

July 16, 2007

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

City Hall

**Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Committee Reports**

**Presentations**

1. Snohomish Conservation District
2. Golf Update

**Discussion Items**

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

3. Approval of July 9, 2007 City Council Meeting Minutes.
4. Approval of July 16, 2007 City Council Work Session Minutes.

**Consent**

5. Approval of July 11, 2007 Claims in the Amount of \$\_\_\_\_; Paid by Check No.
6. Approval of July 18, 2007 Claims in the Amount of \$\_\_\_\_; Paid by Check No.
7. Approval of July 16, 2007 Payroll in the Amount of \$1,038,966.23; Paid by Check No.'s 18116 through 18204.

**Review Bids**

**Public Hearings**

**Current Business**

8. Supplemental No. 4 Professional Services Agreement with KPFF Consulting Engineers for the State Avenue 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvement Project.
9. Supplemental No. 1 Professional Services Agreement with Harmsen & Associates, Inc. to Conduct a "Short Plat" Survey of the City's Sunnyside Reservoir Property.
10. Authorize the Mayor to Sign the Final Plat Mylar for Getchell Hill PRD – Phase 3.

***Work Sessions are for City Council study and orientation – Public Input will be received at the July 23, 2007 City Council meeting.***

July 16, 2007

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

City Hall

**New Business**

11. PUD Delta – Marysville 12kV Distribution Project Easement through Ebey Waterfront Park.
12. Utility Relocation Agreement with Snohomish County PUD for State Avenue 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvements Project.
13. Professional Services Agreement with the Transpo Group, Inc. to Provide Services to update the City's Transportation Element of the Comprehensive Plan.
14. An **Ordinance** of the City of the City of Marysville, Washington Amending Chapter 11.04 of the Marysville Municipal Code Adding A New Code Section Codified as 11.04.36.,11.04.037 and 11.04.038 Regarding the Setting of Speed Limits and Severability.
15. An **Ordinance** of the City of Marysville, Washington, Amending Chapter 14.19, Section 080 (1) of the Marysville Municipal Code Modifying the Reduction and Appeals Section.
16. An **Resolution** of the City of Marysville Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.
17. Staffing Proposal and Budget Update.
18. State Avenue 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Improvements – Purchase of Wetland Mitigation Credits from Habitat Bank, LLC.

**Legal**

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Information Items**

**Adjourn**

**Executive Session**

Litigation

Personnel

*Work Sessions are for City Council study and orientation – Public Input will be received at the July 23, 2007 City Council meeting.*

July 16, 2007

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

City Hall

Real Estate

**Adjourn**

**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 July 23, 2007 City Council meeting.*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 2007**

AGENDA ITEM: Payroll	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Blanket Certification	APPROVED BY: 
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

Please see attached.

<b>RECOMMENDED ACTION:</b> The Finance and Executive Departments recommend City Council approve the July 5, 2007 payroll in the amount \$1,038,966.23 Check No.'s 18116 through 18204.
<b>COUNCIL ACTION:</b>

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**City Council Meeting Date: July 23, 2007**

AGENDA ITEM: <b>State Avenue 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvements - Supplemental PSA with KPFF Consulting Engineers</b>	AGENDA SECTION: New Business
PREPARED BY: Patrick Gruenhagen, P.E., Project Manager	AGENDA NUMBER:
ATTACHMENTS: Professional Services Agreement, Supplement No. 4	APPROVED BY:
	MAYOR                      CAO
BUDGET CODE: 30500030.563000 / R-0301	AMOUNT: \$64,451.00

Marysville City Council formally authorized the initiation of final design for the State Avenue 116<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvement Project in January of 2006. The design team has since undertaken and advanced the project's final design, or "PS&E," up to 90% completion. In conjunction with final design, significant progress has also been made with regard to permitting, NEPA environmental review, and Right of Way acquisition. As a consequence, the project remains on track for construction to begin this fall.

The authorization being sought today would allow the design team to divide the final design package into two separate components — one for the portion of State Avenue between 116<sup>th</sup> Street NE and 136<sup>th</sup> Street NE, and one for the segment of Smokey Point Boulevard between 136<sup>th</sup> Street NE and 152<sup>nd</sup> Street NE. While the City had originally intended to widen both segments of corridor under the umbrella of *one* construction project, the ongoing upward trend in labor and material costs has caused the engineer's estimate (*and overall project cost*) to balloon well beyond the level originally anticipated. As a result of these inflationary effects, and as a means of reducing project cost down to a manageable level, a decision has been made to "shelve" the south portion of the project. The attached Supplement 4 to the City's PSA with KPFF Consulting Engineers would put the framework in place to create a separate bid package for the south portion of the project, which could in-turn be put out to bid at some later time, as budget and circumstance allows.

Cost Breakdown for Preliminary and Final Design Services:

Prof. Services, Base Contract ( <i>Prelim. Design, Env. Documentation</i> )	May 2004	\$519,104.00
Management Reserve, Preliminary Design (5%)		\$25,955.00
Supplemental Agreement No. 1 ( <i>Sewer Upsizing</i> )	Sept. 2005	\$21,033.00
Supplemental Agreement No. 2 ( <i>Final Design</i> )	March 2006	\$889,054.00
Management Reserve, Final Design (5%)		\$44,453.00
Supplemental Agreement No. 3 ( <i>Storm Drainage Design</i> )	Feb. 2007	\$196,585.00
(Previously Authorized)      SubTotal:		\$1,696,184.00
Supplemental Agreement No. 4 ( <i>PS&amp;E Re-packaging</i> )		\$64,451.00
(Current Authorization)      SubTotal:		\$64,451.00
<b>NEW MAXIMUM AMOUNT PAYABLE:</b>		<b>\$1,760,635.00</b>

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Marysville City Council authorize the Mayor to sign Supplement No. 4 to the previously-executed Professional Services Agreement with KPFF Consulting Engineers, in the amount of \$64,451.00.</p>
<p><b>COUNCIL ACTION:</b></p>



**Washington State  
Department of Transportation**

<b>Supplemental Agreement No. 4</b>		Organization and Address <b>KPFF Consulting Engineers</b>
Agreement Number <b>R-0301A</b>	<b>1601 Fifth Ave Suite 1600 Seattle, WA 98101</b>	
Project Number <b>R-0301</b>	Phone <b>(206) 622-5822</b>	
Project Title <b>State Avenue 116th Street NE to 152nd Street NE Corridor Improvements</b>	New Maximum Amount Payable <b>\$1,760,635</b>	
Description of Work The Consultant shall provide additional engineering design services to separate the existing design documents into two separate PS&E bid packages – one for the segment of State Avenue between 116th Street NE and 136th Street NE (“south phase”), and one for the remainder of the project (north of 136th Street NE) as it currently exists. The “south phase” bid package will be prepared in anticipation of putting it to shelf, and the north phase bid package will be prepared with a goal of putting it out to bid in the fall of 2007. Additional work also includes designing signal interconnect facilities and incorporating that design into the current contract documents.		

The Local Agency of the CITY OF MARYSVILLE  
 desires to supplement the agreement entered into with KPFF Consulting Engineers, Inc.  
 and executed on May 24, 2004 and identified as Agreement No. R-0301A  
 and Management Reserve Authorization 01 executed on December 30, 2004 (\$8,500.00)  
 and Management Reserve Authorization 02 executed on January 11, 2005 (\$2,800.00)  
 and Management Reserve Authorization 03 executed on August 19, 2005 (\$14,655.00)  
 and Supplemental Agreement No. 1, executed on September 19, 2005 (\$21,033.00)  
 and Supplemental Agreement No. 2, executed on March 13, 2006 (\$889,054.00)  
 and Management Reserve Authorization 04 executed on November 29, 2006 (\$29,477.00)  
 and Management Reserve Authorization 05 executed on January 24, 2007 (\$10,382.00)  
 and Supplemental Agreement No. 3, executed on February 14, 2007 (\$196,585.00)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit B-I, Scope of Services.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Complete all requirements by October 31, 2007.

III

Section V, PAYMENT, shall be amended as follows:

The additional services as described in Exhibit B-I, attached, will cause an increase of Sixty-Four Thousand Four Hundred Fifty-One Dollars (\$64,451) as set forth in the attached Exhibit D-1 and by this reference made a part of this supplement. The Maximum Amount Payable under this Contract, including Management Reserve, shall be revised to One Million Seven Hundred Sixty Thousand Six Hundred Thirty-Five Dollars (\$1,760,635).

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By: Ronald J Leimkuhler, Principal

By: Dennis Kendall, Mayor

  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

**EXHIBIT B-I  
SCOPE OF SERVICES  
STATE AVENUE  
116<sup>th</sup> STREET NE TO 152<sup>nd</sup> STREET NE CORRIDOR IMPROVEMENTS  
SUPPLEMENT 04**

This Scope of Work is to separate the current State Avenue Roadway Improvements Project into two separate bid packages, one for the improvements from 116<sup>th</sup> St. NE to 136<sup>th</sup> St. NE, and one from 136<sup>th</sup> St. NE to 152<sup>nd</sup> St. NE including storm drainage trunk main plans defined within Supplement 03. The work on the project from 136<sup>th</sup> St. NE to 152<sup>nd</sup> St. NE will be prioritized ahead of the work for the project from 116<sup>th</sup> St NE to 136<sup>th</sup> St NE.

Scope of Work also includes additional work of preparing Plans Specifications, and Estimates for new traffic signal interconnect between 128<sup>th</sup> Street NE and 152<sup>nd</sup> Street NE. The design will be incorporated into two packages.

The CONSULTANT shall provide all labor and services necessary to complete the work of this AGREEMENT, including all supplies, equipment, software, incidentals, and materials except as designated elsewhere in this AGREEMENT. The CONSULTANT shall submit all work to the CITY in CITY format as it is detailed in the work elements.

The final contract plans shall be stamped with the seal of the consulting engineer.

**37.0 PROJECT MANAGEMENT AND QUALITY CONTROL**

- A. Project Management - This Scope includes the project management and quality control and public involvement for the PS&E package for the project currently titled "State Avenue Roadway Improvements".
1. Direction of the CONSULTANT staff and review of their work over the course of the PROJECT shall be provided. This work element includes preparing the monthly progress reports, monitoring the status of individual work elements, attending meetings, communicating outstanding information, and coordinating work items planned for the following month.
  2. Periodic monitoring of the PROJECT budget will occur over the course of the PROJECT. Current budget status shall be developed by the CONSULTANT. This work element is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for budget increases or scope modifications or reduction. In the event that such requests are deemed necessary, they shall be forwarded to the City prior to commencement of associated work, and with sufficient detail so as to allow the City adequate opportunity to understand and respond to them on their merits.

3. Drawings and documents received and generated over the course of the PROJECT require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval. The status of requested information will be monitored.

B. SUBCONSULTANT Liaison

1. Direction of the SUBCONSULTANTS and review of their work over the course of the PROJECT shall be provided by the CONSULTANT. This work element includes reviewing the status of individual work element and monthly progress reports, attending meetings, and planning work items for the following month.
2. Monthly monitoring of the SUBCONSULTANTS budget shall occur over the course of the PROJECT. Current status will be developed. This work element is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for scope/budget modifications. In the event that such requests are deemed necessary, they shall be forwarded to the City prior to commencement of associated work, and with sufficient detail so as to allow the City adequate opportunity to understand and respond to them on their merits.

C. Create and Maintain the Schedule

1. The CONSULTANT shall submit a comprehensive project schedule to the City no later than 5 working days after the date the AGREEMENT is executed. This schedule, as well as all supplemental schedules, shall be developed by a critical path method using Microsoft Project and shall show the following:
  - a. Completion of all work within the specified contract time.
  - b. The proposed order of work.
  - c. Projected starting and completion dates for major phases of the work (milestones) for the total project, as well as key subordinate tasks.
2. The CONSULTANT shall submit supplemental project schedules at the bi-weekly status meetings or whenever there has been a change in the schedule affecting the critical path, and when requested by the City. Supplemental schedules shall reflect all changes in the proposed order of work and all affects to the progress of the work.
3. Work shall consistently progress with the following major milestones:
  - a. Environmental documentation.
  - b. Permitting.
  - c. PS&E Completion / Advertisement / Award.
  - d. Right-of-way acquisition.

D. Monthly Progress Reports and Invoices

1. Monthly progress reports shall be prepared by the CONSULTANT in a format agreed to with the City's Project Design Engineer, and shall include a written report of the work performed by the CONSULTANT and SUBCONSULTANTS during the billing period.
2. Monthly invoices shall be prepared by the CONSULTANT for work activities for the prior month. These shall include SUBCONSULTANT'S work. Both the progress report and invoice shall be submitted at the same time.

***Deliverables:*** *Monthly Progress Reports and Invoices*

E. Coordination Meetings and Field Visits

1. The CONSULTANT shall prepare for, attend, and document up to two additional coordination meetings with the City, and/or other affected agencies and SUBCONSULTANTS. Comprehensive minutes shall be prepared for each meeting by the CONSULTANT, and distributed to all participants no later than two days thereafter. The meetings will be held in the City.

F. Quality Control/Assurance (QC/QA) Review.

1. This task is for QC/QA review of CONSULTANT deliverables. The review will cover plans, cost estimates, and pertinent information on an ongoing basis. The work entails the periodic review of design criteria, assumptions, concepts, and presentation of product format, and assurances that the overall PROJECT objectives are being fulfilled.
2. Additional quality review shall be provided by the City's liaison by reviewing work in progress. Also, individual disciplines and support groups within the City will be relied upon to review and provide direction of pertinent work items, and will coordinate with the CONSULTANT'S project manager and pertinent staff members.

While the City may fulfill some quality review function, as noted, the responsibility for quality control and assurance falls primarily to the CONSULTANT. Consequently, QA/QC review shall be performed by the CONSULTANT in a manner and to an extent that ensures only minimal need for subsequent QA/QC review and correction by the City.

## 38.0 DEVELOPMENT OF SEPARATE ROAD PLANS, SPECIFICATIONS AND ESTIMATE

The CONSULTANT will develop two separate bid packages for the current 90% design plans of the State Avenue Roadway Improvement project. The two design packages will be separated as follows:

- Package 1: Includes all road and utility work between and including 136<sup>th</sup> St. NE and 152<sup>nd</sup> St. NE, including storm drain work authorized within Contract Supplement 03.
  - Package 2: Includes road and storm drainage work from 116<sup>th</sup> St. NE to 136<sup>th</sup> St. NE.
- A. Prepare separate set of ACAD files and Drawings. This work also includes revised title blocks for the separate packages, reindexing and numbering, copying detail sheets, separating numerical tables including roadway quantity tabulations, drainage structure notes, Summary of Quantities, driveway schedules, and signing schedules.
- B. Prepare 90 percent and final construction cost estimates and specifications for both phases, separately. Package from 116<sup>th</sup> St NE to 136<sup>th</sup> St NE will be completed to a final state to be advertised for bid at a later date.

### ***Deliverables:***

- 90 percent and 100 percent plans specifications and estimate for both sets of Contract Documents, as well as a Final set of Plans, Specifications, and Cost Estimate for the package from 136<sup>th</sup> St. NE to 152<sup>nd</sup> St. NE.

### ***Assumptions:***

- All design will be accomplished within a four-month timeframe.
- Work to update package from 116<sup>th</sup> St. NE to 136<sup>th</sup> St. NE to be bid ready is not included within this Scope of Work. This work would include updating to current versions of standard plans, State Specification Amendments and General Special Provisions, current wage rates, etc.

## 39.0 DEVELOPMENT OF SEPARATE SIGNAL DESIGN PACKAGES

- A. The CONSULTANT will take the current 60% signal design plans submitted for the State Avenue Roadway Improvements project and break the design plans into two separate design packages. This includes separating the plans, developing additional detail sheets that are relevant to each package, separate project tailored specifications, and estimates. This will also include additional coordination time with the design team for each submittal. The two design packages will be separated as follows:
- Package 1: Include all signal work between and including 136<sup>th</sup>/State Avenue and 152<sup>nd</sup>/State Avenue
  - Package 2: Include signal modifications at 128<sup>th</sup>/State Avenue

### ***Deliverables:***

- 90% Plans, Specifications and Cost Estimate for each bid package;
- 100% Plans, Specifications and Cost Estimate for each bid package;
- Signed set of Plans, Specifications and Cost Estimate for each bid package;

### ***Assumptions:***

Each design package (plans, specifications, and estimates) will include the following submittals:

- 90% review package
  - 100% review package
  - Final signed bid ready package
- Since Package 2 is not going to be bid with Package 1, it is assumed that additional work will be required to update the plans, specifications and estimate to make them bid ready. This will include updated plans and details, special provisions, and unit costs. This work is not yet included within this Scope of Work.

## 40.0 TRAFFIC SIGNAL INTERCONNECT DESIGN (BY DKS)

**Upon receipt of written authorization to proceed from the CITY**, the CONSULTANT will provide final design services for new traffic signal interconnect between 128th Street NE and 152nd Street NE. The design will be incorporated into two packages, one for the north phase and one for the south phase. Complete Plans, Specifications, and Estimates will be provided for each phase.

A: Develop Communications Plan:

The CONSULTANT will meet the City Traffic Engineer and IT department (1 meeting assumed) to develop a communications strategy to be deployed. This task will identify the following: type of communication hardware; the type of communication cabling to each device; cable specifications; cable storage requirements; and existing cable pathways to the fire station building. The findings of this meeting will be summarized in a short memorandum outlining the communications plan.

***Deliverables:***

- Memorandum summarizing the communications plan. The memorandum will be submitted to the City for review and comments. Revisions will be incorporated and a final version of the memorandum will be used as the basis for the final design.

**B: Interconnect System Final Design:**

The CONSULTANT will develop traffic signal interconnect plans, specifications and cost estimates for the construction of signal interconnect throughout the project limits. The design process will begin with a preparation of the preliminary interconnect drawings. The preliminary plans will include the system layout but will not include detail sheets. These plans will be used to gain basic acceptance on the design from the City and as design coordination with other disciplines. One coordination meeting is assumed to review the preliminary design. Any comments received on the preliminary plans will be incorporated in the design plans for the 90% submittal to the City. The 90% design submittal package shall include design plans including detail sheets, specifications, and estimate. The CONSULTANT will revise drawings as needed and the 100% interconnect drawings, specifications and estimate will be submitted as part of the 100% submittal package for the complete plans set.

***Standards***

The design drawings will be prepared using the following standards:

- City of Marysville Standard Plans and Specifications
- WSDOT Standard Plans and Specifications
- Snohomish County Plans and Specifications

***Assumptions:***

- The design will include the following elements and assumptions:
  1. New Conduit, junction boxes and vaults for the interconnect system
  2. New fiber optic cable and new copper interconnect cable to each of the following signalized intersections along State Avenue:
    - 128<sup>th</sup> Street NE
    - 136<sup>th</sup> Street NE
    - Pedestrian Crossing
    - Pedestrian Crossing / Emergency Signal
    - 152<sup>nd</sup> Avenue NE
- The CONSULTANT will coordinate the installation of the fiber optic cable into the fire station building for connection to the City's existing fiber system.
- The CONSULTANT will coordinate the installation of the new conduit under the railroad tracks with the railroad company.
- Current southern project limit is north of the intersection of State Ave/116<sup>th</sup> St. NE. Work does not include connecting to the signal controller for that intersection.
- **The CONSULTANT is not currently approved to proceed with the work described above. This work will be started after receipt of written notification to proceed from the CITY.**

**Plans**

The following design plans are assumed:

**North Phase (136<sup>th</sup> to 152<sup>nd</sup>)**

- Interconnect plans at 1" = 30' scale (full size), 6 sheets
- Communications Schematic, 1 sheet
- Termination Diagram, 1 sheet
- Cabinet Layout Detail, 1 sheet

**South Phase (Southern Project Limit to 136<sup>th</sup>)**

- Interconnect plans at 1" = 30' scale (full size), 3 sheets
- Communications Schematic, 1 sheet
- Termination Diagram, 1 sheet
- Cabinet Layout Detail, 1 sheet

**Specifications**

The CONSULTANT will need to create specifications for the following interconnect elements:

- Fiber optic cable type, installation and testing.
- Fiber termination panels
- Fiber optic communication hardware for the traffic signals and the CCTV cameras
- Fiber optic cable vaults

**Cost Estimate**

The CONSULTANT will develop a final cost estimate for the interconnect system based upon the detailed design drawings. The cost estimate will be based upon WSDOT bid items and bid data and/or information provided by the ITS equipment supplier and/or vendor.

