

**Marysville City Council Work Session**

**October 20, 2008**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

**Discussion Items**

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

1. Approval of October 13, 2008 City Council Meeting Minutes.
2. Approval of October 20, 2008 City Council Work Session Minutes.

**Consent**

3. Approval of October 8, 2008 Claims in the Amount of \$895,416.27; Paid by Check No.'s 50616 through 50789 with Check No. 50518 Voided.
4. Approval of October 15, 2008 Claims.
5. Approval of October 20, 2008 Payroll.

**Review Bids**

6. Award SR 9 Reservoir Demolition.

**Public Hearings**

7. Smokey Pointe Associates / White-Leasure Right-of-way Vacation Public Hearing.  
**(Public Hearing will be held October 27, 2008)**

**New Business**

8. An **Ordinance** of the City of Marysville Vacating a Portion of Unimproved Right-of-Way Located North of 172<sup>nd</sup> Street NE / SR 531, East of 27<sup>th</sup> Avenue NE and South of Assessor's Tax Parcel Number 31052000403000.
9. An **Ordinance** of the City of Marysville, Washington Amending MMC 6.03.120 Correcting Statutory References; and Amending Chapters 6.06 and 6.51 Adopting and Incorporating by Reference Certain Specified State Criminal Statutes and

***Work Sessions are for City Council study and orientation – Public Input will be received at the October 27, 2008 City Council meeting.***

**Marysville City Council Work Session**

**October 20, 2008**

**7:00 p.m.**

**City Hall**

Incorporating by Reference the State Misdemeanor Crime of Criminal Street Gang Tagging and Graffiti.

10. Small Works Contract with Correct Equipment, Inc. in the amount of \$37,348.50 including Washington State Sales Tax for the Edward Spring Booster Pump Rebowling Project.
11. Recovery Contract (Sewer) for Eagle Bay Homes, LLC in the Amount of \$368,704.98.
12. Professional Services Agreement in the Amount of \$44,505.00 with Kleinfelder West, Inc. for Technical Services on the Sunnyside Well Rehabilitation Project.

**Legal**

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Adjourn**

**Executive Session**

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

**Adjourn**

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

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse absence of Councilmember Phillips from the meeting.	Approved
<b>Presentations</b>	
Proclamation – “Friends of the Library Week”	Completed
<b>Approval of Minutes</b>	
Approve September 22, 2008 City Council Meeting Minutes.	Approved
Approve October 6, 2008 City Council Work Session Minutes.	Approved
<b>Consent Agenda</b>	
Approve September 17, 2008 Claims in the Amount of \$633,020.28; Paid by Check No.’s 50123 through 50315 with Check No.’s 49328, 49876 and 49960 Voided.	Approved
Approve September 24, 2008 Claims in the Amount of \$1,623,026.37; Paid by Check No.’s 50316 through 50447 with no Check No.’s Voided.	Approved
Approve October 1, 2008 Claims in the Amount of \$445,136.37; Paid by Check No.’s 50448 though 50615 with Check No.’s 50144 and 50243 Voided.	Approved
Approve September 19, 2008 Payroll in the Amount of \$747,707.60; Paid by Check No.’s 20414 through 20480.	Approved
Approve October 3, 2008 Payroll in the Amount of \$1,238,231.67; Paid by Check No.’s 20481 through 20539.	Approved
Accept the Jennings’s Parking Lot Overlay Project to Start the 45-Day Lien Filing Period for Project Closeout.	Approved
Accept the Grove and 67th Intersection Improvements Project to Start the 45-Day Lien Filing Period.	Approved
Accept the Strawberry Fields Drainage Project to Start the 45-Day Lien Filing Period	Approved
Authorize the Allocation of the Hotel/Motel Tax Revenues as Recommended by the Hotel/Motel Committee: \$2,500 to Maryfest; \$5,000 to Marysville Historical Society; \$12,446.15 to City of Marysville (community information reader board); \$15,186.47 to City of Marysville (holiday tree); \$1,000 to Cedarcrest Golf Course; \$1,200 to Friends of the Marysville Library; \$14,570 to Marysville Tulalip Chamber of Commerce.	Approved
Authorize the Mayor to Sign the Professional Services Agreement – Supplemental Agreement No. 2 with Northwest Management Systems for a Time Extension on the Update of the City’s Pavement Management System.	Approved
Authorize the Mayor to Sign the Professional Services Agreement – Supplemental Agreement No. 1 with Berger/Abram Engineers Inc., in the Amount of \$602,489 to Complete the Final Design Phase of the 156th Street Overcrossing for the Lakewood Triangle Access Project.	Approved
Authorize the Mayor to Sign the Interplan Health Group Base Participating Payor Agreement.	Approved
<b>Review Bids</b>	
Award Bid for the Grove Street and Alder Avenue Intersection Improvements Project to Signal Electric in the amount of \$168,817.06.	Approved

<b>Public Hearings</b>	
<b>New Business</b>	
Adopt an Ordinance of the City of Marysville, Washington, Amending Chapter 11.52 of the Marysville Municipal Code Relating to the City's Commute Trip Reduction (CTR) Plan, in Accordance with the Washington State Legislature's 2006 Commute Trip Reduction Efficiency Act, which Amended the Requirements of RCW 70.94.521-555.	Approved Ord. No. 2746
Approve Professional Services Agreement between the City of Marysville and Paul Roberts & Associates, LLC for Consultant Services.	Approved
<b>Legal</b>	
<b>Mayor's Business</b>	
Approve the reappointment of Becky Foster to the Marysville Planning Commission for a term of six years.	Approved
Approve the appointment of Eric Emery to the Planning Commission for a term of six years.	Approved
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:14 p.m.

COUNCIL



MINUTES

**Regular Meeting**

October 13, 2008

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

Mayor Dennis Kendall called the October 13, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Police/Fire Chaplain Coordinator Greg Kanehen from Marysville Free Methodist Church. Mayor Kendall led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Dennis Kendall

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

**Absent:** Lee Phillips

**Also Present:** Community Development Director Gloria Hirashima, City Clerk Tracy Jeffries, Chief of Police Rick Smith, Chief Administrative Officer Mary Swenson, City Engineer John Cowling and Parks and Recreation Director Jim Ballew

**Motion** made by Councilmember Soriano, seconded by Councilmember Seibert, to excuse Councilmember Phillips from the meeting. **Motion** passed unanimously (6-0).

**Presentations**

A. Proclamation – “Friends of the Library Week”.

Mayor Kendall read the proclamation declaring National Friends of Libraries Week during the week of October 19-25, 2008.

## Committee Reports

Councilmember Seibert reported on the October 8 Solid Waste Advisory Committee meeting where the following topics were discussed:

- Steve Fisher elected as chairperson.
- Rate increase will take effect after January.
- Canola project is up and running.
- Preliminary Draft of the 5 year plan.

Councilmember Rasmussen reported on the October 8 Park Advisory Board meeting where the following topics were discussed:

- Off-leash dog park
- Name of Park - Strawberry Fields for Rover
- October 25th is Make a Difference Day. Some work will be done at Strawberry Fields and Strawberry Fields for Rover.
- Report of drainage project
- Healthy committees report. Large kick-off event coming in the spring.
- Walkability audit to be held at end of month.
- Proposed no smoking ordinance at skate park.
- Jim Ballew reported on waterfront conference he attended in Bremerton WA.
- Serve Day

## Audience Participation

Phyllis McKenzie, 1528 172nd Street NE, Marysville, WA discussed General Commercial/MU Zoning in the Lakewood Area. She urged the City to keep the General Commercial where it belongs.

Director Hirashima explained that Ms. McKenzie was referring to a request for a rezone in Lakewood which is one of the proposed Comprehensive Plan Amendments.

## Approval of Minutes

1. Approval of September 22, 2008 City Council Meeting Minutes.

Councilmember Rasmussen referred to the last paragraph on page 4 of 7 which should be corrected to reflect her husband not her son.

**Motion** made by Councilmember Nehring, seconded by Councilmember Wright, to approve the September 22, 2008 City Council Meeting Minutes with the amendment as noted. **Motion** passed unanimously (6-0).

2. Approval of October 6, 2008 City Council Work Session Minutes.

Mayor Kendall referred to the second paragraph on page 2 of 7 which should be corrected to reflect **Brian Sullivan** instead of *Mike Sullivan* and page 5 of 7 under Mary

Swenson's comments which should read: **former Arlington official, Dick Larson and city employee, Kyle Anderson.**

**Motion** made by Councilmember Wright, seconded by Councilmember Rasmussen, to approve the October 6, 2008 City Council Work Session Minutes with the amendment as noted. **Motion** passed unanimously (6-0).

### **Consent**

**Motion** made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve the following Consent Agenda items:

3. Approval of September 17, 2008 Claims in the Amount of \$633,020.28; Paid by Check No.'s 50123 through 50315 with Check No.'s 49328, 49876 and 49960 Voided.
4. Approval of September 24, 2008 Claims in the Amount of \$1,623,026.37; Paid by Check No.'s 50316 through 50447 with no Check No.'s Voided.
5. Approval of October 1, 2008 Claims in the Amount of \$445,136.37; Paid by Check No.'s 50448 though 50615 with Check No.'s 50144 and 50243 Voided.
6. Approval of September 19, 2008 Payroll in the Amount of \$747,707.60; Paid by Check No.'s 20414 through 20480.
7. Approval of October 3, 2008 Payroll in the Amount of \$1,238,231.67; Paid by Check No.'s 20481 through 20539.
9. Acceptance of the Jennings's Parking Lot Overlay Project to Start the 45-Day Lien Filing Period for Project Closeout.
10. Acceptance of the Grove and 67th Intersection Improvements Project to Start the 45-Day Lien Filing Period.
11. Acceptance of the Strawberry Fields Drainage Project to Start the 45-Day Lien Filing Period.
12. Authorize the Allocation of the Hotel/Motel Tax Revenues as Recommended by the Hotel/Motel Committee: \$2,500 to Maryfest; \$5,000 to Marysville Historical Society; \$12,446.15 to City of Marysville (community information reader board); \$15,186.47 to City of Marysville (holiday tree); \$1,000 to Cedarcrest Golf Course; \$1,200 to Friends of the Marysville Library; \$14,570 to Marysville Tulalip Chamber of Commerce.
13. Authorize the Mayor to Sign the Professional Services Agreement – Supplemental Agreement No. 2 with Northwest Management Systems for a Time Extension on the Update of the City's Pavement Management System.

14. Authorize the Mayor to Sign the Professional Services Agreement – Supplemental Agreement No. 1 with Berger/Abram Engineers Inc., in the Amount of \$602,489 to Complete the Final Design Phase of the 156th Street Overcrossing for the Lakewood Triangle Access Project.
16. Authorize the Mayor to Sign the Interplan Health Group Base Participating Payor Agreement.

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

### **Review Bids**

8. Award Bid for the Grove Street and Alder Avenue Intersection Improvements Project to Signal Electric in the amount of \$168,817.06.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Nehring, to approve the Bid for the Grove Street and Alder Avenue Intersection Improvements Project to Signal Electric, Inc. in the amount of \$168,817.06 including Washington State Sales Tax and including a management reserve for a total allocation of \$183,881.06.

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

### **Public Hearings**

### **New Business**

15. An Ordinance of the City of Marysville, Washington, Amending Chapter 11.52 of the Marysville Municipal Code Relating to the City's Commute Trip Reduction (CTR) Plan, in Accordance with the Washington State Legislature's 2006 Commute Trip Reduction Efficiency Act, which Amended the Requirements of RCW 70.94.521-555.

Gloria Hirashima stated that the changes discussed last week were made.

Councilmember Vaughan asked how the 2006 CTR differs from the 2007 CTR. Director Hirashima explained that some of the emphasis appeared to be on Single Occupancy Vehicle trip reduction.

Councilmember Vaughan then referred to Section 4 of Marysville's Plan, page 17, regarding requirements for major employers in the city. He pointed out that the person appointed to be the Employee Transportation Coordinator within the company is required to attend a basic training session within six months of appointment. They also need to attend advanced training every year. He asked if it was necessary for this to be a requirement for our larger employers in the City. Director Hirashima responded that it was because this actually is a state law. It applies to the business as well as the City. She pointed out that this was required previously in the prior plan. There was significant discussion about this requirement.

Councilmember Vaughan asked if the City was going above and beyond other state requirements in this plan. Director Hirashima explained how they have agreed to work with the County and with Community Transit to have one countywide contact person develop a plan that will meet the state guidelines of the Commute Trip Reduction Act. She feels that this has saved the City having to hire a full-time person handle this. She did not feel that they were necessarily more stringent than the state's requirements, but they are covering a more diverse group with a range of needs.

Councilmember Seibert stated that the space required for parking often drives the employers' involvement in this. He discussed how he felt that this program really benefitted his own employer and was worth the time spent by the Employee Transportation Coordinator in training.

**Motion** made by Councilmember Seibert, seconded by Councilmember Rasmussen, to approve Ordinance 2746 of the City of Marysville, Washington, Amending Chapter 11.52 of the Marysville Municipal Code Relating to the City's Commute Trip Reduction (CTR) Plan, in Accordance with the Washington State Legislature's 2006 Commute Trip Reduction Efficiency Act, which Amended the Requirements of RCW 70.94.521-555.

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

17. Professional Services Agreement between the City of Marysville and Paul Roberts & Associates, LLC for Consultant Services.

CAO Mary Swenson stated that this is an agreement for consulting services. This will be a continuation of some of the things that he was doing for the City when he was an employee. Most of the issues will be relating to lobbying efforts both in Olympia and Washington D.C. He will also be assisting with the annexation of the rest of the UGA and the Civic Center project.

Councilmember Rasmussen commented how fortunate they are to have Paul Roberts work in this capacity. CAO Swenson concurred.

Councilmember Nehring also concurred. He asked a question relating to the insurance. CAO Swenson explained that the insurance costs must be borne by Mr. Roberts.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve the Professional Services Agreement between the City of Marysville and Paul Roberts & Associates, LLC for Consultant Services. **Motion** passed unanimously (6-0).

## **Legal**

### **Mayor's Business**

Mayor Kendall recommended the reappointment of Becky Foster to the Marysville Planning Commission for a term of six years.

**Motion** made by Councilmember Nehring, seconded by Councilmember Rasmussen, to approve the reappointment of Becky Foster to the Planning Commission. **Motion** passed unanimously (6-0)

Mayor Kendall noted that Toni Mathews' term has expired. He thanked her for her service and requested a new six-year appointment of Eric Emery to the Planning Commission.

**Motion** made by Councilmember Nehring, seconded by Councilmember Seibert, to approve the appointment of Eric Emery to the Planning Commission for a term of six years. **Motion** passed unanimously (6-0)

Mayor Kendall congratulated Councilmember Donna Wright who has been appointed by the governor to serve on the State Board of Health.

Last week he attended a conference for American Association of Transit.

### **Staff Business**

Jim Ballew:

- Congratulated Councilmember Wright
- Recognized Greg Kanehen for participating in Serve Day and reviewed the accomplishments of the day. He thanked the church community, Parks and Recreation maintenance staff, school district personnel, and all those involved in the day.
- Make-a-Difference Day will be on October 25.
- 800 participants signed up for the basketball league.
- Thanked Harv and Jan Jubie for contributing \$1,000 to the scholarship account.

Chief Smith:

- Made 2 arrests for burglaries in the Whiskey Ridge area.
- Pro Act team started last Thursday.
- Made 8 arrests on gangs and graffiti last week. He commended the officers involved with this.

Grant Weed

- Attending State Association of Municipal Attorneys conference this Thursday and Friday. He will also be attending a pre-conference session put on by the Washington Cities Insurance Authorities (WCIA).
- He will also be working with WCIA and some other attorneys to help develop their training agenda for 2009. The focus for cities will be land use liability.
- No need for an Executive Session tonight.

Mary Swenson:

- Three ships arrived in Everett over the weekend.
- Budget workshop will be next Tuesday, October 21 at 5 p.m.

- Gang training will be on 11/6 and 11/7. 11/6 will be from 6:30 to 8:30 p.m. The location has not been determined. The session for the community leaders will be on 11/7 from 9 a.m. to 4 p.m.
- Asbury Field looks fantastic

Gloria Hirashima:

- Planning Commission is having the continuance of the Transportation Plan hearing on October 28.
- The hearing for the Whiskey Ridge design standards is also scheduled for October 28.
- Dan Burton, a nationally recognized expert on issues regarding transportation alternatives to the automobile, will be doing a “walkable audit” on October 30 and 31.
- The Code Enforcement ordinance has been drafted by the City Attorney and will be coming to Council.
- County Council had a hearing on rural cluster subdivisions. Cheryl Dungan testified at the hearing.
- They will also be having a hearing on fully contained communities
- Councilmember Somers will be sponsoring a proposal to look at eliminating the population allocation for fully contained communities.

John Cowling:

- He is excited to hear that Dan Burton is coming to town.
- Project updates: State Avenue work well underway
- Overlay program is underway.
- WSDOT’s 528 project between I-5 and State Avenue is finishing up.
- 51st was opened up to traffic. 122<sup>nd</sup> will be open later this month.
- Staff met with WSDOT. They will be bidding on Phase 2 of the 172<sup>nd</sup> interchange within a month.

### **Call on Councilmembers**

Carmen Rasmussen:

- Serve day was a great experience. She commended Pastor Kanehen and all the pastors who managed to get several hundred volunteers out there. She also recognized Tom King who was instrumental in this project.
- She attended the Marysville Library Board meeting last week. There will be an after-hours teen event for Halloween on October 25.
- There will be a reception in December for viewing of the new art at the library.
- She congratulated Councilmember Wright.
- Thanked Harv and Jan Jubie for their continual support of youth programs in Marysville.

John Soriano:

- Thanked Chief and the police department for their efforts in the Whiskey Ridge area.
- Congratulated Councilmember Wright.

Jon Nehring:

- Congratulated Donna Wright.
- Asbury Field looks remarkable. Thanks to all who participated.
- Thanks to Harv and Jan Jubie for enabling more children to participate in the recreation programs.
- Thanks to all the servicemen and women who are now home with their families.

Jeff Vaughan:

- Requested more information on appointments.
- Asbury Field looks great.
- Thanked Chief for the great work that has been done on graffiti.
- Congratulated Donna Wright.

Donna Wright

- Asbury Field looks great. She was really amazed at the progress.

Jeff Seibert:

- Congratulated Donna Wright.
- Congratulated the police on their work on the burglary and graffiti issues.
- Informed Jim Ballew that the Silver Tips are interested in having Marysville do some type of community event at a game.
- Asked about difference between the two gang training event days. CAO Swenson reviewed this and stated it would be great if they could attend both.

## Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 8:14 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: Oct. 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 October 8, 2008 claims in the amount of \$895,416.27 paid by Check No.'s 50616 through 50789 with Check No. 50518 voided.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
CLAIMS  
FOR  
PERIOD-10

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 \$895,416.27 PAID BY CHECK NO.'S 50616 THROUGH 50789 WITH CHECK NUMBER 50518 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 COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED CLAIMS ON THIS 8<sup>th</sup> DAY OF OCTOBER 2008.

