

Marysville City Council Work Session

April 21, 2008

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

1. Police Business Plan.

Discussion Items

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

2. Approval of April 14, 2008 City Council Meeting Minutes.
3. Approval of April 21, 2008 City Council Work Session Minutes.

Consent

4. Approval of April 16, 2008 Claims in the Amount of \$398,870.62; Paid by Check No.'s 46650 through 46826.
5. Approval of April 23, 2008 Claims.
6. Approval of April 18, 2008 Payroll.

Review Bids

7. State Avenue Phase III Corridor Improvements Project, 136th Street NE to 152nd Street NE.

Public Hearings

New Business

8. Approval of an Assistant Administrator Position.
9. Professional Services Agreement with Harris and Associates for the State Avenue Phase III Corridor Improvements, 136th Street NE to 152nd Street NE Project.
10. State of Washington Intergovernmental Cooperative Purchasing Agreement.

Work Sessions are for City Council study and orientation – Public Input will be received at the April 28, 2008 City Council meeting.

Marysville City Council Work Session

April 21, 2008

7:00 p.m.

City Hall

11. Supplemental Agreement No. 1 to the Professional Service Agreement with The Transpo Group for the Transportation Element and Impact Fee Update in the Amount of \$11,500.00.
12. Purchase Order Number F5331 In the Amount of \$84,527.28 to Purchase a New John Deere 310 SJ Backhoe.
13. 2008/2009 Interlocal Agreement with the Snohomish Regional Drug Task Force.
14. Getchell Hill PRD – Phase 4 Final Plat Mylar.
15. Acceptance of the Salary Range and Job Description for SCADA/Telemetry Administrator.
16. A **Resolution** of the City of Marysville Amending the City's Cost Sharing Policy for Voluntary Sidewalk Construction and Repair by Private Property Owners.
17. An **Ordinance** of the City of Marysville Affirming the Decision of the Hearing Examiner and Rezoning Approximately 4.63 – Acres, Including the Subdivision Known as Serenade and the Parcel Abutting the Northeast Portion of Said Subdivision, Amending the Official Zoning Map of the City.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjourn

Executive Session

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

Adjourn

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

Work Sessions are for City Council study and orientation – Public Input will be received at the April 28, 2008 City Council meeting.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of Minutes	
Approve March 24, 2008 City Council Meeting Minutes.	Approved
Approve April 7, 2008 City Council Work Session Minutes.	Approved
Presentations	
Consent Agenda	
Approve March 26, 2008 Claims in the Amount of \$453,753.98; Paid by Check No.'s 46115 through 46274 with no Check No.'s Voided.	Approved
Approve April 2, 2008 Claims in the Amount of \$322,316.50; Paid by Check No.'s 46275 through 46440 with Check No. 46157 Voided.	Approved
Approve April 9, 2008 Claims in the Amount of \$1,331,973.49; Paid by Check No.'s 46441 through 46649 with Check No. 46244 Voided.	Approved
Approve April 4, 2008 Payroll in the Amount of \$1,134,621.11; Paid by Check No.'s 19378 through 19445.	Approved
Authorize Mayor to sign the Sunnyside Ridge – Final Mylar.	Approved
Authorize the Acceptance of the Sunnyside 3MG Reservoir Project to Start the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Acceptance of the Fixed Network AMR System Project to Start the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize Mayor to sign the Professional Service Agreement in the Amount of \$74,016.00 with RH2 Engineering for the Design Services for the Sunnyside Wells Improvements.	Approved
Authorize Mayor to sign the Supplemental Agreement No. 2 with HDR Engineering, Inc. in the Amount of \$20,830.00.	Approved
Authorize Change Order No. 1 with Hexagram, Inc. in the Amount of \$33,797.75.	Approved
Authorize Mayor to sign the John Deere Wide Area Mower Lease Agreement.	Approved
Authorize the Acceptance of the Salary Range and Job Description for GIS Analyst.	Approved
Authorize the Acceptance of the Salary Range and Job Description for SCADA/Telemetry Administrator.	Continued
Review Bids	
Award 2008 Concrete Construction Work to Curbs Plus.	Approved
Public Hearings	
New Business	
Adopt a Resolution Accepting Contribution from Snohomish County – Camano Association of REALTORS for Outdoor Cinema Series Equipment.	Approved Res. No. 2239
Adopt a Resolution to Acknowledge the City of Marysville's Compliance with Washington State's Growth Management Requirements Pursuant to RCW 36.70A.215, "Buildable Lands".	Approved Res. No. 2240
Legal	
Mayor's Business	
Confirm the appointment of Larry Trivett to the Civil Service Commission	Approved

for a term serving until March 10, 2014.	
Staff Business	
Call on Councilmembers	
Information Items	
Adjournment	8:08 p.m.
Executive Session	8:15 p.m.
Litigation – one pending litigation item	
Real Estate – one item	
Personnel – two items (one with action)	
Adjournment	8:55 p.m.

COUNCIL



MINUTES

Regular Meeting

April 14, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the April 14, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. There was no invocation. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

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

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

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, Police Chief Rick Smith, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, City Attorney Grant Weed, Commander Ralph Krusey, City Clerk Tracy Jeffries, and Recording Secretary Laurie Hugdahl

Committee Reports

Councilmember Jeff Seibert reported on the Snohomish County Solid Waste Advisory Committee meeting. The following topics were discussed:

- Automated scale systems
- New train installed at northwest (Arlington)
- Surface water monitoring
- Flyers are available for the City
- Discussion about 5-year plan
- Cost of Service Study draft report – recommendations were discussed

Presentations

1. Mr. Rick Wilkerson, President of Snohomish County-Camano Association of REALTORS presented a check for \$10,000 to the City.

See Item 15 under New Business below.

2. Co-Employees of the Month for March 2008.

Mayor Kendall commended the following officers for their successful efforts towards the problem-targeted policing approach and presented them with awards for Co-Employees of the Month for March 2008.

- Jeff Vandenberg, Police Officer
- Matt Goolsby, Police Officer
- James Strickland, Custody Sergeant

Police Chief Rick Smith stated that this program is one that the officers developed and goes to the heart of community policing.

Audience Participation

Ed Mohs, 1214 Beach Street, Marysville, discussed the impacts of development of North Beach Street over the past several years. Some of these units have primary access on Ash Street with secondary access on Beach Street. He encouraged the City Council to increase safety on Beach Street for pedestrians and vehicle traffic. He recommended changing the intersection at Beach and Grove from a two-way stop to a four-way stop; replacement of turtle bumps southbound on Beach; enhancing and monitoring the yellow flashing light at 1279 Beach; and adding turtles and a light at northbound at 1214 Beach. Mr. Mohs thanked the City for the efforts they have already done and encouraged them to look at this further. Public Works Director Kevin Nielsen responded to these requests.

Approval of Minutes

2. Approval of March 24, 2008 City Council Meeting Minutes.

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to approve the March 24, 2008 City Council Meeting Minutes. Motion passed unanimously (7-0).

2. Approval of April 7, 2008 City Council Work Session Minutes.

Councilmember Wright referred to page 6 of 7. She noted that the spelling of Mr. Mohs' name should be corrected.

Councilmember Phillips stated that he would be abstaining from the vote since he did not attend the April 7 work session.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to approve the minutes as amended. Motion passed unanimously (6-0) with Councilmember Phillips abstaining.

Consent Agenda

Councilmember Rasmussen requested the removal of item 21 to allow Council time to review this before approving.

Motion made by Councilmember Soriano, seconded by Councilmember Nehring to approve the following Consent Agenda items 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 20 as follows:

4. Approval of March 26, 2008 Claims in the Amount of \$453,753.98; Paid by Check No.'s 46115 through 46274 with no Check No.'s Voided.
5. Approval of April 2, 2008 Claims in the Amount of \$322,316.50; Paid by Check No.'s 46275 through 46440 with Check No. 46157 Voided.
6. Approval of April 9, 2008 Claims in the Amount of \$1,331,973.49; Paid by Check No.'s 46441 through 46649 with Check No. 46244 Voided.
7. Approval of April 4, 2008 Payroll in the Amount of \$1,134,621.11; Paid by Check No.'s 19378 through 19445.
9. Authorize Mayor to sign the Sunnyside Ridge – Final Mylar.
10. Authorize the Acceptance of the Sunnyside 3MG Reservoir Project to Start the 45-Day Lien Filing Period for Project Closeout.
11. Authorize the Acceptance of the Fixed Network AMR System Project to Start the 45-Day Lien Filing Period for Project Closeout.
12. Authorize Mayor to sign the Professional Service Agreement in the Amount of \$74,016.00 with RH2 Engineering for the Design Services for the Sunnyside Wells Improvements.
13. Authorize Mayor to sign the Supplemental Agreement No. 2 with HDR Engineering, Inc. in the Amount of \$20,830.00.
14. Authorize Change Order No. 1 with Hexagram, Inc. in the Amount of \$33,797.75.
16. Authorize Mayor to sign the John Deere Wide Area Mower Lease Agreement.

20. Authorize the Acceptance of the Salary Range and Job Description for GIS Analyst.

Motion passed unanimously (7-0).

21. Authorize the Acceptance of the Salary Range and Job Description for SCADA/Telemetry Administrator.

This item was continued to the next cycle to allow Council time to review.

Review Bids

8. 2008 Concrete Construction Work Awarded to Curbs Plus.

Kevin Nielsen pointed out changes made that were made in response to items brought up in the work session.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to authorize the Mayor to sign the Small Works Contract for concrete construction work with Curbs Plus in the amount of \$36,245. Motion passed unanimously (7-0).

Public Hearings - None

New Business

15. A **Resolution** Accepting Contribution from Snohomish County – Camano Association of REALTORS for Outdoor Cinema Series Equipment.

Motion made by Councilmember Donna Wright, seconded by Councilmember Carmen Rasmussen, to approve Resolution 2239. Motion passed unanimously (7-0).

18. A **Resolution** to Acknowledge the City of Marysville’s Compliance with Washington State’s Growth Management Requirements Pursuant to RCW 36.70A.215, “Buildable Lands”.

Community Development Director Hirashima reviewed the resolution.

Motion made by Councilmember Soriano, seconded by Councilmember Rasmussen, to Adopt Resolution 2240 accepting Buildable Lands report as it applies to the Marysville UGA.

Legal - None

Mayor’s Business

1. Confirm the appointment of Larry Trivett to the Civil Service Commission serving until March 10, 2014

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to approve the appointment of Larry Trivett to the Civil Service Commission for a term serving until March 10, 2014

Mayor Kendall reported that he attended the Healthy Kids event over the weekend and thought it was a great event.

Staff Business

Worth Norton had no comments.

Sandra Gyurkovics had no comments.

Rick Smith:

- He distributed the police department's business plan to Council. A presentation will be coming to Council next week on this.
- They are continuing work on gangs and graffiti issues. They are looking at databases that focus on gangs and the gang element.
- Last week police made an arrest on a homicide that occurred a few years ago. The investigation is ongoing. He commended the officers involved in this case.

Kevin Nielsen:

- He followed up items that had been brought up at the previous meeting regarding Verizon's work at 88th Street. He offered to forward to Council weekly updates from Verizon about current projects.
- He discussed truck route concerns and the double right-turn issue at Costco.

Jeff Vaughan thanked Director Nielsen for following up on Verizon's work at 88th Street. He clarified that his concern was the time of day that this was going on at one of the worst intersections in the city. Kevin Nielsen indicated they would address this with them.

Jim Ballew:

- He thanked Donna Wright for encouraging the Snohomish County-Camano Association of REALTORS to consider the donation to Marysville.
- Earth Day/Service Day/Arbor Day events are coming up. Service Day is a coalition of about a dozen churches. This weekend they will be planting many trees and shrubs and distributing bark along SR528. Earth Day will be held at Ebey Waterfront Park.
- He displayed the new graffiti offender vest and announced that they already have one offender who has agreed to wear it while doing community service.
- They will be meeting with the middle schools in May to go over the graffiti prevention curriculum with staff there.

- North Point Homeowners Association is interested in partnering with the City to replace play equipment at North Point as well as increasing equipment and furnishings along the trail there because it is highly used.
- Fishing Derby will be held on May 3.
- A caretaker position is open at Jennings Park.
- Skate Park will have new summer hours to encourage use of the park by beginners and families.
- Curbs Plus will be finishing the sidewalk installation at Jennings Park next week.

Grant Weed stated that he had four items for Executive Session - two personnel items (one with action to be taken), one pending litigation item and one real estate item. The total time needed was estimated to be 30 minutes.

Mary Swenson:

- She brought up possible dates for a Council Retreat. There was consensus to look at doing a couple evenings instead of a Friday-Saturday retreat.
- She reported that the City is being pretty successful at attracting lateral police officers. There are eight openings currently. Filling those with laterals would save the city approximately \$1 million.

Sandy Langdon had no comments.

Gloria Hirashima reminded Council that there would be a Smokey Point open house tomorrow night from 6 to 8 p.m. at City Hall.

Call on Councilmembers

Jeff Vaughan noted that on the city website there is now an entry form where you can enter graffiti information. He tested it today and it works really well. He commended Doug Buell for putting that together.

Donna Wright discussed new requirements for cities relating to withholding requirements, cell phone record keeping, and fire department requirements. She noted that the PSRC General Assembly meeting is on April 24th at 3:30.

Jon Nehring asked when Strawberry Fields was expected to be completed. Parks and Recreation Director Jim Ballew said that the contract should be ready for the next cycle for the Mayor's signature. They hope to begin work the second week in August and it should be ready in the fall. Chief Administrative Officer Mary Swenson added that they are also looking at their ability to do add some additional fields at Strawberry Fields.

Jon Nehring asked about legal consequences for graffiti offenders. Chief Smith discussed the juvenile system which is based on points. He said that it depends on what type of crime it was and what the offender's background is. The judge is the one who ultimately determines the sentence. Director Ballew added that, in one case, prior to a restitution hearing, they met with the defendant and discussed his actions. The

defendant agreed to wear the vest while doing clean up and all parties agreed. He noted that each case is somewhat unique.

John Soriano brought up an email he received from Mr. Gribler regarding concerns about Bayview Ridge area. Mr. Gribler was in the audience and was invited by Council to review his concerns.

Mike Gribler, 8117 75th Street NE, Marysville discussed code enforcement concerns in his neighborhood. Staff was aware of this situation and indicated they would look into it further.

Lee Phillips had no comments.

Carmen Rasmussen:

- She distributed invitations to Marysville Kids Matter Youth Developmental Assets Kickoff event.
- She thanked the Snohomish County-Camano Association of REALTORS for their generous gift.
- She thanked the streets department for paving 67th Avenue.
- She stated that she spoke with a business owner in town who mentioned that they are hit every other week with graffiti. They clean it up on their own and have not been reporting it. Ms. Rasmussen said she encouraged the business owner to take pictures and report it on the website. She suggested getting better information to people about reporting incidents.

Jeff Seibert:

- He requested looking into getting reimbursed from Verizon for painting the utility boxes when they get hit with graffiti.
- He thanked the firemen for the dinner they had.
- He welcomed the Mayor back.

Adjournment

Mayor Kendall recessed at 8:07 p.m. for five minutes and reconvened into Executive Session at 8:15 p.m. The Executive Session was expected to last 30 minutes.

Executive Session

- A. Litigation – one item
- B. Personnel – two items, one with action expected
- C. Real Estate – one item

Council voted and approved to extend the executive session by 20 minutes. Motion by Councilmember Seibert and seconded by Councilmember Nehring to authorize the

Mayor to sign the 5 year agreement with Local 763 Teamsters as discussed in Executive Session. Motion was passed unanimously (7-0).

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:55 p.m.

Approved this _____ day of _____, 2008.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2008

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 16, 2008 claims in the amount of \$398,870.62 paid by Check No.'s 46650 through 46826.

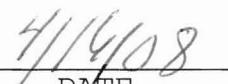
COUNCIL ACTION:

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 **\$398,870.62 PAID BY CHECK NO.'S 46650 THROUGH 46826** 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



DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **16th DAY OF APRIL 2008.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/10/2008 TO 4/16/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46650	AABCO BARRICADE CO INC	SIGNS AND STANDS FOR PARKS	00105380.535000.	1,441.84
46651	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING-FEB 08	00143523.541000.	1,155.02
46652	ARAMARK UNIFORM SERVICES	MAT CLEANING - WWTP	40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES	MAT CLEANING - MEZZANINE	40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	58.25
46653	ASSOCIATED EARTH SCIENCES	WATCHDOG REFUND LESS DEPOSIT	401.245200.	117.05
46654	WASPC	HOME MONITORING	00103960.541000.	2,449.25
46655	ATLAS FENCE COMPANY	FENCE REPAIR	42047165.531950.	960.23
46656	RALPH AVEY	CDL PHYSICAL REIMBURSEMENT	40143410.549000.	54.00
46657	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE-04/08	50300090.542000.	93.22
46658	THE BANK OF NEW YORK	ADMIN.FEES-MARWAT05	45000085.549000.	301.75
46659	BARNES DISTRIBUTION INC	MISC. SUPPLIES	50100065.531000.	293.28
46660	BAXTER, JOHN	UB 850171000000 7605 57TH DR N	401.122110.	30.40
46661	OWEN EQUIPMENT COMPANY	DEFLECTOR ASSEMBLY	50100065.534000.	932.30
46662	BERGDAHL, SID	UB 850940000000 7707 56TH DR N	401.122110.	22.44
46663	BICKFORD FORD-MERCURY	FRONT BRAKE PAD AND ROTOR SET	501.141100.	494.80
	BICKFORD FORD-MERCURY	CORE CHARGE RETURNED	50100065.534000.	-37.98
	BICKFORD FORD-MERCURY	WINDSHIELD WIPER MOTOR	50100065.534000.	251.35
46664	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT FOR 4 STARS	00103222.526000.	-91.91
	BLUMENTHAL UNIFORMS & EQUIPMENT	VANDENBERG -PANTS, SHIRT	00103222.526000.	184.54
	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT FOR SWITCH COVER	00103222.531000.	-8.17
46665	THE BONJOURNI COMPANY	SUMMARY APPRAISAL REPORT	40143410.541000.	4,200.00
46666	BUNNELL, DERALD R	UB 460330000000 5802 142ND PL	401.122110.	111.44
46667	CARROT-TOP INDUSTRIES INC	PENNANTS FOR PARKS/REC	001.231700.	-6.62
	CARROT-TOP INDUSTRIES INC		00105120.531000.	84.50
46668	CARR'S ACE HARDWARE	PIPE TAPE,WIRE BRUSH,CUTTERS	40140080.535000.	24.20
46669	CASCADE MAILING	UB MAILING	00143523.542000.	235.22
46670	KEN CAYLOR	REFUND	00110347.376004.	57.00
46671	CDW GOVERNMENT INC	DESKTOP SPEAKERS/USB DRIVE	00100720.531000.	75.96
	CDW GOVERNMENT INC		00103010.531000.	37.67
46672	CEMEX	9 TONS CLASS B	10110130.531000.	624.46
	CEMEX	28 TONS CLASS B	10110130.531000.	1,809.28
46673	CENTURY 21	UB 400990550000 2522 169TH ST	401.122130.	17.25
46674	CITY TREASURER EVERETT WA	WATER/FILTRATION SERVICE CHR	40140080.533000.	80,670.12
46675	PETER COLLERAN	MOWER SEAT EXPENSE REIMBURSE	42047165.548000.	110.13
46676	COLUMBIA FORD	2008 CROWN VIC-CONTRACT #04406	50100048.564000.	24,942.40
	COLUMBIA FORD	2008 CROWN VIC-CONTRACT#04406	50100048.564000.	24,942.40
	COLUMBIA FORD	2008 CROWN VIC.-CONTRACT #0440	50100048.564000.	24,942.40
46677	COLUMBIA PAINT & COATINGS	PAINT	00100110.548000.0865	294.51
46678	COMMOTION PROMOTIONS	CERTIFICATE COVERS	00100110.531000.	625.77
46679	CONCEPCION, GABRIEL	UB 984416000000 4416 58TH DR N	401.122120.	71.02
46680	COOK PAGING (WA)	AIRTIME TO APRIL 30,2008	10110890.542000.	3.73
	COOK PAGING (WA)		40143410.542000.	3.73
46681	COOMBS, CHARLES	UB 986816000000 6816 49TH ST N	401.122130.	103.61
46682	CO-OP SUPPLY	LITTER GRABERS	00105380.535000.	30.36
	CO-OP SUPPLY	GRASS SEED	10110770.548000.	26.58
46683	CORPORATE OFFICE SUPPLY	RTN PURELL WIPES	501.141100.	-58.54
	CORPORATE OFFICE SUPPLY	PURELL WIPES	501.141100.	58.54
	CORPORATE OFFICE SUPPLY	RETURN ENVELOPES	50100065.531000.	-15.59
	CORPORATE OFFICE SUPPLY	GAS CARD HOLDERS	50100065.531000.	20.56
	CORPORATE OFFICE SUPPLY	REGISTRATION HOLDERS	50100065.531000.	63.28
46684	WA DEPT OF CORRECTIONS	PRISONER FOOD	00103960.531250.	1,774.34
46685	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.541000.	239.95
46686	COX, SHANE & ELIZABETH	UB 980461700000 4617 58TH DR N	401.122130.	81.10
46687	CRAFT MART	KIDS CRAFTS	00105120.531070.	10.74
46688	CRYSTAL SPRINGS	4 CASES WATER (3/10,3/25)	40142480.531330.	80.89

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/10/2008 TO 4/16/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46689	CTS ENGINEERS OF WA, PLLC	CONDEMNATION LEGALS	31000076.563000.G0701	3,122.00
46690	DAILY JOURNAL OF COMMERCE	REQUEST FOR PROPOSALS POSTING	40220594.563000.W0607	378.00
46691	DATA QUEST	CREDIT CHECKS	00103222.541000.	56.00
46692	DAVIS DOOR	SALLY PORT GARAGE DOOR REPAIR	00100010.531000.	1,382.62
46693	JULIE DAVIS	REFUND ON AFTER-TAX AFLAC PREM	40143310.521000.	20.00
46694	DELL MARKETING LP	LAPTOP CASE	50300090.535000.	22.33
46695	CHELSIE DERANLEAU	REFUND RENTAL DEPOSIT	001.239100.	58.00
46696	DEX MEDIA INC	YELLOW PAGE ADS	42047267.544000.	81.97
46697	ROBERT DOLHANYK	TRAINING REIMBURSEMENT	00103010.549100.	63.00
46698	DSHS/CHILDREN'S ADMINISTRATION	CONFERENCE REGISTRATION	00103222.549100.	300.00
46699	DUNLAP INDUSTRIAL	WOOD HANDLES FOR ASPHALT RAKE	10111230.535000.	178.54
46700	DUTTON ELECTRIC CO., INC.	ADD 4-PLEX TO CITY HALL	00103530.548000.	374.51
	DUTTON ELECTRIC CO., INC.	REWORK ELECTRICAL POWER	40143780.548000.	120.85
	DUTTON ELECTRIC CO., INC.	COURT HOUSE STORAGE LIGHTING	40143780.548000.	692.77
	DUTTON ELECTRIC CO., INC.	INSTALL POWER OUTLETS-WWTP	40143780.548000.	1,298.73
46701	E&E LUMBER INC	DOOR TRIM, LOCKS, SAW BLADES	00101250.548000.0864	18.84
	E&E LUMBER INC	OUTDOOR OUTLET COVER	00105380.531000.	4.33
	E&E LUMBER INC	SHIPPING CHARGES	00105380.531000.	8.07
	E&E LUMBER INC	CABLE TIES	00105380.531000.	8.63
	E&E LUMBER INC	SHARPIE,SPRAY PAINT, TAPE	00105380.531000.	14.61
	E&E LUMBER INC	ORANGE MARKING PAINT	00105380.531000.	26.00
	E&E LUMBER INC	CABLE TIES,TAPE,FASTENERS	00105380.531000.	34.44
	E&E LUMBER INC	FILE,SANDING BLOCK,SAND PAPER	00105380.531000.	39.08
	E&E LUMBER INC	SPREADER CLEATS	00105380.531000.	82.42
	E&E LUMBER INC	TIE DOWN RACHETS	00105380.535000.	59.44
	E&E LUMBER INC	TACK BROOMS	10110130.531000.	21.54
	E&E LUMBER INC	MOP	42047165.549000.	7.14
	E&E LUMBER INC	PAINT	42047165.549000.	18.21
	E&E LUMBER INC		42047165.549000.	84.59
	E&E LUMBER INC	CONCRETE	42047267.531000.	35.12
	E&E LUMBER INC	DOOR TRIM, LOCKS, SAW BLADES	50200050.531000.	47.70
	E&E LUMBER INC	SOCKETS AND EXTENSION CORDS	50200050.531000.	140.55
46702	COREY ELWELL	REFUND RENTAL DEPOSIT	001.239100.	58.00
46703	EMMERTON, RON	UB 821664000001 7112 66TH AVE	401.122110.	130.76
46704	EVERETT BARK & LANDSCAPING SUPPLY, I	BARK	00105380.531000.	54.19
46705	EVERETT TIRE & AUTOMOTIVE	2 TIRES	50100065.534000.	136.84
46706	FALLIHEE, JASON & WENDY	UB 070170000001 9405 55TH DR N	401.122110.	24.95
46707	FINE LINE INSTRUMENT	PARTS FOR ED.SPRINGS HYPO SYST	40140780.531000.	480.31
46708	FIRE PROTECTION,INC	ENTRY DOOR ALARM	00112572.548000.	245.03
46709	FOOTJOY	WINTERSOF GLOVES	420.141100.	436.27
46710	FRANK LUMBER & HARDWARE	ONE DOOR	00101250.548000.	183.50
46711	FREEDOM SYSTEMS, INC	CAMERA SYSTEM IN JENNINGS PARK	31000076.563000.P0803	6,500.00
46712	GARY'S GUTTER SERVICE	GUTTER REPAIR-JENNINGS SHELTER	00105380.531000.	14.65
46713	GENERAL CHEMICAL CORP	ALUM SULFATE 11.788 DRY TON	40142480.531320.	3,491.66
46714	GLORIA JEANE HAULING & HWY REHAB IN	PAVEMENT GRINDING	10110130.531000.	1,500.00
46715	DENA GOETZ	REFUND	00110347.376004.	52.00
46716	GOLF SCORECARDS INC	SCORECARDS/OVERRUNS	420.231700.	-100.99
	GOLF SCORECARDS INC		42047267.531000.	1,289.10
46717	GRAINGER INC	TAPE KIT AND EZ OUTS	40140080.535000.	87.73
	GRAINGER INC	SIGNS	42047267.549000.	42.46
	GRAINGER INC	CABINET	42047267.549000.	212.16
46718	GRANT WRITING USA	REGISTRATION-VANDERWALKER	00103010.549100.	425.00
46719	GRAYBAR ELECTRIC CO INC	CABLE	40143780.531000.	122.70
46720	LIZ GREENE	TRAINING REIMBURSEMENT	00100050.543000.	211.40
46721	HARBOR MARINE MAINTENANCE & SUPPLY	POLICE PATROL CAR OUTFITTING	50100048.564000.0850	63.51
	HARBOR MARINE MAINTENANCE & SUPPLY		50100048.564000.	190.56
46722	MARK HARPRING	TURFSTONES	42047165.531950.	123.98

