

## Marysville City Council Work Session

March 19, 2007

City Hall

Call to Order 7:00 p.m.

Pledge of Allegiance  
Roll Call  
Committee Reports  
Presentations

### Action Items:

1. Professional Services Agreement with Perteet Engineering for Review and Comments on Traffic Mitigation Fee Calculation for Comprehensive Transportation Plan Update.

### Discussion Items

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

2. Approval of March 12, 2007 City Council Meeting Minutes.
3. Approval of March 19, 2007 City Council Work Session Minutes.

### Consent

4. Approval of February 14, 2007 Claims.
5. Approval of March 20, 2007 Payroll.
6. Approval of March 21, 2007 Claims.
7. Approval of Renewal of Liquor Licenses: Kuhnle's Tavern, 204 State Avenue; Maxi's Restaurant, 9611 Smokey Point Boulevard, Suite C; 4<sup>th</sup> Street Market & Deli, 1212 4<sup>th</sup> Street; 7-Eleven Store #2306-32834A, 3609 88<sup>th</sup> Street NE; 7-Eleven Store #29536, 10031A Shoultes Road; LaHacienda #4, 9922 State Avenue; Smoke Plus, 9206 State Avenue #C; and Shell Foodmart #126, 1209 4<sup>th</sup> Street.
8. Approval of Fireworks 2007 Stand Permits for: Marysville Kiwanis (6 stands); Mountain View Assembly of God (1 stand); and Turning Point Church (1 stand).
9. Approval of Final Plat for Serenade Subject to Applicant Meeting All Conditions of Plat Approval Prior to April 5, 2007 Recording Deadline; PA 0006019.
10. Approval of Final Plat for Kenley PRD; PA 05005.

***Work Sessions are for City Council study and orientation – Public Input will be received at the March 26, 2007 City Council meeting.***

## Marysville City Council Work Session

March 19, 2007

City Hall

11. Authorize Mayor to Sign Professional Services Agreement with MWH Americas, Inc. in the Amount of \$25,870 for Stillaguamish Water Treatment Plant Improvements Tracer Study.

### Review Bids

12. Water Meters & Meter Transmitter Units Connection Services.
13. Mill Site Demolition Project at 60 State Avenue.
14. Delta Avenue Sewer Replacement Project.

### Public Hearings

### Current Business

### New Business

15. PEG/I-NET Fee.

### Legal

16. Recovery Contract for Water; Nathan Kelley; Hidden Quilceda Estates.
17. Recovery Contract for Sewer, Nathan Kelley; Hidden Quilceda Estates.

### Ordinance and Resolutions

### Mayor's Business

### Staff Business

### Call on Councilmembers

### Information Items

18. Marysville Library Board Minutes; February 8, 2007.
19. Marysville Park Board Minutes; February 14, 2007.

### Adjourn

### Executive Session

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

### Adjourn

***Work Sessions are for City Council study and orientation – Public Input will be received at the March 26, 2007 City Council meeting.***

## Marysville City Council Work Session

March 19, 2007

City Hall

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

***Work Sessions are for City Council study and orientation – Public Input will be received at the March 26, 2007 City Council meeting.***

## CITY OF MARYSVILLE

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: March 26, 2007**

<b>AGENDA ITEM:</b> Professional Services Agreement with Perteet Engineering for Review and Comments on the Traffic Mitigation Fee Calculation for the Comprehensive Transportation Plan Update	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Jeffrey Massie, P.E., Project Manager	<b>AGENDA NUMBER:</b> 	
<b>ATTACHMENTS:</b> Professional Services Agreement	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b> 30500030.563000 R0702	<b>AMOUNT:</b> \$5,000.00	

This Professional Services Agreement will provide the City with review and comments on the Traffic Mitigation Fee Calculation for the 2007 Transportation Interim Update of the Comprehensive Plan. The recommended consultant for this work is Perteet Engineering, Inc. After reviewing several Consultants' qualifications, the selection was ultimately determined by the fact that Perteet Engineering, Inc. was best-suited for this project.

It is staff's opinion that the negotiated fee of \$5,000.00 is fair and consistent with industry standard for the type of work at hand. Furthermore, Perteet Engineering, Inc., has a proven track record with the City and they perform excellent work. In light of these facts staff is confident that the City would be well-served by Perteet Engineering, Inc. working on this project.

<b>RECOMMENDED ACTION:</b> Staff recommends that the Council authorize the Mayor to sign Professional Services Agreement in the amount of \$5,000.00 with Perteet Engineering, Inc.
<b>COUNCIL ACTION:</b>     

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND PERTEET ENGINEERING, INC.  
FOR ENGINEERING SERVICES**

**COPY**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Perteet Engineering, Inc., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained hereinbelow, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with engineering services to review and provide comments on the Traffic Impact Mitigation Fee Calculation for the 2007 Transportation Interim Update of the Comprehensive Plan as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached estimate of Professional Services for the Traffic Impact Mitigation Fee for

the 2007 Transportation Interim Update of the Comprehensive Plan Project, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

### **ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TIME OF PERFORMANCE.** The Consultant shall be

authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within 90 calendar days, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's

liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

### III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

### III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH**

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

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

**III.11 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

**III.12 INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

**III.13 CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

#### ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. 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. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$5500.00 (\$5000.00 estimated cost plus a 10% management reserve). In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

#### ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE  
 Attention: Jeff Massie, Asst. City Engineer  
 80 Columbia Avenue  
 MARYSVILLE, WA 98270

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

Perteet Engineering, Inc  
Attention: Michael Stringham  
2707 Colby Avenue, Suite 900  
Everett, WA 98201

**COPY**

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

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this \_\_\_\_\_ day of \_\_\_\_\_,

CITY OF MARYSVILLE

By \_\_\_\_\_

*Mayor*

Perteet Inc, CONSULTANT

By Michael Stringham

**SIGN HERE**

Approved as to form:

\_\_\_\_\_  
GRANT K. WEED, City Attorney

## Exhibit A

### City of Marysville Traffic Impact Mitigation Fee 2007 Interim Update Scope of Work

#### **Background**

The City of Marysville is considering an update to the Transportation Element of its Comprehensive Plan which would likely include a review of Concurrency Ordinances and Impact Fees. However, the City wishes to have an immediate update of the Traffic Impact fee schedule to revise the Impact Fee Schedule.

#### **Scope of Work**

The Consultant will undertake the following tasks to complete the 2007 Traffic Impact Fee schedule update:

1. Review previous City of Marysville impact fee calculations to ensure compatibility with process.
2. Conduct peer review of current impact fee schedules of other relevant jurisdictions
3. Review current list of transportation projects and cost estimates provided by the City to determine financial requirements of traffic impacts.
4. Review current traffic model projections to determine proportionate share of transportation impacts by new development traffic.
5. Prepare calculations of proposed 2007 Traffic Impact Fees.
6. Prepare draft recommendation for revisions to 2007 Traffic Impact Fee Schedule.
7. Present recommendations to City staff and/or City Council.

#### **Schedule and Budget**

The Consultant will complete the above work on an hourly basis plus out-of-pocket expenses based on the attached 2007 Schedule of Billing Rates. The budget will not exceed Five thousand dollars (\$5,000). The work will be completed within thirty (30) days of a Notice to Proceed.



**PERTEET, INC.**  
*Schedule of 2007 Billing Rates*

<u>Engineering, Planning and Environmental Classifications</u>	<u>Hourly Rate</u>
Principal/Senior Associate	170.00
Associate	165.00
Senior Engineer/Manager	150.00
Lead Engineer/Manager	130.00
Engineer III	110.00
Engineer II	95.00
Engineer I	75.00
Senior Planner/Manager	150.00
Lead Planner/Manager	130.00
Planner III	105.00
Planner II	90.00
Planner I	70.00
Senior Ecologist/Manager	150.00
Lead Ecologist/Manager	130.00
Ecologist III	105.00
Ecologist II	90.00
Ecologist I	70.00
Lead Technician/Designer	100.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	75.00
Clerical	60.00

Expert Witness Rates:

Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates



**PERTEET, INC.**  
*Schedule of 2007 Billing Rates*  
 Page 2

<u>Direct Expenses</u>	<u>Rate</u>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Traffic Modeling	\$15.00 per hour
Xerox Color Copies	\$.80 each
Mileage	\$.49 per mile

<u>Survey and Construction Observation Classifications</u>	<u>Hourly Rate</u>
Principal Surveyor	165.00
Senior Professional Land Surveyor	135.00
Professional Land Surveyor	105.00
Project Surveyor II	95.00
Project Surveyor I	90.00
Survey Technician III	80.00
Survey Technician II	75.00
Survey Technician I	55.00
One Person Survey Crew	90.00
Two Person Survey Crew	160.00
Three Person Survey Crew	215.00
Senior Construction Observer	100.00
Construction Observer	80.00

<u>Direct Survey Expenses</u>	<u>Rate</u>
Dual Frequency GPS Receiver	\$150.00 per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Survey monuments & cases	Cost plus 10 percent

March 12, 2007

**Marysville City Council**  
7:00 p.m.

City Hall

<b>Call to Order/Invocation/Pledge of Allegiance/Roll Call</b>	7:00 P.M.
<b>Approval of Minutes</b>	
Approve February 26, 2007 City Council Meeting Minutes.	Approved
Approve March 5, 2007 City Council Work Session Minutes.	Approved
<b>Consent Agenda</b>	
Approve February 28, 2007 Claims in the Amount of \$429,417.03; Paid by Check No. 37317 through 37480.	Approved
Approve March 5, 2007 Payroll in the Amount of \$986,670.72; Paid by Check No. 17542 through 17613.	Approved
Approve March 7, 2007 Claims in the Amount of \$1,319,062.78; Paid by Check No. 37481 through 37623 with Check No. 37193 Void.	Approved
Approve New Liquor Licenses: Smokes to Go, 1309 State Avenue; Mae Phim Marysville Thai Restaurant, 1212 #E State Avenue; and 7-Eleven, 1114 State Avenue.	Approved
Approve Renewal of Liquor Licenses: Big K-Mark #7253, 9623 State Avenue; Harvest Harden, 1508 -2nd Street; 7-Eleven #2306-18861E, 1114 State Avenue; Acapulco Mexican Restaurant, 9611 State Avenue, Suite A; and First Stop Food Mart, 70 State Avenue, Suite B.	Approved
Authorize Mayor to Sign Interlocal Governmental Agreement Between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training.	Approved
Approve the Purchase and Installation of Dump Body for New Dump Truck Cab & Chassis.	Approved
Authorize Mayor to Sign Fiber Optic Lease Agreement with Black Rock Cable, Inc. for Data Connection to County's Network and to Washington State's Inter-Governmental Network.	Approved
Approve Renewal of Liquor Licenses: Albertson's No. 412, 11401 State Ave.; Albertson's No. 471, 301 Marysville Mall; Fanny's Restaurant, 505 Cedar Ave. #A1; State Street Food Mart, 1034 State Ave.; 88th Street Shell Food-Mart & Car Wash, 3506 88th Street NE; and Vi and Glynn's Pub, 10321 State Ave.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>Current Business</b>	
<b>New Business</b>	
Approve Professional Services Agreement with Perteet Engineering, Inc. to Update Traffic Impact Study.	Continued to Work Session
<b>Legal</b>	
<b>Ordinances and Resolutions</b>	
Adopt an Ordinance of the City of Marysville, Washington Amending Marysville Municipal Code Subsections 2.51.040(1) and (2) Relating to the Duties of the Salary Commission.	Approved Ord. 2690
Adopt a Resolution of the City of Marysville Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.	Approved Res. No. 2198

March 12, 2007

**Marysville City Council**  
7:00 p.m.

City Hall

Adopt a Resolution of the City of Marysville Authorizing a \$1,170,876.03 Interfund Loan from the Water Works Utility Fund 401 to the Street Construction Fund 305, and Providing for Payment and a Formula for Payment of Interest.	Approved Res. No. 2199
Adopt a Resolution Concerning the City of Marysville's Commitment to the Development and Construction of an Independent Stand Alone Four Year Polytechnic University in Snohomish County.	Approved Res. No. 2200
<b>Information Items</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:02 P.M.
<b>Executive Session</b>	8:10 P.M.
<b>Pending Litigation – one item, no action</b>	
<b>Real Estate – one item, no action</b>	
<b>Adjournment</b>	8:40 P.M.

## MARYSVILLE CITY COUNCIL MEETING

March 12, 2007

7:00 p.m.

City Hall

### CALL TO ORDER / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nehring called the March 12, 2007 meeting of the Marysville City Council to order at 7:00 p.m. The invocation was given by Pastor Bill Walles of the Bethlehem Lutheran Church. Mayor Pro Tem Nehring led those present in the Pledge of Allegiance.

### ROLL CALL

Chief Administrative Officer Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

**Council:** Mayor Pro Tem Jon Nehring, Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, and Jeff Vaughan

**Staff:** Mary Swenson, Chief Administrative Officer; Grant Weed, City Attorney; Gloria Hirashima, Community Development Director; Richard Smith, Chief of Police; Jim Ballew, Parks and Recreation Director; and Laurie Hugdahl, Recording Secretary.

It was noted that Mayor Kendall and Councilmember Donna Wright were in Washington, DC for the National League of Cities.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Phillips, to excuse the absence of Councilmember Wright. **Motion** passed unanimously (6-0).

### COMMITTEE REPORTS

None.

### PRESENTATIONS

None.

### AUDIENCE PARTICIPATION

None.

## APPROVAL OF MINUTES

### 1. Approval of February 26, 2007 City Council Meeting Minutes.

Councilmember Rasmussen noted the following spelling correction on page 1 of 8. under Committee Reports: *Concert series will be funded by Suntex **Centex** Homes.*

Councilmember Seibert referred to page 2 of 8, under his comments. 7<sup>th</sup> bullet should be: *Improving diversion **of recycling.***

The last bulleted sentence should read: *Southwest Solid Waste Transfer Station construction **on enclosing the facility** to begin soon.*

Councilmember Phillips referred to the top of page 3 under item 1. Change **PEG** to **EG**.

**Motion** made to approve the February 26 City Council Meeting minutes as corrected. **Motion** passed unanimously (6-0).

### 2. Approval of March 5, 2007 City Council Work Session Minutes.

Councilmember Phillips referred to page 4 of 6, 2<sup>nd</sup> paragraph, 1<sup>st</sup> sentence should be replaced with: *Councilmember Phillips stated that he is not comfortable with the language of the section addressing the effective date of changes because ~~it seems to assume a pay raise each year.~~ **the Council would have to assume a pay raise each year and budget accordingly.***

He then noted that in the third paragraph, the last sentence should be replaced with the following: *Councilmember Phillips said he would be in favor **of a COLA** for the mayor **if the Salary Commission wanted to do something along those lines for the mayor.**, ~~but not for the Council.~~ **He believed that this could be done for a stated period of time to avoid the problem of the raise being a year behind. He then stated that while he would support this for the mayor, he personally would not be in favor of a COLA for the councilmembers.***

**Motion** made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve the minutes as amended. **Motion** passed unanimously (6-0).

## CONSENT AGENDA

Councilmember Vaughan requested the removal of Consent Agenda Item 3.

**Motion** made by Councilmember Soriano, seconded by Councilmember Rasmussen to approve the following Consent Agenda Items # 4-6, 8-10, and 12:

4. **Approval of March 5, 2007 Payroll in the Amount of \$986,670.72; Paid by Check No. 17542 through 17613.**
5. **Approval of March 7, 2007 Claims in the Amount of \$1,319,062.78; Paid by Check No. 37481 through 37623 with Check No. 37193 Void.**
6. **Approval of New Liquor Licenses: Smokes to Go, 1309 State Avenue; Mae Phim Marysville Thai Restaurant, 1212 #E State Avenue; and 7-Eleven, 1114 State Avenue.**
8. **Approval of Renewal of Liquor Licenses: Big K-Mark #7253, 9623 State Avenue; Harvest Harden, 1508 -2nd Street; 7-Eleven #2306-18861E, 1114 State Avenue; Acapulco Mexican Restaurant, 9611 State Avenue, Suite A; and First Stop Food Mart, 70 State Avenue, Suite B.**
9. **Authorize Mayor to Sign Interlocal Governmental Agreement Between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training.**
10. **Approval of the Purchase and Installation of Dump Body for New Dump Truck Cab & Chassis.**
12. **Authorize Mayor to Sign Fiber Optic Lease Agreement with Black Rock Cable, Inc. for Data Connection to County's Network and to Washington State's Inter-Governmental Network.**

**Motion** passed unanimously (6-0).

3. **Approval of February 28, 2007 Claims in the Amount of \$429,417.03; Paid by Check No. 37317 through 37480.**

Councilmember Vaughan referred to the purchase of sunglasses from Sound Harley Davidson and asked about the policy for providing personal protective equipment. Chief Administrative Officer Swenson explained that this is determined by the contract language for the particular group. She indicated that she would check on this specific item.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Soriano to approve Consent Agenda Item 3. **Motion** passed unanimously (6-0).

It was noted that item 7 from the Work Session Agenda had not made it onto the Council Meeting Agenda. After discussion with the city attorney, the council was advised that they could take action on this if they desired.

**Motion** made by Councilmember Phillips, seconded by Councilmember Seibert, to approve Consent Agenda Item 7: Approval of Renewal of Liquor Licenses: Albertson's No. 412, 11401 State Ave.; Albertson's No. 471, 301 Marysville Mall; Fanny's Restaurant, 505 Cedar Ave. #A1; State Street Food Mart, 1034 State Ave.; 88th Street Shell Food-Mart & Car Wash, 3506 88th Street NE; and Vi and Glynn's Pub, 10321 State Ave. **Motion** passed unanimously (6-0).

## REVIEW BIDS

None.

## PUBLIC HEARING

None.

## CURRENT BUSINESS

None.

## NEW BUSINESS

### 11. Professional Services Agreement with Perteet Engineering, Inc. to Update Traffic Impact Study.

Since Public Works Director Roberts was out ill, this item was rescheduled for action at the next work session.

## LEGAL

None.

## ORDINANCES AND RESOLUTIONS

### 15. An Ordinance of the City of Marysville, Washington Amending Marysville Municipal Code Subsections 2.51.040(1) and (2) Relating to the Duties of the Salary Commission.

Councilmember Phillips reiterated that he does not feel comfortable with the fact that there would have to be money sitting in the budget for Council to be able to allow this to take effect immediately. He would rather see them meet and plan for down the road.

Councilmember Seibert asked if the Salary Commission would have the flexibility of postponing a pay increase for a year if they felt there was not enough money in the

budget. City Attorney Weed said they would have the flexibility of choosing the effective date as long as there were funds available.

Councilmember Rasmussen suggested changing the language from “shall” to “may” in the first paragraph. Mr. Weed indicated that this would be acceptable.

**Motion** made by Councilmember Seibert, seconded by Councilmember Soriano, to Adopt Ordinance No. 2690 as presented. Councilmember Rasmussen offered a friendly amendment to change “shall” to “may” in the first paragraph. Councilmember Seibert chose not to accept that amendment. **Motion** passed (4-2) with Councilmember Phillips and Rasmussen voting against.

**13. A Resolution of the City of Marysville Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.**

**Motion** made by Councilmember Vaughan, seconded by Councilmember Rasmussen, to adopt Resolution No. 2198. **Motion** passed unanimously (6-0).

**14. A Resolution of the City of Marysville Authorizing a \$1,170,876.03 Interfund Loan from the Water Works Utility Fund 401 to the Street Construction Fund 305, and Providing for Payment and a Formula for Payment of Interest.**

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Soriano, to adopt Resolution No. 2199. **Motion** passed unanimously (6-0).

**16. A Resolution Concerning the City of Marysville’s Commitment to the Development and Construction of an Independent Stand Alone Four Year Polytechnic University in Snohomish County.**

**Motion** made by Councilmember Soriano, seconded by Councilmember Rasmussen, to adopt Resolution No. 2200. **Motion** passed unanimously (6-0).

## **MAYOR’S BUSINESS**

Development Services Breakfast is to be held on March 16 at Cedarcrest Restaurant from 7 to 8:30 a.m. Interested parties should RSVP to Gloria Hirashima or Belinda Beardsley.

## **STAFF BUSINESS**

Jim Ballew reported the Boy Scouts returned to work with the chips from the Christmas trees at the REI project site.

The Everett Explosion came to town over the weekend. There was a misunderstanding about kids wearing their jerseys to the game and they were denied entrance if they were wearing their shirt. As compensation, the team has offered the Parks and Recreation Department 250 tickets to their first real game.

Gloria Hirashima gave updates on the following:

- Smokey Point Plan for the newly annexed area is underway. They have met with the major property owners and will be hosting a general open house once a preliminary draft is prepared. Staff has also scheduled meetings with some of the state and regional agencies to discuss environmental regulations for that area.
- Whiskey Ridge Plan is continuing. Staff is currently updating the traffic impact fee information as directed by Council. There have also been ongoing discussions about road alignments in that area with interested parties.
- 88<sup>th</sup> Street Master Plan – Draft Plan should be available in approximately three months.

Grant discussed a bill he is watching which relates to clarifying the authority for cities to contract for court services. He welcomed Chief Smith.

Mary Swenson:

- She reported that she, the Mayor and the directors attended a retreat last week. Highlights of topics discussed included the salary survey information, financial projects that are coming forward and funding options for those.
- She discussed how her family has been enjoying trying out the new restaurants in town. Last weekend they went to Bob's Burger and Brew. She was pleased to report that it was very crowded with lots of youth there.
- She had two items for Executive Session – one real estate item and one pending litigation item with no action needed. Expected length of Executive Session was ten minutes.
- She pointed out the cover photo and positive article about Mayor Kendall on the cover of the *Snohomish County Business Journal*.

Chief Smith commented on the excellent collaboration among staff during the retreat. He thanked everyone for their endorsement and for making him feel welcome so quickly. He is looking forward to the future with his department and with the City.

## **CALL ON COUNCILMEMBERS**

Carmen Rasmussen:

- She discussed plans initiated by a middle school student who has a vision for creating a Cinco de Mayo/Hispanic cultural community event. The idea was discussed at a recent meeting at the middle school and several groups have stepped forward to make this a reality. Councilmember Rasmussen asked if

Council would be interested in partnering with them in this event.

Councilmember Seibert suggested putting this on an agenda in order to get input from staff. Parks and Recreation Director Ballew said that they have already been working with Mr. Strickland on music and have offered the use of the PA system.

Councilmember Vaughan said he would support efforts to reach out to diverse communities within the city.

Councilmember Phillips said he would like to see this come to the Council on the agenda, possibly in the form of a resolution. He expressed support for the idea.

Councilmember Soriano concurred.

- Councilmember Rasmussen asked about the Lakewood Open House on the schedule for tomorrow night. Jim Ballew said it was the open house for the school district.
- She spoke with Mrs. Short, a citizen, who was very concerned about the Whiskey Ridge road plans' impact on her property. She was concerned about whether or not the fire station would be completed prior to development and wondered whether or not the fire department has been involved with the plans for the intersection at 67<sup>th</sup> and 44<sup>th</sup>. Gloria Hirashima said she had met with Mr. and Mrs. Short and felt that some of their concerns had been addressed. She added that the fire district has very been involved and is aware of the improvements. She noted that they are aware that the improvements will be several years down the road and they do not have an issue with safety of that intersection.

Lee Phillips commended the high quality of service and professionalism of off-duty Marysville police officers Sparr and Elton who were utilized at the Fred Meyer in Everett to address issues with youth. He noted that the management at Fred Meyer had been very impressed.

Councilmember Soriano asked where the Lakewood Open House would be. Director Ballew said it would be held at the middle school.

Jeff Seibert:

- Asked Gloria Hirashima about the development occurring at 80<sup>th</sup> and Cedar. He referred to the ordinance that does not allow anyone to cut up a street for five years after paving and asked about enforcement of that. Director Hirashima indicated she would look into it.
- Councilmember Seibert commented that traffic at Red Robin and Costco was great when he was there over the weekend.
- He commented on the traffic from State Street to the Freeway on 88<sup>th</sup> and suggested at the very least a right-turn lane there to ease some of the congestion.

- He requested a list of places where rolled curbs have been used. Ms. Hirashima indicated that that had been emailed out. She will make sure it gets mailed to Councilmember Seibert.

Jeff Vaughan:

- He addressed concerns about development occurring in the Pinewood Elementary area, especially bulldozers and heavy equipment in the area and also terrible parking problems. Ms. Swenson noted that she had met recently with John Bingham from the school district and had discussed this with him. Staff will be keeping an eye on some unique circumstances there.
- Councilmember Vaughan also wondered how development there might impact the 51<sup>st</sup> Street connection.
- He wondered why some of the “buttons” are coming off the streets. Councilmember Seibert thought that it was probably from the snow plows.

**INFORMATION ITEMS**

None.

**ADJOURNMENT**

Mayor Pro Tem Nehring recessed to Executive Session at 8:02 p.m., with Executive Session scheduled to begin at 8:10 p.m. and last for ten minutes.

**EXECUTIVE SESSION**

Council met in Executive Session at 8:10 p.m. to discuss potential and pending litigation and real estate.

**ADJOURNMENT**

Council reconvened into Regular Session taking no further action, and Mayor Pro Tem Nehring adjourned the meeting at 8:40 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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Mayor  
Dennis Kendall

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Deputy City Clerk  
Lillie Lein

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Recording Secretary  
Laurie Hugdahl

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATED: March 26, 2007

AGENDA ITEM: Liquor License Renewals	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. Liquor License Renewal Listing	APPROVED BY:	
	MAYOR	
BUDGET CODE:	AMOUNT:	

The following establishments have applied for liquor license renewals: *Kuhnle's Tavern (204 State Avenue)*; *Maxi's Restaurant (9611 Smokey Point Boulevard, Ste. C)*; *4<sup>th</sup> Street Market & Deli (1212 – 4<sup>th</sup> Street)*; *7 Eleven Store #2306-32834A (3609 – 88<sup>th</sup> Street NE)*; *7 Eleven Store #29536 (10013A Shoultes Road)*; *La Hacienda #4 (9922 State Avenue)*; *Smoke Plus (9206 State Avenue #C)*; and *Shell Foodmart #126 (1209 – 4<sup>th</sup> Street)*. The Police Department and the City Clerk's Office have reviewed and approved these requests.

## RECOMMENDED ACTION:

The Police Department and the City Clerk's Office recommend City Council approve the liquor license renewals for *Kuhnle's Tavern (204 State Avenue)*; *Maxi's Restaurant (9611 Smokey Point Boulevard, Ste. C)*; *4<sup>th</sup> Street Market & Deli (1212 – 4<sup>th</sup> Street)*; *7 Eleven Store #2306-32834A (3609 – 88<sup>th</sup> Street NE)*; *7 Eleven Store #29536 (10013A Shoultes Road)*; *La Hacienda #4 (9922 State Avenue)*; *Smoke Plus (9206 State Avenue #C)*; and *Shell Foodmart #126 (1209 – 4<sup>th</sup> Street)*.

## COUNCIL ACTION:

C091080-2

## WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 3/05/07

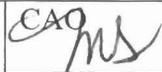
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF MARYSVILLE  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20070630

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	KUHNLE'S TAVERN, INC.	KUHNLE'S TAVERN 204 STATE AVE MARYSVILLE WA 98270 0000	354842	TAVERN - BEER/WINE OFF PREMISES
2	A.D.K., INC.	MAXI'S RESTAURANT 9611 SMOKEY POINT BLVD STE C MARYSVILLE WA 98270 0000	369458	SPIRITS/BR/WN REST LOUNGE +
3	AN, CHANG KEUN AN, MI Y	4TH STREET MARKET & DELI 1212 4TH ST MARYSVILLE WA 98270 0000	365210	GROCERY STORE - BEER/WINE
4	KLASSEN, JEFFREY A THE SOUTHLAND CORPORATION, FR	7 ELEVEN STORE 2306-32834A 3609 88TH ST NE MARYSVILLE WA 98270 0000	081572	GROCERY STORE - BEER/WINE
5	KLASSEN, JEFFREY A. THE SOUTHLAND CORPORATION	7-ELEVEN FOOD STORE NO. 29536 10012A SHOULTES RD MARYSVILLE WA 98270 0000	073034	GROCERY STORE - BEER/WINE
6	LA FRAGATA, INC.	LA HACIENDA #4 9922 STATE AVE MARYSVILLE WA 98270 2228	359004	SPIRITS/BR/WN REST LOUNGE + CATERING
7	MOON, CHANG IL	SMOKE PLUS 9206 STATE AVE # C MARYSVILLE WA 98270 2266	400813	GROCERY STORE - BEER/WINE
8	ARS WEST LLC	SHELL FOODMART-SITE 126 1209 4TH ST MARYSVILLE WA 98270 4916	366457	GROCERY STORE - BEER/WINE

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 26, 2007**

AGENDA ITEM: Approval of Fireworks Applications	AGENDA SECTION:	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. MMC 9.20 2. Notices Distributed at Fireworks Stands	APPROVED BY:	
	MAYOR	
BUDGET CODE:	AMOUNT:	

The City has received Fireworks Stand Permit Applications for the following locations:

<u>Applicant</u>	<u>Location</u>
Marysville Kiwanis	3713 – 116 <sup>th</sup> Street NE (Gateway Shopping Center)
Marysville Kiwanis	1052 State Avenue (Gold’s Gym)
Marysville Kiwanis	1258 State Avenue (Safeway)
Marysville Kiwanis	3711 – 88 <sup>th</sup> Street NE (Haggens)
Marysville Kiwanis	301 Marysville Mall (Albertson’s-South.)
Marysville Kiwanis	6610 - 64th Street NE (Allen Creek Thriftway)
Mountain View Assembly of God	9925 State Avenue (Fred Meyer)
Turning Point Church	11401 State Avenue (Albertson’s-North)

All applicants meet requirements specified in MMC 9.20. Stand operators are provided with an information sheet on City regulations. These are laminated and to be displayed at each stand. They are also provided with copies for distribution to customers.

The Marysville Fire District inspects each stand and the Fire District distributes permits upon determining a satisfactory inspection.

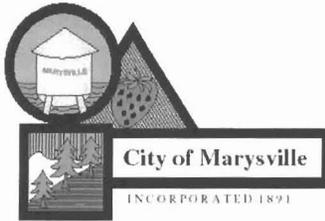
Staff annually monitors parking at stand locations. There continues to be no apparent problems at the current locations.

<p><b>RECOMMENDED ACTION:</b> The City Clerk recommends the City Council approve firework stand permits for the Marysville Kiwanis (6 stands), Mountain View Assembly of God (1 stand), and Turning Point Church (1 stand).</p>
<p><b>COUNCIL ACTION:</b></p>

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## Chapter 9.20 FIREWORKS

### Sections:

- 9.20.010 State statutes adopted.
- 9.20.015 Additional definitions.
- 9.20.020 Date and time limits for sale or discharge of consumer fireworks.
- 9.20.070 Permit procedure.
- 9.20.080 Action by city council.
- 9.20.090 Issuance of – Nontransferable.
- 9.20.110 Operation of fireworks stands.
- 9.20.120 Temporary fireworks stand specifications.
- 9.20.125 Enforcement – Revocation of permit.
- 9.20.130 Penalties for violations.

### **9.20.010 State statutes adopted.**

The following sections of the State Fireworks Law (Chapter 70.77 RCW) are adopted by reference, including any amendments to the same which may hereafter be enacted by the state of Washington:

#### RCW

- 70.77.126 Definition of “fireworks.”
- 70.77.131 Definition of “display fireworks.”
- 70.77.136 Definition of “consumer fireworks.”
- 70.77.141 Definition of “agricultural and wild1ife fireworks.”
- 70.77.146 Definition of “special effects.”
- 70.77.160 Definition of “public display of fireworks.”
- 70.77.165 Definition of “fire nuisance.”
- 70.77.180 Definition of “permit.”
- 70.77.190 Definition of “person.”
- 70.77.205 Definition of “manufacturer.”
- 70.77.210 Definition of “wholesaler.”
- 70.77.215 Definition of “retailer.”
- 70.77.230 Definition of “pyrotechnic operator.”
- 70.77.255 Acts prohibited without a license.
- 70.77.285 Public display permit – Bond.
- 70.77.290 Public display permit.
- 70.77.295 Public display permit – Amount of bond.
- 70.77.311 Exemptions from licensing.
- 70.77.335 License authorizes activities of salesmen, employees.