***Deliverables:***

- Preliminary Plans;
- 90% Plans, Specifications and Cost Estimate;
- 100% Plans, Specifications and Cost Estimate;
- Signed set of Plans, Specifications and Cost Estimate;

**END OF SCOPE OF WORK**

**EXHIBIT D-I**

**STATE AVENUE  
116TH STREET NE TO 152<sup>nd</sup> STREET NE CORRIDOR IMPROVEMENTS  
SUPPLEMENT 04**

**KPFF  
CONSULTANT FEE DETERMINATION  
SUMMARY OF COST**

<b>Classification</b>	<b>Direct Salary Cost</b>	<b>Total Hours</b>	<b>Direct Salary Total Cost</b>
Principal in Charge	\$55.00	19	\$1,045.00
Project Manager	\$45.00	104	\$4,680.00
Project Engineer	\$40.00	55	\$2,200.00
Design Engineer	\$32.00	59	\$1,888.00
CADD Technician	\$32.00	79	\$2,528.00
Administration	\$25.00	12	\$300.00
<hr/>			
	Subtotal: DSC	328	\$12,641.00
<b>Direct Salary Escalation Factor</b> (90% of total costs for escalation)	<b>Cost</b> \$11,376.90	<b>Multiplier</b> 0.000	<b>Total Cost</b> \$0.00
<hr/>			
	<b>Total DSC =</b>		<b>\$12,641.00</b>
<b>Overhead (OH) Cost (Include Salary Additives)</b>			
OH Rate x DSC of	134.93%	\$12,641.00	\$17,056.50
<b>Fixed Fee (FF)</b>			
FF Rate	30.00%	\$12,641.00	\$3,792.30
<hr/>			
	<b>Total KPFF</b>		<b>\$33,489.80</b>
<b>Direct Reimbursables</b>			
Mileage	2 trips @ 70 mi/trip	\$0.485	\$67.90
Courier & Overnight Mail	1	\$200.00	\$200.00
Copies	1,000	\$0.20	\$200.00
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	<b>Reimbursable Total</b>		<b>\$467.90</b>
<b>Subconsultant Costs</b>			
DKS			\$30,493
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	<b>Subconsultant Total</b>		<b>\$30,492.81</b>
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	<b>Total Agreement Amount</b>		<b>\$64,451</b>

**EXHIBIT D-I**

**STATE AVENUE  
116TH STREET NE TO 152<sup>nd</sup> STREET NE CORRIDOR IMPROVEMENTS  
SUPPLEMENT 04**

**DKS Associates  
CONSULTANT FEE DETERMINATION  
SUMMARY OF COST**

<b>Classification</b>	<b>Direct Salary Cost</b>	<b>Total Hours</b>	<b>Direct Salary Total Cost</b>
Principal in Charge	\$60.00	3	\$180.00
Project Manager	\$43.00	35	\$1,505.00
Associate Engineer	\$32.50	166	\$5,395.00
Assistant Engineer	\$25.50	112	\$2,856.00
Administration Assistant	\$18.30	0	\$0.00

Subtotal: DSC	316	\$9,936.00
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<b>Direct Salary Escalation Factor</b>	<b>Cost</b>	<b>Multiplier</b>	
(90% of total costs for escalation)	\$8,942.40	0.000	\$0.00
<b>Total DSC =</b>			<b>\$9,936.00</b>

<b>Overhead (OH) Cost (Include Salary Additives)</b>			
OH Rate x DSC of	171.8600%	\$9,936.00	\$17,076.01

<b>Fixed Fee (FF)</b>			
FF Rate	30.00%	\$9,936.00	\$2,980.80

<b>Total KPFF</b>	<b>\$29,992.81</b>
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<b>Direct Reimbursables</b>	
Reproduction	\$200.00
travel -- Parking and Mileage	\$200.00
Courier	\$100.00

<b>Reimbursable Total</b>	<b>\$500.00</b>
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<b>Total Agreement Amount</b>	<b>\$30,493</b>
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**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

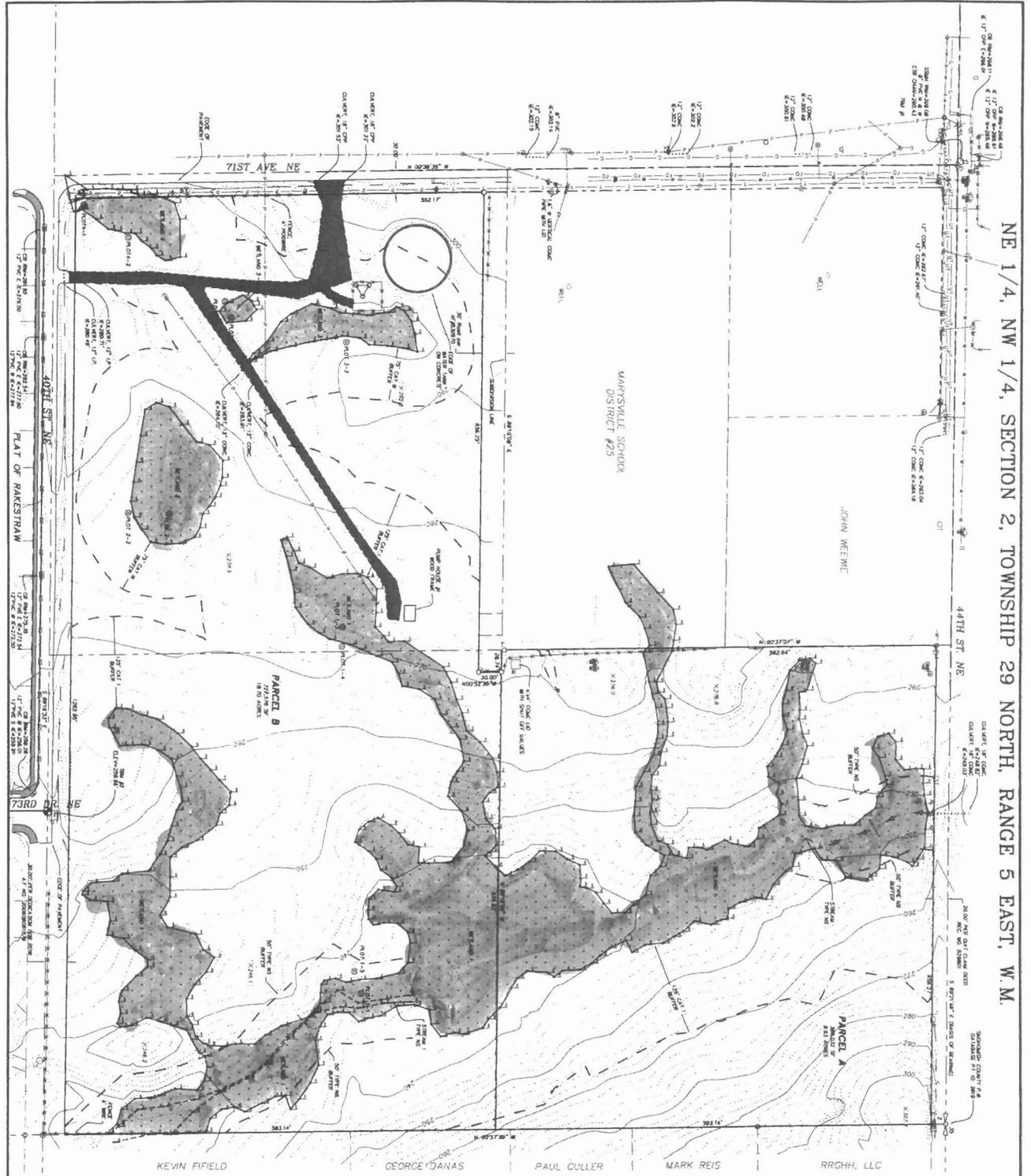
**City Council Meeting Date:** July 23, 2007

<b>AGENDA ITEM:</b> Sunnyside Reservoir Property – Supplemental Professional Services Agreement	<b>AGENDA SECTION:</b> New Item	
<b>PREPARED BY:</b> Patrick Gruenhagen, P.E., Project Manager	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1. Preliminary Topographic Map of Wetlands 2. PSA Supplement No. 1 with Harmsen & Associates, Inc.	<b>APPROVED BY:</b> 	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b> 40100034.560000, Project No. W-0304	<b>AMOUNT:</b> \$6,500.00	

The City enlisted the services of Harmsen & Associates in late April to conduct a “short plat” survey of the City’s Sunnyside Reservoir property, in support of potential future development of the site. (including a planned Fire Station) Concurrent with Harmsen’s hiring, the City contracted with a wetlands biologist — to assess and delineate sensitive areas that were known to exist on the site. As a result, the property survey and wetlands assessment ultimately came to be linked, as Harmsen’s topographic survey involved “picking up” the wetland flagging that was put in place by the biologist.

At the time the survey work was conceived, the precise nature and magnitude of wetlands on the Sunnyside property was to some degree unknown. Consequently, Harmsen and the City agreed to certain assumptions — *within the scope of the Agreement* — regarding the level of work that would be required to incorporate wetland flagging into the larger topographic survey. Ultimately, the extent of wetlands surveying (Attachment 1) substantially exceeded that anticipated within the original Agreement, and as a result the budget for remaining tasks has been unsustainably depleted. Professional Services Agreement Supplement 1, included herein as Attachment 2, would therefore restore the budget and offset the 60 additional man-hours that can be attributed to unforeseen wetland staking.

<b>RECOMMENDED ACTION:</b> Staff recommends that the Council authorize the Mayor to sign Supplement No. 1 to the Professional Services Agreement with Harmsen & Associates, Inc., in the amount of \$6,500.00.
<b>COUNCIL ACTION:</b>



NE 1/4, NW 1/4, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

**LEGEND**

- 1" x 24" NON MET W/CP 1315654
- ROAD IRON PIPE AS NOTED
- ROAD REBAR AS NOTED
- REBAR LINK
- GATE POST
- CATCH BASIN
- WATER VALVE
- TRUCK POST
- GAS METER
- GAS VALVE
- HAND HOLE
- UTILITY
- POWER VALVE
- MANHOLE
- SON POST
- WELAND TEST PILOT
- SEWER MANHOLE
- TELEPHONE PROTECTIVE
- JUNCTION BOX
- POURER POLE W/ U.C. FEED
- QUIP ANCHOR
- REAR OUT
- FIRE RISER/ANT
- WATER METER
- WATER VALVE
- WELAND FLAG
- FRONT FLAG
- GAS LINE
- SEWER LINE
- STORM DRAIN LINE
- TELEPHONE LINE
- WATER LINE
- STEEL FLOOR
- STEEL CHAIR
- WELL
- GRAVEL CURB/RAIL
- MET FLANGES
- CONCRETE RAIL
- WELDRING LINE (UNDERGROUND)
- FRONT DRIVE LINE

**REVISIONS**

REVISIONS

DATE: 12-07-07

BY: [Signature]

SCALE: 1" = 60'

**DATE:** 12-07-07  
**BY:** [Signature]  
**SCALE:** 1" = 60'

**CITY OF MARYSVILLE**  
 4822 GROVE STREET  
 MARYSVILLE, WA 98270

**SUNNYSIDE RESERVOIR**  
 PRELIMINARY SHORT PLAT



**HARMSEN & ASSOCIATES INC**  
 ENGINEERS - SURVEYORS - PLANNERS - LANDSCAPE ARCHITECTS

**H&A**

1978 1988 1998 2008 2018

1978 1988 1998 2008 2018

1978 1988 1998 2008 2018

**REVISIONS**

DATE: 12-07-07

BY: [Signature]

SCALE: 1" = 60'

**DATE:** 12-07-07  
**BY:** [Signature]  
**SCALE:** 1" = 60'

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE**

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This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_ day of July, 2007, between the City of Marysville, hereinafter called the "City" and Harmsen & Associates, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for a "short plat" survey of the City's Sunnyside Reservoir property, hereinafter called the "Project," said Agreement being dated April 25, 2007; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional wetland survey work and to amend the total amount payable for this Agreement,

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

Each and every provision of the Original Agreement for Professional Services dated April 25, 2007, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF WORK", shall be amended to include an additional 60 man-hours of wetlands survey work.
2. Article III.3 of the Original Agreement, "TIME OF PERFORMANCE", shall be revised so that all work shall be complete by July 31, 2007.
3. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.I Payments, the third sentence is amended to include the additional consultant fee of \$6,500.00 and shall read as follows: " ...in no event shall total payment under this agreement exceed \$41,495.00."

PSA Supplement No. 1 - Sunnyside Reservoir Property Short Plat

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$34,995.00
Supplemental Agreement No.1	\$6,500.00
Grand Total	\$41,495.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

CONSULTANT

By: \_\_\_\_\_  
Dennis Kendall, Mayor

By:   
Harmsen & Associates, Inc.

**RICHARD CARPENTER**

ATTEST/AUTHENTICATED:

**DIRECTOR OF SURVEYING**

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marysville City Attorney

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

**CITY COUNCIL MEETING DATE:** July 23, 2007

AGENDA ITEM: PA 0307022 Getchell Hill Division 3 – Final Plat	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Senior Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Ordinance 2520 2. Hearing Examiner Decision dated 04/13/04 3. Site Plan 4. Vicinity Map 5. Final plat checklist	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

On May 10<sup>th</sup>, 2004, the City Council approved Ordinance No. 2520 approving the preliminary plat of Getchell Hill PRD; rezone from R-4.5 to PRD 4.5 and utilization of residential density incentives, creating 211 lots on approximately 67 acres. The applicant is constructing the plat in four (4) phases. Phase 3, which consists of 40 lot has been constructed and has met all conditions of final plat approval.

Phase 3 is generally located south of 84<sup>th</sup> St NE, west of 83<sup>rd</sup> Ave NE, and east of 80<sup>th</sup> Ave NE, being a portion of the SE ¼ of Section 23, Township 30N, Range 5E, WM.

RECOMMENDED ACTION: Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar for Getchell Hill PRD – Phase 3.
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COUNCIL ACTION:
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cc: Com Dev  
MRSC  
Code Publishing  
orig: File

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. 2520

AN ORDINANCE OF THE CITY OF MARYSVILLE AFFIRMING THE DECISION OF THE HEARING EXAMINER AND REZONING PROPERTIES OWNED BY RD & F INC; KARL LAMBERT; DALE & VELMA OLSON; GERALD & MARY ROYAL; FRED & CHLOE WATERS AMENDING THE OFFICIAL ZONING MAP OF THE CITY

WHEREAS, RD & F, Inc.; Karl Lambert; Dale & Velma Olson; Gerald & Mary Royal; and Fred & Chloe Waters own 12 parcels that are approximately 67 acres in size located north and south of 84<sup>th</sup> St NE, and west of 83<sup>rd</sup> Ave NE, in the City of Marysville, said property being legally described in EXHIBIT A attached hereto; and

WHEREAS, Getchell Hill Investments, LLC.; RD & F, Inc.; Karl Lambert; Dale & Velma Olson; Gerald & Mary Royal; and Fred & Chloe applied to the City of Marysville for a preliminary plat, preliminary site plan approval, utilization of residential density incentives, and rezone from R-4.5 to PRD 4.5 under File No. PA 0307022; and

WHEREAS, the City Hearing Examiner held a public hearing on said preliminary plat, preliminary site plan approval, residential density incentives, and rezone on April 8<sup>th</sup>, 2004 and adopted Findings of Fact, Conclusions and a Recommendation approving the preliminary plat, preliminary site plan, utilization of residential density incentives, and rezone of Getchell Hill Investments; RD & F, Inc.; Karl Lambert; Dale & Velma Olson; Gerald & Mary Royal; and Fred & Chloe subject to 27 conditions; and

WHEREAS, the Marysville City Council held a public meeting on said preliminary plat, preliminary site plan, utilization of residential density incentives, and rezone on May 10, 2004 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, utilization of residential density incentives, and rezone are hereby approved, and the above described property is hereby rezoned from R-4.5 to PRD 4..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 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 10<sup>th</sup> day of May, 2004.

CITY OF MARYSVILLE

By Dennis Z 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: 5/12/04

Effective Date (5 days after publication): 5/17/04

# LEGAL DESCRIPTION

ORDER # 134466-4 (TAX ACCOUNT NO. 30052300101500)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM; THENCE EAST 20 RODS (330 FEET); THENCE SOUTH 80 RODS (1320 FEET); THENCE WEST 20 RODS (330 FEET); THENCE NORTH 80 RODS (1320 FEET) TO THE POINT OF BEGINNING.

EXCEPT THE MARYSVILLE GETCHELL COUNTY ROAD, AND EXCEPT THAT PORTION OF TRACT LYING SOUTH OF SAID COUNTY ROAD, SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ORDER # P840395-1

PARCEL A: (TAX ACCOUNT NO. 30052300101000)

THE SOUTH 528 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM.

PARCEL B: (TAX ACCOUNT NO. 30052300101100)

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, THAT IS 270.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER WHEN MEASURED AT RIGHT ANGLES TO SAID EAST LINE; THENCE  $N01^{\circ}37'12''E$  PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER 403.14 FEET; THENCE  $N88^{\circ}22'48''W$  AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR 42.00 FEET TO THE POINT OF BEGINNING; THENCE  $S01^{\circ}37'12''W$  PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 17.33 FEET; THENCE  $N88^{\circ}22'48''W$  FOR 165.00 FEET; THENCE  $S01^{\circ}37'12''W$  PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 196.30 FEET TO THE NORTH MARGIN OF GETCHELL ROAD, BEING 40.00 FEET IN WIDTH; THENCE  $N89^{\circ}57'11''W$  ALONG THE NORTH MARGIN FOR 164.43 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE  $N01^{\circ}41'01''E$  ALONG SAID WEST LINE FOR 390.00 FEET; THENCE  $S88^{\circ}18'59''E$  AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR 142.00 FEET; THENCE  $N05^{\circ}42'34''E$  FOR 40.81 FEET; THENCE  $S46^{\circ}15'49''E$  FOR 60.78 FEET; THENCE  $S61^{\circ}53'49''E$  FOR 158.50 FEET; THENCE  $S01^{\circ}37'12''W$  PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 FOR 100.93 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED TRACT.

BEGINNING AT A POINT ON CENTER LINE OF EXISTING COUNTY ROAD, SAID POINT BEING 270 FEET WESTERLY FROM EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHERLY PARALLEL TO SAID EAST LINE 228 FEET; THENCE  $N88^{\circ}22'48''W$  FOR 42 FEET; THENCE  $S01^{\circ}37'12''W$  PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 17.33 FEET; THENCE  $N88^{\circ}22'48''W$  FOR 168.00 FEET; THENCE SOUTHERLY PARALLEL TO THE EAST LINE 210.67 FEET TO CENTER LINE OF EXISTING COUNTY ROAD; THENCE EASTERLY ALONG SAID CENTER LINE 210 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT COUNTY ROAD.

EXCEPT PORTION LYING SOUTHERLY OF GETCHELL HILL ROAD.

PARCEL C: (TAX ACCOUNT NO. 30052300101300)

TRACT 999 IN THE PLAT OF VALLEY VIEW ESTATES UNDER AF. #8 200106275006 AND 200206195003 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL D: (TAX ACCOUNT NO. 30052300101600)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER; THENCE SOUTH 880 FEET; THENCE WEST 742.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 247.50 FEET; THENCE SOUTH TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST ALONG SAID LINE 247.50 FEET; THENCE NORTH TO THE POINT OF BEGINNING.

PARCEL E: (TAX ACCOUNT NO. 30052300101700)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER; THENCE SOUTH 880 FEET; THENCE WEST 990 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 247.50 FEET; THENCE SOUTH TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST ALONG SAID SOUTH LINE FOR 247.50 FEET; THENCE NORTH TO THE POINT OF BEGINNING.

PARCEL F: (TAX ACCO NO. 30052300101800)

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM; THENCE WEST 742.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 247.50 FEET; THENCE SOUTH TO THE NORTHERLY MARGIN OF COUNTY ROAD; THENCE WESTERLY ALONG SAID NORTHERLY MARGIN TO A POINT SOUTH OF THE TRUE POINT OF BEGINNING; THENCE NORTH TO THE TRUE POINT OF BEGINNING.

PARCEL G: (TAX ACCOUNT NO. 30052300101900)

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM; THENCE EAST 1650 FEET; THENCE SOUTH 792 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 528 FEET; THENCE WEST 330 FEET; THENCE NORTH 528 FEET; THENCE EAST 330 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL H: (TAX ACCOUNT NO. 30052300102600)

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM; THENCE WEST 990 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 247.50 FEET; THENCE SOUTH TO THE COUNTY ROAD; THENCE WESTERLY ALONG COUNTY ROAD TO A POINT DUE SOUTH OF THE TRUE POINT OF BEGINNING; THENCE NORTH TO THE TRUE POINT OF BEGINNING.

PARCEL I: (TAX ACCOUNT NO. 30052300103000)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE CENTER LINE OF EXISTING COUNTY ROAD, SAID POINT BEING 270 FEET WESTERLY FROM EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHERLY PARALLEL TO SAID EAST LINE 228 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 210 FEET; THENCE SOUTHERLY PARALLEL TO EAST LINE 228 FEET TO CENTER LINE OF EXISTING COUNTY ROAD; THENCE EASTERLY ALONG SAID CENTER LINE 210 FEET MORE OR LESS TO A POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT; COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, SAID POINT BEING 270 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER WHEN MEASURED AT RIGHT ANGLES TO SAID EAST LINE; THENCE N01°37'12"E BEING PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 403.14 FEET; THENCE N88°22'48"W BEING AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR 42 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°37'12"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 1133 FEET; THENCE N88°22'48"W FOR 168.00 FEET; THENCE N01°37'12"E FOR 1133 FEET; THENCE S88°22'48"E FOR 168.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT COUNTY ROAD.

PARCEL JJ:

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER THEREOF; THENCE S04°00'46"W ALONG THE EAST LINE THEREOF FOR 880.00 FEET; THENCE N 87°32'42"W BEING PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER FOR 990.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N04°00'46"E FOR 72.34 FEET TO EXISTING FENCE LINE; THENCE S88°52'09"E ALONG AN EXISTING FENCE LINE FOR 67.88 FEET; THENCE S 87°36'56"E ALONG AN EXISTING FENCE LINE FOR 86.59 FEET; THENCE S88°20'55"E ALONG AN EXISTING FENCE LINE FOR 205.80 FEET; THENCE S 88°15'50"E ALONG AN EXISTING FENCE LINE FOR 88.78 FEET; THENCE S01°49'05"E ALONG AN EXISTING FENCE LINE FOR 58.89 FEET; THENCE S80°02'48"E ALONG AN EXISTING FENCE LINE FOR 43.71 FEET; THENCE S04°00'46"W ALONG AN EXISTING FENCE LINE FOR 13.52 FEET TO A LINE THAT BEARS S88°32'42"E FROM THE TRUE POINT OF BEGINNING; THENCE N87°32'42"W ALONG SAID LINE FOR 495.00 FEET TO THE TRUE POINT OF BEGINNING.

ORDER # 134468-4 (TAX ACCOUNT NO. 30052300102700)

PARCEL A:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, IN SNOHOMISH COUNTY, WASHINGTON; THENCE WEST 60 RODS; THENCE NORTH TO THE SOUTH LINE OF MARYSVILLE-GETCHELL ROAD; THENCE EASTERLY ALONG SAID COUNTY ROAD TO THE EAST LINE OF SAID SECTION 23; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 23, TO THE PLACE OF BEGINNING;

EXCEPT THE EAST 250 FEET THEREOF, INCLUDING 20 FEET FOR ROAD PURPOSES ALONG THE EAST LINE;

EXCEPT THAT PORTION LYING WEST OF THE WEST LINE OF PUGET SOUND POWER AND LIGHT COMPANY'S TRANSMISSION LINE.

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

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**APPLICANT:** Getchell Investments, LLC

**CASE NO.:** PA 0307022

**LOCATION:** North and south of 84<sup>th</sup> St. NE, west of 83<sup>rd</sup> Ave. NE

**APPLICATION:** The applicant requested approval of a 216-lot preliminary site plan, preliminary plat approval; rezone to PRD.

**SUMMARY OF RECOMMENDATIONS:**

Planning Staff: Approve with conditions

Hearing Examiner: 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 Getchell Investments, LLC application was opened at 7:05 p.m., April 8, 2004, in the Council Chambers, Marysville, Washington, and closed at 7:47 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  
Dave Ostergaard, Development Services Manager  
Josh Brower, Attorney for the Applicant  
Dave Cayton, Traffic Consultant for the Applicant  
Joe Mudlin, neighbor  
Shannon Ramey, neighbor  
Gary Petershagen, for Jubie Development  
Malcom McNaughton, for Barclays North, Inc.

PARCEL B:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE EAST 20 FEET CONVEYED FOR ROAD PURPOSES;  
AND EXCEPT THE NORTH 15 FEET OF THE EAST 80 FEET THEREOF, INCLUDING 20 FEET FOR ROAD PURPOSES;  
EXCEPT THAT PORTION LYING WEST OF THE WEST LINE OF PUGET SOUND POWER AND LIGHT COMPANY'S TRANSMISSION LINE.

PARCEL C:

ALL THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION THAT IS 28.00 FEET SOUTHERLY OF THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG SAID EAST LINE 28.00 FEET; THENCE  $888^{\circ}01'08''$ W ALONG THE NORTH LINE OF SAID SUBDIVISION 588.35 FEET TO THE WEST LINE OF THE EASTERLY 588.00 FEET THEREOF; THENCE SOUTHERLY ALONG SAID WEST LINE 26.50 FEET; THENCE  $N89^{\circ}01'14''$ E ALONG A FENCE LINE 112.32 FEET; THENCE  $N87^{\circ}57'59''$ E ALONG SAID FENCE LINE AND ITS EASTERLY PROJECTION 476.00 FEET TO THE POINT OF BEGINNING;  
EXCEPT THE EASTERLY 20 FEET THEREOF FOR COUNTY ROAD.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ORDER #134411-1 (TAX ACCOUNT NO. 30052300401600)

PARCEL A:

THE NORTH 450 FEET OF THE SOUTH THREE-QUARTERS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE EAST 588 FEET THEREOF;  
ALSO EXCEPT THAT PORTION LYING WESTERLY OF THE WEST LINE OF PUGET SOUND POWER AND LIGHT COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT RECORDED UNDER SNOHOMISH COUNTY RECORDING NO. 337353;  
ALSO EXCEPT ALL THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE EASTERLY 588.00 FEET OF SAID SUBDIVISION THAT IS 26.50 FEET SOUTHERLY OF THE NORTH LINE THEREOF; THENCE NORTHERLY ALONG SAID WEST LINE 26.50 FEET; THENCE  $888^{\circ}01'18''$ W ALONG THE NORTH LINE OF SAID SUBDIVISION 373.22 FEET TO THE WEST LINE OF AN EASEMENT GRANTED TO PUGET SOUND POWER AND LIGHT BY DOCUMENT RECORDED UNDER RECORDING NO. 337353; THENCE SOUTHERLY ALONG SAID EASEMENT LINE 25.00 FEET; THENCE  $N88^{\circ}14'58''$ E ALONG A FENCE LINE 373.92 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND UNDER THE SOUTH 60 FEET OF THE NORTH 310 FEET OF THE EAST 648 FEET OF THE SOUTH THREE-QUARTERS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM;  
EXCEPT 83RD AVENUE NORTHEAST, ALSO KNOWN AS WHISKEY RIDGE ROAD;

(ALSO KNOWN AS LOT 1 OF SHORT FLAT RECORDED UNDER RECORDING NO. 1905180220.)

