

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

City Hall

February 5, 2007

Call to Order
Pledge of Allegiance
Roll Call
Committee Reports
Presentations

A. Association of Snohomish County Cities & Towns; Mayor Gary Haakenson.

Discussion Items

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

1. Approval of January 22, 2007 City Council Meeting Minutes.
2. Approval of February 5, 2007 City Council Work Session Minutes.

Consent

3. Approval of January 17, 2007 Claims in the Amount of \$277,859.41; Paid by Check No. 36460 through 36569 with Check No. 36173 Void.
4. Approval of January 24, 2007 Claims in the Amount of \$1,432,924.43; Paid by Check No. 36570 through 36700 with Check No. 35394, 35335, and 36260 Void.
5. Approval of January 31, 2007 Claims.
6. Approval of February 7, 2007 Claims.
7. Approval of January 19, 2007 Payroll in the Amount of \$750,919.06; Paid by Check No. 17345 and 17411.
8. Approval of February 5, 2007 Payroll.
9. Authorize Mayor to Sign the Visitor & Community Information Center Services Agreement with Greater Marysville Tulalip Chamber of Commerce.
10. Authorize Mayor to Sign the Final Mylar for Subdivision Known as Rakestraw.
11. Authorize Mayor to Sign Professional Services Agreement with Pac Rim Services for Professional Plans Examiner Services.

Review Bids

Public Hearings

Work Sessions are for City Council study and orientation – Public Input will be received at the February 12, 2007 City Council meeting.

Marysville City Council Work Session

February 5, 2007

7:00 p.m.

City Hall

Current Business

12. Abatement & Removal of Graffiti.

New Business

13. Professional Services Supplemental No. 3 Agreement with KPFF Engineers; State Avenue (116th Street N.E. – 152nd Street N.E.) Corridor Improvements.

Legal**Ordinance and Resolutions**

14. An Ordinance of the City of Marysville, Washington, Amending Ordinance No. 2655 to Increase the Portion of State Avenue to be Improved to Encompass the Area from Approximately 116th Street NE to Approximately 152nd Street NE, and Adding Land and Property Authorized to be Condemned, Appropriated, Taken and Damaged.
15. An Ordinance of the City of Marysville, Washington Amending Chapter 6.25 of the Marysville Municipal Code Relating to abatement and Removal of Graffiti.
16. An Ordinance of the City of Marysville Annexing Certain Unincorporated Area Known as the North Lakewood Annexation Area into the City of Marysville and Prezoning Said Properties Consistent with the City's Comprehensive Land Use Plan Designations.
17. An Ordinance of the City of Marysville Annexing Certain Unincorporated Area Known as the Smokey Point Annexation Area into the City of Marysville and Prezoning Said Properties Consistent with the City's Comprehensive Land Use Plan Designations.
18. An Ordinance of the City of Marysville Amending the 2006 Budget and providing for the increase of certain expenditures items as budgeted for in 2006 and Amending Ordinance No. 2604, Amending Ordinance No. 2608, Amending Ordinance No. 2616, Amending Ordinance No. 2619, and Amending Ordinance No. 2679.

Mayor's Business**Staff Business****Call on Councilmembers****Information Items****Adjourn**

Work Sessions are for City Council study and orientation – Public Input will be received at the February 12, 2007 City Council meeting.

February 5, 2007

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

City Hall

Executive Session

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

Adjourn

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

Work Sessions are for City Council study and orientation – Public Input will be received at the February 12, 2007 City Council meeting.

January 22, 2007

Marysville City Council
7:00 p.m.

City Hall

Call to Order/Invocation/Pledge of Allegiance/Roll Call	7:00 P.M.
Approval of Minutes	
Approve January 2, 2007 City Council Work Session Minutes.	Approved
Approve January 8, 2007 City Council Meeting Minutes.	Approved
Approve January 16, 2007 City Council Work Session Minutes.	Approved
Consent Agenda	
Approve January 3, 2007 Claims (Period 13) in the Amount of \$526,521.90; Paid by Check No. 36186 through 36301.	Approved
Approve January 3, 2007 Claims (Period 1) in the Amount of \$3,923.48; Paid by Check No. 36302 through 36321.	Approved
Approve January 10, 2007 Claims (Period 1) in the Amount of \$518,859.13; Paid by Check No. 36433 through 36459.	Approved
Approve January 10, 2007 Claims (Period 13) in the Amount of \$2,155,478.61; Paid by Check No. 35322 through 36432.	Approved
Approve January 5, 2007 Payroll in the Amount of \$1,121,985.22; Paid by Check No. 17266 through 17344.	Approved
Approve New Liquor License; Marysville Deli & Video; 922 State Avenue.	Approved
Approve Berrywoods Phase 2 Final Plat; PA 05053.	Approved
Authorize Mayor to Sign Professional Services Agreement with Jay Group for Design of Jennings Memorial Park Entrance Renovation.	Approved
Authorize Mayor to Sign the Interlocal Cooperative Agreement with Whatcom County for the Northwest Minichain Services.	Approved
New Business	
Approve Committee Recommendation for Gateway Master Plan.	Approved
Legal	
Approve Recover Contract for Sewer; Robinett Management Company; Willow Park LLC.	Approved Recovery Contract No. 272
Ordinances and Resolutions	
Approve an Ordinance of the City of Marysville Approving Clearwire US LLC's Acceptance of the City's Grant of a Wireless Communication Facility Franchise and Extending the 30-Day Deadline for Submission of Said Acceptance.	Approved Ord. 2683
Information Items	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:16 P.M.
Executive Session	8:20 P.M.
Personnel – 2 items	No Action
Adjournment	8:30 P.M.

MARYSVILLE CITY COUNCIL MEETING

January 22, 2007

7:00 p.m.

City Hall

CALL TO ORDER / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Dennis Kendall called the January 22, 2007 meeting of the Marysville City Council to order at 7:00 p.m. There was no invocation. Mayor Kendall led those present in the Pledge of Allegiance.

ROLL CALL

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

Mayor: Dennis Kendall

Council: Mayor Pro Tem Jon Nehring, Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, and Jeff Vaughan

Staff: Mary Swenson, Chief Administrative Officer; Craig Knutson, City Attorney; Sandy Langdon, Finance Director; Paul Roberts, Public Works Director; Gloria Hirashima, Community Development Director; John Turner, Interim Chief of Police; and Laurie Hugdahl, Recording Secretary.

Motion made by Councilmember Soriano, seconded by Councilmember Seibert, to excuse the absence of Councilmember Donna Wright who was out of town on business. **Motion** passed unanimously (6-0).

COMMITTEE REPORTS

Councilmember Rasmussen reported on the meeting of the **Marysville Parks Advisory Board**. Topics discussed included the following:

- Off-leash dog park design draft
- Presentation by John Jantzen of Wishbone Industries regarding park benches constructed from 100% recycled post-consumer plastics. Benefits of the benches include their durability and resistance to graffiti.
- Reviewed Draft Graffiti Committee recommendation
- Approved Golden Wheels Vintage Race Club Car Show at Ebey Waterfront Park.
- Whiskey Ridge Master Plan discussion
- Father/Daughter dance sold out in just three days

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January 22, 2007 Meeting Minutes
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- REI grant project – will be planting trees with the help of 100 volunteers on February 24.
- Healthy Communities Action Plan discussion

Lee Phillips reported that the **TV Advisory Committee** held a meeting where they discussed the final presentation which will be coming to Council in February.

Jeff Seibert reported on the January 17 **Finance Committee** meeting. Topics discussed included the following:

- Fireworks Permitting
- City Clerk will begin on February 1.
- Paperless Agenda discussion and problem solving
- Financial Update – summary
- Utility Billing Update – Surface water billing on the utility bills now
- Technology Update – Converting from Exchange to Outlook
- 2007 Microsoft Office Training on January 30 for staff. Council is welcome to attend.

PRESENTATIONS

A. Employee Service Awards.

The following employees received Employee Service Awards:

- Allen Henninger, Police Officer – 15 years.
- Lillie Lein, Confidential Secretary/Deputy City Clerk – 15 years.
- Kristie Guy, Human Resources Manager – 5 years.

B. Proclamation – “Career and Technical Education Month”.

Mayor Kendall read the Proclamation and presented it to Carol Davis, Career and Technical Education Department. He also welcomed two students who were videotaping the presentation to air on Marysville Pilchuck High School’s TV3.

AUDIENCE PARTICIPATION – None.

APPROVAL OF MINUTES

1. Approval of January 2, 2007 City Council Work Session Minutes.

Motion made by Councilmember Nehring, seconded by Councilmember Vaughan, to approve the January 2 Work Session minutes as presented. Councilmembers Rasmussen and Phillips indicated that they would be abstaining since they were not in attendance at the January 2 Work Session. **Motion** passed unanimously (4-0).

2. Approval of January 8, 2007 City Council Meeting Minutes.

Councilmember Rasmussen referred to her comments on page 6 (*Call on Councilmembers, Carmen Rasmussen, third bullet down*). She clarified that the form the Chamber sent out was, **“regarding proposals to address graffiti abatement.”**

Councilmember Lee Phillips commented that the spelling of his name should be corrected from **“Philips”** to **“Phillips”** on page 4, Item 19.

Councilmember Soriano indicated that he would be abstaining from the vote as he was absent from the January 8 Meeting.

Motion made by Councilmember Phillips, seconded by Councilmember Rasmussen, to approve the January 8 Meeting minutes as amended. **Motion** passed unanimously (5-0) with Councilmember Soriano abstaining.

3. Approval of January 16, 2007 City Council Work Session Minutes.

Councilmember Phillips indicated that he would be abstaining from the vote as he was absent from the January 16 Work Session.

Motion made by Councilmember Vaughan, seconded by Councilmember Soriano, to approve the January 16 Work Session minutes as presented. **Motion** passed unanimously (5-0) with Councilmember Phillips abstaining.

CONSENT AGENDA

Motion made by Councilmember Soriano, seconded by Councilmember Nehring, to approve Consent Agenda items 4-12 as follows:

4. **Approval of January 3, 2007 Claims (Period 13) in the Amount of \$526,521.90; Paid by Check No. 36186 through 36301.**
5. **Approval of January 3, 2007 Claims (Period 1) in the Amount of \$3,923.48; Paid by Check No. 36302 through 36321.**
6. **Approval of January 10, 2007 Claims (Period 1) in the Amount of \$518,859.13; Paid by Check No. 36433 through 36459.**
7. **Approval of January 10, 2007 Claims (Period 13) in the Amount of \$2,155,478.61; Paid by Check No. 35322 through 36432.**
8. **Approval of January 5, 2007 Payroll in the Amount of \$1,121,985.22; Paid by Check No. 17266 through 17344.**

9. **Approval of New Liquor License; Marysville Deli & Video; 922 State Avenue.**
10. **Approval of Berrywoods Phase 2 Final Plat; PA 05053.**
11. **Authorize Mayor to Sign Professional Services Agreement with Jay Group for Design of Jennings Memorial Park Entrance Renovation.**
12. **Authorize Mayor to Sign the Interlocal Cooperative Agreement with Whatcom County for the Northwest Minichain Services.**

Motion passed unanimously (6-0) to approve the Consent Agenda in its entirety.

REVIEW BIDS - None

PUBLIC HEARING - None

CURRENT BUSINESS - None

NEW BUSINESS

13. **Approval of Committee Recommendation for Gateway Master Plan.**

Stephanie Lakey of Makers Architecture and Urban Design gave a presentation regarding the Committee Recommendation for Gateway Master Plan as contained in the Council packet. With the addition of a gateway at SR92 and Highway 9 as recommended by the Mayor and Councilmember Seibert there are a total of 11 intersections.

Mary Kirkland, 13004 Hilltop Road, Arlington, owner of Hilton Pharmacy at 4th and State and Committee Member.

Ms. Kirkland commented that it was very rewarding to work on the Gateway Committee. She commended the excellent work done by Makers and the good, creative input from community members. She felt that this is a good plan for a phase-in approach and is an important way to set design standards for upcoming developments.

Dorothy Stanton, 5900 – 64th Street NE #8, Marysville.

Mrs. Stanton thought that this sounded like a great plan, but she thinks that there should also be signs wishing folks, "Goodbye," and, "Thanks for coming," as they leave the City.

Community Development Director Gloria Hirashima concurred. She explained that some of the signs were designed to be double-sided so they could have messages on the back.

Tom King, 3113 Sunnyside Blvd, City of Marysville Employee

Mr. King commented that he likes all aspects of the plan, but is leery about hanging a banner over the bridge. He discussed the difficulties and liabilities associated with hanging banners over the roadway. He suggested a vertical banner instead.

Gloria Hirashima commented that City Engineer Kevin Nielsen had expressed similar concerns. She noted that the Committee had decided in their final discussions to have something fixed directly to the structure.

Mayor Kendall confirmed that there is room for modification in this plan. Gloria Hirashima affirmed that the plan could be modified or expanded as necessary.

Councilmember Vaughan commented that he was very happy with what the committee, staff and consultants produced. He felt that it is a great plan and will help to create consistency with the City's image.

Councilmember Soriano thanked all involved for their hard work and cooperation on this. He commented that the product is fantastic.

Motion made by Councilmember Vaughan, seconded by Councilmember Phillips, to approve the Gateway Plan with the understanding that there may be modifications as needed. **Motion** passed unanimously (6-0).

Mayor Kendall commended all those involved in this project.

LEGAL

14. **Recovery Contract for Sewer; Robinett Management Company; Willow Park, LLC.**

Motion made by Councilmember Nehring, seconded by Councilmember Vaughan, to approve Recovery Contract No. 272. **Motion** passed unanimously (6-0).

ORDINANCES AND RESOLUTIONS

16. **An Ordinance of the City of Marysville Approving Clearwire US LLC's Acceptance of the City's Grant of a Wireless Communication Facility Franchise and Extending the 30-Day Deadline for Submission of Said Acceptance.**

Councilmember Seibert commented that normally the franchise fee is a percentage of the gross revenue amount. He wondered why this is a set fee. City Attorney Knutson explained that that 5% franchise fee for Cable TV does not apply to wireless franchises.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to approve Ordinance No. 2683. **Motion** passed unanimously (6-0).

MAYOR'S BUSINESS

Mayor Kendall announced that:

- He would be giving the State of the City at the Chamber meeting on Friday.
- He will be attending another 100th birthday party this weekend.
- Friday afternoon is Commander Winters' retirement celebration.

STAFF BUSINESS

Jim Ballew reminded Council of the 6:30 p.m. Coalition Meeting. He commented that the Healthy Community Subcommittees would be meeting the next three weeks, and then the main group will meet again in March.

Paul Roberts:

- Commented that they have been receiving a lot of calls regarding the surface water change in commercial fees. He encouraged Council to forward calls to Public Works.
- He discussed the damaged 10" forced main along the south side of Sunnyside. He said they have authorized an emergency contract to resolve the problem. The contractor should begin work in the next day or two. They are all moving as quickly as possible.
- He announced that the City received the Gold Award for Engineering Excellence from the American Consulting Engineers for the Lakewood Sewer Extension.

Mary Swenson commented that she had gone to Crystal Tree Village for a meeting regarding traffic congestion. They will continue to educate residents and keep them up to date with a newsletter. She stated that she had two personnel items for Executive Session.

Sandy Langdon announced that they received a facility number for passport issuance. They are planning to have the City Clerk's office issue passports.

Chief Turner discussed the upcoming Public Safety Committee meeting and reminded Council of Commander Winters' retirement celebration on Friday.

CALL ON COUNCILMEMBERS

Jon Nehring said he was pleased that Mayor Kendall was back. He noted that he would be out of town Monday through Thursday next week on business and requested an excused absence.

Jeff Seibert also was glad that Mayor Kendall was back.

Jeff Vaughan commended Mayor Kendall's previous State of the City addresses and said he was looking forward to this one.

John Soriano said he was glad to see Mayor Kendall back. He also was looking forward to the State of the City address.

Lee Phillips concurred with Councilmember Vaughan. He felt that the PowerPoint presentation really adds to the speech. He then brought up issues that he and other constituents have been having with Waste Management recycling pickups. Sandy Langdon explained that Waste Management has been having issues all around the area due to the weather and the holidays. They thought they would be able to catch up faster than they are. Mary Swenson agreed, but said they would look into it.

Carmen Rasmussen:

- Was very appreciative of the tabs in her packet.
- She thanked Paul Roberts and his crew for taking care of the issue in Sunnyside.
- She requested a discussion of expansion of video surveillance to possibly include the waterfront park. She suggested that joining forces with business owners could result in cost savings for all. Mary Swenson commented that staff is putting together some dollar figures for the video surveillance options. Jeff Seibert cautioned that video surveillance has limitations because people are aware of it and wear disguises.

INFORMATION ITEMS

15. **Marysville Library Board Minutes; December 14, 2006.**

ADJOURNMENT

Mayor Kendall recessed at 8:16 p.m. into Executive Session which began at 8:20 p.m.

EXECUTIVE SESSION

Council met in Executive Session at 8:20 p.m. to discuss two personnel issues.

ADJOURNMENT

Council reconvened into Regular Session at 8:30 p.m., and seeing no further business, Mayor Kendall adjourned the meeting.

Approved this _____ day of _____, 2007.

Mayor
Dennis Kendall

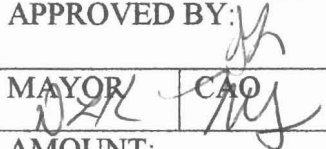
Deputy City Clerk
Lillie Lein

Recording Secretary
Laurie Hugdahl

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 12, 2007

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the January 17, 2007 Period 1 claims in the amount of \$277,859.41 Check No.'s 36460 through 36569 with Check No. 36173 voided.

COUNCIL ACTION:

DATE: 1/18/2007
TIME: 9:03:10AMCITY OF MARYSVILLE
INVOICE LIST

PAGE: 1

FOR INVOICES FROM 1/17/2007 TO 1/17/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
36460	ACE ACME SEPTIC SERVICE INC	PORTABLE TOILET RENTAL LKWD RD	40140280.541000.	75.95
36461	ADVANTAGE COMMUNICATIONS INC	NEXTEL BELT CLIP, CAR CHARGERS	501.141100.	119.75
36462	WA STATE DEPT OF AGRICULTURE	PESTICIDE LICENSE RENEWAL	10111160.549000.	25.00
36463	ALLIED EMPLOYERS LABOR RELATIONS	1/07 MEMBERSHIP DUES	00100110.541000.	2,004.73
36464	ALPHA COURIER SVC	COURIER SERVICE	00102020.542000.	41.80
36465	AMERICAN SOCIETY OF COMPOSERS,	LICENSING RENEWAL 1/07-12/07	00105120.531060.	284.00
36466	AWWA NW SUBSECTION	BASIC WATER WORKS-OFFICE STAFF	40143410.549000.	100.00
36467	CITY OF ARLINGTON	ARLINGTON CHRISTIAN SCHOOL	40140080.533000.	22.42
36468	AT&T	PHONE CHARGES 6596212 ALARM	40142480.542000.	25.54
36469	BACKSTROM, ALLEN	REIMBURSE BOOT PURCHASE	00105380.526000.	35.62
36470	BALDWIN, DANIELLE	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
36471	BAXTER AUTO CENTER	TIE WRAPS	501.141100.	4.56
	BAXTER AUTO CENTER	WINDSHIELD DE-ICER	501.141100.	33.72
	BAXTER AUTO CENTER	TAIL LIGHT SIGNAL	501.141100.	39.34
	BAXTER AUTO CENTER	GLASS CLNR,CAR WASH PWDR, ETC.	501.141100.	170.84
	BAXTER AUTO CENTER	MICRO-V BELT #965	50100065.534000.	44.62
	BAXTER AUTO CENTER	FUEL PUMP #514	50100065.534000.	48.76
36472	BELINDA BEARDSLEY	MILEAGE REIMBURSEMENT	00102020.543000.	39.41
36473	TERI BELL-MCCANN	MILEAGE TO CH/ CPR CLASS PSB	40143410.549000.	2.23
36474	BEN MEADOWS	CRACK HMR IN L 4 LB	10110070.541000.	36.50
	BEN MEADOWS	TRAFFIC SAFETY COMMITTEE EQUIP	10110070.541000.	180.01
36475	MATTHEW BENDER & CO.	WA CRIMINAL PRACTICE	00100050.549000.	77.80
36476	BETTY J. BERGER	UTILITY TAX REBATE	00102520.549010.	83.34
36477	BERGER/ABRAM ENGINEERS INC	PAY ESTIMATE #2	30500030.563000.R0604	10,638.81
36478	DIANE BERGMAN	MILEAGE- PMR AUDIT R9701	30500030.563000.R9701	30.56
36479	BICKFORD FORD-MERCURY	FRONT BRAKE ROTORS, BRAKE PADS	501.141100.	274.48
	BICKFORD FORD-MERCURY	FUEL FILTER/LINE CLIPS #P101	50100065.534000.	35.16
	BICKFORD FORD-MERCURY	FUEL FILTER/LINE CLIPS P101	50100065.534000.	115.54
36480	BONNIE BIRCH	ENTERTAINMENT-JANUARY POTLUCK	00105250.531050.	100.00
36481	BUD BARTON'S GLASS CO	WINDOW REPAIR-WWTP BLDG 66	40142480.548000.	116.10
36482	JOHN BUELL	REIMBURSE MEAL- OVERTIME/SEWER	40142280.548000.	11.59
36483	CAPTAIN DIZZYS EXXON	CAR WASH- K. NIELSEN 12/6/06	00100020.541000.	4.50
36484	CASCADE COFFEE INC	COFFEE SERVICE/SUPPLIES KBSCC	10605250.549000.	144.00
36485	CASCADE MAILING	UTILITY BILLING MAILING	00143523.542000.	173.96
	CASCADE MAILING		00143523.542000.	240.96
36486	BARBARA L. CHURCH	UTILITY TAX REBATE	00102520.549010.	13.56
36487	CITY TREASURER EVERETT WA	WATER/FILTRATION SRVC PURCHASE	40140080.533000.	78,327.58
36488	COLUMBIA PAINT & COATINGS	PAINT BRUSH, COVER,RAGS, ETC	40143780.531000.	141.90
36489	CO-OP SUPPLY	SCREW DRIVER,SCRAPER,RAKE,ETC	00105380.535000.	26.00
	CO-OP SUPPLY	TURN BUCKLE, BIG CHAIN, ETC	40140180.531000.	115.73
	CO-OP SUPPLY	MR HEATER, PROPANE TANK, HOSE	40140380.531000.	176.16
	CO-OP SUPPLY	STRAW BALES	40140680.531000.	130.04
	CO-OP SUPPLY	PRUNERS	40141280.535000.	16.26
36490	CURBS PLUS	CURB & GUTTER 47 AVE/ 7TH STR	10111561.548000.	3,846.50
36491	RUTH M. DAVIDSON	UTILITY TAX REBATE	00102520.549010.	68.76
36492	DAY WIRELESS SYSTEMS	PAY ESTIMATE #1 (FINAL)	40143410.541000.M0760	26,200.00
36493	DEX MEDIA INC	DIRECTORY ADVERTISEMENT	42047061.544000.	150.82
36494	DUNN, THERESA	REFUND FOR KINDERMUSIK	00110347.376009.	31.00
36495	E&E LUMBER INC	SHELVES, GLUE, FOAM BRUSHES	00100010.531000.	10.24
	E&E LUMBER INC		00102020.531000.	31.07
	E&E LUMBER INC	CONCRETE	00105380.531000.	4.97
	E&E LUMBER INC	PAINT HARDENER	00105380.531000.	11.24

DATE: 1/18/2007
TIME: 9:03:10AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/17/2007 TO 1/17/2007

PAGE: 2

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
36495	E&E LUMBER INC	ROLLER COVERS, CEDAR FENCING	00105380.531000.	14.21
	E&E LUMBER INC	LIGHTBULBS	00105380.531000.	14.61
	E&E LUMBER INC	FENCING, CABLE TIES	00105380.531000.	58.01
	E&E LUMBER INC	PLIERS	00105380.535000.	21.68
	E&E LUMBER INC	BUNGEE CORDS- LIBRARY	00112572.531000.	10.81
	E&E LUMBER INC	INSULATING FOAM SPRAY	40140180.531000.	13.65
	E&E LUMBER INC	BRASS HOOKS,CUT OFF WHEELS	40143780.531000.	23.59
	E&E LUMBER INC	SHELVES, GLUE, FOAM BRUSHES	50200050.531000.	9.32
36496	EAST JORDAN IRON WORKS	MATERIALS, CURB GUTTER	10111561.548000.M0604	503.44
36497	EMERALD RECYCLING	CREDIT MEMO:USED OIL PURCHASE	50100065.531000.	-40.00
	EMERALD RECYCLING	PARTS WASHER, CRUSHED OIL FILT	50100065.531000.	297.32
36498	THE DAILY HERALD COMPANY	WEEKLY NEWSPAPER 1/07-1/08	00105250.531000.	135.00
36499	EVERETT TIRE & AUTOMOTIVE	P225/60R16 TIRES	501.141100.	232.72
	EVERETT TIRE & AUTOMOTIVE	LT245/75R16E TIRES #107	50100065.534000.	482.79
36500	EXCEL GLOVES & SAFETY SUPPLIES	DISPOSAL GLOVES & THERMAFIT	00105380.526000.	251.33
36501	DOUGLAS J FAIR	PRO TEM	00100050.541000.	185.00
36502	CLIFFORD S. FRALICK	WATER, SEWER, UTIL TAX REBATE	00102520.549010.	45.02
	CLIFFORD S. FRALICK		40143410.549070.	40.86
	CLIFFORD S. FRALICK		40143410.549071.	106.79
36503	FRED MEYER	JEANS X 3 PR - J. HAYES	10111230.526000.	97.62
36504	FRANK FRYER	WATER,SEWER, UTIL TAX REBATE	00102520.549010.	35.16
	FRANK FRYER		40143410.549070.	30.73
	FRANK FRYER		40143410.549071.	79.83
36505	GC SYSTEMS INC	10" PUMP CONTROL VALVE	40140280.548000.	12,539.23
36506	STEVE GIBSON TRUCKING, INC.	TRUCKING SRVCS, 6 HRS 12/15/06	10110130.531000.	690.00
36507	HACH COMPANY	PORTABLE TURBIDIMETERS, LAMPS	40140780.535000.	1,958.95
36508	HALSTROM & ASSOCIATES, INC.	12/06 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
36509	ARDELL HANSON	UTILITY TAX REBATE	00102520.549010.	40.02
36510	HD FOWLER COMPANY	1-8" GRIP AND 2-8" SEWER PLUGS	40142680.548000.M0644	59.88
	HD FOWLER COMPANY	MISC. VALVE FITTINGS	40142680.548000.M0644	2,581.97
36511	HD SUPPLY WATERWORKS, LTD	COUPLINGS, PVC PIPE	40142180.531000.	70.76
	HD SUPPLY WATERWORKS, LTD	2 " COPPER TUBING	40142480.548000.M0562	1,578.82
36512	HDR ENGINEERING, INC.	PAY ESTIMATE #1	30500030.563000.R0502	55,435.01
36513	INTERNATIONAL BUSINESS SOLUTIONS	INTERPRETER, RUSSIAN	00102515.549000.	129.00
36514	IOS CAPITAL	COPIER RENTAL 12/18/ - 1/17/07	00102020.545000.	150.43
	IOS CAPITAL		40143410.545000.	150.44
36515	IRON MOUNTAIN QUARRY LLC	3/4 " CRUSHED ROCK	10110130.531000.	1,672.08
	IRON MOUNTAIN QUARRY LLC	2" X 4" ROCK - LIGHTPOLES	40143780.563000.M0668	12.99
36516	LANE & ASSOCIATES	PAY ESTIMATE #2	30500030.563000.R0301	662.00
36517	LOWES HIW INC	ELECTRICAL TESTER, STOOL, ETC.	50200050.531000.	100.61
36518	MAKERS	MARYSVILLE GATEWAY	00102020.541000.	1,628.65
36519	MARYSVILLE MUNICIPAL COURT	BANK CARD FEES	00100050.541000.	310.55
36520	MARYSVILLE GLOBE	LEGAL ADS	00102020.544000.	138.43
36521	MARYSVILLE PRINTING	FATHER DAUGHTER DANCE TICKETS	00105120.531050.	15.19
	MARYSVILLE PRINTING	FATHER DAUGHTER DANCE FLYERS	00105120.531050.	232.73
	MARYSVILLE PRINTING	#10 ENVELOPES WITH LOGO	00105380.531000.	40.20
	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS X20	10111230.549000.	303.30
36522	NEXTEL COMMUNICATIONS	ENGINEERING COMMUNICATION	00100020.542000.	208.49
	NEXTEL COMMUNICATIONS	LANGDON/YOUNG	00101023.542000.	18.76
	NEXTEL COMMUNICATIONS	STREETS COMMUNICATION	10111230.542000.	112.56
	NEXTEL COMMUNICATIONS	WWTP COMMUNICATION	40142480.542000.	82.45
	NEXTEL COMMUNICATIONS	OPERATIONS COMMUNICATION	40143410.542000.	590.30

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36522	NEXTEL COMMUNICATIONS	SOLID WASTE COMMUNICATION	41046170.542000.	28.37
	NEXTEL COMMUNICATIONS	CENTRAL STORES/ FLEET & FACIL	50100065.542000.	9.38
	NEXTEL COMMUNICATIONS	FLEET COMMUNICATION	50100065.542000.	37.52
	NEXTEL COMMUNICATIONS	CENTRAL STORES/ FLEET & FACIL	50148058.542000.	18.76
	NEXTEL COMMUNICATIONS		50200050.542000.	9.38
	NEXTEL COMMUNICATIONS	FACILITIES COMMUNICATION	50200050.542000.	89.06
36523	NEXXPOST LLC	CONTRACT BASE	00100050.531000.	108.80
	NEXXPOST LLC		00101023.531000.	108.80
	NEXXPOST LLC		00101130.531000.	108.80
	NEXXPOST LLC		40143410.531000.	108.80
36524	NORTHWEST CASCADE INC	HONEY BUCKET RENTAL SK8 PARK	00105380.545000.	103.33
36525	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE #102	50100065.548000.	621.81
	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE #V011	50100065.548000.	2,862.60
36526	OLYMPIC CONTRACTORS	REFUND WATCHDOG METER	401.245200.	179.70
36527	ORKIN EXTERMINATING	SERV CHG- PSB 1635 GROVE ST	00100010.548000.	41.36
	ORKIN EXTERMINATING	SERVICE CHARGE-CITY HALL	00103530.548000.	76.63
	ORKIN EXTERMINATING	SERV CHARGE-CABOOSE 316 CEDAR	00105380.548000.	52.40
	ORKIN EXTERMINATING	SERV CHRGE-LIBRARY 6120 GROVE	00112572.548000.	41.36
	ORKIN EXTERMINATING	SERV CHG-OLD C.H. 4822 GROVE	00199513.548000.	45.50
	ORKIN EXTERMINATING	SERVICE- WWTP 2 COLUMBIA	40142480.549000.	58.59
	ORKIN EXTERMINATING	SERV CHARGE- PW 80 COLUMBIA	40143410.548000.	45.50
36528	OVERALL LAUNDRY SERVICES INC	MAT CLEANING -WWTP	40142480.598100.	7.91
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING-MEZZANINE	40143780.548000.	13.55
	OVERALL LAUNDRY SERVICES INC		40143780.548000.	20.21
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING - PW ADMIN BLDG	40143780.549000.	87.87
	OVERALL LAUNDRY SERVICES INC	MECHANICS RAGS, JACKET,PANTS	42047165.531700.	7.62
	OVERALL LAUNDRY SERVICES INC	MECHANIC'S RAGS, JACKET, PANTS	42047165.531700.	21.50
	OVERALL LAUNDRY SERVICES INC		42047165.531700.	21.50
	OVERALL LAUNDRY SERVICES INC	UNIFORM CLEANING- FLEET	50100065.526000.	67.32
36529	PACIFIC POWER BATTERIES	1.5V BATTERIES	50200050.531000.	8.20
36530	PACIFIC TOPSOILS INC	STUMP DUMP QTY 3	10110770.549000.	49.80
36531	SHIRLEY PARKER	UTILITY TAX REBATE	00102520.549010.	24.07
36532	PART WORKS INC, THE	REPLACE DRINK FOUNTAIN -PARK	00105380.548000.	1,579.93
36533	THE PARTS STORE	TRANSMISSION FILTERS	501.141100.	48.27
	THE PARTS STORE	OIL/ AIR/ FUEL FILTERS	501.141100.	245.50
	THE PARTS STORE	LIGHTS,CLEANER,FILTERS, ETC.	501.141100.	315.89
	THE PARTS STORE	SPARK PLUGS - #P101	50100065.534000.	36.80
	THE PARTS STORE	DIST CAP, SPARK PLUGS & WIRES	50100065.534000.	141.74
36534	PEACE OF MIND OFFICE SUPPORT	COUNCIL MINUTE TAKING SVC 1/02	00101130.541000.	90.00
	PEACE OF MIND OFFICE SUPPORT	COUNCIL MINUTE TAKING SERVICE	00101130.541000.	105.00
36535	PENDLETON, ARDNA	REFUND- CLASS NOT HELD	00110347.376009.	19.00
36536	PERTEET ENGINEERING INC	E SUNNYSIDE-WHISKEY RIDGE PLAN	00102020.541000.	8,165.00
	PERTEET ENGINEERING INC	PAY ESTIMATE #3	40145040.541000.D0602	17,193.68
36537	LEE PHILLIPS	AIRFARE- CONFERENCE	00100060.543000.	218.80
36538	PLATT- EVERETT	BALLAST- PW SHOP	40143780.531000.	66.85
36539	UNITED STATES POSTAL SERVICE	PERMIT 80 ANNUAL FEE	00100060.542000.	40.00
	UNITED STATES POSTAL SERVICE		40143610.542000.	120.00
36540	PROTHMAN COMPANY	COURT ASSESSMENT	00100050.541000.	6,825.00
36541	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 258-010-895-5	00105380.547000.	21.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 258-014-292-1	00105380.547000.	21.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-066-9	40140180.547000.	47.42
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 295-001-624-2	40140180.547000.	290.39

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36541	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 300-001-899-8	40142280.547000.	31.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-786-2	40142280.547000.	1,027.62
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 381-001-187-8	40142480.547000.	387.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 529-001-155-9	40143780.547000.	1,630.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 416-001-067-6	40143780.547000.	3,780.23
36542	RADIOSHACK	COMPUTER CABLE,AUDIO CABLE	10111664.541000.	39.03
36543	RESCUE GLASS	WINDSHIELD REPAIR #805	50100065.548000.	271.38
36544	WASHINGTON STATE DEPARTMENT OF	4TH QTR LEASEHOLD TAX 2006	001.237050.	1,931.55
36545	ROY ROBINSON CHEVROLET	HUB CAPS-#107	50100065.534000.	14.32
	ROY ROBINSON CHEVROLET	RF MARKER LIGHT LENS #107	50100065.534000.	18.72
36546	RUBATINO REFUSE REMOVAL, INC.	22 FT STORAGE CONTAINER	00100025.563000.C0601	83.99
36547	SEATTLE TIMES, THE	AD FOR GOLF COURSE MGR ON WEB	42047061.544000.	325.00
	SEATTLE TIMES. THE	AD FOR GOLF COURSE MGR	42047061.544000.	1,471.73
36548	SHRED IT WESTERN WASHINGTON	SHREDDING SERVICES	00100050.548000.	49.50
	SHRED IT WESTERN WASHINGTON		00100110.549000.	24.75
	SHRED IT WESTERN WASHINGTON		00100310.549000.	24.75
36549	SNO CO PUBLIC WORKS	ENGRNG SRVS TRAFFIC SIGNALS	10111664.541000.	1,417.93
36550	SNYDER ROOFING	ROOF REPAIR - WWTP	40142480.548000.	200.73
36551	SRV CONSTRUCTION	REFUND-WATCHDOG METER	401.245200.	200.00
36552	TANDEM SERVICE CORP INC	PUMPING SUNNYSIDE LIFT STATION	40142280.548000.	3,627.24
36553	TERRA RESOURCE GROUP	TEMPORARY WORKER STARCHER	00100050.541000.	637.44
	TERRA RESOURCE GROUP		00100050.541000.	637.44
	TERRA RESOURCE GROUP	TEMP WORKERS BAGLEY,CRAWFORD	10110130.541000.	591.36
	TERRA RESOURCE GROUP		40145040.541000.	668.16
36554	TEXTRON FINANCIAL CORPORATION	E-Z GO TEST CART LEASE	42047165.545000.	1,172.89
36555	TITLEIST	6 BLACK CART MITTS - GOLF	420.141100.	90.34
36556	TORO NSN	NSN COMPUTER EQUIPMENT/SERVICE	42047165.545000.	199.00
36557	UNITED PARCEL SERVICE	DELIVERY FEE	00102020.542000.	11.46
36558	UNITED RENTALS	MINI EXCAVATOR RENTAL/RETURN	40100034.560000.W0606	2,180.42
	UNITED RENTALS	APRON CHAPS	40140280.535000.	59.61
	UNITED RENTALS		40140280.535000.	119.24
36559	VALLEY FREIGHTLINER INC	WINDSHIELD WASHER PUMP #526	50100065.534000.	29.31
	VALLEY FREIGHTLINER INC	WINDSHIELD WASHER PUMP #218	50100065.534000.	33.20
36560	VEHICLE EQUIPMENT SOLUTIONS	GREASE PUMP SYSTEM, HOSE REEL	40143410.535000.	1,421.35
36561	VERIZON NORTHWEST	ACCT.# 03 0274 1094715727 10	00103121.542000.	66.96
	VERIZON NORTHWEST	ACCT# 108778831503	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT.# 03 0211 1097788318 10	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT.# 03 0273 1092686355 01	00104000.542000.	93.05
	VERIZON NORTHWEST	ACCT 03 0275 1027463801 05	00104000.542000.	103.54
	VERIZON NORTHWEST	ACCT 103742634704	00105380.542000.	77.59
	VERIZON NORTHWEST	ACCT 102857559902	00112572.542000.	99.24
	VERIZON NORTHWEST	ACCT 103957234007	40142480.542000.	49.50
	VERIZON NORTHWEST	ACCT030211109792481505	40143410.542000.	74.85
36562	VERIZON NORTHWEST	PHONE CHARGES 929-5339	40143410.542000.	9.53
36563	VERIZON	VERIZON SUPERPAGES 12/14/06	42047061.542000.	178.45
36564	WASTE MANAGEMENT NORTHWEST	DISPOSAL PER TON RECYCLE	42047165.547000.	254.19
	WASTE MANAGEMENT NORTHWEST	4 YARD OCC	42047267.547000.	48.62
36565	LOREN WAXLER	CONFLICT PUBLIC DEFENDER	00102515.541000.	108.00
	LOREN WAXLER		00102515.541000.	148.00
36566	WESSPUR MACHINE SALES & SERVICE	CHIPPER REPLACEMENT BLADE-M008	50100065.534000.	138.50
36567	WESTERN EQUIPMENT DISTRIBUTORS	209-H10A EAR MUFF	42047165.548000.	61.25
36568	WESTERN PETERBILT INC	AIR WIPER SWITCH- J001	50100065.534000.	124.96

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36569	WILL, SHANE	MILEAGE-CENSUS SUNNYSIDE	00102020.543000.	9.35
WARRANT TOTAL:				<u>277,868.94</u>

Less Voids:

CK # 36173 (9.53)

277,859.41

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 12, 2007

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR <i>10/2/07</i>	CAP <i>MS</i>
BUDGET CODE:	AMOUNT:	

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the January 24, 2007 Period 1 claims in the amount of \$1,432,924.43 paid by Check No.'s 36570 through 36700 with Check No.'s 35394, 35335, and 36260 voided.</p>
<p>COUNCIL ACTION:</p>

DATE: 1/24/2007
TIME: 2:24:26PM

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
36570	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAXES DECEMBER 06	001.231700.	472.58
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.39
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	19.97
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	28.39
	WASHINGTON STATE DEPARTMENT OF		101.231700.	15.74
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	55,337.37
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	614.70
	WASHINGTON STATE DEPARTMENT OF		410.231700.	265.22
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	18,350.85
	WASHINGTON STATE DEPARTMENT OF		420.231700.	42.52
	WASHINGTON STATE DEPARTMENT OF		420.231710.	2,638.44
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	65.97
	WASHINGTON STATE DEPARTMENT OF		501.231700.	23.40
36571	A. MARTIN INVESTMENT LLP	UB 971202000000 1202 STATE AVE	401.122110.	76.76
36572	A. MARTIN INVESTMENT LLP		401.122110.	182.25
36573	AFFINITY VIDEONET, INC.	VIDEOCONFERENCE- L. SCHEELE	00100110.541000.	562.50
	AFFINITY VIDEONET, INC.	VIDEOCONFERENCE- COLLINGSWORT	00100110.541000.	575.00
	AFFINITY VIDEONET, INC.	VIDEOCONFERENCE- THOMAS EVART	00100110.541000.	640.00
36574	WA STATE DEPT OF AGRICULTURE	PESTICIDE LICENSE RENEW SEIBER	00105380.549000.	25.00
	WA STATE DEPT OF AGRICULTURE	PESTICIDE LICENSE RENEW-PARKS	00105380.549000.	150.00
36575	ALBERTSONS FOOD CENTER #471	MISC SUPPLIES- PARKS/REC PROG	00105120.531090.	15.00
	ALBERTSONS FOOD CENTER #471		00105120.531090.	65.81
	ALBERTSONS FOOD CENTER #471		10605250.549000.	51.39
36576	ALFYS PIZZA	FOOD FOR DISPATCH 12/4/07	00103010.549000.	15.72
	ALFYS PIZZA	FOOD FOR DISPATCH 12/16/07	00103010.549000.	31.97
36577	AWWA NW SUBSECTION	REGULATORY UPDATE/TRTMNT TECH	40143410.549030.	50.00
36578	AMSAN SEATTLE	JANITORIAL SUPPLIES- PSB	00100010.531400.	83.85
	AMSAN SEATTLE	JANITORIAL SUPPLIES- CITY HALL	00103530.531400.	55.35
	AMSAN SEATTLE	JANITORIAL SUPPLIES - KBSCC	00105250.531400.	167.88
	AMSAN SEATTLE	JANITORIAL SUPPLIES- KBSCC	00105250.531400.	320.34
	AMSAN SEATTLE	JANITORIAL SUPPLIES - PARKS	00105380.531400.	527.18
	AMSAN SEATTLE	JANITORIAL SUPPLIES- PARKS	00105380.531400.	764.86
	AMSAN SEATTLE	JANITORIAL SUPPLIES- LIBRARY	00112572.531400.	187.74
	AMSAN SEATTLE	CREDIT MEMO-JANITORIAL SUPPLIE	40143410.531200.	-197.14
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	40143410.531200.	197.14
	AMSAN SEATTLE	JANITORIAL SUPPLIES - PW ADMIN	40143410.531200.	314.95
	AMSAN SEATTLE	JANITORIAL SUPPLIES -PW SHOP	40143780.531000.	169.40
36579	CITY OF ARLINGTON	SURFACE WATER REVENUE 4 QTR 06	401.237000.	17,085.91
36580	ASSOCIATION OF WASHINGTON CITIES	2007 SERVICE FEE	00100090.549000.	19,839.95
36581	WASPC	ELECTRONIC HOME MONITORING DEC	00103960.551000.	2,746.00
36582	AT&T	PHONE CHARGES 653-4741	40142480.542000.	25.68
36583	ATLAS FENCE COMPANY	PARTS-REPAIRS TO PARKS FENCING	00105380.531000.	82.31
36584	JAMES B BALLEW	HEALTHY COMMUNITY MTG REIMBUI	00105250.549000.	100.75
36585	BANK OF AMERICA	CONFERENCE/MEETING REIMBURSEM	00100020.543000.	110.00
	BANK OF AMERICA		00100110.543000.	220.00
	BANK OF AMERICA		00100110.549000.	34.04
	BANK OF AMERICA	MEETING REIMBURSMENT	00100110.549000.	470.84
	BANK OF AMERICA	SEMINAR REIMBURSEMENT	00103010.543000.	314.84
	BANK OF AMERICA		00103121.543000.	425.00
	BANK OF AMERICA	TRAINING FEE REIMBURSEMENT	00103121.549000.	109.49
	BANK OF AMERICA	EMPLOYEE APPRECIATION REIMBURS	40143410.543010.	62.98
	BANK OF AMERICA		40143410.549000.	75.17

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36586	BARRON HEATING AIR CONDITIONING	CHANGE PROGRAMMING T-STATS-PSI	00100010.548000.	181.74
	BARRON HEATING AIR CONDITIONING	2ND QTR BILLING OF 8- PSB	00100010.548000.	1,074.15
36587	BIELFELT, LAWRENCE & AUDREY	UB 240540000004 5410 105TH ST	401.122110.	138.64
36588	BOB BARKER COMPANY	GROOMING SUPPLIES- INMATES	001.231700.	-31.53
	BOB BARKER COMPANY	CHAIN, RESTRAINING SHORT	001.231700.	-6.59
	BOB BARKER COMPANY		00103960.531000.	84.13
	BOB BARKER COMPANY	GROOMING SUPPLIES- INMATES	00103960.531000.	402.38
36589	BRAINSTORM INC.	OFFICE 2007 TRAINING MATERIAL	50300090.535000.	299.45
	BRAINSTORM INC.		50300090.549000.	918.30
36590	BURLINGTON NORTHERN SANTA FE	FLAGGING FOR PAVING CONTRACTOR	30500030.563000.R9701	1,355.76
	BURLINGTON NORTHERN SANTA FE	FLAGGING FOR CONTRACTOR	30500030.563000.R9701	2,353.27
	BURLINGTON NORTHERN SANTA FE	1ST APRTIAL ON SA#07-3503-06	30500030.563000.R9701	28,013.52
36591	CAPTAIN DIZZYS EXXON	CAR WASHES FOR PATROL VEHICLES	00103010.548000.	13.50
	CAPTAIN DIZZYS EXXON		00103222.548000.	36.00
	CAPTAIN DIZZYS EXXON		00103630.548000.	4.50
	CAPTAIN DIZZYS EXXON		00104230.548000.	9.00
36592	CARR'S ACE HARDWARE	HPS LIGHT BULBS-EBEY WATERFRNT	00105380.531000.	99.78
36593	CASCADE MAILING	UTILITY BILLING MAILING	00143523.542000.	155.89
36594	CASCADE NATURAL GAS	NATURAL GAS SRVC STILLY PLANT	40141580.531000.	1,188.16
36595	CDW GOVERNMENT INC	INSPECT OFFICE PRINTER/COPIER	00102020.542000.	420.34
	CDW GOVERNMENT INC	REPLACEMENT HARD DRIVE FOR GIS	00102020.548000.	264.69
	CDW GOVERNMENT INC	PHONE CORDS/MS PROJECT UTIL	40143410.549000.	355.36
	CDW GOVERNMENT INC		50300090.531000.	21.48
36596	CHRISMAN, DONNA	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
36597	WA CITIES INSURANCE AUTHORITY	LIABILITY/PROPERTY ASSESS 2007	00100010.546000.	2,800.76
	WA CITIES INSURANCE AUTHORITY		00100020.546000.	9,802.67
	WA CITIES INSURANCE AUTHORITY		00100050.546000.	933.59
	WA CITIES INSURANCE AUTHORITY		00100110.546000.	8,869.09
	WA CITIES INSURANCE AUTHORITY		00100310.546000.	3,734.35
	WA CITIES INSURANCE AUTHORITY		00101023.546000.	12,136.64
	WA CITIES INSURANCE AUTHORITY		00101130.546000.	933.59
	WA CITIES INSURANCE AUTHORITY		00102020.546000.	19,138.55
	WA CITIES INSURANCE AUTHORITY		00103010.546000.	6,535.12
	WA CITIES INSURANCE AUTHORITY		00103121.546000.	4,667.94
	WA CITIES INSURANCE AUTHORITY		00103222.546000.	36,876.73
	WA CITIES INSURANCE AUTHORITY		00103426.546000.	1,867.18
	WA CITIES INSURANCE AUTHORITY		00103528.546000.	1,867.18
	WA CITIES INSURANCE AUTHORITY		00103960.546000.	5,601.53
	WA CITIES INSURANCE AUTHORITY		00104000.546000.	10,269.47
	WA CITIES INSURANCE AUTHORITY		00104190.546000.	1,867.18
	WA CITIES INSURANCE AUTHORITY		00104230.546000.	1,867.18
	WA CITIES INSURANCE AUTHORITY		00105120.546000.	2,800.76
	WA CITIES INSURANCE AUTHORITY		00105380.546000.	13,537.03
	WA CITIES INSURANCE AUTHORITY		00105515.546000.	10,269.47
	WA CITIES INSURANCE AUTHORITY		10110890.546000.	42,478.25
	WA CITIES INSURANCE AUTHORITY		40143410.546000.	4,667.94
	WA CITIES INSURANCE AUTHORITY		40143410.546000.	205,389.36
	WA CITIES INSURANCE AUTHORITY		41046060.546000.	34,075.96
	WA CITIES INSURANCE AUTHORITY		42047061.546000.	20,538.94
	WA CITIES INSURANCE AUTHORITY		50100065.546000.	3,267.54
36598	COMCAST	PRO SHOP TV CABLE	42047267.549000.	162.77
	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95

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36599	JUDY COONTS	REIMBURSE CERTIFIED LETTERS HR	00100310.549000.	9.28
36600	CO-OP SUPPLY	FENCING CONNECTORS-LIBRARY	00105380.531000.	3.45
	CO-OP SUPPLY	FENCING HARDWARE- LIBRARY	00105380.531000.	17.09
	CO-OP SUPPLY	STRAW BALES- JENNINGS PK SNOW	00105380.531000.	52.01
	CO-OP SUPPLY	2 PITCH FORKS - MAINTENANCE	00105380.535000.	54.01
36601	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,758.20
36602	DICKS TOWING INC	EVIDENCE IMPOUND	00103222.541000.	43.44
36603	DEBBIE DIMITRI	ENTERTAINMENT-STORY TELLING	00105250.531050.	125.00
36604	JUAN DOMINGUEZ	WATER & SEWER CONSERV REBATE	40140580.549000.	50.00
36605	DUFFY, ROBIN	UB 934300000004 1701 8TH ST	401.122110.	80.92
36606	DUNLAP INDUSTRIAL	HARDWARE SUPPLIES	40142280.548000.	358.26
36607	E&E LUMBER INC	SASH AND FASTENERS	00105380.531000.	3.15
	E&E LUMBER INC	WHEEL CUTTERS	00105380.531000.	10.39
	E&E LUMBER INC	GLOVES, BAR OIL, SANDPACK	00105380.531000.	17.87
	E&E LUMBER INC	PIPE CABLE,CORD-WATERFRONT PK	00105380.531000.	134.44
	E&E LUMBER INC	PAINTING SUPPLIES	00105380.531000.	152.04
	E&E LUMBER INC	PHILLIPS SCREWDRIVER BITS	50200050.531000.	8.18
36608	WA DEPARTMENT OF ECOLOGY	BIOSOLIDS PERMIT 7/06 -6/30/07	40143410.553200.	2,411.98
36609	THE DAILY HERALD COMPANY	AD PART-TIME PROG. SPECIALIST	00103010.544000.	281.88
	THE DAILY HERALD COMPANY	AD FOR GOLF COURSE MANAGER	42047061.544000.	259.94
36610	FASTENAL COMPANY	VARIOUS TOOLS	40143410.535000.	550.48
	FASTENAL COMPANY		40143410.535000.	1,726.99
36611	HANNA FLOSS	WATER/SEWER CONSERV REBATE	40140580.549000.	50.00
36612	CRAIG A. FULLERTON	SOUND TRANSIT ACQUISITION	00102020.541000.	1,657.50
36613	DEPARTMENT OF GENERAL ADMINISTRATI	STATE PURCHASING COOP SUBSCRIPT	50148058.549000.	1,000.00
36614	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.72 TONS	40142480.531320.	3,205.34
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.74 TONS	40142480.531320.	3,210.80
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.86 TONS	40142480.531320.	3,243.63
36615	LIZ GREENE	MILEAGE TO JAIL-COURT CALENDAR	00100050.543000.	22.70
36616	HAGGEN, INC.	FINANCE CHARGE	00103010.549000.	0.57
	HAGGEN, INC.	FOOD FOR DISPATCH 12/10/06	00103010.549000.	8.49
	HAGGEN, INC.	FOOD FOR DISPATCH 12/09/06	00103010.549000.	11.57
	HAGGEN, INC.	FOOD FOR DISPATCH 12/17/06	00103010.549000.	11.85
	HAGGEN, INC.	FOOD FOR DISPATCH 12/22/06	00103010.549000.	13.99
	HAGGEN, INC.	FOOD FOR DISPATCH 12/1/06	00103010.549000.	16.50
36617	HAMPTON, KRISTIE	UB 334320000000 4320 149TH PL	401.122110.	50.08
	HAMPTON, KRISTIE		401.122130.	15.00
36618	HD FOWLER COMPANY	MISC PARTS	401.141400.	6.97
	HD FOWLER COMPANY	3/4" METER	401.141400.	105.11
	HD FOWLER COMPANY	MISC BRASS PARTS	401.141400.	241.01
	HD FOWLER COMPANY	3/4" METERS	401.141400.	257.76
	HD FOWLER COMPANY	MISC COUPLINGS, VALVES, ETC.	401.141400.	832.78
	HD FOWLER COMPANY	OIL FILLED GUAGES	40140480.531000.	248.53
	HD FOWLER COMPANY	STAKING FLAGS, METER WRENCHES	501.141100.	135.97
36619	HD SUPPLY WATERWORKS, LTD	36" X 100' ROLL SILT FENCE	40143780.531000.	108.50
36620	DEPARTMENT OF HEALTH	WATER WORKS OPERATOR CERTIF	00102020.549000.	42.00
36621	HEXAGRAM, INC	RETAINAGE ON PAY ESTIMATE #1	401.223400.	-19,266.05
	HEXAGRAM, INC		40100034.560000.W0607	418,073.29
36622	HOME DEPOT CREDIT SVCS	HEATER - COMFORD PARK RESTROOM	00105380.531000.	32.52
36623	IOS CAPITAL	COPIER RENTAL KBSCC 1/31/07	00105250.545000.	41.88
	IOS CAPITAL	COPIER RENTAL WWTP 1/29/07	40142480.545000.	136.72
36624	INVICTUS TACTICAL COMPANY	LAW DOG TRAINING-LAS VEGAS	00103222.549100.	825.00

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36625	JUBIE CONSTRUCTION	RECOVERY CONTRACT #185 SEWER	401.253000.	3,489.20
36626	KAFE' NEO MARYSVILLE	FOOD JANUARY POTLUCK KBSCC	10605250.549000.	54.23
36627	SHANNON KARUS	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
36628	THE KIPLINGER TAX LETTER	2007 SUBSCRIPTION	00101023.549000.	89.00
36629	KIRKLAND MUNICIPAL COURT	BAIL -LITTLE, ERIC J.	001.229050.	1,500.00
36630	LASTING IMPRESSIONS INC	BASKETBALL SHIRTS LATE REGIST.	00105120.531040.	81.97
	LASTING IMPRESSIONS INC	3 BASKETBALL CAMP T SHIRTS	00105120.531090.	74.05
36631	LOCAL GOVERNMENT COMMISSION	NEW PARTNERS CONFRNC-PHILLIPS	00100060.549000.	279.00
36632	THOMAS MADER	WATER SEWER CONSERVE REBATE	40140580.549000.	50.00
36633	MAKERS	MARYSVILLE GATEWAY	00102020.541000.	765.00
36634	MARSH, JOHN & KENDRA	UB 987217000000 7217 35TH ST N	401.122130.	18.58
36635	MARYSVILLE FIRE DISTRICT	HAND SANTIZER WIPES	00105120.531040.	71.42
36636	MARYSVILLE GLOBE	LEGAL ADS	00102020.544000.	55.37
	MARYSVILLE GLOBE	RENEW SUBSCRIPTION KBSCC	00105250.531000.	34.00
	MARYSVILLE GLOBE	AD FOR PART TIME PROGRAM CLERK	00105380.544000.	68.90
36637	MARYSVILLE PRINTING	ENVELOPES	00102020.531000.	64.18
	MARYSVILLE PRINTING	SPRING SOCCER FLYERS	00105120.531030.	510.31
	MARYSVILLE PRINTING	LETTERHEAD - PARKS & REC	00105380.531000.	81.92
	MARYSVILLE PRINTING	"RAIN CHECK" CARDS-GOLF	42047267.531000.	51.00
36638	CITY OF MARYSVILLE	6802 84 ST-WATER, GARBG, SEWER	42047267.547000.	357.80
36639	MCEVOY OIL CO.	MONTHLY DIESEL FUEL GENERATOR	00100010.547000.	50.00
	MCEVOY OIL CO.		40143880.532000.	467.36
36640	MENDOZA, NADINE & ALFREDO REYES	UB 570703855001 17721 SPRING L	401.122110.	129.66
36641	MICROFLEX INC	TAX AUDIT PROGRAM - DEC 2006	00101023.541000.	45.70
36642	JAMES MOIR	REFUND DEPOSIT KBSCC	001.239100.	200.00
36643	MARIE O'CONNELL PARLIAMENTARY UNIT	MOPU ANNUAL DUES	00101130.549000.	10.00
36644	NEXTEL COMMUNICATIONS	PHONE/RADIO CHARGES	00102020.542000.	257.47
	NEXTEL COMMUNICATIONS	CELL PHONE-ADMINISTRATION	00103010.542000.	236.34
	NEXTEL COMMUNICATIONS	CELL PHONE-INVESTIGATIONS	00103121.542000.	342.41
	NEXTEL COMMUNICATIONS	CELL PHONE-PATROL	00103222.542000.	1,280.29
	NEXTEL COMMUNICATIONS	CELL PHONE -SRO	00103528.542000.	98.98
	NEXTEL COMMUNICATIONS	CELL PHONE- CRIME PREVENTION	00103630.542000.	48.78
	NEXTEL COMMUNICATIONS	CELL PHONE-CUSTODY	00103960.542000.	77.69
	NEXTEL COMMUNICATIONS	CELL PHONE-ANIMAL CONTROL	00104230.542000.	51.65
36645	NORTH COAST ELECTRIC COMPANY	FLUOR LAMPS X 30	50100065.531000.	382.16
36646	NORTH COAST ELECTRIC COMPANY	MISC ELECTRICAL PARTS	40142480.531300.	35.84
	NORTH COAST ELECTRIC COMPANY		40142480.531300.	1,534.16
36647	NORTHWEST CASCADE INC	HONEY BUCKET W/WAIVER	00105380.545000.	102.18
36648	WORTH NORTON	IT SUPPLIES, IT TRAVEL	50300090.531000.	446.09
	WORTH NORTON		50300090.543000.	23.60
36649	OFFICE DEPOT	INK CARTRIDGES, 3" BINDERS	00100020.531000.	12.33
	OFFICE DEPOT	COPIER PAPER, OFFICE SUPPLIES	00100020.531000.	27.68
	OFFICE DEPOT	OFFICE SUPPLIES	00100050.531000.	14.43
	OFFICE DEPOT		00100050.531000.	45.48
	OFFICE DEPOT		00100050.531000.	66.45
	OFFICE DEPOT		00100050.531000.	67.57
	OFFICE DEPOT		00100110.531000.	14.95
	OFFICE DEPOT		00100310.531000.	14.94
	OFFICE DEPOT	COPIER PAPER, OFFICE SUPPLIES	00102020.531000.	27.68
	OFFICE DEPOT	LABLES	00102020.531000.	31.46
	OFFICE DEPOT	LASER LABELS, COPY PAPER	00103010.531000.	4.01
	OFFICE DEPOT	AUDIO CASSETTES	00103121.531000.	62.13

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36649	OFFICE DEPOT	LASER LABELS, COPY PAPER	00103222.531000.	129.95
	OFFICE DEPOT	ZEROX TONERS	00103960.531000.	865.64
	OFFICE DEPOT	SMEAD END-TAB COLORED	00104190.531000.	65.34
	OFFICE DEPOT	CREDIT- CALENDAR	00105380.531000.	-12.34
	OFFICE DEPOT	CALENDAR	00105380.531000.	12.34
	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	188.79
	OFFICE DEPOT	INK CARTRIDGES, 3" BINDERS	10111230.531000.	1.54
	OFFICE DEPOT		40142480.531000.	1.54
	OFFICE DEPOT	PLANNER, CALENDAR	40143410.531000.	7.72
	OFFICE DEPOT	INK CARTRIDGES, 3" BINDERS	40143410.531000.	12.33
	OFFICE DEPOT	COPIER PAPER, OFFICE SUPPLIES	40143410.531000.	27.68
	OFFICE DEPOT		40143410.531000.	36.38
	OFFICE DEPOT	INK CARTRIDGES, 3" BINDERS	40143410.531000.	53.30
	OFFICE DEPOT	PLANNER, CALENDAR	40145040.531000.	19.96
	OFFICE DEPOT	COPIER PAPER, OFFICE SUPPLIES	40145040.531000.	27.26
	OFFICE DEPOT	INK CARTRIDGES, 3" BINDERS	50100065.531000.	1.54
	OFFICE DEPOT	COPIER PAPER, OFFICE SUPPLIES	50100065.531000.	4.60
	OFFICE DEPOT	INK CARTRIDGES, 3" BINDERS	50200050.531000.	1.53
	OFFICE DEPOT	COPIER PAPER, OFFICE SUPPLIES	50200050.531000.	4.60
36650	ORIENTAL TRADING CO INC	SUPPLIES FATHER/DAUGHTER DANCE	00105120.531050.	97.89
36651	OVERALL LAUNDRY SERVICES INC	MAT CLEANING WWTP	40142480.598100.	7.91
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING- MEZZANINE	40143780.549000.	13.55
	OVERALL LAUNDRY SERVICES INC		40143780.549000.	20.21
	OVERALL LAUNDRY SERVICES INC	CLEAN MECHANICS UNIFORMS	42047165.526000.	21.50
36652	PACIFIC POWER BATTERIES	EMERG.EXIT BATTERIES,FLASHLITE	00112572.531000.	69.98
	PACIFIC POWER BATTERIES		50200050.531000.	84.63
36653	THE PARTS STORE	HOSES -PARKS MAINTENANCE	00105380.548000.	4.74
36654	PATRICKS PRINTING	ENVELOPES	00100050.531000.	187.87
	PATRICKS PRINTING	WARRANT RECALLS	00100050.531000.	281.02
	PATRICKS PRINTING	JAIL FORMS	00100050.531000.	433.50
36655	Laurie Hugdahl	CITY COUNCIL MINUTE TAKING	00101130.541000.	93.00
36656	LYNN PEAVEY COMPANY	KRAFT EVIDENCE BAGS	001.231700.	-5.87
	LYNN PEAVEY COMPANY		00104190.531000.	74.87
36657	PETROCARD SYSTEMS INC	FUEL ENGINEERING	00100020.532000.	25.39
	PETROCARD SYSTEMS INC	FUEL	00102020.532000.	355.27
	PETROCARD SYSTEMS INC	FUEL- POLICE	00103222.532000.	4,281.69
	PETROCARD SYSTEMS INC	FUEL FOR PARKS VEHICLES	00105380.532000.	488.54
	PETROCARD SYSTEMS INC	FUEL -STREETS	10111230.532000.	1,282.32
	PETROCARD SYSTEMS INC	FUEL OPERATIONS, SANITATION	40143880.532000.	3,257.73
	PETROCARD SYSTEMS INC	FUEL ENGINEERING	40145040.532000.	30.95
	PETROCARD SYSTEMS INC	FUEL OPERATIONS, SANITATION	41046060.532000.	2,693.11
	PETROCARD SYSTEMS INC	FUEL-FACILITIES	50200050.532000.	204.38
36658	PETTY CASH FUND-POLICE	MP07-0037 COMPUTER FORENSIC	00103121.531000.	32.53
36659	PETTY CASH-COMM DEV	COPYING/BALANCE RECORDING FEE	00102020.549000.	16.50
36660	SNOHOMISH COUNTY PLANNING &	FILES COPIED TO MICROFILM	00102020.549000.	1,220.00
36661	PUBLIC FINANCE INC.	LID ADMINISTRATION	00100011.549000.	102.09
	PUBLIC FINANCE INC.		45000085.549000.	918.82
36662	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 418-001-612-5	00100010.547000.	3,562.26
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 475-001-792-5	00105380.547000.	58.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-739-1	00105380.547000.	388.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 308-001-505-4	00105380.547000.	1,137.84
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 308-001-598-9	00105380.547000.	1,178.60

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36662	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 490-001-155-4	00112572.547000.	4,754.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-738-3	10110564.547000.	210.96
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 493-001-113-7	40140180.547000.	188.26
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 335-001-900-0	40140180.547000.	614.86
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 401-001-485-2	40140180.547000.	2,559.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 224-078-532-5	40141580.547000.	1,156.54
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 400-001-036-5	40142480.547000.	733.90
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 461-029-794-9	40142480.547000.	5,901.50
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 370-002-191-2	40142480.547000.	9,432.64
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 447-001-040-8	40142480.547000.	16,547.49
36663	PUGET SOUND CLEAN AIR AGENCY	2007 CLEAN AIR ASSESSMENT	00100090.549000.	11,981.00
36664	RICKER, KIM	MILEAGE PROBATION MEETING	00100050.543000.	14.16
36665	KRISTIN RIDER	REFUND DEPOSIT KBSCC	001.239100.	200.00
36666	ROBERT HALF TECHNOLOGY	IT TEMP- BAKHTIARI W.E. 12/29	50300090.541000.	864.00
	ROBERT HALF TECHNOLOGY	IT TEMP BAKHTIARI W.E. 1/05/07	50300090.541000.	1,152.00
36667	RV & MARINE SUPPLY	ANTI-FREEZE FOR PARK RESTROOMS	00105380.531000.	18.72
36668	SCIENTIFIC SUPPLY & EQUIPMENT INC	VINYL TUBING	40142480.531400.	54.78
	SCIENTIFIC SUPPLY & EQUIPMENT INC	WHITE LABELING TAPE	40142480.531400.	67.26
	SCIENTIFIC SUPPLY & EQUIPMENT INC	MFC BROTH, WHITE LABEL TAPE	40142480.531400.	208.70
	SCIENTIFIC SUPPLY & EQUIPMENT INC	TYGON TUBING	40142480.531400.	256.92
36669	SHAW ENVIRONMENTAL	CRITICAL AREA REPORT PEER REV	00102020.541000.	2,148.00
	SHAW ENVIRONMENTAL	CRITICAL AREA REORT PEER REV	00102020.541000.	2,577.50
36670	SHRED IT WESTERN WASHINGTON	SHREDDING SERVICE 1/8/07	00103010.541000.	92.40
36671	SISKUN POWER EQUIPMENT	CHOKE LEVER FOR CHAIN SAW	00105380.548000.	1.01
36672	SNO CO AUDITOR	2006 VOTER REGISTRATION FILE	00100080.551000.	39,361.42
36673	SNO CO AUDITOR	RECORDING FEES-ANX CONVENANTS	00102020.549000.	130.00
36674	SNOHOMISH COUNTY CORRECTIONS	JAIL SERVICE FEES SEPT 2006	00103960.551000.	31,363.66
	SNOHOMISH COUNTY CORRECTIONS	JAIL SERVICE FEES NOV. 2006	00103960.551000.	38,975.64
	SNOHOMISH COUNTY CORRECTIONS	JAIL SERVICE FEES OCT. 2006	00103960.551000.	39,015.45
36675	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEE 12/06	41046060.551000.	103,378.00
36676	SNOHOMISH COUNTY TOMORROW	2007 MEMBERSHIP DUES	00100090.549000.	7,273.00
36677	SOUND SAFETY PRODUCTS CO INC	VINYL GLOVES -MEDIUM & LARGE	00103960.531000.	137.82
	SOUND SAFETY PRODUCTS CO INC	1 BOOTS-PIKE	00105380.526000.	77.59
	SOUND SAFETY PRODUCTS CO INC	1 BOOTS, HEARING PROTECT-PIKE	00105380.526000.	93.17
	SOUND SAFETY PRODUCTS CO INC	3 JEANS, HEARING PROT-PALITZ	00105380.526000.	129.71
	SOUND SAFETY PRODUCTS CO INC	2 BOOTS -PALITZ	00105380.526000.	170.00
	SOUND SAFETY PRODUCTS CO INC	3 JEANS, 1 BOOTS-BACKSTROM	00105380.526000.	180.50
	SOUND SAFETY PRODUCTS CO INC	1 BOOTS, 3 JEANS-CHRISMAN	00105380.526000.	265.91
	SOUND SAFETY PRODUCTS CO INC	1 BOOTS, 3 JEANS, RAINGEAR-DAY	00105380.526000.	270.69
	SOUND SAFETY PRODUCTS CO INC	2 BOOTS, RAINGEAR, 3 JEAN-PHELPS	00105380.526000.	410.53
	SOUND SAFETY PRODUCTS CO INC	3 JEANS, 2 BOOTS: KINNEY	10110890.526000.	301.80
	SOUND SAFETY PRODUCTS CO INC	3 JEANS - J. LAMOUREUX	40143410.526200.	106.65
	SOUND SAFETY PRODUCTS CO INC	BOOTS- J. LAMOUREUX	40143410.526200.	155.24
	SOUND SAFETY PRODUCTS CO INC	BOOTS -BRYANT	40143410.526200.	159.91
	SOUND SAFETY PRODUCTS CO INC	3 JEANS, RUBBER BOOTS-BRYANT	40143410.526200.	168.98
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR (PANTS, JACKET)	501.141100.	70.48
	SOUND SAFETY PRODUCTS CO INC	GLOVES, RAINGEAR (JACKET)	501.141100.	328.13
36678	SPECIFICATION SALES	VALVES FOR COMEFORD PARK SINKS	00105380.531000.	1,216.82
36679	SPRINGBROOK NURSERY	1 YD CRUSHED ROCK	00105380.531000.	17.75
36680	STERLEY, DEAN & ANN	UB 831400000001 7229 69TH AVE	401.122110.	44.09
36681	SUPERIOR COURT OF WASHINGTON	WARRANT HANRAHAN, KEVIN P	001.229050.	2,500.00
36682	TAB NORTHWEST	ALPHA LETTERS, FOLDERS	00100050.531000.	312.02

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36683	TELWEST	ACCT # 19860	00100020.542000.	30.55
	TELWEST	ACCT# 19862	00100050.542000.	57.58
	TELWEST		00100110.542000.	46.06
	TELWEST		00100310.542000.	23.03
	TELWEST		00100720.542000.	11.52
	TELWEST		00101023.542000.	34.54
	TELWEST		00101130.542000.	5.76
	TELWEST	ACCT # 19860	00102020.542000.	76.38
	TELWEST	ACCT # 19863	00103010.542000.	189.14
	TELWEST		00103222.542000.	151.67
	TELWEST	ACCT# 19862	00103530.542000.	368.48
	TELWEST	ACCT # 19863	00103960.542000.	24.54
	TELWEST		00104000.542000.	15.34
	TELWEST		00104190.542000.	24.54
	TELWEST		00105250.542000.	18.40
	TELWEST		00105380.542000.	291.39
	TELWEST	ACCT# 19862	00143523.542000.	40.28
	TELWEST	ACCT # 19860	10111230.542000.	34.30
	TELWEST		40142480.542000.	30.56
	TELWEST		40143410.542000.	421.62
	TELWEST		41046170.542000.	3.06
	TELWEST	ACCT # 19863	42047061.542000.	6.14
	TELWEST	ACCT # 19860	50100065.542000.	21.38
	TELWEST		50200050.542000.	6.11
	TELWEST	ACCT# 19862	50300090.542000.	17.28
36684	TERRA RESOURCE GROUP	TEMP WORKER- STARCHER	00100050.541000.	796.80
	TERRA RESOURCE GROUP	TEMP WORKS: BAGLEY, CRAWFORD	10110130.541000.	591.36
	TERRA RESOURCE GROUP		40145040.541000.	668.16
36685	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTIFICATION DEC 06	40141180.541000.	154.10
36686	VAL-MATIC VALVE AND MANUFACTURING	FLOAT REPAIR KIT	401.231700.	-45.03
	VAL-MATIC VALVE AND MANUFACTURING		40142480.548000.	574.73
36687	VERIZON NORTHWEST	ACCT 102778795907	40143410.542000.	60.38
36688	WA CITY/COUNTY MGMT ASSOC	2007 WCMA DUES	00100110.549000.	153.00
36689	WSU PESTICIDE EDUCATION	PESTICIDE RECERT CLASS 3/28-29	00105380.549000.	480.00
36690	WASTE MANAGEMENT NORTHWEST	RESID SVC CARETAKERS-DEERING	00105380.547000.	53.08
36691	WESTERN FACILITIES SUPPLY INC	CUPS, CLEANING SUPPLIES	00103960.531000.	278.55
	WESTERN FACILITIES SUPPLY INC	CLEANING & MISC PAPER SUPPLIES	00103960.531000.	387.84
	WESTERN FACILITIES SUPPLY INC	TOWELS, TISSUES FOR RESTAURANT	42047165.531700.	154.91
36692	WASHINGTON FINANCE OFFICERS ASSOC	MEMBERSHIP DUES	00101023.549000.	100.00
	WASHINGTON FINANCE OFFICERS ASSOC		00143523.549000.	50.00
36693	WHATCOM COUNTY PARK &	RANGE RENTAL FEE	00103740.545000.	5,273.75
36694	WHATCOM COUNTY AS FINANCE	4TH QTR 06-TRANSPORT PRISONERS	00103960.551000.	3,639.25
36695	WOLF, ALVINA & ROBERT	UB 470780000000 5319 143RD PL	401.122110.	110.05
36696	WWGCSA	SUPT ASSOC CLASS A MEMBERSHIP	42047165.549000.	200.00
36697	XEROX DIRECT	CYAN TONER FOR PHASER 6100	00103960.531000.	298.34
36698	YANEZ, MIRIAM	UB 840100735003 6509 81ST DR N	401.122110.	26.33
36699	YANEZ, MIRIAM		401.122110.	123.85
36700	YINGLING, MICHAEL	UB 820930650001 6324 70TH ST N	401.122110.	125.75

DATE: 1/24/2007
TIME: 2:24:26PM




CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/24/2007 TO 1/24/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
WARRANT TOTAL:				<u>1,434,186.91</u>
Less Voids:				
		CK # 35394		(371.24)
		CK # 35335		(371.24)
		CK # 36260		(520.00)
				 <u>1,432,924.43</u>

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 12, 2007

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the January 19, 2007 payroll in the amount \$750,919.06 Check No.'s 17345 through 17411.

COUNCIL ACTION:

BLANKET CERTIFICATION
PAYROLL
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 **PAYROLL** IN THE AMOUNT OF \$750,919.06 PAID BY **CHECK NO.'S 17345 THROUGH 17411** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

J. Hungen 1/29/07
AUDITING OFFICER DATE

Dennis Z Kendall 1/30/07
MAYOR DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **19TH DAY OF JANUARY 2007.**

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER



COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 12, 2007

AGENDA ITEM: Visitor and Community Information Center Services Agreement	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Proposed Agreement	APPROVED BY:	
	MAYOR 	CAO 
BUDGET CODE:	AMOUNT:	

The City of Marysville has contracted with The Greater Marysville Tulalip Chamber of Commerce for visitor and community information services for the past two years. The latest contract expired December 31, 2006 and both the City and the Chamber wish to renew this agreement.

The City of Marysville together with the Greater Marysville Tulalip Chamber of Commerce and the Tulalip Tribes have worked together on a joint efforts to foster economic growth in our community.

Discussion between the City and Chamber regarding the renewal of this agreement as led to a request to increase the agreement amount from \$24,000 to \$31,000.

RECOMMENDED ACTION: Authorize the Mayor to sign the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce and City of Marysville.
COUNCIL ACTION:

VISITOR & COMMUNITY INFORMATION CENTER
SERVICES AGREEMENT

THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE
& CITY OF MARYSVILLE

The CITY OF MARYSVILLE, a first-class municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 1049 State Avenue, Marysville, Washington, 98270, and THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE, 8825 34th Avenue NE, Suite C, Marysville, Washington, 98271 (hereinafter the "Contractor"), in consideration of the mutual covenants herein, do hereby agree as follows:

- I. PURPOSE: This Agreement covers the partial funding of a Visitor & Community Information Center which is a joint economic development project of The Greater Marysville Tulalip Chamber of Commerce, the City of Marysville and the Tulalip Tribes.
- II. TERM OF AGREEMENT: Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2007 to December 31, 2007, both dates inclusive.
- III. LIAISON: The City's officer responsible for this Agreement is Mary Swenson, the Chief Administrative Officer. The Contractor's responsible person is Caldie Rogers, the President/CEO.
- IV. SCOPE OF WORK: See Exhibit "A" attached and incorporated herein by this reference.
- V. PAYMENT: Contractor shall be paid \$31,000.00 per year payable in the first quarter of 2006.
- VI. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.
- VII. LIABILITY AND INSURANCE: The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Workers Compensation	Statutory Amount
B. Broad Form comprehensive General Liability	\$1,000,000

C. Automobile Liability

\$ 500,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VII will be submitted to the City annually. The City, its officers, agents and employees shall be named as additional insured's as it respects the obligations under this agreement.

VIII. COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, and codes and statutes of the State and local governments.

IX. DEFAULT AND REMEDIES:

A. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated by the non-defaulting party upon seven (7) days written notice (delivered by certified mail).

B. In the event of default by either party, the non-defaulting party may, at its option, bring suit to either recover damages resulting from the default or, alternatively, seek specific performance of this Agreement.

C. Should a party file suit to enforce the provisions of this Agreement, including without limitation a suit seeking damages for default, the substantially prevailing party shall be entitled to recoup its legal expenses, including reasonable attorney's fees incurred, in connection with such effort.

D. If either party defaults without legal excuse in timely fulfilling any monetary obligation owed to the other party hereunder, the obligation shall bear 12% simple interest from the date of default until paid in full.

X. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XI. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the

provisions contained therein, shall be instituted and maintained only in Snohomish County Superior Court, Everett, Washington.

- XII. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including workers' compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

EXECUTED, this the _____ day of _____, 2007, for the Contractor,
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

EXECUTED, this the _____ day of _____, 2007, for the
CITY OF MARYSVILLE:

Attest: _____

Approved as to form:

Departmental Approval:

EXHIBIT A

VISITOR & COMMUNITY INFORMATION CENTER

SCOPE OF WORK

The goal of the Visitor & Community Information Center (VCIC) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place to visit whether for leisure, business, or culture with a focus on enhancing the visibility and growth of businesses within the visitor market; and 2) promoting the greater Marysville Tulalip area as a desirable place to invest and live in.

Free travel and recreation counseling services will be provided to visitors and residents 9:00 a.m. to 5:00 p.m., seven days a week from Memorial Day through Labor Day and Mondays through Fridays from Labor Day to Memorial Day. Free community and business information will be provided to residents, current and potential investors and businesses year-round Mondays through Fridays from 9:00 a.m. to 5:00 p.m.

A summary of contacts and services rendered will be tracked and reported monthly in writing to the City's project manager.

The Chamber's scope of work regarding the Visitor & Community Information Center will include:

- Organize and coordinate an ongoing Volunteer Travel Counselor Development Program to include recruitment, placement, training, supervising, recognition and evaluation of volunteers;
- Plan and direct the activities of the Visitor & Community Information Center including: developing a comprehensive information network, monitoring and updating changes in information, collecting and distributing literature and materials, providing promotional display areas in the Visitor & Community Information Center, and providing Voter's Registration services;
- Develop cooperative relations with local and statewide chambers of commerce, information centers, visitor and convention bureaus, local community service organizations, other tourist attractions and the State of Washington's Division of Tourism, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
- Coordinate approved public use of chamber facilities including scheduling use, supervising and monitoring use, assisting users as required, and identifying and reporting safety and maintenance concerns;

- Maintain and distribute literature and materials reasonably required for the proper and efficient operation of the Visitor & Community Information Center;
- Collect and display tourism and recreation promotional videos;
- Maintain a record keeping system, resource library and community information data bases;
- Manage the administrative functions of the Visitor & Community Information Program including: recruiting, hiring, training, supervising and evaluating the Visitor Services staff, includes full-time, part-time, temporary, interns and students.
- Serve as a distribution point for materials generated and provided by the City's economic development committees.
- Assist the City's economic development efforts by providing available information to committees as requested.
- Direct businesses seeking relocation to the City's Community Development Director or appropriate City staff.
- Provide a monthly report documenting businesses seeking location and/or relocation to the region.
- Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.

In an effort to keep all parties informed with the progress and successes of this agreement the parties agree to the following:

- The Chamber President will meet on a monthly basis with the City's Chief Administrative Officer to ensure adequate lines of communication exist between both parties.
- The Chamber President/CEO and four Chamber Board members will meet with the Mayor, Chief Administrative Officer and three Council members, on an as needed basis to review the status of the contract.

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 12, 2006

AGENDA ITEM: Snohomish County PFN 05-120595 SD Rakestraw – Final Subdivision	AGENDA SECTION:	
PREPARED BY: Chris Holland, Senior Planner <i>CH</i>	AGENDA NUMBER:	
ATTACHMENTS: Final Subdivision Map	APPROVED BY: <i>[Signature]</i>	
	MAYOR <i>[Signature]</i>	CAO <i>[Signature]</i>
BUDGET CODE:	AMOUNT:	

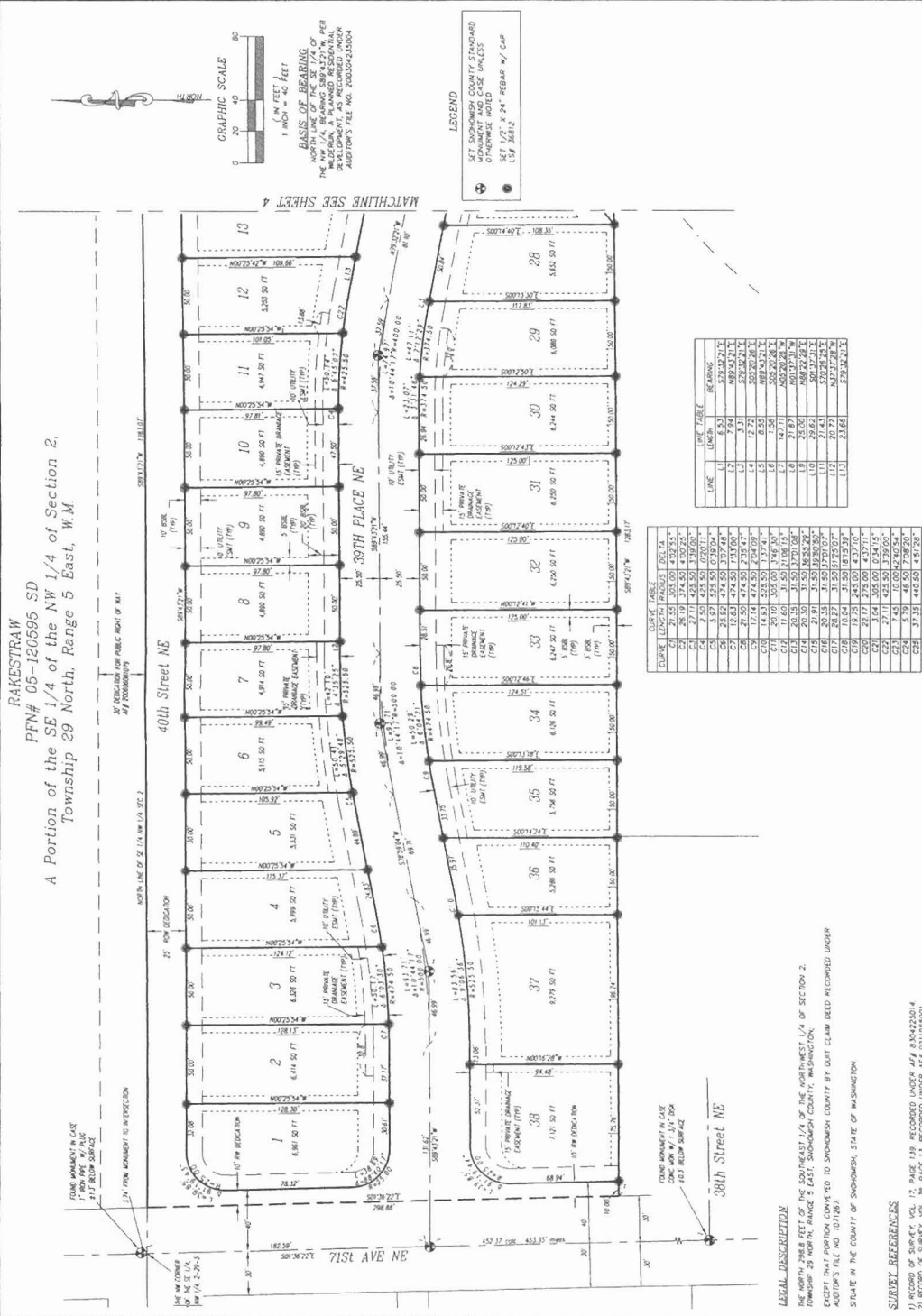
Snohomish County PDS granted Preliminary Subdivision approval for a 38-lot subdivision, known as “Rakestraw,” located east of 71st Avenue NE within the 3900 block (see attached subdivision map). Snohomish County PDS is in the process of conducting final subdivision review, however, this area was annexed (Sunnyside-Whiskey Ridge Annexation) into the City of Marysville, on December 1, 2006, prior to recording of the final subdivision.

Since, the property was annexed into the City, prior to being recorded by Snohomish County, the public road(s), constructed within the subdivision, are required to be dedicated to the City. Therefore, after satisfaction of all of the conditions of approval, Snohomish County will transfer the final subdivision mylar to the City for recording, which requires the Mayor’s signature of approval.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor to sign the final mylar for the subdivision known as “Rakestraw.”

COUNCIL ACTION:



RAKESTRAW
 PPN# 05-120595 SD
 A Portion of the SE 1/4 of the NW 1/4 of Section 2,
 Township 29 North, Range 5 East, W.M.



NorthStar Land Surveying
 A Division of Peak Engineering, Inc.
 601 Delta Ave
 Marysville, WA 98270
 360.658.6986
 www.northstaris.com

RAKESTRAW
 PPN# 05-120595 SD
 A Portion of the SE 1/4 of the NW 1/4 of Section 2,
 Township 29 North, Range 5 East, W.M.

DATE: JANUARY 9, 2007
 JOB: 544
 SHEET: 3 OF 4



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	27.71	425.50	139.00
C2	26.19	374.50	130.25
C3	27.71	425.50	139.00
C4	26.19	374.50	130.25
C5	27.71	425.50	139.00
C6	26.19	374.50	130.25
C7	27.71	425.50	139.00
C8	26.19	374.50	130.25
C9	27.71	425.50	139.00
C10	26.19	374.50	130.25
C11	27.71	425.50	139.00
C12	26.19	374.50	130.25
C13	27.71	425.50	139.00
C14	26.19	374.50	130.25
C15	27.71	425.50	139.00
C16	26.19	374.50	130.25
C17	27.71	425.50	139.00
C18	26.19	374.50	130.25
C19	27.71	425.50	139.00
C20	26.19	374.50	130.25
C21	27.71	425.50	139.00
C22	26.19	374.50	130.25
C23	27.71	425.50	139.00
C24	26.19	374.50	130.25
C25	27.71	425.50	139.00
C26	26.19	374.50	130.25
C27	27.71	425.50	139.00
C28	26.19	374.50	130.25
C29	27.71	425.50	139.00
C30	26.19	374.50	130.25
C31	27.71	425.50	139.00
C32	26.19	374.50	130.25
C33	27.71	425.50	139.00
C34	26.19	374.50	130.25
C35	27.71	425.50	139.00
C36	26.19	374.50	130.25
C37	27.71	425.50	139.00
C38	26.19	374.50	130.25

LINE TABLE

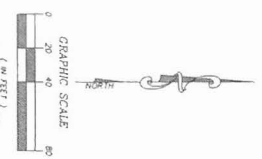
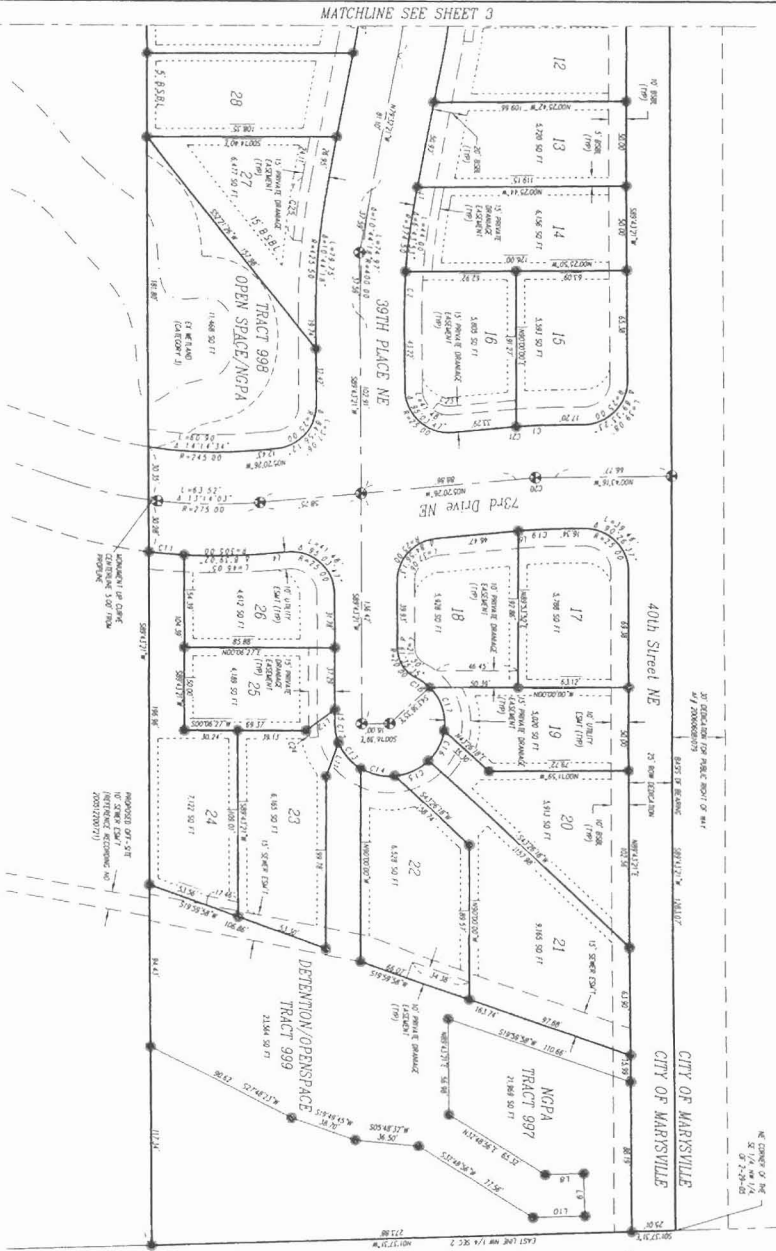
LINE	LINE	LENGTH	BEARING
1	L1	6.53	S79.24.21.1
2	L2	1.31	S79.24.21.1
3	L3	3.31	S79.24.21.1
4	L4	17.29	S52.20.28.1
5	L5	6.53	S89.54.21.1
6	L6	2.87	S01.17.31.1
7	L7	142.71	S55.20.28.1
8	L8	2.87	S01.17.31.1
9	L9	6.53	S79.24.21.1
10	L10	29.62	S01.17.31.1
11	L11	21.43	S72.24.21.1
12	L12	3.31	S79.24.21.1
13	L13	53.66	S32.24.21.1

LEGAL DESCRIPTION
 THE NORTH 3/8 & WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2,
 TOWNSHIP 29 NORTH, RANGE 5 EAST, SNOHOMISH COUNTY, WASHINGTON,
 EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY OIL CLAIM DEED RECORDED UNDER
 AUDITOR'S FILE NO. 107187,
 SQUARE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

SURVEY REFERENCES
 1) RECORD OF SURVEY, VOL. 17, PAGE 139, RECORDED UNDER A/F 834722014
 2) RECORD OF SURVEY, VOL. 38, PAGE 13, RECORDED UNDER A/F 971055001
 3) RECORD OF SURVEY, VOL. 38, PAGE 14, RECORDED UNDER A/F 971055001
 4) PLAN OF MCDONNELL EAST DIVISION 8, RECORDED UNDER A/F 20041208421

SHEET INDEX
 SHEET 1: SUBDIVISION KNOWLEDGMENTS, APPROVALS
 SHEET 2: EASEMENT PROVISIONS, RESTRICTIONS AND CONDITIONS OF
 SHEET 3: SUBDIVISION LAYOUT, GENERAL NOTES, SURVEY REFERENCES
 SHEET 4: SUBDIVISION LAYOUT, LEGAL DESCRIPTION, SURVEY REFERENCES
 SHEET 5: SUBDIVISION LAYOUT, CONT.

RAKESTRAW
PFN# 05-120595 SD
A Portion of the SE 1/4 of the NW 1/4 of Section 2,
Township 29 North, Range 5 East, W.M.



SHEET INDEX

SHEET 1: DEDICATION, ACKNOWLEDGMENTS, APPROVALS,
SHEET 2: EXISTING AND PROPOSED RESTRICTIONS AND CONDITIONS OF
PROTECTION AND/STABILIZATION, GENERAL NOTES, SUBMISSION INFORMATION
SHEET 3: SUBMISSION INFORMATION, LEGAL DESCRIPTION, SHEET REFERENCES
SHEET 4: SUBMISSION INFORMATION



RAKESTRAW
PFN# 05-120595 SD

A Portion of the SE 1/4 of the NW 1/4 of Section 2,
Township 29 North, Range 5 East, W.M.

DATE: JANUARY 17, 2007

JOB: 544

SHEET: 4 OF 4

NorthStar Land Surveying
A Division of Peak Engineering, Inc.
601 Davis Ave
505 658-5956
www.northstar.com

RAKESTRAW
PFN# 05-120595 SD
A Portion of the SE 1/4 of the NW 1/4 of Section 2,
Township 29 North, Range 5 East, W.M.

DRAINAGE FACILITY MAINTENANCE COVENANT

THE OWNER AND COUNTY PROPRIETORS OF THE LOTS HEREIN BY THIS COVENANT... THE CITY OF MARYSVILLE... THE COUNTY OF SNOHOMISH... THE GENERAL PUBLIC... THE CITY OF MARYSVILLE... THE COUNTY OF SNOHOMISH... THE GENERAL PUBLIC... THE CITY OF MARYSVILLE... THE COUNTY OF SNOHOMISH... THE GENERAL PUBLIC...

1) CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY... 2) IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED... 3) IF CITY IS REQUIRED TO ACT AS RESULT OF GRANTEE'S FAILURE TO COMPLY WITH THIS COVENANT... 4) GRANTEE SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE AND REPAIRS...

5) GRANTEE SHALL MAINTAIN THE FACILITIES IN ACCORDANCE WITH THE CITY ENGINEERING DESIGN AND DEVELOPMENT STANDARDS... 6) GRANTEE SHALL MAINTAIN THE FACILITIES IN ACCORDANCE WITH THE CITY ENGINEERING DESIGN AND DEVELOPMENT STANDARDS...

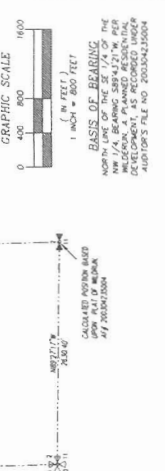
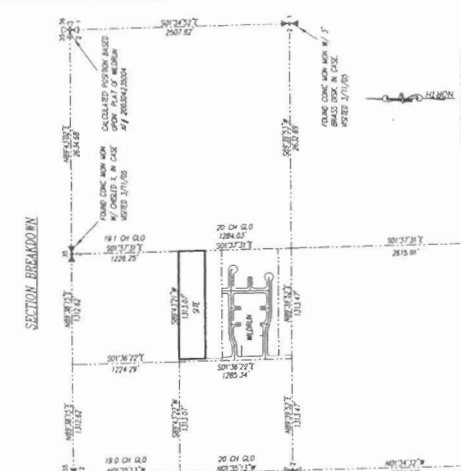
7) GRANTEE SHALL MAINTAIN THE FACILITIES IN ACCORDANCE WITH THE CITY ENGINEERING DESIGN AND DEVELOPMENT STANDARDS... 8) GRANTEE SHALL MAINTAIN THE FACILITIES IN ACCORDANCE WITH THE CITY ENGINEERING DESIGN AND DEVELOPMENT STANDARDS...

NOTES

- 1. SURVEY WAS DERIVED FROM INFORMATION CONTAINED IN FILE REPORT PER... 2. THE INFORMATION SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY... 3. INSTRUMENTATION FOR THIS SURVEY WAS A LEICA TCM 1105 PLUS TOTAL STATION... 4. FIELD TRAVERSE AND STATION OCCUPATIONS MEETING OR EXCEEDING STANDARDS SET BY IAC 132-132-090

EASEMENTS, PROVISIONS

- 1) THE EASEMENTS AND PROVISIONS SET FORTH IN THIS COVENANT... 2) AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THIS PROPERTY... 3) SUBJECT TO CITY OF MARYSVILLE RECREATION CONTRACT NO. 263 AND THE TERMS AND CONDITIONS THEREOF... 4) SUBJECT TO AGREEMENT FOR SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF...

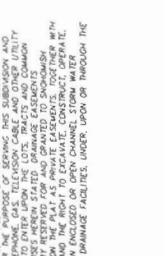


SHEET INDEX
SHEET 1 REGULATION ACKNOWLEDGMENTS, APPROVALS
SHEET 2 EASEMENTS, PROVISIONS
SHEET 3 SUBDIVISION LAYOUT, LEGAL DESCRIPTION, SURVEY REFERENCES
SHEET 4 SUBDIVISION LAYOUT CONT.

NorthStar Land Surveying, Inc.
A Division of Peak Engineering, Inc.
601 Delta Ave 98270
360.658.6985
www.northstaris.com

RAKESTRAW
PFN# 05-120595 SD
A Portion of the SE 1/4 of the NW 1/4 of Section 2,
Township 29 North, Range 5 East, W.M.




DATE: JANUARY 9, 2007
JOB: 544
SHEET: 2 OF 4



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 12, 2007

AGENDA ITEM: Agreement for Professional Plans Examiner Service	AGENDA SECTION:
PREPARED BY: John Dorcas, Building Official	AGENDA NUMBER:
Exhibits: 1. Professional Services Agreement	APPROVED BY: 
	MAYOR  CAO 
BUDGET CODE: 00102020541000	AMOUNT:

Summary Statement:

The Community Development Department is requesting approval of a contractual agreement for Professional Plans Examiner Services associated with Community Development Department. The Building Division is requesting this contract for Pac Rim Code Services to provide Plans Examiner services to the City of Marysville. City staff will continue to conduct the majority of building plan reviews. Pac Rim provides support during periods of high permit volume in order to meet permit review timelines. This service was anticipated in the 2007 approved budget.

RECOMMENDED ACTION: Community Development Department staff recommends approval of the Agreement for personal Services to Pac Rim Services for professional Plans Examiner services.

COUNCIL ACTION:

AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is entered into between the CITY OF MARYSVILLE, a municipal Corporation, hereinafter referred to as the "CITY" and Pac Rim Code Service, Tim Nordtvedt, hereinafter referred to as "Consultant".

1. **PURPOSE.** The purpose of this Agreement is to provide for professional Plan Examiner service associated with Community Development Department for the City of Marysville, Washington.

2. **TERM OF AGREEMENT.** This Agreement will commence in January 2007 and terminate on December 31, 2007.

3. **SCOPE OF SERVICES TO BE PROVIDED.** The Consultant will review plans for Conformance with the current International Building Code Requirements, as adopted by the City. The Consultant will provide written documentation and communicate with the City staff regarding Review of residential and commercial plans. The Consultant will meet with city staff as necessary and as agreed to by the parties to discuss review procedures and comments. The Consultant may be required to perform other related work upon request.

Consultant agrees to allow the City and other persons authorized by the City to periodically review the progress of work and work product at any reasonable time.

4. **COMPENSATION.** The City will pay the Consultant at the rates described herein:

- A. Commercial structures under Plan Review shall be paid at the rates of 50% (fifty percent) or one half (1/2) of the total review fee.
- B. Inspection requests by the City: \$ 50.00

5. **INDEPENDENT CONTRACTOR.** Both the City and the Consultant agree that the Consultant will act as an independent contractor in the performance of his duties under this Agreement. Accordingly, the Consultant shall be responsible for the payment of all benefits and taxes including, but not limited to, unemployment, federal withholding for incoming tax, FICA, industrial insurance, business license fee, and any other fees, taxes or other obligations imposed by law as required.

6. **WORK PRODUCT.** The consultant agrees that all work product generated by his or her efforts will be the sole property of the City.

7. **EMPLOYMENT OF OTHERS.** The Consultant agrees to perform all work under this Agreement and will not subcontract or assign the work required under this Agreement to any other person without the express consent of the City.

8. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties. No other agreement, either written or oral, shall be binding on the parties.

DATED this _____ day of _____, 2007

CITY OF MARYSVILLE

BY _____ Mayor _____ Tim Nordtvedt-Consultant

Attest:

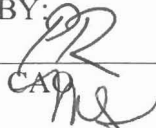

By _____ City Clerk

Approved as to form:

By _____ City Attorney

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

City Council Meeting Date: February 12, 2007

AGENDA ITEM: State Avenue 116th Street NE to 152nd Street NE Corridor Improvements <i>Supplemental PSA for Storm Drainage Design Services</i>	AGENDA SECTION: New Business
PREPARED BY: Patrick Gruenhagen, P.E., Project Manager	AGENDA NUMBER:
ATTACHMENTS: Professional Services Agreement, Supplement No. 3 Vicinity Map	APPROVED BY:  MAYOR  CAO
BUDGET CODE: 30500030.563000 / R-0301 & 40250594.563000 / D-0401	AMOUNT: \$196,585

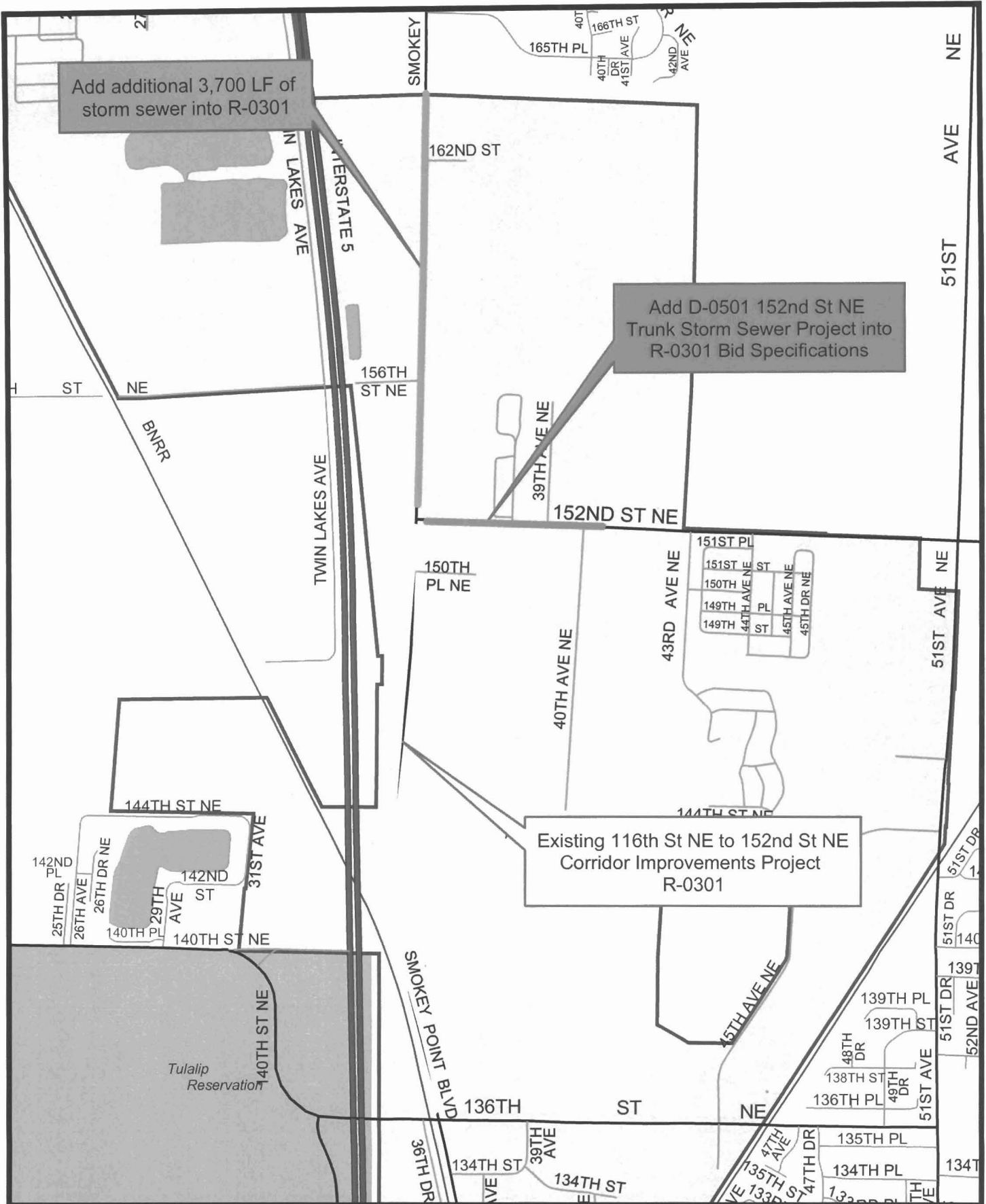
Marysville City Council formally authorized the initiation of final design for the State Avenue 116th Street NE to 152nd Street NE Corridor Improvement Project in the spring of 2006. The design team has since undertaken and advanced the project's final design package, or "PS&E," up to 60% completion. In conjunction with this progress, significant strides have also been made with regard to permitting, NEPA environmental review, and Right of Way acquisition. Consequently, the project remains on track for construction later this year.

The authorization being requested through the current Council Action would facilitate additional engineering design services in the form of storm drainage analysis and design for approximately 3,700 feet of storm sewer — to be installed on State Avenue north of 152nd Street NE — as well as engineering design services necessary to incorporate the same into the larger project's PS&E package. Additionally, the work involves the incorporation of storm drainage design elements, already complete, from the "152nd Street NE Trunk Storm Sewer" plan set into the larger project's PS&E package. Ancillary work elements include necessary topographic surveying services and potholing of potential utility conflict locations.

Cost Breakdown for Preliminary and Final Design Services:

Prof. Services, Base Contract	\$519,104.00
Management Reserve, Preliminary Design (5%)	\$25,955.00
Supplemental Agreement No. 1 (Sewer Upsizing)	\$21,033.00
Supplemental Agreement No. 2 (Final Design)	\$889,054.00
Management Reserve, Final Design (5%)	\$44,453.00
<i>(Previously Authorized)</i>	SubTotal: \$1,499,599.00
Supplemental Agreement No. 3 (Storm Drainage Design)	\$196,585.00
<i>(Current Authorization)</i>	SubTotal: \$196,585.00
NEW MAXIMUM AMOUNT PAYABLE:	\$1,696,184.00

<p>RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign Supplement No. 3 to the previously-executed Professional Services Agreement with KPFF Engineers, in the amount of \$196,585.</p>
<p>COUNCIL ACTION:</p>



Add additional 3,700 LF of storm sewer into R-0301

Add D-0501 152nd St NE Trunk Storm Sewer Project into R-0301 Bid Specifications

Existing 116th St NE to 152nd St NE Corridor Improvements Project R-0301

State Avenue 116th Street NE to 152nd Street NE Corridor Improvements

Supplemental Agreement No. 3



 MARYSVILLE CITY LIMITS





Washington State
Department of Transportation

Supplemental Agreement No. 3	Organization and Address KPFF Consulting Engineers
Agreement Number R-0301A	1601 Fifth Ave Suite 1600 Seattle, WA 98101
Project Number R-0301	Phone (206) 622-5822
Project Title State Avenue 116th Street NE to 152nd Street NE Corridor Improvements	New Maximum Amount Payable \$1,696,184
Description of Work The Consultant shall provide additional engineering design services in the form of storm drainage analysis and design for approximately 3,500 feet of storm sewer to be installed on State Avenue north of 152nd Street NE, as well as engineering design services necessary to incorporate the same into the larger project's PS&E package. Additionally, the work involves the incorporation of storm drainage design elements (already complete) from the "152nd Street NE Trunk Storm Sewer" plan set into the larger project's PS&E package. Associated work elements involve necessary topographic surveying services and potholing of potential utility conflict locations, as described in the Scope of Services attached hereto. Other additional work included supplemental traffic study and cultural resources evaluations.	

The Local Agency of the CITY OF MARYSVILLE

desires to supplement the agreement entered into with KPFF Consulting Engineers, Inc.

and executed on May 24, 2004 and identified as Agreement No. R-0301A.

and Management Reserve Authorization 01 executed on December 30, 2004 (\$8,500.00)

and Management Reserve Authorization 02 executed on January 11, 2005 (\$2,800.00)

and Management Reserve Authorization 03 executed on August 19, 2005 (\$14,655.00)

and Supplemental Agreement No. 1, executed on September 19, 2005 (\$21,033.00)

and Supplemental Agreement No. 2, executed on March 13, 2006 (\$889,054.00)

and Management Reserve Authorization 04 executed on November 29, 2006 (\$29,477.00)

and Management Reserve Authorization 05 executed on January 24, 2007 (\$10,382.00)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit B-I, Scope of Services.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Complete all requirements by August 30, 2007.

III

Section V, PAYMENT, shall be amended as follows:

The additional services as described in Exhibit B-I, attached, will cause an increase of One Hundred Ninety-Six Thousand Five Hundred Eighty-Five Dollars (\$ 196,585) as set forth in the attached Exhibit D-1 and by this reference made a part of this supplement. The Maximum Amount Payable under this Contract, including Management Reserve, shall be revised to One Million Six Hundred Ninety-Six Thousand One Hundred Eighty-Four Dollars (\$ 1,696,184).

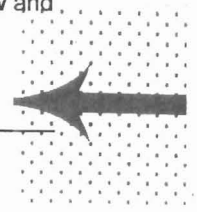
If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action. Dated this _____ day of _____, 2007.

By: Ronald J Leimkuhler, Principal


Consultant Signature

By: Dennis Kendall, Mayor

Approving Authority Signature



**EXHIBIT B-I
SCOPE OF SERVICES
STATE AVENUE
116TH STREET NE TO 152nd STREET NE CORRIDOR IMPROVEMENTS
SUPPLEMENT 03**

This Scope of Work is to detail the services required to integrate into the current State Avenue Roadway Improvements Project two additional storm drainage elements – comprised of 1) a stormwater conveyance system in Smokey Point Boulevard between 152nd Street NE and the Marysville/Arlington city limits, and 2) a stormwater conveyance system on 152nd Street NE, between State Avenue and the City’s regional detention facility to the east. The second of these elements has already been advanced to 90% completion as the “152nd Street NE Trunk Storm Sewer” contract package. This effort will involve integration of that previously-completed design into the State Avenue contract plans and specifications. The first element involves design that has not yet been undertaken and, consequently, a larger portion of the work outlined herein. By combining these designs into the larger State Avenue contract package, the City believes that consequential *efficiencies of scale* will serve to drive down the total, aggregate construction cost well below what it would have been had these been let as three separate construction projects.

The CONSULTANT shall provide all labor and services necessary to complete the work of this AGREEMENT, including all supplies, equipment, software, incidentals, and materials except as designated elsewhere in this AGREEMENT. The CONSULTANT shall submit all work to the CITY in CITY format as it is detailed in the work elements.

The final contract plans shall be stamped with the seal of the consulting engineer.

30.0 PROJECT MANAGEMENT AND QUALITY CONTROL

- A. Project Management - This Scope includes the project management and quality control and public involvement for the PS&E package for the project currently titled “State Avenue Roadway Improvements”.
1. Direction of the CONSULTANT staff and review of their work over the course of the PROJECT shall be provided. This work element includes preparing the monthly progress reports, monitoring the status of individual work elements, attending meetings, communicating outstanding information, and coordinating work items planned for the following month.
 2. Periodic monitoring of the PROJECT budget will occur over the course of the PROJECT. Current budget status shall be developed by the CONSULTANT. This work element is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for budget increases or scope modifications or reduction. In the event that such requests are deemed necessary, they shall be forwarded to the City prior to commencement of associated work, and with sufficient detail so as to allow the City adequate opportunity to understand and respond to them on their merits.

3. Drawings and documents received and generated over the course of the PROJECT require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval. The status of requested information will be monitored.

B. SUBCONSULTANT Liaison

1. Direction of the SUBCONSULTANTS and review of their work over the course of the PROJECT shall be provided by the CONSULTANT. This work element includes reviewing the status of individual work element and monthly progress reports, attending meetings, and planning work items for the following month.
2. Monthly monitoring of the SUBCONSULTANTS budget shall occur over the course of the PROJECT. Current status will be developed. This work element is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for scope/budget modifications. In the event that such requests are deemed necessary, they shall be forwarded to the City prior to commencement of associated work, and with sufficient detail so as to allow the City adequate opportunity to understand and respond to them on their merits.

C. Create and Maintain the Schedule

1. The CONSULTANT shall submit a comprehensive project schedule to the City no later than 5 working days after the date the AGREEMENT is executed. This schedule, as well as all supplemental schedules, shall be developed by a critical path method using Microsoft Project and shall show the following:
 - a. Completion of all work within the specified contract time.
 - b. The proposed order of work.
 - c. Projected starting and completion dates for major phases of the work (milestones) for the total project, as well as key subordinate tasks.
2. The CONSULTANT shall submit supplemental project schedules at the bi-weekly status meetings or whenever there has been a change in the schedule affecting the critical path, and when requested by the City. Supplemental schedules shall reflect all changes in the proposed order of work and all affects to the progress of the work.
3. Work shall consistently progress with the following major milestones:
 - a. Environmental documentation.
 - b. Permitting.
 - c. PS&E Completion / Advertisement / Award.
 - d. Right-of-way acquisition.

D. Monthly Progress Reports and Invoices

1. Monthly progress reports shall be prepared by the CONSULTANT in a format agreed to with the City's Project Design Engineer, and shall include a written report of the work performed by the CONSULTANT and SUBCONSULTANTS during the billing period.
2. Monthly invoices shall be prepared by the CONSULTANT for work activities for the prior month. These shall include SUBCONSULTANT'S work. Both the progress report and invoice shall be submitted at the same time.

Deliverables: *Monthly Progress Reports and Invoices*

E. Coordination Meetings and Field Visits

1. The CONSULTANT shall prepare for, attend, and document up to six additional coordination meetings with the City, and/or other affected agencies and SUBCONSULTANTS. Comprehensive minutes shall be prepared for each meeting by the CONSULTANT, and distributed to all participants no later than two days thereafter. The meetings will be held in the City.

F. Quality Control/Assurance (QC/QA) Review.

1. This task is for QC/QA review of CONSULTANT deliverables. The review will cover plans, cost estimates, and pertinent information on an ongoing basis. The work entails the periodic review of design criteria, assumptions, concepts, and presentation of product format, and assurances that the overall PROJECT objectives are being fulfilled.
2. Additional quality review shall be provided by the City's liaison by reviewing work in progress. Also, individual disciplines and support groups within the City will be relied upon to review and provide direction of pertinent work items, and will coordinate with the CONSULTANT'S project manager and pertinent staff members.

While the City may fulfill some quality review function, as noted, the responsibility for quality control and assurance falls primarily to the CONSULTANT. Consequently, QA/QC review shall be performed by the CONSULTANT in a manner and to an extent that ensures only minimal need for subsequent QA/QC review and correction by the City.

31.0 ENVIRONMENTAL DOCUMENTATION

Land Use: The original scope of work assumed the City would provide land use data for the forecast year. The CONSULTANT was required to compile this data after discussions with the City.

152nd Intersection: After completing the Traffic Technical Report the City informed the CONSULTANT that a driveway permit had been issued to convert the 152nd intersection from a 3 -legged approach to a 4-legged approach. This resulted in additional work, consisting of revisions to the LOS analysis and report.

Design speed: After completing the Noise Discipline Report the State Avenue design speed was revised necessitating rerunning the noise model and revising the report.

WSDOT revisions: WSDOT required a different approach for the noise analysis and the report was revised to reflect the changes.

Cultural Resources: An off-site detention basin was added to the project scope. This required a field investigation and preparation of a cultural resources memorandum report.

Project Management: Additional project management was required for these services.

STORM DRAINAGE DESIGN

Storm Drainage Design Understanding and Scope of Work: Detention and stormwater treatment will be provided for the State Avenue Roadway Improvements Project in Marysville, Washington, based on the 2001 *Washington State Department of Ecology Storm Water Management Manual for Western Washington*. In order to fulfill regulatory compliance for storm drainage, the State Avenue Roadway Improvements project will be incorporated into a regional drainage system. This Scope of Services includes hydrologic and hydraulic modeling for the regional drainage system and plans, specifications, and estimates of the regional facilities.

1. The regional drainage system will provide detention and stormwater treatment for the following areas:

State Avenue Roadway Improvements from 136th Street NE to 152nd Street NE, widening from two to five lanes (approximately 10 acres).

State Avenue Roadway Improvements from 128th Street NE to 136th Street NE, widening from three to five lanes (approximately 5 acres).

Omni Development—located on east side of State Avenue, approximately 1,000 feet north of 128th Street NE (approximately 6 acres).

37 acres located on west side of Smokey Point Boulevard, approximately 1,000 feet north of 156th Street NE.

2. The regional facilities include elements from the original Agreement Scope of Work, as well as certain new elements (aforementioned):

Stormwater conveyance and collection for State Avenue Roadway Improvements from 136th Street NE to 152nd Street NE.

128th Street Pond improvements, approximately 40-foot expansion and pump station expansion.

Stormwater conveyance along Smokey Point Boulevard from 152nd Street NE to Marysville/Arlington city limits.

152nd Street NE trunk storm sewer.

Pond 1 outlet structure modifications.

Hayho Creek floodplain storage: Analyze effect of storage in hydraulic analysis.

32.0 DESIGN DEVELOPMENT

A. Downstream Analysis:

1. Provide downstream analysis for each of the three point of compliances (POCs) including:
 - a. POC#1 located at 156th Street NE and Interstate 5.

- b. POC#2 located at 128th Street and State Avenue.
 - c. POC#3 located on Hayho Creek approximately 500 feet downstream of 136th Street at the BNSF railroad culvert.
 - 2. At each POC, we will provide a detailed field reconnaissance for at least 1/4-mile downstream.
- B. Update Sub-basin Routing
- 1. Update sub-basin routing that reflects the following:
 - a. Minimize the 128th Pond size to an expansion of approximately 40 feet to the west, which will provide stormwater treatment for the State Avenue road reconstruction and Omni Development. The 128th Pond will also provide partial detention on top of the treatment area.
 - b. A portion of the stormwater from Smokey Point Boulevard north of 152nd Street NE will be diverted to Pond 1 for additional detention in order to meet 85 release rates at 128th Street NE and State Avenue. (POC#2)
 - c. Additionally, the Smokey Point Boulevard diversion will be modified to make use of flow attenuation available in the existing 152nd Street NE/Smokey Point Boulevard pond, so that a larger volume of runoff will be diverted to Pond 1 for stormwater treatment and detention.
 - d. Over-detention storage in the floodplain along Hayho Creek will be modeled to mitigate for the diverted flow into the Hayho sub-basin.
- C. Revise sub-basin delineation and impervious area calculations based on latest State Avenue Roadway Improvements from 128th Street NE to 152nd Street NE alignment provided by KPFF, Omni Development, and approximately 37 acres of development west of Smokey Point Boulevard to be connected to Pond 1.
- D. Update Ftables for 128th Pond, Pond 1, proposed conveyance systems along State Avenue and Smokey Point Boulevard, and flood plain storage along Hayho Creek.
- E. Run HSPF for predevelopment (re-run to account for pre-developed forest for adjustment in State Avenue alignment), post-developed, and interim (same as post-developed except only Reardon and Harley portion of 37 acres completed) conditions based on updated Ftables and sub-basins.
- 1. Optimize 128th Pond and Pond 1 geometry and orifice pond configuration.
 - 2. Optimize flow splitter structures at 152nd Street NE and Smokey Point Boulevard and 128th Street NE and State Avenue.
 - 3. Size Hayho Creek floodplain storage.
 - 4. Provide City with available detention volume and stormwater treatment area in Pond 1 upon project completion.
- F. Size Conveyance Pipes with XPSWMM: Size conveyance pipes along State Avenue from 136th Street NE to 152nd Street NE and Smokey Point Boulevard from 152nd Street NE to the Marysville-Arlington boundary using XPSWMM.

- G. Update 152nd Street NE Trunk Storm Sewer Hydraulics: Update hydraulic analysis of conveyance system from the intersection of Smokey Point Boulevard and 152nd Street NE to Pond 1 with flow attenuation in the 152nd Street NE/Smokey Point Boulevard pond.
- H. Finalize 128th Street NE Pump Station Hydraulics: 128th Street NE Pump Station hydraulic analysis using XPSWMM including wet-well sizing, on-off levels, and intake and discharge pipe sizing.

Deliverables: *Electronic copy of completed model.*

33.0 HYDRAULIC REPORT

- A. Update and expand report to include discussions regarding:
 1. The revised tributary areas north of 152nd Street NE and west of Smokey Point Boulevard,
 2. Interim and final conditions for the flow control at Pond 1, where interim conditions includes only the existing developments north of 152nd Street NE,
 3. Hayho Creek floodplain storage requirements for final conditions,
 4. Hydraulics of the conveyance system north of 152nd Street NE, and
 5. The 128th Street NE pump station design.

Deliverables: *Draft Stormwater Design Report.*
Final Stormwater Design Report.

34.0 SURVEYING

- A. Field Survey: CONSULTANT shall provide Marysville with field survey of existing surface features of the site to a level adequate for the preparation of a base map for final design of the stormwater conveyance along Smokey Point Boulevard. The survey will include topography breaks, pavement and other hardscape, significant trees (over 8 inches in diameter), utilities, striping, and appurtenant drainage structures necessary for final construction documents. A utility locate service will be retained in order to locate and mark underground utilities otherwise not marked for design from a "utility one-call" report. A "reflectorless" total station instrument will be used to collect much of the data in the traveled lanes. The use of this technology should prevent the need for extensive traffic lane closures to collect much of this data. A minimum amount of traffic control will be required for opening sanitary and storm sewer structures in order to measure invert elevations and identify structure and pipe size, type, and condition.

Existing street rights-of-way and other boundary monuments will be surveyed and used to establish the existing right-of-way alignment. Adjoining property lines of record will be shown.

The area that will be surveyed and mapped will include: Smokey Point Boulevard from the street centerline to the right-of-way margin (half street) from 152nd Street NE to 300 feet south of the Marysville/Arlington city limits. The total length is approximately 3,700 linear feet. CONSULTANT shall also locate the opposite flow line of the street for graphic purposes.

This proposal assumes that the CITY will obtain property access and right-of-entry, if needed, in order that CONSULTANT field surveyors can locate utilities or other features on private property.

- B. Prepare Project Base Map: A project base map will be prepared in AutoCAD. Project base maps will be prepared at a scale of 1 inch = 20 feet with 1-foot topographic contour intervals. Existing planimetric features, utilities, significant trees, and vegetation within the project area will be located and shown in the base maps. Base maps will include Washington State Plane NAD '83 horizontal and NAVD '88 vertical datum control information (or a designated project datum) for the project area. Note: only the project sites will be surveyed in detail.

Deliverables: *Electronic AutoCAD (v.2004) files of all survey base map information will be provided to the City upon completion of work.*

Survey products include a survey base map of the associated conveyance system, parcels, easements, and topography features.

Assumptions: *We assume that no boundary surveys will be needed to establish the record boundaries of the adjoining fee simple properties. The adjoining parcel lines will be shown based on record information only and will not constitute a full boundary survey.*

The right-of-way alignment will be surveyed and fully resolved. The right-of-way margins adjoining the Storm Conveyance design will be resolved based on available record information only.

We assume that no property support such as legal descriptions for easements or property acquisition will be required for this task. Should additional work be requested pertaining to a fee simple property then the CITY will provide title reports for any properties requiring easements or property acquisition.

The CITY will obtain necessary rights-of-entry permission for private properties prior to performing field survey work.

The CITY will provide any available information as to the location of underground utilities within the surveyed area, both public and private. CONSULTANT will coordinate with utility location services to conduct potholing, if needed.

35.0 PLANS, SPECIFICATIONS AND ESTIMATE

- A. Design the 128th Street NE stormwater treatment and detention pond to accommodate a new pump station utilizing existing pumps currently owned by the City, and reconfigure grading to accommodate new pump station location.
- B. Prepare 60 percent, 90 percent and Final construction plan and profile drawings and detail drawings for the stormwater collection and conveyance system in Smokey Point Boulevard between 152nd Street NE and the Marysville/Arlington city limits.

- C. Integrate the 152nd Trunk Storm Sewer plans into the existing State Avenue plan set format. This includes updating plan sheet drafting standards, standard notes, alignment references, details and sheet match-lines.
- D. Prepare additional special provisions for new pump station and new flow splitter designed by CONSULTANT. Special provisions will be prepared in CITY standard format for unit price contracts.
- E. Prepare opinions of probable construction cost for elements above. Coordinate identification of bid items and creation of bid proposal for elements previously designed under a separate contract that are to be integrated into the State Avenue plans.

Deliverables: *60 percent, 90 percent and Final Plans for 128th Street Pond modifications and pump station modifications.*

Plans for Smokey Point Boulevard from 152nd Street to Marysville/Arlington City limits.

90 percent and 100 percent Plans for 152nd Trunk Storm Sewer.

60 percent, 90 percent, and Final Cost Opinion.

60 percent, 90 percent, and Final Special Provisions.

Assumptions: *Design will be accomplished within a four-month timeframe.*

As-built survey of the 128th Street NE pond to be provided by City.

Modifications to pumping station will include a total of (2) 5 horsepower pumps and (2) 15 horsepower pumps where one of the 15 horsepower pumps will act as a redundant pump.

Geotechnical/groundwater information required for storm drainage design and the 128th pond design will be provided by CONSULTANT.

No effort is included for participation in any permitting, public involvement, or Council Briefings for the two additional storm drainage elements that are being incorporated into the State Avenue plans.

All review and edit comments from the CITY shall be consolidated into one set of consistent (i.e., non-conflicting) written comments prior to transmittal to CONSULTANT for revisions.

If the CITY requests the WSDOT Northwest Region Stormwater Report Checklist and Template (June 2003), this will be undertaken as new additional work, and additional budget will need to be negotiated.

CONSULTANT shall provide services during project bidding. CONSULTANT will not provide support services during project award, construction, or closeout.

All project environmental documentation which may be necessary due to this Supplement will be provided by others.

The electrical design for the pump station will be provided by design vendor to SUBCONSULTANT, and paid for as a direct expense to SUBCONSULTANT.

Utility Potholing (Contingency): CONSULTANT will hire a SUBCONSULTANT for the purpose of potholing the project site in order to accurately locate any utilities that need to be accounted and/or moved during the design and construction process. \$10,000 has been allocated for this service. This work will only be executed with specific written authorization to proceed.

END OF STORM DRAINAGE DESIGN

36.0 COST ESTIMATE AND SPECIFICATIONS

- A. The CONSULTANT shall review and prepare a 60 percent, 90 percent, and final construction cost estimate for all construction elements. Unit prices shall be reviewed and agreed upon for consistency between prime consultant and SUBCONSULTANTS.
- B. The CONSULTANT shall prepare contract specifications per the City's requirements. The draft specifications will be submitted with 90 percent Plans and Cost Estimate.
 1. Subconsultant plans and cost estimates shall be reviewed for consistency with previous plans format and presentation relative to clarity of bid items and work included within each bid item.
 2. Draft specifications from SUBCONSULTANTS will be reviewed and revised as necessary to provide consistency throughout the Bid Documents regarding work included within each unit bid item within the Bid Proposal.
 3. Format of quantity calculations for each bid item will be agreed upon, and revised as needed to provide consistent deliverable for all work within the Bid Documents.

Deliverables: *Preliminary and final Specifications, Cost Estimate, and Documentation.*

END OF SCOPE OF WORK

EXHIBIT D-I

**STATE AVENUE
116TH STREET NE TO 152nd STREET NE CORRIDOR IMPROVEMENTS
SUPPLEMENT 03**

**KPFF
CONSULTANT FEE DETERMINATION
SUMMARY OF COST**

State Avenue - Supplement 03

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	\$52.00	7	\$364.00
Project Manager	\$42.50	80	\$3,400.00
Project Engineer	\$35.00	46	\$1,610.00
Design Engineer	\$30.00	16	\$480.00
CADD Technician	\$30.00	0	\$0.00
Administration	\$20.00	26	\$520.00
		<hr/>	
		Subtotal: DSC	175
			\$6,374.00
Direct Salary Escalation Factor (90% of total costs for escalation)	Cost	Multiplier	
	\$5,736.60	0.000	\$0.00
		<hr/>	
		Total DSC =	\$6,374.00
Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	134.93%	\$6,374.00	\$8,600.44
Fixed Fee (FF)			
FF Rate	30.00%	\$6,374.00	\$1,912.20
		<hr/>	
		Total KPFF	\$16,886.64
Direct Reimbursables			
Mileage	6 trips @ 70 mi/trip	\$0.375	\$294.00
Courier & Overnight Mail	1	\$200.00	\$200.00
Copies	1,000	\$0.10	\$100.00
		<hr/>	
		Reimbursable Total	\$594.00
Subconsultant Costs			
Jones and Stokes			\$8,889
OTAK			\$170,215
		<hr/>	
		Subconsultant Total	\$179,104.00
		<hr/>	
		Total Agreement Amount	\$196,585

EXHIBIT D-I

**STATE AVENUE
116TH STREET NE TO 152nd STREET NE CORRIDOR IMPROVEMENTS
SUPPLEMENT 03**

**Jones & Stokes
CONSULTANT FEE DETERMINATION
SUMMARY OF COST**

State Avenue - Supplement 03

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
Principal in Charge	\$63.80	0	\$0.00
Project Manager	\$39.23	13	\$509.99
Senior Engineer	\$39.12	5	\$195.60
Sr. Transportation Engr.	\$35.38	0	\$0.00
Transportation Engineer	\$21.61	39	\$842.79
Cultural Specialist	\$24.11	29	\$699.19
CADD Technician	\$32.20	0	\$0.00
Editor	\$22.60	0	\$0.00
	Subtotal: DSC	86	<u>\$2,247.57</u>

Direct Salary Escalation Factor (90% of total costs for escalation)	Cost	Multiplier	
	\$2,022.81	0.000	\$0.00
Total DSC =			\$2,247.57

Overhead (OH) Cost (Include Salary Additives)

OH Rate x DSC of	185.83%	\$2,247.57	\$4,176.66
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Fixed Fee (FF)

FF Rate	30.00%	\$2,247.57	\$674.27
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Direct Reimbursables

Mileage	480	\$0.345	\$165.60
Courier & Overnight Mail			\$50.00
Copies			\$25.00
Traffic Counts			\$1,550.00
Meals & Lodging			
Notebook/Binders & Assem. w/Dividers			\$0.00
Reimbursable Total			<u>\$1,790.60</u>

Total Agreement Amount	\$8,889
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EXHIBIT D-I

**STATE AVENUE
116TH STREET NE TO 152nd STREET NE CORRIDOR IMPROVEMENTS
SUPPLEMENT 03**

**OTAK
CONSULTANT FEE DETERMINATION
SUMMARY OF COST**

State Avenue Roadway Improvements, Supplement 03

Classification	Direct Salary Cost	Total Hours	Direct Salary Total Cost
PIC Sr. PM Civil	\$53.00	89	\$4,717.00
CE V	\$39.42	330	\$13,008.60
ED III	\$28.29	464	\$13,126.56
PS Sr. Survey Mngr	\$41.30	64	\$2,643.20
Survey Tech	\$28.70	120	\$3,444.00
Sr. Field Party Chief	\$23.80	120	\$2,856.00
Sr. Field Survey Tech.	\$19.95	120	\$2,394.00
Sr GIS Spec	\$25.72	52	\$1,337.44
ET III (CADD)	\$23.36	136	\$3,176.96
Project Admin Asst	\$22.74	56	\$1,273.44
	Subtotal: DSC	1,551	\$47,977.20

Direct Salary Escalation Factor	Cost	Multiplier	
(90% of total costs for escalation)	\$43,179.48	0.000	\$0.00
Total DSC =			\$47,977.20

Overhead (OH) Cost (Include Salary Additives)			
OH Rate x DSC of	162.44%	\$47,977.20	\$77,934.16

Fixed Fee (FF)			
FF Rate	30.00%	\$47,977.20	\$14,393.16



Direct Reimbursables			
Mileage			\$0.00
Courier & Overnight Mail			\$0.00
Copies			\$0.00
Miscellaneous			\$4,910.66
Electrical Design Vendor			\$15,000.00
	Reimbursable Total		\$19,910.66

Utility Potholing Contingency			\$10,000.00
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Total Agreement Amount			\$170,215
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**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

City Council Meeting Date: February 12, 2007

AGENDA ITEM: State Avenue 116 th Street NE to 152 nd Street NE Corridor Improvements - <i>Condemnation Ordinance</i>	AGENDA SECTION: New Business
PREPARED BY: Patrick Gruenhagen, P.E., Project Manager	AGENDA NUMBER:
ATTACHMENTS: Ordinance and supporting Exhibit B, C Legal Descriptions	APPROVED BY:  MAYOR CAO 
BUDGET CODE: 30500030.563000	AMOUNT: \$0

The City of Marysville and its agents will soon begin the property acquisition phase for the State Avenue 116th Street NE to 152nd Street NE Corridor Improvement Project — for the purposes of widening the roadway from its existing configuration to a 5-lane section with curb, gutter, and sidewalks.

Fair market value compensation will be offered to the property owners in accordance with recently-completed appraisals. If the City and the property owners cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings. As noted, this Ordinance amends a previously adopted Ordinance – accounting for additional properties that will be subject to Right of Way acquisition due to the project. These properties lie generally to the south of 136th Street NE, and eastward of State Avenue.

A key reason for approving the attached ordinance at this time is for the benefit of the property owners so that the compensation they receive for the transfer of a portion of their property to the City will not be subject to real estate excise tax. As the attached **WAC 458-61A-206** states:

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

RECOMMENDED ACTION:

Staff recommends that the Council approve the Ordinance authorizing the condemnation, appropriation, taking, and damaging of land and other property for the improvement of State Avenue from 116th Street NE to 152nd Street NE.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING ORDINANCE NO. 2655 TO INCREASE THE PORTION OF STATE AVENUE TO BE IMPROVED TO ENCOMPASS THE AREA FROM APPROXIMATELY 116TH STREET NE TO APPROXIMATELY 152ND STREET NE, AND ADDING LAND AND PROPERTY AUTHORIZED TO BE CONDEMNED, APPROPRIATED, TAKEN AND DAMAGED

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

1. Public safety, convenience, use and necessity demand the widening of State Avenue to five lanes from approximately 116th Street NE to approximately 136th Street NE, together with construction of curbs, gutters and sidewalks and expansion of detention pond capacity, to meet the requirements of increased traffic.

2. By Ordinance No. 2655 passed by the City Council on July 24, 2006, the City Council approved the condemnation, appropriation, taking and damaging of lands, rights, privileges and other property for the purpose of widening State Avenue from two to five lanes and constructing curbs, gutters and sidewalks, from approximately 136th Street NE to approximately 152nd Street NE.

3. The improvement of State Avenue from 116th Street NE to 136th Street NE can most efficiently and cost-effectively be accomplished by constructing said improvements with the 136th Street NE to 152nd Street NE improvements as a single project.

4. The City has conducted engineering studies and has determined that increasing the scope of the project will require acquiring property for the street widening as more specifically described in **EXHIBIT B** attached hereto and incorporated herein by this reference.

5. The City has conducted engineering studies and has determined that the widening of State Avenue will increase storm water, requiring increased detention pond capacity that can best be met by expanding the City's detention pond located on 128th Street NE west of the Burlington Northern Santa Fe Railroad spur, which expansion will require acquisition of a portion of Snohomish County tax parcel 300504-003-002-00 described in **EXHIBIT C** attached hereto and incorporated herein by this reference.

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

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

7. The City may be unable to agree with certain property owners upon the compensation to be paid for said properties.

8. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. The widening and improvement of State Avenue is a public purpose.

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

1. **EXHIBIT A** of Ordinance No. 2655 is hereby amended to add the properties described in **EXHIBIT B** and **EXHIBIT C** attached hereto and incorporated herein by this reference to the real property that the City is authorized to condemn, appropriate, take and damage in conjunction with the widening of State Avenue.

2. The use of the property described in **EXHIBIT B** is for widening State Avenue to five lanes and constructing curbs, gutters and sidewalks, from approximately 116th Street NE to approximately 152nd Street NE, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. The use of the property described in **EXHIBIT C** is for increasing detention pond capacity to accommodate increased storm water generated by the widening of State Avenue, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

4 All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBITS B** and **C** are authorized to be condemned, appropriated, taken and damaged for the purpose of widening State Avenue to five lanes, and constructing curbs, gutters and sidewalks, from approximately 116th Street NE to approximately 152nd Street NE, and enlarging the City's existing storm water detention facility. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

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

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of February, 2007.

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
CHERYL NICLAI, Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT B
R-O-W LEGAL DESCRIPTIONS



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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050400301200

The west 13.00 feet of the following described parcel:

Part of the southeast quarter of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Commencing at a point on the east line of the southeast quarter of the southwest quarter, which is 349.5 feet south of the northeast corner thereof; thence from said point of beginning run south on the east line of said subdivision a distance of 419.5 feet; thence west 1,224 feet, more or less, to the east line of the County Road (Pacific Highway); thence northerly along the east line of said road 353 feet, more or less, to a point 388.5 feet southerly from the point of intersection of the east line of said road with the north line of the south half of the southwest quarter of said section; thence easterly in a straight line to the Point of Beginning;

EXCEPTING there from the followings:

- A. That portion of said premises lying easterly of the westerly right of way line of the Northern Pacific Railway Company.
- B. Tract Conveyed to H.C. Stineke by Deed filed for record under Snohomish County Recording Number 433619, particularly described as follows:

Commencing at the intersection of the south line of the north half of the southwest quarter of said Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington and the east boundary line of the Pacific Highway; thence southeasterly along the east boundary line of the Pacific Highway, a distance of 388.5 feet to the True Point of Beginning; thence continuing southeasterly along the east boundary of the Pacific Highway a distance of 10 rods; thence easterly and parallel with the north line of land owned by the grantors to the westerly boundary line of the Northern Pacific Railroad right of way; thence northeasterly along the said boundary line of the Northern Pacific Railroad right-of-way to the north line of land owned by the grantors; thence westerly along the north line of land owned by the grantors to the True Point of Beginning;

- C. That portion of said premises lying south of the tract conveyed to H.C. Stineke by deed filed for record under Recording Number 433619 particularly described in Exception B above and north line that is parallel with and 100 feet south of the south line of said Stineke Tract, in Snohomish County, Washington.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050400301400

The west 13.00 feet, of the following described parcel:

Beginning at a point where the north line of the north 10 acres of the south 18 acres of that portion of the southeast quarter of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M., lying east of Highway 99 intersects the east right of way line of Highway 99; thence east 380 feet, more or less, to the west right of way line of the Northern Pacific Railway; thence southerly along the west right of way line of the Northern Pacific Railway 136 feet; thence west 372 feet, more or less, to the east right of way line of Highway 99 to a point 136 feet southerly from the Point of Beginning; thence northerly along the east right of way line of Highway 99 to the Point of Beginning.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050900201500

The west 13.00 feet, of the following described parcel:

All that portion of the southeast quarter of the northwest quarter of Section 9, Township 30 North, Range 5 East, W. M., in Snohomish County, Washington, described as follows:

Beginning at a point on the east line of State Road No.1, which point is also on the northwest corner of a tract of land conveyed by Mary Bisson to Anna Pickel by deed recorded April 20, 1926 in Volume 230 of Deeds on Page 305, under Recording Number 377947, records of said County; thence southerly, along the east line of State Road No.1, a distance of 115 1/2 feet, more of less, to a point 1,185.4 feet northerly measured along the easterly line of State Road No.1, from the south line of said southeast quarter of the northwest quarter; thence northeasterly a distance of 504 3/4 feet, more or less, to a point on the north line of said Anna Pickel tract; thence west along the north line of said tract a distance of 521 1/3 feet, more or less, to a Point of Beginning.

All situate in the County of Snohomish, State of Washington.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 300509002000800

The west 13.00 feet, of the following described parcel:

All that portion of the northeast quarter of the northwest quarter of Section 9, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Beginning at the northeast corner of the northwest quarter of Section 9; thence south 1073.1 feet to the True Point of Beginning; thence south 291.4 feet, more or less, to the northeast corner of tract conveyed to Mary Bisson; thence west parallel to east and west center line of said section for 752.3 feet to the east line of Pacific Highway; thence northwesterly along east line of Pacific Highway to a point west of the True Point of Beginning; thence east 813.4 feet, more or less, to the True Point Beginning; EXCEPT the south 117 feet thereof as measured along the east line thereof.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050900204500

The west 11.00 feet, of the following described parcel:

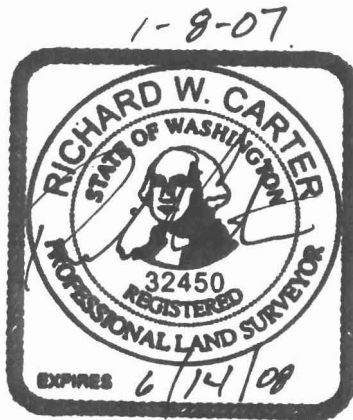
All that portion of the following described property lying westerly of the Northern Pacific Railway Company right-of-way:

That portion of the northeast quarter of the northwest quarter of Section 9, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Beginning at a point on the east boundary line of said northeast quarter of the northwest quarter 376 feet south of the northeast corner thereof; thence west to the east boundary line of Pacific Highway; thence southwesterly along said east boundary line of said highway 324.7 feet; thence east to boundary line of said northwest quarter; thence north along said east boundary line 311.6 feet, more or less, to the Point of Beginning.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050900200200

The west 13.00 feet, of the following described parcel:

All that portion of the following described property, lying westerly of the northern Pacific Railway right of way:

Commencing at the northeast corner of the northwest quarter of Section 9, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington and; running thence south along the east line of said northwest quarter for 4 rods; thence west and parallel with the north line of said Section 9, to the above-mentioned County Road; thence in a northerly direction along the east line of said County Road as the same was established and located on the 15th day of November, 1912, to a point where the said east line of said road intersects the north line of said Section 9; thence east to the Point of beginning.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050400301600

The west 13.00 feet, of the following described parcel:

The south 8 acres of that portion of the southeast quarter of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, lying east of the county road running through said 40 acres, as the same was established and located on the 15th day of November, 1912, being a part of the southeast quarter of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050400301300

The west 13.00 feet, of the following described parcel:

The west 190 feet of the north 10 acres of the south 18 acres of that portion of the southeast quarter of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, lying east of the east line of Highway 99 as conveyed to the County of Snohomish by Deed recorded under Recording Number 190433 in Volume 151 of Deeds, page 84, as measured along the north line of said north 10 acres and parallel to the east line of highway 99;

EXCEPT any portion lying within the following described tract;

Beginning at a point where the north line of the north 10 acres of the south 18 acres of that portion of the southeast quarter of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, lying east of Highway 99 intersects the east right of way line of Highway 99; thence east 380 feet, more or less, to the west right of way line of the Northern Pacific Railway; thence southerly along the west right of way line of the Northern Pacific Railway 136 feet; thence west 372 feet, more or less, to the east right of way line of Highway 99 to a point 136 feet southerly from the Point of Beginning; thence northerly along the east right of way line of Highway 99 to the Point of Beginning.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050400301100

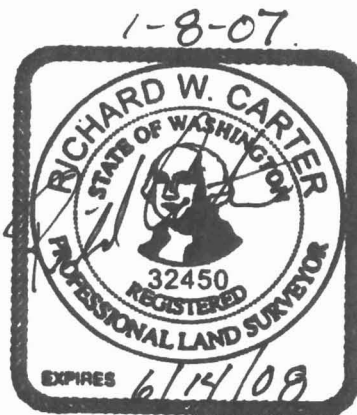
The west 13.00 feet, of the following described parcel:

That portion of the southeast quarter of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Beginning at the intersection of the north line of the south half of the southwest quarter of said Section 4, with the east line of the Pacific Highway; thence southeasterly along said east line 553.5 feet to the southwest corner of a tract of land conveyed to H.C. Stineke and wife by Deed recorded under Recoding Number 433619, records of said County, and the True Point of Beginning; thence east along the south boundary of the said Stineke tract to the west line of the Northern Pacific Railway right of way; thence southerly along said right of way to the northeast corner of a track of land conveyed to Arnie Johnson and wife by Deed recorded under Recording Number 843577, records of said County; thence west along the north line of said Johnson tract to the east line of the Pacific Highway; thence north along said east line to the True Point of Beginning.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050400301000

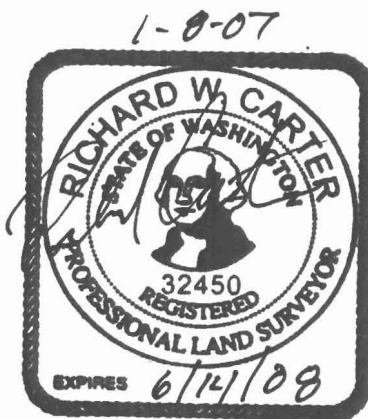
The west 13.00 feet, of the following described parcel:

Beginning at the intersection of the south line of the north half of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, and the east boundary line of the Pacific Highway and running; thence southeasterly along the east boundary line of the Pacific Highway a distance of 388 ½ feet to the True Point of Beginning; thence continue southeasterly along the east boundary line of the Pacific Highway a distance of 10 rods; thence easterly and parallel with the south line of a tract of land conveyed to C.L. Vining by Deed Recorded in Volume 186 of Deeds of page 356, to the westerly boundary line of the Northern Pacific Railroad right of way; thence northeasterly along the said boundary line of the Northern Pacific Railroad right of way to the south line of said C.L. Vining tract; thence westerly along the south line of said C.L. Vining tract to the True Point of Beginning.

Situate in the County of Snohomish, State of Washington.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050400300700

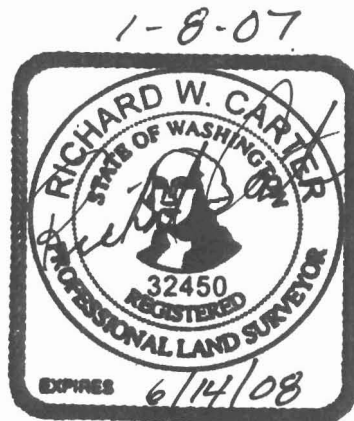
The west 13.00 feet, of the following described parcel:

That portion of the south half of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Beginning at the northeast corner of said subdivision; thence west for 1396 feet more or less to the east line of the County Road as conveyed in Volume 151 of Deeds on Page 54; thence southeasterly along the east line of said County Road for 388.5 feet to the southwest corner of the W.C. Leifer tract conveyed in Deed recorded under Recording Number 1000479, and the True Point of Beginning; thence North 13°10'58" West along the east line of said County Road for 91 feet; thence North 76°49'02" East for 100 feet; thence South 40°59'06" East for 150 feet to the south line of said Leifer tract; thence North 89°24'10" West along the said south line for 175 feet to the Point of Beginning.

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 Dec. 22, 2006.





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"EXHIBIT A"

RIGHT OF WAY FROM PARCEL 30050400302400

The west 13.00 feet, of the following described parcel:

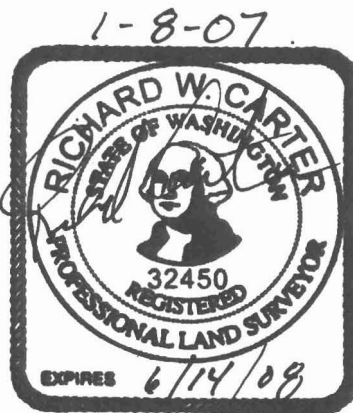
Beginning at the northeast corner of the southeast quarter of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington; running thence west 1396 feet, more or less, to the east line of the County Road; thence southerly along the east line of said County Road, 187 1/2 feet to the True Point of Beginning; thence continue southerly along east line of County Road 201 feet; thence east 608 feet, more or less, to the west right of way of the Northern Pacific Railway; thence northerly along west line of the Northern Pacific Railway company right of way 200 1/2 feet; thence west 713 feet, more or less, to the True Point of Beginning;

EXCEPT that portion described as follows:

Beginning at the northeast corner of the southeast quarter of the southwest quarter of Section 4; thence west for 1396 feet, more or less, to the east line of the County Road as conveyed in Volume 151 of Deeds on Page 54; thence southeasterly along the east line of said County Road for 388.5 feet to the southwest corner of the W.C. Leifer tract conveyed in Deed recorded under Recording Number 1000479, and the True Point of Beginning; thence North 13°10'58" West along the east line of said County Road for 91 feet; thence North 76°49'02" East for 100 feet; thence South 40°59'06" East for 150 feet to the south line of said Leifer tract; thence North 89°24'10" West along said south line for 175 feet to the Point of Beginning.

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 Dec. 22, 2006.





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“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 30050400300800

That portion of property situated in the south half of the southwest quarter of Section 4, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Existing Parcel Description:

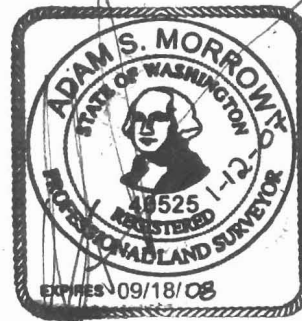
Beginning at the northeast corner of the southeast quarter of the southwest quarter of said section; thence west 1,396 feet, more or less, to the east line of the County Road; the True Point of Beginning; thence southerly along the east line of County Road, 187.5 feet; thence east 713 feet, more or less, to the west right-of-way line of the Northern Pacific Railway; thence northerly along the west line of the Northern Pacific Railway Company right-of-way 186.5 feet; thence west 819 feet, more or less, to the True Point of Beginning; EXCEPT the east 530 feet thereof as measured along the north line of said premises.

Additional Right of Way Area Description:

Beginning at the northwest corner of above described property, said corner lying 30 feet easterly when measured at right angles to the center line of county road and being the easterly margin of said county road; thence along the north line of said parcel South 89°23'11" East, 47.99 feet to the beginning of a curve concave to the east, from which the radius point bears South 00°36'49" West, 27.50 feet; thence along said curve southerly 49.49 feet, through a central angle of 103°06'50" to the end of curve; thence parallel with the easterly margin of said county road South 12°30'01" East 152.86 feet to the southerly line of said parcel; thence along said southerly line North 89°23'11" West 13.35 feet to said easterly margin lying 30 feet easterly when measured at right angles to the center line of county road; thence along said easterly margin North 12°30'01" West, 187.50 feet to the Point of Beginning.

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 Jan. 5, 2007.





Bellingham • Bothell

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Pacific Surveying & Engineering

“EXHIBIT A”

RIGHT OF WAY FROM PARCEL 31053200100700

That portion of the south half of the south half of the Northeast quarter of the Northeast quarter of Section 32, Township 31 North, Range 5 East, W.M. in Snohomish County, Washington; Lying Easterly of State Route 5; Except the North 48 feet; and Except State Road on the East; and EXCEPT Beginning at the Northeast corner on said South half of the South half of said Subdivision; then West along the north line thereof to the West line of said State Road; thence South along said West line 48 feet to the True Point of Beginning; thence continuing along said West Highway Line 480 feet; then West 100 feet; then North parallel to said West Highway line 180 feet; thence East 100 feet to the True Point of Beginning;

Situate in the County of Snohomish, State of Washington

Right of Way Acquisition described as follows being a portion of the above described Tract:

Commencing at the southeast corner of above said Tract lying 30 feet easterly when measured at right angles to the center line of said State Avenue; thence along the west margin of said State Avenue North 02°16'30" East 46.19 feet to the Point of Beginning; thence perpendicular to said margin North 87°43'30" West 2.50 feet; thence parallel with said margin North 02°16'30" East 5.00 feet; thence South 87°43'30" East 2.50 feet to said margin; thence along said margin South 02°16'30" West 5.00 feet to the Point of Beginning.

SURVEYORS NOTE:

The center line of State Avenue is based on the Right of Way plan titled State Avenue, 136th Street NE to 152nd Street NE, dated December 22, 2006, on file with the City of Marysville, Public Works.





Pacific Surveying & Engineering

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

"EXHIBIT A"

RIGHT OF WAY FROM PARCEL 30050900200700

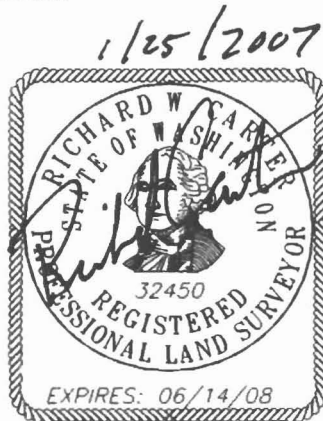
The west 13.00 feet, of the following described parcel:

The south 117 feet thereof as measured along the east line thereof that portion of the east half of the northwest quarter of Section 9, Township 30 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Beginning at the northeast corner of the northwest quarter of Section 9; thence south 1,073.1 feet to the True Point of Beginning; thence south 291.4 feet, more or less, to the northeast corner of tract conveyed to Mary Bisson; thence west parallel to the east and west center line of said Section for 752.3 feet to the east line of the Pacific Highway; thence northwesterly along the east line of said Pacific Highway to a point west of the True Point of Beginning; thence east 813.4 feet, more or less, to the True Point of Beginning.

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 Dec. 22, 2006.





Pacific Surveying & Engineering

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

"EXHIBIT A"

RIGHT OF WAY FROM PARCEL 30050900200900

Existing Parcel Description:

THE SOUTH 281.5 OF THE NORTH 1073.01 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF PACIFIC HIGHWAY;

EXCEPT THE NORTHERN PACIFIC RIGHT OF WAY, ALL IN SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Additional Right of Way Area Description:

BEGINNING at the southwest corner of the above described property, thence along the south line of said parcel South 87°45'38" East, 9.24; thence North 12°31'41" West parallel with the centerline of State Avenue 61.81 feet to the easterly margin of said Northern Pacific right of way and to the beginning of a curve concave to the east, from which the radius point bears North 86°19'02" East 5679.38 feet; thence along said curve and said easterly margin southerly 60.11 feet, through a central angle of 0°36'23" to the end of curve and POINT OF BEGINNING from which radius point bears North 85°42'39" East 5679.38 feet.

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 Jan. 5, 2007.



EXHIBIT C
DETENTION POND LEGAL DESCRIPTION



Pacific Surveying & Engineering

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

**“EXHIBIT A”
PORTION OF LAND FROM PARCEL 30050400300200**

The East 40.00 feet of the following described parcel:

The South 655 feet of the North half of the Southwest quarter of Section 4, Township 30 North, Range 5 East, W.M., lying East of Old Highway 99 and West of the Northern Pacific Railroad right of way; EXCEPT the North 30 feet thereof AND LESS the South 60 feet thereof conveyed to Snohomish County for 128th Street N.E. by deed recorded under Auditor’s file no. 1873895, records of Snohomish County, Washington; ALSO LESS the West 20.00 feet thereof conveyed to the County of Snohomish, State of Washington, for a public road and highway found under Auditor’s file no. 8005210078, records of Snohomish County, Washington.

EXCEPT that part of the above-described parcel lying East of the following describe line:

Beginning on the South line of the above-described parcel at a point which bears North 85°19’41” West 6.69 feet from the Southeast corner of said parcel; Thence North 04°40’19” East 565.00 feet to the North line of the above-described parcel and the terminus of said line.

SITUATE in the County of Snohomish, State of Washington

SURVEYORS NOTE:

The parcel calculations is based on the Right of Way plans titled State Avenue, 116th St NE to 136th St NE, dated Jan. 5, 2007.



CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE,
WASHINGTON AMENDING CHAPTER 6.25 OF THE
MARYSVILLE MUNICIPAL CODE RELATING TO ABATEMENT
AND REMOVAL OF GRAFFITI.

WHEREAS, in 1999 the Marysville City Council adopted Ordinance 2295 (codified as Chapter 6.25 of the Marysville Municipal Code) to address the abatement and removal of graffiti; and

WHEREAS, the Marysville City Council finds that there has been a significant increase in the number of incidents involving graffiti and the associated defacing and vandalism to public and private property; and

WHEREAS, certain types of graffiti which have been identified in and around Marysville and Snohomish County is associated with the presence of gang activity; and

WHEREAS, the Mayor and City Council have formed a committee consisting of elected officials, City staff, school district representatives, business community representatives and citizens to study and make recommendations to address graffiti and gang related activity in and around the City; and

WHEREAS, the City Council wishes to request the Marysville business community, on a voluntary basis, to restrict access to aerosol paint and indelible markers to minors under the age of 18 years; and

WHEREAS, one measure recommended by the Graffiti Committee was to prepare amendments to MMC Chapter 6.25, to address the time period for removal of graffiti and to encourage restrictions to accessibility of the tools of graffiti, namely aerosol paint and indelible markers;

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

Ordinance 2295 as codified in Chapter 6.25 of the Marysville Municipal Code is hereby amended to read as follows:

ORDINANCE - 1
W/mv/ord.am6.25abate.graffiti.RED

Chapter 6.25

GRAFFITI NUISANCE

Sections:

- 6.25.010 Graffiti deemed nuisance.
- 6.25.020 Definitions.
- 6.25.030 Continued presence of graffiti an infraction.
- 6.25.040 Graffiti – Notice of removal.
- 6.25.050 Appeal.
- 6.25.060 Removal by city.
- 6.25.070 City cost recoverable – Debt – Lien.
- 6.25.075 Sale or gift of aerosol paint and indelible markers.
- 6.25.080 Severability.

6.25.010 Graffiti deemed nuisance.

Graffiti and other defacement of public and private property, including walls, rocks, bridges, fences, gates and other structures, trees, and other real and personal property within the city, constitutes a nuisance.

Although it is appropriate, where possible, to request that the courts require people who are convicted of acts of malicious mischief and vandalism involving the application of graffiti to public or private property to restore the property so defaced, damaged or destroyed, oftentimes it is difficult to identify, or to identify and convict, the wrongdoer.

The continued presence of graffiti is a blight on the community. While voluntary graffiti removal should be encouraged, where graffiti has not been promptly removed, graffiti should be removed in accordance with the provisions of this chapter.

6.25.020 Definitions.

For the purposes of this chapter, the following words shall have the following meanings:

(1) "Abate" means the removal, painting over, or other obscuring of graffiti from view as directed by the notice provided for in MMC 6.25.040.

(2) "Graffiti" means the defacing, damaging or destroying by spraying of paint or marking of ink, chalk, dye or other similar substances on public or private buildings, structures, facilities, natural features, and places.

(3) "Graffiti nuisance property" means property upon which graffiti exists and where, after notice as provided by this chapter, the graffiti has not been abated by the deadline set in a notice as established by this chapter.

(4) "Indelible marker" shall mean any marker, pen or similar implement containing anything other than a solution which can be removed

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with water after it dries and having a flat, pointed or angled writing surface of a width of 4 mm or greater.

(5) "Owner" means any entity or entities having a legal or equitable interest in real or personal property including but not limited to the interest of a tenant or lessee.

Deleted: 4

(6) "Pressurized container" shall mean any can, bottle, spray device or other mechanism designed to propel liquid which contains ink, paint, dye or other similar substance which is expelled under pressure either through the use of aerosol devices, pumps or similar propulsion devices.

(7) "Responsible party" means an owner, and also an entity or person acting as an agent for an owner, or an entity or a person who has dominion and control over a property. There may be more than one responsible party for a particular property.

Deleted: 5

6.25.030 Continued presence of graffiti an infraction.

It shall be a civil infraction for a responsible party to allow a graffiti nuisance property to exist. Each day a graffiti nuisance property shall exist shall be a separate infraction. A civil infraction under this chapter shall be punishable by a penalty of \$25.00 for each violation.

6.25.040 Graffiti- Notice of removal.

(1) Whenever graffiti exists and is visible to any person of normal eyesight utilizing any public road, parkway, alley, sidewalk or other facility open to the general public, the responsible person shall abate such graffiti nuisance within 48 hours of the placement of such graffiti.

Deleted: (1) Whenever the mayor, or his/her designated representative, determines that graffiti exists and the same is visible to any person of normal eyesight utilizing any public road, parkway, alley, sidewalk, or other facility open to the general public, a notice shall be issued to the responsible person to abate the nuisance by a stated deadline, which shall be no more than 30 days after the date of the notice unless weather or seasonal conditions require a longer deadline.

(2) Whenever the responsible party fails to abate and remove graffiti as set forth in (1) above, and whenever the Mayor or his/her designated representative determines that graffiti exists a notice shall be issued to the responsible person to abate the nuisance by a stated deadline, which shall be no more than 48 hours after the date of the notice unless weather or seasonal conditions require a longer deadline.

Deleted: 2

(3) The giving of notice as required by this section shall be accomplished by providing the notice to the responsible party in any one of the following ways:

- (a) By personal service on the responsible party;
- (b) By registered or certified mail, postage prepaid, properly addressed and mailed to the last known address of the responsible party and to the address of the party.

(4) The notice shall be as established by the Chief of Police. The notice shall include a list of community resources and references where the property owner may seek assistance in the eradication of graffiti.

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6.25.050 Appeal.

The hearing examiner for the city of Marysville hereby is given jurisdiction to hear appeals of a "Notice of Graffiti, of Graffiti Nuisance Property and Removal."

An appeal shall be commenced by filing a notice of appeal with the city clerk within 10 days after the service of the "Notice of Graffiti, of Graffiti Nuisance Property and Removal" on the party or parties to whom the notice is directed. If no appeal is filed within said 10 days, the "Notice of Graffiti, of Graffiti Nuisance Property and Removal" shall become final and conclusive, and not subject to appeal or review in any forum.

In any appeal, the city shall have the burden to prove by a preponderance of the evidence that the property contains graffiti, the named party is a responsible party, the deadline for abatement is reasonable and should not be adjusted for weather or seasonal conditions, and the manner of abatement is reasonable.

If the hearing examiner finds that the property contains graffiti and that the named party is a responsible party, but that either the manner of abatement is not reasonable, or the deadline should be extended for seasonal or weather conditions, then the hearing examiner shall modify the manner of abatement to make the same reasonable or extend the deadline a reasonable period to account for seasonal or weather conditions, as the case may be.

The hearing examiner shall issue a written decision containing the following information: (1) findings of fact (which shall include the common address and legal description for the property) and conclusions of law; (2) the manner of any required abatement action and the deadline by which abatement must be completed; (3) a description of the civil penalty for an infraction which may accrue if the responsible party fails to abate the graffiti by the deadline established in the decision and order; (4) a statement that the decision of the hearing examiner becomes final 21 days after the date of the decision unless the decision of the hearing examiner is appealed to the Snohomish County Superior Court; and (5) a statement that if the graffiti is not abated by the deadline established in the decision and order that the city or its contractor may abate the graffiti and the cost of abatement will be a personal obligation of the responsible party and a lien against the graffiti nuisance property.

(1) The hearing examiner shall mail his/her decision to the named party by regular and certified mail, and a copy of the decision also shall be posted on the property in a conspicuous location.

(2) Any review of the decision of the hearing examiner must be by land use petition filed within 21 days of issuance of the decision and order in the Snohomish County Superior Court in accordance with the Land Use Petition Act.

ORDINANCE - 4

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6.25.060 Removal by city.

When the deadline established under this chapter has passed, and the property is deemed graffiti nuisance property, the city may abate the graffiti nuisance property. Either city resources or contractors may be used in abating the graffiti nuisance property.

Using any lawful means, the city and its representatives may enter upon the graffiti nuisance property and abate the graffiti. The city may seek such judicial process or writ as is deemed necessary to carry out the abatement.

6.25.070 City cost recoverable– Debt – Lien.

If the city is required to remove graffiti and abate a graffiti nuisance property, the city shall bill the cost of removal and abatement to the responsible party. The costs billed shall be due and payable to the city within 10 calendar days of billing. The costs billed shall include the value of the use of city staff and resources at the current established hourly rate and all payments made to third parties.

Deleted: (which is hereby established as \$22.50 per hour)

If the costs billed are not paid when due, they shall be a personal debt of the responsible party and automatically the costs shall be a lien upon the graffiti nuisance property. The city may take all lawful action to collect the debt of the responsible party or to foreclose its lien upon the graffiti nuisance property.

6.25.075 Sale or gift of aerosol paint and indelible markers.

On a voluntary basis, the Marysville City Council requests and encourages all businesses within the City and all citizens to refrain from selling, offering to sell, cause to be sold, giving or lending any aerosol paint or pressurized container of paint or any indelible marker to any minor under the age of 18 years. All businesses who offer for sale aerosol paint or indelible markers are requested to voluntarily restrict access to those items from the public by either placing them behind a locked counter, cabinet or other storage facility so that access to them cannot be gained without their being unlocked by an authorized employee or other authorized representative of such business or by placing them in a location where they can be in constant, uninterrupted view of an authorized employee or other authorized representative of such business. Within one year of the effective date of this ordinance the City Council shall review the effectiveness of this section and shall consider whether such provisions shall be made mandatory rather than voluntary.

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6.25.080 Severability.

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

PASSED by the City Council and APPROVED by the Mayor this ____ day of January, 2007.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, Mayor

ATTEST:

By _____
LILLIE LEIN, Deputy City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

ORDINANCE - 6
W/mv/ord.am6.25abate.graffiti.RED

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE ANNEXING CERTAIN UNINCORPORATED AREA KNOWN AS THE NORTH LAKEWOOD ANNEXATION AREA INTO THE CITY OF MARYSVILLE AND PREZONING SAID PROPERTIES CONSISTENT WITH THE CITY’S COMPREHENSIVE LAND USE PLAN DESIGNATIONS

WHEREAS, the City of Marysville received a petition for annexation of the property described in Exhibit A attached hereto, said petition having been signed or consented to by the owners of the not less than sixty percent (60%) of the assessed value of said property; and

WHEREAS, the 60% annexation petition has been reviewed by the Snohomish County Assessor’s Office for sufficiency as required by law and on July 13, 2006 the Assessor’s Office issued its certification of sufficiency; and

WHEREAS, a duly-advertised public hearing was held on said annexation and prezone to High Density Single Family, Small Lot for the Exhibit A properties before the Marysville City Council on November 13th, 2006 and said Council passed Resolution No. 2194 stating the City’s intention to annex and prezone the property upon receipt of a favorable report from the Snohomish County Boundary Review Board; and

WHEREAS, on January 16, 2007, the 45-day Boundary Review Board review period ended without the jurisdiction of the Boundary Review Board being invoked.

WHEREAS, the Marysville Planning Commission held a public hearing on September 26th 2006 to consider prezone for the Exhibit A property and recommended approval of said rezone to High Density Single Family, Small Lot; and

WHEREAS, on April 25, 2005 a duly-advertised public hearing was held before the Marysville City Council to consider the 2005 Comprehensive Plan amendments, which included the land use designations within the annexation boundary and future rezoning of said property consistent with said amendments, and said Council passed Ordinance 2568 adopting the 2005 Comprehensive Plan; NOW, THEREFORE,

ORDINANCE -1

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

Section 1. The above-described property, being situated in the unincorporated area of Snohomish County, State of Washington, and being contiguous, proximate and adjacent to the present corporate limits of the City of Marysville, be and the same is hereby annexed to and incorporated into the City of Marysville.

Section 2. The above-described property shall hereafter be assessed and taxed at the same rate and on the same basis as other property within the City of Marysville, including assessments or taxes in payment of all of the outstanding indebtedness of the City contracted or incurred prior to, or existing on, the effective date of this ordinance.

Section 3. Upon annexation of the property described in Exhibit A, the Comprehensive Plan for the City of Marysville designating the property High Density Single Family, Small Lot shall apply to said properties and the properties shall be and are hereby zoned R-8. The City's official zoning map shall be amended to be consistent with said zoning.

Section 4. This ordinance shall become effective February 28, 2007.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word 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 _____, 2007.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, MAYOR

ATTEST:

By _____
, CITY CLERK

ORDINANCE -1

Approved as to form:

By _____
GRANT WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date February 28, 2007: _____

ORDINANCE -1

EXHIBIT "A"

NORTH LAKEWOOD ANNEXATION
LEGAL DESCRIPTION

That portion of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 20, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

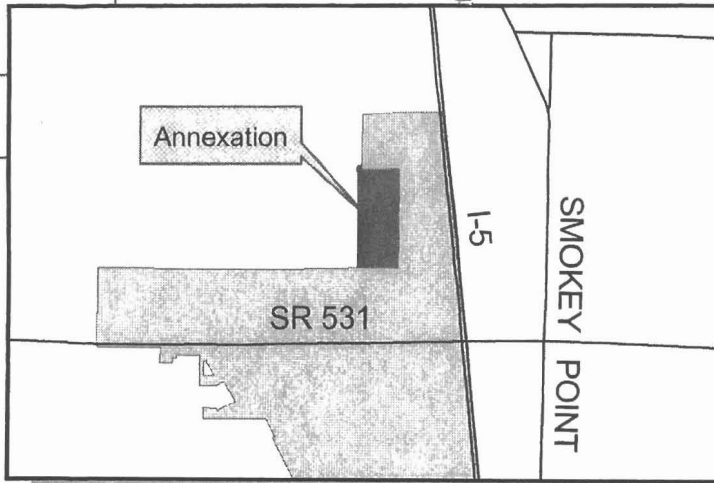
BEGINNING at southeast corner of said Northeast Quarter of the Southwest Quarter of Section 20; thence North along the east line of said Northeast Quarter of the Southwest Quarter and the east line of said Southeast Quarter of the Northwest Quarter and the Marysville city limits to the north line of Snohomish County Short Plat Number ZA 9002105 SP, according to the short plat thereof recorded under Auditor's File Number 9510030293, records of said county; thence West along the North line of said Short Plat and the Marysville city limits to the west line of the East Half of the Southeast Quarter of the Northwest Quarter; thence North along said west line of the East Half of the Southeast Quarter of the Northwest Quarter and Marysville city limits to the northerly margin of 25th Avenue Northeast, as conveyed to Snohomish County by deed recorded under Auditor's File Number 200107060920, and a point on a cul-de-sac and the arc of a curve to the to the left; thence Westerly and Southerly along said margin and cul-de-sac to intersection with the west line of the East 30.00 feet of the West Half of said Southeast Quarter of the Northwest Quarter; thence South along said west line and the west line of the East 30.00 feet of the West Half of the Northeast Quarter of the Southwest Quarter, being the westerly margin of 25th Avenue Northeast to the south line of said Northeast Quarter of the Southwest Quarter; thence East along said south line to the POINT OF BEGINNING.

WRITTEN BY JCK 3-24-06
CHECKED BY JCK VVB
PROOFED BY JCK VVB

GROUP FOUR, INC.
16030 JUANITA WOODINVILLE WAY NE
BOTHELL, WA 98011
(425) 775-4581
(206) 362-4244





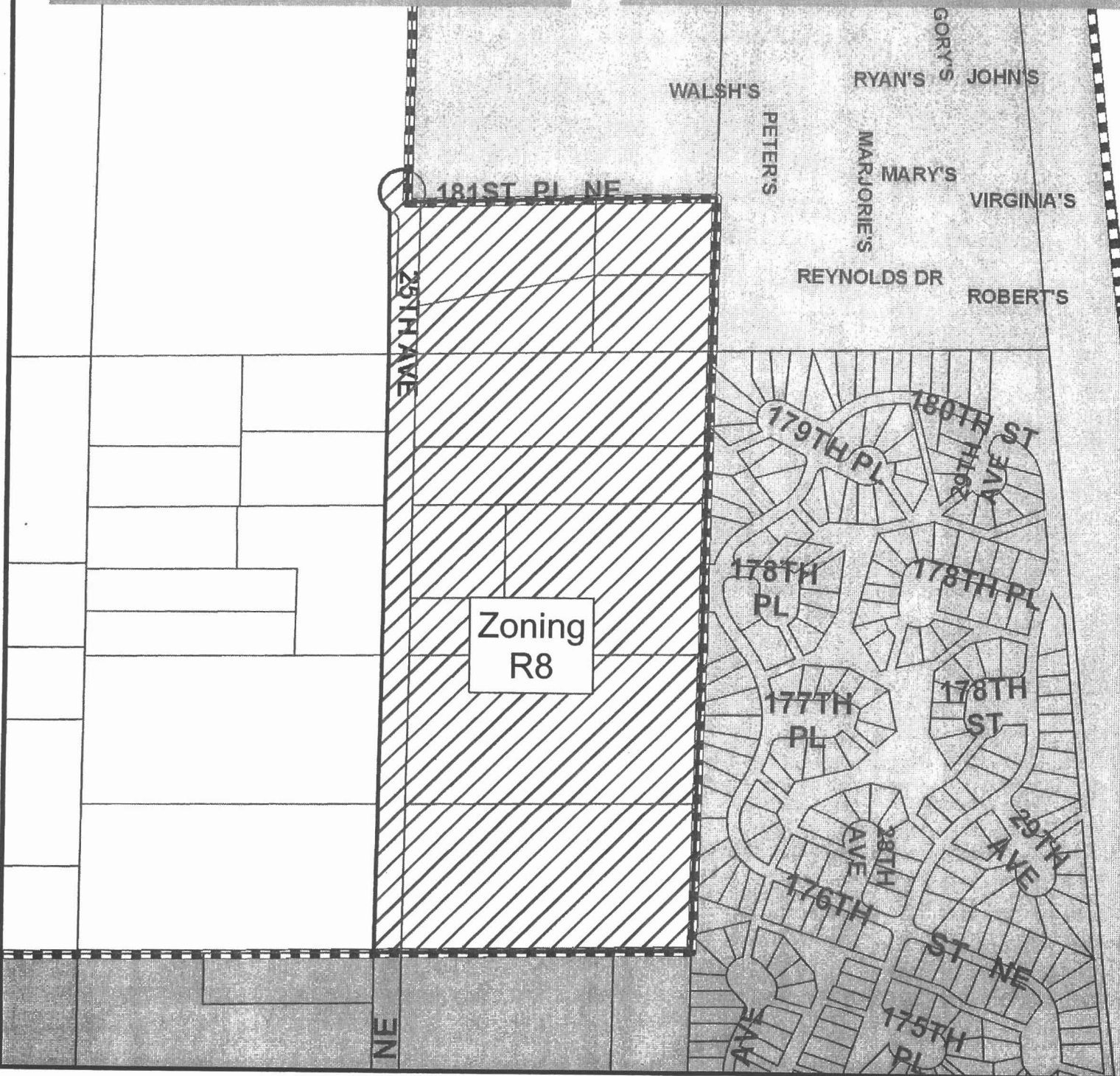
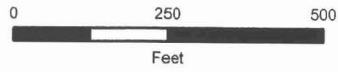
3-24-06



North Lakewood Annexation Exhibit B

27.17 Acres

-  Annexation Boundary
-  City Limits



CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE ANNEXING CERTAIN UNINCORPORATED AREA KNOWN AS THE SMOKEY POINT ANNEXATION AREA INTO THE CITY OF MARYSVILLE AND PREZONING SAID PROPERTIES CONSISTENT WITH THE CITY'S COMPREHENSIVE LAND USE PLAN DESIGNATIONS

WHEREAS, the City of Marysville received a petition for annexation of the property described in Exhibit A attached hereto, said petition having been signed or consented to by the owners of the not less than sixty percent (60%) of the assessed value of said property; and

WHEREAS, the 60% annexation petition has been reviewed by the Snohomish County Assessor's Office for sufficiency as required by law and on July 18, 2006 the Assessor's Office issued its certification of sufficiency; and

WHEREAS, a duly-advertised public hearing was held on said annexation and prezone to LI w/master plan overlay and R-18 for the Exhibit A properties before the Marysville City Council on November 13th, 2006 and said Council passed Resolution No. 2193 stating the City's intention to annex and prezone the property upon receipt of a favorable report from the Snohomish County Boundary Review Board; and

WHEREAS, on January 16, 2007, the 45-day Boundary Review Board review period ended without the jurisdiction of the Boundary Review Board being invoked.

WHEREAS, the Marysville Planning Commission held a public hearing on September 26th 2006 to consider prezone for the Exhibit A property and recommended approval of said rezone to Light Industrial with a master plan overlay and Medium Density Multiple Family for parcel 31053300101300; and

WHEREAS, on April 25, 2005 a duly-advertised public hearing was held before the Marysville City Council to consider the 2005 Comprehensive Plan amendments, which included the land use designations within the annexation boundary and future prezoning of said property consistent with said amendments, and said Council passed Ordinance 2568 adopting the 2005 Comprehensive Plan; NOW, THEREFORE,

ORDINANCE -1

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

Section 1. The above-described property, being situated in the unincorporated area of Snohomish County, State of Washington, and being contiguous, proximate and adjacent to the present corporate limits of the City of Marysville, be and the same is hereby annexed to and incorporated into the City of Marysville.

Section 2. The above-described property shall hereafter be assessed and taxed at the same rate and on the same basis as other property within the City of Marysville, including assessments or taxes in payment of all of the outstanding indebtedness of the City contracted or incurred prior to, or existing on, the effective date of this ordinance.

Section 3. Upon annexation of the property described in **Exhibit A**, the Comprehensive Plan for the City of Marysville designating the property Light Industrial with a master plan overlay and Medium Density Multiple Family for parcel 31053300101300 shall apply to said properties and the properties shall be and are hereby zoned LI w/master plan overlay and R-18. The City's official zoning map shall be amended to be consistent with said zoning.

Section 4. This ordinance shall become effective February 28, 2007.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word 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 _____, 2007.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, MAYOR

ATTEST:

By _____,
CITY CLERK

ORDINANCE -1

Approved as to form:

By _____
GRANT WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date February 28, 2007: _____

ORDINANCE -1

**SMOKEY POINT ANNEXATION
CITY OF MARYSVILLE
EXHIBIT A
LEGAL DESCRIPTION
10/11/2006**

**RECEIVED
OCT 12 2006
MSVL PLNG/BLDG**

Those portions of Sections 27, 28, 33 and 34, Township 31 North, Range 5 East, W.M. described as follows:

Beginning at the northeast corner of the South Half of the South Half of the Northwest Quarter of said Section 27; thence westerly, along the north line of said South Half of the South Half and along the southerly boundary of the City of Arlington, to the east right-of-way line of 51st Avenue N.E.; thence southerly, along said right-of-way line and along the boundary line of the City of Arlington, to the south line of the Northwest Quarter of said Section 27; thence westerly, along said south line to the southeast corner of the Northeast Quarter of said Section 28; thence westerly, along the south line of said Northeast Quarter and along the southerly boundary of the City of Arlington, to the west line of the East 330 feet of the South Half of the Southwest Quarter of the Northeast Quarter of said Section 28; thence northerly, along said west line and along the boundary line of the City of Arlington, to the north line of the South Half of the Southwest Quarter of the Northeast Quarter of said Section 28; thence westerly, along said north line and along the southerly boundary of the City of Arlington, to the northwest corner of the South Half of the Southwest Quarter of the Northeast Quarter of said section 28; thence southerly, along the west line of said South Half and along the boundary line of the City of Arlington, to the northwest corner of the Southeast Quarter of said Section 28, also being the northeast corner of that Annexation approved on July 24, 2000 under City of Marysville Ordinance No. 2329; thence southerly, along the west line of said Southeast Quarter and along the east line of said Annexation, to the southwest corner of said Southeast Quarter; thence southerly, along the west line of the Northeast Quarter of said Section 33 and along the east line of said Annexation, to the north right-of-way line of 152nd Street N.E., also being the southeast corner of said Annexation; thence easterly, along said right-of-way line and along that Annexation approved on August 23, 1999, under City of Marysville Ordinance No. 2276 AND that Annexation approved on June 13, 2005, under City of Marysville Ordinance No. 2585, to the northerly projection of the west line of the East 357.17 feet of the Southeast Quarter of the Northeast Quarter of said Section 33; thence southerly, along said west line and its northerly projection and along said Annexation No. 2585, to the south line of the North 423.00 feet of the Southeast Quarter of the Northeast Quarter of said Section 33;

RECEIVED
OCT 12 2006
MSVL PLNG/BLDG

SMOKEY POINT ANNEXATION
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thence easterly, along said south line and its easterly projection and along said Annexation No. 2585, to the east right-of-way line of 51st Avenue N.E.; thence southerly, along said right-of-way line and along the east line of said Annexation, to the south line of the Northwest Quarter of Said Section 34, also being the southeast corner of said Annexation No. 2585; thence easterly, along the south line of the Northwest Quarter of said Section 34, to the southeast corner of said Northwest Quarter; thence northerly, along the east line of said Northwest Quarter and along the west line of that Annexation approved on April 26, 1999, under City of Marysville Ordinance No. 2252, to the northwest corner of said Annexation; thence continue northerly, along the east line of said Northwest Quarter and along the east line of the Southwest Quarter of said Section 27, to the northwesterly right-of-way line of the Burlington Northern Santa Fe Railroad; thence northeasterly, along said railroad right-of-way line, to the north line of the South Half of the South Half of the Northeast Quarter of said Section 27, also being the southerly boundary of the City of Arlington; thence westerly, along the north line of said South Half of the South Half and along said southerly boundary line, to the northwest corner of said South Half of the South Half and the point of beginning.