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

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 10/2/2008 TO 10/8/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50616	ACCURINT	BACKGROUND INVESTIGATION FEES	00103010.542000.	30.00
	ACCURINT		00103010.542000.	40.75
50617	ADIRONDACK DIRECT	TABLE FOR CH CONF ROOM	001.231700.	-18.22
	ADIRONDACK DIRECT		00100110.549000.	232.58
50618	ALLIED EMPLOYERS LABOR RELATIONS	10-08 MEMBERSHIP DUES	00100310.541000.	2,189.17
50619	ALPINE PRODUCTS INC	GLASS BEADS	10110564.531000.	2,003.28
50620	AM TEST INC	THRIHALOMETHANES & HAA'S TESTS	40140780.541000.	2,000.00
50621	AMERICAN PLANNING ASSOCIATION	REGIONAL CONFERENCE-DUNGAN	00102020.549000.	395.00
	AMERICAN PLANNING ASSOCIATION	REGIONAL CONFERENCE-HOLLAND	00102020.549000.	470.00
50622	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW BLDG	00100010.531400.	194.19
	AMSAN SEATTLE	JANITORIAL SUPPLIES-COURT BLDG	00101250.531400.	226.66
	AMSAN SEATTLE	JANITORIAL SUPPLIES-CITY HALL	00103530.531400.	311.97
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	40142480.531300.	256.19
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	40143410.531200.	274.75
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	40143780.531000.	226.59
50623	AQUA SOLUTIONS, INC	DE-IONIZATION TANK	401.231700.	-31.20
	AQUA SOLUTIONS, INC		40142480.531300.	398.20
50624	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.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
50625	ARLINGTON HARDWARE & LUMBER	PUMP SWITCH	40140380.531000.	27.11
50626	CITY OF ARLINGTON	SURFACE WTR REVENUE 3RD QTR	401.237000.	13,236.97
50627	ASCOM HASLER/GE CAP PROG	POSTAGE METER	00100110.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00100310.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101023.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101130.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00143523.531000.	44.27
50628	ASSOCIATION OF WASHINGTON CITIES	OPEN GOVERNMENT TRAINING	00101130.543000.	75.00
50629	AYERS DISTRIBUTING	CANDY FILLED EGGS-HALLOWEEN	00105120.531050.	272.00
50630	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT SHIRT-FAST	00103222.526000.	-65.05
	BLUMENTHAL UNIFORMS & EQUIPMENT	TIE BAR-XIONG	00103222.526000.	23.65
	BLUMENTHAL UNIFORMS & EQUIPMENT	PANT-SEWELL	00103222.526000.	65.09
	BLUMENTHAL UNIFORMS & EQUIPMENT	SHIRT-FAST	00103222.526000.	75.40
	BLUMENTHAL UNIFORMS & EQUIPMENT	SHIRT-XIONG	00103222.526000.	106.28
	BLUMENTHAL UNIFORMS & EQUIPMENT	NAME TAGS	00103222.526000.	122.17
	BLUMENTHAL UNIFORMS & EQUIPMENT	PANTS-DREYER	00103222.526000.	216.98
	BLUMENTHAL UNIFORMS & EQUIPMENT	SHIRT-FRANZEN	00103222.526000.	235.81
	BLUMENTHAL UNIFORMS & EQUIPMENT	DETECTIVE HOLSTERS	00103222.526000.	361.57
	BLUMENTHAL UNIFORMS & EQUIPMENT	VEST-XIONG	00103222.526000.	827.86
50631	RHONDA BOND	INSTRUCTOR SERVICES	00105120.541020.	112.50
50632	DEAN BRISCOE	REIMBURSE MEALS/LODGING	10111864.549020.	319.77
50633	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.549000.	112.50
	IRATXE CARDWELL		00102515.549000.	112.50
50634	CARMEUSE INDUSTRIAL SANDS	SILICA SAND	401.231700.	-679.12
	CARMEUSE INDUSTRIAL SANDS		40142480.548000.	8,668.78
50635	CARR'S ACE HARDWARE	CHAIN	40140280.535000.	75.73
	CARR'S ACE HARDWARE	SPRAY PAINT	40140780.531000.	9.74
	CARR'S ACE HARDWARE	SPRAY PAINT AND INSULATION	40140780.531000.	22.20
	CARR'S ACE HARDWARE	SPRAY PAINT AND WIRE BRUSHES	40142480.531300.	43.33
50636	CDW GOVERNMENT INC	PRINTER FOR CRIME ANALYST	10400022.549000.0836	758.41

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 10/2/2008 TO 10/8/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50637	CHAMPION BOLT & SUPPLY	WASHERS,HEX NUTS,COUPLING	40140480.531000.	47.30
	CHAMPION BOLT & SUPPLY	THREAD ROD ZINC	40140480.531000.	388.25
50638	CHASTAIN, GEOFF	UB 849000611002 7620 64TH DR N	401.122110.	155.13
50639	CNR, INC	5212 IP PHONES (3)	00103010.549000.0860	160.58
	CNR, INC		00103121.535000.	160.58
	CNR, INC		10111230.531000.	160.58
	CNR, INC	MAINTENANCE CONTRACT 10/08	50300090.541000.	1,354.55
50640	COMMOTION PROMOTIONS	BALLOONS FOR HOMEGROWN	00100110.549000.	243.40
50641	CO-OP SUPPLY	SUPPLIES-SEWER/STORM OFFICE	40145040.531000.	63.30
50642	THE COUNTRY ROSE	REFUND BUSINESS LICENSE FEE	00102020.541000.	50.00
50643	COUNTRYMAN SIGNS	FLEXIBLE ORANGE PENCILS	00103960.531000.	119.81
50644	COURTYARD BY MARRIOTT RICHLAND COL	LODGING/ SWAT TRAINING-BUELL	00103222.543000.	995.10
50645	CRAFT MART	(10) ROLLS OF TABLE COVERS	00105120.531050.	103.58
50646	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	225.00
50647	WASHINGTON STATE CRIMINAL JUSTICE	CSI-HENDRICKSON	00103222.549100.	35.00
	WASHINGTON STATE CRIMINAL JUSTICE	FIREARMS COURSE-VINSON/WIERSMA	00103222.549100.	1,500.00
50648	CUSTIS, SHAWN E	UB 150060000001 4324 125TH ST	401.122110.	182.37
50649	JON FRANTZEN	TRACKING CHALLENGE REGISTR	00103222.549100.	125.00
50650	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100050.549000.	39.00
50651	DAY WIRELESS SYSTEMS	REPAIR PRO LASER PL 22983	00104230.548000.	1,351.45
50652	DEJONG LLC	RECOVERY CONTRACT #246-WATER	401.253000.	11,423.52
50653	DEUTSCH BANK	UB 984431000000 4431 SUNNYSIDE	401.122130.	15.96
50654	DONNOE & ASSOCIATES, INC.	PROGRAM SPECIALIST TEST	00103010.549000.	395.00
50655	DUNLAP INDUSTRIAL	LED HEADLIGHT	40142080.535000.	81.18
50656	DUNN LUMBER	2 X 6 X 12 FENCING MATERIAL	31000076.563000.P0705	1,910.88
50657	E&E LUMBER INC	KNOBS,HINGES,MAGNET,SHADOW BO	00105250.531000.	90.16
	E&E LUMBER INC	PUTTY,WOOD PATCH,LATH,BIT	00105380.531000.	7.24
	E&E LUMBER INC	TARPS	00105380.531000.	14.86
	E&E LUMBER INC	FLAGS, DIGGERS	00105380.531000.	51.57
	E&E LUMBER INC	RATCHET	00105380.531000.	59.44
	E&E LUMBER INC	PIER BLOCKS,BRACKETS	31000076.563000.P0705	197.64
	E&E LUMBER INC	SHOP TOWELS,COUPLINGS,ADAPTERS	40140580.531000.	48.87
	E&E LUMBER INC	BLEACH	40143780.531000.	2.22
	E&E LUMBER INC	VELCRO STRIPS,BIT SPADE,CABLE	40145040.531000.	18.07
	E&E LUMBER INC	BLADE AND GRAB HOOK	40145040.535000.	29.82
50658	MARK ECKERT	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
50659	BERNABE EUGENIO	REFUND SECURITY DEPOSIT	001.239100.	300.00
50660	EVERETT AREA CHAMBER OF COMMERCE	MEMBERSHIP/PROGRAM INVESTMEN	00100110.549000.E0801	5,000.00
50661	THE DAILY HERALD COMPANY	PROGRAM FLOATER-AD	00100110.544000.	328.40
	THE DAILY HERALD COMPANY	PROSECUTOR-AD	00100110.544000.	502.25
	THE DAILY HERALD COMPANY	LEGAL CONF ADMIN ASSISTANT-AD	00100110.544000.	504.76
50662	EVERETT STAMP WORKS	ELECTRICAL STAMPS	00102020.531000.	90.58
50663	CITY OF EVERETT	LAB ANALYSIS	40142480.541000.	144.00
	CITY OF EVERETT		40142480.541000.	288.00
50664	FEDEX	SHIPPING EXPENSE	40140480.541000.	33.76
	FEDEX		50300090.531000.	68.12
50665	DAMIEN FERENTI	WATER/SEWER CONSERV REBATE	40143410.549070.	50.00
50666	FERRELLGAS	PROPANE 49.5 GALLONS	10110130.531000.	33.77
	FERRELLGAS		10110564.531000.	33.76
	FERRELLGAS		40140980.531000.	33.77
	FERRELLGAS		41046060.531000.	33.77
50667	FOSTER PEPPER PLLC	COUNCIL PRESENTATION CIVIC CNT	00101023.541000.	85.63
50668	GOLDEN CORAL	OCTOBER POTLUCK	10605250.549000.	87.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/2/2008 TO 10/8/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50669	GOLDEN CORAL	12/08 HOLIDAY POTLUCK	10605250.549000.	119.35
50670	GOLDEN CORAL	THANKGIVING LUNCHEON	10605250.549000.	332.01
50671	GRANITE NW INC	5.04 TONS ASPHALT	40145040.548000.M0519	441.15
50672	GRAY AND OSBORNE	PAY ESTIMATE # 7	40220594.563000.W0808	267.56
50673	GRAYBAR ELECTRIC CO INC	25' GAUGE CORD AND PLUG	40145040.535000.	38.94
50674	GREENSHIELDS INDUSTRIAL SUPPLY	CABLE,CLAMPS,THIMBLES	40142280.548000.	75.63
50675	DENISE GRITTON	REIMB ME&I/LODGING/MILEAGE	00101023.543000.	488.83
50676	GORDON HALLGREN	INSTRUCTOR SERVICES	00105120.541020.	67.50
	GORDON HALLGREN		00105120.541020.	112.50
	GORDON HALLGREN		00105120.541020.	157.50
50677	ANDREA HARTLAND KINGSFORD	REIMBURSE STORAGE BIN PURCHASE	00105120.531070.	103.24
50678	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	70.00
50679	HD FOWLER COMPANY	CATCH BASIN	10111440.531000.	20.03
	HD FOWLER COMPANY	DRAIN,GRATE,PIPE	10111440.531000.	199.64
	HD FOWLER COMPANY	CREDIT:PIPE,ADAPTER,ELLS,TEES	31000076.563000.P0705	-998.23
	HD FOWLER COMPANY	ADAPTER	31000076.563000.P0705	19.54
	HD FOWLER COMPANY	PIPE,COUPLING,ADAPTERS,VALVES	31000076.563000.P0705	2,456.83
	HD FOWLER COMPANY	3/4" TEES	40140580.531000.	499.10
	HD FOWLER COMPANY	PARTS FOR HYDRANT REPAIR	40141080.531000.	1,715.21
50680	HD SUPPLY WATERWORKS, LTD	HYDRANT PORT	40140680.531000.	51.36
50681	HDR ENGINEERING, INC.	PAY ESTIMATE # 14	30500030.563000.R0603	9,997.72
50682	CHRISTOPHER A HEDGEPEETH	WITNESS FEES	00100050.549210.	11.01
50683	HEIDI S JUNG & BYRON MONAHAM	UB 761303100000 7419 78TH ST N	401.122110.	174.52
50684	HIGLEY, ALLAN & LINDA	UB 871270000001 4822 74TH PL N	401.122110.	33.53
50685	GLORIA HIRASHIMA	REIMBURSE TRAVEL EXP/MEALS	00102020.543000.	78.00
	GLORIA HIRASHIMA		00102020.543000.	106.20
50686	JULENE HOLLAND	REFUND CLASS FEES	00110347.376009.	80.00
50687	HOME DEPOT CREDIT SVCS	GFI TESTER,MAGLITE,SCREWDRIVER	00102020.531000.	61.29
	HOME DEPOT CREDIT SVCS	BIRCH LUMBER	00105250.531000.	43.35
50688	HOPKINS, ROBERT & TAMARA	UB 760326000001 5913 73RD AVE	401.122110.	21.51
50689	HUMES, RICHARD	UB 201290000000 13320 51ST AVE	401.122110.	36.40
50690	LOC HUYNH	REFUND BUSINESS LICENSE FEES	00102020.541000.	50.00
50691	I2, INC.	ANNUAL SUPPORT FOR I2	104.231700.	-160.06
	I2, INC.		10400022.549000.0836	2,043.06
50692	IOS CAPITAL	COPIER IMAGE CHARGES	00103960.545000.	58.59
50693	IOS CAPITAL		00100020.545000.	10.28
	IOS CAPITAL		00100020.545000.	308.53
	IOS CAPITAL		00100050.545000.	91.13
	IOS CAPITAL		00100050.545000.	92.42
	IOS CAPITAL		00100110.545000.	11.73
	IOS CAPITAL		00100110.545000.	59.15
	IOS CAPITAL		00100310.545000.	11.73
	IOS CAPITAL		00100310.545000.	48.22
	IOS CAPITAL		00100720.545000.	25.35
	IOS CAPITAL		00101023.545000.	42.53
	IOS CAPITAL		00101130.545000.	42.53
	IOS CAPITAL		00102020.545000.	17.59
	IOS CAPITAL		00102020.545000.	17.99
	IOS CAPITAL		00102020.545000.	102.84
	IOS CAPITAL		00102020.545000.	162.40
	IOS CAPITAL		00103121.545000.	140.11
	IOS CAPITAL		00103222.545000.	19.52
	IOS CAPITAL		00104190.545000.	11.16

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 10/2/2008 TO 10/8/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50693	IOS CAPITAL	COPIER IMAGE CHARGES	00104190.545000.	242.95
	IOS CAPITAL		00105250.545000.	24.45
	IOS CAPITAL		00105380.545000.	204.57
	IOS CAPITAL		00143523.545000.	38.13
	IOS CAPITAL		40142480.545000.	10.38
	IOS CAPITAL		40143410.545000.	6.62
	IOS CAPITAL		40143410.545000.	6.63
	IOS CAPITAL		40143410.545000.	17.59
	IOS CAPITAL		40143410.545000.	17.99
	IOS CAPITAL		40143410.545000.	52.96
	IOS CAPITAL		40143410.545000.	102.84
	IOS CAPITAL		40143410.545000.	162.39
	IOS CAPITAL		42047165.545000.	13.17
	IOS CAPITAL		50100065.545000.	2.57
	IOS CAPITAL		50100065.545000.	8.67
	IOS CAPITAL		50200050.545000.	2.56
50694	INFILCO DEGREMONT, INC.	LAMPS,DATA CONTROL ASSEMBLY	40142480.548000.	2,180.26
50695	JOURNEY LINES INC.	TRANSPORTATION/LEAVENWORTH	00105250.531050.	700.00
50696	KML PROCESSING	REFUND BUSINESS LICENSE FEES	00102020.541000.	50.00
50697	PAM KOONS	INSTRUCTOR SERVICES	00105120.541020.	56.00
50698	LEGACY HOMES NW INC	UB 651061562000 10615 62ND AVE	401.122110.	49.00
50699	NICOLE LEANN LEHMAN	WITNESS FEES	00100050.549210.	22.63
50700	DEPT OF LICENSING	DUREN, TIMOTHY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MULLENNIEX, ANNE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	NASH, PETE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	SHROYER, CARLENE (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	TAIARIOL, JOSEPH (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	WELLS, TYLER (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WINGFIELD, MACE (ORIGINAL)	001.237020.	18.00
50701	LINDBORG PROPERTIES	UB 941350000000 1204 SHORT ST	401.122110.	14.84
50702	GARY LINDQUIST	REFUND SECURITY DEPOSIT	001.239100.	200.00
50703	LOWES HIW INC	MISC PARTS TO REPAIR HYPO LINE	40140180.548000.	18.33
50704	MACROSEAL, INC	GRAPHITE PACKING	401.231700.	-10.97
	MACROSEAL, INC		40140480.531000.	140.08
50705	MAKERS	DOWNTOWN MASTER PLAN	00102020.541000.0804	1,650.00
50706	MARYSVILLE AWARDS	NAMEPLATE-FINANCIAL ANALYSIS	00101023.531000.	16.93
50707	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES MSD 09/08	642.237000.	73,096.00
50708	CITY OF MARYSVILLE	IRR @ 6302 152ND ST NE	00105380.547000.	220.16
	CITY OF MARYSVILLE	IRR-B @ 6302 152ND ST NE	00105380.547000.	1,016.25
	CITY OF MARYSVILLE	STORMWATER @ 17906 43RD AVE NE	40141580.547000.	27.60
50709	SHANNON C MCDONALD	WITNESS FEES	00100050.549210.	11.52
50710	MCI	LONG DISTANCE CHARGES	00103530.542000.	15.68
	MCI		00103530.542000.	15.68
50711	MCMMASTER, STEVE	UB 849000121001 7309 73RD DR N	401.122110.	233.75
50712	MERRITT, GARY	UB 891240000001 5003 GROVE ST	401.122110.	23.37
50713	MICHAEL OTTO & CATERINE DALUM	UB 651445800001 6125 101ST PL	401.122110.	133.20
50714	MICROFLEX INC	TAX AUDIT PROGRAM AUG 08	00101023.541000.	1,389.00
50715	DENISE MILLER	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
50716	TONYA MIRANDA	REIMBURSE PARKING EXPENSE	40143410.543010.	9.00
50717	TARA MIZELL	REIMBURSE SNACK ITEMS-ASAP PRO	00105120.531070.ASAP	302.53
50718	MUNOZ, STEVE	UB 690031000005 4315 92ND ST N	401.122110.	25.82
50719	MUTSCHLER LOUISE	UB 980098000096 1 PARCEL #0053	401.122130.	8.80
50720	MUTSCHLER LOUISE	UB 980098000095 1 PARCEL #0053	401.122130.	16.80

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 10/2/2008 TO 10/8/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50721	NEXTEL COMMUNICATIONS	ACCT #495802314	50300090.542000.	17.65
	NEXTEL COMMUNICATIONS		50300090.542000.	17.65
	NEXTEL COMMUNICATIONS		50300090.542000.	22.66
	NEXTEL COMMUNICATIONS		50300090.542000.	34.87
	NEXTEL COMMUNICATIONS		50300090.542000.	35.30
	NEXTEL COMMUNICATIONS		50300090.542000.	35.30
	NEXTEL COMMUNICATIONS		50300090.542000.	35.30
	NEXTEL COMMUNICATIONS		50300090.542000.	52.95
	NEXTEL COMMUNICATIONS		50300090.542000.	52.95
	NEXTEL COMMUNICATIONS		50300090.542000.	52.95
	NEXTEL COMMUNICATIONS		50300090.542000.	91.96
	NEXTEL COMMUNICATIONS		50300090.542000.	93.15
	NEXTEL COMMUNICATIONS		50300090.542000.	95.80
	NEXTEL COMMUNICATIONS		50300090.542000.	97.64
	NEXTEL COMMUNICATIONS		50300090.542000.	105.11
	NEXTEL COMMUNICATIONS		50300090.542000.	148.83
	NEXTEL COMMUNICATIONS		50300090.542000.	174.99
	NEXTEL COMMUNICATIONS		50300090.542000.	191.76
	NEXTEL COMMUNICATIONS		50300090.542000.	210.83
	NEXTEL COMMUNICATIONS		50300090.542000.	226.42
	NEXTEL COMMUNICATIONS		50300090.542000.	243.04
	NEXTEL COMMUNICATIONS		50300090.542000.	277.65
	NEXTEL COMMUNICATIONS		50300090.542000.	479.98
	NEXTEL COMMUNICATIONS		50300090.542000.	1,415.23
50722	NEXXPOST LLC	CONTRACT BASE	00101023.531000.	217.00
	NEXXPOST LLC		00143523.531000.	217.00
50723	NORTH COAST ELECTRIC COMPANY	HARDWARE SUPPLIES	40143410.531000.	140.24
	NORTH COAST ELECTRIC COMPANY		40143410.531000.	515.38
50724	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40140780.531001.	1,284.10
	NORTHSTAR CHEMICAL INC.		40141580.531320.	835.68
50725	NTN CONSTRUCTION INC	REFUND BUSINESS LIC FEES	00102020.541000.	50.00
50726	ODELL, RAYMOND & SHARON	UB 751624010000 5413 73RD AVE	401.122110.	66.62
50727	OFFICE DEPOT	OFFICE SUPPLIES	00100030.531000.	261.19
	OFFICE DEPOT		00100050.531000.	928.33
	OFFICE DEPOT		00100110.531000.	118.96
	OFFICE DEPOT		00102020.531000.	11.93
	OFFICE DEPOT		00102020.531000.	108.00
	OFFICE DEPOT	COPY PAPER, DIVIDERS	00103010.531000.	197.61
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	46.55
	OFFICE DEPOT	COPY PAPER, DIVIDERS	00103222.531000.	102.00
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	393.09
	OFFICE DEPOT	BINDER	00104190.531000.	21.79
	OFFICE DEPOT	TABLE	00104190.531000.	144.51
	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	111.01
	OFFICE DEPOT	PROGRAMMED STAMP (3)	40140580.531000.	63.44
	OFFICE DEPOT	OFFICE SUPPLIES	42047165.531000.	24.89
50728	ORKIN EXTERMINATING	SERVICE @ PSB	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 @ PW	40143410.548000.	50.16
50729	OUDEAN, LISA	UB 849000495501 6509 79TH PL N	401.122110.	35.59

