

February 2, 2015

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

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

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

- 1. Approval of the January 5, 2015 City Council Work Session Minutes.
- 2. Approval of the January 12, 2015 City Council Meeting Minutes.

Consent

- 3. Approval of the January 21, 2015 Claims in the Amount of \$1,206,110.87; Paid by Check Numbers 97469 through 97587 with Check Number's 96241, 97159, and 97459 Voided.
- 4. Approval of the January 28, 2015 Claims in the Amount of \$346,526.53; Paid by Check Numbers 97588 through 97638 with No Checks Voided.

Review Bids

Public Hearings

- 5. Consider an **Ordinance** of the City of Marysville Vacating a Portion of 25th Avenue NE and an Existing Stormwater Detention Pond Located North of 172th Street NE (SR 531) in the City of Marysville, Washington *(Public Hearing will be held February 9, 2015).*

New Business

- 6. Consider the Petition to Construct or Reconstruct a Highway-Rail Grade Crossing.
- 7. Consider the Amendment to the Construction and Maintenance Agreement with BNSF Railway Company in the Amount of \$372,024.00 with a Management Reserve of \$50,000 - for a Total Authorization of \$422,024.00.

Work Sessions are for City Council study and orientation – Public Input will be received at the February 9, 2015 City Council meeting.

Marysville City Council Work Session
February 2, 2015 **7:00 p.m.** **City Hall**

8. Consider the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Funding for the 67th Avenue NE Overlay (88th Street NE to 108th Street NE) Project.

9. Consider Providing Direction to Staff Regarding RFP/RFI Submitted for the Cedarcrest Golf Course.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact 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.

Index #1

COUNCIL



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MINUTES

Work Session
January 5, 2015

Call to Order / Pledge of Allegiance

Mayor Nehring called the Work Session 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: Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

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

Mayor Nehring asked Council to approve tonight’s agenda and consider waiving the normal rules for a study session in order to allow a vote for committee appointments later in the agenda.

Motion made by Councilmember Stevens, seconded by Councilmember Vaughan, to approve the agenda with the ability to vote on items under Mayor’s business regarding committee assignments. **Motion** passed unanimously (7-0).

Committee Reports

Discussion Items

Approval of Minutes

1. Approval of December 1, 2014, City Council Work Session Minutes.
2. Approval of December 8, 2014 City Council Meeting Minutes.

Consent

3. Consider Approval of the December 10, 2014 Claims in the Amount of \$266,337.63; Paid by Check Numbers 96550 through 96664 with Check Number 96364 voided.
4. Consider Approval of the December 17, 2014 Claims in the Amount of \$677,769.81; Paid by Check Numbers 96665 through 96842 with Check Numbers 94464 and 95617 Voided.
5. Consider Approval of the December 24, 2014 claims in the amount of \$648,508.69 paid by Check Numbers 96843 through 97002 with Check Numbers 89356, 94638, 96757 and 96801 voided.
6. Approve the December 19, 2014 payroll in the amount \$1,252,324.62 Check Numbers 28457 through 28498.

Review Bids**Public Hearings****New Business**

7. Consider the Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board thereby Securing Funding for the Grove Street Sidewalk Improvements Project from State Avenue to Cedar Avenue.

Director Nielsen stated that this is a grant with TIB to put sidewalks in on Grove Street from Cedar Avenue to State Avenue. This does not include pavement or other improvements such as channelization, but staff will be looking into that because this is a potential location for an undercrossing.

8. Consider the Interlocal Agreement with Snohomish County for Participation in County's Overlay Program.

Director Nielsen explained this is an Interlocal Agreement with the County to participate in their annual overlay program. He explained it is a new program that can go up to \$500,000. The County is considering using a new asphalt mix which is thinner and will go further. The life expectancy is still 20 years. It is possible that all of Sunnyside can be done with the TBD money set aside this year for overlays.

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9. Consider the Local Agency Agreement Supplement No. 1 with WSDOT in the Amount of \$12,000.

Director Nielsen stated this is a supplement for the signal at 528 and 53rd to support WSDOT's review and construction review of the project.

10. Consider Acceptance of the Police Evidence Building Expansion Project with Obom Construction, Starting the 60-Day Lien Filing Period for Project Closeout.

Director Nielsen stated that this is done and ready for acceptance. He added that the police are very pleased with it.

11. Consider a **Resolution** of the City of Marysville, Washington Related to Nonconforming Situations amending Marysville Municipal Code (MMC) Sections 22C.100.030(3) and MMC 22C.100.040(3); and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that this Resolution relates to setting a hearing regarding a proposed vacation for a portion of 25th Avenue NE for the commercial project of Lakewood Station. He summarized the history of this item.

12. Consider an **Ordinance** Related To Master Planned Senior Communities By Amending Marysville Municipal Code (MMC) Section 22C.020.060 Permitted Uses; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Repealing Ordinance 2969 and Terminating the Moratorium Established therein; and Providing for Severability and Effective Date.

Planning Manager Holland explained that this relates to the six-month moratorium for master planned senior communities within commercial zones. The Planning Commission did work sessions and held a public hearing and is recommending that master planned senior communities not be permitted within the Neighborhood Business, Community Business, General Commercial and Downtown Commercial zones. This would be compatible with the current 20-year Land Use Plan.

13. Consider an **Ordinance** Related to Enactments Adopted by the Washington State Legislature by Amending Marysville Municipal Code (MMC) Sections 22C.020.060 Permitted Uses; 22C.010.070 Permitted Uses – Development Conditions; 22G.010.150 Administrative Approvals Without Notice; 22G.010.250 Vesting; 22G.010.260 Minor Revisions to Approved Development Applications; 22G.010.270 Major Revisions to Approved Residential Development Applications; 22G.010.280 Revisions not Defined as Minor or Major; 22G.010.290 Supplemental Information; 22G.010.300 Oath of Accuracy; 22G.010.310 Limitations on Refiling of Applications; 22G.010.320 Code Compliance Review – Actions Subject to Review; 22G.010.330 Decisions and Appeals; 22G.010.340 Actions Subject to Review; 22G.010.350 Notice

Requirements and Comment Period; 22G.010.360 Decision or Public Hearing Required; 22G.010.370 Additional Requirements Prior to Hearing; 22G.010.380 Decision Regarding Proposal; 22G.010.390 Time Limitations; 22G.010.400 Purpose; 22G.010.410 Temporary Use Permit; 22G.010.420 Variance; 22G.010.430 Conditional Use Permit; 22G.010.440 Rezone Criteria; 22G.010.450 Rezone and Review Procedures; 22G.010.460 Home Occupation Permit; 22G.010.470 Continuing Jurisdiction; 22G.010.480 Cancellation of Decisions; 22G.010.490 Transfer of Ownership; 22g.010.500 Purpose; 22G.010.510 Authority and Application; 22G.010.520 Required Findings; 22G.010.530 Burden of Proof; 22G.010.540 Appeal Process – General Description; 22G.010.550 Appeal of Administrative Interpretations and Approvals; 22G.010.560 Judicial Appeal; 22G.030.020 General Fee Structure; 22G.090.170 Preliminary and Final Subdivision Approval – Terms; 22G.090.185 Revisions After Preliminary Subdivision Approval; Repealing 22G.090.280; Amending Section 22G.090.380 Preliminary and Final Short Subdivision Approval – Terms; and Creating New Sections 22G.090.385 Revisions After Preliminary Short Subdivision Approval; 22G.100.125 Revisions; 22G.120.390 Revision of the Official Site Plan; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that as a result of WCIA’s audit process last year staff is proposing several code amendments in order to be consistent with current state law.

Councilmember Seibert referred to Exhibit A under F where it speaks to the change to internal lot lines and asked if requirements such as lot width and not having multiple panhandle lots next to each other would still apply. Planning Manager Holland stated that they would.

14. Consider an **Ordinance** Related to Nonconforming Situations amending Marysville Municipal Code (MMC) Sections 22C.100.030(3) and MMC 22C.100.040(3); and Amending MMC Section 22A.010.160 General Administration, Related Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that this would make approval of certain nonconforming situations administrative reviews which would waive the current fees and just require a building permit and a site plan submittal and review.

15. Consider an **Ordinance** Related to Definitions and the Sign Code Amending Marysville Municipal Code (MMC) Sections 22A.020.140 “Monument Sign” Definition; 22C.160.170(10) Development Standards – Freestanding Signs; 22C.160.180(5) Development Standards – Electronic Message, Animated and Changeable Copy Signs; 22C.160.240(1)(B) Nonconforming Signs; and Amending MMC Section 22A.010.160 General Administration, Related to

Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland reviewed the proposed sign code revisions which would clarify regulations for new signage.

16. Consider an **Ordinance** Related to the City's Animal Control Regulations; and Adding a New Section 10.04.335 Beekeeping to MMC Chapter 10.04 Animal Control.

Associate Planner Angela Gemmer stated that in response to concerns that were raised to the City Council staff did research on beekeeping provisions in other jurisdictions and invited comment from the local beekeeping organization at the Planning Commission. The proposed ordinance would prohibit hives on lots 5,000 feet and less and allow a certain number of hives for lots in increments greater than that. There would be an agricultural exemption to allow five hives per acre on sites that are four acres or larger. There would also be provisions for setbacks to make sure adjacent properties aren't adversely impacted by the bees and a provision to requeen the colony annually. There would be a requirement to register hives with the state, which is actually already state law.

Councilmember Toyer asked staff if they had touched base with the citizen who raised this issue initially to see if it addressed her concerns. Ms. Gemmer replied that some of her concerns related to minimum lot size, and she thought this would address this. She offered to touch base with her again to see what she thought of the proposal.

Councilmember Wright asked how this would affect the neighbor who was keeping the bees. Ms. Gemmer stated that it would require a decrease from three to two hives. She added that there is a provision that was strongly recommended by the beekeepers to allow a temporary increase in hives because sometimes the swarming problem is due to overpopulation. Additional hives for a brief period can help get the bees under control.

Councilmember Muller asked how requeening would be enforced. Ms. Gemmer replied that it would primarily be complaint-driven.

17. Consider an **Ordinance** Amending Marysville Municipal Code (MMC) Sections 10.04.460 Regarding Commercial Kennels and Pet Shops – General Conditions; MMC 22A.020.120 by Amending the Definition for “Kennel, Commercial”; MMC 22A.020.170 by Adding a Definition for “Pet Daycare”; MMC 22C.020.060 Regarding Table of Permitted Uses; MMC 22C.020.070 Regarding Permitted Uses – Development Conditions; and Amending MMC 22A.010.160 Regarding General Administration, Related to Tracking Amendments to the City's Unified Development Code.

Ms. Gemmer stated that recently there have been inquiries about a dog kennel going in the former Sears building, but due to the current 5-acre minimum lot size in the code it would not be allowed. This ordinance would eliminate the 5-acre minimum lot size

requirement for dog kennels, establish a specific permitted uses classification for pet daycares, incorporate some health and sanitation standards and provisions for wellbeing of animals, establish minimum setbacks from neighboring residential uses, and establish mitigation measures if there are noise complaints.

18. Consider an **Ordinance** Amending MMC 22D.020.090(5); MMC 22D.020.100 Regarding Parks, Recreation, Open Space and Trail Impact Fees and Mitigation; MMC 22D.040.050; MMC 22d.040.60 Regarding School Impact Fees and Mitigation; MMC 22D.030.070 Regarding Traffic Impact Fees and Mitigation; MMC 22A.010.160 Regarding General Administration, Related to Tracking Amendments to the City's Unified Development Code; Providing for Severability and Effective Date.

Ms. Gemmer stated that in reviewing the Comprehensive Plan and Development Regulations, staff discovered that the term for which traffic, school, and park impact fees may be expended has increased from six to ten years. This Ordinance would update those terms to be in alignment with state law.

19. Consider an **Ordinance** Related to the State Environmental Policy Act (SEPA) Amending Marysville Municipal Code (MMC) Section 22E.030.090; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that the Phase 2 SEPA regulations meant that some sections need to be amended to align the code with state law.

20. Consider an **Ordinance** Related to Wireless Communication Facilities (WCF) Amending Marysville Municipal Code (MMC) Section 22C.250.030 Adding Subsection (7) Related to WCF SEPA Exemptions; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland stated that this would amend the Wireless Communication Facilities section of Title 22 in order to state that that they are exempt from SEPA under certain circumstances. It references state law and incorporates it into city code.

21. Consider an **Ordinance** Related to Critical Areas Management – Article IV 'Geologic Hazards' Amending Marysville Municipal Code (MMC) Sections 22E.010.280; 22E.010.300(2); 22E.010.310(E) And Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Planning Manager Holland explained that as a result of the Oso landslide staff reviewed the Geologic Hazards section of the code and LIDAR mapping and is recommending an amendment to the code regarding setback requirements.

27. Consider Professional Services Agreement between City of Marysville and Summit Law Group.

CAO Hirashima reviewed this item.

Legal

22. Agreement for Legal Services between City of Marysville and Weed, Graafstra and Benson, Inc. P.S.

CAO Hirashima explained that there are still a number of projects in process at Weed, Graafstra, and Benson. This would provide for completion of those.

Mayor's Business

23. Reappointment to Library Board: B.J. Guillot.

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to affirm the reappointment of B.J. Guillot to the Library Board. **Motion** passed unanimously (7-0).

24. Reappointment to LEOFF I Disability Board: Donna Wright and Jeff Vaughan.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to affirm the reappointment Donna Wright and Jeff Vaughan to the LEOFF I Disability Board. **Motion** passed unanimously (7-0).

25. Reappointment to the Parks and Recreation Board: Mike Leighan.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to affirm the reappointment of Mike Leighan to the Parks and Recreation Board. **Motion** passed unanimously (7-0).

26. Annual Certification of Board of Health Representative: Donna Wright.

Motion made by Councilmember Muller, seconded by Councilmember Seibert, to affirm the reappointment of Donna Wright to the Board of Health. **Motion** passed unanimously (7-0).

28. SERS Appointment: Mayor Nehring as Primary Representative and Chief Smith as Alternate.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve the appointment of Mayor Nehring as Primary Representative and Chief Smith as Alternate to the SERS Board. **Motion** passed unanimously (7-0).

29. SNOPAC Appointment

Motion made by Councilmember Norton, seconded by Councilmember Wright, to approve Chief Smith as Primary and Mayor Nehring as Secondary representative to the SNOPAC Board. **Motion** passed unanimously (7-0).

30. SWAC Appointment: Jeff Seibert as Primary and Jeff Vaughan as Alternate

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to approve Jeff Seibert as the Primary and Jeff Vaughan as the Alternate appointments to the SWAC. **Motion** passed unanimously (7-0).

Mayor's Other Business:

- Happy Belated Birthday to Councilmember Toyer and Happy Birthday to Councilmember Stevens.
- Welcome to new City Attorney John Walker.
- Legislative Action Days in Olympia will be held on February 18 and 19. Councilmembers should Leah know if they are interested in going.
- NLC will be held in Washington DC in March. Leah is still waiting on flight preferences.
- He and other staff members will be meeting with a number of legislators tomorrow.
- He noted that Peter got a rave in the Rants and Raves section of the *Marysville Globe* for handing out holiday ornaments to the City Council.

Staff Business

Sandy Langdon welcomed everyone back.

Chris Holland wished everyone a Happy New Year.

Jim Ballew:

- The Tour of Lights served 2000 visitors and raised \$8000 in donations in 7 nights. He commended the volunteers from Getchell High School.
- Over the break the City received one RFP submittal for the golf course. He is hoping to review that submittal during the month of January with the help of a review committee. Councilmembers Rob Toyer, Steve Muller, and Kamille Norton expressed interest in serving on that committee.
- He is hoping to be able to give an update on the Baxter building next week.

Kevin Nielsen:

- There were a lot of storms over the break, but no calls on house or business flooding. There was some water over the roadways at 136th, 152nd, 25th, and 67th. Staff is looking to see what can be done for the future to prevent that. There was discussion about the impact of the culvert on the flooding.

- At the Public Works Committee this Friday they will be going over the GE filtration system. They will also be reviewing the 2015 Work Plan.

John Walker stated the need for an Executive Session to discuss two items regarding acquisition of property and one item involving review of employee performance. He estimated the three items would take 20 minutes with action being taken on the two real estate items.

Gloria Hirashima:

- A response went out to Ms. Polk regarding the solid waste situation.
- An L&I Inspection last year resulted in a number of minor violations. One issue involved a violation related to moving operations with the Vactor which would have had huge financial and safety impacts. Staff felt this was an unfair violation and an incorrect interpretation of the code so they appealed the violation. She was told that Public Works employees did an outstanding job presenting the case in Olympia. As a result the City received the decision that the original inspection decision was vacated. She commended Director Nielsen and his staff for their work.
- There will be a Court of Appeals hearing next week on January 13 regarding Cedar Grove.
- There will be a hearing in Federal Court this week on the Black case involving our police department.
- There is a new program for online police reporting that was just implemented a few weeks ago. There will be a presentation at the next meeting by Commander Goldman and Chief Smith.
- The Regional Fire Authority discussion is ongoing. Staff will be setting up a schedule within the next week.

Call on Councilmembers

Michael Stevens wished everyone Happy New Year and welcomed John Walker. He said the Tour of Lights was on the list of top places to see Christmas Lights in Snohomish County.

Rob Toyer had no comments.

Jeff Seibert welcomed everyone back and welcomed new City Attorney John Walker. He informed Director Nielsen that a no parking sign is down on 80th near 47th.

Donna Wright wished everyone Happy New Year and welcomed John Walker.

Kamille Norton welcomed everyone back. She appreciated the Mayor's and Chief Smith's comments in the City Scene. Welcome to John Walker.

Steve Muller wished everyone Happy New Year and welcomed John Walker.

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Jeff Vaughan said he spent time with former Mayor Dennis Kendall at the rehabilitation center where he is chipper and happy.

Council recessed into Executive Session at 8:00 p.m. for seven minutes before reconvening into Executive Session to discuss two real estate items and one personnel matter for 20 minutes with action expected on the real estate items.

Executive Session extended for five minutes until 8:32 p.m.

Executive Session

- A. Litigation
- B. Personnel – one item, RCW 42.30.110 (1) (g)
- C. Real Estate – two items, RCW 42.30.110(1) (b)

Executive Session ended and public meeting reconvened at 8:32 p.m.

Motion made by Councilmember Muller, seconded by Seibert, to authorize the Mayor to sign purchase and sale agreement with Michael B. Crane regarding property at 5928 Sunnyside Road.

Motion made by Councilmember Seibert, seconded by Muller, to authorize the Mayor to sign the purchase and sale agreement with Glenn and Marie Kieso regarding property located at 1408 1st Street.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:32 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Online Police Reporting	Presented
Approval of Minutes	
Approval of December 1, 2014 City Council Work Session Minutes.	Approved
Approval of December 8, 2014 City Council Meeting Minutes.	Approved
Consent Agenda	
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Consider Approval of the December 24, 2014 claims in the amount of \$648,508.69 paid by Check Numbers 96843 through 97002 with Check Numbers 89356, 94638, 96757 and 96801 voided.	Approved
Approve the December 19, 2014 payroll in the amount \$1,252,324.62 Check Numbers 28457 through 28498.	Approved
Consider Approving the Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board thereby Securing Funding for the Grove Street Sidewalk Improvements Project from State Avenue to Cedar Avenue.	Approved
Consider Approving the Interlocal Agreement with Snohomish County for Participation in County's Overlay Program.	Approved
Consider Approving the Local Agency Agreement Supplement No. 1 with WSDOT in the Amount of \$12,000.	Approved
Consider Acceptance of the Police Evidence Building Expansion Project with Obom Construction, Starting the 60-Day Lien Filing Period for Project Closeout.	Approved
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Consider Approval of the Professional Services Agreement between City of Marysville and Summit Law Group.	Approved
Consider Approval of the December 31, 2014 Claims in the Amount of \$860,164.86; Paid by Check Numbers 97003 through 97154 with Check Number 96156 Voided.	Approved
Consider Approval of the January 5, 2015 Payroll in the Amount of \$1,608,114.71; Paid by Check Numbers 28500 through 28547 with Check Number 28078 Voided and Reissued with Check Number 28499.	Approved
Review Bids	
Public Hearings	
New Business	
Consider Approval of a Resolution of the City of Marysville Establishing	Approved

<p>February 9, 2015 as the Date Upon which a Hearing Shall Be Held Before the Marysville City Council to Consider Vacation of a Portion of 25th Avenue NE, and a Stormwater Detention Pond, Located North of 172nd Street NE (SR 531) in the City of Marysville, and Consider Waiving Compensation for Said Vacation.</p>	<p>Res. No.2372</p>
<p>Consider Approval of an Ordinance Related To Master Planned Senior Communities By Amending Marysville Municipal Code (MMC) Section 22C.020.060 Permitted Uses; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Repealing Ordinance 2969 and Terminating the Moratorium Established therein; and Providing for Severability and Effective Date.</p>	<p>Approved Ord. No. 2980</p>
<p>Consider Approval of an Ordinance Related to Enactments Adopted by the Washington State Legislature by Amending Marysville Municipal Code (MMC) Sections 22C.020.060 Permitted Uses; 22C.010.070 Permitted Uses – Development Conditions; 22G.010.150 Administrative Approvals Without Notice; 22G.010.250 Vesting; 22G.010.260 Minor Revisions to Approved Development Applications; 22G.010.270 Major Revisions to Approved Residential Development Applications; 22G.010.280 Revisions not Defined as Minor or Major; 22G.010.290 Supplemental Information; 22G.010.300 Oath of Accuracy; 22G.010.310 Limitations on Refiling of Applications; 22G.010.320 Code Compliance Review – Actions Subject to Review; 22G.010.330 Decisions and Appeals; 22G.010.340 Actions Subject to Review; 22G.010.350 Notice Requirements and Comment Period; 22G.010.360 Decision or Public Hearing Required; 22G.010.370 Additional Requirements Prior to Hearing; 22G.010.380 Decision Regarding Proposal; 22G.010.390 Time Limitations; 22G.010.400 Purpose; 22G.010.410 Temporary Use Permit; 22G.010.420 Variance; 22G.010.430 Conditional Use Permit; 22G.010.440 Rezone Criteria; 22G.010.450 Rezone and Review Procedures; 22G.010.460 Home Occupation Permit; 22G.010.470 Continuing Jurisdiction; 22G.010.480 Cancellation of Decisions; 22G.010.490 Transfer of Ownership; 22g.010.500 Purpose; 22G.010.510 Authority and Application; 22G.010.520 Required Findings; 22G.010.530 Burden of Proof; 22G.010.540 Appeal Process – General Description; 22G.010.550 Appeal of Administrative Interpretations and Approvals; 22G.010.560 Judicial Appeal; 22G.030.020 General Fee Structure; 22G.090.170 Preliminary and Final Subdivision Approval – Terms; 22G.090.185 Revisions After Preliminary Subdivision Approval; Repealing 22G.090.280; Amending Section 22G.090.380 Preliminary and Final Short Subdivision Approval – Terms; and Creating New Sections 22G.090.385 Revisions After Preliminary Short Subdivision Approval; 22G.100.125 Revisions; 22G.120.390 Revision of the Official Site Plan; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.</p>	<p>Approved Ord. No.2981</p>

<p>Consider Approval of an Ordinance Related to Nonconforming Situations amending Marysville Municipal Code (MMC) Sections 22C.100.030(3) and MMC 22C.100.040(3); and Amending MMC Section 22A.010.160 General Administration, Related Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.</p>	<p>Approved Ord. No. 2982</p>
<p>Consider Approval of an Ordinance Related to Definitions and the Sign Code Amending Marysville Municipal Code (MMC) Sections 22A.020.140 “Monument Sign” Definition; 22C.160.170(10) Development Standards – Freestanding Signs; 22C.160.180(5) Development Standards – Electronic Message, Animated and Changeable Copy Signs; 22C.160.240(1)(B) Nonconforming Signs; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.</p>	<p>Approved Ord. No. 2983</p>
<p>Consider Approval of an Ordinance Related to the City’s Animal Control Regulations; and Adding a New Section 10.04.335 Beekeeping to MMC Chapter 10.04 Animal Control.</p>	<p>Approved Ord. No. 2984</p>
<p>Consider Approval of an Ordinance Amending Marysville Municipal Code (MMC) Sections 10.04.460 Regarding Commercial Kennels and Pet Shops – General Conditions; MMC 22A.020.120 by Amending the Definition for “Kennel, Commercial”; MMC 22A.020.170 by Adding a Definition for “Pet Daycare”; MMC 22C.020.060 Regarding Table of Permitted Uses; MMC 22C.020.070 Regarding Permitted Uses – Development Conditions; and Amending MMC 22A.010.160 Regarding General Administration, Related to Tracking Amendments to the City’s Unified Development Code.</p>	<p>Approved Ord. No. 2985</p>
<p>Consider Approval of an Ordinance Amending MMC 22D.020.090(5); MMC 22D.020.100 Regarding Parks, Recreation, Open Space and Trail Impact Fees and Mitigation; MMC 22D.040.050; MMC 22d.040.60 Regarding School Impact Fees and Mitigation; MMC 22D.030.070 Regarding Traffic Impact Fees and Mitigation; MMC 22A.010.160 Regarding General Administration, Related to Tracking Amendments to the City’s Unified Development Code; Providing for Severability and Effective Date.</p>	<p>Approved Ord. No.2986</p>
<p>Consider Approval of an Ordinance Related to the State Environmental Policy Act (SEPA) Amending Marysville Municipal Code (MMC) Section 22E.030.090; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.</p>	<p>Approved Ord. No.2987</p>
<p>Consider Approval of an Ordinance Related to Wireless Communication Facilities (WCF) Amending Marysville Municipal Code (MMC) Section 22C.250.030 Adding Subsection (7) Related to WCF SEPA Exemptions; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.</p>	<p>Approved Ord. No. 2988</p>
<p>Consider Approval of an Ordinance Related to Critical Areas Management – Article IV ‘Geologic Hazards’ Amending Marysville Municipal Code</p>	<p>Approved Ord. No. 2989</p>

(MMC) Sections 22E.010.280; 22E.010.300(2); 22E.010.310(E) And Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.	
Consider Approval of the Continuation of the Performance Award Program for Non-Represented Staff.	Approved
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:58
Executive Session	8:07
Personnel – one item	
Reconvenement	8:20 p.m.
Adjournment	8:20 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
January 12, 2015

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: Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney John Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

Councilmember Muller reported on the January 8 Library Board meeting where they reviewed the previous year. The library had a great year last year with a ton of activity. He commented that there is a new robotics program and you can check out a kit and build a robot on site.

Councilmember Stevens reported on the Marysville Fire District Board of Directors meeting. He stated that the search for a new chief is underway. He was elected as chair person for the Fire District Board of Directors.

Councilmember Seibert reported on the Public Works meeting where they reviewed projects completed last year as well as anticipated projects for this year. They also received a presentation on the ZENON membrane water filtration system.

Presentations

A. Online Police Reporting

Commander Goldman gave an overview of www.mycrimereport.us. This is an online system run through SnoPac. The type of crimes that may be reported online are low severity crimes involving property only. This system cannot be used for crimes where there are suspects, witnesses, or evidence. Commander Goldman reviewed the process for making a report online. He explained that this system provides an extra mechanism for citizens to report low level crimes. It captures crimes that may otherwise go unreported and may provide a minimal reduction in public disclosure requests. This is already built into the New World System. It also allows officers to stay on the streets.

Councilmember Muller asked about turnaround time from the time the report is submitted. Commander Goldman said the Police have 72 hours to respond to the citizen, but generally do it within 48 hours. The report simultaneously is sent to SnoPac and the appropriate agency.

Council President Vaughan asked if the response is automated. Commander Goldman replied that it is, but it includes an incident number and a case number.

Audience Participation

Approval of Minutes

1. Approval of December 1, 2014, City Council Work Session Minutes.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the December 1, 2014, City Council Work Session Minutes. **Motion** passed unanimously (7-0).

2. Approval of December 8, 2014 City Council Meeting Minutes.

Council President Vaughan referred to page 4 of 11 under his comments and noted that he had commented that the Chamber used to be the “Voice **of Business** in Marysville”

Councilmembers Wright and Toyer indicated they would not be voting since they were not at the meeting.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve the December 8, 2014 City Council Meeting Minutes with the change as noted by Council President Vaughan. **Motion** passed unanimously (5-0) with Councilmembers Wright and Toyer abstaining.

Consent

3. Consider Approval of the December 10, 2014 Claims in the Amount of \$266,337.63; Paid by Check Numbers 96550 through 96664 with Check Number 96364 voided.
4. Consider Approval of the December 17, 2014 Claims in the Amount of \$677,769.81; Paid by Check Numbers 96665 through 96842 with Check Numbers 94464 and 95617 Voided.
5. Consider Approval of the December 24, 2014 claims in the amount of \$648,508.69 paid by Check Numbers 96843 through 97002 with Check Numbers 89356, 94638, 96757 and 96801 voided.
6. Approve the December 19, 2014 payroll in the amount \$1,252,324.62 Check Numbers 28457 through 28498.
7. Consider Approving the Fuel Tax Grant Distribution Agreement with the Transportation Improvement Board thereby Securing Funding for the Grove Street Sidewalk Improvements Project from State Avenue to Cedar Avenue.
8. Consider Approving the Interlocal Agreement with Snohomish County for Participation in County's Overlay Program.
9. Consider Approving the Local Agency Agreement Supplement No. 1 with WSDOT in the Amount of \$12,000.
10. Consider Acceptance of the Police Evidence Building Expansion Project with Obom Construction, Starting the 60-Day Lien Filing Period for Project Closeout.
22. Consider Approval of the Agreement for Legal Services Between City of Marysville and Weed, Graafstra and Benson, Inc. P.S.
27. Consider Approval of the Professional Services Agreement between City of Marysville and Summit Law Group.
31. Consider Approval of the December 31, 2014 Claims in the Amount of \$860,164.86; Paid by Check Numbers 97003 through 97154 with Check Number 96156 Voided.
32. Consider Approval of the January 5, 2015 Payroll in the Amount of \$1,608,114.71; Paid by Check Numbers 28500 through 28547 with Check Number 28078 Voided and Reissued with Check Number 28499.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve Consent Agenda items 3-10, 22, 27, 31, and 32. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

New Business

11. Consider Approval of a Resolution of the City of Marysville Establishing February 9, 2015 as the Date Upon which a Hearing Shall Be Held Before the Marysville City Council to Consider Vacation of a Portion of 25th Avenue NE, and a Stormwater Detention Pond, Located North of 172nd Street NE (SR 531) in the City of Marysville, and Consider Waiving Compensation for Said Vacation.

Senior Planner Cheryl Dungan stated there was no new staff information.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve Resolution No.2372. **Motion** passed unanimously (7-0).

12. Consider Approval of an Ordinance Related To Master Planned Senior Communities By Amending Marysville Municipal Code (MMC) Section 22C.020.060 Permitted Uses; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Repealing Ordinance 2969 and Terminating the Moratorium Established therein; and Providing for Severability and Effective Date.

Senior Planner Cheryl Dungan stated there was no new staff information.

Motion made by Council President Vaughan, seconded by Councilmember Wright, to approve Ordinance No. 2980. **Motion** passed unanimously (7-0).

13. Consider Approval of an Ordinance Related to Enactments Adopted by the Washington State Legislature by Amending Marysville Municipal Code (MMC) Sections 22C.020.060 Permitted Uses; 22C.010.070 Permitted Uses – Development Conditions; 22G.010.150 Administrative Approvals Without Notice; 22G.010.250 Vesting; 22G.010.260 Minor Revisions to Approved Development Applications; 22G.010.270 Major Revisions to Approved Residential Development Applications; 22G.010.280 Revisions not Defined as Minor or Major; 22G.010.290 Supplemental Information; 22G.010.300 Oath of Accuracy; 22G.010.310 Limitations on Refiling of Applications; 22G.010.320 Code Compliance Review – Actions Subject to Review; 22G.010.330 Decisions and Appeals; 22G.010.340 Actions Subject to Review; 22G.010.350 Notice Requirements and Comment Period; 22G.010.360 Decision or Public Hearing Required; 22G.010.370 Additional Requirements Prior to Hearing; 22G.010.380 Decision Regarding Proposal; 22G.010.390 Time Limitations; 22G.010.400

Purpose; 22G.010.410 Temporary Use Permit; 22G.010.420 Variance; 22G.010.430 Conditional Use Permit; 22G.010.440 Rezone Criteria; 22G.010.450 Rezone and Review Procedures; 22G.010.460 Home Occupation Permit; 22G.010.470 Continuing Jurisdiction; 22G.010.480 Cancellation of Decisions; 22G.010.490 Transfer of Ownership; 22g.010.500 Purpose; 22G.010.510 Authority and Application; 22G.010.520 Required Findings; 22G.010.530 Burden of Proof; 22G.010.540 Appeal Process – General Description; 22G.010.550 Appeal of Administrative Interpretations and Approvals; 22G.010.560 Judicial Appeal; 22G.030.020 General Fee Structure; 22G.090.170 Preliminary and Final Subdivision Approval – Terms; 22G.090.185 Revisions After Preliminary Subdivision Approval; Repealing 22G.090.280; Amending Section 22G.090.380 Preliminary and Final Short Subdivision Approval – Terms; and Creating New Sections 22G.090.385 Revisions After Preliminary Short Subdivision Approval; 22G.100.125 Revisions; 22G.120.390 Revision of the Official Site Plan; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.

Senior Planner Cheryl Dungan stated there was no new staff information.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Ordinance No.2981. **Motion** passed unanimously (7-0).

14. Consider Approval of an Ordinance Related to Nonconforming Situations amending Marysville Municipal Code (MMC) Sections 22C.100.030(3) and MMC 22C.100.040(3); and Amending MMC Section 22A.010.160 General Administration, Related Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.

Senior Planner Cheryl Dungan stated there was no new staff information.

Motion made by Councilmember Wright, seconded by Council President Vaughan, to approve Ordinance No. 2982. **Motion** passed unanimously (7-0).

15. Consider Approval of an Ordinance Related to Definitions and the Sign Code Amending Marysville Municipal Code (MMC) Sections 22A.020.140 “Monument Sign” Definition; 22C.160.170(10) Development Standards – Freestanding Signs; 22C.160.180(5) Development Standards – Electronic Message, Animated and Changeable Copy Signs; 22C.160.240(1)(B) Nonconforming Signs; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date.

Senior Planner Cheryl Dungan stated there was no new staff information.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve Ordinance No. 2983. **Motion** passed unanimously (7-0).

16. Consider Approval of an Ordinance Related to the City's Animal Control Regulations; and Adding a New Section 10.04.335 Beekeeping to MMC Chapter 10.04 Animal Control.

Associate Planner Angela Gemmer said she spoke to the party who had initially expressed the concern about beekeeping. She is generally supportive of the Ordinance, although she would prefer greater setbacks.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve Ordinance No. 2984. **Motion** passed unanimously (7-0).

17. Consider Approval of an Ordinance Amending Marysville Municipal Code (MMC) Sections 10.04.460 Regarding Commercial Kennels and Pet Shops – General Conditions; MMC 22A.020.120 by Amending the Definition for “Kennel, Commercial”; MMC 22A.020.170 by Adding a Definition for “Pet Daycare”; MMC 22C.020.060 Regarding Table of Permitted Uses; MMC 22C.020.070 Regarding Permitted Uses – Development Conditions; and Amending MMC 22A.010.160 Regarding General Administration, Related to Tracking Amendments to the City's Unified Development Code.

Associate Planner Angela Gemmer had no new information on this item.

Motion made by Council President Vaughan, seconded by Councilmember Toyer, to approve Ordinance No. 2985. **Motion** passed unanimously (7-0).

18. Consider Approval of an Ordinance Amending MMC 22D.020.090(5); MMC 22D.020.100 Regarding Parks, Recreation, Open Space and Trail Impact Fees and Mitigation; MMC 22D.040.050; MMC 22d.040.60 Regarding School Impact Fees and Mitigation; MMC 22D.030.070 Regarding Traffic Impact Fees and Mitigation; MMC 22A.010.160 Regarding General Administration, Related to Tracking Amendments to the City's Unified Development Code; Providing for Severability and Effective Date.

Associate Planner Angela Gemmer had no new information on this item.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve Ordinance No.2986. **Motion** passed unanimously (7-0).

19. Consider Approval of an Ordinance Related to the State Environmental Policy Act (SEPA) Amending Marysville Municipal Code (MMC) Section 22E.030.090; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Senior Planner Cheryl Dungan had no new information on this item.

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Motion made by Councilmember Stevens, seconded by Councilmember Norton, to approve Ordinance No.2987. **Motion** passed unanimously (7-0).

20. Consider Approval of an Ordinance Related to Wireless Communication Facilities (WCF) Amending Marysville Municipal Code (MMC) Section 22C.250.030 Adding Subsection (7) Related to WCF SEPA Exemptions; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Senior Planner Cheryl Dungan had no new information on this item.

Motion made by Councilmember Wright, seconded by Council President Vaughan, to approve Ordinance No. 2988. **Motion** passed unanimously (7-0).

21. Consider Approval of an Ordinance Related to Critical Areas Management – Article IV 'Geologic Hazards' Amending Marysville Municipal Code (MMC) Sections 22E.010.280; 22E.010.300(2); 22E.010.310(E) And Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date.

Senior Planner Cheryl Dungan had no new information on this item.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve Ordinance No. 2989. **Motion** passed unanimously (7-0).

33. Consider Approval of the Continuation of the Performance Award Program for Non-Represented Staff.

CAO Hirashima stated this is a program the Council initiated and approved in 2013. Generally speaking, this has been a good program which recognizes achievement that goes above and beyond the normal excellence of employees.

Councilmember Muller asked if the employees have standard expectations for their job class. CAO Hirashima replied that they do. Councilmember Muller stated that he likes the program.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the Continuation of the Performance Award Program for Non-Represented Staff. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

Mayor Nehring:

DRAFT

- Marysville is hosting the Snohomish County Cities meeting at the golf course on Thursday. This is typically a large meeting because there is voting on committee assignments. He encouraged all councilmembers to attend.
- Economic Alliance Snohomish County (EASC) Legislative Kickoff last week went very well.
- Dr. Macy will be coming to town to work with the Tribes and the community regarding the MPHS tragedy. There will be a kickoff dinner on Monday from 6 to 9 p.m. Mayor Nehring will not be able to attend, but would appreciate someone taking his place.

Staff Business

Chief Smith:

- Welcome back from the holidays.
- He reported good news for 2014. The goal last year was to reduce crime by 20% in two years. He is very proud to report that SODA area crime has gone down by 19.62%. Overall crime for the city (excluding theft) is down by almost 8%. The Regional Property Crimes Unit with the County, Lake Stevens, and funding from Stillaguamish Tribes made three arrests last week; one of these was major and some major investigations are underway.
- He gave an update on the New World System. He believes it will go live on June 9.
- He discussed the benefit of the online reporting system (www.MyCrimeReport.us) and how implementation of this will happen.
- Mayor Nehring commented that the decrease in crime in the SODA area is a very big deal. He congratulated Chief Smith on the accomplishments.

Sandy Langdon:

- The TBDs bylaws have a regularly scheduled meeting next Monday, but there is no business on the agenda. There was consensus to cancel the meeting.
- There is a Finance Committee meeting scheduled for January 21.

John Walker:

- He stated all his interactions with staff and the community have been extremely positive and he is looking forward to moving forward with the work of the City.
- He stated the need for an Executive Session to discuss one item regarding an annual review of the city administrator with no action requested.

Kevin Nielsen:

- Public Works received a safety grant for signal improvements throughout the City in the amount of \$422,000. He will bring a list of projects to the next Council meeting.
- Go Ducks and Go Hawks!

Jim Ballew had no comments.

Gloria Hirashima:

- Staff is continuing to work on the video channel. Jim Ballew is acting as host for the programming. They are currently doing spots for all the departments. High school classes are doing the filming for free. This will be a nice way to use the cable channel.
- She gave an update on a couple lawsuits that have closed out in the past week.

Call on Councilmembers

Kamille Norton:

- The Parks office looks great with the new desk and carpet.
- She is excited about the online reporting system for crimes.

Steve Muller had no comments.

Rob Toyer congratulated Chief Smith and the Police department.

Michael Stevens:

- He congratulated Chief Smith for the decrease in crime.
- Thanks for the update on the New World System.
- He has received two positive comments on the service Cheryl Dungan has provided.
- He won't be able to attend the Snohomish County Cities dinner.

Jeff Seibert had no comments.

Donna Wright:

- She echoed congratulations on crime statistics.
- She asked for confirmation that there will be a Public Safety meeting on January 28. Staff confirmed that there will be.

Jeff Vaughan:

- He utilized the online crime reporting system in December and thinks it is a good move.
- He commended police for swiftly dealing with a situation in his neighborhood.

Mayor Nehring recessed the meeting at 7:58 until 8:07 p.m. At 8:08 pm the meeting reconvened for a 15-minute Executive Session with no action to discuss one personnel item.

Executive Session

- A. Litigation
- B. Personnel – one item, RCW 42.30.110 (1)(g)

C. Real Estate

Executive session ended and public meeting reconvened at 8:20 p.m.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:20 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 9, 2015

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 **January 21, 2015** claims in the amount of **\$1,206,110.87** paid by **Check No.'s 97469 through 97587 with Check No.'s 96241, 97159 & 97459 voided.**

COUNCIL ACTION:

**CLAIMS
FOR
PERIOD-1**

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 **\$1,206,110.87 PAID BY CHECK NO.'S 97469 THROUGH 97587 WITH CHECK NO.'S 96241, 97159 & 97459 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF FEBRUARY 2015.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/16/2015 TO 1/21/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97469	REVENUE, DEPT OF	SALES AND USE TAXES-DEC 2014	PRO-SHOP	-40.67
	REVENUE, DEPT OF		CITY CLERK	0.57
	REVENUE, DEPT OF		INFORMATION SERVICES	13.65
	REVENUE, DEPT OF		POLICE ADMINISTRATION	19.41
	REVENUE, DEPT OF		RECREATION SERVICES	63.38
	REVENUE, DEPT OF		WATER/SEWER OPERATION	277.55
	REVENUE, DEPT OF		CITY STREETS	401.59
	REVENUE, DEPT OF		ER&R	1,302.27
	REVENUE, DEPT OF		GOLF COURSE	1,719.54
	REVENUE, DEPT OF		GENERAL FUND	3,145.52
	REVENUE, DEPT OF		STORM DRAINAGE	5,465.24
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	28,583.22
	REVENUE, DEPT OF		UTIL ADMIN	52,481.58
97470	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL (6)	PARK & RECREATION FAC	198.00
97471	ALBERTSONS	TOUR OF LIGHTS/HOLIDAY/EMP APP	COMMUNITY EVENTS	13.03
	ALBERTSONS		COMMUNITY EVENTS	18.28
	ALBERTSONS		RECREATION SERVICES	25.88
	ALBERTSONS		RECREATION SERVICES	29.97
	ALBERTSONS		PERSONNEL ADMINISTRATIO	133.14
	ALBERTSONS		PRO-SHOP	143.10
97472	ANDERSON, ERIK	UB 870120000001 7908 50TH DR N	WATER/SEWER OPERATION	195.06
97473	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.15
97474	BANK OF AMERICA	SUPPLY REIMBURSEMENT	OFFICE OPERATIONS	31.72
97475	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	3.00
	BANK OF AMERICA		EXECUTIVE ADMIN	125.00
97476	BANK OF AMERICA	EMP APPRECIATION REIMBURSEMENT	PERSONNEL ADMINISTRATIO	130.08
97477	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE ADMINISTRATION	31.13
	BANK OF AMERICA		POLICE ADMINISTRATION	240.06
97478	BANK OF AMERICA	ADVERTISING REIMBURSEMENT	ENGR-GENL	300.00
	BANK OF AMERICA		TRANSPORTATION MANAGEM	350.00
97479	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	-90.00
	BANK OF AMERICA		POLICE ADMINISTRATION	59.17
	BANK OF AMERICA		POLICE PATROL	1,166.82
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,227.22
97480	BANK OF AMERICA	BANK ANALYSIS FEE-DEC 2014	NON-DEPARTMENTAL	26,807.22
	BANK OF AMERICA		UTIL ADMIN	26,807.22
97481	BILLING DOCUMENT SPE	MAINTENANCE FEES	UTILITY BILLING	30.00
97482	BLAIR, JACK	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.58
97483	BOB BARKER COMPANY	JANITORIAL SUPPLIES	DETENTION & CORRECTION	726.89
97484	BRANNON, PAM	UB 131140000001 4716 118TH ST	WATER/SEWER OPERATION	25.67
97485	BURCH, MYRNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.91
97486	BUTCHER, MARCUS		NON-DEPARTMENTAL	87.21
97487	CALLAHAN, KALEB	MEAL REIMBURSEMENT	GENERAL SERVICES - OVERF	14.00
97488	CAPITAL ONE COMMERCIAL	SUPPLY REIMBURSEMENT	PRO-SHOP	38.45
	CAPITAL ONE COMMERCIAL		MAINT OF GENL PLANT	108.79
97489	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	72.00
97490	CELLEBRITE USA, INC.	LICENSE RENEWAL	INFORMATION SERVICES	-35.11
	CELLEBRITE USA, INC.		COMPUTER SERVICES	434.11
97491	CERUTI, PAT	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.24
97492	CHILD ADVOCACY CTR	CHILD INTERVIEW SPECIALIST-4TH	POLICE INVESTIGATION	2,818.10
97493	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
97494	CORPORATE OFFICE SPL	COPY PAPER	WATER DIST MAINS	139.05
97495	COURIER, RICHARD & T	UTILITY TAX REBATE	NON-DEPARTMENTAL	86.84
97496	DANIELS, DON		NON-DEPARTMENTAL	60.45
97497	DB SECURE SHRED	SHREDDING SERVICE	CITY CLERK	211.51
97498	DICKS TOWING	TOWING EXPENSE-MP15-0010	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-0041	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-0158	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-0191	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-0201	POLICE PATROL	43.52
97499	DUBEAU, AMY	REIMBURSE NOTARY FEE	LEGAL - PROSECUTION	30.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/16/2015 TO 1/21/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97500	E&E LUMBER	RETURN LUMBER	PARK & RECREATION FAC	-17.65
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	12.54
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	622.70
97501	EHRHARDT, SANDRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.56
97502	ERICKSON, IRENE		NON-DEPARTMENTAL	34.15
97503	EVERETT STAMP WORKS	STAMP	LEGAL-GENL	23.97
	EVERETT STAMP WORKS		OFFICE OPERATIONS	57.45
97504	FIRST AMERICAN TITLE	SUBDIVISION/PLAT CERTIFICATE	WATER CAPITAL PROJECTS	382.20
97505	FRANE, DANIEL & JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	131.31
97506	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.66
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.66
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.66
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.66
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.66
	FRONTIER COMMUNICATI		CITY CLERK	15.32
	FRONTIER COMMUNICATI		LEGAL-GENL	15.32
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.32
	FRONTIER COMMUNICATI		YOUTH SERVICES	22.98
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	22.98
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	30.64
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	30.64
	FRONTIER COMMUNICATI		FINANCE-GENL	38.30
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	38.30
	FRONTIER COMMUNICATI		RECREATION SERVICES	38.30
	FRONTIER COMMUNICATI		STORM DRAINAGE	38.30
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	38.30
	FRONTIER COMMUNICATI		COMPUTER SERVICES	38.33
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	45.47
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	46.27
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	46.27
	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	53.63
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	61.29
	FRONTIER COMMUNICATI		UTILITY BILLING	61.29
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	64.91
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	65.06
	FRONTIER COMMUNICATI	PHONE CHARGES	ENGR-GENL	68.95
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	68.95
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	68.95
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	84.27
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	84.27
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	91.93
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	99.59
	FRONTIER COMMUNICATI		UTIL ADMIN	145.55
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	168.53
	FRONTIER COMMUNICATI		POLICE PATROL	337.07
97507	GILLETTE, DON	UTILITY TAX REBATE	UTIL ADMIN	38.45
	GILLETTE, DON		NON-DEPARTMENTAL	43.65
	GILLETTE, DON		UTIL ADMIN	143.30
97508	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
97509	GUY ASHMORE	UB 691201100000 12011 35TH AVE	WATER/SEWER OPERATION	396.92
97510	HATLOE'S DECORATING	KBCC RESTROOM FLOOR MATERIAL	COMMUNITY CENTER	3,978.08
97511	HAUGSVAR, ED	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.42
97512	HD FOWLER COMPANY	HYDRANT AND PARTS	WATER CAPITAL PROJECTS	2,458.93
97513	HD SUPPLY WATERWORKS	WATCHDOG REPAIR PARTS	WATER CROSS CNTL	153.70
97514	HIETBRINK, RUSSELL &	UB 650960000001 9818 63RD DR N	WATER/SEWER OPERATION	15.01
97515	HOME DEPOT	BULB	PARK & RECREATION FAC	9.81
97516	HOORN, ROXANNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
97517	HOWELL, BRIAN	UB 650640800000 6408 107TH PL	WATER/SEWER OPERATION	21.64
97518	JONES, JANICE M	UTILITY TAX REBATE	NON-DEPARTMENTAL	19.79
97519	JONES, MARY A	UB 971350000002 1617 10TH ST	WATER/SEWER OPERATION	164.08
97520	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	14,351.01

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/16/2015 TO 1/21/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97521	KERNS, RICHARD	UB 810498000000 7010 ARMAR RD	WATER/SEWER OPERATION	78.74
97522	KMD ARCHITECTS	PROFESSIONAL SERVICES	FACILITY REPLACEMENT	17,363.00
97523	LASTING IMPRESSIONS	BASKETBALL SHIRTS	RECREATION SERVICES	4,567.64
97524	LIAN, DALE E	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.94
97525	LICENSING, DEPT OF	CARLSON, GILBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CIRCLE, SHAYE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COOK, KRISTI (ORIGIANL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GROSS, LARRY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MASSEY, ROBERT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCGEATHEY, ALEXANDER (ORIGINAL	GENERAL FUND	18.00
	LICENSING, DEPT OF	MORLING, MATTHEW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PETIT, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SKALICKY, KAYLA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SWEET, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	VOLSON, LYTTONN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WARK, CATHERINE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLAND, PHILLIP (LT RENEWAL)	GENERAL FUND	21.00
97526	LUCE, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.05
97527	MARYSVILLE AWARDS	NAMEPLATE	CITY COUNCIL	20.13
	MARYSVILLE AWARDS	AWARD	PARK & RECREATION FAC	166.45
97528	MCCAIN TRAFFIC SPLY	POWER SUPPLIES	TRANSPORTATION MANAGEM	576.64
97529	MDE INC	PROFESSIONAL SERVICES	COMMUNITY CENTER	2,165.00
97530	MELLO, CARI	UTILITY TAX REBATE	NON-DEPARTMENTAL	14.48
97531	MIRANDA, TONYA	WFOA MEMBERSHIP REIMBURSEMENT	UTIL ADMIN	50.00
97532	MPOA	REISSUE LOST PAYROLL CHECK	PAYROLL CLEARING	5,646.06
97533	NEGRETTE, LORENZO	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.35
97534	NOLF, LOUISE		NON-DEPARTMENTAL	48.74
97535	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	62.31
	OFFICE DEPOT		POLICE PATROL	82.90
	OFFICE DEPOT		OFFICE OPERATIONS	143.49
	OFFICE DEPOT		POLICE PATROL	214.24
	OFFICE DEPOT		OFFICE OPERATIONS	282.50
97536	PAYMENTUS	TRANSACTION FEES	UTILITY BILLING	13,878.71
97537	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	111.60
97538	POSEY, REGINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.66
97539	PRINGLE, HARRY		UTIL ADMIN	38.45
	PRINGLE, HARRY		NON-DEPARTMENTAL	42.92
	PRINGLE, HARRY		UTIL ADMIN	143.30
97540	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	33.60
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	55.31
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	92.81
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	101.09
	PUD	ACCT #2020-0351-3	PUMPING PLANT	138.12
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	139.58
	PUD	2202-9862-4	STREET LIGHTING	174.69
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	346.00
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	427.63
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	528.32
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	748.19
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	856.55
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,587.68
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,712.59
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,945.03
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	3,499.90
97541	RICOH USA, INC.	PRINTER RENT	POLICE PATROL	194.66
	RICOH USA, INC.		POLICE PATROL	194.66
97542	ROBINETT MANAGEMENT	UB 983021740000 3021 74TH DR N	WATER/SEWER OPERATION	272.82
97543	RODARTE CONST INC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-667.15
	RODARTE CONST INC		WATER/SEWER OPERATION	1,150.00
97544	RYAN, LYUDMILA	UB 830144000001 6826 71ST ST N	WATER/SEWER OPERATION	150.00
97545	SALVADALENA, STEFANI	UTILITY TAX REBATE	NON-DEPARTMENTAL	13.51

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/16/2015 TO 1/21/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97574	VERIZON	WIRELESS CHARGES	WASTE WATER TREATMENT F	698.28
	VERIZON		UTIL ADMIN	1,132.42
	VERIZON		POLICE PATROL	3,529.34
97575	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	112.50
	WA STATE TREASURER		GENERAL FUND	58,861.48
97576	WALLACE, MCKENZIE	UB 570697500002 17904 29TH AVE	WATER/SEWER OPERATION	93.83
97577	WASHINGTON STATE UNV	PESTICIDE RECERT CLASS (4)	PARK & RECREATION FAC	480.00
97578	WCIA	TBD-LIABLILITY & PROPERTY PROG	GENL GVRNMNT SERVICES	2,500.00
	WCIA	LIABILITY & PROPERTY PROGRAM A	ER&R	5,006.00
	WCIA		GOLF COURSE	31,468.00
	WCIA		GARBAGE	52,208.00
	WCIA		CITY STREETS	65,081.00
	WCIA		GENERAL FUND	239,582.00
	WCIA		WATER/SEWER OPERATION	321,830.00
97579	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	205.12
97580	WESTERN FACILITIES	JANITORIAL SUPPLIES	DETENTION & CORRECTION	537.73
97581	WHATCOM CO PARK &	RANGE RENTAL/STORAGE 2015	POLICE TRAINING-FIREARMS	7,058.00
97582	WHIDBEY ISLAND BANK	RETAINAGE OF PAY ESTIMATE #3	UTILITY CONSTRUCTION	237.50
97583	WILLIAMS, JOHN M	UB 840018000002 6922 73RD DR N	WATER/SEWER OPERATION	104.82
97584	WINFIELD SOLUTIONS	PESTICIDES	MAINTENANCE	317.18
	WINFIELD SOLUTIONS		MAINTENANCE	1,031.21
97585	WOODBURY, VIOLET	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.11
97586	WOODS, KYLE	REIMBURSE STORAGE REELS, PAINT	ENGR-GENL	103.89
97587	WSTOA	TEAM MEMBERSHIP DUES	POLICE PATROL	100.00

WARRANT TOTAL:

1,206,850.09

REASON FOR VOIDS:
 UNCLAIMED PROPERTY
 INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST/DAMAGED IN MAIL

CHECK # 96241	INITIATOR ERROR	(396.92)
CHECK # 97159	INITIATOR ERROR	(195.06)
CHECK # 97459	INITIATOR ERROR	(147.24)

1,206,110.87

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 9, 2015

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 **January 28, 2015** claims in the amount of **\$346,526.53** paid by **Check No.'s 97588 through 97638 with no Check No. voided.**

COUNCIL ACTION:

CLAIMS
FOR
PERIOD-1

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 **\$346,526.53 PAID BY CHECK NO.'S 97588 THROUGH 97638 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF FEBRUARY 2015.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/22/2015 TO 1/28/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97588	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	26.33
97589	ASM AFFILIATES, INC.	PROFESSIONAL SERVICES	GMA - STREET	1,534.50
97590	BANK OF AMERICA	SUPPLY REIMBURSEMENT	COMPUTER SERVICES	0.82
	BANK OF AMERICA		UTILITY BILLING	13.98
	BANK OF AMERICA		COMPUTER SERVICES	36.00
97591	BANK OF AMERICA		EXECUTIVE ADMIN	100.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	157.64
	BANK OF AMERICA		LEGAL-GENL	225.00
	BANK OF AMERICA		EXECUTIVE ADMIN	292.46
	BANK OF AMERICA		CITY COUNCIL	300.00
97592	BANK OF NEW YORK	ADMIN FEE MARLID7114	INTEREST & OTHER DEBT SE	52.71
97593	BICKFORD FORD	SEAL, BEARINGS AND AXLE SHAFT	EQUIPMENT RENTAL	323.24
97594	BLUMENTHAL UNIFORMS	UNIFORM-MAPLES	POLICE PATROL	1,061.62
97595	BOWEN, CHRISTINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
97596	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	109.75
	BRINKS INC		UTIL ADMIN	109.75
	BRINKS INC		GOLF ADMINISTRATION	192.66
	BRINKS INC		UTILITY BILLING	196.34
	BRINKS INC		POLICE ADMINISTRATION	369.51
	BRINKS INC		MUNICIPAL COURTS	369.52
97597	CALIBRE PRESS, INC.	SEMINAR-JONES	POLICE TRAINING-FIREARMS	209.00
97598	COOP SUPPLY	REAR TRACK WHEEL	MAINT OF GENL PLANT	16.96
	COOP SUPPLY	PROPANE	EQUIPMENT RENTAL	25.70
	COOP SUPPLY	WHEEL CARRIER	MAINT OF GENL PLANT	107.16
97599	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,728.21
97600	DANAN, ANNA	RENTAL FEES/DEPOSIT REUND	PARKS-RECREATION	85.00
	DANAN, ANNA		GENERAL FUND	100.00
97601	DATEC, INC	SECTOR PAPER	POLICE PATROL	527.13
97602	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		PROBATION	16.79
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
97603	DIGITAL DOLPHIN SUPP	TONER CREDIT	POLICE ADMINISTRATION	-39.70
	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-11.17
	DIGITAL DOLPHIN SUPP		YOUTH SERVICES	138.04
97604	E&E LUMBER	DOOR PULL	PUBLIC SAFETY BLDG.	4.69
	E&E LUMBER	CUT SNIP	FACILITY MAINTENANCE	14.61
	E&E LUMBER	TAPE, SANDPAPER AND SOCKET ADA	ADMIN FACILITIES	23.24
	E&E LUMBER	DOWNSPOUT AND MORTAR	LIBRARY-GENL	25.05
	E&E LUMBER	ELECTRICAL CORD	TRANSPORTATION MANAGEM	28.19
	E&E LUMBER	LUMBER	ADMIN FACILITIES	52.17
	E&E LUMBER	LEVER, DOORSTOPS, PUTTY AND PL	ADMIN FACILITIES	110.21
	E&E LUMBER	LIGHT BULBS	PUBLIC SAFETY BLDG.	130.07
97605	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	600.00
97606	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	2,410.00
97607	FBINAA WASHINGTON	FBI DUES	POLICE ADMINISTRATION	90.00
	FBINAA WASHINGTON		POLICE ADMINISTRATION	90.00
97608	FRED MEYER	JEANS-WATSON	UTIL ADMIN	97.89
97609	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	45.47
	FRONTIER COMMUNICATI	ACCT #425-397-6325-031998-5	PARK & RECREATION FAC	52.33
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	64.91
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	64.91
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	91.76
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	93.22
97610	GOVCONNECTION INC	PORTABLE HD	COMPUTER SERVICES	184.86
	GOVCONNECTION INC	MISC PERIPHERAL REPLACEMENTS	COMPUTER SERVICES	254.84
	GOVCONNECTION INC	MEMORY REPLACEMENTS	COMPUTER SERVICES	422.47
	GOVCONNECTION INC	DVD BURNER	COMPUTER SERVICES	434.41
97611	GREENSHIELDS	BALL VALVES	EQUIPMENT RENTAL	60.28
97612	HESS, AMY	REIMBURSE MILEAGE	COMMUNITY DEVELOPMENT-	74.04

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/22/2015 TO 1/28/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97613	MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	135.00
	MACKIE, TRACEY		COMMUNITY CENTER	667.00
97614	MARYSVILLE PRINTING	ENVELOPES	PERSONNEL ADMINISTRATIO	61.45
	MARYSVILLE PRINTING	SOCCER AND SPRING EVENT FLYERS	RECREATION SERVICES	647.68
	MARYSVILLE PRINTING		RECREATION SERVICES	647.69
97615	NATIONAL BARRICADE	THERMOPLASTIC PADS	TRAFFIC CONTROL DEVICES	78.19
97616	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	9.69
	OFFICE DEPOT		COMPUTER SERVICES	26.26
	OFFICE DEPOT		PROPERTY TASK FORCE	27.81
	OFFICE DEPOT		COMPUTER SERVICES	28.93
	OFFICE DEPOT		PROPERTY TASK FORCE	43.78
	OFFICE DEPOT		PROPERTY TASK FORCE	150.40
	OFFICE DEPOT	BATTERIES	POLICE PATROL	179.47
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	246.95
	OFFICE DEPOT		PROPERTY TASK FORCE	635.41
	OFFICE DEPOT		PROPERTY TASK FORCE	829.59
97617	PACIFIC POWER BATTER	BATTERIES	ER&R	173.00
97618	PARTS STORE, THE	PAINT	SOLID WASTE OPERATIONS	90.05
	PARTS STORE, THE	FILTERS, ANITFREEZE AND TAIL L	ER&R	182.59
97619	PLATT ELECTRIC	LIGHT BULBS	ADMIN FACILITIES	55.29
	PLATT ELECTRIC	TEST METER, CASE, TIES AND CON	TRANSPORTATION MANAGEM	567.88
97620	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	33.82
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	62.09
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	72.67
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	76.53
	PUD	ACCT #2030-0516-0	STREET LIGHTING	101.37
	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEM	117.17
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	133.97
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	136.87
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	156.45
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	187.25
	PUD	ACCT #2025-5745-0	STREET LIGHTING	202.95
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	358.64
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	482.99
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	595.06
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	1,239.15
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,298.25
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	1,435.08
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	1,718.59
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,477.57
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,750.80
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	4,591.16
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	7,382.15
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	13,637.67
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	14,425.70
97621	PUGET SOUND SECURITY	KEYS	EQUIPMENT RENTAL	14.58
	PUGET SOUND SECURITY		STREET LIGHTING	17.14
97622	SEATTLE TIMES, THE	EMPLOYMENT AD	EXECUTIVE ADMIN	433.33
	SEATTLE TIMES, THE		ENGR-GENL	1,089.46
97623	SENTINEL OFFENDER SE	ELEC HOME MONITORING	DETENTION & CORRECTION	1,074.43
97624	SERS	SERS 2015 ASSESSMENT	COMMUNICATION CENTER	183,909.00
97625	SHERWIN WILLIAMS	PAINT AND SUPPLIES	COURT FACILITIES	245.26
97626	SNO CO AUDITOR	VOTER REGISTRATION (36595)	FINANCIAL & RECORDS SERV	71,940.49
97627	SOUND SAFETY	RAINGEAR	ER&R	83.69
	SOUND SAFETY	JEANS-BUELL, J	UTIL ADMIN	98.12
	SOUND SAFETY	GLOVES	ER&R	322.05
97628	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	8.04
	STAPLES		PARK & RECREATION FAC	16.27
	STAPLES		PERSONNEL ADMINISTRATIO	22.82
	STAPLES		PARK & RECREATION FAC	168.81
	STAPLES		PERSONNEL ADMINISTRATIO	311.14

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FOR INVOICES FROM 1/22/2015 TO 1/28/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
97628	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	349.29
97629	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	26.00
	STATE PATROL		GENERAL FUND	577.50
97630	SUMMIT LAW GROUP	GENERAL LABOR PROFESSIONAL SER	PERSONNEL ADMINISTRATIO	5,756.00
97631	TOCCO, LEAH	REIMBURSE PLAQUE AND FRAMING	EXECUTIVE ADMIN	455.82
97632	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	584.02
97633	UNITED PARCEL SERVIC	SHIPPING EXPENSE	GMA - STREET	71.10
	UNITED PARCEL SERVIC		POLICE PATROL	190.02
97634	VOLUNTEERS OF AMERIC	TRAINING-SCOTT	EQUIPMENT RENTAL	190.00
97635	WHITE CAP CONSTRUCT	TUBE, RAPID SET, SEALANT AND D	SIDEWALKS MAINTENANCE	166.07
97636	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.62
97637	WITHOUT BORDERS	INSTRUCTOR SERVICES	RECREATION SERVICES	535.50
97638	WOLTERS KLUWER LAW	APA BASIC GUIDE TO PAYROLL	FINANCE-GENL	538.56

WARRANT TOTAL:

346,526.53

REASON FOR VOIDS:
UNCLAIMED PROPERTY
INITIATOR ERROR
WRONG VENDOR
CHECK LOST/DAMAGED IN MAIL

Index #5

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 9, 2015

AGENDA ITEM: Public Hearing to consider the proposed vacation of 25 th Avenue NE and the existing stormwater pond and the request to waive compensation for said vacation.	AGENDA SECTION: Public Hearing	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENTS: 1. Resolution 2372 2. Petition for Vacation of 25 th Avenue NE, including: • Exhibit A – AERO Construction Co. Bid • Exhibit B – Lakewood Station Preliminary Site Plan • Exhibit C – Future ROW Dedication for realigned roadway 3. Memo from Chris Holland, Planning Manager, 12/23/14 4. Staff & Public Agency Comments 5. Chapter 12.32 MMC, <i>Vacation of Streets and Alleys</i> 6. Ordinance	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

On January 12, 2014 City Council passed Resolution No. 2372 setting a public hearing date on February 9, 2015 to consider the petition from Smokey Point Commercial, LLC (applicant), proposing to vacate a portion of 25th Avenue NE and an existing stormwater detention pond, located north of 172nd Street NE (SR 531), in conjunction with the construction of the Lakewood Station Binding Site Plan. The resolution recommended City Council waive all compensation of the vacated right-of-way based on the factors outlined in Resolution No. 2372.

Staff is recommending Council approve the proposed vacation of 25th Avenue NE and the existing stormwater detention pond, subject to the following conditions, as reflected in the attached Ordinance:

- (a) Vacation of 25th Avenue NE and the stormwater detention pond shall not be effective until the applicant has constructed a permanent or temporary public access from 25th Avenue NE to 172nd Street NE (SR 531), as approved by the City Engineer;
- (b) 25th Avenue NE shall be vacated subject to reservation of a perpetual easement in favor of the City of Marysville for utilities, across, under and through that portion of the property; and
- (c) The applicant shall be required to construct and dedicate, to the City of Marysville, a new public roadway realigning 25th Avenue NE to the west to a mini RAB and construct a RAB at 172nd Street NE (SR 531), to a public standard; including sidewalks, planter strips and decorative lighting, as approved by the City Engineer and Washington State Department of Transportation.

RECOMMENDED ACTION: Approve the Ordinance vacating 25 th Avenue NE and the stormwater detention facility, subject to the conditions reflected in the ordinance, and waive compensation for the vacation.
COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington
RESOLUTION NO. 2372

A RESOLUTION OF THE CITY OF MARYSVILLE ESTABLISHING FEBRUARY 9, 2015 AS THE DATE UPON WHICH A HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER VACATION OF A PORTION OF 25th AVENUE NE, AND A STORMWATER DETENTION POND, LOCATED NORTH OF 172nd STREET NE (SR 531) IN THE CITY OF MARYSVILLE, AND CONSIDER WAIVING COMPENSATION FOR SAID VACATION.

WHEREAS, Smokey Point Commercial, LLC, petitioned the City of Marysville to vacate a portion of 25th Avenue NE and an existing stormwater detention pond, north of 172nd Street NE (SR 531), in the City of Marysville; and

WHEREAS, on January 12, 2015, the Marysville City Council considered the petition and directed staff to schedule a public hearing pursuant to Chapter 12.32 of the Marysville Municipal Code; NOW, THEREFORE,

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

Section 1. Pursuant to RCW 35.79.010, incorporated by reference in RCW 35A.47.020, and pursuant to Marysville Municipal Code Section 12.32.020, **February 9, 2015** shall be and hereby is established as the time at which the City Council of the City of Marysville shall hold a public hearing at the Marysville City Hall at 7:00 PM or such later hour as is available, to consider the right-of-way vacation petition of Smokey Point Commercial, LLC, requesting vacation of a portion of 25th Avenue NE and an existing stormwater detention pond, generally located north of 172nd Street NE (SR 531), which is legally described in **Exhibits A & C** and depicted in **Exhibits B & D**, attached hereto.

Section 2. Pursuant to Marysville Municipal Code Section 12.32.020, when the vacation is initiated by the City of Marysville, or the City Council deems it in the best interest of the City of Marysville, the Council may waive all or any portion of such compensation. At the time the Council initially has the petition before it in order to set the matter for public hearing by resolution, the Council shall consider the reports of the City Engineer and/or the Community Development Director shall determine whether or not it will require that the City be compensated as a condition of the vacation.

Section 3. The City Engineer and Community Development Director have recommended the Council waive all compensation of the vacated right-of-way and stormwater detention pond, based on the following factors:

- (a) At the public hearing for the Lakewood Station Binding Site Plan, Washington State Department of Transportation (WSDOT) testified that a signal or a RAB would not be allowed to be installed at the intersection of 172nd Street NE (SR 531) and 25th Avenue NE, due to its close proximity to the signalized intersection of 27th Avenue NE to the east. WSDOT however, does support construction of a RAB further west at approximately the 2300 Block.

(b) The relocation of 25th Avenue NE, west to a RAB located at 23rd Avenue NE, will provide a public benefit by allowing existing residents, future residents and patrons of the proposed commercial development improved access to 172nd Street NE (SR 531). Currently, 25th Avenue NE is a non-signalized intersection which makes it difficult to make left turns during the AM and PM peak hours.

(c) Vacating 25th Avenue NE and the stormwater detention pond provides an opportunity for commercial development that would otherwise be difficult due to access restrictions required by WSDOT, which would benefit the public through increased tax revenue to the City of Marysville.

(d) The applicant is proposing to construct and dedicate a new roadway alignment, to a public standard; including sidewalks, planter strips and decorative lighting, at no cost to the public. The cost for constructing the road, **not including** the RAB at 172nd Street NE (SR 531), decorative lighting and landscaping is approximately \$776,692.00.

(e) The dedication of new public right-of-way is approximately 86,733 SF, **not including** dedication of right-of-way for the construction of the RAB and frontage improvements on 172nd Street NE (SR 531). The applicant has requested 87,342 SF of existing right-of-way be vacated.

PASSED by the City Council and APPROVED by the Mayor this 12th day of January, 2015.

CITY OF MARYSVILLE

By: [Signature]
JON NEHRING, MAYOR

Attest:

By: [Signature]
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: [Signature]
CITY ATTORNEY

Date of Publication: 1/17/15

Effective Date: 1/22/15
(5 days after publication)

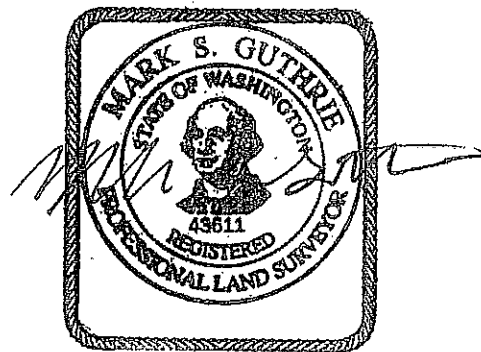
EXHIBIT A**25TH AVENUE NE VACATION
LEGAL DESCRIPTION**

THE EAST 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF
THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5
EAST, W.M.;
EXCEPT THE SOUTH 30.00 FEET THEREOF.

TOGETHER WITH THE WEST 30.00 FEET OF THE EAST HALF OF THE
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20,
TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THE SOUTH 40.00 FEET THEREOF.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST
QUARTER OF SAID SECTION 20;
THENCE SOUTH 89°03'37" WEST ALONG THE SOUTH LINE OF SAID
SOUTHWEST QUARTER 356.18 FEET;
THENCE NORTH 00°56'23" WEST 40.00 FEET TO THE NORTH LINE OF A
TRACT OF LAND CONVEYED TO THE STATE OF WASHINGTON BY
WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER
200101290045, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 89°03'37" WEST ALONG SAID NORTH LINE 253.14 FEET TO
THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00
FEET, THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 91°44'11" AN ARC DISTANCE OF 32.02 FEET TO A POINT ON THE
EAST RIGHT OF WAY OF 25TH AVENUE NE;
THENCE SOUTH 00°47'48" WEST ALONG SAID EAST RIGHT OF WAY 20.62
FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF SAID
SOUTHWEST QUARTER;
THENCE NORTH 89°03'37" EAST ALONG SAID NORTH LINE 20.62 FEET TO
THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



3-5-13

EXHIBIT B

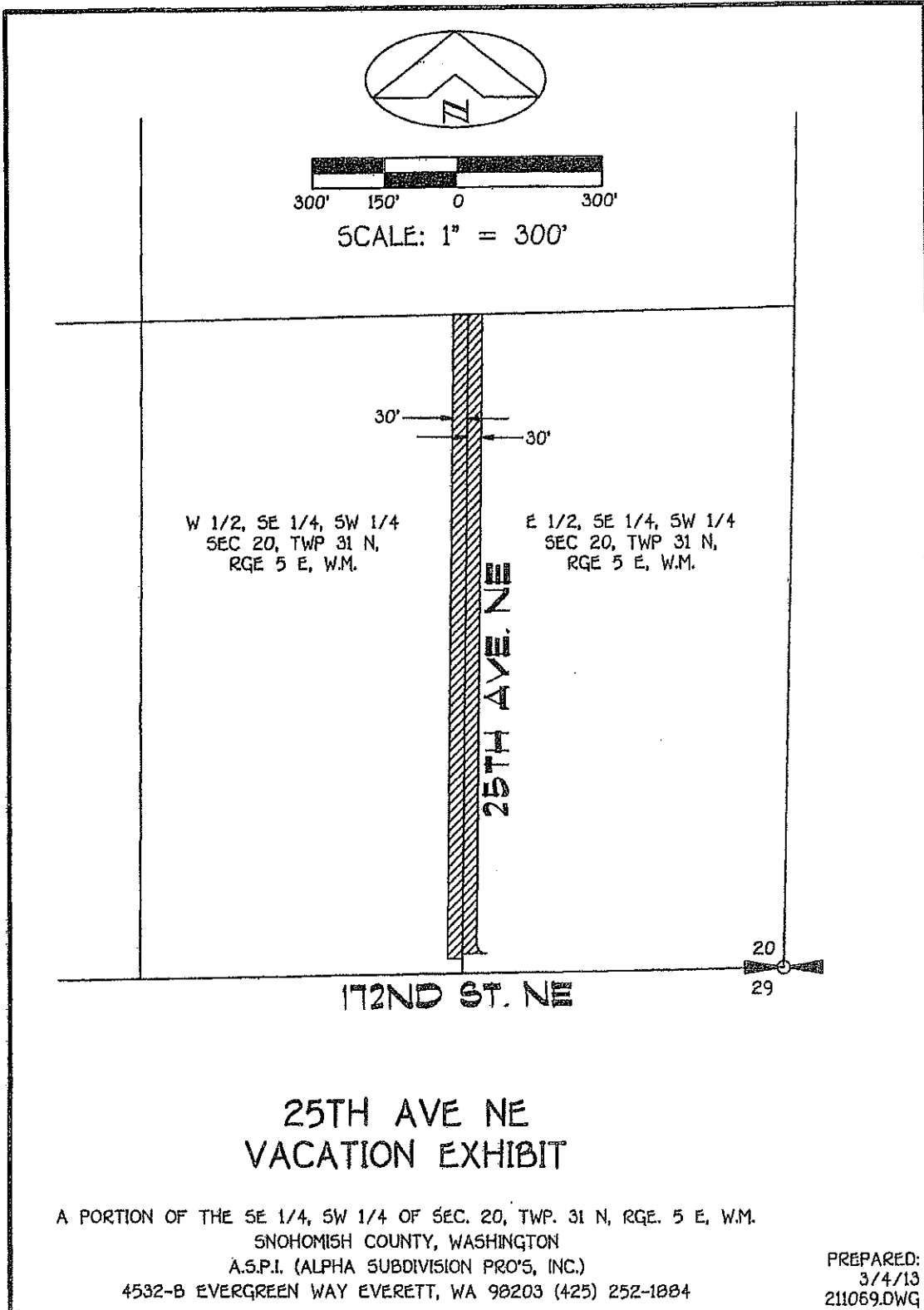
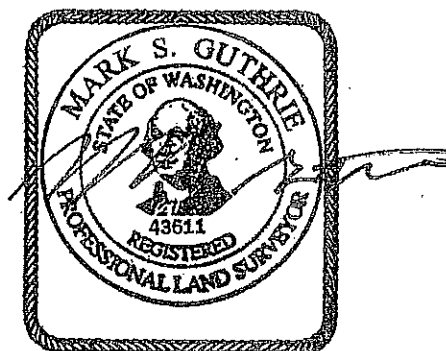


EXHIBIT C**POND AREA VACATION
LEGAL DESCRIPTION**

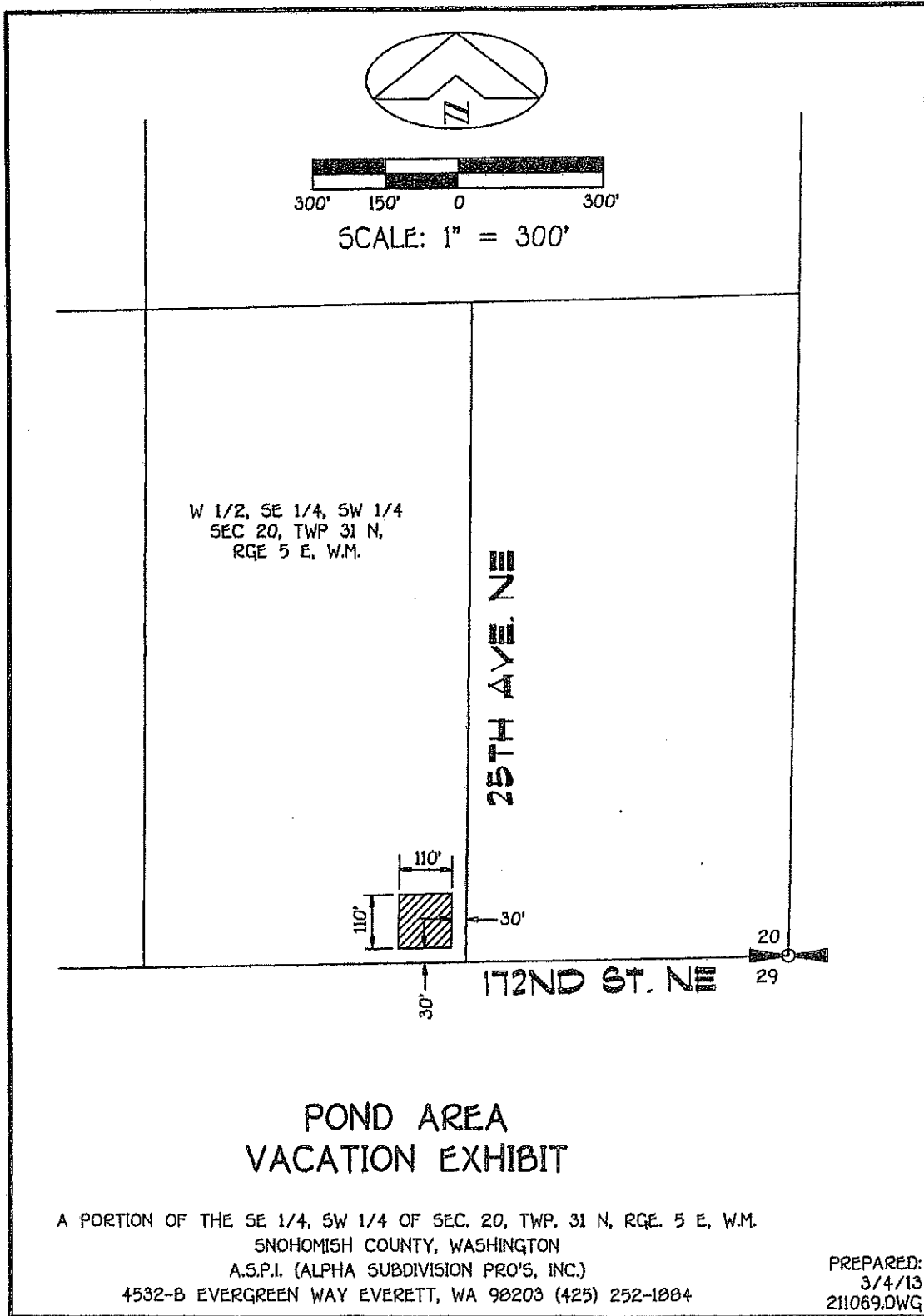
THE NORTH 110 FEET OF THE SOUTH 140 FEET OF THE WEST 110 FEET OF THE EAST 140 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AS CONVEYED TO SNOHOMISH COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9304070110, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



3-5-13

EXHIBIT D



PETITION FOR VACATION OF STREET

1. See attached Legal Descriptions for areas to be vacated and areas to be dedicated to the City of Marysville.
2. Smokey Point Commercial, LLC and Smokey Point Apartments, LLC are the owner of 100% of all property abutting 25th Ave NE. Both entities have the same ownership.
3. Vacation of 25th Ave. NE will meet the following criteria:
 - a. It will provide a public benefit

Response: At the Lakewood Station Binding Site Plan public hearing, Washington State Department of Transportation (WSDOT) testified that a signal or roundabout (RAB) would not be allowed to be installed at the intersection of 172nd Street NE (SR 531) and 25th Avenue NE, due to its close proximity to the signalized intersection of 27th Avenue NE. Based on this testimony, our team has been working closely with WSDOT to revise the current intersection in order to relocate this intersection west to a new intersection (23rd Avenue NE) and construct a RAB, which would comply with WSDOT spacing standards on a State Highway (SR 531). The relocation of 25th Avenue NE from its current configuration to a RAB located at 23rd Avenue NE, will provide a public benefit by allowing existing residents, future residents and patrons of the proposed commercial development improved access to 172nd Street NE (SR 531).. In addition, it opens up the opportunity for more commercial opportunities and tenant prospects because of the increased access to 172nd Street NE (SR 531), which would benefit the public through increased tax revenue to the City of Marysville..

- b. It will not adversely affect the street pattern of circulation of the immediate area of the community as a whole.

Response: There will be no adverse affect to the local traffic circulation. In fact, the overall design of the new RAB at 23rd Avenue NE will drastically improve the current street pattern and circulation. The ability to access 172nd Street NE (SR 531) with a new RAB will greatly enhance the safety for those currently using 25th Ave NE. Since WSDOT was not in favor of allowing either a signalized intersection, nor a RAB, at the current 25th Ave and 172nd Street NE intersection, the new 23rd Ave location will be utilized to drastically improve the ability for the neighborhoods to the north on 25th Ave to take a east-bound turning movement.

- c. The public need will not be adversely affected.

Response: There will be no adverse affect to the public with the proposed vacation and dedication, as proposed.

In addition, construction and dedication of the roadway sections of 23rd Avenue NE, 174th Street NE, and the RAB will be at the developer's expense. The estimated cost to construct the proposed improvements is approximately \$551,753, based on a three (3) lane roadway section including two travel lanes, a center turn lane, curbs, gutters and sidewalks, and the RAB. The new dedicated and improved length of roadway will be 1,717 lineal feet. In addition to the roadway improvement will be the half-street dedication and improvement of 176th Street NE at the north end of the Phase 1 Apartments. The new dedicated and improved length or roadway will be 631 lineal feet, at an estimated cost of \$101,850. This would be in comparison to the cost of the vacated right-of-way, which is approximately 1,285 lineal feet and an estimated cost of \$224,938.

- d. The street is not contemplated or needed for future public use.

Response: The area to be vacated will be replaced by an amount of area greater than what is being vacated and will provide the same public use as its current configuration with improved access to 172nd Street NE (SR 531).

- e. No abutting owner will become landlocked or have his access substantially impaired.


Response: No abutting owner will become landlocked or have his or her access substantially impaired. Smokey Point Commercial, LLC and Smokey Point Apartments, LLC owns all abutting property along the reconfigured roadway.

4. Smokey Point Commercial, LLC and Smokey Point Apartments, LLC, hereby agrees to pay all fees and charges required by Chapter 12.32 MMC relating to vacation of street(s).

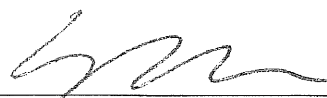
Pond Area: The current detention pond located at the corner of 25th Avenue NE 172nd Street NE (SR 531) is being requested for vacation, in addition to the above reference road areas. The current use and function of the pond will be replaced per the civil plans prepared by Omega Engineering and approved by the City of Marysville Community Development Department. These approvals are being issued through the Binding Site Plan and Building Permit process.

Dated October 8, 2014

Smokey Point Commercial, LLC

By: 
Steven J. Malsam, Manager

Smokey Point Apartments, LLC

By: 
Steven J. Malsam, Manager

Land Area Requested to be Vacated

25th Ave NE 76,887 sq.ft.

Pond Area: 10,455 sq.ft. Total Area: to be vacated: 87,342 sq.ft.

Land Area Proposed to be dedicated to the City of Marysville

25th Ave NE 88,733 sq.ft.

Additional area to be dedicated to WSDOT along 172nd St. NE (TBD – Plans currently under review by WSDOT)

All these areas are shown on the attached drawings.

EXHIBIT A

AERO Construction Co.

3827 Bickford Avenue,
P.O. Box 295
Snohomish, WA. 98290
Phone 425-334-2475
Fax 425-397-6196

September 10, 2014

Smokey Point Commercial LLC

Attention: Ed Babbitt

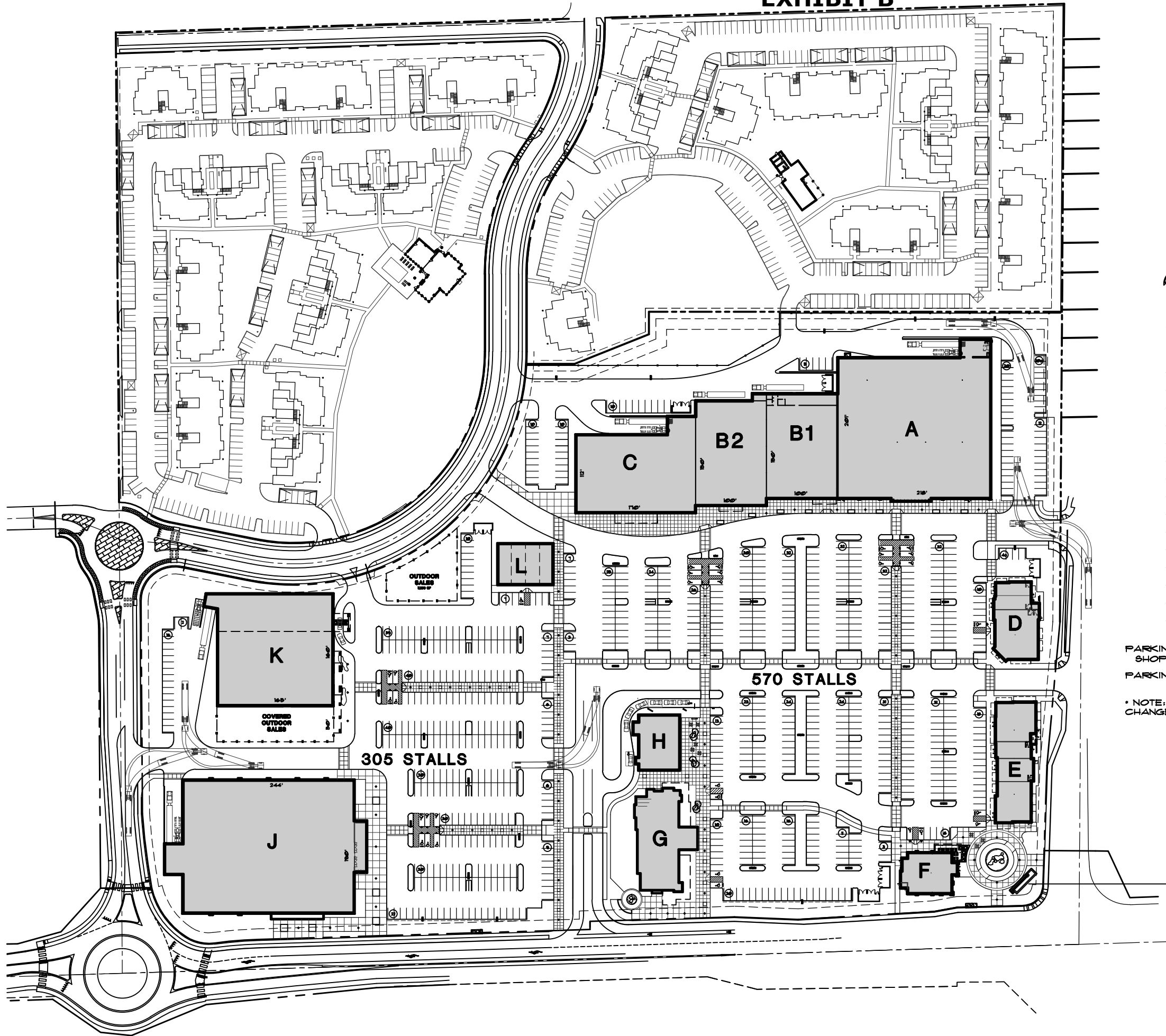
Re: Smokey Point Commercial - Roadway Improvements Budget
Aero Job Number 511

Description	Quantity	Unit	Price	Subtotal	Notes
New 25th Ave NE Through 174th Street NE, including 23rd Ave. NE to North side of 172nd					
Fine Grade Curbs	4,145.00	LF	3.40	14,093.00	
18" Vertical Curb & Gutter	3,050.00	LF	15.00	45,750.00	
22" Roundabout Type 1 Rolled Curb	215.00	LF	24.00	5,160.00	
18" Roundabout Type 2 Rolled Curb	880.00	LF	18.00	15,840.00	
Perpendicular Curb Ramps	10.00	EA	1,200.00	12,000.00	
Parallel Curb Ramps	8.00	EA	900.00	7,200.00	
Fine Grade Walks, Aprons and Islands	22,945.00	SF	0.50	11,472.50	
5'x4" Double Ribbon Sidewalk	15,300.00	SF	6.00	91,800.00	
5'x6" Stamped Concrete Apron	1,400.00	SF	11.40	15,960.00	Outside Roundabout
6" Stamped Concrete Crosswalk	530.00	SF	11.40	6,042.00	
6" Stamped Concrete Roundabout Islands	5,715.00	SF	11.40	65,151.00	
3" Depth Crushed Rock at Concrete Improvements	460.00	TON	26.65	12,259.00	
Fine Grade Asphalt	65,925.00	SF	0.20	13,185.00	
2" Class B Asphalt	7,325.00	SY	9.75	71,418.75	
4" ATB Asphalt	7,325.00	SY	15.25	111,706.25	
3" Depth Crushed Rock at Asphalt Improvements	1,040.00	TON	26.65	27,716.00	
Channelization and Signage	1.00	LS	25,000.00	25,000.00	
Total New Road Improvements				551,753.50	Tax Not Included

Existing 25th Ave NE					
Fine Grade Curbs	1,353.00	LF	3.40	4,600.20	
18" Vertical Curb & Gutter	1,353.00	LF	15.00	20,295.00	
Fine Grade Walks	6,765.00	SF	0.50	3,382.50	
4" Sidewalk	6,765.00	SF	6.00	40,590.00	
3" Depth Crushed Rock at Concrete Improvements	140.00	TON	26.65	3,731.00	
Fine Grade Asphalt	46,260.00	SF	0.20	9,252.00	
2" Class B Asphalt	5,140.00	SY	9.75	50,115.00	
4" ATB Asphalt	5,140.00	SY	15.25	78,385.00	
3" Depth Crushed Rock at Asphalt Improvements	720.00	TON	26.65	19,188.00	
Total Existing Road Improvements				224,938.50	Tax Not Included

Bid Notes: This proposal is budgetary only at this time.
This proposal does not include traffic control.

EXHIBIT B



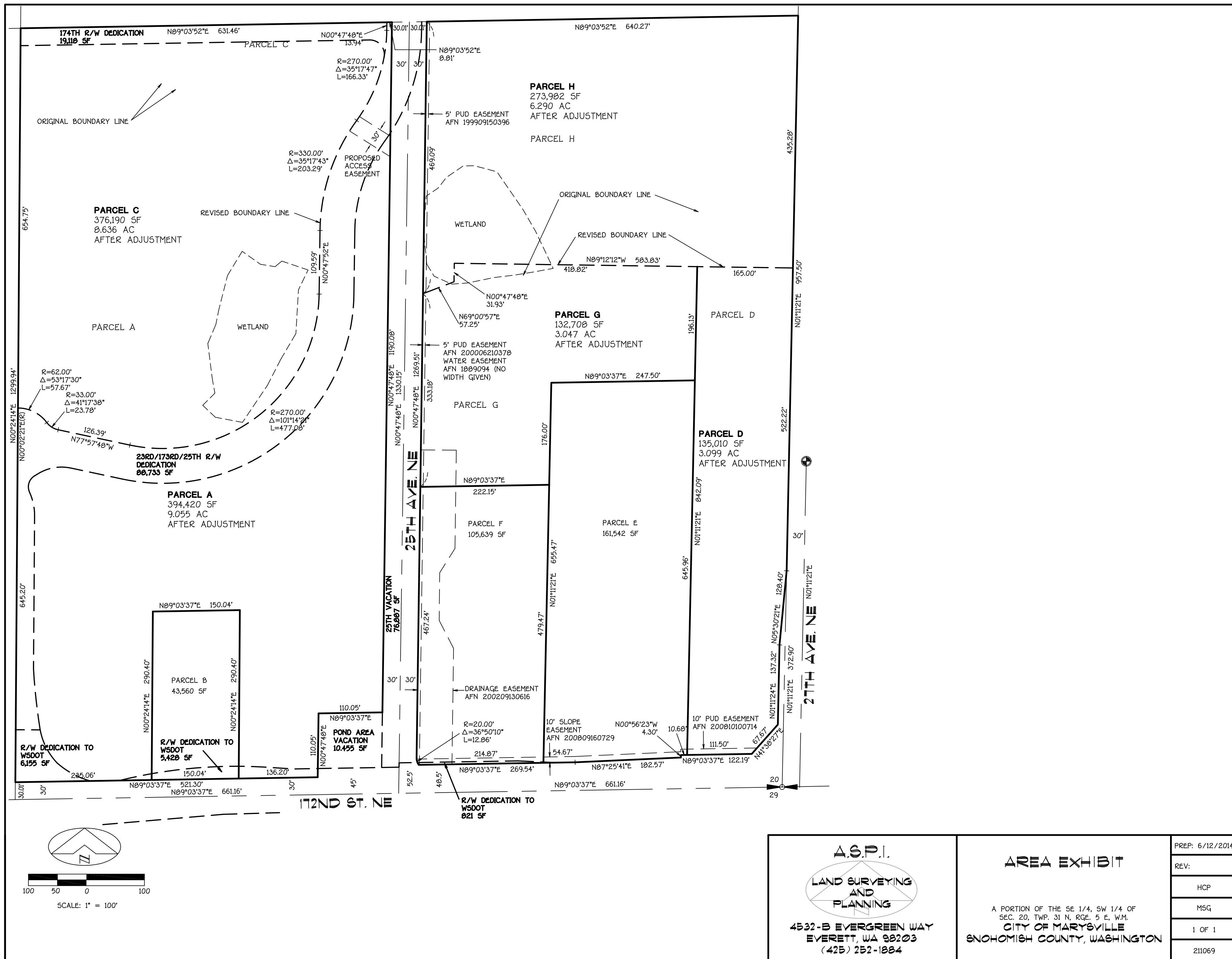
PRELIMINARY SITE PLAN
 SCALE: 1"=50'-0" 10-8-14

PROJECT DATA

LABEL	BUILDING FOOTPRINT	BUILDING USE
A	45,000 SF	RETAIL ANCHOR
B1	15,000 SF	RETAIL ANCHOR
B2	15,000 SF	RETAIL ANCHOR
C	20,000 SF	RETAIL ANCHOR
D	6,615 SF	RETAIL SHOPS
E	9,285 SF	RETAIL SHOPS
F	4,500 SF	RESTAURANT
G	9,575 SF	RESTAURANT
H	4,800 SF	RETAIL SHOPS
J	49,000 SF	RETAIL ANCHOR
K	26,800 SF	RETAIL ANCHOR
	8,250 SF	COVERED SALES
	7,000 SF	OUTDOOR SALES
L	5,000 SF	RETAIL SHOPS
TOTAL	225,825 SF	

PARKING REQUIRED:
 SHOPPING CENTER: * 218,825 SF @ 1/ 250 SF = 875 STALLS
 PARKING PROVIDED: 875 STALLS (1/ 250 SF)

* NOTE: ALL USES ARE PROPOSED AND SUBJECT TO CHANGE



A.S.P.I.
LAND SURVEYING
AND
PLANNING
4532-B EVERGREEN WAY
EVERETT, WA 98203
(425) 252-1884

AREA EXHIBIT

A PORTION OF THE SE 1/4, SW 1/4 OF
SEC. 20, TWP. 31 N, RGE. 5 E, W.M.
CITY OF MARYSVILLE
SNOHOMISH COUNTY, WASHINGTON

PREP: 6/12/2014
REV:
HCP
M5G
1 OF 1
211069



COMMUNITY DEVELOPMENT DEPARTMENT
 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 651-5100 ♦ (360) 651-5099 FAX

MEMORANDUM

DATE: December 23, 2014
TO: Marysville City Council
FROM: Chris Holland, Planning Manager
RE: Lakewood Station – 25th Avenue NE and Stormwater Detention Pond Vacation
CC: Gloria Hirashima, CAO/CD Director
 Kevin Nielsen, PE, PW Director

The Community Development Department (CD) received a petition from Smokey Point Commercial, LLC, (applicant) proposing to vacate a portion of 25th Avenue NE and an existing stormwater detention pond, located north of 172nd Street NE (SR 531), in conjunction with the construction of the Lakewood Station Binding Site Plan. The petition submitted represents 100% of the ownership of the properties fronting the proposed vacated portion of 25th Avenue NE and the stormwater detention pond.

Rather than compensating the City for the vacated portion of 25th Avenue NE and the stormwater detention pond, the applicant is proposing to construct a new public roadway, realigning 25th Avenue NE to the west to a mini roundabout (RAB) and constructing a full RAB at 172nd Street NE (SR 531) that would provide improved access onto the state highway. The applicant is also proposing to collect and treat stormwater, associated with the vacated stormwater detention pond, in accordance with the 2005 Stormwater Management Manual for Western Washington and MMC Title 14 *Water and Sewers*.

Marysville Municipal Code (MMC) 12.32.020(2) provides guidance for compensation of vacated area, and includes the following language:

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

In all cases where Council requires compensation for vacated right-of-way, an appraisal of the right-of-way is required to be made. One of the options identified in MMC 12.32.050, is to obtain the assessed value of comparable abutting properties from the records of the Snohomish County Assessor. CD obtained the 2015 Snohomish County assessed value(s) of the comparable abutting properties, and calculated the total assessed value of the proposed vacation at approximately \$591,305.34, based on an average assessed value of \$6.77 per SF.

APN	OWNER	ACREAGE	SF	ASSESSED VALUE	ASSESSED VALUE PER SF
31052000302400	SMOKEY POINT COMMERCIAL LLC	16.89	735,728	\$4,396,100	\$5.98
31052000304600	SMOKEY POINT COMMERCIAL LLC	1	43,560	\$304,900	\$7.00
31052000303600	SMOKEY POINT COMMERCIAL LLC	0.93	40,511	\$283,600	\$7.00
31052000302900	SMOKEY POINT COMMERCIAL LLC	2.7	117,612	\$822,500	\$6.99
31052000302800	SMOKEY POINT COMMERCIAL LLC	3.88	169,013	\$1,185,000	\$7.01
31052000302600	SMOKEY POINT COMMERCIAL LLC	4.7	204,732	\$1,432,900	\$7.00
31052000302500	SMOKEY POINT COMMERCIAL LLC	2.9	126,324	\$884,300	\$7.00
31052000302700	SMOKEY POINT COMMERCIAL LLC	4.7	204,732	\$1,273,100	\$6.22
AVERAGED ASSESSED VALUE PER SF FRONTING 25TH AVENUE NE					\$6.77
TOTAL ASSESSED VALUE FOR VACATED ROW (87,342 SF x \$6.77)					\$591,305.34

Another option outlined in MMC 12.32.050 is to require the applicant to obtain a professional appraisal stating the fair market value of the right-of-way proposed for vacation. Recently, the City of Marysville purchased property for the State Avenue Improvement Project (116th Street NE to 136th Street NE) at approximately \$10.00+/- per square foot. Based on the rate the City paid for acquisition of property for this improvement project, the total assessed value of the proposed right-of-way vacation would be approximately \$873,420.00. Therefore, it can be assumed that the value of the property proposed to be vacated would be somewhere between \$591,305.34 and \$873,420.00.

After reviewing the proposal, CD is recommending Council waive compensation, as proposed by the applicant, based on the following factors:

- At the public hearing for the Lakewood Station Binding Site Plan, Washington State Department of Transportation (WSDOT) testified that a signal or a RAB would not be allowed to be installed at the intersection of 172nd Street NE (SR 531) and 25th Avenue NE, due to its close proximity to the signalized intersection of 27th Avenue NE to the east. WSDOT however, does support construction of a RAB further west at approximately the 2300 Block.
- The relocation of 25th Avenue NE, west to a RAB located at 23rd Avenue NE, will provide a public benefit by allowing existing residents, future residents and patrons of the proposed commercial development improved access to 172nd Street NE (SR 531). Currently, 25th Avenue NE is a non-signalized intersection which makes it difficult to make left turns during the AM and PM peak hours.
- Vacating 25th Avenue NE and the stormwater detention pond provides an opportunity for commercial development that would otherwise be difficult due to access restrictions required by WSDOT, which would benefit the public through increased tax revenue to the City of Marysville.
- The applicant is proposing to construct and dedicate a new roadway alignment, to a public standard; including sidewalks, planter strips and decorative lighting, at no cost to the public. The cost for constructing the road, **not including** the RAB at 172nd Street NE (SR 531), decorative lighting and landscaping is approximately \$776,692.00.

- . The dedication of new public right-of-way is approximately 86,733 SF, **not including** dedication of right-of-way for the construction of the RAB and frontage improvements on 172nd Street NE (SR 531). The applicant has requested 87,342 SF of existing right-of-way be vacated.

At the time the Council initially has the petition before it in order to set the matter for public hearing by resolution, the Council shall consider the reports of the City Engineer and/or the Community Development Director shall determine whether or not it will require that the City be compensated as a condition of the vacation.

A resolution has been prepared establishing February 9, 2015 as the date upon which a public hearing shall be held before City Council to consider vacation of a portion of 25th Avenue NE, and the existing stormwater detention pond.



REQUEST FOR REVIEW

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Mon - Fri 7:30 AM - 4:00 PM

PROJECT INFORMATION									
File Number	PA 12014			Date Sent	10.09.14		Please Return by	10.20.14	
Project Title	Lakewood Station - 25 th Avenue NE and Pond Vacation			Related File Number(s)					
Project Description	Vacation of 25 th Avenue NE and the existing stormwater pond located on the northwest corner of 25 th Avenue NE and 172 nd Street NE.								
BACKGROUND SUMMARY									
Owner/Applicant	Smokey Point Commercial, LLC								
Site Address	2403 & 2609 172 nd Street NE; 17526 25 th Avenue NE			APN(s)	31052000302400, 31052000304600, 31052000303600, 31052000302600, 31052000302800, 31052000302900, 31052000302500, 31052000302700				
Acreage (SF)	N/A			Section	20	Township	31N	Range	05E
Comprehensive Plan	MU, GC	Zoning	MU, GC	Shoreline Environment			N/A		
REVIEWING AGENCIES									
Marysville	Local Agencies & Districts			State & Federal		County		Other	
<input type="checkbox"/> Building <input checked="" type="checkbox"/> Fire District <input type="checkbox"/> LD (Anne Miller) <input type="checkbox"/> LD (Deryl Taylor) <input checked="" type="checkbox"/> LD (Shawn Smith) <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works (John Cowling) <input checked="" type="checkbox"/> Public Works (Kari Chennault) <input type="checkbox"/> Public Works (Karen Latimer) <input type="checkbox"/> Public Works (Jesse Hannahs) <input type="checkbox"/>	<input type="checkbox"/> Arlington (city) <input type="checkbox"/> Arlington Airport <input type="checkbox"/> Community Transit <input type="checkbox"/> Everett (city) <input type="checkbox"/> Frontier <input type="checkbox"/> Lake Stevens (city) <input type="checkbox"/> Lake Stevens SD 4 <input type="checkbox"/> Lakewood SD 306 <input type="checkbox"/> Marysville SD 25 <input type="checkbox"/> PUD No. 1 (electric) <input type="checkbox"/> PUD No. 1 (water) <input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/> US Army Corps of Engineers <input type="checkbox"/> BNSF <input type="checkbox"/> DOE (Bellevue) <input type="checkbox"/> DOE (Olympia - Env. Review) <input type="checkbox"/> DOE (SEPA - Greta Stough) <input type="checkbox"/> DOE (Shorelands - G, Tallent) <input type="checkbox"/> WDFW <input type="checkbox"/> WSDOT <input type="checkbox"/> WUTC <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Health District <input type="checkbox"/> Planning <input type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Olympic Pipeline <input type="checkbox"/> Puget Sound Energy <input type="checkbox"/> Stillaguamish Tribe <input type="checkbox"/> Tulalip Tribes <input type="checkbox"/> <input type="checkbox"/>	
PROJECT MANAGER									
Name Chris Holland		Title Planning Manager		Phone 360.363.8207		E-mail cholland@marysvillewa.gov			

The City of Marysville Community Development Department is reviewing this application and encourages other affected agencies, departments, community groups and municipalities to respond. Your comments will assist the City's evaluation of this application. Furthermore, you will become a Party of Record to this case if you submit a response with your name and address. We highly recommend that you send your comments on letterhead. Without a full name and address, you will not be considered a Party of Record. You may e-mail, fax or send via regular mail your comments to this project manager listed above.

If you have no comments, please check the box below, sign and return this form to the project manager.

NO COMMENTS Signature: _____ Date: _____

ATTACHED Title: _____ Agency: _____

Chris Holland

From: John Cowling
Sent: Monday, October 13, 2014 2:12 PM
To: Chris Holland
Cc: Janis Lamoureux
Subject: RE: Lakewood Station - 25th Ave Street Vacation

Engineering has reviewed the construction estimates and have found them to be within reason.

Thanks.

John A. Cowling, P.E.**Assistant City Engineer**

City of Marysville | 80 Columbia Ave, Marysville, WA 98270
Direct Line (360) 363-8281 | Fax (360) 363-8284

From: Chris Holland
Sent: Thursday, October 09, 2014 9:42 AM
To: John Cowling
Cc: Janis Lamoureux
Subject: Lakewood Station - 25th Ave Street Vacation

John-

You will be receiving and RFR for the 25th Avenue Street Vacation for Lakewood Station. In the materials there are construction estimates and estimates of existing value of 25th Avenue. Can you please make sure that your staff reviews these numbers and provides responses to this? I would like to know if the applicant needs to adjust, prior to bringing to Council on November 3rd.

I've also attached all of the materials electronically, but you will be receiving paper copies.

Thank you,

Chris Holland | Planning Manager

CITY OF MARYSVILLE

Community Development Department
80 Columbia Avenue
Marysville, WA 98270

360-363-8100 Office
360-363-8207 Direct Line
360-651-5099 Fax

cholland@marysvillewa.gov
<http://marysvillewa.gov>



PUBLIC WORKS
Kevin Nielsen, *Director*

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

MEMORANDUM

To: Chris Holland

Fr: Brenda Donaldson

Re: PA12-014

Date: October 22, 2014

Engineering Department Comments:

Utilities – No comments.

- Ryan Morrison

Transportation – No comments.

- Jesse Hannahs



REQUEST FOR REVIEW

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Mon - Fri 7:30 AM - 4:00 PM

PROJECT INFORMATION									
File Number	PA 12014			Date Sent		Please Return by	10.20.14		
Project Title	Lakewood Station - 25 th Avenue NE and Pond Vacation			Related File Number(s)					
Project Description	Vacation of 25 th Avenue NE and the existing stormwater pond located on the northwest corner of 25 th Avenue NE and 172 nd Street NE.								
BACKGROUND SUMMARY									
Owner/Applicant	Smokey Point Commercial, LLC								
Site Address	2403 & 2609 172 nd Street NE; 17526 25 th Avenue NE			APN(s)	31052000302400, 31052000304600, 31052000303600, 31052000302600, 31052000302800, 31052000302900, 31052000302500, 31052000302700				
Acreage (SF)	N/A			Section	20	Township	31N	Range	05E
Comprehensive Plan	MU, GC	Zoning	MU, GC	Shoreline Environment			N/A		
REVIEWING AGENCIES									
Marysville	Local Agencies & Districts			State & Federal		County		Other	
<input type="checkbox"/> Building <input checked="" type="checkbox"/> Fire District <input type="checkbox"/> LD (Anne Miller) <input type="checkbox"/> LD (Deryl Taylor) <input checked="" type="checkbox"/> LD (Shawn Smith) <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works (John Cowling) <input checked="" type="checkbox"/> Public Works (Kari Chennault) <input type="checkbox"/> Public Works (Karen Latimer) <input type="checkbox"/> Public Works (Jesse Hannahs) <input type="checkbox"/>	<input type="checkbox"/> Arlington (city) <input type="checkbox"/> Arlington Airport <input type="checkbox"/> Community Transit <input type="checkbox"/> Everett (city) <input type="checkbox"/> Frontier <input type="checkbox"/> Lake Stevens (city) <input type="checkbox"/> Lake Stevens SD 4 <input type="checkbox"/> Lakewood SD 306 <input type="checkbox"/> Marysville SD 25 <input type="checkbox"/> PUD No. 1 (electric) <input type="checkbox"/> PUD No. 1 (water) <input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/> US Army Corps of Engineers <input type="checkbox"/> BNSF <input type="checkbox"/> DOE (Bellevue) <input type="checkbox"/> DOE (Olympia - Env. Review) <input type="checkbox"/> DOE (SEPA - Greta Stough) <input type="checkbox"/> DOE (Shorelands - G. Tallent) <input type="checkbox"/> WDFW <input type="checkbox"/> WSDOT <input type="checkbox"/> WUTC <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Health District <input type="checkbox"/> Planning <input type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Olympic Pipeline <input type="checkbox"/> Puget Sound Energy <input type="checkbox"/> Stillaguamish Tribe <input type="checkbox"/> Tulalip Tribes <input type="checkbox"/> <input type="checkbox"/>	
PROJECT MANAGER									
Name Chris Holland		Title Planning Manager		Phone 360.363.8207		E-mail cholland@marysvillewa.gov			

The City of Marysville Community Development Department is reviewing this application and encourages other affected agencies, departments, community groups and municipalities to respond. Your comments will assist the City's evaluation of this application. Furthermore, you will become a Party of Record to this case if you submit a response with your name and address. We highly recommend that you send your comments on letterhead. Without a full name and address, you will not be considered a Party of Record. You may e-mail, fax or send via regular mail your comments to this project manager listed above.

If you have no comments, please check the box below, sign and return this form to the project manager.

NO COMMENTS **Signature:**  **Date:** 12/23/14
 ATTACHED **Title:** _____ **Agency:** _____



REQUEST FOR REVIEW

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Mon - Fri 7:30 AM - 4:00 PM

PROJECT INFORMATION					
File Number	PA 12014	Date Sent	10.09.14	Please Return by	10.20.14
Project Title	Lakewood Station - 25 th Avenue NE and Pond Vacation	Related File Number(s)			
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Acreage (SF)	N/A	Section	20	Township	31N	Range	05E
Comprehensive Plan	MU, GC	Zoning	MU, GC	Shoreline Environment	N/A		

REVIEWING AGENCIES				
Marysville	Local Agencies & Districts	State & Federal	County	Other
<input type="checkbox"/> Building <input checked="" type="checkbox"/> Fire District <input type="checkbox"/> LD (Anne Miller) <input type="checkbox"/> LD (Deryl Taylor) <input checked="" type="checkbox"/> LD (Shawn Smith) <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works (John Cowling) <input checked="" type="checkbox"/> Public Works (Kari Chennault) <input type="checkbox"/> Public Works (Karen Latimer) <input type="checkbox"/> Public Works (Jesse Hannahs) <input type="checkbox"/>	<input type="checkbox"/> Arlington (city) <input type="checkbox"/> Arlington Airport <input type="checkbox"/> Community Transit <input type="checkbox"/> Everett (city) <input type="checkbox"/> Frontier <input type="checkbox"/> Lake Stevens (city) <input type="checkbox"/> Lake Stevens SD 4 <input type="checkbox"/> Lakewood SD 306 <input type="checkbox"/> Marysville SD 25 <input type="checkbox"/> PUD No. 1 (electric) <input type="checkbox"/> PUD No. 1 (water) <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> US Army Corps of Engineers <input type="checkbox"/> BNSF <input type="checkbox"/> DOE (Bellevue) <input type="checkbox"/> DOE (Olympia - Env. Review) <input type="checkbox"/> DOE (SEPA - Greta Stough) <input type="checkbox"/> DOE (Shorelands - G, Tallent) <input type="checkbox"/> WDFW <input type="checkbox"/> WSDOT <input type="checkbox"/> WUTC <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Health District <input type="checkbox"/> Planning <input type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Olympic Pipeline <input type="checkbox"/> Puget Sound Energy <input type="checkbox"/> Stillaguamish Tribe <input type="checkbox"/> Tulalip Tribes <input type="checkbox"/> <input type="checkbox"/>

PROJECT MANAGER			
Name Chris Holland	Title Planning Manager	Phone 360.363.8207	E-mail cholland@marysvillewa.gov

The City of Marysville Community Development Department is reviewing this application and encourages other affected agencies, departments, community groups and municipalities to respond. Your comments will assist the City's evaluation of this application. Furthermore, you will become a Party of Record to this case if you submit a response with your name and address. We highly recommend that you send your comments on letterhead. Without a full name and address, you will not be considered a Party of Record. You may e-mail, fax or send via regular mail your comments to this project manager listed above.

If you have no comments, please check the box below, sign and return this form to the project manager.

NO COMMENTS Signature: M. A. [Signature] Date: 10/20/14
 ATTACHED Title: surface water Specialist Agency: WR - City of Marysville



MARYSVILLE POLICE DEPARTMENT



MEMORANDUM

DATE: October 23, 2014
TO: Chris Holland, Community Development Dept.
FROM: Larry Buell, Lieutenant *LJB*
RE: PA 12014

I have reviewed the application for the vacation of the Lakewood Station – 25th Ave NE and the existing storm water pond located on the northeast corner of 25th Ave NE and 172nd St NE

The Police Department has no issues at this time.

Feel free to contact me at 360.363.8328 if you have any questions.

1635 Grove Street, Marysville, Washington 98270
360-363-8300



REQUEST FOR REVIEW

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Mon - Fri 7:30 AM - 4:00 PM

PROJECT INFORMATION						
File Number	PA 12014		Date Sent	10.09.14	Please Return by	10.20.14
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REVIEWING AGENCIES						
Marysville	Local Agencies & Districts		State & Federal	County		Other
<input type="checkbox"/> Building <input checked="" type="checkbox"/> Fire District <input type="checkbox"/> LD (Anne Miller) <input type="checkbox"/> LD (Deryl Taylor) <input checked="" type="checkbox"/> LD (Shawn Smith) <input type="checkbox"/> Parks <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works (John Cowling) <input checked="" type="checkbox"/> Public Works (Kari Chennault) <input type="checkbox"/> Public Works (Karen Latimer) <input type="checkbox"/> Public Works (Jesse Hannahs) <input type="checkbox"/>	<input type="checkbox"/> Arlington (city) <input type="checkbox"/> Arlington Airport <input type="checkbox"/> Community Transit <input type="checkbox"/> Everett (city) <input type="checkbox"/> Frontier <input type="checkbox"/> Lake Stevens (city) <input type="checkbox"/> Lake Stevens SD 4 <input type="checkbox"/> Lakewood SD 306 <input type="checkbox"/> Marysville SD 25 <input type="checkbox"/> PUD No. 1 (electric) <input type="checkbox"/> PUD No. 1 (water) <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> US Army Corps of Engineers <input type="checkbox"/> BNSF <input type="checkbox"/> DOE (Bellevue) <input type="checkbox"/> DOE (Olympia - Env. Review) <input type="checkbox"/> DOE (SEPA - Greta Stough) <input type="checkbox"/> DOE (Shorelands - G, Tallent) <input type="checkbox"/> WDFW <input type="checkbox"/> WSDOT <input type="checkbox"/> WUTC <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Health District <input type="checkbox"/> Planning <input type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Olympic Pipeline <input type="checkbox"/> Puget Sound Energy <input type="checkbox"/> Stillaguamish Tribe <input type="checkbox"/> Tulalip Tribes <input type="checkbox"/> <input type="checkbox"/>
PROJECT MANAGER						
Name	Chris Holland		Title	Planning Manager	Phone	360.363.8207
					E-mail	cholland@marysvillewa.gov

The City of Marysville Community Development Department is reviewing this application and encourages other affected agencies, departments, community groups and municipalities to respond. Your comments will assist the City's evaluation of this application. Furthermore, you will become a Party of Record to this case if you submit a response with your name and address. We highly recommend that you send your comments on letterhead. Without a full name and address, you will not be considered a Party of Record. You may e-mail, fax or send via regular mail your comments to this project manager listed above.

If you have no comments, please check the box below, sign and return this form to the project manager.

NO COMMENTS Signature: D. Van Bock Date: 10-21-14
 ATTACHED Title: Asst. F.M. Agency: MFD

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE VACATING A PORTION OF 25th AVENUE NE AND AN EXISTING STORMWATER DETENTION POND LOCATED NORTH OF 172nd STREET NE (SR 531) IN THE CITY OF MARYSVILLE, WASHINGTON.

WHEREAS, a public hearing was held before Marysville City Council on February 9, 2015 to consider vacation of a portion of 25th Avenue NE, and a stormwater detention pond, located north of 172nd Street NE (SR 531) in the City of Marysville, and to consider waiving compensation for said vacation; and

WHEREAS, the Marysville City Council recommends waiving all compensation of the vacated right-of-way, based on the following factors:

(a) At the public hearing for the Lakewood Station Binding Site Plan, Washington State Department of Transportation (WSDOT) testified that a signal or a roundabout (RAB) would not be allowed to be installed at the intersection of 172nd Street NE (SR 531) and 25th Avenue NE, due to its close proximity to the signalized intersection of 27th Avenue NE to the east. WSDOT however, does support construction of a RAB further west at approximately the 2300 Block.

(b) The relocation of 25th Avenue NE, west to a RAB located at 23rd Avenue NE, will provide a public benefit by allowing existing residents, future residents and patrons of the proposed commercial development improved access to 172nd Street NE (SR 531). Currently, 25th Avenue NE is a non-signalized intersection which makes it difficult to make left turns during the AM and PM peak hours.

(c) Vacating 25th Avenue NE and the stormwater detention pond provides an opportunity for commercial development that would otherwise be difficult due to access restrictions required by WSDOT

(d) The applicant is proposing to construct and dedicate a new roadway alignment, to a public standard; including sidewalks, planter strips and decorative lighting, at no cost to the public. The cost for constructing the road, not including the RAB at 172nd Street NE (SR 531), decorative lighting and landscaping is approximately \$776,692.00.

(e) The dedication of new public right-of-way is approximately 86,733 SF, not including dedication of right-of-way for the construction of the RAB and frontage improvements on 172nd Street NE (SR 531). The applicant has requested 87,342 SF of existing right-of-way be vacated.

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

(a) The vacation will provide a public benefit and purpose as the applicant shall be required to construct and dedicate, to the City of Marysville, a new public roadway realigning 25th Avenue NE to the west to a mini roundabout (RAB) and construct a RAB at 172nd Street NE (SR 531), to a public standard; including sidewalks, planter strips and decorative lighting, as approved by the City Engineer and Washington State Department of Transportation;

- (b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;
- (c) The public need shall not be adversely affected;
- (d) The right-of-way is not contemplated or needed for future public use;
- (e) No abutting owner will become landlocked nor will his access be substantially impaired;

NOW, THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. That portion of 25th Avenue NE and the stormwater detention pond as legally described and depicted in **Exhibit A** attached hereto, is hereby vacated, subject to the following conditions:

- (a) Vacation of 25th Avenue NE and the stormwater detention pond shall not be effective until the applicant has constructed a permanent or temporary public access from 25th Avenue NE to 172nd Street NE (SR 531), as approved by the City Engineer;
- (b) 25th Avenue NE shall be vacated subject to reservation of a perpetual easement in favor of the City of Marysville for utilities, across, under and through that portion of the property; and
- (c) The applicant shall be required to construct and dedicate, to the City of Marysville, a new public roadway realigning 25th Avenue NE to the west to a mini RAB and construct a RAB at 172nd Street NE (SR 531), to a public standard; including sidewalks, planter strips and decorative lighting, as approved by the City Engineer and Washington State Department of Transportation.

Section 2. This ordinance and the vacation of that portion of 25th Avenue NE and the stormwater detention pond as legally described and depicted in **Exhibit A** attached hereto, shall become effective five (5) days after publication of this ordinance and recording by the City of a certified copy of the same in the records of the Snohomish County Auditor. This ordinance shall not be recorded until and unless condition (a) in Section 1 of this Ordinance has been fully satisfied and the right-of-way for the new public roadway realigning 25th Avenue NE has been dedicated to the City of Marysville.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2015.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

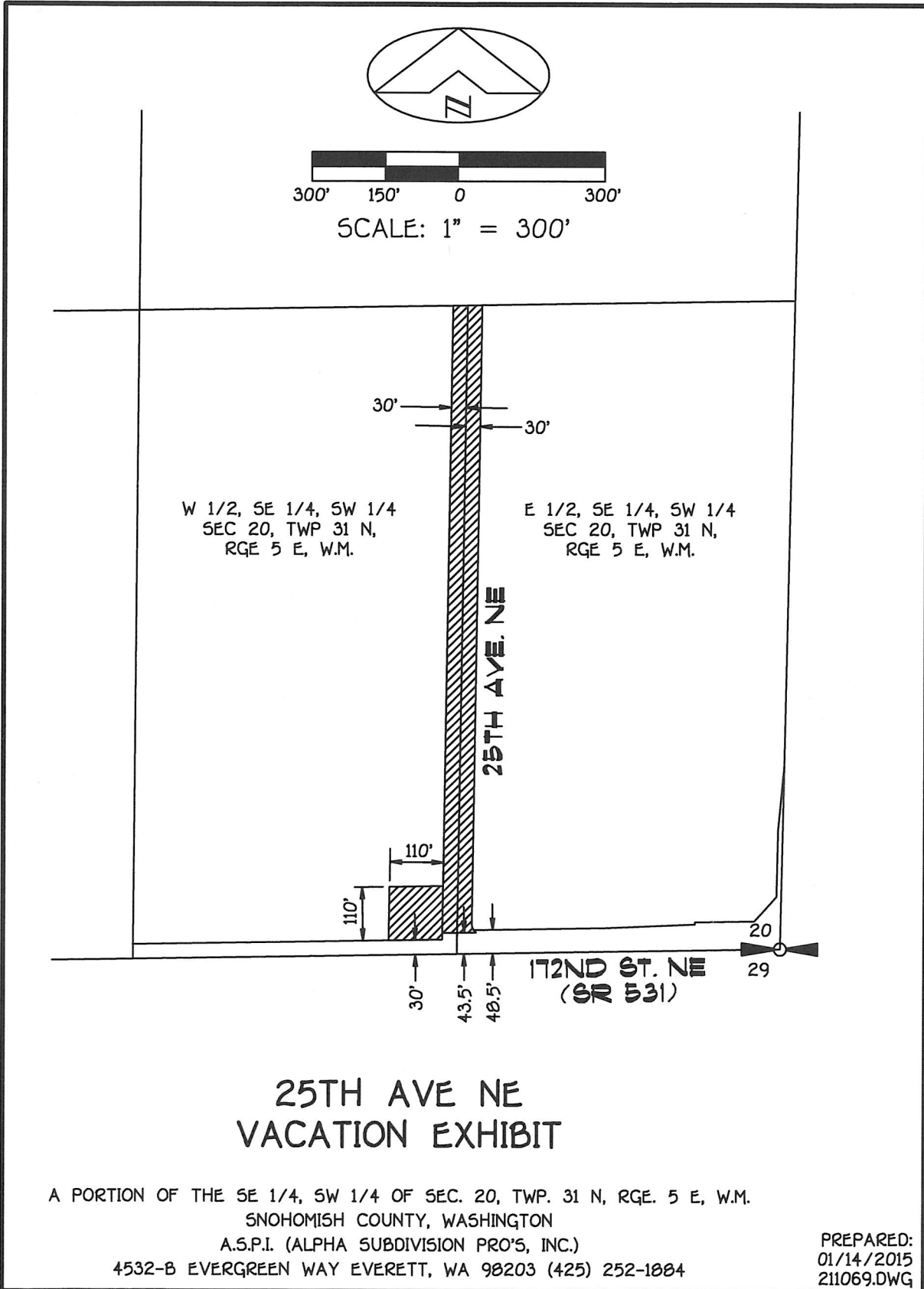


EXHIBIT A

25TH AVENUE NE VACATION LEGAL DESCRIPTION

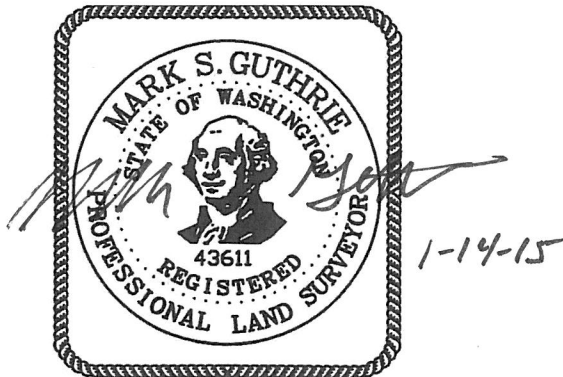
THE EAST 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THE SOUTH 43.50 FEET THEREOF.

TOGETHER WITH THE WEST 30.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THE SOUTH 43.50 FEET THEREOF.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;
THENCE SOUTH 89°03'37" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 661.16 FEET TO THE CENTERLINE OF 25TH AVENUE NE;
THENCE NORTH 00°47'48" EAST ALONG SAID CENTERLINE 43.52 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 43.50 FEET NORTH OF SAID SOUTH LINE;
THENCE NORTH 89°03'37" EAST ALONG SAID PARALLEL LINE 30.01 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 30.00 FEET EAST OF SAID CENTERLINE, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 89°03'37" EAST 9.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 33°28'18" WEST;
THENCE NORTHWESTERLY 20.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°19'29" TO A POINT ON SAID PARALLEL LINE;
THENCE SOUTH 00°47'48" WEST ALONG SAID PARALLEL LINE 17.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH 110 FEET OF THE SOUTH 140 FEET OF THE WEST 110 FEET OF THE EAST 140 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AS CONVEYED TO SNOHOMISH COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9304070110, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

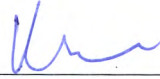
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



Index #6

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/9/2015

AGENDA ITEM: Petition to the State Utilities & Transportation Commission – Railroad Crossing Improvements State Avenue 116 th Street NE to 136 th Street NE Corridor Improvements	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> ⇒ Attachment 1: Aerial Photo – Proposed Crossing Improvements ⇒ Attachment 2: RCW 81.53.030, “Petition for Crossing – Hearing – Order” ⇒ Attachment 3: Petition to Construct or Reconstruct a Highway-Rail Grade Crossing 	
BUDGET CODE: 30500030.563000 R1404	AMOUNT: \$0
SUMMARY:	

The City is now poised to move forward and advertise its *State Avenue 116th Street NE to 136th Street NE Corridor Improvement Project* for construction in a matter of weeks. Among other things, one key focus of the project will be to improve the at-grade rail crossing of State Avenue that is situated just to the north of 116th Street NE. Commonly referred to as the “Arlington Spur,” this crossing will be widened from three (3) lanes to five (5) lanes, consistent with the City’s own work to the north and south. (See Attachment 1)

In order for this work to proceed, two conditions must first be met. First, the City must enter into an agreement with BNSF Railway Company — an item that is being brought forward separately and concurrently for City Council consideration. Second, pursuant to RCW 81.53.030, enclosed herein as Attachment 2, the City must successfully “petition” the Washington State Utilities and Transportation Commission (“UTC”) to gain its approval for the crossing improvements.

Public Works staff have met and coordinated with UTC representatives in order to brief them on the City’s plans, and understand that the proposed crossing improvements are perceived to be acceptable, and in the public interest. Accordingly, staff recommends that Council authorize the Mayor to sign the enclosed petition (Attachment 3) so that it can be passed on to UTC for further processing and final approval.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the attached Petition to Construct or Reconstruct A Highway-Rail Grade Crossing.
--



RCW 81.53.030**Attachment 2****Petition for crossing — Hearing — Order.**

Whenever a railroad company desires to cross a highway or railroad at grade, it shall file a written petition with the commission setting forth the reasons why the crossing cannot be made either above or below grade. Whenever the legislative authority of a county, or the municipal authorities of a city, or the state officers authorized to lay out and construct state roads, or the state parks and recreation commission, desire to extend a highway across a railroad at grade, they shall file a written petition with the commission, setting forth the reasons why the crossing cannot be made either above or below grade. Upon receiving the petition, the commission shall immediately investigate it, giving at least ten days' notice to the railroad company and the county or city affected thereby, of the time and place of the investigation, to the end that all parties interested may be present and heard. If the highway involved is a state road or parkway, the secretary of transportation or the state parks and recreation commission shall be notified of the time and place of hearing. The evidence introduced shall be reduced to writing and be filed by the commission. If it finds that it is not practicable to cross the railroad or highway either above or below grade, the commission shall enter a written order in the cause, either granting or denying the right to construct a grade crossing at the point in question. The commission may provide in the order authorizing a grade crossing, or at any subsequent time, that the railroad company shall install and maintain proper signals, warnings, flaggers, interlocking devices, or other devices or means to secure the safety of the public and its employees. In respect to existing railroad grade crossings over highways the construction of which grade crossings was accomplished other than under a commission order authorizing it, the commission may in any event require the railroad company to install and maintain, at or near each crossing, on both sides of it, a sign known as the sawbuck crossing sign with the lettering "Railroad Crossing" inscribed thereon with a suitable inscription indicating the number of tracks. The sign shall be of standard design conforming to specifications furnished by the Washington state department of transportation.

[2013 c 23 § 303; 1984 c 7 § 373; 1961 c 14 §81.53.030 . Prior: 1959 c 283 § 1; 1955 c 310 § 3; prior: 1937 c 22 § 1, part; 1913 c 30 § 3, part; RRS § 10513, part. Formerly RCW 81.52.100.]

Notes:

Severability -- 1984 c 7: See note following RCW 47.01.141.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

)	DOCKET NO. TR-
)	
Marysville, Washington)	PETITION TO CONSTRUCT OR
_____)	RECONSTRUCT A HIGHWAY-RAIL
Petitioner,)	GRADE CROSSING
)	
vs.)	
BNSF Railway Company)	
_____)	
Respondent)	
)	USDOT CROSSING NO.: 92-077P
)	
.....)	

Prior to submitting a Petition to **Construct** a highway-rail grade crossing and install an inter-tie between a Highway Signal and a Railroad Crossing Signal System to the Washington Utilities and Transportation Commission (UTC), State Environmental Protection Act (SEPA) requirements must be met. Washington Administrative Code (WAC) 197-11-865 (2) requires:

All actions of the utilities and transportation commission under statutes administered as of December 12, 1975, are exempted, except the following:

(2) Authorization of the openings or closing of any highway/railroad grade crossing, or the direction of physical connection of the line of one railroad with that of another;

Please attach sufficient documentation to demonstrate that the SEPA requirement has been fulfilled. For additional information on SEPA requirements contact the Department of Ecology.

The Petitioner asks the Washington Utilities and Transportation Commission to approve construction or reconstruction of a highway-rail grade crossing.

Construction
 Reconstruction

Section 1 – Petitioner's Information

<p><u>Jon Nehring, Mayor</u> Petitioner</p>
<p>Signature</p>
<p><u>1049 State Avenue</u> Street Address</p>
<p><u>Marysville, Washington 98270</u> City, State and Zip Code</p>
<p>Mailing Address, if different than the street address</p>
<p><u>Patrick Gruenhagen</u> Contact Person Name</p>
<p><u>360.363.8279 / pgruenhagen@marysvillewa.gov</u> Contact Phone Number and E-mail Address</p>

Section 2 – Respondent's Information

<p>Respondent</p>
<p><u>BNSF Railway Company</u> Street Address</p>
<p><u>2454 Occidental Avenue South, Suite 2D</u> City, State and Zip Code</p>
<p><u>Seattle, WA 98134</u> Mailing Address, if different than the street address</p>
<p><u>Rick Wagner, Manager Public Projects</u> Contact Person Name</p>
<p><u>206.625.6152</u> Contact Phone Number and E-mail Address</p>

Section 3 – Proposed or Existing Crossing Location

1. Existing highway/roadway State Avenue

2. Existing railroad BNSF "Arlington Spur" track

3. Location of proposed crossing:
 Located in the NE 1/4 of the NW 1/4 of Sec. 09, Twp. 30, Range 05 W.M.

4. GPS location, if known Latitude: 48.1054 Longitude: -122.1773

5. Railroad mile post (nearest tenth) 0.17

6. City Marysville County Snohomish

Section 4 – Proposed or Existing Crossing Information

1. Railroad company BNSF Railway Company

2. Type of railroad at crossing Common Carrier Logging Industrial
 Passenger Excursion

3. Type of tracks at crossing Main Line Siding or Spur

4. Number of tracks at crossing 1

5. Average daily train traffic, freight 2
 Authorized freight train speed 10mph Operated freight train speed 10mph

6. Average daily train traffic, passenger 0
 Authorized passenger train speed 0mph Operated passenger train speed 0mph

7. Will the proposed crossing eliminate the need for one or more existing crossings?
 Yes No X

8. If so, state the distance and direction from the proposed crossing.

9. Does the petitioner propose to close any existing crossings?

Yes No

Section 5 – Temporary Crossing

1. Is the crossing proposed to be temporary? Yes No

2. If so, describe the purpose of the crossing and the estimated time it will be needed

3. Will the petitioner remove the crossing at completion of the activity requiring the temporary crossing? Yes No

Approximate date of removal _____

Section 6 – Current Highway Traffic Information

1. Name of roadway/highway State Avenue

2. Roadway classification Principal Arterial

3. Road authority City of Marysville

4. Average annual daily traffic (AADT) 18,000

5. Number of lanes 3

6. Roadway speed 35mph

7. Is the crossing part of an established truck route? Yes No

8. If so, trucks are what percent of total daily traffic? 2%

9. Is the crossing part of an established school bus route? Yes No

10. If so, how many school buses travel over the crossing each day? 50

11. Describe any changes to the information in 1 through 7, above, expected within ten years:

Average daily traffic volumes are anticipated to grow at approximately 3%/year.

Section 7 – Alternatives to the Proposal

1. Does a safer location for a crossing exist within a reasonable distance of the proposed location?
Yes ____ No X

2. If a safer location exists, explain why the crossing should not be located at that site.

3. Are there any hillsides, embankments, buildings, trees, railroad loading platforms or other barriers in the vicinity which may obstruct a motorist's view of the crossing?
Yes ____ No X

4. If a barrier exists, describe:

- ◆ Whether petitioner can relocate the crossing to avoid the obstruction and if not, why not.
- ◆ How the barrier can be removed.
- ◆ How the petitioner or another party can mitigate the hazard caused by the barrier.

5. Is it feasible to construct an over-crossing or under-crossing at the proposed location as an alternative to an at-grade crossing?

Yes ____ No X

6. If an over-crossing or under-crossing is not feasible, explain why.

This project involves widening of an existing at-grade crossing with extremely limited, low-speed train traffic. (1 train per day, round trip) It does not involve construction of a new crossing.

7. Does the railway line, at any point in the vicinity of the proposed crossing, pass over a fill area or trestle or through a cut where it is feasible to construct an over-crossing or an under-crossing, even though it may be necessary to relocate a portion of the roadway to reach that point?

Yes No

8. If such a location exists, state:

- ◆ The distance and direction from the proposed crossing.
- ◆ The approximate cost of construction.
- ◆ Any reasons that exist to prevent locating the crossing at this site.

9. Is there an existing public or private crossing in the vicinity of the proposed crossing?

Yes No

10. If a crossing exists, state:

- ◆ The distance and direction from the proposed crossing.
- ◆ Whether it is feasible to divert traffic from the proposed to the existing crossing.

Section 8 – Sight Distance

1. Complete the following table, describing the sight distance for motorists when approaching the tracks from either direction.

a. Approaching the crossing from North, the current approach provides an unobstructed view as follows: (North, South, East, West)

Direction of sight (left or right)	Number of feet from proposed crossing	Provides an unobstructed view for how many feet
Right	300	> 1,000 feet
Right	200	> 1,000 feet
Right	100	> 1,000 feet
Right	50	> 1,000 feet
Right	25	> 1,000 feet
Left	300	> 1,000 feet
Left	200	> 1,000 feet
Left	100	> 1,000 feet
Left	50	> 1,000 feet
Left	25	> 1,000 feet

b. Approaching the crossing from South, the current approach provides an unobstructed view as follows: (Opposite direction-North, South, East, West)

Direction of sight (left or right)	Number of feet from proposed crossing	Provides an unobstructed view for how many feet
Right	300	> 1,000 feet
Right	200	> 1,000 feet
Right	100	> 1,000 feet
Right	50	> 1,000 feet
Right	25	> 1,000 feet
Left	300	> 1,000 feet
Left	200	> 1,000 feet
Left	100	> 1,000 feet
Left	50	> 1,000 feet
Left	25	> 1,000 feet

2. Will the new crossing provide a level approach measuring 25 feet from the center of the railway on both approaches to the crossing?

Yes X No

3. If not, state in feet the length of level grade from the center of the railway on both approaches to the crossing. _____

4. Will the new crossing provide an approach grade of not more than five percent prior to the level grade?

Yes X No

5. If not, state the percentage of grade prior to the level grade and explain why the grade exceeds five percent.

Section 9 – Illustration of Proposed Crossing Configuration

Attach a detailed diagram, drawing, map or other illustration showing the following:

- ◆ The vicinity of the proposed crossing.
- ◆ Layout of the railway and highway 500 feet adjacent to the crossing in all directions.
- ◆ Percent of grade.
- ◆ Obstructions of view as described in Section 7 or identified in Section 8.
- ◆ Traffic control layout showing the location of the existing and proposed signage.

Section 10 – Sidewalks

1. Provide the following information:

- a. Provide a description of the type of sidewalks proposed.
- b. Describe who will maintain the sidewalks.
- c. Attach a proposed diagram or design of the crossing including the sidewalks.

The proposed design calls for installation of a five foot wide concrete sidewalk along the east side of the roadway. The sidewalk will be constructed in accordance with current standards, consisting a four (4) inch thick section of concrete underlain by three (3) inches of compacted crushed surfacing top course.

As illustrated in the attached drawings, the sidewalk will be oriented so that it crosses the railroad tracks at a 90-degree angle – so as to improve the pedestrians' view of approaching traffic from both directions. Coupled with installation of a dedicated pedestrian warning signal and roadway lighting, this design is viewed as a significant improvement over the existing configuration, which includes no sidewalk at all.

Per agreement with BNSF Railway, the City will be responsible for construction and future maintenance of the new sidewalk.

Section 11 – Proposed Warning Signals or Devices

1. Explain in detail the number and type of automatic signals or other warning devices planned at the proposed crossing, including a cost estimate for each. If requesting preemption include the type of train detection circuitry, sequencing and advanced preemption time, justification for the changes and its effects on current warning devices and warning times for drivers.

The design calls for the existing west-side cantilever signal (to serve as a warning device for southbound vehicular traffic) to remain in its present location. By contrast, the east-side cantilever signal is antiquated and will be replaced with a new installation (constant warning/unidirectional crossing control), as shown on the accompanying drawings. As was noted in the preceding section, a dedicated pedestrian warning signal will also be installed – at the location where the east sidewalk crosses the tracks. No preemption is included within the design.

2. Provide an estimate for maintaining the signals for 12 months. N/A (Railroad-maintained)

3. Is the petitioner prepared to pay to the respondent railroad company its share of installing the warning devices as provided by law?

Yes X No

Section 12 – Additional Information

Provide any additional information supporting the proposal, including information such as the public benefits that would be derived from constructing a new crossing as proposed or modifying an existing crossing. Provide project specific information.

This project stands as the second phase of improvements to Marysville’s State Avenue and the at-grade railroad crossing which is commonly referred to as the “Arlington Spur.” The first phase involved widening the roadway and rail crossing from two (2) to three (3) lanes, and was completed in 2006 pursuant to approval by the Utilities and Transportation Commission on February 14, 2001. (Docket No. TR-010100)

Having recently received a \$3 Million grant from the State Transportation Improvement Board (TIB) — its funding partner on the earlier project as well — the City is now poised to move forward with this follow-on phase of work. Specifically, the improvements will include widening of State Avenue (and the rail crossing) to the “ultimate” 5-lane configuration contemplated within the City’s long-range transportation plan.

With two through lanes in both the northbound and southbound directions and a two-way center turn lane, the new configuration represents a substantial improvement — providing added capacity, improving overall traffic operations, and reducing the potential for conflict between through and turning vehicle movements. Coupled with the installation of roadway lighting, extension of the existing pedestrian network, and upgrade of Railroad warning devices, the net result of the project will be a marked improvement in safety for the traveling public.

It should be noted that passage of vehicles through the two-way center turn lane at the crossing will be prohibited, and median islands will be in place to ensure that drivers adhere to this requirement. Moreover, pedestrian travel through the crossing will be made safer in light of the fact that the proposed design includes a *perpendicular* sidewalk crossing of the tracks (providing improved visibility), coupled with installation of a dedicated pedestrian warning device.

Section 13 – Waiver of Hearing by Respondent

Waiver of Hearing

The undersigned represents the Respondent in the petition to construct or reconstruct a highway-railroad grade crossing and inter-tie the highway signal with the railroad crossing signal system.

USDOT Crossing No.: _____ 92-077P _____

We have investigated the conditions at the proposed or existing crossing site. We are satisfied the conditions are the same as described by the Petitioner in this docket. We agree that a crossing be installed or reconstructed and the highway signals inter-tied with the railroad crossing signal system and consent to a decision by the commission without a hearing.

Dated at _____, Washington, on the _____ day of _____, 2015.

Printed name of Respondent

Signature of Respondent's Representative

Title

BNSF Railway Company _____

Name of Company

Phone number and e-mail address

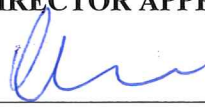
Mailing address

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/9/2015

AGENDA ITEM: Amendment to Construction & Maintenance Agreement with BNSF Railway State Avenue 116 th Street NE to 136 th Street NE Corridor Improvements	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> • Agreement Amendment • Underlying 2001 Construction & Maintenance Agreement 	
BUDGET CODE: 30500030.563000 R1404	AMOUNT: \$422,024.00
SUMMARY:	

The City's *State Avenue 116th Street NE to 136th Street NE* project is scheduled to be advertised for construction this spring. In conjunction with the planned road widening – from the existing three lane configuration to five – the project has brought about the need for corresponding improvements at the “Arlington Spur” railroad crossing of State Avenue. This work, to be undertaken by BNSF Railway Company (“BNSF”), involves widening of the existing concrete crossing surface and installation of new warning signals — *one each for vehicles and pedestrians* — along the east side of the roadway.

Before work can begin, the City and BNSF must enter into an agreement to establish the framework for planned construction activities at and adjacent to the crossing. That agreement has taken the form of an Amendment to a prior agreement between the City and BNSF, and both documents are enclosed herein. In light of the fact that this represents a continuation and “second phase” of past improvements at the crossing, completed in 2007, the City and BNSF recognized this to be the most efficient means of memorializing and administering the new work. (*versus drafting and entering into a completely new and separate agreement*)

It is estimated by BNSF that the work to construct the needed improvements will be in the amount of \$372,024.00. Staff is requesting a management reserve of \$50,000.00 to cover any potential increased costs associated with construction. The City will be responsible to reimburse BNSF actual construction costs which could be above or below the estimate.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the enclosed Amendment in the amount of \$372,024.00 with BNSF Railway Company with a management reserve of \$50,000 – for a total authorization of \$422,024.00.

CONSTRUCTION AND MAINTENANCE AGREEMENT AMENDMENT

BF10006995, A-1-BF16808
Mile Post 0.17
Line Segment 406
U.S. DOT Number 092077P
Bellingham Subdivision

THIS CONSTRUCTION AGREEMENT AMENDMENT (hereinafter called, "Agreement"), executed to be effective as of _____, 2015 is an amendment to agreement BF16808 originally dated February 16, 2001 (the "Agreement"), by and between the City of Marysville, a Political Subdivision of the State of Washington, (hereinafter called, "AGENCY"), and BNSF RAILWAY COMPANY, a Delaware Corporation (hereinafter called, "RAILROAD");

This Amendment to the original agreement is written to allow for the updated plans to widen the State Avenue at-grade crossing in Marysville, Washington. The following are changes to Agreement:

ARTICLE I

The following paragraph is hereby added at the end of Article I Section 1:

1. Prior to commencing any work on BNSF's property or right-of-way, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement"), to enter upon and use that portion of BNSF's right-of-way as is necessary to construct, use, and maintain the crossing for roadway purposes, substantially in the form of Exhibit B attached to this Agreement. Agency must pay BNSF the sum of Seventy Four Thousand One Hundred Forty Eight and No/100 Dollars (\$74,148.00) as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 16 of this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

Section 2(b) is hereby deleted in its entirety and replaced with the following:

2. (b) Extend east side of State Avenue crossing 168 feet for two additional vehicular lanes and for pedestrian crossing surface with a new concrete and rubber crossing surface;

Section 2(c) is hereby deleted in its entirety and replaced with the following:

2. (c) Remove and replace existing cantilever on east side of roadway with new cantilever signal and add new pedestrian signals;

Section 2(d) is hereby deleted in its entirety and replaced with the following:

2. (d) Provide at Agency's expense flagging and/or track protection as determined by the Roadmaster;

The following is hereby added to Article 1:

6. After installation of the new crossing surface is completed, the Railroad will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, the Railroad shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

ARTICLE II

The following is hereby added to Article II:

14. For any future inspection or maintenance, either routine or otherwise, performed by contractors on behalf of the Agency, Agency shall require the contractors to execute the current version of Exhibit C&C-1 documents. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "contractororientation.com"; notify BNSF when, pursuant to the requirements of exhibit C, a flagger is required to be present; procure Railroad Protective Liability insurance.

ARTICLE III

Article III Section 15 is hereby deleted in its entirety and replaced with the following:

15. Any notice provided for herein or concerning this Agreement must be in writing and delivered in digital format to the Manager of Public Projects and will be deemed sufficiently given when sent to the parties at the following addresses:

BNSF Railway Company:

BNSF's Manager of Public Projects
Richard Wagner
2454 Occidental Ave South Ste 2D
Seattle, WA 98134
206-625-6152
Richard.Wagner@BNSF.com

City of Marysville

Pat Gruenhagen
80 Columbia Ave
Marysville, WA 98270
Pat Gruenhagen <PGruenhagen@marysvillewa.gov>

EXHIBITS

The following Exhibits are hereby deleted in their entirety and replaced with the attached:

See new Exhibits A, B, C, C-1, and D attached. These are to replace all original Exhibits.

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

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

CITY OF MARYSVILLE

By: _____

Printed Name: Jon Nehring

Title: Mayor

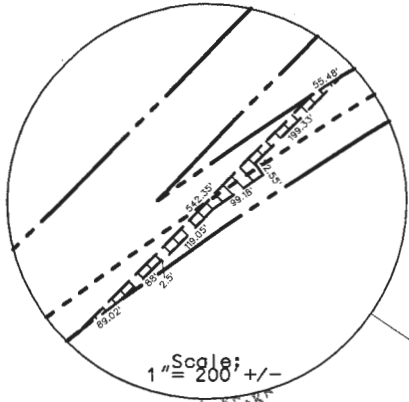
Exhibit "A"

EXHIBIT "A"

BNSF File: S-Marysville
B&W Proj. No.: 012196.003
MAP REFERENCE:
Sta. = s62250
R/W = r512511
Land = N / A

NP RY
WA-09B
01

Scale: 1" = 400' +/-



1" Scale:
1" = 200' +/-

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

To: Seattle

To: Vancouver BC

To: City of Marysville
At: Marysville
Snohomish County,
Washington

Legend:
Roadway/Sidewalk Easement

Northwest Division L.S. 406
Bellingham Subdivision -L.S. 0050-4
Val. Sec. 01-51017
GN RY WA-17, Map 02
Sec. 9, T30N, R5E, Williamette Mar.
May 21, 2007 Rev. August 18, 2014
M.P. 0.2 JNC

Note Right of Way Fenced
from Station 6+18 to 15
Standard Form No. Sheet

Note for siding see sketch above

Marysville and Arlington Logging Ry
Taken up 1937

Exhibit "B"

**EASEMENT AGREEMENT
FOR ROADWAY PURPOSES ON STATE AVENUE**

THIS EASEMENT AGREEMENT FOR ROADWAY PURPOSES ("Easement Agreement") is made and entered into as of the _____ day of _____ 2014 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **THE CITY OF MARYSVILLE**, a political subdivision of the State of Washington ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Marysville, County of Snohomish, State of Washington, on Line Segment 406 at Mile Post .02 , as described or depicted on Exhibit "A-1 and A-2" attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of February 16, 2001, as amended on _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") for construction, maintenance, repair, operation and reconstruction of roadway improvements over, under and through the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor's property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and

Form 704CM; Rev. 08/17/11

remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee's use and local laws and regulations and abate any and all hazard of fire.

Section 6 **Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 **Compliance with Environmental Laws.** Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 **Notice of Release.** Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 **Remediation of Release.** In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 **Preventative Measures.** Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 **Evidence of Compliance.** Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by (1) serving on Grantee a notice of noncompliance and opportunity to cure providing a reasonable opportunity to cure (minimum time period of thirty (30) days and (2) if cure is not effected after a reasonable opportunity is given, serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 **Miscellaneous.**

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Washington without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

THE CITY OF MARYSVILLE, a political subdivision of the State of Washington

By: _____
Name: _____
Title: _____

EXHIBIT "A-1" AND "A-2"

Premises



Pacific Surveying & Engineering

1812 Cornwall Avenue
 Bellingham, WA 98225
 Phone 360-671-7387 ^ Fax 360-671-4685
 www.psesurvey.com

"EXHIBIT A-1"

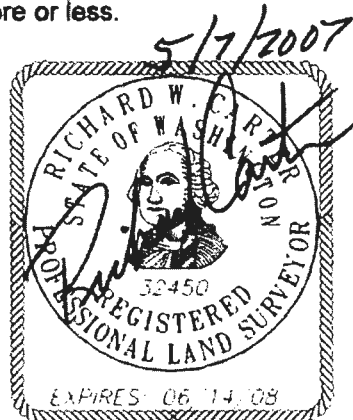
**EASEMENT FROM BURLINGTON NORTHERN SANTA FE RAILROAD
 SITUATED WITHIN THE NW ¼ OF SECTION 9 TOWNSHIP 30 NORTH, RANGE 5 EAST OF
 THE WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON**

5/7/2007

SURVEYORS NOTE:

The center line of State Avenue is based on the Right of Way plans titled State Avenue, 116th St NE to 136th St NE, dated December 26, 2006.

Commencing at the centerline of State Avenue marked by a brass cap monument at the Right of Way Plan station 237+44.46; thence North 12°31'41" West along said centerline 1550.87 feet to station 252+95.33; thence at right angles North 77°28'19" East 30.00 feet to the easterly margin of said State Avenue and Point of Beginning; thence North 12°31'41" West parallel with said centerline along said easterly margin 542.35 feet to station 258+37.68 being a point of intersection with the westerly margin of the said Burlington Northern Santa Fe Railroad, also being the beginning of a curve concave to the east, from which radius point bears South 89°14'54" East 5779.58 feet; thence along said curve and said westerly margin northerly 55.48 feet through a central angle of 0°33'00" to the end of curve at station 258+91.62, 43.00 feet right of said centerline; thence South 12°31'41" East parallel with said centerline 199.33 feet to station 256+92.29, 43.00' right from said centerline; thence North 89°12'23" East 22.55' to station 256+87.70, 65.08 feet right from said centerline; thence South 01°08'26" East 99.18 feet to station 255+90.47, 45.50 feet right from said centerline; thence parallel with said centerline South 12°31'41" East 119.05 feet to station 254+71.42, 45.50 feet right from said centerline; thence perpendicular to said centerline South 77°28'19" West 2.50 feet to station 254+71.42, 43.00 feet right from said centerline; thence parallel with said centerline South 12°31'41" East 88.00 feet to the intersection with the easterly margin of said Railroad and beginning of a curve concave to the east at station 253+83.42, 43.00 feet right from said centerline from which radius point bears North 86°19'02" East 5679.58 feet; thence along said curve and said easterly margin southerly 89.02 feet through a central angle of 0°53'53" to the end of curve and intersection with said easterly margin of said State Avenue and Point of Beginning.
 Containing 8,365 Square Feet more or less.

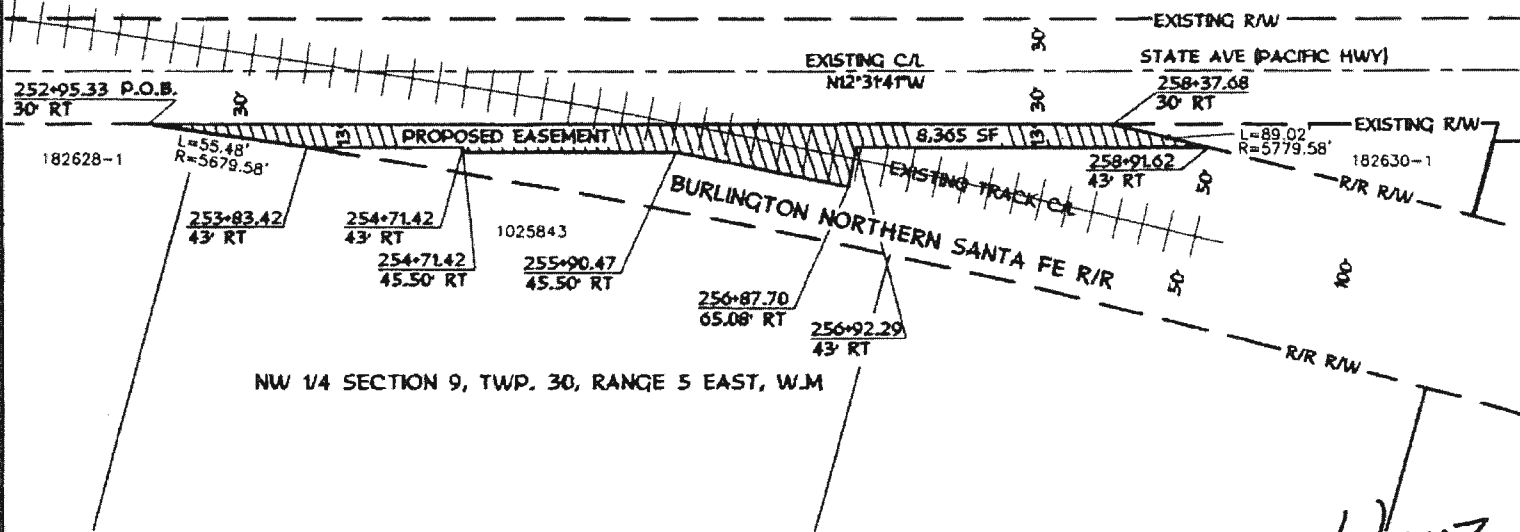




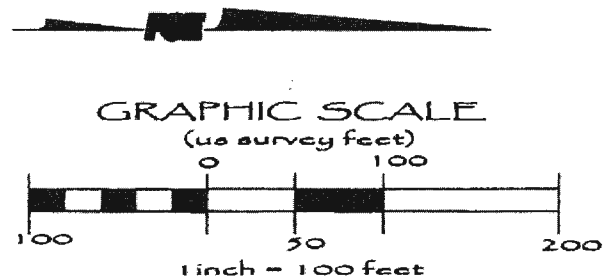
PACIFIC SURVEY & ENGINEERING INC
22122 20TH AVE, SE, SUITE 159, BOTHELL, WA 98021 PH: 425.205.2035 F: 205.205.2038
BELLINGHAM@BOTHNELL.COM FAX: PSE@PACIFICSURVEY.COM WWW.PACIFICSURVEY.COM

EXHIBIT A-2: FOR PROPOSED EASEMENT

THE RIGHT OF WAY AND STATIONING OF STATE AVE IS REFERENCED TO THE RIGHT OF WAY PLAN CALLED "STATE AVENUE, 116TH ST NE TO 136TH ST NE", MARYSVILLE, WASHINGTON, DATED DECEMBER 26, 2006. ON FILE WITH THE PUBLIC WORKS DEPT., CITY OF MARYSVILLE, WA.



NW 1/4 SECTION 9, TWP. 30, RANGE 5 EAST, W.M



PREPARED BY RC 5/7/07
RRASEEXHIBIT.DWG
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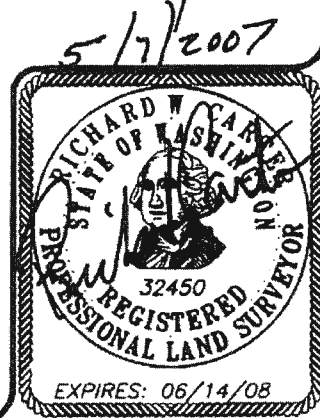


EXHIBIT "B"
MEMORANDUM OF EASEMENT

After recording return document to:

City Clerk
 City of Marysville
 1049 State Street
 Marysville, WA 98270

DOCUMENT TITLE:

Memorandum of Easement

REFERENCE NO. OF DOCUMENT(S) ASSIGNED OR RELEASED:

N/A

GRANTOR(S):

1. BNSF RAILWAY COMPANY, a Delaware corporation

GRANTEE(S):

1. CITY OF MARYSVILLE, a Washington municipal corporation

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S):

Exhibit "A-1"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2014, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **THE CITY OF MARYSVILLE**, a political subdivision of the State of Washington ("**Grantee**"), whose address for purposes of this instrument is 1049 State Street, Marysville, Washington, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Snohomish County, as described on **Exhibit "A-1 and A-2"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2014 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 2014,
by _____ (name) as
_____ (title) of **BNSF RAILWAY COMPANY**, a Delaware
corporation.

Notary Public

My appointment expires: _____

(Seal)

Exhibit "C"
CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the State Avenue 116th Street NE to 136th Street NE Widening Project.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Pat Gruenhagen
 City of Marysville
 80 Columbia Ave
 Marysville, WA 98270
- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** Contractor must notify the City of Marysville at (360) 363-8279 and Railway's Manager Public Projects, telephone number (206) 625-6029 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway; must refer to Railroad's file 092077P.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Superintendent and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

- 15' Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23'-3 1/2" Vertically above top of rail
 - **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of Marysville and must not be undertaken until approved in writing by the Railway, and until the City of Marysville has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
 - **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
 - **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the City of Marysville for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
 - **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
 - **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
 - **1.03.10** The Contractor, upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway

prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 425-304-6690) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by the (Agency). The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is 1 freight trains per 24-hour period at a timetable speed 10 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW**

OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILROAD'S REPRESENTATIVE.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Field Engineering Representative (206-625-6189). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800)

832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- 1.09.01 The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time:
County: _____ 3. Temperature: _____ 4. Weather
(if non-Railway location)
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St. _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
(i.e. (a) Laceration (b) Hand)
11. Description of Accident (To include location, action, result, etc.): _____
12. Treatment:
? First Aid Only
? Required Medical Treatment
? Other Medical Treatment
13. Dr. Name _____ 30. Date: _____
14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____
17. Diagnosis: _____

**FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX**

Exhibit "C-1"

**Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: BFXXXXXX

Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200__ with the City of Marysville for the performance of certain work in connection with the following project: ~~State Street Widening~~ State Avenue 116th Street NE to 136th Widening. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the City of Marysville (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being

brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

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

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Washington's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

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

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

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and **Railroad** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured must be indicated on the certificate of insurance.

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

Prior to commencing the Work, contractor must furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RISK MANAGEMENT
2500 Lou Menk Drive AOB-1
Fort Worth, TX 76131-2828
Fax: 817-352-7207

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

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

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

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

Failure to provide evidence as required by this section will entitle, but not require, *Railroad* to terminate this *Agreement* immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

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

For purposes of this section, *Railroad* means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as \$50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative (4) four weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Manager Public Projects

Contact Person: _____
Address: _____

Accepted and effective this _____ day of 200_.

City: _____ State: _____ Zip: _____
Fax: _____
Phone: _____
E-mail: _____

Exhibit "D"

AUTHORITY FOR EXPENDITURE

LOCATION : KRUSE JCT	LINE SEGMENT : 406	AFE NUMBER :
PLANITEM NUMBER : 102496000	MILEPOST : 0.164	RFA NUMBER : 5971914
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER : CB960114
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : BELLINGHAM	BUDGET YEAR : 2014
JOINT FACILITY : CITY OF MARYSVILLE	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : WA	REPORTING OFFICE : 716
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 23915

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP STATE AVE REHAB NWN DIV BELLINGHAM SUB LS 406 MP .164 - DOT# 092077P - 100% BILLABLE CITY OF MARYSVILLE
 PRIMARY FUNDING SOURCE IS CITY FUNDS

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
102496000	406	0.164	0.164	S	KRUSE JCT	KRUSE JCT	PUBLIC IMPROVEMENT PROJECT	2014

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	101,715	101,715
MATERIAL COSTS	0	0	0	0	151,721	151,721
OTHER COSTS	0	0	0	0	28,215	28,215
TOTALS	0	0	0	0	281,651	281,651

SYSTEM MAINTENANCE AND PLANNING
 ESTIMATE REF. NUMBER: 5971914
 COSTING DATE: 09/18/2014

PRINTED ON: 09/24/2014
 ESTIMATED BY: GRACIA
 PRINTED BY: GRACIA

CEPS PLAN ITEM DOCUMENT
(FOR INTERNAL BNSF RAILWAY USE ONLY)

LOCATION : KRUSE JCT	LINE SEGMENT : 406	AFE NUMBER :
PLANITEM NUMBER : 000251358	MILEPOST : 0.16	RFA NUMBER :
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER :
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : BELLINGHAM	BUDGET YEAR : 2014
JOINT FACILITY : CITY OF MARYSVILLE	ENGR. DIVISION : NORTHWEST NORTH	BUDGET CLASS : 10
% BILLABLE (+/-) : 100.0	TAX STATE : WA, CO: SNOHOMISH	REPORTING OFFICE : 461
REQUESTOR ID : Q446	MATL DATE :	SPONSOR : VP ENGINEERING
PROJECT TYPE : PIP	LOCATION CODE : 513052	DEPT CODE : MOWGH
DOT NUMBER : 092077P	TRACK TYPE : 1	DERAILMENT CODE :
STIMULUS FUND TYPE : FHWA	STIMULUS STATUS : BUY AMERICAN	

PURPOSE, JUSTIFICATION AND DESCRIPTION

STATE STREET - MARYSVILLE, WA; INSTALL FLASHERS ; NORTHWEST DIV; BELLINGHAM SUBDIV; LS 406; MP 0.16; DOT# 092077P; SEQ# 56163.

MONTHLY POWER UTILITY COST CENTER : 61504.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE CITY OF MARYSVILLE, WA IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	45,461	45,461
MATERIAL COSTS	0	0	0	0	19,883	19,883
OTHER COSTS	0	0	0	0	25,029	25,029
TOTALS	0	0	0	0	90,373	90,373

SYSTEM MAINTENANCE AND PLANNING
ESTIMATE REF. NUMBER : 000251358 - 2--2S
COSTING DATE : 09/18/2014

PRINTED ON : 10/23/2014
ESTIMATED BY : GRAY
PRINTED BY : GRAY

TOTAL BILLABLE COST

90,373

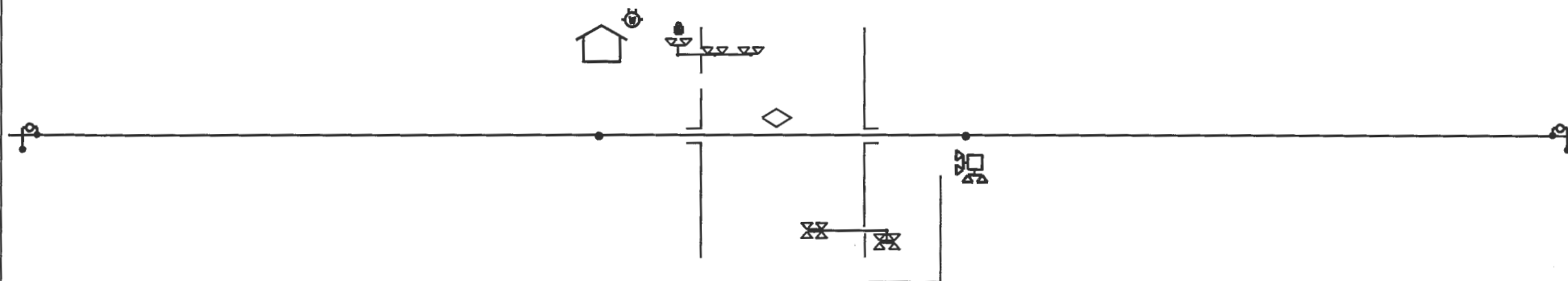
The Burlington Northern & Santa Fe Railway Company

127
TO ARLINGTON

TO KRUSE JCT.

EASTWARD APPR. XXXX' XX MPH 120' MIN. WESTWARD APPR. XXXX' XX MPH

50' MIN. 58' 50' MIN.



STATE ROAD
DOT # 092 077 P
PROJECT #56163









INSTALL: FLASHERS

CONTROL DEVICES: CONSTANT WARNING

BOLD - IN

~~FLASH~~ - OUT

SALVAGE: NONE

-  INSTRUMENT HOUSE
-  BELL
-  METER
-  CROSSING CONTROL CONNECTIONS
-  BIDIRECTIONAL CROSSING CONTROL
-  UNIDIRECTIONAL CROSSING CONTROL
-  COUPLER OR TERMINATION
-  GUARD RAIL

Warning device placement:

Clearance to C.L. Track = Min. 12'

Edge of Road to C.L. Foundation:

Min. 4'3" with curb,

Min. 8'3" without curb,

Max. 12'

House Clearance:

25' Min. to Near Rail

30' Min. to Edge of Road

ALL LIGHTS TO BE LED

BNSF RAILWAY CO.

LOCATION: MARYSVILLE, WA

STREET: STATE ST.

LS: 406

M.P. 0.16

DOT # 092 077 P

DIVISION: NORTHWEST

SUBDIVISION: BELLINGHAM

KANSAS CITY

NO SCALE

DATE: 10/23/2014

FILE: 56163 STATESKETCH.dgn

JFK

**CONSTRUCTION AND MAINTENANCE AGREEMENT
WIDEN AND IMPROVE STATES STREET (MP 0.17)
MARYSVILLE, WASHINGTON**

RAILWAY Contract NO. _____

File No _____

AGREEMENT, made this 16th day of February, 2008, between THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, hereinafter referred to as the "Railway", and MARYSVILLE, WASHINGTON, a municipal corporation, hereinafter referred to as the "Agency".

RECITALS:

WHEREAS: the Bellingham Subdivision is currently owned and operated by the Railway; and

WHEREAS: in the interest of aiding motor vehicle traffic the Agency is proposing to widen and improve the State Street at grade crossing, hereinafter referred to as the Project.

WHEREAS: the centerline of the State Street at grade crossing crosses over the Railway's right-of-way and mainline at railroad survey station 193+91.5, Railroad MP 0+829.3', (MP 0.17), and

WHEREAS: the Project is located in the NE1/4 of the NW 1/4 of Section 9, T 30 N, R 5 E, WM. as shown on the plans marked Exhibit "A" attached hereto and made a part hereof, and

WHEREAS: Automatic flashing light traffic control devices, cantilever type, and train activation devices will be removed and replaced under this contract.

WHEREAS: the Railway will be required to perform certain work on its facilities, and

WHEREAS: the parties hereto desire that the work to be performed by the Agency in connection with said construction be performed in accordance with plans and specifications to be prepared by the Agency, and

WHEREAS: the Agency is willing to undertake the construction of said project with Agency funds, state funds and such federal funds as may be available, and

WHEREAS: the Railway is willing to consent to the execution of the said project upon the terms and conditions herein stated and not otherwise, and

WHEREAS: the parties hereto desire to contract for work to be performed by each of them in connection with this project and the payment of costs and expenses therein involved, and

AGREEMENT:

ARTICLE I

NOW THEREFORE, in consideration of the covenants of the Agency hereinafter contained, and faithful performance thereof, Railway agrees:

1. The Railway shall grant to the Agency by separate instrument:
 - a) For and consideration of \$ 2,500, a crossing easement of 250 square feet more or less, for roadway purposes across the Railway's right-of-way (outlined in bold) as identified on Exhibit "A" attached.
 - b) For and consideration of \$ 2,000 the Agency shall pay an administration fee to the Railway.

2. To furnish all labor, materials, tools, and equipment, and do "Railroad Work" required due to the construction of the Project, such railroad work and the estimated cost thereof being as shown in Exhibit "B" attached hereto and made a part hereof. In the event that construction of the Project has not commenced within six (6) months from the effective date of this Agreement, Railway may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit "B". In such case, Railway shall provide to the Agency its revised cost estimates highlighting all changes that are made. Any item of work incidental to those items listed in Exhibit "B", but not specifically mentioned therein, may be included as part of this agreement as an item of work upon written approval of Agency, if practicable.

The Railway may submit progress bills to the Agency during the progress of the work for the actual cost of services and expenses. The Agency will then pay progress bills within 30 days after receipt of a properly submitted bill. If the billing is disputed for any reason, the Agency will promptly notify the Railway and will pay any undisputed amount.

The Railway and the Agency shall maintain records regarding the work performed and the costs and expenses incurred by the parties for the project in accordance with generally accepted accounting principles and practices. Said records shall be made available to the other party, or for Agency, or federal audit, upon request during normal business hours, for a period of three years after the final payment.

Construction of the Project shall include the following work by Railway:

- (a) Preliminary engineering, design, and contract preparation;
 - (b) Remove the existing crossing surface, Place a 376' concrete crossing, complete with new ties, ballast and engineering fabric. Additional ties will be provide for the ultimate 5 lane configuration.
 - (c) Remove and replace antiquated cantilevers, with new cantilevers signals, with new train activation devices.
 - (d) Furnishing of such watchmen and flagmen as may be necessary for the safety of its property and the operation of its trains during construction of said Project; and
 - (e) Furnishing of engineering and inspection as required for construction of said Project.
3. To do all work provided in Article I, Section 2 above with its own employees working under Railroad Labor Agreements or by contractor(s), if necessary, and on an actual cost basis.
 4. Agency agrees to reimburse Railway for work of an emergency nature caused by Agency or Agency's contractor, in connection with the Project which Railway deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or Railway property. Such work may be performed by Railway without prior approval of Agency and Agency agrees to reimburse Railway for all such emergency work.
 5. To submit to Agency for payment upon completion of the Project, a detailed statement covering the cost of the work performed by Railway, segregated as to labor and materials, and in accordance with and subject to the terms and provisions of Federal Highway Administration's FHPM 143, as amended. All applicable portions of the Federal Highway Administration's FHPM 662.1 as amended and FHPM 143 as amended are by reference incorporated herein and made a part hereof.

ARTICLE II

IN CONSIDERATION of the covenants of Railway herein set forth and the faithful performance thereof, Agency agrees as follows:

1. To furnish to Railway plans and specifications for the Project. Four sets of said plans, together with two copies of specifications, shall be submitted to Railway for approval prior to commencement of construction. After having been approved by both parties hereto, said plans and specifications are hereby adopted and incorporated into this agreement by reference.

2. To acquire, at no cost to Railway, all rights of way necessary for the construction of the Project.
3. To make any and all arrangements to secure the location or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be found necessary to locate or relocate in any manner whatsoever due to the construction of the project.
4. To construct the Project as shown on Exhibit "A" and do all work provided for in the plans and specifications for the Project, except such work that Railway herein agrees to do. Principal elements of work to be performed by Agency in the construction of the Project are as follows:
 - (a) Necessary Grading and Paving of the roadway approaches to the crossing and furnish and place asphalt concrete paving up to the crossing.
 - (b) Furnish and place advance warning signs and standard pavement parkings for the railroad at grade crossing.
 - (c) Perform all other work not specifically mentioned as work to be performed by the Railway necessary to complete the project in accordance with the plans and specifications.
6. To furnish all labor, materials, tools, and equipment in performing the work it agrees to perform herein. All work of construction with respect to said Project shall be undertaken by Agency, or Agency's contractor and shall be performed at such times as shall not endanger or interfere with the safe and timely operations of Railway's track and other facilities.
7. To require its contractor(s) to notify Railway's Roadmaster at least 30 calendar days in advance of commencing work on Railway property or near Railway's tracks, when requesting a Railway flagman in accordance with the requirements of "The Right of Entry Agreement" attached hereto, in order to protect Railway from damage to its trains and property.
8. To require its contractor(s) to furnish Railway's Manager of Public Projects, for approval, four copies of plans and two sets of calculations of any shoring or cribbing proposed to be used over, under, or adjacent to Railway's tracks.
9. The Agency agrees to include the following provisions in its contract with a contractor performing work on said Project.
 - (a) Fiber optic cable systems owned by various telecommunication companies may cross or run parallel in Railway's rail corridor. The Contractor shall be responsible to contact Railway and/or the telecommunications companies to determine whether there are any fiber optic cable systems located within the Project boundaries that could be damaged or their service disrupted due to the construction of the Project. The contractor shall also pothole all lines either shown on the plans or marked in the field in order to verify their locations. The contractor shall also use all reasonable methods when working in the Railway rail corridor to determine if any other fiber optic lines may exist.
 - (b) The telecommunication companies shall be responsible for the rearrangement of any facilities determined to interfere with the construction. The contractor shall cooperate fully with any company performing these rearrangements.
10. To also incorporate in each contract for construction of the Project, or the specifications therefor, the provisions set forth in Article II, Sections 6, 7, 8, 9, 11, (a) and 12 (b), and in Article III, Sections 3, 4, 10, and 11, and the provisions set forth in the "Right-of-Entry Agreement" attached hereto and by reference made a part hereof.
11. That, except as hereinafter otherwise provided, all work to be performed hereunder by Agency in the construction of the Project will be performed pursuant to a contract or contracts to be let by Agency, and all such contracts shall provide.
 - (a) That all work performed thereunder, within the limits of Railway's right of way shall be performed in a good and workmanlike manner, and in accordance with plans and specifications approved by Railway. Those changes or modifications during construction that affect safety or Railway's operations shall also be subject to Railway's approval;

- (b) That no work shall be commenced within Railway's right of way until each of the contractors employed in connection with said work shall have (i) executed and delivered to Railway an Agreement in the form of "The Right-of-Entry Agreement" delivered to and secured Railway's approval of the insurance required by said "Right-of-Entry Agreement".
12. (a) Railway shall have the right to request that any Agency employee, any Agency contractor, or any employee of a Agency contractor who performs any work within Railway's right of way and which affects Railways operations or facilities, be removed from the Project for incompetence, neglect of duty, unsafe conduct or misconduct. In the event Agency or its contractor elects not to honor such request, Railway may stop work within its right of way until the matter has been fully resolved to Railway's satisfaction. The party whose employee has been asked to leave the Project will indemnify the requesting party against any claims arising from such removal.
- (b) Agency's employees, agents, contractors, representatives and invitees shall wear the current BNSF Personnel Protective Equipment ("PPE") when on the Railway's rail corridor. Railway PPE shall meet applicable OSHA and ANSI specifications. Existing Railway PPE requirements are: (i) safety glasses; permanently affixed side shields; no yellow lenses; (ii) hard hats with high visibility orange cover; (iii) safety shoes with hardened toe, above the ankle lace up and a defined heel; and (iv) high visibility reflective orange vests. Hearing protection, fall protection and respirators will be worn as required by state and federal regulations.
13. To advise Railway's Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion and to notify Railway's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with Railway for the purpose of making final inspection of the Project.

ARTICLE III

IN CONSIDERATION of the premises, it is mutually agreed as follows:

1. That all work contemplated in this agreement shall be performed in a good and workmanlike manner, in accordance with plans and specifications approved by BNSF, and each portion shall be promptly commenced by the parties hereto obligated to do the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction that affect Railway shall be subject to approval by Railway prior to commencement of such changes or modifications.
2. That such work shall be done in accordance with detailed plans and specifications approved by both parties.
3. Agency and Railway shall to the extent reasonably practicable adhere to the construction schedule for all Project work. The parties agree that Railway's failure to complete Railroad work in accordance with the construction schedule by reason of inclement weather, unforeseen railroad emergencies, or other conditions beyond its reasonable control, will not constitute a breach of this Agreement by Railway nor subject Railway to any liability or responsibility for added expense to the Agency.
4. In the event of an unforeseen railroad emergency and regardless of the requirements of the construction schedule, Railway reserves the right to reallocate all or a portion of its labor forces assigned to perform the Railroad Work when Railway believes such reallocation is necessary to provide for the immediate restoration of railroad operations of Railway or its affiliates or to protect persons or property on or near any Railway owned property or any related railroad. Railway will reassign such labor forces to again perform the Railroad Work when, in its sole but good faith opinion, such emergency condition no longer exists. Railway will not be liable for any additional costs or expenses of the Project resulting from any such reallocation of its labor forces. The parties further agree that such reallocation of labor forces by Railway and any direct or indirect results of such reallocation will not constitute a breach of this Agreement by Railway.
5. That if any Agency Contractor shall prosecute the Project work contrary to the Plans and Specifications or if any Agency Contractor shall prosecute the Project work in a manner Railway deems to be hazardous to its property, facilities or the safe and expeditious movement of its traffic, or the insurance described in "The Right-of-Entry Agreement" hereof shall be canceled during the course of the Project, the Railway shall have the right to stop the work until the acts or omissions of such Agency Contractor have been fully rectified to the satisfaction of

Railway's Division Engineer, or additional insurance has been delivered to and accepted by Railway. Such work stoppage shall not give rise to or impose upon Railway any liability to Agency, or to any Agency Contractor. The right of Railway to stop the work is in addition to any other rights Railway may have which include, but are not limited to, actions for damages or lost profits. In the event that Railway shall desire to stop work, Railway agrees to give immediate notice thereof in writing to those individuals set forth in Section 15 of this Article III.

6. The Agency shall supervise and inspect the operations of all Agency contractors to assure compliance with the plans and specifications, the terms of this agreement and all safety requirements of Agency. If at any time during construction Agency determines that proper supervision and inspection is not being performed by Agency personnel, Agency shall have the right to stop construction (within or adjacent to its operating right of way) and to request that the Agency correct the situation before construction is allowed to proceed. If Railway believes the situation is not being corrected in an expeditious manner, Railway shall immediately notify the Agency so that the Agency can take appropriate corrective action.
7. The Project shall not be commenced by Railway until Agency has issued Railway a "Notice to Proceed". Agency's Contractor shall not commence construction of the Project until the Agency shall have given not less than thirty (30) days prior written notice to Agency's Manager of Public Projects which notice shall state the time that Agency's Contractor plans to begin construction of the Project. Each notice shall make reference to Railway's file name Marysville, WA. - Widen and Improve State Street.
8. The construction of said Project shall be performed and effected in such a manner as not to interfere with the safe and timely operation of locomotives, trains, cars and on track maintenance equipment, over Railway's tracks.
9. After completion of the construction of the Project as hereinabove described:
 - (a) Railway will maintain at its sole cost and expense the crossing surface in accordance with state law.
 - (b) Agency at its sole cost and expense, maintain all improvements, other appurtenances, advance warning signs, and standard pavement markings.
10. Before entering upon Railway's right of way for maintenance purposes, Agency shall notify Railway's Manager Public Projects to obtain prior authorization, and, If work is contracted, Agency will require its contractor(s) to comply with the obligations in favor of Railway, set forth in the "Right of-Entry Agreement" as may be revised from time to time, and accepts responsibility for compliance by its contractor(s).
11. Agency shall indemnify and save harmless Railway, its agents and employees, against all liability, claims, demands, damages, or costs for (a) death or bodily injury to persons including, without limitation, the employees of the parties hereto, (b) injury to property including, without limitation, the property of the parties hereto, (c) design defects, or (d) any other loss, damage or expense arising under either (a), (b) or (c), and all fines or penalties imposed upon or assessed against Railway, and all expenses of investigating and defending against same, arising in any manner out of (1) activities, use, or presence, or negligence of Agency, or Agency's employees, or Agency's contractors, subcontractors, agents, invitees or any of their employees, in, on, or near Railway's right of way, or, (2) The performance, or failure to perform, by the Agency, its contractors, subcontractors, or agents, its work or any obligation under this agreement..
11. This Agreement shall be interpreted in accordance with the laws of the State of Washington.
13. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other party.
14. In the event that construction of the Project has not begun for a period of three years from the date of this agreement, this agreement shall become null and void.
15. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

The Burlington Northern and Santa Fe Railway Company:

Railway's Manager of Public Projects

John M. (Mike) Cowles
2454 Occidental Avenue So., Suite 1-A
Seattle, WA. 98134-1451
Telephone No: (206) 625-6146
Telecopy No.: (206) 625-6115

With a copy to:

Division Engineer
2454 Occidental Ave. So. - Ste 1-A
Seattle, WA. 98134
Telephone No. (206) 625-6363
Telecopy No. (206) 625-6265

Roadmaster
2900 Bond Street
Everett, WA. 98201
Telephone No. (425) 304-6690
Telecopy No. (425) 304-6627

CITY OF MARYSVILLE, WA.

Robin Nelson, P.E.
Project Manager
80 Columbia Avenue
Marysville, WA. 98270
Telephone No. (360) 651-5170
Telecopy No. (360) 651-5099

IN WITNESS WHEREOF, County has caused this Agreement to be executed and witnessed by its duly qualified and authorized officials, and BNSF has executed this Agreement, both as of the day and year first above written.

WITNESS:

APPROVED AS TO FORM 1/22/01
Ward
Burlington Northern Santa Fe Law Department

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

By Bob Soden
~~Manager Public Projects~~
AVP-Engineering Services

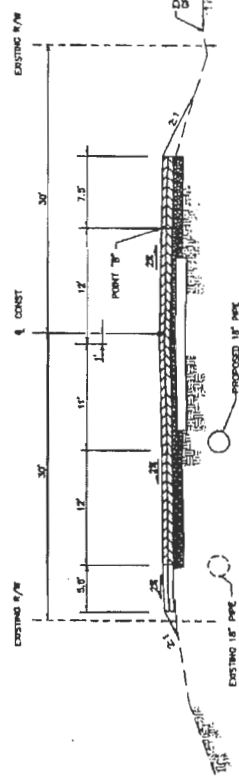
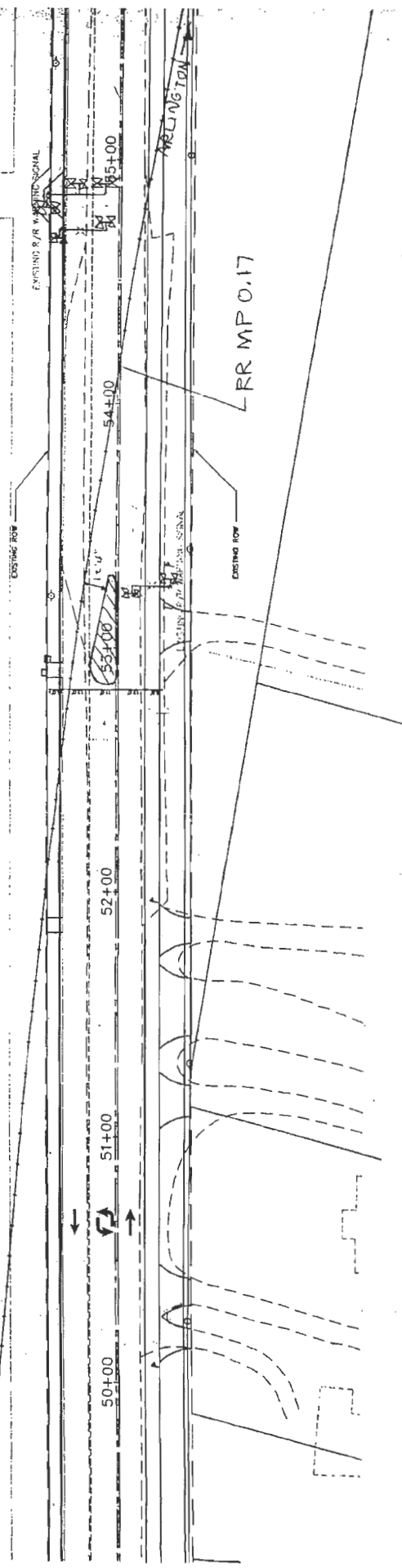
MARYSVILLE, WASHINGTON

By David Wann
Title MAYOR

← ML. SEPTUE

← KRUIE JCT.

VERTICAL DATUM ML BLAINS



TYPICAL SECTION PHASE ONE
NOT TO SCALE

PHASE	EXISTING
CONSTR. SLOPE EASMENT	---
EXIST. ROW	---
EXIST. ROW CL.	---
EXIST. ROW	---

EXHIBIT "A"

DESIGNED BY	DATE
ENTERED BY	12/27/09
CHECKED BY	12/27/09
PROJ. ENGR.	12/27/09

REVISIONS



SI Skillings - Connolly Inc.
Consulting Engineers
CIVIL ENGINEERING ENVIRONMENTAL
1000 ...

R/R PHASE I

PARTIAL SITE PLAN

APPROVAL FOR CONSTRUCTION: _____ DATE: _____

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF MARYSVILLE

LOCATION - EDGECOMB

DETAILS OF ESTIMATE

PURPOSE, JUSTIFICATION AND DESCRIPTION

UPGRADE CROSSING SURFACE FROM CONCRETE SLABS AND ASPHALT TO CONCRETE, REPLACE 100 LB RAIL WITH 136 LB RAIL.

CITY OF MARYSVILLE, WA. TO RESPONSIBLE FOR 100% OF THE COST.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PICKUP CROSS TIES	156.96	MH	2,733	
PICKUP RAIL/OTM	156.96	MH	2,733	
PLACE FIELD WELDS	122.08	MH	2,327	
REPLACE CROSS TIES	352.07	MH	6,130	
REPLACE PUBLIC CROSSING	352.07	MH	6,130	
REPLACE RAIL/OTM	352.07	MH	6,130	
SIGNAL FIELD LABOR	87.20	MH	1,708	
SURFACE TRACK	52.32	MH	911	
UNLOAD BALLAST	43.60	MH	760	
WORK TRAIN - BALLAST	18.00	MH	459	
PAYROLL ASSOCIATED COSTS			18,543	
EQUIPMENT EXPENSES			12,447	
SUPERVISION EXPENSES			20,380	
INSURANCE EXPENSES			4,498	
TOTAL LABOR COST			85,889	85,889

MATERIAL				

ANCHOR, RAIL, UNIT, 6 IN BASE, 132#/136#	140.00	EA	87	
BALLAST, FROM DELTA YARD	400.00	NT	2,696	
JOINT, COMPROMISE, LH, 3L & 4L	2.00	PR X	400	
JOINT, COMPROMISE, RH, 1R & 2R	2.00	PR X	270	
JOINT, COMPROMISE, 136#/115# LH, 3L & 4L	2.00	PR X	336	
JOINT, COMPROMISE, 136#/115# RH, 1R & 2R	2.00	PR X	336	
PLATE, TIE, 6 IN BASE, DS	70.00	EA	320	
PLUG, RAIL, INSULATED, BONDED, 20 FT	4.00	EA	1,980	
RAIL, 136 LB NEW WELDED :STANDARD CARBON	1200.00	LF	14,148	
SPIKE, TIMBER SCREW, 5/8X12 IN, F/ROAD XING	564.00	EA	548	
SPIKES, TRACK, 5/8 X 6-IN. 241 PER KEG	241.00	EA	51	
TIE, TRK, 10', PRE-PLATED, PANDROL, 6", ROUND HOLE	320.00	EA	22,167	
TIE, TRK, GRADE 5, TREATED, HARDWOOD, 8.5 FT	20.00	EA	626	
WELD, KIT, GENERIC FOR ALL RAIL WEIGHTS	14.00	KT	798	
CONC 136 OB-SEC WITH FILLER FOR WOOD	376.00	TF	52,283	
SIGNAL MATERIAL	1.00	LS	500	
STORE EXPENSES			2,401	
ONLINE TRANSPORTATION			4,807	
USE TAX			6,489	
OFFLINE TRANSPORTATION			725	
TOTAL MATERIAL COST			111,968	111,968

OTHER				

COMPACTOR RENTAL	21.00	DAY	2,100	
FRONT END LOADER RENTAL	21.00	DAY	10,500	
TIE DISPOSAL COSTS	340.00	EA	340	
TOTAL OTHER ITEMS COST			12,940	12,940
PROJECT SUBTOTAL				210,797
CONTINGENCIES				17,737
BILL PREPARATION FEE				1,143
GROSS PROJECT COST				229,677
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				229,677

EXHIBIT "B"

TOTAL OTHER ITEMS COST	27,000	27,000

PROJECT SUBTOTAL		172,420
CONTINGENCIES		17,242
BILL PREPARATION FEE		949

GROSS PROJECT COST		190,611
LESS COST PAID BY BNSF		0

TOTAL BILLABLE COST		190,611
		=====

EXHIBIT "B"

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT
FOR CONSTRUCTION PROJECTS ON OR ADJACENT TO PROPERTY OF
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**

Gentlemen:

The undersigned, hereinafter referred to as Contractor, has entered into a Contract dated _____, 2000, with Marysville, Washington ("City") for the performance of certain work in connection with the project. The widening and the improvements to the State Street at-grade crossing in the performance of which work the Contractor will necessarily be required to conduct operations within THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY ("Railway"), right of way and property ("Railway Property"). The Contract provides that no work shall be commenced within Railway Property until the Contractor employed in connection with said work for County executes and delivers to Railway an Agreement, in the form hereof, and shall have provided insurance of the coverage and limits specified in said Contract and Section 2 of this Agreement. If this Agreement is executed by other than the Owner, General Partner, President or Vice President of Contractor, evidence is furnished to you herewith certifying that the signatory is empowered to execute this Agreement for the Contractor.

Accordingly, as one of the inducements to and as part of the consideration for Railway granting permission to Contractor to enter upon Railway Property, Contractor, effective on the date of said Contract, has agreed and does hereby agree with Railway as follows:

SECTION 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor agrees to release Railway from any claims arising from the performance of this Agreement which Contractor or any of its employees, subcontractors, agents or invitees could otherwise assert against Railway, regardless of the negligence of Railway, except to the extent that such claims are proximately caused by the intentional misconduct or gross negligence of Railway.

Contractor shall indemnify and hold harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or failure to perform any obligation hereunder. **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Nothing in this agreement is intended to be construed as a requirement for the indemnification against the sole negligence of the Railway, its officers, employees or agents for any work relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, performed in the State of Washington. Indemnification against liability for damages arising out of bodily injury to persons or damage to property for any work relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, performed in the State of Washington and caused by or resulting from the concurrent negligence of the Railway and the Agency and its agents or employees will be enforceable only to the extent of the negligence of the Agency and its agents and employees.

The indemnification obligation shall include all claims brought by Contractor's employees against the Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 2. INSURANCE.

(a). Before commencing any work under this Agreement, Contractor must provide and maintain in effect throughout the term of this Agreement insurance, at Contractor's expense, covering all of the work and services to be performed hereunder by Contractor and each of its subcontractors, as described below:

(1). Workers' Compensation coverage as is required by State law. **THE CERTIFICATE MUST CONTAIN A SPECIFIC WAIVER OF THE INSURANCE COMPANY'S SUBROGATION RIGHTS AGAINST THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY.**

(2). Commercial General Liability insurance covering liability, including but not limited to Public Liability, Personal Injury, Property Damage and Contractual Liability covering the obligations assumed by Contractor in Section 1, with coverage of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Where explosion, collapse, or underground hazards are involved, the X, C, and U exclusions must be removed from the policy.

(3). Automobile Liability insurance, including bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent covering any and all vehicles owned or hired by the Contractor and used in performing any of the services under this agreement.

(4). Railroad Protective Liability insurance stating The Burlington Northern and Santa Fe Railway Company is the Named Insured covering all of the liability assumed by the Contractor under the provisions of this Agreement with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Coverage shall be issued on a standard ISO form CG 00 35 01 96 and endorsed to include ISO form CG 28 31 10 93 and the Limited Seepage and Pollution Endorsement (see attached copy).

(b). The average train traffic per 24-hour period on this route is 2 through freight trains at a timetable speed of 10 MPH.

(c). All insurance shall be placed with insurance companies licensed to do business in the States in which the work is to be performed, and with a current Best's Insurance Guide Rating of A- and Class VII, or better.

(d). In all cases except Workers' Compensation and Railroad Protective Liability coverage the certificate must specifically state that **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY IS AN ADDITIONAL INSURED.**

(e) Any coverage afforded Railway, the Certificate Holder, as an Additional Insured shall apply as primary and not excess to any coverage issued in the name of Railway.

(f). Such insurance shall be approved by the Railway before any work is performed on Railway's Property and shall be carried until all work required to be performed on or adjacent to Railway's Property under the terms of the contract is satisfactorily completed as determined by the city of Everett, Washington, and thereafter until all tools, equipment and materials not belonging to the Railway, have been removed from Railway's Property and Railway Property is left in a clean and presentable condition. The insurance herein required shall be obtained by the Contractor and Contractor shall furnish Railway with an original certificate of insurance, signed by the insurance company, or its authorized representative, evidencing the issuance of insurance coverage as prescribed in (a) 1, 2 and 3 above, plus the original Railroad Protective Liability insurance policy to:

Attention: Maintenance Field Support
The Burlington Northern and Santa Fe Railway Company
Maintenance Field Support
4501 Kansas Avenue
Kansas City, Kansas 66106

(g). The certificate of insurance shall guarantee that the policies will not be amended, altered, modified or canceled insofar as the coverage contemplated hereunder is concerned, without at least thirty (30) days notice mailed by registered mail to Railway.

(h). Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the Contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

It is further distinctly understood and agreed by the Contractor that its liability to the Railway herein under SECTION 1 will not in any way be limited to or affected by the amount of insurance obtained and carried by the Contractor in connection with said Contract.

SECTION 3. CONTRACTOR REQUIREMENTS

(a). While on or about Railway Property, Contractor shall fully comply with Railway's "Contractor Requirements", including (but not limited to) clearance requirements and personal protective equipment requirements. Contractor shall be responsible for fully informing itself as to Railway "Contractor Requirements".

(b). Prior to entering Railway Property, each person providing labor, material, supervision, or services connected with the work to be performed on or about Railway Property shall attend a Safety Orientation session conducted or approved by Railway. Contractor shall contact Manger Public Projects, J. M. (Mike) Cowles, telephone (206) 625-6146 fax (206) 625-6115, at least thirty (30) calendar days in advance to arrange the necessary safety orientation session(s).

(c). Prior to entering Railway property, the Contractor shall prepare and implement a safety action plan acceptable to Railway. Contractor shall audit it's compliance with that plan during the course of it's work. A copy of said plan and audit results shall be kept at the work site and shall be available for inspection by Railway at all reasonable times

SECTION 4. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

(a). The Contractor shall give a minimum of at least thirty (30) working days notice to Ron Kazen the Railways Roadmaster at telephone (425) 304-6690, in advance of when flagging services will be required to bulletin the flaggers position and shall provide five (5) working days notice to the Roadmaster to abolish the position per union requirements.

(b). Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- (1). When in the opinion of the Railway's representative, it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.
- (2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- (3). When work in any way interferes with the safe operation of trains at timetable speeds.
- (4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- (5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

(a). Flagging services will be performed by qualified Railway flaggers. The base cost per hour for (1) flagger is \$50.00 which includes vacation allowance, paid holidays, Railway and Unemployment: Insurance, Public Liability and Property Damage Insurance, health and welfare benefits, transportation, meals, lodging and supervision, for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. These rates are subject to any increases which may result from Railway Employees-Railway Management negotiations or which may be authorized by Federal authorities. State/Contractor will be billed on actual costs in effect at time work is performed.

(1). A flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railway's representative.

(2). Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3). The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the State/Contractor.

(4). The average train traffic per 24-hour period on this route is 2 freight trains at a timetable speed of 10 MPH.

SECTION 5. TRAIN DELAYS

No work performed by Contractor shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railway, it's lessees, licensees or others, unless specifically permitted under this agreement, or specifically authorized in advance by the Railway Representative. Nothing shall be done or suffered to be done by the Contractor at any time that would in any manner impair the safety thereof. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the centerline of Railway's nearest track, and there shall be no vehicular crossings of Railway's track except at existing open public crossings.

Contractor shall be responsible to Railway, including its affiliated railway companies, and its tenants for damages for any unscheduled delay to freight or passenger trains that are caused by the Contractor as follows:

(a). Train Delay Damages, Passenger Trains

(1). Contractor will be billed and Contractor shall pay Railway within 30 days, as provided below, for the actual economic losses arising from loss of contractual incentive pay and bonuses, and contractual penalties resulting from passenger train delays, whether caused by Contractor, or subcontractors, or by the Railway performing Railway Work associated with this project. Railway agrees that it will not perform any act to unnecessarily cause passenger train delay.

(2). Passenger trains operate under incentive/penalty contract with the Railway. Under these arrangements, if Railway does not meet its contract service commitment, Railway may suffer loss of performance or incentive pay or be subject to a penalty payment. Contractor shall be responsible for any passenger train performance and incentive penalties

or other contractual economic losses actually incurred by Railway which are attributable to a passenger train delay caused by Contractor, or subcontractors.

(3). As example, a passenger train arrives 30 minutes after its contract service commitments with the Railway and Railway is assessed damages per terms of the contract. Contractor, and/or it's subcontractors, caused a 29 minute delay to the passenger train and therefore the Contractor is not responsible for passenger train performance incentives, penalties or other contractual economic losses actually incurred by Railway.

(4). As example, a passenger train arrives 30 minutes after its contract service commitment and Railway is assessed damages per terms of the contract. Contractor, and/or it's subcontractors, caused a 31 minute delay to the passenger train and therefore the Contractor is 100% responsible for any passenger train performance incentive, penalties or other contractual economic losses actually incurred by Railway.

(5). The contractual relationship between Railway and its passenger customers is proprietary and confidential. In the event of a passenger train delay covered by this Agreement, Railway will share information relevant to any passenger train delay to the maximum extent consistent with Railway confidentiality obligations. Damage for passenger train delays for certain passenger trains could be as high as \$50,000.00 per passenger train.

(b). Train Delays Damages, Freight Trains

(1). Contractor will be billed and Contractor shall pay Railway within 30 days, as provided herein, for the damages for freight train delays, whether caused by the State, its contractors or subcontractors, or by the Railway working for the State. The Contractor will be billed at a rate of \$304.28 (for 1998) per freight train hour for each freight train delayed as determined from Railway's records. Each delay may cause delays to more than one freight train at the same time. These rates will be updated annually and Contractor will be billed at rate per hour in effect at the time the delay occurred.

Kindly acknowledge receipt of this letter by signing and returning to the undersigned two original copies of this letter, which, upon execution by Railway, shall constitute an Agreement between us.

Yours truly,

(Contractor)

**The Burlington Northern and Santa Fe
Railway Company**

By _____

By _____
Manager Public Projects

(Title)

Accepted this ____ day of _____,
2000

Address

City, State, Zip.

**LIMITED SEEPAGE, POLLUTION AND CONTAMINATION COVERAGE
ENDORSEMENT WORDING**

In consideration of the premium charged it is understood and agreed that Exclusion f. of Coverage A. of this Policy shall not apply to the liability of the Insured resulting from seepage and/or pollution and/or contamination caused solely by:

- a) unintended fire, lightning or explosion: or
- b) a collision or overturning of a road vehicle: or
- c) a collision or overturning or derailment of a train.

Notwithstanding the foregoing it is agreed that the coverage provided by this Endorsement shall not apply to:

- 1. loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operations of the Insured, and/or removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 2. any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances;
- 3. the cost of evaluating and/or monitoring and/or controlling seeping and/or polluting and/or contaminating substances;
- 4. the cost of removing and/or nullifying and/or cleaning up seeping and/or polluting and /or contaminating substances on property at any time owned and/or leased and/or rented by the insured and/or under the control of the Insured.


Notwithstanding the foregoing, Item 1 does not apply to tunnels.

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 9, 2015

AGENDA ITEM: Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT for 67 th Ave NE Overlay (88 th St NE to 108 th St NE)	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
BUDGET CODE: 10200030.548000, M1502	AMOUNT: N/A

SUMMARY:

The City was awarded \$497,153 in federal funding for the 67th Avenue NE Overlay project from 88th St NE to 108th St NE. The project includes replacing sidewalk ramps to meet ADA, a full width grind and 2-inch overlay, pavement repair and replacement of pavement markings.

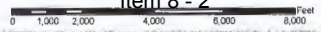
Since this a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for FHWA authorization of federal funds.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing funding for the 67 th Ave NE Overlay (88 th St NE to 108 th St NE) project.



 STREET OVERLAY GRANT

Vicinity Map
 67th AVE NE Overlay
 (88th ST NE to 108th ST NE)
 Item 8-2



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS MAP FOR ANY PARTICULAR PURPOSE, EITHER EXPLICIT OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, COMPLETENESS, OR QUALITY OF DATA OBTAINED. ANY USER OF THIS MAP ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AVAILABLE TO THE CITY OF MARYSVILLE FROM ANY SOURCE AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS MAP.

Map Plotted: January, 2015



Local Agency Agreement

Agency City of Marysville
 Address 80 Columbia Avenue
Marysville, WA 98270

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
 Project No. _____
 Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 67th Avenue Overlay Length 1.15
 Termini 88th St NE to 108th St NE

Description of Work

The 67th Ave NE overlay project between 88th St NE and 108th St NE will include a full grind and asphalt overlay, associate pavement repair, ramp replacement to meet ADA, and channelization.

Proposed Advertisement Date: April 30, 2015

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
0 %			
a. Agency	22,727.00	22,727.00	0.00
b. Other			
c. Other			
Federal Aid Participation Ratio for PE			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	22,727.00	22,727.00	
Right of Way			
%			
f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract	568,175.00	76,704.00	491,471.00
l. Other Material Testing	3,500.00	473.00	3,027.00
m. Other			
n. Other Agency "Non-Participation"	1,913.00	258.00	1,655.00
83.5 %			
o. Agency	15,132.00	15,132.00	0.00
Federal Aid Participation Ratio for CN			
p. State	1,156.00	156.00	1,000.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	589,876.00	92,723.00	497,153.00
r. Total Project Cost Estimate (e+j+q)	612,603.00	115,450.00	497,153.00

Agency Official _____ **Washington State Department of Transportation**
 By _____ By _____
 Title Jon Nehring, Mayor Director of Local Programs
 _____ Date Executed _____

Construction Method of Financing (Check Method Selected)**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, _____, Resolution/Ordinance No. _____

Provisions**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

I. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()
Federal Aid Project Number			
Local Agency Project Number		(WSDOT Use Only)	

Date	1/22/2015
DUNS Number	076658673
Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title 67th Avenue Overlay		Start Latitude 48° 4'27.93"N End Latitude 48° 5'30.98"N
		Start Longitude 122° 8'24.10"W End Longitude 122° 8'25.88"W
Project Termini From - To 88th St NE 108th St NE		Nearest City Name Marysville
		Project Zip Code (+ 4) 98270
From To	Length of Project 1.15	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 0745	County Number 31
		County Name Snohomish
Congressional District District 2		WSDOT Region Northwest Region
Legislative Districts 38, 39		Urban Area Number 1

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$22,700	\$22,700	\$0	1	2015
R/W	\$0	\$0	\$0	N/A	
Const.	\$589,900	\$92,700	\$497,200	7	2015
Total	\$612,600	\$115,400	\$497,200		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width varies 24' to 56'	Number of Lanes varies between 2 and 5
------------------------------------	---

67th Avenue NE from 88th St NE to 108th St NE is predominantly a two lane arterial with deteriorating asphalt pavement. The intersection at 88th St NE is controlled by a signal. The intersections at 100th St NE and 108th St NE are stop sign controlled.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will include a full grind and asphalt overlay, associated pavement repair, ramp replacement to meet ADA, and channelization. Other work such as replacement of detection loops and pavement fabric may also be necessary.

Local Agency Contact Person Jeff Laycock, PE	Title Project Manager	Phone (360) 363-8274
Mailing Address 80 Columbia Avenue	City Marysville	State WA
		Zip Code 98270

Project Prospectus Approval

By _____
 Title Public Works Director/City Engineer Date _____
 Approving Authority

Agency City of Marysville	Project Title 67th Avenue Overlay	Date 1/22/2015
------------------------------	--------------------------------------	-------------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Railroad <input type="checkbox"/> Bridge	varies 24' -56'	varies 2-5
<input type="checkbox"/> Path / Trail <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> Parking		
<input type="checkbox"/> 3-R <input type="checkbox"/> 2-R <input type="checkbox"/> Other		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35 MPH	
Design Speed	N/A	
Existing ADT	Greater than 5000	
Design Year ADT	N/A	
Design Year	N/A	
Design Hourly Volume (DHV)	N/A	

Performance of Work		
Preliminary Engineering Will Be Performed By City of Marysville	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations None.

Agency City of Marysville	Project Title 67th Avenue Overlay	Date 1/22/2015
------------------------------	--------------------------------------	-------------------

Right of Way No Right of Way Required

* All construction required by the contract can be accomplished within the existing right of way.

 Right of Way Required No Relocation Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

No utility relocation will be required. Existing utility covers may require adjustment to finish grade.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date _____

By _____
Mayor/Chairperson

Index #9

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 2, 2015

AGENDA ITEM: Premier Golf Centers LLC Presentation	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Presentation Summary	
BUDGET CODE:	AMOUNT:
SUMMARY:	

At the recommendation of the Parks and Recreation Director, a City Council golf operations review committee was formed to evaluate the results of a Request for Proposal(s) which was received on 12/12/2014. The RFP was developed to seek qualified firms capable in assisting the City with golf course operations at Cedarcrest Golf Course. The sole respondent to the RFP was Premier Golf Centers LLC. of Seattle, WA.

Representatives of Premier Golf Centers LLC made a presentation to the golf committee which is attached for City Council review. A presentation will be made in to the Council at the 2/2/15 work study session.

At the conclusion of the presentation staff will seek direction from the City Council at the Work Study Session.

RECOMMENDED ACTION:

City staff request the City Council provide direction in response to the information provided by Premier Golf Centers LLC regarding contracting of services to assist in managing daily golf course operations at Cedarcrest Golf Course.

Premier Golf Centers



Presentation
to
Marysville, WA

January 14, 2015

Presentation Outline

- About Premier Golf
- Our Track Record in the Northwest
- Comparisons to Cedarcrest
- Operating Model Options

Managing Twelve Area Courses

- Largest Municipal Golf Management Company in the Northwest
- \$20 Million in Revenues Under Management
- 500,000+ Annual Rounds of Golf
- 55,000 Premier Club Members
- 65,000 Opt-In E-Mail Database

About Premier Golf

- Seattle Based Golf Management Company
- Specialize in Municipal Golf Management
- Specialize in the Northwest

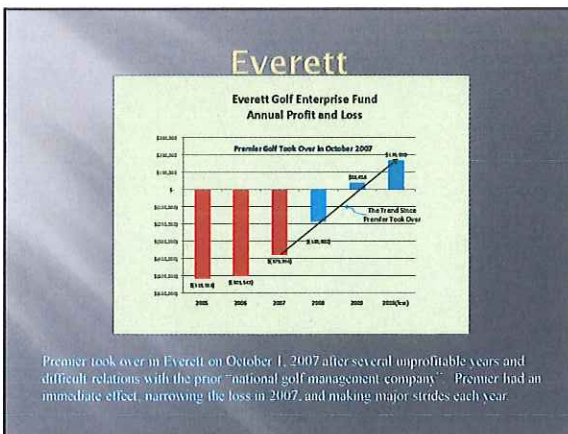
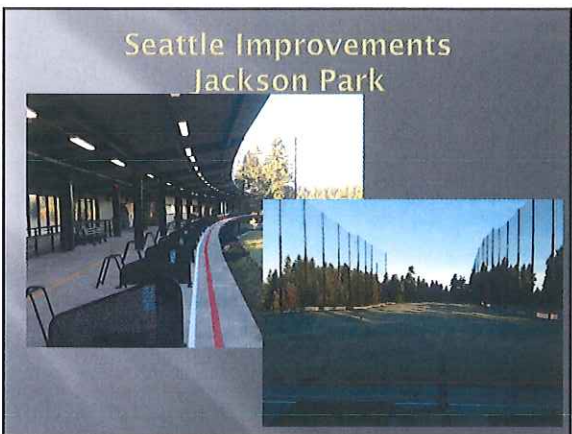
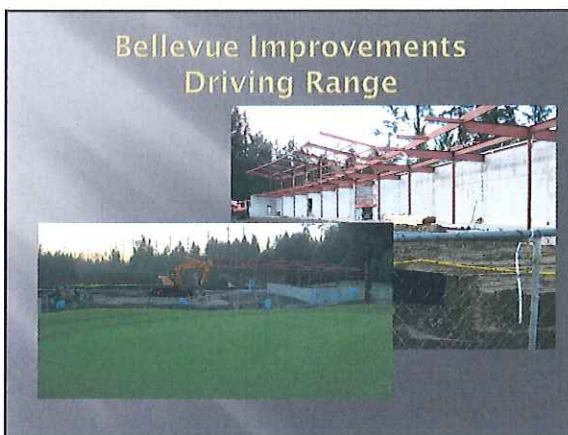
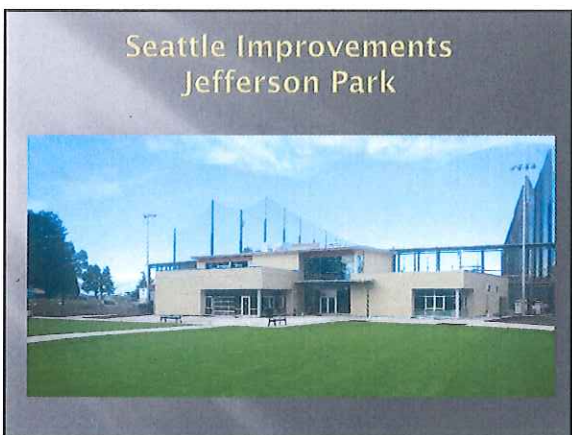
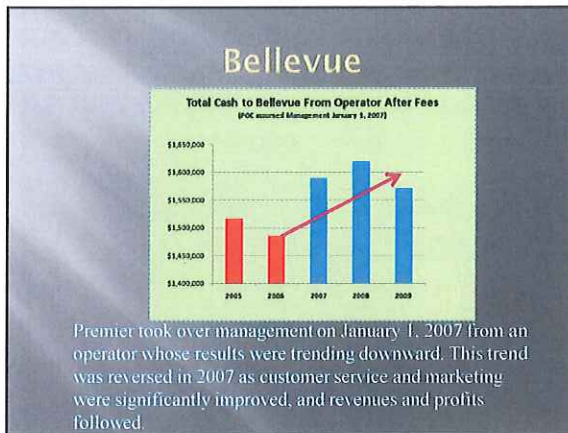
Premier Golf

- We Have a Very Successful Track Record
- Virtually All Programs Were Troubled Before We Assumed Management
- All Operations Have Been Significantly Improved

Managing Twelve Area Courses

- Seattle - **Four Courses** - Fourteen Years
- Pierce County - **Two Courses** - Ten Years
- Bellevue - **Two Courses** - Eight Years
- Maple Valley - **One Course** - Eight Years
- Everett - **Two Courses** - Seven Years
- Lynnwood - **One Course** - One Year

Some Examples



How We Accomplish This

- ### Example GM Credentials Rex Fullerton - Everett GM
- 25 Years as PGA Professional
 - 20 Years as Head Golf Professional
 - Seattle Native
 - 15 Years in Pacific Northwest Golf
 - 11 Years in Seattle Golf Market
 - Managed Jefferson for 3 Years
 - Has Managed Everett for 7 Years

- ### Our Strategy
- Outperform All Other Operators in the Market by:*
- Assembling and Training the Finest Staff in the Market
 - Creating and Maintaining Outstanding Customer Service
 - Aggressively Marketing ALL Revenue Centers
 - Utilizing the Latest Technology in Operations and Marketing
 - Constant Local Hands-On Monitoring of Operations

- ### Retention of Staff
- We are very proud that we have retained over 99% of the existing staffs when we assumed management.
 - The most recent example, Lynnwood, 100% of the existing staff were offered employment.

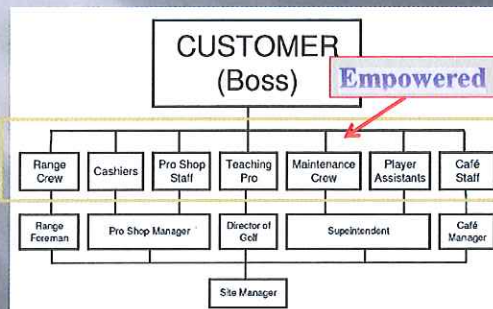
- ### Northwest Experience
- Bill Schickler and Matt Amundsen Alone Have 42 Years in Northwest Golf Operations
 - 38 PGA Professionals and Apprentices on Premier Staff
 - Almost 400 Employees in the Northwest
 - Extensive Customer Service Training
 - National Awards for Customer Service



The Highest Customer Loyalty in the Nation



Internal Organization Chart



Number 1 & Number 2 in the Nation!



Payroll Savings

- Private Sector Benefits
- Efficiencies of Scale
- L&I Rebate Program
- Monitoring Systems
- Reservation Center

Golf Specific
Customer
Service
Training

Above and Beyond

A Member/Guest/Customer Relations Training Program Developed By THE PLOTKIN GROUP for Private Country Clubs, Golf Resorts and Public Golf Courses

Payroll

Premier Golf Centers Summary					1/1/2014 thru 12/31/2014				
YTD Payroll Totals					YTD Revenue Totals				
	Actuals	Budget	Var.	Var. %		Actuals	Budget	Var. %	Payroll %
Food & Beverage	996,687	1,130,750	-174,063	-15%	Food & Beverage	2,774,328	2,665,948	4%	36%
S&A	978,809	1,170,609	-191,800	-16%	S&A	23,832	30,600	-23%	0%
Staff Courses	832,009	976,599	-144,590	-15%	Golf Courses	8,883,507	8,816,833	100%	0%
Members	381,361	566,179	-184,818	-33%	Leisure	500,224	700,823	-29%	72%
Pro Shop	214,009	260,328	-46,319	-18%	Pro Shop	1,574,066	1,531,083	3%	14%
Range	178,336	317,046	-138,710	-44%	Range	1,562,290	2,008,746	-23%	11%
Club Golf	0	18,908	-18,908	-100%	Club Golf	235,564	357,050	-34%	0%
					Cart Rentals	1,482,800	1,661,799	-11%	-
					Hoisting	11,529	0	-	-
					Event Staff	28,073	0	-	-
Totals:	3,581,204	4,430,749	-849,545	-19%		17,114,261	18,802,073	-9%	21%
Totals (less commissions):	3,262,999	3,936,245	-673,253	-17%					19%

Payroll

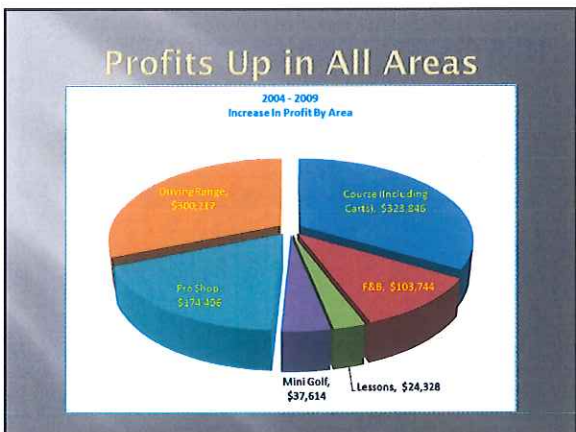
Premier Golf Centers Summary				1/1/2014 thru 12/31/2014			
FID Payroll Totals				FID Revenue Totals			
1/1/14 thru 12/31/14				1/1/14 thru 12/31/14			
	Actual	Budget	Var %		Actual	Budget	Var %
Food & Beverage	656,687	1,170,750	-174,063 -15%	Food & Beverage	2,774,328	2,665,948	4%
G&A	929,859	1,170,659	-191,800 -16%	G&A	23,932	30,600	-22%
Golf Courses	832,609	926,529	-94,290 -10%	Golf Courses	8,852,697	8,816,623	10%
Lessons	381,261	556,179	-174,918 -31%	Lessons	530,224	700,623	-24%
Pro Shop	214,600	240,328	-65,319 -18%	Pro Shop	1,574,066	1,531,083	3%
Stores	178,330	317,376	-139,046 -44%	Ramen	1,587,239	2,008,746	-23%
Mini Golf	0	18,908	-18,908 -100%	Mini Golf	235,964	337,600	-30%
				Cart Rentals	1,482,830	1,601,789	-7%
				Yoga/Spa	14,529	0	-
				Food/Soft	26,023	0	-
Totals:	3,581,204	4,436,149	-855,543 -19%	Totals:	17,114,264	18,802,673	-9%
Totals (excl. contractors):	3,242,600	3,936,245	-693,255 -17%				
							21%
							24%
							10%
							21%

- Rewards Most Loyal Customers
 - Encourages Frequency of Play
 - Rewards Earned for ALL Purchases in ALL Departments
 - Early Tee Time Access
 - Special Tournaments and Events
 - Preferred Merchandise Pricing
- 
- 55,000+ Members and Growing*



Cost Effective Advertising

"We don't just charge you less, we give you more"



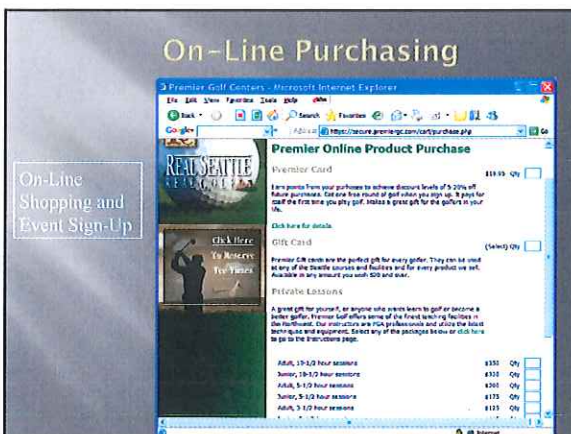
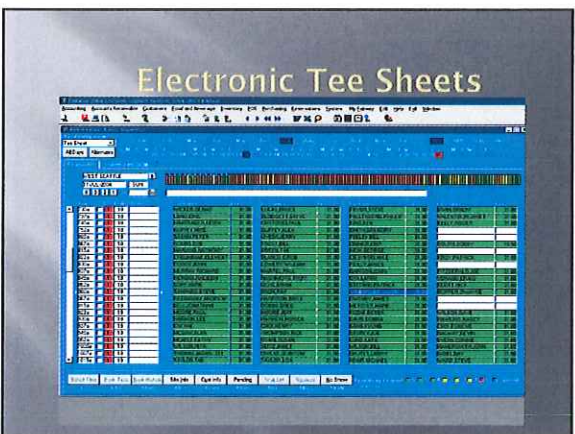
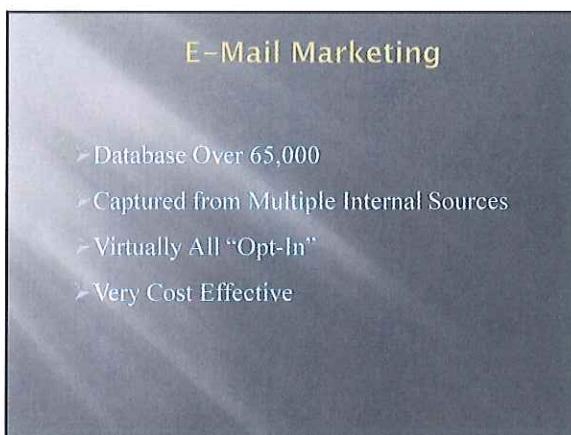
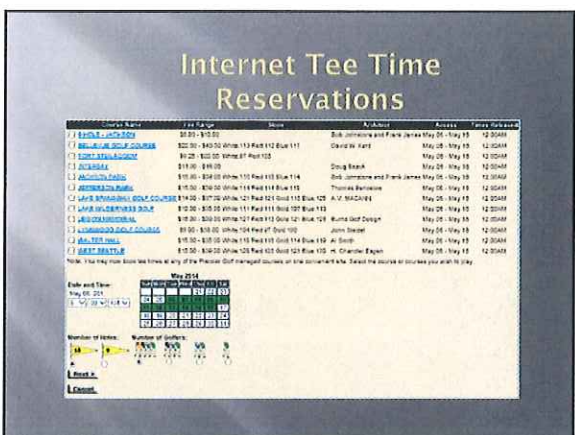
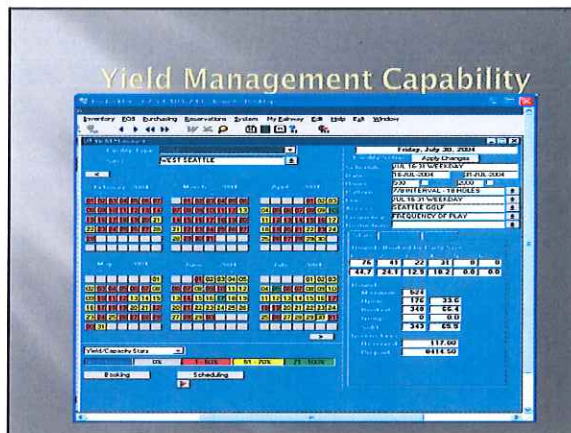
Mobile Apps

\$5 OFF Power Cart Rental

Present your app to the golf shop and receive \$5 OFF a power cart!

Not valid with any other offers. Coupon must be presented to receive offer. Limited to one use per customer. Valid through 7/31/2014.

"We've gone from Paper, to PC, to Pocket!"



On Line Tournament Sign-Up



As are payroll costs

Jefferson Park Golf Course 7/16/2014 thru 7/21/2014

Program/Module	Actual	Budget	Variance	Payroll %	Program/Module	Actual	Budget	Variance	Payroll %
Club	4,200	8,207	-4,007	-49%	Food & Beverage	8,208	1,242	6,966	72%
Food & Beverage	2,800	4,207	-1,407	-33%	Golf Course	21,078	22,975	-1,897	13%
Golf Course	2,200	4,207	-2,007	-48%	Pro Shop	2,200	2,400	-200	92%
Pro Shop	207	0	207	>100%	Club Rentals	2,200	2,757	-557	80%
Club Rentals	207	0	207	>100%					
Total	32,208	24,908	7,300	29%	Total	45,908	24,908	21,000	84%
Total - Payroll	32,208	24,908	7,300	29%	Total - Payroll	32,208	24,908	7,300	29%

Stratago - Updated Daily

Detailed data on revenue, units, deposits, weather, etc. is input every day.

The screenshot shows a software interface with a table of transactions. The table has columns for "ID", "Description", "Amount", "Date", and "Status".

ID	Description	Amount	Date	Status
001	Member Cash	24.00		441.25
002	Procar Cart Surcharge \$1.00	7.00		13.00
003	Procar Cart Surcharge \$2.00	7.00		13.00
004	Hand Carls	14.00		42.00
005	Tour Fees	0.00		0.00
006	Key Deposits	0.00		0.00
007	Key Refunds	0.00		0.00
Totals:		68.00		431.25

Cedarcrest vs. Nearby Premier Courses



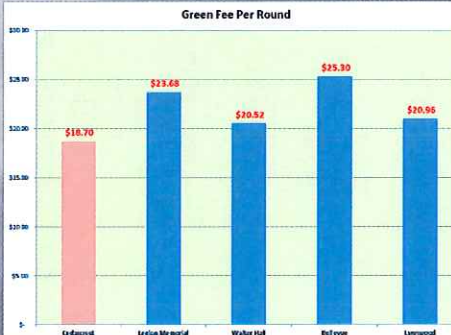
Revenues are constantly tracked and monitored against budget and prior years

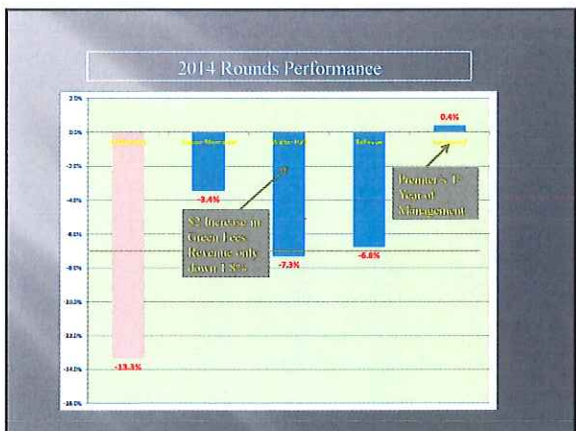
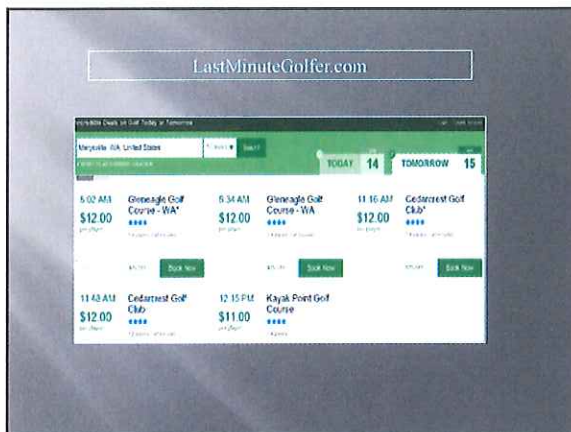
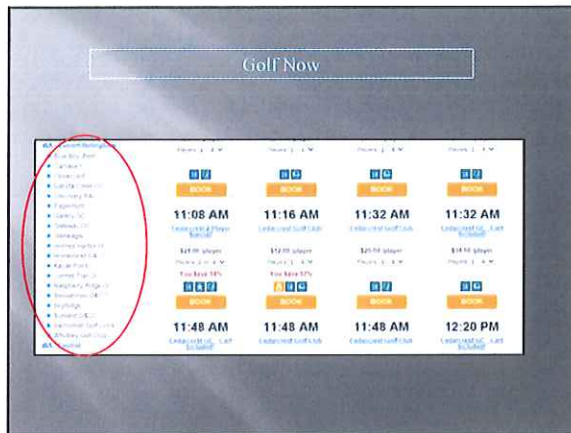
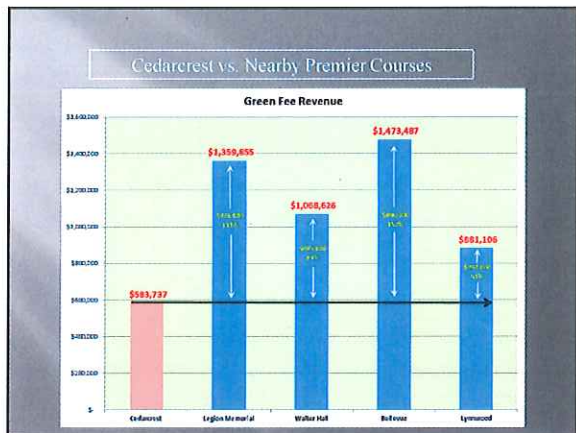
Lynnwood Golf Course May, 2014

Revenue Totals for 5/1/2014 thru 5/31/2014

	2014	2013	%	2012	%	Budget	Variance	2014	Avg Temp	Weather
Golf Course	13,794	10,002	30%	10,278	30%	9,557	3,827	40%		
Club Rentals	1,603	1,163	30%	1,061	51%	1,005	539	51%		
Lessons	0	0	-	24	(100%)	0	0			
Pro Shop	1,877	423	306%	225	207%	440	1,432	231%		
Food & Beverage	1,363	32	4029%	42	3195%	870	493	57%		
Total	18,237	11,699	56%	11,800	57%	11,949	6,290	53%		

Cedarcrest vs. Nearby Premier Courses





Real Cost of Bartered Tee Times

Golf Now POS Costs	
Green Fee Avg.	\$ 18.70
Cart Fee Avg.	\$ 12.78
Total Revenue Avg	\$ 31.48
Bartered Rounds	2,920
Potential Loss	\$ 91,922
50%	\$ 45,961
Club Prophet	\$ 4,020
Differential at 50%	\$ 41,941

Operating Models


- Self Operation
- Facility Lease
- Management Agreement
- Hybrid

Operating Models

- Self Operation

All operations are by City personnel.

Lynnwood Study



Draft

Summary Report
**Lynnwood Municipal Golf Course
Evaluation of Operating Options**
Lynnwood, Washington

Prepared for: City of Lynnwood
Prepared by: Pro Forma Advisors, LLC


JULY 2014
PFA0-14-071
Version 1.1

Operating Models

- Facility Lease

Under this model, the facility is leased to a private operator.

Operating Options



Summary of Findings

Self-Operation	Facility Lease	Management Agreement	Hybrid ¹
STRENGTHS			
<ul style="list-style-type: none"> • Provides highest level of control over rates, public-private, and overall golf operations • Ability of City personnel to support function • Strong participation in all aspects of performance • Provides opportunity to maintain specialty, option 	<ul style="list-style-type: none"> • Internally controlled, which provides highest level of control to City • City provides operational expertise • Provides for cost risk with limited involvement of City, with varying levels of practice • City can control benefits of management expertise • City provides operational expertise 	<ul style="list-style-type: none"> • Provides high level of control over rates, public-private, and overall golf operations • Ability of City personnel to support function • Strong participation in all aspects of performance • Provides opportunity to maintain specialty, option 	<ul style="list-style-type: none"> • Provides high level of control over rates, public-private, and overall golf operations • Ability of City personnel to support function • Strong participation in all aspects of performance • Provides opportunity to maintain specialty, option
WEAKNESSES			
<ul style="list-style-type: none"> • Requires ability to manage agreement to limit and respond to specific public-private • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership 	<ul style="list-style-type: none"> • Requires ability to manage agreement to limit and respond to specific public-private • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership 	<ul style="list-style-type: none"> • Requires ability to manage agreement to limit and respond to specific public-private • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership 	<ul style="list-style-type: none"> • Requires ability to manage agreement to limit and respond to specific public-private • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership • Requires high level of public-private partnership

Operating Models

- Management Agreement

Under this model a private management company manages all aspects of the operations for a fee.

Operating Models

- > Hybrid

Under this model, a private management company manages everything except course maintenance, which is retained by the City.

Cost Per Labor Hour

	2012		2014		
	Lynnwood		Premier		
Total Labor Cost	\$	370,124	\$	272,360	\$ (97,763)
Total Staff Hours		10,692		13,982	3,290
Cost Labor Hour	\$	34.62	\$	19.48	\$ (15.14)

Operating Options

Operating Option	Net Operating Income ^V	
	Uniform Revenue	Enhanced Revenue
Actuals 2012	\$20.6	\$20.6
Management Agreement	03.2	103.2
Facility Lease	(53.4)	(53.4)
Self-Operation	(5.1)	(5.1)
Hybrid (City maintenance)	(8.8)	03.2

^V Before amortization of capital improvements.

A comprehensive summary of the various operating models is presented in Table VII.6. In comparing the economics of the various options, it is important to recognize that revenues are uniformly the same for each of the options, that is, all of the operating alternatives are assumed to be equally efficient, which may not be the case. Moreover, there clearly are varying degrees of risk, as well as equity participation, among the various alternatives.

The comparative economics of the various operating options shows greater variance if the revenue generation under professional golf course management exceeds that under self operation. The following illustrates the comparative economics assuming the management (and lease) model produces additional revenue equal to the typical professional management fee (enhanced revenue).

The Course IS Our Product

	2012		2014		
	Lynnwood		Premier		
Total Labor Cost	\$	370,124	\$	272,360	\$ (97,763)
Total Staff Hours		10,692		13,982	3,290
Cost Labor Hour	\$	34.62	\$	19.48	\$ (15.14)

Imagine the Improved Course Conditions
3,290 More Hours
or
8,300 More Hours (78%) at \$370,000

Estimated Maintenance Costs

	Cedars# Actuals			2015		2014 Actual [*]	
	2011	2012	2013	Proposed Estimate	Lynnwood	Lake Wildemere	
Maintenance Payroll							
Total Maintenance Payroll	375,652	368,328	372,065	378,121	272,321	187,037	
Maintenance M & O:							
Office & Operating Supplies	717	1,004	1,192	1,600	1,200	950	
Junitorial Supplies	1,150	892	892	1,000	1,800	1,200	
Fertilizer & Supplies	13,560	13,253	11,564	13,000	4,000	7,500	
Course Access/Supplies	1,049	1,640	1,924	2,000			
Irrigation/Drainage Supplies	6,479	4,340	3,922	7,500	6,000	22,500	
Pesticide Supplies	11,242	12,158	12,784	13,500	15,000	14,500	
Soils Supplies	4,006	5,653	5,719	6,500	13,100	17,500	
Landscape Supplies	577	758	487	1,000	1,000	1,672	
Fuel Consumed	26,370	27,290	23,736	24,000	10,700	15,450	
Inventory Supplies							
Small Tools	877	300	472	500	1,000	1,374	
Professional Services	566	410	159				
Communication	106	2	19	600		775	
Total							
Operating Rentals & Leases	6,704	7,338	3,741	3,500	20,000	24,500	
Public Utility Services	38,072	39,611	53,046	55,000	20,100	17,600	
Repairs & Maintenance	26,437	29,972	30,384	31,000	19,000	27,500	
Miscellaneous	1,620	1,278	1,257	1,200	1,200	1,800	
In-Kind Equip. Repairs/Maint/Repl.	1,284	3,441	2,620				
Facilities Maintenance	5,142	6,454	6,209	6,000	4,600	4,600	
Total Maintenance M&O	145,951	156,192	156,602	166,600	119,700	151,450	
Total Maintenance	522,155	524,618	528,667	444,921	392,027	338,487	

^{*} Normalized

Thank You