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/10/2008 TO 4/16/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46723	HARSAGHY, JONATHAN & KEISHA	REFUND	00110347.376004.	57.00
46724	HD FOWLER COMPANY	VALVE BOX TOPS,BASES,LIDS,ETC.	401.141400.	710.86
	HD FOWLER COMPANY	GASKETS	40140080.531000.	4.34
	HD FOWLER COMPANY	RETURN GREEN STAKING FLAGS	40141180.531000.	-7.59
	HD FOWLER COMPANY	STAKING FLAGS	40141180.531000.	156.24
	HD FOWLER COMPANY	PVC TEES AND PSI GAUGE	40141380.531000.	82.90
	HD FOWLER COMPANY	SADDLE AND STRAP	40141380.531000.	86.73
	HD FOWLER COMPANY	MJ CAPS,GASKET & T-BOLT SET	40141380.531000.	94.37
	HD FOWLER COMPANY	8" FIELD LOCKS	40141380.531000.	968.36
46725	RICK HERZOG	CONFERENCE REIMBURSEMENT	00102020.543000.	328.09
46726	BILL HESTER	REFUND -CO-ED SOFTBALL	00110347.376001.	595.00
46727	HI LINE	FUSES	50100048.564000.0850	38.18
	HI LINE		50100048.564000.	114.56
46728	HOME DEPOT CREDIT SVCS	LIGHT FIXTURE	00105380.531000.	65.07
46729	LOTUS HOWARD	REFUND RENTAL DEPOSIT	001.239100.	58.00
	LOTUS HOWARD		00110347.376014.	5.00
	LOTUS HOWARD		00110347.376014.	48.00
46730	IDEARC MEDIA CORP.	YELLOW PAGE ADS	42047267.544000.	111.00
	IDEARC MEDIA CORP.		42047267.544000.	187.90
46731	DEPT OF INFORMATION SERVICES	TELECOMMUNICATIONS SERVICES	00104190.551000.	723.71
46732	INSTITUTE OF BUSINESS PUBLICATIONS	SUBSCRIPTION RENEWAL	40143410.549000.	117.00
46733	INTERNATIONAL ECONOMIC	MEMBERSHIP APPLICATION	00102020.549000.	345.00
46734	INTERSTATE AUTO PARTS WAREHOUSE	TOOLS	50100065.535000.	138.14
46735	LIZ JANSSEN	REFUND RENTAL DEPOSIT	001.239100.	58.00
46736	JOHN CANADA	UB 766414770000 6414 77TH AVE	401.122110.	16.32
46737	K-MART	WATER FOR PARKS/REC ACTIVITIES	00105120.531070.	29.90
46738	LIZ KEHLER	MEAL REIMBURSEMENT	40143410.549020.	14.85
46739	KENWORTH NORTHWEST INC	OIL PAN GASKET	50100065.534000.	17.25
46740	MONINA KIM	REFUND	00110347.376004.	52.00
46741	MIKE KRAUTKREMER		00110347.376004.	52.00
46742	LANE, DWAYNE	UB 411642410000 16424 SMOKEY P	401.122110.	187.00
	LANE, DWAYNE		401.122130.	9.35
46743	LASTING IMPRESSIONS INC	FINANCE/CITY HALL LOGO WEAR	00100310.549010.	148.70
	LASTING IMPRESSIONS INC	6 NAMES ON JUMPSUITS	00103121.526000.	48.83
	LASTING IMPRESSIONS INC	PRINTED SHIRTS-SPRING SOCCER	00105120.531030.	767.43
	LASTING IMPRESSIONS INC	SWEATSHIRTS/CITY LOGO HATS	00105380.526000.	1,814.10
	LASTING IMPRESSIONS INC	CUSTOM VESTS	00105380.531000.	66.36
46744	YVONNE LERVICK	REFUND	00110347.376021.	26.00
46745	LES SCHWAB TIRE CENTER	2 TIRES	501.141100.	324.18
	LES SCHWAB TIRE CENTER	JUNK TIRE DISPOSAL FEE	50100065.534000.	105.00
	LES SCHWAB TIRE CENTER	TIRES	50100065.534000.	2,079.66
46746	DEPT OF LICENSING	BALES, SHAUN (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	CARSON, KEITH (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	WALTER, KERRY (RENEWAL)	001.237020.	18.00
46747	LIND ELECTRONICS INC	FOUR LAPTOP POWER SUPPLIES	501.231700.	-38.07
	LIND ELECTRONICS INC		50100048.564000.0850	121.47
	LIND ELECTRONICS INC		50100048.564000.	364.40
46748	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR PAYROLL	00105120.541020.	128.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	262.40
46749	PREETHI MACHAIAH	REFUND RENTAL DEPOSIT	001.239100.	58.00
46750	MARYSVILLE PRINTING	RECEIPT BOOKS	00104190.531000.	543.24
	MARYSVILLE PRINTING	LAMINATING PROJECT	00105120.531000.	29.84
46751	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE FEE	00105120.531030.	7.00
	MARYSVILLE SCHOOL DISTRICT #25	2008 YOUTH BASKETBALL	00105120.531040.	101.63
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	136.50
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	162.75
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	197.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/10/2008 TO 4/16/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46751	MARYSVILLE SCHOOL DISTRICT #25	2008 YOUTH BASKETBALL	00105120.531040.	245.00
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	267.75
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	276.50
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	591.00
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	944.40
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	1,397.27
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	1,409.56
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	1,687.67
	MARYSVILLE SCHOOL DISTRICT #25		00105120.531040.	1,768.17
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE FEE	00105120.531090.	33.25
	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USAGE FEES	00105120.531091.	182.83
46752	MARYSVILLE SIGN, INC	LAND USE SIGNS	00102020.531000.	430.89
46753	MARYSVILLE VAC & SEW	NEW VACCUUM AND BAGS	50200050.531000.	618.34
46754	CITY OF MARYSVILLE	W/S/G 1635 GROVE ST	00100010.547000.	1,417.05
	CITY OF MARYSVILLE	STORMWATER	40141580.547000.	27.60
46755	JEFF MASSIE	MEAL REIMBURSEMENT	00100020.549000.	23.73
46756	MCGREGOR HARDWARE DISTRIBUTION	ASSA #I BOTTOM PIN	00101250.548000.0864	21.73
	MCGREGOR HARDWARE DISTRIBUTION	MASTER PADLOCK	40143410.531000.	34.16
46757	MEMORY4LESS	MEMORY REPLACEMENTS	503.231700.	-21.41
	MEMORY4LESS		50300090.535000.	273.26
46758	MENG ANALYSIS	PAY ESTIMATE #2	30500030.563000.R0502	12,478.13
46759	MOBERG, TOM & KRISTIN	UB 100960000000 8924 46TH DR N	401.122110.	15.06
46760	MOTOR TRUCKS INC	ENGINE REPAIR	50100065.548000.	772.36
46761	MOTOROLA	RADIO REPAIR	00103222.548000.	1,705.64
	MOTOROLA	4 15-30 WATTS MODEMS	50100048.564000.0850	2,443.97
	MOTOROLA	POLIC PATROL CAR OUTFITTING	50100048.564000.0850	2,728.71
	MOTOROLA	4 15-30 WATTS MODEMS	50100048.564000.	7,331.88
	MOTOROLA	POLIC PATROL CAR OUTFITTING	50100048.564000.	8,186.12
46762	NELSON, ANDREW & PAULA	UB 761282210000 7109 63RD PL N	401.122110.	18.67
46763	NEXXPOST LLC	UPDATED RATE POSTAGE CHIP	00100020.531000.	99.38
	NEXXPOST LLC		00102020.531000.	159.00
	NEXXPOST LLC		10111230.531000.	19.88
	NEXXPOST LLC		40143410.531000.	79.49
	NEXXPOST LLC		41046170.531000.	19.88
	NEXXPOST LLC		50100065.531000.	9.93
	NEXXPOST LLC		50200050.531000.	9.93
46764	ESTHER NICOLAS	REFUND RENTAL DEPOSIT	001.239100.	200.00
46765	KEVIN NIELSEN	MEAL REIMBURSEMENT	00100020.543000.	33.43
46766	NORTH SOUND EMERGENCY MEDICINE	INMATE MEDICAL	00103960.541000.	410.00
46767	NORTHUP GROUP	PRE-EMPLOYMENT SCREENING	00103222.541000.	1,200.00
46768	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	248.13
	OFFICE DEPOT		00100110.549000.	89.50
	OFFICE DEPOT		00100310.549000.	62.93
	OFFICE DEPOT		00102020.531000.	27.45
	OFFICE DEPOT		00102020.531000.	233.81
	OFFICE DEPOT		00103010.531000.	5.00
	OFFICE DEPOT		00103010.531000.	10.00
	OFFICE DEPOT		00103010.531000.	13.08
	OFFICE DEPOT		00103222.531000.	20.00
	OFFICE DEPOT		00103222.531000.	81.75
	OFFICE DEPOT		00103222.531000.	130.00
	OFFICE DEPOT		00103960.531000.	256.23
	OFFICE DEPOT		00104190.531000.	39.24
	OFFICE DEPOT		00143523.531000.	6.07
	OFFICE DEPOT		40140780.531000.	387.08
	OFFICE DEPOT		40143410.531000.	335.89
	OFFICE DEPOT	PRINTER CARTRIDGE	42047267.531000.	50.47

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/10/2008 TO 4/16/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46768	OFFICE DEPOT	OFFICE SUPPLIES	50100065.531000.	6.40
	OFFICE DEPOT		50200050.531000.	6.40
46769	OTAK	PAY ESTIMATE #10	40145040.541000.D0720	5,109.00
	OTAK	PAY ESTIMATE #9	40145040.541000.D0720	8,092.50
46770	PACIFIC TOPSOILS INC	SOIL/SOD DUMP FEE	00105380.545010.	41.32
	PACIFIC TOPSOILS INC		00105380.545010.	170.80
46771	PART WORKS INC, THE	BUBBLER CARTRIDGES	00105380.531000.	331.40
46772	THE PARTS STORE	SWITCH	42047165.548000.	31.10
	THE PARTS STORE	FUSES,FUSE BLOCKS,SOLENOIDS	50100048.564000.0850	120.85
	THE PARTS STORE	ELECTRICAL WIRE,TAPE,ZIP TIES	50100048.564000.0850	256.16
	THE PARTS STORE	FUSES,FUSE BLOCKS,SOLENOIDS	50100048.564000.	362.55
	THE PARTS STORE	ELECTRICAL WIRE,TAPE,ZIP TIES	50100048.564000.	768.48
	THE PARTS STORE	REAR BRAKE PAD SET	50100065.534000.	66.35
46773	PETROCARD SYSTEMS INC	FUEL - POLICE	00103222.532000.	6,188.62
	PETROCARD SYSTEMS INC	FUEL-SANITATION/OPERATIONS	40143880.532000.	4,782.17
	PETROCARD SYSTEMS INC		41046060.532000.	4,332.30
	PETROCARD SYSTEMS INC	GASOLINE FOR TRUCK	42047165.532000.	25.11
	PETROCARD SYSTEMS INC	FUEL CONSUMED-FACILITIES	50200050.532000.	135.21
	PETROCARD SYSTEMS INC	FUEL	50300090.532000.	43.77
46774	DENISE FREEMAN	JACKETS	00103010.526000.	289.97
	DENISE FREEMAN		00103121.526000.	289.97
	DENISE FREEMAN		00103222.526000.	579.94
46775	PING	SALES TAX CREDIT	420.141100.	-17.11
	PING	TRAVEL COVERS	420.141100.	218.36
46776	TONY POCHE	EVAP LEAK DETECTOR	50100065.535000.	1,079.58
46777	PROVIDENCE EVERETT MEDICAL CENTER	MEDICAL SERVICES	00103960.541000.	2,817.00
46778	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 109-000-510-7	00101250.547000.	1,849.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 225-002-594-3	00105380.547000.	161.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 445-003-900-5	00199513.547000.	2,005.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 283-001-380-7	10110463.547000.	143.38
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 242-001-069-2	10110564.547000.	44.19
	PUD NO 1 OF SNOHOMISH COUNTY	PUD-6MG RES 500-001-942-1	40140180.547000.	167.99
	PUD NO 1 OF SNOHOMISH COUNTY	395-051-146-3	40142280.547000.	28.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT#538-011-915-5	40142280.547000.	83.63
	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHARGE-3801 88TH ST NE	40142280.547000.	133.04
	PUD NO 1 OF SNOHOMISH COUNTY	483-023-177-7	40142280.547000.	245.37
46779	PUGET SOUND ENERGY	ACCT 753-901-800-7	00100010.547000.	1,227.11
	PUGET SOUND ENERGY	ACCT 835-819-211-3	00101250.547000.	429.29
	PUGET SOUND ENERGY	ACCT 549-775-008-2 CITY HALL	00103530.547000.	522.02
	PUGET SOUND ENERGY	ACCT 616-190-400-5	00105250.547000.	79.68
	PUGET SOUND ENERGY	ACCT 922-456-500-3	40143780.547000.	112.70
	PUGET SOUND ENERGY	ACCT 435-851-700-3	40143780.547000.	626.17
	PUGET SOUND ENERGY	ACCT 433-744-264-6	42047267.547000.	80.86
46780	PUGET SOUND SECURITY	DUPLICATE KEY	40143410.548000.	12.80
46781	R&R PRODUCTS INC	PULL ARM W/BUSHINGS	42047165.548000.	190.06
	R&R PRODUCTS INC	VERTICUT UNITS	42047165.548000.0846	2,394.90
46782	RADAR INC	POLICE PATROL CAR OUTFITTING	50100048.564000.0850	131.49
	RADAR INC		50100048.564000.	394.48
46783	RH2 ENGINEERING INC	PAY ESTIMATE #13	40220594.563000.W0505	1,515.77
46784	ROCKHURST UNIVERSITY CONTINUING	INTERVIEWING PEOPLE COURSE	40143410.549020.	179.00
46785	STACY ROUNDS	REFUND RENTAL DEPOSIT	001.239100.	58.00
46786	ROY ROBINSON CHEVROLET	INVOICE #369964 BILLED WRONG	40143410.548000.	-1,941.44
	ROY ROBINSON CHEVROLET	DIFFERNTIAL PINION SEAL	40143410.548000.	18.55
	ROY ROBINSON CHEVROLET	REPLACE BOTH FRONT TIRES	40143410.548000.	192.05
	ROY ROBINSON CHEVROLET	REPAIR BRAKE PROBLEM	40143410.548000.	1,941.44
	ROY ROBINSON CHEVROLET		40143410.548000.	1,941.44
46787	SHARON SCHMOKER	REFUND RENTAL DEPOSIT	001.239100.	200.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/10/2008 TO 4/16/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46788	LYNN SCHROEDER	EXPENSE REIMBURSEMENT	00100110.549000.	116.04
46789	SEATTLE MARINERS	TICKETS- 06/02/08 GAME	00105120.531050.	330.00
46790	SIWEK, PETER & CATHLEEN	UB 761361120001 7705 67TH ST N	401.122110.	121.85
46791	SNOHOMISH COUNTY TREASURER	2008 PROPERTY TAXES	00105380.549000.	174.00
	SNOHOMISH COUNTY TREASURER		40140280.549000.	2,423.06
	SNOHOMISH COUNTY TREASURER		40142480.549000.	20.00
46792	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNES FUNDS	00102570.551000.	1,057.17
46793	SOROPTIMIST OF MARYSVILLE	REFUND RENTAL DEPOSIT	001.239100.	58.00
46794	SOUND SAFETY PRODUCTS CO INC	JEANS PER CONTRACT	10111230.526000.	102.63
	SOUND SAFETY PRODUCTS CO INC	JEANS-KEVIN GESSNER	40143410.526200.	92.85
	SOUND SAFETY PRODUCTS CO INC	BOOTS - KEVIN GESSNER	40143410.526200.	190.05
	SOUND SAFETY PRODUCTS CO INC	JEANS FOR LITO	50200050.526000.	93.18
46795	KENNETH E ELMORE	TRAINING-JULY 20-22,2008	00103121.549100.	400.00
	KENNETH E ELMORE		00103222.549100.	400.00
46796	DON SPRAGUE SALES, INC.	MATERIALS FOR PARKS/REC	001.231700.	-53.61
	DON SPRAGUE SALES, INC.		00105380.531000.	684.26
46797	SPRINGBROOK NURSERY	5/8 GRAVEL	00105380.531000.	301.28
46798	SUN MOUNTAIN SPORTS INC	SHORT SLEEVE PULLOVER RAINFLEX	420.141100.	80.55
	SUN MOUNTAIN SPORTS INC	SPEED CART/SCB DELUXE BAG	420.141100.	243.02
	SUN MOUNTAIN SPORTS INC	LONG/SHORT SLEEVE MOCKS	420.141100.	519.93
46799	SUNNYSIDE NURSERY	PLANTS-JENNINGS & FREEWAY PARK	00105380.531000.	122.14
46800	MARY SWENSON	CONFERENCE REIMBURSEMENT	00100110.543000.	128.00
46801	SYSTEMS INTERFACE INC	PHASE FAIL MONITORING	40142280.548000.	449.16
46802	TAPROOT THEATER	ADMISSION TO TAPROOT THEATER	00105250.531050.	160.00
46803	TAYLOR, MISHELLE	UB 830418000001 7102 67TH DR N	401.122110.	164.33
46804	TAYLORMADE	ROSSA SPIDER PUTTER	420.141100.	142.10
46805	TESSCO TECHNOLOGIES	POLICE PATROL CAR OUTFITTING	501.231700.	-20.99
	TESSCO TECHNOLOGIES		501.231700.	-8.66
	TESSCO TECHNOLOGIES		50100048.564000.0850	27.62
	TESSCO TECHNOLOGIES		50100048.564000.0850	66.96
	TESSCO TECHNOLOGIES		50100048.564000.	82.87
	TESSCO TECHNOLOGIES		50100048.564000.	200.90
46806	TITLEIST	COBRA BAGS	420.141100.	242.00
46807	TORO NSN	IRRIGATION COMPUTER SOFTWARE	42047165.531920.	199.00
46808	UNITED PARCEL SERVICE	LATENT PRINTS TO WSP	00103222.542000.	23.11
46809	UNITED PIPE & SUPPLY INC	8" DUCTILE IRON PIPE	40141380.548000.M0656	5,536.36
	UNITED PIPE & SUPPLY INC	SUPPLIES FOR 143RD WATER MAIN	40141380.548000.M0656	5,838.26
46810	UNITED RENTALS	RAKES AND BROOMS	501.141100.	234.73
46811	VERIZON NORTHWEST	ACCT 030211101451140308	00100010.542000.	118.98
	VERIZON NORTHWEST	030211107449353300	00100050.542000.	698.98
	VERIZON NORTHWEST	ACCT 100152074306	00103530.542000.	105.70
	VERIZON NORTHWEST	ACCT.# 03 0211 1097788318 10	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT 03 0275 1027463801 05	00104000.542000.	100.64
	VERIZON NORTHWEST	ACCT 103957234007	40142480.542000.	51.71
	VERIZON NORTHWEST	ACCT030211109792481505	40143410.542000.	75.01
46812	MARY VERMEULEN	CONFERENCE REIMBURSEMENT	00100050.543000.	215.41
46813	W.A. BOTTING COMPANY	FILTER RACK FOR LIBRARY	00112572.548000.	97.65
	W.A. BOTTING COMPANY	SHIEVE REPLACEMENT	00112572.548000.	632.96
46814	WA SATSANG SOCIETY	REFUND RENTAL DEPOSIT	001.239100.	58.00
46815	WASHINGTON STATE TREASURER	PUBLIC SAFETY & BUILDING REV	001.237010.	55,279.66
	WASHINGTON STATE TREASURER		001.237030.	234.00
46816	WASTE MANAGEMENT NORTHWEST	ROLL-OFF FEES-TRAIN DERAILMENT	10110070.541000.	1,331.78
	WASTE MANAGEMENT NORTHWEST		40143410.541000.M0802	1,331.78
46817	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	133.28
46818	WEBCHECK	WEBCHECK CANOPY SERVIC 3/08	00143523.541000.	636.00
46819	WELLS FARGO BANK	UB 601370000000 12122 38TH AVE	401.122110.	143.10
46820	WESTERN EQUIPMENT DISTRIBUTORS	PULL FRAME ASM	42047165.548000.	116.68

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/10/2008 TO 4/16/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46821	WHISTLE WORKWEAR	JEANS/BOOTS PER CONTRACT	40143410.526200.	287.97
46822	CHANDRA WHITE	REFUND RENTAL DEPOSIT	001.239100.	58.00
46823	WINDEMERE RELOCATION	UB 980372700000 3727 73RD DR N	401.122120.	46.54
46824	WSHNA- OFFICER SHERRY MURPHY	DUE- SHACKLETON	00103121.549100.	25.00
	WSHNA- OFFICER SHERRY MURPHY	DUES - FORSLOF	00103121.549100.	25.00
	WSHNA- OFFICER SHERRY MURPHY	DUES - GUNDERSON	00103222.549100.	25.00
	WSHNA- OFFICER SHERRY MURPHY	DUES - RICHES	00103222.549100.	25.00
46825	BRAD ZAHNOW	CONFERENCE REIMBURSEMENT	40143410.543020.	342.82
46826	ZERR, ROBERT & MELANIE	UB 020990000004 5405 84TH PL N	401.122110.	17.47
WARRANT TOTAL:				<u><u>398,870.62</u></u>

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

City Council Meeting Date: **April 28, 2008**

AGENDA ITEM: Contract Award, State Avenue Phase III Corridor Improvements, 136 th Street NE to 152 nd Street NE	AGENDA SECTION: New Business	
PREPARED BY: Patrick Gruenhagen, Project Manager	AGENDA NUMBER:	
ATTACHMENTS: - Certified Bid Tabulation	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 30500030.563000 (R0301)	AMOUNT: \$ _____	

This bid award will allow the City to move forward with construction of its State Avenue “Phase III” Corridor Improvement Project. Located within rapidly-growing north Marysville and slated to be complete by the summer of 2009, the project will accomplish a number of key goals:

- advance roadway capacity and safety improvements by widening from the existing two-lane configuration to five lanes while simultaneously managing access along the corridor;
- install a cohesive, vastly-improved pedestrian network including two signalized pedestrian crossings, as well as various corridor beautification / streetscape elements (*planted medians, planted sidewalk “buffer strips,” decorative signal poles and illumination system*);
- provide for traffic signal improvements at 136th Street NE and an entirely new traffic signal at the 152nd Street NE “T” intersection;
- upgrade existing, antiquated water-main and install new trunk-sewer;
- provide for installation of an enclosed storm-drainage system and expansion of the existing 128th Street NE storm-water detention/treatment facility that was built as part of the “Phase II” project

Bids were received on April 17, 2008, and publicly read aloud for the “State Avenue Phase III Corridor Improvement Project.” A total of _____ (#) bids were received, ranging from \$_____ to \$_____ including Washington State Sales Tax. The Engineer’s Estimate for the Project is \$14,000,000.00.

Engineering Staff have checked the references listed for the apparent low, responsive bidder, _____ Construction, Inc., received satisfactory comments, and thereby determined that _____ Construction, Inc. is in fact a responsible bidder. Staff therefore recommends Award to the apparent low bidder, _____ Construction, Inc., in the amount of \$_____ (including Washington State Sales Tax).

Staff recommends that Council authorize a \$_____ Management Reserve, to cover any unforeseen additions or changes to the work. Thus, the total allocation for the project (including WSST) would equal \$_____. Use of the Management Reserve would require prior authorization by the Public Works Director.

RECOMMENDED ACTION:
Public Works Staff recommends that City Council award the bid for the “State Avenue Phase III Corridor Improvement Project” to the apparent low bidder, _____ Construction, Inc., in the amount of \$_____ including Washington State Sales Tax; authorize the Mayor to sign the contract documents; and approve a \$_____ Management Reserve — for a total allocation of \$_____.

COUNCIL ACTION:

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

City Council Meeting Date: April 28, 2008

AGENDA ITEM: State Avenue Phase III Corridor Improvements - Professional Services Agreement for CM Services	AGENDA SECTION: New Business	
PREPARED BY: Patrick Gruenhagen, Project Manager	AGENDA NUMBER:	
ATTACHMENTS: Professional Services Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 30500030.563000, R-0301	AMOUNT: \$1,579,434.00	

The City's State Avenue 136th Street NE to 152nd Street NE Corridor Improvement Project was advertised for construction on March 26, and bid opening is scheduled to occur on April 17. With an assumed 300 working day construction window, the project is anticipated to be complete by mid-summer 2009.

This Professional Services Agreement will provide the City with construction management services and design support during administration of the construction contract. The recommended consultant team for this portion of the work is Harris & Associates. Harris was among three firms which were interviewed by the City's selection committee on March 13th, and that committee ultimately concluded that Harris presented unique qualifications which made them best-suited for this project.

Harris & Associates is a nationally recognized, well-established construction management firm, with considerable expertise in the administration of projects involving Federal funds. Staff is therefore confident that the City would be well-served by Harris for this particular project, and recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with Harris & Associates.

The fee for these services, as negotiated, totals \$1,579,434.00. Of that, approximately \$1.45 Million is attributable to the construction management portion of the contract. (*as opposed to design support services, which constitute ~\$129k*) Taken as a percentage of the assumed \$14 Million engineer's estimate, the fee for CM services therefore yields a value of 10.3%. This figure compares quite favorably to the industry standard for such services, which traditionally has ranged from 12% to 15% of construction costs.

RECOMMENDED ACTION: Staff recommends that the Council authorize the Mayor to sign Professional Services Agreement in the amount of \$1,579,434.00 with Harris & Associates.
COUNCIL ACTION:

Local Agency Standard Consultant Agreement

Consultant/Address/Telephone
 Harris & Associates, Inc.
 1800 112th Avenue NE, #210W
 Bellevue, WA 98004
 425.453.0999 phone
 425.453.0707 fax

- Architectural/Engineering Agreement
 Personal Services Agreement

Agreement Number

Project Title And Work Description
 State Avenue Corridor Improvements
 136th Street NE to 152nd Street NE
 "Construction Administration & Inspection
 Services"

Federal Aid Number

Agreement Type (Choose one)

- Lump Sum**
 Lump Sum Amount \$ _____
- Cost Plus Fixed Fee**
 Overhead Progress Payment Rate 171.30 %
 Overhead Cost Method
 Actual Cost
 Actual Cost Not To Exceed _____ %
 Fixed Rate 32 %
 Fixed Fee \$ _____

DBE Participation
 Yes No _____ %

Federal ID Number or Social Security Number
 942385238

Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date Sept. 30, 2009
---	-----------------------------------

- Specific Rates Of Pay**
 Negotiated Hourly Rate
 Provisional Hourly Rate

Total Amount Authorized \$ 1,579,434.00
 Management Reserve Fund \$ 0
 Maximum Amount Payable \$ 1,579,434.00

- Cost Per Unit of Work**

Index of Exhibits

- Exhibit "A" - Scope of Work
- Exhibit "B" - DBE Participation
- Exhibit "C" - Electronic Exchange of Engineering and Other Data
- Exhibit "D" - Payment (by Agreement Type)
- Exhibit "E" - Consultant Fee Determination
- Exhibit "F" - Breakdown of Overhead Cost
- Exhibit "G" - Subcontract Work/Fee Determination
- Exhibit "H" - Title VI Assurances
- Exhibit "I" - Payment Upon Termination of Agreement
- Exhibit "J" - Alleged Consultant Design Error Procedures
- Exhibit "K" - Consultant Claim Procedures
- Exhibit "L" - Liability Insurance Increase
- Exhibit "M" - Certification Documents

THIS AGREEMENT, made and entered into this 1st day of April, 2008, between the Local Agency of City of Marysville, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

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

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. 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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

Exhibit A
City of Marysville
State Avenue Corridor Improvements – 136th Street NE to 152nd Street
NE Project

Scope of Work

I. INTRODUCTION

The City of Marysville (City) has selected Harris & Associates (Harris) to provide Construction Management Services which consists of assistance with pre-construction planning; assistance with the construction contract bid and award process; construction administration; construction inspection; and close-out of the project.

