Agenda

CITY OF GOLD BAR COUNCIL MEETING

Tuesday, December 1st, 2026
7:00 PM
CITY HALL

CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA APPROVAL

MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS

CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)

PROSECUTOR PRESENTATION

CONTINUED BUSINESS

1. ORDINANCE #801 AMENDING 2026 BUDGET – SECOND READING AND ACTION

2. ORDINANCE #802 2027 BUDGET – SECOND READING AND ACTION

3. ORDINANCE #800 FAMILY BURIALS – SECOND READING AND ACTION

NEW BUSINESS

1. SKATE PARK CONSULTANT AGREEMENT – DISCUSSION AND ACTION

FINAL COUNCIL COMMENTS

MINUTES APPROVAL	**November 17, 2026**	

VOUCHER APPROVAL			
CHECKS	**CLAIMS**	**PAYROLL & TAXES**	**TOTAL**
39532 – 39554 and EFTs	**$63,608.77**	**$50,205.65**	**$113,814.42**

ADJOURNMENT

CITY OF GOLD BAR, WASHINGTON
ORDINANCE #801

AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON, AMENDING ORDINANCE #788, SAID ORDINANCE BEING THE BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31ST 2026.

WHEREAS, expenditures are anticipated to exceed budgetary estimates; and

WHEREAS, it is necessary to amend the 2026 budget to authorize spending authority for funds;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS as follows:

Section I, Budget
Section II, General Fund (001)
Section III, Reserve Fund (404)
Section IV, Water Emergency Fund (405)
Section V, Water Debt Fund (407)
Section VI, Stormwater Fund (415)
Section VII, Severability
Section VIII, Effective Date

Section I, Budget

The budget for the City of Gold Bar, Washington, for the fiscal year 2026, as fixed and determined by the Council at a public hearing on November 4th, 2025, and as adopted by Ordinance #788 at the Council meeting of November 18th, 2025, is hereby amended as set forth in detail and by reference.

Section II, General Fund (001)

The General Fund is hereby amended to authorize additional expenditures of $~~90,000~~ $95,000.

Section III, Reserve Fund (404)

The Reserve Fund is hereby amended to authorize additional expenditures of $74,359.64.

Section IV, Water Emergency Fund (405)

The Water Emergency Fund is hereby amended to authorize additional expenditures of $85,000.

Section V, Water Debt Fund (407)

The Water Debt Fund is hereby amended to authorize additional expenditures of $255,638.19.

Section VI, Stormwater Fund (415)

The Stormwater Fund is hereby amended to authorize additional expenditures of $6,000.

Section VII, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section VIII, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the City Council of the City of Gold Bar this _____ day of _____, 2026.

Attest: _____, Lisa Stowe, Clerk/Treasurer

Attest: _____, Steve Yarbrough, Mayor

First Reading: _____
Posted: _____
Second Reading: _____
Passed: _____

CITY OF GOLD BAR, WASHINGTON
ORDINANCE #802

AN ORDINANCE OF THE CITY OF GOLD BAR, WASHINGTON, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2027

WHEREAS, the City Treasurer for the City of Gold Bar, Washington completed a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2027, and notice was published that the Council of said City would meet for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, the City Council did meet and did consider the matter of the proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gold Bar for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year, and being sufficient to meet the various needs of the City during said period;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLD BAR, WASHINGTON DOES ORDAIN AS FOLLOWS:

Section I, Budget
Section II, Estimated balances
Section III, Certified Copy
Section IV, Severability
Section V, Effective Date

Section I

The budget for the City of Gold Bar, Washington, for the fiscal year 2027 is hereby adopted in its final form and content as set forth in the Excel document entitled '2027 Budget' which is on file in the office of City Treasurer.

Section II

Estimated resources, including fund balances or working capital for each separate fund of the City of Gold Bar, and aggregate totals (net of transactions between funds) for all such funds combined, for the year 2027 are set forth in the summary form known as 'Ordinance #802 Attachment A', hereby attached, and are hereby appropriated for revenues and expenditures.

Section III

The City Treasurer is directed to transmit a copy of the budget hereby adopted to the Washington State Auditor, the Association of Washington Cities, and any other government entity requiring copies of said budget.

Section IV

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section V

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the City Council of the City of Gold Bar this _____ day of _____, 2026.

