

Marysville City Council Work Session

September 20, 2010

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 September 7, 2010 City Council Work Session Minutes.

Consent

2. Approval of September 15, 2010 Claims.
3. Approval of September 20, 2010 Payroll.

Review Bids

4. Award 2010 Water Valve Renewal and Replacement Project.
5. Award 2010 Sewer Renewal and Replacement Project.

Public Hearings

6. Proposed City of Marysville Local Improvement District No. 71 to Construct an Interstate 5 Overpass at 156th Street NE.

New Business

7. An **Ordinance** of the City of Marysville Ordering the Construction of an Interstate 5 Overpass, at 156th Street NE, Pursuant to Property Owners' Petition Therefor; Establishing Local Improvement District No. 71 and Ordering the Carrying Out of the Proposed Improvement; Providing that Payment for the Improvement Be Made in Part by Special Assessments Upon the Property in the District, Payable By the Mode of "Payment by Bonds"; and Providing for the Issuance and Sale of Local Improvement District Warrants Redeemable in Cash or Other Short-Term Financing and Local Improvement District Bonds.
8. Municipal Stormwater Capacity Grants Program Funding Agreement between the State of Washington Department of Ecology and City of Marysville.
9. Acceptance of the State Avenue Phase III Corridor Improvement Project, Starting the 45-Day Lien Filing Period for Project Closeout.
10. Renewal of the Annual Support Agreement and License Agreement for Munis Software with Tyler Technologies, Inc. in the Amount of \$49,040.88.
11. Nonexclusive Communication Site Sublease between the City of Marysville and Island County Emergency Services Communications Center (I-COM).
12. An **Ordinance** of the City of Marysville, Washington, Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of

Marysville City Council Work Session

September 20, 2010

7:00 p.m.

City Hall

New Business

Construction Sidewalks Along 67th Avenue NE.

13. An **Ordinance** of the City of Marysville, Washington, Relating to Parks and Recreation and the City's Penal Code; Adopting and Adding a New Chapter 6.82 (Park Code) to Title 6 of the Marysville Municipal Code.
14. A **Resolution** for the Adoption of the 2010 Snohomish County Natural Hazards Mitigation Plan Update.
15. A **Resolution** of the City of Marysville for the Acceptance of a \$1,000 Gift Subject to Conditions.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Adjourn

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

Work Sessions are for City Council study and orientation - Public Input will be received at the September 27, 2010 City Council meeting.



Work Session
September 7, 2010

Call to Order / Invocation / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:03 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

Council: Councilmember Lee Phillips (arrived 7:24), Councilmember Jeff Seibert, Councilmember John Soriano, and Councilmember Jeff Vaughan

Absent: Councilmember Carmen Rasmussen and Councilmember Donna Wright

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Thom Graafstra, Chief Smith, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Golf Course Superintendent Peter Colleran and Recording Secretary Laurie Hugdahl.

It was noted that Councilmembers Rasmussen and Wright were out of town and had requested an excused absence. CAO Hirashima indicated that they were expecting Councilmember Phillips. In the absence of a quorum at the beginning of the meeting the agenda was rearranged to allow for non-action items first.

Committee Reports - None

Presentations - None

Discussion Items

Approval of Minutes

1. Approval of July 12, 2010 City Council Meeting Minutes.
2. Approval of July 19, 2010 City Council Work Session Minutes.
3. Approval of July 26, 2010 City Council Meeting Minutes.

Consent

4. Approval of August 20, 2010 Payroll in the Amount of \$831,197.15; Paid by Check Number's 23096 through 23157.

New Business

13. Washington State Department of Corrections Offender Work Crew Agreement.

Parks and Recreation Director Jim Ballew explained this is a renewal of the agreement and there is no monetary change.

14. Renewal of Washington State Patrol Live-Scan to Western Identification Network Automated Fingerprint Identification System (WIN AFIS) Connection User's Agreement.

Chief Smith stated that this is a renewal of a contract for the jail.

15. Addendum Number 2 to the Interlocal Agreement for Jail Services with Snohomish County Jail.

Chief Smith noted that there were some corrections to the 2010 Agreement.

Councilmember Soriano asked what situations would be a cause for county inmates to come to the city. Chief Smith said that if there was a Marysville warrant on someone they could be brought here. It would never be a felony case as those are not housed here.

16. AAA Dispatch Services dba North County Limo and Taxi Services to Operate a For-Hire Business in Marysville.

Finance Director Langdon stated that this is a standard agreement.

17. Request for Additional Management Reserve of \$165,000.00, Increasing the Total Allocation to \$3,078,249.96 for the Ingraham Boulevard Corridor Improvement Project.

Director Nielsen explained that once they started crossing the wet area there were quite a few errors in the plan that they discovered. They are asking for additional management reserve to complete the project. He reviewed some of these changes. He noted that the school opening went well today.

18. Snohomish County Elections Licensing Agreement for a Ballot Drop Box Installation at the Marysville Public Library in 2010.

Jim Ballew explained that the library has been selected as the primary location for a ballot drop box. He reviewed details of this agreement.

19. A **Resolution** of the City of Marysville Washington, Establishing Procedures Relating to Purchasing and Public Works Contracting; Establishing a Vendor List Process for the Purchasing of Supplies, Materials, and Equipment and a Small Works Roster Process to Award Public Works Contracts and Repealing Resolution Number 2126.

Councilmember Seibert pointed out a typo which Director Langdon indicated would be corrected.

Finance Director Langdon explained that this is an update to meet the requirements of legislature.

Legal

Mayor's Business

Mayor Nehring commented that it has been a very busy and productive month.

He discussed committee slots that need to be filled.

He went to Getchell High School this morning. He reviewed his observations regarding the traffic there. He commended staff on the improvements there.

Tomorrow is the last day to submit applications for the new Council position. About ten applications have been received so far.

Touch-a-Truck will be held this Saturday.

Mayor Nehring recognized several special events that occurred during the month of August - Special Olympics Motorcycle Ride, Homegrown, and National Night Out.

Staff Business

Chief Smith:

- He noted that there will be a Public Safety meeting on September 22.
- There will be an awards ceremony on that same day at the police station.
- Today was very busy with the start of school. A lot of traffic citations were written.
- ProAct Team has been very active especially with narcotic and drug offenses.

Sandy Langdon stated that she will be out of town for the Finance Committee scheduled for next Wednesday. There was consensus to reschedule it for September 29 at 4:30 p.m.

Kevin Nielsen:

- He stated that there is a Public Works Committee meeting this Friday. They will be going over snow and ice preparedness topics.
- Public Works is having a barbecue this Friday and everyone is welcome.
- August was very busy with rebidding of the public works building.
- 104th has a broken culvert; staff is trying to repair that and is applying for FEMA money for that.
- Staff have been applying for grants for several other projects as well.

Jim Ballew:

- Touch-a-Truck will be this weekend and several service clubs will be participating.
- A Serve Day project will be conducted at Jennings Nature Park from 9 to 1.
- The last Saturday of August there was an Eagle Scout project by Joshua Vaughan to renovate Jennings Park ball field. It was a very dramatic makeover.
- Park Board will be meeting tomorrow night and will be working on the Park Code.

Thom Graafstra had no comments.

Gloria Hirashima:

- The City received notice from Coca Cola Enterprises that they will be vacating their lease on 10/1. The City will be interviewing potential real estate professionals to lease that property.
- The City has notified Arlington and Lake Stevens about potential court fee increases to move toward court cost coverage for those jurisdictions.
- The Citizens for Smoke-Free Marysville will be having a meeting on September 9 at 7 p.m at the Boys and Girls Club. The Council has been invited to attend.
- She discussed a review of tattoo parlor licensing fees done by staff. A revision to the current code will be coming forward to the October meeting.
- She noted the need for an Executive Session for four items.

Lee Phillips arrived at 7:24 p.m. making a quorum so action could be taken.

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to waive the normal rules of procedures about public comment and voting on action items on the agenda. Motion carried (4-0).

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to excuse Councilmember Wright. Motion carried unanimously (4-0).

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to excuse Councilmember Rasmussen. Motion carried unanimously (4-0).

Action Items

5. Public Works Building Renovation Project to Peterson Brothers in the Amount of \$212,521.00 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$247,521.00.

Public Works Director Nielsen reviewed details of this project.

Motion made by Councilmember Soriano, seconded by Councilmember Phillips to authorize the Mayor to authorize the Mayor to award the bid for the Public Works Building Renovation Project to Peterson Brothers in the Amount of \$212,521.00 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$247,521.00. Motion passed unanimously (4-0)

6. Approval of the July 28, 2010 Claims in the Amount of \$331,740.53; Paid by Check Number's 64504 through 64650 with Check No. 64385 Voided.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve items 6-10 regarding claims. Motion passed unanimously (4-0).

7. Approval of the August 4, 2010 Claims in the Amount of \$1,121,415.22; Paid by Check Number's 64651 through 64788 with No Check Number's Voided.

Approved above on item 6.

8. Approval of the August 5, 2010 Payroll in the Amount of \$1,387,721.93; Paid by Check Number's 23025 through 23095.

Approved above on item 6.

9. Approval of the August 11, 2010 Claims in the Amount of \$565,568.21; Paid by Check Number's 64789 through 64942 with Check Number 63495 Voided.

Approved above on item 6.

10. Approval of the August 18, 2010 Claims in the Amount of \$382,301.61; Paid by Check Number's 64943 through 65070 with No Check Number's Voided.

Approved above on item 6.

11. Authorize \$57,938.00 Including Washington State Sales Tax and a Management Reserve of \$2,000 for a Total Allocation of \$59,938.00 for Materials to Repair the Cedarcrest Golf Course Bunker.

Peter Colleran explained that this deals with materials needed to repair the bunkers and drainage repair at the golf course. Gloria Hirashima added that this will all be either part of the insurance or come out of the Utilities fund.

Motion made by Councilmember Vaughan, seconded by Councilmember Soriano, to authorize the Mayor to approve bills for the repair of the bunkers at Cedarcrest Golf Course in the amount of \$57,938.00 Including Washington State Sales Tax and a Management Reserve of \$2,000 for a Total Allocation of \$59,938.00 for Materials to Repair the Cedarcrest Golf Course Bunker. Motion passed unanimously (4-0).

Action Items

12. Authorize the Mayor to Award Ridgetop, Inc. for the Cedarcrest Bunker Repairs Project in the Amount of \$42,897.00 Including Washington State Sales Tax and Approve a Management Reserve of \$2,000 for a Total Allocation of \$44,897.

Peter Colleran reviewed the bids for this project and the scope of the project.

Motion made by Councilmember Vaughan, seconded by Councilmember Soriano to authorize the Mayor to Award Ridgetop, Inc. for the Cedarcrest Bunker Repairs Project in the Amount of \$42,897.00 Including Washington State Sales Tax and Approve a Management Reserve of \$2,000 for a Total Allocation of \$44,897. Motion passed unanimously (4-0).

Mayor's Business

20. Appointment to Parks and Recreation Board; Katherine Smith.

Motion made by Councilmember Seibert, seconded by Councilmember Phillips, to approve the appointment of Katherine Smith to the Parks and Recreation Board serving until February 28, 2011 and filling Keith Armstrong's position. Motion passed unanimously (4-0).

Call on Councilmembers

Councilmember Vaughan asked Director Nielsen about transmission towers he has noticed going in on the north end. Director Nielsen explained the plans for the power grid system in this area.

Councilmember Phillips commented that the Special Olympics motorcycle ride was a lot of fun.

Councilmember Soriano helped out with the Homegrown booth. On August 21 he helped with Scrub a Mutt. He appreciated the opportunity to help with these events and expressed gratitude for those who worked to put them on.

Councilmember Seibert was glad to be back and hoped everyone had a good break.

Council recessed at 7:50 into Executive Session which began at 7:55 to cover four items estimated to take 20 minutes with no action.

Executive Session

A. Litigation – two matters concerning pending litigation per RCW 42.30.110 (1)(i) and two Collective bargaining matters per RCW 42.30.140 (4)(a).

B. Personnel

C. Real Estate

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:16 p.m.

Approved this _____ day of _____, 2010.

Mayor
Jon Nehring

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27th, 2010

AGENDA ITEM: 2010 Water Valve Renewal and Replacement Contract Award	
PREPARED BY: Paul Federspiel, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Certified Bid Tab• Vicinity Map	
BUDGET CODE: 40220594.563000	AMOUNT: X

SUMMARY:

This project involves the installation of new or replacement of existing water distribution system valves at multiple locations in the City of Marysville. New valves are being installed to allow for improved distribution control and some existing valves are being replaced because they are either past their design life, of a substandard size or are known to be faulty.

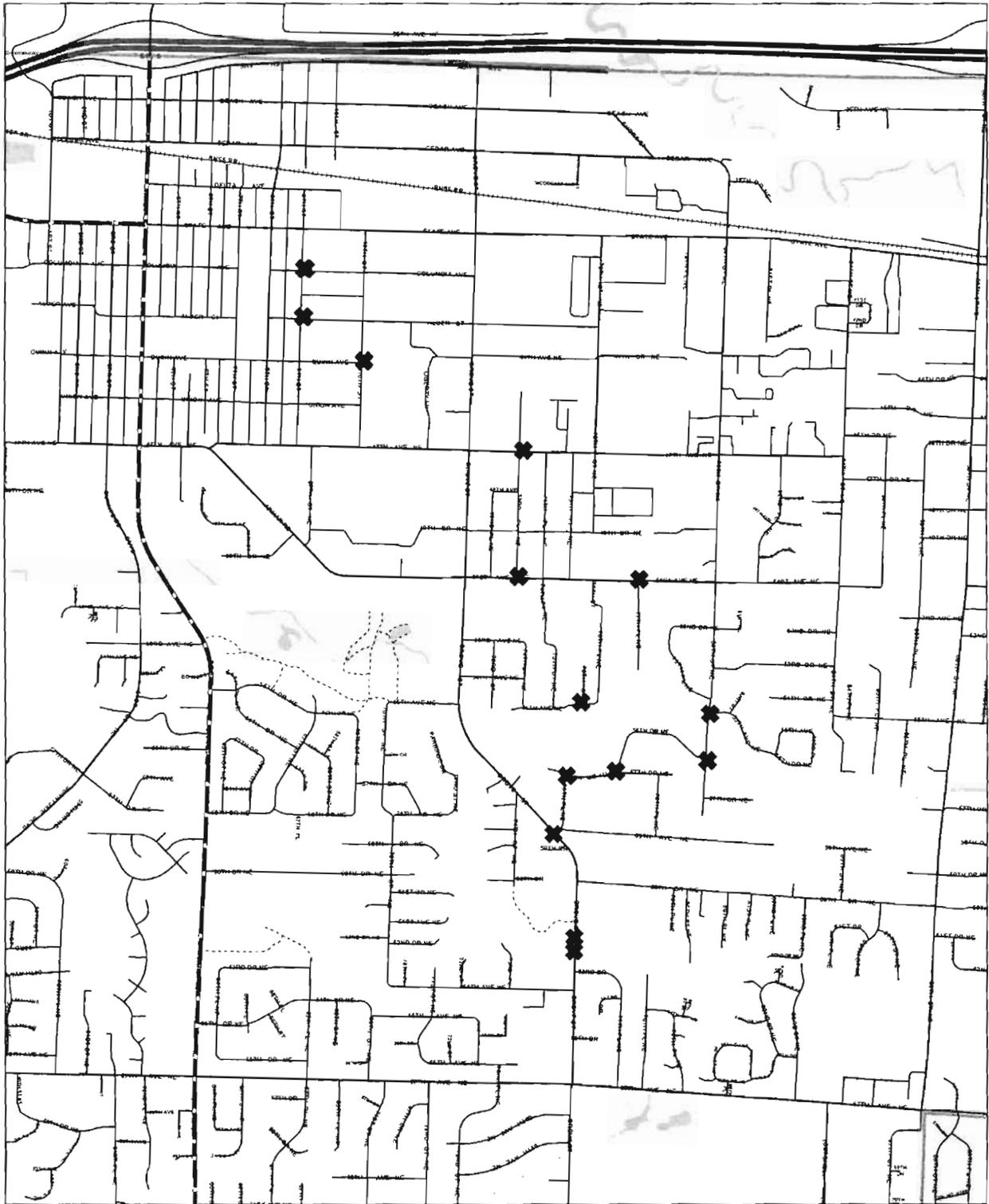
The project was advertised for a September 16th, 2010 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X. References have been checked and found to be satisfactory.

The Engineer's estimate was \$109,623.

Contract Bid (Includes Sales Tax):	\$X
<u>Management Reserve:</u>	<u>\$X</u>
Total:	\$X

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to award the bid for the 2010 Water Valve Renewal and Replacement project to X in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

2010 Water Valve Renewal and Replacement Vicinity Map



CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Contract Award – 2010 Sewer Renewals and Replacement	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tabulation • Vicinity Map (4th St Alley / 81st Pl NE) 	
BUDGET CODE: 40230594.563000, SR&R 40250594.563000, DR&R	AMOUNT: X

SUMMARY:

This year's 2010 Sewer Renewal and Replacement contract includes the replacement of 170 lf of gravity sewer on 4th St Alley near Jack-in-the-Box and 280 lf of gravity sewer on 81st Pl NE from State Ave to approximately 250' to the east. These two locations were identified under the City's sewer video inspection program as critical sewers. The sewer mains are also frequently maintained by utility crews. The project also includes construction of additional stormwater improvements on 4th St Alley and paving as part of the 2010 Surface Water Renewals and Replacement program.

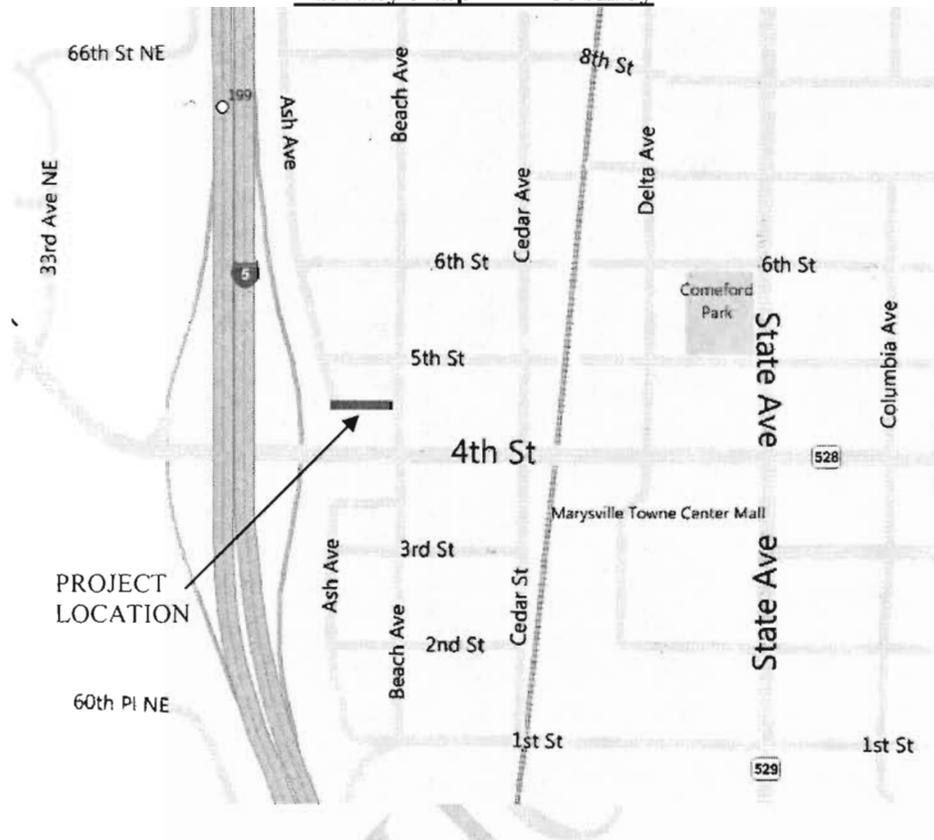
The project was advertised for a September 16, 2010 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X. References have been checked and found to be satisfactory.

The Engineer's estimate was \$175,000.

Contract Bid (Includes Sales Tax):	\$X
<u>Management Reserve:</u>	<u>\$X</u>
Total:	\$X

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to award the bid for the 2010 Sewer Renewal and Replacement project to X in the amount of \$ X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$ X.

Vicinity Map – 4th St Alley



Vicinity Map – 81st Pl NE





Community Development
80 Columbia Avenue
Marysville, WA 98270

CITY OF MARYSVILLE, WASHINGTON

NOTICE OF PROPOSED IMPROVEMENT AND HEARING THEREON

You are listed on the rolls of the Snohomish County Assessor as the owner of the following described property [properties] located within the proposed City of Marysville Local Improvement District No. 71.

Property address: 3715 152ND AVE NE SPC 54
Parcel No(s): 00960007705400

NOTICE IS GIVEN that the City of Marysville, Washington (the "City"), has received a petition for the formation of a local improvement district to construct an Interstate 5 overpass, at 156th Street NE, and to assess a part of the cost and expense of those improvements against the property in that district specially benefited thereby.

The City Council is considering the formation of that district and the ordering of those improvements under the petition method prescribed by statute, but first must give notice thereof to property owners within the proposed district and an opportunity to be heard to anyone so desiring.

The public hearing upon the proposed improvements will be held before the City Council of the City at the Marysville City Hall, 1049 State Avenue, Marysville, Washington, at 7:00 p.m., local time, on Monday, September 20, 2010. All persons desiring to be heard on the improvements and formation of the local improvement district are notified to appear and state their views at that hearing.

The total cost of the proposed improvements is estimated to be \$16 million, approximately 50 percent, but no more than \$8 million, of which cost and expense shall be paid by the City, and the balance thereof shall be borne by and assessed against the properties specially benefited by the improvements to be included within the proposed local improvement district to be established embracing as nearly as practicable all property specially benefited by the improvements.

The actual assessment may vary from the estimated assessment as long as it does not exceed a figure equal to the increased true and fair value the improvements add to the property. On the preliminary assessment roll, the benefits to, and assessment against, the property herein listed is estimated to be \$0. (The preliminary assessment roll may be viewed at the City of Marysville office at 601 Delta Avenue.)

Dated this 12th day of August, 2010.


Tracy Jeffries, City Clerk of Marysville, Washington

**IF THIS NOTICE IS RECEIVED BY SOMEONE OTHER THAN THE OWNER OF THE
HEREIN-DESCRIBED PROPERTY, PLEASE FORWARD TO THE OWNER AND NOTIFY
THE CITY CLERK.**

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 20, 2010

AGENDA ITEM: Formation Hearing for the 156 th St. I-5 Overpass Local Improvement District.	
PREPARED BY: Shawn Smith, P.E, Engineering Services Manager	DIRECTOR APPROVAL:
DEPARTMENT: Community Development	
ATTACHMENTS: 1. Ordinance for LID 71. 2. Notice of proposed improvement and hearing thereon. 3. LID process summary. 4. LID area map. 5. Plan and profile of improvement. 6. Preliminary Assessment.	
BUDGET CODE:	AMOUNT:

SUMMARY:

The City has received a petition for the formation of a Local Improvement District to construct an Interstate 5 overpass at 156th St. NE. The project will include an overpass sized for future conversion to a Single Point Urban Interchange. Also included is the construction of the roadways to connect at Smokey Point Blvd. and the road connection to Twin Lakes Blvd.

The City was petitioned by nearly 63% of the property owners based on acreage, and over 51% of property owners based on assessed value.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the ordinance forming Local Improvement District 71.

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE ORDERING THE CONSTRUCTION OF AN INTERSTATE 5 OVERPASS, AT 156th STREET NE, PURSUANT TO PROPERTY OWNERS' PETITION THEREFOR; ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 71 AND ORDERING THE CARRYING OUT OF THE PROPOSED IMPROVEMENT; PROVIDING THAT PAYMENT FOR THE IMPROVEMENT BE MADE IN PART BY SPECIAL ASSESSMENTS UPON THE PROPERTY IN THE DISTRICT, PAYABLE BY THE MODE OF "PAYMENT BY BONDS"; AND PROVIDING FOR THE ISSUANCE AND SALE OF LOCAL IMPROVEMENT DISTRICT WARRANTS REDEEMABLE IN CASH OR OTHER SHORT-TERM FINANCING AND LOCAL IMPROVEMENT DISTRICT BONDS.

WHEREAS, a petition for the creation of a local improvement district to provide for the construction of an Interstate 5 overpass at 156th Street NE, a portion of the cost thereof to be borne by the property included in the local improvement district and benefited by those improvements, was filed with the City Clerk; and

WHEREAS, the City Engineer has caused an estimate to be made of the cost and expense of the proposed improvement and certified that estimate to the City Council, together with all papers and information in his possession touching the proposed improvement, a description of the boundaries of the proposed local improvement district and a statement of what portion of the cost and expense of the improvements should be borne by the property within the proposed improvement district; and

WHEREAS, that estimate is accompanied by a diagram of the proposed improvement showing thereon the lots, tracts, parcels of land, and other property that will be specially benefited by the proposed improvement and the estimated cost and expense thereof to be borne by each lot, tract, and parcel of land or other property; and

WHEREAS, the City Council, by Resolution No. 2292 adopted July 26, 2010, fixed September 20, 2010 at 7 p.m., local time, in the Council Chambers, Marysville City Hall, 1049 State Avenue, Marysville, Washington as the time and place for hearing all matters relating to the proposed improvement and all objections thereto and for determining the method of payment for the improvement; and

WHEREAS, due notice of the above hearing was given in the manner provided by law and Resolution No. 2292, and the hearing was held by the City Council on the date and at the time above mentioned, and all objections to the proposed improvement were duly considered [and certain modifications to the improvement were ordered to be made, and all other protests were overruled] [and overruled] by the City Council, and all persons appearing at such hearing and wishing to be heard were heard; and

WHEREAS, the City Council has determined it to be in the best interests of the City that the improvement [as modified herein and] as hereinafter described be carried out and that a local improvement district be created in connection therewith; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN as follows:

Section 1. The City Engineer has examined such petition and has certified that he has determined such petition to be sufficient and that it has been signed by the owners of 64% of the area included in the proposed district.

Section 2. The City Council of the City of Marysville, Washington (the “City”), orders the improvement of the properties within the area described in Exhibit A, attached hereto, and by reference made a part hereof, by constructing an overpass at 156th Street NE in Marysville, over

Interstate 5, along with road transitions at each end to connect to existing streets. The construction project will also include the design, right of way acquisition, and all other items associated with the design, construction and management of the project, and all other costs permitted under State law to be assessed in connection with the project.

All of the foregoing shall be in accordance with the plans and specifications therefor prepared by Berger/Abam Engineering, consulting engineers, and may be modified by the City as long as such modification does not affect the general purpose of the improvement.

Section 3. There is created and established a local improvement district to be called Local Improvement District No. 71 of the City of Marysville, Washington (the "District"), the boundaries or territorial extent of the District being more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

Section 4. The total estimated cost and expense of the improvement is declared to be \$16,000,000. Approximately 50 percent of the cost and expense shall be borne by and assessed against the property specially benefited by such improvement included in the District that embraces as nearly as practicable all property specially benefited by such improvement and the balance of such cost and expense, up to a maximum of \$8,000,000, shall be paid by the City.

Section 5. In accordance with the provisions of RCW 35.44.047, the City may use any method or combination of methods to compute assessments that may be deemed to more fairly reflect the special benefits to the properties being assessed than the statutory method of assessing the properties.

