

**Marysville City Council Meeting**

**April 27, 2009**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

- A. Employee Service Awards. \*
- B. Proclamation – Declaring the Month of May “Big Read Month” and inviting the Community to Read *The Maltese Falcon* by Dashiell Hammett. \*

**Audience Participation**

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

- 1. Approval of April 6, 2009 City Council Work Session Minutes.
- 2. Approval of April 13, 2009 City Council Meeting Minutes.

**Consent**

- 3. Approval of April 1, 2009 Claims in the Amount of \$976,513.13; Paid by Check No.'s 54509 through 54670 with No Check No.'s Voided.
- 4. Approval of April 8, 2009 Claims in the Amount of \$661,647.91; Paid by Check No.'s 54671 through 54802 with No Check No.'s Voided.
- 5. Approval of April 15, 2009 Claims in the Amount of \$258,394.04; Paid by Check No.'s 54803 through 54975 with Check No. 50025 Voided.
- 6. Acceptance of the 88th Street Lift Station Panel Replacement Project, Marking the Initiation of the 45-Day Lien Filing Period for Project Closeout
- 7. Authorize the Mayor to Sign the Professional Services Agreement – Supplemental Agreement No. 1 between the City of Marysville and RH 2 Engineering, Inc. in the Amount of \$5,000.00.
- 8. Authorize the Mayor to Sign the Professional Services Agreement with Pipe Experts, LLC for the Trunk A Sewer Inspection Project in the Amount of \$289,756.00. \*

***\*These items have been added or revised from the materials previously distributed in the packets for the April 20, 2009 Work Session.***

## Marysville City Council Meeting

April 27, 2009

7:00 p.m.

City Hall

9. Authorize the Mayor to Sign the Washington State Department of Transportation SR 531, Cougar Creek Culvert Repair Property Acquisition and Temporary Construction Easement.
10. Authorize the Mayor to Sign the Washington SR 529 Bridge Property Acquisition and Temporary Construction Easements.

### Review Bids

### Public Hearings

### New Business

11. Recovery Contract (Sewer) for Duane Fashempour in the Amount of \$5,880.60.
12. Recovery Contract (Water) for Duane Fashempour in the Amount of \$26,018.52.
13. An **Ordinance** of the City of Marysville, Washington, Amending Chapter 19.43 of the Marysville Municipal Code by Amending Section 19.43.030, 19.43.040, 19.43.050, 19.43.060, 19.43.070, and 19.43.080, Relating to Wireless Communication Facilities and Including Exemptions from Land Use Review, Permit Required, Application Requirements, Siting Hierarchy, General Requirements, and Design Standards.

### Legal

### Mayor's Business

### Staff Business

### Call on Councilmembers

### 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 Tracy Jeffries, Assistant Administrative Services Director, 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 April 20, 2009 Work Session.*

**PROCLAMATION**

**DECLARING MONTH OF MAY “BIG READ MONTH” AND INVITING THE COMMUNITY TO READ “THE MALTESE FALCON” BY DASHIELL HAMMETT**

WHEREAS, the City of Marysville encourages citizens to develop and reinvigorate a love of reading and literature; and

WHEREAS, the National Endowment for the Arts reports *Reading at Risk* and *To Read or Not To Read* found that American adults and youth are spending less time reading, reading comprehension skills are eroding, and these declines are having serious civic, social, cultural and economic implications; and

WHEREAS, The Big Read literary initiative, under the auspices of the NEA, Arts Midwest and the Institute of Museum and Library Services, aims to address these issues nationwide by providing citizens with the opportunity to read and discuss a single book or poet within their communities

WHEREAS, the Marysville/Sno-Isle Regional Public Library has chosen the literary classic mystery novel, *The Maltese Falcon* by Dashiell Hammett ; and

WHEREAS, during the month of May, the Marysville Public Library, in cooperation with the City of Marysville, celebrates The Big Read Month with copies of *The Maltese Falcon* available for checkout at the library, with a film noir screening of “*The Maltese Falcon*” motion picture on Sunday, May 17, and a turn-back-the-clock celebration, Roaring Twenties Jazz Night and Dance on Saturday, May 30, the era during which the novel takes place;

NOW, THEREFORE I, DENNIS L. KENDALL, MAYOR OF THE CITY OF MARYSVILLE, do hereby proclaim the month of May 2009 as

**“BIG READ MONTH”**

in the City of Marysville, and urge all community members to read “*The Maltese Falcon*” by Dashiell Hammett, and celebrate the associated events planned during Big Read Month.

Under my hand and seal this twenty-seventh day of April, 2009.

THE CITY OF MARYSVILLE

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MAYOR



**Work Session**  
*April 6, 2009*

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

Mayor Dennis Kendall called the April 6, 2009 work session of the Marysville City Council to order at 7:02 p.m. at Marysville City Hall and 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:** Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, and Councilmember Jeff Vaughan

**Absent:** Councilmember Donna Wright

**Also Present:** Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, City Attorney Cheryl Beyer, Chief of Police Rick Smith, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Court Administrator Suzanne Elsner and Recording Secretary Laurie Hugdahl.

**Committee Reports**

Jeff Seibert reported on the March 25 Finance Committee meeting where the following items were discussed:

- The Clerk's office is still converting files to the new system
- Sales tax rate is going to 8.6% countywide
- Revenue is down 5%
- Property purchase bond issues – RFP is at the underwriters
- Discount prescriptions are available to be advertised. People can sign up online.
- Financial assistance for people who are having trouble with housing.
- Utility Billing GIS of foreclosures and shutoffs update. Shutoffs for 2008 – 2,670; 2009 – 656 to date.

John Soriano reported that the LEOFF 1 Board met on March 25 and reviewed and approved 4 claims.

John Soriano also reported on the Public Safety Committee Meeting where the following topics were discussed:

- 8 police officers are trained in evidence and person tracking. This is an extreme form of tracking, which uses thermal imaging equipment. At a recent international tracking competition the team fared well.
- With the pending annexation, the dept feels it needs to cut back on some of the training costs. Some of the normally offered training may not be offered. More in-house training will be done which may be offered to neighboring agencies. Recertification types of training will be maintained.
- On April 15, the department will be meeting with people from the stores at Lakewood Crossing to discuss their policing efforts in the area and to get to know the store management and employees.
- Lt. Jeff Goldman has been meeting with the MaryFest committee. Interested in having a representative from MaryFest in the Command Post this year which they believe would be a real asset to their efforts during the festival
- Some taggers from the area have been identified because they boasted of their work on Facebook.

## **Presentations**

### **A. Snohomish County Lodging Industry Regarding the Enactment of a Tourism Promotion Area.**

Andy Tift, General Manager of the Holiday Inn Express Marysville, gave a PowerPoint presentation regarding the creation of a Tourism Promotion Area (TPA) including the following:

- Process and criteria for creating a TPA
- Advisory Board
- Approved Uses
- Grant Application process
- Dissolution
- Next Steps - County Council Resolution to adopt a TPA in mid 2009, public hearing and interlocal agreement later in 2009

### **B. Snohomish County Tourism Bureau Annual Report.**

Amy Spain gave a PowerPoint presentation regarding the Snohomish County Tourism Bureau Annual Report:

- Economic Impact of Tourism in Snohomish County
- Tourism Works for Snohomish County - visitor spending in Snohomish County is \$881.7 million per year; up 7.1% from 2007

- Brief Overview of 2008 - tourism grew, 9,512 requests for information; over 300,000 visits to the website; visitors o visitor centers increased over 4% over 2007; off season program bookings were up 114% as compared with 2007; hotel occupancy levels were down, but the ADR was up; hotel motel tax collections down slightly
- Convention and Group Tour Sales and Service Update
- Snohomish County Sports Commission
- Tourism Development
- Web Trends - 2006 to 2008 comparisons
- Public Relations and Media
- Visitor Services
- Community Relations
- Forecasts

Mary Swenson asked how closely they work with the Tulalip Resort. Ms. Spain responded that they are included in our materials and invited to participate with us.

### **Discussion Items**

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

1. Approval of March 2, 2009 City Council Work Session Minutes.
2. Approval of March 23, 2009 City Council Meeting.

### **Consent**

3. Approval of March 11, 2009 Claims in the Amount of \$484,732.85; Paid by Check No.'s 53966 through Check No.'s 54148 with No Check No.'s Voided.
4. Approval of March 18, 2009 Claims in the Amount of \$269,566.42; Paid by Check No.'s 54149 through Check No.'s 54315 with Check No.'s 50543, 51725 and 54112 Voided.
5. Approval of March 25, 2009 Claims in the Amount of \$1,283,046.65; Paid by Check No.'s 54316 through Check No.'s 54508 with Check No. 54177 Voided.
6. Approval of March 20, 2009 Payroll in the Amount of \$882,751.07; Paid by Check No.'s 21092 through 21150.

### **Review Bids**

7. Award the 2009 Watermain Renewals and Replacements for the Parkside Manor and 47<sup>th</sup> Avenue and Parkside Manor Overlay Project.

Kevin Nielsen reviewed the engineer's estimate and the bids. Archer Construction was the apparent low bidder with a great price. More information will be in next week's packet.

## **Public Hearings**

### **New Business**

8. Acceptance of the Edward Springs Booster Pump Station Piping Modification Project to Start the 45-Day Lien Filing Period for Project Closeout.

Kevin Nielsen explained that this is all complete and ready for acceptance.

9. Purchase Order #F5958 / Purchase Order Addendum in the Amount of \$48,067.24 with Brim Tractor Company for the Purchase and Installation of a Replacement Mower for a New Holland Tractor #253.

Carmen Rasmussen asked if the sales tax is still a current amount. Kevin Nielsen indicated he could check on that.

10. A **Resolution** of the City of Marysville Declaring 5 E-Z Go TXT Gasoline Golf Carts to be Surplus and Authorizing the Sale or Disposal Thereof.

Mayor Kendall reviewed the items to be surplus.

11. Facility Use Agreement between the City of Marysville and AllianceOne, Inc.

Suzanne Elsner reviewed the importance of AllianceOne to the City of Marysville and discussed the Agreement.

## **Legal**

12. Lease Agreement between City of Marysville and Boys and Girls Club.

Moved to Executive Session

## **Mayor's Business**

### **None**

## **Staff Business**

Chief Smith stated that it was a quiet week.

Kevin Nielsen distributed and discussed a conceptual plan for channelization on 67<sup>th</sup>. Jeff Seibert asked why there was a left-turn lane when there are only a few homes to turn into. Kevin Nielsen indicated they could do turn pockets and paint a median, but it

would use more paint. When more funding is available they would like to install a median. He pointed out that for an arterial like this parking on the sides is not a good idea. Carmen Rasmussen recommended providing suggestions for alternate parking for people prior to this. Director Nielsen concurred. Jeff Vaughan asked about filling in the sidewalks that are missing. Kevin Nielsen indicated they are working on that issue.

Kevin Nielsen distributed and discussed a conceptual plan for channelization on Cedar Avenue. There was discussion about the expected results of these changes and the details of the plan. Director Nielsen commented that this should make it much safer. There was consensus to keep the parking as it is.

Sandy Langdon:

- Auditors scheduled to come in May 4 for 6 weeks.
- The bond issue for park property has a sale date of Thursday, April 23 at 5:45 p.m. They will need a special council meeting to approve that sale.
- She reminded council members to file their public disclosure.

Mary Swenson commented that Gloria Hirashima is in Italy. She will advise everyone when she hears from her.

Cheryl Beyer had no comments.

Mayor Kendall announced the Easter Egg Hunt on Saturday.

### **Call on Councilmembers**

Carmen Rasmussen had no comments.

Jeff Vaughan had no comments.

Jon Nehring had no comments.

John Soriano had no comments.

Lee Phillips had no comments.

Jeff Seibert attended a ribbon cutting at Bajio Mexican Grill. He commented that the lane configuration going in there has been changed and it seems to be working well.

Council recessed from 8:20 to 8:30 and immediately entered Executive Session for 10 minutes to discuss one real estate matter with no action expected.

### **Executive Session**

A. Litigation

B. Personnel

C. Real Estate – one item pursuant to RCW 42.30.110 (1) (b)

**Adjournment**

Seeing no further business Mayor Kendall adjourned the meeting at 8:40 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Presentations</b>	
<b>Approval of Minutes</b>	
Approval of March 2, 2009 City Council Work Session Minutes.	Approved
Approval of April 23, 2009 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of March 11, 2009 Claims in the Amount of \$484,732.85; Paid by Check No.'s 53966 through Check No.'s 54148 with No Check No.'s Voided.	Approved
Approval of March 18, 2009 Claims in the Amount of \$269,566.42; Paid by Check No.'s 54149 through Check No.'s 54315 with Check No.'s 50543, 51725 and 54112 Voided.	Approved
Approval of March 25, 2009 Claims in the Amount of \$1,283,046.65; Paid by Check No.'s 54316 through Check No.'s 54508 with Check No. 54177 Voided.	Approved
Approval of March 20, 2009 Payroll in the Amount of \$882,751.07; Paid by Check No.'s 21092 through 21150.	Approved
Approval of April 3, 2009 Payroll in the Amount of \$1,336,358.24; Paid by Check No.'s 21151 through 21213.	Approved
Acceptance of the Edward Springs Booster Pump Station Piping Modification Project to Start the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to Sign the Purchase Order #F5958 / Purchase Order Addendum in the Amount of \$48,067.24 with Brim Tractor Company for the Purchase and Installation of a Replacement Mower for a New Holland Tractor #253.	Approved
Authorize the Mayor to Sign the Facility Use Agreement between the City of Marysville and AllianceOne, Inc.	Approved
<b>Review Bids</b>	
Award the 2009 Watermain Renewals and Replacements: 47th Avenue Project to Archer Construction, Inc. in the Amount of \$279,276.83 including Washington State Sales Tax and Approve a Management Reserve of \$28,000 for a Total Allocation of \$307,276.83.	Approved
<b>Public Hearings</b>	
<b>New Business</b>	
Adopt a Resolution of the City of Marysville Declaring 5 E-Z Go TXT Gasoline Golf Carts to be Surplus and Authorizing the Sale or Disposal Thereof.	Approved Res. No. 2259
<b>Legal</b>	
Approve Lease Agreement between City of Marysville and Boys and Girls Club.	Approved
Approve Interlocal Agreement with Skagit Valley College.	Approved
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	

<b>Adjournment</b>	7:50 p.m.
<b>Executive Session</b>	7:59
<b>Litigation – 2 pending litigation matters, RCW 42.30.110 (1)(i)</b>	
<b>Real Estate – 1 matter, RCW 42.30.110 (1)(b)</b>	
Authorize the Mayor to sign the Professional Service Agreement as discussed in executive session.	Approved
<b>Adjournment</b>	8:12



**Regular Meeting**

April 13, 2009

**Call to Order / Pledge of Allegiance**

Mayor Kendall called the April 13, 2009 meeting of the Marysville City Council to order at 7:02 p.m. at Marysville City Hall. Mayor Kendall led those present in the Pledge of Allegiance.

**Roll Call**

Finance Director Sandy Langdon gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Dennis Kendall

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

**Also Present:** Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Commander Rob Lamoureux, Parks and Recreation Director Jim Ballew, Community Information Officer Doug Buell, Public Works Director Kevin Nielsen, Assistant Human Resources Director Kristie Guy, Denise Gritton and City Clerk Tracy Jeffries

**Committee Reports**

Councilmember Jeff Vaughan stated that the Graffiti Task Force met on April 9<sup>th</sup> where they received an update on the incidence of graffiti and enforcement activities which have resulted in an overall decrease in graffiti. They also had a lengthy discussion about ideas to work with youth in the community to get them more involved in positive activities.

**Presentations**

Mayor Kendall recognized Denise Gritton as the *Employee of the Month* for the month of April and commended her accomplishments and contributions to the City.

**Audience Participation - None**

## Approval of Minutes

1. Approval of March 2, 2009 City Council Work Session Minutes.

**Motion** made by Councilmember Nehring, seconded by Councilmember Seibert, to approve the minutes as presented. **Motion** passed unanimously (7-0).

2. Approval of March 23, 2009 City Council Meeting.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve the minutes as presented. **Motion** passed unanimously (7-0).

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to excuse Councilmember Donna Wright from the April 6 2009 City Council Work Session. **Motion** passed unanimously (7-0).

## Consent Agenda

3. Approval of March 11, 2009 Claims in the Amount of \$484,732.85; Paid by Check No.'s 53966 through Check No.'s 54148 with No Check No.'s Voided.
4. Approval of March 18, 2009 Claims in the Amount of \$269,566.42; Paid by Check No.'s 54149 through Check No.'s 54315 with Check No.'s 50543, 51725 and 54112 Voided.
5. Approval of March 25, 2009 Claims in the Amount of \$1,283,046.65; Paid by Check No.'s 54316 through Check No.'s 54508 with Check No. 54177 Voided.
6. Approval of March 20, 2009 Payroll in the Amount of \$882,751.07; Paid by Check No.'s 21092 through 21150.
13. Approval of April 3, 2009 Payroll in the Amount of \$1,336,358.24; Paid by Check No.'s 21151 through 21213.
8. Acceptance of the Edward Springs Booster Pump Station Piping Modification Project to Start the 45-Day Lien Filing Period for Project Closeout.
9. Authorize the Mayor to Sign the Purchase Order #F5958 / Purchase Order Addendum in the Amount of \$48,067.24 with Brim Tractor Company for the Purchase and Installation of a Replacement Mower for a New Holland Tractor #253.
11. Authorize the Mayor to Sign the Facility Use Agreement between the City of Marysville and AllianceOne, Inc.

**Motion** made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve Consent Agenda items 3, 4, 5, 6, 13, 8, 9 and 11. **Motion** passed unanimously (7-0).

## Review Bids

7. Award the 2009 Watermain Renewals and Replacements: 47<sup>th</sup> Avenue Project to Archer Construction, Inc. in the Amount of \$279,276.83 including Washington State Sales Tax and Approve a Management Reserve of \$28,000 for a Total Allocation of \$307,276.83.

Kevin Nielsen discussed the cost of the project. They are working hard to find funding to overlay all of 47<sup>th</sup> in the future.

**Motion** made by Councilmember Nehring, seconded by Councilmember Rasmussen, to authorize the Mayor to Award the 2009 Watermain Renewals and Replacements: 47<sup>th</sup> Avenue Project to Archer Construction, Inc. in the Amount of \$279,276.83 including Washington State Sales Tax and Approve a Management Reserve of \$28,000 for a Total Allocation of \$307,276.83. **Motion** passed unanimously (7-0).

## New Business

10. A **Resolution** of the City of Marysville Declaring 5 E-Z Go TXT Gasoline Golf Carts to be Surplus and Authorizing the Sale or Disposal Thereof.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Resolution No. 2259. **Motion** passed unanimously (7-0).

## Legal

12. Lease Agreement between City of Marysville and Boys and Girls Club.

Grant Weed stated that the monthly rent is \$500. This may or may not be market rent, but because the Boys and Girls Club is a non-profit entity and they provide direct benefit to the City and the citizens of Marysville, the City is able to allow the lease under market rent.

Councilmember Rasmussen asked about the correct address. Grant Weed said he believed the correct address is 1010, but noted that they would verify this.

**Motion** made by Councilmember Nehring, seconded by Councilmember Seibert, to authorize the Mayor to sign the Lease Agreement between City of Marysville Boys and Girls Club. **Motion** passed unanimously (7-0).

### 13. Interlocal Agreement with Skagit Valley College

Assistant Human Resources Director Kristie Guy discussed the importance of this agreement, which will provide CDL training for 11 of the City's employees who are required to have it.

**Motion** made by Councilmember Seibert, seconded by Councilmember Soriano, to authorize the Mayor to sign the Interlocal Agreement with Skagit Valley College. **Motion** passed unanimously (7-0).

### Mayor's Business

Mayor Kendall gave a report on the Easter Egg Hunt held over the weekend. 829 pounds of food were collected. He thanked the many supporters of the event.

### Staff Business

Rob Lamoureux:

- Welcomed Gloria Hirashima back.
- Thanked Denise Gritton for all the help she provides the police department in addition to her other responsibilities.
- Announced that Tip-a-Cop will be happening at Red Robin on April 18<sup>th</sup> from 11 a.m. to 7 p.m. This event will benefit Special Olympics.
- On April 15 the command staff will be meeting with the Lakewood Crossing businesses to discuss crime activity in that area. The police plan to meet with other business owners throughout the city.

Jim Ballew:

- Thanked Grandview Village and the parks staff for their part in the Easter Egg Hunt.
- Reported that the pavilion wall had been tagged with graffiti.
- Delivered the sad news that Evelyn Anderson passed away this weekend.

Kevin Nielsen:

- Reported that patches on 47<sup>th</sup> Street are not permanent.
- Thanked Community Development for assisting with the Verizon inspection.

Gloria Hirashima:

- Commented that Italy also struggles with the graffiti issue.
- Gave an update on the upcoming annexation. They are close to getting an Interlocal agreement with the County. A joint hearing may be held in June.

Doug Buell:

- A free shredding event will be held next Saturday from 9 a.m. to 1 p.m. at E & E Lumber.

- News releases regarding the 10<sup>th</sup> Street School and Boys and Girls Club went out today.
- Free swims at the YMCA and high school will continue.
- Marysville Little League re-dedication event will be held this Saturday at the ball field.
- A news release on the hotel/motel tax fund application process also went out.

Sandy Langdon:

- Foreclosure and utility shut-off map given to Council to view.
- Stated that there is not much on the agenda for the finance committee meeting this Wednesday. It was agreed to cancel the meeting until May

Grant Weed stated the need for a short executive session pertaining to two pending litigation matters with no action expected and one real estate matter with possible action. He expected the meeting to last 15 minutes.

### **Call on Councilmembers**

Jeff Vaughan discussed a business owner's concerns about vandalism, burglary, shoplifting, etc. He wondered if the City had a curfew. Grant Weed explained that the City used to have a curfew, but it was repealed in 2000 as a result of some case decisional law that ruled curfew ordinances unconstitutional. Councilmember Vaughan suggested that the police department communicate with this business.

Donna Wright had no comments.

Jon Nehring:

- Commented that it is very nice to have a Boys and Girls Club here.
- Requested an update on Strawberry Fields. Jim Ballew reported that they are waiting for the grass to grow in the ditch areas. As soon as it warms up, the grass should grow and they will be ready to open. The drainage is working perfectly.

John Soriano:

- Thanked the Parks Department for putting on the Easter Egg Hunt. He was impressed with how enthusiastic the high school volunteers were.
- Asked if there has been an update on attendance at the AWC Conference in Spokane. Mayor Kendall reported that would be coming later.

Lee Phillips:

- Reported that the Easter Egg Hunt went well.
- Expressed concern that there is not a caution sign for motorcycles going north on 136<sup>th</sup>.
- Discussed a call he had with a citizen who was concerned about the breaching of the dykes.
- Reported that the soccer field is completely flooded and is a problem the City will have to deal with after annexation.

- Discussed a situation at a secluded area near I-5 and 88<sup>th</sup>
- Noted that the alley behind Safeway Plaza is a big target for graffiti.
- Asked about code enforcement in trailer parks.

Carmen Rasmussen:

- Was glad to see Gloria Hirashima back safely.
- Congratulated Denise Gritton and the entire Finance Department staff for the excellent work they do.
- Thanked staff for the information about shut-offs and foreclosures.

Jeff Seibert:

- Congratulated Denise Gritton.
- Welcomed Gloria Hirashima back.
- Noted that even though there is not a curfew ordinance, the police are being proactive by making contact with youth who are out at night.

Mayor Kendall recessed the meeting at 7:50 p.m. until 7:59 p.m. before reconvening into Executive Session to discuss two pending litigation items with no action expected and one real estate matter with action expected. Executive Session was expected to last 15 minutes.

### **Executive Session**

- A. Litigation – 2 pending litigation matters, RCW 42.30.110 (1)(i)
- B. Personnel
- C. Real Estate – 1 matter, RCW 42.30.110 (1)(b)

At 8:12 p.m. Mayor Kendall called the meeting back to order. City Clerk checked hallway for public and opened door.

**Motion** made by Councilmember Seibert, seconded by Councilmember Nehring, to authorize the Mayor to sign the Professional Service Agreement as discussed in executive session. **Motion** passed unanimously (7-0).

### **Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:12 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 27, 2009**

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 <b>April 1, 2009</b> claims in the amount of <b>\$976,513.13</b> paid by Check No.'s <b>54509 through 54670</b> with <b>no Check No.'s voided</b> .
COUNCIL ACTION:

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 3/26/2009 TO 4/1/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54509	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00100010.541010.	935.65
	ADVANTAGE BUILDING SERVICES		00101250.541010.	1,036.46
	ADVANTAGE BUILDING SERVICES		00103530.541010.	1,114.17
	ADVANTAGE BUILDING SERVICES		00105250.541000.	115.32
	ADVANTAGE BUILDING SERVICES		00105250.541000.	556.64
	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING @ KBSCC	00105250.545000.	108.00
	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00105380.541000.	246.14
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		00105380.541000.	327.54
	ADVANTAGE BUILDING SERVICES		40141580.541000.	72.16
	ADVANTAGE BUILDING SERVICES		40142480.541000.	78.88
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.04
	ADVANTAGE BUILDING SERVICES		40142480.541000.	260.43
	ADVANTAGE BUILDING SERVICES		40143410.541000.	498.20
	ADVANTAGE BUILDING SERVICES		40143410.541000.	978.88
	ADVANTAGE BUILDING SERVICES		40143780.541000.	467.88
54510	ALBERTSONS FOOD CENTER #471	INMATE SUPPLIES	00103960.541000.	280.69
54511	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	40140780.541000.	860.00
54512	AWWA NW SUBSECTION	MEMBERSHIP RENEWAL FEES	40143410.549000.	190.00
54513	AMSAN SEATTLE	BLEACH,WYPALL WIPES	501.141100.	144.75
54514	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	12.38
	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	17.00
	ARAMARK UNIFORM SERVICES		40143780.549000.	32.63
	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	24.85
	ARAMARK UNIFORM SERVICES		42047165.526000.	24.85
54515	ARMOR HOLDINGS FORENSICS	ALTERNATE LIGHT SOURCE TRAJECT	103.231700.	-37.48
	ARMOR HOLDINGS FORENSICS		10308521.535000.0908	478.43
54516	ASHLEYS ADULT FAMILY HOME	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
54517	ASSOCIATED BAG COMPANY	CLEANING SUPPLIES	001.231700.	-9.50
	ASSOCIATED BAG COMPANY		00103960.531000.	121.23
54518	BAMBREW ESPRESSO, INC	EMP APPRECIATION DAY	00100310.549010.	125.00
54519	BANK OF AMERICA	MEETING REIMBURSEMENT	00100110.549000.	51.92
54520	BEN MEADOWS	TEST TUBES	401.231700.	-5.45
	BEN MEADOWS	RETURN TEST TUBES	401.231700.	4.30
	BEN MEADOWS		40145040.553100.	-54.90
	BEN MEADOWS	TEST TUBES	40145040.553100.	69.52
54521	BENGSTON, DON	UB 212690000000 4911 122ND PL	401.122110.	54.46
54522	OWEN EQUIPMENT COMPANY	DIAMOND TAP CUTTER	40142080.535000.	2,173.00
54523	BOB BARKER COMPANY INC	INMATE SUPPLIES	00103960.531000.	328.07
54524	SHANDRA BRAND	REFUND DEPOSIT FOR RENTAL	001.239100.	21.00
	SHANDRA BRAND		001.239100.	37.00
54525	CHRIS BROWN	REIMBURSE TRAVEL EXPENSE	50300090.543000.	103.20
54526	BUSINESS & LEGAL REPORTS INC	OSHA BLOODBORNE PATHOGENS	001.231700.	-6.41
	BUSINESS & LEGAL REPORTS INC		00100310.549000.	81.82
54527	CANINE BEHAVIOR CENTER INC	INSTRUCTOR SERVICES	00105120.541020.	297.00
54528	CARA MIAS SWEETIES TREATIES LLC	EMP APPRECIATION DAY	00100310.549010.	446.31
54529	CARR'S ACE HARDWARE	MISC SUPPLIES,SIGN MAINT PARTS	10111864.531000.	105.28
	CARR'S ACE HARDWARE	HAMMER,MISC SMALL PARTS	40140580.531000.	43.78
	CARR'S ACE HARDWARE	HOSE,HOSE NOZZLES,UTIL KNIFE	40142480.531000.	135.87
	CARR'S ACE HARDWARE	AMMONIA	40142480.531330.	10.83
	CARR'S ACE HARDWARE	PADLOCKS	501.141100.	292.62
54530	CASCADE NATURAL GAS	NATURAL GAS SERVICE @ STILLY	40141580.547000.	3,431.10
54531	CEMEX	REFUND INV WAS INCORRECT	10110130.531000.	-382.82
	CEMEX	ASPHALT	10110130.531000.	767.17
	CEMEX		30500030.563000.R0903	382.82
54532	CERTIFIED LABORATORIES DIVISION	GEAR OIL	42047165.548000.	209.27
54533	CLEAR CHANNEL OUTDOOR, INC	LEASE REFUND-LEASE TERMINATED	101.237050.	3.21

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54533	CLEAR CHANNEL OUTDOOR, INC	LEASE REFUND-LEASE TERMINATED	10116362.325000.	25.00
54534	CLICK2MAIL	POSTAGE FOR 300 MAILINGS	00102020.542000.	528.16
54535	CNR, INC	REPLACEMENT PHONES	40142480.547000.	160.58
	CNR, INC		40220594.563000.W0807	160.58
	CNR, INC		50300090.535000.	160.58
54536	CODE 4 PUBLIC SAFETY EDUCATION ASSOC	FIREARMS TRAINING-WADE, W	00103740.549100.	99.00
54537	CODE PUBLISHING INC	MUNICIPAL ELEC CODE UPDATE	00101130.549000.	226.72
	CODE PUBLISHING INC		00101130.549000.	358.61
54538	COLUMBIA PAINT & COATINGS	DROP CLOTH,PAINT BUCKET	00101250.531000.	119.79
54539	COMMERCIAL FIRE PROTECTION	FIRE EXT SRVC AND RETAG	501.141100.	104.25
	COMMERCIAL FIRE PROTECTION	HYDOR TESTING,RECHARGING,SRVC	501.141100.	134.86
54540	COMPMANAGEMENT INC	2009 AWC SERVICE FEE	00100310.541000.	21,783.91
54541	CO-OP SUPPLY	PEAT MOSS, FERTILIZER	00105380.531000.	140.75
	CO-OP SUPPLY	RATCHET TIE DOWNS	10111230.549000.	43.38
54542	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,235.55
	WA DEPT OF CORRECTIONS		00103960.531250.	1,356.10
54543	WASHINGTON STATE CRIMINAL JUSTICE	FTO REGISTRATION	00103222.549100.	60.00
	WASHINGTON STATE CRIMINAL JUSTICE		00104190.549100.	120.00
54544	CROP PRODUCTION SERVICES, INC	FERTILIZER	42047165.531900.	525.00
54545	CUES	CCTV PARTS	40145040.548000.	1,828.21
54546	CUZ CONCRETE PRODUCTS	CONCRETE BRICKS	10110361.531000.	335.92
54547	DAINARD, SHERI	UB 201220000002 13311 50TH AVE	401.122110.	51.20
54548	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00105250.531000.	8.50
54549	ARLINE DEPALMA	INSTRUCTOR SERVICES	00105250.541020.	224.00
54550	DICKS TOWING INC	TOWING EXPENSE-MPD09-1442	00103222.541000.	43.40
	DICKS TOWING INC	TOWING EXPENSE-MPD09-1555	00103222.541000.	43.40
	DICKS TOWING INC	TOWING EXPENSE-MPD09-1612	00103222.541000.	43.40
	DICKS TOWING INC		00103222.541000.	43.40
	DICKS TOWING INC	TOWING EXPENSE-MPD09-1614	00103222.541000.	43.40
54551	DMH INDUSTRIAL ELECTRIC INC	MOTOR ANTAC GENERATOR	40142480.548000.	1,408.01
	DMH INDUSTRIAL ELECTRIC INC	(2) AERATOR MOTORS	40142480.548000.	2,120.81
54552	DUNLAP INDUSTRIAL	SAW BLADE KIT,COMBO TOOL KIT	50200050.535000.	520.14
54553	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	30.20
	E&E LUMBER INC	FASTENERS	00105380.531000.	7.92
	E&E LUMBER INC	SPRAY PAINT	00105380.531000.	16.24
	E&E LUMBER INC	WALLBASE	00105380.531000.	20.39
	E&E LUMBER INC	PAINT TRAYS,ROLLER COVERS	00105380.531000.	24.74
	E&E LUMBER INC	MOP,FLOOR SHINE,WAX GSKT,BOLT	00105380.531000.	26.64
	E&E LUMBER INC	DRILL BITS	00105380.531000.	49.89
	E&E LUMBER INC	HOSE	00105380.531000.	70.51
	E&E LUMBER INC	1/2" 4 X 8 CDX	00105580.531000.	12.79
	E&E LUMBER INC	BOARDS FOR CONCRETE FORMING	10110361.531000.	36.46
	E&E LUMBER INC	REDI MIX CONCRETE	40141380.549200.M0931	89.62
	E&E LUMBER INC	SCREWS,GLUE	50200050.531000.	15.56
	E&E LUMBER INC	AIR HOSE,SAW BLADES	50200050.531000.	127.34
54554	SUZANNE ELSNER	REIMBURSE TRAVEL EXPENSE	00100050.543000.	600.61
54555	EMERALD HILLS COFFEE SERVICE	COFFEE,DECAF,CREAMER,FILTERS	10605250.549000.	113.04
54556	EVERETT CARBONIC	CARBON DIOXIDE	401.141400.	21.72
	EVERETT CARBONIC		401.141400.	79.01
54557	CITY OF EVERETT	LAB ANALYSIS	40140780.541000.	32.40
	CITY OF EVERETT		40142480.541000.	1,025.10
54558	JOHN FAULKNER	LEOFF I REIMBURSEMENT	00103010.541100.	352.33
54559	JOSEPH FINLEY	REIMBURSE TRAVEL EXPENSE	50300090.543000.	196.35
54560	JANET FOLEY	INSTRUCTOR SERVICES	00105120.541020.	252.00
54561	ELIZABETH FRASER-CULLEN	PRO TEM SERVICES	00100050.541000.	185.00
	ELIZABETH FRASER-CULLEN		00100050.541000.	740.00
54562	FRED MEYER	SHOES-KING,T	10111230.526000.	65.09