- 70.77.405 Authorized sales of toy caps, tricks, novelties.
- 70.77.410 Public displays not to be hazardous.
- 70.77.415 Supervision of public displays.
- 70.77.420 Storage permit required.
- 70.77.425 Approved storage facilities required.
- 70.77.430 Sale of stock after revocation or expiration of license.
- 70.77.450 Examination, inspection of books and premises.
- 70.77.480 Prohibited transfers of fireworks.
- 70.77.485 Unlawful possession.
- 70.77.488 Reckless discharge or use of fireworks.
- 70.77.510 Sales or transfers of display fireworks.
- 70.77.515 Sales or transfers of consumer fireworks.
- 70.77.520 Fire nuisance where fireworks kept – Prohibited.
- 70.77.535 Special fireworks for entertainment media.
- 70.77.545 Violation a separate, continuing offense.
- 70.77.570 Certain rockets not to be sold as common fireworks.
- 70.77.580 Posting by retailers of lists of allowed fireworks.  
(Ord. 2409 § 1, 2002; Ord. 1942 § 1, 1993; Ord. 1778 § 1, 1990; Ord. 1376 § 2, 1984).

#### **9.20.015 Additional definitions.**

The following additional definitions shall apply in this chapter:

- (1) "Articles pyrotechnic" means pyrotechnic devices for professional use similar to consumer fireworks in chemical composition and construction but not intended for consumer use which meet the weight limits for consumer fireworks but which are not labeled as such and which are classified as UNO 431 or UNO 432 by the United States Department of Transportation at CFR Section 172.101 as of the effective date of this definition.
- (2) "Permittee" means any person issued a fireworks permit in conformance with this chapter. (Ord. 2409 § 2, 2002).

#### **9.20.020 Date and time limits for sale or discharge of consumer fireworks.**

No fireworks shall be sold or discharged within the city except as follows:

- (1) The sale of consumer fireworks shall be allowed from 12:00 noon to 11:00 p.m. on June 28th and from 9:00 a.m. to 11:00 p.m. on June 29th through July 4th.
- (2) Consumer fireworks may be discharged July 4th only from 9:00 a.m. to 11:00 p.m. and December 31st from 9:00 a.m. to 2:00 a.m. on January 1st. (Ord. 2529 § 1, 2004; Ord. 2409 § 3, 2002; Ord. 2031 § 1, 1995; Ord. 1942 § 2, 1993).

#### **9.20.070 Permit procedure.**

Any adult person, firm, partnership, corporation or association may apply for a fireworks permit; provided, that the applicant must hold a current business license issued by the city, and must be, or be sponsored by, a person or entity which has a permanent address within the city limits. The application shall be in writing and shall be filed with the city clerk, at least 30 days in advance of the proposed sale of fireworks. The application shall include the following:

- (1) Proof that the applicant has been issued a fireworks license or permit by the Chief of the Washington State Patrol acting through the Director of Fire Protection;
- (2) A description of the proposed location of the fireworks;
- (3) Proof that the applicant has an insurance policy with bodily injury liability limits of \$50,000/\$1,000,000 for each person and occurrence and \$50,000 for property

damage liability for each occurrence. The city shall be named as an additional insured on the policy;

(4) An annual license fee of \$50.00;

(5) Subject to MMC 9.20.080, such permit shall be issued if the application meets the requirements of Chapter 70.77 RCW and all ordinances of the city of Marysville within the earlier of 30 days after the receipt of the application or by June 10th of the calendar year. (Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982).

#### **9.20.080 Action by city council.**

Upon seven days' advance written notice to the applicant, the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe. No more than eight fireworks stands shall be permitted within the city limits. The decision of the city council with respect to an application shall be final. (Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

#### **9.20.090 Issuance of – Nontransferable.**

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant who thereafter shall be the permittee. The permit shall be for a term of one year. No permit shall be transferable without express approval by the city council. (Ord. 2409 § 5, 2002; Ord. 1235 § 5, 1982).

#### **9.20.110 Operation of fireworks stands.**

The party holding the fireworks permit shall operate the fireworks stand exclusively by and through its employees, members or designees. At least one adult person (age 18 or over) shall be present at all times a fireworks stand is open to the public. No person under 16 years of age shall be allowed to sell fireworks or remain within a fireworks stand when it is open to the public. (Ord. 1778 § 2, 1990; Ord. 1241 § 4, 1982; Ord. 1235 § 6, 1982; Ord. 479 § 11, 1962).

#### **9.20.120 Temporary fireworks stand specifications.**

All retail sales of consumer fireworks shall be permitted only from a retailer at a retail fireworks stand or outlet that is temporary, and the sale from any other building or structure is prohibited.

A retail fireworks stand shall be subject to the following provisions, unless preempted by state-wide standards, in which event the state-wide standards shall apply:

(1) No retail fireworks stand shall be located within 25 feet of any other building, nor within 50 feet of any gasoline station.

(2) Retail fireworks stands shall be temporary and need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the fire chief, as defined elsewhere in this code, who shall require that the stand be constructed in a manner which shall insure the safety of attendants and patrons, shall be wired according to state or national electrical code, and shall satisfy any state-wide standards issued by the State Director of Fire Protection. At least two approved fire extinguishers with 2.5 gallons apiece, or equivalent, shall be maintained at each stand at all times.

(3) Each stand must have two exits.

(4) No retail fireworks stand shall be located closer than 600 feet to another fireworks stand.

(5) All weeds and combustible material shall be cleared from the location of the

stand, including a distance of at least 20 feet surrounding the stand.

(6) "No Smoking" signs shall be prominently displayed on the fireworks stand.

(7) Each retail fireworks stand shall be operated by adults only. No fireworks shall be left unattended in a stand.

(8) All unsold stock and accompanying litter shall be removed from the location by 12:00 noon on the sixth day of July of each year.

(9) The retail fireworks stand shall be disassembled and removed from the location by 12:00 noon on the sixth day of July of each year. (Ord. 2409 § 6, 2002; Ord. 1778 § 3, 1990; Ord. 479 § 12, 1962).

#### **9.20.125 Enforcement – Revocation of permit.**

The city fire marshal shall be authorized to enter and inspect all fireworks stands to assure compliance with the provisions of this chapter and to protect the public health, safety and welfare. The fire marshal is authorized to temporarily revoke any permit, for cause. Any party aggrieved by such revocation shall have the right to appeal the same to the city council within 10 days thereafter. The decision of the city council shall be final. (Ord. 1235 § 7, 1982).

#### **9.20.130 Penalties for violations.**

Any person violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not exceeding \$300.00, or by imprisonment in the city jail for a period not exceeding 90 days, or by both such fine and imprisonment. Further, the license shall be revoked. (Ord. 479 § 13, 1962).



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**COMMON FIREWORKS MAY BE  
DISCHARGED IN  
THE CITY OF MARYSVILLE:**

**JULY 4<sup>th</sup> ONLY**

**9:00 AM TO 11:00 PM**

**COMMON FIREWORKS MAY BE  
DISCHARGED IN  
THE CITY OF MARYSVILLE:**

**JULY 4<sup>th</sup> ONLY**

**9:00 AM TO 11:00 PM**

**CITY OF MARYSVILLE-  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** March 26, 2007

AGENDA ITEM: PA 0006019 Serenade – Final Plat	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Senior Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Hearing Examiner Decision dated 04/05/01 2. Council minutes (7/18/05 & 07/25/05) 3. Section 20.12.120 MMC (Time Limits) 4. Site Plan 5. Vicinity Map 6. Legal Description	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

On April 5<sup>th</sup>, 2001, the Hearing Examiner approved the preliminary subdivision of Serenade, creating 10 lots on approximately 4.79 acres. Pursuant to Section 20.12/120 MMC, final subdivision approval must be obtained within 5 years of preliminary approval. One, one-year extension is allowed provided the applicant can demonstrate good faith in submitting the final plat within the 5-year time frame. On July 25, 2005, the City Council approved a one-year plat extension for the Plat of Serenade provided the applicant submit civil engineering plans to the City for review by April 5, 2006, which the applicant did. The one-year plat extension expires on April 5, 2007. The applicant is currently in the process of completing the necessary requirements/improvements to allow the plat to be recorded prior to the expiration date.

The site is generally located south of 70<sup>th</sup> St NE, east of 60<sup>th</sup> Drive NE, being a portion of the NE ¼ of Section 27, Township 30N, Range 5E, WM.

**RECOMMENDED ACTION:** Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar, provided the applicant meets all conditions of plat approval prior to the April 5<sup>th</sup>, 2007 recording deadline.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**  
**Hearing Examiner**  
**Findings, Conclusions and Decision**

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**APPLICANT:** Robinett Development Company

**CASE NO.:** PA 0006019

**LOCATION:** 6104 70<sup>th</sup> Street NE

**APPLICATION:** Request for approval of a 10-lot preliminary site plan, preliminary plat

**SUMMARY OF DECISION:**

Planning Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

**PUBLIC HEARING:**

After reviewing the official file, which included the Planning Staff's Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Robinett application was opened at 7:15 p.m., March 22, 2001, in the Council Chambers, Marysville, Washington, and closed at 8:14 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Planning Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

**HEARING COMMENTS:**

As noted in the minutes of the hearing, comments were offered by:

Cheryl Dungan, Senior Planner  
Eric Thompson, Program Engineer – Land Development  
Marty Robinett, applicant  
James Rocco Sheets, neighbor  
Larry Price, Marysville School District representative  
Bruce Tipton, concerned citizen  
Jason Jones, neighbor

**WRITTEN COMMENTS:**

Written comments were received from the following members of the general public:  
James and Nancy Sheets (Exhibits 13, 24, 38, 63, & 69)

Charles Watts (Exhibit 22)

Bruce Tipton (Exhibits 61 & 62)

**ISSUES AND CONCERNS IDENTIFIED:**

Following are issues and concerns identified in the oral and written comments submitted by community residents on this file. Please see minutes of the hearing and exhibits noted for full description of the issues and concerns identified.

- An Environmental Impact Statement should be required (Exhibit 63)
- Drainage impacts from the proposed development will impact the surrounding existing developments and drainage from the proposed development should be thoroughly reviewed (Exhibits 13, 22, 24, 61, 62, 63 and 69, and hearing comments from James Sheets and Bruce Tipton)
- Curbs and gutters should be required beyond the frontage of the subject property (Exhibits 13 and 69)
- Sidewalks should be extended beyond the frontage of the subject property for public safety particularly for school children (Exhibits 13 and 69, and hearing comments from Larry Price, James Sheets and Jason Jones)
- A sight obscuring fence along with an evergreen tree greenbelt should be required along the south side of the Sheets property and a sight obscuring fence should be required along the west side of the Sheets property - with an access gate. (Exhibit 13)
- A light easement should be required that would allow only a one story house to be constructed on proposed lot 10 (Exhibit 69 and hearing comments from James Sheets)
- Lots in the proposed subdivision are smaller than the surrounding lots (Hearing comments from Jason Jones)

**FINDINGS CONCLUSIONS AND DECISION:**

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

**A. FINDINGS AND CONCLUSIONS:**

1. The information contained in Sections I and II of the Planning Staff's Advisory Report (Hearing Examiner Exhibit 65), as corrected at the hearing, is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Planning Department.
2. The minutes of the meeting accurately summarize the testimony offered at the hearing and by this reference are entered into the official record.
3. Environmental Review. After evaluation of the applicant's environmental checklist and other supporting documents and application materials, a Mitigated Determination of Non-

Significance (MDNS) was issued on 2/14/01. Written comments were submitted from neighboring property owners (Exhibit 63), however no appeal to the MDNS was filed. Therefore, the MDNS stands and the environmental review done under SEPA has been completed.

4. Drainage Impacts: The applicant has submitted a preliminary drainage report (Exhibit 10). The City of Marysville Engineering Department reviewed the preliminary drainage report and deemed it to be acceptable for preliminary approval (Exhibit 43). The “as-built” drawings (Exhibit 70) show what drainage facilities are now in place in the area. Section I.H of the Planning Staff report (Exhibit 65) provides a good explanation of the drainage issues relative to this proposal. During the construction plan review phase, the applicant will be required to address additional issues in much greater detail.
5. Extended Curbs, Gutters and Sidewalks: There must be a nexus or a connection between the proposed development and the identified problem. Furthermore, the conditions required by the City must be “roughly proportional” to the impact that is being generated by the proposed development. It is acknowledged that a problem already exists with respect to curbs, gutters and sidewalks; however, the problem that exists was not created by the proposed development. The City can require the applicant to install curb, gutter and sidewalks where the impact is directly linked to the proposed development, but based on existing case law; the City has no authority to require more than that. In this case, the applicant will be required to install curbs, gutters and sidewalks along the entire frontage of the property involved in the proposed development. If all development in the past had been required to do the same, there would be curbs, gutters and sidewalks in front of all of the developed properties in the City. At the hearing, Engineering staff indicated that the City has been working with the School District to identify unsafe walking areas and the City has a program whereby sidewalks may be improved with adjacent landowner participation.
6. Fence/Greenbelt: Chapter 19.16 MMC sets the standards for landscaping and screening in Marysville. The Chapter provides requirements for visual screens and barriers as transitions between different land uses. However, in this case, the proposal is for a single-family residential development that is surrounded on three sides by single-family residential developments. The land on the fourth side is unplatted and the subject property has a significant wetland on that side. Therefore, no fences or greenbelts can be required. The developer may choose to install a fence or greenbelt as part of his development, but there is no adopted code upon which such a screen could be required as a condition of plat approval.
7. Light Easement: The owners of the house to the north of proposed Lot 10 requested a light easement to allow only a one story house to be constructed on Lot 10. The house on the lot north of Lot 10 is located over 105 feet from the north property line of proposed Lot 10. Normally a minimum of a 5-foot side yard setback would be required, but in this case, proposed Lot 10 will have a 10-foot wide storm easement along its north property

line and there will be a 10-foot building setback line from the drainage pipe that is installed in that easement. Therefore, any house or garage that is built on proposed Lot 10 will need to have over a 10-foot setback from the north property line. The zoning code allows a maximum height of 30 feet in the R 4.5 zone. The Examiner can find no basis for a condition to require a light easement on proposed Lot 10.

8. Smaller Lots: The sizes of the proposed lots comply with the City's Comprehensive Plan and Zoning Code. The minimum lot size allowed in the R 4.5 zone is 5,000 square feet. The smallest lot in the proposed subdivision will be 5,028 square feet in size and the average lot size will be 7,734 square feet.
9. If approved as conditioned below, the development will be consistent with the comprehensive plan and will meet the requirements and intent of the Marysville Municipal Code.
10. If approved as conditioned below, the development will make adequate provisions for open space, environmentally sensitive areas, drainage streets and other public ways, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.
11. If approved as conditioned below, the development will be beneficial to the public health, safety and welfare and will be in the public interest.
12. If approved as conditioned below, the development will not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.
13. The area, location and features of land proposed for dedication are a direct result of the development proposal are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

## **B. DECISION:**

Based upon the foregoing findings of fact and conclusions, the request is approved, subject to the following conditions:

1. Front yard setbacks on lots 5 and 9 shall be relocated to the point where the lot meets the minimum lot width requirement for the zone.
2. Prior to site development, the applicant shall contact the Department of Fisheries with regards to H.P.A. permit requirements.
3. The existing wells shall be abandoned in accordance with Snohomish Health District and Department of Ecology standards. (MDNS #1)

4. A detailed drainage plan, which includes a drainage report and downstream analysis, shall be submitted by a licensed engineer and shall be approved by the Department of Public Works prior to site development. The plan shall demonstrate that the project as proposed will not adversely impact adjacent properties. (MDNS #2)
5. Prior to approval of the drainage plan, the applicant's wetland biologist shall review the proposed plans to ensure that the hydrology of the wetland is being maintained. The biologist shall submit a letter to the city for review and approval. (MDNS #3)
6. Prior to construction plan approval, the applicant shall submit a final geotechnical report that contains additional groundwater monitoring reports. (MDNS #4)
7. A Water Quality Control (WQC) Plan shall be prepared and submitted for review and approval by the City. A professional engineer licensed in the state of Washington shall prepare the WQC plan. The WQC plan shall meet all technical and detail requirements, including a project description, background computations for sizing drainage facilities and a downstream analysis. The WQC plan will also be required to identify how the Large Parcel Minimum Requirements 1 through 12 have been addressed. Particularly, LPMR #1, Erosion and Sedimentation Control Plan. The design of the WQC plan shall be subject to the requirements of the Stormwater Management Manual for the Puget Sound Basin and all construction standards and specifications as provided for under 14.15.100 MMC. (MDNS #5)
8. A clearing and grading plan meeting the requirements of Chapter 19.28 shall be submitted and approved by the City prior to site development. Clearing limits fencing shall be installed along the outer edge of all wetland buffer and open space areas prior to any site work. The City shall inspect all erosion control measures, and clearing limits fencing prior to the start of clearing and grading work. (MDNS #6)
9. The applicant shall submit a final wetland mitigation plan, which includes the following:
  - ◆ A detailed planting plan consistent with 19.24.150 shall be submitted prior to final plat approval. (MDNS #7)
10. Wetland fencing and signage along those lots adjacent to a regulated wetland or stream corridor shall be constructed with pressure treated posts and rails, cemented into the ground, and either cedar or treated rails. Alternative materials may be used subject to approval by the City. The signs shall be posted at a rate of 100 feet minimum. (MDNS #8)
11. Prior to final plat approval, the applicant shall provide a landscape/reforestation plan that will include, but not be limited to, the following improvements: (MDNS #9)
  - ◆ Street trees spaced 40 feet on center. These trees shall be a minimum of 2" caliper or 10' to 12' in size at the time of planting. Tree species should be selected from the City's recommended street tree listing in the streetscape plan.
  - ◆ Yard trees at a rate of two (2) trees per lot. These trees should include at least one evergreen tree, which is a native species to the Northwest region. These trees shall be a minimum of 2" caliper or 10' to 12' in size for deciduous and 6' in size for evergreen. Lots that include retained trees will not be required to provide yard trees.
  - ◆ Pond landscaping.

(Note: Street trees to be installed prior to final plat approval, yard trees to be installed prior to final home inspection for that particular lot).

12. Concurrently with street tree installation the applicant shall install sod within all planter strips located within public right-of-way.
13. The applicant shall install a reflective barricade at the east edge of the newly constructed sidewalk. (MDNS #10)
14. The applicant shall participate on a proportionate share basis towards the County's street system at a rate of \$158 per average daily trip x 15%. (MDNS #11)
15. The applicant shall make mitigation payments of \$963 per new lot for park and recreation impacts. (MDNS #12)
16. The applicant shall participate on a proportionate share basis towards the City's street improvement projects to mitigate the projects impacts to the city's street system in an amount not to exceed \$1542 per evening peak hour trip. (MDNS #13)
17. The applicant shall pay traffic mitigation, on a proportionate share basis, towards the signalization project planned for the intersection of SR 528 and SR 9 in the amount of \$232.40. (MDNS #14)
18. The applicant shall pay school mitigation on a proportionate share basis for adverse impacts to the Marysville School District in the amount of \$2,000 per new lot. (MDNS #15)
19. The following restrictions shall be shown on the final plat map:
  - “No further subdivision of any lot without resubmitting for formal plat procedure.”
  - “The sale or lease of less than a whole lot in any subdivision platted and filed under Title 20 of the Marysville Municipal Code is expressly prohibited except in compliance with Title 20 of the Marysville Municipal Code.”
  - “All landscaped areas in public right-of-way shall be maintained by the developer and his successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to city road purposes.”
  - “The location and height of all fences and other obstructions within and easement as dedicated on this plat shall be subject to the approval of the Director of Public Works or his designee.”
20. The proposed subdivision shall meet all requirements of Chapter 20.20 of the Marysville Municipal Code for final plat approval.

Dated this 5th day of April 2001.



Ron McConnell, FAICP  
Hearing Examiner

**RECONSIDERATION:**

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 15.11.020(3). The examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue its decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

**JUDICIAL APPEAL:**

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Titles 15 to 20 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, RCW 36.70C within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

**EXHIBITS:**

The following exhibits were offered and entered into the record:

1. Receipt & copy of check
2. Application
3. Plat Name Reservation Certificate
4. Resolution of the Members of Robinett Development Co., LLC
5. Preliminary Plat Map dated 6/1/00 (Superceded)
6. Sensitive Area Study & Buffer Enhancement Plan (Superceded)
7. Environmental Checklist (Superceded)
8. 300' Mailing Labels
9. Title Report
10. Drainage Report

11. Surface Exploration, Geologic Hazard, & Preliminary Geotechnical Engineering Report
12. Letter to Robinett Development Co. dated 6//100
13. Letters from Jim & Nancy Sheets
14. Neighborhood Meeting Notice, mailing list & sign-in sheet
15. Traffic Analysis
16. Letter to Owen Carter and Traffic Mitigation Offer to Snohomish County dated 7/6/00
17. Letter of completeness dated 7/7/00
18. Affidavit of Posting
19. Request for Review Checklist
20. RFR comments from Marysville Fire District
21. Letter to Robinett Development from Owen Carter dated 7/15/00
22. Letter from Charles K. Watts received 7/21/00
23. RFR comments from Michael Huey, Snohomish County PW
24. Letter from Jim & Nancy Sheets received 7/20/00
25. RFR comments from Utility Dept.
26. RFR comments from Marysville School District
27. RFR comments from WSDOT
28. Letter to Occupant from Robinett Development dated 8/14/00
29. RFR comments from Engineering
30. E-mail from Sarah Suggs, DOE, dated 9/21/00
31. Letter to Ginger Amundson, Robinett Development, dated 9/19/00
32. Letter from Robinett Development received 9/26/00
33. Letter to Ginger Amundson, Robinett Development dated 9/27/00
34. Memo from Eric Thompson received 10/5/00
35. Letter to Ginger Amundson dated 10/10/00
36. Letter to Anne Miller from Ginger Amundson received 10/16/00
37. E-mail to Sarah Suggs, DOE, dated 10/23/00
38. Fax from James & Nancy Sheets dated 10/27/00
39. Memo to Teresa Vanderburg, PWS, dated 10/31/00
40. E-mail from Sarah Suggs dated 10/26/00
41. Letter from Ginger Amundson received 11/3/00
42. Preliminary Plat Map dated 11/9/00 (Superceded)
43. Memo to Eric Thompson from Randall Brower received 12/7/00
44. Letter from Ginger Amundson received 12/12/00
45. Letter from Teresa Vanderburg, Adolfsen Associates, Inc. received 12/21/00
46. Letter from Ginger Amundson received 1/18/01
47. Revised Sensitive Area Study & Buffer Averaging and Enhancement Plan (Revised 1/12/01)
48. Revised Environmental Checklist received 1/18/01
49. Preliminary Plat Map 1/18/01 (Superceded)
50. Request for Review Checklist
51. Revised Sensitive Area Study & Buffer Averaging and Enhancement Plan (Revised 1/23/01)
52. Memo from Randall Brower dated 1/23/01

53. Fax to Ginger Amundson with comments from Engineering Dept. of 1/26/01
54. E-mail from Ginger Amundson dated 2/12/01
55. Letter from Ginger Amundson dated 2/13/01
56. Revised Preliminary Plat Map dated 2/13/01
57. MDNS
58. Affidavit of Posting
59. Affidavit of Publication
60. Letter from Bruce Tipton received 2/28/01
61. Letter from Bruce Tipton received 2/28/01
62. Fax to Ginger Amundson with letter from Jim & Nancy Sheets received 2/28/01
63. Affidavit of Posting
64. Staff Recommendation
65. Memo from Eric Thompson, re: Trench Drain Questions dated 2/14/01
66. Affidavit of Publication
67. Letter from Ginger Amundson received 3/16/01 with Traffic Mitigation Offer
68. Letter from Martin H. Robinett received 3/16/01
69. Hearing presentation for James Rocco Sheets
70. As built drawings for downstream ditching system

**PARTIES of RECORD:**

Marty Robinett  
Robinett Development Company  
3601 Colby Avenue  
Everett, WA 98201

Richard and Betty Swinger  
6104 70<sup>th</sup> St. NE  
Marysville, WA 98270

James and Nancy Sheets  
6140 70<sup>th</sup> St. NE  
Marysville, WA 98270

Larry Price  
Marysville School District  
4220 80<sup>th</sup> St. NE  
Marysville, WA 98270

Bruce Tipton  
6308 100<sup>th</sup> St. NE  
Marysville, WA 98270

James Jones  
6910 62n Dr. NE  
Marysville, WA 98270

Charles Watts  
6823 60<sup>th</sup> Dr. NE  
Marysville, WA 98270

Planning Department  
Engineering Department

**A. Approval of July 13, 2005 Claims.**

**B. Approval of July 20, 2005 Claims.**

**C. Approval of July 20, 2005 Payroll.**

**D. Approval of One-Year Plat Extension for Final Plat Approval for Serenade Plat;  
PA 0006019.**

Community Development Director Gloria Hirashima pointed out that staff is recommending conditional approval subject to civil engineering plans being submitted by April 5, 2006. There was some discussion about the location of this site.

**E. Approval of Supplemental Agreement No. 1 for Lakewood Sewer Extension; Gray & Osborne, Inc.**

Public Works Director Paul Roberts commented that the alignment had been changed back in March. This project will be open for bids later this week.

**F. Approval of New Liquor License for Smokey's Cascadia (210 State Avenue).**

There were no comments or questions regarding this item.

**G. Authorize Mayor to Sign TX Messenger Software Maintenance And Support Agreement No. SA002784-000 with Motorola, Inc.**

Mayor Kendall stated that this was an administrative matter that had been pulled from the agenda.

## **REVIEW BIDS**

**A. Lakewood Sewer Extension.**

This will be open for bids later this week.

**B. Hayho Creek Culvert Replacements.**

This will be open for bids later this week.

## **PUBLIC HEARINGS**

None.

## **CURRENT BUSINESS**

None.

**Motion** made by Councilmember Nehring; seconded by Councilmember Soriano to approve the minutes as amended. Motion passed unanimously (6-0) with Councilmember Vares abstaining.

## CONSENT

- A. Approval of July 13, 2005 Claims in the Amount of \$365,739.59; Paid by Check No. 24024 through 24183.
- B. Approval of July 20, 2005 Claims in the Amount of \$1,040,834.22; Paid by Check No. 24184 through 24339 with Check No. 23077 and Check No. 24081 Void.
- C. Approval of July 20, 2005 Payroll in the Amount of \$554,838.00; Paid by Check No. 14761 through 14836.
- D. Approval of One-Year Plat Extension for Final Plat Approval for Serenade Plat; PA 0006019.
- E. Approval of Supplemental Agreement No. 1 for Lakewood Sewer Extension; Gray & Osborne, Inc.
- F. Approval of New Liquor License for Smokey's Cascadia (210 State Avenue).
- G. Authorize Mayor to Sign Professional Services Agreement with RH2 Engineering for Design and Construction Management on Regan Road Sewer Lift Station Rehabilitation Project.
- H. Approval of Purchase of City Flags Using Monies from Fund Established for Economic Development Purposes.
- I. Authorize Mayor to Sign Software License Agreement with ACTIVENETWORK for Class Registration and Scheduling Software.

Mayor Kendall solicited audience comments on the consent agenda. There were none. He then solicited Council comments on the consent agenda. There were none.

**Motion** made by Councilmember Nehring; seconded by Councilmember Wright to approve consent agenda items A-I. Motion passed unanimously (7-0).

## REVIEW BIDS

### A. Lakewood Sewer Extension.

**Motion** made by Councilmember Wright; seconded by Councilmember Vaughan to award the bid for the Lakewood Sewer Extension Project to SRV Construction, Inc. in the amount of \$6,089,759.97 including Washington State Sales Tax, authorize the Mayor to sign the contract documents and approve a 5% management reserve of \$304,488.00 for a total allocation of \$6,394,247.97 for the Lakewood Sewer Extension Project. Motion passed unanimously (7-0).

20.12.090

(7) Open Space. Evaluation of all impacts and provision for open space as defined in Chapter 20.24 MMC;

(8) Public Systems Capacity. Evaluation of all impacts and provisions made for mitigation of impacts on public systems including parks, schools, and community facilities as defined in Chapter 20.24 MMC;

(9) Public Services. Evaluation of all impacts and provisions made for mitigation of impacts on public services including streets, all public utilities, fire and police protection as defined in Chapter 20.24 MMC;

(10) Floodplain. Identification of subdivisions proposed in the floodplain and compliance with requirements of this title and Ordinance No. 1339 as amended, codified in Chapter 16.32 MMC. (Ord. 1986, 1994).

20.12.090 Hearing examiner decision – Requirements.

(1) If the hearing examiner finds that appropriate provisions have been made according to MMC 20.12.080, then the hearing examiner may determine that the subdivision be approved. If the hearing examiner finds that the subdivision does not conform with the provisions of MMC 20.12.080, and the public use and interest will not be served, then the hearing examiner may disapprove the same or return the application to the applicant for modification and conditions for approval.

(2) Each decision of the hearing examiner shall be in writing and shall include findings and conclusions based on the record to support the decision. Each decision of the hearing examiner shall be rendered within 15 calendar days following conclusion of all testimony and hearings, unless a longer period is mutually agreed to by the applicant and the hearing examiner.

(3) The decision made by the hearing examiner shall be final with a right to appeal to superior court pursuant to MMC 15.11.030. (Ord. 2202 § 11, 1998; Ord. 1986, 1994).

20.12.100 Hearing examiner decision – Records.

All records of the hearing examiner’s decision concerning a preliminary subdivision shall be open to public inspection at the planning department offices. (Ord. 1986, 1994).

20.12.110 Approval of preliminary subdivision – Effect.

Approval of the preliminary subdivision shall constitute authorization for the applicant to develop the subdivision facilities and improvements as required in the approved preliminary subdivision. Development shall be in strict accordance with the plans and specifications as approved by the public works department and shall be subject to any conditions imposed by the hearing examiner and city council. (Ord. 1986, 1994).

