

**Marysville City Council Meeting**

**February 24, 2014**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

- A. Dare to Soar Award
- B. Volunteer of the Month
- C. Safety Certification Award

**Audience Participation**

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

- 1. Approval of the January 27, 2014 City Council Meeting Minutes.
- 2. Approval of the February 3, 2014 City Council Work Session Minutes.

**Consent**

- 3. Approval of the February 5, 2014 Claims in the Amount of \$1,184,926.34; Paid by Check Number's 89959 through 90014 with No Check Number's Voided.
- 8. Approval of the February 12, 2014 Claims in the Amount of \$465,161.40; Paid by Check Number's 90015 through 90164 with No Check Number's Voided.

**Review Bids**

**Public Hearings**

**New Business**

- 4. Consider the Professional Services Agreement with HDR Engineering for Preliminary Engineering and Environmental Documentation in Support of the Interstate 5/SR 529 Interchange Expansion Project.

## Marysville City Council Meeting

February 24, 2014

7:00 p.m.

City Hall

5. Consider the Renewal of the Facility Use Agreement with AllianceOne.
6. An **Ordinance** of the City of Marysville, Washington, Approving and Confirming the Assessments and Assessment Roll of Local Improvement District No. 71 for the Purpose of Construction of an Interstate 5 Overpass, at 156th Street NE, as Provided by Ordinance No. 2827, and Levying and Assessing a Part of the Cost and Expense thereof Against the Several Lots, Tracts, Parcels of Land and Other Property as Shown on the Assessment Roll.
7. Consider the Purchase Agreement with Northwest Playground Equipment Inc. in the Amount of \$91,439.60 for Equipment for the Spray Park Project at Comeford Park.

### Legal

### Mayor's Business

### Staff Business

### Call on Councilmembers

### Executive Session

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

### Adjourn

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

# *Index #1*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse the absence of Councilmember Kamille Norton.	Excused
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
<b>Employee Services Awards:</b> <ul style="list-style-type: none"> <li>• Ilea Heath – 5 years</li> <li>• Rick Herzog – 20 years</li> <li>• Kim Ricker – 20 years</li> </ul>	Presented
<b>Volunteer of the Month January – Mike Leighan</b>	Presented
<b>Strawberry Festival Pageant Contestants' Presentations:</b> <ul style="list-style-type: none"> <li>• Karalyn Demareast</li> <li>• Brianne King</li> <li>• Rigo Perez</li> <li>• Josette Wicker</li> </ul>	Presented
<b>Approval of Minutes</b>	
Approval of the January 6, 2014 City Council Work Session Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the December 27, 2013 Claims in the Amount of \$158,502.90; Paid by Check Number's 89352 through 89421 with No Check Numbers Voided.	Approved
Approval of the December 28, 2013 Claims in the Amount of \$1,405,686.67; Paid by Check Number's 89444 through 89578 with No Check Numbers Voided.	Approved
Approval of the January 8, 2014 Claims in the Amount of \$11,527.34; Paid by Check Number's 89422 through 89443 with No Check Numbers Voided.	Approved
Approval of the January 15, 2014 Claims in the Amount of \$153,805.30; Paid by Check Numbers 89579 through 89637 with No Check Numbers Voided.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>New Business</b>	
Consider the Interlocal Agreement between the City of Marysville and Snohomish County concerning Provision of Fire Investigation Services.	Approved
Consider the Professional Services Agreement with FCS Group for Analysis of Fire and Emergency Medical Services Alternatives.	Approved
Consider the Interlocal Agreement between the Marysville City Council and the Marysville Transportation Benefit District.	Approved
Consider an Ordinance Amending Marysville Municipal Code (MMC) Chapter 20.12 Entitled "Animals and Vehicles on Sidewalk"; Providing for Severability; and Effective Date.	Continued
Consider the Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Completion of an Intersection Justification Report for a New Intersection at SR 529 and Interstate 5	Approved

South of the City of Marysville.	
<b>Legal</b>	
<b>Mayor's Business</b>	
Parks and Recreation Board Appointments; Mike Elmore, Katherine Smith, and Mike Leighan.	Approved
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:22 p.m.
<b>Executive Session</b>	8:25 p.m.
<b>Litigation – one item</b>	
<b>Personnel – two items</b>	
<b>Real Estate – one item</b>	
<b>Adjournment</b>	8:40 p.m.

COUNCIL



*DRAFT*  
MINUTES

**Regular Meeting**  
*January 27, 2014*

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Nik Baumgart of Grove Street Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

**Roll Call**

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

- Mayor:** Jon Nehring
- Council:** Steve Muller, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright
- Absent:** Kamille Norton
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Commander Lamoureux, City Attorney Pat Anderson, Public Works Director Kevin Nielsen, Community Information Officer Doug Buell, and Recording Secretary Laurie Hugdahl.

Mayor Nehring reported that Councilmember Norton had requested an excused absence since she is out of town.

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

**Approval of the Agenda**

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to approve the agenda as presented. **Motion** passed unanimously (6-0).

**Committee Reports**

Steve Muller reported that the Affordable Housing Alliance met last week and approved the 2014 budget. Arlington had a representative there. It looks like they will be joining the Alliance. The Affordable Housing Report numbers for Marysville should be available at the end of the 2<sup>nd</sup> quarter.

Jeff Seibert reported on the January 15 Finance Committee Meeting:

- There has been a new public records request which is taking about 75% of the deputy clerk's time.
- Finance and Accounting – Sales tax is doing well.
- LID process – There were ten protests of the LID up at 156<sup>th</sup> Street. A judgment is expected at the end of the month.
- Utility Billing- Garbage service started in the Sunnyside annexation area on January 13. There was a slight issue with the toters. Other than that it has gone well. There have been no problems with the water service.
- Information Services – Windows XP is being retired so everyone will have to update to 7 or 8.

Michaels Stevens reported on the January 27 Economic Development Committee meeting where they discussed Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce.

Jeff Vaughan reported on the January 27 Public Safety Meeting:

- 2014 Police Department focus is reduction of crime by at least 20%; greater integration of crime analysis; increased communication throughout the department, increased communication with other city departments, and increased exposure with our community.
- The Police Department is trying to fill all vacancies and is planning on two more hires in April – a new cadet and a lateral.
- Lt. Thomas reported on their targeting of burglaries, car prowls, and car thefts.
- The NITE team year-to-date has six search warrants with 23+ felony arrests and approximately 30 misdemeanor arrests.
- There will be a focus on developing a long-term action plan for the downtown area.

**Presentations****A. Employee Services Awards**

The following employees received service awards:

- Ilea Heath – 5 years
- Rick Herzog – 20 years
- Kim Ricker – 20 years

**B. Volunteer of the Month**

Mike Leighan was honored as the Volunteer of the month for the month of January.

**C. Dare to Soar Nomination****D. Strawberry Festival Pageant Contestants**

Jodi Hyatt introduced the senior candidates for the Strawberry Festival Pageant. The following contestants delivered speeches as part of the pageant:

- Karalyn Demareast
- Brianne King
- Rigo Perez
- Josette Wicker

**Audience Participation**

None

**Approval of Minutes (Written Comment Only Accepted from Audience.)****1. Approval of the January 6, 2014 City Council Work Session Minutes.**

**Motion** made by Councilmember Stevens, seconded by Councilmember Wright, to approve the January 6, 2014 City Council Work Session Minutes as presented. **Motion** passed unanimously (6-0).

**Consent**

- 2. Approval of the December 27, 2013 Claims in the Amount of \$158,502.90; Paid by Check Number's 89352 through 89421 with No Check Numbers Voided.**
- 3. Approval of the December 28, 2013 Claims in the Amount of \$1,405,686.67; Paid by Check Number's 89444 through 89578 with No Check Numbers Voided.**
- 4. Approval of the January 8, 2014 Claims in the Amount of \$11,527.34; Paid by Check Number's 89422 through 89443 with No Check Numbers Voided.**
- 5. Approval of the January 15, 2014 Claims in the Amount of \$153,805.30; Paid by Check Numbers 89579 through 89637 with No Check Numbers Voided.**

**Motion** made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the Consent Agenda items 2, 3, 4, and 5. **Motion** passed unanimously (6-0).



**Review Bids****New Business****6. Consider the Interlocal Agreement between the City of Marysville and Snohomish County concerning Provision of Fire Investigation Services.**

Fire Marshal Tom Maloney stated that this is a renewal of the agreement for fire investigation services by the County in the event that he is not available, and they are needed.

Councilmember Vaughan pointed out that the agenda bill stated the agreement expired in 2009. Fire Marshal Maloney stated that was a typo because they have had an agreement since then, but it did expire a year ago.

**Motion** made by Councilmember Toyer, seconded by Councilmember Stevens, to authorize the Mayor to sign the Interlocal Agreement between the City of Marysville and Snohomish County concerning Provision of Fire Investigation Services. **Motion** passed unanimously (6-0).

**7. Consider the Professional Services Agreement with FCS Group for Analysis of Fire and Emergency Medical Services Alternatives.**

Finance Director Langdon reviewed this item. The City has contracted with the Fire District for the last 19 years. In 2010, the Fire Board sent the Council a letter to consider the City annexation into the Fire District. After doing some research, the City has decided to have a consultant review the alternatives for fire services. There was a determination that the contractor would look at four options and determine pros and cons and the process that would be necessary to move forward. The cost would be approximately \$35,880 with an option of a Performa Survey of Comparable Municipalities at a cost of \$6,100 (which staff recommends) and a completion date of May 31, 2014.

**Motion** made by Councilmember Seibert, seconded by Councilmember Wright, to authorize the Mayor to sign the Professional Services Agreement with FCS Group to perform analysis of Fire and Emergency Medical Services Alternatives. **Motion** passed unanimously (6-0).

**8. Consider the Interlocal Agreement between the Marysville City Council and the Marysville Transportation Benefit District.**

Director Nielsen said this would set up the operating parameters between the City and the TBD. He stated that Grant Weed prepared this.

Councilmember Muller asked if there is a separate operating budget for the TBD. City Attorney Pat Anderson replied that there would be a separate operating budget funded from TBD revenue. Councilmember Muller asked where the funds for expenses would

come from if they never pass anything. Finance Director Sandy Langdon commented that the city staff would contract with the TBD Board to provide services. If funding is necessary it can be negotiated once the Board is formed. The Interlocal Agreement would allow that to occur.

**Motion** made by Councilmember Wright, seconded by Councilmember Stevens, to authorize the Mayor to sign the Interlocal Agreement between the Marysville City Council and the Marysville Transportation Benefit District. **Motion** passed unanimously (6-0).

**9. Consider an Ordinance Amending Marysville Municipal Code (MMC) Chapter 20.12 Entitled “Animals and Vehicles on Sidewalk”; Providing for Severability; and Effective Date.**

Commander Lamoureux stated that this ordinance came about from a citizen who had expressed some concerns about the legality of traveling on the sidewalk by bicycle. When staff looked into the ordinance it was discovered that the previous ordinance had been on the books since 1900. The proposed revisions mainly address the speed limits and penalties for traveling on the sidewalks at a rate of speed higher than what is provided for in the ordinance.

Councilmember Muller asked if the police would mainly be concerned with negligent behavior. Commander Lamoureux indicated that was correct.

Councilmember Vaughan asked if any consideration had been given to motorized scooters and how that section works with this one. Commander Lamoureux replied they had not looked at that because they were looking specifically at people-powered devices for this ordinance. Councilmember Vaughan expressed concern about possible confusion because he didn't see that this only referred to people-powered devices. He referred to section 12.20.010(b) which says that this section does not apply to implements known as walkers, wheelchairs, or scooters used for human transportation for persons with disabilities or injuries or children's strollers. Section 11.14 uses the term motorized foot scooters. He thought that these two codes could be confusing. He thought that at least this new one should reference 11.14 for motorized vehicles.

Councilmember Seibert noted that this ordinance specifically references sidewalks. He wondered if certain shoulders which have been improved with walking spaces should also be referenced. Director Nielsen thought that could be referenced.

Councilmember Muller referred to trail systems and thought that any pedestrian corridor should be included.

CAO Hirashima said that staff would research the motorized scooter section and integrate some language to ensure consistency as well as language that provides for similar protection on walkways and trails. She noted that a revised version would come back in the next cycle.

**11. Consider the Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Completion of an Intersection Justification Report for a New Intersection at SR 529 and Interstate 5 South of the City of Marysville.**

Mayor Nehring commented that Snohomish County is willing to contribute \$500,000 towards the IJR. This would come in the form of \$140,000 at the end of this year and \$360,000 in 2015.

CAO Hirashima said that this has been approved by Snohomish County Prosecuting Attorney, but it will require action by their County Council. This was also done in the context of some other discussions regarding cooperation and joint projects by the County. Staff feels this is something of great benefit to the City of Marysville as well as the region.

Councilmember Seibert asked about the two-phase payment. He wondered if the \$340,000 is meant to be a reimbursement or if the City would have to wait to complete the IJR. Mayor Nehring said they would not delay the project; it will likely be a reimbursement. Director Nielsen said they hope to have the IJR completed by the end of the year.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to sign the Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Completion of an Intersection Justification Report for a New Intersection at SR 529 and Interstate 5 South of the City of Marysville.

**Motion** passed unanimously (6-0).

## Legal

### Mayor's Business

**10. Parks and Recreation Board Appointments; Mike Elmore, Katherine Smith, and Mike Leighan.**

**Motion** made by Councilmember Seibert, seconded by Councilmember Muller, to approve the appointment of Mike Elmore to the Parks and Recreation Board. **Motion** passed unanimously (6-0).

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve the appointment of Katherine Smith to the Parks and Recreation Board.

**Motion** passed unanimously (6-0).

**Motion** made by Councilmember Muller, seconded by Councilmember Wright, to approve the appointment of Mike Leighan to the Parks and Recreation Board. **Motion** passed unanimously (6-0).

Mayor Nehring:

- He distributed and discussed a schedule for the meetings with legislators on Wednesday and Thursday. Staff is putting together a brochure highlighting the City's priorities such as the 529 project, 528 IJR and the Qwuloolt walking trail. Councilmember Seibert suggested including a way to attach a lien for water sewer garbage issues.
- Snohomish County Tomorrow approved the MIC last week. This is good news to move the process along.

### **Staff Business**

Robb Lamoureux had further no comments.

Kevin Nielsen:

- He commended Rick Herzog's 20 years of service and the valuable work he performs in the City.
- The signal at 528 and 53<sup>rd</sup> is waiting on the poles. They should be here next month.
- Staff is trying to get all the projects out to bid for spring and summer. There are a lot of construction projects coming up.

Councilmember Muller commented that the crossing over the tracks at 528 seems a little steep. Director Nielsen said they would look into it.

Sandy Langdon had no comments.

Pat Anderson thanked the City for welcoming him to his first meeting.

Gloria Hirashima stated the need for an Executive Session to discuss one personnel item, one pending litigation item, one contract negotiations item, and one real estate item with no action requested and expected to last 15 minutes.

### **Councilmember Comments**

Steve Muller:

- It's great to have staff come to get recognized.
- The new tables look nice
- Go Hawks.

Rob Toyer had no comments.

Michael Stevens stated that Snohomish County Cities met a couple weeks ago. He and Councilmember Wright were both elected to positions at Puget Sound Regional Council.

Jeff Seibert:

- He asked who could be contacted with questions about construction of sidewalks at certain locations.

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- He expressed concern about people who park on the improved shoulder on 80<sup>th</sup> and other streets and block access for people with mobility chairs who are then forced to go into the street to get around the cars. He requested that something be done to keep the sidewalk clear for people who need to use it. Director Nielsen said they would look at that with the Traffic Safety Committee.

Donna Wright commented that she will be going to Olympia on Tuesday because she is serving on the nominating committee.

Jeff Vaughan had no comments.

The meeting was recessed at 8:22 for three minutes before reconvening into Executive Session at 8:25 to discuss one personnel item, one pending litigation item, one contract negotiations item, and one real estate item with no action requested and expected to last 15 minutes.

### **Executive Session**

- A. Litigation – one item, RCW 42.30.110 (1)(i)
- B. Personnel – two items, RCW 42.30.110 (1)(g) and RCW 42.30.140 (4)(a)
- C. Real Estate – one item, RCW 42.30.110 (1)(c)

Executive Session ended and public meeting reconvened at 8:40 p.m.

### **Adjournment**

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #2*

COUNCIL*DRAFT*  
MINUTES

**Work Session**  
*February 3, 2014*

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:02 p.m. and led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Jon Nehring

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

**Absent:** None

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

Motion made by Councilmember Muller, seconded by Councilmember Wright to approve the agenda. Motion passed unanimously (7-0).

**Committee Reports**

**Approval of Minutes**

- 1. Approval of the January 13, 2014 City Council Meeting Minutes.**

**Consent**

2. **Approval of the January 22, 2014 Claims in the Amount of \$909,096.08; Paid by Check Number's 89638 through 89746 with Check Number's 88740, 89433, 89554, and 89593 Voided.**
3. **Approval of the January 17, 2014 Payroll in the Amount of \$836,909.34; Paid by Check Number's 27318 through 27355.**

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

4. **Consider the Final Plat of Rock Creek North Division 2, Phase 2.**

CAO Hirashima reviewed this item. She explained that the plat consists of 15 lots and was originally approved by Snohomish County before the City annexed the area. The overall plat is 143 lots on 33 acres. This is Division 2. This project is located east of 83<sup>rd</sup> Avenue and south of 84<sup>th</sup> Street NE. They have met all the conditions of final plat approval.

5. **Consider the Professional Services Agreement with HDR Engineering for Preliminary Engineering and Environmental Documentation in Support of the Interstate 5/SR 529 Interchange Expansion Project.**

This item was removed due to continuing negotiations.

6. **Consider an Ordinance Amending Marysville Municipal Code (MMC) Chapter 12.20 Entitled "Animals and Vehicles on Sidewalk"; Providing for Severability; and Effective Date.**

Commander Lamoureux discussed updates to the proposed amendments as a result of comments and questions from the Council last week.

Regarding Councilmember Seibert's question about improved shoulders that have been designated as walkways as well as park trails. Director Ballew explained that there is currently signage on parks trails that prohibits motorized uses, but bike lanes adjacent to sidewalks are considered non-recreational. The Court found that if the road system or trail system is considered a transportation corridor, not a recreational corridor, the use of the Recreation Immunity Act does not assist the City. Based on that, he recommended restricting the amendments to transportation corridors, and not recreational corridors. Councilmember Seibert asked about classifying the improved shoulder as a sidewalk so that police could enforce negligent activities.



Director Nielsen discussed difficulties in meeting certain criteria with the shoulders in the County. Councilmember Seibert said he mainly wants to delineate the improved shoulders from other shoulders and classify them as walkways, not a parking strip or a place to ride your bicycle at high speeds in order to assist police. Director Nielsen explained that in specific places there will be no parking signs. City Attorney Weed wondered if there was already a civil infraction that the police could issue for those who act recklessly on the shoulder or the road. Commander Lamoureux commented that currently if there is not a sidewalk then the transporter is considered to be in the street right-of-way which enables the police to have enforcement action. Councilmember Seibert said he wanted to differentiate between normal shoulders and shoulders that are “improved” and designated as walkways to protect pedestrians. Commander Lamoureux offered to look into this further, but he thought that it was still enforceable by police even though it was part of the street. City Attorney Weed suggested inserting language such as “. . . or other walkway specifically designated for pedestrians”.

Councilmember Seibert suggested painting pictures of pedestrians on the road on shoulders that are designated walkways. He then asked about the possibility of people being able to take a picture of people who park illegal in walkways and send it in to police. Commander Lamoureux stated that in order to write an infraction it would have to actually be observed by the officer writing the infraction.

Director Nielsen commented that painting symbols on a roadway would open up a bunch of other conditions. Chief Smith added that adding regulations to the MMC actually makes it more difficult for the police to take enforcement action. He commented that any time there is an extension of the roadway he thinks it is already looked at very carefully by police.

**7. Consider a Resolution Establishing that Special Market Conditions Exist with Respect to the Purchase of Certain Water Filtration Equipment and Technical Assistance and thereby Waiving that Competitive Bidding Occur.**

Director Nielsen explained that this is a requirement by state law so the City can waive the competitive bidding process because the material is unique to the operation of the filtration plant.

City Attorney Weed clarified that this item fits into the circumstances where the City is allowed to waive the state bidding laws.

**8. Consider an I-502 Recreation Marijuana Regulation Alternative Discussion.**

CAO Hirashima reviewed the history of this item including the moratorium imposed by Council, the I-502 Committee recommendations, and the Planning Commission hearing and recommendation to prohibit all aspects of marijuana operations in the City.

City Attorney Weed explained that one of the recent developments on this issue is that the Liquor Control Board asked the Attorney General’s Office for an Opinion about whether I-502 preempts local jurisdictions from banning these types of businesses

altogether. The Opinion was that I-502 does not prohibit cities from imposing a ban should they choose to do it. He stressed that while this is important, it is just an opinion and not law. Another development is that there have been three different bills proposed in the legislature. HB 2322 would prohibit counties, cities and towns from enacting any ordinance or other regulations that would prohibit businesses that get licensed by the state. Concurrently HB 2509 and HB 2510 would specifically allow cities and town to prohibit these types of businesses. None of these bills have passed yet. He reviewed how other cities are handling this issue.

Lt. Thomas stated that the Police Department has held a position of prohibition from the beginning. Their recommendation is that the Planning Commission and City Council continue the prohibition on the establishment of marijuana businesses within the city limits of Marysville. For this recommendation, the police looked at crime statistics associated with this and medical marijuana, information from a white paper based in Los Angeles, other areas of this emerging industry, the fact that it is a violation of federal law, concerns about the state Liquor Control Board's ability to enact robust plans, and organized crime concerns.

Chief Smith commended the City Council for their stance on the moratorium. He stressed the following:

- Marijuana is still a federal crime.
- It does not appear that the Liquor Control Board will not have adequate staffing to monitor over 300 retail shops plus producer / processor sites. The city does not have time to monitor these, and he doesn't have much confidence in the state's ability to monitor these.
- There is a threat to the black market. The DEA is very concerned about these issues in Denver.
- Banking is still an issue. This is a cash business which brings crime.

Mayor Nehring thanked the Committee and the Planning commission for their work on this.

CAO Hirashima stated that the list of pending applications has grown. There are at least 29 applications that have been submitted for producer, processor, and retail operations. The City is receiving applications and business license applications which have been denied on the basis of the moratorium in the city. She reviewed the options available to the Council as a result of the Planning Commission recommendation.

City Attorney Weed stated that the general recommendation of the Planning Commission was to prohibit producers, processors, and retailers, but there was not a specific ordinance before them that they were considering. He noted that if the Council wanted to follow along with this direction staff would need to prepare an ordinance prohibiting these aspects.

Councilmember Wright commented that the sooner the Council addresses this, the better.

Councilmember Seibert asked about HB 2322 which would prohibit cities and towns from enacting any ordinance which has the effect of preventing or impeding the establishment of a marijuana business that gets the required license from the state. This doesn't mean that a city would be prohibited from having its own set of rules, but it couldn't adopt rules that would completely disallow the operation of those businesses if that bill passes as proposed. Additionally, HB2322 states that any city that does an outright prohibition would be disallowed from receiving any of the liquor revolving fund monies that might otherwise be available.

Councilmember Seibert commented that if they had to write something to allow these businesses they would have the ability to at least zone it appropriately. He asked CAO Hirashima if the Planning Commission looked at zoning alternatives at all. CAO Hirashima said that there were some scenarios available that staff had put together, but they weren't necessarily addressed by the Planning Commission. Councilmember Seibert asked if the Council passes an ordinance prohibiting these businesses would they would be able to modify it later? City Attorney Weed affirmed that Council could always amend any ordinance that they adopt. He clarified that the legislature needs a 2/3 majority to pass any of the bills he had referred to.

Councilmember Muller asked if those cities that have a prohibition now might actually open themselves up to litigation as opposed to just having a moratorium. City Attorney Weed stated that there are certainly risk management aspects to all of this, but he suggested discussing this in Executive Session.

Councilmember Vaughan asked if there are also some risks of allowing these things to occur within the City. City Attorney concurred that there are risks on both sides of this issue. Councilmember Vaughan referred to the Attorney General Opinion and asked if a city should look at that as grounds to go ahead with a prohibition or if they should wait until some kind precedent is set. City Attorney Weed replied that while the Attorney General Opinion is not law, it is given some deference by the courts. He noted that there are no pending cases right now regarding cities' rights to prohibit these businesses. Councilmember Vaughan said he would be interested in seeing what an ordinance for prohibition might look like so they could consider that as a council.

Councilmember Seibert concurred. He said he would like staff to prepare whatever information they would need to discuss the issue in an Executive Session. City Attorney Weed recommended having a conversation about the different approaches they could take to banning these types of businesses before they draft an Ordinance because there is more than one approach to writing this type of ordinance. Councilmember Seibert recommended staff creating a draft ordinance then having a conversation about risk management in Executive Session.

**9. Consider the Remedial Action Grant Between the Washington State Department of Ecology and the City of Marysville.**

The City was successful in receiving a remedial action grant from the DOE for the Geddes Marina for \$200,000 for cleaning up the site. She commended Shawn Smith for tracking down and obtaining this grant.

**Mayor's Business**

Mayor Nehring:

- It was a great Super Bowl game yesterday.
- AWC Action Conference was very well put together and was a great lobbying opportunity.
- At the AWC Board meeting there was a lot of discussion about different aspects of the marijuana issue. Their position is that the legislature should not interfere with the cities' ability to enact whatever position they choose on this matter. They also discussed protecting funding. He noted that the state is very overextended in their debt.
- The Red Curtain Foundation is really trying to get an arts center off the ground. They will be having a kickoff luncheon/fundraiser towards this effort on February 18 at 12:30 p.m. Interested council members should let him know if they plan to attend.

**Staff Business**

Sandy Langdon had no comments.

Rick Smith:

- He praised the Seahawks' performance at the game.
- Police supported the Seahawks by flying 12<sup>th</sup> Man flags which received very positive public response.
- Regarding the sidewalk issue, he asked for more direction from the Council. Mayor Nehring recommended researching what it would take to make sure that they can police it in a way that would protect the pedestrians in that area. Councilmember Seibert said he thought that what City Attorney Weed had suggested was adequate from his perspective, but he recommended that the police consider what works best for them. Chief Smith indicated they would talk with Grant Weed's office about it.
- More search warrants were issued last week and this week. A burglar was arrested this week. Patrol, the NITE team and detectives have been working together very well and enabled the police to be proactive.
- Pastor/Police Chaplain Greg Kanehan's father passed away last week.

Doug Buell commented that Saturday there would be an event to show *Race: The Power of Illusion* – a three-part PBS documentary from 9 to 2 at the Marysville United Methodist Church.

Kevin Nielsen:

- He commended Mayor Nehring's speech at the Chamber last week.
- There will be a Public Works Committee Meeting on Friday.
- Drive safe because the temperatures are dropping and ice is expected.

Jim Ballew had no comments.

Grant Weed:

- No Executive Session needed tonight.

Gloria Hirashima had no comments.

### **Call on Councilmembers**

Steve Muller stated that the AWC was great. There was a lot of discussion about resurrecting the Public Works Fund. It was very positive. Legislative representatives were very responsive.

Donna Wright:

- She concurred with the AWC. She commented on the value of networking with other council members around the state.
- The Chamber meeting with the Mayor's address was packed.

Jeff Seibert:

- He asked if the Red Curtain Foundation has applied for Hotel Motel Grant funds. Mayor Nehring said he mentioned it to them and they plan to apply next year.
- He was disappointed in the reported low numbers of people who showed up for the odor meeting last week.
- He will not be able to attend the Public Works meeting on Friday.

Rob Toyer had no comments.

Kamille Norton:

- She heard that the Father Daughter dance was wonderful as usual.
- She commended the Mayor's speech on Friday.

Michael Stevens:

- Go Seahawks.
- Go Marysville.
- The Father Daughter Dance was amazing. He enjoyed his fifth year attending.

Jeff Vaughan thanked the Mayor for his orange candy.

*DRAFT***Executive Session**

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

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:17 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Mayor  
Jon Nehring

---

April O'Brien  
Deputy City Clerk

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 24, 2014**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **February 5, 2014** claims in the amount of **\$1,184,926.34** paid by **Check No.'s 89959 through 90014 with no Check No.'s voided.**

**COUNCIL ACTION:**



BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-2**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,184,926.34 PAID BY CHECK NO.'S 89959 THROUGH 90014 WITH NO CHECK NO.VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

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

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **24<sup>th</sup> DAY OF FEBRUARY 2014.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/30/2014 TO 2/5/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89859	ACADEMIC CHOIR	JUDICIAL ROBES	GENERAL FUND	-50.92
	ACADEMIC CHOIR		GENERAL FUND	-25.46
	ACADEMIC CHOIR		PROBATION	80.37
	ACADEMIC CHOIR		PROBATION	160.73
	ACADEMIC CHOIR		MUNICIPAL COURTS	241.09
	ACADEMIC CHOIR		MUNICIPAL COURTS	482.19
89860	ACLARA RF SYSTEMS	HANDHELDS	WATER SERVICES	9,426.48
	ACLARA RF SYSTEMS	NCC SYSTEM 2 (2)	WATER SERVICES	21,720.00
89861	ADVANTAGE BUILDING S	JANITORIAL SERVICE	COMMUNITY CENTER	100.00
89862	AGRICULTURE, DEPT OF	2014 PESTICIDE LICENSES (2)	MAINTENANCE	66.00
	AGRICULTURE, DEPT OF	2014 PESTICIDE LICENSES (6)	PARK & RECREATION FAC	198.00
89863	AIRPORT WELDING	REPAIR EXHUAST SYSTEM	EQUIPMENT RENTAL	533.12
89864	AMERICAN ELECTRICAL	RELEASE RETAINAGE	UTILITY CONSTRUCTION	6,058.25
89865	AMERICAN PUBLIC WORK	NPWI PW ESSENTIALS TRAINING-SC	UTIL ADMIN	500.00
89866	AMSAN SEATTLE	JANITORIAL SUPPLIES	UTIL ADMIN	124.20
	AMSAN SEATTLE		MAINT OF GENL PLANT	124.20
	AMSAN SEATTLE		MAINT OF GENL PLANT	445.93
89867	APOLLO CONCRETE	(7) 2" CORES FOR TEST HOLES	SURFACE WATER CAPITAL PF	380.10
89868	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		MAINTENANCE	11.24
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.39
89869	ARMOR HOLDINGS FOREN	FINGERPRINTING SUPPLIES	DETENTION & CORRECTION	126.91
89870	ASPEN PUBLISHERS	APA BASIC GUIDE TO PAYROLL	FINANCE-GENL	504.99
89871	BAILEY, DARREN & LIS	UB 761307530002 7502 73RD PL N	WATER/SEWER OPERATION	7.72
89872	BARMON DOOR	DOOR HANDLE REPAIR	MAINT OF GENL PLANT	31.09
	BARMON DOOR	STEEL DOOR	MAINT OF GENL PLANT	265.05
	BARMON DOOR	DOORS AND SUPPLIES	MAINT OF GENL PLANT	2,130.62
89873	BICKFORD FORD	ENGINE OIL COOLER HOSE KIT	EQUIPMENT RENTAL	115.25
89874	BLUMENTHAL UNIFORMS	UNIFORM-JONES	POLICE PATROL	17.32
89875	BOND, AMANDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89876	BRIM TRACTOR	CYLINDER SEAL, GLAND AND ROD	EQUIPMENT RENTAL	737.87
89877	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	109.89
	BRINKS INC		UTIL ADMIN	109.89
	BRINKS INC		GOLF ADMINISTRATION	189.60
	BRINKS INC		UTILITY BILLING	193.15
	BRINKS INC		POLICE ADMINISTRATION	359.66
	BRINKS INC		MUNICIPAL COURTS	359.66
89878	BROWN, CHRIS	REIMBURSE MILEAGE	COMPUTER SERVICES	40.95
89879	BUELL, LARRY	REIMBURSE MEALS-TRAINING	POLICE TRAINING-FIREARMS	50.41
89880	BURCH, MYRNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.29
89881	CALLAGHAN, THOMAS		NON-DEPARTMENTAL	30.16
89882	CARNEGIE, MARY		NON-DEPARTMENTAL	20.31
	CARNEGIE, MARY		UTIL ADMIN	37.70
	CARNEGIE, MARY		UTIL ADMIN	140.49
89883	CARRS ACE	PUMP SPRAYERS	ROADWAY MAINTENANCE	23.86
89884	CHAMPION BOLT	SAFETY GLOVES	PARK & RECREATION FAC	201.86
89885	CHRISTISON, NICOLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89886	CHRISTMAN, ALBERT	UB 260024000000 5415 116TH ST	WATER/SEWER OPERATION	66.36
89887	CMS COMMUNICATIONS	5220 MITEL PHONES	INFORMATION SERVICES	-25.24
	CMS COMMUNICATIONS		COMPUTER SERVICES	318.66
89888	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	49.67
89889	COOP SUPPLY	PEAT MOSS	PARK & RECREATION FAC	32.56
	COOP SUPPLY	HAND SAWS	ROADSIDE VEGETATION	86.86
	COOP SUPPLY	PRUNING TOOLS	ROADSIDE VEGETATION	336.59
89890	CORRECT EQUIPMENT	SANDFILTER ALUMINUM PUMP MOTOR	WASTE WATER TREATMENT F	2,770.15

**CITY OF MARYSVILLE  
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89890	CORRECT EQUIPMENT	SANDFILTER ALUMINUM PUMP	WASTE WATER TREATMENT F	7,937.57
89891	CRYSTAL SPRINGS	WATER COOLER RENTAL	WASTE WATER TREATMENT F	161.67
89892	DAILY JOURNAL OF COM	LEGAL AD	WATER CAPITAL PROJECTS	406.60
89893	DAYVILLE HAY & GRAIN	LOG POST FIR FENCING	PARK & RECREATION FAC	809.80
89894	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		PROBATION	16.79
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
89895	DEAVER ELECTRIC	REPLACE FLEX CONDUIT FOR ROOF	GOLF ADMINISTRATION	90.88
89896	DELL	MONITORS	IS REPLACEMENT ACCOUNTS	3,636.41
	DELL	ENGINEERING WORKSTATIONS	IS REPLACEMENT ACCOUNTS	12,169.75
	DELL	PC REPLACEMENTS	IS REPLACEMENT ACCOUNTS	19,296.61
89897	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	218.88
89898	DICKIE, FLOYD	UB 680360000000 10209 SHOULTES	WATER/SEWER OPERATION	5.55
89899	DICKISON, JOYCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	96.74
89900	DICKS TOWING	TOWING EXPENSE-MP14-0428	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-0665	POLICE PATROL	43.44
89901	DOORMAN COMMERCIAL	BACK DOOR REPAIR-PSB	PUBLIC SAFETY BLDG.	212.86
	DOORMAN COMMERCIAL	BACK DOOR REPAIR-CH	ADMIN FACILITIES	552.77
89902	DUNLAP INDUSTRIAL	BOOTS-BROWN AND WARD	STORM DRAINAGE	293.42
89903	E&E LUMBER	SPRAY PAINT	PARK & RECREATION FAC	5.90
	E&E LUMBER	PAINT	SEWER LIFT STATION	7.29
	E&E LUMBER	SPACKLE	PARK & RECREATION FAC	8.33
	E&E LUMBER	SHRINK TUBE AND CONNECTORS	PARK & RECREATION FAC	10.71
	E&E LUMBER	LIGHT BULBS, DUST PAN, RAGS AN	MAINT OF GENL PLANT	50.79
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	59.77
	E&E LUMBER	CAULKING GUN AND TAMPER	SEWER MAIN COLLECTION	61.49
	E&E LUMBER	EXT POLE, TAPE AND PROPANE	ER&R	234.86
89904	EAST JORDAN IRON WOR	VALVE BOXES AND LIDS	WASTE WATER TREATMENT F	355.93
	EAST JORDAN IRON WOR	RISERS	SEWER MAIN COLLECTION	750.30
89905	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
89906	ENOS, DEBORAH	KEY NOTE SPEAKER	UTIL ADMIN	990.00
89907	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	46.81
89908	FOOTJOY	GOLF SHOES	GOLF COURSE	98.48
	FOOTJOY		GOLF COURSE	1,119.77
89909	FRITZEL, GEORGE R.	UB 049112000000 7521 91ST PL N	WATER/SEWER OPERATION	10.95
89910	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.08
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.08
	FRONTIER COMMUNICATI		LEGAL-GENL	0.12
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.17
	FRONTIER COMMUNICATI		CITY CLERK	0.20
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.25
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.46
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.61
	FRONTIER COMMUNICATI		ANIMAL CONTROL	1.26
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	1.92
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.34
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	2.35
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	2.59
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	3.03

**CITY OF MARYSVILLE  
 INVOICE LIST  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89910	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	GENERAL SERVICES - OVERH	3.08
	FRONTIER COMMUNICATI		FINANCE-GENL	4.21
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	4.25
	FRONTIER COMMUNICATI		STORM DRAINAGE	4.44
	FRONTIER COMMUNICATI		UTIL ADMIN	7.09
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	7.63
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	8.10
	FRONTIER COMMUNICATI		UTILITY BILLING	8.82
	FRONTIER COMMUNICATI		ENGR-GENL	9.85
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	10.49
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	10.84
	FRONTIER COMMUNICATI		POLICE PATROL	11.95
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	15.32
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	15.64
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	17.12
	FRONTIER COMMUNICATI		COMPUTER SERVICES	20.65
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	33.75
	FRONTIER COMMUNICATI	ACCT #360-651-7319-032499-5	TRAFFIC CONTROL DEVICES	40.70
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	43.46
	FRONTIER COMMUNICATI		POLICE PATROL	43.46
	FRONTIER COMMUNICATI		ADMIN FACILITIES	43.46
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	43.46
	FRONTIER COMMUNICATI		LIBRARY-GENL	43.46
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	43.46
	FRONTIER COMMUNICATI	ACCT #360-657-7108-092711-5	STREET LIGHTING	43.64
	FRONTIER COMMUNICATI	ACCT #360-658-3358-031102-5	POLICE PATROL	43.64
	FRONTIER COMMUNICATI	ACCT #360-659-4398-112107-5	PUBLIC SAFETY BLDG.	85.18
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	86.91
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	86.91
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	86.91
	FRONTIER COMMUNICATI		COMMUNITY CENTER	86.91
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	86.91
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	86.91
	FRONTIER COMMUNICATI	ACCT #360-653-4028-012508-5	ADMIN FACILITIES	87.28
	FRONTIER COMMUNICATI	PHONE CHARGES	UTILITY BILLING	130.37
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	173.82
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	217.25
	FRONTIER COMMUNICATI		UTIL ADMIN	298.92
89911	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,966.60
	GENERAL CHEMICAL		WASTE WATER TREATMENT F	5,076.96
89912	GLENN CONSULTING INC	2014 BST CONFERENCE-BURKE	TRAINING	110.00
89913	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	57.27
89914	GOODMAN, DONALD	UTILITY TAX REBATE	UTIL ADMIN	37.70
	GOODMAN, DONALD		NON-DEPARTMENTAL	84.68
	GOODMAN, DONALD		UTIL ADMIN	140.49
89915	GOVCONNECTION INC	SYMANTEC LICENSES	COMPUTER SERVICES	3,962.39
89916	GRAYBAR ELECTRIC CO	FITTINGS	PARK & RECREATION FAC	4.62
89917	GROUP HEALTH	DOT PHYSICAL	EQUIPMENT RENTAL	75.00
89918	HACH COMPANY	STORAGE SOLUTION	WASTE WATER TREATMENT F	48.76
89919	HD FOWLER COMPANY	DRAIN PIPE AND FITTING	PARK & RECREATION FAC	105.83
	HD FOWLER COMPANY	BALL FLOATS	PUMPING PLANT	152.04
	HD FOWLER COMPANY	HYDRANT PARTS	HYDRANTS INSTALLATION	2,123.47
89920	HD SUPPLY WATERWORKS		HYDRANTS INSTALLATION	2,018.95
	HD SUPPLY WATERWORKS		HYDRANTS INSTALLATION	2,018.95
	HD SUPPLY WATERWORKS		HYDRANTS INSTALLATION	2,061.70