Section 6. Local improvement district warrants may be issued in payment of the cost and expense of the improvement herein ordered to be assessed, such warrants to be paid out of the Local Improvement Fund, District No. 71, hereinafter created and referred to as the Local

Improvement Fund, and, until the bonds referred to in this section are issued and delivered to the purchaser thereof, to bear interest from the date thereof at a rate to be established hereafter by the City Finance Director, as issuing officer, and to be redeemed in cash and/or by local improvement district bonds herein authorized to be issued, such interest-bearing warrants to be hereafter referred to as "revenue warrants." In the alternative, the City hereafter may provide by ordinance for the issuance of other short-term obligations pursuant to Chapter 39.50 RCW.

If the City shall authorize expenditures to be made for such improvement (other than for any cost or expense expected to be borne by the City) prior to the date that any short-term obligations or local improvement district bonds are issued to finance the improvement, from proceeds of interfund loans or other funds that are not, and are not reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside to pay the cost of the improvement herein ordered to be assessed against the property specially benefited thereby, the City declares its official intent that those expenditures, to the extent not reimbursed with prepaid special benefit assessments, are to be reimbursed from proceeds of short-term obligations or local improvement district bonds that are expected to be issued for the improvement in a principal amount not exceeding \$8,000,000.

The City is authorized to issue local improvement district bonds for the District that shall bear interest at a rate and to be payable on or before a date to be hereafter fixed by ordinance. The bonds shall be issued in exchange for and/or in redemption of any and all revenue warrants issued hereunder or other short-term obligations hereafter authorized and not redeemed in cash within twenty days after the expiration of the thirty-day period for the cash payment of assessments without interest on the assessment roll for the District. The bonds shall be paid and redeemed by the collection of special assessments to be levied and assessed against the property

within the District, payable in annual installments, with interest at a rate to be hereafter fixed by ordinance under the mode of “payment by bonds,” as defined by law and the ordinances of the City. The exact form, amount, date, interest rate, and denominations of such bonds hereafter shall be fixed by ordinance of the City Council. Such bonds shall be sold in such manner as the City Council hereafter shall determine.

Section 7. In all cases where the work necessary to be done in connection with the making of such improvement is carried out pursuant to contract upon competitive bids (and the City shall have and reserves the right to reject any and all bids), the call for bids shall include a statement that payment for such work will be made in cash warrants drawn upon the Local Improvement Fund.

Section 8. The Local Improvement Fund for the District is created and established in the office of the City Clerk. The proceeds from the sale of revenue warrants or other short-term obligations drawn against the fund that may be issued and sold by the City and the collections of special assessments, interest, and penalties thereon shall be deposited in the Local Improvement Fund. Cash warrants to the contractor or contractors in payment for the work to be done by them in connection with the improvement and cash warrants in payment for all other items of expense in connection with the improvement shall be issued against the Local Improvement Fund.

Section 9. Within 15 days of the passage of this ordinance there shall be filed with the City Clerk the title of the improvement and District number, a copy of the diagram or print showing the boundaries of the District and the preliminary assessment roll or abstract of such roll showing thereon the lots, tracts, and parcels of land that will be specially benefited thereby and the estimated cost and expense of such improvement to be borne by each lot, tract, or parcel of

land. The City Clerk shall immediately post the proposed assessment roll upon her index of local improvement assessments against the properties affected by the local improvement.

PASSED by the City Council and APPROVED by the Mayor of the City of Marysville, Washington, at a regular open public meeting thereof, this ___ day of September, 2010.

John Nehring, Mayor

ATTEST:

Tracy Jeffries, City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

I, Tracy Jeffries, City Clerk of the City of Marysville, Washington, certify that the attached copy of Ordinance No. _____ is a true and correct copy of the original ordinance passed on the __ day of September, 2010, as that ordinance appears on the Minute Book of the City.

DATED this _____ day of September, 2010.

Tracy Jeffries, City Clerk



Community Development
80 Columbia Avenue
Marysville, WA 98270

CITY OF MARYSVILLE, WASHINGTON

NOTICE OF PROPOSED IMPROVEMENT AND HEARING THEREON

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The City Council is considering the formation of that district and the ordering of those improvements under the petition method prescribed by statute, but first must give notice thereof to property owners within the proposed district and an opportunity to be heard to anyone so desiring.

The public hearing upon the proposed improvements will be held before the City Council of the City at the Marysville City Hall, 1049 State Avenue, Marysville, Washington, at 7:00 p.m., local time, on Monday, September 20, 2010. All persons desiring to be heard on the improvements and formation of the local improvement district are notified to appear and state their views at that hearing.

The total cost of the proposed improvements is estimated to be \$16 million, approximately 50 percent, but no more than \$8 million, of which cost and expense shall be paid by the City, and the balance thereof shall be borne by and assessed against the properties specially benefited by the improvements to be included within the proposed local improvement district to be established embracing as nearly as practicable all property specially benefited by the improvements.

The actual assessment may vary from the estimated assessment as long as it does not exceed a figure equal to the increased true and fair value the improvements add to the property. On the preliminary assessment roll, the benefits to, and assessment against, the property herein listed is estimated to be \$0. (The preliminary assessment roll may be viewed at the City of Marysville office at 601 Delta Avenue.)

Dated this 12th day of August, 2010.


Tracy Jeffries, City Clerk of Marysville, Washington

**IF THIS NOTICE IS RECEIVED BY SOMEONE OTHER THAN THE OWNER OF THE
HEREIN-DESCRIBED PROPERTY, PLEASE FORWARD TO THE OWNER AND NOTIFY
THE CITY CLERK.**

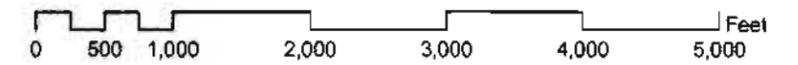


156th St. Overpass LID

1587.4 acres

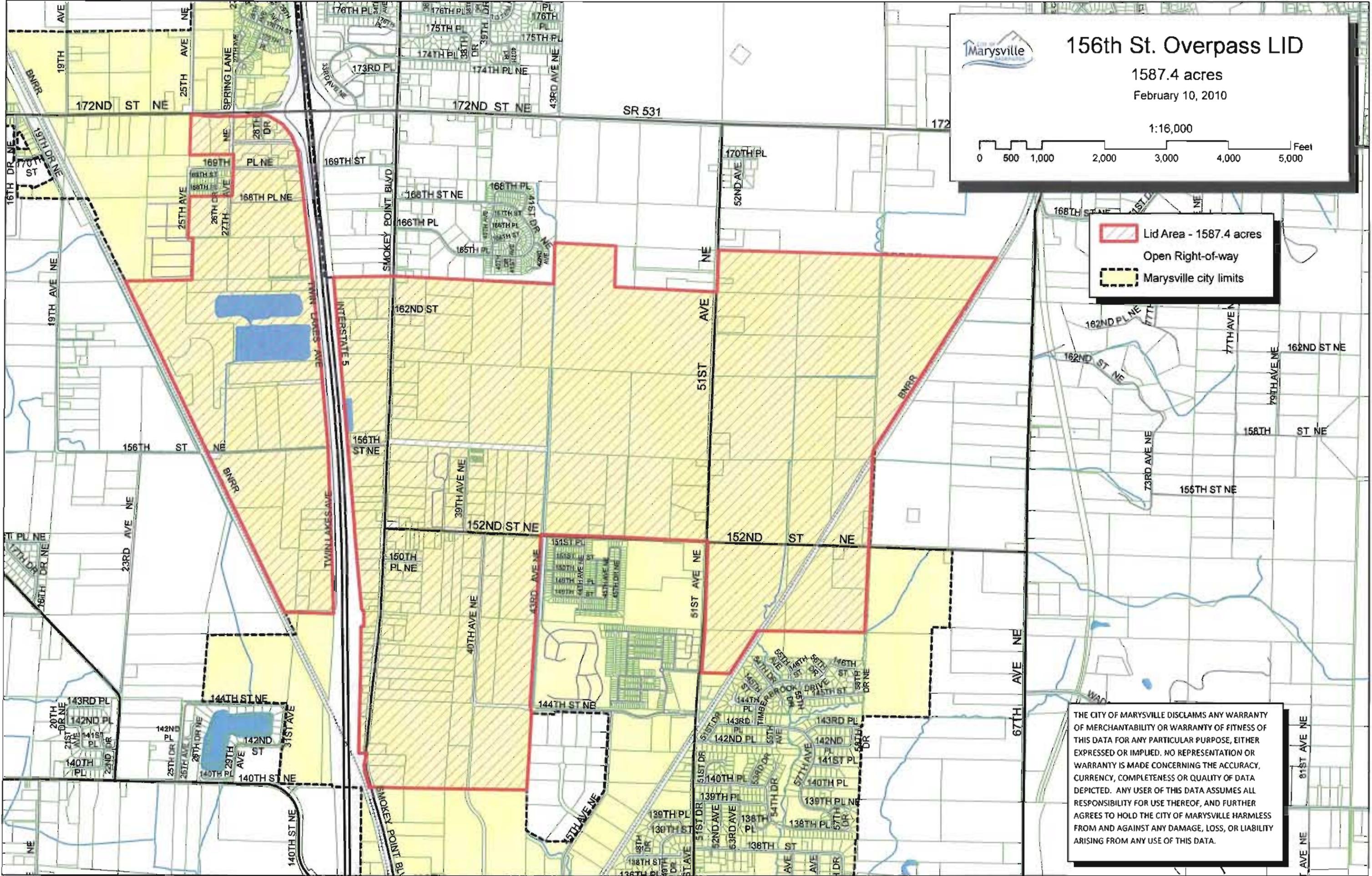
February 10, 2010

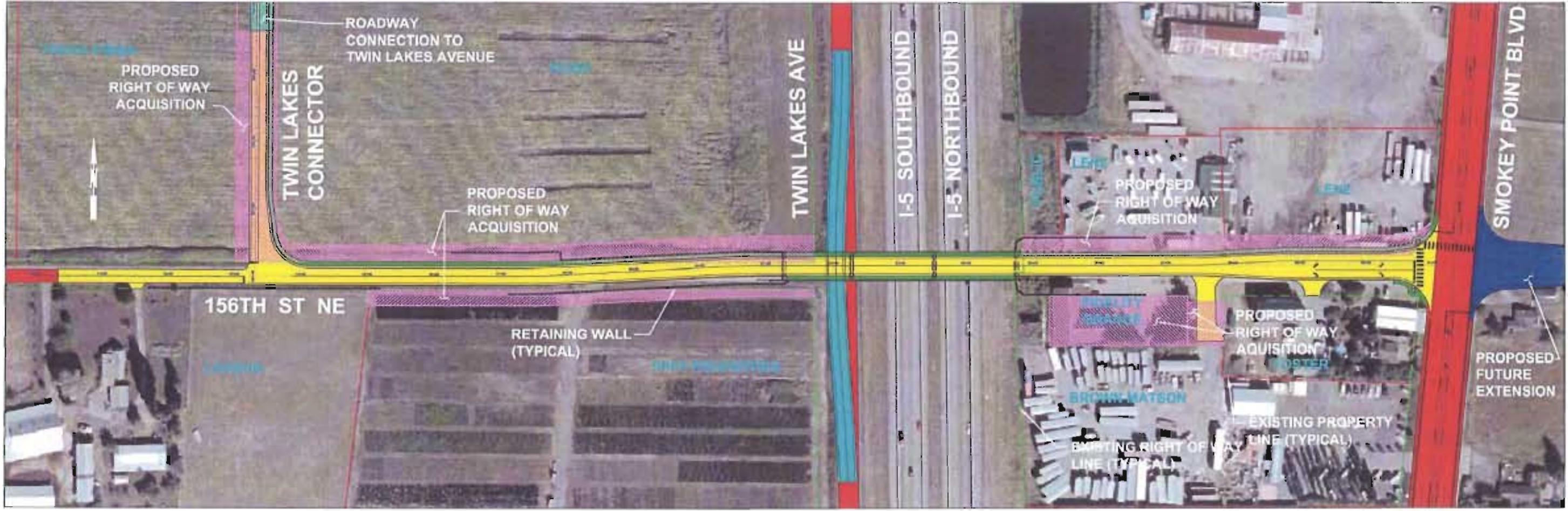
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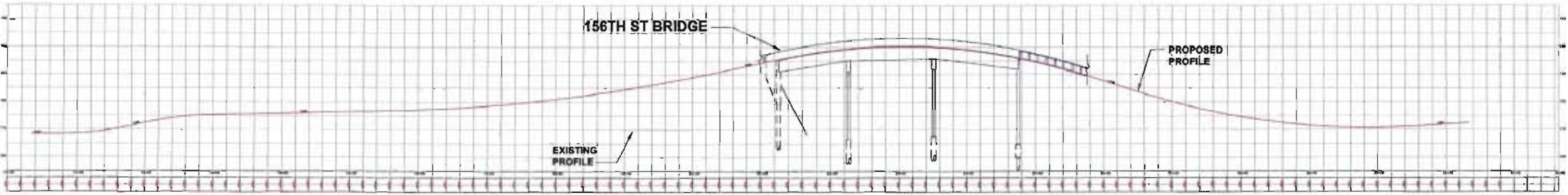
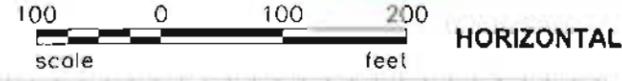
-  Lid Area - 1587.4 acres
-  Open Right-of-way
-  Marysville city limits

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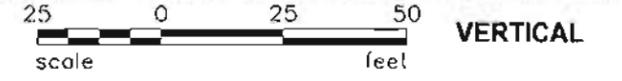




PLAN VIEW OF 156TH ST NE



PROFILE VIEW OF 156TH ST NE



City of Marysville 156th Street NE Overpass Project

Map No.	Ownership	Tax Parcel No.	Site Address	Land Area (Acres) *	Land Area (SF) *	Building Size (SF)	Year Built	Zoning	Without LID				With LID				Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF	
									Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Land Value Per SF	Land Value	ECV Improvements	Probable Market Value					
1	FIDELITY GRANGE #206	31053200100100	3308 156TH ST NE	0.40	17,424	3,520	1926	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00	
2	ROGERS DENIS A & MARY L	00697200000400	2804 172ND ST NE	0.39	16,988	3,000	1978	GC	\$25.00	\$424,710	\$200,000	\$624,700	///	\$26.00	\$441,700	\$200,000	\$641,700	\$17,000	\$1.00	\$7,830	\$0.46
3	INTRIGUE INVESTMENT COMPANY	31052900201700	UNKNOWN	8.23	358,499	None	N/A	R12 MF LOW	\$5.00	\$1,792,494	\$0	\$1,792,500	///	\$5.50	\$1,971,700	\$0	\$1,971,700	\$179,200	\$0.50	\$82,534	\$0.23
4	HYLBACK JOEL C / YOUNG RONALD P	31052900300100	UNKNOWN	2.85	124,146	None	N/A	MU	\$5.00	\$620,730	\$0	\$620,700	///	\$5.50	\$682,800	\$0	\$682,800	\$62,100	\$0.50	\$28,601	\$0.23
5	HYLBACK JOEL C / YOUNG RONALD P	31052900201500	UNKNOWN	9.31	405,544	None	N/A	R12 MF LOW	\$5.00	\$2,027,718	\$0	\$2,027,700	///	\$5.50	\$2,230,500	\$0	\$2,230,500	\$202,800	\$0.50	\$93,403	\$0.23
6	INTRIGUE INVESTMENT COMPANY	31052900100900	UNKNOWN	10.00	435,600	None	N/A	GC	\$7.00	\$3,049,200	\$0	\$3,049,200	///	\$7.50	\$3,267,000	\$0	\$3,267,000	\$217,800	\$0.50	\$100,311	\$0.23
7	CITY OF MARYSVILLE	31052900100700	UNKNOWN	0.30	13,068	None	N/A	GC	\$7.00	\$91,476	\$0	\$91,500	///	\$7.00	\$91,500	\$0	\$91,500	\$0	\$0.00	\$0	\$0.00
8	HYLBACK JOEL C / YOUNG RONALD P	31052900400200	UNKNOWN	0.21	9,148	None	N/A	GC	\$11.00	\$100,624	\$0	\$100,600	///	\$12.00	\$109,800	\$0	\$109,800	\$9,200	\$1.01	\$4,237	\$0.46
9	HYLBACK JOEL C / YOUNG RONALD P	31052900400900	UNKNOWN	5.05	219,978	None	N/A	GC/MU	\$11.00	\$2,419,758	\$0	\$2,419,800	///	\$12.00	\$2,639,700	\$0	\$2,639,700	\$219,900	\$1.00	\$101,279	\$0.46
10	LENZ ENTERPRISES INC	31052900400700	3307 156TH ST NE	0.95	41,160	2,720	2000	GC	\$6.00	\$246,960	\$110,000	\$357,000	///	\$8.00	\$329,300	\$110,000	\$439,300	\$82,300	\$2.00	\$37,905	\$0.92
11	LENZ ENTERPRISES INC	31052900401100	UNKNOWN	1.36	59,191	None	N/A	GC	\$6.00	\$355,146	\$0	\$355,100	///	\$8.00	\$473,500	\$0	\$473,500	\$118,400	\$2.00	\$54,531	\$0.92
12	GREENWOOD 1111 LLC	31052900400300	UNKNOWN	4.63	201,683	None	N/A	GC	\$8.50	\$1,714,304	\$0	\$1,714,300	///	\$9.25	\$1,865,600	\$0	\$1,865,600	\$151,300	\$0.75	\$69,684	\$0.35
13	MARYSVILLE FORD INC	31052900400400	15900 SMOKEY POINT BLVD	7.60	331,056	None	N/A	GC	\$7.00	\$2,317,392	\$0	\$2,317,400	///	\$8.00	\$2,648,400	\$0	\$2,648,400	\$331,000	\$1.00	\$152,448	\$0.46
14	LENZ ENTERPRISES INC	31052900400500	15714 SMOKEY POINT BLVD	12.42	541,015	None	N/A	GC	\$6.00	\$3,246,091	\$0	\$3,246,100	///	\$8.00	\$4,328,100	\$0	\$4,328,100	\$1,082,000	\$2.00	\$498,333	\$0.92
15	TRAN MICHAEL KIM & AMY LAM	00697200000200	2713 171ST PL NE	0.61	26,572	2,608	1977	GC	\$25.00	\$664,290	\$200,000	\$864,300	///	\$26.00	\$690,900	\$200,000	\$890,900	\$26,600	\$1.00	\$12,251	\$0.46
16	LAKEWOOD CROSSING PROPERTIES LLC	00697200000501	UNKNOWN	0.78	33,977	None	N/A	GC	\$24.00	\$815,443	\$0	\$815,400	///	\$25.00	\$849,400	\$0	\$849,400	\$34,000	\$1.00	\$15,659	\$0.46
17	LAKEWOOD CROSSING PROPERTIES LLC	00697200000502	17115 28TH DR NE	0.53	23,087	2,438	2008	GC	\$24.00	\$554,083	\$900,000	\$1,454,100	///	\$25.00	\$577,200	\$900,000	\$1,477,200	\$23,100	\$1.00	\$10,639	\$0.46
18	TARGET CORPORATION T - 2192	00482800001306	16818 TWIN LAKES AVE	10.55	459,558	126,905	2006	GC	\$20.00	\$9,191,160	\$12,000,000	\$21,191,200	///	\$21.00	\$9,650,700	\$12,000,000	\$21,650,700	\$459,500	\$1.00	\$211,630	\$0.46
19	POWELL-SMOKEY POINT LLC	00482800001201	16822 TWIN LAKES AVE	1.15	50,094	8,658	2007	GC	\$25.00	\$1,252,350	\$1,800,000	\$3,052,400	///	\$26.00	\$1,302,400	\$1,800,000	\$3,102,400	\$50,000	\$1.00	\$23,028	\$0.46
20	POWELL-SMOKEY POINT LLC	00482800001202	16814 TWIN LAKES AVE	1.62	70,567	6,843	2007	GC	\$25.00	\$1,764,180	\$1,025,000	\$2,789,200	///	\$26.00	\$1,834,700	\$1,025,000	\$2,859,700	\$70,500	\$1.00	\$32,470	\$0.46
21	COSTCO WHOLESALE CORP	31052900102500	16616 TWIN LAKES AVE	14.15	616,374	152,543	2006	GC	\$19.00	\$11,711,106	\$13,000,000	\$24,711,100	///	\$20.00	\$12,327,500	\$13,000,000	\$25,327,500	\$616,400	\$1.00	\$283,893	\$0.46
22	COSTCO WHOLESALE CORP	31052900102600	16600 TWIN LAKES AVE	1.17	50,965	None	N/A	GC	\$19.00	\$968,339	\$0	\$968,300	///	\$20.00	\$1,019,300	\$0	\$1,019,300	\$51,000	\$1.00	\$23,489	\$0.46
23	POWELL-SMOKEY POINT LLC	31052900102700	16518 TWIN LAKES AVE	1.15	50,094	1,280	1998	GC	\$25.00	\$1,252,350	\$50,000	\$1,302,400	///	\$26.00	\$1,302,400	\$50,000	\$1,352,400	\$50,000	\$1.00	\$23,028	\$0.46
24	POWELL-SMOKEY POINT LLC	31052900102800	414 TO 16516 TWIN LAKES AVE	7.24	315,374	93,106	2007	GC	\$20.00	\$6,307,488	\$10,000,000	\$16,307,500	///	\$21.00	\$6,622,900	\$10,000,000	\$16,622,900	\$315,400	\$1.00	\$145,263	\$0.46
25	SAVAGE MYRON B & MARY E	31052900102900	16410 TWIN LAKES AVE	1.11	48,352	8,589	2007	GC	\$25.00	\$1,208,790	\$1,800,000	\$3,008,800	///	\$26.00	\$1,257,100	\$1,800,000	\$3,057,100	\$48,300	\$1.00	\$22,245	\$0.46
26	KIM-ALSTON LLC	00697200000301	17020 TWIN LAKES AVE	1.53	66,647	18,550	2007	GC	\$25.00	\$1,666,170	\$4,000,000	\$5,666,200	///	\$26.00	\$1,732,800	\$4,000,000	\$5,732,800	\$66,600	\$1.00	\$30,674	\$0.46
27	KIM-ALSTON LLC	00482800000801	16918 TWIN LAKES RD	1.33	57,935	6,356	2008	GC	\$25.00	\$1,448,370	\$850,000	\$2,298,400	///	\$26.00	\$1,506,300	\$850,000	\$2,356,300	\$57,900	\$1.00	\$26,667	\$0.46
28	KIM-ALSTON LLC	00482800000602	16924 TWIN LAKES AVE	2.54	110,642	31,291	2007	GC	\$24.00	\$2,655,418	\$5,800,000	\$8,455,400	///	\$25.00	\$2,766,100	\$5,800,000	\$8,566,100	\$110,700	\$1.00	\$50,985	\$0.46
29	KIM-ALSTON LLC	00482800000601	17016 TWIN LAKES AVE	2.70	117,612	29,469	2007	GC	\$24.00	\$2,822,688	\$5,100,000	\$7,922,700	///	\$25.00	\$2,940,300	\$5,100,000	\$8,040,300	\$117,600	\$1.00	\$54,163	\$0.46
30	JAEGER MARK P	31052900400600	16100 SMOKEY POINT BLVD	5.71	248,728	944	1918	GC	\$7.00	\$1,741,093	\$5,000	\$1,746,100	///	\$7.75	\$1,927,600	\$5,000	\$1,932,600	\$186,500	\$0.75	\$85,896	\$0.35
31	LINDAL CEDAR HOMES INC	31052900400601	18132 SMOKEY POINT BLVD	0.00	0	2,662	1998	GC	\$0.00	\$0	\$150,000	\$150,000	///	\$10.50	\$0	\$150,000	\$150,000	\$0	\$0.00	\$0	\$0.00
32	MACLYN INVESTMENTS LLC	31052900401800	UNKNOWN	4.28	186,437	None	N/A	GC	\$8.00	\$1,491,494	\$0	\$1,491,500	///	\$8.50	\$1,584,700	\$0	\$1,584,700	\$93,200	\$0.50	\$42,925	\$0.23
33	MACLYN INVESTMENTS LLC	31052900401900	UNKNOWN	2.68	116,741	None	N/A	GC	\$8.00	\$933,926	\$0	\$933,900	///	\$8.50	\$992,300	\$0	\$992,300	\$58,400	\$0.50	\$26,897	\$0.23
34	SYNERGY HOLDINGS LLC	31052900402000	16212 SMOKEY POINT BLVD	2.52	109,771	30,129	2006	GC	\$8.00	\$878,170	\$4,000,000	\$4,878,200	///	\$8.50	\$933,100	\$4,000,000	\$4,933,100	\$54,900	\$0.50	\$25,285	\$0.23
35	OPUS NORTHWEST LLC	31052900402100	UNKNOWN	2.70	117,612	None	N/A	GC	\$8.50	\$999,702	\$0	\$999,700	///	\$9.00	\$1,058,500	\$0	\$1,058,500	\$58,800	\$0.50	\$27,081	\$0.23
36	OPUS NORTHWEST LLC	31052900402200	UNKNOWN	1.41	61,420	None	N/A	GC	\$8.50	\$522,067	\$0	\$522,100	///	\$9.00	\$552,800	\$0	\$552,800	\$30,700	\$0.50	\$14,139	\$0.23
37	KIM-ALSTON LLC	00482800000506	17101 27TH AVE NE	0.86	37,462	6,760	2007	GC	\$25.00	\$936,540	\$1,000,000	\$1,936,500	///	\$26.00	\$974,000	\$1,000,000	\$1,974,000	\$37,500	\$1.00	\$17,271	\$0.46
38	CASE C DEAN	00697200000600	2730 172ND ST NE	0.30	13,068	5,776	1989	GC	\$25.00	\$326,700	\$800,000	\$1,126,700	///	\$26.00	\$339,800	\$800,000	\$1,139,800	\$13,100	\$1.00	\$6,033	\$0.46
39	TERRA FIRMA DEV CO LTD	31052900303200	2703 156TH ST NE	31.09	1,354,280	None	N/A	R12 MF LOW/CB	\$3.50	\$4,739,981	\$0	\$4,740,000	///	\$4.00	\$5,417,100	\$0	\$5,417,100	\$677,100	\$0.50	\$311,850	\$0.23
40	TERRA FIRMA DEV CO LTD	31052900401300	UNKNOWN	7.64	332,855	None	N/A	CB	\$4.50	\$1,497,848	\$0	\$1,497,800	///	\$5.75	\$1,913,900	\$0	\$1,913,900	\$416,100	\$1.25	\$191,642	\$0.58
41	SNOHOMISH CO PROP MGMT	31052900400800	16324 TWIN LAKES AVE	43.57	1,897,909	576	1977	RECREATION	\$3.00	\$5,693,728	\$40,000	\$5,733,700	///	\$3.00	\$5,693,700	\$40,000	\$5,733,700	\$0	\$0.00	\$0	\$0.00
42	SNOHOMISH CO PROP MGMT	31052900401700	UNKNOWN	10.45	455,202	None	N/A	RECREATION	\$3.00	\$1,365,606	\$0	\$1,365,600	///	\$3.00	\$1,365,600	\$0	\$1,365,600	\$0	\$0.00	\$0	\$0.00
43	FAMILY FUN CENTER MARYSVILLE LLC	31052900401500	15830 TWIN LAKES BLVD	15.97	695,520	None	N/A	CB	\$6.00	\$4,173,120	\$0	\$4,173,100	///	\$8.00	\$5,564,200	\$0	\$5,564,200	\$1,391,100	\$2.00	\$640,695	\$0.92
44	TERRA FIRMA DEV CO LTD	31052900303100	UNKNOWN	34.33	1,495,415	None	N/A	R12 MF LOW/CB	\$3.00	\$4,486,244	\$0	\$4,486,200	///	\$3.25	\$4,860,100	\$0	\$4,860,100	\$373,900	\$0.25	\$172,206	\$0.12
45	MADISON MARYSVILLE LLC	00697200000700	2707 171ST PL NE	1.36	59,242	None	N/A	GC	\$25.00	\$1,481,040	\$0	\$1,481,000	///	\$26.00	\$1,540,300	\$0	\$1,540,300	\$59,300	\$1.00	\$27,312	\$0.46
46	BEST PIE LLC - VILLAGE RESTURANT	00697200000100	17121 28TH DR NE	1.09	47,480	5,334	1976	GC	\$24.00	\$1,139,530	\$300,000	\$1,439,500	///	\$25.00	\$1,187,000	\$300,000	\$1,487,000	\$47,500	\$1.00	\$21,877	\$0.46
47	KIM-ALSTON LLC	00482800000505	17105 27TH AVE NE	0.76	33,106	2,847	2007	GC													