ORDER #P844536-1 (TAX ACCOUNT NO. 30052300400100)

THE NORTH 450 FEET OF THE EAST 588 FEET OF THE SOUTH THREE-FOURTHS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, IN SNOHOMISH COUNTY WASHINGTON;  
EXCEPT THE EAST 20 FEET THEREOF FOR COUNTY ROAD;  
ALSO EXCEPT THAT PORTION OF THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION THAT IS 28.00 FEET SOUTHERLY OF THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG SAID EAST LINE 28.00 FEET; THENCE  $888^{\circ}01'18''$ W ALONG THE NORTH LINE OF SAID SUBDIVISION 588.35 FEET TO THE WEST LINE OF THE EASTERLY 588.00 FEET THEREOF; THENCE SOUTHERLY ALONG SAID WEST LINE 26.50 FEET; THENCE  $N89^{\circ}01'14''$ E ALONG A FENCE LINE 112.32 FEET; THENCE  $N87^{\circ}57'59''$ E, ALONG SAID FENCE LINE AND ITS EASTERLY PROJECTION 476.00 FEET TO THE POINT OF BEGINNING.

As noted in the minutes of the hearing, two neighbors and representatives of two neighboring property owners spoke at the hearing. Concerns expressed and responses included the following:

- The neighbor at 8305 83<sup>rd</sup> Ave. NE would like to meet with the applicant and staff to determine the length of hedge and the amount of money that would be necessary to install a hedge that would effectively reduce headlight glare from the proposed access to 83<sup>rd</sup> Ave. NE. The applicant and staff agreed with the request at the hearing.
- The owner of the gas station and store at 8215 84<sup>th</sup> St. NE would like to reroute the 88<sup>th</sup> Street extension so that it will allow him to continue to keep his store. The applicant and staff agreed to look at alternatives to the 88<sup>th</sup> Street extension.
- Representatives of two neighboring property owners requested that the utilities installed in the subject development be adequate to provide service to surrounding properties. The applicant indicated a willingness to do so, if a latecomer agreement is included, and staff indicated that oversized utilities would not be approved to serve properties outside the Urban Growth Boundary.

#### **WRITTEN COMMENTS:**

Mary Wilcox and Joe Mudlin submitted correspondence on the proposal (see Exhibits 34 & 113). The staff advisory report included a summary of the concerns expressed and responses to those concerns (see Section I.0 on page 14 of Exhibit 116).

#### **INTRODUCTION:**

The applicant is requesting approval of a rezone from R-4.5 to PRD 4.5, preliminary site plan and preliminary plat approval for the single-family residential development known as the Getchell Hill PRD. The applicant is also requesting 20 bonus lots based on the residential density incentives provided in Section 19.26.030 MMC. Approval of the rezone, preliminary site plan, preliminary plat, and density incentives as proposed would create 216 single-family lots on approximately 67 acres. The site is currently developed with 5 single-family residences and associated out buildings. All buildings will be removed during construction. According to the preliminary drainage report, 5 separate wetpond/detention pond systems each with its own individual pipe and catch basin stormwater conveyance system will be constructed to collect stormwater runoff from the project. The SEPA checklist states that approximately 250,000 cubic yards of cut and 250,000 cubic yards of fill will be required to construct this project.

#### **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 116), as modified by Exhibit 119, 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. At the hearing, the applicant concurred with the staff recommended conditions of approval as modified by Exhibit 118. Staff concurred with the revisions proposed in Exhibit 118.
4. 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.
5. 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.
6. If approved as conditioned below, the development will be beneficial to the public health, safety and welfare and will be in the public interest.
7. 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.
8. 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 above stated findings and conclusions, the Hearing Examiner recommends approval of the preliminary plat, preliminary site plan, rezone to PRD 4.5, and residential density incentives, subject to the following conditions:

1. The applicant shall be responsible for the relocation and/or replacement of the existing mailboxes located along 83<sup>rd</sup> Ave NE adjacent to this development. Mailbox relocation/replacement shall be consistent with the postmaster's recommendations.

2. Prior to final plat approval for Phase I, the applicant, the owner of the property at 8305 83<sup>rd</sup> Ave. NE and a representative from the Planning Department shall meet to determine the reasonable cost for installation of a minimum 6' high, sight-obscuring hedge along the 8305 83<sup>rd</sup> Ave NE frontage to diminish the effects of headlights from the newly created intersection with 83<sup>rd</sup> Ave NE. If consensus regarding the cost cannot be reached, the Planning Department shall determine amount the applicant shall pay for the installation of the hedge.
3. Prior to final plat approval for Phase I, the applicant shall reimburse the city for costs incurred in the preparation of the Adolfson wetland study in the amount of \$3,025.95.
4. The lot yield indicated on the preliminary site plan/preliminary plat map shall be reduced to 211 lots as indicated in Section E of this report. The revised preliminary plat map shall be submitted to the Planning Division for review and approval prior to construction plan approval for Phase I (Pod "A").
5. Prior to construction of Getchell Hill PRD Phase II, the 10" sewer pipe located near the cross streets of 60<sup>th</sup> Drive NE and 61<sup>st</sup> Drive NE along 88<sup>th</sup> Street NE shall be replaced to correct the deficiency and allow future phases of the Getchell Hill PRD development to be serviced by sanitary sewer. The City agrees that the applicant may enter into a latecomer's agreement to recover proportionate share of the cost of said sewer line replacement. In order to determine the recovery amount for the proposed sewer pipe an analysis showing the number of new homes in future developments within the city limits that will receive a benefit from this sewer line replacement.
6. The applicant shall construct the on-site trail prior to final plat approval for Phase I, or the applicant will need to bond for said trail by submitting a cost estimate of the trail improvements to the city for review and approval for Phase I. Pending approval of the costs and prior to final plat approval, the applicant will need to submit a bond to the city for 140% of the cost of the improvement.
7. The boundary line adjustment shall be recorded prior to final plat approval for Pod "D", or the plat boundaries for Pod "D" will need to be revised accordingly.
8. Roads DD shall be revised to be consistent with the City standards prior to construction plan approval for the Pod in which said roads are located. The preliminary site plan/preliminary plat map shall be revised accordingly. Revised density calculations shall be submitted with the revised plat map to ensure compliance with the density requirements of the PRD 4.5 zone.
9. Front yard setbacks shall be relocated to the point where the lot meets the minimum lot width requirement for the zone.
10. Rear yard setbacks shall be opposite front yards.

11. The applicant shall install a new traffic signal at the intersection of 67<sup>th</sup> Ave NE and 84<sup>th</sup> Street NE as part of this development. The installation shall occur prior to final plat approval. In order to determine the recovery amount for the proposed signalization, the applicant shall be required to submit to the City for review and approval, a traffic analysis showing the number of trips that potential, future developments within the city limits will create to the intersection of 67<sup>th</sup> Ave NE and 84<sup>th</sup> St NE. The applicant shall not receive any reimbursement on donated materials for the improvement. (MDNS #1)
12. A road connection meeting City standards or approval of the City Engineer or designee shall be provided from the proposed development to 82<sup>nd</sup> Place NE (Road LL/MM). (MDNS #2)
13. An oil control facility shall be installed per Department of Ecology Stormwater Management Manual for Western Washington limited to the low points in 84<sup>th</sup> Street NE. (MDNS #3)
14. The proposed rockery and berm located within Tract H shall be relocated outside the required buffer area. If buffer averaging is being proposed, the site plan/preliminary plat map will need to be revised to clearly show the exact square footage of all buffer areas proposed for averaging. Prior to approval of a buffer averaging scheme, the applicant will need to demonstrate compliance with Section 19.24.110(5)(a). (MDNS #4)
15. Prior to construction plan approval for Phase I, the wetland mitigation plan shall be revised to address the outfall pipes within the sensitive area tracts. (MDNS #5)
16. Prior to construction plan approval for each Phase, the applicant will need to demonstrate that any proposed trails associated with said Phase located within regulated sensitive area tracts meet the low impact criteria as outlined in Section 19.24.110(7) or the trail will need to be relocated outside of the NGPA tract. (MDNS #6)
17. The wetland mitigation plan shall be revised as follows: (MDNS #7)
  - Statement from the utility companies stating that the mitigation areas will not be moved or otherwise negatively impacted overtime from maintenance activities; provided however, utility companies will continue to maintain volunteer trees within the utility corridor. If the utility companies cannot insure the long-term viability of mitigation plantings within the utility corridor due to maintenance activities, the mitigation area(s) will need to be relocated outside the utility easement corridor.
  - The warranty language is a private agreement between the developer and the landscape firm. Ultimately, the developer is responsible for the success of the project as outlined in Section 19.24.160 MMC. This language should be included in the final wetland mitigation plan.
  - On page 14 of the preliminary wetland mitigation plan, the following revisions shall be made to the final mitigation plan (Section 19.24.160):

Monitoring reports will be submitted to the developer and the City of Marysville Community Development Department following site visits. The monitoring reports will include photographic documentation for each site visit, with photo descriptions and a plot-by-plot analysis of the vegetation plots. The report(s) will address the effectiveness of the mitigation plan in meeting the performance standards. The annual monitoring reports shall include if necessary, recommendations to correct failures in the mitigation project. Corrections may include the following:

- Replace dead or undesirable vegetation with appropriate plantings, based on the approved planting plan or MMC 19.24.150;
- Repair damages caused by erosion, settling, or other geomorphologic processes;
- Redesign the mitigation project (if necessary) and implement the new design; and
- A qualified consultant and the Community Development Department shall approve correction procedures.

A final report will be completed by the anniversary date of the bonding (or as otherwise agreed to by the City and the qualified consultant). The final report will include a summation and final analysis. If at that time, the performance standards have not been fully satisfied, but the qualified consultant believes and the city concurs that the site is viable and the performance standards can be met, the bond can be released.

The final wetland mitigation plan shall include a cost estimate for the required 5 year performance/monitoring bond as outlined in Section 19.24.160(2)

18. Prior to construction plan approval for each Phase, the additional subsurface investigations associated with said Phase shall be performed to address the issue of detention pond base elevations extending below the depths of the test pits. (MDNS #8)
19. Prior to construction plan approval for the applicable Phase, the applicant shall submit a sight distance analysis; vertical curve lengths and profiles; and horizontal curve lengths for all roads intersecting 84<sup>th</sup> St NE or 83<sup>rd</sup> Ave NE. (MDNS #9)
20. Prior to final plat approval for each Phase, the applicant shall pay WSDOT mitigation fees to offset adverse impacts to state highways from this development: (MDNS #10)
  - SR 9/Jct Highland Drive, Signal and Channelization, at a pro-rata cost of \$26.60 per ADT.
  - SR 9/SR 528 Interchange Signal & Channelization, at a pro-rata cost of \$1.75 per ADT.
  - SR 9/42<sup>nd</sup> St Signal and Channelization, at a pro-rata cost of \$4.13 per ADT.

The WSDOT mitigation fees will be calculated based on the current WSDOT formula multiplied by the number of ADTs generated per the final lot count approved in the

Preliminary Plat. This information shall be submitted by the project traffic engineer subsequent to Preliminary Plat approval but prior to application for construction drawing approval for Phase I. The WSDOT mitigation fee for each Phase shall be paid prior to final plat approval for said Phase.

21. Any underground storage tanks encountered during project construction shall be removed in accordance with Department of Ecology standards. (MDNS #11)
22. All existing septic systems and wells shall be abandoned in accordance with Snohomish Health District and Department of Ecology standards. (MDNS #12)
23. Orange 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 #13)
24. Wetland fencing and signage shall be installed adjacent to regulated sensitive areas at the time mitigation plantings are installed. Said fencing and signage 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 #14)
25. Prior to final plat approval for each Phase, the applicant shall submit a signed mitigation offer to Snohomish County for review and approval. County mitigation fees shall be paid prior to final plat approval for each Phase. The County Mitigation Fees shall be calculated using the current County rate multiplied by the final lot count in the approved Preliminary Plat. (MDNS #15)
26. Utilities shall be sized to provide service to surrounding undeveloped properties within the UGA. The City agrees that the applicant may enter into a latecomer's agreement to recover the proportionate share of the cost to oversize said utilities.
27. Prior to final plat approval, the applicant shall provide a 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 ¼ " caliper and 6' to 8' in size for deciduous and 6' in size for evergreen.

- ◆ Type E pond landscaping consistent with Chapter 19.16 MMC.
- ◆ Entry way landscaping.

(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).

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 13th day of April 2004



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:

1. Application
2. Cover letter itemizing application fees, dated 7/30/03
3. PRD/Preliminary Plat Map received 7/30/03 (Superceded)
4. Sign-In sheet from Getchell Hill Investments dated 6/15/03
5. Letter from Tom King to Jeff Massie regarding State Ave surplus signal material, dtd.7/7/03
6. Commitment for Title Insurance from First American Title Insurance Company
7. Supplemental Report 1 from First American Title Insurance Company, dated 7/14/03
8. 1<sup>st</sup> Supplemental to 1<sup>st</sup> Commitment from First American Title Insurance Co., dated 7/14/03
9. Tax Parcel Map
10. Overall Preliminary Plat/PRD Map – Detail of Northwest Corner
11. Wetland Delineation Report
12. Letter from Cheryl Dungan to Core Design, Inc dated 8/1/03
13. Environmental Checklist, received 7/30/03
14. Mailing List, received 7/30/03
15. Letter from Core Design to Gloria Hirashima, received 7/30/03
16. Preliminary Grading and Utility Plan, Road Profiles, Site Details, rcd. 7/30/03 (Superceded)
17. Overall Landscape Plan North map, received 7/30/03

18. Revised Wetland Delineation Report, received 7/30/03
19. Geotechnical Report, received 7/30/03
20. Preliminary Storm Drainage Report, received 7/30/03
21. Fish and Wildlife Habitat Area Assessment, received 7/30/03
22. Traffic Impact Study, received 7/30/03
23. Complete Title Report from First American Title Insurance Company, received 8/4/03
24. Request for Review Checklist, dated 8/4/03
25. Affidavit of Posting dated 8/5/03
26. Affidavit of Posting
27. RFR from Tulalip Tribes – Comm. Dev., dated 8/6/03
28. Fax from Cheryl Dungan to Jerry Jacobsen, dated 8/7/03
29. RFR from Marysville Fire District, dated 8/11/03
30. RFR from Marysville School District, dated 8/11/03
31. RFR from Marysville Police Dept, dated 8/11/03
32. Letter from PUD dated 8/12/03
33. RFR from Verizon dated 8/13/03
34. Letter from Mary Wilcox, received 8/13/03
35. Letter from Cheryl Dungan to Barghausen Consulting Engineers, Inc regarding the Revised Wetland Delineation Report, dated 8/14/03
36. RFR from Sno. Co. Public Works, Land Dev., dated 8/18/03
37. RFR from Jeff Massie, dated 8/19/03
38. Site plans and fax cover sheet from Cheryl Dungan to Joe Mudlin dated 8/19/03
39. Public Disclosure Request, received 8/20/03
40. RFR from Kevin Nielson dated 8/21/03
41. RFR from Land Development dated 8/21/03
42. RFR from Parks & Recreation Dept date 8/22/03
43. Letter from Getchell Investments, LLC received 8/27/03
44. Letter from Cheryl Dungan to Core Design dated 8/25/03 (superseded)
45. Letter from Cheryl Dungan to Core Design re: technical review meeting, dated 8/25/03
46. RFR from City of Arlington – Planning Director, dated 8/28/03
47. Sign-In sheet from Getchell Hill PRD Technical Review Meeting, dated 9/3/03
48. Letter from Cheryl Dungan to Core Design dated 9/3/03
49. Letter from RMJ Associates, LLC to Cheryl Dungan, received 9/5/03
50. Letter from Samantha Stoughtenger to Getchell Investments LLC dated 9/11/03
51. Letter from Getchell Investments LLC re: Technical Review Comments, received 9/15/03
52. Email from Samantha Stoughtenger dated 9/12/03
53. Letter from Barghausen Consulting Engineers Inc re: on-site meeting, received 9/15/03
54. Letter from David Ostergaard to Core Design dated 9/16/03
55. Email from Sandra Kortum to Cheryl Dungan received 9/17/03
56. Letter from Samantha Stoughtenger to Getchell Investments LLC dated 9/23/03
57. Requisition/Invoice from Marysville School District for janitorial service for neighborhood meeting, dated 6/24/03
58. Letter from Ramin Pazooki to Cheryl Dungan dated 10/3/03
59. Fax to Art Day from Cheryl Dungan with WSDOT comments dated 10/7/03

60. Letter from Core Design to David Ostergaard received 10/8/03
61. Invoice from Adolfson Associates dated 10/9/03
62. Memo from Cheryl Dungan to Art Day with maps re: the Wetland issues, dated 10/14/03
63. Letter from David Ostergaard to Lafe Hermansen re: the variance request response, 10/24/03
64. Invoice from Adolfson Associates dated 11/12/03
65. Transmittal letter from Wells Group to Gloria Hirashima dated 12/3/03
66. Letter to Jim Ballew from Getchell Investments dated 11/26/03
67. Letter to Gloria Hirashima from Getchell Investments, re: Traffic Mit. Fees dated 11/26/03
68. Letter from Getchell Investments, re: Technical Review Comments, dated 12/15/03
69. Preliminary Plat Map dated 12/2/03 (Superceded)
70. Site Yield Analysis & Lot List (Superceded)
71. Preliminary Wetland Mitigation Plan dated 12/3/03
72. Preliminary Storm Drainage report received 12/17/03
73. Preliminary Grading & Utility Plan received 12/17/03
74. Overall Prelim. Plat Map, Boundary, Topographic & Parcel, PRD/Prelim. Plat red. 12/17/03 (Superceded)
75. Request for Review Checklist dated 12/18/03
76. Wetlands Coordinates map, received 12/18/03
77. Biological Evaluation, received 12/18/03
78. Letter from Kevin Nielsen to Core Design dated 12/19/03
79. RFR from Sno. Co. Public Works, Land Dev.-Maria Schmidt, dated 12/23/03
80. Letter from Cheryl Dungan to Core Design dated 12/22/03
81. Letter from Jim Ballew to Getchell Investments LLC dated 12/24/03
82. RFR from Marysville Fire District dated 12/29/03
83. Paved Pedestrian Trail Standard from Jim Ballew
84. Letter from Barghausen Consulting Engineers to Cheryl Dungan received 1/5/04
85. RFR from Land Dev.-Samantha dated 1/5/04
86. Letter from Cheryl Dungan to Core Design dated 1/7/04
87. Email from Kevin Nielsen to Cheryl Dungan dated 1/7/04
88. Mitigated Determination of Non-Significance
89. Detailed PM Peak Hour Project Trip Assignment map
90. Email from Samantha Stoughtenger to Gloria Hirashima dated 1/16/04
91. Affidavit of Posting
92. Affidavit of Posting
93. Affidavit of Publication dated 1/21/04
94. Letter from Ann Goetz to Cheryl Dungan received 1/23/04
95. Preliminary Road Profiles map received 1/27/04
96. Utility location map
97. Memo from Core Design to Samantha Stoughtenger received 2/2/04
98. Letter from Snohomish County PW to Cheryl Dungan received 1/29/04
99. Affidavit of Publication dated 1/28/04
100. Notice of Appeal, received 1/30/04

101. RFR from Olympic Pipeline dated 1/30/04
102. Offsite Sewer Capacity Analysis from Core Design, dated 2/10/04
103. Letter from PUD to Cheryl Dungan, received 2/13/04
104. Letter from Centex Homes to Gloria Hirashima, received 2/27/04
105. Letter from David Ostergaard to David E. Cayton dated 3/5/04
106. Letter to Gloria Hirashima from Getchell Investments, LLC dated 3/8/04
107. Letter to Gloria Hirashima from Art Day & Tom Wells dated 3/15/04
108. Letter to Art Day from Gloria Hirashima dated 3/17/04
109. Affidavit of Posting
110. PRD/Preliminary Plat Map received 3/25/04 (Superceded)
111. Memo from Lafe Hermansen, Core Design Inc., w/ Site Yield Analysis dtd 3/29/04
112. Memo from Samantha Stoughtenger dated 3/30/04
113. E-mail from JD Mudlin & reply from Cheryl Dungan dated 4/2/04
114. Memo to Cheryl Dungan from Lafe Hermansen dated 3/30/04
115. PRD/Preliminary Plat Map received 3/26/04
116. Staff Recommendation
117. Summary of Land Use, submitted by the Applicant
118. Applicant Comments to Staff Recommendation
119. Bonus density discussion, submitted by the Applicant

**PARTIES of RECORD:**

RD & F, Inc.  
15790 Jackpine Road  
LaPine, OR 97739

Karl Lambert  
8124 83<sup>rd</sup> Ave NE  
Marysville, WA 98270

Dale & Velma Olson  
14703 Lake Goodwin Rd  
Stanwood, WA 98292

Gerald & Mary Royal  
8111 84<sup>th</sup> St NE  
Marysville, WA 98270

Fred & Chloe Waters  
7907 84<sup>th</sup> St NE  
Marysville, WA 98270

Getchell Investments, LLC  
Art Day/Tom Wells  
PO Box 518  
Bellevue, WA 98009

Core Design  
Lafe Hermansen and Dave Cayton  
14711 NE 29<sup>th</sup> Place, #101  
Bellevue, WA 98007

Josh Brower  
Mentor Law Group  
1100 Market Place Tower  
2025 First Avenue  
Seattle, WA 98121

Joe Mudlin  
8305 83<sup>rd</sup> Ave. NE  
Marysville, WA 98270

Shannon Ramey  
8215 84<sup>th</sup> St. NE  
Marysville, WA 98270

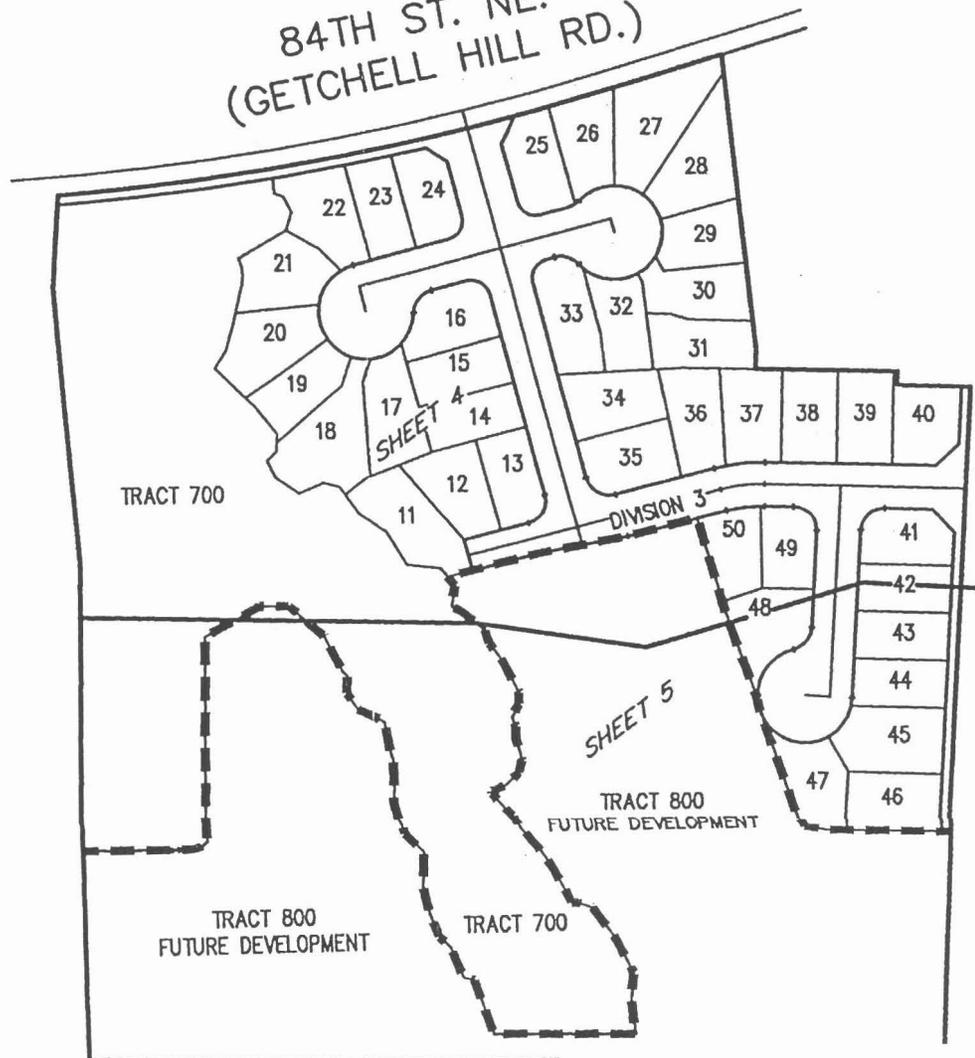
Mary Wilcox  
8209 83<sup>rd</sup> Ave. NE  
Marysville, WA 98270