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54562	FRED MEYER	JEANS-KINNEY, P	40143410.526300.	105.79
54563	CRAIG A. FULLERTON	PARK PROPERTY CONSULTING	00100011.541000.	340.00
	CRAIG A. FULLERTON	CONSULTING	00105380.541000.	275.00
54564	GENERAL CHEMICAL CORP	ALUM SULFATE	40142480.531320.	4,228.96
	GENERAL CHEMICAL CORP	ALUM SULFATE LIQ	40142480.531320.	4,231.40
54565	GOVERNMENT FINANCE OFFICERS ASSOC	GFOA ANNUAL CONF-OLSON, A	40143410.549020.	545.00
54566	GOBLE SAMPSON ASSOCIATES INC.	TUBING	40140180.531000.	449.13
54567	GRAYBAR ELECTRIC CO INC	UPS MAINT SUPPLIES	10111864.535000.	39.95
	GRAYBAR ELECTRIC CO INC	TERMINAL BLOCKS	40142480.548000.	27.74
54568	GREENSHIELDS INDUSTRIAL SUPPLY	ADAPTER,BALL VALVE,COUPLERS	00105380.531000.	30.80
54569	ANDREA HARTLAND KINGSFORD	REIMBURSE ASAP SUPPLIES	00105120.531070.	34.95
54570	HASLER, INC	POSTAGE LEASE PAYMENT-POLICE	00104190.545000.	219.60
54571	HD FOWLER COMPANY	RETURN FRAME & GRATE	10110240.531000.	-79.55
	HD FOWLER COMPANY	RESETTERS	401.141400.	254.38
	HD FOWLER COMPANY	METER GASKETS,RESETTERS	401.141400.	1,367.38
	HD FOWLER COMPANY	LIQUID GAUGES	40140480.531000.	320.43
	HD FOWLER COMPANY	3/4" PCV PIPE	40140980.531000.	173.60
	HD FOWLER COMPANY	FULL FACE GASKET,BOLT KIT,TEE	40141380.549200.M0931	892.30
	HD FOWLER COMPANY	1" BALL VALVE	40142480.548000.	11.25
54572	HDR ENGINEERING, INC.	PAY ESTIMATE # 10	40143410.541000.W0620	8,844.29
54573	HEALTHFORCE PARTNERS, INC	(3) DOT PHYSICAL EXAM	40143410.541000.	54.00
	HEALTHFORCE PARTNERS, INC		50100065.541000.	108.00
54574	HERTZ EQUIPMENT RENTAL	JET ATTACHMENT	00105380.531000.	85.72
54575	HOME DEPOT CREDIT SVCS	MISC OFFICE SUPPLIES	50300090.531000.	14.82
54576	HOSKINS, MARK & DAWN	UB 846711840000 6711 84TH DR N	401.122110.	45.78
54577	IRON MOUNTAIN QUARRY LLC	1 1/4 MINUS	10110130.531000.	118.22
	IRON MOUNTAIN QUARRY LLC		10110130.531000.	564.81
	IRON MOUNTAIN QUARRY LLC	3/4 MINUS, 1 1/4 MINUS	10110130.531000.	718.52
	IRON MOUNTAIN QUARRY LLC		10110130.531000.	739.07
	IRON MOUNTAIN QUARRY LLC	1 1/4 MINUS	40140480.531000.	118.22
54578	LORRAINE JEFFERSON	ENTERTAINMENT MARCH POTLUCK	00105250.531050.	75.00
54579	GARY D. JENSEN	REFUND TAXI LICENSE FEES	00100321.319000.	40.00
54580	JET PLUMBING	REPAIR HOT WATER TANK LEAK	00100010.548000.	143.82
	JET PLUMBING	INSTALL 3" DRAINLINE	00105380.548000.	813.75
54581	JOURNEY LINES INC.	ROUND TRIP BUS SERVICE 3/19/09	00105250.531051.	730.00
54582	JUDD & BLACK	WASHER	40143780.535000.	436.17
54583	DENNIS KENDALL	REIMBURSE TRAVEL EXPENSE	00100110.543000.	1,910.15
54584	LANCER LTD	EMP APPRECIATION PADFOLIOS	00100310.549010.	601.35
54585	LANE & ASSOCIATES, INC.	CLOSING OUT UNDI FILE	00100020.541000.	1,205.50
54586	LASTING IMPRESSIONS INC	STAFF UNIFORMS	42047165.526000.	52.08
54587	LEAGUE OF OREGON CITIES	REGISTRATION 09 CONF-LARSON, L	40143410.549020.	280.00
54588	LIBERTY ELEMENTARY SCHOOL	HEALTHY COMM LIFE STYLES GRANT	00105090.531000.0811	500.00
54589	DEPT OF LICENSING	ABOUD, MOUSSA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	FULLEN, DENNIS (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	HAGER, MARCEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	RICE, RONALD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	TOLLE, MARC (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	KINDER, GENE (ORIGINAL)	001.237020.	21.00
	DEPT OF LICENSING	PUGMIRE, JOSEPH (LT RENEWAL)	001.237020.	21.00
54590	HEATHER M. LOUCKS	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
54591	LOWES HIW INC	CORMER BRACES,MOTION SWITCHES	00100010.531000.	37.51
	LOWES HIW INC		40143410.531000.	60.66
54592	MAKERS	CIVIC CENTER SELECTION STUDY	00100110.541000.0801	355.00
	MAKERS	DOWNTOWN MASTER PLAN SEPA	00102020.541000.0804	6,025.00
	MAKERS	DOWNTOWN MASTER PLAN	00102020.541000.0804	15,379.05
	MAKERS		40145040.541000.0804	10,252.70
54593	MARYSVILLE FIRE DIST #12	FIRE CONTROL/EMERGENCY AID SRV	00109522.551000.	432,938.46

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54593	MARYSVILLE FIRE DIST #12	FIRE CONTROL/EMERGENCY AID SRV	00109526.551000.	198,234.06
54594	MARYSVILLE PRINTING	5000 WINDOW ENVELOPES	00101023.531000.	234.36
	MARYSVILLE PRINTING	BUSINESS CARDS-ROCHE,DUNGAN	00102020.531000.	227.63
54595	LEWIS J. MASON	WELLNESS COMM STRESS MNGMNT	00100310.549011.	250.00
54596	MCDERMOTT, THOMAS	UB 983226000000 3226 64TH AVE	401.122130.	151.47
54597	MCGREGOR HARDWARE DISTRIBUTION	LOCKSET	40143780.531000.	128.90
54598	MCLOUGHLIN & EARDLEY CORP	RED/BLUE LED VISOR	501.231700.	-16.09
	MCLOUGHLIN & EARDLEY CORP		50100065.534000.	205.39
54599	MEMORY4LESS	MEMORY REPLACEMENTS	503.231700.	-10.68
	MEMORY4LESS		50300090.531000.	136.31
54600	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541100.	49.00
54601	N C POWER SYSTEMS CO	OIL SAMPLE BOTTLES	501.141100.	406.17
54602	NELSON PETROLEUM	MOTOR OIL	42047165.548000.	797.18
	NELSON PETROLEUM	15/40 OIL & TRACTOR HYD OIL	50100065.534000.	1,382.89
54603	JAMES & BEATRICE NEWLUN	WATER/SEWER CONSERV REBATE	40143410.549070.	50.00
54604	NEWMAN TRAFFIC SIGNS	STREET SIGNS	101.231700.	-211.81
	NEWMAN TRAFFIC SIGNS		10111864.531000.	2,703.71
54605	NORTH COAST ELECTRIC COMPANY	ILSCO BUS BARS	10111864.531000.	372.01
	NORTH COAST ELECTRIC COMPANY	SER B PROCESSOR	40141580.548000.	1,269.45
	NORTH COAST ELECTRIC COMPANY	FUSES,CAND LAMP,TERM BLOCKS	40142480.548000.	80.71
	NORTH COAST ELECTRIC COMPANY	FUSES	40142480.548000.	119.00
	NORTH COAST ELECTRIC COMPANY	SER B PROCESSOR	40142480.548000.	1,269.45
54606	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
	NORTHWEST CASCADE INC		00105380.545000.	103.33
54607	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	30.74
	OFFICE DEPOT		00100020.531000.	31.35
	OFFICE DEPOT		00100020.531000.	72.31
	OFFICE DEPOT		00100060.531000.	146.37
	OFFICE DEPOT		00100110.531000.	25.69
	OFFICE DEPOT		00100110.531000.	310.86
	OFFICE DEPOT		00101023.531000.	35.97
	OFFICE DEPOT		00101130.531000.	89.98
	OFFICE DEPOT		00102020.531000.	31.35
	OFFICE DEPOT		00102020.531000.	83.73
	OFFICE DEPOT	RETURN OFFICE SUPPLIES	00103010.531000.	-4.41
	OFFICE DEPOT	OFFICE SUPPLIES	00103010.531000.	4.41
	OFFICE DEPOT		00103010.531000.	4.41
	OFFICE DEPOT		00103121.531000.	36.84
	OFFICE DEPOT		00103222.531000.	5.53
	OFFICE DEPOT		00103222.531000.	15.97
	OFFICE DEPOT		00103222.531000.	34.42
	OFFICE DEPOT		00103222.531000.	103.89
	OFFICE DEPOT		00103222.531000.	173.49
	OFFICE DEPOT		00103222.531000.	193.18
	OFFICE DEPOT		00103528.531000.	18.00
	OFFICE DEPOT		00103630.531000.	3.00
	OFFICE DEPOT		00104190.531000.	26.52
	OFFICE DEPOT		00104190.531000.	28.00
	OFFICE DEPOT		00104190.531000.	45.45
	OFFICE DEPOT		00104190.531000.	80.00
	OFFICE DEPOT		00105515.531000.	103.28
	OFFICE DEPOT		00143523.531000.	4.44
	OFFICE DEPOT		00143523.531000.	14.26
	OFFICE DEPOT		00143523.531000.	18.41
	OFFICE DEPOT		00143523.531000.	34.33
	OFFICE DEPOT		00143523.531000.	45.52
	OFFICE DEPOT		40143410.531000.	7.02

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54607	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	30.73
	OFFICE DEPOT		40143410.531000.	31.35
	OFFICE DEPOT		50100065.531000.	3.42
	OFFICE DEPOT		50100065.531000.	5.22
	OFFICE DEPOT		50200050.531000.	3.42
	OFFICE DEPOT		50200050.531000.	5.22
54608	ORKIN EXTERMINATING	SERVICE @ PSB	00100010.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ CH	00103530.548000.	82.87
	ORKIN EXTERMINATING	SERVICE @ CABOOSE	00105380.548000.	57.79
	ORKIN EXTERMINATING	SERVICE @ LIBRARY	00112572.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ WWTP	40142480.549000.	61.52
	ORKIN EXTERMINATING	SERVCE @ PW	40143410.548000.	50.16
54609	PACIFIC POWER PRODUCTS	TIRES,BOLTS,SCREW CAPS	00105380.548000.	206.50
54610	PACIFIC TOPSOILS INC	1 YD MEDIUM BARK	00105380.531000.	31.58
	PACIFIC TOPSOILS INC	CONCRETE DUMP	10110361.531000.	170.00
	PACIFIC TOPSOILS INC		10110361.531000.	204.00
54611	THE PARTS STORE	CAP SCREWS	42047165.548000.	18.55
	THE PARTS STORE		42047165.548000.	29.07
	THE PARTS STORE	HOOK, BUSHING,LOCKWASHER	42047165.548000.	176.77
	THE PARTS STORE	AIR FILTER	501.141100.	9.17
	THE PARTS STORE	WIPER BLADES	501.141100.	11.78
	THE PARTS STORE	AIR FILTERS	501.141100.	15.21
	THE PARTS STORE	WIPER BLADES,AIR FILTER	501.141100.	174.13
	THE PARTS STORE	REFUND CORE CHARGE	50100065.534000.	-49.23
	THE PARTS STORE		50100065.534000.	-7.05
	THE PARTS STORE	SUPPORT	50100065.534000.	26.55
	THE PARTS STORE	BRAKE SHOES,SPRING KIT	50100065.534000.	43.23
	THE PARTS STORE	BRAKE SHOES,SPRING KIT,CYLINDR	50100065.534000.	65.75
	THE PARTS STORE	ELEC WINDOW MOTOR,CORE CHRGR	50100065.534000.	103.51
	THE PARTS STORE	OIL FILTER WRENCH SET	50100065.535000.	21.69
54612	MICHAEL PETEK	REIMBURSE CDL FEE	10111230.549000.	55.00
54613	PETTY CASH FUND-POLICE	POSTAGE,MONEY ORDER,FEE	00103010.531000.	6.09
	PETTY CASH FUND-POLICE		00103010.549000.	22.99
	PETTY CASH FUND-POLICE		00103222.526000.	5.43
	PETTY CASH FUND-POLICE		00103222.542000.	18.71
	PETTY CASH FUND-POLICE		00103222.549000.	12.91
	PETTY CASH FUND-POLICE		00103222.549100.	31.05
54614	DENISE FREEMAN	JACKET-SMITH, C & LUTSCHG, B	00103121.526000.	352.30
	DENISE FREEMAN		00103222.526000.	352.30
	DENISE FREEMAN	JACKET-VEACH & SHELTON	00103960.526000.	704.60
54615	PIPE TOOL SPECIALTIES	CCTV PARTS	401.231700.	-9.28
	PIPE TOOL SPECIALTIES		40142080.531000.	118.48
54616	UNITED STATES POSTAL SERVICE	POSTAGE FOR ACCT # 222407	00100030.542000.	3,000.00
	UNITED STATES POSTAL SERVICE		00100050.542000.	5,000.00
54617	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #348-001-954-0	00105380.547000.	168.55
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #475-001-792-5	00105380.547000.	199.97
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-739-1	00105380.547000.	439.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #308-001-505-4	00105380.547000.	1,024.91
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #308-001-598-9	00105380.547000.	1,334.47
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #829-000-110-9	10110463.547000.	93.35
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #528-001-292-2	10110564.547000.	70.34
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #246-001-703-7	10111864.547000.	54.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-234-7	10111864.547000.	108.43
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-002-822-0	10111864.547000.	141.60
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-738-3	10111864.547000.	170.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #498-001-707-5	10111864.547000.	197.11
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #172-000-169-0	10111864.547000.	789.53

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/26/2009 TO 4/1/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54617	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #251-001-382-0	40142280.547000.	1,234.19
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #526-001-076-3	40143780.547000.	36.26
54618	VICKEY QUINTEL	INSTRUCTOR SERVICES	00105250.541020.	451.62
54619	CARMEN RASMUSSEN	REIMBURSE TRAVEL EXPENSE	00100060.543000.	161.16
54620	BENJAMIN H. RICHARDS	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
54621	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105250.541020.	138.60
54622	ROY ROBINSON CHEVROLET	TURN SIGNAL SWITCH	50100065.534000.	187.66
54623	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	76.00
54624	SEATTLE POTTERY SUPPLY INC.	(500) TERRA COTTA-ASAP SUPPLIE	00105120.531070.	203.44
54625	SEMIAMMOO RESORT	HOTEL COST-PLANNING CONFERENC	00102020.549000.	773.50
54626	SIX ROBBLEES INC	RELIEF VALVE	50100065.534000.	77.54
54627	RAY SIZEMORE	LEOFF 1 REIBURSEMENT	00103010.541100.	23.00
54628	SMOKEY POINT CONCRETE	CRUSHED ROCK	10110130.531000.	393.63
	SMOKEY POINT CONCRETE	CONCRETE	10110361.531000.	996.03
54629	SNAP-ON INCORPORATED	CORDLESS SAW	50100065.535000.	332.82
	SNAP-ON INCORPORATED	CORDLESS GREASE GUN	50100065.535000.	335.13
	SNAP-ON INCORPORATED	TOOLS	50100065.535000.	1,463.01
54630	EVE SNIDER	INSTRUCTOR SERVICES	00105120.541020.	913.34
54631	SNO CO AUDITOR	RECORDING FEES	00102020.549000.	1,143.00
54632	SNOHOMISH COUNTY CORRECTIONS	SHORT PAID IN 2007	00103960.551000.	420.04
	SNOHOMISH COUNTY CORRECTIONS	INMATE BOOKINGS/HOUSING/DETEN	00103960.551000.	86,227.32
54633	SNO CO EDC	QRTLY BREAKFAST MTG-KENDALL	00100110.549000.	32.00
54634	SNO CO PUBLIC WORKS	OVERBILLED DEC 08 PROJECT BILL	10200030.541000.	-311,514.35
	SNO CO PUBLIC WORKS	JANUARY 2009 BILLING	10200030.541000.	148.63
	SNO CO PUBLIC WORKS	PROJECT COSTS DEC 2008	10200030.541000.	315,238.75
	SNO CO PUBLIC WORKS	CREDIT-ERROR IN BILLING	40220594.563000.W0404	-20.21
	SNO CO PUBLIC WORKS	PROJECT COSTS DEC 2008	40220594.563000.W0404	20.21
	SNO CO PUBLIC WORKS	JANUARY 2009 BILLING	40220594.563000.W0803	133.80
	SNO CO PUBLIC WORKS	PROJECT COSTS DEC 2008	40220594.563000.W0803	3,024.11
54635	SNOPAC	DISPATCH SERVICES	00104000.551000.	63,332.40
54636	SOUND EMPLOYMENT SOLUTIONS LLC	ANTI-DISCRIMINATION TRAINING	00100310.531200.	5,574.90
54637	SOUND SAFETY PRODUCTS CO INC	GLOVES	00103960.531000.	366.03
	SOUND SAFETY PRODUCTS CO INC	JEANS-LAMBERT,D	40143410.526200.	92.85
	SOUND SAFETY PRODUCTS CO INC	JEANS-DAGGETT, K	40143410.526300.	110.77
	SOUND SAFETY PRODUCTS CO INC	JEANS-LEWIS, M	50200050.526000.	103.28
54638	SHERRI SOVERNS	REIMBURSE ITEMS MONTHLY MTG	00100110.549000.	8.41
	SHERRI SOVERNS	REIMBURSE WATER PURCHASE	00100110.549000.	20.50
54639	KELLI SPARKS	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
54640	SPECIALTY CIGARS INT'L INC	CIGARS	420.141100.	127.85
54641	WASHINGTON STATE PATROL	ACCESS USER FEE	00104190.551000.	660.00
54642	STRAWBERRY HILLS HOA	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
54643	JAMES STRICKLAND	REIMBURSE JAIL SUPPLY COSTS	00103960.531000.	69.60
54644	SUBURBAN PROPANE	HEATING PROPANE	42047165.532000.	747.17
54645	SUN BADGE CO	WALLET-CARDEN 11/08	001.231700.	-2.60
	SUN BADGE CO		00103010.526000.	33.10
54646	SUN MOUNTAIN SPORTS INC	SPEED CARTS,COOL PAQ'S	420.141100.	532.70
54647	ROBERT SWEARENGIN	LEOFF 1 REIMBURSEMENT	00103010.541100.	673.37
54648	RON SWIFT	REFUND SECURITY DEPOSIT	001.239100.	92.00
	RON SWIFT		001.239100.	108.00
54649	NICOLE TAMAYO	REFUND DEPOSIT FOR RENTAL	00110347.376004.	52.00
54650	TAYLORMADE	GOLF BALLS	420.141100.	244.61
54651	TERPH NORTHWEST	TURF GROWTH REGULATOR	42047165.531900.	1,991.06
54652	DEPT OF TRANSPORTATION NW REGION	CONST ENG FEB 2009	40220594.563000.W0802	2,391.31
54653	UNITED PARCEL SERVICE	SHIPPING EXPENSE	40145040.553100.	10.30
54654	UNITED RENTALS	LINCOLN ROLLER	00105380.531000.	11.94
	UNITED RENTALS	SAW CART,WATER TANK,SEAT KIT	10111230.535000.	1,027.77
54655	USA MOBILITY WIRELESS, INC.	PAGER SERVICE	00104190.542000.	21.69

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/26/2009 TO 4/1/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54656	JEFFREY VAUGHAN	REIMBURSE TRAVEL EXPENSE	00100060.543000.	1,140.44
54657	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	26.62
	VERIZON NORTHWEST		00100050.542000.	53.24
	VERIZON NORTHWEST		00100110.542000.	79.85
	VERIZON NORTHWEST		00100310.542000.	26.62
	VERIZON NORTHWEST		00102020.542000.	53.24
	VERIZON NORTHWEST		00103010.542000.	186.33
	VERIZON NORTHWEST		00103222.542000.	26.62
	VERIZON NORTHWEST		00103530.542000.	106.47
	VERIZON NORTHWEST		00103960.542000.	79.85
	VERIZON NORTHWEST	ACCT #101543765602	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #101543766403	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #107355912203	00104000.542000.	53.24
	VERIZON NORTHWEST	ACCT #101543764801	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT #101543767204	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	52.66
	VERIZON NORTHWEST	ACCT #107355912203	00104190.542000.	79.85
	VERIZON NORTHWEST		00105250.542000.	79.85
	VERIZON NORTHWEST	ACCT #104650377503	00105250.542000.	132.65
	VERIZON NORTHWEST	SERVCE @ DEERING	00105380.542000.	59.48
	VERIZON NORTHWEST	ACCT #107355912203	00105380.542000.	212.94
	VERIZON NORTHWEST		00112572.542000.	53.24
	VERIZON NORTHWEST		00143523.542000.	26.62
	VERIZON NORTHWEST		10111230.542000.	26.62
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	179.97
	VERIZON NORTHWEST	ACCT #105543546905	40140180.547000.	50.20
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	100.56
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	332.70
	VERIZON NORTHWEST	ACCT #107355912203	40142480.542000.	159.70
	VERIZON NORTHWEST	ACCT #1101641995410	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #1101841995100	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #1104741995604	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #101642285704	40143410.542000.	30.62
	VERIZON NORTHWEST	ACCT #1101341996104	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1103241996301	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #1105841995206	40143410.542000.	75.82
	VERIZON NORTHWEST	ACCT #107355912203	40143410.542000.	319.51
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	52.66
	VERIZON NORTHWEST	ACCT #107355912203	42047061.542000.	239.56
	VERIZON NORTHWEST		42047061.549100.	26.62
54658	VERIZON NORTHWEST	BLACKBERRY CHARGES	00100020.542000.	53.82
	VERIZON NORTHWEST		00100050.542000.	53.82
	VERIZON NORTHWEST		00100110.542000.	107.64
	VERIZON NORTHWEST		00100310.542000.	53.82
	VERIZON NORTHWEST		00101023.542000.	53.82
	VERIZON NORTHWEST		00102020.542000.	53.82
	VERIZON NORTHWEST		00103010.542000.	53.82
	VERIZON NORTHWEST		00105120.542000.	53.82
	VERIZON NORTHWEST		00105515.542000.	107.64
	VERIZON NORTHWEST		40143410.542000.	53.86
54659	WA ASSOC OF BUILDING OFFICIALS	TRAINING-SNOOK	00102020.549000.	375.00
54660	WSU	WA PESTICIDE LAWS & SAFETY MAN	10111160.549000.	21.16
54661	WASTE MANAGEMENT NORTHWEST	SERVICE @ DEERING	00105380.547000.	60.23
54662	WAXIE SANITARY SUPPLY	CLEANING SUPPLIES	00105380.531400.	167.57
54663	WELLS FARGO BANK	UB 741470190000 5909 57TH DR N	401.122110.	16.00
54664	WESTERN EQUIPMENT DISTRIBUTORS	ROLLER ASSEMBLY	42047165.548000.	457.18

DATE: 4/1/2009  
TIME: 10:48:31AM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 3/26/2009 TO 4/1/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54665	WESTERN PETERBILT INC	PIGTAIL,LIGHT	50100065.534000.	11.91
	WESTERN PETERBILT INC	GASKETS	50100065.534000.	16.88
54666	WHATCOM COUNTY	NW MINI CHAIN 1ST QTR PYMNT	00103960.551000.	8,623.50
54667	JERRIE WHITE	WATER/SEWER CONSERV REBATE	40143410.549070.	50.00
54668	JESSICA WILSON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
54669	WWCPA	ANNUAL SEWER MAINT SCHOOL	40143410.549050.	405.00
54670	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KITS	10111230.531000.	66.30
	ZEE MEDICAL SERVICE		40143780.531000.	66.31
<b>WARRANT TOTAL:</b>				<b><u>976,513.13</u></b>

**REASON FOR VOIDS:**

**INITIATOR ERROR  
WRONG VENDOR  
CHECK LOST IN MAIL**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 27, 2009**

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 **April 8, 2009** claims in the amount of **\$661,647.91** paid by **Check No.'s 54671 through 54802** with **no Check No.'s voided**.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-4**

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 **CLAIMS** IN THE AMOUNT OF **\$661,647.91 PAID BY CHECK NO.'S 54671 THROUGH 54802 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

*4/8/09*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **8<sup>th</sup> DAY OF April 2009.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/2/2009 TO 4/8/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54671	GREENLEAF VALUATION GROUP, INC	APPRAISAL SERVICES-PW PROPERTY	40143410.541000.	3,000.00
54672	AM TEST INC	TESTING	40140780.541000.	1,020.00
54673	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	00100010.531400.	348.07
	AMSAN SEATTLE	JANITORIAL SUPPLIES-COURT	00101250.531400.	306.75
	AMSAN SEATTLE	JANITORIAL SUPPLIES-CH	00103530.531400.	277.49
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	40143410.531200.	446.47
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	40143780.531000.	222.83
54674	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	12.38
	ARAMARK UNIFORM SERVICES		40142480.541000.	12.38
	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	17.00
	ARAMARK UNIFORM SERVICES		40143780.549000.	32.63
	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	25.70
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	68.28
	ARAMARK UNIFORM SERVICES		50100065.526000.	68.28
54675	ARLINGTON MACHINE & WELDING	STEEL PLATE	10111230.549000.	54.25
54676	ARLINGTON RV & WELDING SUPPLY	WELDING ROD	10111230.549000.	26.91
54677	CITY OF ARLINGTON	SURFACE WATER REVENUE 1QTR09	401.237000.	13,663.84
54678	MICHAEL ASPEN	INSTRUCTOR SERVICES	00105120.541020.	290.50
54679	DEAN AUKER	WATER/SEWER CONSERV REBATE	40143410.549070.	50.00
54680	KARINE AVAGIMOVA	INTERPRETER SERVICES	00102515.549000.	100.00
54681	BAG BOY	PUSH CARTS	420.141100.	787.05
54682	CAMERON BALAZIC	WITNESS FEES	00100050.549210.	16.60
54683	MATTHEW BENDER & CO.	2009 WA CRIMINAL PRACTICE	00100050.549000.	89.51
54684	BERK & ASSOCIATES INC	ANNEXATION STUDY & REVIEW	00199513.541000.	5,881.10
54685	TAWNI BIDDLE	REFUND POST TAX AFLAC PREM	00100310.521000.	75.90
54686	DOUG BUELL	REIMBURSE TUITION COSTS	00100720.531000.	1,689.00
54687	JOHN BUELL	REIMBURSE TRAVEL EXPENSE	40143410.549030.	419.16
54688	CAMP FIRE USA	INSTRUCTOR SERVICES	00105120.541020.	275.00
54689	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.549000.	100.00
	IRATXE CARDWELL		00102515.549000.	100.00
	IRATXE CARDWELL		00102515.549000.	112.50
	IRATXE CARDWELL		00102515.549000.	112.50
	IRATXE CARDWELL		00102515.549000.	112.50
	IRATXE CARDWELL		00102515.549000.	112.50
	IRATXE CARDWELL		00105515.549000.	100.00
	IRATXE CARDWELL		00105515.549000.	100.00
	IRATXE CARDWELL		00105515.549000.	100.00
	IRATXE CARDWELL		00105515.549000.	200.00
54690	CARR'S ACE HARDWARE	MISC TOOLS FOR MAINT	10111864.535000.	93.32
	CARR'S ACE HARDWARE	LITTER TOOLS/ADOPT A STREET	10111864.535000.	279.80
	CARR'S ACE HARDWARE	PRUNERS,TARPS	40140980.531000.	33.06
	CARR'S ACE HARDWARE	PIPE,CAPS,STEEL RODS,WIRE	40250594.563000.D0401	22.63
54691	CIC VALUATION GROUP, INC	APPRAISAL SERVICES-PW PROPERTY	40143410.541000.	400.00
	CIC VALUATION GROUP, INC		40143410.541000.	700.00
54692	CLEAN CUT TREE & STUMP GRINDING SRVC	REMOVE TREE,CHIP,GRIND	00105380.541000.	461.12
54693	CONCRETE NOR'WEST	SAND FOR TOPDRESSING	00105380.531000.	1,174.24
	CONCRETE NOR'WEST		00105380.531000.	1,984.00
54694	MERRITT SCOTT CONNER	INSTRUCTOR SERVICES	00105250.541020.	112.00
54695	CHRISTINE MARIE COON	WITNESS FEES	00100050.549210.	17.70
54696	CO-OP SUPPLY	PEAT MOSS	00105380.531000.	147.30
	CO-OP SUPPLY	FENCING SUPPLIES	00105380.531000.	177.48
	CO-OP SUPPLY	GRASS SEED	10110361.531000.	108.48
	CO-OP SUPPLY	JEANS-BROWN, E	40143410.526300.	95.41
54697	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	225.00
54698	CRYSTAL SPRINGS	WATER/COOLER RENTAL	40142480.531330.	73.78

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/2/2009 TO 4/8/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54699	DUNLAP INDUSTRIAL	CONTRACTORS LEVEL	00100020.531000.	149.81
	DUNLAP INDUSTRIAL	ELECTRIC LEVEL	00100020.531000.	247.55
54700	E&E LUMBER INC	SCREWS	00101250.531000.	4.67
	E&E LUMBER INC	SINK STRAINER,WALL PLATES	00101250.531000.	5.10
	E&E LUMBER INC	BALL FLAPPER,FLAPPER ADJ,FILT	00103530.531000.	39.03
	E&E LUMBER INC	PVC,STRAP,PVC ELBOW	00105380.531000.	4.61
	E&E LUMBER INC	OFFSET SNIP	00105380.531000.	20.06
	E&E LUMBER INC	WHITE TOILET SEAT	00105380.531000.	22.77
	E&E LUMBER INC	FUSE BOX,COVER,STRAP,ELBOW	00105380.531000.	32.06
	E&E LUMBER INC	SAWSALL BLADES	00105380.531000.	44.46
	E&E LUMBER INC	CONDUIT,PVC ELBOW,COUPLING	00105380.531000.	56.60
	E&E LUMBER INC	STAPLE GUN,SUPPLIES	00105380.531000.	92.13
	E&E LUMBER INC	SIGNS/CEDAR WATERMAIN	40141380.549200.M0931	53.17
	E&E LUMBER INC	CLEANING SUPPLIES	42047165.531700.	22.95
	E&E LUMBER INC	PAINT	42047165.531910.	7.15
54701	ECONOMY FENCE CENTER	CHAIN LINK FENCING	31000076.563000.P0903	4,090.45
54702	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-STROPE, J	40143410.549030.	159.00
54703	EXIDE	BATTERIES W/CORE CHRGS	501.141100.	74.51
	EXIDE		501.141100.	194.43
54704	FERRELLGAS	PROPANE 88.5 GALLONS	10110130.531000.	59.98
	FERRELLGAS		10110564.531000.	59.98
	FERRELLGAS		40140980.531000.	59.98
	FERRELLGAS		41046060.531000.	59.98
54705	FLECK, DONNA	UB 031340000002 6223 87TH ST N	401.122110.	25.00
54706	G&H AUTO ELECTRIC	ALTERNATOR W/CORE CHR	50100065.534000.	168.86
54707	GENERAL CHEMICAL CORP	ALUM SULFATE 12.213 DRY TON	40142480.531320.	4,270.57
54708	GOLDEN CORAL	MARCH POTLUCK	10605250.549000.	119.35
54709	GOLDEN CORAL	MAY POTLUCK	10605250.549000.	113.92
54710	FRANCISCO GONZALES-HERNANDEZ	RETURN OF CONTESTED SEIZ FUNDS	643.237000.	423.00
54711	GRAINGER INC	FLOAT SWITCHES	40140180.531000.	182.55
54712	GRAYBAR ELECTRIC CO INC	WIRE CONN BLOCKS,BRACKETS	10111864.531000.	83.38
54713	KRISTIE GUY	REIMBURSE TRAVEL EXPENSE	00100060.543000.	50.20
	KRISTIE GUY		00100060.549000.	24.41
	KRISTIE GUY	REIMBURSE REGISTRATION FEE	00100310.549000.	250.00
54714	HARRIS & ASSOCIATES	PAY ESTIMATE # 9	30500030.563000.R0301	29,497.98
	HARRIS & ASSOCIATES		40220594.563000.W0007	33,690.96
	HARRIS & ASSOCIATES		40230594.563000.S0701	8,312.40
	HARRIS & ASSOCIATES		40250594.563000.D0501	2,059.71
54715	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	78.00
54716	HD FOWLER COMPANY	RUBBER METER GASKETS	401.141400.	17.32
	HD FOWLER COMPANY	METER GASKETS	401.141400.	26.04
	HD FOWLER COMPANY	INSIDE GRIPPER WING NUT PLUGS	401.141400.	142.57
	HD FOWLER COMPANY	INSERT ADAPTERS,RESETTERS	401.141400.	292.04
	HD FOWLER COMPANY	MISC PARTS	401.141400.	1,044.26
	HD FOWLER COMPANY	RESETTERS,RUBBER GASKETS	401.141400.	1,197.79
	HD FOWLER COMPANY	RESETTERS,METER BOX BASES	401.141400.	1,913.68
	HD FOWLER COMPANY	MARKING PAINT,FLAGS,REEDS	501.141100.	424.36
54717	HDR ENGINEERING, INC.	PAY ESTIMATE # 19	30500030.563000.R0603	19,112.38
54718	HERTZ EQUIPMENT RENTAL	GAS TRENCHER RENTAL	00105380.531000.	231.65
	HERTZ EQUIPMENT RENTAL	EXCAVATOR RENTAL	30500030.563000.R0301	3,795.92
54719	HEWLETT PACKARD	MONITOR STANDS	50350390.535000.RPLC	299.46
	HEWLETT PACKARD	3-YR WARRANTY	50350390.535000.RPLC	336.35
	HEWLETT PACKARD	REPLACEMENT LAPTOPS	50350390.535000.RPLC	7,429.00
54720	HOAGLAND, JAMES	UB 650130000000 6015 99TH ST N	401.122110.	21.09
54721	MARY HURLBURT	WITNESS FEES	00100050.549210.	19.35

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54722	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
54723	IOS CAPITAL	COPIER CHARGES	00100020.545000.	486.92
	IOS CAPITAL		00100030.545000.	17.39
	IOS CAPITAL		00100050.545000.	69.28
	IOS CAPITAL		00100110.545000.	-105.32
	IOS CAPITAL		00100110.545000.	119.16
	IOS CAPITAL		00100310.545000.	90.74
	IOS CAPITAL		00100720.545000.	150.46
	IOS CAPITAL		00101023.545000.	50.18
	IOS CAPITAL		00101130.545000.	50.20
	IOS CAPITAL		00102020.545000.	267.54
	IOS CAPITAL		00103121.545000.	142.15
	IOS CAPITAL		00103222.545000.	16.76
	IOS CAPITAL		00103960.545000.	119.10
	IOS CAPITAL		00104190.545000.	17.25
	IOS CAPITAL		00104190.545000.	83.86
	IOS CAPITAL		00104190.545000.	408.50
	IOS CAPITAL		00105250.545000.	8.13
	IOS CAPITAL		00105380.545000.	224.58
	IOS CAPITAL		00105515.545000.	70.18
	IOS CAPITAL		00143523.545000.	44.99
	IOS CAPITAL		10111230.545000.	7.31
	IOS CAPITAL		40142480.545000.	20.46
	IOS CAPITAL		40143410.545000.	488.30
	IOS CAPITAL		42047165.545000.	9.39
	IOS CAPITAL		50100065.545000.	20.94
	IOS CAPITAL		50200050.545000.	6.40
54724	INTEGRA CHEMICAL CO	VITA-D-CHLOR TABLETS	40140480.531000.	659.74
54725	TRACY JEFFRIES	REIMBURSE TRAVEL EXPENSE	00101130.543000.	570.77
54726	DENNIS KENDALL		00100060.543000.	50.47
54727	KENWORTH NORTHWEST INC	RETURN SWITCH	50100065.534000.	-29.90
	KENWORTH NORTHWEST INC	BRAKE LIGHT SWITCH	50100065.534000.	18.70
	KENWORTH NORTHWEST INC	SWITCH	50100065.534000.	29.90
54728	DEPT OF LICENSING	BRAND, TIMOTHY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BROWER, JASON (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	CLEAVER, BENJAMIN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	EASTMOND, JESSE (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	ESSER, WILLIAM (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	GREIERT, DOUGLAS (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	GUARIZO, DIONE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	JOHNSON, CRYSTAL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LARSEN, MARK (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LARSON-GEIERT, LAURA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MUISE, JOHN (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	NICELY, JASON (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	PITTMAN, DARLA (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SEIBERT, JEFFRE (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	SWANBERG, JULIE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WHITE, DORINE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WHITE, TREVOR (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WOOLLEY, MARK (RENEWAL)	001.237020.	18.00
54729	LINDBLOM, HUGO M*	UB 760033400000 6925 54TH PL N	401.122110.	29.81
54730	LINKS TURF SUPPLY INC	IRRIGATION MARKING FLAGS	42047165.531920.	56.26