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 10/2/2008 TO 10/8/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50730	PACIFIC POWER PRODUCTS	BLADES AND BEDKNIVES	00105380.548000.	273.26
	PACIFIC POWER PRODUCTS	GREENS AERIFIER RENTAL	42047165.545000.	800.73
	PACIFIC POWER PRODUCTS	BLADES AND BEDKNIVES	42047165.548000.	85.97
50731	PACIFIC TOPSOILS INC	CONCRETE AND ASPHALT DUMPS	10110130.531000.	242.00
50732	PAPE MACHINERY	AUX ENGINE FUEL TRANSFER PUMP	50100065.534000.	137.25
50733	PAPER DIRECT	VOLUNTEER APPRECIATION ITEMS	001.231700.	-14.44
	PAPER DIRECT		00100110.549000.	184.32
50734	PART WORKS INC, THE	RUBBER KITS AND REPAIR KITS	40140880.531000.	130.22
50735	PARTNER CONSTRUCTION PRODUCTS	CRAFCO DETACK,WIPER SILICONE	10110130.531000.	1,165.83
50736	LAURIE HUGDAHL	MEETING MINUTES	00101130.541000.	83.70
50737	BRUCE PESEAU	REFUND INSUFFICIENT REGIST	00105250.531051.	9.00
50738	PETERSEN BROTHERS INC	BEAM G/R	10110564.531000.	125.46
	PETERSEN BROTHERS INC	ANCHOR, WOOD POSTS.BLOCKS,BOLT	10110564.531000.	1,630.92
50739	LYNN PETRABORG	REFUND INSUFFICIENT REGIST	00105250.531051.	9.00
50740	PETROCARD SYSTEMS INC	FUEL CONSUMED-CD	00102020.532000.	454.43
50741	PETTY CASH- FINANCE	LUNCH/SCC DINNER-WRIGHT	00100060.549000.	70.00
	PETTY CASH- FINANCE		00100310.549011.	25.00
50742	DENISE FREEMAN	JUMPSUITS (10)	00103222.526000.	1,856.35
50743	PISINGER, PAUL	UB 761266000000 7015 62ND PL N	401.122110.	7.67
50744	UNITED STATES POSTAL SERVICE	POSTAGE/MAIL RSO NOTIFICATIONS	00103121.542000.	181.53
50745	POWER QUALITY EQUIPMENT, INC	TRANSFORMER CONTROLS	40142480.548000.	790.03
50746	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #690-001-250-8	10110463.547000.	1,538.71
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #600-001-260-6	10110463.547000.	1,661.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #660-001-330-1	10110463.547000.	1,847.03
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #670-001-300-3	10110463.547000.	10,246.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #327-001-612-8	40140180.547000.	28.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #414-001-219-8	40140180.547000.	28.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #529-001-665-7	40140180.547000.	28.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-090-9	40140180.547000.	154.69
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-001-224-0	40140180.547000.	1,594.29
50747	PUGET SOUND SECURITY	(3) KEYS MADE	00103222.549000.	9.60
50748	RCS REO I, LLC	UB 750510000001 5104 73RD DR N	401.122110.	59.27
50749	RILEY, SHEILA	UB 452160700000 5819 138TH PL	401.122110.	27.40
50750	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105120.541020.	245.00
50751	DELORES L ROBINSON	SETTLEMENT AGREEMENT TO CONVE	30500030.563000.R0701	10,800.00
50752	RODGERS, DESERA	UB 880320000002 7220 51ST AVE	401.122110.	29.73
50753	RAISSA A SANJURJO BLOOM	WITNESS FEES	00100050.549210.	12.53
50754	SARCHET, CHARLES & CINDI	UB 761303120000 7311 78TH ST N	401.122110.	114.84
50755	SCHERTING, LASHAWN	UB 985033000000 5033 SUNNYSIDE	410.122100.	192.13
50756	SCHERTING, LASHAWN		410.122100.	271.00
50757	SHANNON, SALLY & ALAN	UB 849000290002 8117 66TH DR N	401.122110.	7.92
50758	SANDY SHUTE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
50759	SMOKEY POINT CONCRETE	5.5 SK 7/8 W/AEA	10110361.531000.	492.86
50760	SNO CO AUDITOR	RECORDING FEES	00102020.549000.	475.00
50761	SNOPAC	ACCESS ASSESSMENT QUARTLY	00104000.551000.	1,212.62
	SNOPAC	DISPATCH SERVICES	00104000.551000.	58,086.01
50762	SONITROL	MONITORING SERVICES OCT 2008	00100010.541000.	183.00
	SONITROL		00103530.541000.	280.00
	SONITROL		00105250.541000.	120.00
	SONITROL		00105380.541000.	111.00
	SONITROL		40142480.541000.	316.00
	SONITROL		40143410.541000.	356.00
50763	JOHN SORIANO	REIMBURSE MILEAGE	00100060.543000.	60.84

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/2/2008 TO 10/8/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50764	SOUND SAFETY PRODUCTS CO INC	BOOTS-SKYTA	40143410.526100.	177.13
	SOUND SAFETY PRODUCTS CO INC	BOOTS-TINSLEY	41046060.526000.	151.50
50765	WASHINGTON STATE PATROL	FINGERPRINTING FEES	001.237100.	250.25
	WASHINGTON STATE PATROL		00102020.541000.	60.00
50766	STEFFENS, SKIP & ANN	UB 570732080009 17424 27TH AVE	401.122110.	118.76
50767	SUNRISE ENVIRONMENTAL SCIENTIFIC	WIPEOFF GRAFFITI REMOVER	00105380.531000.	660.00
50768	T & A SUPPLY CO INC	RUBBER BASE ADHESIVE AND PAINT	001.231700.	-8.24
	T & A SUPPLY CO INC		00103530.531000.	105.19
50769	TAMSIN GUNTER	UB 624818000000 4818 104TH PL	401.122110.	168.30
50770	TEXTRON FINANCIAL CORPORATION	20 EZ-GO GOLF CART LEASE	42047165.545000.	2,051.00
50771	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINTENANCE	00100010.548000.	162.75
	THYSSENKRUPP ELEVATOR CORP		00103530.548000.	162.75
50772	TORICK, GARY	UB 761282760801 7715 61ST ST N	401.122110.	286.16
50773	TORO NSN	IRRIGATION SOFTWARE AGREEMENT	42047165.531920.	199.00
50774	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS AUGUST 2008	30500030.563000.R0503	124.08
	DEPT OF TRANSPORTATION NW REGION		40220594.563000.W0808	1,051.28
50775	DEPT OF TRANSPORTATION NW REGION	CONSTRUCTION ENGINEERING	30500030.563000.R0301	137.68
	DEPT OF TRANSPORTATION NW REGION		40220594.563000.W0802	526,391.72
50776	TREAT, DENNIS & MARSHA	UB 741323700001 5710 52ND AVE	401.122110.	30.98
50777	ROOZENGAARDE	TULIP & DAFFODIL BULBS	00105380.531000.	989.00
50778	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.542000.	89.31
	UNITED PARCEL SERVICE		00104230.526000.	10.29
50779	UNITED RENTALS	SAW	10111230.535000.	1,296.59
50780	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTIFICATION	40141180.541000.	375.60
50781	VERIZON NORTHWEST	ACCT #030211101451140308	00100010.542000.	114.89
	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	26.66
	VERIZON NORTHWEST		00100050.542000.	53.31
	VERIZON NORTHWEST		00100110.542000.	79.97
	VERIZON NORTHWEST		00100310.542000.	26.66
	VERIZON NORTHWEST		00102020.542000.	53.31
	VERIZON NORTHWEST		00103010.542000.	186.59
	VERIZON NORTHWEST		00103222.542000.	26.66
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	105.94
	VERIZON NORTHWEST	ACCT #107355912203	00103530.542000.	106.62
	VERIZON NORTHWEST		00103960.542000.	79.97
	VERIZON NORTHWEST	ACCT #101543765602	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #101543766403	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT #107355912203	00104000.542000.	53.31
	VERIZON NORTHWEST	ACCT #101543764801	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT #101543767204	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT #03 0211 1077475684 01	00104190.542000.	52.97
	VERIZON NORTHWEST	ACCT #107355912203	00104190.542000.	79.97
	VERIZON NORTHWEST		00105250.542000.	79.97
	VERIZON NORTHWEST		00105380.542000.	213.25
	VERIZON NORTHWEST		00112572.542000.	53.31
	VERIZON NORTHWEST		00143523.542000.	26.66
	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	48.99
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.61
	VERIZON NORTHWEST	ACCT #107355912203	10111230.542000.	26.66
	VERIZON NORTHWEST	ACCT #03027510624354707	10111864.547000.	180.27
	VERIZON NORTHWEST	ACCT #105543546905	40140180.547000.	50.28
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	101.17
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	332.70

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/2/2008 TO 10/8/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
50781	VERIZON NORTHWEST	ACCT #107355912203	40142480.542000.	159.93
	VERIZON NORTHWEST	ACCT #030211101641995410	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #030211101841995100	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #030211104741995604	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT #101642285704	40143410.542000.	30.62
	VERIZON NORTHWEST	ACCT #101543782603	40143410.542000.	32.30
	VERIZON NORTHWEST	ACCT #030211101341996104	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #030211103241996301	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #030211108541996810	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT #030211105841995206	40143410.542000.	75.82
	VERIZON NORTHWEST	ACCT #101543783404	40143410.542000.	112.20
	VERIZON NORTHWEST	ACCT #107355912203	40143410.542000.	319.85
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	52.97
	VERIZON NORTHWEST	ACCT #107355912203	42047061.542000.	239.90
	VERIZON NORTHWEST		42047061.549100.	26.66
50782	VOLUNTEERS OF AMERICA	09 FUNDING FOR 211 COMM INFO	00100090.549000.	5,559.00
50783	WA ROCK QUARRIES INC	GREENS TOPDRESSING SAND	42047165.531940.	859.10
50784	WASTE MANAGEMENT NORTHWEST	SERVICE @ DEERING	00105380.547000.	51.20
50785	WAXIE SANITARY SUPPLY	WHITE SWEATSHIRT RAGS	00105380.531000.	49.80
50786	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	127.50
	LOREN R. WAXLER		00102515.541000.	142.50
50787	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES	00105515.541000.	2,754.00
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	13,960.00
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	38,740.47
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0701	435.25
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	552.75
	WEED GRAAFSTRA AND BENSON INC PS		31000076.563000.G0701	1,117.50
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	320.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	13,960.00
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	936.00
50788	WESTERN FACILITIES SUPPLY INC	PUREX	00103960.531000.	1,061.22
50789	WIRTZ, DONNA & ALLEN	UB 761601615001 6813 66TH ST N	401.122110.	60.06
<b>WARRANT TOTAL:</b>				<b>895,905.10</b>
<b>LESS VOIDS</b>				
<b>CHECK # 50518    INITIATOR ERROR</b>				<b>(488.83)</b>
				<b>895,416.27</b>

**REASON FOR VOIDS:**

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

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

AGENDA ITEM: Contract Award: SR 9 Reservoir Demolition,	AGENDA SECTION: Contract Award	
PREPARED BY: Ryan Morrison, Engineering Aide	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Location Map and Pictures</li> <li>• Bid Opening Checklist</li> </ul>	APPROVED BY: <i>XC</i>	
	MAYOR	CAO
BUDGET CODE: 40220594.563000 - W0014 – Budgeted Amount: \$100,000	AMOUNT: \$X	

On October 23rd, bids were opened for the SR 9 Reservoir Demolition project. X bids were received as shown on the attached bid tabulation. The low bidder is TBD. References have been checked and found to be satisfactory. The Engineer's estimate was \$50,000.

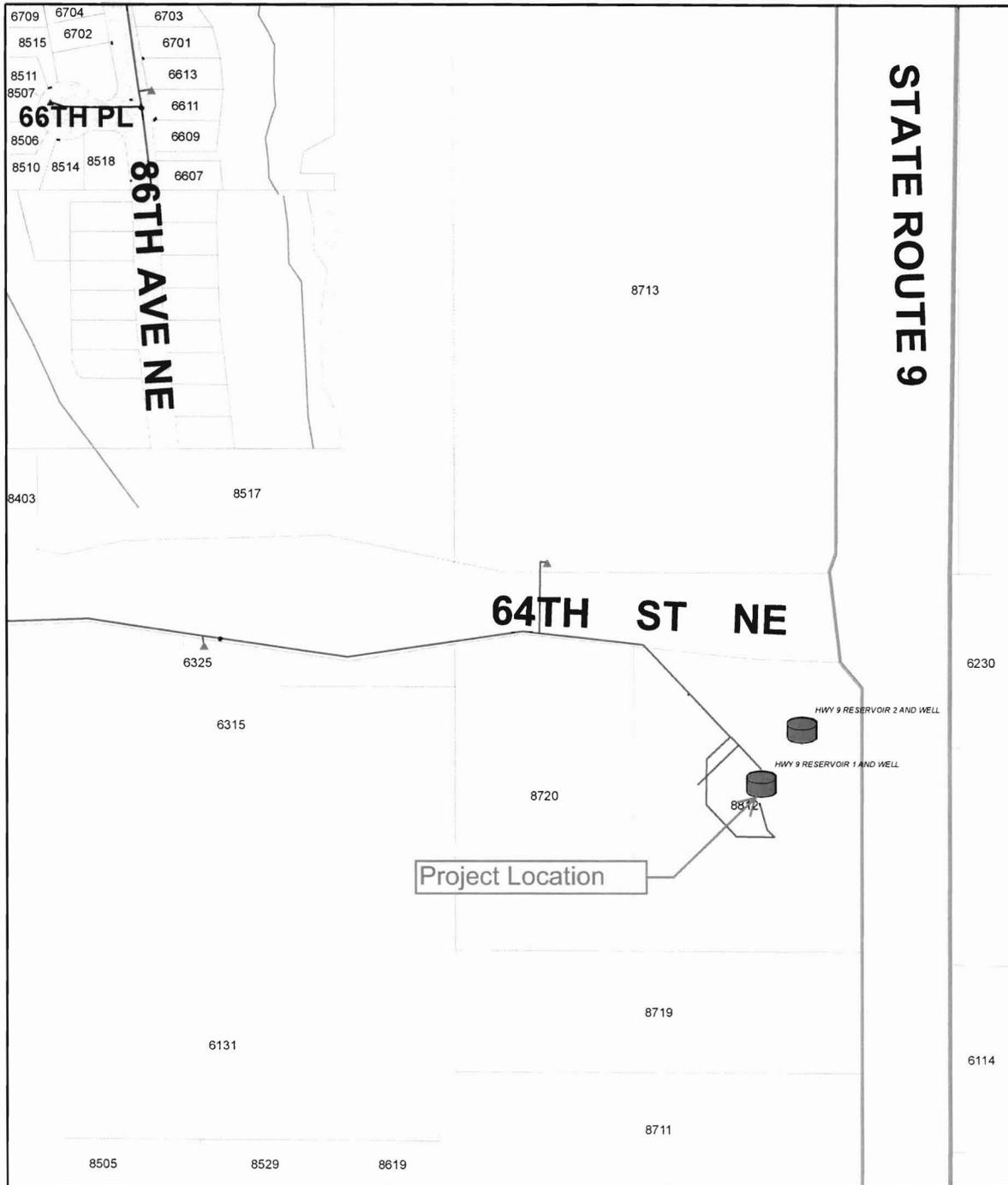
Staff recommends that the project contract be awarded to \_\_\_\_\_.

Contract Bid (Includes Sales Tax):	\$X
Management Reserve:	\$X
Total:	\$X

**RECOMMENDED ACTION:**

**Public Works Staff recommends the City Council authorize the Mayor to award the bid for the SR 9 Reservoir Demolition project to TBD in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.**

**COUNCIL ACTION:**



- |                               |                     |                          |                      |                            |                                   |
|-------------------------------|---------------------|--------------------------|----------------------|----------------------------|-----------------------------------|
| City Limits                   | Sewer Service Area  | Water Service Area       | Water Pump Stations  | <b>Water Valves - Main</b> | DNR Catchbasins (UGA)             |
| Stormdrain Culverts           | Sewer Cleanouts     | <b>Water Lines</b>       | Water PRVs           | <b>POSITION</b>            | DNR Culverts (County)             |
| <b>Stormdrain Catchbasins</b> | Sewer Lift Stations | ACTIVE                   | Water Blowoffs       | CLOSED                     | DNR Drain points (UGA)            |
| TYPE 1                        | Sewer Manholes      | INACTIVE                 | Water Airvacs        | OPEN                       | DNR Detention facilities (County) |
| TYPE 2                        | <b>Sewer Lines</b>  | ABANDONED                | Water Valves - Other | UNKNOWN                    | DNR Cross sections (UGA)          |
| Stormdrain Facilities         | ACTIVE              | Water Meters             | Water Valve Markers  | DNR Drainage network (UGA) | Adopt-a-stream culverts           |
| Stormdrain Lines              | DRY LINE            | Water Storage Facilities | Water Hydrants       | Water Sampling Sites       |                                   |
|                               | ABANDONED           |                          |                      |                            |                                   |

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

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# NOTICE OF HEARING

## Before the Marysville City Council

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Notice is hereby given that a Public Hearing will be held at City Council Chambers, located at 1049 State Avenue, on **Monday, October 27, 2008, at 7:00 PM**, to consider a petition that has been filed with the City proposing to vacate approximately 10,548 SF of right-of-way located north of SR 531 and east of 27<sup>th</sup> Ave. NE:

**File Number:** PA 08039  
**Proponent(s):** Smokey Pointe Associates, LLC  
**Location:** East of 27<sup>th</sup> Ave. NE, north of 172<sup>nd</sup> St. NE / SR 531, south of tax parcel number 31052000403000

Any person may appear at the hearing and be heard in support of, or in opposition of the annexation proposals. Additional information may be obtained at the City of Marysville Community Development Department located at 80 Columbia Avenue, Marysville, Washington 98270, (360) 363-8100.

**Responsible Official:** Gloria Hirashima  
CD Director  
**For Project Information:** Libby Grage  
Associate Planner  
(360) 363-8100

**Special Accommodations:** The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the ADA Coordinator at (360) 363-8084 or 1-800-833-6399 (TDD Only) or 1-800-833-6384 (Voice Relay) two days prior to the meeting date if any special accommodations are needed.