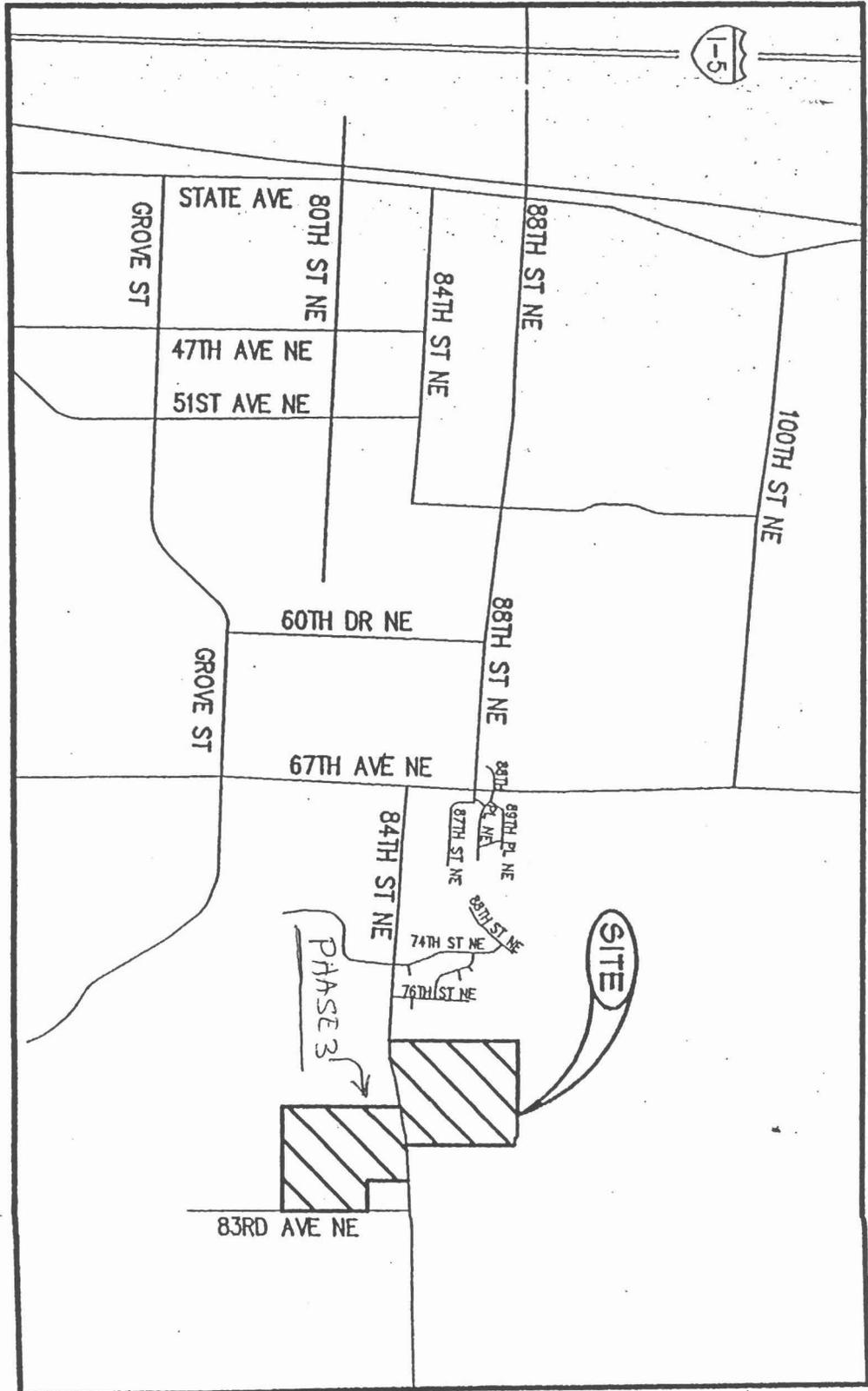
Gary Petershagen  
PO Box 1465  
Marysville, WA 98270

Malcom McNaughton  
Barclays North, Inc.  
10515 20<sup>th</sup> Street SE, Suite 100  
Everett, WA 98205

Planning Department

84TH ST. NE.  
(GETCHELL HILL RD.)





**VICINITY MAP**

N.T.S.



COMMUNITY DEVELOPMENT DEPARTMENT  
 80 Columbia Avenue, Marysville, WA 98270  
 (360) 363-8100, (360) 651-5099 FAX

**FINAL PLAT CHECK LIST**

Plat Name: Gretchell Hill Phase 3 PA # 0307022

Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	DJ	7/9/07
	Planning	CDP	7/9/07
2. Letter of Segregation to Assessor	Planning	CDP	7/9/07
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	(Signature)	7.9.07
Asbuilts – Including Digital Files	Const. Insp.	(Signature)	7.9.07
Bill(s) of Sale	Const. Insp.	(Signature)	7.9.07
Maintenance and Warranty Funding	Const. Insp.	(Signature)	7.9.07
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	(Signature)	7.9.07
Asbuilts – Including Digital Files	Const. Insp.	(Signature)	7.9.07
Bill(s) of Sale	Const. Insp.	(Signature)	7.9.07
Maintenance and Warranty Funding	Const. Insp.	(Signature)	7.9.07
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	(Signature)	7.9.07
6. Inspection Fees - Calculated and Paid	Const. Insp.	(Signature)	7.9.07
7. Final Plat Fee - Calculated and Paid	Planning	CDP	5/25/07
8. TIP Fees: <u>city - \$1,650 county - \$22,973</u>	Planning	CDP	6/9/07
9. Parks Mitigation Fees: _____	Planning	Prior to bid permits	CDP 7/9/07
10. School District Mitigation Fees: _____	Planning	Prior to bid permits	CDP 7/9/07
11. Signage and <u>Striping</u> Installed <u>Prof. Bond</u>	Const. Insp.	(Signature)	7.09.07
12. Final Grading and TESC Inspection	Const. Insp.	(Signature)	7.09.07

13. Satisfied Hearing Examiner's Conditions of Approval	Planning	CWD	7/9/07
14. Utility/Recovery/Main Fees	Land Dev.	Dg	7/9/07

**Plat Approved for Recording:**

Community Development Director: 

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:** July 23, 2007

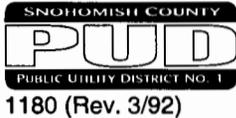
AGENDA ITEM: PUD Delta-Marysville 12kV Distribution Project Easement through Ebey Waterfront Park	AGENDA SECTION:	
PREPARED BY: John Cowling, Engineering Services Manager – Land Development	AGENDA NUMBER:	
ATTACHMENTS: 1. Easement Document (minor revisions to be made) 2. Letter from PUD with graphical representation of facility	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The proposed PUD easement through the Waterfront Park property is to accommodate the growing power needs downtown. PUD has delayed the project in hopes of locating the facility on the new SR 529 bridge but due to the delays in construction of the bridge the project cannot be delayed any further without potential disruption to power service. Current proposal is to install a new transmission pole in the locations shown in the attachments.

The proposed easement is in the process of being revised prior to signature to include a legal description and change some language.

RECOMMENDED ACTION: Public Works and Community Development staff recommends Council authorize signature of the attached easement.
COUNCIL ACTION:

**AFTER RECORDING RETURN TO:**  
**Public Utility District No. 1 of Snohomish County**  
**Attn: Real Estate Services - 04**  
**P.O. Box 1107**  
**Everett, WA 98206**



1180 (Rev. 3/92)

**DISTRIBUTION EASEMENT**  
**Underground and/or Overhead**

E- \_\_\_\_\_  
NW 33 (30-05)  
324908-03

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between  
**City of Marysville, a Municipal Corporation**  
hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, and Verizon  
Northwest Inc., hereinafter referred to as Grantee; and \_\_\_\_\_  
hereinafter referred to as Mortgagee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows:

**THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND GOVERNMENT LOT 2 OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY OF D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 69, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1 AND NORTHERLY OF EBEBY SLOUGH. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.**

**Tax Parcel No. 30 0533 002 008 00 AND 30 0533 002 010 00**

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby Quit Claims to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve, extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or underground, semi-buried, and ground-mounted facilities, or combinations thereof, with necessary braces, guys, and anchors, and to install or place upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances, across, over, under and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

**That portion of the above described property being shown as the cross-hatched area on Exhibit "A" attached hereto and made a part hereof.**

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without approval of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Grantee agrees to indemnify Grantor from and against all liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

*Please sign and have notarized below*

By \_\_\_\_\_  
City of Marysville

**(REPRESENTATIVE ACKNOWLEDGMENT)**

State of \_\_\_\_\_  
County of \_\_\_\_\_

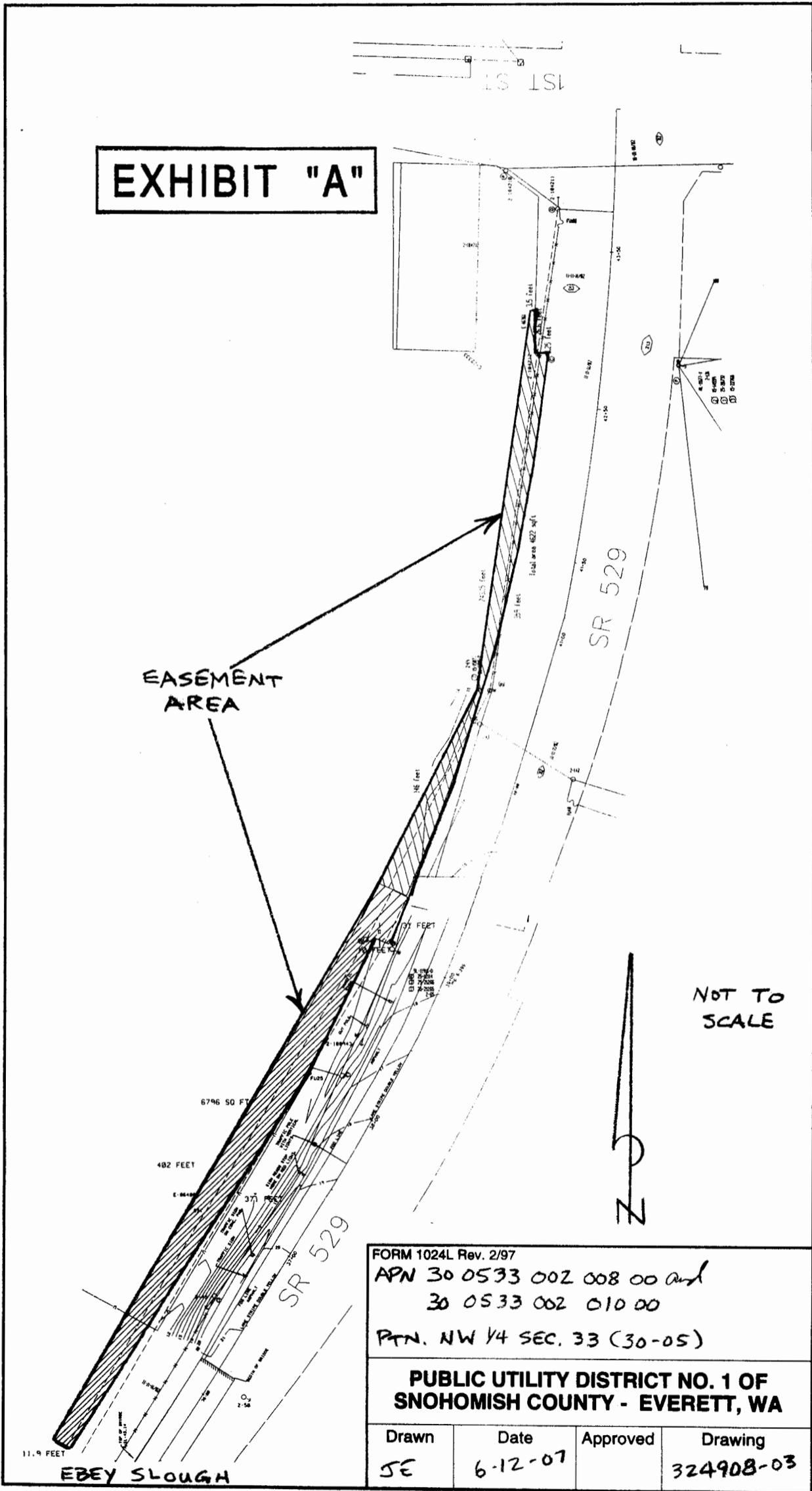
I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ signed this instrument, on oath stated that (he, she, they)(was, were) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ and \_\_\_\_\_ (Officer, Trustee, President, etc.) \_\_\_\_\_ of \_\_\_\_\_ to \_\_\_\_\_ (Name of party on behalf of who instrument was executed)

be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated \_\_\_\_\_  
Signature of \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Title \_\_\_\_\_ Notary Public \_\_\_\_\_  
My appointment expires \_\_\_\_\_

# EXHIBIT "A"



FORM 1024L Rev. 2/97			
APN 30 0533 002 008 00 and 30 0533 002 010 00			
PTN. NW 1/4 SEC. 33 (30-05)			
<b>PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY - EVERETT, WA</b>			
Drawn	Date	Approved	Drawing
JE	6-12-07		324908-03



*Providing quality water, power and service at a competitive price that our customers value*

July 9, 2007

Mr. John Cowling  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

Re: Delta- Marysville 12 kV Distribution Project

Dear Mr. Cowling;

We appreciate the opportunity to meet with Gloria Hirashima and you on June 22, 2007 to discuss the proposed pole location within the City of Marysville park property. During the meeting it was requested that the District provide this letter indicating the need and urgency for the referenced project.

The completion of Delta-Marysville 12 kV Project is vital to serve the continued growth being experienced now and in future in downtown Marysville. The existing area distribution system in the general geographic area is currently maxed out to provide any additional electric service in a reliable manner. When completed, the Delta to Marysville Distribution Circuit Tie project (the "Tie") will connect the District's Delta and the Central Marysville substations via new 12kV distribution facilities, which will enable the District to serve additional electrical load. With the forecasted load growth in Marysville, the Tie will also be vital when performing necessary system maintenance or during emergency outages.

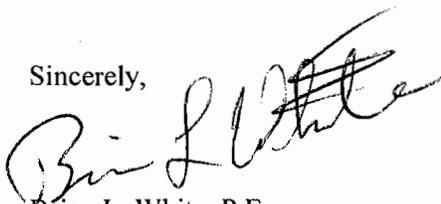
The District has been planning and has been working for the last three years to add this needed electrical distribution system. The District has ordered all the necessary materials including customized steel poles to complete the design and construction pending acquisition of all the necessary permits. It is our desire to complete the project this year and be able to support Marysville load growth. For example, in late 2006 Welco Lumber inquired of the District if we could adequately serve additional load to meet their expansion plans. We advised Welco Lumber that until the Tie project is complete, the District's ability to serve their additional load is limited.

You asked if the District would support sharing the cost 50%/50% toward the future cost of undergrounding this facility. The District currently has no program in place to meet this request. The District's current policy requires whoever requests undergrounding of power lines to pay 100% of the cost of that work. On those road relocation projects where the District is required to relocate an overhead line at its cost, the District would be willing to contribute the cost of relocating lines in kind towards the undergrounding if the party requesting undergrounding pays the difference between the two types of construction. This is the arrangement the City of Marysville and the District entered into with the State Street road widening project a few years ago.

We very much appreciate the cooperation and support we have received from the City of Marysville staff and you in expediting the resolution of the pole location on the Marysville Park property. We also want to thank you for taking the extra steps in coordinating the effort amongst several City of Marysville departments. Enclosed are photos of the existing pole line, the line after the installation of the steel poles and a third photo to show the line after the old bridge is removed.

Please let me know if you have any questions prior to the City Council meeting. I can be reached by e-mail at [blwhite@snopud.com](mailto:blwhite@snopud.com) or by telephone at 425-783-4311. Thanks, again, for all your support in granting the necessary permits and easements for this important project.

Sincerely,



Brian L. White, P.E.

Manager, Transmission Engineering, Joint Use and Standards

Cc Gloria Hirashima, City of Marysville  
Quincy Kinman, PUD

Enclosures: Photos of Facility



**Site conditions, with existing PUD facilities**



**Site conditions, with existing and proposed PUD facilities**



**Site conditions, after WSDOT project, with proposed PUD facilities**

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**City Council Meeting Date: July 23, 2007**

AGENDA ITEM: State Avenue 136 <sup>th</sup> Street NE to 152 <sup>nd</sup> Street NE Corridor Improvements – <i>Utility Relocation Agreement with Sno. Co. PUD</i>	AGENDA SECTION: New Business
PREPARED BY: Patrick Gruenhagen, P.E., Project Manager	AGENDA NUMBER:
ATTACHMENTS: Attachment 1 - Plan View / Aerial Photo, west-side driveway Attachment 2 - Utility Relocation Agreement	APPROVED BY: 
	MAYOR   CAO
BUDGET CODE: 30500030.563000	AMOUNT: \$167,974.75 (est.)

Design and Right of Way acquisition for the City's *State Avenue 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvement Project* are currently ongoing, and construction should begin by early fall. In support of this goal, efforts are under way to coordinate with Snohomish County PUD and other utility companies — for the purposes of defining potential utility conflicts that will arise as a result of the City's project. As the conflicts are more clearly defined and understood, this will then pave the way for confirmation of the various relocation needs that exist along the corridor.

One such need exists at the intersection of Smokey Point Boulevard and 152<sup>nd</sup> Street NE, where the City intends to install a new traffic signal. As can be seen from Attachment 1, the City's plans call for reconfiguration of the "shared" driveway that currently resides on the west side of the intersection. Due to the current offset between the east and west approach legs of the intersection, the project team has determined that reconfiguration of this driveway will be a necessary precursor to installation of the future signal. *(to avoid the need for "split phase" operation of the signal for eastbound and westbound turning movements)* As a consequence, the PUD transmission pole that currently exists at this location will have to be moved to the south and out of PUD-owned easement, as shown in Attachment 1.

Due to this planned relocation, as well as others along the corridor, the City and PUD intend to enter into a Utility Relocation Agreement, included herein as Attachment 2. This Agreement establishes the terms by which various relocations along the corridor will occur, and specifically defines the percentages that will be used as a basis for establishing City "cost share" of the overall, actual relocation costs. *(Note that the \$167,974.75 figure at top is simply an estimate, as noted within the Agreement — derived for the purposes of establishing the aforementioned percentages.)* As indicated in Section D, paragraph 3 of the Agreement, the City's cost share will ultimately be either 16.00% or 22.65% of actual costs. The latter percentage will be used in the event that the City and PUD are forced to pursue easement acquisition through the condemnation process. Otherwise, the City share will ultimately be 16.00% of actual relocation costs. (or roughly \$109,000, as noted in Exhibit B)

**RECOMMENDED ACTION:**

**Staff recommends that the Council authorize the attached Utility Relocation Agreement with Snohomish County PUD, agreeing to pay either 16.00% or 22.65% of the actual total relocation costs, depending on circumstance.**

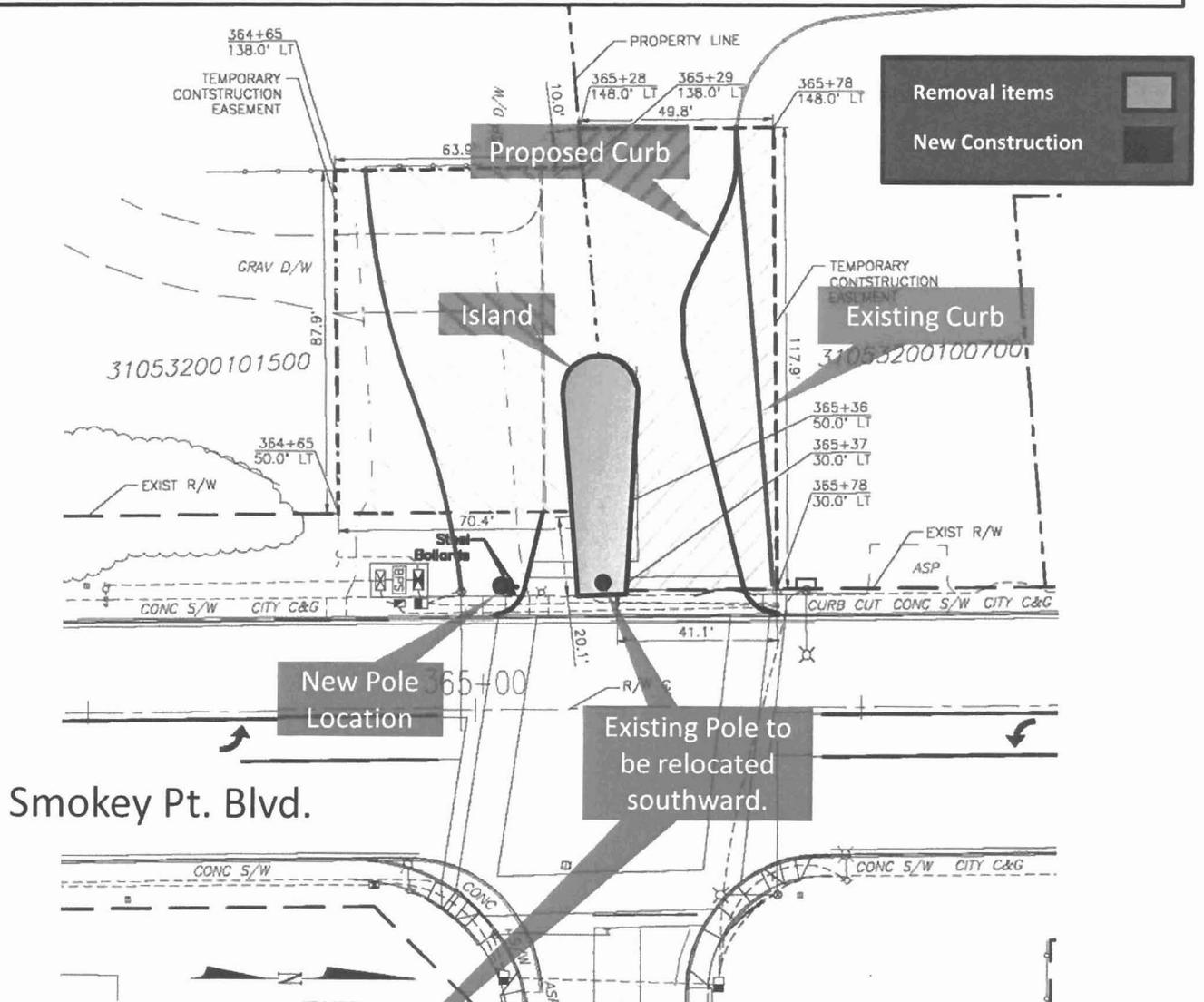
**COUNCIL ACTION:**

# Attachment No. 1

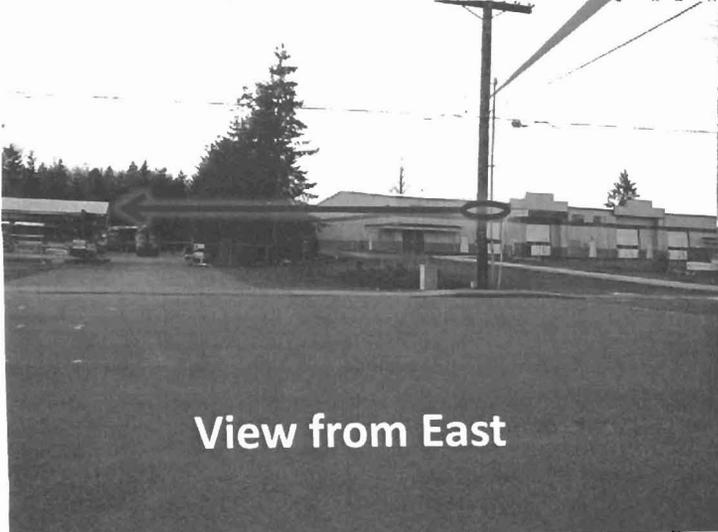
## Planned PUD Transmission Pole Relocation

### 152<sup>nd</sup> Street NE / Smokey Point Boulevard

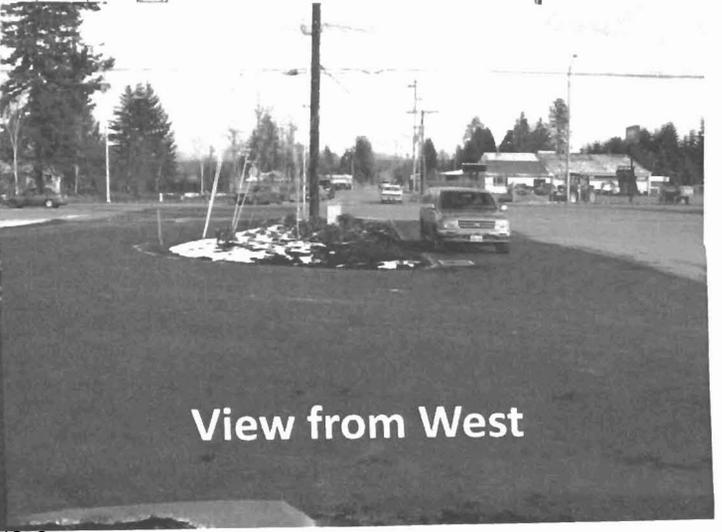
#### July 23, 2007 Marysville City Council Meeting



Smokey Pt. Blvd.



