

Marysville City Council Work Session

March 7, 2011

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

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

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

Consent

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

Review Bids

Public Hearings

New Business

5. Renewal Lease Agreement and Contract for Caretaker Services with Jeffrey and Karen Pickard for Deering Wildflower Acres Park.
6. An **Ordinance** of the City of Marysville, Washington Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Constructing a Pedestrian and Bicycle Trail and Associated Improvements.
7. A **Resolution** of the City of Marysville for the Acceptance of a \$1,000.00 Gift Subject to Conditions.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

Marysville City Council Work Session

March 7, 2011

7:00 p.m.

City Hall

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

Adjourn

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

Work Sessions are for City Council study and orientation - Public Input will be received at the March 14, 2011 City Council meeting.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember Phillips.	Approved
Presentations	
Volunteer of the Month for February – Bob Banks	Presented
Employee Service Awards: Terry Hawley, Public Works Operations Manager - 5 years; Mary Vermeulen, Program Specialist, Courts - 10 years; Denise Gritton, Financial Planning - 10 years; Ronald Gettle, Maintenance Worker II, PW - 10 years; Emma Stiles, Police Officer, Police - 25 years	Presented
Approval of Minutes	
Approval of February 7, 2010 City Council Work Session Minutes.	Approved
Approval of February 14, 2011 City Council Meeting Minutes.	Approved
Approval of the February 16, 2011 City Council Special Meeting Minutes.	Continued
Consent Agenda	
Approval of February 16, 2011 Claims in the Amount of \$247,498.45; Paid by Check Number's 68345 through 68440.	Approved
Approval of the February 23, 2011 Claims in the Amount of \$343,038.56; Paid by Check Number's 68441 through 68592 with Check Number 68393 Voided.	Approved
Approval of February 18, 2011 Payroll in the Amount of \$781,151.04; Paid by Check Number's 23970 through 24009.	Approved
New Business	
An Ordinance of the City of Marysville Amending the 2011 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2839.	Approved Ord. No. 2854
Mayor's Business	
Staff Business	
Call on Councilmembers	
Recess	7:55 p.m.
Executive Session	8:05 p.m.
Litigation – 2 items RCW 42.30.110(1)(i)	
Adjournment	8:40 p.m.



Regular Meeting
February 28, 2011

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Nik Baumbart of Marysville Assembly of God church.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Lee Phillips

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

CAO Hirashima stated that Councilmember Phillips notified them that he would be gone tonight.

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

Committee Reports

Councilmember Seibert reported on the February 16 Finance Committee Meeting where the following topics were discussed:

- They received a financial update on the budget.
- Briefly discussed the Council retreat suggestions – 5-year plan, debt buy down, property management, golf course, and Public Works relocation. Any other suggestions should be forwarded to the Mayor or CAO Hirashima.

- Utility billing – discussed garbage delinquencies. Right now there is no need to change the ordinance. The current ordinance will work for what we were trying to do.
- Information Services – Discussion about bandwidth for 911 calls.

Presentations

A. Volunteer of the Month

Mayor Nehring recognized Bob Banks as the Mayor's Volunteer of the Month for February. Mr. Banks was recognized for his volunteer work as a friend to cancer patients at Providence Hospital and for his volunteerism and student mentoring within the Vocational Education and Alternate Schools programs.

B. Employee Service Awards

The following employees were recognized for their service to the City of Marysville:

- Terry Hawley, Public Works Operations Manager - 5 years
- Mary Vermeulen, Program Specialist, Courts - 10 years
- Denise Gritton, Financial Planning - 10 years
- Ronald Gettle, Maintenance Worker II, PW - 10 years
- Emma Stiles, Police Officer, Police - 25 years

Audience Participation

None.

Approval of Minutes

1. Approval of February 7, 2010 City Council Work Session Minutes.

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

2. Approval of February 14, 2011 City Council Meeting Minutes.

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

3. Approval of the February 16, 2011 City Council Special Meeting Minutes.

Due to the number of abstentions the approval of these minutes was deferred to the next meeting.

