products into water sources to achieve nutrient enhancement.
TREE PLANTING	\$1.25	Workers transplant tree seedlings, generally for forestry, reclamation or to prevent streambank erosion. Workers carry sacks of seedlings, utilize hand tools and must navigate rough terrain.
TRAIL CONSTRUCTION	\$1.25	Workers use a variety of hand tools to restructure trails and pathways. Work may include trail drainage, surfacing with a variety of materials (i.e., stone, woodchips, boardwalk, etc.), replacing rails, footings, etc. and removing invasive vegetation or fallen trees from trails.
LITTER PICK-UP & RECYCLING	\$1.25	Some heavy lifting is involved (i.e., appliances, furniture, tires, etc.) as is risk from high traffic areas, ditches, sharps such as syringes, glass, metal, etc., waste products and snakes.
MECHANICAL	\$1.25	Work class is unique in that the individual possesses and uses the necessary skills to perform limited maintenance on mechanical equipment routinely used in the performance of regular duties.
SAND BAGGING	\$1.25	Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
CLEANING RETENTION PONDS	\$1.25	Crews use hand tools, such as rakes and nets, to remove unwanted vegetation and litter from ponds. Crews also dispose of the debris collected.
LEVEL ONE PROJECTS		
SANDING / SALTING	\$1.00	Crews spread sand and salt on slick/icy surfaces to prevent accidents. Lifting and carrying heavy bags, drums and containers is required. Shovels are used in large areas. Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
LANDSCAPING	\$1.00	Primarily for re-forestation. Developing or enhancing an area by adding trees, plants or other features. Use of hand and power tools is required. Worker knowledge, skill and experience are critical.
TRUCKS – LOAD/UNLOAD	\$1.00	Workers unload various trucks and pallets. Work requires the ability to work long hours on their feet while repetitively loading nd unloading boxes, bags, or misc. items. Work requires little specific training or direction.
GENERAL LABOR	\$1.00	Miscellaneous labor not otherwise categorized. Most tasks require no formal training.

ATTACHMENT C

Washington State Department of Corrections Statewide Safety Program

PROHIBITED WORK

May **NOT** Be Performed By Incarcerated Individuals (Workers)

- Work requiring the use of a respirator, the exception is a dust mask. Respirators are anything regulated by the National Institute for Occupational Safety and Health (NIOSH), such as an N-95 particle mask, half mask, full face, PAPR or a supplied air respirator.
- 2. Work involving explosives, including fireworks.
- 3. Work where there is exposure to X-ray or radioactive isotopes.
- 4. Work with electrical wires, performing electrical work, working with energized lines, or within 10 feet of an exposed and energized line.
- 5. Demolition or any other work where there is known or suspected asbestoscontaining material, i.e. boats, ships and buildings constructed before 1980.
- 6. Demolition of boats and ships or any structure which would require work in confined spaces.
- 7. Work on structures on or over water such as docks and piers.
- 8. Work requiring the use of hazardous chemicals, i.e. pesticides and herbicides, unless the local government-non-profit agency has certified to the Department that it is in compliance with RCW 49.17.280 and WAC 296-901.
- 9. Work at any location where there is known or suspected hazardous materials or environmental hazards, i.e. PCBs.
- 10. Work handling or picking up needles, razor blades, or other sharp objects.
- 11. Logging or timbering activities, with the exception of Department of Natural Resources work crews and supervised wood cutting/splitting.
- 12. Work in homeless encampments and/or tent cities, whether populated or not.
- 13. Workers will not be utilized for crowd control and moving individuals' personal properties

ATTACHMENT D

JOB SAFETY ANALYSIS (JSA) WORKSHEET

RECIPIENT:	DOC Matrix - Project Risk Level:				
RECIPIENT JSA Contact:	·	Phone:	E	mail:	
	DOC JSA Contact: Phone:			mail:	
DOC Matrix – Work Proj	ect Title:		Project	Date(s):	
Project Location(s):			Contrac		
ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE
SPECIAL EQUIPMENT TH			IECT.		
TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT		ER of SPECIAL EQUIP

2

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

RECIPIENT JSA Contact		Department JSA Contact		
SAMPLE – DO NOT S	SIGN	SAMPLE – DO NOT S	SIGN	
(Signature)	Date	(Signature)	Date	
(Printed Name)	Title	(Printed Name)	Title	

Instructions: Please use this form "as is" to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: "operating a table saw" would be an element and "installing a blade" and/or "ripping" would each be separate tasks

<u>Hazards</u>: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

<u>Examples of how injuries could occur</u>: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

<u>Personal Protective Equipment (PPE)</u>: Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) RECIPIENT Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager.

AGENDA ITEM NO. 14.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 12, 2023
SUBMITTED BY:	Public Works Services Manager Skip Knutsen, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Arizona State Purchasing Cooperative Agreement *
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to execute and sign the Arizona State Purchasing Cooperative Agreement.
SUMMARY:	The City's Fleet Services Division desires to enter into a cooperative purchasing agreement with the State of Arizona Procurement Office to establish eligibility to purchase materials and services from State contractors at the prices and terms available.
	Supply chain issues have dramatically impacted availability of fleet vehicles and equipment through existing cooperative agreements and state contracts.
	This agreement will provide for necessary procurement of Police Interceptor SUV's which are unavailable through the City's current cooperatives. Additionally, this agreement will be an expansion of State contracting resources to fulfill the City's fleet procurement needs.

ATTACHMENTS: ARIZONA_STATE_PURCHASING_COOPERATIVE_AGREEMENT.pdf

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR

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

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

State of Arizona Procurement Office

and

(Organization Name – Eligible Procurement Unit)

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

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

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

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

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

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

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

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

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

FOR THE STATE COOPERATIVE MEMBER: FOR THE STATE:

Signature:	Signature:
Name:	Authorized SPO Representative
Title:	Title:
Date:	Date:

State Cooperative Member Contact Information

Name of Organization:								
Name of Contact Person:	Qualification : (Click the appropriate Box in either the Political Subdivision or Non-Profit categories)							
	Political Subdivision: O Nor			Non-	-Profit Organization: O			
Title of Contact Person:		Federal Agency/Gov't		Educational Institution		Healthcare Institution		
Telephone of Contact Person:		State County		Tribal Nation Fire District		Religous Organization		
		City/Town		Water District		Charity		
Telephone of Office:		Public School		Other:		Other:		
E-mail address of Primary Contact Person:								
E-mail Address of Secondary Contact:								
(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)								
Physical Address:								
Mailing Address (if different from the physical address):								
Federal ID Tax Number:								

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