

**Marysville City Council Meeting**

**July 23, 2007**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

- A. Employee Service Awards. \*
- B. Recognition Award. \*
- C. D.O.E. Waste Water Award. \*

**Audience Participation**

**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 \$427,470.30; Paid by Check No.'s 40450 through 40582 with Check No.'s 5376, 5468, 5701, 6074, 6779, 6815, 7409, 7647, 15705, 23114, and 31210 voided. \*
- 6. Approval of July 18, 2007 Claims in the Amount of \$854,669.91; Paid by Check No.'s 40583 through 40801 with Check No. 31556 voided. \*
- 7. Approval of July 5, 2007 Payroll in the Amount of \$1,038,966.23; Paid by Check No. 18116 through 18204.
- 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
- 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.

***\*These items have been added or revised from the materials previously distributed in the packets for the July 16, 2007 Work Session.***

July 23, 2007

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

City Hall

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.
20. Approval of July 20, 2007 Payroll in the Amount of \$746,523.22; Paid by Check No. 18205 through 18285.

**Review Bids**

**Public Hearings**

**Current Business**

**New Business**

11. PUD Delta – Marysville 12kV Distribution Project Easement through Ebey Waterfront Park.
14. An **Ordinance** 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. A **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. \*
19. Final Plat Mylar for The Orchards on Sunnyside Blvd. \*

**Legal**

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Information Items**

**Adjourn**

*\*These items have been added or revised from the materials previously distributed in the packets for the July 16, 2007 Work Session.*

July 23, 2007

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

City Hall

**Executive Session**

- A. Litigation
- B. Personnel
- C. 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.

***\*These items have been added or revised from the materials previously distributed in the packets for the July 16, 2007 Work Session.***

<b>Call to Order/Invocation/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of Minutes</b>	
Approve June 25, 2007 City Council Meeting Minutes.	Approved
Approve July 2, 2007 City Council Work Session Minutes	Approved
<b>Consent Agenda</b>	
Approve June 27, 2007 Claims in the Amount of \$416,111.66; Paid by Check No.'s 40098 through 40273 with Check No. 39959 voided.	Approved
Approve July 4, 2007 Claims in the Amount of \$832,670.66; Paid by Check No.'s 40274 through 40449 with Check No. 39876, 40035, and 40250 voided.	Approved
Approve June 20, 2007 Payroll in the Amount of \$654, 941.18; Paid by check No. 180347 through 18115 with Check No. 15837 voided	Approved
Approve the Jennings Park Irrigation System Installation Project and begin 45 day Lien filing period	Approved
Approve Eagle Taxi to Operate as New For-Hire Taxi Business.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>Current Business</b>	
<b>New Business</b>	
Approve Professional Services Agreement with CH2MHill to Complete Alum / Ammonia Study for the Wastewater Treatment Plant.	Approved
Approve State Avenue/136th Street NE to 152nd Street NE Corridor Improvements – Condemnation Ordinance	Approved
Authorize the Mayor to Sign Professional Services Agreement with Systems Interface for Telemetry Upgrade.	Approved
<b>Legal</b>	
<b>Ordinances and Resolutions</b>	
Adopt an Ordinance of the City of Marysville, Washington Amending Ordinance No 2655, 2685 and 2703 to Add Property Rights to be Acquired from Beta – Marysville Warehouse, LLC and Midway Development, LLC to Property Authorized to be Condemned, Appropriated, Taken and Damaged.	Approved Ord. No. 2704
Adopt a Resolution of the City of Marysville Accepting Donation from Nike Incorporated and Affiliates.	Approved Res. No. 2218
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:28 p.m.
<b>Executive Session</b>	8:45 p.m.
Litigation –1 pending litigation items with action taken	
Personnel – none	
Real Estate – none	
<b>Adjournment</b>	

## MARYSVILLE CITY COUNCIL MEETING

July 9, 2007

7:00 p.m.

City Hall

### Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the July 9, 2007 meeting of the Marysville City Council to order at 7:00 p.m. The invocation was given by Pastor Jeff Barnes of Turning Point Church. Mayor Kendall led those present in the Pledge of Allegiance.

### Roll Call

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

**Present:** Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

**Absent:** Councilmember Jon Nehring

**Also Present:** Community Development Director Gloria Hirashima, Recording Secretary Laurie Hugdahl, City Clerk Tracy Jeffries, Mayor Dennis Kendall, Finance Director Sandy Langdon, Public Works Director Paul Roberts and Chief of Police Rick Smith

MOTION made by Councilmember Soriano, seconded by Councilmember Rasmussen to excuse Councilmember Nehring. MOTION passed unanimously (6-0).

### Committee Reports

#### Presentations

#### Audience Participation

Carl Hall, 8106 B 43<sup>rd</sup> Avenue NE, Marysville, WA, spoke regarding neighborhood concerns involving drug dealing, prostitution and issues regarding pit bulls. They have had some response from police, but it has not resolved the problems. He pointed out that there was an incident with a pit bull last week and the dog is already back in the neighborhood.

Steve Marlo 7314 68<sup>th</sup> Avenue NE, Marysville, complained about noise from fireworks. He requested that the City ban fireworks. He discussed an article in the *Seattle Times* regarding traffic congestion related to Costco. He complained that the stores came in without adequate planning for traffic.

## MARYSVILLE CITY COUNCIL MEETING

July 9, 2007

7:00 p.m.

City Hall

Gerry Schleiff, 4213 81<sup>st</sup> Place NE, Marysville, WA, echoed Carl Hall's comments. He complained about high traffic speeds and dangers to children. They have had to repeatedly pick up beer cans and request folks to slow down.

Nick Change, 4229 81<sup>st</sup> Place NE, Marysville, WA 98270, spoke regarding a neighborhood disturbance that has been ongoing for more than a year. He is very disappointed about the quality of life that has been rapidly disappearing from their neighborhood. Most of the issues stem from one address on the street and involve drug deals, prostitution, fast cars, booming music, loud mufflers, and pit bulls on the loose. They are very concerned that the police seem unwilling to act and residents want more done to enforce the current laws to keep the peace.

Chief Smith stated that they are aware of the situation. He asked the residents to be aware that they have certain procedures that have to be followed. They want to deal with the problem at the root cause and there has to be a well thought-out plan before they act. He pointed out that the traffic issue is something that is common throughout the city and they are trying to move their patrols around and do the best they can. They will continue to work on the drug dealing and the traffic issues and will keep the Council posted.

Councilmember Vaughan encouraged citizens in their efforts. He asked what more they could do to be involved in this. Chief Smith discussed the fear that is citizens to be careful about their involvement. The police department's focus is to deal directly with the bad influence and root that out.

Councilmember Seibert asked for an estimate of how long residents might need to put up with this kind of situation. Chief Smith replied that they are dealing with it, but he was unable to give a timeframe. He noted that the traffic issue will be the one they are able to focus on first.

Mayor Kendall pointed out that there are two types of fireworks that are in the city – legal and illegal. Safe and Sane fireworks are the kind that do not go above your shoulders and are the kind sold in the City. The kinds of fireworks sold on the reservation are the kinds that are most likely the ones he is complaining about. The City has no control over those being sold. He discussed their response to incidents and prevention efforts. They will continue to work on enforcement. The city is very concerned with the fireworks issue and will continue to work on enforcement. Banning the limited fireworks that are sold in the city will not do much to help the problem.

Mr. Marlo asked about improvements to the Costco situation. Community Development Director Hirashima explained that a consultant is currently reviewing options and funding for this area. She discussed some interim projects that may be done to improve the area. Mr. Marlo questioned why this was not done before the stores went in.

### **Approval of Minutes**

## MARYSVILLE CITY COUNCIL MEETING

July 9, 2007

7:00 p.m.

City Hall

1. Approval of June 25, 2007 City Council Meeting Minutes.

MOTION made by Councilmember Wright, seconded by Councilmember Wright to approve the minutes as presented. MOTION passed unanimously (6-0).

2. Approval of July 2, 2007 City Council Work Session Minutes.

Councilmember Jeff Vaughan made a MOTION to approve the minutes as presented. Councilmember Jeff Seibert SECONDED. MOTION passed unanimously (6-0).

### Consent

Councilmember John Soriano made a MOTION to approve the Consent Agenda items #3-7 as follows. Councilmember Carmen Rasmussen SECONDED:

3. Approval of June 27, 2007 Claims in the Amount of \$416,111.66; Paid by Check No.'s 40098 through 40273 with Check No. 39959 voided.
4. Approval of July 4, 2007 Claims in the Amount of \$832,670.66; Paid by Check No.'s 40274 through 40449 with Check No. 39876, 40035, and 40250 voided.
5. Approval of June 20, 2007 Payroll in the Amount of \$654,941.18; Paid by check No. 180347 through 18115 with Check No. 15837 voided.
6. Acceptance of the Jennings Park Irrigation System Installation Project and begin 45 day Lien filing period.
7. Approval of Eagle Taxi to Operate as New For-Hire Taxi Business.

MOTION passed unanimously (6-0).

### Review Bids

### Public Hearings

### Current Business

### New Business

8. Approval of Professional Services Agreement with CH2MHill to Complete Alum / Ammonia Study for the Wastewater Treatment Plant.

Councilmember Carmen Rasmussen made a MOTION to approve Professional Services Agreement with CH2M in the amount of \$99,685. Councilmember Jeff Vaughan SECONDED. MOTION passed unanimously (6-0).

## MARYSVILLE CITY COUNCIL MEETING

July 9, 2007

7:00 p.m.

City Hall

9. Approval for State Avenue 136<sup>th</sup> Street NE to 152<sup>nd</sup> Street NE Corridor Improvements – Condemnation Ordinance.

Councilmember Donna Wright made a MOTION to approve Ordinance 2704. Councilmember Jeff Seibert SECONDED. MOTION passed unanimously (6-0).

10. Authorize the Mayor to Sign Professional Services Agreement with Systems Interface for Telemetry Upgrade.

Paul Roberts responded to Councilmember Vaughan's question from last week regarding the technology that might be used.

Jeff Seibert asked if this would be incorporated into radio system that we are building. Director Roberts said they are reevaluating whether they will be moving ahead with the radio system at all. He was not sure if or how this would interface with the AMR system.

Councilmember Soriano asked about a timeline for implementation of a wireless system. Director Roberts suggested that it might be in 2009, but could not state for sure. It really depends on the results of the study.

Councilmember Jeff Seibert made a MOTION to authorize the Mayor to sign the Professional Services Agreement with Systems Interface for Telemetry Upgrade. Councilmember John Soriano SECONDED. MOTION passed unanimously (6-0).

### Legal

#### Ordinance and Resolutions

11. An Ordinance of the City of Marysville, Washington Amending Ordinance No 2655, 2685 and 2703 to Add Property Rights to be Acquired from Beta – Marysville Warehouse, LLC and Midway Development, LLC to Property Authorized to be Condemned, Appropriated, Taken and Damaged.

Approved above on item 9 - Ordinance No. 2704.

12. A Resolution of the City of Marysville Accepting Donation from Nike Incorporated and Affiliates.

Councilmember Carmen Rasmussen made a MOTION to approve Resolution 2218 accepting the donation from Nike Incorporated and Affiliates. Councilmember Lee Phillips SECONDED. MOTION passed unanimously (6-0).

### Mayor's Business

## MARYSVILLE CITY COUNCIL MEETING

July 9, 2007

7:00 p.m.

City Hall

- Mayor Kendall reminded everyone about the Governmental Affairs meeting on Thursday at 7:30 a.m.
- He noted that the Army Band concert on Friday night was great.

### Staff Business

Jim Ballew agreed that the Army Band concert was great. There were about 400 people in attendance.

He discussed an opportunity for possible IEC Youth Grant funding for the drainage project at Strawberry Fields. Under the guidelines of the grant, this project would qualify at a level of 50% or approximately \$50,000 of funding. The project manager thinks they would be a good candidate for funding. They Marysville Youth Soccer Club has also been approached regarding funding in the amount of \$25,000, but they have not made their decision yet. The City needs to make a decision about whether or not they will proceed with this project or not. The recommendation from staff is to hold off on the project for a year to see if the IEC grant would be approved. There was consensus from Council to hold off on this project.

Director Ballew remarked that there would be concerts this Thursday at 12:00 and Friday at 7:00. The summer programs are up and going and staff is working very hard.

Tracy Jeffries gave an update on the option to pay utility bills online. This option is being used more and more. Staff is still working with AFTS to enable citizens to pay utility bills over the phone.

Paul Roberts commented that because of the weather they may be dispatching some street crews earlier than planned to get some work done.

Gloria Hirashima responded to Donna Wright's earlier question regarding car sales at K-Mart. Staff looked into the issue and did not locate a license. They notified the store manager that they would need to get a license for temporary sales in the future.

She also discussed Councilmember Seibert's earlier concern about the mitigation fees for the boat dealership at 152<sup>nd</sup> and State Avenue. She explained that they are conditioned to pay whatever mitigation fees apply to the actual tenant. This is currently being evaluated. Councilmember Seibert asked for the amount for a car dealership since that is the amount he was quoted by the tenant. Ms. Hirashima was not sure. She explained that with the traffic manual there is not a specific use category for boat dealerships so the rate for auto dealerships may have been provided to them. They chose to hire a consultant to determine appropriate rates for boat dealerships and this is currently being determined.

## MARYSVILLE CITY COUNCIL MEETING

**July 9, 2007**

**7:00 p.m.**

**City Hall**

Director Hirashima stated that PSRC's Vision 2040 Presentation and two public hearings will be held at the July 24 Planning Commission meeting. This is expected to be a very well-attended meeting so they will be contacting PSRC to see if they can begin at 6:30.

Grant Weed stated the need for an executive session concerning pending litigation and lasting approximately 10 minutes.

Sandy Langdon stated that the Hotel/Motel meeting would be held tomorrow at 11:00.

Chief Smith discussed fireworks activity. He informed Council that there was an arson incident on July 4, which will be followed up with the fire marshal's office. The 4<sup>th</sup> of July was very busy. The police and fire department worked very well together. He discussed the possibility of having legal fireworks be a civil infraction which would enable police enforcement.

He noted that there will be some restructuring recommendations coming forward in the next couple weeks. He hopes to move from a reactive approach toward a more proactive type of policing. He discussed "Proactive Policing" which is making an area a project and then following through with as many resources as possible.

Councilmember Seibert thought that civil infractions had already been approved when Chief Carden was here. Grant Weed said he would review this and get back to Council.

Chief Smith explained that the 12 citations that were issued were all criminal citations, which would be a misdemeanor conviction. He explained that he would be more comfortable with a civil infraction and he believed they would achieve greater results at curtailing fireworks at times other than the 4<sup>th</sup> of July and New Years. Councilmember Seibert hoped that this would get some media coverage that there have been citations issued. He wants people to take this seriously.

Donna Wright asked if and how neighbors were reporting. Chief Smith said the police department was notified and went out to areas which stopped fireworks in those areas. In addition to the citations there was a lot of education that was done. Dispatch refused to take calls on the 4<sup>th</sup> so calls went directly to the police department. Councilmember Wright agreed with having it a civil penalty and suggested to having a separate number for reporting fireworks. Chief Smith thought that was a good idea.

Jeff Vaughan asked for clarification in Chief Smith's recommendation. Chief Smith stated that illegal fireworks would continue to receive a criminal citation, but illegally shooting off legal fireworks at non-prescribed times would be a civil infraction. Councilmember Vaughan agreed with this. He urged them to get the story out there that people have been caught and cited with illegal fireworks. He felt that this would be very effective in getting the message out.

## MARYSVILLE CITY COUNCIL MEETING

July 9, 2007

7:00 p.m.

City Hall

Jeff Seibert asked if SnoPac kept track of the calls that they rejected Chief Smith said they did not. They just kept track of the ones that were sent to the police.

Carmen Rasmussen discussed signs she had seen in another city that notified residents that they were leaving the reservations and explaining what fireworks are illegal. She stated that many people are not aware of which fireworks are illegal and there needs to be more of an education effort. Chief Smith agreed and suggested utilizing the school districts and private schools in an educational effort.

Jeff Seibert asked if there was an after-hours number. Chief Smith said people could call into the 24-hour records line, although some non-urgent calls would still need to be routed through 911.

Jeff Vaughan asked what types of calls should be used for 911. Chief Smith explained that right now all kinds of calls are going to 911, but he hopes to reevaluate this in the future.

### **Call on Councilmembers**

Carmen Rasmussen noted that there is a substantial amount of graffiti on 67<sup>th</sup> Avenue between 52<sup>nd</sup> and Grove. Some property owners have cleaned this up, but most of them have not. Gloria Hirashima thought that notices had been mailed to the residents, but she said she would check on it. Jim Ballew explained that MSAC is pretty constrained right now with their resources. He remarked that Mary Swenson had asked the parks department to develop a budget utilizing seasonal personnel to deal with this issue. He estimated that this could be a 12-14 hour job per week year-round. He hopes to report at the next meeting on their efforts. He explained that Wal-Mart has donated substantial amounts of paint to help clean up graffiti. He explained that the parks department is working on this issue every single day.

Lee Phillips thanked everyone for putting the budgeted amounts and the actual amounts in the agenda items.

John Soriano asked about a signup sheet for the HomeGrown Festival. Sandy Langdon said they are in the mailboxes. Mayor Kendall encouraged all councilmembers to volunteer for the event.

Donna Wright enjoyed the music of the 133<sup>rd</sup> Army Band. She appreciated that all ages were in attendance.

Jeff Seibert said he would be out of town for the HomeGrown Festival. He discussed an incident where his wife had obtained a license plate number of someone fleeing from a crime scene at a grocery store and the storeowners did not want it because they did not believe that the police would do anything about it. Chief

**MARYSVILLE CITY COUNCIL MEETING**

**July 9, 2007**

**7:00 p.m.**

**City Hall**

Smith said he had not heard of anything like this. He said that their policy is to follow up on that type of incident, but he would look into this.

Mayor Kendall commented on some missing flower baskets from the poles in the north end. Director Ballew explained that some had been stolen. Mayor Kendall said he would like to see the rest of State Avenue with baskets next year. Donna Wright agreed that the baskets looked great. The rest of council concurred.

**Information Items**

13. Marysville Park Advisory Board Meeting Minutes; July 11, 2007.

**Adjournment**

Mayor Kendall recessed at 8:27 into Executive Session, which began at 8:35 p.m.

**Executive Session**

Council met in Executive Session at 8:35 p.m. to discuss one item under litigation.

Council reconvened into Regular Session at 8:45 p.m. Motion by Councilmember Seibert, second by Councilmember Wright to authorize the Mayor to sign the settlement release proposal concerning Vine Street, LLC claim as discussed in Executive Session. Motion passed unanimously.

**Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:46 p.m.

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

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

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

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

## Marysville City Council Work Session

July 16, 2007

7:00 p.m.

City Hall

### Call to Order / Pledge of Allegiance

Mayor Kendall called the meeting to order at 7:00 p.m. He led those present in the Pledge of Allegiance.

### ROLL CALL

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

**Mayor:** Dennis Kendall

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

**Staff:** Mary Swenson, Chief Administrative Officer; Grant Weed, City Attorney; Tracy Jeffries, Assistant Administrative Services Director; Paul Roberts, Public Works Director; Rick Smith, Chief of Police; Gloria Hirashima, Community Development Director; Peter Colleran, Cedarcrest Golf Course Superintendent; David Castleberry, Cedarcrest Golf Course Head Professional; and Laurie Hugdahl, Recording Secretary.

**Absent:** Councilmember Jon Nehring

**Motion** made by Councilmember Seibert, seconded by Councilmember Soriano, to approve the absence of Councilmember Nehring. **Motion** passed unanimously (6-0).

### Committee Reports

None.

### Presentations

1. Snohomish Conservation District

Mayor Kendall announced that this presentation had been rescheduled to September 17.

2. Golf Update

Sandy distributed a financial update for the golf course. She explained that they had hoped to have a demonstration on the POS system, but were unable to get that for this meeting so they will be bringing that back in the fall. She noted that Peter Colleran and Dave Castleberry were present to answer questions.

Mr. Castleberry discussed the statistics showing that rounds have been down, but noted that July and August are typically the heaviest months. Finance Director Langdon reviewed the rest of the financial update.

Mary Swenson commented that the golf course situation looks pretty good overall. She commended Peter and Dave for the work they have done out there. In September we will have a demo of the POS system.

Mayor Kendall noted that revenues are up and expenses are down thanks to Dave and Peter. The course looks great and golfers are happy.

### **Discussion Items**

#### **Approval of Minutes**

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.

Director Paul Roberts explained that they are moving to two different phases on this project. This item focuses on Phase 1.

9. Supplemental No. 1 Professional Services Agreement with Harmsen & Associates, Inc. to Conduct a "Short Plat" Survey of the City's Sunnyside Reservoir Property.

Public Works Director Paul Roberts explained that this is for Sunnyside Reservoir property. The supplemental agreement is for an additional 60 hours to complete assessing and delineating sensitive areas.

10. Authorize the Mayor to Sign the Final Plat Mylar for Getchell Hill PRD – Phase 3.

Gloria Hirashima explained that this is for a final plat for Getchell Hill. They already had two phases completed.

### **New Business**

11. PUD Delta – Marysville 12kV Distribution Project Easement through Ebey Waterfront Park.

Community Development Director Hirashima stated that the PUD has been working on a project that will provide service to downtown Marysville. They have attempted to delay the project until construction of the new SR 529 bridge is completed, but feel it is necessary to proceed now to avoid a disruption of service in the downtown area. Ms. Hirashima noted that some local businesses wanted to expand, but they are being told that there is not capacity to do so. She referred to a photo simulation provided by the PUD.

Jeff Seibert complimented the photo simulation photos. He asked about the location of the new pole. A PUD spokesperson was present and explained the location of the new poles.

Councilmember Rasmussen asked about the anticipated date for work and any potential impact to traffic. The PUD representative stated that they are hoping to begin in two or three months. DOT has approved a short-term (overnight only) complete closure of 529. A traffic plan will be submitted.

Mary Swenson commented that this will be coordinated with downtown merchants. She emphasized that the PUD has been very, very gracious in working through this.

Councilmember Seibert commented that if we had known about this sooner we might have been able to have some alternatives to a pole right in the middle of where we want to have a gateway. He was very disappointed about the placement and wished the PUD would have let them in on their plans sooner.

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.

Paul Roberts stated that the PUD and the City are working on an agreement to relocate some power lines. This is the authorization to enter into the agreement. He discussed the two prices shown and explained that one reflects having to go through a condemnation process; the other does not.

13. Professional Services Agreement with the Transpo Group, Inc. to Provide Services to update the City's Transportation Element of the Comprehensive Plan.

Paul Roberts discussed the need for updating the Transportation Element. Transpo Group stood out because of their modeling capabilities.

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.

Paul Roberts commented that this does increase speed limits in some areas of the City. He offered to bring a graphic to the Council. Grant Weed added that as the City is annexing large areas that were previously in the county there is a need for the City to be able to adjust speed limits both upward and downward in different areas. The City has the authority to delegate the responsibility of setting speed limits to staff. This ordinance would do that. He noted emphasized that staff who would be guided by the state statute.

Councilmember Seibert explained that they had a presentation on this at the Public Works meeting. He noted that under the current ordinance we have, each street has to have a separate ordinance or resolution. Under this scenario, that authority is designated to the public works director.

Paul Roberts added that WSDOT has uniform standards that staff is using and that are incorporated by reference in this document.

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.

Sandy Langdon stated that this amends the surface water ordinance to allow reductions for city-owned property.

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

Peter Colleran reviewed this item.

17. Staffing Proposal and Budget Update.

Mary Swenson discussed mid-year personnel requests for various departments:

- Finance: Administrative Assistant (part time) and Deputy City Clerk.
- Parks Department: Maintenance Worker II

Chief Smith referred to the Corona Solutions Study that was also part of Council's packet. He explained how this study and his own assessment of the police department resulted in these recommendations. Sergeants are incredibly busy with many different collateral duties. He recommended putting in a lieutenant rank position between the commander and sergeant. He discussed how this would increase efficiency of the department.

Police Department:

- Upgrade Commander positions to eliminate issues effective (7/1/07)
- Upgrade Confidential Administrative Assistant position
- Downgrade one current Commander position to Lieutenant
- Lieutenant – Professional Standards Unit (PSU)
- Training Sergeant
- Patrol Officer – training
- Crime Analyst Manager
- Crime Analyst (to be added in 2008)

Mary Swenson addressed the need for patrol officers. Currently we are four officers down, but hope to fill those positions soon. She said she was confident that this plan would enable a more proactive approach. She noted that this would extend through 2008 and she did not expect much more being asked for at budget time. Chief Smith concurred and noted that this reorganization would provide a lot more information to allow the department to make better decisions and recommendations.

Chief Smith went on to describe the request for remodel of the police department. Mary Swenson reviewed the funding amounts needed for the positions and the remodel.

Carmen Rasmussen asked about sales tax estimates. Sandy Langdon explained the projected sales tax revenues. The numbers are based on stores that are actually open now and are conservative.

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.

Paul Roberts explained that the City is meeting wetland mitigation requirements for this project off-site. This agreement allows us to purchase credits within that bank and allows us to meet our wetland mitigation obligation.

Jeff Seibert asked if there is any place on our own property that we can do wetland mitigation projects. Director Roberts said there are places in the city where a wetland bank or program could exist. However, it takes several years for the approval process

for wetland mitigation banks to be completed. He felt that this was an issue that we should be exploring for the future even though this process is cumbersome.

Councilmember Seibert asked if developers generally do on-site or off-site mitigation. Gloria Hirashima discussed on-site versus off-site mitigation and how Corps of Engineers requirements figure into this. Councilmember Seibert recommended starting the process now for a wetland bank. Paul Roberts said that they have had discussions regarding this. He explained that there is a protocol that applies to wetland mitigation. This includes first trying to design the project to avoid the need for mitigation or minimize the impact. He discussed the different types of mitigation options. Gloria Hirashima said that Jeff Massie and the consultant engineer have also been looking at exploring the various options.

John Soriano asked about the wetland bank and remarked on the fact that it was a private bank. Gloria Hirashima noted that Habitat Bank was the first to get approved for a wetland bank with the state and is a private for-profit organization. She discussed the complicated process that this involves. She agreed that this is an interesting concept.

Paul Roberts pointed out that some very successful projects have been done right here in the estuary.

## **Legal**

### **Mayor's Business**

Mayor announced that he received a Certificate of Appreciation from Project Sea Wolf regarding the more than 1,000 cedars that were planted near local creeks.

### **Staff Business**

Gloria Hirashima

- Director Hirashima asked if the Council would be willing to consider a final county plat for the Sunnyside Blvd. at the upcoming meeting. There was consensus to do so.
- She noted that they sent out a very large mailing for the Comprehensive Plan Amendments and the upcoming hearing. Two citizen-initiated proposals and eight city-initiated proposals will be on the agenda next Tuesday. Several of those are concepts for connections.
- There will be a Development Code Revision hearing on the same night.
- Vision 20/20 will begin at 6:30 next Tuesday.

Sandy Langdon reminded councilmembers that reminder timesheets are due.

Tracy Jeffries noted that they would be converting over to Outlook at the end of the month. Training will be offered here. She invited Council to participate if interested.

There is a possibility that calendar, contacts and such may not be transferred from GroupWise over to Outlook so she advised Council to back up their information.

Doug Buell

- Mr. Buell noted that the system would be down from the 27<sup>th</sup> to the 30<sup>th</sup> during the transition.
- He attended the SnoGold 2010 Olympic committee meeting to help businesses and local governments to take advantage of the opportunities available. There may also be opportunities for hosting teams. The County is also working with CTED.

Paul Roberts commented that they are working out issues with the system for the water treatment facility. They think they have figured those out and will be fixing it soon. It is possible that there may be a request for additional staffing before the end of the year.

Chief Smith

- Outlook training tomorrow at 9:00 at Public Safety building.
- He added that they have worked with MPOA throughout this entire process of reorganization and staffing. They understand what the vision is and they are supportive. His department has also had discussions with a Teamsters representative.
- He noted that there will be a Special Olympics Motorcycle Ride on Saturday at Sound Harley. Breakfast will be provided by Kiwanis.

Grant Weed stated that there was not a need for an executive session this week, but there would be next week.

Mary Swenson

- Chief Administrative Officer Swenson commented that they will be starting minimal remodeling in the courtroom.
- She announced that Mayor Kendall was appointed by the Governor to the Public Works Trust Fund.
- She brought up discussion about the timing of the drop lane. Paul Roberts said that he spoke with Kevin Nielsen who informed him that it looks like it will be next week. They are trying to get final sign approvals, but hope to see the work begin before the end of next week.

### **Call on Councilmembers**

Carmen Rasmussen noted that she has been getting emails regarding Highway 92 extension at 83<sup>rd</sup> and 87<sup>th</sup> and is uncertain about how to address those concerns. She requested a clear depiction (map and/or narrative) of what the staff recommendation is for that area. Gloria Hirashima suggested referring people to the website and to the upcoming public hearing.

Jeff Vaughan said he will not be able to attend the next meeting since he will be camping with his scout troop.

Jeff Seibert

- He thanked Chief Smith for his efforts on issues from last week.
- He asked about the sidewalk at Lakewood Crossing that was done with asphalt. Gloria Hirashima explained that it was approved as a temporary fix until WSDOT work is completed and the sidewalk will be redone.
- Councilmember Seibert received information about planning future residential standards from the County. Gloria Hirashima explained that they are doing a Unified Development Code update. Staff met with the McNaughton Group to receive a better understanding of their proposal.
- He asked about the PUD easement. Gloria Hirashima discussed this and the value of a good relationship with the PUD. Councilmember Seibert expressed frustration about the short notice and the lack of consideration of alternatives. He discussed how the city's transportation plan would impact this and requested that they consider other options for the location of the pole.

Lee Phillips

- He discussed a request by a citizen to install a kayak buoy at the waterfront park. Mary Swenson asked him to have him forward the email to her and Jim Ballew.
- He agrees with Jeff's comments about the PUD issues.

John Soriano

- He commended Chief Smith for his plans and vision.
- He asked about the size of the proposed pole and how the PUD would transport it. Jeff Seibert explained how he thought it would work.

Donna Wright discussed King County's ban on trans fats. Healthy Communities was mentioned in a recent article. She was pleased with the media attention.

## Information Items

## Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 9:01 p.m.