City of Marysville 156th Street NE Overpass Project

Map No.	Ownership	Tax Parcel No.	Site Address	Land Area (Acres)*	Land Area (SF)*	Building Size (SF)	Year Built	Zoning	Without LID				With LID				Special Benefit Per SF	Assessment	Assessment Per SF		
									Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Land Value Per SF	Land Value	ECV Improvements	Probable Market Value					
82	STORAGE CONDOS OF WASHINGTON LLC	01101300220300	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
83	STORAGE CONDOS OF WASHINGTON LLC	01101300220400	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
84	STORAGE CONDOS OF WASHINGTON LLC	01101300220500	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
85	STORAGE CONDOS OF WASHINGTON LLC	01101300220600	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
86	STORAGE CONDOS OF WASHINGTON LLC	01101300220700	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
87	STORAGE CONDOS OF WASHINGTON LLC	01101300220800	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
88	STORAGE CONDOS OF WASHINGTON LLC	01101300220900	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
89	STORAGE CONDOS OF WASHINGTON LLC	01101300221000	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
90	STORAGE CONDOS OF WASHINGTON LLC	01101300221100	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
91	STORAGE CONDOS OF WASHINGTON LLC	01101300221200	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
92	GLENMONT WINDWARD MARYSVILLE LLC	31052700400300	UNKNOWN	41.60	1,812,096	None	N/A	LI	\$1.50	\$2,718,144	\$0	\$2,718,100	///	\$1.55	\$2,808,700	\$0	\$2,808,700	\$90,600	\$0.05	\$41,727	\$0.02
93	GLENMONT WINDWARD MARYSVILLE LLC	31052700100300	UNKNOWN	25.48	1,109,909	None	N/A	LI	\$1.50	\$1,664,863	\$0	\$1,664,900	///	\$1.55	\$1,720,400	\$0	\$1,720,400	\$55,500	\$0.05	\$25,561	\$0.02
94	MILLER JOE A	31053200101300	3123 148TH ST NE	1.00	43,560	608	1914	BP	\$4.00	\$174,240	\$3,400	\$177,600	///	\$4.50	\$196,000	\$3,400	\$199,400	\$21,800	\$0.50	\$10,040	\$0.23
95	MILLER JOE A	31053200103200	UNKNOWN	1.86	81,022	None	N/A	BP	\$4.00	\$324,086	\$0	\$324,100	///	\$4.50	\$364,600	\$0	\$364,600	\$40,500	\$0.50	\$18,653	\$0.23
96	SNOHOMISH COUNTY FIRE DIST 12	31053200400600	14716 SMOKEY POINT BLVD	1.16	50,530	4,981	1964	LI	\$7.00	\$333,707	\$350,000	\$703,700	///	\$7.10	\$358,800	\$350,000	\$708,800	\$5,100	\$0.10	\$2,349	\$0.05
97	KUAN MONG-HWAI & SHUEN-CHEN	31053200400500	14404 SMOKEY POINT BLVD	0.64	27,878	1,530	1980	LI	\$7.00	\$195,149	\$100,000	\$295,100	///	\$7.10	\$197,900	\$100,000	\$297,900	\$2,800	\$0.10	\$1,290	\$0.05
98	SMOKEY POINT INVESTMENTS LLC	31053200400400	14322 SMOKEY POINT BLVD	0.57	24,829	1,188	1924	LI	\$7.00	\$173,804	\$110,000	\$283,800	///	\$7.10	\$176,300	\$110,000	\$286,300	\$2,900	\$0.10	\$1,151	\$0.05
99	KAZEN RICK & ANNE	00726700000200	14620 SMOKEY POINT BLVD	0.52	22,651	7,000	1984	LI	\$7.00	\$158,558	\$275,000	\$433,600	///	\$7.10	\$160,800	\$275,000	\$435,800	\$2,200	\$0.10	\$1,013	\$0.04
100	FLO-WASH LLC	00726700000300	14628 SMOKEY POINT BLVD	0.50	21,780	5,984	1987	LI	\$7.00	\$152,460	\$475,000	\$627,500	///	\$7.10	\$154,600	\$475,000	\$629,600	\$2,100	\$0.10	\$967	\$0.04
101	KAZEN RICK & ANNE	00726700000400	14702 SMOKEY POINT BLVD	0.52	22,651	7,480	1988	LI	\$7.00	\$158,558	\$550,000	\$708,600	///	\$7.10	\$160,800	\$550,000	\$710,800	\$2,200	\$0.10	\$1,013	\$0.04
102	HOCHREITER HEINRICH	00732200000100	14608 SMOKEY POINT BLVD	0.53	23,087	11,620	1996	LI	\$7.00	\$161,608	\$625,000	\$786,600	///	\$7.10	\$163,900	\$625,000	\$788,900	\$2,300	\$0.10	\$1,059	\$0.05
103	HOCHREITER HEINRICH	00732200000200	14524 SMOKEY POINT BLVD	0.50	21,780	8,000	1995	LI	\$7.00	\$152,460	\$470,000	\$622,500	///	\$7.10	\$154,600	\$470,000	\$624,600	\$2,100	\$0.10	\$967	\$0.04
104	HOCHREITER HEINRICH	00745600000100	14506 SMOKEY POINT BLVD	0.51	22,216	8,550	1993	LI	\$7.00	\$155,509	\$525,000	\$680,500	///	\$7.10	\$157,700	\$525,000	\$682,700	\$2,200	\$0.10	\$1,013	\$0.05
105	HOCHREITER HEINRICH	00745600000200	14428 SMOKEY POINT BLVD	0.51	22,216	9,682	1988	LI	\$7.00	\$155,509	\$600,000	\$755,500	///	\$7.10	\$157,700	\$600,000	\$757,700	\$2,200	\$0.10	\$1,013	\$0.05
106	BAUER PROPERTIES LLC	00743300100100	14616 35TH AVE NE	0.51	22,216	4,308	1985	LI	\$7.00	\$155,509	\$325,000	\$480,500	///	\$7.10	\$157,700	\$325,000	\$482,700	\$2,200	\$0.10	\$1,013	\$0.05
107	BAUER PROPERTIES LLC	00743300100200	14616 35TH AVE NE	0.51	22,216	1,750	1985	LI	\$7.00	\$155,509	\$130,000	\$285,500	///	\$7.10	\$157,700	\$130,000	\$287,700	\$2,200	\$0.10	\$1,013	\$0.05
108	BAUER PROPERTIES LLC	00743300100300	14616 35TH AVE NW	0.51	22,216	2,800	1985	LI	\$7.00	\$155,509	\$200,000	\$355,500	///	\$7.10	\$157,700	\$200,000	\$357,700	\$2,200	\$0.10	\$1,013	\$0.05
109	SPPF PROPERTIES LLC	31053200101600	UNKNOWN	4.74	206,474	None	N/A	BP	\$5.50	\$1,135,609	\$0	\$1,135,600	///	\$6.00	\$1,238,800	\$0	\$1,238,800	\$103,200	\$0.50	\$47,530	\$0.23
110	MILLER JOSEPH A	31053200102600	3225 148TH ST NE	4.74	206,474	6,808	1987	BP	\$5.00	\$1,032,372	\$650,000	\$1,682,400	///	\$5.50	\$1,135,600	\$650,000	\$1,785,600	\$103,200	\$0.50	\$47,530	\$0.23
111	SPPF PROPERTIES LLC	31053200102700	UNKNOWN	1.80	78,408	None	N/A	BP	\$5.00	\$392,040	\$0	\$392,000	///	\$6.50	\$509,700	\$0	\$509,700	\$117,700	\$1.50	\$54,209	\$0.69
112	CASCADE STORAGE LLC	31053200100600	15414 SMOKEY POINT BLVD	4.06	176,854	38,410	1994	GC	\$9.00	\$1,991,682	\$2,800,000	\$4,391,700	///	\$10.00	\$1,768,500	\$2,800,000	\$4,568,500	\$176,800	\$1.00	\$81,428	\$0.46
113	HART RONALD L & MICHELLE	31053200101800	15008 35TH AVE NE	1.36	59,242	10,660	1984,87	LI	\$7.00	\$414,691	\$480,000	\$894,700	///	\$7.25	\$429,500	\$480,000	\$909,500	\$14,800	\$0.25	\$6,816	\$0.12
114	DANIELSON DANIEL A	31053200102400	14824 35TH AVE NE	0.68	29,621	4,636	1958	LI	\$7.00	\$207,346	\$450,000	\$657,300	///	\$7.25	\$214,800	\$450,000	\$664,800	\$7,900	\$0.25	\$3,454	\$0.12
115	BAUER PROPERTIES LLC	31053200102200	14808 SMOKEY POINT BLVD	0.34	14,810	308	1961	LI	\$7.00	\$103,673	\$30,000	\$133,700	///	\$7.10	\$105,200	\$30,000	\$135,200	\$1,500	\$0.10	\$691	\$0.05
116	BAUER PROPERTIES LLC	31053200102300	14800 SMOKEY POINT BLVD	0.88	38,333	16,698	1914 & 2000	LI	\$6.00	\$229,997	\$1,200,000	\$1,430,000	///	\$6.10	\$233,800	\$1,200,000	\$1,433,800	\$3,800	\$0.10	\$1,750	\$0.05
117	DEBESTANI ALAYAR & GITTY	31053200100900	UNKNOWN	1.67	72,745	None	N/A	BP	\$5.75	\$418,285	\$0	\$418,300	///	\$6.25	\$454,700	\$0	\$454,700	\$36,400	\$0.50	\$16,765	\$0.23
118	DABESTANI ALAYAR	31053200102500	UNKNOWN	3.73	162,479	None	N/A	BP	\$5.75	\$934,253	\$0	\$934,300	///	\$6.25	\$1,015,500	\$0	\$1,015,500	\$81,200	\$0.50	\$37,398	\$0.23
119	S & I PROPERTIES LLC	31053200100500	15314 SMOKEY POINT BLVD	0.92	40,075	3,656	1916 & 1980	GC	\$11.00	\$440,827	\$100,000	\$540,800	///	\$11.50	\$460,900	\$100,000	\$560,900	\$20,100	\$0.50	\$9,257	\$0.23
120	STEWART GREG	31053200100400	15324 SMOKEY POINT BLVD	1.85	80,586	13,728	1926 & 2003	GC	\$10.50	\$846,153	\$600,000	\$1,446,200	///	\$11.50	\$926,700	\$600,000	\$1,526,700	\$80,500	\$1.00	\$37,076	\$0.46
121	SMOKEY POINT INVESTMENTS LLC	31053300302500	UNKNOWN	10.53	458,687	None	N/A	LI	\$4.00	\$1,834,747	\$0	\$1,834,700	///	\$4.05	\$1,857,700	\$0	\$1,857,700	\$23,000	\$0.05	\$10,593	\$0.02
122	SPPF PROPERTIES LLC	31053200100300	UNKNOWN	18.10	788,436	None	N/A	BP	\$4.00	\$3,153,744	\$0	\$3,153,700	///	\$5.50	\$4,336,400	\$0	\$4,336,400	\$1,182,700	\$1.50	\$544,712	\$0.69
123	LARSON LELAND	31053200101100	2908 156TH ST NE	20.00	871,200	1,576	1910	BP	\$5.00	\$4,356,000	\$0	\$4,356,000	///	\$6.00	\$5,227,200	\$0	\$5,227,200	\$871,200	\$1.00	\$401,246	\$0.46
124	SPPF LLC	31053200101400	UNKNOWN	19.26	838,966	None	N/A	BP	\$4.00	\$3,355,862	\$0	\$3,355,900	///	\$4.25	\$3,565,600	\$0	\$3,565,600	\$209,700	\$0.25	\$96,581	\$0.12
125	SMOKEY PT INV - UNDI FAMILY LLC	31053200400800	14228 SMOKEY POINT BLVD	1.33	57,935	None	N/A	LI	\$6.00	\$347,609	\$0	\$347,600	///	\$6.05	\$350,500	\$0	\$350,500	\$2,900	\$0.05	\$1,336	\$0.02
126	BETA MARYSVILLE WAREHOUSE LLC(BRUNHAVER)	31053200101500	15104 35TH AVE NE	3.04	132,422	24,900	1984	LI	\$7.00	\$926,957	\$1,100,000	\$2,027,000	///	\$7.50	\$993,200	\$1,100,000	\$2,093,200	\$66,200	\$0.50	\$30,490	\$0.23
127	MIDWAY DEVELOPMENT LLC	31053200100700	15202 SMOKEY POINT BLVD	2.59	112,820	29,474	2006	GC	\$8.50	\$958,973	\$1,200,000	\$2,159,000	///	\$9.00	\$1,015,400	\$1,200,000	\$2,215,400	\$56,400	\$0.50	\$25,976	\$0.23
128	KIM HEENAN & TARDIFF CHA Y	31053200100800	15218 SMOKEY POINT BLVD	0.41	17,860	1,560	1955	GC	\$12.00	\$214,315	\$825,000	\$1,039,300	///	\$12.50	\$223,200	\$825,000	\$1,048,200	\$8,900	\$0.50	\$4,099	\$0.23
129	PATRICK VENTURES LTD	31053200101000	15310 35TH AVE NE	1.38	60,113	6,456	1933	GC	\$10.00	\$601,128	\$320,000	\$921,100	///	\$10.50	\$631,200	\$320,000	\$951,200	\$30,100	\$0.50	\$13,863	\$0.23
130	HOLMES MICHAEL & MAUREEN	31053200400700	14418 SMOKEY POINT BLVD	0.23	10,019	224	1971	LI	\$10.00	\$100,188	\$30,000	\$130,200	///	\$10.10	\$101,200	\$30,000	\$131,200	\$1,000	\$0.10	\$461	\$0.05
131	BOWER DALLAS B	31053200101700	15026 SMOKEY POINT BLVD	1.36	59,242	1,248	1930	LI	\$7.00	\$414,691	\$15,000	\$429,700	///	\$7.25	\$429,500	\$15,000	\$444,500	\$14,800	\$0.25	\$6,816	\$0.12
132	JB PARTNERSHIP	31053200102100	14904 SMOKEY POINT BLVD	2.66	115,870	4,376	1955	LI	\$8.00	\$695,218	\$100,000	\$795,200	///	\$6.25	\$724,200	\$100,000	\$824,200	\$29,000	\$0.25	\$13,356	\$0.12
133	BAUER PROPERTIES LLC	31053300302200	14725 SMOKEY POINT BLVD	0.47	20,473	None	N/A	LI	\$7.00	\$143,312	\$0	\$143,300	///	\$7.10	\$145,400	\$0	\$145,400	\$2,100	\$0.10	\$967	\$0.05
134	WELLS WOODY R & CAROL J	00623400000100	UNKNOWN	0.40	17,313	None	N/A	LI	\$8.75	\$151,486	\$0	\$151,500	///	\$9.00	\$155,800	\$0	\$155,800	\$4,300	\$0.25	\$1,980	\$0.11
135	BRUMMEL CHARLES D JR	00623400000200	3521 150TH PL NE	0.23	10,113	3,504	1969 & 1976	LI	\$7.00	\$70,789	\$300,000	\$370,800	///	\$7.10	\$71						

City of Marysville 156th Street NE Overpass Project

Map No.	Ownership	Tax Parcel No.	Site Address	Land Area (Acres) *	Land Area (SF) *	Building Size (SF)	Year Built	Zoning	Without LID				With LID				Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF	
									Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Land Value Per SF	Land Value	ECV Improvements	Probable Market Value					
163	PACIFIC INDUSTRIAL PARK LP I	00691900000500	15000 40TH AVE NE UNIT B	1.94	84,506	26,400	1998	LI	\$5.00	\$422,532	\$1,900,000	\$2,322,500	III	\$5.10	\$431,000	\$1,900,000	\$2,331,000	\$8,500	\$0.10	\$3,915	\$0.05
164	FLETCHER RICHARD F	31053300200100	4001 152ND ST NE	0.66	28,750	1,458	1925	GC	\$12.00	\$344,995	\$110,000	\$455,000	III	\$12.10	\$347,900	\$110,000	\$457,900	\$2,900	\$0.10	\$1,336	\$0.05
165	MIGHELL ENTERPRISES LLC	31053300200300	3915 152ND ST NE	1.35	58,806	16,702	2003	GC	\$8.00	\$470,448	\$875,000	\$1,345,400	III	\$8.10	\$476,300	\$875,000	\$1,351,300	\$5,900	\$0.10	\$2,717	\$0.05
166	PJM COMPANY LLC	31053300200500	UNKNOWN	1.83	79,715	None	N/A	GC	\$5.00	\$398,574	\$0	\$398,600	III	\$5.10	\$406,500	\$0	\$406,500	\$7,900	\$0.10	\$3,638	\$0.05
167	HERNANDEZ ERNESTO & TERI A	31053300205800	15205 39TH AVE NE	1.22	53,143	2,874	2004 & 1977	GC	\$5.00	\$265,716	\$90,000	\$355,700	III	\$5.10	\$271,000	\$90,000	\$361,000	\$5,300	\$0.10	\$2,441	\$0.05
168	MJJ INVESTMENTS LLC	31053300205900	15209 39TH AVE NE	1.29	56,192	3,976	2004	GC	\$5.00	\$280,962	\$275,000	\$556,000	III	\$5.10	\$286,600	\$275,000	\$561,600	\$5,600	\$0.10	\$2,579	\$0.05
169	CDI PROPERTIES LLC	31053300206000	15303 39TH AVE NE	1.41	61,420	14,844	2007	GC	\$5.00	\$307,098	\$950,000	\$1,257,100	III	\$5.10	\$313,200	\$950,000	\$1,263,200	\$6,100	\$0.10	\$2,809	\$0.05
170	GHUMAN HOLDINGS LLC	31053300205700	15201 39TH AVE NE	0.43	18,731	6,104	2005	GC	\$8.00	\$149,846	\$330,000	\$479,800	III	\$8.10	\$151,700	\$330,000	\$481,700	\$1,900	\$0.10	\$875	\$0.05
171	CARLSON RICHARD L & MARY M	31053300205400	15322 39TH AVE NE	0.98	42,689	3,000	1984	GC	\$7.00	\$298,822	\$50,000	\$348,800	III	\$7.10	\$303,100	\$50,000	\$353,100	\$4,300	\$0.10	\$1,980	\$0.05
172	PEDEFERRI WALTER J & JON R	31053300204400	3715 152ND ST NE	5.25	228,690	None	N/A	GC	\$5.00	\$1,143,450	\$0	\$1,143,500	III	\$5.50	\$1,257,800	\$0	\$1,257,800	\$114,300	\$0.50	\$52,643	\$0.23
173	ROBERTS ELIZABETH J	31053300201400	15431 SMOKEY POINT BLVD	1.00	43,560	1,140	1903	GC	\$8.00	\$348,480	\$500	\$349,000	III	\$9.00	\$392,000	\$500	\$392,500	\$43,500	\$1.00	\$20,035	\$0.46
174	WIGGINS ELIZABETH J	31053300201401	UNKNOWN	4.54	197,762	None	N/A	GC	\$8.00	\$1,582,099	\$0	\$1,582,100	III	\$9.00	\$1,779,900	\$0	\$1,779,900	\$197,800	\$1.00	\$91,100	\$0.46
175	HECLA CURT	31053300200800	15527 35TH AVE NE	3.52	153,331	696	1939	GC	\$8.00	\$1,226,650	\$5,000	\$1,231,600	III	\$9.50	\$1,456,600	\$5,000	\$1,461,600	\$230,000	\$1.50	\$105,930	\$0.69
176	FIRST HERITAGE BANK	31053200100200	15524 SMOKEY POINT BLVD	0.81	35,284	8,216	1922 & 1945 & 1918	GC	\$12.00	\$423,403	\$200,000	\$623,400	III	\$14.00	\$494,000	\$200,000	\$694,000	\$70,600	\$2.00	\$32,516	\$0.92
177	CHRIST MILTON & DIANNE	31053300205600	15306 39TH AVE NE	1.41	61,420	None	N/A	GC	\$5.00	\$307,098	\$0	\$307,100	III	\$5.10	\$313,200	\$0	\$313,200	\$6,100	\$0.10	\$2,809	\$0.05
178	CHRIST MILTON & DIANNE	31053300200700	3831 152ND ST NE	2.44	106,286	6,837	1978	GC	\$5.00	\$531,432	\$95,000	\$626,400	III	\$5.10	\$542,100	\$95,000	\$637,100	\$10,700	\$0.10	\$4,928	\$0.05
179	CHRIST STEVEN & SUSAN	31053300205100	15312 39TH AVE NE	1.34	58,370	None	N/A	GC	\$5.00	\$291,852	\$0	\$291,900	III	\$5.10	\$297,700	\$0	\$297,700	\$5,800	\$0.10	\$2,671	\$0.05
180	PREMIER PACIFIC PROPERTIES LLC	31053300204500	15318 39TH AVE NE	2.08	90,605	37,500	2000	GC	\$5.00	\$453,024	\$1,850,000	\$2,303,000	III	\$5.10	\$462,100	\$1,850,000	\$2,312,100	\$9,100	\$0.10	\$4,191	\$0.05
181	WIGGINS ELIZABETH J	31053300204300	UNKNOWN	1.91	83,200	None	N/A	GC	\$8.00	\$665,597	\$0	\$665,600	III	\$9.00	\$748,800	\$0	\$748,800	\$83,200	\$1.00	\$38,319	\$0.46
182	PACIFIC INDUSTRIAL PARK LP	00691900000600	15106 40TH AVE NE	2.50	108,900	35,164	2000	LI	\$5.00	\$544,500	\$2,200,000	\$2,744,500	III	\$5.10	\$555,400	\$2,200,000	\$2,755,400	\$10,900	\$0.10	\$5,020	\$0.05
183	SMITH JOY L	31053300205300	23 SMOKEY POINT BLVD UN	2.46	107,158	2,880	1933	GC	\$7.50	\$803,682	\$40,000	\$843,600	III	\$8.00	\$857,300	\$40,000	\$897,300	\$53,600	\$0.50	\$24,686	\$0.23
184	KIMBALL DAVE	31053300205301	15229 SMOKEY POINT BLVD	0.00	0	None	N/A	GC	\$0.00	\$0	\$0	\$0	III	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
185	PEDEFERRI WALTER J	31053300203600	3715 152ND AVE NE	5.16	224,770	None	N/A	GC	\$5.00	\$1,123,848	\$1,400,000	\$2,523,800	III	\$5.50	\$1,236,200	\$1,400,000	\$2,636,200	\$112,400	\$0.50	\$51,768	\$0.23
186	WIGGINS JOHN JR & KATHLEEN	00960007700100	3715 152ND AVE NE SPC 1	0.00	0	Mobile home	1973	GC	\$0.00	\$0	\$8,000	\$8,000	III	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
187	VANBUSKIRK LEO & MARY	00960007700200	3715 152ND AVE NE SPC 2	0.00	0	Mobile home	1996	GC	\$0.00	\$0	\$20,000	\$20,000	III	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
188	STEVENS JOAN E	00960007700300	3715 152ND AVE NE SPC 3	0.00	0	Mobile home	1975	GC	\$0.00	\$0	\$8,000	\$8,000	III	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
189	JEANS DEBRA	00960007700400	3715 152ND AVE NE SPC 4	0.00	0	Mobile home	1975	GC	\$0.00	\$0	\$8,000	\$8,000	III	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
190	SHELTON FRED	00960007700500	3715 152ND AVE NE SPC 5	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$9,000	\$9,000	III	\$5.50	\$0	\$9,000	\$9,000	\$0	\$0.00	\$0	\$0.00
191	KURFGWEIT JUDIE	00960007700600	3715 152ND AVE NE SPC 6	0.00	0	Mobile home	1977	GC	\$0.00	\$0	\$8,000	\$8,000	III	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
192	PORTER ROBERT & DOROTHY	00960007700700	3715 152ND AVE NE SPC 7	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$10,000	\$10,000	III	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
193	WOLFE SHARON L	00960007700800	3715 152ND AVE NE SPC 8	0.00	0	Mobile home	1983	GC	\$0.00	\$0	\$15,000	\$15,000	III	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
194	EVANS PAULINE C	00960007700900	3715 152ND AVE NE SPC 9	0.00	0	Mobile home	1995	GC	\$0.00	\$0	\$20,000	\$20,000	III	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
195	DAILEY JEAN MARIE	00960007701000	3715 152ND AVE NE SPC 10	0.00	0	Mobile home	1977	GC	\$0.00	\$0	\$10,000	\$10,000	III	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
196	COATES DAVID	00960007701100	3715 152ND AVE NE SPC 11	0.00	0	Mobile home	1976	GC	\$0.00	\$0	\$8,000	\$8,000	III	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
197	LARSON LLOYD & SOMCHAI	00960007701200	3715 152ND AVE NE SPC 12	0.00	0	Mobile home	1973	GC	\$0.00	\$0	\$5,000	\$5,000	III	\$5.50	\$0	\$5,000	\$5,000	\$0	\$0.00	\$0	\$0.00
198	YOUNG BARBARA	00960007701300	3715 152ND AVE NE SPC 13	0.00	0	Mobile home	1984	GC	\$0.00	\$0	\$10,000	\$10,000	III	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
199	CONRY JOAN E	00960007701400	3715 152ND AVE NE SPC 14	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$10,000	\$10,000	III	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
200	TUCKER MARY ANN	00960007701500	3715 152ND AVE NE SPC 15	0.00	0	Mobile home	1977	GC	\$0.00	\$0	\$8,000	\$8,000	III	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
201	MARTIN KATHI	00960007701600	3715 152ND AVE NE SPC 16	0.00	0	Mobile home	1989	GC	\$0.00	\$0	\$20,000	\$20,000	III	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
202	STAYNER BARBARA J	00960007701700	3715 152ND AVE NE SPC 17	0.00	0	Mobile home	1979	GC	\$0.00	\$0	\$10,000	\$10,000	III	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
203	MERRITT KATHLEEN A / SHEILA A	00960007701800	3715 152ND AVE NE SPC 18	0.00	0	Mobile home	1979	GC	\$0.00	\$0	\$15,000	\$15,000	III	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
204	FERLING FRANK M	00960007701900	3715 152ND AVE NE SPC 19	0.00	0	Mobile home	1988	GC	\$0.00	\$0	\$15,000	\$15,000	III	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
205	ALLEN MARILYN K	00960007702000	3715 152ND AVE NE SPC 20	0.00	0	Mobile home	1984	GC	\$0.00	\$0	\$15,000	\$15,000	III	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
206	EGAN BRIAN W & MARGARET ANN	00960007702100	3715 152ND AVE NE SPC 21	0.00	0	Mobile home	1979	GC	\$0.00	\$0	\$8,000	\$8,000	III	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
207	GIBSON FREDRICK J & ROSEMARY B	00960007702200	3715 152ND AVE NE SPC 22	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$10,000	\$10,000	III	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
208	WRINKLE JERRY & KATHY	00960007702300	3715 152ND AVE NE SPC 23	0.00	0	Mobile home	1979	GC	\$0.00	\$0	\$12,000	\$12,000	III	\$5.50	\$0	\$12,000	\$12,000	\$0	\$0.00	\$0	\$0.00
209	PENCE MARLENE J	00960007702400	3715 152ND AVE NE SPC 24	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$10,000	\$10,000	III	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
210	WEBSTER LLOYD S/SILVIA M	00960007702500	3715 152ND AVE NE SPC 25	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$10,000	\$10,000	III	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
211	AVIST ERIK	00960007702600	3715 152ND AVE NE SPC 26	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$12,000	\$12,000									