View from East



View from West

**UTILITY RELOCATION AGREEMENT  
BETWEEN  
THE CITY OF MARYSVILLE  
AND  
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the City of Marysville, hereinafter referred to as "the CITY", and the Public Utility District No. 1 of Snohomish County, hereinafter referred to as "the DISTRICT", both of which municipal corporations are located in and existing under the laws of the State of Washington.

*Recitals*

A. The CITY is the lead agency on a project known as the State Avenue Corridor Improvement Project, which includes work that necessitates relocation of District transmission and distribution overhead and underground facilities including all attached wires, communication facilities and all associated guy stubs, guys, anchors, underground vaults, and miscellaneous materials within the project limits. The project limits are adjacent to State Avenue between 136<sup>th</sup> Street NE and the north border of the City of Marysville and east from State Avenue on 152<sup>nd</sup> Street NE approximately 2000' and east from State Avenue on 136<sup>th</sup> Street NE approximately 500'. The construction necessary to accomplish the above electric utility removal and relocation work shall be called "the Work" or "the Project".

B. The DISTRICT agrees to relocate the existing overhead and underground 115kV and 12kV lines and DISTRICT communication facilities in the CITY Right of Way ("ROW") at District's expense in 'like kind' with new overhead and underground facilities to accommodate the State Avenue Reconstruction project.

C. The CITY desires, at its cost, to have the DISTRICT relocate the existing overhead and underground 115kV and 12kV lines and DISTRICT communication facilities on DISTRICT easements, specifically pole M-SC 6/2, in 'like kind' with new overhead and underground facilities to accommodate the State Avenue Reconstruction project. Additionally, the CITY desires, at its cost, the relocation of those facilities affected by the relocation of DISTRICT facilities on DISTRICT easements, specifically pole CEE-1, in 'like kind' with new overhead and underground facilities. The cost includes the purchase of easements for the relocated facilities.

D. Parties have agreed on their respective costs and responsibilities for this Project.

Now therefore, it is mutually agreed as follows:

1. CONSTRUCTION. The DISTRICT shall design and construct the Work. The DISTRICT may advertise for bids, award and enter into a public works contract ("PWC") if required for the Work. The DISTRICT shall administer the Work and manage the construction of the Project. The CITY may review the design and construction of the Work, but by so doing, shall not be responsible for the design or performance of the Work or for any claims arising from the contract or work, except as set forth in this Agreement. The District agrees to make every reasonable effort to complete the work by December 31<sup>st</sup>, 2007; provided, that neither party shall be liable to the other for, or be considered to be in breach of or in default under this Agreement because of any failure or delay in performance by such party under this Agreement to the extent such failure or delay is caused by or results from any cause or condition which is beyond such party's reasonable control, or which such party is unable to prevent or overcome by exercise of

reasonable diligence. Additionally, in order for work to be completed by December 31<sup>st</sup>, 2007, easements must be acquired by the end of July, 2007 for the relocations on tax parcel # 31053200101500. If the needed easements are not acquired by the end of July, 2007, on tax parcel # 31053200101500, a mutually agreed upon schedule will be worked out between the DISTRICT and the CITY for the Project.

2. CONTRACT AWARD. The DISTRICT shall notify and provide the following information to the CITY within five (5) working days of opening the PWC installation bids: (a) the list of bidders, (b) summary of bids, (c) bidding tabulation sheets, and (c) the name of the evaluated apparent low bidder. The DISTRICT shall notify the CITY in writing of its intent to award the PWC to the evaluated apparent low bidder, PROVIDED, that the DISTRICT shall award no contract for more than fifteen (15) percent in excess of the Engineer's estimate for all work under the PWC. Should all bids exceed the Engineer's estimate by more than fifteen (15) percent, the DISTRICT, with the written agreement of the CITY, shall re-bid the PWC. For any contract awarded for the Work, the CITY shall be named as an additional insured in conjunction with the DISTRICT. The DISTRICT will provide the CITY with a copy of the performance bond that is furnished to the DISTRICT by its Contractor.

3. COST SHARE. The CITY and the DISTRICT agree to share the costs for the Project in accordance with Project cost estimates as set forth in attached Exhibit A or B; provided, however, that except as provided in section seven (7) below: (a) the CITY'S share of the total design, administration, and construction cost shall be 22.65% of the actual total cost of the Project, as laid out in Exhibit A, if the District must proceed with condemnation on tax parcel # 31053200101500, irrespective of actual cost of any particular portion thereof, (b) the CITY'S share of the total design, administration, and construction cost shall be 16.00% of the actual total cost of the Project, as laid out in Exhibit B, if the District does not proceed with condemnation on tax parcel # 31053200101500, irrespective of actual cost of any particular portion thereof.

4. CITY PAYMENT. The CITY agrees to reimburse the DISTRICT for Project costs, in an amount as stated in section three (3). Within thirty (30) days of submittal of invoice(s) from the DISTRICT to the CITY, the CITY shall reimburse the DISTRICT for the amount described therein. Invoices may be submitted for payment on a monthly basis during the performance of the Work and shall be based upon the actual amount of the Project work completed. Invoices shall be sent to \_\_\_\_\_.

5. POWERLINE RELOCATION. The parties agree to work cooperatively to ensure that the installation of the poles and underground structures shall be coordinated and occur in conjunction with, and not interfere with, the other elements of the DISTRICT facilities or the CITY'S State Avenue Reconstruction project.

6. Future Relocations. The parties agree that future relocations of pole M-SC 6/2 forced by the CITY shall be at the CITY's cost. This is due to the fact that the CITY is requesting the DISTRICT to move from its easement to CITY ROW. This cost includes modifications or relocations that must be done to other facilities due to the future relocation of pole M-SC 6/2. Additionally, this cost includes the purchase of new easements for the relocation of the facilities.

7. CHANGE ORDERS AND CONSTRUCTION CLAIMS FOR ADDITIONAL PAYMENT. The DISTRICT shall administer the construction, including handling all requests for change orders and claims for additional payment. In the event of any change order or claim that the DISTRICT believes is justified and for which the DISTRICT believes the CITY should share in the cost, then prior to approving the change order or claim, the DISTRICT shall obtain

the CITY'S written approval before agreeing on either entitlement or quantum with the contractor; provided, that if the District is unable following reasonable efforts, due to exigent circumstances or dispute, to acquire the City's written approval prior to issuance of any change order or claim which the District reasonably believes is appropriate and reasonably necessary for timely Project completion in accordance with this Agreement, then the District may approve such change order or claim without the prior written approval of the CITY; in such event, after submittal by the DISTRICT to the CITY of invoice for payment, accompanied by supporting documentation, the CITY may reimburse its share of costs as provided above, or the DISTRICT may pursue its other legal or equitable remedies for collection as provided by law. If the City notifies the District that the Work is to be performed at a location that is different than that described in the design existing on the date that this document is executed the District will be paid for all of its resulting costs.

8. INDEMNIFICATION. The CITY agrees to indemnify, defend and hold the DISTRICT, its employees, agents, and elected and appointed officials harmless from any and all claims that may be made against them arising out of the performance of the activities described in this Agreement, to the extent of the negligence of the CITY, its employees, agents or elected or appointed officials. The CITY further agrees to indemnify, defend, and hold the DISTRICT, its employees, agents, and elected and appointed officials harmless from all claims, demands, or damages related to the CITY's municipal responsibilities and obligations with respect to the activities described in the Agreement.

The DISTRICT agrees to indemnify, defend, and hold the CITY, its employees, agents, and elected and appointed officials harmless from any and all claims that may be made against them arising out of the performance of the activities described in this Agreement, to the extent of the negligence of the DISTRICT, its employees, agents, or elected or appointed officials. The DISTRICT further agrees to indemnify, defend, and hold the CITY, its employees, agents, and elected and appointed officials harmless from all claims, demands, or damages related to the DISTRICT's municipal responsibilities and obligations with respect to the activities described in this Agreement.

For purposes of this Section, the respective indemnification and hold-harmless obligations of each of the parties shall not be limited in any way by any limitations on amount or type of damages, compensation or benefits payable to an employee under Washington state industrial insurance laws, and EACH OF THE PARTIES SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH LAWS. EACH OF THE PARTIES ACKNOWLEDGES THAT SUCH WAIVER HAS BEEN MUTUALLY NEGOTIATED.

9. DURATION AND TERMINATION. This Agreement shall be effective on execution, and shall remain in effect, except for section six (6), until the construction, acceptance by the DISTRICT, and payment have been completed. Section six (6) of this agreement shall stay in effect until pole M-SC 6/2 is relocated or both parties agree in writing to terminate said portion of agreement. If the State Avenue Reconstruction project is terminated for any reason, and the District is notified by the City to stop work on the then existing design, the District will do so and it will be reimbursed by the City for all costs that it has incurred prior to the date of notification plus reasonable costs to close out the Project and to restore the 115kV, 12kV and DISTRICT communication facilities to a condition satisfactory to the District. Otherwise Termination of this Agreement shall be by mutual written agreement of the CITY and the DISTRICT; provided that indemnification and reimbursement responsibilities incurred by either party pursuant to paragraphs 3 through 5 above, shall survive such termination.

10. CONTRACT ADMINISTRATION. The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, or any other applicable law, an administrator or joint board responsible for administering this Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest therein.

11. NOTICES. Notices to the CITY shall be sent to the following address:

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NOTICES. Notices to the DISTRICT shall to be sent to the following address:

Brian L. White, P.E.  
Manager Transmission Engineering, Joint Use, and Standards  
PUD No. 1 of Snohomish County  
1802 75<sup>th</sup> St SW  
PO Box 1107, m/s 04  
Everett, WA 98206-1107

12. WAIVER. Any waiver by the DISTRICT or the CITY or the breach of any provision of this Agreement by the other party will not operate to be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

13. COMPLETE AGREEMENT. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation touching on the subject matter hereto, whether oral or written, not set forth herein, and any amendment or modification hereof shall be effective only if in writing signed by both parties.

14. SEVERABILITY. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

15. VENUE. This Agreement shall be administered and interpreted under the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in Snohomish County, Washington.

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

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Brian L. White  
Manager Transmission Engineering,  
Joint Use, and Standards

By: \_\_\_\_\_  
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
Bardell D. Miller  
Assistant General Counsel

By: \_\_\_\_\_  
\_\_\_\_\_  
Marysville City Attorney

ATTEST

ATTEST

BY: \_\_\_\_\_  
Christopher Lee  
Principal Engineer

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

# EXHIBIT A

	DISTRICT Cost	CITY Cost
Construction Labor	\$6,267.00	\$1,225.00
Contract Labor	\$320,788.00	\$45,324.00
Materials and Equipment	\$42,640.00	\$14,328.00
Transportation	\$670.00	\$149.00
Engineering/Drafting	\$50,927.00	\$17,997.00
Easements	\$4,000.00	\$45,500.00
District A&G	\$73,576.00	\$21,542.00
Contingency	\$74,830.20	\$21,909.75
Total Estimated Cost	\$573,698.20	\$167,974.75

DISTRICT'S ESTIMATED PERCENTAGE OF COST	77.35%
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CITY'S ESTIMATED PERCENTAGE OF COST	22.65%
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\* Include Applicable Overheads and Taxes

# EXHIBIT B

	DISTRICT Cost	CITY Cost
Construction Labor	\$6,267.00	\$1,225.00
Contract Labor	\$320,788.00	\$45,324.00
Materials and Equipment	\$42,640.00	\$14,328.00
Transportation	\$670.00	\$149.00
Engineering/Drafting	\$50,927.00	\$17,997.00
Easements	\$4,000.00	\$2,000.00
District A&G	\$73,576.00	\$14,017.00
Contingency	\$74,830.20	\$14,256.00
Total Estimated Cost	\$573,698.20	\$109,296.00

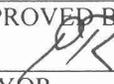
DISTRICT'S ESTIMATED PERCENTAGE OF COST	84.00%
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CITY'S ESTIMATED PERCENTAGE OF COST	16.00%
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\* Include Applicable Overheads and Taxes

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 2007**

AGENDA ITEM: Transportation Element Comprehensive Plan Professional Services Agreement with The Transpo Group	AGENDA SECTION: New Business	
PREPARED BY: John Tatum, Traffic Engineer	AGENDA NUMBER:	
ATTACHMENTS:  Professional Services Agreement	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$228,310	

Attached is a Professional Services Agreement with The Transpo Group Inc. to provide services to update the City's Transportation Element of the Comprehensive Plan. Four firms were invited to interview, but one firm dropped out. The four firms interviewed were Jones & Stokes, Gary Struthers and Associates, Perteet, and The Transpo Group. The Transpo Group has a very good reputation in providing this type of service and demonstrated superior modeling skills. They provided a superior proposal and presentation.

The City's existing Comprehensive Plan is over six (6) years old and needs to be updated to reflect the changes that have occurred. This project has an approved budget of \$100,000.00 in 2007 and we are budgeting \$135,000 in 2008; the Agreement is not to exceed \$228,310.

RECOMMENDED ACTION: Public Works Staff recommends City Council authorize the Mayor to sign the Professional Services Agreement with The Transpo Group in an amount not to exceed \$228,310.00.
COUNCIL ACTION:

## Exhibit A

# Scope of Services and Fee Projection

Client Name: City of Marysville  
Project Name: Transportation Element and Traffic Impact Fee Program Update  
Exhibit Dated: July 3, 2007 TG: 07153.PR

### Scope of Services

Based on our discussions with the City of Marysville, The Transpo Group has prepared the following scope of services for updating the Transportation Element of its Comprehensive Plan. The project includes updating and expanding the travel forecasting and traffic operations models. It also focuses on refinement of the City's traffic impact fee and concurrency management programs. The scope of services covers the following nine tasks:

1. Project Management and Coordination
2. Agency and Public Engagement Program
3. Existing Transportation Conditions
4. Traffic Operations Model and Analyses
5. Travel Demand Model Refinement and Update
6. Transportation Systems Improvement Projects and Programs
7. Transportation Finance Program and Traffic Impact Fee Program
8. Transportation Policies and Concurrency Management Program
9. Transportation Element Documentation

The consultant will be supported by the City and other City consultants. In particular, HDR Engineering will provide data, analysis, and recommended improvements for the downtown area based on its work program for the "I-5 to City Center Access Study – Phase 1," which will be conducted concurrently with the update of the Transportation Element. The Transportation Element also will be coordinated with and will integrate applicable data, analyses, and recommendations from subarea and corridor studies prepared by Pertect, Inc and Jones and Stokes..

The following identifies the work program for each task, including the overall approach and analyses needed to support the update of the Transportation Element. A 2040 horizon year is proposed to support long range forecasts needed for the I-5 to City Center Access Study and future project analyses. Consultant deliverables for each task are summarized. Data needs and support from the City of Marysville are also identified.

### Task 1: Project Management and Coordination

The number and scope of ongoing City transportation projects and specific transportation issues makes communication a key element of the success of the Transportation Element Update. Ongoing coordination between Transpo and key City staff, as well as consultants working on other City projects, is needed to ensure consistency in data, analyses results, and the overall transportation systems plan.

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### *Subtask 1A – Project Management*

This subtask covers ongoing coordination and updates between the consultant team project manager and the City's project manager or other key staff. It also covers preparation of invoices and progress reports.

The consultant project manager will coordinate with the City's project manager on a regular basis throughout the duration of the project. The coordination will address data needs, overall technical analyses assumptions/methodologies, budget, schedule, and upcoming meetings. Coordination will occur through phone calls, email, and meetings, as appropriate. Coordination between the City staff and the consultant team on specific project tasks is included in the respective tasks.

The consultant team project manager will prepare progress reports to accompany monthly invoices. The progress reports will identify work elements completed for each task during the invoice period. A summary of upcoming tasks will also be included.

### *Subtask 1B – Project Coordination*

The City of Marysville has a number of ongoing transportation improvement projects and subarea studies. Coordination will be required between Transpo, the City, and the City's other project consultants to transfer data, discuss analysis methodologies, review improvement concepts, and provide consistency between the various projects.

Transpo will prepare for and attend up to four coordination meetings with the City and/or its consultants to discuss interfaces and data transfer needs between various projects and the Transportation Element. The City will direct which meetings will be attended.

Transpo will transfer existing or forecast traffic data, analyses, and products prepared as part of this scope of services with other consultants, as directed by the City. Furthermore, other project consultants will provide Transpo with their data, analyses, and products, as directed by the City, for use in the Transportation Element.

### *Consultant Deliverables:*

- *Notes, emails, or other summaries of project management communication*
- *Monthly progress reports*
- *Preparation and attendance at four meetings with other consultant teams and the City*
- *Data transfer and notes on coordination with other consultant teams*

### *City Support:*

- *Project management coordination*
- *Setting up meetings with other consultant teams*
- *Provide direction for data transfer materials and protocols between consultants*

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### Task 2: Agency and Public Engagement Program

The agency and public engagement program is comprised of two elements: (a) Stakeholder meetings, and (b) City Council/Planning Commission meetings. These are outlined below. The City can post meeting notices and materials on its web page, if desired. This will further support public input on the Transportation Element.

#### *Subtask 2A – Stakeholder Meetings*

To help guide the development of the Transportation Element, the City will arrange meetings of stakeholder groups focused on non-motorized transportation and truck and truck parking issues. The City will identify and invite stakeholders to the meetings. Up to four meetings will be held. Specific topics and formats will be defined during the course of the project. Potential topics include:

- Biking/Walking/Trails Advisory Group (2 meetings)
  - Discussion of non-motorized transportation issues and options
  - Review of preliminary recommendations
- Truck Routes and Parking Advisory Group (2 meetings)
  - Discussion of truck and parking issues
  - Review of preliminary recommendations

#### *Subtask 2B – City Council/Planning Commission Meetings*

A total of four meetings of study sessions will be held with the City Council and/or Planning Commission. Some of the City Council meetings will likely be with the Public Works Committee. The meetings will be open to the public. Specific topics and formats for the meetings will be defined as the Transportation Element progresses. A preliminary outline for the meetings includes:

CC/PC Meeting #1: Task 6

- Transportation Improvement Projects and Programs

CC/PC Meeting #2: Task 8

- Level of Service and Concurrency Management Program

CC/PC Meeting #3: Task 7

- Transportation Financing and Traffic Impact Fee

CC/PC Meeting #4: Task 9

- Draft Transportation Element

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### Consultant Deliverables

- *Meeting agendas, materials, and handouts*
- *Electronic distribution of materials to City for distribution to stakeholders*
- *Summaries of key comments, direction, or action items from meetings*

### City Support

- *Establish and contact stakeholders*
- *Develop contact list for stakeholders*
- *Arrange for meeting locations and times for stakeholders*
- *Distribution of pre-meeting materials to stakeholders, Planning Commission and City Council*
- *Notify stakeholders, Planning Commission and City Council members of meetings*
- *Input to consultant on comments received outside of the meetings*
- *Any public notices for meetings*
- *Post schedules and meeting materials on City web page*

### **Task 3: Existing Transportation Conditions**

This task will be used to update the existing conditions inventory and analysis documented in the current Transportation Element. It will build off of the City's existing data, GIS, and recent and ongoing transportation studies. It will also incorporate results from the expanded and updated traffic operations analyses developed in Task 4.

#### ***Subtask 3A – Review Existing Studies and Plans***

The City will provide available transportation and land use studies and plans for use by the consultant. These will include subarea plans, corridor transportation studies/plans, development traffic impact studies, aerial photographs, GIS datasets, and similar materials. The consultant will extract relevant information for the update of the Transportation Element. We will discuss potential changes since the time the prior studies were conducted. This will allow us to focus the update on areas of greatest need.

#### ***Subtask 3B – Assemble and Analyze Traffic Data***

In order to establish a solid foundation for the Transportation Element, the consultant will assemble and analyze key transportation system data. These factors will also support development of the traffic operations and travel demand forecast models (Tasks 4 and 5, respectively). The data will be collected from the City of Marysville, WSDOT, Snohomish County, the City of Arlington, and other sources, as applicable. The focus of this task will be to update the inventory and summarize changes to the transportation system since the prior Transportation Element was prepared. It will cover:

- Roadway inventory
- Intersection controls and channelization
- Daily and PM peak hour traffic

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- Travel speeds
- Traffic classification
- Rail traffic
- Transit service and ridership
- Sidewalk and pathway inventory
- Bicycle routes
- Transportation improvement projects

The following highlights key work elements of this subtask.

### **Roadway and Intersection Inventory**

The consultant will summarize the existing system of roadways and intersections within the City and adjacent study area. Much of the information will be available from existing plans, GIS, other City data, or aerials. The consultant will also conduct a “windshield” field reconnaissance to review specific transportation issues.

