

## **Marysville City Council Work Session**

**March 21, 2011**

**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 March 7, 2011 City Council Work Session Minutes.
2. Approval of March 14, 2011 City Council Meeting Minutes.

### **Consent**

3. Approval of March 16, 2011 Claims in the Amount of \$380,129.17; Paid by Check Number's 68875 through 69051.
4. Approval of March 23, 2011 Claims.
5. Approval of March 18, 2011 Payroll.

### **Review Bids**

6. Award the 2011 Zone Boundary Modification Project.

### **Public Hearings**

### **New Business**

7. Limited Contract for Event Registration Services with the Lakewood Sports Booster Club (LBSC).
8. Professional Services Agreement with Kennedy/Jenks Consultants for Professional Services on the Crown Pacific site Brownfields Cleanup.
9. Memorandum of Understanding between Tulalip Tribes and City of Marysville Regarding an Easement through Ebey Slough Tidal Lands.

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **Call on Councilmembers**

## Marysville City Council Work Session

March 21, 2011

7:00 p.m.

City Hall

### 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 the City Clerk's Office 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 March 28, 2011 City Council meeting.***

**Work Session**  
*March 7, 2011*

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, and Donna Wright

**Absent:** Jeff Vaughan

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Recording Secretary Laurie Hugdahl.

CAO Hirashima reported that Councilmember Vaughan had emailed requesting an excused absence due to work.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to excuse the absence of Councilmember Vaughan. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember Seibert reported that they had a wonderful Public Works tour on Friday. Councilmember Stevens concurred that it was beneficial to see the projects firsthand.

**Presentations**

**Discussion Items**

**Approval of Minutes** (Written Comments only Accepted from Audience)

1. Approval of February 28, 2011 City Council Meeting Minutes.

## **Consent**

2. Approval of March 2, 2011 Claims.
3. Approval of March 9, 2011 Claims.
4. Approval of March 4, 2011 Payroll.

## **Review Bids**

## **Public Hearings**

## **New Business**

5. Renewal Lease Agreement and Contract for Caretaker Services with Jeffrey and Karen Pickard for Deering Wildflower Acres Park.

Director Ballew stated that the caretakers have been there since 2001 and they love it. They are doing a fabulous job and would like to stay. There are no changes to any of the conditions or values associated with the contract.

6. An Ordinance of the City of Marysville, Washington Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Constructing a Pedestrian and Bicycle Trail and Associated Improvements.

Director Ballew stated that this is a Condemnation Ordinance pertaining to a piece of property that the City needs to acquire which is currently bank-owned. He reviewed the history of this property. Director Kevin Nielsen distributed a map to the Council showing the area. The Condemnation Ordinance has been prepared in an effort to get this under our permit window. Staff expects to begin construction as soon as possible and it may be available for use by summer. This is the last section necessary for the Bayview Ridge Trail Alignment. Director Nielsen added that they got comments back from fisheries that they want a fish-friendly culvert. The City has decided to build a small pedestrian bridge.

Councilmember Rasmussen asked what the trail would do at Grove Street. Director Ballew stated that they would delineate it. There are already curb cuts there, but eventually they would like to do what they have done at the golf course.

Councilmember Soriano stated that this is exciting news as the neighbors inquire regularly about this.

7. A Resolution of the City of Marysville for the Acceptance of a \$1,000.00 Gift Subject to Conditions.

Director Ballew reported that the Marysville Noon Rotary and Steve Fulton from State Farm Insurance are sponsoring the Easter Egg Hunt this year.

Councilmember Rasmussen asked Director Ballew to bring a card next week so all of the Council can sign it. Director Ballew indicated he would do that.

## Legal

### Mayor's Business

Mayor Nehring:

- Expressed appreciation to staff for their work on the 88<sup>th</sup> Street Master Plan meeting last week. It was very well done.
- He asked Jim Ballew about the possibility of opening up Deering Wildflower Park more to the public. Director Ballew explained that they are going to talk about that issue on Wednesday night. He reviewed the history of this donated property. It has been treated as a conservation area with limited access and limited hours. The City would like to look at the idea of opening the park daily for more consistency. Councilmember Wright asked if the caretakers are aware of this. Director Nielsen stated that they are aware and are supportive of the idea. Councilmember Seibert noted that this is similar to the concept of the Mother Nature's Window property. Councilmember Wright noted that there are unlimited educational opportunities in that park.

### Staff Business

Sandy Langdon had no comments.

Kevin Nielsen:

- He is still trying to get the number for what it costs Everett to get their water.
- He reported that the total cost for the last snow event was \$43,000. The budgeted amount for the year is \$70,000, but they still have October, November, and December left.
- Public Works Committee meeting was set for April 1.
- Boys and Girls Club's lights should be in next week.
- Library restrooms will be completed tomorrow.
- Staff is very busy with program implementation since they are not as busy with agenda items.

Jim Ballew reported that the irrigation project for Strawberry Fields came in \$8,000 under budget. Work will be starting on that in the next few weeks. He commended Mike who did a great job with the specs.

Grant Weed:

- Asked to add an agreement for legal services with Perkins Coie in the packet for next week.
- Next week will be a time to spend some time in Executive Session updating Council about a handful of real estate matters and about the hearing before the Pollution Control Hearings Board related to Cedar Grove.

Gloria Hirashima:

- She distributed to Council a copy of city priorities and legislative district maps that they handed out to legislators when they were in Olympia.
- This week staff has been busy preparing for labor arbitration which should be concluded this week.

## **Call on Councilmembers**

Carmen Rasmussen:

- She commended Jim Ballew and Parks staff for the work they have done locating sponsors for different events and programs. She asked Director Ballew to pass on Council's appreciation to his staff for their hard work.
- Deering Wildflower Park is a wonderful asset to the community and she is excited about the trail. She loves to take out-of-town guests there when they are in town during the park's limited hours. She suggested that there might be a class at the high school that could make use of the research facility. Director Ballew explained that some of the local programs have used the facility.

Michael Stevens commented that on the Public Works tour when they drove north on Smokey Pt. Blvd. it was obvious when they drove out of Marysville because of the change in the cleanliness of the road following the snow event. He commended Public Works for their promptness in removing the sand.

Lee Phillips thanked Council for the excused absence last week.

Donna Wright thought that Chris Holland did an excellent job on the 88<sup>th</sup> Street open house. It was good to see the interest and the participation from the community.

John Soriano echoed Donna Wright's comments about the 88<sup>th</sup> Street open house. People who attended were very well informed and had good questions.

Jeff Seibert:

- He recalled Jennings Park in its earlier days when he and his family used to walk through the woods. It will be nice when they can use Deering Park and experience the deeper woods more often.
- He commented on an interesting report about coffee in the news. Due to climate change, Costa Rica has had to move their trees up 1000 feet because the older coffee trees are not able to survive with the climate that is now there. They expect that this will drive up the price of coffee.

- There was discussion about the high gas prices and the impact of that on the City's budgets.

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 7:35 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Presentations</b>	
Snohomish County Tourism Bureau Annual Report Presentation	Presented
Citizen Commendation -Brie Stewart	Presented
<b>Approval of Minutes</b>	
Approval of February 28, 2011 City Council Meeting Minutes	Approved
Approval of the February 16, 2011 Special Meeting Minutes	Approved
<b>Consent Agenda</b>	
Approval of March 2, 2011 Claims in the Amount of \$1,351,377.58; Paid by Check Number's 68593 through 68747.	Approved
Approval of March 9, 2011 Claims in the Amount of \$327,289.87; Paid by Check Number's 68748 through 68874.	Approved
Approval of March 4, 2011 Payroll in the Amount of \$1,327,502.36; Paid by Check Number's 24011 through 24055 with Check Number 24009 Voided.	Approved
Authorize the Mayor to Sign the Renewal Lease Agreement and Contract for Caretaker Services with Jeffrey and Karen Pickard for Deering Wildflower Acres Park.	Approved
<b>New Business</b>	
An Ordinance of the City of Marysville, Washington Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Constructing a Pedestrian and Bicycle Trail and Associated Improvements.	Approved Ord. No. 2855
A Resolution of the City of Marysville for the Acceptance of a \$1,000.00 Gift Subject to Conditions.	Approved Res. No. 2300
<b>Legal</b>	
Authorize Mayor to Sign Special Counsel Agreement for Legal Services between City of Marysville and Perkins Coie LLP.	Approved
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:15



**Regular Meeting**  
March 14, 2011

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. David Carnes of Cross Connections Ministries gave the invocation.

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan, and Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Chief Information Officer Doug Buell, Recording Secretary Laurie Hugdahl.

**Committee Reports**

Councilmember Rasmussen reported on the March 9 Parks and Recreation Advisory Board meeting where the following items were discussed:

- Director Ballew has been working on a Parks and Recreation survey as part of the 2012-2017 Parks and Recreation Comprehensive Plan process. The Board had input into the content of the survey and the items that will be measured. Councilmember Rasmussen invited Council to review a copy of the draft survey. This will be discussed at Marysville University on May 18 as well.
- The Board approved elimination of the 24-hour waiting period for reservations.
- The Board approved a request to modify the hours for Deering Wildflower Acres Park to match the rest of the parks in the City.
- Councilmember Rasmussen distributed two thank you cards, one to Marysville noon rotary for their donation for the Easter Egg Hunt and one to the

Soroptimists' Club for helping with installation of Wi-Fi at the community center and helped with funds to provide handicap-accessible swings at some of our parks.

- Waste Management is sponsoring concerts and movies this year. The Venture Church is sponsoring swim nights. She expressed appreciation for organizations in the community who are actively supporting the efforts of Parks and Recreation Department.
- Healthy Communities Challenge Day is June 4.
- Parks Maintenance staff are inspecting and repairing playgrounds. Restrooms should be opened this week. Irrigation at Strawberry Fields should be completed this week. Softball fields at the high school have been prepared and will be ready for tournaments.
- The online registration process has been phenomenally successful. At least 1/3 of the reservations are coming in online.
- Soccer registration is done.
- Spring and summer class listings are already online.
- Councilmember Rasmussen expressed appreciation to Parks staff for having programs that generate revenue, for improving efficiencies, and expanding classes and programs.

Councilmember Vaughan reported on the Graffiti Task Force meeting held March 3 where the following items were discussed:

- There was discussion about the use of volunteers in the community to clean up graffiti via a community clean-up event three times a year. A sub-committee was put together to explore opportunities to do this.
- There was a report about the work that the MVPs are doing with the police. Neighborhood Watch programs are expanding. There are 12 to 15 active Neighborhood Watch groups in the city. The Task Force discussed how to involve these groups in graffiti deterrent and possibly graffiti clean-up.
- SRO and school personnel assisted in the arrest of a 17-year old at one of the high schools who was a prolific tagger. Councilmember Vaughan expressed appreciation for the work of the Police department on this.
- Mayor Nehring added that Community Transit will be testing three different types of glass covering in an effort to thwart etching of glass at CT stops.

## Presentations

### A. Snohomish County Tourism Bureau Annual Report Presentation

Amy Spain gave a PowerPoint presentation (distributed to Council) on the Snohomish County Tourism Bureau 2010 Annual Report. Highlights included the following:

- Tourism in Snohomish County decreased 4.4% for a total economic impact of \$797.6 million.
- Generated 14,927 requests for information from ads.
- 470,949 web visitors; up 9.5% over 2009.

- Visitors to SCTB visitor centers decreased about 3% over 2009. Visitation countywide was down about 6%.
- Achieved \$387,608 of media coverage – up 177.9%
- Off-season discount program (aimed at the Canadian traveler) bookings were down considerably.
- 10,270 tentative and definite group room nights were booked representing \$15.1 million in economic impact.
- Hotels saw an increase in RevPar of 1.9%
- Hotel motel tax collections were 3.5%.

## Discussion:

Councilmember Wright thanked Ms. Spain for her hard work. She noted that for the convention and tour group sales and service Ms. Spain mentioned all of the communities around Marysville, but not Marysville. Ms. Spain explained that often the itineraries are fulfilling the specific requests of the tour groups and for 2010 they didn't get a chance to visit Marysville.

An audience member commented that there were no references to Tulalip Inn or the reservation. He asked if these figures and calculations include the activities of the Tribes. Ms. Spain said she doesn't keep track of the Tulalip Tribes Resort because they do not contribute their numbers to the Smith Travel Research which is where the Snohomish County Tourism Bureau gets their numbers for hotel occupancies and average rates. She noted that they do work closely with the Tribes and they are now a financial partner of the Tourism Bureau.

## B. Citizen Commendation -Brie Stewart

Mayor Nehring reviewed Ms. Stewart's response to a crime in process and expressed appreciation for her actions and bravery.

## **Audience Participation - None**

## **Approval of Minutes**

1. Approval of February 28, 2011 City Council Meeting Minutes.

Councilmember Phillips noted that he would be abstaining since he was not present.

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

Approval of the February 16, 2011 Special Meeting Minutes

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve the minutes as presented. **Motion** passed unanimously (4-0) with Councilmembers Rasmussen, Soriano, and Wright abstaining.

## Consent

2. Approval of March 2, 2011 Claims in the Amount of \$1,351,377.58; Paid by Check Number's 68593 through 68747.
3. Approval of March 9, 2011 Claims in the Amount of \$327,289.87; Paid by Check Number's 68748 through 68874.
4. Approval of March 4, 2011 Payroll in the Amount of \$1,327,502.36; Paid by Check Number's 24011 through 24055 with Check Number 24009 Voided.
5. Authorize the Mayor to Sign the Renewal Lease Agreement and Contract for Caretaker Services with Jeffrey and Karen Pickard for Deering Wildflower Acres Park.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve Consent Agenda items 2, 3, 4, and 5. **Motion** passed unanimously (7-0).

## Review Bids

## Public Hearings

## New Business

6. An Ordinance of the City of Marysville, Washington Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Constructing a Pedestrian and Bicycle Trail and Associated Improvements.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Soriano, to approve Ordinance No. 2855. **Motion** passed unanimously (7-0).

7. A Resolution of the City of Marysville for the Acceptance of a \$1,000.00 Gift Subject to Conditions.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to approve Resolution No. 2300. **Motion** passed unanimously (7-0).

## Legal

8. Special Counsel Agreement for Legal Services between City of Marysville and Perkins Coie LLP.

City Attorney Weed explained the purpose of this agreement for special legal counsel regarding the Cedar Grove Compost matter.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to authorize the Mayor to sign the Special Counsel Agreement for Legal Services between City of Marysville and Perkins Coie LLP. **Motion** passed unanimously (7-0).

## Mayor's Business

Mayor Nehring:

- Thanked the Fire department, Community Development department, and also the Fire Marshal department for Smoke Alarm Saturday.
- At the SERS Board Meeting last Friday they formalized a policy establishing a 10% reserve and also formalized a single-source purchasing policy.
- Staff scheduled a meeting with representatives from Wal-Mart and the Rock Creek HOA which was very successful. A lot of the HOA's questions were answered and they left the meeting satisfied with the outcome. One concern they might still have is the tire shop, however they were relieved at Wal-Mart's efforts.
- He commended the Parks staff on another great basketball season.

## Staff Business

Kevin Nielsen commented that as a result of the tremendous amount of rain there are a lot of stormwater issues. He discussed some lessons learned from the recent disaster in Japan. He stated the importance of tabletop exercises, but also stressed the importance of citizens being prepared to be on their own for some amount of time in the event of a catastrophe.

Chief Smith:

- The Emergency Management Plan is complete and will be coming to Council soon.
- He agreed with Director Nielsen that emergency preparedness is a huge deal for both government and citizens.
- Crime stats were down overall for the City. He credited redeployment with this success.
- Overtime expenditures are down as well. Sergeants are doing an outstanding job looking at what can be done to reduce costs.
- He referred to a domestic violence situation last week and highlighted Sgt. Larry Buell, Sgt. Deryck McLeod, and Lt. Goldman for their excellent work on this case.
- The NITE team served four search warrants during the week, removed a lot of drugs off the street, and arrested a lot of people.
- He highlighted Commander Krusey, Commander Lamoureux, Lt. Rasmussen, Lt. Goldman, and Lt. Wade for the great job that they do making sure we are listening to what our folks are doing as well as providing important leadership and direction for the department. He also commended Bob Dolhanyk for doing a wonderful job as well.

Jim Ballew:

- Basketball has come to a close. Soccer begins tomorrow.
- He commended Dave Hall who did a great job with the basketball program.
- They received word from the Tulalips that they are signing the MOU for the bridge.
- There are some park closures up north due to soil saturation. The off-leash dog park and part of Strawberry Fields are also closed.
- Deering Wildflower Acres Parks' hours will change on April 1. The Park Board agreed unanimously with Council on that.
- Land Water Conservation Fund passed yesterday which is good news for funding.

Sandy Langdon reminded the Council that there would be a Finance Committee this Wednesday.

Grant Weed said he would be bringing several discussion items to Council regarding some tools and policy decisions they might consider implementing.

Gloria Hirashima:

- Regarding emergency preparedness, the CERT course (Community Emergency Response Team) will begin at the end of the month. This is a great opportunity for citizens to get trained in emergency response. The city is a co-sponsor of that. This is a 7-week training that begins in March.
- The arbitration hearing on the DOC issue was last week. We are still awaiting the response.

## **Call on Councilmembers**

Carmen Rasmussen:

- She reported that the Parks department and the golf course are working on possibly having a night golfing opportunity.
- Relay for Life was interested in knowing if the Council is putting together a team. Mayor Nehring said there is an active city employees' team and encouraged others to sign up as well.
- She commented that the disaster in Japan is a wake-up call and a tremendous tragedy.

Lee Phillips said he may be able to attend the Finance Committee meeting, but it is unlikely due to his work schedule. He concurred with CAO Hirashima about the CERT training and the importance for citizens to be prepared.

John Soriano acknowledged the amount of work that Bob Dolhanyk has done on the Emergency Management Plan.

Michael Stevens had no comments.

Jeff Vaughan thanked the Council for excusing his absence last week.

Donna Wright said she attended a large gathering of senior citizens where Sgt. McLeod gave a good presentation on how to avoid getting scammed. There will be a free pancake breakfast on Wed from 8 to 9:30 and they will be discussing fall prevention.

Jeff Seibert commented on a letter to the editor with positive comments about the handling of the roads in the snow. He asked staff for the name of someone who does presentations on emergency preparedness. Director Nielsen said he would forward a name to him.

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:15 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor  
Jon Nehring

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 28, 2011**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **March 16, 2011** claims in the amount of **\$380,129.17** paid by **Check No.'s 68875 through 69051**.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-3**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$380,129.17 PAID BY CHECK NO.'S 68875 THROUGH 69051** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

3/11/11  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **16TH DAY OF MARCH 2011.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/11/2011 TO 3/16/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68875	REVENUE, DEPT OF	SALES & USE TAXES - FEB. 2011	CITY CLERK	0.23
	REVENUE, DEPT OF		INFORMATION SERVICES	1.43
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	2.42
	REVENUE, DEPT OF		POLICE ADMINISTRATION	13.74
	REVENUE, DEPT OF		GOLF COURSE	15.45
	REVENUE, DEPT OF		ER&R	64.04
	REVENUE, DEPT OF		PRO-SHOP	127.65
	REVENUE, DEPT OF		CITY STREETS	179.40
	REVENUE, DEPT OF		GENERAL FUND	184.20
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,481.33
	REVENUE, DEPT OF		GOLF COURSE	2,351.14
	REVENUE, DEPT OF		STORM DRAINAGE	6,034.74
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	25,137.78
	REVENUE, DEPT OF		UTIL ADMIN	48,942.61
68876	ACCURINT	BACKGROUND INVESTIGATIONS	POLICE ADMINISTRATION	99.69
68877	ACE ACME SEPTIC SVC	PORTABLE TOILET RENTAL	WATER RESERVOIRS	90.00
68878	ADKINS, HELEN M.	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.33
68879	ADVANTAGE BUILDING S	EXTRA CLEANING HOURS-KBCC	RECREATION SERVICES	100.00
68880	ALFYS PIZZA	PIZZA'S FOR PARKS STAFF	RECREATION SERVICES	47.21
68881	ALLEN, DAVID	REFUND	PARKS-RECREATION	60.00
68882	ALLIED EMPLOYERS	MEMBERSHIP DUES/PENSION-MARCH	PERSONNEL ADMINISTRATIO	2,426.13
68883	AMERICAN CLEANERS	DRY CLEANING SERVICES	POLICE PATROL	4.34
	AMERICAN CLEANERS		OFFICE OPERATIONS	30.40
	AMERICAN CLEANERS		POLICE ADMINISTRATION	60.74
	AMERICAN CLEANERS		DETENTION & CORRECTION	70.60
	AMERICAN CLEANERS		POLICE INVESTIGATION	148.46
68884	AMERICAN TAXI SERVIC	REFUND BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	40.00
68885	ANDERTON, MIKE	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.16
68886	ANDES LAND SURVEY	PROFESSIONAL SERVICES	GMA - STREET	350.00
68887	ARIES, EVELYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.32
68888	ASPEN, MICHAEL	INSTRUCTOR SERVICES	RECREATION SERVICES	126.00
68889	ASSOCIATED BAG	SUPPLIES	GENERAL FUND	-85.67
	ASSOCIATED BAG		DETENTION & CORRECTION	1,081.75
68890	BABCOCK, JOSEPHINE S	INSTRUCTOR SERVICES	RECREATION SERVICES	415.80
68891	BALCEDA, JANET	CLASS REFUND	PARKS-RECREATION	86.40
68892	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	COMPUTER SERVICES	105.60
68893	BAXTER, JOANN	REFUND RENTAL DEPOSIT	GENERAL FUND	200.00
68894	BELMARK PROPERTY MNG	GEDDES MARINA MANAGEMENT-02/11	STORM DRAINAGE	2,085.00
	BELMARK PROPERTY MNG	GEDDES MARINA MANAGEMENT-01/11	STORM DRAINAGE	3,818.75
68895	BICKFORD FORD	FRONT BRAKE PAD SET	ER&R	140.70
	BICKFORD FORD	COOLING FAN-#P134	EQUIPMENT RENTAL	218.21
68896	BOB BARKER COMPANY	CREDIT	DETENTION & CORRECTION	-112.73
	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	773.53
68897	BONNELL, ELLEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.80
68898	BOTHELL MUNICIPAL	BAIL POSTED	GENERAL FUND	2,100.00
68899	BRINKS INC	ARMORED TRUCK SERVICE	GOLF ADMINISTRATION	97.23
	BRINKS INC		UTIL ADMIN	171.74
	BRINKS INC		COMMUNITY DEVELOPMENT-	171.75
	BRINKS INC		POLICE ADMINISTRATION	317.68
	BRINKS INC		UTILITY BILLING	317.68
	BRINKS INC		MUNICIPAL COURTS	317.68
68900	BRK MANAGEMENT SRVCS	EHM - JANUARY 2011	DETENTION & CORRECTION	1,501.50
68901	BROWER, MARY	CLASS REFUND	PARKS-RECREATION	54.00
68902	BUILDING SPECIALTIES	FLAT WHITE SPRAY PAINT	UTIL ADMIN	60.82
68903	BUMGARNER, FRANCES	UTILITY TAX REBATE	UTIL ADMIN	35.51
	BUMGARNER, FRANCES		NON-DEPARTMENTAL	37.61
	BUMGARNER, FRANCES		UTIL ADMIN	120.56

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/11/2011 TO 3/16/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68904	CAPTAIN DIZZYS EXXON	CAR WASHES	ANIMAL CONTROL	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	171.00
68905	CARRS ACE	SUPPLIES	WASTE WATER TREATMENT	11.92
	CARRS ACE	SUPPLIES FOR MOSS CONTROL	SEWER LIFT STATION	48.29
68906	CDW GOVERNMENT INC	CAMERA FOR COURTS	POLICE ADMINISTRATION	446.11
68907	CEMEX	CLASS B ASPHALT	STORM DRAINAGE	352.24
68908	CHAMPION BOLT	HEAT SHRINK TUBING	STORM DRAINAGE	16.83
	CHAMPION BOLT		SEWER MAIN COLLECTION	16.84
	CHAMPION BOLT		SEWER MAIN COLLECTION	67.33
	CHAMPION BOLT		STORM DRAINAGE	67.34
68909	CHAVEZ, KAY	UTILITY TAX REBATE	UTIL ADMIN	35.51
	CHAVEZ, KAY		UTIL ADMIN	120.56
68910	CITIES & TOWNS	AWC LEGISLATIVE RECEPTION	EXECUTIVE ADMIN	60.00
	CITIES & TOWNS		CITY COUNCIL	60.00
68911	CODE PUBLISHING	MMC ORD ALERT, 2852	CITY CLERK	71.18
	CODE PUBLISHING	MMC ELECTRONIC UPDATE	CITY CLERK	291.82
68912	COFFMAN, CINDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.65
	COFFMAN, CINDY		UTIL ADMIN	35.51
	COFFMAN, CINDY		UTIL ADMIN	120.56
68913	CORPORATE OFFICE SPL	WIPES	ER&R	94.43
68914	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,163.40
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,407.25
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,424.40
68915	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	18.44
68916	CRIMINAL JUSTICE	TRAINING-STRICKLAND	TRIBAL GAMING-GENL	350.00
68917	CRISTIANO'S	MEAL REIMBURSEMENT	PERSONNEL ADMINISTRATIO	7.15
	CRISTIANO'S		PERSONNEL ADMINISTRATIO	7.80
	CRISTIANO'S		PERSONNEL ADMINISTRATIO	9.25
	CRISTIANO'S		EXECUTIVE ADMIN	9.36
	CRISTIANO'S		PARK & RECREATION FAC	9.36
	CRISTIANO'S		PERSONNEL ADMINISTRATIO	9.60
	CRISTIANO'S		PARK & RECREATION FAC	10.30
	CRISTIANO'S		PARK & RECREATION FAC	14.34
	CRISTIANO'S		EXECUTIVE ADMIN	14.35
	CRISTIANO'S		PARK & RECREATION FAC	15.55
	CRISTIANO'S		EXECUTIVE ADMIN	21.86
	CRISTIANO'S		EXECUTIVE ADMIN	23.35
68918	DAMBACHER, KARLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	75.44
68919	DB SECURE SHRED	SHREDDING SERVICES	CITY CLERK	7.31
	DB SECURE SHRED		FINANCE-GENL	7.32
	DB SECURE SHRED		UTILITY BILLING	7.32
	DB SECURE SHRED		EXECUTIVE ADMIN	9.56
	DB SECURE SHRED		LEGAL - PROSECUTION	9.57
	DB SECURE SHRED		PERSONNEL ADMINISTRATIO	19.13
	DB SECURE SHRED		POLICE INVESTIGATION	36.68
	DB SECURE SHRED		POLICE PATROL	36.68
	DB SECURE SHRED		DETENTION & CORRECTION	36.68
	DB SECURE SHRED		OFFICE OPERATIONS	36.68
	DB SECURE SHRED		POLICE ADMINISTRATION	36.70
68920	DEMIGLIO, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.20
	DEMIGLIO, KATHLEEN		UTIL ADMIN	35.51
	DEMIGLIO, KATHLEEN		UTIL ADMIN	120.56
68921	DICKS TOWING	TOWING EXPENSE - FORD FOCUS	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MPD11-01239	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MPD11-1205	POLICE PATROL	43.44
68922	DIVERSINT	COURTS PRINTER PARTS	COMPUTER SERVICES	30.19
68923	DRUG BUY FUND	DRUG FUND REIMBURSEMENT	POLICE PATROL	1,500.00

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68924	E&E LUMBER	WRENCH KIT-MILL BLDG	MAINT OF GENL PLANT	8.68
	E&E LUMBER	120V ELEMENT-MILL BLDG	MAINT OF GENL PLANT	11.72
	E&E LUMBER	SUPPLIES	COMPUTER SERVICES	12.32
	E&E LUMBER		WASTE WATER TREATMENT	23.43
	E&E LUMBER	DISHWASHER PARTS-MILL BLDG	MAINT OF GENL PLANT	24.20
	E&E LUMBER	VINYL HOSE-MILL BLDG	MAINT OF GENL PLANT	27.14
	E&E LUMBER	MISC. FASTNERS	PUMPING PLANT	36.29
	E&E LUMBER	SAW BLADE,FINISH NAILS,SCREWS	PUMPING PLANT	69.44
	E&E LUMBER	MISC. PAINT SUPPLIES	WATER RESERVOIRS	120.01
68925	EAGLE FENCE	MATERIAL/LABOR-PSB IMPOUND	PUBLIC SAFETY FAC-GENL	1,656.15
68926	EASON, CHRISTINA	REFUND	PARKS-RECREATION	60.00
68927	ECOLOGY, DEPT. OF	WW NPDES PERMIT FEES-2ND 1/2 2	UTIL ADMIN	18,029.44
68928	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
68929	ELLIS, JOSEPHINE M	UTILITY TAX REBATE	NON-DEPARTMENTAL	93.41
68930	EMPLOYMENT SECURITY	EMPLOYMENT CHECKS	POLICE PATROL	9.50
68931	ENVIRONMENTAL RES	MISC. TESTING FOR WWTP	WASTE WATER TREATMENT	417.39
68932	ERDLER, LINNIE	UTILITY TAX REBATE	UTIL ADMIN	35.51
	ERDLER, LINNIE		NON-DEPARTMENTAL	37.79
	ERDLER, LINNIE		UTIL ADMIN	120.56
68933	EVERGREEN DISTRICT	BAIL POSTED	GENERAL FUND	550.00
68934	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
68935	FIRE PROTECTION,INC	CREDIT	LIBRARY-GENL	-701.79
	FIRE PROTECTION,INC	FIRE ALARM/SECURITY MONITORING	LIBRARY-GENL	733.50
68936	FITCH, RAEDEENE	CLASS REFUND	PARKS-RECREATION	59.00
68937	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	2,185.05
68938	FULLERTON & ASSOCIAT	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	715.00
68939	GADWAY, ELSIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.89
68940	GEBREHIWOT, NEGASI	REFUND-OVERPAYMENT	GENL FUND BUS LIC & PERMI	20.00
68941	GOVCONNECTION INC	MISC. PERIPHERALS	COMPUTER SERVICES	27.47
	GOVCONNECTION INC		COMPUTER SERVICES	72.74
68942	GRAYBAR ELECTRIC CO	ELECTRICAL LIGHTING & TAPE	LIBRARY-GENL	261.25
68943	HANSEL, BILLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	93.05
68944	HANSON, LORNA		NON-DEPARTMENTAL	92.03
68945	HAYS, MARSHA		UTIL ADMIN	35.51
	HAYS, MARSHA		NON-DEPARTMENTAL	45.44
	HAYS, MARSHA		UTIL ADMIN	120.56
68946	HD FOWLER COMPANY	4" COUPLING	MAINTENANCE	7.13
	HD FOWLER COMPANY	ANGLE METER VALVES (7)	WATER CAPITAL PROJECTS	338.60
	HD FOWLER COMPANY	SHOVELS & MISC. HANDLES	ER&R	376.43
68947	HEBERT, MEYNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	35.86
68948	HOME DEPOT	MISC. OFFICE SUPPLIES	COMPUTER SERVICES	9.50
68949	INFORMATION SERVICES	TELECOMMUNICATIONS	OFFICE OPERATIONS	1,121.80
68950	IRON MOUNTAIN	4X8" ROCK	STORM DRAINAGE	351.06
	IRON MOUNTAIN	1 1/4" MINUS & 4X8" ROCK	STORM DRAINAGE	449.08
38951	JAEGER, HENRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	60.83
38952	JDS INC	REPLACE DOOR CLOSER-PSB	PUBLIC SAFETY FAC-GENL	273.24
38953	JENSEN, LAVONNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.08
38954	JERMYN, JAY		NON-DEPARTMENTAL	38.75
38955	JERMYN, TERRANCE		NON-DEPARTMENTAL	17.38
38956	KEATOR, ROBERT	CLASS REFUND	PARKS-RECREATION	60.00
38957	KENWORTH NORTHWEST	CREDIT	ER&R	-7.62
	KENWORTH NORTHWEST	MUD FLAPS & DIESEL FUEL ADDITI	ER&R	128.59
	KENWORTH NORTHWEST	AIR COMPRESSOR REBUILD KIT	EQUIPMENT RENTAL	129.87
38958	KINGSFORD, ANDREA	SUPPLY REIMBURSEMENT	RECREATION SERVICES	79.59

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68959	LA CASSE, DARLINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.19
68960	LAMPTON, KATHLEEN		NON-DEPARTMENTAL	25.92
68961	LICENSING, DEPT OF	AUSTIN, CLYDE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BUTTRUM, MEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FLEMING, RICHARD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GREGORY, HEATHER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUFFMAN, TRACY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PENNINGTON, PAUL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SIGMAN, MICHAEL (RENEWAL)	GENERAL FUND	18.00
68962	LOVE, PATRICIA GAIL	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.81
68963	LOWES HIW INC	ADAPTERS, BLANK COVER	WATER RESERVOIRS	16.66
	LOWES HIW INC	WORK LIGHTS, OUTDOOR CORD & LA	BUILDING MAINTENANCE	56.70
68964	LUCIER, LUCILLE	UTILITY TAX REBATE	NON-DEPARTMENTAL	23.13
	LUCIER, LUCILLE		UTIL ADMIN	35.51
	LUCIER, LUCILLE		UTIL ADMIN	120.56
68965	LYON, LEXIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
68966	LYONS, JULIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	73.15
68967	MARYSVILLE PRINTING	SUPPLIES	POLICE PATROL	41.69
	MARYSVILLE PRINTING	ENVELOPES	LEGAL - PROSECUTION	70.63
	MARYSVILLE PRINTING	SUPPLIES	DETENTION & CORRECTION	118.00
	MARYSVILLE PRINTING	WINDOW ENVELOPES	FINANCE-GENL	234.58
	MARYSVILLE PRINTING	SUPPLIES	POLICE PATROL	380.00
68968	MARYSVILLE, CITY OF	WATER-1050 COLUMBIA AVE	PARK & RECREATION FAC	33.43
	MARYSVILLE, CITY OF	4" FIRELINE-1049 STATE AVE	ADMIN FACILITIES	63.88
	MARYSVILLE, CITY OF	WTR/SWR-316 CEDAR AVE	PARK & RECREATION FAC	95.14
	MARYSVILLE, CITY OF	WTR/SWR-514 DELTA AVE	PARK & RECREATION FAC	95.14
	MARYSVILLE, CITY OF	WTR/SWR-1050 COLUMBIA AVE	PARK & RECREATION FAC	105.21
	MARYSVILLE, CITY OF	WTR/SWR-601 DELTA AVE	NON-DEPARTMENTAL	125.34
	MARYSVILLE, CITY OF	WTR/SWR-61 STATE AVE	PARK & RECREATION FAC	175.64
	MARYSVILLE, CITY OF	WTR/SWR-80 COLUMBIA AVE	MAINT OF GENL PLANT	176.72
	MARYSVILLE, CITY OF	YARD CONTAINER-80 COLUMBIA AVE	ROADWAY MAINTENANCE	575.00
	MARYSVILLE, CITY OF	WTR/SWR/YRD CONTAINER-1015 STA	COURT FACILITIES	636.10
	MARYSVILLE, CITY OF	WTR/SWR/YRD CONTAINER-1049 STA	ADMIN FACILITIES	704.76
	MARYSVILLE, CITY OF	WTR/SWR/YARD CONTAINER-1326 1S	STORM DRAINAGE	705.80
	MARYSVILLE, CITY OF	WTR/SWR/YARD CONTAINER-514 DEL	COMMUNITY CENTER	739.54
	MARYSVILLE, CITY OF	GARBAGE CART-80 COLUMBIA AVE	EQUIPMENT RENTAL	751.12
	MARYSVILLE, CITY OF	WTR/SWR/YRD CONTAINER-80 COLUM	MAINT OF GENL PLANT	1,220.66
	MARYSVILLE, CITY OF	WATER-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,542.06
	MARYSVILLE, CITY OF	WATER-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,789.25
68969	MASTER MARINE SERVIC	MISC. PARTS FOR #553	EQUIPMENT RENTAL	348.40
68970	MCFADDEN, SYLVIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.49
68971	MCKELVEY-BITTO, M		NON-DEPARTMENTAL	77.11
68972	MICROFLEX INC	TAX AUDIT PROGRAM-02/11	FINANCE-GENL	310.75
68973	MILLER AUTOMOTIVE	REFUND BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	50.00
68974	MISQUEZ, SAMUEL & SA	UTILITY TAX REBATE	NON-DEPARTMENTAL	87.33
68975	MIZELL, TARA	SUPPLY REIMBURSEMENT	RECREATION SERVICES	29.15
68976	MOTOR TRUCKS	PARTS FOR #J020	EQUIPMENT RENTAL	45.10
	MOTOR TRUCKS		EQUIPMENT RENTAL	65.56
68977	MYERS, BERNICE E.	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.44
68978	NELSON PETROLEUM	1/35 DURA-LITH	WASTE WATER TREATMENT	105.66
68979	NELSON, CHRISTINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	16.10
68980	NELSON, LOLA		NON-DEPARTMENTAL	24.72
	NELSON, LOLA		UTIL ADMIN	35.51
	NELSON, LOLA		UTIL ADMIN	120.56
68981	NICHOLS, JOYCE		NON-DEPARTMENTAL	33.41
	NICHOLS, JOYCE		UTIL ADMIN	35.51
	NICHOLS, JOYCE		UTIL ADMIN	120.56

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68982	NORTHEND TRUCK EQUIP	SNOW PLOW CUTTING EDGE	EQUIPMENT RENTAL	527.52
68983	NORTHWEST CASCADE	HONEY BUCKET RENTAL	PARK & RECREATION FAC	111.38
68984	NOYES, SIGNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	69.53
68985	NWPAC	ACCREDITATION DUES	POLICE ADMINISTRATION	100.00
68986	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	9.62
	OFFICE DEPOT		UTIL ADMIN	18.40
	OFFICE DEPOT		ENGR-GENL	18.40
	OFFICE DEPOT		UTIL ADMIN	41.80
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	41.81
	OFFICE DEPOT		OFFICE OPERATIONS	47.93
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	54.41
	OFFICE DEPOT		UTIL ADMIN	63.51
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	94.22
	OFFICE DEPOT		POLICE PATROL	140.00
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	168.50
	OFFICE DEPOT		POLICE PATROL	168.50
	OFFICE DEPOT		FINANCE-GENL	171.91
68987	OLSON, CHAENTEL	UTILITY TAX REBATE	NON-DEPARTMENTAL	15.91
68988	OTAK	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL P	345.20
68989	PACIFIC POWER BATTER	BATTERIES	ER&R	49.52
68990	PALMER, CANDIDA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
68991	PART WORKS INC, THE	O-RING SETS, COVERS	WATER CROSS CNTL	198.35
68992	PARTS STORE, THE	SPARK PLUGS	EQUIPMENT RENTAL	6.48
	PARTS STORE, THE	REAR BRAKE PAD SET	EQUIPMENT RENTAL	18.45
	PARTS STORE, THE	BALL JOINT-#P112	EQUIPMENT RENTAL	53.03
	PARTS STORE, THE	OXYGEN SENSOR	EQUIPMENT RENTAL	58.11
	PARTS STORE, THE	SEALS & BEARINGS	MAINTENANCE	85.75
	PARTS STORE, THE	MISC. FILTERS, LIGHTS, ETC.	ER&R	358.03
	PARTS STORE, THE	MIRROR ASSEMBLY	ER&R	459.25
68993	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	99.20
	PEACE OF MIND		CITY CLERK	124.00
68994	PEAVEY,LYNN COMPANY	SUPPLIES FOR EVIDENCE	POLICE PATROL	371.53
68995	PETERSON, RICHARD	UTILITY TAX REBATE	NON-DEPARTMENTAL	64.15
68996	PHILLIPS, PERCY		NON-DEPARTMENTAL	60.75
68997	POSTAL SERVICE	MAILING COSTS	EXECUTIVE ADMIN	3,685.33
68998	PUD	ACCT #2026-7070-9	STREET LIGHTING	44.53
	PUD	ACCT #2022-2076-0	MAINTENANCE	79.92
	PUD	ACCT #2008-0070-4	STREET LIGHTING	154.08
	PUD	ACCT #2008-1280-8	PUMPING PLANT	657.03
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	1,240.32
	PUD	ACCT #2016-3963-0	MAINTENANCE	2,346.93
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,082.47
	PUD		STREET LIGHTING	12,641.83
68999	PUGET SOUND SECURITY	KEYS	POLICE INVESTIGATION	12.80
69000	R&R PRODUCTS INC	ROLLER,BEARINGS & CLOCK	MAINTENANCE	376.63
69001	REID-BOLES, JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.08
69002	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	2,652.25
69003	ROODZANT, AUGUSTA	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.93
69004	ROTH, ALLAN		NON-DEPARTMENTAL	54.99
69005	ROY ROBINSON	DOOR HINGE-#538	EQUIPMENT RENTAL	55.52
69006	SAHIN, SARAH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69007	SCHARBACH, KELLI	CLASS REFUND	PARKS-RECREATION	59.00
39008	SCIENTIFIC SUPPLY	CLEAR PVC TUBING	WASTE WATER TREATMENT	76.78
39009	SCOTT, DOROTHY A.	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.61
39010	SEATTLE PUBLIC UTILI	GPS ANNUAL SUBSCRIBER BILLING	STORM DRAINAGE	1,900.00
39011	SENIOR SERVICES OF S	AD IN 2011-12 SENIOR SOURCE GU	COMMUNITY CENTER	95.00
39012	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	48.00

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69013	SHERIFF & POLICE	SCSPCA DUES-SMITH,R	POLICE ADMINISTRATION	35.00
69014	SMITH, KAREN L	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.06
69015	SNO CO ECON DEV COUN	MEETING	EXECUTIVE ADMIN	35.00
69016	SNO CO TREASURER	2011 PROPERTY TAXES	STORM DRAINAGE	10.86
	SNO CO TREASURER		PARK & RECREATION FAC	154.91
	SNO CO TREASURER		WASTE WATER TREATMENT	370.00
	SNO CO TREASURER		WATER RESERVOIRS	5,965.87
69017	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	850.37
69018	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	64,984.53
69019	SNYDER, HARRIETT	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.47
69020	SONITROL	SECURITY SERVICE-MARCH 2011	PUBLIC SAFETY FAC-GENL	93.00
	SONITROL		PARK & RECREATION FAC	122.00
	SONITROL		COMMUNITY CENTER	132.00
	SONITROL		WASTE WATER TREATMENT	232.33
	SONITROL		WATER FILTRATION PLANT	232.33
	SONITROL		ADMIN FACILITIES	308.00
	SONITROL		UTIL ADMIN	391.00
69021	SOUND PUBLISHING	LEGAL ADS	PARK & RECREATION FAC	40.41
	SOUND PUBLISHING		CITY CLERK	90.70
69022	SOUND SAFETY	REPLACEMENT JEANS-LYONS	SOLID WASTE OPERATIONS	31.12
	SOUND SAFETY	REPLACEMENT JEANS-BUELL,JOHN	UTIL ADMIN	144.96
69023	STATE PATROL	BACKGROUND CHECKS-02/11	PERSONNEL ADMINISTRATIO	170.00
69024	STEDMAN, SANDRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.90
69025	STEVENS, JODI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69026	STRATEGIES 360	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,750.00
	STRATEGIES 360		NON-DEPARTMENTAL	1,875.00
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,250.00
	STRATEGIES 360		UTIL ADMIN	3,375.00
69027	TEDFORD, RENEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
69028	THOMPSON, ELIZABETH	UTILITY TAX REBATE	NON-DEPARTMENTAL	9.53
69029	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE-CITY	ADMIN FACILITIES	182.85
	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE-PSB	PUBLIC SAFETY FAC-GENL	182.85
69030	TIDMORE FLAGS	CITY OF MARYSVILLE FLAGS	ER&R	-43.86
	TIDMORE FLAGS		ER&R	553.86
69031	TYLER TECHNOLOGIES	AP & PAYROLL CHECKS	FINANCE-GENL	472.73
69032	ULTRA ELECTRIC LLC	STREET LIGHT CIRCUIT REPAIR	STREET LIGHTING	426.80
69033	UNITED PARCEL SERVIC	SHIPPING EXPENSE	UTIL ADMIN	12.85
69034	UNITED PARCEL SERVIC		POLICE PATROL	32.73
69035	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION-02/11	UTILITY LOCATING	239.25
69036	VANSOEST, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.73
69037	VERIZON/FRONTIER	ACCT #109367558610	TRAFFIC CONTROL DEVICES	50.24
	VERIZON/FRONTIER	ACCT #107567892708	TRAFFIC CONTROL DEVICES	52.67
	VERIZON/FRONTIER	ACCT #POLE BLDG	POLICE PATROL	54.03
	VERIZON/FRONTIER	ACCT #106741103110	UTIL ADMIN	94.71
69038	VERIZON/FRONTIER	ACCT # 971967546-00001	TRIBAL GAMING-GENL	269.20
69039	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	571.50
	WA STATE TREASURER		GENERAL FUND	46,737.68
69040	WARD, JENNIFER	INSTRUCTOR SERVICES	COMMUNITY CENTER	189.00
69041	WATSON, IMOGENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.34
69042	WATSON-DALBEY, INA		UTIL ADMIN	35.51
	WATSON-DALBEY, INA		NON-DEPARTMENTAL	49.45
	WATSON-DALBEY, INA		UTIL ADMIN	120.56
39043	WEBB, CYNTHIA	CLASS REFUND	PARKS-RECREATION	59.00
39044	WEED GRAAFSTRA	LEGAL SERVICES-02/11	GMA - STREET	19.50
	WEED GRAAFSTRA	FORTEITURES - FEBRUARY 2011	POLICE INVESTIGATION	357.00
	WEED GRAAFSTRA	LEGAL SERVICES-02/11	LEGAL-GENL	1,458.00
	WEED GRAAFSTRA		UTIL ADMIN	1,738.50

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 3/11/2011 TO 3/16/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
69044	WEED GRAAFSTRA	LEGAL SERVICES-02/11	GMA - STREET	10,343.50
	WEED GRAAFSTRA		LEGAL-GENL	11,456.50
	WEED GRAAFSTRA		UTIL ADMIN	11,456.50
69045	WEILER, ARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	13.13
69046	WESTERN FACILITIES	SUPPLIES-JAIL	DETENTION & CORRECTION	1,056.37
69047	WESTERN PETERBILT	SEAT CUSHION	EQUIPMENT RENTAL	346.54
69048	WESTLUND, EVELYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	69.90
69049	WFOA	2011 MEMBERSHIP (3)	FINANCE-GENL	150.00
69050	WHATCOM COUNTY	BAIL POSTED	GENERAL FUND	500.00
69051	WILMOT, LESLEY & JOE	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.32
<b>WARRANT TOTAL:</b>				<b><u><u>380,129.17</u></u></b>

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

# CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: March 28, 2011**

AGENDA ITEM: Contract Award – 2011 Zone Boundary Modifications	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none"><li>• Certified Bid Tabulation</li><li>• Vicinity Map</li></ul>	
BUDGET CODE: 40220594.563000, W0402	AMOUNT: \$

### SUMMARY:

As a result of the City's intent to expand the North 240 Zone, thereby moving the water distribution boundary to the south and drawing upon City-owned sources rather than water purchased from the City of Everett, the 2011 Zone Boundary Modifications project is required to provide adequate pressures to the area shown in the attached vicinity map. Due to the topography, this area cannot serve off of the expansion of the North 240 Zone. Therefore, the proposed water system improvements will isolate this area so it will remain in the North 260 Zone.

The improvements include the construction of 1,050 feet of water main on 67<sup>th</sup> Ave NE from 101<sup>st</sup> Pl NE to 105<sup>th</sup> St NE, construction of a pressure reducing valve station (PRV) on City owned property at 6605 100<sup>th</sup> St NE including 270 feet of water main, and construction of two check valves.

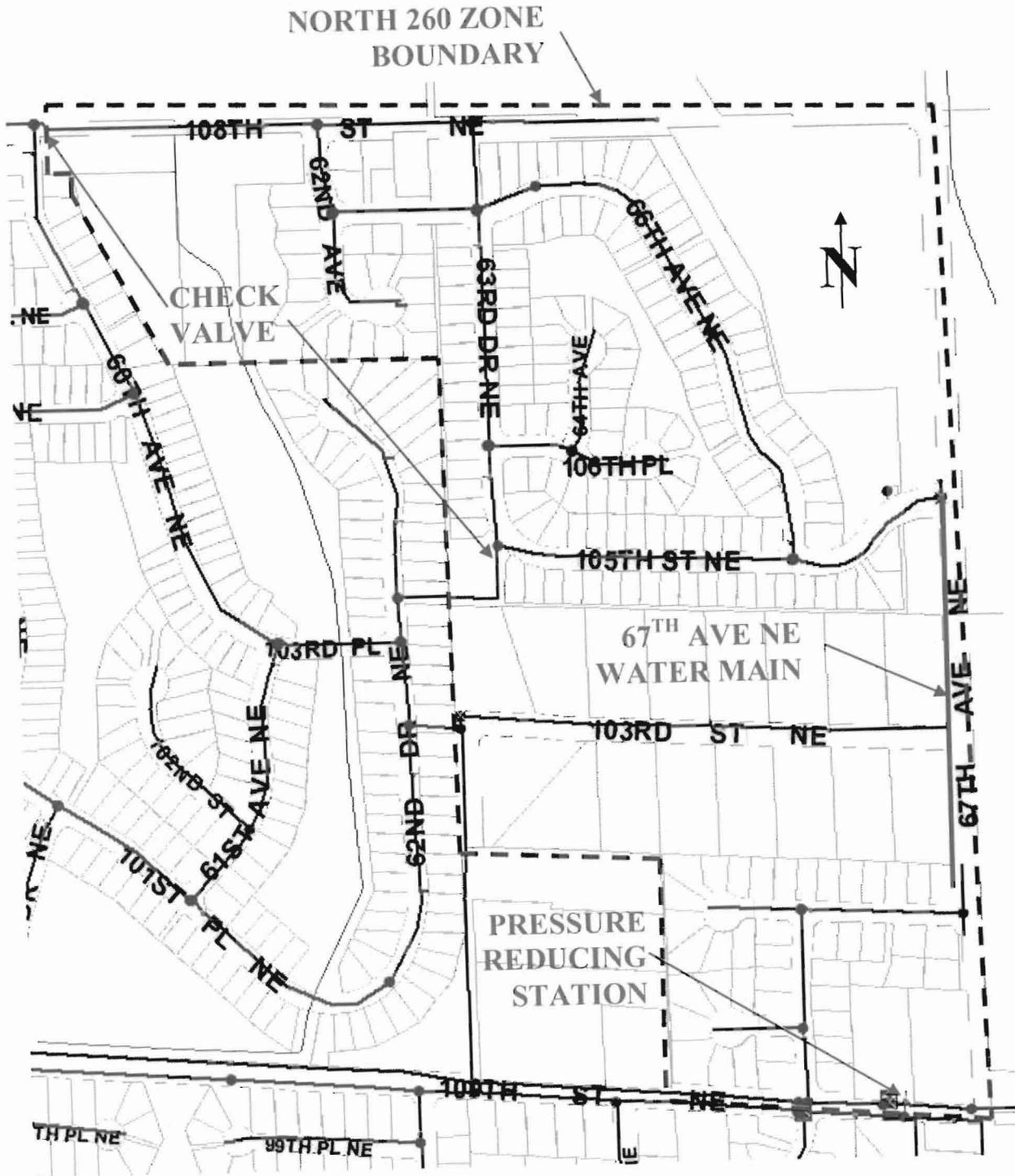
The project was advertised for a March 17, 2011 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X. References have been checked and found to be satisfactory.

The Engineer's estimate was \$435,226.45.

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 2011 Zone Boundary Modification project to TBD in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

Vicinity Map



**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/28/2011**

AGENDA ITEM: Limited Contract for Event Registration Services with Lakewood Sports Booster Club	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Contract	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The Lakewood Sports Booster Club (LBSC) is contracting with the City of Marysville Parks and Recreation Department to provide limited registration services for two community events they host during the year. The events are the annual Berry Run and Scott Skiles Memorial Run. Both events are open to the public and registration is required for all participants.

The Parks and Recreation Department will provide online and manual registration services exclusively for the two respective events. The Parks and Recreation Department will retain \$5.00 per participant for providing event registration services.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the Limited Contract for Event Registration Services with the Lakewood Sports Booster Club (LBSC)</p>
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## **LIMITED CONTRACT FOR EVENT REGISTRATION SERVICES**

This Limited Contract for Event Registration Services (“Contract”) is made between the Lakewood Sports Booster Club, a Washington nonprofit corporation (“LSBC”) and the City of Marysville, Washington, a Washington municipal corporation (“City”).

WHEREAS, the Lakewood School District (“District”) is located all or part within the corporate boundaries of the City;

WHEREAS, the LSBC conducts fundraising activities for athletic programs of the District, including the promotion of such events as the Berry Run and Scott Skiles Memorial Run;

WHEREAS, such events are desirable recreational activities in the City and the events promote tourism and economic development;

WHEREAS, City owns and maintains a website and related support services for its sports and recreational programs;

WHEREAS, City has capacity on its website;

NOW, THEREFORE, City and LSBC agree as follows:

1. City Services. City agrees to make available its website and support services to allow LSBC to promote and provide registration for the following event: Berry Run and Scott Skiles Memorial Run. The details of the website access and support services to be provided are set out in attachment A to this Contract.
2. Compensation to City. LSBC shall compensate the City for the website access and support services in accordance with attachment B to this Contract.
3. Limit on City Services. LSBC agrees that the City’s services under this Contract are strictly limited to those services set out in Attachment A and that City is an independent contractor and not a joint promoter of the event.
4. Termination of this Contract. City may terminate this Contract, with or without cause, on five (5) days notice to LSBC. On termination, LSBC shall have no further right to access to or use of the website. In the event any funds of LSBC are in the possession of City, after payment to City for its services, any remaining funds shall be delivered to LSBC. City shall deliver all registrations and related information to LSBC.

/mv/misc/LSBC.Limited Contract.122010 M-10-014

5. Force Majeure. City shall not be deemed in default of otherwise liable under this Agreement due to its inability to perform its obligation by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God or any other failure or cause beyond the City's reasonable control.

6. Notices. Any notice to be given under the terms of this Contract shall be given as follows:

By Mail:

To City at:                   City of Marysville  
City Hall  
1049 State Avenue  
Marysville, WA 98270

To LSBC at:

Lakewood Sports Booster Club  
P.O. Box 171  
No. Lakewood, WA 98259

Notice shall be deemed delivered three days after regular mailing addressed as above, with postage paid.

7. Non-assignment. This Contract and all rights of LSBC hereunder shall not be capable of assignment, unless the City provides its express written consent.

8. Merger. This Contract constitutes a final written expression of all of the terms of this Contract and is a complete and exclusive statement of those terms, all other agreements or terms be merged herein.

9. Insurance/Hold Harmless – Indemnification Clause. LSBC shall maintain comprehensive general liability insurance in such amounts and on such policy forms as set out in Attachment C. City may revise said Attachment C from time to time and specify additional or other coverage and limits and LSBC shall promptly provide such coverages. In the event of any claim against City arising from the event, the coverage of LSBC shall be deemed primary coverage.

LSBC shall indemnify, defend and hold the City, its officials, employees and agents harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions and costs and fees arising from the event, except for the sole negligence of the City. This indemnity shall include claims by any employees of LSBC, and LSBC hereby expressly waives any immunity provided by the Industrial Insurance Act, Title 51, RCW.

10. Disputes and Enforcement. City and LSBC agree that in the event of any dispute concerning this contract, or any action to enforce this Contract, venue and jurisdiction shall rest in the Snohomish County Superior Court. In any such action, the prevailing party shall be entitled to an award of costs and reasonable attorneys fees.

Dated: \_\_\_\_\_, 2011.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Jon Nehring, Mayor

Dated: \_\_\_\_\_, 2011.

LAKESWOOD SPORTS BOOSTER CLUB,  
A Washington nonprofit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, President  
*(printed name)*

ATTEST:

\_\_\_\_\_  
Sandy Langdon, City Clerk/Treasurer

Approved as to Form:

\_\_\_\_\_  
Grant K. Weed, City Attorney

## **ATTACHMENT A**

**The City of Marysville agrees to post event information and registration materials for at least 8 weeks on the City Web Site. The City of Marysville will provide the Lakewood Sports Booster Club with bi-weekly updates during the registration period. The City will provide the Lakewood Sports Booster Club with complete registration lists the day before the race. The City will also publish information about the events in their Activity Guide. The City will issue the Lakewood Sports Booster Club payment of registration fees less the amount agreed upon in Attachment B within 8 weeks of the completion of the event.**

**ATTACHMENT B**

**The City of Marysville will provide registration and promotion of the Berry Run and the Scott Skiles Memorial Run for the Lakewood Sports Booster Club. The City shall retain \$5.00 per registration for all registered participants.**

## **ATTACHMENT C**

Commercial General Liability Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall protect City of Marysville and Independent Contractor against all claims, damages, losses and expenses arising out or resulting from performance of work. City of Marysville shall be Additional Named Insured on a Primary Basis for the General Liability coverage without limitation.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/24/2011

**PRODUCER**  
R.V. Nuccio & Associates, Inc.  
10148 Riverside Drive  
Toluca Lake, CA 91602

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
Lakewood Sports Booster Club  
1817 147th Street NW  
Marysville, WA 98271

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Firemans Fund Insurance Company	21873
INSURER B: AIG Group Insurance Trust	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS									
A	✓	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MXG 07326202 SSG030208	4/9/2011	4/9/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000									
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$									
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$									
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$	
WC STATU-TORY LIMITS	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
B		<b>OTHER</b> Directors & Officers	NDF91104687	4/9/2011	4/9/2012	\$ 1,000,000									
C		AD&D Medical Plus	SRG0009116292	4/9/2011	4/9/2012	\$ 10,000									

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: The City of Marysville, its officers, agents, employees and elected officials  
 Event Description: Scott Skiles Memorial Run  
 Start Date of Event: 6/18/2011  
 End Date of Event: 6/18/2011

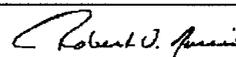
### CERTIFICATE HOLDER

Marysville Parks and Recreation  
 6915 Armar Road  
 Marysville, WA 98271

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Robert V. Nuccio



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/28/2011**

AGENDA ITEM: Professional Services Agreement with Kennedy /Jenks Consultants for Professional Services on the Crown Pacific site Brownfields Cleanup.	
PREPARED BY: Shawn Smith, P.E., Engineering Services Manager DEPARTMENT: Community Development	DIRECTOR APPROVAL: 
ATTACHMENTS: Professional Services Agreement	
BUDGET CODE: 40143210.541000	AMOUNT: \$110,200.00

**SUMMARY:**

This Professional Services Agreement will provide the City with the professional environmental and geological consulting services necessary in the cleanup of the Crown Pacific site at 60 State Avenue. This contract provides consultant services to help the City throughout the process of determining cleanup measures, cleaning up the contamination on the site, and getting final approval from the Department of Ecology (DOE). Kennedy/Jenks Consultants received the top score from all three staff members, out of the eight proposals received.

The City was awarded a Brownfields Cleanup Grant from the Environmental Protection Agency (EPA) on October 1, 2009. The City has recently entered the Voluntary Cleanup Plan with the DOE. The next step in this cleanup is to get a qualified consultant to do a cleanup plan for DOE approval.

It is staff's opinion that the fee of \$110,200.00 is fair. In light of these facts, staff is confident that the City would be well-served by this contract.

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign the Professional Services Agreement with Kennedy/Jenks Consultants in the amount of \$110,200.00

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND KENNEDY/JENKS CONSULTANTS  
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Kennedy/Jenks Consultants, a California corporation, hereinafter called the "Consultant."

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

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with consulting engineering services to assist with a US EPA Brownfield cleanup project at the former Crown Pacific Mill property located at 60 State Avenue in Marysville, WA. Our scope of services is described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached Estimate of Professional Services for the Marysville US EPA Brownfield Cleanup Project, hereinafter referred to as the "scope of

services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

### **ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

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

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

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

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

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

**III.3 TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by October 31, 2012, unless a mutual

written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 **INDEMNITY.**

a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

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

c. The provisions of this section shall survive the

expiration or termination of this agreement.

### III.7 INSURANCE.

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

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

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

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

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

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

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

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

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following:

employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

#### ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$110,200.00. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

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

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

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

#### ARTICLE V. GENERAL

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

CITY OF MARYSVILLE  
C/O Shawn Smith  
1049 State Avenue  
MARYSVILLE, WA 98270

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

Kennedy/Jenks Consultants  
Attention - Kurt Easthouse  
32001 32<sup>nd</sup> Avenue South, Suite 100  
Federal Way, Washington 98001

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

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

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

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

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

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

DATED this 9<sup>th</sup> day of March, 2011.

CITY OF MARYSVILLE

By \_\_\_\_\_

Kennedy/Jenks Consultant, CONSULTANT

By Tracy C. Schreiner

Approved as to form:

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

# Exhibit A

## Kennedy/Jenks Consultants

### Engineers & Scientists

32001 32<sup>nd</sup> Avenue South, Suite 100  
Federal Way, Washington 98001  
253-835-6400  
FAX: 253-952-3435

3 March 2011

Mr. Shawn Smith  
City of Marysville  
800 Columbia Avenue  
Marysville, WA 98270

Subject: Proposal for Consulting Services, Revision #1  
Marysville Brownsfield Cleanup Project  
K/J B10960017

Dear Mr. Smith:

Kennedy/Jenks Consultants (Consultant) is pleased to offer the City of Marysville (City) this proposal to provide consulting services for the former Crown Pacific Site (site). The Contractor's proposal is based upon the request for proposal (RFP) submitted to you on 4 February 2011 and the interview on 22 February 2011.

#### PROJECT UNDERSTANDING

The Consultant's understanding of this project is based on our review of background documents, site visits, and conversations with City employees.

The following scope of work to assist the City with the cleanup of the site is presented below.

#### SCOPE OF SERVICES

##### Project Management

##### Measurable Task Objective

The Consultant will manage the tasks associated with the project.

##### Activities Performed

In general, project management includes the following activities:

- Oversee budgets of subcontractors.
- Review budgets and the progress of tasks being performed.
- Manage quality control and quality assurance procedures.
- Track internal budget and allocate resources.

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
Page 2

**Assumptions**

- Hold team meetings at least once per quarter.
- Prepare weekly status reports to document site activities.
- Prepare monthly status reports to be included with each invoice.
- Budget has been included for development of one budget augmentation due to out-of-scope work that may arise on the project.

**Deliverables**

- Weekly status reports.
- Monthly status reports will include the following: modifications to scope or budget, summary of deliverables or work products, activities anticipated in next reporting period, and budget status.
- Invoices will summarize charges incurred during the reporting period.
- A Project Memorandum will be prepared that documents site contacts, scope, schedule, budget, and deliverable schedule.

**Schedule**

- Project management activities will be performed during the time period from March 2011 to the end of October 2012.

**Phase I – Pre-remediation Site Investigation**

*Task 1 – Kick-off Meeting*

**Measurable Task Objective**

A project kick-off meeting will be held with the City to discuss project objectives, responsibilities, available data and data gaps, and to prepare for upcoming meetings with the United State Environmental Protection Agency (EPA) and Washington State Department of Ecology (Ecology).

**Activities Performed**

- Kick-off meeting will occur at City offices with the Consultant and representatives of the City in attendance.
- The meeting will cover upcoming activities, responsibilities, stakeholders, and schedule. The meeting will also discuss how to involve the Washington State Department of Transportation (WSDOT) into the process.
- An agenda will be prepared and sent in advance of the meeting to team members.

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
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**Assumptions**

- The meeting will be held at the City office and will take 2 hours or less.
- The Consultant will have up to two people in attendance.

**Deliverables**

- Draft and final agenda.

**Schedule**

- Kick-off meeting will occur within 1 month or less from contract authorization.

***Task 2 - Regulatory Meeting with EPA and Ecology***

**Measurable Objective**

Meet with EPA and Ecology to decide on what will be needed for the City to obtain a no further action (NFA) from Ecology and what will be needed to satisfy EPA grant requirements.

**Activities Performed**

- The Consultant will send an agenda prior to the meeting.
- The Consultant will review background data at the meeting and propose a course of action for pre-remediation design investigation to fill data gaps, if any.

**Assumptions**

- The meeting will occur at the City office and will take up to 2 hours.
- The Consultant will have one or two people in attendance.
- The meeting notes will be typed up and sent to the City.

**Deliverables**

- Agenda prior to meeting.
- Meeting notes.

**Schedule**

- The meeting will occur approximately 2 weeks after the kick-off meeting.

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
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*Task 3 - Project Plans and Permits*

**Measurable Objective**

Several plans and permits need to be prepared and approved prior to site activities. These are a combination of federal, state, and local requirements.

**Activities Performed**

The following lists the plans and permits the Consultant will prepare:

- Phase I Environmental Site Assessment (ESA) Update to evaluate any changes in environmental conditions that may be relevant to the proposed remedial activities at the property. This document will include a summary of site conditions that have changed since the last Phase I ESA, a regulatory database summary, environmental lien search, interviews with individuals familiar with the site who are available, and a site visit.
- Remedial Action Work Plan (RAP), including a Quality Assurance Project Plan/Sampling and Analysis Plan (QAPP/SAP) in compliance with EPA requirements, and a Health and Safety Plan (HASP) for compliance with Washington Industrial Safety and Health Administration (WISHA)/EPA health and safety requirements
- Archaeology and Historic Preservation Permit (Section 106 Review) to assess whether or not site work may disturb historic site features.
- Endangered Species Act Permit (Section 7 Survey) to assess whether or not site work will adversely affect endangered species on the site.

**Assumptions**

- Site access will be required for the Phase I ESA Update, Section 7 permit, and Section 106 Permit. Access will be required for the entire site, including the WSDOT portion of the site.
- The City will provide names and contact information of people to interview for the Phase I ESA Update. Consultant will interview those individuals identified by the City who are readily available. Consultant will also interview WSDOT personnel regarding their portion of the site.
- EPA will review plans and permits (Phase I ESA Update, Section 7 Survey, Section 106 Survey, QAPP/SAP, and HASP) at least 30 days prior to beginning field work at the site.
- Local permitting requirements (Clear and Grade Permit/State Environmental Policy Act (SEPA) Checklist, Shoreline Permit, and Flood Hazard Permit) will be the responsibility of the City.

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
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### Deliverables

- Draft and Final Phase I ESA Update.
- Endangered Species Act, Section 7 Documentation.
- National Historic Preservation Act, Section 106 Documentation.
- Draft and Final QAPP/SAP.
- Final HASP.

### Schedule

Plans and permits need to be approved and in place by 31 May 2011.

### *Task 4 - Soil and Groundwater Sampling*

#### Measurable Objective

The purpose of Task 4 is to collect enough data so the extent of soil and groundwater contamination is better defined prior to completion of the analysis of Brownfield cleanup alternatives (ABCA) and eventual site cleanup.

#### Activities Performed

The details (number of samples, number of days of drilling, analytical parameters, etc.) of the field investigation will be dependent upon the outcome of Task 2 - Regulatory Meeting with EPA and Ecology and field conditions encountered while drilling and sampling. For cost estimating purposes, Consultant has made a series of assumptions that are outline below.

#### Pre-field activities:

Conduct pre-field activities. These will include the following:

- Conduct a coordination meeting with WSDOT.
- Identify a staging area for drilling equipment and mobile lab.
- Conduct utility screening by contacting One-Call utility locating service and a private utility location contractor.
- Mobilize field equipment for soil and groundwater sampling.

#### Site Investigation:

Spend 1 day in the field collecting soil and groundwater data in the unknown underground storage tank (UST) area.

Soil and groundwater samples will be collected with a Geoprobe direct-push drilling rig in conjunction with a mobile laboratory to obtain real-time data to better evaluate the extent of

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
Page 6

potential contamination. Groundwater samples will be collected by installing temporary monitoring wells. Confirmation samples will be collected and sent to a fixed based lab for further testing, if necessary. Samples will be tested for one or more of the following:

- Diesel- and oil-range petroleum hydrocarbons by Ecology Method Northwest total Petroleum Hydrocarbons as Diesel and Oil Extended (NWTPH-Dx).
- Gasoline-range petroleum hydrocarbons by Ecology Method Northwest Total Petroleum Hydrocarbons as Gasoline (NWTPH-Gx).
- BTEX by EPA Method 8021B (mobile laboratory) or EPA Method 8260C (fixed based lab).
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8260C.
- Metals by EPA Method 6010B.
- Oxidation reduction potential, iron, oxygen, sulfate, nitrates, and pH (to determine if natural attenuation is occurring in groundwater).

The three existing wells (MW-1r, MW-6, and MW-7) will be sampled for one or more of the following: NWTPH-Dx, NWTPH-Gx, BTEX, metals, and PAHs. These three wells will also be surveyed and water level measurements collected during low and high tide to evaluate general direction of groundwater flow beneath the site.

#### Assumptions

- One day will be spent in the field with the Geoprobe and mobile lab.
- Up to 8 soil borings will be drilled.
- Up to three small diameter (2-inch) temporary groundwater wells will be installed,
- The three existing wells will be surveyed to a known datum.
- Up to 16 soil and groundwater samples will be tested for NWTPH-Gx, NWTPH-Dx, and BTEX by the mobile lab.
- Up to four soil and groundwater samples will be tested by the fixed lab under normal turnaround time for additional parameters, if necessary.
- QA/QC samples will include two duplicate samples, one rinsate, one field blank, and two trip blanks.
- A field day will be 9 hours or less.
- Waste investigation derived waste (purge water) will be stored onsite until sampling determines waste disposal options. The City will be responsible for disposal of this material.

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3 March 2011  
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### Deliverables

- Field investigation results will be presented in the ABCA (see Phase II, Task 1).

### Schedule

- The field investigation will be completed the week of 6 June 2011. The draft report will be completed by the week of 20 June 2011. EPA and Ecology will require a 30-day review period; therefore, the final site investigation report will be completed the week of 25 July 2011.

## **Phase II – Strategic Source Removal**

### *Task 1 – Administrative Planning Document*

#### Measurable Objective

Prepare and update planning documents to be used for remediation contractor selection and for guidance in cleanup of the site

#### Activities Performed

Following the pre-remedial design investigation field work and receipt of laboratory analytical results, Consultant will prepare an ABCA. The ABCA will summarize predesign investigation results, review potential remedial alternatives, and select a preferred alternative. After EPA and Ecology approval of the ABCA, Consultant will update the RAP, including a revised QAPP/SAP and HASP.

#### Assumptions

- The ABCA will be finalized and approved by EPA and Ecology by 29 September 2011.
- The revised RAP, QAPP/SAP, and the HASP do not need to be reviewed by EPA and Ecology.

### Deliverables

- A draft and final ABCA and revised RAP, QAPP/SAP, and HASP.

### Schedule

- The ABCA and revised documents (RAP, QAPP/SAP, and HASP) need to be finalized by 29 September 2011.

### *Task 2 – Remediation Contractor Procurement Assistance*

#### Measurable Objective

The purpose of this task is to provide assistance in contractor procurement on behalf of the City.

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
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### **Activities Performed**

Consultant will assist the City in the procurement of a remediation contractor, including:

- Providing the City with a summary of required remediation activities to be conducted by the contractor, including (but not limited to) utility locating; excavation; transport and disposal of excavated material; and excavation backfilling, compaction, and restoration. If needed, a technical specifications and drawings package will be prepared to aid the City in contractor procurement.
- Providing the City with a bid item list and quantities table.
- Reviewing the final procurement package prepared by the City with the intent to provide comments that might improve the quality of the bidding process and to help protect the City in contracting with the selected contractor.
- Assisting the City with the waste profiling process associated with disposal of impacted solid material at the selected disposal facility. The City will be responsible for signing waste profiles and any other transportation and disposal documents.

### **Assumptions**

- The remediation contractor will be selected by and contracted with the City.

### **Deliverables**

- Summary of required remediation activities.
- Bid item list and quantities table.

### **Schedule**

- The contractor needs to be selected by 30 October 2011.

### ***Task 3 - Remediation Observation and Confirmation Sampling***

#### **Measurable Objective**

The purpose of this task is to conduct specific source removal and collect confirmation samples to document defensible data in support for site NFA.

#### **Activities Performed**

For cost estimating purposes, Consultant has assumed targeted source removal would be conducted through excavation and offsite disposal of impacted soil at a permitted landfill facility. If water is encountered during excavation, it would be removed and treated onsite for sanitary sewer discharge or transported offsite for treatment/disposal (to be determined based on an evaluation of permitting requirements and associated cost). As part of backfilling activities, the imported material would be amended with a soil amendment, such as RegenOx

Mr. Shawn Smith  
City of Marysville  
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or electron acceptor nutrient blend. At completion of remediation activities, confirmation samples will be collected to document cleanup.

#### Assumptions

- Cleanup and confirmation sampling will take 2 weeks in the field
- A mobile lab would be onsite for 1 week testing for NWTPH-Gx, NWTPH-Dx, and BTEX.
- The fixed-lab would test for stock pile samples and in situ samples under rush turnaround time for one or more of the following: NWTPH-Gx, NWTPH-Dx, BTEX, PAHs, and metals. Up to 15 soil samples would be collected for analysis.
- Up to 500 tons of soil and 20,000 gallons of dewater groundwater may be removed from the excavation for disposal and/or treatment.
- Consultant estimate does not include cost for remedial contractor, soil disposal, dewatering disposal, soil amendment, backfill/compaction, and repaving. All remediation contractor services will be billed directly by the City.
- Confirmational groundwater monitoring would occur after cleanup.

#### Deliverables

- None

#### Schedule

- Cleanup work would occur between 31 October and 11 November 2011.

#### *Task 4 - Construction Report*

#### Measurable Objectives

Write a report that documents remedial activities and provide analytical data to support NFA for the site.

#### Activities Performed

At the conclusion of the remediation activities and upon receipt of laboratory analytical results of confirmation soil sampling, Consultant will prepare a construction report summarizing the remediation activities.

#### Assumptions

- A draft and final report will be prepared.
- One set of comments would be received from Ecology and EPA.
- Deliverables would be delivered electronically.

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
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**Deliverables**

- One draft and final construction report.

**Schedule**

- The final construction report needs to be finalized by 31 December 2011.

**Phase III – Post-remediation Groundwater Monitoring**

*Task 1 - Groundwater Monitoring Report Preparation*

**Measurable Objectives**

Collect groundwater samples to confirm site cleanup.

**Activities Performed**

Up to four quarters of groundwater monitoring will be conducted to assess the effectiveness of completed remediation activities and to demonstrate the occurrence of natural attenuation. A summary of monitoring details is presented below:

- Groundwater samples from the wells will be analyzed for one or more of the following parameters: NWTPH-Gx, NWTPH-Dx, BTEX, PAHs, metals, oxidation reduction potential, iron, oxygen, sulfate, nitrates, and pH.
- Quarterly data report will be submitted to EPA and Ecology. The final data report in August 2012 will recommend suspension of sampling and NFA for the site.

**Assumptions**

- Sampling and water level measurements will take 1 day each quarter.

**Deliverables**

- Quarterly data reports.

**Schedule**

- Sampling will occur on or about November 2011, February 2012, May 2012, and August 2012.
- Investigation derived waste will be stored onsite until sampling determines disposal options. The City will be responsible for disposal of this material.

*Task 2 - NFA Request and Support*

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
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**Measurable Objectives**

Consultant will prepare documents to assist the City in obtaining an NFA determination for the site.

**Activities Performed**

An NFA request will be submitted to Ecology with the results of the quarterly monitoring. A meeting will be conducted with EPA and Ecology at this time to review data and the NFA request. Once the NFA is attained, the Contractor will assist the City with site close-out.

**Assumptions**

- Groundwater cleanup levels are appropriate to request an NFA from Ecology (i.e., below designated cleanup standards).

**Deliverables**

- NFA request letter.

**Schedule**

- NFA letter and project close-out by October 2012.

**PROJECT SCHEDULE**

The Consultant is available to commence work on the above activities immediately upon written authorization from the City. A copy of the schedule is included as an attachment.

**COMPENSATION FOR CONSULTING SERVICES**

Consultant proposes to provide consulting services on a time and expense reimbursement basis in accordance with Consultant's attached Schedule of Charges dated 1 January 2009, as modified. Based on the scope of work, the proposed initial project budget is \$110,200.

A summary of anticipated project costs is included in the attached Table 1. Any modifications to the listed scope of work will be promptly communicated to the City, and, if necessary, a budget augmentation request will be prepared and submitted for City approval.

**AGREEMENT**

The services identified in this proposal will be performed under the terms and conditions of a mutually acceptable agreement. We look forward to working with you on this project. If you have any questions regarding this proposal, or wish to discuss these matters in greater detail, please call us at (253) 835-6400.

Very truly yours,

Mr. Shawn Smith  
City of Marysville  
3 March 2011  
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KENNEDY/JENKS CONSULTANTS



Kurt Easthouse  
Project manager

Enclosures



Ty C. Schreiner  
Vice President

3 March 2011

**Remedial Services**  
**Marysville/Former Crown Pacific Brownfield Cleanup - Marysville, Washington**

TASK DESCRIPTION	Principal-in-Charge (T. Schreiner) \$180	Project Manager (K. Estabrook) \$160	Remediation Engineer (L. Fernandez) \$145	Field Geologist (D. Mully) \$115	Health & Safety (G. Byron) \$130	Designer/Drafter \$75	Admin Assist. \$45	Direct Expense	Geoprobe Driller	Surveyor	Biological Assessment (Addison)	Utility Sub (APS)	Fixed Lab (Test America)	Mobile Lab Sub (Libby)	Totals
Project Management															
Project Coordination	12						30	\$100							\$3,250
<b>Phase I - Pre-Remedial Design Investigation</b>															
Task 1 - Kickoff Meeting								\$25							\$555
Kickoff Meeting	2			2											
Regulatory Meeting	2							\$25							\$325
<b>Task 3 - Project Plans/Permitting</b>															
Draft Phase I ESA Update	1	1		8		2	4	\$500							\$2,080
Final Phase I ESA Update				2		2	2	\$50							\$520
Draft RAP/QAPP-SAP	1	1	8	24		8	16	\$50							\$5,620
Final RAP/QAPP-SAP			2	8		4	8	\$50							\$2,070
Prepare HASP		4		4		2	4	\$50							\$1,360
ESA Section 7				3			4	\$25			\$5,500				\$6,050
AHPP Section 106				10			4	\$25							\$1,355
<b>Task 4 - Soil and Groundwater Sampling</b>															
Pre-field Activities	1	1		8				\$500	\$4,000	\$700		\$500	\$2,387	\$1,870	\$11,070
Site Investigation				20											\$13,477
<b>Phase II - Strategic Source Removal</b>															
<b>Task 1 - Administrative Planning Document</b>															
Draft ABCA	1		32	32		12	12	\$100							\$10,100
Final ABCA			8	8		6	4	\$200							\$3,000
Update RAP/QAPP-SAP	1			4		2	2	\$100							\$950
<b>Task 2 - Remediation Contractor Procurement Assistance</b>															
Bidding Support	1		8	2			2	\$100							\$1,730
<b>Task 3 - Remediation Observation &amp; Confirmation Sampling</b>															
Cleanup Oversight	1	2	24	80			2	\$2,000				\$1,000	\$5,170	\$9,500	\$30,770
<b>Task 4 Construction Report</b>															
Draft Construction Report	1	2	16	24		12	12	\$100							\$7,100
Final Construction Report		1	8	12		6	6	\$200							\$5,610
<b>Phase III - Post-Remediation Groundwater Monitoring</b>															
<b>Task 1 - Groundwater Monitoring &amp; Report Preparation</b>															
Groundwater Sampling (4 events)				40				\$1,000					\$3,616		\$5,216
Quarterly Report Preparation (4 reports)	2			40		4	16	\$100							\$5,500
<b>Task 2 - NFA Request &amp; Support</b>															
NFA Request and Support		1		1			1	\$25							\$355
<b>Task 3 - Project Completion &amp; Closeout</b>															
Close-out							2	\$100							\$190
<b>LABOR HOUR TOTALS</b>	<b>7</b>	<b>33</b>	<b>106</b>	<b>332</b>	<b>4</b>	<b>60</b>	<b>131</b>								
<b>CLASSIFICATION TOTALS</b>	<b>\$1,260</b>	<b>\$4,950</b>	<b>\$15,370</b>	<b>\$38,180</b>	<b>\$520</b>	<b>\$4,500</b>	<b>\$5,895</b>	<b>\$5,425</b>	<b>\$4,000</b>	<b>\$700</b>	<b>\$5,500</b>	<b>\$1,500</b>	<b>\$11,173</b>	<b>\$11,220</b>	<b>\$110,193</b>
															<b>Proposed Budget (Rounded)</b>
															<b>\$110,200</b>

# Proposed Project Schedule

Phase/Task Description	Mar 2011	Apr 2011	May 2011	June 2011	July 2011	Aug 2011	Sept 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	June 2012	July 2012	Aug 2012	Sept 2012	Oct 2012
<b>Notice-to-Proceed</b>	★																			
Project Management																				
<b>Phase I – Pre-remedial Design Investigation</b>	★																			
Task 1: Kick-off Meeting																				
Task 2: Regulatory Meeting with EPA & Ecology		★																		
Task 3: Project Plans & Permits				★	★															
Task 4: Soil & Groundwater Sampling							★	★												
<b>Phase II – Strategic Source Removal</b>																				
Task 1: Administrative Planning Document (ABCA & update RAP)																				
Task 2: Remediation Contractor Procurement Assistance																				
Task 3: Remediation Observation & Confirmation Sampling																				
Task 4: Construction Report																				
<b>Phase III – Post-remediation Groundwater Monitoring</b>																				
Task 1: Groundwater Monitoring Report Preparation																				
Task 2: NFA Request & Support																				
Task 3: Project Completion/Close-out																				

Our schedule is based on an assumed Notice-to-Proceed date of 15 March 2011

★ = Deliverable or Event

### Smoothly and Efficiently Bringing Your Site to Closure

With our team's substantial knowledge of site data, development of a preliminary conceptual site model, understanding of the City's redevelopment vision, and familiarity with NFA requirements, Kennedy Jenks's remedial strategy will allow us to complete this project well ahead of schedule – *saving time and money!*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** 3/28/2011

AGENDA ITEM: Memorandum of Understanding with Utility Easement	
PREPARED BY: Kyle Woods, Engineering Technician DEPARTMENT: Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Memorandum of Understanding	
BUDGET CODE: N/A	AMOUNT: \$0.00

**SUMMARY:**

The Memorandum of Understanding outlines the agreements made between the City of Marysville and the Tulalip Tribes. In summary City of Marysville agrees to grant a nonexclusive easement to the Tulalip Tribes, and the Tulalip Tribes agree to support the proposed roadway network as shown in the existing 116<sup>th</sup> NE Planning Area Report, a copy of which is attached as **Exhibit B**.

The Utility Easement document, attached as **Exhibit A** provides the Tulalip Tribes with a nonexclusive easement for the purpose of constructing, reconstructing, operating, maintaining and repairing a 30-inch water utility line, more commonly known as the "Big Water" project.

The easement limit, as described in **Exhibit 1** and shown in **Exhibit 2**, crosses Union Slough between the Great Northern Railway right-of-way, and the right-of-way of SR 529 (Southbound).

<b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the Memorandum of Understanding and the Utility Easement for the Tulalip Tribes.
---

**MEMORANDUM OF UNDERSTANDING  
BETWEEN TULALIP TRIBES AND CITY OF MARYSVILLE  
REGARDING AN EASEMENT THROUGH  
EBEY SLOUGH TIDAL LANDS**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the City of Marysville ("City") and Tulalip Tribes of Washington ("Tribes").

**WHEREAS**, The City of Marysville owns tidal lands in the vicinity of Marysville, Snohomish County, Washington, and as more fully described on attached and legal description Exhibit A.

**WHEREAS**, the Tulalip Tribes of Washington are requesting an easement through the tidal land for the construction of a 30 inch water main

**WHEREAS**, the City and the Tribes recognize the value and benefit of this easement for such construction

**WHEREAS**, the City and the Tribes desire to enter into this M.OU for the purpose of creating such a cooperative partnership

**NOW, THEREFORE**, the City and Tribes understand and agree as follows:

1. **116th Street NE Easement.** The existing 116<sup>th</sup> corridor is a vital connection to 1-5 for the residents of Marysville. The existing 116<sup>th</sup> easement shall be modified into Right of Way. This will formalize the City of Marysville roadway system. The execution of this modification shall be completed by January 2011 subject to BIA agreement.
2. **Train Depot.** The City's Downtown Master Plan aims to revitalize the existing condition of the current core downtown. With the implementation of this plan, the City is requesting a train depot be placed along the 4th Street corridor. This will be an essential part of the plan to bring people to the Marysville/Tulalip area. Therefore, the Tribes agree to provide a letter of support and partner with the City to facilitate this project in the future.
3. **116" Street NE Planning Area Road Connections.** The Tribes agree and support the proposed roadway network as shown in the existing 116<sup>th</sup> Street NE Planning Area Report Exhibit B.

3. **INDEMNIFICATION.** Each party hereto agrees to indemnify and hold harmless the other party, and its directors, officers, elected officials, agents and employees, for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its directors, officers, elected officials, agents or employees in performance of this MOU. The provisions of this section shall survive the expiration or termination of this MOU.
4. **OTHER PROVISIONS.** This MOU contains the entire written understanding of the Tribes and the City concerning the subject matter of this MOU and supersedes all prior discussions. Nothing contained in this MOU is intended to establish any obligations either express or implied for either the Tribes or the City, other than those set forth herein.

DATED this 1 day of OCT, 2010.

TULALIP TRIBES OF WASHINGTON

By:   
Chairman

CITY OF MARYSVILLE

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

**EXHIBIT A**

**AFTER RECORDING RETURN TO:**

Tulalip Tribes (McKinsey)  
8802 – 27<sup>th</sup> Avenue NE  
Marysville, WA 98271

**UTILITY EASEMENT**

Grantor: CITY OF MARYSVILLE  
Grantee: TULALIP TRIBES OF WASHINGTON  
Legal Description: Gov't Lot 8, 4-29-5, Snohomish County, WA Add'l on P. 1 & 4  
Tax Parcel: 290504-002-006-00

THIS INDENTURE is made between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantor;" and TULALIP TRIBES OF WASHINGTON, a Government by authority of the Constitution and Bylaws of the Tulalip Tribes as approved January 24, 1936, by the Secretary of the Interior, hereinafter referred to as "Grantee."

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows:

That part of Second Class Tide Lands situate in front of, adjacent to or abutting Government Lot 8, Section 4, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington, also abutting on those portions of Government Lot 6 of Section 5, Township 29 North, Range 5 East, W.M. lying Easterly of the Great Northern Railway right of way; Excepting those portions of said tidelands lying Easterly of the right of way of State Highway No. 1, also known as State Route 529, and excepting any portion lying within said Section 5.

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors

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and assigns and its contractors, agents, permittees and licensees, a nonexclusive easement for the purpose of constructing, reconstructing, operating, maintaining and repairing a 30-inch water utility line and appurtenances thereto, including all appurtenances attached thereto, together with the right of ingress to and egress from said property of the Grantor, over, under, through, across, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

See EXHIBIT 1 attached hereto  
as depicted on EXHIBIT 2 attached hereto

This water utility easement is granted subject to and conditioned upon the following terms, conditions and covenants:

1. Grantee shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any surface improvements, or other facilities, now or hereafter maintained upon the easement. Prior to conducting any activity on the Grantor's property, Grantee shall secure all required permits from applicable governmental authorities, and shall perform all activities in strict compliance with the conditions of said permits and with all applicable laws, statutes and regulations.
2. Grantee shall be responsible for all maintenance and repair of the underlying water utility line and all appurtenances and shall maintain the same in good condition and repair at all times, and in strict compliance with all applicable laws, statutes and regulations.
3. Grantee shall not generate, process, store, transport, handle or dispose of any Hazardous Substance on the easement property and shall exercise all possible care and caution to assure that no discharge of any Hazardous Substance occurs during the performance of its activities upon the subject property. "Hazardous Substance" means any substance which now is or hereafter becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law relating to environmental protection, contamination or cleanup, including, but not limited to, asbestos, PCBs, freon, petroleum products and petroleum by-products. In the event of a violation of this provision, Grantee shall, at its sole expense, take all actions as may be necessary or advisable for the cleanup of Hazardous Substances with respect to the easement property and Grantor's adjacent property, including, without limitation, all removal, containment and remedial actions in accordance with all applicable laws and in all events in a manner satisfactory to Grantor, and shall further pay or cause to be paid all cleanup, administrative and enforcement costs of governmental agencies. Grantee shall immediately notify Grantor if Grantee becomes aware of any Hazardous Substance problem or liability with respect to the property which is the subject of this easement, any actual or alleged violation with respect to said property of any federal, state or local statute, ordinance, rule, regulation or other laws pertaining to Hazardous Substances, or any lien or action with respect to any of the foregoing.

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4. Grantee shall defend, indemnify and save Grantor, and its elected officials, officers, and employees harmless from any and all risk, losses, damages, claims, actions, demands, suits, judgments, attorney fees, including attorney's fees and costs of defense, or other expenses of any kind on account of injury to or death of any and all persons, or on account of property damage of any kind, or loss of use resulting therefrom, to any party arising out of, or in any manner connected with the location of the water line and appurtenances on Grantor's property, the construction, reconstruction, operation, maintenance and repair of said water line and appurtenances, the entry of Grantee, its contractors, agents, permittees and licensees upon the Grantor's property, and/or the exercise of Grantee's rights granted herein. This indemnity extends to all of Grantor's costs and attorneys fees in defense of said claim and all of Grantor's attorneys fees and costs to enforce the terms of this indemnity.

5. Grantor reserves the right to use the surface of the above-described easement; provided Grantor shall defend, indemnify and save Grantee, its officers and employees, harmless from and against liability, loss, damage, expense, actions and claims caused by Grantor's use or activity within the above-described easement area; PROVIDED, this indemnity shall not extend to any liability, loss, damage, expense, action or claim caused by or resulting from the sole negligence of the Grantee, its officers and employees.

6. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, landscaping, shrubbery or land contours, if any, that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee.

In any proceeding brought to enforce this easement or to determine the rights of the parties under this easement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such proceeding, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this easement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals. Venue for any such proceeding shall be in Snohomish County Superior Court.

The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid and has a good and lawful right and power to sell and convey this easement. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said water line and appurtenances from said lands, or shall otherwise permanently abandon said

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line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

CITY OF MARYSVILLE, Grantor

By \_\_\_\_\_  
JON NEHRING, Mayor

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that JON NEHRING 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 \_\_\_\_\_, 201\_\_.

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

The terms and conditions of this Utility Easement are hereby accepted and approved by the Tribe, by and through its governing body, which governing body has authorized the undersigned to execute this Utility Easement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

TULALIP TRIBES OF WASHINGTON, Grantee

By \_\_\_\_\_  
MELVIN SHELDON, JR., Chairman

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that MELVIN SHELDON, JR. 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 Chairman of TULALIP TRIBES OF WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

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

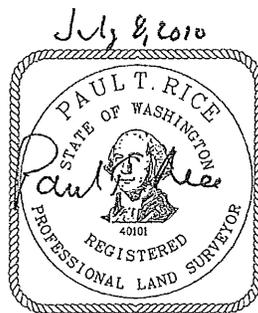
EXHIBIT 1

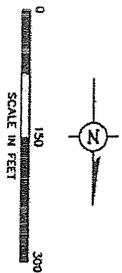
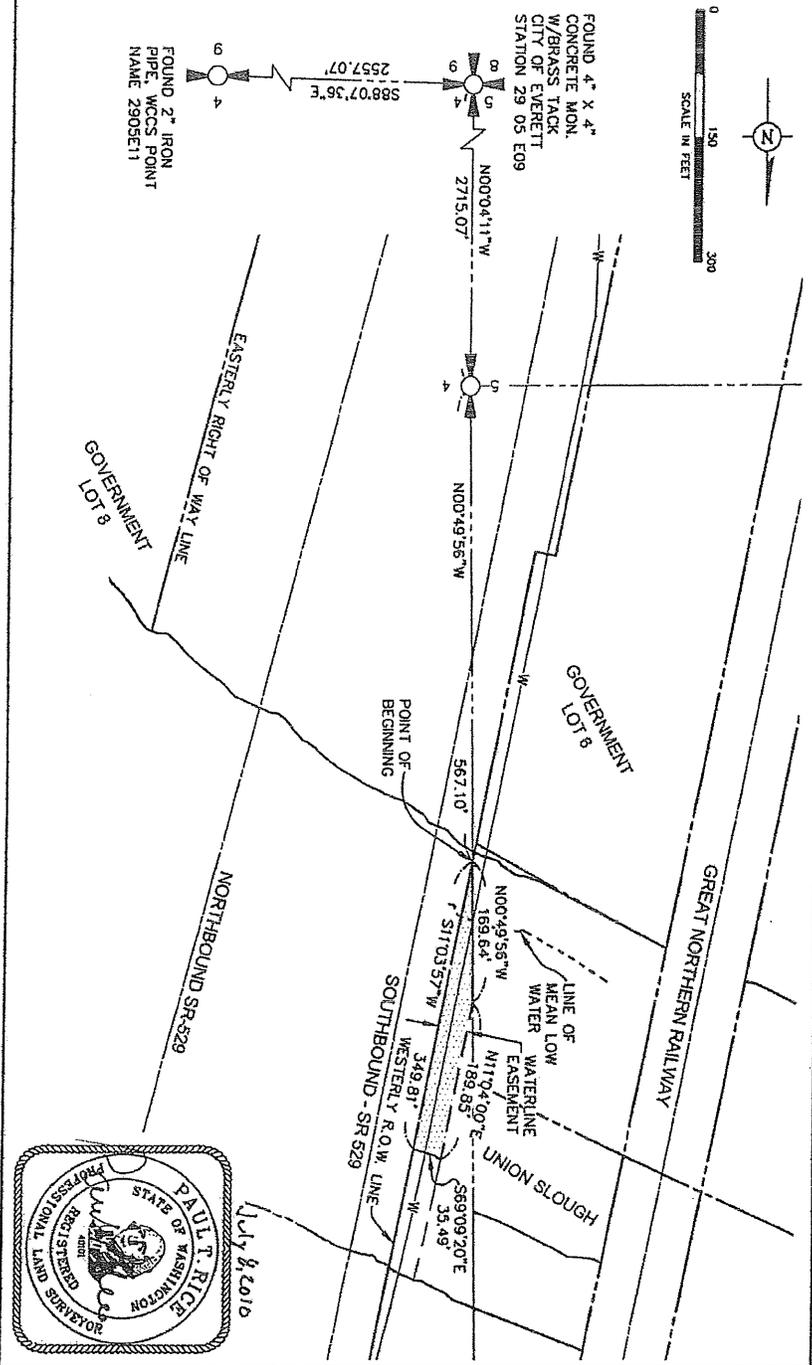
LEGAL DESCRIPTION OF AFFECTED PARCEL

That part of Second Class Tide Lands situate in front of, adjacent to or abutting Government Lot 8, Section 4, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington, also abutting on those portions of Government Lot 6 of Section 5, Township 29 North, Range 5 East, W.M. lying Easterly of the Great Northern Railway right of way;  
Excepting those portions of said tidelands lying Easterly of the right of way of State Highway No. 1, also known as State Route 529, and excepting any portion lying within said Section 5.  
Situate in the County of Snohomish, State of Washington.

WATERLINE EASEMENT

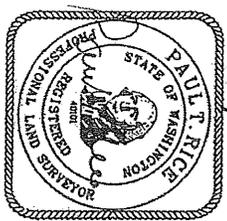
A WATERLINE EASEMENT SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 29 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, FROM WHICH CORNER THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 29 NORTH, RANGE 5 EAST, BEARS SOUTH 88°07'36" EAST, 2557.07 FEET;  
THENCE NORTH 00°04'11" WEST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 2715.07 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;  
THENCE NORTH 00°49'56" WEST, ALONG SAID WEST LINE, 567.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 529, AND THE POINT OF BEGINNING, FROM WHICH POINT A 5/8" REBAR MARKING THE MEANDER CORNER ON THE SOUTH SIDE OF UNION SLOUGH BEARS SOUTH 00°49'56" EAST, 26.02 FEET;  
THENCE CONTINUING NORTH 00°49'56" WEST, ALONG SAID WEST LINE OF SECTION 4, A DISTANCE OF 169.64 FEET;  
THENCE NORTH 11 °04'00" EAST, 189.85 FEET TO THE LINE OF EXTREME LOW TIDE ON THE SOUTH SIDE OF UNION SLOUGH;  
THENCE SOUTH 69°09'20" EAST, MORE OR LESS, ALONG SAID LINE OF EXTREME LOW TIDE, 35.49 FEET, TO SAID WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 529;  
THENCE SOUTH 11 °03'57" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 349.81 FEET TO THE POINT OF BEGINNING.  
EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED EASEMENT LYING WITHIN STATE OWNERSHIP OF UNION SLOUGH.  
SAID EASEMENT AREA CONTAINS 9,398 SQUARE FEET, OR 0.216 ACRES OF LAND, MORE OR LESS.





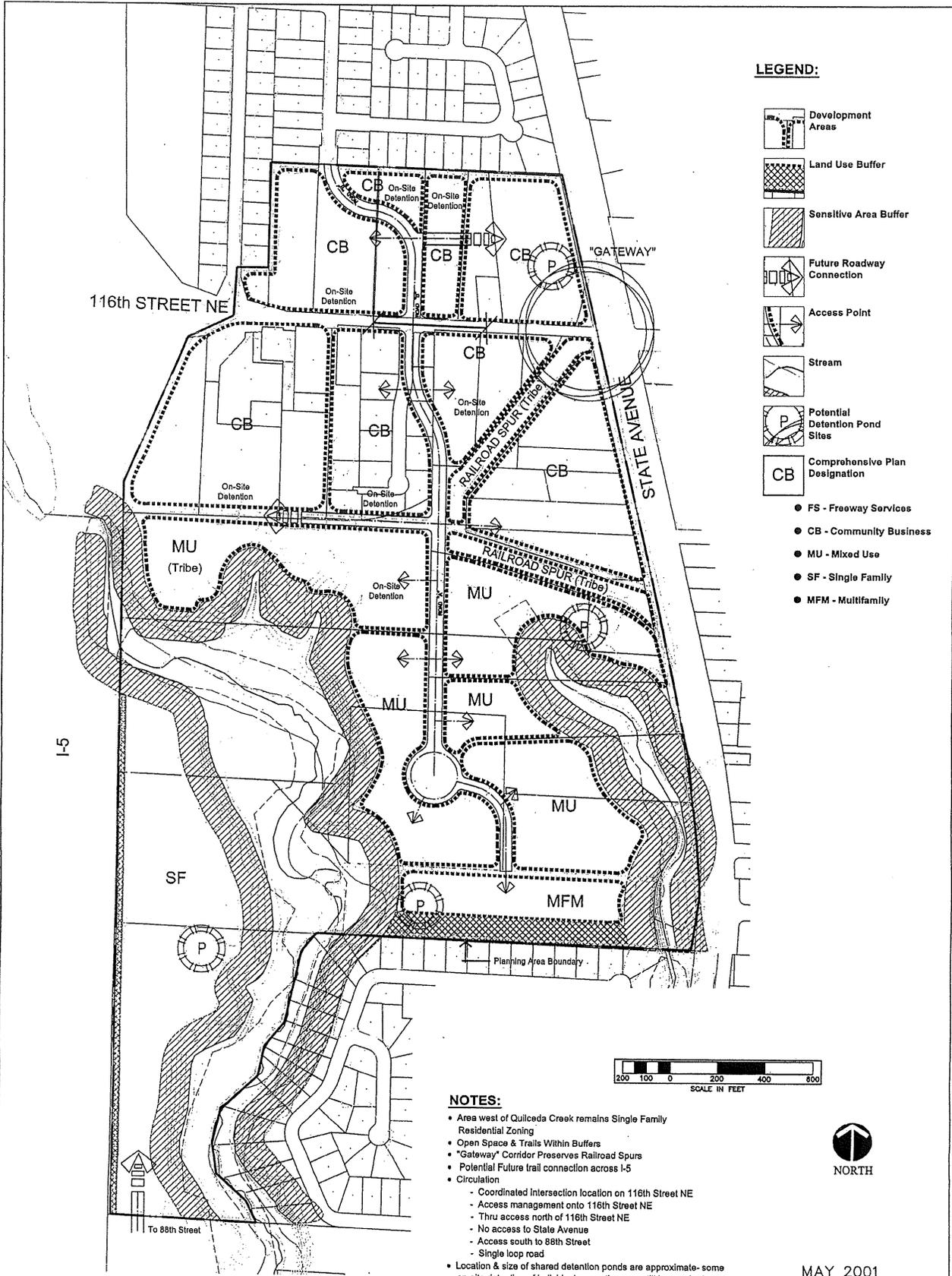
FOUND 2" IRON PIPE, WCCS POINT NAME 2905E11

FOUND 4" X 4" CONCRETE MON. W/BRASS TACK CITY OF EVERETT STATION 29 05 ED9



	<b>EXHIBIT "2"</b>		
	WATERLINE EASEMENT		
PTR	12995.02	2010-07-02	1"=150'

# EXHIBIT "B"

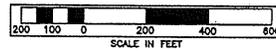


### LEGEND:

- Development Areas
- Land Use Buffer
- Sensitive Area Buffer
- Future Roadway Connection
- Access Point
- Stream
- Potential Detention Pond Sites
- Comprehensive Plan Designation
  - FS - Freeway Services
  - CB - Community Business
  - MU - Mixed Use
  - SF - Single Family
  - MFM - Multifamily

### NOTES:

- Area west of Quilceda Creek remains Single Family Residential Zoning
- Open Space & Trails Within Buffers
- "Gateway" Corridor Preserves Railroad Spurs
- Potential Future trail connection across I-5
- Circulation
  - Coordinated Intersection location on 116th Street NE
  - Access management onto 116th Street NE
  - Thru access north of 116th Street NE
  - No access to State Avenue
  - Access south to 88th Street
  - Single loop road
- Location & size of shared detention ponds are approximate- some on-site detention of individual properties may still be required



MAY 2001

CUL-DE-SAC OPTION  
 116th STREET NE MASTER PLAN  
 CITY OF MARYSVILLE, WASHINGTON  
 Figure 2