II. DETAILED SCOPE OF WORK

TASK 1 – Project Management:

- 1.1 Purpose: Provide overall project management of the contract and coordination with the City. This effort will include the following elements.
- 1.2 Approach:
 - 1.2.1 Staff Management: Organize and layout work for the project staff. Coordinate any staff changes with the City.
 - 1.2.2 Progress Report and Invoice: Prepare an invoice and project progress report to be submitted to the City on a monthly basis.
 - 1.2.3 Meeting with the City: Meet with the City monthly to review the status of the work included in this contract.
- 1.3 Assumptions:
 - 1.3.1 Progress Report and Invoice: On a monthly basis, Harris will organize and layout work for the project staff. Coordinate any staff changes with the City.
 - 1.3.2 Project Duration: Fifteen (15) months for construction (300 working days) and one (1) month for close out.
- 1.4 Deliverables:
 - 1.4.1 Progress report and invoices.

Task 2 – Pre-Construction:

- 2.1 Approach:
 - 2.1.1 Set-up: Organize and set-up files for construction. RE and Inspector will walk the site and review Contract Documents.
 - 2.1.2 Construction Management Plan: Prepare a Construction Management Plan (CMP) to define the key project stakeholders and their roles and responsibilities. The CMP will include contract administration procedures to be used throughout the construction phase.
 - 2.1.3 Right-of-Entry Agreements: Assemble a notebook with all the right of entry agreements with the terms and conditions for use by the CM team on site.
 - 2.1.4 Pre-Construction Meeting: Prepare agenda and lead a pre-construction conference that will be scheduled prior to the start of construction in the City offices.

- 2.1.5 Pre-construction photographs: Prepare two sets of preconstruction photographs and video tape of the existing conditions of each property along the corridor prior to the start of construction.

2.2 Assumptions:

- 2.2.1 Construction Management Plan: Harris will prepare a draft plan for the City to review. After the City reviews and comments on the plan, Harris will finalize and distribute the plan to City staff and the Design Team. We assume that there will be two (2) copies reproduced and distributed.
- 2.2.2 The City will provide Harris with the right of entry agreements.
- 2.2.3 City and/or KPFF and/or their Sub consultant(s) as appropriate will prepare and distribute addendum. Harris will track distribution.
- 2.2.4 The City will award the contract.
- 2.2.5 No time has been included should a bid protest or challenge be filed or initiated.
- 2.2.6 Pre-construction meeting: The RE shall prepare an agenda and distribute the notices to the Contractor, City, KPFF and or their Subconsultant(s) as appropriate and others as determined by the City and KPFF. The City will notify the appropriate City staff of the meeting and request their presence. The Contractor will identify and notify the appropriate subcontractor. Harris' PD, RE, Inspector and Field Administrator will attend the pre-construction conference. At the conclusion of the conference, Harris will prepare a written record of the meeting. Harris shall distribute copies of the minutes to all attendees and affected agencies, staff, etc.

2.3 Deliverables:

- 2.3.1 Construction Management Plan.
- 2.3.2 Pre-construction meeting agenda and meeting notes.
- 2.3.3 Pre-construction photographs and video.

Task 3 – Construction Phase Services:

- 3.1 Purpose: Provide construction administration and inspection services during construction (after award of the construction contract.)
- 3.2 Approach: The City requested Harris include the Design Consultant, KPFF and or their Sub consultant(s) as appropriate, on the team to attend progress meetings, review RFI's, and review submittals as requested.
- 3.3 Harris will perform the following tasks
- 3.3.1 Review and provide comments to the City on the General Contractor's traffic control and drainage plans and schedule for completing the work.
- 3.3.2 The RE will have day-to-day contact with the Contractor and the City.
- 3.3.3 The RE and his staff will have the following responsibilities:
- 3.3.3.1 Prepare a daily construction report detailing the Contractor's activities performed for each working day the Contractor is on site. The report will identify quantities of materials and equipment installed, equipment and staff on site, etc.
- 3.3.3.2 Review and comment on the Contractor's baseline schedule and monthly updates.
- 3.3.3.3 As questions arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor, the RE will work with the City and Design Team to resolve the issues.

- 3.3.3.4 Meet with property owners and merchants to periodically let them know about the status of the work and schedule of work to come. Work with adjacent property owners, the general public, and other stakeholders. Keep them informed of the progress of the work and schedule for upcoming activities. Keep the City informed of any concerns or problems property owners and vendors have about the project.
- 3.3.3.5 Prepare field records and documents to help assure the project is administered in accordance with Federal, State, and/or funding agency requirements.
- 3.3.3.6 Receive, log and circulate submittals (Contractor shop drawings, catalog cuts, material certifications and other Contractor submittals required by the specifications for compliance with the contract requirements) for review and appropriate action.
- 3.3.3.7 Maintain payment, change request, change order, submittal, RFI, non-conformance logs on site for review at all times.
- 3.3.3.8 Prepare agendas; conduct weekly progress meetings with the Contractor, City and Design Team. Topics to be covered in the meeting include the status of the work, activities scheduled for the upcoming two weeks, status of submittals, RFI's, and changes to the work. Prepare and distribute meeting minutes within four (4) working days of the meeting to all parties at the meeting.
- 3.3.3.9 Provide photographs on a weekly basis during the course of construction. Photographs to be labeled with date taken and subject matter. Provide preconstruction and post-construction photographs from a minimum of four (4) vantage points that represent project conditions "before and after".
- 3.3.3.10 Receive, log, review and respond directly to RFI's transmitted by the Contractor. For technical issue, transmit RFI's to the City and/or KPFF and or their Subconsultant(s) as appropriate for their direction.
- 3.3.3.11 Receive, log and review for completeness submittals received from the Contractor. For technical issues, transmit submittals to the City and/or KPFF and or their Subconsultant(s) as appropriate for their direction.
- 3.3.3.12 Prepare and distribute change orders to the Contractor. Review the Contractor's change order requests and make recommendations to the City on acceptance of the changes.
- 3.3.3.13 Track material quantities delivered and installed. Coordinate quantity installation with the Contractor.
- 3.3.3.14 Review the Contractor's monthly payment requests and make recommendations to the City on acceptance of the requests. Review documentation accompanying monthly payment request to confirm compliance with the Contract Documents. Notify the Contractor of any deficiencies.
- 3.3.3.15 Coordinate and manage testing subcontractor(s). Coordinate the work of the testing laboratories in the observation and testing of materials used in the construction. Document and evaluate results of tests and identify deficiencies. Review test results and notify the Contractor of any deficiencies. Track remedial work until work is completed in accordance with the Contract Documents.
- 3.3.3.16 Perform wage interviews in accordance with WSDOT requirements.
- 3.3.3.17 Review "minor" claims submitted by the Contractor and provide the City with an analysis and recommendation for resolution.

3.4 Assumptions:

- 3.4.1 KPFF will review submittals, RFI's, and change order requests in support of the field activities to provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications.
- 3.4.2 KPFF will provide technical assistance for change orders.
- 3.4.3 If needed, KPFF will attend the weekly progress meetings with the Contractor and the City to respond to design/technical issues as requested.
- 3.4.4 KPFF will be responsible for preparing as-built drawings using information from the Contractor.
- 3.4.5 KPFF will provide supplemental drawings or details, if necessary, to clarify design intent.
- 3.4.6 "Minor claims" are those submitted by the Contractor whereby Harris can review the merit and costs as part of its normal day-to-day activities on the project. These claims would be received and reviewed by the RE/Inspector during the construction period (not during the post-construction phase.) If additional resources are required to analyze merit, schedules, and/or detailed cost proposals that will be compensated through an amendment to this agreement.
- 3.4.7 Assume no overtime for inspectors.
- 3.4.8 The City will provide reasonably prompt responses and direction to questions and/or issues presented by Harris to the City from the Contractor.
- 3.4.9 The City will provide reasonably prompt responses and direction on change requests and proposals presented to the City provided by Harris from the Contractor.
- 3.4.10 Prepare weekly statements of working days.

3.5 Deliverables:

- 3.5.1 Daily Reports – Submit to the City on a weekly basis or upon request.
- 3.5.2 Construction Photographs – 1 set of weekly photos including pre-construction photographs will be maintained at the site and turned over to the City upon completion of the work.
- 3.5.3 Weekly meeting minutes.
- 3.5.4 Field change and change orders with back-up.
- 3.5.5 Construction documentation per LAG requirements.
- 3.5.6 Requests for information with responses.
- 3.5.7 Submittal responses and supporting material.

Task 4 – KPFF and/or their Subconsultant(s) Support During Construction

The City requested Harris to include KPFF and or their Subconsultant(s) as appropriate in our contract to respond to questions and provide clarifications on the design documents.

4.1 – Project Management:

4.1.1 Purpose:

- 4.1.1.1 KPFF and or their Subconsultant(s) as appropriate will provide project management of its work during the construction phase of the project.

4.1.2 Approach:

- 4.1.2.1 Coordinate with Harris by phone, e-mail, and up to two meetings during the construction phase.
- 4.1.2.2 Prepare monthly invoices and progress reports.

4.1.3 Assumptions:

4.1.3.1 KPFF and or their Subconsultant(s) as appropriate services is estimated at fifteen (15) months; thirteen (13) months for construction plus two (2) months to complete the record drawings.

4.1.4 Deliverables:

4.1.4.1 Monthly invoices and progress reports briefly describing the work performed, budget used to date and remaining budget. The report will indicate any KPFF budget and/or schedule concerns.

4.2 – Construction Support

4.2.1 Purpose: As designer of the project, KPFF and or their Subconsultant(s) as appropriate will attend meetings, as needed, and provide support related to issues of clarifications and interpretations and shop drawing review during construction as requested.

4.2.2 Approach: KPFF and or their Subconsultant(s) as appropriate will provide the following services during construction:

4.2.2.1 Review requests for information (RFIs) related to the design or contract interpretation from the Contractor during the project and prepare responses to Harris. KPFF and or their Subconsultant(s) as appropriate will assist in issuing necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such responses will be consistent with the intent of, and can be reasonably inferred from the Contract Documents.

4.2.2.2 Review Contractor's shop drawings relative to the pump system for general compliance with the information given in the Contract Documents.

4.2.2.3 Review technical submittals when requested by Harris.

4.2.2.4 KPFF and or their Subconsultant(s) as appropriate will attend up to 30 weekly construction progress meeting with the Contractor and Harris as requested by Harris.

4.2.2.5 Prepare record drawings from red-line drawings provided by the Contractor through Harris.

4.2.3 Assumptions:

4.2.3.1 Assume 14 days for review of each submittal of the Contractor's shop drawings for the pumping system.

4.2.3.2 The duration of construction support will be fifteen (15) months.

4.2.3.3 Review of the electrical drawings for the pumping system will be performed by a subcontractor to KPFF and or their Subconsultant(s) as appropriate.

4.2.3.4 This scope of work does not include performing new design work to the bid documents.

4.2.3.5 KPFF and or their Subconsultant(s) as appropriate will attend 30 weekly construction meetings. Attendance at additional meetings will be considered Extra Work in accordance with Article XIV of the Agreement

4.2.3.6 KPFF and or their Subconsultant(s) as appropriate will not do any field work in relation to the record drawings and will not be responsible for the accuracy of the Contractor's red-line drawings. If field surveys are necessary to verify red-line drawings, this will be considered Extra Work in accordance with Article XIV of the Agreement.

4.2.4 Deliverables:

4.2.4.1 Written responses to RFIs.

4.2.4.2 Reviewed shop drawings for the pump system with notification as to compliance with the Contract Documents.

4.2.4.3 Record drawings in electronic format (PDF and/or Autocad)

4.2.4.4 Reviewed Technical Submittals with notification as to compliance with the Contract Documents.

Task 5 – Field Testing

- 5.1 Purpose: Provide field-testing of materials to support WSDOT documentation requirements and confirm materials are installed in accordance with the specifications.
- 5.2 Approach:
- 5.2.1 Comply with WSDOT Specifications and Chapter 9 of the WSDOT Construction Manual.
 - 5.2.2 Harris will coordinate the testing efforts.
- 5.3 Assumptions:
- 5.3.1 Harris will support all costs for materials testing costs with invoices.
 - 5.3.2 Harris will track materials testing costs and provide the City with a summary of those costs on a monthly basis with a forecast to complete.
- 5.4 Deliverables:
- 5.4.1 Test reports in accordance with WSDOT requirements.
 - 5.4.2 Monthly report summarizing test costs.

Task 6 – Close-out

- 6.1 Purpose: Close-out project so that the City can document work completed on the project and secure funding.
- 6.2 Approach:
- 6.2.1 Prior to substantial completion, Harris will provide the Contractor with a punch list of items to be completed or repaired before acceptance of the project. As the Contractor completes each item, they will be removed from the list. On a weekly basis (or more frequently as agreed) Harris will meet with the Contractor to review the status of the list.
 - 6.2.2 After the project is accepted, Harris will develop a list of items to be completed before the project is closed out. Harris will review this list with the City and Contractor on a weekly basis (or as agreed.)
 - 6.2.3 Prepare documentation for the City in accordance with Chapter 53 of the Local Agency Guidelines. These include the project completion letter, materials certificates, list of change orders, and WSDOT Final Acceptance Date.
 - 6.2.4 Assist City with WSDOT project management review in accordance with Chapter 53 of the LAG.
 - 6.2.5 Assist the City with closeout of WSDOT and FHWA accounts for the project.
 - 6.2.6 Turn over all project documents and files to the City.
- 6.3 Deliverables:
- 6.3.1 Punch list(s)
 - 6.3.2 Completion Letter
 - 6.3.3 Material Certifications
 - 6.3.4 Comparison of Quantities
 - 6.3.5 Project Documents



**Disadvantaged Business
Enterprise Utilization Certification**
(Optional - Use only when DBE Consultant is Utilized)

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

certifies that the Disadvantaged Business Enterprise

Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____ ***

- * Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation on each contract.
- ** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.
- *** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

Exhibit C
Intentionally Left Blank

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT 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 specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Subconsultant costs will include a Sub-Consultant Oversight mark-up of 4% as allowed in accordance with 48 CFR 31.2 Subconsultant costs including Oversight Markup must be itemized on the Subconsultant Fee Determination - Summary sheet attached as Exhibit G-1.
 - b. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - c. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - d. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - c. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1, Marysville, WA
State Avenue Corridor Improvements, 136th Street NE to 152nd
Street NE
Level of Effort - Construction Management Services



Project Team	2008												2008 Hours	2009												2009 Hours	2010				2010 Hours	Total Hours	2008 Hourly Rate	2008 Fee	2009 Fee	2010 Fee	Total Fee
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		Apr										
Sam Yaghmale, PE Project Director	8	8	8	8	8	8	8	8	8	8	8	72	8	8	8	8	8	8	8	8	8	8	8	64					0	136	192.47	\$13,858	\$12,934	\$0	\$28,792		
Phil Gagnier, CCM Construction Manager	8	176	176	176	176	176	176	176	176	176	1416	176	176	176	176	176	176	176	176	176	176	176	1408					0	2,824	147.07	\$208,251	\$217,428	\$0	\$425,679			
Juan Martinez Inspector		176	176	176	176	176	176	176	176	176	1408	176	176	176	176	176	176	176	176	176	176	176	1408					0	2,816	111.37	\$156,809	\$164,649	\$0	\$321,458			
Bill Pittwood Inspector		176	176	176	176	176	176	176	176	176	1408	176	176	176	176	176	176	176	176	176	176	176	1408					0	2,816	98.39	\$138,533	\$145,460	\$0	\$283,993			
Vivian Collica Office Administrator		176	176	176	176	176	176	176	176	176	1408	176	176	176	176	176	176	176	176	176	176	176	1408					0	2,816	82.68	\$116,413	\$122,234	\$0	\$238,648			
TOTAL	16	344	344	344	344	344	344	344	344	344	2544	344	344	344	344	344	344	344	344	344	344	344	2704	5696	0	0	0	0	11,408		\$633,864	\$662,706	\$0	\$1,296,570			

Assumptions:
 *Overtime Hours are Not Included
 *Extensions of Time to the Contract are Not Included
 *5% Yearly Salary Escalations are Included
 * Estimate is based on 300 working days
 * 4 weeks close-out

Exhibit E-2
City of Marysville, State Avenue Corridor Improvements, 136th
Street NE to 152nd Street NE
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @171.3%	Profit @_32%	Rate Per Hour
Vivian Collica : Administrative	\$ 27.26	\$ 46.70	\$ 8.72	\$ 82.68
Bill Pittwood: Inspector	\$ 32.44	\$ 55.57	\$ 10.38	98.39
Juan Martinez : Inspector	\$ 36.72	\$ 62.90	\$ 11.75	\$ 111.37
Phillip Gagnier : Construction Manager	\$ 48.49	\$ 83.06	\$ 15.52	\$147.07
Sam Yaghmaie, PE : Project Director	\$ 63.46	\$ 108.70	\$ 20.31	\$ 192.47
_____	-	-	-	-
_____	-	-	-	-

	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-

Exhibit – F

HARRIS & ASSOCIATES, INC.

**SCHEDULE I – ALLOWABLE AND NON-ALLOWABLE EXPENSES
UNDER THE FEDERAL ACQUISITION REGULATIONS
For the Year Ended December 31, 2006**

	<u>2006</u>
Operating Expenses:	
401(K) match	\$ 539,221
Aircraft expense	42,058
Auto allowances	239,805
Benefits administration	66,476
Computer services & supplies	400,375
Depreciation	451,040
Direct labor	(21,682,325)
Dues, books & subscriptions	208,933
Education	27,012
Employee benefits	2,411,086
Employee recruiting	482,725
Equipment rental	414,129
ESOP Contribution	191,674
Formula bonus	398,790
Insurance	1,316,277
Legal & accounting	344,741
Living/moving & miscellaneous	785,639
Meetings & conferences	333,353
Morale/amenities	327,907
Office supplies	600,051
Outside services	430,612
Payroll taxes	2,888,295
Postage and delivery	287,977
Printing expense	248,435
Professional development	167,243
Rent	2,545,061
Repairs & maintenance	224,648
Salaries	37,371,858
Senior manager ICP	250,000
Sick leave bonus	114,585
Surveying & drafting equipment	77,720
Taxes & licenses	379,800
Telephone & utilities	774,979
Travel	2,468,938
Vehicle - billable offset	(388,218)
Vehicle leases	<u>1,400,353</u>
 Total FAR Allowable Expenses	 <u>\$ 37,141,252</u>
 FAR Overhead Rate	 <u>171.30%</u>

See Independent Auditors Report on Supplementary Information

Exhibit - G

KPPF
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
State Avenue - 136th to 152nd

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	\$55.00	25	\$1,375.00
Project Manager	\$45.00	129	\$5,805.00
Project Engineer	\$35.00	468	\$16,380.00
Design Engineer	\$30.00	0	\$0.00
CADD Technician	\$30.00	158	\$4,740.00
Administration	\$20.00	10	\$200.00
	Subtotal: DSC		790
			\$28,500.00
Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	128.27%	\$28,500.00	\$36,556.95
Fixed Fee (FF)			
FF Rate	30.00%	\$28,500.00	\$8,550.00
Total KPPF			\$73,606.95
Expenses			
7% of Total KPPF Cost			\$5,153
Reimbursable Total			\$5,153
Subconsultant Expenses			
Hough Beck & Baird (Landscaping)			\$3,050
DKS Associates (Signals)			\$12,790
OTAK (Drainage)			\$24,760
Cross Engineers (Electical/Pumps)			\$6,296
PanGEO (Geotech)			\$3,200
Subconsultant Total			\$50,095.80
Total Agreement Amount			\$128,856

ENGINEERING COST ESTIMATE: Construction Support Services

Rev: June 01, 2006 - L.A. Wind

COST ESTIMATE FOR: Construction Support Services		CATEGORY & HOURS						TOTAL COSTS		
KPFF Consulting Civil Engineers		Princ.	Proj. Mang.	Proj. Engr.	Des. Engr.	CADD Tech.	Admin	1.00		2.5827
Item	SCOPE OF WORK	\$55.00	\$45.00	\$35.00	\$30.00	\$30.00	\$20.00	Hours	Direct Cost	Direct Cost
4.1	PROJECT MANAGEMENT AND QUALITY CONTROL									
	General Project Management (30 weeks @ 2 hrs per week)	15	30	75			10	130	\$5,000	\$12,914
	Subconsultant Liaison (30 weeks @ 2 hrs per week)		30	100				130	\$4,850	\$12,526
	Monthly Progress Reports and Invoices (15 months @ 3 hrs per month)		15	30				45	\$1,725	\$4,455
	Meetings (4 hrs each)		8	4				12	\$500	\$1,291
	Subtotal:	15	83	209	0	0	10	317	\$12,075	\$31,186
4.2	CONSRTUCTION SUPPORT									
	Meetings (4 hrs each meeting)		16	90				106	\$3,870	\$9,995
	Meeting Minutes Review (0.5 hrs each meeting)		4	8				12	\$460	\$1,188
	RFI (13 hrs each)	10	20	80		20		130	\$4,850	\$12,526
	Review Technical Submittals (6 hrs each)		6	12				18	\$690	\$1,782
	Record Drawings (3 hrs per sheet plan sheet)			69		138		207	\$6,555	\$16,930
								0	\$0	\$0
								0	\$0	\$0
	Subtotal:	10	46	259	0	158	0	473	\$16,425	\$42,421
	TOTALS:	25	129	468	0	158	10	790	\$28,500	\$73,607

DKS
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
State Avenue - 136th to 152nd

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	\$60.00	0	\$0.00
Project Manager	\$38.00	89	\$3,382.00
Project Engineer	\$28.00	16	\$448.00
Design Engineer	\$25.00	0	\$0.00
CADD Technician	\$22.70	0	\$0.00
Administration	\$18.30	15	\$274.50
Subtotal: DSC			\$4,104.50

Overhead (OH) Cost (Include Salary Additives)

OH Rate x DSC of	171.86%	\$4,104.50	\$7,053.99
------------------	---------	------------	------------

Fixed Fee (FF)

FF Rate	30.00%	\$4,104.50	\$1,231.35
---------	--------	------------	------------

Direct Reimbursables

Mileage	\$200.00
Copies	\$100.00
Misc.	\$100.00
Reimbursable Total	\$400.00

Total Agreement Amount	\$12,790
-------------------------------	-----------------

OTAK
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
 State Avenue - 136th to 152nd

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
PIC/PM	\$202.00	20	\$4,040.00
CE V	\$120.00	50	\$6,000.00
CE II	\$93.00	60	\$5,580.00
Engr Tec IV	\$80.00	60	\$4,800.00
Project Admin Asst	\$68.00	40	\$2,720.00
	Subtotal: DSC		230 \$23,140.00
 Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	0.00%	\$23,140.00	\$0.00
 Fixed Fee (FF)			
FF Rate	0.00%	\$23,140.00	\$0.00
 Direct Reimbursables			
7% of direct costs			\$1,620
	Reimbursable Total		\$1,620

Total Agreement Amount	\$24,760
-------------------------------	-----------------

PanGEO
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
 State Avenue - 136th to 152nd

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	\$160.00	20	\$3,200.00
	<hr/>		
	Subtotal: DSC	20	\$3,200.00
Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	X	\$3,200.00	\$0.00
Fixed Fee (FF)			
FF Rate	30.00%	\$3,200.00	\$0.00
Direct Reimbursables			
Mileage			
Field Consumeables			\$0.00
Drilling Contractor and Flaggers			\$0.00
Laboratory Testing			\$0.00
Notebook/Binders & Assem. w/Dividers			\$0.00
	<hr/>		
	Reimbursable Total		\$0.00

Total Agreement Amount	\$3,200
-------------------------------	----------------

**Hough Beck & Baird
CONSULTANT FEE DETERMINATION
SUMMARY OF COST**

State Avenue - 136th St. N.E. to 152nd St. N.E.

Classification	Direct Salary		Direct Salary
	Cost	Total Hours	Total Cost
Principal in Charge	\$60.60	5	\$272.70
Landscape Architect/Project Manager	\$38.60	4	\$154.40
Project Designer	\$29.70	4	\$118.80
CADD Technician	\$23.00	4	\$92.00
Business Management	\$30.50	4	\$122.00
Administration	\$17.50	4	\$70.00
	Subtotal: DSC		25
			\$829.90
 Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	186.26%	\$829.90	\$1,545.77
 Fixed Fee (FF)			
FF Rate	30.00%	\$829.90	\$248.97
 Direct Reimbursables			 \$425.00
	Reimbursable Total		\$425.00
Total Agreement Amount			\$3,050

Hultz BHU Cross
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
 State Avenue - 136th St. N.E. to 152nd St. N.E.