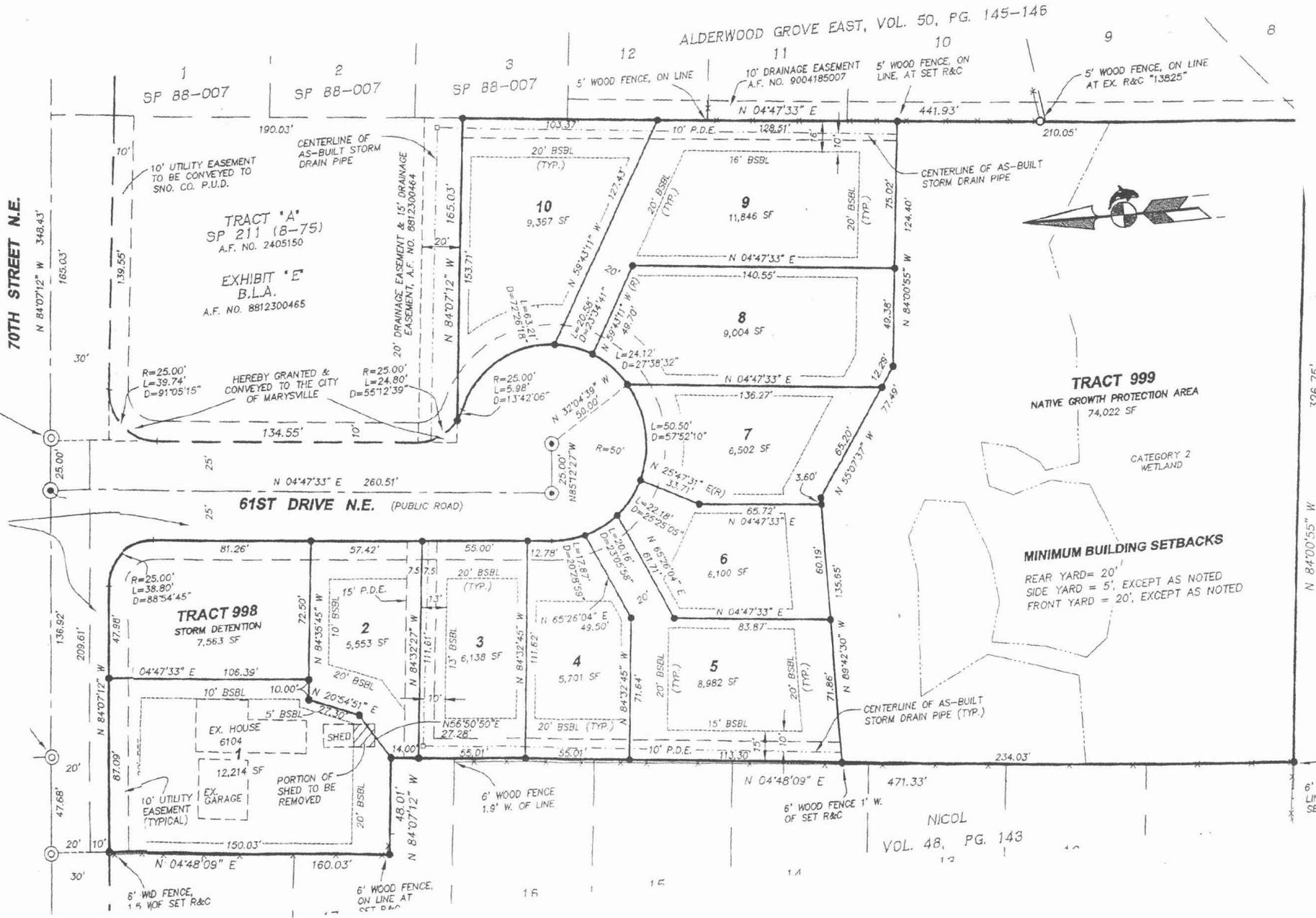
20.12.120 Limitations on approval.

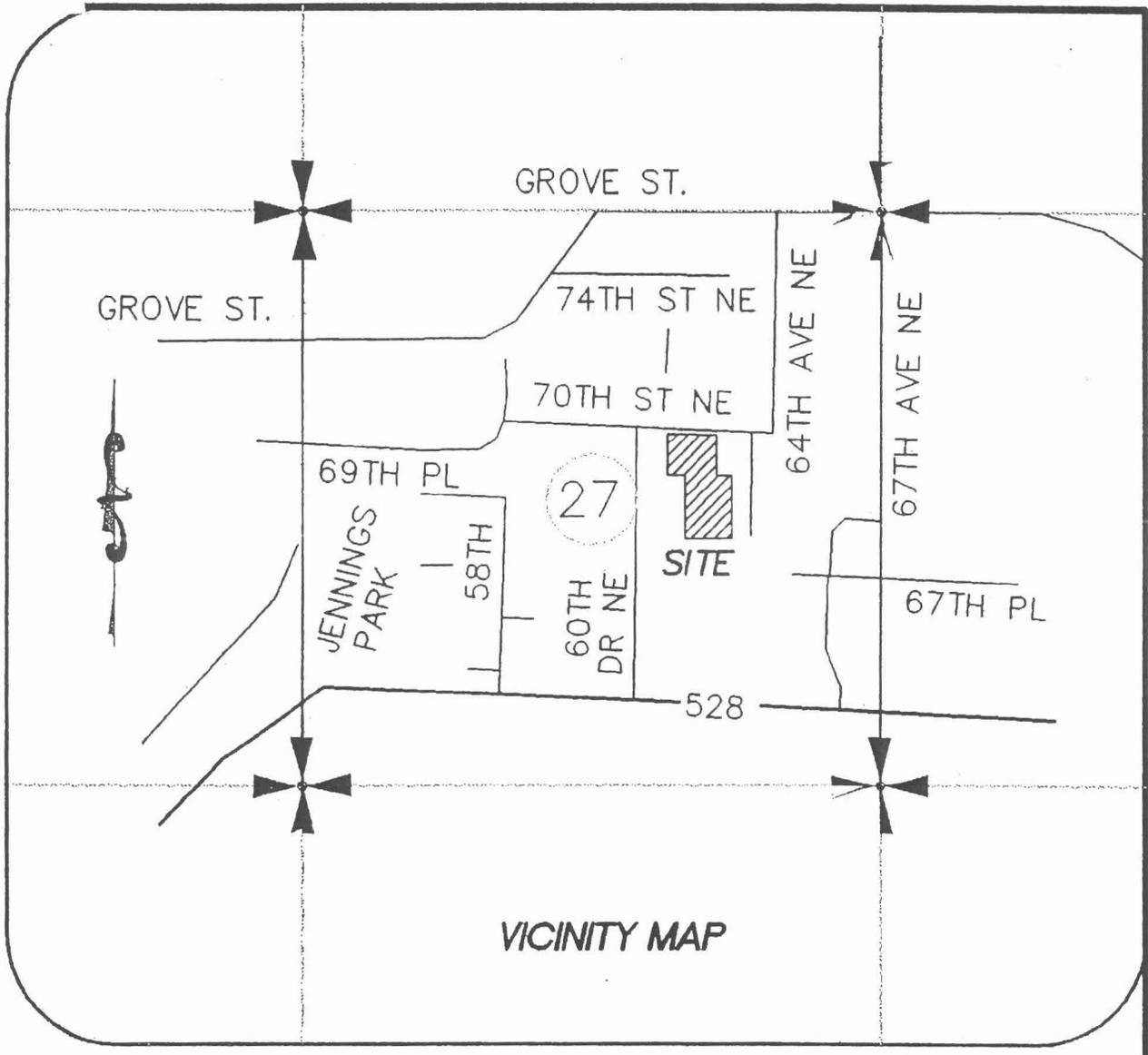
Final subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary subdivision approval is void. The five-year time frame shall commence from the effective date of the ordinance or resolution approving the subdivision. An extension may be granted by the city council for one year if the applicant has attempted in good faith to submit the final plat within the five-year time period; provided, however, the applicant must file a written request with the city council requesting the extension at least 30 days before expiration of the five-year period. (Ord. 2527 § 1, 2004; Ord. 2090, 1996; Ord. 1986, 1994).

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ALDERWOOD GROVE EAST, VOL. 50, PG. 145-146

NICOL VOL. 48, PG. 143





**LEGAL DESCRIPTION**

THE EAST 48.00 FEET OF THE NORTH 180.00 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.,

**EXCEPT** THE NORTH 20.00 FEET FOR ROAD;

**TOGETHER WITH** THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

**EXCEPT** THE EAST 165.00 FEET OF THE NORTH 210.00 FEET THEREOF;

**AND EXCEPT** THE NORTH 20.00 FEET FOR ROAD.

**CITY OF MARYSVILLE-  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** March 26, 2007

AGENDA ITEM: PA 05005 Kenley PRD – Final Plat	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Senior Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Ordinance 2597 2. Hearing Examiner Decision dated 08/04/05 3. Site Plan 4. Vicinity Map 5. Legal Description 6. Final Plat Checklist	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

On September 12, 2005, the City Council approved Ordinance No. 2597 approving the preliminary plat of Kenley PRD and rezone from R-6.5 to PRD 6.5; creating 29 lots on approximately 8 acres.

The site is generally located east of 79<sup>th</sup> Ave NE, west of 83<sup>rd</sup> Ave NE and south of 58<sup>th</sup> Pl NE, being a portion of the NE ¼ of Section 35, Township 30N, Range 5E, WM.

The applicant has met all conditions of approval.

RECOMMENDED ACTION: Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar.
COUNCIL ACTION:

cc: Com Alex  
MRSC / Code Book  
Orig. File

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. 2597

AN ORDINANCE OF THE CITY OF MARYSVILLE AFFIRMING  
THE DECISION OF THE HEARING EXAMINER AND REZONING  
PROPERTIES OWNED BY ALTA BRODIE AMENDING THE  
OFFICIAL ZONING MAP OF THE CITY

WHEREAS, Alta Brodie owns two parcels that is approximately 8.3 acres in size located east of 79<sup>th</sup> Ave NE, north of 55<sup>th</sup> Place NE, and south of 58<sup>th</sup> Place NE, in the City of Marysville, said property being legally described in EXHIBIT A attached hereto; and

WHEREAS, Alta Brodie applied to the City of Marysville for a preliminary plat, preliminary site plan approval, lifting of the 6-year forest practice moratorium, utilization of residential density incentives, and rezone from R-6.5 to PRD 6.5 under File No. PA 05005; and

WHEREAS, the City Hearing Examiner held a public hearing on said preliminary plat, preliminary site plan approval, residential density incentives, and rezone on July 28, 2005 and adopted Findings of Fact, Conclusions and a Recommendation approving the preliminary plat, preliminary site plan, lifting of the 6-year forest practice moratorium, and utilization of residential density incentives, and rezone of Alta Brodie subject to 9 conditions; and

WHEREAS, the Marysville City Council held a public meeting on said preliminary plat, preliminary site plan, and rezone on September 12, 2005 and concurred with the Findings of Fact, Conclusions and Recommendation of the Hearing Examiner, NOW, THEREFORE,

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

Section 1. The Findings of Fact, Conclusions and Recommendation of the Hearing Examiner with respect to the above referenced preliminary plat, preliminary site plan approval, lifting of the 6-year forest practices moratorium, utilization of residential density incentives, and rezone are hereby approved, and the above described property is hereby rezoned from R-6.5 to PRD 6.5

Section 2. The zoning classification for the above-described property shall be perpetually conditioned upon strict compliance with each of the conditions set forth in the Recommendation of the Hearing Examiner. Violation of any of the conditions of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City.

Section 3. The official Zoning Map of the City of Marysville is hereby amended to  
ORDINANCE - 1

reflect the reclassification of the above-described property.

Section 4. This decision shall be final and conclusive with the right of appeal by any aggrieved party to the Superior Court of Snohomish County by filing a Land Use Petition pursuant to the Land Use Petition Act within twenty-one (21) days after passage of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this 12<sup>th</sup> day of September, 2005.

CITY OF MARYSVILLE

By Dennis L. Kendall  
DENNIS KENDALL, Mayor

ATTEST:

By Gerry Becker  
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed  
GRANT K. WEED, City Attorney

Date of Publication: 9/14/05

Effective Date (5 days after publication): 9/19/05

ORDINANCE - 2

Order No. BC - 20087233

**EXHIBIT "A"**

TRACTS 34 AND 39 OF SUNNY SIDE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY AUDITOR;

EXCEPT THAT PORTION CONVEYED TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY BY DEED RECORDED UNDER RECORDING NO. 1884919;

SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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**CITY OF MARYSVILLE**  
**Hearing Examiner**  
**Findings, Conclusions and Recommendation**

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**APPLICANT:** Alta Brodie

**CASE NO.:** PA 05005

**LOCATION:** East of 79<sup>th</sup> Ave, north of 55<sup>th</sup> Pl. NE & south of 58<sup>th</sup> Pl. NE

**APPLICATION:** 29-lot preliminary site plan, preliminary plat approval, rezone to PRD 6.5, utilization of Residential Density Incentives, and lifting of the 6-year forest practices moratorium.

**SUMMARY OF RECOMMENDATIONS:**

Planning Staff Recommendation: Approve with conditions

Hearing Examiner Recommendation: Approve with conditions

**PUBLIC HEARING:**

After reviewing the official file, which included the Planning Staff's Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the application was opened at 7:05 p.m., July 28, 2005, in the Council Chambers, Marysville, Washington, and closed at 7:09 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Planning Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

**HEARING COMMENTS:**

As noted in the minutes of the hearing, comments were offered by:

Cheryl Dungan, Senior Planner

Joe Schmidt, Omega Engineering

No one from the general public spoke at the hearing.

**WRITTEN COMMENTS:**

No correspondence was received from members of the general public.

**FINDINGS CONCLUSIONS AND DECISION:**

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

**A. FINDINGS AND CONCLUSIONS:**

1. The information contained in Sections I and II of the Planning Staff's Advisory Report (Hearing Examiner Exhibit 1A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Planning Department.
2. The minutes of the meeting accurately summarize the testimony offered at the hearing and by this reference are entered into the official record.
3. If approved as conditioned below, the development will be consistent with the comprehensive plan and will meet the requirements and intent of the Marysville Municipal Code.
4. If approved as conditioned below, the development will make adequate provisions for open space, environmentally sensitive areas, drainage streets and other public ways, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.
5. If approved as conditioned below, the development will be beneficial to the public health, safety and welfare and will be in the public interest.
6. If approved as conditioned below, the development will not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.
7. The area, location and features of land proposed for dedication are a direct result of the development proposal are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

**B. RECOMMENDATION:**

Based upon the foregoing findings of fact and conclusions, it is recommended that the preliminary plat, preliminary site plan, rezone to PRD 6.5, residential density incentives and lifting of the 6-year forest practices moratorium be approved, subject to the following conditions:

1. The applicant shall submit a plan of the active recreation area to the Community Development Department for review and approval. The recreation area shall be installed per the approved plan prior to final plat approval.

2. All lots not located on a sharp corner or cul-de-sac shall meet the minimum lot width of 50' at the street frontage.
3. Prior to final plat approval, the applicant shall provide a final, detailed landscape/reforestation plan that will include, but not be limited to, the following improvements:
  - ◆ Street trees spaced 40 feet on center. These trees shall be a minimum of 1½" caliper and 6' to 8' in size at the time of planting. Tree species should be selected from the City's recommended street tree listing in the streetscape plan. Concurrently with street tree installation, the applicant shall install sod within all planter strips located within public right-of-way.
  - ◆ Yard trees at a rate of two (2) trees per lot. These trees should include at least one evergreen tree, which is a native species to the Northwest region. These trees shall be a minimum of 1¼" caliper and 6' to 8' in size for deciduous and 6' in size for evergreen.
  - ◆ Detention tract treatment

(Note: Street trees to either be installed or bonded for prior to final plat approval, yard trees to be installed prior to final home inspection for that particular lot).

4. Prior to final plat approval, the applicant will be required to submit a buffer planting plan which includes a mixture of deciduous and/or deciduous trees a minimum of 6 to 8 feet in height spaced 15 feet on center for review and approval. (MDNS #1)
5. The proposed dispersion trench shall be relocated outside the required 60' wetland buffer. (MDNS #2)
6. The applicant shall participate on a proportionate share basis towards the City's street system in the amount of \$45,165.18. Payment shall be made prior to final plat approval. (MDNS #3)
7. Wetland fencing and signage adjacent to a regulated wetland or stream corridor shall be constructed with pressure treated posts and rails, and cemented into the ground with either cedar or treated rails. Alternative materials may be used subject to approval by the City. Signs designating the presence of the environmentally sensitive area shall be posted along the buffer boundary. The signs shall be posted at a rate of 100 feet (at minimum). (MDNS #4)
8. Prior to final plat approval the applicant will be required to submit a signed offer to Snohomish County in the amount of \$8,534.05. Payment of traffic mitigation fees shall be made prior to final plat approval. (MDNS #5)
9. The applicant will be required to extend 57<sup>th</sup> Ave NE to their easterly boundary, or provide additional information to the City for review demonstrating why the extension is not feasible. (MDNS #6)

Approval of a preliminary subdivision does not guarantee the development yield depicted thereon. A preliminary plat is only "a neat and approximate drawing showing the layout of a

proposed subdivision... together with any supporting exhibits...". The yield depicted thereon may have to be reduced for final plat approval if it is found through the final plat review process that the plat as preliminarily approved cannot meet all the applicable minimum standards. Under no circumstances may the development yield be increased without prior public hearing review.

Dated this 4th day of August 2005



Ron McConnell, FAICP  
Hearing Examiner

### **RECONSIDERATION:**

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 15.11.020(3). The examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue its decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

### **COUNCIL ACTION:**

Recommendations by the Examiner on rezones or shoreline conditional use permits will constitute a final action by the City unless a timely written request for a closed record appeal is filed with the City Council within 14 days after issuance of the recommendation. In the event of a timely appeal, the City Council will conduct a closed record hearing of this case. Closed record hearings shall be on the record and no new evidence may be presented. The City Council's action will be the final action of the City.

### **JUDICIAL APPEAL:**

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Titles 15 to 20 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, RCW 36.70C within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.

- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

#### **EXHIBITS:**

The following exhibits were offered and entered into the record:

- 1A. Staff Recommendation
  1. Affidavit of Posting, Revised MDNS
  2. Affidavit of Posting, MDNS
  3. Mitigated Determination of Non-Significance, Traffic Analysis
  4. RFR from Dave Ostergaard
  5. RFR from Snohomish County
  6. Request for Review checklist
  7. Traffic Analysis
  8. Revised Critical Areas Assessment
  9. Affidavit of Publication
  10. Affidavit of Posting
  11. Prelim. Plat map, sheet 1 of 1
  12. Application
  13. Environmental Checklist
  14. Letter from planner to 2WD, LLC, 4/19/05, re: technical review meeting.
  15. property information
  16. letter from Snohomish County Public Works, to Check Dungan, 4/11/05
  17. Affidavit of Publication, Notice of Application
  18. Neighborhood Meeting, sign in sheet
  19. letter from PUD, to Cheryl Dungan, noting sufficient electric system capacity
  20. Affidavit of Posting, Notice of Application
  21. RFR response from Police
  22. RFR response from Parks
  23. RFR response from Fire Dist.
  24. RFR response from Deryl Taylor
  25. RFR response from Lk. Stevens School Dist
  26. RFR response from Utilities Dept.
  27. RFR response from Anne Miller
  28. Request for Review Checklist, PPL
  29. Plat Certification
  30. Letter to David Downing, 4/1/05
  31. Letter to David Downing, 3/30/05
  32. Sensitive Areas Report
  33. Plans, Conceptional Clearing & grading
  34. Drainage Report

- 35. Title Report
- 36. Vicinity map
- 37. Preliminary Plat Map, reduced version
- 38. Application
- 39. Check list for Preliminary Plat & payment receipt
- 40. Letter to neighboring residents, form Cheryl Dungan, 3/22/05
- 41. Mailing list of neighboring residents

**PARTIES of RECORD:**

Alta Brodie  
5620 83<sup>rd</sup> Ave NE  
Marysville, WA 98720

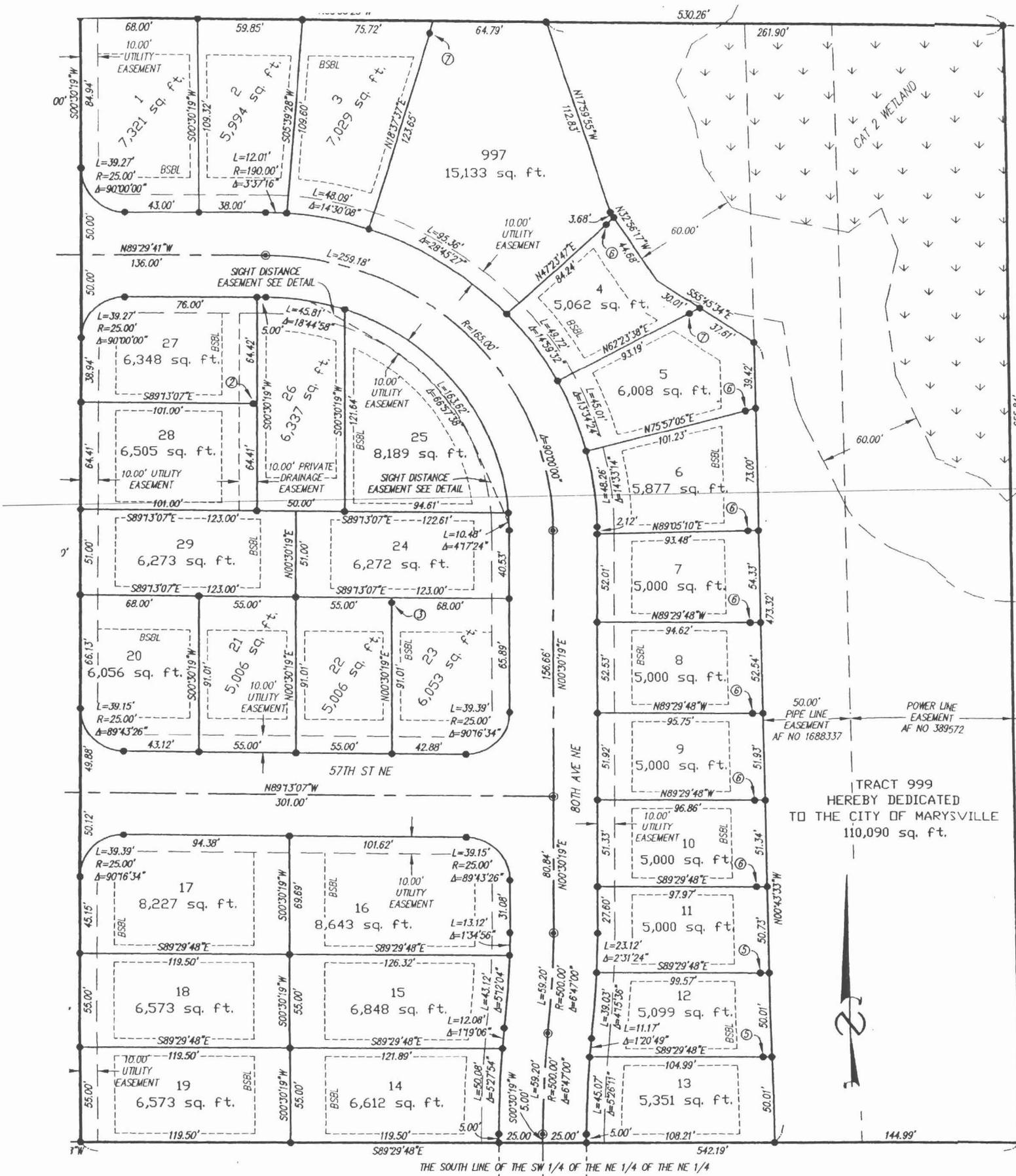
2 WD, LLC  
PO Box 607  
Monroe, WA 98272

David Dowing  
7229 76<sup>th</sup> St NE  
Marysville, WA 98270

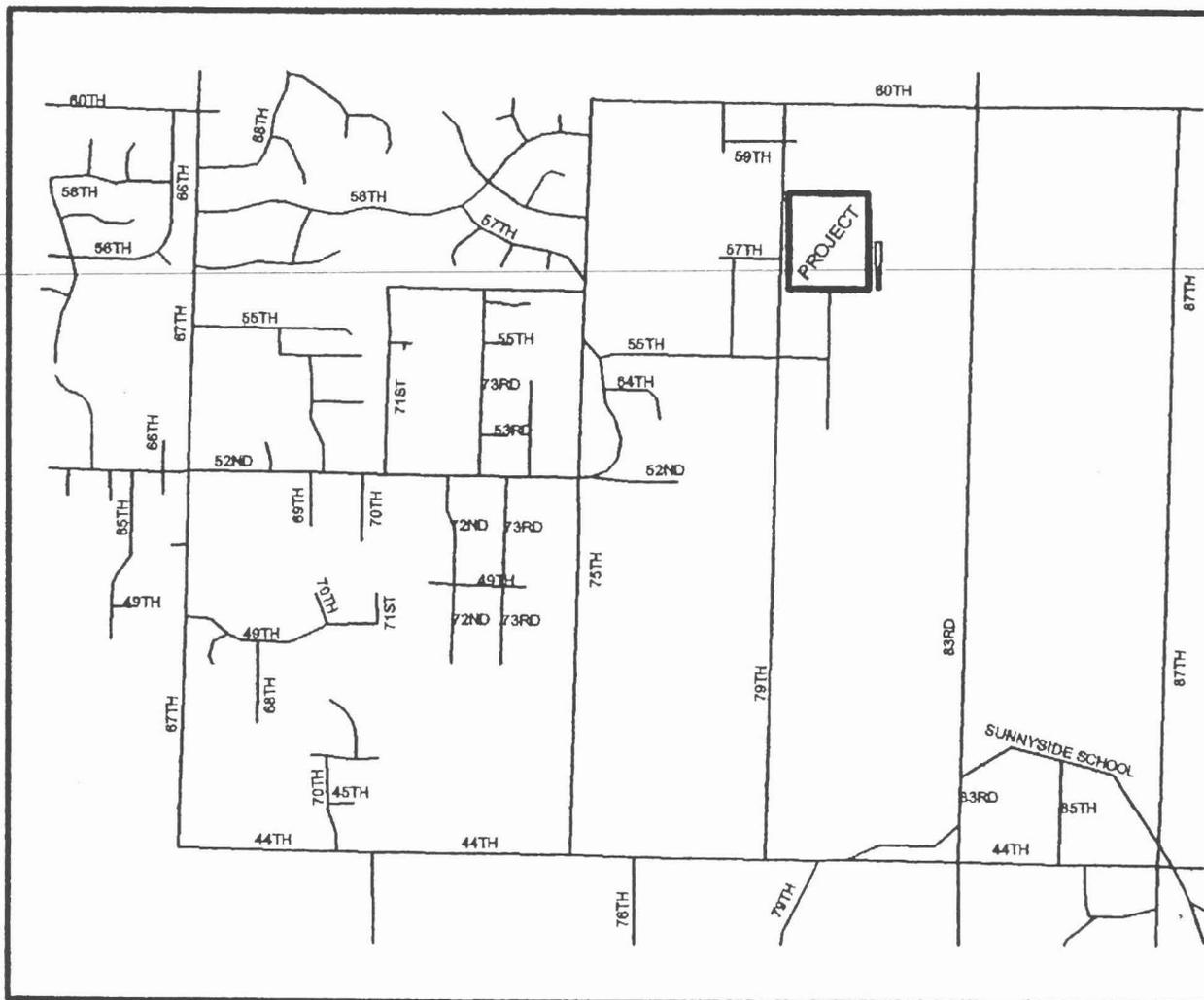
Joe Smeby  
Omega Engineering, Inc.  
2210 Hewitt Avenue, Suite 204  
Everett, WA 98201

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Planning Department



TRACT 999  
HEREBY DEDICATED  
TO THE CITY OF MARYSVILLE  
110,090 sq. ft.



VICINITY MAP



*LEGAL DESCRIPTION:*

*TRACTS 34 & 39 OF SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY WASHINGTON;*

*EXCEPT THAT PORTION CONVEYED TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 1884919;*

*SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON.*

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COMMUNITY DEVELOPMENT DEPARTMENT  
 80 Columbia Avenue, Marysville, WA 98270  
 (360) 651-5100, (360) 651-5099 FAX

FINAL PLAT CHECK LIST			
Plat Name:	KENLEY	PA #	05-005
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	AG	3/9/07
	Planning	CAD	3/5/07
2. Letter of Segregation to Assessor	Planning	CAD	3/5/07
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	AS	3.05.07
Asbuilts – Including Digital Files	Const. Insp.	AS	3.05.07
Bill(s) of Sale	Const. Insp.	AS	3.05.07
Maintenance and Warranty Funding	Const. Insp.	AS	3.05.07
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	AS	3.05.07
Asbuilts – Including Digital Files	Const. Insp.	AS	3.05.07
Bill(s) of Sale	Const. Insp.	AS	3.05.07
Maintenance and Warranty Funding	Const. Insp.	AS	3.05.07
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	AS	3.05.07
6. Inspection Fees - Calculated and Paid	Const. Insp.	AS	3.05.07
7. Final Plat Fee - Calculated and Paid	Planning	CAD	11/14/06
8. TIP Fees: City 45,165.18 County 8,534.05	Planning	CAD	3/2/07

9. Parks Mitigation Fees: _____	Planning	Prior to Bldg permit	CAD 3/9/07
10. School District Mitigation Fees: _____	Planning	Prior to Bldg permit	CAD 3/9/07
11. Signage and Striping Installed	Const. Insp.	(S)	3.05.07
12. Final Grading and TESC Inspection	Const. Insp.	(S)	1.02.07
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	CAD	3/9/07
14. Utility/Recovery/Main Fees	Land Dev.	DJ	3/9/07
<b>Plat Approved for Recording:</b>			
Community Development Director: <i>Jim Hruschka</i>			
Date: _____			
City Engineer: _____			
Date: _____			
Note: The final plat will not be scheduled before the City Council until this checklist is complete.			

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**City Council Meeting Date:**                    **March 26, 2007**

<b>AGENDA ITEM:</b> Stillaguamish Water Treatment Plant Improvements – Tracer Study of Stilly WTP 200,000 gallon Clearwell	<b>AGENDA SECTION:</b> New Item
<b>PREPARED BY:</b> Patrick Gruenhagen, P.E., Project Manager	<b>AGENDA NUMBER:</b>
<b>ATTACHMENTS:</b> 1. Professional Services Agreement with MWH Americas, Inc. 2. WAC 246-290-636 (“Determination of Disinfectant Contact Time”)	<b>APPROVED BY:</b> 
	<b>MAYOR</b> 
<b>BUDGET CODE:</b> 40100034.560000, Project No. W-0003	<b>AMOUNT:</b> \$25,870.00

On January 25 of this year, the Department of Health issued its approval of the project, acknowledging the project as complete, and providing the City with authorization for the Plant to be placed into “*full service and operation.*” In conjunction with this approval, DOH confirmed that the City has “substantially met” the terms of its bilateral compliance agreement with DOH — thus marking another milestone for the project and the City. (arising from the fact that the City’s Stillaguamish source had previously been deemed by DOH to be groundwater “under the influence of surface water”).

As a condition of its approval, and in accordance with WAC 246-290-636 (attached), DOH has stipulated that the City must conduct a tracer study of the Plant’s 200,000 gallon clearwell — to verify chlorine contact efficiency. It is for this reason that the current Council action is being requested — to consider granting approval for the City to enter into the attached Professional Services Agreement with MWH Americas (*the Plant designer*). If approved, this PSA will put in place the framework by which the tracer study can be initiated, advanced, and completed. Based on recent discussions with DOH, the City has been given until mid-May to complete this work and issue a final report — a deadline which staff anticipates can be readily-met.

**RECOMMENDED ACTION:**

Staff recommends that the Council authorize the Mayor to sign the Professional Services Agreement with MWH Americas, Inc., in the amount of \$25,870.00.

**COUNCIL ACTION:**

**WAC 246-290-636****Determination of disinfectant contact time (T).**

- (1) The purveyor shall calculate T at peak hourly flow for each surface or GWI source.
- (2) For pipelines, the purveyor shall calculate T by dividing the internal volume of the pipe by the peak hourly flow rate through that pipe.
- (3) For all other system components used for inactivation of *Giardia lamblia* cysts, viruses, and other microorganisms of public health concern, the purveyor shall use tracer studies or empirical methods to determine T.
- (4) The purveyor shall use the T10 value determined by tracer studies or other methods acceptable to the department as T in all CT calculations.
- (5) Tracer studies.
  - (a) The purveyor shall conduct field tracer studies on all system components with configurations (geometry and/or baffling) for which analogous contact times are not documented.
  - (b) Before conducting tracer studies, the purveyor shall obtain the department's approval of a tracer study plan. The plan shall identify at a minimum:
    - (i) How the purveyor will conduct the study;
    - (ii) The tracer material to be used;
    - (iii) Flow rates to be used; and
    - (iv) The names, titles, and qualifications of the persons conducting the study.
  - (c) A professional engineer registered in the state of Washington shall direct the conduct of all tracer studies.
  - (d) Tracer studies shall be conducted in accordance with good engineering practices using methods acceptable to the department such as those described in department guidance on surface water treatment.
  - (e) The department may require the purveyor to conduct additional tracer studies when:
    - (i) Modifications impacting flow distribution or T are made; or
    - (ii) Increases in flow exceed the conditions of the previous tracer studies.
- (6) Empirical methods.
  - (a) Empirical methods may be used to calculate T10, if the purveyor demonstrates to the department's satisfaction that system components have configurations analogous to components on which tracer studies have been conducted and results have been documented.
  - (b) The purveyor shall submit to the department for review and approval engineering justification for determining T10 using empirical methods. As-built drawings of system components in their current configurations shall be submitted with the engineering justification.
  - (c) A professional engineer registered in the state of Washington shall prepare the engineering justification for determining T10 using empirical methods.

[Statutory Authority: RCW 43.02.050 [43.20.050], 99-07-021, § 246-290-636, filed 3/9/99, effective 4/9/99.  
 Statutory Authority: RCW 43.20.050, 93-08-011 (Order 352B), § 246-290-636, filed 3/25/93, effective 4/25/93.]

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND MWH Americas, Inc.  
FOR ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and MWH Americas, Inc., a California corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained hereinbelow, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with engineering services to plan, conduct, and report on a "tracer study" for the Stillaguamish Water Treatment Plant 200,000 gallon clear-well, as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached Exhibit A and hereinafter referred to as the "scope of services." All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted

not expected or anticipated at the time of execution of this agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Consultant will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the

qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

MWH Americas, Inc.  
C/O Gregory S. Harris, P.E  
2353 130<sup>th</sup> Avenue NE, Suite 200  
Bellevue, WA 98005

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

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this \_\_\_\_\_ day of March, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_

MWH Americas, Inc., CONSULTANT

By *M.P. Brown*

Approved as to form:

\_\_\_\_\_  
GRANT K. WEED, City Attorney

## Scope of Services

### Clearwell Tracer Study

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appropriate tracer chemical, and identify the target flow rates and reservoir water surface elevations to be maintained. Consultant will meet once with City staff prior to finalizing the plan and resolve any logistical issues. At this meeting, City and Consultant Project Manager will review the tracer study procedures and finalize the reservoir operational conditions. The tracer study plan will be submitted to DOH for its review and approval in accordance with WAC 246-290-636. It is assumed that after plan submittal to the City, only minor modifications will be required based on City and DOH comments.

- B. Conduct tracer test.** The tracer study will be conducted jointly by City and Consultant staff according to the tracer study plan approved by DOH under paragraph 2.1.A above. It is assumed that City staff will be responsible for WTP operation and for controlling flow rates and water surface level in the reservoir to maintain targeted operational conditions for the test. MWH staff will perform sample collection. Sample analysis will be arranged and paid for by the City. For budgeting purposes, MWH has assumed the use of lithium chloride as the tracer chemical. Additional support for reagents, sample analysis, and equipment may be provided by MWH Laboratories and MWH's Applied Research Department. Equipment rental, if any, will be billed at a daily charge rate. It is assumed that a three-day testing period can begin by April 13, 2007, and that the operational conditions defined in the tracer study plan will be strictly adhered to during each test period. Should the operational conditions change significantly during the tracer test, the test will be terminated and repeated at a later date after authorization of additional time and budget. Any excess reagent will become the property of the City for use in future studies or proper disposal.
- C. Prepare Tracer Study Technical Memorandum.** Consultant will prepare a brief technical memorandum that analyzes and summarizes the results of the tracer tests. The analysis will identify the  $T_{10}$ ,  $T_{50}$ , and the ratio of  $T_{10}$  to average hydraulic retention time in the clearwell at each flowrate and reservoir level. A revised CT formula will be developed and presented within the technical memorandum. The memorandum is anticipated to be approximately twelve pages in length, plus appendices. Budget for this activity does not include analysis of significant deviations from testing plan. A draft memorandum will be provided to the City by April 30, 2007 for review and comment. A final memorandum incorporating the City's comments will be prepared and submitted to the City and to DOH by May 4, 2007. Six hours have been allocated to respond to DOH comments or requests for clarification following delivery of final report.
- D. QA/QC Review.** Senior technical staff will review the Tracer Study Plan (Task 2.1A), and Tracer Study Technical Memorandum (Task 2.1C).

## Attachment B

**MWH Americas Municipal Operations - Pacific Northwest  
SCHEDULE OF HOURLY RATES FOR ENGINEERING FEES \*  
March 2007**

<b>Senior Company Officer</b>	<b>\$ 200 per hour</b>
<b>Principal Professional</b>	<b>\$ 178 per hour</b>
<b>Supervising Professional</b>	<b>\$ 148 per hour</b>
<b>Senior Professional</b>	<b>\$ 129 per hour</b>
<b>Professional</b>	<b>\$ 108 per hour</b>
<b>Associate Professional</b>	<b>\$ 96 per hour</b>
<b>Assistant Professional</b>	<b>\$ 80 per hour</b>
<b>Senior Designer</b>	<b>\$ 125 per hour</b>
<b>Designer</b>	<b>\$ 120 per hour</b>
<b>Associate Designer</b>	<b>\$ 93 per hour</b>
<b>Senior Resident Engineer</b>	<b>\$ 132 per hour</b>
<b>Resident Engineer-Inspector</b>	<b>\$ 126 per hour</b>
<b>Senior Administrator</b>	<b>\$ 101 per hour</b>
<b>Administrator</b>	<b>\$ 82 per hour</b>
<b>Clerk</b>	<b>\$ 56 per hour</b>
<b>Associated Project Costs (APC)</b>	<b>\$9.29 per labor hour</b>
APC is added to each hour of MWH labor to cover costs of telecommunications, postage, computers, incidental photocopying and related equipment	
<b>CAD expenses</b>	<b>\$16.53 per CAD hour</b>
<b>Mileage (billed at the Federal mileage rate)</b>	<b>\$0.48 per mile</b>

**ODCs and Outside Services.** Other non-salary expenses directly attributable to the project such as outside services; reproduction, printing and binding; and other direct costs will be charged at actual cost plus 10% service charge to cover overhead and administration

\* Rates are valid through February 28, 2008. Thereafter, the rates will be increased.

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING:** March 26, 2007

<b>AGENDA ITEM:</b> Neptune ProRead Register Potted to Single Port Meter Transmitting Units (MTU's)	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Larry Larson, Public Works Superintendent 	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1) Neptune Water Metering Schedule "B" Pricing Schedule of Water Meters and Meter Transmitter Unit (MTU) Contract.</li> <li>2) Badger Meter e-mail – Response to enquiry on their Bid (Note: Badger did not meet specifications of the water meter contract by being unable to supply Neptune registers potted to transmitting unit).</li> <li>3) Bid Tabulation (Schedule B)</li> </ol>	<b>APPROVED BY:</b> 	
	<b>MAYOR</b>	<b>CAO</b>  
<b>BUDGET CODE:</b> 40220594.563000 --- Project Code: W0607	<b>AMOUNT:</b> Budgeted in 2007: \$35,000	

**SUMMARY STATEMENT**

The City received sealed bids from AMCO, Neptune and Badger for water meters and MTU connection services. These new meters are to be potted to the MTU's purchased under the Hexagram contract. Council awarded Schedule "A" to AMCO on January 28, 2007. These meters (including potting) have been received and are currently being installed.

Schedule "B" of these contract called for 700 Neptune ProRead registered to be potted to the single port MTU's. AMCO did not bid Schedule "B" and Badger submitted a price for potting only (no Neptune registers). Therefore, the only responsive bid on Schedule "B" was from Neptune for \$35,000.

A large percent of our existing meters are Neptune meters and are in good condition (less than 10 years old). Schedule "B" will allow us to exchange registers only to convert to the AMR system versus replacing the entire meter saving about \$30.00/installation.

<b>RECOMMENDED ACTION:</b>  Public Works staff recommends council acceptance of the Neptune bid for \$35,000 plus sales tax.
<b>COUNCIL ACTION:</b>

## NEPTUNE

Schedule A Total	\$226,145.40
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\*\*\*OPTIONAL E-CODER SOLID STATE ENCODER REGISTER, ADD \$15.00 PER METER\*\*\*

**5.3 Schedule B:** Neptune Encoder Register potted to Single Port MTU.

RFP REF. #	DESCRIPTION	QTY	PRICE EACH	PRICE EXTENDED
NESPMTU	Neptune ProRead register Potted to Single Port MTU	700	\$50.00	\$35,000.00

**5.4 Proposal Questionnaire:** The following are statements of understanding regarding this RFP. Please check either *Yes* or *NO* to indicate your firms willingness to participate in and your firms understanding of the City of Marysville's requirements. Any questions or concerns with the specifications in this RFP must be directed to Mr. Terry Hawley at the City of Marysville prior to proposal submittal. This form must be included with your proposal.

Either Yes or No Must be checked for each question

Question	Yes	No
1. Is your meter in compliance with our specifications?	X	
2. Is your register in compliance with our specifications?	X	
3. Are you willing to perform MTU potting per Hexagram specifications?	X	
4. Is the potting service included in your pricing?	X	
5. Do you understand and are you willing to ship Meters and MTUs per the configurations indicated in this RFP?	X	
6. Are you willing to receive and store MTUs for this project?	X	
7. All prices quoted include shipment to Marysville, WA?	X	
8. Will you hold pricing for this proposal until 12/31/07?	X	
9. Are you willing to extend a mutually agreed upon annual contract, for a period of up to 5 additional yrs?	X	

The undersigned has reviewed and fully understands and agrees to the provisions, specifications and answers provided in this proposal.

Authorized Company Signature;

**LAWRENCE M. RUSSO, VP, FINANCE**

(Printed Name)

**From:** "Szafranski, Theresa" <tszafranski@badgermeter.com>  
**To:** "Terry Hawley" <THawley@ci.marysville.wa.us>, "Bids" <Bids@badgermeter.com>  
**Date:** 2/27/2007 7:56:28 AM  
**Subject:** RE: City of Marysville, WA meter bid- dated December 1, 2006

Terry,

I apologize for the delay in responding to your inquiry.

Badger Meter bid \$32.00 to do the potting only, the City is to provide the registers.

Theresa Szafranski  
Phone: 800-876-3837 Ext. 5896  
414-371-5896  
Fax: 414-371-5981  
tszafranski@badgermeter.com

BADGER METER, INC.  
4545 W. Brown Deer Rd.  
Milwaukee, WI 53223

**BID TABULATION  
WATER METERS AND METER TRANSMITTER UNIT (MTU)  
CONNECTION SERVICES**

**SCHEDULE A**

Item	Description	Qty	AMCO		NEPTUNE		BADGER	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1)	5/8"x3/4" water meter, encoder register with bare wire	380	\$56.00	\$21,280	\$70.84	\$26,919.20	\$70.00	\$26,600
2)	5/8"x3/4" water meter, encoder register potted to single to single port MTU	1,000	\$56.00	\$56,000	\$70.84	\$70,840	\$92.00	\$92,000
3)	5/8"x3/4" water meter, encoder register potted to dual port MTU	500	\$56.00	\$28,000	\$70.84	\$35,420	\$89.00	\$44,500
4)	Two (2) 5/8"x3/4" water meters, encoder register potted to dual port MTU	500 sets	\$56.00 <sup>(1)</sup>	\$56,000	\$141.97	\$70,985	\$165.00	\$82,500
5)	3/4" water meter, encoder register potted to single port MTU	40	\$70.00	\$2,800	\$101.77	\$4,070.80	\$113.00	\$4,520
6)	1" water meter, encoder register potted to single port MTU	40	\$105.00	\$4,200	\$138.88	\$5,555.20	\$142.00	\$5,680
7)	1.5" water meter, encoder register potted to single port MTU	20	\$245.00	\$4,900	\$258.88	\$5,177.60	\$252.00	\$5,040
8)	2" water meter, encoder register potted to single port MTU	20	\$320.00	<u>\$6,400</u>	\$358.88	<u>\$7,177.60</u>	\$347.00	<u>\$6,940</u>
SCHEDULE A TOTALS:				\$179,580		\$226,145.40		\$267,780

**SCHEDULE B**

1)	Neptune ProRead Register Potted to Single Port MTU	700	(No Bid)		\$50.00	\$35,000	\$32,000*	\$22,400*
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\* Error in Unit/Total Price – Quoted Price for Potting Only (Did Not Include Cost of Neptune Register – See Attached E-mail)

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2007

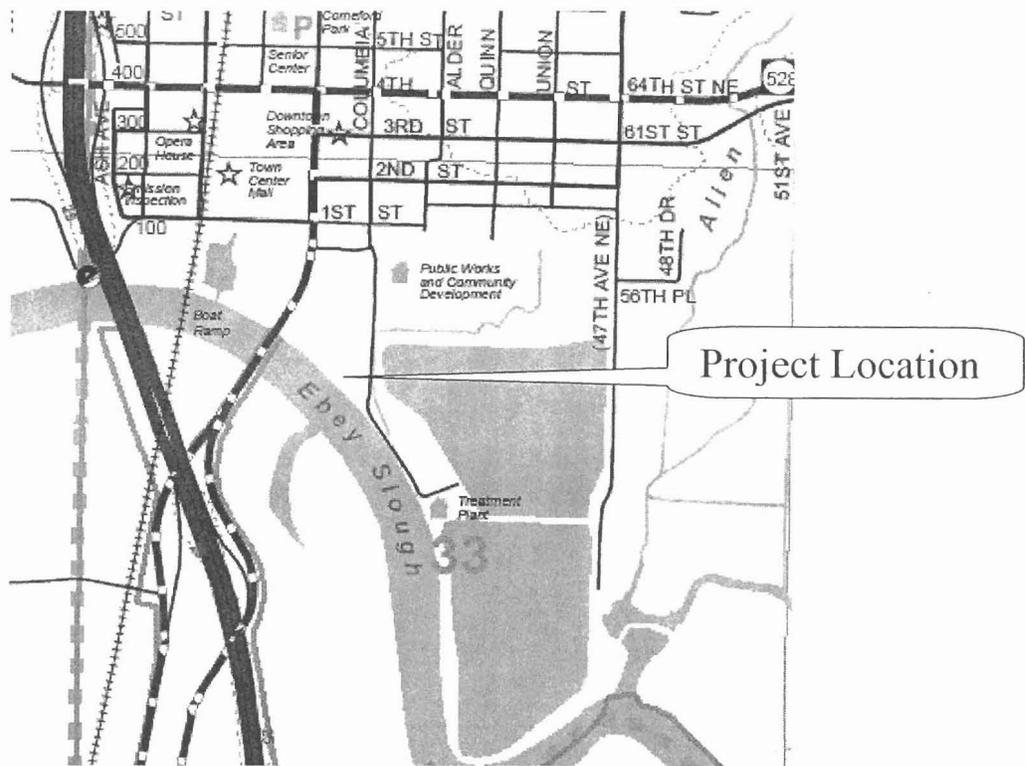
AGENDA ITEM: Contract Award: Mill Site Demolition Project at 60 State Street	AGENDA SECTION: Contract Award
PREPARED BY: Ryan Morrison, Engineering Aide	AGENDA NUMBER:
ATTACHMENTS:  Project Location	APPROVED BY:  MAYOR  CAO
BUDGET CODE: 40143780.598100	AMOUNT: \$69,461.70

On March 8, 2007 bids were opened for the Mill Site Demolition Project. Four bids were received with a low bid of \$51,537.50 to a high bid of \$113,925.00. The apparent low bidder was GW Enterprises, however, their bid is considered non-responsive due to the absence of a bid bond and that it was not a sealed bid. Staff recommends that the bid of GW Enterprises be rejected as non-responsive. The second apparent low bidder was 3 Kings Environmental. Staff recommends that the bid of 3 Kings Environmental be rejected based on poor performance and unfavorable references; and the project contract be awarded to the next lowest bidder, DMSL Construction, Inc. out of Arlington, Washington, with a bid of \$63,147.00.

Budget:	\$90,000.00
Contract Bid (Includes Sales Tax):	\$63,147.00
Bid Reserve (10%):	\$6,314.70
Total:	\$69,461.70

RECOMMENDED ACTION: <b>Public Works Staff recommends the City Council reject the bids of G.W. Enterprises and 3 Kings Environmental; and to authorize the Mayor to award the bid for the Mill Site Demolition project to DMSL Construction, Inc. in the amount of \$63,147.00 including Washington State Sales Tax and approve a management reserve of \$6,314.70 for a total allocation of \$69,461.70.</b>
COUNCIL ACTION:

### Mill Site Project Location



## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: **March 26, 2007**

AGENDA ITEM: Contract Award: Delta Avenue Sewer Replacement Project	AGENDA SECTION: Contract Award
PREPARED BY: David Zull, Project Manager 	AGENDA NUMBER:
ATTACHMENTS:  Certified Bid Tabulation Location Map	APPROVED BY:  MAYOR
	CAO 
BUDGET CODE: 40230594.563000                      S0602	AMOUNT: \$418,341.48

On March 8, 2007, bids were opened for the Delta Avenue Sewer Replacement project . Six (6) bids were received with a low of \$398,341.48 to a high of \$762,326.97. The Engineer's estimate was \$477,493.31. The low bidder was Marshbank Construction, Inc. located in Lake Stevens. References have been checked and found to be satisfactory. Therefore, staff recommends that the project contract be awarded to Marshbank Construction, Inc.

<u>Budget:</u>	\$ 580,000.00
Contract Bid (Includes Sales Tax):	\$ 398,341.48
Management Reserve:	\$ 20,000.00
Total:	\$ 418,341.48

## RECOMMENDED ACTION:

**Public Works Staff recommends the City Council authorize the Mayor to award the bid for the Delta Avenue Sewer Replacement project to Marshbank Construction, Inc. in the amount of \$398,341.48 including Washington State Sales Tax, and approve a management reserve of \$20,000.00 for a total allocation of \$418,341.48.**

## COUNCIL ACTION:

## BID TABULATION

### DELTA AVENUE SEWER REPLACEMENT PROJECT

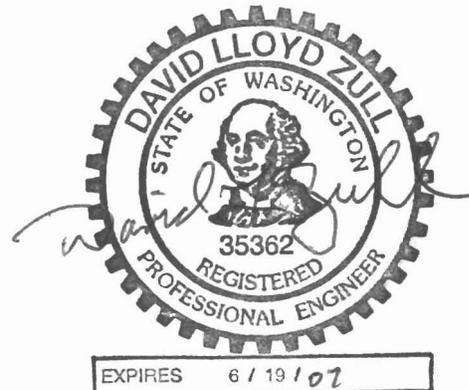
BID OPENING: March 8 at 10:00 am

Prepared by: David L. Zull, PE  
Date: March 8, 2007

Engineer's Estimate      Marshbank Constr      Thomco Const.      Interwest Const.      SRV Const

Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Price	Total Price						
1	Mobilization	1	LS	\$39,099.00	\$39,099.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$36,000.00	\$36,000.00	\$22,000.00	\$22,000.00
2	Temp. Traffic Control	1	LS	\$2,250.00	\$2,250.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$3,450.00	\$3,450.00
3	Flagger and Spotters	1	LS	\$14,000.00	\$14,000.00	\$45,500.00	\$45,500.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$15,700.00	\$15,700.00
4	Removal of Structures & Obstructions	1	LS	\$11,000.00	\$11,000.00	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$16,000.00	\$16,000.00
5	Trench Safety Systems	1699	LF	\$3.00	\$5,097.00	\$2.00	\$3,398.00	\$5.00	\$8,495.00	\$2.00	\$3,398.00	\$0.01	\$16.99
6	Controlled Density Fill	65	CY	\$85.00	\$5,525.00	\$98.00	\$6,370.00	\$100.00	\$6,500.00	\$90.00	\$5,850.00	\$83.00	\$5,395.00
7	Crushed Surfacing Top Course	230	TON	\$25.00	\$5,750.00	\$23.00	\$5,290.00	\$25.00	\$5,750.00	\$25.00	\$5,750.00	\$40.00	\$9,200.00
8	Crushed Surfacing Base Course	45	TON	\$25.00	\$1,125.00	\$23.00	\$1,035.00	\$50.00	\$2,250.00	\$25.00	\$1,125.00	\$31.00	\$1,395.00
9	HMA Trench Patch	480	TON	\$130.00	\$62,400.00	\$88.00	\$42,240.00	\$88.00	\$42,240.00	\$100.00	\$48,000.00	\$150.00	\$72,000.00
10	HMA Overlay	210	TON	\$110.00	\$23,100.00	\$89.00	\$18,690.00	\$99.50	\$20,895.00	\$95.00	\$19,950.00	\$100.00	\$21,000.00
11	Planing Bituminous Pavement	360	SY	\$10.00	\$3,600.00	\$9.00	\$3,240.00	\$8.00	\$2,880.00	\$15.00	\$5,400.00	\$8.00	\$2,880.00
12	Manhole 54-inch dia.	1	EA	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,850.00	\$3,850.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
13	Manhole 60-inch dia.	6	EA	\$5,000.00	\$30,000.00	\$3,300.00	\$19,800.00	\$4,500.00	\$27,000.00	\$5,000.00	\$30,000.00	\$6,500.00	\$39,000.00
14	60-inch Saddle Manhole	1	EA	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$9,800.00	\$9,800.00
15	Bank Run Gravel for Trench Backfill	350	TON	\$15.00	\$5,250.00	\$6.00	\$2,100.00	\$10.00	\$3,500.00	\$17.00	\$5,950.00	\$12.00	\$4,200.00
16	Dewatering	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$68,500.00	\$68,500.00	\$80,000.00	\$80,000.00	\$103,000.00	\$103,000.00
17	PVC San Sewer Pipe, 18-inch dia.	1349	LF	\$110.00	\$148,390.00	\$78.00	\$105,222.00	\$63.00	\$84,987.00	\$78.00	\$105,222.00	\$67.00	\$90,383.00
18	Connection to existing system	5	EA	\$2,500.00	\$12,500.00	\$950.00	\$4,750.00	\$3,500.00	\$17,500.00	\$3,000.00	\$15,000.00	\$2,800.00	\$14,000.00
19	Temporary Sewage Bypass	1	LS	\$30,000.00	\$30,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00
20	Side sewer	350	LF	\$40.00	\$14,000.00	\$50.00	\$17,500.00	\$100.00	\$35,000.00	\$45.00	\$15,750.00	\$73.00	\$25,550.00
21	Erosion/Water Pollution Control	1	LS	\$2,000.00	\$2,000.00	\$9,900.00	\$9,900.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$1,150.00	\$1,150.00
22	Property Restoration	1	LS	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$12,680.00	\$12,680.00
23	Quary Spalls	20	TON	\$25.00	\$500.00	\$30.00	\$600.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$38.00	\$760.00
24	Force Account	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Subtotal Amount					\$440,086.00		\$367,135.00		\$428,847.00		\$496,895.00		\$504,559.99
States Sales Tax at 8.5%					\$37,407.31		\$31,206.48		\$36,452.00		\$42,236.08		\$42,887.60
TOTAL					\$477,493.31		\$398,341.48		\$465,299.00		\$539,131.08		\$547,447.59

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



## BID TABULATION

### DELTA AVENUE SEWER REPLACEMENT PROJECT

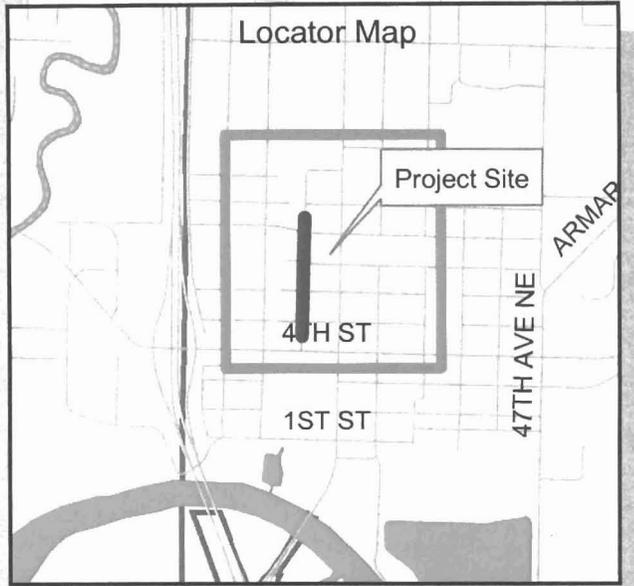
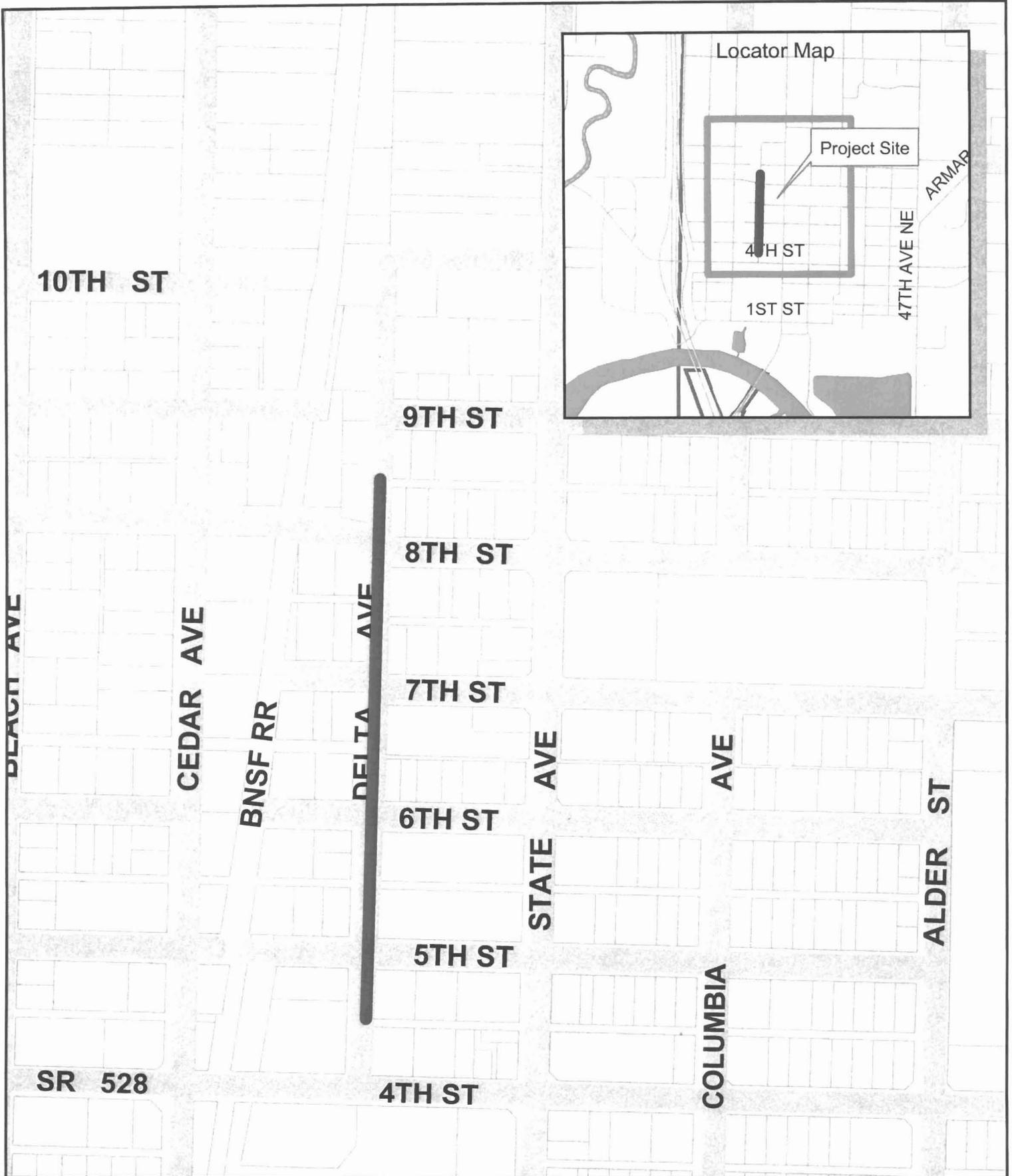
BID OPENING: March 8 at 10:00 am

Prepared by: David L. Zull, PE  
Date: March 8, 2007

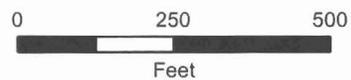
Gary Harper Const.                      D.D.J. Const.

Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$27,100.00	\$27,100.00	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Temp. Traffic Control	1	LS	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Flagger and Spotters	1	LS	\$30,700.00	\$30,700.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Removal of Structures & Obstructions	1	LS	\$27,000.00	\$27,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Trench Safety Systems	1699	LF	\$11.00	\$18,689.00	\$2.00	\$3,398.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Controlled Density Fill	65	CY	\$136.00	\$8,840.00	\$100.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Crushed Surfacing Top Course	230	TON	\$31.50	\$7,245.00	\$42.50	\$9,775.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Crushed Surfacing Base Course	45	TON	\$31.00	\$1,395.00	\$42.50	\$1,912.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	HMA Trench Patch	480	TON	\$107.00	\$51,360.00	\$120.00	\$57,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	HMA Overlay	210	TON	\$105.00	\$22,050.00	\$100.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Planing Bituminous Pavement	360	SY	\$11.60	\$4,176.00	\$15.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Manhole 54-inch dia.	1	EA	\$5,800.00	\$5,800.00	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Manhole 60-inch dia.	6	EA	\$6,570.00	\$39,420.00	\$8,800.00	\$52,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	60-inch Saddle Manhole	1	EA	\$5,640.00	\$5,640.00	\$8,800.00	\$8,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Bank Run Gravel for Trench Backfill	350	TON	\$30.00	\$10,500.00	\$38.50	\$13,475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Dewatering	1	LS	\$49,000.00	\$49,000.00	\$155,000.00	\$155,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	PVC San Sewer Pipe, 18-inch dia.	1349	LF	\$106.00	\$142,994.00	\$105.00	\$141,645.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Connection to existing system	5	EA	\$1,600.00	\$8,000.00	\$8,500.00	\$42,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	Temporary Sewage Bypass	1	LS	\$42,000.00	\$42,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Side sewer	350	LF	\$49.50	\$17,325.00	\$100.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	Erosion/Water Pollution Control	1	LS	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Property Restoration	1	LS	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	Quary Spalls	20	TON	\$34.00	\$680.00	\$50.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Force Account	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Amount					\$542,814.00		\$702,605.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
States Sales Tax at 8.5%					\$46,139.19		\$59,721.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL					\$588,953.19		\$762,326.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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



### Delta Ave Sewer Replacement Project



Project Limits



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 26, 2007**

AGENDA ITEM: PEG/I-NET Fee	AGENDA SECTION:	
PREPARED BY: Doug Buell, Community Information Officer	AGENDA NUMBER:	
ATTACHMENTS: 1. Exhibit A – PEG/I-NET Fee Projections 2005-2014 2. Exhibit B – Cable TV Advisory Comm. Minutes – Jan. 10, 2007 3. “ “ C – Council Annual Retreat Minutes – March 25, 2006 4. “ “ D – Council Work Session Minutes – May 16, 2005 5. “ “ E - Cable Franchise Secs. 9 (Access) & 12 (I-NET) 6. “ “ F - PEG/I-NET Fact Sheet	APPROVED BY:	
	MAYOR	CAO 
BUDGET CODE:	AMOUNT:	

The City Council at its March 2006 annual retreat and a May 2005 work session discussed the PEG/I-NET fee that the City receives under terms of the cable franchise agreement with Comcast Cable Corp. More recently, Council during its 2007 Budget workshops directed staff to return with more detailed information concerning a potential reduction in this fee for the years 2007-2014, as authorized in Section 9.7 of the franchise agreement. Council also wished to discuss future desired levels of capital needs funding for the Government (G) and Educational (E) Channels, and for the I-Net, the City’s Institutional Network of fiber-optic cabling that interconnects City and Fire District facilities.