### **Traffic Volume Data**

Existing recent traffic counts will be assembled from the City, WSDOT, Snohomish County, and Arlington. These will be obtained from prior studies and data collection conducted as part of other ongoing City consultant studies. Additional PM peak hour traffic counts will be conducted to supplement the available traffic volume data. The consultant will arrange for up to 35 PM peak hour turning movement counts at study area intersections for use in the evaluation of traffic trends and travel patterns. The count locations will be coordinated with the City and its other consultants at the first project coordination meeting (subtask 1B). The turn movement counts will be conducted by a traffic count vendor. Combined with traffic counts from other sources, approximately 50 intersections will be included in the database. The count data also will be used in calibrating the travel forecast model (Task 5) and traffic operations analyses (Task 4).

Available daily traffic counts will also be reviewed and summarized to illustrate temporal traffic patterns that may affect the systems plan and improvements. The percentage of heavy vehicle traffic in major travel corridors will also be documented based on the daily and peak hour traffic counts. The volume of heavy vehicles may affect the type and/or design of transportation improvements.

### **Collision Data**

The consultant will assemble and analyze collision data from the City, WSDOT, and Snohomish County for the primary study area. The data will cover the most recent three-year period. High accident locations and corridors will be identified. The primary types and possible causes of the collisions will be identified. Collisions involving pedestrians or bicyclists will also be documented.

### **Rail**

We will work with the City and the Burlington Northern Santa Fe Railroad to document the number and type of trains traveling through the City that affect traffic operations in the City. The consultant will also conduct a preliminary review of prior rights at crossings. This will feed into the operations analysis in Task 4.

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### Transit Service, Ridership, and Transportation Demand Management Programs

We will update, as necessary, the inventory of existing transit routes and facilities that serve Marysville. This will include Community Transit and Sound Transit bus service. If readily available, we will document existing transit ridership and the locations of the highest volume bus stops serving the City. We also will refer to the commuter rail service available in Everett. We will also document locations and utilization of park-and-ride lots. Current paratransit services, commute trip reduction, and other rideshare programs will also be summarized.

### Pedestrian and Bicycle Facilities

Based on the City's existing plans and data and discussions with City staff, the consultant will document changes to the pedestrian and bicycle facilities since the prior transportation element was prepared.

### Transportation Improvement Plans

The City's current Six-Year Transportation Improvement Program (TIP) will be reviewed and summarized. This will provide the baseline for the evaluation of future conditions within the City. The consultant also will document WSDOT, Snohomish County, Tulalip Tribe, and other agency improvements that may be applicable to the Marysville Transportation Element.

### Consultant Deliverables:

- *Assemble and document existing roadway and intersections*
- *Assemble and analysis of available recent traffic counts*
- *Conduct PM peak hour turning movement counts at up to 35 intersections*
- *Summary of City, WSDOT, and other agency collision data and documentation of high accident locations*
- *Summary of rail activity in the City*
- *Summaries of transit service and facilities, and rideshare programs*
- *Updates of existing pedestrian and bicycle facilities*
- *Summaries of agency transportation improvement plans*

### City Support:

- *GIS base layers (aerials, streets, speed limits, intersections, sidewalks, functional class, etc.)*
- *Copies of available transportation and land use studies and plans*
- *Copies of recent development traffic impact studies*
- *City accident data*
- *City TIP and other improvement project descriptions and status*

### **Task 4: Traffic Operations Model and Analyses**

The primary objective of this task is to develop a PM peak hour intersection operations analysis tool that is reliable and defensible. The subtasks described below focus on developing a comprehensive Synchro network to support the evaluation of improvement projects and strategies for the update of the Transportation Element. The Synchro model also will provide the City with an analysis tool for future transportation analysis.

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### ***Subtask 4A – Develop Synchro Model***

Using traffic data and information collected under Task 3, the City's current Synchro model will be updated with existing traffic counts, signal timing, and intersection geometry. The City's existing Synchro model network will be expanded to include all key corridors identified jointly with the City as well as those within annexation and urban growth areas. HDR will be responsible for setting up the Synchro network for the downtown area. They will provide that network to Transpo for integration with the overall City Synchro network. For budgeting purposes, it is assumed that the consultant will be responsible for coding up to 35 intersections in the model and the overall model will include approximately 50 intersections (after incorporating the downtown/City Center model). Up to 10 additional intersections may be added to the Synchro model to analyze potential future intersections or areas of congestion.

### ***Subtask 4B – Conduct Field Observations***

Information with respect to vehicle queuing and corridor travel times will be collected for key intersections and concurrency corridors. These will be conducted by a traffic count vendor. The information obtained from these field observations will be used in the validation of the Synchro model.

### ***Subtask 4C – Conduct Existing Operations Analysis***

Using the Synchro model developed in subtask 4A, existing levels of service will be calculated. HDR will provide the existing operations analyses for the intersections downtown/City Center area. The measures of effectiveness reported would include intersection levels of service (LOS), vehicle delay, and intersection volume-to-capacity ratios. Significant traffic queue impacts also will be identified. These will be summarized in tabular and graphical formats. Significant changes from the operations results from the prior plans will be identified and analyzed. These will be reviewed with City staff.

### ***Subtask 4D – Evaluate Future Baseline Conditions and Alternatives***

Using the traffic forecasts described in subtask 5C, future baseline LOS will be calculated. Similar to the existing conditions summary, future intersection operations will be summarized with respect to intersection LOS, vehicle delay, and intersection volume-to-capacity ratios.

The Synchro model will be modified to reflect the transportation improvements identified for the Transportation Element update. The Synchro analysis will be used to further refine the improvements and assist in evaluating the overall improvements to the transportation system.

### ***Subtask 4E – Coordination and Review Meetings***

The consultant will provide summaries of the operations results for review by City staff. We will prepare for and attend two meetings to review the Synchro results. The first meeting will cover existing conditions and the second meeting will cover the forecast conditions.

### **Consultant Deliverables:**

- *An expanded and validated current Synchro analyses tool*

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- *Existing travel time data and queue information*
- *Summary and analyses of existing traffic operations*
- *Summary and evaluation of forecast traffic operations with and without identified improvements*

### City Support:

- *Traffic signal timing for City signals*
- *Review and input on results of existing and forecast traffic operations analyses and simulation*

### **Task 5: Travel Demand Model Refinement and Update**

The overall goals of this task are to convert the existing TModel2 model to VISUM, expand the model coverage area, enhance the model network, refine TAZ boundaries, update existing land use and roadway characteristics, calibrate base year (2007) model, and develop future year (2040) model. The model will be expanded to include Arlington to the north, areas of unincorporated Snohomish County to the east of SR9, SR 2 to the south, and areas of the Tulalip Tribe to the west of I-5.

This task will improve upon the current model to more accurately estimate existing travel patterns and help achieve better model calibration and future forecasts, with added sensitivity to land uses and intersection delays. City staff will provide support in updating the existing land use, developing future land use, and confirming roadway attributes. The task also will provide the City with documentation of the model assumptions and operation, and training.

#### *Subtask 5A – TAZ Refinement and Land Use Data*

This task will provide the data needed to update the base year model. City staff will take the lead in assembling estimates of existing and future housing and employment numbers within the City and Transpo will be responsible for areas outside the City. Geographic Information Systems (GIS) will be used in developing and summarizing the existing and future land use estimates. The subtask will include refinement and expansion of the model transportation analysis zone (TAZ) boundaries, and development of existing and future land use. Inventory and count data assembled in Task 3 will be used in developing the model.

#### **TAZ Refinement**

The existing TAZs will be reviewed and refined to address the City's transportation and land use plans. The TAZs will represent the smallest geographic area for which land use data are summarized. Refining the boundaries of the TAZs will be based on the type of land use, roadway network structure, rail lines, and topographic/environmental features. In certain areas, the existing model TAZs will be divided into smaller zones to the extent that they better support comprehensive and sub-area planning, while also providing enough detail to support the update of the traffic impact fee program.

The model TAZ system will be expanded to the east, west, north, and south. It will include the Tulalip reservation, more of unincorporated Snohomish County, and the City of Lake Stevens. The expanded TAZs will be based off the Snohomish County model TAZs. The TAZ system from the recently updated City of Arlington model will also be included to the north. The TAZ refinements

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will be performed directly in GIS. The resulting GIS files will be provided to the City to enable staff to complete the existing and future land use estimates.

### **Existing and Future Land Use**

City staff will be responsible for the developing estimates of existing (2007) and future (2040) housing and employment numbers within the City. Staff will use the updated GIS files of the TAZ refinements to summarize existing and future land use. County assessor parcel information, recent building permits, Census data, and field surveys will be utilized to update the existing residential units. Employment data from PSRC along with business license information can be used to estimate employment data. Other third party sources, such as InfoUSA, could be used to assist in estimating employment data. The data from InfoUSA would need to be geocoded by address of business and reviewed by the City for reasonableness. Once existing land use data has been assembled, 2030 land use forecasts will be developed by the City. The forecasts would be based on existing zoning, growth targets, and the amount of developable land within the City and UGA. Transpo will review and provide feedback on the resulting land use data.

Land use data for areas outside the City will be developed using a similar methodology as described above, but will be completed by Transpo. Sources of existing and forecast land use data will include the Snohomish County model, Tulalip Tribe, City of Arlington, the City of Lake Stevens, and PSRC.

### ***Subtask 5B - Develop Base Year Model***

This task involves developing the base year (2007) travel demand model that reflects current conditions. The base year travel demand model will be developed using the VISUM software platform. Transpo is teamed with PTV America, the distributors of the VISUM software, to provide support in updating the City model to the VISUM platform and to provide customization features as part of the base year model development.

### **Model Roadway Network**

The model roadway network will be updated and expanded from the existing model to include all arterials and collector roadways in and adjacent to the City. Some local streets within the model area also will be coded, as appropriate. The existing model will be coded to allow potential future arterials and connector roads to be readily added to the network. The model roadway network will be updated to reflect actual characteristics including alignment, type of roadway, speed limits, capacity, and number of lanes. This process may include development of revised capacity estimates and volume-delay functions. Intersection traffic control (signalized versus unsignalized) will be identified along with any restricted turn movements.

### **Trip Generation**

The model trip generation process will remain consistent with the existing process; however, the process will be refined to include modifications to land use categories and trip types to specifically address issues within and surrounding the City. Special generators could be introduced to better account for non-typical land uses within and surrounding the City such as the Tulalip Casino. The trip generation will produce vehicle trips generated during the weekday PM peak hour.

### **Trip Distribution and Assignment**

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The trip distribution process will be consistent with the existing process which uses the gravity model to develop trip tables for the PM peak hour. The trip assignment will incorporate updated external trips from the County's or PSRC model. Volume-delay functions will be reviewed and refined for the City to better replicate actual ground traffic counts on major corridors and arterials. Any significant discrepancies between counted and assigned traffic on a specific link will be reviewed for further adjustment as part of model calibration.

### **Model Validation and Calibration**

A comprehensive validation exercise will be undertaken for the base year model results comparing modeled with recent traffic counts. Comparisons will be made for PM peak hour traffic volumes by road type and screenline. Trip interchanges will be compared against those from the Snohomish County and PSRC models for reasonableness. Some select link or node checks will be performed to ensure the model is simulating actual travel patterns. National calibration standards as documented in several Federal Highway Administration (FHWA) reports will be used to compare how well the model is operating.

### ***Subtask 5C – Develop Forecast Year Model***

The primary objective of this task will be to develop a 2040 forecast model once the base year model network has been fully validated and calibrated. The 2040 housing and employment projections prepared in subtask 5A will be summarized by TAZs and will be incorporated into the model.

### **Future Baseline Scenario**

A future baseline scenario will be constructed and will include roadway projects shown in the City's current Transportation Improvement Program (TIP). Projects listed in TIPs from neighboring jurisdictions will also be included into the future baseline model scenario. The City will provide input on other transportation improvement projects which should be assumed to be completed by 2040 and included in the baseline model. The future baseline model will help estimate long-term traffic volumes and their impact on the existing and future roadway network.

### **Future Alternative Network Scenarios**

The baseline model will be used to evaluate alternative network scenarios that may include regional or local projects that may or may not be built by 2040. Such projects could include changes in access to I-5, widening of existing arterials, construction of new arterials, and impacts of potential connector roads. The City's currently proposed future arterial and connector road system will be the basis for the initial alternative. Based on the baseline and proposed transportation improvement scenarios, other options will be identified and tested to address specific needs and issues. The alternatives will be evaluated using the model to identify the overall need of the improvement by comparing shifts in traffic and volume-to-capacity ratios. The forecast volumes will be further evaluated with the Synchro model as described in subtask 4D.

### ***Subtask 5D - Model Documentation and Meetings***

This task provides the opportunity to obtain feedback from the City on model assumptions and assist the City in understanding model applications and operations. The task also includes a technical report to document the travel demand model update and operation.

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### Model Documentation

The model update will be documented as a stand-alone technical report. This report will comprise all collected data, model inputs, and assumptions that were made throughout the progression of the task. It will also include a summary of the land use data, trip generation and distribution processes, and the overall model assignment and calibration. Maps and graphical displays will be included in the document to better illustrate the model and forecast results. The report will be separated into two main parts: the report body that summarizes each of the steps of the model and (2) appendices that contain additional detailed information on each of the model components.

### Meetings and Training

A total of three meetings will be attended as part of the VISUM model development. Two project team meetings are envisioned to discuss: (1) existing and future land use, and (2) base year model calibration results and future project assumptions. The third meeting will be a full day training session to review model operation and use, and future year forecasts and results. Information developed as part of the final model documentation report will be used as meeting materials. A licensed copy of the VISUM software will be provided to the City.

### Consultant Deliverables:

- *Refined and expanded TAZ system in ArcGIS shapefile format*
- *Guidelines and formats for developing land use estimates*
- *Review of City existing and forecast land use data*
- *Development of existing and forecast land use for areas outside the City*
- *Refined and updated model network*
- *Converted trip generation and distribution processes*
- *Calibration and validation spreadsheets and data*
- *Calibrated 2007 base year model*
- *2040 baseline and alternative networks*
- *Two meetings to review and discuss land use, model calibration, and future year results*
- *Full-day training session to review model use and operation*
- *Training manuals*
- *Model documentation report*
- *VISUM software and license*

### City Support:

- *GIS base layers for the City (aerial, streets, zoning, parcels, etc.)*
- *Summary of existing and future land use estimates for the City by TAZ*
- *Identification of future baseline projects and alternative network scenarios*
- *Input on alternative networks*

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### **Task 6: Transportation Systems Improvement Projects and Programs**

This task will focus on defining the City's transportation systems improvement needs. It will build off of the existing conditions, travel forecasts, and operations analyses. The 2040 baseline condition will be summarized and long-range improvement strategies will be evaluated. Recommendations for long-range transportation improvement projects and programs will be developed.

#### *Subtask 6A - 2040 Framework Plan*

The 2040 travel forecasts (Task 5) and operations analysis (Task 4) will be summarized to establish a framework for future transportation needs. The framework plan will take into account the existing transportation plans of the City and other agencies. The framework plan will also be used to compare planning level costs of a new bridge across Quilceda Creek and improvements in the 108<sup>th</sup>/116<sup>th</sup> Street corridor versus widening 88<sup>th</sup> St/Ingraham Blvd from 3 to 5 lanes. A summary of the framework for the transportation improvement plan will be reviewed with the City prior to refinement in subtask 6B.

#### *Subtask 6B - Prepare Transportation Improvement Project List*

##### **Transportation Improvement Projects**

Based on the results and direction from subtask 6A, a draft list of transportation improvement projects and programs will be prepared. Improvement projects and programs will also be defined to address traffic safety, non-motorized travel, bus transit service, rail crossings, and long-range opportunities for commuter rail. The improvement projects will be coded into the travel demand model to finalize forecasts for the 2040 recommended plan. The forecasts will be evaluated using Synchro to confirm the final improvement strategies for the Transportation Element. As appropriate, the improvement projects will be refined to resolve issues at specific locations. A phasing/implementation program will be defined to assist the City in preparing its Six-Year Transportation Improvement Programs.

In addition to the specific improvement projects, we will define broader transportation program needs. These could address the following types of programs:

- Maintenance and operations
- Sidewalk rehabilitation and ADA compliance
- Neighborhood traffic control

Estimates of annual outlays for these types of programs will be developed through coordination with City staff.

##### **Cost Estimates**

Planning level cost estimates will be prepared based on local area construction cost data provided by the City. We will conduct a brief field survey of key projects to identify any environmental or other issues that could affect the cost estimates. We also will account for costs associated with additional right-of-way needs. The resulting planning level cost estimates will provide a reasonable foundation for the financial plan and implementation program.

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### Priority

Each improvement project will be assigned a relative priority (e.g. high, medium, low) and anticipated timing (e.g. short, medium, long). The priority and timing will be based on goals and policies of the existing plan, input during the plan update, and the potential for funding.

### Project List

The draft improvement projects and associated information will be summarized in tabular form. The projects will be mapped in GIS to illustrate the locations and relationships of the improvements.

### Consultant Deliverables:

- *Summaries of forecast traffic volumes and operations for baseline condition and with alternative improvement strategies*
- *Framework for 2040 transportation systems plan*
- *Comprehensive list of transportation improvement projects and programs*
- *Planning level cost estimates and priorities*
- *Preliminary implementation and phasing plan, pending financial analyses*
- *GIS layer showing improvement projects*

### City Support:

- *Input on alternative improvements from current and prior plans*
- *Cost estimating parameters from recent projects and for the Six Year TIP*
- *Review and input on priorities and timing of improvements*

## **Task 7: Transportation Finance Program and Update Traffic Impact Fee**

This task of the work program provides an assessment of strategies to fund implementation of the updated Transportation Element, including updating the City's traffic impact fee program. The update of the traffic impact fee program will consider multiple districts based on improvement project needs and travel patterns. The analysis will be based on the refined travel forecast model and project list/cost estimates.

### *Subtask 7A – Document Existing Transportation Revenues and Expenditures*

The City will provide the consultant summaries of revenues and expenditures related to transportation covering the past 3 to 4 years. Revenues will include fuel tax revenues, traffic impact fees, general funds, grants, and other transportation funding. Expenditures will include capital projects, maintenance, operations, administration, and other costs related to its transportation system.

The revenues and expenditures will be summarized for use in extrapolating potential future funding levels from existing sources. Estimates of future revenues from these sources will be prepared and reviewed with appropriate City staff. Estimates of future expenditures for maintenance, operations, and administration also will be provided by the City.

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### *Subtask 7B – Update Traffic Impact Fee Program*

A key part of the update is to improve the City's traffic impact fee (TIF). The primary objectives are to ensure that there is a nexus between a development and the transportation improvements and that the fees are proportional to the impacts of the development. In addition, the impact fee program needs to address the annexation areas and interlocal agreements.

#### **Identify TIF Projects and Cost Share**

The first step in updating the TIF will be to define the improvement projects that will be included in the fee program. The impact fee projects must be needed to serve new growth. Projects that only resolve existing deficiencies will not be included in the TIF. The decision on improvement projects will consider the City's level of service (LOS) standards, since the LOS standard is critical in defining existing deficiencies and the relative "growth share" of proposed improvements.

The travel forecasting model will be used to define the traffic components of each impact fee eligible improvement project. The forecast traffic at each project will be defined in terms of existing versus growth traffic. The model will also be used to identify traffic generated within the City versus through traffic. These results will be used to help define the proportion of the improvement cost of each project that is eligible for the TIF.

#### **Evaluate TIF Structure**

The City and its Urban Growth Area (UGA) will be divided into potential options for TIF districts based on land uses, the level of growth, the relative impacts of the growth for each of the improvement projects, and travel patterns. The districts will be comprised of one or more TAZs. We will test up to three various district concepts to evaluate the nexus and proportionality requirements based on growth rates, travel patterns, and impacts of through traffic.

The TIF analysis also will evaluate differences using daily or PM peak hour as the basis of the fee. This will consider developments that will benefit from improvements but do not affect PM peak hour conditions to the same extent. Technical issues, if any, in applying the model for daily analyses will be evaluated.

#### **Calculate Impact Fee Rates**

Once the district configuration and option for daily or peak hour has been defined, we will calculate the maximum impact fee for each district. This will be calculated by dividing the district's share of TIF costs by the growth in traffic within each district. The maximum TIF for each district will be converted to a cost per unit development using *Trip Generation*, Institute of Transportation Engineers, or other trip generation data.

#### **Documentation**

The TIF update will be summarized in the Transportation Element. In addition, a brief technical memorandum will be prepared to document the process and assumptions, and define its application to individual developments.

Following approval of the updated TIF program and results, the consultant will assist the City in revising its traffic impact fee ordinance.

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### *Subtask 7C – Define Funding Strategies and Summarize Financing Program*

Based on the levels of existing revenues versus expenditures and the likely maximum level of anticipated funding through the TIF, other potential funding options will be evaluated. These will include:

- Partnering with state or other agencies to fund improvements
- State or federal grants
- SEPA mitigation
- Frontage improvements
- Local or Road Improvement Districts
- Business Improvement Districts or Special Assessment Districts

The draft financing program will be summarized in tabular form. As required by GMA, the Transportation Element must identify a reassessment strategy if anticipated funding is not sufficient to cover the total costs of the improvement projects and programs. We will define implementation strategies and associated policies to meet that requirement. This may include revisiting level of service standards, growth assumptions, project priorities, phasing of improvements, or other options. We also will assist the City in defining projects that could be effectively partnered with WSDOT and/or Snohomish County.

#### Consultant Deliverables:

- *Summaries of forecast revenues and expenditures based on historical trends*
- *Comparison of traffic impact fee options based on updated project list*
- *Defined traffic impact fee districts and maximum potential fee calculations*
- *Documentation of traffic impact fee methodology process and results*
- *Assistance in revising traffic impact fee ordinance*
- *Summary of overall financing program and reassessment strategy for Transportation Element*

#### City Support:

- *Summaries of City's transportation revenues and expenditures for past 3 to 4 years*
- *Direction/ review on traffic impact fee program*
- *Review of overall financing program for Transportation Element*
- *Lead in updating City's impact fee ordinance*

### **Task 8: Transportation Policies and Concurrency Management Program**

The consultant will review the City's existing transportation policies to ensure they are consistent with the revised transportation strategies and financing program. A focus will be on the City's transportation concurrency program and level of service standards.

#### *Subtask 8A – Transportation Policy Review*

The consultant will conduct a brief review of the City's existing transportation policies. We will identify areas that may need revisions or strengthening based on the updated travel forecasts, operations, project list, connector road plan, or financing program.

## Exhibit A

The consultant will provide draft changes for review by the City. Based on City comments/direction, we will finalize the policies for inclusion in the draft Transportation Element.

### *Subtask 8B – Level of Service and Concurrency Management Program*

The City's existing level of service standards and transportation concurrency management (TCM) program will be reviewed throughout the update of the Transportation Element. This will lead to potential options for refining the existing program to better align with the City's overall Comprehensive Plan goals and vision.

The consultant and City will review the objectives for its levels of service standards and concurrency program. Based on these objectives we will present two possible strategies for alternative level of service/transportation concurrency management (LOS/TCM) programs. These will be discussed with the City to establish a framework for potentially modifying the existing program.

The consultant will develop a draft LOS/TCM program concept, including definition of which corridors will be included; the methods and data needs for the evaluation; and the proposed standards. The consultant will review the draft LOS/TCM program with City staff and others, as appropriate. Based on comments, the draft program concept will be refined for presentation to the Planning Commission/City Council.

The consultant will assist City staff in defining modifications to its concurrency review process and development review program. This will focus on changes in traffic impact study requirements and City data/review processes.

### Consultant Deliverables:

- *Recommended changes to or new policies to support implementation and consistency of the Transportation Element*
- *Up to three potential strategies for modifying the City's existing LOS/TCM program.*
- *Draft concept for a revised LOS/TCM program.*
- *Input on likely changes to existing development review and concurrency evaluation programs*

### City Support:

- *Electronic files of existing Transportation Element policies*
- *Input on current development review program and objectives for concurrency*
- *Direction/comment on LOS/TCM options*
- *Lead role in modifying traffic impact study and concurrency review processes*

## **Task 9: Transportation Element Documentation**

Task 9 is used to assemble the draft and final Transportation Element. It builds on the full range of analyses and input from all phases of the project.