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

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

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

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

AGENDA ITEM: Claims	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Claims Listings	APPROVED BY: 
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the July 11, 2007 claims in the amount of \$427,470.30 paid by Check No.'s 40450 through 40582 with Check No.'s 5376, 5468, 5701, 6074, 6779, 6815, 7409, 7647, 15705, 23114, and 31210 voided.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 7/5/2007 TO 7/11/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40450	STATE AVENUE PLAZA, LLC	COURT HOUSE RENT FOR JULY 07	00101250.545000.	28,000.00
	STATE AVENUE PLAZA, LLC	COURT HOUSE RENT FOR JUNE 07	00101250.545000.	28,000.00
40451	ACCURINT	BKGROUND INVESTIGATIONS 6/07	00103010.541000.	30.00
40452	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING	00143523.541000.	1,090.42
40453	PATRICIA ALBERG	JURY DUTY 05/20/05	00102515.549000.	14.05
40454	ALL BATTERY SALES & SERVICE	#922 BATTERY	50100065.534000.	72.91
40455	ALLIED EMPLOYERS LABOR RELATIONS	7/07 MEMBERSHIP DUES	00100110.541000.	2,104.97
40456	AMB TOOLS & EQUIPMENT	RECIRCULATING BLAST CABINET	50100065.535000.	1,844.16
40457	AMERICAN CLEANERS	UNIFORM CLEANING	00103010.526000.	23.87
	AMERICAN CLEANERS		00103121.526000.	38.26
	AMERICAN CLEANERS		00103222.526000.	126.41
	AMERICAN CLEANERS		00103960.526000.	30.38
	AMERICAN CLEANERS		00104190.526000.	116.58
	AMERICAN CLEANERS		00104230.526000.	19.53
40458	AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP CHAP G WA CHAPT	00102020.549000.	295.00
40459	AMSAN SEATTLE	JANITORIAL SUPPLIES CITY HALL	00103530.531400.	43.45
	AMSAN SEATTLE	JANITORIAL SUPPLIES SR CTR	00105250.531400.	43.45
	AMSAN SEATTLE	JANITORIAL SUPPLIES PARKS	00105380.531400.	43.45
40460	CITY OF ARLINGTON	SURF WATER 2ND QTR 07	401.237000.	23,663.51
40461	ASSOCIATION OF WASHINGTON CITIES	ON-SITE REGIST FEE J SORIANO	00100060.541000.	40.00
40462	CHRYIS BERLOLOTTO	RESERVATION REFUND 06/07	00110347.376014.	13.00
40463	BICKFORD FORD-MERCURY	J005 TURN SIGNAL SWITCH	50100065.534000.	79.13
	BICKFORD FORD-MERCURY	#964 REAR BRAKE ROTORS/LUG NUT	50100065.534000.	249.33
	BICKFORD FORD-MERCURY	#964 FR/REAR BRAKE PAD SETS	50100065.534000.	360.68
40464	BONNIE TOURS	6 PSGRS TO VANDUSEN GARDENS	00105250.531051.	474.00
40465	JERRY BUNDY	6/29/07 DEPOSIT RENTAL	001.239100.	58.00
40466	JULIE CALZADA	BBQ SHELTER REFUND	001.239100.	58.00
40467	CARROT-TOP INDUSTRIES	US FLAG @ COURT BLDG	001.231700.	-7.97
	CARROT-TOP INDUSTRIES		00100012.564000.	101.74
40468	CARR'S ACE HARDWARE	PIPE TAPE/ELL/VALVE/PVC	10110564.548000.	23.98
	CARR'S ACE HARDWARE	RECEPTACLES/HPS LAMPS	10110564.548000.	171.35
40469	CASCADE MAILING	UB MAILING	00143523.542000.	295.54
40470	CHAMPION BOLT & SUPPLY	ASSORTED ANTI-FATIGUE GLOVES	00105380.526000.	234.57
	CHAMPION BOLT & SUPPLY	PIPE/MISC FITTINGS	40142480.531300.	251.29
40471	CNR, INC	VOIP LICENSES FOR NEW EMPLOYEE	00100020.531000.	87.20
	CNR, INC		00100020.531000.	87.20
	CNR, INC	PHONES-ENGINEER/COURT	00100020.531000.	182.28
	CNR, INC		00100050.535000.	96.76
	CNR, INC	VOIP LICENSES FOR NEW EMPLOYEE	00100050.535000.	174.40
	CNR, INC		00102020.549000.	87.20
	CNR, INC		50300090.542000.	436.00
40472	COLUMBIA PAINT & COATINGS	COURT BLDG-RAGS/PAINT/BRUSH	00101250.531000.	49.23
	COLUMBIA PAINT & COATINGS	LATEX PAINT, BEADS	10110564.531000.	12,656.24
40473	MERRITT SCOTT CONNER	INSTRUCTIONAL SERVICES	00105250.541020.	40.00
40474	COOK PAGING (WA)	PAGER SVC THRU 7/31/07	00105380.542000.	9.21
40475	CO-OP SUPPLY	LAWN/GARDEN SUPPLIES/METAL	00105380.531000.	17.34
	CO-OP SUPPLY	CREDIT: 50 LBS CALF FEED	00105490.531000.	-94.38
	CO-OP SUPPLY	PETTING ZOO FOOD	00105490.531000.	83.18
	CO-OP SUPPLY		00105490.531000.	107.83
	CO-OP SUPPLY	GALLAGHER STAND REEL	10111230.549000.	84.58
	CO-OP SUPPLY	TARP	41046060.531000.	33.95
40476	GREG COSIMI	HYDRANT FILTER DEP REFUND	401.245200.	200.00
40477	WASHINGTON STATE CRIMINAL JUSTICE	REGIST FEE - W FORSLOF	00103121.549100.	50.00



**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/5/2007 TO 7/11/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40490	ESCHELON TELECOM INC.	CITYHALL 010495321	00101023.542000.	72.13
	ESCHELON TELECOM INC.		00101130.542000.	53.85
	ESCHELON TELECOM INC.		00102020.542000.	375.05
	ESCHELON TELECOM INC.		00103010.542000.	52.89
	ESCHELON TELECOM INC.		00103121.542000.	93.78
	ESCHELON TELECOM INC.		00103222.542000.	383.55
	ESCHELON TELECOM INC.		00103528.542000.	22.48
	ESCHELON TELECOM INC.		00103630.542000.	11.24
	ESCHELON TELECOM INC.		00103960.542000.	117.43
	ESCHELON TELECOM INC.		00104190.542000.	179.97
	ESCHELON TELECOM INC.		00104230.542000.	23.37
	ESCHELON TELECOM INC.		00105250.542000.	15.08
	ESCHELON TELECOM INC.		00105380.542000.	132.79
	ESCHELON TELECOM INC.		00143523.542000.	64.76
	ESCHELON TELECOM INC.		10111230.542000.	73.89
	ESCHELON TELECOM INC.		40142480.542000.	97.82
	ESCHELON TELECOM INC.		40143410.542000.	352.43
	ESCHELON TELECOM INC.		41046170.542000.	11.24
	ESCHELON TELECOM INC.		42047061.542000.	41.17
	ESCHELON TELECOM INC.		50100065.542000.	24.68
	ESCHELON TELECOM INC.		50148058.542000.	27.40
	ESCHELON TELECOM INC.		50200050.542000.	23.32
	ESCHELON TELECOM INC.		50300090.542000.	76.14
40491	EVERETT BARK & LANDSCAPING SUPPLY, I	JENNINGS PARK BARK	00105380.531000.	47.68
40492	EVERETT HYDRAULICS INC	#253 BOOM SWING HYDRAULIC CYL	50100065.534000.	144.83
40493	EVERETT SAFE & LOCK	COURT BLDG- SAFE W/ LOCK	00100012.564000.	1,514.97
40494	EXIDE	CREDIT MEMO: JUNKS	501.141100.	-9.80
	EXIDE	BATTERY GRP HC-31E W/ CORE CHG	501.141100.	67.86
40495	FOREMOST PROMOTIONS	STOCK TATTOOS & RULERS	00103630.531010.	475.00
40496	GAMETIME	DINO FOR DINOSAUR PARK	00105380.548000.	1,040.55
40497	LILIA GARCIA	PAVILION RENTAL REFUND	001.239100.	58.00
40498	LOIS GEIST	DINNER-OT WADE RESERVOIR	40140580.549000.	12.58
40499	GENERAL CHEMICAL CORP	ALUM SULFATE/USE TAX	401.231700.	-253.50
	GENERAL CHEMICAL CORP		401.231700.	-253.25
	GENERAL CHEMICAL CORP		40142480.531320.	3,232.58
	GENERAL CHEMICAL CORP		40142480.531320.	3,235.86
40500	JUDY GEPHART	RENTAL REFUND	00110347.376014.	13.00
40501	GILL ATHLETICS	TRACK & FIELD 07/07 SUPPLIES	00105120.531041.	151.83
40502	JEFF GOLDMAN	TRG REIMB FOR MEALS	00103222.543000.	71.54
40503	GREENSHIELDS INDUSTRIAL SUPPLY	#V015/V016 TOOL BOXES/CAB PROT	50100048.564000.	1,635.95
40504	KRISTIE GUY	WELLNESS CAMPAIGN FUEL CARDS	00100310.549011.	455.00
40505	HARBOR FREIGHT TOOLS	MISC SMALL TOOLS	10111230.549000.	356.27
40506	HARRYS TOWING	EVIDENCE IMPOUND	00103222.541000.	271.50
40507	JIM HAYES	CDL ENDORSEMENT	10111230.541000.	30.00
40508	ROSE HAYES	INSTRUCTIONAL SERVICES	00105250.541020.	60.00
40509	HD FOWLER COMPANY	ELLS/COUPLERS	401.141400.	367.84
	HD FOWLER COMPANY	GASKETS/TUBING/BOX COVERS	401.141400.	849.11
40510	NEIL HIGBEE	RENTAL DEPOSIT REFUND	001.239100.	58.00
40511	HOME DEPOT CREDIT SVCS	JENNINGS BARN REFRIGERATOR	00105380.535000.	595.67
40512	BILL HORNEMAN	INSTRUCTOR SERVICES	00105120.541020.	160.00
40513	FRANCES HOWLAND		00105250.541020.	108.00
40514	IOS CAPITAL	COPIER RENTAL 6/7 - 7/6/07	40142480.545000.	42.87
40515	DENNIS KENDALL	MILEAGE 06/07	00100110.549000.	138.02

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/5/2007 TO 7/11/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40516	KUSTOM SIGNALS INC	BATTERY PACKS, PLIII ASSEMBLY	00103222.531000.	562.50
40517	LAKE STEVENS SCHOOL DISTRICT #4	SCHOOL MITIGATION 06/07	642.237000.	5,572.00
40518	LAWN EQUIPMENT SUPPLY	BLADES	42047165.548000.	107.20
40519	LINDA LORDS	PAVILION DEPOSIT REFUND	001.239100.	58.00
40520	LOWES HIW INC	SHOP VAC FOR ED SPRINGS	40140180.535000.	97.62
	LOWES HIW INC	PW SHOP FOLDING TABLE	40143780.531000.	37.82
40521	MAIN MEDIA	REPLACE CH SIGN/DOOR LETTERING	00103530.548000.	1,655.04
40522	MARYSVILLE GLOBE	LEGAL ADS	00100020.544000.	138.88
	MARYSVILLE GLOBE		00100050.544000.	69.44
	MARYSVILLE GLOBE		00100050.544000.	138.88
	MARYSVILLE GLOBE		00102020.544000.	39.06
	MARYSVILLE GLOBE		00102020.544000.	60.76
	MARYSVILLE GLOBE		00102020.544000.	86.80
	MARYSVILLE GLOBE		00102020.544000.	86.80
	MARYSVILLE GLOBE		00102020.544000.	156.24
	MARYSVILLE GLOBE		41046170.548000.	99.82
40523	MARYSVILLE PAINT & DECORATING	PAINT: MOORGLO CHROME GREEN	00105380.531000.	158.80
40524	MARYSVILLE PRINTING	BUS CARDS - CHAD CROSS	00102020.531000.	113.82
40525	MARYSVILLE SCHOOL DISTRICT #25	SCHOOL MITIGATION 06/07	642.237000.	143,318.00
40526	CITY OF MARYSVILLE	1015 STATE W/S/G & STORMWATER	00101250.547000.	323.80
	CITY OF MARYSVILLE	1049 STATE WATER	00103530.547000.	59.00
	CITY OF MARYSVILLE	1049 STATE IRRIGATION WATER	00103530.547000.	82.30
	CITY OF MARYSVILLE	1049 STATE W/S/G & STORMWATER	00103530.547000.	702.10
	CITY OF MARYSVILLE	514 DELTA W/S/G & STORMWATER	00105250.547000.	620.60
	CITY OF MARYSVILLE	3RD & STATE WATER	00105380.547000.	23.20
	CITY OF MARYSVILLE	4TH & I-5 IRRIGATION WATER	00105380.547000.	45.40
	CITY OF MARYSVILLE	1050 COLUMBIA W/S	00105380.547000.	94.40
	CITY OF MARYSVILLE	514 DELTA AVE W/S	00105380.547000.	99.50
	CITY OF MARYSVILLE	6TH & STATE IRR WATER	00105380.547000.	117.30
	CITY OF MARYSVILLE	1ST & STATE IRR WATER	00105380.547000.	1,399.50
	CITY OF MARYSVILLE	1328 7TH ST STORMWATER	00199513.547000.	16.00
	CITY OF MARYSVILLE	80 COLUMBIA GARBAGE	10110130.547000.	444.00
	CITY OF MARYSVILLE	I-5 @ 1ST GARBAGE	10111230.547000.	281.00
	CITY OF MARYSVILLE	1930 4TH ST STORMWATER	30500030.563000.R0501	16.00
	CITY OF MARYSVILLE	17906 43RD AVE STORMWATER	40141580.547000.	101.56
	CITY OF MARYSVILLE	80 COLUMBIA W/S/G	40142480.547000.	986.93
	CITY OF MARYSVILLE	80 COLUMBIA WATER	40142480.547000.	1,116.40
	CITY OF MARYSVILLE	80 COLUMBIA W/S	40143780.547000.	146.10
	CITY OF MARYSVILLE	61 STATE AVE W/S/STORMWATER	40143780.547000.	685.30
	CITY OF MARYSVILLE	60 STATE AVE W/S/G	40143780.547000.	2,305.00
	CITY OF MARYSVILLE	80 COLUMBIA W/S/G	40143780.547000.	2,900.00
	CITY OF MARYSVILLE	80 COLUMBIA GARBAGE	50100065.547000.	580.00
40527	MCCONNELL & ASSOC	05/07 HEARING EXAMINER SVCS	00102020.541000.	597.20
40528	JANET MYER	SR WATER COLOR SUMMER 07	00105250.541020.	76.80
40529	NELSON PETROLEUM	SCREW PUMP GREASE/FILTER PUMPS	40142480.531300.	254.73
40530	CATHY NEWELL	PAVILION RENTAL REFUND	001.239100.	58.00
40531	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	17.50
	NEXTEL COMMUNICATIONS		50300090.542000.	17.50
	NEXTEL COMMUNICATIONS		50300090.542000.	17.50
	NEXTEL COMMUNICATIONS		50300090.542000.	18.05
	NEXTEL COMMUNICATIONS		50300090.542000.	35.00
	NEXTEL COMMUNICATIONS		50300090.542000.	35.00
	NEXTEL COMMUNICATIONS		50300090.542000.	38.06

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/5/2007 TO 7/11/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40531	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	46.30
	NEXTEL COMMUNICATIONS		50300090.542000.	52.50
	NEXTEL COMMUNICATIONS		50300090.542000.	52.50
	NEXTEL COMMUNICATIONS		50300090.542000.	70.00
	NEXTEL COMMUNICATIONS		50300090.542000.	73.16
	NEXTEL COMMUNICATIONS		50300090.542000.	73.59
	NEXTEL COMMUNICATIONS		50300090.542000.	75.64
	NEXTEL COMMUNICATIONS		50300090.542000.	95.99
	NEXTEL COMMUNICATIONS		50300090.542000.	105.26
	NEXTEL COMMUNICATIONS		50300090.542000.	105.93
	NEXTEL COMMUNICATIONS		50300090.542000.	106.68
	NEXTEL COMMUNICATIONS		50300090.542000.	146.54
	NEXTEL COMMUNICATIONS		50300090.542000.	221.59
	NEXTEL COMMUNICATIONS		50300090.542000.	229.74
	NEXTEL COMMUNICATIONS		50300090.542000.	251.05
	NEXTEL COMMUNICATIONS		50300090.542000.	281.67
	NEXTEL COMMUNICATIONS		50300090.542000.	308.32
40532	NORTH SOUND HOSE & FITTINGS	HOSE/FITTINGS/NOZZLES	10111230.549000.	257.66
	NORTH SOUND HOSE & FITTINGS		40145040.548000.	257.65
	NORTH SOUND HOSE & FITTINGS	FIRE HOSES/COUPLING SETS/ADAPT	50100065.534000.	513.17
40533	NORTHWEST CASCADE INC	UNIT RENTAL SK8PARK	00105380.545000.	103.33
40534	OFFICE DEPOT	OFFICE SUPPLIES	00100110.531000.	32.23
	OFFICE DEPOT		00100110.531000.	120.90
	OFFICE DEPOT		00100110.531000.	129.38
	OFFICE DEPOT		00100310.531000.	111.95
	OFFICE DEPOT		00100310.531000.	187.70
	OFFICE DEPOT	PARKS OFFICE SUPPLIES	00105380.531000.	12.61
	OFFICE DEPOT	INK CARTRIDGES	42047267.531000.	91.09
40535	ORKIN EXTERMINATING	SVC CHG - LIBRARY 6120 GROVE	00112572.548000.	43.43
	ORKIN EXTERMINATING		00112572.548000.	43.43
40536	ADAM OTHMAN	REFUND: LIBRARY MTG ROOM	001.239100.	58.00
40537	OVERALL LAUNDRY SERVICES INC	WWTP MAT CLEANING	40142480.541000.	10.97
	OVERALL LAUNDRY SERVICES INC	MECHANIC'S UNIFORM	42047165.526000.	28.52
	OVERALL LAUNDRY SERVICES INC		42047165.526000.	28.52
	OVERALL LAUNDRY SERVICES INC	UNIFORM CLEANING - MARK/BOB/ST	50100065.526000.	61.88
40538	PACIFIC POWER PRODUCTS	DETENT VALVE/BLADES	00105380.531000.	317.76
40539	PACIFIC TOPSOILS INC	DUMP ASPHALT (10)	10110130.531000.	102.16
	PACIFIC TOPSOILS INC		10110130.531000.	102.16
	PACIFIC TOPSOILS INC		10110130.531000.	102.16
	PACIFIC TOPSOILS INC		10110130.531000.	102.16
40540	THE PARTS STORE	AIR FILTER	501.141100.	8.04
	THE PARTS STORE	WD-40	501.141100.	12.01
	THE PARTS STORE	CABLE TIES	501.141100.	33.77
	THE PARTS STORE	BACKUP ALARM	501.141100.	35.54
	THE PARTS STORE		501.141100.	35.54
	THE PARTS STORE	OIL/AIR/FUEL FILTERS/BULBS	501.141100.	215.96
	THE PARTS STORE	AIR/OIL FILTERS, SOLENOIDS	501.141100.	274.64
	THE PARTS STORE	FILTERS/WIPER BLADES/TIES	501.141100.	293.33
	THE PARTS STORE	WD40/OIL&AIR FILTERS/TIES	501.141100.	368.14
	THE PARTS STORE	DRAIN PLUGS	50100065.531000.	78.11
	THE PARTS STORE	#925 SERPENTINE BELT	50100065.534000.	36.73
	THE PARTS STORE	#807 TAIL LIGHT HOUSING	50100065.534000.	39.33
	THE PARTS STORE	V003 BRAKE PAD SET/ROTOR	50100065.534000.	163.64

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 7/5/2007 TO 7/11/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40541	LAURIE HUGDAHL	COUNCIL MINUTE TAKING SVCS	00100230.541000.	81.00
40542	PELZER GOLF SUPPLIES	LOGOED GOLF TOWELS/SCR PRINT	420.141100.	209.60
40543	PETROCARD SYSTEMS INC	FUEL-FLEET/FACILITIES	50100065.532000.	117.77
	PETROCARD SYSTEMS INC		50200050.532000.	195.32
40544	PICK OF THE LITTER DESIGN, INC.	HEALTH COMM BROCHURE PREP	00100720.541000.	1,340.00
40545	DENISE FREEMAN	JUMPSUIT - STILES	00103121.526000.	371.27
40546	PLATT- EVERETT	COURT BLDG-SCREWS	00100012.564000.	135.85
	PLATT- EVERETT	COURT BLDG-BALLAST/SAW KIT	00100012.564000.	494.71
40547	UNITED STATES POSTAL SERVICE	POSTAGE ACCT #64291	00143523.542000.	8,000.00
40548	PRATT PEST MANAGEMENT	PETTING ZOO PEST REMOVAL	00105380.531000.	70.53
40549	PUBLIC FINANCE INC.	LID ADMINISTRATION FEES	00100011.549000.	100.76
	PUBLIC FINANCE INC.		45000085.549000.	906.84
40550	PUD NO 1 OF SNOHOMISH COUNTY	UTIL CHARGE 1635 GROVE #B	00100010.547000.	101.96
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 258-014-292-1	00105380.547000.	22.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 258-010-895-5	00105380.547000.	23.17
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 600-001-260-6	10110463.547000.	1,152.09
	PUD NO 1 OF SNOHOMISH COUNTY	690-001-250-8	10110463.547000.	1,489.62
	PUD NO 1 OF SNOHOMISH COUNTY	660-001-330-1	10110463.547000.	1,880.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 670-001-300-3	10110463.547000.	9,776.26
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 345-002-250-8	10110564.547000.	55.42
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 295-001-624-2	40140180.547000.	216.16
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 243-001-286-0	40142280.547000.	216.24
40551	PUGET SOUND ENERGY	ACCT 753-901-800-7	00100010.547000.	281.83
	PUGET SOUND ENERGY	835-819-211-3	00101250.547000.	46.32
	PUGET SOUND ENERGY	ACCT 549-775-008-2 CITY HALL	00103530.547000.	60.96
	PUGET SOUND ENERGY	ACCT 616-190-400-5	00105250.547000.	50.35
	PUGET SOUND ENERGY	ACCT 922-456-500-3	40143780.547000.	25.04
	PUGET SOUND ENERGY	ACCT 435-851-700-3	40143780.547000.	108.85
	PUGET SOUND ENERGY	ACCT.# 433-744-264-6	42047267.547000.	25.04
40552	R&D PARK CREEK LLC	REC CONTRACT 253 SEWER	401.253000.	1,280.32
	R&D PARK CREEK LLC	REC CONTRACT 252 SEWER	401.253000.	5,704.08
40553	R&R PRODUCTS INC	SAFETY HARD HATS	42047165.526000.	95.14
	R&R PRODUCTS INC	BUSHINGS	42047165.548000.	40.66
40554	CARMEN RASMUSSEN	MILEAGE-AWC CONF/CITIES & TOWN	00100060.543000.	80.10
40555	WASHINGTON STATE DEPARTMENT OF	2ND QTR LEASEHOLD TAX 2007	001.237050.	2,679.65
40556	PAUL ROBERTS	MEALS/MILES/PARKING 06/07	40143410.549000.	65.55
40557	BEVERLY ROBISON	INSTRUCTIONAL SERVICES	00105250.541020.	240.00
40558	ROY ROBINSON CHEVROLET	#CC04 ROCK/DEBRIS GUARD	50100065.534000.	113.50
	ROY ROBINSON CHEVROLET	#922 HEADLAMP ASSEMBLY	50100065.534000.	172.70
40559	JESSICA SANDE	INSTRUCTOR SERVICES	00105250.541020.	120.00
40560	SEA-ALASKA INDUSTRIAL ELECTRIC INC	WEST TRUNK PUMP STATION REWIND	40142480.548000.	7,418.86
40561	EVE SNIDER	JAZZERCISE INSTRUCTOR	00105120.541020.	867.28
40562	SNOPAC	ACCESS ASSESSMENT QTRLY	00104000.551000.	1,212.62
40563	SOUND SAFETY PRODUCTS CO INC	L MESTON - BOOTS, JEANS	10111230.526000.	311.79
	SOUND SAFETY PRODUCTS CO INC	T-SHIRTS	501.141100.	121.63
40564	SPECIALTY CIGARS INT'L INC	VARIOUS CIGARS/TOBACCO TAX	420.141100.	195.00
40565	WASHINGTON STATE PATROL	FINGERPRINT SEDANO TAXI	00101130.549000.	30.00
40566	SUBURBAN PROPANE	TANK RENTAL @ JENNINGS PARK	00105380.545000.	65.10
40567	SUNSET BOULEVARD PROPERTY LLC	REC CONTRACT 253 SEWER	401.253000.	1,280.32
	SUNSET BOULEVARD PROPERTY LLC	REC CONTRACT 252 SEWER	401.253000.	5,704.08
40568	TERRA RESOURCE GROUP	BAGLEY WK ENDING 6/24/07	00105380.511000.	806.40
	TERRA RESOURCE GROUP	GLASPELL TIER 07/01/07	00143523.541000.	825.20
	TERRA RESOURCE GROUP		00143523.541000.	869.11

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/5/2007 TO 7/11/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40569	TIDMORE FLAGS	US/CITY FLAG-COURT/USE TAX	001.231700.	-19.85
	TIDMORE FLAGS		00100012.564000.	253.35
	TIDMORE FLAGS	CITY OF MSVL FLAGS/USE TAX	501.141100.	1,007.43
	TIDMORE FLAGS		501.231700.	-78.93
40570	TULALIP CASINO-BINGO	ALLIANCE SIGNING CATERING	00100110.549000.	614.23
40571	TYLER TECHNOLOGIES, INC.	SIGNATURE CHANGE PR & AP	00101023.541000.	235.00
40572	UAP DISTRIBUTION,INC	SPRAY SURFACTANT	42047165.531930.	89.09
40573	UNITED PARCEL SERVICE	LATE PAYMENT FEE	00103010.542000.	1.81
40574	UNITED RENTALS	WEED EATERS	10111230.535000.	431.84
	UNITED RENTALS	BOOM PLATFORM RENTAL	42047165.545000.	886.35
40575	VERIZON NORTHWEST	POLE BLDG	00103222.542000.	153.76
	VERIZON NORTHWEST	ACCT 100367827006	00104000.542000.	57.24
	VERIZON NORTHWEST	ACCT 100664011800	00104000.542000.	85.50
	VERIZON NORTHWEST	ACCT 109367558610	10110564.547000.	47.40
	VERIZON NORTHWEST	ACCT 107567892708	10110564.547000.	49.94
40576	WA ASSOC OF BUILDING OFFICIALS	CODE BOOKS	00102020.549000.	777.50
40577	WEBCHECK	ONLINE LIEN REQUEST 06/07	00143523.541000.	924.00
40578	WEED GRAAFSTRA AND BENSON INC PS	LITIGATION/UTIL/ADMINISTRATION	00105515.541000.	523.00
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	9,141.00
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	25,390.35
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R9701	181.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	2,167.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.T0102	2,219.95
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	672.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	805.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	2,120.25
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	9,141.00
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	854.00
40579	WESTCO ELECTRIC LLC	REFUND-HOME APP LICENSE FEE	00100321.319000.	50.00
40580	WESTERN EQUIPMENT DISTRIBUTORS	BUSHING/PIN SPRING	42047165.548000.	88.09
	WESTERN EQUIPMENT DISTRIBUTORS	PIN PIVOT	42047165.548000.	168.64
	WESTERN EQUIPMENT DISTRIBUTORS	SOLENOID/PULLEY ASSEM/BUSHING	42047165.548000.	180.07
40581	WESTERN FACILITIES SUPPLY INC	RESTAURANT JANITORIAL SUPPLIES	42047165.531700.	282.02
40582	MELINDA YOUNG	KBSCC DEPOSIT REFUND	001.239100.	200.00

**WARRANT TOTAL: 428,389.25**

<u>LESS VOIDS</u>		
	CK 5376	( 30.80)
	CK 5468	( 11.44)
	CK 5701	( 5.00)
	CK 6074	( 10.36)
	CK 6779	( 12.16)
	CK 6815	( 20.03)
	CK 7409	( 11.80)
	CK 7647	( 617.83)
	CK 15705	( 127.48)
	CK 23114	( 14.05)
	CK 31210	( 58.00)

**\$427,470.30**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

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

AGENDA ITEM: Claims	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Claims Listings	APPROVED BY: 
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the July 18, 2007 claims in the amount of \$854,669.81 paid by Check No.'s 40583 through 40801 with Check No. 31556 voided.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/12/2007 TO 7/18/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40583	ACE ACME SEPTIC SERVICE INC	PORTABLE RENTAL LAKEWOOD	40140280.541000.	75.95
40584	AFF, GREG & DEENA	UB 461390000000 5719 145TH ST	401.122110.	19.37
40585	AUTOMATIC FUNDS TRANSFER SERVICES	PRINTING SERVICES	40145040.553100.	230.19
40586	AGRI TURF	RETURN 1 PALLET CREDIT	00105380.531000.	-10.85
	AGRI TURF	TURF/RETURN 2 PALLETS	00105380.531000.	88.97
	AGRI TURF	GREEN CARPET TURF & PALLETS	00105380.531000.	238.70
40587	ALBERTSONS FOOD CENTER #471	MEETING SUPPLIES 06/07	30500030.563000.R0603	67.69
	ALBERTSONS FOOD CENTER #471		40142480.531000.	5.56
	ALBERTSONS FOOD CENTER #471		40143410.549000.	5.70
	ALBERTSONS FOOD CENTER #471		40143410.549000.	22.52
40588	ALL BATTERY SALES & SERVICE	#F001 BATTERY	50100065.534000.	189.32
40589	AWWA NW SUBSECTION	T HAWLEY ANNUAL DUES 2007	40143410.541000.	173.00
40590	AMSAN SEATTLE	PARKS & REC JANITORIAL SUPPLIE	00105380.531400.	898.10
	AMSAN SEATTLE		00105380.531400.	1,053.06
	AMSAN SEATTLE	PW SHOP JANITORIAL SUPPLIES	40143780.531000.	56.57
	AMSAN SEATTLE		40143780.531000.	316.25
40591	SNOHOMISH COUNTY AWARDS	TROPHIES SOFTBALL LEAGUE	00105120.531010.	591.33
40592	NANCY BACA	REFUND - ULT BBALL CAMP	00110347.376013.	80.00
40593	BANK OF AMERICA	FINANCE CHARGE FEE REIMB	00100020.549000.	33.49
	BANK OF AMERICA	AWC CONF - TACOMA/MEALS	00100060.549000.	2,007.94
	BANK OF AMERICA		00100110.549000.	718.40
	BANK OF AMERICA		00101023.549000.	16.25
	BANK OF AMERICA		00102020.549000.	12.21
	BANK OF AMERICA	FINANCE CHARGE FEE REIMB	00103010.549000.	1.00
	BANK OF AMERICA	REGISTRATION REIMB	00103010.549100.	275.00
	BANK OF AMERICA	FINANCE CHARGE FEE REIMB	00105380.549000.	5.05
	BANK OF AMERICA	AMR INSTALL BUDGET MTG	40142480.549000.	69.00
	BANK OF AMERICA		40143410.549000.	37.21
	BANK OF AMERICA	AWC CONF - TACOMA/MEALS	40143410.549000.	657.61
40594	BENTON CO DIST COURT	GINGRICH, LESLIE CARL III	001.229050.	535.50
40595	BERGER/ABRAM ENGINEERS INC	PAY ESTIMATE #5	30500030.563000.R0604	58,972.84
40596	BERRY, LEAH J	UB 151020000001 4517 127TH PL	401.122110.	253.01
40597	BOB BARKER COMPANY	CREDIT: 3" PENCILS	00103960.531000.	-45.76
	BOB BARKER COMPANY	VINYL FLEX PENS	00103960.531000.	297.46
40598	RAE BOYD, APRN, BC	INMATE MED SVCS 06/07	00103960.541000.	1,750.00
40599	BOYLE, DAN & LILIANNA	UB 761601627001 6705 66TH ST N	401.122110.	43.61
40600	BROWNS PLUMBING & PUMPS INC	KBSCC URINAL VALVE	00105250.531000.	26.03
40601	MARYKE BURGESS	PMT FOR ICE CREAM TOUR	00105250.531051.	64.56
40602	CAN AM FABRICATIONS	#244 REPAIR BODY PANELS	50100065.548000.	911.40
40603	CAPTAIN DIZZYS EXXON	CAR WASH K NIELSEN 6/29/07	00100020.541000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES POLICE VEHICLES	00103121.548000.	4.50
	CAPTAIN DIZZYS EXXON		00103222.548000.	31.50
	CAPTAIN DIZZYS EXXON		00103630.548000.	4.50
	CAPTAIN DIZZYS EXXON		00104230.548000.	22.50
	CAPTAIN DIZZYS EXXON	CAR WASH PARKS VEHICLE	00105380.531000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASH PARKS VEHICLES	00105380.531000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASH L LARSON 6/19/07	40143410.549000.	4.50
40604	CARR'S ACE HARDWARE	ELECTRICAL WIRE PULLING TOOL	10110564.531000.	124.70
	CARR'S ACE HARDWARE	NUTS/SHRINK TUBE/RECEPTACLE	40143410.549000.	17.43
40605	CASCADE DISTRICT COURT	COOMBS, DAVID	001.229050.	1,045.00
40606	CASCADE MAILING	UB MAILING	00143523.542000.	176.78
40607	CASTELLANI, ED	UB 690037070002 9421 37TH AVE	401.122110.	110.01
40608	CDW GOVERNMENT INC	COURT-NEW VIDEO CABLE	00100050.535000.	7.70