Attest:

_____
Lisa Stowe, Clerk/Treasurer

Attest:

_____
Mayor

First Reading: _____
Posted: _____
Second Reading: _____
Passed: _____

2027 Budget Ordinance #802 Attachment A Final

Fund Description	Estimated Beg. Bal.	Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Estimated Ending Balance
001 - General	$ 1,061,595.71	$ 1,207,260.00	$ -	$ 2,268,855.71	$ 1,207,260.00	$ -	$ 1,207,260.00	$ 1,061,595.71
101 - Street	$ 70,154.13	$ 64,000.00	$ 25,000.00	$ 159,154.13	$ 89,000.00	$ -	$ 89,000.00	$ 70,154.13
103 - Park Impact	$ 81,095.79	$ 5,800.00	$ -	$ 86,895.79	$ 80,000.00	$ -	$ 80,000.00	$ 6,895.79
104 - Street Impact	$ 63,609.64	$ 3,600.00	$ -	$ 67,209.64	$ 55,000.00	$ -	$ 55,000.00	$ 12,209.64
301 - Capital Projects	$ 693,299.13	$ 174,282.00	$ -	$ 867,581.13	$ 174,282.00	$ -	$ 174,282.00	$ 693,299.13
302 - Grants	$ 49,880.01	$ 1,212,000.00	$ -	$ 1,261,880.01	$ 1,212,000.00	$ -	$ 1,212,000.00	$ 49,880.01
401 - Water	$ 872,480.81	$ 565,700.00	$ -	$ 1,438,180.81	$ 565,700.00	$ -	$ 565,700.00	$ 872,480.82
403 - Water Capital	$ 1,759,456.19	$ 1,162,530.00	$ -	$ 2,921,986.19	$ 1,162,530.00	$ -	$ 1,162,530.00	$ 1,759,456.19
415 - Stormwater	$ 192,473.89	$ 207,945.00	$ -	$ 400,418.89	$ 207,945.00	$ -	$ 207,945.00	$ 192,473.89
633 - Agency	$ 1.42	$ 10,000.00	$ -	$ 10,001.42	$ 10,000.00	$ -	$ 10,000.00	$ 1.42
Total Proposed 2027 Budget	**$ 4,844,046.72**	**$ 4,613,117.00**	**$ 25,000.00**	**$ 9,482,163.72**	**$ 4,763,717.00**	**$ -**	**$ 4,763,717.00**	**$ 4,718,446.72**

CITY OF GOLD BAR, WASHINGTON
ORDINANCE #800

AN ORDINANCE OF THE CITY OF GOLD BAR, WASHINGTON, AMENDING GOLD BAR MUNICIPAL CODE TITLE 8, HEALTH AND SAFETY, PROHIBITING THE ESTABLISHMENT OF FAMILY BURIAL GROUNDS WITHIN THE JURISDICTION DUE TO CRITICAL AREAS, WATER RESOURCE PROTECTION, AND ON-SITE SEPTIC SYSTEM HEALTH CONCERNS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature enacted Chapter 68.74 RCW, which authorizes families to establish private family burial grounds on corporate or privately owned property under specific state minimum guidelines; and

WHEREAS, RCW 68.74.030 explicitly grants local cities and counties the full authority to enact local ordinances that further regulate, restrict, or entirely prohibit the establishment of family burial grounds within their local jurisdictional boundaries; and

WHEREAS, the local geology, high groundwater tables, and proximity to critical water bodies within Gold Bar create severe environmental risks, including potential biological and chemical contamination of critical aquifers and local drinking water supplies; and

WHEREAS, a significant portion of the properties within this jurisdiction rely entirely on individual On-Site Sewage Systems (OSS), commonly known as septic systems, which require strict, unencumbered space for both primary and 100-percent reserve drainfield capacity to protect public health from system failures; and

WHEREAS, RCW 68.74.080 mandates that a family burial ground constitutes a permanent dedication of land that restricts grading, construction, and heavy machinery access in perpetuity, creating an irreconcilable conflict with the maintenance, inspection, repair, and replacement requirements of on-site septic systems; and

WHEREAS, the Gold Bar City Council finds that prohibiting the establishment of new family burial grounds is necessary to protect public health, prevent groundwater contamination, and preserve the integrity of critical areas and critical aquifer recharge zones; and

WHEREAS, such establishment requires the creation of a new chapter in the Gold Bar Municipal Code;

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

Section I **Creation of New Chapter**
Section II **Title 8.28.010, Adoption of Prohibition**
Section III **Title 8.28.020, Enforcement and Penalties**

Section III Severability
Section IV Effective Date

Section I, Creation of New Chapter

Chapter 8.28, Family Burial Grounds, is hereby added to Title 8, Health and Safety, of the City of Gold Bar Municipal Code, to read as follows.