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54731	RICHARD G. LOCK	FEES/RECOVERING WA EXCISE TAX	00105380.541000.	0.85
	RICHARD G. LOCK		10111230.541000.	202.06
	RICHARD G. LOCK		40143410.541000.	137.77
	RICHARD G. LOCK		41046060.541000.	162.74
	RICHARD G. LOCK		42047165.541000.	195.55
54732	LOWES HIW INC	TOTE FOR GRAFFITI SUPPLIES	00105380.531000.	86.78
	LOWES HIW INC	90* ELL, 45* ELL, COUPLING, COND	40220594.563000.W0807	61.04
54733	MARYSVILLE PRINTING	2009 BUDGET BOOKS	00101023.531000.	817.22
	MARYSVILLE PRINTING	PROJECT MANUALS	30500030.563000.R0301	134.58
54734	MARYSVILLE SCHOOL DISTRICT #25	RECOVERY CONTRACT # 282	401.253000.	11,951.00
	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES 03/09	642.237000.	129,325.00
54735	CITY OF MARYSVILLE	WATER @ 6302 152ND ST (IRR)	00105380.547000.	31.82
	CITY OF MARYSVILLE	STORMWATER @ 17906 43RD AVE NE	40141580.547000.	27.60
54736	MEADOWWOOD VILLAGE LLC	UB 820860000000 6104 70TH ST N	401.122110.	48.45
54737	MERLINO BROTHERS LLC	SIDEWALK-LESS RETAINAGE	101.223400.	-435.03
	MERLINO BROTHERS LLC	SIDEWALK REPAIR-LESS RETAINAGE	101.223400.	-129.58
	MERLINO BROTHERS LLC	PAY ESTIMATE #1-LESS RETAINAGE	101.223400.	-110.75
	MERLINO BROTHERS LLC	SIDEWALK REPAIR-LESS RETAINAGE	101.223400.	-30.88
	MERLINO BROTHERS LLC		10110361.549200.M0909	617.50
	MERLINO BROTHERS LLC	PAY ESTIMATE #1-LESS RETAINAGE	10110361.549200.	2,215.00
	MERLINO BROTHERS LLC	SIDEWALK REPAIR-LESS RETAINAGE	10111561.549200.M0906	2,591.50
	MERLINO BROTHERS LLC	SIDEWALK-LESS RETAINAGE	10111561.549200.M0905	8,700.50
54738	WENDY MESSARINA OCHOA	INSTRUCTOR SERVICES	00105120.541020.	189.00
54739	MONICA MORIARTY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
54740	NEXTEL COMMUNICATIONS	ACCT #495802314	50300090.542000.	17.66
	NEXTEL COMMUNICATIONS		50300090.542000.	17.66
	NEXTEL COMMUNICATIONS		50300090.542000.	17.66
	NEXTEL COMMUNICATIONS		50300090.542000.	35.32
	NEXTEL COMMUNICATIONS		50300090.542000.	35.32
	NEXTEL COMMUNICATIONS		50300090.542000.	35.32
	NEXTEL COMMUNICATIONS		50300090.542000.	45.75
	NEXTEL COMMUNICATIONS		50300090.542000.	52.98
	NEXTEL COMMUNICATIONS		50300090.542000.	52.98
	NEXTEL COMMUNICATIONS		50300090.542000.	69.09
	NEXTEL COMMUNICATIONS		50300090.542000.	70.64
	NEXTEL COMMUNICATIONS		50300090.542000.	73.98
	NEXTEL COMMUNICATIONS		50300090.542000.	94.04
	NEXTEL COMMUNICATIONS		50300090.542000.	116.80
	NEXTEL COMMUNICATIONS		50300090.542000.	127.65
	NEXTEL COMMUNICATIONS		50300090.542000.	144.85
	NEXTEL COMMUNICATIONS		50300090.542000.	195.96
	NEXTEL COMMUNICATIONS		50300090.542000.	216.44
	NEXTEL COMMUNICATIONS		50300090.542000.	221.92
	NEXTEL COMMUNICATIONS		50300090.542000.	238.13
	NEXTEL COMMUNICATIONS		50300090.542000.	255.09
	NEXTEL COMMUNICATIONS		50300090.542000.	346.30
	NEXTEL COMMUNICATIONS		50300090.542000.	486.95
	NEXTEL COMMUNICATIONS		50300090.542000.	1,441.10
54741	NEXTEL COMMUNICATIONS	ACCT #130961290	40141580.531000.	62.99
	NEXTEL COMMUNICATIONS		40142280.531000.	62.99
54742	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	4.02
	OFFICE DEPOT		00100020.531000.	11.40
	OFFICE DEPOT		00102020.531000.	4.03
	OFFICE DEPOT		40143410.531000.	4.02
	OFFICE DEPOT		40143410.531000.	11.45

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54742	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	28.77
	OFFICE DEPOT		41046060.531000.	75.39
	OFFICE DEPOT		50100065.531000.	0.67
	OFFICE DEPOT		50100065.531000.	1.27
	OFFICE DEPOT		50200050.531000.	0.67
	OFFICE DEPOT		50200050.531000.	1.32
54743	LEOLA G OLSEN	WITNESS FEES	00100050.549210.	30.35
54744	ORBIT ENTERPRISES,INC	SEMI-ANNUAL BILLING/WEBHOSTING	42047267.544000.	900.00
54745	OTAK	PAY ESTIMATE # 33	40145040.541000.D0720	4,906.00
	OTAK	PAY ESTIMATE # 34	40145040.541000.D0720	14,089.31
	OTAK	PAY ESTIMATE # 1	40250594.563000.D0902	7,920.56
	OTAK	PAY ESTIMATE # 8	40250594.563000.D0401	27,801.61
54746	PACIFIC POWER BATTERIES	BACK UP BATTERIES	40142280.548000.	35.81
54747	PACIFIC POWER PRODUCTS	ROLLER BEARINGS	42047165.548000.	346.99
	PACIFIC POWER PRODUCTS	TINES,AERIFIER BARS	42047165.548000.	633.62
54748	PACIFIC TOPSOILS INC	CONCRETE DUMP	10110361.531000.	85.00
	PACIFIC TOPSOILS INC		40140480.531000.	85.00
54749	JOEL PALM	REIMBURSE TRAVEL EXPENSE	40143410.549030.	419.16
54750	THE PARTS STORE	OIL,AIR FILTERS,PLASTIC TIES	501.141100.	225.12
54751	PETTY CASH-COMM DEV	PARKING,OFFICE SUPPLIES	00102020.531000.	11.36
	PETTY CASH-COMM DEV		00102020.549000.	28.00
54752	JOSEPH PHAM	INTERPRETER SERVICES	00102515.549000.	111.00
54753	PIPE TOOL SPECIALTIES	TRACTRON CLEATS	401.231700.	-89.33
	PIPE TOOL SPECIALTIES		40142080.531000.	1,140.22
54754	VLADISLAV PLITMAN	INTERPRETER SERVICES	00102515.549000.	150.00
54755	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY @ 1010 BEACH AVE	00105580.547000.	1,025.84
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 635-001-155-4	10110463.547000.	52.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #660-001-330-1	10110463.547000.	1,806.59
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #690-001-250-8	10110463.547000.	1,966.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #614-001-193-0	10111864.547000.	106.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #989-005-144-5	10111864.547000.	388.15
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #210-094-460-8	40140080.547000.	823.58
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #414-001-219-8	40140180.547000.	26.68
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #529-001-665-7	40140180.547000.	26.69
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-090-9	40140180.547000.	284.17
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #450-033-638-5	40142280.547000.	39.82
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #525-001-287-8	40142280.547000.	126.81
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #399-001-695-2	40142480.547000.	459.65
54756	RADION, GRIGORIY	UB 983527000000 3527 73RD DR N	401.122130.	142.24
54757	RH2 ENGINEERING INC	PAY ESTIMATE # 20	40220594.563000.W0505	95.15
54758	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105120.541020.	126.00
	TAMARA ROBBINS		00105120.541020.	238.00
54759	PAUL ROBERTS	CONSULTING SERVICES	00100110.541000.	6,000.00
54760	ORLANDO ROCHE	REIMBURSE TRAINING CLASS	00102020.549000.	75.00
54761	SALINAS SAWING & SEALING INC	ASPHALT DEMO & SLURRY	40250594.563000.D0501	433.44
54762	SCBOWBO REC BALL DIVISION	BASKETBALL REFEREES	00105120.531040.	3,270.00
54763	SCIENTIFIC SUPPLY & EQUIPMENT INC	NITRIC ACID	40142480.531330.	123.54
	SCIENTIFIC SUPPLY & EQUIPMENT INC	MEMBRANE FILTERS,MEDIA VIAL	40142480.531330.	706.06
54764	CRAIG SHANKLE	INSTRUCTOR SERVICES	00105250.541020.	64.00
54765	SIX ROBBLEES INC	MISC REPAIR SUPPLIES	50100065.531000.	516.80
54766	ALAN SMITH	WATER/SEWER CONSERV REBATE	40143410.549070.	50.00
54767	ROSEMARY SMITH	WITNESS FEES	00100050.549210.	19.35
54768	SHARON SMITH	WITNESS FEES	00100050.549210.	19.35
54769	SNO CO PUBLIC WORKS	FEBRUARY BILLING	40220594.563000.W0803	46.68
54770	SNOHOMISH COUNTY TREASURER	1ST HALF 2009 PROP TAXES	00101250.549000.	16,437.86

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54770	SNOHOMISH COUNTY TREASURER	2009 PROPERTY TAXES (FULL)	00105380.549000.	314.00
	SNOHOMISH COUNTY TREASURER		40140280.549000.	7,451.11
	SNOHOMISH COUNTY TREASURER		40142480.549000.	350.00
54771	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNESS FUNDS	00102570.551000.	999.50
54772	SOLINST CANADA LTD	6 LT LEVELLOGGERS JRS	402.231700.	-260.95
	SOLINST CANADA LTD		40250594.563000.D0401	3,330.97
54773	SOUND SAFETY PRODUCTS CO INC	JEANS-KINNEY, H	10111230.526000.	39.91
	SOUND SAFETY PRODUCTS CO INC	JEANS-GESSNER, KEVIN	40143410.526200.	92.85
	SOUND SAFETY PRODUCTS CO INC	JEANS,BOOTS-DZAWALA, B	40143410.526300.	150.95
	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	21.61
	SOUND SAFETY PRODUCTS CO INC	BEANIES	501.141100.	129.67
	SOUND SAFETY PRODUCTS CO INC	GLOVES,JACKETS,RAIN PANTS	501.141100.	190.48
	SOUND SAFETY PRODUCTS CO INC	VESTS,RAINPANTS	501.141100.	262.91
54774	KAYLEE STOCKS	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
54775	KURT STROTZ	GRASS MAINT@STRAWBERRY FIELDS	00105380.541000.	850.00
54776	SUN MOUNTAIN SPORTS INC	SPEED CART SEAT	420.141100.	20.53
54777	SUPREME INTERNATIONAL	MENS POLO SHIRTS	420.141100.	848.27
54778	TAYLORMADE	DRIVERS,FW WOODS,WEDGES,PUTTEI	420.141100.	2,223.62
54779	TEXTRON FINANCIAL CORPORATION	15 EZ GO GOLF CARTS (LEASE)	42047165.545000.	2,051.00
54780	J. STEVEN THOMAS	PRO TEM SERVICES	00100050.541000.	370.00
54781	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINT-PSB	00100010.548000.	172.83
	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINT-CH	00103530.548000.	172.83
54782	TITLEIST	WEDGES	420.141100.	79.94
	TITLEIST	CUSTOM GOLF BALLS	420.141100.	289.00
54783	GATHERING STORM,LLC DBA TMAX GEAR	GLOVES,HATS & BAGS	420.141100.	1,550.30
54784	LORRIE TOWERS	COMMISSIONER SERVICES	00100050.541000.	2,000.00
	LORRIE TOWERS		00100050.541000.	3,000.00
54785	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS FEB 2009	30500030.563000.R0904	264.56
	DEPT OF TRANSPORTATION NW REGION	TAP EXISTING WATER LINE	40220594.563000.W R&R	142.93
54786	DEPT OF TRANSPORTATION NW REGION	CONST ENGINEERING FEB 2009	30500030.563000.R0301	107.67
54787	TRAVEL ADVANCE FUND	SWAT BASIC-GOOLSBY,MATTHEW	00103222.543000.	253.50
	TRAVEL ADVANCE FUND	SWAT BASIC-ZARETZKE, NATE	00103222.549100.	253.50
54788	THE GREATER MARYSVILLE TULALIP	2009 PAYMENT PER VIC CONTRACT	00100110.549000.	34,000.00
54789	UNITED PIPE & SUPPLY INC	MISC PIPE & VALVES	40141380.549200.M0931	9,562.31
54790	UNITED RENTALS	ROLLER RENTAL	00105380.531000.	632.48
54791	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTIFICATION 02/09	40141180.541000.	420.00
54792	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	130.93
	VERIZON NORTHWEST	ACCT #POLE BLDG	00103222.542000.	157.97
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	105.31
	VERIZON NORTHWEST	ACCT #100469609401	00104000.542000.	35.00
	VERIZON NORTHWEST	ACCT #100664011800	00104000.542000.	85.50
	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	48.69
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.30
54793	VERIZON NORTHWEST	METER READING PROF SERVICES	40141280.541000.	401.56
54794	WASHINGTON STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	001.237010.	55,567.19
	WASHINGTON STATE TREASURER		001.237030.	616.50
54795	WASTE MANAGEMENT NORTHWEST	YARDWASTE,RECYCLE SERVICE 3/09	41046290.541000.	75,883.55
54796	MICHELE WATTS	REFUND CLASS FEES	00110347.376004.	62.00
54797	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	127.50
54798	WEED GRAAFSTRA AND BENSON INC PS	FORFEITURES	00103121.541000.	760.00
54799	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES MARCH 09	00105515.541000.	6,970.00
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	11,697.63
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	102.50
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0701	1,320.49
	WEED GRAAFSTRA AND BENSON INC PS		31000076.563000.G0901	2,008.00

DATE: 4/8/2009  
TIME: 9:35:11AM

**CITY OF MARYSVILLE**  
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54799	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES MARCH 09	40143410.541000.	18.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	1,365.75
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	11,697.62
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	1,360.00
54800	WESTERN EQUIPMENT DISTRIBUTORS	IRRIGATION SATELLITE LOCKS	42047165.531920.	42.14
54801	DONNA WRIGHT	REIMBURSE MILEAGE	00100060.543000.	16.79
54802	BRIDGET YOUNG	WITNESS FEES	00100050.549210.	15.50
		<b>WARRANT TOTAL:</b>		<b><u>661,647.91</u></b>

**REASON FOR VOIDS:**

**INITIATOR ERROR**  
**WRONG VENDOR**  
**CHECK LOST IN MAIL**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 27, 2009**

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 **April 15, 2009** claims in the amount of **\$258,394.04** paid by **Check No.'s 54803 through 54975** with **Check No. 50025 voided**.

**COUNCIL ACTION:**

BLANKET CERTIFICATION

**CLAIMS**  
FOR  
**PERIOD-4**

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 **CLAIMS** IN THE AMOUNT OF **\$258,394.04 PAID BY CHECK NO.'S 54803 THROUGH 54975 WITH CHECK NUMBER 50025 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*Jandy Ferguson*  
\_\_\_\_\_  
AUDITING OFFICER

*4/15/09*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **15<sup>th</sup> DAY OF April 2009.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 4/9/2009 TO 4/15/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54803	3M NTT3729	YELLOW TAPE	10111864.531000.	155.85
	3M NTT3729	WHITE SHEETING	50100065.531000.	132.91
54804	ABC LEGAL SERVICES INC.	MESSENGER SERVICES	00105515.549000.	70.00
54805	NANCY ABELL	REIMBURSE SHIPPING COSTS	00100310.531200.	10.89
54806	ACCURINT	CRIME INTEL INVESTIGATIONS	00103010.541000.	198.20
54807	ACE ACME SEPTIC SERVICE INC	PORTABLE TOILET RENTAL	40140280.541000.	90.00
54808	HUSSAIN A. AL-SHIBWALY	REFUND TAXI LICENSE FEES	00100321.319000.	25.00
54809	ALBERTSONS FOOD CENTER #471	RETREAT EXP/MTG EXPENSE	40143410.549000.	70.58
54810	ALLIED EMPLOYERS LABOR RELATIONS	4/09 MEMBERSHIP DUES	00100310.541000.	2,254.85
54811	AMERICAN CLEANERS	DRY CLEANING-MARCH 2009	00103121.526000.	234.08
	AMERICAN CLEANERS		00103222.526000.	95.43
	AMERICAN CLEANERS		00103528.526000.	14.05
	AMERICAN CLEANERS		00103960.526000.	32.55
	AMERICAN CLEANERS		00104190.526000.	73.78
	AMERICAN CLEANERS		00104230.526000.	6.51
54812	AMERICAN PUBLIC WORKS ASSOCIATION	MEMBERSHIP FEES-WOODS, K	00100020.549000.	79.00
54813	AMSAN SEATTLE	LIQUID ICE MELT	10111766.531000.	5,619.24
54814	WILLIAM ANGLE	CONSULTING SERVICES-CH 3/09	00100110.541000.0801	18,072.50
54815	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	15.65
	ARAMARK UNIFORM SERVICES		40143780.549000.	29.36
	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	21.78
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	48.99
54816	RALPH AVEY	REIMBURSE DOT/CDL PHYSICAL	40143410.549000.	54.00
54817	KENT BAKER	INSTRUCTOR SERVICES	00105120.541020.	240.00
54818	BANK OF AMERICA	MEETING REIMBURSEMENT	00105090.531000.0811	111.48
54819	BANK OF AMERICA	CONFERENCE REIMBURSEMENT	00100060.543000.	7,936.78
	BANK OF AMERICA		00100110.543000.	1,800.13
	BANK OF AMERICA		00100110.549000.	106.87
	BANK OF AMERICA		00102020.543000.	1,320.65
	BANK OF AMERICA		00102020.549000.	8.69
	BANK OF AMERICA		00105515.549000.	8.69
54820	BANK OF AMERICA	MEETING REIMBURSEMENT	00101023.549000.	23.00
54821	BICKFORD FORD-MERCURY	OVERDRIVE SWITCH, RELAYS	50100065.534000.	109.17
54822	BLUMENTHAL UNIFORMS & EQUIPMENT	BADGE HOLDER-VINSON	00103121.526000.	10.69
	BLUMENTHAL UNIFORMS & EQUIPMENT	HOLSTER-VINSON	00103121.526000.	197.42
	BLUMENTHAL UNIFORMS & EQUIPMENT	JACKET-VINSON	00103121.526000.	274.39
	BLUMENTHAL UNIFORMS & EQUIPMENT	POLO-SHACKLETON	00103222.526000.	47.73
	BLUMENTHAL UNIFORMS & EQUIPMENT	BELT LOOP-PAXTON	00103222.526000.	76.98
	BLUMENTHAL UNIFORMS & EQUIPMENT	ACT TEAM	00103222.526000.	123.46
	BLUMENTHAL UNIFORMS & EQUIPMENT	ACT TEAM PATCHES	00103222.526000.	123.46
	BLUMENTHAL UNIFORMS & EQUIPMENT	SHIRT-XIONG	00103222.526000.	136.69
	BLUMENTHAL UNIFORMS & EQUIPMENT	DRUG TEST KITS	00103222.531000.	178.70
	BLUMENTHAL UNIFORMS & EQUIPMENT	WRONG ITEMS RETURNED-GOLD	00103960.526000.	-1,177.23
	BLUMENTHAL UNIFORMS & EQUIPMENT	PANT-GOLDHAGEN	00103960.526000.	104.11
	BLUMENTHAL UNIFORMS & EQUIPMENT	VEST-GOLDHAGEN	00103960.526000.	1,177.23
	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT-GEORGE	00104190.526000.	-130.18
	BLUMENTHAL UNIFORMS & EQUIPMENT	PANT-GEORGE	00104190.526000.	74.85
	BLUMENTHAL UNIFORMS & EQUIPMENT		00104190.526000.	74.85
	BLUMENTHAL UNIFORMS & EQUIPMENT	PANTS-GEORGE, I	00104190.526000.	74.85
54823	RAE BOYD, APRN, BC	INMATE CARE/PD MEDICAL CARE	00103222.541000.	450.00
	RAE BOYD, APRN, BC		00103960.541000.	2,965.00
54824	BRINKS INC	ARMORED TRUCK SERVICES	00100050.541000.	287.03
	BRINKS INC		00102020.541000.	143.51
	BRINKS INC		00103010.541000.	287.03

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54824	BRINKS INC	ARMORED TRUCK SERVICES	00143523.541000.	287.03
	BRINKS INC		40143410.541000.	143.51
	BRINKS INC		42047061.541000.	134.03
54825	ANGIE BROCKOPP	REFUND CLASS FEES	00110347.376004.	52.00
54826	EDDIE BROWN	REIMBURSE JEAN COSTS	40143410.526300.	11.97
54827	CAMP FIRE USA	INSTRUCTOR SERVICES (ASAP)	00105120.531070.	120.00
54828	CAN AM FABRICATIONS INC	STAINLESS SPLASH HOODS,ST PIPE	40142480.548000.	2,056.08
54829	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	00103222.548000.	99.00
	CAPTAIN DIZZYS EXXON		00103630.548000.	4.50
	CAPTAIN DIZZYS EXXON		00104230.548000.	9.00
54830	CARR'S ACE HARDWARE	SIDE CUTTER	40140580.531000.	15.19
54831	VICKI CARVER	INSTRUCTOR SERVICES	00105120.541020.	166.60
	VICKI CARVER		00105120.541020.	249.90
	VICKI CARVER		00105120.541020.	291.55
	VICKI CARVER		00105120.541020.	416.50
54832	CDW GOVERNMENT INC	EXPRESSION WEB MEDIA	50300090.531000.	27.16
	CDW GOVERNMENT INC	PERIPHERAL REPLACEMENTS	50300090.531000.	82.65
	CDW GOVERNMENT INC	EXPRESSION WEB LICENSE	50300090.531000.	351.55
	CDW GOVERNMENT INC	PERIPHERAL REPLACEMENTS	50300090.535000.	379.06
54833	CEMEX	5 TONS ASPHALT	10110130.531000.	369.24
	CEMEX	7 TONS ASPHALT	10110130.531000.	516.94
	CEMEX	10 TONS ASPHALT	10110361.531000.	738.48
54834	CERTIFIED LABORATORIES DIVISION	CHAIN & CABLE LUBE,DEGREASER	501.141100.	359.47
54835	ERIC CHRISMAN	REIMBURSE LUNCH/TRAINING	00105380.549000.	24.25
54836	CLYDE WEST	HOPPER DEBRIS SCREEN	50100065.534000.	1,085.90
54837	CNR, INC	MAINT CONTRACT 4/09	50300090.541000.	1,354.55
54838	COLUMBIA PAINT & COATINGS	FOAM PAINT BRUSH	00101250.531000.	3.25
54839	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	47.21
54840	COMMERCIAL FIRE PROTECTION	FIRE EXT RECHARGE/NEW FIRE EXT	501.141100.	518.11
54841	SMOKEY POINT COMMUNITY CHURCH	WATCHDOG REFUND LESS DEPOSIT	401.245200.	119.50
54842	CONCRETE NOR'WEST	5.66 TON BUILDING SAND	00105380.531000.	64.18
54843	COOK PAGING (WA)	PAGER SERVICE	10111230.542000.	3.74
	COOK PAGING (WA)		40143410.542000.	3.74
54844	CO-OP SUPPLY	24 X 100 WIRE FENCING	00105380.531000.	104.15
54845	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,637.10
	WA DEPT OF CORRECTIONS		00103960.531250.	2,015.75
54846	COURTYARD BY MARRIOTT	LODGING-SWAT TRAINING	00103222.543000.	944.52
54847	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.541000.	243.90
54848	DATA QUEST	PRE EMPLOYMENT CREDIT CHECK	00103010.541000.	8.00
54849	DELL MARKETING LP	HARD DRIVES FOR EMAIL SRVR	50300090.535000.	429.17
54850	DICKS TOWING INC	TOWING EXPENSE	00103222.541000.	43.40
54851	DISPLAY & COSTUME	DECOR FOR EASTER EGG HUNT	00105120.531050.	120.11
54852	STACEY DREYER	REIMBURSE TACT TRAINING EXP	00103222.531000.	123.16
54853	DUTTON ELECTRIC CO., INC.	REPAIR WIRING @ PRK CARETAKERS	00105380.541000.	162.75
54854	E&E LUMBER INC	SAND PAPER,AERATOR,SHELF BRACK	00101250.531000.	44.66
	E&E LUMBER INC	STAPLES	00105380.531000.	6.50
	E&E LUMBER INC	CONCRETE	00105380.531000.	8.63
	E&E LUMBER INC	GRAY PRIMER	00105380.531000.	22.96
	E&E LUMBER INC	FENCE BRACKETS,CONCRETE	00105380.531000.	42.49
	E&E LUMBER INC	BUCKETS,BOWL BRUSH,COMET,KNIFE	40142280.531000.	38.95
	E&E LUMBER INC	RESTROOM SUPPLIES	42047165.531700.	11.48
	E&E LUMBER INC	CEMENT REPAIR	42047165.531950.	34.34
54855	FENCE SYSTEMS NW INC	REMOVE,RELOCATE FENCE	40250594.563000.D0501	1,986.64
54856	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-HERZOG, R	00102020.549000.	140.00
	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-BUELL, J	40143410.549030.	159.00

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54857	EVERETT BARK & LANDSCAPING SUPPLY, I	3 YDS BARK	00105380.531000.	74.77
	EVERETT BARK & LANDSCAPING SUPPLY, I		00105380.531000.	74.77
	EVERETT BARK & LANDSCAPING SUPPLY, I		00105380.531000.	74.77
	EVERETT BARK & LANDSCAPING SUPPLY, I	4 YDS BARK	00105380.531000.	99.69
	EVERETT BARK & LANDSCAPING SUPPLY, I	5 YDS BARK	00105380.531000.	124.62
54858	THE DAILY HERALD COMPANY	SEASONAL POSTING-GOLF	42047061.544000.	316.00
	THE DAILY HERALD COMPANY		42047061.544000.	320.00
54859	EVERETT TIRE & AUTOMOTIVE	(4) TIRES	50100065.534000.	502.21
	EVERETT TIRE & AUTOMOTIVE	FRONT END ALIGNMENT	50100065.548000.	192.43
54860	CITY OF EVERETT	ANIMAL SHELTER MARCH 2009	00104230.551000.	2,392.00
54861	EVERGREEN PRINT SOLUTIONS	PAYMENT ARRANGEMENT FORMS	00143523.531000.	360.17
54862	EVERGREEN SAFETY COUNCIL	FLAGGER CERTIFICATION	00100310.531200.	1,049.00
	EVERGREEN SAFETY COUNCIL	FLAGGER CARD-KINNEY, H	10111230.549000.	15.00
54863	EXIDE	BATTERY CORE REFUNDS	501.141100.	-97.61
	EXIDE		501.141100.	-46.11
	EXIDE	BATTERIES W/CORE CHARGES	501.141100.	159.37
54864	FINANCIAL CONSULTING GROUP, INC.	PROFESSIONAL SERVICES 2/09	41046060.541000.	325.00
54865	FEDEX	SHIPPING EXPENSE	00100110.549000.	80.57
54866	FERRELLGAS	TANK RENTAL	10110130.531000.	13.56
	FERRELLGAS		10110564.531000.	13.57
	FERRELLGAS		40140980.531000.	13.56
	FERRELLGAS		41046060.531000.	13.56
54867	CHRIS BROWN	TRAINING-CARDON, MARK	50100065.549100.	150.00
54868	FRED PRYOR SEMINARS	TRAINING CANCELLATION FEE-GEMM	00102020.549000.	10.00
54869	LOIS GEIST	REIMBURSE MEAL EXPENSE	40143410.549000.	12.71
54870	GENERAL CHEMICAL CORP	ALUM SULFATE 12.25 DRY TON	40142480.531320.	4,283.50
54871	KRISTA GESSNER	WELLNESS CAMPAIGN EXPENSE	00100310.549011.	66.05
54872	GOLDEN CORAL	EMP APPRECIATION SUPPLIES 5/09	00100310.549010.	76.02
	GOLDEN CORAL	APRIL 2009 POTLUCK	10605250.549000.	108.50
54873	GRAINGER INC	TAPE,SAW BLADES	00100010.531000.	99.71
54874	GRAYBAR ELECTRIC CO INC	ELECTRICAL FLOOR BOX PART	00101250.531000.	19.28
	GRAYBAR ELECTRIC CO INC	WIRE STRIPPERS,SCREWDRVRS	50200050.531000.	64.06
54875	GREENSHIELDS INDUSTRIAL SUPPLY	BINDER BARS,BACKHOE BUCKET	10111230.531000.	91.97
54876	JOHN GUTENBERG	REFUND CLASS FEES	00110347.376004.	52.00
54877	HALSTROM & ASSOCIATES, INC.	3/09 LOBBYIST FEE	40143410.541000.	2,080.00
	HALSTROM & ASSOCIATES, INC.	4/09 LOBBYIST FEE	40143410.541000.	2,080.00
54878	GARY HARPER CONSTRUCTION, INC.	PAY ESTIMATE #7 LESS RETAINAGE	402.223400.	-642.49
	GARY HARPER CONSTRUCTION, INC.		40220594.563000.W0505	9,633.20
54879	HAWKS PRAIRIE VETERINARY HOSPITAL	VET SERVICES (CLAUDETTE)	00104230.541000.	52.10
54880	HD FOWLER COMPANY	RETURN METER GASKETS	401.141400.	-97.65
	HD FOWLER COMPANY	METER GASKETS	401.141400.	147.56
	HD FOWLER COMPANY	METER GASKET	401.141400.	206.15
	HD FOWLER COMPANY	RESETTERS	401.141400.	336.14
	HD FOWLER COMPANY	POLYMER LIDS,BOLT KITS	401.141400.	1,812.38
	HD FOWLER COMPANY	WATER LINE PART	40142480.548000.	2.11
	HD FOWLER COMPANY	SAND FILTER WATER LINE PARTS	40142480.548000.	26.22
	HD FOWLER COMPANY	STAKING FLAGS	501.141100.	21.70
	HD FOWLER COMPANY	PAINT MRKR STICK,WR METER	501.141100.	280.72
54881	HDR ENGINEERING, INC.	PAY ESTIMATE # 24	30500030.563000.R0502	2,994.33
54882	INFILCO DEGREMONT, INC.	LAMPS, BALLASTS	40142480.548000.	3,754.87
54883	DEPT OF INFORMATION SERVICES	TELECOMMUNICATION SRVCS	00104190.551000.	723.71
54884	ISA	MEMBERSHIP DUES-ALDERMAN	40142480.549000.	100.00
54885	ITE	(2) HANDBOOKS	001.231700.	-33.23
	ITE		00102020.531000.	419.63
54886	LIZ JANSSEN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00

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54887	TRACY JEFFRIES	REIMBURSE TRAVEL EXPENSE	00101130.543000.	374.99
54888	RYAN M. KEEFE	REIMBURSE MEALS-TRAINING	10111160.549000.	24.48
54889	KENWORTH NORTHWEST INC	AIR FILTERS	501.141100.	508.11
54890	KIDZ LOVE SOCCER INC	INSTRUCTOR SERVICES	00105120.541020.	288.00
	KIDZ LOVE SOCCER INC		00105120.541020.	324.00
	KIDZ LOVE SOCCER INC		00105120.541020.	432.00
	KIDZ LOVE SOCCER INC		00105120.541020.	540.00
	KIDZ LOVE SOCCER INC		00105120.541020.	648.00
	KIDZ LOVE SOCCER INC		00105120.541020.	1,188.00
54891	PAUL KINNEY	REIMBURSE JEANS EXPENSE	40143410.526300.	8.10
54892	LANCE KOTY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
54893	LAKESIDE INDUSTRIES	EZ STREET ASPHALT	40141380.549200.M0931	1,339.94
54894	LASTING IMPRESSIONS INC	SPRING SOCCER COACHES SHIRTS	00105120.531030.	710.41
	LASTING IMPRESSIONS INC	WOOL HATS,BEANIES	501.141100.	362.74
54895	LEANN LAYMAN	REFUND CLASS FEES	00110347.376004.	52.00
54896	LES SCHWAB TIRE CENTER	(5) TIRES	501.141100.	923.77
54897	DEPT OF LICENSING	BISSITT, ROBERT (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	EWING, JAMES (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LARSEN, ANNE-MARIE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LINDERHOVIUS, ROBERT (ORIG)	001.237020.	18.00
	DEPT OF LICENSING	LOPEZ, HUMBERTO (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SMITH, MICHELLE (ORIGINAL)	001.237020.	18.00
54898	LOWES HIW INC	CABLE TIES	00105120.531030.	41.62
54899	MACAULAY & ASSOCIATES INC	APPRAISAL SERVICES	30500030.563000.R0604	40,255.00
54900	STEPHANIE MARCOUX	WATER/SEWER CONSERV REBATE	40143410.549070.	50.00
54901	MARYSVILLE PRINTING	(1,000) TAGS	00103222.531000.	96.53
54902	CITY OF MARYSVILLE	SIGN PERMIT 09-0313	00105380.549000.	137.70
54903	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1635 GROVE	00100010.547000.	1,467.55
54904	MOORE MEDICAL CORP	EVIDENCE DOCUMENTS	00103222.531000.	267.89
54905	NATIONAL BARRICADE COMPANYY	(4) ABRUPT LANE EDGE SIGNS	10110564.531000.	729.12
54906	JON NEHRING	REIMBURSE TRAVEL EXPENSE	00100060.543000.	87.52
54907	NEXXPOST LLC	POSTAGE RATE CHIP UPDATE	00100110.531000.	63.51
	NEXXPOST LLC		00100310.531000.	63.51
	NEXXPOST LLC		00101023.531000.	63.51
	NEXXPOST LLC		00101130.531000.	63.51
	NEXXPOST LLC		00105515.531000.	63.51
	NEXXPOST LLC		00143523.531000.	63.51
54908	NORTH CENTRAL LABORATORIES	BUFFER SOLUTIONS	401.231700.	-4.43
	NORTH CENTRAL LABORATORIES		40142480.531330.	56.58
54909	NORTH COAST ELECTRIC COMPANYY	RETURN CABLE	40220594.563000.W0621	-434.00
	NORTH COAST ELECTRIC COMPANYY		40220594.563000.W0621	-310.00
	NORTH COAST ELECTRIC COMPANYY	WIRE CAT 5E OUTDOOR	40220594.563000.W0621	466.29
	NORTH COAST ELECTRIC COMPANYY	BELDEN 7929A CABLE	40220594.563000.W0621	553.73
54910	NORTHSTAR CHEMICAL INC.	650 GALS SODIUM HYPOCHLORITE	40140780.531001.	1,571.62
54911	NORTHWEST CASCADE INC	HONEY BUCKET-SOCCER FIELDS	00105120.531030.	258.95
	NORTHWEST CASCADE INC	HONEY BUCKET-SK8RPK	00105380.545000.	103.33
54912	VANCE P ODELL	PUBLIC DEFENDER	00105515.541040.	6,000.00
54913	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	10.58
	OFFICE DEPOT		00100020.531000.	41.79
	OFFICE DEPOT		00100110.531000.	35.21
	OFFICE DEPOT		00100310.531000.	69.59
	OFFICE DEPOT		00100310.531000.	73.79
	OFFICE DEPOT		00101130.531000.	76.71
	OFFICE DEPOT		00101130.531000.	105.96
	OFFICE DEPOT		00102020.531000.	28.71

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54913	OFFICE DEPOT	OFFICE SUPPLIES	00102020.531000.	41.79
	OFFICE DEPOT		00102020.531000.	92.85
	OFFICE DEPOT		00102020.531000.	131.91
	OFFICE DEPOT		00103121.531000.	80.00
	OFFICE DEPOT	RETURN MARKERS	00103222.531000.	-19.49
	OFFICE DEPOT	MARKERS	00103222.531000.	19.49
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	354.37
	OFFICE DEPOT		00104190.531000.	50.00
	OFFICE DEPOT	BROOM	00105250.531000.	12.33
	OFFICE DEPOT	OFFICE SUPPLIES	00105250.531000.	304.84
	OFFICE DEPOT		00105380.531000.	8.21
	OFFICE DEPOT		00105380.531000.	208.68
	OFFICE DEPOT		00143523.531000.	14.51
	OFFICE DEPOT		00143523.531000.	24.16
	OFFICE DEPOT		00143523.531000.	29.18
	OFFICE DEPOT		00143523.531000.	76.71
	OFFICE DEPOT		00143523.531000.	111.65
	OFFICE DEPOT		40140980.531000.	14.50
	OFFICE DEPOT		40143410.531000.	10.58
	OFFICE DEPOT		40143410.531000.	41.79
	OFFICE DEPOT		40143410.531000.	55.29
	OFFICE DEPOT	PENS NOT DELIVERED	50100065.531000.	-25.26
	OFFICE DEPOT	OFFICE SUPPLIES	50100065.531000.	1.18
	OFFICE DEPOT		50100065.531000.	6.97
	OFFICE DEPOT		50100065.531000.	25.26
	OFFICE DEPOT	PENS NOT DELIVERED W/ORDER	50100065.531000.	25.26
	OFFICE DEPOT	OFFICE SUPPLIES	50100065.531000.	126.45
	OFFICE DEPOT		50200050.531000.	1.18
	OFFICE DEPOT		50200050.531000.	6.97
54914	MONICA OLASON	INSTRUCTOR SERVICES	00105120.541020.	230.40
	MONICA OLASON		00105120.541020.	345.60
54915	PACIFIC TOPSOILS INC	ASPHALT DUMP	10110130.531000.	69.00
	PACIFIC TOPSOILS INC		10110130.531000.	69.00
	PACIFIC TOPSOILS INC	CONCRETE DUMP	10110130.531000.	102.00
	PACIFIC TOPSOILS INC	ASPHALT DUMP	40142680.531000.	69.00
	PACIFIC TOPSOILS INC		40142680.531000.	69.00
	PACIFIC TOPSOILS INC	CONCRETE DUMP	40142680.531000.	102.00
54916	RUSS PARKER	DRILLS,RIVETER,BIT SET,HOLDER	50100065.535000.	2,399.51
54917	THE PARTS STORE	PRIMER,PAINT	10111230.531000.	22.76
	THE PARTS STORE	PLASTIC TIES,SHURWASH	501.141100.	45.88
	THE PARTS STORE	OIL,FUEL & AIR FILTERS,ANTIFRE	501.141100.	189.15
	THE PARTS STORE	RETURN SHOCK ABSORBERS	50100065.534000.	-108.02
	THE PARTS STORE	RETURN DRAGLINK	50100065.534000.	-66.94
	THE PARTS STORE	MOUNTING GASKET	50100065.534000.	1.40
	THE PARTS STORE	TEMP SENDING UNIT	50100065.534000.	10.03
	THE PARTS STORE	SAW BELT	50100065.534000.	10.38
	THE PARTS STORE	THERMOSTAT	50100065.534000.	11.89
	THE PARTS STORE	SAW BELT	50100065.534000.	31.15
	THE PARTS STORE	BRK PAD SET,WHEEL SEAL	50100065.534000.	44.45
	THE PARTS STORE	SPARK PLUG WIRE SET	50100065.534000.	60.26
	THE PARTS STORE	DRAGLINK	50100065.534000.	66.94
	THE PARTS STORE	SPARK PLUGS,THERMOSTAT,GSKT	50100065.534000.	74.66
	THE PARTS STORE	SHOCK ABSORBERS	50100065.534000.	104.64
	THE PARTS STORE	DIST CAP,ROTOR,WIRE SET,PLUGS	50100065.534000.	129.53
	THE PARTS STORE	FR AXLE TRK BAR,TIE ROD ENDS	50100065.534000.	930.81

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 4/9/2009 TO 4/15/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54918	PERFECT TEN SPA FOR NAILS	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
54919	PERTEET ENGINEERING INC	PAY ESTIMATE # 31	30500030.563000.T0102	3,918.54
54920	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	36.98
	PETROCARD SYSTEMS INC		00102020.532000.	287.68
	PETROCARD SYSTEMS INC		00103222.532000.	4,000.19
	PETROCARD SYSTEMS INC		00105380.532000.	598.48
	PETROCARD SYSTEMS INC		10111230.532000.	1,809.42
	PETROCARD SYSTEMS INC		40143880.532000.	3,434.67
	PETROCARD SYSTEMS INC		40145040.532000.	50.84
	PETROCARD SYSTEMS INC		41046060.532000.	2,530.83
	PETROCARD SYSTEMS INC		42047165.532000.	26.87
	PETROCARD SYSTEMS INC		50100065.532000.	35.80
	PETROCARD SYSTEMS INC		50200050.532000.	93.26
54921	ED PHELPS	REIMBURSE MEALS-TRAINING	00105380.549000.	20.91
54922	PICK OF THE LITTER DESIGN, INC.	CONVERT MOVIE BANNER	00105120.531060.	97.50
54923	PUBLIC FINANCE INC.	LID ADMINISTRATION	00100011.549000.	102.11
	PUBLIC FINANCE INC.		45000085.549000.	945.07
54924	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #109-000-510-7	00101250.547000.	2,126.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #445-003-900-5	00103530.547000.	2,232.77
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #225-002-594-3	00105380.547000.	195.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #283-001-380-7	10110463.547000.	143.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #600-001-260-6	10110463.547000.	1,823.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #670-001-300-3	10110463.547000.	10,248.13
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #997-000-013-0	10111230.547000.	239.20
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #242-001-069-2	10111864.547000.	42.32
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #989-005-144-5	10111864.547000.	396.37
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-001-224-0	40140180.547000.	1,132.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #395-051-146-3	40142280.547000.	29.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #504-002-581-8	40142280.547000.	82.22
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #483-023-177-7	40142280.547000.	208.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #683-000-525-9	42047165.547000.	27.67
54925	PUGET SOUND ENERGY	ACCT #753-901-800-7	00100010.547000.	1,826.79
	PUGET SOUND ENERGY	ACCT #835-819-211-3	00101250.547000.	636.48
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	00103530.547000.	591.87
	PUGET SOUND ENERGY	ACCT #616-190-400-5	00105250.547000.	115.54
	PUGET SOUND ENERGY	1010 BEACH-UTILITY	00105580.547000.	566.95
	PUGET SOUND ENERGY	ACCT #922-456-500-3	40143780.547000.	156.21
	PUGET SOUND ENERGY	ACCT #435-851-700-3	40143780.547000.	1,063.00
	PUGET SOUND ENERGY	ACCT #433-744-264-6	42047267.547000.	107.40
54926	QAL TEK ASSOCIATES	NDG CALIBRATION,LEAK TEST	10111561.549200.M0906	250.00
	QAL TEK ASSOCIATES		40230594.563000.S R&R	250.00
54927	R&D PARK CREEK LLC	RECOVERY CONTRACT # 253 SEWER	401.253000.	80.02
	R&D PARK CREEK LLC	RECOVERY CONTRACT # 252 SEWER	401.253000.	356.50
54928	DARIN RASMUSSEN	REIMBURSE MEAL/MTG COSTS	00103010.549000.	11.70
54929	WASHINGTON STATE DEPARTMENT OF	1ST QTR LEASEHOLD TAX 2009	001.237050.	173.34
	WASHINGTON STATE DEPARTMENT OF		00100011.549000.	192.60
	WASHINGTON STATE DEPARTMENT OF		101.237050.	6.42
	WASHINGTON STATE DEPARTMENT OF		420.237050.	1,124.78
	WASHINGTON STATE DEPARTMENT OF		42047061.549000.	562.39
54930	RH2 ENGINEERING INC	PAY ESTIMATE # 13	40200034.560000.W0705	12,962.90
54931	ROSEMOUNT ANALYTICAL	PH SENSOR	40140180.548000.	525.68
	ROSEMOUNT ANALYTICAL		40140180.548000.	567.35
54932	JERAMIE ROTH	REIMBURSE LUNCH-TRAINING	00105380.549000.	25.66
54933	ROY ROBINSON CHEVROLET	4 WAY HAZARD SWITCH	50100065.534000.	23.07
54934	SCIENTIFIC SUPPLY & EQUIPMENT INC	OVEN THERMOMETER	40142480.531330.	74.56

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 4/9/2009 TO 4/15/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54935	SETINA MFG CO INC	PB5-PITBARS	50100065.534000.	346.78
54936	SISKUN POWER EQUIPMENT	SAW REPAIR WORK DONE	50100065.548000.	93.45
54937	SIX ROBBLEES INC	SAFETY CHAIN	501.141100.	31.99
54938	SMOKEY POINT CONCRETE	CONCRETE	10110361.531000.	774.69
54939	SNOHOMISH COUNTY FINANCE DEPARTME	DUMP FEES	00105380.547000.	49.00
54940	SNOHOMISH HEALTH DISTRICT	MEDICAL CARE	40143410.541000.	79.00
54941	SONITROL	MONITORING SERVICES 4/09	00100010.541000.	89.00
	SONITROL		00100010.541000.	102.00
	SONITROL		00103530.541000.	120.00
	SONITROL		00103530.541000.	173.00
	SONITROL		00105250.541000.	126.00
	SONITROL		00105380.541000.	116.00
	SONITROL		00105580.541000.	20.00
	SONITROL		00105580.541000.	125.00
	SONITROL		40142480.541000.	102.00
	SONITROL		40142480.541000.	114.00
	SONITROL		40142480.541000.	114.00
	SONITROL		40143410.541000.	82.00
	SONITROL		40143410.541000.	117.00
	SONITROL		40143410.541000.	173.00
54942	JOHN SORIANO	REIMBURSE METRO COSTS	00100060.543000.	5.00
54943	SOROPTIMIST OF MARYSVILLE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
54944	SOUND HARLEY DAVIDSON	MOTORCYCLE REPAIRS	00103222.548000.	8.66
	SOUND HARLEY DAVIDSON		00103222.548000.	314.96
	SOUND HARLEY DAVIDSON		00103222.548000.	1,479.91
54945	SOUND PUBLISHING INC	ACCT #88522149-ENG DEPT	30500030.563000.R0301	125.60
	SOUND PUBLISHING INC		40145040.553100.	53.88
54946	SOUND SAFETY PRODUCTS CO INC	GLOVES,EARPLUGS	501.141100.	205.40
	SOUND SAFETY PRODUCTS CO INC	SWEATSHIRTS,T-SHIRTS	501.141100.	390.96
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR	501.141100.	428.05
	SOUND SAFETY PRODUCTS CO INC	T-SHIRTS	501.141100.	623.80
54947	SPORT SUPPLY GROUP INC	CLUB SOCCER GL NETS	00105120.531030.	496.16
	SPORT SUPPLY GROUP INC	ENTIRE SOCCER FIELD SETS	00105120.531030.	650.70
54948	SPRINGBROOK NURSERY	12 YDS BARK	00105380.531000.	406.73
54949	STRATEGIES 360 INC	PROFESSIONAL SERVICES	00100110.549000.E0801	15,000.00
54950	SUBURBAN PROPANE	PROPANE 368.1 GALLONS	00105380.547000.	1,627.42
54951	SUNSET BOULEVARD PROPERTY LLC	RECOVERY CONTRACT #253-SEWER	401.253000.	80.02
	SUNSET BOULEVARD PROPERTY LLC	RECOVERY CONTRACT #252-SEWER	401.253000.	356.51
54952	DESI SZECHENYI	REIMBURSE LUNCH-TRAINING	00105380.549000.	21.54
54953	ANN TANIS	REFUND CLASS FEES	00110347.376009.	60.00
54954	TAYLORMADE	WEDGE	420.141100.	214.62
54955	TESSCO TECHNOLOGIES	(6 EA) ANTENNA & CABLE	501.141100.	223.85
54956	RICHARD THOMAS	REFUND CLASS FEES	00110347.376009.	30.00
54957	TIDMORE FLAGS	(6) CITY OF MARYSVILLE FLAGS	501.141100.	1,091.43
	TIDMORE FLAGS		501.231700.	-86.43
54958	TITLEIST	GOLF BALLS	420.141100.	275.15
54959	TORO NSN	IRRIGATION COMPSOFTWARE LEASE	42047165.531920.	199.00
54960	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS 2/09	40143410.541000.	2,961.61
54961	TRAVEL ADVANCE FUND	BLDG OFFICIAL CONFERENCE-MOORE	00102020.549000.	434.40
	TRAVEL ADVANCE FUND	SWAT BASIC-WOOD	00103222.543000.	58.50
	TRAVEL ADVANCE FUND	SWAT BASIC-VANDENBERG	00103222.543000.	253.50
	TRAVEL ADVANCE FUND	SWAT BASIC-FORSLOF	00103222.549100.	253.50
54962	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG 3/27 (4)	00100060.549000.	69.00
	THE GREATER MARYSVILLE TULALIP		00100720.549000.	23.00
54963	KEN TYACKE	REIMBURSE MEAL-TRAINING	10111160.549000.	22.53

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/9/2009 TO 4/15/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
54964	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	16.86
54965	UNITED RENTALS	CONCRETE BLADE	10110130.531000.	205.07
	UNITED RENTALS	ASPHALT BLADE	10110130.531000.	317.91
54966	VERIZON NORTHWEST	ACCT #102746380105	00104000.542000.	98.03
	VERIZON NORTHWEST	ACCT #103957234007	40142480.542000.	64.08
	VERIZON NORTHWEST	ACCT #1109792481505	40143410.542000.	74.92
54967	VOLUNTEERS OF AMERICA	INFORMATION FLYER	001.231700.	-4.52
	VOLUNTEERS OF AMERICA		00104190.531000.	57.02
54968	WASHINGTON STATE TREASURER	FORFEITED PROPERTY (1STQTR09)	643.213400.	337.66
54969	WATER MANAGEMENT LABORATORIES INC	MICROSCOPIC EXAMS	40142480.541000.	510.00
54970	WATERSHED, INC	JACKET-LEE, DOUG	00103222.526000.	121.66
54971	WEST PAYMENT CENTER	2009 WEST INFO USEAGE CHARGES	00105515.549000.	225.70
	WEST PAYMENT CENTER	WA PRACTICE V11/V11A JURY INST	00105515.549000.	281.23
54972	WESTERN EQUIPMENT DISTRIBUTORS	THROTTLE CABLE AND CONTROL	42047165.548000.	149.18
54973	WESTERN FACILITIES SUPPLY INC	RESTAURANT JANITORIAL SUPPLIES	42047165.531700.	79.76
54974	WA WILDLIFE & RECREATION COALITION	09 ANNUAL DUES-BALLEW	00105380.549000.	250.00
54975	CARL WINELAND	REIMBURSE MEAL-TRAINING	10111160.549000.	27.75
<b>WARRANT TOTAL:</b>				<b><u><u>258,513.54</u></u></b>
<b>VOID</b>				
<b>CHECK # 50025      CHECK LOST IN MAIL</b>				<b>(119.50)</b>
				<b><u><u>258,394.04</u></u></b>

**REASON FOR VOIDS:**

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 27, 2009**

AGENDA ITEM: Contract Acceptance: 88 <sup>th</sup> Street Lift Station Panel Replacement, Dahl Electric, Inc.	AGENDA SECTION: New Business
PREPARED BY: Ryan Morrison, Engineering Technician	APPROVED BY: <i>sc</i>
ATTACHMENTS: • Location Map	
	MAYOR      CAO
BUDGET CODE: 40142280.548000 M0840	AMOUNT: N/A

**DESCRIPTION:**

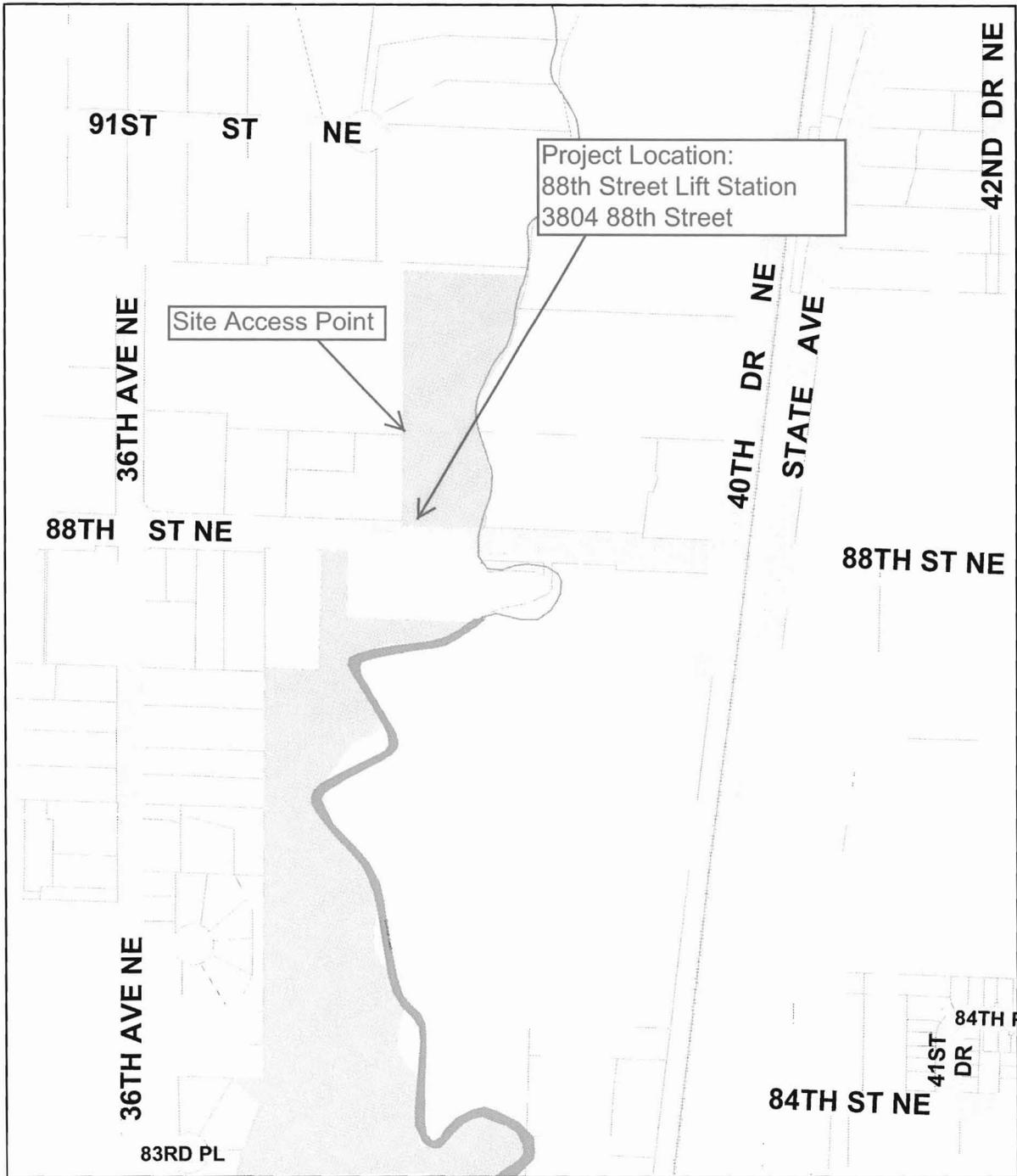
The 88<sup>th</sup> Street Lift Station Panel Replacement Project was awarded to Dahl Electric, Inc. on July 14, 2008 for the amount of \$91,357.00 including WSST. The project contract was completed at a total cost of \$91,357.00.

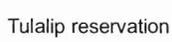
The work performed under this contract, including “punch list” items, has been inspected by the City and is certified to be physically complete on March 2, 2009 in accordance with the approved plans and specifications.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to accept the 88<sup>th</sup> Street Lift Station Panel Replacement Project, marking the initiation of the 45-day lien filing period for project closeout.

**COUNCIL ACTION:**



- Trails
- ▲ Places
-  Urban growth area
-  City parks and open space
-  Marysville city limits
-  Tulalip reservation

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 27, 2009**

AGENDA ITEM: RH2 PSA Supplement No. 1 Sunnyside Well Project	AGENDA SECTION: New Business	
PREPARED BY: David Zull, Project Manager	APPROVED BY: <i>x</i>	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• PSA Supplement No. 1 between Marysville and RH2</li> <li>• Map Exhibit</li> </ul>	MAYOR	CAO
	AMOUNT: \$5,000.00	
BUDGET CODE: 40220594.563000 W0705		

**DESCRIPTION:**

This Supplemental agreement is needed to provide the City with additional design services that include preparation of specifications for a replacement pump at Sunnyside Well #2. When the original agreement was drafted it was not known at that time that a new pump would be needed to replace the existing one.

**Design Contract:**

	Amount	Date
Original contract Amount:	\$ 74,016.00	April 15, 2008
Supplement #1	<u>\$ 5,000.00</u>	
<b>Proposed Revised Contract Amount</b>	<b>\$ 79,016.00</b>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the PSA Supplement No. 1 with RH2 Engineering in the amount of \$5,000.00.

**COUNCIL ACTION:**

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE  
AND  
RH2 ENGINEERING, INC.**

This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the City of Marysville, hereinafter called the "City" and RH2 Engineering, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for Consultant Work on City's Sunnyside Wells, hereinafter called the "Project," said Agreement being dated April 15, 2008; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide technical specifications for a new well pump at pump station #2 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 15, 2008, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the third sentence is amended to include the additional Consultant fee of \$5,000.00 and shall read as follows: "...shall total payment under this agreement exceed \$79,016.00."

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

Original Agreement	\$74,016.00
Supplemental Agreement No.1	<u>\$ 5,000.00</u>
Grand Total	\$79,016.00

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by December 31, 2009.

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

RH2 Engineering, Inc.

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

By: *Tony V. Paul*  
Its *Vice President*

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

# Exhibit A1

## City Of Marysville

### Sunnyside Wells Rehabilitation and Replacement

### Supplemental Agreement No. 1

### Scope of Services

March 2009

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#### PROJECT BACKGROUND AND PURPOSE

The City of Marysville (City) currently owns and operates the Sunnyside Wells. Well No. 1 has an instantaneous water right of 1,000 gallons per minute (gpm) and an annual withdrawal right of 1,344 acre-feet. Well No. 2 has an instantaneous water right of 1,000 gpm and an annual withdrawal right of 1,176 acre-feet. According to the City's *Comprehensive Water System Plan*, Well No. 1 was pumped dry during summer droughts in 1977 and 1980 and decommissioned in March 2007. Well No. 2 has also experienced declining performance and now only operates as an emergency source in the event that the Everett to Marysville pipeline is off-line. When activated, the Sunnyside Wells pump directly into the 360 Zone and provide supply to the Sunnyside and Cedarcrest Reservoirs. Well No. 2 has been reclassified for secondary use and is chlorinated whenever it is in operation.

During investigation into the decline of the yield from Well No. 2, it was discovered that the pump was worn out. The City desires to bid for a replacement pump. This Scope of Services includes the tasks necessary to provide the City with a technical specification and review services for this replacement pump.

#### SCOPE OF SERVICES

##### TASK 1: ADDITIONAL WORK

**Objective:** To provide professional services for providing specifications, bidding support and submittal review for the replacement pump.

##### Approach

- 1.1 *Design Services* – Create and provide the technical specifications in Word and PDF format for the City's use.
- 1.2 *Services During Bidding and Construction* – Respond to bidder's questions and review pump submittals from the selected contractor.

#### FEE ESTIMATE

This additional work can be completed for a fee authorization not to exceed \$5,000.



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 27, 2009**

AGENDA ITEM: Professional Services Agreement with Pipe Experts LLC on the Trunk A Sewer Inspection Project	AGENDA SECTION: New Business	
PREPARED BY: David Zull, P.E., Project Manager	APPROVED BY: 	
ATTACHMENTS:  • Professional Services Agreement		
	MAYOR	CAO
BUDGET CODE: 40230594.563000 S0902	AMOUNT: \$289,756.00	

**DESCRIPTION:**

The City's sewer Trunk A has been in the ground serving the city for 40 years. It is now time to do a thorough inspection to determine if any maintenance work needs to be done to protect the City's investment.

This Professional Services Agreement with Pipe Experts will provide the City with the needed inspection services for our Trunk A Sewer utilizing multi-sensors (3D Laser, Sonar, H2S and CCTV). Red Zone Robotics is the only company in America that has the equipment needed to perform the needed multi-sensor inspections and Pipe Experts is the only company on the west coast authorized to use their equipment. Seattle, Spokane and other City's within Washington have utilized Pipe Experts to do multi-sensor inspections (and they continue to use their services) on their large diameter sewers. The unit prices quoted in our proposed contract are the same as what Spokane got last year, so staff feels comfortable with the price quote.

This agreement will cover the portion of Trunk A from 132<sup>nd</sup> Street to our head works at the lagoon (all 36 inch diameter and larger). Red Zone has expressed a desire (should this agreement be approved) to also inspect the remainder portion of Trunk A (from 132<sup>nd</sup> to 172<sup>nd</sup> Street) **for free** to test brand new equipment (state of the art) that will handle smaller diameter pipes. They have done other tests with this new equipment in other parts of the country and they are very pleased and excited about the results.

**RECOMMENDED ACTION:**

Staff recommends that the Council authorize the Mayor to sign Professional Services Agreement with Pipe Experts LLC in the amount of \$289,756.00.

**COUNCIL ACTION:**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND PIPE EXPERTS, LLC  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and PIPE EXPERTS, LLC, a Washington Limited Liability Corporation, hereinafter called the "Consultant."

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

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with Multi-Sensor inspection services of the City's Trunk A Sewer as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached Exhibit A and involves the inspection of the City's Trunk A Sewer using Multi-Sensors including Sonar, H2S, 3D Laser and CCTV. All the 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 when fully executed and shall complete the work within 30 calendar days, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the

time of execution of this agreement.

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

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

III.6 **INDEMNITY.**

a. The 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 Engineer 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 damages 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, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

III.8        **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational

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

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

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

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

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

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

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

#### ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be made based on the attached Schedule for Payment (see Exhibit A) of work completed, but in no event shall total payment under this agreement exceed \$289,756.00. In the event the City elects to expand the scope of services from that set forth in this agreement, 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 a detailed description of the work performed, and the percentage of work completed. 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  
David L. Zull  
80 Columbia Avenue  
MARYSVILLE, WA 98270

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

Dennis Smith  
Pipe Experts, LLC  
855 Trospen Rd. SW 108-190  
Tumwater, WA98512-8108

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.

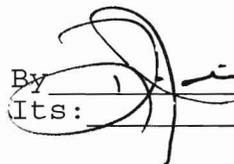
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Approved as to form: CITY OF MARYSVILLE

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

\_\_\_\_\_  
Grant K. Weed, City attorney

PIPE EXPERTS, LLC

By  \_\_\_\_\_  
Its: Dennis Smith  
President

# ***PIPE EXPERTS LLC***

*"The Experts in Pipe Assessment"*

March 24, 2009

Mr. David L. Zull PE  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

360.363.8282 Office  
360.363.8284 Fax  
Dzull@marysvillewa.gov

## **RE: WA Marysville Sewer Pipeline Assessment - Trunk A - Attachment A**

Dear Mr. Zull:

We thank you for considering Redzone technology and welcome the opportunity to work together. The collected data is post processed providing an expanded range of **measurable information** to assist in making better rehabilitation and asset management decisions.

The various size sewer sections can be inspected using a combination of the following sensors: Digital CCTV, Sonar, H<sub>2</sub>S Gas/Temp. and Spinning 3DLaser, depending on flow levels and dry space area above the flow.

### **Benefits & Highlights include:**

- **Long haul capability** – with a standard cable over a mile long (6,500 LF) and capabilities to go both upstream and downstream, it's now possible to inspect more pipe with fewer access locations reducing overall costs associated with road and access requirements.
- **One Pass Complete Pipe Coverage** – allows for an ***in-service*** inspection both above and below the flow level using multiple sensors including CCTV, Sonar, Laser and Gas all ***collecting synchronized data at the same time*** on a stable platform that provides measurable data and reducing overall costs versus getting the data from separate and additional deployments that may not match up.

We are pleased to submit our price schedule for the above referenced project with the options that were discussed.

Proposed Schedule: TBD, March- April 2009

Payment Terms: TBD

Final Report Delivery: 30-days after deployment completion

If you have any questions or require any other information, please feel free to contact our office.

Regards,

***Dennis Smith***

Dennis Smith  
President  
Pipe Experts LLC

Pipe Experts LLC  
855 Troser Rd SW 108-190 Tumwater, WA 98512  
360-943-5840 Fax 360-943-5865  
WA# PIPEEL\*011NF OR# 143568

# RESPONDER

Robotic Platform

## WA Marysville Sewer Pipeline Assessment - Trunk A

### Project Scope

The scope of work includes the inspection of approximately 23,796 LF of 36-inch through 48-inch diameter, including approximately 4,258 LF of 36-inch, 10,219 LF of 42-inch and 9,319 LF of 48-inch diameter sewers to be completed in one (1) mobilization and one (1) phase. . The pricing schedule includes provisions for using the Responder robotic system using multi-sensors including Digital CCTV, Sonar, H2S Gas/Temp.and 3D Spinning Laser in the pipe segments.

**Table 1. Budget Schedule of Values**

Item Description	Est.Qty	Unit	Unit Price	Total Cost
<b>BASE BID: Responder Robot - Tracked System Full Sensors</b>				
Mobilization / De-Mobilization of Responder System	1	Lump Sum	\$30,000.00	Waived
Access Insertion Set-up	6	EA	\$3,000.00	\$18,000.00
Deployment & Transport of Multiple Sensors using Robotic system	23,796	LF	\$6.00	\$142,776.00
Post Processing of all Collected Data – CCTV	23,796	LF	\$1.50	\$35,694.00
Post Processing of all Collected Data – SONAR	23,796	LF	\$1.00	\$23,796.00
Post Processing of all Collected Data – H2S Gas/Temp	23,796	LF	\$0.50	\$11,898.00
Post Processing of all Collected Data – Laser Sensor	23,796	LF	\$2.00	\$47,592.00
Final Report & Software Viewer	1	EA	\$7,500.00	\$7,500.00
Force Account for Traffic Control or other unknowns if Needed	1	EA	\$2,500.00	\$2,500.00
SUB-TOTAL BASE BID				\$289,756.00

### SUPPLEMENTAL SPECIFICATIONS (Section 1-3)

#### 1. INSPECTION SCOPE OF SERVICES

Pipe Experts LLC and RedZone Robotic Services shall provide all the labor, equipment, and material to provide the following scope of work services:

#### REDZONE BUDGET PRICING TO INCLUDE:

- 1.1. RedZone shall provide either the RESPONDER (Digital Hydraulic Tracked Platform) large diameter pipe inspection system and or the RedZone RAFT (Digital RedZone Assessment Floating Transport), a trained operating crew, analyst, and the necessary appurtenances to access and collect data for the various size sewers utilizing a combination of SONAR technology below the flow line, DIGITAL CCTV, SPINNING 3D LASER sensors above the flow as required and or directed.
- 1.2. The scope of work includes the inspection of approximately 23,796 LF of 36-inch through 48-inch diameter, including approximately 4,258 LF of 36-inch, 10,219 LF of 42-inch and 9,319 LF of 48-inch diameter sewers to be

completed in one (1) mobilization and one (1) phase. . The pricing schedule includes provisions for using the Responder robotic system using multi-sensors including Digital CCTV, Sonar, H2S Gas/Temp.and 3D Spinning Laser in the pipe segments.

Diameter (Inches)	Length (Linear Feet)
36	4,258
42	10,219
48	9,319

- 1.3. Redzone shall provide all the necessary computer hardware and software to analyze and present the inspection data in a format easily understood for analysis.

**NOT INCLUDED IN BUDGET PRICING:**

- 1.4. Others to assist in providing a minimum of 24-inch clear access opening for each manhole or entry for Responder to access the system including temporary removal of frame/cover if not full 24-inch opening or grinding of castling frame or MH steps as required.
- 1.5. Others will facilitate traffic control and/or permits as required in the designated scope of work areas.
- 1.6. Unusual or unique access manholes, vaults or shafts for deployment that require non-standard means/methods and or equipment for insertion and inspection purposes.

**2. PRICE SCHEDULE OF VALUES**

**2.1. Mobilization / Demobilization**

This includes all costs associated with the mobilization and demobilization of the Responder robotic system and equipment, trained engineering technicians and deployment crew.

**Access Insertion Set-up**

This includes all costs associated with the set-up and insertion of the Responder robotic system into the pipeline to be inspected.

**Deployment of Responder System & Data Collection**

This includes all labor, equipment and material required to deploy the Responder robotic system and transport any combination of the following sensor including Sonar, Digital CCTV, H2S Gas/Temp and 3D Spinning Laser sensors to collect data within the designated pipe section.

**Post Processing of Data**

This includes all labor, equipment and material required to post process the sensors used including; DIGITAL CCTV; SONAR; H2S GAS/TEMP.SPINNING 3D LASER sensors. Sonar data is collected the entire segment depending on flow conditions. The Laser data is scanned and collected at varied intervals depending on the pipe size to obtain continuous precision coverage for each scan depending on pipe and flow conditions and as directed. The CCTV and H2S GAS/TEMP sensor is used above the flow for continuous coverage for visual observation and defect coding.

### **Final Report & Software Viewer**

An external hard drive that contains all of the analyzed inspection data will be delivered and provided along with the required software to view the data. Separate standard data reports from each sensor will be provided.

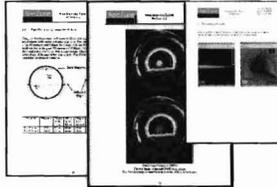
### **NOTE: Schedule of Values and Price Variance**

A schedule of values has been provided herein for the scope of work and services to take into consideration the varying pipe and flow conditions and sensors that can be used for data processing in cases where a sensor could not be used or as not directed. In addition, the budget price range is a guide of services and costs range depending on the level of detail required in the pipeline condition assessment.

## **3. FUTURE CONDITION**

### 3.1. Purposefully left blank

*Digital Reports for each Sensor Used*



## TERMS AND CONDITIONS (BEGIN SECTION 4 THRU 9)

### 4. DEFINITIONS & GENERAL

4.1. Purchaser: City of Marysville

4.2. Seller: Pipe Experts LLC

**4.3. Terms: 50% due upon completion of inspections (invoice 30 days) and balance upon receipt of final report (invoice - 30 days)**

### 5. GENERAL

5.1. Insurance: Pipe Experts will maintain liability insurance for duration of project naming Purchaser as Cert Holder and Additional Insured. Limits are specified on existing policy.

5.2. Terms of Payment: As listed in above proposal.

5.3. Liability Limitations: Purchaser shall limit Seller's liability to gross negligence, willful misconduct and breach of contract. Seller shall limit Purchaser's liability to gross negligence, willful misconduct and breach of contract. Breach of contract damages are limited to fees paid.

### 6. RESPONSIBILITY OF THE PURCHASER OR IT'S REPRESENTATIVES

6.1. Access to available system maps, construction plans, flow data, any videotapes, as built, maintenance history and or previous inspection data for the pipeline to be inspected.

6.2. Information on known problems, designs or conditions within the pipeline to be examined so that proper field procedures can be used, and necessary precautions can be taken during the inspection process to avoid loss of equipment.

6.3. Facilitate physical, safe and legal access to manholes needed for deployment to the pipeline to be inspected. Open any sealed, vented or other non-standard manholes, and reinstall and or reseal them as necessary after the inspection is complete. Locate and expose such manholes as are not visible, not accessible, or are partially or completely covered.

6.4. Provide at least 24 in. access suitable for entry of the RESPONDER robotic system.

6.5. Facilitate safe road access to entry access hole for Responder Truck.

6.6. Provide access for Responder Truck to entry access hole.

6.7. Facilitate provisions for any traffic control necessary for deployment unless otherwise specified in the Inspection Scope of Services.

## 7. RESPONSIBILITY OF SELLER (PIPE EXPERTS LLC)

- 7.1. Pipe Experts / Redzone will provide the RESPONDER large diameter pipe inspection system including the RAFT RedZone Assessment Floating Transport if required due to high flow levels or heavy debris, a deployment robotic technician, a deployment robotic engineer, and other deployment technicians, subcontractors, etc..as required. The equipment used will include sensing capabilities and or work attachments as listed in the inspection scope of services.
- 7.2. RZS will provide the necessary computer software to view the inspection data listed in the inspection scope of services in a form for analysis.
- 7.3. Inspection data listed in the inspection scope of services will delivered as specified in the above listed proposal. RZS will provide software to allow a complete run through of the as-collected data.
- 7.4. Laser, CCTV, Gas, and photographic data can only be collected above the water level. Laser data is generally most accurate when inspecting pipe with a minimum of 30-inch dry head room above the flow.
- 7.5. Sonar data can only be collected under the water level and generally requires a minimum depth of water of 18 inches.

## 8. PIPELINE INSPECTION PERFORMANCE

- 8.1. Where progress is delayed or halted beyond Pipe Experts / RZS's control by such causes as, but not limited to: weather, access, traffic, flow, blockage, or others, these circumstances will not be cause for contract termination.
- 8.2. Certain pipeline construction, operating environments, and field conditions may limit, interfere, or prohibit Pipe Experts / RZS from obtaining data or performing work. Some of these may be, but not limited to, surface access, manhole construction, manhole chamber construction, chamber to pipeline interface, vertical, and or horizontal lay of the pipeline, blind bends, obstructions, debris, lateral connections, flow levels and velocity, transported materials, flow monitors, electrical interference, cables, or other structures or conditions.
- 8.3. If the robot cannot pass through the entire section of the pipeline (blockage, etc.), Contractor at the Engineer's direction, if possible, shall reset the equipment at a downstream manhole, and attempt to inspect the section from the opposite direction. If the robot again fails to pass through the blocked section, the inspection of that pipe section shall be temporarily suspended.
- 8.4. Temporary delays on start of work, or interim delays, shall not be cause for termination of contract. Pipe Experts / RZS will provide written notification of any schedule departures.

9. DATA

9.1. Purchaser shall receive a report and other deliverables in accordance with the scope of services described above. Except as set forth below, the data and information (the "Data") about Purchaser's pipes, properties and facilities collected or obtained by Seller during the course of performing the Work belongs to and is the confidential and proprietary information of Purchaser. Notwithstanding the foregoing, (i) Seller shall be entitled to retain and use the Data to provide future services to Purchaser and (ii), without disclosing the Data to any third party in an uncompiled fashion or as belonging or relating to Purchaser, Seller may retain, store, use and compile the Data with comparable data from other parties in an aggregate fashion to create a database that Seller may use, process and analyze to provide predictive, diagnostic and other services to other parties.

Acceptance of Pipe Experts LLC Proposal, Special Terms and Conditions

\_\_\_\_\_

Print name

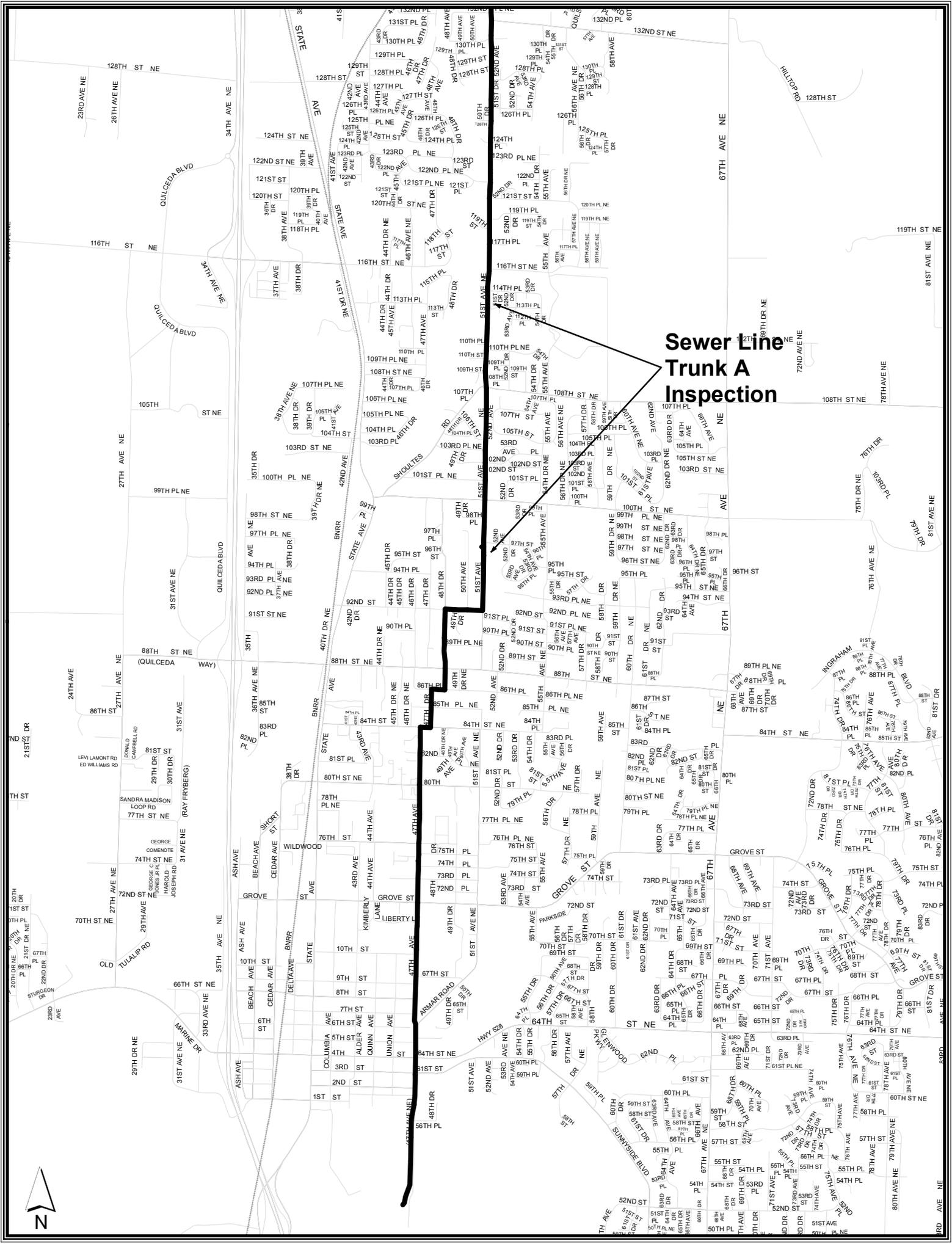
\_\_\_\_\_

Date

\_\_\_\_\_

Signature

# Sewer Line Trunk A Inspection



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** April 27, 2009

<b>AGENDA ITEM:</b> WSDOT SR 531, Cougar Creek Culvert Repair Property Acquisition and Temporary Construction Easement	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> John A. Cowling, PE, Asst. Public Works Director/City Engineer	<b>APPROVED BY:</b> <i>[Signature]</i>	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Real Property Voucher</li> <li>• Quit Claim Deed</li> <li>• Temporary Easement</li> <li>• Real Estate Excise Tax Affidavit</li> <li>• Exhibit Map</li> </ul>		
	MAYOR	CAO
<b>BUDGET CODE:</b> N/A	<b>AMOUNT:</b> N/A	

**DESCRIPTION:**

Washington State Department of Transportation intends to construct permanent repairs to the culvert under SR 531 at Cougar Creek. To accommodate this new larger box culvert WSDOT needs to acquire Right of Way and secure Temporary Construction Easements from City owned property at the Edward Springs Reservoir site. City staff reviewed the Administrative Offers submitted by WSDOT and found the offer to be within reason.

Total compensation for Parcel Acquisition and Temporary Construction Easement is as follows:

Parcel	Land Acquisition	Temp Easement	Compensation
#1-23083 (Ed Springs Reservoir site)	4,050 s.f.	4,050 s.f.	\$3,400.00

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the Real Property Voucher, Quit Claim Deed, Temporary Easement and Real Estate Excise Tax Affidavit to accommodate construction of the SR 531 Cougar Creek Culvert Replacement Project by WSDOT.

**COUNCIL ACTION:**

**REAL PROPERTY VOUCHER**

AGENCY NAME  DEPARTMENT OF TRANSPORTATION Real Estate Services P. O. Box 47338 Olympia, WA 98504-7338			I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the State of Washington, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant, and also that the number shown hereon is my correct taxpayer identification number.						
GRANTOR OR CLAIMANT (NAME, ADDRESS)   TIN/SSN <b>City of Marysville</b> <b>Attn: John Cowling</b> <b>80 Columbia Avenue</b> <b>Marysville, WA 98270-5130</b>			SIGNATURE (IN INK) AND INCLUDE SSN/TIN FOR EACH CLAIMANT  <div style="text-align: center;"><b>City of Marysville, a municipal corporation</b></div>				DATED		
PROJECT NO. AND TITLE <b>A53120A</b>  <b>SR 531, E. Lk. Goodwin Rd. to 3rd Ave. NE</b>			X  <b>Dennis L. Kendall, Mayor</b>				DATED		
FEDERAL AID NO. <b>F-531 ( )</b>		PARCEL NO. <b>1-23083</b>							
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:							DATED	\$ AMOUNT	
<b>Quitclaim Deed and Temporary Easement</b>									
<b>LAND:</b>									
<b>Approx. 4,050 sf of land in fee and approx. 4,050 sf in temp esmt</b>							+	<b>\$3,400.00</b>	
<b>IMPROVEMENTS:</b>							+		
<b>DAMAGES:</b>									
<b>Cost to Cure</b>							+		
<b>Proximity</b>							+		
<b>Other</b>							+		
<b>SPECIAL BENEFITS</b>							-		
<b>JC (Just Compensation) Amount</b>								<b>\$3,400.00</b>	
<b>REMAINDER:</b>									
<b>Uneconomic Remnant</b>							+		
<b>Excess Acquisition</b>							+		
<b>DEDUCTIONS:</b>									
<b>Amount Previously Paid</b>							-		
<b>Performance Bond</b>							-		
<b>Salvage Amount</b>							-		
<b>Pre Paid Rent</b>							-		
<b>Other</b>							-		
<b>ADMINISTRATIVE SETTLEMENT</b>							+		
<b>STATUTORY EVALUATION ALLOWANCE</b>							+		
<b>ESCROW FEE</b>							+		
<b>REAL ESTATE EXCISE TAX</b>							+		
<b>OTHER:</b>							+		
PARCEL NO.	JOB NUMBER WORK ORDER    GROUP		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART	TOTAL DOLLARS	
<b>1-23083</b>	<b>RW5083    01</b>		<b>0221</b>	<b>JE 20</b>	<b>312930</b>	<b>413001</b>		<b>\$3,400.00</b>	
Performance Bond			B/S Account-A592						
<b>TOTAL -----&gt;</b>								<b>\$3,400.00</b>	
ACQUISITION AGENT  <b>Ron V. Sharp</b>					DATE		Voucher No.		TOTAL AMOUNT PAID  <b>\$3,400.00</b>
DIRECTOR OF REAL ESTATE SERVICES					DATE				

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

*Document Title: Quitclaim Deed*  
*Reference Number of Related Document: N/A*  
*Grantor(s): City of Marysville*  
*Grantee(s): State of Washington, Department of Transportation*  
*Legal Description: Ptn of the SW<sup>1</sup>/<sub>4</sub> of Section 24, T31N, R4E, WM*  
*Additional Legal Description is on Page(s) 4 of Document.*  
*Assessor's Tax Parcel Number(s): 310424-003-006-00*

### QUITCLAIM DEED

State Route 531, E. Lk. Goodwin Rd. to 3rd Ave. NE

The Grantor, the CITY OF MARYSVILLE, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and quitclaims to the **State of Washington, Department of Transportation**, the following described real property, and any after acquired interest therein, situated in Snohomish County, State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions,  
see Exhibit A attached hereto and made a part hereof.

Also, the Grantor requests the Assessor and Treasurer of said County to set over to the remainder of the hereinafter described PARCEL "A", the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070.

**QUITCLAIM DEED**

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

Date: \_\_\_\_\_, 2009

CITY OF MARYSVILLE,  
a municipal corporation

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

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

By: \_\_\_\_\_  
Mike Palazzo  
Director, Real Estate Services

Date: \_\_\_\_\_



# QUITCLAIM DEED

## EXHIBIT A

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 143+15 on the SR 531 line survey of SR 531, E. Lk. Goodwin Rd. to 3rd Ave. NE and 20 feet southwesterly therefrom; thence southwesterly to a point opposite said HES 143+15 and 50 feet southwesterly therefrom; thence northwesterly parallel with said line survey to a point opposite HES 144+50 thereon; thence northeasterly to a point opposite said HES 144+50 and 20 feet southwesterly therefrom; thence southeasterly parallel with said line survey to the point of beginning.

### PARCEL "A"

That portion of the southwest quarter of Section 24, Township 31 North, Range 4 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the southwest corner of the southwest quarter of said Section 24; thence east on the section line 993.05 feet; thence North 02°18'28" West 60 feet; thence South 88°57'30" East to intersect with the southwesterly margin of county road; thence northerly along said margin of county road to intersect the north line of the south half of the southwest quarter of Section 24; thence North 88°57'30" West 1,276.5 feet to the northwest corner of the southwest quarter of the southwest quarter of said Section 24; thence south to the southwest corner of said section and the point of beginning.

The lands herein described contain an area of 4,050 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 12, 1996, revised February 19, 2009.

Grantor's Initials
--------------------

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia, WA 98504-7338

*Document Title: Temporary Easement*

*Reference Number of Related Document: N/A*

*Grantor(s): City of Marysville*

*Grantee(s): State of Washington, Department of Transportation*

*Legal Description: Ptn of the SW¼ of Section 24, T31N, R4E, WM*

*Additional Legal Description is on Page(s) 4 of Document.*

*Assessor's Tax Parcel Number(s): 310424-003-006-00*

## TEMPORARY EASEMENT

State Route 531, E. Lk. Goodwin Rd. to 3rd Ave. NE

The Grantor, the CITY OF MARYSVILLE, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration, hereby conveys and grants unto the **State of Washington, Department of Transportation** and its assigns, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of providing a work area for adjacent highway construction-related activities.

The temporary rights herein granted shall terminate two (2) years from commencement of construction on the subject parcel or December 31, 2012, whichever is earlier.

Said lands being situated in Snohomish County, State of Washington, and described as follows:

For legal description and additional conditions,  
see Exhibit A attached hereto and made a part hereof.

**TEMPORARY EASEMENT**

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington, unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by its Director of Real Estate Services.

Date: \_\_\_\_\_, 2009

CITY OF MARYSVILLE,  
a municipal corporation

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

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

By: \_\_\_\_\_  
Mike Palazzo  
Director, Real Estate Services

Date: \_\_\_\_\_



**TEMPORARY EASEMENT**

**EXHIBIT A**

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 143+15 on the SR 531 line survey of SR 531, E. Lk. Goodwin Rd. to 3rd Ave. NE and 50 feet southwesterly therefrom; thence southwesterly to a point opposite said HES 143+15 and 80 feet southwesterly therefrom; thence northwesterly parallel with said line survey to a point opposite HES 144+50 thereon; thence northeasterly to a point opposite said HES 144+50 and 50 feet southwesterly therefrom; thence southeasterly parallel with said line survey to the point of beginning.

**PARCEL "A"**

That portion of the southwest quarter of Section 24, Township 31 North, Range 4 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the southwest corner of the southwest quarter of said Section 24; thence east on the section line 993.05 feet; thence North 02°18'28" West 60 feet; thence South 88°57'30" East to intersect with the southwesterly margin of county road; thence northerly along said margin of county road to intersect the north line of the south half of the southwest quarter of Section 24; thence North 88°57'30" West 1,276.5 feet to the northwest corner of the southwest quarter of the southwest quarter of said Section 24; thence south to the southwest corner of said section and the point of beginning.

The lands herein described contain an area of 4,050 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 12, 1996, revised February 19, 2009.

Grantor's Initials
--------------------



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

Form sections 1, 2, and 3: Seller/Grantor and Buyer/Grantee information, including names, addresses, and tax correspondence details.

Section 4: Street address of property, location in Snohomish County, and legal description.

Section 5: Select Land Use Code(s) and exemption questions.

Section 6: Forest land or current use designation questions and notice of continuance instructions.

Section 7: Notice of compliance for historic property and owner signature area.

Section 7: Personal property included in selling price and tax calculation table.

Section 8: Certification of truth and correctness, and signature lines for Grantor and Grantee.

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 143+15 on the SR 531 line survey of SR 531, E. Lk. Goodwin Rd. to 3rd Ave. NE and 20 feet southwesterly therefrom; thence southwesterly to a point opposite said HES 143+15 and 50 feet southwesterly therefrom; thence northwesterly parallel with said line survey to a point opposite HES 144+50 thereon; thence northeasterly to a point opposite said HES 144+50 and 20 feet southwesterly therefrom; thence southeasterly parallel with said line survey to the point of beginning.

PARCEL "A"

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Beginning at the southwest corner of the southwest quarter of said Section 24; thence east on the section line 993.05 feet; thence North 02°18'28" West 60 feet; thence South 88°57'30" East to intersect with the southwesterly margin of county road; thence northerly along said margin of county road to intersect the north line of the south half of the southwest quarter of Section 24; thence North 88°57'30" West 1,276.5 feet to the northwest corner of the southwest quarter of the southwest quarter of said Section 24; thence south to the southwest corner of said section and the point of beginning.

The lands herein described contain an area of 4,050 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 12, 1996, revised February 19, 2009.

Portion, Tax Parcel  
310424-003-006-00  
(1-23083)

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 143+15 on the SR 531 line survey of SR 531, E. Lk. Goodwin Rd. to 3rd Ave. NE and 20 feet southwesterly therefrom; thence southwesterly to a point opposite said HES 143+15 and 50 feet southwesterly therefrom; thence northwesterly parallel with said line survey to a point opposite HES 144+50 thereon; thence northeasterly to a point opposite said HES 144+50 and 20 feet southwesterly therefrom; thence southeasterly parallel with said line survey to the point of beginning.

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The lands herein described contain an area of 4,050 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 12, 1996, revised February 19, 2009.

Portion, Tax Parcel  
310424-003-006-00  
(1-23083)

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 143+15 on the SR 531 line survey of SR 531, E. Lk. Goodwin Rd. to 3rd Ave. NE and 20 feet southwesterly therefrom; thence southwesterly to a point opposite said HES 143+15 and 50 feet southwesterly therefrom; thence northwesterly parallel with said line survey to a point opposite HES 144+50 thereon; thence northeasterly to a point opposite said HES 144+50 and 20 feet southwesterly therefrom; thence southeasterly parallel with said line survey to the point of beginning.

PARCEL "A"

That portion of the southwest quarter of Section 24, Township 31 North, Range 4 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the southwest corner of the southwest quarter of said Section 24; thence east on the section line 993.05 feet; thence North 02°18'28" West 60 feet; thence South 88°57'30" East to intersect with the southwesterly margin of county road; thence northerly along said margin of county road to intersect the north line of the south half of the southwest quarter of Section 24; thence North 88°57'30" West 1,276.5 feet to the northwest corner of the southwest quarter of the southwest quarter of said Section 24; thence south to the southwest corner of said section and the point of beginning.

The lands herein described contain an area of 4,050 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 12, 1996, revised February 19, 2009.

Portion, Tax Parcel  
310424-003-006-00  
(1-23083)

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 143+15 on the SR 531 line survey of SR 531, E. Lk. Goodwin Rd. to 3rd Ave. NE and 20 feet southwesterly therefrom; thence southwesterly to a point opposite said HES 143+15 and 50 feet southwesterly therefrom; thence northwesterly parallel with said line survey to a point opposite HES 144+50 thereon; thence northeasterly to a point opposite said HES 144+50 and 20 feet southwesterly therefrom; thence southeasterly parallel with said line survey to the point of beginning.

PARCEL "A"

That portion of the southwest quarter of Section 24, Township 31 North, Range 4 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the southwest corner of the southwest quarter of said Section 24; thence east on the section line 993.05 feet; thence North 02°18'28" West 60 feet; thence South 88°57'30" East to intersect with the southwesterly margin of county road; thence northerly along said margin of county road to intersect the north line of the south half of the southwest quarter of Section 24; thence North 88°57'30" West 1,276.5 feet to the northwest corner of the southwest quarter of the southwest quarter of said Section 24; thence south to the southwest corner of said section and the point of beginning.

The lands herein described contain an area of 4,050 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 12, 1996, revised February 19, 2009.

Portion, Tax Parcel  
310424-003-006-00  
(1-23083)

P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
135+94.10	32°00'	140.35'	75.80'	188.90'
140+61.60	1°59'	541.30'	100.30'	238.70'
150+49.50	14°18'	716.78'	89.92'	178.75'
156+06.80	27°34'	573.69'	107.70'	275.60'

T.31N. R.4E. W.M.

SCALE IN FEET

SCALE IN FEET

5

CAUSERS MCK ARBUTLEDON

DATE



APPROVED.  
*J. S. Boyle*  
 Chairman Board of Commissioners

**SUPERSEDED**  
 STA. 134+87.8 P.O.T. TO STA. 160+10.9 BK  
 SUPERSEDED BY DETAIL "A"

Road No Survey No 892  
**PERMANENT HWY. No 46**  
 Part of Lakewood-Birmingham Road.  
 Beg. in Sec 24 Twp 31 N, R 4 E, W.M.  
 End in 21 22 23 24 25 26 27  
 F. B. 108 p 5 E 64 R of W 60' 8' 10'  
 Trav. Val 6 p 66  
 APPROVED  
 \_\_\_\_\_  
 Co. Engineer

~~FOR A NEW EASEMENT SEE SR 531 SR 530 SR 529  
 SEE 10-20-96 SR 531 SR 530 SR 529  
 ADOPTED JANUARY 12, 1996~~

LAKEWOOD ROAD, BECAME  
 SR 531 PER LEGISLATIVE ACT  
 SR 531  
 E. LK. GOODWIN RD. TO 3RD AVE. N  
 SNOHOMISH COUNTY  
 RIGHT OF WAY PLAN  
 STATION 160+10.9 TO STATION 107+90.0  
 AUTHORIZED BY 1991 LEGISLATIVE ACT  
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 OLYMPIA, WASHINGTON

Δ 27°34'  
 D 10°  
 T 140.7  
 R 573.68  
 L 275.6

Δ 11°59'  
 D 5°  
 T 120.3  
 R 1146.3  
 L 239.7

Δ 14°18'  
 D 8°  
 T 89.92  
 R 716.779  
 L 178.75

Δ 35°00'  
 D 24°  
 T 75.8  
 R 240.5  
 L 146.9

134+678 R.O.T.  
 1/4 Cor  $\frac{24}{2.5}$

\* TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO.	NAME	TOTAL AREA	R/W	TOTAL AREA	R/W
I-23085	BUZZELL	10642			
I-23084	PEAKE (BJORG)	588,894	865	587729	* 2782
I-23083	CITY OF MARYSVILLE	2,280,368	4050	2,276,318	* 4050
TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.					
OWNERSHIPS					
				L.T. REMAINDER RT.	EASMT
ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.					

0 200 400  
 SCALE IN FEET

Letter	Date	Description	By
Letter 2-2-09	2-19-09	Revised R/W on Rt. Sts. 144+33 to 144+75 and on Lt. Sts. 143+15 to 144+50, Superseded Plan No. 034187.8 to 160+10.9 with Detail "A", Added Parcels I-23083, I-23084 and I-23085, Added Temporary Construction Easement on Lt. Sts. 143+15 to 144+50 and on Rt. Sts. 143+75 to 144+75	C/K
Letter 10-16-96	1-12-96	Adopted County Road as State Highway, Added Title Block, Added End of Plan, Added Cross Reference Note; Revised Equation of Sta. 160+10.9	W/S
Authority	Date	Subsequent Approval	By

ADOPTED JANUARY 12, 1996  
 SHEET 3 OF 3 SHEET

D-1 SR531/2

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** April 27, 2009

<b>AGENDA ITEM:</b> WSDOT SR 529 Bridge Property Acquisition and Temporary Construction Easements	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> John A. Cowling, PE, Asst. Public Works Director/City Engineer	<b>APPROVED BY:</b> JC 	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Real Property Vouchers</li> <li>• Quit Claim Deeds</li> <li>• Temporary Easements</li> <li>• Real Estate Excise Tax Affidavits</li> <li>• Exhibit Map</li> </ul>		
	MAYOR	CAO
<b>BUDGET CODE:</b> N/A	<b>AMOUNT:</b> N/A	

**DESCRIPTION:**

Washington State Department of Transportation intends to replace the existing two lane SR 529 Bridge with a new four lane structure. To accommodate this new alignment WSDOT needs to acquire Right of Way and secure Temporary Construction Easements from City owned property. City staff secured the services of Fullerton & Associates to review the Administrative Offers submitted by WSDOT and after further negotiation has found the offers to be within reason.

Total compensation for Parcel Acquisition and Temporary Construction Easements is as follows:

Parcel	Land Acquisition	Temp Easement	Compensation
#1-17607 (Interfor site)	27,696 s.f.	92,208 s.f.	\$335,300.00
#1-17610 (PW Access to State)	238 s.f.	7,330 s.f.	\$27,100.00
#1-22494 (Ebey Park)	0 s.f.	2,593 s.f.	\$3,500.00

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the Real Property Vouchers, Quit Claim Deeds, Temporary Easements and Real Estate Excise Tax Affidavits to accommodate construction of the SR 529 Bridge Project by WSDOT.

**COUNCIL ACTION:**





After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia, WA 98504-7338

*Document Title: Temporary Easement*

*Reference Number of Related Documents: N/A*

*Grantor(s): City of Marysville*

*Grantee: State of Washington, Department of Transportation*

*Legal Description: Ptn of Gov't Lots 1 and 2 and Ptn of the NE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> all in Section 33, T30N, R5E, WM;*

*Additional Legal Description is on Page(s) 4, 5, and 6 of Document*

*Assessor's Tax Parcel Number(s): 300533-002-008-00*

## TEMPORARY EASEMENT

State Route 529, SR 5 to SR 528

The Grantor, the CITY OF MARYSVILLE, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and grants unto the **State of Washington, Department of Transportation** and its assigns, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of providing a work area for adjacent highway construction-related activities.

The temporary rights herein granted shall terminate on December 31, 2013.

Said lands being situated in Snohomish County, State of Washington, and described as follows:

For legal description and additional conditions,  
see Exhibit A attached hereto and made a part hereof.

RES-325  
Revised 09/05

Page 1 of 6 pages

FA No. F-529 ( )  
Project No. A52908E  
Parcel No. 1-22494

**TEMPORARY EASEMENT**

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington, unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by its Director of Real Estate Services.

Date: \_\_\_\_\_, 2009

CITY OF MARYSVILLE,  
a municipal corporation

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

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

By: \_\_\_\_\_  
Mike Palazzo  
Director, Real Estate Services

Date: \_\_\_\_\_



## TEMPORARY EASEMENT

### EXHIBIT A

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 43+69 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 50 feet northwesterly therefrom; thence northwesterly to a point opposite said HES 43+69 and 84 feet northwesterly therefrom; thence northeasterly to a point opposite HES 44+49 on said line survey and 84 feet northeasterly therefrom; thence southeasterly to a point opposite said HES 44+49 and 50 feet northwesterly therefrom; thence southwesterly parallel with said line survey to the point of beginning.

### PARCEL "A"

That portion of Government Lot 1, Section 33, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the monument in the intersection of First Street and Delta Street in the town of Marysville, said monument being 46.94 feet east and 20 feet south of the southeast corner of Block 7, Plat of the Town(s) of Marysville, according to the plat thereof recorded in Volume 1 of Plats, Page 29, in Snohomish County, Washington; thence South along the monument line produced, which monument line is parallel to and 20 feet west of the east line of Delta Street for 48 feet to the south line of First Street; thence angle right 90° along the south line of First Street for 37.4 feet to the True Point of Beginning of the tract herein described; thence south parallel to Delta Street produced for 140 feet; thence west 21.39 feet; thence South 11°02'00" West 425 feet; thence east 21.39 feet to a point on a line bearing South 11°02'00" West and north 130 feet more or less from a point on the north bank of Ebey Slough; thence easterly at right angles to said bearing for 16 feet; thence angle right 90° for 130 feet, more or less, to the north bank of Ebey Slough; thence easterly along Ebey Slough to the east line of Government Lot 1 of said Section 33; thence north along said east line to a point 140 feet south of the south line of First Street; thence west to a point on a line 35 feet west of and parallel to the west line of Lot 7, Block 9 of (D.A.) Quinn's First Addition to Marysville, according to the plat thereof recorded in Volume 1 of Plats, page 69, in Snohomish County, Washington; thence north 140 feet to the south line of First Street; thence west 22.4 feet more or less to the True Point of Beginning;

## TEMPORARY EASEMENT

### EXHIBIT A (continued)

ALSO

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., in Snohomish County, Washington, lying southerly of D.A. Quinn's First Addition to Marysville, according to the plat thereof recorded in Volume 1 of Plats, page 69, in Snohomish County, Washington, and lying westerly of Primary State Highway No. 1 and northerly of Ebey Slough;

EXCEPTING therefrom the following:

Commencing at the southeast corner of Block 9, said D.A. Quinn's First Addition to Marysville; thence due west along the south line of said Block 9 for 1.95 feet to the westerly margin of Primary State Highway No. 1; thence angle left  $86^{\circ}36'00''$  to become tangent to a curve; thence southerly along said westerly margin of Primary State Highway No. 1 on a curve to the right having a radius of 1106.0 feet and consuming an angle of  $8^{\circ}33'39''$  for 165.25 feet to the True Point of Beginning; thence continue along said curve to the right having a radius of 1106.0 feet and consuming an angle of  $09^{\circ}34'57''$  for 184.97 feet to the centerline of the Great Northern Railway Company's Spur Track; thence North  $59^{\circ}55'00''$  West along said centerline of the Spur Track for 69.04 feet; thence on a curve to the right having a radius of 639.50 feet and consuming an angle of  $10^{\circ}27'30''$  for 116.73 feet; thence North  $17^{\circ}59'00''$  East for 124.20 feet; thence South  $75^{\circ}43'26''$  East for 175.28 feet to the True Point of Beginning;

ALSO

A portion of Government Lot 1 and a portion of the northeast quarter of the northwest quarter of Section 33, Township 30 North, Range 5 East, WM in Snohomish County, Washington, described as follows:

Beginning at the northwest corner of Block 9, D.A. Quinn's First Addition to Marysville, according to the plat thereof recorded in Volume 1 of Plats, page 69, in Snohomish County, Washington; thence due west for 35.0 feet; thence due south for 140.0 feet; thence due east to the east line of said Government Lot 1; thence north along said east line of Government Lot 1 to an intersection with the south line of said Block 9, produced westerly; thence due east along the westerly production of said south line of Block 9, to the southwest corner of said Block 9; thence due north for 120.0 feet to the point of beginning.

**TEMPORARY EASEMENT**

**EXHIBIT A**  
(continued)

The lands herein described contain an area of 2,593 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Grantor's Initials



AGENCY NAME  DEPARTMENT OF TRANSPORTATION Real Estate Services Transportation Building P. O. Box 47338 Olympia, WA 98504-7338				I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the State of Washington, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant, and also that the number shown hereon is my correct taxpayer identification number.					
GRANTOR OR CLAIMANT (NAME, ADDRESS) <b>City of Marysville</b> Attn: John Cowling 80 Columbia Avenue Marysville, WA 98270-5130				TIN/SSN NUMBER	SIGNATURE (IN INK) INCLUDE TIN NUMBER FOR EACH CLAIMANT  <div style="text-align: center; padding: 20px;"> <b>City of Marysville, a municipal corporation</b> </div>		DATED		
PROJECT NO. AND TITLE A52908E  SR 529, SR 5 to SR 528				X <b>Dennis L. Kendall, Mayor</b>					
FEDERAL AID NO. F-529 ( )		PARCEL NO. 1-17610							
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: <b>Quitclaim Deed and Temporary Easement</b>						DATED		\$ AMOUNT	
LAND: Approx. 238 sf of land in fee and approx. 7,330 sf in temp esmt						+		\$22,600.00	
IMPROVEMENTS: Landscaping and 4 trees						+		\$1,700.00	
DAMAGES: Cost to Cure						+			
Proximity						+			
Other						+			
SPECIAL BENEFITS						-			
JC (Just Compensation) Amount								\$24,300.00	
REMAINDER: Uneconomic Remnant						+			
Excess Acquisition						+			
DEDUCTIONS: Amount Previously Paid						-			
Performance Bond						-			
Salvage Amount						-			
Pre Paid Rent						-			
Other						-			
ADMINISTRATIVE SETTLEMENT						+		\$2,800.00	
STATUTORY EVALUATION ALLOWANCE						+		\$137.50	
ESCROW FEE						+			
REAL ESTATE EXCISE TAX						+			
OTHER:						+			
PARCEL NO.		JOB NUMBER		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART	TOTAL DOLLARS
1-17610		RW 5020 01		0221	JE 20	310300	413001		\$27,237.50
Performance Bond				B/S Account-A592					
						TOTAL ----->		\$27,237.50	
ACQUISITION AGENT  <b>Patti L. Matson</b>				DATE		Voucher No.		TOTAL AMOUNT PAID  \$27,237.50	
DIRECTOR OF REAL ESTATE SERVICES				DATE					

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

*Document Title: Quitclaim Deed*

*Reference Number of Related Document: N/A*

*Grantor(s): City of Marysville*

*Grantee(s): State of Washington, Department of Transportation*

*Legal Description: Ptn of the NE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub>, Section 33, T30N, R5E, WM*

*Additional Legal Description is on Page(s) 4, and 5, of Document.*

*Assessor's Tax Parcel Number(s): 300533-002-001-00*

### QUITCLAIM DEED

State Route SR 529, SR 5 to SR 528

The Grantor, the CITY OF MARYSVILLE, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and quitclaims to the **State of Washington, Department of Transportation**, the following described real property, and any after acquired interest therein, situated in Snohomish County, State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions,  
see Exhibit A attached hereto and made a part hereof.

Also, the Grantor requests the Assessor and Treasurer of said County to set over to the remainder of the hereinafter described TRACT X, the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070.

**QUITCLAIM DEED**

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

Date: \_\_\_\_\_, 2009

CITY OF MARYSVILLE,  
a municipal corporation

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

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

By: \_\_\_\_\_  
Mike Palazzo  
Director, Real Estate Services

Date: \_\_\_\_\_



## QUITCLAIM DEED

### EXHIBIT A

All that portion of the hereinafter described TRACT "X" lying westerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 45+00 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom, said point being on the northerly line of said TRACT "X" and the end of this line description.

TRACT "X"

PARCEL A:

All that portion of the northeast quarter of the northwest quarter of Section 33, Township 30 North, Range 5 East W.M., described as follows:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville; thence south along the southerly extension of the east margin of Columbia Avenue a distance of 60 feet; thence southwesterly to a point 80 feet south of the south line of Block 8, D.A. Quinn's First Addition, and 275 feet west of the east right-of-way of said Columbia Avenue; thence north 80 feet parallel to said east right-of-way to the south line of said Block 8; thence east along the south line of said Block 8 to the point of beginning,

EXCEPT the following described tract:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville; thence south 80 feet; thence northwesterly to a point 75 feet west of the point of beginning; thence east 75 feet to the point of beginning.

**QUITCLAIM DEED**

**EXHIBIT A**  
(continued)

**PARCEL B:**

A portion of Section 33, Township 30 North, Range 5 East W.M., in Snohomish County, Washington described as follows:

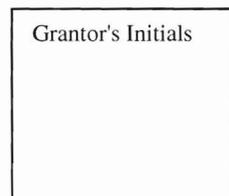
The west 150 feet of the north 100 feet of the following described tract:

Beginning at the southwest corner of Block 8 D.A. Quinn's First Addition to Marysville according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington; thence east 410 feet; thence south 212.5 feet; thence west to the east line of State Road No.1; thence northerly along the east line of said road to the point of beginning.

EXCEPT the south 20 feet of the east 15 feet thereof.

The lands herein described contain an area of 238 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Grantor's Initials



After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia, WA 98504-7338

*Document Title: Temporary Easement*

*Reference Number of Related Documents: N/A*

*Grantor(s): City of Marysville*

*Grantee: State of Washington, Department of Transportation*

*Legal Description: Ptn of the NE¼ of the NW¼, Section 33, T30N, R5E, WM*

*Additional Legal Description is on Page(s) 4, 5, and 6 of Document.*

*Assessor's Tax Parcel Number(s): 300533-002-001-00*

## TEMPORARY EASEMENT

State Route SR 529, SR 5 to SR 528

The Grantor, the CITY OF MARYSVILLE, a municipal corporation, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and grants unto the **State of Washington, Department of Transportation** and its assigns, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of providing a work area for adjacent highway construction-related activities.

The temporary rights herein granted shall terminate on December 31, 2011.

Said lands being situated in Snohomish County, State of Washington, and described as follows:

For legal description and additional conditions,  
see Exhibit A attached hereto and made a part hereof.

**TEMPORARY EASEMENT**

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington, unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by its Director of Real Estate Services.

Date: \_\_\_\_\_, 2009

CITY OF MARYSVILLE,  
a municipal corporation

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

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

By: \_\_\_\_\_  
Mike Palazzo  
Director, Real Estate Services

Date: \_\_\_\_\_



## TEMPORARY EASEMENT

### EXHIBIT A

All that portion of the hereinafter described TRACT "X" lying between lines 1 and 2, each as described herein:

#### LINE 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 45+00 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom, said point being on the northerly line of said TRACT "X" and the end of this line description.

#### LINE 2:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 47+00 on the SR 529 line survey of said highway and 100 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 48+14± thereon, said point being on the southerly line of said TRACT "X"; thence northeasterly to a point opposite HES 48+82 on said line survey and 100 feet easterly therefrom; thence northeasterly to a point opposite HES 48+92 on said line survey and 167 feet easterly therefrom; thence northerly to a point opposite HES 49+10± on said line survey and 167 feet easterly therefrom, said point being on the northerly line of said TRACT "X"; thence northerly parallel with said line survey to a point opposite HES 50+00 thereon and the end of this line description.

## TEMPORARY EASEMENT

### EXHIBIT A (continued)

#### TRACT "X"

#### PARCEL A

All that portion of the northeast quarter of the northwest quarter of Section 33, Township 30 North, Range 5 East W.M., described as follows:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville; thence south along the southerly extension of the east margin of Columbia Avenue a distance of 60 feet; thence southwesterly to a point 80 feet south of the south line of Block 8, D.A. Quinn's First Addition, and 275 feet west of the east right-of-way of said Columbia Avenue; thence north 80 feet parallel to said east right-of-way to the south line of said Block 8; thence east along the south line of said Block 8 to the point of beginning,

EXCEPT the following described tract:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville; thence south 80 feet; thence northwesterly to a point 75 feet west of the point of beginning; thence east 75 feet to the point of beginning.

#### PARCEL B

A portion of Section 33, Township 30 North, Range 5 East W.M., in Snohomish County, Washington described as follows:

The west 150 feet of the north 100 feet of the following described tract:

Beginning at the southwest corner of Block 8 D.A. Quinn's First Addition to Marysville according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington; thence east 410 feet; thence south 212.5 feet; thence west to the east line of State Road No.1; thence northerly along the east line of said road to the point of beginning.

EXCEPT the south 20 feet of the east 15 feet thereof.

**TEMPORARY EASEMENT**

**EXHIBIT A**  
(continued)

The lands herein described contain an area of 7,330 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Grantor's Initials
--------------------



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

Form sections 1, 2, 3: Seller/Grantor and Buyer/Grantee information, including names, addresses, and correspondence details.

Section 4: Street address of property, location in Marysville, and legal description.

Section 5: Select Land Use Code(s) and exemption status from property tax per chapter 84.36 RCW.

Section 6: Exemption status questions regarding forest land, current use, and special valuation.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use...

This land does not qualify for continuance.

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below.

(3) OWNER(S) SIGNATURE PRINT NAME

Section 7: List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) 458-61A-206

Table with 2 columns: Description and Amount. Includes Gross Selling Price (\$27,100.00), Exemption Claimed (\$27,100.00), Taxable Selling Price (\$0.00), Excise Tax (State \$0.00, Local \$0.00), and Total Due (\$10.00).

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX \*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent, Name (print), Date & city of signing

Signature of Grantee or Grantee's Agent, Name (print), Date & city of signing

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

All that portion of the hereinafter described TRACT "X" lying westerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 45+00 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom, said point being on the northerly line of said TRACT "X" and the end of this line description.

#### TRACT "X"

#### PARCEL A:

All that portion of the northeast quarter of the northwest quarter of Section 33, Township 30 North, Range 5 East W.M., described as follows:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville (according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington); thence south along the southerly extension of the east margin of Columbia Avenue a distance of 60 feet; thence southwesterly to a point 80 feet south of the south line of Block 8, D.A. Quinn's First Addition, and 275 feet west of the east right-of-way of said Columbia Avenue; thence north 80 feet parallel to said east right-of-way to the south line of said Block 8; thence east along the south line of said Block 8 to the point of beginning,

EXCEPT the following described tract:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville; thence south 80 feet; thence northwesterly to a point 75 feet west of the point of beginning; thence east 75 feet to the point of beginning.

#### PARCEL B:

A portion of Section 33, Township 30 North, Range 5 East W.M., in Snohomish County, Washington described as follows:

The west 150 feet of the north 100 feet of the following described tract:

Beginning at the southwest corner of Block 8 D.A. Quinn's First Addition to Marysville according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington; thence east 410 feet; thence south 212.5 feet; thence west to the east line of State Road No.1; thence northerly along the east line of said road to the point of beginning.

EXCEPT the south 20 feet of the east 15 feet thereof.

The lands herein described contain an area of 238 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Tax Account No.: 300533-002-001-00  
Parcel No. 1-17610

All that portion of the hereinafter described TRACT "X" lying westerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 45+00 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom, said point being on the northerly line of said TRACT "X" and the end of this line description.

#### TRACT "X"

#### PARCEL A:

All that portion of the northeast quarter of the northwest quarter of Section 33, Township 30 North, Range 5 East W.M., described as follows:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville (according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington); thence south along the southerly extension of the east margin of Columbia Avenue a distance of 60 feet; thence southwesterly to a point 80 feet south of the south line of Block 8, D.A. Quinn's First Addition, and 275 feet west of the east right-of-way of said Columbia Avenue; thence north 80 feet parallel to said east right-of-way to the south line of said Block 8; thence east along the south line of said Block 8 to the point of beginning,

EXCEPT the following described tract:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville; thence south 80 feet; thence northwesterly to a point 75 feet west of the point of beginning; thence east 75 feet to the point of beginning.

#### PARCEL B:

A portion of Section 33, Township 30 North, Range 5 East W.M., in Snohomish County, Washington described as follows:

The west 150 feet of the north 100 feet of the following described tract:

Beginning at the southwest corner of Block 8 D.A. Quinn's First Addition to Marysville according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington; thence east 410 feet; thence south 212.5 feet; thence west to the east line of State Road No.1; thence northerly along the east line of said road to the point of beginning.

EXCEPT the south 20 feet of the east 15 feet thereof.

The lands herein described contain an area of 238 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Tax Account No.: 300533-002-001-00  
Parcel No. 1-17610

All that portion of the hereinafter described TRACT "X" lying westerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 45+00 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom, said point being on the northerly line of said TRACT "X" and the end of this line description.

#### TRACT "X"

#### PARCEL A:

All that portion of the northeast quarter of the northwest quarter of Section 33, Township 30 North, Range 5 East W.M., described as follows:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville (according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington); thence south along the southerly extension of the east margin of Columbia Avenue a distance of 60 feet; thence southwesterly to a point 80 feet south of the south line of Block 8, D.A. Quinn's First Addition, and 275 feet west of the east right-of-way of said Columbia Avenue; thence north 80 feet parallel to said east right-of-way to the south line of said Block 8; thence east along the south line of said Block 8 to the point of beginning,

EXCEPT the following described tract:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville; thence south 80 feet; thence northwesterly to a point 75 feet west of the point of beginning; thence east 75 feet to the point of beginning.

#### PARCEL B:

A portion of Section 33, Township 30 North, Range 5 East W.M., in Snohomish County, Washington described as follows:

The west 150 feet of the north 100 feet of the following described tract:

Beginning at the southwest corner of Block 8 D.A. Quinn's First Addition to Marysville according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington; thence east 410 feet; thence south 212.5 feet; thence west to the east line of State Road No.1; thence northerly along the east line of said road to the point of beginning.

EXCEPT the south 20 feet of the east 15 feet thereof.

The lands herein described contain an area of 238 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Tax Account No.: 300533-002-001-00  
Parcel No. 1-17610

All that portion of the hereinafter described TRACT "X" lying westerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 45+00 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom, said point being on the northerly line of said TRACT "X" and the end of this line description.

TRACT "X"

PARCEL A:

All that portion of the northeast quarter of the northwest quarter of Section 33, Township 30 North, Range 5 East W.M., described as follows:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville (according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington); thence south along the southerly extension of the east margin of Columbia Avenue a distance of 60 feet; thence southwesterly to a point 80 feet south of the south line of Block 8, D.A. Quinn's First Addition, and 275 feet west of the east right-of-way of said Columbia Avenue; thence north 80 feet parallel to said east right-of-way to the south line of said Block 8; thence east along the south line of said Block 8 to the point of beginning,

EXCEPT the following described tract:

Beginning at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville; thence south 80 feet; thence northwesterly to a point 75 feet west of the point of beginning; thence east 75 feet to the point of beginning.

PARCEL B:

A portion of Section 33, Township 30 North, Range 5 East W.M., in Snohomish County, Washington described as follows:

The west 150 feet of the north 100 feet of the following described tract:

Beginning at the southwest corner of Block 8 D.A. Quinn's First Addition to Marysville according to the plat thereof recorded in Volume 1 of Plats, page 69 in Snohomish County, Washington; thence east 410 feet; thence south 212.5 feet; thence west to the east line of State Road No.1; thence northerly along the east line of said road to the point of beginning.

EXCEPT the south 20 feet of the east 15 feet thereof.

The lands herein described contain an area of 238 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Tax Account No.: 300533-002-001-00  
Parcel No. 1-17610

AGENCY NAME  DEPARTMENT OF TRANSPORTATION Real Estate Services P. O. Box 47338 Olympia, WA 98504-7338				I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the State of Washington, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant, and also that the number shown hereon is my correct taxpayer identification number. SIGNATURE (IN INK) AND INCLUDE SSN/TIN FOR EACH CLAIMANT      DATED				
<b>City of Marysville, a municipal corporation</b>								
GRANTOR OR CLAIMANT (NAME, ADDRESS) <b>City of Marysville Attn: John Cowling 80 Columbia Avenue Marysville, WA 98270-5130</b>			TIN/SSN	<b>X</b>				
PROJECT NO. AND TITLE <b>A52908E</b>  <b>SR 529, SR 5 to SR 528</b>				<b>Dennis L. Kendall, Mayor</b>				
FEDERAL AID NO. <b>F-529 ( )</b>		PARCEL NO. <b>1-17607</b>						
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:				DATED		\$ AMOUNT		
<b>Quitclaim Deed and Temporary Easement</b>								
<b>LAND:</b>								
<b>Approx. 27,696 sf of land in fee and approx. 92,208 sf in temp esmt</b>				+		<b>\$322,400.00</b>		
<b>IMPROVEMENTS:</b>								
<b>Trees, landscaping and paving</b>				+		<b>\$12,900.00</b>		
<b>DAMAGES:</b>								
<b>Cost to Cure</b>				+				
<b>Proximity</b>				+				
<b>Other</b>				+				
<b>SPECIAL BENEFITS</b>				-				
<b>JC (Just Compensation) Amount</b>						<b>\$335,300.00</b>		
<b>REMAINDER:</b>								
<b>Uneconomic Remnant</b>				+				
<b>Excess Acquisition</b>				+				
<b>DEDUCTIONS:</b>								
<b>Amount Previously Paid</b>				-				
<b>Performance Bond</b>				-				
<b>Salvage Amount</b>				-				
<b>Pre Paid Rent</b>				-				
<b>Other</b>				-				
<b>ADMINISTRATIVE SETTLEMENT</b>				+				
<b>STATUTORY EVALUATION ALLOWANCE</b>				+		<b>\$687.50</b>		
<b>ESCROW FEE</b>				+				
<b>REAL ESTATE EXCISE TAX</b>				+				
<b>OTHER:</b>								
				+				
PARCEL NO.	JOB NUMBER		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART.	TOTAL DOLLARS
<b>1-17607</b>	<b>RW 5020</b>	<b>01</b>	<b>0221</b>	<b>JE 20</b>	<b>310300</b>	<b>413001</b>		<b>\$335,987.50</b>
Performance Bond			B/S Account-A592					
				TOTAL ----->				<b>\$335,987.50</b>
ACQUISITION AGENT  <b>Patti L. Matson</b>				DATE		Voucher No.		<b>TOTAL AMOUNT PAID</b>  <b>\$335,987.50</b>
DIRECTOR OF REAL ESTATE SERVICES				DATE				

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

*Document Title: Quitclaim Deed*

*Reference Number of Related Document: N/A*

*Grantor(s): City of Marysville*

*Grantee(s): State of Washington, Department of Transportation*

*Legal Description: Ptn of the NE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> and Ptn of Gov't Lot 2 of Section 33, T30N, R5E, WM*

*Additional Legal Description is on Page(s) 4 and 5 of Document.*

*Assessor's Tax Parcel Number(s): 300533-002-012-00*

## QUITCLAIM DEED

State Route 529, SR 5 to SR 528

The Grantor, the CITY OF MARYSVILLE, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and quitclaims to the **State of Washington, Department of Transportation**, the following described real property, and any after acquired interest therein, situated in Snohomish County, State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions,  
see Exhibit A attached hereto and made a part hereof.

Also, the Grantor requests the Assessor and Treasurer of said County to set over to the remainder of the hereinafter described PARCEL "A", the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070.

**QUITCLAIM DEED**

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

Date: \_\_\_\_\_, 2009

CITY OF MARYSVILLE,  
a municipal corporation

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

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

By: \_\_\_\_\_  
Mike Palazzo  
Director, Real Estate Services

Date: \_\_\_\_\_



## QUITCLAIM DEED

### EXHIBIT A

All that portion of the hereinafter described PARCEL "A" lying northwesterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 40+65.50 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 110 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 41+56 thereon; thence southeasterly to a point opposite said HES 41+56 and 155 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 42+14 thereon; thence northeasterly along the arc of a curve to the left having a radius of 1,316 feet an arc distance of 307.46 feet to a point opposite HES 45+00 on said line survey and 91 feet southeasterly therefrom; thence northwesterly to a point opposite said HES 45+00 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom and the end of this line description.

### PARCEL "A"

A portion of the northeast quarter of the northwest quarter and a portion of Government Lot 2 all in Section 33, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Commencing at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville, according to the plat thereof recorded in Volume 1 of Plats, page 69, in Snohomish County, Washington; thence South 0°14'33" East, being the southerly projection of the west line of said Block 7, for 80.0 feet to the True Point of Beginning; thence continue South 0°14'33" East for 580.0 feet; thence South 2°05'31" West for 533.62 feet; thence South 50°37'44" West for 59.29 feet; thence South 50°29'32" West for 4.98 feet; thence northwesterly along the northerly bank of Ebey Slough to the easterly margin of State Highway 529; thence northerly along the said easterly margin of State Highway 529 to the south line of that certain parcel of land conveyed to James P. and Gloria Funston, husband and wife by deed recorded under Recording Number 7907110029, records of Snohomish County, Washington;

**QUITCLAIM DEED**

**EXHIBIT A**  
(continued)

thence continue along the easterly margin of said Highway 529 on a curve to the left, the radius center bears north 67°09'16" West and having a radius of 1,196.00 feet and consuming an angle of 0°53'38" for 18.66 feet; thence North 68°02'54" West, along said road margin, for 10.0 feet; thence continue along said road margin on a curve to the left, the radius center bears North 68°02'54" West, and having a radius of 1,186.0 feet and consuming an angle of 0°34'47" for 12.0 feet; thence South 74°54'34" East for 252.20 feet to a line 12.69 feet east of the said Funston's parcel; thence North 0°14'33" West, along a line 12.69 feet east of said Funston Parcel, for 356.06 feet to the south line of property owned by the City of Marysville; thence North 85°34'37" East for 245.41 feet to the west line of that certain parcel deeded to the City of Marysville by deed recorded under Recording Number 1342302, records of Snohomish County, Washington; thence South 43°24'26" East, along said west line for 25.66 feet to the True Point of Beginning.

(ALSO KNOWN AS Crown Pacific (after BLA) of BLA recorded under Recording Number 9704185001 and corrected under Recording Number 9902100624.)

The lands herein described contain an area of 27,696 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Grantor's Initials



After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia, WA 98504-7338

*Document Title: Temporary Easement*

*Reference Number of Related Documents: N/A*

*Grantor(s): City of Marysville*

*Grantee: State of Washington, Department of Transportation*

*Legal Description: Ptn of the NE¼ of the NW¼ and Ptn of Gov't Lot 2 of Section 33, T30N, R5E, WM*

*Additional Legal Description is on Page(s) 4 and 5 of Document.*

*Assessor's Tax Parcel Number(s): 300533-002-012-00*

### TEMPORARY EASEMENT

State Route 529, SR 5 to SR 528

The Grantor, the CITY OF MARYSVILLE, a municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and grants unto the **State of Washington, Department of Transportation** and its assigns, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of providing a work area for adjacent highway construction-related activities.

The temporary rights herein granted shall terminate on December 31, 2013

Said lands being situated in Snohomish County, State of Washington, and described as follows:

For legal description and additional conditions,  
see Exhibit A attached hereto and made a part hereof.

RES-325  
Revised 09/05

Page 1 of 5 pages

FA No. F-529 ( )  
Project No. A52908E  
Parcel No. 1-17607

**TEMPORARY EASEMENT**

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington, unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by its Director of Real Estate Services.

Date: \_\_\_\_\_, 2009

CITY OF MARYSVILLE,  
a municipal corporation

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

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

By: \_\_\_\_\_  
Mike Palazzo  
Director, Real Estate Services

Date: \_\_\_\_\_



## TEMPORARY EASEMENT

### EXHIBIT A

All that portion of the hereinafter described PARCEL "A" lying between lines 1 and 2, each as described herein:

#### LINE 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 40+65.50 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 110 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 41+56 thereon; thence southeasterly to a point opposite said HES 41+56 and 155 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 42+14 thereon; thence northeasterly along the arc of a curve to the left having a radius of 1,316 feet an arc distance of 307.46 feet to a point opposite HES 45+00 on said line survey and 91 feet southeasterly therefrom; thence northwesterly to a point opposite said HES 45+00 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom and the end of this line description.

#### LINE 2:

Beginning at a point opposite HES 40+65.50 on the SR 529 line survey of said highway and 407.50 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 41+32 thereon; thence northeasterly to a point opposite HES 45+58± on said line survey and 290.99 feet southeasterly therefrom, said point being on the northerly line of said PARCEL "A" and the end of this line description.

#### PARCEL "A"

A portion of the northeast quarter of the northwest quarter and a portion of Government Lot 2 all in Section 33, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

**TEMPORARY EASEMENT**

**EXHIBIT A**  
(continued)

Commencing at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville, according to the plat thereof recorded in Volume 1 of Plats, page 69, in Snohomish County, Washington; thence South 0°14'33" East, being the southerly projection of the west line of said Block 7, for 80.0 feet to the True Point of Beginning; thence continue South 0°14'33" East for 580.0 feet; thence South 2°05'31" West for 533.62 feet; thence South 50°37'44" West for 59.29 feet; thence South 50°29'32" West for 4.98 feet; thence northwesterly along the northerly bank of Ebey Slough to the easterly margin of State Highway 529; thence northerly along the said easterly margin of State Highway 529 to the south line of that certain parcel of land conveyed to James P. and Gloria Funston, husband and wife by deed recorded under Recording Number 7907110029, records of Snohomish County, Washington; thence continue along the easterly margin of said Highway 529 on a curve to the left, the radius center bears north 67°09'16" West and having a radius of 1,196.00 feet and consuming an angle of 0°53'38" for 18.66 feet; thence North 68°02'54" West, along said road margin, for 10.0 feet; thence continue along said road margin on a curve to the left, the radius center bears North 68°02'54" West, and having a radius of 1,186.0 feet and consuming an angle of 0°34'47" for 12.0 feet; thence South 74°54'34" East for 252.20 feet to a line 12.69 feet east of the said Funston's parcel; thence North 0°14'33" West, along a line 12.69 feet east of said Funston Parcel, for 356.06 feet to the south line of property owned by the City of Marysville; thence North 85°34'37" East for 245.41 feet to the west line of that certain parcel deeded to the City of Marysville by deed recorded under Recording Number 1342302, records of Snohomish County, Washington; thence South 43°24'26" East, along said west line for 25.66 feet to the True Point of Beginning.

(ALSO KNOWN AS Crown Pacific (after BLA) of BLA recorded under Recording Number 9704185001 and corrected under Recording Number 9902100624.)

The lands herein described contain an area of 92,208 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Grantor's Initials





PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

Form sections 1, 2, 3: Seller/Grantor and Buyer/Grantee information, correspondence, and parcel account numbers.

Form section 4: Street address of property, location, and legal description.

Form section 5: Select Land Use Code(s) and exemption questions.

Form section 6: Designation questions (forest land, current use, historical property).

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below.

DEPUTY ASSESSOR DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below.

(3) OWNER(S) SIGNATURE PRINT NAME

Form section 7: List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) 458-61A-206 Reason for exemption Condemnation Proceedings

Type of Document Quitclaim Deed Date of Document

Table with financial calculations: Gross Selling Price \$ 335,300.00, Exemption Claimed (deduct) \$ 335,300.00, Taxable Selling Price \$ 0.00, Excise Tax: State \$ 0.00, Local \$ 0.0050, Total Due \$ 10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX \*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent Name (print) Date & city of signing:

Signature of Grantee or Grantee's Agent Name (print) Date & city of signing:

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

All that portion of the hereinafter described PARCEL "A" lying northwesterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 40+65.50 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 110 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 41+56 thereon; thence southeasterly to a point opposite said HES 41+56 and 155 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 42+14 thereon; thence northeasterly along the arc of a curve to the left having a radius of 1,316 feet an arc distance of 307.46 feet to a point opposite HES 45+00 on said line survey and 91 feet southeasterly therefrom; thence northwesterly to a point opposite said HES 45+00 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom and the end of this line description.

#### PARCEL "A"

A portion of the northeast quarter of the northwest quarter and a portion of Government Lot 2 all in Section 33, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

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Tax No. 300533-002-012-00  
Parcel No. 1-17607

EXHIBIT A  
(continued)

(ALSO KNOWN AS Crown Pacific (after BLA) of BLA recorded under Recording Number 9704185001 and corrected under Recording Number 9902100624.)

The lands herein described contain an area of 27,696 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Tax No. 300533-002-012-00  
Parcel No. 1-17607

All that portion of the hereinafter described PARCEL "A" lying northwesterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 40+65.50 on the SR 529 line survey of SR 529, SR 5 to SR 528 and 110 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 41+56 thereon; thence southeasterly to a point opposite said HES 41+56 and 155 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 42+14 thereon; thence northeasterly along the arc of a curve to the left having a radius of 1,316 feet an arc distance of 307.46 feet to a point opposite HES 45+00 on said line survey and 91 feet southeasterly therefrom; thence northwesterly to a point opposite said HES 45+00 and 64 feet southeasterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 2,050 feet an arc distance of 421.49 feet to a point opposite HES 49+03± on said line survey and 43.69 feet easterly therefrom and the end of this line description.

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Tax No. 300533-002-012-00  
Parcel No. 1-17607

EXHIBIT A  
(continued)

(ALSO KNOWN AS Crown Pacific (after BLA) of BLA recorded under Recording Number 9704185001 and corrected under Recording Number 9902100624.)

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Tax No. 300533-002-012-00  
Parcel No. 1-17607

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Tax No. 300533-002-012-00  
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EXHIBIT A  
(continued)

(ALSO KNOWN AS Crown Pacific (after BLA) of BLA recorded under Recording Number 9704185001 and corrected under Recording Number 9902100624.)

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Tax No. 300533-002-012-00  
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#### PARCEL "A"

A portion of the northeast quarter of the northwest quarter and a portion of Government Lot 2 all in Section 33, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Commencing at the southwest corner of Block 7, D.A. Quinn's First Addition to Marysville, according to the plat thereof recorded in Volume 1 of Plats, page 69, in Snohomish County, Washington; thence South 0°14'33" East, being the southerly projection of the west line of said Block 7, for 80.0 feet to the True Point of Beginning; thence continue South 0°14'33" East for 580.0 feet; thence South 2°05'31" West for 533.62 feet; thence South 50°37'44" West for 59.29 feet; thence South 50°29'32" West for 4.98 feet; thence northwesterly along the northerly bank of Ebey Slough to the easterly margin of State Highway 529; thence northerly along the said easterly margin of State Highway 529 to the south line of that certain parcel of land conveyed to James P. and Gloria Funston, husband and wife by deed recorded under Recording Number 7907110029, records of Snohomish County, Washington; thence continue along the easterly margin of said Highway 529 on a curve to the left, the radius center bears north 67°09'16" West and having a radius of 1,196.00 feet and consuming an angle of 0°53'38" for 18.66 feet; thence North 68°02'54" West, along said road margin, for 10.0 feet; thence continue along said road margin on a curve to the left, the radius center bears North 68°02'54" West, and having a radius of 1,186.0 feet and consuming an angle of 0°34'47" for 12.0 feet; thence South 74°54'34" East for 252.20 feet to a line 12.69 feet east of the said Funston's parcel; thence North 0°14'33" West, along a line 12.69 feet east of said Funston Parcel, for 356.06 feet to the south line of property owned by the City of Marysville; thence North 85°34'37" East for 245.41 feet to the west line of that certain parcel deeded to the City of Marysville by deed recorded under Recording Number 1342302, records of Snohomish County, Washington; thence South 43°24'26" East, along said west line for 25.66 feet to the True Point of Beginning.

Tax No. 300533-002-012-00  
Parcel No. 1-17607

EXHIBIT A  
(continued)

(ALSO KNOWN AS Crown Pacific (after BLA) of BLA recorded under Recording Number 9704185001 and corrected under Recording Number 9902100624.)

The lands herein described contain an area of 27,696 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 18, 2007, revised September 11, 2008.

Tax No. 300533-002-012-00  
Parcel No. 1-17607

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 27, 2009**

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

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8” sewer main serving 6127 70<sup>th</sup> St NE & vicinity.  
 The recoverable amount of this Recovery Contract is \$5,880.60.

<b>RECOMMENDED ACTION:</b> Public Works and Community Development staff recommends Council authorize the Mayor to sign the contract.
<b>COUNCIL ACTION:</b>

**After Recording Return to:**

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

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

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

Name  
**Duane E. Fashempour**

Address  
**6127 70<sup>th</sup> Street NE  
Marysville, WA 98270**

hereinafter referred to as "Developer."

**W I T N E S S E T H:**

WHEREAS, the Developer has constructed and installed a sewer (water or sewer) system, including a(n) 8-inch line and appurtenances situated as follows:

**Approximately 118 LF of 8" PVC sewer main located on 61<sup>st</sup> Avenue north of 70<sup>th</sup> Street NE.**

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

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

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

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on tracing cloth, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$15,189.29, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

**One property located in the NE Quarter of Section 27, Township 30 North, Range 5 East, W.M. Tax parcel #300527-001-042-00.**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$5,880.60.

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

6. The fair pro-rata share is hereby established to be **\$0.30** per square foot of benefiting properties.

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

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

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

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

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

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

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

ATTEST:

THE CITY OF MARYSVILLE:

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By \_\_\_\_\_  
CITY ATTORNEY

  
Duane E. Fashempour  
Property Owner

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

DATED this 13th day of April, 2009.



Cindy L. Moore  
Cindy L. Moore  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville  
My commission expires 7/17/2012

**For Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**For Representative:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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





Exhibit C – Parcel/Cost Sheet

Fashempour SFR – Sewer

	Property Address	Parcel #	SF	Cost \$0.30/sf	Date Paid
1	6131 70 <sup>th</sup> St NE Stolcis, Chris	300527-001-042-00	19,602	\$5,880.60	
	<b>Subtotal - Recoverable</b>			<b>\$5,880.60</b>	
	Developer's Share	300527-001-045-00		\$9,308.69	
	Total Project Cost			\$15,189.29	

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 27, 2009**

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

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8” water main serving 6127 70<sup>th</sup> St NE & vicinity.

The recoverable amount of this Recovery Contract is \$26,018.52.

RECOMMENDED ACTION: Public Works and Community Development staff recommends Council authorize the Mayor to sign the contract.
COUNCIL ACTION:

**After Recording Return to:**

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

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

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

Name  
**Duane E. Fashempour**

Address  
**6127 70<sup>th</sup> Street NE  
Marysville, WA 98270**

hereinafter referred to as "Developer."

**W I T N E S S E T H:**

WHEREAS, the Developer has constructed and installed a water (water or sewer) system, including a(n) 8-inch line and appurtenances situated as follows:

**Approximately 538 LF of 8" DI water main located on 61<sup>st</sup> Avenue north of 70<sup>th</sup> Street NE.**

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

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

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

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on tracing cloth, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$53,926.41, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

**Four properties located in NE Section 27, Township 30 North, Range 5 East, W.M. Tax parcel #'s 300527-001-042-00, 300527-001-043-00, 300527-001-044-00, & 300527-001-053-00.**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$26,018.52.

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

6. The fair pro-rata share is hereby established to be \$0.33 per square foot of benefiting properties.

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

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

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

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

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

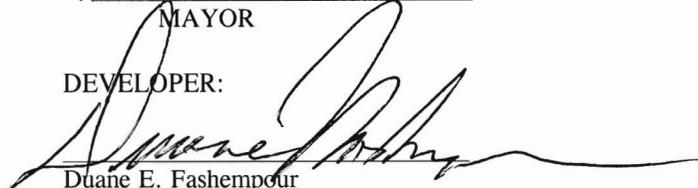
11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section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

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

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

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

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

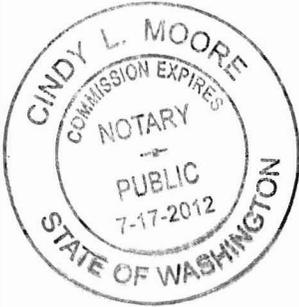
DEVELOPER:  
  
Duane E. Fashempour  
Property Owner

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

DATED this 13th day of April, 2009.



Cindy L Moore  
Cindy L Moore  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville  
My commission expires 7/17/2012

**For Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**For Representative:**

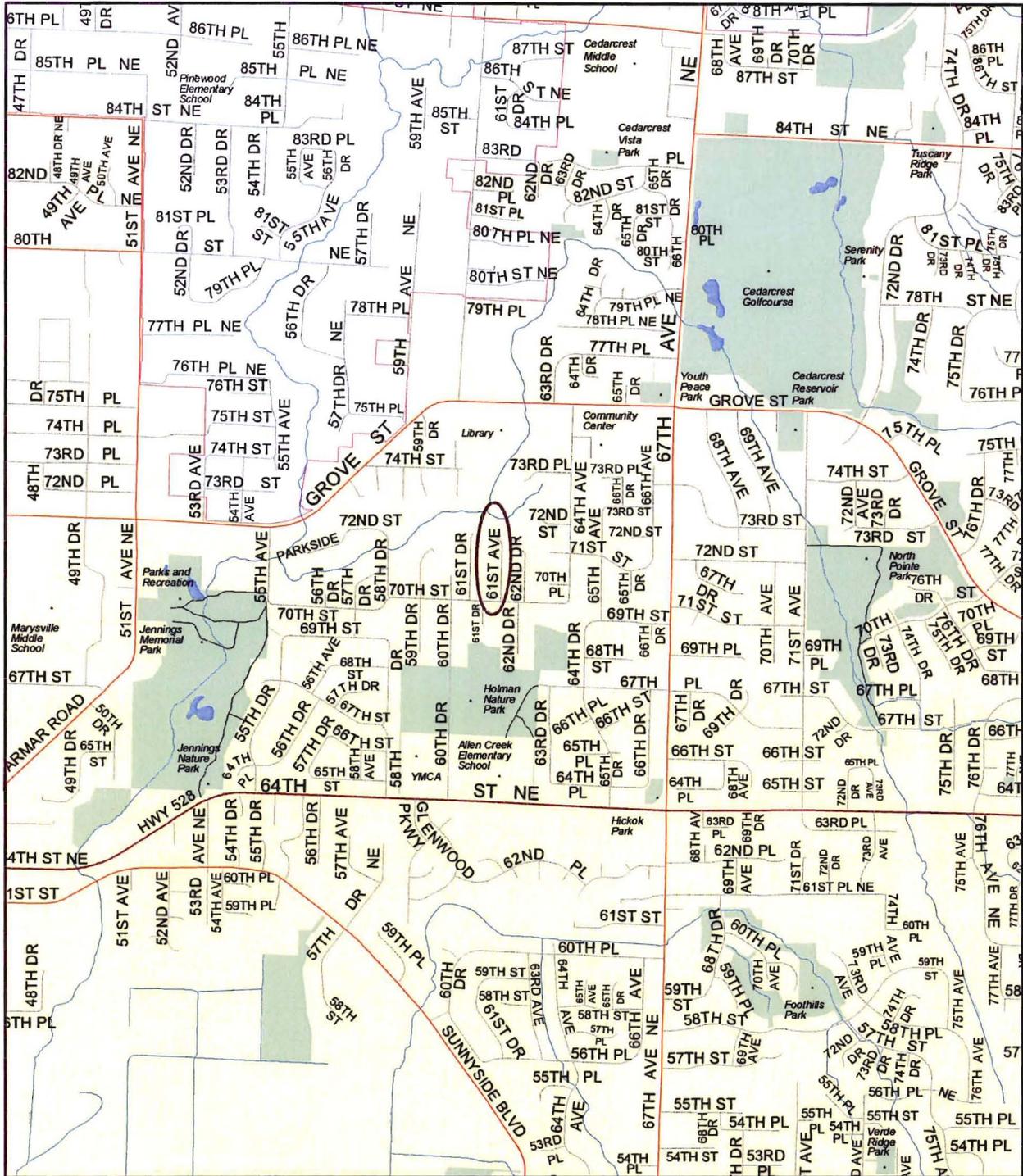
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

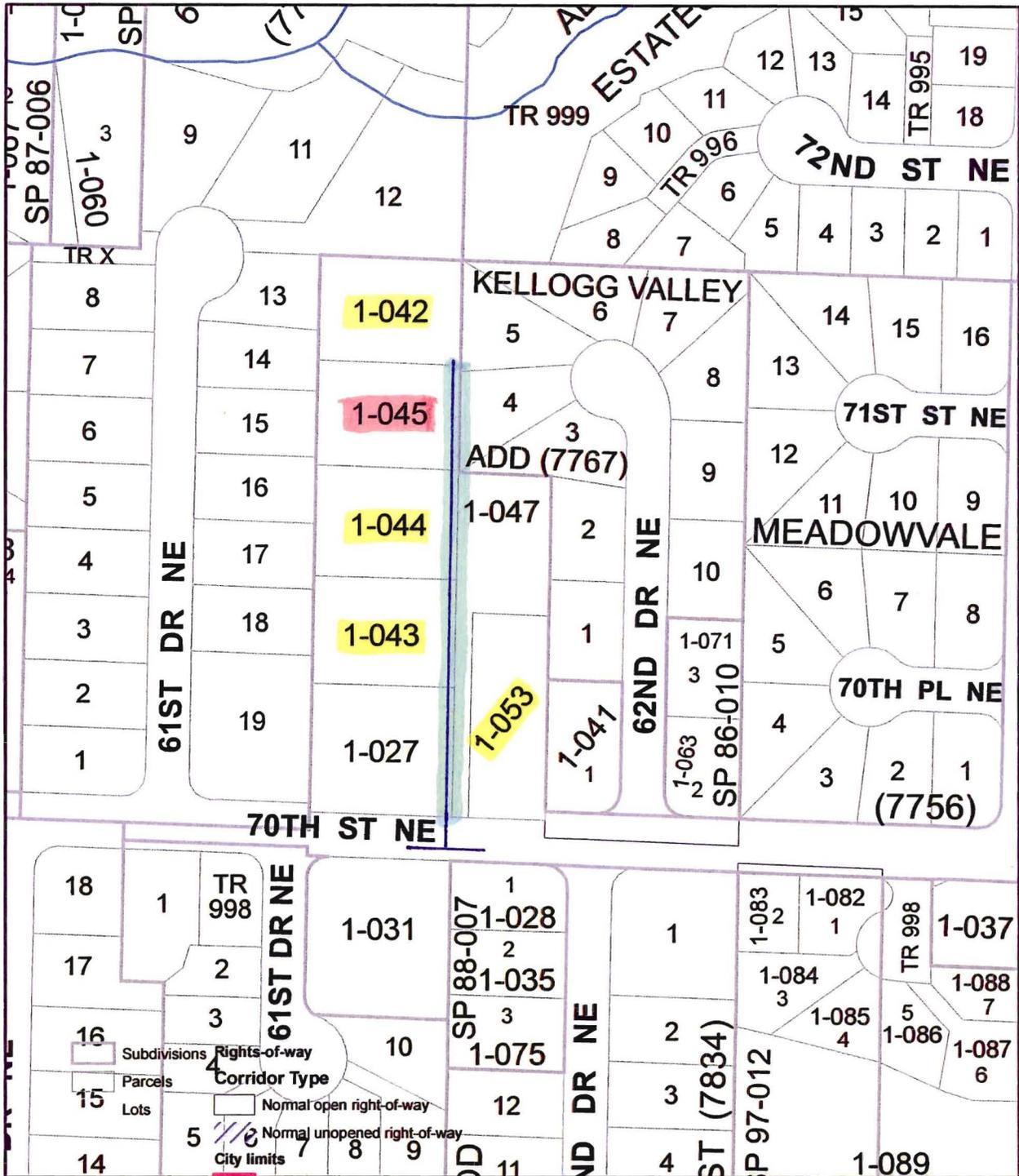
Exhibit A - Vicinity Map



- Trails
- ▲ Places
- INTERSTATE HIGHWAY
- STATE HIGHWAY
- ARTERIAL
- Urban growth area
- City parks and open space
- Marysville city limits
- Tulalip reservation

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

Exhibit B - Parcel Map



- Subdivisions
- Parcels
- Lots
- Rights-of-way
- Corridor Type
- Normal open right-of-way
- Normal unopened right-of-way
- City limits
- ARLINGTON
- EVERETT
- LAKE STEVENS
- MARYSVILLE
- Multiple account parcels

Developer's Property

Benefiting Property

Water Main

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

Exhibit C – Parcel/Cost Sheet

Fashempour SFR – Water

	Property Address	Parcel #	SF	Cost \$0.33/sf	Date Paid
1	6131 70 <sup>th</sup> St NE Stolcis, Chris	300527-001-042-00	19,602	\$6,468.66	
2	6125 70 <sup>th</sup> St NE Lombard, Mark	300527-001-044-00	20,038	\$6,612.54	
3	6123 70 <sup>th</sup> St NE Stafford, Kevin	300527-001-043-00	19,602	\$6,468.66	
4	6205 70 <sup>th</sup> St NE Stafford, Kevin	300527-001-053-00	19,602	\$6,468.66	
	<b>Subtotal - Recoverable</b>			<b>\$26,018.52</b>	
	Developer's Share	300527-001-045-00		\$27,907.89	
	<b>Total Project Cost</b>			<b>\$53,926.41</b>	

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 4/27/09**

AGENDA ITEM: PA08050 – Wireless Communication Facilities code amendments	AGENDA SECTION: New Business	
PREPARED BY: Libby Grage, Associate Planner 	APPROVED BY: 	
ATTACHMENTS: 1. Proposed code amendment 2. Memo to PC dated 3/10/09 3. PC minutes dated 7/22/08, 10/14/08, 2/10/09 & 3/10/09 4. Ordinance		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

The Planning Commission (PC) held a Public Hearing on March 10, 2009 to review proposed amendments to Chapter 19.43 MMC, *Wireless Communication Facilities* (WCF). The proposed amendments primarily address requirements for the addition of antennas to utility poles in the public right-of-way. Key proposed amendments to the chapter include:

- Reduction of the maximum permitted height of replacement utility poles & addition of a section addressing general requirements for WCF in the public ROW
- Revision of the siting hierarchy & provision of language giving discretion to the CD director in approving locations lower in the ranking upon demonstration that the location would result in lesser visual/aesthetic impact
- Revision of application requirements

A summary of other minor proposed revisions is provided in the attached memo to the Planning Commission dated 3/10/09.

The PC received testimony at the public hearing, following public notice. The PC made a motion to forward a recommendation of approval of the proposed amendments to Marysville City Council for adoption by ordinance.

**RECOMMENDED ACTION:**

Affirm the PC's Recommendation and adopt the amendments to Chapter 19.43 MMC, *Wireless Communication Facilities*, by ordinance.

**COUNCIL ACTION:**



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

## MEMORANDUM

DATE: March 10, 2009  
TO: Planning Commission  
FROM: Libby Grage, Associate Planner  
RE: Wireless Communication Facilities code amendments  
Public Hearing

Attached are the proposed revisions to Chapter 19.43 MMC, *Wireless Communication Facilities*, based on comments from the Planning Commission workshops held on July 22, 2008, October 14, 2008, and February 10, 2009 and the meeting held with stakeholders on December 12, 2008. Stakeholders attending the meeting included representatives from Snohomish County PUD and representatives / consultants from the wireless industry.

The proposed amendments include revisions to the following sections:

### 19.43.030 MMC, *Exemptions from land use review*

- Clarify that 'antenna modifications' means the replacement of existing antennas only with similarly sized antennas.

### 19.43.040 MMC, *Permit required*

- Add a note # 3, referring to concealed attached WCF in the public ROW compliance with new section 19.43.070(3) MMC.
- Clarify that footnote # 1 is referring to attached WCF outside of the public ROW (i.e. buildings or other structures).

### 19.43.050 MMC, *Application requirements*

- Add provision for waiver of structural calculations for attachments to utility poles, provided a letter is submitted from the appropriate utility agency accepting responsibility for design of the structure.
- Add provision to require that the application provide justification for the proposed height of WCFs and evaluation of alternative designs that may result in lower heights.
- Allow concurrent review of an initial franchise agreement application and specific site land use application.

### 19.43.060 MMC, *Siting Hierarchy*

- Revise the hierarchy as follows: 1.) Co-location on existing towers; 2.) New concealed antenna support structures or concealed consolidations on developed, improved sites in non-residential

zoning districts or publicly-owned land; or concealed attached WCF on publicly-owned property, public rights-of-way, or in non-residential zoning districts or on residential lots not used for SFR purposes; 3.) Concealed consolidations in non-residential zoning districts or on residential lots not used for SFR purposes; 4.) New concealed antenna support structures in non-residential zoning districts or on residential lots not used for SFR purposes.

- Add a provision allowing the CD director to allow siting at a location lower on the hierarchy provided applicant demonstrates lesser visual/ aesthetic impact.

19.14.070 MMC, *General requirements*

- Add new section for requirements for attached WCF in public ROW.
- Reduce the maximum allowed height for replacement utility poles.
- Add provision to allow CD director to permit construction of replacement poles using alternative materials if structurally necessary.

19.14.080 MMC, *Design Standards*

- Add PI & BP zones to height chart.
- Remove allowance for increase in height of up to 40' for replacement utility poles.
- Add provision to allow City to determine screening requirements (i.e. fencing or building, etc.) based on surrounding conditions.
- Add provision to require fencing of sufficient height to screen all ground equipment.

**Chapter 19.43**  
**WIRELESS COMMUNICATION FACILITIES**  
**PC recommended amendments**

Sections:

<u>19.43.010</u>	Purpose.
<u>19.43.020</u>	Applicability.
<u>19.43.030</u>	Exemptions from land use review.
<u>19.43.040</u>	Permit required.
<u>19.43.050</u>	Application requirements.
<u>19.43.060</u>	Siting hierarchy.
<u>19.43.070</u>	General requirements.
<u>19.43.080</u>	Design standards.
<u>19.43.090</u>	Technical evaluation.
<u>19.43.100</u>	Interference.
<u>19.43.110</u>	Cessation of use.
<u>19.43.120</u>	Amateur radio antennas.

**19.43.010 Purpose.**

The purpose of this chapter is to:

(1) Establish clear regulations for the siting and design of wireless communication facilities consistent with federal regulations.

(2) Promote the health, safety, and general welfare of the public by regulating the siting of WCFs.

(3) Minimize impacts of WCFs on surrounding areas by establishing standards for location, structural integrity, and compatibility.

(4) Encourage the location and co-location of wireless communication equipment on existing structures.

(5) Minimize visual, aesthetic, public safety, and environmental and wildlife effects.

(6) Accommodate the growing need and demand for wireless communication services.

(7) Respond to the policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services.

(8) Encourage orderly development in a preferred hierarchy using concealed technologies. (Ord. 2625 § 6, 2006; Ord. 2145 § 10, 1997).

**19.43.020 Applicability.**

(1) If a conflict arises between this chapter and the provisions of another chapter regarding wireless communication facilities, this chapter shall govern.

(2) Facilities regulated by this chapter include the construction, modification, and placement of all WCFs, FCC-regulated amateur radio antennas, dish antennas, and any antennas used for MMDS or wireless cable, and wireless service facilities (i.e., cellular phone service, PCS – personal communication services, wireless paging services,

wireless Internet services, etc.). Wireless services shall be subject to the following regulations to the extent that such requirements:

(a) Do not unreasonably discriminate among providers of functionally equivalent services;

(b) Do not have the effect of prohibiting personal wireless services within the city of Marysville. (Ord. 2625 § 6, 2006; Ord. 2416 § 1, 2002; Ord. 2145 § 10, 1997).

**19.43.030 Exemptions from land use review.**

The following are exempt from the provisions of this chapter:

(1) Amateur radio antenna operated by a federally licensed amateur radio operator as part of the amateur or business radio service are exempt from the provisions of this chapter except MMC 19.43.040 and 19.43.120.

(2) Citizen band or two-way radio antenna including any mast.

(3) Satellite earth stations (satellite dish) that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts.

(4) A temporary commercial wireless communications facility, for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approval by the city, except that such facility must comply with all federal and state requirements. Said wireless communications facility may be exempt from the provisions of this chapter up to one week prior and one week after the special event.

(5) In the event a building permit is required for any emergency repair, notification in writing to the director of community development shall occur within 24 hours of identification of the needed repair, and filing of the building permit application shall be done in compliance with the city’s adopted building code. (In the event a building permit is required for nonemergency maintenance, reconstruction, repair or replacement, filing of the building permit application shall be required prior to the commencement of such nonemergency activities.)

(6) Antenna modifications (replacement of existing antennas only), provided there is no increase in the height of the antenna support structure and provided that the size of the replaced antennas is not increased. (Ord. 2625 § 6, 2006; Ord. 2145 § 10, 1997).

**19.43.040 Permit required.**

The following table summarizes the type of proposal and required land use approvals. All proposals are subject to the siting hierarchy requirements of this chapter.

Concealed Attached WCF	WCF Consolidation	Concealed Co-location	Flush- or Nonflush-Mounted Antenna on Existing Antenna Support Structure	New Concealed Antenna Support Structure	Combined on Existing WCF	Amateur Radio Antennas
P1, <u>3</u> C	C	P1 C	P1 C	C	P1 C	P2

P – Permitted Use. The use is allowed subject to the requirements of the code.

C – Conditional Use Permit. The use is allowed subject to the conditional use review procedures and requirements of the code.

Notes:

1. If the proposal does not extend the height of a structure outside of public right-of-way by more than 40 feet, ~~or the structure is in compliance with~~ above the maximum allowed WCF height for the zone, and it is demonstrated that the proposal is consistent with any previous relevant approval conditions.

2. Amateur radio antennas are permitted subject to MMC 19.43.120.

3. Concealed attached WCF proposed within the public right-of-way are subject to 19.43.070(3) MMC.

(Ord. 2625 § 6, 2006).

### **19.43.050 Application requirements.**

In addition to any information required for CUP, ROW permit, or building permit review, an application for new WCFs or modifications to WCFs that require city approval shall provide the following information:

(1) A site plan showing existing and proposed WCFs, access, base station, ancillary structures, warning signs, fencing, landscaping and any other items necessary to illustrate compliance with the development standards of this chapter.

(2) A stamped statement by a state of Washington registered professional engineer that the support structure shall comply with EIA/TIA-222-G (as amended), and the allowable wind speed for the applicable zone in which the facility is located; and that describes the general structural capacity of any proposed WCF(s), including:

(a) The number and type of antennas that can be accommodated;

(b) The basis for the calculation of capacity; and

(c) A written statement that the proposal complies with all federal guidelines regarding interference and ANSI standards as adopted by the FCC, including but not limited to nonionizing electromagnetic radiation (NIER) standards.

Some or all of the requirements listed in this subsection (2) may be waived for applications for attachments to utility poles; provided a letter is submitted from the appropriate utility agency accepting responsibility for design of the structure.

(3) A report by the applicant that includes a description of the proposed WCF, including height above grade, justification for the proposed height of the structure and an evaluation of alternative designs which might result in lower heights, materials, color, lighting, and information demonstrating compliance with siting hierarchy.

(4) Where a permit for an attachment or co-location is required, the application shall also include the following information:

(a) The name and address of the operator(s) of proposed and existing antennas on the site;

(b) The height of any proposed antennas;

(c) Manufacture, type, and model of such antennas;

(d) Frequency, modulation, and class of service; and

(e) A description of the wireless communication service that the applicant intends to offer to provide, or is currently offering or providing within the city.

(5) A detailed visual simulation of the wireless communication facility shall be provided along with a written report from the applicant, including a map showing all locations where an unimpaired signal can be received for that facility (propagation map).

(6) If applicable, approved franchise agreement, or completed franchise agreement application and related fees.

(7) Other information as the director of community development may reasonably require.

(8) Fees for review as established by the city's most current fee resolution.

The director of community development may release an applicant from having to provide one or more of the pieces of information on this list upon a finding that in the specific case involved said information is not necessary to process or make a decision on the application being submitted. (Ord. 2625 § 6, 2006).

### **19.43.060 Siting hierarchy.**

Siting of antenna or support structures shall adhere to the siting hierarchy of this section. The order of ranking for antenna or antenna support structures, from highest to lowest, shall be ~~1a, 1b, 1c, 1d, 1e, 2a, 2b, 2c, 2d, 3a, 3b, 3c, 3d, and 3e~~ 1, 2, 3, 4. Where letters (a, b) are present, a is preferable to b. Where a lower ranking alternative is proposed, the applicant must submit relevant information including but not limited to an affidavit by a licensed radio frequency engineer demonstrating that despite diligent efforts to adhere to the established hierarchy within the geographic search area, higher ranking options are not technically feasible or justified given the location of the proposed wireless communications facility and network need.

Example: A new facility meeting the definition of a concealed consolidated WCF is proposed; the applicant demonstrates that the new facility cannot be sited under hierarchy 1a through 1e. The applicant then demonstrates the new facility cannot be sited under hierarchy ~~2a or 2b~~ 2. The applicant then moves to hierarchy ~~2c~~ 3 and is able to propose a site.

~~(1) Concealed attached WCF that is attached to an existing concealed or nonconcealed antenna support structure (if attached to a nonconcealed antenna support structure, concealment will be done if determined by the community development director to aid in concealment):~~

- ~~(a) Within city-classified arterial and collector right-of-way.~~
- ~~(b) Within public parks, public open spaces, and on other publicly owned land.~~
- ~~(c) Within other, not arterial or collector, city street right-of-way.~~
- ~~(d) In any nonresidential zoning district.~~
- ~~(e) In residential zoning districts on lots not used for single-family residential purposes.~~

~~(2) Concealed consolidation that is a consolidation of antenna support structures:~~

- ~~(a) Within city-classified arterial right-of-way.~~
- ~~(b) Within public parks, public open spaces, and on other publicly owned land.~~
- ~~(c) In any nonresidential zoning district.~~
- ~~(d) In residential zoning districts on lots not used for single-family residential purposes.~~

~~(3) New concealed antenna support structure:~~

- (a) ~~Within city-classified arterial right-of-way.~~
- (b) ~~Within public parks, public open spaces, and on other publicly owned land.~~
- (c) ~~Within other city street right-of-way.~~
- (d) ~~In any nonresidential zoning district.~~
- (e) ~~In residential zoning districts on lots not used for single-family residential purposes. (Ord. 2625 § 6, 2006).~~

<u>1</u>	<u>Co-location with existing antenna support structure:</u> <ul style="list-style-type: none"> <li>a. <u>That requires no increase in pole or structure height.</u></li> <li>b. <u>That requires an increase in pole or structure height which shall comply with Section 19.43.080(3) MMC.</u></li> </ul>
<u>2</u>	<u>New concealed antenna support structure or concealed consolidation:</u> <ul style="list-style-type: none"> <li>• <u>On developed, improved sites in non-residential zoning districts; or</u></li> <li>• <u>On publicly owned land.</u></li> </ul> <u>Concealed attached WCF:</u> <ul style="list-style-type: none"> <li>• <u>Within public parks, public open spaces, and on other publicly owned land; or</u></li> <li>• <u>Within public rights-of-way; or</u></li> <li>• <u>Within non-residential zoning districts or residential zoning districts on lots not used for single-family residential purposes.</u></li> </ul>
<u>3</u>	<u>Concealed consolidations:</u> <ul style="list-style-type: none"> <li>a. <u>In non-residential zoning districts.</u></li> <li>b. <u>In residential zoning districts on lots not used for single-family residential purposes.</u></li> </ul>
<u>4</u>	<u>New concealed antenna support structure:</u> <ul style="list-style-type: none"> <li>a. <u>In non-residential zoning districts.</u></li> <li>b. <u>In residential zoning districts on lots not used for single-family residential purposes.</u></li> </ul>

The Community Development Director may allow the siting of a facility in a location at a lower position in the hierarchy without demonstration that higher ranking options are not technically feasible or justified; provided the applicant demonstrates that the proposed facility location would result in a lesser visual/aesthetic impact and better meets the purposes of this chapter.

**19.43.070 General requirements.**

~~(1) Within public parks, public open space, other public property, and right-of-way, the placement of antennas on existing structures, such as power poles, light poles for streets and parking lots, light standards for recreational fields and antenna support structures, is the preferred option subject to the approval of the property owner. If an existing structure cannot accommodate an antenna due to structural deficiency, or does not have the height required to provide adequate signal coverage, the structure may be replaced with a new structure, provided the new structure:~~

~~(a) Serves the original purpose. Utility poles, if replaced, must be of similar appearance and composition as adjacent utility poles.~~

~~(b) Does not exceed the original height by 40 feet or the maximum height allowed by this chapter. (Any height increase in excess of 40 feet will require a conditional use permit.)~~

~~(c) Meets all the requirements of this chapter.~~

(1) Co-located or combined facilities shall comply with the following requirements:

(a) Co-location of antennas onto existing antenna support structures meeting the dimensional standards of this chapter are permitted outright. Antenna mounts shall be flush-mounted onto existing antenna support structure, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area. Furthermore, an antenna shall only extend vertically above the uppermost portion of the structure to which it is mounted or attached, as follows:

(i) Not more than 20 feet on a nonresidential structure; and

(ii) Not more than 15 feet on a multifamily structure.

(b) Co-location of antennas onto a new antenna support structure constructed after the effective date of the ordinance codified in this chapter May 1, 2006 shall be concealed.

(c) At the time of installation, the WCF base station and ancillary structures shall be brought into compliance with any applicable landscaping requirements.

(d) A co-located or combined WCF, its new base station, and any new ancillary structures shall be subject to the setbacks of the underlying zoning district.

(e) When a co-located or combined WCF is to be located on a nonconforming building or structure, then it will shall be subject to the nonconformingance provisions of Chapter 19.44 of the Marysville Municipal Code. (Ord. 2625 § 6, 2006).

(2) Concealed attached antenna WCF outside of the public ROW shall comply with the following requirements:

(a) Concealed antennas shall reflect the visual characteristics of the structure to which it is attached and shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed so that they blend with the existing structural design, color, and texture. This shall include the use of colors and materials, as appropriate. When located on structures such as buildings or water towers, the placement of the antenna on the structure shall reflect the following order of priority in order to minimize visual impact:

(i) A location as close as possible to the center of the structure; and

(ii) Along the outer edges or side-mounted; provided, that in this instance, additional means such as screens should be considered and may be required by the department on a case-by-case basis; and

(iii) When located on the outer edge or side-mounted, be placed on the portion of the structure less likely to be seen from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways.

(b) The top of the concealed attached WCF shall not be more than 40 feet above the existing or proposed nonresidential building or structure, or more than 15 feet above a residential building. Maximum height must be consistent with MMC 19.43.080(3).

(c) Feed lines shall be contained within a principal building or encased and the encasement painted to blend and match the design, color, and texture of the facade, roof, wall, or structure to which they are affixed.

(3) Concealed attached WCF proposed within the public right-of-way shall comply with the following requirements:

- (a) An existing pole may be extended or replaced with a new pole provided the original pole height may be increased by no more than the sum of the height of the wireless antenna(s) and necessary equipment, plus the minimum vertical separation distance as required by the utility agency.
- (b) The pole must serve the original purpose and, if replaced, must be of similar appearance and composition as adjacent utility poles. The Community Development Director may authorize the utilization of a composition material other than that of adjacent poles if it can be demonstrated that the utility's engineering requirements necessitate that the different material be utilized.
- (c) Antennas shall be flush mounted.
- (d) Field changes necessary in order to meet other utility agency requirements shall be reviewed and approved by the City prior to structure installation.

~~(3)~~ (4) Concealed antenna support structures shall comply with the following requirements:

(a) Upon application for a new concealed antenna support structure, the applicant shall provide a map showing all existing antenna support structures or other suitable nonresidential structures located within one-quarter mile of the proposed structure with consideration given to engineering and structural requirements.

(b) No new antenna support structure shall be permitted if an existing structure suitable for attachment of an antenna or co-location is located within one-quarter mile, unless the applicant demonstrates that the existing structure is physically or technologically unfeasible, or is not made available for sale or lease, by the owner, or is not made available at a market rate cost, or would result in greater visual impact. The burden of proof shall be on the applicant to show that a suitable structure for mounting of antenna or co-location cannot be reasonably or economically used in accordance with these criteria.

(c) In residential districts, new concealed antenna support structures shall only be permitted on lots whose principal use is not single-family residential, including but not limited to: schools, churches, synagogues, fire stations, parks, and other public property.

(d) To the extent that there is no conflict with the color and lighting requirements of the Federal Communications Commission and the Federal Aviation Administration for aircraft safety purposes, new antenna support structures shall be concealed as defined by this title and shall be configured and located in a manner to have the least visually obtrusive profile on the landscape and adjacent properties.

New concealed antenna support structures shall be designed to complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and materials, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the proposed concealed antenna support structure from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways.

(e) At time of application the applicant shall file a letter, with the department, agreeing to allow co-location on the tower. The agreement shall commit the applicant to provide, either at a market rate cost or at another cost basis agreeable to the affected parties, the opportunity to co-locate the antenna of other service providers on the applicant's proposed tower to the extent that such co-location is technically and structurally feasible for the affected parties.

(f) All new concealed antenna support structures up to 60 feet in height shall be engineered and constructed to accommodate no less than two antenna arrays. All concealed antenna support structures between 61 feet and 100 feet shall be engineered and constructed to accommodate no less than three antenna arrays. All concealed antenna support structures between 101 and 140 feet shall be engineered and constructed to accommodate no less than four antenna arrays.

(g) Those providing for co-location shall also submit a plan for placement of base station equipment for potential future providers and/or services provided by additional antenna arrays.

(h) Grading shall be minimized and limited only to the area necessary for the new WCF.

~~(4)~~ (5) Consolidation of WCFs shall comply with the following requirements:

Consolidation of two or more existing WCFs may be permitted pursuant to the provisions of this chapter including a CUP and consideration of the following:

(a) WCF consolidation shall reduce the number of WCFs.

(b) If a consolidation involves the removal of WCFs from two or more different sites and if a consolidated WCF is to be erected on one of those sites, it shall be erected on the site that provides for the greatest compliance with the standards of this chapter.

(c) Consolidated WCFs shall be concealed.

(d) All existing base station and ancillary equipment shall be brought into compliance with this chapter.

(e) New WCFs approved for consolidation of an existing WCF shall not be required to meet new setback standards so long as the new WCF and its base station and ancillary structures are no closer to any property lines or dwelling units as the WCF and base station and ancillary structures being consolidated. For example, if a new WCF is replacing an old one, the new one is allowed to have the same setbacks as the WCF being removed, even if the old one had nonconforming setbacks.

(f) If the consolidated WCF cannot meet the setback requirements, it shall be located on the portion of the parcel on which it is situated which, giving consideration to the following, provides the optimum practical setback from adjacent properties:

(i) Topography and dimensions of the site;

(ii) Location of any existing structures to be retained.

(5) Co-located or combined facilities shall comply with the following requirements:

~~(a) Co-location of antennas onto existing antenna support structures meeting the dimensional standards of this chapter are permitted outright. Antenna mounts shall be flush-mounted onto existing antenna support structure, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area. Furthermore, an antenna shall only extend vertically above the uppermost portion of the structure to which it is mounted or attached, as follows:~~

~~(i) Not more than 20 feet on a nonresidential structure; and~~

~~(ii) Not more than 15 feet on a multifamily structure.~~

~~(b) Co-location of antennas onto a new antenna support structure constructed after the effective date of the ordinance codified in this chapter shall be concealed.~~

~~(c) At the time of installation, the WCF base station and ancillary structures shall be brought into compliance with any applicable landscaping requirements.~~

~~(d) A co-located or combined WCF, its new base station, and any new ancillary structures shall be subject to the setbacks of the underlying zoning district.~~

~~(e) When a co-located or combined WCF is to be located on a nonconforming building or structure, then it will be subject to the nonconforming provisions of the Marysville Municipal Code. (Ord. 2625 § 6, 2006).~~

#### **19.43.080 Design standards.**

(1) All WCFs shall:

(a) Be designed and constructed to present the least visually obtrusive profile.

(b) Use colors such as grey, blue, or green that reduce visual impacts unless otherwise required by the city of Marysville, FAA, or FCC.

(c) Flush-mount antenna when feasible. Non-flush-mounted antennas are allowed only upon written demonstration by the applicant that flush-mounting is not feasible.

(2) Base Stations.

(a) Base stations that are not located underground shall not be visible from public views.

(b) New base stations and ancillary structures shall be designed to complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and building materials of existing buildings or structures on the property, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the base station and ancillary structures from pedestrian views. Where feasible, one building with multiple compartments shall be constructed to serve the total number of anticipated co-location tenants. If the applicant can demonstrate that one building is not feasible or practical due to site design or other constraints, then a site plan shall be provided to demonstrate how all potential base stations and ancillary structures will be accommodated within the vicinity of the WCF.

(3) Height Standards. The height of the antenna support structure shall be measured from the natural undisturbed ground surface below the center of the base of the tower to

the top of the tower or, if higher, to the top of the highest antenna or piece of equipment attached thereto. The height of any WCF shall not exceed the heights provided in the table below.

Zone	Maximum Height
GC, DC, CB, NB, GI, LI, MU, <u>PI, BP</u>	140'
R4.5-R28	80'
Open Space and Recreation	140'

Notes:

~~(1) Height limits in right of way shall be 40 feet above existing utility or light poles, provided it does not exceed the allowed height for the zone abutting the right of way as listed above, except as provided in note 3 below.~~

~~(2)~~ (1) New antenna support structures must comply with MMC 19.43.070(4)(e) through (g).

~~(3) Height limits provided above may be exceeded only when antenna placement is on an existing structure and does not extend the height of the existing structure by more than 30 feet on nonresidential structures and 15 feet on residential structures.~~

(a) Increases to the height of an existing antenna support structure are permitted provided:

- (i) It is consistent with all conditions of the CUP authorizing the use and subsequent approvals thereafter;
- (ii) The existing conditions and the proposed changes are not in violation of the MMC;
- (iii) It is necessary to accommodate an actual co-location of the antenna for additional service providers or to accommodate the current provider's antenna required to utilize new technology, provide a new service, or increase capacity;
- (iv) Height increases are limited to no more than 40 feet above the height of the existing antenna support structure unless explicitly allowed in the CUP;
- (v) A nonconformance shall not be created or increased, except as otherwise provided by this chapter;
- (vi) A detailed certification of compliance with the provisions of this section is prepared, submitted, and approved.

(4) Setback Requirements.

(a) Antenna support structures outside of the right-of-way shall have a setback from property lines of 10 feet from any property line and 50 feet or one foot setback for every one foot in height from any residentially zoned property, whichever provides the greatest setback.

(b) Base stations shall be subject to the setback requirements of the zone in which they are located.

(c) The department shall consider the following criteria and give substantial consideration to on-site location and setback flexibility is authorized when reviewing applications for new antenna support structures and consolidations:

(i) Whether existing trees and vegetation can be preserved in such a manner that would most effectively screen the proposed tower from residences on adjacent properties;

(ii) Whether there are any natural landforms, such as hills or other topographic breaks, that can be utilized to screen the tower from adjacent residences;

(iii) Whether the applicant has utilized a tower design that reduces the silhouette of the portion of the tower extending above the height of surrounding trees.

(5) Landscaping and Fencing Requirements.

(a) All ground-mounted base stations and ancillary structures shall be enclosed with an opaque fence or fully contained within a building. In all residential zones, or a facility abutting a residential zone, or in any zone when the base station and ancillary structures adjoin a public right-of-way, the fence shall be opaque and made of wood, brick, or masonry. In commercial or industrial zones, if a chain link fence is installed, slats shall be woven into the security fence. ~~All fencing shall be~~ Required fencing shall be of sufficient height to screen all ground equipment and shall be subject to MMC 19.14.160. The City shall have the authority to determine the type of enclosure and materials required based upon review of existing site and surrounding conditions.

(b) Landscaping shall be done in accordance with Chapter 19.16 MMC.

(c) When a fence is used to prevent access to a WCF or base station, any landscaping required shall be placed outside of the fence.

(d) Landscaping provisions may be modified in accordance with MMC 19.16.130.

(6) Lighting Standards. Except as specifically required by the FCC or FAA, WCFs shall not be illuminated, except lighting for security purposes that is compatible with the surrounding neighborhood. Any lighting required by the FAA or FCC must be the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable to minimize the potential attraction to migratory birds. Dual lighting standards (white blinking light in daylight and red blinking light at dusk and nighttime) are required and strobe light standards are prohibited unless required. The lights shall be oriented so as not to project directly onto surrounding residential property, and consistent with FAA and FCC requirements.

(7) Signage. Commercial messages shall not be displayed on any WCF. The only signage that is permitted upon an antenna support structure, base station, or fence shall be informational, and for the purpose of identifying the antenna support structure (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the antenna support structure, signs located every 20 feet and attached to the fence or wall shall display in large, bold, high contrast letters (minimum letter height of four inches) the following: HIGH VOLTAGE – DANGER.

(8) Sounds. Maximum permissible sound levels to intrude into the real property of another person from a wireless communication facility shall not exceed 45 dB(A). In the

case of maintenance, construction, and emergencies, these sound levels may be exceeded for short durations as required by the specific circumstance. (Ord. 2625 § 6, 2006).

#### **19.43.090 Technical evaluation.**

The city may retain the services of an independent technical expert such as a registered professional electrical engineer accredited by the state of Washington who holds a federal communications general radio telephone operator license. The engineer will provide technical evaluation of permit applications for WCFs. The applicant shall pay all the costs of said review. (Ord. 2625 § 6, 2006).

#### **19.43.100 Interference.**

Whenever the city encounters radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCFs, the following steps shall be taken:

(1) Upon notification by the city to WCF service providers potentially interfering with public safety communications equipment, the providers shall cooperate and coordinate with the city and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry-public safety "Best Practices Guide," released by the FCC in February 2001, including the "Good Engineering Practices," as may be amended or revised by the FCC from time to time.

(2) If any WCF owner fails to cooperate with the city in complying with the owner's obligations under this section or if the FCC makes a determination of radio frequency interference with the city public safety communications equipment, the owner who fails to cooperate and/or the owner of the WCF which caused the interference shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the city for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the jurisdiction to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in the "Best Practices Guide" within 24 hours of the city's notification. (Ord. 2625 § 6, 2006).

#### **19.43.110 Cessation of use.**

(1) Discontinuance or Abandonment. Any WCF that is not operated for a period of 12 months shall be considered abandoned, and the owner of such WCF shall remove the WCF within 90 days of receipt of notice from the governing authority notifying the owner of such abandonment. If such WCF is not removed within said 90 days, the governing authority may remove the WCF at the owner's expense. An extension may be requested and granted for up to 12 months by the community development director if good cause is shown, the WCF is maintained, and conditions would not be detrimental to the public health, safety, or general welfare. If there are two or more users of a single WCF, then this provision shall not become effective until all users cease using the WCF. (Ord. 2625 § 6, 2006).

#### **19.43.120 Amateur radio antennas.**

Amateur radio antennas and support structures are subject to the following:

(1) Maximum height shall be 75 feet, measured pursuant to the definition of WCF height.

(2) Antennas or antenna support structures shall not be permitted in any setback area or within any front yard area. (Ord. 2625 § 6, 2006).



## MARYSVILLE PLANNING COMMISSION

July 22, 2008

7:00 p.m.

City Hall

### CALL TO ORDER

Chairman Muller called the July 22<sup>nd</sup>, 2008 Meeting of the Marysville Planning Commission to order at 7:00 p.m. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Becky Foster, Deirdre Kvangnes, Jerry Andes, Steve Leifer, Toni Mathews, Michael Stevens

**Staff:** Community Development Director Gloria Hirashima, Associate Planner Libby Grage, City Engineer John Cowling, Traffic Engineer John Tatum, Recording Secretary Amy Hess

**Also Present:** Larry Toedli from *The Transpo Group*

**Absent:** None

### APPROVAL OF MINUTES:

June 10, 2008

**Motion** made by Commissioner Stevens, seconded by Commissioner Kvangnes to approve the June 10, 2008 meeting minutes as presented. Motion carries, (7-0).

### PUBLIC HEARING:

None

### NEW BUSINESS:

#### Transportation Plan:

John Tatum began with the Finance portion of the Transportation Element Update. He explained that his intent was to cover finance tonight, focusing on the traffic impact fee. He explained the map that Transpo had provided which included all of

the new routes, major widenings, minor widenings, and interchanges. He stated that this map was a good overview and gave a good idea of the impact these developments might have. Mr. Tatum explained how the financing plan had been developed and the components of the total cost as well as maintenance fees that would be necessary.

Next he went into the Traffic Impact Fee Program Update and explained that they had gone out to 2035 as a horizon timeline for growth forecast. He explained that there were multiple fee methods explored. Chairman Muller questioned whether or not we could get funding from other cities whose residents travel through Marysville to get to the I-5 corridor. Community Development Director Hirashima explained that they had discussed entering into inter-local agreements with surrounding cities to collect impact fees and whether or not this would be equitable. Ms. Hirashima stated that it becomes too additive. She stated that the only way to collect fees from other jurisdictions other than through inter-local agreements would be to negotiate through their SEPA process on a development. Ms. Hirashima noted that Marysville currently has an inter-local agreement with Snohomish County and does collect fees that way.

Mr. Tatum explained that maintaining a single traffic impact fee for all districts was decided based on simplicity, flexibility, and the maximum allowable impact fee. Adjustment factors used as part of the Transportation Element Update were explained.

Commissioner Leifer questioned how to generate the trip number and impact fee for future land use designations if the land is not yet developed; namely commercial and industrial development. Mr. Tatum responded that the Trip Generation Manual dictates multiple ways to figure this number, using gross acreage and zoning for areas yet to be developed. Mr. Toedli added that when developers submit an application which states how many square feet of a particular type of space is to be developed, whether it is retail, office, industrial, etc., a more accurate trip number can be determined.

Chairman Muller questioned the 2.84 tax factor used in the financing model. He felt that the number seemed low. Mr. Tatum responded that this number is an average and is intended to encompass as much of the existing development as possible. He also noted that it is based on a residential and non-residential model. The non-residential includes retail, commercial, and industrial, so not all of these establishments are generating sales tax. Mr. Muller thought that it should be based on what the potential development would be and how much a particular development might generate.

Ms. Hirashima discussed that Marysville may be one of the only jurisdictions that has a differential between commercial impact fees and residential development impact fees. Mr. Toedli concurred that most jurisdictions do not differentiate

between residential and commercial at all. In fact, Marysville is somewhat of a rarity in this instance.

Chairman Muller restated that he did not feel that the 2.84 tax factor was high enough. Commissioner Leifer raised a concern regarding new developers coming in and questioning the factor. Mr. Tatum stated that this number is defensible; he felt that the City could legally defend this number and added that it was repeatable, based on formulas and strategies which could be used over and over to arrive at the same conclusion. Discussion of how this number had been arrived at occurred.

Commissioner Foster was concerned about the Smokey Point area and stated that the property owners had already paid for the road and did not feel that it was fair to have to pay the transportation fees also. She felt that these property owners would be paying for the road twice. Mr. Tatum responded that he did not think that the frontage improvement fees would be charged for this particular area.

Mr. Tatum went back into the Traffic Impact Fees and the forecasted revenues for the projected horizon. The two scenarios for revenue forecasts were discussed and explained. He explained the choices and strategies that could be used to compensate for the estimated deficits that would be left after what the impact fees generated. Ms. Hirashima discussed how to fill the gaps left after the impact fees had been collected as well as other sources of revenue for the transportation plan.

Mr. Cowling gave a brief overview of the presentation he had given to Council earlier this month. He focused on the importance of incremental planning and development. Additional bonding was discussed in order to get some of the more important road projects done. Commissioner Leifer questioned why we can't figure out everything related to transportation that the city will need and how much it would cost and build it now. He suggested the use of a bond mechanism to be paid off with future cash flow. Mr. Leifer felt that this would be a better solution. Commissioner Leifer's overall suggestion was, in short, to use future cash flow to fund projects now. There was further discussion on this topic and its feasibility.

Mr. Tatum invited the Commission to let him know if there was any particular area that they would like staff to focus on for the next meeting. Commissioner Leifer questioned how the motor vehicle fuel tax was allocated. Mr. Tatum responded that it is based on the number of vehicles registered in the city adding that the city gets a very small portion of the fuel tax.

### **Wireless Code Provisions:**

Ms. Hirashima introduced the new wireless facilities that had been cited and the codes that they were currently working under.

Libby Grage went over the new facility that had been permitted and erected on 67<sup>th</sup> Ave. since the new code had gone into effect. She stated that there is currently more interest in creating additional facilities of this type. She went over some of the differences in MMC and other jurisdictions that she had researched. Ms. Grage discussed height limitations implemented by other jurisdictions and whether or not Marysville needed to re-evaluate its current code. Commissioner Kvangnes questioned who was benefitting from the revenue generated by the leased space for these poles. Ms. Grage responded that the private residences and the PUD would benefit. Commissioner Muller questioned how to deal with situations where the intent is to go underground with power poles in the future.

There was discussion of the advancing technology of cell phones and the change in towers required to support this. Commissioner Kvangnes questioned how many facilities we will need as cell phone technology advances. She was concerned that there will be too many. Chairman Muller suggested restricting type of facility to obtain a more aesthetically pleasing look. Commissioner Stevens voiced a concern about the people uphill and their views and suggested limiting spacing, or requiring they be installed on east west streets up hills.

#### **ADJOURNMENT:**

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Foster, to adjourn at 8:57 p.m. Motion passed unanimously, (7-0).

#### **NEXT MEETING:**

August 12, 2008

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Amy Hess, Recording Secretary



**MARYSVILLE PLANNING COMMISSION**

**October 14, 2008**

**7:00 p.m.**

**City Hall**

**CALL TO ORDER**

Chairman Muller called the October 14, 2008 Meeting of the Marysville Planning Commission to order at 7:04 p.m. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Steve Leifer, Deirdre Kvangnes, Michael Stevens

**Staff:** Community Development Director Gloria Hirashima, Associate Planner Libby Grage, Associate Planner Angela Gemmer, Recording Secretary Laurie Hugdahl

**Absent:** Becky Foster (Excused)

Steve Muller noted that Toni Matthews' term had expired and she would not be renewing her position. Gloria Hirashima stated that new Planning Commissioner Eric Emery was appointed at last night's Council meeting.

**APPROVAL OF MINUTES**

None

**AUDIENCE PARTICIPATION**

Ellen Hiatt Watson, 7006 179th Place NW, Stanwood, spoke on behalf of 7 Lakes Community, an organization within the 7 Lakes area. The group is interested in land use issues. She thanked the City for taking on issues such as FCCs and rural clusters. Ms. Watson discussed her motivation for starting the citizen group in order to help citizens feel like they make a difference. She encouraged the City to make participation easier. She offered to be available to help spread the word to residents who want to be informed via her website.

Community Development Director Hirashima encouraged Ms. Watson to also attend a Council meeting for audience participation. Ms. Watson indicated that she would do that.

## CURRENT BUSINESS

### 1. Wireless Communication Facilities

Staff is recommending that some revisions be made to the wireless code. Associate Planner Libby Grage summarized the proposed changes as discussed in her memo to the Planning Commission dated October 9, 2008 regarding Wireless Communication Facilities - Recommended Changes.

Chair Muller referred to the October 7, 2008 *HeraldNet* article in their packet: *Edmonds neighbors pitch fit over new metal pole*. He asked if Marysville might need to reconsider this issue. Gloria Hirashima discussed how they are reviewing this issue.

Gloria Hirashima referred to section 19.43.060 *Siting Hierarchy* on page 4 of 12 of the Draft Proposed Revisions. Associate Planner Grage reviewed the priority ranking for antenna or antenna support structures in that section.

Chair Muller asked how the City stays on top of the technological advances in this industry. Associate Planner Grage indicated that it is difficult. She stated that they do have a provision in the code to allow for a technical review for a third party if needed. Gloria Hirashima added that also rely on the companies' expertise.

Commissioner Steve Leifer asked why people would prefer a wood pole as opposed to a metal pole. There was discussion about how the metal poles contain the wires inside them so they are not visible on the outside and about the difference in diameter and appearance between wood and metal poles.

Director Hirashima stated that this would be set up for a public hearing.

### 2. East Sunnyside/Whiskey Ridge design guidelines

Community Development Director Gloria Hirashima stated that they had an open house in the Whiskey Ridge area last month with very few people in attendance. She reviewed the proposed changes to the Whiskey Ridge Design Standards and Guidelines and distributed the proposed street diagram for 44th Street.

Commissioner Jerry Andes asked about the orientation of the shopping centers in this area. Director Hirashima discussed orientation and topographical issues.

Commissioner Michael Stevens stated that the City of Mukilteo requires a Developer Agreement with the city in order to deal with some more challenging issues. Director Hirashima stated it was her understanding that those Developer Agreements often occur with rezones, but she indicated she would look into this further.

Commissioner Steve Leifer discussed dangers with landscaping in the medians down the center of roads. Landscaping close to the intersection in those medians can cause difficulties in seeing pedestrians. He recommended having low-growing shrubbery or ground cover in the last 60 feet or so. Director Hirashima concurred.

Commissioner Jerry Andes asked who was responsible for maintaining those areas. Director Hirashima stated that the Parks Department and Streets Department share the responsibility.

There will be a public hearing at the next Planning Commission meeting on October 28.

## **NEW BUSINESS**

### **1. Development Code Revisions**

Revise code to add grading design standards to Chapter 19.28 - Clearing, Grading, Filling and Erosion Control.

Associate Planner Angela Gemmer discussed the Development Code Revisions as outlined in her memo to the Planning Commission dated September 17, 2008. The revisions are a result of what they have seen on some county-initiated plats, on both public and private properties.

Chair Muller asked how this would affect pad site developments on the hillside. Director Hirashima said they will need to consider minimizing those grade changes. The emphasis is on the impact to adjacent properties.

Commissioner Stevens asked if this refers to any landscaping standards or recommendations for grade shifts between sites. Ms. Gemmer said this was not considered. Chair Muller pointed out that there are already landscaping requirements to address that. Commissioner Stevens wondered if they should have a maximum grade level. Ms. Gemmer stated that there are already slopes standards, but this refers more to the visual effect of the slope.

Commissioner Stevens commented on challenges when a residential zone abuts a commercial zone. He suggested requirements for terracing walls and greenery in lieu of large retaining walls.

Director Hirashima summarized the areas for staff to look at:

- Separating commercial from residential treatment
- Transition areas between commercial and residential

Commissioner Leifer referred to low-impact design methods. He discussed difficulties when one person does the traditional method next to someone who has a more innovative approach. There needs to be flexibility to allow for more innovative approaches. Director Hirashima stated that they are dealing with this issue right now with some large developments coming into the City. There is a feeling that there needs to be ongoing restrictions on the tenants regarding grading.

Commissioner Leifer stated that the soil of some sites may not be conducive to low-impact designs. Director Hirashima commented that whatever is approved needs to be viable for every part of the development. Commissioner Leifer discussed the need to be flexible with the grading requirements. Director Hirashima concurred.

## **COMMENTS FROM COMMISSIONERS**

Commissioner Leifer asked if there was any rule to disallow an interested party from doing frontage improvements to an entire strip of road, even frontage that he does not own, and then recovering the cost of the frontage that he did not own. Director Hirashima replied that there is some ability to do this and get mitigation credit if it is in your affected area. If it is not in your affected area, it might not be allowed. She cautioned against trying to circumvent Public Works bid laws. There was discussion about a specific situation Commissioner Leifer was facing.

**CITY COUNCIL ACTION**

**ADJOURNMENT:**

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Andes, to adjourn at 8:12 p.m. Motion passed unanimously, (5-0).

**NEXT MEETING:**

October 28, 2008

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Laurie Hugdahl, Recording Secretary



**MARYSVILLE PLANNING COMMISSION**

**February 10, 2009**

**7:00 p.m.**

**City Hall**

**CALL TO ORDER**

Chairman Muller called the February 10, 2009 Meeting of the Marysville Planning Commission to order at 7:03 p.m. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Steve Leifer, Becky Foster, Eric Emery, Michael Stevens, Deirdre Kvangnes

**Staff:** Planning Manager-Land Use Cheryl Dungan, Community Development Director Gloria Hirashima, Associate Planner Libby Grage, Associate Planner Angela Gemmer, Recording Secretary Amy Hess

**Absent:** None

**APPROVAL OF MINUTES:**

January 27, 2009

**Motion** made by Commissioner Stevens, seconded by Commissioner Emery to approve the January 27, 2009 meeting minutes as amended. Motion carries, (7-0).

**PUBLIC HEARINGS:**

**Slope Ordinance**

Angela Gemmer discussed the recommendations made by the Commission and the corrections made based on these recommendations. Provisions were added to avoid and amend the concerns of the Commission.

## **Audience Participation**

Helen Gerads 6605 83<sup>rd</sup> Ave NE, Marysville WA 98270

Ms. Gerads had concerns about minimum standards in regards to cut and fill. She felt the set back should be a minimum of 5 feet from the property line instead of allowing cut and fill directly up to the property line. She felt that changing this standard could eliminate the need for Item 3 E.

Provisions under number 3 were also a concern of Ms. Gerads. She did not want cuts and fills to be increased by allowance of City Engineers. Stability of a 4 foot retaining wall was a concern, as was erosion control, runoff, and public safety. She felt a limit of 30" height on a wall with landscaping was more appropriate than the 4 foot maximum.

## **Staff Comment**

Director Hirashima gave some background on the origins of this Code Revision for Ms. Gerads. Grading was a big cause for concern for City Staff and the Public in an area recently acquired by the City from the County. In these particular areas, County Codes were being met. City Staff then reviewed the City Codes and its provisions to try to remedy and prevent these types of situations. The adjoining property owners were the concern of the City as well as Ms. Gerads.

Ms. Gemmer responded to Ms. Gerads and explained that it was exactly Ms. Gerads type of situation that provoked this Code Revision. Ms. Gemmer reiterated that standards were put in place to protect existing property owners from new development.

Public Hearing was closed by Chari Muller, opened for discussion amongst Commissioners. Commissioner Leifer referenced a previous meeting where extensive discussion was had regarding the slope standards including the monetary costs of having these standards forced upon developers. He discussed the existing codes and standards in place to ensure that drainage, soil retention etc would be maintained. He felt this Ordinance was much stricter than what is currently in place.

Commissioner Stevens agreed with Commissioner Leifer's summarization. He questioned Ms. Gerads reference to the Fire Code. She stated that the Fire Code would not allow for 6 foot fences. Ms. Gerads thought that allowing a fence on top of a retaining wall would exceed the 6 foot limit. Chair Muller added that consistency was a main goal of the Ordinance, especially in new plat developments, and the 4 foot height requirement was consistent with the engineering code. Ms. Hirashima explained that much of the landscaping in residential areas does not trigger a building permit therefore; these standards are directed more towards new plat development.

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Stevens, to forward Minimum Standards for Slopes on to City Council. Motion carries, (7-0).

### **Accessory Structures Regulations**

Ms. Gemmer gave an overview of the changes made to the Accessory Structure Regulations. The request to change “applicant” to “owner” was made as was the provision for the 30’ limit. Language was changed and footnote number 7 was removed since it no longer was relevant.

### **Audience Participation**

Helen Gerads 6605 83<sup>rd</sup> Ave NE Marysville WA 98270

The matrix was referenced by Ms. Gerads regarding mobile homes being permitted. Ms. Gemmer responded that the definition of a mobile home was included in the MMC. The difference between a mobile home and a manufactured home was explained. Ms. Gerads questioned whether or not the “pre-fab” houses would be allowed.

Commissioner Leifer commented on section 18 and the 2 year age limit placed on manufactured homes. He felt that this could become very problematic, and that this standard should be re-evaluated.

Ms. Gerads questioned the detached single-family use allowed under section 22 and whether duplexes were allowed under these provisions. Ms. Hirashima clarified the zoning restrictions and allowances for Ms. Gerads.

The maximum height requirements of detached accessory structure were discussed. Mr. Muller explained how this standard was decided upon with input from Ms. Hirashima. Mr. Emery explained that standards were already provided for the dwelling unit therefore, these standards did not need to be discussed again in the accessory structure standards.

### **Staff Comment**

Commissioner Andes questioned the downtown area with existing garages on alleys and the set back requirements. Ms. Hirashima explained that if the unit was existing, a variance could be applied for to allow for this. Chair Muller felt that we should support this type of development to promoted downtown development. Commissioner Emery suggested waiving this requirement for existing garages on an alley but also allowing for lots that did not currently have garages to develop in the future. Ms. Hirashima suggested adding a provision that would be specific to alleys. Leifer and Muller felt that this type of provision would be beneficial.

Discussion of setbacks and dedications was had. Ms. Hirashima stated they would take this to the City Engineer and bring this issue back.

The Owner/Occupant issue was discussed. Could this be waived in the downtown area? The ultimate goal was to bring more people to the downtown corridor and promote walkability.

**Motion** made by Chair Muller, seconded by Foster, to continue the Accessory Structure Standards hearing to the next meeting, keeping the public hearing open until that point. Motion carries, (7-0).

#### **NEW BUSINESS:**

None

#### **CURRENT BUSINESS:**

##### **Wireless Communication Facility Revisions**

Libby Grage discussed provisions that had come out of the Stake Holders Meeting that had taken place since the last workshop. Ms. Hirashima explained that in the majority of situations, the pole is replaced based on structural necessity. Ms. Grage continued to brief the Commission on the suggested Revisions. Ms. Hirashima added that she had met with PUD management staff, and that PUD had thanked the City for involving them in the revision process. This item was set for public hearing.

##### **Sewer Connection Regulations (septic provisions)**

Planning Manager Dungan discussed the revisions to Utility Connection Code, dividing it into two sections; sewer connections and water connections. She overviewed the recommended changes for each section. Commissioner Andes questioned the "economically feasible" standard. He wanted to know who determined what was economically feasible. Ms. Dungan responded that ultimately, the Public Works Director would have the final say. Ms. Hirashimas concern was that language could lead one to think that a variance could always be applied for.

Commissioner Andes explained a concern referring to small areas that may not be in the City currently, which are sub dividable, and should not be forced to wait until sewer is constructed to develop said property. Ms. Hirashima explained that the county code is currently stricter than the City and once these areas are annexed, this could become a problem.

Commissioner Leifer wanted to offer his view point on this subject. He used past zoning strategies as an example, and how these strategies had caused

infrastructure problems, and now mixed use is the desire. He thought that sewer requirements could be detrimental in a similar way in the future as on-site micro systems technology improves. He added that the economics of a site should be decided by the property owner. A footage/lot correlation would alleviate many issues, Commissioner Leifer asserted. Developers should have the option to install on-site treatment facilities, regardless of number of proposed lots. He thought that we should at least *allow* for this type of treatment. Mr. Leifer felt that forcing this type of infrastructure was not a good idea. Commissioner Emery added that if someone down the road from him could install an on-site system and did not have to rip up his road, he would be in favor of the on-site system.

Commissioner Leifer wanted to know if Ms. Hirashima would be open to looking at the cost of an on-site system versus connecting to a sewer system to determine whether or not a person would have an option of waste water treatment. Ms. Hirashima responded that it would be left to the discretion of the Public Works Director. She added that sewerage is viewed as an enterprise and the City is tasked with running this enterprise and making it profitable.

Ms. Dungan explained that there were provisions in the code allowing for exceptions and variances in particular situations. Cost of Development was discussed. Commissioner Leifer thought that subtle costs are a hard cost that many times people don't notice. Commissioner Emery thought that exceptions should be allowed for since it always seems that the utilities always end up with more than they can handle and infrastructure has to be dug up and expanded.

The water service revisions were discussed by Ms. Dungan. She explained that exceptions were allowed for. Commissioner Leifer thought that the two lot restrictions should be put in place for the water as well as the sewer. This issue was set for hearing.

#### **ADJOURNMENT:**

**Motion** made by Commissioner Emery, seconded by Commissioner Stevens, to adjourn at 9:02 p.m. Motion passed unanimously, (7-0).

#### **NEXT MEETING:**

February 24, 2009

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Amy Hess, Recording Secretary



## MARYSVILLE PLANNING COMMISSION

March 10, 2009

7:00 p.m.

City Hall

### CALL TO ORDER

Chairman Muller called the March 10, 2009 Meeting of the Marysville Planning Commission to order at 7:05 p.m. noting the excused absence of Commissioners Emery and Kvangnes. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Michael Stevens, Steve Leifer, Becky Foster

**Staff:** Community Development Director Gloria Hirashima, Planning Manager-Land Use Cheryl Dungan, Associate Planner Angela Gemmer, Associate Planner Libby Grage, Recording Secretary Amy Hess

**Absent:** Eric Emery, Deirdre Kvangnes

### APPROVAL OF MINUTES:

February 24, 2009

**Motion** made by Commissioner Foster, seconded by Commissioner Andes to approve the February 24, 2009 meeting minutes as presented. Motion carries, (5-0).

Chair Muller petitioned staff to extend the Accessory Structures Regulation Hearing until Commissioner Emery could be present.

### PUBLIC HEARINGS:

#### Sewer and Water Connection Regulations

Ms. Dungan explained the two versions of the regulations that had been presented to the Commission, explaining why the two lot exemption rule was left out of the first version. The second version did include the suggested changes. Ms. Hirashima added that there had been discussion among staff regarding all issues that had been raised in the previous meetings.

Chair Muller opened the floor for public testimony, seeing none, the hearing was closed.

### **Commissioner Comments**

Commissioner Andes questioned the \$100.00 per foot rate for sewer extension. Commissioner Leifer had spoken with a project manager regarding cost and was informed that \$300.00 per foot was more accurate. Commissioner Leifer thought that the \$100.00 amount would be the low number; Commissioner Andes agreed that the number seemed weak. Chair Muller explained why he was in favor of the two lot short plat exemption. He felt that the cost of sewer and water extension could eliminate the mom and pop people from having the opportunity to create this type of development. Commissioner Leifer questioned whether sewer had to be brought to the lot or cover the frontage. Ms. Dungan replied that frontage did have to be covered.

Commissioner Leifer felt that the waste water treatment technology that is available is not well known enough and that it does not fit into a traditional drain field system classification. It is not a membrane filtration system as Mr. Nielson referred to in his memo. Mr. Leifer explained that the types of systems he was in support of allowed the treatment facilities to maintain extra capacity and not pump all materials into these receiving waters. Ms. Dungan explained that the Departments of Health and Ecology prefer hooking up to sanitary sewer rather than any septic systems designed today.

Commissioner Stevens suggested a matching system for the smaller lots to avoid out-pricing individuals interested in this type of development. Ms. Hirashima thought that this was a good suggestion and that LID's were an existing way to try to relieve some of costs. She added that currently, the wording allows only bringing the sewer to a two lot short plat and not covering the frontage. This would cause the person developing next to him to incur more costs.

Commissioner Leifer wanted to know if a land owner beyond the 200 foot mark and sewer would be developed within 6 years, would that person be forced to wait to utilize their property until the sewer was extended? Ms. Dungan and Ms. Hirashima explained that the intent of these revisions was to include subdivisions. The current code for this particular piece was not being changed. Commissioner Andes questioned if anything currently in the City was outside of the 6 year capital facilities plan. Ms. Hirashima replied that that would have to come from Public Works.

Ms. Dungan suggested that if Option 2 was chosen that the change be made to include the two hundred foot exemption for a two lot short plat.

**Motion** made by Commissioner Leifer to approve and send to Council the proposed Planning Commission Version 2 of the Utility Extension Ordinance amending the two

hundred foot thresh-hold provision. Motion seconded by Commissioner Andes, motion carries, (5-0).

Commissioner Stevens questioned whether a third version existed where the City could accomplish its goals while being fairer to the land owner. Ms. Hirashima stated that she would relay the issues discussed to Public Works Staff. Ms. Hirashima pointed out the provision allowing for side sewer and dry sewer stub outs.

**Motion** made by Commissioner Stevens to forward Water Connections Regulations to City Council, seconded by Commissioner Andes, motion carries, (5-0).

### **Wireless Communication Facilities Regulations**

Libby Grage discussed the primary goal of the revisions. The version in front of the Commission was the same as the last meeting.

#### **Commissioner Comment**

Commissioner Foster questioned citizen ham radios. She wanted to know if there were any ham radio stations still out there. Ms. Grage stated that those types of radio were exempt under these regulations.

**Motion** made by Commissioner Foster to forward the Wireless Communications Facilities Regulations to Council, seconded by Commissioner Stevens, motion carries, (5-0).

### **Accessory Structures Regulations**

**Motion** made by Commissioner Foster to extend the Residential Accessory Structures Revisions Hearing to the next meeting. Motion passed unanimously, (5-0).

#### **Commission Discussion**

Discussion was had regarding the rising popularity of building green and the changing technology in that area. Ms. Hirashima added that next month Staff would be bringing some suggestions regarding the joint meeting with Council held earlier this year. Also on the agenda was the Downtown Master Plan. Commissioner Stevens interjected that the RFQ was out for the Civic Center. Other issues such as Comp Plan amendments and the proposed annexation were discussed.

#### **ADJOURNMENT:**

**Motion** made by Commissioner Steven, seconded by Commissioner Andes, to adjourn at 7:57 p.m. Motion passed unanimously, (5-0).

**NEXT MEETING:**

April 14, 2009

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Amy Hess, Recording Secretary

**CITY OF MARYSVILLE  
Marysville, Washington**

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE,  
WASHINGTON, AMENDING CHAPTER 19.43 OF THE  
MARYSVILLE MUNICIPAL CODE BY AMENDING  
SECTIONS 19.43.030, 19.43.040, 19.43.050, 19.43.060, 19.43.070  
AND 19.43.080, RELATING TO WIRELESS  
COMMUNICATION FACILITIES AND INCLUDING  
EXEMPTIONS FROM LAND USE REVIEW, PERMIT  
REQUIRED, APPLICATION REQUIREMENTS, SITING  
HIERARCHY, GENERAL REQUIREMENTS, AND DESIGN  
STANDARDS.**

WHEREAS, the City Council of the City of Marysville does find that from time to time it is necessary and appropriate to review and revise provisions of the City's Zoning Code (Title 19 MMC); and

WHEREAS, following a comprehensive review by City staff of Ch. 19.43 MMC, relating to Wireless Communications Facilities, the Marysville Planning Commission held public meetings on July 22, 2008, October 14, 2008 and February 10, 2009; and

WHEREAS, after providing notice to the public as required by law, on March 10, 2009, the Marysville Planning Commission held a public hearing on the proposed changes to the City's zoning code proposed by the Marysville Planning Commission; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Community, Trade, and Economic Development as required by RCW 36.70A.106; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by adopting a determination of non-significance for the adoption of the proposed revisions to the City's development regulations;

WHEREAS, the zoning code text amendments proposed for adoption in this ordinance are consistent with the following required findings of MMC 19.56.030:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of Title 19 MMC;
- (3) There have been significant changes in the circumstances to warrant a change;

(4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action; and

WHEREAS, the City Council finds it is in the public interest to revise the City's regulations relating to the location and conditions for siting Wireless Communication Facilities as provided herein; and

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

Section 1: Chapter 19.43 of the Marysville Municipal Code is hereby amended by amending MMC 19.43. 030 to read as follows:

**19.43.030 Exemptions from land use review.**

The following are exempt from the provisions of this chapter:

(1) Amateur radio antenna operated by a federally licensed amateur radio operator as part of the amateur or business radio service are exempt from the provisions of this chapter except MMC [19.43.040](#) and [19.43.120](#).

(2) Citizen band or two-way radio antenna including any mast.

(3) Satellite earth stations (satellite dish) that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts.

(4) A temporary commercial wireless communications facility, for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approval by the city, except that such facility must comply with all federal and state requirements. Said wireless communications facility may be exempt from the provisions of this chapter up to one week prior and one week after the special event.

(5) In the event a building permit is required for any emergency repair, notification in writing to the director of community development shall occur within 24 hours of identification of the needed repair, and filing of the building permit application shall be done in compliance with the city's adopted building code. (In the event a building permit is required for nonemergency maintenance, reconstruction, repair or replacement, filing of the building permit application shall be required prior to the commencement of such nonemergency activities.)

(6) Antenna modifications (replacement of existing antennas only), provided there is no increase in the height of the antenna support structure and provided that the size of the replaced antennas is not increased.

Section 2: Chapter 19.43 of the Marysville Municipal Code is hereby amended by amending MMC 19.43. 040 to read as follows:

**19.43.040 Permit required.**

The following table summarizes the type of proposal and required land use approvals. All proposals are subject to the siting hierarchy requirements of this chapter.

Concealed Attached WCF	WCF Consolidation	Concealed Co-location	Flush- or Nonflush-Mounted Antenna on Existing Antenna Support Structure	New Concealed Antenna Support Structure	Combined on Existing WCF	Amateur Radio Antennas
P1, 3 C	C	P1 C	P1 C	C	P1 C	P2

P – Permitted Use. The use is allowed subject to the requirements of the code.

C – Conditional Use Permit. The use is allowed subject to the conditional use review procedures and requirements of the code.

Notes:

1. If the proposal does not extend the height of a structure outside of public right-of-way by more than 40 feet, the structure is in compliance with the maximum allowed WCF height for the zone, and it is demonstrated that the proposal is consistent with any previous relevant approval conditions.
2. Amateur radio antennas are permitted subject to MMC [19.43.120](#).
3. Concealed attached WCF proposed within the public right-of-way are subject to 19.43.070(3) MMC.

Section 3: Chapter 19.43 of the Marysville Municipal Code is hereby amended by amending MMC 19.43. 050 to read as follows:

**19.43.050 Application requirements.**

In addition to any information required for CUP, ROW permit, or building permit review, an application for new WCFs or modifications to WCFs that require city approval shall provide the following information:

(1) A site plan showing existing and proposed WCFs, access, base station, ancillary structures, warning signs, fencing, landscaping and any other items necessary to illustrate compliance with the development standards of this chapter.

(2) A stamped statement by a state of Washington registered professional engineer that the support structure shall comply with EIA/TIA-222-G (as amended) and the allowable wind speed for the applicable zone in which the facility is located and that describes the general structural capacity of any proposed WCF(s), including:

- (a) The number and type of antennas that can be accommodated;
- (b) The basis for the calculation of capacity; and
- (c) A written statement that the proposal complies with all federal guidelines regarding interference and ANSI standards as adopted by the FCC, including but not limited to nonionizing electromagnetic radiation (NIER) standards.

Some or all of the requirements listed in this subsection (2) may be waived for applications for attachments to utility poles; provided a letter is submitted from the appropriate utility agency accepting responsibility for design of the structure.

(3) A report by the applicant that includes a description of the proposed WCF, including height above grade, justification for the proposed height of the structure and an evaluation of alternative designs which might result in lower heights, materials, color, lighting, and information demonstrating compliance with siting hierarchy.

(4) Where a permit for an attachment or co-location is required, the application shall also include the following information:

- (a) The name and address of the operator(s) of proposed and existing antennas on the site;
- (b) The height of any proposed antennas;
- (c) Manufacture, type, and model of such antennas;
- (d) Frequency, modulation, and class of service; and
- (e) A description of the wireless communication service that the applicant intends to offer to provide, or is currently offering or providing within the city.

(5) A detailed visual simulation of the wireless communication facility shall be provided along with a written report from the applicant, including a map showing all locations where an unimpaired signal can be received for that facility (propagation map).

(6) If applicable, approved franchise agreement, or completed franchise agreement application and related fees.

(7) Other information as the director of community development may reasonably require.

(8) Fees for review as established by the city's most current fee resolution.

The director of community development may release an applicant from having to provide one or more of the pieces of information on this list upon a finding that in the specific case involved said information is not necessary to process or make a decision on the application being submitted.

Section 4: Chapter 19.43 of the Marysville Municipal Code is hereby amended by amending MMC 19.43.060 to read as follows:

#### **19.43.060 Siting hierarchy.**

Siting of antenna or support structures shall adhere to the siting hierarchy of this section. The order of ranking for antenna or antenna support structures, from highest to lowest, shall be 1, 2, 3, 4. Where letters (a, b) are present, a is preferable to b. Where a

lower ranking alternative is proposed, the applicant must submit relevant information including but not limited to an affidavit by a licensed radio frequency engineer demonstrating that despite diligent efforts to adhere to the established hierarchy within the geographic search area, higher ranking options are not technically feasible or justified given the location of the proposed wireless communications facility and network need.

Example: A new facility meeting the definition of a concealed consolidated WCF is proposed; the applicant demonstrates that the new facility cannot be sited under hierarchy 1a through 1b. The applicant then demonstrates the new facility cannot be sited under hierarchy 2. The applicant then moves to hierarchy 3 and is able to propose a site.

1	<p>Co-location with existing antenna support structure:</p> <ol style="list-style-type: none"> <li>a. That requires no increase in pole or structure height.</li> <li>b. That requires an increase in pole or structure height which shall comply with Section 19.43.080(3) MMC.</li> </ol>
2	<p>New concealed antenna support structure or concealed consolidation:</p> <ul style="list-style-type: none"> <li>• On developed, improved sites in non-residential zoning districts; or</li> <li>• On publicly owned land.</li> </ul> <p>Concealed attached WCF:</p> <ul style="list-style-type: none"> <li>• Within public parks, public open spaces, and on other publicly owned land; or</li> <li>• Within public rights-of-way; or</li> <li>• Within non-residential zoning districts or residential zoning districts on lots not used for single-family residential purposes.</li> </ul>
3	<p>Concealed consolidations:</p> <ol style="list-style-type: none"> <li>a. In non-residential zoning districts.</li> <li>b. In residential zoning districts on lots not used for single-family residential purposes.</li> </ol>
4	<p>New concealed antenna support structure:</p> <ol style="list-style-type: none"> <li>a. In non-residential zoning districts.</li> <li>b. In residential zoning districts on lots not used for single-family residential purposes.</li> </ol>

The Community Development Director may allow the siting of a facility in a location at a lower position in the hierarchy without demonstration that higher ranking options are not technically feasible or justified, provided the applicant demonstrates that the proposed facility location would result in a lesser visual/aesthetic impact and better meets the purposes of this chapter.

Section 5: Chapter 19.43 of the Marysville Municipal Code is hereby amended by amending MMC 19.43. 070 to read as follows:

**19.43.070 General requirements.**

(1) Co-located or combined facilities shall comply with the following requirements:

(a) Co-location of antennas onto existing antenna support structures meeting the dimensional standards of this chapter are permitted outright. Antenna mounts shall be flush-mounted onto existing antenna support structure, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area. Furthermore, an antenna shall only extend vertically above the uppermost portion of the structure to which it is mounted or attached, as follows:

(i) Not more than 20 feet on a nonresidential structure; and

(ii) Not more than 15 feet on a multifamily structure.

(b) Co-location of antennas onto a new antenna support structure constructed after May 1, 2006 shall be concealed.

(c) At the time of installation, the WCF base station and ancillary structures shall be brought into compliance with any applicable landscaping requirements.

(d) A co-located or combined WCF, its new base station, and any new ancillary structures shall be subject to the setbacks of the underlying zoning district.

(e) When a co-located or combined WCF is to be located on a nonconforming building or structure, then it shall be subject to the nonconformance provisions of Chapter 19.44 of the Marysville Municipal Code. (Ord. 2625 § 6, 2006).

(2) Concealed attached WCF outside of the public ROW shall comply with the following requirements:

(a) Concealed antennas shall reflect the visual characteristics of the structure to which it is attached and shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed so that they blend with the existing structural design, color, and texture. This shall include the use of colors and materials, as appropriate. When located on structures such as buildings or water towers, the placement of the antenna on the structure shall reflect the following order of priority in order to minimize visual impact:

(i) A location as close as possible to the center of the structure; and

(ii) Along the outer edges or side-mounted; provided, that in this instance, additional means such as screens should be considered and may be required by the department on a case-by-case basis; and

(iii) When located on the outer edge or side-mounted, be placed on the portion of the structure less likely to be seen from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways.

(b) The top of the concealed attached WCF shall not be more than 40 feet above the existing or proposed nonresidential building or structure, or more than 15 feet above a residential building. Maximum height must be consistent with MMC [19.43.080\(3\)](#).

(c) Feed lines shall be contained within a principal building or encased and the encasement painted to blend and match the design, color, and texture of the facade, roof, wall, or structure to which they are affixed.

(3) Concealed attached WCF proposed within the public right-of-way shall comply with the following requirements:

- (a) An existing pole may be extended or replaced with a new pole, provided the original pole height may be increased by no more than the sum of the height of the wireless antenna(s) and necessary equipment, plus the minimum vertical separation distance as required by the utility agency.
- (b) The pole must serve the original purpose and, if replaced, must be of similar appearance and composition as adjacent utility poles. The Community Development Director may authorize the utilization of a composition material other than that of adjacent poles if it can be demonstrated that the utility's engineering requirements necessitate that the different material be utilized.
- (c) Antennas shall be flush mounted.
- (d) Field changes necessary in order to meet other utility agency requirements shall be reviewed and approved by the City prior to structure installation.

(4) Concealed antenna support structures shall comply with the following requirements:

(a) Upon application for a new concealed antenna support structure, the applicant shall provide a map showing all existing antenna support structures or other suitable nonresidential structures located within one-quarter mile of the proposed structure with consideration given to engineering and structural requirements.

(b) No new antenna support structure shall be permitted if an existing structure suitable for attachment of an antenna or co-location is located within one-quarter mile, unless the applicant demonstrates that the existing structure is physically or technologically unfeasible, or is not made available for sale or lease, by the owner, or is not made available at a market rate cost, or would result in greater visual impact. The burden of proof shall be on the applicant to show that a suitable structure for mounting of antenna or co-location cannot be reasonably or economically used in accordance with these criteria.

(c) In residential districts, new concealed antenna support structures shall only be permitted on lots whose principal use is not single-family residential, including but not limited to: schools, churches, synagogues, fire stations, parks, and other public property.

(d) To the extent that there is no conflict with the color and lighting requirements of the Federal Communications Commission and the Federal Aviation Administration for aircraft safety purposes, new antenna support structures shall be concealed as defined by this title and shall be configured and located in a manner to have the least visually obtrusive profile on the landscape and adjacent properties.

New concealed antenna support structures shall be designed to complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and materials, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the proposed concealed antenna support structure from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways.

(e) At time of application the applicant shall file a letter, with the department, agreeing to allow co-location on the tower. The agreement shall commit the applicant to provide, either at a market rate cost or at another cost basis agreeable to the affected parties, the opportunity to co-locate the antenna of other service providers on the applicant's proposed tower to the extent that such co-location is technically and structurally feasible for the affected parties.

(f) All new concealed antenna support structures up to 60 feet in height shall be engineered and constructed to accommodate no less than two antenna arrays. All concealed antenna support structures between 61 feet and 100 feet shall be engineered and constructed to accommodate no less than three antenna arrays. All concealed antenna support structures between 101 and 140 feet shall be engineered and constructed to accommodate no less than four antenna arrays.

(g) Those providing for co-location shall also submit a plan for placement of base station equipment for potential future providers and/or services provided by additional antenna arrays.

(h) Grading shall be minimized and limited only to the area necessary for the new WCF.

(5) Consolidation of WCFs shall comply with the following requirements:

Consolidation of two or more existing WCFs may be permitted pursuant to the provisions of this chapter including a CUP and consideration of the following:

(a) WCF consolidation shall reduce the number of WCFs.

(b) If a consolidation involves the removal of WCFs from two or more different sites and if a consolidated WCF is to be erected on one of those sites, it shall be erected on the site that provides for the greatest compliance with the standards of this chapter.

(c) Consolidated WCFs shall be concealed.

(d) All existing base station and ancillary equipment shall be brought into compliance with this chapter.

(e) New WCFs approved for consolidation of an existing WCF shall not be required to meet new setback standards so long as the new WCF and its base station and ancillary structures are no closer to any property lines or dwelling units as the WCF and base station and ancillary structures being consolidated. For example, if a new WCF is replacing an old one, the new one is allowed to have the same setbacks as the WCF being removed, even if the old one had nonconforming setbacks.

(f) If the consolidated WCF cannot meet the setback requirements, it shall be located on the portion of the parcel on which it is situated which, giving consideration to the following, provides the optimum practical setback from adjacent properties:

- (i) Topography and dimensions of the site;
- (ii) Location of any existing structures to be retained.

Section 6: Chapter 19.43 of the Marysville Municipal Code is hereby amended by amending MMC 19.43.080 to read as follows:

**19.43.080 Design standards.**

(1) All WCFs shall:

- (a) Be designed and constructed to present the least visually obtrusive profile.
- (b) Use colors such as grey, blue, or green that reduce visual impacts unless otherwise required by the city of Marysville, FAA, or FCC.
- (c) Flush-mount antenna when feasible. Non-flush-mounted antennas are allowed only upon written demonstration by the applicant that flush-mounting is not feasible.

(2) Base Stations.

- (a) Base stations that are not located underground shall not be visible from public views.
- (b) New base stations and ancillary structures shall be designed to complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and building materials of existing buildings or structures on the property, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the base station and ancillary structures from pedestrian views. Where feasible, one building with multiple compartments shall be constructed to serve the total number of anticipated co-location tenants. If the applicant can demonstrate that one building is not feasible or practical due to site design or other constraints, then a site plan shall be provided to demonstrate how all potential base stations and ancillary structures will be accommodated within the vicinity of the WCF.

(3) Height Standards. The height of the antenna support structure shall be measured from the natural undisturbed ground surface below the center of the base of the tower to the top of the tower or, if higher, to the top of the highest antenna or piece of equipment attached thereto. The height of any WCF shall not exceed the heights provided in the table below.

Zone	Maximum Height
GC, DC, CB, NB, GI, LI, MU, PI, BP	140'

R4.5-R28	80'
Open Space and Recreation	140'

Notes:

(1) New antenna support structures must comply with MMC [19.43.070\(4\)\(e\)](#) through (g).

(a) Increases to the height of an existing antenna support structure are permitted provided:

- (i) It is consistent with all conditions of the CUP authorizing the use and subsequent approvals thereafter;
- (ii) The existing conditions and the proposed changes are not in violation of the MMC;
- (iii) It is necessary to accommodate an actual co-location of the antenna for additional service providers or to accommodate the current provider's antenna required to utilize new technology, provide a new service, or increase capacity;
- (iv) Height increases are limited to no more than 40 feet above the height of the existing antenna support structure unless explicitly allowed in the CUP;
- (v) A nonconformance shall not be created or increased, except as otherwise provided by this chapter;
- (vi) A detailed certification of compliance with the provisions of this section is prepared, submitted, and approved.

(4) Setback Requirements.

(a) Antenna support structures outside of the right-of-way shall have a setback from property lines of 10 feet from any property line and 50 feet or one foot setback for every one foot in height from any residentially zoned property, whichever provides the greatest setback.

(b) Base stations shall be subject to the setback requirements of the zone in which they are located.

(c) The department shall consider the following criteria and give substantial consideration to on-site location and setback flexibility is authorized when reviewing applications for new antenna support structures and consolidations:

- (i) Whether existing trees and vegetation can be preserved in such a manner that would most effectively screen the proposed tower from residences on adjacent properties;
- (ii) Whether there are any natural landforms, such as hills or other topographic breaks, that can be utilized to screen the tower from adjacent residences;
- (iii) Whether the applicant has utilized a tower design that reduces the silhouette of the portion of the tower extending above the height of surrounding trees.

(5) Landscaping and Fencing Requirements.

(a) All ground-mounted base stations and ancillary structures shall be enclosed with an opaque fence or fully contained within a building. In all residential zones, or a facility abutting a residential zone, or in any zone when the base station and ancillary structures adjoin a public right-of-way, the fence shall be opaque and made of wood, brick, or masonry. In commercial or industrial zones, if a chain link fence is installed, slats shall be woven into the security fence. Required fencing shall be of sufficient height to screen all ground equipment and shall be subject to MMC [19.14.160](#). The City shall have the authority to determine the type of enclosure and materials required based upon review of existing site and surrounding conditions.

(b) Landscaping shall be done in accordance with Chapter [19.16](#) MMC.

(c) When a fence is used to prevent access to a WCF or base station, any landscaping required shall be placed outside of the fence.

(d) Landscaping provisions may be modified in accordance with MMC [19.16.130](#).

(6) Lighting Standards. Except as specifically required by the FCC or FAA, WCFs shall not be illuminated, except lighting for security purposes that is compatible with the surrounding neighborhood. Any lighting required by the FAA or FCC must be the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable to minimize the potential attraction to migratory birds. Dual lighting standards (white blinking light in daylight and red blinking light at dusk and nighttime) are required and strobe light standards are prohibited unless required. The lights shall be oriented so as not to project directly onto surrounding residential property, and consistent with FAA and FCC requirements.

(7) Signage. Commercial messages shall not be displayed on any WCF. The only signage that is permitted upon an antenna support structure, base station, or fence shall be informational, and for the purpose of identifying the antenna support structure (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the antenna support structure, signs located every 20 feet and attached to the fence or wall shall display in large, bold, high contrast letters (minimum letter height of four inches) the following: HIGH VOLTAGE – DANGER.

(8) Sounds. Maximum permissible sound levels to intrude into the real property of another person from a wireless communication facility shall not exceed 45 dB(A). In the case of maintenance, construction, and emergencies, these sound levels may be exceeded for short durations as required by the specific circumstance. (Ord. 2625 § 6, 2006).

Section 7. Severability. If any section, subsection, sentence, clause, phrase or work 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 \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, MAYOR

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

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

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