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**THIS NOTICE IS NOT BE REMOVED, CONCEALED OR  
MUTILATED BEFORE DATE OF HEARING**

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## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 27, 2008

AGENDA ITEM: PA 08039 Smokey Pointe Associates / White-Leasure Right-of-Way Vacation Public Hearing	AGENDA SECTION:	
PREPARED BY: Libby Grage, Associate Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Resolution No. 2250 2. Council Minutes 9/22/08 3. Staff Recommendation & Gateway Illustrations 4. Ordinance, Exhibit A & Exhibit B 5. Petition for Vacation 6. Vicinity Map 7. Letter from Applicant dated 8/11/08 8. Email from Applicant dated 9/3/08 and attachment 9. Value of Comparable Abutting Property 10. Staff/Agency Comments 11. Chapter 12.32 – Vacation of Streets and Alleys 12. RCW Chapter 35.79, Streets - Vacation	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

On September 22, 2008, City Council passed Resolution No. 2250 setting a public hearing date on October 27, 2008 to consider the petition from Smokey Pointe Associates proposing to vacate a portion of right-of-way generally located north of 172<sup>nd</sup> St. NE / SR 531, east of 27<sup>th</sup> Ave. NE, and south of tax parcel 31052000403000. The resolution recommended City Council require compensation for the vacated value based on the average assessed value method of appraisal set forth in MMC 12.32.050(1). Based on this method, the total cost of the right-of-way dedication has been calculated as \$77,738.76 or \$71,105.76 if a 50% cost reduction is applied for the area required to be covered by a waterline easement. Another option for Council's consideration would be to allow the construction of a 'gateway', as outlined in the Marysville Gateway Master Plan ("the Gateway Plan"), on a portion of the vacated area, in lieu of payment of the above amount. The cost estimate identified by the Gateway Plan for the improvement at this location is approximately \$61,000.00 (includes base lights, trellis, landscaping, etc.).

Staff recommends approval of the proposed vacation subject to the following conditions:

- 1) A 20-foot wide utility easement shall be recorded in favor of the City of Marysville over the existing north/south water line.
- 2) Compensation be required at \$71,105.76 (deduction for utility easement area) or that compensation be in the form of an agreement to construct a gateway sign, with design approval by the City, and that an easement be granted to the City for the sign area.

RECOMMENDED ACTION: Staff recommends Council approve the vacation of said portion of right-of-way as proposed, subject to the conditions outlined above, and as identified in the attached Ordinance.

COUNCIL ACTION:

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. 2250

A RESOLUTION OF THE CITY OF MARYVILLE ESTABLISHING OCTOBER 27, 2008 AS THE DATE UPON WHICH A HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER VACATION OF A PORTION OF UNIMPROVED RIGHT-OF-WAY NORTH OF 172<sup>ND</sup> STREET NE / SR 531, EAST OF 27<sup>TH</sup> AVENUE NE AND SOUTH OF ASSESSOR'S TAX PARCEL NUMBER 31052000403000.

WHEREAS, Smokey Pointe Associates petitioned the City on August 25, 2008 to vacate a portion of right of way north of 172<sup>nd</sup> Street NE / SR 531, east of 27<sup>th</sup> Avenue NE and south of Assessor's tax parcel number 31052000403000 in the City of Marysville; and

WHEREAS, on September 22, 2008 the Marysville City Council considered the petition and directed staff to schedule a public hearing pursuant to Chapter 12.32 of the Marysville Municipal Code; NOW, THEREFORE,

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

1. Pursuant to RCW 35.79.010, incorporated by reference in RCW 35A.47.020, and pursuant to Marysville Municipal Code Section 12.32.020, October 27, 2008 shall be and hereby is established as the time at which the City Council of the City of Marysville shall hold a public hearing at the Marysville City Hall at 7:00 pm or such later hour as is available, to consider the right-of-way vacation petition of Smokey Pointe Associates requesting vacation of a portion of certain dedicated right-of-way generally located north of 172<sup>nd</sup> Street NE / SR 531, east of 27<sup>th</sup> Avenue NE, and south of Assessor's Tax Parcel Number 31052000403000, and which is legally described in Exhibit A (attached).
2. Pursuant to Marysville Municipal Code Section 12.32.020, the City Council may require the petitioners to compensate the City of Marysville, where the street has been part of a dedicated public right-of-way for 25 years or more, an amount that does not exceed the full appraised value of the area vacated.
3. Pursuant to Marysville Municipal Code Section 12.32.050, the compensation for the vacated right-of-way, if any, shall be based on the assessed value method of appraisal set forth in MMC 12.32.050(1).

RESOLUTION - 1

PASSED, by the City Council and APPROVED by the Mayor this 22nd day of September, 2008.

CITY OF MARYSVILLE

By   
DENNIS KENDALL, MAYOR

ATTEST:

By   
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By   
GRANT WEED, CITY ATTORNEY

DRAFT

COUNCILMINUTES

**Regular Meeting**  
September 22, 2008

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

Mayor Dennis Kendall called the September 22, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor/Police Chaplain John Mason from Mountain View Presbyterian. Mayor Kendall led those present in the Pledge of Allegiance.

### **Roll Call**

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

- Mayor:** Dennis Kendall
- Council:** Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright
- Absent:** None
- Also Present:** Chief Administrative Officer Mary Swenson, Police Chief Rick Smith, Community Development Director Gloria Hirashima, Commander Rob Lamoureux, Commander Ralph Krusey, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Information Officer Doug Buell, Operations Manager Terry Hawley, and City Clerk Tracy Jeffries

### **Committee Reports**

Councilmember Jeff Seibert reported on the September 10 meeting of the **Solid Waste Advisory Committee** meeting. He reviewed the following items which were discussed at the meeting:

- Disaster Debris Management Plan – denied by FEMA and is being reworked.
- In October the County will be working with the cities for interlocals.
- Preliminary Draft for the Five-Year Plan

DRAFT

Councilmember John Soriano reported that **Healthy Communities' Access to Healthy Foods subcommittee** met on the September 17. Doug Buell will be reporting on this.

### Presentations

#### A. Employee Service Awards.

##### 10 YEARS:

- David Zull, Project Manager – John Cowling presented the award.
- Marty Norsby, Facilities Maintenance Worker II – Kevin Nielsen presented the award.

##### 15 YEARS:

- Patricia Duemmell, Property/Evidence Specialist – not able to attend – Bob Dolhanyk presented the award.
- Stacey Dreyer, Police Officer – not able to attend – Rob Lamoureux presented the award.
- Juan Salazar, Lead Worker II – not able to attend – Terry Hawley presented the award.
- Judith Kirchberg, Administrative Secretary – Jim Ballew presented the award.

##### 20 YEARS:

- James Ballew, Parks Director – Mary Swenson presented the award.

##### 30 YEARS:

- Louis Wilson, Project Coordinator/Inspector – not able to attend – Terry Hawley presented the award.

#### B. Swear-In Police Officers.

Mary Swenson recognized that this is the first time the Police Department has been at full staff. Mayor Kendall presented 2008 Certificate of Appreciation awards to:

- Marcia Kelley, HR Analyst
- Kristie Guy, Asst. HR Director
- Tiki Stiles, Police Officer
- Wendy Wade, Sergeant

Mayor Kendall swore in the following police officers:

- Brycen Sewell
- Todd Fast
- David Allen
- Jeffrey Franzen (promoted to Sergeant) – Ralph Krusey introduced Sgt. Franzen

*Mayor Kendall recessed the meeting at 7:50 p.m. for 10 minutes.*

*DRAFT***Audience Participation**

None.

**Approval of Minutes**

1. Approval of September 8, 2008 City Council Meeting Minutes.

Councilmember Rasmussen noted that she would be abstaining as she was not present at the meeting.

Councilmember Vaughan referred to page 2, under Committee Reports on the Graffiti Task Force. Regarding Mayor Kendall's comment at the end of the bulleted list, it should be noted that the Tribes will be working with both the City and *WSDOT* regarding the overpass at 116<sup>th</sup>.

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

2. Approval of September 15, 2008 City Council Work Session Minutes.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Rasmussen, to approve the September 15, 2008 Work Session minutes as presented. **Motion** passed unanimously (7-0).

**Consent**

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

3. Approval of September 3, 2008 Claims in the Amount of \$873,004.61; Paid by Check No.'s 49850 through 50007 with no Check No.'s Voided.
4. Approval of September 10, 2008 Claims in the Amount of \$1,852,310.03; Paid by Check No.'s 50008 through 50122 with Check No. 49851 Voided.
6. Authorize the Mayor to Sign the Annual Support Agreement and License Agreement for Munis Software in the Amount of \$44,441.65.

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

**Review Bids**

DRAFT

## Public Hearings

7. A **Resolution** of the City of Marysville Establishing October 27, 2008 as the Date upon which a Public Hearing Shall be Held before the Marysville City Council to Consider Vacation of a Portion of Unimproved Right-of-Way North of 172<sup>nd</sup> Street NE / SR 531, East of 27<sup>th</sup> Avenue NE and South of Assessor's Tax Parcel Number 31052000403000.

Gloria Hirashima noted that staff is recommending that compensation be required. She commented that Jeff Huber representing White-Leasure was present to discuss the compensation issue. City Attorney Grant Weed clarified that this is not a public hearing tonight, but is just to set the hearing.

Jeff Huber, 416 South 8<sup>th</sup> Street, Boise, Idaho, stated that he represents the applicant White-Leasure. He discussed the history and other facts related to this property. He requested that the City reconsider the compensation issue.

**Motion** made by Councilmember Seibert, seconded by Councilmember Phillips, to approve Resolution #2250. **Motion** passed unanimously (7-0).

8. A **Resolution** of the Marysville City Council Commencing Negotiations with Snohomish County for an Interlocal Agreement as Provided in Chapter 39.34 RCW for the Annexation of Unincorporated Territory Pursuant to the Annexation Method Provided in RCW 35A.14.460.

**Motion** made by Councilmember Seibert, seconded by Councilmember Rasmussen, to approve Resolution #2251. **Motion** passed unanimously.

## New Business

### Legal

### Mayor's Business

- Staff has been working on budget.
- There is supposed to be a ribbon cutting sometime later this week for the Neopolis Restaurant.
- Over the weekend he attended an auction for the Boys and Girls club.
- Healthy Communities Kickoff will be between April and June.

### Staff Business

Jim Ballew:

- We started working on the off-leash park. There were a lot of volunteers including Councilmember Rasmussen and her son.
- There was a lot of rain, which was a good test for drainage improvements and they worked well.

*DRAFT*

- Make-a-Difference Day will be on October 25.
- They are hoping to have an Off-Leash Park dedication on Saturday, November 1.
- Serve Day is set for October 11 at Totem Middle School. They will be taking fence down around the baseball fields and installing trees, landscapes, a trail system and a new fence system as part of the Gateway Improvements Project.
- He just returned from Washington DC where they made a great presentation to 18 new communities that are doing the Pioneering Healthy Communities project.
- He commended the police department for catching those responsible for some of the large amount of graffiti that has been occurring.

Chief Smith:

- He agreed that it is great that they are catching some of the taggers.
- He stated that it is a great day that they are at full staff.
- The Pro Act Team will be starting soon. This will allow the police department to be more focused on gangs, graffiti and auto theft.

Kevin Nielsen:

- He informed the Council that 51<sup>st</sup> will be open on October 3.
- The police have recommended closing 136<sup>th</sup> to 152<sup>nd</sup> on Smokey Point/State Avenue. Staff is working through some issues with the contractor right now.

Doug Buell reported on the Healthy Communities' Access to Healthy Foods subcommittee meeting. Some of the topics discussed included:

- Community Gardens proposal at Doleshel Tree Farm
- A plan to go to the community with an online community garden questionnaire.
- Suggested getting more healthy foods recipes/literature in foreign languages on the display rack at the food bank.
- Program through the State to energize business meetings with nutritious food.

Gloria Hirashima:

- The City will be having a community workshop on the Whiskey Ridge Design Guidelines in Council chambers on September 30th at 7 p.m.
- She gave an update on the electrical permitting process which began last week.
- Staff is working on next phase of Smokey Point area planning. Staff is attempting regional permitting for critical areas.

Grant Weed announced that he had no business tonight and there would be no need for an executive session.

Mary Swenson commented that they now have a contract for Christopher Grant on the gang awareness training on November 6 and 7.

DRAFT

**Call on Councilmembers:**

Carmen Rasmussen:

- She enjoyed helping out with the off-leash park over the weekend.
- Last week she met with a consultant who is working with Snohomish County Tomorrow on a project to find regional solutions to the issue of affordable/attainable housing.
- She spoke with a citizen that walks in the City who brought up some lighting issues around the City.

Lee Phillips congratulated the Chief for being fully staffed.

John Soriano:

- He congratulated the Chief.
- He discussed energizing meetings and eating healthy during meetings. He noted that he attended a Get Motivated business seminar in Seattle today and this topic was discussed there as well.
- He apologized for not making it to the Paint Out.

Jon Nehring said it was great to see all the service awards and to see the new officers sworn in.

Jeff Vaughan:

- He discussed the gang training. He was thrilled about the work the police have done with arresting graffiti offenders.
- On Saturday he participated in the Paint Out which was interesting. He stated that he had wanted to show our support to the County. They picked a part of the track from the Everett Transit Center up to the tunnel. He commented on how disgusting the graffiti and garbage was on this section of the track. He expressed frustration that it took a year for Burlington Northern to grant approval for the group of volunteers to go clean up the mess and commented on the huge improvement that the group made.
- He welcomed all the Boy Scouts present tonight.

Donna Wright announced that Marilyn Sheldon is the new fire board member replacing Paul Rochon.

Jeff Seibert:

- He congratulated the police department for being fully staffed.
- He reported that the valve on Grove Street is leaking again. Kevin Nielsen said they repacked it, but will look at it again.
- He referred to a letter that Council received from the County about the Community Development Block Grant interlocal.
- He asked for more information about a proposed connection of 80<sup>th</sup> Street through to 60<sup>th</sup> Street.

*DRAFT*

**Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:54 p.m.

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

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

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



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

**STAFF RECOMMENDATION**

File No.: PA08039

Date of Report: October 10, 2008

Nature of Request: Right-of-way vacation of approximately 10,548 SF

Applicant: Smokey Pointe Associates, LLC

Contact: Smokey Pointe Associates, LLC  
Jeff Huber  
416 S. 8<sup>th</sup> St., Suite 200  
Boise, ID 83701

Location: Generally located at north of 172<sup>nd</sup> St. NE / SR 531, east of 27<sup>th</sup> Ave. NE

STAFF RECOMMENDATION: APPROVE WITH CONDITIONS

## I. EVALUATION

### A. Request

The applicant is requesting the vacation of a 10,548 SF portion of unimproved right-of-way (ROW) located north of 172<sup>nd</sup> St. NE / SR 531, east of 27<sup>th</sup> Ave. NE, and south of tax parcel 31052000403000.

The subject ROW was originally dedicated to Snohomish County in 1966 as part of the Lakewood Village Division 1 subdivision. Ownership of the property at that time was vested to Florence B. Carlson, E.C. Swanson, Mildred C. Swanson, and Continental Inc. (mortgage holder). The subdivision was subsequently vacated and the ROW was deeded to Snohomish County pursuant to RCW 58.17.212. Ownership of the ROW then transferred to the City of Marysville when the area was annexed in 2005. The applicant is requesting the vacation to allow the land to be included in the Lakewood Pointe commercial development.

### B. Site Description

The ROW is currently undeveloped. Construction of the Lakewood Pointe commercial development is currently underway on the parcel to the north and west of the subject site. 172<sup>nd</sup> St. NE / SR 531 abuts the property to the south. The site is located to the west of a future freeway interchange planned by Washington State Department of Transportation (WSDOT).

There is an 8" waterline located within the area proposed for vacation. The east/west portion of the waterline is in the process of being abandoned for the WSDOT interchange project; however, a 20' wide easement will need to be retained over the north/south portion of the waterline.

### C. Chapter 12.32 – Vacation of Streets and Alleys

Section 12.32.060 MMC outlines criteria for council decisions on vacation requests (copy enclosed).

Pursuant to Section 12.32.050 MMC, *Appraisal*, in all cases where the city council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made. According to the method outlined in Section 12.32.050(1) MMC, the assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation. Utilizing this method, staff has calculated the cost of right-of-way vacation to be \$77,738.76 (\$7.37/SF x 10,548 SF). In previous vacation proposals, the City has allowed a 50% reduction in cost for an area covered by an easement required by the City. If this reduction were applied for the area required to be covered by the waterline easement, a reduction of \$6,633.00 could be applied, for an adjusted cost of \$71,105.76.

If the City were to retain the ROW, the most beneficial public use would be for use as a landscaping or gateway treatment. A gateway was identified for the Lakewood

neighborhood in the City's Gateway master plan. If the potential purchaser (White Leasure) is willing to incorporate an area for gateway placement within the vacation, and construct said signage, this could be an alternative form of compensation that would provide public benefit. As public usage and an easement for the sign area would be retained, this could justify a reduction in compensation. The potential gateway signs were sent to White Leasure for consideration and to allow them an opportunity to obtain independent cost estimates from a sign company. The cost estimate identified by the Gateway Plan for this improvement is approximately \$61,000.00 (includes base lights, trellis, landscaping, etc.).

If Council concludes that a fee for the vacation should be paid, it should be paid prior to recordation of the approving ordinance. If Council allows the construction of the gateway improvement in-lieu of payment, the gateway should be constructed consistent with the Marysville Gateway Master Plan prior to completion of construction of site improvements in that area.

## II. FINDINGS AND CONCLUSIONS

1. The vacation request is consistent with the criteria for council decision outlined in Section 12.32.060 MMC.
2. The City Engineer has commented that he has no objections to the ROW vacation.
3. The Washington State Department of Transportation has commented that they have no objections to the ROW vacation.

## III. STAFF RECOMMENDATION

Staff recommends approval of the proposed vacation subject to the following conditions:

- 1) A 20-foot wide utility easement shall be recorded in favor of the City of Marysville over the existing north/south water line.
- 2) Compensation be required at \$71,105.76 (deduction for utility easement area) or that compensation be in the form of an agreement to construct a gateway sign, with design approval by the City, and that an easement be granted to the City for the sign area.

Prepared by: \_\_\_\_\_

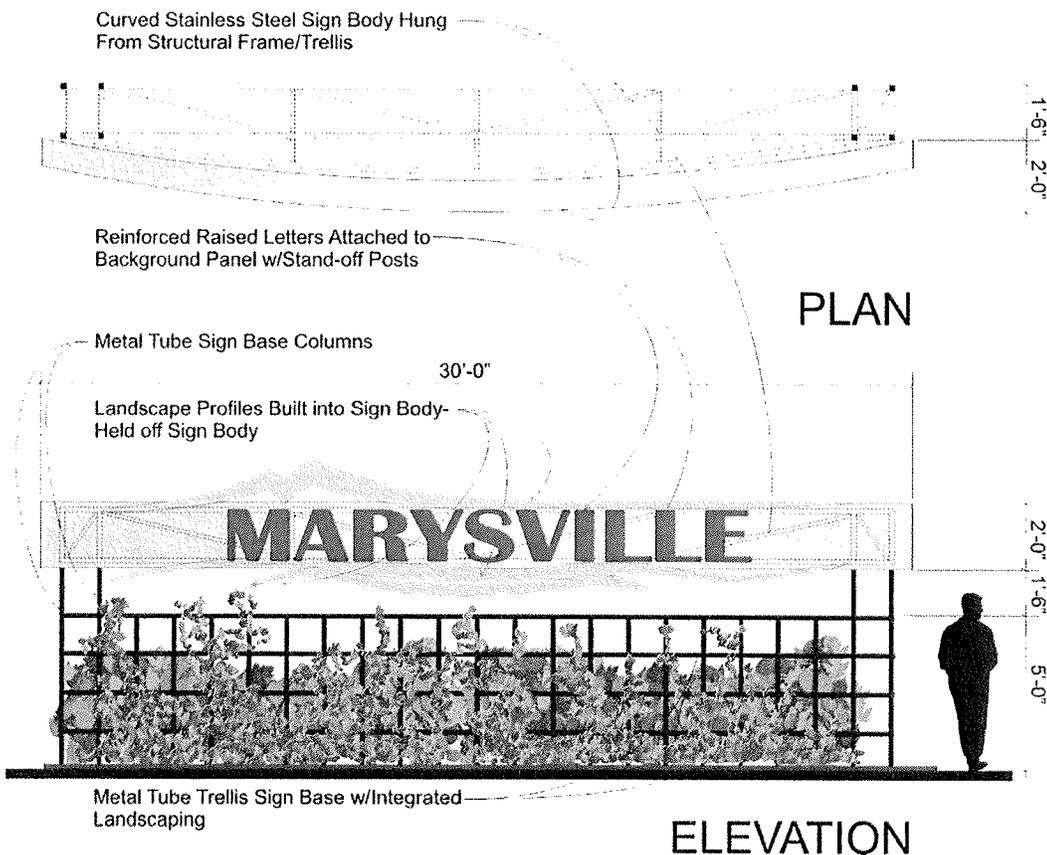
Reviewed by:  \_\_\_\_\_

## Large Scale – Horizontal

A large scale horizontal sign is offered for locations where visibility from a distance is desired and/or where motorists are moving quickly past the gateway. Footprint requirements are a significant consideration for large scale horizontal gateways.

A stainless steel backing panel with swoosh elements on top and bottom and "Marysville" in all capitals in the middle. Could be constructed with or without a concrete masonry base. The illustration below shows the gateway without a concrete masonry base.

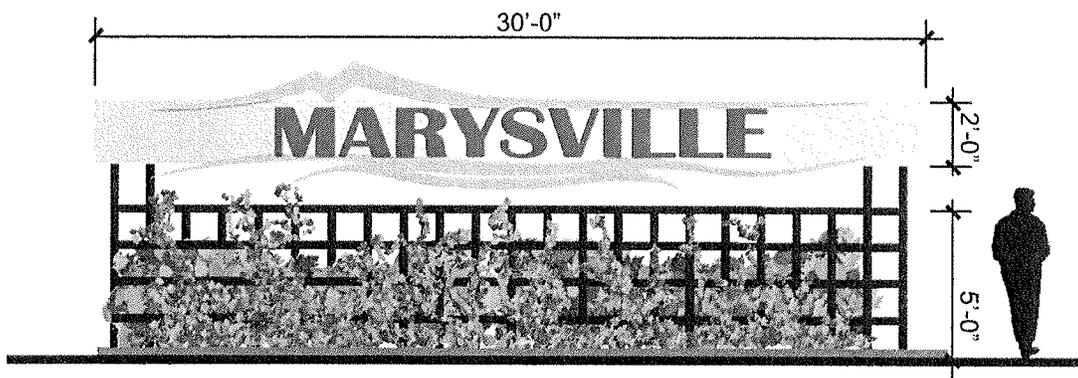
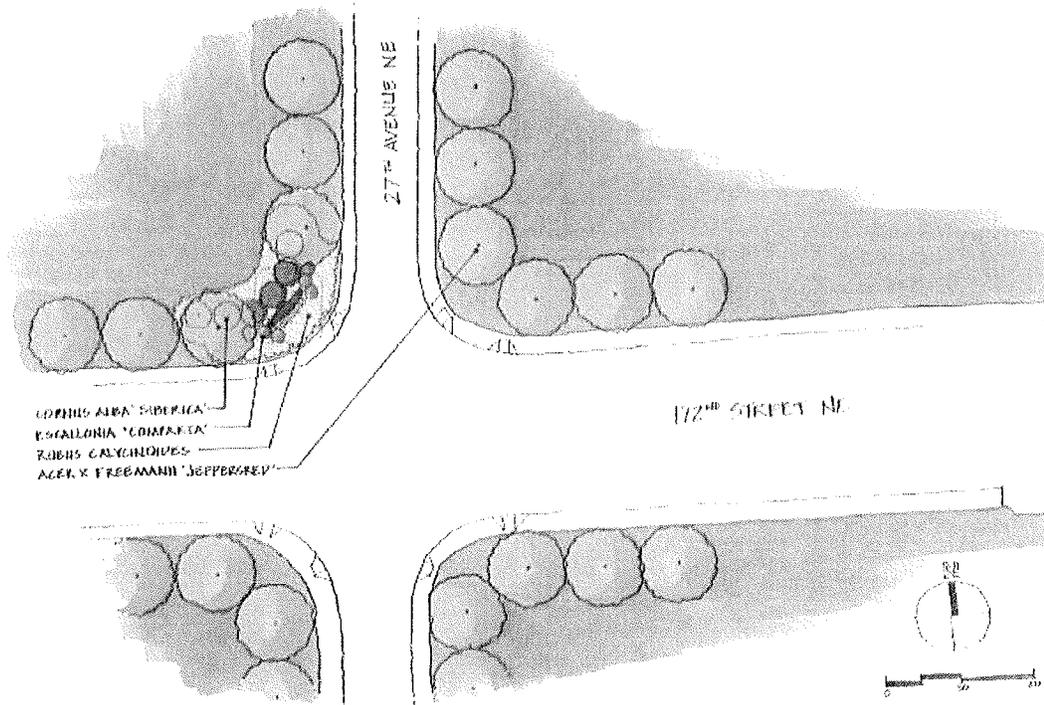
Cost Estimate: \$61,000 (includes base lights, trellis, landscaping, etc.)



# Applications

## 172<sup>nd</sup> Street NE and 27<sup>th</sup> Avenue NE

A large scale horizontal sign is suggested for this gateway location.



**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF MARYSVILLE VACATING A PORTION OF UNIMPROVED RIGHT-OF-WAY LOCATED NORTH OF 172<sup>nd</sup> St. NE / SR 531, EAST OF 27<sup>th</sup> AVE. NE, AND SOUTH OF TAX PARCEL 31052000403000.

WHEREAS, a public hearing was held before Marysville City Council on October 27, 2008 to consider the vacation of a portion unimproved right-of-way located north of 172<sup>nd</sup> St. NE / SR 531, east of 27<sup>th</sup> Ave. NE, and south of tax parcel 31052000403000 in the City of Marysville, as legally described in **Exhibit A** and as depicted in **Exhibit B** attached hereto; and

WHEREAS, the Marysville City Council considered the evidence presented at the public hearing and entered the following findings of fact:

- (a) The above-described right-of-way has remained unopened since it was originally acquired by Snohomish County and subsequently the City, and serves no public purpose;
- (b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;
- (c) The public need shall not be adversely affected by the vacation;
- (d) The right-of-way is not contemplated or needed for future public use;
- (e) No abutting owner will become landlocked nor will access to any abutting properties be substantially impaired;
- (g) The petitioners are willing to purchase said right-of-way from the City at a total cost of \_\_\_\_\_ representing 100% of the assessed valuation of the same;

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

Section 1. That portion of right-of-way, as legally described in **Exhibit A** and as depicted on **Exhibit B** attached hereto, is hereby vacated, subject to the following conditions:

1. A 20-foot wide utility easement shall be recorded in favor of the City of Marysville over the north/south running water main that exists on-site.

Section 2. In consideration for the vacation of said street, the City shall be paid the total sum of \_\_\_\_\_ for the property conveyed to the abutting owner. Payment of said sum shall be a condition precedent of this ordinance becoming effective.

Section 3. This ordinance and the vacation of the right-of-way referred to herein shall become effective five (5) days after the payment of the above-referenced sum and the publication of this ordinance and recording by the City of a certified copy of the same in the records of the Snohomish County Auditor.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

CITY OF MARYSVILLE

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

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

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

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

# Exhibit A (cont)

Property to be vacated to Smokey Pointe Associates, LLC

## LEGAL DESCRIPTION

### CITY OF MARYSVILLE R/W VACATION 172<sup>ND</sup> PLACE NE

That portion of the right-of-way of 172<sup>nd</sup> Place NE lying within the Southwest Quarter of the Southeast Quarter of Section 20, Township 31 North, Range 5 East, W.M., described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter; thence, along the west line of said subdivision, North 01°11'24" East 63.55 feet; thence, along the westerly extension of the north line of parcel described in Deed of Dedication recorded under Snohomish County Auditor's File No. 200801230248, North 88°51'28" East 192.58 feet to the right-of-way margin of said 172<sup>nd</sup> Place NE and the True Point of Beginning; thence, along said margin, North 01°14'16" East 66.44 feet and South 88°51'28" West 168.39 feet to the east line of parcel described in Statutory Warranty Deed recorded under Snohomish County Auditor's File No. 200510180849; thence, along said east line, South 01°11'30" West 60.05 feet to said right-of-way margin; thence, along said margin, South 88°51'18" West 88.87 feet to a curve to the left whose radius point bears South 01°08'42" East 20.75 feet; thence along said curve and margin through a central angle of 46°08'54" an arc distance of 16.71 feet; thence South 88°51'28" West 25.44 feet to the True Point of Beginning;

Containing an area of 10,548 square feet more or less.



7/29/09





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

**PETITION FOR VACATION OF STREET**

TO: The City Council of the City of Marysville, Washington

Smokey Pointe Associates, LLC hereby petitions the City of Marysville for the vacation of a street pursuant to RCW 35.79, and in support of said petition states as follows:

- 1.
  
2. Smokey Pointe Associates, LLC is the owner of 100% of all property abutting said street on the south side.
  
3. Vacation of said street will meet the following criteria:
  - a. It will provide a public benefit.
  - b. It will not adversely affect the street pattern or circulation of the immediate area or of the community as a whole.
  - c. The public need will not be adversely affected.
  - d. The street is not contemplated or needed for future public use.
  - e. No abutting owner will become landlocked or have his access substantially impaired.
  
4. Smokey Pointe Associates, LLC hereby agrees to pay all fees and charges required by Chapter 12.32 of the Marysville City Code relating to vacation of streets.

DATED this 8th day of August, 2008.

BY Jeff Auber  
Member, Smokey Pointe Associates, LLC

**EXHIBIT**  
2

QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.			
<b>SE</b>	<b>20</b>	<b>31</b>	<b>5</b>			

A product of the Snohomish County Assessor's Office  
Map produced on August 20, 2008

THIS IS NOT A SURVEY. IT IS A TAX MAP. IT IS USED FOR THE LOCATION OF PROPERTY ONLY. SNOHOMISH COUNTY DISCLAIMS ANY WARRANTY OF REPRESENTATIVENESS OR WARRANTY OF TITLE OF THIS MAP FOR ANY PARTICULAR PURPOSE. THE ACCURACY, CORRECTNESS, COMPLETENESS OR QUALITY OF DATA OR INFORMATION PROVIDED TO THE COUNTY BY THE TAXPAYER OR ANY OTHER SOURCE IS THE RESPONSIBILITY OF THE TAXPAYER. THE COUNTY DOES NOT WARRANT THE ACCURACY, CORRECTNESS, COMPLETENESS OR QUALITY OF DATA OR INFORMATION PROVIDED TO THE COUNTY BY THE TAXPAYER OR ANY OTHER SOURCE. THE COUNTY DOES NOT WARRANT THE ACCURACY, CORRECTNESS, COMPLETENESS OR QUALITY OF DATA OR INFORMATION PROVIDED TO THE COUNTY BY THE TAXPAYER OR ANY OTHER SOURCE. THE COUNTY DOES NOT WARRANT THE ACCURACY, CORRECTNESS, COMPLETENESS OR QUALITY OF DATA OR INFORMATION PROVIDED TO THE COUNTY BY THE TAXPAYER OR ANY OTHER SOURCE.

NE-20-31-5



NE-29-31-5

August 11, 2008

City of Marysville  
Attn: Cheryl Dungan  
80 Columbia Ave.  
Marysville, WA 98207

RE:

Dear Cheryl,

Attached is an application for the vacation of a small parcel of property (see Exhibit A attached hereto) located just west of I-5 that the City of Marysville owns on 172<sup>nd</sup> Street. The entire parcel is described on Exhibit B attached hereto.

As you know, Smokey Pointe Associates (White-Leasure Development Company) is under construction on property adjacent to this parcel. Smokey Pointe Associates, LLC is requesting that the City of Maryville vacate the parcel described on Exhibit A at no cost to Smokey Pointe Associates for the following reasons:

- A. The parcel was acquired by the City of Marysville through annexation.
- B. The parcel was intended to be used for right-of-way; however, WSDOT does not need it and it is not shown on their final plans for the upcoming Interchange project.
- C. The parcel is landlocked and is too small to be developed on its own.
- D. If it were vacated most of the parcel would be consumed by sidewalk and landscaping requirements. Smokey Pointe Associates is willing to pay for the landscaping and sidewalks.
- E. This parcel is located at the northerly gateway to the City of Marysville and if not vacated the landlocked parcel will become an eyesore and maintenance liability to the City.
- F. The parcel originally was a part of the property currently owned by Smokey Pointe Associates, LLC.

**EXHIBIT**  
3

- G. By vacating the parcel it will become active on the tax rolls which it currently is not.
- H. Smokey Pointe Associates is willing to reimburse the City of Marysville for any administrative costs associated with this vacation request.

Thank you for your time and efforts in processing this request. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jeff Huber  
Member, Smokey Pointe Associates, LLC

**Libby Grage**

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**From:** Jeff Huber [jhuber@white-leasure.com]  
**Sent:** Wednesday, September 03, 2008 4:25 PM  
**To:** Libby Grage  
**Cc:** Ken Lenz; H. Larry Leasure  
**Subject:** FW: Letter from Title Company Re: Property Requested for Vacation (PA08039) SR 531, City of Marysville  
**Attachments:** 0016\_001.pdf

Dear Libby-Attached is a letter from Old Republic Title regarding the property located on SR-531 that Smokey Pointe Associates, LLC has requested the city to vacate. As explained in the title company letter the property was dedicated to the public on the Plat of Lakewood Village No. 1, dated January 19, 1965, that was subsequently vacated. The county retained a portion of the property for future right-of-way and the city acquired the property through annexation. The property was not acquired at any expense to the public. The Revised Code of Washington (RCW 58.17.212 states "If any portion of the land contained in the subdivision was dedicated to the public for public use or benefit, such land, if not deed to the city, town, or county, shall be deeded to the city, town, or county unless the legislative authority shall set forth findings that the public use would not be served in retaining title to those lands". In an e-mail to you dated August 29th, 2008 from George Chambers of the Washington State Transportation Department states that the property is not needed for right-of-way for the SR-531 project. Retention of this property by the City of Marysville would not result in any public benefit and therefore the City of Marysville should vacate the property back to the original parcel owned by Smokey Pointe Associates, LLC at no cost to the applicant. The vacation of the parcel to the applicant would result in a public benefit in that the property would be placed back on the tax rolls and would be landscaped and maintained by the applicant thereby relieving the city of future maintenance and liability issues. As per the Marysville Municipal Code section 12.32.020, 2(b), the "City Council shall consider the reports of the city engineer and/or planner and shall determine whether or not it will require compensation for the vacation". Again, since no public funds were expended to acquire this parcel no compensation should be due. We request that you consider all of the above when making your report to the City Council so that the Council is fully informed prior to setting a date for the public hearing. Thank you for your attention to this matter. Sincerely, Jeff Huber, Smokey Pointe Associates, LLC

Jeffrey C. Huber  
Vice President  
White-Leasure Development Company  
416 South 8th Street, Suite 200  
Boise, Idaho 83702  
Telephone: (208) 345-1842 ext. 214  
Fax: (208) 343-3143  
E-Mail: jhuber@white-leasure.com

This transmission and any attachment may be strictly confidential and protected by the work product doctrine. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please notify the sender (only) and delete the message. Thank you.

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**From:** White-Leasure [mailto:Scanner@WhiteLeasure.com]  
**Sent:** Wednesday, September 03, 2008 12:51 PM  
**To:** Jeff Huber  
**Subject:** Letter from Title Company Re: Property Requested for Vacation SR 531, City of Marysville



OLD REPUBLIC TITLE &amp; ESCROW

August 13, 2008

White-Leasure Development Company  
416 South 8<sup>th</sup> Street, Suite 200  
Boise, Idaho 83702  
Attn: Mr. Jeffery Huber

You inquired about the ownerships and by what means was the property shown in Attachment A was acquired. This property was dedicated to the public on the Plat of Lakewood Village Div. No. 1, recorded in Volume 25 of Plats, Pages 90 and 91, records of Snohomish County, Washington. Lakewood Village Div. No. 1 has subsequently been vacated. However, RCW 58.17.212 states "If any portion of the land contained in the subdivision was dedicated to the public for public use or benefit, such land, if not deeded to the city, town, or county, shall be deeded to the city, town, or county unless the legislative authority shall set forth findings that the public use would not be served in retaining title to those lands."

This would indicate that title vests in the City of Marysville, and who could vacate subject property. We will need to do a complete title search of this property and of the adjacent property owners to determine insurability. Please feel free to contact me if you have any questions.

Sincerely,

Richard Booth  
Commercial Title Officer  
Tel: 206-441-1955  
Fax: 206-441-1953  
Toll Free: 800-949-1960  
[rbooth@ortc.com](mailto:rbooth@ortc.com)



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

PA08039: Smokey Pointe Assoc., LLC / White-Leasure R-O-W Vacation  
 Assessed Value of Comparable Abutting Properties

**Comparable Abutting Vacant Land**

Owner	Parcel #	2008 Assessed Land Value	Total SF	Price per SF
Smokey Pointe Associates	31052000403000	\$1,117,700	151,741 SF	\$7.37
Total		\$1,117,700	151,741 SF	
Average		\$1,117,700	151,741 SF	<b>\$7.37</b>

**Total Cost of ROW Vacation:      \$7.37 x 10,548 SF = \$77,738.76**

50% reduction for area within water line easement:

Easement area -

Appx. 1,800 SF (90' long x 20' wide) x 7.37 = \$13,266 x 0.50 = \$6,633

<b>Total Cost calculated above</b>	-	<b>\$77,738.76</b>
<b>Less 50% reduction for area w/in easement</b>	-	<b><u>\$6,633.00</u></b>
		<b>\$71,105.76</b>

**Libby Grage**

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**From:** John Cowling  
**Sent:** Monday, September 08, 2008 1:39 PM  
**To:** Libby Grage  
**Subject:** RE: Letter from Title Company Re: Property Requested for Vacation (PA08039) SR 531, City of Marysville

In response to the property requested for vacation by White Leasure along the north side of 172<sup>nd</sup> St. NE between 27<sup>th</sup> Ave. NE and the I-5 off ramp, the City has no objection to this proposed vacation as it does not serve benefit to the City or WSDOT. The applicant shall be required to compensate the City for the value of the subject property. Although the applicant has requested this vacation be accommodated at no cost, it would be inconsistent with previous right of way vacation process in which compensation was required, additionally, the land holds true property value for which the City should be compensated.

**John A. Cowling, P.E.**

**Asst. Public Works Director / City Engineer**  
City of Marysville | 80 Columbia Ave, Marysville, WA 98270  
Direct Line (360) 363-8281 | Fax (360) 651-5099

**Libby Grage**

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**From:** Chambers, George [ChambGW@wsdot.wa.gov]  
**Sent:** Friday, August 29, 2008 9:59 AM  
**To:** Libby Grage  
**Cc:** jhuber@white-leasure.com  
**Subject:** White-Leasure Street Vacation, PA08039

Libby Grage  
Community Development  
City of Marysville

Subject: Request for Review, White-Leasure Street Vacation, PA08-039

WSDOT has no problem with the City of Marysville vacating a portion of City Right-of-Way adjacent to SR-531 (172nd Place NE) as shown on Exhibit A to the White-Leasure Development Co. (Smokey Pointe Associates, LLC). WSDOT has no need for this parcel for the SR-531 interchange project.

**George Chambers**  
**WSDOT-Northwest Region**  
**Senior Development Services/**  
**Local Agency Engineer**  
**Phone: 206-440-4912**  
**Fax: 206-440-4806**  
**15700 Dayton Avenue North, MS: NB82-240**  
**PO Box 330310, Seattle, WA 98133-9710**



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

## MEMORANDUM

DATE: September 4, 2008  
TO: Libby Grage, Associate Planner  
FROM: Anne Miller, Associate Engineer III *AM*  
RE: PA 08-039 White Leasure  
172<sup>nd</sup> St. NE and 27<sup>th</sup> Ave. NE

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The following comments are offered after review of the above referenced application.

1. There is an eight-inch water main in the westerly portion of the vacation request and a six-inch water main in the northern portion of the vacation request. Asbuilt W94 for Lakewood Village. A 10 – 20 foot easement will be required of the vacation is approved.

If you have questions regarding these comments, please contact me at (360) 363-8218 or at [amiller@marysvillewa.gov](mailto:amiller@marysvillewa.gov).

cc: Gloria Hirashima – Community Development Director  
Shawn Smith, PE, Development Services Manager - Land Development



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

## MEMORANDUM

**DATE:** August 26, 2008  
**TO:** Libby Grage, Associate Planner  
**FROM:** Deryl Taylor, Development Services Technician *DT*  
**RE:** RFR for PA 08-039, White Leasure Vacate, 172<sup>nd</sup> St NE  
**CC:** Shawn Smith, PE, Engineering Services Manager

1<sup>st</sup> Review of Legal Description & Drawing

Legal description distance of 25.44' does not match drawing distance of 64.87'



**PUBLIC WORKS**  
Kevin Nielsen, *Director*

80 Columbia Avenue  
Marysville, Washington 98270  
Phone (360) 363-8100  
Fax (360) 363-8284  
ci.marysville.wa.us

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## MEMORANDUM

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To: Libby Grage  
From: Holly Kohl  
Re: PA08-039  
Date: August 28, 2008

**Engineering Department Comments:**

Transportation – No comments

- Jeff Laycock

Drainage – No comments

- Adam Bailey

Utilities – Easements for any water or sewer facilities will need to be reserved.

- David Zull

CD - No Comments - SHAWN SMITH

## Chapter 12.32

## VACATION OF STREETS AND ALLEYS

## Sections:

- 12.32.010 Petition – Filing.
- 12.32.020 Petition – Scheduling for public hearing – Compensation for vacated area.
- 12.32.030 Notice of public hearing.
- 12.32.040 Survey requirements.
- 12.32.050 Appraisal.
- 12.32.060 Criteria for council decision.
- 12.32.070 Authorized by ordinance.
- 12.32.080 Notice to auditor and assessor.
- 12.32.090 Use of proceeds of vacation.

**12.32.010 Petition – Filing.**

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the city council for the vacation of such street or alley, or any part thereof, in the manner provided in this chapter and pursuant to Chapter 35.79 RCW, or the city council may itself initiate, by resolution, such vacation procedure. The petition shall be on such form as may be prescribed by the city and shall contain a full and correct description of the property sought to be vacated. A petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated.

The petition shall be filed with the city clerk, and the petitioners shall pay fees as set forth in MMC 14.07.005. (Ord. 2106 § 9, 1996; Ord. 1271, 1983; Ord. 948 § 1, 1977).

**12.32.020 Petition – Scheduling for public hearing – Compensation for vacated area.**

(1) Upon receiving a petition or the vacation of a city street or alley, the city clerk shall place the matter upon the agenda of the city council at a regular meeting to be held not fewer than 10, nor more than 30 days, from the date the petition is filed with the city clerk. The city clerk shall notify the petitioners in writing of the date the matter shall come before the city council. The city clerk shall then notify the city engineer and the compliance officer/planner of the petition and the date when the matter will be before the city council, and said officials shall prepare reports relating to the same.

(2) The city council may require the petitioners to compensate the city of Marysville:

(a) Where the street or alley has been part of a dedicated public right-of-way for 25 years or more, an amount that does not exceed the full appraised value of the area vacated;

(b) Where the street or alley has not been part of a dedicated public right-of-way for 25 years or more an amount which equals one-half of the appraised value of the area vacated.

When the vacation is initiated by the city of Marysville, or the city council deems it in the best interest of the city of Marysville, the council may waive all or any portion of such compensation. At the time the city council initially has the petition before it in order to set the matter for public hearing by resolution, the city council shall consider the reports of the city engineer and/or the city planner shall determine whether or not it will require that the city be compensated as a condition of the vacation.

(3) The city council shall, by resolution, fix the time for the hearing of such petition, which time shall not be more than 60 days, nor fewer than 20 days after the passage of such resolution. (Ord. 2396 § 1, 2001; Ord. 948 § 2, 1977).

**12.32.030 Notice of public hearing.**

(1) On the passage of the resolution provided for in MMC 12.32.020, the city clerk shall give 20 days' notice of the pendency of the petition by a written notice posted in three of the most public places in the city and a like notice in conspicuous place on the street or alley sought to be vacated. The notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition.

(2) In all cases where the proceeding is initiated by resolution of the city without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, in addition to notice required in subsection (1) of this section, there shall be given by mail, at least 15 days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley, or any part thereof, sought to be vacated, as shown on the rolls of the county treasurer, directed to the addresses thereon shown. Failure to send notice by mail to any such property owner where the current address of such property owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed street vacation. (Ord. 948 § 3, 1977).

## 12.32.040

**12.32.040 Survey requirements.**

It shall be the duty of the city engineer to determine whether or not the location and legal description of the street or alley proposed for vacation are sufficiently known to the city so that an accurate legal description of the proposed vacation can be known with certainty. If the city engineer determines that these matters are not known or are not accurately known, then the city shall notify the petitioners of the necessity of having an accurate, professional survey of the property proposed for vacation within the boundaries of the proposed vacation marked upon the ground with an accurate legal description of the proposed vacation to be furnished to the city. The city shall not proceed further upon the vacation petition until such a survey has been done and legal description has been received. (Ord. 948 § 4, 1977).

**12.32.050 Appraisal.**

In all cases where the city council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made by one or more of the following methods:

(1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.

(2) The petitioner shall be required to submit a report of a professional appraiser to the city, stating the fair market value of the right-of-way proposed for vacation.

(3) The city shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing. (Ord. 2321 § 1, 2000; Ord. 1170, 1981; Ord. 948 § 5, 1977).

**12.32.060 Criteria for council decision.**

(1) The city council shall not vacate any street, alley or any parts thereof if any portion thereof abuts any body of salt or fresh water unless such vacation is sought to enable the city or state to acquire the property for port purposes, boat moorage or launching sites, park, viewpoint, recreational or educational purposes or other public uses. This provision shall not apply to industrial-zoned property.

(2) The city council shall use the following criteria for deciding upon the petition:

- (a) The vacation will provide a public benefit, and/or will be for a public purpose;
- (b) The right-of-way vacation shall not ad-

versely affect the street pattern or circulation of the immediate area or the community as a whole;

(c) The public need shall not be adversely affected;

(d) The right-of-way is not contemplated or needed for future public use;

(e) No abutting owner will become landlocked or his access will not be substantially impaired; i.e., there must be an alternative mode of ingress and egress, even if less convenient; provided that the city council may, at the time of its public hearing, determine that the city may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

(3) The city council will, at the time of the public hearing, determine the amount of compensation to be paid to the city by the petitioners as a condition of the vacation, which amount shall not exceed one-half of the appraised value of the area to be vacated; except, that in the event the subject property or portions thereof were acquired at public expense, the city may require compensation in an amount equal to the full appraised value of the area to be vacated. (Ord. 1452, 1986; Ord. 948 § 6, 1977).

**12.32.070 Authorized by ordinance.**

If the city council determines to grant the petition provided for in MMC 12.32.010, or any part thereof, the council shall authorize by ordinance the vacation of such street or alley, or any part thereof. Such ordinance may provide for the retention by the city of all easements or rights in respect to the vacated land for the construction or repair and maintenance of public utilities and services. If the city council determines that compensation shall be paid as a condition of the vacation, then the ordinance shall not be published or become effective until the compensation has been paid by the petitioners. (Ord. 948 § 7, 1977).

**12.32.080 Notice to auditor and assessor.**

A certified copy of the ordinance vacating any street or alley, or part thereof, shall be filed by the city clerk with the Snohomish County auditor's office and with the Snohomish County assessor's office. (Ord. 948 § 8, 1977).

**12.32.090 Use of proceeds of vacation.**

One-half of the revenue received by the city as compensation for area vacated, under this chapter, shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city. (Ord. 2396 § 2, 2001).

## Chapter 35.79 RCW

# Streets — vacation

### Chapter Listing

#### RCW Sections

- [35.79.010](#) Petition by owners -- Fixing time for hearing.
- [35.79.020](#) Notice of hearing -- Objections prior to hearing.
- [35.79.030](#) Hearing -- Ordinance of vacation.
- [35.79.035](#) Limitations on vacations of streets abutting bodies of water -- Procedure.
- [35.79.040](#) Title to vacated street or alley.
- [35.79.050](#) Vested rights not affected.

#### **35.79.010** **Petition by owners — Fixing time for hearing.**

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the legislative authority to make vacation, giving a description of the property to be vacated, or the legislative authority may itself initiate by resolution such vacation procedure. The petition or resolution shall be filed with the city or town clerk, and, if the petition is signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated, legislative authority by resolution shall fix a time when the petition will be heard and determined by such authority or a committee thereof, which time shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution.

[1965 c 7 § [35.79.010](#). Prior: 1957 c 156 § 2; 1901 c 84 § 1, part; RRS § 9297, part.]

#### **35.79.020** **Notice of hearing — Objections prior to hearing.**

Upon the passage of the resolution the city or town clerk shall give twenty days' notice of the pendency of the petition by a written notice posted in three of the most public places in the city or town and a like notice in a conspicuous place on the street or alley sought to be vacated. The said notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition. In all cases where the proceeding is initiated by resolution of the city or town council or similar legislative authority without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, in addition to the notice hereinabove required, there shall be given by mail at least fifteen days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley or any part thereof sought to be vacated, as shown on the rolls of the county treasurer, directed to the address thereon shown: PROVIDED, That if fifty percent of the abutting property owners file written objection to the proposed vacation with the clerk, prior to the time of hearing, the city shall be prohibited from proceeding with the resolution.

[1965 c 7 § [35.79.020](#). Prior: 1957 c 156 § 3; 1901 c 84 § 1, part; RRS § 9297, part.]

#### **35.79.030** **Hearing — Ordinance of vacation.**

The hearing on such petition may be held before the legislative authority, or before a committee thereof upon the date fixed by resolution or at the time said hearing may be adjourned to. If the hearing is before such a committee the same shall, following the hearing, report its recommendation on the petition to the legislative authority which may adopt or reject the recommendation. If such hearing be held before such a committee it shall not be necessary to hold a hearing on the petition before such legislative authority. If the legislative authority determines to grant said petition or any part thereof, such city or town shall be authorized and have authority by ordinance to vacate such street, or alley, or any part thereof, and the ordinance may provide that it shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated. The ordinance may provide that the city retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. A certified copy of such ordinance shall be recorded by the clerk of the legislative authority and in the office of the auditor of the county in which the vacated land is located. One-half of the revenue received by the city or town as compensation for the area vacated must be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city or town.

[2002 c 55 § 1; 2001 c 202 § 1; 1987 c 228 § 1; 1985 c 254 § 1; 1969 c 28 § 4. Prior: 1967 ex.s. c 129 § 1; 1967 c 123 § 1; 1965 c 7 § 35.79.030; prior: 1957 c 156 § 4; 1949 c 14 § 1; 1901 c 84 § 2; Rem. Supp. 1949 § 9298.]

### 35.79.035

#### Limitations on vacations of streets abutting bodies of water — Procedure.

(1) A city or town shall not vacate a street or alley if any portion of the street or alley abuts a body of fresh or salt water unless:

(a) The vacation is sought to enable the city or town to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;

(b) The city or town, by resolution of its legislative authority, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or

(c) The vacation is sought to enable a city or town to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.

(2) Before adopting a resolution vacating a street or alley under subsection (1)(b) of this section, the city or town shall:

(a) Compile an inventory of all rights-of-way within the city or town that abut the same body of water that is abutted by the street or alley sought to be vacated;

(b) Conduct a study to determine if the street or alley to be vacated is suitable for use by the city or town for any of the following purposes: Port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;

(c) Hold a public hearing on the proposed vacation in the manner required by this chapter, where in addition to the normal requirements for publishing notice, notice of the public hearing is posted conspicuously on the street or alley sought to be vacated, which posted notice indicates that the area is public access, it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to a particular official indicating his or her objection; and

(d) Make a finding that the street or alley sought to be vacated is not suitable for any of the purposes listed under (b) of this subsection, and that the vacation is in the public interest.

(3) No vacation shall be effective until the fair market value has been paid for the street or alley that is vacated. Moneys received from the vacation may be used by the city or town only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

[1987 c 228 § 2.]

**35.79.040**

**Title to vacated street or alley.**

If any street or alley in any city or town is vacated by the city or town council, the property within the limits so vacated shall belong to the abutting property owners, one-half to each.

[1965 c 7 § 35.79.040. Prior: 1901 c 84 § 3; RRS § 9299.]

**35.79.050**

**Vested rights not affected.**

No vested rights shall be affected by the provisions of this chapter.

[1965 c 7 § 35.79.050. Prior: 1901 c 84 § 4; RRS § 9300.]

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

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

<b>AGENDA ITEM:</b> Amendments/Corrections and Graffiti	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Grant K. Weed	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Ordinance for AMENDING MMC 6.03.120 CORRECTING STATUTORY REFERENCES; AND AMENDING CHAPTERS 6.06 AND 6.51 ADOPTING AND INCORPORATING BY REFERENCE CERTAIN SPECIFIED STATE CRIMINAL STATUTES AND INCORPORATING BY REFERENCE THE STATE MISDEMEANOR CRIME OF CRIMINAL STREET GANG TAGGING AND GRAFFITI.  RCW Adopted by Reference 9A.48.105	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Effective June 12, 2008 the Washington Legislature enacted a new crime called Criminal Street Gang Tagging and Graffiti. (A copy of the crime is attached for your reference.) The crime is a gross misdemeanor offense with a maximum penalty of a 365 days in jail and \$5000 fine plus cost penalties and assessments. Ordinance No. \_\_\_\_\_ attached has been prepared to incorporate this new crime by reference into the Marysville Municipal Code. In addition to incorporation by reference of the new crime, the proposed ordinance contains corrections to previously adopted and incorporated by reference statutes.

The attached ordinance and amendments have been approved as to form by City attorney Grant Weed.

<b>RECOMMENDED ACTION:</b> Staff recommends that Marysville City Council approve the ordinance AMENDING MMC 6.03.120 CORRECTING STATUTORY REFERENCES; AND AMENDING CHAPTERS 6.06 AND 6.51 ADOPTING AND INCORPORATING BY REFERENCE CERTAIN SPECIFIED STATE CRIMINAL STATUTES AND INCORPORATING BY REFERENCE THE STATE MISDEMEANOR CRIME OF CRIMINAL STREET GANG TAGGING AND GRAFFITI.
<b>COUNCIL ACTION:</b>

CITY OF MARYSVILLE  
Marysville, Washington

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

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING MMC 6.03.120 CORRECTING STATUTORY REFERENCES; AND AMENDING CHAPTERS 6.06 AND 6.51 ADOPTING AND INCORPORATING BY REFERENCE CERTAIN SPECIFIED STATE CRIMINAL STATUTES AND INCORPORATING BY REFERENCE THE STATE MISDEMEANOR CRIME OF CRIMINAL STREET GANG TAGGING AND GRAFFITI.

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

Section 1. Marysville Municipal Code 6.030.120 is hereby corrected and amended to read as follows:

**6.03.120 Classification of crimes– Penalties.**

All offenses defined by this title, or by any state statute which is incorporated herein by reference, constitute crimes and are classified as misdemeanors or gross misdemeanors as indicated by state law for the particular offense; provided, that where no express designation is made in state law or this code, such crimes shall be misdemeanors. Any party convicted of having committed a misdemeanor or gross misdemeanor shall be punished by a fine and/or imprisonment not to exceed the limits set forth for misdemeanors and gross misdemeanors in RCW 9A.~~20.02~~.021(2) and (3). (Ord. 1993 § 2, 1994; Ord. 1421 § 2, 1985; Ord. 965 § 1.05, 1977).

Section 2. Marysville Municipal Code Chapter 6.06 is hereby amended to read as follows:

**Chapter 6.06  
ADOPTION OF STATE PROVISIONS**

Sections:

[6.06.010](#) Adoption of state statutes by reference.

[6.06.020](#) Automatic amendments.

ORDINANCE - Page 1 of 3

g/mv/ord.amend corrections graffiti –adopted by reference – penalties 100708

[6.06.030](#) Statute incorporated by reference.

**6.06.010 Adoption of state statutes by reference.**

Statutes of the state of Washington ~~Revised Code of Washington~~ specified in ~~Chapters 6.03 through 6.30 in the Marysville Municipal Code (MMC)~~ are adopted by reference as and for a portion of the Penal Code of the City of Marysville as if set forth in full, with the exception of the penalty provisions thereof which are superseded by the penalty provisions of said chapters, as set forth in MMC [6.03.120](#). (Ord. 965 § 1.14, 1977).

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**6.06.020 Automatic amendments.**

The amendment or repeal by the Washington State Legislature of any of the statutes adopted in ~~the Chapters 6.03 through 6.60~~ MMC by reference shall be deemed to automatically amend or repeal said chapters in conformity therewith, and it shall not be necessary for the legislative authority of the City to take any action with respect to such amendments or repealers. (Ord. 965 § 1.15, 1977).

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**6.06.030 Statute incorporated by reference.**

The following statute is incorporated in this chapter by reference:

RCW

9A.04.110 Definitions.

(Ord. 965 § 1.16, 1977).003 c 288 § 7; 2003 c 53 § 63; 1982 c 192 § 10.]

Section 3. Marysville Municipal Code Chapter 6.51 is hereby amended to read as follows:

**Chapter 6.51**

**ARSON, RECKLESS BURNING AND MALICIOUS MISCHIEF**

Sections:

[6.51.010](#) Statutes incorporated by reference.

**6.51.010 Statutes incorporated by reference.**

The following statutes regarding arson, reckless burning and malicious mischief are incorporated by reference:

RCW

9A.48.010 Definitions.

9A.48.050 Reckless burning.

9A.48.060 Reckless burning – Defense.

9A.48.090 Malicious mischief.

9A.48.100 Malicious mischief – “Physical damage” defined.

9A.48.105 Criminal Street Gang Tagging and Graffiti.

9.61.230 Telephone calls to harass, intimidate, torment or embarrass.

9.61.240 Permitting telephone to be used.

9.61.250 Where telephone offense is deemed to have been committed.

(Ord. 1335, 1984; Ord. 965 § 7.01, 1977).

Section 4. Severability.

The provisions of this ordinance are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection or portion of this ordinance, or the application thereof to any person or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

CITY OF MARYSVILLE

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

ATTEST:

By \_\_\_\_\_  
Tracy Jeffries, City Clerk

Approved as to form:

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

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

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

ORDINANCE - Page 3 of 3

g/mv/ord.amend corrections graffiti –adopted by reference – penalties 100708

\*New Section of RCW 9A.48.105 Added to MMC by this ordinance:

**RCW 9A.48.105**

**Criminal street gang tagging and graffiti.**

(1) A person is guilty of criminal street gang tagging and graffiti if he or she commits malicious mischief in the third degree under RCW 9A.48.090(1)(b) and he or she:

(a) Has multiple current convictions for malicious mischief in the third degree offenses under RCW 9A.48.090(1)(b); or

(b) Has previously been convicted for a malicious mischief in the third degree offense under RCW 9A.48.090(1)(b) or a comparable offense under a municipal code provision of any city or town; and

(c) The current offense or one of the current offenses is a "criminal street gang-related offense" as defined in RCW 9.94A.030.

(2) Criminal street gang tagging and graffiti is a gross misdemeanor offense.

[2008 c 276 § 306.]