Section II, Title 8.28.010, Adoption of Prohibition

Family Burial Grounds Prohibited.

A. Prohibition. The establishment, placement, or operation of any new family burial ground, as defined or authorized under Chapter 68.74 RCW, is strictly prohibited on all real property within the incorporated limits of Gold Bar.

B. Findings and Declaration of Conflict. The City formally declares that private human burial practices create localized public health and land-use conflicts that cannot be adequately mitigated on parcels utilizing On-Site Sewage Systems (OSS) or containing critical areas. Specifically:

1. *Septic Integrity:* The permanent dedication of land required for a burial plot poses an immediate threat to the long-term functionality of septic systems by restricting the necessary physical clearance, heavy equipment access, and expansion space required for primary and reserve drainfields under local environmental health codes.

2. *Critical Areas Impact:* Due to the high water table, frequent flood events, and dense network of wetlands, streams, and rivers within the jurisdiction, the introduction of private burial plots within close proximity to residential homes presents an unacceptable risk of biological contamination to public and private drinking water systems.

Section III, Title 8.28.020, Enforcement and Penalties

Any violation of this Ordinance shall constitute a public nuisance and a land-use violation, subject to code enforcement, civil penalties, or injunctive relief as provided under Chapter 8.16.080 of the Gold Bar Municipal Code.

Section IV, Severability

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

Section V, Effective Date

This Ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication as required by law.

Passed by the City Council of the City of Gold Bar this _____ day of _____, 2026.

Attest: _____, Lisa Stowe, Clerk/Treasurer

Attest: _____, Steven Yarbrough, Mayor

First Reading: _____
Posted: _____
Second Reading: _____
Passed: _____

CONSULTANT AGREEMENT

PROJECT TITLE	WORK DESCRIPTION
Railroad Park Pump Track	Professional Services for engineering and bidding support services.
CONSULTANT	**CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO.**
Prizm 11808 Northup Way Suite 100 Bellevue WA 98005	Robert Dahn 716-672-9769 11808 Northup Way Suite 100 Bellevue WA 98005

THIS AGREEMENT is entered into on **Dec 1, 2026** between the City of Gold Bar, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish contractual services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of CONSULTANT - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The scope of work shall provide a detailed listing of those tasks associated with **Gold Bar Railroad Park Pump Track Scope and Fee** — Additional scopes of work for individual projects shall be added to this contract on a project by project basis and the text of this agreement shall supersede any conflicting provisions in such scopes of work or in any other projects performed by CONSULTANT for the CITY during the term of this agreement. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work specified in the scopes of work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. For some projects, the City and the CONSULTANT may agree to a work schedule in writing. In those instances, the CONSULTANT shall complete all work required by this agreement according to the schedule. A failure to complete the work to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The amount payable for the scope of work identified in Exhibit A and incorporated herein shall not exceed ___*$ 38,805.00*___. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services rendered under this agreement as provided in the attached exhibits, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within *45* days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously

satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as extra work and shall be compensated at the rates specified in the attached exhibit(s).

5. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore, including timesheets. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. CONSULTANT shall provide copies of timesheets upon demand. Timesheets shall be maintained by all persons billing CITY for their services pursuant to this agreement.

6. Independent CONSULTANT. The CONSULTANT is an independent CONSULTANT for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

7. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, sub-consultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for, injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, sub-consultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. Commercial general liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the consultant as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

9. Records. The CONSULTANT shall keep all records, including timesheets, related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

10. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

11. Project Administrator. The Gold Bar Public Works Director shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Gold Bar Public Works Director.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the City of Gold Bar Mayor. The Mayor's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

13. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

14. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, sub-consultant, or supplier because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

15. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full.

16. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work

required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

17. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Snohomish County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

18. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by Jaw, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

19. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

_____
By:_____
Title:_____

CITY OF GOLD BAR:

_____
Mayor

ATTEST / AUTHENTICATED:

_____
City Clerk - Treasurer

CITY OF GOLD BAR

Railroad Park Pump Track

PROJECT UNDERSTANDING

Based upon our understanding of the project requirements and discussions with the City, Prizm Land Inc. ("Prizm") has developed the following scope of services.

SCOPE OF WORK

Task 001: Project Management

This task is for general coordination and meetings on the project, including detail review/discussion meetings, in-house quality assurance, etc. This task also includes initial project setup, and compiling existing project files/records for use in accomplishing the tasks outlined below. Prizm personnel will attend and participate in meetings with you as the project progresses. Prizm will prepare monthly invoices for work performed during the previous month.

Deliverables

Monthly progress reports, invoices, QA/QC.

Task 002: 75% Design

Using LiDAR and aerial imagery, Prizm will prepare the 75% submittal for the Project. Services under this task will include:

- Kick off meeting
- 75% design Plans
    - 22"x34" design sheets
    - General notes, details, and custom details as necessary
    - Aerial images
    - Approximate locations of surface structures
- 75% specifications
- 75% engineer's estimate
- Design memo
- Site visit to confirm location of surface structures (if any)
- Project site walk with the City to confirm limits of improvements

Deliverables

75% Design Plans (PDF)
75% Engineers Estimate (PDF)
75% Specifications (PDF)
Design Memo (PDF)

Task 003: Final Design

Based on City comments from the 75% submittal, Prizm will complete the final design submittal including:

- 75% Review meeting with the Town
- Incorporating the Town's 75% design comments into the contract documents
- Final design plans
- Final engineer's estimate
- Final specifications
- Internal QA/QC review

Deliverables

Final Design Plans (PDF)
Final Engineer's Estimate (PDF)
Final Specifications (PDF)

Task 004: Bidding & Award Services

Prizm will provide consultation services during the bidding and award process, including:

- Address questions from prospective bidders
- Issue addendums, as necessary
- Upload documents to BXWA
- Submit advertisements to local newspapers
- Generally assist the Town during the bidding process as needed
- Conduct bid opening, and issue notice of apparent low bidder
- Verify Contractor documentation and issue notice of award

Deliverables

Addenda, if necessary
Notice of award

Assumptions and Exclusions

- Fees for advertising shall be paid by the Agency

GENERAL ASSUMPTIONS AND NOTES

Project Understandings and Assumptions:

In preparing the proposal, we have assumed the following:

1. Scope and fees outlined herein are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
    a. Correspondence prior to the effective date of this Agreement.
2. Prizm will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
3. Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.
4. The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called EXPENSES and will be billed in accordance with Prizm's current Rate Sheet.
5. Time and expense items are based on Prizm's current hourly rates.
6. These fees stated herein are valid if accepted within 30 days of the date of the proposal.
7. Prizm reserves the right to adjust Task/Project fees per current market conditions for tasks not started within a year of contract execution.
8. Prizm reserves the right to move funds between approved tasks 001-002 as necessary based on approved scope of work provided the overall budget is not exceeded. Client Project Manager will be notified if funds are shifted.
9. Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
10. Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
11. Should Prizm be asked or required to support Client through project appeals or legal challenges, this work will be billed at an hourly rate under a new task called Client Support. A fee estimate can be provided to the Client prior to proceeding with this work.
12. If the Client requests Prizm's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Prizm's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work is attached.

ADDITIONAL SERVICES

Prizm has the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Materials basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.

City of Gold Bar
Pump Track - Option 2 - Main Loop Track
Preliminary Estimate
October 2026