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/30/2014 TO 2/5/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89921	HINKSON, VIOLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.97
89922	HYATT, JAMES		NON-DEPARTMENTAL	32.14
89923	IIMC	MEMBERSHIP DUES-OBRIEN, A	CITY CLERK	185.00
89924	IMSA NW SECTION	CERTIFICATION RENEWAL-KINNEY,	TRANSPORTATION MANAGEM	40.00
89925	INDUSTRIAL SUPPLY IN	SHOVEL HANDLES	ER&R	238.32
89926	ISS-WONDERWARE	2014 WONDERWARE SUPPORT RENEWA	WASTE WATER TREATMENT F	10,181.25
89927	JEFFERSON, BRENDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.17
89928	LA CONNER COUNTRY IN	2014 DIRECTORS RETREAT CONF RO	NON-DEPARTMENTAL	177.53
89929	LASTING IMPRESSIONS	BASKETBALL SHIRTS	RECREATION SERVICES	43.33
	LASTING IMPRESSIONS	FLEECE CAPS	ER&R	291.91
89930	LAW,LYMAN,DANIEL,KAM	LEGAL FEES	NON-DEPARTMENTAL	15.37
	LAW,LYMAN,DANIEL,KAM		WASTE WATER TREATMENT F	46.13
89931	LEONARD, REMY	PRO-TEM SERVICE	MUNICIPAL COURTS	740.00
89932	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES	EQUIPMENT RENTAL	366.55
	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES (6)	ER&R	1,397.71
89933	LICENSING, DEPT OF	CAMPBELL, EMILY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GETTY, LLOYD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JAMES, CARLTON (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARTINSON, ROBERT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MORALES, LUIS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	UPTGRAFT, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HEALY, BRENT (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	HINDRICKSEN, DEWEY (LT RENEWAL)	GENERAL FUND	21.00
89934	LOWES HIW INC	WEDGE, ZINC EYE AND WIRE	SOURCE OF SUPPLY	12.99
89935	MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	267.00
	MACKIE, TRACEY		COMMUNITY CENTER	736.00
89936	MAILFINANCE	POSTAGE LEASE PAYMENT	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
	MAILFINANCE		MUNICIPAL COURTS	512.03
89937	MANGASER, DANIELLE	MILEAGE REIMBURSEMENT	EXECUTIVE ADMIN	12.27
89938	MARTINKA, BEVERLY &	CPL REFUND	GENL FUND N/BUS LIC & PER	4.00
	MARTINKA, BEVERLY &		GENERAL FUND	8.00
	MARTINKA, BEVERLY &		POLICE-SECURITY	14.00
	MARTINKA, BEVERLY &		GENERAL FUND	16.50
89939	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	192,223.67
	MARYSVILLE FIRE DIST		FIRE-GENL	576,050.34
89940	MARYSVILLE PAINT	PAINTING SUPPLIES	SEWER LIFT STATION	111.29
89941	MARYSVILLE PRINTING	VALENTINES DANCE PAPER CUTTING	RECREATION SERVICES	10.86
	MARYSVILLE PRINTING	PROBATION NOTICES	PROBATION	105.43
	MARYSVILLE PRINTING	PROSECUTOR OFFER FORMS	LEGAL - PROSECUTION	167.12
	MARYSVILLE PRINTING	COLOR COPY PRINTING	POLICE ADMINISTRATION	223.15
	MARYSVILLE PRINTING	ENVELOPES AND NCO PETITIONS	PROBATION	328.39
	MARYSVILLE PRINTING		MUNICIPAL COURTS	985.20

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89942	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
89943	MENCKE, SANDY	REFUND CLASS FEES	PARKS-RECREATION	15.00
89944	METAL FINISHING INC	POWDER COAT BENCH FRAMES	PARK & RECREATION FAC	106.50
89945	MILLER, KATIE MARIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89946	NACM	NACM MEMBERSHIP-ELSNER	MUNICIPAL COURTS	125.00
89947	NATIONAL BARRICADE	BASES, PINS AND DELINEATORS	TRAFFIC CONTROL DEVICES	878.79
89948	NELSON PETROLEUM	GREASE	EQUIPMENT RENTAL	453.89
89949	NEWMAN, EMILY	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.45
89950	NEXLEVEL REO	UB 881040000000 5403 76TH PL N	WATER/SEWER OPERATION	43.29
89951	NEXTEL	ACCT #843707243	EQUIPMENT RENTAL	37.99
89952	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.36
	NEXTEL		SEWER LIFT STATION	60.36
89953	NIKE USA INC	SEAHAWK 1/2 ZIP	GOLF COURSE	49.68
89954	NORTH COAST ELECTRIC	CONTROL UPGRADE	WATER CAPITAL PROJECTS	1,235.64
89955	NORTH SOUND HOSE	CAMLOCKS	WATER DIST MAINS	45.05
	NORTH SOUND HOSE	HOSE FITTINGS	WATER DIST MAINS	682.13
89956	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,052.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,206.00
89957	OFFICE DEPOT	TONER CREDIT	SEWER LIFT STATION	-79.54
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	40.80
	OFFICE DEPOT		POLICE INVESTIGATION	66.22
	OFFICE DEPOT		POLICE PATROL	137.03
	OFFICE DEPOT	COFFEE POT	POLICE PATROL	215.02
89958	OTOOLE, MICHAEL	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.45
89959	PARTS STORE, THE	GASKET	EQUIPMENT RENTAL	11.22
	PARTS STORE, THE	RED CLEARANCE LIGHTS	ER&R	13.81
	PARTS STORE, THE	HITCHES	ROADWAY MAINTENANCE	23.18
	PARTS STORE, THE	TRAILER BALLS	MAINTENANCE	24.50
	PARTS STORE, THE	SPARK PLUGS AND SPARK PLUG BOO	EQUIPMENT RENTAL	44.18
	PARTS STORE, THE	OIL FILTERS	MAINTENANCE	45.94
	PARTS STORE, THE	OIL, AIR AND FUEL FILTERS	MAINTENANCE	62.77
	PARTS STORE, THE	WATER PUMP, SERP BELT AND THER	EQUIPMENT RENTAL	92.81
	PARTS STORE, THE	ADAPTER AND GREASE	MAINTENANCE	108.00
	PARTS STORE, THE	AIR FILTERS	ER&R	110.74
	PARTS STORE, THE	UPPER AND LOWER BALL JOINTS	EQUIPMENT RENTAL	450.36
	PARTS STORE, THE	U-BOLT AND INSULATOR	EQUIPMENT RENTAL	515.26
89960	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	155.00
89961	PEAVEY,LYNN COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	174.57
89962	PELZER GOLF SUPPLIES	GRIP	GOLF COURSE	17.18
89963	PHASE 1 DESIGN	FABRICATE AND INSTALL METAL AW	MAINT OF GENL PLANT	5,589.35
89964	PLANET TURF	PESTICIDES	MAINTENANCE	575.58
89965	POSTAL SERVICE	MAIL PERMIT RENEWAL FEE	EXECUTIVE ADMIN	200.00
89966	PR DIAMOND PRODUCTS	SAW BLADES	WATER/SEWER OPERATION	-46.27
	PR DIAMOND PRODUCTS		WATER DIST MAINS	584.27
89967	PROUTY, BRENDA	REFUND CLASS FEES	PARKS-RECREATION	15.00
89968	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
89969	PUD	ACCT #2013-8099-5	PUMPING PLANT	33.00
	PUD	ACCT #2049-3331-1	PUMPING PLANT	33.60
	PUD	ACCT #2034-3089-7	STREET LIGHTING	93.79
	PUD	ACCT #2030-6201-3	STREET LIGHTING	110.49
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	228.06
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	331.10
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	372.54
	PUD	ACCT #2022-9433-6	STREET LIGHTING	376.51

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/30/2014 TO 2/5/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89969	PUD	ACCT #2025-7232-7	STREET LIGHTING	447.94
89970	PUD	SEWER PUMP-SUNNYSIDE	WATER CAPITAL PROJECTS	1,081.50
89971	PUGET SOUND SECURITY	KEYS MADE	ROADWAY MAINTENANCE	18.88
89972	RICOH USA, INC.	COPIER CHARGES	PROBATION	5.82
	RICOH USA, INC.		COMMUNITY CENTER	6.47
	RICOH USA, INC.		WASTE WATER TREATMENT F	6.53
	RICOH USA, INC.		MAINTENANCE	9.44
	RICOH USA, INC.		GENERAL SERVICES - OVERH	9.55
	RICOH USA, INC.		UTILITY BILLING	24.78
	RICOH USA, INC.		CITY CLERK	27.64
	RICOH USA, INC.		FINANCE-GENL	27.64
	RICOH USA, INC.		PARK & RECREATION FAC	53.98
	RICOH USA, INC.		MUNICIPAL COURTS	76.90
	RICOH USA, INC.		POLICE PATROL	99.64
	RICOH USA, INC.		ENGR-GENL	104.88
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	119.51
	RICOH USA, INC.		LEGAL - PROSECUTION	124.25
	RICOH USA, INC.		EXECUTIVE ADMIN	131.88
	RICOH USA, INC.		DETENTION & CORRECTION	151.07
	RICOH USA, INC.		UTIL ADMIN	162.90
	RICOH USA, INC.		POLICE INVESTIGATION	174.46
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	193.96
	RICOH USA, INC.		OFFICE OPERATIONS	763.95
89973	ROLLINS, DONNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.41
89974	ROSS, ANGELA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
89975	SAFEGUARD PROPERTIES	UB 091451149000 14511 49TH DR	WATER/SEWER OPERATION	15.90
89976	SASE COMPANY INC	HONDA ENGINE CREDIT	EQUIPMENT RENTAL	-1,050.79
	SASE COMPANY INC	HONDA ENGINE	EQUIPMENT RENTAL	1,042.15
	SASE COMPANY INC		EQUIPMENT RENTAL	1,050.79
89977	SCORE	INMATE HOUSING-NOV 2013	DETENTION & CORRECTION	3,915.00
	SCORE	INMATE HOUSING-DEC 2013	DETENTION & CORRECTION	21,825.00
89978	SENTINEL OFFENDER SE	VICAP TESTNG	DETENTION & CORRECTION	42.49
	SENTINEL OFFENDER SE	ELEC HOME MONITORING-DEC 2013	DETENTION & CORRECTION	1,065.52
89979	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	28.00
89980	SIMPLOT PARTNERS	FERTILIZER	MAINTENANCE	1,192.22
89981	SNO CO AUDITOR	2013 VOTERS REG FILE MAINT FEE	FINANCIAL & RECORDS SERV	67,104.79
89982	SNO CO ECON DEV COUN	STATE OF EVERETT PRESENTATION	CITY COUNCIL	30.00
	SNO CO ECON DEV COUN		UTIL ADMIN	30.00
89983	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	122,578.00
89984	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	465.46
89985	SOUND SAFETY	JEANS-CALLAHAN	GENERAL SERVICES - OVERH	111.35
	SOUND SAFETY	GLOVES	ER&R	309.82
89986	SOUND TRACTOR	KUBOTA PARTS	MAINTENANCE	63.24
89987	SPRINGBROOK NURSERY	PEA GRAVEL	PARK & RECREATION FAC	27.19
	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	46.31
	SPRINGBROOK NURSERY	PEA GRAVEL	PARK & RECREATION FAC	54.39
89988	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	26.35
	STAPLES		POLICE INVESTIGATION	33.75
	STAPLES		UTILITY BILLING	34.74
	STAPLES		POLICE INVESTIGATION	64.23
	STAPLES	ROLLING MAIL BAG	POLICE ADMINISTRATION	98.71
	STAPLES	BOOKCASE	OFFICE OPERATIONS	147.59
	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	367.15
	STAPLES		POLICE PATROL	406.15
	STAPLES		UTILITY BILLING	630.12

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/30/2014 TO 2/5/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
89989	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	2,160.48
89990	SURPLUS AMMO & ARMS	FIREARMS (15)	POLICE TRAINING-FIREARMS	14,975.78
89991	SYME, JOAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.80
89992	TAB PRODUCTS CO	LABELS	MUNICIPAL COURTS	60.76
89993	TAYLORMADE	GOLF PANTS	GOLF COURSE	101.64
89994	THORSEN, SHARON	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.44
89995	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	205.17
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	205.17
89996	TITLEIST	WINTER CAPS	GOLF COURSE	115.91
89997	TRAFFIC SAFETY SUPPL	REFLECTORS	STORM DRAINAGE	2,888.76
89998	TRANSPORTATION, DEPT	PERMIT FEE-MOTORIST INFO SIGN	GOLF ADMINISTRATION	364.00
89999	TRAVERS, GERARD	REFUND CLASS FEES	PARKS-RECREATION	50.00
90000	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	110.51
90001	VEA, DEBORAH	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
90002	VEESENMEYER, WILLIAM	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.21
90003	VERIZON/FRONTIER	AMR LINES	METER READING	441.54
90004	VEZZONI, ANGELINA	UB 470300000002 14602 55TH AVE	WATER/SEWER OPERATION	9.93
90005	VICKERS, MARIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.43
90006	WASHINGTON STATE UNV	PESTICIDE RECERT CLASS (4)	PARK & RECREATION FAC	420.00
90007	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	250.00
90008	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	996.10
90009	WEBB, ELLEN	UTILITY TAX REBATE	UTIL ADMIN	37.70
	WEBB, ELLEN		NON-DEPARTMENTAL	46.91
	WEBB, ELLEN		UTIL ADMIN	140.49
90010	WEED GRAAFSTRA	156TH OVERPASS MEDIATION	GMA - STREET	2,500.00
90011	WHITE CAP CONSTRUCT	SAFETY GEAR AND GLOVES	PARK & RECREATION FAC	683.44
90012	WHITTALL, CAROL	UTILITY TAX REBATE	UTIL ADMIN	37.70
	WHITTALL, CAROL		NON-DEPARTMENTAL	40.00
	WHITTALL, CAROL		UTIL ADMIN	140.49
90013	WOCK, DARLENE^	UB 560790000001 3326 180TH ST	WATER/SEWER OPERATION	12.38
90014	WOODBURY, VIOLET	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.04
<b>WARRANT TOTAL:</b>				<b><u>1,184,926.34</u></b>

**REASON FOR VOIDS:**

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



# *Index #8*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 24, 2014**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **February 12, 2014** claims in the amount of **\$465,161.40** paid by **Check No.'s 90015 through 90164 with no Check No.'s voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION

**CLAIMS  
FOR  
PERIOD-2**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$465,161.40 PAID BY CHECK NO.'S 90015 THROUGH 90164 WITH NO CHECK NO.VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

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

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **24<sup>th</sup> DAY OF FEBRUARY 2014.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/6/2014 TO 2/12/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90015	ABELL, NANCY	REIMBURSE MAILING COSTS	EXECUTIVE ADMIN	14.70
90016	ABOUD, MOUSSA	UTILITY TAX REBATE	NON-DEPARTMENTAL	13.03
90017	AMSAN SEATTLE	DEGREASER	ER&R	267.07
90018	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
90019	ASH CITY USA, INC.	SHIRT CREDIT	GOLF COURSE	-316.59
	ASH CITY USA, INC.	SHIRTS AND HATS	GOLF COURSE	996.17
90020	AUDIOLOGY SERVICES	HEARING TESTING	EXECUTIVE ADMIN	24.00
90021	BARTLOW, KELSEY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90022	BICKFORD FORD	O'RING	EQUIPMENT RENTAL	6.32
	BICKFORD FORD	THERMOSTAT	EQUIPMENT RENTAL	8.94
	BICKFORD FORD	DOOR ACTUATOR AND TRIM PIECE	EQUIPMENT RENTAL	110.54
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	364.77
	BICKFORD FORD	FLOOR MATS, PANEL AND TRIM PIE	EQUIPMENT RENTAL	563.06
	BICKFORD FORD	CONTROL MODULE W/CORE CHARGE	EQUIPMENT RENTAL	691.83
	BICKFORD FORD	FUEL INJECTORS (8) AND GASKET	EQUIPMENT RENTAL	1,205.01
90023	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
90024	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	1,005.11
90025	BONEY, KAREN	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.36
90026	BORDER, MAXINE		UTIL ADMIN	37.70
	BORDER, MAXINE		NON-DEPARTMENTAL	58.80
	BORDER, MAXINE		UTIL ADMIN	140.49
90027	BRESSLER, JUDITH		NON-DEPARTMENTAL	77.03
90028	BRODLAND, SHAWN	UB 987804290000 7804 29TH PL N	GARBAGE	42.57
90029	BURGESS, MARYKE	REIMBURSE DANCE AND KITCHEN SU	COMMUNITY CENTER	81.43
	BURGESS, MARYKE		RECREATION SERVICES	151.79
90030	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	73.55
	CAPITAL ONE COMMERC		MAINT OF GENL PLANT	705.83
90031	CARQUEST	MASTER CYLINDER	EQUIPMENT RENTAL	53.90
90032	CARRS ACE	BRUSHES	ROADWAY MAINTENANCE	13.00
	CARRS ACE	HARDWARE, PADLOCKS AND TAPE	PARK & RECREATION FAC	170.21
90033	CATHOLIC COMMUNITY	CDBG-VOLUNTEER CHORE SERVICES	COMMUNITY DEVELOPMENT-	2,563.65
90034	CEMEX	ASPHALT	SEWER MAIN COLLECTION	138.97
	CEMEX		SEWER MAIN COLLECTION	140.34
	CEMEX		SEWER MAIN COLLECTION	175.43
	CEMEX		SEWER MAIN COLLECTION	210.52
	CEMEX		SEWER MAIN COLLECTION	265.52
90035	CHAMPION BOLT	SMALL TOOLS	PARK & RECREATION FAC	50.44
90036	CITIES & TOWNS	SCC ELECTION DINNER (4)	EXECUTIVE ADMIN	32.00
	CITIES & TOWNS		CITY COUNCIL	96.00
90037	CLEAN CUT	TREE REMOVAL	STORM DRAINAGE	2,009.10
90038	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
90039	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,721.62
90040	CORRECTIONS, DEPT OF	WORK CREW-DEC 2013	ROADWAY MAINTENANCE	832.75
90041	CRMA INVESTMENTS LLC	UB 361549200000 2817 140TH PL	WATER/SEWER OPERATION	18.54
90042	DAY, DAVID	BUSINESS LICENSE FEE REFUND	GENL FUND BUS LIC & PERMI	50.00
90043	DEAVER ELECTRIC	SMOKE DETECTOR REPAIR	PUBLIC SAFETY BLDG.	81.18
	DEAVER ELECTRIC	SMOKE DETECTOR INSTALLATION	MAINT OF GENL PLANT	198.91
	DEAVER ELECTRIC	LIGHT FIXTURE REPLACEMENT	MAINT OF GENL PLANT	875.84
90044	DEMMIG, ALICE	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.29
90045	DEPERRO, ANTHONY		UTIL ADMIN	37.70
	DEPERRO, ANTHONY		NON-DEPARTMENTAL	45.46
	DEPERRO, ANTHONY		UTIL ADMIN	140.49
90046	DIAMOND B CONSTRUCT	REPLACE CRANKCASE HEATER	GOLF ADMINISTRATION	271.22
	DIAMOND B CONSTRUCT	REPLACE IGNITORS	ADMIN FACILITIES	936.37



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/6/2014 TO 2/12/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90062	FAWCETT, CAROL	REFUND CLASS FEES	PARKS-RECREATION	40.00
90063	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	20,000.00
90064	FIERKE, EUGENE H	UB 690087000000 8609 36TH AVE	WATER/SEWER OPERATION	26.15
90065	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	315.94
90066	FOLEY, JANET	INSTRUCTOR SERVICES	RECREATION SERVICES	240.00
90067	FOOTJOY	GOLF SHOES	GOLF COURSE	73.69
90068	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	7.72
	FRONTIER COMMUNICATI		CRIME PREVENTION	7.72
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.72
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.72
	FRONTIER COMMUNICATI		LEGAL-GENL	7.72
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.72
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.72
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.44
	FRONTIER COMMUNICATI		YOUTH SERVICES	23.17
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	23.17
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	30.89
	FRONTIER COMMUNICATI		STORM DRAINAGE	30.89
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	30.89
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	30.89
	FRONTIER COMMUNICATI		RECREATION SERVICES	38.61
	FRONTIER COMMUNICATI		COMPUTER SERVICES	38.61
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	46.33
	FRONTIER COMMUNICATI		FINANCE-GENL	46.33
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	46.33
	FRONTIER COMMUNICATI		ENGR-GENL	61.77
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	61.77
	FRONTIER COMMUNICATI		UTILITY BILLING	61.77
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	69.50
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	69.50
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	84.94
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	84.94
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	84.94
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	115.83
	FRONTIER COMMUNICATI		UTIL ADMIN	146.72
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	169.88
	FRONTIER COMMUNICATI		POLICE PATROL	316.60
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	4,975.74
90069	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	5,076.96
	GENERAL CHEMICAL		FINANCE-GENL	250.00
90070	GFOA	MEMBERSHIP DUES-GRITTON/LANGDO	UTIL ADMIN	37.70
90071	GILLETTE, DON	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.28
	GILLETTE, DON		UTIL ADMIN	140.49
	GILLETTE, DON		COMPUTER SERVICES	121.69
90072	GOVCONNECTION INC	PERIPHERAL REPLACEMENTS	LEGAL - PUBLIC DEFENSE	172.50
90073	GRIFFEN, CHRIS	PUBLIC DEFENDER	EXECUTIVE ADMIN	184.00
90074	GROUP HEALTH	HEP B SHOT	UTIL ADMIN	37.70
90075	HAFENSCHER, JUDITH	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.45
	HAFENSCHER, JUDITH		UTIL ADMIN	140.49
	HAFENSCHER, JUDITH		NON-DEPARTMENTAL	77.29
90076	HATHAWAY, BEVERLEY		ER&R	29.80
90077	HD FOWLER COMPANY	MARKING PAINT	SOURCE OF SUPPLY	200.13
	HD FOWLER COMPANY	HOSE AND TEST BALL	WATER/SEWER OPERATION	241.55
	HD FOWLER COMPANY	METER STOPS	WATER DIST MAINS	298.26
	HD FOWLER COMPANY	BRASS HARDWARE	WATER DIST MAINS	271.60
90078	HILINE	HARDWARE		

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/6/2014 TO 2/12/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90079	INDUSTRIAL SUPPLY IN	SWEEPER BROOMS	STREET CLEANING	673.97
90080	INGRAM, LEAH	REIMBURSE PAPER AND SAMPLE PUR	GENERAL FUND	-0.43
	INGRAM, LEAH		EXECUTIVE ADMIN	20.62
90081	KAZEN, ALENA	REFUND CLASS FEES	PARKS-RECREATION	42.00
90082	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	37.50
90083	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	RECREATION SERVICES	79.20
90084	LANDER ELECTRIC SERV	ELEC PERMIT FEE REFUND	COMMUNITY DEVELOPMENT	75.00
90085	LEADS ONLINE	INVESTIGATIVE TOOL RENEWAL	POLICE INVESTIGATION	2,148.00
90086	LIKKEL & ASSOCIATES	LID 71 HEARING REPORTING/TRANS	ROADS/STREETS CONSTRUC	665.75
90087	LOHMAN, REBECCA	REFUND CLASS FEES	PARKS-RECREATION	42.00
90088	LOWES HIW INC	WRENCHES AND WIRE CUTTERS	WATER SERVICE INSTALL	90.29
	LOWES HIW INC	SMALL TOOLS	PARK & RECREATION FAC	125.00
90089	MARTIN, KATHI	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.00
	MARTIN, KATHI		UTIL ADMIN	37.70
	MARTIN, KATHI		UTIL ADMIN	140.49
90090	MARYSVILLE COURT	TICKET PAID ON CHECKFREE-32007	GENERAL FUND	64.00
90091	MARYSVILLE PAINT	PAINT PAIL	PARK & RECREATION FAC	21.71
90092	MARYSVILLE PRINTING	SPIRAL BIND	DETENTION & CORRECTION	4.40
90093	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	118.89
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SM PT BL	NON-DEPARTMENTAL	253.38
90094	MARYSVILLE, CITY OF	8 YD CONTAINER	MAINT OF GENL PLANT	770.82
90095	MCELROY, DOLORES	UTILITY TAX REBATE	UTIL ADMIN	37.70
	MCELROY, DOLORES		NON-DEPARTMENTAL	99.05
	MCELROY, DOLORES		UTIL ADMIN	140.49
90096	MCLOUGHLIN & EARDLEY	STROBE LIGHTBARS	ER&R	-32.48
	MCLOUGHLIN & EARDLEY		ER&R	410.19
90097	MELLEMA, BEKAH	REFUND CLASS FEES	PARKS-RECREATION	40.00
90098	MENZIK, KELLY		PARKS-RECREATION	42.00
90099	MILAR, MARLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.46
	MILAR, MARLYN		UTIL ADMIN	37.70
	MILAR, MARLYN		UTIL ADMIN	140.49
90100	MIRANDA, MIKE & AMEL		NON-DEPARTMENTAL	144.71
90101	MIZELL, TARA	REIMBURSE STORAGE TOTE/BOX PUR	PARK & RECREATION FAC	34.05
90102	MONTE CRISTO PRESERV	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90103	MOTOR TRUCKS	VALVES	ER&R	21.22
	MOTOR TRUCKS	GASKET	EQUIPMENT RENTAL	45.21
90104	MUGRAGE, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.57
	MUGRAGE, DOROTHY		UTIL ADMIN	37.70
	MUGRAGE, DOROTHY		UTIL ADMIN	140.49
90105	MURRIL, JEAN		NON-DEPARTMENTAL	86.01
90106	NAGEL, JUDY		NON-DEPARTMENTAL	11.59
	NAGEL, JUDY		UTIL ADMIN	37.70
	NAGEL, JUDY		UTIL ADMIN	140.49
90107	NEWMAN TRAFFIC SIGNS	BLANK SIGNS (150)	CITY STREETS	-186.19
	NEWMAN TRAFFIC SIGNS		STREET LIGHTING	2,351.19
90108	NOLF, LOUISE	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.14
90109	NORDQUIST, BETTY		UTIL ADMIN	37.70
	NORDQUIST, BETTY		NON-DEPARTMENTAL	42.87
	NORDQUIST, BETTY		UTIL ADMIN	140.49
90110	OFFICE DEPOT	TONER	FACILITY MAINTENANCE	20.19
	OFFICE DEPOT		FACILITY MAINTENANCE	33.66
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	153.00
90111	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	50.40
	OLASON, MONICA		RECREATION SERVICES	50.40

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 2/6/2014 TO 2/12/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90111	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	96.00
	OLASON, MONICA		RECREATION SERVICES	144.00
90112	OLIVARES, RAUL & ROS	UB 030110000002 5510 88TH ST N	WATER/SEWER OPERATION	111.82
90113	PACIFIC TOPSOILS	CEDAR CHIPS	PARK & RECREATION FAC	847.08
90114	PALISADES NW HOA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90115	PARK, GEORGE	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.22
90116	PARTS STORE, THE	BRAKE PADS AND PINION SEAL	EQUIPMENT RENTAL	66.18
	PARTS STORE, THE	OIL FILTER AND RELAYS	ER&R	108.34
	PARTS STORE, THE	OIL, AIR AND FUEL FILTERS	ER&R	150.58
	PARTS STORE, THE	FUEL FILTERS, PS FLUID, ARMOR	ER&R	212.42
	PARTS STORE, THE	O'RING KITS	EQUIPMENT RENTAL	330.97
90117	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	139.50
90118	PHILLIPS, JACK V	UB 070810000001 5619 95TH ST N	WATER/SEWER OPERATION	25.42
90119	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-18.06
	POLICE & SHERIFFS PR		POLICE PATROL	228.06
90120	PUD	ACCT #2047-1751-6	STREET LIGHTING	1.98
	PUD	ACCT #2047-1749-0	STREET LIGHTING	2.12
	PUD	ACCT #2047-1751-6	STREET LIGHTING	3.10
	PUD	ACCT #2050-2647-6	STREET LIGHTING	3.17
	PUD	ACCT #2052-8364-1	STREET LIGHTING	4.69
	PUD	ACCT #2050-2647-6	STREET LIGHTING	4.98
	PUD	ACCT #2047-1750-8	STREET LIGHTING	18.15
	PUD	ACCT #2047-1749-0	STREET LIGHTING	19.13
	PUD	ACCT #2047-1750-8	STREET LIGHTING	24.06
	PUD	ACCT #2021-7786-1	PUMPING PLANT	32.00
	PUD	ACCT #2026-7070-9	STREET LIGHTING	78.86
	PUD	ACCT #2025-7611-2	STREET LIGHTING	99.72
	PUD	ACCT #2033-4458-5	STREET LIGHTING	129.37
	PUD	ACCT #2023-6819-7	PUMPING PLANT	265.36
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,380.56
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	1,483.69
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,895.75
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,070.84
90121	PUGET SOUND SECURITY	RE-KEY TRUNK LOCK CYLINDER	EQUIPMENT RENTAL	27.13
90122	RECREATION & PARK	WORKSHOP REGISTRATION (1)	RECREATION SERVICES	99.00
90123	RESERVE SILICA CORP	BUNKER STAND	MAINTENANCE	2,647.13
90124	RICOH USA, INC.	PRINTER/COPIER CHARGES	MAINTENANCE	27.68
	RICOH USA, INC.		COMMUNITY CENTER	28.95
	RICOH USA, INC.		WASTE WATER TREATMENT F	39.44
	RICOH USA, INC.		GENERAL SERVICES - OVERT	87.53
	RICOH USA, INC.		POLICE PATROL	93.32
	RICOH USA, INC.		PROBATION	107.52
	RICOH USA, INC.		LEGAL - PROSECUTION	130.98
	RICOH USA, INC.		ENGR-GENL	143.48
	RICOH USA, INC.		POLICE INVESTIGATION	143.91
	RICOH USA, INC.		UTILITY BILLING	178.48
	RICOH USA, INC.		EXECUTIVE ADMIN	185.90
	RICOH USA, INC.		CITY CLERK	199.08
	RICOH USA, INC.		FINANCE-GENL	199.08
	RICOH USA, INC.		PERSONNEL ADMINISTRATIOI	206.56
	RICOH USA, INC.		DETENTION & CORRECTION	260.48
	RICOH USA, INC.		MUNICIPAL COURTS	299.18
	RICOH USA, INC.		PARK & RECREATION FAC	308.02
	RICOH USA, INC.		UTIL ADMIN	379.25
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	592.98



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/6/2014 TO 2/12/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90124	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	847.69
90125	RODDA	RETURN PAINTING SUPPLIES	MAINT OF GENL PLANT	-436.77
	RODDA	PAINT	PUBLIC SAFETY BLDG.	47.09
	RODDA	PAINT AND PAINT SUPPLIES	MAINT OF GENL PLANT	1,416.12
90126	ROY ROBINSON	VALVE AND GASKET	EQUIPMENT RENTAL	150.09
90127	RUSSELL, VICTORIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.51
90128	RYAN, DONNA		NON-DEPARTMENTAL	27.59
90129	SAHEED QURESHI & KIM	UB 760025000001 7002 53RD PL N	WATER/SEWER OPERATION	465.45
90130	SCIENTIFIC SUPPLY	TYGON TUBING	WASTE WATER TREATMENT F	608.16
90131	SCOTT, SUZANNE	REFUND CLASS FEES	PARKS-RECREATION	42.00
90132	SEIBERT, JEFF	REIMBURSE AIRFARE-AWC CONF WAS	CITY COUNCIL	624.00
90133	SENIOR SERVICES OF S	CDBG-MINOR HOME REPAIR	COMMUNITY DEVELOPMENT-	17,813.02
90134	SIEWERT, VIRGINIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	78.66
90135	SIMLOT PARTNERS	FERTILIZER	MAINTENANCE	43.40
90136	SIMS, JAMES & WANDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	101.07
90137	SIX ROBBLEES INC	HITCH PINS AND CLIPS	ER&R	26.45
90138	SMITH, DORIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	80.97
90139	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	75,427.60
90140	SOUND SAFETY	GLOVES	ER&R	28.87
	SOUND SAFETY	JEANS-ROTH	PARK & RECREATION FAC	47.23
	SOUND SAFETY	WORK PANTS-HAYES	GENERAL SERVICES - OVERF	99.26
	SOUND SAFETY	SWEATSHIRTS W/SCREENPRINTING	ER&R	275.31
	SOUND SAFETY	T-SHIRTS W/SCREENPRINTING	ER&R	397.15
90141	SPIKES GOLF SUPPLIES	TEES AND ETC	GOLF COURSE	941.06
90142	STAPLES	OFFICE SUPPLIES	POLICE PATROL	39.09
	STAPLES		OFFICE OPERATIONS	60.65
	STAPLES		POLICE ADMINISTRATION	79.15
	STAPLES		EXECUTIVE ADMIN	94.53
	STAPLES		POLICE INVESTIGATION	96.68
	STAPLES	BOOK SHELF	POLICE ADMINISTRATION	215.36
	STAPLES	JAIL CUPS	DETENTION & CORRECTION	299.74
	STAPLES	OFFICE SUPPLIES	POLICE PATROL	320.88
90143	STEEN, WALTER	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.17
90144	STUCKY, JEFF	UB 765907770000 5907 77TH DR N	WATER/SEWER OPERATION	198.17
90145	STUNS, BONITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.67
90146	SUN MOUNTAIN	JACKETS AND VESTS	GOLF COURSE	848.11
90147	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY PURCHASE	DETENTION & CORRECTION	147.71
90148	TAYLORMADE	WEDGE	GOLF COURSE	97.62
	TAYLORMADE	GOLF SHOES	GOLF COURSE	179.49
90149	THRIFTY GOLF SUPPLY	BOOTS	GOLF COURSE	62.94
90150	TIERNEY, HELEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.36
90151	TRUC BAO	UB 245705123000 5705 123RD PL	WATER/SEWER OPERATION	27.73
90152	UNITED PARCEL SERVIC	SHIPPING EXPENSE	WASTE WATER TREATMENT F	61.27
	UNITED PARCEL SERVIC		POLICE PATROL	79.71
90153	VALLEY SUPPLY CO	DOUBLE WALL PIPE	STORM DRAINAGE	5,362.13
	VALLEY SUPPLY CO		WASTE WATER TREATMENT F	5,362.13
90154	VERIZON/FRONTIER	AMR LINES	METER READING	326.66
90155	WA STATE TREASURER	FORFEITURE QTR 4 2013	DRUG SEIZURE	428.56
90156	WALLING, PAULA	UTILITY TAX REBATE	NON-DEPARTMENTAL	24.71
90157	WASTE MANAGEMENT	YARDWASTE RECYCLE SERVICE	RECYCLING OPERATION	102,538.24
90158	WEED GRAAFSTRA	LEGAL SERVICE	ROADWAY MAINTENANCE	154.00
	WEED GRAAFSTRA		GMA - STREET	202.00
	WEED GRAAFSTRA		UTIL ADMIN	536.25
	WEED GRAAFSTRA	FORFEITURES-JAN 2014	POLICE INVESTIGATION	693.75
	WEED GRAAFSTRA	LEGAL SERVICE	ENGR-GENL	961.00

DATE: 2/12/2014  
TIME: 4:30:21PM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 2/6/2014 TO 2/12/2014**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90158	WEED GRAAFSTRA	LEGAL SERVICE	STORM DRAINAGE	1,104.25
	WEED GRAAFSTRA		UTIL ADMIN	1,304.25
	WEED GRAAFSTRA		GMA - STREET	1,953.39
	WEED GRAAFSTRA		LEGAL-GENL	4,075.40
	WEED GRAAFSTRA		GMA - STREET	5,298.36
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	6,885.25
	WEED GRAAFSTRA		UTIL ADMIN	15,500.62
	WEED GRAAFSTRA		LEGAL-GENL	15,500.63
90159	WESTERN EQUIPMENT	BEDKNIVES AND ROLLERS	MAINTENANCE	2,459.75
90160	WESTERN PETERBILT	TURN SIGNAL ASSEMBLIES	ER&R	79.71
90161	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	17.16
90162	YOUSIF, OQBA	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.10
90163	ZERR, DOROTHY		UTIL ADMIN	37.70
	ZERR, DOROTHY		NON-DEPARTMENTAL	45.42
	ZERR, DOROTHY		UTIL ADMIN	140.49
90164	ZEUTENHORST, ERIC	REFUND CLASS FEES	PARKS-RECREATION	40.00
<b>WARRANT TOTAL:</b>				<b><u>465,161.40</u></b>

**REASON FOR VOIDS:**

INITIATOR ERROR  
WRONG VENDOR  
CHECK LOST/DAMAGED IN MAIL  
UNCLAIMED PROPERTY

# *Index #4*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: February 24, 2014**

<b>AGENDA ITEM:</b> Professional Services Agreement with HDR Engineering for preliminary engineering and environmental documentation in support of the Interstate 5/SR 529 Interchange Expansion Project	
<b>PREPARED BY:</b> Patrick Gruenhagen, Project Manager	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Public Works / Engineering	
<b>ATTACHMENTS:</b> Professional Services Agreement	
<b>BUDGET CODE:</b> 30500030.563000    R1402	<b>AMOUNT:</b> \$1,393,837.00

#### SUMMARY:

On August 26, 2013, the City issued a Request for Proposals to three firms from its 2013 consultant roster, asking that they submit proposals stating their qualifications to deliver preliminary design and environmental documentation for the City's Interstate 5 / SR 529 Interchange Expansion Project. The three firms included BergerABAM, CTS Engineers, and HDR Engineering.

Subsequent to the City's review of proposals, each of the three firms was invited to assemble teams to participate in interviews, which were conducted on October 23. As with the proposals, the purpose of the interviews was to provide the City an opportunity to assess the relative qualifications of each of the three firms, and to make a determination as to which of the three was the best "fit" for the project and the work at hand. After considerable deliberation, the City's selection committee ultimately developed an appreciation that all of the firms were extremely high caliber and well-poised to undertake the type of work anticipated on this project, but concluded that HDR was in fact the best equipped of the three.

The attached Professional Services Agreement would establish the framework for pursuit of the following elements of work: a) advancement of preliminary design (*plans, specifications and estimate, through 30% completion*) for expansion of the existing I-5 / SR 529 interchange; b) preparation of environmental documentation in accordance with SEPA and NEPA; c) coordination with resource agencies for the purposes of applying for and, ultimately, obtaining necessary environmental permits; and d) support for Right of Way acquisition.

HDR impressed the City for having a strong background on projects very similar to the current project, and its team members appear genuinely enthusiastic about the prospect of working with the City to ensure that the project becomes a success. Moreover, it is staff's opinion that the negotiated fee of \$1,393,837.00 is fair and reasonable. In light of these facts, staff is confident that the City would be well-served by this contract.

#### RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the enclosed professional services agreement with HDR, Inc. in the amount of \$1,393,837.00.

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone HDR Engineering, Inc. 500 108th Avenue NE Suite 1200 Bellevue, WA 98004-5549  TEL:425-450-6200
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number R-1402 Federal Aid Number Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>158.06</u> % Fixed Fee \$ <u>112,741.00</u> <input type="checkbox"/> <b>Specific Rates Of Pay</b> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	Project Title And Work Description <b>Interstate 5 / SR 529 Interchange Expansion</b> Prepare "Interchange Justification Report" and coordinate with City, WSDOT, FHWA, and others, for purpose of facilitating agreement on project Purpose and Need, and obtaining approval for advancement of interchange improvements. Prepare 30% preliminary engineering / design package; environmental documents in accordance with SEPA and NEPA; and necessary permit applications in support of the project. DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 47-0680568 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date June 30, 2015 Total Amount Authorized \$ <u>1,393,837.00</u> Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>1,393,837.00</u>

**Index of Exhibits (Check all that apply):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work<br><input type="checkbox"/> Exhibit A-2 Task Order Agreement<br><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification<br><input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data<br><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum<br><input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus<br><input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate<br><input type="checkbox"/> Exhibit D-4 Payment - Provisional<br><input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit<br><input type="checkbox"/> Exhibit E-2 Fee - Specific Rates<br><input checked="" type="checkbox"/> Exhibit F Overhead Cost<br><input checked="" type="checkbox"/> Exhibit G Subcontracted Work<br><input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates<br><input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost<br><input checked="" type="checkbox"/> Exhibit H Title VI Assurances<br><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement<br><input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures<br><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures<br><input type="checkbox"/> Exhibit L Liability Insurance Increase<br><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification<br><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification<br><input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary<br><input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification<br><input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification<br><input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|---|--|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of February, 2014, between the Local Agency of City of Marysville, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. 48

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.



In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.


#### **XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

#### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By \_\_\_\_\_

Consultant Ronald G. Ohlsen Agency City of Marysville

# **Exhibit A-1 Scope of Services**

**City of Marysville  
I-5/SR 529 Interchange Expansion Project – Phase 1  
Environmental Documentation, Interchange Justification Report,  
and Preliminary Engineering**

**Submitted to:  
City of Marysville  
Marysville, Washington**

**February 2014**

**Submitted by:  
HDR Engineering, Inc.  
500 108th Avenue NE, Suite 1200  
Bellevue, Washington 98004**

**Job No. \_\_\_\_\_**

## **Exhibit A Scope of Services**

### **I-5/SR 529 Interchange Expansion Project**

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## ABBREVIATIONS

The following abbreviations are referred to throughout this scope of work.

APE	Area of Potential Effects
BA	Biological Assessment
CO	Carbon Monoxide
DCE	Documented Categorical Exclusion
DNR	Washington State Department of Natural Resources
DOE	Washington State Department of Ecology
EA	Environmental Assessment
ECS	Environmental Classification Summary
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
EnSA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
GSP	General Special Provisions
HOV	High-Occupancy Vehicle
IJR	Intersection Justification Report
I-5	Interstate 5
LAG	Local Agency Guidelines
LEP	Limited English Proficiency
LOS	Level of Service
MDNS	Mitigated Determination of Non-Significance
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NMFS	National Marine Fisheries Service
PIP	Public Interaction Plan
PSRC	Puget Sound Regional Council



PS&E	Plans, Specifications, and Estimates
QA/QC	Quality Assurance/Quality Control
ROW	Right-of-Way
SEPA	State Environmental Policy Act
SOW	Scope of Work
SR	State Route
TAC	Technical Advisory Committee
TDM	Transportation Demand Management
TEEM	TDM Effectiveness Estimation Methodology
TESC	Temporary Erosion and Sedimentation Control
TNM	Traffic Noise Model
TSM	Transportation System Management
UCO	Urban Corridors Office
USACE	U.S. Army Corps of Engineers
USDOT	U.S. Department of Transportation
USFWS	U.S. Department of Fish and Wildlife Services
WDFW	Washington State Department of Fish and Wildlife
WSDOT	Washington State Department of Transportation

# SCOPE OF SERVICES

## I-5/SR 529 Interchange Expansion Project

### Introduction

The City of Marysville (CITY) has identified an interchange expansion alternative for the I-5/SR 529 Interchange Expansion Project (PROJECT) in Snohomish County, Washington. Under this scope of work (SOW), the CONSULTANT shall study this build alternative and refine its design to approximately a 30% level in order to meet Environmental requirements required for project approval of a proposed configuration for the PROJECT. Environmental effects of the proposed configuration will be evaluated in the preparation of a Documented Categorical Exclusion (DCE). In addition, the CONSULTANT shall conduct activities leading to the development of an interchange justification report (IJR). Work on the IJR shall be done in parallel and be part of the criteria for selection of the proposed action.