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/12/2007 TO 7/18/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40608	CDW GOVERNMENT INC	COURT-NETWORK EQUIPMENT	00100050.535000.	60.15
	CDW GOVERNMENT INC	NETWORK SUPPLIES	00100050.535000.	87.83
	CDW GOVERNMENT INC	COURT-WIRELESS FOR BLDG	00100050.535000.	3,222.57
	CDW GOVERNMENT INC	NETWORK SUPPLIES	00100110.549000.	389.21
	CDW GOVERNMENT INC		40140780.535000.	343.29
	CDW GOVERNMENT INC	CABLE TIES	50300090.531000.	26.29
	CDW GOVERNMENT INC		50300090.531000.	35.57
	CDW GOVERNMENT INC	NETWORK SUPPLIES	50300090.531000.	167.16
	CDW GOVERNMENT INC	REPLACEMENT HARD DRIVES	50300090.531000.	224.58
	CDW GOVERNMENT INC	NETWORK EQUIP & BUTT SET	50300090.531000.	288.48
	CDW GOVERNMENT INC	NETWORK CARDS & UPS'S	50300090.531000.	602.78
40609	CITY TREASURER EVERETT WA	WATER/FILT SVC PURCH	40140080.533000.	113,474.73
40610	COLLEGIATE PACIFIC	VOLLEYBALLS/TENNIS BALLS	00105120.531050.	130.09
	COLLEGIATE PACIFIC		00105120.531090.	455.32
40611	COOK PAGING (WA)	AIRTIME TO 07/31/07	10111230.542000.	3.83
	COOK PAGING (WA)		40143410.542000.	3.83
40612	CO-OP SUPPLY	SUMMER CONCERT MATERIALS	00105250.531000.	23.54
	CO-OP SUPPLY	CAR WASH SUPPLIES	00105380.531000.	60.12
	CO-OP SUPPLY	PESTICIDE	42047165.531930.	5.41
40613	COPELAND, JODY & MARK	UB 221080000001 4604 123RD PL	401.122110.	62.59
40614	PATRICIA CORNELIUS	JURY DUTY 06/22/07	00102515.549000.	39.90
40615	PHIL CORONA	JENNINGS BARN RENTAL REFUND	001.239100.	58.00
40616	CORPORATE OFFICE SUPPLY	WASTE BASKETS	501.141100.	11.23
	CORPORATE OFFICE SUPPLY	WASTE BASKETS/CAMERAS	501.141100.	145.47
40617	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,556.02
40618	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.531000.	239.95
40619	CRONIN, SEAN	UB 080750000001 8902 52ND DR N	401.122110.	38.01
40620	DAVIS DOOR	PW SHOP REPAIR TO ROLLUP DOOR	40143780.548000.	171.37
40621	DEAN, KEVIN C/O PRO REALTY OPTIONS	UB 041990000005 6602 95TH ST N	401.122110.	130.59
40622	DEAVER ELECTRIC	PSB-INSTALL VIDEO SWITCH	00100010.548000.	535.92
	DEAVER ELECTRIC	STILLY WATER PLANT REROUTE	40140180.541000.	2,126.10
	DEAVER ELECTRIC	AIR GAP PUMPS/HEATER/LIGHT	40142480.548000.	2,983.75
40623	DEX MEDIA INC	YELLOW PAGE AD	42047267.544000.	38.00
40624	DICKS TOWING INC	EVIDENCE IMPOUND	00103222.541000.	43.44
40625	DORGAN, MICHAEL & JUDY	UB 251123031001 11409 54TH DR	401.122110.	156.37
40626	JENNY DOUGLAS	REFUND-JENNINGS BARN RENTAL	001.239100.	58.00
40627	DREAM HOMES UNLIMITED LLC	UB 144509000000 4509 116TH ST	401.122110.	96.50
40628	E&E LUMBER INC	COURT-SCREWS/WALL PLATE	00101250.531000.	8.54
	E&E LUMBER INC	COURT-SHELF SUPPORTS	00101250.531000.	8.68
	E&E LUMBER INC	COURT-TIES/CHALK/VELCRO	00101250.531000.	16.01
	E&E LUMBER INC	COURT-ANGLE IRON	00101250.531000.	28.20
	E&E LUMBER INC	CONCERTS-DOWEL & KEY RING	00105250.531000.	12.41
	E&E LUMBER INC	PVC CAP/CONCRETE	00105380.531000.	5.27
	E&E LUMBER INC	STRAPS/FASTENERS	00105380.531000.	5.30
	E&E LUMBER INC	CONCRETE	00105380.531000.	10.81
	E&E LUMBER INC	CABOOSE-COUPPLINGS/HARDWARE	00105380.531000.	15.05
	E&E LUMBER INC	CONCRETE	00105380.531000.	29.47
	E&E LUMBER INC	CABOOSE-HYDRANT/INSULATE	00105380.531000.	34.48
	E&E LUMBER INC	ASPHALT PATCH	00105380.531000.	47.52
	E&E LUMBER INC		00105380.531000.	71.28
40629	VICKIE EDDY	JURY DUTY 06/22/07	00102515.549000.	29.70
40630	ELECTRICAL ENERGY CONTRACTORS INC	CONTROL LEDS. INSTALL	40142480.548000.M0742	5,075.63
40631	EMERALD 9 LLC	UB 281140000000 5406 129TH PL	401.122110.	130.60

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/12/2007 TO 7/18/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40632	EMERALD HILLS COFFEE SERVICE	KBSCC - COFFEE/SERVICE	10605250.549000.	29.73
40633	THE DAILY HERALD COMPANY	PARKS-ALL COMERS TRACK AD	00105120.531041.	303.28
40634	EVERETT STAMP WORKS	DATE STAMPS	00100050.531000.	228.95
40635	EXIDE	BATTERY GROUP 78-72 W/ CORE	501.141100.	57.76
40636	EYLANDER ELECTRIC	COOLING FAN MOTOR	10110463.548000.	67.33
40637	UKE FAMELOS	REFUND-SCHEDULE CONFLICT	00110347.376008.	107.00
40638	FINANCIAL CONSULTING GROUP, INC.	PAY ESTIMATE #5	41046060.541000.	5,295.00
	FINANCIAL CONSULTING GROUP, INC.		41046060.541000.	5,900.00
40639	FEINGOLD, TARA	UB 420750154002 16416 41ST AVE	401.122110.	23.41
40640	MARYSVILLE FIRST ASSEMBLY	REFUND-PAVILION RENTAL	001.239100.	58.00
40641	DEBRAK FRY	JURY DUTY 06/22/07	00102515.549000.	35.82
40642	CRAIG A. FULLERTON	CONSULTING-PARKS & REC	00105380.541000.	577.50
40643	GALLS INC	MSAC VOLUNTEER NAMETAGS	00103630.526000.	39.19
40644	GLASS, BETH	UB 761601000002 6712 64TH PL N	401.122110.	98.79
40645	GREG LARSON SPORTS	MINI BASKETBALLS	001.231700.	-17.45
	GREG LARSON SPORTS	ALL COMERS TRACK HURDLES	00105120.531041.	235.61
	GREG LARSON SPORTS	MINI BASKETBALLS	00105120.531090.	222.73
40646	GOBLE, GWYNN	UB 821669000001 6501 71ST ST N	401.122110.	167.94
40647	NICOLE GOLDSMITH	REFUND-JENNINGS BARN	001.239100.	58.00
40648	GRAINGER INC	COURT-WALL MOUNTED EXIT SIGNS	00101250.531000.	1,480.76
	GRAINGER INC	UPRIGHT FRAME	10111230.549000.	62.73
40649	GRAY AND OSBORNE	PAY ESTIMATE #6	40143410.541000.	4,235.58
	GRAY AND OSBORNE	PAY ESTIMATE #8	40220594.563000.W0607	190.28
	GRAY AND OSBORNE	PAY ESTIMATE #11	40220594.563000.W0504	3,819.09
40650	GREENSHIELDS INDUSTRIAL SUPPLY	ADAPTER	40142080.531000.	8.17
40651	SCOTT GRIFFITH	JURY DUTY 06/22/07	00102515.549000.	49.40
40652	HAFENSCHER, JULIA	UB 040668000000 8911 62ND DR N	401.122110.	23.90
40653	HARDY, JOANNE	UB 781085000001 5726 61ST DR N	401.122110.	54.41
40654	HARMSEN & ASSOCIATES INC	PAY ESTIMATE #1	40220594.563000.W0304	27,915.00
40655	HARRYS TOWING	EVIDENCE IMPOUND	00103222.541000.	99.15
40656	HASLER, INC	POSTAGE METER LEASE 7/17-8/16	00103010.545000.	219.60
40657	HD FOWLER COMPANY	METER BOX COVER	401.141400.	25.64
	HD FOWLER COMPANY	METER BOX COVERS	401.141400.	80.99
	HD FOWLER COMPANY	ADAPTERS	401.141400.	123.63
	HD FOWLER COMPANY	POLYMER COVERS	401.141400.	598.66
	HD FOWLER COMPANY	RESETTERS/VALVE INLETS	401.141400.	2,254.91
	HD FOWLER COMPANY	MECHANICAL PUMP SWITCH	40142480.548000.M0562	57.03
40658	DEPARTMENT OF HEALTH	1/2 LICENSE FEE FOR TROXLER	10200030.541000.	497.50
	DEPARTMENT OF HEALTH		40145040.548000.M0519	497.50
40659	HEALTHFORCE OCCMED BILLING DEPT	MEDICAL EXAM - M SHELTON	00103010.541000.	472.00
40660	HECKENDORF, KATHY	UB 849000131000 7230 74TH ST N	401.122110.	41.80
40661	HELMS, ERIK	UB 768507000000 8507 78TH AVE	401.122110.	199.89
40662	DEBBIE HOLLAND	BBQ SHELTER REFUND	001.239100.	58.00
40663	NOEL NIETO	INTERPRETER SERVICES	00102515.549000.	113.40
40664	IDEARC MEDIA CORP.	YELLOW PAGE AD	42047267.544000.	187.90
40665	IOS CAPITAL	COPIER	00100050.548000.	253.78
	IOS CAPITAL	COPIER RENTAL 5/10 - 6/10/07	00102020.545000.	287.18
	IOS CAPITAL	COPIER RENTAL/IMAGES/MAINT	00105380.545000.	501.34
	IOS CAPITAL	COPIER RENTAL 5/10 - 6/10/07	40143410.545000.	287.19
40666	DEPT OF INFORMATION SERVICES	RENEWAL AUTO-CAD SUBSCRIPTIONS	00100020.541000.	4,534.38
40667	DANNY IVY	JURY DUTY 06/22/07	00102515.549000.	34.85
40668	JACOBSON'S GUTTER, INC.	JENNINGS ST 8 1/4 GUTTERS	00105380.531000.	163.05
40669	JDS INC	COURT-THRESHOLDS	00101250.531000.	21.96

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/12/2007 TO 7/18/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40670	TRACY JEFFRIES	MOVING EXPENSES/MILEAGE	00101130.549000.	1,812.65
40671	JULIE JOHNSON	JURY DUTY 06/22/07	00102515.549000.	28.12
40672	JUDAH PRAISE CENTER	BBQ SHELTER/PAVILION REFUND	001.239100.	58.00
40673	JUDD & BLACK	MICROWAVE/REFRIGERATOR	00100050.531000.	792.05
	JUDD & BLACK	MILL PROPERTY-WASHER/DRYER	40143780.531000.	685.72
40674	KAMAN INDUSTRIAL TECHNOLOGIES	#258 BALL BEARING	50100065.534000.	46.76
40675	KENWORTH NORTHWEST INC	#256 LOW AIR PRESSURE SWITCH	50100065.534000.	11.79
40676	THOMAS KING	T0101 ELECTRICAL PERMIT	30500030.563000.T0101	75.00
40677	LUKE KOTOVIC	PLIER SET/TAP&DIE SET/SOCKET	50100065.535000.	1,255.55
40678	LAB/COR, INC.	EPA METHOD 1623, TESTS	40140780.541000.	405.00
40679	LADY OF LETTERS, INC	TRANSCRIBE 05/07 PARK BD MINS	00105380.541000.	445.33
40680	LASTING IMPRESSIONS INC	PRINTED SOFTBALL LEAGUE SHIRTS	00105120.531010.	1,272.71
	LASTING IMPRESSIONS INC	PRINTED FIELD & TRACK SHIRTS	00105120.531090.	292.17
	LASTING IMPRESSIONS INC	PRINTED VOLLEYBALL CAMP SHIRTS	00105120.531090.	372.01
	LASTING IMPRESSIONS INC	PRINTED ULTIMATE CAMP SHIRTS	00105120.531090.	389.40
40681	DEPT OF LICENSING	E663058 JACKSON, KEITH RENEWAL	001.237020.	18.00
40682	LITTLEJOHN SERVICES & POLYGRAPH	POLYGRAPH EXAM-SHOVE/MORAN	00103010.541000.	300.00
40683	RACHELLE LLOYD	REFUND-JENNINGS BARN	001.239100.	58.00
40684	LOOMIS	ARMORED TRUCK SVC 06/07	00100050.541000.	386.33
	LOOMIS		00102020.541000.	193.17
	LOOMIS		00103010.541000.	193.17
	LOOMIS		00143523.541000.	193.17
	LOOMIS		40143410.541000.	193.17
	LOOMIS		42047061.541000.	154.50
40685	JULIE LORIG	JURY DUTY 06/22/07	00102515.549000.	23.88
40686	SHANNON MACKAY	REGISTRATION REFUND	00110347.376009.	98.00
40687	DAWN MALDONADO	JURY DUTY 06/22/07	00102515.549000.	34.36
40688	JAMES MAPLES	REIMB-FUEL/MEALS-TRAINING	00103222.542000.	20.10
	JAMES MAPLES		00103222.543000.	89.16
40689	MARYSVILLE AWARDS	RIBBONS-ALL COMERS TRACK MEET	00105120.531041.	248.47
40690	MARYSVILLE MUNICIPAL COURT	BANK CARD FEES	00100050.541000.	399.14
40691	MARYSVILLE PRINTING	BUSINESS CARDS - OATES	00103222.531000.	48.77
	MARYSVILLE PRINTING	BUSINESS CARDS SPARR	00103222.531000.	48.77
	MARYSVILLE PRINTING	PRINT TRAFFIC ORDINANCE VIOLAT	00103222.531000.	154.07
	MARYSVILLE PRINTING	ALL COMERS LAMINATING SHEETS	00105120.531041.	48.83
	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS	50100065.531000.	272.98
40692	MARYSVILLE SCHOOL DISTRICT #25	JAZZERCISE CLASSES 06/07	00105120.531091.	119.04
	MARYSVILLE SCHOOL DISTRICT #25	DAY CAMPS-ALLEN CREEK 06/07	00105120.531091.	252.00
40693	CITY OF MARYSVILLE	TUSCANY RIDGE IRR WATER	00105380.547000.	137.30
	CITY OF MARYSVILLE	6802 84TH ST W/S/G	42047267.547000.	385.20
40694	MATERIALS TESTING & CONSULTING INC	PAY ESTIMATE #1	40230594.563000.S0602	523.95
40695	MCGREGOR HARDWARE DISTRIBUTION	COURT-MARK 170AB TAIL PCS	00100012.564000.	55.84
	MCGREGOR HARDWARE DISTRIBUTION	COURT-MARK 170AB SIDE PIECES	00100012.564000.	95.05
40696	MCLOUGHLIN & EARDLEY CORP	BULB STROBE REPLACEMENT	501.141100.	56.60
	MCLOUGHLIN & EARDLEY CORP	#P128 14" CONSOLE	501.231700.	-29.94
	MCLOUGHLIN & EARDLEY CORP	#P128 GUN LOCK/MOUNT KIT	501.231700.	-18.02
	MCLOUGHLIN & EARDLEY CORP	GUN LOCK TIMER #P128	501.231700.	-7.25
	MCLOUGHLIN & EARDLEY CORP		50100048.564000.	92.45
	MCLOUGHLIN & EARDLEY CORP	#P128 GUN LOCK/MOUNT KIT	50100048.564000.	229.94
	MCLOUGHLIN & EARDLEY CORP	#P128 14" CONSOLE	50100048.564000.	382.14
40697	MEMORY4LESS	MEMORY UPGRADES	50300090.535000.	119.95
40698	MICROFLEX INC	TAXTOOL REPORT 2006/2007	00101023.541000.	1,026.20
40699	MODERN SEWER CORP.	HYDRANT METER DEPOSIT REFUND	401.245200.	186.00

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/12/2007 TO 7/18/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40700	ARNOLD MORENO	TENNIS INSTRUCTION SERVICES	00105120.541020.	1,898.40
40701	RICHARD MORRIS	JURY DUTY 06/22/07	00102515.549000.	21.94
40702	MOSE, DAREK	UB 070870000002 5515 95TH ST N	401.122110.	23.34
40703	NATIONAL BARRICADE COMPANY	BARRICADES/BARRELS	10111230.531000.	4,673.17
40704	NELSON PETROLEUM	RED TAC GREASE	41046060.548000.	203.80
40705	STEPHANIE NEWMAN	JURY DUTY 06/22/07	00102515.549000.	10.97
40706	NEWSTRIPE INC	"NO PARKING" STENCIL	10110564.535000.	107.86
40707	NEXXPOST LLC	SUPPLIES	00100050.531000.	61.77
	NEXXPOST LLC	CONTRACT BASE COST	00100050.531000.	108.90
	NEXXPOST LLC	SUPPLIES	00101023.531000.	61.76
	NEXXPOST LLC	CONTRACT BASE COST	00101023.531000.	108.90
	NEXXPOST LLC	SUPPLIES	00101130.531000.	61.76
	NEXXPOST LLC	CONTRACT BASE COST	00101130.531000.	108.90
	NEXXPOST LLC	SUPPLIES	40143410.531000.	61.77
	NEXXPOST LLC	CONTRACT BASE COST	40143410.531000.	108.90
40708	NIKODYM, DAVID & KIMBERLY	UB 220920000002 4728 126TH ST	401.122110.	170.86
40709	NORTH COAST ELECTRIC COMPANY	SUBMERSIBLE PUMP CABLE	42047165.531920.	780.07
40710	NORTHERN ENERGY PROPANE	PROPANE CONNECTORS	10110564.531000.	60.28
40711	NORTHWEST CASCADE INC	HONEYBUCKETS PARKS	00105120.531010.	206.65
40712	NORTHWESTERN AUTO REBUILD INC	#J014 REPAIR ACCIDENT DAMAGE	50100065.548000.	2,333.51
40713	WORTH NORTON	REIMBURSEMENT-COURT PROJECT	00100050.535000.	117.99
	WORTH NORTON	REIMBURSEMT - TRAVEL/SUPPLIES	50300090.531000.	172.05
	WORTH NORTON		50300090.543000.	21.68
40714	NW SPECIALTIES	POND TREATMENT	42047165.531920.	424.71
40715	VANCE P ODELL	PUBLIC DEFENSE FEES	00102515.541000.	6,000.00
40716	OFFICE DEPOT	PENCILS/COPIER PAPER	00100020.531000.	40.60
	OFFICE DEPOT	OFFICE SUPPLIES	00100050.531000.	92.55
	OFFICE DEPOT	PENCILS/COPIER PAPER	00102020.531000.	39.27
	OFFICE DEPOT	OFFICE SUPPLIES	00103010.531000.	11.44
	OFFICE DEPOT		00103121.531000.	129.58
	OFFICE DEPOT		00103222.531000.	185.00
	OFFICE DEPOT		00104190.531000.	30.50
	OFFICE DEPOT	KIT/DISPOSABLE CONTAINMENT	00104190.531000.	71.52
	OFFICE DEPOT	REC-CALCULATOR/BINDER	00105120.531000.	18.62
	OFFICE DEPOT	DAY CAMPS-PRESENTATION BOARD	00105120.531080.	10.51
	OFFICE DEPOT	MAINT MGR INK CARTRIDGES	00105380.531000.	18.70
	OFFICE DEPOT	ADMIN INK CARTRIDGES/CARD STK	00105380.531000.	26.97
	OFFICE DEPOT	ADMIN - PHOTO PAPER/POST ITS	00105380.531000.	50.16
	OFFICE DEPOT	PENCILS/COPIER PAPER	40142480.531000.	343.07
	OFFICE DEPOT		40143410.531000.	2.17
	OFFICE DEPOT		40143410.531000.	40.60
	OFFICE DEPOT	POSTAL SCALE	42047165.531000.	23.96
	OFFICE DEPOT	PENCILS/COPIER PAPER	50100065.531000.	6.54
	OFFICE DEPOT		50200050.531000.	6.54
40717	ONISHCHUK, ANATOLIY	UB 651449128501 10703 59TH DR	401.122110.	220.71
40718	OSBORNE, JEREMY	UB 984712600000 4712 60TH AVE	410.122100.	12.46
40719	OTAK	PAY ESTIMATE #29	40220594.563000.W0402	1,812.00
	OTAK	PAY ESTIMATE #11	40220594.563000.W0404	7,128.78
	OTAK	PAY ESTIMATE #14	40250594.563000.D0501	3,773.50
40720	OVERALL LAUNDRY SERVICES INC	MEZZANINE MAT CLEANING	40143780.549000.	15.63
	OVERALL LAUNDRY SERVICES INC		40143780.549000.	24.51
	OVERALL LAUNDRY SERVICES INC	MECHANICS UNIFORM CLEANING	42047165.526000.	28.52
	OVERALL LAUNDRY SERVICES INC	UNIFORM CLEANING	50100065.526000.	61.88

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/12/2007 TO 7/18/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40721	PACIFIC POWER PRODUCTS	BALL JOINT	42047165.548000.	55.85
	PACIFIC POWER PRODUCTS		42047165.548000.	63.59
40722	PALMER, REX	UB 570731950001 17506 27TH AVE	401.122110.	42.82
40723	PAPE MACHINERY	OIL FILTERS	501.141100.	29.14
40724	FLORENCE PARKS	REFUND-JENNINGS PAVILION	001.239100.	58.00
40725	THE PARTS STORE	RETURN-CORE DEPOSIT	00105380.598000.	-10.85
	THE PARTS STORE	BATTERY/CORE DEPOSIT	00105380.598000.	49.86
	THE PARTS STORE	REFLECTOR	501.141100.	0.70
	THE PARTS STORE	TRACTOR WKLIGHT ASSMBLY	501.141100.	23.62
	THE PARTS STORE	OIL, TIES, WASHER FLUID, FLASH	501.141100.	113.25
	THE PARTS STORE	WIPER BLADES, PWR STEERING FL	501.141100.	173.57
	THE PARTS STORE	AIR/OIL FILTERS, ALARM, TIES	501.141100.	200.17
	THE PARTS STORE	#V002 - CREDIT RETURN CORE	50100065.534000.	-60.28
	THE PARTS STORE	CREDIT-RETURN WRONG PART	50100065.534000.	-6.05
	THE PARTS STORE	#556 TRANS FILTER KIT	50100065.534000.	14.45
	THE PARTS STORE	#J003 FUEL TANK FILLER CAPS	50100065.534000.	17.99
	THE PARTS STORE	#V002 POWER STEERING PUMP/CORE	50100065.534000.	150.11
	THE PARTS STORE	#525 FRONT/REAR SHOCK ABSORBER	50100065.534000.	171.82
40726	PASCHAL, ROBERT	UB 201090000000 13309 47TH DR	401.122110.	7.54
40727	PATRICKS PRINTING	FORMS, FINDING & SENTENCING	00100050.531000.	76.77
	PATRICKS PRINTING		00100050.531000.	160.29
	PATRICKS PRINTING		00100050.531000.	214.28
	PATRICKS PRINTING		00100050.531000.	395.58
	PATRICKS PRINTING		00100050.531000.	538.70
40728	LISA PAUL	PRO-TEM SERVICES	00100050.541000.	100.00
40729	LAURIE HUGDAHL	COUNCIL MINUTE TAKING SERVICES	00100230.541000.	120.00
40730	PHYLLIS PETERSON	REFUND: JENNINGS PARK BARN	001.239100.	58.00
40731	PETROCARD SYSTEMS INC	FUEL-FLEET/FACILITIES	50100065.532000.	87.08
	PETROCARD SYSTEMS INC		50200050.532000.	227.37
40732	PHAROS CORPORATION	PAY ESTIMATE #7	30500030.563000.R0301	5,416.79
40733	DENISE FREEMAN	JACKET-LAMOUREUX/ROBBINS	00103010.526000.	289.97
	DENISE FREEMAN		00103222.526000.	289.97
	DENISE FREEMAN	JUMPSUIT-KING	00103222.526000.	371.27
	DENISE FREEMAN	JUMPSUIT-ZARETZKE	00103528.526000.	371.27
40734	POOLE, ALAN	UB 051012060000 9123 58TH DR N	401.122110.	44.68
40735	POST ACADEMY- IDAHO	RASMUSSEN TRG-COMMAND SCHOOL	00103121.543000.	375.00
40736	UNITED STATES POSTAL SERVICE	PERMIT 42 ACCOUNT	00143523.542000.	4,000.00
40737	POWDER FAB	POWDER COAT KIOSKS	00105380.549000.P0706	817.80
40738	PRO TEAM JANITORIAL	EXTRA CLEANING KBSCC	00105250.545000.	40.00
40739	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-066-9	40140180.547000.	29.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 300-001-899-8	40142280.547000.	29.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-786-2	40142280.547000.	439.44
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 381-001-187-8	40142480.547000.	62.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 529-001-155-9	40143780.547000.	1,307.81
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 416-001-067-6	40143780.547000.	1,970.60
40740	QUADRANT HOMES	UB 847617000000 7617 83RD DR N	401.122110.	14.00
40741	RAY, SCOTT	UB 114315000000 4315 103RD PL	401.122110.	23.98
40742	RENTAL CONNECTION	UB 690031000005 4315 92ND ST N	401.122110.	297.61
40743	RENTAL MANAGEMENT CO	UB 281500303503 13001 58TH AVE	401.122110.	128.00
40744	RENTAL MANAGEMENT CO	UB 249999999200 10506 57TH DR	401.122110.	157.20
40745	RH2 ENGINEERING INC	PAY ESTIMATE #37	40220594.563000.W0101	1,375.43
	RH2 ENGINEERING INC	PAY ESTIMATE #3	40220594.563000.W0605	7,439.68
	RH2 ENGINEERING INC	PAY ESTIMATE #4	40220594.563000.W0605	13,082.17

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 7/12/2007 TO 7/18/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40746	RIEBE, ROBERT	UB 281500112201 5618 124TH PL	401.122110.	150.93
40747	JILL RITTENHOUSE	REFUND-SCHEDULE CONFLICT	00110347.376010.	35.00
40748	TERRY ROALSON	JURY DUTY 06/22/07	00102515.549000.	40.67
40749	LALONI MAY ROBBINS		00102515.549000.	15.33
40750	JIM ROSTEN	REFUND-BBQ SHELTER	001.239100.	58.00
40751	SEBCO INC	UB 980098000130 3805 124TH ST	401.122130.	368.09
40752	DEAN SEVON	KAYAKING SUMMER 07	00105120.541020.	144.00
40753	SHATTO, BRIAN	UB 651449140002 5907 105TH PL	401.122110.	25.00
40754	SHEMET, BRENT & APRIL	UB 281500300502 12909 58TH AVE	401.122110.	6.93
40755	SHELLEY SHERMAN	REFUND-COMEFORD PARK	001.239100.	58.00
40756	SHORB, JOHN & BRITTNEY	UB 986702000001 6702 49TH ST N	401.122130.	88.39
40757	SHRED IT WESTERN WASHINGTON	DOCUMENT DESTRUCTION	00100050.548000.	49.50
	SHRED IT WESTERN WASHINGTON	SHREDDING SERVICE 06/29/07	00103010.541000.	49.50
40758	SIMPLOT PARTNERS	SEED	42047165.531950.	453.26
40759	SISKUN POWER EQUIPMENT	#258 OIL FILLER CAPS	50100065.534000.	33.17
40760	TONY SITZ	JURY DUTY 06/22/07	00102515.549000.	10.97
40761	SIX ROBBLEES INC	#J010/#J003 MOUNTS/PINS	50100065.534000.	311.40
	SIX ROBBLEES INC	TIRE DUNK TANK	50100065.535000.	1,112.66
40762	SNOHOMISH COUNTY CORRECTIONS	JAIL SVCS 04/07	00103960.551000.	50,841.52
	SNOHOMISH COUNTY CORRECTIONS	JAIL SVCS 05/07	00103960.551000.	51,379.43
	SNOHOMISH COUNTY CORRECTIONS	JAIL SVC FEES 03/07	00103960.551000.	67,913.18
40763	SNO CO PUBLIC WORKS	OVERLAYS MARYSVILLE 05/07	10200030.541000.	398.42
	SNO CO PUBLIC WORKS	OVERLAYS MARYSVILLE 11/06	10200030.541000.	2,450.54
	SNO CO PUBLIC WORKS	05/07 WORK	40230594.563000.S0102	853.70
	SNO CO PUBLIC WORKS	02/07 WORK	40230594.563000.S0102	2,126.95
	SNO CO PUBLIC WORKS	03/07 WORK	40230594.563000.S0102	2,830.16
40764	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNESS FUNDS	00102570.551000.	872.88
40765	SNOW, KATHLEEN	UB 980930000000 5900 64TH ST N	410.122100.	71.66
40766	ANDY SO	JURY DUTY 06/22/07	00102515.549000.	32.91
40767	SOUND SAFETY PRODUCTS CO INC	NAVIGATOR JACKETS	501.141100.	70.54
	SOUND SAFETY PRODUCTS CO INC	SAFETY VESTS	501.141100.	105.99
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR/GLOVES	501.141100.	326.67
40768	FRANK STAIR	WASTEWATER TREATMENT EXAM	40143410.549050.	72.00
40769	TIMOTHY STANFIELD	JURY DUTY 06/22/07	00102515.549000.	13.88
40770	WASHINGTON STATE PATROL	FINGER PRINT CHECKS	001.237100.	48.00
40771	STILLY-SNOHOMISH FISHERIES	EARTH DAY SUPPLIES/MATERIALS	40145040.553100.	50.00
40772	SUBWAY NORTHWEST, INC.	GRAB & GO PROGRAM SANDWICHES	00105120.531050.	47.91
40773	SUNNYSIDE NURSERY	PAVILION CONCERT PLANTS	00105380.531000.	30.23
40774	T BAILEY, INC.	PAY ESTIMATE #11	40220594.563000.W0101	97,885.88
	T BAILEY, INC.	PAY ESTIMATE #10	40220594.563000.W0304	138,058.65
40775	TAB NORTHWEST	ALPHA LETTERS	00100050.531000.	53.42
40776	JOHN TATUM	REIMB-PARKING PSRC SEMINAR	00100020.543000.	14.00
40777	TERRA RESOURCE GROUP	BAGLEY WK END 07/01/07	00105380.511000.	806.40
	TERRA RESOURCE GROUP	GOULD WK END 07/01/07	10110130.541000.	322.56
40778	TEXTRON FINANCIAL CORPORATION	EZ GO GAS CARTS	42047165.545000.	1,616.00
40779	LORRIE TOWERS	PRO-TEM SERVICES	00100050.541000.	285.00
	LORRIE TOWERS		00100050.541000.	1,110.00
40780	TROXLER ELECTRONIC LABS	1/2 COSTS TROXLER BADGES	10200030.541000.	304.88
	TROXLER ELECTRONIC LABS		40145040.548000.M0519	304.89
40781	TUCKER, LESLIE	UB 530740000001 17912 39TH DR	401.122110.	9.88
40782	UNITED RENTALS	DIAMOND BLADE CHARGE	10110130.531000.	322.79
	UNITED RENTALS	Item 6 -8	10110130.531000.	335.24
	UNITED RENTALS		40141080.535000.	322.80