Council may wish to consider the following questions to help reach a preferred option:

1. Does Council want to continue funding local cable access television?
2. Does Council want to continue funding the I-Net beyond anticipated payoff of the system in spring 2007?
3. Does Council wish to continue funding the annual I-Net Maintenance Agreement through the PEG/I-Net fee, as is current policy, or through the General Fund? This annual fee for 2007 will total \$6,746 (*\$500 p/fiber strand mile \* annual Seattle CPI*)

Upon review of the attached documents and further discussion, the Council may wish to consider the following options:

1. Status quo – Maintain the \$1.00 per month/per subscriber.
2. Maintain the \$1.00 p/mo. p/sub., delineating how much should be dedicated to support cable capital needs, and how much should be apportioned for I-Net purposes.
3. Reduce funding to \$0.75 p/mo. p/sub. - \$0.50 for cable, \$0.25 for I-Net.
4. Reduce funding to \$0.50 p/mo. p/sub. - \$0.25 for cable, \$0.25 for I-Net.
5. Reduce funding to \$0.50 p/mo. p/sub. - \$0.50 for cable, \$0 for I-Net
6. Eliminate the PEG/I-Net fee (the “End Cable Access” option) unless funded specifically through standard General Fund revenue.

The TV Advisory Committee on Jan. 10, 2007 recommended retaining the \$1.00. Any reduction in the fee will result in a monthly discount passed on to Comcast cable subscribers.

**RECOMMENDED ACTION:**

Staff recommends that Council consider the options above, and direct staff to develop a policy regarding how PEG/I-NET capital contributions are spent and tracked for budgeting purposes.

**COUNCIL ACTION:**

## Exhibit A

## CABLE PEG/I-NET FEE PROJECTIONS 2005-2014

Monthly Fee	Cumulative Cable Customer Growth	Incremental Amount	Annual Amount	Incremental Amount	Annual Amount	Incremental Amount	Annual Amount	Incremental Amount	Annual Amount
		\$ 1.00	\$ 1.00	\$ 0.75	\$ 0.75	\$ 0.50	\$ 0.50	\$ 0.25	\$ 0.25
<b>2005</b>	8,226	10,715	98,715.47	(13,963.40)	74,036.60	(38,642.27)	49,357.73	(63,321.13)	24,678.87
<b>2006</b>	8,411	2,221	100,936.18	1,665.53	75,702.13	1,110.35	50,468.09	555.18	25,234.04
<b>2007</b>	8,895	5,809	106,744.77	4,356.44	80,058.57	2,904.30	53,372.38	1,452.15	26,686.19
<b>2008</b>	10,186	15,482	122,226.33	11,611.17	91,669.75	7,740.78	61,113.16	3,870.39	30,556.58
<b>2010</b>	11,004	9,816	132,042.32	7,361.99	99,031.74	4,908.00	66,021.16	2,454.00	33,010.58
<b>2011</b>	11,289	3,424	135,466.37	2,568.03	101,599.78	1,712.02	67,733.18	856.01	33,866.59
<b>2012</b>	13,678	28,666	164,132.76	21,499.80	123,099.57	14,333.20	82,066.38	7,166.60	41,033.19
<b>2013</b>	13,951	3,283	167,415.42	2,461.99	125,561.56	1,641.33	83,707.71	820.66	41,853.85
<b>2014</b>	14,230	3,348	170,763.73	2,511.23	128,072.79	1,674.15	85,381.86	837.08	42,690.93



**Marysville Cable Television Advisory Committee  
January 10, 2007 3:15 p.m. Marysville City Hall**

Present: Councilmembers Rasmussen & Phillips, Dean Kinzel, Jerry Randulson, Dick Walsh

Staff: Community Information Officer Doug Buell  
Recording Secretary Judy Coonts

Dean Kinzel called the meeting to order at 3:15 p.m.

**Approval of Minutes**

Motion made by Member Walsh to approve the minutes of the July 12, 2006 meeting, second by Member Randulson. Motion carried unanimously.

**Business**

Councilmember Rasmussen reported that during the budget workshop the TV Committee budget wasn't addressed due to an illness that delayed preparation of the budget package. Member Walsh asked if budget funds will still be available. Councilmember Phillips said the answer is yes. Doug Buell said there would be a delay in the availability of funds because it is no longer paid to the City in advance, in the form of a Capital Contribution grant. Funds from the \$1 per month per subscriber are still being used to pay off the I-Net and annual I-Net maintenance fee.

Councilmember Phillips stated that City Council will address the TV Committee in February – whether or not to drop the \$1.00 fee. Councilmember Rasmussen stressed the importance of making it very clear what the community would lose if the fee was dropped or reduced. Member Walsh suggested putting together a PowerPoint presentation showing all the events that are possible because of the fee. He also suggested putting the presentation in a goal structure.

Member Walsh asked Mr. Buell what he was looking for from the Committee in preparation for the Council meeting. Mr. Buell felt it would be helpful if the Committee members showed up at the Council meeting. Councilmember Phillips suggested Committee members speak of goals. Member Walsh suggested having the high school kids show up and do a small video – such as a reporter crew going to Riverfront Park. The Committee all agreed to show up at the 2/26/07 City Council meeting to show their support of retaining the \$1.00 fee for the TV channel.

Mr. Buell feels that we are sending a strong message to City Council and that is very good. He added that in the past, presentations were focused on funding but now it is more towards programming.

Councilmember Rasmussen stated there is a disconnect between how the channel was used in the past and how it has been improved and where it is going.

Member Walsh sees the channel as being a community builder.

Member Kinzel asked if the Committee needs to vote on the issues discussed. Member Walsh moved that the Committee recommend that the City Council authorize funds from 2007 PEG/I-Net fee proceeds to be used to meet requested capital improvement needs, seconded by Member Randulson. Motion carried unanimously.

Member Walsh moved the Committee recommend to City Council that it retain the \$1.00 fee for equipment and programming, second by Member Randulson. Motion carried unanimously.

Mr. Buell gave a rundown of the new character generator. He also explained the on-line form for the public to use to put announcements on TV21.

Councilmember Rasmussen felt the Committee needs to strategize how to get information out to the public regarding free announcements on TV21.

Member Walsh pointed out that TV21 cannot advertise sponsors but can say something like “we would like to thank Marysville Rotary for this opportunity”.

Member Walsh informed the Committee that TV3 at the high school is becoming a part of the International School of Communications.

Member Walsh invited the Committee to visit the high school students while they are using the video truck.

Member Kinzel adjourned the January 10, 2007 meeting of the Marysville Cable TV Advisory Committee at 4:10 p.m.

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Judy Coonts, Recording Secretary

**Present:** Mayor Dennis Kendall  
**Councilmembers:** Jon Nehring, Mayor Pro Tem  
 Jeff Vaughan  
 Donna Wright  
 Jeff Seibert  
 John Soriano  
 Lee Phillips  
 Carmen Rasmussen

**Staff:** Mary Swenson, Chief Administrative Officer  
 Sandy Langdon, Finance Director  
 Gloria Hirashima, Community Development Director  
 Paul Roberts, Public Works Director  
 Jim Ballew, Parks & Recreation Director  
 Bob Carden, Chief of Police  
 Grant Weed, City Attorney  
 Doug Buell, Community Information Officer  
 Lillie Lein, Recording Secretary

Mayor Kendall called the Marysville City Council Retreat to order at 8.25 a.m., and led the Pledge of Allegiance. Mary Swenson called the roll noting that Councilmembers Wright and Phillips would be there shortly.

#### Annexation Timelines

Community Development Director Hirashima noted that all priority area annexations are on target for completion this year:

- Sunnyside/Whiskey Ridge has been filed with the County for 60% approval and could be finalized by August.
- Whiskey Ridge North is still circulating petitions, and are currently at approximately 50%. They should obtain 60% soon.
- Mattson is scheduled for a public hearing before Council on Monday, March 27.

The above annexations would complete the Southeast portion of the UGA.

- The Smith Annexation which is along I-5 north of 88<sup>th</sup> Street is going back to the BRB in April.
- The Wicklow Annexation has been approved by the BRB and is ready to be finalized after agreement on the Smith Annexation area is reached.

In regard to the UGA expansion areas, Ms. Hirashima noted the following:

- American Eagle and Frondorf Annexations should be finalized by late Spring or early Summer.
- Smokey Point and Lakewood Annexations are being worked on.
- The 10% intent to annex petition on the North Lakewood Annexation has been accepted and the 60% petition is being worked on. This should be finished by Fall.

Chief Administrative Officer Mary Swenson began a discussion on the fact that all of these annexations mean that the City needs more staff. In referring to the Sunnyside Annexation and others, she stated that they will require a new beat for the Police Department, and that Council authorization to start that process is needed.

Police Chief Carden agreed noting that there is a 90-day wait to get an officer into the academy. Ms. Swenson stated that it was important to start the process now or the City would be behind. She has had some discussions with the officers and will meet with them again. They are excited about the changes.

Councilmember Nehring asked if this would be late 2006 or 2007. Chief Carden responded that it takes 90-days to hire someone and then another 90-days to get that person into the academy.

It was noted that they will need to hire 5 people (a squad consists of 4 officers and 1 detective). A staffing study of the Police Department is scheduled and will probably show a need for additional officers over the 5 new hires being requested.

Councilmember Seibert asked how fast site construction and permitting will be before the area is completely built out. Director Hirashima responded that the City will probably see development and construction in three years but not a complete build-out.

Councilmember Wright arrived at 8:35 a.m.

Councilmember Seibert asked about the infrastructure. Public Works Director Paul Roberts stated that water and sewer are fine. The streets, however, would need major repair. Director Hirashima added that most water and sewer improvements could be accomplished through developer fees. Director Roberts emphasized that streets are a big issue because of the poorly maintained streets the City will inherit through annexations. Director Hirashima noted that Sunnyside Boulevard needs major repairs, and added that this was a big issue during the annexation process. Given the growth, the City needs to look at moving some street projects into the 6 year TIP, which Director Roberts agreed, and stated that they are looking into doing that. Ms. Swenson added that the budget authorizes two hires for the street department this year.

Ms. Swenson noted that new legislation has passed giving Cities that annex an area with over 10,000 in population an additional .1% of sales tax for no more than ten years.

Councilmember Phillips arrived at 8:45 a.m.

Mayor Kendall stated that the next area to be annexed would be the area between 88<sup>th</sup> and 100<sup>th</sup> Streets but that the City needed time to absorb the impacts of the current annexations so the process for annexing that area won't start for a while.

Councilmember Nehring asked about projections of sales tax revenues, and Director Langdon replied that based on 500,000 square feet of retail space, it is projected that the City would receive \$500,000 in sales tax. The City has 500,000 square feet of retail space coming into the City in the fall and another 500,000 next year.

Director Langdon also noted that there will be construction sales tax but would like to see that put in reserves. Ms. Swenson stated that she would like to see Council set a process that the construction sales tax dollars would not be used without Council authorization. There was a short discussion on mitigations fees with Director Roberts noting that revenue is coming in but there are still more projects than revenue.

Councilmember Rasmussen said that she has seen that citizens are more patient if they know the City has a plan. Director Roberts agreed and said that it was important. He said they are looking into how fast the City can get projects going. Director Hirashima explained that grant money is not available for planning, only construction. Director Roberts concurred that having a plan for a project is vital to obtaining grant money. He said that his department is aware of the issues and are busy laying out a plan. They are getting prepared to go to the legislature in January to get money for roads.

Director Hirashima stated that the Fourth Street Interchange is at a level F and really needs to be looked at. She said planning will take longer so it is important to start that soon.

#### Council Meeting Compensation

Mayor Kendall stated that Council currently receives \$461.25 per month salary which includes attending the two regularly scheduled Council meetings and two regularly scheduled work sessions. This has been set by the Salary Commission.

In addition, Council receives \$50 per meeting for a maximum of 10 meetings per month. Ms. Swenson distributed a survey from October 2005 of cities similar in size to Marysville and the salaries of their Councilmembers and the Mayor opened the floor for discussion.

Attorney Weed said that if the issue is reimbursement for time to attend meetings, the Council can address the issue. If it is compensation only, then the Salary Commission must determine the rate.

It was noted that the original intent of the \$50 per meeting was to reimburse Councilmembers for the time needed to take off work, etc. to attend meetings. It was also noted that the Fire District pays \$70 per meeting and the Health District pays \$55.

Mayor Kendall added that the budget allows for \$1000 per month per Councilmember.

Councilmembers agreed that they did not run for office for the pay but as a community service; however, attending meetings does have an impact in terms of time off of work, away from family, etc. Council came to consensus that \$100 per meeting with a maximum of ten meetings per month was in line with other cities the size of Marysville and was fair.

There was a short discussion of travel expenses with the explanation given that the City pays based on Mapquest mileage from City Hall to point of meeting at the rate determined by the I.R.S.

#### Committee Structure

Councilmember Nehring stated that he appreciates staff's willingness to flex times of meetings to accommodate Council's schedules, and allowing them to attend meetings without having to take as much time off of work. All councilmembers agreed.

Councilmember Phillips asked about restarting the Economic Development sub-committees. Ms. Swenson explained that the committees were not currently meeting but that she would meet with the Committee Chairs to provide them with an update.

#### Departmental Reports

The Mayor asked if the Council wished to see any changes in the monthly departmental reports that they receive.

Councilmember Seibert asked how much staff time was needed to generate the reports, and Mayor Kendall replied that it was not much because the information was needed anyway.

Councilmember Wright asked if they could get the information electronically, and Mayor Kendall said they would look into it.

Councilmember Vaughan said the reports contain more information than he cared to read, and that he would prefer a one page sheet from each department with key indicators.

**City Council Retreat****City Hall****March 25, 2006**

Also, he said that statistics were started over each year, and thought rolling statistics were needed. Mayor Kendall suggested an Executive Summary with back-up for those that wanted additional information.

Waterfront Park (Pay Station)

Director Ballew distributed a summary of fees charged at other state and municipal motorized boat launches. He estimated that the Ebey Waterfront Park boat launch has experienced about 500 launches this year so far. He noted that the park is easily maintained and the City has received huge accolades because it is free. If the City decides to charge, it would increase the risk in terms of loss of immunity.

Attorney Weed noted that you can't determine the cost of loss of immunity because you don't know if you will have large or small claims. One large claim could have a big impact. He said it is really a policy issue.

Ms. Swenson informed the Council that WCIA charges are based on employee hours and a history of claims.

Councilmember Rasmussen asked if there was a history on donation pay stations. Director Ballew did not have one. He stated that the City would have to educate the public that it is a donation, but noted that they have had success in other areas with donations such as the petting zoo. He added that people are willing to make donations if the facility is maintained.

Councilmember Wright expressed concern regarding theft and vandalism, and Chief Carden admitted there is always that possibility but that the key would be a strong donation box.

The Council came to consensus that a donation box was what they wanted, and directed the sale of the current kiosk that is there now. City Attorney Weed stated that the wording on the donation box was important, and Director Ballew assured him they would run that by him.

There was a break in the retreat from 10:00 a.m. until 10:10 a.m.

Fire District

Ms. Swenson began a short discussion on annexation into the Fire District. She said that it is her recommendation that the City does not annex into the Fire District. After reviewing the issues, it seems that there would be no gains, but the City would lose control. She stated that she has had discussions with the Fire Chief and his main concern would be voting on funding for fire service. A vote would require votes in three districts.

Council reached consensus that they were not interested in annexing into the Fire District but would support a vote for fire services.

### Financial Reports

Director Langdon asked if Council was getting what they needed from their monthly reports, and if they were looking for anything else.

Consensus of Council was that they were satisfied with the current reports they are getting.

### Dog Park

Director Ballew said the Park Board is interested in an off-leash park. He has met with Snohomish County and other entities regarding a possible regional facility. He noted the Marymoor Park is a good example, and has been run by donations until this year. They now charge for parking. He noted that 20-30 acres would probably be needed.

Councilmember Rasmussen stated that there is high enthusiasm for this by pet owners, and thought this should be a priority amenity to support volunteers in an effort to accomplish a park.

There was some discussion of how an off-leash park works, and the possibility of a non-profit group being formed to organize volunteers for fund-raising and maintenance. Attorney Weed stated that it was important that a park be properly signed with a clear set of rules; that a fee was not charged, but a fee for parking could be charged.

Councilmember Rasmussen stated that, if the City found the property, the interest of the people is there and the volunteers would come.

### I-Net/Cable

Community Information Officer Doug Buell explained the difference between PEG and I-Net. It was noted that each Comcast cable user was being charged \$1 per month, and this charge is paying off costs that were incurred and would be paid off by the end of this year.

A discussion of whether or not to continue collecting the \$1 fee followed:

Councilmember Seibert stated that the fee was put in place for a specific purpose that was going away at the end of the year and, therefore, the City should not continue to collect the fee.

Councilmember Vaughan noted that if the City decides to keep the Community Channel, it has to be funded, and he wanted to be sure that those reaping the benefits were the ones paying for it.

Councilmember Phillips stated that if you reduced the fee, you would not be able to raise it later.

There was a discussion of the cost of running a Community Channel and personnel that would be needed. The fee could not be used to pay for employees' salaries.

Councilmember Rasmussen suggested using high school students to produce programming.

Councilmember Phillips noted that people watch the channel when there is specific programming, and that the TV Advisory Committee's goal is to increase programming.

In summary, Council commented as follows:

Councilmember Soriano was in favor of using the full \$1 to get more flexibility of what can be done with programming.

Councilmember Nehring stated that if the City kept the channel, better programming was needed, and was not in favor of keeping the fee if programming could not be improved.

Councilmember Phillips stated that Dick Walsh from the high school would be willing to let students produce films that could be broadcast. He is in favor of keeping the channel.

Councilmember Seibert was in favor of using high school students to produce programming.

Councilmember Rasmussen suggested paying off the I-Net and then anything new for I-Net be paid from the general fund. She also wanted the school district contacted to see what they could do to assist the City in programming.

Councilmember Vaughan agreed with Councilmember Rasmussen on the I-Net and was in favor of keeping the \$1 to improve programming. He did not want the school district to lose their programming.

Councilmember Wright was supportive of the high school program and wanted to see the City work with the school district to upgrade programming.

Council took a break from the retreat at 11:25 until 11:35.

Golf Course

Community Information Officer Buell distributed a summary of recommendations from the Golf Committee that included:

- More marketing
- Point of Sale Software
- Improving User Loyalty
- Eliminating Use of City Water

The summary also included recommendations from Mayor Kendall and Ms. Swenson to establish a 3-5 member Committee and offer a military discount.

Director Ballew noted the following:

- They are looking into different Point of Sale systems;
- Additional golf carts have been ordered and are expected April 10;
- Pass sales end this month – 58 passes sold to-date;
- 46 tournaments have registered
- a Senior Men's Club has been formed with a 501.C.3 designation, charter, and by-laws;
- the Women's Club is growing and will meet bi-monthly.

Director Ballew has asked the Men's Club to start publishing their newsletter again, and distributed a copy of the golf course's new brochure. He noted that with a Point of Sale system, players can be marketed directly, and suggested a loyalty program to bring in more business.

Mayor Kendall stated they are also looking at tournament rates and maybe offering lower rates for week day tournaments. He then showed a drawing of the golf course noting options that the engineering department has developed as alternatives to using City water for watering the course. This includes an additional pond. Suggested upgrades would cost approximately \$50,000 with a 4/year payback. The options are still being analyzed but they could conceivably be completed in 90 days.

Mayor Kendall announced that the Advisory Committee members would be: Tom St. Onge, Jim Lonneker, and Gail Rauch.

Council took a break from 11:55 a.m. until 12:32 p.m.

Organizational Structure

Community Information Officer Doug Buell displayed an overhead of an option for future organizational structure of the City.

Ms. Swenson explained that, with the growth the City is experiencing, the City will probably need to add another director. This director would head the Administration Department that would include City Clerk, Community Information Officer, IT Department, Real Property/Real Estate, and Library.

Also, a purchasing person would be added to finance.

Mayor Kendall noted that this proposal would split Fleet and Facilities and add a Capital Facilities person. Ms. Swenson added that Facilities might move over to Administration. She said there is a real need now for a Real Property/Real Estate Position.

Mayor Kendall said the Police Department has had a slot added for Emergency Management and explained the requirements of the City to have an Emergency Management Plan in place and training required by staff.

They noted that this is a 3-5 year plan.

Mayor Kendall then asked for staff and Council comments:

Director Langdon stated that the Finance Department is here to service the other departments, and is working on technology to increase service to the citizens and staff.

Director Roberts said that in terms of utilities, the City is very healthy, and the department is looking at the future in all areas and projecting out. With all the annexations, there are stormwater issues in two areas:

1. Retention/detention ponds that are inherited; and
2. Regulations that may come up in the future.

Streets are a challenge in terms of the streets themselves, stop lights, and street lights. He noted that they will be giving a complete report to Council on Monday.

He added that the Engineering staff is strained, and noted the demand for engineering talent in the area. He said the City can't compete with salaries so they are trying to compete by offering corporate amenities.

Director Hirashima noted the big annexations with lots of growth, both commercial and residential. She said she went to a PUD meeting where they reviewed their current projects that are planned and 5 out of 11 were in Marysville. She added that, as we go forward targeting for growth, the most important issue is roads. If the City wants to move forward, it is imperative they address the transportation issues.

She also stated that the City needs to take a look at housing stock, and with all of the retail developing, there will be a need for affordable housing. The need for multiple-family housing will need to be addressed. It is a requirement of the GMA. One of the things hampering this is a current trend of apartments being converted to condos.

Community Information Officer Buell stated that he is starting to work on the Spring/Summer newsletter and encouraged all to let him know if they have anything they want included. He stated that he is also planning on doing more on the web site this summer.

City Attorney Weed stated that he has 26 years of practicing municipal law, he has accolades to give to the directors who are a talented and great group to work with, and to Council who is very supportive of their efforts.

He noted that with growth there are also increased legal demands. It is not a matter of whether but when the City wants to transition to a full time attorney. He said he is willing to help Marysville with that transition when they are ready. Currently the City has in house support through himself, Ryan White, and in his office Craig Knutson, and Cheryl Beyer.

Growth also impacts the court calendar. At some point, the City needs to consider either a second courtroom or full-time judge. It also impacts the prosecutor, public defender, probation officer, and court staff.

There is a marked increase in contracts generated by the Engineering Department; an increase in planning and permit issues; parks issues, etc., and an increase in the number of deeds and easements processed.

Director Ballew announced that they hopefully will have a new Athletic Coordinator hired within thirty days; and are having lots of people calling and coming in asking about programming and signing up to participate. The growth around Deering Wildflower Acres is creating management issues that they are looking into. Vandalism is also a big issue. They are also working a lot on Capital Facilities Planning over the next 1 ½ years.

Chief Carden noted that the community is thriving. He cautioned that with annexation you get the good and the bad, and that crime rates are rising. Vandalism increases with an increase in population. Also they are seeing an increase in gang members being noted by the SRO officers. The gang issue must be taken seriously. It is important to maintain the officers in the schools; he recommended sending the SRO officers to special training regarding gangs and putting in place ordinances to help control the problem. He cautioned them not to wait until it gets out of hand.

The Chief added that there needs to be more time spent on crime prevention; adding that eventually there will be a need for a Crime Prevention Officer.

He added that he has a great staff, and that they are very professional.

Ms. Swenson said she talked to her counterparts in Olympia, Kirkland, and Renton. Their cities are about the same size as Marysville but they have a much higher number of employees (400 in Kirkland/700 in Renton). She noted that the directors are the best she

has worked with and that she has heard a lot of positive comments that staff is solution orientated with great customer service. She added that morale is good through-out the City.

Director Ballew acknowledged the great job Ms. Swenson did of talking with employees following union negotiations.

Councilmember Wright asked about Deering Wildflower Acres, and Director Ballew noted that they would not be closing it. Councilmember Wright stated that they needed to look into parking for that park.

Councilmember Wright also stated she has had several questions regarding fencing and asked who those should be referred to. Director Hirashima responded that her department would handle those calls.

Councilmember Rasmussen said it was an honor to work with Council and the directors. She said she was excited about the direction the city was going and happy to be a part of it.

Councilmember Seibert referred to a rate study done a couple of years ago and asked about doing a full study of inventory of the infrastructure. Director Langdon said that is actually being required of the City and is being worked on.

Councilmember Seibert asked about the map on the web site noting that it is hard to negotiate. Director Hirashima suggested he try again because they have just gone to a hosted web site which has greatly improved maneuverability.

Councilmember Seibert also said that this is a really good time for the City. He wanted economic development and the City has done a really good job of planning. He also stated that it is great working with Council and the directors.

Councilmember Phillips said he echoed the comments of the others, and that he is really proud to be a part of this team.

Councilmember Nehring stated that staff, Council, and Mayor have worked together to clean up some of the Economic Development issues; and now they need to work on bringing in higher paying jobs. He said he is proud of everyone and how everything has come together.

Councilmember Soriano thanked the department heads for being here today. He said they are responsible for putting things into play and Council then gives their blessing. He noted that Boeing is having the same challenges with a shortage of engineers. He ended by saying it is great to be on Council.

**City Council Retreat**

**City Hall**

**March 25, 2006**

Councilmember Vaughan noted that each Councilmember brings their own talents to Council. He appreciates the experience and has loved every minute. The City has a great staff and he is looking forward to the future.

Mayor Kendall noted that he met with the Directors prior to the retreat, and that they are doing a great job. He added that part of that is because of the good staff they have.

Mayor Kendall then adjourned the retreat into Executive Session at 1:44 p.m.

Council met in Executive Session to discuss real estate and personnel. They adjourned from Executive Session, took no action and Mayor Kendall adjourned the retreat at 3:35 p.m.

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Mayor  
Dennis L. Kendall

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City Clerk  
Gerry Becker

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Recording Secretary  
Lillie Lein

## MARYSVILLE CITY COUNCIL WORK SESSION

May 16, 2005

7:00 p.m.

City Hall

### CALL TO ORDER / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Dennis Kendall called the May 16, 2005 meeting of the Marysville City Council Work Session to order at 7:04 p.m. He led those present in the Pledge of Allegiance. There was no invocation given.

### ROLL CALL

Chief Administrative Officer Mary Swenson called the roll. The following staff and councilmembers were in attendance.

**Mayor:** Dennis Kendall

**Council:** Mayor Pro Tem Jon Nehring, Lee Phillips, Jeff Seibert, John Soriano, Lisa Vares, Jeff Vaughan, and Donna Wright

**Staff:** Mary Swenson, Chief Administrative Officer; Grant Weed, City Attorney; Sandy Langdon, Finance Director; Gloria Hirashima, Community Development Director; Robert Carden, Police Chief; Greg Corn, Fire Chief; Ralph Krusey, Police Commander, Jim Ballew, Parks and Recreation Director; Doug Buell, Community Information Officer, and Laurie Hugdahl, Recording Secretary.

### COMMITTEE REPORTS

Mayor Kendall solicited committee reports. Councilmember Jeff Seibert reported on the **Draft Standards for Prosecuting Attorneys** meeting where they discussed a diversion program for drug court and expedited prosecution.

Councilmember Lisa Vares commented that **Public Works** meetings were cancelled for the rest of the month.

Mayor Pro Tem Jon Nehring reported on the **Facilities Committee** meeting. Highlights included:

- Strawberry Fields Grand Opening Dedication on Sunday at 2:00 p.m.
- Rental Fee Schedule now available – There are different rates for day and night rentals. Donna Wright commented that there is also a prioritizing list for who gets to use the fields.
- Caretaker Contract
- Maintenance issues at Marysville Library.
- Wastewater Treatment Plant Dedication tentatively scheduled for June 3.

Councilmember Jeff Vaughan stated that the **Parks Board** met on Wednesday, May 11.

- They were informed that the grant funding for the skate park video surveillance system did not come through. The board voted to approve funding for this in the 2006 budget.
- There was an update on the golf course.
- The board approved a new memorial plaque for the Youth Peace Park.
- Hanging baskets have been ordered and should arrive around Memorial Day weekend.

## **PRESENTATIONS**

None.

## **DISCUSSION ITEMS**

None.

## **OTHER ITEMS SCHEDULED FOR MAY 23, 2005 MEETING**

### **A. Approval of Minutes.**

1. May 6-7, 2005 City Council Retreat.
2. May 9, 2005 City Council Meeting.
3. May 16, 2005 City Council Work Session.

## **CONSENT**

**A. Approval of May 11, 2005 Claims in the Amount of \$611,366.86; Paid by Check No. 22715 through 22852 with Check No. 22613 Void.**

**B. Approval of May 18, 2005 Claims.**

**C. Approval of May 20, 2005 Payroll.**

**D. Authorize Mayor to Sign Interlocal Agreement with Snohomish Regional Drug Task Force.**

Commander Krusey stated that he had nothing additional to add to this. Councilmember Vaughan asked if there had been a reduction in the number of detectives. Mary Swenson responded that there had not.

**E. Renewal of Interlocal Agreement for Municipal Court Services; City of Arlington.**

City Attorney Grant Weed explained that this included cleanup of the signature page and some typos. There were no substantial changes.

**F. Approval of Resolution to Sponsor Marysville Fire District's Application to AWC's Benefit Trust Plan.**

Fire Chief Greg Corn explained that Marysville Fire District is requesting that the City Council adopt a resolution providing Marysville Fire District with member sponsorship in Association of Washington Cities Benefits Trust plan.

**G. Authorize Mayor to Sign Lease Agreement and Caretaker Contract for Strawberry Fields Park; Shirley Lennon.**

Jim Ballew stated that the Lease Agreement had been modified to reflect the fact that the caretaker would be responsible for paying for the security system and all other utilities. The Scope of Work has also changed.

**H. Approval of Final Plat for Cedar Ridge; PA 0306018.**

This item was removed from the agenda.

**REVIEW BIDS**

None.

**PUBLIC HEARINGS**

None.

**CURRENT BUSINESS**

**A. PEG/I-NET Fee.**

Community Information Officer Doug Buell reviewed some of the options available to Council:

1. Continue the \$1 per subscriber/per month fee as provided in the cable franchise agreement with Comcast Cable Corp.
2. Establish a tiered fee structure to reduce the rate over time.
3. Reduce the \$1 to a lower flat rate to commence upon completed payment of the I-NET and banking of an amount to cover the full cost of the I-NET maintenance agreement.
4. Eliminate the PEG/I-NET fee.

Councilmember Lee Phillips commented that there would be additional expenses for the I-NET if more buildings were added in the future. He then distributed and reviewed the goals of the Cable Television Advisory Committee. He stated that the Committee is recommending maintaining the dollar fee for I-NET and capital improvements. He emphasized the importance of keeping the City's image up with technology.

Councilmember Jeff Seibert asked Councilmember Phillips if he feels the TV channel is a benefit to the whole community. Mr. Phillips responded that he thinks it is. Mr. Seibert suggested that the whole community should pay for it. Councilmember Phillips replied that it is the most beneficial to the cable customers. Councilmember Seibert stated that when he voted for the I-NET there was no money available in the general fund and this was the only way to fund it in that specific window of time. He does not think cable customers should continue to bear the costs.

Councilmember Donna Wright referred to the Overall Review of Goals for the Cable TV Advisory Committee. The first goal listed was to "Televis Regular Council Meetings." Ms. Wright stated that she was not sure this was a goal of the Council. Mr. Phillips agreed that this still required discussion, but their intention was to begin with a local news program first. There was discussion about the possible details of the local news program. Councilmember Lisa Vares expressed concerns that the cost would be too great to provide something that would be a real value to the citizens. She suggested that it might be worthwhile to visitors and tourists. Councilmember Wright expressed concern that cable channel would be trying to compete with much larger, commercial stations. Ms. Vares stated that she had an issue with people having no choice about paying for the station.

Councilmember Soriano asked if the video arraignment equipment would be compatible with the cable channel. Mr. Buell responded that it could be. Councilmember Soriano then asked if the police department had plans to equip police vehicles with video systems. Chief Carden replied that this is a possibility down the road because it would be very expensive. Councilmember Soriano wondered if this would be considered PEG I-NET infrastructure. Mr. Buell responded that it would be. Councilmember Soriano suggested exploring other uses that could be considered for public benefit.

Councilmember Seibert stated that he never would have voted for the dollar if he knew it would "snowball" into this. He pointed to the Citizen Survey results. The top concerns did not indicate that the cable channel was a priority. He would rather see the money go toward paving the streets.

Mayor Kendall asked how much was outstanding on the I-NET. Sandy Langdon replied that \$107,000 was still owed. They would still need to come up with \$6500 per year for maintenance. There was discussion about saving enough for future maintenance needs. Mary Swenson commented that keeping the cable equipment current would be an issue with no fee.

Councilmember Jon Nehring suggested saving enough surplus to maintain the I-NET. He noted that he would support the one-time upgrade of \$11,500 for the cable channel, but then would be in favor of eliminating the fee. He suggested that staff provide Council with two different scenarios. One would show the earliest possible payoff date, using the \$11,500 for upgrades. The other would show the minimum fee that would be required if Council wanted cable customers to maintain the I-NET on an ongoing basis.

Councilmember Seibert felt the I-NET costs should be paid off, but did not support cable customers paying for the maintenance costs since they were the ones who initially paid for the installation of the I-NET. He would support paying for the upgrade of equipment out of

the surplus fees at the end of the third year. He would like to eliminate the fee as soon as possible.

Councilmember Jeff Vaughan commented that he had a problem with the funding for the cable channel coming out of the general fund, but he doesn't like that people don't have a choice. He would rather see the city stream video off the website, which would be a more efficient use of staff time and funds. He stated that the bigger issue is whether or not the City would have a cable channel and who would pay for it. Councilmember Vares concurred with this. She suggested having a debate about whether the City needs to have a channel. Councilmember Nehring noted that it was important to separate the issues of the I-NET and the cable channel.

Mary Swenson indicated that if the fee is not taken then Council should look at whether they want to continue the cable channel, as there would be continual struggles for funding. Councilmember Seibert suggested sponsors and private donations. Lee Phillips commented that it was not legal to get sponsorships. They are allowed to get funding for the "P" but not for the "E" and "G". There was some discussion about limitations faced by the channel in this regard.

Councilmember Soriano expressed concerns about the funding for the I-NET maintenance. He suggested a tiered decrease in the fee, but maintaining it in some form to allow for ongoing maintenance costs. Councilmember Seibert was of the opinion that the fee is deceptive. Councilmember Soriano does not feel it is. Councilmember Vares requested holding the discussion until the first cycle in June so she would be able to attend. There was consensus to take a look at this at that time.

## **B. Purchase of City Flags.**

Doug Buell discussed the recommended purchase of city flags using monies from the fund established for economic development purposes.

## **NEW BUSINESS**

### **A. Jail Expansion/Remodel.**

Chief Carden discussed the need for the jail expansion/remodel. Mary Swenson discussed the need for the video arraignment equipment. She felt that tapping into reserves was acceptable for this since the money would be recouped. The incoming funds would be earmarked to go back into reserves. There was discussion about the general fund reserve balance. Councilmember Vares expressed support for this project, but noted concerns about the size of the booking area.

### **B. Scott Ray Annexation; 10% Notice of Intent; PA04041.**

Gloria Hirashima explained that staff is recommending that Council waive the requirement to annex and require an annexation covenant instead. Councilmember Seibert asked if the applicant had already pulled a permit in Snohomish County. Ms. Hirashima replied that they had.

### **C. ONO Annexation; Notice of Intent; PA 05012.**

Ms. Hirashima explained that staff is recommending approval of the expanded annexation boundary, but would like to poll neighboring owners to see if sufficiency exists. If not they are recommending waiving the requirement and requiring an annexation covenant instead.

### **LEGAL**

None.

### **ORDINANCES AND RESOLUTIONS**

#### **A. Resolution of the City of Marysville with Regard to Sponsoring the Marysville Fire District's Request to Join the Association of Washington Cities' Employees Benefit Trust.**

### **INFORMATION ITEMS**

#### **A. Mayor's Business**

None.

#### **B. Staff Business**

##### **Gloria Hirashima:**

- Updated Council on the meeting staff held with residents of the Eagle Point Mobile Home Park. The residents are unhappy about plans for the site. Several have indicated they would like a meeting with Council. There was consensus by Council to set up a separate meeting with the residents.
- Announced that the Snohomish County Planning Commission and County Council would be starting their hearings on the Comprehensive Plan.
- Reported that a representative from the Marysville Towne Center was in town last week and met with staff to discuss the City's ideas for that area. They were receptive, but there is still much to be discussed.
- Reported that staff met with the Allen Creek Baptist Church to welcome them into the City and to discuss the next phases of the permit process. They are very happy to be in the City now.
- Stated that staff received the Jordan Annexation petition back last week and forwarded it to the County. They should have 60% certification.

**Sandy Langdon** reminded Council of the Special Council Meeting tomorrow at 5:30 p.m. There will be a Finance Committee meeting on Wednesday.

**Jim Ballew** referred to the new *Activities Guide* for the Parks and Recreation. He commended Doug Buell for his great work.

- He noted that the Fishing Derby would be held this Saturday. The breakfast will be at 8:00 a.m. with the derby immediately following.
- He noted that the Maryfest Committee has indicated that they are not interested in pursuing the banners this year.
- Landscapers are onsite now at the Ebey Waterfront Park.
- Strawberry Fields Grand Opening on Sunday at 2 p.m.

**Doug Buell** commented that the new *North Snohomish County Visitors Guide* has arrived. He thanked Council for providing the Hotel Motel Tax Fund for this. He stated that the Homegrown Festival would be on August 12 and 13 from 10 a.m. to 7 p.m. He encouraged Councilmembers to sign up for a time to work in the city booth.

**Chief Carden** stated that they would be laying a wreath on Wednesday at 10 a.m. in honor of Peace Officers Memorial Week. There was a meeting on Thursday night with residents of Lakewood Commons to discuss policing issues, especially traffic. He then reported that two teens had bowled at the event last weekend. The event raised over \$15,000 for Housing Hope.

**Mary Swenson** reminded Council of the Planning Commission dinner tomorrow night at 7:30 p.m.

**Grant Weed** stated that he would need an Executive Session at the next meeting.

### C. Call on Councilmembers

**Lisa Vares** had no comments.

**Jeff Vaughan** referred to a ribbon-cutting event for Studio 51. He stated that this is a very nice, upscale place and encouraged Council to attend.

**Jon Nehring** noted that he would be out of town Tuesday and Wednesday of this week.

**Jeff Seibert** thanked Mayor Kendall for his comments in the paper. He discussed issues he was having with his e-mail account. He then commented on how bad traffic had become on 88<sup>th</sup> since the opening of the new outlet stores.

**Lee Phillips** had no comments.

**John Soriano** suggested confirming that all of the Planning Commissioners were aware of the dinner. Ms. Swenson indicated that they had already done that.

**Donna Wright** had no comments.

**D. Marysville Park Advisory Board Meeting Minutes; April 13, 2005.**

**E. Marysville Library Board Meeting Minutes; March 10, 2005.**

**ADJOURNMENT**

Seeing no further business, Mayor Kendall adjourned the work session at 9:07 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
City Clerk  
Gerry Becker

\_\_\_\_\_  
Recording Secretary  
Laurie Hugdahl

(B) In the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall reasonably cooperate with the City and the new Cable Operator to maintain continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services, if such services are requested by the City, when it no longer operates the Cable System.

### **8.5 Obscenity**

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State or local laws, statutes, regulations or standards now existing or hereafter adopted.

### **8.6 Parental Control Device**

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

### **8.7 Cable Internet Service**

Grantee has established a voluntary initiative to provide Cable Internet Service to all State-accredited K-12 schools and public libraries that are passed within 125 feet of the Cable System at no cost to the City or institutions. Grantee intends to provide at its expense each of these schools and libraries with one outlet of unlimited Internet access, including the necessary cable modem. The City encourages and supports Grantee's efforts in this area.

### **8.8 New Technology**

If there is a new technology which in the City's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the System, Grantee shall, at the request of the City, investigate the feasibility of implementing said technology and report to the City the results of such investigation.

### **8.9 Services for the Disabled**

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

## **SECTION 9. ACCESS**

### **9.1 Access Channels**

Upon the effective date of this Franchise and throughout the term hereof, Grantee shall make available at its expense:

One Governmental Access Channel for use by the City; and

One Educational Access Channel for use by the Marysville School District.

Additionally, upon completion of the System upgrade, Grantee shall carry all other available regional Access Channels in Snohomish County as part of the upgraded channel line up. Furthermore, upon completion of the System upgrade, all Subscribers in the Franchise Area will receive all of the Access Channels.

Any Access Channels provided via digital or compressed video technology shall have at least the same transmission quality as is used to carry any of the commercial Channels that deliver programming on the System. The provision of Access Channels via digital or compressed video technology will not reduce the total number of Access Channels required herein.

If Grantee makes a change in its Cable System and related equipment and facilities, or in its signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access programming, Grantee shall at its own expense take necessary technical steps and provide necessary technical assistance, including the acquisition of all necessary equipment and full training of Access personnel, to ensure that the capabilities of Access Channels are not diminished or adversely affected by such change. For example, this provision shall apply if Basic Service on the Cable System is converted from an analog to a digital format, such that the Access Channels must also be converted to a digital format in order to be received by Subscribers.

## **9.2 Management and Control of Access Channels**

(A) The City may authorize Designated Access Providers to control, operate and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of Access Channels. The City or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider.

(B) Grantee shall cooperate with the City and Designated Access Providers in the use of the System and Access facilities for the provision of Access Channels. To the extent allowed by law, the City agrees to indemnify, save and hold harmless Grantee from and against any and all liability resulting from the City's use of the Governmental Access Channel.

## **9.3 Additional Access Channels**

In addition to the Access Channels referenced in Section 9.1 above, the City may require Grantee to make available at no charge additional Access Channels, as established by the triggers set forth below.

One additional channel shall be made available for each Access category when either of the initial channels required above respectively is used for original Educational Access or Governmental Access programming (excluding character generated and filler programming, e.g., AM/FM radio programming) during fifty percent (50%) of the hours between 10:00 AM and 10:00 PM, during any consecutive ten (10) week period. Except for character generated announcements, the programming shall be distinct and non-repetitive of the previous channel. Based upon this criteria, the Grantee shall, within six (6) months following a written request by the City, provide another designated Access Channel.

#### **9.4 Location of Access Channels**

Subject to must carry requirements, Grantee will continue to carry the City's programming on Channel 29 until such time as the Cable System Upgrade is completed. Furthermore, Grantee will institute common Channel assignments for compatible Access programming; for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number on its regional upgraded channel line-up. Grantee shall use its best efforts to provide ninety (90) days advance written notice to the City and at least thirty (30) days advance written notice to the City prior to any relocation of Access Channel 29. In connection with the movement of the City's Government Access Channel to another Channel number, Grantee shall provide, at its expense, a bill message on Subscribers' bills, and the City may provide, at its expense, a bill insert.

#### **9.5 Access Interconnections**

Grantee shall Interconnect the Access Channels of the Cable System with the Access Channels of any other contiguous cable system not owned or operated by Grantee or an Affiliate of Grantee if technically feasible and not financially burdensome to Grantee. Interconnection of Access Channels may be accomplished by direct fiber optic or cable connection or by other appropriate methods. Grantee shall not be required to Interconnect with the other cable system unless the cable operator of that system is willing to do so and such cable operator shall pay for its own costs of constructing and maintaining the Interconnect up to the connection point.

#### **9.6 Access or I-Net Support Grants**

No later than forty-five (45) days after the adoption of this Franchise, Grantee shall pay to the City a capital advance in the amount of \$88,000. Additionally, at the beginning of year two of this Franchise, Grantee shall pay to the City another capital advance in the amount of \$88,000. These are advance payments of the Capital Contribution set forth in subsection 9.7. These support grants may be used by the City for capital expenditures related to Access and/or I-Net construction, renovation, equipment or facilities. These grants shall in no way be considered in lieu of Franchise Fees and shall not reduce in any way Franchise Fees owed to the City under this Franchise. To the extent allowed by federal law, these capital advances may be treated as an external cost by Grantee and itemized on Subscribers' bills.

#### **9.7 Capital Contribution**

Commencing with the effective date of this Franchise, Grantee shall provide a capital contribution to the City for Access and/or I-Net capital costs ("Capital Contribution") in an amount not to exceed \$1.00 per Subscriber per month throughout the term of this Franchise. As of the effective date of this Franchise, that figure shall be \$1.00 per Subscriber per month. The monthly amount may be reduced, as determined by the City Council. Grantee shall be entitled to retain the Capital Contribution up to the amounts advanced in subsection 9.6. Thereafter, the Capital Contribution shall be paid quarterly to the City. Grantee shall not be responsible for paying the Capital Contribution with respect to gratis or bad debt accounts. Within ninety (90) days after the end of each year, Grantee shall provide a report to the City regarding such gratis or bad debt accounts, which report may be included as part of another report. The City can inquire as to the status of any such accounts, and the Grantee agrees to meet with the City, upon request, to discuss such matters as necessary. To the extent allowed by federal law, the Capital Contribution may be treated as an

external cost by Grantee and itemized on Subscribers' bills. The City shall have discretion to allocate the Capital Contribution in accordance with applicable law, provided the City submits a summary of capital expenditures from the Capital Contribution to Grantee within ninety (90) days of the end of each calendar year. To the extent the City makes Access and/or I-Net capital investments using City funds prior to receiving necessary capital advances or Capital Contribution funds, the City is entitled to apply subsequent capital advances or Capital Contribution payments from Grantee toward such City capital investments.

The City and Grantee agree that any Capital Contribution shall be referred to on Subscribers' bills as a "EG fee", "I-Net fee" or language substantially similar thereto. Grantee shall not change such reference on the Subscribers' bills without the prior written consent of the City, which consent shall not be unreasonably withheld.

#### **9.8 Access Channels On Lowest Tier**

All Access Channels provided to Subscribers under this Franchise shall be included by Grantee as a part of the Basic Service Tier.

#### **9.9 Use of Educational and Governmental Access Channels**

Access Channels shall be placed under the authority of the City for use related to governmental and educational purposes. Access Channel use shall include sponsorships and underwriting. Grantee shall not exercise editorial control over programming of any Access Channel made available to the City or the Marysville School District for their use. Grantee will not interrupt at its headend or hub site, the signal provided on any Access Channel, except during the upgrade, or during circumstances beyond Grantee's control or if necessary for testing or planned system maintenance purposes.

#### **9.10 Technical Quality**

The Grantee shall, at its expense, maintain all Access services, Channels and Interconnections at the same level of technical quality and reliability as that for the rest of its System. The Grantee shall, at its expense, provide routine maintenance and repair and replace, if necessary, any of Grantee's equipment required to carry a quality signal to and from the City's (and Designated Access Providers') and the Grantee's facilities for the Access Channels.

#### **9.11 Underutilized Access Channels**

Grantee and the City agree that it is their mutual goal to fully and efficiently use the Channel capacity of the Cable System, which may include allowing the Grantee to use underutilized time on the dedicated Access Channels. If Grantee believes that any Access Channel has underutilized time, Grantee may file a request with the City to use that time. In response to the request, the City will consider a combination of factors, including, but not limited to, the community's needs and interests, and the source, quantity, type and schedule of the programming carried on the Access Channel. The City will also consider, taking into account the mission of Access programming, whether it is feasible for the Designated Access Providers to cluster Access programming into blocks of time such that the Channel space can be compatibly shared between the Designated Access Provider and the Grantee and/or if several Designated Access Providers can combine their programming onto a single Access Channel. The City shall render its decision regarding the matter

within sixty (60) days of receiving the request. Should the City find that the Access Channel or a portion of the Access Channel may be used by the Grantee, then Grantee may begin using such time ninety (90) days after receipt of the decision. The Grantee's request shall not be unreasonably denied. Any permission granted pursuant to this subsection for use of an Access Channel or a portion thereof shall be considered temporary.

At such time as a Designated Access Provider believes that it has the resources and ability to utilize the Access Channel time currently used by the Grantee pursuant to this subsection, a Designated Access Provider may request that the City return such Channel or portion of the Channel for Access purposes. In response to the request, the City will consider a combination of factors, including, but not limited to, the community's needs and interests, and the source, quantity, type and schedule of the programming proposed to be carried on the Access Channel as well the applicant's ability and resources to acquire or produce the proposed Access programming. The City will also consider, taking into account the mission of the Access programming, whether it is feasible for the Designated Access Providers to cluster Access programming into blocks of time such that the Channel space can be compatibly shared between the Designated Access Provider and the Grantee and/or if several Designated Access Providers can combine their programming onto a single Access Channel. The City shall render its decision regarding the matter within sixty (60) days of receiving the request. Should the City find that the evidence exists to support the return of the Access Channel or a portion of the Access Channel to the Designated Access Provider, then Grantee shall surrender the Access Channel or the requested time on the Access Channel, as applicable, within ninety (90) days of receiving the decision. The Designated Access Provider's request shall not be unreasonably denied.

### **9.12 Information about Access Programming**

Grantee shall include information about Access programming in the installation packet provided to Subscribers. The City shall supply the materials, for insertion in the packet, in a format consistent with Grantee's requirements.

### **9.13 Return Lines**

In conjunction with the Cable System Upgrade, Grantee shall, at its expense, construct and maintain a fiber optic return line to the Headend (and hub[s] if applicable) from City Hall (on State Avenue) and the School District Service Center to enable the distribution of Governmental and Educational Access programming to Residential Subscribers on the Access Channels.

## **SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION**

### **10.1 Right to Construct**

Subject to generally applicable laws, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance, Upgrade or extension of Grantee's Cable System.

### **10.2 Right-of-Way Meetings**

Subject to receiving advance notice, Grantee shall make reasonable efforts to attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Cable System.

(D) Grantee shall promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a violation of this Franchise. Sites shall be re-tested following correction.

### **11.7 Additional Tests**

Where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of the Cable System, the City shall have the right and authority, upon thirty (30) days notice, to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis, which may be required.

## **SECTION 12. INSTITUTIONAL NETWORK**

### **12.1 Private Network**

The I-Net is a private communications network governed by this Franchise and the Cable Act. The I-Net may be used by the City and any other qualified I-Net user to provide any technically and legally compatible, non-commercial service. The City agrees to require all qualified I-Net users to stipulate and agree to the requirements specified herein. "Technically compatible" includes, but is not limited to the understanding that the I-Net will not be used in any way that will interfere with the signal quality and the normal operation of Grantee's Cable System. "Legally compatible" includes, but is not limited to, the understanding that the I-Net may not be used for the provision of Telecommunications Services unless by separate agreement between the Grantee and the City, and that the City will not lease, sublease, or resell access to the I-Net. In addition, the Grantee and the City shall at all times provide such management of the I-Net as applicable to ensure the necessary protection of proprietary I-Net signals.

### **12.2 Qualified I-Net Users**

The I-Net will be for the use of the City and any Qualified I-Net user, which shall include: the City, schools, fire stations and other public safety facilities, the library, other municipal facilities, and other public entities or locations that Grantee and the City agree in the future may use the I-Net provided that they are located within the Franchise Area.

### 12.3 I-Net Use

(A) Continued Use of the I-Net. The City and other Qualified I-Net Users shall have an exclusive and indefatigable right of use of the I-Net infrastructure for non-commercial private network communications, which right cannot be revoked by the Grantee, or successor companies or entities, if any, throughout the term of this Franchise or any renewal(s), extension(s) or transfer(s) thereof, so long as the City has met its financial obligations to Grantee. However, the Grantee shall at all times own in fee and maintain, in accordance with a signed Institutional Network Maintenance Agreement which is attached hereto as Exhibit A and incorporated herein by reference, the aerial and underground fiber optic cable and associated facilities and equipment up to the termination points where physically connected to City-owned optronics.

(B) Appropriate uses of the I-Net include, by way of example and not limitation:

(1) High-speed two-way transmission of GIS and other data to and from City departments and to and from the facilities of other Qualified I-Net Users;

(2) Transmitting live and stored instructional materials (whether in the form of data, video or otherwise) for distance learning and staff training purposes to and from Qualified I-Net Users;

(3) Providing videoconferencing among municipal and educational locations and to other locations for municipal and educational purposes;

(4) Linking the public library and providing terminals at library locations that allow members of the public to access library databases and other remote databases for noncommercial purposes;

(5) Providing for remote origination of Access programming;

(6) Facilitating connections for telephone systems, security systems and other critical public entity communications applications, so long as such systems are not providing Telecommunications Service;

(7) Providing videoconferencing and data transmissions between public health care facilities; and

(8) Providing other services such as remote permitting, arraignments; and voice traffic to and from City and educational facilities.

### 12.4 I-Net Components

The City shall provide to Grantee a document which specifies certain initial sites to be served by the I-Net. The following I-Net components will be made available and selected by the City in cooperation with the Grantee in order to ensure the most efficient and cost-effective I-Net options. The parties intend that construction of the I-Net will be performed concurrently with the Upgrade of

Grantee's Cable System to the greatest extent possible in order to provide the most cost-effective I-Net construction.

(A) Backbone. An "I-Net Backbone" means those optical fibers that are integrated into the optical fiber portion of Grantee's Cable System, as well as those optical fibers that will extend from the integrated portion of Grantee's Cable system to the termination panel at the City's designated I-Net sites. The number of optical fiber strands constructed from the City's I-Net hub to each designated I-Net site shall be dependent upon the I-Net locations and uses selected by the City.

(B) Route. The City or the Qualified I-Net User will provide the route, including conduit where mutually agreed to, and the access rights from the property line of the I-Net site into the facility's termination panel location. Efforts will be made by Grantee and the City to ensure that the I-Net distribution system and drops share common paths with the Grantee's Cable System where it is possible to do so, in order to minimize costs to the Qualified I-Net Users. This portion of the I-Net will be owned and maintained by Grantee.

(C) Network Equipment. Grantee shall not install or be responsible for any I-Net end user equipment past the Demarcation Point on the termination panel at each I-Net site, unless through a separate agreement with the City or other Qualified I-Net User.

## **12.5 Determination of I-Net Costs**

The City shall fund the following in return for Grantee's construction of the I-Net, and may use the Capital Advances and Capital Contribution referenced in Sections 9.6 and 9.7 of this Franchise:

(A) Base Construction Cost. The "Base Construction Cost" is the direct incremental cost of labor and materials that Grantee incurs in the construction, installation, and initial testing of the I-Net, as specified below:

(1) Costs of necessary materials to construct the I-Net from the City's hub to each I-Net site Demarcation Point. Grantee will use the same procurement process for obtaining separate I-Net fiber optics and related components as it uses to acquire similar materials for its Cable System, in order to provide the materials to the City in the most cost-effective manner; and

(2) The allocated portion of any additional fiber optics and related materials installed on an Incremental I-Net Backbone; and

(3) Reasonable and verifiable payments made by Grantee to contractors specifically for I-Net construction; and

(4) Actual wages and salaries of Grantee's employees performing construction of the I-Net, for such part of their time as is employed specifically on the I-Net; and

(5) Other costs incurred on the relevant portion of the I-Net in the performance of the work if and to the extent approved in advance in writing by the City.

The City shall not be charged for any indirect costs, except that twelve and a half percent (12.5%) will be added to the total of the costs specified in subsections 12.5 (A) (3)-(4) to cover the compensation of Grantee's employees and contractors who are involved in the design of the I-Net and other I-Net work whose time cannot be directly measured against the project, as well as to cover those miscellaneous expenses items which are not directly quantifiable. This twelve and a half percent (12.5%) figure shall be part of the "Base Construction Cost."

The Base Construction Cost shall not exceed the I-Net site costs as described in the Attachment to Exhibit A.

(B) Any unpaid balance shall bear interest at the prime rate plus two percent (2%) per annum. In order to reduce or eliminate interest payments owed to Grantee, the City may pay at any time any portion of the costs without penalty.

## **12.6 I-Net Construction**

(A) Grantee shall, in consultation with the City, incorporate the I-Net optical fiber strands into its existing network where feasible, its upgrade design and the design of other major construction activity. The initial I-Net design shall be completed by Grantee and provided to the City on or before the Franchise acceptance date. As part of the completed design, Grantee shall provide the City with cost estimates pursuant to subsection 12.5, and maps showing the proposed design routing, for each identified I-Net site. The City shall have thirty (30) days from receiving the preliminary cost estimates and maps to give final approval thereof to Grantee. The City may require Grantee to make changes to ensure that the design is consistent with the City's requirements.

All of Grantee's design engineering costs associated with cost estimates will be paid by the City. If the City does not act within the thirty (30) day period, Grantee may proceed with the upgrade or other major construction of the Cable System that encompasses the I-Net sites in question and shall not construct the I-Net design submitted. The City may later direct the Grantee to construct that portion of the I-Net in accordance with subsection 12.7. If the City orders changes to the design, the City shall have fifteen (15) days from receiving the modified cost estimates and design to approve the same. If the City does not act within the fifteen (15) day period, Grantee may proceed with the upgrade or other major construction of the Cable System for that phase and shall not construct the modified I-Net design submitted. The City may again later direct the Grantee to construct that portion of the I-Net in accordance with subsection 12.7. The City shall act at all times in an expeditious manner so as not to delay the upgrade or other major construction to the Cable System.

(B) The City may direct Grantee to construct or not construct any specific portions or segments of the I-Net up to the point where Grantee begins construction of the area where such I-Net portion is located. If the City wishes to add or delete sites after construction has commenced, the City shall submit its change order requests in writing to Grantee, and Grantee will make the changes and complete them as part of the construction of the Cable System. The City shall pay any additional costs caused by the change order, in addition to incremental costs. After receiving a request for a change order, Grantee promptly will provide the City with an estimate of the costs

including the requested changes. If the City then directs Grantee to proceed with the change, Grantee will make the change.

(C) Completion. The construction of the I-Net shall be substantially completed concurrent with Grantee's completion of the Cable System upgrade or other applicable major construction project.

(D) I-Net Fiber Optic Testing/Certification/Acceptance. All I-Net optical fibers installed either on an incremental build or separate build will be tested in accordance with Comcast's standards. OTDR and OLT (attenuation) bidirectional testing will be performed, and the results will be provided in the final documentation package. Tests will be conducted from demarcation point to demarcation point, which is typically from the City hub to the I-Net site. Industry standards for loss and attenuation will determine the acceptable loss of a given link (.25dB/connector; .1dB/splice; .35dB/km-1310nm; .25dB/km-1550nm). A copy of the documentation shall be provided in an electronic format that may be viewed or printed with standard office applications or software provided by Grantee.

Grantee shall notify the City at least ten (10) days prior to the date at which Grantee plans to certify and document the integrity of the I-Net fiber backbone through testing and verification. The City or its designee, shall have the option of attending any test conducted pursuant to this subsection. The City shall also have the option of conducting a physical inspection of the construction taking place in the Right of Way or on City property or other property used by the City, provided that this inspection should not include touching, moving or manipulating the fiber or the bulkhead, and provided further, that this inspection is conducted prior to the date of the Grantee's planned testing. A copy of the test results and documentation shall be provided to the City. If the test results or physical inspection do not/does not indicate compliance with the standards provided for herein, Grantee shall perform repairs and retesting and take any other action necessary until the I-Net meets such standards and is accepted as completed by the City. Acceptance shall be in the form of a letter from the City to Grantee.

(E) Nothing in this Franchise shall be read to prevent the parties from agreeing to different procedures for I-Net construction as long as those procedures permit the I-Net to be constructed efficiently and cost-effectively, so long as agreed upon changes and procedures are documented and approved by both parties. Consistent with this goal, it is the intent of the parties to cooperate to minimize any delay in the Cable System upgrade or other major construction while providing sufficient time to permit the City to review and approve design plans and cost estimates.

## **12.7 Future I-Net Construction**

Grantee and the City shall cooperate in investigating and considering options for expansion of the I-Net. The City may direct Grantee to investigate and provide cost estimates regarding expansion of the I-Net plant at any time throughout the term of this Franchise and any extension(s), transfer(s) or renewal(s) thereof. After receiving a request for additional I-Net work, Grantee shall provide the City with an estimate of the costs associated with the additional fiber I-Net work within forty-five (45) days. All of Grantee's design engineering costs associated with cost estimates will be paid by the City. If the City then directs Grantee to perform the work, Grantee will perform it. After the

completion of the initial I-Net construction, any additional I-Net construction shall be performed and completed within six (6) months after the City directs that the work be performed, unless the parties agree in writing to a different completion date prior to commencement of the work.

### **12.8 Warranties/Acceptance**

The acceptance of any component of the I-Net, or reimbursement therefore, shall not waive any defect in the work or constitute acceptance of workmanship or materials not in compliance with the applicable design and specification requirements. Grantee shall provide in its contracts for warranties of the workmanship and materials which are satisfactory to the City and will provide for the enforcement of such warranties and for the correction of workmanship or materials which is not provided in accordance with applicable design and specification requirements or which is otherwise defective.

### **12.9 Payment**

(A) Form of Invoice. Grantee shall prepare and submit a payment schedule for the costs, including details on the Base Construction Costs and interest charges, if any, pursuant to subsection 12.5. The City shall determine the method of funding, and the cost may be paid on either a one-time, monthly or an annual basis.

(B) Payment. At its discretion, the City may use the capital advances and Capital Contribution specified in subsections 9.6 and 9.7 of this Franchise for payment of the I-Net costs.

### **12.10 I-Net Service Standards.**

Grantee shall be responsible for meeting the I-Net service and maintenance standards described in the Institutional Network Maintenance Agreement. Grantee shall maintain the I-Net fiber plant at a high level of reliability.

(A) The I-Net shall be considered as experiencing an "outage" when the City or another Qualified I-Net User cannot, because of a problem resulting from the failure of any Grantee-provided fiber optic cable or an associated component, transmit video, voice and/or data communications to, from and/or on the I-Net.

(B) "Outage" conditions shall not include (i) service problems resulting from City-owned or Qualified I-Net User owned or installed equipment or facilities, (ii) infrequent scheduled preventive maintenance as long as the City and other Qualified I-Net Users are notified at least five (5) business days in advance; or (ii) *force majeure*.

### **12.11 No Other I-Net Costs**

The parties agree that there shall be no charges for the I-Net provided by Grantee, other than those charges specified in this Section 12 and in the Institutional Network Maintenance Agreement. The parties also agree that any costs to the Grantee associated with the I-Net are not Franchise Fees.

## PEG/I-NET FACT SHEET Questions and Answers

*Prepared by the City of Marysville  
March 2007*

The current cable television franchise between Comcast and the City of Marysville became effective in November 2003. The renewed franchise brought with it several changes from the previous franchise in how the governmental access channel, and newly acquired educational access channel, are to be administered and funded.

***Q: What are PEG and PEG Access?***

**A:** PEG is the Acronym for **P**ublic Access, **E**ducational Access and **G**overnmental Access, collectively. Access channels are made available by Comcast as an obligation of its current cable franchise with the City of Marysville. Federal law allows franchise authorities such as the City of Marysville to request access channels as part of the franchise agreement. To clarify, “PEG” is used throughout this document as a generic term familiar within the Cable and Telecommunications industry, even though the City of Marysville provides only the (E) Educational and (G) Government access, but not (P) public access.

Access under the franchise means the availability of access channels for non-commercial use by public agencies. Separate policies and procedures for cablecasting and use of the public bulletin board are explained in more detail for institutions, organizations, groups and individuals in the Marysville community.

***Q: How is PEG Access funded in Marysville?***

**A:** During the term of the current Franchise Agreement (November 2003-November 2014), Comcast collects \$1.00 per Residential Subscriber who receives a bill in the City of Marysville (i.e. does not include bulk account such as for multiple dwelling units) for **capital** support of PEG Access and construction and implementation of the Institutional Network (fiber network connecting public facilities within the franchise area). These funds may not be used for operational costs. (Restrictions on the use of these funds and the reporting requirements to Comcast are outlined in **Section 9.6**, “Access or I-Net Support Grants”, and **Section 9.7**, “Capital Contribution” of the City agreement.)

**Government** access channel – Marysville TV21 – is funded by the City of Marysville.

**Educational** access channel – Channel 26, Managed by the City and operated by Marysville-Pilchuck High School/Marysville School District.

***Q. How is access funded and operated in other communities?***

- A. The funding mechanisms for public access vary from community to community. In some communities all three "legs" of PEG Access are operated by a non-profit corporation which receives a portion of its funds from local government as paid from a portion of the franchise fees paid by the cable operator. In some communities local government operates public access. In other communities around Washington State there is no public access; only government and/or education. Some public access operations are partially funded by grants and/or partnerships between education and the private sector. Some operations charge a usage fee to help fund operations. Some access operations are funded in part from interest earned from funds originally granted by earlier cable franchises.

City of Everett	Capital contribution- \$300,000	\$1 per mo./per sub.–	No I-Net
City of Port Angeles	\$60,000 + \$12,000 p/year for 5 years.	0 per mo.	Yes I-Net
City of Redmond	\$200,000 up front.	Yr. 1- \$.25, yrs 3-4, \$.50	Yes I-Net
City of Vancouver	1\$ per mo./per sub.		Yes I-Net
City of Bellingham	PEG channel, allow 2 with up to 5.	\$375,000 \$1.25	Yes I-Net

Cable companies are no longer agreeing to a \$1 per mo./per sub. fee in its current franchise negotiations with other municipalities. Typically, the companies are agreeing to a maximum of \$.25, and agreeing to provide limited upfront capital grants. Big cities that have implemented I-Nets are saving 100s of 1000s of dollars, while cities our size that build and deploy I-Nets are saving 1000s of dollars a year.

The cable industry used to regularly supply cities, through a franchise agreement, with “capital contributions” money to fund these channels and I-Nets, for in-kind contributions and capital equipment needs/

That is how we currently have a governmental access channel, 21, and the equipment to operate it. Without cable company funding, we would not have a channel at all, which is true of all communities that choose to operate access channels, with programming.

In the late 1990s, federal cable act laws changed to enable cable companies to show any capital contributions/equipment needs they had agreed to to be shown as a “pass-through,” or “external charge” on cable subscriber bills, typically a line that says “PEG fee,” “I-Net fee, or “PEG/I-Net fee,” the latter of which Marysville has. An entirely separate fee that is paid to the city is a 5% fee on company gross revenues. This is the fee paid to the city so the company can provide cable services within the city, and it pays for privilege of cable company to use the city’s valuable public rights-of-way.

***Q. What types of community programming appear on the Marysville channels?***

- A. TV21 periodically airs 2-8 hours of programming a day, which currently consists of Project Impact, a King County Emergency Management Series; Wild About Washington, Greater Marysville Tulalip Chamber of Commerce forum breakfasts,

and the Tommie Talk interview program if we receive it from the high school. Other programming we have aired in the pass is available but in DVD format, equipment which we do not currently have.

The majority of time on TV21 remains dedicated to an informational bulletin board until such time as we are able to develop more locally-produced programming. The bulletin board provides viewers with meeting agendas for the City Council, traffic advisories, special meeting notices and general information.

**Q: *What is the difference between franchise fee payments and “Capital Contribution Funds” paid by Comcast to the City?***

**Franchise fee** payments are made by the cable operator at the rate of 5% of its gross revenues derived from the operation of the cable system to provide cable service in the franchise area in exchange for installing its lines and equipment in the public right of way. These payments are made to the City based upon where such revenues are derived. The franchise fees are part of the City General Fund that supports a variety of public services. There are no legal restrictions or requirements on how franchise fees may be expended by local governments.

The “**Capital Contribution**” fund, or “**Marysville Technology Infrastructure Fund**” as it is known here, may only be used for capital expenditures related to Government (G) or Educational (E) cable access programming and certain costs related to the Institutional Network.

**Q. *What is the “I-NET”?***

- A. The Institutional Network, or I-NET, is a fiber optic network that is part of the upgraded cable system. It is capable of providing high speed voice, video and data. The I-NET, under the terms of the franchise agreement, is only for the use of PUBLIC agencies (i.e. government and education). Under the terms of the franchise agreement, PEG Capital Support Funds may also be used for costs associated with the I-NET, consistent with federal policies and regulations. Current I-NET participants are the City of Marysville and Marysville Fire District. Marysville School District does not participate at this time; fiber has been extended to the school district service center, but it not “lit.” The possibility of future participation exists, however, if parties show interest at a later date.

The franchise agreement does not stipulate a funding formula to differentiate between I-NET and PEG capital uses.

The I-NET infrastructure has demonstrated its value, cost-effectiveness and efficiency with the installation of a partial Voice over Internet Protocol (VoIP) phone system. The system routes phone calls via a broadband internet connection from a computer instead of a phone line or cell phone. Studies show that VoIP equipment costs 70 percent less than traditional voice equipment and 50 percent less to maintain. Data-access lines cost up to 80 percent less than voice lines.

**Q: *How much money was collected in the PEG/I-Net Capital Support Fund as of February 2005?***

A: The cable operator began collection of the \$1/month per subscriber fee in November 2003, which was advanced in the form of a Capital Contribution totaling \$88,000, most of which was spent toward paying of the I-Net. As of February 2005, the City of Marysville had received \$166,000 in PEG/I-Net Capital Fund Contribution grants. Funding from that point forward has been submitted to the City on a quarterly basis.

**Q: *What is the value of the I-Net as it relates to economic development?***

A: Technology infrastructure and economic development policies created to take advantage of it help to determine a region's future. Communities that integrate technology into their strategies and plans have a distinct edge over those that play catch-up.

Physical infrastructure such as fiber optic or wireless networks, or e-government, demonstrates to the business community that Marysville is serious in its efforts to be a “wired” city for the benefit of its citizens, businesses, customers and prospective businesses.

It should be recalled that the I-NET that connects our public buildings and facilities cost between 50-70% less than it would have cost us to build it privately, or on our own. The I-NET was built at marginal cost as part of the Comcast cable system upgrade in Marysville.

Applications-wise, the I-NET isn't going to attract high-tech businesses directly; the real benefits will be in helping industries within your community use technology we build in to make them more efficient

Another thing to keep in mind is that in the future, the national Office of Homeland Security may devise requirements at the local government level in the form of unfunded mandates, which would require we have a more developed emergency communications system. The I-Net, and having built one ahead of time at a much lower cost, will prepare us for any such eventuality.

Building the I-Net fiber-based network now (and meeting the needs of the city's government access channel and educational channel) will put less pressure on our elected leaders in the future to raise taxes to pay for network services that are critical.

**Q: *When will the City's I-Net be completely paid off?***

A: The I-Net should be fully paid off in spring 2007.

**Q: *Does the City Council have the latitude to change the amount of the per-subscriber monthly fee?***

A: Yes. City staff and cable consultant River Oaks included a clause in the franchise that enables the Council to reduce the fee, at its request.

**Q: *What was the purpose of staff going to the City Council in 1993 to retain acceptance for the \$1 per mo./per sub prior to adopted new cable regulations?***

A: The City and cable consultant had reached a point in cable franchise negotiations with Comcast when the cable company was beginning to purchase the materials for a full fiber-optic upgrade of their entire system in Marysville. In order to take advantage of reduced costs for the city's portion of the work and equipment, we needed to act fast. At the time, we emphasized the urgency of securing the green light to seek the \$1 per mo./per sub. as it related to the I-Net, but at the same time we stressed that the \$1 would be essential to meeting capital improvement needs for the access channels.

**Q: *What are eligible costs ?***

A: Only capital costs are eligible for funding under the PEG Capital Support Fund program. Capital costs are defined as:

1. Having an acquisition or construction cost of over \$5,000;
2. Having a normal life expectancy of at least one year;
3. A one-time expense/project; and
4. Resulting in a fixed asset.

B. All PEG cable programming projects must utilize, or be related to the use of, cable system bandwidth or channels. Eligible projects include production facilities and equipment used to produce access programming over the residential cable system. Support equipment may also be eligible (such as computers).

C. Eligible I-NET projects for applications include Videoconferencing equipment to be used to transport video over cable system infrastructure; Electronic equipment used to transport voice or data over the cable system infrastructure; Support equipment (such as computers). Transport charges for the I-NET are also eligible for PEG Capital Support Funds under the terms of the franchise agreement with Comcast.

**Q: *What are the immediate needs of the cable access channel?***

A: The TV Advisory Committee recommended \$11,500 in FY 2005 for capture and editing upgrades compatible with the existing government access channel, TV21, as the first step in conversion from video to a high-definition/DVD system. Hardware would include an Apple Power PC G5, software; Final Cuts Pro HD and DVD Studio Pro. This equipment will also be able to convert video signals to video-streaming formats that can be used on the city web site. The Cable Television Advisory Committee in 2006 developed a

Cable Access Television Capital Improvement Program seeking \$59,565 toward equipment necessary to convert the Government Access Channel to a digital format. This 2007 Program Request had not reached the level of review necessary to be incorporated into requests during Council's 2007 budget workshops.

**Q:** *What impact will removing the \$1 per mo./per sub. "pass through" fee have on access channel operations?*

A: It will remove the sole funding source for capital needs established to expand and improve the city's cable access channel(s), and to keep up with future technologies. In addition, a \$6,600 maintenance fee for the I-Net will be a recurring annual cost over the life of the franchise. Without the fee, this money would have to come directly from the city's General Fund.

The city in years 1996-98 fought to obtain a 3-year \$50,000 capital grant from the cable company to add video and video editing equipment that greatly improved the quality of programming on Channel 21. The equipment itself is becoming antiquated an obsolete with the new digital and video-related technological innovations that are emerging today.

**Q:** *Who determines the number and type (P, E or G) of Access Channels under the current Franchise?*

A: The total number of Access channels is determined by the franchise agreement between Comcast and the City of Marysville.

There is no pre-assigned designation of Access Channels (P, E or G) under the current franchise. The Franchising Authority (City of Marysville), with the advice of the Marysville Cable Television Advisory Committee, determines the use and designation of Access Channels.

The City may require Comcast to activate an additional channel (1) for each category (governmental and educational), depending upon channel usage criteria explained in Section 9.3 of the current Franchise Agreement.

**Q:** *What is the Marysville Cable Access Television Advisory Committee and what is its role in the administration of PEG Access and distribution of PEG Access Funds?*

A: The Marysville Cable Television Advisory Committee was reinstated in 2004. The seven-member Committee is a group of seven citizens authorized under Chapter 2.10 of the Marysville Municipal Code to administer and implement compliance of cable-related ordinances, resolutions and cable franchises authorized by the City.

The Committee has many authorized duties, including primary responsibility for advising the City regarding public, educational and governmental access programming, allocating access funds and for submitting written reports and

recommendations to the City Council, and to work with all parties involved and the public to encourage maximum feasible use of access channels by authorized institutions, groups, and individuals in the community.

The Committee does not have advisory powers related to the I-Net.

####

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**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 26, 2007**

<b>AGENDA ITEM:</b> Recovery Contract (Water) for Nathan Kelley – Hidden Quilceda Estates	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Deryl Taylor, Development Services Technician	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Water Recovery Contract</li> <li>• Exhibit A – Vicinity Map</li> <li>• Exhibit B – Parcel Map</li> <li>• Exhibit C – Property/Cost Sheet</li> </ul>	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

This Recovery Contract establishes a fair fee for latecomers benefiting from a 10” water main located on 122<sup>nd</sup> Place & 54<sup>th</sup> Drive NE.  
 The recoverable amount of this Recovery Contract is \$65,361.25.

<b>RECOMMENDED ACTION:</b> Public Works and Community Development staff recommends approval.
<b>COUNCIL ACTION:</b>

After Recording Return to:

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

<u>Name</u>	<u>Address</u>
Nathan Kelley	12412 54 <sup>th</sup> Drive NE Marysville, WA 98271

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a water (water, sewer, or storm drainage) system, including a(n) 10-inch line and appurtenances situated as follows:

**Approximately 990 LF of 10" offsite water main located on 122<sup>nd</sup> Place NE & 54<sup>th</sup> Drive NE serving the Plat of Hidden Quilceda Estates.**

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.
2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$85,808.00, which have been paid in full by the Developer.
3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

**Fourteen properties located in the NW Quarter of Section 10, Township 30 North, Range 5 East, W.M. Tax parcel #'s 004184-000-001-00, 004184-000-002-00, 004184-000-003-00, 004184-000-004-00, 004184-000-005-00, 004184-000-006-00, 004184-000-007-00, 004184-000-013-00, 004184-000-014-00, 004182-000-001-00, 004182-000-002-00, 004182-000-003-00, 004182-000-004-00, 004182-000-009-00.**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$65,361.25.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$39.28 per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

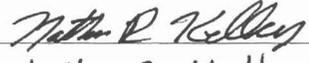
11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:  
By: \_\_\_\_\_  
CITY CLERK

THE CITY OF MARYSVILLE:  
By: \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
CITY ATTORNEY

DEVELOPER:  
  
\_\_\_\_\_  
Nathan R Kelley

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DENNIS L. KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**For Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Nathan Kelley is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 14th day of March, 20 07.



Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires May 2010

**For Representative or Company:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

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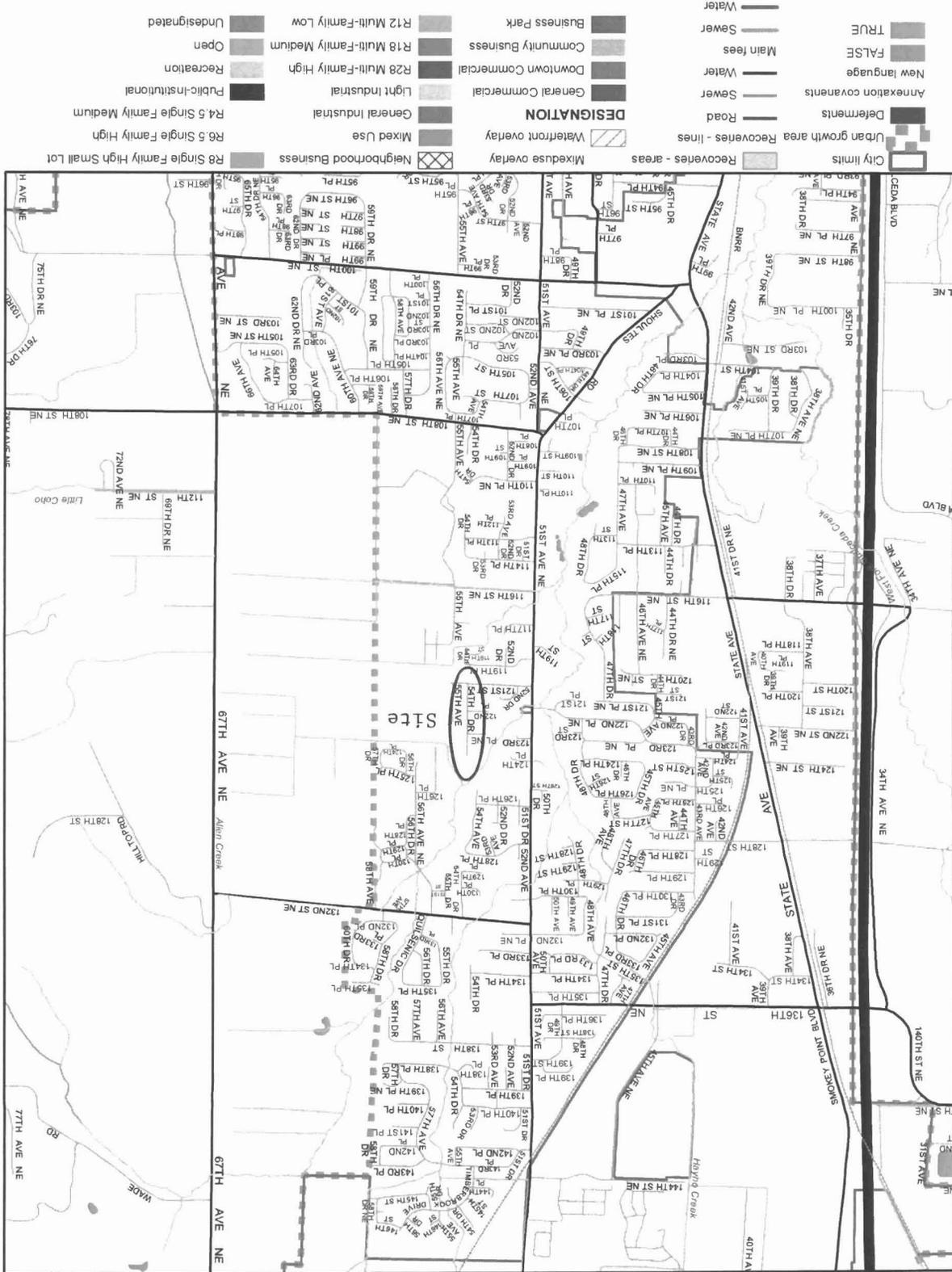
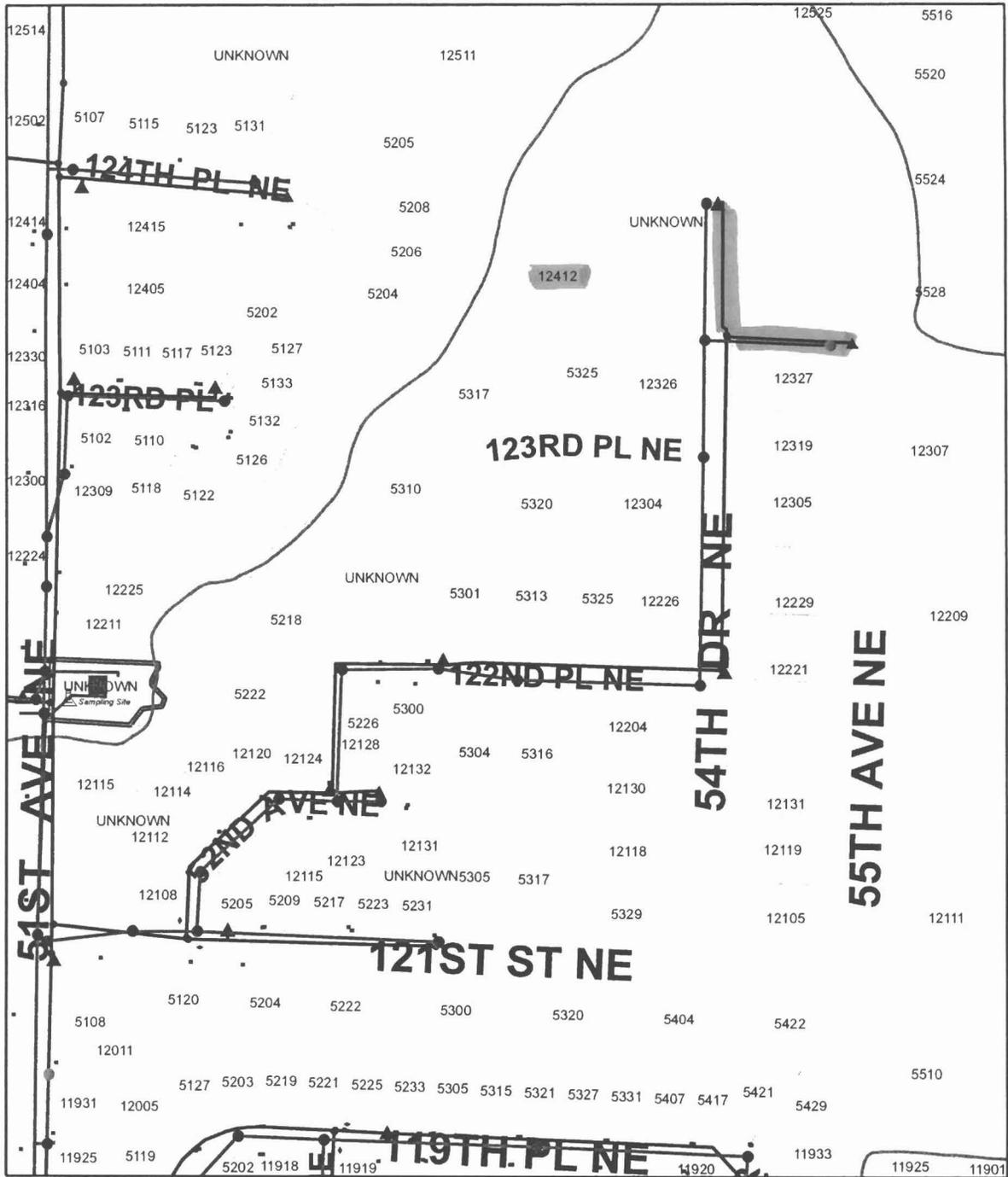


Exhibit A

Exhibit B



- |                                 |                     |                          |                      |                            |                                   |
|---------------------------------|---------------------|--------------------------|----------------------|----------------------------|-----------------------------------|
| City Limits                     | Sewer Service Area  | Water Service Area       | Water Pump Stations  | Water Valves - Main        | DNR Catchbasins (UGA)             |
| Stormdrain Culverts             | Sewer Cleanouts     | Water Lines              | Water PRVs           | <b>POSITION</b>            | DNR Culverts (County)             |
| Stormdrain Catchbasins          | Sewer Lift Stations | <b>STATUS</b>            | Water Blowoffs       | CLOSED                     | DNR Drain points (UGA)            |
| Stormdrain Manholes             | Sewer Manholes      | EXISTING                 | Water Airvacs        | OPEN                       | DNR Detention facilities (County) |
| Stormdrain Detention Facilities | Sewer Lines         | ABANDONED                | Water Valves - Other | UNKNOWN                    | DNR Cross sections (UGA)          |
| Stormdrain Lines                | <b>STATUS</b>       | Water Meters             | Water Valve Markers  | DNR Drainage network (UGA) | Adopt-a-stream culverts           |
|                                 | EXISTING            | Water Storage Facilities | Water Hydrants       | Water Sampling Sites       |                                   |
|                                 | ABANDONED           |                          | Water Sampling Sites |                            |                                   |

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**Developer's Property**  
Benefiting Property  
Water Main

## Exhibit C

## Hidden Quilceda Estates Water – Nathan Kelley

	Owner/Address	Parcel	LF	Cost \$39.28/lf	Date Paid
1	5301 122 <sup>nd</sup> Pl Lominick	004184-000-001-00	106	\$4163.68	
2	5313 122 <sup>nd</sup> Pl Doty	004184-000-002-00	106	\$4163.68	
3	5325 122 <sup>nd</sup> Pl Hagen	004184-000-003-00	106	\$4163.68	
4	12226 54 <sup>th</sup> Dr Hinricksen	004184-000-004-00	106	\$4163.68	
5	5304 122 <sup>nd</sup> Pl Mason	004184-000-005-00	124	\$4870.72	
6	5316 122 <sup>nd</sup> Pl Brodland	004184-000-006-00	100	\$3928.00	
7	12204 54 <sup>th</sup> Dr Everson	004184-000-007-00	200	\$7856.00	
8	12229 54 <sup>th</sup> Dr Ramirez	004184-000-013-00	108	\$4242.24	
9	12221 54 <sup>th</sup> Dr Robinson	004184-000-014-00	108	\$4242.24	
10	12327 54 <sup>th</sup> Dr Corley	004182-000-001-00	110	\$4320.80	
11	12319 54 <sup>th</sup> Dr Corley	004182-000-002-00	110	\$4320.80	
12	12305 54 <sup>th</sup> Dr Baldwin	004182-000-003-00	110	\$4320.80	
13	12304 54 <sup>th</sup> Dr McKeeman	004182-000-004-00	120	\$4713.60	
14	12326 54 <sup>th</sup> Dr McConnell	004182-000-009-00	150	\$5892.00	
	<b>Subtotal - Recoverable</b>		<b>1,664</b>	<b>\$65,361.25</b>	
	Developer's Share			\$20,446.75	
	Total Project Cost			\$85,808.00	

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 26, 2007**

<b>AGENDA ITEM:</b> Recovery Contract (Sewer) for Nathan Kelley – Hidden Quilceda Estates	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Deryl Taylor, Development Services Technician	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Sewer Recovery Contract</li> <li>• Exhibit A – Vicinity Map</li> <li>• Exhibit B – Parcel Map</li> <li>• Exhibit C – Property/Cost Sheet</li> </ul>	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8” sewer main located on 122<sup>nd</sup> Place & 54<sup>th</sup> Drive NE.

The recoverable amount of this Recovery Contract is \$76,445.25.

<b>RECOMMENDED ACTION:</b> Public Works and Community Development staff recommends approval.
<b>COUNCIL ACTION:</b>

**After Recording Return to:**

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name  
**Nathan Kelley**

Address  
**12412 54<sup>th</sup> Drive NE  
Marysville, WA 98271**

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer (water, sewer, or storm drainage) system, including a(n) 8-inch line and appurtenances situated as follows:

**Approximately 987 LF of 8" offsite sewer main located on 122<sup>nd</sup> Place NE & 54<sup>th</sup> Drive NE serving the Plat of Hidden Quilceda Estates.**

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.
2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$97,778.00, which have been paid in full by the Developer.
3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

**Fifteen properties located in the NW Quarter of Section 10, Township 30 North, Range 5 East, W.M. Tax parcel #'s 004184-000-001-00, 004184-000-002-00, 004184-000-003-00, 004184-000-004-00, 004184-000-005-00, 004184-000-006-00, 004184-000-007-00, 004184-000-013-00, 004184-000-014-00, 004184-000-015-00, 004182-000-001-00, 004182-000-002-00, 004182-000-003-00, 004182-000-004-00, 004182-000-009-00.**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$76,445.25.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$45.50 per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:  
By: \_\_\_\_\_  
CITY CLERK

THE CITY OF MARYSVILLE:  
By: \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
CITY ATTORNEY

DEVELOPER:  
*Nathan R. Kelley*  
\_\_\_\_\_  
*Nathan R. Kelley*

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DENNIS L. KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**For Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Nathan Kelley is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be MS free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 14th day of March, 20 07.



Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires May 2010

**For Representative or Company:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

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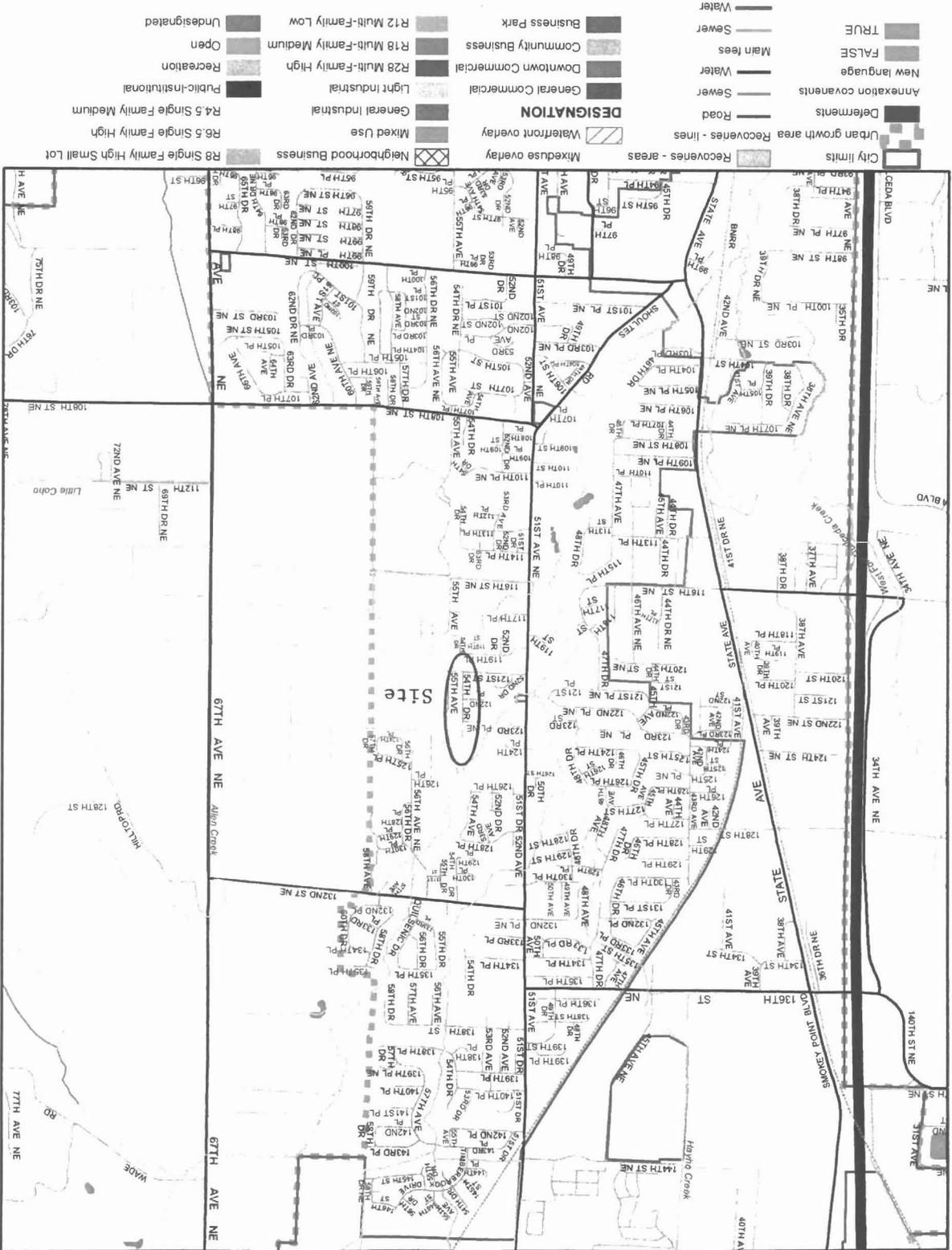
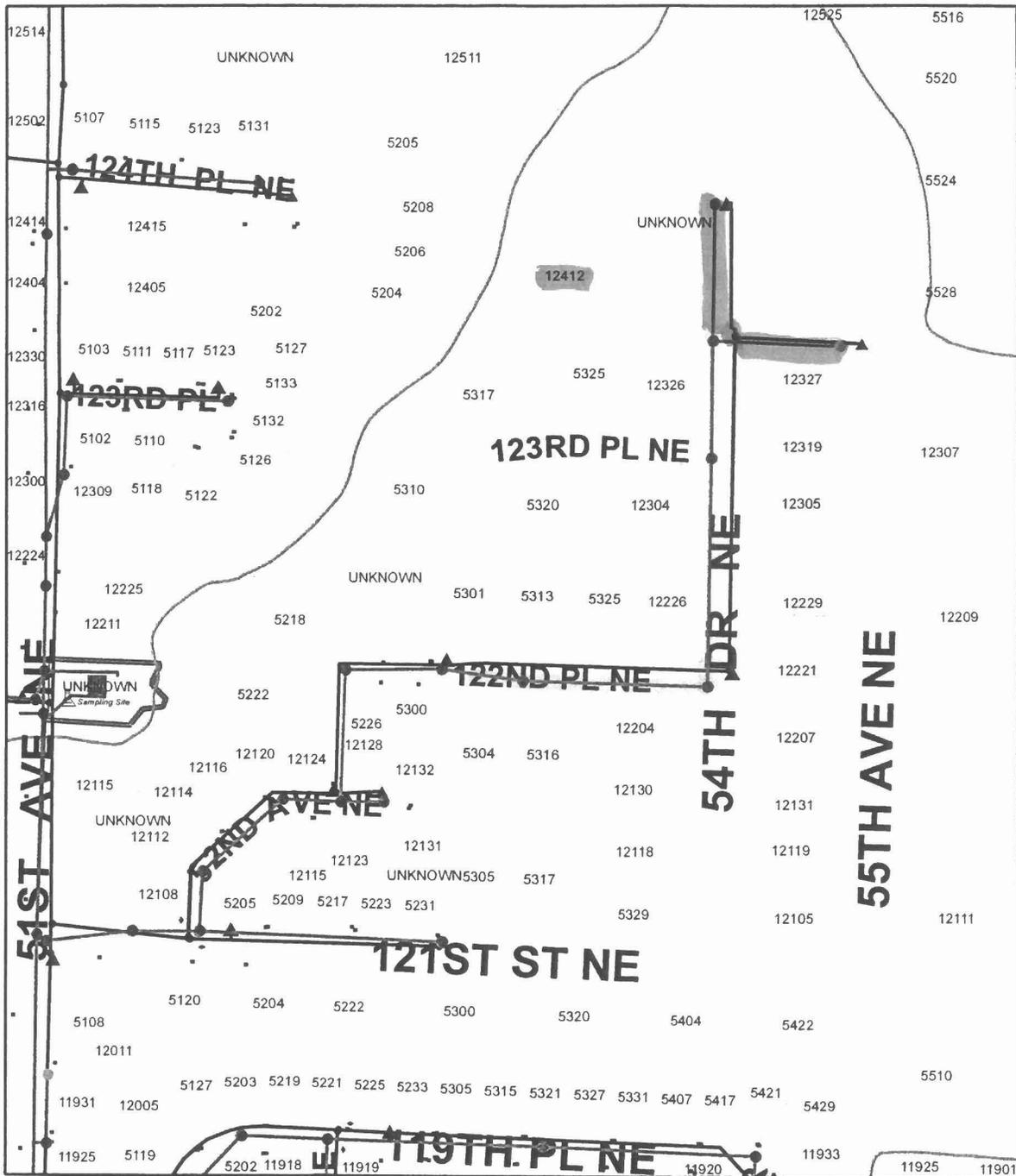


Exhibit A

Exhibit B



- |                                 |                     |                          |                      |                              |                                   |
|---------------------------------|---------------------|--------------------------|----------------------|------------------------------|-----------------------------------|
| City Limits                     | Sewer Service Area  | Water Service Area       | Water Pump Stations  | Water Valves - Main          | DNR Catchbasins (UGA)             |
| Stormdrain Culverts             | Sewer Cleanouts     | Water Lines              | Water PRVs           | Water Valves - Main POSITION | DNR Culverts (County)             |
| Stormdrain Catchbasins          | Sewer Lift Stations | Water Lines STATUS       | Water Blowoffs       | CLOSED                       | DNR Drain points (UGA)            |
| Stormdrain Manholes             | Sewer Manholes      | EXISTING                 | Water Airvacs        | OPEN                         | DNR Detention facilities (County) |
| Stormdrain Detention Facilities | Sewer Lines         | ABANDONED                | Water Valves - Other | UNKNOWN                      | DNR Cross sections (UGA)          |
| Stormdrain Lines                | EXISTING            | Water Meters             | Water Valve Markers  | Water Valve Markers          | DNR Drainage network (UGA)        |
|                                 | ABANDONED           | Water Storage Facilities | Water Hydrants       | Water Hydrants               | Adopt-a-stream culverts           |
|                                 |                     |                          | Water Sampling Sites | Water Sampling Sites         |                                   |

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**Developer's Property**  
Benefiting Property  
Sewer Main

## Exhibit C

## Hidden Quilceda Estates Sewer – Nathan Kelley

	Owner/Address	Parcel	LF	Cost \$45.50/lf	Date Paid
1	5301 122 <sup>nd</sup> Pl Lominick	004184-000-001-00	106	\$4823.00	
2	5313 122 <sup>nd</sup> Pl Doty	004184-000-002-00	106	\$4823.00	
3	5325 122 <sup>nd</sup> Pl Hagen	004184-000-003-00	106	\$4823.00	
4	12226 54 <sup>th</sup> Dr Hinricksen	004184-000-004-00	106	\$4823.00	
5	5304 122 <sup>nd</sup> Pl Mason	004184-000-005-00	124	\$5642.00	
6	5316 122 <sup>nd</sup> Pl Brodland	004184-000-006-00	100	\$4550.00	
7	12204 54 <sup>th</sup> Dr Everson	004184-000-007-00	200	\$9100.00	
8	12229 54 <sup>th</sup> Dr Ramirez	004184-000-013-00	108	\$4914.00	
9	12221 54 <sup>th</sup> Dr Robinson	004184-000-014-00	108	\$4914.00	
10	12207 54 <sup>th</sup> Dr King	004184-000-015-00	16	\$728.00	
11	12327 54 <sup>th</sup> Dr Corley	004182-000-001-00	110	\$5005.00	
12	12319 54 <sup>th</sup> Dr Corley	004182-000-002-00	110	\$5005.00	
13	12305 54 <sup>th</sup> Dr Baldwin	004182-000-003-00	110	\$5005.00	
14	12304 54 <sup>th</sup> Dr McKeeman	004182-000-004-00	120	\$5460.00	
15	12326 54 <sup>th</sup> Dr McConnell	004182-000-009-00	150	\$6825.00	
	<b>Subtotal - Recoverable</b>		1,680	<b>\$76,445.25</b>	
	Developer's Share			\$21,332.75	
	Total Project Cost			\$97,778.00	

## Marysville Library Board

February 8, 2007

### Attendance:

Board Members: Tom King, Dorothy Stanton, Sue Rasmussen, Margot Tipton, Mike Wray

Sno-Isle Staff: Maggie Buckholz, Valerie Stevens

### Absent:

Board Members: Joe Shipp, Tom Albright

City Council Representative: Lee Phillips

Minutes of Previous Meeting (December) Approved

### Reports:

#### Librarian: Maggie Buckholz

Ballast for light over the circulation desk has finally been located and repaired.

Maggie and parks department met with a company that does camera recording security. It works in very dim light. This would be a way for the city to potentially identify those who damage parks facilities and who use the facilities for illicit activity. This could be monitored from home with the password. We don't know if funding available or not.

Phone is back in front of the library. The phone was not installed at the request of the Sno-Isle or the city. Verizon provides the phone and replaced it. We are looking at the steps that would prevent it from being used for incoming calls. The city has formally requested that incoming call capability that blocked for that phone. 911 liability is one of the issues to be resolved before the incoming calls can be blocked. The city would automatically dispatch if a 911 call came from this phone and incoming calls were blocked. Verizon needs to be assured that it would have no liability.

Recently in the library an elderly patron fell and could not get up or identify herself. 911 was called and she was taken to the hospital. There was no need to use the AED. Some distress was experienced by her husband when he returned to pick her up and could not find her.

#### Sno-Isle: Valerie Stevens

Freeland Library has been closed for the last six months for addition and renovation. It has opened and looks beautiful.

There is a storefront pilot library being planned for Camano Island. It will be about 2000 square feet. The location is not yet determined as available commercial space on Camano Island is limited. It will be in leased space for 2-3 years. Then residents will be asked to pass a bond to build a building.

There is currently a vacancy for the Arlington Managing Librarian. The Arlington Librarian has moved to Stanwood. A nationwide recruitment for that position is being conducted and interviews are being scheduled.

A new web-site is being tested. The same information will be on the new site as is on the current web-site. Information might be under different buttons. It should be more functional and will have a different look. There will be streamed music (classical and African American Music). Sno-Isle is interested in feedback. It should be up next Monday. One new feature will be a link to staff prepared reviews "What we are reading."

The Library system also has a new product, Books read in "Play Away" Format. You plug earphones into the players. Patron will need to supply batteries and earphones. It is about the size of MP3 players and comes in a VHS sized box. We have about 200 in this library. This can also be used with a car adaptor. It gives you three levels of voice speed.

#### **City Council Report:**

We have not seen Lee for several months, due to his work schedule. In the past the city has changed assignments at the start of a new year. We are unaware of who our city council representative is if someone else has been assigned.

#### **Friends of the Library: Dorothy Stanton**

The first meeting with the new president went well. Dorothy thinks that sooner or later the Friends will have to try evening meetings again. A well publicized quarterly meeting in the evening might attract members who cannot currently attend because of work. The currently active members of the Friends of the Library are of retirement age and would not attend an evening meeting. There are however many members who participate in other ways as volunteers who do not attend the meeting because of work conflicts. The next meeting is next Thursday afternoon.

#### **Old Business:**

##### **Gellerson Bequest Proposal Status Report:**

Maggie has spent \$24,000 our original total was \$35,000

Maggie has been gathering additional monies and Sno-Isle has been a significant contributor.

All of the computer chairs have been replaced including four stools at the teen computers. They all have the krypton fabric so that they can be cleaned. As the chairs were put together people were eager to use them out. The old chairs were surplus to the city. We kept 3 or 4 of the nicer cleaner ones. They may be used in study carrels. Staff who work here on Sunday (and normally work in other buildings) were eager to claim those chairs for their libraries. We do not know what the city plans to do with the old chairs.

We have not used Gellerson funds for those chairs

The Preschool Computer workstation has arrived. That was purchased by Sno-Isle.

The new shelving has been installed in the teen area. It has expanded the teen area and made it more appealing. That was funded with Kiwanis money and some other grant money.

The teen area also received 2 lounge chairs with a side arm with Sno-Isle money. Sno-Isle will install laptop computers on those side arms. They will not be part of our reservation system. They will be filtered computers. They will be reserved for teens. They will have some on-line gaming capability but will not have the option for a patron to download a game onto the computer.

Sno-Isle Foundation will be giving grant money to support teen connections with the library. Maggie attending a session about computer gaming in the library at a recently attended conference. She shared with us a quotation attributed to Albert Einstein, "Play is the highest form of research."

The new CD Flip shelving has been popular and seems to have increased the use of the collection. One patron turned the collection so the spines could be read, thinking that the old way was better. Generally response has been positive.

The Friends Lobby furniture has arrived. They are still working on the shelving adjustments. The book carts hold more than the previous shelving units. This will enable The Friends to get more of their stock out on the display for purchase.

What we still have

We have about \$36,000 remaining in our accounts towards our planned projects. Maggie does not have exact numbers today.

Previously we had budgeted \$30,000 from the Gellerson funds for furnishings And \$10,000 for art.

We still need to purchase lobby display shelving for the lobby, chairs for the study tables, and reading area furnishings on the furnishings aspect of the project.

At the American Library Association Mid-Winter Meetings, Maggie was able to get a lot of new information from furniture vendors. We will get more vendors to come in to give us bids. She especially liked a bench called "My spot" - a bench for two people. It can be customized. It can have book racks

underneath; it can have a divider between two stations. Has power plug ins with swing out arms for laptops. People could even plug into the system network.

She also got a lot of free headphone give aways from the “Play Away” group that can be given to patrons using the new format.

### **Art Project Status Report**

The city attorney will be looking at the contract. Maggie has just sent it off. They want input if there is a permanent fixture on the building. They will review it at the request of the committee. Margot will set us up for our next meeting.

Sno-Isle Foundation has approved the contract. The initial budget is \$10K.

### **Other Old Business:**

Parking Lot Lighting has been installed. The contractors did a really nice job keeping things nice and usable during the construction process. They worked in very small areas to keep the parking lot available for patrons. Facilities handled the project very well. The poles came from 2007 budget because they didn't come in soon enough. When the weather improves the parking lot will be restriped to finish the project. Patron comments were immediate and positive.

### **New Business:**

#### **Washington State Library Legislative Day**

Maggie is hoping to not be here on March 8<sup>th</sup> - She is hoping to be at the state Basketball tournament. We rescheduled the Meeting for March 15<sup>th</sup>. That is also the state library legislative day. Tom King is planning on attending. Margot indicated that she was particularly concerned about privacy issues.

#### **Washington Library Conference is in April**

Maggie will be doing a program on grant writing. She would encourage us to consider attending. There are sessions for library board trustees and board members. If we are interested Maggie will request funds from the city. Margot expressed interest in going.

### **Next Meeting:**

15 March 4:00 at the Library



**Park Advisory Board Meeting**  
February 14, 2007 ~ 7 PM  
Ken Baxter Senior/Community Center

**Park Advisory Board Members Present:**

Mike Elmore, Chairman  
Jeff Thompson  
Andy Delegans  
John Myers  
Dorothy Stanton

**Parks and Recreation Staff Present:**

Jim Ballew, Director of Parks and Recreation  
Mike Robinson, Park Maintenance Manager  
Tara Mizell, Recreation Manager

Carmen Rasmussen, City Council Representative

Excused: Brooke Hougan

**Call To Order/Pledge of Allegiance:**

Chairman Mike Elmore called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.

**Minutes of Previous Meeting:**

**MOTION** by John Myers; seconded by Jeff Thompson to approve the January 2007 Minutes as written. Minutes approved.

**CURRENT BUSINESS:**

**1. Park Bench Standard Acceptance**

Park and Recreation Director Jim Ballew distributed copies of a quotation from Wishbone Industries LTD. Jim reviewed that John Jensen, President and CEO of Wishbone Industries and Site Furnishings provided the Board with a demonstration of their park benches at the January Board Meeting. Jim and Park Maintenance Manager Mike Robinson recommend these benches as a standard and aesthetic for memorial benches in Marysville. Jim added that these benches are light weight, have a good color selection and they are made of recycled products. Jim noted that while the Wishbone benches are not a US product, we do not have a purchasing policy that prohibits buying outside the U.S.

Jim asked if the Wishbone benches were an aesthetic and standard Park Board would like to strive toward.

Jim stated that he recently had the opportunity to submit a donation request with the Marysville Noon Rotary Club Capital Improvement Fund. The request was for Noon Rotary to fund furnishings at the West portion of Jennings Park, the Plaza renovation and the Park Entrance areas. Rotary is considering the request.

Mike Elmore asked if Rotary chooses to fund the request, will Park Board be involved or would Rotary purchase the benches themselves?

Jim responded that Rotary would purchase the benches, eliminating any possible need to bid them. In the future, our bidding threshold is \$15,000 and over that we would have to secure three quotations. If we purchase furnishings in a larger quantity, we would be required to publish a Call for Bids.

Andy Delegans asked to confirm that the Wishbone benches have no wood products in them, only recycled plastic and repairs to the boards would consist of heating the material with a hot iron and melting material into the structure.

Jim confirmed.

Jim also pointed out that while referring to these as Memorial Benches, they can be ordered with or without the Memorial Plaque. However, if a Service Club were to provide benches with the same plaque, we would want the manufacture to install them. If the plaque is for a specific person, Parks Staff could install them.

Discussion

**MOTION** by Jeff Thompson; seconded by John Myers to accept the Park Bench Standard and picnic table style as presented.

MOTION passed unanimously.

#### **NEW BUSINESS:**

##### **1. Service Club Kiosk Locations - Gateways**

Jim reviewed that he and Park Board Chairman Mike Elmore worked on the Gateway Committee and a Gateway Master Plan that focuses on new signage for Service Clubs and to welcome people to Marysville.

Jim is requesting the Boards input in terms of tying together the Gateway Plan, art work and esthetics and even location opportunities they may like to pursue.

Harv and Larry Jubie recently contacted Jim asking what the City could do to upgrade the Service Club Signage Kiosk at the entrance to Marysville at I-5 and 4th Street.

Jim continued that the Jubie brothers are interested in helping with the signage and also coordinate with other Service Clubs to be a part of the project. He feels this is a good idea, but would like to be able to give them some direction. Jim is not advocating that Park Board be the primary guiding force, as the Planning Commission will also be involved. Jim does want the Board to be informed, as we are responsible for maintaining the right-a-way and this will be a part of that.

Jim explained that the objective is to identify some locations for service club signage and some considerations to keep in mind are driver visibility for those entering Marysville, theme compatibility with the Gateway Plan, material size and management.

With the aid of a Power Point presentation Jim supplied the Board with a visual of the current entrance into Marysville at 4th Street, the Comeford Park entrance as you drive north on State Avenue, the bridge at Ebey Waterfront Park, mid State Avenue across from the Marysville Globe, and a site they would like to install a Gateway Sign at 116th Street. He also showed a view of Lakewood at 172nd Street heading East near the High School.

Jim recapped that the Gateway concept shows the grid wall as 2x2 tube steel and painted. Jim believes a portion or smaller version could be a Service Club Kiosk, or even add another panel if necessary for a total of 8 to 10 feet wide. He added that many Gateway Committee Members liked the idea of a welcome area or Gateway Kiosk located in Comeford Park containing more than just Service Club information.

Jim asked the Board for some feed back and discussion in terms of location, style and size.

Jeff Thompson suggested signage located at Highway 9 and Highway 528.

Jim agreed that is a good location and WalMart may provide that signage, utilizing our design.

Andy Delegans asked if we are concentrating primarily on the City of Marysville, Marysville Community or extend outside the City limits.

Jim could only guess we would focus on Corporate Limits.

Mike Elmore recommended the larger kiosk monument style Gateway Sign be cast in concrete with the center portion slightly recessed with tiles, the top protruding out and the back portion could be plain with a message such as a "Thank You for Visiting Marysville. Come Again". In addition, the interior message could change for other uses.

Mike also suggested signage at the North edge of the Harley Davidson site, which is the area of the northern City Limits. He recommends signage to the North rather than West of I-5 at Lakewood, at least until more of the Lakewood area is inside the Marysville City Limits and better established.

Jim liked Mike's idea of casting the sign in concrete as we could do the logo in reverse and not require color. It could be utilized in many venues.

Council Representative Carmen Rasmussen expressed her concern in terms of sighting signage. She feels one of the problems with the current location of the Service Club Sign at I-5 and 4th Street is people are reducing their speed from 65 MPH and trying to make a turn. It is not a location conducive to driving and reading a sign for information. She recommends in terms of sighting, a location should be where your eyes are free to read and preferably at a stop. It is a good location for a "Welcome to Marysville" sign.

Carmen also asked, "What is the purpose of the Service Club Sign? Is it to let visitors know that the Service Club is here, or is it to let them know it is here and where they are located?" She suggested the Service Clubs let us know what their desired outcome of the sign would be.

Jim responded that he believes the Service Clubs want visitors to know the Club exists in Marysville and where they meet.

#### Discussion

Andy Delegans asked why we do not consider electronic signage.

Jim explained that it is due to the cost.

Mike Elmore added that he was the only Gateway Committee Member who kept bringing up electric signs. The concern that was unanimously presented was where it would be installed that it would not detract from peoples driving concentration. And what type of message could a driver read in a fraction of a second. Even with Amber Alerts a driver is only able to get a portion of the message. And the larger signs that could display more information are tremendously expensive.

Jim asked the Board how many Service Club signs the City should have in inventory.

Carmen suggested that if the Service Clubs are willing to pay for them, we could have 5 or 6 signs. As the signs will represent a sense of community. They demonstrate that there are groups active in the City and even if a visitor is not involved in the groups, it sends a message that there is community here.

Mike Elmore suggested a mock up of the Service Club Sign, along with a pricing estimate and locating map for the Boards further review. Mike would also like to invite the Service Club representatives to attend the first portion of the meeting.

Jim said he would assemble those materials for a future Advisory Board Meeting.

## 2. Video Surveillance Research

Jim updated that we are budgeted to provide video surveillance at the Skatepark and Council Member Carmen Rasmussen also requested to City Council that a system be installed at the Jennings Park entrance and parking lot, and Ebey Waterfront Park. Jim received an estimate in the neighborhood of \$5,000 each for the Jennings and Waterfront Park systems.

Jim reported that the Marysville Police are looking into similar installations. At this time, we will proceed with the Skatepark only and work with the Police Department on the other two sites. He noted that the Police Department will soon be wireless and be able to dial in on their vehicle laptop computers to monitor any of the three sites. They will also have the ability to move the camera to pick up on specific activity. The systems we received an estimate on are quite state of the art and include telephone line, power, digital video recorder, and an IP (Internet Provider) address.

Jim stated that with Spring coming we are starting to work on the infrastructure of the system at the Skatepark. The other two sites will go back to Council the second cycle in March. He emphasized the importance of cameras at Jennings and the Waterfront Park and if the money is available it is worth the investment. For example, if we have an errant boater at the Waterfront Park we would have it on tape and that would prove to be valuable.

Mike asked if with the systems many cities are using at intersections, are you able to have a strobe light come on that would make the individual look up just as the picture is taken.

Jim acknowledged that people would look up at the light; but they are finding that vandals tune in to the light and destroy them. If a system is remote or a hidden camera, people don't know it is on and therefore don't vandalize it. The systems can pick up even in low level lighting.

Carmen Rasmussen asked if the Police Department has indicated how much money they have available for these systems.

Jim stated not yet. At this time he has not talked with them on budget.

Carmen noted that there is approximately \$6,000 budgeted for the Skatepark.

John Myers asked if it will be posted that people are on camera.

Jim assured him it will be posted.

Jim thanked Carmen Rasmussen again for bringing the systems up at a Council level and keeping it going.

## 3. Farmers Market Recommendation

Jim reported that Mr. Gary Goeman, who operated the Farmers Market for the past two years, contacted him and is not going to renew his Farmers Market option this year. The operators prior to Mr. Goeman also struggled to make the Market successful. Marysville has tried our Farmers Market in Comeford Park on Saturdays and Thursdays.

Jim detailed that he is working with the Healthy Communities Initiative and the major topic of discussion in terms of healthy food sources and what a community perceives to attract them, are Farmers Markets.

Jim handed out an informational packet on Snohomish County Farmers Markets which include Lake Stevens, Edmonds, Everett and Snohomish. Some operate on weekends and some during the week. He has contacted both the Everett and Snohomish Markets to see if they would be willing to work with us. In those conversations he learned that our past Farmers Market operators also contacted them seeking help.

Jim believes Farmers Markets are a wonderful concept, but realistically our local farmers are being pushed out by residential home development. The concept of our local farmers coming into town with the goods may not be a realistic concept.

Jim asked if the Board is interested in pursuing the Farmers Market. He would like to know what their feelings are in terms of continuing to support the market, or should we try to develop it in another fashion. If the Board feels it is worthy of pursuing, even on a smaller level, it could involve our staff becoming directly involved in managing it. Jim doesn't feel that is the intent.

Carmen Rasmussen acknowledged that she and people she knows who want to purchase fresh produce go to Carlson Farms on Sunnyside Boulevard. She suggested we contact them to see if they would be interested in expanding on their operation at their site.

Recreation Manager Tara Mizell related that she is on a committee where one of the committee members is also with Senior Services. Senior Services talked with Carlson Farms as they have vouchers that Seniors can use for produce and Carlson's Farms told them it isn't worth it to them because their clientele is so strong. Senior Services has found there are only two places who are willing to accept the vouchers, one being the Pike Place Market. Senior Services has contacted both the Snohomish and Conway Markets and found they are not interested. They also found that farmers who come to the existing markets are not local farmers; they are farmers from Eastern Washington who come over for one day each week during the season. We would need to make contact with farmers from Eastern Washington.

Mike Elmore described a Farmers Market he attended a few years ago in Puyallup which was very successful. He noticed that only two of the plant vendors at the market were from that local area. The majority were from the Orting, Lacey, and Olympia areas. However, the last time he was in that area the market was very small.

Carmen Rasmussen shared that possibly as part of Marysville's downtown redevelopment, we could keep it on our radar to attract economic development downtown and have a Pike Place Market feel for one of the areas where a Farmers Market could thrive.

Jim related that Percival Landing in Olympia started with two days, then three days and now they are seven days a week and the Farmers Market is very large. Also, Mt. Vernon being a farming community, sets up downtown where they have stands and store fronts that promote the market. The City of Marysville doesn't have a solid open site that we can dedicate to a Farmers Market for two days, without impacting a City Park. We are also getting more new grocery stores in our area, which a market would be competing with.

We would need to locate farmers in Eastern Washington who agree to come over for one or two days and know we can count on them. We would also need to advertise and know the market is being run well. Now we are talking about a Farmers Market Coordinator, which isn't in the budget.

John Myers stated that he can't see the City subsidizing private business and he doesn't feel the City would lose anything if we don't have a Farmers Market.

Jeff Thompson agreed.

Carmen reaffirmed that she would like to keep it as part of our downtown redevelopment plan.

Jim reviewed that the Board would like to keep the Market in the radar, but not promote hosting one this year.

### 3. Off Leash Dog Park Tour Slides

Jim presented slides taken while on a tour of three Off Leash Dog Parks with Carmen Rasmussen, Mike Robinson and Maryke Burgess.

- North Acres Park in the Shoreline area is heavily wooded with split rail and metal fencing, kiosk and managed and maintained by the user group.
- Genesee Park is in a neighborhood area of East Seattle next to a soccer complex and basketball court. This site utilizes a lot of rock in place of grass.
- Westcrest Park is more in line with what we are promoting for Kiwanis Park. It has a double style entry, parking lot, kiosk, small trail, open space, hillside and utilizes play chips.

Mike Elmore asked if at Kiwanis Park we would want to develop grass on the up slope and fence below it and make the homeowners responsible to mow down to the fence.

Jim stated that we cannot require a homeowner be responsible for mowing beyond their property.

Carmen added that in her experience with her own dogs and yard, dogs and grass are not compatible. The dogs will eliminate the grass.

Mike said he understands, but if he lived near the park he wouldn't want to have chips and dogs up to his back yard.

Jim assured Mike that more than likely as the homeowners purchase the houses in that area they will put up fences.

Jim added that they are still working on some site design issues with the Kiwanis Park Proposal and the site does have some slope issues, which we could import material for erosion control. They will also cut some of the grass down, top dress to get an even grade or lay bark.

Mike Robinson pointed out that this will be another good use for the chips we get from the Boy Scouts Christmas Tree Chipping Program.

Jeff Thompson said he thinks the park will be a hit and asked if a goal for completion has been set.

Jim replied that next he will work on a site plan to scale, work with our GIS Department, bring it back to the Park Board for their approval to go forward and then put it out for Public Comment. Jim would like to accomplish that portion before May 1, 2007.

Jim also shared with the Board that HomeStreet Bank has agreed to purchase a human/animal drinking fountain for the park and also help sponsor the grand opening, if that occurs. They really like the idea of a dog park for our community.

Dorothy asked how Jim feels about the size. Is it as big as you wanted?

Jim answered that he personally would have liked one twice the size, but professionally, this is what we have. We don't have any other publicly owned property that would accommodate this type of park, and this park is suitable for the proposed uses.

John Myers asked what we are going to do with the Doleshel property and if it could also be an Off Leash Dog Park.

Jim explained that we are dealing with constraints on that site due to the stream running through it.

Discussion

**STAFF REPORTS:****Mike Robinson**

- Mike passed out an informational sheet on the REI Grant Project that takes place on Saturday, February 24th from 10 am to 1 pm at Jennings Nature Park. We have over 100 volunteers to help plant 1,500 to 2,000 native plants and trees. The Department of Corrections cleared a couple acres of blackberries in preparation of the event.
- We have a contractor painting the inside of the Jennings Park Barn and he should be done by Friday evening.
- Parks Maintenance Staff are working on the ball fields at Marysville Pilchuck High School.
- Staff is doing a great job staying on top of graffiti and vandalism, which is now a weekly staff activity. There is still graffiti activity at the Skate Park and we are looking forward to the cameras.
- The Mayor asked Parks to expand the basket program to include 28 additional baskets on 116th Street. This is an additional cost of \$8,500, which includes labor to keep them watered. Our hanging baskets will be developed by Steve Smith at Sunnyside Nursery again this year, with a slight variation in plants.

**Tara Mizell**

- Tara passed around the Marysville Globe which featured our Father-Daughter Valentine Dance on the front page. We had 180 attend the first session and 177 at the second. The dances sold out within days of tickets going on sale. Kayla Flynn is looking into ways of expanding the dance for next year. Sponsors this year were Dunn Lumber, Clear Image Photo, Golf Land, Doleshel Brothers Coffee, G.A. Maxwell's, Marysville Anderson Insurance, Golden Coral and HomeStreet Bank.
- Park Board Member Brook Hougan asked staff to look into offering a Bowling Class and our first class started with 9 children and it seems to be successful.
- Athletic Coordinator Dave Hall and Recreation Coordinator Kayla Flynn are working on a proposal for a new program "All Comers Track Meet".
- We are working on summer programs and coordinating them with the school release dates, staff returning from college and staff training.
- The Senior Center has been very busy and 36 new members have signed up since the first of the year.
- Jane Shaffer has been working at the Center as a Part Time Staff and we were recently able to hire her as Regular Part Time. She will now be able to work 20 hours a week.
- AARP is on site at the Center until April 10 with tax preparation assistance.
- Senior Center Coordinator Maryke Burgess has secured Centex Homes as the sole sponsor of both the Thursday Noon Concert series and the Friday Evening Concerts. Centex has contributed \$7,600 to fund both series.
- We are three quarters of the way through the basketball season right now, with 854 children participating.
- Soccer registration is underway and our numbers are low. In order to get to where we need to be, we will need to register hundreds of children in the next 6 or 7 days. Registration ends on February 24th.
- Adult Softball registration starts on Tuesday, February 20, 2007.
- We are working on the "Get Moving Program" which will kick off on June 9th. We are excited to be partnering with the "Relay for Life" on the kick off event. The events will take place simultaneously at Marysville Pilchuck High School Track.
- Tara discussed the need for on line registration.
- The 2007 WRPA Conference will be at Semiahmoo this year and if any Park Board Members would like to attend sessions, they are welcome. The 2007 Mid-Year Conference will be a one day event in November and in Lynnwood this year.

**Jim Ballew**

- HomeStreet Bank has been a very strong supporter of many Parks and Recreation activities. The Bank has donated money in support and Marilyn Boe and her staff have given us support of their own time, such as our recent Father-Daughter Valentine Dance, serving dinners at Community Coalition, volunteering at the Senior/Community Center Annual Picnic and so much more. I would like to recommend the Park Board recognize them for these efforts with a letter of appreciation. Board Member Dorothy Stanton has offered to

author letters of appreciation and I would like to ask her to prepare a letter to the HomeStreet Bank Board. We would like them to know we recognize their monetary contributions and volunteer time.

Mike Elmore said we could also write a thank you to run in the Marysville Globe thanking our sponsors and Service Clubs by name. Include an example of HomeStreet Bank being small, but look what they have done.

Dorothy accepted the request and said she will be happy to write on behalf of the Park Board.

#### **BOARD MEMBERS:**

##### **Dorothy Stanton**

- I would like to commend the Board on their minutes. I have been reading them since Ray was on the Board and at times I thought they were more of a transcript than a synopsis. However, after reading through the January minutes when the Board had the park bench presentation; everything is in the minutes. They are a good tool to have.

##### **Mike Elmore**

- Do we offer a silk screening class? I would like to suggest we offer a class and one of the things they practice are street banners.

Tara asked if Mike knew anyone who is associated with screen printing, as that would be our challenge.

Jim said silk screening is a dying art because of laser and digital printing.

Mike said he has heard that digital and laser banners are very expensive. If we could produce banners that are not expensive, we could have fun and produce them ourselves at a fraction of the cost. Then our streets could look good all year around.

Tara will look into the idea.

##### **Council Member Carmen Rasmussen**

- I would like to recognize Mike Robinson for apprehending the kids in the act of graffiti at Ebey Waterfront Park.

**MOTION** by John Myers, seconded by Jeff Thompson to adjourn tonight's meeting at 8:57 PM.