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	\$60.60	0	\$0.00
Landscape Architect/Project Manager	\$33.00	60	\$1,980.00
Project Designer	\$29.70	0	\$0.00
CADD Technician	\$23.00	0	\$0.00
Business Management	\$30.50	0	\$0.00
Administration	\$17.50	0	\$0.00
Subtotal: DSC			60 \$1,980.00
Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	188.00%	\$1,980.00	\$3,722.40
Fixed Fee (FF)			
FF Rate	30.00%	\$1,980.00	\$594.00
Direct Reimbursables			
mileage @ 0.048 per mile		approx 400 miles	\$20.00
		Reimbursable Total	\$0.00
Total Agreement Amount			\$6,296

**Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)**

Project: City of Marysville, 132 st. to 152 st. CM

Sub Consultant: Systems Consulting, LLC

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Scheduler	64	X	38.00		\$ 2,432.00
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
Total DSC =					\$ 2,432.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 158.28 % x \$ 2,432.00 = 3,849.37

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ 2,432.00 = 729.60

Reimbursables:

Itemized = 100.00

SubConsultant Total

= 7,110.97

Prime Mark-Up

 % X =

Grand Total

=

Prepared By: Everette Adams

Date: 3-27-08

Systems Consulting, LLC
Overhead Schedule
December 31, 2006

Title	Proposed	Systems Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor Base	<u>\$166,062</u>				<u>\$166,062</u>	
Indirect Cost						
Indirect Salaries	\$139,332	(\$20,900)		A	\$118,432	71.32%
Rent	34,227				\$34,227	20.61%
Depreciation	17,062				\$17,062	10.27%
Car & Truck	11,322		(2,020)	F	\$9,302	5.60%
Insurance	4,087				\$4,087	2.46%
Travel	34,932	(22,706)		B	\$12,226	7.36%
Education/Training	2,013				\$2,013	1.21%
Advertising	9,684	(9,684)		C	\$0	0.00%
Legal & Professional	2,892				\$2,892	1.74%
Repairs & Maintenance	1,461				\$1,461	0.88%
Office Equipment	4,329				\$4,329	2.61%
Office Expense	5,316				\$5,316	3.20%
Taxes & Licenses	24,328	(7,405)		D	\$16,923	10.19%
Miscellaneous	1,461	(1,461)		E	\$0	0.00%
EE Benefits	15,508				\$15,508	9.34%
Tax Expense	11,487				\$11,487	6.92%
Telephone	5,378				\$5,378	3.24%
Parking	885		(885)	G	\$0	0.00%
Internet	2,201				\$2,201	1.33%
Total Expenses	<u>\$327,905</u>	<u>(\$62,156)</u>	<u>(\$2,905)</u>		<u>\$262,844</u>	<u>158.28%</u>
Overhead Rate	197.46%				158.28%	

Systems Consulting, LLC - Reviewed & Accepted 2/22/08 MR

Financial Statement Compilation Report issued by Clanton, Helfman & Radus CPA's LLP

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

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 is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J
Intentionally Left Blank

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit L
(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ _____ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000.00 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____ .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit M-1(a)
Certification Of Consultant

Project No. 084-0056

Local Agency _____

I hereby certify that I am _____ and duly authorized representative of the firm of Harris & Associates, Inc. whose address is 1800 112th Ave NE, #210W, Bellevue, WA 98004 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/1/08
Date


Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Marysville, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

**Exhibit M-4
Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Breakdown of overhead cost * are accurate, complete, and current as of December 31, 2006 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Harris & Associates, Inc.
Name *Vern Pitts, Jr.*
Title *Senior Vice President*
Date of Execution*** *4/1/08*

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Harris & Associates, Inc. 1800 112th Avenue NE, #210W Bellevue, WA 98004 425.453.0999 phone
Agreement Number	Project Title And Work Description State Avenue Corridor Improvements 136th Street NE to 152nd Street NE "Construction Administration & Inspection Services"
Federal Aid Number	
Local Agency City of Marysville, WA	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

<p>CONSULTANT</p> <p>By <u></u></p> <p>Consultant <u>VERN PHILLIPS, HARRIS & ASSOC</u></p> <p>By _____</p> <p>Consultant _____</p>	<p>LOCAL AGENCY</p> <p>By _____</p> <p>Agency _____</p> <p>By _____</p> <p>Agency _____</p> <p>By _____</p> <p>Agency _____</p>
---	--

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: April 28, 2008

AGENDA ITEM: State of Washington - Intergovernmental Cooperative Purchasing Agreement	AGENDA SECTION:	
PREPARED BY: Mike Shepard , Fleet & Facilities Manager	AGENDA NUMBER:	
ATTACHMENTS: State of Washington – Intergovernmental Cooperative Purchasing Agreement	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 50148058.549000	AMOUNT \$4,000.00 2-year membership fee	

The City of Marysville needs to sign an Intergovernmental Cooperative Purchasing Agreement with the State of Washington to access contracts the Office of State Procurement has. The City currently uses State contracts for the following goods and services;

- Janitorial service
- Janitorial supplies
- Office supplies
- Electrical supplies
- Vehicles and equipment
- Automotive parts

By using State contracts the City is able to take advantage bulk pricing, save time having to bid and manage our own contracts and this ultimately saves the City money.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign the State of Washington Intergovernmental Cooperative Purchasing Agreement.
COUNCIL ACTION:



STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
700 General Administration Building, P.O. Box 41000 • Olympia, Washington 98504-1000
(360) 902-7300 • TDD (360) 664-3799

March 2008

RECEIVED

CITY OF MARYSVILLE
COMMUNITY DEVELOPMENT

MARYSVILLE CITY OF
80 COLUMBIA AVE
MARYSVILLE WA 98270

Dear Purchasing/Business Manager:

We have some important news about your State Purchasing Cooperative membership fee. Beginning in 2008, **a membership fee will now pay for a two-year term.**

The new membership will start January 1, 2008 and run through December 31, 2009. Only first-time members may receive a pro-rated fee, and only at the discretion of General Administration's Office of State Procurement.

We are making this change to reduce our administrative costs, so that we can maintain the current fee rate, which hasn't gone up since 1995.

Prior to making this change, we surveyed our members to find out if a two-year membership fee would be a financial burden. Most members said it would not be a concern.

You will receive a quarterly invoice for your membership fee over the term of the agreement.

The benefits of being a purchasing cooperative member have not changed. As one of more than 700 cooperative members, your collective buying power allows us to negotiate substantial savings on contracts for goods and services. Members also save time on the purchasing process, so you can focus on your other work.

Government members have access to more than 300 contracts. Non-profit members have access to more than 190 contracts.

How to Join / Renew:

- 1) Please download the appropriate contract via the link below.
- 2) Complete in ink all required entries on page 3.



- 3) Mail the original to the address on page 3. You may also send a scanned copy of the signed agreement via e-mail. Please scan in PDF format, and e-mail to: fspain@ga.wa.gov
- 4) Once we have your completed agreement, we will activate your account.
- 5) We will verify your annual expenditures as reported in your last financial audit.
- 6) The General Administration Finance Office will begin sending a quarterly invoice via the e-mail account you list on the agreement. The invoice will reflect the two-year membership. The fee is still based on your annual expenditures, less debt service and inter-fund transfers.
- 7) Once verified, I will sign the agreement and fax or e-mail a copy of page 3 with the Co-op Manager's signature for your records.
- 8) It is the member's responsibility to file a copy of the Inter-Local Agreement with your auditor. Please retain a second copy for your records.
- 9) Not-For-Profit organizations: Please include your proof of 501(c) (3) status, and Secretary of State's certificate. Please include a summary page(s) that shows your annual expenditures, debt service (interest and principal) and any inter-fund transfers. Please don't forget to note your government funding sources on page 1.

Links to renew/join the State Purchasing Cooperative:

- *Political Subdivisions* (includes schools and fire departments) and *Not-For-Profit organizations*: <http://www.ga.wa.gov/pca/spc.htm>
- *Renewing members*: <http://www.ga.wa.gov/purchase/search-contracts.htm>

This message is being sent now because some of our members did not receive the original email message in December 2007.

For more information about the two-year membership fee, please contact Frank Spain at (360) 902-7415 or fspain@ga.wa.gov.

Thank you for being a member of the General Administration State Purchasing Cooperative Program.

Sincerely,

Frank Spain
State Purchasing Coop Manager
(360) 902-7415
fspain@ga.wa.gov



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION

Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400

<http://www.ga.wa.gov>

**STATE OF WASHINGTON
INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT FOR
PUBLIC AGENCIES**

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named public agency, CITY OF MARYSVILLE (hereinafter called the "Cooperative member") hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Cooperative member must be an agency, Cooperative member, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any Cooperative member of another state of the United States.
- (2) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the Cooperative member, to the extent permitted by law and agreed upon by both parties. The Cooperative member accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the Cooperative member.
- (3) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.
- (4) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative member (s), the Cooperative member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on their credit assessment of the Cooperative member. Purchases by the Cooperative member may be made by a purchase order issued by the Cooperative member to the state contractor. The Cooperative member accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP. The Cooperative member accepts responsibility for contract monitoring related to their use of these contracts.
- (5) The Cooperative member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- (6) This Agreement shall be effective on the later of the two signatures dates appearing below, and shall continue in force until canceled in writing by either party.

- (7) In the event that either the Office of the State Procurement or the Cooperative member is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law. The Cooperative member may request a refund of unexpired membership exceeding three months, which may be approved by OSP at their discretion.
- (8) The Cooperative member agrees to use only contracts available to the Cooperative member and only in accordance with those contract terms and conditions. The Cooperative member further agrees that all purchases from OSP contracts will be made only for the direct use of the Cooperative member's programs (as covered by this agreement) and will not be made on behalf of other jurisdictions (Cooperative member").
- (9) The Office of State Procurement is required by Chapter 236-49-060 WAC to recover the costs of administering the state purchasing cooperative program from all its members. The Membership Fee Schedule below sets forth the fee structure for Cooperative members that are not Washington State Agencies, which is based on the total expenditures less debt service and interfund transfers, as reported in the Cooperative member's last audited financial statements. The Cooperative member shall be charged a membership fee based upon the self-declaration, as indicated by their signatory's initials in the first column of the Membership Fee Schedule below. The Cooperative member's self-determined membership fee is subject to change if not validated by OSP during its subsequent reviews. This membership fee is due upon subscribing for the first year of membership and by January 31 of the membership cycle. The membership term is January 1st 2008 through December 31st 2009. The Cooperative member agrees to pay the membership fee as a part of this Agreement. New memberships beginning after June 30 may be prorated and will be established at the discretion of OSP.
- (10) Membership fees are established every two years. The State Auditors' most recently published *Local Government Comparative Statistics* report will be used to verify membership fee. Where a Cooperative member is not reported separately in that document, audited financial statements as published in the State Auditors' Website will be used. The Superintendent of Public Instruction (OSPI) web site will be used to verify fee issues for School Districts. The most recent audited financial statement will be used as the authoritative source to resolve any issues regarding the Annual Membership Fee due from the Cooperative member. Any Cooperative member not reported in the OSPI or State Auditor's Websites, must submit a copy of its most recent audited financial statements to OSP. When a member does not have audited financial statements, the member shall provide internal budgets or financial statements to OSP if requested.
- (11) In addition to accessing State contracts established by the Office of State Procurement, custom contracting and procurement services are available for an additional predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
- (12) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- (13) The Cooperative member shall be responsible for filing a copy of this Agreement with its county auditor's office.
- (14) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.
- (15) PAYMENT and NOTICES: Payment shall be made to OSP at the address given herein. Further, any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

Mail: agreement and Payment to:

State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214,
 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

Cooperative member contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Cooperative Member Name: CITY OF MARYSVILLE
 Contact Name: MIKE SHEPARD
 Address: 80 COLUMBIA AVE
 City, St. Zip: MARYSVILLE, WA 98270
 Phone Number: 360-363-8106
 Federal Id #: 916001459
 FAX Number: 360-363-8284
 Email Address: MSHEPARD@CI.MARYSVILLE.WA.US

Two-Year Membership Fee Schedule

Note: Expenditures below are net of debt service and inter-fund transfers

Initial in box	Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee
	\$0.00	\$3,000,000	\$400
	\$3,000,001	\$7,500,000	\$1,000
	\$7,500,001	\$30,000,000	\$2,000
<i>MS</i>	\$30,000,001	\$68,000,000	\$4,000
	\$68,000,001	\$90,000,000	\$6,000
	\$90,000,001	\$150,000,000	\$8,000
	\$150,000,001	and over	\$10,000

The undersigned has read, understands and agrees to the terms and conditions of this agreement and this Authorized Signatory for the Cooperative member attests that the expenditure level initialed in the Membership Fee Schedule above is true and correct.

Cooperative member Authorized Signature: Applicant must provide an authorized signature.

Name: _____
 Title: MAYOR
 Address (if not the same as above): 1049 STATE AVE MARYSVILLE, WA 98270
 Phone Number: 360-363-8000
 Date Signed: _____

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)

Approved as to form: , AAG Date: 07/18/07 (signature on file)

OSP has assigned you Co-op member number, _____. Please provide this number when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

Name _____ Title _____ Date _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2008

AGENDA ITEM: Supplement #1 to the Professional Services Agreement with The Transpo Group for the Transportation Element and Impact Fee Update	AGENDA SECTION: New Business	
PREPARED BY: John Tatum, Traffic Engineer	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none">Professional Services Agreement Supplement #1Amendment to Agreement for Services w/ Exhibit B(2)	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 30500010.541000 R0702	AMOUNT: \$11,500.00	

Under the existing professional services agreement (PSA) The Transpo Group is currently producing the Transportation Element Update for the Comprehensive Plan. Fundamental to the supporting analysis of the Element Update has been the revision and expansion of traffic models for future growth projections and intersection operations. Their expertise and familiarity with these newest models has them uniquely positioned to rapidly produce the supporting documentation for the City's effort to obtain a break in access for the fourth leg of the SR9/SR92 intersection.

This Supplement #1 amends the project scope to support the City's Break in Access request to WSDOT for the fourth leg of the SR9/SR92 intersection. The consultant will provide Forecast Traffic Volumes, Intersection/Corridor Operations Analysis and Technical Documentation for inclusion by the City into the submittal to WSDOT for the access opening.

RECOMMENDED ACTION:

Public Works Staff recommends that City Council authorize the Mayor to sign Supplemental Agreement #1 to the Professional Service Agreement for Transportation Element and Impact Fee Update in the amount of \$11,500.00.

COUNCIL ACTION:

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

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, _____, between the City of Marysville, hereinafter called the "City" and Transpo Group, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for [insert description of project], hereinafter called the "Project," said Agreement being dated July 23, 2007; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for Transportation Element and Impact Fee Update 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 July 23, 2007 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 \$11,500 and shall read as follows: "...shall total payment under this agreement exceed \$239,810."

PROFESSIONAL SERVICES AGREEMENT - 1
Supplement

/wpf/forms/municipal/MV0038.B

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

Original Agreement	\$ 228,310
Supplemental Agreement No.1	\$ 11,500
Supplemental Agreement No.2	\$ _____
Supplemental Agreement No.3	\$ _____
Grand Total	\$ 239,810

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed within 30 days.

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

Transpo Group

By: _____
Mayor

By: Amy Teed
Its: Principal

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Derrick Wood
Marysville City Attorney

PROFESSIONAL SERVICES AGREEMENT - 2
Supplement

/wpf/forms/municipal/MV0038.B

March 27, 2008

TG: 07153.00

John Tatum
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

**SUBJECT: CITY OF MARYSVILLE TRANSPORTATION ELEMENT AND IMPACT
FEE UPDATE—PROPOSED AMENDMENT TO EXISTING
AGREEMENT FOR SERVICES FOR SR 9 BREAK IN ACCESS REQUEST**

Dear John:

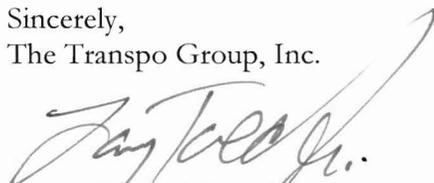
Please find enclosed a proposed Amendment to the existing Agreement for Services between The Transpo Group, Inc. and the City of Marysville as it relates to the subject project. The existing Agreement was fully executed on July 23, 2007 and since that time, the project and its needs have evolved to include services not included in the original scope.

Per your request we have prepared the attached amendment to address on-going analysis necessary to support the City's Break in Access request to be filed with WSDOT. The analysis focuses on the proposed break in access on SR 9 to allow for the west leg of the SR 9/SR 92 intersections. A new task, Task 10, would be added to the current contract.

The City can authorize our additional services by signing the enclosed Amendment and returning it via fax, e-mail or regular mail.

We appreciate the opportunity to work with you and look forward to supporting the project to successful completion. If you have any questions please call Mike Swenson or me at 425.821.3665.

Sincerely,
The Transpo Group, Inc.



Larry W. Toedtli, P.E.
Principal

LWT/

Attached: Amendment to Agreement for Services

Amendment to Agreement for Services

Client Name:	City of Marysville
Project Name:	Transportation Element and Impact Fee Update
Existing Agreement Dated:	July 23, 2007
Amendment Dated:	March 27, 2008 TG: 07153.00

The existing Agreement for Services between The Transpo Group, Inc. (Transpo) and City of Marysville (Client) is amended to include the following additional services, revised fee projection, and schedule. All terms and conditions described in the Agreement remain in force and are not modified by this Amendment.

Scope of Services

In support of the City’s Break in Access request as it relates to the intersection of SR 9/SR 92, Transpo proposes to provide the following elements. This scope of this analysis is based on discussions with the City and WSDOT in previous meetings.

Task 10—Break in Access Analysis (SR 9/SR 92)

1. **Study Area.** The study area for the analysis has been defined to include the following intersections:
 - SR 9/SR 528
 - SR 9/Sunnyside School Road
 - SR 9/SR 92
 - SR 9/Soper Hill Road
2. **Forecast Traffic Volumes.** Weekday PM peak hour traffic volumes previously developed for the year 2035 at the key intersections will be updated to reflect 2030 conditions. A 2030 horizon year is consistent with the horizon year of the WSDOT analysis currently being prepared for SR 9 within the study area of this project. The 2030 PM peak hour forecast traffic volumes, based on the Transportation Element, will be developed by interpolating between the 2007 and 2035 PM peak hour trip tables and assigning it to the future transportation element network with and without the break in access. The raw model volumes will be adjusted consistent with the post-processing method used for the Transportation Element. The resulting 2030 PM peak hour forecasts will be compared to the prior forecasts prepared by Perteet in support of the WSDOT SR 9 project. This comparison will be reviewed with the City and Perteet to establish the final 2030 forecasts for the analysis. In addition to the forecast traffic volumes an analysis of the shifts in traffic as it relates to the Break in Access will be discussed and documented.

AM peak hour forecast traffic volumes for the with and without the break in access will be provided. Traffic volumes for the 2030 conditions at these four intersections are being prepared by Perteet and will be provided by the City for both scenarios.

3. **Intersection/Corridor Operations Analysis.** Intersection levels of service will be documented for the with and without break in SR 9 scenarios. A LOS analysis, consistent with WSDOT requirements, will be prepared for all study area intersections, for both the AM and PM peak hours. In addition to the LOS analysis, an analysis of the vehicle queuing at the study area intersections, as well as an analysis of the corridor travel times will be conducted. The travel time and queuing analyses will be based on methodologies and output generated by Synchro.
4. **WSDOT Coordination.** The initial SOW and related budget estimate assume one additional meeting with WSDOT and City staff to review the results of the analysis. An initial meeting with the WSDOT SR 9 team, Perteet, and Transpo has occurred. This initial meeting with WSDOT was to discuss the potential scope of the Break in Access analysis and to confirm the approach of the analysis given the multiple studies currently in-process in the area.
5. **Technical documentation.** A technical memorandum with supporting graphics will be prepared and provided to the City for inclusion in the WSDOT submittal.

Fee Projection

Transpo will provide the services detailed in this Amendment on a time-and-materials basis. The original and revised fee projection for each identified task is outlined in Table 1.

Table 1. Fee Projection by Task

Task	Description	Original Fee Projection	Revised Fee Projection
10	Break in Access Analysis	-	\$11,500

1. T&M = Time-and-materials. Should the Client request Transpo's attendance at meetings and/or follow-on services, Transpo will provide these services on a time-and-materials basis. The fee projection for Task 10 assumes one additional meeting with WSDOT and the City.

As illustrated in Table 1 and Exhibit B(2), a total fee of \$11,500 is projected to complete the break in access analysis and prepare the appropriate documentation. Exhibit B was referenced in the original contract and includes the initial fees associated with Task 1 through Task 9. Exhibit B(2) identifies the fees associated with Task 10 only.

Schedule

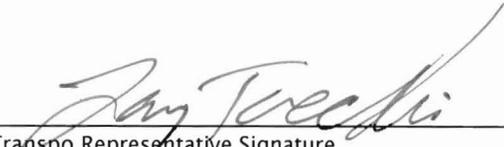
We understand that completing this analysis and preparing the necessary documentation is important to the City. As a result, we will expedite the work to the degree possible. We anticipate completing Task 10 within 2 to 3 weeks. Given the timing associated with receiving the AM peak hour data from the City, Transpo will commence with the analysis of the weekday PM peak hour conditions and will supplement the analysis when the AM peak hour data is available.

Authorization

Each individual signing this Amendment on behalf of named party represents that he or she is authorized to bind his or her principal to this Amendment and its terms.

The Transpo Group, Inc.

Client: _____



Transpo Representative Signature

Client Signature

LARRY TOEDTLI

Name - Printed

Name—Printed

Principal

Title

Title

April 1, 2008

Date

Date

Exhibit B(2)
City of Marysville Transportation Element and Traffic Impact Fee Update - Task 10 Amendment
Hours and Cost Estimate
The Transpo Group

Phase /Task Billing Rate	Estimated Hours					Total Estimated Hours	Estimated Labor Cost	Vendor/ Subconsultant Costs mark-up @ 15%	Other Direct Costs mark-up @ 15%	Total Estimated Costs	Percent of Total
	Project Manager/ Principal	Senior Engineer/ Planner	Senior Engineer/ Planner 1	Engineer/ Planner Support	Word Proc/Admin Support						
	\$ 215	\$ 160	\$ 130	\$ 100	\$ 75						
Task 10 - Break in Access											
10A - Project Management	4	8			4	16	\$ 2,440			\$ -	
10B - PM Traffic Forecasts	4	4	8	6		22	\$ 3,140				
10C - AM Forecasts				2		2	\$ 200				
10D - LOS/Queuing/TT Analysis		2		24		26	\$ 2,720				
10E - Site Visit				4		4	\$ 400				
10F - Documentation	4	4		8	4	20	\$ 2,600	\$ -	\$ -	\$ -	
Total Task 1	12	18	8	44	8	90	\$ 11,500	\$ -	\$ -	\$ -	
Total Estimated Hours	12	18	8	44	8	90	\$ 11,500	\$ -	\$ -	\$ -	
Total Estimated Labor Costs	\$ 2,580	\$ 2,880	\$ 1,040	\$ 4,400	\$ 600	\$ 11,500					
Vendors, Subs, and Direct Costs (@15% mark-up)							\$ -				
Total Estimated Costs	\$ 2,580	\$ 2,880	\$ 1,040	\$ 4,400	\$ 600	\$ 11,500					

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: April 28, 2008

AGENDA ITEM: Purchase New John Deere 310 SJ Backhoe	AGENDA SECTION:	
PREPARED BY: Mike Shepard , Fleet & Facilities Manager	AGENDA NUMBER:	
ATTACHMENTS: Purchase Order No. F 5331, State Contract 14603, and quote from Pape' Machinery.	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 50100048.564000	AMOUNT \$84,527.28	

The 2008 budget included replacement money for a 1971 John Deere 310 backhoe #208 that was sent to auction in 2006. The backhoe had a broken rear differential and was inoperable. Additionally the joint pins and bushings for the front bucket control arms were worn out and in need of replacement. Due to the age and disposition of this piece of equipment it did not make financial sense to repair the backhoe.

The backhoe will be purchased off a State Contract No. 14603 with Pape' Machinery located at 19808 – West Valley Highway Kent, WA 98032.

The 2008 authorized budget for this piece of equipment is \$95,000.00

RECOMMENDED ACTION:

Staff recommends that Marysville City Council authorize the Mayor to sign Purchase Order No. F 5331 in the amount of \$84,527.28 to purchase a new John Deere 310 SJ Backhoe using State Contract No. 14603 with Pape' Machinery.

COUNCIL ACTION:

Mr. Bob Scott

April 07, 2008

City of Marysville

Dear Bob,

We at Pape Machinery Inc. appreciate this opportunity to help the city of Marysville with their equipment needs by supplying one new John Deere 310SJ loader backhoe by adding on the the WSDOT backhoe contract # 14603.

Please review the requested pricing information and call with any questions you may have.

Base contract 310SJ - \$78,666

ADDITIONS to contract price:

Pilot Controls - \$1,491

Tilt Wheel - \$320

Dual Batteries - \$217

Universal Coupler - \$756

HD Backhoe Cylinder - \$206

Lighting Package - \$225

DELETIONS:

36" Ditching Bucket – (\$954)

GP Bucket in lieu of 4 in 1 – (\$2,361)

Deere Standard Thumb – (\$300)

Total Sales Price - \$78,266 plus 8.0% sales tax from Mt. Vernon



FLEET MAINTENANCE DIVISION
80 Columbia Ave.
Marysville, WA 98270
(360) 363-8250
(360) 651-5524 Fax

Replaces # 208
Project Code # 0352

Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages **F_ 5331**

TO Pape Machinery
19508 - West Valley Highway
Kent, WA 98032
ATTENTION John Schwind ²⁰⁰⁻⁵⁷⁵⁻⁰¹⁴⁰ ²⁰⁰⁻⁷³⁰⁻⁰⁹³² cell#

DATE <u>4-7-08</u>	ACCT CODE <u>50100048.564000</u>	ORDER NO.
SHIP TO <u>City of Marysville</u> <u>80 Columbia Ave</u> <u>Marysville, WA 98270</u>		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
<u>BOB/MIKE</u>	<u>45 DAYS</u>	<u>Pape Machinery ^{insert} Vernon</u>	<u>Delivery Driver</u>		<u>H009/208</u>

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
<u>1</u>			<u>2008 John Deere 310 \$5 Backhoe/Loader</u> <u>With OPTIONS STATED BELOW AS PER</u> <u>STATE OF WASH. Contract #14603</u>	<u>78660.00</u>	<u>78660.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>Pilot Controls OPTION</u>	<u>1491.00</u>	<u>1491.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>TILT WHEEL OPTION</u>	<u>320.00</u>	<u>320.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>DUAL BATTERIES OPTION</u>	<u>217.00</u>	<u>217.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>Universal Coupler Option</u>	<u>756.00</u>	<u>756.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>HD BACKHOE CYLINDER OPTION</u>	<u>206.00</u>	<u>206.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>Lighting Package Option</u>	<u>225.00</u>	<u>225.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>36" Ditching Bucket-Deletion</u>	<u><954.00</u>	<u><954.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>General Purpose Bucket in lieu of 4 in 1</u>	<u><2361.00</u>	<u><2361.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>John Deere STANDARD BUCKET Thumb</u>	<u><300.00</u>	<u><300.00</u>	<u>---</u>	<u>---</u>		
<u>1</u>			<u>STATE OF WASH. SALES TAX @ 8.0%</u>	<u>---</u>	<u>---</u>	<u>6261.28</u>	<u>---</u>		

NOTES: TOTAL INVOICE AMOUNT 84,527.28
- 2008 Budgeted Item

Bob Smith
AUTHORIZED BY: MAYOR

RECEIVED BY:

Ordering information: See page 2 Note III
Ordering procedures: See page 2 Note II
Special notes: See Below
Payment address: 19808 West Valley Highway Kent, WA 98032
Order placement address: 19808 West Valley Highway Kent, WA 98032
Minimum orders: None
Delivery time: 60 days After Receipt of Order (ARO)
Payment terms: Net 30 days
Shipping destination: Free On Board (FOB) Destination. All WSDOT orders are FOB Tumwater all other orders FOB Dealer.
Freight: Prepaid and included in unit pricing
Contract pricing: See Attachment "A"
Term worth: **\$741, 705.00**

Current participation:	\$0.00 MBE	\$0.00 WBE	\$741, 705.00 OTHER	\$0.00 EXEMPT
	MBE 0%	WBE 0%	OTHER 0%	EXEMPT 0%

NOTES:

- I. Best Buy: The following provision applies to mandatory use contracts only. This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers. Provided that an agency subsequently notifies the Office of State Procurement (OSP) State Procurement Officer (SPO) that the pricing is less costly for such goods or services than the price from the state contractor.

 If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the state agency may purchase the item(s) from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract. (Reference General Authorities document)

 If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.
- II. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- III. Only authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC) listings published and updated periodically by OSP may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet <http://www.ga.wa.gov/servlet/PCACoopListSv>. Contractors shall not process state contract orders from unauthorized users.

SPECIAL CONDITIONS:

1. Current Contract Information (CCI)

This Current Contract Information (Change Notice No. 6) extends Contract 14603 with Pape Machinery for another term. Prices have been revised this term and are given in Attachment "A" and Specifications are provided in Specifications, Attachment "B" All other terms, conditions and pricing remain unchanged.

2. Certificate of Insurance

Contractor to furnish to the State Procurement Officer, a copy of a valid Certificate of Insurance listing the State as beneficiary (See Original Bid Document, Section II, Paragraph 1) within Fifteen (15) days after Contractor receipt of award notice.

3. Warranty

Bidder will submit a copy of warranty with items delivered under this contract. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture. Refer to Attachment "B"

In the event of conflict between contract terms and conditions and warranty submitted, to afford the state maximum benefits, the contract terms and conditions shall prevail.

4. Sales and Subcontractor Report

A quarterly Sales and Subcontractor Report (attached) shall be submitted in the format provided by the Office of State Procurement. You can get the report electronically at <http://www.ga.wa.gov/pca/usage.doc>. Total purchases for each State Agency, University, Community and Technical Colleges must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. Additionally, all purchases by the State of Oregon or other purchasers must be reported as an aggregate total.

The report shall include sales information (Section A) and amounts paid to each subcontractor during the reporting period (Section B)

Reports should be rounded to nearest dollar. Contractors will be provided with all necessary sample forms, instructions, and lists. Reports are due thirty (30) days after the end of the calendar quarter, i.e., April 30th, July 31st, October 31st and January 31st.

ATTACHMENT "A" PRICE SHEETS

Req. Item	Comm. Code	Description	Unit	Unit Price
1.	2420	TRACTOR W/LOADER AND BACKHOE. Refer to Section 3.3 Specifications. Product Bid: Mfg.: <u>JOHN DEERE</u> Brand/Model: <u>310 SJ</u>	EACH	\$78,666.00
2.		TRADE-IN VALUE Note: Purchaser with future purchases under this contract will coordinate with Contractor the Trade-In value to be applied for each unit.	LOT	\$

OPTIONS FOR JOHN DEERE 310 SJ:

PRICING:

Ride Control.....	\$744.00
Hydraulic Pilot Controls (Includes selection to switch from SAE to Deere controls from cab).....	\$1,491.00
AM/FM Radio.....	\$400.00
Tilt Wheel.....	\$320.00
Universal Backhoe Bucket Coupler.....	\$756.00
Heavy Duty Backhoe Cylinder (For 310 SG-Increases Bucket dig force by 27%).....	\$206.00
BTI Model TC92.S Hydraulic Compactor.....	\$6,864.00
Dual Batteries.....	\$217.00
3" Seat Belt in Lieu of 2 "".....	\$79.00
18" H.D. Bucket.....	\$848.00

ATTACHMENT "A" PRICE SHEETS CONTINUED-ITEM ADDED BY CHANGE NOTICE NO. 1

Req. Item	Comm. Code	Description	Unit	Unit Price
3.	2420	TRACTOR W/LOADER AND BACKHOE. Refer to Section 3.3 Specifications. Product Bid: Mfg.: <u>JOHN DEERE</u> Brand/Model: <u>310 J</u>	EACH	\$53,436.00

<u>ITEM</u>	<u>OPTIONS FOR JOHN DEERE 310 J:</u>	<u>PRICING:</u>
1.	Cab with Heater and Dual Doors:.....	\$4,568.00
2.	Air Conditioning.....	\$1,496.00
3.	Air Seat.....	\$123.00
4.	Two Wheeled Drive.....	(\$4,734.00)
5.	Extendahoe.....	\$3,881.00
6.	Case Controls.....	\$386.00
7.	Auxiliary Hydraulics.....	\$1,773.00
8.	4 in 1 Bucket.....	\$2,550.00
9.	Universal Backhoe Coupler.....	\$730.00
10.	Optional Lighting.....	\$247.00
11.	Ride Control.....	\$719.00
12.	AM/FM Radio.....	\$386.00
13.	Block Heater.....	\$123.00
14.	12" Bucket.....	\$825.00
15.	30" Bucket.....	\$1,079.00
16.	Bucket Forks.....	\$1,107.00
17.	Turbo Charged Engine Adds 9 HP.....	\$1,120.00

**ATTACHMENT "A" PRICE SHEETS CONTINUED-
ITEM ADDED BY CHANGE NOTICE NO. 3**

Req. Item	Comm. Code	Description	Unit	Unit Price
4.	2420	TRACTOR W/LOADER AND BACKHOE. Refer to Section 3.3 Specifications. Product Bid: Mfg.: <u>JOHN DEERE</u> Brand/Model: <u>710 J</u> Delivery Time: 60-90 Days.	EACH	\$151,732.00

ITEM

OPTIONS FOR JOHN DEERE 710 J:

PRICING:

1.	Hydraulic Auger Attachment With Heavy-Duty 12." Auger Bit Sales Price Installed.	\$5,894.00
2.	BTI Model TC152 Hydraulic Compactor (Hoe- Pack) Unit Weighs Approx. 1,800 lbs. - Includes Swivel Head. Sales Price	\$10,654.00
3.	Air Seat Saks Price	\$123.00
4.	Stabilizer Cylinder Guards Sales Price	\$681.00
5.	Ride Control Sales Price	\$962.00
6.	Mechanical Coupler For Pin-On Backhoe Buckets Sales Price	\$3,333.00
7.	Engine Coolant Heater Sales Price	\$124.00
8.	AM/FM Weather Band Radio Sales Price	\$451.00
9.	24" Backhoe Bucket Sales Price	\$2,272.00
10.	30" Backhoe Bucket Sales Price	\$2,474.00
11.	1,375 Cubic Yard John. Deere 4 in 1 Multi Purpose Loader Bucket Sales Price In Lieu Of G.P Bucket - \$3,232.00 <ul style="list-style-type: none"> • John Deere Bucket Has Bolt-On Edges On Front Leading Edge And Dozer Edge • For 1.5 Cubic Yard 4 In .l. Bucket From An Outside Supplier, Custom Fitted With Bolt On Edge On Rear Lip As Well: Add - \$5,883.00 In Lieu Of G. P. Bucket 	
12.	For <u>No</u> Four Wheel Drive Deduct	\$5,708.00
13.	For <u>No</u> Air Conditioning Deduct	-\$1,515.00
14.	Price To Transfer Thumb Control Switch. From Floor Pedal To Switch In Backhoe Handle	\$868.00

3.3 SPECIFICATIONS

**Washington State
Department of Transportation
Vehicle & Equipment Bidding Requirements**

Acceptance of Terms:

Acceptance of a state Purchase Order (PO) for any units affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached equipment specification(s); including all penalties mentioned.

General:

Units bid for this purchase must be new (unused), current production models that require no manufacturer or dealership modifications. Units may be sold, prepared, and delivered to WSDOT, or a designated agent, only by a dealer who is factory franchised for the specific makes and models of equipment offered.

All accessories and features listed herein shall be those supplied by the original equipment manufacturer (OEM). Any accessories, features, or operational performance required by FMVSS, Washington State Motor Vehicle Laws, OSHA or WISHA laws or mandates, that apply to the equipment being bid, shall be provided by the manufacturer. All units associated with this purchase shall be of the same design and quality as those sold through normal retail channels; and they shall possess the latest technology, accessories, and features offered on standard retail unit; whether or not they are called for in the following specifications.

Specification Clarification and Changes:

Clarification for any item in these specifications may be obtained from the Office of State Procurement, (OSP) at (360) 902-7422.

The equipment specification(s) for this purchase are official state documents that carry far reaching ethical and legal implications. Therefore, after a purchase order is awarded to a successful bidder, there shall be ***no*** deviations from any requirements stated in the published equipment specification(s) during the manufacturing or assembly process of the units offered, without prior approval from the WSDOT Equipment Manager, and an official purchase order change issued by the OSP. Failure to comply with this requirement constitutes breach of contract; and may be grounds for order cancellation, without re-stocking fees or damages to WSDOT; or suspension from the state bidders list.

Equipment Demonstrations:

Prior to award of a purchase order, bidders may be required to present an offered unit for demonstration of its performance and capability. Such demonstrations must be conducted within seven calendar days after notification.

Equipment Specification Compliance Inspections; Delivery; and Acceptance:

To minimize time involvement and transportation costs to resolve equipment non-compliance issues, WSDOT will conduct specification compliance inspections at the supplier's location prior to equipment delivery. Suppliers must contact the WSDOT Equipment Administration Office, at (360) 705-7869, to arrange for compliance inspections. To allow for a reasonable reaction time, this notification must be at least 5 working days prior to a desired inspection date.

Current Contract Information

Change Notice No. 6

Contract No. 14603

Attachment "B"

Page 8

Equipment suppliers are responsible for ensuring that all units comply with all of the requirements listed in the boilerplate and specification(s) of this purchase, prior to a compliance inspection. This includes presenting the following documentation for each unit during the inspection:

1. The manufacturer's line production sheet reflecting the equipment serial numbers, and listing all of the unit's components
2. Completed Invoice
3. The Manufacturer's Statement of Origin (MSO)
4. Axle weight slips (for all units with axles)
5. The title application reflecting both the legal and registered owner as:

Washington State Department of Transportation
Olympia, Washington 98504-7357

When equipment fails to meet a compliance inspection, the supplier hereby agrees to reimburse WSDOT for any travel, per diem, and labor costs associated with all necessary re-inspection(s). Such reimbursement shall be deducted from the invoiced amount at final payment.

Equipment shall not be delivered to a WSDOT location until this inspection has successfully occurred, and a signed copy of the WSDOT specification compliance worksheet has been issued to the supplier. Failure to comply with this specific requirement constitutes breach of contract; and may be grounds for order cancellation, without re-stocking fees or damages to WSDOT; or suspension from the state bidders list.

After a unit successfully passes a compliance inspection, it may be delivered to WSDOT facilities between the hours of 7:00 am and 3:00 pm -- Monday through Friday. Deliveries shall not occur during other hours; or on weekends; or on recognized state and federal holidays. Suppliers must notify the phone number annotated in the ship to block of the purchase order at least 24 clock hours prior to equipment delivery, to ensure that a WSDOT employee is available to sign and date the delivery acceptance of the unit(s). Equipment left at a WSDOT facility without being signed for by an appropriate employee, will not be considered accepted by WSDOT; and WSDOT will not accept responsibility for the safeguard of such equipment. Failure to comply with this requirement constitutes breach of contract; and may be grounds for suspension from the state bidders list.

Late Delivery Penalty:

Receiving new units within the fiscal year for which they are funded is critical to government agencies. Therefore, WSDOT reserves the right to accept or reject bids based solely upon the bid delivery date.

A late delivery penalty of two tenths of one percent (0.002) shall be levied against the bid price of each individual unit, for each normal workday beyond the delivery date reflected on the awarded Purchase Order. Late penalties shall stop upon delivery acceptance annotated on the previous page of this document. WSDOT shall deduct such late delivery penalties from the invoiced amount, when making payment. Officially recognized state and federal holidays shall not be considered normal workdays. Suppliers may not be held responsible for Force Majeure delays; providing the OSP procurement administrator is notified in writing within 10 calendar days after the Force Majeure event. The OSP Procurement Administrator is responsible for consulting the WSDOT Fleet & Equipment Manager on such events; and the WSDOT Fleet & Equipment Manager has the sole prerogative of determining if events fall into the category of Force Majeure.

Current Contract Information

Change Notice No. 6

Contract No. 14603

Attachment "B"

Page 9

For sensible reasons, suppliers may request relief of late penalty fees by contacting the WSDOT Fleet & Equipment Manger in writing. Under no circumstances may any other person excuse late delivery penalty.

Warranty Services and Performance:

Equipment suppliers must provide technical support and reasonable equipment modifications for a period of 90 calendar days after the unit is reported as in service, to ensure that the purchased equipment is capable of performing the specified operational functions.

Bidders must include the factory warranty, which shall cover 100% parts and labor for the entire unit offered. This warranty must be honored at any factory-franchised dealership.

Warranty coverage will not commence until the date the completed unit is put into service as reported by WSDOT; or 30 days after final payment for the unit(s); whichever occurs first.

The equipment supplier must be capable of providing repair parts and supplies support for a period of at least 10 years after the purchase of the unit(s) offered.

The equipment supplier must initiate physical repairs on equipment failures within 72 consecutive hours after notification, during the purchased equipment's warranty period.

Suppliers shall incur all costs associated with warranty work for units obtained from this purchase, during the warranty period; this includes the transport of units that are disabled due to the failure of a warranted item.

Suppliers may authorize WSDOT to accomplish warranty repairs upon request; however, the supplier also agrees to wholly reimburse WSDOT for parts, materials, labor, and travel costs incurred in the accomplishment of such warranty repairs. The billing document for warranty work performed by WSDOT shall be based upon a WSDOT shop service work order for claims reimbursement.

WSDOT may levy charges equal to damages incurred as a result of non-compliance with any of the requirements in this Warranty Services and Performance section. These damages may include such things as lost productivity, and penalties levied on WSDOT by a third party.

Training:

Equipment suppliers shall provide one session of operator training per unit purchased; and one session of mechanic training per unit purchased. The session will include, but not limited to, the training items listed below.

- Operator training will be designed to familiarize personnel with operating characteristics and operator checks of the new equipment. This will include teaching operators shifting, acceleration, and braking techniques to maximize operational effectiveness of the unit's power train configuration.
- Mechanic training shall be designed to familiarize service and repair technicians with service checks and techniques, adjustments, and any unique requirements associated with the entire unit.

All training is to be scheduled, and coordinated by the WSDOT, ship to addressee.

Training sessions shall be conducted by qualified individuals only. "Qualified" means that the trainer must have a high level of knowledge and experience relating to the type of equipment offered or purchased:

Current Contract Information

Change Notice No. 6

Contract No. 14603

Attachment "B"

Page 10

- (a) Persons conducting the operator sessions must have a minimum of one (1) year of experience in actually operating the units offered.
- (b) Persons conducting mechanic training must have at least one (1) year of experience in the performance of preventive maintenance and repair on the units offered.

Training sessions will be evaluated by the agency Equipment Training Manager, who shall determine whether or not the training was adequate. If the training is deemed inadequate, the supplier agrees to conduct additional training sessions, at no cost, to satisfy the requirement.

TRACTOR; W/ LOADER AND BACKHOE

Model: 410G

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
I. General:		
1. This specification describes an all wheel drive loader / backhoe with an extendable dipper stick and operating weight equal to or greater than 16,000 lbs. <i>State operating weight bid.</i>	✓	16,155 LBS.
2. To be a John Deere 410G, Case 590L, New Holland 655E or equal.	✓	Item Bid John Deere 310 SG
II. Cab & Equipment:		
1. Shall be equipped with an enclosed ROPS steel cab with 2 doors and tinted safety glass.	✓	Composite Roof
2. Shall have the following:	✓	
a. Floor mats.	✓	
b. Soundproofing.	✓	
c. Front and rear wipers.	✓	
d. Pressurization.	✓	
e. Dome lights.	✓	
f. Heater.	✓	
3. To have a fabric covered swivel suspension seat with armrest and lumbar support.	✓	
4. Front and rear windshield defroster.	✓	
5. Turn signals.	✓	
6. Hazard warning lights.	✓	
7. Head lights.	✓	
8. Strobe light with cab controlled switch.	✓	

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
9. Windshield washer.	✓	
10. Horn.	✓	
11. To have 2 external and 1 inside rearview mirrors.	✓	
12. Stop and tail lights.	✓	
13. Working lights front and rear.	✓	
14. Seat belt	✓	
15. Alternator charge gauge.	✓	Indicators
16. Engine oil pressure audible and visual gauge	✓	Indicators
17. Converter temperature gauge	✓	Indicators
18. Fuel gauge	✓	
19. Coolant temperature gauge	✓	
20. Air filter blocked (restriction gauge)	✓	
21. To have a back up alarm.	✓	
22. Parking brake on (audible visual)	✓	
III. <u>Engine:</u>		
1. Shall be powered by a diesel engine capable of developing at least 90 SAE Net horsepower at 2,000-2,300 rpm. <i>State engine and hp bid.</i>	✓	90 HP Net @ 2,000 RPM Engine: John Deere
2. Engine shall be equipped with dry type air cleaner.	✓	
3. Shall be equipped with 110-volt block heater and cold weather starting aid.	✓	
IV. <u>Transmission:</u>		
1. Shall be a fully synchronized 4-speed forward/reverse shuttle transmission or power shift 4x3 or equal <i>state equal being bid.</i>	✓	Power shift
2. To have a single stage torque.	✓	

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
V. <u>Drive:</u>		
1. Shall be all wheel drive.	✓	
2. Front axle engagement control shall be located inside operator's cab	✓	
VI. <u>Hydraulic System:</u>		
1. Tractor shall be equipped with an integral hydraulic system capable of operating the front-end loader and all attachments.	✓	
2. The pump shall be the standard manufacturers model.	✓	
3. The unit's hydraulic system shall be designed to accommodate the use of attachments, such as breakers, augers, hammers and etc.	✓	
VII. <u>Steering:</u>		
1. Shall be the manufacturers standard hydraulic steering system.	✓	
2. Shall be equipped with front axle oscillation.	✓	
VIII. <u>Brakes:</u>		
1. Shall be multi-wet disc, self-adjusting and self-equalizing hydraulically operated, or equal.	✓	
2. Shall be equipped with a parking brake independent from the main service brakes, with a warning system to alert the operator that the parking brake is applied when the transmission is engaged.	✓	
IX. <u>Electrical System:</u>		
1. Electrical system shall be 12 volt, negative ground.	✓	
2. Shall be equipped with a 900 CC or greater, 12-volt maintenance free battery.	✓	
3. Shall be equipped with a 65-amp or greater alternator.	✓	95 Amp
X. <u>Tires:</u>		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
Tractor shall be equipped with 4 wheel drive tires equal to or greater then items X.1. and 2 below:	✓	
1. Front: 12.5 x 16.5 - 10-Ply Lug. <i>State tire bid.</i>	✓	12.5/80-18 10 Ply
2. Rear: 19.5 x 24 - 10-ply Lug. <i>State tire bid.</i>	✓	19.5-24 10 Ply
XI. Loader:		
1. Shall be an automatic self-leveling with single lever control '+' pattern equipped with positive hold float.	✓	
2. Shall have a return-to-dig and clutch cutout button on the loader control lever.	✓	
3. Lift height to be equal to or greater than 130 inches measured at the bucket hinge pin. <i>State lifting height.</i>	✓	134"
XII. Loader Bucket:		
1. Shall be a pin on multi-purpose, 82 inches (or greater) in width, with a load capacity of 1-1/4 cu yd. heaped.	✓	86" 1 ¼ Yard
2. To have bolt-on cutting edge, skid plates and lifting loops.	✓	
3. Maximum dump angle to be approximately 45 degrees. <i>State dump angle being bid.</i>	✓	45 °+
4. Rollback angle to be approximately 40 degrees at ground level. <i>State rollback angle being bid.</i>	✓	40 °+
5. The control for the Multi purpose bucket shall be integrated into the loader control.	✓	Dual levers into one control
XIII. Backhoe:		
1. Unit shall be equipped with a hydraulically telescoping extendable dipper stick.	✓	
2. Maximum extended digging depth shall be equal to or greater than 18.5 feet.	✓	
3. The extendable loading height, (truck loading position) to be equal to or greater than 13	✓	14' 1"

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
feet. <i>State loading height being bid.</i>		
4. Shall have a swing arc equal to or greater than 180 degree.	✓	
5. Shall have a bucket rotation of 180 and 160 degree and a level angle of 12 degrees.	✓	
6. Shall have a combination flip-over stabilizer pads.	✓	
7. Shall be equipped with the manufacture's maximum amount of front mounted counterweights to facilitate operation of the extendable dipper stick. <i>State counterweight being bid.</i>	✓	1,100 lbs.
8. Shall have a 24-inch heavy-duty bucket mounted on the dipper stick.	✓	
9. Shall be delivered with a 12-inch heavy duty bucket.	✓	
10. Shall be delivered with a 36-inch high capacity perforated ditching bucket.	✓	
11. Shall be equipped with a removable hydraulic thumb with quick disconnect hydraulic hose coupler. Note: The thumb shall not come in contact with the lift cylinder (s) when in the retracted position.	✓	
12. Backhoe hydraulic system to be setup (plumbed) to use hydraulic operated attachments.	✓	
XIII Exterior Finish:		
WSDOT expects professional workmanship on all products purchased. With this in mind, the following finishing requirements will be closely scrutinized during the specification compliance inspection.	✓	
1. There shall be no welding scale, roughness, sharp corners; or rust stains on the unit.	✓	
2. The unit shall be coated with 2 mils dry automotive quality primers, with an additional 2 mils dry of the manufacturer's standard color.	✓	

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
3. The body paint shall be warranted against rust and corrosion for five years.	✓	
4. Each side of the unit shall be equipped with the WSDOT decals prior to the compliance inspection. The supplier may opt to notify <i>Billboard Signs at 206-300-7300</i> for decals and decal installation. Billboard Signs will bill WSDOT for decaling services.	✓	
XIV. Publications:		
1. Each unit shall be delivered with an operator's manual.	✓	
2. Bidders shall provide the Service, and Parts Manuals as annotated below.	✓	
<u>1</u> Parts Manual (Per Unit)		
<u>1</u> Service Manual (Per Unit)		
XV. Options: Provide pricing for the below listed its if applicable:	✓	
1. Air conditioning. Add: \$1,517.00	✓	
2. 12-inch auger attachment. Add: \$3,402.00	✓	
3. Breaker/Hammer attachment 500 lb-ft. Add : \$10,234.00	✓	
4. Over the bucket forks. Add: \$1,124.00	✓	
5. 36-inch heavy-duty dipper bucket. Add: \$1,067.00	✓	
6. A pin on General-purpose loader bucket (1-1/4 cu yd heaped) with bolt on cutting edges, skid plates and lifting loops in lieu of the multipurpose bucket. Deduct: \$2,361.00	✓	
7. Delete hydraulic thumb item XIII.11. Deduct: \$5,241.00		

SPECIFICATION FOR ITEM NO. 3 MODEL: 310 J LOADER BACKHOE

Item NO.	Description	Check If As Specified
1	Description	
	310G, 1.12 Yd. Loader Bucket Or DOC Approved Equal Item Specification	
	CAB AND EQUIPMENT	
	Open air canopy with composite roof	X
	Halogen Work/driving lights Two front	X
	Halogen Work/driving lights Two rear	X
	Turn signal/warning lights Two front and two rear	X
	Stop and tail lights Two	X
	Rear reflectors Two	X
	Horn/backup alarm	X
	Seat belt	X
	ENGINE	
	Net Power hp @ rated rpm 70 @ 2300	X
	# cylinders and Displacement cu. In. 4 - 276	X
	ELECTRICAL	
	Volts 12	X
	Alternator Amps 65	X
	TRANSMISSION	
	Type Synchronesh/Power shuttle	X
	Speed Ranges F/R 4x4	X
	Forward 20.5	X
	Reverse 20.5	X
	BRAKES	
	Type Wet multiple disc	X
	Actuation Hydraulic	X
	HYDRAULIC SYSTEM	
	Pump Type Gear	X
	Pump Flow gpm 28	X
	System Pressure 3625 psi	X
	BACKHOE, Fixed Length Dipperstick	X
	Standard two lever Deere controls	X
	Max Digging Depth 14' 3"	X
	2 ft. Flat Bottom 14' 2"	X
	Reach From Swing Center 17' 10"	X
	Truck Loading Height 10' 11"	X
	Digging Force Crowd lb. 7,006	X
	Bucket Power Dig lb. 11,106	X
	Boom Lift @ Ground Level 2,545	X
	Dipperstick Lift Cap. @12' height 4,859	X
	BACKHOE STANDARD BUCKET	
	Sae Heaped Capacit, cu. Ft. 7.5	X
	Bucket Width, in. 24"	X
		see options
		SAE , Case, Available

Item NO.	Description	Check If As Specified	
	Bucket Rotation	190 degrees	X
	LOADER		
	SAE Heaped Capacity cu. yd.	1.12	X see options
	Loader Bucket Width	86"	X
	Breakout Force lb.	8,100	X
	Lift Capacity Full Height, lb.	5,800	X
	Dump Clearance @ 45deg.	8' 10"	X
	Dump Reach, in.	30.9"	X
	Bucket Hinge Pin Height	11' 1"	X
	FOUR WHEEL DRIVE		X
	Wheel Base in.	82.7"	
	TIRES		
	Rear	19.5L-24	X
	Front	12x16.5	X
	CAPACITIES		
	Fuel Tank gal.	36	X
	Hydraulic System	24 gal.	X
	WARRANTY/ MISC.		
	Full Machine Warranty	12 mos.	X
	Operators Manual		X
	Parts CD		X
	Delivery to Site		X

1303A

Tractor; w/ Loader and Backhoe

Model: 710 J

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
I. General:		
1. Shall be a John Deere 710G	✓	
2. Integral loader with extend hoe operating weight shall be the standard operating weight for the models annotated above	✓	
II. Cab & Equipment:		
1. Shall be equipped with an enclosed steel cab and tinted safety glass.	✓	Composite Roof
2. Shall have the following:	✓	
a. Floor mats.	✓	
b. Soundproofing.	✓	
c. Front and rear wiper.	✓	
d. Pressurization.	✓	
e. Dome lights.	✓	
f. Heater.	✓	
3. Shall be equipped with a deluxe suspension seat adjustable height and weight controls.	✓	
4. Electrical windshield wiper.	✓	
5. Front and rear; heater, defroster and A/C.	✓	
6. Turn signals.	✓	
7. Hazard warning lights.	✓	
8. Head lights.	✓	
9. Rotating flashing strobe light with cab controlled switch.	✓	
10. Windshield washer.	✓	
11. Horn.	✓	

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
12. Rear view mirror with 2 external and 1 inside.	✓	
13. Reading lights.	✓	
14. Stop and tail lights.	✓	
15. Work lights front and rear.	✓	
16. Seat belt.	✓	3''
17. Alternator charge gauge.	✓	
18. Engine oil pressure audible and visual gauge	✓	
19. Converter temperature gauge	✓	
20. Fuel gauge	✓	
21. Coolant temperature gauge	✓	
22. Air filter blocked (restriction gauge)	✓	
23. Parking brake on (audible visual)	✓	
III. <u>Engine:</u>		
1. Shall be powered by a 6-cylinder direct injection diesel engine capable of developing 118 SAE net horsepower at 2,200 rpm.	✓	
2. Engine shall be equipped with dry type air cleaner, cold start aid and block heater.	✓	
IV. <u>Transmission:</u>		
1. Shall be a power shift with 4 forward and 3 reverse speeds.	✓	
2. Shall be equipped with hydraulically actuated clutches and clutch disconnect button.	✓	
3. Modulated shuttled shift. Single stage torque converter and inboard planetary drives.	✓	
V. <u>Drive:</u>		
1. Shall be all wheel drive.	✓	
2. Front axle engagement lever shall be located inside operator's cab	✓	

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
VI. Hydraulic System:		
1. Tractor shall be equipped with an integral hydraulic system capable of operating the front-end loader and all attachments.	✓	3 rd Function Hydraulic to operate 4 in 1 etc.
2. The pump shall be the standard manufacturers model.	✓	
3. A hydraulic circuit shall be plumbed to the end of the boom with hydraulic quick disconnects.	✓	
4. The unit shall be delivered with an auxiliary hydraulic system to accommodate additional attachments. ("ie" Hydraulic Hammer).	✓	
VII. Steering:		
1. Shall be the manufacturer's standard hydraulic steering system.	✓	
2. Shall be equipped with front axle oscillation.	✓	
VIII. Brakes:		
1. Brakes shall be individually applied, hydraulically actuated and self-adjusting and inboard mounted.	✓	
2. The parking brake shall be independent from the main service brakes and have a warning system to alert the operator that the parking brake is applied and the shuttle lever is engaged.	✓	
IX. Electrical System:		
1. Electrical system shall be 12 volt, negative ground.	✓	
2. Shall be equipped with a 12-volt maintenance free battery.	✓	Dual Batteries
3. Shall be equipped with a 65-amp alternator.	✓	95 Amp
X. Tires:		
Tractor shall be equipped with the minimum size and ply rating as follows:	✓	
1. Front: 15 x 19.5 8- Ply Lug.	✓	

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
2. Rear: 20.5 x 25 - 10-ply Lug.	✓	
XI. Loader:		
1. Shall be an automatic self-leveling with single lever control '+' pattern equipped with positive hold float.	✓	
2. Shall have a return-to-dig and clutch cutout button on the loader control lever.	✓	
3. Shall have dual parallel dump cylinders and reverse linkage for bucket rollover.	✓	Single Dump Cylinders
4. Shall have a lift height of 149 inches measured at the bucket hinge pin.	✓	
5. Shall be equipped with a front mounted counter weight of 1000 pounds.	✓	1630 lbs.
6. Loader shall be fitted with integral EROPS.	✓	
XII. Bucket Options:		
1. General purpose 96 inch and 1.6 cu yd heaped, to include a compatible cutting edge.	✓	
2. Option: a Multi-purpose 4-1, Shall be equipped with a bolt on front and rear lip edges and bolt on dozer blade edge.	✓	See Option Page Item 1
<i>Note: The control for the Multi purpose bucket shall be integrated into the loader control.</i>		Located on same tower
XIII. Backhoe:		
1. Unit shall be equipped with a hydraulically telescoping extend hoe dipper stick.	✓	
2. Shall have a loading height of at least 16 feet.	✓	
3. Shall have a swing arc of 180 degree.	✓	
4. Shall have a bucket rotation of 190 degree and a level angle of 12 degrees.	✓	
5. Shall have a combination flip-over stabilizer pads.	✓	

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
6. Shall have a 36-inch standard bucket with a 36-inch, high capacity perforated ditching bucket with teeth.	✓	Ditching Bucket to allow smooth lip
7. Shall be equipped with a quick attach/detach hydraulic thumb attachment. The thumb shall not come in contact with the lift cylinders when in the retracted position.	✓	
<i>Note: Vendor shall provide option pricing for a hydraulic posthole digging attachment with a 12-inch auger and tamper attachment.</i>	✓	See Option Page Item 1 and 2
XIII Exterior Finish:		
WSDOT expects professional workmanship on all products purchased. With this in mind, the following finishing requirements will be closely scrutinized during the specification compliance inspection.	✓	
1. There shall be no welding scale, roughness, sharp corners; or rust stains on the unit.	✓	
2. The unit shall be coated with 2 mils dry automotive quality primers, with an additional 2 mils dry of the manufacturers standard color.	✓	
3. The body paint shall be warranted against rust and corrosion for five years.	✓	
XIV. Publications:		
1. Each unit shall be delivered with an operator's manual.	✓	
2. Bidders shall provide the Service, and Parts Manuals as annotated below. <u>1</u> Parts Manual (Per Unit) <u>1</u> Service Manual (Per Unit)	✓	

**PERFORMANCE REPORT FOR
 PURCHASING & CONTRACT ADMINISTRATION**

To OSP Customers:

Please take a moment to let us know how our services have measured up to your expectations on this contract. Please copy this form locally as needed and forward to the Office of State Procurement Purchasing Manager. For any comments marked unacceptable, please explain in remarks block.

Procurement services provided:	Excellent	Good	Acceptable	Unacceptable
➤ Timeliness of contract actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Professionalism and courtesy of staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Services provided met customer needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Knowledge of procurement rules and regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Responsiveness/problem resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Timely and effective communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Agency: _____ Prepared by: _____
 Contract No.: Document1 Title: _____
 Contract Title: _____ Date: _____
 Phone: _____

Send to:

**Purchasing Manager
 Office of State Procurement
 PO Box 41017
 Olympia, Washington 98504-1017**

**PERFORMANCE REPORT FOR
 CONTRACTOR PRODUCT/SERVICE**

Complete this form to report problems with suppliers or to report unsatisfactory product or services. You are also encouraged to report superior performance. Agency personnel should contact suppliers in an effort to resolve problems themselves prior to completion and submission of this report.

Contract number and title: **Document1**

Supplier's name: _____ Supplier's representative: _____

PRODUCT/SERVICE

- | | |
|---|--|
| <input type="checkbox"/> Contract item quality higher than required | <input type="checkbox"/> Damaged goods delivered |
| <input type="checkbox"/> Contract item quality lower than required. | <input type="checkbox"/> Item delivered does not meet P.O./contract specifications |
| <input type="checkbox"/> Other: | |

SUPPLIER/CONTRACTOR PERFORMANCE

- | | |
|---|---|
| <input type="checkbox"/> Late delivery | <input type="checkbox"/> Slow response to problems and problem resolution |
| <input type="checkbox"/> Incorrect invoice pricing. | <input type="checkbox"/> Superior performance |
| <input type="checkbox"/> Other: | |

CONTRACT PROVISIONS

- | | |
|--|---|
| <input type="checkbox"/> Terms and conditions inadequate | <input type="checkbox"/> Additional items or services are required. |
| <input type="checkbox"/> Specifications need to be revised | <input type="checkbox"/> Minimum order too high. |
| <input type="checkbox"/> Other: | |

Briefly describe situation: _____

Agency Name:		Delivery Location:	
Prepared By:	Phone Number:	Date:	Supervisor:
Address:	Email:		

Send To:

**NAME
 STATE PROCUREMENT OFFICER
 OFFICE OF STATE PROCUREMENT
 PO BOX 41017
 OLYMPIA WA 98504-1017**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2008

AGENDA ITEM: 2008/2009 Interlocal Agreement with the Snohomish Regional Drug Task Force	AGENDA SECTION:	
PREPARED BY: Chief Rick Smith	AGENDA NUMBER:	
ATTACHMENTS: 2008/2009 Interlocal Agreement with (3) signature sheets and Exhibit A showing costs	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$8,154.75	

The City of Marysville, Police Department is a participating member of the Snohomish Regional Drug Task Force (SRDTF). We have provided funding to help support efforts in the detection and interdiction of mid to high level drug dealers through the SRDTF. Additionally, we provide one detective to support regional efforts. Currently the detective position is vacant. However, it is imperative that the City of Marysville continue to partner with the SRDTF to address the drug epidemic in our county.

Our contribution increased by a small percentage due to a minimal increase to cover yearly operation and equipment costs. Costs are also assessed and based on jurisdictional populations.

RECOMMENDED ACTION: Staff recommends Council to authorize the Mayor to sign the 2008/2009 Interlocal Agreement with the Snohomish Regional Drug Task Force.
COUNCIL ACTION:

**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG TASK FORCE**

This Interlocal Agreement is among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	DSHS, Child Protective Services
City of Index	Sauk Suiattle Tribe
City of Lake Stevens	Snohomish Health District
City of Lake Forest Park	Stillaguamish Tribe
City of Lynnwood	Tulalip Tribes
City of Marysville	Washington State Patrol

WITNESSES THAT:

WHEREAS, the State of Washington Department of Community, Trade, and Economic Development (hereinafter "CTED"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and CTED have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County shall use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to CTED on or before June 1, 2008, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between CTED and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

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

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug Task Force (hereinafter "Task Force") was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2007, through June 30, 2008. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The effective date of this agreement shall be from July 1, 2008, through June 30, 2009, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between CTED and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
 - Continue to attack the demand and supply sides of narcotics trafficking.

- Continue enforcement efforts directed toward mid and upper level dealers.
 - Continue to assist smaller agencies within Snohomish County with narcotics enforcement within their towns and cities.
 - Continue to provide narcotics enforcement training to smaller jurisdictions throughout Snohomish County.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.
- 1.6 The Task Force shall continue to implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to CTED as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit “D”, incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Prosecutor, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish

County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

- 2.3 All law enforcement personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel and related equipment and supplies currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel and related equipment and supplies now or later assigned to the Task Force.

3.0 FINANCING

- 3.1 Exhibit "B" sets forth the Task Force operating budget and is incorporated herein by reference. Participating Jurisdictions in the aggregate agree to provide funds that will allow for at least a one-third match of the funds awarded under the Grant Contract.

- 3.2 Exhibit “C” sets forth the Local Match breakdown for the period from July 1, 2008, to June 30, 2009, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested, each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit “C”, and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.
- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County’s name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent financial participation as indicated in Exhibit “C”.

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide CTED with the necessary documentation to receive grant funds.

- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.
- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force Procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel, equipment, and related supply assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the

City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term “net monetary proceeds” means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord’s claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.
- 5.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force’s interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 In the event that any equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.

- 6.2 Upon termination of the Task force, any equipment provided by Participating Jurisdictions will be returned to those respective jurisdictions.
- 6.3 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

- 7.1 Participating Jurisdictions hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this agreement.

8.0 NONDISCRIMINATION PROVISION

- 8.1 There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

- 9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written

notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

- 10.1 Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

- 10.2 The Tulalip Tribes waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Tulalip Tribes shall look first to the proceeds of any insurance procured by the Tribes for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribes, the Tribes hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.
- 10.3 The Sauk Suiattle Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Sauk Suiattle Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.
- 10.4 The Stillaguamish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Stillaguamish Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to

by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.

11.0 GOVERNING LAW AND VENUE

11.1 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

12.1 With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

13.1 This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once recorded as specified in section 15.0, shall be effective as between the parties that have

executed the agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

14.1 If any part of this agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

15.0 RECORDING

15.1 This interlocal agreement will be recorded in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

**SNOHOMISH COUNTY, approved at
the direction of the County Council.**

Aaron Reardon
County Executive

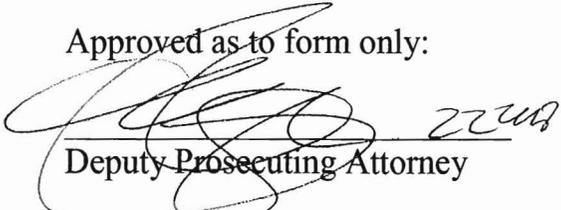
DATE: _____

ATTEST:

APPROVAL RECOMMENDED:

John Lovick, Sheriff
Date: _____

Approved as to form only:



Deputy Prosecuting Attorney

Interlocal Agreement Establishing
Snohomish Regional Drug Task Force – Page 14

EXHIBIT A

Snohomish Regional Drug Task Force

Personnel and Basic Equipment Assigned by Jurisdiction
July 1, 2008 through June 30, 2009

EVERETT POLICE DEPARTMENT

1 Lieutenant	Nextel phone	Pager	Everett PD
1 Sergeant	Nextel/Blackberry		Everett PD
1 Detective	Nextel/Blackberry	Pager	Everett PD
1 Detective	Nextel/Blackberry	Pager	Everett PD
1 Detective	Nextel/Blackberry	Pager	Everett PD
1 Detective	Nextel phone	Pager	Everett PD
1 Detective	Nextel/Blackberry	Pager	Everett PD
1 Detective	Nextel phone	Pager	Everett PD
1 Support Personnel	Nextel/Blackberry		Everett PD

FUNDING

ARLINGTON POLICE DEPARTMENT

1 Detective	Nextel/Blackberry		Justice Assistance Grant
-------------	-------------------	--	--------------------------

FUNDING

MARYSVILLE POLICE DEPARTMENT

1 Detective	Nextel/Blackberry	Pager	Marysville PD	<i>VACANT</i>
-------------	-------------------	-------	---------------	---------------

FUNDING

BOTHELL POLICE DEPARTMENT

1 Detective	Nextel/Blackberry		Bothell PD
-------------	-------------------	--	------------

FUNDING

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander	Nextel phone		Justice Assistance Grant
1 Lieutenant	Nextel phone	Pager	Snohomish County Sheriff
1 Sergeant	Nextel phone	Pager	Snohomish County Sheriff
1 Detective	Blackberry		Snohomish County Sheriff
1 Detective	Blackberry		Snohomish County Sheriff
1 Detective	Nextel phone	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry		Snohomish County Sheriff
1 Detective	Nextel/Blackberry		Snohomish County Sheriff
1 Support Staff	Nextel phone		Justice Assistance Grant
1 Support Staff	Nextel phone		Snohomish County Sheriff

FUNDING

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor	Nextel/Blackberry		Justice Assistance Grant
1 Deputy Prosecutor	Blackberry		Snohomish County Prosecutor
1 Support Staff	Nextel phone		Snohomish County Sheriff
1 Deputy Prosecutor	Nextel phone		Snohomish County Prosecutor

FUNDING

Snohomish Regional Drug Task Force
Commander Slack

Prosecutor
Prosecutor

Lt. St.Clair

Lt. Flood

SO Sergeant EPD Sergeant

EPD	BPD
MPD	EPD
SO	EPD
SO	EPD
SO	EPD
NG	EPD
	SO
	SO
	ICE
	FDA

In Training

WSP
DEA

Sergeant

North
Directed Patrol
Directed Patrol
East
Directed Patrol
Directed Patrol
South
Directed Patrol
Directed Patrol

SO -Tech Equip
SO- McET
SO - McET
SO- McET
SO - McET
SO - Sec
PROS - Sec
EPD - Sec
CPS
NG
HD
Caretaker
Consultant

Areas of Responsibility

1. Real Property Seizures
----File Management ----
2. Public Info Officer
3. Personnel Equipment
4. Equipment & Supplies
5. Seized Vehicles Mgt
6. Fleet Vehicles Mgt
7. Auto Auction
8. Training: Unit Monthly
Out of Office
9. Building Maint.
10. Records Vault Org.
----CI Files
----Evidence Release
11. Special Projects
12. Website
13. Unit Equipment

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____

ORIGINAL
(if printed in blue)

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

CITY COUNCIL MEETING DATE: April 28, 2008

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

On May 10th, 2004, the City Council approved Ordinance No. 2520 approving the preliminary plat of Getchell Hill PRD; rezone from R-4.5 to PRD 4.5 and utilization of residential density incentives, creating 211 lots on approximately 67 acres. The applicant is constructing the plat in four (4) phases. Phase 4, which consists of 33 lots has been constructed and has met all conditions of final plat approval.

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

RECOMMENDED ACTION: Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar for Getchell Hill PRD – Phase 4.

COUNCIL ACTION:

cc: Com Dev
MRSC
Code Publishing
orig: File

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 2520

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

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

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

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

WHEREAS, the Marysville City Council held a public meeting on said preliminary plat, preliminary site plan, utilization of residential density incentives, and rezone on May 10, 2004 and concurred with the Findings of Fact, Conclusions and Recommendation of the Hearing Examiner, NOW, THEREFORE,

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

Section 1. The Findings of Fact, Conclusions and Recommendation of the Hearing Examiner with respect to the above referenced preliminary plat, preliminary site plan approval, utilization of residential density incentives, and rezone are hereby approved, and the above described property is hereby rezoned from R-4.5 to PRD 4..5

Section 2. The zoning classification for the above-described property shall be perpetually conditioned upon strict compliance with each of the conditions set forth in the

Recommendation of the Hearing Examiner. Violation of any of the conditions of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City.

Section 3. The official Zoning Map of the City of Marysville is hereby amended to reflect the reclassification of the above-described property.

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

PASSED by the City Council and APPROVED by the Mayor this 10th day of May, 2004.

CITY OF MARYSVILLE

By Dennis Z Kendall
DENNIS KENDALL, Mayor

ATTEST:

By Gerry Becker
GERRY BECKER, City Clerk

Approved as to form:

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

Date of Publication: 5/12/04

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

LEGAL DESCRIPTION

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

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

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

ORDER * P840395-1

PARCEL A: (TAX ACCOUNT NO. 30052300101000)

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

PARCEL B: (TAX ACCOUNT NO. 30052300101100)

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

EXCEPT THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, THAT IS 270.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER WHEN MEASURED AT RIGHT ANGLES TO SAID EAST LINE; THENCE N01°37'12"E PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER 403.14 FEET; THENCE N88°22'48"W AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR 42.00 FEET TO THE POINT OF BEGINNING; THENCE S01°37'12"W PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 17.33 FEET; THENCE N88°22'48"W FOR 165.00 FEET; THENCE S01°37'12"W PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 136.30 FEET TO THE NORTH MARGIN OF GETCHELL ROAD, BEING 40.00 FEET IN WIDTH; THENCE N89°57'17"W ALONG THE NORTH MARGIN FOR 164.43 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE N01°41'01"E ALONG SAID WEST LINE FOR 390.00 FEET; THENCE S88°18'59"E AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR 142.00 FEET; THENCE N05°42'34"E FOR 40.81 FEET; THENCE S46°18'49"E FOR 60.78 FEET; THENCE S61°53'49"E FOR 158.50 FEET; THENCE S01°37'12"W PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 FOR 100.93 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED TRACT.

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

EXCEPT COUNTY ROAD.

EXCEPT PORTION LYING SOUTHERLY OF GETCHELL HILL ROAD.

PARCEL C: (TAX ACCOUNT NO. 30052300101300)

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

PARCEL D: (TAX ACCOUNT NO. 30052300101600)

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

PARCEL E: (TAX ACCOUNT NO. 30052300101700)

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

PARCEL F: (TAX ACCO. NO. 30052300101800)

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

PARCEL G: (TAX ACCOUNT NO. 30052300101900)

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

PARCEL H: (TAX ACCOUNT NO. 30052300102600)

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

PARCEL I: (TAX ACCOUNT NO. 30052300103000)

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

EXCEPT THE FOLLOWING DESCRIBED TRACT;

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, SAID POINT BEING 270 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER WHEN MEASURED AT RIGHT ANGLES TO SAID EAST LINE; THENCE N01°37'12"E BEING PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 403.14 FEET; THENCE N88°22'48"W BEING AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR 42 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°37'12"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 1733 FEET; THENCE N88°22'48"W FOR 168.00 FEET; THENCE N01°37'12"E FOR 1733 FEET; THENCE S88°22'48"E FOR 168.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT COUNTY ROAD.

PARCEL JJ:

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

COMMENCING AT THE NORTHEAST CORNER THEREOF; THENCE S04°00'46"W ALONG THE EAST LINE THEREOF FOR 880.00 FEET; THENCE N 87°32'42"W BEING PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER FOR 990.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N04°00'46"E FOR 72.34 FEET TO EXISTING FENCE LINE; THENCE S88°52'09"E ALONG AN EXISTING FENCE LINE FOR 67.88 FEET; THENCE S 87°36'56"E ALONG AN EXISTING FENCE LINE FOR 86.59 FEET; THENCE S88°20'55"E ALONG AN EXISTING FENCE LINE FOR 205.80 FEET; THENCE S 88°15'50"E ALONG AN EXISTING FENCE LINE FOR 88.78 FEET; THENCE S01°48'08"E ALONG AN EXISTING FENCE LINE FOR 58.89 FEET; THENCE S80°02'48"E ALONG AN EXISTING FENCE LINE FOR 43.71 FEET; THENCE S04°00'46"W ALONG AN EXISTING FENCE LINE FOR 1352 FEET TO A LINE THAT BEARS ±887°32'42"E FROM THE TRUE POINT OF BEGINNING; THENCE N87°32'42"W ALONG SAID LINE FOR 495.00 FEET TO THE TRUE POINT OF BEGINNING.

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

PARCEL A:

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

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

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

PARCEL B:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE EAST 20 FEET CONVEYED FOR ROAD PURPOSES;
AND EXCEPT THE NORTH 15 FEET OF THE EAST 80 FEET THEREOF, INCLUDING 20 FEET FOR ROAD PURPOSES;
EXCEPT THAT PORTION LYING WEST OF THE WEST LINE OF FUGET SOUND POWER AND LIGHT COMPANY'S TRANSMISSION LINE.

PARCEL C:

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

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

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

ORDER #134471-1 (TAX ACCOUNT NO. 30052300401600)

PARCEL A:

THE NORTH 450 FEET OF THE SOUTH THREE-QUARTERS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE EAST 588 FEET THEREOF;
ALSO EXCEPT THAT PORTION LYING WESTERLY OF THE WEST LINE OF FUGET SOUND POWER AND LIGHT COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT RECORDED UNDER SNOHOMISH COUNTY RECORDING NO. 337353;
ALSO EXCEPT ALL THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND UNDER THE SOUTH 60 FEET OF THE NORTH 510 FEET OF THE EAST 648 FEET OF THE SOUTH THREE-QUARTERS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.;
EXCEPT 83RD AVENUE NORTHEAST, ALSO KNOWN AS WHISKEY RIDGE ROAD;

(ALSO KNOWN AS LOT 1 OF SHORT PLAT RECORDED UNDER RECORDING NO. 7905180220.)

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

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

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

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Recommendation

APPLICANT: Getchell Investments, LLC

CASE NO.: PA 0307022

LOCATION: North and south of 84th St. NE, west of 83rd Ave. NE

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

SUMMARY OF RECOMMENDATIONS:

Planning Staff: Approve with conditions

Hearing Examiner: Approve with conditions

PUBLIC HEARING:

After reviewing the official file, which included the Planning Staff's Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Getchell Investments, LLC application was opened at 7:05 p.m., April 8, 2004, in the Council Chambers, Marysville, Washington, and closed at 7:47 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Planning Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

HEARING COMMENTS:

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

- Cheryl Dungan, Senior Planner
- Dave Ostergaard, Development Services Manager
- Josh Brower, Attorney for the Applicant
- Dave Cayton, Traffic Consultant for the Applicant
- Joe Mudlin, neighbor
- Shannon Ramey, neighbor
- Gary Petershagen, for Jubie Development
- Malcom McNaughton, for Barclays North, Inc.

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

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

WRITTEN COMMENTS:

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

INTRODUCTION:

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

FINDINGS CONCLUSIONS AND DECISION:

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

A. FINDINGS AND CONCLUSIONS:

1. The information contained in Sections I and II of the Planning Staff's Advisory Report (Hearing Examiner Exhibit 116), as modified by Exhibit 119, is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Planning Department.
2. The minutes of the meeting accurately summarize the testimony offered at the hearing and by this reference are entered into the official record.
3. At the hearing, the applicant concurred with the staff recommended conditions of approval as modified by Exhibit 118. Staff concurred with the revisions proposed in Exhibit 118.
4. If approved as conditioned below, the development will be consistent with the comprehensive plan and will meet the requirements and intent of the Marysville Municipal Code.
5. If approved as conditioned below, the development will make adequate provisions for open space, environmentally sensitive areas, drainage streets and other public ways, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.
6. If approved as conditioned below, the development will be beneficial to the public health, safety and welfare and will be in the public interest.
7. If approved as conditioned below, the development will not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.
8. The area, location and features of land proposed for dedication are a direct result of the development proposal are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

B. RECOMMENDATION:

Based upon the above stated findings and conclusions, the Hearing Examiner recommends approval of the preliminary plat, preliminary site plan, rezone to PRD 4.5, and residential density incentives, subject to the following conditions:

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

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

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

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

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

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

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

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

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

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

21. Any underground storage tanks encountered during project construction shall be removed in accordance with Department of Ecology standards. (MDNS #11)
22. All existing septic systems and wells shall be abandoned in accordance with Snohomish Health District and Department of Ecology standards. (MDNS #12)
23. Orange clearing limits fencing shall be installed along the outer edge of all wetland buffer and open space areas prior to any site work. The City shall inspect all erosion control measures, and clearing limits fencing prior to the start of clearing and grading work. (MDNS #13)
24. Wetland fencing and signage shall be installed adjacent to regulated sensitive areas at the time mitigation plantings are installed. Said fencing and signage shall be constructed with pressure treated posts and rails, cemented into the ground, and either cedar or treated rails. Alternative materials may be used subject to approval by the City. The signs shall be posted at a rate of 100 feet minimum. (MDNS #14)
25. Prior to final plat approval for each Phase, the applicant shall submit a signed mitigation offer to Snohomish County for review and approval. County mitigation fees shall be paid prior to final plat approval for each Phase. The County Mitigation Fees shall be calculated using the current County rate multiplied by the final lot count in the approved Preliminary Plat. (MDNS #15)
26. Utilities shall be sized to provide service to surrounding undeveloped properties within the UGA. The City agrees that the applicant may enter into a latecomer's agreement to recover the proportionate share of the cost to oversize said utilities.
27. Prior to final plat approval, the applicant shall provide a landscape/reforestation plan that will include, but not be limited to, the following improvements:
 - ◆ Street trees spaced 40 feet on center. These trees shall be a minimum of 1½" caliper and 6' to 8' in size at the time of planting. Tree species should be selected from the City's recommended street tree listing in the streetscape plan. Concurrently with street tree installation, the applicant shall install sod within all planter strips located within public right-of-way.
 - ◆ Yard trees at a rate of two (2) trees per lot. These trees should include at least one evergreen tree, which is a native species to the Northwest region. These trees shall be a minimum of ¼ " caliper and 6' to 8' in size for deciduous and 6' in size for evergreen.

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

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

Approval of a preliminary subdivision does not guarantee the development yield depicted thereon. A preliminary plat is only “a neat and approximate drawing showing the layout of a proposed subdivision...together with any supporting exhibits...”. The yield depicted thereon may have to be reduced for final plat approval if it is found through the final plat review process that the plat as preliminarily approved cannot meet all the applicable minimum standards. Under no circumstances may the development yield be increased without prior public hearing review.