DATE: 7/17/2007  
TIME: 5:37:21PM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 7/12/2007 TO 7/18/2007**

PAGE: 8

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
40782	UNITED RENTALS	DIAMOND BLADE CHARGE	40141080.535000.	335.24
	UNITED RENTALS	TAPE MEASURE	501.141100.	52.02
	UNITED RENTALS	DUCT TAPE/BATTERIES	501.141100.	93.13
40783	US BANK NATIONAL ASSOCIATION	PAY ESTIMATE #11	40220594.563000.W0101	4,770.27
40784	US BANK NATIONAL ASSOCIATION	PAY ESTIMATE #10	40220594.563000.W0304	6,669.50
40785	VERIZON NORTHWEST	03 0274 1044492270 07	00100050.542000.	821.62
	VERIZON NORTHWEST	ACCT.# 03 0211 1097788318 10	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT 03 0275 1027463801 05	00104000.542000.	102.61
	VERIZON NORTHWEST	ACCT 103957234007	40142480.542000.	51.58
	VERIZON NORTHWEST	ACCT030211109792481505	40143410.542000.	74.85
40786	VINYL SIGNS & BANNERS	BARRICADE STICKERS	10110564.531000.	1,220.63
40787	WASHINGTON STATE TREASURER	PUB SAFETY & BLDG REVENUE	001.237010.	48,293.93
	WASHINGTON STATE TREASURER		001.237030.	432.00
40788	JEARL WALKER	JURY DUTY 06/22/07	00102515.549000.	19.70
40789	WATSON, JIM & DENISE	UB 610920000001 3930 118TH PL	401.122110.	97.53
40790	LOREN WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	68.00
	LOREN WAXLER		00102515.541000.	68.00
	LOREN WAXLER		00102515.541000.	80.00
	LOREN WAXLER		00102515.541000.	84.00
	LOREN WAXLER		00102515.541000.	160.00
	LOREN WAXLER		00102515.541000.	328.00
40791	WELCOME COMMUNICATIONS	MOTOROLA BATTERY PACK	00103222.531000.	103.26
40792	WESTERN FACILITIES SUPPLY INC	LINERS/DISENFECTANT/PAPER	00103960.531000.	573.96
40793	WESTERN PETERBILT INC	#651 DIXON SPEED SWITCH	50100065.534000.	277.67
	WESTERN PETERBILT INC	#J011 DRAGLINK ASSEMBLY	50100065.534000.	1,313.11
40794	WHELEN ENGINEERING CO	#P128 OPTICOM EMITTER	50100048.564000.	1,283.10
40795	WIERSMA, DARRYN & CHRISTINA	UB 761359510001 6518 76TH DR N	401.122110.	202.21
40796	CAROLYN WIES	EXPRESS MAIL POSTAGE	00103010.542000.	32.50
40797	WILDER CONSTRUCTION CO	ASPHALT	10110130.531000.	1,683.04
40798	JEAN WILSON	RAFTING TRIP REFUND	00110347.376009.	125.00
40799	WINGFOOT COMMERCIAL	#561 TIRES LT215/85R16	50100065.534000.	212.20
40800	WSSUA	UMPIRES-SOFTBALL LEAGUE	00105120.531010.	2,530.00
40801	ZAMORA, CHRISTA & KARL	UB 651445300001 10203 62ND DR	401.122110.	14.00

**WARRANT TOTAL: 854,727.81**

**LESS VOIDS                      CK 31556                      ( 58.00)**

**\$854,669.81**

**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>

RECOMMENDED ACTION: 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.
COUNCIL ACTION:



**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>	
<b>Description of Work</b> 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
<hr/>			
	<b>Reimbursable Total</b>		<b>\$467.90</b>
<b>Subconsultant Costs</b>			
DKS			\$30,493
<hr/>			
	<b>Subconsultant Total</b>		<b>\$30,492.81</b>
<hr/>			
	<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
<hr/>			
	Subtotal: DSC	316	\$9,936.00
<b>Direct Salary Escalation Factor</b> (90% of total costs for escalation)	<b>Cost</b> \$8,942.40	<b>Multiplier</b> 0.000	<b>Direct Salary Total Cost</b> \$0.00
	<b>Total DSC =</b>		<b>\$9,936.00</b>
<hr/>			
<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
<hr/>			
	<b>Total KPFF</b>		<b>\$29,992.81</b>
<hr/>			
<b>Direct Reimbursables</b>			
Reproduction			\$200.00
travel -- Parking and Mileage			\$200.00
Courier			\$100.00
<hr/>			
	<b>Reimbursable Total</b>		<b>\$500.00</b>
<hr/>			
<b>Total Agreement Amount</b>			<b>\$30,493</b>

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

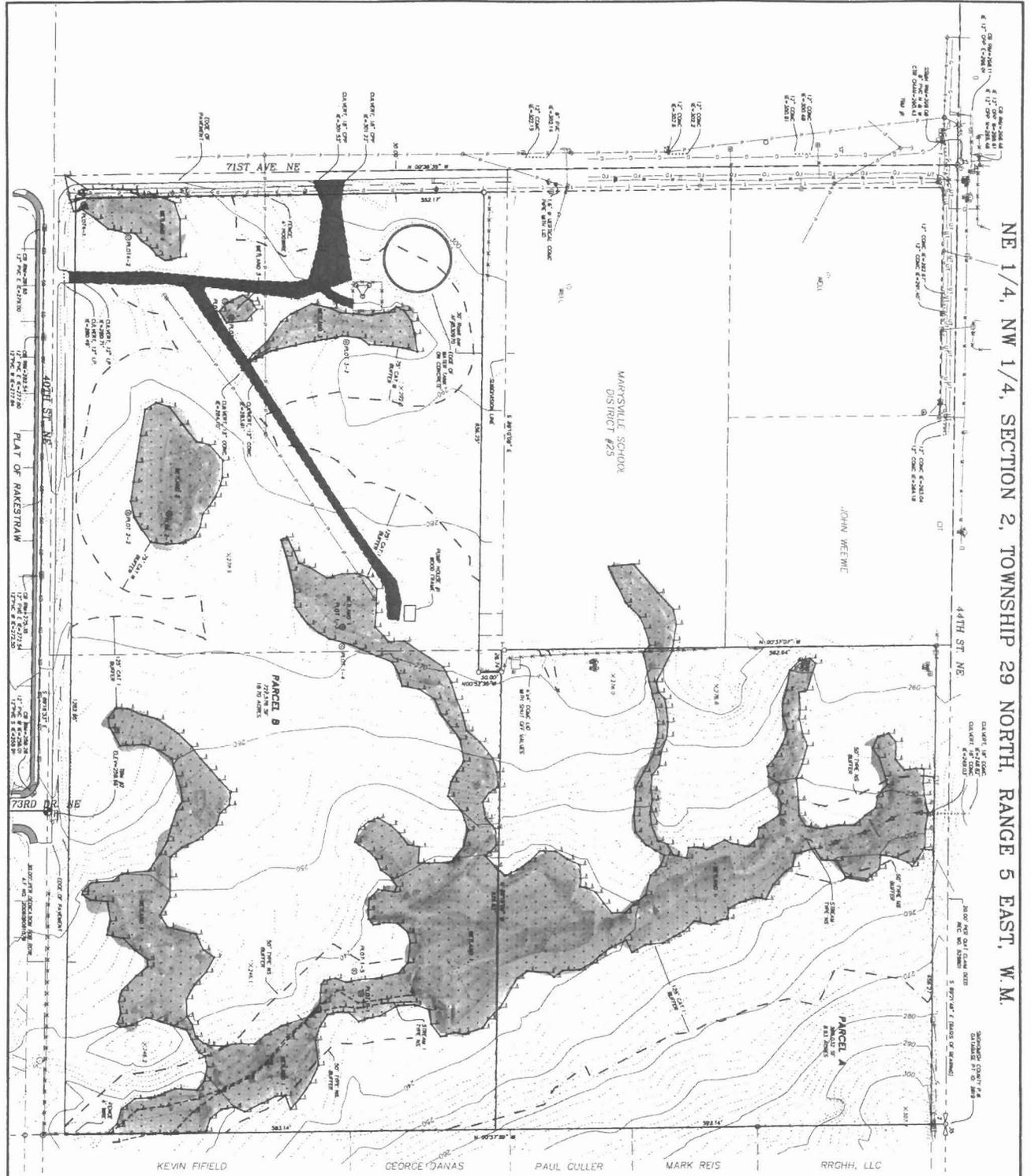
**City Council Meeting Date:** July 23, 2007

<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 HYDRANT
- 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 DRIVEWAY
- METEORIC
- CONCRETE MARK
- WELDRING MARK (UNDERGROUND)
- TRIPPER ORIS 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

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

**REVISIONS**

DATE: 12-07-07

BY: [Signature]

SCALE: 1" = 60'

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

---

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

PSA Supplement No. 1 - Sunnyside Reservoir Property Short Plat

**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.
---

COUNCIL ACTION:
-----------------

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 # B4466-4 (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  $N01^{\circ}37'12''E$  BEING PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 403.14 FEET; THENCE  $N88^{\circ}22'48''W$  BEING AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR 42 FEET TO THE TRUE POINT OF BEGINNING; 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  $N01^{\circ}37'12''E$  FOR 17.33 FEET; THENCE  $S88^{\circ}22'48''E$  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  $S04^{\circ}00'46''W$  ALONG THE EAST LINE THEREOF FOR 880.00 FEET; THENCE  $N87^{\circ}32'42''W$  BEING PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER FOR 990.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE  $N04^{\circ}00'46''E$  FOR 72.34 FEET TO EXISTING FENCE LINE; THENCE  $S88^{\circ}52'09''E$  ALONG AN EXISTING FENCE LINE FOR 67.88 FEET; THENCE  $S87^{\circ}36'56''E$  ALONG AN EXISTING FENCE LINE FOR 86.59 FEET; THENCE  $S88^{\circ}20'55''E$  ALONG AN EXISTING FENCE LINE FOR 205.80 FEET; THENCE  $S88^{\circ}15'50''E$  ALONG AN EXISTING FENCE LINE FOR 88.78 FEET; THENCE  $S01^{\circ}49'05''E$  ALONG AN EXISTING FENCE LINE FOR 58.89 FEET; THENCE  $S80^{\circ}02'48''E$  ALONG AN EXISTING FENCE LINE FOR 43.71 FEET; THENCE  $S04^{\circ}00'46''W$  ALONG AN EXISTING FENCE LINE FOR 13.52 FEET TO A LINE THAT BEARS  $S881^{\circ}32'42''E$  FROM THE TRUE POINT OF BEGINNING; THENCE  $N87^{\circ}32'42''W$  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**

---

**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 (superceded)
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

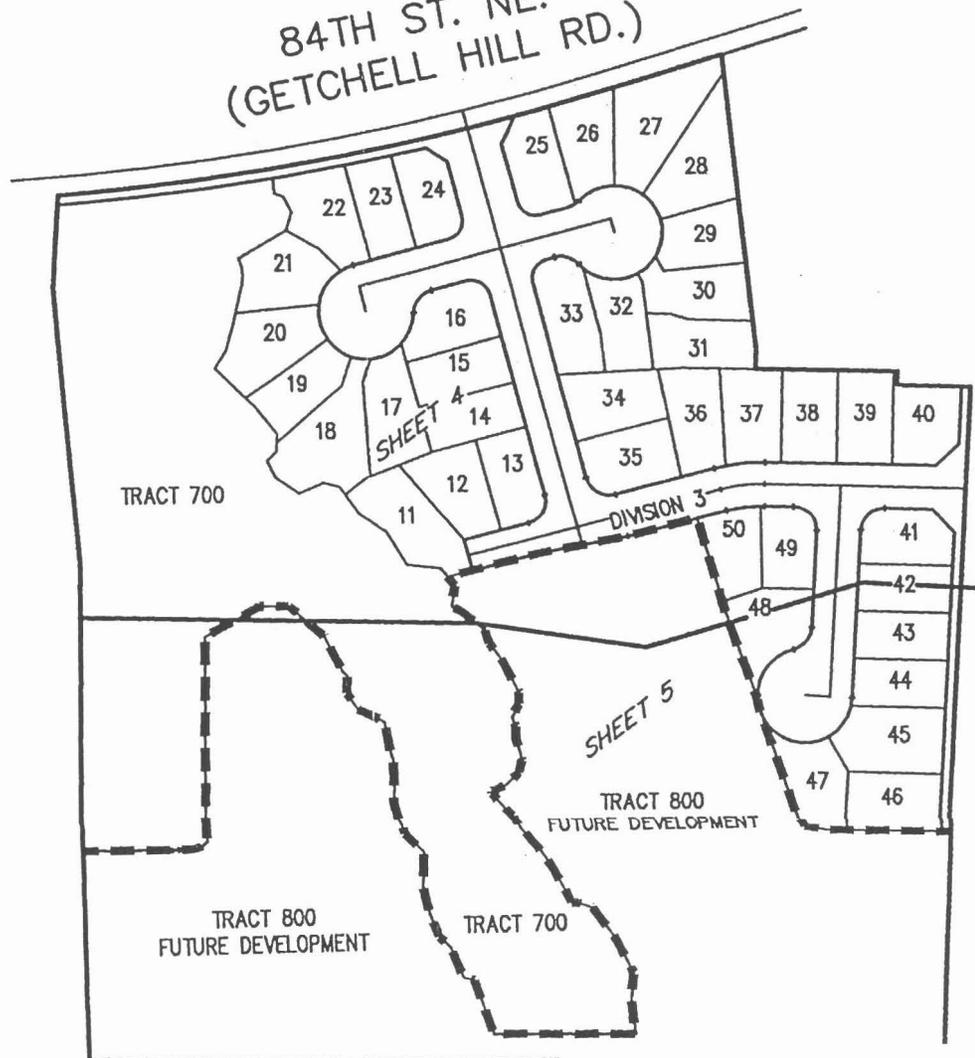
Mary Wilcox  
8209 83<sup>rd</sup> Ave. NE  
Marysville, WA 98270

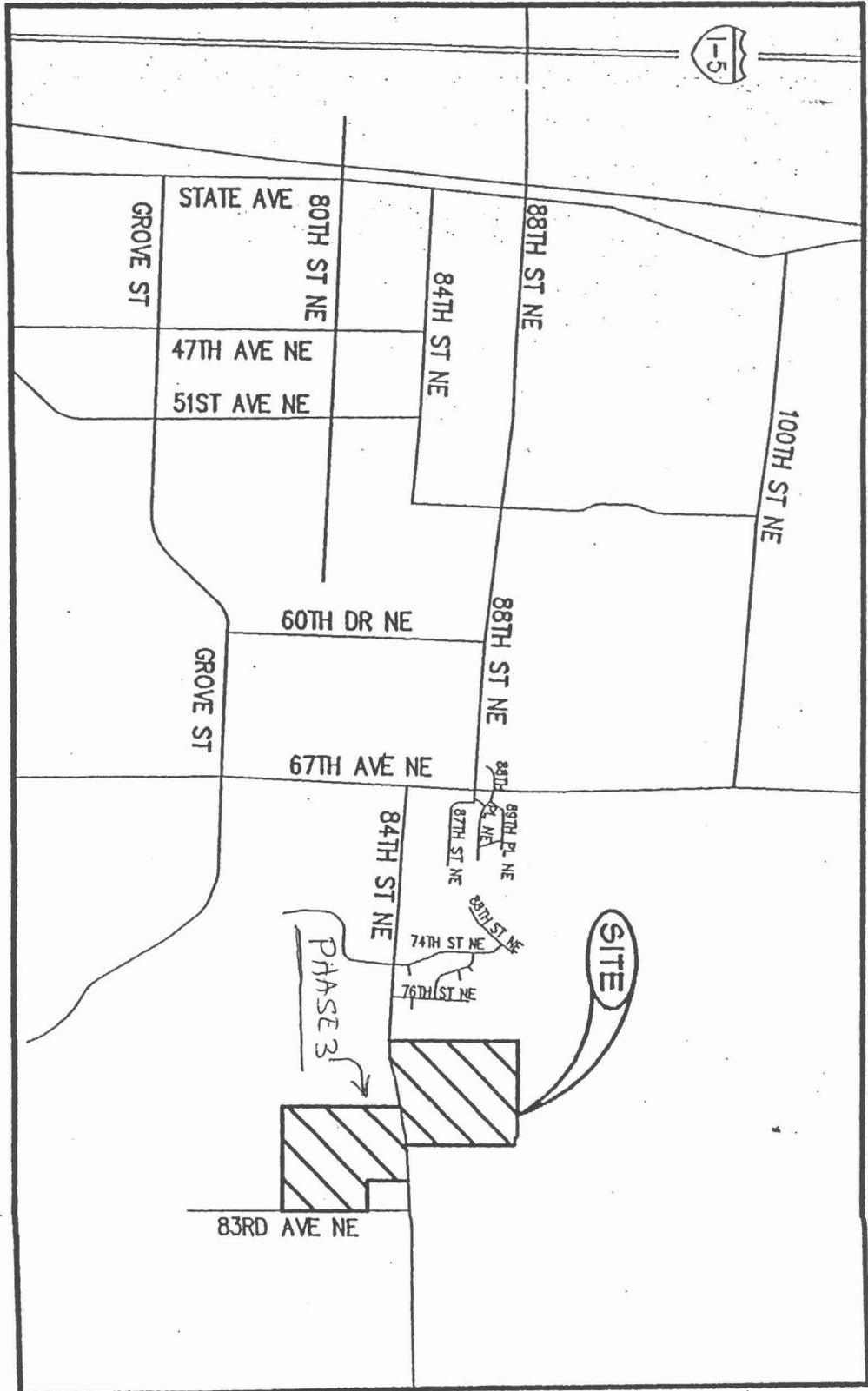
Gary Petershagen  
PO Box 1465  
Marysville, WA 98270

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

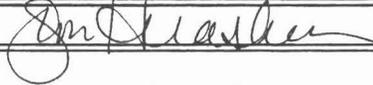
**FINAL PLAT CHECK LIST**

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: 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.**

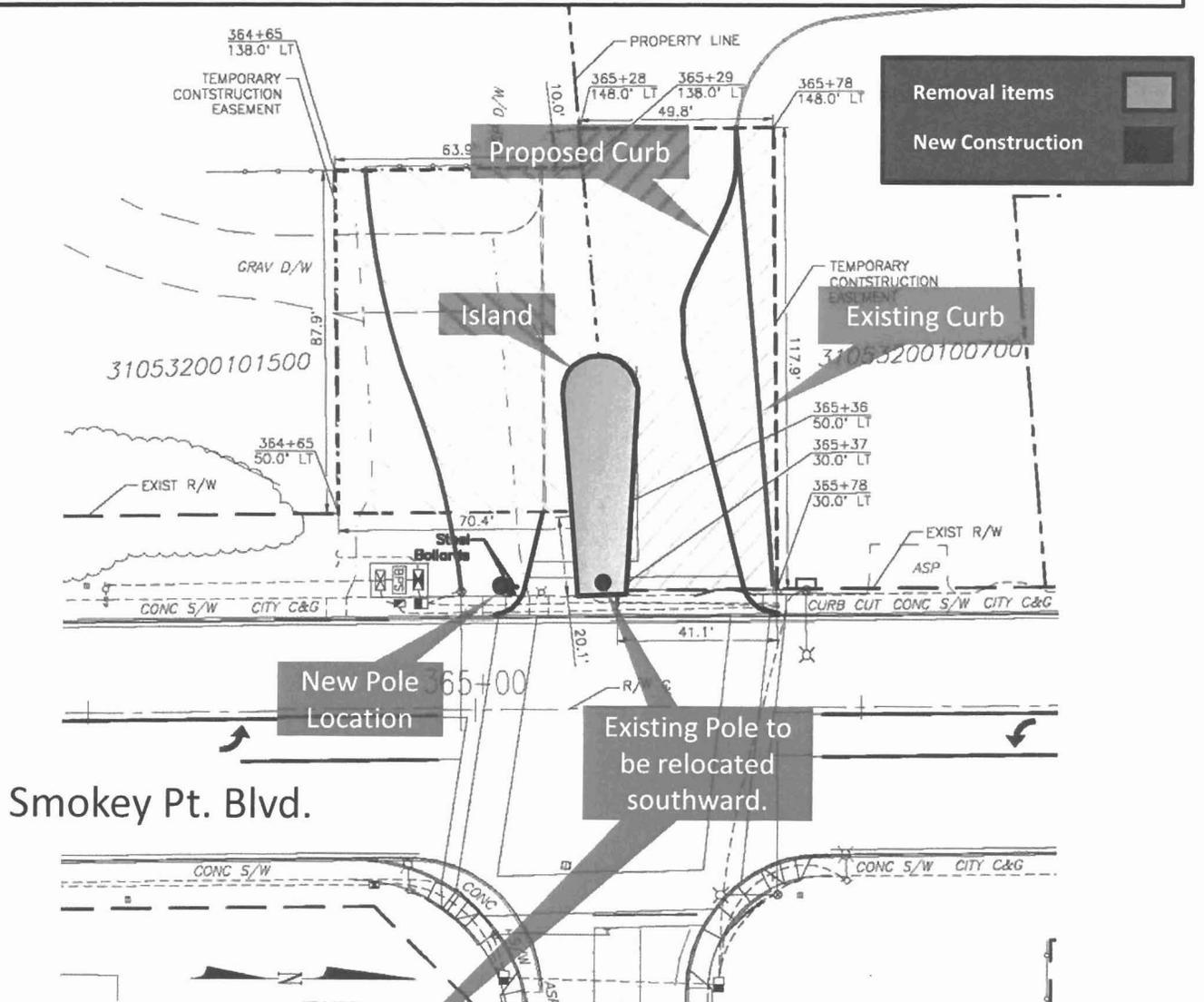
**COUNCIL ACTION:**

# Attachment No. 1

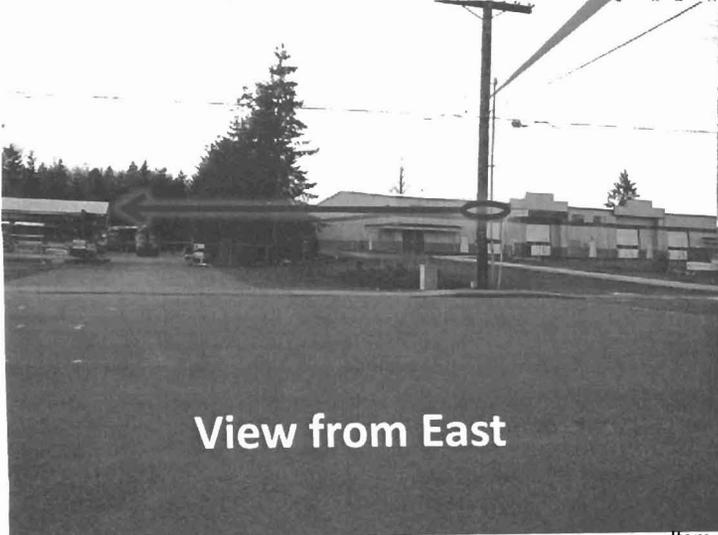
## Planned PUD Transmission Pole Relocation

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

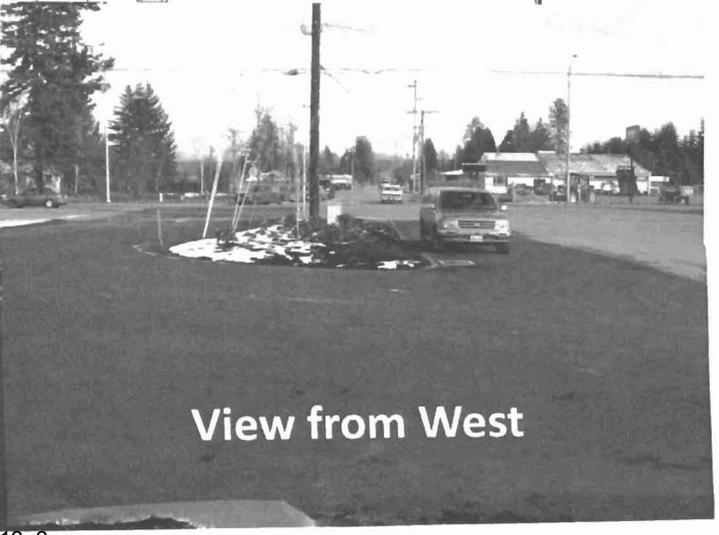
#### July 23, 2007 Marysville City Council Meeting



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:

---

---

---

---

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%
---	--------

CITY'S ESTIMATED PERCENTAGE OF COST	22.65%
-------------------------------------	--------

\* 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%
---	--------

CITY'S ESTIMATED PERCENTAGE OF COST	16.00%
-------------------------------------	--------

\* 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.

## Exhibit A

### *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*

## Exhibit A

### 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

## Exhibit A

### 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

## Exhibit A

- 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.

## Exhibit A

### 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.

## Exhibit A

### *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*

## Exhibit A

- *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

## Exhibit A

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**

## Exhibit A

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.

## Exhibit A

### 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*

## Exhibit A

### **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.

## Exhibit A

### 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.

## Exhibit A

### *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.

## Exhibit A

### *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**  
**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 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>					

# Exhibit C

## City of Marysville Transportation Element and Traffic Impact Fee Update Project Schedule

Task	2007												2008										
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec					
1 Project Management and Coordination																							
2 Agency and Public Engagement Program																							
<b>S</b> Stakeholder Meetings				S1 S2			S3 S4																
<b>CP</b> City Council / Planning Commission					CP1		CP2		CP3		CP4												
3 Existing Transportation Conditions																							
4 Traffic Operations Model and Analyses																							
5 Refine and Update Travel Demand Model																							
6 Transportation Systems Improvement Projects and Programs																							
7 Transportation Finance Program and Traffic Impact Fee																							
8 Transportation Policies and Concurrency Management Program																							
9 Transportation Element Documentation																							

**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: <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]

Sale closing agreement and escrow instructionsREV2

**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.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the July 20, 2007 payroll in the amount \$746,523.22 Check No.'s 18205 through 18285.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**PAYROLL**  
FOR PERIOD-7

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **PAYROLL** IN THE AMOUNT OF **\$746,523.22** PAID BY **CHECK NO.'S 18205 THROUGH 18285** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER

7/18/07  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **20TH DAY OF JULY 2007**.

\_\_\_\_\_  
COUNCILMEMBER

**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**



**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 lying Easterly of the following described line:  
Commencing at the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East, W.M.; Thence South 03° 42.02 East a distance of 1260.97 feet; Thence North 57° 35' 21.07" West a distance of 15.67 feet to the Point of Beginning of described line; Thence North 29° 24' 49.83" East a distance of 456.17 feet; Thence North 06° 46' 44.14" East a distance of 306.72 feet; Thence North 90° 0' 0" East a distance of 3.33 feet to a point on the Westerly boundary of SR 529 and the terminus of said described line.**

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 \_\_\_\_\_



2320 California Street • Everett, WA • 98201 • (206) 258-8211  
Mailing Address: P.O. Box 1107 • Everett, WA • 98206-1107

**Certificate of Self -Insurance**

**#071**

The undersigned hereby certifies that the following described self-insurance is in force as of the date below:

Name of Self-Insured: **Public Utility District No. 1 of Snohomish County**  
Principal Address: **2320 California Street, Everett, WA 98201**  
Policy Period: **June 1, 2007 until canceled**

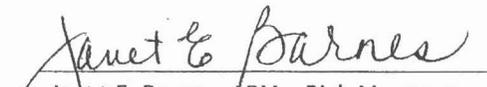
<u>Description of Coverage</u>	<u>Limit of Liability</u>
<b>I. Commercial General Liability</b>	<b>\$2,000,000 Combined Single Limit Bodily Injury and Property Damage</b>
A. Products/Completed Operations	
B. Broad Form Property Damage	
C. Personal Injury	
<b>II. Comprehensive Automobile Liability</b>	<b>\$2,000,000 per Accident</b>
A. Owned Vehicles	
B. Non-owned Vehicles	
C. Hired or Borrowed Vehicles	
<b>III. Workers' Compensation</b>	<b>\$1,000,000 Each Accident/Each Employee for Disease</b>
<b>IV. Employer's Liability</b>	<b>\$1,000,000 Each Accident / Each Employee for Disease</b>

This document is for informational use only. The issuance of this document does not modify in any manner the issuer's self-insurance program.

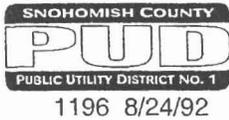
Should the above-mentioned self-insurance program be canceled, altered, or materially changed during the above named policy period in such a manner as to affect this document, thirty (30) days notice to holder of this document will be given.