## Exhibit A

### *Subtask 9A - Update Transportation System Plans*

The updated Transportation Element will be updated to reflect changes in the transportation systems plan for various modes, including:

- Streets and highways
- Freight system
- Pedestrian and bicycle
- Public Transportation and Transportation Demand Management

Each of these system plans will be updated consistent with the identified transportation improvement projects, financing plan, and the updated goals and policies. A discussion of implementation strategies will also be provided.

#### **Street and Highway Systems**

The Street and Highway System will identify improvement projects for resolving existing and future roadway capacity and safety deficiencies. The roadway functional classification will also be reviewed and updated to support the overall transportation system.

The project list will include identification of potential new arterials and connector road systems to support future growth expected in the City study area. This will help to reserve future roadway corridors. The project list will also include roadway widening projects and major intersection/operation enhancements.

As presented above in subtask 6B, planning level cost estimates and relative priorities will be assigned to each project. The priorities will take into account existing deficiencies, relationships with other transportation/land use projects, public support, and project financing options based on City goals and policies. Projects will be identified into short, medium, and long-range time horizons to support the development of the City's Six-Year Transportation Improvement Plan. The final transportation project list will be incorporated into the Transportation Element.

#### **Freight Systems**

Truck routes serving the City will be reviewed and updated, as needed, to be consistent with the revised goals and policies. Policies related to use of City streets by trucks and truck parking also will be revised, as necessary. The need for improvements at at-grade crossings of state highways and City streets within the study area will be identified.

#### **Pedestrian and Bicycle Systems**

As needed, the pedestrian and bicycle systems plans will be revised. This will be a limited effort with input from the City. Sidewalk locations and bicycle routes will be reviewed and updated. This will focus on incorporating new links or reflecting changes in non-motorized facilities associated with roadway projects.

#### **Public Transportation System and Transportation Demand Management**

Transit strategies identified in the project list will be summarized. These will include identification of potential new routes and additional service on existing routes. Transit options to serve forecast growth areas as well as existing needs will be identified. Longer-range options for commuter rail

## Exhibit A

service will be included. The public transportation system plan will be coordinated with the street and highway, and non-motorized improvements to make sure these elements help support the proposed transit service programs. The Transportation Element will identify relative priorities and timing for each strategy. Strategies to reduce traffic volumes through transportation demand management programs will also be documented.

### *Task 9B - Prepare Draft and Final Transportation Element*

The updated multimodal transportation system projects and programs, the goals and policies, and the financial plan will be brought together into a preliminary draft 2008 Transportation Element. It will focus on transportation improvement projects and programs needed to meet the short- and long-term transportation needs for the City. It will also include summary documentation of the existing conditions and travel forecasts.

The preliminary draft will be provided to City staff for review in electronic format (e.g., a Microsoft Word or and Adobe Acrobat PDF file). Based on comments, a draft final Transportation Element document will be prepared for review by the Planning Commission and City Council. Up to twenty bound copies and one unbound camera-ready copy, and an electronic copy of the Transportation Element will be transmitted to the City for review.

Following review and comment by the Planning Commission and/or City Council, the Transportation Element will be finalized and transmitted to the City.

### *Consultant Deliverables:*

- *Draft Transportation Element report (up to 20 bound copies and an electronic version)*
- *Final Transportation Element (10 bound copies and an electronic version)*

### *City Support:*

- *Direction and file formatting of the Transportation Element to be consistent with Comprehensive Plan*
- *Review and input on draft Transportation Element*
- *Distribution of draft report*
- *Assemble and consolidate comments on the draft document*

**Exhibit B**  
**City of Marysville Transportation Element and Traffic Impact Fee Update**  
Hours and Cost Estimate  
**The Transpo Group**

Phase /Task Billing Rate	Estimated Hours							Total Estimated Hours	Estimated Labor Cost	Vendor/ Subconsultant Costs mark-up @ 15%	Other Direct Costs mark-up @ 15%	Total Estimated Costs	Percent of Total
	Project Manager/ Principal \$ 215	Senior Engineer/ Planner \$ 160	Senior Engineer/ Planner 1 \$ 130	Engineer/ Planner Support \$ 100	Word Proc/Admin Support \$ 75								
<b>Task 1 - Project Management and Coordination</b>													
1A - Project Management	10				10		20	\$ 2,900				\$ 2,900	
1B - Project Coordination (4 meetings)	20	8		8			36	\$ 6,380	\$ 500	\$ 130		\$ 7,010	
<b>Total Task 1</b>	<b>30</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>10</b>	<b>56</b>	<b>\$ 9,280</b>	<b>\$ 500</b>	<b>\$ 130</b>		<b>\$ 9,910</b>	<b>4%</b>
<b>Task 2 - Agency and Public Engagement Program</b>													
2A -Stakeholder Meetings (4)	20	16		8	8		52	\$ 8,260	\$	\$ 130		\$ 8,390	
2B - Planning Commission / City Council (4)	20	20		12	12		64	\$ 9,600	\$	\$ 130		\$ 9,730	
<b>Total Task 2</b>	<b>40</b>	<b>36</b>	<b>0</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>116</b>	<b>\$ 17,860</b>	<b>\$ -</b>	<b>\$ 260</b>		<b>\$ 18,120</b>	<b>8%</b>
<b>Task 3 - Update Existing Conditions</b>													
3A - Review Existing Studies and Plans	4	4		8			16	\$ 2,300				\$ 2,300	
3B - Assemble and Analyze Traffic Data	4	4	16	60	16		100	\$ 10,780	\$	\$ 4,890		\$ 15,670	
<b>Total Task 3</b>	<b>8</b>	<b>8</b>	<b>16</b>	<b>68</b>	<b>16</b>	<b>16</b>	<b>116</b>	<b>\$ 13,080</b>	<b>\$ -</b>	<b>\$ 4,890</b>		<b>\$ 17,970</b>	<b>8%</b>
<b>Task 4 - Traffic Operations Model and Analyses</b>													
4A - Develop Synchro Model		8		50			58	\$ 6,280				\$ 6,280	
4B - Conduct Field Observations				8			8	\$ 800	\$ 2,900			\$ 3,700	
4C - Conduct Existing Operations Analyses	2	4		8			14	\$ 1,870				\$ 1,870	
4D - Evaluate Future Baseline and Alternatives (Synchro )	4	16		60			80	\$ 9,420				\$ 9,420	
4E - Coordination and Review Meetings (2)	4	8		8			20	\$ 2,940	\$	\$ 60		\$ 3,000	
<b>Total Task 4</b>	<b>10</b>	<b>36</b>	<b>0</b>	<b>134</b>	<b>0</b>	<b>0</b>	<b>180</b>	<b>\$ 21,310</b>	<b>\$ 2,900</b>	<b>\$ 60</b>		<b>\$ 24,270</b>	<b>11%</b>

**Exhibit B**  
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Hours and Cost Estimate  
The Transpo Group

Phase /Task Billing Rate	Estimated Hours					Total Estimated Hours	Estimated Labor Cost	Vendor/ Subconsultant Costs mark-up @ 15%	Other Direct Costs mark-up @ 15%	Total Estimated Costs	Percent of Total
	Project Manager/ Principal \$ 215	Senior Engineer/ Planner \$ 160	Senior Engineer/ Planner 1 \$ 130	Engineer/ Planner Support \$ 100	Word Proc/Admin Support \$ 75						
<b>Task 5 - Travel Demand Model Refinement and Update</b>											
5A - TAZ Refinement and Land Use Data	2	24	20	48	2	96	\$ 11,820		\$ 500	\$ 12,320	
5B - Develop Base Year Model	4	48	24	240	2	318	\$ 35,810	\$ 3,450		\$ 39,260	
5C - Develop Forecast Year Model	4	20	16	40	2	82	\$ 10,290			\$ 10,290	
5D - Model Documentation and Meetings (3)	4	40	20	24	6	94	\$ 12,710	\$ 1,730	\$ 5,590	\$ 20,030	
<b>Total Task 5</b>	<b>14</b>	<b>132</b>	<b>80</b>	<b>352</b>	<b>12</b>	<b>590</b>	<b>\$ 70,630</b>	<b>\$ 5,180</b>	<b>\$ 6,090</b>	<b>\$ 81,900</b>	<b>36%</b>
<b>Task 6 - Transportation Systems Improvement Projects and Programs</b>											
6A - 2030 Baseline Conditions and Evaluation of Improvements	8		8	24	4	44	\$ 5,460			\$ 5,460	
6B - Prepare Transportation Improvement Project List	4	4	8	40	4	60	\$ 6,840			\$ 6,840	
<b>Total Task 6</b>	<b>12</b>	<b>4</b>	<b>16</b>	<b>64</b>	<b>8</b>	<b>104</b>	<b>\$ 12,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,300</b>	<b>5%</b>
<b>Task 7 - Transportation Finance Program and Update Traffic Impact Fee</b>											
7A - Document Existing Transportation Revenues and Expenditures	8			48	2	58	\$ 6,670			\$ 6,670	
7B - Update Traffic Impact Fee Program	40	12		40	4	96	\$ 14,820			\$ 14,820	
7C - Define Funding Strategies and Summarize Financing Program	24	4	16	8	4	56	\$ 8,980			\$ 8,980	
<b>Total Task 7</b>	<b>72</b>	<b>16</b>	<b>16</b>	<b>96</b>	<b>10</b>	<b>210</b>	<b>\$ 30,470</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,470</b>	<b>13%</b>
<b>Task 8 - Transportation Policies and Concurrency Management Program</b>											
8A - Transportation Policy Review	8				2	10	\$ 1,870			\$ 1,870	
8B - Level of Service and Concurrency Management Program	48	8	8	16	4	84	\$ 14,540			\$ 14,540	
<b>Total Task 8</b>	<b>56</b>	<b>8</b>	<b>8</b>	<b>16</b>	<b>6</b>	<b>94</b>	<b>\$ 16,410</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,410</b>	<b>7%</b>

**Exhibit B**  
**City of Marysville Transportation Element and Traffic Impact Fee Update**  
**Hours and Cost Estimate**  
**The Transpo Group**

Phase /Task	Estimated Hours					Total Estimated Hours	Estimated Labor Cost	Vendor/ Subconsultant Costs mark-up @ 15%	Other Direct Costs mark-up @ 15%	Total Estimated Costs	Percent of Total
	Project Manager/ Principal	Senior Engineer/ Planner	Senior Engineer/ Planner 1	Engineer/ Planner Support	Word Proc/Admin Support						
Billing Rate	\$ 215	\$ 160	\$ 130	\$ 100	\$ 75						
<b>Task 9 - Transportation Element Documentation</b>											
9A - Update Transportation Systems Plans	8	4	12	20	8	52	\$ 6,520			\$ 6,520	
9B - Prepare Draft and Final Transportation Element	20	4	8	12	32	76	\$ 9,580	\$ 860		\$ 10,440	
<b>Total Task 9</b>	<b>28</b>	<b>8</b>	<b>20</b>	<b>32</b>	<b>40</b>	<b>128</b>	<b>\$ 16,100</b>	<b>\$ -</b>	<b>\$ 860</b>	<b>\$ 16,960</b>	<b>7%</b>
<b>Total Estimated Hours</b>	<b>270</b>	<b>256</b>	<b>156</b>	<b>790</b>	<b>122</b>	<b>1594</b>	<b>\$ 207,440</b>	<b>\$ 8,580</b>	<b>\$ 12,290</b>	<b>\$ 228,310</b>	<b>100%</b>
<b>Total Estimated Labor Costs</b>	<b>\$ 58,050</b>	<b>\$ 40,960</b>	<b>\$ 20,280</b>	<b>\$ 79,000</b>	<b>\$ 9,150</b>	<b>\$ 207,440</b>					
<b>Vendors, Subs, and Direct Costs (@15% mark-up)</b>										<b>\$ 20,870</b>	
<b>Total Estimated Costs</b>	<b>\$ 58,050</b>	<b>\$ 40,960</b>	<b>\$ 20,280</b>	<b>\$ 79,000</b>	<b>\$ 9,150</b>	<b>\$ 228,310</b>					



**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND THE TRANSPO GROUP, INC.  
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and The Transpo Group, 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 herein below, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with consulting services to

update the City's Transportation Element and Traffic Impact Fee Program 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 Transportation Element and Traffic Impact Fee Program Update 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 per the schedule by May 30, 2008, 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 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 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, voiced, 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 \$228,310.00. 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  
ATTN: John Tatum  
80 Columbia Avenue  
MARYSVILLE, WA 98270

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

The Transpo Group, Inc  
ATTN: Larry W Toedtli, P.E.  
11730 118<sup>th</sup> Avenue NE, Suite 600  
Kirkland, WA 98034

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 \_\_\_\_\_

The Transpo Group, Inc. CONSULTANT

BY Larry W. Toedtli 7/5/07  
Principal and Officer

Approved as to form:

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 2007**

AGENDA ITEM: Amendment Code 11.04 to Set Speed Zone Authority	AGENDA SECTION:	
PREPARED BY: John Tatum, Traffic Engineer	AGENDA NUMBER:	
ATTACHMENTS:  Proposed Code revision	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: N/A	

This amendment to Marysville Municipal Code establishes authority and procedure for Public Works to establish speed zones consistent with RCW. It has been revised and approved by staff of the City Attorney.

RECOMMENDED ACTION: Staff recommends City Council authorize the amendment to the MMC 11.04 for the setting of speed limits conforming to RCW.
COUNCIL ACTION:

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING CHAPTER 11.04 OF THE MARYSVILLE MUNICIPAL CODE ADDING A NEW CODE SECTION CODIFIED AS 11.04.36, 11.04.037, and 11.04.038 REGARDING THE SETTING OF SPEED LIMITS AND SEVERABILITY.

WHEREAS, the Revised Code of Washington (RCW) in the Model Traffic Code, adopted by the City, provides in RCW 46.61.415 that the local authority may after an engineering and traffic investigation by a traffic engineer increase or decrease maximum speed limits; and

WHEREAS, the City Council finds that the of setting speeds is more efficiently set by the City Public Works and desires to authorize speed setting authority to the Public Works Director; therefore,

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

Section 1. Chapter 11.04 is hereby amended to add new sections codified as 11.04.036, 11.04.037, and 11.04.038 shall read as follows:

**11.04.036 State law application – Limitations.**

The state traffic laws regulating the speed of vehicles shall be applicable upon all streets within this city, except as this chapter, as authorized by state law, declares and determines upon the basis of engineering and traffic investigation that certain speed regulations shall be applicable upon specified streets or in certain areas, in which event it is unlawful for any person to drive a vehicle at a speed in excess of any speed so declared in this chapter when signs are in place giving notice thereof.

**11.04.037 Speed limit decreases and Increases – Authorized.**

A. Whenever the Marysville public works director or his designatee determines on the basis of an engineering and traffic investigation that the maximum speed limits permitted by law upon the public streets, roads or alleys of the city are greater /or less than is reasonable and safe under the conditions found to exist upon a public street, road or alley, the public works director or his

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/wpf/mv/ord.amend 11.04 setting speed limit 070207

designated subordinate may determine and declare a reasonable and safe maximum speed limit thereon which may:

1. Decreases the limit at intersections; or
2. Increases the limit but not to more than sixty miles per hour; or
3. Decreases the limit but not to less than twenty miles per hour.

B. Any decreased or increased speed limit as authorized by subsection A of this section shall be effective when appropriate signs giving notice thereof are erected. Such maximum speed limit may be declared to be effective at all times or at such times as are indicated upon such sign; and differing limits may be established for different times of the day, different types of vehicles, varying weather conditions, and other factors bearing on safe speeds, which shall be effective when posted upon appropriate fixed or variable signs.

**11.04.038 Change of existing speed limits - When effective.**

Speed limits in effect on the date of the adoption of this chapter shall remain in effect until the director of public works shall change speed limits under the provisions of this chapter or when the Marysville City Council shall, by ordinance, institute speed limit changes and when such changes, in either case, are posted. Any new speed limit will become effective upon posting consistent with the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways as adopted by WSDOT. No speed limit change is effective until posted.

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
, City Clerk

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Approved as to form:

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

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_ 5 days after publication

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/wpf/mv/ord.amend 11.04 setting speed limit 070207

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 2007**

AGENDA ITEM: Amendment to Chapter 14.19, Section 080(1) of the Marysville Municipal Code	AGENDA SECTION:	
PREPARED BY: Kevin Nielsen, Asst. Public Works Director	AGENDA NUMBER:	
ATTACHMENTS: 1. Ordinance No. _____	APPROVED BY:	
	 MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The attached ordinance is proposing an amendment to Chapter 14.19, Section 080(1) of the Marysville Municipal Code. The proposed ordinance would modify the Reductions and Appeals Section by allowing property that is owned by the City of Marysville, as identified by the Snohomish County Assessor's Office, to be eligible for a 100% reduction in the surface water utility rate applied.

RECOMMENDED ACTION: Staff recommends Council approve Ordinance No. _____ to amend MMC Chapter 14.19, Section 080(1).
COUNCIL ACTION:

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING CHAPTER 14.19.080 OF THE MARYSVILLE MUNICIPAL CODE, RELATING TO POLICIES AND PROCEDURES FOR THE CITY'S SURFACE WATER UTILITY.

WHEREAS, the City has an existing storm and surface water utility which imposes storm and surface water charges; and

WHEREAS, the City has proposed an amendment to Chapter 14.19.080 of the Marysville Municipal Code, which will improve the efficiency of the regulation and administration of the City's surface water utility.

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

Section 1. Section 14.19.080 (1) of the Marysville Municipal Code is hereby amended to read as follows:

**14.19.080 Reductions and appeals**

(1) Reductions

Any surface water utility customer making a timely payment of the City's total utilities bill may apply to the Department of Public Works Surface Water Division for a reduction in their rate. All reductions are applicable from the date the City approves the reduction and are not retroactive. Reductions shall only be allowed pursuant to the criteria set forth below in subsections (1) (a) – (f). The Director shall make a written decision on a written request for a reduction within 30 days after receipt of the information, except when additional information is needed in which case the decision shall be made within 90 days after receipt of the request. The applicant shall be notified in writing of the Director's decision. The burden of proof is on the customer to provide the appropriate documentation to request the utility reduction. If at anytime, the reduction may not be applicable, the reduction may be reevaluated and removed by the Director.

(a) Senior Citizen low-income and/or disabled low-income. Senior Citizen low-income and/or disabled low-income customers may receive a rate reduction pursuant to Ch. 3.63 MMC.

(b) Public education institutions. Publicly funded primary and secondary educational institutions that educate and inform their students about the importance of our surface and ground water resources may be eligible for a reduction in their storm and surface water utility

ORDINANCE - 1

rates in an amount of up to 100%. The goal is to reach all students within a school with this information at least once during their time at any one school. The rationale behind this credit is that the information provided by the school will translate into appreciation and stewardship of water resources and thereby reduce negative impacts on local streams, ponds and lakes that can result from uninformed citizens. The curriculum requirements shall be set forth in a contract provided by the education institution and shall include, at a minimum, information on the cause and effects of storm water pollution. The educational institution is responsible for providing all documentation that demonstrates the environmental education curriculum taught is above and beyond state requirements. In order to qualify for the reduction, the educational institution must submit a curriculum plan to the City Council, which shall determine the amount of the reduction based on the scope, cost, and anticipated effectiveness of the plan. The reduction will be applicable for five years but may be extended by the City Council based on submittal of an updated curriculum plan and documentation of the effectiveness of the preceding plan.

(c) Low Impact Development. Properties using low impact development techniques as recommended in the Marysville Municipal Code may be eligible for a reduction in their surface water utility rate, as authorized pursuant to said Code provisions.

(d) State highway. State highways shall be eligible for a reduction in the surface water utility rate pursuant to RCW 90.03.525.

(e) Rainwater Harvesting System. Pursuant to RCW 35.92.020 (3), the surface water utility rate shall be reduced by a minimum of ten percent for any new or remodeled commercial building that utilizes a permissive rainwater harvesting system. Rainwater harvesting systems shall be properly sized to utilize the available roof surface of the building. The Director shall consider rate reductions in excess of ten percent dependent upon the amount of rainwater harvested divided by the mean annual runoff volume generated by the total impervious surface area at the parcel.

(f) City owned property. Property that is owned by the City of Marysville as identified by the Snohomish County Assessor's office shall be eligible for a 100% reduction in the surface water utility rate.

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23<sup>th</sup>, 2007**

AGENDA ITEM: Surplus Item-15 Toro Vari-Time Irrigation Control Satellites	AGENDA SECTION:	
PREPARED BY: Peter Colleran, Golf Course Superintendent	AGENDA NUMBER:	
ATTACHMENTS: Resolution declaring certain items to be surplus	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: TBA	

The 15 Toro Vari-Time Irrigation Control Satellites were part of the Cedarcrest Golf Course irrigation system during the 1980s and 1990s. The satellites have not been used on the golf course since the mid-1990s and are presently being stored at the Cedarcrest Maintenance Building. The components are not compatible with the system now in operation.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign Resolution No. _____ declaring these items to be surplus and authorizing the sale or disposal thereof.
COUNCIL ACTION:

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING  
CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS  
AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON AS FOLLOWS:

The items of personal property listed below are hereby declared to be surplus  
and are of no further public use or necessity.

Year	Make	Model	Description	Quantity
1980s	Toro	#186-56-04	Irrigation Satellites	15

The City is hereby authorized to sell or dispose of the above referenced items in  
a manner, which in the discretion of the Fleet and Facilities Manager nets the  
greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of  
\_\_\_\_\_ 2007.

CITY OF MARYSVILLE

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**City Council Meeting Date: July 23, 2007**

AGENDA ITEM: <b>State Avenue 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvements – Purchase of Wetland Mitigation Credits</b>	AGENDA SECTION: New Business	
PREPARED BY: Patrick Gruenhagen, P.E., Project Manager	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Buy/Sell Agreement for Purchase of Wetland Mitigation Credits from Habitat Bank, LLC</li> <li>• Literature on “Snohomish Basin Mitigation Bank”</li> </ul>	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 30500030.563000 / R-0301	AMOUNT: \$27,608.00	

Final design for the City’s State Avenue 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvement Project is under way and soon to be complete. During the course of permitting and environmental review, it became apparent that the proposed project would impact roadside ditches along the corridor that are classified as Category IV wetlands. Because of this impact, totaling 0.203 acres, the City is required to provide wetland mitigation at ratios that are established by City Code and, specifically, the City’s Critical Areas Ordinance.

In light of the fact that no viable wetland mitigation sites exist along the corridor, the City proposes to purchase mitigation credits from the “Snohomish Basin Mitigation Bank” near Monroe, which is the first approved bank of its kind in Washington state. (See attached brochures.) The proposal to purchase mitigation credits has been approved within the project’s SEPA Mitigated Determination of Nonsignificance, issued March 17, 2007, and by the US Army Corps of Engineers in its issuance of Nationwide Permit 14 on March 1, 2007. As a result, staff recommends that the Council consider authorizing the Mayor to sign the enclosed Buy/Sell Agreement with Habitat Bank, LLC. The corresponding Bill of Sale and Closing Agreement documents are included for the sake of reference, and will be completed at a later date (upon closing).

**RECOMMENDED ACTION:**

Staff recommends that Marysville City Council authorize the Mayor to sign the enclosed Buy/Sell Agreement with Habitat Bank, LLC, in the amount of \$27,608.00.

**COUNCIL ACTION:**

**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT  
SNOHOMISH BASIN MITIGATION BANK**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between HABITAT BANK, LLC, a Washington limited liability company (“Bank Sponsor”), and CITY OF MARYSVILLE a municipal corporation (“Buyer”) (collectively “Parties”).