City of Marysville 156th Street NE Overpass Project

Map No.	Ownership	Tax Parcel No.	Site Address	Land Area (Acres) *	Land Area (SF) *	Building Size (SF)	Year Built	Zoning	Without LID				With LID				Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF	
									Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Land Value Per SF	Land Value	ECV Improvements	Probable Market Value					
244	SCHULZE WANAJITA	00960007705900	3715 152ND AVE NE SPC 59	0.00	0	Mobile home	1982	GC	\$0.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
245	PARSLEY ROBERT	00960007706000	3715 152ND AVE NE SPC 60	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
246	DWYER DARLENE	00960007706100	3715 152ND AVE NE SPC 61	0.00	0	Mobile home	1980	GC	\$0.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
247	LAWRENCE RICHARD	00960007706400	3715 152ND AVE NE SPC 64	0.00	0	Mobile home	1969	GC	\$0.00	\$0	\$3,000	\$3,000	///	\$5.50	\$0	\$3,000	\$3,000	\$0	\$0.00	\$0	\$0.00
248	HERNANDEZ ISAIAS	00960007706500	3715 152ND ST NE SPC 65	0.00	0	Mobile home	1997	GC	\$0.00	\$0	\$18,000	\$18,000	///	\$5.50	\$0	\$18,000	\$18,000	\$0	\$0.00	\$0	\$0.00
249	HIGLEY LINDA S	00960007706600	3715 152ND AVE NE SPC 66	0.00	0	Mobile home	1970	GC	\$0.00	\$0	\$4,000	\$4,000	///	\$5.50	\$0	\$4,000	\$4,000	\$0	\$0.00	\$0	\$0.00
250	HUNT JAMES J	00960007706700	3715 152ND AVE NE SPC 67	0.00	0	Mobile home	1974	GC	\$0.00	\$0	\$5,000	\$5,000	///	\$5.50	\$0	\$5,000	\$5,000	\$0	\$0.00	\$0	\$0.00
251	GENTRY DARYL K	00960007706800	3715 152ND AVE NE SPC 68	0.00	0	Mobile home	1976	GC	\$0.00	\$0	\$5,000	\$5,000	///	\$5.50	\$0	\$5,000	\$5,000	\$0	\$0.00	\$0	\$0.00
252	CHASE FRANCILLE L	00960007706900	3715 152ND AVE NE SPC 69	0.00	0	Mobile home	1978	GC	\$0.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
253	WYATT DEBORAH	00960007707000	3715 152ND AVE NE SPC 70	0.00	0	Mobile home	1998	GC	\$0.00	\$0	\$26,000	\$26,000	///	\$5.50	\$0	\$26,000	\$26,000	\$0	\$0.00	\$0	\$0.00
254	GREENHALGH WALTER C JR	00960007707100	3715 152ND AVE NE SPC 71	0.00	0	Mobile home	1981	GC	\$0.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
255	HALL JAMES A & CAROLYN J	00960007707200	3715 152ND AVE NE SPC 72	0.00	0	Mobile home	1976	GC	\$0.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
256	COLLINS JUDY	00960007707300	3715 152ND AVE NE SPC 73	0.00	0	Mobile home	1978	GC	\$0.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
257	GRAHAM DORIS A	00960007707400	3715 152ND AVE NE SPC 74	0.00	0	Mobile home	1993	GC	\$0.00	\$0	\$18,000	\$18,000	///	\$5.50	\$0	\$18,000	\$18,000	\$0	\$0.00	\$0	\$0.00
258	MILTON & DIANNE CHRYST	00960007707500	3715 152ND AVE NE SPC 75	0.00	0	Mobile home	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$5.50	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
259	NEW ACCOUNT	00960007707600	3715 152ND AVE NE SPC 76	0.00	0	Mobile home	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$5.50	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
260	NOE LINCOLN R	00960007703901	3715 152ND AVE NE SPC 39A	0.00	0	Mobile home	1992	GC	\$0.00	\$0	\$20,000	\$20,000	///	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
261	BROWN HARLAND	00960007703902	3715 152ND AVE NE SPC 39A	0.00	0	Mobile home	N/A	GC	\$0.00	\$0	\$0	\$0	///	\$5.50	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
262	KLUG DORIS ANN	31053300201200	3607 152ND ST NE	0.23	10,019	1,764	1964	GC	\$5.00	\$50,094	\$130,000	\$180,100	///	\$5.50	\$55,100	\$130,000	\$185,100	\$5,000	\$0.50	\$2,303	\$0.23
263	JOY L SMITH	31053300200900	3529 152ND ST NE	0.49	21,344	None	N/A	GC	\$5.00	\$106,722	\$0	\$106,700	///	\$5.50	\$117,400	\$0	\$117,400	\$10,700	\$0.50	\$4,928	\$0.23
264	WILLIAMS RICHARD L	31053300201100	3617 152ND ST NE	0.23	10,019	1,724	1964	GC	\$10.00	\$100,188	\$130,000	\$230,200	///	\$10.10	\$101,200	\$130,000	\$231,200	\$1,000	\$0.10	\$461	\$0.05
265	SHIPP RICHARD & VIRGINIA L	31053300201000	3627 152ND ST NE	0.20	8,712	1,508	1963	GC	\$5.00	\$43,560	\$150,000	\$193,600	///	\$5.50	\$47,900	\$150,000	\$197,900	\$4,300	\$0.49	\$1,980	\$0.23
266	PJM COMPANY LLC	31053300204600	UNKNOWN	2.47	107,593	None	N/A	GC	\$5.00	\$537,966	\$0	\$538,000	///	\$5.10	\$548,700	\$0	\$548,700	\$10,700	\$0.10	\$4,928	\$0.05
267	CDI PROPERTIES LLC	31053300206100	15307 39TH AVE NE	1.41	61,420	14,844	2007	GC	\$5.00	\$307,098	\$800,000	\$1,107,100	///	\$5.10	\$313,200	\$800,000	\$1,113,200	\$6,100	\$0.10	\$2,809	\$0.05
268	STORAGE CONDOS OF WASHINGTON LLC	01101300110200	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$145,400	\$145,400	///	\$0.00	\$0	\$145,400	\$145,400	\$0	\$0.00	\$0	\$0.00
269	STORAGE CONDOS OF WASHINGTON LLC	01101300110300	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$50,000	\$50,000	///	\$0.00	\$0	\$50,000	\$50,000	\$0	\$0.00	\$0	\$0.00
270	STORAGE CONDOS OF WASHINGTON LLC	01101300110400	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$50,000	\$50,000	///	\$0.00	\$0	\$50,000	\$50,000	\$0	\$0.00	\$0	\$0.00
271	STORAGE CONDOS OF WASHINGTON LLC	01101300110500	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$50,000	\$50,000	///	\$0.00	\$0	\$50,000	\$50,000	\$0	\$0.00	\$0	\$0.00
272	STORAGE CONDOS OF WASHINGTON LLC	01101300110600	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$50,000	\$50,000	///	\$0.00	\$0	\$50,000	\$50,000	\$0	\$0.00	\$0	\$0.00
273	STORAGE CONDOS OF WASHINGTON LLC	01101300110700	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
274	STORAGE CONDOS OF WASHINGTON LLC	01101300110800	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
275	STORAGE CONDOS OF WASHINGTON LLC	01101300110900	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
276	STORAGE CONDOS OF WASHINGTON LLC	01101300111000	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
277	STORAGE CONDOS OF WASHINGTON LLC	01101300111100	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
278	STORAGE CONDOS OF WASHINGTON LLC	01101300111200	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
279	STORAGE CONDOS OF WASHINGTON LLC	01101300111300	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
280	STORAGE CONDOS OF WASHINGTON LLC	01101300111400	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
281	STORAGE CONDOS OF WASHINGTON LLC	01101300111500	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
282	STORAGE CONDOS OF WASHINGTON LLC	01101300111600	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$45,000	\$45,000	///	\$0.00	\$0	\$45,000	\$45,000	\$0	\$0.00	\$0	\$0.00
283	STORAGE CONDOS OF WASHINGTON LLC	01101300111700	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$50,000	\$50,000	///	\$0.00	\$0	\$50,000	\$50,000	\$0	\$0.00	\$0	\$0.00
284	STORAGE CONDOS OF WASHINGTON LLC	01101300111800	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$50,000	\$50,000	///	\$0.00	\$0	\$50,000	\$50,000	\$0	\$0.00	\$0	\$0.00
285	STORAGE CONDOS OF WASHINGTON LLC	01101300111900	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$50,000	\$50,000	///	\$0.00	\$0	\$50,000	\$50,000	\$0	\$0.00	\$0	\$0.00
286	STORAGE CONDOS OF WASHINGTON LLC	01101300112000	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$50,000	\$50,000	///	\$0.00	\$0	\$50,000	\$50,000	\$0	\$0.00	\$0	\$0.00
287	STORAGE CONDOS OF WASHINGTON LLC	01101300112100	UNKNOWN	0.00	0	None	N/A	GC	\$0.00	\$0	\$60,000	\$60,000	///	\$0.00	\$0	\$60,000	\$60,000	\$0	\$0.00	\$0	\$0.00
288	STORAGE CONDOS OF WASHINGTON LLC	01101300099900	UNKNOWN	0.41	17,860	None	N/A	GC	\$10.00	\$178,596	\$0	\$178,600	///	\$10.10	\$180,400	\$0	\$180,400	\$1,800	\$0.10	\$829	\$0.05
289	PJM COMPANY LLC	31053300204900	UNKNOWN	4.77	207,781	None	N/A	OPEN	\$5.00	\$1,038,906	\$0	\$1,038,900	///	\$5.10	\$1,059,700	\$0	\$1,059,700	\$20,800	\$0.10	\$9,580	\$0.05
290	PJM COMPANY LLC	31053300204800	UNKNOWN	4.77	207,781	None	N/A	GC	\$5.00	\$1,038,906	\$0	\$1,038,900	///	\$5.10	\$1,059,700	\$0	\$1,059,700	\$20,800	\$0.10	\$9,580	\$0.05
291	PJM COMPANY LLC	31053300200200	UNKNOWN	5.00	217,800	None	N/A	OPEN	\$5.00	\$1,089,000	\$0	\$1,089,000	///	\$5.10	\$1,110,800	\$0	\$1,110,800	\$21,800	\$0.10	\$10,040	\$0.05
292	PJM COMPANY LLC	31053300200600	UNKNOWN	5.00	217,800	None	N/A	GC	\$5.00	\$1,089,000	\$0	\$1,089,000	///	\$5.10	\$1,110,800	\$0	\$1,110,800	\$21,800	\$0.10	\$10,040	\$0.05
293	152ND STREET JOINT VENTURE	31053300100700	UNKNOWN	17.48	761,429	None	N/A	LI	\$2.00	\$1,522,858	\$0	\$1,522,900	///	\$2.05	\$1,560,900	\$0	\$1,560,900	\$38,000	\$0.05	\$17,502	\$0.02
294	152ND STREET JOINT VENTURE	31052800400300	15908 47TH AVE NE	40.00	1,742,400	None	N/A	LI	\$2.00	\$3,484,800	\$0	\$3,484,800	///	\$2.05	\$3,571,900	\$0	\$3,571,900	\$87,100	\$0.05	\$40,115	\$0.02
295	HERITAGE OPERATING LP	31053300100800	4531 152ND ST NE	1.93	84,071	None	N/A	LI	\$5.00	\$420,354	\$0	\$420,400	///	\$5.05	\$424,600	\$0	\$424,600	\$4,200	\$0.05	\$1,934	\$0.02
296	HERITAGE OPERATING LP	31053300100900	4509 152ND ST NE	1.00	43,560	1,596	1926	LI	\$6.00	\$261,360	\$120,000	\$381,400	///	\$6.05	\$263,500	\$120,000	\$383,500	\$2,100	\$0.05	\$967	\$0.02
297	DUE CLARENCE W	31053300100600	UNKNOWN	8.36	364,162	None	N/A	LI	\$3.70	\$1,347,398	\$0	\$1,347,400	///	\$3.75	\$1,365,600	\$0	\$1,365,600	\$18,200	\$0.05	\$8,382	\$0.02
298	152ND STREET JOINT VENTURE	31053300100400	5013 152ND ST NE	0.50	21,780	None	N/A	LI	\$5.00	\$108,900	\$0	\$108,900	///	\$5.05	\$110,000	\$0	\$110,000	\$1,100	\$0.05	\$507	\$0.02
299	TRANSMOUNTAIN PIPE LINE CO.	31053300100500	UNKNOWN	9.81	427,324	None	N/A	LI	\$2.50	\$1,068,309	\$0	\$1,068,300	///	\$2.55	\$1,089,700	\$0	\$1,089,700	\$21,400	\$0.05	\$9,856	\$0.02
300	DUE CLARENCE W	31053300101700	UNKNOWN	21.38	931,313	None	N/A	LI	\$2.70	\$2,514,545	\$0	\$2,514,500	///	\$2.75	\$2,561,100	\$0	\$2,561,100	\$46,600	\$0.05	\$21,462	\$0.02
301	GLENMONT WINDWARD MARYSVILLE SHOULTES I	31052800400400	15808 51ST AVE NE	40.00	1,742,400	1,116	1920	LI	\$2.70	\$4,704,480	\$50,000										

City of Marysville 156th Street NE Overpass Project

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									Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Land Value Per SF	Land Value	ECV Improvements	Probable Market Value					
325	U & S PROPERTIES LLC	31053300302600	UNKNOWN	3.88	169,013	None	N/A	LI	\$5.00	\$845,064	\$0	\$845,100	///	\$5.05	\$853,500	\$0	\$853,500	\$8,400	\$0.05	\$3,869	\$0.02
326	U & S PROPERTIES LLC	31053300301100	UNKNOWN	1.00	43,560	None	N/A	LI	\$5.00	\$217,800	\$0	\$217,800	///	\$5.10	\$222,200	\$0	\$222,200	\$4,400	\$0.10	\$2,026	\$0.05
327	SMOKEY POINT INVESTMENTS LLC	31053300301900	UNKNOWN	1.01	43,996	None	N/A	LI	\$5.00	\$219,978	\$0	\$220,000	///	\$5.10	\$224,400	\$0	\$224,400	\$4,400	\$0.10	\$2,026	\$0.05
328	SMOKEY POINT INVESTMENTS LLC	31053300302300	14621 SMOKEY POINT BLVD	1.07	46,609	None	N/A	LI	\$5.00	\$233,046	\$0	\$233,000	///	\$5.05	\$235,400	\$0	\$235,400	\$2,400	\$0.05	\$1,105	\$0.02
329	NORTHWEST FARM FOOD COOP	31053300202800	UNKNOWN	7.82	340,639	None	N/A	LI	\$5.00	\$1,703,196	\$0	\$1,703,200	///	\$5.05	\$1,720,200	\$0	\$1,720,200	\$17,000	\$0.05	\$7,830	\$0.02
330	SMOKEY POINT INVESTMENTS LLC	31053300203000	UNKNOWN	4.53	197,327	None	N/A	LI	\$5.00	\$986,634	\$0	\$986,600	///	\$5.05	\$996,500	\$0	\$996,500	\$9,900	\$0.05	\$4,560	\$0.02
331	CANNON LLOYD W	31053300202500	UNKNOWN	1.17	50,965	None	N/A	LI	\$5.00	\$254,826	\$0	\$254,800	///	\$5.05	\$257,400	\$0	\$257,400	\$2,600	\$0.05	\$1,197	\$0.02
332	HANAUER GERARD L	31053300301500	UNKNOWN	3.10	135,036	None	N/A	LI	\$4.00	\$540,144	\$0	\$540,100	///	\$4.05	\$546,900	\$0	\$546,900	\$6,800	\$0.05	\$3,132	\$0.02
333	SMOKEY POINT INVESTMENTS LLC	31053300203100	UNKNOWN	4.98	216,929	None	N/A	LI	\$5.00	\$1,084,644	\$0	\$1,084,600	///	\$5.05	\$1,095,500	\$0	\$1,095,500	\$10,900	\$0.05	\$5,020	\$0.02
334	PACIFIC INDUSTRIAL PARK LP I	00691900000100	14800 40TH AVE NE	2.96	128,938	39,600	1999	LI	\$5.00	\$644,688	\$3,000,000	\$3,644,700	///	\$5.05	\$651,100	\$3,000,000	\$3,651,100	\$6,400	\$0.05	\$2,948	\$0.02
335	PACIFIC INDUSTRIAL PARK LP I	00691900000400	15100 40TH AVE NE	1.25	54,450	22,500	1998	LI	\$5.00	\$272,250	\$1,800,000	\$2,072,300	///	\$5.05	\$275,000	\$1,800,000	\$2,075,000	\$2,700	\$0.05	\$1,244	\$0.02
336	CSC PARTNERSHIP	31053300203500	14919 40TH AVE NE	4.54	197,762	27,500	1999	LI	\$4.50	\$889,931	\$1,400,000	\$2,289,900	///	\$4.55	\$899,800	\$1,400,000	\$2,299,800	\$9,900	\$0.05	\$4,560	\$0.02
337	HANAUER GERARD L	31053300302400	14524 40TH AVE NE	3.17	138,085	81,540	1967, 1970, 1971, 1979	LI	\$4.00	\$552,341	\$3,500,000	\$4,052,300	///	\$4.05	\$559,200	\$3,500,000	\$4,059,200	\$6,900	\$0.05	\$3,178	\$0.02
338	HANAUER GERARD L	31053300302800	UNKNOWN	2.75	119,790	None	N/A	LI	\$4.00	\$479,160	\$0	\$479,200	///	\$4.05	\$485,100	\$0	\$485,100	\$5,900	\$0.05	\$2,717	\$0.02
339	CITY OF MARYSVILLE	31053300300200	UNKNOWN	9.07	395,089	None	N/A	LI	\$4.00	\$1,580,357	\$0	\$1,580,400	///	\$4.05	\$1,600,100	\$0	\$1,600,100	\$19,700	\$0.05	\$9,073	\$0.02
340	U & S PROPERTIES LLC	31053300301200	14407 STATE AVE	4.80	209,088	7,560	2001	LI	\$5.00	\$1,045,440	\$600,000	\$1,645,400	///	\$5.05	\$1,055,900	\$600,000	\$1,655,900	\$10,500	\$0.05	\$4,836	\$0.02
341	CITY OF MARYSVILLE	31053300206300	UNKNOWN	0.60	26,136	None	N/A	LI	\$5.00	\$130,680	\$0	\$130,700	///	\$5.05	\$132,000	\$0	\$132,000	\$1,300	\$0.05	\$599	\$0.02
342	LLC EVERETT I	31053300202200	14925 35TH AVE NE	1.07	46,609	1,872	1943 & 1970	LI	\$7.00	\$326,264	\$50,000	\$376,300	///	\$7.25	\$337,900	\$50,000	\$387,900	\$11,600	\$0.25	\$5,343	\$0.11
343	ROUNDHILL INVESTMENTS LLC	31053300202300	14919 SMOKEY POINT BLVD	2.36	102,802	1,100	1921	LI	\$6.50	\$668,210	\$0	\$668,200	///	\$6.65	\$683,600	\$0	\$683,600	\$15,400	\$0.15	\$7,093	\$0.07
344	CANNON LLOYD W	31053300202400	14821 SMOKEY POINT BLVD	2.14	93,218	2,540	1957	LI	\$6.00	\$559,310	\$55,000	\$614,300	///	\$6.15	\$573,300	\$55,000	\$628,300	\$14,000	\$0.15	\$6,448	\$0.07
345	CANNON LLOYD W	31053300300600	UNKNOWN	0.43	18,731	None	N/A	LI	\$6.00	\$112,385	\$0	\$112,400	///	\$6.10	\$114,300	\$0	\$114,300	\$1,900	\$0.10	\$875	\$0.05
346	CANNON LLOYD W	31053300201500	14805 35TH AVE NE	1.06	46,174	752	1924	LI	\$6.00	\$277,042	\$0	\$277,000	///	\$6.10	\$281,700	\$0	\$281,700	\$4,700	\$0.10	\$2,165	\$0.05
347	BAUER PROPERTIES LLC	31053300300500	14715 SMOKEY POINT BLVD	1.12	48,787	None	N/A	LI	\$7.00	\$341,510	\$0	\$341,500	///	\$7.10	\$346,400	\$0	\$346,400	\$4,900	\$0.10	\$2,257	\$0.05
348	LARK FAMILY LTD PRTRNSHP	31053300203200	UNKNOWN	18.48	804,989	None	N/A	LI	\$4.00	\$3,219,955	\$0	\$3,220,000	///	\$4.05	\$3,260,200	\$0	\$3,260,200	\$40,200	\$0.05	\$18,515	\$0.02
349	BRUTUS & ASSOCIATES	31053400300300	UNKNOWN	12.73	554,519	None	N/A	LI	\$2.00	\$1,109,038	\$0	\$1,109,000	///	\$2.05	\$1,136,800	\$0	\$1,136,800	\$27,800	\$0.05	\$12,804	\$0.02
350	BRUTUS & ASSOCIATES	31053400200900	UNKNOWN	25.07	1,092,049	None	N/A	LI	\$1.50	\$1,638,074	\$0	\$1,638,100	///	\$1.55	\$1,692,700	\$0	\$1,692,700	\$54,600	\$0.05	\$25,147	\$0.02
351	BRUTUS & ASSOCIATES	31053400201300	UNKNOWN	2.73	118,919	None	N/A	LI	\$1.50	\$178,378	\$0	\$178,400	///	\$1.55	\$184,300	\$0	\$184,300	\$5,900	\$0.05	\$2,717	\$0.02
352	QUINN DENNIS W & SANDRA	31053400201000	5810 152ND ST NE	7.40	322,344	1,916	1947	LI	\$1.50	\$483,516	\$160,000	\$643,500	///	\$1.55	\$499,600	\$160,000	\$659,600	\$16,100	\$0.05	\$7,415	\$0.02
353	BRUTUS & ASSOCIATES	31053400200700	5414 152ND ST NE	34.35	1,496,286	3,057	1934 & 1943	LI	\$2.00	\$2,992,572	\$125,000	\$3,117,600	///	\$2.05	\$3,067,400	\$125,000	\$3,192,400	\$74,800	\$0.05	\$34,450	\$0.02
354	BRUTUS & ASSOCIATES	31053400200800	UNKNOWN	3.48	151,589	None	N/A	LI	\$2.00	\$303,178	\$0	\$303,200	///	\$2.05	\$310,800	\$0	\$310,800	\$7,600	\$0.05	\$3,500	\$0.02
355	JOHN MARSHALL PROPERTIES LLC	31053300301300	14009 SMOKEY POINT BLVD	3.95	172,062	None	N/A	LI	\$6.00	\$1,032,372	\$0	\$1,032,400	///	\$6.05	\$1,041,000	\$0	\$1,041,000	\$8,600	\$0.05	\$3,961	\$0.02
356	SMOKEY PT INV - UNDI FAMILY LLC	31053300301600	14125 SMOKEY POINT BLVD	1.12	48,787	2,755	1962	LI	\$6.00	\$292,723	\$227,200	\$519,900	///	\$6.05	\$295,200	\$227,200	\$522,400	\$2,500	\$0.05	\$1,151	\$0.02
357	ZANDECKI WALLY	31053300301700	14109 35TH AVE NE	2.28	99,317	4,601	1980 & 1947	LI	\$6.00	\$595,901	\$130,000	\$725,900	///	\$6.05	\$600,900	\$130,000	\$730,900	\$5,000	\$0.05	\$2,303	\$0.02
358	SMOKEY PT INV - UNDI FAMILY LLC	31053300301400	14219 35TH AVE NE	30.46	1,326,838	225,380	1959 - 2004	LI	\$3.50	\$4,643,932	\$7,500,000	\$12,143,900	///	\$3.55	\$4,710,300	\$7,500,000	\$12,210,300	\$66,400	\$0.05	\$30,582	\$0.02
359	SMOKEY PT INV - UNDI FAMILY LLC	31053300302900	14219 SMOKEY POINT BLVD	5.24	228,254	None	N/A	LI	\$3.50	\$798,890	\$0	\$798,900	///	\$3.55	\$810,300	\$0	\$810,300	\$11,400	\$0.05	\$5,250	\$0.02
360	DUE CLARENCE W	31053300302000	14003 SMOKEY POINT BLVD	5.43	236,531	2,448	1959	LI	\$2.50	\$591,327	\$55,000	\$646,300	///	\$2.55	\$603,200	\$55,000	\$658,200	\$11,900	\$0.05	\$5,481	\$0.02
361	CITY OF MARYSVILLE	31053300300100	UNKNOWN	19.68	857,261	None	N/A	LI	\$2.25	\$1,928,837	\$0	\$1,928,800	///	\$2.30	\$1,971,700	\$0	\$1,971,700	\$42,900	\$0.05	\$19,758	\$0.02
362	DUE CLARENCE W	31053300302100	UNKNOWN	30.16	1,313,770	None	N/A	LI	\$2.50	\$3,284,424	\$0	\$3,284,400	///	\$2.55	\$3,350,100	\$0	\$3,350,100	\$65,700	\$0.05	\$30,259	\$0.02
368	UNDI DEVELOPMENT LLC	31052900200200	2602 172ND ST NE	4.37	190,357	None	N/A	GC	\$15.00	\$2,855,358	\$0	\$2,855,400	///	\$15.50	\$2,950,500	\$0	\$2,950,500	\$95,100	\$0.50	\$43,800	\$0.23
369	UNDI DEVELOPMENT LLC	31052900200300	2512 172ND ST NE	4.69	204,296	None	N/A	GC	\$14.00	\$2,860,150	\$0	\$2,860,100	///	\$14.25	\$2,911,200	\$0	\$2,911,200	\$51,100	\$0.25	\$23,535	\$0.12
363	R/W			0.00	0			R12 MF LOW	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
364	R/W			0.00	0			GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
365	R/W			0.00	0			LI	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
366	R/W			0.00	0			LI	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
367	R/W			0.00	0			GC	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
TOTALS				1,541.20	67,134,529					\$278,771,626	\$117,474,500	\$396,246,100	///		\$296,141,500	\$117,474,500	\$413,616,000	\$17,369,900		\$8,000,000	

Total Special Benefit	\$17,369,900
Project Cost Funded by LID	\$8,000,000
Special Benefit Ratio	0.460567
Total Assessment	\$8,000,000

*Gross land area per Snohomish County Assessor's records. Estimated R/W areas, where applicable, have been deducted.