Certificate Holder:  
City of Marysville  
Attn: John Cowling  
80 Columbia Avenue  
Marysville, WA 98270

Public Utility District No. 1 of Snohomish County

  
Janet E. Barnes, ARM - Risk Manager  
Ph: 425-783-8621 Fax: 425-267-6468  
Dated June 13, 2007, at Everett, WA

**COPY**



**AGREEMENT TO PURCHASE**

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, State of Washington, hereby agrees to pay **City of Marysville** as his/her/their interest may appear, the sum of **Eight Thousand and 00/100 (\$8,000.00)** upon approval of the Board of Commissioners, for the granting of a distribution easement bearing the date \_\_\_\_\_.

The above amount shall be paid to the Grantor named above only upon the exercise of rights granted by the above-mentioned easement covering the **electrical facilities, W.O. #324908-03.**

PROPERTY OWNER:

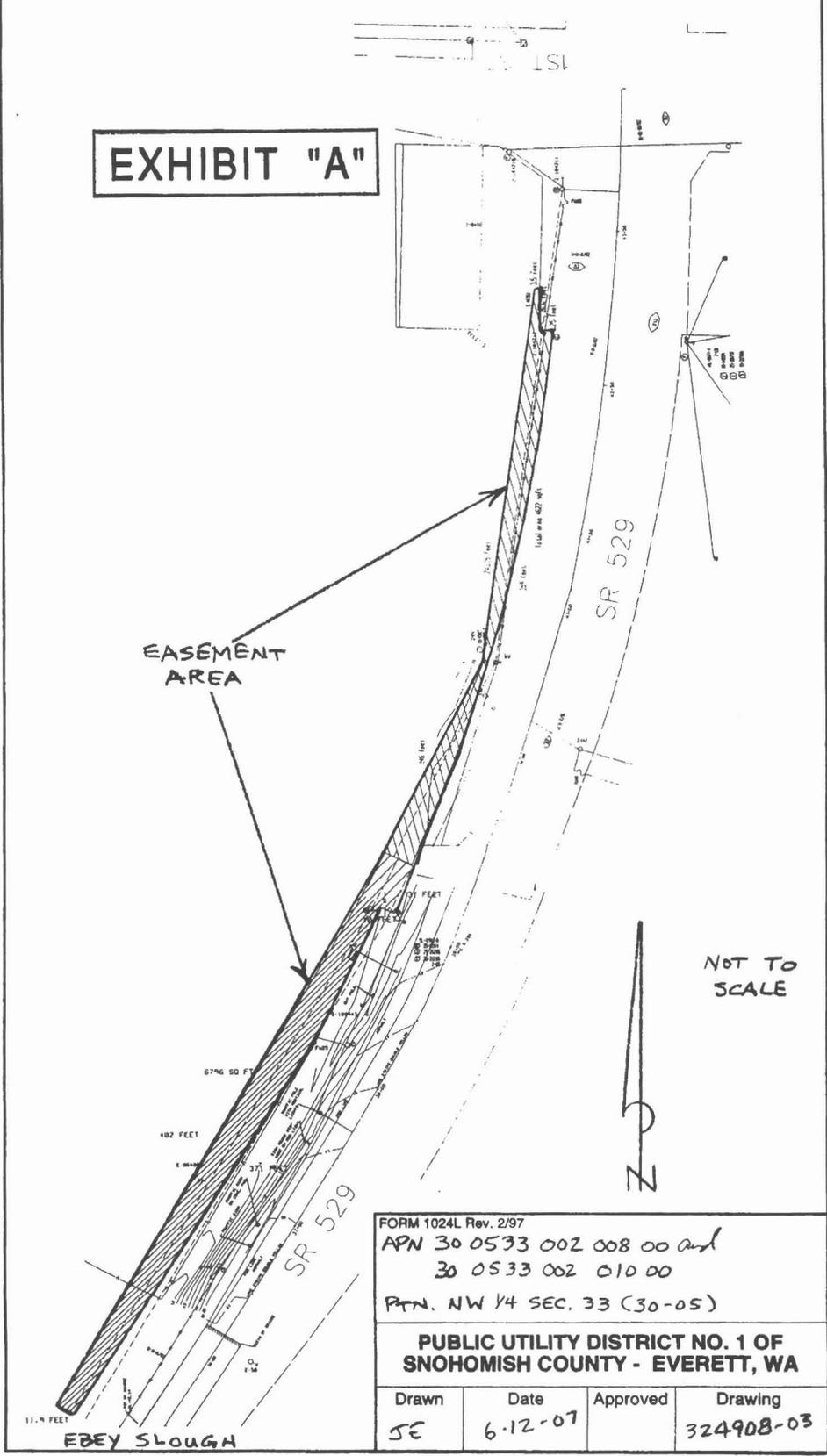
Name: **City of Marysville**  
Address: **80 Columbia Avenue**  
**Marysville, WA 98270**

Telephone: \_\_\_\_\_

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

BY: \_\_\_\_\_  
Jeff Eoff  
Real Estate Services Agent

# 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
SE	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.

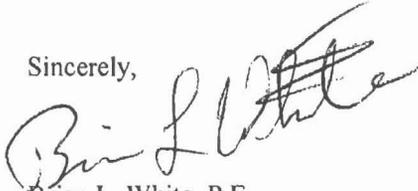
The District has been planning and has been working for the last three years to add this needed electrical distribution system. The District has ordered all the necessary materials including customized steel poles to complete the design and construction pending acquisition of all the necessary permits. 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.

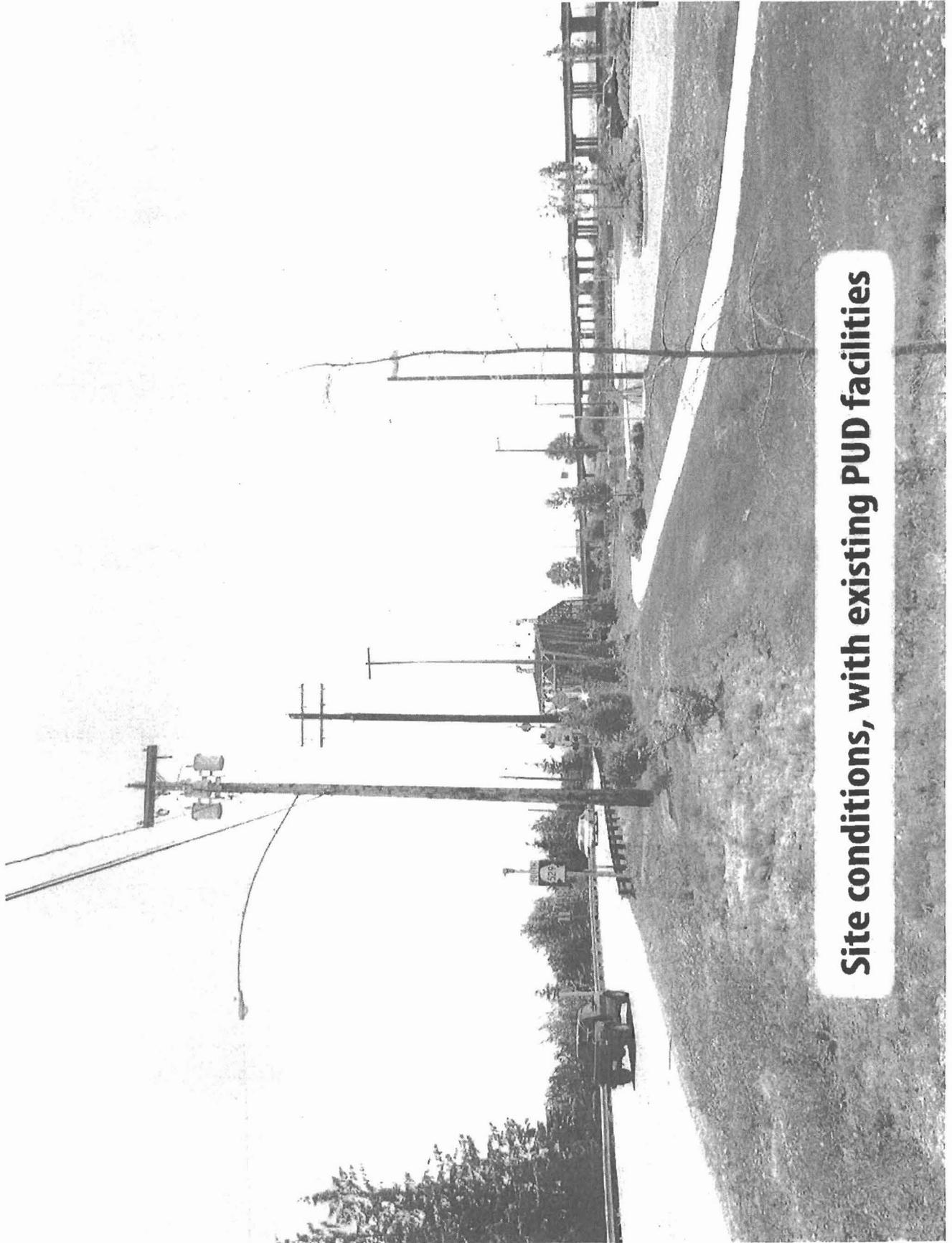
Sincerely,



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**

**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

ORDINANCE - 1

/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

ORDINANCE - 2

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

Approved as to form:

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

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

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

ORDINANCE - 3

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

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

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

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.

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

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: Mid Year Personnel Requests – Various Departments	AGENDA SECTION: New Business	
PREPARED BY:  Mary Swenson, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS: 1. Memorandum from Chief Smith 2. Corona Solutions – Marysville Police Department 3. Financial Impact Data	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

During the 2007 budget process the City took a conservative approach to adding personnel until we could verify the opening of commercial businesses and determine anticipated revenue. Following revenue review we are recommending the addition of personnel as follows:

**Police Department**

The positions requested within the Police Department take into account the Corona Solutions Study coupled with a reorganization of the department structure. See attached exhibits. Additional personnel requests are as follows:

- Upgrade Commander Positions to eliminate compression issues effective (7/1/07)
- Upgrade Confidential Administrative Assistant position
- Downgrade one current Commander position to Lieutenant
- Lieutenant – Professional Standards Unit (PSU)
- Training Sergeant
- Patrol Officer – training
- Crime Analyst Manager (Admin. Division Manager)
- Crime Analyst (to be added in 2008)

Chief Smith’s memorandum also details costs associated with remodeling the public safety building to accommodate the additional positions and other necessary improvements to the facility.

**Finance Department**

- Administrative Assistant (part-time)
- Deputy City Clerk

**Parks Department**

- Maintenance Worker II

**RECOMMENDED ACTION:**

The Executive Department recommends the Council authorize the above position reclassifications, new positions and associated remodeling costs and direct staff to prepare a budget amendment.

**COUNCIL ACTION:**

# Marysville Police Department

## 2007 Structure Changes and Facility Needs

To: CAO Mary Swenson  
From: Chief Rick Smith  
Date: June 18, 2007  
Subject: Budget Requests

The purpose of this correspondence is to provide you with a budget requests that will provide an immediate impact on Police Operations. The below requests will incorporate the overall structure modifications and facility improvements that will enable us to be more efficient and effective, and allow us to establish decision making positions and mechanisms to address public safety needs for anticipated growth.

### **Current Situation**

As outlined in a previous Staff Report, the City of Marysville has grown substantially and will continue to grow through population growth of the current City Limits, as well as through potential major annexations. The current population is approximately 37,000 people and is anticipated to be around 50,000 within the current boundaries. Annexation will increase the population to over 70,000 residents when completed.

The Police Department has experienced significant change within the past year due to having an interim Chief prior to my selection, dissolution of the dispatch center, and development of a 24/7 records unit. With respect to structure prior to my arrival, the department had 3 Commanders, with one of those positions being unfilled when I arrived. Therefore, those duties were given to the current Commanders. The Business Office Manager was placed in charge of the Administrative Division, which should be correctly labeled as the Records Unit.

Additionally, the department has most of its supervisors doing multiple collateral duties to include: Internal Affairs investigations, Training, Backgrounds, Recruitment, and other high liability duties that require greater attention than we are currently able to commit.

Corona Solutions, a public safety consulting firm, conducted a staffing study and provided us with the final study on June 15, 2007. (See Staffing Study prepared by Corona Solutions) I have reviewed the study and find that it is very general in terms of assessing our overall staffing and possible realignment of patrol beats. There are a number of other measures that would assist us in analyzing workload data to aid in specific recommendations. These include, but are not limited to: time spent on calls, report writing time, time of day, the day of the week, personal leave time, and acceptable minimum staffing levels.

The planned annexation areas also need to have the same analysis with the same criteria and include the different calls for service that Marysville would provide compared to what Snohomish County Sheriff's Office provides. It is anticipated that the County would respond to less calls for service that the City would, increasing workload for Marysville.

**Recommendations**

To address our current needs, the following recommendations should be implemented immediately, or prior to the remainder of the 2007 year. These recommendations will assist us for the 2008 budget year. I will provide you with an implementation date that will correspond with promotional testing and Civil Service certification.

1. Create a civilian/limited commission manager position (Administrative Division Manager) that will manage and oversee the Administrative Division. The benefits to this position are that we are able to hire a non-sworn manager, at a lower salary than a commissioned Commander to manage one of three divisions, develop crime analysis and intelligence strategies to enhance our productivity, provide enhanced research and development, improve technological capabilities, work with senior department managers, provide management analysis in specified areas, and develop and train personnel.

This position should be placed in the M grid at the M9 range. A job description will be completed by August 3, 2007. This will allow for growth and development of the position as the department grows. This will also provide a cost savings of 15-20% annually when the position is filled at the top step.

*Ask  
Mention this  
Would be IT?*

This newly created position is a newer strategy that allows public safety entities to run organizations with a business mentality and affords department heads to utilize resources in a position specific "best practices" manner. It will also increase our message to the community of the City, and the Police Department, doing business responsibly.

**This position needs to be filled IMMEDIATELY in order to assist in our management study. Date of hire should be mid-July/August 2007.**

Additional funding for the position needs to incorporate equipment (computer, technology, software, and communication devices). My recommendation would be to fund up to \$50,000 initially and to reevaluate for the 2008 budget cycle. I believe the most prudent method to address additional equipment issues would be after a full assessment of what the department's capabilities are before we request additional items. For that reason, I am requesting that we create and hire for this position now.

2. The City recently restructured the Management and Non-represented pay grids. Although this restructuring was comprehensive to most positions, and since a permanent Chief was not yet hired, Commanders were placed in the M11 range and did not reflect compression issues between that rank and the Sergeant rank. Additionally, with the restructuring of the department to include the Lieutenant rank, an additional assessment and placement of the Commander rank needs to be addressed. Commanders, at a minimum, need to be placed at the M12 range and placed at step 5 to address compression and Lieutenants need to be placed at the M11 range at step 5. If the analysis dictates that an M13 range is necessary, Commanders should be considered with Lieutenants at the M11/12 range.

This overall strategy will benefit police management and allow for proper management growth and opportunity. Additionally, the Lieutenant rank will allow that proper management and supervision occurs considering the high liability and risk management associated with law enforcement.

The Confidential Administrative Assistant was placed in the N4 grid/range. This position currently handles many functions for numerous managers. It is

a highly confidential position dealing with sensitive police matters to include Internal Affairs, human resource functions, department finances, and personnel matters. I believe that this position warrants an N6 range for the position. Currently, this position is being filled by a temporary replacement. The change in ranges will most likely add stability to the position.

**The Commander placement should be done as soon as possible and practical.** Ideally, the change reflecting the upgrade should be retroactive as of July 1, 2007 based on the fact that Sergeants pay increased July 1, 2007 per the contract. The Lieutenant funding will begin upon promotion to the position after a process. The Administrative Assistant may be effective after reviewed.

3. Create a Lieutenant position to manage a newly formed "Professional Standards Unit". This position will handle all Internal Affairs Complaints and ensure that proper department procedure is followed. The PSU Lieutenant will report directly to the Office of the Chief. This will ensure that accountability to the public, the City, the Union, and department members is established. In addition to that specific function, the PSU Lieutenant will review all use of force and pursuit reports addressing department liability and training issues. The PSU Lieutenant will also be responsible for department policy and procedure, and law enforcement accreditation.

This position will require some funding for a computer and technology. However, this position will not require an assigned department vehicle. We will utilize pool vehicles for department related business. There will also need to be some training funding allocated on top of current funding, probably in the amount of approximately \$3-5,000, for training. However, the cost is minimal since no take home vehicle will be given and liability/risk management issues will be addressed.

**This position needs to be filled immediately after promotional testing is complete. The projected timeframe for testing is October 2007.**

4. Create (1) Sergeant position to develop a department "Training Unit" to handle department training needs, FTO/Student Officers, Academy

placements, Backgrounds and Recruiting. We are not addressing or capturing department training and/or collecting and collating that information appropriately. This position will also address individual career development within the department and spearhead our efforts in developing a supervisory training program.

This position will not require a take home vehicle and will use a departmental pool vehicle. This position will require funding for a computer and possibly some technology. Additional training funding will be required. However, this will be determined pending further assessments.

**This position should be filled immediately after promotional testing is complete. The projected timeframe for completion of testing is September 2007.**

5. Create (1) Officer position to assist in the "Training Unit" to handle department training needs. Additional major responsibilities will be to conduct background investigations and develop recruitment strategies to help plan and prepare for pending increased City and department growth.

This position will not require a take home vehicle and will use a departmental pool vehicle. This position will require funding for a computer and possibly some technology. Additional training funding will be required.

**This position should be filled when the Training Sergeant is filled. The projected timeframe for filling this would be September/October 2007.**

6. The final position that needs to be addressed is the current vacant Commander's position. With the restructure to add the Lieutenant rank, we need to re-class the current vacant Commander's position to a Lieutenant position. Since my strategy incorporates a move from a traditional policing model of having all sworn members as Division Heads (Commanders) to placing a non-sworn/limited commissioned manager in charge of the Administrative Division, this re-classed position will directly impact operations by initially providing mid-management support to the

Operations Commander. This is critical since we need to have that direct oversight of many functions that our Operations Division is currently doing.

With this position, we will effectively gain some direct development of our supervisors, ensure that proper policy and procedures are followed, provide for quick feedback to supervisors, and put in place management personnel to help handle major incidents. This is one of two positions that are needed in our Operations Division. However, we will be able to reassess our functions with the placement of one of these positions.

The re-class of this position does not cost us any funding, and in fact, it saves us 5-10%. This position will also not have a take home vehicle at the inception and I anticipate that we will be able to function with a marked patrol or unmarked vehicle for Lieutenants. The determination needs to be made as to whether we want to include the vehicle with the first or second Lieutenant positions.

This position will require computers and equipment necessary for operations. Additional management training funding will be required for this position. I would anticipate approximately \$1-2,000.

**This position needs to be re-classed as soon as possible with the anticipation of having an acting Lieutenant while one of our Commanders is at the FBI National Academy (October-December 2007). The cost saving will be with having an acting Lieutenant as opposed to having an acting Commander.**

7. The final need for the Police Department relates to the Public Safety Facility. With the dissolution of dispatch, the dispatch area provides us with a unique opportunity to remodel the facility, relocate some of our personnel and functions, and "target harden" the front of the facility. Mike Shepard with City Facilities provided me with an estimate of our requests. (See estimate) In substance, the greatest cost is to provide for target hardening. It is a very wise move to include this as there are some sensitive functions that occur at the front office requiring us to make this change at this time. This portion of the remodel will stay with the facility even after enforcement leaves the building in a few years.

Sergeants will move from their current location to the old dispatch area; Traffic and K-9 will occupy the old Sergeants' office; two new offices will be created for needed positions; and remodel the patrol room.

The remodel calls for the following:

- a. Install a new door into the property room from the Evidence Technicians office,
- b. Removal of current center work station in patrol room and rebuild an additional work station,
- c. Install a new door into the new Sergeants' offices (old dispatch),
- d. Move lockers near back entrance to new Sergeants' office, move cabinets from gun room to near back entrance, and build wing wall,
- e. Carpet patrol room, back hall and hall near lunch room,
- f. Paint old and new Sergeants' offices,
- g. Carpet old dispatch room,
- h. Build or purchase new mail boxes,
- i. Re-build front wall in records to be bullet proof,
- j. Furniture for new Sergeants' office.

The cost for remodeling is approximately \$50,352. The benefit to doing this now is that we will accomplish this project with today's dollars instead of facing inflation costs. Our return will be measured based on the initial growth of the department and how we utilize the increased space. I do not foresee a large expenditure with the facility in the near future. However, as we continue to grow, we will need to conduct further assessments. My goal is to plan ahead for an expanded jail when enforcement is relocated.

**I would request that funding for this project is release immediately.**

# Marysville Police Department Staffing Analysis

Prepared by:  
**Corona Solutions®**

3100 WCR 21  
Fort Lupton, CO 80621  
1-888-450-9887  
1-720-685-9550

Sales:  
[sales@coronasolutions.com](mailto:sales@coronasolutions.com)  
Technical Support:  
[support@coronasolutions.com](mailto:support@coronasolutions.com)

**Corona Solutions**



*Consultant preparing document:*

Dale Harris and  
Bryan Hill

This analysis product was created at your request. You requested Corona Solutions staff to develop several staffing and deployment statistics to assist your planning efforts for the Marysville Police Department in the State of Washington.

- Perform Geobalance® analysis to determine the most efficient beat alignments
- Perform Staff Wizard® analysis to determine the most efficient patrol staffing requirements for a wide variety of constraints

**General Information and GIS Data Collection**

In order to provide GeoBalance analysis, staff collected several GIS layers from the ESRI® ArcMap and Streets USA® data provided with a software license. The following data elements were collected to perform geocoding on incidents provided to Corona Solutions and to determine an alternative reporting district design to optimize and balance responses in Marysville.

- Streets centerline file for geocoding clipped to general area in and around Marysville from the Streets USA data provided through ESRI.
- 2000 Census data block groups from the ESRI data and maps.
- City and county boundaries from the ESRI data and maps.
- Local parks, landmarks, and miscellaneous GIS data from ESRI data and maps.

Marysville Police staff provided us with 88,104 calls for service events which we geocoded using the data from the ESRI ArcMap product. At the end of this geocoding step, 3.5% of the addresses were not geocoded and are not included in the GeoBalance analysis. Approximately 76,000 records geocoded in the first pass, and approximately 11,000 events were geocoded interactively for a total of 96.5% geocoding hit rate. The actual matches are shown in the following table

*Geocoding match rates for Marysville Data (Table 1)*

Percent Match Score	MATCHED	UNMATCHED	TOTALS	Percentage of Total Records
0-60%	1,418	3,042	4,460	5.1%
61-75%	7,141	0	7,141	8.1%
76-100%	76,503	0	76,503	86.8%
<b>TOTALS</b>	<b>85,062</b>	<b>3,042</b>	<b>88,104</b>	<b>100.0%</b>
<b>PERCENT UNMATCHED</b>		<b>3.5%</b>		

---

---

## Beat Plans

A major component of this engagement was to evaluate and make recommendations for the patrol beats. Marysville currently operates with two beat plans, either of which can be used at any time. In practice, the 5-beat plan is used when on-duty staffing allows and the 4-beat plan at other times. With a rapidly growing city and increases in patrol staff expected, it is prudent to consider alternative beat plans.

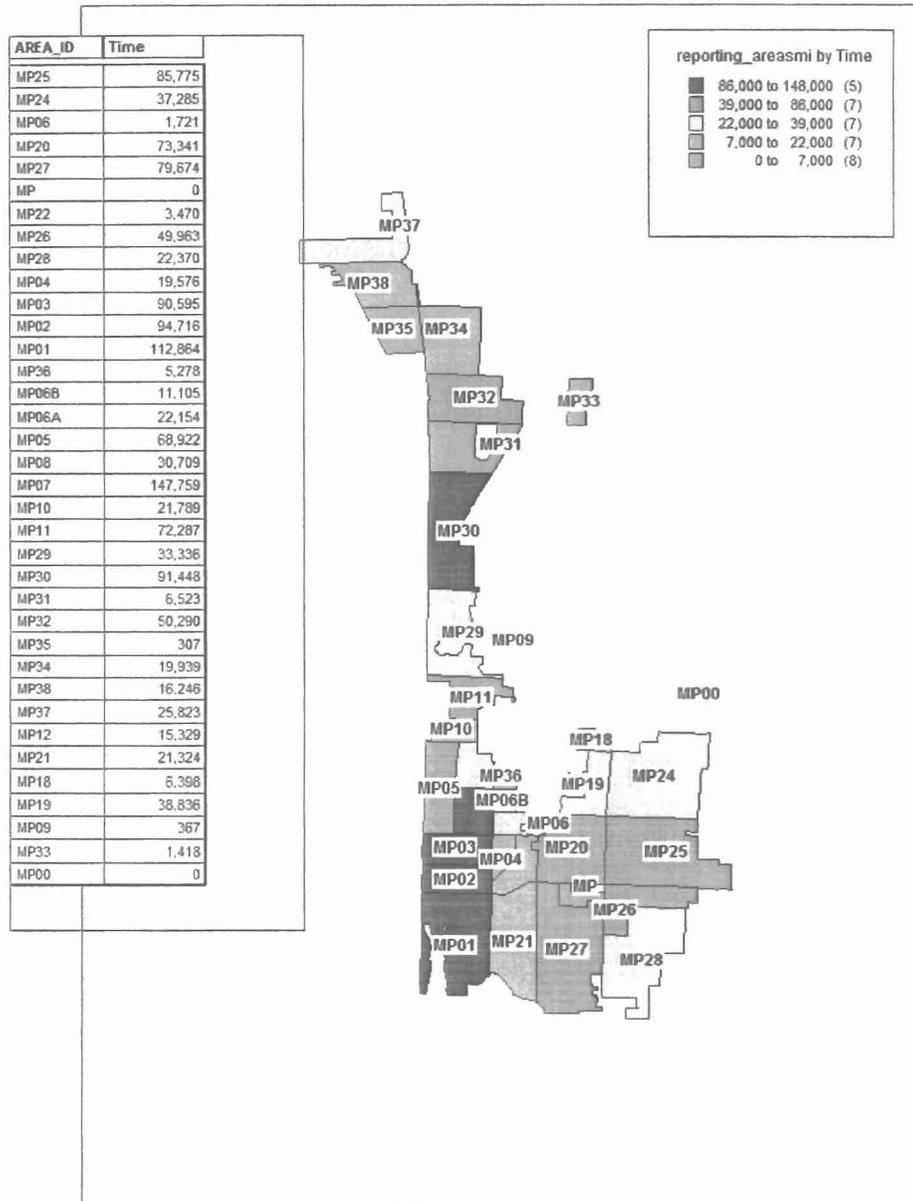
If one asks how many beats a city should have, the answers will vary widely, and will seldom be based on a serious analysis of the need. Some agencies set the number of beats to match the minimum on-duty staffing level. This approach can often lead to circular reasoning, stating that minimum staffing must be X because there are X beats and each beat must be filled at all times. The logical question would be to inquire why there are X beats, and the answer is often that there are X beats because minimum staffing is X. Then it is simply a matter of carving out a new beat to have X+1 beats, and thereby increasing minimum staffing to X+1.

We recommend that a more thoughtful, analytical approach be used to determine what staffing level is required to provide the desired level of service. The generally accepted process is then to designate a number of beats equal to the minimum staffing levels *based on workload*.

### Current Plans

We obtained the current reporting areas and beat plans from the City of Marysville. First it should be noted that the boundaries of the two maps are not consistent and that beat boundaries do not follow reporting area boundaries. Second, we found that the reporting areas are too large and too few for a good realignment of beat boundaries.

We did calculate from the CAD data how much time was consumed in each of the current reporting areas. The following shows how many minutes were consumed in a table and also a map with each area colored according to the time consumed.



---

---

**Census Blocks**

Recognizing the need to for a smaller, consistent geographical unit, we downloaded census blocks from the US Census Bureau and projected that layer for the Marysville area. We then used the geocoded CAD incident records calculate the number of calls and the amount of time consumed in each block. The resulting dataset became the foundation for the analysis conducted with the GeoBalance redistricting software.

**Current Beat Plans**

Before realigning beat boundaries, we set about to calculate the workload in each beat under the current plan. Because the census blocks to not follow the city boundaries exactly, the land area and the shape of the beats are a bit different than actual. However, the workload calculations should be accurate for each beat.

For the current four-beat plan, we found the following distribution of service time:

Beat 1: 19.92%  
Beat 2: 47.27%  
Beat 3: 20.48%  
Beat 4: 12.33%

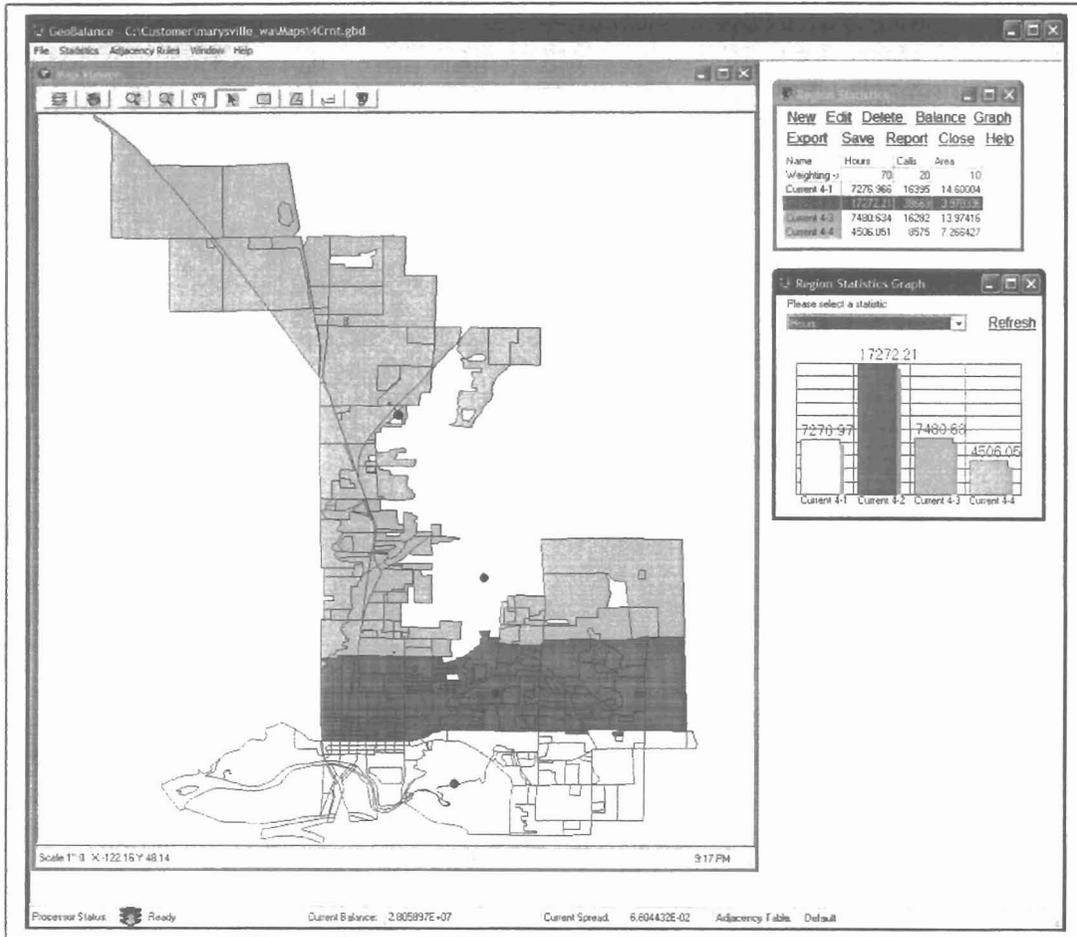
For the current five-beat plan, we found:

Beat 1: 19.92%  
Beat 2: 47.27%  
Beat 3: 20.48%  
Beat 4: 6.10%  
Beat 5: 6.23%

The five-beat plan simply splits the northern beat, the least busy, into two. We recognize that the unusual shape of the City of Marysville makes a simple beat plan of near-round beats impossible. Also, we understand that the new development in the northern areas require that a unit be able to respond quickly to calls even though having a unit remain in that area at all times results in one officer handling much less than an equal portion of the workload.

Below is a screen print of the GeoBalance analysis of the current four-beat plan. In evaluating any plan, the reader should keep in mind that a large of amount of work is coded as occurring at the Police Department, even though the event may

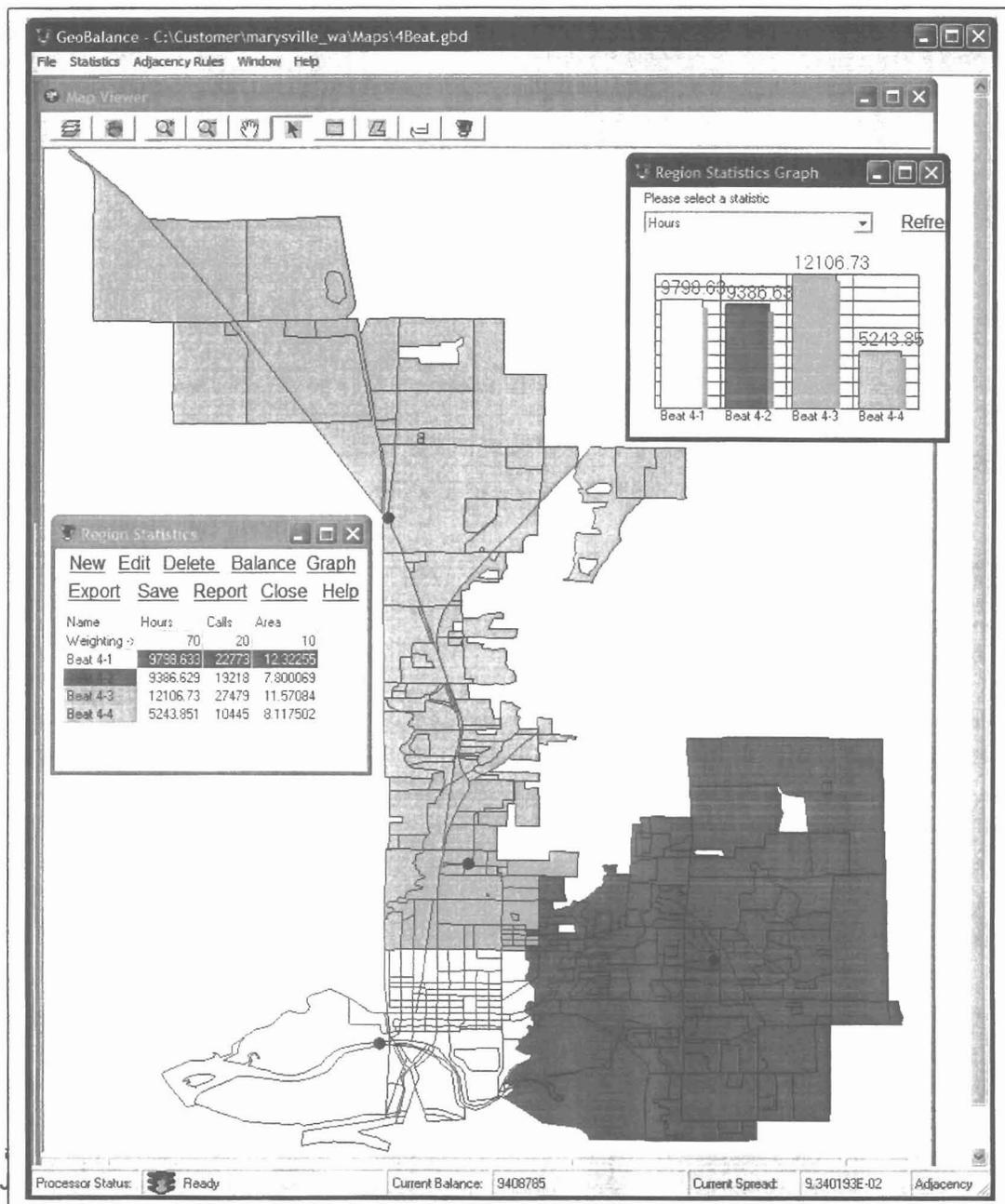
have occurred elsewhere and it may not have required a unit to respond to the PD. We do not have sufficient detail in our data to determine how much of that work should be considered in the beat plan evaluation. Therefore, any evaluation of current and proposed plans should be considered relative to each other and not as absolute.



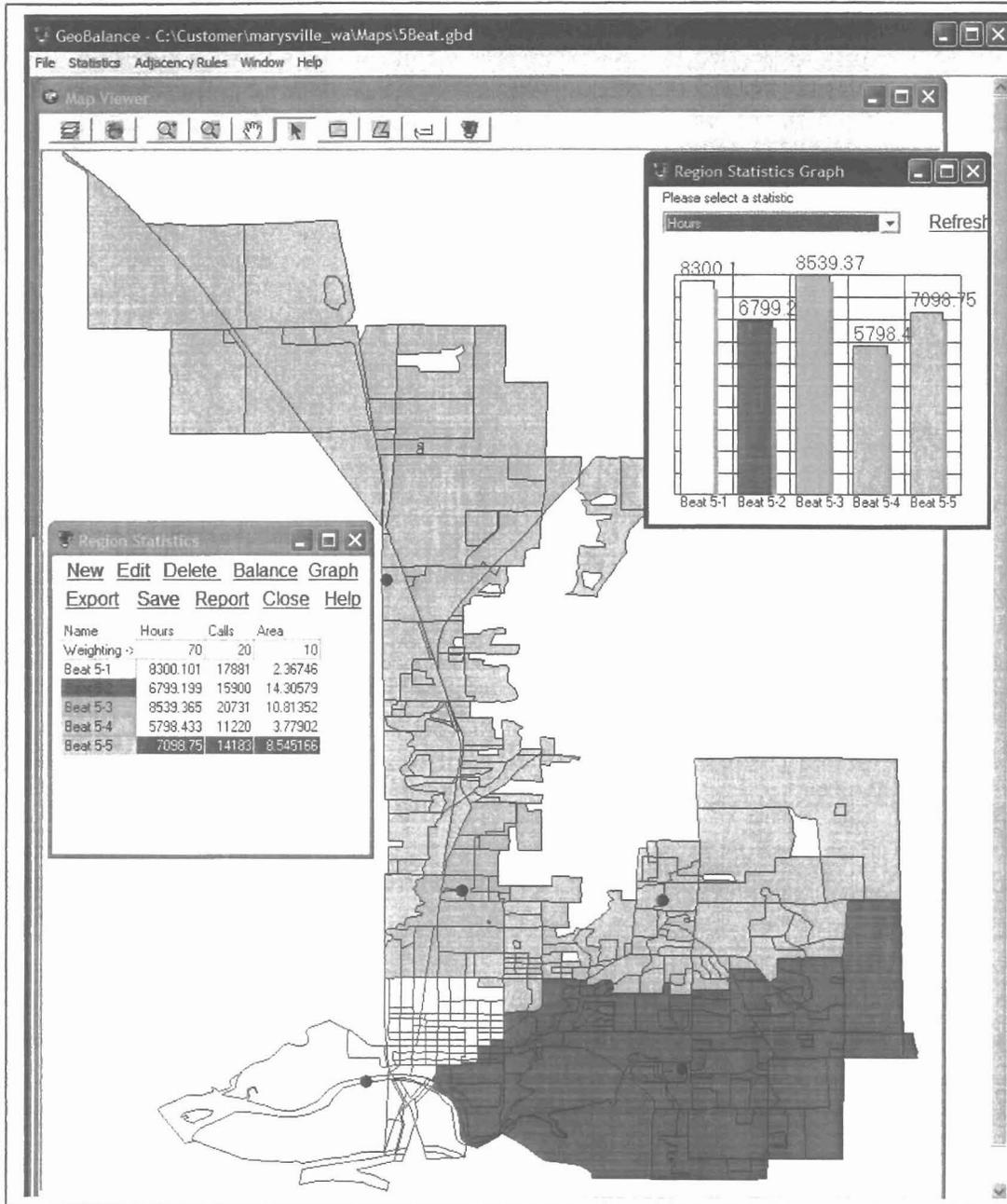
**Alternative Beat Plans**

Using the census blocks and same workload statistics as we used to report on the current beat plans, we allowed the GeoBalance software to reassign census blocks to a series of new beat plans, seeking to achieve a better balance of workload.

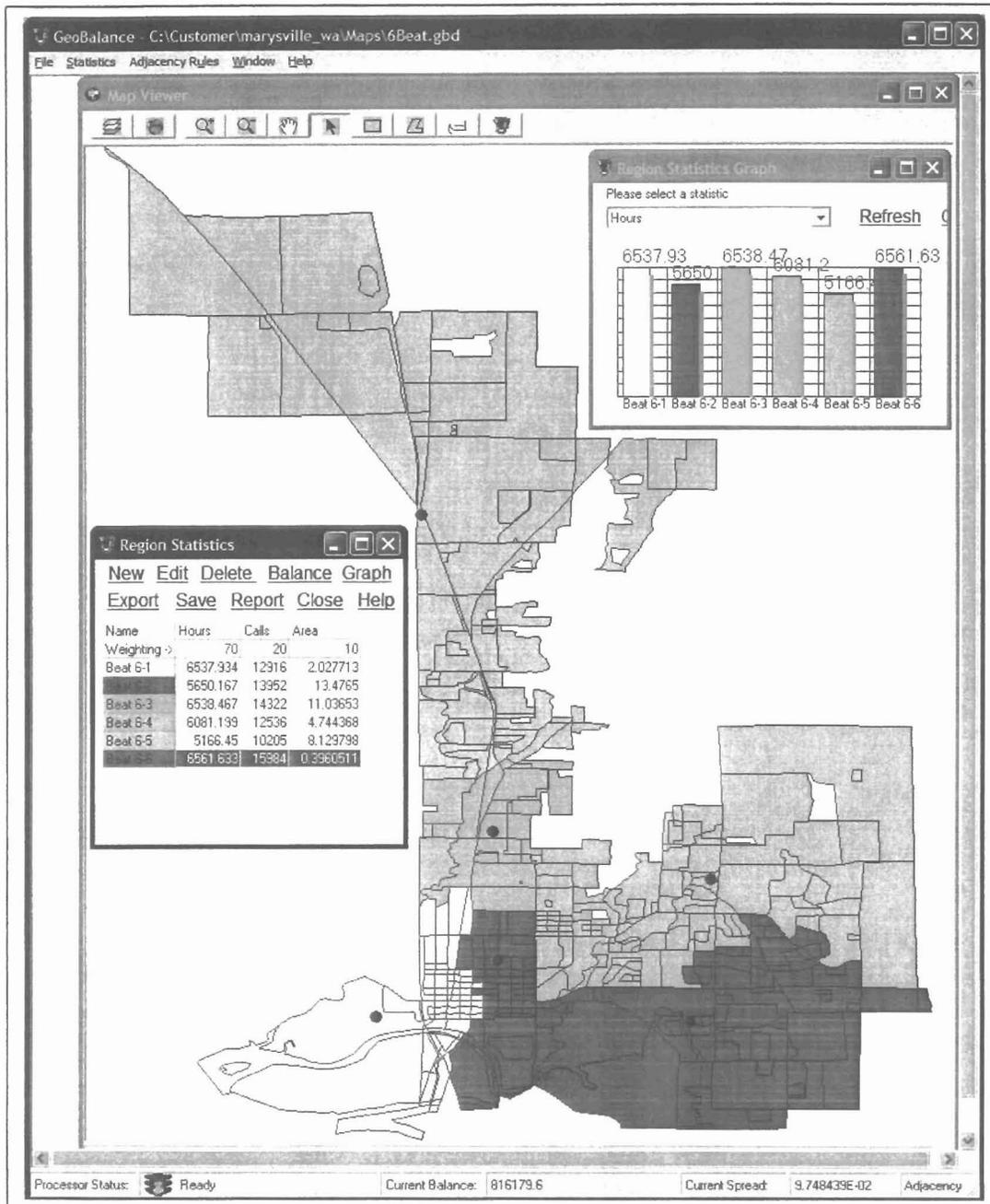
Below is an optimized 4-Beat Plan with a better balance of workload.



Optimized 5-Beat Plan



Optimized 6-Beat Plan



**Patrol Staffing and Deployment**

The following table and charts show the total work per unit by time of day (TOD) and day of week (DOW). The data is shown as the average number of minutes/per unit tasked with answering the calls.

*Average CFS and NonCFS Work per unit for Marysville Data (Table 2)*

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOD AVERAGE
0000-0059	31.9	21.4	24.0	15.7	23.9	27.7	48.9	27.7
0100-0159	37.6	29.0	16.8	30.1	23.8	24.9	48.3	30.1
0200-0259	33.1	28.1	22.0	16.9	22.5	17.1	37.4	25.3
0300-0359	24.0	10.8	16.4	12.0	17.6	14.8	23.6	17.0
0400-0459	11.8	9.0	17.7	15.2	8.0	11.3	25.3	14.0
0500-0559	8.1	5.7	3.7	4.5	11.2	4.8	2.6	5.8
0600-0659	6.2	10.9	24.3	6.8	10.9	5.0	6.2	10.0
0700-0759	9.7	33.5	18.0	16.8	18.6	19.4	20.9	19.6
0800-0859	18.5	32.0	24.2	23.7	24.9	28.5	33.2	26.4
0900-0959	14.5	33.7	47.8	23.5	25.4	40.5	31.3	31.0
1000-1059	48.4	30.2	30.0	42.3	28.7	37.3	28.7	35.1
1100-1159	32.7	33.8	39.7	34.4	31.2	43.0	39.2	36.3
1200-1259	41.9	47.7	42.5	37.0	32.2	35.3	51.4	41.1
1300-1359	44.4	37.4	30.4	33.1	42.8	36.6	47.8	38.9
1400-1459	40.7	40.5	35.7	35.6	46.6	43.7	40.1	40.4
1500-1559	43.2	52.5	41.8	39.9	48.4	43.7	37.3	43.8
1600-1659	40.4	42.0	45.1	42.8	40.9	36.1	39.3	40.9
1700-1759	19.0	24.1	24.2	18.3	25.7	26.6	21.7	22.8
1800-1859	26.7	26.0	32.5	25.5	25.3	30.1	19.4	26.5
1900-1959	44.3	31.2	35.0	31.2	28.8	39.9	27.9	34.1
2000-2059	36.6	34.8	24.2	38.1	24.6	37.8	33.6	32.8
2100-2159	42.9	38.5	31.6	32.8	31.1	50.1	50.2	39.6
2200-2259	42.3	25.2	37.8	34.0	34.5	37.8	54.5	38.0
2300-2359	28.1	33.7	22.9	32.9	30.0	37.4	35.9	31.6
DOW AVERAGE	30.3	29.7	28.7	26.8	27.4	30.4	33.5	29.5

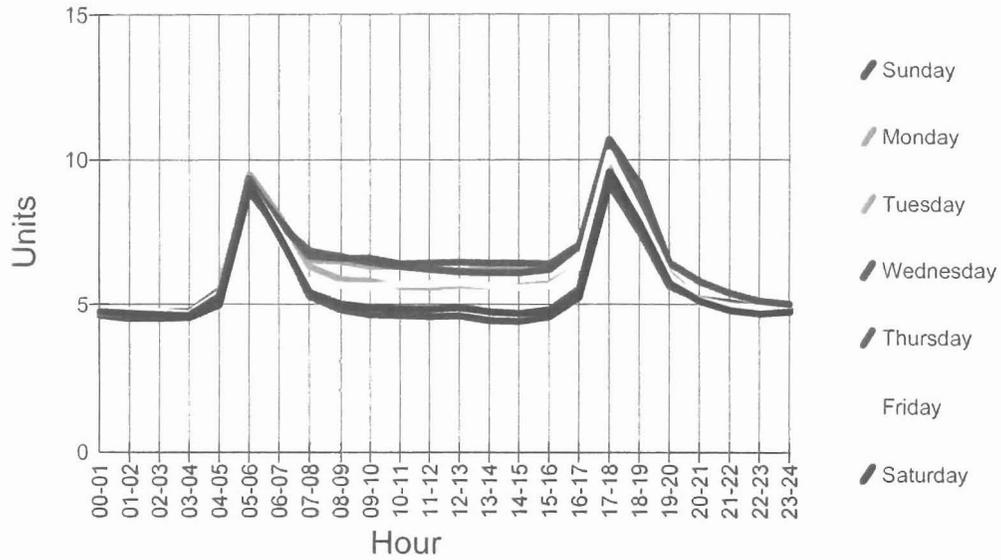
*Note: TOD= Time or hour of day, DOW = Day of week. Future charts will just use the abbreviation*

The darker green areas with white lettering are the time periods when, on average, your units are currently the busiest. The charts that follow are just another way to view this same information for an overall picture of the “work” required of units in Marysville.

Current Operations

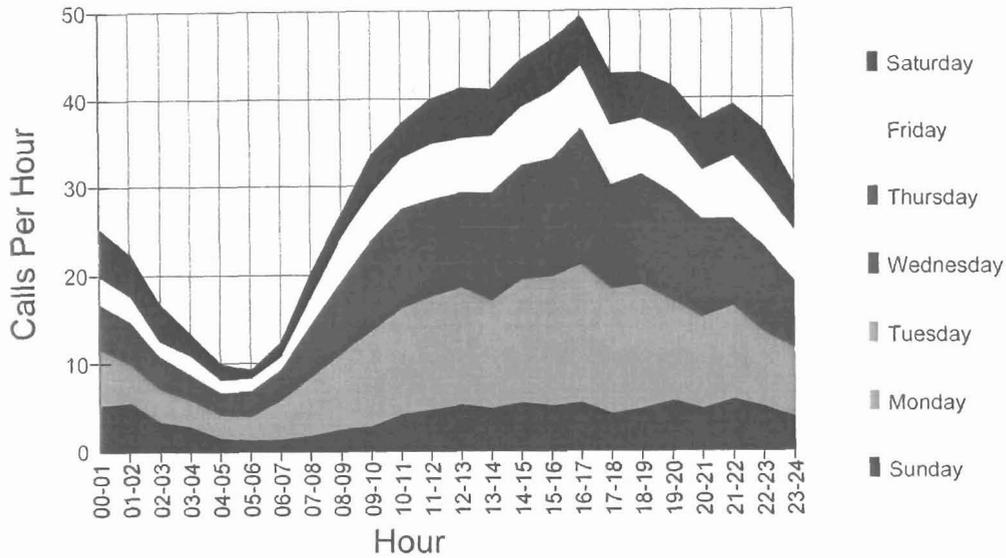
*Average Units On Duty*

Total Number of Units by Hour



*Average Calls by Time of day breakdown Data*

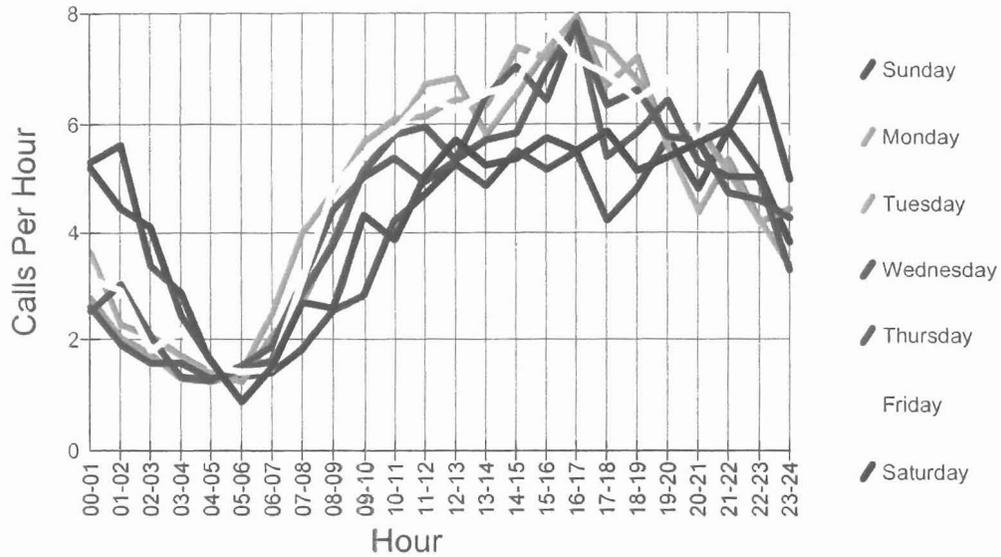
**Call Rates by Hour (Stacked)**



Time of day distribution shows that the calls tend to increase between 0700 hrs and 1659 hrs, then decline until the low point between 0400 and 0600.

While the above chart shows the rates by hour of day, the differences among days of the week are not clear. The below chart breaks that out with a line for each day.

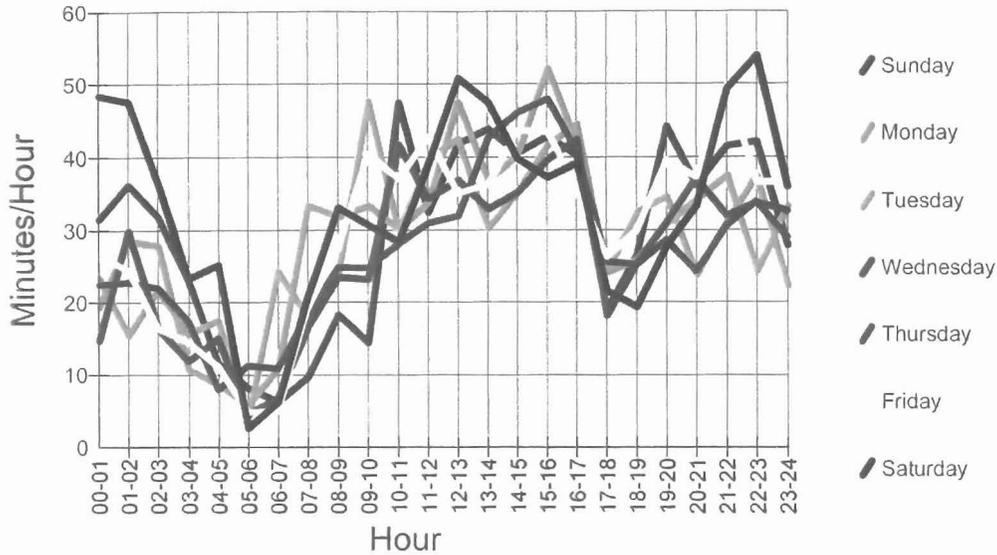
### Call Rates by Hour



From this chart, you can easily see that the peak call rate between 1600-1700 does not occur on Saturdays and Sundays, but the call rate between midnight and 0400 is approximately double that for weeknights.

Combining the incoming workload with the units on duty plus other factors gives us a calculation of how busy each unit can expect to be under the current staffing and workload.

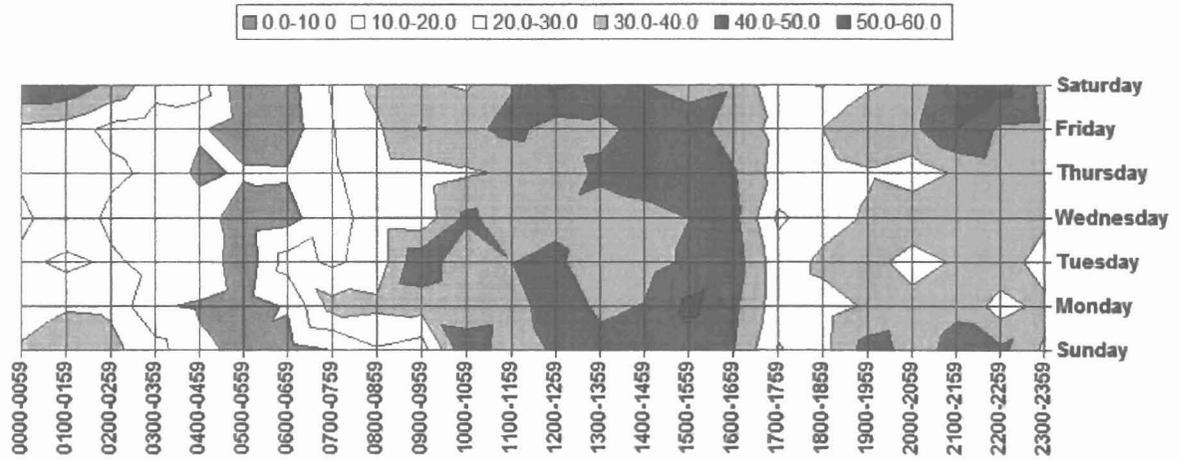
### Minutes of CFS Work per Unit



It is clear from the above chart that there are wide variations in how “busy” each unit is at different times. While the overall goal is usually to keep the CFS time around 20 minutes per unit per hour, exceeding 30 minutes per hour is an indicator of units being overworked during those times. There are also periods when the CFS time is significantly less than the goal, so the overall average is not critical; it is only the failure to match the expected workload with on-duty officers that creates the critical periods.

*Average work Time of day and day of week breakdown Data*

**Time of Day and Day of Week Distribution of Average Work**



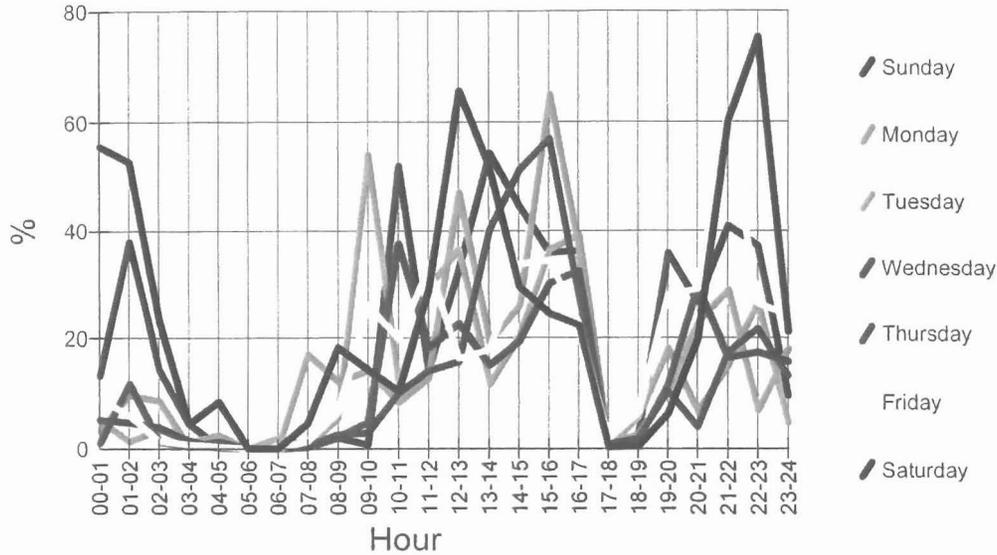
Another way of looking at this data, Staff Wizard shows the probability of all units being busy during any hour of the day as shown in the table below.

As with the previous example, the cells below that are dark green with lighter text are the hours, when, on average, when there is more of a chance for all units being busy and unable to take new "work."

*Probability of All Units Busy*

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOD TOTALS
0000-0059	13.1	3.2	5.0	1.0	5.2	9.1	55.6	13.2
0100-0159	38.0	9.7	1.2	11.7	4.7	6.0	52.6	17.7
0200-0259	14.2	8.5	3.5	1.3	3.8	1.4	23.1	8.0
0300-0359	4.4	0.2	1.1	0.3	1.5	0.7	4.4	1.8
0400-0459	0.4	0.1	2.4	1.3	0.1	0.4	8.4	1.9
0500-0559	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0600-0659	0.0	0.0	1.9	0.0	0.0	0.0	0.0	0.3
0700-0759	0.2	17.0	0.4	0.4	0.6	1.3	4.5	3.5
0800-0859	1.9	12.0	5.4	2.0	2.5	6.6	18.3	7.0
0900-0959	0.6	14.0	54.1	4.7	2.8	25.9	14.2	16.6
1000-1059	52.0	8.3	11.4	37.6	10.0	19.8	10.3	21.4
1100-1159	14.1	12.8	29.4	18.2	14.0	33.2	29.0	21.5
1200-1259	32.8	47.1	36.6	22.6	15.8	16.3	65.8	33.9
1300-1359	54.4	19.2	11.6	15.0	40.1	18.0	51.7	30.0
1400-1459	44.6	26.0	20.4	19.5	51.3	33.9	29.4	32.2
1500-1559	36.0	65.3	36.6	30.2	57.1	34.5	24.5	40.6
1600-1659	36.3	36.7	39.3	32.6	27.6	22.5	22.3	31.1
1700-1759	0.3	0.9	0.5	0.2	0.8	1.9	0.3	0.7
1800-1859	2.4	2.6	5.8	1.5	1.9	6.6	0.5	3.0
1900-1959	35.9	10.3	18.1	11.5	10.4	28.0	6.3	17.2
2000-2059	26.6	22.8	6.7	29.5	3.9	29.1	19.8	19.8
2100-2159	40.9	28.9	15.0	16.5	17.4	61.4	60.3	34.3
2200-2259	37.2	6.8	26.6	17.5	21.7	26.4	75.4	30.2
2300-2359	9.6	18.1	4.6	15.7	13.2	24.2	21.1	15.2
DOW AVERAGE	20.7	15.4	14.1	12.1	12.8	17.0	24.9	16.7

### Probability of All Units Busy (Saturated)



As one might expect, these hours are very similar to the hours when the most work is being done. While it is clear that the schedule for patrol officers does not place units on duty proportional to the workload, optimizing the patrol schedule was beyond the scope of this engagement, so alternative schedules are not provided in this report. We do have all of the data and tools necessary to conduct this additional analysis, so if at some point MPD wants to have this done, it would be a relatively quick and easy process.

#### Staffing Estimates and Forecasts

In order to estimate staffing needs for the future, there are two factors that need to be set in Staff Wizard. The first is the *availability factor*, calculated as of 2,080 hours per year, how much time is the average officer actually working a shift and not on vacation, sick time, or training etc.. Since no specific figures were available we used a conservative value of 520 hrs per year for the average officer to be unavailable for shift. Using this number of hours, this reduced the total available time per year to 1,560 hours on average per officer. The staffing factor used for this analysis is 1.33 and the availability factor is 0.75. This generally means that you would have to schedule 1.33 officers per shift, to have 1 full officer available for taking calls on the average day. These figures could be higher or lower for your agency. In addition to the availability factors above, "constraint" factors need to be determined. For the purposes of this analysis, maximum response times to Priority 1 through 5 calls were set to the current

---

average values for your agency. The settings made in Staff Wizard were as follows:

- Priority 1 maximum response time 6.56 (actual)
  - Analysis was also done to decrease P1 maximum response times to 5.5, 4.5, and 3.5 minutes as well. All other priority settings remained the same
- Priority 2 maximum response time 8.55 (actual)
- Priority 3 maximum response time 18.06 (actual)
- Priority 4 maximum response time 13.36 (actual)
- Priority 5 maximum response time 15.65 (actual)
- Maximum probability of all units busy 0 for most runs and 1-5% for special runs for effect
- Non-CFS time per unit per hour 0 minutes
- Minimum Uncommitted time set to 25 minutes
- Supplemental units available was set to 3 (no other units but Patrol on duty could handle calls)
- Region Area was set to 9 sq miles and increased incrementally to 50 for special runs
- Region street mileage was set to 131 miles and increased incrementally to 200 for special runs
- Average patrol speed was set to 20 mph
- Patrol response speeds were set to the following:
  - Priority 1 – 35 mph
  - Priority 2 – 30 mph
  - Priority 3 – 25 mph
  - Priority 4 – 20 mph
  - Priority 5 – 15 mph

In addition to these factors, we created scenarios for a range growth stages by increasing the rate of calls for service 5%, 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. We do not have hard data to analyze the growth in square mileage and street miles for Marysville, but the rate of calls for service has by far the greatest impact on patrol workload. Some experimental analysis was done with different street mileage and area numbers. Those are included at the end of this report.

Based on the availability factor and these constraint factors it is estimated that for maximum response capabilities you would need the following number of patrol officers to handle the changes over time in the volume of calls received.

The first table shows the scenarios where the volume of calls was increased and where the priority 1 (P1) response time constraint was changed:



*Estimates of patrol officers needed based on constraints (Table 4)*

Run number	Database Used	P1 Max	P2 Max	P3 Max	P4 Max	P5 Max	Non-Cts per unit per hour	Minimum Uncommitted time	Supplemental Units Available	Region Area	Street Miles	Avg Patrol Speed	Result: Number of Units Needed
1	99Base.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	32
2	99Base.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	32
3	99Base.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	32
4	99Base.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	33
5	5per7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	33
6	5per7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	33
7	5per7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	33
8	5per7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	34
9	10pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	35
10	10pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	35
11	10pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	35
12	10pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	35
13	20pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	37
14	20pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	37
15	20pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	37
16	20pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	38
17	30pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	39
18	30pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	39
19	30pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	39
20	30pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	40
21	40pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	42
22	40pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	42
23	40pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	42
24	40pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	43
25	50pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	45
26	50pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	45
27	50pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	45
28	50pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	45
29	60pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	47
30	60pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	47
31	60pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	47
32	60pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	48
33	70pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	50
34	70pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	50
35	70pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	50
36	70pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	50
37	80pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	52
38	80pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	52
39	80pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	52
40	80pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	52

Run number	Database Used	P1 Max	P2 Max	P3 Max	P4 Max	P5 Max	Non-Cfs per unit per hour	Minimum Uncommitted time	Supplemental Units Available	Region Area	Street Miles	Avg Patrol Speed	Result: Number of Units Needed
41	90pr7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	<b>55</b>
42	90pr7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	<b>55</b>
43	90pr7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	<b>55</b>
44	90pr7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	<b>55</b>
45	100p7min.mdb	6.56	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	<b>58</b>
46	100p7min.mdb	5.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	<b>58</b>
47	100p7min.mdb	4.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	<b>58</b>
48	100p7min.mdb	3.5	8.55	18.06	13.36	19.65	0 min	25 min	3	9	131	20	<b>58</b>

*Note: the database name indicates the percent increase in call rate. (Eg; 100p7min.mdb included the call workload increase up to 100% of the current rate. 50pr7min.mdb reflects a 50% increase, etc.)*

At approximately a 20% increase in call workload, we see a larger change in the number of patrol officers needed to handle the workload. All of the numbers recommended by Staff Wizard are higher than the current 30 officers on staff.

There appears to be no significant differences in total manpower needed through simply changing the maximum Priority 1 response time from the current average of 6.56 minutes to as low as 3.5 minutes. The median Priority 1 response time was 4.05 minutes, showing that half of the responses were less than 4.05 minutes, and half were longer. The Priority 2 median was 8.53 minutes.

*Estimates of patrol manpower needed based changes in operational constraints plus street and area increases (Table 5)*

Run number	Database Used	P1 Max	P2 Max	P3 Max	P4 Max	P5 Max	Max prob all units busy	Non-Cfs per unit per hour	Minimum Uncommitted time	Supplemental Units Available	Region Area	Street Miles	Avg Patrol Speed	Result: Number of Units Needed
49	99Base.mdb	6.56	8.55	18.06	13.36	19.65	1%	0 min	25 min	3	9	131	20	47
50	99Base.mdb	6.56	8.55	18.06	13.36	19.65	2%	0 min	25 min	3	9	131	20	43
51	99Base.mdb	6.56	8.55	18.06	13.36	19.65	3%	0 min	25 min	3	9	131	20	42
52	99Base.mdb	6.56	8.55	18.06	13.36	19.65	4%	0 min	25 min	3	9	131	20	40
53	99Base.mdb	6.56	8.55	18.06	13.36	19.65	5%	0 min	25 min	3	9	131	20	39
49	99Base.mdb	3.5	7.5	16.25	12	17.5	1%	0 min	25 min	3	9	131	20	47
50	99Base.mdb	3.5	7.5	16.25	12	17.5	2%	0 min	25 min	3	9	131	20	43
51	99Base.mdb	3.5	7.5	16.25	12	17.5	3%	0 min	25 min	3	9	131	20	42
52	99Base.mdb	3.5	7.5	16.25	12	17.5	4%	0 min	25 min	3	9	131	20	40
53	99Base.mdb	3.5	7.5	16.25	12	17.5	5%	0 min	25 min	3	9	131	20	39
54	992Base.mdb	3.5	7.5	16.25	12	17.5	N/A	0 min	25 min	3	15	155	20	35
55	993Base.mdb	3.5	7.5	16.25	12	17.5	N/A	0 min	25 min	3	25	175	20	39
56	994Base.mdb	3.5	7.5	16.25	12	17.5	N/A	0 min	25 min	3	35	200	20	44
57	995Base.mdb	3.5	7.5	16.25	12	17.5	N/A	0 min	25 min	3	50	250	20	53

There are two constraints in these Staff Wizard runs that appeared to affect the overall patrol needed numbers; Maximum probability of all units busy, and increase of the cities' area increasing to 15-50 square miles and street increases up to 155-250 miles in length. The maximum probability of all units being busy for any hour of the day adjusted to anything less than 5% appears to cause fairly dramatic increases in manpower needs.

This may indicate that current manpower level minimums as described in this analysis may be sufficient with increases as high as 67% in region area, and total street mileage up to 18% higher. This indicates that simply annexing area has very little impact on the manpower requirements. If that new area includes new residents and/or commercial development, then we would expect the call rate to increase, and the manpower requirement to increase accordingly.

**Considerations for the Impact of Growth**

Although we reject the use of overly simplistic ratios such as "officers per thousand" for guiding staffing decisions, we do see a generally consistent ratio of calls-per-citizen as a city grows, *as long as the demographics and mix of residential/industrial/commercial development remains consistent*. If new development changes the nature of the city in a significant way, then the simple

---

calls-per-citizen ratio fails. We are aware that Marysville is envisioning significant growth in residential area as well as new retail areas.

We expect that balanced growth of retail and residential will continue the ratio as described above. For planning guidance, we did research the workload generated by several "big box" stores in several of our other client agencies. The searches included Target, Kohls, Sears and Kmart stores in multiple cities in multiple states (none was in Washington). We found consistent rate of about 124 calls per year at each of the major stores.

The calls analyzed for this report (May, 2005 through April, 2006) show an average of 39 minutes consumed per call. We can then assume and a new large store would generate about 4,836 minutes, or 80.6 hours of patrol work per year. A general target should be about 515 hours per year spent on calls for service for each officer, so each store can be expected to generate workload for about 1/7 of one officer.

We add one note of caution here, which is that a change in a corporation's shoplifting policy can have an immediate and dramatic impact on police workload. The general trend for retailers is to increase the threshold amount for prosecution, which reduces police workload, but that trend could be reversed at any time.

Again, unless the new retail development is very much faster than residential development, the overall growth estimates, as measured by population, will include the impact of commercial development.

### **Sufficiency of the Current Staffing Level**

No specific operational goals, such as response time to calls by priority or proactive time availability were set for this analysis. We merely calculated the current operations, and then projected the officer requirements for various stages of growth for the City. However, we did observe that the current patrol performance appears to fall well below what is considered sufficient for most U.S. police departments.

Although definitions and measurement methods vary among agencies, there is a general agreement that a patrol officer should have at least 20 minutes per on-duty hour available for proactive patrol work. Many agencies are working toward a goal of 40% (24 minutes) available for proactive work. These targets are associated with allowing time for officers to work with the community and to discover and attach problems before they get out of control. If officers are simply running from one call to another, the results tend to be deteriorating public safety, reduced officer safety, and eventually unhappy citizens.

When we tried staffing scenarios with standard amounts of time protected for proactive work, the results called for very large increases in patrol staff even at current workloads. We offer this simply as an observation and a caution that simply maintaining current service levels may not be sufficient for a modern police agency. As this was beyond the scope of the project, we did not calculate the full range of officer requirements for improved operations.

### **Scheduling Suggestions for Current Manpower**

Since you currently have a fixed 12-hour shift schedules for patrol assignments, no suggestions will be made in this document concerning alternative shift schedules. We understand that the current deployment is dictated by a labor agreement, but offer the following.

Under the current workload and deployment, there are times every day and every week when we can see that the number of on-duty officers is completely inadequate. There are other times when there are more than enough officers on duty. The schedule simply does not attempt to match the pattern of the demand for service. We suggest that when and if a new labor agreement is negotiated, both efficiency and officer safety can be enhanced considerably regardless of changes in overall staffing.

Thank you for the opportunity to let Corona Solutions help you with your manpower forecasts and distributions to allocate resources for the Marysville Police Department. We welcome the opportunity to assist you in the future.

Please contact Mr. Dale Harris with any questions concerning information contained in this report or to make suggestions for improving this report to better provide assistance for your agency at the following contact numbers or email addresses.

#### **Corona Solutions**

1-888-450-9887

1-720-685-9550

Sales:

[sales@coronasolutions.com](mailto:sales@coronasolutions.com)

Technical Support:

[support@coronasolutions.com](mailto:support@coronasolutions.com)

---

---

Addendum

Subsequent to the initial presentation of this report to Marysville staff, additional information was brought forward regarding the number of officers available for duty during the study period. While we worked with the understanding that a larger of officers was available for patrol than actually were, the basic findings from the original work remain: The Marysville patrol force is significantly understaffed, and an inefficient patrol schedule further aggravates the problem.

Further analysis confirms that the expansion of land area to be covered has a minimal impact on the demand for patrol resources, but the increase in population, commercial and retail development will bring the operations to a crisis unless changes are made.

Because the projected growth is so rapid and so large, we have projected the workload out to 120% of that for the study period. The below table indicates the number of hours per week when the patrol force will be saturated, meaning that there will be more demand for service than can be provided by the on-duty officers and sergeants. Note that none of this projection includes any time for proactive work to address emerging crime and disorder problems. It is simply reactive work – answering calls for service.

Hours Per Week of Saturation at Growth and Staffing Levels		Percentage Growth from Current							
Officers	On Duty	20	30	40	50	60	80	100	120
25	4.17	2	6	16	26	32	56	77	90
26	4.33	0	6	9	19	30	49	71	87
27	4.50		2	6	16	22	40	61	82
28	4.67		1	5	9	17	35	52	75
29	4.83			2	7	15	30	46	65
30	5.00			1	4	10	26	40	59
31	5.17				2	7	18	36	54
32	5.33					6	17	31	46
33	5.50					2	12	27	40
34	5.67						10	20	37
35	5.83						6	17	31
36	6.00						6	16	28
37	6.17						4	12	24
38	6.33						2	8	18
39	6.50							7	17
40	6.67							5	11
41	6.83							5	10
42	7.00							2	8
43	7.17							1	7
44	7.33								6
45	7.50								6
46	7.67								2
47	7.83								

The below table for Proportional Allocation shows the optimal percentage of all officers who should be scheduled for work during each to match the demand for service. For example, we suggest that 5.8% of your patrol officers should be scheduled for work on Sundays between midnight and 01:00 hours. If you have 27 officers, then that would mean that 23% or 6.21, rounded to 6, should be scheduled to work at that time.

Of course these numbers are based entirely on the calls for service and do not consider other factors such as officer safety minimums, proactive work, and probably most difficult, shift plans. These numbers are presented as a goal to be approached with consideration for all of the other competing influences.

Proportional Allocation of Patrol Resources  
As a Percentage of All Officers Scheduled During Each Hour of a Week

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00-01	23	20	21	18	21	22	27
01-02	24	22	18	23	21	21	27
02-03	23	22	20	19	20	19	24
03-04	21	16	18	17	19	18	21
04-05	17	16	20	19	16	17	22
05-06	18	17	15	16	20	16	13
06-07	16	19	25	17	19	15	16
07-08	16	26	21	21	22	21	21
08-09	19	25	24	24	24	24	24
09-10	18	26	30	23	24	27	23
10-11	27	24	25	29	25	26	23
11-12	23	25	28	27	26	28	25
12-13	25	29	29	27	26	26	28
13-14	26	26	25	26	29	26	27
14-15	25	27	27	27	30	28	25
15-16	26	30	29	28	31	28	25
16-17	26	29	31	30	30	27	27
17-18	24	28	29	25	29	29	26
18-19	26	26	29	27	27	28	23
19-20	28	25	26	25	25	28	24
20-21	25	25	22	25	23	25	24
21-22	26	25	23	24	24	28	28
22-23	26	21	25	24	25	25	28
23-24	22	24	21	24	23	25	24

**City of Marysville  
2007 Mid-Year Adjustment**

	2007	2008
New Retail Sales Tax (based on opening)	\$ 576,131	\$ 1,392,965

**Police**

Commander Upgrade	14,129	14,553
Lieutenant (downgrading 3rd Commander)		(6,273)
Lieutenant PSU	145,314	146,583
Training Sergeant	139,427	141,756
Patrol Training Officer	101,269	96,350
Administrative Services Manager	126,403	127,105
Crime Analyst (2008)		
Crime Analyst Technology & Wk Station	50,000	
Facilities PS Remodel	50,352	
Confidential Admin Secretary (upgrade)		6,380

**Finance**

Confidential Administrative Assistant P/T	32,393	31,511
Deputy Clerk	74,785	75,175

**Parks**

Maintenance Worker II	65,597	67,565
-----------------------	--------	--------

Total Annual Staffing Impact	\$ 799,669	\$ 700,704
Half Year Hire Expenditure for 2007	399,835	700,704
New Sales Tax Remaining & Available	176,296	692,261
35% Funded of Finance		37,340
Adjusted New Sales Tax Remaining & Available	\$ 176,296	\$ 729,600

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

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

<b>AGENDA ITEM:</b> ZA03107034 The Orchards on Sunnyside Blvd.	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Libby Grae, Associate Planner	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1. Snohomish County Hearing Examiner Decision dated 05/25/05 2. Site Plan 3. Vicinity Map 4. Final plat checklist	<b>APPROVED BY:</b> 	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

On May 25, 2005, the Snohomish County Hearing Examiner issued preliminary plat approval for 16 lot single-family subdivision of "The Orchards on Sunnyside Boulevard". The plat is generally located on the east side of Sunnyside Blvd, just north of Soper Hill Rd. The subject property was annexed to the City of Marysville on December 1, 2006 (Ord. 2661). The applicant has completed all conditions of approval.

<b>RECOMMENDED ACTION:</b> Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar for The Orchards on Sunnyside Blvd.
<b>COUNCIL ACTION:</b>



**REPORT and DECISION of the SNOHOMISH  
COUNTY HEARING EXAMINER**

Hearing Examiner's Office

Email: [Hearing.Examiner@co.snohomish.wa.us](mailto:Hearing.Examiner@co.snohomish.wa.us)

**Robert J. Backstein**  
Hearing Examiner

**Ed Good**  
Deputy Hearing Examiner

M/S 405  
3000 Rockefeller Ave.  
Everett, WA 98201

(425) 388-3538  
FAX (425) 388-3201

DATE OF DECISION: May 25, 2005

PLAT/PROJECT NAME: *THE ORCHARDS*

APPLICANT/  
LANDOWNER: Adam Borseth Construction

FILE NO.: 03 107034

TYPE OF REQUEST: A 16 lot, single-family residential subdivision of 4.43 acres.  
The lots average 10,069 square feet each, utilizing 39,519 square feet of open space

DECISION (SUMMARY): APPROVE subject to conditions

**BASIC INFORMATION**

GENERAL LOCATION: The property is located on the east side of Sunnyside Blvd., 600 feet north of 28<sup>th</sup> Street NE, about ¾ of a mile south of the Marysville city limits

ACREAGE: 4.43 acres

DENSITY: 3.6 du/ac (gross)  
5.5 du/ac (net)

NUMBER OF LOTS: 16

AVERAGE LOT SIZE: 7,639 square feet

MINIMUM LOT SIZE: 5,998 square feet

OPEN SPACE and  
NATIVE GROWTH  
PROTECTION AREA: 39,519 square feet

ZONING: R-9600

**FILE COPY**

**COMPREHENSIVE PLAN DESIGNATION:**

General Policy Plan Designation: Urban Low Density Residential – limited (4-5 du/ac)  
Subarea Plan: Snohomish-Lake Stevens  
Subarea Plan Designation: Suburban (2-4 du/ac)

**UTILITIES:**

Water: Snohomish County PUD No. 1  
Sewage: City of Marysville

**SCHOOL DISTRICT:** Marysville

**FIRE DISTRICT:** No. 12

**SELECTED AGENCY RECOMMENDATIONS:**

Department of:

Planning and Development Services: Approve subject to conditions  
Public Works: Approve subject to conditions

**INTRODUCTION**

The applicant filed the Master Application on June 30, 2004. (Exhibit 1)

The Hearing Examiner (Examiner) made a site familiarization visit on May 2, 2005 in the afternoon.

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 15, 16 and 17)

A SEPA determination was made on March 7, 2005. (Exhibit 14) No appeal was filed.

The Examiner held an open record hearing on May 10, 2005, the 111<sup>th</sup> day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

**PUBLIC HEARING**

The public hearing commenced on May 10, 2005 at 2:05 p.m.

1. The Examiner indicated that he has read the PDS staff report, reviewed the file and viewed the area and therefore has a general idea of the particular request involved.
2. Mr. Kelley Wrigg, Cascade Surveying & Engineering, the consultant representing the applicant appeared and stated that the State requires no fees for transportation mitigation.

He indicated that the final mitigation plan should not require an irrigation system here. (See Condition B.iii., the last sentence)

Discussion was had regarding this point. Also discussion was had regarding Condition D.iv. and both parties agreed to add the words "or bonded for" at the end of the sentence.

Mr. Wrigg indicated that he had no objection to the other conditions.

3. Ms. Beverly Martinka appeared and stated that because of the wetness in this area, no irrigation system is needed, and that it is self-irrigating now from the natural runoff and the creek.
4. No one appeared in opposition to the request.
5. Mr. Patrick McGraner, a biologist with PDS, stated that the trees that are to be planted are five gallon plants and as little as a soaker hose is needed during the summer dry season to insure survival is necessary.

The hearing concluded at 2:40 p.m.

**NOTE:** Audio tapes of this hearing are available in the Office of the Hearing Examiner.

## **FINDINGS, CONCLUSIONS AND DECISION**

### **FINDINGS:**

1. The master list of Exhibits and Witnesses which is a part of this file and which exhibits were considered by the Examiner, is hereby made a part of this file, as if set forth in full herein.
2. The PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Protection Act (SEPA) evaluation with its recommendation and conditions. This report is hereby adopted by the Examiner as if set forth in full herein.
3. One issue of concern was raised by the Snohomish County Parks Department relating to a conservation area for bald eagles; and, a bald eagle habitat management plan addressing this issue has been approved. (Exhibit 18)
4. The request is for a 16 lot, single-family residential subdivision of 4.43 acres utilizing lot size averaging.
5. The site's surrounding properties are zoned R-9600. To the north, land is undeveloped and wooded and is zoned R-9600. The area is basically a single-family residential area.
6. The project would comply with park mitigation requirements under Chapter 30.66A SCC (Title 26A SCC) by the payment of \$896.00 for each new single-family home.
7. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC (Title 26B SCC) as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests-subject to various conditions. (See Pages 3-6, Exhibit 32)

8. School mitigation requirements under Chapter 30.66C SCC (Title 26C SCC) have been reviewed and set forth in the conditions.
9. A Type 4 stream crosses the extreme northeast corner of the site which will be protected with a vegetative buffer as a Native Growth Protection Area (NGPA). The entire site is a bald eagle primary association area, and a habitat management plan has been prepared.
10. Stormwater runoff from the project will be collected by a system of catch basins and yard drains and directed to a detention pond. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage and recommends approval of the project subject to conditions, which would be imposed during full detailed drainage plan review pursuant to Chapter 30.63A SCC (Title 24 SCC).
11. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished.
12. Public water and sewer service will be available for this development as well as electrical power.
13. The subject property is designated Urban Low Density Residential-Limited (4-5 du/acres) by the GPP Future Land Use map, and is located within an Urban Growth Area (UGA). It is not located within a mapped Growth Phasing Overlay. According to the GPP, the Urban Low Density Residential-Limited (4-5) designation allows mostly detached housing development on larger lot sizes. This designation is applied in a portion of the Sunnyside area that is confined to the lowest density urban zone because of environmental constraints and difficulties in service provision. Implementing zones include R-9,600 and PRD-9,600. The current zoning of the site is R-9,600 and will not change with this application. PDS finds the requested subdivision to be consistent with the General Policy Plan's Urban Low Density Residential-Limited designation of the property.
14. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC (Title 19 SCC) as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
15. The proposal has been evaluated by PDS for compliance with the lot size averaging provisions of SCC 30.41A.240 and SCC 30.23.210. This proposal is consistent with these provisions.
16. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.
17. Any Finding of Fact in this Report and Decision, which should be deemed a Conclusion, is hereby adopted as such.

### CONCLUSIONS:

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as

a conclusion as if set forth in full herein, in order to avoid needless repetition. There are minor changes to the conditions of the staff report.

The Department of Public Works recommends that the request be approved as to traffic use subject to certain conditions.

The request is consistent with the GMACP; GMA-based County codes; and the type and character of land use permitted on the site and the permitted density with the applicable design and development standards.

The request will allow for the development of single-family homes which is consistent with the development taking place in this attractive area.

The request should be approved subject to compliance by the applicant with the following Conditions:

### CONDITIONS

The preliminary plat received by PDS on April 12, 2005 (Exhibit 20) shall be the approved plat configuration. SCC 30.42B.220 governs changes to the planned residential development official site plan; changes to the approved plat are governed by SCC 30.41A.330.

Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:

- i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
- ii. The plat shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
- iii. A final mitigation plan based on the conceptual Habitat Management Plan for *The Orchards* prepared by Wetland Resources, Inc., dated Revision 2, January 3, 2005 (Exhibit 18) shall be submitted for review and approval during the construction review phase of this project.

The following additional restrictions and/or items shall be indicated on the face of the final plat:

- i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No. 25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for one (1) existing parcel. Lot 1 shall receive credit."
- ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:

\$1,961.85 per lot for mitigation of impacts on county roads paid to the County,

\$1,310.70 per lot for impacts to the City of Marysville paid to the City. Proof of payment to the City is required.

\$222.78 per lot for impacts to the City of Arlington paid to the City. Proof of payment to the City is required.

\$75.75 per lot for TDM paid to the County per [30.66B.630 SCC].

The developer of this subdivision has elected to defer these payment obligations to a time preceding building permit issuance. Notice of these mitigation payment obligations shall be contained in any deeds involving this subdivision or the lots therein. Once building permit has been issued all mitigation payments shall be deemed paid.

- iii. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) (unless other agreements have been made) with the following language on the face of the plat;

"All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 32.10.110(29)(a), (c), and (d) are allowed when approved by the County."

D. Prior to recording of the final plat:

- i. The developer shall pay the County \$869.00 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.

- ii. Urban frontage improvements shall be constructed along the parcel's frontage on Sunnyside Boulevard to the specifications of the DPW [SCC 30.66B.410].

- iii. NGPA boundaries shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platting may use other permanent methods and materials provided they are first approved by the County. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the County biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division of PDS for review and approval prior to installation.

- iv. The final Habitat Management Plan shall be completely implemented, or bonded for.

E. In conformity with applicable standards and timing requirements:

- i. The preliminary landscape plan (Exhibit 9B) shall be implemented. All required detention facility landscaping shall be installed in accordance with the approved landscape plan.

F. All development activity shall conform to the requirements of Chapter 30.63A SCC.

Nothing in this permit/approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

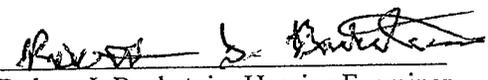
Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

6. Any Conclusion in this Report and Decision, which should be deemed a Finding of Fact, is hereby adopted as such.

### DECISION:

The request for a 16 lot single-family residential subdivision, utilizing lot size averaging calculations, is hereby APPROVED, SUBJECT TO COMPLIANCE by the applicant, with the CONDITIONS set forth in Conclusion 5, above.

Decision issued this 25th day of May, 2005.

  
Robert J. Backstein, Hearing Examiner

## EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

This decision of the Hearing Examiner is final and conclusive with right of appeal to the County Council. However, reconsideration by the Examiner may also be sought by one or more parties of record. (The Examiner's action on reconsideration would be subject to appeal to the Council.) The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see Chapter 30.72 SCC and the respective Examiner and Council rules of procedure.

### Reconsideration

Any Party of Record may request reconsideration by the Examiner. A Petition for Reconsideration must be filed in writing with the Office of the Hearing Examiner, 2802 Wetmore Avenue, 2<sup>nd</sup> Floor, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **June 6, 2005**. There is no fee for filing a Petition for Reconsideration. **"The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing."** [SCC 30.72.065]

A Petition for Reconsideration does not have to be in a special form but must: contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner's attorney, if any; identify the specific findings, conclusions, actions and/or conditions for which reconsideration is requested; state the relief requested; and, where applicable, identify the specific nature of any newly discovered evidence and/or changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) the Examiner exceeded his jurisdiction;
- (b) the Examiner failed to follow the applicable procedure in reaching his decision;
- (c) the Examiner committed an error of law or misinterpreted the applicable comprehensive plan, provisions of Snohomish County Code, or other county or state law or regulation;
- (d) the Examiner's findings, conclusions and/or conditions are not supported by the record;
- (e) newly discovered evidence alleged to be material to the Examiner's decision which could not reasonably have been produced at the Examiner's hearing; and/or
- (f) changes to the application proposed by the applicant in response to deficiencies identified in the decision.

Petitions for Reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.72.065. Please include the county file number in any correspondence regarding this case.

### Appeal

An appeal to the County Council may be filed by any aggrieved Party of Record. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with the Department of Planning and Development Services, 5th Floor, County Administration Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **June 8, 2005** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the county and PROVIDED FURTHER that the filing fee shall be refunded in any case where an appeal is dismissed in whole without hearing under SCC 30.72.075.

An appeal must contain the following items in order to be complete: a detailed statement of the grounds for appeal; a detailed statement of the facts upon which the appeal is based, including citations to specific Hearing Examiner Findings, Conclusions, exhibits or oral testimony; written arguments in support of the appeal; the name, mailing address and daytime telephone number of each appellant, together with the signature of at least one of the appellants or of the attorney for the appellant(s), if any; the name, mailing address, daytime telephone number and signature of the appellant's agent or representative, if any; and the required filing fee.

The grounds for filing an appeal are limited to the following:

- (a) the Examiner exceeded his jurisdiction;
- (b) the Examiner failed to follow the applicable procedure in reaching his decision;
- (c) the Examiner committed an error of law or misinterpreted the applicable comprehensive plan, provisions of Snohomish County Code, or other county or state law or regulation; and/or
- (d) the Examiner's findings, conclusions and/or conditions are not supported by the record.

Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the county file number in any correspondence regarding this case.

---

### Staff Distribution:

Department of Planning and Development Services: Bob Pemberton  
Department of Public Works: Andrew Smith

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation." A copy of this Decision is being provided to the Snohomish County Assessor as required by RCW 36.70B.130.

Parties of Record Register  
03 107034 SD THE ORCHARDS  
HRG: 5/10/05  
03107034 KW

ADAM BORSETH CONSTRUCTION  
6222 230TH PLACE NW  
STANWOOD WA 98292

SNO CO PUD NO 1  
MARY BOND  
PO BOX 1107  
EVERETT WA 98206-1107

SNOHOMISH HEALTH DIST  
BRENT RAASINA  
3020 RUCKER AVE SUITE 104  
EVERETT WA 98201-3900

SNO CO DEPT OF PUBLIC WORKS  
ANDREW SMITH  
3000 ROCKEFELLER AVE M/S 607  
EVERETT WA 98201

SNO CO PLAN & DEV SERV  
BOB PEMBERTON  
3000 ROCKEFELLER AVE M/S 604  
EVERETT WA 98201

SNO CO PARKS AND RECREATION  
PAT KENYON  
3000 ROCKEFELLER AVE M/S 303  
EVERETT WA 98201

CASCADE SURVEYING  
B JONES/KELLEY WRIGG  
PO BOX 326  
ARLINGTON WA 98223

ROBERT & BEVERLY MARTINKA  
2927 SUNNYSIDE BLVD  
MARYSVILLE WA 98270

NORTH COUNTY BANK  
1031 STATE AVENUE  
MARYSVILLE WA 98270

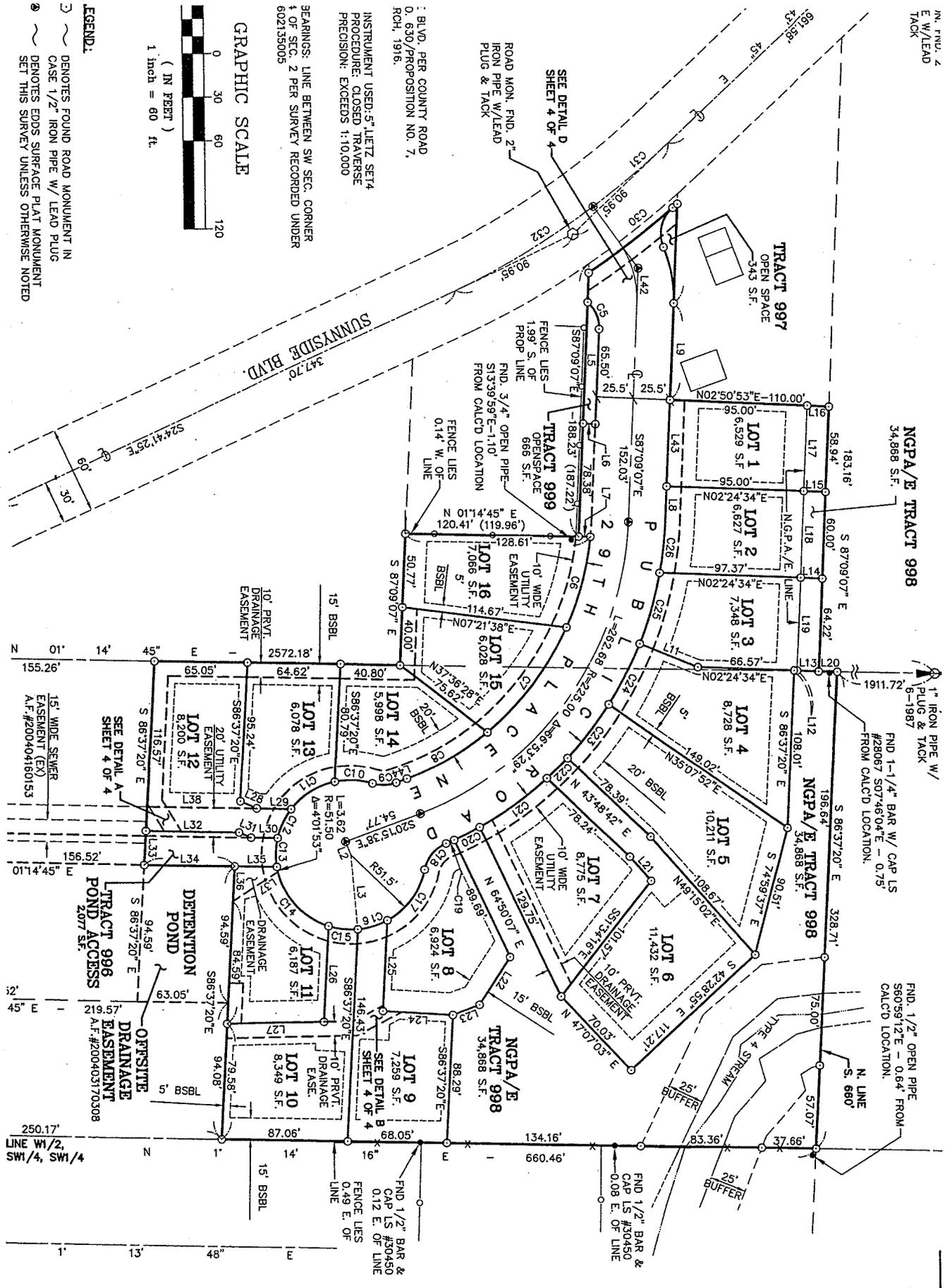
CITY OF MARYSVILLE  
LIBBY GRAGE  
80 COLUMBIA AVE  
MARYSVILLE WA 98270

CITY OF ARLINGTON  
YVONNE PAGE  
238 N OLYMPIC AVE  
ARLINGTON WA 98273

MARYSVILLE SCHOOL DIST  
JOSEPH LEGARE  
4220 80TH ST NE  
MARYSVILLE WA 98270

SNO CO PUD WATER  
LAURIE WADE  
PO BOX 1107  
EVERETT WA 98206

GIBSON TRAFFIC CONSULTANTS  
EDWARD T KOLTONOWSKI  
1712 PACIFIC AVE  
EVERETT WA 98201



NGPA/E TRACT 998  
34,868 S.F.

TRACT 997  
OPEN SPACE  
343 S.F.

TRACT 999  
OPEN SPACE  
666 S.F.

TRACT 998  
OPEN SPACE  
34,868 S.F.

BLVD. PER COUNTY ROAD  
D. 630/PROPOSITION NO. 7,  
RCH, 1916.

INSTRUMENT USED: S<sup>1</sup> LETZ SET 4  
PROCEDURE: CLOSED TRAVERSE  
PRECISION: EXCEEDS 1:10,000

BEARINGS: LINE BETWEEN SW SEC. CORNER  
1 OF SEC. 2 PER SURVEY RECORDED UNDER  
602135005

GRAPHIC SCALE  
( IN FEET )  
0 30 60 120  
1 inch = 60 ft.

LEGEND:  
DENOTES FOUND ROAD MONUMENT IN  
CASE 1/2" IRON PIPE W/ LEAD PLUG  
DENOTES EDDS SURFACE PLAT MONUMENT  
SET THIS SURVEY UNLESS OTHERWISE NOTED

Item 19-11





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

FINAL PLAT CHECK LIST			
Plat Name:	<i>The Orchards on Sunnyside</i>	PA#	<i>2903107034</i>
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	<i>RY</i>	<i>7/11/07</i>
	Planning	<i>JBH</i>	<i>7/10/07</i>
2. Letter of Segregation to Assessor	Planning	<i>JBH</i>	<i>7/10/07</i>
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	<i>(Signature)</i>	<i>7.11.07</i>
Asbuilts – Including Digital Files	Const. Insp.	<i>(Signature)</i>	<i>6.11.07</i>
Bill(s) of Sale	Const. Insp.	<i>(Signature)</i>	<i>6.11.07</i>
Maintenance and Warranty Funding	Const. Insp.	<i>(Signature)</i>	<i>6.15.07</i>
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	<i>(Signature)</i>	<i>7.11.07</i>
Asbuilts – Including Digital Files	Const. Insp.	<i>(Signature)</i>	<i>6.11.07</i>
Bill(s) of Sale	Const. Insp.	<i>(Signature)</i>	<i>6.11.07</i>
Maintenance and Warranty Funding	Const. Insp.	<i>(Signature)</i>	<i>6.15.07</i>
5. Performance Bond – Submitted/Approved		<i>(Signature)</i>	<i>6.15.07</i>
(If Required - Road and Storm Drain Only)	Const. Insp.		
6. Inspection Fees - Calculated and Paid	Const. Insp.	<i>(Signature)</i>	<i>6.19.07</i>
7. Final Plat Fee - Calculated and Paid	Planning	<i>JBH</i>	<i>6/7/07</i>
8. TIP Fees: <i>To be paid prior to building permit.</i>	Planning	<i>N/A</i>	<i>N/A</i>

9. Parks Mitigation Fees: <i>To be paid prior to building permit</i>	Planning	N/A	N/A
10. School District Mitigation Fees: <i>To be paid prior to building permit</i>	Planning	N/A	N/A
11. Signage and Striping Installed <i>PERFORMANCE BOND</i>	Const. Insp.	<i>(Signature)</i>	<i>7.10.07</i>
12. Final Grading and TESC Inspection	Const. Insp.	<i>(Signature)</i>	<i>6.20.07</i>
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	<i>(Signature)</i>	<i>7/11/07</i>
14. Utility/Recovery/Main Fees	Land Dev.	<i>(Signature)</i>	<i>7/11/07</i>

**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.

**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT WILLETT INC., A WASHINGTON CORPORATION, THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND NORTH COUNTY BANK, THE MORTGAGEE, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM, AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACTS 999-996 ARE HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL OBLIGATIONS TO MAINTAIN THE TRACTS CONSISTENT WITH CITY CODE TO LOTS 1-16 WITH AN EQUAL AND UNDIVIDED INTEREST UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF MARYSVILLE. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THESE TRACTS SHALL REMAIN AN APPURTENANCE TO AND INSEPERABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OWNERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

WILLETT INC., A WASHINGTON CORPORATION

BY: \_\_\_\_\_ ITS: PRESIDENT  
GUY C. WILLETT

NORTH COUNTY BANK

BY: \_\_\_\_\_ ITS: \_\_\_\_\_

**ACKNOWLEDGMENTS:**

STATE OF WASHINGTON)  
COUNTY OF SNOHOMISH)

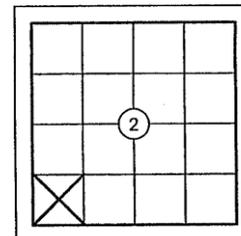
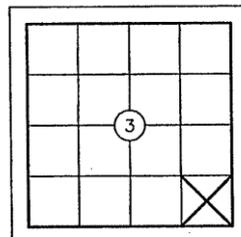
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GUY C. WILLETT IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE PRESIDENT OF WILLETT INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
(NOTARY NAME TO BE PRINTED)  
RESIDING AT: \_\_\_\_\_  
MY APPOINTMENT EXPIRES: \_\_\_\_\_

STATE OF WASHINGTON)  
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT H/SHE SIGNED THIS INSTRUMENT, AND ON OATH STATED THAT H/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF \_\_\_\_\_ NORTH COUNTY BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
(NOTARY NAME TO BE PRINTED)  
RESIDING AT: \_\_\_\_\_  
MY APPOINTMENT EXPIRES: \_\_\_\_\_



N.T.S.

**PLAT OF THE ORCHARDS ON  
SUNNYSIDE BOULEVARD  
PORT'N SW1/4, SW1/4, SEC. 2 & SE1/4,  
SE1/4, SEC. 3, TWP. 29 N., RGE. 5 E., W.M.**

**CITY APPROVALS:**

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

\_\_\_\_\_  
CITY OF MARYSVILLE ENGINEER

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

\_\_\_\_\_  
CITY OF MARYSVILLE COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS AND APPROVED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

\_\_\_\_\_  
MAYOR, CITY OF MARYSVILLE, WASHINGTON.

\_\_\_\_\_  
ATTEST: CITY CLERK, CITY OF MARYSVILLE, WASHINGTON.

**LAND SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE PLAT OF THE ORCHARDS ON SUNNYSIDE BOULEVARD IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTIONS 2 & 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

*William J. Lloyd*  
LICENSED LAND SURVEYOR #19631 DATE 7-05-07

**TREASURER'S CERTIFICATE:**

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING \_\_\_\_\_ TAXES.

\_\_\_\_\_  
TREASURER, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY COUNTY TREASURER

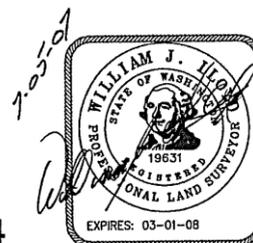
**AUDITOR'S CERTIFICATE:**

FILED FOR RECORD AT THE REQUEST OF CASCADE SURVEYING AND ENGINEERING, INC. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M, AND RECORDED IN VOL. \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_ AUDITOR'S FILE NO. \_\_\_\_\_ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

\_\_\_\_\_  
AUDITOR, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY COUNTY AUDITOR

COUNTY FILE:  
PFN 03-107034



AF# \_\_\_\_\_

SHEET 1 OF 4

..\\15333\\DWG\\15333FS.DWG

**CASCADE SURVEYING & ENGINEERING, INC.**



Engineers Surveyors Planners  
Item 19-15  
ARLINGTON, WA  
105 E. Division - PO Box 326 98223  
(360)435-5551  
FAX 435-4012

PORT'N SW1/4, SW1/4 SEC.2, & SE1/4, SE1/4, SEC.3 TWP. 29N, RGE.5E, W.M.  
DWN. BY: BLJ DATE: 6/1/07 CHECKED: W.LLOYD  
FIELD BOOK #: SN.728 REV. 6/28/2007 JOB #: 15333FS

**COVENANTS AND RESTRICTIONS:**

- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 20 OF THE MARYSVILLE MUNICIPAL CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 20 OF THE MARYSVILLE MUNICIPAL CODE.
- ALL LANDSCAPED AREAS IN THE PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.
- THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE MARYSVILLE SCHOOL DISTRICT NO. 25 TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.66C.010. CREDIT SHALL BE GIVEN FOR ONE (1) EXISTING PARCEL. LOT 1 SHALL RECEIVE CREDIT.
- CHAPTER 30.66B SCC REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT:  
 \$1,961.85 PER LOT FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY.  
 \$1,310.70 PER LOT FOR IMPACTS TO CITY OF MARYSVILLE PAID TO THE CITY. PROOF OF PAYMENT TO THE CITY IS REQUIRED.  
 \$222.78 PER LOT FOR IMPACTS TO THE CITY OF ARLINGTON PAID TO THE CITY. PROOF OF PAYMENT TO THE CITY IS REQUIRED.  
 \$75.75 PER LOT FOR TDM (TRAFFIC DEMAND MANAGEMENT) PAID TO THE COUNTY PER 30.66B.630.SCC.
- THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THESE PAYMENT OBLIGATIONS TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THESE MITIGATION PAYMENT OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN. ONCE BUILDING PERMIT HAS BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID.
- ALL NATIVE GROWTH PROTECTION AREAS SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIAL NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES.
- CHAPTER 30.66A SCC REQUIRES THE PER NEW UNIT FEE PAYMENT IN THE AMOUNT OF \$69.00 FOR MITIGATION OF IMPACTS ON THE COUNTY PARKS DISTRICT NO. THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THIS PAYMENT OBLIGATION TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOT(S) THEREIN.
- LOTS 1 THRU 16 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED IMPERVIOUS SURFACES AND DRAINS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.
- SUBJECT TO CITY OF MARYSVILLE RECOVERY CONTRACT NOS. 333, 251, 253, AND 252 AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NOS. 200105300299, 200304240256, 200304240268 AND 200305050302.
- SUBJECT TO AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NUMBER 200403110141. NOTICE OF CORRECTION OF BOUNDARY LINE ADJUSTMENT WAS RECORDED UNDER RECORDING NUMBER 200504140566
- SUBJECT TO AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES FOR INGRESS TO AND EGRESS FROM, TO CONSTRUCT AND MAINTAIN A STORM DRAINAGE DETENTION POND AS RECORDED UNDER RECORDING NO. 200403170308. ALL MAINTENANCE AND REPAIR SHALL BE RESPONSIBILITY OF THE OWNERS OF REAL ESTATE DESCRIBED THEREIN.
- SUBJECT TO AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES DATED HEREIN, AND INCIDENTAL PURPOSES FOR INGRESS, EGRESS AND UTILITIES, TO INCLUDE SEWER LINES, WATER LINES, POWER CABLE, GAS LINES, TELEPHONE AND TELEVISION CABLES AND DRAINAGE LINES AS RECORDED UNDER RECORDING NO. 200403170309. ALL MAINTENANCE AND REPAIR SHALL BE THE RESPONSIBILITY OF THE OWNERS OF REAL ESTATE DESCRIBED THEREIN.
- SUBJECT TO ANNEXATION COVENANT AND POWER OF ATTORNEY AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NUMBER 200505250221.
- SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NO. 200511020456.
- THE LOCATION AND HEIGHT OF ALL FENCES AND OTHER OBSTRUCTIONS WITHIN AN EASEMENT AS DEDICATED ON THIS PLAT SHALL BE SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE.
- AT THE TIME OF FINAL PLAT REVIEW, A CERTIFIED ARBORIST REVIEWED THE RETAINED TREES WITHIN THE PLAT OF THE ORCHARDS ON SUNNYSIDE BLVD. AND DETERMINED THEY ARE SAFE TO RETAIN AND HAD NO VISIBLE DEFECTS THAT CONSTITUTE A HAZARD. IT WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNERS TO MONITOR THE HEALTH OF THE TREES OVER TIME FOR DETERIORATING TREE CONDITIONS THAT COULD CAUSE TREE FAILURE.

**DRAINAGE FACILITY MAINTENANCE COVENANT:**

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT CITY OF MARYSVILLE, (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM OWNERS AND THE GENERAL PUBLIC.

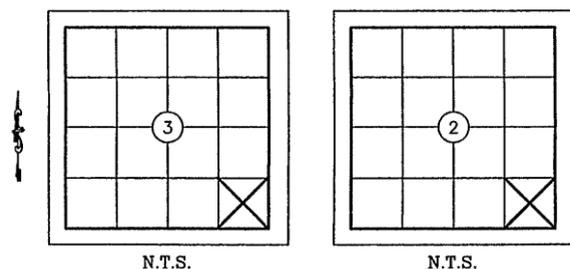
GRANTOR IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS, TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.
- IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF THE GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

**EASEMENT**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THRU THE DRAINAGE EASEMENT.



**PLAT OF THE ORCHARDS ON SUNNYSIDE BOULEVARD**

PORTION SW 1/4, SW 1/4, SEC. 2 & SE 1/4, SE 1/4, SEC. 3, TWP. 29 N., RGE. 5 E., W.M.

**LEGAL DESCRIPTION**

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 11'4'45" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 357.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 11'4'45" EAST ALONG SAID EAST LINE A DISTANCE OF 290.00 FEET; THENCE NORTH 87'09'07" WEST A DISTANCE OF 183.16 FEET; THENCE SOUTH 2'50'53" WEST A DISTANCE OF 110.00 FEET; THENCE NORTH 87'09'07" WEST A DISTANCE OF 141.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF SUNNYSIDE BOULEVARD; SAID POINT BEING ON A CURVE WHOSE RADIUS POINT BEARS SOUTH 49'04'27" WEST A DISTANCE OF 602.96 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7'23'51" A DISTANCE OF 77.85 FEET; THENCE SOUTH 87'09'07" EAST A DISTANCE OF 188.23 FEET; THENCE SOUTH 11'4'45" WEST A DISTANCE OF 120.41 FEET; THENCE SOUTH 87'09'07" EAST A DISTANCE OF 90.77 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH ALL THAT PORTION OF THE SOUTH 660.00 FEET OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 11'4'45" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 187.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 11'4'45" EAST ALONG SAID LINE A DISTANCE OF 473.33 FEET TO THE NORTH LINE OF THE SOUTH 660.00 FEET OF SAID SUBDIVISION; THENCE SOUTH 86'37'20" EAST ALONG SAID NORTH LINE A DISTANCE OF 328.71 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 11'4'16" WEST ALONG SAID EAST LINE A DISTANCE OF 410.29 FEET; THENCE NORTH 86'37'20" WEST A DISTANCE OF 188.67 FEET; THENCE SOUTH 11'4'45" WEST A DISTANCE OF 63.04 FEET; THENCE NORTH 86'37'20" WEST A DISTANCE OF 140.09 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS EXHIBIT D OF BOUNDARY LINE ADJUSTMENT NO. 04-108693BA, RECORDED UNDER RECORDING NUMBER 200403110141 AND CORRECTED UNDER RECORDING NUMBER 200504140566,

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**NATIVE GROWTH PROTECTION AREA/EASEMENT**

IN CONSIDERATION OF CITY OF MARYSVILLE CODE REQUIREMENTS, A NON-EXCLUSIVE NATIVE GROWTH PROTECTION AREA/EASEMENT (NGPA/E) IS HEREBY GRANTED AND CONVEYED TO THE CITY OF MARYSVILLE, ITS SUCCESSORS OR ASSIGNS. SAID EASEMENT AREA IS DEPICTED ON THE SUBDIVISION. THE NATIVE GROWTH PROTECTION AREA/EASEMENT SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION, OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR WITHIN SAID EASEMENT AREA; EXCEPT THE ACTIVITIES SET FORTH IN CITY CODE ARE ALLOWED, WHEN APPROVED BY THE CITY. SOME ACTIVITIES WHICH MAY BE PERMITTED ARE: (1) UNDERGROUND UTILITY CROSSINGS AND DRAINAGE DISCHARGE SWALES WHICH UTILIZE THE SHORTEST ALIGNMENT POSSIBLE AND FOR WHICH NO ALIGNMENT THAT WOULD AVOID SUCH A CROSSING IS FEASIBLE; (2) FENCES, WHEN THE CRITICAL AREA AND ITS BUFFER ARE NOT DETRIMENTALLY AFFECTED; (3) REMOVAL OF HAZARDOUS TREES BY THE PROPERTY OWNER; AND (4) OTHER USES AND DEVELOPMENT ACTIVITY AS ALLOWED BY SAID CODE. THE RIGHT TO USE AND POSSESS THE EASEMENT AREA IS RETAINED, PROVIDED THAT THE USE DOES NOT INTERFERE WITH, OBSTRUCT OR ENDANGER PURPOSE OF SAID EASEMENT.

THE CITY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM THIS EASEMENT AND ACROSS THE ADJACENT PROPERTY IN THIS SUBDIVISION FOR THE PURPOSE OF MONITORING AND ENFORCING PROPER OPERATION AND MAINTENANCE OF THE NATIVE GROWTH PROTECTION AREA EASEMENT.

THE LOT OWNER(S) SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RESTORING THE CONDITION OF THE NGPA/E IF ANY UNAUTHORIZED DISTURBANCE OCCURS.

BY ACCEPTANCE OF THE EASEMENT FOR THE PURPOSES DESCRIBED, CITY OF MARYSVILLE DOES NOT ACCEPT OR ASSUME ANY LIABILITY FOR ACTS OR OMISSIONS OF THE LOT OWNER, HIS OR HER INVITEES, LICENSEES OR OTHER THIRD PARTIES WITHIN THE EASEMENT AREA. THE LOT OWNER HOLDS CITY OF MARYSVILLE HARMLESS FROM ANY CLAIM OF DAMAGE OR INJURY TO ANY PROPERTY OR PERSONS BY ANY PERSON ENTERING THE EASEMENT AREA NOT EXPRESSLY AUTHORIZED TO DO SO BY THE CITY OF MARYSVILLE. THIS EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THIS SUBDIVISION AND THE GENERAL PUBLIC, BUT SHALL NOT BE CONSTRUED TO PROVIDE OPEN OR COMMON SPACE FOR THE OWNERS WITHIN THE SUBDIVISION OR MEMBERS OF THE PUBLIC.



**COUNTY FILE:  
PFN 03-107034**

SHEET 2 OF 4

..15333\DWG\15333FS2.DWG

AF#

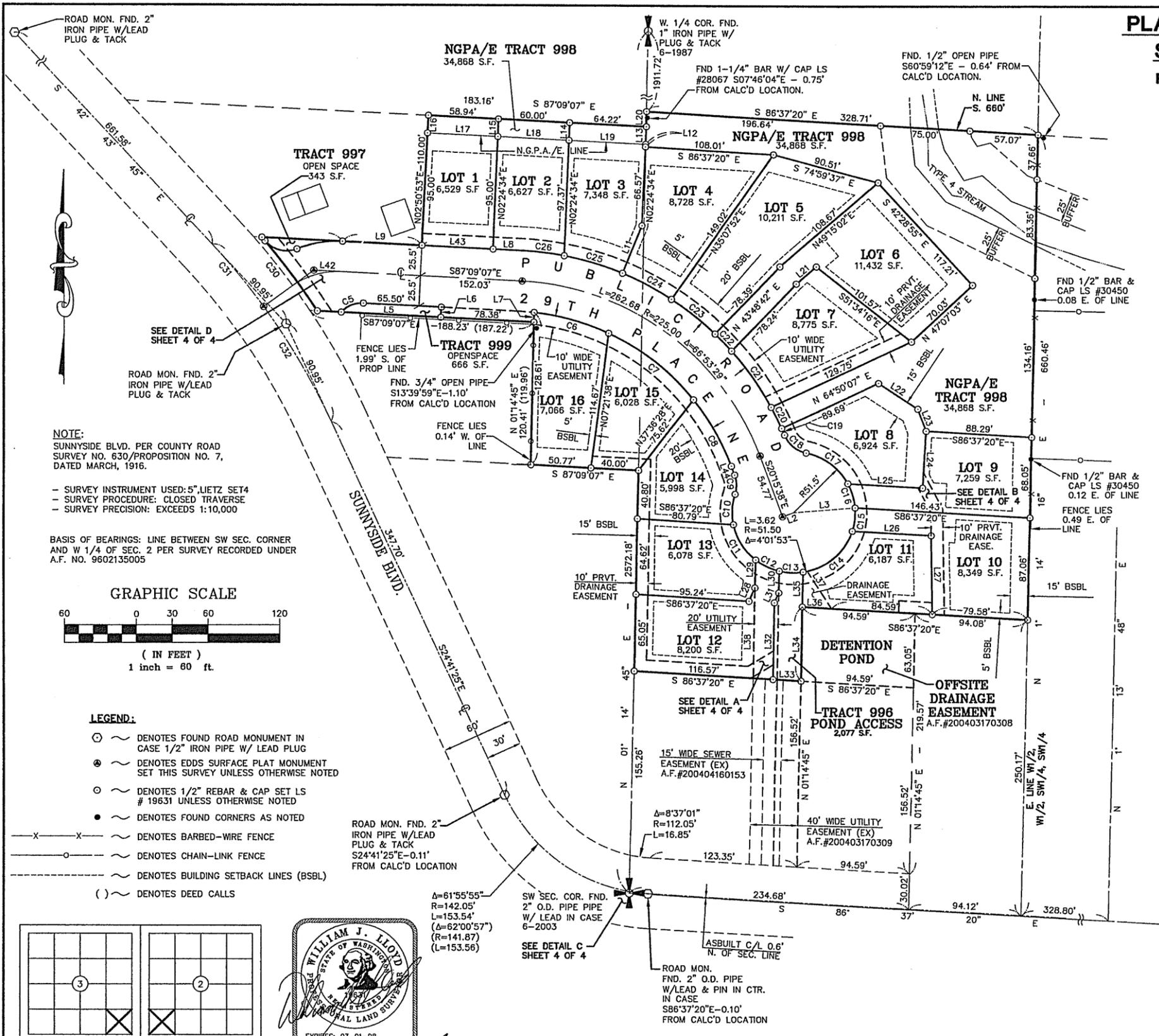


**PLAT OF THE ORCHARDS ON  
SUNNYSIDE BOULEVARD**

**PORT'N SW1/4, SW1/4 SEC.2 & SE1/4,  
SE1/4 SEC.3, TWP.29N, RGE.5E, W.M.**

LINE TABLE		
LINE	LENGTH	BEARING
L1	29.22	N54°05'45"E
L2	10.00	N69°44'22"E
L3	51.50	N85°21'26"E
L4	20.05	S87°09'07"E
L5	83.61	S87°09'07"E
L6	8.53	N02°50'53"E
L7	8.20	N01°14'45"E
L8	25.67	S87°09'07"E
L9	66.58	S87°09'07"E
L10	67.71	S87°09'07"E
L11	43.23	N22°24'30"E
L12	2.15	N02°24'34"E
L13	15.00	N02°24'34"E
L14	15.00	N02°24'34"E
L15	15.00	N02°24'34"E
L16	15.00	N02°50'53"E
L17	59.05	S87°09'07"E
L18	60.00	S87°09'07"E
L19	64.22	S87°09'07"E
L20	12.86	N01°14'45"E
L21	22.21	N49°15'02"E
L22	39.39	S56°39'53"E
L23	20.00	S20°21'19"E
L24	48.00	N03°22'40"E
L25	62.86	S86°37'20"E
L26	66.22	S86°37'20"E
L27	67.19	S00°53'24"E
L28	12.59	N23°44'45"E
L29	23.76	N01°14'45"E
L30	18.56	N01°14'45"E
L31	9.15	N23°44'45"E
L32	65.05	N01°14'45"E
L33	23.52	S86°37'20"E
L34	63.05	N01°14'45"E
L35	29.50	N01°14'45"E
L36	24.50	S86°37'20"E
L37	37.56	S32°38'56"E
L38	76.68	N01°11'27"E
L39	6.90	S87°09'07"E
L40	6.20	S87°09'07"E
L41	22.86	N54°05'45"E
L42	22.86	S87°09'07"E
L43	59.78	S87°09'07"E
L44	7.95	S20°15'38"E

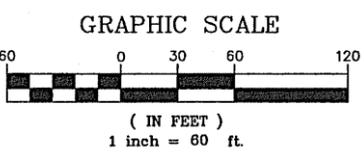
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	5.79	65.00	5°06'02"
C2	38.18	65.00	33°39'06"
C3	44.19	607.96	4°09'53"
C4	29.13	607.96	2°44'42"
C5	20.68	23.50	50°25'27"
C6	65.26	199.50	18°44'31"
C7	91.42	199.50	26°15'26"
C8	64.77	199.50	18°36'05"
C9	16.47	25.00	37°44'06"
C10	26.05	51.50	28°59'15"
C11	36.20	51.50	40°16'08"
C12	22.17	51.50	24°40'10"
C13	20.13	51.50	22°23'50"
C14	56.96	51.50	63°21'57"
C15	20.16	51.50	22°25'42"
C16	21.43	51.50	23°50'30"
C17	44.92	51.50	49°58'43"
C18	24.47	25.00	56°04'15"
C19	6.09	250.50	1°23'33"
C20	20.01	250.50	4°34'35"
C21	57.91	250.50	13°14'45"
C22	20.02	250.50	4°34'46"
C23	46.79	250.50	10°42'06"
C24	46.79	250.50	10°42'06"
C25	51.07	250.50	11°40'52"
C26	34.45	250.50	7°52'52"
C27	39.09	90.50	24°44'42"
C28	29.45	23.50	71°48'19"
C29	4.08	607.96	0°23'04"
C30	77.85	602.96	7°23'51"



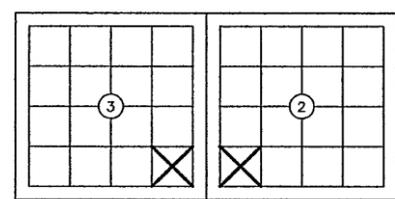
**NOTE:**  
SUNNYSIDE BLVD. PER COUNTY ROAD SURVEY NO. 630/PROPOSITION NO. 7, DATED MARCH, 1916.

- SURVEY INSTRUMENT USED: 5" LIETZ SET4  
- SURVEY PROCEDURE: CLOSED TRAVERSE  
- SURVEY PRECISION: EXCEEDS 1:10,000

BASIS OF BEARINGS: LINE BETWEEN SW SEC. CORNER AND W 1/4 OF SEC. 2 PER SURVEY RECORDED UNDER A.F. NO. 9602135005



- LEGEND:**
- ~ DENOTES FOUND ROAD MONUMENT IN CASE 1/2" IRON PIPE W/ LEAD PLUG
  - ~ DENOTES EDDS SURFACE PLAT MONUMENT SET THIS SURVEY UNLESS OTHERWISE NOTED
  - ~ DENOTES 1/2" REBAR & CAP SET LS # 19631 UNLESS OTHERWISE NOTED
  - ~ DENOTES FOUND CORNERS AS NOTED
  - X ~ DENOTES BARBED-WIRE FENCE
  - ~ DENOTES CHAIN-LINK FENCE
  - - - DENOTES BUILDING SETBACK LINES (BSBL)
  - ( ) ~ DENOTES DEED CALLS



**COUNTY CASE FILE:  
PFN #03 107034**

**AF#**

**PORT'N SW1/4, SW1/4 SEC.2 & SE1/4, SE1/4 SEC.3, TWP.29N, RGE.5E, W.M.**

**SHEET 3 OF 4**

I:\LNDPRJ\15333FP\DWG\15333FPL\F-PLAT.DWG

**CASCADE SURVEYING  
& ENGINEERING, INC.**



**Engineers Surveyors Planners**  
Item 19-17  
ARLINGTON, WA  
105 E. Division-PO Box 326 98223  
(360)435-5551  
FAX 435-4012

PORT'N SW1/4, SW1/4 S.2 & SE1/4, SE1/4 S.3, T.29N, R.5E, W.M.  
JOB# 15333 DRAWN BY: MVK FIELD BOOK # SN.728  
DATE: 4/16/2007 REVISED: 6/29/2007 CHECKED BY: WJL