Consent

4. Approval of February 16, 2011 Claims in the Amount of \$247,498.45; Paid by Check Number's 68345 through 68440.
5. Approval of the February 23, 2011 Claims in the Amount of \$343,038.56; Paid by Check Number's 68441 through 68592 with Check Number 68393 Voided.
6. Approval of February 18, 2011 Payroll in the Amount of \$781,151.04; Paid by Check Number's 23970 through 24009.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve consent agenda items 4, 5, and 6. **Motion** passed unanimously (6-0).

Review Bids

None

Public Hearings

None

New Business

7. An Ordinance of the City of Marysville Amending the 2011 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2839.

Finance Director Langdon explained that this is an update to the budget to carry over what was not spent in 2010.

Motion made by Councilmember Stevens, seconded by Councilmember Soriano, to approve **Ordinance No. 2854**. **Motion** passed unanimously (6-0).

Mayor's Business

Mayor Nehring:

- Most of the meetings last week got cancelled due to the snow.
- He thanked Director Nielsen and the public works crew for their round the clock work during the snow event last week.
- Mayor Nehring, Councilmember Soriano, Councilmember Wright, and CAO Hirashima attended the AWC Conference a couple weeks ago; the meetings with the legislators were particularly productive.
- He attended the Community Transit Board retreat last week where they discussed upcoming service changes and the budget process.

Staff Business

Jim Ballew:

- They hope to be reopening the golf course tomorrow. The restaurant is doing very well. They have been packed on the weekends.
- Soccer registrations have been extended for a week due to the snow.
- Waste Management has decided to be the exclusive sponsor for the concert and movie series this summer. The City is very excited about this development.
- He commended Doug Buell and Tara Mizell for their hard work tying up loose ends on the next *Messenger*.

Chief Smith:

- Marysville U was cancelled on Wednesday night and will be rescheduled, possibly on March 30.
- During the snow event there was one traffic collision with minor injuries. He commended the outstanding job done by Public Works.
- He discussed an incident that occurred last night where an officer was involved in a fight.
- Thanks to City Attorney Grant Weed for the work his office is doing on the 30-90 day jail ordinance. He commended the work done by Cheryl on this.

Kevin Nielsen:

- PW Committee on Friday will be taking a van tour.
- The costs for dealing with the snow are being calculated right now.
- A map of the proposed 87th Avenue NE alignment was distributed to the Council for their information. There was some discussion about the confusion resulting from the name of this street since it winds around and changes names a couple times. CAO Hirashima indicated that she would talk to the addressing committee about the issue. She explained that the emergency responders are very insistent about keeping it on a grid, but agreed that it was confusing.
- He announced the good news that their bill in Olympia passed the house almost unanimously.
- Waste Management will be doing double pickup this week due to missed routes last week.
- Flooding will be the next issue that Public Works is gearing up for.

Sandy Langdon:

- The auditors have scheduled the audit for May. Staff is busy finishing up the financials.
- The budget is at the printers right now and should be posted on the website soon.
- Staff is working on the retreat.

Grant Weed stated the need for an Executive Session to discuss two items concerning pending litigation. The estimated time was 20 minutes with no action needed.

Gloria Hirashima:

- She echoed the kudos to Public Works for their snow response. She also commended police and fire personnel that had to be out in the snow.
- Staff is very happy about the water bill that Director Nielsen mentioned. She applauded Al Aldrich of Strategies 360 who has been working for the City in Olympia to help us navigate that whole system. Strategies 360 was also very helpful with the legislative conference in setting up meetings and making contacts.
- 88th Street Master Plan meeting has been rescheduled for this Thursday night.

Call on Councilmembers

Carmen Rasmussen:

- Commended Director Nielsen on the road maintenance for the snow.
- She noticed that there was a notice on the website about garbage collection, but it stayed there for several days. She recommended putting a date on notices so people would know if it was current.

John Soriano:

- Complimented Public Works for their excellent work during the snow.
- The meetings in Olympia were very productive. It's great to keep our priorities in front of our representatives. CAO Hirashima's presentation was especially clear, concise and to the point.

Michael Stevens thanked Public Works for keeping the streets clear and safe.

Jeff Vaughan:

- Thanks to Public Works for the great response to the snow.
- Asked for clarification from Grant Weed on abstentions. City Attorney Grant Weed explained that different councils handle this differently. His general advice is that when a council is approving its minutes it's confirming that the word that is written about the meeting accurately reflects a summary of what happened. If a council member was not at the meeting it would be difficult for them to approve the accuracy of the minutes. In his opinion it is appropriate to not participate if you did not attend that particular meeting.
- Councilmember Vaughan asked about other circumstances under which a person might abstain. City Attorney Weed replied that the Council Rules of Procedure state that a councilmember should not abstain unless they did not participate in the subject that is at hand. He recalled that an abstention will be counted as a yes vote unless otherwise stated in the council rules.

Donna Wright thanked Public Works who did a great job with the snow. She agreed that the Olympia meetings with our representatives went very well.

Jeff Seibert:

- Thanks to Public Works for the job they did with the roads.

- He commended Director Nielsen for getting the bill through in Olympia.
- He also thanked Director Nielsen for the map and the update on the issue with Wal-Mart.

The meeting recessed at 7:55 until 8:05 at which time they reconvened into executive session to cover two pending litigation items expected to last 20 minutes with no action to be taken.

Executive Session

A. Litigation – two items concerning pending litigation pursuant to RCW 42.30.110(1)(i)

B. Personnel

C. Real Estate

Motion made by Councilmember Seibert to extend the Executive Session for 15 minutes. **Motion** seconded by Councilmember Rasmussen. **Motion** passed unanimously (6-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:40 p.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/14/2011

AGENDA ITEM: Lease Renewal Agreement and Contract Deering Wildflower Acres Park with Jeffrey and Karen Pickard for Caretaker Services	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Lease Agreement Contract for Caretaker Services	
BUDGET CODE:	AMOUNT:

SUMMARY:

The City has leased its caretaker residence located at Deering Wildflower Acres to Jeffrey and Karen Pickard since March 2001. The Pickard's have also provided Caretaker services under separate agreement for the same period. The Lease provides that the Jeffrey and Karen Pickard care for all interior and landscape maintenance of the residence pay all utilities and maintain public liability insurance.

Attached to the Lease under "Exhibit B" is the Contract for Caretaker Services. The Contract requires the Caretaker to provide daily services in the form of inspections, park security, cleaning trail maintenance and trash pick-up through-out the park.

The Contract for Caretaker Services identifies that in consideration for the lease value of the residence, caretaker services and leasehold interest is agreed at a value of \$950 per month.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Lease Agreement including the Contract for Caretaker Services with Jeffrey and Karen Pickard, at the Deering Wildflower Acres Park located at 4708 79th Avenue NE, Marysville, WA 98270. The term of the lease is for five years effective April 1, 2011 through March 31, 2016.

EXHIBIT A

LEASE AGREEMENT

THIS AGREEMENT is entered into this 1st day of April 2011, by and between the CITY OF MARYSVILLE, a municipal corporation, hereinafter designated the "Landlord", and Jeffrey and Karen Pickard, hereinafter designated the "Tenant".

WITNESSETH:

Landlord does by these presents lease and demise unto Tenant the following described real estate and premises situate in the City of Marysville, County of Snohomish, State of Washington, to wit:

The mobile home residence, carport and fenced yard adjacent to the mobile home, located at 4708 - 79th Avenue NE, Marysville, WA 98270, situated upon the property commonly known as Deering Wildflower Acres.

PROVIDED, that this lease shall be limited to the mobile home residence, carport and adjacent fenced yard. The remaining property and all other structures situated upon the property are specifically NOT included as part of the lease premises, and may be used for whatever purposes Landlord elects, including, but not limited to, use by the public for park purposes. Landlord shall have access to the yard at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

1. The term for said lease shall be for a maximum of five (5) years, commencing on April 1, 2011 and ending on March 31, 2016.
2. The value of the leasehold interest is agreed to be NINE HUNDRED FIFTY AND NO/100THS DOLLARS (\$950.00) per month. The Landlord shall be compensated for this value in the following manner:

The Tenant, Jeffrey and Karen Pickard, shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate Contract for Caretaker Services between the CITY OF MARYSVILLE and Tenant, attached hereto as EXHIBIT B. It is understood and agreed that the Tenant will not be obligated to pay the City the monthly rental for the premises in question for any month during which the Tenant has fully performed pursuant to the terms of the EXHIBIT B Contract for Caretaker Services and complied with all terms of this agreement.

3. All interior maintenance of the premises shall be performed by the Tenant. Landlord shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the premises. Landlord shall provide yard pruning services at least once every three months during the growing season. Tenant shall provide all other grounds maintenance including lawn mowing and watering the lawn and shrubbery as needed.

4. Landlord and Landlord's agents and employees shall have the right to access to the premises for the purposes of:
 - (a) Inspection;
 - (b) Maintenance, yard work, repairs, alterations or improvements;
 - (c) Display of the premises to prospective or actual workers or contractors.

Whenever practical, Landlord shall give Tenant advance notice of Landlord's intent to enter the property. Landlord shall not alter the property or home in any way so as to make the home uninhabitable by Tenant.

5. Tenant agrees that the mobile home will be used as the residence for Tenant only. Tenant agrees not to let or sublet the whole or any part of the premises nor assign this lease, or any interest therein. Tenant agrees not to operate any retail or service-oriented business within the residence or property described.
6. Tenant shall not maintain any pets or animals upon the premises without the prior written consent of Landlord. Landlord has consented to Tenant maintaining two (2) dogs upon the premises. Tenant shall not maintain any additional or different dogs upon the premises without Landlord's prior written approval. Tenant shall not permit the dogs to be outside the fenced yard except when leashed. Tenant acknowledges that dogs are prohibited within Deering Wildflower Acres, and Tenant agrees to strictly comply with this rule. When leashed the dogs shall be limited to the driveway and the lawn area immediately surrounding the mobile home. The dogs are permitted within the mobile home; provided, Tenant shall be fully responsible for all damages caused by Tenant's pets, including replacement of any soiled carpets, whether or not the Tenant believes the carpets might be cleaned. Tenant agrees to pay the Landlord in full for any damages caused by Tenant's pets. Tenant represents to Landlord that none of Tenant's pets has ever threatened to attack or attacked and/or bitten another domestic animal or a human being and Tenant's pets are not dangerous to human beings or other domestic animals.
7. Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.
8. Tenant shall maintain casualty insurance coverage for Tenant's personal property located at the premises and shall maintain public liability insurance for injuries to persons or property in at least the amount of \$500,000.00. Landlord shall provide hazard insurance for the improvements situated on the lease premises and shall also provide public liability insurance.

Landlord shall pay the real estate taxes for the lease premises.

Tenant shall pay all charges for utilities supplied to the residence including, but not limited to, electricity and garbage. The Landlord maintains telephone service to the residence. The Tenant will pay for all long distance telephone calls. The Landlord will invoice the Tenant for all

charges each month. The Tenant is expected to make payments for all utilities billed within 30 days of the invoice date.

- 9. The carport portion of the lease premises was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD). A "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" is **ATTACHMENT 1** to this agreement.
- 10. It is agreed that if default should occur on any of the conditions herein contained, or in the Contract for Caretaker Services, then it shall be the option of Landlord to declare this lease terminated. Upon termination of the lease on account of Tenant's default, Landlord shall have the right to re-enter the premises and remove all persons and property therefrom.
- 11. This lease agreement may be terminated prior to the end of the lease term by Tenant giving thirty (30) days' written notice to the City. This lease shall automatically terminate in the event the Tenant ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or early termination of this lease, the Tenant will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear and damage by the elements or fire excepted).
- 12. In the event of any litigation involving the rights or obligations of the Landlord or Tenant hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

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

CITY OF MARYSVILLE, Landlord

Tenant:

By _____
JON NEHRING, Mayor

JEFFREY PICKARD

KAREN PICKARD

ATTEST:

APPROVED AS TO FORM:

By _____
CITY CLERK

By _____
CITY ATTORNEY

ATTACHMENT 1

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

EXHIBIT B

CONTRACT FOR CARETAKER SERVICES

The CITY OF MARYSVILLE, a municipal corporation, hereinafter designated "City," and JEFF and KAREN PICKARD, hereinafter designated "Caretaker," hereby contract and agree as follows:

1. Property/Consideration: In consideration for the lease which is EXHIBIT A to this agreement, Caretaker agrees to perform certain caretaker duties more particularly described below, pertaining to the following described property:

Deering Wildflower Acres.

Situated in the County of Snohomish, State of Washington.

Street address: 4708 79th Avenue NE, Marysville, WA 98270

TOGETHER WITH the adjacent nature park acreage.

2. Caretaker Contract Term: This caretaker contract shall be for the term of the EXHIBIT A lease. Upon termination of said lease for any reason, this contract shall terminate.
3. Reporting Relationship: Caretaker shall report to the Director of Parks and Recreation, and Parks Maintenance Manager.
4. Scope of Work: Caretaker shall:
 - (a) Inspect facilities daily and advise Parks and Recreation Director or his/her designee of any repairs needed to facilities.
 - (b) Open and secure facilities daily on a schedule determined by the Park and Recreation Advisory Board. Caretaker shall open gates and lock gates at determined hours if gates are installed upon the premises. Caretaker shall be on site during scheduled activities when possible.
 - (c) Empty trash/refuse receptacles into the dumpster provided by City.
 - (d) Inspect and maintain portable restroom supplies. City is responsible for all holding tank cleaning requirements.
 - (e) Protect the park from vandal damage by reporting activities to law enforcement and public safety agencies.

- (f) Coordinate site schedules with Parks and Recreation Department, admit scheduled tours to the Park, or provide a qualified representative.
5. General Requirements and Qualifications: Caretaker must possess:
- (a) Physical abilities to perform all duties.
 - (b) Ability to read and speak English.
 - (c) Valid Washington State driver's license.
6. Special Requirements and Compensation:
- (a) Caretaker shall live on the park property in housing leased from the City of Marysville.
 - (b) The housing provided to Caretaker is in lieu of monetary compensation for services rendered.
 - (c) Caretaker shall contact the Director of Parks and Recreation to arrange for any short term or extended leave of absence from residence and/or duties. Caretaker is responsible for providing substitute caretaker during absence.
 - (d) Equipment/Tools: From time to time the City may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment, supplies or materials provided by the City or third parties.
 - (e) Employment of Third Parties: The City is contracting for the special services of the Contractor, and as such, the Contractor shall not subcontract or employ other persons to perform the caretaker services, without the specific written authorization of the City.
7. Independent Contractor
- (a) This Service Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of the City. Neither party to this Service Agreement is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.
8. Employee Benefits/Withholding
- (a) Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited

to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for himself.

9. Litigation:

- (a) In the event of any litigation involving the rights or obligations of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

10. Interpretation:

- (a) This agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

Dated April ____, 2011

JEFFREY PICKARD, Caretaker/ Contractor

KAREN PICKARD, Caretaker/Contractor

Dated April ____, 2011

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
APRIL O'BRIEN, Deputy City Clerk

APPROVED AS TO FORM:

By _____
GRANT WEED, City Attorney

Item 5 - 9

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

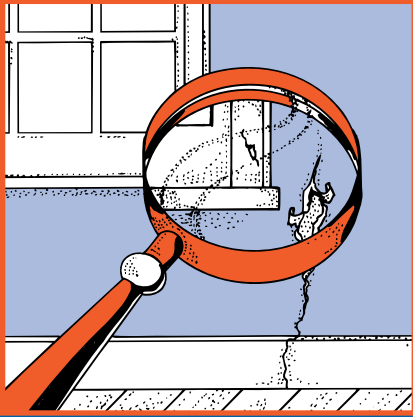
- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based ink on recycled paper (minimum 50% postconsumer) process chlorine free.

Item 5 of 10



Protect Your Family From Lead In Your Home



 **EPA** United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

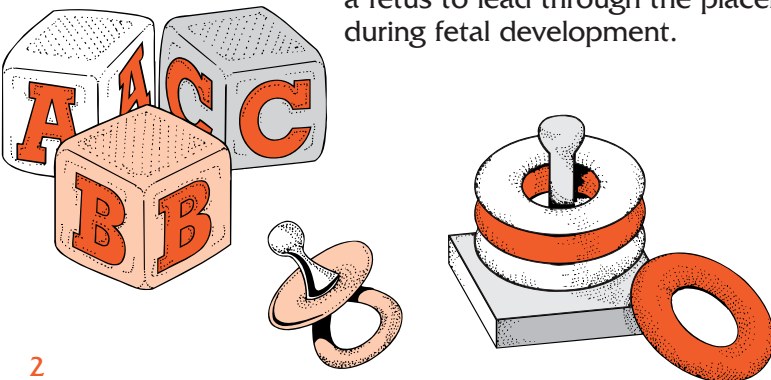
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

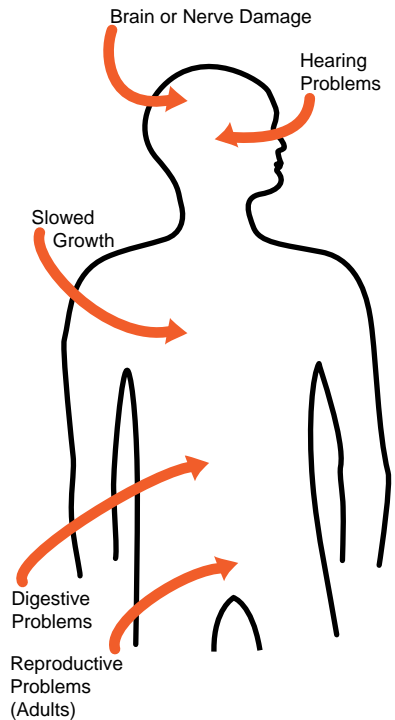
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

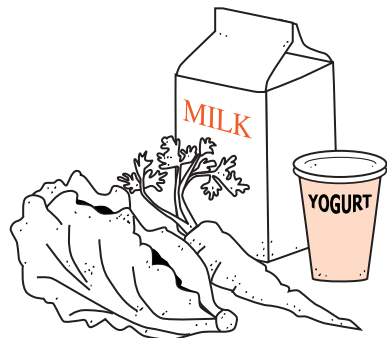
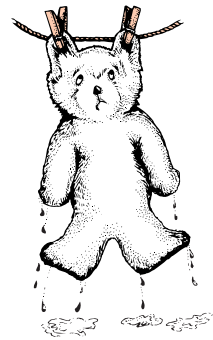
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

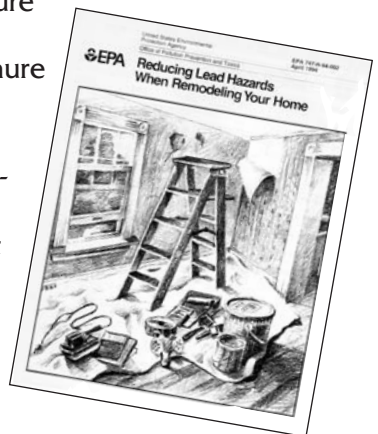
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



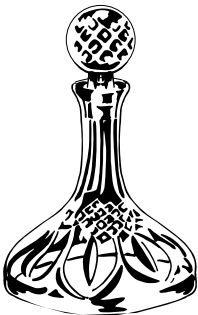
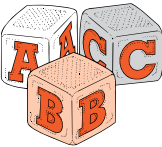
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

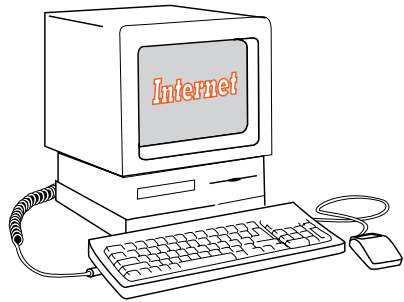
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.


U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/14/2011

AGENDA ITEM: Bayview Trail - Condemnation Ordinance	
PREPARED BY: John A. Cowling, Assistant City Engineer DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: Condemnation Ordinance	
BUDGET CODE: N/A	AMOUNT: \$0.00

SUMMARY:

The City of Marysville in anticipation of construction of the new north south Bayview trail needs to acquire property rights in the form of a recreational trail easement that matches the designed trail corridor.

If the City and property owner 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.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Ordinance authorizing the condemnation, appropriation, taking, and damaging of land and other property for construction of the Bayview Trail.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY FOR THE PURPOSE OF CONSTRUCTING A PEDESTRIAN AND BICYCLE TRAIL AND ASSOCIATED IMPROVEMENTS

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

1. Public safety, convenience, use and necessity demand completion of construction of the Bayview Trail pedestrian and bicycle trail between 75th Street NE and SR 528.

2. The City has conducted engineering studies and has determined that it will be necessary to acquire an easement for the trail as specifically described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference.

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

Parks Growth Management Fund 310

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

4. The City and the property owners may be unable to agree upon the compensation to be paid for the **EXHIBIT "A"** easement.

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

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

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

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

2. The use of the property described in **EXHIBIT "A"** is for a pedestrian and bicycle trail and associated improvements.

3. All lands, rights, privileges and other property as described in **EXHIBIT "A"** are hereby condemned, appropriated, taken and damaged for the purpose of constructing a pedestrian and bicycle trail and associated improvements. 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. The City is further authorized to amend the legal descriptions contained in **EXHIBIT "A"** as may be necessary and appropriate to meet requirements of the project.

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

Parks Growth Management Fund 310

or such other funds as may be provided by law.

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

PASSED by the City Council and APPROVED by the Mayor this 14th day of March, 2011.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT "A"

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

RECREATION AND TRAIL EASEMENT

Grantor: LONG, KENNETH L.
LONG, JANICE M.
WHIDBEY ISLAND BANK
Grantee: CITY OF MARYSIVLLE
Legal Description: Ptn NE¼ NE¼ 26-30-5, Snohomish County, WA Add'l on P. 5-6
Tax Parcel: 300526-001-001-00

THIS INDENTURE made this _____ day of _____, 2011, between KENNETH L. LONG and JANICE M. LONG, husband and wife, hereinafter referred to as "Grantor;" the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee," and WHIDBEY ISLAND BANK, hereinafter referred to as "Mortgagee"; WITNESSETH:

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

See **EXHIBIT 1** attached hereto

and,

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

Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, pave, alter, improve, repair, operate, maintain and allow public use of a public pedestrian and bicycle trail, and all appurtenances associated therewith, over, under, through, across, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

See **EXHIBIT 2** attached hereto

TOGETHER WITH the right of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of constructing, reconstructing, repaving, repairing, renewing, altering, changing, patrolling and operating said trail, and the right to bring heavy equipment and vehicles onto said property and operate said equipment and vehicles thereon for said purposes; and

TOGETHER WITH the right to install drainage facilities and to make cuts and fills as required for the above purposes; and

TOGETHER WITH the right to cut and/or remove brush, trees and other vegetation as required for the above purposes or that interfere with the use and/or operation of the trail; and

TOGETHER WITH the right to install landscaping for enhancement of the trail, and to water, fertilize and otherwise maintain and replant said landscaping; and

TOGETHER WITH the exclusive right to impose rules and regulations concerning the use of said trail and to erect signs and/or fencing for trail purposes.

This easement shall be exclusive, subject only to easements, covenants, conditions and restrictions affecting the property on the date of execution of this easement. The Grantor shall not use the easement area except in conformance with the rules and regulations established for trail use and shall not erect any buildings, structures, patios, or other construction of any nature on said easement; PROVIDED, Grantor shall be entitled to cross the easement area to access adjacent lands of Grantor in a location or locations specified by Grantee, or as the same may be relocated from time to time by Grantee.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

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

KENNETH L. LONG, Grantor

JANICE M. LONG, Grantor

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that KENNETH L. LONG and JANICE M. LONG are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2011.

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

That certain Deed of Trust dated April 30, 2007, and recorded at Snohomish County Auditor's file no. 200705030354, and that certain Deed of Trust dated February 8, 2010, recorded at Snohomish County Auditor's file no. 201003020128, and any other mortgage upon the within described land held by the Mortgagee, are hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said deed of trust/mortgage shall remain unimpaired.

DATED this _____ day of _____, 2011.

WHIDBEY ISLAND BANK, Mortgagee
pursuant to Assignments recorded under
Snohomish County Auditor's file numbers
201102140088 and 201102140086

By _____
_____ (print name)
Its _____ (title)

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of WHIDBEY ISLAND BANK to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2011.

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

EXHIBIT 1
SERVIENT ESTATE LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTH 00°42'52" WEST ALONG THE EAST LINE THEREOF, 753.55 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF BAYVIEW SUMMIT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 59 OF PLATS, PAGES 121 AND 122, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN TO BE DESCRIBED;
THENCE NORTH 87°48'53" WEST ALONG THE SOUTH LINE OF SAID BAYVIEW SUMMIT, 646.72 FEET TO AN ANGLE POINT THEREON;
THENCE NORTH 00°40'59" EAST, ALONG THE WEST LINE OF SAID BAYVIEW SUMMIT, 100.03 FEET TO AN ANGLE POINT THEREON AND BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE NORTH 87°48'53" WEST ALONG THE SOUTH LINE OF SAID BAYVIEW SUMMIT AND ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER TO THE NORTHEAST CORNER OF THE PLAT OF BAY VIEW CREST DIVISION II, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 54 OF PLATS, PAGES 89 THROUGH 91, INCLUSIVE;
THENCE SOUTH 00°44'52" EAST ALONG THE WEST LINE OF SAID PLAT 655.18 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER;
THENCE SOUTH 89°20'21" EAST, ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF WHISKEY TOP, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 2001 UNDER AUDITOR'S FILE NO. 200102065005;
THENCE NORTH 00°44'52" WEST, ALONG THE WEST LINE OF SAID WHISKEY TOP, 327.49 FEET TO THE NORTHWEST CORNER THEREOF;
THENCE SOUTH 89°16'34" EAST ALONG THE NORTH LINE OF SAID WHISKEY TOP, 646.93 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTH 00°42'52" EAST ALONG EAST LINE 226.75 FEET TO THE TRUE POINT OF BEGINNING HEREOF.
EXCEPT THE EAST 20 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 182635 IN BOOK 147, PAGE 30, DEED OF RECORDS OF SAID COUNTY FOR NE 83RD AVENUE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT 2

LEGAL DESCRIPTION EASEMENT AREA

A 28.00 foot wide Easement, over, under, through, across, in and upon that portion of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 26, Township 30 North, Range 5 East, W.M., being 14.00 feet on each side of the following described centerline:

Commencing at the southeast corner of said subdivision, also being the southwest corner of WHISKEY TOP, recorded under Auditor's File Number 200102065005, records of Snohomish County, Washington (said Plat being the basis of bearings for this description); thence North 89 degrees 20 minutes 21 seconds West, along the south line of said subdivision, a distance of 75.00 feet to the true point of beginning of the centerline to be described; thence North 0 degrees 44 minutes 52 seconds West, parallel with the east line of said subdivision and the west line of said Plat, a distance of 75.60 feet; thence North 1 degree 59 minutes 40 seconds East a distance of 83.15 feet; thence North 8 degrees 54 minutes 45 seconds East a distance of 47.65 feet; thence North 4 degrees 05 minutes 05 seconds West a distance of 120.20 feet; thence North 0 degrees 44 minutes 52 seconds West, parallel with the east line of said subdivision, a distance of 137.50 feet; thence North 3 degrees 07 minutes 28 seconds West a distance of 192.25 feet to a point in the north line of said subdivision that bears North 89 degrees 12 minutes 47 seconds West a distance of 78.00 feet from the northeast corner of said subdivision, and said centerline there terminating.

The side lines of said easement shall be lengthened or shortened to intersect the north and south lines of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 26.

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/14/2011

AGENDA ITEM: The Marysville Noon Rotary Club has contributed \$1000 in funds for the 2011 community Easter Egg Hunt event scheduled for April 22, 2011. Funds will be utilized to purchase eggs and candy for an estimated 3000 participants.	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Resolution	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Marysville Noon Rotary Club has contributed \$1000 in funds for the 2011 community Easter Egg Hunt event scheduled for April 22, 2011. Funds will be utilized to purchase eggs and candy for an estimated 3000 participants.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to accept the donation of \$1000.00 from the Marysville Noon Rotary Club and authorize the Mayor to sign the attached Resolution accepting the gift from our local service club.</p>
--

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

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

WHEREAS, the Marysville Noon Rotary Club has made a gift of one thousand dollars (\$1,000.00) towards the Marysville Parks Department Easter Egg Hunt 2011; and

WHEREAS, said gift was provided by Marysville Noon Rotary for the purpose of providing special event opportunities to the community; and

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

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

The City of Marysville hereby gratefully accepts the gift from the Marysville Noon Rotary Club subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2011.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney