



MARYSVILLE

WASHINGTON

**CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 9, 2026 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Public Comment

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

1. February 23, 2026, City Council Meeting Minutes
[022326 Draft Minutes.pdf](#)

Consent

2. February 25, 2026, Payroll in the Amount of \$2,062,729.07 paid by EFT Transaction
Check numbers 152219 through 152596 and Check Numbers 36002 through 36011
3. February 25, 2026, Claims in the Amount of \$1,831,644.81 paid by EFT Transaction
Check Numbers 193069 through 193074 and Check Numbers 193068, 193075
through 193198 with Check Number 192037 Voided
[022526.rtf](#)

4. Mayor's Emergency Declaration Waiving Competitive Bidding
[Mayor's Emergency Declaration for Contract.docx](#)
5. Contract with Verde Sports Construction LLC in the amount of \$1,089,000.00 with a management reserve of \$108,900.00 for a total allocation of \$1,197,900.00.
[Verde Sports Construction Contract.pdf](#)

Review Bids

Public Hearings

New Business

6. Contract Ratification with FieldTurf USA, Inc. for the Strawberry Fields Turf – Field 3 Project to address Liquidated Damages Assessment
Recommended Motion: I move to ratify the agreement with FieldTurf USA, Inc executed by the Mayor on February 27, 2026, in the amount of \$1,861,344.62 and approve a management reserve of \$189,134.46 for a total allocation of \$2,047,479.08.
[P502 Fully Executed.pdf](#)
7. Gigi's Playhouse 5K Special Event Permit
Recommended Motion: I move to approve the Special Event Permit for Gigi's Playhouse 5K.
[SEP Application - Gigi's Playhouse 5k.pdf](#)
[Brochure - Gigi's Playhouse General Info.pdf](#)
[Event Route - Gigi's Playhouse 5K.pdf](#)
[Fire Review Comments - Gigi's Playhouse 5k Event.pdf](#)
8. 2026-2027 Collective Bargaining Agreement between City of Marysville & Teamsters Local #763
Recommended Motion: I move to authorize the Mayor to sign the 2026-2027 Collective Bargaining Agreement between the City of Marysville & Teamsters Local #763.
[City of Marysville 2026-2027 Final_.docx](#)
9. A **Resolution** Amending the Current Salary Grids for Teamster Represented Positions, Effective 1/1/2026
Recommended Motion: I move to adopt resolution No. _____.
[Resolution - Teamsters Salary Grid Update 3.9.26.docx](#)
10. 2026 Association of Washington Cities (AWC) Worker's Compensation Retro Program Participation Agreement
Recommended Motion: I move to authorize the Mayor to sign and execute the 2026 AWC Worker's Compensation Retro Program participation agreement.
[Marysville - Safety Alliance Agreement_2026.pdf](#)
11. Memorandum of Understanding Between the City of Marysville and the City of Arlington providing Polygraph Examination Services for the Arlington Police

Department.

Recommended Motion: I move to authorize the Mayor to sign the Memorandum of Understanding between the City of Marysville and the City of Arlington, providing polygraph examination services for the Arlington Police Department.

[Proposed Contract.pdf](#)

Legal

Mayor's Business

12. Consider Approval of the Reappointment of Patricia Dalrymple to the Civil Service Commission

[Dalrymple_Reappointment.pdf](#)

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Tina Brock, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: February 23, 2026, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[022326 Draft Minutes.pdf](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Draft Regular Meeting
Minutes**

February 23, 2026

Call to Order

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

Invocation

Pastor Luis Sanchez of Fellowship of Christian Athletes gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Information Systems Director Stephen Doherty, Parks, Culture & Recreation Director Tara Mizell, Assistant Police Chief Jim Lawless, Engineering Services Director Jeff Laycock, Finance Director Heide Brillantes, Senior Project Manager Bryan Milligan, IT Analyst Supervisor Will Kaiser, City Clerk Tina Brock

Approval of the Agenda

Motion to approve the agenda by Councilmember James and seconded by Councilmember Condyles.

AYES: ALL

Presentations

A. 2026 Washington State Legislative Session Update

Lobbyist Mike Snodgrass with Strategies 360 provide the update.

Public Comment

Connie Jackson, Lakewood, commented on Senate Bill 6069.

Samantha Signalness, 98270, commented on an HOA dispute regarding a strip of land.

Approval of Minutes

1. February 2, 2026, Work Session Minutes

02022026 WS.docx

Motion to approve moved by Council President Stevens and seconded by Councilmember Perkins.

AYES: ALL

2. February 9, 2026, City Council Meeting Minutes

CC 020926.docx

Motion to approve moved by Councilmember Richards and seconded by Councilmember Muller.

AYES: ALL

Consent

3. February 4, 2026, Claims in the Amount of \$923,523.97 paid by EFT Transaction Check Numbers 192779 through 192783 and Check Numbers 192784 through 192880 with Check Number 191837 Voided

020426.rtf

4. February 10, 2026, Payroll in the Amount of \$2,081,408.77 paid by EFT Transaction Check numbers 151832 through 152218 and Check Numbers 35990 through 36000
5. February 10, 2026, Misc Payroll in the Amount of \$0 Paid by Check Number 36001 with Check Number 152052 Voided.

6. February 11, 2026, Claims in the Amount of \$1,292,232.15 paid by EFT Transaction Check Numbers 192881 through 192883 and Check Numbers 192884 through 193061 with Check Number 192460 Voided

021126.rtf

Motion to approve Consent Agenda Items 3-6 moved by Councilmember Condyles and seconded by Councilmember Norton.

AYES: ALL

Review Bids

There were none.

Public Hearings

There were none.

New Business

7. [Project Acceptance for the 1049 State Avenue Addition Project](#)

Valdez - Letter Physical Completion.pdf

Senior Project Manager Bryan Milligan presented the item.

Motion to authorize the Mayor to accept the 1049 State Avenue Addition Project, starting the 60-day lien filing prior for project closeout moved by Councilmember Perkins and seconded by Councilmember James.

AYES: ALL

8. [Professional Services Agreement for Engineering and Design Services with Wilson Engineering for the Jennings Park Stormwater Facilities Design Project](#)

Wilson_Engineers_-_Executed_by_Contractor.pdf

Senior Project Manager Bryan Milligan presented the item.

Motion to authorize the Mayor to sign and execute the Professional Services Agreement with Wilson Engineering for the Jennings Park Stormwater Facilities Design Project total cost of \$663,785 after grant funding the City's portion is \$143,057 moved by Councilmember Richards and seconded by Councilmember Condyles.

AYES: ALL

9. [Annual Equitable Sharing Agreement and Certification with the U.S. Department of Justice](#)

DOJ Equitable Sharing Agreement and Certification.pdf

Finance Director Heide Brillantes presented the item. Police Assistant Chief Lawless answered operational questions.

Motion to authorize the Mayor to execute the annual Equitable Sharing Agreement and Certification with the U.S. Department of Justice allowing the City of Marysville Police Department to receive federal forfeiture funds for authorized law enforcement purposes moved by Councilmember Norton and seconded by Councilmember Perkins.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring made the following comments.

- He attended and briefly commented on the two Government Affairs meetings.
 - Marysville School District was on February 11th.
 - Tulalip Tribes meeting was on February 18th. They discussed 156th overcrossing and other items.
- Attended AWC Mayor's Exchange in Olympia on February 12th and had good conversations around a number of the items discussed during tonight's legislative update and the city's efforts. He was able to present on the city's Strategic Plan processes from a couple of years ago.
- He presented the State of the City to the Rotary last week, and the Marysville Business group will be this week.
- Last Tuesday, he and Councilmember Perkins attended an Arts Council meeting.

Staff Business

There were none.

Call on Councilmembers and Committee Reports

Councilmember Condyles attended two Government Affairs meetings. He reported on the meetings with the School District and Tulalip Tribes. He also attended and commented on the ribbon cutting for Well Loved Pages. He expressed his condolences to the Tulalip Tribes whose Historian, Lita Sheldon, passed away last week.

Councilmember James stated Councilmember Condyles covered all the points made at the two Government Affairs meetings. He attended and commented on the ribbon cutting for Well Loved Pages and the Valentine's Day dueling piano event at the Opera House.

Councilmember Perkins attended and commented on a Lake Stevens School District event.

Council President Stevens had no comments.

Councilmember Richards attended the Government Affairs meetings and had comments to add to Councilmember Condyles report regarding the meeting with the Tulalip Tribes.

Councilmember Muller had no comments.

Councilmember Norton reported on the February 17th Public Safety Committee meeting. They discussed the proposed legislation, which bills are a public safety concern, and which would be a good change. Crimes against property down by 30.1%, crimes against society down 26.4%, and crimes against persons down 25.4% with notable decrease in assaults. Security fencing in the jail will be done soon.

Adjournment/Recess

Motion to adjourn the meeting at 7:55 p.m. moved by Councilmember Muller and Richards.

AYES: ALL

Approved by City Council on _____.

Prepared by:

Tina Brock

Tina Brock, City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: Consent

SUBJECT: February 25, 2026, Payroll in the Amount of \$2,062,729.07 paid by EFT Transaction Check numbers 152219 through 152596 and Check Numbers 36002 through 36011

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: Consent

SUBJECT: February 25, 2026, Claims in the Amount of \$1,831,644.81 paid by EFT Transaction Check Numbers 193069 through 193074 and Check Numbers 193068, 193075 through 193198 with Check Number 192037 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[022526.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/25/2026 TO 2/25/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193068	TERRA DYNAMICS	CEDARCREST GOLF IRRIGATION		321,371.13
193069	ACH PREMIERA BLUE CROSS	CLAIMS PAID 2/8 TO 2/14/26	MEDICAL CLAIMS	64,558.21
	ACH PREMIERA BLUE CROSS	CLAIMS PAID 2/1 TO 2/7/26	MEDICAL CLAIMS	95,848.41
193070	ACH LICENSING, DEPT OF	DRIVING ABSTRACT - RAMIREZ	PERSONNEL ADMINISTRATION	15.00
193071	ACH LICENSING, DEPT OF	DRIVING ABSTRACT - MOSENBACH	PERSONNEL ADMINISTRATION	15.00
193072	ACH BENEFIT	MEDICAL PREMIUMS	MEDICAL CLAIMS	1,014.75
	ACH BENEFIT		VISION CLAIMS	1,281.64
	ACH BENEFIT		DENTAL W/ ORTHO	1,385.00
	ACH BENEFIT		DENTAL CLAIMS	3,573.30
	ACH BENEFIT		MEDICAL CLAIMS	19,665.83
	ACH BENEFIT		MEDICAL CLAIMS	107,016.60
193073	ACH REVENUE, DEPT OF	EXCISE TAXES JAN 2026	CITY CLERK	5.34
	ACH REVENUE, DEPT OF		POLICE ADMINISTRATION	45.44
	ACH REVENUE, DEPT OF		GENERAL FUND	59.22
	ACH REVENUE, DEPT OF		GOLF ADMINISTRATION	345.25
	ACH REVENUE, DEPT OF		GOLF COURSE	6,754.40
	ACH REVENUE, DEPT OF		STORM DRAINAGE	7,874.77
	ACH REVENUE, DEPT OF		UTIL ADMIN	26,287.02
	ACH REVENUE, DEPT OF		SOLID WASTE OPERATIONS	34,514.43
	ACH REVENUE, DEPT OF		UTIL ADMIN	40,908.17
193074	ACH PREMIERA BLUE CROSS	CLAIMS PAID 2/15 TO 2/21/26	MEDICAL CLAIMS	88,543.53
193075	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	228.00
193076	ALEXANDER PRINTING	BUSINESS CARDS	POLICE PATROL	90.69
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	90.69
193077	ALL BATTERY SALES	WINDSHIELD WASHER FLUID	SOLID WASTE OPERATIONS	60.00
193078	ALPHA COURIER INC	LAB COURIER	WASTE WATER TREATMENT	110.94
193079	AT&T MOBILITY LLC	PHONE	WASTE WATER TREATMENT	42.76
	AT&T MOBILITY LLC		ENGR-GENL	85.52
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	85.52
	AT&T MOBILITY LLC		RECREATION SERVICES	85.52
	AT&T MOBILITY LLC		COMMUNITY	128.28
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	128.28
	AT&T MOBILITY LLC		UTIL ADMIN	128.28
	AT&T MOBILITY LLC		GIS SERVICES IS	171.04
	AT&T MOBILITY LLC		FINANCE-GENL	171.04
	AT&T MOBILITY LLC		CITY CLERK	213.80
	AT&T MOBILITY LLC		MUNICIPAL COURTS	213.80
	AT&T MOBILITY LLC		LEGAL-GENL	213.80
	AT&T MOBILITY LLC		OFFICE OPERATIONS	299.32
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	420.76
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	470.36
	AT&T MOBILITY LLC		POLICE INVESTIGATION	598.64
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	598.64
	AT&T MOBILITY LLC		DETENTION & CORRECTION	769.68
	AT&T MOBILITY LLC		POLICE COMMUNITY	812.44
	AT&T MOBILITY LLC		COMPUTER SERVICES	926.78
	AT&T MOBILITY LLC		POLICE PATROL	3,420.80
193080	AUTOMATIC DOOR & GAT	DOOR KING PARTS	COMPUTER SERVICES	433.22
193081	BEARD, CHERRY	TEMPORARY CONSTRUCTION EASEMENT	GMA-PARKS	1,000.00
193082	BELLEME, JOSEPH	FARO INSIGHT FORENSIC WORKSHOP	POLICE INVESTIGATION	301.00
	BELLEME, JOSEPH	IACP SAFETY/WELLNESS CONFERENCE	POLICE INVESTIGATION	360.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2026 TO 2/25/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193082	BELLEME, JOSEPH	REIMBURSEMENT - CAR RENTAL	POLICE INVESTIGATION	424.42
193083	BICKFORD FORD	TPMS SENSOR/WIPER BLADES	ER&R	1,126.02
193084	BIG TREES INC	TREE INSTALLATION	STORM DRAINAGE	5,980.77
193085	BRAKE AND CLUTCH	SLACK ADJUSTERS/BEARINGS	ER&R	1,605.60
193086	BRANOM INSTRUMENT	UPS BATTERIES	WATER DIST MAINS	375.35
	BRANOM INSTRUMENT		PUMPING PLANT	375.36
	BRANOM INSTRUMENT		WATER RESERVOIRS	750.71
193087	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	828.00
193088	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
193089	CASCADE COLUMBIA	CONTAINER RETURN	WASTE WATER TREATMENT	-5,600.00
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	21,218.13
	CASCADE COLUMBIA		WASTE WATER TREATMENT	25,602.88
	CASCADE COLUMBIA		WASTE WATER TREATMENT	25,839.19
193090	CENTRAL WELDING SUPP	CREDIT FOR INV 0002598641	ER&R	-341.33
	CENTRAL WELDING SUPP		ER&R	-161.37
	CENTRAL WELDING SUPP	C02 TANK REFILLS	WATER/SEWER OPERATION	77.28
	CENTRAL WELDING SUPP	C02 TANK	WATER/SEWER OPERATION	323.34
	CENTRAL WELDING SUPP	RAIN PANTS	ER&R	570.44
	CENTRAL WELDING SUPP	GLOVES, EAR PLUGS, RAKES	ER&R	5,442.69
193091	CML SECURITY, LLC	JAIL RAILING #9/RETAINAGE	GENERAL FUND	-17,617.50
	CML SECURITY, LLC		DETENTION & CORRECTION	352,350.00
193092	COCKRELL & ASSOCIATE	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	2,419.50
	COCKRELL & ASSOCIATE		SURFACE WATER CAPITAL	2,947.52
193093	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.74
193094	CORE & MAIN LP	2 PORT HYDRANT UPGRADE	HYDRANTS	4,669.12
	CORE & MAIN LP		HYDRANTS	4,855.70
	CORE & MAIN LP		HYDRANTS	5,097.72
	CORE & MAIN LP		HYDRANTS	5,114.54
193095	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	9,684.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	9,926.20
193096	CORRECTIONS, DEPT OF	DOC WORK	PARK & RECREATION FAC	189.19
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	422.98
193097	COUNTRY SUPPLIER	UNIFORM - RASAR	ENGR-GENL	126.90
	COUNTRY SUPPLIER	UNIFORM - BOND	UTIL ADMIN	196.79
193098	CRYSTAL SPRINGS	WATER SERVICE	OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	150.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	150.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	207.77
	CRYSTAL SPRINGS		POLICE PATROL	300.00
193099	DAVISON ROOFING INC	REFUND - BUILDING PERMIT	INTERGOVERNMENTAL	4.55
	DAVISON ROOFING INC		NON-BUS LICENSES AND	166.60
193100	DELL	27" MONITORS	IS REPLACEMENT ACCOUNTS	1,504.95
193101	DESANTIS, ANNE	INTERPRETER SERVICE	COURTS	187.70
193102	DETROIT INDUSTRIAL T	DIAMOND BLADES	ROADWAY MAINTENANCE	1,676.59
193103	DICKS TOWING	TOWING 18323840	POLICE PATROL	126.36
	DICKS TOWING	TOWING 18324158	POLICE PATROL	126.36
	DICKS TOWING	TOWING 18324648	POLICE PATROL	126.36
	DICKS TOWING	TOWING 2026-4850	POLICE PATROL	126.36
193104	DMH INDUSTRIAL	BAND SCREEN MOTOR REBUILD	WASTE WATER TREATMENT	833.04
193105	DOBBS PETERBILT	CREDIT FOR INV 026P80390	ER&R	-49.24
	DOBBS PETERBILT	BRAKE VALVE	ER&R	346.10
	DOBBS PETERBILT	WINDOW REGULATOR	ER&R	398.20

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193106	DUNLAP INDUSTRIAL	CABLE	ROADSIDE VEGETATION	59.52
	DUNLAP INDUSTRIAL	HOLESAW BITS	WATER SERVICE INSTALL	176.22
	DUNLAP INDUSTRIAL	PRESSURE WASHER GUNS	SIDEWALK MAINTENANCE	209.93
193107	E&E LUMBER	GRAFFITI	ROADSIDE VEGETATION	57.28
	E&E LUMBER	SIDEWALK REPAIRS	SIDEWALK MAINTENANCE	58.89
	E&E LUMBER	SHOP IMPROVEMENT/CLEAN UP	WASTE WATER TREATMENT	87.38
	E&E LUMBER	HOLESAW BITS	WATER SERVICE INSTALL	100.17
	E&E LUMBER	PAINT FOR GRAFFITI CLEAN UP	POLICE COMMUNITY	128.50
	E&E LUMBER	SIDEWALK REPAIRS	SIDEWALK MAINTENANCE	152.20
193108	EAGLE FENCE	FENCE & GATE REPAIRS	PARK & RECREATION FAC	2,461.50
	EAGLE FENCE		PARK & RECREATION FAC	2,461.50
193109	ECOLOGY, DEPT. OF	NPDES PERMIT FEE	UTIL ADMIN	43,220.00
193110	ELLIS, BRANDY	REIMBURSEMENT - MILEAGE	GMA-PARKS	29.80
193111	ENTERPRISE FM TRUST	LEASE CHARGES	EQUIPMENT RENTAL	24,176.18
193112	ENTERPRISE RENTAL	RENTAL CAR - MAPLES	POLICE PATROL	425.04
193113	ENVIRO-CLEAN EQUIP	WIRING HARNESS	ER&R	640.10
193114	EVERETT TIRE & AUTO	TIRES	ER&R	2,893.44
193115	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	460.80
	EVERETT, CITY OF		WASTE WATER TREATMENT	678.60
	EVERETT, CITY OF	SHELTER FEE/CARE	POLICE COMMUNITY	775.00
193116	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI-LEEDA MEMBERSHIP DUES	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	795.00
193117	FOREMOST PROMOTIONS	STICKERS	CRIME PREVENTION	397.12
193118	GALLS, LLC	UNIFORM SUPPLIES - PATROL	POLICE PATROL	29.54
	GALLS, LLC		POLICE PATROL	38.10
	GALLS, LLC		POLICE PATROL	436.51
	GALLS, LLC		POLICE PATROL	1,922.62
193119	GENOPTIC SMART	LICENSE RENEWAL	RECREATION SERVICES	549.00
193120	GOVCONNECTION INC	FX-890II NT IMPACT PRINTER	IS REPLACEMENT ACCOUNTS	675.84
	GOVCONNECTION INC	FUJITSU SCANNERS	COMPUTER SERVICES	2,351.68
	GOVCONNECTION INC	IPADS, SURFACE PROS	IS REPLACEMENT ACCOUNTS	9,104.18
193121	GRAINGER	ABSORBENT PADS	ER&R	43.55
	GRAINGER	GLOVES	ER&R	957.31
	GRAINGER	GLOVES, TAPE, HOSES, PADS	ER&R	1,266.33
	GRAINGER	SAND FILTER SUPPLIES	WASTE WATER TREATMENT	1,708.97
193122	GRANITE CONST	ASPHALT PATCHES	ROADWAY MAINTENANCE	358.71
193123	HD FOWLER COMPANY	1" METER BOX LIDS	WATER SERVICE INSTALL	303.43
	HD FOWLER COMPANY	1" METER BOXES	WATER SERVICE INSTALL	595.79

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FOR INVOICES FROM 2/25/2026 TO 2/25/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193123	HD FOWLER COMPANY	SERVICE TAP PARTS	WATER SERVICE INSTALL	1,286.87
	HD FOWLER COMPANY	BRASS FITTINGS, GASKETS	WATER/SEWER OPERATION	1,647.45
	HD FOWLER COMPANY	METER RESETTERS	WATER/SEWER OPERATION	4,220.05
193124	HD SUPPLY	LAUNDRY DETERGENT	MAINT OF GENL PLANT	106.04
	HD SUPPLY	RAKES, SPRAY, PAPER TOWELS	ER&R	203.85
	HD SUPPLY	LAUNDRY DETERGENT	ER&R	294.42
	HD SUPPLY	FIRST AID KITS	ER&R	366.49
	HD SUPPLY	BLOODBORNE PATHOGENS KIT	ER&R	613.73
	HD SUPPLY	BENCH DUSTER, WYPALLS	ER&R	626.34
	HD SUPPLY	GLOVES, FIRST AID KITS, BBP KITS	ER&R	723.57
193125	HERNANDEZ, RUBEN	INSTRUCTOR PAYMENT	RECREATION SERVICES	531.00
193126	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	187.50
193127	ICONIX WATERWORKS	BRASS WATER SERVICE PARTS	WATER/SEWER OPERATION	5,315.53
193128	INTERMOUNTAIN LOCK	PADLOCK	ER&R	229.47
193129	IRON MOUNTAIN	ROCK HAULED	WATER SERVICE INSTALL	1,149.82
	IRON MOUNTAIN		SEWER MAIN COLLECTION	1,149.82
	IRON MOUNTAIN		ROADWAY MAINTENANCE	1,149.83
193130	J. THAYER COMPANY	OFFICE SUPPLIES	UTIL ADMIN	50.50
193131	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		UTILITY BILLING	32.85
	J2 CLOUD SERVICES		CITY CLERK	32.85
	J2 CLOUD SERVICES		COMMUNITY	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	32.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	32.85
	J2 CLOUD SERVICES		RECREATION SERVICES	32.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	32.85
	J2 CLOUD SERVICES		MUNICIPAL COURTS	32.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	32.85
	J2 CLOUD SERVICES		PROBATION	32.85
	J2 CLOUD SERVICES		FINANCE-GENL	32.85
	J2 CLOUD SERVICES		UTIL ADMIN	32.85
	J2 CLOUD SERVICES		ENGR-GENL	32.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	32.85
	J2 CLOUD SERVICES		WATER DIST MAINS	32.86
	J2 CLOUD SERVICES		COMPUTER SERVICES	32.88
	J2 CLOUD SERVICES		OFFICE OPERATIONS	65.70
	J2 CLOUD SERVICES		MUNICIPAL COURTS	98.56
193132	JALILI, BIJAN	PROFESSIONAL SERVICE	MUNICIPAL COURTS	185.00
193133	KINDLER, RUSSELL	INSTRUCTOR PAYMENT	RECREATION SERVICES	306.60
193134	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	13,730.00
193135	LAKESIDE INDUSTRIES	ASPHALT PATCHES	ROADWAY MAINTENANCE	345.00
193136	LAKEWOOD SCHOOL DIST	BASKETBALL RENTALS	RECREATION SERVICES	312.00
193137	LASTING IMPRESSIONS	HOODIES, T-SHIRTS	ER&R	1,880.60
	LASTING IMPRESSIONS	BASKETBALL T-SHIRT	RECREATION SERVICES	4,636.75
193138	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	227.23
193139	LUNA, EZEKIEL	REIMBURSEMENT - UNIFORM	CUSTODIAL SERVICES	244.70
193140	MAPLES, JAMES	LEDA DRONE CONFERENCE	POLICE PATROL	252.00
193141	MARYSVILLE FIRE	EMERGENCY TRANSPORT	DETENTION & CORRECTION	1,069.94

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2026 TO 2/25/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193142	MARYSVILLE ROTARY	MPD ADMIN DUES	POLICE ADMINISTRATION	540.09
193143	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	7.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	84.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	104.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	140.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	156.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	161.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	164.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	189.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	221.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	252.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	712.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	712.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	952.00
	MARYSVILLE SCHOOL	JAN 2026 BASKETBALL	RECREATION SERVICES	952.00
193144	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	135.59
	MARYSVILLE, CITY OF	6915 ARMAR RD MTR 1	PARK & RECREATION FAC	159.42
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	178.61
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	330.36
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,988.57
193145	NAPA AUTO PARTS	WIPER BLADES	ER&R	30.11
	NAPA AUTO PARTS		ER&R	180.64
	NAPA AUTO PARTS	FILTERS, LENSES	ER&R	842.07
193146	NCSI	BACKGROUND SCREENINGS	PERSONNEL ADMINISTRATION	74.00
	NCSI	BACKGROUND SCREENINGS	PERSONNEL ADMINISTRATION	296.00
193147	NEARMAP	GIS NEARMAP SUBSCRIPTION	GIS SERVICES IS	19,000.65
193148	NORTH CENTRAL LAB	LAB CHEMICALS	WATER/SEWER OPERATION	-34.06
	NORTH CENTRAL LAB		WASTE WATER TREATMENT	396.42
193149	NORTH COAST ELECTRIC	ROCKWELL AUTOMATION RENEWAL	COMPUTER SERVICES	14,554.08
193150	OCCUPATIONAL HEALTH	CDL EXAMS	PARK & RECREATION FAC	141.00
	OCCUPATIONAL HEALTH	VACCINATION, EXAMS	PERSONNEL ADMINISTRATION	171.00
	OCCUPATIONAL HEALTH		PERSONNEL ADMINISTRATION	171.00
	OCCUPATIONAL HEALTH	CDL EXAMS	UTIL ADMIN	282.00
	OCCUPATIONAL HEALTH	VACCINATION, EXAMS	POLICE ADMINISTRATION	1,402.00
193151	OREILLY AUTO PARTS	HYDRAULIC FILTERS	ER&R	366.93
193152	PACIFIC TOPSOIL	BRUSH REMOVAL	ROADSIDE VEGETATION	148.20
193153	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF ADMINISTRATION	2.19
	PGC INTERBAY LLC		GOLF ADMINISTRATION	170.85
	PGC INTERBAY LLC		MAINTENANCE	174.72
	PGC INTERBAY LLC		MAINTENANCE	200.59
	PGC INTERBAY LLC		MAINTENANCE	334.62
	PGC INTERBAY LLC		PRO-SHOP	507.53
	PGC INTERBAY LLC		GOLF COURSE	587.10
	PGC INTERBAY LLC		MAINTENANCE	594.00
	PGC INTERBAY LLC		PRO-SHOP	705.63
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,070.24
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,309.00
	PGC INTERBAY LLC		MAINTENANCE	1,516.94
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,671.17
	PGC INTERBAY LLC		MAINTENANCE	11,353.88
193154	POSTAL SERVICE	PERMIT #80 - STANDARD MAIL	RECREATION SERVICES	8,689.54

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193155	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	133.00
193156	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	11,306.89
193157	PRODUCT AIR HEATING	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	119.00
193158	PROFORCE LAW	FIREARMS	POLICE TRAINING-FIREARMS	91,865.15
193159	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	30.00
193160	PROVIDENCE EVERETT M	INMATE ER CARE	DETENTION & CORRECTION	16.50
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	620.24
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	5,355.73
	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	7,041.28
193161	PUD	ACCT #205136245	SEWER LIFT STATION	26.60
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	52.37
	PUD	ACCT #202461034	UTIL ADMIN	55.70
	PUD	ACCT #202011813	PUMPING PLANT	61.43
	PUD	ACCT #202524690	PUMPING PLANT	68.80
	PUD	ACCT #201065281	PARK & RECREATION FAC	75.94
	PUD	ACCT #202461026	MAINT OF GENL PLANT	77.09
	PUD	ACCT #202794657	TRANSPORTATION	81.09
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	89.70
	PUD	ACCT #203199732	TRANSPORTATION	90.10
	PUD	ACCT #202288585	TRANSPORTATION	90.76
	PUD	ACCT #203430897	STREET LIGHTING	92.16
	PUD	ACCT #223514563	TRANSPORTATION	98.23
	PUD	ACCT #202368544	TRANSPORTATION	107.47
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	109.34
	PUD	ACCT #223735101	STREET LIGHTING	116.22
	PUD	ACCT #223154923	STREET LIGHTING	119.48
	PUD	ACCT #223764663	SEWER LIFT STATION	121.62
	PUD	ACCT # 222772634	TRANSPORTATION	126.94
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	158.04
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	164.62
	PUD	ACCT #205419765	NON-DEPARTMENTAL	190.80
	PUD	ACCT #202368551	PARK & RECREATION FAC	216.21
	PUD	ACCT #201247699	STREET LIGHTING	274.75
	PUD	ACCT #222025900	PUMPING PLANT	281.57
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	291.19
	PUD	ACCT #200625382	SEWER LIFT STATION	364.59
	PUD	ACCT #220824148	WASTE WATER TREATMENT	394.18
	PUD	ACCT #201021698	PARK & RECREATION FAC	490.91
	PUD	ACCT #202177333	MAINT OF GENL PLANT	936.65
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,723.12
193162	PUD	DEERING WILDFLOWER PARK	PARK & RECREATION FAC	151.61
193163	QUADIENT FINANCE USA	POSTAGE MACHINE	COMPUTER SERVICES	2.79
	QUADIENT FINANCE USA		EXECUTIVE ADMIN	4.63
	QUADIENT FINANCE USA		PERSONNEL ADMINISTRATION	12.59
	QUADIENT FINANCE USA		PARK & RECREATION FAC	17.37
	QUADIENT FINANCE USA		LEGAL-GENL	44.37
	QUADIENT FINANCE USA		COMMUNITY	51.65
	QUADIENT FINANCE USA		UTILITY BILLING	107.10
	QUADIENT FINANCE USA		UTIL ADMIN	336.63
	QUADIENT FINANCE USA		POLICE ADMINISTRATION	398.36
	QUADIENT FINANCE USA		FINANCE-GENL	610.60
	QUADIENT FINANCE USA		MUNICIPAL COURTS	2,413.91

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/25/2026 TO 2/25/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193164	REDWOOD TOXICOLOGY	UA TESTING	PROBATION	8.64
193165	REECE TRUCKING	SIDEWALK REPAIRS	SIDEWALK MAINTENANCE	22.88
	REECE TRUCKING	SIDEWALK REPAIR	SIDEWALK MAINTENANCE	40.80
	REECE TRUCKING	TOPSOIL	HYDRANTS	52.46
	REECE TRUCKING	SIDEWALK REPAIRS	SIDEWALK MAINTENANCE	52.48
193166	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER DIST MAINS	2,909.27
193167	ROBERTS, JOHN	REFUND - CROCHET	PARKS-RECREATION	20.00
193168	RWC INTERNATIONAL	FILTERS	ER&R	251.97
193169	SCORE	VIRTUAL COURT FEE	DETENTION & CORRECTION	150.00
193170	SHI INTERNATIONAL	ADOBE PRO LICENSES	COMPUTER SERVICES	152.74
193171	SMARSH INC	TEX MESSAGE ARCHIVING	COMMUNITY	7.85
	SMARSH INC		YOUTH SERVICES	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		CITY CLERK	15.70
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70
	SMARSH INC		SEWER MAIN COLLECTION	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		POLICE COMMUNITY	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		GIS SERVICES IS	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		POLICE COMMUNITY	47.10
	SMARSH INC		PARK & RECREATION FAC	47.10
	SMARSH INC		WATER QUAL TREATMENT	54.95
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		GENERAL	102.05
	SMARSH INC		POLICE INVESTIGATION	109.90
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		EXECUTIVE ADMIN	117.75
	SMARSH INC		POLICE ADMINISTRATION	117.75
	SMARSH INC		WASTE WATER TREATMENT	117.75
	SMARSH INC		SOLID WASTE CUSTOMER	133.45
	SMARSH INC		UTIL ADMIN	149.15
	SMARSH INC		ENGR-GENL	188.40
	SMARSH INC		COMPUTER SERVICES	412.43
	SMARSH INC		POLICE PATROL	541.65
193172	SNO CO AUDITOR	RECORDING OF RCE - LARSON	GMA-PARKS	308.50
	SNO CO AUDITOR	RECORDING OF TCE - CHRISTOFFERSON	GMA-PARKS	308.50
193173	SNO CO AUDITOR	COST OF VOTER REGISTRATION	FINANCIAL & RECORDS	106,641.54
193174	SNO CO TREASURER	INMATE HOUSING COSTS - JAN 26	DETENTION & CORRECTION	23,289.84
193175	SNOHOMISH COUNTY, WA	VAULT PRIVY ANNUAL MONITORING	PARK & RECREATION FAC	235.00

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193176	SOLID WASTE SYSTEMS	AIR FILTERS	ER&R	168.65
193177	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	90.13
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	90.14
	SPRAGUE PEST SOLUTION	PEST CONTROL SERVICE	PARK & RECREATION FAC	136.75
193178	SPRINGBROOK NURSERY	HAULING ROCK MATERIAL	SEWER MAIN COLLECTION	453.00
	SPRINGBROOK NURSERY		WATER SERVICE INSTALL	453.00
	SPRINGBROOK NURSERY		ROADWAY MAINTENANCE	454.00
193179	STANWOOD REDI-MIX	SIDEWALK REPAIRS	SIDEWALK MAINTENANCE	2,049.60
193180	STAPLES	PATROL SUPPLIES	POLICE PATROL	95.12
193181	SUN BADGE CO	CPL DETECTIVE BADGES	GENERAL FUND	-39.60
	SUN BADGE CO		POLICE INVESTIGATION	460.85
193182	SUNBELT RENTALS	STUMP GRINDER RENTAL	SIDEWALK MAINTENANCE	303.34
193183	SUPERIOR RESTROOMS	PORTABLE RESTROOM SERVICE	WATER DIST MAINS	71.11
193184	TAYLOR, DANIEL	BASKETBALL REFEREES	RECREATION SERVICES	850.00
193185	TRILOGY MEDWASTE	WASTE DISPOSAL	STORM DRAINAGE	111.79
193186	TRUE NORTH EQUIPMENT	TRACK ROLLER/CYLINDERS	ER&R	2,847.35
193187	USA BLUEBOOK	LAB SUPPLIES	WASTE WATER TREATMENT	469.75
193188	USDA-APHIS-WILDLIFE	PROGRAM SUPPORT	STORM DRAINAGE	98.38
	USDA-APHIS-WILDLIFE	PERSONNEL COMPENSATION/SUPPORT	STORM DRAINAGE	357.29
	USDA-APHIS-WILDLIFE	PROGRAM SUPPORT/COMPENSATION	STORM DRAINAGE	893.21
193189	VERIZON	WIRELESS SERVICE	POLICE PATROL	21.02
	VERIZON		PURCHASING/CENTRAL	30.70
	VERIZON		COMMUNITY	39.07
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		PARK & RECREATION FAC	60.03
	VERIZON		FINANCE-GENL	78.14
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	85.43
	VERIZON	WIRELESS SERVICE	EQUIPMENT RENTAL	99.50
	VERIZON		POLICE COMMUNITY	140.05
	VERIZON		WATER QUAL TREATMENT	158.04
	VERIZON		EXECUTIVE ADMIN	195.24
	VERIZON		MUNICIPAL COURTS	195.35
	VERIZON		LEGAL - PROSECUTION	273.49
	VERIZON		FACILITY MAINTENANCE	333.58
	VERIZON		SEWER MAIN COLLECTION	341.10
	VERIZON		POLICE ADMINISTRATION	396.34
	VERIZON		COMPUTER SERVICES	422.04
	VERIZON		WATER SUPPLY MAINS	520.23
	VERIZON		SOLID WASTE CUSTOMER	574.07
	VERIZON		STORM DRAINAGE	884.20
	VERIZON		RECREATION SERVICES	1,003.47
	VERIZON		GENERAL	1,042.48
	VERIZON		ENGR-GENL	1,621.95
	VERIZON		UTIL ADMIN	2,217.54
193190	VERSATERM	BLUE TEAM RENEWAL	COMPUTER SERVICES	2,389.09
193191	VERUS NORTHWEST	SCADA SUPPORT	UTIL ADMIN	1,366.13
193192	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
193193	WA WILDLIFE & REC	2026 ANNUAL WWRC MEMBERSHIP	PARK & RECREATION FAC	1,650.00
193194	WASTE MANAGEMENT	SOLID WASTE SERVICES	WASTE WATER TREATMENT	7,468.77
193195	WHISTLE WORKWEAR	CREDIT FOR #INV2010021801	GENERAL	-460.99
	WHISTLE WORKWEAR	UNIFORM - BARTLETT	GENERAL	207.73
	WHISTLE WORKWEAR	UNIFORM - MUNRO	GENERAL	212.77

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
193195	WHISTLE WORKWEAR	UNIFORM - MUNRO	GENERAL	232.44
	WHISTLE WORKWEAR	UNIFORM - BARTLETT	GENERAL	250.00
	WHISTLE WORKWEAR	UNIFORM - MUNRO	GENERAL	460.99
193196	WHITE CAP	SIDEWALK REPAIRS	SIDEWALK MAINTENANCE	134.47
	WHITE CAP	BOTTLED WATER	MAINT OF GENL PLANT	891.39
193197	WISEMAN, GARRETT	CWU, WSU RECRUITING TRIP	POLICE TRAINING-FIREARMS	170.00
	WISEMAN, GARRETT	MANAGING FTO UNIT	POLICE TRAINING-FIREARMS	230.00
193198	ZIPLY FIBER	ACCT #3601971148 TWIN LAKES	PARK & RECREATION FAC	550.00

WARRANT TOTAL: 1,832,096.68

CHICAGO TITLE INSURANCE CO	192037	INITIATOR ERROR	VOID	451.87
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REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,831,644.81



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Mayor's Business

AGENDA SECTION: Consent

SUBJECT: Mayor's Emergency Declaration Waiving Competitive Bidding

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[Mayor's Emergency Declaration for Contract.docx](#)



MARYSVILLE
MAYOR JON NEHRING

MEMORADUM

Date: March 6, 2026

DECLARATION OF EMERGENCY SITUATION

WHEREAS, during the fall and winter of 2025-26, work was performed on the irrigation system at the City's Cedarcrest Golf Course; and

WHEREAS, this work has rendered the irrigation system for holes 8 and 9 inoperable; and

WHEREAS, the City terminated the contract with the contractor who performed this work on February 6, 2026; and

WHEREAS, irrigation is necessary to maintain turf and to keep the course in a condition for play; and

WHEREAS, the golf course cannot function and be open for the golfing public unless the irrigation system is repaired; and

WHEREAS, additionally, due to the irrigation work, the appearance and condition of the course is not attractive to golfers and is likely to result in golfers choosing not to play at Cedarcrest; and

WHEREAS, this will result in lost revenue and potentially golfers who choose not to play will not return to Cedarcrest resulting in additional lost future revenues; and

WHEREAS, this condition is not sustainable and presents a real, immediate threat to the proper performance of an important recreational and proprietary municipal function and will likely result in material loss or damage to property if immediate action is not taken; and

WHEREAS, competitive bidding for a permanent replacement of the failed irrigation system could take weeks or even months, and such a delay will result in permanent damage to turf and prevent golf play on at least holes 8 and 9 resulting in loss of revenue, loss of golf patrons, and loss of a recreational opportunity in the city; and

WHEREAS, the initial contract for replacement of the irrigation system did not attract any competitive bids and consequently the city was required to engage in direct negotiations as authorized by RCW 35.23.352, further indicating that competitive bidding is likely to be unsuccessful.

NOW, THEREFORE, I, Jon Nehring, Mayor of the City of Marysville, as a result of the above-noted situation, and under RCW 39.04.280(2)(b), have found that an emergency situation exists and therefore have waived competitive bidding requirements for emergency repairs and/or replacement of the irrigation system on holes 8 and 9 and related work at Cedarcrest Golf Course in order to restore a proper performance of the City's golf course, and have authorized City staff to solicit and award the contracts necessary to effectuate such repairs.

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

DATED: _____

Jon Nehring, Mayor
City of Marysville



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Agreement

AGENDA SECTION: Consent

SUBJECT: Contract with Verde Sports Construction LLC in the amount of \$1,089,000.00 with a management reserve of \$108,900.00 for a total allocation of \$1,197,900.00.

SUGGESTED ACTION:

SUMMARY: This contract is for emergency repairs to the irrigation system at Cedarcrest Golf Course and restoration the turf. Work will start on or about March 18th and will be completed within 90 days in order to ensure an operational irrigation system before summer and tournament play season.

ATTACHMENTS:
[Verde Sports Construction Contract.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 Verde Sports Construction, LLC, a foreign limited liability corporation, doing business at 115 2nd ST, 1535, Langley, WA, 98260-1962 (the “Contractor”).

WHEREAS, the City desires to repair the irrigation system on holes 8 and 9 at the Cedarcrest Golf Course and complete related work; and

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

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

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

1. Scope of Work—the Project.

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

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or another applicable provision of the Contract. The Project shall be completed no later than 90 working days following Notice to Proceed.

3. Commencement of Work.

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

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

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

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

4. Payment for Project.

a. Compensation and Method of Payment. The lump sum/total itemized amount of the Contract is ONE MILLION EIGHTY-NINE THOUSAND AND NO/100 (\$1,089,000.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, sales and use taxes, profit, subcontractors, consultants, professional services, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated March 4, 2026. The basis for final payment will be the actual amount of work performed and payments, whether partial or final, will be made according to the Contract Documents.

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

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

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

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

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

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

5. Changes.

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

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

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

6. Bonding and Retainage.

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

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

7. Termination of Contract.

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

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

8. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related

benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

9. Prevailing Wages.

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

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

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

10. Contractor’s Risk of Loss.

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

11. Indemnification and Hold Harmless.

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

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

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

_____ (City Initials) _____ (Contractor Initials)

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

12. Insurance.

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

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

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

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with

respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

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

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

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

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

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

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

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

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

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

13. Additional Responsibilities of the Contractor.

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

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

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

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects,

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

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

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

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

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

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

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

14. City Ownership of Work Products.

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

15. Assignment and Subcontractors.

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

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

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

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

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

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

16. Notices and Contract Representatives.

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

This Contract shall be administered for the City by the City's Contract Representative, Jennifer Stapleton, and shall be administered for the Contractor by the Contractor's Contract Representative, Josh Peters. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jennifer Stapleton, City Administrator
City of Marysville
501 Delta Ave.

Marysville, WA 98270

To Contractor: Josh Peters, Managing Partner
Verde Sports Construction, LLC
115 2nd Street, #1535
Langley, WA 98260

17. Debarment.

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

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

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

20. Non-Waiver.

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

21. Survival.

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

22. Third Parties.

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

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

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

27. Counterparts.

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

DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

VERDE SPORTS CONSTRUCTION, LLC

By: _____

Josh Peters, Managing Partner

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work



Cedar Crest Golf Course
 6810 84th St NE
 Marysville, WA 98270

3.4.26

RE: Two holes of new irrigation, cleanup and sod

	Bid	Unit	Quantity	SUBTOTAL
Mobilization and General Conditions				
1 Mobilization	\$75,000.00	EA	1	\$75,000.00
2 General Conditions	\$155,000.00	EA	1	\$155,000.00
SUBTOTAL				\$230,000.00
Mainline work				
1 Install new mainline & all wiring using existing materials on site				
2 Repair well line				
3 Run new lateral control wire and power wires to the irrigation satellites				
SUBTOTAL				\$395,000.00
Head piping and wiring				
1 Remove installed heads and cap at base				
2 Install new lateral lines and wire utilizing a vibratory plow				
3 Install new heads				
SUBTOTAL				\$368,000.00
Cleanup, course repair, sod and cart path repairs				
1 Cut and patch cart paths from irrigation pipe crossings on Holes 8, and 9				
2 Roll both holes for minor damage repairs				
3 Strip grass and prep for sod of damaged areas				
4 Sod damaged areas (excludes bags from lake dredge)				
5 Haul away pipe waste, damaged materials and trash				
SUBTOTAL				\$96,000.00
TOTAL				\$1,089,000.00

Conditions/Inclusions/Exclusions:

Contractor not responsible for any unmarked utilities.
 Assumes organic materials disposed nearby without burial or long hauls.
 Assumes utilizing materials of existing materials lists.
 All materials are to be furnished by Owner.

Prices are quoted for 30 days
 Payment will be due upon receipt of invoice
 over 15 days a Late Fee of 1.5% per month will be applied
 to any unpaid balance.

Josh Peters
 Managing Partner
 Verde Sports Construction
 115 2nd Street #1535
 Langley, WA 98260
 214-906-5529

Approved By: _____

Title: _____

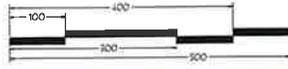
Date: _____

Cedar Crest Golf Course

Updated Plot March 3, 2026

Legend:

- Full Heads 
- Part Circle Heads 
- Lateral Isolation Valve 
- Main Line Gate Valve 
- Quick Coupler 
- Satellite Field Controller 
- Air Relief Valve 



Repair Work Limits



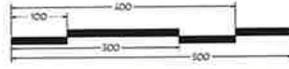
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Cedar Crest Golf Course

Updated Plot March 3, 2026

Legend:

- Full Heads ○
- Part Circle Heads ●
- Lateral Isolation Valve 
- Main Line Gate Valve 
- Quick Coupler ●_{QC}
- Satellite Field Controller 
- Air Relief Valve 



Repair Work Limits



GOLF AS-BUILT DESIGN
 CONSULTING & DESIGN FOR CONSTRUCTION
 Tom Brubaker
 1547 East Fort Road
 Park City, Utah 84098
 Tel: 801.537.9023
 Email: As-Built@GMA.com



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Nick Loutsis, Engineering Services

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Contract Ratification with FieldTurf USA, Inc. for the Strawberry Fields Turf – Field 3 Project to address Liquidated Damages Assessment

SUGGESTED ACTION: Recommended Motion: I move to ratify the agreement with FieldTurf USA, Inc executed by the Mayor on February 27, 2026, in the amount of \$1,861,344.62 and approve a management reserve of \$189,134.46 for a total allocation of \$2,047,479.08.

SUMMARY:

The parties inadvertently included in the original contract a liquidated damage rate consistent with recent updates to the Washington Department of Transportation Standard Specifications, whereas the intent had been for the liquidated damage rate to match the terms of the previous Strawberry Fields Turf Field 2 contract from 2023. Liquidated damages are a specific, pre-agreed amount of money stipulated in the contract to be paid by the contractor, in the event they exceed the number of working days to achieve physical completion.

The method of calculating liquidated damages is based on a percentage of the contract amount divided by the number of working days. In this case, the contract awarded by Council on February, 9, 2026 utilized a rate of fifteen percent (15%) which results in a daily liquidated damage assessed at \$4,362.52. The revised contract, as signed and executed by the Mayor, utilized a rate of ten percent (10%), which results in a daily liquidated damage assessed at \$2,908.35.

Field Turf, Inc. started construction on March 2, 2026 and their scheduled completion is near the end of May. As such, this schedule will result in completion of the project within the number of working days per the contract, and therefore liquidated damages are not anticipated. Council is requested to ratify the Mayor's execution of the revised contract.

ATTACHMENTS:

[P502 Fully Executed.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 FieldTurf USA, Inc., a corporation, organized under the laws of the state of Washington, located and doing business at 175 N. Industrial Blvd., N.E., Calhoun, GA 30701 (the “Contractor”).

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, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Strawberry Fields Turf Field 3, P2502 Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than 64 working days of the effective date of the Notice to Proceed.

3. Commencement of Work.

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

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.

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

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

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Million Eight Hundred and Sixty One Thousand Three Hundred and Fourty Four Dollars and Sixty Two Cents (\$1,861,344.62) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

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

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

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the

requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

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

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

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

5. Time is of the Essence/Liquidated Damages.

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 the Liquidated Damages Formula below and incorporated herein by this reference. 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.

Liquidated Damages Formula:

$$LD = \frac{0.10 \times C}{T}$$

Where:

- LD = liquidated damages per working day (rounded to the nearest dollar)
- C = original Contract amount
- T = original time for Physical Completion

6. Changes.

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

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

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

7. Bonding and Retainage.

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

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

8. Termination of Contract.

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

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

9. Contractor's Status as Independent Contractor.

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

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and

Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

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

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

11. Contractor’s Risk of Loss.

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

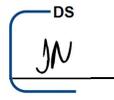
12. Indemnification and Hold Harmless.

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 RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

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

acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

 (City Initials)  (Contractor Initials)

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

13. Insurance.

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

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

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

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

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

iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.
- h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- i. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.
- k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining

the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

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

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

14. Additional Responsibilities of the Contractor.

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

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

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

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

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

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

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

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

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

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

15. City Ownership of Work Products.

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

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. Notices and Contract Representatives.

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

This Contract shall be administered for the City by the City’s Contract Representative, Nick Loutsis, P.E., and shall be administered for the Contractor by the Contractor’s Contract Representative, Chandler Wright. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Nick Loutsis, P.E., Project Engineer
City of Marysville
501 Delta Ave
Marysville, WA 98270

To Contractor: Chandler Wright
19600 SW 129th Avenue Suite A
Tualatin Oregon 97062, USA
Chandler.Wright@fieldturf.com

18. Conflict and Severability.

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

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

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

19. Integration, Supersession, and Modification.

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

20. Non-Waiver.

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

21. Survival.

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

22. Third Parties.

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

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

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

27. Counterparts.

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

28. Force Majeure.

Neither the City nor the Contractor will be considered in default of any obligations under this Contract to the extent that performance is delayed or rendered impossible by causes beyond the reasonable control of the affected party, including but not limited to acts of God or a public enemy, expropriation or confiscation of facilities by governmental or military authorities, changes in laws, war, acts of terrorism, rebellion, sabotage or riots, explosion, fire, storm, flood, pandemic, strikes, walkouts, or other industrial disturbances, provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

DATED this _____ day of 2/27/2026, 2026

CITY OF MARYSVILLE

By: Jon Nehring
Jon Nehring, Mayor

DocuSigned by:
A8AE51528DE9478

DATED this 25th day of February, 2026

FieldTurf USA, Inc. (CONTRACTOR)

By: 
Darren Gill (Name)
Its: Executive Vice President (Title)

Attested/Authenticated:

Signed by:

Chari Taber, Deputy City Clerk
78D1E8FD08E0463...

Approved as to form:

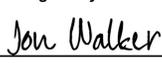
Signed by:

Jon Walker, City Attorney
786ABFA2684C462

EXHIBIT A
Scope of Work and Contract Documents



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Lacey Frigard, Community Development

ITEM TYPE: Special Event Permit

AGENDA SECTION: **New Business**

SUBJECT: Gigi's Playhouse 5K Special Event Permit

SUGGESTED ACTION: Recommended Motion: I move to approve the Special Event Permit for Gigi's Playhouse 5K.

SUMMARY: Gigi's Playhouse is a non-profit organization with more than 61 brick-and-mortar locations across the United States and Mexico. They provide free life-changing therapeutic, education, and career training programs for 30,000 individuals with Down syndrome and their families. They are seeking to hold a 5K Event at Ebey Waterfront Park. They had originally secured Langus Waterfront Park in Everett, but due to trail folding, they are seeking a new location for their March 21, 2026, event. The event is scheduled to run from 9:00 am to 1:00 pm. Event setup will start at 7am, and the dismantling will take place from 1:00 pm to 3:00 pm.

Staff respectfully recommends approval of this Special Event Permit for Gigi's Playhouse 5k Event.

-
- ATTACHMENTS:**
- [SEP Application - Gigi's Playhouse 5k.pdf](#)
 - [Brochure - Gigi's Playhouse General Info.pdf](#)
 - [Event Route - Gigi's Playhouse 5K.pdf](#)
 - [Fire Review Comments - Gigi's Playhouse 5k Event.pdf](#)



SPECIAL EVENT PERMIT APPLICATION

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

FOR AGENCY USE	Date: 02/12/2026	File:	Fee: \$
NAME OF EVENT		PROPOSED DATES	
Gigi's 5k Everett		3/21/26	
APPLICANT		SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	Alicia Roten	Gigis Playhouse	
Mailing Address	10204 38 th PL SE	2350 West Higgins Rd	
City, State, ZIP	Lake Stevens Wa 98288	Hoffman Estates IL 60169	
Phone (home/office)	(425) 422 3729	(847) 885-6149	
Phone (cell)	(425) 422 3729		
E-mail	Alicia.rote@outlook.com info@gigisplayhouse.org		
SITE INFORMATION			
Set-up date/time	7am 3/21/26	Dismantling Date/time	1pm 3/21/26
Estimated number of participants	100-150	Will admission fee be charged? (please note amount)	\$25 - \$45 reg fee
Will alcohol be served at event? (if yes please explain)	NO - Just water and snacks at the end of the race.		
Type of activity planned (Describe event)	5k for start up Non profit Gigis Playhouse in everett wa. The main activity is the race with some tents near the end for networking.		
Location to be used (Describe area to be used, attach map/route plan)	Ebay waterfront trail out and back. Total will be 3.1 miles or a 5k. Will submit running course.		
Detailed Description of Proposed Activities	We will be doing the race and have some music. Also hoping to have a bubble station and hang out spot for kids.		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NO - it is targeted towards people with special needs		



Virtual Playhouse

If you can't make it to a GiGi's Playhouse location, you can still grow with us! Visit us online for FREE programming for individuals with Down syndrome.

Live

GiGi's Playhouse Virtual Live brings a variety of free purposeful programs right to your home each week. This allows you to interact with your leaders and fellow participants, and take part in multiple purposeful activities organized by age group.

On Demand

GiGi's Playhouse Virtual On Demand brings more than 1,500 resources to you at a time that is convenient for you. You will have access to program recordings, lesson plans, and activities to use when you are ready.



Take the "I Accept You" pledge and make a commitment to being accepting, generous, and kind every day and in every way! You will join a new era of game-changers that we call #GenerationG!



A Physical and Social Movement for Acceptance
acceptancechallenge.org



Everett, WA

GiGi's Playhouse Everett

Coming soon to the Everett area
847-885-6149

GiGisPlayhouse.org/Everett
Everett@gigisplayhouse.org



Down Syndrome Achievement Centers
educate. inspire. believe.

gigisplayhouse.org

Our Purpose: To change the way the world views Down syndrome and to send a global message of acceptance for all.

How: Through a nationwide network of Achievement Centers that provide FREE purposeful therapeutic and educational programs

What is Down syndrome?

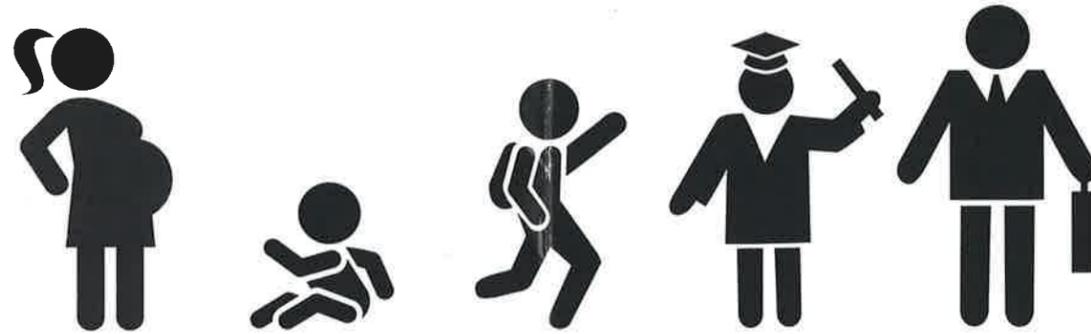
All people with Down syndrome have an extra 21st chromosome, which means they have "a little something extra" (which is also the name of our podcast!) in their genes. People with Down syndrome have challenges to overcome, like low muscle tone and developmental delays. But with today's science and programs like those offered by GiGi's Playhouse, the quality of life and overall life expectancy for people with Down syndrome have catapulted forward in the last few decades!



FACT

Average life expectancy has grown from 30 years in the 1980s to more than 60 years today!

The GiGi's Lifetime Commitment



FROM PRENATAL DIAGNOSIS THROUGH CAREER SKILLS

In-person programs

Our programs are where the magic happens! At GiGi's Playhouse, we offer purposeful, evidence-based learning opportunities for individuals with Down syndrome, their families, and the community.

All Ages

- **Destination Discovery** (motor skills, social skills, and language)
- **Amina Grace One-on-One Speech & Language Program**
- **One-on-One Literacy Tutoring**
- **One-on-One Math Tutoring**

Early Learners (0-4)

- **LMNOP** (basic sign language and other forms of communication using music and language-based activities)
- **Leaps & Bounds** (social, emotional, large and small muscle group development preparing for school transitions)
- **GiGiFIT – Infant, Toddler, You & I** (gross motor, health and wellness)

School Age Learners (5-12)

- **Playhouse Pals and Kids Club** (social skills and language)
- **GiGiFIT Kids** (gross motor, health and wellness)
- **GiGi's Kitchen Kids** (healthy lifestyle, practical cooking skills)

Teens (13-17)

- **Teen Tastic** (social skills, community engagement, independence)
- **GiGiFIT Teen** (gross motor, health and wellness)
- **GiGi's Kitchen Teen** (healthy lifestyle, practical cooking skills)

Adults (18+)

- **Fantastic Friends** (social skills, community engagement, independence)
- **GiGiFIT Adult** (gross motor, health and wellness)
- **GiGi's Kitchen Adult** (healthy lifestyle, practical cooking skills)

Career Training

Confident U Healthy U Whole U.

- **GiGi Prep** (communication skills, money management, customer service skills, team building, health and wellness)
- **GiGi University** (communication and career skills with emphasis on job interviewing, money management, public speaking, customer service, computer skills, team building, health and wellness)
- **GiGi Professional** (internship within GiGi's or a community setting, communication skills, health and wellness)

...and even more specialty programs!

FIND OUT MORE



*Not all programs available at all locations



Changing the way the world sees Down syndrome

GiGi's Playhouse is the ONLY network of Down Syndrome Achievement Centers, with more than 61 brick-and-mortar locations across the United States and Mexico, and online programming reaching more than 93 countries. Every day, we provide FREE, life-changing therapeutic, educational, and career training programs for 30,000 individuals with Down syndrome and their families.

GiGi's Playhouse is powered by volunteers! Our playhouses are 99% volunteer-run.



We're on the air! Listen or watch our podcast "A Little Something Extra," the first podcast hosted by an individual with Down syndrome—THE GiGi Gianni! alittlesomethingextrapodcast.org

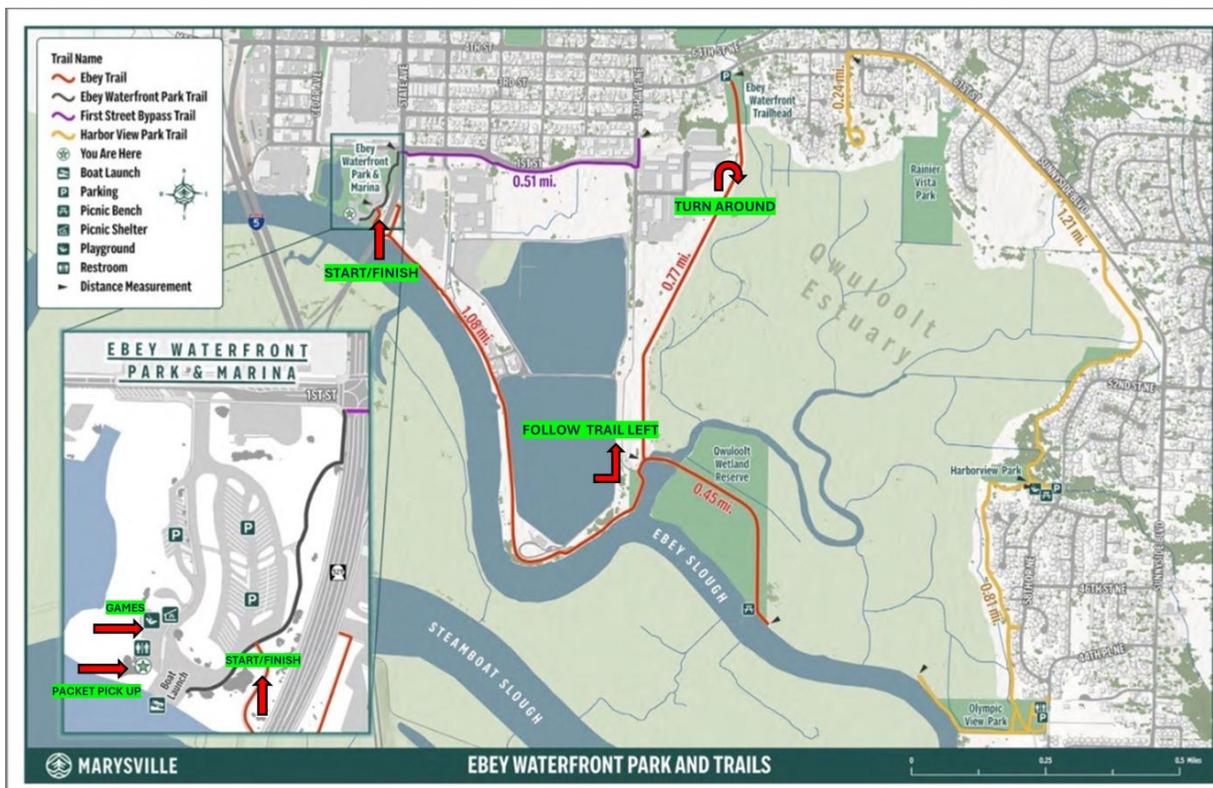


Gigi's Playhouse 5k at Ebey Waterfront Park and Trails 03/21/2026 Map and Outline

Hello,

For our Gigi's 5k in March I have attached the map of the Ebey Waterfront Trail and boat launch. In red is the trail we will be using for the race starting at the marina and traveling down 1.08 miles to the Y in the road. We will need to go left to ensure that runners get the full 3.1 miles of a 5k. Runners will go 0.5 miles towards the Ebey Waterfront Trailhead and loop back around towards the marina. We will have a water station at the turnaround if there is space available and it is allowed. Located near the boat launch and restrooms we want to set up the packet pick up and some games next to the playground (bubbles and corn hole). Since this is a small event for our first 5k the parking lot should accommodate most runners with maybe some overflow onto 1st St. Please let me know what else you need from myself and our Gig's team.

Thanks, Alicia Roten (425) 422-3729 Alicialochrie@outlook.com





REQUEST FOR REVIEW COMMENTS

DATE: 2/19/2026
TO: Project Planner
FROM: Brian Merkley – Assistant Fire Marshal
RE: Special Events Permit - Gigi's Playhouse 5k Event

1. All applicable activities shall comply with adopted fire code (2021 IFC), city design standards, and applicable NFPA standards.
2. **An approved access route for fire apparatus shall be provided at all times.** Minimum 20' unobstructed width required at all times for emergency access.
3. Tents or temporary membrane structures shall comply with the 2021 IFC Chapter 21 and be permitted per adopted fire code.
4. Portable fire extinguishers shall be provided and comply with IFC 906. A minimum of one 2A:10BC extinguisher shall be placed within 75' of any location within the event site.
5. Fire hydrants shall be clear and unobstructed at all times.
6. **Food Trucks / Mobile Food Vendors:** Any mobile food vendor operating in Marysville that produces grease laden vapors shall possess a valid city of Marysville business license as well as an approved WSAFM food truck inspection form from any participating agency in WA State. https://wsafm.com/Food_Trucks
7. Food trucks based in the city of Marysville may request a fire inspection at no charge by calling 360-363-8525 and leave a voicemail. An inspector will contact you to make arrangements. 48 hours advance notice required.
8. Food trucks based outside of the city of Marysville are subject to additional fees for inspection requests.
9. Event will be subject to random fire inspections. Any food truck found without proper documentation will be restricted from operation.
10. Hazardous materials shall comply with IFC Chapter 50 and other specific chapters. A separate fire permit and fire marshal approval is required for hazardous materials exceeding permit amounts (IFC 105).
11. Compressed gases shall comply with IFC Chapter 53.
12. Flammable and combustible liquids shall comply with IFC Chapter 57.
13. LP gas equipment installation and dispensing shall comply with IFC Chapter 61 requirements and requires a separate fire permit and fire marshal approval. Tank installation requires approved clearances to roadways, drive aisle and parking areas.

Reviewer Contact Information – phone/email.

Vehicle protection and fire extinguisher will be required- to be reviewed during tank permitting.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: 2026-2027 Collective Bargaining Agreement between City of Marysville & Teamsters Local #763

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign the 2026-2027 Collective Bargaining Agreement between the City of Marysville & Teamsters Local #763.

SUMMARY: Collective Bargaining Agreement between the City of Marysville and Teamsters Local #763, effective January 1, 2026 - December 31, 2027.

ATTACHMENTS:
[City of Marysville 2026-2027 Final_.docx](#)

AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, 2026 through December 31, 2027

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AGREEMENT

by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, 2026 through December 31, 2027

THIS AGREEMENT is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer and/or City, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition - The Employer recognizes the Union as the sole collective bargaining agent for all City of Marysville, Washington, Office-Clerical, Utilities, Maintenance, Streets, and Signals and Emergency Services Support employees, excluding supervisory, confidential, casual, and seasonal/temporary maintenance employees working fewer than three hundred forty-seven (347) hours in a rolling twelve (12) month period. The City recognizes the Union as the exclusive bargaining representative for all those employees whose job classifications are listed in Appendix A.

1.1.2 For purposes of this Agreement, a “seasonal/temporary maintenance employee in Utilities, Maintenance, Streets, and Signals” is defined as an individual employed for fewer than twelve hundred (1,200) hours in a twelve (12) rolling month period. In the event that such an individual is employed for more than three hundred forty-seven (347) hours in a twelve (12) month rolling period, the employee shall become a limited member of the bargaining unit, and will be entitled to a rate of pay as outlined in Appendix A, but will only have those benefits specifically outlined in Section 1.1.3. below. Upon reaching one thousand two hundred (1,200) hours in a twelve (12) rolling month period, the employee shall be covered by this collective bargaining Agreement as a regular employee.

1.1.3 Seasonal/temporary maintenance employees in Utilities, Maintenance, Streets, and Signals who have worked more than three hundred forty-seven (347) hours, but fewer than one thousand two hundred (1,200) hours in a twelve (12) rolling month period, will be covered by the following articles:

Articles 1; 2; 3.3 and 3.4; 12; 13; 15 (safety and wages only); 16 and 19.

1.1.4 Union Notification – Within seven (7) days from the date of hire of a new seasonal/temporary maintenance employee in Utilities, Maintenance, Streets, and Signals, and within the next pay period after a seasonal/temporary maintenance employee in Utilities, Maintenance, Streets, and Signals crosses the three hundred forty-seven (347) hour threshold, the Employer shall forward to the Union the name, address, telephone number, and rate of pay of the employee. The Employer shall promptly notify the Union when a covered seasonal/temporary maintenance employee in Utilities, Maintenance, Streets, and Signals terminates employment.

1.2 Payroll Deduction - The Employer shall make deductions from the wages of all employees covered by this Agreement for Union dues, initiation fees, and delinquent dues and initiation fees, and/or agency fees, after having received an executed written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction

of such dues/fees. Such deductions shall be remitted to the Union on a monthly basis. Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met. The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues and/or deduction system.

- 1.3 New Hire Orientation – The Employer will provide the Union reasonable access to all newly hired persons entering the bargaining unit within the first two (2) weeks of such hire or entry into the unit and no later than ninety (90) calendar days. The Employer will allow the Union up to thirty (30) minutes to meet with such newly hired persons entering the bargaining unit for purposes of presenting information about Union membership and bargaining representation. The access can occur either as the last item during orientation or at a mutually agreed time between the Employer and the Union. The Union's right to meet with newly hired persons entering the bargaining unit shall occur during the employee's normal working hours and at their usual worksite, usual site of orientation or a mutually agreed upon location. Reasonable access is limited to one (1) representative of the Union or a single shop steward. Employees have the option to attend or not attend the Union's new hire orientation.

ARTICLE 2 NON-DISCRIMINATION, UNION INVESTIGATION AND SHOP STEWARDS

- 2.1 Non-Discrimination – No employee shall be discriminated against for upholding Union principles and any employee who works under instructions of the Union, or who serves on a committee, shall not lose their job or be discriminated against for this reason; provided however, such activities shall not interfere with the employee's work duties.
- 2.1.1 The Employer and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, marital status, the presence of any physical, mental, sensory handicap or age, unless such physical, mental, or sensory handicap or age has a bona fide occupational qualification.
- 2.1.2 Wherever words denoting a specific gender are used in this Agreement they are intended and shall be construed so as to apply equally to any gender.
- 2.2 Union Investigation – Duly authorized business agents of the Union may visit the work location of employees upon reasonable notification to the Employer. Such representatives shall limit their activities during such visitations to matters relating to this Agreement. Work hours shall not be used by employees and/or Union representatives for the conduct of Union business or the promotion of Union affairs other than stated herein. Union business, including the investigation of grievances, shall occur during non-working hours (e.g., coffee breaks, meal periods, before and after shift).
- 2.3 Shop Steward – In the interest of resolving problems and keeping the Employer operating in an efficient and cost-effective manner, the Union shall have the right to appoint shop stewards. The City will permit up to five (5) employees to be at the table for collective bargaining negotiations or general labor management meetings on paid time. For other subject matter specific labor management meetings, only two (2) employees shall be permitted on paid time, or more upon mutual agreement between the Parties. The steward(s) have the ability to assist the members and the Employer in resolving grievances/issues using good judgment to balance these needs with their primary job duties. Use of Employer equipment may be authorized by the Human Resources Department on a case-by-case basis. De minimis use of equipment or technology shall be

permitted without prior approval. The stewards shall recognize that this privilege is not to be abused and all investigating/problem solving shall be within reason and with notice to the City HR Director.

- 2.3.1 The Employer recognizes that stewards are rank-and-file members of the bargaining unit and do not have the right to call or authorize a work stoppage, bind the Union through an agreement(s) of any kind or set precedent regarding grievances. The Employer shall not hold the Union responsible for any individual who violates these parameters.

ARTICLE 3 HOURS OF WORK, OVERTIME, CALLBACK AND ON-CALL

- 3.1 Hours of Work – Eight (8) consecutive hours, exclusive of meal periods, shall constitute a normal day's schedule for all full-time employees. Five (5) consecutive days in a seven (7) day period with at least one (1) weekend day off shall constitute a normal week's schedule for all employees; provided however, where appropriate, work schedules may be established by the Employer which provide for other than eight (8) hours per day and other than five (5) days per week but with corresponding changes in hours off and in days off. The Parties may mutually agree to an alternative work schedule for a division, which shall be the primary schedule for that division. In the event the City determines to move back to a normal schedule, the City shall provide a minimum of fourteen (14) calendar days' notice prior to making the change. When mutually agreed to in writing by the Employer and the employee, the employee may work two (2) consecutive weekend days as part of a five (5) non-consecutive day work week. In no event shall any employee be scheduled to work more than four (4) weekend days (Saturday or Sunday) every four (4) weeks.

- 3.1.1 Shift Differential – Employees who work a schedule that includes a Saturday or Sunday and/or weekday hours with the majority of the shift hours between 5:00 p.m. and 5:00 a.m. shall be paid a shift differential of five percent (5.0%) for all hours compensated.

Shift differential shall not apply to callback or Standby. Employees working an assigned schedule that qualifies for shift differential shall receive shift differential on overtime hours worked. Employees working an assigned schedule that does not qualify for shift differential shall not receive shift differential for overtime hours worked between 5:00 p.m. and 5:00 a.m., unless covering at least four (4) hours of scheduled overtime and the majority of the overtime occurs during that time period including weekends.

- 3.1.2 Short Notice Shift Change Premium -- In cases where the Employer changes an employee's normal work schedule (shift hours) with fewer than forty-eight (48) hours' notice to the employee, the employee shall be paid a ten percent (10%) short notice premium for their hours worked until completion of the shift change (i.e. snow days, special projects, water main work at night). Overtime hours will include the shift differential. This shall not apply to Call Back.

- 3.1.2 Shift Change – For all shift changes the following process shall apply:

- a. Post the shift change at the workgroup's location for employee volunteers to sign up.
- b. Assign shift change to qualified volunteers, senior to junior.
- c. If no qualified and able volunteers, assign shift change in reverse seniority order (junior to senior) amongst qualified employees in the classification that normally performs the work.

- 3.1.3 Shift Bidding - All workgroups with more than one established schedule or shift hours shall bid schedules in each workgroup by seniority annually. Any newly created or vacated shift shall be bid by seniority of those currently within the classification and workgroup. Any newly created or vacated shift shall be posted for five (5) working days, during which time employees shall be afforded the opportunity to bid. The individual must have the minimum

qualifications to perform the work to be awarded the bid. If no one is awarded the bid the Employer will select by inverse seniority. The least senior employee with the minimum qualifications shall be awarded the position. Seniority will be the bargaining-unit date of hire. The entire bid will be posted, including the positions which the Employer has the right to fill per this subsection.

All shifts shall be bid on a seniority basis, within classification and workgroup annually, no later than each December. A workgroup with across-the-board 9/80 schedules that maintain the same start and end time will not bid annually, and such 9/80 schedules shall be deemed the same schedule and shift hours for purposes of this section. All shifts shall be posted for five (5) working days, during which time employees shall be afforded the opportunity to bid. Annual shift bids shall be awarded and become effective the first (1st) of January.

3.2 Overtime – If an employee works more than the normal number of hours per day established in Section 3.1, or forty (40) hours per week, the employee shall be compensated at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay. Should other schedules be in effect, such as four (4) ten (10) hour days per week, overtime shall be paid for work in excess of the assigned schedule. Employees receive overtime pay when a holiday, vacation or compensatory time falls within the same week. Conversely, employees who work more than the normal hours per week are not generally eligible for overtime pay when sick leave hours have been used in the same week, with the exception of call back overtime (Section 3.5 Call Back) and any time the Employer compels an employee to work (except as provided in Sections 3.2.1 scheduled overtime). Employees have the option of utilizing compensatory or vacation hours in lieu of sick leave to ensure scheduled overtime is compensable as overtime. Except in call back situations (Section 3.5 call back), all overtime shall be approved in advance by the Employer and posted by department/division (see attached Appendix D) and filled per Sections 3.2.1 scheduled overtime. Overtime shall be offered by seniority to employees in those divisions. Overtime is based on the employee's knowledge, achieved and required certifications and ability in the division to perform the work being assigned.

Employees required to travel out of the City of Marysville shall be compensated in accordance with the Fair Labor Standards Act (FLSA) and not upon any other requirement; provided however, all employees who travel beyond thirty (30) miles from their normal work station shall be compensated for travel time with compensatory time off, which shall be used by mutual agreement between the Employer and the employee(s), within the next ten (10) working days. If the employee(s) are not afforded the opportunity to use compensatory time off during the next ten (10) working days, they shall be paid for the compensatory time on their next paycheck.

In lieu of paid overtime, compensatory time-off may be earned upon the request of the employee and approval of the Supervisor and shall be taken at the rate of one and one-half (1 ½) times the actual time worked. Such compensatory time shall not exceed two hundred forty (240) hours in any calendar year nor shall more than eighty (80) hours of compensatory time be carried over into the next calendar year.

Employees may request and schedule compensatory time off in the same manner as vacation time off.

Employees may request a "cash out" of their compensatory accrual bank twice a year; with a June request for July payments and/or a November request for December payments.

3.2.1 Scheduled Overtime – Scheduled overtime is defined as a pre-planned event or project that occurs outside of the normal work schedule (i.e., Strawberry Festival, Healthy Communities, paving projects, etc.).

Volunteers Within Workgroup – When sufficient employees are available within a workgroup and by classification to accommodate Scheduled Overtime needs, and the work is normally performed by the workgroup, the Employer shall post the overtime at the workgroup's location (normal posting location) and shall fill the overtime needs with employees within the workgroup as follows:

The Employer shall first assign the overtime to:

- 1) Qualified volunteers from within the workgroup and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.
- 2) When insufficient employees are available within a workgroup the Employer shall prepare and post a notice on the employee bulletin board at the main buildings of the Employer (all Employer buildings) for the solicitation of volunteers. Each posting shall be accompanied by a sign-up sheet to be filled in by employees volunteering for the overtime.
- 3) Once an employee signs the list they must remain available to perform the work until such work is assigned, except for verifiable illness or injury of the employee or an immediate family member (as determined in Article 8.1[f]) that incapacitates the employee from performing the work they requested.

3.2.2 Extended Shift Overtime - When it becomes evident during the work day that overtime will be necessary to complete a job, those employees who have been performing the work during the regular shift are encouraged to remain on the job to complete the work. If the employee(s) do not volunteer to remain on the job, the Employer may compel qualified employees(s), in inverse Teamsters seniority order, unless the employee has a pre-scheduled appointment or obligation.

3.2.3 If insufficient qualified and able volunteers are available to meet the needs of the Employer then the overtime shall be compelled from first:

- 1) The employees working in the classification of the overtime, from junior to senior, based on length of service in the classification.
- 2) And next to all other bargaining-unit employees qualified and able, from junior to senior, until the Employer's overtime needs are met.

3.2.4 For purposes of Section 3.2.1, in determining which employee performs work within a classification, the determination shall be based upon which employee performs the function or operates the equipment as a normal and routine part of their day-to-day assignments. Where one (1) or more "workgroups" perform a function or operate equipment as a routine part of their work, the "workgroups" shall be considered to be one (1) "workgroup" and employee hire dates shall be amalgamated for assigning overtime.

3.2.5 Employees required by the Employer to work more than two (2) hours beyond the end of their shift, when such extended work has not previously been scheduled, shall be provided a meal or reimbursed for the cost of a meal up to twenty dollars (\$20.00) with receipt, in addition to overtime.

3.3 Rest Periods - Employees shall receive a fifteen (15) minute rest period on the Employer's time for each four (4) hours, or major portion thereof, of their working time.

- 3.3.1 Except in declared emergencies, employees shall be guaranteed a minimum of eight (8) hours off between shifts of five (5) hours or more in length or if an employees' after hours call out is four (4) hours or more in duration and ends within eight (8) hours of the employee's regular shift start time. The employee will be granted eight (8) hours of uninterrupted time away from work prior to working their next scheduled shift. To compensate the employee during the break in service, time that falls within the next shift that is not worked will be paid at the employee's regular rate of pay. The end of the employees' shift time will remain the same as their regular work day. (e.g. Employee works from 0200-0600 and the employee's normal shift starts at 0700. The employee would report to work at 1400 and would receive regular pay for 0700-1400 with their regularly scheduled shift end time remaining the same).
- 3.4 Meal Periods - Employees shall receive not less than a thirty (30) minute nor more than a one (1) hour meal period which shall be on the employee's own time and which shall commence no fewer than three (3) hours nor more than five (5) hours from the beginning of the work shift. Employees shall be allowed time to clean up prior to starting the meal period.
- 3.5 Call Back – Call Back shall be defined as an event which requires employees to engage in work after completion of their regularly scheduled work shift, unless called out within three (3) hours prior to the commencement of their regularly scheduled shift (see Section 3.5.4). Call back to work shall include any work-related trouble-shooting phone call such as troubleshooting the telemetry system, SCADA system, and/or walking someone through the operation of a piece of equipment.
- 3.5.1 Call Back Compensation – The pay rate for callback compensation shall be one and one-half (1.5) times an employee's regular straight-time hourly pay, rounded off to the nearest one-quarter hour (0.25). An employee shall receive a minimum of three (3) hours call back or actual time worked, whichever is greater, if called back to work and the employee physically reports to work or worksite. Any work performed by phone, call, text, or email shall be paid in fifteen (15) minute increments with a fifteen (15) minute minimum, based upon the amount of time taken to perform the work, unless occurring between the hours of 10:00pm to 5:00am, which shall be paid in fifteen (15) minute increments with a thirty (30) minute minimum. Any remote systems (e.g. SCADA, alarms) work requiring a remote response via electronic device shall be paid a one (1) hour minimum. If an employee responds to a call for a Call Back and refuses to perform work, they shall not be eligible for Call Back pay. Employees may perform incidental or de minimis work as part of on-call duties (e.g. acknowledging daily test alarms or other nuisance alarms), which would not be compensable.
- 3.5.2 Posting - The Employer shall prepare an electronic Call Back master list by work group for employee sign up. The posting shall be available by the first of the month for the following month's coverage. Employees are eligible to sign up or remove their name from the sign up list by the 25th of the month. No further changes to the sign up list may occur after this date (e.g. the February call back list will be posted by January 1st and removed on January 25th, with the final list taking effect February 1st for the entire month). This list will be used for Call Back for the designated month. The assignment of overtime will be determined by seniority within the work group, and by classification. The final list will be posted by the work group supervisor in the shared electronic location by the 1st of the month. The overtime assignment shall first be offered to the most senior worker who signed up on the Call Back master list by work group and classification. If no employees are signed up on the Call Back master list or decline overtime from the Call Back master list, then overtime assignment shall be offered by seniority within the workgroup on a voluntary basis. When employees are called back and they don't answer their phones, a message must be left stating that the overtime opportunity was missed.

- 3.5.3 Snow and Ice – The Employer shall prepare an electronic Snowplow Operator Call Back volunteer sign up list annually before each winter weather season to provide back-up support to the Streets workgroup. Employees who work in the Transportation Division and who are not employed in the Streets workgroup and employees in the Utilities and Maintenance Services Department who possess a CDL are eligible to sign up. This list will be used for Call Back when snowplow schedules cannot be filled with employees in the Streets workgroup due to lack of availability. Snow and ice control activities within the public rights-of-way and at staging yards is the primary work of the Streets workgroup and the Call Back in this section.
- 3.5.4 Should an employee's regular shift start fewer than three (3) hours from the time they started work on the callback, they shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay only for such time as occurs before their regular shift. If the employee is called back within three (3) hours of their regularly scheduled start time, with mutual consent between the Employer and the employee the employee may be released from work upon completion of their total regularly scheduled shift hours. In such an event, overtime shall not be paid for those hours worked prior to the employee's regularly scheduled start time. If the employee is called back within three (3) hours of their regularly scheduled start time, the employee may choose to continue working until the start of their regularly scheduled start time if they choose.
- 3.5.5 Alarm System Callback - A callback resulting from an alarm shall be the work of the bargaining unit.
- 3.6 On-Call Duty – The purpose of On-Call Duty is to be available during off duty hours to receive service requests concerning problems; to investigate the nature and seriousness of the problem by remote or on-site inspection; to correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; to call out appropriate crews when necessary; to direct the crew to the site; to perform work as a crew member if Call Back should occur; and to keep appropriate records. On-Call personnel shall be available by On-Call Duty phone at all times and be available to respond immediately to Call Back situations without restrictions or impairments. An employee engaged in On-Call must be able to respond to the work location (location of issue or place where City vehicle is picked up if the on-call employee doesn't have a take home City vehicle) within forty-five (45) minutes. While serving on On-Call, employees will be provided (by request of the employee) a City vehicle for appropriate after-hours use in accordance with all applicable City policies and procedures. Employee's commute time for regularly scheduled work is not compensable time. Time driving to respond to callbacks is compensable time.
- 3.6.1. The City at its option may invoke On-Call Duty to ensure that qualified personnel ("qualified" is defined as bargaining unit members who have completed their probationary or orientation period) are available to respond to emergencies which may affect public health, safety and/or welfare. The following divisions are required to provide one employee on On-Call at all times:
- Water Utility (includes Sources and Treatment, Distribution, and Water Quality, does not include the Cross-Connection Control Specialist position)
- Wastewater Utility (includes Treatment Plant, and Lift Stations, does not include the Industrial Waste/Pre-treatment Technician)
- The City reserves the right to modify the divisions and workgroups required to provide On-Call, provided that prior to assigning On-Call to a division and/or workgroup not listed above, it will notify the Union at least ninety (90) days in advance and bargain consistent with RCW 41.56.

- 3.6.2 On-Call Duty will be open on a voluntary basis to bargaining unit members who have completed their probationary or orientation period. Should there be an insufficient number of volunteers to provide for a minimum rotation of once every six (6) weeks, the City may assign bargaining unit employees on a reverse seniority basis, to meet that minimum number for a sufficient rotation.
- 3.6.3 The procedure for bidding On-Call Duty is as follows:
- 3.6.3.1 On-Call Duty weeks shall be bid on a quarterly (Jan-Mar, Apr-June, July-Sept, Oct-Dec) basis by seniority and completed at least two (2) weeks prior to the next quarter. The senior employee shall bid one (1) week, schedule will be alternated to the next senior employee to bid one (1) week and continue until all weeks in the three-month period are filled. The final quarterly On-Call Duty schedule and weekly logs shall be posted electronically and available to all employees in the division and workgroup.
- 3.6.4 Effective April 1, 2026, On-Call Duty who are called out, consistent with the Call Back list, shall receive Call Back pay, which shall be in addition to the On-Call Duty allowance. Employees may perform incidental or de minimis work when On-Call when they have already reported for duty. The Call Back list should be used for any substantive work. To be eligible for another one (1) or three (3) hour Call Back guarantee, an employee must complete the original one (1) or three (3) hour call period and be back into an On-Call status.
- 3.6.5 The employee is obligated to work the week's bid, unless there are unforeseen circumstances such as an emergency or change in employee's schedule.
- 3.6.6 In the case of unforeseen circumstances, the vacated week or weekend must be issued voluntarily by seniority to the most senior employee first and working down within the division until the On-Call Duty is accepted. If coverage of the vacated week or weekend is not covered voluntarily, then the Supervisor shall assign On-Call Duty by reverse seniority. If the exchange exceeds twenty-four (24) hours, the lead and supervisor must be informed.
- 3.6.7 If two (2) employees wish to trade weeks, they may do so only with approval from their division supervisor.
- 3.6.8 Employees may relinquish On-Call Duty for twenty-four (24) hours without following the seniority language above.
- 3.6.9 An employee who is on a full day or more of sick leave (i.e., self), and/or light duty will not be eligible to assume On-Call Duty.
- 3.6.10 Should an employee assigned to On-Call Duty be unable to perform the duties, the assignment will be offered to the most senior employee who is willing to perform the assignment first and working down within the division until the On-Call Duty is accepted. If coverage of the short-term vacancy is not covered voluntarily, then the Supervisor shall assign the On-Call Duty by reverse seniority. Employees who have not returned from sick leave (i.e. self) for a full day, worker's compensation absence, or are in a light duty status will not be considered.
- 3.6.11 On-Call Compensation – Effective April 1, 2026 or upon ratification, whichever is later, Employees shall be paid \$4.25 per hour for each hour of On-Call Duty outside of the employee's normal work hours, including flex days or scheduled overtime work. On-Call pay shall be increased on January 1st of each subsequent year by 100% of the Seattle-Tacoma-Bellevue CPI-W June to June. In the event that an after-hour question via phone, text, or email, incident, or alarm results in the employee having to perform work

electronically or physically report to work, the employee shall be compensated in accordance with Article 3, Section 3.5.1, Call Back Compensation in addition to receiving their hourly On-Call Duty compensation. In lieu of callback paid overtime (pursuant to Section 3.2) compensatory time off may be earned at the request of the employee and approval of the Supervisor.

ARTICLE 4 PROBATIONARY PERIOD, LAYOFF, RECALL AND JOB VACANCIES

4.1 Probationary Period - A new employee shall be subject to a six (6) month initial probationary (probationary) period commencing with the most recent date of hire in a bargaining-unit position. The initial probationary period may be extended in writing up to an additional six (6) months upon mutual agreement between the Employer and the employee, with a copy to the Union. An employee is not eligible to sign up for emergency unscheduled overtime during the initial probationary period. During the initial probationary period the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the initial probationary period shall not be subject to the grievance procedure. The Employer may not discharge nor discipline for the purpose of discriminating against an employee because of lawful Union activity. No employee shall serve a probationary period except as provided in this Agreement while employed in a position within the bargaining unit. Employees who are within their probationary period (in initial employment) shall not be considered for openings until they have completed the probationary period for the position in which they were initially hired. This provision may be waived by the City Administrator whenever it is in the interest of the Employer.

4.2 Seniority Definition - Seniority shall be defined as the most recent date of hire within the Teamster bargaining unit, with the tie-breaker being the application date followed by the application time stamp. In layoff, recall, and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service within the Teamster bargaining unit and their ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

4.2.1 Where referenced in this agreement, seniority shall be determined by an employee's Teamsters bargaining-unit date of hire.

4.3 Layoff - When the Employer becomes aware that a layoff may be necessary, it will notify the Union in a timely manner. Within fourteen (14) calendar days of notification, appropriate representatives from the Union and the Employer will meet to review the issues and process as defined below before issuing notices.

The Employer will notify the bargaining unit in writing (posting) of an impact and ask for volunteers for layoff. If there is an insufficient number of volunteers within fourteen (14) calendar days of the posting, the layoff process will apply.

The employee with the least seniority (seniority shall be defined as the most recent date of hire within the Teamster bargaining unit) within the classification shall be laid off first.

4.4 Bumping – The Employer agrees that when contemplating potential layoffs, it shall meet with each affected employee to review the employee's seniority date and discuss the employee's skills and abilities in an effort to determine appropriate placement via the bumping process.

The Employer shall consider the employee's qualifications related to knowledge, skills, abilities, experience, education/training, licenses/certifications and seniority regarding bumping and the Employer's judgment shall be reasonably exercised.

In the event of a layoff:

1) The Employer shall lay off the least senior employee by classification.

2) The laid-off employee may bump the least senior employee within the same pay grade within the bargaining unit, provided that the bumping employee has more seniority and meets the qualifications of the classification, as specified by the job description. In the event the employee does not meet the qualifications of the classification held by the least senior employee within the pay grade, the bumping right will continue in order of seniority through all less senior employees within the pay grade, subject to determining whether the employee meets the qualifications of the classification.

3) If no opportunity exists in sub-paragraph 2 (above), then the employee may bump the least senior employee in the next lowest pay grade, provided the bumping employee has more seniority and meets the qualifications of the classification. In the event the employee does not meet the qualifications of the classification held by the least senior employee within the pay grade, the bumping right will continue in order of seniority through all less senior employees within the pay grade or a lower pay grade, subject to determining when the employee meets the qualifications of the classification.

4) A bargaining-unit employee who has "bumped" into a new position in a lower pay grade as a result of this process will maintain their prior rate of pay as long as all certifications required for their prior classification are maintained. The employee will maintain their prior anniversary date and be eligible for step increases on that date. In the event their current rate of pay exceeds the top step of the lower pay grade, the employee's pay will be frozen until the pay level of the lower classification exceeds their current rate of pay. In the event of a position opening, the Employer may place the affected employee in the prior position that they held based on seniority.

5) A bargaining-unit employee who has "bumped" into a new position as a result of this process shall be in an orientation period and shall be subject to written performance evaluations throughout a four (4) month orientation period. The employee must be able to perform the work with a reasonable amount of training prior to the completion of the orientation period. At the completion of the orientation period, the employee will resume the normal evaluation process.

6) For the purpose of bumping into the Municipal Court, an employee may bump if they meet the qualifications for the job and the needs of the Court and the Judge, pursuant to General Rule 29.

4.5 Recall - In the case of recall, those employees with the longest length of continuous service shall be recalled first, provided they can perform the duties required in the classification affected. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where they can be contacted.

When the Employer is unable to contact an employee who is on layoff for recall, the Union shall be notified. If neither the Union nor the Employer are able to contact the employee within five (5) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease.

The Employer has no obligation to recall an employee after they have been on continuous layoff for a period of one (1) year. Also, when recalled, if an employee does not return to work after five (5) working days, the Employer shall have no further obligation to recall the employee.

4.6 Job Vacancies – When a regular or separately funded job vacancy occurs, notice shall be posted on the electronic job listings available and maintained on the City’s website for seven (7) calendar days. The Stewards will be notified by email the same day the position is posted. Employees covered by this Agreement who desire consideration for such openings shall submit an application as required by the posting. Bargaining-unit employees shall be given first consideration for filling the position if they apply for the position during the posting period unless applicants from outside the bargaining unit have substantially better qualifications and ability. Subject to the foregoing requirements, the Employer will consider all applications received within the defined posting period, both internal and external, prior to making a determination on hiring.

Employee selection shall be based upon length of service with the Employer and ability to perform the duties of the job. Job vacancies not filled from within the bargaining unit shall be filled at the Employer's discretion. If the Employer awards a position to an applicant from outside the bargaining unit, a representative from the Employer, upon request from an employee in the bargaining unit, shall meet with a representative from the Union to show the applicant has substantially better qualifications and abilities.

Employee(s) who have completed the probationary period for the position in which they were initially hired into and who transfer to a different classification through promotion or otherwise shall serve a four (4) month orientation period at the beginning of the new assignment, during which time the Employer may return the employee to their prior job. The employee has the right to return to their previous position during the four (4) month orientation period. Employees may not transfer to other positions within the orientation period unless they are returning to their previous position as this provision allows or the transfer has otherwise been approved by the City Administrator.

4.6.1 The Employer may post job vacancies within the City as provided in Section 4.6, and at the same time advertise the openings through other means.

4.7 Employees hired pursuant to special or limited funding for identified projects of definite (although extended) duration shall have separate classification seniority applicable only in that classification for purposes of Sections 4.3 and 4.4.

4.8 An employee’s seniority shall be broken so that no prior record of employment shall be counted and their seniority shall cease upon:

- 1) Justifiable discharge, for cause;
- 2) Voluntary quit;
- 3) Retirement;
- 4) Layoff exceeding twelve (12) months;
- 5) After twelve (12) months of absence following separation from employment for medical reasons due to a non-occupational injury or illness, or
- 6) After twelve (12) months of absence following separation from employment for medical reasons due to occupational injury or illness.

ARTICLE 5 WAGES

5.1 Each employee covered by this Agreement shall be compensated in accordance with the rates of pay set forth within Appendix A, which by this reference is incorporated herein as if set forth in full.

ARTICLE 6 HOLIDAYS

6.1 Employees shall be granted the following holidays paid as eight (8) hours:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day After Thanksgiving Day	4 th Friday in November
Christmas Day	December 25 th
One Floating Holiday	

6.1.1 Employees on alternative work schedules may supplement their holiday time in accordance with City policy.

6.1.2 A benefits eligible employee will be credited with one (1) floating holiday every January 1, for use by December 31 of the current calendar year. New employees with an adjusted start date of September 30 or earlier will be credited with one (1) floating holiday on their adjusted start date and then on January 1 thereafter; new employees hired on or after October 1 will not receive an additional floating holiday until the next January. Unused floating holidays will not be carried over to the next calendar year or paid upon retirement or termination of employment. If unused, they will be forfeited.

6.2 Effective January 1, 2023, should any work be performed by an employee on a holiday, they shall be paid at the overtime rate for such work. Employees shall be paid a minimum of four (4) hours when volunteering or required to work on a holiday.

6.3 The dates set forth within Section 6.1 represent the specific dates on which a holiday shall be observed. Should the dates for any such holiday be changed by the Legislature or the Governor of the State of Washington, the holiday shall be observed on the date established by the change and not the date set forth within Section 6.1.

6.4 Regular part-time employees who work twenty (20) hours or more per week shall receive holiday pay on a pro rata basis, based on their normal work schedule.

6.5 Holiday Bank for the Police Department

A holiday leave bank shall be established for employees working mandatory alternative schedules. This bank shall consist of a total of eighty-eight (88) holiday hours during each calendar year. Employees eligible for Section 6.5 will also be eligible for a floating holiday consistent with other benefits eligible employees. Part-time employees shall receive a pro-rated number of hours based upon their regularly scheduled work week. These hours shall be placed in a holiday bank for each employee on January 1st of each year.

Employees who fall under the provision of this Section must be in a paid status on the work day before and the work day after the observed holiday to use holiday bank hours. If an employee is not in a paid status on the work day before and the work day after the observed holiday, the eight (8) hour equivalent (or the appropriate pro-rated amount) for that holiday shall be deducted from their holiday bank.

Employees who would normally have been scheduled to work on a day that a holiday is observed shall subtract hours from their holiday bank, provided that, the hours subtracted do not exceed the equivalent of their regular work shift. Such employees shall have a minimum level of hours subtracted equal to the amount of hours earned for that holiday. If additional time is required to equal the hourly amount of the employee's regular full shift, the employee may opt to supplement holiday bank hours with accrued vacation, compensatory time or unpaid leave of absence.

Employees working less than a full calendar year will have their holiday bank credited hours equivalent to the amount (or, if appropriate, the pro-rated equivalent amount) of holiday hours remaining in the work year.

Holiday hours not used by the completion of the calendar year shall be lost to the employee. Employees who separate employment during the calendar year will be paid eight (8) hours (or, if appropriate, the pro-rated equivalent amount) for each holiday occurring prior to the date of separation, minus all holiday hours already subtracted from the holiday bank. If an employee has a debit in their holiday bank of more than eight (8) hours equivalent (or, if appropriate, the pro-rated equivalent amount) for each holiday that has occurred prior to that date of separation, the appropriate hourly equivalent shall be deducted from the employee's final paycheck.

ARTICLE 7 VACATIONS

7.1 Employees shall accrue vacation leave in accordance with the following schedule:

Years of Employment	Hours Accrued Per Month	Total Days Accrued During Anniversary Year
1st	8	12
2 nd through 5 th	9.33	14
6 th through 8 th	11.34	17
9 th through 10 th	12.67	19
11 th through 13 th	14.67	22
14 th through 15 th	15.33	23
16 th through 19 th	16.67	25
20 th and more	17.33	26

7.1.1 The vacation schedule set forth herein shall be used in determination of vacation leave accrual for each employee commencing with their anniversary date of employment.

7.2 Each employee shall be entitled to carry over a maximum of two (2) years' vacation at their applicable annual rate into any calendar year. When the maximum vacation accrual has been reached and the employee has excess accrual above the maximum, at no fault of the employee, the employee shall be allowed to carry over the excess to be used within the first six (6) months of the next calendar year.

7.3 Vacation Cash-out - No employee shall receive compensation for unused vacation leave greater than four hundred eighty (480) hours at the time of resignation or retirement. Leave of up to two hundred forty (240) hours shall be paid as regular wages at the employee's regular straight-time hourly rate. Leave accrued in excess of two hundred forty (240) hours in the current year shall be deposited into the HRA/VEBA, up to the maximum of four hundred eighty (480) hours.

7.4 Vacation leave shall not accrue during any leave without pay, but such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation days under the schedule in Section 7.1.

- 7.5 In the event a holiday falls within the employee's vacation period, it shall not be counted as a day of vacation.
- 7.6 When an employee has exhausted their sick leave balance during the course of an absence due to illness or injury, the employee shall use accrued vacation leave for the balance of the absence, which may be subject to certification of the condition by the employee's health care provider. Employees on an extended leave of absence related to an industrial injury will be subject to the provisions of Section 8.1.3. Employees on an extended leave of absence under a qualifying protected leave will be subject to the appropriate state or federal requirements of the designated leave status.
- 7.7 New employees, upon being appointed to full-time employment, shall accrue vacation leave in accordance with these provisions; provided however, such employee who leaves the Employer's service prior to completion of six (6) months shall not be compensated for any accrued vacation time.
- 7.8 An employee who fails to provide a two (2) week advance notification of intent to resign shall forfeit their rights to earned vacation. The two (2) week notice may be waived by the City Administrator in situations that would make such notice by the employee impossible.
- 7.9 Vacations and/or compensatory time off requests may be made at any time and shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the staffing needs of the department. Vacation leave requests shall be made via the Employer's electronic timekeeping system. The Employer will approve or deny the vacation leave request in the electronic timekeeping system as soon as possible but no more than five (5) working days of receipt of the vacation and/or compensatory time off request.
- 7.10 Vacation Waiver - Employees who have given notice to the Employer's Human Resources Department of the intention to retire from the City of Marysville may waive the accrual of vacation during their final five (5) years of employment with the Employer, in whole or in part, and upon such waiver, the Employer shall calculate the annual value of the waived vacation, divide the amount by two thousand eighty (2,080) and this result shall be added to the employee's hourly/monthly compensation. Employees may make a waiver election only during December for the following calendar year.
- 7.11 Regular part-time employees who work twenty (20) hours or more per week shall receive vacation benefits on a pro rata basis. For example, if a regular part-time employee normally works twenty (20) hours per week and the department's normal work week is forty (40) hours, the employee shall receive 20/40ths, or fifty percent (50%), of the hourly accrual received by a full-time employee.
- 7.12 In the event of an employee's death, all unused vacation will be paid out at one hundred percent (100%) to the employee's estate.

ARTICLE 8 LEAVES

- 8.1 Sick Leave – Each employee shall be entitled to receive accident or sick leave of one (1) day for each month of employment. Each employee may accumulate an unlimited amount of sick leave during the calendar year, but may carry over only up to a maximum of one thousand four hundred forty (1,440) hours of accident or sick leave per calendar year, with any amounts exceeding one thousand four hundred forty (1,440) hours on December 31st deemed forfeited. An employee who is unable to work for the reasons listed below shall be entitled to full salary for each hour of missed work up to the total number of accumulated hours of accident or sick leave:

- (a) An absence resulting from an employee's own mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or an employee's need for preventive medical care;
- (b) To allow the employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment for a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care;
- (c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason, and;
- (d) To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member, and;
- (e) When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76;
- (f) Solely for purposes of defining authorized sick leave usage under Section 8.1, "family member" shall include the following: (a) a child, including a biological, adopted or foster child, step-child, a child's spouse or a child to whom the employee stands in *loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto or foster parent, step-parent or legal guardian of an employee or an employee's spouse or registered domestic partner, or a person who stood in *loco parentis* when the employee was a minor child; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; or (g) sibling.
- (g) Employees in their probationary period shall accrue one (1) day of sick leave for each month of employment.
- (h) Employees shall be eligible to use sick leave once accrued and available in their leave bank.

8.1.1 Prior to and within two (2) years of the employee's retirement from the City of Marysville, an employee shall be allowed to convert unused sick leave to vacation days. Such conversion shall be one (1) day of vacation for each four (4) days of unused sick leave earned but not used in excess of sixty (60) days. Such leave shall be taken prior to retirement and shall not, in any case, be paid on a cash basis.

8.1.2 The certificate of a physician and/or a written report concerning the need for sick leave may be required by the Employer, and, if so required, shall be supplied by the employee in order to qualify for sick leave with pay. Such medical verification may be requested by the Employer after an employee has been absent for more than three (3) scheduled work days. When medical verification is required by the Employer, an employee shall have ten (10) calendar days, beginning on the date of the first sick leave absence, to obtain and provide the verification. An employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington State law, that cannot be adequately mitigated by the Employer. Sick leave payments are conditional on the employee contacting their immediate supervisors and reporting that they are sick or injured or need to use sick leave for one of the reasons stated in Article 8.1. This condition may be met by leaving a message with the immediate supervisor or lead person (unless circumstances make such notification impossible) each day they are sick or injured to remain eligible for sick leave payments. If the employee is unable to provide notice prior to the commencement of their regular work period, then the employee should provide notice as soon as reasonably possible thereafter. If necessary, the employee may designate another person (e.g., family member, friend, co-worker) to provide notice on their behalf.

- 8.1.2.1 Washington State Paid Family Medical Leave (PFML) – Eligible employees are covered by Washington’s PFML program, RCW 50A.04. Eligibility for leave and benefits, which began January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Employees will pay the appropriate premium as determined under RCW 50A.04.115. The Employer shall pay any remaining portion of the premium as required by law. Employees who are approved by the State for a benefit under PFML will be permitted to use their accrued leave balance as a “Supplemental Benefit” to bring them to full base pay, in accordance with provisions outlined by the State.
- 8.1.3 In the event of an industrial accident an employee shall be eligible to use sick leave to maintain full, regular wages through a leave buy back program as defined in the City’s Personnel Rules. If sick leave is exhausted, an employee may use vacation leave to maintain full, regular wages through a leave buy back program. Employees may also use accrued comp leave to maintain full, regular wages but comp leave is not eligible for leave buy back. Employees who elect to not use leave to maintain their full, regular wages or who have exhausted all available leave will be placed in a leave without pay status during which they will not accrue seniority, additional vacation or sick leave, or DRS service credits per DRS guidelines. Any impacts to seniority during a leave without pay status as a result of an industrial accident will be addressed in accordance with applicable provisions within the CBA.
- 8.1.3.1 Light Duty – The Employer agrees to abide by the Americans with Disabilities Act, the Washington State Law Against Discrimination and Employer policy regarding light duty. Both parties agree that the Employer policy, as defined in this Section, relates to the policy in place at the time of ratification.
- 8.1.4 Upon retirement or involuntary layoff, an employee may use sick leave earned but not used in excess of forty-five (45) days by converting to cash the surplus on the basis of one (1) day for four (4) sick leave days (eight [8] hours) for the purpose of extending Article 9 (Health and Welfare) coverage.
- 8.1.5 Sick Leave Conversion – Sick leave conversion shall be completed in accordance with City Policy 8.4 –Sick Leave.
- 8.2 Bereavement Leave - If an employee covered by this Agreement suffers a death in the "immediate family," such employee shall be allowed up to three (3) days’ pay to attend the funeral. Leave shall be granted to the employee by the Employer with the approval of their Supervisor. If travel is required with the distance greater than one hundred eighty (180) miles (one way), an additional two (2) paid days off shall be allowed to attend the funeral. "Immediate family" shall be defined as a spouse; domestic partner; children, step-children and children-in-law; parents, current step-parents and parents-in-law; siblings and siblings-in-law, and grandparents and grandchildren. Bereavement leave may be approved by the City Administrator beyond the allotted days. For any days beyond the three (3) original days, the employee may use compensatory time or vacation leave.
- 8.3 Jury Leave – Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally required witness in response to a subpoena or other directive, employees shall be allowed authorized leave and will receive full pay from the Employer. Jury duty, witness fees and other Court payments, except those for travel expenses, must be turned over to the Employer. Employees released from jury service when two (2) hours of their shift remain shall promptly contact their supervisor and report in if instructed. Employees scheduled to work on shifts other than day shifts shall be considered to be on day shift for the duration of jury duty.

- 8.4 Leave of Absence - A leave of absence may be granted to an employee upon approval by the City Administrator, preserving seniority status. Seniority shall not accrue during any such leave of absence in excess of thirty (30) calendar days.
- 8.5 Benefits For Regular Part-Time Employees - Regular part-time employees who work twenty (20) hours or more per week shall receive sick leave, bereavement leave and jury leave pay on a pro rata basis, predicated on the average daily hours worked in the payroll month the leave commences.
- 8.6 Family and Medical Leave - Notwithstanding any provisions to the contrary that may be contained elsewhere within this Agreement, employees shall be eligible for family medical leave in accordance with Federal law (FMLA), State leave laws and Employer Policy. For additional information, refer to the FMLA posting found on the Employer bulletin boards in each building. Additional information may also be found on the Washington State Office of Labor and Industries' website and the Employer's website. Qualifying employees shall be entitled to up to twelve (12) weeks of job-protected leave during a rolling twelve (12) month period.

ARTICLE 9 HEALTH AND WELFARE

9.1 Medical Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the Employer's current health plans. The Employer agrees to bargain the impact of any plan changes with the Union.

9.1.1 The Employer and the Union will establish a Health Reimbursement Arrangement/Voluntary Employees Benefit Association plan (HRA/VEBA) that will be funded to pay or reimburse eligible out-of-pocket health-care costs and premiums for the employees, their spouses and qualified dependents. This HRA/VEBA will allow funding through Article 7.3 vacation cash-outs and mandatory deductions from employees' wages. Rules regarding qualified contributions to the plan shall be as outlined by the chosen provider for this plan and the applicable Internal Revenue Service regulations. In no instance will an HRA/VEBA contribution be permitted that triggers actual tax liability under the "Cadillac tax" of the Affordable Care Act. The Employer will remit the amount deducted to the qualified HRA/VEBA plan on behalf of each employee. Each eligible employee is required to participate in this program and deduct the amount agreed upon each year by a vote of Union members.

9.2 If an employee chooses not to cover their dependents under the medical plans, the Employer will reimburse the employee fifty percent (50%) of the Employer's cost pursuant to the Employer's "Dual Coverage Medical Insurance Incentive Program Policy," provided the employee provides annual proof that their dependents have coverage through another employer's group health plan.

Example: Dependent Coverage: $\$385.75 \times 50\% = \192.88 - Spouse

$\$179.20 \times 50\% = \$ 89.60$ - First Dependent

$\$154.70 \times 50\% = \$ 77.35$ - Second Dependent

9.3 The parties agree to discuss Employer/employee health and welfare contributions as a part of the negotiation process for a successor Agreement.

9.4 Dental Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent current dental coverage. The parties will explore in Labor-Management Committee whether there are

alternative plans that may provide better coverage. The Parties agree to a limited reopener to bargain only Dental Insurance in 2026 for 2027. Bargaining for the limited reopener shall be completed by September 30, 2026 to ensure timely completion of benefits prior to open enrollment.

- 9.5 Vision Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Vision Service Plan.
- 9.6 Benefits for Regular Part-Time Employees - The Employer shall pay each month one hundred percent (100%) of the premiums necessary for the purchase of employee-only medical and dental coverage for regular part-time employees who work twenty (20) hours or more per week.
- 9.7 Industrial Insurance - The Employer shall pay for all employees one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Washington State Industrial Insurance Accident Fund, and fifty percent (50%) of the premiums necessary for the purchase of employee coverage under the Washington State Industrial Insurance Medical Aid Fund and Supplemental Pension Fund.
- 9.8 Changes to Insurance Coverage – During the term of this Agreement, the Employer has the discretion to move from fully-insured to self-insured coverage, or vice versa, provided employee benefit levels are not substantially altered. Should the Employer make such a change, it will notify the Union and agrees to bargain any impacts on employee insurance benefits.
- 9.9 Teamsters Retiree’s Welfare Trust - The bargaining unit may, during the term of this Agreement, as a whole, elect to participate in the Teamsters Retirees’ Welfare Trust, the cost of which shall be paid by the individual bargaining unit members by pay roll deduction from the employee’s wages. The City agrees to remit these payroll deductions to the Retirees Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., on a monthly basis.

ARTICLE 10 PENSION

- 10.1 The bargaining unit shall determine with a vote of eligible members the amounts, if any, that will be diverted from payroll increases into the Western Conference of Teamsters Pension Trust. Any contribution change will be applied by the Employer effective the first of the month after thirty (30) days’ notice is received by the Employer from the Union.

Mechanics

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	
04/01/2026	Three dollars and fifty cents (\$3.50)

Utilities, Streets, and Signals Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)
04/01/2019	One dollar and thirty-five cents (\$1.35)

Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (\$0.05¢)
01/01/2021	One dollar and five cents (\$1.05)

Solid Waste

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)

- 10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.
- 10.3 Probationary Employees – For regular employees working in the Utilities, Maintenance, Streets, and Signals Department, Solid Waste, Mechanics and Clerical employees serving a probationary period, the Employer will pay an hourly contribution rate of ten cents (\$0.10) during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply.
- 10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining-unit work; and for purposes of this Section the bargaining unit shall be defined as follows:
- All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension contributions shall not be remitted on employees within the bargaining unit who are considered to be temporary, seasonal, and/or casual employees.
- No person or third-party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer recreation employees and confirms that such work is not bargaining-unit work.
- 10.5 In the case where there are payouts of accrued hours (vacation, compensatory time, or sick leave), pension must be contributed on all compensable hours.
- 10.6 In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted only for compensable hours during the leave status.

ARTICLE 11 MISCELLANEOUS

11.1 Uniforms - When the Employer requires uniforms, employees shall wear the Employer-furnished uniforms. New employees shall be provided uniforms within thirty (30) days of their start date consistent with this Article.

11.1.1 The Employer will provide Police Department Clerical employees uniforms through the department's quartermaster system.

In addition, Clerical employees shall receive an annual shoe reimbursement of seventy-five dollars (\$75.00). Evidence Technicians shall receive an annual boot/shoe reimbursement of one hundred eighty dollars (\$180.00).

The Police Department Clerical and Evidence Technician employees shall be entitled to the same laundry service as other Police Department employees.

11.2 Boot Allowance - The Employer shall pay for the following amounts annually:

On an annual basis effective January 1 of each year, each eligible employee will be issued a purchase order (PO) for the purchase of work boots of up to two hundred fifty dollars (\$250). Purchased footwear must have a safety-toe and meet ASTM standards as described WAC 296-800-16060. Eligible Custodian employees will receive up to one hundred eighty dollars (\$180.00) to purchase protective footwear. Protective footwear for Custodial staff is not required to have a safety-toe but must have a slip-resistant sole. The Employer shall replace any work boots which were ruined in the performance of duty. If a replacement pair of boots is purchased by the Employer between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 of the following year. The employee may be required to turn in worn work boots to the Employer when replaced. Eligible new hires shall be provided a PO for the purchase of work boots no later than one (1) week after date of hire. Should an employee be hired between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 the following year.

11.2.1 Upon employment, the Employer shall provide employees with required uniforms and equipment to be used in performance of Employer duties, as stated in the following sections.

11.2.2 The Employer shall provide each new Utilities, Maintenance, Streets and Signal employee with the required uniform and equipment as follows:

Safety Boots* (as provided in Section 11.2)	
Pants (denim or Carhart style)***	3 pairs
Tee Shirts*	5 each (Self Serviced)
Sweat Shirt*	5 each (Self Serviced)
Shorts (denim or Carhart style)**	3 pair (Self Serviced)
Light Jacket*	1 each
Heavy Jacket*Insulated long Carhart style	1 each
Hat* Baseball style	1 each
Fleece Skull cap*	1 each
Coveralls or Bibs for Parks only*	1 insulated

Gloves*	as needed
Rain Gear*	1 set
Rubber Boots*	1 set
Mechanic Coveralls*	7 (Laundry service)
*Replaced when worn out.	
**Shorts shall be provided only with approval by the Safety Manager.	
***Three (3) pairs of pants issued annually and then replaced when worn out.	

- 11.2.3 The Employer shall provide Mechanic employees with 11 sets of shirts and pants, 7 coveralls, and 3 light jackets. Laundry service for issued uniforms to be provided by the Employer. Mechanic employees to receive reimbursement for purchase of one heavy jacket and hat and or skull cap, with replacement items purchased upon approval.
- 11.2.4 Prescription Safety Glasses - Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars (\$350.00). Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses. Employees may choose with prior approval from Department Director or designee to purchase from an alternate vendor using the department purchase card (Pcard) or reimbursement process.
- 11.3 Maintenance of Standards - Terms or conditions of employment shall be maintained at not less than the highest standards contained in Ordinances which were effective on the date that this Agreement became effective. Provided however, this Section does not preclude the adoption of new ordinances after good-faith bargaining with the Union. No employee shall suffer a reduction in wages solely as a result of this Agreement.
- 11.4 Education Reimbursement - Employees shall request in writing and provide necessary information as required by the Employer for consideration of prior approval for all courses and seminars. Such requests shall be submitted on forms supplied by the Employer and shall require the approval of the Human Resources Manager. All courses and seminars shall be subject to approval by the Department Head or the City Administrator. Payment or reimbursement shall only be made upon successful completion of the course. If work time is used as course time, vacation leave will be debited for unsuccessful course completion.
- 11.5 City Administrator - Acts of this Agreement required of the Mayor or City Administrator may be accomplished by persons to whom the Mayor or City Administrator has delegated such authority to act.
- 11.6 Compliance - No violation of this Agreement shall be found when a grievance arises as a result of the Employer's compliance with the Fair Labor Standards Act (FLSA).
- 11.7 Labor Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss. This Committee shall not replace operational

safety and staff meetings. An additional function of the Joint Labor-Management Conference Committee or another committee of Teamsters 763 bargaining-unit employees shall be to participate in discussions regarding employee benefits and ways that benefits can be improved or cost savings can be found.

- 11.8 Location Tracking or Data Collection Technology – Before the City expands the use of Rubicon, video or audio monitoring, or other location tracking or data collection technology, the City will provide reasonable written notice to this bargaining unit that includes an identification of the new tool and the specifics of the technology that will be activated. Following notice, and upon request, the City will bargain with this bargaining unit related to any mandatory bargaining subjects that are not already covered by the City's Rubicon Software Policy.

Notwithstanding the foregoing, for all Location Tracking or Data Collection Technology the following shall apply:

Location tracking or other data collected through the use of any new technology will not serve as a catalyst or primary basis to initiate an investigation and will not be relied solely on such data to take disciplinary action. However, the data may be used as a tool in a fact-finding investigation into a complaint made against a City employee or observable performance concern of a City employee. Furthermore, such data may be used in Performance Improvement Plans based on the nature of the performance issues being addressed.

Any real-time location tracking or live-monitoring function will be utilized as necessary, to address service-related needs or re-assignment of work or routes to meet operational needs. The live-monitoring function may also be used to address safety concerns of or about a driver, in a response to emergency situations or during adverse weather events.

- 11.9 Commercial Driver's License (CDL) Training – The City maintains a CDL training policy.
- 11.10 The Parties agree to review and discuss in the Labor-Management Conference Committee the Employer's personnel Policy 10.3 Employee Dress and Personal Appearance, to include standards for and provision of City issued logoed attire.

ARTICLE 12 NO STRIKE PROVISION

- 12.1 Nothing contained in this Agreement shall permit or be construed to grant an employee or group of employees the right to strike or refuse to perform their prescribed duties.

ARTICLE 13 EMPLOYER RIGHTS

- 13.1 The Employer has and shall retain the exclusive right to manage and direct the performance of the Employer's services and the work force performing such service.
- 13.2 The Employer has and shall retain the exclusive right to determine issues of and to determine the merits, necessity or organization of any service or activity conducted by the Employer.
- 13.3 The Employer has and shall retain the exclusive right to determine and change the facilities, methods, means and personnel by which the Employer's operations are to be conducted; to expand or diminish services and programs; to determine and change the number of locations, relocations and types of operations and the processes and materials to be employed.
- 13.4 The Employer has and shall retain the exclusive right to determine the size and

composition of the work force; to assign work to all of its employees in accordance with requirements as determined by the Employer, and to establish work assignments and to set work schedules in the best interests of the Employer.

- 13.5 The Employer has and shall retain the exclusive right to relieve employees from duty because of lack of work or other non-disciplinary reasons; to discharge, suspend, or otherwise discipline employees for proper cause; to determine position classifications; to hire, transfer, promote and demote its employees for non-disciplinary reasons; to determine policies, procedures and standards for retention, selection, training and promotion of employees; to establish performance standards; to maintain the efficiency and effectiveness of governmental operations; to take any and all necessary actions to carry out its missions in emergencies; to exercise control and discretion over its services and to maintain the economy desirable for the performance of the Employer's services.
- 13.6 Employee duties connected with Employer operations are not necessarily specified in the job description and job descriptions shall not limit the Employer's right to assign such duties as the needs of the Employer may require.
- 13.7 Emergency work requiring a quick response for work of short duration may be accomplished by appropriately skilled and responsible employees of the Employer. Projects requiring other than emergency response, or of only a limited period of time to remedy, shall be accomplished by personnel normally utilized for such purposes, unless economy and efficiency indicate the need for an alternate solution.
- 13.8 If requested by either party, renegotiation of an applicable Article during the term of this Agreement shall result if Federal/State legislation mandates implementation of new policies regarding specific issues covered by this Agreement. The effective date of such a renegotiated Article shall be the date on which the parties agree to the revised Article.

ARTICLE 14 DISCIPLINE AND DISCHARGE

- 14.1 The Employer shall not discipline an employee who has completed the probationary period without just cause. Disciplinary actions shall include verbal warning reduced to writing, written warning, suspension, demotion or discharge. The Employer shall use the principle of progressive discipline in the administration of employee discipline.
- 14.2 Disciplinary action must be taken within thirty (30) calendar days of the Employer's completion of its investigation of the incident which is the basis for the disciplinary action. The Employer must provide a general notice to the Union and affected employees upon commencement of any investigation (except criminal) reasonably likely to lead to discipline.
 - 14.2.1 The period of any investigation shall not exceed forty-five (45) days unless the Employer shall have provided notice to the Union of an "Extended Investigation;" a confidential review of the progress to date and a date certain for completion of the investigation. The forty-five (45) day investigation period shall begin at such time as Human Resources has knowledge of the alleged misconduct of the employee. Should the Union give notice of objection to an "Extended Investigation" at the time of notice from the Employer, such notice shall reserve to the Union all arguments regarding timeliness of the Employer's action in the event of a subsequent grievance under Article 15, Grievance Procedure.
- 14.3 Verbal and written warnings shall not remain in effect for purposes for progressive discipline for a period of more than twelve (12) months from the date of the notice. Any disciplinary action above a written warning shall not remain in effect for purposes of progressive discipline for a period of more than twenty-four (24) months from the date of the notice. A copy of any disciplinary action notices shall be sent to the Union at the time it is issued to the employee.

- 14.4 Coaching is considered feedback to an employee intended to improve performance or conduct that is not considered disciplinary, is not grievable and shall not be maintained in the employee's personnel file.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.1 A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. Grievances shall be filed in writing at Step 1 within thirty (30) days (ten [10] days for discipline) of the alleged violation. The Parties may mutually agree to advance a grievance to a higher Step in the grievance process to begin the process. If any such grievance arises it shall be processed in accordance with the following procedure.

- 15.1.1 Step 1 Manager or designee - A grievance shall first be presented by the affected employee and their shop steward (if the steward is requested to do so by the employee) in writing to the employee's manager or designee. The written notification shall set forth the facts. The manager shall schedule a meeting with the employee and shop steward within fifteen (15) calendar days of receiving the grievance notification. The manager shall make every effort to resolve the grievance and shall issue a written decision to the employee and shop steward within fifteen (15) calendar days of the grievance meeting.

- 15.1.2 Step 2 Department Director – If the grievance is not resolved at Step 1, the Union shall submit the written grievance to the Department Director within fifteen (15) calendar days of the date of the Step 1 response. The written grievance shall set forth the facts and the remedy requested. The Department Director shall convene a meeting within fifteen (15) calendar days with the Union Representative and the employee. The Department Director shall give a written response to the Union within fifteen (15) calendar days after the grievance meeting.

- 15.1.3 Step 3 City Administrator - If the grievance is not resolved at Step 2, the Union shall have the right to submit the grievance to the City Administrator within fifteen (15) calendar days from the date of the Step 2 response. The City Administrator shall convene a meeting within fifteen (15) calendar days with the Union Representative and Employer representatives, as deemed necessary by the Employer. The City Administrator shall give a written response to the Union within fifteen (15) calendar days after the grievance meeting.

- 15.1.4 Step 4 Mediation – If the matter is not resolved at Step 3, then the parties shall have fifteen (15) calendar days from the date of the Step 3 response to upon mutual agreement submit the issue to non-binding mediation. The parties shall use a mediator provided by the Public Employment Relations Commission (PERC). The parties recognize that mediation is a voluntary process and that all discussions in mediation, if unsuccessful, shall be considered off the record for the purpose of arbitration and deemed not relevant. Should the parties reach a resolution from mediation, the resolution shall be reduced to writing, signed and considered final and binding.

- 15.1.5 Step 5 Arbitration - If the grievance is not resolved at Step 4, or the parties have not mutually agreed to use mediation, the Union shall have the right to submit the grievance to arbitration. The demand for arbitration shall be submitted to the City Administrator within fifteen (15) calendar days of receipt by the Union of the Step 4 response or fifteen (15) calendar days after mediation was unsuccessfully attempted.

- 15.2 The Employer and the Union shall promptly after receipt of a demand for arbitration select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within three (3) working days after receipt of the demand for arbitration, the Union may request a list of eleven (11) arbitrators from, the Public Employment Relations Commission (PERC). After receipt of the list, the parties shall alternately strike names of

arbitrators until only one (1) name remains who, upon hearing the dispute, shall render a decision which shall be final and binding upon all parties.

- 15.2.1 The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.
- 15.3 Nothing prevents an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 15.4 The expense of the arbitrator, the cost of any hearing room and the cost of a short-hand reporter required by the arbitrator, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Union.
- 15.5 The Union and Employer shall each have the privilege of making an opening statement, either oral or typewritten. The Union and Employer must be accorded a fair and reasonable opportunity to be heard; to present evidence, both documentary and oral, including affidavits by their representative or by others; and afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when reasonably requested and when practical, make employees available as witnesses without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal. The arbitrator may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as the parties may agree.
- 15.6 The foregoing time elements may be extended by mutual agreement of the parties.

ARTICLE 16 SAVINGS CLAUSE

- 16.1 It is the intention of the parties to comply with all applicable laws and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any provisions shall be declared invalid or inoperative by a court of final jurisdiction; provided however, any such findings shall have no effect whatsoever on the remainder of this Agreement. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement.

ARTICLE 17 EMPLOYER VEHICLES

- 17.1 The Employer shall provide Employer vehicles to court clerks and any other employees who in the performance of their job duties and responsibilities are required to travel to jails, hearings and courts outside of the City limits. When employees are required to travel outside of the City limits for job duties and responsibilities, employees may use a City vehicle, if one is available or appropriate for the circumstances, or may be reimbursed for personal vehicle use consistent with City policy.

ARTICLE 18 SAFETY, EQUIPMENT, VEHICLES AND CONDITIONS

- 18.1 The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by law.
- 18.1.2 The Employer will provide seasonal/temporary maintenance employees in Utilities, Maintenance, Streets, and Signals with access to rain gear, rubber boots (including steel-toed rubber boots), and any other safety-required equipment, with the exception of steel-toed work boots, which employees must purchase on their own.
- 18.2 The Employer and employees covered by and Party to this collective bargaining agreement

are expected to comply with W.I.S.H.A. (Washington Industrial Safety and Health Act) regulations and City policies and rules related thereto. Employees knowingly violating such policies, rules and regulations shall be subject to disciplinary action which may include suspension and discharge. No supervisor shall require an employee to go or be in any employment or place of employment which is not safe according to W.I.S.H.A. standards, as determined by the City's Safety Manager.

ARTICLE 19 DURATION

19.1 Except for those provisions that indicate otherwise, this Agreement shall be effective January 01, 2026, and shall remain in full force and effect through December 31, 2027 and shall remain in effect during the course of negotiations on a successor Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By _____
Chad Baker
Secretary-Treasurer

By _____
Jon Nehring
Mayor

Date _____

Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)
January 01, 2026 through December 31, 2027

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 The parties agree to add the following pay rates for seasonal/temporary maintenance employees in Utilities, Maintenance, Streets and Signals:

AT HIRE	YEAR 2	YEAR 3
\$21.00	\$22.00	\$23.00

Years are calculated from the original date of hire.

A.2 Effective January 01, 2026, the annual and hourly rates of pay shall be increased by a three percent (3%) retroactive for all bargaining-unit employees actively on the payroll at the time of execution of this Agreement by the Union and the Employer, including those employees who separated from the Employer by retirement or injury since January 01, 2026.

The following constitutes the annual and hourly rates of pay for each pay grade for those classifications covered by this Agreement:

CITY OF MARYSVILLE
TEAMSTERS PAY GRID
January 01, 2026 with 3% increase

2023 Classifications	2023 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodian	U20	\$48,462	\$49,916	\$51,413	\$52,956	\$54,545	\$56,181	\$57,585	\$59,025
Maintenance Assistant		\$23.30	\$24.00	\$24.72	\$25.46	\$26.22	\$27.01	\$27.69	\$28.38
Customer Service Representative	U25	\$58,155	\$59,899	\$61,696	\$63,547	\$65,453	\$67,417	\$69,103	\$70,830
Parks Maintenance Tech I		\$27.96	\$28.80	\$29.66	\$30.55	\$31.47	\$32.41	\$33.22	\$34.05
Streets Maintenance Tech I									
Custodian Lead									
Accounting Tech – AP	U30	\$61,644	\$63,493	\$65,398	\$67,360	\$69,381	\$71,462	\$73,249	\$75,080
Accounting Tech - Utility Billing		\$29.64	\$30.53	\$31.44	\$32.38	\$33.36	\$34.36	\$35.22	\$36.10
Permit Technician									
Purchasing/Inventory Specialist									
PW Administrative Assistant									
Storm/Sewer Tech I									
Utility Locator									
Add WWTP Operator in Training at U30									

2023 Classifications	2023 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Judicial Process Specialist	U35	\$66,575	\$68,573	\$70,630	\$72,749	\$74,931	\$77,179	\$79,109	\$81,086
Meter Technician		\$32.01	\$32.97	\$33.96	\$34.98	\$36.02	\$37.11	\$38.03	\$38.98
Parks Administrative Associate									
Parks Maintenance Tech II									
Police Public Disclosure Specialist									
Police Records Tech									
Solid Waste Tech II									
Streets Maintenance Tech II									
Storm/Sewer Tech II									
Traffic Maintenance Worker II									
Traffic Control Systems Tech									
Evidence Specialist	U40	\$70,570	\$72,687	\$74,868	\$77,114	\$79,427	\$81,810	\$83,855	\$85,951
Parks Administrative Specialist		\$33.93	\$34.95	\$35.99	\$37.07	\$38.19	\$39.33	\$40.31	\$41.32
Planning Administrative Specialist									
PW Administrative Specialist									
Police Administrative Specialist									
Senior Accounting Tech									
Senior Permit Tech									
WWTP Maintenance Tech I									
Cross Connection Control Specialist	U45	\$74,098	\$76,321	\$78,611	\$80,969	\$83,398	\$85,900	\$88,048	\$90,249
Parks Maintenance Lead I		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39
Police Records Tech Lead									
Streets Maintenance Lead I									
Storm/Sewer Lead I									
Water Operations Tech II									
Construction Tech II									
Water Quality Specialist									
Add WWTP Operator I at U45									
Facilities Maintenance Journeyman	U50	\$79,285	\$81,664	\$84,114	\$86,637	\$89,236	\$91,913	\$94,211	\$96,566
Industrial Waste/Pretreatment Technician		\$38.12	\$39.26	\$40.44	\$41.65	\$42.90	\$44.19	\$45.29	\$46.43
Mechanic									
Parks Maintenance Lead II									
Streets Maintenance Tech Lead II									
Storm/Sewer Tech Lead II									
Solid Waste Lead II									
WWTP Operator Renamed to WWTP Operator III and moved to U55									
Construction Lead I									
Water Operator Renamed to WTP Maintenance Lead I and moved to U45									
Mechanic Lead II	U55	\$84,835	\$87,380	\$90,002	\$92,702	\$95,483	\$98,347	\$100,806	\$103,326
Senior Traffic Control Systems Tech		\$40.79	\$42.01	\$43.27	\$44.57	\$45.91	\$47.28	\$48.46	\$49.68
Construction Lead II									
Water Operations Lead II									
Water Quality Lead									
Moved to U60									
Moved to U60									
Utility Electrician									

2023 Classifications	2023 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Add WWTP Operator II to U50 Add WWTP Maintenance Lead I to U50									

A.3 Effective January 01, 2027, the annual and hourly rates of pay shall be increased by three percent (3%). The following constitutes the annual and hourly rates of pay for each pay grade for those classifications covered by this Agreement:

CITY OF MARYSVILLE
TEAMSTERS PAY GRID
January 01, 2027 with 3% increase

2024 Classifications	2024 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodian	U20	\$50,885	\$52,412	\$53,984	\$55,604	\$57,272	\$58,990	\$60,464	\$61,976
Maintenance Assistant		\$24.46	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36	\$29.07	\$29.80
Customer Service Representative	U25	\$61,063	\$62,894	\$64,781	\$66,724	\$68,726	\$70,788	\$72,558	\$74,372
Parks Maintenance Tech I		\$29.36	\$30.24	\$31.14	\$32.08	\$33.04	\$34.03	\$34.88	\$35.76
Streets Maintenance Tech I									
Custodian Lead									
Accounting Tech – AP	U30	\$64,726	\$66,668	\$68,668	\$70,728	\$72,850	\$75,035	\$76,911	\$78,834
Accounting Tech - Utility Billing		\$31.12	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07	\$36.98	\$37.90
Permit Technician									
Purchasing/Inventory Specialist									
PW Administrative Assistant									
Storm/Sewer Tech I									
Utility Locator									
Judicial Process Specialist	U35	\$69,904	\$72,002	\$74,162	\$76,386	\$78,678	\$81,038	\$83,064	\$85,140
Meter Technician		\$33.61	\$34.62	\$35.65	\$36.72	\$37.83	\$38.96	\$39.93	\$40.93
Parks Administrative Associate									
Parks Maintenance Tech II									
Police Public Disclosure Specialist									
Police Records Tech									
Solid Waste Tech II									
Streets Maintenance Tech II									
Storm/Sewer Tech II									
Traffic Maintenance Worker II									
Traffic Control Systems Tech									
Evidence Specialist	U40	\$74,099	\$76,321	\$78,611	\$80,970	\$83,398	\$85,901	\$88,048	\$90,249
Parks Administrative Specialist		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39
Planning Administrative Specialist									
PW Administrative Specialist									
Police Administrative Specialist									
Senior Accounting Tech									
Senior Permit Tech									
WWTP Maintenance Tech I									

2024 Classifications	2024 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Cross Connection Control Specialist	U45	\$77,803	\$80,137	\$82,542	\$85,017	\$87,568	\$90,195	\$92,450	\$94,761	
Parks Maintenance Lead I		\$37.41	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	\$44.45	\$45.56	
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$83,249	\$85,747	\$88,320	\$90,969	\$93,698	\$96,509	\$98,922	\$101,394	
Industrial Waste/Pretreatment Technician		\$40.02	\$41.22	\$42.46	\$43.74	\$45.05	\$46.40	\$47.56	\$48.75	
Mechanic										
Parks Maintenance Lead II										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II		U55	\$89,077	\$91,749	\$94,502	\$97,337	\$100,257	\$103,264	\$105,846	\$108,492
Senior Traffic Control Systems Tech	\$42.83		\$44.11	\$45.43	\$46.80	\$48.20	\$49.65	\$50.89	\$52.16	
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										

- A.4 Prior Work Experience - New employees may be given credit for prior work experience in computing entry salary. Such experiences may qualify the employee to start at an advanced Step, up to Step 4, of the appropriate classification, with an additional adjustment up to and including Step 5 as the maximum, conditioned upon successful completion of the probationary period. For example, a qualified lateral employee may be hired at Step 4 as the starting salary, and then be increased to Step 5 upon completing the probationary period. If the Employer is unable to hire a qualified candidate for a position at or below Step 4 and it needs to address a Pay Step greater than 4, the Employer shall meet, confer and bargain with the Union over the position and Pay Step before hiring a candidate to fill the position. Employees who have performed bargaining unit work within the prior twelve (12) months shall receive credit for such time worked in determining the employees' initial Step as a regular employee, provided such work is comparable to the current position. Length of service for fringe benefits shall begin with the date of hire as a regular employee.
- A.5 Step Advancement - Step advancement will occur in the first pay period following completion of twelve months from the previous step advancement or twelve months from the effective date of a classification change.
- A.6 Promotion - An employee who is promoted from one classification to another shall be placed into not less than the lowest pay Step of the higher classification which still provides for an increased rate of pay higher than currently being received by the employee prior to the promotion; provided however, in no event shall the increase be less than two and one-half percent (2.5%) above the rate of the former position.

A.7 Longevity Pay - The following shall be the longevity pay for employees covered by this Agreement. Increases shall become effective with the employee's anniversary date of employment and upon completion of an employee's fifth (5th) year of service. The below longevity amounts shall be increased on January 1st of each year, effective upon ratification by the general wage increase provided for that year.

2026 (3% increase over current rates) effective upon ratification:

05 -10 years	\$72.10 per month
11-15 years	\$97.85 per month
16 - 20 years	\$123.60 per month
21 and over	\$175.10 per month

2027 (3% increase over 2026 rates) effective January 1, 2027:

05 -10 years	\$74.26 per month
11-15 years	\$100.79 per month
16 - 20 years	\$127.31 per month
21 and over	\$180.35 per month

A.8 Higher Classification: An employee who has been assigned by management to perform the majority of the duties of a higher classification shall be paid at a Step in the higher classification that still provides a minimum increase of five percent (5.0%) over the employee's regular rate of pay, provided, however, the employee has worked at least three (3) shifts and one (1) hour in such capacity, which shall be paid retroactively to the first hour of work in the higher classification. If no assignment has been made by management the most senior employee shall be assigned and receive the higher pay. If the higher classification is outside of the bargaining unit, an employee may decline assignment to the higher classification.

A.9 Lead Position - In the event the Employer establishes a Lead position(s), the Employer and Union shall meet to establish the appropriate pay grade for such position.

A.10 The Employer agrees to give seasonal/temporary maintenance employees in Utilities, Maintenance, Streets and Signal who have performed satisfactorily and competently from the previous year the first right of refusal for seasonal positions available the following year. Former seasonal/temporary maintenance employees in Utilities, Maintenance, Streets and Signal will receive offers in order based on the number of hours worked in the previous season and performance.

A.11 The Employer's hiring practices will remain as they historically have – the Employer will hire seasonal/temporary maintenance employees in Utilities, Maintenance, Streets and Signal based on need, primarily for the period of March through October. The Employer, however, reserves the right to hire and manage the workforce based on operational needs throughout the year. The Employer will not terminate or decline to bring back in subsequent seasons a seasonal/temporary maintenance employee in Utilities, Maintenance, Streets and Signal based solely on that employee reaching the three hundred forty-seven (347) hour threshold and/or higher pay scale. The Employer may hire seasonal/temporary maintenance employees in Utilities, Maintenance, Streets and Signal with the expectation that they will not work more than one thousand two hundred (1,200) hours in a twelve (12) month period.

A.12 The Employer agrees that seasonal/temporary maintenance employees in Utilities, Maintenance, Streets and Signal are to be used to supplement the full-time work force, not supplant it. The Employer agrees that the type of work assignments performed by seasonal/temporary maintenance employees in Parks and Public Works will remain status quo.

- A.13 The Union agrees that the initial fee for seasonal/temporary maintenance employees in Utilities, Maintenance, Streets and Signal will be spread evenly over four (4) months.
- A.14 The Employer and the Union agree to use a twelve (12) month period, rolling backwards, in determining whether a seasonal/temporary maintenance employee in Utilities, Maintenance, Streets and Signal has crossed the threshold of three hundred forty-seven (347) hours or one thousand two hundred (1,200) hours. The Employer and the Union agree that the first twelve (12) month rolling period will begin on June 1, 2016, and that hours worked by any seasonal/temporary maintenance employee in Utilities, Maintenance, Streets and Signal prior to June 1, 2016, will not count toward any threshold for crossing three hundred forty-seven (347) or one thousand two hundred (1,200) hours.
- A.15 Both parties agree to meet and begin bargaining six (6) months prior to the expiration of the collective bargaining Agreement.
- A.16 The parties agree to review and discuss in the Labor-Management Conference Committee whether the following classifications warrant additional compensation or reclassification based on an objective market analysis, classification review will be completed by June 30, 2026. If there is an increase warranted it will be effective upon ratification of the MOU of any change to compensation associated with the review:
- Permit Technician
 - Traffic Maintenance Worker II
 - Senior Traffic Control Systems Technician
 - Storm/Sewer Tech II
 - Storm/Sewer Tech Lead I
 - Accounting Tech - Utility/Billing
- A.18 By or before June 30, 2026, the parties agree to review and discuss in the Labor-Management Conference Committee classifications that may utilize a pesticide license, including compensation, based on classification review of the City and comparable employers.
- A.19 The following shall apply consistent with the Parties' grievance resolution MH-24-10.
- If a project is projected and known in advance to take greater than three days to complete, then the project will be assigned to the Utility Construction division. Projects anticipated to be three days or less in length will be assigned to the Storm / Sewer division to complete. The division's Supervisor or Manager shall be responsible for reviewing and confirming the anticipated project timeline before project assignment to a division. If a project completed by the Storm / Sewer division extends beyond three days, the following positions in the division will be entitled to out-of-class higher classification pay in accordance with Article A. 10 of the CBA:
- Storm / Sewer Tech II as Construction Tech II (U45)
 - Storm / Storm Tech, Lead I as Construction Tech, Lead I (U50)

A.20 No Pyramiding (Stacking is allowed). For all premiums and differentials, such premiums and differentials shall be calculated off the employee's base rate of pay and shall not pyramid.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By _____ By _____
Chad Baker Jon Nehring
Secretary-Treasurer Mayor

Date _____ Date _____

APPENDIX "B"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 1, 2026 through December 31, 2027

CITY OF MARYSVILLE CERTIFICATION PAYS

Professional Certification Pay Premium.

A. Professional Certifications.

Classifications in the Water Utility shall be eligible to receive a premium of five percent (5%) for any of the following certifications held above the requirements in the employee's current classification. Regardless of the number of certifications held, the employee shall receive a maximum of five percent (5%) certification pay.

Water Distribution Manager II
Water Distribution Manager III
Water Distribution Manager IV
Water Treatment Plant Operator II

Classifications in the Wastewater Utility shall be eligible to receive a premium of five percent (5%) for any of the following certifications above the requirements in the employee's current classification. Regardless of the number of certifications held, the employee shall receive a maximum of five percent (5%) certification pay.

Wastewater Operator Group II
Wastewater Operator Group III
Wastewater Operator Group IV

It is the employee's obligation to submit to Human Resources evidence of such certification, and the above premiums shall not be applicable until such time as the evidence of the certification is provided to Human Resources by the employee. Should any employee fail to maintain the higher-level certification as described above, the employee is obligated to inform the City as soon as practicable and the certification pay shall cease immediately upon the date of the loss of the certification.

B. Maintenance of Certifications. Any employee who possesses any of the following certifications shall have the cost of maintaining such existing certifications paid by the City, regardless of the classification held.

Water Distribution Manager I
Water Distribution Manager II
Water Distribution Manager III
Water Distribution Manager IV
Water Treatment Plant Operator I
Water Treatment Plant Operator II
Wastewater Operator Group I

Wastewater Operator Group II
Wastewater Operator Group III
Wastewater Operator Group IV

The costs the City shall pay are paid hours for classes and/or tests to maintain certifications, as well as paying the cost for any classes, licenses, and certifications.

APPENDIX "C"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 1, 2026 through December 31, 2027

Solid Waste Positions

Appendix C applies to Solid Waste Positions only.

- C.1 Solid Waste Step Placement – New employees hired into the Solid Waste Tech II position will begin at (U 35) Step 4 and will move to Step 5 after successful completion of their probationary period. If a new employee has three or more years of directly related experience in residential solid waste collections, they will begin at Step 6. If a current employee transfers out of the solid waste division to another position within the Union's collective bargaining agreement, their pay step in the new position will be determined based on their cumulative years of service with the Employer.
- C.2 Solid Waste Meal Periods – Solid waste employees who are scheduled to work more than five (5) hours in a day shall be allowed an unpaid meal period of at least thirty (30) minutes between their second (2nd) and fifth (5th) hours of work. Quarterly, upon written request via a form provided by the City, and with mutual agreement by the Employer, Solid Waste employees may voluntarily waive their meal period. The waiver may be revoked by either Party at any time, in writing via a form provided by the City, with one (1) working day's notice prior to the revocation. The parties agree that applicable state law applies to the waiver of employee meal periods.
- C.3 Route Bidding (Sanitation Department) – The Employer agrees that Solid Waste drivers will be allowed at least annually to bid in seniority order on their garbage routes. Routes shall be established by management. Management maintains the ability to reassign routes based on vacancies, leave situations, training purposes and performance. The Employer agrees to put any performance-related route reassignment in writing to the employee, with an opportunity for the employee to correct the performance issue.
- C.4 The parties agree to review and discuss during collective bargaining negotiations whether or not the Solid Waste Tech II and Solid Waste Lead II positions warrant additional compensation based on an objective market analysis using both public and/or private sector data. Private sector data may include information from Waste Management, Republic Services, Rubatino Refuse Removal, and Rabanco as available.

APPENDIX "D"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 1, 2026 through December 31, 2027

CITY OF MARYSVILLE DEPARTMENTS/DIVISIONS/WORKGROUPS

- 1) **FINANCE**
 - Accounting
 - Utility Billing

- 2) **PARKS AND RECREATION**
 - Athletics
 - Recreation
 - Parks
 - Administration

- 3) **ENGINEERING SERVICES**
 - Engineering
 - Development Engineering Services
 - Transportation
 - Streets Maintenance
 - Traffic

- 4) **UTILITIES & MAINTENANCE SERVICES**
 - Maintenance Services & Solid Waste
 - Parks Maintenance
 - Fleet & Facilities
 - Solid Waste
 - Water Utility
 - Water Quality
 - Water Utility
 - Storm & Wastewater Utility
 - Water Resources
 - Storm / Sewer

- 5) **POLICE**
 - Police Clerical
 - Evidence/Property
 - Records
 - Administration

- 6) **COMMUNITY DEVELOPMENT**
 - Planning and Building
 - Permit Services

- 7) **COURT**

- 8) **INFORMATION SERVICES**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** Amending the Current Salary Grids for Teamster Represented Positions, Effective 1/1/2026

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

SUMMARY: Staff requests that Council approve a revised and drafted 2026 Salary Grid for Teamsters represented positions, effective 1/1/2026. The drafted salary grids are presented with a 3% COLA increase for all Teamster represented positions per the terms of the approved and applicable collective bargaining agreement.