Construction Estimate						
Spec Section	**Bid item No.**	**Bid Item**	**Unit**	**QTY**	**Unit Cost**	**Contract Amount**
1-04.4 SP	1	Minor Changes	EST.	1	$ 10,000.00	$ 10,000.00
1-09.7 SP	2	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
1-10.5 SP	3	Project Temporary Traffic Control	LS	1	$ 15,000.00	$ 15,000.00
2-01.5 SP	4	Clearing & Grubbing	LS	1	$ 7,500.00	$ 7,500.00
2-09.5 SP	5	Structure Excavation Class B Incl. Haul	CY	10	$ 100.00	$ 1,000.00
4-04.5 SP	6	Crushed Surfacing Top Course	TN	120	$ 100.00	$ 12,000.00
5-04.5 SP	7	Commercial HMA	TN	60	$ 450.00	$ 27,000.00
7-05.5 SP	8	Catch Basin Type 1 Drywell	EA	4	$ 4,000.00	$ 16,000.00
8-01.5 SP	9	Temporary Erosion and Sedimentation Control	LS	1	$ 1,000.00	$ 1,000.00
					Subtotal	**$ 99,500.00**
					Contingency 30%	**$ 29,850.00**
					Design and Construction Engineering (30% of subtotal plus contingency)	**$ 38,805.00**
					Total	**$ 168,155.00**

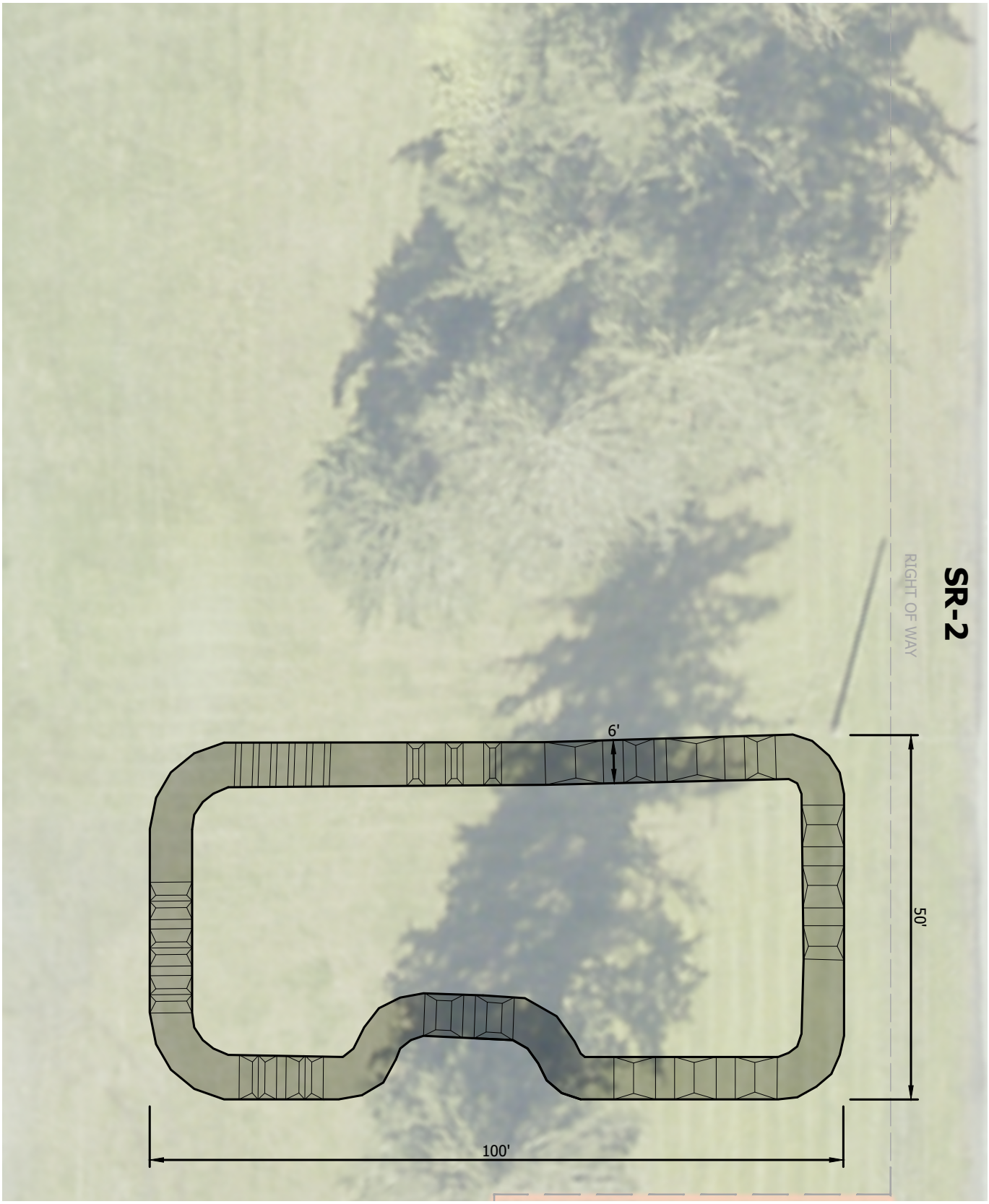
Assumptions:

*Assumed 12" Depth of CSTC for Pump Track Base Grading

*Assumed 4" Depth for HMA

*Assumed Drywell of Type I variant and all drainage rock to be incidental to the bid item

*Assumed City of Gold Bar to install Chain Link Fence & Signage



CITY OF GOLD BAR

PUMP TRACK CONCEPT

OPTION 2 - MAIN LOOP TRACK

City of Gold Bar
EST. 1910
107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes
Tuesday, November 17, 2026

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, Russell, and Sears. Staff members present in person included Public Works Director Norris, Clerk Stowe, and Chief Whalen. Office Manager Beaston attended via Zoom.

Councilmember Lie moved to excuse the absence of Councilmember Craig and with a second by Councilmember Sears, the motion carried.

AGENDA APPROVAL

Councilmember Sears moved to approve the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough gave a brief health update.

STAFF REPORT

Chief Whalen talked about trainings the deputies attended, and reminded the council that there will be a presentation at the next meeting regarding prosecution services and to give questions to him or Clerk Stowe ahead of time. He also said Shop With a Cop will happen December 8th, and the Snohomish County Sheriff will attend the December 15th council meeting. Councilmember Lie asked what the purpose of the prosecution presentation was which led to discussion around cases not getting filed, county staffing issues, the difference between county prosecution services and municipal prosecution services, and that the presentation is just one option for the city to consider. Councilmember Lie then asked if Bridge Services continued if cases were dropped by prosecution, which they do. Councilmember Russell asked if a teenager gets pulled over for an e-bike violation can that influence their ability to get a driver's license at age sixteen, which it can.

Director Norris said the county is now responsible for the flood gauge on the Wallace River at the Ley Road bridge and a link is on the county and city websites. He also said the new transfer switch is complete and came in $9,000 under budget. He is halfway through interviews for the open maintenance position and staff are working on routine tasks getting ready for winter. Councilmember Russell asked if there were issues with the radar sign at the east end of town and Director Norris said this time of year there is not enough light for the solar panel. The vendor suggested purchase of a second panel.

Clerk Stowe made an error in completing the 2027 Levy Certification. Councilmember Sears moved to accept the amended certification and with a second by Councilmember Russell the motion carried.

Office Manager Beaston visited the Cannery Levee with the Department of Emergency Management. She reminded people to contain their garbage.

COUNCIL COMMENTS

Councilmember Sears apologized for missing the previous meeting.

Councilmember Lie talked about a health Department presentation to Snohomish County Tomorrow, thanked Office Manager Beaston for sending out emergency management information, the need to encourage the county to be more aggressive in repairing Reiter Road, unlicensed ATVs in Sultan, and his work with ballots for the recent election.

Councilmember Russell attended a Veteran's Day event and talked about veterans, veteran scholarships for students, the color guard at the event, and historical society displays. He said veterans still have impact and need to be taken care of.

CITIZEN COMMENTS – none

PUBLIC HEARING

Clerk Stowe called the public hearing for the 2027 budget to order at 7:20 pm and reviewed the hearing process. Councilmember Lie requested the budget worksheet. Clerk Stowe briefly reviewed upcoming purchases. Councilmember Sears moved to accept Ordinance #802 relating to the 2027 budget for an introduction and first reading and with a second by Councilmember Russell, the motion carried. With no further comments or business, Councilmember Sears moved to adjourn the public hearing and with a second by Councilmember Russell, the motion carried. The regular agenda was returned to at 7:27 pm.

CONTINUED BUSINESS

Ordinance #800 Banning Family Burials. Councilmember Sears moved to table action on this ordinance until Councilmember Craig was present and with a second by Councilmember Russell, the motion carried.

NEW BUSINESS

Ordinance #801 Amending the 2026 Budget. Councilmember Sears moved to accept Ordinance #801 for an introduction and first reading and with a second by Councilmember Russell, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Sears is excited to work with the new state representative.

Councilmember Martin agreed with Councilmember Sears and spoke briefly about election results.

COUNCIL MINUTES APPROVAL

Councilmember Sears moved to approve the November 3rd, 2026, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 39501 through 39531 and EFTs, with $52,296.27 for claims and $1,000.00 for payroll and taxes, for a grand total of $53,296.27 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Sears the motion carried, and the meeting was adjourned at 7:32 pm.

_____
Steve Yarbrough, Mayor

_____
Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar — Time: 12:51:10 Date: 11/24/2026

11/18/2026 To: 12/01/2026 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2163	11/24/2026	Payroll	7	EFT	Denise J Beaston	3,648.10	
2164	11/24/2026	Payroll	7	EFT	Krystal Craig	5.96	
2165	11/24/2026	Payroll	7	EFT	Lance Hunt	3,937.54	
2166	11/24/2026	Payroll	7	EFT	Anthony Johnson	3,253.11	
2167	11/24/2026	Payroll	7	EFT	Chuck Lie	90.96	
2168	11/24/2026	Payroll	7	EFT	Florence D Martin	90.96	
2169	11/24/2026	Payroll	7	EFT	Richard D Norris	5,857.94	
2170	11/24/2026	Payroll	7	EFT	Lee Russell	90.96	
2171	11/24/2026	Payroll	7	EFT	Jordan Sears	90.96	
2173	11/24/2026	Payroll	7	EFT	Steven Yarbrough	909.63	
2162	11/24/2026	Payroll	7	39532	Richard L Baker	4,557.48	
2172	11/24/2026	Payroll	7	39533	Lisa M Stowe	4,867.27	
2175	11/24/2026	Payroll	7	39534	Vimly Benefit Solutions AWC Employee Ben.trust	8,607.10	Pay Cycle(s) 11/24/2026 To 11/24/2026 - Basic Life; Pay Cycle(s) 11/24/2026 To 11/24/2026 - HealthFirst; Pay Cycle(s) 11/24/2026 To 11/24/2026 - VSP
2176	11/24/2026	Payroll	7	E39535	Coastal Community Bank	10,052.00	941 Deposit for Pay Cycle(s) 11/24/2026 - 11/24/2026
2177	11/24/2026	Payroll	7	39536	Dept Of Retirement Systems	4,070.68	Pay Cycle(s) 11/24/2026 To 11/24/2026 - PERS 2
2178	11/24/2026	Payroll	7	39537	MissionSquare	75.00	Pay Cycle(s) 11/24/2026 To 11/24/2026 - ICMA
2179	12/01/2026	Claims	7	39538	AM Test, Inc.	120.00	
2180	12/01/2026	Claims	7	39539	Cascade Columbia Distribution	1,429.87	
2181	12/01/2026	Claims	7	39540	Gold Bar Geek	1,132.13	
2182	12/01/2026	Claims	7	39541	John Deere Financial	3,265.46	
2183	12/01/2026	Claims	7	39542	Kelley Create Co.	201.32	
2184	12/01/2026	Claims	7	39543	Charles H Myers	202.90	November 2026
2185	12/01/2026	Claims	7	39544	Puget Sound Energy	135.25	
2186	12/01/2026	Claims	7	39545	Jordan Sears	90.96	Replacement Of Lost Check 39234
2187	12/01/2026	Claims	7	39546	Sno County District Court	778.08	
2188	12/01/2026	Claims	7	39547	Sno County Human Svcs	164.81	
2189	12/01/2026	Claims	7	39548	Sno County PUD	1,818.40	
2190	12/01/2026	Claims	7	39549	Sno County Sheriff's Office	8,018.85	
2191	12/01/2026	Claims	7	39550	Sno County Sheriff	45,561.42	November 2026
2192	12/01/2026	Claims	7	39551	Sound Publishing	55.04	
2193	12/01/2026	Claims	7	39552	Verizon Wireless	268.10	
2194	12/01/2026	Claims	7	39553	WA State Treasurer	258.90	
2195	12/01/2026	Claims	7	39554	Ziply Fiber	107.28	

001 General Government	78,034.59		
101 City Street	2,389.26		
401 Water Operating	24,482.13		
415 Stormwater Fund	8,649.54		
633 Agency Fund	258.90		
		Claims:	63,608.77
	113,814.42	Payroll:	50,205.65