Dated this 13th day of April 2004



Ron McConnell, FAICP
Hearing Examiner

RECONSIDERATION:

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

COUNCIL ACTION:

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

JUDICIAL APPEAL:

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

EXHIBITS:

The following exhibits were offered and entered into the record:

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

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

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

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

PARTIES of RECORD:

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

Karl Lambert
8124 83rd Ave NE
Marysville, WA 98270

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

Gerald & Mary Royal
8111 84th St NE
Marysville, WA 98270

Fred & Chloe Waters
7907 84th St NE
Marysville, WA 98270

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

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

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

Joe Mudlin
8305 83rd Ave. NE
Marysville, WA 98270

Shannon Ramey
8215 84th St. NE
Marysville, WA 98270

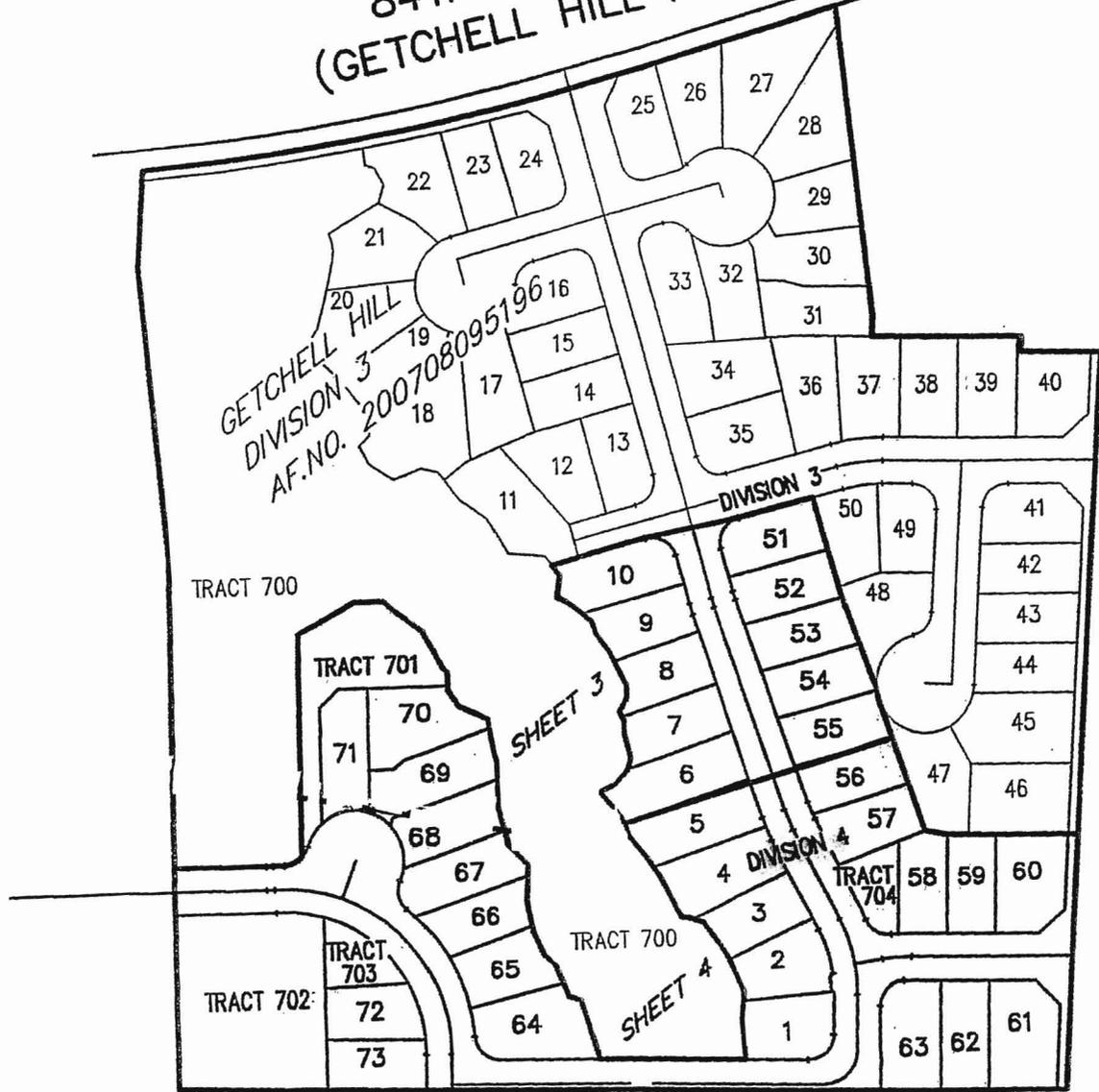
Mary Wilcox
8209 83rd Ave. NE
Marysville, WA 98270

Gary Petershagen
PO Box 1465
Marysville, WA 98270

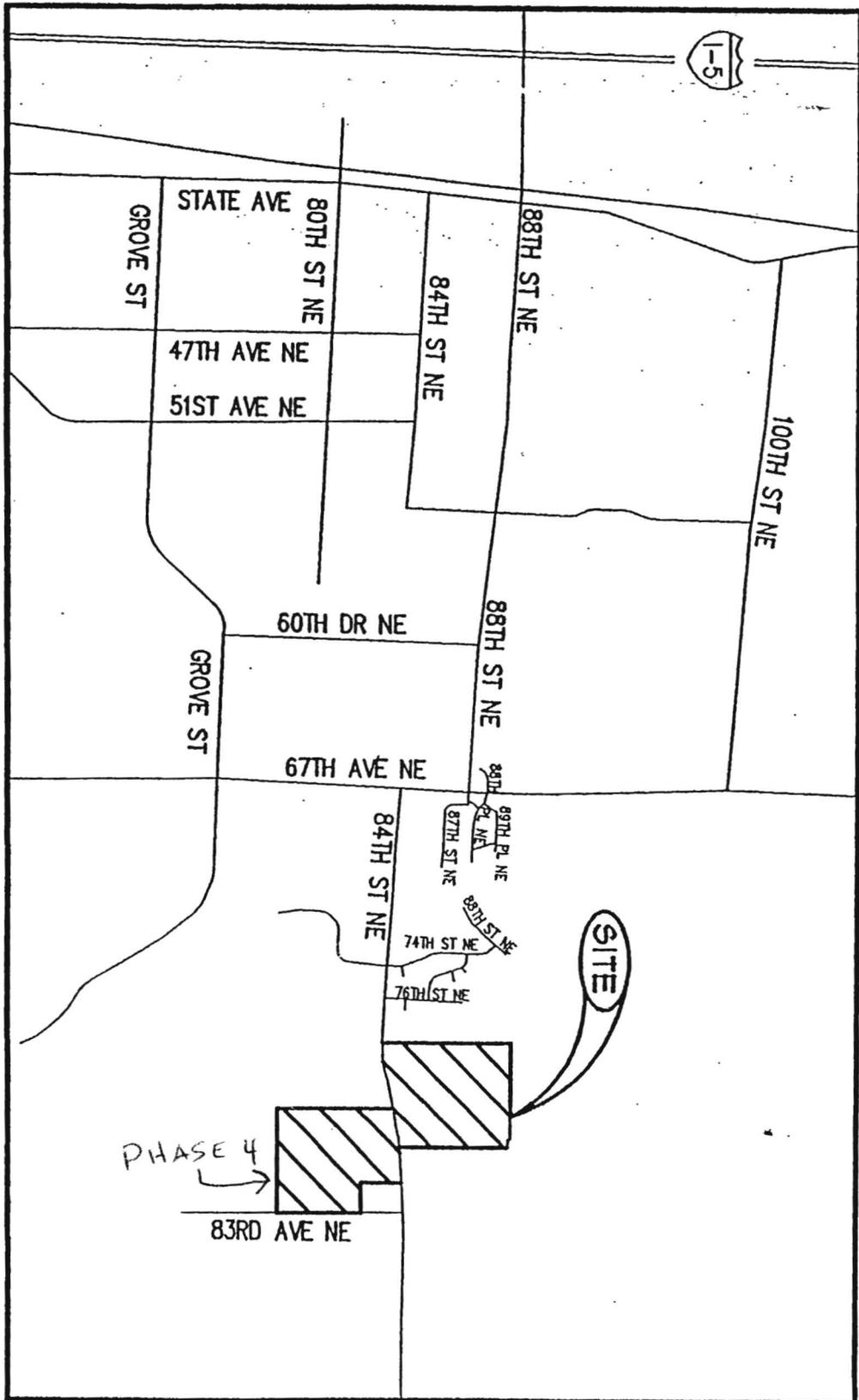
Malcom McNaughton
Barclays North, Inc.
10515 20th Street SE, Suite 100
Everett, WA 98205

Planning Department

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



SHEET INDEX



VICINITY MAP
N.T.S.

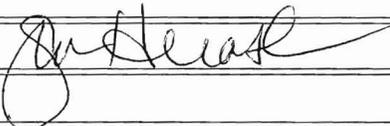


COMMUNITY DEVELOPMENT DEPARTMENT
 80 Columbia Avenue, Marysville, WA 98270
 (360) 363-8100, (360) 651-5099 FAX

FINAL PLAT CHECK LIST			
Plat Name:	Getchell Hill Division 4	PA#	03 - 022
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	RJ	12/18/07
	Planning	CBP	12/20/07
2. Letter of Segregation to Assessor	Planning	CBP	12/21/07
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.		
Asbuilts – Including Digital Files	Const. Insp.	Ⓢ	12/14/07
Bill(s) of Sale	Const. Insp.	Ⓢ	11/26/07
Maintenance and Warranty Funding	Const. Insp.	Ⓢ	12/10/07
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.		
Asbuilts – Including Digital Files	Const. Insp.	Ⓢ	12/14/07
Bill(s) of Sale	Const. Insp.	Ⓢ	11/26/07
Maintenance and Warranty Funding	Const. Insp.	Ⓢ	12-10-07
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	Ⓢ	12/13/07
6. Inspection Fees - Calculated and Paid	Const. Insp.	Ⓢ	12/13/07
7. Final Plat Fee - Calculated and Paid	Planning	CBP	12/13/07
8. TIP Fees: _____	Planning	CBP	12/20/07

9. Parks Mitigation Fees: _____	Planning	CAD	Prior to Bldg Permits	12/20/07
10. School District Mitigation Fees: _____	Planning	CAD	Prior to Bldg Permits	12/20/07
11. Signage and Striping Installed	Const. Insp.		Ⓢ	11.02.07
12. Final Grading and TESC Inspection	Const. Insp.		Ⓢ	12.11.07
13. Satisfied Hearing Examiner's Conditions of Approval	Planning		CAD	12/20/07
14. Utility/Recovery/Main Fees	Land Dev.		DJ	4/9/08

Plat Approved for Recording:

Community Development Director: 

Date: _____

City Engineer: _____

Date: _____

Note: The final plat will not be scheduled before the City Council until this checklist is complete.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2008

AGENDA ITEM: Approval of the salary range and job description for the SCADA/Telemetry Administrator	AGENDA SECTION:	
PREPARED BY: Kristie Guy	AGENDA NUMBER:	
ATTACHMENTS: SCADA/Telemetry Administrator GIS Analyst Job Description Classification and Compensation Analysis	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This is a new position created to perform the daily administration, maintenance and troubleshooting of SCADA and telemetry systems for the City's Water Distribution and Waste Water Treatment systems. This is a vital position to ensure compliance, to monitor the systems operations, and troubleshoot and resolve SCADA, telemetry and field device problems.

RECOMMENDED ACTION:

The Executive Department recommends that Council adopt the salary range and job descriptions for the SCADA/Telemetry Administrator (N-10).

COUNCIL ACTION:

REPORT TO CITY OF MARYSVILLE

**CLASSIFICATION AND COMPENSATION ANALYSIS OF
SCADA/TELEMETRY ADMINISTRATOR POSITION**

PREPARED BY GWENDOLYN CAMPBELL
APRIL 2008

I. BACKGROUND

I was contracted to do a classification and compensation analysis regarding the new position of SCADA/Telemetry Administrator. Specifically, the project includes reviewing and editing a job description prepared by the City and recommending placement of this position in the City's pay grid.

II. JOB CLASSIFICATION ANALYSIS

JOB RESPONSIBILITIES

The primary responsibility of this position is to administer, maintain and troubleshoot problems of SCADA and telemetry systems for both water distribution and waste water treatment systems and to assist in designing, establishing, and maintaining new automation systems. This includes the following key tasks.

1. Designs, implements, updates, debugs and administers programming to SCADA, HMIs, and process control systems.
2. Designs, implements, administers, and maintains City telemetry communications systems including radio modems, antennas, and related equipment.
3. Participates with engineers, operators, and contractors in the design of instrumentation and control systems for new and existing facilities.
4. Advises departments on instrumentation and control systems and control circuit issues between field devices (i.e. control valves, level and pressure sensors, chemical sensors, dosing equipment) and PLCs.
5. Develops standards and specifications for engineering and development.

A draft job description is included as an attachment.

JOB KNOWLEDGE, SKILLS, AND ABILITIES

The key knowledge, skills and abilities required to perform this job include the following.

- Expert knowledge of instrumentation and control, SCADA and HMI systems, PLC programming, and field devices.

- Expert knowledge of industry standard communication protocols for SCADA and Telemetry and of Ethernet networking in a fully routed environment, VPN connectivity and basic network security.
- Working knowledge of water distribution and wastewater treatment operations, facilities, processes and equipment.
- Working knowledge of wireless Ethernet telemetry systems including radio modems, antennas, and related equipment.
- Knowledge of the principles and practices of GIS database design, implementation, maintenance, and analysis, including MS ACCESS, SQL server, and other common databases.
- Ability to take concepts and control strategies and then independently create SCADA, HMI, and PLC controller programs.
- Ability to develop instrumentation and control systems documentation including design drawings and specifications.
- Ability to troubleshoot water and wastewater control systems, equipment and instrumentation.

The position requires a minimum of two years of electronic or instrumentation course work and training; a BS in engineering, computer science or related fields is preferred. Professional certification in instrumentation systems and automation and as a Control Systems Engineer are highly desirable. In addition, five years of progressively responsible experience in SCADA and telemetry administration is desired.

III. COMPENSATION ANALYSIS

The focus of the compensation analysis is to evaluate placement of the position within the City's classification and compensation grid. The goal is to assign a compensation level that accurately reflects the responsibilities and accountabilities of the position and the skills, knowledge, and abilities required to perform the job and preserves the internal equity of the City's classification and compensation system by compensating the position fairly relative to other City job classifications. It is also appropriate to look at external market comparables (since the City's compensation philosophy is generally a market-value approach) to ensure that qualified candidates will be attracted to the position.

To measure external equity, the cities of Bothell, Edmonds, Kirkland, Olympia, and Redmond, have been used in recent classification and compensation analyses. These cities are similar in population or service area to the City of Marysville, and they are in the City's geographic labor market. Job matches were scarce because not all of these cities operate water or wastewater utilities.

The City obtained information about comparable jobs, only two of which are local—city of Bellevue and the Alderwood Water and Sewer District. Both of these positions are technicians, and from the summary descriptions provided to me, it would appear that their levels of responsibility, authority, and accountability are lower than that of

Marysville's position. I found a control systems technician position at the LOTT Alliance (Thurston County) which also appears more comparable to the Bellevue and Alderwood positions than Marysville's position. For reference purposes, the salary ranges for these positions are as follows: Bellevue, \$4,578-6,318; Alderwood, \$4,661-6,246; and LOTT \$4,778-5,810.

To gauge internal equity, I looked at the responsibilities and the knowledge, skills, and abilities required to perform other non-union, non-management jobs at the City of Marysville.

Regarding the level of accountability and authority, the SCADA/Telemetry Administrator most closely matches the positions in the N-10 salary range; other positions in this range are the Assistant City Attorney, the Associate Engineer III/CD, and the GIS Administrator. While the Telemetry Administrator has no formal supervisory or lead worker responsibilities like the Associate Engineer III/CD and the GIS Administrator, the Telemetry Administrator will direct utility workers doing field repairs when troubleshooting or responding to emergencies.

The SCADA/Telemetry Administrator position requires a similar level of education and experience as the Computer Network Administrator, which is a grade N-9; however, the two positions differ significantly in their scopes of work. The Network Administrator has a narrowly focused job scope, and the subject matter knowledge required, while deep, is relatively narrow as well. The Telemetry Administrator is required to have significant subject matter knowledge and expertise in three distinct disciplines—engineering, systems networking, and computer programming and is responsible for a wider scope of work.

All three positions in the N-10 salary range require a specialized course of formal education, and two of them require or prefer professional certification as does the Telemetry Administrator position.

IV. RECOMMENDATIONS

1. Adopt the proposed job description for SCADA/Telemetry Administrator, which captures the responsibilities assigned to the positions and the knowledge, skills, and abilities required to perform it.
2. Place this position at range N-10 on the non-represented, non-management classification grid; this placement reflects its market value and preserves internal equity among the city's non-represented, non-management positions.

**City of Marysville
Job Description**

Job Title:	SCADA / Telemetry Administrator
Department/Division:	Information Services
Reports To:	Information Services Manager
FLSA Status	non-exempt
Union Status:	non-union
Salary Grade:	N-10
Approval/Revision Date:	April 2008

POSITION SUMMARY:

Perform daily administration, maintenance and troubleshooting of SCADA and telemetry systems for both Water Distribution and Waste Water Treatment systems. Assists in the design, setup and maintenance of new automation systems. Program, maintain and document programming on all PLCs, HMIs and control circuitry. Troubleshoot field devices and provide repair information to operations maintenance employees. Advise management, engineering, and water / wastewater operators of control system status, needs and requirements.

The work performed by this class requires incumbents to apply professional knowledge and expertise as well as established guidelines and alternatives to determine facts, analyze problems, and make decisions without immediate supervisory review; incumbents may respond to sensitive and complicated inquiries or problems related to departmental programs or policies.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Other duties may be assigned as needed.

1. Designs, implements, updates, debugs and administers programming to SCADA, HMIs, and process control systems.
2. Designs, implements, administers, and maintains City telemetry communications systems including radio modems, antennas, and related equipment.
3. Participates with engineers, operators, and contractors in the design of instrumentation and control systems for new and existing facilities.
4. Advises departments on instrumentation and control systems and control circuit issues between field devices (i.e. control valves, level and pressure sensors, chemical sensors, dosing equipment) and PLCs.
5. Maintains documentation on all existing SCADA, HMI and telemetry systems. Performs system analysis for new and upgraded systems, including documenting systems, procedures and applications.
6. Develops standards and specifications for engineering and development.
7. Works with operations to troubleshoot and resolve SCADA, telemetry, and field device problems.
8. Determines priorities related to equipment failure and process downtime then design, implement, and maintain a SCADA and telemetry disaster recovery program.

9. Develops a preventative maintenance program and performs routine preventative maintenance on all SCADA and telemetry equipment. Advises operations maintenance on all field device and non-electronic control equipment maintenance needs.
10. Studies new materials, methods, and applications of SCADA, telemetry, and related systems to keep abreast of modern developments.
11. Builds, debugs, and administers database systems, program interfaces and create special reports.

KNOWLEDGE, SKILLS AND ABILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Expert knowledge of instrumentation and control, SCADA and HMI systems, PLC programming, and field devices.
- Expert knowledge of industry standard communication protocols for SCADA and Telemetry and of Ethernet networking in a fully routed environment, VPN connectivity and basic network security.
- Working knowledge of water distribution and wastewater treatment operations, facilities, processes and equipment.
- Working knowledge of wireless Ethernet telemetry systems including radio modems, antennas, and related equipment.
- Working knowledge of VFDs, motor starters and solid state soft starts.
- Working knowledge of A/C and D/C power, control, and signal circuitry with emphasis on process measurement and instrumentation.
- Knowledge of National Electric Code and other engineering standards.
- Knowledge of client/server application concepts and database design including SQL, VB and Microsoft Access.
- Knowledge of computer operations and the concepts of operating systems, systems utilities and applications including Microsoft Office and Project, and CAD.

Ability to:

- Take concepts and control strategies and then independently create SCADA, HMI, and PLC controller programs.
- Interpret complex technical instrument, electronic, and building blueprints, drawings, manuals and documents.
- Develop instrumentation and control systems documentation including design drawings and specifications.
- Troubleshoot water and wastewater control systems, equipment and instrumentation.
- Use electric and electronic test equipment including digital multimeters.
- Communicate effectively, orally and in writing.
- Establish and maintain effective working relationships with City staff, city officials, the public and other agencies.

- Troubleshoot network connectivity and computer hardware problems.
- Administer, support, and use most computer desktop applications.
- Work with limited supervision; establish goals, prioritize problems and manage time effectively.

QUALIFICATIONS:

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

- Five years progressively responsible experience in SCADA and telemetry administration is desirable.
- Experience working with Allen Bradley PLCs including the SLC500 series, MicroLogix 1100 and 1200, RSLogix 500, and FactoryTalk View and experience programming Wonderware InTouch is required.

Education and Training:

A minimum of two years of electronic or instrumentation course work, certifications, and training is required. A BS in engineering, computer science or related fields is preferred.

Licenses or Certificates:

- ISA certifications are highly desirable.
- CSE, PE or EIT certification is desirable.
- Possession of, or ability to possess within one month of hire date, a Washington State Driver's license.
- Must be bondable.

Other:

- Must be able to pass an extensive background check, including polygraph exam.

PHYSICAL DEMANDS / WORKING CONDITIONS:

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 40 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, adjust focus, and distinguish color differences.

This position may have several designated workspaces or offices. Some duties will also be performed in the field with exposure to varying weather conditions, tight spaces, mechanical parts, electric current, fumes, toxic or caustic chemicals and loud noise.

This position works a regular weekday schedule; however, incumbents may be required to work some holiday, evening and/or weekend hours to respond to emergencies and/or to implement specific projects. This position may be required to be a part of an On-Call rotation.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.

To be added to Council packet ...

Definitions:

<i>CAD:</i>	Computer-Aided Drawing
<i>CSE:</i>	Control Systems Engineer - Professional certification level for PEs.
<i>EIT:</i>	Engineer In Training - Professional certification level.
<i>Field Device:</i>	An object that a SCADA system controls... control valves, level and pressure sensors, chemical sensors, dosing equipment, and et cetera.
<i>HMI:</i>	Human-Machine Interface - allows users to manipulate a control system (SCADA and PLCs).
<i>ISA:</i>	Instrumentation, Systems, and Automation – A society that provides professional certifications.
<i>PE:</i>	Professional Engineer - Term for licensed engineer.
<i>PLC:</i>	Programmable Logic Controller - A PLC is similar to a computer and used for automation of industrial processes.
<i>SCADA:</i>	Supervisory Control And Data Acquisition – SCADA is the umbrella term for control systems which include PLCs and HMIs.
<i>Telemetry:</i>	Telemetry is the umbrella term for connecting SCADA systems.
<i>VFD:</i>	Variable-Frequency Drive - Used on AC motors.
<i>VPN:</i>	Virtual Private Network – Type of secure wide area network usually using the Internet.

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: April 28, 2008

AGENDA ITEM: Amendment to Resolution 1523 re: 50/50 Sidewalk Program	AGENDA SECTION: New Business	
PREPARED BY: Jeff Laycock	AGENDA NUMBER:	
ATTACHMENTS: Resolution (1 Copy) Resolution 1523 (1 Copy)	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT: \$0	

Resolution 1523 amends the City's cost sharing policy for voluntary sidewalk construction and repair by private property owners. Resolution 1523, which was adopted in 1992, is out of date and needs to be revised to reflect the City's contractual costs for concrete work and to be geared towards a 50/50 Sidewalk Program.

This amendment to Resolution 1523 would allow a property owner to repair, renew or construct new sidewalk by paying 50% for the cost of materials based on the City's annual contract for concrete work. The City would cover the other 50%. The City would also perform all required surveying and engineering services, furnish labor and materials needed on the project, perform inspection and approval services, construct necessary surface water improvements, and pave the street from the point of its former edge to the new curb line.

Staff have recognized the need to assist property owners in the repair or renewal of existing sidewalks and the construction of new sidewalks in order to provide safer walking routes for pedestrians.

<p>RECOMMENDED ACTION:</p> <p>Staff recommends the Council authorize the Mayor to sign the Resolution amending Resolution 1523 in regards to the 50/50 Sidewalk Program.</p>
<p>COUNCIL ACTION:</p>

C I T Y O F M A R Y S V I L L E
Marysville, Washington

RESOLUTION NO. 1523

A RESOLUTION OF THE CITY OF MARYSVILLE AMENDING THE CITY'S COST SHARING POLICY FOR VOLUNTARY SIDEWALK CONSTRUCTION AND REPAIR BY PRIVATE PROPERTY OWNERS.

WHEREAS, on July 1, 1982, the City enacted an optional one-half percent sales tax pursuant to RCW 82.14.030(2); and

WHEREAS, it was the intention of the City in enacting said tax to utilize the proceeds by providing the benefit of public works improvements to the taxpayers and property owners of the City; and

WHEREAS, the City Council finds that the construction and repair of sidewalks on public right-of-way is a priority need in the City, and would constitute a proper utilization of the sales tax proceeds; and

WHEREAS, the City Council desires to amend the policy established by Resolution 1122 which was adopted on March 12, 1984, as previously amended by Resolution 1357 adopted on May 1, 1989 and as amended by Resolution 1399 adopted January 2, 1990; NOW, THEREFORE,

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

Section 1. Voluntary Sidewalk Construction and Repair Program. The City hereby adopts the policy of actively encouraging voluntary construction and repair of curb, gutter and sidewalk improvements on public right-of-way by all property owners in the City. The provisions of this resolution shall apply to all persons participating in said program with the exception of the following:

- (a) Persons who are required to construct curbs, gutters and sidewalks pursuant to Section 12.02.170 of the Marysville Municipal Code.
- (b) Persons who are required to construct curbs, gutters and sidewalks by the conditions of a subdivision approval, a Conditional Use Permit, or Mitigation Contract.

Section 2. City Participation. The City agrees to participate in all voluntary construction and repair projects referred to in Section 1 above by performing all required

RESOLUTION - 1

surveying and engineering services, by contracting for labor and materials needed on the project, by performing inspection and approval services, and by paving the street from the point of its former edge to the new curb line.

Section 3. Residential Property Owner Participation. As a pre-condition to City participation on a project abutting residential property, the property owner shall do the following:

- (a) Dedicate to the city sufficient property to widen the abutting public right-of-way to the full width as measured from the design centerline so as to conform to the applicable road standards specified by the City Engineer; or prove to the satisfaction of the city Engineer that such public ownership already exists.
- (b) Pay the City 50% of all actual costs incurred by the City for reconstruction or repair of broken or hazardous curbs, gutters or sidewalks.
- (c) Pay the City the sum of \$15.00 per lineal foot of new construction of curbs, gutters and sidewalks.

Section 4. Commercial Property Owner Participation. As a pre-condition to City participation on a project abutting commercial property, the property owner shall do the following:

- (a) Dedicate to the City sufficient property to widen the abutting public right-of-way to the full width as measured from the design centerline so as to conform to the applicable road standards specified by the City Engineer; or prove to the satisfaction of the City Engineer that such public ownership already exists.
- (b) Pay the Cit 50% of all actual costs incurred by the City for reconstruction or repair of broken or hazardous curbs, gutters or sidewalks.
- (c) Pay the City the sum of \$15.00 per lineal foot of new construction of curbs, gutters and sidewalks.

Section 5. Reimbursement to City in certain Cases. If, within two years following completion of construction, a property owner or its successor develops its property in such a way as to trigger the mandatory curb, gutter and sidewalk construction provisions referred to in paragraphs (a) and (b) of Section 1 above, said property owner, or its successor, shall be required to reimburse the City for the reasonable cost of its participation in the original curb, gutter and sidewalk project. Said reimbursement shall be a pre-condition to final approval of any development permits on the property.

RESOLUTION - 2

Section 6. Duration of Policy. This policy shall continue in force and effect until modification or termination by the City Council.

24th PASSED by the City Council and APPROVED by the Mayor this day of February, 1992.

CITY OF MARYSVILLE

By *David Quinn* MAYOR

Attest:

BY *Phillip E. Doster*
CITY CLERK

Approved as to form:

By *Grant K. Weed*
CITY ATTORNEY

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE AMENDING THE CITY'S COST SHARING POLICY FOR VOLUNTARY SIDEWALK CONSTRUCTION AND REPAIR BY PRIVATE PROPERTY OWNERS.

WHEREAS, on July 1, 1982, the city enacted an optional one-half percent sales tax pursuant to RCW 82.14.030(2); and

WHEREAS, it was the intention of the City in enacting said tax to utilize the proceeds by providing the benefit of public works improvements to the taxpayers and property owners of the City; and

WHEREAS, the city council finds that the construction and repair of sidewalks on public right-of-way is a priority need in the city, and would constitutes a proper utilization of the sales tax proceeds; and

WHEREAS, the city Council desires to amend the policy established by Resolution 1122 which was adopted on March 12, 1984, as previously amended by Resolution 1357 adopted on May 1, 1989 and as amended by Resolution 1399 adopted January 2, 1990 and amended again by Resolution 1523 adopted February 24, 1992; NOW, THEREFORE,

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

Section 1. Sidewalk Construction and Repair Program. The city hereby adopts the policy of actively encouraging construction and repair of curb, gutter and sidewalk improvements on public right-of-way by all property owners in the city. The provisions of this resolution shall apply to all persons participating in said program with the exception of the following:

- (a) Persons who are required to construct curbs, gutters and sidewalks pursuant to section 12.02.170 of the Marysville Municipal Code.
- (b) Persons who have damaged or changed curb and sidewalk due to unapproved or illegal actions.