The environmental document shall be a combined National Environmental Policy Act (NEPA)/DCE and a State Environmental Policy Act (SEPA) Mitigated Determination of Non-Significance (MDNS) with an assumed year of opening of 2017 and a design year of 2040. It shall meet the requirements of the NEPA with respect to possible actions by the Federal Highway Administration (FHWA). The supporting NEPA documentation will be used to meet requirements of the SEPA.

The CITY reserves the right to add any or all of the following work to this agreement: additional environmental documentation, final plans and permitting, specifications, estimates, construction services, and additional services of an undetermined nature. At its option, the CITY may elect to do any or all of the additional work noted under separate agreements.

### Project Description

This project proposes to add two additional ramps connections between I-5 and SR 529. The first ramp will provide a direct freeway to freeway connection from northbound (NB) I-5 mainline to northbound (NB) SR 529 via a new system interchange ramp. The second ramp will provide a direct freeway to freeway connection from southbound (SB) SR 529 to SB I-5 via a new system interchange ramp. Both ramps will include physical and safety improvements necessary on both I-5 and SR 529 required to meet current WSDOT design requirements and standards (unless otherwise deviated). These additional improvements include lighting, ITS, signing, and required bridge and roadway widening associated with WSDOT channelization plan requirements. In addition, this project proposes to include an added northbound SR 529 deceleration/left turn lane upstream of the existing SR 520 Ebey Slough Bridge in order to

provide for a NB 529 to SB I-5 connection. See Figure 1 below for a graphical sketch representation of proposed interchange revision.



Figure 1

## Scope of Services

This SOW details work elements needed to support the CITY in the selection of a preferred final interchange solution, as well as NEPA, IJR documentation, and preliminary engineering of the PROJECT. The SOW shall consist of the following major work elements.

- Work Element 1 – Project Management

- Work Element 2 – IJR Support Team Meetings & Report
- Work Element 3 – Forecasting & Modeling Update
- Work Element 4 – Environmental Review and Documentation
- Work Element 5 – Survey
- Work Element 6 – Geotechnical Investigation & Reports
- Work Element 7 – Preliminary Engineering
- Work Element 8 – Right of Way
- Work Element 9 – Public Involvement, Legislative Support, & Council Briefings

## **General Assumptions**

- This contract provides services for Environmental Documentation, IJR, and Preliminary Engineering for a system interchange revision of the I-5/SR 529 Interchange as defined in “Project Description” above.
- The Local Agency Environmental Classification Summary form (ECS) is the assumed NEPA document for a Documented Categorical Exclusion (DCE).
- Phase 2 Work consisting of Final Design, ROW Certification, and Construction Permitting will be scoped in follow-up task order. To maintain current proposed schedule, Phase 2 NTP is anticipated to be required in August 2014.
- All communications with resource agencies and the CITY will be coordinated through CITY’s public works director and/or his designee, unless otherwise authorized.
- Required coordination by the CONSULTANT with outside agencies, groups, or individuals shall receive advance approval by the CITY’s Public Works Department. The DCE and IJR shall conform to the Washington State Department of Transportation (WSDOT) standards and shall be developed in accordance with the latest editions, amendments, and revisions of the publications listed in this document, including updates.
- Changes in the detail of work beyond what is described in this SOW shall be made as requested by the CITY and authorized by amendment as extra work.
- Work detailed in this SOW shall be completed in accordance with the schedule below and per the project schedule developed under Task 1.6.

## **Phase 1 – Environmental Documentation, NEPA/ SEPA, IJR and Preliminary Engineering**

Consultant Notice to Proceed

February 2014

Preliminary Environmental Documentation	August 2014
Draft IJR Complete	August 2014
IJR Approval	December 2014
NEPA DCE Complete	December 2014
SEPA MDNS	December 2014
Preliminary Engineering (30%) Complete	November 2014

- The CONSULTANT shall operate similar to and shall fully support the CITY’s Public Works Department. When alternatives are being considered or decisions are being made, the CITY, along with WSDOT and/or FHWA, will make final decisions.
- For any field investigations, acquiring the permission of private landowners whose property would be visited will be the responsibility of the CITY. Permission must be obtained prior to fieldwork on privately owned land. Right-of-entry permits may take up to 60 days to acquire.
- The CONSULTANT shall use the following computer software in the performance of the engineering and design work for this contract:
  - Engineering software: InRoads (version 08.08.00.46, or latest)
  - CAD software: Bentley MicroStation (version 8.05.02.70, or latest) and AutoCAD (version currently used by CITY)
  - Drainage software: Stormshed and MGS Flood w/Continuous Rainfall Model
  - Scheduling software: Microsoft Project or Primavera P6
  - Microsoft Office, Word, Excel (latest version)
  - English units for plans, engineering, and environmental documents
- It may be necessary for the CITY to acquire ROW for this project.
- PS&E will be prepared per WSDOT Plans Prep manual requirements
- System Interchange ramps will be designed to “mid-range” design speeds per WSDOT Design Manual Exhibit 1360-4.

### **Work Performed by the CITY**

Throughout the duration of the project, the CITY will perform services, furnish information, and answer questions on CITY standard procedures for plan preparation.

The following services will be performed by the CITY:

- CITY will provide meeting location/conference room for all IJR/Stakeholder meetings throughout the life of this contract. Meetings will occur at Public Works building in Marysville, WA.
- Designated CITY staff will participate in all IJR/Stakeholder meetings throughout life of contract.
- Review and comment on all deliverables outlined in contract.

## **Work Element 1: Project Management**

### **Work Element 1.1 Implement Quality Control Program**

The CONSULTANT shall conduct quality control on PROJECT deliverables as outlined in HDR's internal Quality Assurance/Quality Control Plan

### **Work Element 1.2 Monthly Progress Reports and Billing**

The CONSULTANT shall prepare monthly progress reports, in a form approved by the CITY, that outlines in written and graphical forms the various phases of the work, and the order of performance, in sufficient detail so that the progress of the work can be easily evaluated. These reports shall

- Highlight project milestones
- Target potential problem areas needing special attention or coordination prior to delays occurring and provide a proposal for addressing problem areas
- Outline activities planned for the next period
- Compare actual work progress with contractual obligations
- Show the current and cumulative financial status of the DCE project
- Show work complete (%) versus budget expended (%) for major tasks

Progress reports shall include current scheduling reports, indicating all progress to date and resources expended. Progress shall be monitored and reported in diagram and quantitative forms to present a clear, concise, and understandable picture of the project status. This update shall also include any changes in schedule, sequence, or resource loading. If any schedule delays have occurred, a plan for bringing the work back on schedule, and back on budget, shall be included.

Invoices shall be prepared by the CONSULTANT in a form and detail as approved by the CITY, and submitted on a monthly basis. These shall be supported by detailed record keeping closely tracking the project budget and expenditures.

***Deliverables:***

- Monthly progress reports, incorporating project schedule revisions as appropriate (electronic copy)

Monthly earned value report?

- Monthly invoices

### **Work Element 1.3 Monthly Client Progress Meetings**

The CONSULTANT and a representative from the CITY'S Public Works Department shall meet on a twice monthly basis to review the progress of the project. Meetings shall be conducted on an informal basis and held at the CITY'S Marysville office, or a location chosen by the CITY. It is assumed that there shall be 10 monthly progress meetings. Progress meetings shall include in attendance two staff (on average) from the CONSULTANT at each meeting, in addition to representatives from subconsultant team members when appropriate.

***Deliverables:***

- Ten meeting agendas
- Ten meeting notes

### **Work Element 1.4 Project Schedule**

The CONSULTANT shall create and maintain the project Critical Path Method (CPM) schedule covering the project through Contract Advertisement. The schedule shall include required CITY milestones. The draft schedule shall be submitted to the CITY within fifteen (15) working days of the NTP. The CONSULTANT shall monitor, modify, and update the project schedule on a monthly basis and/or as needed to determine potential impacts of proposed changes. The CONSULTANT shall adjust the duration, predecessor and successor relationships, constraints, linkages, deliverable descriptions and dates, reviews, percent completes, milestones, critical path, and task completion dates to reflect the current status of the project and any revisions made to the scope of work. The CONSULTANT shall provide the CITY with an electronic copy of the updated project progress schedule on a monthly basis. The CONSULTANT shall work with CITY to resolve any conflicts or discrepancies, if any, found in the submitted schedule.

**Assumptions:**

- The project CPM schedule shall be developed using Primavera P3 e/c.
- The schedule shall cover the project through Contract Ad.
- The project CPM schedule will go through two reviews by the CITY.
- The project CPM schedule shall be “base-lined” after final CITY approval.

**Deliverables:**

One (1) electronic and one (1) hardcopy of the following:

- First Draft project CPM schedule
- Second Draft project CPM schedule
- Baseline Project Schedule
- Monthly updates to the project schedule

**Work Element 1.5 Weekly Project Coordination Meetings**

The CONSULTANT shall conduct weekly internal project coordination meetings with key staff/discipline leads and sub consultants to coordinate environmental, IJR, and preliminary design activities. It is assumed that there will be 30 meetings over a 10 month period (approximately 3 per month on average) lasting 2 hours each. Meetings shall include in attendance five staff (on average) from the CONSULTANT at each meeting, in addition to representatives from subconsultant team members when appropriate. Meetings will occur at CONSULTANTS Bellevue office location.

**Deliverables:**

- None – internal project coordination

**Work Element 2: IJR Support Team Meetings & Report****Work Element 2.1 IJR Support Team Meetings**

Per section 550.04 (IJR Procedures) of the WSDOT Design Manual a support team will be established at the beginning of this study. Exact team members will be determined through early coordination with CITY staff. Support teams normally consist of CITY staff, WSDOT, FHWA, and neighboring jurisdictions. A support team kickoff meeting will be used to layout framework and guidelines for a “Methods and Assumptions Memo” and develop a “Purpose and Need Statement.” The CONSULTANT shall prepare a draft meeting agenda and collaborate with the



CITY on the final agenda. The CONSULTANT shall provide an IJR facilitator (Project PM) and IJR recorder for all meetings. For budgeting purposes, additional CONSULTANT support staff – typically the senior traffic, civil design, or environmental engineer will attend IJR support team meetings. The CONSULTANT will be responsible for sending out meeting invitations, agendas, advance copies of meeting materials, and recording meeting minutes.

***Assumptions:***

- Support Team meetings will be held at the CITY’S Office in Marysville. Meeting duration is assumed to typically be two (2) hours.
- Preparation of presentation material – typically PowerPoint presentations – is included in this task.
- The CITY will approve proposed meetings times and provide locations for meetings including conference rooms and all IT support needed to accommodate conference call-in and Go-To Meetings.
- Previously delivered “I-5 to City Center Access Study Access Study” fulfills IJR Feasibility Study requirements for required IJR.
- A total of five (5) IJR Support Team meetings are assumed for budgeting purposes. Up to five (5) CONSULTANT staff will attend each support team meeting.

***Deliverables:***

- Meeting minutes (electronic) for all support team meetings, produced no more than three (3) business days after date of meeting.
- IJR presentation material (typically PowerPoint presentation – electronic) for all support team meetings.

## **Work Element 2.2 Methods and Assumptions Memo**

CONSULTANT shall develop a final IJR Methods and Assumptions Memo document per WSDOT requirements outlined in WSDOT Design Manual Chapter 550.

***Assumptions:***

- Draft M&A memo prepared under previous study will be the basis of this update.
- Updates are required to reflect the City’s selection of a “Preferred” option from Phase 1.

***Deliverables:***

- Draft and Final IJR Methods and Assumptions Memo.

## Work Element 2.3 Purpose and Need Statement

### Objective

To develop a purpose and need statement to document the selection of the preferred alternative, be used for the Environmental process, and guide the design refinement of the Project.

### Approach

The CONSULTANT shall prepare a draft purpose and need statement for review and comment by the CITY. The purpose and need statement shall be brief and in accordance with FHWA's guidance on "Purpose and Need." Following CITY reviews and comments, the CONSULTANT shall revise the draft statement and prepare the final purpose and need statement for approval by the CITY, STATE, FHWA, and other involved stakeholders.

### *Assumptions:*

- Up to two draft purpose and need statements will be submitted for review and comment.
- One final purpose and need statement will be submitted for approval.
- Purpose and Need will be presented to IJR Support team for their "Concurrence" and endorsement of the I-5/SR 529 Interchange Improvement as the selected preferred alternative from the previous feasibility study.
- Purpose and Need Statement will also be used for Environmental process.

### *Deliverables:*

- Final Purpose and Need Statement

## Work Element 2.4 IJR Report

CONSULTANT shall prepare IJR document. WSDOT Design Manual Chapter 550 will be the basis for this effort. Policy Points 1 through 8 will be addressed per exhibit 550-1. Individual draft chapters will be presented to the IJR Support Team as they are completed throughout the duration of the IJR process.

### *Assumptions:*

- Support Team members will have 15 working days to review individual draft IJR policy points throughout the duration of this effort.

- Support Team members will have 15 working days to review consolidated draft IJR and provide comments for final version.
- Draft Policy points will have been previously reviewed by support team throughout the duration of the IJR process and discussed at IJR support team meetings and therefore it is assumed that comments on final report will be minor in nature and primarily consist of formatting and editing.

***Deliverables:***

- Draft and Final IJR Document.

## **Work Element 3: Forecasting and Modeling Update**

### **Work Element 3.1 Travel Forecasting**

CONSULTANT shall develop opening year and design year travel forecasts for the proposed interchange including both a build and no-build scenario.

***Assumptions***

- There will be no additional traffic counts/ data collection required for this IJR study.
- There will be no full-scale traffic demand forecast work required for this IJR study.
- All forecasting work completed in the previous phase, "I-5 to City Center Access Study" shall be the basis for this IJR with minor updates, if required by IJR Support team/WSDOT/FHWA.
- Forecasts updates from previously forecasted 2035 to 2040 will be accomplished through a simple linear annual compound growth rate that needs to be agreed by IJR support team.
- A simple linear interpolation from existing traffic counts and previous 2035 traffic forecasts will be used develop the opening year (2017) forecasts.

***Deliverable:***

- Forecasting results be presented in as part of Policy Point 3 in the IJR document.

### **Work Element 3.2 Operational Analysis Update**

Consultant will prepare an Operational Analysis per requirements of IJR Policy point 3.

- CONSULTANT shall conduct and complete the traffic operational analysis per the methods and assumptions outlined and agreed upon in the Methods and Assumptions Memo completed in Work Element 2.
- Freeway analysis including mainline segments, weaves, merges and diverges will be analyzed using HCM 2010.
- Consultant shall analyze freeway and ramps in the study area in order to develop reasonable comparisons for the following scenarios:
  - Existing AM Peak Hour
  - Existing PM Peak Hour
  - One 2017 AM Peak Hour No Build
  - One 2017 PM Peak Hour No Build
  - One 2017 AM Peak Hour Build
  - One 2017 PM Peak Hour Build
  - One 2040 AM Peak Hour No Build
  - One 2040 PM Peak Hour No Build
  - One 2040 AM Peak hour Build
  - One 2040 PM Peak hour Build

***Assumptions:***

- Operational analysis for both opening year and design year will be performed for freeway segments, weaves, merges and diverges.
- There will be no operational analysis for local streets or arterial intersections.

***Deliverables:***

- Traffic operational results will be presented in Policy Point 3 of IJR report.

### **Work Element 3.3 Safety Analysis**

Consultant shall prepare a Collision Analysis per requirements of IJR Policy point 3. Collision analysis will be conducted for both the existing and proposed (no build and build) conditions.

***Assumptions:***

WSDOT TDO office will provide accident history for areas within WSDOT limited access. Areas outside of WSDOT limited access (arterial street system) will not be analyzed.

***Deliverables:***

- Safety analysis results will be presented in Policy Point 3 of IJR report.

## **Work Element 4: Environmental Review and Documentation**

### **Work Element 4.1 Environmental Kickoff Meeting**

At this initial meeting, discuss the scope, schedule, and expectations for the environmental components of the project. It is an opportunity to identify key issues that could affect schedule or permitting. A walk through of the project limits and general reconnaissance by technical team members will be led by the project team leads after the kick-off meeting.

### **Work Element 4.2 Environmental Baseline Fieldwork**

Wetland Delineation - The CONSULTANT shall also review pertinent background information including: Soils Survey of Snohomish County Area, Soil Conservation Service, National Wetland Inventory Maps developed by the U.S. Fish and Wildlife Service, City of Marysville maps and pertinent code sections, and database information from Washington Department of Fish and Wildlife and the Washington Department of Natural Resources. The Consultant will delineate jurisdictional wetlands within the study area using the three parameter methods described in the *Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory 1987), as updated by the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region* (U.S. Army Corps of Engineers 2010). . This work study area covers the wetland delineation needed for all of the proposed interchange ramps. A separate field work effort will be required for the mitigation site selection process and will be covered in the mitigation task. Identified wetlands will be documented with appropriate data sheets and boundaries will be marked with visible plastic flagging for pickup by the survey team. Identified wetlands will be rated according to City and Ecology methods. Level of effort is anticipated to be 4 days of field work by 4 wetland biologists.

The CONSULTANT shall coordinate a field visit with a US Army Corps of Engineers (USACE) regulatory biologist for a formal wetland and waterbody jurisdictional determination. Assuming the Corps determines that the wetlands waterbodies fall under their authority, impacts such as fill or modification will require a Corps permit (JARPA) and compliance with the Endangered Species Act (Biological Assessment). A site visit with the Washington Department of Ecology wetlands biologist will also be held to confirm the documentation requirements for the 401 Water Quality Certification permit.

Fish, Wildlife, Vegetation Habitat Assessment – To support the NEPA documentation and the endangered species act evaluation, baseline assessment of fish and wildlife use of the corridor, and quality of the existing vegetation and habitat will be assessed by HDR scientists. The work will be conducted pursuant to the WSDOT EMP guidelines. Work will be done over 2 days by 2 qualified biologists.

***Assumptions:***

- Right-of-Entry (ROE) will be handled by the City. No field work shall commence without ROE in hand.
- A City representative will attend the USACE site visit for the jurisdictional determination.

***Deliverables:***

- Wetland Delineation and Rating Data Sheets, photos

### **Work Element 4.3 Agency Coordination**

This Work Element will be on-going through out the life of the project. During preliminary planning and design, coordination with the various stakeholders and permitting agencies will be crucial to determining early the exact permitting needs for the project. Based on our understanding of the project, the Consultant will:

Work with the City and the design team to develop a detailed project description to use in the initial discussion with the agencies.

Coordinate independent project kick-off and site visit meetings with WSDOT, staff from the USACE (including biologists from the Services), Washington Department of Fish and Wildlife, Washington Department of Ecology, City of Marysville staff, and Tribal representatives.

Organize follow up coordination meetings with each agency during the design development to communicate progress, changes, and schedule. Up to 3 follow coordination meetings with each agency are envisioned prior to submittal of the permit applications.

Prepare a comprehensive permit strategy and timeline based on the agency feedback.

***Assumptions:***

- A City representative will attend all agency meetings.
- Meetings will occur at City Hall, on-site and up to 4 meetings may occur at the agency office.

***Deliverables:***

- Meeting Agendas
- Meeting Notes
- Permit Strategy Document

**Work Element 4.4 Wetland Delineation Report**

To document the existing conditions of the project area including the wetlands, ditches, and floodplain of the proposed project ramps, a Wetland and Stream Delineation Report will be prepared. This document will include an assessment and location of the existing on-site wetlands and description of habitat structures and any surface water features. A wetland classification for the identified wetlands will be documented and the data sheets included. This report will be part of the JARPA packet to the USACE for the jurisdictional determination and the overall Corps USACE permit application.

***Assumptions:***

- The wetland delineation report is for the USACE as part of the jurisdictional determination review and the JARPA permit application.
- One City, one WSDOT, and one USACE review and comment response cycle is anticipated.

***Deliverables:***

- Draft and Final Wetland Delineation Report (Electronic)

**Work Element 4.5 Critical Area Report**

A critical areas study will be prepared to comply with the City of Marysville critical areas ordinance. The Wetland Delineation Report, Geotech Report, Water Quality Memo, and Biological Assessment will be used and built upon to prepare the critical area study. The critical area study will be developed to address the city standards and best available science (BAS) requirements. The report will summarize relevant background studies and mapping and will identify the general extent and location of project critical areas as defined by the City of

Marysville including floodplain, wetlands, streams, liquefaction zones, habitat areas and their buffers in the study area.

***Assumptions:***

- The wetland delineation report and Biological Assessment will be used as the foundation of the critical area report.
- A general description of the mitigation site and the mitigation concept will be included.
- One City review and comment response cycle is anticipated

***Deliverables:***

- Draft and Final Wetland Delineation Report (Electronic)

## **Work Element 4.6 Water Quality / Groundwater / Floodplains Technical Report**

The CONSULTANT shall prepare a Drainage / Water Quality / Groundwater / Floodplains Technical Report. The CONSULTANT shall characterize water resources within the proposed project area in accordance with methodology outlined in the Local Agency Guidelines Manual. The Technical Report will include existing conditions, potential impacts of the alternatives and discuss mitigation measures for the following:

- FEMA 100-year floodplain encroachment/potential rise
- Surface water features and drainage basins.
- Groundwater protection zones.
- Surface water quality.

The potential impacts analysis will focus on the potential pollutants generated for the proposed project. Analysis for both short term (construction) and long-term will be completed.

***Assumptions:***

- Groundwater, surface water and hydraulic modeling will be performed under a separate Work Element.
- One City and one WSDOT review and comment response cycle is anticipated

***Deliverables:***

- Draft and Final Water Quality/Groundwater/Floodplain Technical Report (electronic)



## **Work Element 4.7 Hazardous Materials Environmental Site Assessment (ESA)**

A Hazardous Materials Environmental Site Assessment (ESA) will be completed for all project phases. The ESA will be performed in compliance with ASTM E1527-05 guidance for conducting Phase I studies, and in general conformance with requirements identified in the WSDOT Environmental Procedures Manual. The ESA report will be a technical memorandum and recommendations for further investigation or construction monitoring will be provided as part of the report.

### ***Assumptions:***

- An Environmental Data Request (EDR) will be ordered and paid for by the City
- A site visit will be conducted but property owner interviews are not anticipated at this time.
- Access to affected properties will be arranged by the City.
- One City and one WSDOT review and comment response cycle is anticipated.

### ***Deliverables:***

- Draft and Final Hazardous Materials Environmental Site Assessment (electronic)

## **Work Element 4.8 Cultural and Historic Resources Study**

**APE Identification:** CONSULTANT shall identify a project area that can be used as the Area of Potential Effects (APE) for consultation under Section 106 of the National Historic Preservation Act of 1966, as amended. This requires that SWCA conduct a check of records at the Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archaeological Records Data (WISAARD) to obtain previous project reports and information about recorded archaeological and built environment resources in the vicinity. Other background information will be collected from any recent geotechnical work for the project, ethnographic and historic accounts, previous regional cultural resource investigations, environmental documents, local historical societies and informants, the Snohomish County Assessor's Office, Washington State Department of Transportation (WSDOT), maps, and photographs. This information will be used to develop a project-specific strategy to identify historic properties.

The Tulalip Tribes, the Snoqualmie Indian Tribe, and the Snohomish Tribe of Indians, at a minimum, will be contacted about the project to solicit any additional concerns about heritage resources and to inform them when field investigations will take place. This communication is a technical inquiry and does not constitute any formal consultation that may be needed.

**Field Work:** SWCA archaeologists shall conduct a pedestrian survey of the project area and an approximately 40 acre mitigation site. Areas included in the recent Ebey Slough Bridge replacement project will not be resurveyed (AMEC 2008). It is likely that the project area and mitigation site (location is not known) are covered with fill and that targeted backhoe trenching may be more effective than hand-dug shovel probes in identifying areas where significant archaeological resources may be encountered. SWCA's geoarchaeologist, Brandy Rinck, will review previous geotechnical logs and monitor project geotechnical boring, if possible, to determine target areas. If monitoring is not possible, project geotechnical bore logs will be reviewed by the geoarchaeologist. Working with a backhoe operator, Ms. Rinck will direct and monitor test pit excavation to determine if there are buried surfaces or undisturbed sediments and to identify archaeological resources.

If the geoarchaeologist identifies buried surfaces or undisturbed sediments within one meter of the surface, a series of shovel probes will be dug to identify archaeological resources. Spoils from shovel probes will be screened through ¼ inch mesh. Any artifacts will be described, photographed, returned to the probe of origin, and reburied. Notes about content and sediments encountered will be kept on standard forms. UTM coordinates of all shovel probes will be recorded with a Trimble hand-held GPS unit. The survey will verify field conditions and identify, if present, archaeological deposits. An important part of the fieldwork will be to document historic and modern disturbance and to document the specific locations of any known or newly discovered cultural resources. Sites will be recorded on Washington State Archaeological Site Inventory Forms.

***Assumptions:***

- Access to the project and mitigation area will be provided or arranged by the City of Marysville or HDR;
- A utilities locate shall be arranged by SWCA prior to archaeological field work, pursuant to recent changes in RCW 19.122 "Underground Utilities," which requires notification to the State Public Works Office at least three days but no more than 10 days before digging. Note that delays in utility flagging have the potential to delay the project;
- The 40 acres mitigation area is one location;
- A change in scope and budget will be necessary if the 40 acre mitigation area is in more than one location;
- The time allotted to field work may be reduced if the project area and mitigation site are covered with standing water or are otherwise inaccessible;
- Costs could be reduced if the County provided the backhoe and operator;

- Artifacts will not be collected;
- If at any time human remains are encountered, work will cease, and notification of affected parties will proceed as directed by RCW 27.44;
- No buildings or structures over 45 years old are present in the project or mitigation areas; and
- No more than one archaeological site will be identified; a change in scope and budget will be necessary if more than one site is identified.

**Report Preparation:** The results of these investigations will be presented in a report suitable for submission by the client to WSDOT, DAHP, appropriate agencies, and other concerned parties. The report will present the results of background and field investigations, assessment of project effects, and will include recommendations for ways to complete evaluation of any sites encountered and to avoid or minimize damage to any historic properties encountered. If construction monitoring is recommended, a monitoring and discovery plan can be prepared under a separate scope.

***Assumptions:***

- Discovery of an archaeological site may require additional identification work beyond the present scope to evaluate its significance and arrive at appropriate assessments of adverse effects and treatment measures.

***Deliverables:***

- Draft Report, 1 Word version
- Final Report, 2 hardcopies, 1 pdf version

## **Work Element 4.9 Noise Memorandum**

Because the proposed interchange is a “system to system” connection and involves no intersections, stop conditions, or sensitive receptors in the immediate vicinity, a qualitative noise assessment shall be proposed. The Consultant shall conduct a noise study to meet the requirements of the Federal Highway Administration (FHWA). A noise assessment and technical memorandum will be prepared to document existing and project-related noise levels in the study area.

The Consultant shall monitor noise levels at a maximum of 4 (4) locations to use in validation of the noise model and documentation of existing noise levels. In locations where other sources dominate, a description of the contributing sources will be provided. Photographs of microphone placement will be taken at each monitoring location.

The Consultant shall prepare a draft Noise Qualitative Memorandum to document existing conditions, current regulations, and explain why more detailed noise modeling is not warranted for this project

***Assumptions:***

- One City and one WSDOT review and comment response cycle is anticipated.
- WSDOT will concur with this methodology. If they request noise modeling, it will require a scope and budget amendment.

***Deliverables:***

- Draft and Final Noise Qualitative Memorandum (electronic)

## **Work Element 4.10 Air Quality Qualitative Memorandum**

Because the proposed interchange is a “system to system” connection and involves no intersections, stop conditions, or sensitive receptors in the immediate vicinity, a qualitative air quality memorandum is proposed to document the existing conditions, regulations, and explain why the EPA Moves model is not warranted. No modeling is proposed since the area is considered to be in attainment.

***Assumptions:***

- One City and one WSDOT review and comment response cycle is anticipated.
- WSDOT will concur with this methodology. If they request air quality modeling, it will require a scope and budget amendment.

***Deliverables:***

- Draft and Final Air Quality Qualitative Memorandum (electronic)

## **Work Element 4.11 Endangered Species Act Compliance Biological Assessment (BA)**

The purpose of the BA is to evaluate individual projects in terms of their potential impacts to any species listed or proposed for listing as threatened or endangered under Section 7 of the Endangered Species Act (ESA). It is currently anticipated that formal consultation will be required because the proposed work may have more than insignificant and discountable adverse impacts to listed species or critical habitat. The BA will be prepared by a WSDOT certified author and include detailed descriptions of all project activities, status and occurrence of listed species in project area, direct and indirect effects to all listed species and critical

habitat, and conservation measures. The BA will include an effects determination for each listed species and critical habitat. An analysis of Essential Fish Habitat (EFH) will be completed as part of the BA and will also include an effects determination. If the Services agree with the effects determination, they will write a Biological Opinion.

Federal agencies are obligated under Section 305(b)(2) of the Magnuson-Stevens Act (MSA) and its implementing regulations (50 CFR 600), to consult with NOAA Fisheries regarding actions that are authorized, funded, or undertaken by that agency, that may adversely affect Essential Fish Habitat (EFH). The MSA defines EFH as “those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity.” Furthermore, NOAA Fisheries is required to provide the Federal agency with conservation recommendations that minimize the adverse effects of the project and conserve EFH (MSA 305(b)(4)(A)). This consultation is based, in part, on information provided by the Federal agency and descriptions of EFH for Pacific groundfish, coastal pelagic species, and Pacific salmon (Chinook, Coho and pink salmon) contained in the Fishery Management Plans produced by the Pacific Fisheries Management Council.

An EFH review and determination shall be completed as part of the BA process. The EFH review shall reference the effects discussed in the BA portion of the document and shall evaluate the project effects on spawning, breeding, feeding, growth and/or maturity for Chinook and Coho.

***Assumptions:***

- One City, one WSDOT, and one Services review and comment response cycle is anticipated
- Formal consultation with the Services is anticipated for this project.

***Deliverables:***

- Draft and Final Biological Assessment (electronic)

## **Work Element 4.12 Visual Quality Technical Memorandum**

The purpose of this memorandum is to document the visual effects of the project. The CONSULTANT shall complete a visual impacts analysis addressing the potential visual impacts of the project. The analysis will be completed per the requirements of Chapter 459 of the EPM. This analysis will evaluate potential visual impacts, including aesthetics, light, glare, and night sky impacts. The analysis will document the baseline visual conditions and evaluate the potential effects of the proposed project on potential viewers of the project. The project team will choose viewpoints in consultation with City staff, existing maps, aerial photos, GIS data, and photos of the project areas. Up to 3 viewpoints will be used for the analysis that will represent the visual environment of the project area. A map will be included showing the viewpoints, view directions, and visible areas of these three viewpoints. A photo simulation will be

developed for each viewpoint to show how the constructed project may appear from the viewpoints.

***Assumptions:***

- One City and concurrent WSDOT review and comment response cycle is anticipated
- The City will participate in the determination of appropriate viewpoints.
- Up to 3 viewpoints will be chosen.
- Visual simulations may be sketches, renderings, or photos.

***Deliverables:***

- Draft and Final Visual Quality/Aesthetics Technical Report (electronic)

### **Work Element 4.13 NEPA Documentation and Approval**

The CONSULTANT shall complete appropriate NEPA documentation based on the studies and analysis provided above. The CONSULTANT shall complete NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents. The Local Agency Environmental Classification Summary form (ECS) is the assumed NEPA document for a Documented Categorical Exclusion (DCE). The CONSULTANT shall prepare the Environmental Classification Summary Form to satisfy NEPA requirements following the format and procedures specified in the WSDOT Environmental Procedures Manual and Local Agency Guidelines. The CONSULTANT shall coordinate with the WSDOT Highways and Local Programs Area Engineer during document preparation and review cycle. The CONSULTANT shall coordinate with WSDOT to address comments on the ECS. The CONSULTANT presently anticipates a NEPA DCE.

***Assumptions:***

- NEPA documentation is assumed to be a DCE, and the preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
- Mapped floodplain or floodway areas occur in the project area.
- Document preparation will begin upon the selection of a preferred alternative.
- The project will be processed by WSDOT and FHWA as a DCE.
- The geotechnical report prepared by others will provide sufficient information to address project effects on soils and geology.

- CITY revisions and WSDOT comments on the ECS are minor edits and do not require additional technical analysis.

***Deliverables:***

- Draft and Final NEPA ECS (electronic)

## **Work Element 4.14 SEPA Documentation and Approval**

The Consultant shall prepare a draft and final SEPA checklist consistent with the requirements of WAC 197-11. All elements of the checklist will be based on the detail developed for the project at the footprint design level. It is assumed that the checklist will result in a Mitigated Determination of Non Significance. Supporting data will be gathered to prepare the checklist using the format provided by the City of Marysville for review, distribution and comment. Upon receipt of consolidated comments, the Consultant will prepare a final Checklist by incorporating the revisions, recommendations, and directions from the City. The City will prepare the public notice and required distribution lists. Any site posting responsibility will be handled by the City. The Consultant will provide comment response assistance for up to 6 general comments. Although a large volume of comments is not anticipated, additional budget may be required to support an extensive response to comment effort.

***Assumptions:***

- CITY revisions and comments on the SEPA checklist will be minor and do not require additional technical analysis.
- The SEPA threshold determination is anticipated to be a Mitigated Determination of Non-Significance (MDNS).
- This project will have no relocations of small businesses or residential housing.
- A SEPA EIS is not included in this scope of work.
- The City of Marysville is responsible for issuing the SEPA determination and handling public notification.

***Deliverables:***

- Draft and Final SEPA Checklist (electronic)

## **Work Element 4.15 Alternatives Assessment for USACE Section 404b(1)**

As required for the USACE permit, a Section 404 b(1) Alternatives Evaluation is required. An increased level of effort is required for coordination and design activities to support

preparation of permit applications triggering an Individual Permit. This includes more analysis of the ‘practicable alternatives’ to demonstrate compliance with the USACE Section 404(b)(1) Guidelines for Specification of Disposal Sites for Dredged or Fill Material (CFR 40 Part 230 Section 404(b)(1)). Subpart (a) of this Guideline stipulates the following:

*“...with minor exception, no discharge of dredged or fill material shall be permitted if there is a practicable alternative to the proposed discharge which would have less adverse impact on the aquatic ecosystem, so long as the alternative does not have other significant adverse environmental consequences.”*

For the purpose of this requirement, practicable alternatives include, but are not limited to:

- Activities which do not involve a discharge of dredged or fill material into the waters of the United States or ocean waters;
- Discharges of dredged or fill material at other locations in water of the United States or ocean waters.

The CONSULTANT shall work with the City to develop the Practicable Alternatives to demonstrate compliance with Section 404(b)(1). It is assumed that the alternatives analysis prepared for NEPA will provide the information necessary for evaluation under these Guidelines.

***Assumptions:***

- Alternatives descriptions and screening criteria from the IJR will be used to support the 404b(1) documentation.
- One City and one USACE round of review and comment on the document are anticipated.

***Deliverables:***

- Draft and Final USACE Section 404 b(1) Alternative Analysis Report (electronic)

## **Work Element 4.16 Long Lead Permit Preparation**

The Joint Aquatic Resource Protection Application (JARPA) shall be completed by the Consultant for review and signature by the City. The Consultant will prepare supporting project description materials, including alternatives analysis and compliance with permit justification criteria. The JARPA prepared with this Work Element order will be used to apply only for the USACE and Ecology at this time. Specific graphics are required to support the JARPA packet. The Consultant will utilize a combination of GIS and CAD to prepare up to 20 figures and graphics.



***Assumptions:***

- Additional local and state permit preparation will be required in future phases.

***Deliverables:***

- Draft and Final JARPA

**Work Element 4.17 Wetland Mitigation**

The project is located in freshwater emergent and freshwater forested wetlands, and wetlands associated with tidally-influenced Ebey Slough. Fill within the wetlands will require mitigation per the local, state and federal laws. The CONSULTANT shall work with the CITY and the sponsors of the Qwuloolt Estuary Restoration Project (Bank) to use the proposed bank as mitigation to support the permitting process.

The CONSULTANT shall meet with the Bank sponsors and the resource agencies to discuss the use of credits developed by the Bank as compensation for wetland impacts associated with this project.

***Assumptions:***

- The proposed Mitigation Bank has appropriate mitigation for estuarine impacts.
- If the use of the Mitigation Bank will not be allowed as compensation for impacts, additional scope to develop a mitigation package will be required and may also result in a change in the project schedule.
- The CONSULTANT will attend up to four meetings with the Bank sponsors.
- The CONSULTANT will attend up to three meetings with the resource agencies, including the Interagency Review Team (IRT).
- The CITY will organize and facilitate the meetings with the Bank sponsors and resource agencies.
- The preparation of documents for use of Bank credits are not included as part of this scope of services.

***Deliverables:***

- Meeting minutes from sponsor and resource agency meetings

## Work Element 4.18 – Floodplain Mitigation

The project is located in a FEMA mapped 100-year floodplain, Zone AE and Zone X, per the effective Flood Insurance Rate Map (FIRM). Zone AE has established Base Flood Elevations established for those areas and mandatory floodplain management standards apply.

### 4.18.1 Hydrologic Analysis

The CONSULTANT will review readily available gage data, the current Flood Insurance Study (FIS), and other sources provided by the CITY. The hydrologic analysis run for the Work Element will use the 1 percent and 0.2 percent chance flood flows from the current FIS.

#### ***Assumptions:***

- The Consultant will review existing and publically available flow data.
- The flows used for the hydraulic analysis will be from the current FIS. The CONSULTANT is not proposing changes to the hydrology used in the effective FIS.
- A hydrologic model of the basin will not be created.
- It is assumed that no work will occur in the delineated floodways of Steamboat or Ebey Slough, therefore a Conditional Letter of Map Revision (CLOMR) will not be required.
- The CONSULTANT will work with the CITY on the required local permit for work within the floodway fringe and no coordination with FEMA will be required.

#### ***Deliverables:***

- Flow events used for the hydraulic analysis. This will be incorporated into a table included in the Hydrologic and Hydraulic Analysis Report.

### 4.18.2 Hydraulic Analysis

The CONSULTANT will create an existing conditions and a proposed conditions hydraulic model using HEC-RAS. The CONSULTANT will use FEMA's effective model as the basis for the development of the existing and proposed conditions model. The model will start at cross section C on Steamboat Slough (from the FIRM) and cross section B on Ebey Slough (from the FIRM), and end at cross section E on Steamboat Slough and cross section D on Ebey Slough (from the FIRM).

#### ***Assumptions:***

- The effective hydraulic model was developed in HEC-2 and the FEMA HEC-2 model is available electronically. If the model is not available electronically additional time will be required to manually create the model from a hard copy.

- The FEMA model has cross-sections within the sloughs which will be used in the project's hydraulic model.
- Any additional survey used in this analysis will be from the topographic survey generated from this project. Modeling will not begin until the survey is complete and the preferred project alignment identified.
- The CONSULTANT will support the CITY in obtaining the electronic model. The CITY will pay to obtain the FEMA hydraulic model.
- The CITY will provide as-built drawings for any new structures constructed by the CITY since the effective FIRM was published within the project limits.
- The CONSULTANT will contact WSDOT and Snohomish County to obtain as-built drawings for new structures constructed since the effective FIRM was published within the project limits.
- It is assumed that no work will occur in the delineated floodways of Steamboat or Ebey Slough, therefore a Conditional Letter of Map Revision (CLOMR) will not be required.
- The extents of the model will be reduced to approximately 0.5 miles of channel along Steamboat Slough and 0.7 miles of channel along Ebey Slough. A new HEC-RAS model of the project area will be created.
- It is assumed that sediment transport will not affect the BFE.
- Only the preferred alignments for the roadway and ramps will be modeled.
- One site visit will be conducted.
- Up to two (2) 2-hour meetings will occur between the CITY and the CONSULTANT. Two consultant team members will attend.

***Deliverables:***

- Electronic files of the HEC-RAS models

### **4.18.3 Hydrologic and Hydraulic Analysis Report**

The CONSULTANT will document the results of the hydrologic analysis and hydraulic modeling in a report with detailed conclusions and recommendations.

***Assumptions:***

- The body of the report shall be up to 30 pages in length.

- The report shall include a discussion of the existing conditions, the available data, the analysis performed, the proposed scenario modeled, the extent of the model, and conclusions.
- The CITY shall provide one set of consolidated comments on the Draft Report.
- This Report can be used to obtain the local floodplain permit.

***Deliverables:***

- Electronic copy of a Draft Hydrologic and Hydraulic Report
- Hard and electronic copy of a Final Hydrologic and Hydraulic Report

## **Work Element 5: Survey**

### **Work Element 5.1 Base Mapping**

The CONSULTANT shall collect existing data pertinent to the project that is available from the CITY, other agencies, franchise utilities, and other sources. The data shall include right-of-way information, topographic surveys, existing & planned utility locations, proposed private development plans, and previous reports and documents pertaining to the project. A copy of the WSDOT's alignment survey will be obtained by the CONSULTANT, indicating existing right-of-way and property lines, together with existing horizontal and vertical survey control.

An existing conditions survey shall be prepared by a professional land surveyor licensed in the State of Washington with line work screened back or drawn in light pen weight. Base mapping shall include topographic features and elevations in the work vicinity to a level of detail necessary for a proper design, underground and overhead facilities in addition to the surface features and above ground items, as well as identifying items in the attached Design Guidelines. Base mapping shall be tied to existing monument control as identified in the WSDOT's alignment survey and defined on the plans. Plan work shall use NAVD 1988 vertical datum and NAD 83 NS RS 2007 basis of bearings.

Survey cross-sections at a 50 foot interval with ground shot intervals spaced a maximum of 10-feet' apart in areas where structures are expected. Existing channelization shall be shown 150-feet beyond project limits.

The CITY will be responsible for obtaining right-of-entry permits to enter properties adjacent to the project.

Key project personnel shall visit the project site and familiarize themselves with the site conditions and data collected for the project. Photographs should be obtained for design references. The base mapping shall be field checked by the CONSULTANT to ensure complete

and accurate representation of existing conditions. The CONSULTANT shall also field check the design to assure the design fits the conditions in the field. A field walk through with the CITY and the Consultant shall be scheduled following the submission of the conceptual design plans.

***Deliverables:***

- Topographic Survey Project Basemap (electronic copy).
- Inroads Surfaces (DTM Files) (electronic copy)
- Inroads Survey Books (FWD Files) (electronic copy)
- Copy of field survey books (hard copy)

## **Work Element 5.2 Legal Descriptions**

The CONSULTANT shall provide legal descriptions and exhibits to support the right-of-way process for the project. It is estimated that up to 4 parcels will require right-of-way takes and up to 4 parcels will be required.

**Assumption(s):**

- Legal description and exhibit revisions will be required for one parcel for right-of-way takes as a result of property negotiations.
- Legal description and exhibit revisions will be required for one parcel for easements as a result of property negotiations.

**Deliverable(s):**

Final draft and Final right-of-way legal descriptions in hard copy and electronic format per WSDOT guidelines

## **Work Element 6: Geotechnical Investigation and Reports**

The purpose of this Work Element is to provide geotechnical engineering, design, and construction recommendations to approximately the 30 percent level for the proposed NB and SB structures and embankments. Geotechnical engineering recommendations will consider the cost of structure, embankment fill, and retained fill (with ground improvement and/or Geofoam) with the cost of mitigation and permitting impacts.

Based on nearby borings the project site is underlain by over 200 feet of interbedded layers of very loose to medium dense silt and silty sand. Explorations will be advanced to determine subsurface soil conditions and evaluate deep foundation options, embankment stability, embankment settlement, earthquake-induced hazards, and embankment construction adjacent to the existing roadway.

## Work Element 6.1 – Data Collection & Review

The approach to understanding the geology, subsurface soils, and depth to glacially over-riden soils will be to first collect and review available significant available geologic and geotechnical data for the site. The CONSULTANT will review the following data:

- WSDOT reports for the I-5 bridge
- USGS Geologic maps and reports

### Assumptions

- None

### Deliverables

- None

## Work Element 6.2 – Field Investigation

The CONSULTANT will conduct a field reconnaissance to evaluate boring layout explorations for the preferred alternative. We will perform 4 borings to evaluate the subsurface conditions in support of the 30 percent level civil and structural engineering effort. The primary focus of the field investigations will be to obtain representative soil samples and data that will allow characterization of stratigraphy, soil strength, and compressibility.

For the SB SR 529 to SB I-5 portion of the alignment, the CONSULTANT will drill 3 borings. For the NB I-5 to NB SR 529 portion of the alignment, the CONSULTANT will drill 1 boring. The borings will be drilled with a truck-mounted drill rig using mud rotary techniques to depths between 200 and 250 feet. Thin-walled undisturbed soil samples will be obtained at representative depths.

The CONSULTANT will prepare field logs of the borings, collect representative samples, and record SPT blow counts. We estimate that at least 20 thin-walled tube samples (approximately 5 tubes per boring) will be obtained for laboratory testing. Consolidation testing will be performed on representative thin-walled tube samples.

### Assumptions:

- Due to difficult and costly access, subsurface explorations will not be performed within the proposed NB ramp wetlands area.
- The CONSULTANT will not need to pay prevailing wages to subcontractors.
- The borehole locations will be surveyed by others.
- The borings will be drilled during normal daytime workday hours. A day of drilling will include 12 hours of combined drilling/observation/travel time. No work hour restrictions will be imposed for field explorations.

- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet and at intervals of 5 feet below 20 feet (if applicable).
- The boreholes will be backfilled to the surface.
- Site restoration will be completed by others.
- All drill locations are accessible with a truck-mounted drill rig.
- No contamination is suspected along the alignment; therefore, no steam cleaning of drilling/sampling equipment will be done. In addition, no environmental samples will be taken.
- Investigation derived waste (IDW) that includes soil cuttings and drilling mud will be removed from the site and disposed of as part of this contract (only non-contaminated IDW).
- The CITY will obtain permission to access the proposed exploration locations.
- The traffic control services are not required.
- All permits will be prepared by others. All permit fees will be paid by others.
- No permits are required for drilling in the gravel staging areas on the southwest side of I-5 (between NB and SB SR 529).
- Additional explorations for the NB and SB alignments will be required for final design.

**Deliverables:**

- Results of the boring logs will be included in the Geotechnical Data and Engineering Report

### **Work Element 6.3 – Laboratory Testing**

The CONSULTANT will perform index and consolidation testing to determine soil classification, index properties, and estimates of soil compressibility and rate of consolidation. Eight undisturbed samples will be tested to estimate the soil compressibility and rate of consolidation.

**Assumptions**

- None

**Deliverables**

- Results of the testing will be included in the Geotechnical Data and Engineering Report.

### **Work Element 6.4 – Geotechnical Analysis**

Analysis and recommendations will be developed for earthquake-induced hazards, deep foundation options, embankment settlement, embankment stability and ground improvement, and embankment construction adjacent to the existing roadway.

### **Work Element 6.4.1 Subsurface Profiles**

The CONSULTANT will develop 1 subsurface profile using the results of the field investigation program. The subsurface profiles will be used for engineering evaluations that will be performed in Work Element 6.4.

#### **Assumptions**

- None

#### **Deliverables**

- Results of the analyses will be included in the Geotechnical Data and Engineering Report.

### **Work Element 6.4.2 Earthquake-induced hazards**

The CONSULTANT would use the borings and CPTs performed at the site to estimate liquefaction potential for the AASHTO design ground motion. Post-liquefaction settlement will be based on the empirical liquefaction methods and post-liquefaction settlement correlations.

#### **Assumptions**

- None

#### **Deliverables**

- Results of the analyses will be included in the Geotechnical Data and Engineering Report.

### **Work Element 6.4.3 Axial Resistance of Piles**

Based on our experience, driven pile foundations are likely the preferred foundation type for the proposed structures. Using LRFD methodologies (WSDOT GDM and AASHTO LRFD), the CONSULTANT will evaluate axial resistance for pile foundations for the service, strength, and extreme limit state for up to four pile diameters.

Axial pile resistance analyses will be performed by the CONSULTANT to determine the compressive and uplift resistance of the up to 3 combinations of steel pipe pile foundation types and diameters. The analyses will assume static, seismic, and post-seismic conditions. The CONSULTANT will evaluate static and post-liquefaction downdrag loads on the pile foundations. The results of the analyses will be presented as plots of axial pile resistance versus depth for the load cases described above.

#### **Assumptions**

- None

#### **Deliverables**

- Results of the analyses will be included in the Geotechnical Data and Engineering Report.



### **Work Element 6.4.4 Lateral Pile Resistance Parameters**

The CONSULTANT will develop the required soil parameters for input into the lateral resistance analysis that will be performed by others.

#### **Assumptions**

- The lateral resistance analysis will be performed by the structural engineer.

#### **Deliverables**

- Results of the analyses will be included in the Geotechnical Data and Engineering Report.

### **Work Element 6.4.5 Embankment Settlement**

The CONSULTANT will evaluate static settlement of the embankments. Considering the site is underlain by sand and silt, elastic settlements will be estimated. The consolidation test results, that will be performed using representative samples, will be used to estimate long term settlement. If settlements are excessive, the CONSULTANT shall evaluate the need for surcharges and/or the effects of including ground improvement (see below).

#### **Assumptions**

- None

#### **Deliverables**

- Results of the analyses will be included in the Geotechnical Data and Engineering Report.

### **Work Element 6.4.6 Surcharge Loading**

The CONSULTANT will evaluate the need for a preload surcharge to reduce settlement and/or enhance foundation soil shear strengths for roadway embankment stability. The CONSULTANT will evaluate the required height and extent and estimated duration of the preload surcharge.

#### **Assumptions**

- None

#### **Deliverables**

- Results of the analyses will be included in the Geotechnical Data and Engineering Report.

### **Work Element 6.4.7 Embankment Stability, Ground Improvement, and Lightweight Fill**

The CONSULTANT will evaluate the transverse and longitudinal slope stability of the proposed roadway embankments/retained fills for static and dynamic conditions. Where needed for stability, the

CONSULTANT will determine the type and limits (lateral and vertical) of ground improvement. To reduce settlement and improve embankment stability, ground improvement will include consideration of appropriate types of lightweight fill.

#### **Assumptions**

- A CADD file that includes topographic contours of the existing conditions and the proposed alignment will be provided by others. Cross-sections that contain the existing conditions and the proposed alignment will be provided by others.

#### **Deliverables**

- Results of the analyses will be included in the Geotechnical Data and Engineering Report.

### **Work Element 6.4.8 Construction Considerations**

The CONSULTANT will address construction considerations consistent with the 30 percent design level. Issues that will be considered include: expected problems associated with installing ground improvement (if required) adjacent to the existing I-5 embankment, risk associated with the selected ground improvement technique(s), construction of any preloads adjacent to the existing I-5, schedule risks associated with protracted surcharge periods, need for and design of work trestles, risks/problems associated with steel-pipe pile installations.

### **Work Element 6.5 Participation in Design Meetings**

The CONSULTANT will allocate time for up to 5 design meetings to be held in Bellevue, Washington. The purpose of these meetings would be to discuss feasibility of the foundations and embankments for the proposed alternatives.

#### **Assumptions**

- Each meeting will last about 4 hours, including travel time.
- The Geotechnical project manager and a project engineer will attend the meetings.

### **Work Element 6.6 Geotechnical Data and Engineering Report**

The CONSULTANT will prepare a draft and final Preliminary Engineering Geotechnical Data and Engineering Report that presents the results of Work Elements 6.1 through 6.5. The report would contain subsurface data obtained during the course of the project including logs of all borings, results of the laboratory testing, representative subsurface profile, and geotechnical analysis results and recommendations.

#### **Deliverables**

- Preliminary Engineering Geotechnical Data and Engineering Reports (2 hard copies and 1 electronic copy)

## **Work Element 7: Engineering**

### **Work Element 7.1 Alternative Refinement**

#### **Objective**

To refine the preferred alternative balancing environmental & ROW impacts with overall project cost to develop a refined alternative to advance into Environmental and Preliminary Engineering Phase.

#### **Approach**

The CONSULTANT shall prepare conceptual drawings for up to two geometric alignments per ramp and three (3) construction type (i.e., embankment fill, walls, and/or elevated structure) alternatives. Following review and discussion with the CITY, the CONSULTANT shall refine the alternatives as necessary. The CONSULTANT shall present conceptual options to IJR support team for their comments and recommendations.

#### ***Assumptions:***

- Up to two meetings with the CITY and/or IJR support team may be required to refine options.
- There will be one draft Preliminary Alternatives Screening Memorandum submitted for review and comment.
- There will be one final Preliminary Alternatives Screening Memorandum submitted for approval.

#### ***Deliverables:***

- Three draft conceptual construction types geometric alternative drawings
- Two conceptual geometric alternative drawings
- One preliminary alternatives screening matrix, populated with screening data.
- One draft Preliminary Alternatives Screening Memorandum
- One final Preliminary Alternatives Screening Memorandum

## **Work Element 7.2 Conceptual Engineering**

### **Work Element 7.2.1 Horizontal Alignment and Vertical Profile**

The CONSULTANT shall plot the existing construction / right of way alignment in a plan series. For each alternative, the proposed right-of-way limits, alignment plan and profile shall be CAD drafted on plan sheets. For the preferred alternative more detailed calculations shall be performed, (including cross-sections at every 50 feet, typical sections, and approximate right-of-way easements and takes) to further evaluate the impacts and support the construction cost estimate. The existing and proposed right-of-way limits shall be plotted based on Work Element XX (Survey). For the build alternatives, the proposed profile shall be tested using the current design template to determine cut and fill limits and their location with respect to the right-of-way limits. Minor construction alignment deviations shall be evaluated by the CONSULTANT to reduce impacts on flood plains, wetlands, Section 106 facilities, hazardous waste, displacements, utilities, and threatened and endangered species habitats.

***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Alignment Plan and Profile Sheets (1:200 scale plots)

### **Work Element 7.2.2 Determine Earthwork Quantities**

After conceptual design profiles and roadway sections have been established, project earthwork quantities for the concept-level alternatives in 50 foot (max.) sections for the project shall be determined.

***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Earthwork Quantities

### **Work Element 7.2.3 Determine Environmental Impact & Mitigation Requirements**

After the conceptual footprints for each preliminary alternative are determined the CONSULTANT shall evaluate the environmental impacts and the estimated mitigation requirements for each.

***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Plot showing impacts
- Calculations for mitigation

#### **Work Element 7.2.4 Prepare Conceptual Interchanges/ Intersections Alternatives**

The CONSULTANT shall develop proposed and existing interchanges/intersections to a conceptual level (5% design) for two (2) geometric alternatives.

##### ***Assumptions:***

- Up to two geometric alternatives will be developed.

##### ***Deliverables:***

- None – preferred alignment will be advanced to 30% design

#### **Work Element 7.2.5 Conceptual Structural Analysis**

The CONSULTANT shall conduct an analysis of alternatives for new bridges and or walls on the project, taking into consideration cost, impacts to wetlands and floodplains and construction feasibility. The purpose of the analyses shall be to support the screening process and shall be of conceptual nature only, using basic geotechnical engineering and environmental parameters, and developed to a level sufficient to enable preliminary costs to be determined. The concepts to be considered include and are limited to new bridges and fill wall structures with ground improvements. The STATE will provide as-built plans and repair and maintenance for the existing bridges with the project may tie into. A meeting with the STATE's Bridge and Structures Office shall be held in Olympia to discuss the structural aspects of the project and to agree on the assumed structure types. The CONSULTANT shall prepare for, participate in, and document the meeting.

The description of proposed bridges shall include structural type the overall width, lane, shoulder, bridge barrier and rail requirements, the vertical profile and the horizontal alignment.

##### ***Assumptions:***

- STATE will provide the as-built bridge plans and other existing data pertinent to the Project.
- The Structures work elements involve up to four (4) bridge structures and approximately 5,000 linear feet of retaining walls.

##### ***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Evaluation of bridges and retaining walls shall be incorporated in the screening matrix to determine the preferred alternative for each location.
- Bridge Office Meeting Notes
- Preliminary Plan Drawings

## **Work Element 7.3 Preliminary Engineering**

### **Purpose**

The purpose of this Work Element is to provide engineering, design, and technical support to approximately the 30 percent level in support of the determination of environmental documentation requirements and the Design Approval Package. This will serve as the basis for the Design Documentation Package to be accomplished in a later phase.

### **Work Element 7.3.1 Design Criteria & WSDOT Design Matrix**

#### **Objective**

Identify and document necessary design level and design criteria for development of the project.

#### **Approach**

The CONSULTANT shall review and confirm the roadway and bridge design criteria to be used for the project and establish the roadway geometry, structural, material and geotechnical design criteria to be used for the bridges and retaining walls on the project. The structural criteria will be AASHTO and STATE standards. CONSULTANT will identify all WSDOT Design Level Matrix criteria requirements for project.

#### ***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Design Criteria Technical Memorandum (Draft and Final)

### **Work Element 7.3.2 Horizontal Alignment and Vertical Profile**

The CONSULTANT shall refine the preferred alternative horizontal alignment and vertical profile and prepare plans and typical sections consistent with STATE design standards. Plan sheets shall be prepared to show the horizontal alignments at 1" = 100' scale. Access control and anticipated right-of-way plan will be illustrated on the 1" = 100' drawings. Profile sheets shall be prepared to show the vertical alignment (with super elevation diagrams) at 1" = 100' scale horizontal and 1" = 5' vertical.

**Assumptions:**

- Cross-sections will be prepared every 50 feet
- Typical Roadway Sections will be prepared as part of this activity
- Cut and fill lines will be displayed on the plans

**Deliverables:**

One (1) electronic and one (1) hardcopy of the following:

- Final design horizontal alignment and vertical profile plans for the preferred alternative to a 30% design level
- Typical Roadway Sections to a 30% design level

**Work Element 7.3.3 Determine Preliminary Grading Concept**

The CONSULTANT shall determine the preliminary grading concept with cut and fill limits in support of Work Element 7.0.

**Assumptions:**

- Preliminary Grading (Concept) Plans will be prepared at 1" = 100'.

**Deliverables:**

One (1) electronic and one (1) hardcopy of the following:

- Conceptual Preliminary Grading Plan with cut and fill limits identified

**Work Element 7.3.4 WSDOT Channelization / Interchange Plans**

The CONSULTANT shall prepare WSDOT Channelization Plan and Preliminary Interchange Plan for Approval to a 30% design level in accordance with STATE standards and procedures.

**Assumptions:**

- The Preliminary Channelization/Interchange Plans will be prepared at 1" = 100'.
- The Preliminary Channelization/Interchange Plans shall be based on and contain the following items:

- **GENERAL REQUIREMENTS**

- Use latest version of the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Design Manual, and AASHTO

- Show 300 feet of existing highway beyond the proposed changes

- Plan prepared in accordance with Plans Preparation Manual
- Have preliminary deviations/EUs, if applicable
- **DESIGN DATA BOX**
  - Highway Design Class (Modified: MDL1-14; Full: Principal Arterial, Minor Arterial or Collector)
  - City/County Design Classification for crossroads
  - ADT
  - Design Vehicle
  - Posted Speed and Design Speed
- **PLAN SHEET**
  - Project Title, State Route number, SR Milepost in title block
  - Township, Range, Section, North Arrow, scale bar, legend, county
  - Street and Highway names
  - Existing topographic features (edge of pavements, utility poles, fire hydrants, retaining walls, etc.)
  - Construction centerline, bearing, stationing or milepost
  - Station, or milepost, and equations at centerline intersection of intersecting roads and approaches
  - Angle of intersection
  - Curve data for each curve (curve radius, curve and tangent lengths, delta angle, PC, PI, PT and superelevation)
  - Widths of lanes, turn lanes, shoulders, medians, curb & gutter, bike lanes, sidewalks, and bus pullouts if applicable
  - Begin/end stations of channelization storage
  - Taper rates for lane transitions
  - Right turn corner radius for intersecting roadways and approaches

The CONSULTANT will distribute material for review and approval directly to WSDOT.

***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:



- 30% Preliminary Interchange/Channelization Plans

### **Work Element 7.3.5 - Justification, Variance Inventory Forms and Draft Deviations**

The CONSULTANT shall prepare and use Project Justification and Design Variance Inventory Forms per WSDOT procedures. The CONSULTANT shall identify and list up to three (3) design deviations for the preferred alternative. The CONSULTANT shall attach a brief (up to 5 pages) summary report to be submitted with the Design Variance Inventory.

#### ***Assumptions:***

- A maximum of three (3) deviations shall be prepared.
- One review cycle of deviations

#### ***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Design Variance Inventory Forms and Summary Report
- Up to five (5) Draft Deviations for Submittal

### **Work Element 7.3.6 PRELIMINARY HYDRAULICS**

#### **Work Element 7.3.6.1 Preliminary Drainage Assessment**

The CONSULTANT shall review and document the existing drainage conditions. This work will include:

- Project Design Criteria Worksheets (Item 1)
- Review of area basin plans, master drainage reports, as-built plans, existing and forecast ADTs, hydraulic reports, topographic surveys, environmental reports, geotechnical reports, and other documentation that describes the existing on-site and adjacent off-site drainage features/systems in the project area. (Item 2)
- A visit to the site to confirm that the documentation is accurate relative to field conditions.
- Document the existing Threshold Discharge Areas (TDA) based on the investigation described in items 1 & 2.

The CONSULTANT shall prepare a Hydraulic Assessment that contains the following:

- Summary of the research described in items 1 & 2 above.
- TDA descriptions and base map delineating the TDA's

- Hydraulic design criteria
- Identification of significant drainage features such as flow control and water quality facilities, culverts, channels, storm drains, wetlands, and streams.
- A preliminary hydraulic analysis and 5% design level

***Assumptions:***

- The STATE will supply all available reports, maintenance information, local flooding information, as-built drawings, survey information, and any additional information available to support the analysis of the existing drainage conditions.

***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Hydraulic assessment report
- 5% design level hydraulic design to support up to three (3) alternatives

**Work Element 7.3.6.2      Drainage Assessment of the Selected Alternative (30% Design)**

The CONSULTANT will advance the analysis started in Work Element 7.3.6.1 to support the design of the preferred alternative. This analysis will include:

- The Hydraulic Assessment from Work Element 7.3.6.1.
- Identify major hydraulic design elements to support the 30% Design of the preferred alternative.
- Provide a rough-cut analysis of the major design elements.
- Type, size, and location of the major design elements (i.e., BMP's)
- Provide a conceptual drawing that shows the major hydraulic elements.
- List known hydraulic constraints/risks

***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Drainage assessment report
- 30% hydraulics design for the preferred alternative

### **Work Element 7.3.7 Structural Report**

### **WSDOT/FHWA Type, Size, and Location (TS&L)**

The CONSULTANT shall study the structure requirements for the PROJECT. The structural study and report shall document how the proposed structure type, size, and location were determined. The following considerations shall be addressed in the study report:

- Aesthetics
- Cost Estimates
- Geometric Constraints
- Project Staging and Stage Construction Requirements
- Traffic Impact and Public Access During Construction
- Foundations
- Feasibility of Construction
- Structural Constraints
- Maintenance

The Structure TS&L Study Report text shall describe how each of these factors leads to the preferred alternative and show how each constraint eliminated or supported the alternative. The TS&L Study will require preliminary structural engineering design to determine required types and sizes of structural members and estimated costs of the alternatives. The structures anticipated to be required for each alternative include..., permanent retaining walls. The CONSULTANT shall develop preliminary plan drawings that clearly describe the structural elements of the alternatives examined in the TS&L Study.

The CONSULTANT shall move forward with the Preferred Alternative preliminary engineering design for the structures required for the Phase 1 project. Preliminary structural engineering calculations, preliminary plan drawings, and preliminary cost estimate are required to be developed for the Preferred Alternative. The preliminary plan drawings shall be developed to clearly describe the structures and shall include the plan view, elevations, and typical section views for the structural elements that are a part of the Preferred Alternative.

#### ***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- Preliminary design level TS&L study report covering each of the alternatives to be evaluated
- Preliminary TS&L report and plans for the refined alternative

### **Work Element 7.3.8 Structures Plans**

The CONSULTANT shall develop structure plans to a 30% design level per WSDOT design delivery matrix. Structures drawings will include the following:

Bridge Sheets (for each bridge structure):

- Bridge Layout (Plan & Elevation)
- Construction sequence
- Foundation Layout
- Abutment Plan and Elevations
- Intermediate Pier Plan and Elevations (if applicable)
- Typical Bridge Section
- Temporary Structure Plan and Elevations (if applicable)

Retaining Wall Sheets:

- Plan, Profile, and Typical Section for each wall

#### ***Deliverables***

- 30% Structures Plans will be included as part of Preliminary Design and Estimate Package.

### **Work Element 7.3.9 Illumination, Signing, & ITS Plans**

The CONSULTANT shall develop preliminary illumination, Signing, & ITS plans to a 30% design level per WSDOT design delivery matrix. This effort will identify project specific issues and needs to define the luminaire mounting height, pole spacing, the type and size of the fixture and how to modify and supplement the existing illumination systems within the project area.

#### ***Deliverables:***

- 30% Illumination, Signing, & ITS plans will be included as part of Preliminary Design and Estimate Package.

### **Work Element 7.3.10 Utility Plans**

#### **Objectives**

To identify and locate all existing utilities in the project area, determine probable project impacts to existing utilities, and to coordinate with utilities to determine probable solutions (relocations) to resolve project impacts.

### **Work Element 7.3.10.1 Existing Utilities Located**

The CONSULTANT shall field locate all above ground utility features, including measure downs to pipe runs and include the results in Work Element 5.1, SURVEY. In addition, the CONSULTANT shall contact ONE CALL and have the underground utilities marked. These shall also be included by the CONSULTANT in the topographic survey.

The STATE will supply the CONSULTANT with all utility information and as-built drawings previously supplied by the utilities. The CONSULTANT shall contact all known and potential public and private area utility agencies to confirm (or eliminate) the existence of project area facilities, and request any missing as-built information.

The CITY will research existing agreements and inform the CONSULTANT as to the presence or absence of an easement or franchise for each utility. The CONSULTANT shall document this data for future use in determining agreement relocation cost responsibility.

#### ***Deliverables:***

One hard copy and one electronic copy of a utilities white paper that presents the results of this work element.

### **Work Element 7.3.10.2 Existing Utility Plan**

Using the project basemap developed in Work Element 5.1, SURVEY, the CONSULTANT shall produce an Existing Utility Plan. The Plan will include all as-built data not located in the survey. The plan will be field checked and updated to account for any conflicts between field and as-built data and/or visually noted differences to this data. The CONSULTANT shall share the plan shared with each utility and obtain verification of for identified facilities locations.

#### ***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

- 30% Level Existing Utility Location Plan.

### **Work Element 7.3.10.3 Utility Relocation Plan**

The CONSULTANT shall develop Utility plans to a 30% design level per WSDOT design delivery matrix. This effort will identify all new proposed utilities as well as existing utilities to be relocated within the project area.

#### ***Deliverables:***

- 30% Utility will be included as part of Preliminary Design and Estimate Package.

### **Work Element 7.3.11 Cost Estimate**

The CONSULTANT shall develop Project Cost Estimate commensurate with a 30% Design Level. Quantity take offs and unit costs will be utilized to the extent possible at the 30% level. Lump sum costs and percentage costs will be utilized in cases where quantities can not be determined to a reasonable value based on a 30% design level.

***Deliverables:***

One (1) electronic and one (1) hardcopy of the following:

30% Opinion of Cost

***Assumptions:***

*In providing opinions of cost for the PROJECT, CONSULTANT has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate PROJECT cost or schedule. The CONSULTANT, therefore, will not warranty that the actual PROJECT costs will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.*

- 

## **Work Element 8: Right-of-Way**

### **Approach**

The CONSULTANT shall manage its work consistent with best management practices and as further described in Work Elements 8.1 – 8.2, below.

- 8.1 Right-of-Way Plans
- 8.2 Legal Descriptions

### **Work Element 8.2 Legal Descriptions**

The CONSULTANT shall provide legal descriptions and exhibits to support the right-of-way process for the project. It is estimated that one parcel will require right-of-way acquisition.

***Assumptions:***

- Legal description and exhibit revisions will be required for one parcel for right-of-way acquisition as a result of property negotiations.

- Legal description and exhibit revisions will be required for one parcel for easements as a result of property negotiations.

***Deliverables:***

- Final draft and Final right-of-way legal descriptions in hard copy and electronic format per WSDOT guidelines

## **Work Element 8.3 Preliminary ROW Services**

**Purpose**

The CONSULTANT will provide preliminary ROW services to assist with assessing project siting, costs and feasibility and prepare for ROW appraisals and acquisition services.

**CONSULTANT Services:**

- Provide preliminary landowner research based on available public data for one parcel.
- Review preliminary project locations to identify possible ROW acquisitions and potential mitigation opportunities.
- Order title and prepare title review memos for a maximum of one parcel.
- Prepare up to two preliminary cost estimates in excel format based on readily available public data.

**CITY Responsibilities:**

- Review preliminary cost estimates
- Review title review memos and identify encumbrances to accept or clear

***Assumptions:***

- A maximum of one parcel and 2 project alignments will be researched and reviewed as part of the preliminary ROW services.

***Deliverables:***

- Title and title review memos
- Preliminary cost estimates.

## Work Element 8.4 Valuation Services

### Purpose

The CONSULTANT will manage the appraisal process and prepare a Project Funding Estimate (PFE and appraisal reports as needed).

#### **CONSULTANT Services:**

- Assemble all needed appraisal data and appraisal scope for the assigned parcel.
- Send out landowner contact letters to all affected parcel in advance of the appraisal.
- Provide a PFE for the assigned parcels.
- Provide appraisal reports for the assigned parcels.
- Provide appraisal reviews for the appraisal reports.

#### **CITY Responsibilities:**

- Provide signed Determination of Values for the appraisal report.

#### **Assumptions:**

- CONSULTANT shall manage their appraisal staff to develop the most expeditious schedule for delivery of all appraisals.
- CITY shall provide any available information to CONSULTANT that is needed to complete the assigned appraisals.
- There will be a maximum 1 PFE report, , 1 appraisal reports and 1 appraisal reviews prepared by CONSULTANT.
- All appraisal deliverables will conform to WSDOT LAG Manual guidelines.

#### **Deliverables:**

- PFE
- Landowner Contact letters.
- Appraisal Report.

## Work Element 8.5 ROW Acquisition Services

CONSULTANT will prepare offer packages, review legal descriptions, present offers and negotiate purchases, track ROW status, prepare administrative settlement memos and condemnation packages, prepare executed documents for CITY approval, and process executed



documents for a maximum of one parcel. At the end of the project all acquisition files will be transmitted to the CITY with all original documents.

**CONSULTANT Services:**

- Prepare an acquisition schedule for assigned parcel.
- Prepare ROW file for preliminary WSDOT review before making an offer.
- Prepare a monthly ROW status report in Excel format.
- Facilitate and attend monthly ROW status meetings.
- Prepare all documents and deeds required for the assigned parcel.
- Review all legal descriptions and survey exhibits and provide red line edits if needed.
- Act as the agent for CITY in all negotiations.
- Prepare administrative settlement memos and condemnation packages as needed.
- Manage closings through escrow company.
- Prepare ROW file for ROW certification and attend ROW certification review.
- Transmit completed file to CITY.

**CITY Responsibilities:**

- Review and approve the acquisition schedule.
- Approve the format of all documents and deeds used.
- Approve all administrative settlements and all condemnation packages.
- Make prompt payment to the owner or escrow company for the approved acquisition.
- Review and approve the transmitted file.

***Assumptions:***

- All ROW acquisition processes and deliverables will conform to WSDOT LAG Manual guidelines.
- There will be a maximum of 1 parcels acquired.
- There will be a maximum of 8 each ROW status reports prepared and ROW status meetings.
- Offer to purchase will be presented in person when feasible.

- Consultant will make up to four substantive contacts for each assigned acquisition with substantive contact being defined as any of the following: An in person meeting with landowner, A lengthy phone conversation(s) that results in landowner comment, input or counteroffer; An exchange of written or email correspondence that results in landowner comment, input or counteroffer.
- Acquisition activities on any given parcel shall be deemed completed if any of the following occurs; a negotiated settlement is reached, the offer is rescinded, an impasse is reached with the landowner or the parcel is transmitted for condemnation.
- CITY will have sufficient funding to pay for the acquisition of any parcel assigned.
- CITY shall approve all acquisition forms prior to their use.
- CONSULTANT shall review legal description and survey exhibits for all acquisitions needed for this project.
- The parcel shall be closed in escrow.
- There will be a maximum of one 2 hour pre offer ROW certification file review and a maximum of one 4 hour ROW certification review of completed files.

***Deliverables:***

- Acquisition schedule.
- Attend ROW status meetings and prepare ROW status reports.
- Completed Acquisition Documents
- Red Line Review of Legal Descriptions.
- Negotiation Services.
- Administrative Settlement Memos.
- Completed acquisitions or condemnation package.
- Prepare file for pre offer and final ROW certification review.
- Completed files

## Work Element 9: Public Involvement

### Work Element 9.1 Outreach (Public, Agency and Tribal Coordination)

CONSULTANT, in conjunction with **City** staff, will prepare materials for and participate in up to five (5) briefings to community groups and individual stakeholders. CONSULTANT will prepare materials and talking points, coordinate logistics, attend briefings and write summaries for each briefing. CONSULTANT will maintain a PowerPoint presentation describing the project for use by project team members in briefing agencies, elected officials, community groups, etc. The PowerPoint is expected to be updated quarterly with project progress. CONSULTANT will also track and log all presentations (Date, organization, attendance and key comments).

#### **Tribal Coordination**

**CONSULTANT** will support the internal design and permitting team tribal team and WSDOT Tribal Liaison by preparing agendas and summaries for up to three (3) Tribal Team meetings, preparing packets and materials for meetings with tribes and maintaining the Tribal Communications Log.

#### ***Assumptions:***

- Assume 3 stakeholder briefings. Assume all are 2-hour meetings plus travel.

#### ***Deliverables:***

- Presentations, talking points, logistics, attendance and summaries for up to eight (8) stakeholder briefings
- Attendance, agenda and summary for up to three briefings (2 hours per meeting)
- Updates of the Tribal Communications Log

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

## Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
    - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
    - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-110 consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.
- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**Exhibit E-1  
Consultant Fee Determination - Summary Sheet**

**Project: I-5/SR 529 Interchange Expansion Project**

**Direct Salary Cost (DSC):**

<u>*Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Principal QA/QC Manager	118	X	84.43		9,963
Sr. Project Manager / Sr. Transportation Planner	749	X	73.64		55,156
Sr. Traffic Engineer	482	X	51.64		24,890
Traffic Engineer	100	X	37.80		3,780
Planner	274	X	31.23		8,557
Sr. Traffic Designer	32	X	73.22		2,343
Traffic Designer	148	X	33.50		4,958
Graphic	88	X	31.57		2,778
Sr. Civil Project Manager	185	X	70.01		12,952
Civil Design Eng.	761	X	38.61		29,382
Storm Water	320	X	40.50		12,960
Utilities	88	X	44.70		3,934
CADD Tech	236	X	38.30		9,039
Civil QC	36	X	61.16		2,202
Sr. Bridge Eng.	253	X	68.27		17,272
Sr. Bridge Eng	72	X	92.07		6,629
Sr. Bridge Eng	68	X	54.82		3,728
Sr. Bridge Eng	172	X	49.37		8,492
Bridge Eng.	216	X	33.96		7,335
Bridge EIT	336	X	31.20		10,483
Sr. CADD	332	X	42.52		14,117
Sr. Env. Planner	442	X	62.57		27,656
S. Env. Planner	70	X	63.02		4,411
Sr. Env. Sci.	41	X	41.78		1,713
Env. Sci	85	X	36.99		3,144
Jr. Env. Planner	268	X	28.87		7,737
Jr. Env. Sci	81	X	22.77		1,844
Env. Sci	89	X	42.38		3,772
Env Sci	97	X	37.50		3,638
Env. Planner	241	X	42.71		10,293
Env. Sci	65	X	33.74		2,193
Env. Sci	81	X	35.49		2,875
Sr. Env Sci-Air Quality	81	X	55.15		4,467
Sr. Env. Sci-Noise	8	X	46.58		373
GIS	204	X	40.32		8,225
Sr. Water Resource Eng	185	X	64.84		11,995
Biologist	81	X	40.50		3,281
Water Resource Eng	196	X	35.75		7,007
Sr. Water Resource Eng	8	X	52.80		422
ROW Supervisor	40	X	70.17		2,807
ROW Agent	82	X	41.78		3,426
ROW Tech	64	X	28.73		1,839
QA/QC	12	X	84.58		1,015
Editor	98	X	24.84		2,434
Administ.	106	X	31.61		3,351
Sr. Adminst	90	X	42.34		3,811
3% Labor Escalation for year 2015					1,124

\* see attached Exhibit E-1.1 ANTE table

**Total DSC = 375,803**

**Overhead (OH Cost --including Salary Additives):**

OH Rate X DSC of 158.06% x \$ 375,802.62 = 593,994

**Fixed Fee (FF):**

FF Rate X DSC of 30.00% x \$ 375,802.62 = 112,741

**Reimbursables:**

Itemized 17,000

**Subconsultant Cost (See Exhibit G):**

294,300

**Grand Total**

**1,393,837**

**1,393,837**

Prepared By: Don Sims

Date: 2.18.14



Exhibit E-1.1  
**HDR ENGINEERING, INC.**  
**ACTUALS NOT TO EXCEED TABLE**  
**SR529 - I5 Interchange Design**  
**Labor Categories**

Employee Classification Y2014	Direct Salary Cost	Overhead		Fixed Fee/Profit		Loaded Labor Rates		
	NTE Hourly	158.06%	X	DSC NTE Hourly	30.0%	X	DSC NTE Hourly	(Direct + OH + FF) NTE Hourly
Principal	\$ 141.35			\$ 223.42			\$ 42.41	\$ 407.18
Principal/Program Manager	\$ 108.57			\$ 171.61			\$ 32.57	\$ 312.75
Sr. Project Managers	\$ 93.71			\$ 148.12			\$ 28.11	\$ 269.94
Project Managers	\$ 70.35			\$ 111.20			\$ 21.11	\$ 202.66
Sr. Project Engineers	\$ 65.10			\$ 102.90			\$ 19.53	\$ 187.53
Project Engineers	\$ 55.91			\$ 88.37			\$ 16.77	\$ 161.05
Traffic Engineers	\$ 58.91			\$ 93.11			\$ 17.67	\$ 169.69
Design Engineer/Designers	\$ 55.00			\$ 86.93			\$ 16.50	\$ 158.43
Senior Technicians	\$ 44.10			\$ 69.70			\$ 13.23	\$ 127.03
Technicians	\$ 37.80			\$ 59.75			\$ 11.34	\$ 108.89
Construction Mgr/Resident Engr	\$ 58.15			\$ 91.91			\$ 17.45	\$ 167.51
Sr Construction Inspectors	\$ 49.14			\$ 77.67			\$ 14.74	\$ 141.55
Construction Inspectors	\$ 42.53			\$ 67.22			\$ 12.76	\$ 122.51
Construction Office Engineer	\$ 46.46			\$ 73.43			\$ 13.94	\$ 133.83
Sr Environmental Scientists	\$ 70.61			\$ 111.61			\$ 21.18	\$ 203.40
Environmental Scientists	\$ 52.52			\$ 83.01			\$ 15.76	\$ 151.29
Jr Environmental Scientists	\$ 35.56			\$ 56.21			\$ 10.67	\$ 102.44
Transportation Planners	\$ 78.75			\$ 124.47			\$ 23.63	\$ 226.85
Environmental Planners	\$ 66.15			\$ 104.56			\$ 19.85	\$ 190.56
ROW Agents/Real Estate	\$ 53.55			\$ 84.64			\$ 16.07	\$ 154.26
ROW Techs/Real Estate	\$ 33.09			\$ 52.30			\$ 9.93	\$ 95.32
Review Appraisor/ Real Estate	\$ 50.73			\$ 80.18			\$ 15.22	\$ 146.13
Principal Economists	\$ 126.47			\$ 199.90			\$ 37.94	\$ 364.31
Senior Economists	\$ 77.22			\$ 122.05			\$ 23.17	\$ 222.44
Economists	\$ 44.84			\$ 70.87			\$ 13.45	\$ 129.16
Graphic Designers	\$ 55.89			\$ 88.34			\$ 16.77	\$ 161.00
Senior Administrators	\$ 65.31			\$ 103.23			\$ 19.59	\$ 188.13
Administrators	\$ 41.40			\$ 65.44			\$ 12.42	\$ 119.26
Clerical	\$ 36.21			\$ 57.23			\$ 10.86	\$ 104.30

Billing Multiplier = 1.0 x direct salary cost + 1.5806 x direct salary cost + 0.3 x direct salary cost = 2.8806 x direct salary cost  
Rates include no escalation



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

August 1, 2013

Gene Sacco, Senior Project Controller  
HDR Engineering, Inc.  
500 – 108<sup>th</sup> Ave NE, Suite 1200  
Bellevue WA 98004-5549

RE: HDR Engineering, Inc. Indirect Cost Rate Schedules  
Fiscal Year End December 29, 2012

Dear Mr. Sacco:

The Nebraska Department of Roads (NDOR) has concluded their cognizant review of HDR Engineering, Inc. Nebraska is the Cognizant State for HDR Engineering, Inc. NDOR accepted the audit performed by the CPA firm, Ernst & Young, LLP for the above referenced fiscal year. We were provided with their letter and a copy of the CPA audit report.

Based on the cognizant state's review and acceptance of the HDR Engineering, Inc. indirect cost rate we are issuing this letter of review establishing HDR Engineering, Inc's indirect cost rate for the fiscal year ending December 29, 2012, at 158.06% (rate includes Facilities Cost of Capital of 0.18%) of direct labor. This rate includes technology costs. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you, or any representatives of HDR Engineering, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File



Dave Heineman  
Governor

## STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., Director - State Engineer

1500 Highway 2 • PO Box 94750 • Lincoln NE 68509-4750

Phone (402) 471-4567 • FAX (402) 479-4325 • www.transportation.nebraska.gov

July 18, 2013

Report No. 2014-3

HDR Engineering, Inc. and Subsidiaries  
8404 Indian Hills Drive  
Omaha, NE 68114

Chad Hartnett, Treasurer, Controller, and Director of Accounting

Subject: Review of FYE December 29, 2012 Indirect Cost Rate Audit performed by Ernst & Young, LLP.

We have completed a cognizant review of the independent Certified Public Accountant (CPA) audit and supporting work papers, of the Indirect Cost Rates of HDR Engineering, Inc. and Subsidiaries, for the year ended December 29, 2012. This review was conducted in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

Our review consisted of discussions with HDR officials and a review of Ernst & Young LLP's audit report and audit working papers to ensure that the indirect cost rate audit was performed in accordance with Government Auditing Standards, and that the schedule of indirect costs was prepared in accordance with accounting practices prescribed in 48 CFR Part 31 of the Federal Acquisition Regulations. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting work papers for the Indirect Cost Rate, and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rates:

Combined Indirect Cost Rate	157.88% *
Facilities Capital Cost of Money	0.18945%

\* Note: Technology costs are included in the indirect cost rate.

James A. Dietsch  
Highway Audit Manager

**CERTIFICATION OF FINAL INDIRECT COSTS**

Firm Name: HDR Engineering, Inc.

Final Indirect Cost Rates:

Home Rate: 157.88%                      Field Rate: \_\_\_\_\_

Cost of Capital: 0.18945%                      Other: \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy): 12/29/2012

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

\*Signature: 

\*Name of Certifying Official (Print): Galen J. Meysenburg

\*Title: Senior Vice President | Company Controller

Date of Certification (mm/dd/yyyy): 04/30/2013

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with a contract.

## HDR Engineering, Inc. and Subsidiaries

## Statement of Direct Labor, Fringe Benefits, and General Overhead

Year Ended December 29, 2012

	Actual	Unallowable Adjustment	FAR Reference	Allowable
DIRECT LABOR	\$ 286,482,708	\$ 4,661	(1)	\$ 286,487,369
FRINGE BENEFITS:				
Vacation	\$ 36,470,646	\$ -		\$ 36,470,646
Holiday	13,713,365	-		13,713,365
Sick leave	380,419	-		380,419
Payroll taxes	35,267,151	-		35,267,151
Group insurance	31,776,432	-		31,776,432
Retirement benefits	18,121,800	(26,202)	(2)	18,095,598
Total fringe benefits	135,729,813	(26,202)		135,703,611
GENERAL OVERHEAD:				
Indirect labor:				
General	119,417,645	(2,905,356)	(3)	116,512,289
Marketing	35,219,337	(107,801)	(4)	35,111,536
Travel and expenses – general	8,600,913	(701,517)	(5)	7,899,396
Employees' expenses	10,891,247	(2,485,493)	(6)	8,405,754
Supplies	307,105	-		307,105
Building rental and expenses – net	47,960,299	-		47,960,299
Taxes – general	3,265,678	(13,687)	(7)	3,251,991
Computer expense	44,616,829	(2,947)	(8)	44,613,882
Depreciation and amortization	8,533,039	(3,564,413)	(9)	4,968,626
Postage	837,468	-		837,468
Telephone	4,524,804	(42)	(10)	4,524,762
Subscriptions	205,682	-		205,682
Donations	1,415,669	(1,415,669)	(11)	-
Insurance and self-insurance	11,809,591	1,164,850	(12)	12,974,441
Bad debt	317,060	(317,060)	(13)	-
Office expenses	761,909	-		761,909
Printing	3,621	-		3,621
Marketing	6,250,075	(4,777,145)	(14)	1,472,930
Intercompany overhead	1,928,998	-		1,928,998
Administrative costs	13,402,542	(2,198,957)	(15)	11,203,585
Temporary help	529,492	-		529,492
Goodwill	239,900	(239,900)	(9)	-
Interest – net	614,097	(614,097)	(16)	-
Autos	1,008,818	(47,780)	(17)	961,038
Professional services	977,989	(89,622)	(18)	888,367
Miscellaneous	793,278	(559,566)	(19)	233,712
Allocated expenses	33,475,948	(23,491,123)	(21)	9,984,825
State income tax expense	938,520	110,958	(20)	1,049,478
Total general overhead	358,847,553	(42,256,367)		316,591,186
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD	\$ 494,577,366	\$ (42,282,569)		\$ 452,294,797
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD RATE	172.64 %			157.88 %

See Notes to Statement and Schedule.

## HDR Engineering, Inc. and Subsidiaries

### Description of Federal Acquisition Regulation (FAR) References

Year Ended December 29, 2012

- (1) **31.201-4(a)** – A cost is allocable directly to a government contract if it is incurred specifically for the contract
- (2) **31.205-6(j)** – Pension amount funded in excess of the pension cost assigned to a cost accounting period is unallowable.
- (3) **31.205-6(p), 27(a), 35** – Compensation paid to senior executives in excess of allowable limits. Expenditures in connection with acquisition costs are unallowable. Certain expenditures in connection with relocation costs are unallowable.
- (4) **31.205-1(f)(1)** – Portion of unallowable public relations and advertising costs.
- (5) **31.205-14, 46, 51** – Costs of entertainment are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable. Costs of alcoholic beverages are unallowable.
- (6) **31.205-1(f)(7), 14, 22, 51** – Costs of memberships in civic and community organizations are not allowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Costs of alcoholic beverages are unallowable.
- (7) **31.205-27(a)** – Expenditures in connection with acquisition costs are unallowable.
- (8) **31.205-1(f)(1), 14, 46** – Portion of unallowable public relations and advertising costs. Costs of entertainment are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable.
- (9) **31.205-49** – Amortization of acquisition intangibles and goodwill is unallowable.
- (10) **31.205-1(f)(7), 14, 22, 51** – Costs of memberships in civic and community organizations are not allowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Costs of alcoholic beverages are unallowable.
- (11) **31.205-8** – Contributions and donations are unallowable.
- (12) **31.205-19** – Insurance and self insurance – See insurance discussion in Note 3.
- (13) **31.205-3** – Bad debts are unallowable.

## HDR Engineering, Inc. and Subsidiaries

### Description of Federal Acquisition Regulation (FAR) References (continued)

- (14) **31.205-1(f)(1) and (7), 8, 14, 22, 46** – Portion of unallowable public relations and advertising costs. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Meals & lodging costs in excess of Federal per diem rates are unallowable.
- (15) **31.205-1(f)(1) and (7), 8, 14, 22, 27, 46** – Portion of unallowable public relations and advertising costs. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Expenditures in connection with acquisition costs are unallowable. Meals and lodging costs in excess of Federal per diem rates are unallowable.
- (16) **31.205-20** – Interest and other financial costs are unallowable.
- (17) **31.205-6(m)(2)** – Portion of the cost of company-furnished automobiles that relates to personal use by employees, including transportation to and from work, are unallowable.
- (18) **31.205-3,22,27(a), 30** – Bad debts are unallowable. Lobbying and political activity costs are not allowable. Expenditures in connection with acquisition costs are unallowable. Patent costs not associated with government contracts are unallowable.
- (19) **31.205-3, 14, 46(c)(2), 51** – Bad debts are unallowable. Costs of entertainment are unallowable. Portions of costs of leased airplane for business travel are unallowable. Costs of alcoholic beverages are unallowable.
- (20) **31.205-41(b)(7)** – Portion of state income tax which is deferred and not a current tax expense is not allowable.
- (21) Portion of allocated expenses from the parent are unallowable under the same FAR provisions discussed in this section. See discussion in Note 5.

**HDR Engineering, Inc. and Subsidiaries**  
**Schedule of Facilities Capital Cost of Money**  
**Year Ended December 29, 2012**

Facilities capital employed	\$ 28,946,144
Average Secretary of the Treasury interest rate	<u>1.8750%</u>
Facilities capital cost of money	<u>\$ 542,740</u>
Direct labor base	<u>\$ 286,487,369</u>
Facilities capital cost of money rate	<u>0.18945%</u>

*See Notes to Statement of Schedule.*



Exhibit G  
Subcontracted Work

The AGENCY permits subcontracts for the following portion of the work of this AGREEMENT :

**1-Alliance**

Complete topographic survey for Project limits and provide parcel legal descriptions

**Shannon & Wilson**

Conduct Soil borings and geotechnical investigation and recommendations for Project

**SWCA Environmental**

Complete Cultural and Historical Resource Study

**EXHIBIT G-1**  
**Subconsultant Fee Determination - Summary Sheet**  
**Mandatory when subconsultants are utilized**

**Project:** I-5/SR 529 Interchange Expansion Project

**Subconsultant:** 1 Alliance Geomatics

**Direct Salary Cost (DSC):**

<b>*Classification</b>	<b>Man Hours</b>	<b>Load</b>	<b>Billing Rate</b>	<b>=</b>	<b>Cost</b>
Principal	8.0	X	151.00		1,208.00
Project Manager	20.0	X	121.00		2,420.00
Prj Suveryor	80.0	X	111.00		8,880.00
CAD	136.0	X	88.00		11,968.00
Tech V	168.0	X	88.00		14,784.00
Tech III	168.0	X	75.00		12,600.00
Admin	9.0	X	55.00		495.00
		X			

*\*see attached G.1.1 ANTE table*

**Total DSC =** \$52,355.00

**Overhead (OH Cost -- Including Salary Additivities):**

OH Rate X DSC of 0 % x \$52,355.00 = \$0.00

**Fixed Fee (FF):**

FF rate X (DSC )of 0 % x \$52,355.00 = \$0.00

**Reimbursables:**

Itemized \$1,331.00

**Subconsultant Costs (See Exhibit G):**

\$53,686.00

Prepared By Jason Nakamura

Date: 1.20.14

**Actuals Not To Exceed Table (ANTE)**



1 Alliance Geomatics, LLC  
 625 Strander Blvd., Suite E  
 Seattle, WA 98188

Job Classifications	Direct Labor Rate		Safe Harbor Overhead		Safe Harbor Fixed Fee		All Inclusive Hourly Billing Rate	
		NTE	110% NTE		30%		NTE	
Principal Surveyor	\$55.00		\$60.50	\$16.50	\$132.00			
Project Manager	\$44.00		\$48.40	\$13.20	\$105.60			
Project Surveyor	\$40.00		\$44.00	\$12.00	\$96.00			
Tech IV (Office & Field)	\$30.00		\$33.00	\$9.00	\$72.00			
Tech III (Office & Field)	\$25.00		\$27.50	\$7.50	\$60.00			
Admin	\$20.00		\$22.00	\$6.00	\$48.00			



**ACTUALS NOT TO EXCEED TABLE (ANTE)**

**I-5/SR 529 Interchange Expansion Project  
SHANNON & WILSON, INC.**

<b>Classification</b>	<b>Class Code</b>	<b>Direct Salary Cost NTE</b>	<b>Overhead 193.40% DSC NTE</b>	<b>Fee 30% DSC NTE</b>	<b>Billing Rate Range NTE</b>
Project Principal	T27 / T28 / T29	\$88.15	\$170.48	\$26.45	\$285.08
Vice President	T25	\$76.41	\$147.77	\$22.92	\$247.11
Sr. Associate/Associate	T22 / T23 / T24	\$63.98	\$123.74	\$19.19	\$206.91
Sr. Prin./Principal Professional	T19 / T20	\$48.71	\$94.21	\$14.61	\$157.54
Senior Professional	T18	\$37.95	\$73.39	\$11.38	\$122.73
Professional III/IV	T16 / T17	\$36.67	\$70.92	\$11.00	\$118.59
Professional I/II	T14 / T15	\$26.00	\$50.28	\$7.80	\$84.08
Senior Drafter/Technician	S17 / S19	\$36.12	\$69.85	\$10.84	\$116.81
Drafter/Technician	S09 / S10 / S11 / S13 / S15	\$26.06	\$50.40	\$7.82	\$84.29
Administration	A15 / A17 / A19	\$36.67	\$70.92	\$11.00	\$118.59
Clerical	A07 / A09 / A10 / A11 / A13	\$21.00	\$40.61	\$6.30	\$67.91

Invoiced costs may not exceed the NTE rate per classification  
 Billing Multiplier = 1.0 x direct salary cost + 1.934 x direct salary cost + 0.3 x direct salary cost = 3.2340 x direct salary cost

**EXHIBIT G-1**  
**Subconsultant Fee Determination - Summary Sheet**  
**Mandatory when subconsultants are utilized**

**Project:** I-5/SR 529 Interchange Expansion Project

**Subconsultant:** SWCA Environmental Consultants

**Direct Salary Cost (DSC):**

<b>*Classification</b>	<b>Man Hours</b>		<b>Labor Rate</b>	<b>=</b>	<b>Cost</b>
Project Manager	4	X	56.06		224
Project Archaeologist	120	X	27.40		3,288
Architectural Historian	8	X	27.30		218
Researcher	22	X	23.10		508
Asst Geoarch/Staff Archaeologist	64	X	19.85		1,270
Staff Archaeologist	62	X	19.37		1,201
GIS/Production	8		29.81		238
Graphics	2	X	21.74		43
Editor	4		28.70		115

*\*see attached G-1.1 ANTE Tabel*

**Total DSC =** 7,107

**Overhead (OH Cost -- Including Salary Additivities):**

OH Rate X DSC of 170.55% x \$7,106.94 = 12,121

**Fixed Fee (FF):**

FF rate X (DSC )of 30.00% x \$7,106.94 = 2,132

**Reimbursables:**

Itemized 3,202

**Subconsultant Costs (See Exhibit G):**

24,562

Prepared By: Lorelea Hudson

Date: 12.30.13

Exhibit G-1.1

**Subconsultant Fee Determination – Summary Sheet  
Fee Schedule**

**Subconsultant: SWCA Environmental Consultants**

**Subcategory: Cultural Resources Expertise: Archaeological and Historical**

<b>Position Classification</b>	<b>Max Direct Salary Rate</b>	<b>Overhead @170.55%</b>	<b>Profit @30.00%</b>	<b>Max Rate Per Hour</b>
Administrative Assistant	\$22.04	\$37.59	\$6.61	\$66.24
Senior Archaeologist	\$40.32	\$68.77	\$12.10	\$121.18
Archaeologist	\$26.50	\$45.20	\$7.95	\$79.65
Project Archaeologist	\$28.70	\$48.95	\$8.61	\$86.26
Project Archaeologist / Laboratory Director	\$26.10	\$44.51	\$7.83	\$78.44
Senior Staff Archaeologist	\$28.94	\$49.36	\$8.68	\$86.98
Staff Archaeologist	\$19.37	\$33.04	\$5.81	\$58.22
Archaeological Field Technician	\$16.80	\$28.65	\$5.04	\$50.49
Archaeologist / Architectural Historian	\$27.30	\$46.56	\$8.19	\$82.05
Architectural Historian	\$27.39	\$46.71	\$8.22	\$82.32
Cartographic / GIS Specialist /Production Manager	\$29.81	\$50.84	\$8.94	\$89.59
Cultural Resources Specialist	\$35.00	\$59.69	\$10.50	\$105.19
Environmental Program Manager	\$56.49	\$96.34	\$16.95	\$169.78
Geoarchaeologist	\$27.40	\$46.73	\$8.22	\$82.35
Assistant Geoarchaeologist/Staff Archaeologist	\$19.85	\$33.85	\$5.96	\$59.66
Assistant Lab Manager/Graphics Specialist/Researcher	\$23.10	\$39.40	\$6.93	\$69.43
Graphic Specialist / Staff Photographer	\$21.74	\$37.08	\$6.52	\$65.34
Historical / Industrial Archaeologist	\$26.35	\$44.94	\$7.91	\$79.91
Senior Project Manager	\$50.96	\$86.91	\$15.29	\$153.16
Project Manager	\$35.82	\$61.09	\$10.75	\$107.66
Senior Historian	\$42.40	\$72.31	\$12.72	\$127.43
Project Manager/Principal Investigator	\$56.06	\$95.61	\$16.82	\$168.48
Editor	\$28.70	\$48.95	\$8.61	\$86.26
Senior Proposal Coordinator	\$27.00	\$46.05	\$8.10	\$81.15

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 9, 2013

Jeannie Brozik, Accounting Manager  
Shannon & Wilson, Inc.  
400 N 34<sup>th</sup> St, Suite 100  
PO Box 300303  
Seattle WA 98103-8600

RE: Shannon & Wilson, Inc. Indirect Cost Rate Schedules  
Fiscal Year End December 31, 2012

Dear Ms. Brozik:

We accept the audit work performed by CPA Consulting, Inc. P.S. related to the Indirect Cost Rate schedule for the above referenced fiscal year for Shannon & Wilson, Inc. Our office did not review the work performed by CPA Consulting, Inc. P.S.

The schedule was audited by the CPA Consulting, Inc. P.S. for compliance with Part 31 of the Federal Acquisition Regulations. CPA Consulting, Inc. P.S. accepted an Indirect Cost Rate for the year ended December 31, 2012, at 193.40% (rate includes Facilities Cost of Capital of 0.198%) of direct labor.

Based on the work performed by the CPA, we are issuing this letter establishing Shannon & Wilson, Inc. Indirect Cost Rate for the fiscal year ending December 31, 2012, at 193.40% (rate includes Facilities Cost of Capital of 0.198%) of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).



Ms. Brozik  
Shannon & Wilson, Inc.  
July 9, 2013  
Page 2

If you, or any representatives of Shannon & Wilson, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,



Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File

**SHANNON & WILSON, INC.**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**DECEMBER 31, 2012**

	General Ledger Balance	Portion Unallowable	FAR Reference	Proposed Audited Total	Percent of Direct Labor
<b>DIRECT LABOR</b>	\$ 11,592,855			\$ 11,592,855	
<b>FRINGE BENEFITS</b>					
Additional compensation	865,915	\$ 500,000	(4) 31.205-6	1,365,915	
Qualified retirement plans	914,082	-		914,082	
Vacation, sick and holiday	2,246,122	-		2,246,122	
Payroll fringes	4,481,798	(87,435)	(2,3) 31.205-1,13	4,394,363	
	<u>8,507,917</u>	<u>412,565</u>		<u>8,920,482</u>	76.9%
<b>GENERAL OVERHEAD</b>					
Administrative salaries	3,321,781	(26,404)	(1) 31.205-6(f)	3,295,377	
Proposal and business development labor	3,662,202	(147,504)	(5) 31.205-1	3,514,698	
Equipment	277,358	-		277,358	
Rent and facility	1,957,200	(6,098)	(13) 31.203(b)	1,951,102	
Travel and auto	505,477	(2,379)	(6) 31.205-46	503,098	
Proposal and business development	653,477	(386,049)	(7,8,9) 31.205-1,8,14	267,428	
Interest	192	(192)	(10) 31.205-20	-	
Supplies	560,206	-		560,206	
Outside professional services	477,929	-		477,929	
Computer	539,935	-		539,935	
Telephone and postage	343,662	-		343,662	
Conferences and professional	567,994	-		540,122	
Depreciation	590,546	(27,872)	(6) 31.205-46	590,546	
Insurance	723,019	-		723,019	
Taxes and licenses	1,862,630	(1,330,197)	(11) 31.205-41	532,433	
Bad debts	91,348	(91,348)	(12) 31.205-3	-	
Revenue from in-house charges	(641,125)	-		(641,125)	
	<u>15,493,831</u>	<u>(2,018,043)</u>		<u>13,475,788</u>	116.2%
<b>Total Fringe Benefits and General Overhead</b>	<b>\$ 24,001,748</b>	<b>\$ (1,605,478)</b>		<b>\$ 22,396,270</b>	<b>193.2%</b>
<b>Facilities capital cost of money</b>				<b>\$ 22,904</b>	<b>0.198%</b>

See accompanying notes  
3

SHANNON & WILSON, INC.  
NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS  
AND GENERAL OVERHEAD  
DECEMBER 31, 2012

**FAR References:**

- (1) Unallowable spot bonuses
- (2) Taxes related to unallowable promotion labor
- (3) Unallowable meals and employee gifts
- (4) Paid bonus accrued in prior year
- (5) Advertising and public relations labor
- (6) Excess per diem and travel expense
- (7) Unallowable contribution costs
- (8) Unallowable entertainment costs
- (9) Unallowable advertising and public relations costs
- (10) Interest expenses
- (11) Federal income taxes
- (12) Unallowable bad debts
- (13) Rent charged as direct costs to projects

**NOTE B: DESCRIPTION OF ACCOUNTING SYSTEM (continued)**

**Depreciation** – Depreciation has been provided on the straight-line method over the estimated useful lives of buildings, equipment and leasehold improvements. The depreciation included in General Overhead does not exceed the amount used in the financial statements and is allowable under FAR 31.205-11(e).

**Sick Leave** – Sick leave costs are neither accrued annually nor paid to an employee upon termination. Applicable sick leave costs are expensed if paid and then included in the overhead rate.

**Compensation** – The Company paid no compensation in excess of the FAR 31.205-6(p) limit of \$763,029 per person. Senior executive compensation was reasonable in comparison with salary survey data in accordance with FAR 31.205-6(a).

**NOTE C: FACILITIES CAPITAL COST OF MONEY (FCCM)**

The Facilities Capital Cost of Money rate has been calculated in accordance with FAR Section 31.205-10; using average net book values of equipment and facilities multiplied by the average Treasury rates for the applicable period, as shown:

Beginning net capital assets, January 1, 2012	\$ 1,342,755
Ending net capital assets, December 31, 2012	<u>1,100,302</u>
Average Net Capital Assets	1,221,529
Average Treasury Rate	<u>1.875%</u>
Facilities Cost of Money	<u>\$ 22,904</u>
Direct Labor Base	<u>\$ 11,592,855</u>
FCCM Rate	<u>0.198%</u>

**NOTE D: BENEFIT PLANS**

The Company has two qualified retirement plans which cover employees who meet eligibility requirements. The Company made cash contributions of \$914,082 to the plans during the year ended December 31, 2012.

**NOTE E: AUDITOR CONTACT**

The person to contact relative to this engagement is:

Kristine L. Tryon  
 CPA Consulting, Inc., P.S.  
 Phone (425) 401-5061

## Certification of Final Indirect Costs

Firm Name: Shannon & Wilson, Inc.

Indirect Cost Rate Proposal: 193.4%

Date of Proposal Preparation (mm/dd/yyyy): 06/20/2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to 12/31/2012

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: 

Name of Certifying Official\* (Print): Paul Godlewski

Title: Vice President

Date of Certification (mm/dd/yyyy): 06/20/2013

\*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:  
<http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>

O/H Certification; Nov 2010

Exhibit G-3 SWCA



## Memorandum

December 19, 2013

TO: Erik Jonson, WSDOT Contracts Administrator  
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager *MR*

SUBJECT: SWCA, Inc. Indirect Cost Rate for fiscal year end December 31, 2012

We accept the audit work performed by Eide Bailly LLP related to SWCA's Indirect Cost Rate for the above referenced fiscal year. Eide Bailly audited SWCA's indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31; our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing SWCA's Indirect Cost Rate for fiscal year ending December 31, 2013 at 170.55% of direct labor (rate includes .35% Facilities Cost of Capital).

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at [roachma@wsdot.wa.gov](mailto:roachma@wsdot.wa.gov)

Attachment

cc: Steve McKerney  
File

## Exhibit H

### Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

#### **Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

#### **Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

#### **Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## Exhibit K

### Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

## Exhibit M-1(a) Certification Of Consultant

Project No. \_\_\_\_\_  
Local Agency \_\_\_\_\_

I hereby certify that I am Ronald G. Ohlsen and duly authorized representative of the firm of HDR Engineerin,g Inc. whose address is 500 108th Ave. NE, Suite 1200, Bellevue, WA 98004-5549 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

2/19/14

Date



Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of City of Marysville, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

Date

---

Signature

**Exhibit M-2**  
**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): HDR Engineering Inc.

2/19/14

(Date)



(Signature) President or Authorized Official of Consultant



**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): HDR Engineerin,g Inc.

2/19/14


(Date)



(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of SR529-I5 Interchange Design \* are accurate, complete, and current as of January 23, 2014 \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm HDR Engineerin,g Inc.  
 Name Ronald G. Ohlsen   
 Title Senior Vice President  
 Date of Execution\*\*\* February 18, 2014

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 2-24-14**

<b>AGENDA ITEM:</b> Facility Use Agreement- AllianceOne	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Suzanne Elsner, Court Administrator <i>SJE</i>	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Amendment to Facility Use Agreement	<b>APPROVED BY:</b>	
	<table border="1"> <tr> <td data-bbox="976 669 1161 737">MAYOR</td> <td data-bbox="1161 669 1338 737">CAO</td> </tr> </table>	MAYOR
MAYOR	CAO	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

AllianceOne/Signal Corporation currently uses the Marysville Municipal Court front counter space as a paystation for those who owe money to the court that is currently in collections. The agreement needed to be updated to include extension and lease tax payment information.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign the amendment to the facility use agreement.
<b>COUNCIL ACTION:</b>

## FACILITIES USE AGREEMENT

The City of Marysville, a non-charter code city of the State of Washington, (hereafter "City") and AllianceOne Receivables Management, Inc., a corporation of the State of Delaware, (hereafter "AllianceOne") enter into this Agreement for the use by the AllianceOne of certain facilities owned by the City, under the terms and conditions of this Agreement.

Whereas, the City owns and controls the use of facilities at the Marysville Municipal Court at 1015 State Avenue, Marysville, WA 98270 (hereafter "Facilities"), which Facilities are more particularly described below; and

Whereas, AllianceOne is the Municipal Court's collection agency and desires to use said Facilities; and

Whereas, the City is able and willing to make said Facilities available for such use by AllianceOne; and

Whereas, the parties entered into a FACILITIES USE AGREEMENT signed by the Mayor on April 13, 2009 for the period of April 20, 2009 through December 31, 2009 with renewals and amendments for subsequent years; and

Whereas, the parties wish to agree to the terms and conditions as set forth below for the period commencing of January 1, 2014, ~~through December 31, 2014~~;

**Now, therefore**, in consideration of the above representations and the terms and conditions set forth herein, the parties agree as follows:

~~A. For the Term of January 1, 2014 through December 31, 2014 the parties agree to the terms and conditions in the FACILITIES USE AGREEMENT signed by the Mayor on April 13, 2009 as attached in Exhibit A and incorporated by reference.~~

AB. For the Term commencing January 1, 2014 the parties agree to the following terms and conditions:

1. GENERAL AGREEMENT.

For being permitted to use the Facilities for the purposes and activities stated below, AllianceOne agrees to abide by the terms and conditions set forth in this Agreement.

2. AUTHORIZED REPRESENTATIVES/NOTICE

Any notice, request, or demand or other communication related to this Agreement shall be given to the parties' authorized representatives as set forth above. Receipt of any notice shall be deemed effective three (3)

days after deposit of written notice in the U.S. mail with proper postage and address. The parties' authorized representatives for the purposes of this Agreement are as follows:

City of Marysville

Authorized representative: Suzanne Elsner, Municipal Court Administrator  
 Address: City of Marysville, 1015 State Avenue, Marysville, WA 98270  
 Phone : 360-363-8054  
 Fax: 360-657-2960  
 Email: selsner@ci.marysville.wa.us

AllianceOne Inc.

Authorized representative: Renee Linnabary, Senior Vice President  
 Address: 6565 Kimball Drive, Suite 200, Gig Harbor, WA 98335  
 Phone: 253.620.2209  
 Fax: 253.620.2232  
 Email:

3. FACILITIES.

Subject to the terms and conditions of this Agreement, the City hereby grants AllianceOne permission to use the following Facilities located in the Municipal Court at 1015 State Avenue in the City of Marysville:

Sufficient front counter space, as determined by the City, for one full-time person and one part-time person and office equipment, as necessary to collect Municipal Court fines and related costs.

4. PERIOD AND TIME OF USE/RENEWAL

a. The permission hereby given shall be for the following duration and time:

From January 1, 2014, during the hours of 8:00 am- 4:30 pm, Monday through Friday, excluding court holidays, until December 31, 2014.

b. This agreement shall automatically renew for one year periods of time subject to the TERMINATION PROVISIONS in paragraph 19 below.

5. PURPOSES AND ACTIVITIES.

The Facilities may be used for the purpose of accepting collection agency payments.

6. CONSIDERATION/PAYMENT/LEASEHOLD EXCISE TAX.

In consideration for the use of the Facilities as set forth in this agreement, AllianceOne shall pay to the City the following amount in the manner set forth:

- a. Seven Hundred Fifty Dollars (\$750.00) per month.
- b. Payment is due on or before the 1<sup>st</sup> day of each month for AllianceOne's use of the facility for that month. Payments made after the 15<sup>th</sup> of the month are subject to a \$50 late fee and may result in breach of this agreement and termination under paragraph 19 below.
- c. Interest.  
In the event AllianceOne fails to pay to the City all sums required hereunder, at the time or times specified herein, the amounts so due and unpaid shall from the due date bear interest at the rate of twelve percent (12%) per annum or such lower rate as may then be the maximum rate of interest authorized by Washington or Federal law.

d. Leasehold Excise Tax:

i. Leasehold Excise Tax. As additional rent, AllianceOne shall pay to the City with the monthly rent a sum equal to 12.84% of the monthly rent for leasehold excise tax. Said additional rent rate shall be modified in accordance with any change in the leasehold excise tax rate occurring during the term of this lease, or any extension or holdover thereof, which modification shall be effective on the date the tax rate changes. City shall give written notice to AllianceOne of any change in the leasehold excise tax rate.

ii. AllianceOne shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the term of this Agreement upon AllianceOne's fixtures, furniture, appliances and personal property installed on or located in the City Premises.

iii. AllianceOne agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Except as provided in paragraph 6.(d) (i) above, such taxes shall be due and payable at the time the same are levied or assessed.

iv. Leasehold Excise Tax paid by City for 2011 through 2013. As additional rent for 2014, AllianceOne agrees to reimburse the City for Leasehold Excise Taxes paid by the City for the years 2011 through 2013 in the amount of \$3,147.30. Said payment may be made in one installment, due by February 1, 2014 or quarterly installments or in 12 monthly installments. Said amount is due and owing regardless of whether the parties terminate this agreement pursuant to paragraph 19 below.

**7. INGRESS/EGRESS:**

All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by AllianceOne and must not be used by AllianceOne or its patrons for any purpose other than ingress to or egress from the premises.

**8. CONDITION OF FACILITIES.**

AllianceOne accepts the Facilities as being clean and in good condition and agrees to keep the premises in the same condition as when received, reasonable wear and tear excepted.

**9. QUIET ENJOYMENT.**

AllianceOne shall not permit any waste upon or to the Facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of the ongoing activities of the City. Further, AllianceOne shall not disturb the quiet enjoyment of adjacent facilities.

**10. TEMPORARY EQUIPMENT AND SIGNS.**

Temporary equipment and signs may be placed upon City facilities only with the prior approval of the City's authorized representative. AllianceOne shall remove all such temporary equipment and signs when not using the Facilities.

**11. ALTERATIONS.**

No alterations shall be made to the Facilities without the written approval of the City. Any alterations shall be at the sole expense of the AllianceOne. Any alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the realty and belong to the City.

**12. LIABILITY.**

AllianceOne shall hold harmless, defend, and indemnify the City and its officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with AllianceOne's use of the Facilities. The City shall have no responsibility for the safety and/or



security of any person participating in the AllianceOne's use of the Facilities, except as may arise from the negligence or intentional misconduct of the City or its officers, employees, volunteers, or agents.

**13. INSURANCE.**

AllianceOne shall, during the term hereof and any extension thereof, obtain and maintain at the AllianceOne's expense liability insurance with insurance companies authorized to issue insurance in Washington and acceptable to the City, which protects AllianceOne, its patrons, and the City, its officers, employees, volunteers, and agents, against any personal injury, death, and property damage arising out of or connected with the AllianceOne's use of the Facilities. The liability coverage shall not be less than one million dollars (\$1,000,000.00) for any one occurrence. The insurance policy shall insure the City and its officers, employees, volunteers and agents as additional insureds.

**14. WAIVER.**

The waiver by the City of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of such term or condition or any subsequent breach of the same or any other term or condition herein contained.

**15. ASSIGNMENT.**

AllianceOne shall not assign this Agreement in whole or in part or allow any use of the Facilities other than as provided herein without the written consent of the City. Any assignment without written consent shall be void and shall, at the option of the City, terminate this Agreement.

**16. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding of the parties and supersedes any prior oral or written expressions of the parties.

**17. AMENDMENT.**

Any amendment or modification of this Agreement shall be effective only if in writing and executed by each of the parties hereto.

**18. GOVERNING LAW.** This Agreement shall be construed under the laws of the State of Washington and the United States of America.

**19. TERMINATION.**

Either party may terminate this Agreement by giving at least 30 days' written notice of intent to terminate. Upon the termination of this Agreement for any reason, AllianceOne agrees to remove all equipment, furniture, personal property, and other materials owned by AllianceOne from the Court premises and further agrees to deliver and return to the

City any and all equipment and materials belonging to the City in the custody or control of AllianceOne.

20. SEVERABILITY.

The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

21. AUTHORITY TO SIGN.

The undersigned certify that they are authorized to sign this Agreement on behalf of their respective entities and that their respective entities have acknowledged and accepted the terms and conditions herein and attached hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARYSVILLE

ALLIANCEONE

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

By \_\_\_\_\_  
Renee Linnabary, Senior Vice President

Approved as to form:

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

~~Exhibit A~~  
~~2009 Facilities Use Agreement.~~

# *Index #6*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 2/24/14**

<b>AGENDA ITEM:</b> An Ordinance Relating to LID No. 71; approving and confirming certain assessments and a portion of the assessment roll of LID No. 71 to provide for the construction of an Interstate 5 overpass at 156 <sup>th</sup> Street NE, as provided by Ordinance No. 2827; and levying and assessing a part of the cost and expense thereof against several lots, tracts, parcels of land and other property shown on the roll.	
<b>PREPARED BY:</b> Sandy Langdon, Finance Director/City Clerk	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance	
<b>ATTACHMENTS:</b> Ordinance containing hearing examiners report and assessment roll MMC 3.60 Local Improvement, Special Assessments and LID Hearing Process	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

#### **SUMMARY:**

The City formed Local Improvement District No. 71 (LID 71) to construct an overpass at 156<sup>th</sup> Street as petition by property owners in the general area of 156<sup>th</sup> Street. The City contributed approximately 50% to the overpass project. Upon completion of the overpass and determination of cost, notice was given to property owners regarding the assessment per parcel and date of a hearing. The hearing was held on January 9, 2014 before a hearing examiner. Ten property owners filed protests and five gave testimony at the hearing.

The hearing examiner filed his finding and conclusions and recommendations on February 3, 2014 (exhibit A of the ordinance). The hearing examiner's report along with notice to appeal was then provided to the ten property owners who filed protest. During the appeal period one property owner filed an appeal.

The next step in the LID process is to adopt and confirm the assessment roll. The assessment roll for consideration incorporates the hearing examiners decisions with the exception of those assessments against the appellant properties. A motion is needed to set the hearing for the appellant properties and then an additional motion to adopt and confirm the assessment roll except for those appellant properties.

#### **RECOMMENDED ACTION:**

Motion 1: To set the hearing on the appeal of Parcels 31052700300700, 31052700300200, 31052700300400, 31052700400300, 31052700100300, 31052700300900, 31052700300500, 31052700300800 on the final assessment roll in LID 71 for the Council's regular meeting of March 24, 2014; and, to direct the City Clerk to issue notice to each of the appellants that any arguments on the appeals may be submitted in writing to the Council by March 7, 2014; the LID may reply in writing to such argument by March 14, 2014, and the appellants may respond in writing to the LID's reply, if any, by March 19. Any written argument may be filed by email with the City Clerk, with hard copy by US mail, by 5:00 PM on each of the stated dates. The Council will hear and determine the appeals on the basis of the record before the Hearing Officer and written argument, and without oral argument.

Motion 2: To adopt Ordinance No. \_\_\_\_\_, confirming the final assessment roll for LID 71, except as to those parcels currently subject to an appeal before the Council. The adoption of Ordinance No. \_\_\_\_\_ shall be without prejudice to the rights of the pending appeals to challenge all or any part of the Hearing Officer's recommendations regarding the LID 71 final assessment roll.

## CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Marysville, Washington, relating to Local Improvement District No. 71; approving and confirming certain assessments and a portion of the assessment roll of Local Improvement District No. 71 to provide for the construction of an Interstate 5 overpass at 156<sup>th</sup> Street NE, as provided by Ordinance No. 2827; and levying and assessing a part of the cost and expense thereof against several lots, tracts, parcels of land and other property shown on the roll.

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

Section 1. Findings and Determinations. The City Council of the City of Marysville, Washington (the “City”) makes the following findings and determinations.

(a) The assessment roll levying the special assessments against the property located in Local Improvement District No. 71 (“LID 71”) in the City has been filed with the City Clerk as provided by law.

(b) On December 9, 2013, the City Council approved the professional services agreement appointing Mr. Wayne Tanaka with Ogden Murphy Wallace, PLLC, as LID Hearing Examiner pursuant to RCW 35.44.070 and Marysville City Code 3.60.220 to conduct the hearing on the final assessment roll for LID 71.

(c) By Resolution No. 2352, the City Council fixed the time and place for the hearing on the final assessment roll for January 9, 2014, at 6 p.m., local time, in the Council Chambers in the City Hall, Marysville, Washington, and directed that notice by both mailing and publication should be given as required by law.

(d) Notice of the time and place of hearing on the final assessment roll and making objections and protests to thereon was duly published at and for the time and in the manner provided by law and the Engineering Services Manager of the City caused further notice thereof to be mailed to each property owner shown on the roll.

(e) At the time and place fixed and designated in the notice, the hearing was held before the LID Hearing Examiner, all written protests received were considered and all persons appearing at the hearing who wished to be heard were heard, for the purpose of considering the roll and the special benefits to be received by each lot, parcel and tract of land shown upon such roll, including the increase and enhancement of the fair market value of each such parcel of land by reason of the improvement, determined to modify certain of the assessments appearing on such roll and overruled all other protests.

(f) On February 3, 2014, the Hearing Examiner delivered to the City a detailed report for the LID consisting of “Findings and Conclusions and Recommendations of Hearing Examiner Regarding LID 71 City of Marysville, Washington” to the City Council (the “Hearing Examiner’s Report”), a true and complete copy of which is attached and made a part hereof marked Exhibit A.

(g) Within five days of receiving the Hearing Examiner’s Report, the City Clerk mailed notice that the report had been filed to all persons who filed a request for special notice of the report or written protest at or prior to the public hearing on the assessment roll.

(h) Property owners of parcel nos. 31052700300700, 31052700300200, 31052700300400, 31052700400300, 31052700100300, 31052700300900, 31052700300500, 31052700300800 (the “Appellant Properties”) have appealed the assessments against the Appellant Properties as set forth in the Hearing Examiner’s Report and those assessments against the Appellant Properties cannot be confirmed until the City Council rules on the appeals.

(i) All properties are unique and the special benefits received by one property are not materially related to the special benefits received by another property. The hearing on the final assessments includes hearings on individual properties. Approving and confirming the assessments against properties with LID 71 that have not been appealed to the City Council will not affect the City Council’s review of assessments against the Appellant Properties.

Section 2. Approval of Hearing Examiner’s Findings, Conclusions and Recommendations. The City Council hereby accepts and adopts the Hearing Examiner’s Report as set forth in Exhibit A except for those findings and recommendations influencing the proposed assessments against the Appellant Property, including but not limited to, Section II.B.8 and Section III.B.4.

Section 3. Confirmation of Assessment. As recommended in the Hearing Examiner’s Report, each of the lots, tracts, parcels of land and other property shown upon the assessment roll (except for the Appellant Properties) is determined and declared by the City Council, sitting and acting as a Board of Equalization, to be specially benefited by this improvement in at least the amount charged against the same, and the assessment appearing against the same is in proportion to the several assessments appearing upon the roll. There is hereby levied, confirmed and assessed against each lot, tract, parcel of land and other property appearing upon the Final Assessment Roll (defined below) (except for the Appellant Properties) the amount finally charged against the same thereon. The assessments and assessment roll of LID 71 (except for the assessments against the Appellant Properties) attached hereto as Exhibit B and incorporated herein by reference (the “Final Assessment Roll”), to provide for the construction of an Interstate 5 overpass at 156<sup>th</sup> Street NE, as provided by Ordinance No. 2827, are hereby approved and confirmed in the total amount of \$8,093,213.

Section 4. Filing of the Final Assessment Roll for Collection. The assessment roll approved and confirmed (except assessments against the Appellant Properties) shall be filed with the Finance Director of the City (the “Finance Director”) for collection and the Finance Director is authorized and directed to publish notice as required by law stating that the roll is in her hands

for collection and that payment of any assessment thereon or any portion of such assessment can be made at any time within thirty days from the date of first publication of such notice without penalty, interest or cost, and that thereafter the sum remaining unpaid may be paid in 20 equal annual installments of principal and interest. The estimated interest rate is stated to be 6.0% per annum, with the exact interest rate to be fixed in the ordinance authorizing the issuance and sale of the local improvement bonds for LID 71. The first installment of assessments on the assessment roll shall become due and payable during the thirty-day period succeeding the date one year after the date of first publication by the Finance Director of notice that the assessment roll is in her hands for collection and annually thereafter each succeeding installment shall become due and payable in like manner. If the whole or any portion of the assessment remains unpaid after the first thirty-day period, interest upon the whole unpaid sum shall be charged at the rate as determined above, and each year thereafter one of the installments of principal and interest shall be collected. Any installment not paid prior to the expiration of the thirty-day period during which such installment is due and payable shall thereupon become delinquent. In accordance with Marysville City Code 3.60.115, each delinquent installment shall be subject, at the time of delinquency, to a charge of 8% penalty levied on both principal and interest due upon that installment, and all delinquent installments also shall be charged interest at the rate as determined above. The collection of such delinquent installments, including any accelerated obligation to pay the entire amount of remaining assessment installments, will be enforced in the manner provided by law.

Section 5. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, after all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 6. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Marysville, Washington, at a regular open public meeting thereof, this 24<sup>th</sup> day of February, 2014.

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Mayor

ATTEST:

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Deputy City Clerk

APPROVED AS TO FORM:

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Bond Counsel



EXHIBIT A  
THE HEARING EXAMINER'S REPORT

**FINDINGS AND CONCLUSIONS AND RECOMMENDATIONS  
OF HEARING EXAMINER REGARDING LID 71  
CITY OF MARYSVILLE, WASHINGTON**

**I. INTRODUCTION**

Pursuant to notice, a hearing was held on January 9, 2014, at the Marysville City Hall in Marysville, Washington, for the purpose of considering protests to the final assessments for LID 71. Wayne Tanaka was the Hearing Examiner, pursuant to appointment by the City Council on December 9, 2013. The City was represented by Mr. Thom Graafstra, City Attorney. The hearing was transcribed by court reporter, Tara L. Cunha. An audio recording of the hearing was also made. A complete list of exhibits is attached to this report as Exhibit A.

**II. FINDINGS OF FACT**

**A. GENERAL FINDINGS.**

1. LID 71 was formed by the City Council on September 20, 2010 by passage of Ordinance 2827. The LID was created to construct an Interstate 5 overpass at 156th Street with road transitions at each end to connect to existing streets (the Project).<sup>1</sup> Approximately 50% of the estimated \$16,000,000 total project cost was to be paid by the owners of property specially benefited.
2. The Project began in July 2011 and was open to the public in November, 2011. The Project was accepted as substantially complete on March 19, 2013.
3. Total construction costs were \$14,902,000. Fifty percent of these costs were allocated to the LID. Adding bond costs, interim interest and other costs, including payments to the LID Guarantee Fund brought the total amount to be assessed to \$8,425,623.<sup>2</sup>
4. The Hearing Examiner took a short tour around the City and LID area to view the properties just prior to the hearing.
5. At the start of the hearing, the Hearing Examiner explained his role and the procedures that would be followed at the public hearing. All who intended to testify were sworn.

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<sup>1</sup> Exhibit 6. Exhibits may be examined at the City Clerk's office.

<sup>2</sup> Exhibit 19.

6. The City presented certain preliminary testimony from Ms. Langdon, the City Finance Director, Mr. Smith, Engineering Services Manager, Mr. Gruenhagen, the Project Manager and Mr. Robert Macaulay, the appraiser. The City also submitted Exhibits 1 through 22. The City witnesses noted that there were three amendments to the final assessment roll and that Amendment 3, Exhibit 18A contains the assessments that the City is asking to be confirmed. The city's testimony and exhibits provided the background for the LID, explained the financing and costs, described the general condition of the area both before and after the project and explained how the cost of the project were in line with estimates. Mr. Macaulay provided an explanation of his methodology and, in general, how he arrived at the recommended special benefits and assessments. He also made some corrections to his Special Benefit Study, Exhibit 15. On page two of the cover letter to Mr. Smith, the Estimated Final Special Benefit is \$17,347,700. The cost/benefit ratio is 0.4857. Each parcel would receive \$1 of special benefit for every \$0.49 of LID assessment.
7. There were 9 written protests filed with the Clerk prior to the hearing. One protest, the Morales property, was received at the hearing. The Hearing Examiner has reviewed each written protest and reviewed the transcript of the hearing, plus his handwritten notes.

#### **B. FINDINGS AS TO SPECIFIC PROPERTIES.<sup>3</sup>**

1. Dennis and Sandra Quinn, Parcel 352.<sup>4</sup> Neither property owner appeared or testified. In the written protest, the Quinns state they were never notified by the City regarding the LID and believe there needs to be a vote of the property owners before the assessments can be enforced. Examination of Exhibit 3, page 3-28, last column shows that notice of the formation hearing was mailed to the Quinns.
2. Terry Smith, Stephen Miller C. Bonnie Ronan, Parcels 263, 161 and 183. No one appeared or testified. In their written protest, the owner's representatives stated that the property was undeveloped and there are no current plans for redevelopment. The owner's representative stated that the LID only benefited properties to the west of I-5.
3. Dallas Bower, Parcel 131. No one appeared or testified. In the written protest Mr. Bower asserts that the only properties that benefited were on the west side of the freeway. The Project was designed to relieve congestion on the 172nd overpass which is used by people to get to the west side businesses. Mr. Bower

<sup>3</sup> The findings are not meant to summarize every aspect of the testimony, only that portion that the Hearing Examiner believes is relevant. Thus, for instance, testimony regarding the personal financial situation of the property owner is generally left out. Further, any finding more properly denominated a conclusion should be considered as such.

<sup>4</sup> Each of the properties is addressed in order of protest. The Parcel number refers to the lot number as reflected in the final assessment roll spreadsheet contained in the Final Special Benefit Study, Exhibit 15.

indicates that the assessed value of the property has gone down since 2010 but taxes have increased.

4. Michael Gitschlag and Brenda Geis, Parcel 312. No one appeared or testified. The protest letter indicated that all residents of Marysville should pay for the Project.
5. Kevan "Butch" Kvamme Parcels 71 and 72. Mr. Macaulay indicated that he had recalculated the special benefit and assessment based on the square footage supplied by Mr. Kvamme in his protest letter. These revised assessments are reflected in Amendment 3, Exhibit 18A. Mr. Kvamme accepted these changes. Mr. Kvamme questioned the methodology used by the City's appraiser and believes that a more fair way to apportion the Project's cost would be on frontage basis. Mr. Kvamme's property has a relatively narrow frontage on Smokey Point Boulevard and a longer "frontage" on what would be the extension of 156th east of the present intersection. He thinks that after the first 600 feet east of the intersection, his property should be assessed at 12 cents per square foot, not 61 cents to correspond with property located to the south of his property (Parcel 172). Mr. Macaulay indicated that his benefit analysis did not rely strictly on frontage, but included the total estimated benefits to the property as a whole. Mr. Kvamme also raised an issue with access to Smokey Point Boulevard. He testified that his access onto the Boulevard was within 300 feet of the stoplight at 156th, and that the City would not allow access due to the proximity of the intersection. Rather, he testified, the City would require access off of 156th, which is currently unimproved and which he had previously dedicated to the City. Mr. Smith for the City testified that the City had not looked closely at Mr. Kvamme's situation, but that generally the distance from the intersection to a curb cut might be too close. However, Mr. Smith indicated that access onto the Boulevard might be allowed at a point on the northerly portion of Mr. Kvamme's property.
6. Lona K. Nakken, Parcel 313. No one appeared or testified. In the protest letter, the owner states that it is unfair for property owners to pay for the Project while City owned properties are exempt.
7. Ken Copenhaver. Parcel 137. Mr. Copenhaver has lived at the property for a number of years. He states that the only notice he received was of the petition and this hearing. Exhibit 3, page 20 shows that Mr. Copenhaver was sent notice of the formation hearing. Mr. Copenhaver's protest letter indicated that his property has decreased in valuation since 2011. Other properties nearby have increased in value according to the information that he provided.
8. Mary Steiner. Parcels 58, 73, 76, 92, 93, 314, 315, 317. Mrs. Steiner was present and represented by attorney Matthew Link. The Steiner Property consists of the aforementioned contiguous parcels totaling 183.5 acres. The property is in the extreme north east corner of the LID.

The property was originally acquired by Mary Steiner's parents in 1958. For many years the Steiners operated the property as a dairy farm. The herd was sold in 1987. Use of the property subsequent to 1987 is not clear other than it is currently being farmed for silage and hay by a Mr. Bartleheimer who pays no money consideration to the owner. Mrs. Steiner testified that the property ceased being used as a dairy farm in 2005. She stated that she did not get notice of the LID formation, but that the notice was sent to the contract purchaser. Exhibit 3 appears to confirm that notice was sent to the contract purchaser.

Mr. Link, attorney for the property owner, submitted two valuations of the property done by R. Neil Danard a real estate broker and general contractor. Mr. Danard is not a certified appraiser. The first opinion of value was as of October 13, 2011 and was done for estate purposes. At that time the opinion of value was \$5,000 an acre or \$917,500. This is approximately \$0.11 a square foot. The second opinion was as of January 1, 2014. Mr. Danard's opinion of value was the same as some three years earlier, namely \$917,500. Mr. Danard opined that "the best use for the property is its current agricultural use," and not some use that would be allowed by the Light Industrial zoning.

Mr. Macaulay testified that in 2006 the property was sold for \$14 million dollars. This would amount to approximately \$1.75 per square foot. Mrs. Steiner confirmed this real estate contract sale. She stated that her parents received \$3.5 million dollars down, the balance to be paid. The buyer soon went into default on the note and the property was reconveyed to her parents' estate. Macaulay's fair market valuation of the property in the before situation is \$1.75 and in the after situation, \$1.80.

Mrs. Steiner contends that the project does not benefit the property because:

- a) Access to I-5 is more direct using 172nd both for agricultural operations and normal vehicle traffic.
- b) The Steiners do not derive monetary compensation from current farming of the property.
- c) The 156th overpass may decrease the property's value if its use results in more traffic around the farm.<sup>5</sup>

Macaulay's Special Benefit Analysis apparently analyzed the property as separate lots and did not deduct the land area on account of any Wetland Buffer Areas.<sup>6</sup> However, Mrs. Steiner presented testimony and evidence that Edgecomb creek flows through the property from north to south. Mr. Danard states that the creek is 4360 feet in length. He states that according to City plans in order to develop the property the existing creek will have to be relocated along the Northern

<sup>5</sup> Testimony and Item 21, Exhibit H55

<sup>6</sup> See spreadsheet charts on pages 10, 11 and 19 of Exhibit 15.

Pacific railroad bed which runs in a north easterly diagonal along the east boundary of the property.<sup>7</sup> With setbacks, Mr. Danard states that 30 acres of land will not be subject to development.<sup>8</sup>

9. Catherine Morales. Parcel 136. Ms. Morales testified that their property values had decreased over the years. She agreed with the testimony of Mr. Copenhaver, her neighbor.
10. Jesse Allen. Parcel 51. Mr. Allen's property is located at the northwest corner of the LID. It is improved with a residential duplex, but the remainder of the lot is not developed. The residential use is a preexisting non-conforming use. Mr. Allen does not believe the overpass benefits any properties located east of the freeway. He believes the only beneficiaries are those retail and commercial properties located west of the freeway.

### III. CONCLUSIONS

#### A. GENERAL CONCLUSIONS.

1. Any conclusion deemed to be a finding shall be so considered.
2. Special benefits are measurable increases in the value of real property in excess of any enhancement to the general area. It is measured as the difference between the market value of the property without the LID Project and the market value with the LID Project assumed completed at the same date.
3. Initially, the City is favored with certain presumptions: that the improvements are a benefit to the property within the LID, the assessment is no greater than the benefit, the assessment is equal or ratable to the assessments upon other properties similarly situated, and the assessment is fair.<sup>9</sup> The property owner has the burden of producing evidence to rebut these presumptions. If the property owner presents sufficient evidence to rebut the presumptions (generally through appraisal testimony or other evidence of property value with and without the Project improvements), the City has the ultimate burden of showing special benefits.<sup>10</sup>
4. Mr. Macaulay's qualifications and experience are set forth in his study.<sup>11</sup> No evidence was presented to challenge his qualifications. The Hearing Examiner concludes that Mr. Macaulay and his associates qualify as experts in the areas testified.

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<sup>7</sup> Item 21, Exhibit H15. Reference is to the "Smokey Point Master Plan".

<sup>8</sup> Item 21, Exhibit H16

<sup>9</sup> In Re Indian Trail Trunk Sewer, 35 Wash. App. 840 (1983).

<sup>10</sup> Bellevue Plaza v. Bellevue, 121 Wn.2d 397 (1993).

<sup>11</sup> Exhibit 15, beginning at page 61.

5. The special benefit analysis performed by the City more fairly reflects the special benefits to the properties within the LID than the zone and termini or other method.<sup>12</sup>
6. The City Council has delegated certain limited authority to the Hearing Examiner for this hearing. As provided in Chapter Section 3.60.220 MMC, the Hearing Examiner is authorized to conduct the final assessment roll hearing and to make certain recommendations to the Council. The City Council may correct, revise, lower, change or modify the roll or any part thereof, or set aside the roll in order for the assessments to be made de novo, or that the City Council adopt or correct the roll or take other action on the roll as appropriate, including confirmation of the roll without change.
7. The Hearing Examiner does not believe he has the authority to rule on the validity of the creation of the LID or on jurisdictional issues.

## B. CONCLUSIONS AS TO SPECIFIC PROPERTIES.

1. Certain of the property owners have failed to overcome the presumptions in favor of the City, chiefly by not electing to present relevant testimony to overcome the presumption of validity either at the hearing or in their protest documents or presenting any evidence that would counter the City's appraisal testimony and exhibits. Therefore the protests should be denied. These property owners are:
  - a) Protest 1, Quinn
  - b) Protest 2, Smith, *et al*
  - c) Protest 3, Bower
  - d) Protest 4, Gitschlag
  - e) Protest 6, Nakken
  - f) Protest 9, Morales
2. Kvamme, Protest 5. The City has made adjustments to the assessments based on the revised information on the size of Mr. Kvamme's property. While Mr. Kvamme's concerns about the difference in the amount of assessment based on the frontage of his property versus his neighbors' properties are valid, the City did not choose to evaluate benefit only on a front foot basis. Mr. Macauley's methodology is reasonable and Mr. Kvamme has presented no evidence that the methodology is flawed or based on inaccurate factual assumptions.
3. Copenhaver, Protest 7. The decrease in Mr. Copenhaver's property value does not address the issue of special benefits from the Project. In addition, the valuation of his property as compared with neighboring properties does not address the issue of special benefits.

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<sup>12</sup> See Exhibit 15, page 25.

4. Steiner, Protest 8. While Mr. Danard is qualified to sell real estate and is knowledgeable of the real estate market, he is not a qualified appraiser. His estimate of \$5,000 an acre for the property is not backed up with any sales data or explanation of how he arrived at that figure. Mr. Danard's analysis does not purport to be a special benefit analysis of the before and after values of the property with and without the influence of the Project. Rather, his analysis appears to be an estimate of the fair market value of the property in its current use. Fair market value determinations must consider the "highest and best use" of the property. While Mr. Danard and Mrs. Steiner both indicate that they believe the property will continue to be used as a farm in the future, the test is not the current use, but rather the highest and best use. Mr. Danard explains that there are other "permit ready" properties closer to the freeway that would likely develop first. However, this does not mean that a suitable time value discount could not be given to the property valued not as a farm, but for Light Industrial uses. No information was presented to the Hearing Examiner on this point.

The arguments that the Project does not convey any benefits to the Steiner property do not appear to be well taken. Even if access from the property to the freeway and beyond is by way of 172nd, there is ample testimony that the new overpass will reduce congestion at 172nd thereby increasing mobility and hence property values. People traveling to and from the property do not have to physically use the overpass in order to benefit from it.

In short, the Hearing Examiner concludes that the Macaulay estimate of benefits to the property and the per square foot valuation before and after the Project are more credible than what is asserted by the property owner.

Macaulay's apparent failure to consider the individual parcels as one unit may be at variance with the rule established in the *Doolittle* case<sup>13</sup>. However, this does not appear to be of prejudice to the owner since any consideration of the property as one economic unit would likely lead to a higher valuation as noted in the *Doolittle* case.<sup>14</sup>

Macaulay's valuation did not deduct for wetlands and buffers, which will obviously have an effect on the developable area.<sup>15</sup> The only information about wetlands and buffer areas is provided by Mr. Danard. The 30 acres of undevelopable land should be deducted from the 183.5 acre total area, yielding 153.5 acres of developable area. Reducing the \$193,198 assessment proportionately yields an assessment of \$161,612.

5. Jesse Allen, Protest 10. The assessments levied on properties located west of the freeway are generally higher than those to the east on a proportional basis which accounts for the difference in benefit as determined by the City. Mr. Allen's

<sup>13</sup> *Doolittle v. Everett*, 114 Wn.2d 88, 786 P.2d 253 (1990)

<sup>14</sup> *Doolittle*, at page 92

<sup>15</sup> Exhibit 15, pages 10, 11 and 19



evidence when weighed against the City's evidence is not sufficient to overturn the proposed final assessment on his property.

#### IV. RECOMMENDATIONS

Based on the Findings and Conclusions set forth above, the Hearing Examiner makes the following recommendations:

1. Other than as set forth in 2, below, the Hearing Examiner recommends DENIAL of all other protests.
2. The Hearing Examiner recommends the Steiner property protest be GRANTED IN PART, and the assessment should be reduced to \$161,612.

#### V. APPEAL

Pursuant to Section 3.60.220 MMC, any person who shall have timely filed objections to their assessments may appeal the recommendations of the Hearing Examiner regarding his/her property to the City Council by filing written notice of such appeal together with a fee of \$100 with the City Clerk no later than 14 calendar days after the date the Hearing Examiner's recommendation report is mailed by the City Clerk.

DATED this 3<sup>rd</sup> day of February, 2014

HEARING EXAMINER

  
 \_\_\_\_\_  
 Wayne D. Tanaka

Date of Mailing: Feb 3, 2014

EXHIBIT A  
LIST OF EXHIBITS  
ON FILE WITH CITY CLERK

**Exhibit List for City of Marysville LID #71 Hearing – January 9, 2014**

<b>Exhibit</b>	<b>Document</b>	<b>Date</b>
1	Certificate relating to sufficiency of petition	Dated May 12, 2010
2	Intent Resolution and meeting minutes	Resolution No. 2292 dated July 26, 2010
3	Certificate of mailing notice of hearing	Yes, dated August 12, 2010
4	Affidavit of publishing notice of hearing	Published July 10, 2010 and August 4, 2010 Dated August 17, 2010
5	Hearing date and proceedings before hearing officer	Council minutes/hearing minutes from September 20, 2010
6	Formation ordinance	Ordinance No. 2827 dated September 20, 2010
7	Affidavit of publication	Published September 22, 2010 Dated September 27, 2010
8	Receipt of notice filed by City with County assessor re: farm and agricultural land	Receipt dated September 30, 2010
9	Certificate from County assessor or other evidence that assessor mailed notice to farm/ag land property owners	November 8, 2010
10	Certified copy of any waiver of farm/ag land exemption that was filed with the assessor	July 27, 2010 – Record No. 20100727035, 20107270536, 201007270537, 201007270538, 201007270539
11	Resolution or motion setting time for assessment roll hearing	Resolution 2352 dated December 9, 2013
12	Certification that notice of hearing was mailed 15 days prior	Mailed December 11, 2013 Dated December 18, 2013
13	Certification that notice of hearing was mailed 15 days prior – SPPF Properties, LLC	Mailed December 24, 2013 Dated January 3, 2014
14	Affidavit of publication (once a week for two consecutive weeks with the last 15 days before hearing)	Published December 14, 2013 and December 21, 2013 Dated January 8, 2014
15	Summary of Final Special Benefit/Proportionate Assessment Study	December 4, 2013
16	Certified Assessment Roll	December 5, 2013
17	Certified Assessment Roll – Amendment 1	December 24, 2013
18	Certified Assessment Roll – Amendment 2	December 26, 2013
18A	Certified Assessment Roll – Amendment 3	January 9, 2013
19	Certified Final Cost Summary	September 17, 2013
20	Correspondence Log	
21	Protest Log	
22	Lakewood Triangle Assess & Circulation 156 <sup>th</sup> Street/I-5 SPUI Interchange B (Build-out of Interchange)	
23	LID-156 <sup>th</sup> Street Overpass – City of Marysville Hearing Brief	January 3, 2014

EXHIBIT B

THE FINAL ASSESSMENT ROLL  
(EXCLUDING ASSESSMENTS AGAINST APPELLANT PROPERTIES)

## City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Map No.	Ownership	Tax Parcel No.	Property Data								Without LID				With LID				Special Benefit/Recommended Final Assessment				
			Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF	
1	CITY OF MARYSVILLE	31053200100100	0.40	0.40	17,424	No	None	N/A	GC	///	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
2	ROGERS DENIS A & MARY L	00697200000400	0.38	0.38	16,553	No	3,000	1978	GC	///	\$25.50	\$422,096	\$10,000	\$432,100	///	\$26.25	\$434,500	\$10,000	\$444,500	\$12,400	\$0.75	\$6,023	\$0.36
3	INTRIGUE INVESTMENT COMPANY	31052900201700	8.74	8.23	358,499	No	None	N/A	R12, GC, MU	///	\$5.00	\$1,792,494	\$0	\$1,792,500	///	\$5.50	\$1,971,700	\$0	\$1,971,700	\$179,200	\$0.50	\$87,036	\$0.24
4	HOUSING HOPE	31052900300100	3.03	3.73	162,679	No	None	N/A	MU	///	\$5.00	\$813,395	\$0	\$813,400	///	\$5.50	\$894,700	\$0	\$894,700	\$81,300	\$0.50	\$39,487	\$0.24
5	VILLAS AT LAKEWOOD PARTNERS LLP	31052900201500	9.20	9.31	405,544	No	None	N/A	R12	///	\$4.50	\$1,824,946	\$0	\$1,824,900	///	\$5.00	\$2,027,700	\$0	\$2,027,700	\$202,800	\$0.50	\$98,498	\$0.24
6	INTRIGUE INVESTMENT COMPANY	31052900100900	10.07	10.00	435,600	No	None	N/A	GC	///	\$7.00	\$3,049,200	\$0	\$3,049,200	///	\$7.50	\$3,267,000	\$0	\$3,267,000	\$217,800	\$0.50	\$105,784	\$0.24
7	CITY OF MARYSVILLE	31052900100700	0.25	0.30	13,068	No	None	N/A	GC	///	\$7.00	\$91,476	\$0	\$91,500	///	\$7.00	\$91,500	\$0	\$91,500	\$0	\$0.00	\$0	\$0.00
8	ZORZI ROBERTO & PAOLA CRESCINI IN	31052900400200	2.60	2.61	113,699	No	None	N/A	GC	///	\$11.00	\$1,250,689	\$0	\$1,250,700	///	\$12.00	\$1,364,400	\$0	\$1,364,400	\$113,700	\$1.00	\$55,223	\$0.49
9	HOUSING HOPE	31052900400900	3.22	2.50	108,900	No	None	N/A	GC/MU	///	\$5.00	\$544,500	\$0	\$544,500	///	\$5.50	\$599,000	\$0	\$599,000	\$54,500	\$0.50	\$26,470	\$0.24
10	OB MARYSVILLE PROPERTIES LLC	31052900400700	8.35	0.94	41,160	No	2,720	2000	GC	///	\$12.00	\$493,920	\$110,000	\$603,900	///	\$13.50	\$555,700	\$110,000	\$665,700	\$61,800	\$1.50	\$30,016	\$0.73
11	OB MARYSVILLE PROPERTIES LLC	31052900401100	1.20	8.25	359,366	No	None	N/A	GC	///	\$12.00	\$4,312,392	\$0	\$4,312,400	///	\$13.50	\$4,851,400	\$0	\$4,851,400	\$539,000	\$1.50	\$261,787	\$0.73
12	GREENWOOD 1111 LLC	31052900400300	4.68	4.63	201,683	No	None	N/A	GC	///	\$9.75	\$1,966,407	\$0	\$1,966,400	///	\$10.50	\$2,117,700	\$0	\$2,117,700	\$151,300	\$0.75	\$73,485	\$0.36
13	MARYSVILLE FORD INC	31052900400400	7.70	7.60	331,056	No	None	N/A	GC	///	\$12.00	\$3,972,672	\$0	\$3,972,700	///	\$13.00	\$4,303,700	\$0	\$4,303,700	\$331,000	\$1.00	\$160,764	\$0.49
14	OB MARYSVILLE PROPERTIES LLC	31052900400500	5.07	5.00	217,800	No	None	N/A	GC	///	\$12.00	\$2,613,600	\$0	\$2,613,600	///	\$14.00	\$3,049,200	\$0	\$3,049,200	\$435,600	\$2.00	\$211,567	\$0.97
15	TRAN MICHAEL KIM & AMY LAM	00697200000200	0.58	0.58	25,265	No	2,608	1977	GC	///	\$25.00	\$631,620	\$65,000	\$696,600	///	\$26.00	\$656,900	\$65,000	\$721,900	\$25,300	\$1.00	\$12,288	\$0.49
16	LAKWOOD CROSSING PROPERTIES LLC	00697200000501	0.78	0.78	33,977	No	8,448	2010	GC	///	\$24.00	\$815,443	\$1,675,000	\$2,490,400	///	\$25.00	\$849,400	\$1,675,000	\$2,524,400	\$34,000	\$1.00	\$16,513	\$0.49
17	LAKWOOD CROSSING PROPERTIES LLC	00697200000502	0.53	0.53	23,087	No	2,438	2008	GC	///	\$24.00	\$554,083	\$510,000	\$1,064,100	///	\$25.00	\$577,200	\$510,000	\$1,087,200	\$23,100	\$1.00	\$11,219	\$0.49
18	TARGET CORPORATION	00482800001306	10.55	10.55	459,463	No	126,905	2006	GC	///	\$20.00	\$9,189,260	\$18,900,000	\$28,089,300	///	\$21.25	\$9,763,600	\$18,900,000	\$28,663,600	\$574,300	\$1.25	\$278,932	\$0.61
19	POWELL-SMOKEY POINT LLC	00482800001201	1.05	1.15	50,157	No	8,658	2007	GC	///	\$25.00	\$1,253,925	\$1,525,000	\$2,778,900	///	\$26.25	\$1,316,600	\$1,525,000	\$2,841,600	\$62,700	\$1.25	\$30,453	\$0.61
20	POWELL-SMOKEY POINT LLC	00482800001202	1.62	1.62	70,521	No	6,843	2007	GC	///	\$25.00	\$1,763,025	\$1,200,000	\$2,963,000	///	\$26.25	\$1,851,200	\$1,200,000	\$3,051,200	\$88,200	\$1.25	\$42,838	\$0.61
21	COSTCO WHOLESALE CORP	31052900102500	15.32	15.32	667,210	No	152,543	2006	GC	///	\$19.00	\$12,676,990	\$20,150,000	\$32,827,000	///	\$20.25	\$13,511,000	\$20,150,000	\$33,661,000	\$834,000	\$1.25	\$405,066	\$0.61
23	POWELL-SMOKEY POINT LLC	31052900102700	1.15	1.15	50,211	No	1,280	1958	GC	///	\$24.00	\$1,205,064	\$905,000	\$2,110,100	///	\$25.25	\$1,267,800	\$905,000	\$2,172,800	\$62,700	\$1.25	\$30,453	\$0.61
24	POWELL-SMOKEY POINT LLC	31052900102800	7.22	7.24	315,216	No	93,106	2007	GC	///	\$18.00	\$5,673,888	\$11,000,000	\$16,673,900	///	\$19.25	\$6,067,900	\$11,000,000	\$17,067,900	\$394,000	\$1.25	\$191,362	\$0.61
25	POWELL-SMOKEY POINT LLC	31052900102900	1.11	1.11	48,424	No	8,589	2007	GC	///	\$22.00	\$1,065,328	\$1,400,000	\$2,465,300	///	\$23.25	\$1,125,900	\$1,400,000	\$2,525,900	\$60,600	\$1.25	\$29,433	\$0.61
26	KIM-ALSTON LLC	00697200000301	1.53	1.53	66,666	No	18,550	2007	GC	///	\$25.00	\$1,666,650	\$4,750,000	\$6,416,700	///	\$26.25	\$1,750,000	\$4,750,000	\$6,500,000	\$83,300	\$1.25	\$40,458	\$0.61
27	KIM-ALSTON LLC	00482800000801	1.33	1.33	57,979	No	6,356	2008	GC	///	\$25.00	\$1,449,475	\$1,135,000	\$2,584,500	///	\$26.25	\$1,521,900	\$1,135,000	\$2,656,900	\$72,400	\$1.25	\$35,164	\$0.61

## City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
28	KIM-ALSTON LLC	0048280000602	2.54	2.54	110,796	No	31,291	2007	GC	///	\$24.00	\$2,659,104	\$4,750,000	\$7,409,100	///	\$25.25	\$2,797,600	\$4,750,000	\$7,547,600	\$138,500	\$1.25	\$67,268	\$0.61
29	KIM-ALSTON LLC	0048280000601	2.70	2.70	117,439	No	29,469	2007	GC	///	\$24.00	\$2,818,536	\$4,985,000	\$7,803,500	///	\$25.25	\$2,965,300	\$4,985,000	\$7,950,300	\$146,800	\$1.25	\$71,299	\$0.61
30	BOSECK & JAEGER LLC, AND GREENWOOD SOUTH LLC	31052900400600	5.77	5.71	248,728	No	944	1918	GC	///	\$8.00	\$1,989,821	\$5,000	\$1,994,800	///	\$8.75	\$2,176,400	\$5,000	\$2,181,400	\$186,600	\$0.75	\$90,630	\$0.36
31	LINDAL CEDAR HOMES INC	31052900400601	5.77	0.00	0	No	2,662	1998	GC	///	\$0.00	\$0	\$150,000	\$150,000	///	\$10.50	\$0	\$150,000	\$150,000	\$0	\$0.00	\$0	\$0.00
32	MACLYN INVESTMENTS LLC	31052900401800	4.24	4.28	186,437	No	None	N/A	GC	///	\$8.00	\$1,491,494	\$0	\$1,491,500	///	\$8.50	\$1,584,700	\$0	\$1,584,700	\$93,200	\$0.50	\$45,266	\$0.24
33	MACLYN INVESTMENTS LLC	31052900401900	2.65	2.68	116,741	No	None	N/A	GC	///	\$8.00	\$933,926	\$0	\$933,900	///	\$8.50	\$992,300	\$0	\$992,300	\$58,400	\$0.50	\$28,364	\$0.24
34	SYNERGY HOLDINGS LLC	31052900402000	2.48	2.52	109,771	No	30,129	2006	GC	///	\$9.00	\$987,941	\$4,025,000	\$5,012,900	///	\$9.50	\$1,042,800	\$4,025,000	\$5,067,800	\$54,900	\$0.50	\$26,664	\$0.24
35	THOMAS GREG	31052900402100	2.70	2.70	117,612	No	None	N/A	GC	///	\$8.50	\$999,702	\$0	\$999,700	///	\$9.00	\$1,058,500	\$0	\$1,058,500	\$58,800	\$0.50	\$28,559	\$0.24
36	THOMAS GREG	31052900402200	1.46	1.41	61,420	No	None	N/A	GC	///	\$8.50	\$522,067	\$0	\$522,100	///	\$9.00	\$552,800	\$0	\$552,800	\$30,700	\$0.50	\$14,911	\$0.24
37	KIM-ALSTON LLC	0048280000506	0.86	0.86	37,462	No	6,760	2007	GC	///	\$26.00	\$974,002	\$1,000,000	\$1,974,000	///	\$27.00	\$1,011,500	\$1,000,000	\$2,011,500	\$37,500	\$1.00	\$18,213	\$0.49
38	CASE C DEAN	0069720000600	0.30	0.30	13,068	No	5,776	1989	GC	///	\$25.50	\$333,234	\$470,000	\$803,200	///	\$26.00	\$339,800	\$470,000	\$809,800	\$6,600	\$0.51	\$3,206	\$0.25
39	TERRA FIRMA DEVELOPMENT COMPANY	31052900303200	30.55	31.09	1,354,280	Yes	None	N/A	R12 and CB	///	\$2.30	\$3,114,845	\$0	\$3,114,800	///	\$3.00	\$4,062,800	\$0	\$4,062,800	\$948,000	\$0.70	\$460,435	\$0.34
40	TERRA FIRMA DEVELOPMENT COMPANY	31052900401300	7.66	7.64	332,855	Yes	None	N/A	CB	///	\$7.75	\$2,579,626	\$0	\$2,579,600	///	\$9.00	\$2,995,700	\$0	\$2,995,700	\$416,100	\$1.25	\$202,096	\$0.61
41	SNOHOMISH CO PROP MGMT	31052900400800	43.60	43.57	1,897,909	No	576	1977	RECREATION	///	\$3.00	\$5,693,728	\$40,000	\$5,733,700	///	\$3.00	\$5,693,700	\$40,000	\$5,733,700	\$0	\$0.00	\$0	\$0.00
42	SNOHOMISH CO PROP MGMT	31052900401700	10.54	10.45	455,202	No	None	N/A	RECREATION	///	\$3.00	\$1,365,606	\$0	\$1,365,600	///	\$3.00	\$1,365,600	\$0	\$1,365,600	\$0	\$0.00	\$0	\$0.00
43	MARYSVILLE LAND LLC	31052900401500	16.61	15.97	695,520	No	None	N/A	CB	///	\$7.25	\$5,042,520	\$0	\$5,042,500	///	\$9.00	\$6,259,700	\$0	\$6,259,700	\$1,217,200	\$1.75	\$591,183	\$0.85
44	TERRA FIRMA DEVELOPMENT COMPANY	31052900303100	34.38	34.33	1,495,415	Yes	None	N/A	R12 and CB	///	\$3.00	\$4,486,244	\$0	\$4,486,200	///	\$3.25	\$4,860,100	\$0	\$4,860,100	\$373,900	\$0.25	\$181,600	\$0.12
45	MADISON MARYSVILLE LLC	00697200000700	1.36	1.36	59,242	No	14,400	2009	GC	///	\$25.00	\$1,481,040	\$3,050,000	\$4,531,000	///	\$26.00	\$1,540,300	\$3,050,000	\$4,590,300	\$59,300	\$1.00	\$28,801	\$0.49
46	BEST PIE LLC - VILLAGE RESTURANT	00697200000100	1.09	1.09	47,480	No	5,334	1976	GC	///	\$25.50	\$1,210,750	\$105,000	\$1,315,800	///	\$26.25	\$1,246,400	\$105,000	\$1,351,400	\$35,600	\$0.75	\$17,291	\$0.36
47	KIM-ALSTON LLC	0048280000505	0.76	0.76	33,106	No	2,847	2007	GC	///	\$27.00	\$893,851	\$745,000	\$1,638,900	///	\$28.00	\$927,000	\$745,000	\$1,672,000	\$33,100	\$1.00	\$16,076	\$0.49
48	HENSRUDE SCOTT & CHRISTY	31052800301300	0.92	0.92	40,075	No	9,270	1985	GC	///	\$9.00	\$360,677	\$380,000	\$740,700	///	\$9.50	\$380,700	\$380,000	\$760,700	\$20,000	\$0.50	\$9,714	\$0.24
49	HENSRUDE SCOTT & CHRISTY	31052800302100	0.84	0.84	36,590	No	3,400	1985	GC	///	\$7.50	\$274,428	\$0	\$274,400	///	\$8.00	\$292,700	\$0	\$292,700	\$18,300	\$0.50	\$8,888	\$0.24
50	UNION BANK NA	31052800300600	4.00	4.13	179,903	No	None	N/A	GC	///	\$4.25	\$764,587	\$0	\$764,600	///	\$5.00	\$899,500	\$0	\$899,500	\$134,900	\$0.75	\$65,520	\$0.36
51	ALLEN JESSE O & CAMILLE	31052800301400	0.41	0.53	23,087	No	1,456	1966	GC	///	\$12.00	\$277,042	\$140,000	\$417,000	///	\$12.50	\$288,600	\$140,000	\$428,600	\$11,600	\$0.50	\$5,634	\$0.24
52	HENSRUDE SCOTT & CHRISTY	31052800300400	0.92	0.92	40,075	No	14,980	2002	GC	///	\$9.00	\$360,677	\$830,000	\$1,190,700	///	\$9.50	\$380,700	\$830,000	\$1,210,700	\$20,000	\$0.50	\$9,714	\$0.24
53	HENSRUDE SCOTT	31052800300500	0.84	0.84	36,590	No	6,000	1985	GC	///	\$7.50	\$274,428	\$155,000	\$429,400	///	\$8.00	\$292,700	\$155,000	\$447,700	\$18,300	\$0.50	\$8,888	\$0.24

City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
54	PACIFIC CONTINENTAL BANK	31052800400100	93.25	95.00	4,138,200	No	None	N/A	LI	///	\$1.70	\$7,034,940	\$0	\$7,034,900	///	\$1.75	\$7,241,900	\$0	\$7,241,900	\$207,000	\$0.05	\$100,538	\$0.02
55	SMOKEY POINT #4	31052800301600	5.08	5.00	217,800	No	None	N/A	GC	///	\$2.00	\$435,600	\$0	\$435,600	///	\$2.05	\$446,500	\$0	\$446,500	\$10,900	\$0.05	\$5,294	\$0.02
56	FRITZBERG SMOKEY POINT 10 LLC	31052800301200	10.32	10.03	436,907	No	None	N/A	GC	///	\$2.75	\$1,201,494	\$0	\$1,201,500	///	\$3.00	\$1,310,700	\$0	\$1,310,700	\$109,200	\$0.25	\$53,037	\$0.12
57	CLAVEL RICARDO/MILLER MARY JANE	31052700200800	0.47	0.46	20,038	No	2,383	1945	LI	///	\$5.00	\$100,188	\$170,000	\$270,200	///	\$5.05	\$101,200	\$170,000	\$271,200	\$1,000	\$0.05	\$486	\$0.02
* 58	STEINER FARMS LLC	31052700300700	8.94	9.50	413,820	No	None	N/A	LI	///	\$1.75	\$724,185	\$0	\$724,200	///	\$1.80	\$744,900	\$0	\$744,900	\$20,700	\$0.05	\$10,054	\$0.02
59	EVAR MATTHEW J	31052700300600	1.17	1.00	43,560	No	964	1922	LI	///	\$5.00	\$217,800	\$100,000	\$317,800	///	\$5.05	\$220,000	\$100,000	\$320,000	\$2,200	\$0.05	\$1,069	\$0.02
60	SMOKEY POINT #4	31052800301700	4.81	5.00	217,800	No	None	N/A	GC	///	\$2.00	\$435,600	\$0	\$435,600	///	\$2.05	\$446,500	\$0	\$446,500	\$10,900	\$0.05	\$5,294	\$0.02
61	CASCADIA SMOKEY POINT LLC	31052800301500	4.55	4.31	187,744	No	19,520	1979,80,88,92	GC	///	\$4.50	\$844,846	\$475,000	\$1,319,800	///	\$5.00	\$938,700	\$475,000	\$1,413,700	\$93,900	\$0.50	\$45,606	\$0.24
62	CITY OF MARYSVILLE	31052800300200	15.09	25.04	1,090,742	No	None	N/A	OPEN	///	\$0.50	\$545,371	\$0	\$545,400	///	\$0.50	\$545,400	\$0	\$545,400	\$0	\$0.00	\$0	\$0.00
63	CITY OF MARYSVILLE	31052800300100	25.04	25.12	1,094,227	No	None	N/A	GC	///	\$2.00	\$2,188,454	\$0	\$2,188,500	///	\$2.10	\$2,297,900	\$0	\$2,297,900	\$109,400	\$0.10	\$53,135	\$0.05
64	PETRITZ JAMES G	31052800301000	0.45	0.46	20,038	No	2,448	1968	GC	///	\$9.00	\$180,338	\$180,000	\$360,300	///	\$10.00	\$200,400	\$180,000	\$380,400	\$20,100	\$1.00	\$9,762	\$0.49
65	PROVIDENCE HEALTH SYSTEM-WASHINGTON	31052800301800	2.66	2.66	115,870	No	None	N/A	GC	///	\$8.00	\$926,957	\$0	\$927,000	///	\$9.50	\$1,100,800	\$0	\$1,100,800	\$173,800	\$1.50	\$84,413	\$0.73
66	PROVIDENCE HEALTH SYSTEM-WASHINGTON	31052800301900	1.80	1.80	78,408	No	None	N/A	GC	///	\$8.00	\$627,264	\$0	\$627,300	///	\$9.50	\$744,900	\$0	\$744,900	\$117,600	\$1.50	\$57,117	\$0.73
67	PROVIDENCE HEALTH SYSTEM-WASHINGTON	31052800302000	1.84	1.84	80,150	No	None	N/A	GC	///	\$8.00	\$641,203	\$0	\$641,200	///	\$9.50	\$761,400	\$0	\$761,400	\$120,200	\$1.50	\$58,380	\$0.73
68	PROVIDENCE HEALTH SYSTEM-WASHINGTON	31052800300700	1.74	1.74	75,794	No	None	N/A	GC	///	\$8.00	\$606,355	\$0	\$606,400	///	\$9.50	\$720,000	\$0	\$720,000	\$113,600	\$1.50	\$55,175	\$0.73
69	SMOKEY POINT BLVD LLC	31052800300800	17.83	17.33	754,895	No	None	N/A	GC	///	\$3.00	\$2,264,684	\$0	\$2,264,700	///	\$3.25	\$2,453,400	\$0	\$2,453,400	\$188,700	\$0.25	\$91,650	\$0.12
70	CITY OF MARYSVILLE	31052800300300	4.93	5.40	235,224	No	None	N/A	GC	///	\$7.00	\$1,646,568	\$0	\$1,646,600	///	\$7.75	\$1,823,000	\$0	\$1,823,000	\$176,400	\$0.75	\$85,676	\$0.36
71	SMOKEY POINT BLVD L L C	31052800301100	36.09	36.09	1,572,080	No	None	N/A	GC/OPEN	///	\$1.91	\$3,002,674	\$0	\$3,002,700	///	\$1.99	\$3,128,400	\$0	\$3,128,400	\$125,700	\$0.08	\$61,051	\$0.04
72	SMOKEY POINT BLVD L L C	31052800300900	9.18	9.18	399,881	No	None	N/A	GC	///	\$7.00	\$2,799,166	\$0	\$2,799,200	///	\$8.25	\$3,299,000	\$0	\$3,299,000	\$499,800	\$1.25	\$242,748	\$0.61
* 73	STEINER FARMS LLC	31052700300200	19.51	19.50	849,420	No	None	N/A	LI	///	\$1.75	\$1,486,485	\$0	\$1,486,500	///	\$1.80	\$1,529,000	\$0	\$1,529,000	\$42,500	\$0.05	\$20,642	\$0.02
74	MARYSVILLE NORTH I LLC	31052700201000	20.05	19.50	849,420	No	None	N/A	LI	///	\$1.75	\$1,486,485	\$0	\$1,486,500	///	\$1.80	\$1,529,000	\$0	\$1,529,000	\$42,500	\$0.05	\$20,642	\$0.02
75	MARYSVILLE NORTH I LLC	31052700200700	19.56	19.54	851,162	No	None	N/A	LI	///	\$1.75	\$1,489,534	\$0	\$1,489,500	///	\$1.80	\$1,532,100	\$0	\$1,532,100	\$42,600	\$0.05	\$20,690	\$0.02
* 76	STEINER FARMS LLC	31052700300400	19.90	20.00	871,200	No	1,664	1909	LI	///	\$1.75	\$1,524,600	\$50,000	\$1,574,600	///	\$1.80	\$1,568,200	\$50,000	\$1,618,200	\$43,600	\$0.05	\$21,176	\$0.02
77	MARYSVILLE NORTH I LLC	31052700300100	19.34	19.50	849,420	No	None	N/A	LI	///	\$1.75	\$1,486,485	\$0	\$1,486,500	///	\$1.80	\$1,529,000	\$0	\$1,529,000	\$42,500	\$0.05	\$20,642	\$0.02

\* Not Adopted or Confirmed Pending Hearing on Appeal to City Council

City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
78	MARYSVILLE NORTH I LLC	31052700301100	17.30	17.30	753,588	No	1,852	1948	LI	///	\$1.75	\$1,318,779	\$0	\$1,318,800	///	\$1.80	\$1,356,500	\$0	\$1,356,500	\$37,700	\$0.05	\$18,311	\$0.02
79	PUBLIC UTILITY DIST 1 SNO CO	31052700301200	2.47	2.47	107,593	No	None	N/A	LI	///	\$5.00	\$537,966	\$0	\$538,000	///	\$5.00	\$538,000	\$0	\$538,000	\$0	\$0.00	\$0	\$0.00
80	OVERSIZE STORAGE LLC	01101300220100	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
81	OVERSIZE STORAGE LLC	01101300220200	0.02	0.05	2,176	No	900	2008	GC	///	\$4.75	\$10,337	\$46,000	\$56,300	///	\$4.85	\$10,600	\$46,000	\$56,600	\$300	\$0.00	\$146	\$0.00
82	OVERSIZE STORAGE LLC	01101300220300	0.02	0.05	2,176	No	900	2008	GC	///	\$4.75	\$10,337	\$46,000	\$56,300	///	\$4.85	\$10,600	\$46,000	\$56,600	\$300	\$0.00	\$146	\$0.00
83	OVERSIZE STORAGE LLC	01101300220400	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
84	OVERSIZE STORAGE LLC	01101300220500	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
85	OVERSIZE STORAGE LLC	01101300220600	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
86	OVERSIZE STORAGE LLC	01101300220700	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
87	OVERSIZE STORAGE LLC	01101300220800	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
88	OVERSIZE STORAGE LLC	01101300220900	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
89	OVERSIZE STORAGE LLC	01101300221000	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
90	OVERSIZE STORAGE LLC	01101300221100	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
91	OVERSIZE STORAGE LLC	01101300221200	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
* 92	STEINER FARMS LLC	31052700400300	40.16	41.60	1,812,096	No	None	N/A	LI	///	\$1.50	\$2,718,144	\$0	\$2,718,100	///	\$1.55	\$2,808,700	\$0	\$2,808,700	\$90,600	\$0.05	\$44,004	\$0.02
* 93	STEINER FARMS LLC	31052700100300	25.78	25.48	1,109,909	No	None	N/A	LI	///	\$1.50	\$1,664,863	\$0	\$1,664,900	///	\$1.55	\$1,720,400	\$0	\$1,720,400	\$55,500	\$0.05	\$26,956	\$0.02
94	MILLER JOE A	31053200101300	1.12	1.00	43,560	No	608	1914	CB	///	\$5.00	\$217,800	\$3,400	\$221,200	///	\$5.50	\$239,600	\$3,400	\$243,000	\$21,800	\$0.50	\$10,588	\$0.24
95	MILLER JOE A	31053200103200	1.91	1.86	81,022	No	None	N/A	CB	///	\$5.00	\$405,108	\$0	\$405,100	///	\$5.50	\$445,600	\$0	\$445,600	\$40,500	\$0.50	\$19,670	\$0.24
96	SNOHOMISH COUNTY FIRE DIST 12	31053200400600	1.16	1.16	50,530	No	4,981	1964	LI	///	\$7.00	\$353,707	\$350,000	\$703,700	///	\$7.10	\$358,800	\$350,000	\$708,800	\$5,100	\$0.10	\$2,477	\$0.05
97	KUAN MONG-HWAI & SHUEN-CHEN	31053200400500	0.61	0.64	27,878	No	1,530	1980	LI	///	\$7.00	\$195,149	\$85,000	\$280,100	///	\$7.10	\$197,900	\$85,000	\$282,900	\$2,800	\$0.10	\$1,360	\$0.05
98	SMOKEY POINT INVESTMENTS LLC	31053200400400	0.52	0.57	24,829	No	1,188	1924	LI	///	\$7.00	\$173,804	\$110,000	\$283,800	///	\$7.10	\$176,300	\$110,000	\$286,300	\$2,500	\$0.10	\$1,214	\$0.05
99	KAZEN RICK	00726700000200	0.51	0.52	22,651	No	7,000	1984	LI	///	\$7.00	\$158,558	\$430,000	\$588,600	///	\$7.10	\$160,800	\$430,000	\$590,800	\$2,200	\$0.10	\$1,069	\$0.05
100	FLO-WASH LLC	00726700000300	0.50	0.50	21,780	No	5,984	1987	LI	///	\$7.00	\$152,460	\$350,000	\$502,500	///	\$7.10	\$154,600	\$350,000	\$504,600	\$2,100	\$0.10	\$1,020	\$0.05
101	KAZEN RICK S	00726700000400	0.52	0.52	22,651	No	7,480	1988	LI	///	\$7.00	\$158,558	\$470,000	\$628,600	///	\$7.10	\$160,800	\$470,000	\$630,800	\$2,200	\$0.10	\$1,069	\$0.05
102	HOCHREITER HEINRICH	00732200000100	0.53	0.53	23,087	No	11,620	1996	LI	///	\$7.00	\$161,608	\$815,000	\$976,600	///	\$7.10	\$163,900	\$815,000	\$978,900	\$2,300	\$0.10	\$1,117	\$0.05
103	HOCHREITER HEINRICH	00732200000200	0.50	0.50	21,780	No	8,000	1995	LI	///	\$7.00	\$152,460	\$560,000	\$712,500	///	\$7.10	\$154,600	\$560,000	\$714,600	\$2,100	\$0.10	\$1,020	\$0.05

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Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
104	HOCHREITER HEINRICH	00745600000100	0.51	0.51	22,216	No	8,550	1993	LI	///	\$7.00	\$155,509	\$525,000	\$680,500	///	\$7.10	\$157,700	\$525,000	\$682,700	\$2,200	\$0.10	\$1,069	\$0.05
105	HOCHREITER HEINRICH	00745600000200	0.51	0.51	22,216	No	9,682	1988	LI	///	\$7.00	\$155,509	\$655,000	\$810,500	///	\$7.10	\$157,700	\$655,000	\$812,700	\$2,200	\$0.10	\$1,069	\$0.05
106	BAUER PROPERTIES LLC	00743300100100	0.51	0.51	22,216	No	4,308	1985	LI	///	\$7.00	\$155,509	\$136,000	\$291,500	///	\$7.10	\$157,700	\$136,000	\$293,700	\$2,200	\$0.10	\$1,069	\$0.05
107	BAUER PROPERTIES LLC	00743300100200	0.51	0.51	22,216	No	1,750	1985	LI	///	\$7.00	\$155,509	\$55,000	\$210,500	///	\$7.10	\$157,700	\$55,000	\$212,700	\$2,200	\$0.10	\$1,069	\$0.05
108	BAUER PROPERTIES LLC	00743300100300	0.51	0.51	22,216	No	2,800	1985	LI	///	\$7.00	\$155,509	\$89,000	\$244,500	///	\$7.10	\$157,700	\$89,000	\$246,700	\$2,200	\$0.10	\$1,069	\$0.05
109	SPPF PROPERTIES LLC	31053200101600	7.28	7.28	317,022	No	None	N/A	CB	///	\$7.00	\$2,219,154	\$0	\$2,219,200	///	\$7.50	\$2,377,700	\$0	\$2,377,700	\$158,500	\$0.50	\$76,982	\$0.24
110	MILLER JOSEPH A	31053200102600	5.31	4.74	206,474	No	6,808	1987	CB	///	\$6.00	\$1,238,846	\$650,000	\$1,888,800	///	\$6.50	\$1,342,100	\$650,000	\$1,992,100	\$103,300	\$0.50	\$50,172	\$0.24
111	SPPF PROPERTIES LLC	31053200102700	2.54	2.54	110,589	No	None	N/A	CB	///	\$9.50	\$1,050,596	\$0	\$1,050,600	///	\$10.50	\$1,161,200	\$0	\$1,161,200	\$110,600	\$1.00	\$53,717	\$0.49
112	CASCADE STORAGE LLC	31053200100600	4.06	4.06	176,854	No	38,410	1994	GC	///	\$12.00	\$2,122,243	\$2,200,000	\$4,322,200	///	\$13.50	\$2,387,500	\$2,200,000	\$4,587,500	\$265,300	\$1.50	\$128,854	\$0.73
113	HART RONALD L	31053200101800	1.44	1.36	59,242	No	10,660	1984,87	LI	///	\$7.00	\$414,691	\$500,000	\$914,700	///	\$7.25	\$429,500	\$500,000	\$929,500	\$14,800	\$0.25	\$7,188	\$0.12
114	DANIELSON DANIEL A	31053200102400	0.68	0.68	29,621	No	4,636	1958	LI	///	\$7.00	\$207,346	\$360,000	\$567,300	///	\$7.25	\$214,800	\$360,000	\$574,800	\$7,500	\$0.25	\$3,643	\$0.12
115	BAUER PROPERTIES LLC	31053200102200	0.35	0.34	14,810	No	308	1961	LI	///	\$7.00	\$103,673	\$0	\$103,700	///	\$7.10	\$105,200	\$0	\$105,200	\$1,500	\$0.10	\$729	\$0.05
116	BAUER PROPERTIES LLC	31053200102300	0.88	0.88	38,333	No	16,698	1914 & 2000	LI	///	\$7.00	\$268,330	\$975,000	\$1,243,300	///	\$7.10	\$272,200	\$975,000	\$1,247,200	\$3,900	\$0.10	\$1,894	\$0.05
117	STILLAGUAMISH TRIBE OF INDIANS - TRUST	31053200100900	1.86	1.67	72,745	No	None	N/A	CB	///	\$9.50	\$691,079	\$0	\$691,100	///	\$9.50	\$691,100	\$0	\$691,100	\$0	\$0.00	\$0	\$0.00
118	STILLAGUAMISH TRIBE OF INDIANS - TRUST	31053200102500	3.94	3.73	162,479	No	None	N/A	CB	///	\$9.50	\$1,543,549	\$0	\$1,543,500	///	\$9.50	\$1,543,500	\$0	\$1,543,500	\$0	\$0.00	\$0	\$0.00
119	S & J PROPERTIES LLC	31053200100500	0.98	0.92	40,075	No	3,656	1916 & 1980	GC	///	\$12.00	\$480,902	\$0	\$480,900	///	\$12.75	\$511,000	\$0	\$511,000	\$30,100	\$0.75	\$14,619	\$0.36
120	STEWART GREG	31053200100400	1.92	1.85	80,586	No	13,728	1926 & 2003	GC	///	\$12.00	\$967,032	\$340,000	\$1,307,000	///	\$13.00	\$1,047,600	\$340,000	\$1,387,600	\$80,600	\$1.00	\$39,147	\$0.49
121	SMOKEY POINT INVESTMENTS LLC	31053300302500	10.37	10.53	458,687	No	None	N/A	LI	///	\$4.00	\$1,834,747	\$0	\$1,834,700	///	\$4.05	\$1,857,700	\$0	\$1,857,700	\$23,000	\$0.05	\$11,171	\$0.02
122	SPPF PROPERITES LLC	31053200100300	14.63	14.63	637,293	No	None	N/A	CB	///	\$8.50	\$5,416,991	\$0	\$5,417,000	///	\$10.00	\$6,372,900	\$0	\$6,372,900	\$955,900	\$1.50	\$464,271	\$0.73
123	LARSON LELAND	31053200101100	19.90	20.00	871,200	Yes	1,576	1910	CB	///	\$4.75	\$4,138,200	\$0	\$4,138,200	///	\$5.60	\$4,878,700	\$0	\$4,878,700	\$740,500	\$0.85	\$359,654	\$0.41
124	SPPF LLC	31053200101400	20.66	20.68	900,729	Yes	None	N/A	CB	///	\$4.50	\$4,053,281	\$0	\$4,053,300	///	\$4.70	\$4,233,400	\$0	\$4,233,400	\$180,100	\$0.20	\$87,473	\$0.10
125	SMOKEY POINT INVESTMENTS LLC	31053200400800	1.25	1.33	57,935	No	None	N/A	LI	///	\$7.00	\$405,544	\$0	\$405,500	///	\$7.10	\$411,300	\$0	\$411,300	\$5,800	\$0.10	\$2,817	\$0.05
126	BRUNHAVER LEWIS G	31053200101500	3.11	3.04	132,422	No	24,900	1984	LI	///	\$7.00	\$926,957	\$800,000	\$1,727,000	///	\$7.50	\$993,200	\$800,000	\$1,793,200	\$66,200	\$0.50	\$32,153	\$0.24
127	MIDWAY DEVELOPMENT LLC	31053200100700	2.59	2.59	112,820	No	29,474	2006	GC	///	\$10.00	\$1,128,204	\$2,400,000	\$3,528,200	///	\$10.75	\$1,212,800	\$2,400,000	\$3,612,800	\$84,600	\$0.75	\$41,089	\$0.36
128	KIM HEENAN & TARDIFF CHA Y	31053200100800	0.42	0.41	17,860	No	1,560	1955	GC	///	\$12.50	\$223,245	\$150,000	\$373,200	///	\$13.25	\$236,600	\$150,000	\$386,600	\$13,400	\$0.75	\$6,508	\$0.36
129	PATRICK VENTURES LTD	31053200101000	1.52	1.38	60,113	No	6,456	1933	GC	///	\$12.00	\$721,354	\$65,000	\$786,400	///	\$12.75	\$766,400	\$65,000	\$831,400	\$45,000	\$0.75	\$21,856	\$0.36

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130	HOLMES MICHAEL & MAUREEN	31053200400700	0.30	0.23	10,019	No	224	1971	LI	///	\$10.00	\$100,188	\$30,000	\$130,200	///	\$10.10	\$101,200	\$30,000	\$131,200	\$1,000	\$0.10	\$486	\$0.05
131	BOWER DALLAS B	31053200101700	1.36	1.36	59,242	No	1,248	1930	LI	///	\$7.00	\$414,691	\$15,000	\$429,700	///	\$7.25	\$429,500	\$15,000	\$444,500	\$14,800	\$0.25	\$7,188	\$0.12
132	J3B PARTNERSHIP	31053200102100	2.73	2.66	115,870	No	4,376	1955	LI	///	\$7.00	\$811,087	\$44,000	\$855,100	///	\$7.25	\$840,100	\$44,000	\$884,100	\$29,000	\$0.25	\$14,085	\$0.12
133	BAUER PROPERTIES LLC	31053300302200	0.50	0.47	20,473	No	None	N/A	LI	///	\$7.00	\$143,312	\$0	\$143,300	///	\$7.10	\$145,400	\$0	\$145,400	\$2,100	\$0.10	\$1,020	\$0.05
134	WELLS WOODY R & CAROL J	00623400000100	0.40	0.40	17,313	No	None	N/A	LI	///	\$9.25	\$160,142	\$0	\$160,100	///	\$9.50	\$164,500	\$0	\$164,500	\$4,400	\$0.25	\$2,137	\$0.12
135	BRUMMEL CHARLES D JR	00623400000200	0.23	0.23	10,113	No	3,504	1969, 1976	LI	///	\$7.00	\$70,789	\$300,000	\$370,800	///	\$7.10	\$71,800	\$300,000	\$371,800	\$1,000	\$0.10	\$486	\$0.05
136	MORALES JUAN M	00623400000300	0.23	0.23	10,118	No	1,204	1969	LI	///	\$7.00	\$70,829	\$110,000	\$180,800	///	\$7.10	\$71,800	\$110,000	\$181,800	\$1,000	\$0.10	\$486	\$0.05
137	COPENHAVER KEN C	00623400000400	0.23	0.23	10,124	No	960	1971	LI	///	\$7.00	\$70,869	\$90,000	\$160,900	///	\$7.10	\$71,900	\$90,000	\$161,900	\$1,000	\$0.10	\$486	\$0.05
138	HOLT JAMES L	00623400000500	0.23	0.23	10,130	No	1,088	1970	LI	///	\$7.00	\$70,909	\$90,000	\$160,900	///	\$7.10	\$71,900	\$90,000	\$161,900	\$1,000	\$0.10	\$486	\$0.05
139	WILLIAMS INVESTMENTS II LLC	00623400000601	0.18	0.18	8,050	No	2,572	1985	LI	///	\$7.00	\$56,348	\$230,000	\$286,300	///	\$7.10	\$57,200	\$230,000	\$287,200	\$900	\$0.11	\$437	\$0.05
140	SMITH VERNON F JR & JANICE	00623400000602	0.29	0.29	12,762	No	1,632	1969	LI	///	\$7.00	\$89,336	\$150,000	\$239,300	///	\$7.10	\$90,600	\$150,000	\$240,600	\$1,300	\$0.10	\$631	\$0.05
141	EVERETT I LLC	00623400000800	0.25	0.25	10,945	No	None	N/A	LI	///	\$9.25	\$101,241	\$0	\$101,200	///	\$9.50	\$104,000	\$0	\$104,000	\$2,800	\$0.26	\$1,360	\$0.12
142	EVERETT I LLC	00623400000900	0.25	0.25	10,961	No	1,128	1970	LI	///	\$7.00	\$76,725	\$74,000	\$150,700	///	\$7.10	\$77,800	\$74,000	\$151,800	\$1,100	\$0.10	\$534	\$0.05
143	DELGADO CARLOS & SILVIA	00623400001000	0.55	0.55	23,836	No	1,920	1968	LI	///	\$7.00	\$166,855	\$145,000	\$311,900	///	\$7.10	\$169,200	\$145,000	\$314,200	\$2,300	\$0.10	\$1,117	\$0.05
144	SKIDMORE HAROLD L	00623400001100	0.25	0.25	10,890	No	1,090	1954	LI	///	\$7.00	\$76,230	\$110,000	\$186,200	///	\$7.10	\$77,300	\$110,000	\$187,300	\$1,100	\$0.10	\$534	\$0.05
145	RIVERVIEW COMMUNITY BANK	31053300204700	2.43	2.50	108,900	No	None	N/A	GC	///	\$4.50	\$490,050	\$0	\$490,100	///	\$4.60	\$500,900	\$0	\$500,900	\$10,800	\$0.10	\$5,245	\$0.05
146	PIERCE PROPERTIES LLC	31053300201300	2.77	2.77	120,661	No	2,784	1928 & 2001	GC	///	\$8.00	\$965,290	\$125,000	\$1,090,300	///	\$8.50	\$1,025,600	\$125,000	\$1,150,600	\$60,300	\$0.50	\$29,287	\$0.24
147	WELLS WOODY R & CAROL J	31053300201700	1.71	1.65	71,874	No	7,498	1971	LI	///	\$8.00	\$574,992	\$75,000	\$650,000	///	\$8.50	\$610,900	\$75,000	\$685,900	\$35,900	\$0.50	\$17,436	\$0.24
148	WELLS WOODY R	31053300201800	0.40	0.37	16,117	No	None	N/A	LI	///	\$7.00	\$112,820	\$0	\$112,800	///	\$7.50	\$120,900	\$0	\$120,900	\$8,100	\$0.50	\$3,934	\$0.24
149	RHODES GARY A	31053300204000	0.48	0.52	22,651	No	1,732	1979	LI	///	\$7.00	\$158,558	\$120,000	\$278,600	///	\$7.10	\$160,800	\$120,000	\$280,800	\$2,200	\$0.10	\$1,069	\$0.05
150	MUNSON CRAIG KENNETH	31053300202100	0.47	0.36	15,682	No	896	1960	LI	///	\$7.00	\$109,771	\$210,000	\$319,800	///	\$7.10	\$111,300	\$210,000	\$321,300	\$1,500	\$0.10	\$729	\$0.05
151	FEDERAL HOME LOAN MORTGAGE CORP	31053300202000	0.49	0.48	20,909	No	1,120	1959	LI	///	\$7.00	\$146,362	\$75,000	\$221,400	///	\$7.10	\$148,500	\$75,000	\$223,500	\$2,100	\$0.10	\$1,020	\$0.05
152	THORNQUIST RICHARD L.	31053300201900	0.54	0.56	24,394	No	832	1958	LI	///	\$7.00	\$170,755	\$10,000	\$180,800	///	\$7.10	\$173,200	\$10,000	\$183,200	\$2,400	\$0.10	\$1,166	\$0.05
153	HANSEN RONALD H	31053300202700	1.09	1.10	47,916	No	1,206	1925	LI	///	\$7.00	\$335,412	\$35,000	\$370,400	///	\$7.10	\$340,200	\$35,000	\$375,200	\$4,800	\$0.10	\$2,331	\$0.05
154	WELLS WOODY R & CAROL J	31053300202900	0.60	0.68	29,621	No	1,344	1984	LI	///	\$7.00	\$207,346	\$25,000	\$232,300	///	\$7.10	\$210,300	\$25,000	\$235,300	\$3,000	\$0.10	\$1,457	\$0.05

City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
155	BAKER MONICA M	31053300203400	0.03	0.02	871	No	None	N/A	LI	///	\$7.00	\$6,098	\$0	\$6,100	///	\$7.10	\$6,200	\$0	\$6,200	\$100	\$0.11	\$49	\$0.06
156	FENNEL JAMES A & UTHAIWAN K	31053300201600	0.50	0.50	21,780	No	1,664	1924	LI	///	\$7.00	\$152,460	\$100,000	\$252,500	///	\$7.10	\$154,600	\$100,000	\$254,600	\$2,100	\$0.10	\$1,020	\$0.05
157	HARRISON RICHARD C/OLOFSON DIANA	31053300203800	0.23	0.24	10,454	No	940	1922	LI	///	\$8.00	\$83,635	\$75,000	\$158,600	///	\$8.10	\$84,700	\$75,000	\$159,700	\$1,100	\$0.11	\$534	\$0.05
158	NGO UYEN	31053300205500	0.18	0.23	10,019	No	2,045	1928 & 1993	LI	///	\$8.00	\$80,150	\$100,000	\$180,200	///	\$8.10	\$81,200	\$100,000	\$181,200	\$1,000	\$0.10	\$486	\$0.05
159	GRIMM STEWART LLC	31053300203300	4.15	4.61	200,812	No	None	N/A	LI	///	\$5.00	\$1,004,058	\$0	\$1,004,100	///	\$5.10	\$1,024,100	\$0	\$1,024,100	\$20,000	\$0.10	\$9,714	\$0.05
160	BROWN MATSON LLC	31053200102800	2.91	3.01	131,116	No	4,008	2002 & 2003	GC	///	\$10.00	\$1,311,156	\$100,000	\$1,411,200	///	\$11.25	\$1,475,100	\$100,000	\$1,575,100	\$163,900	\$1.25	\$79,605	\$0.61
161	LALLEMAND FAMILY LP	31053300205200	0.32	0.27	11,761	No	990	1956 & 1927	GC	///	\$10.50	\$123,493	\$100,000	\$223,500	///	\$11.00	\$129,400	\$100,000	\$229,400	\$5,900	\$0.50	\$2,866	\$0.24
162	RIVERVIEW COMMUNITY BANK	31053300200400	2.59	2.50	108,900	No	None	N/A	GC	///	\$4.50	\$490,050	\$0	\$490,100	///	\$4.60	\$500,900	\$0	\$500,900	\$10,800	\$0.10	\$5,245	\$0.05
163	PACIFIC INDUSTRIAL PARK LP I	00691900000500	1.92	1.94	84,506	No	26,400	1998	LI	///	\$5.00	\$422,532	\$1,415,000	\$1,837,500	///	\$5.10	\$431,000	\$1,415,000	\$1,846,000	\$8,500	\$0.10	\$4,128	\$0.05
164	QUILCEDA CREEK 1 LLC	31053300200100	0.52	0.66	28,750	No	1,458	1925	GC	///	\$9.00	\$258,746	\$110,000	\$368,700	///	\$9.10	\$261,600	\$110,000	\$371,600	\$2,900	\$0.10	\$1,409	\$0.05
165	MIGHELL ENTERPRISES LLC	31053300200300	1.17	1.35	58,806	No	16,702	2003	GC	///	\$8.00	\$470,448	\$875,000	\$1,345,400	///	\$8.10	\$476,300	\$875,000	\$1,351,300	\$5,900	\$0.10	\$2,866	\$0.05
166	RIVERVIEW COMMUNITY BANK	31053300200500	1.87	1.83	79,715	No	None	N/A	GC	///	\$4.50	\$358,717	\$0	\$358,700	///	\$4.60	\$366,700	\$0	\$366,700	\$8,000	\$0.10	\$3,886	\$0.05
167	HERNANDEZ ERNESTO & TERI A	31053300205800	1.22	1.22	53,143	No	2,874	2004 & 1977	GC	///	\$5.00	\$265,716	\$90,000	\$355,700	///	\$5.10	\$271,000	\$90,000	\$361,000	\$5,300	\$0.10	\$2,574	\$0.05
168	MJJ INVESTMENTS LLC	31053300205900	1.29	1.29	56,192	No	3,976	2004	GC	///	\$5.00	\$280,962	\$220,000	\$501,000	///	\$5.10	\$286,600	\$220,000	\$506,600	\$5,600	\$0.10	\$2,720	\$0.05
169	CDI PROPERTIES LLC	31053300206000	1.41	1.41	61,420	No	14,844	2007	GC	///	\$5.00	\$307,098	\$725,000	\$1,032,100	///	\$5.10	\$313,200	\$725,000	\$1,038,200	\$6,100	\$0.10	\$2,963	\$0.05
170	GHUMAN HOLDINGS LLC	31053300205700	0.43	0.43	18,731	No	6,104	2005	GC	///	\$8.50	\$159,212	\$265,000	\$424,200	///	\$8.60	\$161,100	\$265,000	\$426,100	\$1,900	\$0.10	\$923	\$0.05
171	CARLSON RICHARD L & MARY M	31053300205400	0.98	0.98	42,689	No	3,000	1984	GC	///	\$7.00	\$298,822	\$35,000	\$333,800	///	\$7.10	\$303,100	\$35,000	\$338,100	\$4,300	\$0.10	\$2,088	\$0.05
172	PEDEFERRI WALTER J	31053300204400	5.62	5.25	228,690	No	None	N/A	GC	///	\$5.25	\$1,200,623	\$0	\$1,200,600	///	\$5.50	\$1,257,800	\$0	\$1,257,800	\$57,200	\$0.25	\$27,782	\$0.12
173	WIGGINS ELIZABETH J	31053300201400	5.61	1.00	43,560	No	1,140	1903	GC	///	\$8.00	\$348,480	\$500	\$349,000	///	\$9.00	\$392,000	\$500	\$392,500	\$43,500	\$1.00	\$21,128	\$0.49
174	ROBERTS ELIZABETH J	31053300201401	5.61	4.54	197,762	No	None	N/A	GC	///	\$8.00	\$1,582,099	\$0	\$1,582,100	///	\$9.00	\$1,779,900	\$0	\$1,779,900	\$197,800	\$1.00	\$96,070	\$0.49
175	BANNAN PHILIP B & CYNTHIA B	31053300200800	3.59	3.52	153,331	No	696	1939	GC	///	\$10.50	\$1,609,978	\$5,000	\$1,615,000	///	\$12.00	\$1,840,000	\$5,000	\$1,845,000	\$230,000	\$1.50	\$111,709	\$0.73
176	CITY OF MARYSVILLE	31053200100200	0.84	0.81	35,284	No	8,216	1922, 1945, 1918	GC	///	\$12.50	\$441,045	\$135,000	\$576,000	///	\$14.00	\$494,000	\$135,000	\$629,000	\$53,000	\$1.50	\$25,742	\$0.73
177	CHRYST MILTON & DIANNE	31053300205600	1.46	1.41	61,420	No	None	N/A	GC	///	\$5.00	\$307,098	\$0	\$307,100	///	\$5.10	\$313,200	\$0	\$313,200	\$6,100	\$0.10	\$2,963	\$0.05
178	CHRYST MILTON & DIANNE	31053300200700	2.20	2.44	106,286	No	6,837	1978	GC	///	\$6.00	\$637,718	\$95,000	\$732,700	///	\$6.10	\$648,300	\$95,000	\$743,300	\$10,600	\$0.10	\$5,148	\$0.05
179	CHRYST STEVEN & SUSAN	31053300205100	1.30	1.34	58,370	No	None	N/A	GC	///	\$5.00	\$291,852	\$0	\$291,900	///	\$5.10	\$297,700	\$0	\$297,700	\$5,800	\$0.10	\$2,817	\$0.05

\* Not Adopted or Confirmed Pending Hearing on Appeal to City Council

## City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
180	PREMIER PACIFIC PROPERTIES LLC	31053300204500	2.03	2.08	90,605	No	37,500	2000	GC	///	\$5.00	\$453,024	\$1,900,000	\$2,353,000	///	\$5.10	\$462,100	\$1,900,000	\$2,362,100	\$9,100	\$0.10	\$4,420	\$0.05
181	ROBERTS ELIZABETH J	31053300204300	1.78	1.91	83,200	No	None	N/A	GC	///	\$8.00	\$665,597	\$0	\$665,600	///	\$9.00	\$748,800	\$0	\$748,800	\$83,200	\$1.00	\$40,409	\$0.49
182	PACIFIC INDUSTRIAL PARK LP I	00691900000600	2.50	2.50	108,900	No	35,164	2000	LI	///	\$5.00	\$544,500	\$1,900,000	\$2,444,500	///	\$5.10	\$555,400	\$1,900,000	\$2,455,400	\$10,900	\$0.10	\$5,294	\$0.05
183	SMITH JOY L	31053300205300	2.37	2.46	107,158	No	2,880	1933	GC	///	\$7.50	\$803,682	\$40,000	\$843,700	///	\$8.00	\$857,300	\$40,000	\$897,300	\$53,600	\$0.50	\$26,033	\$0.24
184	KIMBALL DAVE	31053300205301	2.37	0.00	0	No	None	N/A	GC	///	\$0.00	\$0	\$0	\$0	///	\$0.00	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
185	PEDEFERRI WALTER J	31053300203600	4.65	5.16	224,770	No	None	N/A	GC	///	\$6.15	\$1,382,333	\$1,400,000	\$2,782,300	///	\$6.50	\$1,461,000	\$1,400,000	\$2,861,000	\$78,700	\$0.35	\$38,224	\$0.17
186	NARTE PHILLIP D	00960007700100	10.27	0.00	0	No	Mobile home	1973	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
187	VANBUSKIRK LEO & MARY	00960007700200	10.27	0.00	0	No	Mobile home	1996	GC	///	\$5.00	\$0	\$20,000	\$20,000	///	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
188	STEVENS JOAN E	00960007700300	10.27	0.00	0	No	Mobile home	1975	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
189	JEANS DEBRA	00960007700400	10.27	0.00	0	No	Mobile home	1975	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
190	SHELTON FRED	00960007700500	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$9,000	\$9,000	///	\$5.50	\$0	\$9,000	\$9,000	\$0	\$0.00	\$0	\$0.00
191	KURPGEWIT JUDIE	00960007700600	10.27	0.00	0	No	Mobile home	1977	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
192	BAILEY JACOB W SR	00960007700700	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
193	WOLFE SHARON L	00960007700800	10.27	0.00	0	No	Mobile home	1983	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
194	EVANS PAULINE C	00960007700900	10.27	0.00	0	No	Mobile home	1995	GC	///	\$5.00	\$0	\$20,000	\$20,000	///	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
195	DAILEY JEAN MARIE	00960007701000	10.27	0.00	0	No	Mobile home	1977	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
196	COATES DAVID	00960007701100	10.27	0.00	0	No	Mobile home	1976	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
197	LARSON LLOYD & SOMCHAI	00960007701200	10.27	0.00	0	No	Mobile home	1973	GC	///	\$5.00	\$0	\$5,000	\$5,000	///	\$5.50	\$0	\$5,000	\$5,000	\$0	\$0.00	\$0	\$0.00
198	JOHNSON PAUL S	00960007701300	10.27	0.00	0	No	Mobile home	1984	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
199	CHRISTIANSON EDWARD W SR	00960007701400	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
200	TUCKER-AHRNS MARY ANN	00960007701500	10.27	0.00	0	No	Mobile home	1977	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
201	MARTIN KATHI	00960007701600	10.27	0.00	0	No	Mobile home	1989	GC	///	\$5.00	\$0	\$20,000	\$20,000	///	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
202	EDWARDS BARBARA E	00960007701700	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
203	SHERRILL ANNE M	00960007701800	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
204	FERLING FRANK M	00960007701900	10.27	0.00	0	No	Mobile home	1988	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
205	ALLEN MARILYN K	00960007702000	10.27	0.00	0	No	Mobile home	1984	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00

## City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

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Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
206	EGAN BRIAN W & MARGARET ANN	00960007702100	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
207	GIBSON FREDRICK J & ROSEMARY B	00960007702200	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
208	WRINKLE JERRY & KATHY	00960007702300	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$12,000	\$12,000	///	\$5.50	\$0	\$12,000	\$12,000	\$0	\$0.00	\$0	\$0.00
209	PENCE MARLENE J	00960007702400	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
210	LINGG JEFFREY R	00960007702500	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
211	AVIST ERIK	00960007702600	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$12,000	\$12,000	///	\$5.50	\$0	\$12,000	\$12,000	\$0	\$0.00	\$0	\$0.00
212	BRYANT ROBERT W SR & MARY ANN	00960007702700	10.27	0.00	0	No	Mobile home	1986	GC	///	\$5.00	\$0	\$20,000	\$20,000	///	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
213	ADKINS ANGUSS	00960007702800	10.27	0.00	0	No	Mobile home	1976	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
214	BULLARD RUTH A	00960007702900	10.27	0.00	0	No	Mobile home	2007	GC	///	\$5.00	\$0	\$25,000	\$25,000	///	\$5.50	\$0	\$25,000	\$25,000	\$0	\$0.00	\$0	\$0.00
215	STOCKWELL LEATHA L	00960007703000	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
216	FERGUSON ALICE	00960007703100	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
217	PEDEFERRI JON R	00960007703200	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$12,000	\$12,000	///	\$5.50	\$0	\$12,000	\$12,000	\$0	\$0.00	\$0	\$0.00
218	MAYVILLE BARBARA	00960007703300	10.27	0.00	0	No	Mobile home	1984	GC	///	\$5.00	\$0	\$12,000	\$12,000	///	\$5.50	\$0	\$12,000	\$12,000	\$0	\$0.00	\$0	\$0.00
219	CAREY EMILY	00960007703400	10.27	0.00	0	No	Mobile home	1986	GC	///	\$5.00	\$0	\$12,000	\$12,000	///	\$5.50	\$0	\$12,000	\$12,000	\$0	\$0.00	\$0	\$0.00
220	BURCHETT WILLIAM T	00960007703500	10.27	0.00	0	No	Mobile home	1969	GC	///	\$5.00	\$0	\$5,000	\$5,000	///	\$5.50	\$0	\$5,000	\$5,000	\$0	\$0.00	\$0	\$0.00
221	GIBSON STEPHEN & JAMA	00960007703600	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
222	KURTZENACKER DOMENICA	00960007703700	10.27	0.00	0	No	Mobile home	1993	GC	///	\$5.00	\$0	\$20,000	\$20,000	///	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
223	MIDWAY GARDEN MOBILE HOME PARK	00960007703800	10.27	0.00	0	No	Mobile home	N/A	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
224	CALKINS GERTRUDE M	00960007703900	10.27	0.00	0	No	Mobile home	1990	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
225	MUELLER CANDICE A	00960007704000	10.27	0.00	0	No	Mobile home	2000	GC	///	\$5.00	\$0	\$26,000	\$26,000	///	\$5.50	\$0	\$26,000	\$26,000	\$0	\$0.00	\$0	\$0.00
226	LUKEY EMMA TERRYANN	00960007704100	10.27	0.00	0	No	Mobile home	1983	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
227	SANDE STEVEN L	00960007704200	10.27	0.00	0	No	Mobile home	1993	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
228	GIES CYNTHIA	00960007704300	10.27	0.00	0	No	Mobile home	1985	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
229	SMITH KENNETH O	00960007704400	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
230	KOEHMSTEDT ALLEN	00960007704500	10.27	0.00	0	No	Mobile home	1989	GC	///	\$5.00	\$0	\$18,000	\$18,000	///	\$5.50	\$0	\$18,000	\$18,000	\$0	\$0.00	\$0	\$0.00
231	MASTEN GEORGE A & CAROL A	00960007704600	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00

## City of Marysville 156th Street NE Overpass Project--Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
232	BRODIE STEPHEN C	00960007704700	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
233	HARVEY ROBERT A	00960007704800	10.27	0.00	0	No	Mobile home	1988	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
234	STEPRO MARY	00960007704900	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
235	PEDEFERRI JON R	00960007705000	10.27	0.00	0	No	Mobile home	1983	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
236	VACANT SPACE	00960007705100	10.27	0.00	0	No	Mobile home	1986	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
237	FORBES DIANE M	00960007705200	10.27	0.00	0	No	Mobile home	1981	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
238	LIVINGSTON BARRY	00960007705300	10.27	0.00	0	No	Mobile home	1977	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
239	AYLING DIANE M	00960007705400	10.27	0.00	0	No	Mobile home	1975	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
240	ALFORD LINDA R	00960007705500	10.27	0.00	0	No	Mobile home	1983	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
241	BRENNER JOEL & FRIEDA	00960007705600	10.27	0.00	0	No	Mobile home	1979	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
242	SWARTHOUT STEVEN P	00960007705700	10.27	0.00	0	No	Mobile home	1983	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
243	VEST CAROLYN R	00960007705800	10.27	0.00	0	No	Mobile home	1981	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
244	HINDS CLIFTON R & NANCY J	00960007705900	10.27	0.00	0	No	Mobile home	1982	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
245	WILLS RICHARD L	00960007706000	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$15,000	\$15,000	///	\$5.50	\$0	\$15,000	\$15,000	\$0	\$0.00	\$0	\$0.00
246	DWYER DARLENE / DWYER CHRISTINE	00960007706100	10.27	0.00	0	No	Mobile home	1980	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
247	LAWRENCE RICHARD	00960007706400	10.27	0.00	0	No	Mobile home	1969	GC	///	\$5.00	\$0	\$3,000	\$3,000	///	\$5.50	\$0	\$3,000	\$3,000	\$0	\$0.00	\$0	\$0.00
248	VACANT SPACE	00960007706500	10.27	0.00	0	No	Mobile home	1997	GC	///	\$5.00	\$0	\$18,000	\$18,000	///	\$5.50	\$0	\$18,000	\$18,000	\$0	\$0.00	\$0	\$0.00
249	HIGLEY LINDA S	00960007706600	10.27	0.00	0	No	Mobile home	1970	GC	///	\$5.00	\$0	\$4,000	\$4,000	///	\$5.50	\$0	\$4,000	\$4,000	\$0	\$0.00	\$0	\$0.00
250	HUNT JAMES J	00960007706700	10.27	0.00	0	No	Mobile home	1974	GC	///	\$5.00	\$0	\$5,000	\$5,000	///	\$5.50	\$0	\$5,000	\$5,000	\$0	\$0.00	\$0	\$0.00
251	GENTRY DARYL K	00960007706800	10.27	0.00	0	No	Mobile home	1976	GC	///	\$5.00	\$0	\$5,000	\$5,000	///	\$5.50	\$0	\$5,000	\$5,000	\$0	\$0.00	\$0	\$0.00
252	CHASE FRANCILLE L	00960007706900	10.27	0.00	0	No	Mobile home	1978	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
253	WYATT DEBORAH	00960007707000	10.27	0.00	0	No	Mobile home	1998	GC	///	\$5.00	\$0	\$26,000	\$26,000	///	\$5.50	\$0	\$26,000	\$26,000	\$0	\$0.00	\$0	\$0.00
254	MACARI KATHRYN L	00960007707100	10.27	0.00	0	No	Mobile home	1981	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
255	HALL JAMES A & CAROLYN J	00960007707200	10.27	0.00	0	No	Mobile home	1976	GC	///	\$5.00	\$0	\$10,000	\$10,000	///	\$5.50	\$0	\$10,000	\$10,000	\$0	\$0.00	\$0	\$0.00
256	COLLINS JUDY	00960007707300	10.27	0.00	0	No	Mobile home	1978	GC	///	\$5.00	\$0	\$8,000	\$8,000	///	\$5.50	\$0	\$8,000	\$8,000	\$0	\$0.00	\$0	\$0.00
257	GRAHAM DORIS A	00960007707400	10.27	0.00	0	No	Mobile home	1993	GC	///	\$5.00	\$0	\$18,000	\$18,000	///	\$5.50	\$0	\$18,000	\$18,000	\$0	\$0.00	\$0	\$0.00