Notes: Severability -- Part headings, subheadings not law -- 2008 c 276: See notes following RCW 36.28A.200.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

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

AGENDA ITEM: Approve Contract to purchase Pumps from Correct Equipment, Inc., for the Edward Springs Booster Pump Station	AGENDA SECTION: New Contract	
PREPARED BY: David Zull, Project Manager	AGENDA NUMBER:	
ATTACHMENTS:  Contract	APPROVED BY: <i>X</i>	
	MAYOR	CAO
BUDGET CODE: 40220594.563000            W0808	AMOUNT: \$37,348.50	

The Edward Springs Booster Pump Station is being modified to provide fire flow capability to the 460 pressure zone located north of the Edward Springs site. The booster pumps were initially installed to help improve fire flow to the north 240 pressure zone, but is no longer needed for that purpose since the Wade Reservoir has been constructed. To accomplish the new objective, the existing pumps need to be replaced. The attached contract with Correct Equipment will accomplish this objective.

City staff tried to get quotes from all known pump contractors, but Correct Equipment was the only company to give us a quote. The other companies didn't have the parts available to provide the pumps in a reasonable time frame. The total amount of the Purchase Order is for \$37,348.50 which includes State Sales Tax.

RECOMMENDED ACTION: <b>Public Works Staff recommends the City Council approve the Contract with Correct Equipment, Inc. in the amount of \$37,348.50 including Washington State Sales Tax.</b>
COUNCIL ACTION:

## SMALL WORKS CONTRACT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 between the CITY OF MARYSVILLE, a municipal corporation ("City"), and CORRECT EQUIPMENT, INC. ("Contractor").

In consideration of the terms and conditions contained herein and attached and made a part of this contract, the parties herein covenant and agree as follows:

1. **PROJECT.** The Contractor shall do all work and furnish all tools, materials and equipment for the City's public works project known as **Edward Spring Booster Pump Rebowling** ("Project") in accordance with and as described in the attached bid, plans and specifications, and shall perform any alterations in or additions to the Project provided under this contract and every part thereof. Additional details and specifications for the project are attached as **Attachment A.**

2. **PROJECT COST.** The lump amount of the Project contract is Thirty Four Thousand, Four Hundred Twenty Two and 58/100 DOLLARS (\$**34,422.58**) plus Washington State sales tax of Two Thousand, Nine Hundred Twenty Five and 92/100 DOLLARS (\$**2,925.92**) for a total Project cost of Thirty Seven Thousand, Three Hundred Forty Eight and 50/100 DOLLARS (**\$37,348.50**). The total Project cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative and permit and regulatory costs, unless otherwise agreed in writing.

3. **CITY AGREEMENT.** The City employs Contractor to provide the materials and to do and cause to be performed the Project work described above and to complete and finish same according to the attached plans and specifications and the terms and conditions herein contained, and contracts to pay the total Project cost for such work at the time and in the manner and upon the conditions provided for in this contract.

4. **CONTRACTOR AGREEMENT.** The Contractor hereby agrees to fully perform the work for the total Project cost according to the terms and conditions of this contract.

5. **CONTRACTOR RESPONSIBILITIES.** The Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of one (1) year after approval and final acceptance by the City

of the work. The Contractor shall be responsible for performing the work in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

**OPTIONAL PARAGRAPH:**

6. **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 District, and further that the Consultant will be barred from performing any services for the District now or in the future, unless a showing is made satisfactory to the District that discriminatory practices have been terminated and that recurrence of such action is unlikely.

7. **EQUITABLE ADJUSTMENTS.** Should Contractor feel an equitable adjustment to the Project cost is warranted wither by written change order or an oral order from the City, Contractor shall file a written notice of that fact with the City within twenty-four (24) hours of the written or oral order. No later than five (5) days thereafter, Contractor shall file a written claim with the City stating the amount claimed, supported by appropriate documentation. No claim for equitable adjustment shall be allowed if submitted after the Project has been given final acceptance by the City.

8. **PAYMENT TERMS.** The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. A detailed application for payment shall be submitted by the Contractor to the City on or before the 1st day of each month, showing the progress of the work and requesting payment in an amount proportionate to the work completed. In cases of single payment, the City shall make payment only after all appropriate releases are submitted and the project is given final acceptance by the City. In cases of multiple payments, the City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein. Payment to the Contractor shall be made within thirty (30) days after final acceptance by the City.

9. **ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.

10. **INDEMNIFICATION.** The Contractor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with, the work performed under this contract, or caused in whole or in part by reason of the presence of the Contractor, the subcontractors, or their property, employees or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. This indemnification provided herein constitutes Contractor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

11. **INSURANCE.** The Contractor shall obtain and keep in force during the term of the contract insurance in no less than the following amounts:

	Comprehensive <u>General Liability</u>	<u>Automobile</u>	<u>Property</u>
Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	\$2,000,000	\$2,000,000

The City shall be specifically named as an insured in such policy or policies. A Certificate of Insurance, questionnaire and endorsement, as required by the City, shall be executed and delivered to the City at the time of execution of this contract.

12. **PREVAILING WAGES.** The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28.

A statement of prevailing wages applicable to the Project is included in the specifications. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Final payment will be made in accordance with the requirements of RCW 39.12.

13. **TRENCH SAFETY SYSTEMS.** All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARYSVILLE

By \_\_\_\_\_

Attest:

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

Approved as to form:

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

CORRECT EQUIPMENT, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

Address: 14576 N.E. 98<sup>th</sup> Street

Redmond, WA 98052

Telephone: 425-869-1233

**INDEMNIFICATION ADDENDUM**

CORRECT EQUIPMENT, INC., (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner) harmless from any and all claims, demands, loses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Contractor's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Contractor or contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor's duty to defend, indemnify and hold Owner harmless shall include as to all claims, demands, losses and liability to which it applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

CITY OF MARYSVILLE  
  
By \_\_\_\_\_  
Dennis Kendall, Mayor

CORRECT EQUIPMENT, INC.  
  
By \_\_\_\_\_  
  
\_\_\_\_\_  
[name & title]

Date

Date



# Correct Equipment, Inc.

July 25, 2008

To: City of Marysville

Attn: David Zull

From: Howard Taub

Re: Rebowling Edward Springs

## QUOTATION:

1. Pumps will be brought to the Correct Equipment shop in Redmond. Replace bowl assembly with American Marsh model 11HC, lower column piece, pump shafting, bearings, 316SS screen and cartridge mechanical seal faces. Start up services are included: Check installation, motor tests, vibration tests, connect motor to pump, adjust impeller clearance, check pump hydraulic performance.

Price: \$10,304.29 per pump

2. Remove and replace pumps, one at a time, but consecutively, and bring pumps to shop and return to site:

Price: \$13,814.00 for job

Prices do not include sales tax. All parts are in stock at factory. Quotation is valid for 90 days.

Prices include all onsite assistance and startup.

14576 N.E. 95th Street Redmond, WA 98052 [www.correctequipment.com](http://www.correctequipment.com)  
(425)-869-1233 Fax (425) 869-1033

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

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

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

This Recovery Contract establishes a fair fee for latecomers benefiting from a sewer lift station and force main built for the plat of Eagle Bay located at 36<sup>th</sup> Dr and Sunnyside Blvd.

The recoverable amount of this Recovery Contract is \$368,704.98.

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

After Recording Return to:

CITY OF MARYSVILLE  
80 COLUMBIA AVENUE  
MARYSVILLE, WA 98270

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

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

Name  
Eagle Bay Homes, LLC

Address  
P.O. Box 2868  
Everett, WA 98213

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer lift station (water, sewer, or storm drainage) system, including a(n) 4-inch force main and appurtenances situated as follows:

**A lift station and force main located at 36<sup>th</sup> Dr NE and Sunnyside Blvd, designed to serve 200 homes, including the plat of Eagle Bay (11 dwelling units) and properties south (189 dwelling units).**

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

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

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

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

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$390,164.47**, which have been paid in full by the Developer.

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

**Nineteen properties located in the SE Quarter of Section 3, Township 29 North, Range 5 East, W.M., as follows: 290503-004-009-00, 4-012, 4-010, 4-011, 4-013, 4-014, 4-017, 4-016, 4-046, 4-015, 4-028, 4-029, 4-030, 4-031, 4-032, 4-034, 4-033, 4-042, & 4-035.**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$368,704.98**.

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

6. The fair pro-rata share is hereby established to be \$1,950.82 per dwelling unit.

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

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

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

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

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

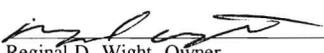
11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section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

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

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

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

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

DEVELOPER:  
  
  
Reginal D. Wight, Owner  
Eagle Bay Homes, LLC

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

~~**For Individual:**~~

~~STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )~~

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

~~DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.~~

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

**For Representative or Company:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

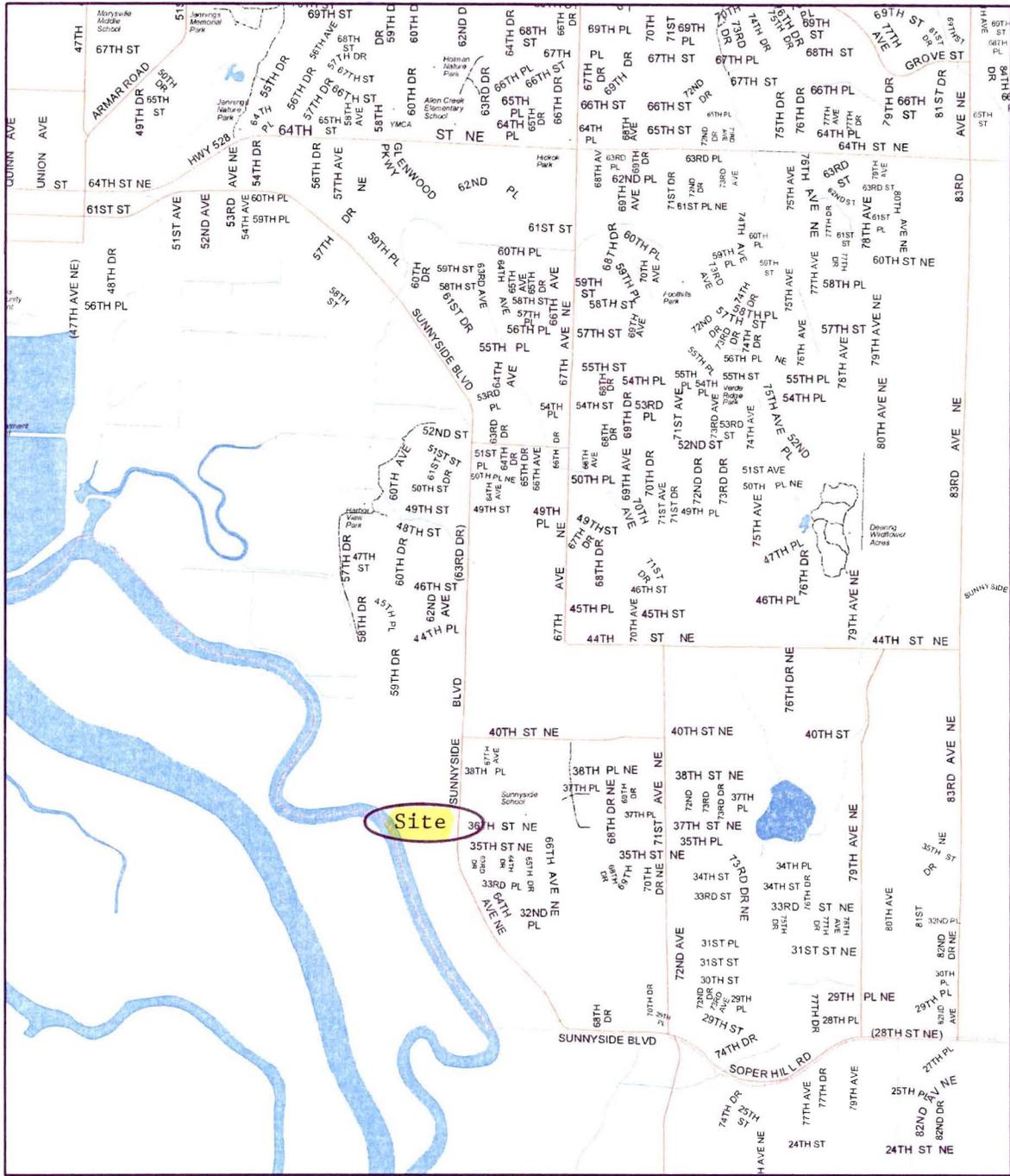
I certify that I know or have satisfactory evidence that **Reginal D. Wight** is the person who appeared before me, and said person acknowledged that **he** signed this instrument, on oath stated that **he** was authorized to execute the instrument and acknowledged it as the **Owner of Eagle Bay Homes, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of September, 2008.



Kris Phelps  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Edmonds  
My commission expires 10-30-11

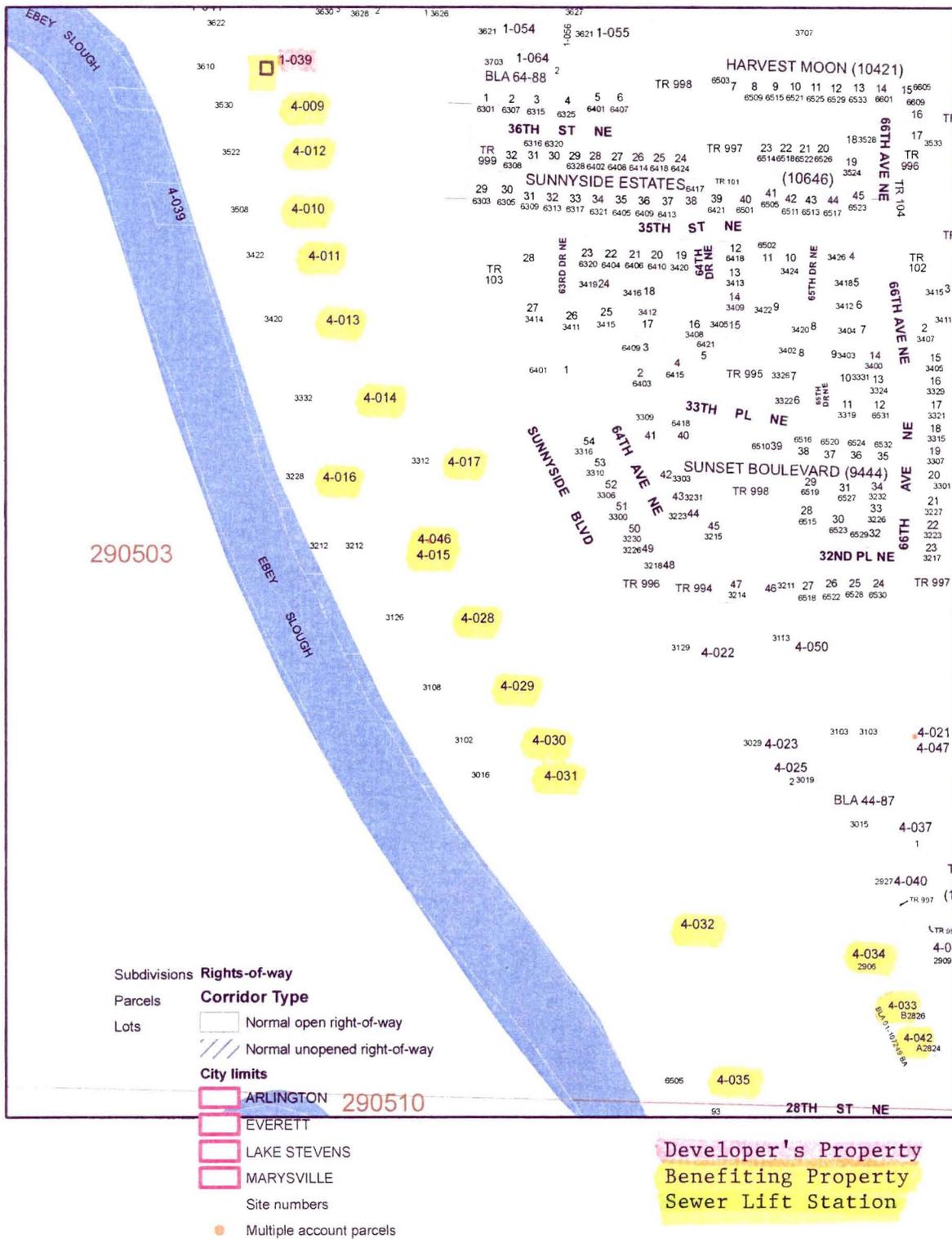
# EXHIBIT A - vicinity map



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

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

# Exhibit B - Parcel Map



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Exhibit C

Plat of Eagle Bay – Sewer RC#286

	Property Address	Parcel #	DU's	Cost \$1,950.82/du	Date Paid
1	3530 Sunnyside Blvd	290503-004-009-00			
2	3522 Sunnyside Blvd	290503-004-012-00			
3	3508 Sunnyside Blvd	290503-004-010-00			
4	3422 Sunnyside Blvd	290503-004-011-00			
5	3420 Sunnyside Blvd	290503-004-013-00			
6	3332 Sunnyside Blvd	290503-004-014-00			
7	3312 Sunnyside Blvd	290503-004-017-00			
8	3228 Sunnyside Blvd	290503-004-016-00			
9	3212 Sunnyside Blvd	290503-004-046-00			
10	3212 Sunnyside Blvd	290503-004-015-00			
11	3126 Sunnyside Blvd	290503-004-028-00			
12	3108 Sunnyside Blvd	290503-004-029-00			
13	3102 Sunnyside Blvd	290503-004-030-00			
14	3016 Sunnyside Blvd	290503-004-031-00			
15	Vacant Land	290503-004-032-00			
16	2906 Sunnyside Blvd	290503-004-034-00			
17	2826 Sunnyside Blvd	290503-004-033-00			
18	2824 Sunnyside Blvd	290503-004-042-00			
19	6505 28 <sup>th</sup> St NE	290503-004-035-00			
	<b>Subtotal - Recoverable</b>		189	<b>\$368,704.98</b>	
	Developer's Share		11	\$21,459.49	
	<b>Total Project Cost</b>		200	<b>\$390,164.47</b>	

Recorded:

Expires:

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

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

<b>AGENDA ITEM:</b> Professional Services Agreement with Kleinfelder West, Inc. for Professional Services on the Sunnyside Well Rehabilitation Project	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> David Zull, P.E., Project Manager	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Professional Services Agreement	<b>APPROVED BY:</b> <i>[Signature]</i>	
	MAYOR	CAO
<b>BUDGET CODE:</b> 40220594.563000 W0705	<b>AMOUNT:</b> \$44,505.00	

This Professional Services Agreement will provide the City with technical services for the Sunnyside Well #2. This Contract provides for special proprietary technical services for the rehabilitation of Well #2. Kleinfelder is the only firm legally allowed to do this work.

A previous study done by RH2 Engineer discovered that the well screen for this well is partially blocked by corrosion and encrustation. Kleinfelder's proprietary method of rehabilitating wells will loosen the blockages and clean the screen to increase the capacity of the well.

It is staff's opinion that the negotiated fee of \$44,505.00 is fair. In light of these facts staff is confident that the City would be well-served by this contract.

<b>RECOMMENDED ACTION:</b> <b>Public Works Staff recommends the City Council authorize the Mayor to sign the Professional Services Agreement in the amount of \$44,505.00 with Kleinfelder West, Inc.</b>
<b>COUNCIL ACTION:</b>

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND KLEINFELDER WEST, INC.  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and KLEINFELDER WEST, 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 services to rehabilitate the City's Sunnyside Well No. 2 as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

## ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached **Exhibit A**. 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 when fully executed and shall complete the work by **December 31, 2008**, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 **INDEMNITY.**

a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term

"claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, 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 Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

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

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

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

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

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

(3) Workers' Compensation. Workers' compensation limits as required by the Workers'

Compensation Act of Washington;

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

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

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

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

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

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

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

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

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

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

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

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

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$44,505.00. In the event the City elects to expand the

scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

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

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

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

#### **ARTICLE V. GENERAL**

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

CITY OF MARYSVILLE  
David L. Zull  
80 Columbia Avenue  
MARYSVILLE, WA 98270

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

Jim Bailey, Well Services Director  
Kleinfelder West, Inc.  
2405 140<sup>th</sup> Avenue NE, A101  
Bellevue, WA 98004

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 \_\_\_\_\_, 2008.

CITY OF MARYSVILLE

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

KLEINFELDER WEST, INC.

By \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

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



2405 140<sup>th</sup> Avenue NE, Suite A101  
Bellevue, Washington 98004  
p| 425.562.4200  
f| 425.562.4201  
kleinfelder.com

August 28, 2008  
Proposal # 91641.16

City of Marysville  
Public Works Department  
80 Columbia Ave  
Marysville, WA 98270

Attention: Mr. David Zull

RE: Marysville Sunnyside Well 2 Rehabilitation Project

Dear David:

The following is a proposed scope of services for well rehabilitation and test pumping to be performed on the City of Marysville Sunnyside Well 2. According to the information provided, the well is constructed of 16-inch steel casing and a 15-inch stainless steel 60 slot screen to a total depth of approximately 338 feet below ground surface. The well construction log documents a 20-foot well screen interval beginning at a depth of 318 feet and an original static water level of 132 feet below top of casing. Kleinfelder completed a video inspection of the well on June 16, 2008. The inspection confirmed the well construction details on the original log and indicated the presence of biofouling deposits on portions of the screen. Some screen slots were also filled with fine sediment and the bottom 3 feet of the well screen was filled with sediment and debris.

Kleinfelder will use an impulse generation method (Hydropuls®) in conjunction with Tacoma Pump & Drilling using mechanical methods (pumping, isolation surging and bailing). The Hydropuls® tool works by causing the formation material to vibrate at its natural frequency. These vibrations along with secondary compression waves cause encrustations and impacted fine material to fracture and loosen. The loosened material is then brought into the well using pumping and mechanical surging and bailing. The proposed rehabilitation work for the Sunnyside Well 2 will include the following steps:

1. Pre-rehabilitation short-term pumping test (30-minute or less duration) to establish a baseline specific capacity;

2. Brushing of the of the well, as required, to remove internal biological and mineral deposit on the casing and screen;
3. Implement well rehabilitation technology using impulse generation (Hydropuls®) to loosen impacted fine sediment, biological and mineral deposits around the screen interval and surrounding formation;
4. Simultaneous with the use of the rehabilitation technology, a submersible pumping system shall be installed by the drilling contractor to allow for pumping and removal of water and dislodged material;
5. After use of rehabilitation technology, an isolation surging and pumping unit, operated by the drilling contractor, is moved up and down in two to four foot intervals in the water bearing zone to remove debris loosened by the rehabilitation work until turbidity clears. Kleinfelder will monitor the isolation surging and pumping process to determine when this step is complete;
6. Post-rehabilitation cycle short-term pumping test (30-minutes or less duration) to assess if improvement in specific capacity has occurred;
7. Repeat steps 3 through 6 if rehabilitation work is improving the well's specific capacity and/or significant sediment is being removed from the screen interval;
8. Final video inspection of the well to document well condition after rehabilitation work is complete;
9. Perform a 4-hour step test to determine pumping rate for 24-hour constant rate pumping test;
10. Complete a 24-hour constant rate drawdown and recovery test to collect data for determining long term pumping capacity of well.

After completion of the rehabilitation work and pumping tests we will prepare a report that discusses the results of the rehabilitation work and the pumping tests.

It is anticipated that we can accomplish one cycle, of Hydropuls®/pumping/mechanical surging per day (10 hours) of work. We assume that to complete the rehabilitation work and the pumping tests on this well as described above will require 6 to 7 days total.

A tentative work schedule is provided below.

*Day 1* – Mobilization to site by driller, setup rig over well, perform pre-rehabilitation specific capacity test, bail out material from well, brush blank casing and screen, bail out material from well.

*Day 2* – Install Hydropuls®, implement and complete two rounds of impulse generation and pumping. Remove pump and Hydropuls® and install and use isolation surging/pumping tool to complete removal of fines. Remove tool from well, bail and run short specific capacity test.

*Day 3* – Install Hydropuls® and pump; complete second and third round of Hydropuls® and pumping cycle if needed. Remove pump and Hydropuls® and install and use isolation surging/pumping tool to remove additional fine sediment. Remove tool from well, bail and run short specific capacity test.

*Day 4* – Perform post-rehabilitation video inspection, install pressure transducer(s) and run 4-hour step pumping test,

*Day 5* – Complete a 24-hour constant rate pumping test and monitor water level drawdown in well and any adjacent observation wells.

*Day 6* – Shut off test pump and monitor water level recovery.

*Day 7* – Remove test pumping equipment, pressure transducers and secure well head before leaving site.

The above schedule is an estimate only and will depend on actual site and well conditions encountered. After each cycle of rehabilitation described above we would communicate with the City regarding additional cycles. The water generated during the rehabilitation work is expected to be very turbid and we assume the City will provide a location for the water to be discharged to.

Kleinfelder's estimated lump sum costs to complete the rehabilitation work outlined above are:

Mob/Demob:	\$ 500
Rehabilitation Work (2 days):	\$5,400
Post Rehab Video Inspection:	<u>\$ 750</u>
<b>Subtotal:</b>	<b>\$6,650</b>

Tacoma Pump & Drilling estimated costs for the rehabilitation work are:

Mob/Demob:	\$ 1,250
Rehabilitation Work (40-hours):	\$10,000
Per Diem (4days):	<u>\$ 800</u>
<b>Subtotal:</b>	<b>\$13,111 (including sales tax)</b>

Estimated costs for the post rehabilitation pumping tests are:

Kleinfelder:	<b>\$3500</b>
Tacoma Pump & Drilling:	<b>\$14,154 (including sales tax)</b>

Rehabilitation/pumping test report:

Kleinfelder:	<b>\$3,000</b>
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The total estimated costs for the rehabilitation and pumping test work on the Sunnyside Well 2 are **\$44,505** based on the following cumulative project costs :

Kleinfelder:	\$13,150 + 15% markup on Tacoma Pump = <b>\$17,240</b>
Tacoma Pump & Drilling:	<b>\$27,265</b>

Kleinfelder appreciates the opportunity to assist you with this project and look forward to working with you.

Sincerely,

**KLEINFELDER WEST, INC.**

Handwritten signature of Jim Bailey in cursive script.

Jim Bailey, L.HG  
Well Services Director

Handwritten signature of Chris W. Allen in cursive script.

Chris W. Allen, L.G.  
Senior Water Resources Specialist



## MASTER SERVICES AGREEMENT

This Master Services Agreement (Agreement) is made by and between Kleinfelder West, Inc. (KLEINFELDER) with an address at 2405 140<sup>th</sup> Avenue NE, Suite A101, Bellevue, Washington 98005 and City of Marysville with an address at 80 Columbia Avenue, Marysville, Washington 98270 (hereinafter referred to as CLIENT). This Agreement consists of the following documents, which are incorporated herein by reference:

- KLEINFELDER's Proposal to CLIENT dated August 28, 2008 (91641.16/SEA8P228)
- Any and all subsequent Work Orders (Exhibit 1)
- CLIENT's Agreement with OWNER dated \_\_\_\_\_ (Prime Agreement) if applicable and any Amendments to the Prime Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

**1. WORK ORDERS AND SCOPE OF SERVICES:** This Agreement anticipates the execution of various written Work Orders (see Exhibit 1, Sample Work Order) and sets forth the terms and conditions pursuant to which KLEINFELDER will provide CLIENT the services (Services) specified in KLEINFELDER's Proposal and in each Work Order. Each Work Order shall define the scope of Services to be performed, the location of CLIENT's project for providing such Services, the time period for performance, the agreed-upon fees, and additional provisions, if any, applicable to such Services.

**2. STANDARD OF CARE:** KLEINFELDER will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of KLEINFELDER's profession practicing in the same locality, under similar conditions and at the date the services are provided. Due to limitations in current technology, no level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including mold). CLIENT is advised to carefully review any other pertinent limitations described in the Proposal or in the scope of Services. If included in the Services, KLEINFELDER's Services during construction will be limited to observation and testing of construction operations. KLEINFELDER will not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by others. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies, or omissions may occur. Parties agree that, before exercising any other remedy for any alleged breach by KLEINFELDER of the standard of care hereunder, CLIENT will direct KLEINFELDER in writing to re-perform any defective Services. KLEINFELDER will only sign certifications if approved by KLEINFELDER in writing prior to start of Services. CLIENT understands that any such certifications are statements of professional opinion only. KLEINFELDER makes no other representation, guarantee, or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

**3. KLEINFELDER'S RESPONSIBILITIES:** KLEINFELDER will perform the Services as an independent contractor and shall not act as an agent or employee of CLIENT. KLEINFELDER shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. KLEINFELDER will, as directed by CLIENT or its agent (i) provide qualified staff to perform the Services specified in the Work Order; (ii) maintain records of Project site activities and costs for a period of three (3) years from completion of KLEINFELDER's services; (iii) work, to the extent reasonably possible, in coordination with CLIENT's employees, contractors, consultants and other site staff so as not to impede the progress of the Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

**4. TERM AND TERMINATION:** The term of this Agreement shall commence on the date of execution of this Agreement, except as to Services authorized by CLIENT and performed by KLEINFELDER prior to execution of this Agreement, and shall continue in effect for a period of two years or until terminated by either party as provided herein. Either party may terminate this Agreement or any Work Order at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. Notwithstanding the termination of this Agreement, this Agreement will survive as to any and all Work Orders signed by both Parties prior to the Agreement's effective termination date, and until all of the rights and obligations of both Parties hereunder have been fulfilled. CLIENT shall compensate KLEINFELDER for all Services performed hereunder through the date of any termination and for all reasonable costs and expenses incurred by

KLEINFELDER in effecting the termination, including, without limitation, non-cancelable commitments, fixed cost components, and other demobilization costs.

**5. COMPENSATION:** KLEINFELDER may be compensated for its Services either on a time-and-materials or fixed-price basis or any other method as mutually agreed upon and as specified in each Work Order. CLIENT agrees to provide any invoice format and contents requirements to KLEINFELDER in advance of signing this Agreement. Additional charges may apply to any contracting or invoicing specifications outside of KLEINFELDER's standard procedures. CLIENT understands that time-and-materials pricing should be construed as an estimate only and that true costs may be higher or lower, depending on actual circumstances. If a Work Order is to be performed on a time-and-materials basis, KLEINFELDER shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth in its then current fee schedule. KLEINFELDER shall submit its invoices for Services rendered to CLIENT monthly. The terms of payment are net thirty (30) days from date of invoice, with a one and one-half percent (1.5%) per month service charge on balances past due. Interest on amounts that are past due shall be computed from the initial date of invoice. KLEINFELDER may suspend performance of Services under this Agreement until KLEINFELDER has been paid in full for all balances past due, including applicable service charges. KLEINFELDER shall be entitled to recover all its attorney's fees and costs resulting from its efforts to secure payment from Client.

**6. INSURANCE:** KLEINFELDER currently carries Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance for bodily injury and property damage. In addition, KLEINFELDER carries Professional Liability and Pollution Prevention insurance coverage.

**7. CHANGES:** CLIENT or KLEINFELDER may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by KLEINFELDER. Both Parties agree to negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Order, and to execute an amended Work Order. Should the total cost of KLEINFELDER's performance under a Work Order be greater than the estimated amount, KLEINFELDER will notify CLIENT. Failure by both parties to renegotiate in good faith the terms and conditions of any Work Order may result in **suspension** of work without penalties, and termination of this Agreement by KLEINFELDER.

**8. FORCE MAJEURE:** If the performance of Services by KLEINFELDER is affected by causes beyond its reasonable control, Force Majeure shall result. Force Majeure includes acts of God; acts of a legislative, administrative, or judicial entity; acts of CLIENT's separate contractors and consultants; war; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

**9. INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to KLEINFELDER by the CLIENT, shall, at CLIENT's written request, be returned upon completion of the Services; provided, however, that KLEINFELDER may retain one (1) copy of all such documents for record keeping purposes. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by KLEINFELDER pursuant to this Agreement are instruments of service. Exclusive ownership, copyright and title to all such instruments of service shall remain with KLEINFELDER. The opinions and other information prepared or furnished by KLEINFELDER under this Agreement, including, without limitation, its instruments of service, are not intended to inform, guide, or otherwise influence any entities or persons other than CLIENT with respect to any particular business transactions and should not be relied upon by any entities or persons other than CLIENT for any purpose. Any requests by third parties for reliance upon the Instruments of Service will be subject to advance approval at KLEINFELDER's sole discretion and subject to the terms of KLEINFELDER's then effective policy, which governs additional fees and limitations related thereto. KLEINFELDER will not be responsible for damages resulting from any unauthorized use by CLIENT or others of the instruments of service furnished by KLEINFELDER under this Agreement.

**10. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to (i) convey and discuss with KLEINFELDER all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project; (ii) ensure the cooperation of CLIENT's employees and separate contractors and consultants; and (iii) be solely

responsible for determining whether the Project is subject to prevailing wage regulations and to notify KLEINFELDER of such determination in advance of its proposal.

**11. ALLOCATION OF RISK.** Neither party shall be responsible to the other for any special, incidental, indirect, penal or consequential damages (including lost profits) incurred by either KLEINFELDER or CLIENT or for which either party may be liable to any third party. The indemnity obligations and the limitation of liability established below shall survive the expiration or termination of this Agreement.

- (a) **Indemnification of CLIENT.** Subject to the provisions and Limitation of Liability of this Agreement, KLEINFELDER agrees to indemnify and hold harmless CLIENT, its shareholders, officers directors, employees, and agents from and against any claims, suits, damages, expenses, including reasonable attorneys' fees, or other losses (collectively "Losses") to the extent caused by KLEINFELDER's negligent performance of Services under this Agreement.
- (b) **Indemnification of KLEINFELDER.** Client will indemnify and hold harmless KLEINFELDER, its shareholders, officers, directors, employees, and agents from and against Losses to the extent caused by the negligence of Client, its employees, agents, and contractors. CLIENT'S obligation to indemnify shall include any Losses, resulting from (1) a subsequent determination that the Project is subject to prevailing wage regulations, and (2) Losses arising from the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, the exposure of any person to, or any degradation of the environment due to Hazardous Materials.
- (c) **Limitation of Liability:** The total liability of KLEINFELDER arising out of or related to this Agreement, whether based in contract or tort, shall be limited to the greater of the compensation actually paid to KLEINFELDER for the Services under all Work Orders or \$50,000. This limitation of liability shall include any Losses payable to Client under 11(a), Indemnification of CLIENT. All claims by CLIENT against KLEINFELDER shall be deemed waived unless written notice of the claim has been provided to KLEINFELDER within one (1) year after substantial completion of the Services performed under a particular Work Order. CLIENT agrees that any claim or suit for damages made or filed against KLEINFELDER by CLIENT will be made or filed solely against KLEINFELDER or its successors or assigns and that no shareholder or employee of KLEINFELDER shall be personally liable to CLIENT for damages under any circumstances. This Limitation of Liability applies to any and all claims, no matter how pleaded, including claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of Services performed under this Agreement. KLEINFELDER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for damages shall not exceed the percentage share that KLEINFELDER's negligence bears to the total negligence of all negligent entities and individuals

**12. NO CONTROL OF MEANS AND METHODS OF OTHERS:** KLEINFELDER will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of CLIENT's separate contractors and consultants in connection with the Project. KLEINFELDER's services do not include any job site safety obligations required by the project or any applicable code or regulation.

**13. SITE ACCESS:** CLIENT shall, as may be required by KLEINFELDER for the successful and timely completion of Services: (i) provide unimpeded and timely access to the site, including third party sites, if required; (ii) provide an adequate area for KLEINFELDER's site office facilities, equipment storage, and parking; (iii) furnish all construction utilities and utility releases necessary for the performance of the Services; and (iv) obtain Project-specific permits and licenses necessary for the performance of the Services.

**14. WARRANTY OF TITLE, WASTE OWNERSHIP:** KLEINFELDER does not take title to any hazardous materials found at the project site. Any risk of loss with respect to all materials shall remain with the project site owner, who shall be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples shall remain the property of the CLIENT. CLIENT shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

**15. ASSIGNMENT AND SUBCONTRACTING:** This Agreement does not create any right or benefit to anyone other than CLIENT and KLEINFELDER and shall not be assigned by either party without the prior written approval of the other party. KLEINFELDER, however, may elect to subcontract portions of the Services to a qualified subcontractor.

**16. DISPUTE RESOLUTION:** If a claim or dispute arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, both Parties agree to attempt to resolve the claim or dispute (1) at a meeting between the principals within fifteen (15) days of receipt by either party of a notice and description of the dispute, and failing resolution (2) mediation in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from service of written notice. If the claim or dispute cannot be resolved through mediation and unless otherwise mutually agreed, either party may file suit in an appropriate court in the state of the KLEINFELDER office entering into this Agreement.

**17. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party in any one or more instances to enforce one or more of the terms or conditions of this Agreement, or to exercise any right or privilege in this Agreement, or the waiver by KLEINFELDER or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such waiver had occurred.

**18. SEVERABILITY:** Every term or condition of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

**19. GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of the KLEINFELDER office entering into this Agreement.

**20. ENTIRE AGREEMENT:** The terms and conditions set forth herein, including any associated Work Orders, constitute the entire understanding and agreement of both Parties with respect to the Services. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Order shall not operate to modify this Agreement or any Work Order.

In witness whereof, CLIENT and KLEINFELDER have caused this Agreement to be executed by their respective duly-authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

**CLIENT**

**KLEINFELDER WEST, INC.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ATTACHMENT:** Exhibit 1, Sample Work Order

**EXHIBIT 1  
SAMPLE WORK ORDER NO:**

Issued Pursuant to Master Services Agreement (Reference Number or Date of Execution \_\_\_\_\_ )

Effective Date: by and between Kleinfelder West, Inc. (KLEINFELDER) and \_\_\_\_\_ (CLIENT).

CLIENT Office: (Location) \_\_\_\_\_ KLEINFELDER Project No: \_\_\_\_\_

Work Order Type:     Time and Material  
                                  Fixed Price  
                                  Other (describe): \_\_\_\_\_

CLIENT Reference No: \_\_\_\_\_

KLEINFELDER Office: \_\_\_\_\_

KLEINFELDER Contact: \_\_\_\_\_

**1. SCOPE OF WORK:**

(Continue on additional page, if needed)

**2. LOCATION/CLIENT FACILITY INVOLVED:**

**3. PERIOD OF PERFORMANCE: FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**4. AUTHORIZED FEES:**

**5. SPECIAL PROVISIONS:**

**NOTICE TO PROCEED IS GIVEN ON (DATE):** \_\_\_\_\_

**CLIENT:**

**KLEINFELDER WEST, INC.:**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_



**EXHIBIT 1  
WORK ORDER NO: 1**

Issued Pursuant to Master Services Agreement (Date of Execution August 28, 2008)

Effective Date: by and between Kleinfelder West, Inc. (KLEINFELDER) and City of Marysville(CLIENT).

CLIENT Office: (Location)  
80 Columbia Avenue  
Marysville, Washington 98270

KLEINFELDER Project No:  
Work Order Type:  Time and Material  
 Fixed Price  
 Other (describe):

CLIENT Reference No:

KLEINFELDER Office: 06001, Bellevue, Washington

KLEINFELDER Contact: Jim Bailey

1. SCOPE OF WORK: See Attached Proposal (91641.16/SEA8P228)

(Continue on additional page, if needed)

2. LOCATION/CLIENT FACILITY INVOLVED: Marysville Sunnyside Well 2 Rehabilitation Project

3. PERIOD OF PERFORMANCE: FROM: August 28, 2008 TO: April 15, 2009

4. AUTHORIZED FEES: \$44,505.00

5. SPECIAL PROVISIONS:

**NOTICE TO PROCEED IS GIVEN ON (DATE):**

**CLIENT:**

**KLEINFELDER WEST, INC.:**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_