Section 2. City Participation. The City agrees to participate in the construction and repair projects referred to in Section 1 above by performing all required surveying and

engineering services, by furnishing labor and materials needed on the project, by performing inspection and approval services, by constructing necessary surface water improvements, and by paving the street from the point of its former edge to the new curb line.

Section 3. Residential Property Owner Participation. As a pre-condition to city participation on a project abutting residential property, the property owner shall do the following:

- (a) Dedicate to the City sufficient property to widen the abutting public right-of-way to the full width as measured from the design centerline so as to conform to the applicable road standards specified by the City Engineer; or prove to the satisfaction of the City Engineer that such public ownership already exists.
- (b) Pay the City the sum of 50% of actual costs as determined in the accepted annual contract price for reconstruction or repair of broken or hazardous curbs, gutters, sidewalks, driveway entrances or sidewalk ramps.
- (c) Pay the City the sum of 50% of actual costs as determined in the accepted annual contract price of new construction of curbs, gutters, sidewalks, driveway entrances or sidewalk ramps.

Section 4. Commercial Property Owner Participation. As a pre-condition to City participation on a project abutting commercial property, the property owner shall do the following:

- (a) Dedicate to the City sufficient property to widen the abutting public right-of-way to the full width as measured from the design centerline so as to conform to the applicable road standards specified by the City Engineer; or prove to the satisfaction of the City Engineer that such public ownership already exists.
- (b) Pay the City the sum of 50% of actual costs as determined in the accepted annual contract price for reconstruction or repair of broken or hazardous curbs, gutters, sidewalks, driveway entrances or sidewalk ramps.
- (c) Pay the City the sum of 50% of actual costs as determined in the accepted annual contract price of new construction of curbs, gutters, sidewalks, driveway entrances or sidewalk ramps.

Section 5. Reimbursement to City in certain cases. If, within two years following completion of construction, a property owner or its successor develops its property in such a way as to trigger the mandatory curb, gutter and sidewalk construction provisions referred to in paragraphs (a) and (b) of Section 1 above, said property owner, or its successor, shall be required to reimburse the City for the reasonable cost of its

participation in the original curb, gutter and sidewalk project. Said reimbursement shall be a pre-condition to final approval of any development permits on the property.

Section 6. Duration of Policy. This policy shall continue in force and effect until modification or termination by the City Council.

PASSED by the City Council and APPROVED by the Mayor this

_____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
MAYOR

Attest:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 28, 2008

AGENDA ITEM: Jones Rezone – PA 08005	AGENDA SECTION:	
PREPARED BY: Chris Holland, Senior Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Ordinance affirming rezone 2. Vicinity Map 3. Preliminary Short Plat Map 4. Hearing Examiner Recommendation dated 4/2/08 5. Hearing Examiner Minutes dated 3/27/08 6. Staff Recommendation dated 3/18/08 7. DNS dated 2/25/08	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Larry Jones and Seattle Pacific Homes submitted an application proposing a NON-PROJECT action, requesting a Rezone of approximately 4.63-acres of property from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density). The proposed rezone is located at 6140 70th Street NE, and includes the subdivision known as Serenade and a 0.68-acre parcel abutting the northeast portion of said subdivision.

Rezoning the property would allow a future administrative project-action proposal in order to short subdivide the 0.68-acre parcel (APN 30052700103100) into four (4) single-family lots (under current zoning it could be divided into three lots). The short subdivision would be processed administratively, under a separate application, upon granting of a favorable decision on the rezone.

The Hearing Examiner held a public hearing on the rezone application on March 27, 2008 and adopted Findings, Conclusions and Recommendation of approval of the rezone request subject to two (2) conditions.

RECOMMENDED ACTION:

Staff recommends council affirm the decision of the Hearing Examiner, rezoning the property from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density), and authorize the Mayor to sign the ordinance amending the official zoning map of the City.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AFFIRMING THE DECISION OF THE HEARING EXAMINER AND REZONING APPROXIMATELY 4.63-ACRES, INCLUDING THE SUBDIVISION KNOWN AS SERENADE AND THE PARCEL ABUTTING THE NORTHEAST PORTION OF SAID SUBDIVISION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY

WHEREAS, Seattle Pacific Homes owns the subdivision known as Serenade and Larry Jones owns an approximately 0.68-acre parcel abutting the northeast portion of said subdivision, generally located at 6140 70th Street NE, said properties being legally described in **Exhibit A** attached hereto; and

WHEREAS, Larry Jones and Seattle Pacific Homes submitted an application to the City of Marysville requesting a site specific NON-PROJECT action Rezone requesting a zone reclassification, of approximately 4.63-acres, from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density), in order to short subdivide the 0.68-acre parcel (APN 30052700103100) into four (4) single-family lots (under current zoning it could be divided into three lots), under a separate application, upon granting of a favorable decision on the rezone; and

WHEREAS, the City of Marysville Hearing Examiner held a public hearing on said rezone application on March 27, 2008 and adopted Findings, Conclusions and Recommendation approving the rezone request subject to two (2) conditions; and

WHEREAS, the Marysville City Council held a public meeting on said rezone on April 28, 2008 and concurred with the Findings, Conclusions and Recommendation of the Hearing Examiner; NOW, THEREFORE,

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

Section 1. The Findings, Conclusions and Recommendation of the Hearing Examiner, with respect to the above referenced rezone, are hereby adopted by this reference and are approved, and the property described in **Exhibit A** is hereby rezoned from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density).

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

Section 3. The official zoning map of the City of Marysville is hereby amended to reflect the reclassification of the property described in **Exhibit A**.

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

Section 5. 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 _____, 2008.

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)

EXHIBIT A

LEGAL DESCRIPTION OF REZONE AREA

PARCEL A:

THE EAST 165.00 FEET OF THE NORTH 210 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.

EXCEPT THE NORTH 30.00 FEET THEREOF.

AND EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF MARYSVILLE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 200704030815, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

PARCEL B:

LOTS 1 THROUGH 10, INCLUSIVE, AND TRACTS 998 AND 999, PLAT OF SERENADE, ACCORDING TO THE PLAT THEREOF RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 200704045161, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



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
Hearing Examiner
Findings, Conclusions and Recommendation

APPLICANT: Larry Jones and Seattle Pacific Homes

CASE NO.: PA 08005

LOCATION: 6140 70th Street NE, and the “Serenade” Subdivision

APPLICATION: The applicant is requesting a NON-PROJECT action, requesting a Rezone of approximately 4.63 acres of property from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density) including the existing subdivision known as Serenade and a 0.68-acre parcel abutting the northeast portion of said subdivision.

SUMMARY OF RECOMMENDATION:

Planning Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

After reviewing the official file, which included the Planning Staff's Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the application was opened at 7:06 p.m., March 24, 2008, in the Council Chambers, Marysville, Washington, and closed at 7:12 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Planning Department. A list of exhibits offered and entered at the hearing and a list of parties of record are included in this report.

HEARING COMMENTS:

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

Chris Holland, Senior Planner
Cliff Strong, Project Manager, WHPacific

No one from the general public attended the public hearing.

FINDINGS CONCLUSIONS AND DECISION:

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

A. FINDINGS AND CONCLUSIONS:

1. The information contained in Sections I and II of the Planning Staff's Advisory Report (Hearing Examiner Exhibit 18) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Planning Department.
2. The minutes of the meeting accurately summarize the comments offered at the hearing and by this reference are entered into the official record.

B. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, it is recommended that the request for a site-specific NON-PROJECT rezone from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density), be approved, subject to the following conditions:

1. In order to maintain the natural sight-obscuring vegetative buffer, the applicant shall retain the existing evergreen trees located along the western boundary (fence line) of APN 30052700103100 (6140 70th Street NE), unless in the opinion of a Certified Arborist they pose a danger to people or property. Such findings would be submitted to the Department of Planning and Community Development for review and final approval. The applicant shall not be responsible if future property owners remove said trees.
2. Future "project-action" submittals will be required to comply with all of the applicable development standards outlined in Title 19 MMC, *Zoning*, including but not limited to, density and dimensions, design requirements and landscaping as well as the land division requirements outlined in Title 20 MMC, *Subdivisions*.

Dated this 2nd day of April 2008



Ron McConnell, FAICP
Hearing Examiner

RECONSIDERATION:

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

COUNCIL ACTION:

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

JUDICIAL APPEAL:

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

EXHIBITS:

The following exhibits were offered and entered into the record:

1. Ordinance 2709
2. Email from neighbor/Dave Borg, dated 12.28.07

3. Vicinity Map
4. Notice of Neighborhood Mtg
5. 300' Mailing Labels
6. Neighborhood Mtg sign in log, dated 01.09.08
7. 11x17 Conceptual Short Plat Map
8. SEPA Checklist
9. Home Styles
10. Application w/attachments
11. Plat Certificate
12. Affidavit of Posting-NOA
13. Affidavit of Publication
14. RFR's
15. DNS, dated 02.25.08
16. Affidavit of Posting-DNS
17. Affidavit of Posting-Hearing Examiner
18. Staff Recommendation, dated 03.18.08
19. Memo from Cliff Strong, Project Manager, WHPacific, dated 3/27/08

PARTIES of RECORD:

Larry Jones
Seattle Pacific Homes
PO Box 123
Marysville, WA 98270

Cliff Strong
W&H Pacific
3350 Monte Villa Parkway
Bothell, WA 98201

David Borg
6208 70th Street NE
Marysville, WA 98270

Planning Department



Marysville Hearing Examiner

March 27, 2008

7:00 p.m.

Marysville City Hall

CALL TO ORDER

Hearing Examiner Ron McConnell opened the hearing at 7:00 p.m.

ATTENDANCE

The following staff was noted as being present:

Ron McConnell, Hearing Examiner

Chris Holland, Senior Planner

Amy Hess, Recording Secretary

PUBLIC HEARING

1. PA 07028 – L125-1 Typolt PRD – 77-lot PRD and preliminary subdivision approval, in order to construct 51 single-family detached units and 26 duplex units, known as “Typolt West”.

Applicant: L125-1 Typolt, LLC

Contact: Andy Shepherd ESM Consulting Engineers
20021 120th Avenue NE, #103
Bothell, WA 98011
(425) 425-6144

Location: 5724, 5616 & 5514 87th Avenue NE

Staff Comment:

New exhibit, #48 was entered into record. It is a response to City concerns and public concerns regarding the development. Mr. Holland gave a brief overview of the project itself and the location of it. Mr. Holland discussed Mr. and Mrs. Gerard's, concerned neighbors, traffic concerns and the analysis that was done to address these concerns. No additional mitigation measures were necessary based on the studies conducted. The same was true with the storm water runoff concerns. Staff recommends approval subject to conditions outlined in Staff Recommendation.

Applicant Comment:

Ryan Larsen, Barkley Inc. 1825 South Lake Stevens Rd, Lake Stevens WA 98258
Mr. Larson stated that he and his client concurred with the Staff Recommendations for approval and had nothing to add.

Commissioner McConnell closed the hearing.

2. PA 08005 – Jones Rezone – “Non-project” action requesting a Rezone of 4.63 acres from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density), known as the “Jones Rezone”.

Applicant: Larry Jones & Seattle Pacific Homes

Contact: Cliff Strong
WH Pacific
3350 Monte Villa Parkway
Bothell, WA 98021
(425) 951-4813

Location: 6140 70th Street NE, and the subdivision known as Serenade

Staff Comment:

Mr. Holland gave a brief description of the project site. He also gave an overview of the neighborhood meetings that the applicant held and the concerns that were brought up at this meeting. Staff has recommended that the existing trees be retained through this project. Staff recommends approval subject to formal adoption of city council.

Applicant Comment:

Cliff Strong WH Pacific 3350 Monte Ville Parkway, Bothell WA 98021

Mr. Strong stated that he and his client had one amendment to the Staff Recommendations regarding the existing evergreen trees on the eastern boundary of the project site. Mr. Strong stated the Mr. Jones was concerned about the surface roots and the sandy soil and the potential of loss in a major storm. He would like to consult with a professional arborist before committing to the preservation of the trees. This language is included in a memo to the Hearing Examiner, from Cliff Strong, dated March 27, 2008 (Exhibit No. 19)

Mr. Holland responded to this request stating that he had no objections, but that he would like to add four words to condition No. 1, as revised by the applicant. He requested that the words “...and final approval authority ...” be added to the end of the first sentence, giving the City final say in the matter.

Mr. Strong agreed to the additions and Mr. McConnell closed the hearing on this matter.

Public Comment:

None

ADJOURNMENT

Hearing Examiner McConnell adjourned the meeting at 7:10 p.m. He stated that he would have his decision shortly.

Amy Hess, Recording Secretary



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

STAFF RECOMMENDATION – Jones Rezone

File Number: PA 08005

Date of Report: March 18, 2008

Date of Hearing: March 27, 2006

Applicant: Larry Jones and Seattle Pacific Homes

Contact: Cliff Strong
W&H Pacific
3350 Monte Villa Parkway
Bothell, WA 98021
(425) 951-4813

Location of Proposal: 6140 70th Street NE, and the “Serenade” subdivision

Tax Parcel(s): 30052700103100, 01070800000100, 01070800000500,
01070800099800, 01070800000200, 01070800000300,
01070800000400, 01070800000600, 01070800000700,
01070800000800, 01070800000900, 01070800001000

Current Use: Existing single-family residence, construction of ten (10) new single-family residences, detention tract, critical area and associated buffer encompass the area proposed to be rezoned

Property size: 4.63-acres

Current Zoning: R-4.5 (single-family, medium density)

Comprehensive Plan Designation: Medium Density, Single-family

Nature of Request: Site specific NON-PROJECT action Rezone from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density)

STAFF RECOMMENDATION: *APPROVE WITH CONDITIONS AND FORWARD TO MARYSVILLE CITY COUNCIL FOR FORMAL ADOPTION*

EXHIBIT
18

I. FINDINGS

Description of Proposal: The applicant is proposing a NON-PROJECT action, requesting a Rezone of approximately 4.63-acres of property from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density) including the existing subdivision known as Serenade and a 0.68-acre parcel abutting the northeast portion of said subdivision. Rezoning the property would allow a future administrative project-action proposal in order to short subdivide the 0.68-acre parcel (APN 30052700103100) into four (4) single-family lots (under current zoning it could be divided into three lots), under a separate application, upon granting of a favorable decision on the rezone.

Location of Proposal: The proposed rezone is located at 6140 70th Street NE, and the subdivision known as Serenade, and is also identified as Assessor's Parcel Number(s) (APN) 30052700103100, 01070800000100, 01070800000500, 01070800099800, 01070800000200, 01070800000300, 01070800000400, 01070800000600, 01070800000700, 01070800000800, 01070800000900, 01070800001000.

Site Description: The proposed rezone encompasses a ten (10) lot subdivision, known as Serenade, which consists of two Tracts. Tract 998 is a stormwater detention pond and Tract 999 contains a Category 2 Wetland and associated buffer that has been set aside as a natural growth protection area (NGPA). New single-family residences are currently being constructed/sold within the subdivision. APN 30052700103100 is an approximately 0.68-acre parcel with an existing single-family residence located on-site.

The area proposed for rezone is relatively level, with no slopes exceeding 3.0% grade. According to the Soil Survey of Snohomish County on-site soils are identified as Bellingham silty clay loam. Permeability of Bellingham soils is slow, runoff is very slow, and the hazard of water erosion is slight. The main limitations for homesites are the seasonal high water table and high shrink-swell potential.

Surrounding uses to the north, east and west consist of typical single-family homesites located on approximately 0.20-acre lots. The approximately 20-acre parcel to the south is a large critical area wetland owned by the City of Marysville.

Critical Areas: The proposed rezone area includes an approximately 1.70-acre Category II wetland. The Category II wetland was set aside in Tract 999 as part of the subdivision, known as Serenade, and includes an undisturbed natural vegetative buffer. The proposed rezone (non-project action) would have no impacts to the existing critical area.

Project History: Prior to submitting the rezone application, the applicant held a neighborhood meeting on January 9, 2007 at the Allen Creek Elementary School Library. Other than the applicant, representative and City staff, three (3) neighboring property owners attended the neighborhood meeting. The only concern mentioned at the neighborhood meeting was from a property owner located abutting the eastern boundary of the rezone proposal. Specifically, the neighbor requested that the existing evergreen trees located along the fence line between the properties be retrained, in order to maintain the natural sight-obscuring vegetative buffer. The applicant stated that he could likely retain the trees, however, he could not guarantee what future property owners might do.

The NON-PROJECT action rezone application was submitted and determined to be complete on January 11, 2008. The application was routed to affected departments and agencies for review and comments were received on or before February 4, 2008. These comments were sent to the applicant for review on February 25, 2008.

Neighborhood Comments: Other than the comment received at the neighborhood meeting (as outlined under *Project History* above), no additional public comments were received, as of the date of this report.

Traffic and Circulation: The proposed rezone is a NON-PROJECT action, and will not create any additional daily vehicular trips nor have an adverse impact on the adjacent street traffic. However, future

project actions will be required to be reviewed in accordance with Title 18B MMC *Traffic Impact Fees and Mitigation*.

City of Marysville Comprehensive Plan: The proposed project is located within Planning Area 2 – “*Jennings Park Neighborhood*.” This Planning Area is predominately single family residential neighborhood bounded by Allen Creek on the west, 76th Street NE on the north, Munson Creek on the west, 52nd Street NE on the south and Sunnyside Boulevard on the southwest boundary. SR 528 (64th Street NE) bisects the planning area.

Medium Density Single-family and High Density Single-family are the primary land uses within the immediate vicinity of the area proposed to be rezoned. The subject property is currently designated Medium Density Single-family. Bordering the north and west boundary of the proposed rezone area are properties that are designated High Density Single-family and the bordering properties to the east and south are designated Medium Density Single-family.

Marysville City Council adopted Ordinance No. 2709, on November 13, 2007, adding language to the Marysville Comprehensive Plan regarding rezones of property at the edges of land use districts. The adopted language outlined in Chapter IV *LAND USE ELEMENT* – Section A. V. *Land Use Development*, states:

“Property at the edges of land use districts can make application to rezone property to the bordering zone without applying for a comprehensive plan amendment if the proponent can demonstrate:

1. The proposed land use district will provide a more effective transition point and edge for the proposed land use district than strict application of the comprehensive plan map would provide due to neighboring land uses, topography, access, parcel lines or other property characteristics; and
2. The proposed land use district supports and implements the goals, objectives, policies and text of the comprehensive plan more effectively than strict application of the comprehensive plan map; and
3. The proposed land use change will not affect an area greater than 10-acres, exclusive of critical areas.”

The applicant submitted a written response to the criteria outlined above. After evaluation of the applicant’s written response, and other supporting documentation and application materials, the proposed rezone, as conditioned herein, will be consistent with the pertinent development goals and policies outlined in the Marysville Comprehensive Plan.

Title 19 MMC, Zoning: Pursuant to Section 19.54.070 MMC, *Zone reclassification*, a zone reclassification (rezone) shall be granted only if an applicant demonstrates that the proposal is consistent with the comprehensive plan and complies with the following criteria:

- a) There is a demonstrated need for additional zoning as the type proposed;
- b) The rezone is consistent and compatible with uses and zoning of the surrounding properties;
- c) There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a rezone; and
- d) The property is practically and physically suited for the uses allowed in the proposed rezone.

The applicant submitted a written response to the criteria outlined above. After evaluation of the applicant’s written response, and other supporting documentation and application materials, the proposed rezone, as conditioned herein, complies with the rezone criteria and pertinent development standards outlined in Title 19 MMC, *Zoning*.

Conformance with State Environmental Policy Act: After evaluation of the environmental checklist and supporting documentation submitted with the application, and review of information on file with the City, a Determination of Non-Significance (DNS) was issued on February 25, 2008. No appeals on the DNS were filed on or before the March 11, 2008 deadline. This determination is hereby adopted by reference as part of this report.

II. CONCLUSIONS

1. The applicant is proposing a NON-PROJECT action, requesting a rezone of approximately 4.63-acres from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density).
2. Rezoning the property would allow a future administrative project-action proposal in order to short subdivide the 0.68-acre parcel (APN 30052700103100) into four (4) single-family lots (under current zoning it could be divided into three lots).
3. The proposed rezone (non-project action) would have no impacts to the existing critical area.
4. Prior to submitting the rezone application, the applicant held a neighborhood meeting on January 9, 2007 at the Allen Creek Elementary School Library.
5. A neighboring property owner requested that the existing evergreen trees located along the fence line between the properties be retrained, in order to maintain the natural sight-obscuring vegetative buffer.
6. The applicant stated that he could likely retain the existing trees, however, he could not guarantee what future property owners might do.
7. The rezone application was submitted and determined to be complete on January 11, 2008.
8. Future project actions will be required to be reviewed in accordance with Title 18B MMC *Traffic Impact Fees and Mitigation*.
9. The proposed rezone, as conditioned herein, will be consistent with the pertinent development goals and policies outlined in the Marysville Comprehensive Plan.
10. The proposed rezone, as conditioned herein, complies with the rezone criteria and pertinent development standards outlined in Title 19 MMC, *Zoning*.
11. A DNS was issued on February 25, 2008. No appeals on the DNS were filed on or before the March 11, 2008 deadline.
12. The proposed rezone, as conditioned herein, will make appropriate provisions for the public use and interest, health, safety, and general welfare.

III. STAFF RECOMMENDATION

Based on the foregoing findings and conclusions, the Community Development Department recommends **APPROVAL** of the site specific NON-PROJECT action rezone from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density), subject to the following conditions.

1. In order to maintain the natural sight-obscuring vegetative buffer, the applicant shall retain the existing evergreen trees located along the western boundary (fence line) of APN 30052700103100 (6140 70th Street NE). The applicant shall not be responsible, if said trees are removed by future property owners.
2. Future "project-action" submittals will be required to comply with all of the applicable development standards outlined in Title 19 MMC, *Zoning*, including but not limited to, density and dimensions, design requirements and landscaping as well as the land division requirements outlined in Title 20 MMC, *Subdivisions*.

Prepared by: *CL*

Reviewed by: *CDW*



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

DETERMINATION OF NONSIGNIFICANCE

File Number: PA 08005
Proponent: Larry Jones and Seattle Pacific Homes
Contact: Cliff Strong
W&H Pacific
3350 Monte Villa Parkway
Bothell, WA 98021
(425) 951-4813
Lead Agency: City of Marysville
Community Development Department
SEPA Contact: Chris Holland, Senior Planner
(360) 363-8100

Description of Proposal: The applicant is proposing a NON-PROJECT action, requesting a Rezone from R-4.5 (single-family, medium density) to R-6.5 (single-family, high density) of approximately 4.63-acres of property including the existing subdivision known as Serenade and a 0.68-acre parcel abutting the northeast portion of said subdivision. Rezoning the property would allow a future administrative project-action proposal in order to short subdivide the 0.68-acre parcel (APN 30052700103100) into four (4) single-family lots (under current zoning it could be divided into three lots), under a separate application, upon granting of a favorable decision on the rezone.

Location of Proposal: The proposed rezone project is located at 6140 70th Street NE, and the subdivision known as Serenade, and is also identified as Assessor's Parcel Number(s) (APN) 30052700103100, 01070800000100, 01070800000500, 01070800099800, 01070800000200, 01070800000300, 01070800000400, 01070800000600, 01070800000700, 01070800000800, 01070800000900, 01070800001000.

Site Description: The proposed rezone encompasses a ten (10) lot subdivision, known as Serenade, which consists of two Tracts. Tract 998 is a stormwater detention pond and Tract 999 contains a Category 2 Wetland and associated buffer that has been set aside as a natural growth protection area (NGPA). New single-family residences are currently being constructed/sold within the subdivision. APN 30052700103100 is an approximately 0.68-acre site with an existing single-family residence located on-site.

The area proposed for rezone is relatively level, with no slopes exceeding 3.0% grade. According to the Soil Survey of Snohomish County on-site soils are identified as Bellingham silty clay loam. Permeability of Bellingham soils is slow, runoff is very slow, and the hazard of water erosion is slight. The main limitations for homesites are the seasonal high water table and high shrink-swell potential.

Surrounding uses to the north, east and west consist of typical single-family homesites located on approximately 0.20-acre lots. The approximately 20-acre parcel to the south is a large critical area wetland owned by the City of Marysville.

Critical Areas: There proposed rezone area includes an approximately 1.70-acre Category II wetland. The Category II wetland was set aside in Tract 999 as part of the subdivision, known as Serenade, and includes an undisturbed natural vegetative buffer. The proposed rezone (non-project action) would have no impacts to the existing critical area.

Threshold Determination: The lead agency has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is NOT required under RCW 43.21C.030(2)(c). This decision was made after review by the City of Marysville of a completed environmental checklist and other information on file with this agency. This information is available for public review upon request.

Prepared by: CLC

Reviewed by: COG

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by the 31st day of March, 2008.

Responsible Official: Gloria Hirashima
Position: Community Development Director
Address: 80 Columbia Ave.
Marysville, WA 98270

Date: 2/25/08 **Signature:** Gloria Hirashima

The issuance of this Determination of Non-Significance should not be interpreted as acceptance or approval of the subject proposal as presented. This City of Marysville reserves the right to deny or approve said proposal subject to conditions if it is determined to be in the best interests of the City and/or necessary to the general health, safety and welfare of the public to do so. For further information, contact the Marysville Community Development Department at (360) 363-8100.

Distribution:

State Agencies:
Department of Ecology
Department of Community, Trade and Economic Development

Tribal Government:
Tulalip Tribes

Snohomish County:
Public Works – Land Development

Private Agencies:
Seattle Pacific Homes, attn: Darrin Huseby, applicant
W&H Pacific, attn: Cliff Strong, contact
ORCA Land Surveying

Private Agencies:
Larry Jones, applicant

News Media:
Marysville Globe

SEPA Appeal Procedure:

A fee of \$500.00 must accompany all SEPA appeals that require a separate public hearing.

19.22.070(3) Appeals.

- (a) Any agency or aggrieved person may appeal the procedures or substance of an environmental determination of the responsible official under SEPA as follows:
 - (i) A DNS. Written notice of such an appeal shall be filed with the responsible official within 15 days after the date of issuance of the DNS. The appeal hearing shall be consolidated with the hearing(s) on the merits of the governmental action for which the environmental determination was made.
 - (ii) A DS. Written notice of the appeal shall be filed with the responsible official within 15 days after the date of issuance of the DS. The appeal shall be heard by the city council within 30 days thereafter.
 - (iii) The Adequacy of an EIS. Written notice of appeal shall be filed with the responsible official within 15 days after the issuance of the final EIS. The appeal hearing shall be consolidated with the hearing(s) on the merits of the governmental action for which the EIS was issued.
 - (iv) Appeals of intermediate steps in the SEPA process shall not be allowed.
 - (v) For any appeal under this section, the city shall provide for a record that shall consist of the following:
 - (A) Findings and conclusions;
 - (B) Testimony under oath; and
 - (C) A taped or written transcript.
 - (vi) Determination by the responsible official shall carry substantial weight in any appeal proceeding.