**1. RECITALS**

- 1.1. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), Bank Sponsor has established a wetland mitigation bank known as the “Snohomish Basin Mitigation Bank” (“SBMB”).
- 1.2. The SBMB is established to operate within a portion the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the SBMB’s “Service Area.”
- 1.3. The purpose of the SBMB is to provide off-site mitigation for unavoidable impacts to wetlands associated with certain development activity within the Service Area.
- 1.4. Bank Sponsor is authorized by the Permitting Authorities to operate the SBMB and to obtain, hold, sell, and transfer wetland mitigation credits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.5. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.6. Buyer wishes to purchase from Bank Sponsor and Bank Sponsor wishes to sell to Buyer one or more Mitigation Credits from the SBMB for the Project on the terms and conditions contained in this Agreement.

**2. AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Bank Sponsor and Buyer agree as follows:

## 2.1. *Purchase/Sale of Mitigation Credits*

- 2.1.1. **Purchase/Sale.** Bank Sponsor hereby sells to Buyer and Buyer hereby buys from Bank Sponsor seventeen hundredths ( 0.17 ) Mitigation Credits upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).
- 2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be Twenty Seven Thousand Six Hundred Eight and 00/100 Dollars (U.S. \$27,608.00) (“Purchase Price”).
- 2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Bank Sponsor at Closing, as described in Section 2.5.2 below, and as otherwise provided in this Agreement.

## 2.2. *Buyer’s Obligations/Limitation on Transfer of Mitigation Credits/Project Information.*

- 2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Bank Sponsor provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Bank Sponsor shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

- 2.2.2. **Project.** *[to be completed by Buyer]* The Project, Permit(s), and related information is as follows:

2.2.2.1. Buyer’s name, address, & telephone number: City of Marysville, 1049 State Avenue, Marysville, Washington 98270

2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s), & facsimile number(s):

City of Marysville Community Development, 80 Columbia Avenue, Marysville Washington, 98270 (SEPA Review)  
Phone: 360.363.8100 Fax: 360.363.8284

US Army Corps of Engineers, Seattle District, P.O. Box 3755, Seattle, Washington, 98124-3755  
Phone: 206.764.6907

2.2.2.3. Permit(s) Number(s): SEPA MDNS (PA 07005), issued March 17, 2007  
USACE Nationwide Permit 14, issued March 1, 2007

2.2.2.4. Project Name & Location: State Avenue (Smokey Point Boulevard) 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvements, Marysville, Washington

2.2.2.5. Brief Description of Impact(s) to be Compensated for by the Project Mitigation Credits: Filling of 0.203 acres of Category IV wetlands in the form of roadside ditches that reside predominantly along the east side of the corridor.

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Bank Sponsor may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2 and the Permitting Authorities.

### 2.3. *Title/Risk of Loss*

2.3.1. **Conveyance.** At Closing, Bank Sponsor shall by execution of the Bill of Sale, described in Section 2.5.4.2 below, convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein.

2.3.2. **Risk of Loss.** Bank Sponsor shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

### 2.4. *Representations and Warranties*

Bank Sponsor represents and warrants to Buyer that:

2.4.1. Bank Sponsor is authorized by the Permitting Authorities to operate the SBMB and to obtain, hold, sell, and transfer Mitigation Credits; and

2.4.2. Bank Sponsor owns the Project Mitigation Credits and has the right to sell said credits to Buyer.

### 2.5. *Closing & Escrow*

2.5.1. **Deposit with Escrow Agent.** Bank Sponsor shall promptly after the effective date of this Agreement deposit an executed copy of this Agreement with Woodinville Escrow, Inc., 17330 – 135<sup>th</sup> Avenue N.E., Suite 1A, Woodinville, WA 98072 (425-483-4171) (“Escrow Agent”).

2.5.2. **Closing and Closing Date.** The closing of the purchase and sale of the Project Mitigation Credits (“Closing”) shall be held, and delivery of all items to be made at Closing under the terms of this Agreement shall be made, at the offices of Escrow Agent within ten (10) days after the effective date of this Agreement (“Closing Date”).

2.5.3. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Bank Sponsor and Buyer.

2.5.4. **Delivery by Bank Sponsor.** Prior to the Closing Date and in a manner consistent

with all other terms of this Agreement, Bank Sponsor shall deliver to Escrow Agent:

- 2.5.4.1. a fully executed copy of the Closing Agreement and Escrow Instructions, generally of the form attached to this Agreement as Exhibit A, which is incorporated into this Agreement by this reference (“Escrow Instructions”);
  - 2.5.4.2. a fully executed bill of sale for the Project Mitigation Credits, the form of which is attached to this Agreement as Exhibit B, which is incorporated into this Agreement by this reference (“Bill of Sale”); and
  - 2.5.4.3. a notice to the permitting agency(ies) described in Section 2.2.2 above that Buyer has purchased the Project Mitigation Credits in the form of an updated credit ledger form.
  - 2.5.4.4. a notice detailing the Mitigation Credit sales recorded with the Snohomish County Auditor.
- 2.5.5. **Delivery by Buyer.** Prior to the Closing Date and in a manner consistent with all other terms of this Agreement, Buyer shall deliver to Escrow Agent:
- 2.5.5.1. the Purchase Price; and
  - 2.5.5.2. a fully executed counterpart of the Escrow Instructions.
- 2.5.6. **Closing Costs and Expenses.** Bank Sponsor shall pay excise taxes (if any are due) and Escrow Agent’s fees.
- 2.5.7. **Closing.**
- 2.5.7.1. Provided that Escrow Agent has not received prior notice from either party that an agreement of either party made under this Agreement has not been performed, or to the effect that any condition set forth in this Agreement has not been fulfilled, then Escrow Agent is authorized and instructed on the Closing Date to deliver:
    - 2.5.7.1.1. the Bill of Sale to Buyer;
    - 2.5.7.1.2. the notice described in Section 2.5.4.3 above to said regulatory agency(ies); and
    - 2.5.7.1.3. the Purchase Price, less the costs identified in Section 2.5.6 above, to Bank Sponsor.
  - 2.5.7.2. If Escrow Agent cannot comply with the instructions in this Agreement within the time period(s) set by the Parties, Escrow Agent shall immediately notify the Parties, and shall, upon five (5) days prior notice return to Buyer and

Bank Sponsor all documents and moneys to the parties depositing the same. Any such return shall not, however, relieve either party to this Agreement of any liability it may have for its wrongful failure to close. Following Closing and immediately after the Closing Date, Escrow Agent shall deliver to each party at the addresses provided in Section 2.6 below a true, correct, and complete copy of said party's closing statement, in form customarily prepared by Escrow Agent.

## 2.6. *Notice*

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Bank Sponsor: Habitat Bank, LLC  
15600 NE 173<sup>rd</sup> St.  
Woodinville, WA 98072

2.6.3. If to Buyer: As provided in Section 2.2.2 above.

## 2.7. *Miscellaneous*

2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Bank Sponsor and Buyer have executed this Agreement.

2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor, which shall be in Bank Sponsor's reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.

2.7.4. **Confidentiality.**

2.7.4.1. The Parties agree that this Agreement (including any drafts hereof) and the provisions herein shall not be recorded, shall be kept confidential, and shall be shared with third parties only to the extent expressly provided for herein or as

may be compelled by a court with jurisdiction over the Parties and this Agreement. Buyer further acknowledges and agrees that the pricing of the Mitigation Credits is material to Bank Sponsor's operation of the SBMB, any sharing by Buyer contrary to this Section 2.7.4 shall harm Bank Sponsor's economic interests, and any such sharing shall be a breach of this Agreement. The provisions of this Section 2.7.4 shall survive termination of this Agreement and the Closing.

2.7.4.2. The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities. The term "third parties" as used in this Section 2.7.4 shall not be interpreted to include the Parties' respective accountants and lawyers. The Bill of Sale and the notice described in Section 2.5.4.3 above shall not be governed by this Section 2.7.4.

2.7.5. **Time.** Time is of the essence of this Agreement.

2.7.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

2.7.7. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

2.7.8. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.

2.7.9. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.

2.7.10. **Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

2.7.11. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.

2.7.12. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent

or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.

2.7.13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Bank Sponsor. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

2.7.14. **Counterparts/Faxes.** This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

HABITAT BANK, LLC, Bank Sponsor

By \_\_\_\_\_ Date \_\_\_\_\_  
[print name and title]

CITY OF MARYSVILLE, Buyer

By \_\_\_\_\_ Date \_\_\_\_\_  
Dennis Kendall, Mayor

**Exhibit**  
**Bill of Sale for Mitigation Credits**

[the form of the Bill of Sale is attached following this cover page]



**Exhibit A**  
**Closing Agreement and Escrow Instructions**

[the form of the Closing Agreement and Escrow Instructions is attached  
following this cover page]

WOODINVILLE ESCROW, INC.  
17330 - 135<sup>th</sup> Avenue N.E., Suite 1A  
Woodinville, WA 98072  
Tel. (425) 483-4171 Fax (425) 481-2056

Date: \_\_\_\_\_  
Escrow Number: \_\_\_\_\_  
File Name: \_\_\_\_\_

**CLOSING AGREEMENT AND ESCROW INSTRUCTIONS  
For Purchase and Sale of Wetland Mitigation Credits**

The undersigned buyer and seller (referred to herein as “the parties”) hereby designate and appoint **Woodinville Escrow, Inc.** (referred to herein as “the closing agent”) to act as their closing and escrow agent according to the following agreements and instructions.

**IT IS AGREED, AND THE CLOSING AGENT IS INSTRUCTED, AS FOLLOWS:**

**Terms of Sale.** The terms and conditions of the transaction that is the subject of these instructions (referred to herein as “the transaction”) are set forth in the parties’ Wetland Mitigation Credit Purchase Option Agreement, Wetland Mitigation Credit Buy/Sell Agreement, or other written agreement, and any attachments, amendments, or addenda to that agreement (referred to herein as “the parties agreement”), which is made a part of these instructions by this reference. Any changes to the parties’ agreement will be made a part of these instructions, without further reference, when signed by the parties and delivered to the closing agent. These instructions are not intended to amend, modify, or supersede the terms and conditions of the parties’ agreement and if there is any conflict or inconsistency between these instructions and the parties’ agreement, the terms and conditions of the parties’ agreement shall control.

**Description of Property.** The property that is the subject of the transaction (referred to herein as “the Mitigation Credits”) is identified in the parties’ agreement.

**Closing Date.** The date on which the documents required to close the transaction are filed (referred to herein as “the closing date”) shall be on or before the date of closing of the transaction specified in the parties’ agreement.

**Documents.** The closing agent is instructed to select, prepare, receive, hold, and deliver documents as necessary to close the transaction and as provided in these instructions. The closing agent may request that certain documents be prepared or obtained by the parties or their attorneys, in which case the parties shall deliver the requested documents to the closing agent before the closing date. Execution of any document will be considered approval of its form and contents by each party signing such document.

**THE SELLER HAS APPROVED, SIGNED, AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS:**

A fully executed bill of sale or other conveyancing instrument.

A full executed notice to the permitting agency identified by buyer, that the agreed-to number of wetland mitigation credits from the Snohomish Basin Mitigation Bank have been purchased by buyer for the permit (by name and number) identified by buyer.

**THE BUYER HAS APPROVED, SIGNED, AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS:**

None.

**Deposits and Disbursements of Funds.** Before the closing date, each party shall deposit with the closing agent all funds required to be paid by such party to close the transaction, less any reservation fee, earnest money, or option payment previously paid (to the extent applicable under the parties' agreement). The closing agent is authorized, but not required, to consider a lending institution's written commitment to deposit funds as the equivalent of a deposit of such funds, if all conditions of the commitment will be met on or before the closing date. All funds received by the closing agent shall be deposited in one or more of its escrow or trust accounts with any bank doing business in the State of Washington and may be transferred to any other such accounts. The closing agent shall not be required to disburse any funds deposited by check or draft until it has been advised by its bank that such check or draft has been honored. All disbursements shall be made by the closing agent's check.

**Settlement Statement.** The closing agent is instructed to prepare a settlement statement showing all funds deposited for the account of each of the parties and the proposed disbursements from such funds. No funds shall be disbursed until the parties have examined and approved the settlement statement. Some items may be estimated, and the final amount of each estimated item will be adjusted to the exact amount required to be paid at the time of disbursement. The settlement statement will be subject to audit and any errors or omissions may be corrected at any time. If any monetary error is found, the amount will be immediately paid by the party liable for such payment to the party entitled to receive it.

**Pro-rations.** The Mitigation Credits are not subject to any prorations.

**Title Insurance.** The Mitigation Credits are not subject to any preliminary title commitment or policy of title insurance.

**Verification of Existing Encumbrances.** The closing agent shall have no obligation to verify encumbrances on the Mitigation Credits.

**Instructions from Third Parties.** If any written instructions necessary to close the transaction according to the parties' agreement are given to the closing agent by anyone other than the

parties or their attorneys, including but not limited to lenders, such instructions are accepted and agreed to by the parties.

**Disclosure of Information to Third Parties.** The closing agent is authorized to furnish, upon request, copies of any closing documents, agreements, or instructions concerning the transaction to the parties' attorneys and to any lender involved in the transaction. Other papers or documents containing personal or financial information concerning any party may not be released to anyone other than the party's attorney or lender, without prior written approval.

**Confidentiality.** Closing agent shall keep the parties' agreement (including these instructions) and the provisions thereof confidential, except as otherwise allowed or required under the parties' agreement or these instructions or as may be required by law.

**Potential Legal Problems.** If the closing agent becomes aware of any facts, circumstances, or potential problems that, in its opinion, should be reviewed by any of the parties' attorneys, the closing agent is authorized, in its sole discretion, to advise the parties of such facts, circumstances, or potential problems and recommend that legal counsel be sought.

**Closing Agent's Fees and Expenses.** All of the closing agent's fees and expenses described in this paragraph shall be paid from seller's proceeds of sale. The closing agent's fee is intended as compensation for the services set forth in these instructions. If additional services are required to comply with any change or addition to the parties' agreement or these instructions, or as a result of any party's assignment of interest or delay in performance, the seller agrees to pay a reasonable additional fee for such services. Seller shall also reimburse the closing agent for any out-of-pocket costs and/or expenses incurred by it under these instructions. Some of the costs and/or expenses related to overnight delivery fees, courier fees, and processing fees may be estimated and as such there may be the potential for profit to the closing agent upon payment of their invoices. The closing agent's fees, costs, and expenses and any third-party fees shall be due and payable on the closing date or other termination of the closing agent's duties and responsibilities under these instructions, and shall be paid as provided in these instructions unless otherwise proved in the parties' agreement.

**Reconveyance.** The Mitigation Credits are not subject to any reconveyance.

**Cancellation.** These instructions may be canceled by a written agreement, signed by all of the parties, and payment of the closing agent's fees, costs, and expenses. Upon receipt of such agreement and payment, the closing agent shall return any money or documents then held by it to the parties that deposited the same, and shall have no further duties or responsibilities under these instructions.

**Inability to Comply with Instructions.** If the closing agent receives conflicting instructions or determines, for any reason, that it cannot comply with these instructions by the date for closing specified in the parties' agreement or in any written extension of that date, it shall notify the parties, request further instructions, and in its discretion: (1) continue to perform its duties and close the transaction as soon as possible after receiving further instructions, or (2) if no conflicting instructions have been received, return any money or documents then held by it to the

parties that deposited the same, less any fees and expenses chargeable to such party, or (3) commence a court action, deposit the money and documents held by it into the registry of the court, and ask the court to determine the rights of the parties. When the money and documents have been returned to the parties or deposited into the registry of the court, the closing agent shall have no further duties or responsibilities under these instructions, except as provided under the section above entitled "Confidentiality."

**Disputes.** Should any dispute arise between the parties, or any of them, and/or any other party, concerning the Mitigation Credits or funds involved in the transaction, the closing agent may, in its sole discretion, hold all documents and funds in their existing status pending resolution of the dispute, or join or commence a court action, deposit the money and documents held by it with the court, and ask the court to determine the rights of the parties. Upon depositing said funds and documents with the court, the closing agent shall have no further duties or responsibilities under these instructions, except as provided under the section above entitled "Confidentiality." The parties jointly and severally agree to pay the closing agent's costs, expenses, and reasonable attorneys' fees incurred in any lawsuit arising out of or in connection with the transaction or these instructions, whether such lawsuit is instituted by the closing agent, the parties, or any other person.

**Notices.** Any notice, declaration, or request made under these instructions shall be in writing, signed by the party giving such notice or making such declaration or request, and personally delivered or mailed to the closing agent and other parties at their addresses set forth in these instructions.

**Amendments.** Any amendment, addition, or supplement to these instructions must be in writing, signed by the appropriate parties, and delivered to the closing agent.

**Counterparts/Faxes.** These instructions may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document.

**Effect.** These instructions shall bind and benefit the parties, the closing agent, and their successors in interest.

**Definitions.** When used herein or in any amendment, addition, or supplement hereto, words and phrases are defined and are to be construed as follows:

The words "buyer" and "seller" refer to all persons and entities identified as such by their signatures on this document, jointly and severally unless otherwise indicated, and shall be construed interchangeably with other similar terms such as "purchaser," "vendee," or "vendor" as may be appropriate in the context and circumstances to which such words apply.

The word “lender” refers to any lending institution or other party, including the seller if appropriate, that has agreed to provide all or part of the financing for the transaction or to which the buyer has made a loan application.

The phrase “these instructions” refers to the agreements, instructions, and provisions set forth in this document and all amendments, additions, and supplements to this document.

The phrase “outside of escrow” refers to any duty, obligation, or other matter that is the sole responsibility of the parties or of any party, and for which the closing agent shall have no responsibility or liability.

In these instructions, singular and plural words, and masculine, feminine, and neuter words, shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

**Instructions to Close.** The closing agent is instructed to perform its customary closing duties under these instructions, to deliver documents according to these instructions, and to disburse the funds according to the settlement statement, adjusting estimated amounts, when the closing agent has the documents required to close the transaction in its possession and has, or will obtain when the documents have been delivered:

1. Sale proceeds for the seller’s account in the sum of \$ \_\_\_\_\_, to be disbursed according to the settlement statement, and
2. Loan proceeds for the buyer’s account in the sum of \$ \_\_\_\_\_, to be disbursed according to the settlement statement.

**Completion or Correction of Documents.** The closing agent is instructed to correct any errors found in any document deposited under these instructions, and to insert the necessary closing date, the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.

**Additional Instructions:**

**Parties’ Agreement Conditions Met:** Buyer and seller agree that the attached parties’ agreement contains all addendums, attachments, and agreements between them. They also certify that all terms and conditions of the parties’ agreement have been completed to their satisfaction, or will be met, satisfied, or complied with outside of escrow.

**Wire Instructions/Release of Liability:** If Closing agent is directed to wire transfer the sale proceeds, the undersigned acknowledges that transfer may not be made in the event problems arise beyond the control of closing agent resulting in a delay in the remittance or receipt of the wire transfer. Closing agent assumes no liability, direct or indirect for special or consequential damages, expenses, or costs resulting from any action or failures by the banks processing the wire transfers.

**MATTERS TO BE COMPLETED BY THE BUYER AND SELLER  
IMPORTANT – READ CAREFULLY**

**The following items must be completed by the parties, outside of escrow, and are not part of the closing agent’s duties under these instructions.**

**Disclosure, Inspection, and Approval of the Mitigation Credits.** Any required or permitted disclosures, inspections, and/or approvals of the Mitigation Credits shall be arranged and completed by the parties outside of escrow. The closing agent shall have no liability with respect to the accuracy of any disclosures made, or to determine whether any required disclosures have been made.

**Possession of the Mitigation Credits.** The transfer of possession of the Mitigation Credits, to the extent applicable, shall be arranged directly between the parties outside of escrow and shall not be the responsibility of the closing agent.

**Collection Account.** If any financing for the transaction will be provided by a private party, the parties are advised to open a collection account at a financial institution to receive and disburse payments to be made under the private promissory note or contract. The collection account shall be established by the parties outside of escrow and shall not be the responsibility of the closing agent.

**Individual/Excise Taxes.** The parties are advised to consult with their attorneys to determine whether they must report income, deduct expenses or losses, or withhold or pay any income, business, or excise taxes as a result of the transaction. The closing agent shall have no responsibility for the parties’ individual tax consequences arising from the transaction.

**Compliance with Certain Laws.** The parties are advised to consult with their attorneys to determine their rights and responsibilities, if any, with respect to disclosures concerning the Mitigation Credits, or under the Consumer Protection Act, Truth-in-Lending Act, or other similar laws. The closing agent shall have no responsibility for disclosures concerning the Mitigation Credits, or for the parties’ compliance, nor any liability arising from the failure of any party to comply, with any such requirement or law.

**Additional Agreements, Instructions, and Disclosures:**

None.

**NOTICE TO PARTIES**

The services of the closing agent under these instructions will be performed by the person named below, who is certified as a Limited Practice Office under Admission to Practice Rule 12, adopted by the Washington State Supreme Court. Under that rule, Limited Practice Officers may only select, prepare, and complete certain documents or forms that have been approved for their use. You are further advised that:

- **THE LIMITED PRACTICE OFFICER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE PARTIES.**
- **THE DOCUMENTS PREPARED BY THE LIMITED PRACTICE OFFICER WILL AFFECT THE LEGAL RIGHTS OF THE PARTIES.**
- **THE PARTIES' INTERESTS IN THE DOCUMENTS MAY DIFFER.**
- **THE PARTIES HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION.**
- **THE LIMITED PRACTICE OFFICER CANNOT GIVE LEGAL ADVICE AS TO THE MANNER IN WHICH DOCUMENTS AFFECT THE PARTIES.**

**The Limited Practice Officer for this transaction is:** \_\_\_\_\_  
**LPO Number:** \_\_\_\_\_

**BY SIGNING THESE INSTRUCTIONS, EACH PARTY ACKNOWLEDGES:**

**I have been specifically informed that the closing agent is forbidden by law from offering any advice concerning the merits of the transaction or the documents that will be used to close the transaction.**

**The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek legal counsel if I have any doubt concerning the transaction or these instructions.**

**I have had adequate time and opportunity to read and understand these instructions and all other existing documents referred to in these instructions.**

**Conditions of Parties' Agreement Satisfied.** All terms and conditions of the parties' agreement have been met to my satisfaction, or will be met, satisfied, or complied with outside of escrow.

**Settlement Statement Approved.** The settlement statement prepared by the closing agent is approved by me and made a part of these instructions by this reference. I agree to pay my costs, expenses, and other obligations itemized on that statement. I understand that any estimated amounts will be adjusted to reflect the exact amounts required when the funds are disbursed, that the settlement statement continues to be subject to audit at any time, and if any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it.

**BY SIGNING THIS DOCUMENT, THE BUYER FURTHER ACKNOWLEDGES:**

**Mitigation Credits Approved.** I have had adequate opportunity to review seller's disclosures, if any. I understand that any and all inspections and approvals of the Mitigation Credits are my sole responsibility, and are not part of the closing agent's duties and responsibilities. I hereby

release and agree to hold the closing agent harmless from any and all claims of liability for loss or damage arising or resulting from any condition or defect of the Mitigation Credits.

BUYER SIGNATURE(S): DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[printed name]

\_\_\_\_\_  
\_\_\_\_\_  
[printed name]

Buyer's Address:  
\_\_\_\_\_

Buyer's phone:  
Day \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

SELLER SIGNATURE(S):

DATE: \_\_\_\_\_

Habitat Bank, LLC

By \_\_\_\_\_  
Victor Woodward

Seller's Address:  
15600 NE 173<sup>rd</sup> St., Woodinville WA 98072

Seller's phone:  
Day 425 785 8428

APPROVED AND ACCEPTED BY:  
Woodinville Escrow, Inc.

\_\_\_\_\_, Escrow Officer  
[printed name]

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