## City of Marysville 156th Street NE Overpass Project--Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
258	CHRYST MILTON & DIANNE	00960007707500	10.27	0.00	0	No	Mobile home	NA	GC	///	\$5.00	\$0	\$0	\$0	///	\$5.50	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
259	NEW ACCOUNT	00960007707600	10.27	0.00	0	No	Mobile home	N/A	GC	///	\$5.00	\$0	\$0	\$0	///	\$5.50	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0.00
260	NOE LINCOLN R	00960007703901	10.27	0.00	0	No	Mobile home	1992	GC	///	\$5.00	\$0	\$20,000	\$20,000	///	\$5.50	\$0	\$20,000	\$20,000	\$0	\$0.00	\$0	\$0.00
262	KLUG DORIS ANN	31053300201200	0.23	0.23	10,019	No	1,764	1964	GC	///	\$7.00	\$70,132	\$130,000	\$200,100	///	\$7.50	\$75,100	\$130,000	\$205,100	\$5,000	\$0.50	\$2,428	\$0.24
263	LALLEMAND FAMILY LP	31053300200900	0.49	0.49	21,344	No	None	N/A	GC	///	\$10.50	\$224,116	\$0	\$224,100	///	\$11.00	\$234,800	\$0	\$234,800	\$10,700	\$0.50	\$5,197	\$0.24
264	WILLIAMS RICHARD L	31053300201100	0.23	0.23	10,019	No	1,724	1964	GC	///	\$10.00	\$100,188	\$130,000	\$230,200	///	\$10.10	\$101,200	\$130,000	\$231,200	\$1,000	\$0.10	\$486	\$0.05
265	BENCHMARK RECOVERY INC.	31053300201000	0.19	0.20	8,712	No	1,508	1963	GC	///	\$5.00	\$43,560	\$165,000	\$208,600	///	\$5.50	\$47,900	\$165,000	\$212,900	\$4,300	\$0.49	\$2,088	\$0.24
266	RIVERVIEW COMMUNITY BANK	31053300204600	2.42	2.47	107,593	No	None	N/A	GC	///	\$4.50	\$484,169	\$0	\$484,200	///	\$4.60	\$494,900	\$0	\$494,900	\$10,700	\$0.10	\$5,197	\$0.05
267	CDI PROPERTIES LLC	31053300206100	1.41	1.41	61,420	No	14,844	2007	GC	///	\$5.00	\$307,098	\$725,000	\$1,032,100	///	\$5.10	\$313,200	\$725,000	\$1,038,200	\$6,100	\$0.10	\$2,963	\$0.05
268	OVERSIZE STORAGE LLC	01101300110200	0.05	0.12	5,319	No	2,200	2008	GC	///	\$4.75	\$25,267	\$113,000	\$138,300	///	\$4.85	\$25,800	\$113,000	\$138,800	\$500	\$0.00	\$243	\$0.00
269	OVERSIZE STORAGE LLC	01101300110300	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
270	OVERSIZE STORAGE LLC	01101300110400	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
271	OVERSIZE STORAGE LLC	01101300110500	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
272	OVERSIZE STORAGE LLC	01101300110600	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
273	OVERSIZE STORAGE LLC	01101300110700	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
274	OVERSIZE STORAGE LLC	01101300110800	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
275	OVERSIZE STORAGE LLC	01101300110900	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
276	OVERSIZE STORAGE LLC	11013000111000	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
277	OVERSIZE STORAGE LLC	01101300111100	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
278	OVERSIZE STORAGE LLC	01101300111200	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
279	OVERSIZE STORAGE LLC	01101300111300	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
280	OVERSIZE STORAGE LLC	01101300111400	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
281	OVERSIZE STORAGE LLC	01101300111500	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
282	OVERSIZE STORAGE LLC	01101300111600	0.02	0.04	1,741	No	720	2008	GC	///	\$4.75	\$8,269	\$37,000	\$45,300	///	\$4.85	\$8,400	\$37,000	\$45,400	\$100	\$0.00	\$49	\$0.00
283	OVERSIZE STORAGE LLC	01101300111700	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
284	OVERSIZE STORAGE LLC	01101300111800	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00

\* Not Adopted or Confirmed Pending Hearing on Appeal to City Council

## City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
285	OVERSIZE STORAGE LLC	01101300111900	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
286	OVERSIZE STORAGE LLC	01101300112000	0.02	0.04	1,959	No	810	2008	GC	///	\$4.75	\$9,303	\$41,000	\$50,300	///	\$4.85	\$9,500	\$41,000	\$50,500	\$200	\$0.00	\$97	\$0.00
287	OVERSIZE STORAGE LLC	01101300112100	0.02	0.06	2,551	No	1,055	2008	GC	///	\$4.75	\$12,117	\$54,000	\$66,100	///	\$4.85	\$12,400	\$54,000	\$66,400	\$300	\$0.00	\$146	\$0.00
288	OVERSIZE STORAGE LLC	01101300099900	0.41	0.41	17,958	No	None	N/A	GC	///	\$4.75	\$85,301	\$0	\$85,300	///	\$4.85	\$87,100	\$0	\$87,100	\$1,800	\$0.10	\$874	\$0.05
289	RIVERVIEW COMMUNITY BANK	31053300204900	4.10	4.77	207,781	No	None	N/A	OPEN	///	\$1.00	\$207,781	\$0	\$207,800	///	\$1.00	\$207,800	\$0	\$207,800	\$0	\$0.00	\$0	\$0.00
290	RIVERVIEW COMMUNITY BANK	31053300204800	4.86	4.77	207,781	No	None	N/A	GC	///	\$4.50	\$935,015	\$0	\$935,000	///	\$4.60	\$955,800	\$0	\$955,800	\$20,800	\$0.10	\$10,102	\$0.05
291	RIVERVIEW COMMUNITY BANK	31053300200200	4.40	5.00	217,800	No	None	N/A	OPEN	///	\$1.00	\$217,800	\$0	\$217,800	///	\$1.00	\$217,800	\$0	\$217,800	\$0	\$0.00	\$0	\$0.00
292	RIVERVIEW COMMUNITY BANK	31053300200600	5.11	5.00	217,800	No	None	N/A	GC	///	\$4.50	\$980,100	\$0	\$980,100	///	\$4.60	\$1,001,900	\$0	\$1,001,900	\$21,800	\$0.10	\$10,588	\$0.05
293	EHELBARGER PATRICK & MARILYN ET AL.	31053300100700	17.05	17.48	761,429	No	None	N/A	LI	///	\$2.00	\$1,522,858	\$0	\$1,522,900	///	\$2.05	\$1,560,900	\$0	\$1,560,900	\$38,000	\$0.05	\$18,456	\$0.02
294	EHELBARGER PATRICK & MARILYN ET AL.	31052800400300	38.74	40.00	1,742,400	No	None	N/A	LI	///	\$2.00	\$3,484,800	\$0	\$3,484,800	///	\$2.05	\$3,571,900	\$0	\$3,571,900	\$87,100	\$0.05	\$42,304	\$0.02
295	HERITAGE OPERATING LP	31053300100800	1.89	1.93	84,071	No	None	N/A	LI	///	\$5.00	\$420,354	\$0	\$420,400	///	\$5.05	\$424,600	\$0	\$424,600	\$4,200	\$0.05	\$2,040	\$0.02
296	HERITAGE OPERATING LP	31053300100900	0.97	0.97	42,253	No	1,596	1926	LI	///	\$6.00	\$253,519	\$120,000	\$373,500	///	\$6.05	\$255,600	\$120,000	\$375,600	\$2,100	\$0.05	\$1,020	\$0.02
297	DUE CLARENCE W	31053300100600	8.04	8.36	364,162	No	None	N/A	LI	///	\$3.70	\$1,347,398	\$0	\$1,347,400	///	\$3.75	\$1,365,600	\$0	\$1,365,600	\$18,200	\$0.05	\$8,840	\$0.02
298	EHELBARGER PATRICK & MARILYN ET AL.	31053300100400	0.41	0.50	21,780	No	None	N/A	LI	///	\$5.00	\$108,900	\$0	\$108,900	///	\$5.05	\$110,000	\$0	\$110,000	\$1,100	\$0.05	\$534	\$0.02
299	UMPQUA BANK	31053300100500	9.58	9.81	427,324	No	None	N/A	LI	///	\$2.50	\$1,068,309	\$0	\$1,068,300	///	\$2.55	\$1,089,700	\$0	\$1,089,700	\$21,400	\$0.05	\$10,394	\$0.02
300	DUE CLARENCE W	31053300101700	21.39	21.38	931,313	No	None	N/A	LI	///	\$2.70	\$2,514,545	\$0	\$2,514,500	///	\$2.75	\$2,561,100	\$0	\$2,561,100	\$46,600	\$0.05	\$22,633	\$0.02
301	PACIFIC CONTINENTAL BANK	31052800400400	38.60	40.00	1,742,400	No	1,116	1920	LI	///	\$1.70	\$2,962,080	\$50,000	\$3,012,100	///	\$1.75	\$3,049,200	\$50,000	\$3,099,200	\$87,100	\$0.05	\$42,304	\$0.02
302	GILL PROPERTIES I LLC	31053400201400	1.13	1.00	43,560	No	1,268	1939	LI	///	\$5.00	\$217,800	\$50,000	\$267,800	///	\$5.05	\$220,000	\$50,000	\$270,000	\$2,200	\$0.05	\$1,069	\$0.02
303	MAXWELL DANIEL J.	31053300100200	0.48	0.55	23,958	No	1,281	1961	LI	///	\$5.00	\$119,790	\$115,000	\$234,800	///	\$5.05	\$121,000	\$115,000	\$236,000	\$1,200	\$0.05	\$583	\$0.02
304	MUELLER LARRY A & TAMERA J	31053300100300	0.46	0.51	22,216	No	2,320	1966	LI	///	\$5.00	\$111,078	\$140,000	\$251,100	///	\$5.05	\$112,200	\$140,000	\$252,200	\$1,100	\$0.05	\$534	\$0.02
305	GLENMONT WINDWARD MARYSVILLE LLC	31053300101600	4.98	6.79	295,772	No	None	N/A	LI	///	\$3.00	\$887,317	\$20,000	\$907,300	///	\$3.05	\$902,100	\$20,000	\$922,100	\$14,800	\$0.05	\$7,188	\$0.02
306	WELLS WOODY R & CAROL J	31053300101800	4.89	5.02	218,671	No	1,728	1977	LI	///	\$3.00	\$656,014	\$100,000	\$756,000	///	\$3.05	\$666,900	\$100,000	\$766,900	\$10,900	\$0.05	\$5,294	\$0.02
307	BRUTUS ASSOCIATES LLC	31053400200600	36.79	36.51	1,590,376	No	None	N/A	LI	///	\$2.20	\$3,498,826	\$5,000	\$3,503,800	///	\$2.25	\$3,578,300	\$5,000	\$3,583,300	\$79,500	\$0.05	\$38,612	\$0.02



City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
308	EVAR MATTHEW J	31052700301000	1.80	1.73	75,359	No	None	N/A	LI	///	\$5.00	\$376,794	\$0	\$376,800	///	\$5.05	\$380,600	\$0	\$380,600	\$3,800	\$0.05	\$1,846	\$0.02
309	CRAFT WILLIAM & LYNDA	31053300100100	5.94	5.72	249,163	No	3,160	1984	LI	///	\$2.70	\$672,741	\$200,000	\$872,700	///	\$2.75	\$685,200	\$200,000	\$885,200	\$12,500	\$0.05	\$6,071	\$0.02
310	BRUTUS ASSOCIATES LLC	31053400200100	9.88	10.94	476,546	No	None	N/A	LI	///	\$2.00	\$953,093	\$0	\$953,100	///	\$2.05	\$976,900	\$0	\$976,900	\$23,800	\$0.05	\$11,559	\$0.02
311	ROBINETT LAND COMPANY LLC	31053400200200	0.64	0.77	33,541	No	None	N/A	LI	///	\$2.20	\$73,791	\$0	\$73,800	///	\$2.25	\$75,500	\$0	\$75,500	\$1,700	\$0.05	\$826	\$0.02
312	GITSCHLAG MICHAEL & GEIS BRENDA L	31053400201200	0.65	0.58	25,265	No	1,374	1968	LI	///	\$2.20	\$55,583	\$125,000	\$180,600	///	\$2.25	\$56,800	\$125,000	\$181,800	\$1,200	\$0.05	\$583	\$0.02
313	NAKKEN LONA LEE	31053400201100	0.75	0.70	30,492	No	1,404	1920	LI	///	\$5.00	\$152,460	\$95,000	\$247,500	///	\$5.05	\$154,000	\$95,000	\$249,000	\$1,500	\$0.05	\$729	\$0.02
* 314	STEINER FARMS LLC	31052700300900	20.46	20.00	871,200	No	None	N/A	LI	///	\$1.75	\$1,524,600	\$0	\$1,524,600	///	\$1.80	\$1,568,200	\$0	\$1,568,200	\$43,600	\$0.05	\$21,176	\$0.02
* 315	STEINER FARMS LLC	31052700300500	36.89	37.27	1,623,481	No	None	N/A	LI	///	\$1.75	\$2,841,092	\$0	\$2,841,100	///	\$1.80	\$2,922,300	\$0	\$2,922,300	\$81,200	\$0.05	\$39,438	\$0.02
316	ARLINGTON TL ASSOCIATES	31053400200300	6.08	6.03	262,667	No	None	N/A	LI	///	\$2.00	\$525,334	\$0	\$525,300	///	\$2.05	\$538,500	\$0	\$538,500	\$13,200	\$0.05	\$6,411	\$0.02
* 317	STEINER FARMS LLC	31052700300800	9.31	9.27	403,801	No	None	N/A	LI	///	\$1.75	\$706,652	\$0	\$706,700	///	\$1.80	\$726,800	\$0	\$726,800	\$20,100	\$0.05	\$9,762	\$0.02
318	ARLINGTON TL ASSOCIATES	31053400200500	1.42	1.42	61,855	No	None	N/A	LI	///	\$2.00	\$123,710	\$0	\$123,700	///	\$2.05	\$126,800	\$0	\$126,800	\$3,100	\$0.05	\$1,506	\$0.02
319	ARLINGTON TL ASSOCIATES	31053400200400	19.37	18.55	808,038	No	None	N/A	LI	///	\$2.00	\$1,616,076	\$0	\$1,616,100	///	\$2.05	\$1,656,500	\$0	\$1,656,500	\$40,400	\$0.05	\$19,622	\$0.02
320	LLC EVERETT I	31053300204100	1.10	1.25	54,450	No	None	N/A	LI	///	\$5.00	\$272,250	\$0	\$272,300	///	\$5.05	\$275,000	\$0	\$275,000	\$2,700	\$0.05	\$1,311	\$0.02
321	SMOKEY POINT INVESTMENTS LLC	31053300302700	3.60	2.95	128,502	No	None	N/A	LI	///	\$4.00	\$514,008	\$0	\$514,000	///	\$4.05	\$520,400	\$0	\$520,400	\$6,400	\$0.05	\$3,108	\$0.02
322	SMOKEY POINT INVESTMENTS LLC	31053300300300	1.27	1.00	43,560	No	None	N/A	LI	///	\$5.00	\$217,800	\$0	\$217,800	///	\$5.10	\$222,200	\$0	\$222,200	\$4,400	\$0.10	\$2,137	\$0.05
323	SMOKEY POINT INVESTMENTS LLC	31053300300900	5.56	4.88	212,573	No	None	N/A	LI	///	\$5.00	\$1,062,864	\$0	\$1,062,900	///	\$5.05	\$1,073,500	\$0	\$1,073,500	\$10,600	\$0.05	\$5,148	\$0.02
324	UNDI ROLAND O	31053300301000	4.77	4.88	212,573	No	None	N/A	LI	///	\$5.00	\$1,062,864	\$0	\$1,062,900	///	\$5.05	\$1,073,500	\$0	\$1,073,500	\$10,600	\$0.05	\$5,148	\$0.02
325	U & S PROPERTIES LLC	31053300302600	4.03	3.88	169,013	No	None	N/A	LI	///	\$5.00	\$845,064	\$0	\$845,100	///	\$5.05	\$853,500	\$0	\$853,500	\$8,400	\$0.05	\$4,080	\$0.02
326	U & S PROPERTIES LLC	31053300301100	0.85	1.00	43,560	No	None	N/A	LI	///	\$5.00	\$217,800	\$0	\$217,800	///	\$5.10	\$222,200	\$0	\$222,200	\$4,400	\$0.10	\$2,137	\$0.05
327	SMOKEY POINT INVESTMENTS LLC	31053300301900	1.08	1.01	43,996	No	None	N/A	LI	///	\$5.00	\$219,978	\$0	\$220,000	///	\$5.10	\$224,400	\$0	\$224,400	\$4,400	\$0.10	\$2,137	\$0.05
328	SMOKEY POINT INVESTMENTS LLC	31053300302300	1.05	1.07	46,609	No	None	N/A	LI	///	\$5.00	\$233,046	\$0	\$233,000	///	\$5.05	\$235,400	\$0	\$235,400	\$2,400	\$0.05	\$1,166	\$0.03
329	NORTHWEST FARM FOOD COOP	31053300202800	8.05	7.82	340,639	No	None	N/A	LI	///	\$5.00	\$1,703,196	\$0	\$1,703,200	///	\$5.05	\$1,720,200	\$0	\$1,720,200	\$17,000	\$0.05	\$8,257	\$0.02
330	SMOKEY POINT INVESTMENTS LLC	31053300203000	4.58	4.53	197,327	No	None	N/A	LI	///	\$5.00	\$986,634	\$0	\$986,600	///	\$5.05	\$996,500	\$0	\$996,500	\$9,900	\$0.05	\$4,808	\$0.02

\* Not Adopted or Confirmed Pending Hearing on Appeal to City Council

## City of Marysville 156th Street NE Overpass Project--Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment					
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF
331	CANNON GGC LLC	31053300202500	1.20	1.17	50,965	No	None	N/A	LI	///	\$5.00	\$254,826	\$0	\$254,800	///	\$5.05	\$257,400	\$0	\$257,400	\$2,600	\$0.05	\$1,263	\$0.02
332	HANAUER GERARD L	31053300301500	3.24	3.10	135,036	No	None	N/A	LI	///	\$4.00	\$540,144	\$0	\$540,100	///	\$4.05	\$546,900	\$0	\$546,900	\$6,800	\$0.05	\$3,303	\$0.02
333	SMOKEY POINT INVESTMENTS LLC	31053300203100	4.31	4.98	216,929	No	None	N/A	LI	///	\$5.00	\$1,084,644	\$0	\$1,084,600	///	\$5.05	\$1,095,500	\$0	\$1,095,500	\$10,900	\$0.05	\$5,294	\$0.02
334	PACIFIC INDUSTRIAL PARK LP I	00691900000100	2.95	2.96	128,938	No	39,600	1999	LI	///	\$5.00	\$644,688	\$2,110,000	\$2,754,700	///	\$5.05	\$651,100	\$2,110,000	\$2,761,100	\$6,400	\$0.05	\$3,108	\$0.02
335	PACIFIC INDUSTRIAL PARK LP I	00691900000400	1.28	1.25	54,450	No	22,500	1998	LI	///	\$5.00	\$272,250	\$1,300,000	\$1,572,300	///	\$5.05	\$275,000	\$1,300,000	\$1,575,000	\$2,700	\$0.05	\$1,311	\$0.02
336	GRIMM STEWART LLC	31053300203500	4.39	4.54	197,762	No	27,500	1999	LI	///	\$4.50	\$889,931	\$1,400,000	\$2,289,900	///	\$4.55	\$899,800	\$1,400,000	\$2,299,800	\$9,900	\$0.05	\$4,808	\$0.02
337	HANAUER GERARD L	31053300302400	3.15	3.17	138,085	No	81,540	1967, 1970, 1971, 1979	LI	///	\$4.00	\$552,341	\$2,640,000	\$3,192,300	///	\$4.05	\$559,200	\$2,640,000	\$3,199,200	\$6,900	\$0.05	\$3,351	\$0.02
338	HANAUER GERARD L	31053300302800	2.91	2.75	119,790	No	None	N/A	LI	///	\$4.00	\$479,160	\$0	\$479,200	///	\$4.05	\$485,100	\$0	\$485,100	\$5,900	\$0.05	\$2,866	\$0.02
339	CITY OF MARYSVILLE	31053300300200	8.80	9.07	395,089	No	None	N/A	LI	///	\$3.00	\$1,185,268	\$0	\$1,185,300	///	\$3.00	\$1,185,300	\$0	\$1,185,300	\$0	\$0.00	\$0	\$0.00
340	U & S PROPERTIES LLC	31053300301200	4.84	4.80	209,088	No	7,560	2001	LI	///	\$5.00	\$1,045,440	\$600,000	\$1,645,400	///	\$5.05	\$1,055,900	\$600,000	\$1,655,900	\$10,500	\$0.05	\$5,100	\$0.02
341	CITY OF MARYSVILLE	31053300206300	0.60	0.60	26,136	No	None	N/A	LI	///	\$2.00	\$52,272	\$0	\$52,300	///	\$2.00	\$52,300	\$0	\$52,300	\$0	\$0.00	\$0	\$0.00
342	LLC EVERETT I	31053300202200	1.05	1.07	46,609	No	1,872	1943 & 1970	LI	///	\$7.00	\$326,264	\$50,000	\$376,300	///	\$7.25	\$337,900	\$50,000	\$387,900	\$11,600	\$0.25	\$5,634	\$0.12
343	ROUNDHILL INVESTMENTS LLC	31053300202300	2.34	2.36	102,802	No	1,100	1921	LI	///	\$6.00	\$616,810	\$0	\$616,800	///	\$6.15	\$632,200	\$0	\$632,200	\$15,400	\$0.15	\$7,480	\$0.07
344	CANNON GGC LLC	31053300202400	2.22	2.14	93,218	No	2,540	1957	LI	///	\$6.00	\$559,310	\$40,000	\$599,300	///	\$6.15	\$573,300	\$40,000	\$613,300	\$14,000	\$0.15	\$6,800	\$0.07
345	CANNON GC EXEMPT LLC	31053300300600	0.38	0.43	18,731	No	None	N/A	LI	///	\$6.00	\$112,385	\$0	\$112,400	///	\$6.10	\$114,300	\$0	\$114,300	\$1,900	\$0.10	\$923	\$0.05
346	CANNON GC EXEMPT LLC	31053300201500	1.05	1.06	46,174	No	752	1924	LI	///	\$6.00	\$277,042	\$10,000	\$287,000	///	\$6.10	\$281,700	\$10,000	\$291,700	\$4,700	\$0.10	\$2,283	\$0.05
347	BAUER PROPERTIES LLC	31053300300500	0.94	1.12	48,787	No	None	N/A	LI	///	\$7.00	\$341,510	\$0	\$341,500	///	\$7.10	\$346,400	\$0	\$346,400	\$4,900	\$0.10	\$2,380	\$0.05
348	LARK FAMILY LTD PRTNRSH	31053300203200	17.66	18.48	804,989	No	None	N/A	LI	///	\$2.70	\$2,173,470	\$0	\$2,173,500	///	\$2.75	\$2,213,700	\$0	\$2,213,700	\$40,200	\$0.05	\$19,525	\$0.02
349	BRUTUS ASSOCIATES LLC	31053400300300	10.18	12.73	554,519	No	None	N/A	LI	///	\$1.00	\$554,519	\$0	\$554,500	///	\$1.05	\$582,200	\$0	\$582,200	\$27,700	\$0.05	\$13,454	\$0.02
350	BRUTUS ASSOCIATES LLC	31053400200900	26.52	25.07	1,092,049	No	None	N/A	LI	///	\$1.50	\$1,638,074	\$0	\$1,638,100	///	\$1.55	\$1,692,700	\$0	\$1,692,700	\$54,600	\$0.05	\$26,519	\$0.02
351	BRUTUS ASSOCIATES LLC	31053400201300	1.74	2.73	118,919	No	None	N/A	LI	///	\$1.50	\$178,378	\$0	\$178,400	///	\$1.55	\$184,300	\$0	\$184,300	\$5,900	\$0.05	\$2,866	\$0.02
352	QUINN DENNIS W & SANDRA	31053400201000	7.86	7.40	322,344	No	1,916	1947	LI	///	\$1.50	\$483,516	\$135,000	\$618,500	///	\$1.55	\$499,600	\$135,000	\$634,600	\$16,100	\$0.05	\$7,820	\$0.02
353	BRUTUS ASSOCIATES LLC	31053400200700	37.11	34.35	1,496,286	No	3,057	1934 & 1943	LI	///	\$2.00	\$2,992,572	\$125,000	\$3,117,600	///	\$2.05	\$3,067,400	\$125,000	\$3,192,400	\$74,800	\$0.05	\$36,330	\$0.02
354	BRUTUS ASSOCIATES LLC	31053400200800	3.22	3.48	151,589	No	None	N/A	LI	///	\$2.00	\$303,178	\$0	\$303,200	///	\$2.05	\$310,800	\$0	\$310,800	\$7,600	\$0.05	\$3,691	\$0.02
355	JOHN MARSHALL PROPERTIES LLC	31053300301300	4.16	3.95	172,062	No	None	N/A	LI	///	\$6.00	\$1,032,372	\$0	\$1,032,400	///	\$6.05	\$1,041,000	\$0	\$1,041,000	\$8,600	\$0.05	\$4,177	\$0.02
356	SMOKEY POINT INVESTMENTS LLC	31053300301600	1.18	1.12	48,787	No	2,755	1962	LI	///	\$6.00	\$292,723	\$227,200	\$519,900	///	\$6.05	\$295,200	\$227,200	\$522,400	\$2,500	\$0.05	\$1,214	\$0.02

City of Marysville 156th Street NE Overpass Project---Recommended Final Assessments

Property Data										Without LID				With LID				Special Benefit/Recommended Final Assessment						
Map No.	Ownership	Tax Parcel No.	Gross Land (Acres)	Land Area (Acres)	Land Area (SF)	Wetland-Buffer Area	Total Improvements SF	Year Built	Zoning		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value		Land Value Per SF	Land Value	ECV Improvements	Probable Market Value	Special Benefit	Special Benefit Per SF	Assessment	Assessment Per SF	
357	ZANDECKI WALLY	31053300301700	2.45	2.28	99,317	No	4,601	1980 & 1947	LI	///	\$6.00	\$595,901	\$46,000	\$641,900	///	\$6.05	\$600,900	\$46,000	\$646,900	\$5,000	\$0.05	\$2,428	\$0.02	
358	UNDI FAMILY LLC	31053300301400	31.73	30.46	1,326,838	No	225,380	1959 - 2004	LI	///	\$3.50	\$4,643,932	\$7,025,000	\$11,668,900	///	\$3.55	\$4,710,300	\$7,025,000	\$11,735,300	\$66,400	\$0.05	\$32,250	\$0.02	
359	UNDI FAMILY LLC	31053300302900	5.37	5.24	228,254	No	None	N/A	LI	///	\$3.50	\$798,890	\$0	\$798,900	///	\$3.55	\$810,300	\$0	\$810,300	\$11,400	\$0.05	\$5,537	\$0.02	
360	DUE CLARENCE W	31053300302000	5.43	5.43	236,531	No	2,448	1959	LI	///	\$2.50	\$591,327	\$55,000	\$646,300	///	\$2.55	\$603,200	\$55,000	\$658,200	\$11,900	\$0.05	\$5,780	\$0.02	
361	CITY OF MARYSVILLE	31053300300100	18.98	19.68	857,261	No	None	N/A	LI	///	\$2.00	\$1,714,522	\$0	\$1,714,500	///	\$2.00	\$1,714,500	\$0	\$1,714,500	\$0	\$0.00	\$0	\$0.00	
368	UNDI DEVELOPMENT LLC	31052900200200	4.69	4.37	190,357	No	None	N/A	GC	///	\$15.00	\$2,855,358	\$0	\$2,855,400	///	\$15.50	\$2,950,500	\$0	\$2,950,500	\$95,100	\$0.50	\$46,189	\$0.24	
369	UNDI DEVELOPMENT LLC	31052900200300	4.37	4.69	204,296	No	None	N/A	GC	///	\$14.00	\$2,860,150	\$0	\$2,860,100	///	\$14.25	\$2,911,200	\$0	\$2,911,200	\$51,100	\$0.25	\$24,819	\$0.12	
500	CITY OF MARYSVILLE	31052900402400	0.38	0.38	16,553	No	None	N/A	GC	///	\$1.00	\$16,553	\$0	\$16,600	///	\$1.00	\$16,600	\$0	\$16,600	\$0	\$0.00	\$0	\$0.00	
501	CITY OF MARYSVILLE	31052900402300	0.48	0.48	20,909	No	None	N/A	CB	///	\$1.00	\$20,909	\$0	\$20,900	///	\$1.00	\$20,900	\$0	\$20,900	\$0	\$0.00	\$0	\$0.00	
502	GLENMONT WINDWARD MSYVLE NRTHPOINTE LLC	31053300303000	4.69	4.69	204,491	No	None	N/A	GC	///	\$1.00	\$204,491	\$0	\$204,500	///	\$1.00	\$204,500	\$0	\$204,500	\$0	\$0.00	\$0	\$0.00	
503	DUE CLARENCE W	31053300303100	23.32	23.32	1,015,861	No	None	N/A	GC	///	\$2.50	\$2,539,653	\$0	\$2,539,700	///	\$2.55	\$2,590,400	\$0	\$2,590,400	\$50,700	\$0.05	\$24,625	\$0.02	
Adjustment																						\$139,202		
Appeals																							\$193,208	
<b>TOTALS</b>			<b>2,307.90</b>	<b>1,540.88</b>	<b>67,121,016</b>						<b>\$4.08</b>	<b>\$274,088,537</b>	<b>\$130,120,100</b>	<b>\$404,209,200</b>	///	<b>\$4.34</b>	<b>\$291,150,200</b>	<b>\$130,120,100</b>	<b>\$421,270,300</b>	<b>\$17,061,100</b>	<b>\$0.25</b>	<b>\$8,425,623</b>	<b>\$0.13</b>	

Revised \$8,093,213 Revised

\* Not Adopted or Confirmed Pending Hearing on Appeal to City Council

## CERTIFICATION

I, the undersigned, Deputy City Clerk of the City of Marysville, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on February 24, 2014, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is February 24, 2014.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: February 24, 2014.

CITY OF MARYSVILLE, WASHINGTON

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April O’Brien, Deputy City Clerk

## Chapter 3.60 LOCAL IMPROVEMENTS, SPECIAL ASSESSMENTS AND LID HEARING PROCESS

### Sections:

- 3.60.010 Local improvements.
- 3.60.115 Time of payment – Interest – Penalties.
- 3.60.140 Segregation of assessments.
- 3.60.150 Foreclosure of delinquent assessments.
- 3.60.170 Acceleration of installments – Attorney's fees.
- 3.60.220 LID hearing process.

### **3.60.010 Local improvements.**

Whenever the public interest or convenience may require, the city council of the city of Marysville may order a local improvement to be constructed and may levy and collect special assessments on property specially benefited thereby to pay the whole or any part of the expense thereof. All such projects, and the financing of the same, shall comply with Chapters 35.43 through 35.56 RCW and the provisions of this chapter. All references herein to local improvement districts shall also be construed to apply to utility local improvement districts. (Ord. 2937 § 2, 2013; Ord. 1275 § 1, 1983; Ord. 818 § 1, 1974).

### **3.60.115 Time of payment – Interest – Penalties.**

The city council, by ordinance, shall prescribe the period of time over which local improvement assessments or installments thereof shall be paid. That ordinance shall also provide for the payment and collection of interest on the unpaid balance of the assessments at a rate to be fixed by the city council. Any installment or interest not paid on or before the due date for the same shall be considered delinquent, and shall be increased by a penalty charge of eight percent. (Ord. 2937 § 2, 2013; Ord. 1308 § 2, 1983).

### **3.60.140 Segregation of assessments.**

Whenever any land against which there has been levied a special assessment by the city of Marysville has been sold in part or subdivided, the city council shall have the power to order a segregation of such assessment pursuant to RCW 35.44.410. Such segregations shall be conditioned upon the following:

- (1) A finding by the city council that the segregation will not jeopardize the security of the city's assessment lien;
- (2) Payment by the applicant of the applicable fee and costs as set forth in MMC 14.07.005 for every assessment unit created by the segregation. (Ord. 2937 § 2, 2013; Ord. 2106 § 4, 1996; Ord. 1016, 1978).

### **3.60.150 Foreclosure of delinquent assessments.**

If, on the first day of January, in any year, two installments of any local improvement assessment are delinquent, or if the final installment thereof has been delinquent for more than one year, the city attorney is authorized to commence foreclosure proceedings on the delinquent assessment or delinquent installments by an appropriate action on behalf of the city in Snohomish County superior court. The foreclosure proceeding shall be in accordance with the provisions of Chapter 35.50 RCW, as now exists or as may hereafter be amended. Such foreclosure proceedings shall be commenced on or before June 1st of each year. (Ord. 2937 § 2, 2013; Ord. 1275 § 3, 1983).

### **3.60.170 Acceleration of installments – Attorney’s fees.**

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When any local improvement district or utility local improvement district assessment is payable in installments, upon failure to pay any installment due, the assessment shall become immediately due and payable, and the collection thereof shall be enforced by foreclosure. (Ord. 2937 § 2, 2013; Ord. 1275 § 3, 1983).

### **3.60.220 LID hearing process.**

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(1) In accordance with RCW 35.44.070, the city council may designate an LID hearing examiner or other officer (“LID hearing examiner”) to conduct the public hearing required for the final assessment roll for any local improvement district of the city. In the resolution setting the date, time and place for the public hearing, the city council may establish guidelines for the LID hearing examiner, including a schedule for submitting his or her recommendations to the city council and other matters as may be consistent with state law governing the confirmation of an assessment roll. The LID hearing examiner may establish procedures for conduct of such hearing consistent with state law and the Marysville Municipal Code.

(2) Following an assessment roll hearing, the LID hearing examiner shall file a written report (including findings and recommendations) with the city clerk within a period to be specified by the city council. Within five business days of receiving such report, the city clerk shall mail notice that the report has been filed to any person who filed a request for special notice of the report or written protest at or prior to the public hearing on the assessment roll in accordance with RCW 35.44.080. A copy of the LID hearing examiner’s report will be available to the public in the office of the city clerk.

(3) If the council designates an LID hearing examiner to conduct the public hearing on an assessment roll, the following procedures are established for an appeal to the city council by any person protesting a finding or recommendation made by the LID hearing examiner regarding the assessment roll:

(a) An appeal may be filed only by a party who timely submitted a written protest to the assessment roll at or prior to the assessment roll hearing. The notice of appeal shall state clearly (i) the number of the local improvement district, (ii) the appellant’s name, address, LID parcel number and the name and address of the appellant’s attorney or other agent, if any, (iii) the recommendation being appealed, (iv) the error of fact, law, or procedure alleged to have been made by the hearing examiner and the effect of the alleged error on the recommendation, and (v) the redress sought by the appellant. The notice of appeal shall be filed with the city clerk, together with a fee of \$100.00, no later than the fourteenth day after the day upon which the report of the hearing examiner is mailed by the city clerk.

(b) Upon the filing of a notice of appeal, the city clerk shall promptly notify the city attorney and furnish a copy of the notice to the city council and the LID hearing examiner. Within 14 days following the last date for filing of a notice of appeal, the city council shall set a time and place for a hearing on the appeal(s), provided the time shall be as soon as practicable in order to avoid accumulating additional interest on any obligations of the local improvement district. The city clerk shall promptly mail notice to the appellant of the time and place for the hearing on the appeal.

(c) Review by the city council on appeal shall be limited to and shall be based solely on the record from the public hearing; provided, however, that the city council may permit oral or written arguments or comments when confined to the content of the record of the hearing below. No new evidence may be presented. Written

arguments shall not be considered unless filed with the city council at least two business days prior to the hearing on appeal, and the city council may determine the appeal on the record, with or without argument.

(d) In respect to the matter appealed, the city council may adopt or reject, in whole or in part, the findings and recommendations of the LID hearing examiner or officer or make such other disposition of the matter as is authorized by RCW 35.44.100. The city council shall reduce its determination to writing, file the original in the record of the local improvement district, and transmit a copy of the same to the appellant. No ordinance confirming an assessment roll may be enacted by the city council until the city council rules on all appeals. Upon ruling on all appeals, the city council shall confirm the assessment roll by ordinance.

(e) Any appeal from a decision of the city council regarding any assessment may be made to the superior court within the time and in the manner provided by law. (Ord. 2937 § 2, 2013).

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**The Marysville Municipal Code is current through Ordinance 2952, passed January 13, 2014.**

Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

# *Index #7*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 24, 2014**

<b>AGENDA ITEM:</b> Comeford Park Spray Park Equipment Purchase	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Equipment Quotation- Northwest Playground Equipment Inc.	
<b>BUDGET CODE:</b> 31000076-563000 P1201	<b>AMOUNT:</b> \$91,439.60

**SUMMARY:**

The Comeford Park Spray Park project approved by the City Council in the 2014 Budget provides that the Owner (City) will provide all water fixtures and related controls to the Contractor. The attached list of equipment provided through Northwest Playground Equipment Inc. contains all elements required for the spray parks operating system. All equipment is provided by a single vendor from the National Purchasing Partners Purchasing Contract. The total cost of equipment including shipping and purchasing contract discounts is \$84,121.06 plus tax of \$7318.53 for a total of \$91,439.60

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the Purchase Agreement with Northwest playground Equipment Inc. in the amount of \$91,439.60 for equipment for the Spray Park project at Comeford Park.



Northwest Playground Equipment, Inc.

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PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 313-9194
Email: eric@nwplayground.com

QUOTE

To: Comeford Park Spray Park - W13847-1-D
6915 Armar Road
Marysville, WA 98270

Quote # EA02122014-1
Date: 2/12/2014

Contact Name: Jim Ballew: CO Patrik Dylan - ECCO's Design Phone: 360.419.7400
Email: patrik@eccosdesign.com Fax:

Table with columns: Item #, Qty, Description, Price, Total Price. Includes equipment items like 05-0509, W13847-ST, W086C, etc.

Summary table with columns: Description, Price. Includes Equipment Subtotal, National Purchasing Partners Purchasing Contract Discount, Additional Northwest Playground Equipment, Inc., Freight, and Equipment Total (less tax).

INSTALLATION

Installation is Not Provided

N/A

\*\*Please Note Exclusions on Page 2 of the Quote

Credit card fee 0 Payment by Credit Card?
Location Code: 3111

Summary table with columns: Description, Price. Includes Installation Total, CC Fee, Tax, and ORDER TOTAL.

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

(Please be sure you have read, signed and understand the Terms and Conditions on Page 2 of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Eric Arneson

Eric Arneson

Customer Signature

Date

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.



**Northwest Playground Equipment, Inc.**

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 313-9194  
Email: sales@nwplayground.com

**Project Name:**           Comeford Park Spray Park - W13847-1-D          

**Quote #**           EA02122014-1          

**TERMS AND CONDITIONS**

**QUOTE CONDITIONS AND ACCEPTANCE:**

*This quote is only valid for 30 days.*  
Orders placed or requested for delivery after 30 days are subject to price increases.  
It is the Buyer's responsibility to verify quantities and description of items quoted.  
Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

**EXCLUSIONS:** Unless specified, this quote specifically **excludes** all of the following:

- Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees
- Performance/Payment Bonds
- Site work and landscaping
- Removal of existing equipment
- Unloading; Receiving of inventory or equipment; Storage of equipment
- Equipment assembly and/or installation
- Safety surfacing; Borders or drainage requirements

**FREIGHT AND DELIVERY:**

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.  
Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.  
Buyer is responsible to meet and provide a minimum of 2 persons to unload truck  
A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.  
Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.  
Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the Buyer's financial responsibility.  
Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.  
Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.  
A reconignment fee will be charged for any changes made to delivery address after order has been placed.

**TAXES:**

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

**MAINTENANCE/WARRANTY:**

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.  
Northwest Playground Equipment offers no additional warranties.  
Maintenance of the equipment and safety surfacing is the responsibility of the customer.  
Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

**INSTALLATION: (if applicable)**

A private locate service for underground utilities must be completed before your scheduled installation.  
Site must be level and free of loose debris (this includes ground cover/chips).  
A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.  
An onsite dumpster must be provided for disposal of packaging materials.  
Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.  
Arrangements must be made in advance for the removal/disposal of existing equipment.  
Additional charges may apply if large rocks or concrete are found beneath the surface.  
Access to power and water must be available.  
Site supervision is quoted in 8-hour days.

**Acceptance of Terms & Conditions**

*Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.*

Eric Arneson

Eric Arneson

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

*Thank you for choosing Northwest Playground Equipment, Inc for your  
Park, Playground, Shelter and Sports Equipment requirements.*