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

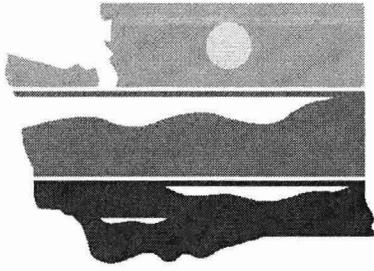
AGENDA ITEM: Stormwater Capacity Grant Funding from the Department of Ecology	
PREPARED BY: Kari Chennault, Program Engineer – Surface Water	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: 3 copies of the Grant Agreement, Signature Authorization Form	
BUDGET CODE: 40150334.340314	AMOUNT: \$223,423 Grant Funding

SUMMARY:

The Department of Ecology is offering NPDES Phase II jurisdictions, such as the City of Marysville, non-match non-competitive grants to aid in their NPDES Phase II Municipal Stormwater Permit compliance. The grant amount offered is based off of a jurisdictions population and Marysville is being offered \$223,423. Qualifying expenses accrued from July 1, 2010 – June 30, 2012 can be reimbursed through this grant opportunity. As described in the Agreement, the grant money can be used for expenses from activities such as public education and outreach, public involvement and participation, illicit discharge detection and elimination, pollution prevention, water quality monitoring, qualifying equipment purchases, etc.

Acceptance of this grant would greatly benefit Marysville’s Surface Water Division’s ability to meet the requirements identified in the NPDES Phase II Municipal Stormwater Permit.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Grant Agreement with the State of Washington Department of Ecology.



DEPARTMENT OF
ECOLOGY
 State of Washington

FY 2011 MUNICIPAL STORMWATER CAPACITY GRANTS PROGRAM

GRANT AGREEMENT BETWEEN THE

**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 CITY OF MARYSVILLE**

**GRANT AGREEMENT NUMBER
 G1100065**

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**MUNICIPAL STORMWATER CAPACITY GRANTS PROGRAM
FUNDING AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MARYSVILLE**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the City of Marysville (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

PART I. GENERAL INFORMATION

Project Title: **Municipal Stormwater Capacity Grant Program**

State Fiscal Year: **FY2011**

Grant Number: **G1100065**

RECIPIENT Name: **City of Marysville**

Mailing Address: **80 Columbia Ave.
Marysville, WA 98270**

RECIPIENT Federal ID Number: **91-6001459**

Total Eligible Cost (\$70,000 plus per capita calculated amount): **\$223,423**

DEPARTMENT Share: **\$223,423**

DEPARTMENT Maximum Percentage: **100%**

RECIPIENT Contact: **Kari Chennault**
Telephone Number: **(360) 363-8277**
Fax Number: **(360) 363-8284**
E-Mail Address: **kchennault@marysville.gov**

RECIPIENT Billing Contact: **Allena Olson**
Telephone Number: **(360) 363-8123**
Fax Number: **(360) 363-8284**
E-Mail Address: **aolson@marysvillewa.gov**

DEPARTMENT Project/Financial Manager: **Tracy Farrell**
Mailing Address: **Water Quality Program**
Washington State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Telephone Number: **360- 407-6502**
Fax Number: **360- 407-7151**
E-Mail Address:

The effective date of this grant agreement is **July 1, 2010**. Any work performed prior to the effective date of this agreement is not eligible for reimbursement.

This agreement expires on **June 30, 2012**.

PART II. PERFORMANCE MEASURES

A. Water Quality Goal.

Improved stormwater oversight and water quality protection through the direct development and implementation of a comprehensive stormwater management program.

B. Project Outcomes.

Implementation of Phase I and II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

C. Post Project Assessment.

The RECIPIENT agrees to submit a brief survey three years after project completion regarding the key project outcomes and the status of environmental results or goals from the project. The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies.

Approximate Post Project Assessment Date: June 30, 2015

PART III. PROJECT DESCRIPTION

The RECIPIENT's stormwater project will address implementation or management of municipal stormwater programs.

PART IV. PROJECT BUDGET

Municipal Stormwater Capacity Grants Program, FY2011	
Elements/Objects	TOTAL ELIGIBLE COST (TEC)*
Task 1 – Project Administration/Management (limited to 10% of total)	\$0
Task 2 – Implementation and management of Stormwater Program	\$223,423
Total	\$223,423
*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.	
MATCHING REQUIREMENTS (There are no matching requirements)	
DEPARTMENT Share FY 2011 (100% of TEC)	\$223,423

Payment Request Submittals. Payment requests will not be submitted more often than monthly, unless allowed by the DEPARTMENT’s Project/Financial Manager. The DEPARTMENT’s Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

PART V. SCOPE OF WORK

The RECIPIENT will ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT’s Project/Financial Manager.

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT will manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort

will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this agreement.

- C. The RECIPIENT will submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Project/Financial Manager. Copies of all applicable forms will be included with an original A19-1A, and will be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>

Required Forms:

Form A19-1A (original signature)
Form B2 (ECY 060-7)
Form C2 (ECY 060-9)
Form D (ECY 060-11)

Where Eligible Costs Have Incurred:

Form E (ECY 060-12)
Form F (ECY 060-13)
Form G (ECY 060-14)
Form H (F-21)
Form I (ECY 060-15)

- D. If work conducted results in a report, the RECIPIENT will submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:

- Draft project completion reports – one electronic copy
- Final project completion reports – five copies
- Electronic copy of final project completion report

The RECIPIENT will submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

Task 2 – Implementation of Stormwater Planning and Management Needs

- A. The RECIPIENT will address stormwater management needs that protect or restore water quality. The RECIPIENT may conduct work related to implementation of activities required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

The following is a list of elements your project may include. Please check all boxes that apply to your project.

- Public education and outreach activities
- Public involvement and participation activities
- Illicit discharge detection and elimination (IDDE) program activities, including:
 1. Mapping or geographic information systems of municipal separate storm sewer systems (MS4s);
 2. Staff training;
 3. Activities to identify and remove illicit stormwater discharges;
 4. Dry weather outfall screening procedures and field activities;

5. Complaint hotline database or tracking system improvements.
- Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 1. Development of an ordinance and associated technical manual;
 2. Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance;
 3. Training for plan review and/or inspection staff.
- Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 1. Inspecting and/or maintaining the MS4 infrastructure;
 2. Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- Annual reporting activities, including developing a summary of identified barriers to the use of low impact development.
- Establishing and refining stormwater utilities, including stable rate structures.
- Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan that Ecology approves prior to awarding funding for monitoring.
- Monitoring, including:
 1. Developing a report to plan for monitoring the next permit cycle;
 2. Monitoring activities to meet Phase I permit requirements;
- Structural stormwater controls program activities (Phase I permit requirement)
- Source control for existing development (Phase I permit requirement), including:
 1. Inventory and inspection program;
 2. Technical assistance and enforcement;
 3. Staff training.
- Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:
 1. Illicit discharge testing equipment and materials;
 2. Vactor truck or sweeper truck or MS4 maintenance activities;
 3. Electronic devices dedicated to mapping of MS4 facilities and attributes;
 4. Software dedicated to tracking permit implementation activities.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement
- Attachment I: General Project Management Requirements for the Municipal Stormwater Capacity Grants Program.
- Attachment II: General Terms and Conditions
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans"
- The associated funding guidelines that correspond to the fiscal year in which the project is funded
- The applicable statutes and regulations

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF MARYSVILLE

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

~~DENNIS KENDALL~~ DATE
MAYOR *Jon Nearing*

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE CENTENNIAL CLEAN WATER PROGRAM AND THE FEDERAL CLEAN WATER ACT SECTION 319 NONPOINT SOURCE FUND

EDUCATION AND OUTREACH

The RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

The RECIPIENT must also check the Washington Waters website http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

The RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy either on floppy disks or CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including photographs or printouts of the product.

The RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT must produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.

EQUIPMENT PURCHASE

The following equipment will be eligible for purchase through this project: illicit discharge testing equipment and materials. The total cost of all equipment purchased under this project will not exceed \$223,423. Changes in equipment type must have prior approval from the DEPARTMENT.

FUNDING RECOGNITION

The RECIPIENT must inform the public about DEPARTMENT or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related

work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

PAYMENT REQUEST SUBMITTALS

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms.

<u>Any Match Combination</u>	<u>Cash Only Match</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form D (ECY 060-11)	Form I (ECY 060-15)

Reporting eligible costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Reimbursements. Payments will be made on a cost-reimbursable basis.

POST PROJECT ASSESSMENT

The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

The DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

PROCUREMENT

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

PROGRESS REPORTS

The RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manger and Project Manager. Payment requests will not be processed without a progress report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly progress reports are due 15 days following the end of the quarter.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established

objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The recipient must also attach all landowner agreements signed during the respective quarter to each progress report.

REQUIRED DOCUMENT SUBMITTALS

The RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion reports – up to 3 copies
- Electronic copy of final project completion report – 1 copy
- Final project completion reports – up to 8 copies
- Final project completion reports of statewide significance – up to 50 copies
- Educational products developed under this agreement – up to 2 copies
- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT)
- Interlocal agreements – 1 copy for the DEPARTMENT's Financial Manager
- Professional services procurement agreements – 1 copy to the DEPARTMENT's Financial Manager

WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology's *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to Ecology's project manager for review, comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology's Environmental Assessment Program's website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to Ecology through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If GIS data is collected, Ecology data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

**ATTACHMENT II: GENERAL TERMS AND CONDITIONS PERTAINING TO
GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY**

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for

each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys,

drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the B-4 DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in

Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the

RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized

representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all

injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Project Acceptance: State Avenue Phase III Corridor Improvements, 136 th Street NE to 152 nd Street NE	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: • Substantial Completion Letter	
BUDGET CODE: 30500030.563000 R0301	AMOUNT: N/A

SUMMARY:

Marysville City Council awarded the “State Avenue Phase III Corridor Improvement Project” contract to Granite Northwest, Inc dba Wilder Construction Company on April 28, 2008 in the amount of \$12,012,962.82.

Subsequent to this the City deemed the project substantially complete on October 29, 2009. (See attachment.) The total cost for completion of the project relative to original budget is as follows:

Construction Budget:		Actual Construction Cost:	
Base Contract Amount	\$12,012,962.82	Base Contract Amount	\$12,012,962.82
Management Reserve	\$250,000.00	Construction Change Orders	\$260,107.14
Subtotal	\$12,262,962.82	TOTAL	\$12,273,069.96
Council-Authorized Settlement	\$342,517.00		
TOTAL	\$12,605,479.82		

The work performed under this Contract was inspected by City Engineering staff and found to be physically complete in accordance with the approved plans and specifications. It should be noted that physical completion was not attained until approximately June 15, 2010 – due to protracted closeout negotiations and delayed punchlist completion – and it is for this reason that the project is just now being brought forward for recommended acceptance.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to accept the State Avenue Phase III Corridor Improvement Project, starting the 45-day lien filing period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

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

August 31, 2010

Mr. Mike Stein, Project Manager
Granite Construction Company
1525 E. Marine View Drive
Everett, WA 98201-1927

Re: Marysville Project No. R-0301, F.A. STP UL-2691 (004)
State Avenue – 136th Street NE to 152nd Street NE Corridor Improvements
Substantial Completion Date - Revised

Dear Mike:

Pursuant to recent conversations and negotiations between the City and Granite, this letter constitutes an amendment to the City's prior determination of substantial completion, as enclosed. As discussed and agreed to, this letter revises the date of substantial completion for the subject project from Tuesday November 3, 2009 to the preceding Thursday — October 29, 2009. As you will recall, this represents the date that the City realized full use of all new traffic signals on the project.

This being the case, the total number of working days that elapsed between the October 6, 2009 contractual completion date and the revised substantial completion date equal seventeen (17). When one subtracts the additional working days granted via change order after October 29 — *four (4) and five (5) for change orders 17 and 20, respectively* — this then yields a net total of eight (8) days which qualify for assessment of liquidated damages. Accordingly, liquidated damages are calculated as follows:

$$(8 \text{ days}) \times (\$6,006.48/\text{day}) \Rightarrow \underline{\$48,051.84}$$

This equates precisely to the total amount of liquidated damages assessed to date (*by way of Progress Payment No. 16*), as you are aware. Should you have any questions or wish to discuss this further, please call.

Sincerely,
CITY OF MARYSVILLE

A handwritten signature in cursive script that reads "Pat Gruenhagen".

Patrick L. Gruenhagen, P.E.
Project Manager

Enclosures

CC: Project File, R-0301
John Cowling



PUBLIC WORKS
Kevin Nielsen, *Director*

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

November 5, 2009

Mr. Mark Ottele, Project Manager
Granite Construction Company
1525 E. Marine View Drive
Everett, WA 98201-1927

Re: Marysville Project No. R-0301, F.A. STP UL-2691 (004)
State Avenue – 136th Street NE to 152nd Street NE Corridor Improvements
Substantial Completion

Dear Mark:

The City is in receipt of Granite Serial Letter No. 110, requesting that the City deem the subject project “substantially complete.” As noted within follow-up to your letter, major elements of work were still under way as of this Monday, November 2 – namely the forming and pouring of the concrete slabs at the 128th Street NE stormwater pond/pump station. Consequently, the City realized *full use and benefit* of the project on Tuesday, November 3, 2009, and the project is hereby deemed substantially complete as of that day.

As per the City’s letter of October 6, the City is entitled to liquidated damages for each working day that elapses between the contractual completion date and the date that the project is deemed substantially complete. We note that twenty (20) working days elapsed between the contractual completion date and the date of substantial completion. Taking into consideration the four (4) additional days requested by Granite for the “road maintenance” change order, this then leaves a net total of sixteen (16) days that will be used as a basis for calculation of liquidated damages. Accordingly, total liquidated damages to be withheld amount to (16 days) x (\$6,006.48/day), or \$96,103.68.

I provided you with a final electrical punchlist earlier today, and understand that Rick Herzog will be completing a punchlist for remaining items either today or tomorrow. We look forward to working with you in coming days to complete remaining work on the project, and to the positive milestone marked by tomorrow’s ribbon cutting.

Please note that while the City is willing to continue conversations and negotiations with Granite on various matters that remain before us, our willingness to do so should not be construed to mean that the City has waived or intends to waive any rights, claims, or defenses which it might have under the contract, including those relating to the contract’s notice and claim provisions.

Sincerely,
CITY OF MARYSVILLE

A handwritten signature in cursive script that reads "Pat Gruenhagen".

Patrick L. Gruenhagen, P.E.
Project Manager

Enclosures

CC: John Cowling / Rick Herzog, City
Project File, R-0301

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

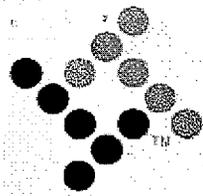
AGENDA ITEM: Approve Annual Support Agreement and License Agreement for Munis Software	
PREPARED BY: Worth Norton, DEPARTMENT: Finance - Information Services	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Annual Support Agreement and License Agreement for Munis Software 2. Tyler Technologies, Inc. Invoice No. 33994	
BUDGET CODE: 50300030 541000	AMOUNT: \$49,040.88

SUMMARY:

The attached contract is for the yearly license and support for Munis software. This agreement provides support for the City's financial software. Munis software is the City's financial software package including all Accounting, Utility Billing, and Payroll software. This agreement provides user and administrative support for all applications as well as software updates and maintenance.

RECOMMENDED ACTION:

The Finance and Information Services Departments recommend that the City Council authorize the Mayor to sign the attached contract and approve payment of Tyler Technologies, Inc. invoice number 33994.



tyler
technologies

Remittance:

Tyler Technologies, Inc
P.O. Box 678168
Dallas, TX 75267-8168

Invoice

Invoice No	Date	Page
33994	08/11/2010	1 of 2

Questions:

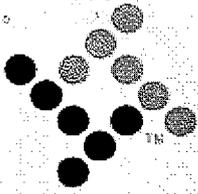
Phone: 207-781-2260
Toll-free: 1-800-772-2260
Email: munis.accounting@tylertech.com
Fax : 207-781-2459 (Accounting Dept)

Bill To: CITY OF MARYSVILLE
ATTN: SANDY LANGDON
1049 STATE AVENUE
MARYSVILLE, WA 98270

Ship To: CITY OF MARYSVILLE
ATTN: SANDY LANGDON
1049 STATE AVENUE
MARYSVILLE, WA 98270

Customer No.	Ord No	PO Number	Ext Ref No.	Currency	Terms	Due Date
4700	17544			USD	NET30	09/10/2010

Date	Description	Units	Rate	Extended Price
Contract No.: MARYSVILLE, WA				
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,406.60	2,406.60
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	11,431.35	11,431.35
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,842.35	2,842.35
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,625.00	2,625.00
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	1,094.10	1,094.10
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	1,684.20	1,684.20
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,406.60	2,406.60
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	1,859.55	1,859.55
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,537.85	2,537.85
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,188.20	2,188.20



tyler
technologies

Remittance:

Tyler Technologies, Inc
P.O. Box 678168
Dallas, TX 75267-8168

Invoice

Invoice No	Date	Page
33994	08/11/2010	2 of 2

Questions:

Phone: 207-781-2260
Toll-free: 1-800-772-2260
Email: munis.accounting@tylertech.com
Fax : 207-781-2459 (Accounting Dept)

Bill To: CITY OF MARYSVILLE
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1049 STATE AVENUE
MARYSVILLE, WA 98270

Customer No.	Ord No	PO Number	Ext Ref No.	Currency	Terms	Due Date
4700	17544			USD	NET30	09/10/2010

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,625.00	2,625.00
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,188.20	2,188.20
	SUPPORT & UPDATE LICENSING - UTILITY BILLING Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	5,032.65	5,032.65
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	1,804.95	1,804.95
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,430.75	2,430.75

Subtotal	45,157.35
Sales Tax	3,883.53
Invoice Total	49,040.88

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to: 4700	City of Marysville Attn: Sandy Langdon	Contact: Sandy Langdon
Address:	1049 State Avenue Marysville, WA 98270	Telephone: 360.651.5017

This Support and License Agreement (herein "Agreement") is entered into between City of Marysville (Licensee) with its principal place of business at 1049 State Avenue, Marysville, WA and Tyler Technologies, Inc., MUNIS Division; (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 9th day of October 2010

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 10/09/10 and shall remain in force until 10/08/11 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: City/Town/Village School County Other (This Agreement is limited to only those entities marked.)

III. Payment

- Licensee agrees to pay MUNIS \$ 45,157.35 for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

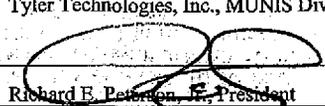
This Agreement is limited to the following listed products which are registered for Licensee's Windows 2003 system.

Application:	Application:
Accounting/GL/BG/AP	D
Accounts Receivable	D
Fixed Assets	D
General Billing	D
HR Management	B
Inventory	D
MUNIS Crystal Reports	D
MUNIS Office	D
Payroll	B
Project & Grant Accounting	D
Purchase Orders	D
Requisitions	D
Utility Billing	D
Tyler Forms Processing	D
UB Interface	D

Licensee¹

Tyler Technologies, Inc., MUNIS Division

Date


Richard E. Peterson, Jr., President
Date August 20, 2010

* Current Billable Service Rates are available on request.
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. **THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.**

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Nonexclusive Communication Site Sublease	
PREPARED BY: Grant Weed	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS: Nonexclusive Communication Site Sublease	
BUDGET CODE:	AMOUNT:

SUMMARY:

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Nonexclusive Communication Site Sublease with Island County Emergency Services Communications Center (I-COM).

NONEXCLUSIVE COMMUNICATION SITE SUBLEASE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE (this "Sublease") is made by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City" or "Sublessor"), and Island County Emergency Services Communications Center, a public agency, created by Interlocal Agreement for Island County Emergency Services Communication Center, as amended by First Amendment to Interlocal Agreement for Island County Emergency Services Communication Center (hereinafter sometimes called "I-COM" or "Sublessee") this ____ day of September, 2010.

RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has constructed a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements with third-party co-locators.
- IV. Sublessee desires to enter into a sublease with the City on the terms and conditions of this Sublease for the equipment installed or to be installed.

AGREEMENT

In consideration of the mutual covenants contained in this Sublease, the parties agree as follows:

1. RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.

Unless specifically provided otherwise herein, Sublessee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.

2. WARRANTY OF CITY. The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Sublessee, either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Sublessee's intended use.

3. **NONEXCLUSIVE.** This is a nonexclusive Sublease and Sublessee acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease the site and improvements to other sublessees to co-locate upon and use the premises and improvements for communications.

4. **PRECONDITIONS.** The City's performance under this Sublease is expressly preconditioned upon any preconstruction interference study conducted by or delivered to the City showing that Sublessee's agreed equipment will not cause interference as the City may determine. In the event of an unacceptable interference, at the option of the City, the City may declare this Sublease null and void and of no force and effect. Unless set out in **Exhibit A**, there are no other preconditions to Sublessee's payment and performance under this lease. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease upon the stated effective date and sublessee shall fully pay all rents and other charges due and perform all obligations of Sublessee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease to Sublessee and Sublessee agrees to lease from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits and lines, and those storage areas described in detail on **Exhibit B** ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in **Exhibit B** hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in **Exhibit B** (the "Equipment and Structures List"). By taking possession of the premises, Sublessee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be for five (5) years and shall commence on October 1, 2010 and end on September 30, 2015. The term may be extended as permitted under the terms of this Sublease for one (1) additional five (5) year term.

7. **EXERCISE OF OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease, and Sublessee has faithfully and fully performed all terms and conditions of this Sublease, Sublessee shall have the right to extend this Sublease on the following terms and conditions:

a. **Notice.** Between one hundred eighty (180) days before and one hundred fifty (150) days before the termination date, Sublessee shall give the City written notice of its intent to extend this Sublease. Said notice shall be addressed and mailed in accordance with paragraph 31a of this Sublease.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease. If there are costs associated with said study, Sublessee shall reimburse the City's costs.

c. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Sublessee may attach to the antenna and structures only the equipment, connectors conduits and line expressly set out in **Exhibit B** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit B**. The City may require that Sublessee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Sublessee may not use the premises for any other purpose.

9. **FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.** Sublessee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Unless waived or modified by SERS, Sublessee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. As currently drafted the General Terms and Conditions limit said fee to not exceed \$12,500. Said fee shall be paid upon execution of this Sublease.

b. **City Siting Fee.** Because Sublessee is another Washington State government unit, City waives any City siting fee.

c. **Security Deposit.** Because Sublessee is another Washington State government unit, City waives any City security deposit.

d. **Annual Base Rent.** Sublessee shall pay the City annual base rent in the amount of \$4,084.00. Annual base rent for the first year shall be due and payable on the commencement date. Annual base rent for subsequent years of this Sublease shall be due and payable on the anniversary of the commencement date. Should the City allow Sublessee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ration to account for additions or changes in the middle of a lease year. At the option of Sublessee, the annual rent may be paid in 12 equal payments, the first due on October 1, 2010 with subsequent payments due on the first day of each succeeding month.

d. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted 3 % per year beginning with the lease year commencing on the first anniversary of the commencement date. .

e. **Insurance Cost.** If as a result of this Sublease the City's cost for any insurance shall increase, the City shall invoice Sublessee for the increased cost on the anniversary of the commencement date. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f. **Utilities Cost.** If all of the utilities to Sublessee's equipment and facilities are not separately metered and billed to Sublessee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Sublessee for the increased cost on the anniversary of the commencement date. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease, or the City's receipt of payments under this Sublease, upon the City's payment of said tax, the City shall invoice sublessee for the tax imposed upon the City. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

10. **LATE PAYMENTS; INTEREST.**

a. **Late Charge.** If any rent, additional rent or other charge is not received by the City from Sublessee within ten (10) days of its due date, Sublessee shall immediately pay the City a late charge equal to five percent (5%) of the amount of the rent, additional rent or other charge. Payment of a late charge shall not be construed as a waiver of any other rights that the City may have under this Sublease.

b. **Interest.** In addition to all other charges, Sublessee shall pay to the City interest at the rate of one percent (1%) per month, or the maximum legal rate of interest, whichever is less, on any rent, additional rent, or other charge from any after the 10th day after the amount is due.

11. **TAXES.** Sublessee shall timely pay all taxes, real, personal or otherwise, if any which become due and payable for or on account of this Sublease or location of the agreed

equipment on the premises. Upon request, evidence of all such payments shall be provided to the City. Sublessee shall insure that no lien is imposed upon the premises and agrees to indemnify the City from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses, and consultants) which may be imposed upon, or incurred by City to address taxes owed by sublessee.

12. USE OF THE CONNECTION AND STORAGE AREAS.

a. **Installation.** Sublessee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Sublessee's equipment shall be at the sole cost and expense of Sublessee. Sublessee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Sublessee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Sublessee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Sublessee shall remove its equipment and materials from the premises upon the termination of this Sublease at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City or any co-locator. If, however, Sublessee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Sublessee shall be relieved of the duty to otherwise remove the same. If Sublessee is required to remove its materials and equipment, Sublessee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Sublessee and Sublessee shall hold the City harmless from any portion thereof.

13. EQUIPMENT AND MATERIALS UPGRADE. Sublessee may not replace or alter its materials, installation and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. MAINTENANCE.

a. Sublessee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Sublessee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Sublessee shall have sole responsibility for the maintenance, repair and security of its equipment and personal property and sub-leasehold improvements and shall keep the same in good condition and repair during the sublease term.

c. Sublessee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS or a co-locator undertake painting, construction or other alterations on the antenna, Sublessee shall take reasonable measures at Sublessee's sole cost to cover and/or protect Sublessee's equipment, personal property or materials.

15. LIENS. Sublessee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials or services delivered to Sublessee, or claimed by or through Sublessee. Sublessee shall indemnify, defend and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. PREMISES ACCESS.

a. Sublessee at all times during this Sublease, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Sublessee shall request access to the premises twenty-four (24) hours in advance, except in an emergency.

c. The City may at all times enter upon those portions of the premises occupied by Sublessee to examine and inspect the premises for safety and to ensure that the Sublessee is complying with the provisions of this Sublease.

17. UTILITIES. Unless separate metering is not available, Sublessee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease.

Sublessee shall pay all costs associated with arranging for said metering and Sublessee shall pay all utility charges as and when they come due. Sublessee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Sublessee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or losses resulting from such interruption or failure.

18. **LICENSE FEES.** Sublessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Sublessee's use of the premises.

19. **INTERFERENCE.** Sublessee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Sublessee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time, at Sublessee's expense, obtain an interference study to determine if Sublessee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Sublessee's agreed equipment. If Sublessee's agreed equipment causes interference, Sublessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Sublessee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease.

The City may receive requests to sublease to co-locators. If after installation of Sublessee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Sublessee of the proposal, and the City will supply Sublessee with such information as the third party will provide for review for noninterference. Sublessee shall have thirty (30) days to review and comment on the information supplied. If Sublessee does not object in writing within the said thirty (30) days, then Sublessee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Sublessee's agreed equipment and operation. If Sublessee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Sublessee subsequent noninterference with Sublessee's agreed equipment. Further, regardless of

the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference with Sublessee's use. In such event, Sublessee may terminate this sublease on thirty (30) days notice to the City.

20. INSURANCE.

a. Sublessee shall procure and maintain during the duration of this Sublease insurance against claims for injuries to persons or damage to property which may arise from or in connection with Sublessee's operation and use of the subleased premises as follows:

i. Commercial General liability insurance in the minimum combined single limit of \$5,000,000. Said insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Sublessee's commercial General Liability Insurance Policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

ii. Property insurance covering the full value of Sublessee's property and improvements with no co-insurance provisions. Property insurance shall be written on an all risks basis.

b. The Commercial General Liability Insurance shall specify that Sublessee's insurance is primary insurance as respect the City. Any insurance, self-insurance or insurance pool coverage of the City shall be excess coverage to the Sublessee's insurance and shall not contribute with it. Sublessee's insurance shall be endorsed to state that coverage will not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested has been give to the City. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Sublessee shall provide the City with evidence of insurance including certificates of insurance as the City may from time to time request.

c. Sublessee may satisfy the insurance obligations by maintaining a self insurance program satisfying the minimum requirements set out in subparagraphs a and b of this paragraph 20. Sublessee shall provide City such certification(s) of said self insurance program as city may reasonably require.

d. The City and Sublessee hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

21. **INDEMNIFICATION.** Sublessee shall, at its sole cost and expense, indemnify and hold harmless the City, its elected officials, Council members, employees, agents, attorneys and contractors (collectively "indemnitees") from and against:

a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Sublessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible and intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, remodel, revision, installation, operation, maintenance, use of condition of the premises, Sublessee's agreed equipment, or Sublessee's failure to comply with any federal, state, or local statute, ordinance or regulation.

b. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplied provided to or supplied to Sublessee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Sublessee's agreed equipment, and upon request of City sublessee shall immediately cause any claim against the premises to be released and discharged.

The indemnity provided for herein shall remain in full force and effect despite the negligence of the Indemnitees. Sublessee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease.

Sublessee hereby waives, as to the City only, the immunity of the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify the City as provided for in this paragraph 21. This waiver has been mutually negotiated by the parties Initials MB; _____.

22. **RELEASE OF CLAIMS.** Sublessee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

(a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);

(b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or

iii. Any hazardous substance as defined in:

(a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C. Sec. 9601 et seq); or

(b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

b. **Environmental Compliance.**

i. In the use and occupancy of the Premises, the Sublessee shall, at the Sublessee's own expense, comply with all federal state and local laws and regulations now or hereafter in effect related to hazardous materials and the environment which are applicable to the premises, Sublessee's business or any activity or condition on or about the premises (the "environmental laws"). The Sublessee warrants that its business and all its activities to be conducted or performed in, or about the premises shall comply with all of the environmental laws. The Sublessee agrees to change, reduce, or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this sublease to comply with the environmental laws.

ii. The Sublessee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any hazardous materials in, on or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Sublessee agrees that such activity shall occur safely and in compliance with the environmental laws.

iii. The Sublessee shall not cause or permit to occur any violation of the environmental laws on, under, or about the premises, or arising from the Sublessee's use or occupancy of the premises.

iv. The Sublessee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all environmental laws. If the Sublessee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Sublessee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Sublessee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation by undertaken because of any action of Sublessee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease, then Sublessee shall, in a timely manner and at the Sublessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Sublessee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** The Sublessee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Sublessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Sublessee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Sublessee's use, disposal, transportation, generation, release, handling, spillage, storage,

treatment, deposit and/or sale of hazardous materials by the Sublessee. For the purposes of this paragraph, "Sublessee" shall be construed to mean Sublessee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease.

d. **Remediation on Lease Termination.** Upon expiration or earlier termination of this Sublease, Sublessee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Sublessee, and Sublessee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Sublessee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Sublessee's compliance with environmental laws. If Sublessee does not timely proceed with a plan of cleanup, the City may supply Sublessee with a notice of default, and if within the deadline specified in the notice, Sublessee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Sublessee.

24. **NON-DISCRIMINATION.** The City and Sublessee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Sublessee may post its name, address and an emergency number on a painted sign, provided the design, size and location meet applicable codes and the sign is approved in advance in writing by the City.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Sublessee shall fail to fully and timely make any payment under this Sublease or fail to fully and timely perform as required by this Sublease. In the event of a default, the City may give Sublessee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Sublessee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Sublessee from the premises. At its option, the City may also (1) declare in writing the sublease terminated,

in which event Sublessee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease reduced by that amount the Sublessee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease, relet the premises, or any part thereof, for the account of the Sublessee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the premises by the City shall be construed as an election on the City's part to terminate this Sublease, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease, or because of a dispute concerning the terms and provisions of this Sublease, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action brought under the terms of this Sublease shall be in the Snohomish County Superior Court.

29. **OPTIONAL RIGHTS TO TERMINATE.** Even though no party may be in default under the terms of this Sublease, the City and Sublessee, upon giving notice as specified, shall have optional rights to terminate this Sublease as follows:

a. **Failure of Precondition.** Without any notice, that party for whom a precondition is specified elsewhere in this Sublease, and the remedy of termination is granted, may declare this Sublease null and void for the failure of a precondition in its favor.

b. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Sublessee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

c. **Insolvency.** Without notice, upon Sublessee being the subject of a bankruptcy filing, the City may declare this Sublease terminated.

d. **Passage of Law or Regulation.** Should the State or Federal government by statute, regulation or decision require the City, because it has entered into this

Sublease, to allow other co-locators on the antenna and premises, then the City upon thirty (30) days written notice to Sublessee may declare this Sublease terminated.

e. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Sublessee's use.

f. **Redevelopment.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.

g. **Health Hazard.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact a threat to the health, safety or welfare of local community.

h. **Any Other Provision.** Upon such notice, and under such circumstances as other provisions of this Sublease set out.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Sublessee shall not assign or transfer this Sublease or any interest or rights therein, nor delegate its duties under this Sublease, nor sub-sublease the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease for the whole or any part of the premises, nor shall this Sublease or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer."

b. **Notice by Sublessee — Production of Records.** If Sublessee desires to transfer this Sublease, Sublessee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the sublessee. Upon request by City, sublessee shall provide:

i. a full and complete financial statement of the proposed transferee;

ii. a copy of the proposed transfer instrument;

iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and

iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Sublessee and shall not be subject to litigation or appeal. The City shall charge Sublessee a reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Sublessee.

d. **Effect of Transfer.** Should the City consent to a transfer, the transferee shall be fully bound to this Sublease and the Master Lease. Despite consent by the City and a permitted transfer, Sublessee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease.

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

a. if to City, to:

The Chief Administrative Officer
City of Marysville
1049 State Avenue
Marysville WA 98270

b. if to sublessee, to

I-COM

Attention: Director of the Emergency Communications Center
840 S.E. Barrington Drive
Oak Harbor, WA 98277

32. **HOLDING OVER.** If Sublessee holds over after the expiration of the term of this Sublease or any extension thereof, Sublessee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Sublessee fails to surrender possession of the premises upon expiration of this Sublease, despite demand to do so, as provided for by law, Sublessee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease.

33. **NO PRESUMPTION AGAINST DRAFTER.** Sublessee and City agree that this Sublease has been freely negotiated by the parties, and in the event of any dispute concerning the meaning or interpretation of the terms and conditions of this Sublease, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease.

34. **CAPTIONS.** The captions of this Sublease are for convenience only and do not in any way limit or amplify the provisions of this Sublease.

35. **AUTHORITY.** Sublessee covenants and represents that it has full authority and power to execute this Sublease, and that by execution of this Sublease it will not violate any provision of law or contract and that Sublessee will be fully bound to full payment and performance under the terms of this Sublease.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease shall preclude the City from pursuing any other remedies the City may have for or on account of Sublessee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease, besides performance of specific removal and remediation covenants provided for elsewhere in this

Sublease, and subject to those covenants, Sublessee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease.

DATED: _____

DATED: 8/27/10

CITY OF MARYSVILLE

ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER

By _____
JON NEHRING Mayor

By Mark C. B.
~~Director of the Emergency Communications~~
Center **CHAIRMAN OF THE BOARD**
DIRECTORS ICOM

ATTEST:

By _____,
_____, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that DENNIS 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 _____

Exhibit A - Preconditions

Exhibit B - Area, site legal, location of antenna, and ground facilities with specifications

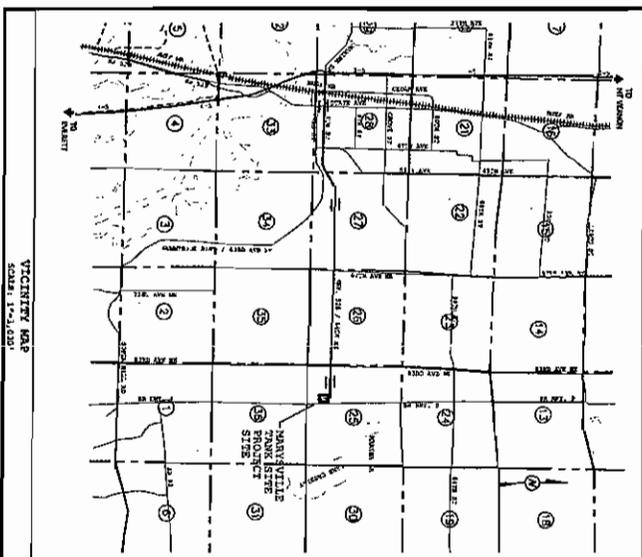
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 ZONING: COMMUNITY BUSINESS

TAX PARCEL NUMBER & ZONING

REPRODUCTION OF THIS MAP SHALL BE PROHIBITED BY ANY PERSON OR ENTITY WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE LOCATION OF EXISTING UTILITIES IN THE FIELD. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE LOCATION OF EXISTING UTILITIES IN THE FIELD.

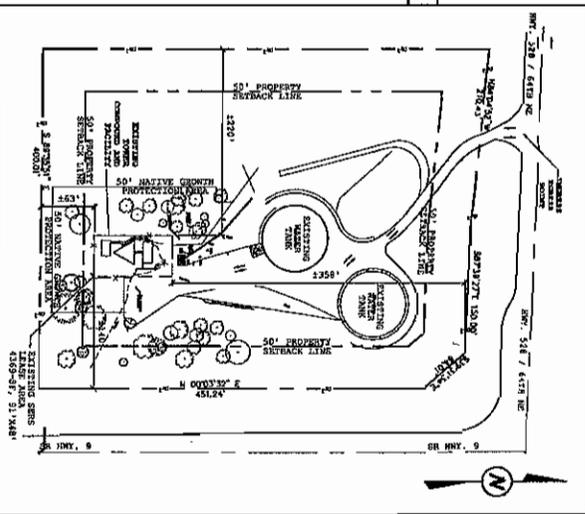
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 CHECKED BY: J. S. JONES
 PROJECT NO.: 030154.03
 SHEET NO.: S-0
 SCALE: 1" = 40.00'

LEGAL DESCRIPTION



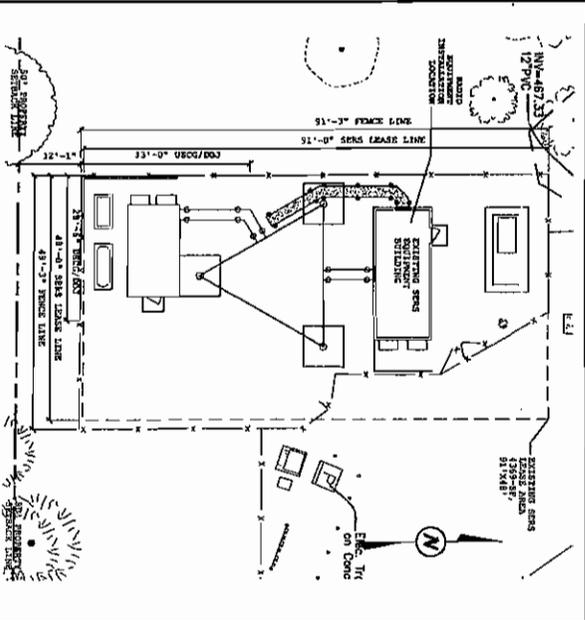
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 SCALE: 1" = 40.00'

INGRESS / EGRESS MAP

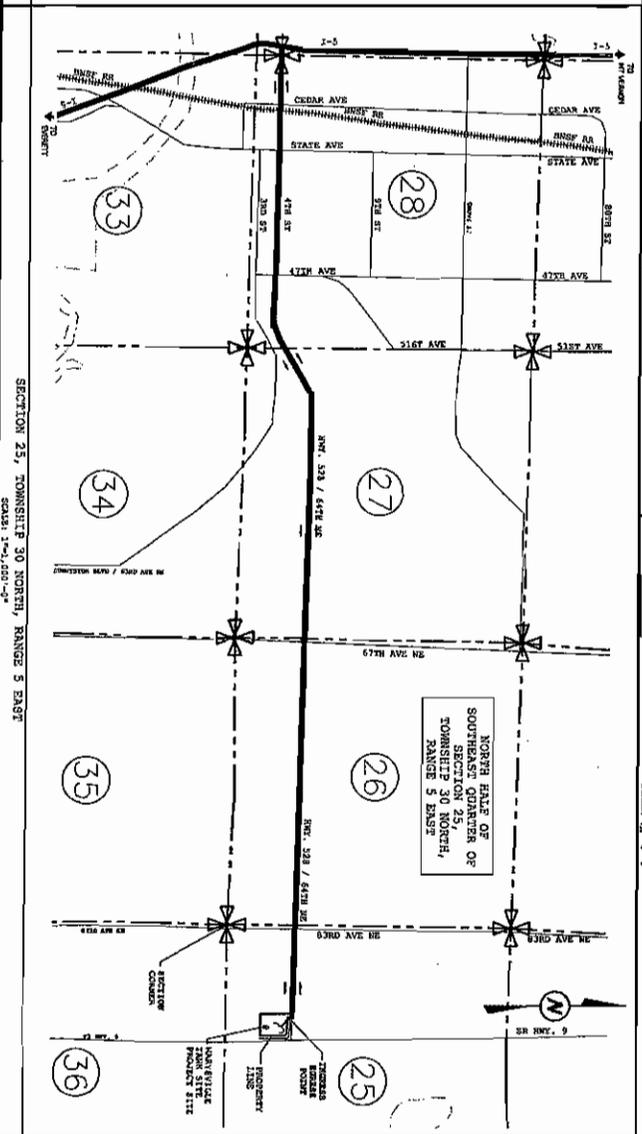


SCALE: 1/8" = 1'-0"

PROPOSED PLAN



SCALE: 1/8" = 1'-0"



SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST
 SCALE: 1/8" = 1'-0"

NO. DATE	REVISION
1 01/11/13	ISSUE FOR PERMIT
2 01/11/13	ISSUE FOR PERMIT
3 01/11/13	ISSUE FOR PERMIT
4 01/11/13	ISSUE FOR PERMIT
5 01/11/13	ISSUE FOR PERMIT
6 01/11/13	ISSUE FOR PERMIT
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9 01/11/13	ISSUE FOR PERMIT
10 01/11/13	ISSUE FOR PERMIT

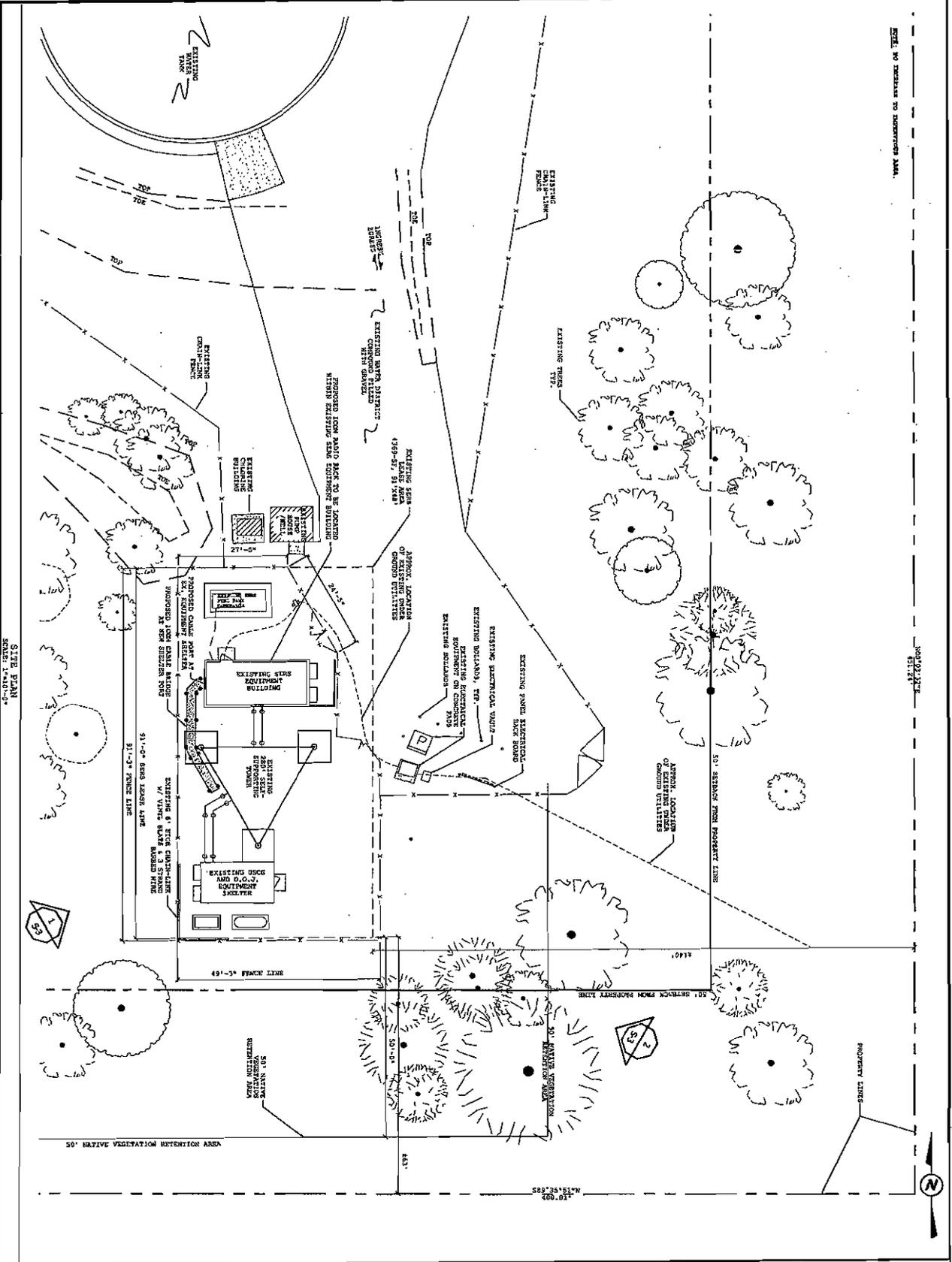
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 SITE LOCATION
 NANSVILLE FINNS PROJECT SITE
 SHEET TITLE
 SHEET NO. S-0
 PROJECT NO. 030154.03
 DRAWN BY J. S. JONES
 CHECKED BY J. S. JONES
 DATE 01-11-13
 SCALE VARIES



NORTHWEST
 TOWER ENGINEERING
 2210 HENRY AVE, STE 209
 RICHMOND, VA 23260-2297
 PHONE: 435.256.0129
 FAX: 435.256.4388

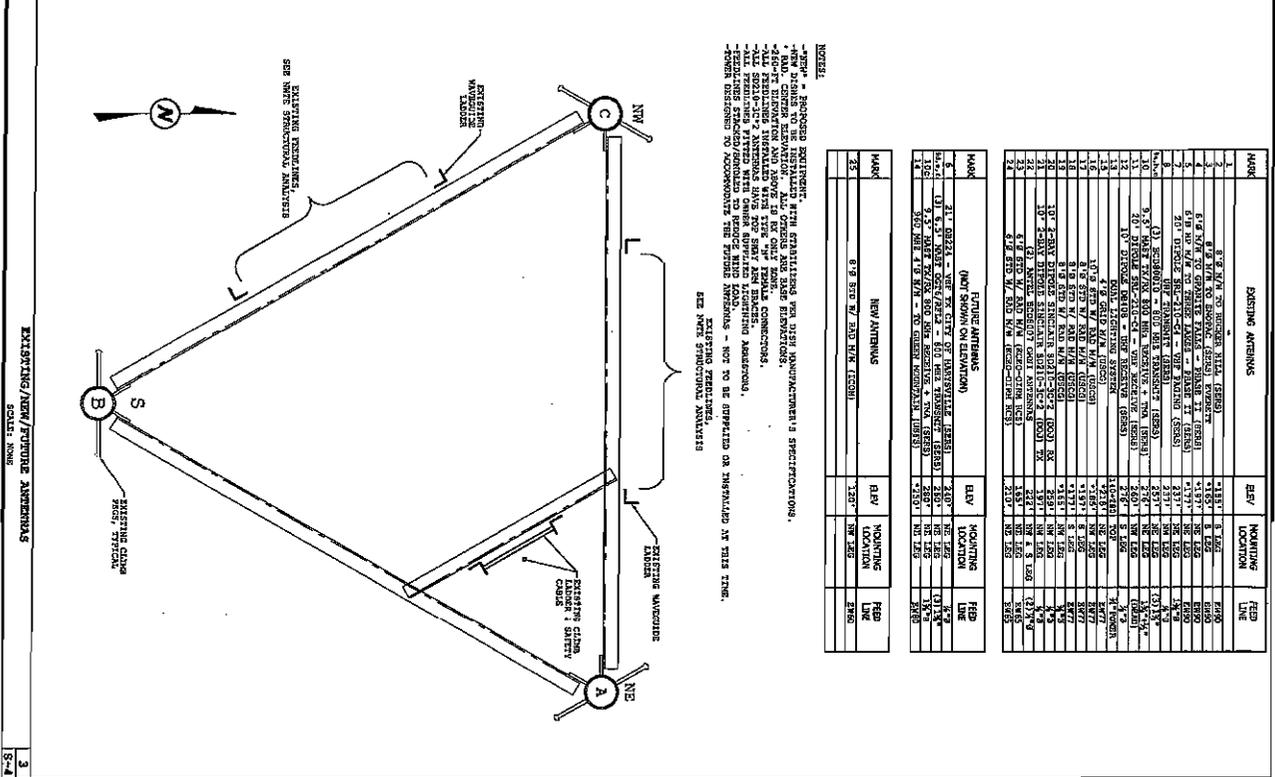
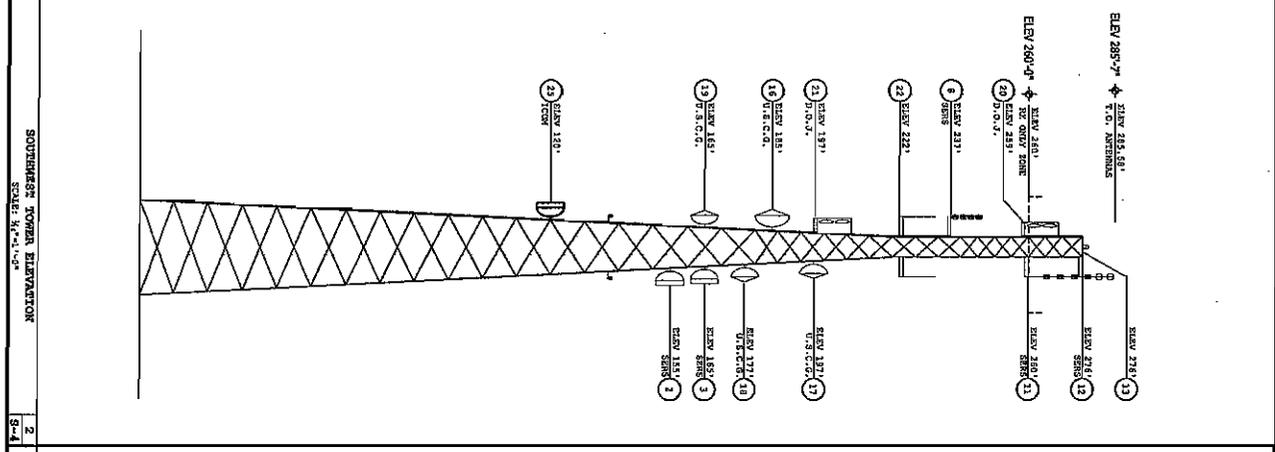
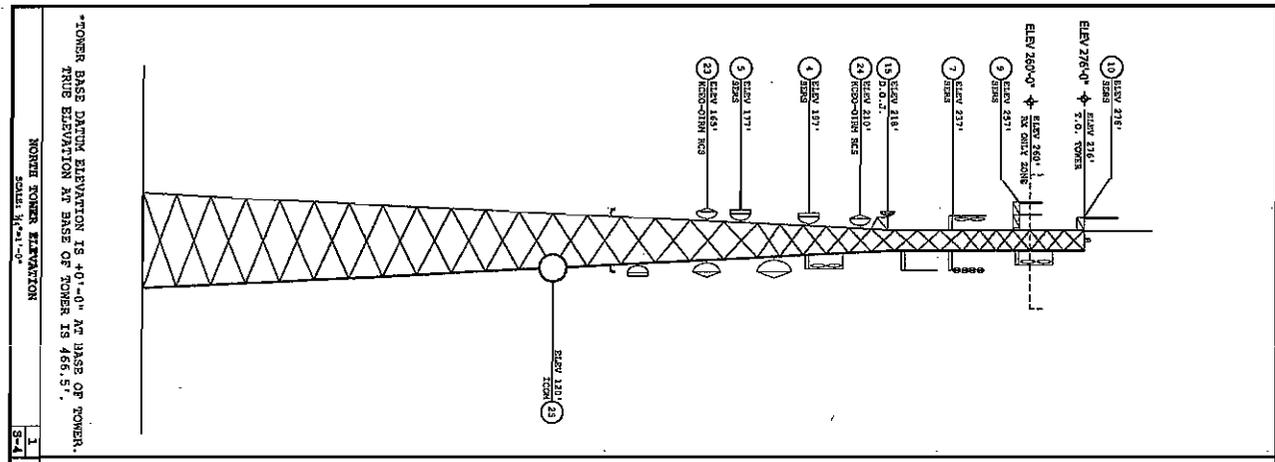
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NO. 03-22-10



SITE PLAN
SHEET 1 OF 2

 <p>NORTHWEST ENGINEERING 2210 HENRY AVE., STE. 209 EVERETT, WA 98201-3157 PHONE: 425.258.4248 FAX: 425.258.1489</p>								
<p>REVISION</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>SIZE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>03-22-10</td> <td>11x17-00</td> </tr> </tbody> </table>			NO.	DATE	SIZE	1	03-22-10	11x17-00
NO.	DATE	SIZE						
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<p>PROJECT DESCRIPTION</p> <p>EXISTING 280-FT SELF-SUPPORTING TOWER</p> <p>MARKETVILLE DAMS 5012 STATE ST NW BENTONVILLE, WA</p> <p>SITE LOCATION</p>								
<p>SHEET TITLE</p> <p>SITE PLAN</p>								
<p>SHEET NO.</p> <p>S-1</p>								
<p>PROJECT NO. 080151.03</p> <p>DESIGNED BY S.A.C.</p> <p>CHECKED BY S.A.D.</p> <p>DATE 03-22-10</p> <p>SCALE 1"=30'-0"</p>								



REVISIONS

NO.	DATE	DESCRIPTION
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2		
3		
4		

PROJECT INFORMATION

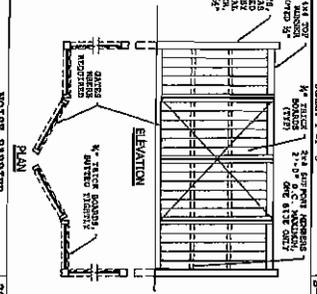
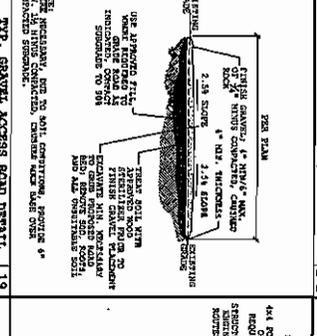
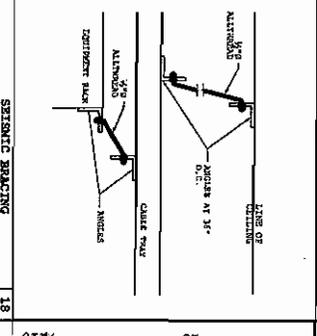
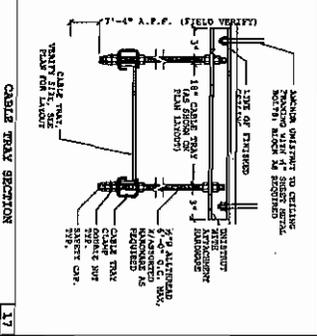
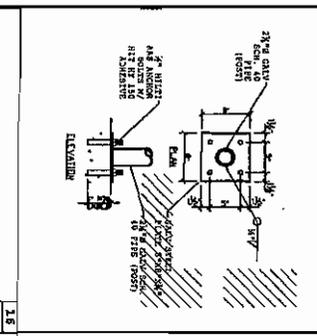
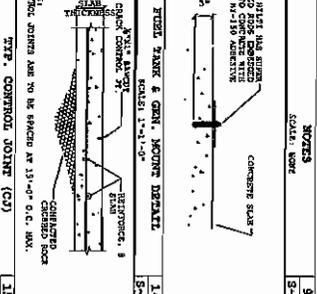
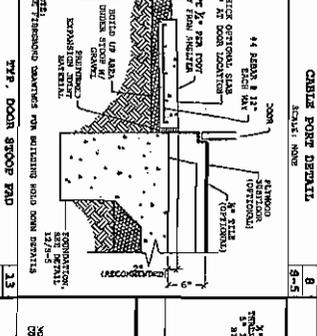
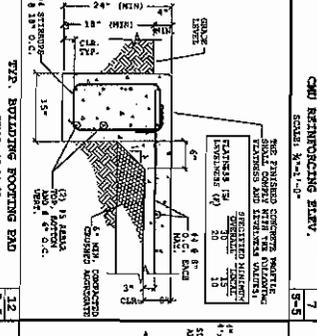
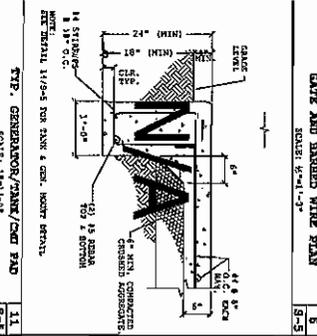
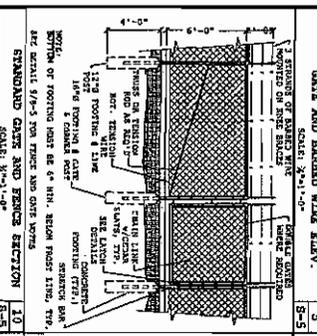
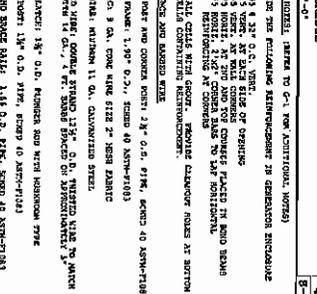
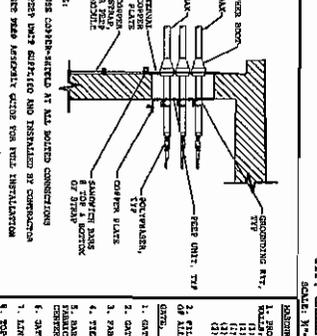
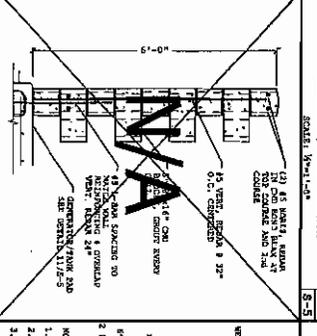
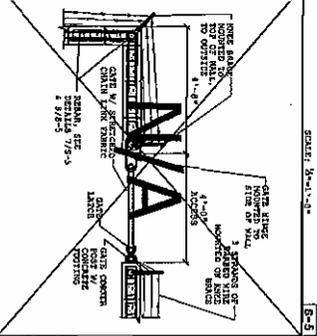
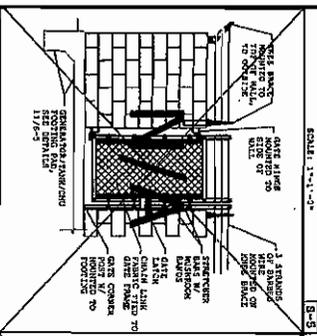
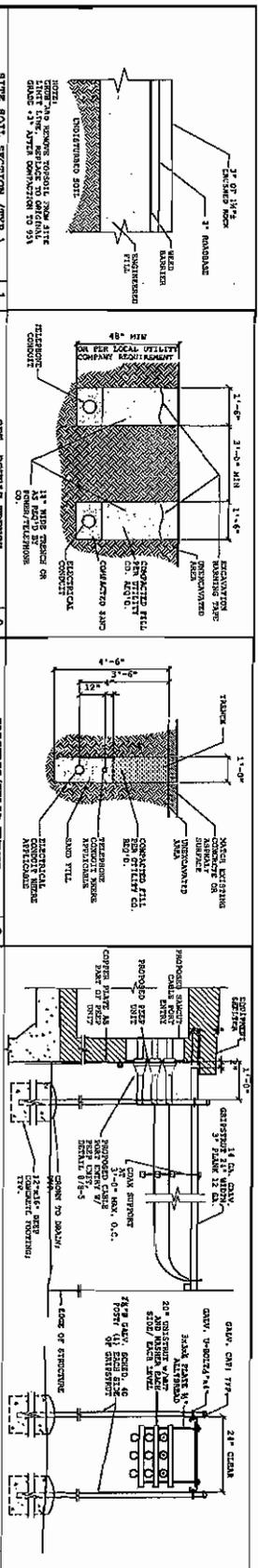
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 DRAWN BY: P. B. T.
 CHECKED BY: S. A. O.
 DATE: 03-12-13
 SCALE: VARIOUS

NORTHWEST ENGINEERING
 5010 HUNTERS AVE. SUITE 200
 FORT WORTH, TX 76102-4400
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NO. DATE	CODE
99-2-20	REVISION 10/1/00
01-11-00	CONSTRUCTION 09/1/00
04-05-00	FOR ASMT 04/01/00
REVISION: 1. REVISION 08-0-00 2. SELF-PROTECTING TOWER 3. TOWER DEMONSTRATION	
DRAWING TITLE: CONSTRUCTION DETAILS SHEET TITLE: S-5	
SHEET NO. PROJECT NO. 030056.04 DRAWN BY: E. P. H. CHECKED BY: S.A.D. DATE: 03-12-10 SCALE: VARIOUS	



NO. DATE	CODE
99-2-20	REVISION 10/1/00
01-11-00	CONSTRUCTION 09/1/00
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REVISION: 1. REVISION 08-0-00 2. SELF-PROTECTING TOWER 3. TOWER DEMONSTRATION	
DRAWING TITLE: CONSTRUCTION DETAILS SHEET TITLE: S-5	
SHEET NO. PROJECT NO. 030056.04 DRAWN BY: E. P. H. CHECKED BY: S.A.D. DATE: 03-12-10 SCALE: VARIOUS	

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Condemnation Ordinance – 7006 67 th Ave NE	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Excerpt from Washington Administrative Code• Vicinity Map• Ordinance and Exhibit "A" Legal Description	
BUDGET CODE: N/A	AMOUNT: N/A

SUMMARY:

City staff will soon be initiating property acquisition at 7006 67th Ave NE for the purposes of constructing sidewalk improvements along the frontage of this property.

The property owner directly to the north at 7014 67th Ave NE has already dedicated a portion of their property to the City as required under the 50/50 Sidewalk Program in order to construct sidewalk improvements along their frontage.

Acquisition of property at 7006 67th Ave NE will allow the City to construct the last remaining sidewalk segment on 67th Ave NE between Grove St and SR 528, thereby filling in a crucial gap in the City's pedestrian network.

Fair market value compensation will be offered to the property owner based upon appraised property value as prepared via an Administrative Offer Settlement. If the City and the property owners cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings. A key reason for approving the attached ordinance at this time is for the benefit of the property owners so that the compensation they receive for the transfer of a portion of their property to the City will not be subject to real estate excise tax. As the attached **WAC 458-61A-206** states:

"Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a government entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax."

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Ordinance authorizing condemnation, appropriation, and acquisition of property at 7006 67th Ave NE for the purpose of constructing sidewalk.

WAC Excerpt

WAC 458-61A-206 Condemnation proceedings. (1) Introduction. Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a government entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.

(2) Transfer must be to a governmental entity. To qualify for this exemption, the threat of condemnation or the exercise of eminent domain must be made by a governmental entity with the actual power to exercise eminent domain.

(3) Threat to exercise eminent domain must be imminent. To qualify for this exemption, the governmental entity must have either filed condemnation proceedings against the seller/grantee; or:

(a) The governmental entity must have notified the seller in writing of its intent to exercise its power of eminent domain prior to the sale; and

(b) The governmental entity must have the present ability and authority to use its power of eminent domain against the subject property at the time of sale; and

(c) The governmental entity must have specific statutory authority authorizing its power of eminent domain for property under the conditions presented.

(4) Inverse condemnation. Inverse condemnation occurs when the government constructively takes real property even though formal eminent domain proceedings are not actually taken against the subject property. The seller must have a judgment against the governmental entity, or a court approved settlement, based upon inverse condemnation to claim the exemption.

(5) Examples. The following examples, while not exhaustive, illustrate some of the circumstances in which a sale to a governmental entity may or may not be exempt on the basis of condemnation or threat of eminent domain. The status of each situation must be determined after a review of all the facts and circumstances.

(a) The Jazz Port school district wants to purchase property for a new school. An election has been held to authorize the use of public funds for the purchase, and the general area for the site has been chosen. In order to proceed, the district will need to obtain a five-acre parcel owned by the Fairwood family. The district has been granted authority to obtain property by the use of eminent domain if required. The district has notified the Fairwoods in writing of its intention to exercise its powers of eminent domain if necessary to obtain the land. The Fairwoods, rather than allowing the matter to proceed to court, agree to sell the parcel to the Jazz Port district. The school district will use the parcel for construction of the new school. The conveyance from the Fairwoods to Jazz Port school district is exempt from real estate excise tax because the transfer was made under the imminent threat of the exercise of eminent domain.

(b) The Sonata City Parks Department has the authority to obtain land for possible future development of parks. The department would like to obtain waterfront property for preservation and future development. They approach Frankie and Chaz Friendly with an offer to purchase the Friendlys' 20-acre waterfront parcel. The Parks Department does not have a current appropriation for actual construction of a park on the site, and the City Council has not specifically authorized an exercise of eminent domain to obtain the subject property. The conveyance from the Friendlys to the city is subject to the real estate excise tax, because the transfer was not made under the imminent threat of the exercise of eminent domain.

[Statutory Authority: RCW 82.32.300, 82.01.060(2), and 82.45.150 . 05-23-093, § 458-61A-206, filed 11/16/05, effective 12/17/05.]

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND OTHER PROPERTY FOR PURPOSES OF CONSTRUCTING SIDEWALKS ALONG 67TH AVENUE NE

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Sidewalks have been fully constructed along the west margin of 67th Avenue north of SR 528 except in the area adjacent to the two properties located at 7006 – 67th Avenue NE and 7014 – 67th Avenue NE.

2. Public safety, convenience, use and necessity demand the completion of sidewalks along 67th Avenue.

3. The City has conducted engineering studies and has determined that the east 10 feet of the above properties is required for purposes of constructing sidewalks, together with a construction easement over the west 10 feet of the east 20 feet of said properties.

4. The owner of the property at 7014 – 67th Avenue NE has dedicated the required sidewalk property to the City as part of participation in the City's 50/50 sidewalk program.

5. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds of the City as may be provided by law.

6. The City may be unable to agree with owner of the property at 7006 – 67th Avenue NE upon the compensation to be paid for said property.

7. The City has authority pursuant to RCW 8.12 to acquire, if necessary, title to real property for public purposes.

8. Notice of this action has been duly given as required by RCW 8.25.290.

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

1. The City is hereby authorized to condemn, appropriate, take and damage the real property located described in **EXHIBIT "A."**

2. The use of the property described in **EXHIBIT "A"** is for construction of sidewalks, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBIT "A"** are hereby condemned, appropriated, taken and damaged for the purpose of constructing sidewalks along 67th Avenue NE. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

4. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

5. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

PASSED by the City Council and APPROVED by the Mayor this _____ day of September, 2010.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

**EXHIBIT “A”
LEGAL DESCRIPTION**

Fee acquisition:

The East 10 feet of the following-described PARCEL A.

Temporary construction easement acquisition:

The West 10 feet of the East 20 feet of the following-described PARCEL A.

PARCEL A:

The South 100 feet of the East 1 acre of Lot 12, Henning’s Kellogg Marsh Gardens, according to the plat thereof recorded in Volume 11 of Plats, page 85, records of Snohomish County, Washington;

TOGETHER WITH that portion of the South 100.00 feet of Lot 12, Henning’s Kellogg Marsh Gardens, according to the plat thereof recorded in Volume 11 of Plats, page 85, records of Snohomish County, Washington, lying between the West line of the East 1 acre of said Lot 12 and the East line of Lots 49 and 50 of the Plat of Kellogg Meadows Division No. 2, according to the Plat thereof recorded in Volume 49 of Plats, pages 288 and 289, records of Snohomish County, Washington.

AND TOGETHER WITH the East 228 feet of the North 20 feet of the following-described 10-acre tract:

A certain portion of the East half of the Northeast quarter of Section 27, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning 219.94 feet North of the Southeast corner of the Northeast quarter of said Section 27, herein referred to as the Point of Beginning; Thence West 990 feet; Thence North 440 feet; Thence East 990 feet; Thence South 440 feet to the Point of Beginning; EXCEPT County Road.

Situate in the County of Snohomish, State of Washington.

Snohomish County tax parcels 004701-000-012-03 and 300527-001-061-00

Commonly known as 7006 – 67th Avenue NE, Marysville, WA 98270

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Ordinance relating to Parks and Recreation and City's penal code; adopting and adding a new Chapter 6.82 (Park Code) to Title 6 of the Marysville Municipal Code	
PREPARED BY: Jim Ballew- Paul McMurray	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation & City Attorney's Office	
ATTACHMENTS: Park Code and Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Parks and Recreation Department and City Attorneys Office, with approval of the Parks and Recreation Advisory Board have developed a Park Code to be added and adopted to Title 6 of the Marysville Municipal Code.

The proposed Park Code will provide clear definitions and regulations to enhance the use of parks, programs and community events conducted on park properties. This code will assist law enforcement officials and park administration in the enforcement of all current policies and laws intended to preserve and protect our parks for the benefit of all.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Ordinance relating to a new Chapter 6.82 which shall constitute the Park Code of the City of Marysville.

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

An ORDINANCE of the City of Marysville, Washington, relating to parks and recreation and the City's penal code; adopting and adding a new Chapter 6.82 (Park Code) to Title 6 of the Marysville Municipal Code.

WHEREAS, unlawful and inappropriate behavior in the City's parks diminishes these precious assets and deprives citizens of the full use and enjoyment of the natural beauty, recreational opportunities and peaceful repose that parks are intended to preserve in an urban setting; and

WHEREAS, in addition to more serious criminal acts that threaten personal injury and property damage, a wide range of illegal disorderly behavior can transform a park into an unwelcoming, unattractive and ultimately unsafe public space requiring increased expenditures for public safety and maintenance; and

WHEREAS, the law intended to preserve and protect the parks for the benefit of all are effective only if those who use the parks obey the law. The current criminal and civil penalties for violating the law are frequently inadequate alone to deter illegal behavior, prevent its recurrence or provide for the removal of the offender from the park; and

WHEREAS, compliance with the law, including the Parks Code and regulations, will be enhanced by the immediate administrative sanction of excluding from a park those who violate the law, and for repeat offenders and for more serious offenses, exclusion for an extended period of time will provide a necessary additional remedy to protect the parks; and

WHEREAS, due to the geographic proximity of some parks, the similarity of some park functions and the potential displacement of illegal behavior from one park to another, it is necessary to provide for exclusion from groups of parks or all parks under certain circumstances,

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

Section 1. A new Chapter 6.82 is hereby adopted and added to Title 6 of the Marysville Municipal Code and shall read as follows:

ORDINANCE - 1

W/mv/ord.ch.6.82 parks and recreation

Chapter 6.82
PARK CODE

Sections:

- 6.82.010 Short title.
- 6.82.015 Applicability.
- 6.82.020 Definitions.
- 6.82.025 Construction of provisions.
- 6.82.030 Regulations issued by director.
- 6.82.035 Enforcement.
- 6.82.040 Park hours.
- 6.82.045 Posting signs.
- 6.82.050 Defacing property.
- 6.82.055 Littering prohibited.
- 6.82.060 Abandonment of animals.
- 6.82.065 Animals at large.
- 6.82.070 Weapons.
- 6.82.075 Feeding animals.
- 6.82.080 Selling refreshments or merchandise.
- 6.82.085 Overnight camping prohibited
- 6.82.090 Reservation of park and recreational facilities.
- 6.82.095 Facility use permit—Application.
- 6.82.100 Facility use permit—Denial.
- 6.82.105 Parks and recreation facilities—Fee for use.
- 6.82.110 Boating.
- 6.82.120 Motor vehicle operation.
- 6.82.125 Parking.
- 6.82.130 Bicycle operation.
- 6.82.135 Skateboarding.
- 6.82.140 Noise.
- 6.82.145 Remote control models, hang gliders, hot air balloons.
- 6.82.150 Urinating in public.
- 6.82.155 Trail use.
- 6.82.160 Golfing, baseball, etc.
- 6.82.165 Building fires.
- 6.82.170 Alcoholic beverages.
- 6.82.175 Trespass in parks—Punishment.
- 6.82.180 Principal offender defined.
- 6.82.185 Park exclusion.
- 6.82.190 Penalty for violations.

6.82.010 Short title.

This chapter shall constitute the park code of the city of Marysville and may be cited as such.

6.82.015 Applicability.

This chapter constitutes the general regulations which will be in effect for all city

parks and for all other property under the management of the Park and Recreation Department. These general regulations are in addition to other applicable City, State, and Federal laws and regulations.

6.82.020 Definitions.

The terms herein used, unless clearly contrary to or inconsistent with the context in which used, shall be construed as follows:

- A. "Park Board" means the members of the parks and recreation board of the city;
- B. "Park" means and includes all city parks, public squares, park drives, parkways, boulevards, golf course, park museums, zoos, bathing beaches, and play and recreation grounds under the jurisdiction of the park board.
- C. "Director" means the director of the city of Marysville parks and recreation department or his/her designee.
- D. "Department" means the city of Marysville parks and recreation department.

6.82.025 Construction of provisions.

This chapter is declared to be an exercise of the police power of the state and Marysville for the public peace, health, safety and welfare, and its provisions shall be liberally construed.

6.82.030 Regulations issued by director.

- A. The director is authorized to issue rules and regulations for the use of park property, facilities, and equipment.
- B. It is unlawful to violate or fail to comply with any park rule or regulation duly adopted and posted by the director.
- C. The city assumes no liability for the condition of the parks property subject to this chapter and the regulations and rules adopted by the director.

6.82.035 Enforcement.

Except as otherwise provided in the park code, City law enforcement personnel are authorized and shall be responsible for enforcing the park code.

6.82.040 Park hours.

Except as otherwise posted or permitted, city parks shall be open to the public from 6:30 a.m. to dusk, and shall be closed to the public at all other times.

6.82.045 Posting signs.

It is unlawful to use, place or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind of advertising in any park; or to attach any notice, bill, poster, sign, wire, rod or cord to any tree, shrub, railing, post or structure in any park; or, without the written consent of the director, to place or erect in any park a structure of any kind; provided, however, that the director may approve the posting of temporary directional signs or decorations on occasions of public celebration and picnics.

6.82.050 Defacing property.

It is unlawful for any person, except an authorized employee or agent of the city, to remove, destroy, mutilate or deface any park property, structure, facility or station. This prohibition applies to all aspects of the natural or landscaped environment and to any structure, object, equipment, improvement, or other park property.

6.82.055 Littering prohibited.

A. No person shall throw or deposit litter on any park property, except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park, or upon any street or other public place. Where public receptacles are not provided, all litter shall be carried away and properly disposed of.

B. No person shall use department litter receptacles in the following manner:

1. No person shall damage, deface, abuse, or misuse any litter receptacle so as to interfere with its proper function or detract from its proper appearance.

2. No person shall deposit leaves, clippings, prunings, or gardening refuse in any litter receptacle.

3. No person shall deposit household garbage in any litter receptacle; provided that this subsection shall not be construed to mean that wastes of food consumed on park property may not be deposited in litter receptacles.

C. Whenever litter dumped in violation of this chapter contains three or more items bearing the name of one individual, there shall be a rebuttable presumption that the individual whose name appears on such items committed the unlawful act of littering.

D. For purposes of this section, "litter" means garbage, refuse, rubbish, or any other waste material which, if thrown or deposited as prohibited in this section tends to create a nuisance which annoys, injures, or endangers the health, safety, or comfort of the public.

E. A violation of this section is a civil infraction and shall be enforced in accordance with MMC 4.02.040.

F. The amount of the civil infraction fine for any person littering in an amount less than or equal to one cubic foot shall be fifty dollars (\$50), not including statutory assessments; the fine for any person littering in an amount greater than one cubic foot shall be \$250, not including statutory assessments. Unless suspended or modified by a court, the person shall also pay a litter cleanup fee of \$25 per cubic foot of litter. The court may, in addition to or in lieu of part or all of the cleanup fee, order the person to pick up and remove litter from the property.

6.82.060 Abandonment of animals.

No person shall abandon an animal by intentionally, knowingly, recklessly or with criminal negligence leaving a domesticated animal in a park.

6.82.065 Animals at large.

A. It is unlawful for any person to allow or permit any animal to be at large in any park, except dog guides or service animals, as defined in Chapter 70.84 RCW (White Cane Law), or those animals used by a law enforcement officer; provided,

that except in areas in which animals are prohibited, animals are permitted in a park if on a leash not greater than ten feet in length, or otherwise securely caged or securely restrained.

B. The director may ban dogs and other pets from areas of any park where the director determines it appropriate.

C. Any person with any animal in his or her possession in any park shall be responsible for the conduct of the animal and shall not allow the animal to bite or otherwise molest or annoy other park visitors.

D. Any person with an animal in his or her possession in any park shall carry equipment for removing fecal matter, and shall collect and place fecal matter deposited by such animal in an appropriate receptacle.

E. Notwithstanding subsection A of this section, the director may designate certain areas in parks as allowing dogs and/or other pets to be off leash.

6.82.070 Weapons.

It is unlawful to shoot or fire any firearm, air gun, bows and arrows, B.B. gun or use any slingshot in any park; provided, this section shall not apply to law enforcement personnel or to department of parks and recreation employees acting pursuant to and in accordance with rules and regulations of the director; and provided further, that this section shall not apply to participants in a parks and recreation program which, as a component of the program, includes the use of such weapons; and provided further, that this section shall not apply to hunters accessing areas designated for purposes of hunting in accordance with Washington State Department of Fish and Wildlife regulations.

6.82.075 Feeding animals.

It is unlawful to tease, annoy, disturb, molest, catch, hunt, trap, injure or kill any animal, bird, fowl or fish unless said activity is on behalf of the city by a representative or agent of the city to remove or control a nuisance or hazardous situation. This provision shall not prevent fishing except in areas so designated by the city council. It shall be unlawful to feed and/or remove ducks, geese or other waterfowl in any public park and/or beach area.

6.82.080 Selling refreshments or merchandise.

A. The sale of food, drink, other merchandise, or any services on park property is prohibited, unless the seller has either written permission from the director, or a concession sales contract with the city.

B. The rental of any merchandise or materials on park property is prohibited, unless the renter has written permission from the director or a concession contract with the city.

6.82.085 Overnight camping prohibited.

Except as otherwise permitted by the director, overnight camping is prohibited within city parks.

6.82.090 Reservation of park and recreational facilities.

City parks and recreational facilities are available for public use in accordance with this chapter and park rules and regulations. Reservations for use of these facilities is required for any community special or private event involving more than routine use of such facilities. Park facilities may only be reserved a total of twelve (12) times within a calendar year by any person, group or non-profit organization.

6.82.095 Facility use permit—Application.

Reservations as required in Section 6.82.090 shall be made by obtaining a permit through the office of the director of parks and recreation. A facility use permit may be obtained by submitting a written application and an executed facility use agreement to the director's office, at least fourteen (14) working days prior to the day of the intended use. The application and facility use agreement shall contain such information, terms and conditions as the director shall deem necessary to insure compliance with Sections 6.82.090 through 6.82.100 and/or any other applicable laws, and regulations and city policies.

6.82.100 Facility use permit—Denial.

Applications that are submitted in a timely manner and that are complete will be denied, approved or approved with conditions within seven (7) calendar days prior to the date scheduled for the event. Denial of applications will be based on one or more of the following:

- A. The space had already been applied to for reservation at the time of the application submission, or;
- B. The event or assembly for which the permit is sought would, because of its time, place or nature, obstruct or substantially interfere with the enjoyment and use by the general public; or
- C. The event or assembly for which a permit is sought is in violation of sections 6.82.090 through 6.82.100 and/or any other applicable ordinance, law and/or regulation.

The director shall have authority to approve a permit subject to the applicant meeting reasonable conditions consistent with sections 6.82.090 through 6.82.100 and city ordinances, regulations and/or policies as now exist or are hereafter amended.

6.82.105 Parks and recreation facilities—Fee for use.

Users are required to pay fees for the use of city park and recreation facilities as are established by city ordinances, resolution, regulations and/or policies as now exist or are hereafter amended.

6.82.110 Boating.

It is unlawful to have, keep or operate any boat, float, raft or other watercraft in or upon any bay, lake, pond, slough, river or creek, within the limits of any park, or to land the same on any point upon the shores thereof bordering upon any park, except at places set apart for such purposes by the parks director and so designated by signs. Further, it is unlawful for any person to moor any watercraft

overnight in any park, except by permit of the parks director or his or her designee.

6.82.120 Motor vehicle operation.

A. The general speed limit for all motor vehicles and motorcycles within city parks is five (5) miles per hour unless otherwise posted by the director.

B. Motor vehicles and motorcycles may be operated only on paved roadways. "Paved roadways" as used in this subsection does not include paved ways marked by the director for the exclusive use of pedestrians, bicycles, or wheelchairs.

6.82.125 Parking.

Motor vehicles shall park only in designated paved or graveled parking areas. Parking spaces within city parks are reserved for the use of park patrons during open park hours; parking during closed park hours, overnight parking, and residential parking on park property is prohibited. Nor shall any person park any vehicle in any park for the principal purpose of washing, greasing, or repairing such vehicle except repairs necessitated by an emergency.

6.82.130 Bicycle operation.

Except as otherwise posted or permitted by the director, bicycles, tricycles and unicycles may be operated and ridden only on paved and graveled ways within city parks, and shall not be operated and ridden on trails within the city parks.

6.82.135 Skateboarding.

Unless otherwise posted by the director, it is unlawful to use skateboards, in-line skates, roller skates, or bicycles on trails, paths or internal sidewalks of city parks. It is unlawful to use skateboards, in-line skates, roller skates, or bicycles in any other area of a park if so posted.

6.82.140 Noise.

A. No person shall, without prior written approval of the parks director or authorized parks department employee, cause or allow to be emitted noise in a park which:

1. Exceeds the maximum permissible noise levels set forth in MMC 6.76.040; or

2. Is a motor vehicle noise specifically prohibited by MMC 6.76.060 or .070; or

3. Is a disturbance noise or a nuisance noise as set forth in MMC 6.76.060.

B. For purposes of this section, the definitions provided in MMC 6.76.020 shall apply and are incorporated herein by this reference.

C. The penalties for violations of this section and enforcement thereof shall be in accordance with MMC 6.76.090.

6.82.145 Remote control models, hang gliders, hot air balloons.

It is unlawful to operate any remote control and/or motorized model aircraft, rocket, watercraft or similar device in any park, or to launch or land any hang

glider or hot air balloon, except at places set apart by the parks director for such purposes or as authorized by a permit from the parks director.

6.82.150 Urinating in public.

A person is guilty of urinating in public in a city park if he or she intentionally urinates or defecates in a city park in a place other than a wash room or toilet room.

6.82.155 Trail use.

Unless otherwise posted, it is unlawful to use bicycles or other similar wheeled vehicles on unpaved trails. Further, it is unlawful for any person to travel on a trail at a speed greater than five (5) miles per hour. In every event, speed shall be so controlled as may be necessary to avoid colliding with others who are complying with the law and using reasonable care. Travel at speeds five (5) miles per hour or less shall not relieve the rider from maintaining control of themselves and their equipment, and from the duty to ride with due regard for the safety of all persons.

6.82.160 Golfing, baseball, etc.

It is unlawful to practice or play golf, baseball, cricket, polo, archery, hockey, tennis, or other games of like character or to hurl or propel any airborne or other missile except at places set apart for such purposes by the parks director.

6.82.165 Building fires.

It is unlawful to build any fires in any park except in areas constructed, maintained and designated by the director.

6.82.170 Alcoholic beverages.

It is unlawful for any person to consume or possess any alcoholic beverage in a city park, including unopened alcoholic beverage containers, except in those areas, and/or at those events for which the appropriate license(s)/permit(s) has been obtained from the state of Washington and a permit has been issued by the director.

6.82.175 Trespass in parks—Punishment.

A. It shall constitute an trespass in a city park if any person who knowingly: (1) enters or remains in a park from which he or she has been excluded during the period covered by an exclusion notice pursuant to Section 2.20.230 of this chapter; (2) enters, remains in, or is otherwise present within the premises of a park during hours which the park or portion of the park is not open to the public, unless the person is present within the park to participate in an activity either conducted by the parks and recreation department or conducted pursuant to the terms of a permit issued by the parks and recreation department; or (3) enters or remains in any area of a park which has been designated and posted by the director as a closed area, using such postings as “no admittance” or “closed to use” or “no trespassing.”

B. Unless otherwise posted, city parks are open to the public from six-thirty a.m.

to dusk. The parks are closed to the public outside of posted times. The director shall have the authority to modify the time a city park is open and closed to the public where the director determines it appropriate.

C. The provisions of this section do not apply to any duly authorized department of parks and recreation or other city employee in the performance of his or her duties, or other person authorized by law.

6.82.180 Principal offender defined.

Anyone concerned in the violation of this chapter whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, and whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such offense, is and shall be a principal under the terms of this chapter and shall be proceeded against and prosecuted as such.

6.82.185 Park exclusion.

A. The parks director and his/her designees are empowered to exercise the authority of law enforcement personnel to the extent necessary to enforce this section.

B. The parks director or his/her designees may, by delivering an exclusion notice in person to the offender, or by first class mail and certified mail to the offender at the offender's last known address, exclude from a city park, anyone who within a city park:

1. Violates any provision of this chapter; or
2. Violates any park rule; or
3. Violates any provision of the Marysville Municipal Code or Revised

Code of Washington.

The offender need not be charged, tried, or convicted of any crime or infraction in order for an exclusion notice to be issued or be effective. The exclusion may be based upon observation by the parks director or his/her designee or upon civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.

C. If the offender:

1. Has not been excluded from any city park by an exclusion notice issued within one year prior to the violation and the current violation is not a weapon violation, then the parks director or his/her designee may exclude the offender from the city park in which the current violation occurred for a period not exceeding seven (7) calendar days from the date of the exclusion notice.

2. Has been the subject of only one prior exclusion notice issued within one year prior to the current violation and neither the current nor the past violation was a weapon violation, then the parks director or his/her designee shall exclude the offender from any or all city parks for a period of ninety (90) calendar days from the date of the exclusion notice.

3. Has been the subject of two or more prior exclusion notices issued within one (1) year prior to the current violation, or if the current violation is a weapon violation, then the parks director or his/her designee shall exclude the offender from any or all city parks for a period of one (1) year from the date of the

exclusion notice.

D. The exclusion notice shall be in writing and shall contain the date of issuance. The exclusion notice shall specify the length and places of exclusion. It shall be signed by the issuing individual. Warning of the consequences for failure to comply shall be prominently displayed on the notice.

E. Only the parks director or his/her designee after a hearing may rescind, shorten or modify an exclusion notice.

F. An offender receiving an exclusion notice longer than seven (7) calendar days may seek a hearing to have the exclusion notice rescinded, the period of exclusion shortened, or the areas of exclusion reduced. The hearing examiner shall be an elected or pro tempore Marysville municipal court judge, unless the mayor designates another as hearing examiner. The request for a hearing shall be delivered to the parks director or postmarked no later than seven (7) calendar days after the issuance date of the exclusion notice. The request for hearing shall be in writing and shall be accompanied by a copy of the exclusion notice on which the hearing is sought. The hearing should occur within seven (7) calendar days after the parks director receives the request for hearing. The parks director or his/her designee shall take reasonable steps to notify the offender of the date, time, and place of the hearing.

G. At the hearing, the violation must be proved by a preponderance of the evidence in order to uphold the exclusion notice. If the exclusion notice was issued because of the alleged violation of any criminal law, the offender need not be charged, tried, or convicted for the exclusion notice to be upheld. The exclusion notice establishes a prima facie case that the offender committed the violation as described. The hearing examiner shall consider a sworn report or a declaration made under penalty of perjury, written by the individual who issued the exclusion notice, without further evidentiary foundation. The hearing examiner may consider information that would not be admissible under the evidence rules in a court of law but which the hearing examiner considers relevant and trustworthy.

H. If the violation is proved, the exclusion notice shall be upheld; but upon good cause shown, the hearing examiner may shorten the duration of the exclusion or reduce the areas covered by the exclusion. If the violation is not proved by a preponderance of the evidence, the hearing examiner shall rescind the exclusion. If the hearing examiner rescinds an exclusion, the exclusion shall not be considered a prior exclusion for purposes of subsection C of this section.

I. The decision of the hearing examiner is final. An offender seeking judicial review of hearing examiner's decision must file an application for a writ of review in the Snohomish County superior court with fifteen (15) calendar days of the date of that decision.

J. The exclusion shall remain in effect during the pendency of any administrative or judicial proceeding.

K. No determination of facts made by a person conducting a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution or civil proceeding and shall not preclude litigation of those same facts in a subsequent criminal prosecution or civil proceeding.

L. This section shall be enforced so as to emphasize voluntary compliance with laws and park rules, and so that inadvertent minor violations that would fall under subsections B(1) and (2) can be corrected without resort to an exclusion notice.

6.82.190 Penalty for violations.

A. A violation of any of the provisions of sections 6.82.030, 6.82.045, 6.82.055, 6.82.065, 6.82.075, 6.82.080, 6.82.085, 6.82.090, 6.82.095, 6.82.105, 6.82.110, 6.82.115, 6.82.125, 6.82.130, 6.82.135, 6.82.145, 6.82.155, 6.82.160, and 6.82.165 constitutes a civil infraction and shall be enforced in accordance with MMC 4.02.040. The amount of civil infraction fine shall be assessed in accordance with the schedule provided in MMC 4.02.040(3)(g)(ii) and shall not exceed five hundred dollars per violation.

B. A violation of any of the provisions of sections 6.82.050, 6.82.060, 6.82.070, 6.82.150, 6.82.170, and 6.82.175 is a misdemeanor, and may be punished by a fine of not more than one thousand dollars or by imprisonment not to exceed ninety days or by both such fine and imprisonment.

C. The penalty for a violation of other sections of this chapter is as provided in those respective sections.

Section 2. If any word, phrase, sentence, provision, or portion of this ordinance is declared to be invalid or unenforceable, it shall not affect validity or enforceability of the remaining words, phrases, sentences, provisions or portions of this ordinance.

Section 3. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the mayor this _____ day of _____, 2010.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

Tracy Jeffries, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney.

Date of Publication: _____

ORDINANCE - 11

W/mv/ord.ch.6.82 parks and recreation

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Adoption of the Snohomish County Natural Hazards Mitigation Plan	
PREPARED BY: John A. Cowling, Asst. City Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Resolution• Executive Summary	
BUDGET CODE: N/A	AMOUNT: N/A

SUMMARY:

Snohomish County Natural Hazards Mitigation Plan-

In 2005, council adopted by resolution the Snohomish County Natural Hazards Mitigation Plan. This plan has recently been updated by a coalition partnership made up of Snohomish County, cities (including Marysville), and special purpose districts worked together to fulfill the DMA requirements for all participating partners

The Plan was developed to achieve Disaster Mitigation Act (DMA) eligibility for Snohomish County and all coalition partners. The DMA is federal legislation enacted to encourage and promote proactive, pre-disaster planning as a condition of receiving financial assistance under the Robert T. Stafford Act. The DMA emphasizes planning for disasters before they occur. It established a pre-disaster hazard mitigation program and new requirements for the national post-disaster hazard mitigation grant program. The DMA encourages state and local authorities to work together on pre-disaster planning, and it promotes sustainability as a strategy for disaster resistance. The enhanced planning network called for by the DMA helps local governments articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk reduction projects.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the resolution to adopt the 2010 Snohomish County Natural Hazards Mitigation Plan Update

**RESOLUTION FOR THE ADOPTION OF THE 2010 SNOHOMISH
COUNTY NATURAL HAZARDS MITIGATION PLAN UPDATE**

Resolution No. _____

WHEREAS, all of Snohomish County is exposed to natural hazards that present risks to life, property, the environment, and the economy; and

WHEREAS, proactive mitigation can reduce or eliminate these risks; and

WHEREAS, pursuant to the Disaster Mitigation Act of 2000 (P.L. 106-390, dated Oct. 30, 2000) and 44 CFR § 201, the Federal Emergency Management Agency requires the adoption and maintenance of a natural hazard mitigation plan as a condition of eligibility for certain pre- and post-disaster mitigation grant funds; and

WHEREAS, a coalition of 35 Planning Partners, including Snohomish County, Cities, and Special Purpose Districts, have updated the 2005 Snohomish County Natural Hazards Mitigation Plan in accordance with the processes and requirements established by 44 CFR § 206.1.

NOW, THEREFORE, BE IT RESOLVED that the City of Marysville:

1. Adopts in its entirety Volume 1 and, Part 1; Chapter 9 of Part 2; and the Appendices of Volume 2 of the 2010 Snohomish County Natural Hazard Mitigation Plan Update, as amended.
2. Will utilize the adopted portions of the 2010 Snohomish County Natural Hazard Mitigation Plan Update to guide pre- and post-disaster mitigation of the City of Marysville's identified hazards.
3. Will coordinate the strategies identified in the 2010 Snohomish County Natural Hazard Mitigation Plan Update with other planning efforts under its jurisdictional authority.
4. Will continue to support the County's Mitigation Steering Committee and collaborate with the established planning partnership as described by the Update's Guiding Principle, Goals, and Objectives.

This resolution was passed by motion on this _____ day of September 2010.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST TO:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The Disaster Mitigation Act (DMA; Public Law 106-390) is federal legislation enacted to promote proactive, pre-disaster planning as a condition of receiving elements of financial assistance under the Robert T. Stafford Act. The DMA established a pre-disaster hazard mitigation program and new requirements for the post-disaster hazard mitigation grant program. It encourages state and local authorities to work together on pre-disaster planning, and it promotes “sustainable hazard mitigation,” which includes the sound management of natural resources, local economic and social resiliency, and the recognition that hazards and mitigation must be understood in the largest possible social and economic context. The enhanced planning network called for by the DMA helps local governments articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk reduction projects.

Snohomish County and a partnership of local governments within the County have developed and maintained a hazard mitigation plan to reduce future loss of life and property resulting from disasters. **Hazard mitigation** is the use of long- and short-term strategies to reduce or alleviate the loss of life, personal injury, and property damage that can result from a disaster. It involves strategies such as planning, policy changes, programs, projects, and other activities that can mitigate the impacts of hazards. The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, state and federal government. It is impossible to predict exactly when and where disasters will occur or the extent to which they will impact an area, but with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses that disasters can cause.

PLAN UPDATE

Federal regulations require hazard mitigation plans to describe a method and schedule for monitoring, evaluating, and updating the plan. Prescribing an update schedule establishes an opportunity to reevaluate recommendations, monitor the impacts of actions that have been accomplished, and determine if there is a need to change the focus of mitigation strategies. DMA compliance is contingent on meeting the plan update requirement. A jurisdiction covered by a plan that has expired is not able to pursue elements of federal funding under the Robert T. Stafford Act for which a current hazard mitigation plan is a prerequisite.

The partnership of local governments in Snohomish County collaborated on the development of the initial Snohomish County Natural Hazard Mitigation Plan from 2003 to 2005. The plan was approved by the Federal Emergency Management Agency (FEMA) on April 27, 2005, making the partnership eligible for multiple FEMA mitigation grant programs. During the 5-year initial performance period of the plan, the partnership has completed or initiated ongoing action on over 70 percent of the 261 initiatives identified in the initial plan.

While the initial performance of this plan was viewed as a success, the partnership’s annual progress reporting has identified various enhancements that would enable the plan to better support the needs of the partnership:

- Use of best available data to update the risk assessment portion of the plan.
- Use of available tools to enhance the risk assessment to better support future grant applications and emergency management programs of the partnership.
- A comprehensive update of the tsunami hazard risk assessment using new data and technology. This was a specified action in the initial mitigation plan.
- Meeting requirements specified under the DMA and Community Rating System programs.

- Re-engaging the public to see if their perception of risk within the planning area has changed since the initial effort.
- Using the update process to re-energize and educate the partnership on the many funding opportunities the plan can enable.

PLAN UPDATE METHODOLOGY

Phase 1—Organize and Review

A planning team was assembled to provide technical support for the plan update, consisting of key County staff from the Department of Emergency Management (DEM) and the Surface Water Management (SWM) division of the Department of Public Works, as well as a technical consultant. The first step in developing the plan update was to re-organize the planning partnership. The initial planning effort covered 43 local governments (13 municipalities and 30 special purpose districts) within Snohomish County. Due to mergers, consolidations and voluntary resignation, the partnership was downsized to 35 planning partners for the plan update, as shown in Tables ES-1 and ES-2. All 35 planning partners committed to the process by providing letters of intent to participate in the process as well as agreeing to planning partner expectations prepared by the planning team.

TABLE ES-1. PLANNING PARTNER MUNICIPALITIES			
Arlington	Granite Falls	Marysville	Stanwood
Darrington	Index	Monroe	Sultan
Gold Bar	Lake Stevens	Snohomish	Snohomish County

TABLE ES-2. SPECIAL PURPOSE DISTRICT PARTNERS	
Snohomish Co. Fire District #1	Mukilteo Water District
Snohomish Co. Fire District #3	Silver Lake Water District
Snohomish Co. Fire District #4	Darrington School District
Snohomish Co. Fire District #5	Sultan School District #311
Snohomish Co. Fire District #7	Snohomish County Dike District #2
Snohomish Co. Fire District #19	Marshland Flood Control District
Snohomish Co. Fire District #24	Stillaguamish Flood Control District
Snohomish Co. Fire District #26	French Slough Flood Control District
North County Regional Fire Authority	Snohomish County Health District
Alderwood Water/Wastewater District	Snohomish County PUD
Cross Valley Water District	Northshore Parks and Recreation District
Highland Water District	

A 12-member steering committee was assembled to oversee the development of the plan, consisting of planning partner staff, citizens, and other stakeholders in the planning area. A key function of the Steering Committee was to re-confirm the guiding principal, goals and objectives for this updated plan. Full

coordination with other county, state and federal agencies involved in hazard mitigation occurred from the onset of the plan update process.

A multi-media public involvement strategy centered on a hazard preparedness questionnaire was also implemented under this phase, as well as a comprehensive review of the existing plan and the State Hazard Mitigation Plan. Additionally, a comprehensive review was performed of existing programs that may support or enhance hazard mitigation actions.

Phase 2—Update the Risk Assessment

Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. This process assesses the vulnerability of people, buildings and infrastructure to natural hazards. It focuses on the following parameters:

- Hazard identification and profiling
- The impact of hazards on physical, social and economic assets
- Vulnerability identification
- Estimates of the cost of damage or costs that can be avoided through mitigation.

The risk assessment for this hazard mitigation plan meets the requirements outlined in Chapter 44 of the Code of Federal Regulations (44CFR). Phase 2 occurred simultaneously with Phase 1, with the two efforts using information generated by one another to create the best possible risk assessment. This was the most comprehensive phase of the plan update process. All facets of the risk assessment of the plan were re-visited by the planning team and updated with the best available data and technology.

Phase 3—Engage the Public

A public involvement strategy was developed by the Steering Committee that maximized the capabilities of the planning partnership. This strategy was implemented by the planning team and included three public meetings early in the plan update process, two public meetings to review the draft plan, distribution of a hazard mitigation survey, a County-sponsored website dedicated to the plan update, and multiple media releases throughout the process.

Phase 4—Assemble the Updated Plan

The planning team and Steering Committee assembled key information from Phases 1 and 2 into a document to meet the DMA requirements for all planning partners. Under 44CFR, a local hazard mitigation plan must include the following:

- A description of the planning process
- Risk assessment
- Mitigation strategy
 - Goals
 - Review of alternatives
 - Prioritized “action plan”
- Plan maintenance section
- Documentation of adoption.

The updated plan contains two volumes. Volume 1 contains all components that apply to all partners and the broader planning area (plan process, outreach strategy, plan maintenance, risk assessment, goals, objectives and countywide initiatives). Volume 2 contains all components that are jurisdiction-

specific (ranking of risk, capability assessment, an action plan, prioritization of that action plan and a status report on prior actions). Each planning partner has a dedicated chapter in Volume 2.

Phase 5—Plan Adoption/Implementation

Once pre-adoption approval has been granted by Washington’s Emergency Management Division and FEMA Region X, the final adoption phase will begin. Each planning partner will individually adopt the updated plan.

A plan implementation and maintenance section included in this document details the formal process for ensuring that the plan remains active and relevant. The plan maintenance process includes a schedule for monitoring and evaluating the plan’s progress annually and producing a plan revision every 5 years. Throughout the life of this plan, a steering committee representative of the original committee will provide a consistent source of guidance and oversight.

The plan adoption phase includes strategies for continued public involvement and incorporation of the recommendations of this plan into other planning mechanisms of the City, such as the comprehensive plan, capital improvement plan, building code, and development design guidelines.

MITIGATION GUIDING PRINCIPLE, GOALS AND OBJECTIVES

The following principle guided the Steering Committee and the planning partnership in selecting the initiatives contained in this plan update:

Guiding Principle—Through partnerships, reduce the vulnerability to natural hazards in order to protect the health, safety, welfare and economy of the community.

The Steering Committee and the planning partnership established the following goals for the plan update:

- Goal 1—Reduce natural hazard-related injury and loss of life.
- Goal 2—Reduce property damage.
- Goal 3—Promote a sustainable economy.
- Goal 4—Maintain, enhance and restore the natural environment’s capacity to absorb and reduce the impacts of natural hazard events.
- Goal 5—Increase public awareness and readiness for disasters.

Plan objectives were developed via a facilitated exercise that focused on finding objectives that meet multiple goals. The objectives are listed in Table ES-3.

**TABLE ES-3.
HAZARD MITIGATION PLAN UPDATE OBJECTIVES**

Objective Number	Objective Statement	Goals for which it can be applied
O-1	Eliminate or minimize disruption of local government operations caused by natural hazards.	1, 3
O-2	Increase resilience of infrastructure.	1, 2, 3
O-3	Consider the impacts of natural hazards on future land uses in Snohomish County.	2, 3, 4
O-4	Reduce natural hazard-related risks and vulnerability to potentially isolated populations in Snohomish County.	1,5
O-5	Sustain reliable local emergency operations and facilities during and after a disaster.	1, 2, 3
O-6	Seek mitigation projects that minimize environmental impacts or seek ways to mitigate their impacts on the environment.	2, 3, 4
O-7	Consider open space land uses within identified high-hazard risk zones.	2, 4
O-8	Improve systems that provide warning and emergency communications.	1, 5
O-9	Enhance understanding of natural hazards and the risk they pose.	2, 3, 5
O-10	Educate the public on the risk from and preparedness for natural hazards and ways to mitigate their impacts.	1, 2, 5
O-11	Seek mitigation projects that provide the highest degree of natural hazard protection at the least cost.	2, 4
O-12	Minimize the impacts of natural hazards on current and future land uses by providing incentives for hazard mitigation.	1, 2
O-13	Support agricultural preservation within the context of floodplain management.	1, 2, 3, 4
O-14	Retrofit, purchase, or relocate structures in high hazard areas, including those known to be repetitively damaged.	1, 2, 3, 4

MITIGATION INITIATIVES

Mitigation initiatives are activities to reduce or eliminate losses resulting from natural hazards. Mitigation initiatives are the key element of the hazard mitigation plan update. By implementing these initiatives, the planning partnership will strive to become disaster-resistant through sustainable hazard mitigation.

Although adoption of this plan makes the planning partners eligible for FEMA grant funding, the purposes of the plan go beyond grant eligibility. It was important to the planning partnership and the Steering Committee to look at initiatives that will work through all phases of emergency management. Some of the initiatives outlined in this plan are not grant eligible but were chosen for their effectiveness in achieving the goals of the plan. A series of countywide initiatives were identified, as summarized in Table ES-4. Jurisdiction-specific initiatives are listed in Volume 2 of this plan.

**TABLE ES-4.
ACTION PLAN—COUNTYWIDE MITIGATION INITIATIVES**

Mitigation Initiative	Hazards Addressed	Administrating Agency	Possible Funding Sources or Resources	Time Line ^a	Objectives
CW-1: Provide coordination and technical assistance in the application for grant funding that includes assistance in cost vs. benefit analysis for grant eligible projects	All	DEM and SWM jointly	Existing programs for the two lead agencies	Short term Ongoing	1, 2, 14
CW-2. Provide countywide updates to the Hazard Identification and Vulnerability Analysis using best available science and technology as new hazard-specific data becomes available (e.g., avalanche, tsunami, landslide)	All	DEM	Possible DHS grant funding for future enhancements; DEM operational funds	Short term	4, 5, 9, 10
CW-3. County to assume lead role in the update/re-study of floodplains as a Cooperating Technical Partner with FEMA under new RiskMAP program for all planning partners.	All	SWM	SWM funding, cost share through FEMA RiskMAP program	Short term Ongoing	3, 4, 9, 10
CW-4: Provide basin-specific floodplain information in the form of an informational brochure to all planning partners that request them annually for dissemination to county floodplain residents and identified repetitive loss areas. This outreach project will be designed according to the CRS criteria for outreach projects and will be contingent upon available funding to implement the initiative.	Flood	SWM	SWM funding	Short term Ongoing	4, 9, 10
CW-5: Sponsor and maintain a natural hazards informational website to include the following types of information: <ul style="list-style-type: none"> • Hazard-specific information such as warning, private property mitigation alternatives, important facts on risk and vulnerability • Pre- and post-disaster information such as notices of grant funding availability • CRS creditable information • Links to planning partners' pages, FEMA and Washington Emergency Management • Plan information such as progress reports, mitigation success stories, update strategies, Steering Committee meetings. 	All	DEM with support from SWM	DEM operational budget	Short Term	8, 9, 10

**TABLE ES-4.
ACTION PLAN—COUNTYWIDE MITIGATION INITIATIVES**

Mitigation Initiative	Hazards Addressed	Administrating Agency	Possible Funding Sources or Resources	Time Line ^a	Objectives
CW-6. Coordinating with all planning partners, water resource inventory area planning units, and other stakeholders in the County, seek the acquisition of high-risk parcels that could provide significant open space benefits such as the attenuation of the impacts of natural hazards and beneficial environmental functions (e.g., enhancement of habitat for threatened or endangered species).	All	Planning Partner Cities, SWM, Snohomish County Parks Dept.	State and federal grant funding	Long term	3, 6, 7, 11, 13, 14
CW-7: The Steering Committee will remain as a viable body over time to monitor progress of the plan, provide technical assistance to planning partners and oversee the update of the plan according to schedule. This body will continue to operate under the ground rules established at its inception.	All	DEM to be lead coordinating agency with support from the SCNHMP Planning Partners	No impact on existing funding	Short-term	All
CW-8: All planning partners that committed to the update effort will formally adopt this plan once pre-adoption approval has been granted by Washington Emergency Management and FEMA Region X. Additionally; each planning partner will adhere to the plan maintenance protocol identified chapter 7 of the plan. All actions under this initiative will be coordinated by DEM	All	DEM	To be funded under existing programs for all planning partners	Short-term	All

a. Short term = 1 to 5 years; Long term= 5 years or greater

IMPLEMENTATION

Full implementation of the recommendations of this plan will require time and resources. Specific recommendations and plan review protocols are provided to evaluate changes in vulnerability and action plan prioritization after the plan is adopted. The true measure of the plan’s success will be its ability to adapt to the changing climate of hazard mitigation. Funding resources are always evolving, as are state and federal mandates. Snohomish County and its planning partners have a long-standing tradition of proactive response to issues that may impact local citizens. Each local government will assume responsibility for adopting the recommendations of this plan and committing resources toward implementation. The framework established by this plan identifies a strategy that maximizes the potential for implementation based on available and potential resources. It commits all planning partners to pursue initiatives when the benefits of a project exceed its costs. The planning partnership developed this plan with extensive public input, and public support of the actions identified in this plan will help ensure the plan’s success.

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Resolution Accepting Donation from Harv and Janet Jubie for Youth Basketball Scholarship Program	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Resolution	
BUDGET CODE:	AMOUNT:

SUMMARY:

Harv and Janet Jubie have contributed \$1,000.00 to the Youth Basketball Scholarship Program to assist in funding basketball registration fees to youths in need. Mr. and Mrs. Jubie initiated this scholarship program in 2006 and continue to provide support to this and many other community programs for our community.

The supporting Resolution is provide to accept the donation for their intended use and recognize the Jubie family for their philanthropy.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Resolution accepting the gift of \$1,000 from Harv and Janet Jubie for use in the city's youth basketball scholarship program.</p>
--

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

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

WHEREAS, Harv and Janet Jubie of Marysville has made a gift of one thousand dollars (\$1,000.00) towards the Marysville Parks Department youth basketball program; and

WHEREAS, said gift was provided by the Harv and Janet Jubie for the purpose of providing scholarship opportunities to those who cannot afford to pay for participation in the league, said scholarships to be awarded according to eligibility requirements and an application form to be adopted by separate resolution of the City Council; and

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

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

The City of Marysville hereby gratefully accepts the gift from Harv and Janet Jubie subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2010.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney