

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
CITY OF SULTAN FOR MOUNTAIN VIEW PARK**

This interlocal agreement between Snohomish County and the City of Sultan for a prefabricated restroom at Mountain View Park (this “Agreement”), is made and entered into this 28th day of February 2024, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Sultan, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to **Chapter 39.34 RCW**.

RECITALS

A. The Council appropriated over \$3,000,000 for “Council Projects” in the 2024 adopted budget; and

B. The City owns parcel 28083300300200 located at 33001 US 2 in Sultan, WA 98294 that is the proposed site for Mountain View Public Park; and

C. The City’s Capital Facilities Plan includes the City’s **Mountain View Public Park project**, which will complete the creation of an equitable recreation opportunity for all residents. The City intends to purchase a prefabricated restroom at Mountain View Public Park (“the Project”). Snohomish County has agreed to provide **One-Hundred and Three Thousand Dollars (\$103,000.00)** of General Fund monies (the “Funds”) in support of the Project; and

D. The City has provided the following: confirmation from the City indicating ownership interest in the property (**Attachment A**, incorporated herein by this reference); Proof of Insurance (**Attachment B**, incorporated herein by this reference); and copy of the City’s executed contract for prefabricated restroom at Mountain View Park (**Attachment C**, incorporated herein by this reference), Project Description, cost of equipment (**Attachment D**, incorporated herein by this reference); and

E. Pursuant to this Agreement and **Chapter 39.34 RCW**, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

(Agreement to follow)

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. **Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to **Chapter 39.34 RCW**. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County’s provision of the funds to the City’s Project located at 33001 US 2 in Sultan, WA 98294 (the “Property”).

2. **Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through **December 31, 2024**, unless earlier terminated pursuant to the provisions of **Section 12** below, PROVIDED HOWEVER, that each party’s obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. **Administrators.**

Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

<u>County’s Initial Administrator:</u>	<u>City’s Initial Administrator:</u>
Kara Main-Hester, Chief RRO	Nate Morgan
Snohomish County Department	City of Sultan
of Recovery and Resilience	PO Box 1199
3000 Rockefeller Ave. MS 407	Sultan, WA 98294
Everett, WA 98201	(360) 508-8987
(425) 262-2991 phone	Nate.morgan@ci.sultan.wa.us
Kara.main-hester@snoco.org	

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

4. **Project Performance.**

4.1 **Certification of Real Property Interest.** The City certifies to the County that the City owns the real property or easements upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in **Section 4.3** below (the "City's Financial Commitment"). The total amount contributed by the County to the Project is **\$103,000 ("Contract Maximum")**. The City will contribute any funds needed over the County's contribution from the City's general fund budget.

4.3 Project Deadline. On or before **December 31, 2024**, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of or contributor to the Project;

4.4.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to **December 31, 2024**, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line-item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to **Section 5.1**, the County shall remit to the City an amount not to exceed **One-Hundred and Three Thousand Dollars (\$103,000.00)**.

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including **Chapter 40.14 RCW**.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by applicable law, the State, the County, or this Agreement.

In the case of **5.6.1** or **5.6.2**, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor. The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including **Title 51 RCW**, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

By requiring the minimum insurance coverage set forth in this **Section 9**, the County shall not be deemed or construed to have assessed the risks that may be applicable to the City under this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

9.1 Minimum Scope and Limits of Insurance.

9.1.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.

9.1.2 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

9.1.3 Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement.

9.1.4 Employers' Liability or "Stop Gap" coverage: \$1,000,000.

9.2 Other Insurance Provisions.

9.2.1 Coverage shall be written on an "Occurrence" form.

9.2.2 The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City, in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance; "CG 2026 07/04" or its equivalent is required.

9.2.3 The Recipient's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this **Section 9**, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to **Section 11.1** above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in **Section 12.2** below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by **December 31, 2024**, and/or otherwise commits a Default as described in **Section 11**, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in **Section 3** of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third-Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

(Signature Page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

Somers,
Dave J

Digitally signed by Somers, Dave J
Date: 2024.02.28 15:47:33 -08'00'

Date

Title: County Executive

CITY:

The City of Sultan, a Washington municipal corporation

E-SIGNED by Russell Wiita
on 2024-01-16 23:23:54 GMT

Name: Russell Wiita

Date

Title: Mayor of the City of Sultan

Attest/Authenticate

Approved as to insurance and indemnification provisions:

Barker, Sheila

Digitally signed by Barker, Sheila
Date: 2024.01.17 16:43:06 -08'00'

Risk Dept.

Date

Name:

Date:

Title:

Approved as to Form:

Office of the City of Sultan Attorney

COUNCIL USE ONLY


Approved 2/21/2024

ECAF # 2024-0066

MOT/ORD Ordinance 24-005

Attachment A City Ownership Interest in the Property

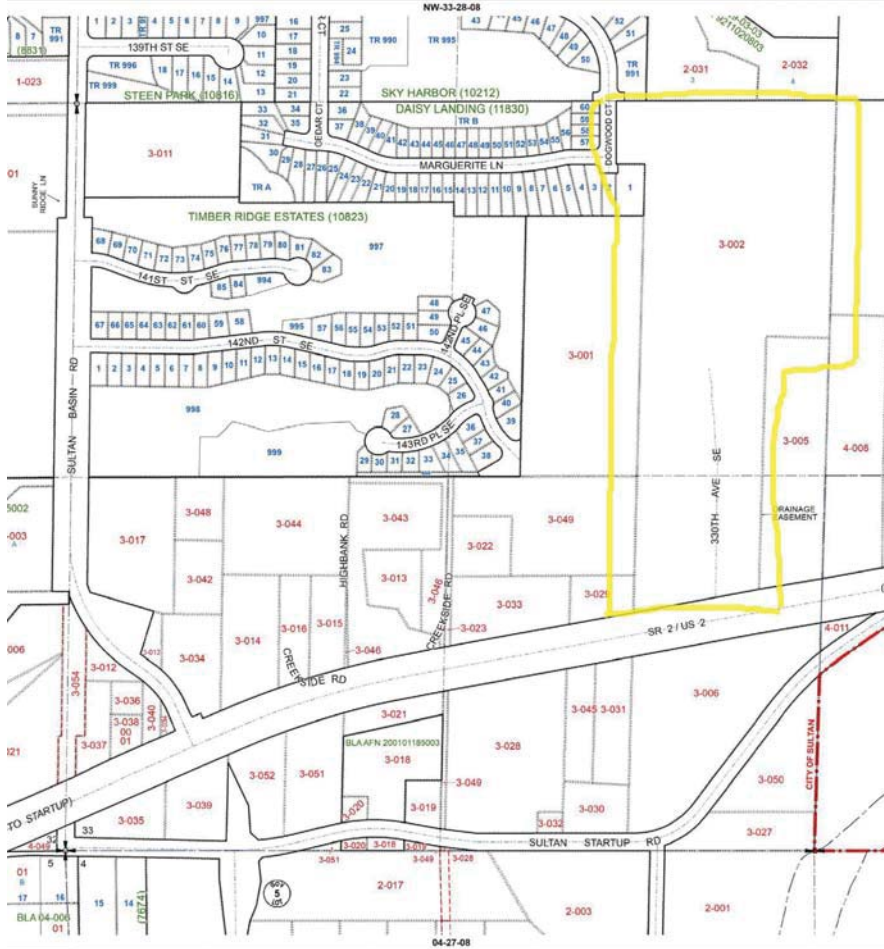
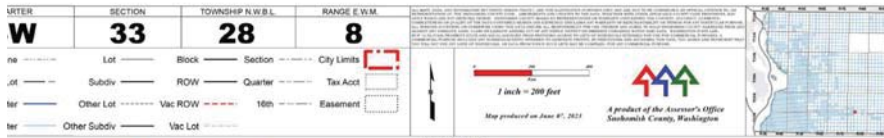
9/22/23, 3:02 PM

 Online Government Information & Services					
<h3>Property Account Summary</h3> <p>9/22/2023</p>					
Parcel Number	28083300300200	Property Address	33001 US 2 , SULTAN, WA 98294		
General Information					
Property Description	Section 33 Township 28 Range 08 Quarter SW TH PTNE 1/2 E1/2 SW1/4 SEC 33 TWP 28N RING 8E LY NLY OF PSH #15 EXC TH PTN DAF BEG AT 1/4 SEC COR ON S LN SD SEC 33 TH N00*31 30E ALG 1/4 SEC LN 692FTM/L TO N LN SULTAN-STARTUP CO RD TPB TH N00*31 30E ALG SD 1/4 SEC LN 1091FT TH N89*29 30W 220FT TH S00*31 30W 1231FT TH S51*00 00E 65FT TO N BDY LN SULTAN-STARTUP CO RD TH NELY ALG SD N BDY 247FT MLTO TPB TGWTH PTN W1/2 E1/2 SW1/4 SD SEC 33 DAF BEG NE COR W 1/2 NE1/4 SW1/4 SD SEC 33 TH S89*47 42W ALG N LN SD SUB 106.71FT TH S00*12 18E 220FT TH N89*47 42E PLW N LN SD SUB TAP ON E LN SD SUB THN ALG E LN SD SUB TO POB PER SP WD REC AFN 201708250511				
Property Category	Land and Improvements				
Status	Active, Locally Assessed				
Tax Code Area	00805				
Property Characteristics					
Use Code	637 Warehousing & Storage Services				
Unit of Measure	Acre(s)				
Size (gross)	35.56				
Parties					
Role	Percent	Name	Address		
Taxpayer	100	CITY OF SULTAN	PO BOX 1199, SULTAN, WA 98294		
Owner	100	CITY OF SULTAN	PO BOX 1199, SULTAN, WA 98294		
Related Properties					
No Related Properties Found					
Property Values					
Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Taxable Value Regular					
Exemption Amount Regular	\$1,230,600	\$1,178,600	\$900,600	\$896,100	\$642,400
Market Total	\$1,230,600	\$1,178,600	\$900,600	\$896,100	\$642,400
Assessed Value	\$1,230,600	\$1,178,600	\$900,600	\$896,100	\$642,400
Market Land	\$1,216,200	\$1,166,000	\$887,000	\$887,000	\$617,300
Market Improvement	\$14,400	\$12,600	\$13,600	\$9,100	\$25,100
Personal Property					

1/3

Active Exemptions			
Government Property			
Events			
Effective Date	Entry Date-Time	Type	Remarks
09/07/2021	09/07/2021 15:05:00	Property Characteristic Changed	2022 Use Code changed from 910 Undeveloped (Vacant) Land to 637 Warehousing & Storage Services by sasspp
07/01/2019	07/01/2019 09:21:00	The situs address has changed	by sasjra
04/24/2018	04/24/2018 15:01:00	Tax Bill Recalculation	Seg/Merge for 2018 performed by stratr
04/24/2018	04/24/2018 15:00:00	Tax Bill Recalculation	Seg/Merge for 2017 performed by stratr
02/23/2018	02/23/2018 16:07:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Approved, Tax Year: 2017 by sasjmk
02/23/2018	02/23/2018 16:07:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Approved, Tax Year: 2018 by sasjmk
02/21/2018	02/21/2018 15:02:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Under Review, Tax Year: 2018 by sasjmk
02/21/2018	02/21/2018 15:01:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Under Review, Tax Year: 2017 by sasjmk
02/20/2018	02/20/2018 09:40:00	Taxpayer Changed	Party/Property Relationship by strkrq
02/16/2018	02/16/2018 13:18:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Approved, Tax Year: 2018 by sascaf
02/12/2018	02/12/2018 08:53:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Under Review, Tax Year: 2018 by sascaf
02/12/2018	02/12/2018 08:51:00	Seg/Merge Completed	Parent in Seg/Merge S170480, Effective: 01/01/2016 by sascaf
02/12/2018	02/12/2018 08:51:00	Value Modification	Value Change Due to Segregation/Merger: S170480 by sascaf
08/25/2017	02/16/2018 13:24:00	Owner Terminated	Party/Property Relationship by sascaf
08/25/2017	02/16/2018 13:23:00	Owner Added	Party/Property Relationship by sascaf
08/25/2017	08/25/2017 14:10:00	Excise Processed	Property Transfer Filing No.: 1145672, Quit Claim Deed 08/25/2017 by strkrq
08/25/2017	08/25/2017 14:02:00	Excise Processed	Property Transfer Filing No.: 1145667, Special Warranty Deed 08/25/2017 by strkrq
12/03/2007	12/03/2007 13:07:00	Taxpayer Changed	Party/Property Relationship by strjll
08/22/2003	01/23/2004 15:43:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 285258, Other by sasset
08/22/2003	01/16/2004 10:01:00	Excise Processed	Property Transfer Filing No.: 285258, Other 08/22/2003 by strbjp
08/20/2003	08/28/2003 08:55:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 282160, Easement by sasset
07/29/2003	08/21/2003 16:41:00	Owner Terminated	Property Transfer Filing No.: 180107 07/29/2003 by sasmns
07/29/2003	08/21/2003 16:41:00	Owner Added	Property Transfer Filing No.: 180107 07/29/2003 by sasmns
07/29/2003	08/11/2003 16:41:00	Excise Processed	Property Transfer Filing No.: 180107, Quit Claim Deed 07/29/2003 by strgss

07/29/2003	08/11/2003 16:41:00	Taxpayer Changed	Property Transfer Filing No.: 180107 07/29/2003 by strgss						
Tax Balance									
Distribution of Current Taxes									
District	Rate	Amount	Voted Amount	Non-Voted Amount					
TOTAL									
Pending Property Values									
Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value			
2024	\$1,130,700.00	\$17,400.00	\$1,148,100.00	\$0.00	\$0.00	\$0.00			
Levy Rate History									
	Tax Year	Total Levy Rate							
	2022	9.116054							
	2021	9.773885							
	2020	10.023720							
Real Property Structures									
Description	Type	Year Built	More Information						
GOVT- UTILITY - LT	Commercial	1975	View Detailed Structure Information						
Receipts									
Date	Receipt No.	Amount Applied	Amount Due						
No Receipts Found									
Sales History									
Sale Date	Entry Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Grantor(Seller)	Grantee(Buyer)	Other Parcels
07/29/2003	08/11/2003		\$0.00	180107	QC	S	SMOOTS DANIEL AS TRUSTEE	HAMMER BARRY A	No
08/20/2003	08/22/2003		\$100.00	282160	X	M	HAMMER BARRY A	1319 SKY HARBOR LLC	No
08/22/2003	01/16/2004		\$0.00	285258	X	S	HAMMER BARRY A	1319 SKY HARBOR LLC	No
08/25/2017	08/25/2017		\$1,025,000.00	1145667	WP	S	HAMMER BARRY	CITY OF SULTAN	No
Property Maps									
Neighborhood Code	Township	Range	Section	Quarter	Parcel Map				
5101001	28	08	33	SW	View parcel maps for this Township/Range/Section				



Attachment B Proof of Insurance

Issue Date: 12/8/2023

Cert#: 000000624

**CITIES INSURANCE ASSOCIATION OF WASHINGTON
CERTIFICATE OF COVERAGE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MOC MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MOC, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823 Phone: (509) 754-2027 Fax: (509) 754-3406	GENERAL LIABILITY CIAW / Old Republic Specialty Insurance Underwriters AUTOMOBILE LIABILITY CIAW / Old Republic Specialty Insurance Underwriters
COVERED MEMBER City of Sultan PO Box 1199 Sultan, WA 98294	PROPERTY CIAW / Old Republic Specialty Insurance Underwriters et al. CRIME / PUBLIC EMPLOYEE DISHONESTY CIAW / Old Republic Specialty Insurance Underwriters
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p style="margin: 0;">APPROVED</p> <p style="margin: 0; font-size: small;">By Diane Baer - Risk Management at 3:40 pm, Dec 12, 2023</p> </div>	
COVERAGES	

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	CIAW232434565	12/1/2023	12/1/2024	GENERAL AGGREGATE	\$20,000,000
				PRODUCT-COMP/OP AGG	\$20,000,000
				PERSONAL & ADV. INJURY	\$10,000,000
				EACH OCCURRENCE	\$10,000,000
				ANNUAL PROGRAM AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	CIAW232434565	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT	\$10,000,000
(LIABILITY IS SUBJECT TO A \$750,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL PROGRAM AGGREGATE	NONE
PROPERTY					
	CIAW232434565	12/1/2023	12/1/2024	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC (except FZ A&V, which is \$1MM)	Excluded
(PROPERTY IS SUBJECT TO A \$750,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL PROGRAM AGGREGATE	NONE
CRIME/PUBLIC EMPLOYEE DISHONESTY					
	CIAW232434565	12/1/2023	12/1/2024	PER LOSS	\$1,000,000
(CRIME IS SUBJECT TO A \$25,000 SIR PAYABLE FROM PROGRAM FUNDS)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding funding for new park amenities at Mountain View Park in Sultan, Snohomish County its officers, elected officials, agents and employees are named as Additional Covered Party with respect to General Liability for this funding only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MOC PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Snohomish County 3000 Rockefeller Avenue Everett, WA 98201	

ADDITIONAL COVERED PARTY ENDORSEMENT

THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE FOLLOWING: GENERAL LIABILITY
COVERAGE PART

How coverage is changed:

It is agreed that the interest of any Additional **Covered Party** is recognized as their interests may appear, providing the certificate of coverage that this is attached to has been issued and is on file with the Company.

The Limits of Coverage applicable to the Additional **Covered Party** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this MOC, whichever is less.

These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.

Additional **Covered Party**:

Snohomish County
3000 Rockefeller Avenue
Everett, WA 98201

Regarding funding for new park amenities at Mountain View Park in Sultan, Snohomish County its officers, elected officials, agents and employees are named as Additional Covered Party with respect to General Liability for this funding only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

ATTACHMENT C

Quote for prefabricated Restrooms



Building Better Places To Go.SM

Price Proposal: Hammer Park - City of Sultan, WA
Date: March 23, 2023
Reference: 11457-2/23/2023-1
Sourcewell: Contract # 081721-PRM

Our Offer to Sell:

- 1. Restroom Building delivered to site @ \$ 237,119**

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)
- 2. Installation: Turnkey Installation of the Building above @ \$ 22,768 with retention allowed.**

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

 - a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
 - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
 - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
 - d. Set the building on the site pad.
 - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
- 3. Owner/General Contractor Final Tie In of Utilities and other site work:**
 - a. The Owner/Contractor is responsible for making all final plumbing connections at the 6' POC locations.
 - b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
 - c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 259,887

Hammer Park - City of Sultan, WA | 3/23/2023 | Reference # 11457-2/23/2023-1
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

1 of 8

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the final plumbing connections at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. *Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.*

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.
2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to



cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by

Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

Authorized Signature

Nate Morgan, Public Works Director

Printed Name

5/10/2023

Date Signed

City of Sultan , PO Box 1199
Sultan WA 98294

Legal Entity Name and Address



CHANGE ORDER

TO: Coreen Schmidt
 KPG PSOMAS
 3131 Elliot Ave., Suite 400
 Seattle, WA 98121

No: 1
 Date: 9/18/23

PROJECT: Mountain View Park Restroom #11457

The following items have been added to the project and carries the same Terms & Conditions as in our original Offer to Sell:

Line Item #	Qty	Description	Unit Price	Total
1	1	Electrical Panel upgrade from 100 amp to 200 amp & addition of 60 amp breaker for future site lighting.	\$ 467.00	467.00
2	1	Addition of anti-graffiti coating applied to stone wainscot.	\$ 3,431.00	3,431.00
				-
				-
				-
				-

CHANGE ORDER TOTAL \$3,898.00

ORIGINAL CONTRACT AMOUNT \$259,887.00

NEW REVISED CONTRACT AMOUNT \$263,785.00

By: Catherine Sherin Date: 9/18/23
 Catherine Sherin / Chief Operating Officer

Accepted by: _____ Date: _____
 Print Name / Signature

2587 Business Parkway | Minden, NV 89423 | www.publicrestroomcompany.com | 888-888-2060 | f:888-888-1448



SPECIFICATIONS

Project #: 11457
 Project Name: Hammer Park
 Site Address: Marguerite Ln. & Dogwood Ct.
 City, State, Zip: Sultan, WA 98294

Date: 3/23/2023
 Bldg Size: See Drawings
 Type of Bldg: PS-022
 Restroom

TYPE OF BUILDING

Construction Type	
MVR WOOD	Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]

FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Restroom	Floor Coating with Skid Resistant Additive - Flakes
Footings/Foundation	Provide Steel Angle Tie Downs

WALL SYSTEM

BUILDING WALLS HEIGHT	
Building Walls Height	7'4"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Precision Exterior 4" CMU	Precision Gray	All

CAP BEAM	
Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Uncoated	To Cap Beam
Wainscot	Cultured El Dorado Stone With Water Sill	To 32" AFF
FRC Siding -Below- Cap Beam	Allura Cedarmill Board & Batt Siding Vertical - Painted	Above Wainscot To Cap Beam
FRC Siding -Above- Cap Beam	Allura Cedarmill Board & Batt Siding Vertical - Painted	Above Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 12" Striations W/Ice & Water
Entire Building Ceiling	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB
Insulation	Insulate, But Not To Code
Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge

Mortise	SCHLAGE L SERIES: L9496-06L-626
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ITEM	DESCRIPTION	LOCATION
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	All
Door Sweeps	Pemko Door Sweep 321SSN36"	All
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase

Magnetic Locks (SAM)	SAM Securitron System	Piezo Exit Switch SDC 4630 Series
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RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louwer Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations Horizontal #5410339	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Lever (Std) - Toilet Flush Valve	Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-7L-BG
Metering Faucet	Single Hole Metering Faucet, Chicago Model # 333-E2805-665PSHABCP - Tempered
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION
Water Heater	Stiebel DHC-E8
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve
Water Line Material	Copper (Std)
Bladder Tank	ProFlo PFXT5
Hose Bibb- Interior	Acorn #8121-LF - in the Chase

ELECTRICAL

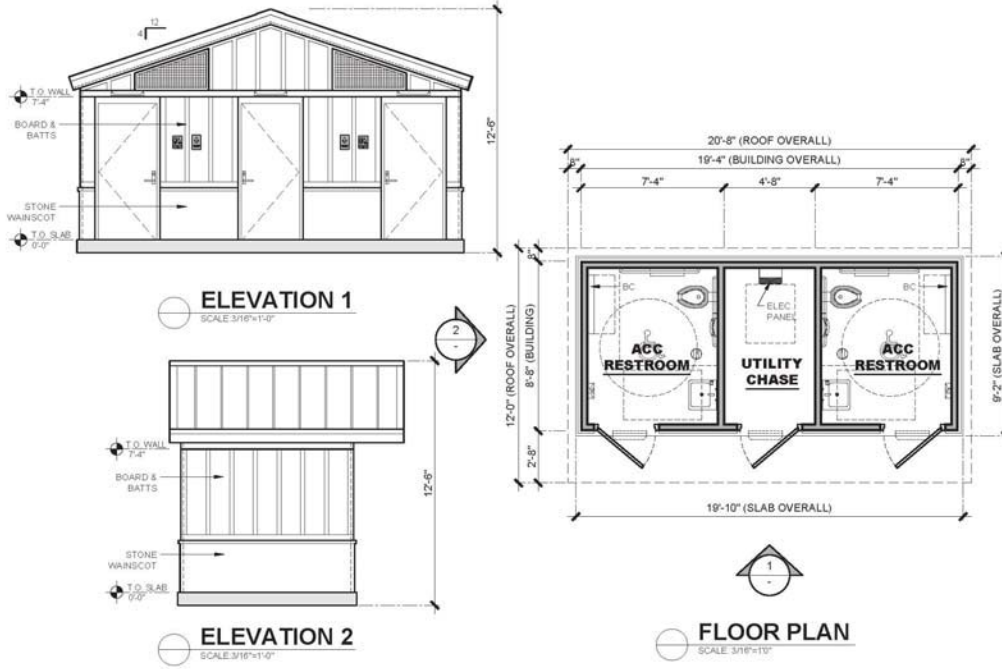
ITEM	DESCRIPTION
Electrical Panel	100 amp Single Phase - 120/240 v
Breakers	Plug on (QOD)

LIGHTING

ITEM	DESCRIPTION (W=WALL, C=CEILING)
Lighting Control -Interior-	Light Fixture Integrated Occupancy Sensor (OCC)
OCC Sensor Switch for St&CN	Occupancy Sensor Wall Switch with Dimming
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC
Lighting Control -Exterior-	Photo Cell Intermatic Photo Control #EK4336S
Exterior Light	W/C) Luminaire, Swoop Series SWP-610-OP-BRZ
Exterior Lights	W) Luminaire, AEL-12 (Dark Sky Compliant) 20" long
Chase Lights	C) Green AL-41L (small Chase) Waterproof

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS

ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Switches By Pass	By Pass (To By Pass OCC Sensors)	Chase
J-box	Provide J-Box	For future Radiant Heater *to be on installed by others
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	



<p>PUBLIC RESTROOM COMPANY Building Better Places To Go.™</p> <p><small>PH: 888-888-2060 FAX: 888-888-1228</small></p>	<p><small>COPYRIGHT 2023, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS WITHOUT THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small></p>	BUILDING TYPE:	RESTROOM BUILDING	REVISION #	1	REVISION DATE:	2/23/2023	SHEET #	
		PROJECT:	HAMMER PARK SULTAN, WA	PROJECT #	11457	DRAWN BY:	EOR	START DATE:	11/13/2022

-NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE, DIMENSIONS PRESE

Attachment D
Project Description and Images

SPECIFICATIONS

The City of Sultan will purchase a prefabricated restroom unit that will be installed on the park property at 33001 US Highway 2, Sultan, WA; Snohomish County parcel # 28083300300200.

BUDGET

The City may only receive reimbursement according to the following:

1. The City will be reimbursed by the County for eligible expenses incurred in executing the portion of the Project for purchasing the prefabricated restroom and required equipment, in an amount not to exceed the Contract Maximum of **\$103,000**.
2. Eligible expenses for which the City may request reimbursement:
 - a. Supplies and materials for prefabricated restroom equipment.
 - b. Shipping and taxes related to prefabricated restroom equipment
3. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the City seeks reimbursement.

Budget Item	County Contribution	Budget
Prefabricated Restroom Equipment	\$103,000	\$263,785
TOTAL	\$103,000	\$263,785

