

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

**May 27, 2008**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

A. Employee Service Awards. \*

**Audience Participation**

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

3. Approval of May 12, 2008 City Council Meeting Minutes.

4. Approval of May 19, 2008 City Council Work Session Minutes. \*

**Consent**

5. Approval of May 14, 2008 Claims in the Amount of \$435,971.70; Paid by Check No.'s 46340 through 47500 with Check No.'s 45684, 46430 & 46765 Voided. \*

6. Approval of May 21, 2008 Claims in the Amount of \$635,272.90; Paid by Check no.'s 47501 through 47657 with Check No.'s 47256 & 47363 Voided. \*

7. Approval of May 20, 2008 Payroll in the Amount of \$701,642.87; Paid by Check No.'s 19588 through 19674. \*

9. Authorize the Mayor to Sign the Amendment No. 1 to the Janitorial Services Contract Between the City of Marysville and Advantage Building Services in the Amount of \$918.96 for a Total Amended Contract Price of \$90,048.12.

10. Authorize the Mayor to Sign the One Year Professional Services Agreement with AmTest Laboratories, Inc. for Water Quality Testing, with an Added One Year Option for Renewal.

11. Authorize the Mayor to Sign the Youth Athletic Fund Grant Agreement with the Recreation and Conservation Office (RCO) Youth Athletic Fund Grant Account.

12. Approval of the Strawberry Festival 2008 Master Permit Renewal.

***\*These items have been added or revised from the materials previously distributed in the packets for the May 19, 2008 Work Session.***

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City Hall

13. Authorize the Mayor to Sign the Washington State Department of Transportation Developer/Local Agency Agreement for Improvements to SR531/27<sup>th</sup> Avenue NE with White Leasure for the Lakewood Pointe Development.
14. Approval of a Planning Manager Position, Land Use Job Description and Placement on the Management Classification Grid at Range M-8.
15. Authorize the Mayor to Sign the Affidavit Amending a Contract with Tyler Technologies Removing the PostalSoft Module from the City's Support Contract.

### Review Bids

8. Award Jennings Park Parking Lot Overlay Project to Northwest Asphalt, Inc. in the Amount of \$41,919.00 Dollars. \*

### Public Hearings

### New Business

16. Independent Contractor and Lease Agreement with Jack and Malinda Perkins of Marysville for the Caretaker Position at Jennings Memorial Park. \*
17. Independent Contractor and Lease Agreement with Matt and Sabra Edgerton of Marysville for the Caretaker Position at Strawberry Fields Park. \*
18. An **Ordinance** of the City of Marysville, Washington Amending Portions of Chapter 9.20 Fireworks of the Marysville Municipal Code Relating to RCW Updates, Penalties; and Providing for Severability. \*

### Legal

### Mayor's Business

### Staff Business

### Call on Councilmembers

### Adjourn

### Executive Session

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

*\*These items have been added or revised from the materials previously distributed in the packets for the May 19, 2008 Work Session.*

**May 27, 2008**

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

**City Hall**

**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), 17-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

*\*These items have been added or revised from the materials previously distributed in the packets for the May 19, 2008 Work Session.*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Approve absence of Donna Wright.	Approved
<b>Approval of Minutes</b>	
Approve April 28, 2008 City Council Meeting Minutes.	Approved
Approve May 5, 2008 City Council Work Session Minutes.	Approved
<b>Presentations</b>	
Employee of the Month – Sandra Gyurkovics, Computer Support Technician	
Proclamation – Snohomish County Bike to Work & School Day 2008	
<b>Consent Agenda</b>	
Approval of May 7, 2008 Claims in the Amount of \$1,276,778.33; Paid by Check No.'s 46110 through 47339.	Approved
Approval of May 5, 2008 Payroll in the Amount of \$1,156,851.39; Paid by Check No.'s 19504 through 19587	Approved
Approval of Special Events Application for Marysville Downtown Merchants Association for Homegrown 2008 on August 8th, and August 9th to include the closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant.	Approved
Authorize the Mayor to Sign the Professional Services Agreement with Harris and Associates for the State Avenue Phase III Corridor Improvements, 136th Street NE to 152nd Street NE Project in the Amount of \$1,521,681.00.	Approved
Authorize the Mayor to Sign the Northwest Management Systems – Supplemental Agreement No. 1 for a Time Extension on the Update of the City's Pavement Management System.	Approved
Authorize the Mayor to Sign the Partner Agreement and Service Agreement Supplement with CnR, Inc. to Install and Maintain our Mitel VoIP Phone System.	Approved
Approval of April 30, 2008 Claims in the Amount of \$213,706.85; Paid by Check No.'s 46976 through 47109.	Approved
<b>Review Bids</b>	
Award Bid to Schwetz Construction, Inc. for the Grove Street and 67th Avenue Intersection Improvements Project.	Approved
Award Bid to Neptune Technology Group, Inc. for the 2008 Fixed Network Automated Meter Reading (AMR) System Water Meter Equipment Procurement Project.	Approved
Award Bid to Capital Industries for the Solid Waste Container Purchase for the Year of 2008.	Approved
<b>Public Hearings</b>	
<b>New Business</b>	
Supplemental Utility Construction Agreement No. 1 with WSDOT in the Amount of \$283,092 and to Approve a 5% Management Reserve of \$47,000 for a Total Allocation of \$1,178,526 for the SR528 Water Main (I-5 to State Avenue) Project.	Approved

Interlocal Agreement GCA-5715 with Washington State Department of Transportation for Police Traffic Control Services.	Approved
A Resolution of the City of Marysville, Washington Authorizing a Sole Source Purchase and/or Purchase Involving Special Facilities Pursuant to RCW 39.04.280(1)(a) and (b) with ACLARA (Formerly Hexagram, Inc.) for Fixed Network Automated Meter Read (AMR) System.	Approved Res. 2243
A Resolution of the City of Marysville, Providing for the Submission to the Qualified Electors of the City at a Special Election to be Held within the City on August 19, 2008, in Conjunction with the State Primary Election, a Proposition Authorizing a Regular Levy on Property Taxes to be Made in 2008 for Collection in 2009 and Continuing Thereafter. This Proposition would Authorize the City to set an Amount not to Exceed Fifty Cents (\$.50) Per Thousand Dollars (\$1,000.00) of Assessed Valuation for 2008, and thereafter Pursuant to RCW 84.55.050 and Subject to any Otherwise Applicable Statutory Dollar Rate Limitations; the Proceeds from Such Levy to be used for the Provisions of Emergency Medical Care and Services.	Approved Res. 2244
A Resolution of the City of Marysville, Declaring Monday, May 12, 2008 "Joseph M. Cerfus Day in Marysville".	Approved Res. 2242
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	7:59 p.m.

COUNCIL



MINUTES

**Regular Meeting**  
May 12, 2008

**Call to Order / Pledge of Allegiance**

Mayor Dennis Kendall called the May 12, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. 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, and Councilmember Jeff Vaughan

**Absent:** Donna Wright

**Also Present:** Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, Police Chief Rick Smith, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, City Attorney Craig Knutson, Computer Support Technician Sandra Gyurkovics, Information Services Manager Worth Norton, Fire Chief Greg Corn, City Clerk Tracy Jeffries, and Recording Secretary Laurie Hugdahl

CAO Swenson reported that Donna Wright was in Washington DC.

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

## Committee Reports

Councilmember Jeff Seibert reported on the May 2 **Public Works Committee** meeting where the following topics were discussed:

- Rate schedule for water/sewer in the city based on annexation projections
- Staff update on Edward springs well #1
- Looking at doing away with Seven Lakes area emergency inter-tie contract.
- Arlington Christian School water main.
- Transportation Improvement District update
- Weekly summary with Verizon

## Presentations

A. Employee of the Month.

Mayor Kendall presented Sandra Gyurkovics, Computer Support Technician, with the Employee of the Month award for May 2008.

B. Proclamation - Snohomish County Bike to Work & School Day 2008.

Mayor Kendall read the proclamation designating May 16, 2008 as Snohomish County Bike to Work and School Day in the City of Marysville and encouraging all citizens to join in this observation by both riding their bicycles and safely sharing the road with bicycles during May, National Bike Month.

## Audience Participation

Laura Carver, 4827 67th Street NE A201, Marysville, WA 98270, discussed concerns about the upcoming Strawberry Festival Carnival. She asked if the noise issues had been addressed.

Parks and Recreation Director Jim Ballew said they had met with MaryFest recently and discussed this issue. The hours of operation will be the same on the weekends, but tear down of the carnival will not be occurring on Sunday night as it did last year. They will be able to wait until Monday. Staff hopes to have a dramatic change from last year.

## Approval of Minutes

2. Approval of April 28, 2008 City Council Meeting Minutes.

**MOTION** made by Councilmember Nehring, seconded by Councilmember Vaughan, to approve the April 28, 2008 City Council Meeting Minutes. **MOTION** passed unanimously (6-0).

3. Approval of May 5, 2008 City Council Work Session Minutes.

Councilmember Rasmussen referred to page 5 of 7. She noted that Councilmember Soriano also helped at this Fishing Derby. His name should be added to the names of Councilmembers who attended under Jim Ballew's comments under Staff Business.

**MOTION** made by Councilmember Soriano, seconded by Councilmember Nehring, to approve the minutes as amended. **MOTION** passed unanimously (6-0).

### **Consent Agenda**

CAO Mary Swenson noted that on item 7, the City should be named as an additional insured on the certificate. City Attorney Knutson suggested that Council could approve item 7 conditionally upon the approval of the insurance certificate

Councilmember Vaughan requested that item 4 be removed from the Consent Agenda.

**MOTION** made by Councilmember Nehring, seconded by Councilmember Soriano, to approve items 5, 6, 7, 11, 13, and 14 as follows:

5. Approval of May 7, 2008 Claims in the Amount of \$1,276,778.33; Paid by Check No.'s 46110 through 47339.
6. Approval of May 5, 2008 Payroll in the Amount of \$1,156,851.39; Paid by Check No.'s 19504 through 19587.
7. Approval of Special Events Application for Marysville Downtown Merchants Association for Homegrown 2008 on August 8th, and August 9th to include the closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant.
11. Authorize the Mayor to Sign the Professional Services Agreement with Harris and Associates for the State Avenue Phase III Corridor Improvements, 136th Street NE to 152nd Street NE Project in the Amount of \$1,521,681.00.
13. Authorize the Mayor to Sign the Northwest Management Systems – Supplemental Agreement No. 1 for a Time Extension on the Update of the City's Pavement Management System.
14. Authorize the Mayor to Sign the Partner Agreement and Service Agreement Supplement with CnR, Inc. to Install and Maintain our Mitel VoIP Phone System.

**MOTION** passed unanimously (6-0).

4. Approval of April 30, 2008 Claims in the Amount of \$213,706.85; Paid by Check No.'s 46976 through 47109.

Councilmember Vaughan expressed concern about HIPA requirements being met for the listing of LEOFF 1 reimbursement payments that were made. Sandy Langdon indicated they would look into that.

**MOTION** made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve item 4. **MOTION** passed unanimously (6-0).

### **Review Bids**

8. Award Bid to Schwetz Construction, Inc. for the Grove Street and 67th Avenue Intersection Improvements Project.

**MOTION** made by Councilmember Nehring, seconded by Councilmember Rasmussen, to authorize the Mayor to award the bid for the Grove Street and 67th Avenue Intersection Improvements project to Schwetz Construction, Inc. in the amount of \$176,191.20 including Washington State Sales Tax and approve a management reserve of \$10,000 for a total allocation of \$186,191.20. **MOTION** passed unanimously (6-0).

9. Award Bid to Neptune Technology Group, Inc. for the 2008 Fixed Network Automated Meter Reading (AMR) System Water Meter Equipment Procurement Project.

**MOTION** made by Councilmember Rasmussen, seconded by Councilmember Soriano, to award the Meter Equipment Procurement to Neptune Technology Group, Inc. for \$1,234,057.30 and authorize the Mayor to sign the contract. **MOTION** passed unanimously (6-0).

10. Award Bid to Capital Industries for the Solid Waste Container Purchase for the Year of 2008.

**MOTION** made by Councilmember Soriano, seconded by Councilmember Vaughan, to award the bid for solid waste containers for the year 2008 to Capital Industries, Inc. in the amount of \$67,741.32 including Washington State Sales Tax. **MOTION** passed unanimously (6-0).

**Public Hearings** - None

### **New Business**

12. Supplemental Utility Construction Agreement No. 1 with WSDOT in the Amount of \$283,092 and to Approve a 5% Management Reserve of \$47,000 for a Total Allocation of \$1,178,526 for the SR528 Water Main (I-5 to State Avenue) Project.

Kevin Nielsen reported that he had followed up with WSDOT about reader boards. Those will go out as early as possible.

**MOTION** made by Councilmember Rasmussen, seconded by Councilmember Nehring, to authorize the Mayor to sign the Utility Construction Agreement Supplemental No. 1 with WSDOT in the amount of \$283,092, and to approve a 5% management reserve of \$47,000 for a total allocation of \$1,178,526. **MOTION** passed unanimously (6-0).

15. Interlocal Agreement GCA-5715 with Washington State Department of Transportation for Police Traffic Control Services.

City Attorney Craig Knutson stated that negotiations with state were successfully resolved.

Councilmember Soriano asked for clarification of the Additional Work section. Kevin Nielsen reviewed this section.

**MOTION** made by Councilmember Soriano, seconded by Councilmember Vaughan, to authorize the Mayor to sign the Interlocal Agreement GCA-5715 with the WSDOT for police traffic control services. **MOTION** passed unanimously (6-0).

16. A Resolution of the City of Marysville, Washington Authorizing a Sole Source Purchase and/or Purchase Involving Special Facilities Pursuant to RCW 39.04.280(1)(a) and (b) with ACLARA (Formerly Hexagram, Inc.) for Fixed Network Automated Meter Read (AMR) System.

**MOTION** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to approve Resolution 2243. **MOTION** passed unanimously (6-0).

17. A Resolution of the City of Marysville, Providing for the Submission to the Qualified Electors of the City at a Special Election to be Held within the City on August 19, 2008, in Conjunction with the State Primary Election, a Proposition Authorizing a Regular Levy on Property Taxes to be Made in 2008 for Collection in 2009 and Continuing Thereafter. This Proposition would Authorize the City to set an Amount not to Exceed Fifty Cents (\$.50) Per Thousand Dollars (\$1,000.00) of Assessed Valuation for 2008, and thereafter Pursuant to RCW 84.55.050 and Subject to any Otherwise Applicable Statutory Dollar Rate Limitations; the Proceeds from Such Levy to be used for the Provisions of Emergency Medical Care and Services.

Councilmember Rasmussen noted that the date needs to be changed to the current date on the last page under Adoption.

Councilmember Seibert asked if legal counsel had had an opportunity to review this. City Attorney Knutson explained that City Attorney Grant Weed has been working with the County to get an acceptable ballot title and has reviewed this.

Chief Corn advised Council that an identical item will come back to them for adoption for the general election because they won't know the outcome of the primary before the time limit for filing for the general election.

Councilmember Rasmussen expressed some concern about the wording of the title. City Attorney Knutson discussed the limitations faced in writing the title. Councilmember Rasmussen asked for confirmation that clarification of this issue would be part of the outreach portion. City Attorney Knutson confirmed that it would be.

Councilmember Nehring asked about restrictions for running in consecutive elections. Craig Knutson indicated he would look into that.

**MOTION** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to adopt Resolution No. 2244. **MOTION** passed unanimously (6-0).

18. A Resolution of the City of Marysville, Declaring Monday, May 12, 2008 “Joseph M. Cerfus Day in Marysville”.

**MOTION** made by Councilmember Vaughan, seconded by Councilmember Seibert, to adopt Resolution 2242 in honor of Joseph M. Cerfus. **MOTION** passed unanimously (6-0).

Legal - None

### **Mayor's Business**

Mayor Kendall indicated that more information about retreat/meeting dates would be coming soon.

He attended the open house today at the new Human Resources area.

### **Staff Business**

Kevin Nielsen gave an update on TIB funding.

Chief Rick Smith:

- His department will be holding an awards ceremony on June 6.
- He met with several other law enforcement agencies in the county. Information will be coming soon about auto theft legislation, an issue Sheriff Lovick was involved with in the past.
- There will be a wreath ceremony for the Law Enforcement Memorial on Thursday at 10:00 at the library.

Jim Ballew:

- The bid went out today for Strawberry Fields drainage project.
- He, Councilmember Vaughan and Commander Lamoureux met with 967 students at Marysville Middle School today to get the word out about the impacts of graffiti in Marysville. Totem Middle School will be on Thursday.

Chief Corn reported that the Sunnyside/Whiskey Ridge fire station walls are going up.

Craig Knutson had no comments.

Mary Swenson:

- Human Resources had an open house today at their new location.
- Planning Commission held the Smokey Pt. Master Plan hearing last week. Ms. Swenson commended Community Development Director Hirashima and Public Works Director Kevin Nielsen for their excellent work on that plan. She has heard nothing but positive feedback from those involved in the process.

Sandy Langdon had no comments.

Gloria Hirashima had no comments.

### **Call on Councilmembers**

Carmen Rasmussen

- The Cinco de Mayo event on Friday night was a very nice event and was attended by about 500 people.
- The USS Ingraham came in this week. She and some others were on hand to greet them.

Lee Philips had no comments.

John Soriano had no comments.

Jon Nehring had no comments.

Jeff Vaughan:

- The graffiti presentations at the middle school today went very well. He stated that Parks and Recreation Director Jim Ballew and Commander Lamoureux did an excellent job. They received a lot of positive comments from the staff at middle school.
- He referred to page 6 of the Council Rules. The reference to the Public Safety Building needs to be corrected to City Hall. He also expressed concern about the wording under Oral and Written Comments regarding the conditions for extending the 3-minute limit. There was some discussion about looking into this. Councilmember Vaughan suggested including a copy of the rules in Council's packets in case they needed to refer to them.

Jeff Seibert:

- Verizon seems to be doing a good job on State Street between 80th and 88th.
- He expressed concern about blocking the handicapped access when they pour the sidewalk. He pointed out that there are a number of people with wheelchairs who use that intersection. Kevin Nielsen indicated he would look into this.

### **Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 7:59 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

COUNCIL



MINUTES

**Regular Meeting**

May 19, 2008

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

Mayor Pro Tem Jeff Seibert called the May 19, 2008 work session of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. He then led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor Pro Tem:** Jeff Seibert

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

**Absent:** None

**Also Present:** Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Assistant Administrator Paul Roberts, Parks and Recreation Director Jim Ballew, Commander Rob Lamoureux, City Clerk Tracy Jeffries, and Recording Secretary Laurie Hugdahl

Finance Director Sandy Langdon reported that Mayor Kendall and Chief Administrative Officer Swenson were attending a mall convention in Las Vegas.

**Committee Reports - None**

**Presentations**

1. Prevention of Underage Drinking, North Youth Council.

Chris Jury, Youth Coordinator for Snohomish County Health and Safety Network and the North Youth Council comprised of David, Jes, Gagan, and Spencer gave a presentation. The presentation included:

- What the North Youth Council has been doing

- Environmental Strategies – Regulation and Change Community Norms - Methods such as reminder labeling on alcohol & signs; window clings; newspaper articles; school campaigns. They are also looking at reduction of availability; restricting advertising; media campaigns.
- Data regarding youth drinking
- Benefit/Cost Ratio for Environmental Interventions
- Businesses that are participating in the North Youth Council's Media Campaign

Donna Wright commended the youth for their actions. She asked for more information about the data showing that 31% of youth get alcohol from their friends. Mr. Jury said that they only knew it came from their friends, but they assumed that it was coming from friends or friends' friends who were over 21.

Jon Nehring applauded them for their positive activities. He asked what actions they are taking with the retail stores. Mr. Jury explained that right now they are focusing on the having stores display the window clings.

Councilmember Jon Nehring asked the youths how their peer group has responded to their efforts. Gagan responded that he thinks they are making a tremendous impact on their peers.

John Soriano asked if this has been presented at the Marysville Community Coalition. Jim Ballew replied they it has not, but thought this would be an excellent idea.

Councilmember Carmen Rasmussen commended the youths for standing up for positive activities and making a difference.

City Attorney Weed applauded the youths for their window clings. He encouraged them to consider adding information stating that it is also a crime to purchase alcohol for minors. Mr. Jury concurred.

Councilmember Jeff Seibert thanked the group for coming tonight.

2. Puget Sound Clear Air Agency (PSCAA) Air Monitoring and Marysville Woodstove Replacement Program Results – Kathy Himes, Team Lead, Criteria and Toxic Pollutants, PSCAA.

Paul Roberts introduced Ms. Kathy Himes who gave a presentation regarding the status of Marysville's air monitoring and pilot woodstove change-out program. She reviewed what fine particles (PM2.5) are, where they come from and the health risks that are associated with them. Wood stoves are a major source (50+%) of these in this area. The certified wood stoves are cleaner than the uncertified stoves, however, PSCAA advocates moving toward natural gas and pellets. Elevated levels at the Marysville monitor are just below the federal health-based standard. Ms. Himes noted that the federal health-based standard may be even stronger in the next five-year review.

Temporary Monitoring Study Objectives include assessing PM2.5 conditions across Marysville and the surrounding areas.

Conclusions:

- Highest PM2.5 levels measured at the existing site, temporary sites to the north also have elevated levels.
- All sites south of the existing station show lower concentrations.
- Winds are typically light and from the north/northeast with the highest concentrations
- Current levels are on the cusp of violating the federal health based standard

Councilmember Carmen Rasmussen asked if Marysville should be the focus of the program since most of the particulates appear to come from the north. Ms. Himes stated that it is appropriate to study the area surrounding Marysville, but if they find it is not effective enough they will look at targeting areas to the north.

She then gave a report of the woodstove change-out pilot program. The program resulted in 62 change-outs (37 natural gas/propane, 6 pellet stoves, 19 wood) with approximately 4,800 pounds of PM2.5 pollution emission reduction.

Donna Wright asked if any of the change-outs were people whose main source was a wood stove. Ms. Himes was not sure, but thought it was probably a mix.

Lessons learned:

- Need to expand partnership
- Educate retailers better
- Grant extension added confusion
- Need to look at incentive levels again
- Better education of consumers

Next steps:

- Additional funding secured for change-out programs in FY09
- Competitive application process in Tacoma, Marysville, and Darrington
- Apply lessons learned in pilot program
- Expanded program – income qualified components? Ways to simplify? Weatherization component? Adjust incentive levels? Expanded partnering and outreach?

*Discussion:*

Councilmember Jon Nehring asked when the graph showing the federal standard would incorporate 2008 in it. Ms. Himes replied that it would be by March 2009.

Councilmember Jon Nehring asked about measuring the impacts of the change-outs. Ms. Himes said that her agency focused mainly on ambient air quality. They did not have a means of measuring the impacts of those change-outs directly.

Councilmember Jeff Vaughan thanked her for the presentation. He asked if the fine particles deposit in the lungs. Ms. Himes said they do. He asked about the “hang time”. She explained that it varied with the different types of PM2.5 particulates. She discussed the health impacts of the fine particulates.

Councilmember Vaughan asked how Marysville compares to areas like Denver. Ms. Himes agreed that those areas are very bad, but emphasized that her agency supports the stronger standards set by the EPA. Councilmember Vaughan commented on the effects of particulate matter coming from other areas. Ms. Himes discussed the transport issues, but noted that when the concentrations are highest it is when the winds are relatively light so it is more of a local issue. Councilmember Vaughan commented on the impacts they experienced in the media the last time she visited. He stressed that Marysville is taking the lead in the area on a lot of environmental issues. He requested that their agency stand up for them if image issues arise.

Councilmember Seibert commented that it was good to know that the particulates are coming from the north. Saying that the particulates are coming from the city of Marysville is not accurate since they are coming from north of the boundaries.

Paul Roberts agreed, but explained that the source is residential wood smoke that is coming from areas both within and without the boundaries of Marysville. Most of the residents are within the UGA and not currently within the current city limits. It would be helpful for the agency to go further north with the monitors.

Councilmember Carmen Rasmussen felt that better outreach to the people in the north was essential. If they are only reaching out to Marysville residents, they are missing a huge opportunity.

### **Discussion Items**

#### **Approval of Minutes**

3. Approval of May 12, 2008 City Council Meeting Minutes.
4. Approval of May 19, 2008 City Council Work Session Minutes.

#### **Consent**

5. Approval of May 14, 2008 Claims.
6. Approval of May 21, 2008 Claims.
7. Approval of May 20, 2008 Payroll.

#### **Review Bids**

8. Award Jennings Park Parking Lot Overlay Project.

Public Works Director Kevin Nielsen reviewed the bids for this project. Parks and Recreation Director Jim Ballew reported they had originally budgeted for both the east and west side, but since prices have increased, this will focus mainly on the west side project.

## **Public Hearings**

### **New Business**

9. Amendment No. 1 to the Janitorial Services Contract Between the City of Marysville and Advantage Building Services in the Amount of \$918.96 for a Total Amended Contract Price of \$90,048.12.

Public Works Director Kevin Nielsen stated that this is additional to the contract to do janitorial services at the wastewater treatment building.

10. One Year Professional Services Agreement with AmTest Laboratories, Inc. for Water Quality Testing, with an Added One Year Option for Renewal.

Public Works Director Kevin Nielsen said this is for testing for water quality samples. References have been checked and they all checked out satisfactorily.

11. Youth Athletic Fund Grant Agreement with the Recreation and Conservation Office (RCO) Youth Athletic Fund Grant Account.

Parks and Recreation Director Jim Ballew commented that this is formerly the IAC and refers to the agreement to improve Strawberry Fields. They are ready to start August 9 once the contract gets signed. He noted that the drainage they are putting in will work if the City ever decides to put turf on these fields.

12. Strawberry Festival 2008 Master Permit Renewal.

Parks and Recreation Director Jim Ballew explained that this is a formality. The proposal is identical to last year except the run will not be held the same day as the festival. Staff has asked them to work on a traffic management plan which they have agreed to do.

Councilmember Donna Wright asked about bleachers. Parks and Recreation Director Jim Ballew said the Strawberry Festival purchased portable bleachers which they have had for a few years. They will be used for the VIP area. Councilmember Jeff Seibert suggested looking at bringing in bleachers for some of the more crowded areas. Parks and Recreation Director Jim Ballew discussed difficulties associated with obtaining and setting these up.

Councilmember Carmen Rasmussen noted that there needs to be significantly more garbage cans this year.

Councilmember John Soriano asked for police statistics related to the Strawberry Festival. Commander Lamoureaux indicated he could look into that.

Councilmember Lee Phillips referred to item 12.7 which says that this information is not to be given to the public. Parks and Recreation Director Jim Ballew indicated he would talk with them about this.

13. Washington State Department of Transportation Developer/Local Agency Agreement for Improvements to SR531/27th Avenue NE with White Leasure for the Lakewood Pointe Development.

Public Works Director Kevin Nielsen explained this is mostly between WSDOT and the developer. It allows them on our right-of-way to do some improvements. He reviewed the details of the improvements.

14. Approval of a Planning Manager Position, Land Use Job Description and Placement on the Management Classification Grid at Range M-8.

Finance Director Sandy Langdon said this was approved in the 2008 budget, but did not have a job description and classification at that time. Councilmember Rasmussen asked how this compared to the budgeted amount. Ms. Langdon did not recall.

15. Affidavit Amending a Contract with Tyler Technologies Removing the PostalSoft Module from the City's Support Contract.

Finance Director Sandy Langdon explained that PostalSoft will not be needed since they will be outsourcing their billing.

16. Independent Contractor and Lease Agreement with Jack and Malinda Perkins of Marysville for the Caretaker Position at Jennings Memorial Park.

Parks and Recreation Director Jim Ballew explained that the caretakers from Jennings Park are moving to Strawberry Fields and new caretakers have been hired for Jennings Park.

17. Independent Contractor and Lease Agreement with Matt and Sabra Edgerton of Marysville for the Caretaker Position at Strawberry Fields Park.

See above.

18. An Ordinance of the City of Marysville, Washington Amending Portions of Chapter 9.20 Fireworks of the Marysville Municipal Code Relating to RCW Updates, Penalties; and Providing for Severability.

City Attorney Grant Weed explained that this is a follow-up to a discussion that Council had last year regarding changes in the penalty provisions. He reviewed the updated

provisions. He noted that this can be effective prior to this 4th of July if they choose to do so.

Councilmember Carmen Rasmussen asked how they would get this information out to the public. Councilmember Jeff Seibert suggested a press release. Commander Lamoureux indicated that is what they have done in the past. Councilmember Carmen Rasmussen suggested having signs made up for when people enter Marysville. Commander Lamoureux commented that they are not changing the law, they are just changing their method of enforcement.

Councilmember Jeff Seibert requested that the police department come back after the 4th of July with a report of the number of citations issued. Councilmember Carmen Rasmussen emphasized that this is a public safety issue. She suggested that it would be a good idea to announce how the revenue would be utilized. She noted that the majority of the complaints she has received are in regard to the number of days that the fireworks are discharged.

Councilmember Lee Phillips said that word of mouth will be the best advertisement that there is. He wasn't sure of the need to put up signs as people enter town. He noted that Doug Buell has done a good job getting signs out around town.

City Attorney Grant Weed suggested requiring the fireworks stands to pass out educational brochures with every purchase. Some councilmembers thought that this was already being done. Mr. Weed noted that there would be updated information necessary this year. Councilmember Jeff Seibert had concerns about who would supply the brochures. Councilmember Jeff Vaughan said the people buying at the local stands are not the ones causing the problems. He agreed with Councilmember Phillips that signs were not necessary because word of mouth would be very effective. Councilmember Carmen Rasmussen thought it was in the interest of fairness to advertise the change in the ordinance because of the dramatic change in the way this will be enforced. Councilmember Jeff Vaughan concurred. He felt that Doug Buell's communications have been very effective in the past. There was consensus to handle this through *The Messenger*, the media and Doug Buell's communications.

## **Legal**

### **Mayor's Business**

Mayor Kendall is in Las Vegas trying to bring shopping mall development to the city.

### **Staff Business**

Kevin Nielsen:

- 156th overcrossing meeting tomorrow night.
- Public Works has received a lot of complaints regarding garbage and utility carts being left out. This will be addressed in the nuisance ordinance.

- Public Works Committee may need to change date of meeting to allow for gathering of information.

Grant Weed had no comments.

Sandy Langdon had no comments.

Rob Lamoureux had no comments.

Call on Councilmembers

Carmen Rasmussen had no comments.

Donna Wright:

- She received a letter from a young person regarding police treatment. She wondered if anyone responded. Sandy Langdon indicated she would check on the matter.
- She asked how the flag would get to the AWC conference. Jim Ballew suggested checking with Doug Buell.

Jon Nehring will be unable to attend next Tuesday because of work. He requested an excused absence.

Jeff Vaughan informed Council that they had a presentation at Totem Middle School last week. He commended Jim Ballew and Rob Lamoureux for their presentation.

Jeff Seibert

- He asked about the status of work on 4th Avenue. Public Works Director Kevin Nielsen said they expect to start digging the second week in June.
- He asked for an explanation of the significant traffic enforcement on State Avenue a few weeks ago which was conducted with other jurisdictions. Commander Lamoureux explained that this was the result of a state grant.
- Some utility boxes have been tagged on State Avenue by the cemetery and need to be repainted.

## **Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 9:13 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 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 May 14, 2008 claims in the amount of \$435,971.70 paid by Check No.'s 46340 through 47500 with Check No.'s 45684, 46430 & 46765 voided.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-5**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$435,971.70 PAID BY CHECK NO.'S 46340 THROUGH 47500 WITH CHECK NO.'S 45684, 46430 & 46765 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14th DAY OF MAY 2008.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/8/2008 TO 5/14/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
47340	ACCURINT	INVESTIGATIVE TOOL	00103010.541000.	10.10
	ACCURINT		00103121.541000.	1.20
	ACCURINT		00103222.541000.	21.40
47341	ACE ACME SEPTIC SERVICE INC	HONEY BUCKET @ 614 LAKEWOOD RI	40140280.541000.	75.95
47342	AGRI TURF	CREDIT FOR PALLETS RETURNED	00105380.531000.	-21.70
	AGRI TURF	GREEN CARPET TURF	00105380.531000.	75.95
	AGRI TURF	GREEN CARPET TURF & PALLETS	00105380.531000.	347.20
47343	ALBERTSONS FOOD CENTER #471	EARTH DAY CELEBRATION & MTGS	40143410.541000.	8.58
	ALBERTSONS FOOD CENTER #471		40143410.549000.	32.18
	ALBERTSONS FOOD CENTER #471		40145040.553100.	21.70
	ALBERTSONS FOOD CENTER #471		40145040.553100.	32.55
47344	ALEXANDRIA ESTATES	UB 802040000004 6221 47TH AVE	401.122110.	116.34
47345	ALL BRITE FLOOR MAINTENANCE	FLOOR SERVICE @ PARK BARN	00105380.531000.	275.00
47346	ALLIED EMPLOYERS LABOR RELATIONS	5/08 MEMBERSHIP DUES	00100110.541000.	2,189.17
47347	AMERICA KEY BOXES	ACCES PEG - ORANGE	001.231700.	-13.48
	AMERICA KEY BOXES		00103222.531000.	171.98
47348	AMERICAN CLEANERS	APRIL CLEANERS - POLICE DEPT	00103010.526000.	10.47
	AMERICAN CLEANERS		00103121.526000.	112.58
	AMERICAN CLEANERS		00103222.526000.	132.37
	AMERICAN CLEANERS		00103960.526000.	28.21
	AMERICAN CLEANERS		00104190.526000.	130.81
	AMERICAN CLEANERS		00104230.526000.	19.53
47349	AWWA NW SUBSECTION	INSPECTION CLASS-GESSNER,ERGA	40143410.549000.	120.00
47350	ARAMARK UNIFORM SERVICES	MAT CLEANING - WWTP	40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES	MAT CLEANING - MEZZANINE	40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES	MECH UNIFORM	42047165.526000.	18.89
	ARAMARK UNIFORM SERVICES		42047165.526000.	18.89
	ARAMARK UNIFORM SERVICES		42047165.526000.	21.28
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING - BOB,MARK,ST	50100065.526000.	58.25
47351	ARLINGTON HARDWARE & LUMBER	TURNBUCKLE, QUICK CHAIN LINK	40141280.535000.	128.58
47352	CITY OF ARLINGTON	ARL CHRISTIAN SCHOOL-17200 GAL	40140080.533000.	34.74
47353	BAKER, JANET & LUND, GARY	UB 985006000001 5006 67TH AVE	410.122100.	131.67
47354	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	50300090.542000.	93.55
47355	BEN MEADOWS	VESTS	401.231700.	-8.23
	BEN MEADOWS		40143410.526200.	105.06
47356	BERGER/ABAM ENGINEERS INC	PAY EST # 3 ON CONTRACT #2	30500030.563000.R0604	34,077.03
47357	BLOEDEL RESERVE	ADMISSION TO BLOEDEL RESERVE	00105250.531050.	82.00
47358	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT FOR FAST, T	00103222.526000.	-130.78
	BLUMENTHAL UNIFORMS & EQUIPMENT	ALLEN, D - PANT	00103222.526000.	28.23
	BLUMENTHAL UNIFORMS & EQUIPMENT	BENSON, J - PANT	00103222.526000.	106.12
	BLUMENTHAL UNIFORMS & EQUIPMENT	BENSON, JOSH - BOOTS	00103222.526000.	260.21
	BLUMENTHAL UNIFORMS & EQUIPMENT	SEWELL, BRYCEN - NEW HIRE	00103222.526000.	322.49
	BLUMENTHAL UNIFORMS & EQUIPMENT	LUTSCHG, BRIAN	00103222.526000.	861.89
47359	RAE BOYD, APRN, BC	INMATE MEDICAL CARE	00103960.541000.	2,060.00
47360	BRAINSTORM INC.	SHAREPOINT 07 TRAINING MATER	503.231700.	-0.85
	BRAINSTORM INC.		50300090.531000.	10.80
47361	BRIM TRACTOR COMPANY, INC.	ELECTRICAL SWITCH	42047165.548000.	51.47
47362	DOUG BUELL	REIMB FOR TUITION	00100720.531000.	1,660.50
47363	EDWARD & HEATHER BURTON	TRANSCRIBE PARK ADVISORY BOAR	00105380.541000.	200.00
47364	BUSINESS 21 PUBLISHING	22 ISSUES OCC HEALTH & SAFETY	00100310.531200.	299.00
47365	CAMP FIRE USA	INSTRUCTOR SERVICES	00105120.541020.	425.00
47366	ELLEN CARPENTIER	INTERPRETING SERVICES	00105120.541020.	320.00
47367	CARR'S ACE HARDWARE	STORAGE TRAYS, PAINT, BOX STAK	10111864.531000.	120.33
	CARR'S ACE HARDWARE	HEX KEYS	40141280.535000.	1.30
47368	CBI SERVICES, INC	PAY ESTIMATE # 8	40220594.563000.W0504	103,899.88
47369	CDW GOVERNMENT INC	WINDOW SERVER STD 08/DVD	50300090.531000.	27.14





**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/8/2008 TO 5/14/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
47402	HICKEY, STEVE	UB 091671690004 9704 52ND DR N	401.122110.	231.01
47403	HOLTOM, MARSHALL & BEVERLY	UB 986917000000 6917 38TH PL N	401.122130.	25.00
47404	IDEARC MEDIA CORP.	YELLOW PAGE AD	42047267.544000.	187.90
47405	DEPT OF INFORMATION SERVICES	TELECOMMUNICATION SRVCS	00104190.551000.	723.71
47406	INTERSTATE AUTO PARTS WAREHOUSE	MISC SHOP PARTS	50100065.531000.	282.48
47407	SARA JEFFERS-ATCHLEY	REFUND CLASS FEE	00110347.376009.	30.00
47408	MARVIN JOHNSON	REFUND SECURITY DEPOSIT	001.239100.	200.00
47409	DENNIS KENDALL	REIMB FOR TRAVEL	00100110.543000.	87.59
47410	LAKESIDE INDUSTRIES	EZ STREET ASPHALT	10110130.531000.	1,230.24
47411	LANE & ASSOCIATES, INC.	PAY ESTIMATE # 17	30500030.563000.R0301	764.00
47412	LASTING IMPRESSIONS INC	EMBR- DOCKSTADER	00103222.526000.	10.85
	LASTING IMPRESSIONS INC	SHIRT FOR SPRING SOCCER LGE	00105120.531030.	17.37
	LASTING IMPRESSIONS INC	CREW UNIFORMS	42047165.526000.	291.17
47413	LAW ENFORCEMENT EQUIPMENT DISTRIBU	DUTY HOLSTER- WADE, W	00103222.526000.	95.64
	LAW ENFORCEMENT EQUIPMENT DISTRIBU	SSII NYLON HOLSTER - WADE, W	00103222.526000.	316.45
47414	JEFF LAYCOCK	REIMB FOR TRAVEL/PARKING	00100020.549000.	14.00
47415	LES SCHWAB TIRE CENTER	TIRES	501.141100.	648.35
47416	DEPT OF LICENSING	BRONSON, FRANCES (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	JORDEN, GEORGE ( ORIG)	001.237020.	18.00
	DEPT OF LICENSING	KOPS, ANDREW (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	RICHARDSON, MICHAEL (RENEW)	001.237020.	18.00
	DEPT OF LICENSING	STEWERT, KATHRYN (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	MATZ, JACQULYN (LT RENEWAL)	001.237020.	21.00
47417	DEPT OF LICENSING	AMERICAN LOAN COMPANY	001.237080.	125.00
	DEPT OF LICENSING	CHARLES FRANCES GRAVES	001.237080.	125.00
47418	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICES	00105120.541020.	121.60
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	524.80
47419	KEVIN MARTINDALE	REFUND- SCHEDULE CONFLICT	00110347.376009.	89.00
47420	MARYSVILLE HISTORICAL SOCIETY	RETURN DEPOSIT	001.239100.	13.00
	MARYSVILLE HISTORICAL SOCIETY		001.239100.	45.00
47421	MARYSVILLE PRINTING	BUSINESS CARDS FOR COWLING	00100020.531000.	113.82
	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS	50200050.531000.	303.30
47422	CITY OF MARYSVILLE	WTR/GRB/SWR/STORM@1015 STATE	00101250.547000.	519.90
	CITY OF MARYSVILLE	WATER @ 1049 STATE AVE	00103530.547000.	60.20
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1049 STATE AVE	00103530.547000.	533.90
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 514 DELTA AVE	00105250.547000.	475.70
	CITY OF MARYSVILLE	WATER @ 3RD AND STATE	00105380.547000.	23.70
	CITY OF MARYSVILLE	WTR/SWR @ 514 DELTA AVE	00105380.547000.	88.80
	CITY OF MARYSVILLE	WTR/SWR @ 1050 COLUMBIA AVE	00105380.547000.	96.30
	CITY OF MARYSVILLE	GRB @ 80 COLUMBIA	10110130.547000.	444.00
	CITY OF MARYSVILLE	WATER @ 80 COLUMBIA	40142480.547000.	1,139.00
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 80 COLUMBIA	40142480.547000.	1,643.50
	CITY OF MARYSVILLE	WTR/SWR @ 80 COLUMBIA	40143780.547000.	149.10
	CITY OF MARYSVILLE	GRB @ 80 COLUMBIA	50100065.547000.	580.00
47423	MCDONALD, TOM & LINDA	UB 101041000000 9211 45TH DR N	401.122110.	139.84
47424	MCEVOY OIL CO.	DELIVERY CHRGS MISSED 3/5/08	40143880.532000.	108.60
47425	MCLOUGHLIN & EARDLEY CORP	BULBS	501.141100.	194.65
	MCLOUGHLIN & EARDLEY CORP		501.231700.	-15.25
47426	TARA MIZELL	REIMB FOR CASH & CARRY RECEIPT	00100310.549010.	104.38
47427	MOTOROLA	RADIOS AND ALL THE ACCESSORIES	00103222.542000.	21,876.21
47428	MARYSVILLE LITTLE LEAGUE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
47429	NELSON PETROLEUM	GASOLINE AND DIESEL - GOLF	42047165.532000.	1,251.19
	NELSON PETROLEUM	HYDRAULIC FLUID	42047165.548000.	696.26
47430	NELSON, ANDREW & PAULA	UB 761282210000 7109 63RD PL N	401.122110.	213.69
47431	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	17.64
	NEXTEL COMMUNICATIONS		50300090.542000.	17.64
	NEXTEL COMMUNICATIONS		50300090.542000.	17.64

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 5/8/2008 TO 5/14/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
47431	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	17.64
	NEXTEL COMMUNICATIONS		50300090.542000.	35.28
	NEXTEL COMMUNICATIONS		50300090.542000.	35.28
	NEXTEL COMMUNICATIONS		50300090.542000.	41.93
	NEXTEL COMMUNICATIONS		50300090.542000.	52.92
	NEXTEL COMMUNICATIONS		50300090.542000.	52.92
	NEXTEL COMMUNICATIONS		50300090.542000.	52.92
	NEXTEL COMMUNICATIONS		50300090.542000.	65.13
	NEXTEL COMMUNICATIONS		50300090.542000.	80.48
	NEXTEL COMMUNICATIONS		50300090.542000.	94.22
	NEXTEL COMMUNICATIONS		50300090.542000.	96.91
	NEXTEL COMMUNICATIONS		50300090.542000.	106.62
	NEXTEL COMMUNICATIONS		50300090.542000.	123.48
	NEXTEL COMMUNICATIONS		50300090.542000.	125.97
	NEXTEL COMMUNICATIONS		50300090.542000.	144.12
	NEXTEL COMMUNICATIONS		50300090.542000.	167.22
	NEXTEL COMMUNICATIONS		50300090.542000.	171.21
	NEXTEL COMMUNICATIONS		50300090.542000.	203.59
	NEXTEL COMMUNICATIONS		50300090.542000.	250.60
	NEXTEL COMMUNICATIONS		50300090.542000.	252.67
	NEXTEL COMMUNICATIONS		50300090.542000.	274.50
	NEXTEL COMMUNICATIONS		50300090.542000.	510.54
	NEXTEL COMMUNICATIONS		50300090.542000.	1,258.76
47432	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE 640 GALS	40140780.531001.	1,376.65
47433	NORTHUP GROUP	PRE EMPLOYMENT EVALUATION	00103222.541000.	300.00
47434	NORTHWEST CASCADE INC	HONEY BUCKETS-SOFTBALL LGE	00105120.531010.	206.65
	NORTHWEST CASCADE INC	MPHS EXTRA SERVICE THRU TOURNY	00105120.531020.	274.00
	NORTHWEST CASCADE INC	HONEY BUCKET @ SK8PRK	00105380.545000.	103.33
47435	NORTHWESTERN AUTO REBUILD INC	REPAINT LT FR DOOR- LUMINA	50100065.548000.	1,068.94
47436	VICKY NYMAN	REIMB FOR MTG REFRESHMENTS	00104190.549000.	87.13
47437	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	14.97
	OFFICE DEPOT	PAPER	00100020.531000.	19.89
	OFFICE DEPOT	OFFICE SUPPLIES	00100060.531000.	6.08
	OFFICE DEPOT		00100060.531000.	8.88
	OFFICE DEPOT		00100110.531000.	187.63
	OFFICE DEPOT		00101130.531000.	6.06
	OFFICE DEPOT	PAPER	00102020.531000.	19.89
	OFFICE DEPOT	OFFICE SUPPLIES	00103121.531000.	25.72
	OFFICE DEPOT		00103121.531000.	432.02
	OFFICE DEPOT		00103222.531000.	28.86
	OFFICE DEPOT		00103222.531000.	41.00
	OFFICE DEPOT		00103222.531000.	50.00
	OFFICE DEPOT		00103222.531000.	986.88
	OFFICE DEPOT		00103960.531000.	32.00
	OFFICE DEPOT		00104190.531000.	5.00
	OFFICE DEPOT		00104190.531000.	15.26
	OFFICE DEPOT		00104190.531000.	26.94
	OFFICE DEPOT	COLOR PAPER	00105380.531000.	6.78
	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	20.08
	OFFICE DEPOT	USB DRIVE	00105380.531000.	41.95
	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	55.40
	OFFICE DEPOT		00143523.531000.	3.18
	OFFICE DEPOT		00143523.531000.	4.21
	OFFICE DEPOT		00143523.531000.	29.61
	OFFICE DEPOT		10110130.531000.	49.22
	OFFICE DEPOT		10111864.531000.	11.14
	OFFICE DEPOT		40143410.531000.	14.97

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 5/8/2008 TO 5/14/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
47437	OFFICE DEPOT	PAPER	40143410.531000.	19.89
	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	130.95
	OFFICE DEPOT	STICKERS FOR EARTH DAY	40145040.553100.	6.83
	OFFICE DEPOT	RETURN PAPER FOR CREDIT	42047267.531000.	-56.40
	OFFICE DEPOT	OFFICE SUPPLIES	42047267.531000.	12.59
	OFFICE DEPOT		42047267.531000.	36.90
	OFFICE DEPOT		42047267.531000.	66.61
	OFFICE DEPOT		50100065.531000.	1.66
	OFFICE DEPOT	PAPER	50100065.531000.	3.32
	OFFICE DEPOT	OFFICE SUPPLIES	50200050.531000.	1.66
	OFFICE DEPOT	PAPER	50200050.531000.	3.32
47438	ALLENA OLSON	REIMB FOR EMP APPRECIATION REC	00100310.549010.	23.85
47439	OTAK	PAY ESTIMATE # 11	40145040.541000.D0720	3,701.00
	OTAK	PAY ESTIMATE # 12	40145040.541000.D0720	16,503.55
47440	PACIFIC POWER BATTERIES	BATTERY FOR PARKS MAINT CAMERA	00105380.531000.	9.04
	PACIFIC POWER BATTERIES	BATTERIES FOR SPOT LIGHT	10111864.531000.	4.07
47441	PACIFIC TOPSOILS INC	ASPHALT DUMP	10110130.531000.	177.00
	PACIFIC TOPSOILS INC		40140380.531000.	177.00
47442	PREMIUMWEAR, INC	UNIFORM JACKETS	420.231700.	-18.25
	PREMIUMWEAR, INC		42047267.526000.	232.92
47443	PARRICK, RICHARD	UB 760021000001 5225 69TH DR N	401.122110.	15.40
47444	THE PARTS STORE	SWITCH	42047165.548000.	3.71
	THE PARTS STORE	WIPER BLADES	42047165.548000.	14.58
	THE PARTS STORE	OIL,AIR,TRANS FILTERS, BLADES	501.141100.	114.21
	THE PARTS STORE	BULBS	50100065.531000.	128.63
	THE PARTS STORE	REFUND FOR NUMBERS	50100065.534000.	-23.27
	THE PARTS STORE	NUMBERS	50100065.534000.	23.27
	THE PARTS STORE	STICKERS	50100065.534000.	35.24
47445	PARTSMASTER	PASTEBOND	42047165.548000.	49.75
47446	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	00100020.532000.	189.30
	PETROCARD SYSTEMS INC	FUEL CONSUMED-POLICE DEPT	00103222.532000.	6,175.76
	PETROCARD SYSTEMS INC	FUEL CONSUMED-PARKS AND REC	00105380.532000.	1,344.70
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPERATIONS/SANA	40143880.532000.	5,704.05
	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	40145040.532000.	52.08
	PETROCARD SYSTEMS INC	FUEL CONSUMED-OPERATIONS/SANA	41046060.532000.	4,493.70
	PETROCARD SYSTEMS INC	FUEL CONSUMED-GOLF	42047165.532000.	39.20
	PETROCARD SYSTEMS INC	FUEL CONSUMED-FLEET/FACILITIES	50100065.532000.	124.22
	PETROCARD SYSTEMS INC		50200050.532000.	132.84
47447	DENISE FREEMAN	JUMPSUIT-HARDY, J	00103222.526000.	371.27
47448	TONY POCHE	MISC TOOLS	50100065.535000.	95.05
	TONY POCHE	HOLE CUTTER KIT	50100065.535000.	117.44
47449	PROTHMAN COMPANY	ENGINEERING MNGR SEARCH	00100020.541000.	1,734.84
47450	PROVIDENCE EVERETT MEDICAL CENTER	INMATE MEDICAL CARE	00103960.541000.	488.26
47451	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 258-014-292-1	00105380.547000.	23.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 258-010-895-5	00105380.547000.	23.49
	PUD NO 1 OF SNOHOMISH COUNTY	690-001-250-8	10110463.547000.	1,524.27
	PUD NO 1 OF SNOHOMISH COUNTY	660-001-330-1	10110463.547000.	1,880.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 670-001-300-3	10110463.547000.	10,526.97
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 345-002-250-8	10110564.547000.	54.24
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 295-001-624-2	40140180.547000.	227.16
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-786-2	40142280.547000.	925.14
47452	PUGET SOUND ENERGY	ACCT 753-901-800-7	00100010.547000.	909.42
	PUGET SOUND ENERGY	ACCT 835-819-211-3	00101250.547000.	314.24
	PUGET SOUND ENERGY	ACCT 549-775-008-2 CITY HALL	00103530.547000.	362.42
	PUGET SOUND ENERGY	ACCT 616-190-400-5	00105250.547000.	75.92
	PUGET SOUND ENERGY	ACCT 922-456-500-3	40143780.547000.	120.52
	PUGET SOUND ENERGY	ACCT 435-851-700-3	40143780.547000.	634.20

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 5/8/2008 TO 5/14/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
47452	PUGET SOUND ENERGY	ACCT 433-744-264-6	42047267.547000.	64.17
47453	PUGET SOUND SECURITY	DUPLICATE KEYS MADE	00103222.531000.	9.60
47454	PUGET SOUND SECURITY	DUPLICATE KEY	00103222.531000.	2.12
	PUGET SOUND SECURITY	DUPLICATE KEY AND RINGS	00105380.531000.	20.47
	PUGET SOUND SECURITY	DUP KEYS, RINGS AND LOCKS	00105380.531000.	41.24
47455	QUALITY COATINGS INSPECTION	PAY ESTIMATE # 2	40220594.563000.W0003	275.00
	QUALITY COATINGS INSPECTION	PAY ESTIMATE # 3	40220594.563000.W0003	2,308.00
47456	R&R PRODUCTS INC	BALL JOINT	42047165.548000.	45.18
	R&R PRODUCTS INC	BED KNIFE X 3	42047165.548000.	84.79
47457	PAUL ROBERTS	REIMB FOR CHAMBER SOCIT MTG	40143410.549000.	20.00
47458	GEORGE J SAAD	ROW DEED AND DEDICATION	30500030.563000.R0804	6,000.00
47459	CORI SHACKLETON	REIMB FOR TRAINING COSTS	00103121.549100.	135.05
47460	SIRVA RELOCATION LLC	UB 790111650000 5308 64TH AVE	401.122110.	25.62
47461	SMOOTS DEVELOPMENT	WATCHDOG REFUND LESS DEP&USE	401.245200.	131.75
47462	EVE SNIDER	INSTRCUTOR SERVICES	00105120.541020.	780.00
47463	SNOHOMISH COUNTY TREASURER	CODE # 1183315704121	00102570.551000.	841.20
47464	SONITROL	SECURITY MONITORING	00100010.541000.	98.00
	SONITROL		00100110.541000.	85.00
	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
47465	SOUND HARLEY DAVIDSON	JIFFY STAND SPRING	00103222.531000.	15.17
	SOUND HARLEY DAVIDSON	BORA BLK 24-7 CONTRAST	00103222.531000.	215.92
47466	SOUND SAFETY PRODUCTS CO INC	SHIRTS	00102020.526000.	93.79
	SOUND SAFETY PRODUCTS CO INC	GLOVES	00103960.531000.	14.67
	SOUND SAFETY PRODUCTS CO INC	T-SHIRTS	501.141100.	28.34
	SOUND SAFETY PRODUCTS CO INC	SHIRTS AND WINTER JACKET	501.141100.	140.64
	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	141.66
	SOUND SAFETY PRODUCTS CO INC	T-SHIRTS AND POLO SHIRTS	501.141100.	194.94
	SOUND SAFETY PRODUCTS CO INC	GLOVES AND SAFETY GLASSES	501.141100.	250.78
47467	SPRINGBROOK NURSERY	GRAVEL FOR PRK MAINT PLACEMENT	00105380.531000.	112.98
47468	WASHINGTON STATE PATROL	CPL & TAXI FINGERPRINT	001.237100.	308.00
	WASHINGTON STATE PATROL		00102020.541000.	60.00
47469	SUPERIOR SIGNALS INC	CREDIT TO ADJ PRICE	501.141100.	-274.68
	SUPERIOR SIGNALS INC	STROBE BEACON	501.141100.	523.80
	SUPERIOR SIGNALS INC		501.231700.	-41.04
	SUPERIOR SIGNALS INC	CREDIT TO ADJ PRICE	501.231700.	21.52
47470	SYSTEMS INTERFACE INC	PARTS FOR BV-07	40141580.541000.	310.33
47471	ELMER TAPPER	REFUND DEPOSIT FOR RENTAL	001.239100. -	65.00
	ELMER TAPPER		001.239100.	135.00
47472	TEXTRON FINANCIAL CORPORATION	LEASE 15 EZ GO TXT GOLF CARTS	42047165.545000.	1,616.00
47473	TITLEIST	COBRA SPORT CART BAG	420.141100.	45.60
	TITLEIST	SPORT CART BAG	420.141100.	45.60
	TITLEIST	HATS AND VISORS	420.141100.	349.24
47474	TRICO CONSTRUCTION	RELEASE OF RETAINAGE FEES	401.223400.	8,800.80
47475	TRIERWEILER, JOHN & MARTHA	UB 400990450001 2525 169TH ST	401.122110.	144.87
47476	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.542000.	79.76
47477	UNITED PIPE & SUPPLY INC	GASKETS	40140180.531000.	13.80
47478	USA BLUEBOOK	RETURN 3 END CAPS	40141280.531000.	-47.85
	USA BLUEBOOK	GLOVES,LOCKOUT/TAGOUT STATION	40141580.535000.	387.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
47479	JEFF VANDENBERG	REIMB FOR TAC TRAINING EXPENSE	00103222.549100.	105.00
47480	VCA ANIMAL MEDICAL CENTER	EXAM/CONSULT- STRAY CAT	00104230.541000.	94.14
47481	VERIZON NORTHWEST	POLE BLDG	00103222.542000.	159.20
	VERIZON NORTHWEST	ACCT.# 03 0211 1004696094 01	00104000.542000.	35.00
	VERIZON NORTHWEST	ACCT 100664011800	00104000.542000.	85.69
	VERIZON NORTHWEST	ACCT 03 0275 1027463801 05	00104000.542000.	100.15
	VERIZON NORTHWEST	ACCT 103957234007	40142480.542000.	51.71
	VERIZON NORTHWEST	ACCT030211109792481505	40143410.542000.	75.01
47482	VINYL SIGNS & BANNERS	SIGNAGE FOR CITY PARK	00105380.531000.	1,171.80
47483	W.A. BOTTING COMPANY	T-STAT INSTALL AC#3	00100010.548000.	669.84
	W.A. BOTTING COMPANY	MOVE DIFFUSER	00101250.548000.	398.74
	W.A. BOTTING COMPANY	CHECK AIR DAMPERS	00103530.548000.	385.45
	W.A. BOTTING COMPANY	REPLACE MEGSTARTER IN LIBRARY	00112572.548000.	414.49
	W.A. BOTTING COMPANY	NO HEAT IN LIBRARY	00112572.548000.	548.28
	W.A. BOTTING COMPANY	LIBRARY CONF ROOM REPAIR	00112572.548000.	574.20
	W.A. BOTTING COMPANY	ADD DEFLECTOR TO DIFFUSER	40142480.548000.	446.75
	W.A. BOTTING COMPANY	REPLACE TRANSFORMER	42047165.548000.	255.14
47484	WA STATE FERRIES	RETURN FERRY TRANS/BLOEDEL	00105250.531050.	41.70
47485	WA STATE FERRIES	FERRY TRANS TO BLOEDEL RESERV	00105250.531050.	11.55
47486	WASHINGTON STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	001.237010.	45,283.86
	WASHINGTON STATE TREASURER		001.237030.	319.50
47487	WA ASSOC OF BUILDING OFFICIALS	POSTING FOR ELEC INSPECTOR	00102020.544000.	50.00
47488	WSU	08 NW CLERKS INSTITUTE	00101130.543000.	300.00
47489	WASHINGTON CITIES INSURANCE AUTHORI	PER POLICE RELEASE SETTLEMENT	00103010.541000.	30,111.25
47490	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES	00105515.541000.	450.50
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	12,903.93
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	38,647.60
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	48.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0701	243.75
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	1,223.75
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	840.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	12,903.92
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	1,600.00
47491	WELCOME COMMUNICATIONS	CHARGER	00103222.531000.	58.71
47492	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES	42047165.531700.	413.44
47493	WESTERN GRAPHICS INC	LEFT SIDE VEHICLE GRAPHICS	50100065.534000.	401.47
47494	WILBUR-ELLIS	HERBICIDE	42047165.531930.	1,436.39
47495	WINDEMERE RELOCATION	UB 987208000000 7208 30TH ST N	401.122120.	70.29
47496	CHESTER WOGUE	USED BALLS	420.141100.	250.00
47497	WSSUA	UMPIRES FOR 08 SOFTBALL LEAGUE	00105120.531010.	1,050.00
47498	BRAD ZAHNOW	REIMB FOR LODGING/MEALS	40143410.543020.	327.41
47499	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	00105380.531000.	14.43
47500	ZUMAR INDUSTRIES	ADJ X-PIECE FLAT, RIVETS	10111864.531000.	131.14

**WARRANT TOTAL:**

**466,174.38**

**LESS VOIDS**

CHECK # 45684 (58.00)

CHECK # 46430 (30,111.25)

CHECK # 46765 (33.43)

**435,971.70**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 2008**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the May 21, 2008 claims in the amount of \$635,272.90 paid by Check No.'s 47501 through 47657 with Check No.'s 47256 & 47363 voided.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
CLAIMS  
FOR  
PERIOD-5

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS IN THE AMOUNT OF \$635,272.90 PAID BY CHECK NO.'S 47501 THROUGH 47657 WITH CHECK NO.'S 47256 & 47363 VOIDED ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*Jandy Gagnon*  
\_\_\_\_\_  
AUDITING OFFICER

*5/21/08*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED CLAIMS ON THIS 21<sup>ST</sup> DAY OF MAY 2008.

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/15/2008 TO 5/21/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
47501	WASHINGTON STATE DEPARTMENT OF	SALES AND USE TAX APRIL 2008	001.231700.	700.93
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	3.03
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	21.46
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	39.64
	WASHINGTON STATE DEPARTMENT OF		00105090.549000.	-3.31
	WASHINGTON STATE DEPARTMENT OF		101.231700.	12.75
	WASHINGTON STATE DEPARTMENT OF		401.231700.	106.46
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	42,775.27
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	3,523.12
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	18,914.68
	WASHINGTON STATE DEPARTMENT OF		420.231700.	199.99
	WASHINGTON STATE DEPARTMENT OF		420.231710.	7,775.35
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	431.95
	WASHINGTON STATE DEPARTMENT OF		501.231700.	1,531.32
	WASHINGTON STATE DEPARTMENT OF		503.231700.	30.06
47502	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING 4/08	00143523.541000.	979.66
47503	ALBERTSONS FOOD CENTER #471	SUPPLIES FOR PRKS&REC AND KBSC	00105120.531070.	10.61
	ALBERTSONS FOOD CENTER #471		00105120.531070.	33.46
	ALBERTSONS FOOD CENTER #471		00105120.531070.	40.05
	ALBERTSONS FOOD CENTER #471		00105120.531070.	104.22
	ALBERTSONS FOOD CENTER #471		10605250.549000.	37.43
	ALBERTSONS FOOD CENTER #471		10605250.549000.	80.62
	ALBERTSONS FOOD CENTER #471		10605250.549000.	149.71
47504	ALL BATTERY SALES & SERVICE	SP-40 HD BATTERY	50100065.534000.	53.31
47505	AMERICAN APPRAISAL ASSOCIATES INC	FINAL PMT CONTRACT INFRAST VAL	00199513.541000.	255.00
	AMERICAN APPRAISAL ASSOCIATES INC		10111230.541000.	255.00
47506	AMSAN SEATTLE	LAUNDRY SOAP	40140480.531000.	96.84
	AMSAN SEATTLE	WYPALL WIPES	501.141100.	88.83
	AMSAN SEATTLE	DEGREASER	501.141100.	333.78
47507	ANTHONY'S AT POINT DEFIANCE	LUNCH FEES-KBSC BRUNCH MYSTER	00105250.531050.	220.00
47508	ARAMARK UNIFORM SERVICES	MAT CLEANING - WWTP	40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES		40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES	MAT CLEANING - PW ADMIN BLDG	40143410.549000.	99.75
	ARAMARK UNIFORM SERVICES	MAT CLEANING - MEZZANINE	40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING-BOB,MARK,STEV	50100065.526000.	58.25
47509	ATLAS FENCE COMPANY	REPAIR GATE AT P S B	00100010.531000.	190.91
47510	KENT BAKER	INSTRUCTOR SERVICES	00105120.541020.	180.00
47511	JAMES B BALLEW	REIMB FOR CD/DVD PLAYER-UTIL B	00105120.531060.	147.38
47512	BANK OF AMERICA	FINANCE CHARGE REIMB	00103010.549000.	12.60
47513	BANK OF AMERICA	REIMB FOR TRAVEL	00100110.549000.	44.53
47514	BANK OF AMERICA	MTG EXPENSE REIMB	00102020.543000.	50.00
47515	BANK OF AMERICA	MTG/CONF REIMBURSEMENT	00100060.549000.	850.00
	BANK OF AMERICA		00100110.549000.	442.85
	BANK OF AMERICA		00100310.549000.	16.42
	BANK OF AMERICA		00105380.549000.	465.00
	BANK OF AMERICA		40143410.549000.	16.42
47516	BANK OF AMERICA	FINANCE CHARGE REIMB	00103222.549000.	19.83
47517	BANK OF AMERICA	FEE REIMBURSEMENT	40143410.549000.	20.00
47518	BANK OF AMERICA		00103010.549000.	36.47
47519	BANK OF AMERICA	FINANCE CHARGE REIMB	00103010.549000.	38.35
47520	BANK OF AMERICA	MEETING REIMBURSEMENT	00100060.549000.	120.00
	BANK OF AMERICA		00100110.549000.	112.29
	BANK OF AMERICA		00100720.549000.	20.00
47521	THE BANK OF NEW YORK	ADMIN FEES- MARCLID98	26400000.585000.	180.19
47522	BATTERIES PLUS	12V 7.5 AH AGM VRLA	50300090.535000.	601.10
47523	BLUE MARBLE ENVIRONMENTAL	61 HOURS JACK HARRIS + MILEAGE	41046290.541000.	4,611.87

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/15/2008 TO 5/21/2008**

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47524	BLUMENTHAL UNIFORMS & EQUIPMENT	TACT PANTS- FAST, TODD	00103222.526000.	130.78
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM- DOCKSTADER, CRAIG	00103222.526000.	237.49
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM - FAST, TODD	00103222.526000.	339.44
	BLUMENTHAL UNIFORMS & EQUIPMENT	NEW HIRE UNIFORM- ALLEN, DAVID	00103222.526000.	518.69
47525	MARTY BREWER	USED BALLS	420.141100.	300.00
47526	BROSSARD, DONALD	UB 020190000000 4632 88TH ST N	401.122110.	13.89
47527	DOUG BUELL	REIMB FOR SUPPLIES	00100110.549000.	36.46
	DOUG BUELL		00100720.531000.	27.11
47528	DOUG BYDE	REIMB FOR MEALS/LODGING/TRANS	40143410.543010.	241.99
47529	CALDWELL, JENNIFER & MATTHEW	UB 037815000000 7815 87TH ST N	401.122110.	223.39
47530	CAPTAIN DIZZYS EXXON	CAR WASH- CD	00102020.531000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES - POLICE DEPT	00103222.548000.	58.50
	CAPTAIN DIZZYS EXXON		00104230.548000.	22.50
	CAPTAIN DIZZYS EXXON	CAR WASH- PARKS & REC	00105380.531000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASH- PW	40143410.541000.	4.50
47531	CARR'S ACE HARDWARE	1/4 X 1 BOLTS	40142480.531300.	6.51
	CARR'S ACE HARDWARE	COUPLERS	40145040.548000.	9.53
	CARR'S ACE HARDWARE	ACETONE AND SPRAY PAINT	41046060.548000.	51.30
47532	CASCADE MAILING	UB MAILING	00143523.542000.	247.87
	CASCADE MAILING		00143523.542000.	380.57
47533	CDW GOVERNMENT INC	PS MONITOR ARM	00100010.531000.	554.17
	CDW GOVERNMENT INC	PRINTER- PARKS DEPT	00105380.535000.	679.47
	CDW GOVERNMENT INC	MISC PERIPHERAL	50300090.531000.	177.70
	CDW GOVERNMENT INC		50300090.535000.	23.45
	CDW GOVERNMENT INC		50300090.535000.	60.85
	CDW GOVERNMENT INC	SYMANTIC LICENSE RENEWAL	50300090.535000.	358.08
47534	CEDAR GROVE ORGANICS RECYCLING, LLC	96 GALLON TOTER	41046290.541000.	38.10
	CEDAR GROVE ORGANICS RECYCLING, LLC	1 CUBIC YARD BOX	41046290.541000.	73.35
47535	CHAMPION BOLT & SUPPLY	MISC NUTS AND BOLTS	40142480.531300.	32.96
47536	RICHARD CHEESMAN	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
47537	CHELAN COUNTY TREASURER	HOUSING OF INMATES FOR 4/08	00103960.551000.	7,040.00
47538	CITY TREASURER EVERETT WA	WATER/FILTRATION SERVICE	40140080.533000.	102,049.04
47539	CODE PUBLISHING INC	MUNICIPAL CODE UPDATE	00101130.549000.	3,039.79
47540	COMCAST	I-NET EXTENSION TO SUNNYSIDE	10800080.549000.0839	33,388.89
47541	CO-OP SUPPLY	LAWN/GARDEN SUPPLIES	10111230.535000.	30.15
	CO-OP SUPPLY	GRASS SEED	40145040.548000.	390.51
	CO-OP SUPPLY	SOD EDGER	42047165.535000.	65.09
	CO-OP SUPPLY	MARKING PAINT	42047165.549000.	11.15
47542	CHERYL CORN	REFUND CLASS FEE	00110347.376009.	55.00
47543	WA DEPT OF CORRECTIONS	INMATE FOOD	00103960.531250.	1,448.84
	WA DEPT OF CORRECTIONS		00103960.531250.	1,659.24
	WA DEPT OF CORRECTIONS		00103960.531250.	1,718.65
47544	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	225.00
47545	CULVER COMPANY	WATER WISE PENCILS,BOOKS,RULER	401.231700.	-122.36
	CULVER COMPANY		40143410.531000.	1,561.80
47546	DAN MEEKS	CURBS AND GUTTER	10110361.531000.	857.00
	DAN MEEKS	145 SF SIDEWALKS & 75 SF DRIVE	10110361.531000.	1,214.00
	DAN MEEKS	430 SF SIDE WALKS	10110361.531000.	2,251.00
47547	DATABASE SECURE RECORDS DESTRUCTIO	SHREDDING SERVICES	00100020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO	SHREDDING SERVICE	00100110.549000.	4.25
	DATABASE SECURE RECORDS DESTRUCTIO		00100110.549000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		00100310.549000.	4.25
	DATABASE SECURE RECORDS DESTRUCTIO	SHREDDING SERVICES	00101130.531000.	18.25
	DATABASE SECURE RECORDS DESTRUCTIO		00102020.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		00103010.548000.	25.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103121.548000.	25.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103222.548000.	25.00

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47547	DATABASE SECURE RECORDS DESTRUCTIO	SHREDDING SERVICES	00103960.548000.	25.00
	DATABASE SECURE RECORDS DESTRUCTIO		00104190.548000.	9.50
	DATABASE SECURE RECORDS DESTRUCTIO		00105250.531000.	8.50
	DATABASE SECURE RECORDS DESTRUCTIO		40143410.531000.	2.55
	DATABASE SECURE RECORDS DESTRUCTIO		50100065.531000.	0.42
	DATABASE SECURE RECORDS DESTRUCTIO		50200050.531000.	0.43
47548	DELL MARKETING LP	MDC LAPTOP	00103222.535000.	1,374.17
	DELL MARKETING LP		00103222.535000.	1,374.17
47549	DUNLAP INDUSTRIAL	TOOLS FOR PROJECT VAN	40145040.535000.	1,486.76
47550	DUTTON ELECTRIC CO., INC.	REPAIR TWO ELEC CORD REELS	00100010.548000.	1,169.13
	DUTTON ELECTRIC CO., INC.	INSTALL POWER OUTLETS & HEAT	00100110.541000.	3,914.75
47551	E&E LUMBER INC	COAT HANGER RODS FOR P S B	00100010.531000.	9.19
	E&E LUMBER INC	HOOKS AND LOCK	00100010.531000.	14.74
	E&E LUMBER INC	DOOR WEDGES FOR HR	00100110.541000.	12.56
	E&E LUMBER INC	HOOKS AND LOCK	00103530.531000.	1.94
	E&E LUMBER INC	NEW SHOWER ROOM - CITY HALL	00103530.531000.	41.11
	E&E LUMBER INC	CARPET BAR AND FASTENERS	00105380.535000.	8.71
	E&E LUMBER INC	UTILITY SAWS	00105380.535000.	16.25
	E&E LUMBER INC	KEYS, NUTDRIVER,SCREWDRIVER	00105380.535000.	24.98
	E&E LUMBER INC	STAINLESS STEEL SCREWS	40142480.531300.	6.51
	E&E LUMBER INC	PAINT, BRUSHES AND MISC ITEMS	40142480.531300.	255.65
	E&E LUMBER INC	PAINT COVERS AND PRIMER	40143410.531000.	37.71
	E&E LUMBER INC	WASH BRUSHES, PAINT, SEAL	501.141100.	221.06
47552	EVERETT SOUND MACHINE WORKS, INC.	WEAR BARS	40142480.548000.	347.52
47553	EVERETT STAMP WORKS	STAMP	00103010.531000.	34.64
47554	EVERETT TENT AND AWNING	TARPS	10111230.535000.	447.43
47555	EVERGREEN PRINT SOLUTIONS	PAST DUE NOTICES	00143523.531000.	477.68
	EVERGREEN PRINT SOLUTIONS	#10 WINDOW ENVELOPE WO/PERMIT	00143523.531000.	532.56
	EVERGREEN PRINT SOLUTIONS	#10 WINDOW ENVELOPES W/PERMIT	00143523.531000.	634.34
47556	FINDLEY, DALE	UB 984912000000 4912 70TH AVE	410.122100.	142.30
47557	FINE LINE INSTRUMENT	RPM KITS AND DIAPHRAGMS	40142480.548000.	645.28
47558	FIRE PROTECTION,INC	SECURITY ALARM MONITORING	40143780.548000.	529.50
	FIRE PROTECTION,INC		40143780.548000.	529.50
47559	JANET FOLEY	INSTRUCTOR SERVICES	00105120.541020.	216.00
	JANET FOLEY	INSTRUCTOR SERVICE	00105120.541020.	240.00
47560	FOOTJOY	UMBRELLA	420.141100.	38.69
47561	FRED MEYER	CAMERA FILM DEVELOPING	40140480.531000.	7.00
47562	FRED PRYOR SEMINARS	SEMINAR 4/21/08- COWLING	00102020.549000.	179.00
47563	FRONTIER BONDING SERVICE, INC	NOTARY BOND FOR KOHL, HOLLY	00100020.549000.	90.00
47564	GENERAL CHEMICAL CORP	ALUM SULFATE 11.601 DRY TON	40142480.531320.	3,436.27
47565	TERI GILBERT	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
47566	GRAINGER INC	FASTENERS	00100010.531000.	45.74
	GRAINGER INC	8" MECHANICS VISE	40140480.535000.	136.64
	GRAINGER INC	COURSE SIGNS	42047165.531910.	73.70
	GRAINGER INC	FASTENERS	50200050.531000.	45.74
47567	GRAYBAR ELECTRIC CO INC	FLOOR ELECTRICAL SERVICES	00112572.531000.	401.06
47568	HALSTROM & ASSOCIATES, INC.	5/08 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
47569	TESSA HARRIS	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
47570	HASLER, INC	POSTAGE MACHINE LEASE	00100020.542000.	27.67
	HASLER, INC		00102020.542000.	44.27
	HASLER, INC		10111230.542000.	5.53
	HASLER, INC		40143410.542000.	22.14
	HASLER, INC		41046170.542000.	5.53
	HASLER, INC		50100065.545000.	5.53
47571	HD FOWLER COMPANY	8" FENCO BOOTS	40142080.548000.	293.47
47572	HEALTHFORCE PARTNERS, INC	PRE EMPLOYMENT EXAM	00103222.541000.	472.00
47573	GARY LEE HOOD	ENTERTAINMENT FOR KBSCC	00105250.531050.	75.00

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47574	IOS CAPITAL	RENT ON COPIER	00100310.549000.	137.80
	IOS CAPITAL		00100310.549000.	381.92
47575	INTEGRA TELECOM	LONG DISTANCE CHARGES	00100020.542000.	183.79
	INTEGRA TELECOM		00100050.542000.	145.45
	INTEGRA TELECOM		00100110.542000.	56.89
	INTEGRA TELECOM		00100310.542000.	55.08
	INTEGRA TELECOM		00100720.542000.	14.55
	INTEGRA TELECOM		00101023.542000.	74.74
	INTEGRA TELECOM		00101130.542000.	49.12
	INTEGRA TELECOM		00102020.542000.	351.12
	INTEGRA TELECOM		00103010.542000.	102.23
	INTEGRA TELECOM		00103121.542000.	83.05
	INTEGRA TELECOM		00103222.542000.	421.85
	INTEGRA TELECOM		00103528.542000.	21.11
	INTEGRA TELECOM		00103630.542000.	10.56
	INTEGRA TELECOM		00103960.542000.	129.97
	INTEGRA TELECOM		00104190.542000.	168.65
	INTEGRA TELECOM		00104230.542000.	22.76
	INTEGRA TELECOM		00105250.542000.	24.65
	INTEGRA TELECOM		00105380.542000.	129.84
	INTEGRA TELECOM		00143523.542000.	83.56
	INTEGRA TELECOM		10111230.542000.	88.40
	INTEGRA TELECOM		40142480.542000.	100.43
	INTEGRA TELECOM		40143410.542000.	275.09
	INTEGRA TELECOM		41046170.542000.	10.56
	INTEGRA TELECOM		42047061.542000.	48.25
	INTEGRA TELECOM		50100065.542000.	32.59
	INTEGRA TELECOM		50148058.542000.	26.77
	INTEGRA TELECOM		50200050.542000.	23.45
	INTEGRA TELECOM		50300090.542000.	70.01
47576	INTERCOM LANGUAGES	INTERPRETER SERVICES	00102515.549000.	145.45
47577	IRON MOUNTAIN QUARRY LLC	3/4" AND 1 1/4 MINUS	10110130.531000.	374.40
47578	KENWORTH NORTHWEST INC	HEATED WEST COAST MIRROR	50100065.534000.	36.08
47579	KLEIN, WESLEY	UB 849000146000 7515 71ST AVE	401.122110.	15.20
47580	KNOLL, INC	PURCHASE AND INSTALL FURNITURE	00100110.541000.0865	29,436.54
47581	LADY OF LETTERS, INC	TRANSCRIBE PARK ADV BOARD	00105380.541000.	200.00
47582	LANGUAGE LINE SERVICES	INTERPRETER LINE	00103222.542000.	25.95
47583	LASTING IMPRESSIONS INC	EMBROIDERY- DOLHANYK	00103010.526000.	748.98
	LASTING IMPRESSIONS INC	SOCCER SHIRT	00105120.531030.	17.37
47584	LINKS TURF SUPPLY INC	COURSE STAKES	42047165.531910.	935.39
47585	LOWES HIW INC	TARPS, WRENCHES, TOOL BAG	40140580.535000.	78.84
47586	LOWES HIW INC	GONG BRUSH, SCREWS, MASTER LOCK	40140280.531000.	20.51
47587	SUSANA MACIAS	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
47588	JAMI MALDONADO	REFUND DEPOSIT ON RENTAL	001.239100.	58.00
47589	JAMES MAPLES	NAMOA REIMB	00103222.549100.	935.29
47590	MARYSVILLE PAINT & DECORATING	PAINT	40143410.531000.	65.08
47591	MARYSVILLE PRINTING	#10 ENVELOPES W/COLOR-PER LYNN	00100110.531000.	374.33
47592	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USAGE FEES	00105120.531091.	161.57
47593	MCCRACKEN, JASON & MICHELLE	UB 040540000001 6805 88TH PL N	401.122110.	106.85
47594	MCEVOY OIL CO.	MONTHLY DIESEL FUEL DELIVERY	00100010.547000.	50.00
	MCEVOY OIL CO.	DELIVERY FEE MISSED ON 1/8LOAD	40143880.532000.	543.00
	MCEVOY OIL CO.	MONTHLY DIESEL FUEL DELIVERY	40143880.532000.	1,267.16
47595	MCI	LONG DISTANCE CHARGES	00103530.542000.	15.67
	MCI		00103530.542000.	15.67
47596	MEDICAL DIAGNOSTIC SPECIALTIES	PRE-MPLOYMENT EXAM	42047061.541000.	165.00
47597	MEMORY4LESS	MEMORY REPLACEMENTS	503.231700.	-27.67
	MEMORY4LESS		50300090.535000.	353.14

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47598	NELSON PETROLEUM	BULK GASOLINE	42047165.532000.	1,295.72
47599	NEXXPOST LLC	CONTRACT BASE	00101023.531000.	218.00
	NEXXPOST LLC		00143523.531000.	218.00
47600	NORTH SOUND HOSE & FITTINGS	H-008 HOSE REPAIR	40142080.548000.	63.10
	NORTH SOUND HOSE & FITTINGS	50' DISCHARGE HOSE	40142480.531300.	48.15
47601	NORTHWEST CASCADE INC	HONEY BUCKET @ DEERING	00105380.545000.	102.18
47602	WORTH NORTON	REIMB FOR MISC SUPPLIES/TRAVEL	50300090.531000.	272.87
	WORTH NORTON		50300090.543000.	433.38
47603	GLYNDA O BRYAN	REFUND, CLASS CANCELLED	00110347.376009.	49.00
47604	DEREK OATES	REIMB FOR TWO HARNESSSES	00103324.531000.K9003	259.00
47605	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	47.05
	OFFICE DEPOT	RETURN ENVELOPES	00100060.531000.	-6.08
	OFFICE DEPOT	ENVELOPES	00100060.531000.	14.21
	OFFICE DEPOT	OFFICE SUPPLIES	00100110.531000.	167.12
	OFFICE DEPOT		00102020.531000.	4.38
	OFFICE DEPOT		00102020.531000.	34.21
	OFFICE DEPOT		00103010.531000.	5.00
	OFFICE DEPOT		00103222.531000.	292.50
	OFFICE DEPOT		00104190.531000.	12.00
	OFFICE DEPOT		00105380.531000.	31.38
	OFFICE DEPOT		00143523.531000.	13.71
	OFFICE DEPOT		40142480.531000.	280.79
	OFFICE DEPOT		40143410.531000.	47.04
	OFFICE DEPOT		50100065.531000.	5.23
	OFFICE DEPOT		50200050.531000.	5.23
47606	ORKIN EXTERMINATING	SERVICE @ P S B	00100010.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ CITY HALL	00103530.548000.	82.87
	ORKIN EXTERMINATING	SERVICE @ CABOOSE	00105380.548000.	57.79
	ORKIN EXTERMINATING	SERVICE @ LIBRARY	00112572.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ WWTP	40142480.549000.	61.52
	ORKIN EXTERMINATING	SERVICE @ PUBLIC WORKS	40143410.548000.	50.16
47607	OVERBY, MARC & TERI	UB 151030000003 4511 127TH PL	401.122110.	274.20
	OVERBY, MARC & TERI		401.122130.	6.66
47608	PACIFIC TOPSOILS INC	PLASTIC CHAIN FOR PARKS MAINT	00105380.531000.	134.53
	PACIFIC TOPSOILS INC	ASPHALT DUMP	10110130.531000.	236.00
	PACIFIC TOPSOILS INC	CONCRETE DUMPED	10110361.531000.	118.00
47609	CANDIDA PALMER	REFUND SECURITY DEPOSIT	001.239100.	200.00
47610	THE PARTS STORE	FITTINGS	40142480.531300.	11.76
47611	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00100490.541000.	43.40
	LAURIE HUGDAHL	MINUTE TAKING SERVICES	00101130.541000.	46.50
	LAURIE HUGDAHL		00101130.541000.	52.70
	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00101130.541000.	83.70
47612	PERTEET ENGINEERING INC	PAY ESTIMATE # 3	30500030.563000.R0503	10,127.29
	PERTEET ENGINEERING INC	PAY ESTIMATE # 15	40145040.541000.D0602	3,899.09
47613	PETERSON BROS DRYWALL INC	INSTALL DRYWALL & PAINT- HR	00100110.541000.0865	2,034.38
47614	PETROCARD SYSTEMS INC	FUEL CONSUMED- CD	00102020.532000.	686.33
	PETROCARD SYSTEMS INC	FUEL CONSUMED - STREETS	10111230.532000.	3,025.67
47615	PETTY CASH- KBSCC	REIMB PETTY CASH FOR KBSCC	00105250.531050.	45.76
47616	PETTY CASH FUND-POLICE	REIMB PETTY CASH- POLICE DEPT	00100369.398100.	-10.51
	PETTY CASH FUND-POLICE		00103010.531000.	23.86
	PETTY CASH FUND-POLICE		00103121.531000.	2.00
	PETTY CASH FUND-POLICE		00103121.531000.	17.34
	PETTY CASH FUND-POLICE		00103121.531000.	19.51
	PETTY CASH FUND-POLICE		00103222.531000.	56.58
47617	POINT DEFIANCE ZOO & AQUARIUM	ENTRANCE FEES, KBSCC TRIP	00105250.531050.	112.00
47618	UNITED STATES POSTAL SERVICE	POSTAGE METER	00103010.542000.	2,000.00
47619	PRO FAB INC	STAINLESS COLUMN LIFTS	40142480.548000.	1,095.90

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47620	PROTHMAN COMPANY	INTERIM STREET MAINT SUPERVSR	10111230.541000.	4,256.00
47621	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 348-001-954-0	00105380.547000.	131.41
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-739-1	00105380.547000.	249.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 308-001-598-9	00105380.547000.	752.60
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 308-001-505-4	00105380.547000.	798.30
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 528-001-292-2	10110564.547000.	54.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACT# 968-001-439-7	10110564.547000.	76.14
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-738-3	10110564.547000.	131.69
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-066-9	40140180.547000.	30.64
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 335-001-900-0	40140180.547000.	196.85
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 493-001-113-7	40140180.547000.	251.66
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 401-001-485-2	40140180.547000.	1,917.80
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 224-078-532-5	40141580.547000.	1,032.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 300-001-899-8	40142280.547000.	39.54
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 381-001-187-8	40142480.547000.	196.23
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 400-001-036-5	40142480.547000.	689.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 370-002-191-2	40142480.547000.	5,959.34
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 461-029-794-9	40142480.547000.	8,852.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 447-001-040-8	40142480.547000.	13,114.90
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 529-001-155-9	40143780.547000.	1,344.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 416-001-067-6	40143780.547000.	2,665.39
47622	VICKEY QUINTEL	INSTRUCTOR SERVICES	00105250.541020.	424.01
47623	DEBI RELYEA	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
47624	RHODES, DONNIE & JENNIFER	UB 521152700000 4020 174TH PL	401.122110.	19.38
47625	SNOHOMISH COUNTY FINANCE DEPARTME	800 MH Z INTEREST BILLING	11000021.583000.	20,603.73
47626	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	10110667.531000.	94.00
	SNO CO PUBLIC WORKS		40143410.541000.	94.00
	SNO CO PUBLIC WORKS		41046060.551000.	101,041.00
	SNO CO PUBLIC WORKS		41046060.551000.	106,039.00
47627	SOLE, ANDY & RITA	UB 290730000002 5921 134TH PL	401.122110.	20.25
47628	SOUND PUBLISHING INC	LEGAL ADS- CD-ACTT # 88522148	00102020.544000.	712.92
	SOUND PUBLISHING INC	AD-GOLF-ACCT# 88502460	42047267.544000.	245.00
47629	SOUND PUBLISHING INC	AD FOR CONSESSIONARIES-PARKS	00105120.531060.	44.90
47630	SOUND SAFETY PRODUCTS CO INC	STAFF UNIFORM	42047165.526000.	64.08
	SOUND SAFETY PRODUCTS CO INC		42047165.526000.	67.66
	SOUND SAFETY PRODUCTS CO INC		42047165.526000.	478.95
	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	290.14
	SOUND SAFETY PRODUCTS CO INC	JEANS	50200050.526000.	65.11
	SOUND SAFETY PRODUCTS CO INC	WORK BOOTS	50200050.526000.	95.84
47631	SPIKES GOLF SUPPLIES INC	PACKAGED TEES	420.141100.	255.86
47632	SPRINGBROOK NURSERY	5/8 GRAVEL	00105380.531000.	37.66
	SPRINGBROOK NURSERY		00105380.531000.	37.66
	SPRINGBROOK NURSERY		00105380.531000.	37.66
	SPRINGBROOK NURSERY	LAVA ROCK	10110361.531000.	51.65
47633	STATE AVENUE PLAZA, LLC	MONTHLY LEASE PYMNT-1015 STATE	00101250.545000.	28,000.00
47634	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	120.00
	WASHINGTON STATE PATROL		00100310.541000.	190.00
47635	STEELE, ROBERTA	UB 621090000000 3805 104TH ST	401.122110.	34.93
47636	CHRIS STRINGER	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
47637	SWANK MOTION PICTURES, INC	2008 POPCORN IN THE PARKS LIC	00105120.531060.	2,302.15
47638	TACOMA POLICE DEPT	LE RECRUITMENT SEMINAR FOR 2	00103222.549100.	200.00
47639	TIDMORE FLAGS	CUSTOM CITY OF MARYSVILLE FLAG	001.231700.	-15.56
	TIDMORE FLAGS		00100720.531000.	198.56
47640	TITLEIST	PROV1, PROV1X, PINNACLE BALLS	420.141100.	1,143.26
	TITLEIST	PROV1, PROV1X, NXT, DT BALLS	420.141100.	1,449.90
47641	TORO NSN	IRRIGATION COMP SOFTWARE	42047165.531920.	199.00
47642	TRAVEL ADVANCE FUND	WA STATE ASSOC OF PERMIT TECH	00102020.543000.	741.96

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47643	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103121.542000.	24.38
	UNITED PARCEL SERVICE		00103222.542000.	24.38
	UNITED PARCEL SERVICE		40143410.549000.	10.63
47644	UNITED PIPE & SUPPLY INC	SCHEDULE 80 FLANGE	40140180.531000.	37.65
47645	UNITED RENTALS	18" SOD CUTTER / RENTAL	00105380.531000.	398.49
	UNITED RENTALS	80' MANLIFT/ BOOM	40142480.545000.	970.15
47646	US WESTERN	BOOT JACKS	00103222.526000.	33.67
47647	VAN DAM'S ABBEY CARPETS	CARPET REPAIR	00100110.541000.0865	179.03
47648	VERIZON NORTHWEST	03 0274 1044492270 07	00100050.542000.	277.16
	VERIZON NORTHWEST	030211107449353300	00100050.542000.	698.98
	VERIZON NORTHWEST	03 0274 1044492270 07	00100310.531000.	41.25
	VERIZON NORTHWEST	ACCT.# 03 0211 1097788318 10	00104000.542000.	75.45
47649	WA URISA	GIS CONFERENCE REGISTRATION	00102020.549000.	200.00
47650	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	36.87
	WAXIE SANITARY SUPPLY		00105380.531400.	85.61
47651	WEBCHECK	WEBCHECK CANOPY SRVC 04/08	00143523.541000.	600.00
47652	WELLS FARGO FINANCIAL CAPITAL FINANC	MAIL MACHINE 07 PROP TAXES	00100020.542000.	11.11
	WELLS FARGO FINANCIAL CAPITAL FINANC		00102020.542000.	17.77
	WELLS FARGO FINANCIAL CAPITAL FINANC		10111230.542000.	2.22
	WELLS FARGO FINANCIAL CAPITAL FINANC		40143410.542000.	8.88
	WELLS FARGO FINANCIAL CAPITAL FINANC		41046170.542000.	2.22
	WELLS FARGO FINANCIAL CAPITAL FINANC		50100065.545000.	1.11
	WELLS FARGO FINANCIAL CAPITAL FINANC		50200050.545000.	1.11
47653	WESTERN EQUIPMENT DISTRIBUTORS	CAPLUG	42047165.548000.	13.32
	WESTERN EQUIPMENT DISTRIBUTORS	NUT-SPLINE	42047165.548000.	43.76
47654	WHISTLE WORKWEAR	BOOTS- KEEFE	10111230.526000.	166.15
47655	WILBUR-ELLIS	CHEMICALS FOR WEED CONTROL	10110770.531000.	3,200.58
47656	BECKY WILSON	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
47657	DONNA WRIGHT	REIMB FOR MEALS/TRAVEL	00100060.549000.	39.20

**WARRANT TOTAL: 655,105.81**

**LESS VOIDS**

CHECK # 47256 (19632.91)

CHECK # 47363 (200.00)

635,272.90

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 2008**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the May 20, 2008 payroll in the amount \$701,642.87 Check No.'s 19588 through 19674.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** May 27, 2008

<b>AGENDA ITEM:</b> Amendment No. 1 to Janitorial Services Contract Between the City of Marysville and Advantage Building Services.	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Mike Shepard , Fleet & Facilities Manager	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Amendment No. 1 to Janitorial Services Contract	<b>APPROVED BY:</b> 	
	MAYOR	CAO
<b>BUDGET CODE:</b> Various Buildings	<b>AMOUNT</b> \$918.96	

The Public Works Sewer and Storm Water Crew have moved into the Waste Water Treatment "Old Lab Building". This move was designed free up space in the Public Works Maintenance Building and to co-locate the Sewer and Storm Water Crew with the rest of the Water Quality Division.

The Old Lab building was used for storage and was not included in the Janitorial Services Contract to clean. Now that the building will be used for office and crew meetings the space will need to be cleaned on a regular basis. The yearly fee for cleaning this space will be \$918.96. Amendment No. 1 has been prepared by the City and signed by the Contractor. Staff recommends that Marysville City Council authorize the Mayor to sign Amendment No. 1 to the Janitorial Services Contract between the City of Marysville and Advantage Building Services in the amount of \$918.96 for a total amended Contract price of \$90,048.12

<b>RECOMMENDED ACTION:</b> Staff recommends that Marysville City Council authorize the Mayor to sign Amendment No.1 to the Janitorial Services Contract Between The City of Marysville and Advantage Building Services in the amount of \$918.96 for a total amended Contract price of \$90,048.12.
<b>COUNCIL ACTION:</b>

CONTRACT FOR  
JANITORIAL SERVICES

This Contract for Janitorial Services ("contract") is by and between the CITY OF MARYSVILLE, a municipal corporation ("City"), and Advantage Building Services ("Contractor") in the amount of \$89,129.16. This contract shall be for twelve months and shall be effective August 1, 2007. This Contract can be renewed for up to five additional one year periods upon written agreement of the State of Washington Office of Procurement, City of Marysville, and Advantage Building Services. This contract shall include ADDENDUM A (STATE OF WASHINGTON WORK CONTRACT No. 18989, JANITORIAL CONTRACT INFORMATION DOCUMENT #01902, REQUEST FOR QUALIFICATIONS DOCUMENT #01902, AND ALL TERMS REFERENCED IN SAID DOCUMENTS), ADDENDUM B (INDEMNIFICATION ADDENDUM), AND ADDENDUM C (JANITORIAL SERVICES BOND), which Addenda A, B, and C are attached hereto and made part of and incorporated into this contract. In consideration of the terms and conditions contained herein and attached and made a part of this contract, the parties hereto covenant and agree as set forth herein.

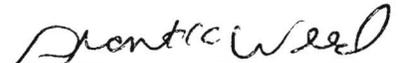
IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized representatives to be effective the day and year first above written.

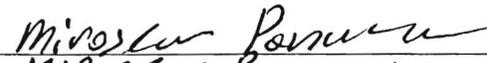
Attest:

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

CITY OF MARYSVILLE  
  
\_\_\_\_\_  
Mayor

Approved as to form:

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

CONTRACTOR  
ADVANTAGE BUILDING SERVICES  
By   
Its Miroslav Pankevich

Address: 682 107th PL SE  
Everett WA 98208

Telephone: 425-355-9287

AMENDMENT NO. 1 TO JANITORIAL SERVICES CONTRACT  
BETWEEN  
THE CITY OF MARYSVILLE  
AND  
ADVANTAGE BUILDING SERVICES

The City and Advantage Building Services agree to amend and modify their contract for the Janitorial Services (the "Contract") as follows to include cleaning of the Site 16 - Public Works Sewer & Storm Maintenance Building.

<u>Original Annual Contract Amount</u>	<u>Amended Annual Contract Amount</u>
\$89,129.16	\$90,048.12

1. Advantage Building Services will begin cleaning the facility on May 1, 2008 for the annual fee of \$918.96.
2. Cleaning of Site 16 will be in accordance with Exhibit A specifications.
3. All terms, conditions and provisions of the Contract remain in full force and effect except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this contract Amendment No. 1 by their duly authorized representatives to be effective the day and the year first above written.

Attest:

CITY OF MARYSVILLE

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

\_\_\_\_\_  
Mayor

Approved as to form:

CONTRACTOR  
ADVANTAGE BUILDING SERVICES

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

By Boylan Pavewich  
Its Co-Owner

Address: 632 107<sup>th</sup> N SE  
Everett, WA 98208

Telephone: 425-355-9287

# EXHIBIT A

## Site 16 – Public Works Sewer & Storm Maintenance Building

WASHINGTON STATE DEPARTMENT OF GENERAL ADMINISTRATION OFFICE OF STATE PROCUREMENT, PURCHASING AND CONTRACT ADMINISTRATION			
Janitorial Services Program Work Request			
<b>Work Request Number:</b>	23111-000-02-01	<b>Date Issued:</b>	May 1, 2008
<b>Agency/Division Name</b>	City of Marysville/Fleet and Facilities		
<b>Agency Order Location</b>	Fleet and Facilities, <a href="mailto:mshepard@ci.marysville.wa.us">mshepard@ci.marysville.wa.us</a> , 360-363-8106, 360-363-8284, 80 Columbia Ave, Marysville, WA 98270		
<b>Agency Invoice location</b>	Fleet and Facilities, <a href="mailto:mshepard@ci.marysville.wa.us">mshepard@ci.marysville.wa.us</a> , 360-363-8106, Fax 360-363-8284 80 Columbia Ave, Marysville, WA 98270		
<b>Site Address</b>	Public Works Sewer & Storm Maintenance Bldg. – 20 State Avenue Marysville WA	<b>Sq.Ft:</b>	<b>292</b>
<b>Site Visit info (date &amp; time):</b>	February 29, 2008 2:00 PM	<b>County:</b>	
<b>Site Coordinator:</b>	Fleet and Facilities, <a href="mailto:mshepard@ci.marysville.wa.us">mshepard@ci.marysville.wa.us</a> , 360-363-8106, Fax 360-363-8284, 80 Columbia Ave, Marysville, WA 98270		
<b>Building Type:</b>	General Office 1-story		
<b>Period of Performance</b>	6:00 PM - 6:00 AM		
<b>Maximum term:</b>	Maximum of 6 years from original award date		
<b>Working hours approved</b>	Example Monday thru Friday 5:00pm-4:00am, unless otherwise specified in service schedule.		
<b>Responses are due by:</b>			
<b>Email bid responses to:</b>	<a href="mailto:pcajanitorial@ga.wa.gov">pcajanitorial@ga.wa.gov</a>		
<b>Sealed bid responses to:</b>	Office of State Procurement 210 11th Ave SW Room 201 GA Building PO Box 41017 Olympia, WA 98504-1017  Note: please submit an electronic copy of your response with your sealed bid package. If electronic version differs from the hard copy the hard copy will prevail.		

**Vendor/Contractor Offer (Vendor Submittal)**

<b>Monthly Labor</b>	\$35.33
<b>Monthly Equipment</b>	\$4.50
<b>Monthly Supplies</b>	\$10.50
<b>Cost of doing business/overhead/profit</b>	\$26.25
<b>Total Monthly Bid Price:</b>	\$76.58
<b>Discount</b>	0% Net 30 days

**Vendor/Contractor Information (Vendor Submittal)**

<b>Company Name</b>	Advantage Building Services
<b>Company DBA</b>	
<b>Contact person</b>	Bogdan Pankevich
<b>Bidder's Signature (Level 3 Only)</b>	
<b>Address</b>	632 107 <sup>th</sup> Place SE; Everett, WA 98208
<b>Phone</b>	425-355-9287
<b>Fax</b>	425-740-9155
<b>Email</b>	<a href="mailto:dan@abservices.us">dan@abservices.us</a>
<b>Federal ID #</b>	91-1935993

**SUBCONTRACTOR INFORMATION (if applicable) (Vendor Submittal)**

Identify any subcontractors who will perform services in fulfillment of contract requirements the nature of services to be performed and anticipated dollar value of each subcontract. Include federal tax identification (TIN) number for each subcontractor: All Subcontractors are required to submit "intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" forms to the customer

1. \_\_\_\_\_ \$ \_\_\_\_\_ Tin: \_\_\_\_\_
2. \_\_\_\_\_ \$ \_\_\_\_\_ Tin: \_\_\_\_\_

**WORK REFERENCE FORM (Vendor Submittal)**

Identify below at least two client references (state agencies, political subdivisions, non-profit or private businesses) where Janitorial Service similar to the requirements herein were provided including the building size and type, and number of personnel assigned. Only list references who have agreed to provide telephone responses on your behalf. The first two references able to be contacted will be scored. Please insure the availability of the contact person. When possible, please provide an alternate contact. Customers have only a limited time to devote to calling references.

NOTE: If you are the incumbent Contractor, the evaluator will contact the current employing agency in addition to the below-supplied references.

1	Company	
	Contact	
	Title	
	Telephone	
	Alternate Contact	
	Phone:	
	Address	
	Total Sq. Ft	
	# Personnel Assigned:	

	Briefly describe services provided including the type of building serviced:	
2	Company	
	Contact	
	Title	
	Telephone	
	Alternate Contact	
	Phone:	
	Address	
	Total Sq. Ft	
	# Personnel Assigned:	
	Briefly describe services provided including the type of building serviced:	
3	Company	
	Contact	
	Title	
	Telephone	
	Alternate Contact	
	Phone:	
	Address	
	Total Sq. Ft	
	# Personnel Assigned:	
	Briefly describe services provided including the type of building serviced:	
4	Company	
	Contact	
	Title	
	Telephone	
	Alternate Contact	
	Phone:	
	Address	
	Total Sq. Ft	
	# Personnel Assigned:	
	Briefly describe services provided including the type of building serviced:	

SITE PLAN (Vendor Submittal)

Occupation	Number of Hours per Day	Days per Year	Total Man Hours	Wage Rate	Total Labor Cost
Supervisor	.25	26	6.5	Salary	No charge
Janitor	.3333	104	34.66	\$10.00	\$346.60
Shampooer	N/A	_____	_____ X	\$_____ =	\$0.00
Waxer	2	2	4	\$9.23	\$36.92
Window Washer	1.5	2	3	\$13.48	\$40.44
<b>TOTALS</b>			65.5		\$423.96
Average number of people assigned each workday: <u>1</u>					

Describe and list the equipment and products you will use to perform the required cleaning duties for this work site as outlined herein.

**List Equipment:**

- Vacuum
- Mop bucket and wringer
- Mop and handle
- Lambswool Duster
- Rubbermaid Brute Barrel
- Rags
- Spray bottles
- MSDS Book

*Note: This is not an exhaustive list. If we have omitted any piece of equipment required to maintain the facilities to specification we will be providing it for our crew's use at no additional cost to the City of Marysville.*

**List Products:**

- Enviro Care Resilient Tile Coating
- Enviro Care Floor Finish Remover
- Comet
- Enviro Care Stainless Steel Polish
- Enviro Care Concentrated Glass Cleaner
- Enviro Care Bathroom and Bowl Cleaner
- Enviro Care Neutral Floor Cleaner
- Enviro Care Neutral Disinfectant Cleaner

*Note: Again this is not an exhaustive list. If we have omitted any chemical required to maintain the facilities to specification we will be providing it for our crew's use at no additional cost to the City of Marysville.*

**Plan:** See Section for PW Administration

SUPPLIES

**Supplies Provided By Agency**

- Liquid Soap
- Pumas hand soap
- Toilet Paper
- Paper Towels
- Garbage Bags
- Glass Cleaner
- Restroom disinfectants & cleaners
- Feminine hygiene products

**PROGRAM COST RECOVERY CHARGE (Term & Condition)**

As per the original RFQ, the awarded contractor agrees to pay an administrative cost reimbursement charge of 3% of the value of the awarded work contract to the Office of State Procurement. The bidder will include this 3% charge in their second tier bid price. The bidder understands that OSP will notify them of the payment amount and send them an invoice for this amount. Delinquency will be a cause for termination.

**HOURS OF LABOR AND PREVAILING WAGES (Term & Condition)**

<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

In compliance with RCW 49.28, Contractor agrees that no worker, laborer, or mechanic in the employ of the Contractor or subcontractor shall be permitted or required to work more than eight (8) hours in any one calendar day, or forty (40) hours in any one calendar week, provided that in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two hours worked in excess of eight (8) hours per day when the employer has obtained the employee’s agreement (as defined in WAC 296-127-022) to work a four-day, ten-hour work week.

This bid is subject to prevailing wage requirements (reference RCW 39.12 and WAC 296-127). Wages to be paid workers, laborers or mechanics, pursuant to this contract shall not be less than the prevailing rate of wage in the same trade or occupation in the locality within the state where the labor is performed. By submission of a properly signed and completed bid, bidder agrees to comply with all provisions of these chapters.

**EVALUATION (Customer identified section)**

The following criteria are standard choices if your agency has a desire to change the award criteria you should address it here. If you are submitting one request for multiple sites within your organization you will need to specify if you require a single award or if a multiple award for each site is acceptable.

<input type="checkbox"/>	<b>90% Price 10% References</b>	<input checked="" type="checkbox"/>	<b>80% Price 10% references 10% Site Plan</b>	<input type="checkbox"/>	<b>70% Price 10% References 20% Site Plan</b>
--------------------------	-------------------------------------	-------------------------------------	---	--------------------------	---

**SUPPLIES (Customer identified section)**

**Supplies Provided By Agency (delete items you do not supply, add items if they are not listed)**

- Liquid Soap
- Pumas hand soap
- Toilet Paper
- Paper Towels
- Garbage Bags
- Glass Cleaner
- Restroom disinfectants & cleaners
- Feminine hygiene products

**SUPPLIES (Vendor Submittal)**

**Supplies Provided By Vendor/Contractor (add items/rows as necessary)**

Supply	Price per month	Environmentally preferred Y/N
Enviro Care Resilient Tile Coating	\$2.50	Y
Enviro Care Floor Finish Remover	\$2.50	Y
Enviro Care Stainless Steel Polish	\$.50	Y
Enviro Care Glass Cleaner	\$1.00	Y
Enviro Care Bathroom and Bowl Cleaner	\$1.00	Y
Enviro Care Neutral Cleaner	\$1.00	Y
Enviro Care Neutral Disinfectant Cleaner	\$1.00	Y
Comet	\$1.00	N
<b>Total Price per Month</b>	<b>\$10.50</b>	

**EQUIPMENT**

**Equipment Provided By Agency**

- None

**EQUIPMENT PROVIDED BY VENDOR/CONTRACTOR (add items/rows as necessary)**

Equipment	Price per month	Environmentally preferred Y/N
Floor cleaning and waxing equipment including but not limited to: 20" Floor machine Air mover Mops and buckets	No Charge – Currently in inventory	N/A
Broom, Dust Mop, Mops	\$2.50	N/A
Lambswool duster, toilet bowl brushes, sponges, rags, spray bottles, etc.	\$2.00	N/A
<b>Total Price per Month</b>	<b>\$4.50</b>	

**SERVICE SCHEDULE (Customer identified section)**

**SERVICE SCHEDULE**

**FLOORS**

Actual Frequency Required For This Work					
Item	PERFORMANCE REQUIREMENTS	SUGGESTED standard	Working Hours	Daily	Monthly
1.	Dust mop all uncarpeted areas				
	Stairway/hall area	2x week	see page 1	TU/TH	Jan-Dec
	General office areas	2x week	see page 1	TU/TH	Jan-Dec
2.	Damp mop all tiled floors				
	General office areas	1x week	see page 1	TH	Jan-Dec
	Stairway/hall area	1x week	see page 1	TH	Jan-Dec
3.	Spot wax and polish tiled floors				
	General office areas	2x year	see page 1	N/A	Last Thursday April/Oct
	Restroom Areas	2x year	see page 1	N/A	Last Thursday April/Oct
	Stairway/hall area	2x year	see page 1	N/A	Last Thursday April/Oct
4.	Vacuum or wet mop carpet or rubber mats and runners	1x week	see page 1	TH	Jan-Dec
5.	Strip, seal, and wax all tiled floors	2x year	see page 1	N/A	Last Thursday Jan/Jul
Spot Cleaning					
Actual Frequency Required For This Work					
Item	PERFORMANCE REQUIREMENTS	SUGGESTED standard	Working Hours	Daily	Monthly
6.	Empty all waste Receptacles & Deposit in outside container	2x week	see page 1	TU/TH	Jan-Dec
7.	Clean lunch room countertops & tabletops				
8.	Spot clean glass doors, glass partitions, door trim, light switches, walls, woodwork, file cabinets, etc.	1x week	see page 1	TH	Jan-Dec
9.	Wash all light fixtures and ceiling vents	6x year	see page 1	N/A	Last Thursday Jan/Mar/May/Jul/Sep/Nov
10.	Vacuum cloth covered chairs & couches	4x year	see page 1	N/A	Last Thursday Jan/Apr/Jul/Oct
11.	Dust all high ledges, including picture frames, light fixtures and windowsills	2x year	see page 1	N/A	Last Thursday Dec/June
12.	Dust all ceiling vents (Exchange and Return)	2x year	see page 1	N/A	Last Thursday Dec/June
13.	Wash interior sides of windows	2x year	see page 1	N/A	Last Thursday Dec/June
Restroom Cleaning					
Actual Frequency Required For This Work					
Item	PERFORMANCE REQUIREMENTS	SUGGESTED standard	Working Hours	Daily	Monthly
14.	Clean and disinfect all toilet bowls and urinals	2x week	see page 1	TU/TH	Jan-Dec
15.	Clean and disinfect wash basins and attached	2x week	see page 1	TU/TH	Jan-Dec

**SERVICE SCHEDULE**

	fixtures				
16.	Fill all toilet paper and towel receptacles, soap dispensers	2x week	see page 1	TU/TH	Jan-Dec
17.	Sweep, damp mop and disinfect all restroom floors	2x week	see page 1	TU/TH	Jan-Dec
18.	Clean and disinfect all showers				
19.	Clean all mirrors	1x week	see page 1	TU	Jan-Dec
20.	Wash and disinfect restroom walls	2x year	see page 1	N/A	Last Thursday Dec/June
<b>Outside Office Building</b>					
				Actual Frequency Required For This Work	
Item	PERFORMANCE REQUIREMENTS	SUGGESTED standard	Working Hours	Daily	Monthly
21.	Sweep all outside entrances, stairs & walkways	1x week	see page 1	TH	Jan-Dec
22.	Pickup litter and debris within a 10 foot radius of building and empty outside waste containers	2x week	see page 1	TU/TH	Jan-Dec
23.	Wash exterior sides of windows	2x year	see page 1	N/A	Last Thursday Apr/Oct
<b>Trash</b>					
				Actual Frequency Required For This Work	
Item	PERFORMANCE REQUIREMENTS	SUGGESTED standard	Working Hours	Daily	Monthly
24.	Remove recycled materials to outside container	As needed	see page 1	TH	Jan-Dec
25.	Clean and disinfect inside and outside of all waste receptacles	2x year	see page 1	N/A	Last Thursday Dec/June
<b>Security</b>					
				Actual Frequency Required For This Work	
Item	PERFORMANCE REQUIREMENTS	SUGGESTED standard	Working Hours	Daily	Monthly
26.	Secure/lock doors and gates				

**SPECIAL CONDITIONS (CUSTOMER IDENTIFIED SECTION)**

Back ground checks are required for all janitorial and supervisory staff. Uniforms or a shirt with company logo or name must be worn at all times.

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING: May 27, 2008**

<b>AGENDA ITEM:</b>  One year Professional Services Agreement with AmTest Laboratories (AmTest, Inc.) for water quality testing, with an added one year option for renewal.	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Doug Byde – Water Quality Manager	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b>  1) Copy of Scope of Work 2) Copy of Bidding Documents. 3) Copy of Authorization for Signature Documentation. 4) Copy of Business License and Labor & Industries License. 5) Copy of proof of insurance. 6) 3 Original Signed Copies of the Professional Services Agreement.	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b> 40140780 - 541000	<b>AMOUNT:</b> \$66,795	

**SUMMARY STATEMENT:**

Water Quality staff is requesting that the City enter into a professional services agreement with AmTest Inc. to provide drinking water quality testing, analysis, and reporting as required by State and Federal Health regulations. The agreement shall be valid through February 28, 2009, with an option for renewal through February 28, 2010.

Edge Analytical submitted a bid of \$88,006.00.

AmTest Inc. submitted a bid of \$66,795.00.

AmTest's bid is \$21,211.00 lower than their competitor for the same services.

**RECOMMENDED ACTION:**

Public Works staff recommends that the City Council authorize the Mayor to sign the professional services agreement with AmTest Inc. in an amount of \$66,795.00.

**COUNCIL ACTION:**



---

DATE: February 19, 2008  
TO: Washington State Certified Water Quality Testing Laboratories  
FROM: Terry C. Hawley, Operations Manager, City of Marysville, WA  
RE: **Water Quality Testing Contract Bidding and Scope of Work  
2008 / 2010 – City of Marysville, WA 98270**

---

The City of Marysville is requesting bids from Washington State certified water quality testing laboratories for water quality tests required to meet State and Federal regulations as outlined in Washington Administrative Code for Group 'A' Public Water Systems, Chapter 246-290. This shall be a contract ending midnight on February 28, 2009 with an added one-year option for renewal.

Sealed bids will be received by the City Clerk, City of Marysville, 1049 State Avenue, Marysville, Washington 98270 until 3:00 p.m., March 13, 2008, at which time and place they will be opened and publicly read aloud.

Questions regarding the Scope of Work should be directed to Terry C. Hawley, 360-363-8161.

1. The scope of work, attached, consists of a one-page matrix for pricing amounts to be inserted into the 'Unit Cost' and 'Total Cost' columns for each of the testing parameters.
2. All testing methods shall be 'Approved' testing procedures as required by the State of Washington.
3. All pricing should assume inclusion of the documentation required to be completed and filed with the City of Marysville and applicable State and Federal agencies.
4. All pricing should assume inclusion of necessary bottles, coolers, or any other paraphernalia necessary to conduct sampling so consistent, legitimate, and reliable results can be obtained.
5. Quantities in the 'Unit' column are total quantities expected, subject to change, through February 28, 2010.
6. Weekday sample pick-up is required at 80 Columbia Ave, Marysville, WA 98270

## EXHIBIT A

## SCOPE OF SERVICES - 2008/2010

Item	Description	Estimated Unit	Unit Cost	Total Cost
1	Site pick-up @ 80 Columbia Avenue, Marysville	520	∅	∅
2	EPA unregulated testing (UCMR2/List 1)	8	500	4000
3	Nitrates	4	15	60
4	TTHM's	64	50	3200
5	HAA's	64	75	4800
6	IOC's	4	175	700
7	VOC's	4	150	600
8	VOC's	8	150	1200
9	Arsenic	2	10	20
10	Radionuclides	2	75	150
11	SOC's	2	575	1150
12	Fecal	10	15	150
13	Lead/Copper	52	15	780
14	Radium	4	75	300
15	TTHM's	172	50	8600
16	HAA's	172	75	12900
17	Coliform Total	1800	10	18000
18	Coliform Fecal	1000	10	10000
19	T.O.C.'s	32	10	320
TOTALS			2035	66930

**EDGE**  
**ANALYTICAL**  
**LABORATORIES**

1620 S. Walnut Street  
Burlington, WA 98233  
(360) 757.1400  
(360) 757.1402 FAX  
Toll Free (800) 755.9295

March 5, 2008

Tracy Jeffries, City Clerk  
City of Marysville, WA  
1049 State Avenue  
Marysville, WA 98270

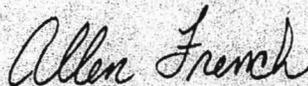
RE: Quotation for Water Quality Testing for 2008/2010 – City of Marysville, WA

Dear Ms. Jeffries:

Attached is our price summary of our bid for the 2008/2010 Water Quality Testing for the City of Marysville. Edge Analytical is committed to providing defensible data within the requirements of the request for bid. The price requirements are listed in Exhibit A.

We are an EPA approved UCMR2 laboratory (EPA WA00097). We have helped numerous UCMR1 clients through the registration, sampling and reporting process. We maintain professional and precise laboratory procedures to assure quality and accuracy.

Sincerely,



Allen French  
Director of Business Development  
Edge Analytical

## EXHIBIT A

### SCOPE OF SERVICES – 2008/2010

Item	Description	Estimated Unit	Unit Cost	Total Cost
1	Site pick-up @ 80 Columbia Avenue, Marysville	520	0.00	\$0.00
2	EPA Unregulated Testing (UCMR2/List 1)	8	575.00	\$ 4,600
3	Nitrates	4	10.00	\$ 40
4	TTHM's	64	65.00	\$ 4,160
5	HAA's	64	120.00	\$ 7,680
6	IOC's	4	250.00	\$ 1,000
7	VOC's	4	150.00	\$ 600
8	VOC's	8	150.00	\$ 1,200
9	Arsenic	2	18.00	\$ 36
10	Radionuclides	2	90.00	\$ 180
11	SOC's	2	500.00	\$ 1,000
12	Fecal	10	15.00	\$ 150
13	Lead/Copper	52	15.00	\$ 780
14	Radium	4	90.00	\$ 360
15	TTHM's	172	65.00	\$11,180
16	HAA's	172	120.00	\$20,640
17	Coliform Total	1800	12.00	\$21,600
18	Coliform Fecal	1000	12.00	\$12,000
19	T.O.C.'s	32	25.00	\$ 800

TOTAL \$88,006



**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND AMTEST INC.  
FOR WATER QUALITY TESTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and AmTest Inc. , a Washington corporation, hereinafter called the "Consultant."

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

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with **Water Quality Testing Services** as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached Estimate of Professional Services for the **Water Quality Testing**, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

### ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and

summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within **365** days, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 **INDEMNITY.**

a. The **Testing Laboratory** will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising

out of negligent acts, errors, or omissions of the Laboratory in performance of **Water Quality Testing** professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the **Testing Laboratory** or other person and all property owned or claimed by the City, the **Testing Laboratory**, or affiliate of the **Testing Laboratory**, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the **Testing Laboratory** and the City, its members, officers, employees and agents, the **Testing Laboratory's** liability to the City, by way of indemnification, shall be only to the extent of the **Testing Laboratory's** negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

### III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply

with RCW 49.60.180, prohibiting unfair employment practices.

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

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

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

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

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

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the

work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$66,795. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

#### ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE  
C/O City Clerk  
1049 State Avenue  
MARYSVILLE, WA 98270

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

AmTest Inc., Attn: Aaron Young  
14603 NE 87<sup>th</sup> Street  
Redmond, Washington 98052

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Receipt of any notice shall be deemed effective three (3)

days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, ~~YEAR~~ 2008.

CITY OF MARYSVILLE

By \_\_\_\_\_

AmTest Inc., CONSULTANT

By Aaron W. J.

Approved as to form:

Grant K. Weed  
GRANT K. WEED, City Attorney

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 2008**

<b>AGENDA ITEM:</b> Recreation and Conservation Office Youth Athletic Fund Grant Agreement Authorization	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Jim Ballew – Director of Parks and Recreation	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Youth Athletic Fund Grant Agreement	<b>APPROVED BY:</b> J. Ballew	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The Parks and Recreation Department has received grant funding support through the Recreation Conservation Office Youth Athletic Fund program for improvements to Strawberry Fields Athletic Park. The Strawberry Fields Improvement project provides installation of a comprehensive field drainage system and ball deflection net system for the two (2) north fields. Estimated costs of the project are \$108,340. Of which the RCO has agreed to contribute 46.15 % of the project costs not to exceed \$50,000. The City has dedicated funds in the amount of \$58,340 to match the project as identified within the project agreement.

Staff is prepared to begin advertising of the project upon execution of the agreement with a proposed schedule of August 2008 to complete the work.

<b>RECOMMENDED ACTION:</b> Staff recommends the City Council authorize the mayor to sign the YAF Project Agreement with the RCO Youth Athletic Fund Grant Account.
<b>COUNCIL ACTION:</b>

# YAF Project Agreement

## Youth Athletic Facility Grant Account

**Project Sponsor:** City of Marysville  
**Project Title:** Strawberry Fields Improvement

**Project Number:** 07-1723D  
**Approval Date:** 3/28/2008

**A. PARTIES OF THE AGREEMENT**

This Project Grant Agreement (Agreement) is entered into between the Recreation and Conservation Funding Board (RCFB), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Marysville, 1049 State Ave, Marysville, WA 98270 (Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

**B. PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the Youth Athletic Facility Grant Account of the State of Washington's General Fund. The grant is administered by the RCFB to the Sponsor for the project named above.

**C. DESCRIPTION OF PROJECT**

The subject Project is described on the attached Project Summary.

**D. TERM OF AGREEMENT**

The Project Sponsor must insure that the facility developed, improved, and/or maintained through the Youth Athletic Facilities Account funding identified in the Project Agreement is made available for public youth and/or community athletics for a minimum of twenty (20) years from the date of project completion.

**E. PERIOD OF PERFORMANCE**

The Project reimbursement period shall begin on April 30, 2008 and end on April 30, 2009. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

**F. PROJECT FUNDING**

The total grant award provided by the RCFB for this project shall not exceed \$50,000.00. The RCFB shall not pay any amount beyond that approved for funding of the project. The Sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the Sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
<b>RCFB - YAF Improving</b>	46.15%	\$50,000.00
<b>Project Sponsor</b>	53.85%	\$58,340.00
<b>Total Project Cost</b>	100.00%	\$108,340.00

**G. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Application, Project Summary, Eligible Reimbursement Activities Report, Project Milestones, and the General Provisions, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by RCO's Director.

The Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

**H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCO POLICIES**

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 79A.25 RCW, Chapter 286 WAC and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. **ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS**

1. On July 1, 2007, the name of the Interagency Committee for Outdoor Recreation changed to the Recreation and Conservation Funding Board and the office name changed to the Recreation and Conservation Office. The General Provisions of the Project Agreement do not reflect this change. To allow immediate implementation of this project, the existing provisions are hereby incorporated into the agreement. All references to the Board refer to the Recreation and Conservation Funding Board. References to the Office refer the Recreation and Conservation Office.

Before reimbursement of any development, restoration related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received.

2. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.
3. Requests for time extensions are to be made at least 60 days before the agreement end date. If a request for a time extension is not made at least 60 days before the agreement end date, the request may be denied. If the request is made after the agreement end date, the time extension will be denied.

J. **FEDERAL FUND INFORMATION**

(none)

K. **PROJECT GRANT AGREEMENT REPRESENTATIVE**

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

**Project Contact**

Name: Jim Ballew  
Title:  
Address: 6915 Armar Rd  
Marysville, WA 98270

**RCFB**

**Recreation and Conservation Office**  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917  
[www.rco.wa.gov/rcfb/](http://www.rco.wa.gov/rcfb/)

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. **ENTIRE AGREEMENT**

This agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. **EFFECTIVE DATE**

This agreement, for project #07-1723D, shall be effective upon signing by all parties.

STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE

BY: Rachael Hagen, Deputy Director  
Kaleen Cottingham, Director

DATE: 4/22/08

PROJECT SPONSOR

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

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

TITLE: \_\_\_\_\_

Pre-approved as to form:

BY: /S/  
Assistant Attorney General



# Youth Athletic Facilities Improving Category Post-Evaluation Project Summary

<b>TITLE:</b> Strawberry Fields Improvement		<b>NUMBER:</b> 07-1723D (Development)
		<b>STATUS:</b> Board Funded
<b>SPONSOR:</b> City of Marysville		<b>EVALUATION SCORE:</b> 45.8750
		<b>BOARD RANKING:</b>
<b>COSTS:</b>		<b>SPONSOR MATCH:</b>
YAF Improving	\$50,000	46%
Local	\$58,340	54%
Total	\$108,340	100%
		Appropriation \ Cash

**DESCRIPTION:**

The scope of this project is to install a comprehensive drainage system on 3 full-sized soccer fields. A comprehensive field drainage system is needed to support year round use of competition fields and improve field conditions to extend the season for the city's only soccer field complex. The second component of this project is to install two ball deflection nets along the edge of the soccer fields and adjacent to the parking area and access road. The nets will help improve play and insure safe use of the facility.

**LOCATION INFORMATION:**

City of Marysville regional sports park.

**COUNTY:** Snohomish

**SCOPE (ELEMENTS):**

Athletic Fields	Sales Tax
Cultural Resources	Utilities

**ANTICIPATED ACREAGE:**

<u>ACREAGE TYPE</u>	<u>Acres To Be Acquired</u>	<u>Acres To Be Dev/Restored</u>	<u>Acres To Be Renovated</u>
Uplands		16.00	

<b>FISCAL YEAR:</b> 2008	<b>DATE PRINTED:</b> April 18, 2008
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## Eligible Reimbursement Activities Report

**Project Sponsor:** City of Marysville  
**Project Title:** Strawberry Fields Improvement

**Project Number:** 07-1723 D  
**Approval:** 3/28/2008

**Development Items:**

Worksite	Element	Item	Unit	Quantity	Description
#1, Strawberry Fields Athletic Park	Athletic Fields	Safety netting	Sq Ft	1,152.00	Includes poles @24' x 32" wide at each goal.
#1, Strawberry Fields Athletic Park	Cultural Resources	Cultural resource survey	Optional	1.00	If required by the tribe(s).
#1, Strawberry Fields Athletic Park	Sales Tax	Sales Tax	Lump Sum	1.00	
#1, Strawberry Fields Athletic Park	Utilities	Surface drainage	Lump sum	1.00	15,000' LF@ \$6.38 a foot of drainage including design & mate

## Milestone Report By Project

**Project Number:** 07-1723 D  
**Project Name:** Strawberry Fields Improvement  
**Sponsor:** Marysville City of  
**Project Manager:** Dan Haws

X	!	Milestone	Target Date	Comments/Description
		Project Start	04/30/2008	
	!	RFP Complete/Consultant Hired	05/31/2008	
	!	A&E Complete/Permits Submitted	06/30/2008	
		Plans/Specs Reviewed Mgmt Agy	06/30/2008	
		Bid Awarded	07/31/2008	
		Annual Project Billing	07/31/2008	
	!	Special Conditions Met	08/01/2008	Ensure compliance with EO 05-05 before construction begins.
	!	Construction Started	08/31/2008	
		Sponsor Proposed Complete Date	08/31/2008	
	!	Project Complete	04/30/2009	
		Final Docs/Billing to Mgmt Agy	07/31/2009	

X = Milestone Complete

! = Critical Milestone

INVOICE VOUCHER

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917
Sponsor
City of Marysville 1049 State Ave Marysville, WA 98270

BY \_\_\_\_\_  
\_\_\_\_\_  
(TITLE) (DATE)

**To Be Completed By Sponsor**

Project Number	07-1723 D	Invoice #	1	From:	Billing Period	To:	This is a Final Billing?
Project Name	Strawberry Fields Improvement						Yes [ ] No [ ]
CATEGORIES:	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditures	Non-Reimbursable Match	Total	Expenditures	Non-Reimbursable Match	Total
				\$0.00			
Construction	\$108,340.00			\$0.00			
A&E	\$0.00			\$0.00			
Development Total	\$108,340.00			\$0.00			
	\$108,340.00			\$0.00			

**FUNDING & EXPENDITURE FORMULA**  
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements				
Sponsor:	53.85%	\$58,340.00	Total Billed				
RCO Federal:			Share Billed				
RCO: YAF - IMPROVING	46.15%	\$50,000.00	<b>Share Approved</b>				
			Advance Balance				
			Match Owed Balance				
			Share Retained				
			Share Paid				
Agreement Total:	100.00%	\$108,340.00	Match Bank				
Doc Date	Current Doc. No.		Ref Doc#	Vendor Number	Vendor Message		
				SWV0000432-00	07-1723 D		
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Invoice #
210	057	H14	10202	NZ			1

**Certification For Payment**

Project Manager/Date	Release Final Pmt [ ]	Division Supervisor/Date	Accounting/Date
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## Press Release Template

### **City of Marysville offered grant to improve community athletic facilities.**

(Marysville) - City of Marysville was awarded a grant of \$50,000.00 from the Youth Athletic Facilities Program, YAF Improving category. The grant was awarded by the Recreation and Conservation Funding Board (RCFB), and will be used for the following:

Marysville will use this grant to install a drainage system at three soccer fields, and two net systems to keep balls from entering parking lots and roads. Several months during the past three years, the park has been closed because of standing water. The drainage system is needed to allow year-round use and improve field conditions for the city's only soccer field complex. This project will dramatically improve the quality and durability of the turf and extend playing time annually. Marysville will contribute \$58,340. This grant is from the Youth Athletic Facilities program.

There were twenty applications submitted for consideration in the Youth Athletic Facilities Program, YAF Improving category. Each project went through an evaluation process prior to being recommended for funding. The RCFB Board approved funding for projects on Friday, March 28, 2008.

Funding for the Youth Athletic Facilities Program, YAF Improving category comes from a \$10 million donation made in 1998 by the Seattle Seahawks "team affiliate" and interest derived from that donation. Referendum 48 (the Stadium Act) authorized creation of the YAF program, which provides funding for community athletic facilities. City of Marysville will leverage local contributions totaling \$58,340.00 with grant monies to implement the project. Total estimated project cost is \$108,340.00. RCFB is the state's administrator of the grant program.

Contact: Jim Ballew, (360) 363-8405 (sponsor project manager)

Dan Haws, (360) 902-3079, dan.haws@rco.wa.gov (RCFB project manager)

# General Provisions

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## SECTION 1. HEADINGS AND DEFINITIONS

- A. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- B. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**Acquisition** - The gaining of rights of public ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.

**Agreement** - The accord accepted by all parties to the present transaction; the Agreement, supplemental agreement, intergovernmental agreement, monitoring plan, and/or a landowner agreement between the Funding Board and a Sponsor.

**Applicant** - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the Funding Board.

**Application** - The forms and support documents approved by the Funding Board or its Director for use by applicants in soliciting project funds administered by the Office.

**Asset** - Equipment purchased by the Sponsor or acquired or transferred to the Sponsor for the purpose of this Agreement. This definition is restricted to non-fixed assets, such as vehicles, computers or machinery.

**Contractor** - shall mean one not in the employment of the Sponsor who is performing all or part of the eligible activities for this projects under a separate Agreement with the Sponsor. The term "Contractor" and "Contractors" means Contractor(s) in any tier.

**Development/Restoration** - The construction, renovation, redevelopment, or installation of facilities to provide for outdoor recreation or natural resources.

**Director** - The Office Director or the Director's designee.

**Funding Board** - As identified in Paragraph A in the Agreement as either the (1) Interagency Committee for Outdoor Recreation (IAC) - The committee created under Chapter 79A.25.110 RCW includes eight members. Three are agency heads: the Commissioner of Public Lands, the Director of Parks and Recreation, and the Director of Fish and Wildlife (or their designees). Five, by appointment of the Governor with the advice and consent of the Senate, are members of the public at large who have demonstrated interest in and a general knowledge of outdoor recreation in the state; (2) Salmon Recovery Funding Board (SRFB) - The Board created under Chapter 77.85.110 RCW, is comprised of five governor-appointed voting members (one a cabinet-level appointment) and five non-voting state officials: the Commissioner of Public Lands, the Secretary of Transportation, the Director of the Conservation Commission, the Director of Fish and Wildlife, and the Director of Ecology (or their designees); or (3) Hatchery Scientific Review Group (HSRG) - The independent Board established by Congress to ensure hatchery reform programs in Puget Sound and Coastal Washington are scientifically founded and evaluated.

**Office - Office of the Interagency Committee** - The Office provides support to the IAC, SRFB, and HSRG. The Office includes the Director and personnel, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

**Landowner Agreement** - A landowner agreement is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor for salmon recovery projects.

**Milestone** - Important date(s) tracked in the Agreement for monitoring the Project status.

**Period of Performance** - The time period specified in the Agreement, under Section E, Period of Performance.

**Post Evaluation Summary** - One of the documents used to summarize and describe the actions undertaken in the Agreement.

**Project** - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by the Office on behalf of the Funding Board.

**Sponsor** - The applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees and agents.

## **SECTION 2. PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the Project as described in this Agreement, Post Evaluation Summary, the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the Funding Board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 26.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

## **SECTION 3. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the Funding Board.

## **SECTION 4. RESPONSIBILITY FOR PROJECT**

While the Funding Board undertakes to assist the Sponsor with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Sponsor. The Funding Board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the Project, as those phases are applicable to this Project, is solely that of the Sponsor, as is responsibility for any claim or suit of any nature by any third party related in any way to the Project.

## **SECTION 5. INDEMNIFICATION**

To the fullest extent permitted by the law, the Sponsor expressly agrees to and shall indemnify, defend and hold harmless the State and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the Sponsor's or any Contractor's performance or failure to perform the Agreement. Sponsor's obligation to indemnify, defend and hold harmless also includes any claim by Sponsor's agents, employees, representatives or any Contractor or its employees. Sponsor's obligation to defend includes payment of any costs or attorneys' fees. Sponsor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Sponsor, its Contractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sponsor or its Contractors, agents, or employees. The Sponsor expressly agrees to waive his/her immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.

## **SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR**

The Sponsor and its employees or agents performing under this Agreement are not employees or agents of the Funding Board or the Office. The Sponsor will not hold itself out as nor claim to be an officer or employee of the Office or of the state of Washington by reason hereof, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B.16 RCW.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

## **SECTION 7. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Office may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by the Office that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Sponsor in the procurement of, or performance under this Agreement. In the event this Agreement is terminated as provided above, the Office shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the

Agreement by the Sponsor. The rights and remedies of the Office provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Office makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes Hearing" clause of this Agreement.

In the event this Agreement is terminated as provided above, the Funding Board or the Office shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of the Funding Board or the Office provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Funding Board or the Office makes any determination under this clause may be reviewed as provided in the "Disputes" clause of this Agreement.

#### **SECTION 8. ACKNOWLEDGMENT AND SIGNS**

- A. Publications. The Sponsor shall include language which acknowledges the funding contribution of the program to this Project in any release or other publication developed or modified for, or referring to, the Project.
- B. Signs. The Sponsor also shall post signs or other appropriate media at Project entrances and other locations on the Project which acknowledge the program's funding contribution, unless exempted in Funding Board policy or waived by the Director.
- C. Ceremonies. The Sponsor shall notify the Office no later than two weeks before a dedication ceremony for this Project. The Sponsor shall verbally acknowledge the program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
  - 1. The percentage of the total costs of the Project that is financed with federal money;
  - 2. The dollar amount of federal funds for the Project; and
  - 3. The percentage and dollar amount of the total costs of the Project that is financed by nongovernmental sources.

#### **SECTION 9. COMPLIANCE WITH APPLICABLE LAW**

The Sponsor will implement the Agreement in accordance with applicable federal, state, and local laws and regulations.

The Sponsor shall comply with, and the Office is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to, State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (comprehensive areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the Funding Board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

For habitat restoration projects funded in part or whole with National Marine Fisheries Service funding, Sponsor shall not commence with clearing of riparian trees or in-water work unless and until an ESA consultation is completed and delivered by National Marine Fisheries Service to the Sponsor. Violation of this paragraph shall not be the basis for any enforcement responsibility by the IAC.

#### **SECTION 10. RECORDS MAINTENANCE**

The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the Office, personnel duly authorized by the Office, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **SECTION 11. ACCESS TO DATA**

In compliance with chapter 39.29 RCW, the Sponsor shall provide access to data generated under this Agreement to the Office, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

#### **SECTION 12. TREATMENT OF ASSETS**

- A. Assets shall remain in the possession of the Sponsor for the duration of the project or program. When the Sponsor discontinues use of the asset(s) for the purpose for which it was funded, the Office will require the Sponsor deliver the asset(s) to the Office, dispose of the asset according to agency policies, or return the fair market value of the asset(s) to the Office. Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by the Office in writing.
- B. The Sponsor shall be responsible for any loss or damage to assets which results from the negligence of the Sponsor or which results from the failure on the part of the Sponsor to maintain and administer that property in accordance with sound management practices.

#### **SECTION 13. RIGHT OF INSPECTION**

The Sponsor shall provide right of access to its facilities to the Office, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a Landowner Agreement has been executed, it may further stipulate and define the Funding Board and the Office's right to inspect and access lands acquired or developed with Funding Board assistance.

#### **SECTION 14. STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in the monitoring and stewardship plans as approved by the Funding Board or the Office. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the Funding Board.

#### **SECTION 15. DEBARMENT CERTIFICATION**

The Sponsor certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. If requested by the Office, the Sponsor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sponsor for this Agreement shall be incorporated into this Agreement by reference.

#### **SECTION 16. PROJECT FUNDING**

- A. **Additional Amounts.** The Funding Board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the Funding Board or Director and incorporated by written amendment into this Agreement.
- B. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically provided for by Funding Board policy. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the Funding Board may have under this Agreement, the amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

#### **SECTION 17. PROJECT REIMBURSEMENTS**

- A. **Compliance and Payment.** The obligation of the Office to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Sponsor.
- B. **Compliance and Retainage.** The Office reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Sponsor until the Project has been completed and approved by the Director. A Project is considered "complete" when:
  - 1. all approved or required activities outlined in the Agreement are complete;
  - 2. on-site signs are in place (if applicable);
  - 3. a final Project report is submitted to the Office with the Sponsor's final request for reimbursement;
  - 4. the completed Project has been approved by the Office;
  - 5. final amendments have been processed; and
  - 6. fiscal transactions are complete.
- C. **Invoice Frequency.** Invoices are required at least once a quarter from state agency sponsors and at least once a year from all other sponsors. The year-end invoice should include expenditures through June 30, the last day of the State's fiscal year and be submitted no later than July 15th. Final reimbursement requests should be submitted to the Office within ninety (90) days of the completion of the Project, funding end date, or the termination date, whichever comes first.

#### **SECTION 18. ADVANCE PAYMENTS**

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to salmon grants and must comply with SRFB policy.

## **SECTION 19. NON-AVAILABILITY OF FUNDS**

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the Office for expenditure for this Agreement in any biennial fiscal period, the Office shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the Office participation is suspended under this section for a continuous period of one year, the Office's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

## **SECTION 20. RECOVERY OF PAYMENTS**

In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, the Office reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The Sponsor shall reimburse the Office for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by the Office. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

## **SECTION 21. COVENANT AGAINST CONTINGENT FEES**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. The Office shall have the right, in the event of breach of this clause by the Sponsor, to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT/RESTORATION PROJECTS**

The following provisions shall be in force only if the Project described in this Agreement is for development/restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery:

- A. Construction Document Review and Approval. The Sponsor agrees to submit one copy of all construction plans and specifications to the Office for review. Review and approval by the Office will be for compliance with the terms of this Agreement.
- B. Contracts for Construction. Sponsor shall award all contracts for construction using whatever method is appropriate and legal for the Sponsor.
- C. Construction Contract Change Order. Only change orders that significantly reduce or change the scope of the Project as described to and approved by the Funding Board or the Office must receive prior written approval.
- D. Control and Tenure. Appropriate control and tenure of the land proposed for use must be executed and documented.
- E. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this Project:

"During the performance of this contract, the Sponsor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

## **SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the Project described in this Agreement is for the acquisition of interest in real property for outdoor recreation, habitat conservation, or salmon recovery purposes:

- A. Evidence of Land Value. Before disbursement of funds by the Office as provided under this Agreement, the Sponsor agrees to supply evidence to the Office that the land acquisition cost has been established per Funding Board policy.
- B. Evidence of Title. The Sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Deed of Right to Use Land for Public Purposes. The Sponsor agrees to execute an instrument or instruments which contain:
  - 1. The legal description of the property acquired under this Agreement;
  - 2. A conveyance to the State of Washington of the right to use the described real property forever for the purpose identified in the Agreement; and
  - 3. A requirement to comply with applicable statutes, rules, and the Funding Board policies with respect to conversion of use.
- D. Assignment of Right. When acquiring a conservation easement, the Sponsor agrees to execute an instrument or instruments that contain:
  - 1. The legal description of the conservation easement acquired under this Agreement;
  - 2. An assignment to the State of certain rights for access to and stewardship of the property covered by the conservation easement;
  - 3. Acknowledgement of the right of the Funding Board and the Office for enforcement of the provisions of the conservation easement; and
  - 4. A statement that the Sponsor will retain all responsibility for obligations under the terms of the conservation easement.
- E. Real Property Acquisition and Relocation Assistance
  - 1. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
  - 2. When state funds are part of this Agreement, the Sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26.010 RCW, and Chapter 468-100 WAC.
  - 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this Project, the Sponsor agrees to provide any housing and relocation assistance required.

## **SECTION 24. HAZARDOUS SUBSTANCES**

- A. Definition. "Hazardous substance," as defined in Chapter 70.105D.020 (7) RCW, means:
  - 1. Any dangerous or extremely hazardous waste as defined in Chapter 70.105.010(5) and (6) RCW, or any dangerous or extremely dangerous waste designated by rule pursuant to Chapter 70.105 RCW;
  - 2. Any hazardous substance as defined in Chapter 70.105.010(14) RCW or any hazardous substance as defined by rule pursuant to Chapter 70.105. RCW;
  - 3. Any substance that, on March 1, 1989, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C. Sec. 9601(14);
  - 4. Petroleum or petroleum products; and

5. Any substance or category of substances, including solid waste decomposition products, determined by the director [or director's designee of the department of ecology] by rule to present a threat to human health or the environment if released into the environment.
  6. The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: Crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.
- B. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances and certify:
- (1) No hazardous substances were found on the site, or
  - (2) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- C. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.
- D. Hold Harmless. The Sponsor will defend, protect and hold harmless the Office and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property being acquired.

## **SECTION 25. RESTRICTION ON CONVERSION OF FACILITY TO OTHER USES**

The Sponsor shall not at any time convert any real property acquired or any facility developed pursuant to this Agreement to uses other than those purposes for which assistance was originally approved, without the approval of the Funding Board or Director, in compliance with applicable statutes, rules, and Funding Board policies as identified in this Agreement. It is the intent of Funding Board's conversion policy that all lands acquired and all lands developed with funding assistance from the Funding Board remain in the public domain in perpetuity unless otherwise identified in the Agreement.

- A. By Funding Board policy a conversion may occur under any of the following circumstances:
1. Conveyance. Property interests are conveyed for purposes inconsistent with the intent of the Agreement and the funding source.
  2. Use. Non-eligible uses (public or private) are made of the Project area, or portion thereof.
  3. Eligibility. Non-eligible facilities are developed within the Project area without prior approval of the Funding Board or the Office.
  4. Termination of Use/Non-Conformance. The property acquired or project developed no longer meets or conforms to the intent of the Agreement or the funding source.
- B. Element Change. When approved by the Funding Board or Director, certain elements may be deleted from the Agreement without invoking the requirement to replace the elements. Such deletions are allowed when the Funding Board or Director determines that the elements are not needed or cannot be retained due to one or more of the following conditions:
1. Obsolescence
  2. Extraordinary vandalism
  3. Acts of Nature
  4. Designed life expectancy reached
  5. Fire
  6. Property or property rights lost as a result of legal action
  7. ICC National Trails System Act reversion order (*National Trails System Act 8(d)*, 16 U.S.C. § 1247(d); WAC 286-27-060(2)).

## **SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

Sponsors must ensure that properties or facilities assisted with Funding Board funds, including undeveloped sites, are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

Facilities open to the public must:

- E. Follow all state and federal accessibility guidelines.
- F. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- G. Be available for use at reasonable hours and times of the year, according to the type of area or facility.

## **SECTION 27. INCOME AND INCOME USE**

- A. Income.
  1. **Compatible source.** The source of any income generated in a Funding Board assisted Project or project area must be compatible with the funding source and the Agreement.
  2. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed with Funding Board grants if the fees are consistent with the:
    - (a) Value of any service(s) furnished;
    - (b) Value of any opportunity(ies) furnished; and
    - (c) Prevailing range of public fees in the state for the activity involved.

*Excepted* are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.252.210 RCW).

- B. **Income use.** Regardless of whether income or fees in a Funding Board-assisted area (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state law, the revenue may only be used to offset:
  1. the Sponsor's matching funds; and/or
  2. the Project's total cost; and/or
  3. the expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the Funding Board grant; and/or
  4. the expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system; and/or
  5. capital expenses for similar acquisition and/or development.

## **SECTION 28. PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the Funding Board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

## **SECTION 29. PROVISIONS RELATED TO NON-PROFIT OR NOT-FOR-PROFIT SPONSORS**

A non-profit or not-for-profit organization sponsor shall:

- A. Maintain a non-profit or not-for-profit status (including registering with the Washington Secretary of State) throughout the Sponsor's obligation to the Project as identified in this Agreement.
- B. Notify the Office prior to dissolution and within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program *and* capable of complying with the terms and conditions of this Agreement. The Office will process an amendment transferring the Sponsor's obligation to the qualified successor.
- C. Provide for operation and maintenance of the project. Should the Sponsor fail in this obligation for any reason, the Project will be considered converted or a failed project, and be subject to all remedies available to the Funding Board and the Office.

## **SECTION 30. LIABILITY INSURANCE REQUIREMENTS FOR FIREARM RANGE SPONSORS**

- A. The Sponsor<sup>1</sup> shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the Funding Board, and the Office as additional insureds and shall be in a form approved by the Funding Board or Director.
- C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the Project as identified in this Agreement.
- D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to the Office not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the Funding Board.
- F. By this requirement, the Funding Board and the Office does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based upon such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

## **SECTION 31. REQUIREMENTS OF THE NATIONAL PARK SERVICE**

If the Project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund (LWCF), the Agreement General Provisions in Section 660.3 Attachment B of the *L&WCF Grants-in-Aid Manual* as now existing or hereafter amended are made part of this Agreement, and the Sponsor shall also abide by these Agreement General Provisions. Further, the Sponsor agrees to provide the Office with reports or documents needed to meet the requirements of the Agreement or Section 660.3 Attachment B of the *L&WCF Grants-in-Aid Manual*.

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<sup>1</sup> As used in this Section, Sponsor refers to Firearms Range Sponsors.

### **SECTION 32. ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and/or state statutes, regulations, policies and procedures including applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Project Agreement including attachments;
- C. Additional Provisions or Modifications of General Provisions;
- D. General Provisions.

### **SECTION 33. AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **SECTION 34. LIMITATION OF AUTHORITY**

Only the Office or Office's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Office.

### **SECTION 35. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director, or the Director's designee, and attached to the original Agreement.

### **SECTION 36. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH**

The Funding Board and the Office rely upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

### **SECTION 37. TERMINATION AND OTHER REMEDIES**

The Funding Board and the Office may require strict compliance by the Sponsor with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and Funding Board policies which are incorporated into this Agreement, and with the representations of the Sponsor in its application for a grant as finally approved by the Funding Board.

The Funding Board or the Director, may suspend, or may terminate, the obligation to provide funding to the Sponsor under this Agreement:

- A. In the event of any breach by the Sponsor of any of the Sponsor's obligations under this Agreement;  
or
- B. If the Sponsor fails to make progress satisfactory to the Funding Board or Director toward completion of the Project by the completion date set out in this Agreement.

In the event this Agreement is terminated by the Funding Board or Director, under this section or any other section after any portion of the grant amount has been paid to the Sponsor under this Agreement, the Funding Board or Director may require that any amount paid be repaid to the Office for redeposit into the account from which the funds were derived.

The Funding Board and the Office may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the Office. No remedy available to the Funding Board or the Office shall be deemed exclusive. The Funding Board or the Office may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

### **SECTION 38. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, the Office may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the Office shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

### **SECTION 39. DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the Funding Board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the Director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the Funding Board's Chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

### **SECTION 40. ATTORNEYS' FEES**

If either party brings litigation to enforce any term or condition of this Agreement, or as a result of this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as in obtaining execution of judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

#### **SECTION 41. GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County Superior Court. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this agreement is between the Funding Board and a federally recognized Indian tribe, the following Governing Law/Venue applies:

- A. The State of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian tribe arising out of or relating to the performance, breach or enforcement of this agreement in Federal Court. Interpretation shall be according to the law of the State of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable upon the parties. Any money judgment or award against the Tribe, tribal officers and members, or the State of Washington and its officers and employees may not exceed the amount provided for in Section F- Project Funding of the Agreement.
- C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and the State of Washington has waived its immunity to suit in state court. These waivers are only for the benefit of the Tribe and State and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

#### **SECTION 42. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 2008**

<b>AGENDA ITEM:</b> Strawberry Festival 2008 Proposal	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Jim Ballew – Director of Parks and Recreation	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 2008 Proposal	<b>APPROVED BY:</b> J. Ballew	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Maryfest Incorporated has submitted the 2008 Strawberry Festival Proposal as required for renewal of the Master Permit. In 2007 Maryfest was authorized to conduct the Strawberry Festival event for a five year period through its' Master Permit Application and Agreement approved by the City Council.

City staff has met with Maryfest to discuss the 2008 event schedule and is recommending approval of the 2008 Schedule of Events as identified within the proposal.

<b>RECOMMENDED ACTION:</b> Staff recommends the City Council approve the 2008 Strawberry Festival Proposal and Permit renewal to Maryfest Incorporated.
<b>COUNCIL ACTION:</b>

Maryfest, Inc.  
PO Box 855  
Marysville, WA 98270

(PH) 360-659-7664  
[www.maryfest.com](http://www.maryfest.com)



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## **2008 Strawberry Festival Permit Proposal**

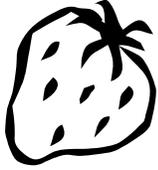
**Prepared for:** City of Marysville

**Prepared by:** Maryfest, Inc.

### **Description**

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*Please find attached the Permit Proposal for the 2008 Strawberry Festival. We are looking forward to working with the City again this year to put on the festival.*



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## Events

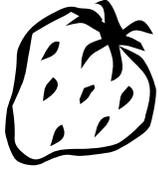
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## **ORGANIZATION**

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### **History**

Strawberry Festival has been a Marysville tradition since 1932. In 1974 Maryfest, Inc. the sponsoring organization for the Marysville Strawberry Festival, was formed. The Primary purpose of Maryfest is to promote the Strawberry Festival and the City of Marysville throughout the Pacific Northwest, Oregon and Canada. This has been and continues to be accomplished through the annual festival and the travel of the festival float and its representatives. Maryfest Inc. is a 501(c)4 nonprofit organization.

### **Mission Statement**

To be friendly and helpful when representing the Strawberry Festival. To promote the Strawberry Festival, the City of Marysville and it's businesses.

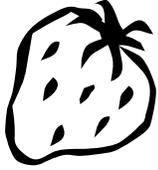
### **Legal Structure**

Management of the Corporation, Maryfest, Inc., is vested in the Board of Directors, consisting of fifteen (15) members. The Executive Board and Officers include the President, Vice President, Vice President Elect, Secretary and Treasurer. Officers, Board Member, Event Directors and Committee Members are all non-paid volunteers residing in the city of Marysville and surrounding area.

### **Membership and Funding**

Members of Maryfest, Inc. shall be individual, co-partnerships, corporations, associations and firms of every type and description that shall be interested in promoting Marysville. Membership fees are approved by the Board of Directors.

Some funding for the Strawberry Festival is acquired by sponsorships, donations and grants. With one of the grants applied for being the City Hotel/Motel Tax.



## **ORGANIZATION**

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### **Insurance**

Insurance coverage for Maryfest, Inc. and for all Strawberry Festival events is provided through Capitol Indemnity Corp., North Bend, IN which is currently A Rated.

The local insurance agency for Maryfest, Inc. is Marysville-Anderson Insurance Agency located at 901 State Avenue, Marysville, WA 98270. Their phone number is (360) 653-0900.

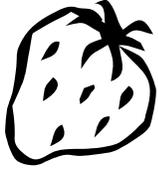
The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of \$1 million per occurrence and \$2 million aggregated per event during the Strawberry Festival. A certificate of insurance is required for all motorized units, equestrian units and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc. and their employees and volunteers named as additional insured. Biringer Farm hosts the "Pig Out on the Farm" and is listed as a festival event and carries their own insurance naming Maryfest, Inc., the City of Marysville and the Marysville School District #25 as additional insured. Biringer Farm is not within the boundaries of franchise but has been approved by Maryfest, Inc.

Our policy covers us all year and renews on April 10th. A copy will be provided.

### **Advertising**

Some of the advertising we are planning includes radio (KMPS) and television (TV-3 & possibly a major Seattle channel). As for print Advertising, North County Outlook will be producing our Official Guide (mailed to all Marysville Residents), ads will be placed in The Herald, The Globe, and The Seattle Times, and we will again have counter cards and posters (targeted to be distributed by May 15th).

Our major sponsors are the Tulalip Casino, Roy Robinson, North County Bank, and Fred Meyer. We are still in the process of getting sponsors. All sponsors will be posted on the festival website.



## ORGANIZATION

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### **Bleachers**

Remote controlled hydraulic bleachers have been purchased. The bleachers are 45 feet long, portable, and take 15 minutes to set up and take down. The bleachers will be used at the Trike Race Time Trails, Trike Race, Parades, Poochapalooza and any other event where they are needed.

### **Portable Restroom Placement**

Portable Restrooms are provided by: NW Cascade Honey Bucket (800-562-4442). They will be placed at the following locations:

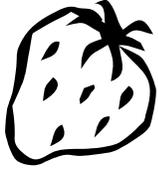
- 1 Tacos Guaymas (80th & State) (may change)
- 2 School District Bus Barn (4220 80th St NE)  
(1 at 80th and 1 at 78th Outside the Fence)
- 1 E&E Lumber Outside the Fence(1364 State Ave)
- 1 Parking Lot East of Kings Buffett (1330 State Ave)
- 1 Buzz Inn Tavern (Grove & State)
- 1 State St. FoodMart North of Barricade under sign (10th & State)
- 1 Behind Bleachers (5th & State)
- 2 Schuck's Parking Lot (4th & State)
- 1 Charlie's Ribs (1525 3rd St)
- 2 Public Works Outside the Fence (80 Columbia)
- 4 7th & State (School Side)
- 1 3rd & Alder in the SW Corner
- 2 Safeway Parking Lot (1 North & 1 South End)
- 14 At The Market

### **Evacuation Plans**

*PARADE:* The Parade is currently working with the Marysville Police Department to come up with an Evacuation Plan.

*MARKET:* 1. Three (3) of four (4) gates are always opened during market hours. In case of Emergency and evacuation gate #4 (located at back of field on Quinn) will be opened immediately. 2. Market crew will terminate all electrical power at main box (North end of Asbery Field) if necessary. 3. Market Committee has Certified Red Cross First Responder on site. 4. Two (2) fire extinguishers are located at Market Office (motor home at main gate on Alder). 5. In case of severe lightning storm, once field is evacuated all gates will be closed and no one will be allowed into the field until weather permits. 6. Please see attached map given to each vendor in welcome packet for emergency exits. See map on page 24.

[www.maryfest.com](http://www.maryfest.com)

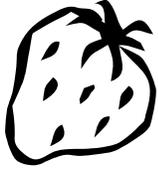


## ORGANIZATION

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### **2008 Traveling Float Schedule**

<i>April 12<sup>th</sup>, 2008</i>	<i>Daffodil Festival (Tacoma / Puyallup / Sumner / Orting, WA)</i>
<i>April 26<sup>th</sup>, 2008</i>	<i>Holland Happenings (Oak Harbor, WA)</i>
<i>May 3<sup>rd</sup>, 2008</i>	<i>Apple Blossom Festival I (Wenatchee, WA)</i>
<i>May 4<sup>th</sup>, 2008</i>	<i>Loyalty Day Parade (Long Beach, WA)</i>
<i>May 10<sup>th</sup>, 2008</i>	<i>Irrigation Festival (Sequim, WA)</i>
<i>May 17<sup>th</sup>, 2008</i>	<i>Lilac Festival (Spokane, WA)</i>
<i>May 24<sup>th</sup>, 2008</i>	<i>Hyack Festival (New Westminster, BC)</i>
<i>June 7<sup>th</sup>, 2008</i>	<i>Starlight Parade (Portland, OR)</i>
<i>June 21<sup>st</sup>, 2008</i>	<i>Strawberry Festival (Marysville, WA)</i>
<i>June 28<sup>th</sup>, 2008</i>	<i>Founders Days (Cashmere, WA)</i>
<i>July 4<sup>th</sup>, 2008</i>	<i>Logger Days (Sedro Woolley, WA)</i>
<i>July 5<sup>th</sup>, 2008</i>	<i>Cherry Fiesta (Osoyoos, BC)</i>
<i>July 12<sup>th</sup>, 2008</i>	<i>Sultan Shindig (Sultan, WA)</i>
<i>July 13<sup>th</sup>, 2008</i>	<i>Chataqua Parade (Chewelah, WA)</i>
<i>July 13<sup>th</sup>, 2008</i>	<i>Cornucopia Days (Kent, WA)</i>
<i>July 20<sup>th</sup>, 2008</i>	<i>Chinatown (International District, Seattle, WA)</i>
<i>July 19<sup>th</sup>, 2008</i>	<i>Capital Lake Fair (Olympia, WA)</i>
<i>July 19<sup>th</sup>, 2008</i>	<i>Hi-Yu Festival (West Seattle, WA)</i>
<i>July 26<sup>th</sup>, 2008</i>	<i>Seafair (Seattle, WA)</i>
<i>August 2<sup>nd</sup>, 2008</i>	<i>Summer Celebration (Lake City, WA)</i>
<i>August 9<sup>th</sup>, 2008</i>	<i>Astoria Regatta (Astoria, OR)</i>
<i>August 23<sup>rd</sup>, 2008</i>	<i>Fair Days (Monroe, WA)</i>
<i>August 23<sup>rd</sup>, 2008</i>	<i>Family Festival (Federal Way, WA)</i>
<i>September 20<sup>th</sup>, 2008</i>	<i>Autumn Leaf Festival (Leavenworth, WA)</i>
<i>October 4<sup>th</sup>, 2008</i>	<i>Salmon Days Festival (Issaquah, WA)</i>
<i>November 29<sup>th</sup>, 2008</i>	<i>Merrysville for the Holiday (Marysville, WA)</i>
<i>December ??, 2008</i>	<i>Pacific Life Holiday Bowl (San Diego, CA)</i>



## EVENTS BY DAY

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### Friday, June 13th, 2008

7:00 AM — 1:00 PM

Scholarship Golf Tournament (Cedarcrest Golf Course)

### Saturday, June 14th, 2008

8:30 AM — 10:00 AM

Berry Run (Smokey Point Plant Farm)

### Tuesday, June 17th, 2008

12:00 PM — 2:00 PM

Fashion Show (Leifer Manor)

### Wednesday, June 18th, 2008

7:00 PM — 10:00 PM

Adult Trike Race Time Trials (Waterfront Park)

### Thursday, June 19th, 2008

6:00 PM — 9:00 PM

Talent Show (MPHS Auditorium)

TBD — 10:00 PM

Carnival (MMS Play Field)

### Friday, June 20th, 2008

11:30 AM — 9:00 PM

Market (Asbery Field)

4:30 PM — 9:00 PM

Entertainment (Asbery Field)

TBD — 11:00 PM

Carnival (MMS Play Field)

7:00 PM — 10:00 PM

Adult Trike Race (Waterfront Park)

### Saturday, June 21st, 2008

10:00 AM — 11:00 AM

Rose Planting Ceremony (Red Caboose)

10:00 AM — 5:00 PM

Pig Out on the Farm (Biringer Farm)

TBD — 12:00 PM

Carnival (MMS Play Field)

10:00 AM — 8:00 PM

Market (Asbery Field)

10:00 AM — 8:00 PM

Entertainment (Asbery Field)

10:00 AM — 5:00 PM

Car Show (Asbery Field)

1:00 PM — 3:00 PM

Strawberry Shortcake Eating Contest (Asbery Field)

6:00 PM — 7:00 PM

Kiddies Parade (State Ave.)

7:30 PM — 10:00 PM

Grand Parade (State Ave.)

10:00 PM — 10:30 PM

Fireworks (Public Works)

### Sunday, June 22nd, 2008

10:00 AM — 5:00 PM

Pig Out on the Farm (Biringer Farm)

TBD — 5:00 PM

Carnival (MMS Play Field)

10:00 AM — 5:00 PM

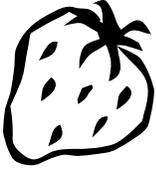
Market (Asbery Field)

11:00 PM — 5:00 PM

Entertainment (Asbery Field)

*Open Time of Carnival is weather permitting.*

[www.maryfest.com](http://www.maryfest.com)



## EVENT DETAILS

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All calls should be directed to the Festival Office at 360-659-7664 or to the website at [www.maryfest.com](http://www.maryfest.com). **The phone numbers listed are for emergency use only.**

### **Adult Trike Race**

**Date:** *Friday, June 20th, 2008 at 7:00 PM*

**Location:** *Waterfront Park*

**Contact:** *Marysville Rotary, Chris Nation (PH) 360-658-9195*

*Got JELLO? Watch as adults race through a difficult and messy obstacle course. All proceeds from this event go to Marysville Rotary Literacy Fund.*

### **Berry Run / Walk**

**Date:** *Saturday, June 14th, 2008 at 8:30 AM*

**Location:** *Smokey Point Plant Farm*

**Contact:** *Judy Anderson (PH) 425-308-1019*

*No matter if you enjoy running or walking this event has something for you. You pick either the 1 mile course or the 5k run, either way this fun run helps to raise money for Grace Academy Track Team.*

### **Car Show**

**Date:** *Saturday, June 21st, 2008 from 10:00 AM — 5:00 PM*

**Location:** *Asbery Field*

**Contact:** *Emerald City Car Club, Paul Lind (PH) 425-316-8423*

*You might hear a strange rumble coming from Asbery Field, but don't worry that's just the sound of these beautiful Cars. From Classic to Custom there is something for everyone!*

### **Fashion Show**

**Date:** *Tuesday, June 17th, 2008 at 12:00 PM*

**Location:** *Leifer Manor*

**Contact:** *Teresa Bates (PH) 425-631-7654*

*Watch as local models showcase summer fashion from local retail stores. Fashions are for young and old, men and women. So reserve a seat or a table and enjoy your lunch while checking out what's "HOT" for the summer.*



## EVENT DETAILS

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### **Funtastic Carnival**

**Date:** *Thursday, June 19th, 2008 from TBD to 10:00 PM (out by 11)*

*Friday, June 20th, 2008 from TBD to 11:00 PM (out by 12)*

*Saturday, June 21st, 2008 from TBD to 11:00 PM (out by 12)*

*Sunday, June 22nd, 2008 from TBD to 5:00 PM (out by 6)*

**\*\*Open times are weather permitting.**

**Location:** *Marysville Middle School Play Field*

**Insurance Carried:** *5 Million Total (Contract attached see pg. 25)*

**Contact:** *Funtastic, Rob Rhew, (PH) 503-761-0989*

*Come play the games, ride the rides and enjoy all the yummy carnival food.*

*With lots to choose from Funtastic makes this carnival one everyone can enjoy!*

### **Golf Tournament**

**Date:** *Friday, June 13th, 2008 at 7:00 AM*

**Location:** *Cedarcrest Golf Course*

**Contact:** *Angie Miller (PH) 425-232-0274*

*FOUR! Watch as teams try to win a car and lots of other prizes as they help raise money for the Strawberry Festival April Friesner Memorial Royalty Scholarship Fund. So grab your clubs and get ready for fun!*

### **Grand Parade**

**Date:** *Saturday, June 21st, 2008 at 7:30 PM (Pre-Parade) 7:45 Official Start*

**Location:** *State Avenue from 76th Street to 3rd & Alder*

**Contact:** *Carol Kapua (PH) 425-387-1135*

*Sheila Thompson (PH) 360-653-8165*

*Everyone loves a parade! This years Grand Parade is sure to delight young and old alike. Watch as the marching bands, floats and other entries make their way down State Avenue. Followed by a spectacular fireworks display*

### **Kiddies Parade**

**Date:** *Saturday, June 21st, 2008 at 6:00 PM*

**Location:** *State Avenue from 7th Street to 5th Street*

**Contact:** *Kim Mease (PH) 425-870-2928*

*Don't let the length of this parade fool you! From costumes to pets to bikes the youngsters in this non-motorized parade just want to have fun.*



## EVENT DETAILS

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### **The Market**

**Date:** *Friday, June 20th, 2008 from 2:30 PM to 9:00 PM*

*Saturday, June 21st 2008 from 10:00 AM to 8:00 PM*

*Sunday, June 22nd, 2008 from 10:00 AM to 5:00 PM*

**Location:** *Asbery Field*

**Inspections:** *Health Dept.*

**Contact:** *Jodi Hiatt (PH) 425-239-2302*

*From Arts and Crafts to Food Vendors the Market has everything. Come walk through the booths or stop for a bite to eat, either way your sure to find something you'll like.*

### **Musical Entertainment**

**Date:** *Friday, June 20th, 2008 from 4:30 PM to 9:00 PM*

*Saturday, June 21st, 2008 from 10:00 AM to 8:00 PM*

*Sunday, June 22nd, 2008 from 11:00 PM to 5:00 PM*

**Location:** *Asbery Field*

**Contact:** *Angie Miller (PH) 425-232-0274*

*Judy Anderson (PH) 425-308-1019*

*From Rockin' Roll to Country and everything in between this years entertainment is sure to have something you'll like. So grab a bite to eat enjoy the groups grac-ing the stage.*

### **Pig Out on the Farm**

**Date:** *Saturday, June 21st, 2008 from 10:00 AM — 5:00 PM*

*Sunday, June 22nd, 2008 from 10:00 AM — 5:00 PM*

**Location:** *Biringer Farms*

**Contact:** *Diana Biringer (PH) 425-258-2305*

*A great time to be had by all. There is nothing like the Pig Out for good old-fashioned family fun. Admission and Fishin' are always free.*

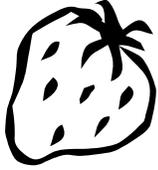
### **Rose Planting Ceremony**

**Date:** *Saturday, June 21st, 2008 at 10:00 AM*

**Location:** *Red Caboose*

**Contact:** *Bobbi Young (PH) 425-210-5210*

*Join us for a ceremony you won't forget, as the Portland Royal Rosarians plant a Rose honoring the festival.*



## EVENT DETAILS

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### **Strawberry Shortcake Eating Contest**

**Date:** Saturday, June 21st, 2008 at 1:00 PM

**Location:** Asbery Field

**Contact:** Deanne Evans (PH) 425-290-2636

*We are the messy fun event of Maryfest. Bring your friends and family to cheer you to victory while you devour delicious strawberry shortcake without benefit of utensils or use of your hands! The goal is to eat as much shortcake as possible in a five minute period, so start practicing!*

### **Talent Show**

**Date:** Monday, May 19th, 2008 at 6:00 PM Auditions

Tuesday, May 20th, 2008 at 6:00 PM Auditions

Thursday, June 19th, 2008 at 6:00 PM

**Location:** Marysville Pilchuck High School Auditorium

**Contact:** Marcy Giesler (PH) 360-653-6584

*So you want to be a star? From singing to dancing to comedy this show has it all. Watch as children, teens, and adults perform to show you their STAR qualities.*



## **STREET CLOSURES**

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### **Thursday, June 19th, 2008**

12:00 Noon 7th St. from Alder to Quinn Ave.  
\*\*To remain closed until Sunday, June 22nd at 6:00 PM

### **Friday, June 20th, 2008**

8:00 AM "No Parking after 4:00 PM Saturday" signs posted with barricades on 2nd St. from Columbia Ave. to Quinn Ave. and at 3rd and Alder (both sides of street). Except for Band & Drill Teams buses and vans.

### **Saturday, June 21st, 2008**

7:00 AM 7th St. from State Ave to Quinn St.  
9:00 AM North Bound Cedar Ave. from 2nd St. to 4th St.  
NOON 5th St. from State Ave. to Columbia Ave.  
5th St. from State Ave. to Delta Ave.  
4:00 PM 2nd St. from Columbia Ave. to Quinn Ave.  
76th St. from State Ave. to 43rd St.  
6th St. to 9th St. from State Ave. to Delta Ave.  
6th St. to 10th St. from State Ave. to Columbia Ave.  
State Ave. from 80th St. to 4th St.  
Grove Street from 43rd to State  
5:00PM 3rd St. from State Ave. to Alder  
State Ave. from 4th St. to 3rd St.  
6:00 PM Alder (43rd) Street from Grove St. to 76th St.  
7:00 PM Grove Street from Cedar Ave. to 47th Ave.  
7:30 PM 4th St. from Cedar to 47th Ave.

State Ave. to remain closed from Grove St. to 3rd Street until after fireworks (approx. 10:30 PM)

Street closure notices are hand delivered to all residents and businesses on 2nd and 3rd Street.

**\*\*Streets should be closed to all traffic with the exception of emergency vehicles and Festival Officials. Special passes will be posted on all Festival vehicles.**



## **PUBLIC WORKS ASSISTANCE**

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### **STREET DEPARTMENT**

***In addition to the specific events below, street barricades are requested for all festival events requiring Street Closures (please see page 12). Maryfest, Inc. will provide the required signage for posting notice of closure of SR 528, 4th Street and 88th Street Freeway Exits and Ebby Slough Bridge.***

***Saturday, June 21st, 2008***

***9:00 AM to End of Event***

***ROSE PLANTING: Traffic cones will be needed to block of Right lane of North Bound Cedar Avenue.***

***5:00 PM to End of Event***

***GRAND PARADE: Please see street closures to determine how many barricades are needed.***

### **WATER DEPARTMENT**

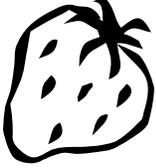
***Friday, June 20th, 2008***

***7:00 PM to End of Event***

***ADULT TRIKE RACE: Use of fire hose and fire hydrant wrench***

Also needed:

Sandbags for the Fireworks (Contact: Larry Larsen)



## **PUBLIC WORKS ASSISTANCE**

---

### **SANITATION DEPARTMENT**

**Thursday, June 19th, 2008 to Sunday, June 22nd, 2008**

**Dumpsters for Market**

*4 dumpsters placed on the corner of 7th St. and Alder next to fence.*

**Service is request once per day in the AM on all dumpsters**

**Friday, June 20th, 2008**

**One (1) Dumpster to be delivered to each of the following locations:**

*North County Bank*

*Marysville Junior High School at 7th St. and State Ave.*

*Century 21 Parking Lot at 5th St and State — Close to Sidewalk*

*Schaefer-Shipman Funeral Home parking lot at 8th St. and State Ave.*

*Cascade Savings Bank Parking Lot at 9th St. and State Ave.*

*Frontier Bank Parking Lot at 10th St. and State Ave.*

*State Avenue Deli Parking Lot*

*Shopping Center Parking Lot between 10th St. and State Ave.*

*— Close to Side walk*

*Schuck's Auto Supply at 4th and State — Close to Sidewalk*

*Buzz Inn Parking Lot — Next to Sidewalk*

*Safeway Plaza—1 each at North and South ends of Parking Lot*

*— Close to Sidewalk*

*Key Bank Parking Lot — Next to Sidewalk*

*Marysville Plaza — Close to Sidewalk*

*Marysville School District Bus Barn — NE side outside fenced area*

*Schuck's Auto Supply at 1273 State Ave. - Close to Sidewalk*

*3rd Street in Parking Lot next to Charlie's Ribs*

*Waterfront Park*

**Service is requested once per day on all dumpsters**



## **POLICE DEPARTMENT. ASSISTANCE**

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### **Thursday, June 19th, 2008**

Occasionally throughout Day

MARKET: Bicycle units to monitor Asbery Field

### **Friday, June 20th, 2008**

Occasionally throughout Day

MARKET: Bicycle units monitor Asbery Field

### **Saturday, June 21st, 2008**

5:00 PM to End of Event

PARADES: Assistance with crowd control and Street Closures

Occasionally throughout Day

MARKET: Bicycle units monitor Asbery Field

### **Sunday, June 22nd, 2008**

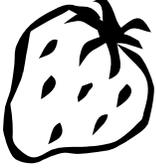
Occasionally throughout Day

MARKET: Bicycle units monitor Asbery Field

*KIDDIES & GRAND PARADE: Seafair Marshals will assist in crowd control.*

*MARKET: Maryfest, Inc. will provide security. Telephone equipment will be provided so as to enable our security to be in contact with Maryfest, Inc. Officials and the Marysville Police Department. For 2008 the Market Committee is working with the police department to provide security.*

*CARNIVAL: Carnival Manager will contact Marysville Police Department for any security needs. **Maryfest, Inc. is NOT responsible for carnival security.***



## **FIRE DEPARTMENT. ASSISTANCE**

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**Saturday, June 14th, 2008**

8:00 AM to End of Event

*BERRY RUN: Aid Crew on Site at Smokey Point Plant Farm*

**Wednesday, June 18th, 2008**

6:00 PM to End of Event

*TRIKE RACE TIME TRIALS: Aid Crew on site at Waterfront Park*

**Friday, June 20th, 2008**

5:00 PM to End of Event

*TRIKE RACE: Aid Crew on Site, Fire Hose and Fire Hydrant Wrench on site at Waterfront Park.*

**Saturday, June 21st, 2008**

4:00 PM to 6:00 PM

*GRAND PARADE: Fire Marshall requested at Marysville School District Bus Barn for float inspections.*



## **PARKS DEPARTMENT. ASSISTANCE**

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***Thursday, May 28th, 2008 thru Monday, June 23rd, 2008***

*Please place festival banner across 4th Street.*

***Thursday, June 19th, 2008 thru Sunday, June 22nd, 2008***

*8:00 AM Thursday thru 6:00 PM Sunday*

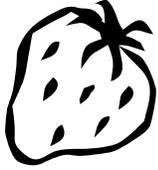
*MARKET: Picnic tables to be delivered for use in food court area.*

*ENTERTAINMENT: Use of 1 mule to be delivered to Market.*

***Saturday, June 22nd, 2008 thru Sunday, June 23rd, 2008***

*Noon Saturday thru Sunday*

*PARADE: Use of 1 mule and 1 golf cart to be delivered to Key Bank at 76th Street for use by parade personnel*



# EVENT LOCATIONS

Berry Run at Smokey Point Plant Farm

Fashion Show at Leifer Manor

Talent Show at High School

Golf Tournament at Cedarcrest Golf Course

Funtastic Carnival At Middle School

The Market /Car Show & Show / Entertainment / Strawberry Shortcake Eating Contest At Asbery Field

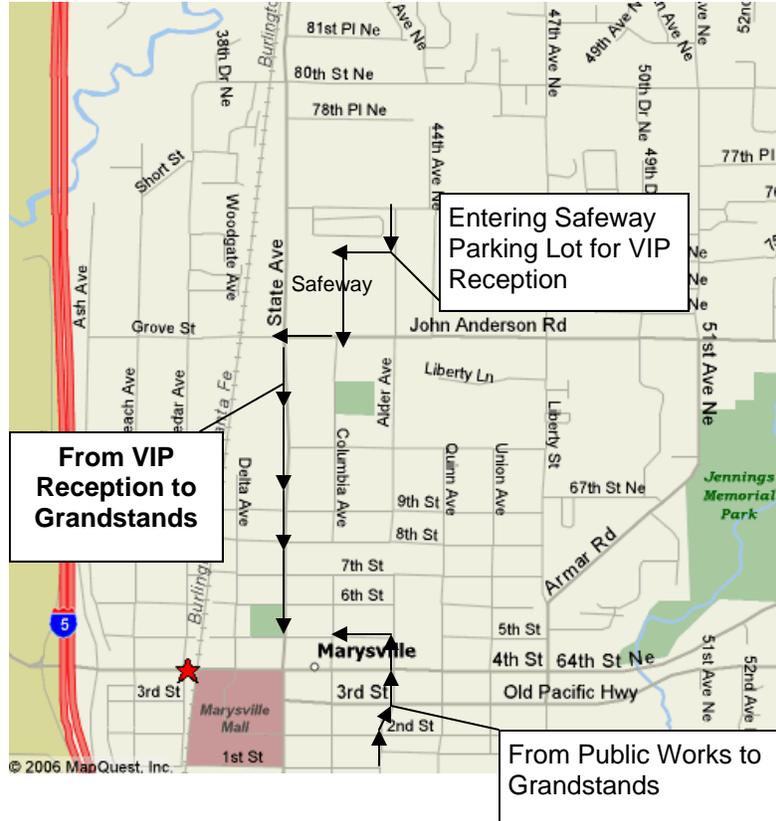
Rose Planting at Red Caboose

Trike Race at Waterfront Park





## TRANSPORTATION ROUTES

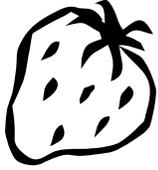


***While the roads are closed VIP Transportation will be taking the following routes.***

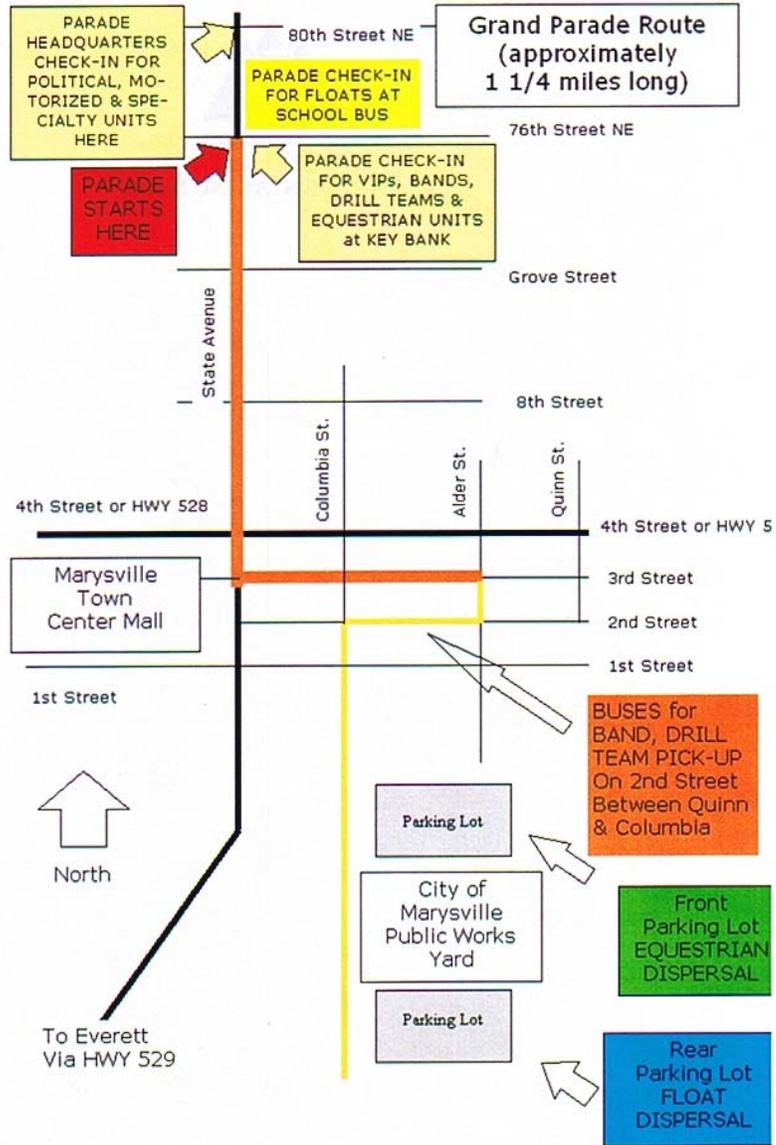
- VIP Shuttles will be taking people from Dispersal (Public Works) along Alder to the Grandstands on 5th St.
- VIP Shuttles will be on State Ave. until 7:30PM taking people from the start of the Parade Route (76th St.) and the Grandstands (5th St.).
- VIP Shuttles that will be taking people to the VIP Reception at Safeway will enter the Safeway Parking Lot from Alder and exiting onto Grove Street to State.

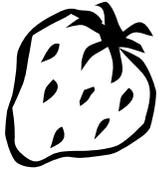
**All VIP Shuttles will be clearly marked.**

[www.maryfest.com](http://www.maryfest.com)



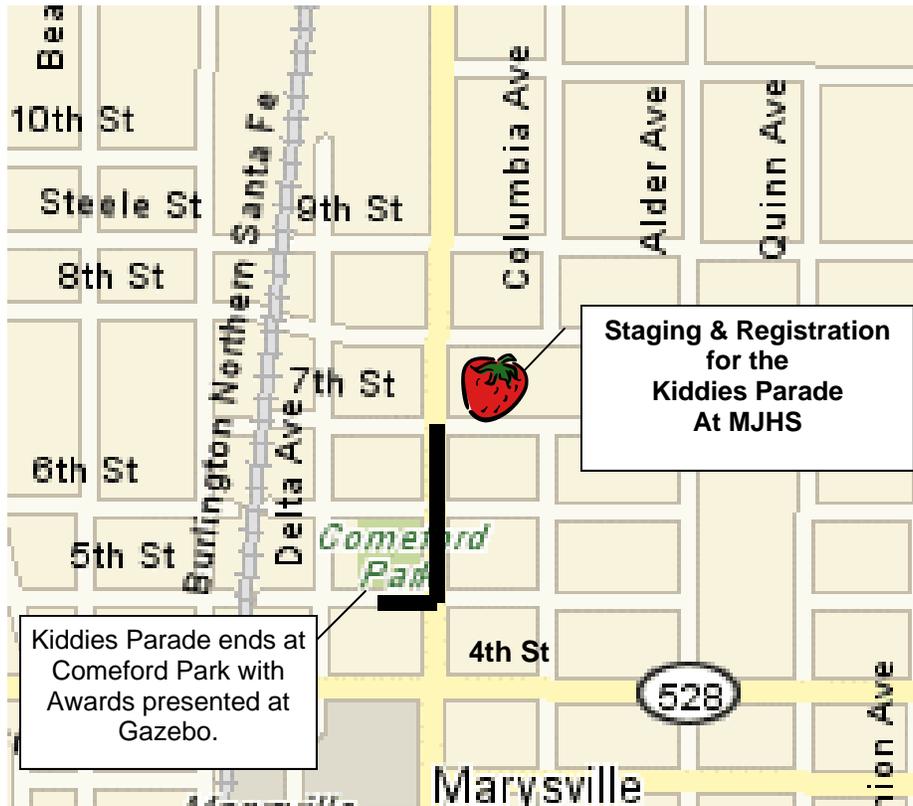
# GRAND PARADE STAGING & ROUTE



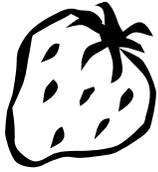


## KIDDIES PARADE STAGING & ROUTE

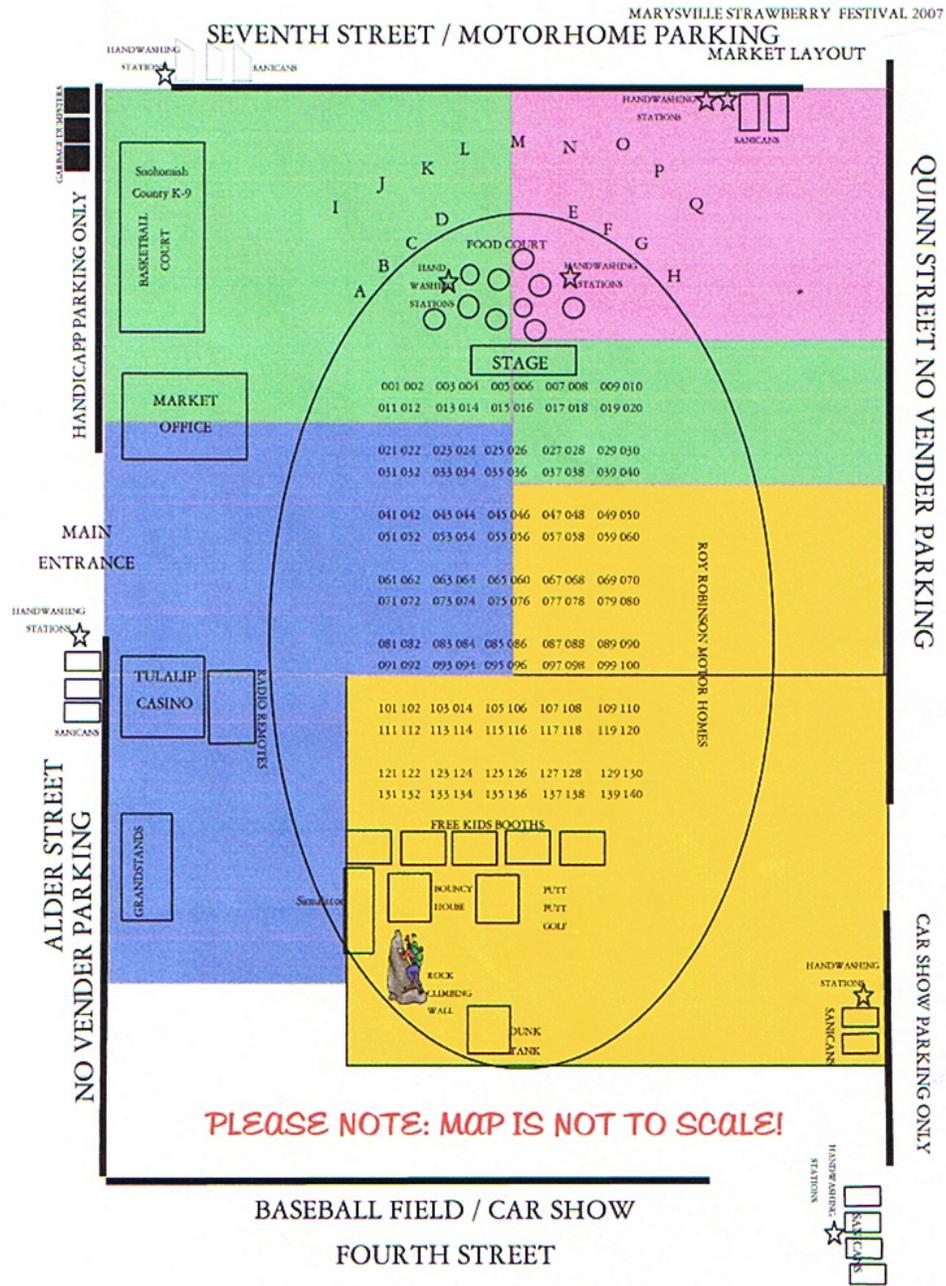
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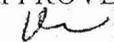
# MARKET IN THE PARK EVACUATION MAP



www.maryfest.com

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** May 27, 2008

<b>AGENDA ITEM:</b> WSDOT Developer/Local Agency Agreement for Construction by Developer (Lakewood Pointe / White Leasure)	<b>AGENDA SECTION:</b> Consent	
<b>PREPARED BY:</b> John A. Cowling, City Engineer	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Developer/Local Agency Agreement</li> </ul>	<b>APPROVED BY:</b> <i>sc</i> 	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The development of Lakewood Pointe by White Leasure requires construction of improvements in State Route 531 (172<sup>nd</sup> St. NE) and 27<sup>th</sup> Ave. NE at the developers cost. Due to the project being along a State Route and within City of Marysville City Limits, WSDOT requires the developer enter into a Developer/Local Agency Agreement for construction of said improvements.

The agreement is primarily between the Developer and WSDOT however the City is a party that has obligations such as being part of the preconstruction conference, allowing access to City right of way or land and receives benefits such as indemnity and being named as an additional insured.

<b>RECOMMENDED ACTION:</b> Staff recommends the City Council authorize the Mayor to sign the WSDOT Developer/Local Agency Agreement.
<b>COUNCIL ACTION:</b>



<h2>Developer / Local Agency Agreement</h2> <h3>Construction by Developer At Developer Expense</h3>			Developer and Address Smokey Pointe Associates, LLC 416 South 8th Street, Suite 200 Boise, Idaho 83702
			Local Agency and Address City of Marysville 80 Columbia Avenue Marysville, WA 98270
Agreement Number UC05050			Section / Location SR-531 (172nd Street NE) / 27th Avenue NE Intersection
State Route No. 531	Control Section No. 3129	Region Northwest	Description of Work Grading, storm sewer, curb gutter & sidewalk, HMA paving, signing, pavement stripping, traffic signal, illumination and traffic control
Surety Bond \$375,000	Work Hours See Traffic Control Plans		

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 called the "STATE", the above named organization, hereinafter called the "DEVELOPER" and the above named City or County, hereinafter called the "LOCAL AGENCY".

WHEREAS, the DEVELOPER wishes to construct an intersection and/or related improvements within the STATE's rights-of-way, and

WHEREAS, the STATE, LOCAL AGENCY, and DEVELOPER now wish to define responsibility for construction and maintenance of the proposed improvements.

NOW THEREFORE, by virtue of Title 47.50 RCW and Title 47.24 RCW it is mutually agreed between the parties hereto as follows:

1. The STATE agrees to grant the DEVELOPER permission to construct the above described work within STATE right-of-way at the location described in Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.
2. The DEVELOPER agrees to construct the project as shown on Exhibit "B", at 100 percent DEVELOPER expense and responsibility. Exhibit "B" is attached hereto and by this reference made a part of this AGREEMENT.  
  
The responsibility of the DEVELOPER for performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by the STATE's approval of plans, specifications, or work, or by the presence at the worksite of the STATE's representative(s), or by compliance by the DEVELOPER with any requests or recommendations made by such representative(s).
3. Any change of work from that shown on Exhibit "B" must be approved by the STATE prior to beginning such work. Plan revisions may be required by the STATE if design standards change between the time of the AGREEMENT approval and the beginning of construction.
4. Upon receipt of this AGREEMENT by the DEVELOPER the STATE may request a construction schedule showing critical dates and activities that will lead to the timely completion of the work required under this AGREEMENT.  
  
Failure by the DEVELOPER to provide the construction schedule within 30 days may cause cancellation of the AGREEMENT. Cancellation of this agreement will not lessen the DEVELOPER'S responsibility to reimburse the STATE for those costs agreed to by item 13.
5. Prior to beginning of construction, a preconstruction conference shall be held with the STATE, LOCAL AGENCY, DEVELOPER, and the DEVELOPER's contractor.
6. Should the DEVELOPER choose to perform the work outlined herein with other than its own forces, a representative of the DEVELOPER shall be present at all times unless otherwise agreed to by the Region Administrator. All contact between the STATE and DEVELOPER's contractor shall be through the representative of the DEVELOPER. Where the DEVELOPER chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the DEVELOPER within STATE right-of-way, until said requirement is met.  
  
The DEVELOPER, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor(s), subcontractor(s), agent(s), and others, so as to not endanger or injure any person or property.
7. Work within STATE right-of-way shall be restricted to the above specified hours and no work shall be allowed on the right-of-way Saturdays, Sundays, or Holidays, unless otherwise authorized by the STATE.
8. In the construction and/or maintenance of this facility, the DEVELOPER shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", current edition. Any closures or restrictions of the highway shall require a STATE approved traffic control plan.
9. All material and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and shall be subject to inspection by the STATE.
10. All disturbed right-of-way shall be seeded, fertilized, mulched, and protected from erosion.
11. The DEVELOPER shall provide an executed surety bond acceptable to the STATE in the amount stated above. The bond shall:

Be signed by a surety that is registered with the Washington State Insurance Commissioner and appears on the current authorized list published by the Office of the Insurance Commissioner.

Be conditioned upon faithful performance of the AGREEMENT.

Guarantee that the surety shall indemnify and defend the STATE against any loss resulting from the DEVELOPER's failure to faithfully perform all the terms under this AGREEMENT.

Guarantee that the DEVELOPER or the contractor of the DEVELOPER shall pay all laborers, mechanics, subcontractors, and materialmen, or any person who provides supplies or provisions for carrying out the work.

The surety bond shall remain in full force and effect until released in writing by the STATE.

The STATE will recover from the DEVELOPER and its sureties such damages as the STATE may sustain by reason of the DEVELOPER's failure to comply with the provisions of this AGREEMENT.

12. The DEVELOPER shall obtain and keep in force for the duration of the work under this AGREEMENT, public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW. The STATE and LOCAL AGENCY shall be specifically named as an insured in a policy with the same company which insures the DEVELOPER or by an endorsement to an existing policy. The amount of coverage shall be not less than a single limit of \$1,000,000 for bodily injury, including death and property damage per occurrence. The DEVELOPER shall furnish the STATE proof of insurance prior to undertaking any work covered by this AGREEMENT.

13. The DEVELOPER shall reimburse the STATE for all actual direct and related indirect costs necessitated by this AGREEMENT. Such costs include, but are not limited to, agreement preparation, plan review, and construction inspection.

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

Payment not made within thirty (30) days after receipt of billings shall bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.

14. The STATE shall have ownership and control of the completed facility within the STATE right-of-way and related traffic signal induction loops outside the STATE's right-of-way, all subject to final acceptance by the STATE with the exception that the DEVELOPER, his assigns, and successors, shall be responsible for the construction

and maintenance of the private connections and appurtenances between the shoulder line of the highway and the right-of-way line inclusive of surfacing and drainage, when applicable. Future construction or maintenance within the areas of responsibility by the DEVELOPER, his assigns, and successors which will affect the traffic signal induction loops, and related appurtenances shall require STATE review and approval. The LOCAL AGENCY shall be responsible for continued ownership and maintenance of the completed facility outside of STATE right-of-way within right-of-way that the LOCAL AGENCY has interest.

15. The LOCAL AGENCY, if applicable, hereby grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right-of-way of the highway, for the purpose of maintaining and if necessary, reconstructing said traffic signal induction loops, and related appurtenances.

16. Any breach of the terms and conditions of this AGREEMENT, or failure on the part of the DEVELOPER to proceed with due diligence and in good faith in the construction and maintenance work provided for herein, shall subject this AGREEMENT to be canceled and, at the option of the STATE, may require the DEVELOPER to remove all or part of the facilities constructed hereunder at the DEVELOPER's sole expense.

17. The DEVELOPER shall indemnify and hold the STATE and LOCAL AGENCY, and their 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 and/or LOCAL AGENCY and/or their agents, employees and officers arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the DEVELOPER'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 DEVELOPER and (b) the STATE and/or LOCAL AGENCY, and/or their agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the DEVELOPER, and provided further, that nothing herein shall require the DEVELOPER to hold harmless or defend the STATE and/or LOCAL AGENCY, and/or their agents, employees and/or officers from any claims arising from the sole negligence of the STATE and/or LOCAL AGENCY, and/or their agents, employees, and/or officers.

18. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

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

**DEVELOPER**

*Smolkey Pointe Associates LLC*  
By: *White Lease Development Company ITS*  
By: *Mitras Tsou*

Title: *Director*

Date: *4/18/08*

**LOCAL AGENCY**

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

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

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

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

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

Title: *ARA, Sno-King Area*

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

# Special Provisions for Developer Agreement

## Developer Agreement No. UC05050

These Special Provisions, in no way, relieve the responsibility of the DEVELOPER or their Contractor(s) to meet other requirements of the Standard Specifications and Standard Plans as required per Item Number 9 of the Developer Agreement.

Applicable provisions are denoted by (  )

- 1. **STATE REPRESENTATIVE/NOTICE TO PROCEED.**  
No work provided for herein shall be performed until the DEVELOPER is authorized by the following STATE representative:  
  
Mr. Mike Gallop  
WSDOT Construction Representative  
Northwest Region, MS: 240  
PO Box 330310  
Seattle, WA 98133-9710  
Phone: 206-940-2736
- 2. **PERMITS FROM OTHER AGENCIES.**  
The DEVELOPER shall be responsible for obtaining all necessary Federal, State, and Local Permits including, but not limited to the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife and/or U.S. Army Corps of Engineers prior to the beginning of construction.
- 3. **DOCUMENTS ON SITE.**  
Copies of this Agreement, protected from the elements at all times during any construction authorized by said Agreement, shall be kept at the DEVELOPER's Project Office and by the Contractor's Representative(s) at the Job site. The Agreement shall be shown upon request to any STATE Representative or Law Enforcement Officer. If the Agreement Package is not kept and made available at the work site, the work shall be suspended.
- 4. **INSPECTION AND ACCEPTANCE.**  
All work is subject to monitoring and inspection by the STATE. Upon completion of work, the DEVELOPER shall request a Preliminary Final Inspection for Conditional Acceptance and Conditional Approval by the STATE. The DEVELOPER shall not give final construction approval to its' contractor until Final Acceptance and Approval by the STATE is granted.
- 5. **RELEASE OF SURETY BOND.**  
The STATE shall hold the Surety Bond for a minimum of one year after Substantial Completion/Conditional Acceptance of project is granted to assure proper workmanship, project quality, and public safety. Should a problem occur, the DEVELOPER shall take immediate corrective action. The Surety Bond shall not be released until final payment of the "Jx" Account and the Project As-Built construction drawings are received by the STATE.
- 6. **DELAY TO STATE CONTRACTS.**  
The DEVELOPER agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the STATE's contractor in the performance of their contract. The STATE shall in no way be held liable for any damage to the DEVELOPER by reason of any such work by the STATE, its agents or representatives, or by the exercise of any rights by the STATE upon roads, streets, public places, or structures in question.
- 7. **EXPIRATION DATE/COMPLETION OF WORK.**  
This Agreement shall expire within Eighteen (18) months from the Date of Execution. Should construction not be completed by the expiration date, the STATE may cancel this Agreement and any associated Access Connection Permit(s) - thus making it necessary to repeat the entire application, review, and approval process for future development.

8. **ARCHAEOLOGICAL/HISTORICAL FINDINGS.**

If any archaeological or historical resources are revealed in the work vicinity, the DEVELOPER shall immediately stop work, notify the STATE's Construction Representative, retain a qualified Archaeologist who shall evaluate the site, and make recommendations to the STATE Construction Representative regarding the continuance of work.

9. **UNSUITABLE MATERIALS.**

If determined necessary by the STATE, unsuitable material encountered during any excavation shall be removed and replaced to the satisfaction of the STATE at 100% DEVELOPER cost. The replacement material shall be free-draining and granular, or other materials as determined by the STATE's Representative.

10. **EROSION CONTROL/DRAINAGE.**

- During construction of this project, the DEVELOPER shall comply with the Washington State Department of Transportation Highway Runoff Manual and implement Best Management Practices (BMP's) as detailed in the manual to mitigate erosion.
- All discharges to STATE right of way shall conform to STATE and Local water quality regulations.

11. **VEGETATION ON STATE RIGHT-OF-WAY.**

This Agreement does not give the DEVELOPER, or any agent or contractor of the DEVELOPER, any rights to cut, spray, retard, remove, destroy, damage, disfigure, or in any way modify the physical condition of any vegetative material located on the highway right of way, except by written permission from the STATE. All restoration shall be done to the satisfaction of the STATE at the sole expense of the DEVELOPER.

12. **TRAFFIC CONTROL AND PUBLIC SAFETY.**

- **TRAFFIC CONTROL PLANS (TCP's)**

During the construction and/or maintenance of this facility, the DEVELOPER shall submit Project Specific Traffic Control Plans to The STATE for Review and Approval at least ten (10) working days in advance of the time that signing and other traffic control devices will be required. These TCP's shall be in compliance with: (1) M54-44 - WSDOT Work Zone Traffic Control Guidelines (<http://www.wsdot.wa.gov/publications/manuals/fulltext/M54-44/Workzone.pdf>), (2) The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6; Chapter 6H (<http://mutcd.fhwa.dot.gov/HTML/2003r1/part6/part6h1.htm>) and Washington modifications thereto.

- **PERMITTED HOURS FOR LANE CLOSURES/STATE NOTIFICATION.**

The working hours within STATE right-of-way for this project are restricted per the Approved Traffic Control Plan(s). Any extension of these hours must be requested in writing and approved prior to construction. Weekend or Holiday (including Canadian Holidays-Skagit & Whatcom Counties) work is not permitted without written permission from the STATE. Five (5) working days notification shall be given to the STATE Construction Representative prior to any lane closure.

- **SUSPENSION OF TRAFFIC CONTROL OPERATIONS.**

The STATE reserves the right to suspend all lane closure operations due to unexpected emergencies or impediments to the flow of traffic. All costs associated with this suspension shall be borne by the DEVELOPER or their contractor.

- **HAZARD PROTECTION.**

All hazards to vehicular, pedestrian, and bicycle traffic shall be marked by warning signs, barricades, and lights

- **STORAGE OF EQUIPMENT AND MATERIALS.**

All lanes shall be open and the shoulders shall be clear of construction equipment and materials during non-working hours. The Work Zone Clear Zone (WZCZ) applies during working and non-working hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to pre-existing conditions or permanent work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other Contract or Permit requirements.

During nonworking hours, equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the STATE approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's non-essential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing, and the STATE has provided written approval.

13. **TRAFFIC CONTROL SUPERVISOR** (Required for Large or Complex Projects: Lane Closures on Highways 40 MPH or Greater, New Signal Construction, Roundabout Construction, Major Channelization Changes, or Night Work).

The DEVELOPER or Prime Contractor shall employ an individual or individuals to perform the duties of Full-Time Traffic Control Supervisor (TCS), certified by the STATE. The TCS shall be responsible for safe implementation of Approved Traffic Control Plans. The TCS shall be present on the project whenever flagging, spotting, or other traffic control is being utilized. The TCS shall be responsible for having a current set of approved Traffic Control Plans, Inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public. Traffic control devices shall be inspected at least once per hour during working hours. The TCS shall correct, or arrange to have corrected, any deficiencies noted during these inspections. The DEVELOPER or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available upon request of the STATE Construction Representative at other than specified working hours.

14. **SIGNING.**  
Signing shall be installed as per the Approved Plans, the WSDOT Standard Plans, or as directed by the STATE's Construction Representative.

15. **CHANNELIZATION PAVEMENT MARKINGS.**

- **REMOVAL.**  
Pavement Markings and Striping to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement.
- **STRIPING/PAVEMENT MARKING APPLICATION.**  
Two applications of paint shall be required on all paint stripe markings as per the Standard Specifications.

16. **TRAFFIC REVISION WARNING SIGNING.**  
"TRAFFIC REVISION AHEAD" (W20-901) signs shall be installed in advance of all affected directions of travel on the Project when the channelization of the highway is changed. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the STATE's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the STATE's Construction Representative.

17. **MATERIALS AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC).**

- **APPROVAL OF MATERIALS - RAMS FORM and QUALIFIED PRODUCTS LIST (QPL).**  
Prior to the placement of any materials, the DEVELOPER shall submit completed Request for Approval of Material (RAMS) form listing Materials Manufacturers and Suppliers for: Earthwork, Aggregates, Asphalt and Concrete Plants, Pit Sites, Mix Designs, Pipe, Drainage Structures, Striping and Pavement Markings, and Electrical Materials, Shop Drawings, and Catalogue Cuts. The current QPL sheets for each material shall be submitted. (The QPL can be located on the STATE web site at: [http://www.wsdot.wa.gov/biz/mats/QPL/QPL\\_Search.cfm](http://www.wsdot.wa.gov/biz/mats/QPL/QPL_Search.cfm). NOTE: There may be additional acceptance actions, including samples, noted on the QPL or RAM that need to be completed prior to the materials being incorporated into the work.
- **MATERIALS TESTING/REPORTING OF RESULTS.**  
All materials testing is to be performed by an Independent Certified Testing Laboratory of the DEVELOPER's choice. Frequency shall be determined as per the STATE Standard Specifications. Copies of all test results shall be submitted to the STATE's Construction Representative prior to beginning the next phase of construction. The STATE reserves the right to verify the test results or to perform the testing.
- **HOT MIX ASPHALT (HMA) DESIGN.**  
Prior to Paving Operations, the DEVELOPER shall submit STATE approved HMA Mix Design(s) for use on this project.
- **PAVING OPERATIONS.**  
NO PAVING OPERATIONS WILL BE PERMITTED WHEN IT IS RAINING or SNOWING. Written permission from the STATE's Construction Representative shall be required if paving operations begin before April 1<sup>st</sup>, or after October 1<sup>st</sup>. Surface temperature limitations as per the WSDOT Standard Specifications shall be enforced.
- **CONCRETE MIX DESIGN.**  
Prior to any placement of Cement Concrete, the DEVELOPER shall submit STATE approved Mix Design(s) for use on this project.
- **DRAINAGE STRUCTURES.**  
Only structures stamped APPROVED by the STATE's Fabrication Inspection Office shall be used on this project.

18. **DRAINAGE AND UTILITY CONSTRUCTION.**

- **PIPE END TREATMENT.**

All culvert pipes shall have beveled end sections and quarry spalls shall be placed around end of pipes in the bottom of the ditch, and on the side of the slopes.

- **UTILITY COVER ELEVATION.**

All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the STATE.

19. **RIGHT-OF-WAY RESTORATION.**

Upon completion of work, the DEVELOPER shall remove and dispose of all scraps, brush, timber, materials, etc. off the right-of-way. The aesthetics of the highway shall be as it was before work started, or better. All drainage systems must be restored, cleared of obstructions, and fully operational before project is Conditionally Accepted.

20. **LANDSCAPING.**

- Trees, bushes, or large shrubs shall not be planted on STATE right-of-way unless a Maintenance Agreement between the DEVELOPER and the STATE is executed.
- Irrigation systems on STATE right-of way are not allowed, nor shall water from irrigation systems on private property encroach onto STATE right-of-way unless a Maintenance Agreement between the DEVELOPER and the STATE is executed.

21. **PROTECTION OF MONUMENTS.**

The DEVELOPER and the contractor shall assure that all Private and Public Property - specifically Survey Monuments, on or near the project is not damaged, destroyed, or removed. If such property is disturbed, the STATE Construction Representative shall be notified within eight (8) hours.

22. **ILLUMINATION CONSTRUCTION.**

- **DESIGN/CONSTRUCTION/INSPECTION.**

The DEVELOPER shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within the STATE highway right-of-way meets all requirements of the STATE.

- **ILLUMINATION DURING CONSTRUCTION.**

Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.

23. TRAFFIC SIGNAL CONSTRUCTION.

- **DESIGN/CONSTRUCTION/INSPECTION.**  
The DEVELOPER shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within the STATE highway right-of-way meets all requirements of the STATE.
- **ILLUMINATION DURING CONSTRUCTION.**  
Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
- **TEMPORARY VIDEO DETECTION.**  
If replacement loops are not operational within 48 hours, the Contractor shall install and maintain interim video detection at no additional cost to the STATE until the permanent loops are in place. The type of interim video detection furnished shall be approved by the Construction Representative prior to installation.
- **TRAFFIC SIGNAL STANDARDS – APPROVAL.**  
If the proposed signal standards are not on the STATE's PRE-APPROVED LIST (<http://www.wsdot.wa.gov/eesc/bridge/lightsignalstandards/index.cfm>), Signal Pole Shop Drawings (Seven (7) sets of copies) shall be submitted to the WSDOT Area Construction Representative for transmittal to HQ for approval.
- **TRAFFIC DETECTION LOOPS.**  
The Contractor shall notify the Construction Representative a minimum of five working days in advance of pavement removal in the loop areas.
- **LOOP INSTALLATION.**  
Wherever possible, Detection Loops shall be installed after all grinding and prior to paving the final lift of asphalt.
- **TRAFFIC SIGNAL HEADS.**  
Unless ordered by the STATE's Construction Representative, signal heads shall not be installed at any intersection until all other signal equipment is installed and the controller is in place, inspected, and ready for operation at that intersection, except that the signal heads may be mounted if the faces are covered with a black opaque material.
- **SIGNAL HEAD COVERING.**  
The signal head covering material shall be of sufficient size to entirely cover the display. The covering material shall consist of 4 mil minimum thickness - black polyethylene sheeting, and shall extend over all edges of the signal housing. It shall be securely fastened at the back.
- **NEW SIGNAL TURN-ON.**  
The DEVELOPER shall Contact the STATE's Construction Representative five (5) working days prior to scheduled signal turn-on.
- **NEW SIGNAL AHEAD/SIGNAL REVISION WARNING SIGNING.**  
"NEW SIGNAL AHEAD" (W20-902) or "SIGNAL REVISION AHEAD" (W20-903) signs shall be installed in advance of all affected directions of travel on the Project when a new traffic signal system is installed or when modifications to and existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the STATE's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the STATE's Construction Representative.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/91). THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY SR 531 R/W CENTERLINE ALIGNMENT, RECORDED SEPTEMBER 18, 2003 AFN 200309165002

T. 31N. R. 5E. W.M.

EXHIBIT "A"  
UC05050  
Lakewood Pointe  
Smokey Point Associates LLC  
SR-531, MP 6.15  
Sheet 1 of 3

END OF PLAN  
STA. 125+19.19 P.O.T. BK. =  
STA. X<sup>2</sup> 9+50 P.O.T. AHD.  
MP 6.15

THIS PLAN SUPERSEDES SR 531, BNR X'ING VIC. TO JCT. SR 5 VIC., SHEET 1 OF 1 SHEET, ADOPTED JANUARY 12, 1998

FOR RIGHT-OF-WAY EASTERLY, SEE SR 5, OUTLETA GREEN-TO-PORTAGE GREEN SHEET 19 OF 19 SHEETS APPROVED SEPTEMBER 19, 1998  
FOR RIGHT OF WAY EASTERLY, SEE SR 5, SR 531 INTERCHANGE, SHEET 6 OF 6 SHEETS, APPROVED AND ADOPTED MAY 10, 2007.

NOTE:  
OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY MDCOT.

ALL PLANS ARE SUBJECT TO CHANGE. PARTIES SEEKING PRECISE CURRENT INFORMATION SHOULD CONSULT THE OFFICIAL PLAN ON FILE IN THE DEPT. OF TRANSPORTATION IN OLYMPIA.

LIMITED ACCESS FEATURES SHOWN ON REVISION DATED MAY 10, 2007 TENTATIVELY APPROVED BY THE RIGHT OF WAY PLANS MANAGER

EXHIBIT A

LIMITED ACCESS ESTABLISHED BY THE DIRECTOR OF ENVIRONMENTAL & ENGINEERING PROGRAMS, FINDINGS AND ORDER ADOPTED OCTOBER 26, 2007

SR 531  
16TH DR. NE VIC.  
TO SR 5 VIC.

SNOHOMISH COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL

MP 5.92 TO MP 6.15

STATION 1113+00 TO STATION 125+19.19

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

OLYMPIA, WASHINGTON

APPROVED AND ADOPTED APRIL 2, 2004



PROJECT ENGINEER  
RICHARD W. WILSON

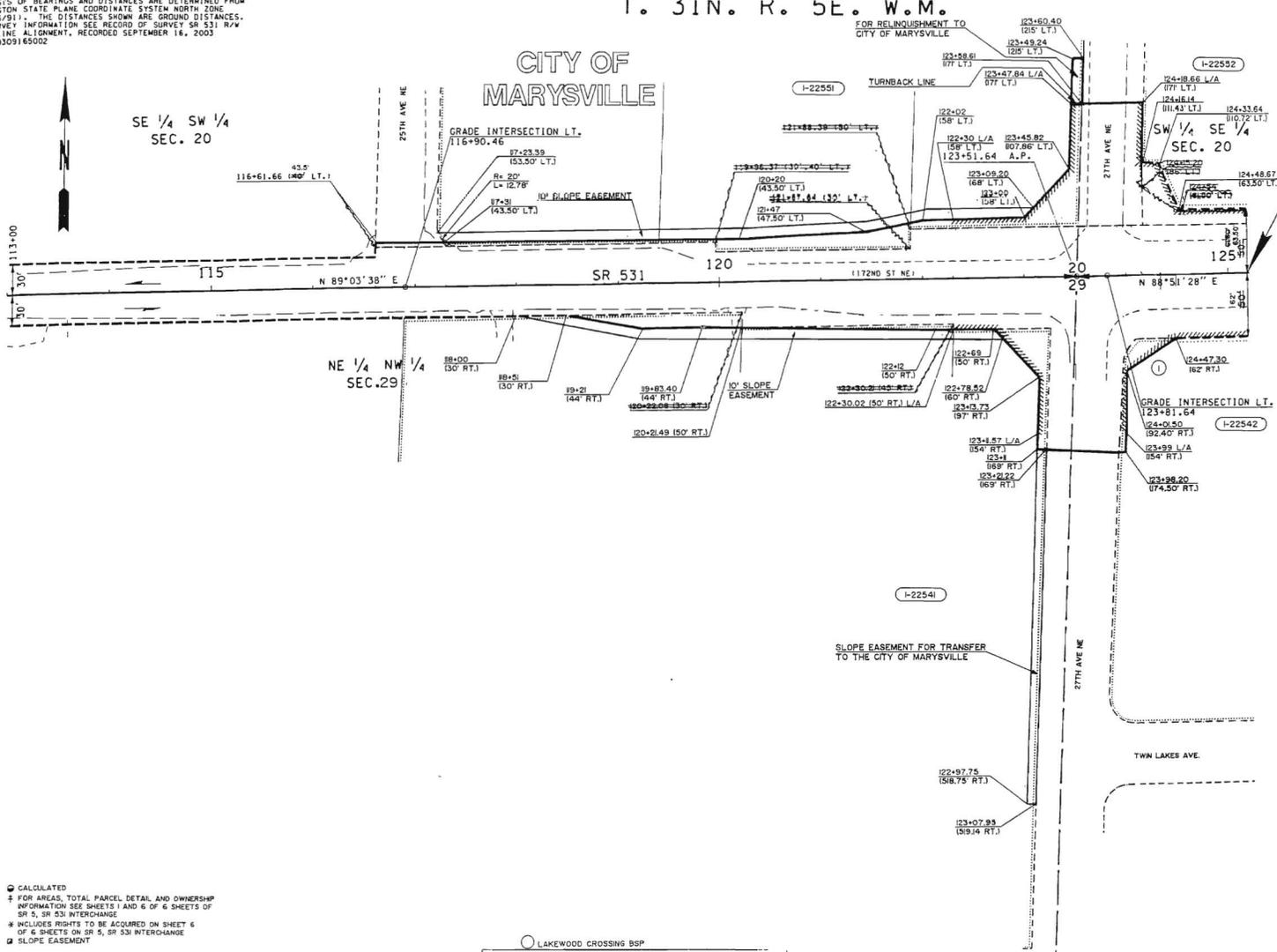
SHEET 4 OF 4 SHEETS

R/W S/C 531/10

CITY OF MARYSVILLE

SE 1/4 SW 1/4  
SEC. 20

NE 1/4 NW 1/4  
SEC. 29



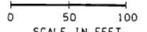
- ⊙ CALCULATED
- # FOR AREAS, TOTAL PARCEL DETAIL AND OWNERSHIP INFORMATION SEE SHEETS 1 AND 6 OF 6 SHEETS OF SR 5, SR 531 INTERCHANGE
- \* INCLUDES RIGHTS TO BE ACQUIRED ON SHEET 6 OF 6 SHEETS ON SR 5, SR 531 INTERCHANGE
- ▣ SLOPE EASEMENT

LAKEWOOD CROSSING BSP

LEGEND

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES



PARCEL NO.	NAME	TOTAL AREA	TAKE	LT. REMAINDER RT.	EASM'T
I-22552	#				
I-22551	SMOKEY POINT COMMERCIAL, LLC	820.27	8,058	812,069	25,783
I-22542	KIM - ALSTON LLC	71.29	1,236	69,877	
I-22541	UNDI DEVELOPMENT, LLC	399.942	4,797	395,145	27,923

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

Reference	Approval	Revision Description	By
Letter 1-10-00	2-7-00	Revised R/W as Assigned and Revised L/A on LI. Sta. 124+18.14 to 125+14.14	STW
Letter 3-5-07	4-8-07	Added EASMT # and F. I. G. Note, Revised Cross Reference Note	STW
Letter 4-17-07	5-10-07	Revised R/W on LI. Sta. 86+61.66 to 125+19.19 and on RI. Sta. 125+19.19, Added L/A on LI. Sta. 124+30 to 125+47.84, 124+88.64 to 125+19.19 and on RI. Sta. 122+30.02 to 125+45.7 and 125+19.19, Added Slope Easement on LI. Sta. 87+23.39 to 125+19.19 and on RI. Sta. 88+20 to 122+78.52, Added Slope Easement for Transfer to City Sta. 123+18 to 123+21.22, Noted R/W for Relinquishment to City and Turnback Line on LI. Sta. 123+47.84 to 123+59.61, Added Parcels I-22541, I-22542, I-22551 and I-22552, Added Tentative Note	STW

DRAWER 51 SEQUENCE 17

T.3IN.R.5E. W.M.

FOR R/W AND L/A WESTERLY SEE SR 531, 16TH DR. NE VIC. TO SR 5 VIC. SHEET 4 OF 4 SHEETS, APPROVED AND ADOPTED APRIL 2, 2004.

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

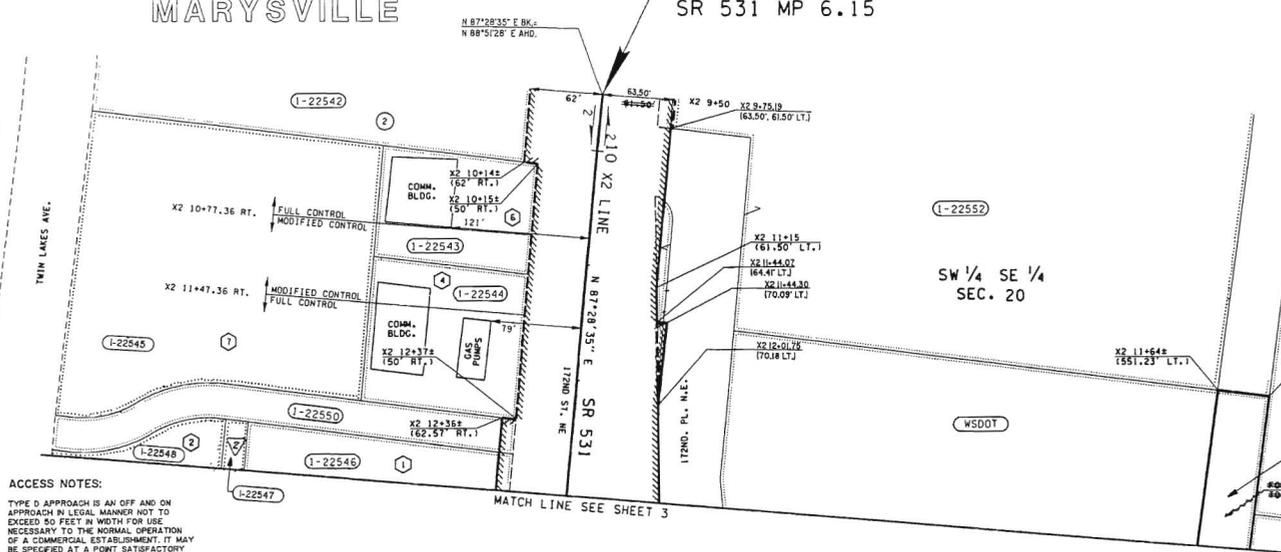
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SCALE IN FEET

CITY OF MARYSVILLE

**LIMIT OF PLAN**  
 STA. X2 9+50 P.O.T. AHD.=  
 STA. 125+19.19 P.O.T. BK.  
 SR 531 MP 6.15

NW 1/4 NE 1/4  
SEC. 29

SW 1/4 SE 1/4  
SEC. 20



BASIS OF BEARINGS IS FROM THE RIGHT OF WAY AND LIMITED ACCESS PLAN TITLED SR 5, GULL CREEK TO PORTAGE CREEK, APPROVED SEPTEMBER 7, 1966.

THE DISTANCES SHOWN ARE GROUND DISTANCES.

THIS PLAN SUPERSEDES SR 5, GULL CREEK TO PORTAGE CREEK, SHEET 15 OF 18 SHEETS, APPROVED SEPTEMBER 7, 1966

**ACCESS NOTES:**

TYPE C APPROACH IS AN OFF AND ON APPROACH IN LEGAL MANNER FOR SPECIAL PURPOSE AND NOT TO BE USED FOR THE NORMAL OPERATION OF A COMMERCIAL ESTABLISHMENT. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS.

**ACCESS NOTES:**

TYPE D APPROACH IS AN OFF AND ON APPROACH IN LEGAL MANNER NOT TO EXCEED 50 FEET IN WIDTH FOR USE NECESSARY TO THE NORMAL OPERATION OF A COMMERCIAL ESTABLISHMENT. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS.

TYPE D APPROACH IS TO BE USED TO SERVE MORE THAN ONE OWNER AND OR BE USED FOR ONLY THOSE OWNERSHIPS LISTED ON THE ACCESS APPROACH SCHEDULE.

PARCEL NO. 1-22543 WILL HAVE ONE 35 FOOT, TYPE D APPROACH WITH AN AVERAGE DAILY TRIP (ADT) LIMIT OF 100 DIRECTLY TO SR 531/72ND STREET NE.

PARCEL NO. 1-22544 WILL HAVE ONE 35 FOOT, TYPE D APPROACH WITH AN AVERAGE DAILY TRIP (ADT) LIMIT OF 1000 DIRECTLY TO SR 531/72ND STREET NE.

◊ BINDING SITE PLAN AF 200710028248

□ LAKEWOOD VILLAGE (VACATED)

△ LAKEWOOD VILLAGE COMMONS

② LAKEWOOD CROSSING BSP

① SMOKEY POINT SERVICE CENTER AF 7912060140

★ CALCULATED AREAS

FOR AREAS SEE SR 531, 16TH DR. NE VIC. TO SR 5 VIC. SHEET 4 OF 4 SHEETS, APPROVED AND ADOPTED APRIL 2, 2004

**EXHIBIT A**  
 LIMITED ACCESS ESTABLISHED BY THE DIRECTOR OF ENVIRONMENTAL & ENGINEERING PROGRAMS, FINDINGS AND ORDER ADOPTED OCTOBER 26, 2007  
 LIMITED ACCESS FEATURES TENTATIVELY APPROVED BY THE RIGHT OF WAY PLANS MANAGER MAY 10, 2007

OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY WSDOT.

ALL PLANS ARE SUBJECT TO CHANGE. PARTIES BEING PRECISE. CURRENT INFORMATION SHOULD CONSULT THE OFFICIAL PLAN ON FILE IN THE DEPT. OF TRANSPORTATION IN OLYMPIA.

SR 5

SR 531 INTERCHANGE

SNOHOMISH COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
 FULL AND MODIFIED CONTROL  
 SR 531 MP 6.15 TO SR 531 MP 6.22  
 STATION X2 9+50 TO STATION X2 13+00  
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 OLYMPIA, WASHINGTON

**EXHIBIT "A"**  
 UC05050  
 Lakewood Pointe  
 Smokey Pointe Associates LLC  
 SR-531, MP 6.15  
 Sheet 2 of 3



APPROVED AND ADOPTED MAY 10, 2007

*S. H. Pal*  
 PROJECT ENGINEER  
 RIGHT OF WAY PLANS MANAGER

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT	CENTERLINE OF APPROACH STATION	TYPE
1-22542	SEE SHEET 3						
1-22543	SEE SHEET 3						
1-22544	SEE SHEET 3						
1-22545	KIM	61,460	ACCESS ONLY				
1-22546	SEE SHEET 3						
1-22547	SEE SHEET 3						
1-22548	SMOKEY POINTE ASSOCIATES LLC	137,087	1,063	136,024			
1-22549	TWIN LAKES LLC	12,155	377	11,778			
1-22544	ROGERS	16,896	ACCESS ONLY				
1-22543	CASE	13,111	ACCESS ONLY				
1-22542	W						
TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.		<b>OWNERSHIPS</b>		ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.		<b>ACCESS APPROACH SCHEDULE</b>	

Letter	Date	Description	By
Letter 1-30-08	02-07-08	Revised R/W on Assessor and Revised L/A on LT. Sta. X2 9+50 to X2 9+75.19; Revised R/W and L/A on LT. Sta. X2 11+44.07 to X2 12+01.75; Added Parcel 1-22543, 1-22544, 1-22545 and 1-22555; Revised North Structure and Access Detail 22552.	chr
Letter 12-11-07	1-24-08	Added Bakery Equities Sta. X2 9+40; Revised Area Parcel 1-22552	zhu
Letter 10-25-07	8-8-07	Notes Parcel for Transfer on LT. Vic. Sta. X2 9+65; Deleted Type C-2 Approach Sta. X2 9+25.86 RT.; Added Type D-# Approach Sta. X2 10+94.86 RT. and Type D-# Approach Sta. X2 9+29.86; Added Exhibit A and F & G Note; Added Supergrades and Cross Reference Note	zhu
Reference	Approval	Revision Description	By

DRAWER 203 SEQUENCE 07

R/W D-3 SR 5/2710

T.31N. R.5E. W.M.

EXHIBIT "A"  
UC05050  
Lakewood Associate  
Smokey Point Associates LLC  
SR-531, MP 6.15  
Sheet 3 of 3

CITY OF  
MARYSVILLE

BASIS OF BEARINGS IS FROM THE RIGHT OF WAY AND LIMITED ACCESS PLAN TITLED SR 5, QUILCEDA CREEK TO PORTAGE CREEK, APPROVED SEPTEMBER 7, 1966.  
THE DISTANCES SHOWN ARE GROUND DISTANCES.

ALL PLANS ARE SUBJECT TO CHANGE. PARTIES SEEKING PRECISE, CURRENT INFORMATION SHOULD CONSULT THE OFFICIAL PLAN ON FILE IN THE DEPT. OF TRANSPORTATION IN OLYMPIA.

THIS PLAN SUPERSEDES SR 5, QUILCEDA CREEK TO PORTAGE CREEK, SHEET 15 OF 18 SHEETS, APPROVED SEPTEMBER 7, 1966

EXHIBIT A

LIMITED ACCESS ESTABLISHED BY THE DIRECTOR OF ENVIRONMENTAL & ENGINEERING PROGRAMS, FINDINGS AND ORDER ADOPTED OCTOBER 26, 2007

LIMITED ACCESS FEATURES TENTATIVELY APPROVED BY THE RIGHT OF WAY PLANS MANAGER MAY 10, 2007

OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY WSDOT.

SR 5  
SR 531 INTERCHANGE  
SNOHOMISH COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN  
FULL CONTROL  
MP 205.99 TO MP 206.23  
STATION 409+00 TO STATION 421+50  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON

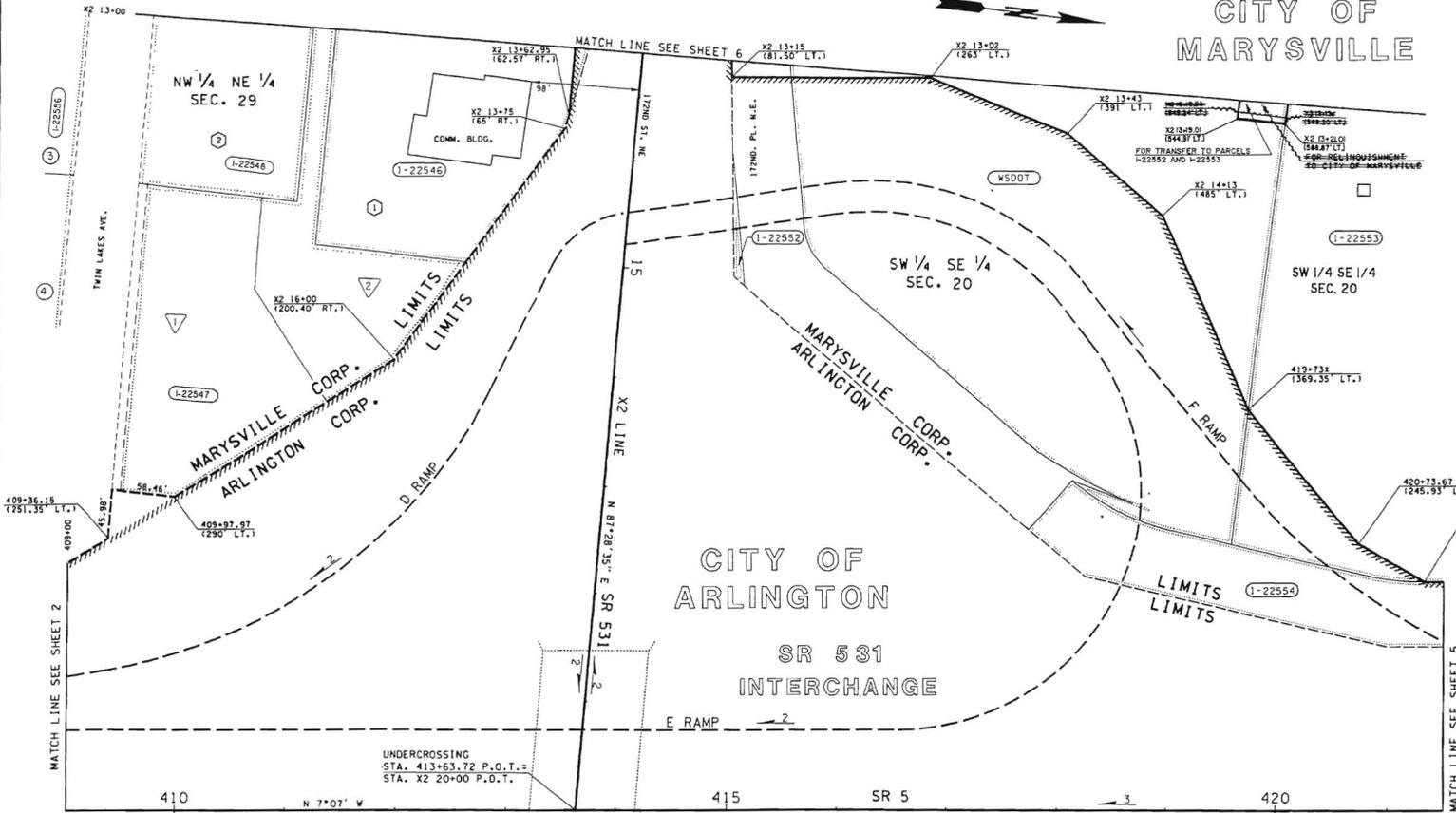


APPROVED AND ADOPTED MAY 10, 2007

*[Signature]*  
PROJECT ENGINEER  
RIGHT OF WAY PLANS MANAGER

SHEET 3 OF 6 SHEETS

R/W D-3 SR 5/2710



UNDERCROSSING  
STA. 413+63.72 P.O.T.=  
STA. X2 20+00 P.O.T.

- MATCH LINE SEE SHEET 4
- ⊕ INCLUDES AREAS SHOWN ON SR 5, QUILCEDA CREEK TO PORTAGE CREEK, SHEET 15 OF 18 SHEETS, APPROVED SEPTEMBER 7, 1966
  - ⊕ SMOKEY POINT SERVICE CENTER AF 7912060140
  - LAKEWOOD VILLAGE (VACATED)
  - △ BINDING SITE PLAN AF 200710025248
  - \* CALCULATED AREAS
  - LAKEWOOD CROSSING BSP
  - ▲ TEMPORARY CONSTRUCTION EASEMENT

**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

0 50 100

Date	By	Description
Letter 1-30-08	2-7-08	Added Parcel L-22547, L-22548, and L-22556
Letter 12-11-07	1-24-08	Revised Areas Parcel L-22554
Letter 12-21-07	12-28-07	Revised Area for Transfer on L.V. Sta. 205.13-20.01 to X2 13-20.01
Letter 10-28-07	4-8-07	Added Exhibit A and F & G Notes, Added Supersedes Note, Revised Parcel for Transfer on L.V. Sta. X2 13-20.01
Reference Approval		

Parcel No.	Name	Total Area	R/W	L.T. Remainder Rt.	Easht
L-22556	SEE SHEET 2	26,448			
L-22548	TRAN	56,448	ACCESS ONLY		
L-22547	LAKEWOOD CROSSING PROPERTIES, LLC	56,393	ACCESS ONLY		
L-22554	OWNERS OF LAKEWOOD COMMONS CONDOMINIUM	1,642,467	26,992	1,613,475	▲ 17,056 #
L-22553	SMOKEY POINTE ASSOCIATES LLC	165,800	9,678	156,122	
L-22552	SEE SHEET 6	48,146	808	47,338	
L-22546	BEST PIE LLC	48,146	808	47,338	

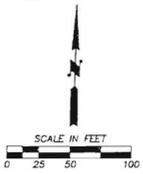
TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.

**OWNERSHIPS**

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

203 SEQUENCE 07

DESIGN DATA		
ROUTE DESIGNATION	SR 531	27TH AVE NE
FUNCTIONAL CLASSIFICATION	NON-HHS	CITY OF MARYSVILLE
DESIGN CLASS	UM/A3	ARTERIAL
DESIGN MATRIX	MDLE	---
ACCESS CONTROL	LIMITED	CITY
TERRAIN	ROLLING	---
DESIGN SPEED	35	35
POSTED SPEED	35	30
DESIGN VEHICLE	WB 50	WB 50
PERCENT TRUCKS	3	2



SEC 20 & 29, T31N, R5E, W.M.

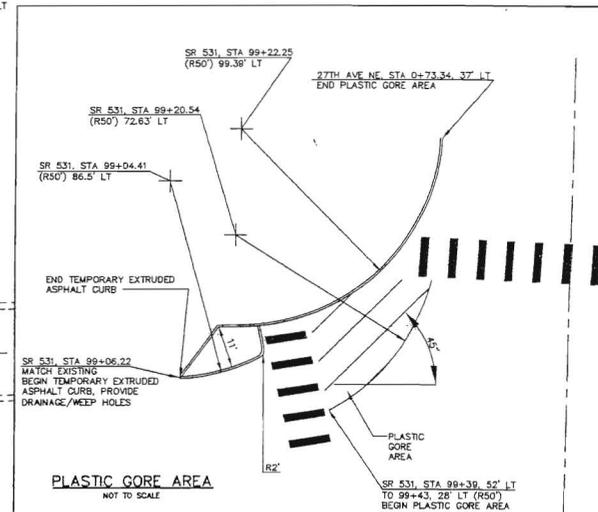
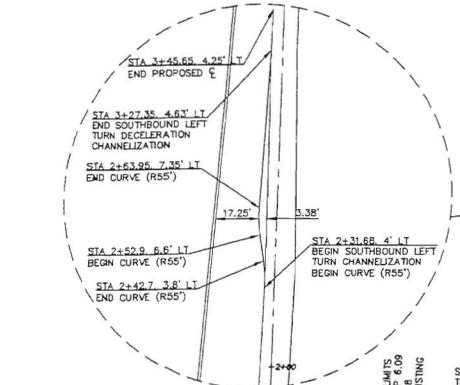
**LEGEND**

- PROPOSED CURB
- EXISTING EDGE OF PAVEMENT
- EXISTING CURB
- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- CENTER LINE
- EXISTING PAINT STRIPE
- PROPOSED SIDEWALK
- PROPOSED PLASTIC LONGITUDINAL MARKERS
- PROPOSED CROSSWALK STRIPING

**EXHIBIT "B"**  
**UC05050**  
**Lakewood Pointe**  
**Smoky Point Associates LLC**  
**SR-531, MP 61.5**  
**Channelization Plan**  
**Sheet 1 of 1**

**CHANNELIZATION NOTES**

- 1 SR 531, STA 99+06.22 MATCH EXISTING BEGIN TAPER, 37' LT BEGIN 6' SIDEWALK
- 2 SR 531, STA 99+16.01 END TAPER, 49.5' LT
- 3 SR 531, STA 99+22.22 BEGIN RADIUS (R50'), 49.4' LT BEGIN PLASTIC GORE AREA
- 4 27TH AVE NE, STA 0+95.16 END RADIUS (R50'), 31.5' LT END PLASTIC GORE AREA END 6' SIDEWALK SIDEWALK TRANSITION RAMP BEGIN THICKENED EDGE
- 5 27TH AVE NE, STA 0+72.58 PLASTIC STOP LINE, 20' LT TO 32' LT BEGIN THRU/RIGHT LANE, 20' LT BEGIN EDGE STRIPE (4')
- 6 27TH AVE NE, STA 0+76.53 PLASTIC STOP LINE, 8' TO 20' BEGIN LEFT TURN LANE, 8' LT
- 7 27TH AVE NE, STA 1+27 PLASTIC LEFT TURN ARROW (2L), 13' LT
- 8 27TH AVE NE, STA 1+88.0 BEGIN TAPER 29' LT PLASTIC LEFT TURN ARROW (2L) 13' LT END THRU RIGHT LANE, 17' LT END LEFT TURN LANE, 17' LT BEGIN LEFT TURN CHANNELIZATION
- 9 27TH AVE NE, STA 3+27.35 END LEFT TURN CHANNELIZATION 4.64' LT END THICKENED EDGE
- 10 27TH AVE NE, STA 3+67.92 END TAPER, 15' LT END EDGE STRIPE (4')
- 11 27TH AVE NE, STA 3+45.65 END PLANTING STRIP, 10' RT END 5' SIDEWALK, 16' RT
- 12 27TH AVE NE, STA 1+06.00 BEGIN EDGE (4') STRIPE, 5' RT BEGIN PLANTING STRIP, 14.5' RT BEGIN 5' SIDEWALK, 20.5' RT BEGIN RADIUS (R55'), 14' RT
- 13 SR 531, STA 100+73.28 END RADIUS, 53' LT BEGIN 6' SIDEWALK, 53' LT
- 14 SR 531, STA 101+03 RIGHT TURN ARROW (2R), 45' LT BIKE LANE SYMBOL, 31' LT
- 15 SR 531, STA 101+38 BIKE LANE SYMBOL, 32' LT
- 16 SR 531, STA 102+31.44 BEGIN TAPER, 47.5' LT END RIGHT TURN LANE RIGHT TURN ARROW (2R), 45' LT BIKE LANE SYMBOL, 31' LT
- 17 SR 531, STA 103+31.23 END 6' SIDEWALK END TAPER, 34.5' LT END EDGE (4') STRIPE, 34.5' LT END THRU LANE, 17' LT END LEFT TURN LANE, 5' LT, 7' RT END TAPER, 5.3' LT, 17.3' LT MATCH EXISTING
- 18 SR 531, STA 99+34.7 PLASTIC STOP LINE, 10' RT TO 34' RT
- 19 SR 531, STA 99+32, 50' LT TO STA 99+50, 34' RT PLASTIC CROSSWALK
- 20 27TH AVE NE, STA 0+82.5, 42' RT TO STA 0+86, 41' LT PLASTIC CROSSWALK
- 21 CONSTRUCT TYPE 2 SIDEWALK RAMP
- 22 NOT USED
- 23 SR 531, STA 100+53 PLASTIC STOP LINE, 3'-56" LT BEGIN RIGHT TURN LANE, 33' LT BEGIN BIKE LANE, 27' LT BEGIN LEFT TURN LANE, 15' LT BEGIN THRU LANE, 15' LT BEGIN TAPER, 3' LT, 15' LT, 27' LT, 32' LT
- 24 SR 531, STA 101+53.63 END TAPER, 5.5' LT, 17.5' LT, 29.5' LT, 34.5' LT BEGIN TAPER, 5.5' LT, 17.5' LT, 29.5' LT, 34.5' LT
- 25 SR 531 STA 1+65.19 END RADIUS, 45.5' LT
- 26 CONSTRUCT TYPE 1 SIDEWALK RAMP
- 27 27TH AVE NE, STA 1+85.38 END EDGE (4') STRIPE, 6.82 RT



**WSDOT NORTHWEST REGION**  
**APPROVED CHANNELIZATION PLAN**

TRAFFIC ENGINEER - AREA OPERATIONS  
 SIGNED: *Barbara Krupp* DATE: 2/20/08  
 PRINT: Barbara Krupp

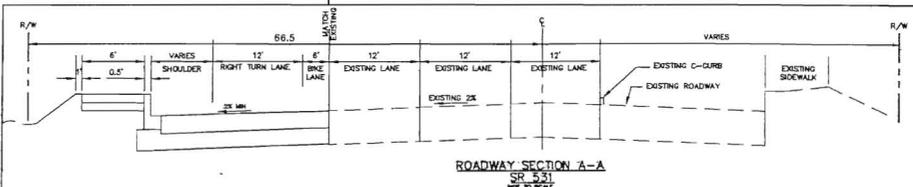
ENGINEERING MANAGER  
 SIGNED: *Carl George* DATE: 3/2/08  
 PRINT: Carl George

**WORK TO BE DONE BY**  
**CITY OF MARYSVILLE**

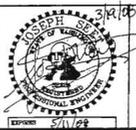
- ◆ STA 99+90.88, 111' RT WSDOT TYPE 7S ARROW
- ◆ STA 99+86.86, 164' RT WSDOT TYPE 7S ARROW
- ◆ STA 100+00.00, 117' RT LEFT TURN ARROW
- ◆ STA 99+97.50, 170' RT LEFT TURN ARROW

**GENERAL NOTE:**

1. CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH THESE PLANS.
2. RIGHT TURN STORAGE LENGTH ON SR531 PER WSDOT ULTIMATE CHANNELIZATION PLAN FOR 15/173RD ST NE, 1/1/C MOD, PHASE 2, MP205.26 TO 206.67



DESIGNED BY:	J SEET	DATE:	8/2007 <th>NO.</th> <td>1 <th>DATE:</th> <td>8/14/07 <th>REVISIONS:</th> <td>WSDOT 8/10/07 COMMENTS</td> </td></td>	NO.	1 <th>DATE:</th> <td>8/14/07 <th>REVISIONS:</th> <td>WSDOT 8/10/07 COMMENTS</td> </td>	DATE:	8/14/07 <th>REVISIONS:</th> <td>WSDOT 8/10/07 COMMENTS</td>	REVISIONS:	WSDOT 8/10/07 COMMENTS
ENTERED BY:	TORRES/WARE	8/2007	2	8/22/07	2	8/22/07	PER WSDOT 11/02/07 DIRECTION	WSDOT 12/07 COMMENTS	
CHECKED BY:	J SEET	8/2007	3	11/7/07	3	11/7/07			
PROJ. ENGR.:	J SEET	8/2007	4	12/07	4	12/07			



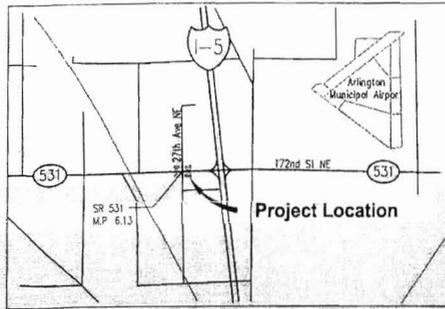
**SKILLINGS CONNOLLY**  
 5016 Lacey Boulevard SE, Lacey, Washington 98503  
 (360) 491-3399 (800) 454-7545 Fax (360) 491-3857

SR 531 MP 61.3  
**LAKWOOD POINTE**  
 MARYSVILLE/SNOHOMISH JULY 2007

**INTERIM CHANNELIZATION PLAN**  
 JOB NUMBER: 06006  
 SHEET CH-1 OF 1 SHEETS

T.31N. R.5E. W.M.

# SR 531 / 27TH AVE NE INTERSECTION IMPROVEMENT PROJECT MARYSVILLE, WASHINGTON



VICINITY MAP  
NTS

SIGNAL SHEET INDEX		
SHEET NO.	SHEET REF	DESCRIPTION
1	CV	COVER SHEET
2	TS-1	TRAFFIC SIGNAL REMOVAL PLAN
3	TS-2	MODIFIED TRAFFIC SIGNAL PLAN
4	TS-3	NOTES, WIRING SCHEDULE AND MAST ARM NOTES
5	TS-4	TRAFFIC SIGNAL WIRING DIAGRAM
6	TS-5	SIGNAL CABINET TERMINATIONS
7	TS-6	SIGNAL STANDARD DETAIL CHART
8	TS-7	SIGNAL STANDARD FOUNDATION DETAIL
9	TS-8	SERVICE CABINET DETAILS
10	TC-1	CONSTRUCTION SIGNS CLASS A
11	TC-2	RIGHT LANE CLOSURE (SOUTH SIDE SR-531)
12	TC-3	RIGHT SHOULDER CLOSURE (NORTH SIDE SR-531)
13	TC-4	WESTBOUND LANE SHIFT
14	TC-5	WESTBOUND LANE CLOSURE

### CONSULTANTS

<b>SIGNAL/TRAFFIC CONTROL DESIGN:</b> SHEA, CARR & JEWELL 2102 CARRIAGE DRIVE SW, BLDG H OLYMPIA, WASHINGTON 98502 (360) 352-1465 CONTACT: ROBERT E. JEWELL, P.E.	<b>SURVEYOR:</b> SKILLINGS & CONNOLLY 5016 LACEY BOULEVARD SE LACEY, WASHINGTON 98503 (360) 491-3399 CONTACT: BOB CONNOLLY, P.E.	<b>CIVIL DESIGN:</b> SKILLINGS & CONNOLLY 5016 LACEY BOULEVARD SE LACEY, WASHINGTON 98503 (360) 491-3399 CONTACT: BOB CONNOLLY, P.E.
--	---	---

### DEVELOPERS

**SIGNAL SYSTEM:**  
POWELL DEVELOPMENT  
737 MARKET STREET  
KIRKLAND, WA 98034  
(425) 828-4444  
CONTACT: PETER POWELL  
DON BARKER

**ROADWAY IMPROVEMENTS:**  
WHITE-LEASURE DEVELOPMENT  
416 SOUTH 8TH STREET SUITE 200  
BOISE, ID 83702  
(208) 345-1842  
CONTACT: KEN LENZ

ROADWAY SHEET INDEX		
SHEET NO.	SHEET REF.	DESCRIPTION
C-17	N/A	PAVING DETAILS AND NOTES
C-18	N/A	SR 531 PAVING AND DRAINAGE PLAN
C-19	N/A	27TH AVE PAVING PLAN
C-20	N/A	SR 531 / 27TH AVE INTERSECTION GRADING PLAN

### NOTES

- WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE PROJECT SPECIFICATIONS, THE 2008 WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION WHICH ARE HEREBY REFERENCED AS A PART OF THESE PLANS.
- THE DESIGN SHOWN IS BASED UPON THE ENGINEER'S UNDERSTANDING OF THE EXISTING CONDITIONS. THE EXISTING CONDITIONS SHOWN ON THIS PLAN SHEET ARE NOT BASED UPON A FULL TOPOGRAPHIC SURVEY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING FIELD CONDITIONS PRIOR TO BIDDING THE PROPOSED WORK IMPROVEMENTS. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER OR ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE WORK WHICH WOULD BE AFFECTED.  
**CAUTION - NOTICE TO CONTRACTOR**
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON PREVIOUS DESIGNS AND SURVEYS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. CONTRACTOR TO CALL 1-800-424-5555 48 HOURS PRIOR TO PLANNED EXCAVATIONS.

### UTILITIES

**STORMWATER/SEWER/WATER:**  
CITY OF MARYSVILLE  
80 COLUMBIA AVENUE  
MARYSVILLE, WA 98270  
(360) 403-3447  
CONTACT: PAUL RICHART, PE

**CABLE:**  
WAVE BROADBAND 17114 19TH DRIVE NE  
ARLINGTON, WA 98223  
(425) 328-7196  
CONTACT: STEVE SULLIVAN

**ELECTRIC / GAS:**  
PUGET SOUND ENERGY  
3630 RAILWAY AVENUE EVERETT, WA 98201  
(425) 356-7511  
CONTACT: MARIANNE KINGSBURY

**POWER:**  
SNOHOMISH CO. PUD #1  
1802 75TH STREET SW  
P.O. BOX 1107  
(425) 783-4363  
CONTACT: NICK FADICH

**TELEPHONE:**  
VERIZON COMMUNICATIONS  
2312 W. CASINO ROAD  
EVERETT, WA 98204  
(425) 710-4125  
CONTACT: JAMESON NUNNALLY

**SIGNAL:**  
WSDOT - NORTHWEST REGION  
WS 53 9029 EL CAPITAN WAY  
EVERETT, WA 98208  
(425) 339-1854  
CONTACT: GARY BIRRENKOTT

### GOVERNING AGENCIES

CITY OF MARYSVILLE  
80 COLUMBIA AVENUE  
MARYSVILLE, WA 98270  
(360) 363-8224  
CONTACT: JOHN COWLING, P.E.

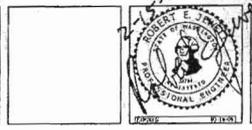
WSDOT - NORTHWEST REGION  
15700 DAYTON AVENUE NORTH  
PO BOX 33003  
SEATTLE, WA 98133-9710  
(206) 440-4000  
CONTACT: GEORGE CHAMBERS

EXHIBIT "B"  
UC05050  
Lakewood Pointe  
Smokey Pointe Associates LLC  
SR-531, MP 6.15  
Construction Plans  
Sheets 1 to 14

File No. 2008-10-15-531-1 - New Items  
1 - PROJECTS LIST SHEET 1 - DOCUMENTS LIST 1 - 2008-10-15-531-1-1 - SHEET 2008-10-15-531-1-1-1

NO.	REVISION	DATE	BY
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	SCJ
2	REVISED PER WSDOT COMMENTS 01-30-2008	02/01/08	SCJ

DESIGNED BY: ROBERT E. JEWELL	CHECK DATE: 10-11-07
DRAWN BY: D. WASHINGTON	CHECK TIME: 4:15-01
APPROVED BY: ROBERT E. JEWELL	DRAWING FILE NO.:// 415-01-CV.dwg



**SHEA CARR & JEWELL**  
2102 CARRIAGE DR. SW.  
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OLYMPIA, WASHINGTON 98502  
P. 360-352-1465  
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WWW.SHEACARRJEWELL.COM

ALL DIMENSIONS SHOWN IN FEET  
UNLESS OTHERWISE DESIGNATED

PROJECT NAME  
SR 531/  
27TH AVENUE  
INTERSECTION IMPROVEMENT PROJECT

SR 531 / 27TH AVE NE  
M.P. 6.13  
COVER SHEET

SHEET NO.  
CV  
1 of 14

**EXISTING SIGNAL LEGEND**

- TYPE 1 JUNCTION BOX
- TYPE 2 JUNCTION BOX
- TYPE 3 JUNCTION BOX
- PULL BOX
- CONDUIT
- CONTROLLER CABINET
- ELECTRICAL SERVICE CABINET
- UNINTERRUPTIBLE POWER SOURCE (UPS)
- VEHICLE SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD
- EMERGENCY VEH PREEMPT DETECTOR
- STREET NAME/REGULATORY SIGN
- TYPE 3 INDUCTION LOOP
- TYPE 3A STOP LINE LOOP
- TYPE V SIGNAL STANDARD
- AERIAL TERMINAL CABINET
- PEDESTRIAN PUSH BUTTON SIGNAL POLE
- TYPE III SIGNAL STANDARD
- TYPE II SIGNAL STANDARD
- STEEL LIGHT STANDARD
- POWER POLE LUMINAIRE
- PEDESTRIAN SIGNAL STANDARD

**GENERAL NOTES**

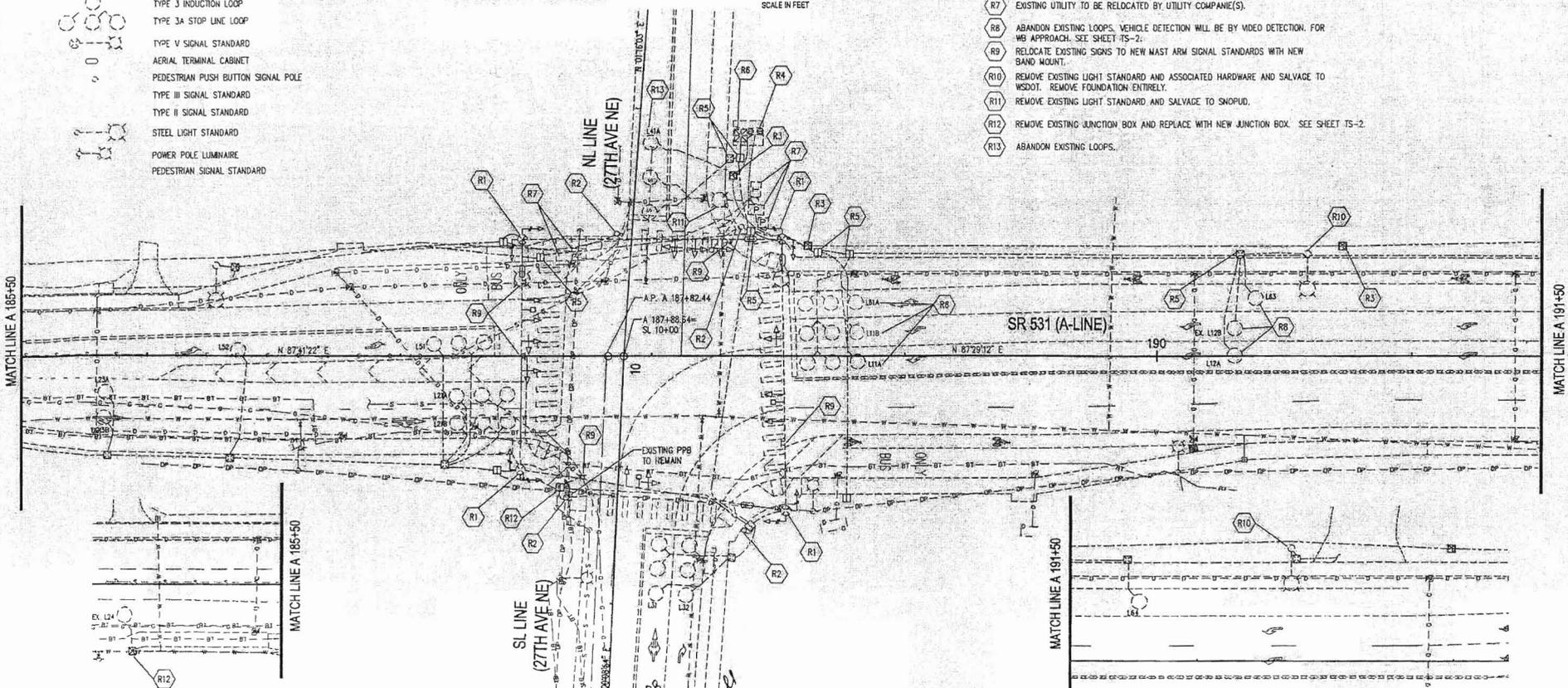
1. ABANDON ALL EXISTING CONDUIT NOT USED IN THE MODIFIED TRAFFIC SIGNAL SYSTEM. SEE SHEET TS-2.
2. REMOVE EXISTING CONDUCTORS NOT USED IN THE MODIFIED TRAFFIC SIGNAL SYSTEM. SEE SHEET TS-2.
3. SEE SP-23 FOR REMOVAL OF EXISTING FOUNDATIONS OF ELECTRICAL SYSTEM.

T.31N. R.5E. W.M.



**TRAFFIC SIGNAL REMOVAL NOTES**

- R1** REMOVE AND SALVAGE EXISTING STRAIN POLE, SPANWIRE AND ASSOCIATED HARDWARE TO WSDOT AFTER SIGNAL CHANGEOVER IS COMPLETE. RELOCATE EXISTING SIGNAL/PEDESTRIAN DISPLAYS, AND EXP DETECTOR TO NEW MAST ARM SIGNAL STANDARDS THAT SERVE THE SAME EXISTING APPROACHES, AS SHOWN ON SHEET TS-2.
- R2** REMOVE EXISTING PPB SIGNAL STANDARD AND PPB ASSEMBLIES AND SALVAGE TO WSDOT.
- R3** REMOVE EXISTING PULL-BOX (FOR FIBER INTERCONNECT), RELOCATE EXISTING FIBER INTERCONNECT CABLE TO MODIFIED CONDUIT AND PULL BOX SYSTEM. SEE SHEET TS-2.
- R4** REMOVE AND SALVAGE EXISTING SERVICE CABINET TO WSDOT BACKFILL VOID.
- R5** REMOVE EXISTING JUNCTION BOX AND BACKFILL VOID.
- R6** REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL CONTROLLER CABINET AND ASSOCIATED EQUIPMENT TO WSDOT.
- R7** EXISTING UTILITY TO BE RELOCATED BY UTILITY COMPANIE(S).
- R8** ABANDON EXISTING LOOPS. VEHICLE DETECTION WILL BE BY VIDEO DETECTION. FOR WB APPROACH. SEE SHEET TS-2.
- R9** RELOCATE EXISTING SIGNS TO NEW MAST ARM SIGNAL STANDARDS WITH NEW BAND MOUNT.
- R10** REMOVE EXISTING LIGHT STANDARD AND ASSOCIATED HARDWARE AND SALVAGE TO WSDOT. REMOVE FOUNDATION ENTIRELY.
- R11** REMOVE EXISTING LIGHT STANDARD AND SALVAGE TO SNOPLUD.
- R12** REMOVE EXISTING JUNCTION BOX AND REPLACE WITH NEW JUNCTION BOX. SEE SHEET TS-2.
- R13** ABANDON EXISTING LOOPS.



1/16/2008 10:48:00 AM - User: scj  
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NO.	DESCRIPTION	DATE	BY
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	SCJ
2	REVISED PER WSDOT COMMENTS 01-30-2008	02/01/08	SCJ

DESIGNED BY  
**ROBERT E. JEWELL**

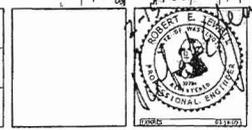
DRAWN BY  
**S. STEWART**

CHECKED BY  
**ROBERT E. JEWELL**

ISSUE DATE  
10-11-07

JOB NO.  
415-01

GRADING TITLE  
415-TS-12WG



**SHEA CARR JEWELL**

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 SUITE 110  
 OLYMPIA, WASHINGTON 98512  
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 WWW.SHEACARRJEWELL.COM

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

PROJECT NAME  
**SR 531 / 27TH AVENUE INTERSECTION IMPROVEMENT PROJECT**

**SR 531 / 27TH AVENUE  
M.P. 6.13**

**TRAFFIC SIGNAL REMOVAL PLAN**

DATE  
11-09-07

SHEET NO.  
**2 of 14**

T.31N. R.5E. W.M.

LEGEND

EXISTING	NEW/RELOCATED	DESCRIPTION
[Symbol]	[Symbol]	TYPE 1 JUNCTION BOX, J-11a
[Symbol]	[Symbol]	TYPE 2 JUNCTION BOX, J-11b
[Symbol]	[Symbol]	TYPE 7 JUNCTION BOX, J-11c
[Symbol]	[Symbol]	PULL BOX, J-15a
[Symbol]	[Symbol]	CONDUIT
[Symbol]	[Symbol]	CONTROLLER CABINET
[Symbol]	[Symbol]	ELECTRICAL SERVICE CABINET
[Symbol]	[Symbol]	VEHICLE SIGNAL HEAD
[Symbol]	[Symbol]	PEDESTRIAN SIGNAL HEAD
[Symbol]	[Symbol]	EMERGENCY VEH PREEMPT DETECTOR
[Symbol]	[Symbol]	STREET NAME/REGULATORY SIGN
[Symbol]	[Symbol]	TYPE 3 INDUCTION LOOP
[Symbol]	[Symbol]	TYPE 3A STOP LINE LOOP, J-8c
[Symbol]	[Symbol]	TYPE V SIGNAL STANDARD
[Symbol]	[Symbol]	TYPE IV SIGNAL STANDARD
[Symbol]	[Symbol]	PEDESTRIAN PUSH BUTTON SIGNAL POLE
[Symbol]	[Symbol]	TYPE III SIGNAL STANDARD
[Symbol]	[Symbol]	TYPE II SIGNAL STANDARD
[Symbol]	[Symbol]	STEEL LIGHT STANDARD
[Symbol]	[Symbol]	POWER POLE LUMINAIRE
[Symbol]	[Symbol]	PEDESTRIAN SIGNAL STANDARD

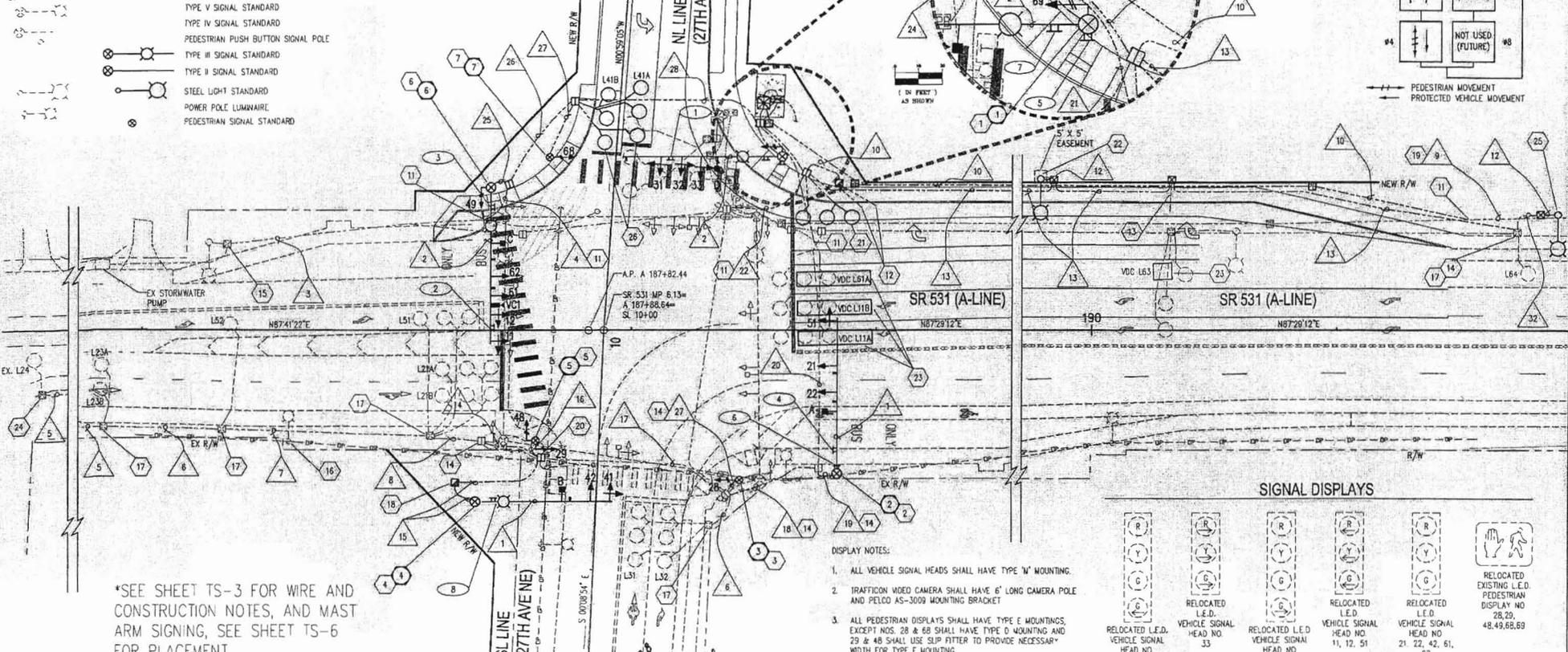
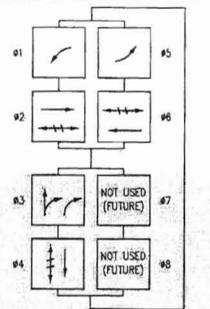
EXISTING	NEW/RELOCATED	DESCRIPTION
[Symbol]	[Symbol]	WIRE NOTE
[Symbol]	[Symbol]	CONSTRUCTION NOTE
[Symbol]	[Symbol]	SIGNAL STANDARD NOTE
[Symbol]	[Symbol]	VIDEO DETECTION CAMERA
[Symbol]	[Symbol]	STOP LINE VIDEO DETECTION ZONE
[Symbol]	[Symbol]	ADVANCE LOOP VIDEO DETECTION ZONE
[Symbol]	[Symbol]	SIGN NOTE(SEE SHEET TS-3)

PRE-EMPTION

CHANNEL A	PHASES 2/5
CHANNEL B	PHASES 4
CHANNEL C	PHASES 1/6
CHANNEL D	PHASES 3

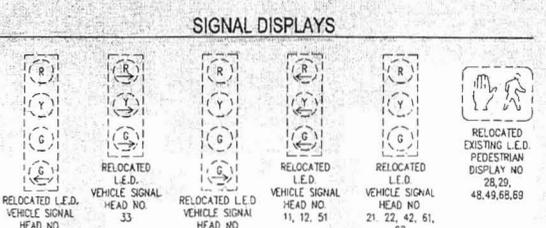
PRE-EMPTION SCHEDULE

SIGNAL PHASING DIAGRAM



\*SEE SHEET TS-3 FOR WIRE AND CONSTRUCTION NOTES, AND MAST ARM SIGNING, SEE SHEET TS-6 FOR PLACEMENT

- DISPLAY NOTES:
- ALL VEHICLE SIGNAL HEADS SHALL HAVE TYPE 'W' MOUNTING.
  - TRAFFIC VIDEO CAMERA SHALL HAVE 6' LONG CAMERA POLE AND PELCO AS-3009 MOUNTING BRACKET
  - ALL PEDESTRIAN DISPLAYS SHALL HAVE TYPE E MOUNTINGS, EXCEPT NOS. 28 & 68 SHALL HAVE TYPE D MOUNTING AND 29 & 48 SHALL USE SLIP FITTER TO PROVIDE NECESSARY WIDTH FOR TYPE E MOUNTING



NO.	REVISION	DATE	BY
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	SCJ
2	REVISED PER WSDOT COMMENTS 01-30-2008	02/01/08	SCJ

DESIGNED BY: ROBERT E. JEWELL	CHECK DATE: 10-11-07
DRAWN BY: S. STEWART	CHECK NO.:
APPROVED BY: ROBERT E. JEWELL	DESIGNED BY DATE: 115-TS-2DWG



**SHEA CARR JEWELL**

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ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

PROJECT NAME:  
**SR 531/  
 27TH AVENUE  
 INTERSECTION IMPROVEMENT PROJECT**

LOCATION:  
**SR 531 / 27TH AVENUE  
 M.P. 6.13**

MODIFIED TRAFFIC SIGNAL PLAN

SHEET NO.:  
**TS-2**

OF:  
**3 OF 14**

CONSTRUCTION NOTES

- 1 1 INSTALL FOUNDATION AND TYPE III SIGNAL STANDARD WITH 65' MAST ARM AND 16' LUMINAIRE ARM. INSTALL ONE 240 VOLT 400 WATT MC III HPS LUMINAIRE, ONE OPTICOM DETECTOR (RELOCATED), THREE VEHICLE SIGNAL HEADS (RELOCATED), ONE PEDESTRIAN DISPLAY (RELOCATED), ONE PBB-M PEDESTRIAN PUSHBUTTON ASSEMBLY, FOUR SIGNS (RELOCATED D3-301, RELOCATED R3-W00 SIGN, AND R3-36), AND ONE TERMINAL CABINET.
- 2 2 INSTALL FOUNDATION AND TYPE I SIGNAL STANDARD WITH 65' MAST ARM. INSTALL ONE OPTICOM DETECTOR (RELOCATED), THREE VEHICLE SIGNAL HEADS (RELOCATED), ONE STREET SIGN (RELOCATED D3-301), AND ONE TERMINAL CABINET.
- 3 3 INSTALL FOUNDATION AND TYPE PS SIGNAL STANDARD. INSTALL ONE PEDESTRIAN DISPLAY (RELOCATED) AND ONE PBB-M PUSHBUTTON ASSEMBLY.
- 4 4 INSTALL FOUNDATION AND TYPE III SIGNAL STANDARD WITH 55' MAST ARM AND 16' LUMINAIRE ARM. INSTALL ONE 240 VOLT 400 WATT MC III HPS LUMINAIRE, ONE OPTICOM DETECTOR (RELOCATED), TWO VEHICLE SIGNAL HEADS (RELOCATED), ONE SIGN (RELOCATED D3-301), AND ONE TERMINAL CABINET.
- 5 5 INSTALL FOUNDATION AND TYPE PS SIGNAL STANDARD. INSTALL TWO PEDESTRIAN DISPLAYS (RELOCATED) AND TWO PBB-M PUSHBUTTON ASSEMBLY.
- 6 6 INSTALL FOUNDATION AND TYPE III SIGNAL STANDARD WITH 60' MAST ARM AND 16' LUMINAIRE ARM. INSTALL ONE 240 VOLT 400 WATT MC III HPS LUMINAIRE, ONE OPTICOM DETECTOR (RELOCATED), FOUR VEHICLE SIGNAL HEADS (RELOCATED), ONE PEDESTRIAN DISPLAY (RELOCATED), ONE PBB-M PUSHBUTTON ASSEMBLY, ONE TRAFFIC VIDEO DETECTION CAMERA, TWO SIGNS (RELOCATED D3-302 AND R3-8(W00)), AND ONE TERMINAL CABINET.
- 7 7 INSTALL FOUNDATION AND TYPE PS SIGNAL STANDARD. INSTALL ONE PEDESTRIAN DISPLAY (RELOCATED) AND ONE PBB-M PUSHBUTTON ASSEMBLY.
- 8 8 CONSTRUCT COMBINATION CONTROLLER FOUNDATION PER DETAIL SHEET TS-6.7. INSTALL TYPE 2070L UNIT AND 332 CABINET AND RISER (CITY WILL PROVIDE FULLY TESTED TYPE 332 CABINET, ALL AUXILIARY EQUIPMENT, AND 2070L CONTROLLER). INSTALL FIBER OPTIC PATCH PANEL AND ETHER NET SWITCH FOR INTERCONNECTION INSIDE CONTROLLER CABINET. WIRE TO THE INTERSECTION CONFIGURATION WITH ASSOCIATED AUXILIARY EQUIPMENT INCLUDING TRAFFIC VIDEO MODULES AND MONITOR. MAKE NECESSARY FIELD CONNECTIONS AND PERFORM REQUIRED TESTS (SEE STD. SPECIFICATIONS AND SPECIAL PROVISIONS). LOCATION AND ORIENTATION OF FOUNDATION SHALL BE AS VERIFIED BY WSDOT INSPECTOR IN THE FIELD. MAKE NECESSARY CONNECTIONS AND PERFORM REQUIRED TESTS PER SPECIAL PROVISIONS.
- 9 9 INSTALL CITY PROVIDED TYPE D SERVICE CABINET PER WSDOT STANDARD PLAN J-3c ON SAME FOUNDATION WITH CONTROLLER CABINET AND FUTURE CONTROLLER CABINET. COORDINATE POWER CONNECTION WITH THE UTILITY COMPANY.
- 10 10 INSTALL CONDUIT AND CONDUCTORS TO NEW POWER VAULT. PROVIDE SUFFICIENT LENGTH OF SERVICE CONDUCTORS AND CONDUIT TO MAKE SERVICE CONNECTION. COORDINATE WITH UTILITY COMPANY TO COMPLETE SERVICE CONNECTION.
- 11 11 INTERCEPT EXISTING CONDUIT AND EXTEND NEW CONDUIT TO NEW JUNCTION BOX.
- 12 12 INSTALL 2-2" LOOP CONDUITS FOR FUTURE LOOPS L61, L11B, AND L11A. SEE J-BC.
- 13 13 INSTALL 1-2" LOOP CONDUITS FOR FUTURE LOOPS L12A, L12B, AND L63. SEE J-BC.
- 14 14 INSTALL NEW CONDUIT IN EXISTING JUNCTION BOX.
- 15 15 PULL BACK EXISTING DUPLEX PUMP AND ILLUMINATION WIRES. SPLICE NEW WIRES TO EXISTING.
- 16 16 COORDINATE WITH SHOP/D FOR REMOVAL OF EXISTING LUMINAIRE ON EXISTING POWER POLE.
- 17 17 SPLICE NEW LOOP CABLE(S) TO EXISTING LOOP WIRE.
- 18 18 LOCATE NEW JUNCTION BOX AT CORNER OF NEW R/W.
- 19 19 PULL BACK EXISTING INTERCONNECT CABLE TO NEAREST PULL BOX TO EAST. RE-ROUTE BACK TO CONTROLLER.
- 20 20 REPLACE EXISTING TYPE 2 JUNCTION BOX WITH TYPE 7 JUNCTION BOX.
- 21 21 INSTALL TYPE 3A STOP LINE LOOP WITH CENTER OF LOOPS 6' FROM CURB (FOR FUTURE LOOP 62).
- 22 22 STATION 189+79, 63' LT: INSTALL TYPE B FOUNDATION. INSTALL LIGHT STANDARD (50' MH WITH 400 WATT HPS MC-III LUMINAIRE) WITH SLIP BASE. INSTALL PER WSDOT STD. PLAN J-28.10-00, J-28.26-00, J-28.30-00, J-28.40-00, J-28.42-00, J-28.50-00, AND J-28.70-00. ELECTRICAL EASEMENT WILL BE PROVIDED.
- 23 23 VIDEO DETECTION ZONE(TYPICAL).
- 24 24 REPLACE EXISTING TYPE 1 JUNCTION BOX WITH TYPE 7 JUNCTION BOX.
- 25 25 STATION 191+89, 48' LT: INSTALL TYPE B FOUNDATION. INSTALL LIGHT STANDARD (50' MH WITH 400 WATT MC-III LUMINAIRE) WITH SLIP BASE. INSTALL PER WSDOT STD. PLAN J-28.10-00, J-28.26-00, J-28.30-00, J-28.40-00, J-28.42-00, J-28.50-00, AND J-28.70-00.
- 26 26 INSTALL TYPE 3A STOPLINE LOOPS

WIRING SCHEDULE

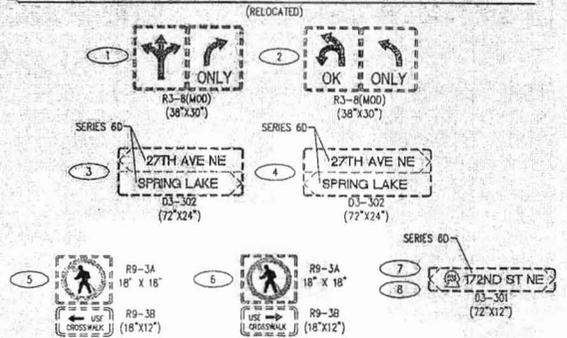
RUN NO X	RAVEWAY CONDUIT SIZE	VEH/PED DETECT 2C(SH)	VIDEO DETECT CABLE COAX/5C	EVP DETECT 3C(SH)	VEH/PED HEAD 5C	VEH/PED HEAD 7C	ILLUM #8	POWER #6 (CONTROL)	POWER #6 (PUMP)	SERVIC #4/0	24' SFO INTERC. CABLE	COMMENTS
1	MAST ARM					3						
2	MAST ARM					4						
3	EX 1 1/2"		1	1			2		4			ILLUM & DUPLEX PUMP
4	1 1/2"						2		4			ILLUM & DUPLEX PUMP
5	EX 1 1/2"	1										
6	EX 1 1/2"	2										
7	EX 1 1/2"	3										
8	EX 2"	6										
9	EX 2"											EX 1
10	2"											EX 1
11	1 1/2"	1										
12	1"						2					
13	2"	1					2					SIZED FOR 3 FUTURE 2C (SH)
14	2"	6										
15	3"			1	2		2					SIZED FOR FUTURE PED DISPLAYS
16	1 1/2"	2										
17	EX 4"	8		1	2	1	2					
18	4"	11		1	3	1	2					
19	2"			1	2							
20	EX 2"											SPARE
	EX 3"	11		2								
	EX 3"				5	1	2					
	2"											SPARE
21	3"	11		2								
	3"				5	1	2					
22	2-4"											SPARES
23	2"	2					2					SIZED FOR 6 FUTURE 2C (SH)
24	2"	1		1	3		2					
25	3"	1	1	1	3	1	2					2C FOR POSSIBLE FUTURE OVERLAP
26	3"	1	1	1	3	1	2		4			
27	1 1/2"	1										
28	3"	4	1	1	4	1	2		4			
	4"	7	1	2	7	1						
29	4"	11		2	5	1						
30	1 1/2"							2				CONTROLLER POWER
31	3" RGS*								3			SERVICE SOURCE
32	1 1/2"						2					ILLUMINATION

NOTE: ALL EQUIPMENT AND CONDUIT SHALL BE GROUNDED PER NEC AND WSDOT STD. PLAN J-94 AND  
 \*RGS= RIGID GALVANIZED STEEL  
 \*\*RGS= RIGID GALVANIZED STEEL GROUND WIRE SHALL BE GREEN THIN OF CODE SIZE.

TRAFFIC SIGNAL GENERAL NOTES

1. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. FOR EXACT LOCATION, CONTACT UTILITY LOCATE(1-800-424-5555). POTHOLES FOR DEPTH AND HORIZONTAL LOCATION RECOMMENDED AT CROSSING LOCATION AND AT SIGNAL POLE FOUNDATIONS.
2. ALL SIGNAL POLE LOCATIONS SHALL BE POTHOLED PRIOR TO ORDERING POLES. MAST-ARM LENGTHS AND TENSION LOCATION SHALL BE ADJUSTED IF FOUNDATION LOCATIONS MUST BE REVISED TO AVOID CONFLICTS. ALL ADJUSTED FOUNDATION LOCATION AND POLE CHANGES SHALL BE APPROVED BY THE ENGINEER.
3. CONDUIT RUNS AND JUNCTION BOX LOCATIONS ARE SHOWN IN APPROXIMATE LOCATIONS. FINAL LOCATIONS MAY BE ADJUSTED TO AVOID CONFLICTS AND FOR EASE OF CONSTRUCTION. FINAL LOCATIONS FOR CONDUITS AND JUNCTION BOXES SHALL BE APPROVED BY THE ENGINEER PRIOR TO EXCAVATION.
4. CONTRACTOR TO BE RESPONSIBLE FOR REPAIRING EXISTING SIDEWALK, DRIVEWAYS, LANDSCAPING, ETC., TO THEIR ORIGINAL CONDITION IF AFFECTED BY INSTALLATION OF THE TRAFFIC SIGNAL SYSTEM.
5. SIGNAL TIMING AND PHASING SHALL BE INSPECTED AND APPROVED BY WSDOT.
6. DURING CONSTRUCTION ALL EXISTING BROKEN CONCRETE CURB, CUTTER AND SIDEWALK SHALL BE REPLACED, AND INCLUDED IN THE BID.
7. UNLESS OTHERWISE SPECIFIED, ALL NEW SIGNAL CONDUIT SHALL BE SCHEDULE 80 PVC.

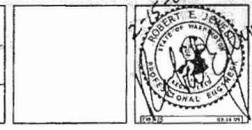
MAST ARM AND SIGNAL STANDARD SIGNING



NOTE: SIGNS 5 & 6 SHALL BE BAND MOUNTED ON SIGNAL STANDARD SHAFT 7' FROM BOTTOM OF R9-3B SIGN TO TOP OF BACK OF SIDEWALK

REVISION	DATE	BY	DESIGNED BY	DATE
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	ROBERT E. JEWELL	10-11-07
2	REVISED PER WSDOT COMMENTS 01-30-2008	02/01/08	S. STEWART	4-5-01

APPROVED BY	DATE
ROBERT E. JEWELL	4-5-01
S. STEWART	4-5-01



**SHEA CARR JEWELL**  
 ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

PROJECT NAME:  
 SR 531/  
 27TH AVENUE  
 INTERSECTION IMPROVEMENT PROJECT

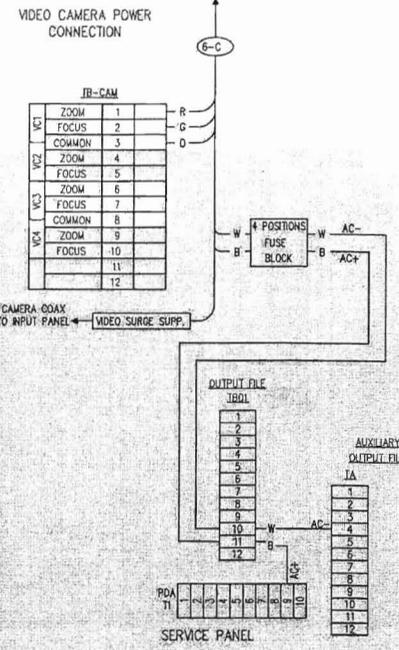
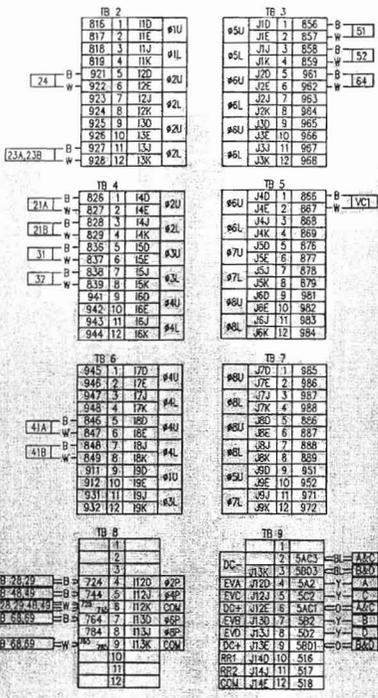
SR 531 / 27TH AVE NE  
 M.P. 6.13

NOTES, WIRING SCHEDULE, AND SIGNING NOTES

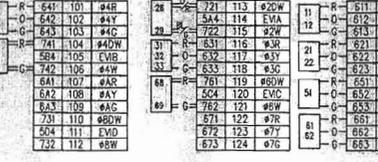
TS-3  
 4 of 14

CABINET WIRE TERMINATIONS

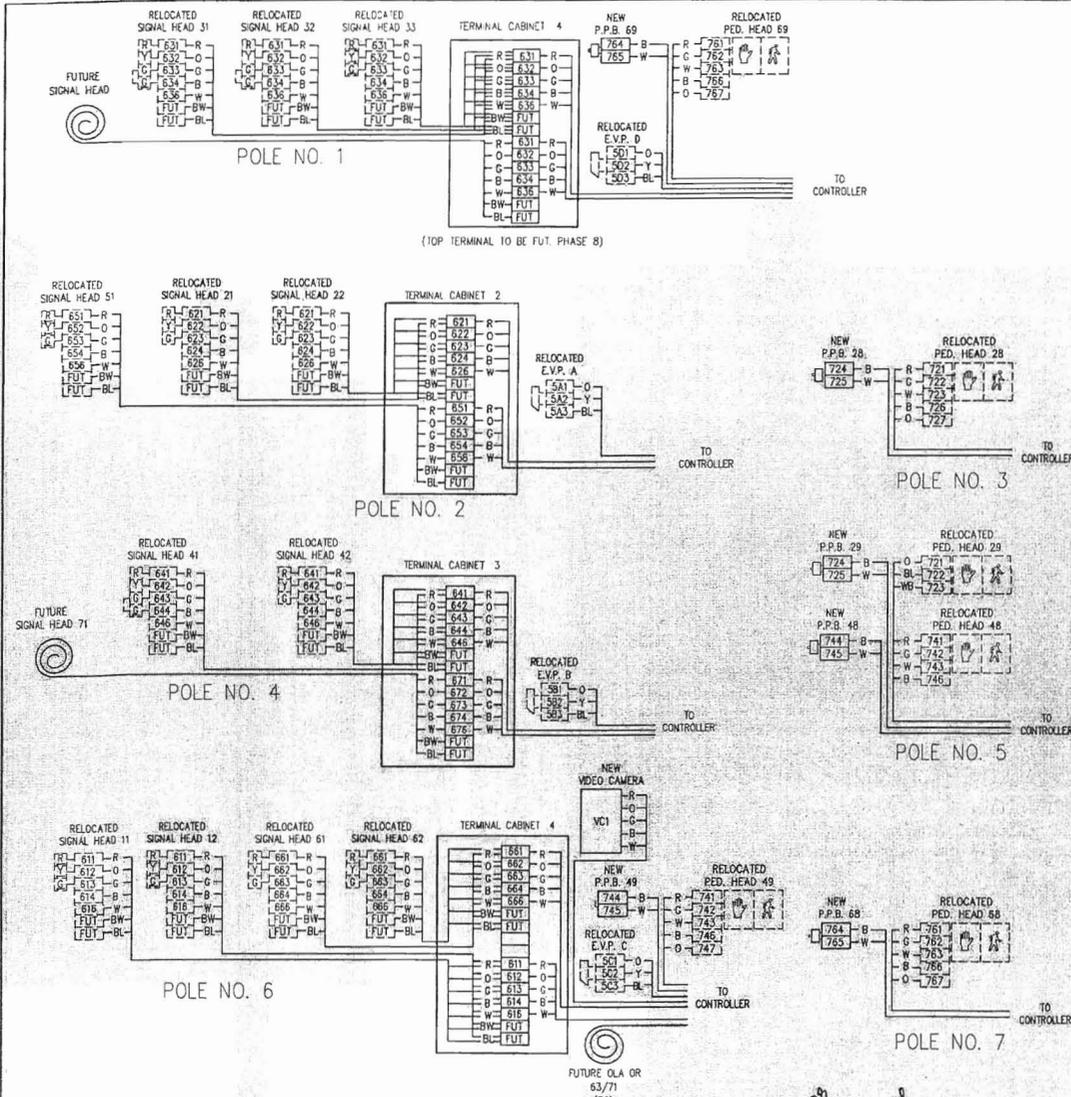
DETECTION INPUT TERMINALS



DISPLAY OUTPUT TERMINALS



NOTE: TERMINATE ALL WIRING IDENTIFIED AS AC- (516 AND 713) AT THE AC-BUS.  
SEAL AND COIL ALL SPARE CONDUCTORS AND STORE NEATLY ON THE CABINET FLOOR.  
INTERCONNECT SHALL MEET FIBER OPTIC WIRE CONNECTION REQUIREMENTS



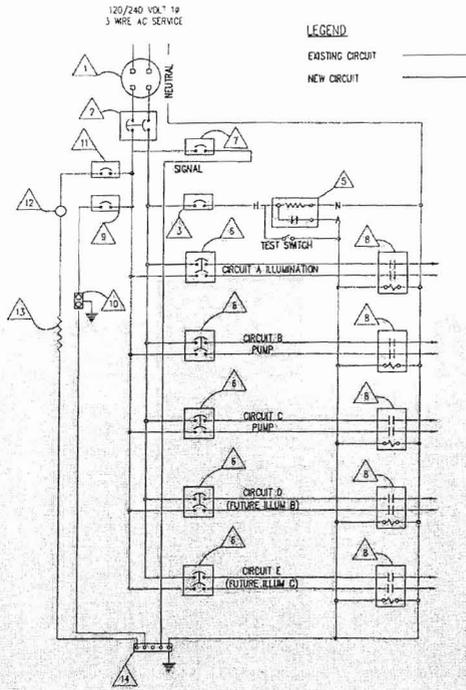
REVISIONS	DATE	BY	DESIGNED BY	DATE	PROJECT NAME	DRAWING TITLE
1	12/03/07	SCJ	ROBERT E. JEWELL	10-11-07	SR 531/ 27TH AVENUE	TS-4
2	02/01/08	SCJ	S STEWART	415-01	INTERSECTION IMPROVEMENT PROJECT	TRAFFIC SIGNAL WIRING DIAGRAM
			APPROVED BY	DATE		5 of 14
			ROBERT E. JEWELL	415-13-4 DMG		

SHEA CARR JEWELL ENGINEERS AND ARCHITECTS, INC.  
ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED









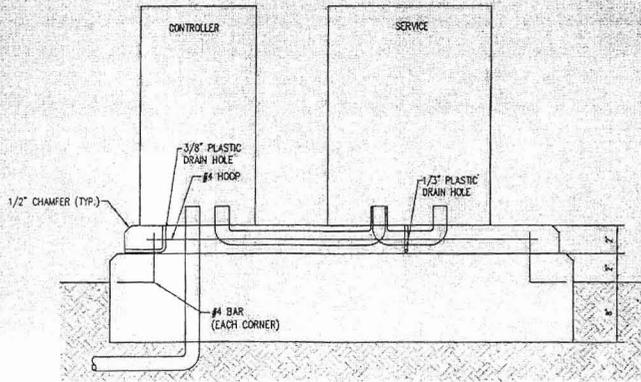
BREAKER SCHEDULE SAC 4245 Supp #3 120/240V

CIRCUIT	DESCRIPTION	BREAKER RATING	CONTACTOR RATING	VOLTAGE	LOAD (KVA)
---	MAIN	200 AMP			
A	ILLUMINATION A	30 AMP *	40 AMP *	240	2.40
B	ILLUMINATION B	30 AMP *	40 AMP *	240	0.00
C	ILLUMINATION C	30 AMP *	40 AMP *	240	0.00
D	WATER PUMP #1	30 AMP	N/A	240	---
E	WATER PUMP #2	30 AMP	N/A	240	---
F	SPARE	20 AMP	N/A	240	0.00
G	SPARE	20 AMP	N/A	240	0.00
H	SIGNAL	50 AMP	N/A	120	4.84
I	GPCI (2)	20 AMP	N/A	120	1.80
J	HEAT STRIP	15 AMP	N/A	120	0.10
K	PHOTOCELL	15 AMP	N/A	120	---
BUSWORK SHALL BE RATED AT 250 AMP MINIMUM				PEAK	11.54
				CONTINUOUS	9.14

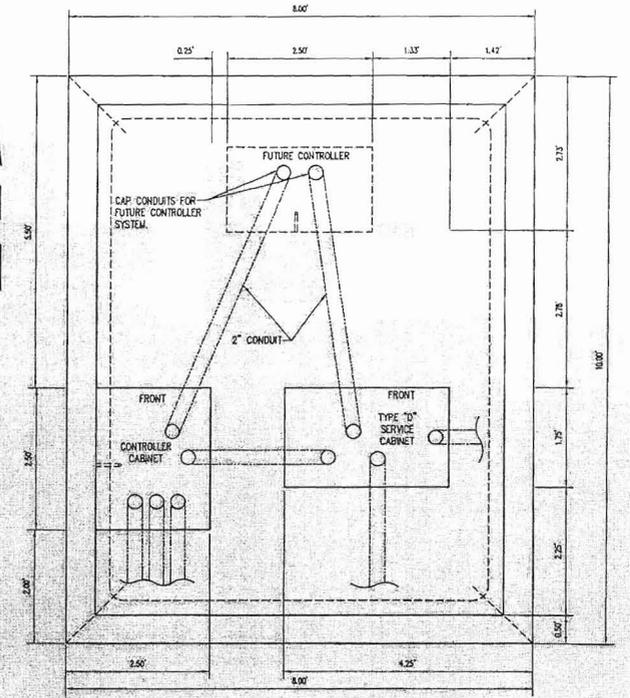
\* UPSIZE EXISTING BREAKER/CONTACTOR

- KEY**
- |  |   |
|--|---|
| 1 METER BASE PER SERVING UTILITY REQUIREMENTS (WITH MANUAL BYPASS LEVER) | 13 STRIP HEATER (100 WATT NOMINAL)                                      |
| 2 MAIN BREAKER   | 14 NEUTRAL BUSS, 10 LUG COPPER  |
| 3 PHOTOCELL BREAKER  | 15 PHOTOCELL ENCLOSURE  |
| 4 TEST SWITCH  | 16 SCREENED VENTS   |
| 5 PHOTO ELECTRIC CONTROL, STD. SPEC 8 - 25' (1/2)                        | 17 HINGED FRONT FACING DOOR WITH 6" x 6" MIN POLISHED WIRE GLASS WINDOW |
| 6 BRANCH BREAKER   | 18 HINGED DEAD FRONT  |
| 7 SIGNAL BREAKER   | 19 6" x 6" MIN UNDERGROUND FEED - SERVICE WREWAY (LEFT REAR CORNER)     |
| 8 CONTACTOR  | 20 REMOVABLE EQUIPMENT MOUNTING PAN                                     |
| 9 RECEPTACLE BREAKER   | 21 METAL WIRING DIAGRAM HOLDER  |
| 10 RECEPTACLE GROUNDED   | 22 SIGN LIGHT BREAKER   |
| 11 HEATER BREAKER  | 23 SPARE  |
| 12 THERMOSTAT  |   |

WIRING SCHEMATIC N.T.S.



SECTION A-A N.T.S.



SERVICE AND CONTROLLER FOUNDATION N.T.S.

**GENERAL NOTES**

1. THE CABINETS SHALL BE ATTACHED TO THE FOUNDATION WITH STAINLESS STEEL CINCH BOLTS PER MANUFACTURER'S RECOMMENDATIONS. BOLTS SHALL EXTEND A MINIMUM OF 1-1/2" ABOVE THE CONCRETE PAD.
2. CONDUIT SHALL EXTEND 2" ABOVE FOUNDATION.
3. FOUNDATION CONCRETE SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
4. PAD MOUNT DESIGN IS TYPICAL (PER WSDOT STD. PLAN J-6). CONTRACTOR SHALL USE CABINET MANUFACTURER'S DESIGN TO ASSURE PROPER FIT OF CABINET ON BASE WITH RESPECT TO CONDUIT PLACEMENT. CONTRACTOR SHALL SUBMIT FOR APPROVAL A PROPOSED DESIGN WITH PLAN, ELEVATION AND ANY RELEVANT SECTION VIEW.
5. ALL REINFORCING STEEL SHALL HAVE A MINIMUM OF 2" CLEAR COVER.
6. SEE WSDOT STD. PLAN J-90 FOR GROUNDING DETAILS.

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NO.	REVISION	DATE	BY
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	SCJ
2	REVISED PER WSDOT COMMENTS 01-30-2008	02/01/08	SCJ

DESIGNED BY: ROBERT E. JEWELL	CHECKED BY: ROBERT E. JEWELL
DESIGNED BY: W. WATZ	CHECKED BY: ROBERT E. JEWELL



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ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

PROJECT NAME:  
SR 531/  
27TH AVENUE  
INTERSECTION IMPROVEMENT PROJECT

SR 531 / 27TH AVE NE  
M.P. 6.13

SERVICE CABINET DETAILS

DRAWING NO.:  
TS-8

SHEET NO.:  
9 of 14



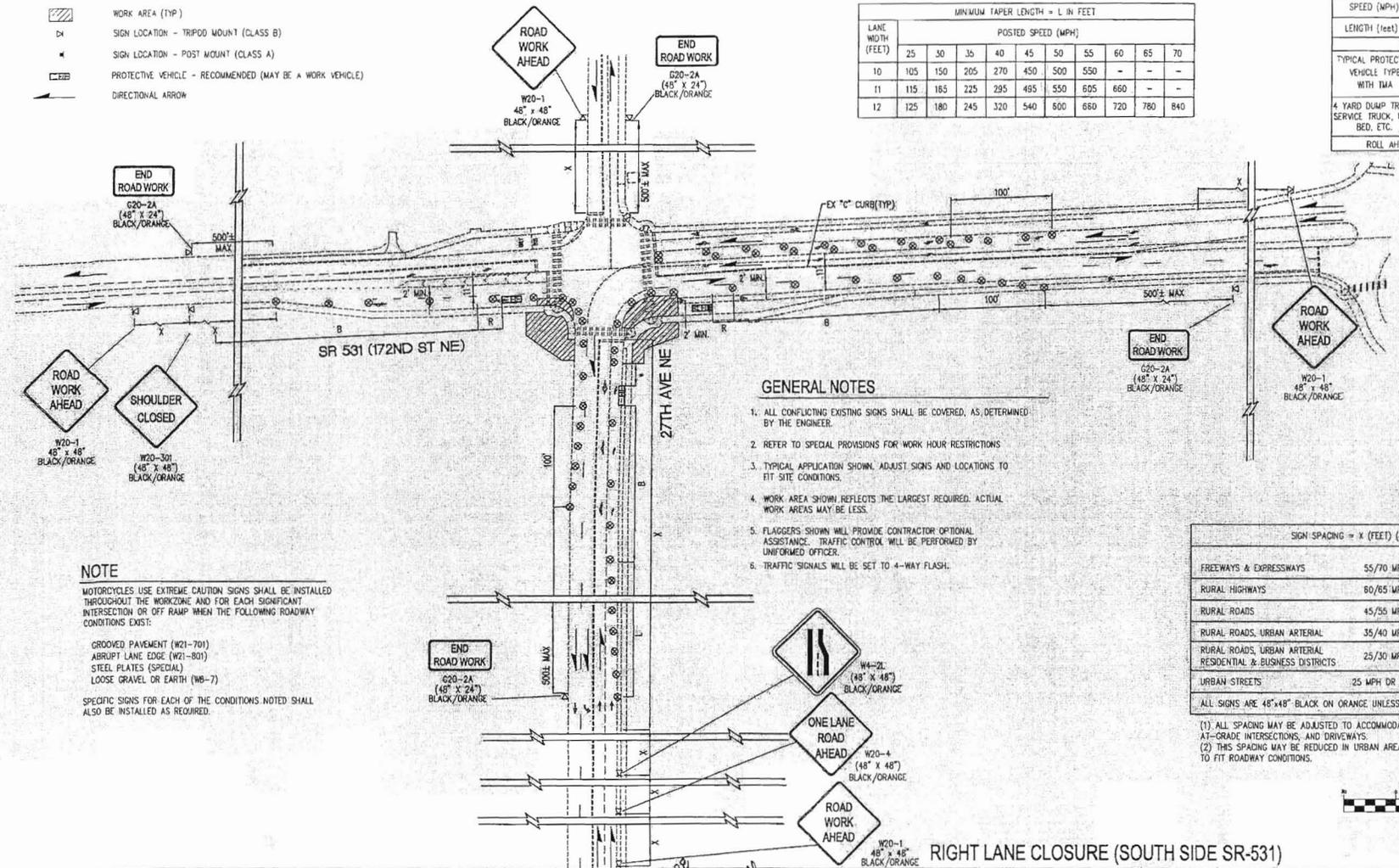
LEGEND

- ⊗ ⊗ ⊗ TRAFFIC SAFETY DRUM WITH TYPE C LIGHTS
- ▨ WORK AREA (TYP)
- ⊕ SIGN LOCATION - TRIPPO MOUNT (CLASS B)
- ⊕ SIGN LOCATION - POST MOUNT (CLASS A)
- ▭ PROTECTIVE VEHICLE - RECOMMENDED (MAY BE A WORK VEHICLE)
- DIRECTIONAL ARROW

BUFFER DATA										
BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730
PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R										
TYPICAL PROTECTIVE VEHICLE TYPE WITH TMA	TYPICAL PROTECTIVE VEHICLE (WITH TMA) LOADED WEIGHT (LBS)								STATIONARY OPERATION (FEET)	
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS (MAX. WEIGHT IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS)								30' MIN.	
ROLL AHEAD STOPPING DISTANCE ASSUMES DRY PAVEMENT										

LANE WIDTH (FEET)	MINIMUM TAPER LENGTH = L IN FEET									
	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	70
10	105	150	205	270	450	500	550	-	-	-
11	115	165	225	295	495	550	605	660	-	-
12	125	180	245	320	540	600	660	720	780	840

CHANNELIZING DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40

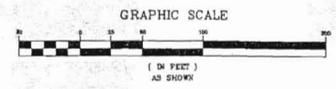


GENERAL NOTES

1. ALL CONFLICTING EXISTING SIGNS SHALL BE COVERED, AS DETERMINED BY THE ENGINEER.
2. REFER TO SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
3. TYPICAL APPLICATION SHOWN. ADJUST SIGNS AND LOCATIONS TO FIT SITE CONDITIONS.
4. WORK AREA SHOWN REFLECTS THE LARGEST REQUIRED. ACTUAL WORK AREAS MAY BE LESS.
5. FLAGGERS SHOWN WILL PROVIDE CONTRACTOR OPTIONAL ASSISTANCE. TRAFFIC CONTROL WILL BE PERFORMED BY UNIFORMED OFFICER.
6. TRAFFIC SIGNALS WILL BE SET TO 4-WAY FLASH.

SIGN SPACING = X (FEET) (1)		
FREEWAYS & EXPRESSWAYS	55/70 MPH	1500'± (OR AS PER MUTCD)
RURAL HIGHWAYS	60/65 MPH	800'±
RURAL ROADS	45/55 MPH	500'±
RURAL ROADS, URBAN ARTERIAL	35/40 MPH	350'±
RURAL ROADS, URBAN ARTERIAL RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)

- (1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.
- (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



NOTE

MOTORCYCLES USE EXTREME CAUTION SIGNS SHALL BE INSTALLED THROUGHOUT THE WORKZONE AND FOR EACH SIGNIFICANT INTERSECTION OR OFF RAMP WHEN THE FOLLOWING ROADWAY CONDITIONS EXIST:

- GROOVED PAVEMENT (W2-701)
- ABRUPT LANE EDGE (W2-801)
- STEEL PLATES (SPECIAL)
- LOOSE GRAVEL OR EARTH (W6-7)

SPECIFIC SIGNS FOR EACH OF THE CONDITIONS NOTED SHALL ALSO BE INSTALLED AS REQUIRED.

#	DESCRIPTION	DATE	BY	APPROVED BY	DATE
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	SCJ	ROBERT E. JEWELL	10-11-07
2	REVISED PER WSDOT COMMENTS 01-08-2008	05/06/08	SCJ	S. STEWART	415-01

DESIGNED BY	ROBERT E. JEWELL
CHECKED BY	S. STEWART
APPROVED BY	ROBERT E. JEWELL
DATE	415-800-102.0MG



**SHEA CARR**  
**JEWELL**

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ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

PROJECT NAME  
SR 531/  
27TH AVENUE  
INTERSECTION IMPROVEMENT PROJECT

PROJECT NO.  
SR 531 / 27TH AVE NE  
M.P. 6.13

TRAFFIC CONTROL PLAN

DATE PLOTTED  
TC-2

SHEET NO.  
11 of 14

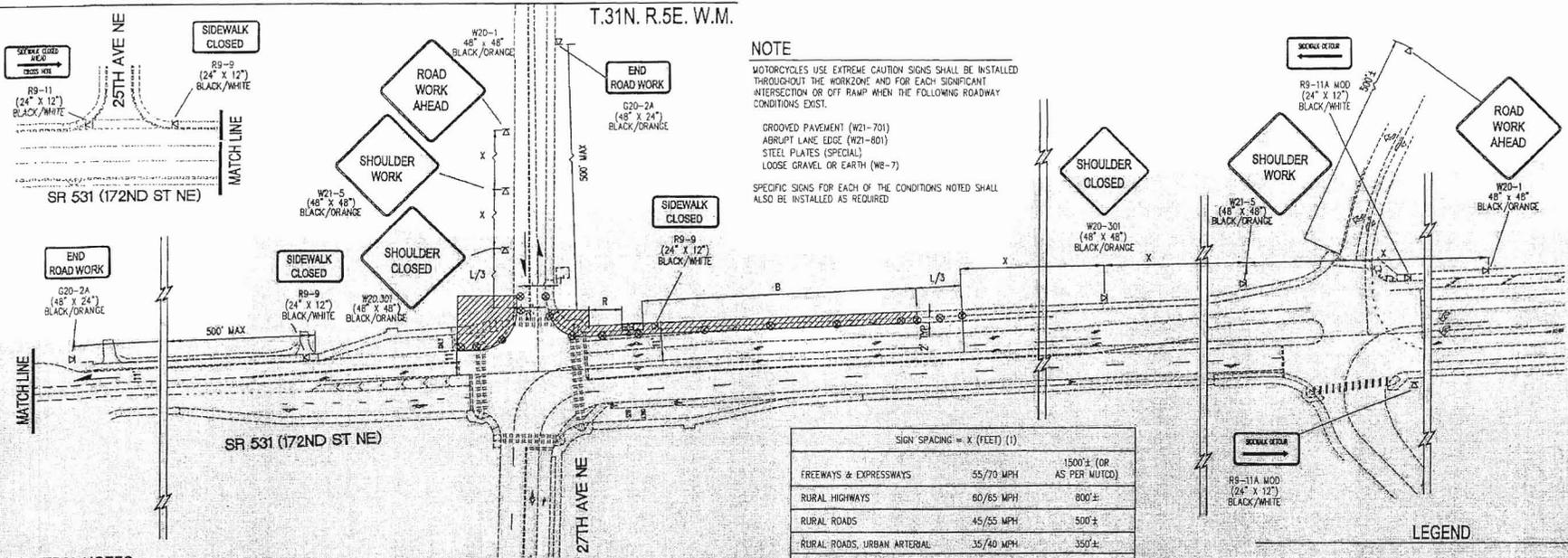
T.31N. R.5E. W.M.

**NOTE**

MOTORCYCLES USE EXTREME CAUTION SIGNS SHALL BE INSTALLED THROUGHOUT THE WORKZONE AND FOR EACH SIGNIFICANT INTERSECTION OR OFF RAMP WHEN THE FOLLOWING ROADWAY CONDITIONS EXIST.

- GROOVED PAVEMENT (W21-701)
- ABRUPT LAKE EDGE (W21-801)
- STEEL PLATES (SPECIAL)
- LOOSE GRAVEL OR EARTH (W6-7)

SPECIFIC SIGNS FOR EACH OF THE CONDITIONS NOTED SHALL ALSO BE INSTALLED AS REQUIRED.



**GENERAL NOTES**

- ALL CONFLICTING EXISTING SIGNS SHALL BE COVERED, AS DETERMINED BY THE ENGINEER.
- REFER TO SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS
- TYPICAL APPLICATION SHOWN. ADJUST SIGNS AND LOCATIONS TO FIT SITE CONDITIONS.
- WORK AREA SHOWN REFLECTS THE LARGEST REQUIRED. ACTUAL WORK AREAS MAY BE LESS.
- FLAGGERS SHOWN WILL PROVIDE CONTRACTOR OPTIONAL ASSISTANCE. TRAFFIC CONTROL WILL BE PERFORMED BY UNIFORMED OFFICER.
- TRAFFIC SIGNALS WILL BE SET TO 4-WAY FLASH.

MINIMUM SHOULDER TAPER LENGTH = L IN FEET

SHOULDER WIDTH (FEET)	POSTED SPEED (MPH)				
	30	35	40	45	50
6	80	123	165	270	300
8	120	162	210	360	405
10	150	204	270	450	510

SIGN SPACING = X (FEET) (1)

FREeways & EXPRESSWAYS	55/70 MPH	1500± (OR AS PER MUTCD)
RURAL HIGHWAYS	60/65 MPH	800±
RURAL ROADS	45/55 MPH	500±
RURAL ROADS, URBAN ARTERIAL	35/40 MPH	350±
RURAL ROADS, URBAN ARTERIAL RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200± (2)
URBAN STREETS	25 MPH OR LESS	100± (2)

ALL SIGNS ARE 48"x48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.

- ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.
- THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

**LEGEND**

- ⊙ ⊙ ⊙ TRAFFIC SAFETY DRUM WITH TYPE C LIGHTS
- ▨ WORK AREA (TYP.)
- ⊠ SIGN LOCATION - TRIPOD MOUNT (CLASS B)
- ⊠ SIGN LOCATION - POST MOUNT (CLASS A)
- ▭ PROTECTIVE VEHICLE - RECOMMENDED (MAY BE A WORK VEHICLE)
- DIRECTIONAL ARROW
- ▷▷▷ SEQUENTIAL ARROW SIGN

**BUFFER DATA**

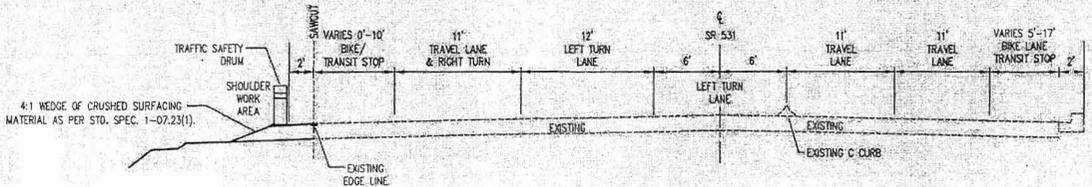
BUFFER SPACE = B

SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R

TYPICAL PROTECTIVE VEHICLE TYPE WITH TMA	TYPICAL PROTECTIVE VEHICLE (WITH TMA) LOADED WEIGHT (LBS)	STATIONARY OPERATION (FEET)
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC	MINIMUM WEIGHT 15,000 LBS (MAX. WEIGHT IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS)	30 MIN.

ROLL AHEAD STOPPING DISTANCE ASSUMES DRY PAVEMENT

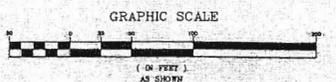


TYPICAL ROADWAY SECTION (NON-WORKING HOURS) NTS

SEE TC-8.0 FOR MOTORCYCLE SIGNING AS NECESSARY

CHANNELIZING DEVICE SPACING (FEET)

MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40



NO.	REVISIONS	DATE	BY	DESIGNED BY	CHECKED BY
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	SCJ	ROBERT E. JEWELL	10-11-07
2	REVISED PER WSDOT COMMENTS 01-30-2008	02/01/08	SCJ	S. STEWART	415-01
				ROBERT E. JEWELL	415-800-11410

NO.	REVISIONS	DATE	BY	DESIGNED BY	CHECKED BY
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	SCJ	ROBERT E. JEWELL	10-11-07
2	REVISED PER WSDOT COMMENTS 01-30-2008	02/01/08	SCJ	S. STEWART	415-01
				ROBERT E. JEWELL	415-800-11410



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 P. 360-340-1108  
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ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

PROJECT NAME

**SR 531/  
27TH AVENUE  
INTERSECTION IMPROVEMENT PROJECT**

PROJECT NO.

**SR 531 / 27TH AVENUE  
M.P. 6.13**

TRAFFIC CONTROL PLAN

DATE

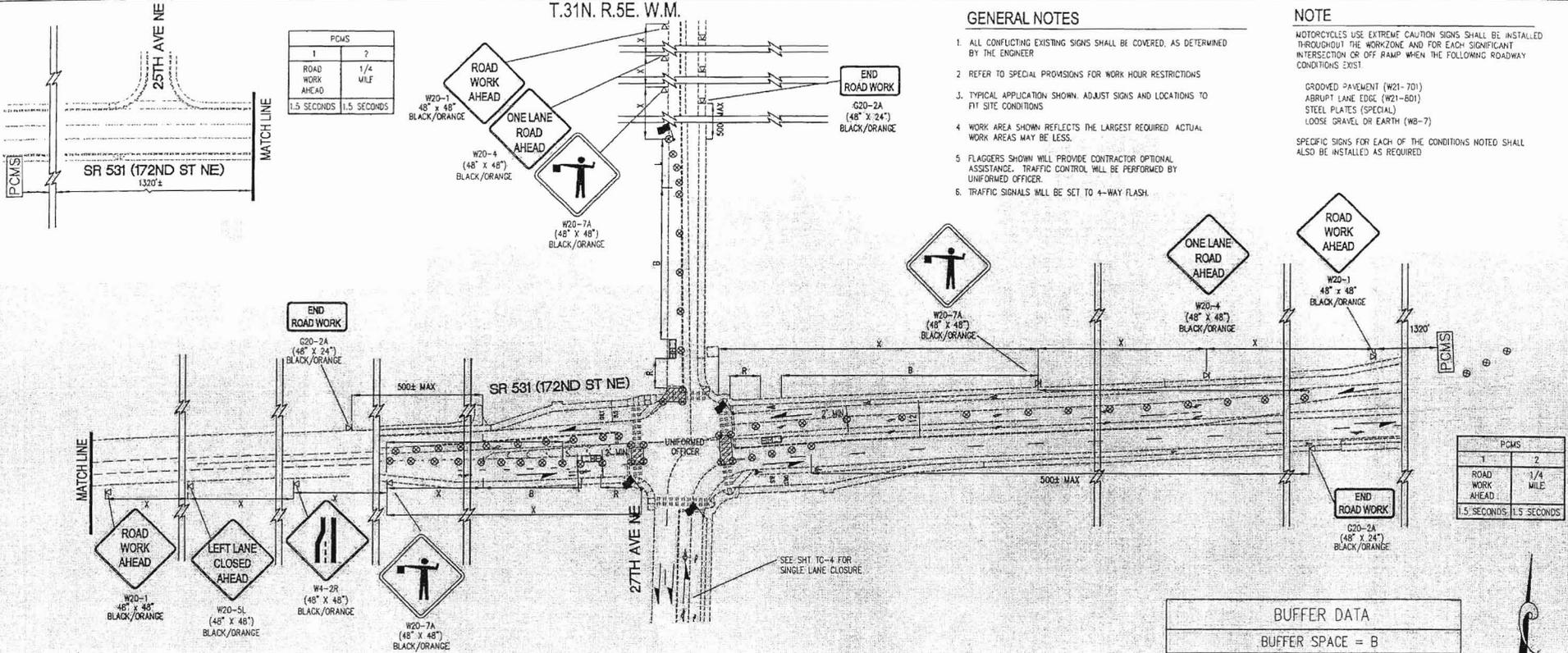
**TC-3**

SHEET NO.

**12 of 14**



T.31N. R.5E. W.M.



**GENERAL NOTES**

1. ALL CONFLICTING EXISTING SIGNS SHALL BE COVERED, AS DETERMINED BY THE ENGINEER
2. REFER TO SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS
3. TYPICAL APPLICATION SHOWN. ADJUST SIGNS AND LOCATIONS TO FIT SITE CONDITIONS
4. WORK AREA SHOWN REFLECTS THE LARGEST REQUIRED ACTUAL WORK AREAS MAY BE LESS.
5. FLAGGERS SHOWN WILL PROVIDE CONTRACTOR OPTIONAL ASSISTANCE. TRAFFIC CONTROL WILL BE PERFORMED BY UNIFORMED OFFICER.
6. TRAFFIC SIGNALS WILL BE SET TO 4-WAY FLASH.

**NOTE**

MOTORCYCLES USE EXTREME CAUTION SIGNS SHALL BE INSTALLED THROUGHOUT THE WORKZONE AND FOR EACH SIGNIFICANT INTERSECTION OR OFF RAMP WHEN THE FOLLOWING ROADWAY CONDITIONS EXIST

- 3. GROOVED PAVEMENT (W21-701)
- 4. ABRUPT LANE EDGE (W21-601)
- 5. STEEL PLATES (SPECIAL)
- 6. LOOSE GRAVEL OR EARTH (W6-7)

SPECIFIC SIGNS FOR EACH OF THE CONDITIONS NOTED SHALL ALSO BE INSTALLED AS REQUIRED

PCMS	
1	2
ROAD WORK AHEAD	1/4 MILE
1.5 SECONDS	1.5 SECONDS

PCMS	
1	2
ROAD WORK AHEAD	1/4 MILE
1.5 SECONDS	1.5 SECONDS

SIGN SPACING = X (FEET) (1)		
FREWAYS & EXPRESSWAYS	55/70 MPH	1500'± (OR AS PER MUTCD)
RURAL HIGHWAYS	60/65 MPH	800'±
RURAL ROADS	45/55 MPH	500'±
RURAL ROADS, URBAN ARTERIAL	35/40 MPH	350'±
RURAL ROADS, URBAN ARTERIAL RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)

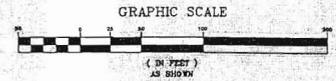
LANE WIDTH (FEET)	MINIMUM TAPER LENGTH = L IN FEET									
	POSTED SPEED (MPH)									
25	30	35	40	45	50	55	60	65	70	
10	105	150	205	270	450	500	550	-	-	-
11	115	165	225	295	495	550	605	660	-	-
12	125	180	245	320	540	600	660	720	780	840

CHANNELIZING DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40

**LEGEND**

- ⊗ ⊗ ⊗ TRAFFIC SAFETY DRUM WITH TYPE C LIGHTS
- ▨ WORK AREA (TYP.)
- ⊕ SIGN LOCATION - TRIPOD MOUNT (CLASS B)
- ⊕ SIGN LOCATION - POST MOUNT (CLASS A)
- ▭ PROTECTIVE VEHICLE - RECOMMENDED (MAY BE A WORK VEHICLE)
- DIRECTIONAL ARROW
- ▶▶▶ SEQUENTIAL ARROW SIGN
- PCMS PORTABLE CHANGEABLE MESSAGE SIGN

BUFFER DATA										
BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730
PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R										
TYPICAL PROTECTIVE VEHICLE TYPE WITH TMA	TYPICAL PROTECTIVE VEHICLE (WITH TMA) LOADED WEIGHT (LBS)				STATIONARY OPERATION (FEET)					
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS (MAX. WEIGHT IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS)				30' MIN.					
ROLL AHEAD STOPPING DISTANCE ASSUMES DRY PAVEMENT										



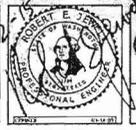
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.  
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

**WESTBOUND LANE CLOSURE**

NO.	REVISIONS	DATE	BY
1	REVISED PER WSDOT COMMENTS 11-09-2007	12/03/07	SCJ
2	REVISED PER WSDOT COMMENTS 01-08-2008	02/28/08	SCJ

DESIGNED BY: ROBERT E. JEWELL
DRAWN BY: S. STEWART
APPROVED BY: ROBERT E. JEWELL

DATE: 10-11-07
SCALE: AS SHOWN
PROJECT NO. / SHEET NO.:415-01
DATE: 01-11-07



**SHEA CARR JEWELL**

5400 CARPENTER DR. SW.  
 SUITE 100  
 OLYMPIA, WASHINGTON 98512  
 P: 360-335-1448  
 F: 360-335-1888  
 WWW.SHEACARRJEWELL.COM

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

PROJECT NAME:  
**SR 531 / 27TH AVENUE INTERSECTION IMPROVEMENT PROJECT**

LOCATION:  
**SR 531 / 27TH AVENUE  
 M.P. 6.13**

TRAFFIC CONTROL PLAN

PROJECT NO. / SHEET NO. / TOTAL SHEETS:  
**TC-5**  
 14 of 14

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 2008**

<b>AGENDA ITEM:</b> Planning Manager – Land Use Classification and Compensation	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Kristie Guy	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1. Planning Manager – Land Use Classification and Compensation Analysis</li> <li>2. Planning Manager – Land Use Job Description</li> </ol>	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The Planning Manager is being created in response to the city’s continued growth and projected development activity. The current and long-range planning activities are being segregated into two sections: The long-range planning staff will report to the department director, and the Planning Manager for land use will manage the current planning function.

To assist in the process a classification and compensation analysis was prepared by Gwendolyn Campbell. Based on the findings, the proposed job description accurately captures the responsibilities assigned to the position and the knowledge, skills and abilities required to perform them. Additionally, placing the position on the management classification grid at range M-8 reflects its value in the organization and preserves internal equity among the city’s management positions.

<b>RECOMMENDED ACTION:</b>  Adopt the Planning Manager – Land Use job description and placement on the management classification grid at M-8.
<b>COUNCIL ACTION:</b>

**REPORT TO CITY OF MARYSVILLE**

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**CLASSIFICATION AND COMPENSATION ANALYSIS OF  
PLANNING MANAGER POSITION**  
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**PREPARED BY GWENDOLYN CAMPBELL  
MAY 2008**

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**I. BACKGROUND**

In May 2008, I was contracted to do a classification and compensation analysis for the position of Planning Manager which was created to meet the needs of the newly reorganized planning function of the Community Development Department. Specifically, the project included reviewing a draft job description prepared by city staff, based on the job specifications and the skills, knowledge and abilities required to perform the job, and making a recommendation regarding the appropriate placement of this position in the city's pay grid.

This position is being created in response to the city's continued growth and projected development activity. The current and long-range planning activities are being segregated into two sections: The long-range planning staff will report to the department director, and the Planning Manager for land use will manage the current planning function.

**II. JOB CLASSIFICATION ANALYSIS**

**JOB RESPONSIBILITIES**

The focus of this position is to manage the operations of the planning division. The key responsibilities of this position include supervising the division's employees, developing and implementing the city's land use ordinances and zoning code, overseeing the land use permitting process and related reviews and analyses, representing the city in public and quasi-judicial hearings, and providing staff assistance to the department director.

The incumbent will manage the daily and long-range operations of the planning group and the personnel who staff it. This includes developing short- and long-range plans for the division; developing and managing the division's budget; and performing the full range of supervisory functions, including assigning tasks, reviewing employees' work processes and products, counseling employees, giving performance evaluations, and recommending disciplinary action. This position supervises a group of four employees, two senior and two associate planners.

The incumbent will oversee the land use permitting process, including environmental review, compliance with sensitive areas regulations, and the city's subdivision ordinance. He/she will review proposed zoning changes and variances and investigate and resolve complaints and

inquiries. The position is also responsible for researching and making recommendations for revisions to land use policies and regulations.

Staff assistance to the department director includes overseeing the preparation of various technical analyses, maps, reports, and exhibits for public hearings and policy review as well as representing the city in a variety of venues, such as public meetings before the planning commission, hearing examiner, and city council. The incumbent will also participate on technical review committees and may represent the city on inter-agency committees dealing with land development issues.

### JOB KNOWLEDGE, SKILLS, AND ABILITIES

The key knowledge, skills and abilities required to perform this job include management and supervisory skills; a high level of technical proficiency in land use planning practices and a knowledge of federal, state, and local laws related to land use planning; municipal budgeting skills; ability to use a variety of general and specialized software applications; and excellent verbal and written communications skills. Generally, the successful employee will have a four-year degree in urban planning, environmental science, public administration, or a related field and five years progressively responsible experience in land use development, including at least two years of supervisory experience. Certification as a planner (AICP) is desired.

A draft job description is included as an attachment.

### **III. COMPENSATION ANALYSIS**

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

To measure external equity, I looked at the cities of Bothell, Edmonds, Kirkland, Olympia, and Redmond, as used in recent classification and compensation analyses. These cities are similar in population or service area to the City of Marysville, they are in the city's geographic labor market, and they have been used as comparables in recent compensation analyses.

There are two typical ways to organize direct supervision of the planning function—combining current and long-range planning responsibilities or segregating the responsibilities between two work groups. Of the comparable cities, three group current and long-range planning responsibilities under the supervision of a planning manager (Bothell, Edmonds, and Olympia),

and two cities have two planning managers, each responsible for either current or long-range planning activities (Kirkland and Redmond). The planning manager in each of these five cities supervises a staff of 5-11 full-time equivalents (FTE).

Following is additional detail about the organizational structure of the current and long-range planning function in these cities and Marysville.

CITY	CURRENT/LONG-RANGE PLANNING RESPONSIBILITIES	STAFFING (NOT INCLUDING PLANNING MGR)	SALARY RANGE OF PLANNING MANAGER
Bothell	combined	5 professional planners 3 GIS staff	6,389-8,102
Edmonds*	combined	4 professional planners 1 clerical GIS interns	6,619-9,929
Kirkland	segregated	2 planning supervisors 7 professional planners 1 para-professional code enforcement officer urban forester	6,599-8,515
Redmond	segregated	8 professional planners	6,363-8,457
Olympia	combined	5 professional planners 1 permit specialist 1 clerical	6,403-7,782
Marysville	segregated	4 professional planners	TBD

*\*Edmonds recently adopted a broad band compensation plan for its non-union and management positions. There are eight pay bands, each with a 50% spread from minimum to maximum.*

To gauge internal equity, I looked at the responsibilities and the knowledge, skills, and abilities required to perform other management jobs at the City of Marysville. The city made a preliminary recommendation of placement in the M7-M9 salary range. Positions in these ranges are as follows.

SALARY RANGE	POSITIONS
M-7	Project Manager II, Fleet & Facilities Manager, Building Official, Traffic Engineer
M-8	Assistant City Engineer, Information Services Manager, Public Works Operations Manager, Financial Planning Manager
M-9	Engineering Services Manager-Land Development, Police Administration Division Manager

Of the four positions in the M-7 grade, two are supervisory positions and two are advanced technical positions with project management or lead worker responsibilities. They all require

some mix of formal education and a minimum of up to four years professional experience, and two of them require professional licensure or certification.

In the M-8 grade, three of the active positions supervise employees, while the other position leads project teams. Three of the positions require a bachelor's degree and a minimum of up to four years professional experience; one of these positions requires professional licensure, and the other two prefer professional certification.

The two positions in the M-9 grade manage a department division of 8-12 FTE. They both require a bachelor's degree, up to a minimum of five years experience, and one requires professional licensure.

The Planning Manager appears to most closely match the level of responsibility and accountability exercised by the Financial Planning Manager job classification. Both positions require a similar level of education, experience, and professional certification. Both positions supervise four FTE. The Engineering Services Manager-Land Use and the Police Administrative Division Manager positions (both in the M-9 grade) have a wider scope of responsibility than the Planning Manager, and they supervise 8-12 FTE.

#### **IV. RECOMMENDATIONS**

1. Adopt the draft job description, which accurately captures the responsibilities assigned to the position and the knowledge, skills, and abilities required to perform them.
2. Place the Planning Manager position on the management classification grid at range M-8, which reflects its value in the organization and preserves internal equity among the city's management positions.

**City of Marysville  
Job Description**

**Job Title:** Planning Manager – Land Use  
**Department/Division:** Community Development / Planning  
**Reports To:** Department director  
**FLSA Status:** exempt  
**Union Status:** non-union Management  
**Salary Grade:**  
**Approval/Revision Date:** May 2008

**POSITION SUMMARY:**

This position manages the operations of the Planning--Land Use division, including supervising the division's employees, coordinating assigned activities with other departments and outside agencies, and providing highly responsible and technically complex staff assistance to the department director. The work performed requires a high level of technical proficiency in land use planning and administration as well as management, supervisory, and administrative skills.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

*Other duties may be assigned as needed.*

1. Manage services and activities of the Community Development Planning Land Use Division including; the development and implementation of the city's Land Use Ordinances and Zoning Code.
2. Oversee land use permit process, environmental review, and compliance with sensitive area regulations, the Subdivision Ordinance, State Environmental Policy Act (SEPA) and the Shoreline permit ordinance.
3. Review proposed zoning changes and variances, resolve land use conflicts; investigate and resolve complaints and inquires.
4. Research and recommend revisions to land use regulations and/or policies.
5. Develop short- and long-range plans for the division, including developing, recommending, and implementing new land use review systems, policies and procedures.
6. Develop recommendations or coordinate updates with affected departments on policies, plans and standards pertaining to land use.
7. Supervise land use planning staff, including assigning tasks, reviewing employee's work processes and products, counseling employees, giving performance evaluations, and recommending disciplinary action.
8. Supervise the preparation of staff reports, recommendations, maps, and special exhibits for public hearings and policy meetings.

9. Develop and manage the division's budget.
10. Represent the city at public meetings before the planning commission, hearing examiner, and/or the city council and public meetings on land development issues and applications; participates in technical review committees; and may represent the city on inter-agency committees dealing with land development issues.
11. Prepare a variety of written documents, such as correspondence, memoranda, city council agenda bills, and technical reports.

**KNOWLEDGE, SKILLS AND ABILITIES:**

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

**Knowledge of:**

- Principles, practices and techniques of land use planning and development.
- Federal, state, and local laws related to land use planning, land development and construction.
- Principles and practices of management and supervision.
- Principles and practices of municipal budgeting.
- Functions and operations of equipment used to perform essential duties.
- Safety regulations, standards, guidelines, and practices regarding assigned equipment and duties.

**Ability to:**

- Apply advanced land use planning methods and procedures; develop complex land use planning and implementation programs.
- Plan, organize and supervise the work of subordinate employees, including training them, assigning and evaluating their work, and providing job performance feedback.
- Critically analyze current policies, practices, and procedures, and recommend and implement changes as needed.
- Critically analyze and resolve or recommend action to management about complex issues or problems.
- Communicate effectively, orally and in writing, including the ability to listen effectively and to explain complex issues and applicable legal requirements, policies, and procedures to internal and external customers.
- Operate IBM-compatible personal computer, including word processing, spreadsheet, and database software applications.
- Operate specialized software applications related to program area.

**QUALIFICATIONS:**

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

**Experience:**

Five years related professional experience is required; two years of supervisory experience is preferred.

**Education and Training:**

Bachelor of Science degree Urban Planning, Environmental Science, Public Administration, Architecture or a related field is required.

**Licenses or Certificates:**

- Must possess, or have the ability to possess within six months of hire date, a Washington State driver's license.
- American Institute of Certified Planners (AICP) certification desirable.

**PHYSICAL DEMANDS / WORKING CONDITIONS:**

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

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals, i.e. copier toner.

This position generally works in an office where the noise level in the work environment is usually low to moderate. The incumbent will do occasional field work, such as site visits to development sites and critical areas; the noise level here may be moderate to loud.

This position works a regular schedule, however, incumbents may be required to work some evening hours to attend public meetings.

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 2008**

AGENDA ITEM: Authorizing the Mayor to sign an affidavit to amend a contract with Tyler Technologies removing the PostalSoft / Postal Xpress module from the City's support contract.	AGENDA SECTION: Consent	
PREPARED BY: Sandy Langdon, Finance Director Worth Norton, Information Services Manager	AGENDA NUMBER:	
ATTACHMENTS 1. Affidavit 2. 2008 Annual Support Agreement and License Agreement for Munis Software (for reference only) 3. Previous Support Invoice (for reference only)	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 50300090 541000	AMOUNT: (\$1,464.75)	

The City currently has a support contract with Tyler Technologies for the Munis financial software. This contract covers all of the different software modules that the City uses.

Since the City has recently outsourced the printing of the City's utility bills, the City no longer will be using the PostalSoft / Postal Xpress module as a part of the Munis software. By removing this module from the annual support agreement the City will save approximately \$1,464.75.

**RECOMMENDED ACTION:**

City staff recommends that the City Council authorizes the Mayor to sign an affidavit to amend a contract with Tyler Technologies removing the PostalSoft module from the City's support contract.

**COUNCIL ACTION:**

**AFFIDAVIT**

State of Washington

County of Snohomish

Before me this day personally appeared Dennis L. Kendall who being duly sworn, deposes and says:

In regards to the following listed product(s): PostalSoft / Postal Xpress

City of Marysville acknowledges that it no longer will receive software updates, "bug fixes" or telephone support for the listed products.

City of Marysville acknowledges that, if it decides to later utilize the listed products, it must either repurchase the license for the products or remit payment for support fees that would have been due if the products had remained in continual use.

\_\_\_\_\_

Authorized Representative

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Signature of Notary Public: \_\_\_\_\_

Name of Notary Public: \_\_\_\_\_

Notary Public, State of : \_\_\_\_\_

My commission Expires: \_\_\_\_\_

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT  
FOR MUNIS® SOFTWARE**

Invoice to: 9645	City of Marysville	Contact: Sandy Langdon
Address:	Attn: Sandy Langdon 1049 State Avenue Marysville, WA 98270	Telephone: 360.651.5017

This Support and License Agreement (herein "Agreement") is entered into between City of Marysville (Licensee) with its principal place of business at 1049 State Avenue, Marysville, WA and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 9th day of October 2007.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

**I. Term of Agreement**

This Agreement is effective as of 10/09/07 and shall remain in force until 10/08/08 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

**II. Scope of the Agreement**

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of:  City/Town/Village  School  County  Other (This Agreement is limited to only those entities marked.)

**III. Payment**

- Licensee agrees to pay MUNIS \$ 40,474.35, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate\*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

**IV. Covered Products**

This Agreement is limited to the following listed products which are registered for Licensee's AIX 5.1 system.

<b>Application:</b>		<b>Application:</b>	
Accounting/GL/BG/AP	D	Utility Billing	D
Accounts Receivable	D		
Fixed Assets	D		
General Billing	D		
HR Management	B		
Inventory	D		
MUNIS Crystal Reports	D		
MUNIS Office	D		
Payroll	B		
Project & Grant Accounting	D		
Purchase Orders	D		
Requisitions	D		
Tyler Forms – Postal Xpress	D		
Tyler Forms Processing	D		
UB Interface	D		

Licensee: *Dennis Z. Kardell*  
9-10-07  
Date

Tyler Technologies, Inc., MUNIS Division  
*[Signature]*  
Richard E. Peterson, Jr., President  
Date August 15, 2007

\* Current Billable Service Rates are available on request.  
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

<sup>1</sup> Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

**V. Terms and Conditions for Licensing:**

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

**VI. Terms and Conditions for Support:**

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
  - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
  - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
  - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
  - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
  - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
  - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
  - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
  - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
  - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
  - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

**VII. General**

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT  
FOR MUNIS® SOFTWARE**

Invoice to: 9645	City of Marysville	Contact: Sandy Langdon
Address:	Attn: Sandy Langdon 1049 State Avenue Marysville, WA 98270	Telephone: 360.651.5017

This Support and License Agreement (herein "Agreement") is entered into between City of Marysville (Licensee) with its principal place of business at 1049 State Avenue, Marysville, WA and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 9th day of October 2007.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

**I. Term of Agreement**

This Agreement is effective as of 10/09/07 and shall remain in force until 10/08/08 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

**II. Scope of the Agreement**

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of:  City/Town/Village  School  County  Other (This Agreement is limited to only those entities marked.)

**III. Payment**

- Licensee agrees to pay MUNIS \$ 40,474.35, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate\*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

**IV. Covered Products**

This Agreement is limited to the following listed products which are registered for Licensee's AIX 5.1 system.

<b>Application:</b>		<b>Application:</b>	
Accounting/GL/BG/AP	D	Utility Billing	D
Accounts Receivable	D		
Fixed Assets	D		
General Billing	D		
HR Management	B		
Inventory	D		
MUNIS Crystal Reports	D		
MUNIS Office	D		
Payroll	B		
Project & Grant Accounting	D		
Purchase Orders	D		
Requisitions	D		
Tyler Forms - Postal Xpress	D		
Tyler Forms Processing	D		
UB Interface	D		

Licensee<sup>1</sup>  
Dennis Z Kardall  
9-10-07  
Date

Tyler Technologies, Inc., MUNIS Division  
[Signature]  
Richard E. Peterson, Jr., President  
Date August 15, 2007

\* Current Billable Service Rates are available on request.  
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

<sup>1</sup> Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. **Terms and Conditions for Licensing:**

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. **Terms and Conditions for Support:**

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
  - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
  - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
  - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
  - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
  - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
  - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
  - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
  - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
  - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
  - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. **General**

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
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5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

# INVOICE



**Remittance:**

Tyler Technologies, Inc. (FEIN 75-2303920)  
 P.O. Box 678168  
 Dallas, TX 75267-8168

INVOICE NO.	PAGE
113566	1
INVOICE DATE	
8/15/2007	

**Questions:**

Phone: 207-781-2260  
 Toll-free: 1-800-772-2260  
 Fax : 207-781-3585 (Support Dept)  
 Fax : 207-781-2459 (Accounting Dept)

**SOLD TO**

CITY OF MARYSVILLE  
 ATTN: SANDY LANGDON  
 1049 STATE AVENUE  
 MARYSVILLE, WA 98270

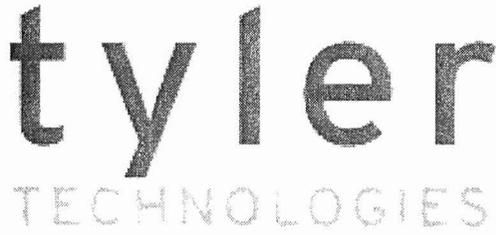
**SHIP TO**

MARYSVILLE, WA  
 ATTN: SANDY LANGDON  
 1049 STATE AVENUE  
 MARYSVILLE, WA 98270

ORDER NO.	CUSTOMER NO.	PURCHASE ORD NO.	TERMS
46,941.00-0.00	9645		Due in 30 days

QUANTITY	DESCRIPTION	UNIT PRICE	UM	NET PRICE
	MUNIS SOFTWARE SUPPORT FOR PERIOD 10/09/07-10/08/08			
1.00	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	9,875.25	EA	\$ 9,875.25
1.00	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	2,079.00	EA	\$ 2,079.00
1.00	SUPPORT & UPDATE LICENSING - FIXED ASSETS	2,268.00	EA	\$ 2,268.00
1.00	SUPPORT & UPDATE LICENSING - GENERAL BILLING	945.00	EA	\$ 945.00
1.00	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1,455.30	EA	\$ 1,455.30
1.00	SUPPORT & UPDATE LICENSING - INVENTORY	2,079.00	EA	\$ 2,079.00
1.00	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	2,454.90	EA	\$ 2,454.90
1.00	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1,606.50	EA	\$ 1,606.50
1.00	SUPPORT & UPDATE LICENSING - PAYROLL	2,192.40	EA	\$ 2,192.40
1.00	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1,890.00	EA	\$ 1,890.00
1.00	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	2,268.00	EA	\$ 2,268.00
1.00	SUPPORT & UPDATE LICENSING - REQUISITIONS	1,890.00	EA	\$ 1,890.00
1.00	TYLER POSTAL XPRESS SUPPORT	1,464.75	EA	\$ 1,464.75
1.00	TYLER FORM PROCESSING SUPPORT	2,100.00	EA	\$ 2,100.00
1.00	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1,559.25	EA	\$ 1,559.25
1.00	SUPPORT & UPDATE LICENSING - UTILITY BILLING	4,347.00	EA	\$ 4,347.00

# INVOICE



## Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920)  
P.O. Box 678168  
Dallas, TX 75267-8168

## Questions:

Phone: 207-781-2260  
Toll-free: 1-800-772-2260  
Fax : 207-781-3585 (Support Dept)  
Fax : 207-781-2459 (Accounting Dept)

INVOICE NO.	PAGE
113566	2
INVOICE DATE	
8/15/2007	

SOLD TO

SHIP TO

COMMENTS:

**ALL payments**  
**must be sent to the remittance**  
**address shown above.**

SALE AMOUNT

\$40,474.35

SALES TAX

3,602.22

TOTAL

\$44,076.57

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: May 27, 2008

AGENDA ITEM: Contract Award: Jennings's Park Lot Overlay	AGENDA SECTION: Review Bids	
PREPARED BY: Jeff Laycock, Associate Transportation Engineer II	AGENDA NUMBER:	
ATTACHMENTS:  <ul style="list-style-type: none"> <li>• Certified Bid Tabulation</li> <li>• Vicinity Map Exhibit</li> </ul>	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 31000076.563000, P0804 31000076.563000. P0802		

This project is to construct a 1.5-inch pavement overlay and restripe the parking lot at the West entrance of Jennings's Park.

Original estimates provided in 2007 have increased and funds dedicated for the East parking lot of Jennings Park will need to be allocated to this project for 2008.

Staff advertised the project on May 1, 2008 by soliciting bids from the Small Works Roster.

Bid opening was May 15, 2008. Eight (8) bids were received as shown on the attached bid tabulation. The low bidder was Northwest Asphalt, Inc. The contractor is verified on the City's Small Works Roster. Their references have also been reviewed. Staff recommends proceeding with construction.

Contract Bid (Includes Sales Tax):	\$41,919
<u>Management Reserve:</u>	<u>\$4,000</u>
Total:	\$45,919

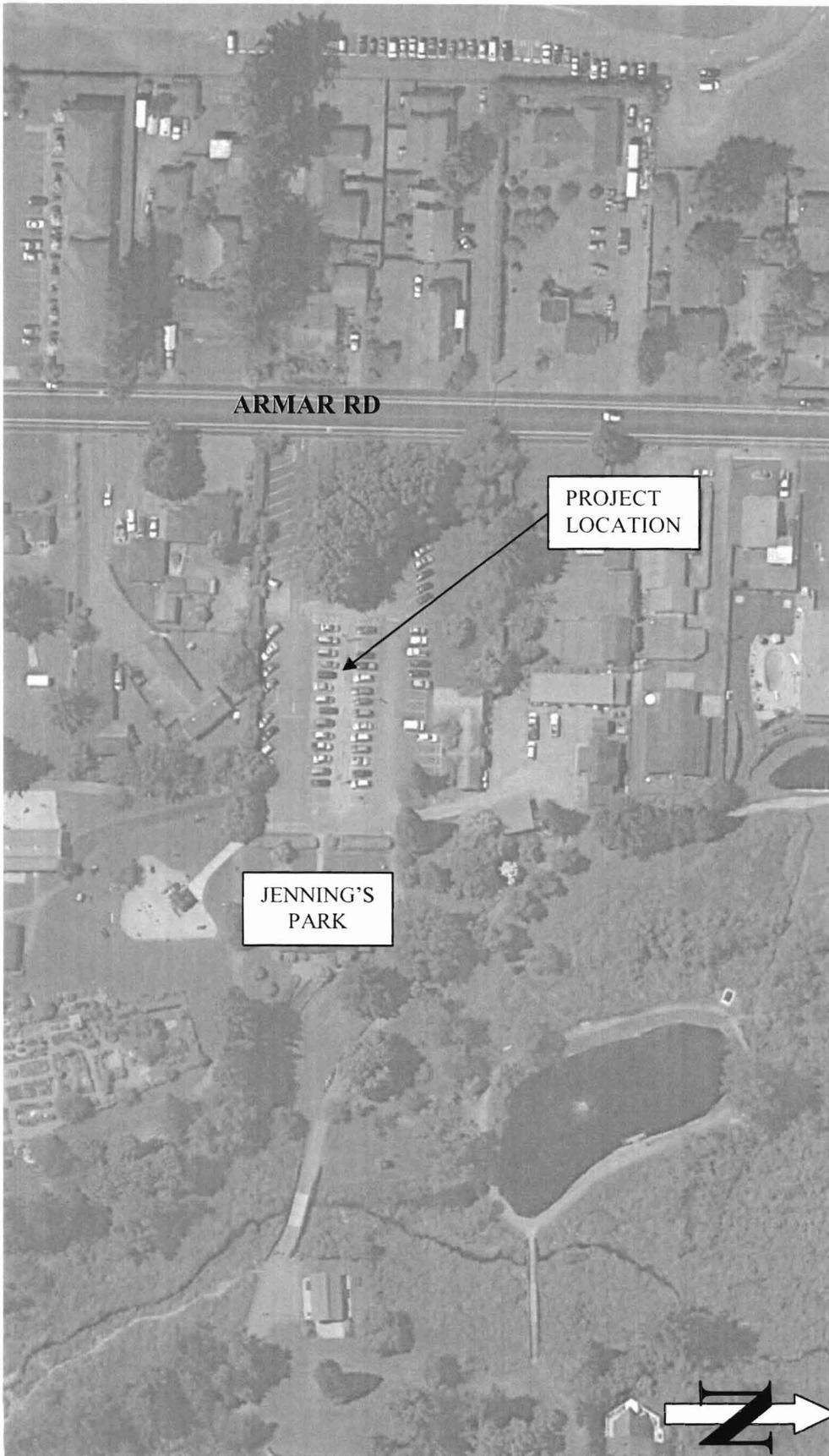
RECOMMENDED ACTION:

**Public Works and Parks Staff recommends the City Council authorize the Mayor to award the bid for the Jennings's Park Lot Overlay project to Northwest Asphalt, Inc. in the amount of \$41,919 including Washington State Sales Tax and approve a management reserve of \$4,000 for a total allocation of \$45,919.**

COUNCIL ACTION:

--

**VICINITY MAP EXHIBIT**





**P0804 - JENNING'S PARK LOT OVERLAY  
CERTIFIED BID TAB**



LOW BIDDER

ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Northwest Asphalt		Northshore Paving		Quilceda Paving		Lakeridge Paving	
				UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1	Mobilization (8%)	1	LS	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$1,240.00	\$1,240.00	\$3,100.00	\$3,100.00	\$3,758.00	\$3,758.00
2	Planing Bituminous Pavement	75	SY	\$5.00	\$375.00	\$50.00	\$3,750.00	\$39.78	\$2,983.50	\$32.00	\$2,400.00	\$64.54	\$4,840.50
3	HMA CL. 1/2", PG 64-22	365	TON	\$90.00	\$32,850.00	\$86.00	\$31,390.00	\$87.90	\$32,083.50	\$84.50	\$30,842.50	\$92.00	\$33,580.00
4	Painted Access Parking Symbol	4	EA	\$100.00	\$400.00	\$45.00	\$180.00	\$81.38	\$325.52	\$100.00	\$400.00	\$30.00	\$120.00
5	Painted Traffic Arrow	4	EA	\$45.00	\$180.00	\$35.00	\$140.00	\$21.70	\$86.80	\$100.00	\$400.00	\$20.00	\$80.00
6	Paint Line	3,630	LF	\$1.00	\$3,630.00	\$0.40	\$1,452.00	\$0.50	\$1,815.00	\$0.35	\$1,270.50	\$0.30	\$1,089.00
7A	Stamped Asphalt Pavement	20	SY	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$174.00	\$3,480.00	\$225.00	\$4,500.00	\$40.00	\$800.00
7B	Stamped Concrete	20	SY	\$100.00	\$2,000.00	\$170.00	\$3,400.00	\$305.97	\$6,119.40	\$180.00	\$3,600.00	\$195.00	\$3,900.00
<b>TOTAL AMOUNT W/7A</b>					\$42,435.00		\$41,912.00		\$42,014.32		\$42,913.00		\$44,267.50
<b>TOTAL AMOUNT W/7B</b>					\$42,435.00		\$42,312.00		\$44,653.72		\$42,013.00		\$47,367.50

ITEM	DESCRIPTION	QUANTITY	UNITS	Lakeridge Paving		Wilder Construction		Fidalgo Paving		Cemex		AA Asphaltting	
				UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1	Mobilization (8%)	1	LS	\$3,758.00	\$3,758.00	\$2,000.00	\$2,000.00	\$3,700.00	\$3,700.00	\$5,700.00	\$5,700.00	\$2,683.30	\$2,683.30
2	Planing Bituminous Pavement	75	SY	\$64.54	\$4,840.50	\$28.50	\$2,137.50	\$55.00	\$4,125.00	\$77.00	\$5,775.00	\$68.00	\$5,100.00
3	HMA CL. 1/2", PG 64-22	365	TON	\$92.00	\$33,580.00	\$100.00	\$36,500.00	\$105.00	\$38,325.00	\$93.00	\$33,945.00	\$130.00	\$47,450.00
4	Painted Access Parking Symbol	4	EA	\$30.00	\$120.00	\$66.50	\$266.00	\$60.00	\$240.00	\$102.00	\$408.00	\$54.00	\$216.00
5	Painted Traffic Arrow	4	EA	\$20.00	\$80.00	\$21.00	\$84.00	\$30.00	\$120.00	\$90.00	\$360.00	\$27.00	\$108.00
6	Paint Line	3,630	LF	\$0.30	\$1,089.00	\$0.45	\$1,633.50	\$0.30	\$1,089.00	\$0.60	\$2,178.00	\$0.69	\$2,504.70
7A	Stamped Asphalt Pavement	20	SY	\$40.00	\$800.00	\$230.30	\$4,606.00	\$195.00	\$3,900.00	\$265.00	\$5,300.00	\$185.50	\$3,710.00
7B	Stamped Concrete	20	SY	\$195.00	\$3,900.00	\$251.50	\$5,030.00	\$190.00	\$3,800.00	\$420.00	\$8,400.00	\$286.00	\$5,720.00
<b>TOTAL AMOUNT W/7A</b>					\$44,267.50		\$47,227.00		\$51,499.00		\$53,666.00		\$61,772.00
<b>TOTAL AMOUNT W/7B</b>					\$47,367.50		\$47,651.00		\$51,399.00		\$56,766.00		\$63,782.00

- ★ Math Error Corrected
- ✘ Did Not Acknowledge All Addendums

NOTE: We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 2008**

<b>AGENDA ITEM:</b> Independent Contractor Caretaker Agreement and Lease Agreement with Jack and Malinda Perkins for Jennings Memorial Park	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Jim Ballew – Director of Parks and Recreation	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Caretaker Agreement Lease Agreement	<b>APPROVED BY:</b> J. Ballew	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The Jennings Memorial Park Caretaker position has become vacant due to the transfer of the current Caretakers, Matt and Sabra Edgerton to the Strawberry Fields Park site. Sixteen letters of interest were received and staff is recommending Mr. Jack and Mrs. Malinda Perkins for the position. The candidates meet all qualifications of the position which require residence in the Caretaker house within Jennings Memorial Park and other duties as an Independent Contractor. Mr. and Mrs. Perkins will take residence in June of 2008 pending Council approval of the Caretaker Agreement and Lease Agreement.

<b>RECOMMENDED ACTION:</b> Staff recommends the City Council authorize the Mayor to sign the Independent Contractor and Lease Agreement with Jack and Malinda Perkins of Marysville for the Caretaker position at Jennings Memorial Park.
<b>COUNCIL ACTION:</b>

## AGREEMENT FOR CARETAKER SERVICES

THIS AGREEMENT is made and entered into this 2nd day of June, 2008, by and between THE CITY OF MARYSVILLE, WASHINGTON, a municipal corporation, herein referred to as "City," and JACK A. PERKINS and MALINDA M. PERKINS, an individual independent contractor herein referred to as "Contractor."

### WITNESSETH:

WHEREAS, the City is a municipal corporation which is engaged in the area of parks and recreation; and

WHEREAS, Contractor is an individual who has expertise and is qualified in the area of performing services as a caretaker and is capable of providing such services to the City; and

WHEREAS, the parties hereto being desirous of having certain services available from each other; NOW, THEREFORE,

For and in consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. SERVICES. Commencing June 15, 2008, Contractor agrees to perform the following services and related work as necessary and under the terms and conditions as hereinafter set forth.

See attached Scope of Work, which is incorporated herein as EXHIBIT A.

2. COMPENSATION. The City agrees to compensate Contractor for services rendered by providing the residence and appurtenances located in Jennings Park, more particularly described as 6915 Armar Road, Building C, Marysville, Washington 98270, without rent pursuant to the Lease Agreement entered into between the parties, which is attached hereto as EXHIBIT B. For purposes of this agreement, the value of the leasehold interest is agreed to be \$850.00 per month. The City shall also pay all electric and water utility bills for the premises, and shall keep the same in current status. The City will provide one City-owned phone for business purposes only. Caretaker is to furnish and install a separate telephone line for personal use.

AGREEMENT FOR CARETAKER SERVICES - 1

G:mv/M-08-059/jennings.perkins

3. EQUIPMENT/TOOLS. From time to time the City may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment, supplies or materials provided by the City or third parties.

4. EMPLOYMENT OF THIRD PARTIES. The City is contracting for the special services of the Contractor, and as such, the Contractor shall not subcontract or employ other persons to perform the caretaking services, without the specific written authorization of the City.

5. INDEPENDENT CONTRACTOR. This Service Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of the City. Neither party to this Service Agreement is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.

6. EMPLOYEE BENEFITS/WITHHOLDING. Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for himself.

7. RECORDS. Contractor shall keep such books and records as are necessary for general reporting and business purposes and shall provide copies to the City upon request. It shall also be the Contractor's sole responsibility to keep all books and records required by law for the reporting of wages and hours. Contractor shall provide copies of such books and records to the City upon request.

8. TERMINATION. Either party may terminate this Agreement by giving at least 30 days' written notice of intent to terminate. Upon the termination of this Agreement for any reason, Contractor agrees to remove all tools, equipment, furniture, personal property, and other materials owned by Contractor from the leased premises and Contractor further agrees to deliver and return to the City any and all equipment and materials belonging to the City in the custody or control of Contractor.

9. LITIGATION. In the event of any litigation involving the rights or obligations of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

10. INTERPRETATION. This Agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

AGREEMENT FOR CARETAKER SERVICES - 2

G:\mv\M-08-059\jennings.perkins

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

CITY OF MARYSVILLE

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

ATTEST:

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

APPROVED AS TO FORM:

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

Contractor:

By \_\_\_\_\_  
JACK A. PERKINS

By \_\_\_\_\_  
MALINDA M. PERKINS

# EXHIBIT A

## Addendum to Agreement

### SCOPE OF WORK

Contract Title: Caretaker

Location: Jennings Memorial/ Nature Park

#### Contract Purpose

Provide daily custodial and evening security duties related to designated park properties within the Marysville Parks and Recreation Department. Contractor will also provide open and closing services for respective facilities within the Jennings Memorial and Nature Park(s).

#### Reporting Relationships

Reports to the Director of Parks and Recreation and/ or Parks Maintenance Manager as well administrative support personnel.

#### Scope of Work

1. Secures park gates and restrooms each evening in the following City park facilities:  
Jennings Memorial Park- Front drive and ballfield gates and restrooms.  
Jennings Nature Park front gate and restrooms.  
Comeford Park Restrooms  
Ebey Waterfront Park Restrooms  
Marysville Skatepark gates.
2. Secures Centennial Pavilion and Ballfield Barbecue Shelter power and water systems, and empties water reservoir tank when utilized.
3. Cleans and secures the public restrooms in Jennings Nature Park and Ebey Waterfront Park restrooms each evening. Secures Jennings Memorial and Comeford Park Restrooms each evening.
4. Daily Cleaning Requirements Include:  
Refurbishes paper supplies in each restroom stall.  
Empty trash and replace liners.  
Maintain soap dispenser levels.  
Sanitize and wipe and clean all floors, sink counter surfaces, toilets and urinals in each facility. Clean ashtrays and transport trash to city dumpster(s).  
Clean all drinking fountains on site.  
Floors in Jennings Memorial Park Barn are to be swept and mopped on a daily basis.

AGREEMENT FOR CARETAKER SERVICES - 4

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Maintain cleanliness throughout Jennings Barn including monthly dusting and window cleaning.

5. Report all facility repair needs to Parks Maintenance Manager in writing.
6. Report any and all suspicious activities to on site staff or Marysville Police Department.
7. Meet and provide access to all park facility rentals as scheduled by Parks and Recreation Department staff. Check-in and checkout all renters with inspection of each facility utilized. Secure each facility after each use.

#### Requirements and Qualifications

1. Must have the physical ability to perform all duties described.
2. Must have the ability to read and speak English.
3. Must have a valid Washington State Drivers License and Automobile Insurance.
4. Must maintain good customer service.

#### Special Requirements and Compensation

1. Must live on park property in housing leased by the City of Marysville Parks and Recreation Department.
2. Housing is provided to Caretaker in lieu of monetary compensation for services rendered.
3. City will pay all utilities including water, sewer and garbage. City will provide one (1) business phone for City business and public inquiry. Caretakers are required to have an additional telephone line installed at their own expense (cell phone is acceptable).
4. Caretaker is to provide exterior landscape maintenance for improvements surrounding the leased residence.
5. Caretaker is to notify Director of Parks and Recreation to arrange for any short term or extended leave of absence from residence and or/duties. Caretaker is to provide approved substitute individuals upon request for leave. Substitute must provide their own transportation at all times.
6. City reserves the right to change open and closing schedules and duties of similar nature within the scope of work, provided additional facilities are developed and or renovated.

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## EXHIBIT B

### LEASE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_day of \_\_\_\_\_ 2008, by and between the CITY OF MARYSVILLE, a municipal corporation, hereinafter designated the "Lessor", and JACK A. PERKINS and MALINDA M. PERKINS, hereinafter designated the "Lessee".

#### WITNESSETH:

Lessor does by these presents lease and demise unto Lessee the following described real estate and premises situate in the City of Marysville, County of Snohomish, State of Washington, to wit:

The residence and appurtenances located in Jennings Park and more particularly described as 6915 Armar Road, Building "C" Marysville, WA 98270

PROVIDED that this lease shall apply to the residence situated upon the subject property. Lessor reserves the right to use the outbuildings situated upon the property. Lessor shall have access to the yard at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

1. The term for said lease shall be from month to month, commencing on the 15th day of June, 2008.
2. The value of the leasehold interest is agreed to be EIGHT HUNDERED FIFTY AND NO/100THS DOLLARS (\$850.00) per month. The Lessor shall be compensated for this value in the following manner:

The Lessee(s), JACK A. PERKINS and MALINDA M. PERKINS, shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate Contract for Caretaker Services between the CITY OF MARYSVILLE and Lessee, attached hereto as EXHIBIT A. It is understood and agreed that the Lessee will not be obligated to pay the City the monthly rental for the premises in question for any month during which the Lessee has fully performed pursuant to the terms complied with the terms of this agreement.

3. All interior maintenance of the premises shall be performed by the Lessee. Lessor shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the premises. Lessor shall provide yard pruning services at lease once every

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three months during the growing season. Lessee shall provide all services identified within the scope of work within the Contract for Caretaker Services as needed.

4. Lessor and Lessor's agents and employees shall have the right to access to the premises for the purposes of:
  - (a) Inspection;
  - (b) Maintenance, yard work, repairs, alterations or improvements;
  - (c) Display of the premises to prospective or actual workers or contractors;

Whenever practical, Lessor shall give Lessee advance notice of Lessor's intent to enter the property. Lessor shall not alter the property or home in any way so as to make the home uninhabitable by lessee.

5. **LEAD-BASED PAINT:** The subject residence was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD). Lessee has received a copy of *Protect Your Family from Lead in Your Home* and has reviewed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." Lessee hereby waives inspection of the premises for lead hazards. Lessee hereby agrees to hold the Lessor harmless from any claims of Lessee, or Lessee's agents, guests or invitees, arising from lead hazards upon the subject property.
6. Lessee agrees that the premises will be used as the residence for Lessee only. Lessee agrees not to let or sublet the whole or any part of the premises nor assign this lease, or any interest therein. Lessee agrees not to operate any retail or service-oriented business within the residence or property described.
7. Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold Lessor liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.
8. Lessee shall maintain casualty insurance coverage for Lessee's personal property located at the premises and shall maintain public liability insurance for injuries to persons or property in at least the amount of \$500,000.00. Lessor shall provide hazard insurance for the improvements situated on the lease premises and shall also provide public liability insurance.

Lessor shall pay the real estate taxes for the lease premises.

Lessor shall pay all charges for utilities supplied to the residence including, but not limited to, electricity, water and garbage. The Lessor maintains telephone service to the residence. The Lessee will pay for all long distance telephone calls. The Lessor will invoice the Lessee for all charges each month. The Lessee is expected to make payments within 30 days of the invoice date.

9. It is agreed that if default should occur on any of the conditions herein contained, or in the Contract for Caretaker Services, then it shall be lawful for the Lessor to re-enter said premises and remove all persons and property therefrom.
10. This lease agreement may be terminated prior to the end of the lease term by Lessee giving thirty (30) days' written notice to the City. This lease shall automatically terminate in the event the Lessee ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or early termination of this lease, the Lessee will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear and damage by the elements or fire excepted).
10. **SECURITY DEPOSIT:** Lessee has deposited the sum of \$250.00 receipt of which is hereby acknowledged, which sum shall be deposited by Lessor in a trust account with Bank of America, Marysville Branch, whose address is 415 State, Marysville, WA 98270. All or a portion of such deposit may be retained by Lessor and a refund of any portion of such deposit is conditioned as follows:
  - (a) Lessee shall fully perform its obligations hereunder;
  - (b) Lessee shall clean and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear;
  - (c) Lessee shall have remedied or repaired any damage to the premises;
  - (d) Lessee shall surrender to Landlord the keys to the premises.

Any refund from security deposit, as by itemized statement shown to be due to Lessee, shall be returned to Lessee within 14 days after the termination of the tenancy and vacation of the premises. Lessor may apply the security deposit to the payment of any sums owing to Lessor in connection with this lease including, but not limited to, unpaid rent, tenant damage to the lease premises, normal wear and tear resulting from ordinary use of the premises excepted, Lessor's attorney's fees and costs in enforcing this lease, and payment of any judgment obtained by Lessor in connection with the enforcement of this lease or the eviction of Lessee; provided that nothing herein shall be construed as requiring Lessor to apply the security deposit to payment of any such judgment.

NONREFUNDABLE FEES: The sum of \$100.00 is paid to Lessor herein and shall be retained by Lessor as a nonrefundable fee for cleaning, and is in addition to the security and damage deposit, and not a part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Lessee:**

\_\_\_\_\_  
JACK A. PERKINS, Caretaker

\_\_\_\_\_  
MALINDA M. PERKINS, Caretaker

**CITY OF MARYSVILLE, Lessor**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**STATEMENT OF CONDITION AND CLEANLINESS AND  
EXISTING DAMAGE TO PREMISES AND FURNISHINGS**

The premises contain the following defects, damages, and physical conditions at the commencement of the tenant's occupancy, and its state of cleanliness is as follows:

1. Walls:
  
2. Floors:
  
3. Countertops:
  
4. Carpets:
  
5. Drapes:
  
6. Windows:
  
7. Doors:
  
8. Furniture:
  
9. Appliances:
  
10. Plumbing, Heating, Electrical:
  
11. Yard, Plants, Shrubbery:
  
12. Other:

CITY OF MARYSVILLE, Lessor

By \_\_\_\_\_  
Date

\_\_\_\_\_  
JACK A. PERKINS, Lessee Date

\_\_\_\_\_  
MALINDA M. PERKINS, Lessee Date

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment** (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment** (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 27, 2008**

<b>AGENDA ITEM:</b> Independent Contractor Caretaker Agreement and Lease Agreement with Matt and Sabra Edgerton for Strawberry Fields Park	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Jim Ballew – Director of Parks and Recreation	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Caretaker Agreement Lease Agreement	<b>APPROVED BY:</b> J. Ballew	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The Strawberry Fields Caretaker position has been vacated by Independent Contractors Justin and Amy Palitz after two years. The current Jennings Memorial Park Caretakers, Matt and Sabra Edgerton have agreed to accept the Strawberry Fields Park Caretaker position and agree to relocate to the site. The Edgerton’s have been excellent Independent Contractors in the Caretaker position and will represent the City well on the Strawberry Field site. The Edgerton’s will take residence in June of 2008 pending Council approval of the new Caretaker Agreement and Lease Agreement.

<b>RECOMMENDED ACTION:</b> Staff recommends the City Council authorize the Mayor to sign the Independent Contractor and Lease Agreement with Matt and Sabra Edgerton of Marysville for the Caretaker position at Strawberry Fields Park.
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<b>COUNCIL ACTION:</b>
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## AGREEMENT FOR CARETAKER SERVICES

THIS AGREEMENT is made and entered into this 2nd day of June, 2008, by and between THE CITY OF MARYSVILLE, WASHINGTON, a municipal corporation, herein referred to as "City," and MATTHEW EDGERTON and SABRA EDGERTON, an individual independent contractor herein referred to as "Contractor."

### WITNESSETH:

WHEREAS, the City is a municipal corporation which is engaged in the area of parks and recreation; and

WHEREAS, Contractor is an individual who has expertise and is qualified in the area of performing services as a caretaker and is capable of providing such services to the City; and

WHEREAS, the parties hereto being desirous of having certain services available from each other; NOW, THEREFORE,

For and in consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. **SERVICES.** Commencing June 15, 2008, Contractor agrees to perform the following services and related work as necessary and under the terms and conditions as hereinafter set forth.

See attached Scope of Work, which is incorporated herein as  
**EXHIBIT A.**

This caretaker contract shall be for the term of the **EXHIBIT B** lease. Upon termination of said lease for any reason, this contract shall terminate.

2. **COMPENSATION.** The City agrees to compensate Contractor for services rendered by a credit of a portion of the rent for the residence and appurtenances located at 6301 – 152<sup>nd</sup> Street NE, Marysville, WA, pursuant to the Lease Agreement entered into between the parties, which is attached hereto as EXHIBIT B. For purposes of this agreement, the value of the rent credit is agreed to be \$1,000.00 per month.

AGREEMENT FOR CARETAKER SERVICES - 1

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3. EQUIPMENT/TOOLS. From time to time the City may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment, supplies or materials provided by the City or third parties.

4. EMPLOYMENT OF THIRD PARTIES. The City is contracting for the special services of the Contractor, and as such, the Contractor shall not subcontract or employ other persons to perform the caretaking services, without the specific written authorization of the City.

5. INDEPENDENT CONTRACTOR. This Service Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of the City. Neither party to this Service Agreement is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.

6. EMPLOYEE BENEFITS/WITHHOLDING. Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for himself.

7. RECORDS. Contractor shall keep such books and records as are necessary for general reporting and business purposes and shall provide copies to the City upon request. It shall also be the Contractor's sole responsibility to keep all books and records required by law for the reporting of wages and hours. Contractor shall provide copies of such books and records to the City upon request.

8. TERMINATION. Either party may terminate this Agreement by giving at least 30 days' written notice of intent to terminate. Upon the termination of this Agreement for any reason, Contractor agrees to remove all tools, equipment, furniture, personal property, and other materials owned by Contractor from the leased premises and Contractor further agrees to deliver and return to the City any and all equipment and materials belonging to the City in the custody or control of Contractor.

9. LITIGATION. In the event of any litigation involving the rights or obligations of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

10. INTERPRETATION. This Agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

AGREEMENT FOR CARETAKER SERVICES - 2

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

CITY OF MARYSVILLE

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

ATTEST:

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

APPROVED AS TO FORM:

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

Contractor:

By \_\_\_\_\_  
MATTHEW EDGERTON

By \_\_\_\_\_  
SABRA EDGERTON

AGREEMENT FOR CARETAKER SERVICES - 3

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## EXHIBIT A

### Addendum to Agreement

#### SCOPE OF WORK

Contract Title: Caretaker

Location: Strawberry Fields Athletic/Recreation Park located at 6301 – 152<sup>nd</sup> Street NE, Marysville, Washington, and the adjacent residence located at 6302 – 152<sup>nd</sup> Street NE, Marysville, Washington.

Reporting Relationships: Reports to the Director of Parks and Recreation and/ or Parks Maintenance Manager as well administrative support personnel.

#### Scope of Work:

1. Inspect facilities daily and advise Parks and Recreation Director of any repairs needed to facilities.
2. Open and secure facilities daily on a seven-day-per-week schedule. Caretaker shall open gates at dawn and lock gates at dusk if gates are installed upon the premises. Caretaker shall be on site upon conclusion of all scheduled activities and remain on site when gates are secured.
3. Clean the park restrooms each day utilizing cleaning supplies provided by the City.
4. Empty trash/refuse receptacles into the dumpster provided by City.
5. Protect the park from vandal damage by reporting activities to law enforcement agencies.
6. Report any and all suspicious activities to on site staff or Marysville Police Department.

#### Requirements and Qualifications: Caretaker must:

1. Have the physical ability to perform all duties described.
2. Have the ability to read and speak English.
3. Have a valid Washington State Drivers License and Automobile Insurance.
4. Maintain good customer service.

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## Special Requirements and Compensation

1. Caretaker must live adjacent to park property in housing leased from the City of Marysville Parks and Recreation Department.
2. The property at 6302 – 152<sup>nd</sup> Street NE, Marysville, Washington, is leased to Caretaker at a rent which is lower than market value in lieu of monetary compensation for services rendered.
3. Caretaker is to provide exterior landscape maintenance for improvements surrounding the leased residence.
4. Caretaker is to notify Director of Parks and Recreation to arrange for any short term or extended leave of absence from residence and or/duties. Caretaker is to provide approved substitute individuals upon request for leave. Substitute must provide their own transportation at all times.
5. City reserves the right to change open and closing schedules and duties of similar nature within the scope of work, provided additional facilities are developed and or renovated.

## EXHIBIT B

### LEASE AGREEMENT

THIS AGREEMENT is entered into this 2<sup>nd</sup> day of June, 2008, by and between the CITY OF MARYSVILLE, a municipal corporation, hereinafter designated the "Lessor", and MATTHEW EDGERTON and SABRA EDGERTON, hereinafter designated the "Lessee".

#### WITNESSETH:

Lessor does by these presents lease and demise unto Lessee the following described real estate and premises situate in the City of Marysville, County of Snohomish, State of Washington, to wit:

Portion of Section 34, Township 31 North, Range 5 East, W.M., described as follows:

Beginning 15 feet South of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34, Township 31 North, Range 5 East, W.M.; Thence West for 1221 feet to the True Point of Beginning; Thence continue West for 125 feet; Thence South for 217 feet; Thence East for 125 feet; Thence North for 217 feet to the True Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Street address: 6302 - 152nd St., NE, Marysville, WA.

PROVIDED that this lease shall apply to the residence situated upon the subject property. Lessor reserves the right to use the outbuildings situated upon the property. Lessor shall have access to the yard at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

1. The term for said lease shall be from month to month, commencing on the 15th day of June, 2008.
2. The market value of the leasehold interest is agreed to be ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) per month. The Lessor shall be compensated for this value in the following manner:

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Lessee shall pay cash rent in the amount of \$450.00 per month for the above premises, payable in advance on or before the first day of each month of the lease term. Rents not received by Lessor on or before the 5<sup>th</sup> day of each month shall include a 5% late fee, which will constitute additional rent hereunder. In addition Lessee shall pay leasehold excise tax to Lessor in the amount of 12.84% of the rent obligation, for a total of \$507.78.

In payment of the balance of the market value of the leasehold interest, Lessees MATTHEW EDGERTON and SABRA EDGERTON shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate **Contract for Caretaker Services** between the CITY OF MARYSVILLE and Lessee, attached hereto.

Lessee shall be obligated to pay the balance of market value monthly rent to Lessor in the sum of \$550.00 per month for the premises in question for any month during which the Lessee has not fully performed pursuant to the terms of the **Contract for Caretaker Services** between the parties or has not fully complied with the terms of this agreement. PROVIDED, Lessee shall pay Lessor rent from June 15, 2008 through June 30, 2008 in the sum of \$240.00, together with 12.84% leasehold excise tax, for a total of \$270.81, prior to commencement of this lease.

3. All interior maintenance of the premises shall be performed by the Lessee. Lessor shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the premises. Lessor shall provide yard pruning services at lease once every three months during the growing season. Lessee shall provide all services identified within the scope of work within the Contract for Caretaker Services as needed.
4. Lessor and Lessor's agents and employees shall have the right to access to the premises for the purposes of:
  - (a) Inspection;
  - (b) Maintenance, yard work, repairs, alterations or improvements;
  - (c) Display of the premises to prospective or actual workers or contractors;

Whenever practical, Lessor shall give Lessee advance notice of Lessor's intent to enter the property. Lessor shall not alter the property or home in any way so as to make the home uninhabitable by lessee.

5. **LEAD-BASED PAINT:** The subject residence was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency (EPA) and the Department of Housing and Urban Development

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(HUD). Lessee has received a copy of *Protect Your Family from Lead in Your Home* and has reviewed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." Lessee hereby waives inspection of the premises for lead hazards. Lessee hereby agrees to hold the Lessor harmless from any claims of Lessee, or Lessee's agents, guests or invitees, arising from lead hazards upon the subject property.

6. Lessee agrees that the premises will be used as the residence for Lessee only. Lessee agrees not to let or sublet the whole or any part of the premises nor assign this lease or any interest therein. Lessee agrees not to operate any retail or service-oriented business within the residence or property described.
7. Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold Lessor liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.
8. Lessee shall maintain casualty insurance coverage for Lessee's personal property located at the premises and shall maintain public liability insurance for injuries to persons or property in at least the amount of \$500,000.00. Lessor shall provide hazard insurance for the improvements situated on the lease premises and shall also provide public liability insurance.

Lessor shall pay the real estate taxes for the lease premises.

Lessee shall pay all charges for utilities supplied to the residence including, but not limited to, electricity, water, telephone and garbage.

9. It is agreed that if default should occur on any of the conditions herein contained, or in the Contract for Caretaker Services, then it shall be lawful for the Lessor to re-enter said premises and remove all persons and property therefrom.
10. This lease agreement may be terminated prior to the end of the lease term by Lessee giving thirty (30) days' written notice to the City. This lease shall automatically terminate in the event the Lessee ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or early termination of this lease, the Lessee will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear and damage by the elements or fire excepted).
10. **SECURITY DEPOSIT:** Lessee has deposited the sum of \$250.00 receipt of which is hereby acknowledged, which sum shall be deposited by Lessor in a trust account with Bank of America, Marysville Branch, whose address is 415 State, Marysville, WA

98270. All or a portion of such deposit may be retained by Lessor and a refund of any portion of such deposit is conditioned as follows:

- (a) Lessee shall fully perform its obligations hereunder;
- (b) Lessee shall clean and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear;
- (c) Lessee shall have remedied or repaired any damage to the premises;
- (d) Lessee shall surrender to Landlord the keys to the premises.

Any refund from security deposit, as by itemized statement shown to be due to Lessee, shall be returned to Lessee within 14 days after the termination of the tenancy and vacation of the premises. Lessor may apply the security deposit to the payment of any sums owing to Lessor in connection with this lease including, but not limited to, unpaid rent, tenant damage to the lease premises, normal wear and tear resulting from ordinary use of the premises excepted, Lessor's attorney's fees and costs in enforcing this lease, and payment of any judgment obtained by Lessor in connection with the enforcement of this lease or the eviction of Lessee; provided that nothing herein shall be construed as requiring Lessor to apply the security deposit to payment of any such judgment.

**NONREFUNDABLE FEES:** The sum of \$150.00 is paid to Lessor herein and shall be retained by Lessor as a nonrefundable fee for cleaning, and is in addition to the security and damage deposit, and not a part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Lessee:**

\_\_\_\_\_  
MATTHEW EDGERTON, Caretaker

\_\_\_\_\_  
SABRA EDGERTON, Caretaker

**CITY OF MARYSVILLE, Lessor**

\_\_\_\_\_  
AGREEMENT FOR CARETAKER SERVICES - 9

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DENNIS L. KENDALL, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**STATEMENT OF CONDITION AND CLEANLINESS AND  
EXISTING DAMAGE TO PREMISES AND FURNISHINGS**

The premises contain the following defects, damages, and physical conditions at the commencement of the tenant's occupancy, and its state of cleanliness is as follows:

1. Walls:
2. Floors:
3. Countertops:
4. Carpets:
5. Drapes:
6. Windows:
7. Doors:
8. Furniture:
9. Appliances:
10. Plumbing, Heating, Electrical:
11. Yard, Plants, Shrubbery:
12. Other:

CITY OF MARYSVILLE, Lessor

By \_\_\_\_\_  
Date

Date

\_\_\_\_\_  
MATTHEW EDGERTON, Lessee

\_\_\_\_\_  
SABRA EDGERTON, Lessee Date

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment** (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment** (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

CITY OF MARYSVILLE

Marysville, Washington

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

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING PORTIONS OF CHAPTER 9.20 FIREWORKS OF THE MARYSVILLE MUNICIPAL CODE RELATING TO RCW UPDATES, PENALTIES; AND PROVIDING FOR SEVERABILITY.

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

**Section 1. Marysville Muncpal Code Chapter 9.20 is amended to read as follows:**

**Chapter 9.20  
FIREWORKS**

Sections:

- [9.20.010](#) State statutes adopted.
- [9.20.015](#) Additional definitions.
- [9.20.020](#) Date and time limits for sale or discharge of consumer fireworks.
- [9.20.070](#) Permit procedure.
- [9.20.080](#) Action by city council.
- [9.20.090](#) Issuance of – Nontransferable.
- [9.20.110](#) Operation of fireworks stands.
- [9.20.120](#) Temporary fireworks stand specifications.
- [9.20.125](#) Enforcement – Revocation of permit.
- [9.20.130](#) Penalties for violations.

**9.20.010 State statutes adopted.**

The following sections of the State Fireworks Law (Chapter 70.77 RCW) are adopted by reference, including any amendments to the same which may hereafter be enacted by the state of Washington:

RCW

- 70.77.126 Definition of “fireworks.”
- 70.77.131 Definition of “display fireworks.”
- 70.77.136 Definition of “consumer fireworks.”
- [70.77.138 Definition of “articles pyrotechnic.”](#)
- 70.77.141 Definition of “agricultural and wildlife fireworks.”
- 70.77.146 Definition of “special effects.”
- 70.77.160 Definition of “public display of fireworks.”
- 70.77.165 Definition of “fire nuisance.”

70.77.180 Definition of “permit.”  
 70.77.190 Definition of “person.”  
 70.77.205 Definition of “manufacturer.”  
 70.77.210 Definition of “wholesaler.”  
 70.77.215 Definition of “retailer.”  
 70.77.230 Definition of “pyrotechnic operator.”  
 70.77.255 Acts prohibited without a license.  
 70.77.285 Public display permit – Bond.  
 70.77.290 Public display permit.  
 70.77.295 Public display permit – Amount of bond.  
 70.77.311 Exemptions from licensing.  
 70.77.335 License authorizes activities of salesmen, employees.  
 70.77.405 Authorized sales of toy caps, tricks, novelties.  
 70.77.410 Public displays not to be hazardous.  
 70.77.415 Supervision of public displays.  
 70.77.420 Storage permit required.  
 70.77.425 Approved storage facilities required.  
 70.77.430 Sale of stock after revocation or expiration of license.  
 70.77.450 Examination, inspection of books and premises.  
 70.77.480 Prohibited transfers of fireworks.  
 70.77.485 Unlawful possession of fireworks - Penalties.  
 70.77.488 ~~Reckless discharge or use of fireworks~~ Unlawful discharge or use of fireworks - Penalty.  
 70.77.510 ~~Sales or transfers of display fireworks~~ Unlawful sales or transfers of display fireworks - Penalty.  
 70.77.515 ~~Sales or transfers of consumer fireworks~~ Unlawful sales or transfers of consumer fireworks - Penalty.  
 70.77.520 ~~Fire nuisance where fireworks kept—Prohibited~~ Unlawful to permit fire nuisance where fireworks kept - Penalty.  
 70.77.535 ~~Special fireworks for entertainment media~~ Articles pyrotechnic, special effects for entertainment media.  
 70.77.545 Violation a separate, continuing offense.  
 70.77.547 Civil enforcement not precluded.  
 70.77.570 ~~Certain rockets not to be sold as common fireworks.~~  
 70.77.580 Posting by retailers of lists of allowed fireworks.  
 (Ord. 2409 § 1, 2002; Ord. 1942 § 1, 1993; Ord. 1778 § 1, 1990; Ord. 1376 § 2, 1984).

**9.20.015 Additional definitions.**

The following additional definitions shall apply in this chapter:

~~(1) “Articles pyrotechnic” means pyrotechnic devices for professional use similar to consumer fireworks in chemical composition and construction but not intended for consumer use which meet the weight limits for consumer fireworks but which are not labeled as such and which are classified as UNO 431 or UNO 432 by the United States Department of Transportation at CFR Section 172.101 as of the effective date of this definition.~~

⌋ (2) “Permittee” means any person issued a fireworks permit in conformance with this chapter. (Ord. 2409 § 2, 2002).

**9.20.020 Date and time limits for sale or discharge of consumer fireworks.**

No fireworks shall be sold or discharged within the city except as follows:

(1) The sale of consumer fireworks shall be allowed from 12:00 noon to 11:00 p.m. on June 28th and from 9:00 a.m. to 11:00 p.m. on June 29th through July 4th.

(2) Consumer fireworks may be discharged July 4th only from 9:00 a.m. to 11:00 p.m. and December 31st from 9:00 a.m. to 2:00 a.m. on January 1st. (Ord. 2529 § 1, 2004; Ord. 2409 § 3, 2002; Ord. 2031 § 1, 1995; Ord. 1942 § 2, 1993).

**9.20.070 Permit procedure.**

Any adult person, firm, partnership, corporation or association may apply for a fireworks permit; provided, that the applicant must hold a current business license issued by the city, and must be, or be sponsored by, a person or entity which has a permanent address within the city limits. The application shall be in writing and shall be filed with the city clerk, at least 30 days in advance of the proposed sale of fireworks. The application shall include the following:

(1) Proof that the applicant has been issued a fireworks license or permit by the Chief of the Washington State Patrol acting through the Director of Fire Protection;

(2) A description of the proposed location of the fireworks;

(3) Proof that the applicant has an insurance policy with bodily injury liability limits of \$50,000/\$1,000,000 for each person and occurrence and \$50,000 for property damage liability for each occurrence. The city shall be named as an additional insured on the policy;

(4) An annual license fee of \$50.00;

(5) Subject to MMC [9.20.080](#), such permit shall be issued if the application meets the requirements of Chapter 70.77 RCW and all ordinances of the city of Marysville within the earlier of 30 days after the receipt of the application or by June 10th of the calendar year. (Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982).

**9.20.080 Action by city council.**

Upon seven days’ advance written notice to the applicant, the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe. No more than eight fireworks stands shall be permitted within the city limits. The decision of the city council with respect to an application shall be final. (Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

**9.20.090 Issuance of – Nontransferable.**

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant who thereafter shall be the permittee. The permit shall be for a term of one year. No permit shall be transferable without express approval by the city council. (Ord. 2409 § 5, 2002; Ord. 1235 § 5, 1982).

**9.20.110 Operation of fireworks stands.**

The party holding the fireworks permit shall operate the fireworks stand exclusively by and through its employees, members or designees. At least one adult person (age 18 or over) shall be present at all times a fireworks stand is open to the public. No person under 16 years of age shall be allowed to sell fireworks or remain within a fireworks stand when it is open to the public. (Ord. 1778 § 2, 1990; Ord. 1241 § 4, 1982; Ord. 1235 § 6, 1982; Ord. 479 § 11, 1962).

#### **9.20.120 Temporary fireworks stand specifications.**

All retail sales of consumer fireworks shall be permitted only from a retailer at a retail fireworks stand or outlet that is temporary, and the sale from any other building or structure is prohibited.

A retail fireworks stand shall be subject to the following provisions, unless preempted by state-wide standards, in which event the state-wide standards shall apply:

(1) No retail fireworks stand shall be located within 25 feet of any other building, nor within 50 feet of any gasoline station.

(2) Retail fireworks stands shall be temporary and need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the fire chief, as defined elsewhere in this code, who shall require that the stand be constructed in a manner which shall insure the safety of attendants and patrons, shall be wired according to state or national electrical code, and shall satisfy any state-wide standards issued by the State Director of Fire Protection. At least two approved fire extinguishers with 2.5 gallons apiece, or equivalent, shall be maintained at each stand at all times.

(3) Each stand must have two exits.

(4) No retail fireworks stand shall be located closer than 600 feet to another fireworks stand.

(5) All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

(6) "No Smoking" signs shall be prominently displayed on the fireworks stand.

(7) Each retail fireworks stand shall be operated by adults only. No fireworks shall be left unattended in a stand.

(8) All unsold stock and accompanying litter shall be removed from the location by 12:00 noon on the sixth day of July of each year.

(9) The retail fireworks stand shall be disassembled and removed from the location by 12:00 noon on the sixth day of July of each year. (Ord. 2409 § 6, 2002; Ord. 1778 § 3, 1990; Ord. 479 § 12, 1962).

#### **9.20.125 Enforcement – Revocation of permit.**

The city fire marshal shall be authorized to enter and inspect all fireworks stands to assure compliance with the provisions of this chapter and to protect the public health, safety and welfare. The fire marshal is authorized to temporarily revoke any permit, for cause. Any party aggrieved by such revocation shall have the right to appeal the same to the city council within 10 days thereafter. The decision of the city council shall be final. (Ord. 1235 § 7, 1982).

#### **9.20.130 Penalties for violations.**

(1) Any person violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not exceeding \$~~1000.00~~~~300.00~~, or by imprisonment in the ~~city~~ jail for a period not exceeding 90 days, or by both such fine and imprisonment. Further, the license shall be revoked.  
(Ord. 479 § 13, 1962).

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(2) Any person violating portions of this chapter specifically designated by this chapter or by RCW as gross misdemeanor or misdemeanor and upon conviction shall be guilty and punished for gross misdemeanor by a fine not to exceed \$5,000.00 or by imprisonment in jail for a period not to exceed 365 days or by both such fine and imprisonment; for misdemeanor by a fine not to exceed &1000.00 or by imprisonment in jail for a period not to exceed 90 days or by both such fine and imprisonment.

(3) Civil Infraction:

(a) Violations involving possession or discharge of small quantities of fireworks unless specifically designated in this chapter or RCW as gross misdemeanor or misdemeanor is a civil infraction, and may be cited as a "Civil Infraction".

(i) Upon finding that a violation has been committed the person committing the act shall be assessed an amount not to exceed \$500 plus applicable statutory assessments.

(ii) Such penalty is in addition to any other remedies or penalties specifically provided by law, nothing in this section precludes the charging of a misdemeanor or gross misdemeanor crime as defined under this chapter or RCW.

(iii) Three (3) or more of said "Civil Infraction" within any consecutive two (2) year period of time shall be cited as a Misdemeanor as set forth in 9.20.130 (1).

(b) "Civil Infraction" has the meaning given that term by Chapter 7.80 RCW, the Infraction Rules for Courts of Limited Jurisdiction ("IRLJ") and any local rule adopted by the Marysville Municipal Court.

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**Section 2. Severability.**

If any word, phrase, sentence, provision, or portion of this ordinance is declared to be invalid or unenforceable, it shall not affect validity or enforceability of the remaining words, phrases, sentences, provisions or portions of this ordinance.

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

CITY OF MARYSVILLE

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

ATTEST:

ORDINANCE  
g/mv/Ord.Chapter 9.20 Fireworks Penalties

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

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED CITY ATTORNEY

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

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

CITY OF MARYSVILLE  
Marysville, Washington

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

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[9.20.020](#) Date and time limits for sale or discharge of consumer fireworks.

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ORDINANCE

g/mv/Ord.Chapter 9.20 Fireworks Penalties final

Page 1 of 5

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70.77.485 Unlawful possession of fireworks - Penalties.  
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70.77.510 Unlawful sales or transfers of display fireworks - Penalty.  
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70.77.520 Unlawful to permit fire nuisance where fireworks kept - Penalty.  
70.77.535 Articles pyrotechnic, special effects for entertainment media.  
70.77.545 Violation a separate, continuing offense.  
70.77.547 Civil enforcement not precluded.

70.77.580 Posting by retailers of lists of allowed fireworks.

(Ord. 2409 § 1, 2002; Ord. 1942 § 1, 1993; Ord. 1778 § 1, 1990; Ord. 1376 § 2, 1984).

#### **9.20.015 Additional definitions.**

The following additional definitions shall apply in this chapter:

“Permittee” means any person issued a fireworks permit in conformance with this chapter.  
(Ord. 2409 § 2, 2002).

#### **9.20.020 Date and time limits for sale or discharge of consumer fireworks.**

No fireworks shall be sold or discharged within the city except as follows:

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(2) Consumer fireworks may be discharged July 4th only from 9:00 a.m. to 11:00 p.m. and December 31st from 9:00 a.m. to 2:00 a.m. on January 1st. (Ord. 2529 § 1, 2004; Ord. 2409 § 3, 2002; Ord. 2031 § 1, 1995; Ord. 1942 § 2, 1993).

**9.20.070 Permit procedure.**

Any adult person, firm, partnership, corporation or association may apply for a fireworks permit; provided, that the applicant must hold a current business license issued by the city, and must be, or be sponsored by, a person or entity which has a permanent address within the city limits. The application shall be in writing and shall be filed with the city clerk, at least 30 days in advance of the proposed sale of fireworks. The application shall include the following:

(1) Proof that the applicant has been issued a fireworks license or permit by the Chief of the Washington State Patrol acting through the Director of Fire Protection;

(2) A description of the proposed location of the fireworks;

(3) Proof that the applicant has an insurance policy with bodily injury liability limits of \$50,000/\$1,000,000 for each person and occurrence and \$50,000 for property damage liability for each occurrence. The city shall be named as an additional insured on the policy;

(4) An annual license fee of \$50.00;

(5) Subject to MMC [9.20.080](#), such permit shall be issued if the application meets the requirements of Chapter 70.77 RCW and all ordinances of the city of Marysville within the earlier of 30 days after the receipt of the application or by June 10th of the calendar year. (Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982).

**9.20.080 Action by city council.**

Upon seven days' advance written notice to the applicant, the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe. No more than eight fireworks stands shall be permitted within the city limits. The decision of the city council with respect to an application shall be final. (Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

**9.20.090 Issuance of – Nontransferable.**

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant who thereafter shall be the permittee. The permit shall be for a term of one year. No permit shall be transferable without express approval by the city council. (Ord. 2409 § 5, 2002; Ord. 1235 § 5, 1982).

**9.20.110 Operation of fireworks stands.**

The party holding the fireworks permit shall operate the fireworks stand exclusively by and through its employees, members or designees. At least one adult person (age 18 or over) shall be present at all times a fireworks stand is open to the public. No person under 16 years of age shall be allowed to sell fireworks or remain within a fireworks stand when it is open to the public. (Ord. 1778 § 2, 1990; Ord. 1241 § 4, 1982; Ord. 1235 § 6, 1982; Ord. 479 § 11, 1962).

### **9.20.120 Temporary fireworks stand specifications.**

All retail sales of consumer fireworks shall be permitted only from a retailer at a retail fireworks stand or outlet that is temporary, and the sale from any other building or structure is prohibited.

A retail fireworks stand shall be subject to the following provisions, unless preempted by state-wide standards, in which event the state-wide standards shall apply:

(1) No retail fireworks stand shall be located within 25 feet of any other building, nor within 50 feet of any gasoline station.

(2) Retail fireworks stands shall be temporary and need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the fire chief, as defined elsewhere in this code, who shall require that the stand be constructed in a manner which shall insure the safety of attendants and patrons, shall be wired according to state or national electrical code, and shall satisfy any state-wide standards issued by the State Director of Fire Protection. At least two approved fire extinguishers with 2.5 gallons apiece, or equivalent, shall be maintained at each stand at all times.

(3) Each stand must have two exits.

(4) No retail fireworks stand shall be located closer than 600 feet to another fireworks stand.

(5) All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

(6) "No Smoking" signs shall be prominently displayed on the fireworks stand.

(7) Each retail fireworks stand shall be operated by adults only. No fireworks shall be left unattended in a stand.

(8) All unsold stock and accompanying litter shall be removed from the location by 12:00 noon on the sixth day of July of each year.

(9) The retail fireworks stand shall be disassembled and removed from the location by 12:00 noon on the sixth day of July of each year. (Ord. 2409 § 6, 2002; Ord. 1778 § 3, 1990; Ord. 479 § 12, 1962).

### **9.20.125 Enforcement – Revocation of permit.**

The city fire marshal shall be authorized to enter and inspect all fireworks stands to assure compliance with the provisions of this chapter and to protect the public health, safety and welfare. The fire marshal is authorized to temporarily revoke any permit, for cause. Any party aggrieved by such revocation shall have the right to appeal the same to the city council within 10 days thereafter. The decision of the city council shall be final. (Ord. 1235 § 7, 1982).

### **9.20.130 Penalties for violations.**

(1) Any person violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not exceeding \$1000.00, or by imprisonment in the jail for a period not exceeding 90 days, or by both such fine and imprisonment. Further, the license shall be revoked. (Ord. 479 § 13, 1962).

(2) Any person violating portions of this chapter specifically designated by this chapter or by RCW as gross misdemeanor or misdemeanor and upon conviction shall be guilty and punished for gross misdemeanor by a fine not to exceed \$5,000.00 or by imprisonment in jail for a period not to exceed 365 days or by both such fine and imprisonment; for misdemeanor by a fine not to

exceed &1000.00 or by imprisonment in jail for a period not to exceed 90 days or by both such fine and imprisonment.

(3) Civil Infraction:

(a) Violations involving possession or discharge of small quantities of fireworks unless specifically designated in this chapter or RCW as gross misdemeanor or misdemeanor is a civil infraction, and may be cited as a "Civil Infraction".

(i) Upon finding that a violation has been committed the person committing the act shall be assessed an amount not to exceed \$500 plus applicable statutory assessments.

(ii) Such penalty is in addition to any other remedies or penalties specifically provided by law, nothing in this section precludes the charging of a misdemeanor or gross misdemeanor crime as defined under this chapter or RCW.

(iii) Three (3) or more of said "Civil Infraction" within any consecutive two (2) year period of time shall be cited as a Misdemeanor as set forth in 9.20.130 (1).

(b) "Civil Infraction" has the meaning given that term by Chapter 7.80 RCW, the Infraction Rules for Courts of Limited Jurisdiction ("IRLJ") and any local rule adopted by the Marysville Municipal Court.

**Section 2. Severability.**

If any word, phrase, sentence, provision, or portion of this ordinance is declared to be invalid or unenforceable, it shall not affect validity or enforceability of the remaining words, phrases, sentences, provisions or portions of this ordinance.

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

CITY OF MARYSVILLE

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

ATTEST:

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

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED CITY ATTORNEY

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