ATTACHMENTS:
[Resolution - Teamsters Salary Grid Update 3.9.26.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING THE CURRENT PAY CLASSIFICATIONS AND
GRADES OR RANGES FOR THE TEAMSTERS LOCAL #763 REPRESENTED
POSITIONS.**

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

WHEREAS, the City has a collective bargaining agreement with the Teamsters Local #763 that provides a 3.0% increase to base wage for all positions represented by the collective bargaining agreement effective January 1, 2026; and

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

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2026.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

EXHIBIT A

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2026

3% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 89,886 \$ 43.22	\$ 92,590 \$ 44.52	\$ 95,342 \$ 45.85	\$ 98,197 \$ 47.22	\$ 101,181 \$ 48.65	\$ 104,189 \$ 50.09	\$ 107,325 \$ 51.59	\$ 110,027 \$ 52.90	\$ 112,754 \$ 54.21	Annual Hourly
M113	Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor Permit Services Supervisor	\$ 97,968 \$ 47.10	\$ 100,900 \$ 48.50	\$ 103,960 \$ 49.98	\$ 107,044 \$ 51.46	\$ 110,281 \$ 53.01	\$ 113,597 \$ 54.61	\$ 116,987 \$ 56.25	\$ 119,918 \$ 57.65	\$ 122,902 \$ 59.09	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I Assistant City Attorney	\$ 105,183 \$ 50.57	\$ 108,345 \$ 52.09	\$ 111,607 \$ 53.65	\$ 114,920 \$ 55.25	\$ 118,389 \$ 56.92	\$ 121,932 \$ 58.62	\$ 125,629 \$ 60.40	\$ 128,740 \$ 61.89	\$ 131,950 \$ 63.44	Annual Hourly
M115	Administrative Services Supervisor Fleet and Facilities Supervisor IT Services Supervisor Assistant Court Administrator	\$ 112,576 \$ 54.13	\$ 115,917 \$ 55.73	\$ 119,408 \$ 57.40	\$ 123,002 \$ 59.13	\$ 126,700 \$ 60.91	\$ 130,498 \$ 62.74	\$ 134,424 \$ 64.62	\$ 137,738 \$ 66.22	\$ 141,178 \$ 67.88	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Quality Supervisor Water Resource Supervisor Safety Manager Emergency Preparedness Manager GIS Manager IT Analyst Supervisor	\$ 120,454 \$ 57.91	\$ 124,048 \$ 59.64	\$ 127,769 \$ 61.43	\$ 131,594 \$ 63.27	\$ 135,546 \$ 65.17	\$ 139,624 \$ 67.13	\$ 143,806 \$ 69.13	\$ 147,398 \$ 70.86	\$ 151,070 \$ 72.63	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager IT Operations Supervisor HR Supervisor Communications Manager Police Administrative Services Manager	\$ 126,443 \$ 60.79	\$ 130,244 \$ 62.62	\$ 134,143 \$ 64.50	\$ 138,170 \$ 66.42	\$ 142,353 \$ 68.44	\$ 146,584 \$ 70.47	\$ 150,993 \$ 72.59	\$ 154,767 \$ 74.41	\$ 158,642 \$ 76.26	Annual Hourly
M118	Senior Project Manager City Traffic Engineer Legal Services Manager	\$ 132,793 \$ 63.85	\$ 136,743 \$ 65.74	\$ 140,848 \$ 67.71	\$ 145,080 \$ 69.75	\$ 149,464 \$ 71.86	\$ 153,926 \$ 74.01	\$ 158,540 \$ 76.22	\$ 162,516 \$ 78.14	\$ 166,572 \$ 80.08	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation Services Manager Court Administrator Lead Prosecutor Development Engineering Services Manager Capital Engineering Manager Maintenance Services & Solid Waste Manager	\$ 139,420 \$ 67.03	\$ 143,601 \$ 69.04	\$ 147,910 \$ 71.10	\$ 152,345 \$ 73.23	\$ 156,908 \$ 75.44	\$ 161,626 \$ 77.70	\$ 166,468 \$ 80.03	\$ 170,625 \$ 82.03	\$ 174,905 \$ 84.09	Annual Hourly
M120	No Position	\$ 146,379 \$ 70.37	\$ 150,764 \$ 72.48	\$ 155,277 \$ 74.65	\$ 159,967 \$ 76.90	\$ 164,761 \$ 79.21	\$ 169,707 \$ 81.59	\$ 174,803 \$ 84.04	\$ 179,163 \$ 86.14	\$ 183,648 \$ 88.29	Annual Hourly
M121	No Position	\$ 153,721 \$ 73.91	\$ 158,336 \$ 76.13	\$ 163,051 \$ 78.38	\$ 167,947 \$ 80.74	\$ 172,994 \$ 83.17	\$ 178,194 \$ 85.67	\$ 183,549 \$ 88.25	\$ 188,111 \$ 90.43	\$ 192,802 \$ 92.69	Annual Hourly
M122	Deputy City Attorney	\$ 161,395 \$ 77.60	\$ 166,213 \$ 79.91	\$ 171,210 \$ 82.31	\$ 176,385 \$ 84.80	\$ 181,662 \$ 87.34	\$ 187,092 \$ 89.95	\$ 192,702 \$ 92.64	\$ 197,544 \$ 94.98	\$ 202,464 \$ 97.35	Annual Hourly
M123	No Position	\$ 177,532 \$ 85.35	\$ 182,859 \$ 87.92	\$ 188,342 \$ 90.55	\$ 193,999 \$ 93.27	\$ 199,786 \$ 96.05	\$ 205,803 \$ 98.94	\$ 211,973 \$ 101.92	\$ 217,274 \$ 104.46	\$ 222,706 \$ 107.08	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director Assistant Police Chief	\$ 190,184 \$ 91.43	\$ 195,890 \$ 94.17	\$ 201,767 \$ 97.01	\$ 207,820 \$ 99.91	\$ 214,055 \$ 102.91	\$ 220,476 \$ 106.00	\$ 227,090 \$ 109.18	\$ 232,768 \$ 111.91	\$ 238,586 \$ 114.71	Annual Hourly
M125	Finance Director	\$ 199,695 \$ 96.01	\$ 205,687 \$ 98.89	\$ 211,858 \$ 101.86	\$ 218,213 \$ 104.91	\$ 224,759 \$ 108.06	\$ 231,502 \$ 111.30	\$ 238,447 \$ 114.64	\$ 244,409 \$ 117.50	\$ 250,519 \$ 120.44	Annual Hourly
M126	Police Chief City Attorney Engineering Services Director Utilities and Maintenance Services Director	\$ 209,694 \$ 100.82	\$ 215,984 \$ 103.83	\$ 222,464 \$ 106.96	\$ 229,137 \$ 110.16	\$ 236,011 \$ 113.46	\$ 243,091 \$ 116.87	\$ 250,385 \$ 120.38	\$ 256,644 \$ 123.38	\$ 263,061 \$ 126.47	Annual Hourly
M130	City Administrator	\$ 226,634 \$ 108.95	\$ 233,433 \$ 112.23	\$ 240,436 \$ 115.60	\$ 247,649 \$ 119.06	\$ 255,078 \$ 122.63	\$ 262,730 \$ 126.31	\$ 270,613 \$ 130.10	\$ 277,378 \$ 133.35	\$ 284,312 \$ 136.69	Annual Hourly

NON REPRESENTED PAY GRID 2026

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

MPMA - COMMANDER PAY GRID 2026						
3% Increase						
TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	
Police Commander	\$ 173,202	\$ 180,544	\$ 188,219	\$ 196,227	\$ 204,797	Annual
	\$ 83.27	\$ 86.80	\$ 90.49	\$ 94.34	\$ 98.46	Hourly

MPOA - (OFFICERS & SERGEANTS)						
January 1, 2026 Through December 31, 2026						
3% increase						
Monthly						
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	7,302					
Police Officers	8,114	8,423	8,726	9,202	9,732	10,118
Police Corporal		11,028				
Police Sergeant	11,441	11,939				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)							
January 1, 2026 - December 31, 2026							
Community Service Officer: 3% Increase							
Custody Sergeant, Corporal and Officer: 3% Increase + 3% Market Adjustment							
Monthly							
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,926	6,168	6,421	6,684	6,958	7,244	7,525
Custody Sergeant	9,113	9,332					
Custody Corporal	8,137	8,332					
Custody Officer	6,251	6,518	6,747	6,983	7,257	7,562	7,787

Teamsters Pay Grid 2026

3.0% Increase

2026 Classifications	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Custodian	U20	\$54,246	\$55,873	\$57,549	\$59,277	\$61,055	\$62,887	\$64,457	\$66,069	Annual
Maintenance Assistant		\$26.08	\$26.86	\$27.67	\$28.50	\$29.35	\$30.23	\$30.99	\$31.76	Hourly
Customer Service Representative	U25	\$65,096	\$67,048	\$69,059	\$71,131	\$73,265	\$75,464	\$77,351	\$79,284	Annual
Parks Maintenance Tech I		\$31.30	\$32.23	\$33.20	\$34.20	\$35.22	\$36.28	\$37.19	\$38.12	Hourly
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$69,001	\$71,071	\$73,203	\$75,399	\$77,662	\$79,991	\$81,991	\$84,041	Annual
Accounting Tech - Utility Billing		\$33.17	\$34.17	\$35.19	\$36.25	\$37.34	\$38.46	\$39.42	\$40.40	Hourly
Permit Technician										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Operator in Training										
Judicial Process Specialist	U35	\$74,522	\$76,758	\$79,061	\$81,432	\$83,875	\$86,390	\$88,550	\$90,764	Annual
Meter Technician		\$35.83	\$36.90	\$38.01	\$39.15	\$40.32	\$41.53	\$42.57	\$43.64	Hourly
Parks Administrative Associate										
Police Records Tech										
Police Public Disclosure Specialist										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Evidence Specialist	U40	\$78,993	\$81,362	\$83,803	\$86,318	\$88,907	\$91,575	\$93,864	\$96,210	Annual
Parks Administrative Specialist		\$37.98	\$39.12	\$40.29	\$41.50	\$42.74	\$44.03	\$45.13	\$46.25	Hourly
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Parks Maintenance Lead I	U45	\$82,942	\$85,430	\$87,994	\$90,633	\$93,352	\$96,153	\$98,557	\$101,020	Annual
Police Records Tech Lead		\$39.88	\$41.07	\$42.30	\$43.57	\$44.88	\$46.23	\$47.38	\$48.57	Hourly
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
WWTP Maintenance Tech II										
WWTP Operator I										
Facilities Maintenance Journeyman	U50	\$88,748	\$91,410	\$94,153	\$96,978	\$99,886	\$102,884	\$105,456	\$108,091	Annual
Industrial Waste/Pretreatment Technician		\$42.67	\$43.95	\$45.27	\$46.62	\$48.02	\$49.46	\$50.70	\$51.97	Hourly
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
Construction Lead I										
Water Operator										
WWTP Operator II										
WWTP Maintenance Lead I										
Cross Connection Control Specialist										
Mechanic Lead II	U55	\$94,961	\$97,809	\$100,744	\$103,766	\$106,879	\$110,084	\$112,838	\$115,658	Annual
Senior Traffic Control Systems Tech		\$45.65	\$47.02	\$48.43	\$49.89	\$51.38	\$52.93	\$54.25	\$55.60	Hourly
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
Utility Electrician										
WWTP Operator III										
Senior Utility Electrician	U60	\$101,607	\$104,655	\$107,796	\$111,030	\$114,361	\$117,791	\$120,737	\$123,755	Annual
WWTP Maintenance Lead II		\$48.85	\$50.32	\$51.82	\$53.38	\$54.98	\$56.63	\$58.05	\$59.50	Hourly
WWTP Operations Lead										

Teamsters Seasonals 1/1/26 - 12/31/27				
		At Hire	Year 2	Year 3
Grade/ Rank	Title	Step 1	Step 2	Step 3
T31A	Teamsters: Seasonal Laborer – Utilities, Maintenance, Streets and Signals	\$21.00	\$22.00	\$23.00

2026 Parks Seasonal Pay Grid due to minimum wage increase (\$17.13/hour effective 1/1/26)									
Grade/ Rank	Title	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T32A	Recreation Assistant I	\$17.13	\$17.63	\$18.13	\$18.63				
T32B	Athletic Assistant I	\$17.13	\$17.63	\$18.13	\$18.63				
T33	Recreation Assistant II	\$17.13	\$17.63	\$18.13	\$18.63	\$19.63	\$20.63	\$21.63	\$22.63
T33B	A.A. Soccer Ref	\$18.63	\$19.13	\$19.63	\$20.13	\$21.13	\$22.13	\$23.13	\$24.13



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: 2026 Association of Washington Cities (AWC) Worker's Compensation Retro Program Participation Agreement

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the 2026 AWC Worker's Compensation Retro Program participation agreement.

SUMMARY: Annual renewal of AWC Worker's Compensation Retro Program participation agreement for 2026.

ATTACHMENTS:
[Marysville - Safety Alliance Agreement_2026.pdf](#)

Association of Washington Cities
Workers' Compensation Retro Program
Safety Alliance

Participation Agreement

Member name

L&I account number

As a member in good standing with the Association of Washington Cities, this Participation Agreement is made and entered into between the Association of Washington Cities Retro Program Safety Alliance ("Safety Alliance"), a member service of the Association of Washington Cities ("AWC") and [insert member name] ("Safety Alliance Member") for participation in the Retro Program to administer workers' compensation claims made to the Washington State Department of Labor and Industries ("L&I").

AWC Retro Program Safety Alliance:

Terms of participation are set forward in the AWC Retro Program Policies approved by the AWC Retro Board with the recommendations of the Retro Advisory Committee. The program policies set forth two classes of membership with separate eligibility requirements and conditions for participation:

1. Retro Pool members
2. Safety Alliance members

The Safety Alliance offers Association of Washington Cities ("AWC") member and associate member jurisdictions the ability to have professional claims management and loss prevention services without sharing in the risk of assessments nor the reward of refunds as in the AWC Workers' Comp Retro Pool ("AWC Retro Pool").

The AWC Retro Pool is an approved retrospective rating pool under RCW 51.18 and L&I retrospective rating program rules WAC 296-17B.

The Retro Program Policies may be updated from time to time by the AWC Retro Board with or without notice to members.

1. Mission and goals

Mission

- A. Professional management of all L&I claims;
- B. Proactive risk management; and
- C. A forum for innovative techniques in risk reduction.

Goals of the program

- A. Be the premier workers' compensation program in the State of Washington;
- B. Achieve and maintain the highest standards for comprehensive employee safety programs; and
- C. Provide financial stability and exceptional stewardship of public resources.

2. Administration and management of the program:

AWC is responsible for the day-to-day operation of the Safety Alliance, which include:

- A. Assisting Safety Alliance members in reducing the frequency and severity of industrial injuries;
- B. Educating Safety Alliance members in the most appropriate ways to control costs;
- C. Providing claims management services, including access to online claims management system;
- D. Providing program information and training materials;
- E. Providing loss prevention and risk management services;
- F. Reviewing each Safety Alliance member annually for qualification for membership in the AWC Retro Pool;
- G. Representation at the Board of Industrial Insurance Appeals (BIIA) through mediation;
- H. Providing assistance with abatement and appeals of DOSH citations;
- I. Gathering required information and submitting Stay at Work (SAW) reimbursement applications with L&I;
- J. Maintaining the OSHA Injury and Illness log for all members.

3. Member agrees to:

- A. Remain a member of the Safety Alliance through the annual term of this agreement;
- B. Abide by all AWC Retro Program Policies as adopted by the AWC Retro Board;
- C. During the contract term, maintain an individual account for workers' compensation insurance in good standing with the Department of Labor & Industries;
- D. Comply with all applicable laws, rules and regulations set forth by L&I;
- E. Participate in safety and loss prevention programs available as a Safety Alliance member, including participating in programmed safety consultations with AWC staff;
- F. Demonstrate a commitment to maintaining a safe workplace and utilizing return-to-work strategies to reduce claims costs;
- G. Maintain membership in the Association of Washington Cities through the year for each year of Safety Alliance participation;
- H. Pay a service fee for each year of participation;
- I. Provide notification 90 days in advance of the effective date of termination (December 31, 2026) if the Safety Alliance member wishes to terminate the automatic renewal of the Participation Agreement for 2027; thereafter the member agrees to provide notification 12 months in advance of the effective date of termination (December 31) if the Safety Alliance member wishes to terminate the automatic renewal of the Participation Agreement;

- J. Consent that non-payment of service fees as agreed by this Participation Agreement will result in termination from the program.

4. Retro Program Service Fee:

Each year the agreement is in effect, the Safety Alliance member shall pay the AWC Retro Program six- and one-half percent (6.5%) of its annual L&I premium for the previous twelve (12) month calculation prior to each year of service.

Annual payments invoiced to Member will be based on a January to December calendar year. Except for agreements effective after January 1, for the first year the Agreement is in effect, the AWC Retro Program will invoice a prorated amount through the end of calendar year.

Member will remit payment within 30 days from the date of invoice.

5. Insurance:

The AWC Retro Program will maintain professional liability and general liability insurance through AWC of at least \$1,000,000 for each category during the performance of services. At Member's request, AWC agrees to provide certificates of insurance to evidence such coverage.

6. Indemnification/Liability:

Each party shall indemnify and hold harmless the other and its directors, officers, employees, agents, parents, subsidiaries, successors and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorney's fees) arising out of or resulting from, in whole or part, the acts or omissions of the indemnifying party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors.

7. Public records:

Each party acknowledges that the other party is subject to the Washington State Public Records Act, Chapter 42.56 RCW. Any specific information that is claimed by the member to be confidential or proprietary must be clearly identified as such by the member. If a request is made to view the member's information and AWC determines that release of the information is required by the Act or otherwise appropriate, AWC will notify the member of the request and the date that such records will be released to the requester unless member obtains a court order enjoining that disclosure. If the member fails to obtain the court order enjoining disclosure, AWC will release the requested information on the date specified.

8. Terms of agreement:

The term of this agreement shall be from the enrollment date of the Safety Alliance member until December 31 of that same year and renewing automatically each subsequent year for additional one-year terms, in accordance with program policies and eligibility criteria, unless the AWC Retro Safety Alliance is notified in writing twelve (12) months prior to the beginning of the next calendar year that the Safety Alliance member wishes to terminate the Participation Agreement.

Authorized by AWC Retro Program Safety Alliance Member

Printed name

Title

Signature

Date

Member city or jurisdiction

Address/Street

Authorized by AWC Retro Program



Deanna Dawson, AWC CEO

Date

(Form revised 12/1/25)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: **New Business**

SUBJECT: Memorandum of Understanding Between the City of Marysville and the City of Arlington providing Polygraph Examination Services for the Arlington Police Department.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign the Memorandum of Understanding between the City of Marysville and the City of Arlington, providing polygraph examination services for the Arlington Police Department.

SUMMARY: This agreement calls for the Marysville Police Department to provide the Arlington Police Department with polygraph examination services for a set fee of \$450 per examination. This agreement was prepared the Marysville City Attorney's Office and has been approved and signed by the City of Arlington.

ATTACHMENTS:
[Proposed Contract.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as of the last signature date set forth below by and between the City of Marysville (“Marysville”) and the City of Arlington (the “Arlington”) (collectively, the “Parties”).

RECITALS

WHEREAS, Marysville, through its Police Department (the “Marysville PD”), has a qualified polygraph examiner that conducts pre-employment polygraph examinations; and

WHEREAS, Arlington desires to utilize the Marysville PD’s qualified polygraph examiner to conduct its pre-employment examinations; and

WHEREAS, the Parties desire to enter into this MOU, whereby Marysville will provide qualified polygraph examiner services to Arlington according to the terms and conditions described herein.

NOW, THEREFORE, the parties agree as follows:

MEMORANDUM

1. Polygraph Examiner Services. Marysville will provide qualified polygraph examiner services, when available, to Arlington for Arlington PD candidates. Each polygraph examination will include a pre-test interview, in-test phases, and post-test review. Each examination is estimated to take between 2 to 4 hours to complete.
2. Scheduling; Location.
 - a. Arlington will request qualified polygraph examiner services from Marysville with as much advance notice as is reasonably possible. Marysville will provide a polygraph examiner if one is available, which determination of availability shall be made by Marysville in its sole discretion. After confirmation of availability, Arlington shall provide Marysville with the relevant records (such as background information and candidate consent) necessary to conduct the examination.
 - b. Polygraph examinations may be conducted at Marysville PD facilities, Arlington PD facilities, or another mutually agreed-upon secure location, and at a mutually-agreed upon time; however, Marysville may accept or deny the requested time and location in its sole discretion.
3. Compensation. Arlington will pay Marysville \$450.00 for each polygraph examination. Such payment will be made within 30 days of the examination.
4. Records. The Parties shall retain records of all examinations conducted under this MOU in accordance with applicable state and federal laws.

5. Polygraph Examination Legal Compliance. Marysville shall ensure compliance with all requirements imposed by state or federal law regulating the administration of polygraph examinations, and with professional standards published by the American Polygraph Association. Marysville will release results and pertinent information from the examination to the requesting person, agency, or entity, in accordance with applicable laws and consent requirements.
6. Notices. Receipt of any notice shall be deemed effective either (a) three calendar days after deposit of written notice in the U.S. mail with proper postage and address; or (b) immediately upon sending notice via electronic mail to the proper email address, unless sent after business hours (5:00 pm) or on a weekend, in which case the notice shall be deemed to have been given the next business day.

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

City of Marysville

[Contact Name]

[Address]

[Address]

Phone:

Email:

Notices to Arlington PD shall be sent to the following address:

City of Arlington

Wendy Van Der Meersche

238 N. Olympic Ave

Arlington, WA 98223

360-403-3481

wendyv@arlingtonwa.gov

7. Modification. The term of this MOU shall be modified only by written agreement signed by both Parties.
8. Termination. The term of this MOU shall become effective upon signature by both parties and remain in effect until terminated by either party with thirty (30) days' written notice.
9. Indemnification. Each party to this MOU shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this MOU shall be responsible for the acts and/or omissions of entities or individuals not a party to this MOU.
10. Severability. If a court of competent jurisdiction holds any part, term, or provision of this MOU 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 MOU did not contain the particular part, term, or provision held to be invalid.

11. Fair Meaning. The terms of this MOU shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This MOU shall be deemed to have been drafted by both of the parties.
12. Governing Law; Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this MOU shall lie in the Superior Court of Washington for Snohomish County, Washington.
13. No Employment Relationship Established. Nothing contained herein shall be construed as creating an employer/employee relationship between Arlington and any Marysville polygraph examiner.
14. Recitals Incorporated. The recitals above are incorporated into and shall be deemed a part of this MOU.
15. Authority. The undersigned represent that they have full authority to enter into this MOU and to bind the parties for and on behalf of the legal entities set forth herein.

IN WITNESS WHEREOF, the parties have executed this MOU as of the last date written below.

DATED this ____ day of _____, 2026.

CITY OF MARYSVILLE

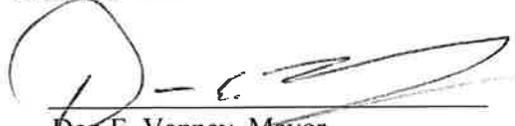
By

Jon Nehring, Mayor

DATED this 17th day of February, 2026.

CITY OF ARLINGTON

By



Don E. Vanney, Mayor

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 9, 2026

SUBMITTED BY: Teri Lester, Human Resources

ITEM TYPE: Mayor's Business

AGENDA SECTION: **Mayor's Business**

SUBJECT: Consider Approval of the Reappointment of Patricia Dalrymple to the Civil Service Commission

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[Dalrymple_Reappointment.pdf](#)



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint PATRICIA DALRYMPLE as a member of the CIVIL SERVICE COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 2.16.020; dated this 9th day of MARCH 2026.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the CIVIL SERVICE COMMISSION of the City of Marysville in the manner required by law.

Dated this 9th day of MARCH 2026

PATRICIA DALRYMPLE

This term of appointment expires on TUESDAY, MARCH 9, 2032.