

January 22, 2008

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

City Hall

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

1. Transportation Benefit District Presentation.

**Discussion Items**

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

2. Approval of January 14, 2008 City Council Meeting Minutes.
3. Approval of January 22, 2008 City Council Work Session Minutes.

**Consent**

4. Approval of January 16, 2008 Claims in the Amount of \$312,582.55; Paid by Check No.'s 44581 through 44675 with Check No. 44379 Voided.
5. Approval of January 23, 2008 Claims.
6. Approval of January 18, 2008 Payroll in the Amount of \$656,144.39; Paid by Check No.'s 19067 through 19126.

**Review Bids**

**Public Hearings**

**New Business**

7. A **Resolution** of the City of Marysville to Accept the Gift of \$3,000 from HomeStreet Bank to Purchase a Community Drinking Fountain for the Kiwanis Park Site.
8. A Utility Construction Agreement with Washington State Department of Transportation for the SR528 Project from Interstate 5 to State Avenue in the Amount of \$127,265.17 as Advance Payment.
9. Pipeline License from Burlington Northern Santa Fe Railroad for the Water Main Replacement Improvements on SR528 from Interstate 5 to State Avenue.

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

**Marysville City Council Work Session**

**January 22, 2008**

**7:00 p.m.**

**City Hall**

10. Detour Agreement with Washington State Department of Transportation for Detour Plan Associated with the SR528 Project from Interstate 5 to State Avenue
11. An **Ordinance** of the City of Marysville Amending Section 2.50.060 and Repealing Section 2.50.080 of the Marysville Municipal Code Relating to Travel Reimbursement.

**Legal**

**Mayor's Business**

12. Marysville Parks and Recreation Board Re-Appointment; Keith W. Armstrong.
13. Marysville Parks and Recreation Board Re-Appointment; Mike Elmore.

**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.

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:02 p.m.
<b>Approval of Minutes</b>	
Approve December 10, 2007 City Council Meeting Minutes.	Approved
Approve January 7, 2008 Work Session Minutes.	Approved
<b>Consent Agenda</b>	
Approve December 12, 2007 Claims in the Amount of \$1,403,072.53; Paid by Check No.'s 43844 through 44042 with Check No.'s 42681, 43381 and 43842 Voided.	Approved
Approve December 19, 2007 Claims in the Amount of \$703,157.82; Paid by Check No.'s 44046 through 44152 with Check No.'s 42609, 44043, 44044 and 44045 Voided.	Approved
Approve December 26, 2007 Claims in the Amount of \$499,775.74; Paid by Check No.'s 44153 through 44315 with Check No.'s 43148, 43820 & 44099 Voided.	Approved
Approve January 2, 2008 Claims in the Amount of \$34,672.95; Paid by Check No.'s 44397 through 44406 with no Check No.'s Voided.	Approved
Approve December 20, 2007 Payroll in the Amount of \$801,068.87; Paid by Check No.'s 18941 through 19003.	Approved
Approve December 27, 2007 Claims in the Amount of \$616,457.99; Paid by Check No.'s 44316 through 44396 with no Check No.'s Voided.	Approved
Approve December 28, 2007 Claims in the Amount of \$621,736.31; Paid by Check No.'s 44407 through 44537 with no Check No.'s Voided.	Approved
Approve the January 4, 2008 Payroll in the Amount of \$1,136,119.96; Paid by Check No.'s 19004 through 19066.	Approved
Approve the January 9, 2008 Claims in the Amount of \$1,980,884.68; Paid by Check No.'s 44538 through 44580 with Check No. 44533 Voided.	Approved
Approve Washington State Department of Community, Trade and Economic Development Grant.	Approved
Approve Professional Services Agreement for Downtown Plan Supplemental EIS with Makers, Inc.	Approved
Approve Project Acceptance of the 66 <sup>th</sup> Avenue NE Underdrain and Storm Replacement Project with Trico Contracting, Inc. to Start the 45-Day Lien Filing Period.	Approved
Approve Amendment V to Intergovernmental Agreement with Snohomish County for Furnishing Fleet Management Services.	Approved
Approve the Sunnyside Ridge Division 2 Final Plat Mylar.	Approved
Approve Project Acceptance of the Parkside Water Main Replacement Project with Trico Contracting, Inc. to Start the 45-Day Lien Filing Period.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>Current Business</b>	
<b>New Business</b>	
Approve Interlocal Agreement regarding NPDES which was discussed during Executive Session.	Approved
Approve Professional Services Agreement with Perteeet to Provide a Pre-	Approved

Design Report for the SR 92/40 <sup>th</sup> Street NE Connector Between SR 9 and 83 <sup>rd</sup> Avenue NE in the Amount of \$49,914.	
Approve a <b>Resolution</b> Declaring a 1988 Vancamp Trailer to be Surplus and Authorizing the Sale or Disposal thereof.	Approved Res. No. 2228
Approve an <b>Ordinance</b> Annexing Certain Unincorporated Area Known as the Calvary Annexation Area into the City of Marysville and Rezoning Said Properties Consistent with the City's Comprehensive Land Use Plan Designations.	Approved Ord. No. 2732
Approve Renewal of Allied Employers Incorporated Contract.	Approved
Approve Renewal of Municipal Court Judge's Contract.	Approved
Renewal of Chief Administrator Officer's Contract.	Approved
Approve Intergovernmental Facilities Use Agreement with the State of Washington and the United States Bankruptcy Court for the Western District of Washington.	Approved
<b>Legal</b>	
Approve Recovery Contract for Sewer; Marysville School District, Pinewood Elementary.	Approved Recovery Contract No. 282
Approve Recovery Contract for Sewer; Shasta Ridge, LLC.	Approved Recovery Contract No. 283
First Amendment to the Interlocal Agreement between the Central Puget Sound Regional Transit Authority.	Approved
<b>Mayor's Business</b>	
Approve Library Board Re-Appointment; Marguerite Tipton.	Approved
Approve Marysville Fire Board Appointment; Carmen Rasmussen.	Approved
Approve LEOFF 1 Disability Re-Appointment; Jeff Vaughan.	Approved
Election of Mayor Pro Tem	Held, Jeff Seibert elected
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Information Items</b>	
<b>Adjournment</b>	8:50 p.m.

COUNCIL



MINUTES

**Regular Meeting  
January 14, 2008**

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

Mayor Dennis Kendall called the January 14, 2008 meeting of the Marysville City Council to order at 7:02 p.m. at Marysville City Hall. The invocation was given by Pastor Mike Villamore of Turning Point Community Church. Mayor Kendall led those present in the Pledge of Allegiance.

**Roll Call**

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

**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, Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Chief of Police Rick Smith, Commander Ralph Krusey and Commander Rob Lamoureux, Parks and Recreation Director Jim Ballew, Community Information Officer Doug Buell, City Clerk Tracy Jeffries, Recording Secretary Laurie Hugdahl

**Committee Reports**

Councilmember Rasmussen gave a report on the January 9 Park Advisory Board meeting where the following topics were reviewed:

- Concerns of opponents of the off-leash dog park at Kiwanis were addressed. A second design was brought to the meeting for comments. A third design was also proposed. This project is still in progress.
- All Park Board members have signed up for assignments with Healthy Communities. Every Healthy Communities committee will have a Park Board representative.

- The Father Daughter Dance is coming up on February 2 and 9. The community has been extremely supportive with sponsorships.
- Christmas Tree chipping was done again this year by the Boy Scouts.
- Two service club kiosks are coming – one near the Waterfront Park and one near 100<sup>th</sup> and State Street.
- There have been 520 graffiti incidents have occurred since July, but none at the skate park, due to the video surveillance. Two new video surveillance systems should be up and running soon at Jennings Park and Ebey Waterfront Park.
- Deering Wildflower Park will be fenced on the backside where the new housing developments are.
- Volunteer logged 882 hours in 2007, not including coaches. This represents a tremendous outpouring of community help with the parks.
- Trees will be removed on 528 with the expansion and re-striping project; however different trees will be replanted.
- The Nature Park will be closed during the expansion and re-striping project to move the driveway to the other side of the park.
- There has been some settling at the Ebey Park; work will be done to address this.

Councilmember Jeff Seibert reported on the Solid Waste Advisory Committee that met and discussed the following:

- County's Climate Change Initiative – Discussed how Solid Waste can cut down on emissions by using biodiesel and other options.
- 2008 canola drying facility – received a federal grant to expand the canola drying for use in biodiesel. The methane that is generated from the existing landfill will be used to dry canola to make biodiesel.
- Southwest Transfer Station – The sound wall is up. The doors work, but still need levers. Even though there has been an increase in cost, the project is still under budget. Vendor for scale automation has been picked pending a fit assessment.
- Monitoring equipment at north station (Arlington) in place to test discharge. Will be replacing a crane out there.
- There was considerable flood damage at the Cathcart site from the December storm event.
- FEMA reimbursement from flood debris is up from 75% to 80% because of the Disaster Management Plan that was developed last year.
- Issues with the boxes on trucks in East County.
- Presentation about the possibility of solar compactors being utilized in some parks to reduce the volume of waste.

Mayor Kendall noted that there were two additional items on the agenda:

1. Interlocal Agreement regarding NPDES under New Business
2. Election of Mayor Pro Tem under Mayor's Business

## **Presentations**

1. Police Promotions.

Chief Smith presented the new Administrative Division Manager Bob Dolhanyk.

The following individuals received the oath of office:

- Lt. Jeff Goldman
- Lt. Darrin Rasmussen
- Sgt. Larry Buell
- Sgt. Brad Akau
- Sgt. Mark Thomas

Sgt. James Strickland and Marla Ringen, Business Office Manager for the police department were introduced. Chief Smith also acknowledged Kristie Guy for her help in making these promotions happen. Mayor Kendall commended Commander Lamoureux for his recent completion of a course at the FBI Academy.

*There was a recess from 7:56 until to 8:08 p.m.*

### **Audience Participation - None**

### **Approval of Minutes**

2. Approval of December 10, 2007 City Council Meeting Minutes.

Councilmember Wright indicated she would be abstaining since she was not at the meeting.

**Motion** made by Councilmember Nehring, seconded by Councilmember Rasmussen to approve the minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Wright abstaining.

3. Approval of January 7, 2008 City Council Work Session Minutes.

Councilmember Wright indicated that she would be abstaining from the vote since she did not attend the meeting.

**Motion** made by Councilmember Soriano, seconded by Councilmember Nehring, to approve the minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Wright abstaining.

### **Consent Agenda**

Finance Director Langdon discussed the animal service charges that had been questioned last week. She explained that these were for a three-month period as the city is being billed on a quarterly basis.

**Motion** made by Councilmember Nehring, seconded by Councilmember Wright, to approve the following consent agenda items:

4. Approval of December 12, 2007 Claims in the Amount of \$1,403,072.53; Paid by Check No.'s 43844 through 44042 with Check No.'s 42681, 43381 and 43842 Voided.
5. Approval of December 19, 2007 Claims in the Amount of \$703,157.82; Paid by Check No.'s 44046 through 44152 with Check No.'s 42609, 44043, 44044 and 44045 Voided.
6. Approval of December 26, 2007 Claims in the Amount of \$499,775.74; Paid by Check No.'s 44153 through 44315 with Check No.'s 43148, 43820 & 44099 Voided.
7. Approval of January 2, 2008 Claims in the Amount of \$34,672.95; Paid by Check No.'s 44397 through 44406 with no Check No.'s Voided.
8. Approval of December 20, 2007 Payroll in the Amount of \$801,068.87; Paid by Check No.'s 18941 through 19003.
23. Approval of December 27, 2007 Claims in the Amount of \$616,457.99; Paid by Check No.'s 44316 through 44396 with no Check No.'s Voided.
29. Approval of December 28, 2007 Claims in the Amount of \$621,736.31; Paid by Check No.'s 44407 through 44537 with no Check No.'s Voided.
30. Approval of the January 4, 2008 Payroll in the Amount of \$1,136,119.96; Paid by Check No.'s 19004 through 19066.
31. Approval of the January 9, 2008 Claims in the Amount of \$1,980,884.68; Paid by Check No.'s 44538 through 44580 with Check No. 44533 Voided.
9. Washington State Department of Community, Trade and Economic Development Grant.
10. Professional Services Agreement for Downtown Plan Supplemental EIS with Makers, Inc.
11. Project Acceptance of the 66<sup>th</sup> Avenue NE Underdrain and Storm Replacement Project with Trico Contracting, Inc. to Start the 45-Day Lien Filing Period.
14. Amendment V to Intergovernmental Agreement with Snohomish County for Furnishing Fleet Management Services.
16. The Sunnyside Ridge Division 2 Final Plat Mylar.

17. Project Acceptance of the Parkside Water Main Replacement Project with Trico Contracting, Inc. to Start the 45-Day Lien Filing Period.

**Motion** passed unanimously (7-0).

**Review Bids** - None

**Public Hearings** - None

**New Business** - None

**Interlocal Agreement regarding NPDES which was discussed during Executive Session.**

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to adopt the Interlocal Agreement as it was discussed in Executive Session. **Motion** passed unanimously (7-0).

12. Professional Services Agreement with Perteet to Provide a Pre-Design Report for the SR 92/40<sup>th</sup> Street NE Connector Between SR 9 and 83<sup>rd</sup> Avenue NE in the Amount of \$49,914.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to authorize the Mayor to sign the Professional Services Agreement. **Motion** passed unanimously (7-0).

13. A **Resolution** Declaring a 1988 Vancamp Trailer to be Surplus and Authorizing the Sale or Disposal thereof.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to adopt Resolution 2228 declaring items of personal property to be surplus and authorizing the sale or disposal thereof. **Motion** passed unanimously (7-0).

15. An **Ordinance** Annexing Certain Unincorporated Area Known as the Calvary Annexation Area into the City of Marysville and Rezoning Said Properties Consistent with the City's Comprehensive Land Use Plan Designations.

**Motion** made by Councilmember Seibert, seconded by Councilmember Soriano, to adopt Ordinance 2732 regarding the Calvary Annexation Area. **Motion** passed unanimously (7-0).

24. Renewal of Allied Employers Incorporated Contract.

**Motion** made by Councilmember Nehring, seconded by Councilmember Vaughan, to authorize the Mayor to sign the Agreement for services with Allied Employers commencing January 1, 2008 and ending on December 31, 2008. **Motion** passed unanimously (7-0).

25. Renewal of Municipal Court Judge's Contract.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to approve the renewal of the Municipal Court Judge's Contract. **Motion** passed unanimously (7-0).

27. Renewal of Chief Administrator Officer's Contract.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert and the rest of the council to approve the CAO's contract. **Motion** passed unanimously (7-0).

28. Intergovernmental Facilities Use Agreement with the State of Washington and the United States Bankruptcy Court for the Western District of Washington.

**Motion** made by Councilmember Nehring, seconded by Councilmember Vaughan, to authorize the Mayor to sign the Intergovernmental Facilities Use Agreement. **Motion** passed unanimously (7-0).

### **Legal**

18. Recovery Contract for Sewer; Marysville School District, Pinewood Elementary.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Recovery Contract #282. **Motion** passed unanimously (7-0).

19. Recovery Contract for Sewer; Shasta Ridge, LLC.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Soriano, to approve Recovery Contract #283. **Motion** passed unanimously (7-0).

26. First Amendment to the Interlocal Agreement between the Central Puget Sound Regional Transit Authority.

Grant Weed stated that this amendment amends the original agreement by extending the closing date of two of the parcels and the budget for procurement services.

**Motion** made by Councilmember Wright, seconded by Councilmember Nehring, to approve the First Amendment to the Interlocal Agreement between the Central Puget Sound Regional Transit Authority. **Motion** passed unanimously (7-0).

### **Mayor's Business**

20. Library Board Re-Appointment; Marguerite Tipton.

**Motion** made by Councilmember Seibert, seconded by Councilmember Nehring,

to confirm the mayor's recommendation to re-appoint Marguerite Tipton to the Library Board for a term ending January 1, 2013. **Motion** passed unanimously (7-0).

21. Marysville Fire Board Appointment; Carmen Rasmussen.

**Motion** made by Councilmember Wright, seconded by Councilmember Soriano, to approve the recommendation to appoint Carmen Rasmussen to the Marysville Fire Board for a term ending December 31, 2011. **Motion** passed unanimously (7-0).

22. LEOFF 1 Disability Re-Appointment; Jeff Vaughan.

**Motion** made by Councilmember Soriano, seconded by Councilmember Nehring, to approve the reappointment of Jeff Vaughan to the LEOFF 1 Disability Board for a term ending December 31, 2009. **Motion** passed unanimously (7-0).

### **Election of Mayor Pro Tem**

The nominations were opened for Mayor Pro Tem. Councilmember Nehring nominated Councilmember Seibert. Councilmember Phillips nominated Councilmember Soriano. The nominations were closed. Upon a roll call vote, Councilmember Seibert was elected Mayor Pro Tem.

### **Other Comments from the Mayor:**

Mayor Kendall stated he would be going to Olympia on Tuesday and Thursday to testify for the UW campus. On January 28 there will be testimony in front of the House. He gave an update on the situation.

### **Staff Business**

Doug Buell commented that the current edition of *Marysville Messenger* city newspaper is now out

Grant Weed regretfully informed Council that over the holidays his comrade, Mike Weight, the city attorney for the City of Bothell, passed away. This is a real loss to him personally, to the City of Bothell and to the legal community.

Mary Swenson commented that it was very exciting to see the police department promotions and all the community support. The buzz in the police department is pretty incredible. She commended Chief Smith who has done some amazing things in the department. She thanked the Council for the support on her contract.

Sandy Langdon reminded Council that there will be a Finance Committee meeting this Wednesday. She congratulated all the officers on their promotions.

Gloria Hirashima had no additional comments.

Jeff Massie said that they received a call from WSDOT saying that they plan to do additional geotechnical boring for the 528 bridge replacement project. This will entail a detour that night. WSDOT will be sending us a detour plan.

Chief Smith thanked the Council for the support for the police department and the ceremony. This was a very important event. He stated that he has completed his last discussion with those who were on the list and did not get promoted. This is an important step for development and training.

Jim Ballew had several comments:

- He announced that they received a \$9,000 grant for the senior center to help buy new tables and TVs.
- There were 55 graffiti events on Saturday. The entire learning course at Jennings Nature Park was destroyed by graffiti.
- The off-leash meeting was interesting. They will be meeting again this week.
- He attended a Capital Facilities Meeting with the school district last week to discuss a bond for 2010.
- Staff presented the Healthy Communities Project to the Snohomish Health Board. They were pleased with progress.
- There will be no Leadership Planning Committee this week.
- Community Planning meeting will be happening this week.
- 290 tickets to Father Daughter dance were sold today. Act quickly if you want to get tickets.

### **Call on Councilmembers**

Jon Nehring congratulated those who were promoted at the police department.

John Soriano congratulated Chief Smith and his staff.

Lee Phillips congratulated all the officers who were promoted and Chief Smith for all he has done. Congratulations to Mayor Pro Tem Seibert.

Carmen Rasmussen commended Doug Buell for the excellent job he does on the *Marysville Messenger*.

Jeff Vaughan:

- He commented that the County has put up a land use action sign at the intersection of 51<sup>st</sup> and 88<sup>th</sup> Street, where 51<sup>st</sup> terminates. He wondered what this was regarding. Community Development Director Hirashima said she would look into this.
- The old reservoir on Grove Street next to the golf course is being used as an off-road track. Mayor Kendall said they are aware of this and are looking into it.
- He is very upset about the graffiti and will continue to fight against it. He is intent on seeing action and changes this year. He commended Mike Robinson for his

Donna Wright echoed Carmen's comments about the *Marysville Messenger*. She then asked about voting for Snohomish County Cities and Towns positions. Mayor Kendall said he had not received information about when the vote would be. His understanding is that this might occur in February.

Jeff Seibert:

- He thanked Chief Smith and the police department for all the good work they do. He thanked Doug Buell for *Messenger*.
- He thanked the rest of the Council for electing him Mayor Pro Tem.
- He asked when the wooden poles would be removed by Snohomish County PUD.
- SWAC committee is doing a 5-year prioritization plan; they are requesting staff feedback and suggestions.

### Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:50 p.m.

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

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

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2008**

AGENDA ITEM: Claims	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Claims Listings	APPROVED BY: <i>sh.</i>
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the January 16, 2008 claims in the amount of \$312,582.55 paid by Check No.'s 44581 through 44675 with Check No. 44379 voided.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/10/2008 TO 1/16/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
44581	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAXES DEC 2007	001.231700.	332.73
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.02
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	30.75
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	38.35
	WASHINGTON STATE DEPARTMENT OF		101.231700.	122.66
	WASHINGTON STATE DEPARTMENT OF		104.231700.	1,419.16
	WASHINGTON STATE DEPARTMENT OF		401.231700.	301.04
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	41,931.69
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	9,743.70
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	19,142.68
	WASHINGTON STATE DEPARTMENT OF		420.231700.	155.75
	WASHINGTON STATE DEPARTMENT OF		420.231710.	1,681.57
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	89.39
	WASHINGTON STATE DEPARTMENT OF		502.231700.	0.95
	WASHINGTON STATE DEPARTMENT OF		503.231700.	43.71
44582	ACTIVE NETWORK,LTD	CLASS EDUCATION CONFERENCE	00105380.549000.	495.00
44583	ALFYS PIZZA	PIZZA FOR CLEANING DAY @ PRKS	00105380.531000.	65.14
44584	ALVARADO, REBECCA	UB 334325000000 4325 149TH PL	401.122110.	18.26
44585	ARAMARK UNIFORM SERVICES	MAT CLEANING - PW ADMIN BLDG	40143410.549000.	68.96
	ARAMARK UNIFORM SERVICES	MAT CLEANING - MEZZANINE	40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
44586	CITY OF ARLINGTON	ARL CHRISTIAN SCHOOL-WATER	40140080.533000.	72.11
44587	CITY OF ARLINGTON	SURFACE WTR REVENUE 4TH QTR 07	401.237000.	25,011.48
44588	ASPEN PUBLISHERS INC	2008 AMERICAN PAYROLL GUIDE	00101023.549000.	300.89
44589	MARGARET AUSTIN	REFUND INSUFFICIENT REGIST	00110347.376009.	158.00
44590	BAG BOY	UMBRELLA HOLDER	420.141100.	87.00
44591	DANIELLE BALDWIN	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
44592	BANK OF AMERICA	MEAL/FEE REIMB	00103010.543000.	19.87
	BANK OF AMERICA		00103010.549000.	8.54
44593	BANK OF AMERICA	EMPLOYEE APPRECIATION REIMB	10110130.549000.	63.69
44594	BANK OF AMERICA	TRAVEL/CONFERENCE REIMB	00100060.549000.	7,589.52
	BANK OF AMERICA		00100110.549000.	1,973.38
	BANK OF AMERICA		00100720.549000.	30.00
44595	BANK OF AMERICA	FEE REIMB	00103010.549000.	1.16
44596	BANK OF AMERICA		00103010.549000.	11.84
44597	BANK OF AMERICA	TRAINING REIMB	00101023.543000.	7.96
	BANK OF AMERICA		00101023.549000.	21.00
44598	THE BANK OF NEW YORK	ADMIN FEES - MARLTG007A	20600592.585000.	301.75
	THE BANK OF NEW YORK	ADMIN FEES - MARLGT007T	42047079.585000.	303.50
44599	BELINDA BEARDSLEY	REIMB FOR POSTAGE	00102020.542000.	26.59
44600	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	50200050.549000.	45.00
44601	CARR'S ACE HARDWARE	SPRAY PAINT	41046060.548000.	16.55
44602	COLUMBIA ATHLETIC CLUBS	REGISTRATION FOR JOE DYER	00105120.531050.	65.00
44603	COOK PAGING (WA)	SERVICE THRU JAN 31, 2008	10110890.542000.	3.78
	COOK PAGING (WA)		40143410.542000.	3.78
44604	CPR TECHNOLOGY	HITECH HEADSET W/PTT	503.231700.	-10.70
	CPR TECHNOLOGY		50300090.531000.	136.55
44605	DELL MARKETING LP	15" LAPTOP SCREEN	50300090.535000.	271.24
44606	DEX MEDIA INC	YELLOW PAGE AD	42047267.544000.	38.00
44607	DICKS TOWING INC	POLICE IMPOUND EVIDENCE	00103222.541000.	43.44
44608	DUNLAP INDUSTRIAL	6' FIBERGLASS STEP LADDER	50200050.531000.	122.66
44609	E&E LUMBER INC	PAINT ROLLER, CAULK GUN, DAP	00112572.531000.	28.36
	E&E LUMBER INC		50200050.531000.	28.37

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/10/2008 TO 1/16/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
44610	ELLSWORTH, ANTHONY & JANICE	UB 760096200001 6812 58TH ST N	401.122110.	24.44
44611	EVERETT MUNICIPAL COURT	MEZA, THOMAS	001.229050.	500.00
44612	EVERGREEN SECURITY SYSTEMS	DAILY COMM TEST FOR FIRE ALARM	00101250.549000.	134.00
44613	EXIDE	BATTERIES	501.141100.	304.24
44614	FEDEX	PACKAGE SENT	10110564.531000.	15.38
44615	FIRE PROTECTION,INC	REPLACE SPRINKLER SYSTEM ACC	00112572.548000.	957.51
44616	GRANDVIEW INC	UB 651070200000 10702 59TH AVE	401.122110.	81.62
44617	GRANDVIEW MANAGEMENT SVS LLC	UB 235318100000 5318 108TH ST	401.122110.	130.60
44618	HD FOWLER COMPANY	POLYMER LIDS W/WINDOWS	401.141400.	187.38
	HD FOWLER COMPANY	METER VALVE & ADAPTER	401.141400.	276.73
	HD FOWLER COMPANY	MISC PARTS	401.141400.	324.06
	HD FOWLER COMPANY		401.141400.	991.13
	HD FOWLER COMPANY		401.141400.	1,017.57
	HD FOWLER COMPANY	POLYMER LIDS W/WINDOWS	401.141400.	1,686.42
44619	WILLIAM HOLM	REFUND SECURITY DEPOSIT	001.239100.	200.00
44620	HSBC BUSINESS SOLUTIONS	FUNGICIDE	42047165.531930.	930.83
44621	IOS CAPITAL	COPIER RENTAL	00102020.545000.	45.22
	IOS CAPITAL		00102020.545000.	119.14
	IOS CAPITAL		00104190.545000.	78.50
	IOS CAPITAL		00105380.545000.	4.13
	IOS CAPITAL		40143410.545000.	119.13
	IOS CAPITAL		40143410.545000.	703.29
44622	LEONA JACOBSON	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
44623	JOHNSON, RICHARD & SHELLY	UB 031490118501 8629 76TH AVE	401.122110.	21.07
44624	HARV JUBIE	RECOVERY CONTRACT #164-WATER	401.253000.	3,672.40
44625	LAKE STEVENS SCHOOL DISTRICT #4	MITIGATION FEES TO L.S.D.12/07	642.237000.	26,456.00
44626	LASTING IMPRESSIONS INC	08 B-BALL LEAGUE TEES	00105120.531040.	4,931.33
44627	DEPT OF LICENSING	BACKSTROM, JESSICA (ORIG)	001.237020.	18.00
	DEPT OF LICENSING	BUCHANAN, ROBERT (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	DUARTE, ANGEL (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	JOHNSON, DENNIS (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	JOHNSON, JOHN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	KELLER, GEORGE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MEISTER, DAVID (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	SAWYER, VINCENT (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SNYDER, MICHAEL (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	WATSON, RICHARD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BLACKWOOD, KENNETH (LT RENEWA	001.237020.	21.00
44628	LOOMIS	ARMORED CAR SERVICES	00100050.541000.	386.33
	LOOMIS		00102020.541000.	193.17
	LOOMIS		00103010.541000.	386.33
	LOOMIS		00143523.541000.	386.33
	LOOMIS		40143410.541000.	193.17
	LOOMIS		42047061.541000.	77.25
44629	MARYSVILLE AWARDS	NAMEPLATES FOR POLICE ADMIN	00103010.531000.	22.03
	MARYSVILLE AWARDS		00103960.531000.	11.93
44630	MARYSVILLE GLOBE	ENG AIDE AD	00100020.544000.	81.05
	MARYSVILLE GLOBE	FIN ANALYST AD	00101023.544000.	68.90
44631	MARYSVILLE PRINTING	FLYERS, TICKETS	00105120.531050.	494.56
44632	MARYSVILLE SCHOOL DISTRICT #25	MMS CAFETERIA RENTAL DEC 07	00105120.531091.	127.56
44633	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES FOR 12/07	642.237000.	28,114.00
44634	CITY OF MARYSVILLE	WTR/SWR/GRB/STR WTR@1015 STATE	00101250.547000.	543.80
	CITY OF MARYSVILLE	WATER @ 1049 STATE AVE	00103530.547000.	59.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/10/2008 TO 1/16/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
44634	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1049 STATE AVE	00103530.547000.	530.90
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 514 DELTA AVE	00105250.547000.	471.80
	CITY OF MARYSVILLE	WATER @ 3RD & STATE	00105380.547000.	23.20
	CITY OF MARYSVILLE	WATER @ 4TH AND I-5 IRR	00105380.547000.	45.40
	CITY OF MARYSVILLE	WTR @ TUSCAN RIDGE IRR	00105380.547000.	82.30
	CITY OF MARYSVILLE	WTR/SWR @ 514 DELTA AVE	00105380.547000.	87.00
	CITY OF MARYSVILLE	WTR/SWR @ 1050 COLUMBIA	00105380.547000.	94.40
	CITY OF MARYSVILLE	WATER @ 1ST AND STATE	00105380.547000.	127.00
	CITY OF MARYSVILLE	GRB @ 80 COLUMBIA	10110130.547000.	444.00
	CITY OF MARYSVILLE	WATER @ 80 COLUMBIA	40142480.547000.	1,116.40
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 80 COLUMBIA	40142480.547000.	1,196.80
	CITY OF MARYSVILLE	WTR/SWR @ 80 COLUMBIA	40143780.547000.	146.10
	CITY OF MARYSVILLE	GRB @ 80 COLUMBIA	50100065.547000.	580.00
44635	MCLOUGHLIN & EARDLEY CORP	REPLACEMENT STROBE BULB	501.141100.	82.68
	MCLOUGHLIN & EARDLEY CORP	LIGHTBAR STROBE LIGHT	501.141100.	211.04
	MCLOUGHLIN & EARDLEY CORP		501.231700.	-16.54
	MCLOUGHLIN & EARDLEY CORP	REPLACEMENT STROBE BULB	501.231700.	-6.48
44636	MEMORY4LESS	MEMORY REPLACEMENTS	50300090.535000.	1,731.95
44637	MICROFLEX INC	TAX AUDIT PROGRAM 12/07	00101023.541000.	106.58
	MICROFLEX INC	TAXTOOLS SALES TAX CONVERSION	00101023.541000.	300.00
44638	TARA MIZELL	REIMB AIRLINE TICKET TO CA	00105120.543000.	348.00
44639	NABER, JUDI	UB 151230000000 4408 127TH PL	401.122110.	22.27
44640	NELSON PETROLEUM	ENGINE OIL	42047165.548000.	659.84
44641	OFFICE DEPOT	OFFICE SUPPLIES	00100110.549000.	2.06
	OFFICE DEPOT		00100110.549000.	32.72
	OFFICE DEPOT		00100310.549000.	9.88
	OFFICE DEPOT		00100310.549000.	70.44
	OFFICE DEPOT	ENVELOPES, PAPER	00101130.531000.	47.81
	OFFICE DEPOT	CREDIT FOR 08 PLANNER	00105120.531000.	-21.97
	OFFICE DEPOT	08 PLANNER	00105120.531000.	21.97
	OFFICE DEPOT	CANON CARTRIDGE	00143523.531000.	103.98
	OFFICE DEPOT	HP CARTRIDGE	00143523.531000.	145.64
	OFFICE DEPOT	LOCKING FILE CABINET	42047267.531000.	76.38
44642	PACIFIC POWER PRODUCTS	NOZZLES	42047165.548000.	103.72
	PACIFIC POWER PRODUCTS	LIFT ASSY ACTUATOR	42047165.548000.	705.25
44643	THE PARTS STORE	FOG LAMP	501.141100.	4.88
	THE PARTS STORE	WIPER BLADES AND BULBS	501.141100.	111.89
44644	PELZER GOLF SUPPLIES	WINN-EXCEL RF OVERSIZE 7715W	420.141100.	178.23
44645	PETROCARD SYSTEMS INC	FUEL CONSUMED- STREETS	10111230.532000.	1,814.53
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPERATIONS	40143880.532000.	3,203.33
	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG SURFACE WTR	40145040.532000.	68.68
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPERATIONS	41046060.532000.	3,605.04
44646	POSITIVE PROMOTIONS INC	BREAKAWAY LANYARDS	001.231700.	-12.11
	POSITIVE PROMOTIONS INC		00103630.531010.	154.56
44647	PUBLIC FINANCE INC.	LID ADMINISTRATION	00100011.549000.	107.96
	PUBLIC FINANCE INC.		45000085.549000.	971.61
44648	PUBLIC SAFETY TESTING INC	QRTLTY SUBSCRIPTION FEES	00100490.541000.	765.00
44649	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 258-014-292-1	00105380.547000.	22.51
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 258-010-895-5	00105380.547000.	23.11
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 670-001-300-3	10110463.547000.	10,068.81
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 345-002-250-8	10110564.547000.	70.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 295-001-624-2	40140180.547000.	281.37
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-786-2	40142280.547000.	1,138.78

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/10/2008 TO 1/16/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
44650	PUGET SOUND ENERGY	ACCT 753-901-800-7	00100010.547000.	1,858.07
	PUGET SOUND ENERGY	835-819-211-3	00101250.547000.	457.21
	PUGET SOUND ENERGY	ACCT 549-775-008-2 CITY HALL	00103530.547000.	637.12
	PUGET SOUND ENERGY	ACCT 616-190-400-5	00105250.547000.	70.60
	PUGET SOUND ENERGY	ACCT 922-456-500-3	40143780.547000.	189.28
	PUGET SOUND ENERGY	ACCT 435-851-700-3	40143780.547000.	1,533.13
	PUGET SOUND ENERGY	ACCT.# 433-744-264-6	42047267.547000.	121.63
44651	PUGET SOUND SECURITY	LOCKS FOR EQUIP LOCKERS	00103222.531000.	32.52
44652	WA RECREATION & PARK ASSOC	REG FOR 08 WRPA CONFERENCE	00105120.543000.	10.00
	WA RECREATION & PARK ASSOC		00105120.543000.	275.00
44653	RESIDENTIAL MANAGEMENT	UB 980340600000 3406 69TH AVE	401.122130.	122.57
44654	WASHINGTON STATE DEPARTMENT OF	4TH ATR LEASEHOLD TAX 2007	001.237050.	1,927.91
44655	JAMES & SHARON SCHOONOVER	REBATE-WTR/SWR CONSERVATION	40143410.549070.	50.00
44656	LYNN SCHROEDER	REIMB FOR REFRESHMENTS	00100110.549000.	30.65
	LYNN SCHROEDER		00100310.549000.	104.09
44657	SEATTLE TIMES, THE	ELECTRICAL INSP AD - CD	00102020.544000.	1,041.05
	SEATTLE TIMES, THE	ASSOCIATE ENG III AD - CD	00102020.544000.	1,091.93
44658	SNOHOMISH COUNTY CORRECTIONS	JAIL SERVICES FOR DEC 2007	00103960.551000.	65,733.25
44659	SNOHOMISH COUNTY TOMORROW	2008 MEMBERSHIP DUES	00100090.549000.	12,855.00
44660	SONITROL	MONITORING JAN 2008	00100010.541000.	85.00
	SONITROL		00100010.541000.	98.00
	SONITROL		00103530.541000.	115.00
	SONITROL		00103530.541000.	165.00
	SONITROL		00105250.541000.	120.00
	SONITROL		00105380.541000.	111.00
	SONITROL		40142480.541000.	98.00
	SONITROL		40142480.541000.	109.00
	SONITROL		40142480.541000.	109.00
	SONITROL		40143410.541000.	79.00
	SONITROL		40143410.541000.	112.00
	SONITROL		40143410.541000.	165.00
44661	SOUND SAFETY PRODUCTS CO INC	RETURNS FROM INV 2280292-03	501.141100.	-195.37
	SOUND SAFETY PRODUCTS CO INC	2 ORANGE SWEATSHIRTS	501.141100.	37.79
	SOUND SAFETY PRODUCTS CO INC	3 ORANGE SWEATSHIRTS	501.141100.	53.92
	SOUND SAFETY PRODUCTS CO INC	2 ORANGE JACKETS	501.141100.	148.78
	SOUND SAFETY PRODUCTS CO INC	BIBS, JACKET AND ORANGE JCKT	501.141100.	195.37
44662	SUBURBAN PROPANE	PROPANE HEATING	42047165.547000.	1,118.24
44663	TORO NSN	NSN IRRIGATION LEASE	42047165.531920.	199.00
44664	TRAVIS PIKE	REIMB FOR PANTS	00105380.526000.	88.94
44665	UNITED PIPE & SUPPLY	SAMPLING STATION PARTS	40140780.531000.	55.72
44666	VERIZON NORTHWEST	POLE BLDG	00103222.542000.	158.68
	VERIZON NORTHWEST	ACCT.# 03 0211 1004696094 01	00104000.542000.	35.00
	VERIZON NORTHWEST	ACCT 100664011800	00104000.542000.	85.50
	VERIZON NORTHWEST	ACCT 03 0275 1027463801 05	00104000.542000.	102.52
	VERIZON NORTHWEST	ACCT 109367558610	10110564.547000.	48.91
	VERIZON NORTHWEST	ACCT 107567892708	10110564.547000.	51.54
	VERIZON NORTHWEST	ACCT 103957234007	40142480.542000.	51.38
44667	WASHINGTON STATE TREASURER	FORFEITED-STATE PORTION	643.213400.	282.70
44668	WA ASSOC OF BUILDING OFFICIALS	JOB POSTING ELEC INSPECTOR	00102020.544000.	50.00
44669	WSU PESTICIDE EDUCATION	REGISTRATION FOR KEEFE	10111160.549000.	183.42
	WSU PESTICIDE EDUCATION	REGISTRATION FOR MILLER	10111160.549000.	183.42
44670	WASTE MANAGEMENT NORTHWEST	COMMERCIAL COLLECTION	42047267.547000.	51.24
44671	WELCOME COMMUNICATIONS	REPLACEMENT FLASIIILIGHT	00103222.531000.	109.88

DATE: 1/15/2008  
TIME: 9:35:37AM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 1/10/2008 TO 1/16/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
44672	WELLNESS COUNCILS OF AMERICA	2008 MEMBERSHIP DUES	00100310.549011.	365.00
44673	WILSON, MICHAEL T	UB 761267000000 7009 62ND PL N	401.122110.	26.33
44674	WMCA	WMCA CONFERENCE REGISTRATION	00101130.549000.	300.00
44675	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	00105380.531000.	80.39
<b>WARRANT TOTAL:</b>				<b><u>313,512.55</u></b>
<b>LESS VOID</b>				
		CHECK # 44379		(930.00)
				<b><u>312,582.55</u></b>

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2007**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the January 18, 2008 payroll in the amount \$656,144.39 Check No.'s 19067 through 19126.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2008**

AGENDA ITEM: Resolution Accepting Gift from HomeStreet Bank of Marysville	AGENDA SECTION:	
PREPARED BY:  Jim Ballew – Director of Parks and Recreation	AGENDA NUMBER:	
ATTACHMENTS: Resolution	APPROVED BY: J. Ballew	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$3000	

**Summary:**

HomeStreet Bank of Marysville has contributed \$3,000 towards the purchase of a community drinking fountain for the Kiwanis park site. The drinking fountain is designed to cater to both park patrons and pets.

**RECOMMENDED ACTION:**

Staff recommends the City Council accept the gift of \$3,000 from HomeStreet Bank through the attached Resolution.

**COUNCIL ACTION:**

CITY OF MARYSVILLE  
Marysville, Washington

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

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE  
ACCEPTANCE OF A GIFT SUBJECT TO CONDITIONS.

WHEREAS, HomeStreet Bank of Marysville have made a significant contribution towards the City of Marysville Parks and Recreation Department; and

WHEREAS, said gift was given by HomeStreet Bank for the purpose of providing three thousand and no/100ths (\$3,000.00) dollars for a community drinking fountain to be located at Kiwanis Park; and

WHEREAS, The Marysville City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donor's intent.

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

The City of Marysville hereby gratefully accepts the gift from HomeStreet Bank subject to the conditions, if any, under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of January, 2008

CITY OF MARYSVILLE

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

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, City Clerk

Approved as to form:

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

RESOLUTION – HomeStreet Bank Funds

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:     January 28, 2008**

<b>AGENDA ITEM:</b> Utility Construction Agreement with WSDOT for reimbursement on costs associated with the planned SR528 water main replacement project from Interstate 5 to State Ave	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Jeff Laycock	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Utility Construction Agreement including associated attachments (2 copies), Letter from WSDOT describing Agreement	<b>APPROVED BY:</b> 	
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">MAYOR</td> <td style="width: 50%; text-align: center;">CAO</td> </tr> </table>	MAYOR
MAYOR	CAO	
<b>BUDGET CODE:</b> 40220594.563000, W0802	<b>AMOUNT:</b> \$127,265.17	

This agenda item is in connection with the agenda items for the Detour Agreement with WSDOT also included for this Council Meeting.

Attached to this agenda is a **Utility Construction Agreement** with WSDOT as part of the SR528 reconstruction and overlay project from Interstate 5 to State Ave. WSDOT plans on reconstructing portions of SR528, excavating to 1.6' and replacing the material with layers of crushed rock and asphalt pavement; and overlaying the surface from just west of Interstate 5 to State Ave.

In addition to this project, the City plans on replacing the water main along SR528. The existing 6-inch cast iron water main, east of Beach Ave, was constructed in 1954. The existing 12-inch cast iron water main, west of Beach Ave, was constructed in 1970. The water main is undersized, aging and is a potential concern due to the brittle nature of cast iron. Furthermore, the existing water main lies at less than minimum depth which also poses a risk during construction activities.

WSDOT will be the lead agency on the project responsible for bidding and construction. The Utility Construction Agreement simply states that the City will reimburse WSDOT for the costs associated with City's portion of work on the project. WSDOT has requested an advance payment amount of \$127,265.17 as part of this agreement. Total project cost is estimated at \$850,000.

**RECOMMENDED ACTION:**

**Staff recommends that the Council authorize the mayor to sign the Utility Construction Agreement with WSDOT for the SR528 project from Interstate 5 to State Ave in the amount of \$127,265.17 as advance payment.**

**COUNCIL ACTION:**

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<p align="center"><b>Utility Construction Agreement</b></p> <p align="center">Work by State - Actual Cost</p>		Organization and Address	
		City of Marysville 80 Columbia Avenue Marysville, Washington 98270	
Agreement Number	State Route Number	Section / Location	
<b>01281</b>	528	SR 528 I-5 to SR 529 vic paving	
Control Section Number	Region	Advance Payment Amount	
	Northwest Region	\$ 127,265.17	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47 RCW, (hereinafter the "STATE") and the above named organization, (hereinafter the "UTILITY").

WHEREAS, the STATE is planning the construction or improvement of the state route as shown above, and in connection therewith it is necessary to remove and/or relocate or construct certain UTILITY facilities as set forth in the attached plans, and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the necessary items of work for relocating and/or constructing the UTILITY's facilities in the STATE's construction contract, and

WHEREAS, the STATE is obligated for the relocation of facilities where the UTILITY has a compensable interest in its facilities and right-of-way by virtue of being located on easements or UTILITY owned right-of-way, the UTILITY is obligated to reimburse the STATE for any relocation costs required for facilities not on easements or UTILITY owned right-of-way.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I  
GENERAL**

Federal-aid Policy Guide - 23 CFR 645A, Subpart A, and amendments thereto, determine and establish the definitions and applicable standards for this AGREEMENT and payment hereunder, and by this reference are incorporated hereby and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

The STATE, as agent acting for an on behalf of the UTILITY, agrees to do the work in removing, relocating, and/or constructing the UTILITY facilities in accordance and described in the specifications marked Exhibit "A" and plans marked Exhibit "C" attached hereto, and by this reference made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The STATE will incorporate the plans and specifications into the STATE's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The UTILITY hereby approves the plans and specifications for the described work as shown on Exhibits "A" and "C".

The UTILITY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the UTILITY. All contact between said inspector and the STATE's contractor shall be through the STATE's representatives.

The UTILITY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

If a letter of acceptance is not received by the STATE within 90 days following completion of the work, the work will be considered accepted by the UTILITY and shall release the STATE from all future claims and demands of any nature resulting from the performance of the work under this AGREEMENT.

The UTILITY may withhold this acceptance of work by submitting written notification to the STATE within the 90 day period. This notification shall include the reasons for withholding the acceptance.

**II  
PAYMENT**

An itemized estimate of cost for work to be performed by the STATE marked Exhibit "B" is attached hereto, and by this reference made a part of this AGREEMENT.

The UTILITY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for the actual direct and related indirect cost of all work which is the financial responsibility of the UTILITY as defined in Exhibits "A" and "B".

Partial payments shall be made by the UTILITY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment.

The UTILITY agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

The UTILITY agrees to pay the STATE the "Advance Payment Amount" stated above within 20 days after the STATE submits its first partial payment request to the UTILITY. The advance payment represents approximately fifteen (15) percent of the estimate of cost for which the UTILITY is responsible, and covers costs incurred by the STATE in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

**III  
EXTRA WORK**

In the event unforeseen conditions require an increase in the UTILITY's cost obligation of 25 percent or more from that agreed to on Exhibit "B", this AGREEMENT will be modified by supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the UTILITY prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by written modification, change order, or extra work order approved by the UTILITY.

**IV  
SALVAGE**

All materials removed by the STATE shall be reclaimed or disposed of by the STATE and shall become the property of the STATE. If the UTILITY desires to retain these materials, and the STATE concurs, the UTILITY shall reimburse the STATE an amount not less than that required by the Federal-aid Policy Guide - 23 CFR 645A, Subpart A.

**V  
BETTERMENTS**

If adjustment of the UTILITY's facilities does constitute a betterment as defined in Federal-aid Policy Guide - 23 CFR 645A, Subpart A, the betterment credit will be included in the estimate of cost.

**VI  
ACCRUED DEPRECIATION**

If adjustment of the UTILITY'S facilities does involve a credit due for the accrued depreciation of the facility being replaced, this value will be included in the estimate of cost.

**VII  
COMPLIANCE**

The UTILITY agrees to comply with all applicable requirements of the STATE which shall be in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

**VIII  
RIGHT OF ENTRY**

The UTILITY hereby grants and conveys to the STATE the right of entry upon all land which the UTILITY has interest, within the right-of-way of the highway, for the purpose of improving and/or constructing said highway.

As noted in Exhibit "A" the UTILITY will, after relocation and/or adjustment of their facilities, execute and deliver to the STATE a quit claim deed removing all UTILITY interests from within the STATE's right-of-way. Upon completion of the work outlined herein, all future operation and maintenance of the UTILITY's facilities shall be at the sole cost of the UTILITY and without expense to the STATE.

**IX  
EASEMENT, PERMIT, OR FRANCHISE**

The STATE will issue the UTILITY an easement, permit, or franchise, as provided in Exhibit "A", for those UTILITY facilities which remain on or cross the STATE's right-of-way following completion of the work outlined herein.

**X  
LEGAL RELATIONS**

The UTILITY shall indemnify and hold the STATE and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the UTILITY's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers.

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

**UTILITY**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

Title \_\_\_\_\_

**Agreement # 01281**

**UT01281 EXHIBIT "A"  
CONSTRUCTION AGREEMENT  
WORK BY STATE, ACTUAL COST  
SPECIFICATIONS & SPECIAL CONSIDERATIONS**

The work proposed under this Agreement contemplates the installation of waterlines and catch basin improvement owned by City of Marysville, hereinafter referred to as the UTILITY, located on STATE owned right of way, as a part of the STATE's construction project SR 528/I-5 to SR 529 Vic Paving.

**SCOPE OF WORK**

The STATE's contractor will install 12" water main buried with 42"- 60"cover beginning at STA 9+75, 21'L and continuing to STA 43+38, 26'L and improves two catch basins at STA 35+85,27.4'L and at STA 35+26,12.0' R as shown on Exhibit "C".

**Exhibit "B" Sheets 1of 1:** Cost Estimate

**Exhibit "C" Sheets 1 to 3:** SR 528 Water main replacement water main plan.

**FINANCIAL RESPONSIBILITY**

The UTILITY shall be financially responsible for the 100% of the direct and related indirect costs for constructing the 12" water line and catch basin improvement within the STATE's project as shown on Exhibit" B". In the event that the relocation of other utilities is required due to the installation of the UTILITY's 12" water line and catch basin improvement, the UTILITY will be financially responsible for all direct and indirect costs associated with the relocation(s).

For any delay as the result of the 12" water line installation and catch basin improvement, the UTILITY bears the full responsibility for any and all construction delays and claims. In the case whereby unexpected conflicts of existing or proposed utilities arise during the construction of the project as a result of the water line installation and catch basin improvement, the UTILITY bears the full responsibility of all costs associated with relocating those utilities, modifying the design, construction delay and claims. The UTILITY bears the full responsibility for all costs and liabilities of redesigning the water line and catch basin improvement to comply to the unknown conditions that are encountered.

In the case whereby any hazardous materials are encountered during the construction of the 12" water line, the UTILITY is responsible for all costs associated with handling, removal and treatment of the hazardous material.

In the event of unforeseen conditions which require an increased level of effort by the construction office, the Agreement will be modified by a written supplemental Agreement.

**SALVAGE**

The adjustment and/or construction of the UTILITY's facilities, as required herein, does not include salvage as defined in the Federal Aid Policy Guide-23 CFR 645A, Subpart A, as the cost to dispose of materials equals the value of any recoverable or reusable materials.

**ACCOUNTING**

The UTILITY in consideration of the faithful performance of the work to be done by the STATE, agrees to pay the STATE the actual direct and indirect related costs accumulated in accordance with a work order accounting procedure prescribed by the State of Washington in its uniform system of accounts.

**FRANCHISE/PERMIT**

The UTILITY needs to apply for Franchise for the water line to be placed within the STATE project limited access area.

**Communication protocol**

The UTILITY shall provide inspectors, for all work described in Exhibit A, Exhibit B and Exhibit C. The UTILITY inspector shall communicate any concerns regarding the 12" water line installation to the STATE inspector/project engineer. The STATE inspector alone will be responsible for all communication with the Contractor. The Contractor shall communicate any necessary directions or observations to the STATE construction office. The UTILITY bears the full and total cost associated with the inspector and his inspection.

The UTILITY shall provide technical assistance for their design during the course of the project. The UTILITY shall provide on call service which includes responding to requests for information and providing design clarification, design and redesign services.

The UTILITY shall be responsible for timely submittal of redesign plans and estimates in change order form to STATE's Engineer.

The UTILITY shall provide a contact list to the STATE's project engineer. The contact list is to include contact names and 24 hours on call phone numbers. There shall be minimum of 3 contact names, any and all shall have an authority to act in the name of City of Marysville and obligate City of Marysville as necessary.

### **Termination Clause**

Neither the STATE nor the UTILITY may terminate this AGREEMENT without the concurrence of the other PARTY. Termination shall be in writing and signed by both PARTIES. If this AGREEMENT is so terminated prior to the fulfillment of the terms stated herein, the STATE shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date termination, as well as the cost of non-cancelable obligations.

**City of Marysville  
SR528 Water Main Replacement  
Engineer's Estimate**

**WSDOT**

**Standard Bid**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>		<b>Engineer's Estimate</b>	
0001	Mobilization (8%)	1	LS	\$49,000.00	\$49,000.00
0260	Hazardous Material Handling and Disposal	1	FA	\$10,000.00	\$10,000.00
7007	Shoring or Extra Excavation Cl. B	1	LS	\$20,000.00	\$20,000.00
6971	Project Temporary Traffic Control	1	LS	\$80,000.00	\$80,000.00
3869	Ductile Iron Pipe for Water Main 12 In. Diam.	1440	LF	\$115.00	\$165,600.00
3867	Ductile Iron Pipe for Water Main 8 In. Diam.	550	LF	\$90.00	\$49,500.00
6160	Gate Valve 8 In.	2	EA	\$2,000.00	\$4,000.00
6165	Gate Valve 12 In.	8	EA	\$3,500.00	\$28,000.00
3858	Service Connection	13	EA	\$1,500.00	\$19,500.00
3837	Comb. Air Release/Air Vacuum Valve Assembly 2 In.	2	EA	\$4,000.00	\$8,000.00
3838	Blowoff Assembly	2	EA	\$2,000.00	\$4,000.00
3846	Hydrant Assembly	3	EA	\$6,500.00	\$19,500.00
	Connection to Existing	6	EA	\$7,000.00	\$42,000.00
3091	Catch Basin Type 1	1	EA	\$2,000.00	\$2,000.00
3109	Catch Basin Type 2 60 In. Diam.	1	EA	\$6,000.00	\$6,000.00
	Storm Sewer 8 In. Diam.	25	LF	\$90.00	\$2,250.00
	Abandon Existing Storm Drain Manhole	2	EA	\$2,500.00	\$5,000.00
3806	Extra Trench Excavation	100	CY	\$25.00	\$2,500.00
3810	Removal and Replacement of Unsuitable Material	50	CY	\$50.00	\$2,500.00
3815	Bank Run Gravel for Trench Backfill	1200	CY	\$35.00	\$42,000.00
5095	Crushed Surfacing Base Course	110	CY	\$60.00	\$6,600.00
5767	HMA CL. 1/2", PG 64-22	450	TN	\$125.00	\$56,250.00
7006	Structure Excavation Class B Incl. Haul	30	CY	\$35.00	\$1,050.00
	Water Line Casing Under Railroad	1	LS	\$35,000.00	\$35,000.00
	<b>Subtotal</b>				<b>\$660,250.00</b>
	<b>WSST (8.9%)</b>				<b>\$58,762.25</b>
	<b>Construction Total</b>				<b>\$719,012.25</b>

WSDOT Inclusions

Construction Engineering	14%	\$100,661.72
Contingencies	4%	\$28,760.49
<b>Project Total</b>		<b>\$848,434.46</b>

**EXHIBIT "B"**

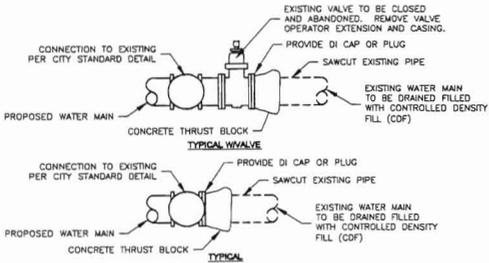
### WATER MAIN LEGEND

—#—	EXISTING WATER MAIN	—#—	PROPOSED WATER MAIN
⊕	EXISTING WATER VALVE	—#—	PROPOSED WATER SERVICE
⊕	EXISTING WATER METER	—#—	PROPOSED WATER FITTINGS
⊕	EXISTING HYDRANT	—#—	PROPOSED WATER VALVE
⊕	EXISTING WATER MAIN TO BE ABANDONED	—#—	PROPOSED HYDRANT
		—#—	PROPOSED THRUST BLOCK

\*SEE WSDOT PLANS FOR ADDITIONAL LEGEND ITEMS.

### WATER MAIN CONSTRUCTION NOTES

1. ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH CITY OF MARYSVILLE STANDARDS AND THE MOST CURRENT COPY OF THE WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE OR HAVE LOCATED BY THE APPROPRIATE COMPANIES ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
3. WATER MAIN PIPE SHALL BE DUCTILE IRON PIPE STANDARD THICKNESS CLASS 52 CEMENT-LINED AND SHALL CONFORM TO ANSI/AWWA C151/A21.51.
4. GATE VALVES SHALL BE RESILIENT WEDGE, NRS (NON RISING STEM) WITH O-RING SEALS. VALVES SHALL CONFORM TO AWWA 509-80. VALVES SHALL BE MUELLER, MAM, CLOW R/W OR WATEROUS SERIES 500.
5. FITTINGS SHALL BE DUCTILE IRON SHORT BODY COMPACT CONFORMING TO AWWA C110, C11 AND C153 AND SHALL BE CEMENT-MORTAR LINED CONFORMING TO AWWA C104.
6. FIRE HYDRANTS SHALL CONFORM TO AWWA C501 AND SHALL BE OF STANDARD MANUFACTURE AND OF A PATTERN APPROVED BY THE CITY OF MARYSVILLE. WITH STURIZ 6" QUARTER TURN FITTING. HYDRANTS SHALL BE MAM RELIANT STYLE 929 OR WUELLER A-423 (M.J.). HYDRANTS SHALL BE BAGGED UNTIL THE SYSTEM IS APPROVED.
7. CONTRACTOR SHALL FIELD LOCATE BLOWOFF ASSEMBLIES AND AIR RELEASE/VACUUM ASSEMBLIES AS NECESSARY DURING CONSTRUCTION. COORDINATE LOCATION WITH ENGINEER.
8. CONTRACTOR SHALL REPLACE CONCRETE SIDEWALK, RAMPS, CURB AND GUTTER (IN PANELS OR SECTIONS) WHERE WATER MAIN, HYDRANTS AND SERVICE CONNECTIONS TRENCH THROUGH THESE STRUCTURES. THE COST FOR THIS WORK SHALL BE INCLUSIVE TO THE BID ITEM FOR THE WORK INDICATED.
9. CONTRACTOR SHALL CONSTRUCT WATER SERVICES AT SUFFICIENT DEPTH SUCH THAT ROADWAY RECONSTRUCTION ALONG SR528 WILL NOT DAMAGE SERVICE LINE. ALL COSTS DUE TO DAMAGES WILL BE INCURRED BY THE CONTRACTOR.
10. SEE SPECIFICATIONS REGARDING ABANDONMENT OF EXISTING WATER MAIN. SEE DETAIL THIS SHEET.
11. CONTRACTOR SHALL POTHOLE AND LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION AND MAKE ADJUSTMENTS TO GRADE AS NECESSARY TO AVOID CONFLICTS AND MINIMIZE VERTICAL BENDS. CONTRACTOR SHALL MAINTAIN SEPARATION REQUIREMENTS BETWEEN EXISTING UTILITIES PER CITY STANDARDS, 18" AT SEWER, 12" AT GAS, 6" AT OTHER UTILITIES, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. WHERE DIRECTED BY THE ENGINEER, FOAM SHALL BE PLACED BETWEEN EXISTING UTILITIES. WHERE DIRECTED BY THE ENGINEER AND MINIMUM COVER WILL NOT BE ACHIEVED, CONTROL DENSITY FILL (CDF) SHALL BE PLACED TO BRIDGE OVER EXISTING UTILITY. CDF WILL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION OF THE WATER MAIN.
12. THE EXISTING 12-INCH WATER MAIN ON SR528 IS A SUPPLY LINE FEEDING WEST MARYSVILLE, WEST OF INTERSTATE 5. IT IS INTENDED FOR THIS PROJECT THAT THIS MAIN BE KEPT LIVE AT ALL TIMES. IT IS PROPOSED THAT THE CONTRACTOR USE WET TAPS FOR CONNECTIONS TO THIS EXISTING SUPPLY LINE.



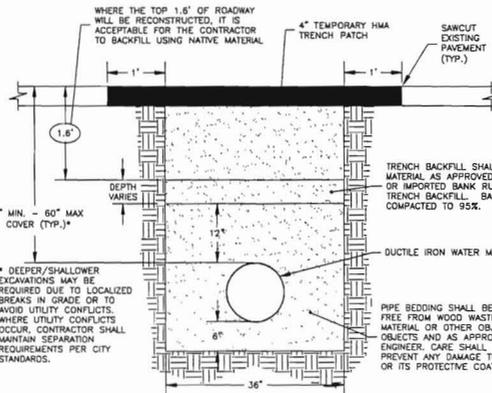
### ABANDONMENT DETAIL

NOT TO SCALE



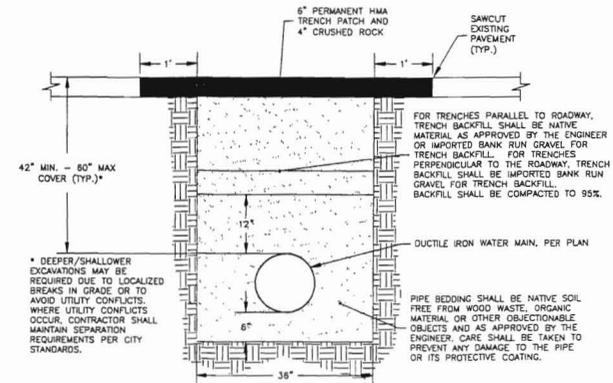
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ELEVATION DATUM IS NAVD 1988



### TRENCH DETAIL WITHIN WSDOT RECONSTRUCTION AREA

NOT TO SCALE

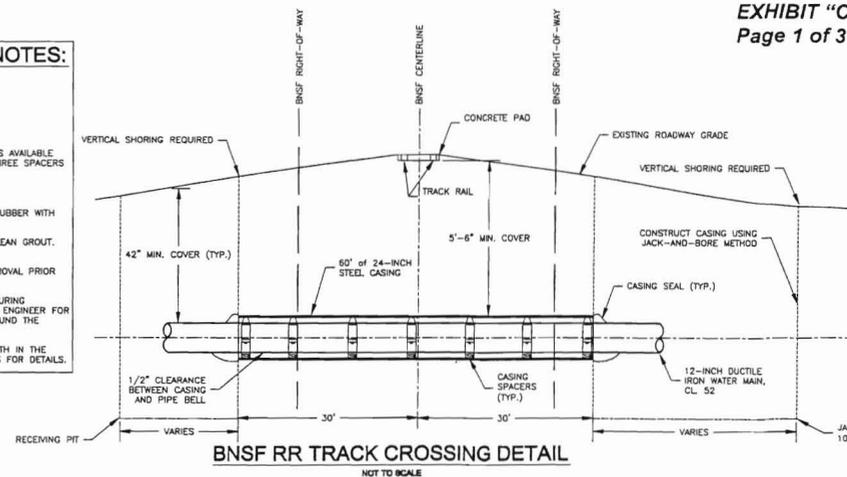


### TRENCH DETAIL OUTSIDE WSDOT RECONSTRUCTION AREA

NOT TO SCALE

### TRACK CROSSING CONSTRUCTION NOTES:

1. STEEL CASING SHALL BE BLACK STEEL PIPE CONFORMING TO ASTM A53.
2. CASING WALL THICKNESS SHALL BE 0.375 INCH.
3. CARRIER PIPE SHALL BE DUCTILE IRON, CLASS 52.
4. CASING SPACERS SHALL BE CASCADE STYLE CCS WITH 8-INCH RUNNERS AS AVAILABLE FROM CASCADE WATERWORKS OR EQUIVALENT VENDOR. INSTALL MINIMUM OF THREE SPACERS PER SECTION OF PIPE.
5. VOID SPACE WITHIN CASING AND CARRIER PIPE SHALL BE FILLED WITH SAND.
6. CASING SEAL SHALL BE A MINIMUM 3/16" THICK, SHEET TYPE SYNTHETIC RUBBER WITH STAINLESS STEEL BANDS.
7. CONTRACTOR SHALL FILL VOID SPACE BETWEEN TUNNEL AND CASING WITH LEAN GROUT. SEE SPECIFICATIONS FOR DETAILS.
8. CONTRACTOR SHALL PROVIDE A SHORING PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL DURING CONSTRUCTION. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. JERSEY BARRIERS SHALL BE PLACED AROUND THE JACKING AND RECEIVING PITS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY THE RULES SET FORTH IN THE AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND BNSF. SEE SPECIFICATIONS FOR DETAILS.



### BNSF RR TRACK CROSSING DETAIL

NOT TO SCALE

EXHIBIT "C"  
Page 1 of 3

REVISIONS	DATE	DESIGN BY: JEFF LAYCOCK, PE	12/18/2007
1.		ENGINEERING CHECKER: PAUL FEDERSPEL	
2.		CONSTRUCTION SUPERVISOR: LOUIE WILSON	
3.		OPERATIONS MANAGER: TERRY HAWLEY	
4.		P.W. SUPERINTENDENT: LARRY LARSON	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ BY \_\_\_\_\_ CITY ENGINEER  
CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS  
**PRELIMINARY**  
ENGINEER'S STAMP

<b>CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT</b> 80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-4100		HOR SCALE 20 VER SCALE N/A DIV. NO. W1 SHEET 1 of 3
<b>SR528 WATER MAIN REPLACEMENT WATER MAIN NOTES AND DETAILS</b>		

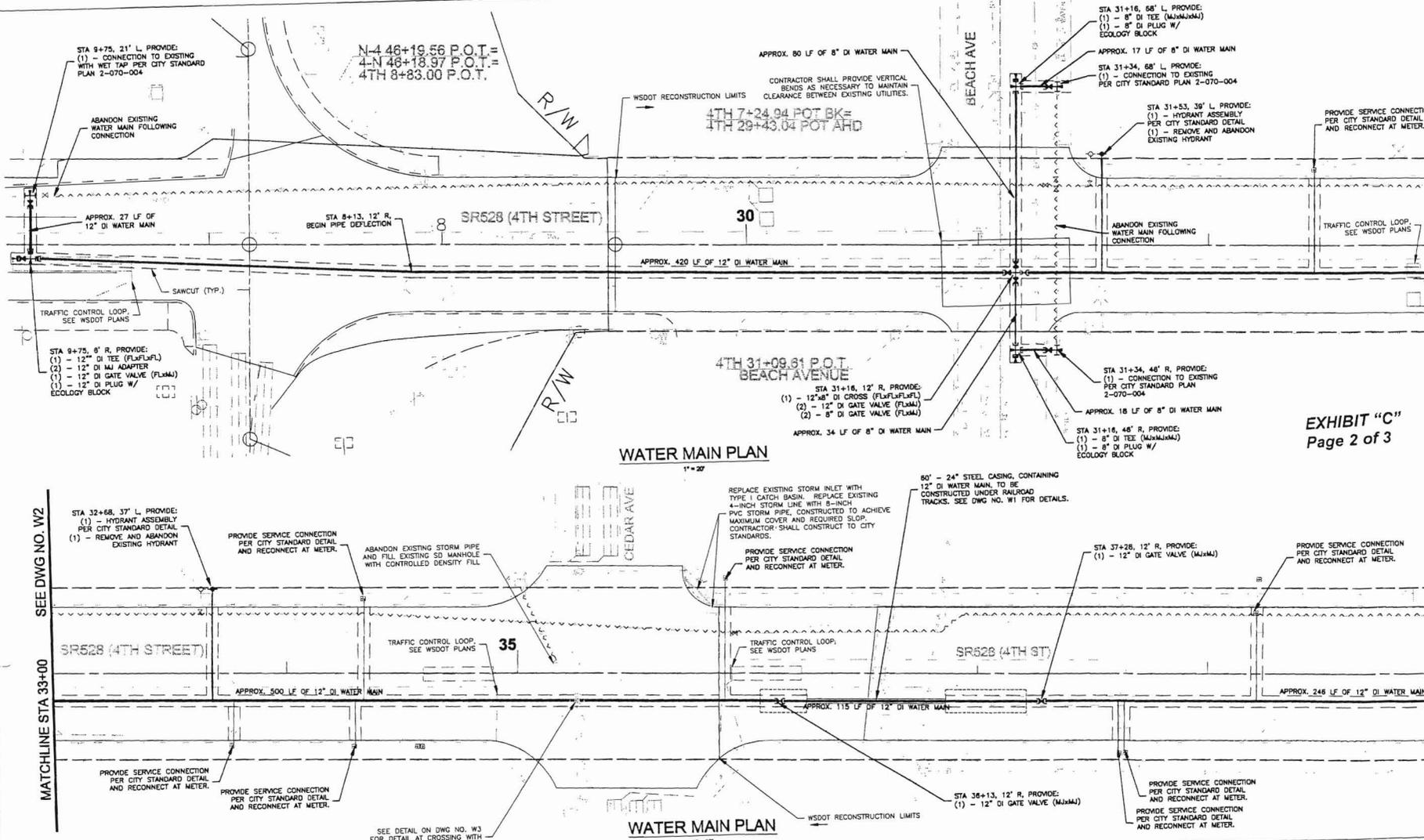
MATCHLINE 33+00

SEE DWG NO. W2

MATCHLINE STA 39+00

SEE DWG NO. W3

EXHIBIT "C"  
Page 2 of 3



WATER MAIN PLAN  
1" = 20'

WATER MAIN PLAN  
1" = 20'

REVISIONS	DATE	DESIGN BY: JEFF LAYCOCK, PE	12/18/2007
1.		ENGINEERING CHECKER: PAUL FEDERSPIEL	
2.		CONSTRUCTION SUPERVISOR: LOUIE WILSON	
3.		OPERATIONS MANAGER: TERRY HAWLEY	
4.		P.W. SUPERINTENDENT: LARRY LARSON	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS DAY OF \_\_\_\_\_ BY \_\_\_\_\_ CITY ENGINEER

**PRELIMINARY**

CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

CITY OF MARYSVILLE  
PUBLIC WORKS DEPARTMENT  
80 COLUMBIA AVE. MARYSVILLE, VA 22670 (540) 963-6100

SR528 WATER MAIN REPLACEMENT  
WATER MAIN PLAN

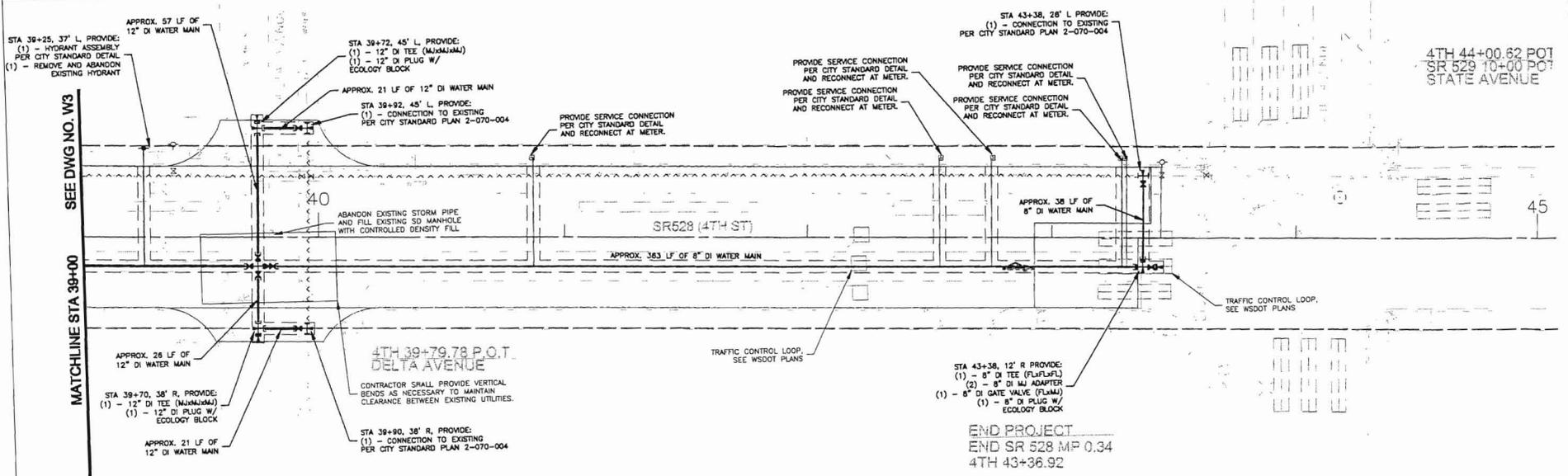
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VER SCALE N/A  
DWG. NO. W2  
SHEET 2 of 3

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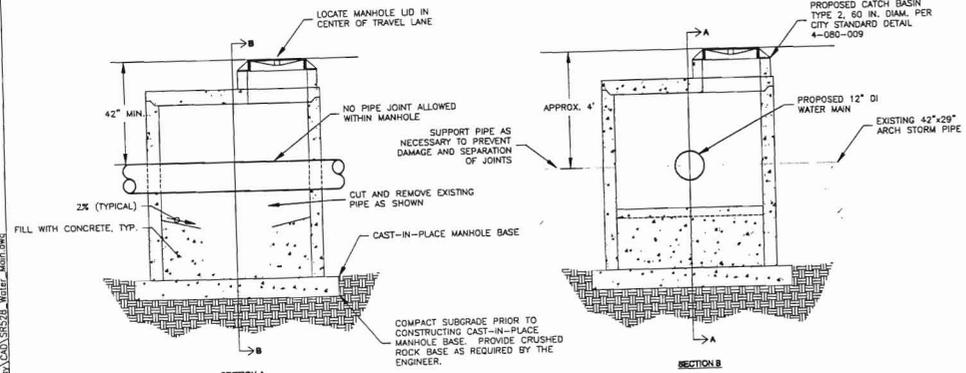


**WATER MAIN PLAN**  
1" = 20'

4TH 44+00.62 P.O.T.  
SR 528 10+00 P.O.T.  
STATE AVENUE

SEE DWG NO. W3  
MATCHLINE STA 39+00

**EXHIBIT "C"**  
Page 3 of 3



**CEDAR AVE STORM CROSSING**  
1" = 20'

REVISIONS	DATE	DESIGN BY: JEFF LAYCOCK, PE	12/18/2007
1.		ENGINEERING CHECKER: PAUL FEDERSPIEL	
2.		CONSTRUCTION SUPERVISOR: LOUIE WILSON	
3.		OPERATIONS MANAGER: TERRY HAWLEY	
4.		P.W. SUPERINTENDENT: LARRY LARSON	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THE DAY OF \_\_\_\_\_ BY \_\_\_\_\_ CITY ENGINEER  
**PRELIMINARY**  
CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS  
ENGINEER'S STAMP

**CITY OF MARYSVILLE**  
**PUBLIC WORKS DEPARTMENT**  
30 COLUMBIA AVE. MARYSVILLE, VA 26070 (304) 353-4100

**SR528 WATER MAIN REPLACEMENT**  
**WATER MAIN PLAN**

HOR SCALE 30  
VER SCALE N/A  
DWG. NO. W3  
SHEET 3 of 3

Marysville  
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ELEVATION DATUM IS NAVD 1988

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:     January 28, 2008**

<b>AGENDA ITEM:</b> Pipeline License from Burlington Northern Santa Fe Railroad for the water main replacement improvements on SR528 from Interstate 5 to State Ave	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Jeff Laycock	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Pipeline License (2 Copies) Vicinity Map Showing Location of BNSF Crossing	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b> 40220594.563000, W0802	<b>AMOUNT:</b> \$1,000	

See Attached.

<b>RECOMMENDED ACTION:</b>  <b>Staff recommends that the Council authorize the mayor to sign the Pipeline License, including the Blanket Insurance, with BNSF for the SR528 project from Interstate 5 to State Ave in the amount of \$1,000.</b>
<b>COUNCIL ACTION:</b>  

Attached to this agenda is a **Pipeline License Agreement** with BNSF as part of the SR528 reconstruction and overlay project from Interstate 5 to State Ave. WSDOT plans on reconstructing portions of SR528, excavating to 1.6' and replacing the material with layers of crushed rock and asphalt pavement; and overlaying the surface from just west of Interstate 5 to State Ave.

In addition to this project, the City plans on replacing the water main along SR528. The existing 6-inch cast iron water main, east of Beach Ave, was constructed in 1954. The existing 12-inch cast iron water main, west of Beach Ave, was constructed in 1970. The water main is undersized, aging and is a potential concern due to the brittle nature of cast iron. Furthermore, the existing water main lies at less than minimum depth which also poses a risk during construction activities.

Approximately 100' east of the intersection of Cedar Ave/SR528 is the BNSF railroad crossing. Installation of the water main across the track will require the construction a 24-inch steel casing, and be installed by jacking or boring. The casing will be used to house and protect the 12-inch ductile iron water main and is a requirement of BNSF.

A permit in the form of a Pipeline License is required with BNSF for this construction along with associated processing/permit fees. Fees are as indicated below:

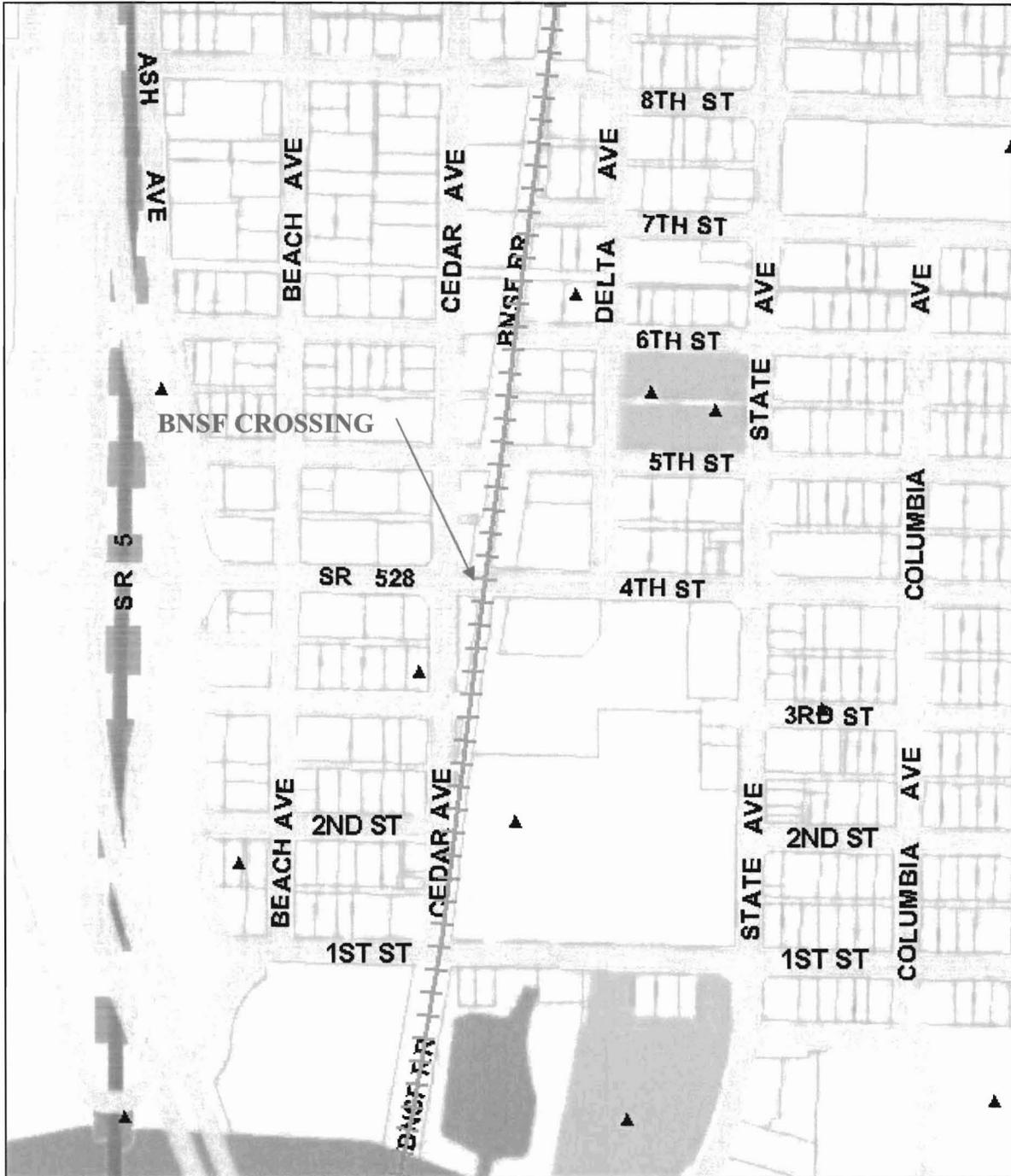
**Processing / Permit Fees:**

Pipeline Licenses Fee	<del>\$2,500.00</del>	(already paid)
BNSF Blanket Railroad Protective Liability Insurance**	\$1,000.00	
<b>TOTAL:</b>	<b>\$1,000.00</b>	

\*\* The Railroad allows municipalities to "opt in" to this blanket policy in lieu of requiring their Contractors to obtain commercially-available "Railroad Protective Liability Insurance," which can cost 10's of thousands of dollars. (a cost that would otherwise be passed directly on to the municipality by the Contractor)

The City originally applied for the Pipeline License Agreement with an expedited fee of \$2,500. Due to the holidays, Staubach Company (representing BNSF) could not process the Agreement in the 7-day business period as promised. This amount will now go directly to the Pipeline License Fee in the amount of \$2,500. The \$1,000 will cover the cost for the Blanket Insurance.

VICINITY MAP



## PIPELINE LICENSE

THIS LICENSE ("License"), made as of the \_\_\_ day of January, 2008 ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF MARYSVILLE**, a Washington corporation ("Licensee").

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), One (1) Pipeline, Twelve (12) inches in diameter inside a Twenty-Four (24) inch STEEL casing ("PIPELINE"), across or along the rail corridor of Licensor at the station of Marysville, County of Snohomish, State of WA, Line Segment 0050, Mile Post 38.68, as shown on the attached Drawing No. 1-42842, dated December 27, 2007, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, Licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Licensee shall use the Premises solely for construction and maintenance of a PIPELINE in accordance with the Drawings and Specifications carrying **WATER**. Licensee shall not use the PIPELINE to carry any other commodity or use the Premises for any other purpose.

Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the PIPELINE on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the PIPELINE and restore Licensor's property as herein elsewhere provided.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the PIPELINE or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

**TERM**

6. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.

**COMPENSATION**

7. (a) Licensee shall pay Licensor, prior to the Effective Date, the sum of Two Thousand Five Hundred and No/100 Dollars (\$2500) as compensation for the use of the Premises.
- (b) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the PIPELINE, including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is \$600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- (c) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

**COMPLIANCE WITH LAWS**

8. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the PIPELINE and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following

Internet Website "<http://www.contractororientation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

### **DEFINITION OF COST AND EXPENSE**

9. For the purpose of this License, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

### **RIGHT OF LICENSOR TO USE**

10. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
  - (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
  - (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

### **LICENSEE'S OPERATIONS**

11. (a) Licensee shall notify Licensor's Roadmaster at 2900 Bond St Everett, WA 98201, telephone (425) 304-6690, at least five (5) business days prior to installation of the PIPELINE and prior to entering the Premises for any subsequent maintenance thereon.
- (b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
12. (a) Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature

thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- (b) Licensee shall, at its sole cost and expense, construct and maintain the PIPELINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. Licensor may direct one of its field engineers to observe or inspect the construction and/or maintenance of the PIPELINE at any time for compliance with the Drawings and Specifications. If ordered at any time to halt construction or maintenance of the PIPELINE by Licensor's personnel due to non-compliance with the same or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the PIPELINE, it being solely Licensee's responsibility to ensure that the PIPELINE is constructed in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise nor the failure by Licensor to exercise any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, upon receipt of an invoice for the same. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
13. During the construction and any subsequent maintenance performed on the PIPELINE, Licensee shall perform such work in a manner to preclude damage to the property of Licensor, and preclude interference with the operation of its railroad. The construction of the PIPELINE shall be completed within one (1) year of the Effective Date. Upon completion of the construction of the PIPELINE and after performing any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore Licensor's Premises to their former state as of the Effective Date of this License.
14. If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the PIPELINE, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the PIPELINE as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of a new PIPELINE(s).
15. (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice

(e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the PIPELINE, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed PIPELINE. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.

- (b) For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
16. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- (a) filled in to surrounding ground level with compacted bentonite grout; or
  - (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.
17. Upon termination of this License, Licensee shall, at its sole cost and expense:
- (a) remove the PIPELINE and all appurtenances thereto, or, at the sole discretion of the Licensor, fill and cap or otherwise appropriately decommission the PIPELINE with a method satisfactory to Licensor;
  - (b) report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;
  - (c) remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
  - (d) leave the Premises in the condition which existed as of the Effective Date of this License.

18. Licensee's on-site supervisions shall retain/maintain a fully executed copy of this License at all times while on the Premises.

### LIABILITY

19. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

(i) **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

(ii) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

(iii) **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

(iv) **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR**

(v) **ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

**EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.**

- (b) **FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 19(a), LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN**

**“OWNER”, “OPERATOR”, “ARRANGER”, OR “TRANSPORTER” WITH RESPECT TO THE PIPELINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR TO AGREE, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

### **PERSONAL PROPERTY WAIVER**

20. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

### **INSURANCE**

21. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
  - ◆ Personal Injury and Advertising Injury
  - ◆ Fire legal liability
  - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
  - ◆ Any and all vehicles owned, used or hired
- C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:
- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the PIPELINE. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the PIPELINE is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
  - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
  - ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
  - ◆ No other endorsements restricting coverage may be added.

- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1000.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.

Licensee's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation, Contractor's Pollution Legal Liability and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Staubach Global Services - RR, Inc. as an additional insured with respect to work performed under this agreement. Severability of interest and naming Licensor and Staubach Global Services - RR, Inc. as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad

arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **ENVIRONMENTAL**

22. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the PIPELINE which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

### **ALTERATIONS**

- 23. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### **NO WARRANTIES**

- 24. **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### **QUIET ENJOYMENT**

- 25. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

**DEFAULT**

26. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this License by operation of law, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 26 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

**LIENS AND CHARGES**

27. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 27 or any other Section of this License. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

**TERMINATION**

28. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
29. If Licensee fails to surrender to Licensor the Premises, upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

**ASSIGNMENT**

30. Neither Licensee, nor the heirs, legal representatives, successors, or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

**NOTICES**

31. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service,

addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor:           Staubach Global Services - RR, Inc.  
3017 Lou Menk Drive, Suite 100  
Fort Worth, TX 76131-2800  
Attn: Licenses/Permits

with a copy to:         BNSF Railway Company  
2500 Lou Menk Dr. – AOB3  
Fort Worth, TX 76131  
Attn:   Manager – Land Revenue Management

If to Licensee:         City of Marysville  
80 Columbia Ave  
Marysville, Washington 98270

**SURVIVAL**

32.     Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the PIPELINE and improvements are removed and the Premises are restored to its condition as of the Effective Date.

**RECORDATION**

33.     It is understood and agreed that this License shall not be placed on public record.

**APPLICABLE LAW**

34.     All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

**SEVERABILITY**

35.     To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

**INTEGRATION**

36.     This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any

surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

**MISCELLANEOUS**

- 37. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
- 38. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

Staubach Global Services – RR, Inc. is acting as representative for BNSF Railway Company.

**IN WITNESS WHEREOF**, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

**BNSF RAILWAY COMPANY**

Staubach Global Services - RR, Inc., its Attorney in Fact  
3017 Lou Menk Drive, Suite 100  
Fort Worth, TX 76131-2800

By: \_\_\_\_\_  
Robert Harder  
Title: \_\_\_\_\_  
Director National Accounts

**CITY OF MARYSVILLE**

80 Columbia Ave  
Marysville, Washington 98270

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
 ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
 AND

**CITY OF MARYSVILLE**

SCALE: 1 IN. = 100 FT.  
 NORTHWEST DIV.  
 BELLINGHAM SUBDIV. L.S. 0050  
 DATE 12/27/2007

GN. RY  
 WA-17  
 S-01

SECTION: 28  
 TOWNSHIP: 30N  
 RANGE: 5E  
 MERIDIAN: WILLM

MAP REF. S52271



DESCRIPTION OF PIPELINE  
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	12"	24"	LENGTH ON R/W:	20'	20'
CONTENTS:	WATER		WORKING PRESSURE:	60 PSI	
PIPE MATERIAL:	DIP	STEEL	BURY: BASE/RAIL TO TOP OF CASING	5' 6" MIN	
SPECIFICATION / GRADE:	CL-52	GR-B	BURY: NATURAL GROUND	5' 6"	
WALL THICKNESS:	.310"	.375"	BURY: ROADWAY DITCHES	5' 6"	
COATING:	ASPHALT	N/A	CATHODIC PROTECTION	N/A	

VENTS: NUMBER N/A SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT MARYSVILLE  
 COUNTY OF SNOHOMISH

STATE OF WA

AFV

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:     January 28, 2008**

<b>AGENDA ITEM:</b> Detour Agreement with WSDOT for detour plan associated with the SR528 project from Interstate 5 to State Ave	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Jeff Laycock	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Detour Agreement (State Original), Detour Agreement (Local Original), WSDOT Description (3 pages)	<b>APPROVED BY:</b> 	
	MAYOR	CAO
<b>BUDGET CODE:</b> 40220594.563000, W0802	<b>AMOUNT:</b> \$0	

This agenda item is in connection with the agenda items for the Utility Construction Agreement with WSDOT also included for this Council Meeting.

Attached to this agenda is a **Detour Agreement** with WSDOT as part of the SR528 reconstruction and overlay project from Interstate 5 to State Ave. WSDOT plans on reconstructing portions of SR528, excavating to 1.6' and replacing the material with layers of crushed rock and asphalt pavement; and overlaying the surface from just west of Interstate 5 to State Ave.

In addition to this project, the City plans on replacing the water main along SR528. The existing 6-inch cast iron water main, east of Beach Ave, was constructed in 1954. The existing 12-inch cast iron water main, west of Beach Ave, was constructed in 1970. The water main is undersized, aging and is a potential concern due to the brittle nature of cast iron. Furthermore, the existing water main lies at less than minimum depth which also poses a risk during construction activities.

WSDOT is required to submit a detour plan for City approval. City staff reviewed the detour plan for the routes planned through the City and found the plan to be acceptable. The actual work will take place during the hours of 8pm to 5am. By 5am, the Contractor will be required to have SR528 to a condition that is suitable for day time use. The work will be allowed to take place Monday thru Sunday, excluding holidays and substantial local events.

<b>RECOMMENDED ACTION:</b> <b>Staff recommends that the Council authorize the mayor to sign the Detour Agreement with WSDOT for the SR528 project from Interstate 5 to State Ave.</b>
<b>COUNCIL ACTION:</b>



<p align="center"><b>Local Agency Haul Road/Detour Agreement</b></p>		Organization and Address	
		<p>City of Marysville 1049 State Avenue Marysville, WA 98270</p>	
Agreement Number HRD 1-0365		Section / Location	
State Route Number SR 528	Control Section Number 3120	<p>SR 528, I-5 to SR 529 Vicinity LX 19911 MP 0.00 to MP 0.04, SR 528 MP 0.00 to MP 0.34</p>	
Region Northwest Region		Description of Roads or Streets State Ave, 88th St NE	
Intended Use (Haul Road or Detour Road) Detour			
Vehicle Restrictions n/a			

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, in the construction of the project it is planned to use, for the purpose noted above, those LOCAL AGENCY roads or streets described above and as further detailed in red on the attached Exhibit "A", and

WHEREAS, it is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the LOCAL AGENCY.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**I**

The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

**II**

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the LOCAL AGENCY on said roads or streets and may include photographs showing condition of the existing roadway.

**III**

The STATE agrees to reimburse the LOCAL AGENCY for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section II, made necessary by the STATE's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.

**IV**

Upon completion of use of the roads or streets covered by this AGREEMENT, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section II.

**V**

It is expressly understood that the STATE shall be responsible only for that extra maintenance and repairs of the LOCAL AGENCY's roads or streets occasioned by the project use. In the event of a dispute over the terms of this AGREEMENT and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section II. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this AGREEMENT.

**VI**

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

**VII**

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

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

**LOCAL AGENCY**

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

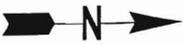
By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



PCMS	
1	2
SR 528 CLOSED AHEAD	FOLLOW DETOUR
2 SEC	2 SEC

**Exhibit "A"**  
1 of 4  
 Agreement/permit  
 HRD 1.03(55)



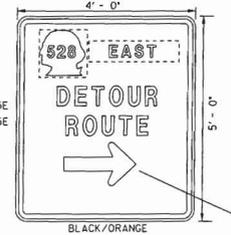
**JAN 27-JAN 28**  
**6AM-8PM**  
 42" x 8" PLAQUES  
 BLACK/WHITE



- 5' D NORTH A
  - OR B
  - 5' D SOUTH B
  - OR C
  - 5' D EAST C
  - OR D
  - 5' D WEST D
- DIRECTIONAL PLAQUES

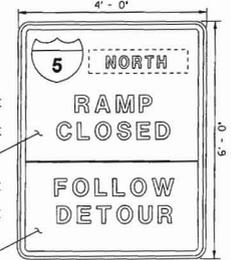
**NOTE: (DS-1)**  
 ACTUAL PLAQUE MESSAGES TO BE DETERMINED BY THE ENGINEER.  
 VERIFY SIGN LOCATION WITH ENGINEER.  
 SIGN TO BE PLACED FIVE DAYS IN ADVANCE OF CLOSURE.  
 SIGN TO BE REMOVED DURING CLOSURE.

**DETOUR SIGN 1 (DS-1)**  
 ADVANCED NOTIFICATION SIGN  
 SHALL BE PLACED AS SHOWN  
 ON THE DETOUR PLANS  
 R11-150(MOD)



- 5' D Marine DR NE - Tulalip RD
  - OR
  - 5' D EAST C
  - OR
  - 5' D WEST D
- DIRECTIONAL PLAQUES

**DETOUR SIGN 2 (DS-2)**  
 SHALL BE PLACED ALONG THE DETOUR ROUTE AS SHOWN ON THE DETOUR PLANS



- 6E BLACK/WHITE
- 6E BLACK/WHITE
- 5E BLACK/WHITE
- 5E BLACK/WHITE

**DETOUR SIGN 3 (DS-3)**  
 SHALL BE PLACED AS SHOWN ON THE DETOUR PLANS

14-1/2" X 16" SHIELD PLAQUES WITH 5" C NUMBERS

- 5" C NORTH A
- OR
- 5" C SOUTH D

DIRECTIONAL PLAQUE



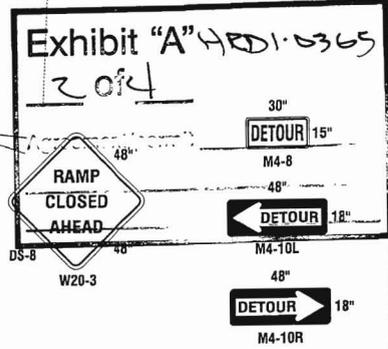
**BARRICADE 3 (B-3)**  
 TYPE III BARRICADE  
 W/ M4-10L AND R11-2 SIGNS

- 30" DETOUR 15"
- M4-8 48"
- 48" DETOUR 18"
- M4-10L 48"
- 48" DETOUR 18"
- M4-10R

NB I-5 EXIT 199  
 OFF-RAMP CLOSURE  
 STATE AVE. DETOUR ROUTE

NOTE: DU1 AND DU2 TO BE USED CONCURRENTLY

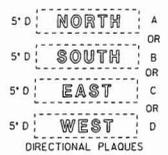
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TIME	12:41:07 PM	JOB NUMBER	XL3012	CONTRACT NO.		LOCATION NO.				
DATE	12/4/2007							REVISION	DATE	BY
DESIGNED BY	A. KLEIN									
ENTERED BY	A. KLEIN									
PROJ. ENGR.	J. JOHNSON									
REGIONAL ADM.	L. ENG									



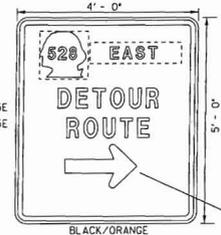
JAN 27-JAN 29  
6AM-6PM  
42" x 8" PLAQUES  
BLACK/WHITE



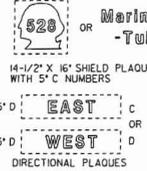
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ADVANCED NOTIFICATION SIGN  
SHALL BE PLACED AS SHOWN  
ON THE DETOUR PLANS  
RI-150(IMOD)



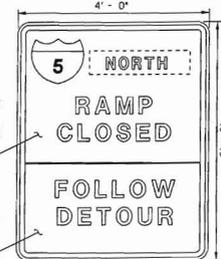
NOTE: (DS-1)  
ACTUAL PLAQUE MESSAGES TO BE  
DETERMINED BY THE ENGINEER.  
VERIFY SIGN LOCATION WITH ENGINEER.  
SIGN TO BE PLACED FIVE DAYS IN  
ADVANCE OF CLOSURE.  
SIGN TO BE REMOVED DURING CLOSURE.



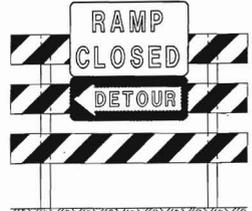
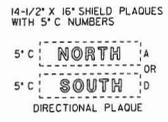
DETOUR SIGN 2 (DS-2)  
SHALL BE PLACED ALONG THE DETOUR ROUTE  
AS SHOWN ON THE DETOUR PLANS



8 1/2" x 10"  
ROTATE ARROW  
AS APPLICABLE



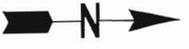
DETOUR SIGN 3 (DS-3)  
SHALL BE PLACED AS SHOWN  
ON THE DETOUR PLANS



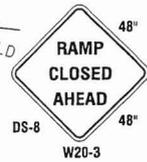
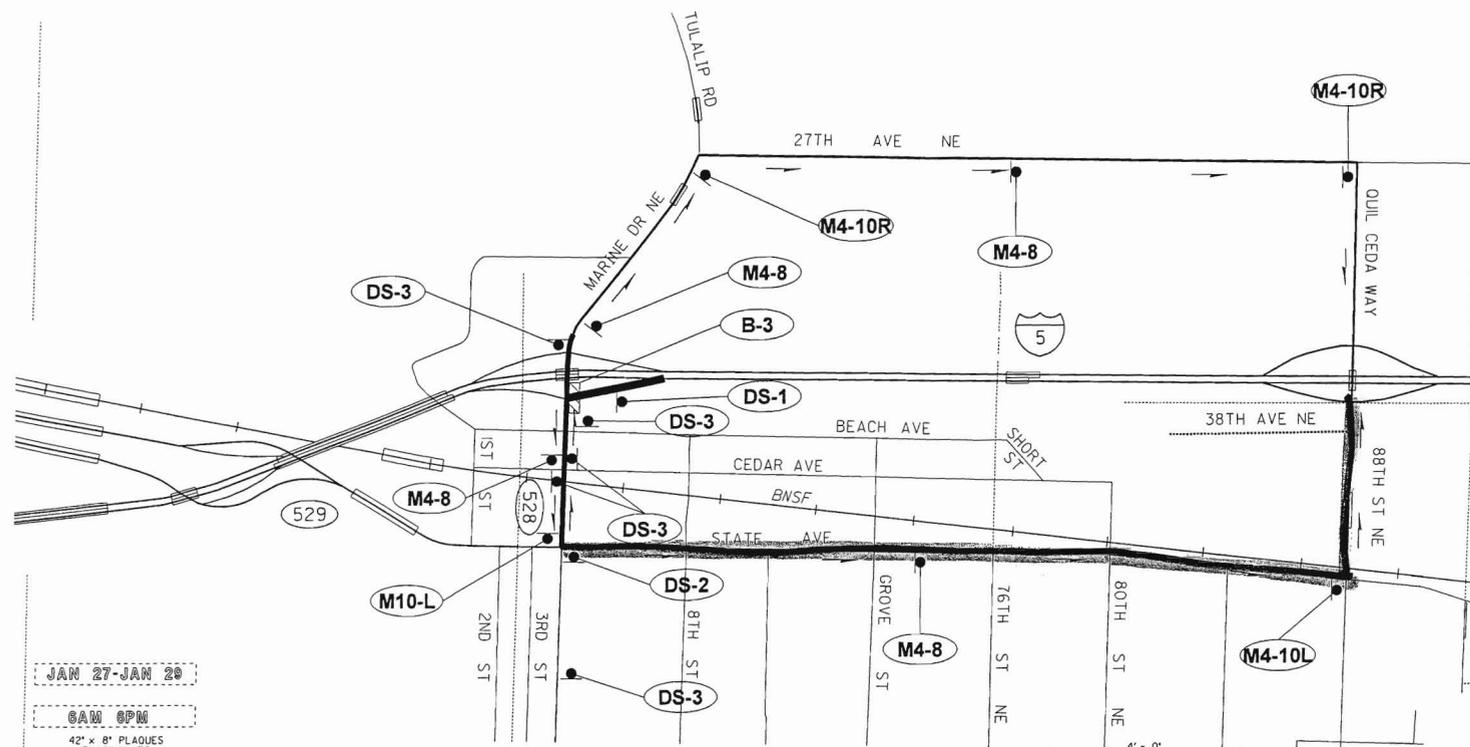
BARRICADE 3 (B-3)  
TYPE III BARRICADE  
W/ M4-10L AND RI-2 SIGNS

SB I-5 EXIT 199  
OFF-RAMP CLOSURE  
STATE AVE. DETOUR ROUTE

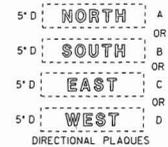
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TIME 12:40:57 PM	JOB NUMBER XL3012	CONTRACT NO.	LOCATION NO.	P.E. STAMP BOX	P.E. STAMP BOX		DETOUR PLAN	SHEET OF SHEETS
DATE 12/4/2007								
PLOTTED BY KleinAG								
DESIGNED BY A. KLEIN								
ENTERED BY A. KLEIN								
CHECKED BY								
PROJ. ENGR. J. JOHNSON								
REGIONAL ADM. L. ENG	REVISION	DATE	BY					



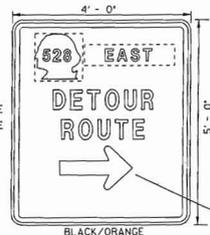
**Exhibit "A"**  
3 of 4  
 Agreement/permit \_\_\_\_\_  
 HRP 1-0365 



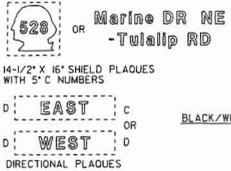
JAN 27-JAN 28  
 6AM 6PM  
 42" x 8" PLAQUES  
 BLACK/WHITE



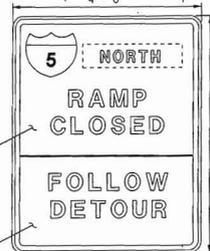
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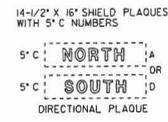
DETOUR SIGN 2 (DS-2)  
 SHALL BE PLACED ALONG THE DETOUR ROUTE AS SHOWN ON THE DETOUR PLANS



8 1/2" x 10" ROTATE ARROW AS APPLICABLE



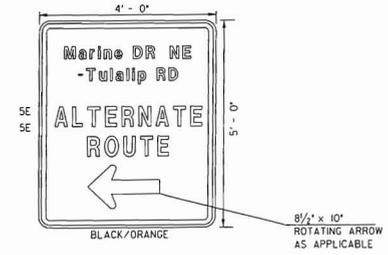
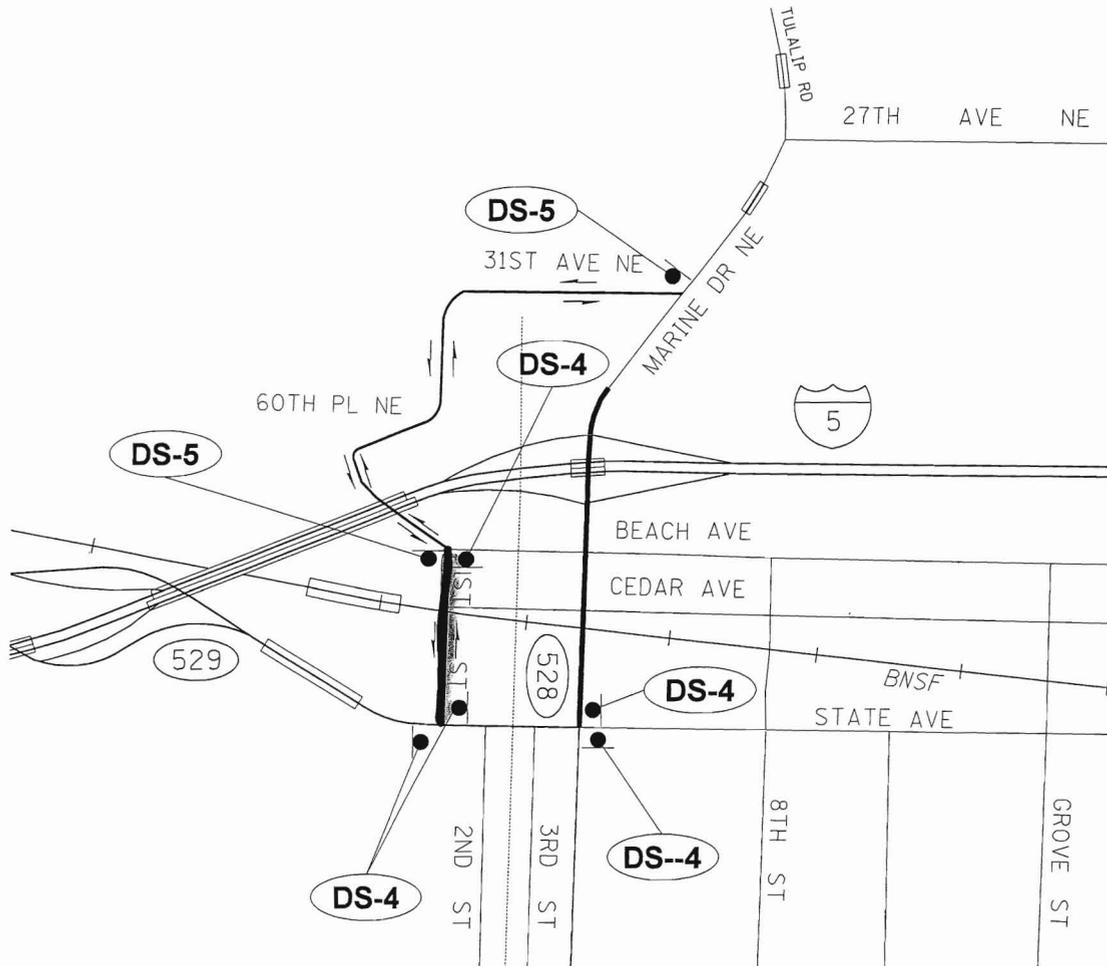
DETOUR SIGN 3 (DS-3)  
 SHALL BE PLACED AS SHOWN ON THE DETOUR PLANS



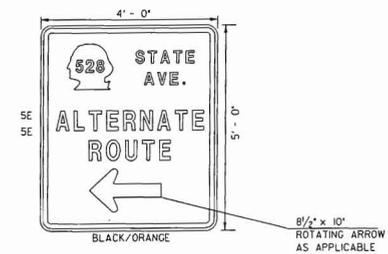
BARRICADE 3 (B-3)  
 TYPE III BARRICADE  
 W/ M4-10L AND RII-2 SIGNS

**NB I-5 EXIT 199  
 ON-RAMP CLOSURE  
 EXIT 194 DETOUR ROUTE**

FILE NAME	C:\Documents and Settings\KleinAG\Desktop\XL3012_PS_DU_dgn	REGION NO.	STATE	FED.AID PROJ.NO.		SR 528 I-5 TO SR 529 VIC PAVING DETOUR PLAN	PLOT 6
TIME	12:40:40 PM	10	WASH	STPF-0528(006)			DU6
DATE	12/4/2007	JOB NUMBER	XL3012	LOCATION NO.			SHEET OF SHEETS
PLOTTED BY	KleinAG	CONTRACT NO.					
DESIGNED BY	A. KLEIN						
ENTERED BY	A. KLEIN						
CHECKED BY	J. JOHNSON						
PROJ. ENGR.	L. ENG						
REGIONAL ADM.		REVISION	DATE	BY	P.E. STAMP BOX	DATE	



DETOUR SIGN 4 (DS-4)  
SHALL BE PLACED ALONG THE DETOUR ROUTE  
AS SHOWN ON THE DETOUR PLANS



DETOUR SIGN 5 (DS-5)  
SHALL BE PLACED ALONG THE DETOUR ROUTE  
AS SHOWN ON THE DETOUR PLANS

**Exhibit "A"**  
4 of 4  
Agreement/perm:it \_\_\_\_\_  
HPD 1.0365

SR 528 ALTERNATE ROUTE  
31ST AVE NE/60TH PL NE

NOTE: THE ALTERNATE ROUTE SHALL BE  
ACCESSIBLE DURING ALL CONSTRUCTION

FILE NAME C:\Documents and Settings\KleinAG\Desktop\XL3012_PS_DU_dgn	TIME 12:40:41 PM	DATE 12/4/2007	DESIGNED BY KleinAG	ENTERED BY A. KLEIN	CHECKED BY A. KLEIN	PROJ. ENGR. J. JOHNSON	REGIONAL ADM. L. ENG	REVISION	DATE	BY	REGION NO. 10	STATE WASH	FED.AID PROJ.NO. STPF-0528(006)	JOB NUMBER XL3012	CONTRACT NO.	LOCATION NO.	P.E. STAMP BOX	DATE	P.E. STAMP BOX	DATE	Plot 7 DU7	SHEET OF SHEETS
<p style="text-align: center;">Washington State Department of Transportation</p> <p style="text-align: center;">SR 528 I-5 TO SR 529 VIC PAVING</p> <p style="text-align: center;">DETOUR PLAN</p>																						

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION  
2.50.060 AND REPEALING SECTION 2.50.080 OF THE MARYSVILLE  
MUNICIPAL CODE.**

WHEREAS, the City is authorized under RCW 42.24 to provide for payment of expenses, material, purchases, and advancements.

WHEREAS, the City wishes to update the travel reimbursement policy to the United States Internal Revenue Service (IRS) guidelines, and

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

SECTION 1. MMC 2.50.060, which reads as follows:

(1) Officers and employees of the city shall be entitled to the payment of or reimbursement for the following classes of expenditures while in the performance of their official duties, subject to having received prior approval from the mayor or city administrator:

~~(2)~~ No payment shall be made for the above expenditures unless the employee incurring the same submits receipts of verification. In regards to meal reimbursement, prior to July 1, 2008 reimbursement may be made by submitting receipts of verification. As of July 1, 2008 reimbursement for meals and incidentals (M&I) will be at the per diem for M&I as approved by the United States Internal Revenue Service allowance rate. costs for which a receipt is not submitted will not exceed the following schedule:

~~(each) Breakfast \$4.00~~

~~Lunch \$6.00~~

~~(2) Dinner \$12.00~~

~~(3)~~ Expenses for use of personally owned vehicles of employees or officers of the city in the course of official duties shall ~~be reimbursed at the mileage rate set by the annual budget ordinance~~ receive the mileage rate as approved by the United State Internal Revenue Service, subject to prior approval by the mayor or city administrator.

~~(3)(4)~~ Reimbursed expenses that exceed the allowable amount may be subject to taxes.

SECTION 2 MMC 2.50.080, which reads as follows:

When out-of-town travel exceeds 24 hours, actual meal costs substantiated by a vendor's receipt or, at the option of the claimant, a per diem rate of \$25.00 per day will be paid.

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0.75"

If the claimant elects to use the per diem rate, actual costs may be claimed when a planned group meal is part of the official program of a business meeting. When this type of officially planned meal is claimed, the per diem available for use during the remainder of that day shall be determined by deducting the appropriate scheduled meal allowance (listed above) from \$25.00 Any planned meals, the cost of which is included in a registration fee, will be used to compute the remaining daily per diem allowance as described in the preceding paragraph, whether or not the employee actually partakes of the meal.

| is hereby REPEALED.

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PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of January, 2008.

CITY OF MARYSVILLE

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

Attest:

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

Approved as to from:

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

Date of publication: \_\_\_\_\_  
Effective Date (5days after publication): \_\_\_\_\_

**CITY OF MARYSVILLE  
Marysville, Washington**

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION  
2.50.060 AND REPEALING SECTION 2.50.080 OF THE MARYSVILLE  
MUNICIPAL CODE.**

WHEREAS, the City is authorized under RCW 42.24 to provide for payment of expenses, material, purchases, and advancements.

WHEREAS, the City wishes to update the travel reimbursement policy to reflect the United States Internal Revenue Service (IRS) guidelines,

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

SECTION 1. MMC 2.50.060, is hereby amended to read as follows:

- (1) Officers and employees of the city shall be entitled to the payment of or reimbursement for the classes of expenditures described in (2) and (3) below while in the performance of their official duties, subject to having received prior approval from the mayor or chief administrative officer:
- (2) No payment shall be made for the expenditures described under this section unless the employee incurring the same submits receipts of verification. With respect to meal reimbursement, prior June 30, 2008 reimbursement may be made by submitting receipts of verification. On and after July 1, 2008 reimbursement for meals and incidentals (M&I) will be at the per diem for M&I as approved by the United States Internal Revenue Service allowance rate.
- (3) Upon the effective date of this ordinance expenses for use of personally owned vehicles of employees or officers of the city in the course of official duties shall receive the mileage rate as approved by the United State Internal Revenue Service, subject to prior approval by the mayor or city administrator.

SECTION 2 MMC 2.50.080, which reads as follows:

When out-of-town travel exceeds 24 hours, actual meal costs substantiated by a vendor's receipt or, at the option of the claimant, a per diem rate of \$25.00 per day will be paid.

If the claimant elects to use the per diem rate, actual costs may be claimed when a planned group meal is part of the official program of a business meeting. When this type of officially planned meal is claimed, the per diem available for use during the remainder of that day shall be determined by deducting the appropriate scheduled meal allowance (listed above) from \$25.00 Any planned meals, the cost of which is included in a

registration fee, will be used to compute the remaining daily per diem allowance as described in the preceding paragraph, whether or not the employee actually partakes of the meal.

is hereby REPEALED.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of January, 2008.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, MAYOR

Attest:

By \_\_\_\_\_  
TRACY JEFFRIES, CITY CLERK

Approved as to from:

By \_\_\_\_\_  
GRANT WEED, CITY ATTORNEY

Date of publication: \_\_\_\_\_

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2008**

AGENDA ITEM: Marysville Parks and Recreation Board	AGENDA SECTION: Mayor's Business
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:
ATTACHMENTS:  1. Appointment Sheet	APPROVED BY:
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

Mayor Kendall is requesting the re-appointment of Keith W. Armstrong to serve on the Marysville Parks and Recreation Board.

RECOMMENDED ACTION: Mayor Kendall recommends the City Council confirmation to the re-appointment of Keith W. Armstrong to the Marysville Parks and Recreation Board serving until February 28, 2011.
COUNCIL ACTION:

**Office of the Mayor  
Dennis L. Kendall**

**APPOINTMENT**

I, DENNIS L. KENDALL, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint Keith W. Armstrong as a member of the PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.08.010; dated this 28<sup>th</sup> day of January, 2008.

---

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 28<sup>th</sup> day of January, 2008

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KEITH ARMSTRONG

This term of appointment expires the 28<sup>th</sup> day of February, 2011.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2008**

AGENDA ITEM: Marysville Parks and Recreation Board	AGENDA SECTION: Mayor's Business	
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS:  1. Appointment Sheet	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Mayor Kendall is requesting the re-appointment of Mike Elmore to serve on the Marysville Parks and Recreation Board.

RECOMMENDED ACTION: Mayor Kendall recommends the City Council confirmation to the re-appointment of Mike Elmore to the Marysville Parks and Recreation Board serving until February 28, 2011.
COUNCIL ACTION:

**Office of the Mayor  
Dennis L. Kendall**

**APPOINTMENT**

I, DENNIS L. KENDALL, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint Mike Elmore as a member of the PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.08.010; dated this 28<sup>th</sup> day of January, 2008.

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M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 28<sup>th</sup> day of January, 2008

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Mike Elmore

This term of appointment expires the 28<sup>th</sup> day of February, 2011.