



MARYSVILLE
WASHINGTON

REGULAR MEETING
MONDAY, FEBRUARY 13, 2023 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Mayor's Volunteer of the Month

Audience Participation

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

- 1. January 23, 2023 Council Meeting Minutes
[01.23.2023 Meeting Minutes](#)

Consent

- 2. December 31, 2022 (B) Claims in the Amount of \$2,289,887.06 Paid by EFT Transactions and Check Numbers 160100 through 160233
[123122B.rf](#)
- 3. December 31, 2022 (C) Claims in the Amount of \$3,679,835.75 Paid by EFT

Transactions and Check Numbers 160331 through 160499

[123122C.rtf](#)

4. January 10, 2022 Payroll in the Amount of \$1,879,723.02 Paid by EFT Transactions and Check Numbers 34249 through 34179
5. January 11, 2023 Claims in the Amount of \$212,156.76 Paid by EFT Transactions and Check Numbers 160234 through 160284
[011123.rtf](#)
6. January 18, 2023 Claims in the Amount of \$265,630.48 Paid by EFT Transactions and Check Numbers 160285 through 160330 with Check Number 157840 Voided
[011823.rtf](#)
7. January 25, 2023 Payroll in the Amount of \$1,650,155.93 Paid by EFT Transactions and Check Numbers 34262 through 34274
8. January 25, 2023 Claims in the Amount of \$263,427.57 Paid by EFT Transactions and Check Numbers 160574, 160575, 160576, 160618 through 160658
[012523.rtf](#)
9. February 1, 2023 Claims in the Amount of \$1,736,716.25 Paid by EFT Transactions and Check Numbers 160659 through 160794 with Check Numbers 160144, 160423, 160577 through 160617 Voided
[020123.rtf](#)
10. Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement (PA20060)

Recommended Motion: I move to authorize the mayor to sign the Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement.

[Tempoary Turn Around Easement-Sather Farms Phase 1-PA20060.pdf](#)
[Sather Farms Phase 1 Plat Map-PA20060.pdf](#)

11. Professional Services Agreement with Snohomish County for Marysville Visitor Analytics

Recommended Motion: I move to authorize Mayor Nehring to execute the 2023 professional services agreement with Snohomish County for Marysville visitor analytics.

[2023 Professional Services Agreement - Visitor Analytics.pdf](#)

12. Local Agency Federal Aid Project Prospectus and Local Agency Agreement (LAA) Supplement with WSDOT for the 88th ST NE Corridor Improvement Project – Phase 1

Recommended Motion: I move to authorize the Mayor to execute Local Agency Agreement No. LA10348 Supplement No. 1 with WSDOT and associated Local

Agency Federal Aid Project Prospectus thereby securing right-of-way funds for the 88th St NE Corridor Improvements Project – Phase 1.

[LAA_SUPP 1_PHASE 1_88th ROW_12-05-22.pdf](#)

[PROSPECTUS_PHASE 1_11-15-22.pdf](#)

13. Supplemental Agreement No. 2 to the Professional Services Agreement with Gray and Osborne, Inc. for Design of the Armar Road Retrofit Project

Recommended Motion: I move to authorize the Mayor to execute Supplemental Agreement No. 2 to the Professional Services Agreement with Gray and Osborne, Inc. for Design of the Armar Road Retrofit Project in the amount of \$92,050, for a total contract amount of \$135,191 and to extend the contract terms through December 31, 2023.

[Gray and Osborne Supplement No 2_Armar Rd.pdf](#)

14. Supplemental Agreement No. 4 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Project

Recommended Motion: I move to authorize the Mayor to execute Supplemental Agreement No. 4 to the Professional Services Agreement with HDR, Inc. for the 88th ST NE Corridor Project in the amount of \$197,391.33, for a total contract amount of \$2,196,436.53, and to extend the contract terms through December 31, 2024.

[HDR Supp4_88th_ROW support_02-23-23.pdf](#)

Review Bids

Public Hearings

New Business

15. An **Ordinance** amending the Public Notice Requirements for Land Use Applications

Recommended Motion: I move to adopt Ordinance No. _____.

[Memo, Ordinance & Exhibits - Public Notice Amendments](#)

16. An **Ordinance** adding definitions for Open Space Active and Open Space Passive and amending the Open Space requirements for Planned Residential Developments and Residential Density Incentives provisions

Recommended Motion: I move to adopt Ordinance No. _____.

[Memo, Ordinance and Exhibits - RDI and PRD Open Space Amendments](#)

17. An **Ordinance** to adopt Planning Commission's recommendation related to code amendments proposed for MMC Chapter 22C.160, Signs, and MMC Chapter 22A.020, Definitions

Recommended Motion: I move to adopt Ordinance No. _____.

[01-Temporary Sign Guidelines.pdf](#)

[02-PC DRAFT Minutes-012423.docx.pdf](#)

[03-PC Recommendation-Temporary Signs-CA22001.pdf](#)

[04-Ordinance1-FINAL-Sign Code Amendment-CA22001.pdf](#)
[05-Ordinance2-FINAL-Sign Code Amendments-CA22001.pdf](#)

18. An **Ordinance** amending the 2023-2024 Biennial Budget and providing for the establishment of pay classifications and grades or ranges as budgeted for in Ordinance No. 3239 *

Recommended Motion: I move to adopt Ordinance No. _____.
[2023-2024 Biennial Budget Amendment Ordinance.docx](#)

19. Services Agreement with Mayors and Business Leaders for Public Safety, Inc.*

Recommended Motion: I move to authorize the council president to sign and execute the agreement with the Mayors and Business Leaders for Public Safety, Inc.

[Mayors and Business Leaders Agreement 2-9-23.docx](#)

[Mayors and Business Leaders for Public Safety - Articles of Incorporation - Review Copy \(003\).pdf](#)

[Mayors and Business Leaders for Public Safety - Bylaws - Review Copy \(002\).pdf](#)

20. Contract Award with FieldTurf USA, Inc. for the Strawberry Fields Turf Project *

Recommended Motion: I move to authorize the Mayor to execute the contract with FieldTurf USA, Inc. in the amount of \$1,664,535.64 to install an artificial turf soccer field and approve a management reserve of \$166,453.56 for a total allocation of \$1,830,989.20.

[Field Turf USA_CONTRACT_Strawberry Fields Athletic Complex_combined.pdf](#)

Legal

Mayor's Business

21. Appointment of Hotel/Motel Tourism Grant Committee

Recommended Motion: I move to authorize Mayor Nehring to appoint Eric Moeser, Rian White, Mary Kirkland and Ivonne Sepulveda to the Hotel/Motel Tourism Grant Committee.

[Appointment - Eric Moeser.doc](#)

[Appointment - Rian White.doc](#)

[Appointment - Mary Kirkland.doc](#)

[Appointment - Ivonne Sepulveda.doc](#)

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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 business days prior to the meeting date if any special accommodations are needed for this meeting.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Executive Services Coordinator Leah Tocco, Executive

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Mayor's Volunteer of the Month

SUGGESTED ACTION:

SUMMARY: Recognition of Gail Frost as the Mayor's Volunteer of the Month for February 2023.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: January 23, 2023 Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[01.23.2023 Meeting Minutes](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
January 23, 2023**

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

Megan Harrell from Eagles Wings gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Kelly Richards, Councilmember Steve Muller, Council President Kamille Norton

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Parks Director Tara Mizell, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Finance Director Crystil Wooldridge, Information Systems Administrator Chris Brown, Public Works Director Jeff Laycock, Human Resources Director Megan Hodgson, IT Director Stephen Doherty, Community Information Officer Connie Mennie (via Zoom), IT Services Supervisor Jeremiah Nyman (via Zoom)

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Audience Participation

John Condyles, 5823 83rd Ave NE, Marysville, explained how to pronounce his last name.

Approval of Minutes

1. [January 3, 2023 City Council Work Session Minutes](#)

01.03.2023 Work Session Minutes

Councilmember James noted that "Director" Scairpon should be corrected to "Chief" Scairpon on page 10.

Motion to approve the January 3, 2023 City Council Work Session Minutes as corrected moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

2. [January 9, 2023 City Council Meeting Minutes](#)

01.09.2023 Meeting Minutes

Motion to approve the January 9, 2023 City Council Meeting Minutes as presented moved by Councilmember James seconded by Councilmember King.

AYES: ALL

Consent

3. December 31, 2022 Claims in the Amount of \$523,800.99 Paid by EFT Transactions and Check Numbers 159937 through 160090

123122A.rtf

4. January 4, 2023 Claims in the Amount of \$3,852.73 Paid by EFT Transactions and Check Numbers 160091 through 160099

010423.rtf

Motion to approve Consent Agenda items 3 and 4 moved by Councilmember Muller seconded by Council President Norton.

AYES: ALL

Review Bids

Public Hearings

New Business

5. [An Ordinance related to amendments to Marysville Municipal Code \(MMC\) 3.51 Petty Cash Fund](#)

[Amended Petty Cash Funds Ordinance - Jan 2023.docx](#)

Director Wooldridge reviewed this modification to the municipal code to remove a couple petty cash funds that are no longer needed.

Motion to approve Ordinance No. 3254 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

6. [Contract with BlueBridge Alliance](#)

[Final City of Marysville WA PD BlueBridge operating agreement copy.pdf](#)

Chief Scairpon reviewed this project with BlueBridge Alliance whose aim is to increase positive interactions between the community and law enforcement. This would be a pilot project to work with BlueBridge to provide flexible funds to the Police Department to allow them to do good deeds for community members on a much more frequent basis. The embedded social worker has some funds to work with but this would be for the average patrol officer so they also can respond to needs that they encounter. There are guidelines associated with the program and required training of officers. Clarification questions and answers followed.

Councilmember James noted that the new Marysville Police Foundation has a similar mission. Chief Scairpon agreed and explained how these would be complementary programs.

Motion to approve the contract with BlueBridge Alliance and the Marysville Police Department moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

7. [WSDOT Local Agency Agreement and Federal Aid Project Prospectus for the 2020 City Safety Program Project](#)

[LAA_2020 City Safety RRFBS.pdf](#)

[Prospectus_R2106_20230109.pdf](#)

Director Laycock reviewed this item.

Motion to authorize the Mayor to execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate design funds for the 2020 City Safety Program project moved by Council President Norton seconded by Councilmember King.

AYES: ALL

8. [First Responders Flex Fund](#)

[BH-23-62-08-200.pdf](#)

Chief Scairpon explained that this fund is the money received through grants from Snohomish County. It is used by the embedded social worker to meet needs encountered in the community.

Motion to approve the First Responders Flex Fund in the amount of \$9,295.00 moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

9. [An Ordinance amending the 2023-2024 Biennial Budget and providing for the establishment of pay classifications and grades or ranges as budgeted for in Ordinance No. 3239.](#)

[Budget_Amendment_Ordinance_01232023 rev.docx](#)

Director Wooldridge reviewed this ordinance amending the 2023-2024 Biennial Budget establishing the compensation pay classifications and grades or ranges in accordance with MMC 2.50.030. Pay changes are for management and non-represented employees and would be effective January 1, 2023. It is consistent with the adopted 2023 Budget.

Motion to adopt Ordinance No. 3255 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring had the following comments:

- Tomorrow is the official Olympia Day for Marysville.
- On Wednesday there will be a coffee klatch at the community center at 10 am.
- Government Affairs Committee with the School District will be at 9 a.m. on Thursday.
- He and Director Laycock met with WSDOT about the 156th Street project.
- Mayor Nehring noted that the State of the City presentation would be given next Thursday at 6:30 p.m.

Staff Business

City Attorney Walker stated the need for an Executive Session to address two items - one labor negotiations item and one item related to the lease of city property expected to last 10 minutes with no action on either item.

Call on Councilmembers and Committee Reports

Councilmember Condyles reported on the Downtown Revitalization Committee meeting. On Saturday he went out and talked with some business owners on 3rd Street. Thanks to staff for assistance with the meeting.

Councilmember James reported that the Health District has dissolved and is now the Health Department under Snohomish County. Snohomish County Cities had their monthly meeting. He was re-elected to the Law and Justice Council.

Councilmember King:

- He attended the open house at the Opera House a week ago Wednesday. There was a good crowd, and staff did a good job.
- Plans for Strawberry Festival are coming along. He noted there will be an earlier start time for the parade this year which should be better for families and a different parade route so 528 doesn't have to be closed.
- He commented that Burlington clothing is opening at the Town Center Mall.
- On Saturday he attended the annual firefighter awards and retirees dinner. It was a nice function.

Councilmember Stevens had no comments.

Councilmember Richards reported on the January 11 Parks Board meeting. The community center open house went great. Strawberry Fields design is finalized, and they plan to start in another month or so. The pump track ran into some issues with the location. They are still working this out. The boat launch pay station has been implemented.

Councilmember Muller stated he is looking forward to tomorrow's very full agenda in Olympia.

Council President Norton:

- She reported on the January 10 Finance Committee meeting where they got a report on the City's self-insurance. The early results show that the City has saved quite a bit of money. The City plans to create a reserve fund with the savings so they are prepared.
- She also reported on the January 17 Public Safety Committee meeting. They looked at crime rates and compared 2022 rates compared to pre-pandemic levels. Citywide, crime dropped 2.5% compared to the 4-year average pre-pandemic levels. The north area continues to be the most problematic due to retail theft and domestic violence calls. They also received an update on staffing and the number of citations on the new codes passed in December.

- She is also looking forward to representing Marysville at the meetings in Olympia.
- She expressed appreciation for the beautiful invocation given by Megan tonight.

Recess

Council recessed at 7:37 p.m. and moved into Executive Session at 7:47 p.m.

Executive Session

Executive Session was held to discuss one item related to the lease of real estate and one item regarding collective bargaining with no action taken. Executive Session was expected to last 10 minutes and was extended for 5 minutes until 8:02 p.m.

Reconvene

The public meeting reconvened at 8:02 and immediately adjourned.

Adjournment

The meeting was adjourned at 8:02 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 31, 2022 (B) Claims in the Amount of \$2,289,887.06 Paid by EFT Transactions and Check Numbers 160100 through 160233

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[123122B.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/12/2023 TO 1/12/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160110	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	91.90
160111	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	132.50
160112	ALEXANDER PRINTING	BUSINESS CARDS - MULLER	CITY COUNCIL	129.00
160113	ALS LABORATORY	COM DECANT, SUSTAINABILITY FEE	STORM DRAINAGE	830.00
160114	AMAZON CAPITAL	SUPPLIES	OPERA HOUSE	42.00
	AMAZON CAPITAL	STORAGE RACK	COMPUTER SERVICES	48.08
	AMAZON CAPITAL	WIRELESS HDMI TRANSMITTER	COMPUTER SERVICES	98.45
	AMAZON CAPITAL	MAKITA HEPA FILTER	CUSTODIAL SERVICES	124.16
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	156.29
	AMAZON CAPITAL		PERSONNEL ADMINISTRATION	169.25
	AMAZON CAPITAL	CHAIR MATS/COAT HOOKS	EXECUTIVE ADMIN	187.88
	AMAZON CAPITAL	OPERATING SUPPLIES/TOOLS	COMPUTER SERVICES	344.23
	AMAZON CAPITAL	DRY ERASE BOARD	PERSONNEL ADMINISTRATION	344.60
	AMAZON CAPITAL	PLOTTER INK	COMPUTER SERVICES	459.37
	AMAZON CAPITAL	VERIZON EXTENDERS	CAPITAL EXPENDITURES	492.25
	AMAZON CAPITAL	COUNTERTOP SINKS	GMA-PARKS	777.24
	AMAZON CAPITAL	CHAIR MATS/COAT HOOKS	CAPITAL EXPENDITURES	786.70
	AMAZON CAPITAL	OPERATING SUPPLIES	COMPUTER SERVICES	935.73
160115	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	925.00
160116	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	173.40
160117	ARLINGTON HARDWARE	CORED PLUG	SOURCE OF SUPPLY	30.10
160118	BICKFORD FORD	ROTOR ASY	ER&R	336.67
	BICKFORD FORD	ROTOR/BLADE ASSEMBLY	ER&R	440.64
	BICKFORD FORD	BRAKE/ROTOR ASY	ER&R	862.00
160119	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	822.39
	BILLING DOCUMENT SPE		UTILITY BILLING	3,262.74
160120	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	504.00
160121	C M HEATING	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	35.00
	C M HEATING	REFUND MECHANICAL PERMIT FEE	NON-BUS LICENSES AND	63.00
160122	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	31.07
	CASCADE NATURAL GAS		WATER FILTRATION PLANT	110.59
	CASCADE NATURAL GAS		WATER FILTRATION PLANT	1,282.39
	CASCADE NATURAL GAS		WATER FILTRATION PLANT	2,755.17
160123	CATHOLIC COMMUNITY	CCS-CHORE SERVICES NOVEMBER	COMMUNITY	1,042.69
160124	CENTRAL WELDING SUPP	HEAT PACK HAND WARMERS	ER&R	15.52
	CENTRAL WELDING SUPP	SURVEYOR MESH SAFETY VEST	ER&R	21.33
	CENTRAL WELDING SUPP		ER&R	21.33
	CENTRAL WELDING SUPP	HEAT PACK HAND WARMERS	ER&R	31.18
	CENTRAL WELDING SUPP	SURVEYOR MESH SAFETY VEST	ER&R	42.67
	CENTRAL WELDING SUPP	DIPPED GLOVES	ER&R	59.40
	CENTRAL WELDING SUPP	GLOVES	ER&R	118.81
	CENTRAL WELDING SUPP	RECHARGEABLE FLASHLIGHT	ER&R	433.22
	CENTRAL WELDING SUPP		ER&R	1,010.86
	CENTRAL WELDING SUPP	BOMBER JACKETS - INVENTORY	ER&R	1,716.50
160125	CLEAN CUT TREE & STU	TREE REMOVAL	PARK & RECREATION FAC	820.50
	CLEAN CUT TREE & STU		PARK & RECREATION FAC	1,859.80
160126	CNR, INC.	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
160127	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE/TAG	ER&R	280.03
160128	CORE & MAIN LP	METER BOXES	WATER SERVICES	539.36
	CORE & MAIN LP	MUELLER HYD REP KIT	HYDRANTS	934.79
	CORE & MAIN LP	H2O RATED PE LID/METER BOX	WATER SERVICE INSTALL	1,881.02

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/12/2023 TO 1/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160129	CRAIN, JASON	EMPLOYEE RECOGNITION LUNCH	MEDICAL CLAIMS	314.32
160130	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	75.00
160131	DELL	LAPTOP BATTERIES	COMPUTER SERVICES	194.28
	DELL	DELL PRECISION 7920	IS REPLACEMENT ACCOUNTS	4,411.00
160132	DICKS TOWING	TOWING 22-55526	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-59694	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-59737	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-CEY1688	POLICE PATROL	77.54
	DICKS TOWING	TOWING BSW4464	POLICE PATROL	77.54
	DICKS TOWING	TOWING CDA7223	POLICE PATROL	77.54
	DICKS TOWING	TOWING CEK0762	POLICE PATROL	77.54
	DICKS TOWING	TOWING HONDA	POLICE PATROL	77.54
	DICKS TOWING	TOWING CCA9805	POLICE PATROL	155.08
160133	DIMENSIONAL COMMUNI	SETUP ON TOWER SIDE	CAPITAL EXPENDITURES	15,544.65
160134	DOUGLAS, DARRIN	LICENSE FEE CDL REIMBURSEMENT	SOLID WASTE OPERATIONS	136.00
160135	E&E LUMBER	SUPPLIES	POLICE PATROL	19.30
	E&E LUMBER	AIM FLAME MAX LIGHTER	PARK & RECREATION FAC	21.83
	E&E LUMBER	CLAMP LIGHT, BULBS	WASTE WATER TREATMENT	45.52
	E&E LUMBER	STAKES	RECREATION SERVICES	65.10
160136	EAGLE FENCE	CHAIN LINK, TUBE LINE	SOURCE OF SUPPLY	446.35
160137	EDGE ANALYTICAL	BOOSTER-CHROMOGENIC	WATER QUAL TREATMENT	13.00
	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	LAB ANALYSIS, RANNEY WELL	WATER QUAL TREATMENT	46.00
160138	EM PRECISION LLC	HYDRANT METER FEES	WATER-UTILITIES/ENVIRONME	-100.00
	EM PRECISION LLC		WATER/SEWER OPERATION	1,150.00
160139	ENSOR, BROOKE	LUNCH - TRAINING	STORM DRAINAGE	175.30
160140	EVERETT OFFICE	FURNITURE FOR MCC	CAPITAL EXPENDITURES	932.09
	EVERETT OFFICE	OFFICE STOOLS	GMA-PARKS	1,354.37
	EVERETT OFFICE	FURNITURE INSTALLATION	CAPITAL EXPENDITURES	4,551.04
160141	EVERETT, CITY OF	THERAPEUTIC COURT OVERHEAD	MUNICIPAL COURTS	6,900.00
160142	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-14.52
	EVIDENT, INC.		POLICE PATROL	169.04
160143	EYER, MATTHEW	NOTEBOOK	UTIL ADMIN	18.59
	EYER, MATTHEW	EMPLOYEE APPRECIATION	MEDICAL CLAIMS	264.66
160144	FASTSIGNS	ALUMINUM	PARK & RECREATION FAC	1,542.23
160145	FELDMAN & LEE P.S.	MONTHLY CONTRACT DEC	PUBLIC DEFENSE	52,000.00
160146	FORSLOF, WALLACE	EDUCATION REIMBURSEMENT	POLICE INVESTIGATION	309.00
	FORSLOF, WALLACE		POLICE INVESTIGATION	618.00
160147	GRAINGER	FILTER ELEMENT	SMALL ENGINE SHOP	39.01
	GRAINGER	WINDSHIELD WASHER	ER&R	171.98
	GRAINGER	DISPOSABLE GLOVES	CUSTODIAL SERVICES	225.81
	GRAINGER		CUSTODIAL SERVICES	225.81
	GRAINGER	EAR PLUGS, HEAD LAMP, GLOVES	ER&R	746.86
160148	GUNDERSON, JARL	LEOFF I - MEDICARE/DENTAL	POLICE ADMINISTRATION	109.30
	GUNDERSON, JARL		POLICE ADMINISTRATION	340.20
160149	HARBOR FREIGHT TOOLS	PB BLASTER PENETRANT PRO	STORM DRAINAGE	134.26

**CITY OF MARYSVILLE
 INVOICE LIST**

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160149	HARBOR FREIGHT TOOLS	PB BLASTER PENETRANT PRO	SEWER MAIN COLLECTION	134.26
160150	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
160151	HD FOWLER COMPANY	GASKETS, BOLT KITS,	WATER SERVICE INSTALL	100.87
160152	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	1,491.06
	HDR ENGINEERING		GMA - STREET	4,685.72
	HDR ENGINEERING		GMA - STREET	17,249.51
	HDR ENGINEERING		GMA - STREET	41,227.31
160153	HEALTH, DEPT OF	STILLAGUAMISH WATER SYSTEM	ENTERPRISE D/S	6,671.93
	HEALTH, DEPT OF		ENTERPRISE D/S	222,397.82
160154	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE WWTP	WASTE WATER TREATMENT	1.04
160155	HON COMPANY	FURNITURE FOR MCC	CAPITAL EXPENDITURES	4,164.28
160156	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	374.74
160157	JOHNSTON, ROSS	SNOW PLOWING	SOLID WASTE OPERATIONS	16.92
160158	JORGENSON, DEREK	MILEAGE FOR TRAINING	PERSONNEL ADMINISTRATION	58.13
160159	JUDD & BLACK	APPLIANCE INSTALLATION	FACILITY REPLACEMENT	4,471.89
160160	JULZ ANIMAL HOUS	K-9 SUPPLIES	K9 PROGRAM	17.97
160161	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
160162	KING, SHERRY JO	PROTEM SERVICE	MUNICIPAL COURTS	1,110.00
160163	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	219.00
160164	LAMOUREUX, ROBERT	APPRECIATION MEALS	PERSONNEL ADMINISTRATION	279.90
160165	LASTING IMPRESSIONS	EMBROIDERY OF UNIFORM ITEMS	UTIL ADMIN	370.05
	LASTING IMPRESSIONS		UTIL ADMIN	370.06
160166	LAYTON TREE CONSULT	ARBORIST SERVICE	WATER RESERVOIRS	575.00
160167	LES SCHWAB TIRE CTR	TRACTION RETREAD, REPAIR	ER&R	2,422.11
160168	LOWES HIW INC	METRIC ALLEN WRENCHES/STRIPPERS	WASTE WATER TREATMENT	38.39
	LOWES HIW INC	WATERPROOFING TAP	FACILITY REPLACEMENT	45.64
	LOWES HIW INC	PEBBLED, PVC, WHITE LATTICE	FACILITY REPLACEMENT	65.28
	LOWES HIW INC	PLUMBING PARTS	WATER DIST MAINS	82.02
	LOWES HIW INC	FIBERGLASS HANDLE, SCREEN	FACILITY REPLACEMENT	122.43
	LOWES HIW INC	SMALL TOOLS FOR FACILITIES	FACILITY REPLACEMENT	128.47
	LOWES HIW INC	TOP SOIL, CONCRETE PLACER	WATER DIST MAINS	221.46
	LOWES HIW INC	AIRWICK WARMER PLUG, OIL	FACILITY REPLACEMENT	363.25
	LOWES HIW INC	ADAPTER, SUMP PUMP	WATER DIST MAINS	571.37
160169	MARYSVILLE AWARDS	ORNAMENTS OR HOLIDAY	COMMUNITY EVENTS	181.44
	MARYSVILLE AWARDS	SIGNS FOR COMMUNITY CENTER	GMA-PARKS	398.19
160170	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	120.00
160171	MARYSVILLE SCHOOL	TOURISM GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	10,000.00
160172	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	65.19
160173	MATTHEW BENDER & CO	WA CRIMINAL LAW	MUNICIPAL COURTS	630.81
160174	MCLOUGHLIN & EARDLEY	AMB PERM	ER&R	2,183.82
160175	MEASURE-TECH, INC.	FLOW METER TEST	SUNNYSIDE FILTRATION	840.08
	MEASURE-TECH, INC.		WASTE WATER TREATMENT	840.08
	MEASURE-TECH, INC.		SEWER LIFT STATION	840.08
	MEASURE-TECH, INC.		SOURCE OF SUPPLY	840.08
160176	MOTOR TRUCKS	HEATER FAN BLOWER MOTOR	EQUIPMENT RENTAL	165.39
160177	MOTOROLA	SIX NEW RADIOS	POLICE PATROL	36,591.35
160178	MOUNT, HERMAN	LEOFF I	POLICE ADMINISTRATION	199.98
160179	NACM	NACM MEMBERSHIP - ELSNER	MUNICIPAL COURTS	135.00
160180	NAPA AUTO PARTS	FUEL CAP TETHER	EQUIPMENT RENTAL	17.48
	NAPA AUTO PARTS	FILTER KIT	EQUIPMENT RENTAL	37.27
	NAPA AUTO PARTS	BRAKE ROTOR, DISC BRAKE PAD	EQUIPMENT RENTAL	210.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/12/2023 TO 1/12/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160180	NAPA AUTO PARTS	DEF	STREET CLEANING	298.14
	NAPA AUTO PARTS	OIL/AIR FILTERS	ER&R	335.32
160181	NATIONAL BARRICADE	ALUMINUM SIGN	TRANSPORTATION	70.92
	NATIONAL BARRICADE	BARRICADE, PLASTIC RAILS	TRAFFIC CONTROL DEVICES	741.66
	NATIONAL BARRICADE	ALUMINUM SIGN	TRAFFIC CONTROL DEVICES	1,260.11
	NATIONAL BARRICADE	ALUMINUM SIGN	TRAFFIC CONTROL DEVICES	3,115.90
160182	NAVIA BENEFIT	PARTICIPANT FEE - DECEMBER	PERSONNEL ADMINISTRATION	182.60
160183	NOREGON SYSTEMS	SOFTWARE SUBSCRIPTION RENEWAL	EQUIPMENT RENTAL	2,186.91
160184	NORTH AMERICAN RESCU	FIRST AID TRAUMA KITS	GENERAL FUND	-431.05
	NORTH AMERICAN RESCU		POLICE ADMINISTRATION	5,016.69
160185	ODP BUSINESS Solutio	CREDIT ON INV 277331387001	PERSONNEL ADMINISTRATION	-123.32
	ODP BUSINESS Solutio	OFFICE SUPPLIES	UTILITY BILLING	16.72
	ODP BUSINESS Solutio		PERSONNEL ADMINISTRATION	81.84
	ODP BUSINESS Solutio		UTILITY BILLING	123.63
	ODP BUSINESS Solutio	SUPPLIES	POLICE PATROL	363.12
160186	OREILLY AUTO PARTS	SWITCH	EQUIPMENT RENTAL	46.75
	OREILLY AUTO PARTS	TENSIONER, MICRO-V BELT	EQUIPMENT RENTAL	71.53
	OREILLY AUTO PARTS	TAIL LIGHT ASY	EQUIPMENT RENTAL	108.42
	OREILLY AUTO PARTS	ALTERNATOR	EQUIPMENT RENTAL	127.17
	OREILLY AUTO PARTS	RECEIVER, WIRE HARNESS	EQUIPMENT RENTAL	174.99
160187	PACIFIC TOPSOILS	YARD DUMP BRUSH	PARK & RECREATION FAC	35.55
160188	PAXXO (USA) INC.	MAXI CASSETTE	WATER/SEWER OPERATION	-340.93
	PAXXO (USA) INC.		WASTE WATER TREATMENT	3,967.81
160189	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	119.00
160190	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	11.25
	PGC INTERBAY LLC		MAINTENANCE	124.66
	PGC INTERBAY LLC		PRO-SHOP	156.26
	PGC INTERBAY LLC		PRO-SHOP	210.50
	PGC INTERBAY LLC		MAINTENANCE	229.17
	PGC INTERBAY LLC		PRO-SHOP	297.87
	PGC INTERBAY LLC		MAINTENANCE	594.19
	PGC INTERBAY LLC		PRO-SHOP	1,030.00
	PGC INTERBAY LLC		GOLF COURSE	1,329.90
	PGC INTERBAY LLC		MAINTENANCE	2,308.65
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	PRO-SHOP	7,038.72
	PGC INTERBAY LLC		MAINTENANCE	13,261.01
160191	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT	1,034.15
160192	PUBLIC SAFETY TESTIN	Q4 SUBSCRIPTION FEES POLICE/CUSTODY	PERSONNEL ADMINISTRATION	978.00
	PUBLIC SAFETY TESTIN	CUSTODY TESTING	DETENTION & CORRECTION	13,297.32
160193	PUGET SOUND SECURITY	KEYS	PARK & RECREATION FAC	14.22
160194	RIGHT SYSTEMS, INC.	MCC NETWORK SWITCHES	CAPITAL EXPENDITURES	15,914.86
160195	ROTH, JERAMIE	EMPLOYEE RECOGNITION HOLIDAY LUNCH	MEDICAL CLAIMS	262.11
160196	SAFEWAY INC.	REFRESHMENTS	UTIL ADMIN	15.07
160197	SHI INTERNATIONAL	ADOBE PRO	EXECUTIVE ADMIN	57.25
	SHI INTERNATIONAL	ADOBE PRO LICENSE	UTIL ADMIN	57.25
	SHI INTERNATIONAL	ADOBE PRO	COMPUTER SERVICES	114.50
	SHI INTERNATIONAL	ADOBE PRO LICENSE	STORM DRAINAGE	114.50
	SHI INTERNATIONAL	M365 LICENSING	COMPUTER SERVICES	115,931.49
160198	SIGMAN, MICHAEL	LEOFF I MEDICARE PREMIUM	POLICE ADMINISTRATION	1,020.60
160199	SISKUN POWER EQUIPME	BLOWER, BACK PLATE	SMALL ENGINE SHOP	83.84
	SISKUN POWER EQUIPME	DIAPHRAGM/CLAPPED NEOPRENE	SMALL ENGINE SHOP	447.07

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/12/2023 TO 1/12/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160200	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	STORM DRAINAGE	17,130.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	245,920.00
160201	SNYDER, RHONDA	REFUND WEDDING DEPOSIT	GENERAL FUND	500.00
160202	SOLID WASTE SYSTEMS	EXTENSION CO-AX CABLE	ER&R	1,076.80
160203	SONITROL	MONITORING	COURT FACILITIES	47.50
	SONITROL		COURT FACILITIES	47.50
	SONITROL	REMOTE AREA PHONE MONITORING	CITY HALL	50.00
	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		UTIL ADMIN	144.56
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PUBLIC SAFETY BLDG	250.22
	SONITROL		PUBLIC SAFETY BLDG	250.22
	SONITROL		OPERA HOUSE	277.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		CITY HALL	361.92
	SONITROL	REMOTE AREA PHONE MONITORING	CITY HALL	507.62
	SONITROL	MONITORING	WASTE WATER TREATMENT	576.18
	SONITROL		WASTE WATER TREATMENT	576.18
160204	SOUND SAFETY	RELAXED FIT ZIP FLY	CUSTODIAL SERVICES	142.60
160205	SPECIALIZED PAVEMENT	PAYMENT #1	TRAFFIC CONTROL DEVICES	145,604.70
160206	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	92.99
160207	SPRINGBROOK NURSERY	WOOD DEBRIS WINDSTORM CLEAN-UP	ROADSIDE VEGETATION	120.00
	SPRINGBROOK NURSERY	YARDS OF WOOD DEBRIS	STORM DRAINAGE	180.00
	SPRINGBROOK NURSERY	YARDS WOOD DEBRIS WINDSTORM CLEAN-UP	ROADSIDE VEGETATION	240.00
	SPRINGBROOK NURSERY	YARD WOOD DEBRIS WINDSTORM CLEAN-UP	SPECIAL EVENTS & PROJECTS	300.00
160208	STAPLES	STAPLER	COMMUNITY EVENTS	7.82
	STAPLES	WHITE/CORK BOARD	CAPITAL EXPENDITURES	22.85
	STAPLES	WHITE BOARD	CAPITAL EXPENDITURES	28.14
	STAPLES	OFFICE SUPPLIES	COMMUNITY EVENTS	215.96
160209	STERICYCLE, INC.	ON-SITE SERVICE SHREDDING	CITY CLERK	12.39
160210	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
160211	STUMPY TREE SERVICE	INSTALL/REMOVAL MERRYSVILLE LIGHTS	COMMUNITY EVENTS	8,000.00
160212	SUNBELT RENTALS	CHIPPER RENTAL	ROADSIDE VEGETATION	2,758.27
160213	SUPERIOR RESTROOMS	SERVICE OF PORTABLE TOILET	ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS	SERVICE ON RESTROOMS	WATER DIST MAINS	213.33
160214	TOGETHER WE CAN CAMP	REFUND CAMPOUT DEPOSIT	GENERAL FUND	250.00
160215	TRAFFIC SAFETY SUPPL	QUICK PUNCH POSTS	TRANSPORTATION	5,119.92
160216	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	483.12
	TRANSPO GROUP		GMA - STREET	862.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/12/2023 TO 1/12/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160217	ULINE	FLOOR STANDING GARBAGE TOTER	PUBLIC SAFETY BLDG	236.84
160218	USA BLUEBOOK	CREDIT FOR INV 157122	WASTE WATER TREATMENT	-519.26
	USA BLUEBOOK	CUPS	WASTE WATER TREATMENT	331.69
	USA BLUEBOOK	CHLORINE SWIFTEST	SUNNYSIDE FILTRATION	652.54
160219	VAN DAM'S ABBEY	FLOORING FOR DANCE ROOM	GMA-PARKS	7,266.85
160220	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	45.00
	VERIZON		SEWER MAIN COLLECTION	60.22
	VERIZON		EQUIPMENT RENTAL	105.00
	VERIZON		WATER QUAL TREATMENT	154.33
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.17
	VERIZON	WIRELESS SERVICE	PERSONNEL ADMINISTRATION	201.33
	VERIZON		CITY CLERK	272.85
	VERIZON		OFFICE OPERATIONS	312.44
	VERIZON		RECREATION SERVICES	337.98
	VERIZON		FACILITY MAINTENANCE	340.46
	VERIZON		PARK & RECREATION FAC	345.96
	VERIZON		MUNICIPAL COURTS	424.14
	VERIZON		FINANCE-GENL	429.65
	VERIZON		EXECUTIVE ADMIN	514.57
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	520.30
	VERIZON	WIRELESS SERVICE	SOLID WASTE CUSTOMER	523.00
	VERIZON		COMMUNITY SERVICES UNIT	537.33
	VERIZON		POLICE INVESTIGATION	575.13
	VERIZON		DETENTION & CORRECTION	616.95
	VERIZON		LEGAL-GENL	625.00
	VERIZON		WATER SUPPLY MAINS	627.33
	VERIZON		STORM DRAINAGE	722.00
	VERIZON		WASTE WATER TREATMENT	750.33
	VERIZON		GENERAL	854.00
	VERIZON		POLICE ADMINISTRATION	907.24
	VERIZON		COMMUNITY	915.35
	VERIZON		COMPUTER SERVICES	1,557.99
	VERIZON		ENGR-GENL	1,963.00
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,560.76
	VERIZON	WIRELESS SERVICE	UTIL ADMIN	4,325.00
	VERIZON		POLICE PATROL	4,325.33
160221	VISION CHURCH	CDBG COVID-19 RELIEF	COMMUNITY	22.00
160222	WA AUDIOLOGY SRVCS	HEARING EXAMS	EXECUTIVE ADMIN	5,767.00
160223	WASTE MANAGEMENT	YARD/RECYCLING SERVICE - DEC 2022	RECYCLING OPERATION	524,015.65
160224	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	176.90
	WAXIE SANITARY SUPPL		CUSTODIAL SERVICES	185.89
	WAXIE SANITARY SUPPL		CUSTODIAL SERVICES	570.29
	WAXIE SANITARY SUPPL		CUSTODIAL SERVICES	581.33
160225	WEBCHECK	WEBCHECK SERVICE DEC 22	UTILITY BILLING	540.43
160226	WEST PAYMENT CENTER	INFORMATION CHARGES	LEGAL-GENL	460.75
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	460.75
160227	WHITNEY EQUIPMENT CO	ANALYZER DPD COLORIMETRIC	SUNNYSIDE FILTRATION	4,704.20
160228	WIDE FORMAT COMPANY	KIP MAINTENANCE	COMPUTER SERVICES	142.22
160229	WILDER CUSTOM CONS	WALL ART INSTALLED	FACILITY REPLACEMENT	2,363.04
160230	WORK WORLD	UNIFORM - MACDICKEN	SOLID WASTE OPERATIONS	63.18
	WORK WORLD		SOLID WASTE OPERATIONS	82.41

**CITY OF MARYSVILLE
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160230	WORK WORLD	UNIFORM - MACDICKEN	SOLID WASTE OPERATIONS	197.81
160231	WORKSAFE SERVICE	RANDOM DRUG TEST	PERSONNEL ADMINISTRATION	55.00
160232	ZIPLY FIBER	TELEPHONE SERVICE	PARK & RECREATION FAC	63.76
160233	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	47.03
	ZIPLY FIBER		POLICE PATROL	47.03
	ZIPLY FIBER		COMMUNICATION CENTER	47.03
	ZIPLY FIBER		UTILITY BILLING	47.03
	ZIPLY FIBER		GENERAL	47.03
	ZIPLY FIBER		GOLF ADMINISTRATION	47.03
	ZIPLY FIBER		COMMUNITY	94.07
	ZIPLY FIBER		DETENTION & CORRECTION	94.07
	ZIPLY FIBER		OFFICE OPERATIONS	94.07
	ZIPLY FIBER		GOLF ADMINISTRATION	94.07
	ZIPLY FIBER		CITY HALL	141.10
	ZIPLY FIBER		RECREATION SERVICES	188.13
	ZIPLY FIBER		WASTE WATER TREATMENT	235.16
	ZIPLY FIBER		UTIL ADMIN	235.16

Warrant total: 1,698,937.88

160100	FIRST AMERICAN TITLE	PURCHASE 11231 STATE AVE	GMA - STREET	42,412.00
160101	FIRST AMERICAN TITLE	PURCHASE 10707/10717 STATE	GMA - STREET	29,088.00
160102	DEPARTMENT OF LICENSING	CPL DEC 2022	INTERGOVERNMENTAL CUSTODIAL	1,284.00
160103	PREMERA BLUE CROSS	CLAIMS PAID 12/18 TO 12/24/22	MEDICAL CLAIMS	29,874.38
160104	DEPARTMENT OF LICENSING	DRIVING ABSTRACT - POTTS/MEISCHKE	PERSONNEL ADMINISTRATION	30.00
160105	DEPARTMENT OF LICENSING	DRIVING ABSTRACT - FERRARO	PERSONNEL ADMINISTRATION	15.00
160106	RAPID FINANCIAL SOLUTIONS	JURY COSTS/LOAD FEES	COURTS	380.00
160107	DEPARTMENT OF LICENSING	DRIVING ABSTRACT - POTTS - 2	PERSONNEL ADMINISTRATION	15.00
160108	STRIDER CONSTRUCTION	SETTLEMENT AGREEMENT	GMA - STREETS	450,000.00
160109	RAE BOYD	CONTACT NURSE SERVICE	DETENTION & CORRECTION	37,850.00
			TOTAL	2,289,887.06

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

WARRANT TOTAL: \$2,289,887.06



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 31, 2022 (C) Claims in the Amount of \$3,679,835.75 Paid by EFT Transactions and Check Numbers 160331 through 160499

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[123122C.rtf](#)

CITY OF MARYSVILLE
 INVOICE LIST

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160331	PREMERA BLUE CROSS	CLAIMS PAID 12/25 TO 12/31/22	MEDICAL CLAIMS	134,709.08
160332	STRIDER CONSTRUCTION	STATE AVE CORRIDOR IMPROVEMENT	GMA-STREET	-3,013.72
	STRIDER CONSTRUCTION		GMA - STREET	60,274.33
160333	REVENUE, DEPT OF	4TH QTR LEASEHOLD TAX 2022	GENERAL FUND	988.68
	REVENUE, DEPT OF		GOLF COURSE	2,126.62
160334	STRIDER CONSTRUCTION	STATE AVE CORRIDOR IMPROVEMENT	GMA-STREET	-3,474.92
	STRIDER CONSTRUCTION		GMA - STREET	69,780.40
160335	STRIDER CONSTRUCTION		GMA-STREET	-4,375.00
	STRIDER CONSTRUCTION		GMA - STREET	87,500.00
160336	US BANK	SALES TAX	GENERAL FUND	-180.95
	US BANK		GENERAL FUND	-60.67
	US BANK		GENERAL FUND	-44.56
	US BANK	USPS CHANGE OF ADDRESS	CITY CLERK	1.10
	US BANK	AWS MONTHLY CHARGE	COMPUTER SERVICES	1.12
	US BANK	WASPC TRAVEL TOLLS	POLICE ADMINISTRATION	6.00
	US BANK	CITY/MSD MEETING REFRESHMENTS	EXECUTIVE ADMIN	8.99
	US BANK	ANTI-DEFAMATION MEETING PARKING- CHIEF	POLICE ADMINISTRATION	10.00
	US BANK	WEDDING SHOW ADVERTISING	OPERA HOUSE	10.21
	US BANK	INVESTIGATIONS TRAVEL - TOLLS	POLICE INVESTIGATION	13.90
	US BANK	ULINE DELIVERY DATE CHANGES	GMA-PARKS	19.98
	US BANK	UB NAME PLATES	UTILITY BILLING	20.22
	US BANK	GOV. AFFAIRS MEETING REFRESHMENTS	EXECUTIVE ADMIN	21.88
	US BANK	OPERA HOUSE ADVERTISING	OPERA HOUSE	24.79
	US BANK		OPERA HOUSE	25.00
	US BANK	STATE OF THE STATION - NEHRING	EXECUTIVE ADMIN	28.16
	US BANK	CITY LOGO WEAR	CITY CLERK	30.62
	US BANK	RADIO ROOM SUPPLIES - ANTENNAS	EXECUTIVE ADMIN	37.05
	US BANK	SUPPLIES FOR MEETING - MSD	EXECUTIVE ADMIN	38.59
	US BANK	SUPPLIES FOR RETIREMENT LUNCH	FINANCE-GENL	40.99
	US BANK		COMPUTER SERVICES	40.99
	US BANK	WORK COAT - FINANCE	FINANCE-GENL	44.80
	US BANK	RADIO ROOM HARDWARE	EXECUTIVE ADMIN	44.81
	US BANK	BBH REGISTRATION	OPERA HOUSE	50.00
	US BANK	FBI LEEDA DUES - SCAIRPON	POLICE ADMINISTRATION	50.00
	US BANK	NLC FLIGHT CHANGE FEE - STEVENS	CITY COUNCIL	50.00
	US BANK	POLICE FOUNDATION EMAIL ACCOUNTS	POLICE ADMINISTRATION	52.25
	US BANK	MCC SUPPLIES	EXECUTIVE ADMIN	52.48
	US BANK	A/V SOFTWARE RENEWAL	COMPUTER SERVICES	54.69
	US BANK	LOCK OUT/TAG OUT TAGS	SOLID WASTE OPERATIONS	57.10
	US BANK	CITY LOGO WEAR	FINANCE-GENL	61.24
	US BANK	UB NAME PLATES	UTILITY BILLING	62.91
	US BANK	RADIO ROOM SUPPLIES - CABLES	EXECUTIVE ADMIN	63.85
	US BANK	MARBLE CHIPS-COMM. CENTER REMODEL	CAPITAL EXPENDITURES	75.17
	US BANK	ALL EMPLOYEE LUNCH	PERSONNEL ADMINISTRATION	87.14
	US BANK	MCC SIGNAGE	CAPITAL EXPENDITURES	98.44
	US BANK	SUPPLIES	POLICE ADMINISTRATION	98.48
	US BANK	RADIO ROOM SUPPLIES	EXECUTIVE ADMIN	106.76
	US BANK	OPERA HOUSE SUPPLIES	OPERA HOUSE	108.36
	US BANK	CD-ZOOM MONTHLY CHARGES	COMMUNITY	120.34
	US BANK	CANOPY	POLICE PATROL	122.53
	US BANK	ENGINEERING OFFICE SUPPLIES	ENGR-GENL	123.09

CITY OF MARYSVILLE
 INVOICE LIST

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160336	US BANK	RETIREMENT PARTY SUPPLIES	FINANCE-GENL	128.14
	US BANK	STAFF MEETING	DEVELOPMENT SERVICES	132.23
	US BANK	FINANCE NAME PLATES	FINANCE-GENL	132.31
	US BANK	UNIFORMS	POLICE INVESTIGATION	132.92
	US BANK	CONFINED SPACE/SAFETY/CPR SUPPLIES	EXECUTIVE ADMIN	152.30
	US BANK	BUSINESS CARDS - SCAIRPON	POLICE ADMINISTRATION	158.00
	US BANK	ASSESSMENT MEALS/REFRESHMENTS	POLICE TRAINING-FIREARMS	172.88
	US BANK	MEETING SUPPLIES	POLICE ADMINISTRATION	205.62
	US BANK	CHRISTMAS LIGHT DISPLAY SUPPLIES	COMMUNITY EVENTS	224.24
	US BANK	LOGITECH MICROPHONE EXTENDERS	CAPITAL EXPENDITURES	227.53
	US BANK	HALLOWEEN DRIVE THROUGH EVENT	RECREATION SERVICES	233.31
	US BANK	FINANCE MINI FRIDGE	FINANCE-GENL	240.67
	US BANK		UTILITY BILLING	240.67
	US BANK	NLC CITY SUMMIT LODGING - CONDYLES	CITY COUNCIL	272.66
	US BANK	NLC CITY SUMMIT LODGING - NORTON	CITY COUNCIL	272.66
	US BANK	DUO MONTHLY SUBSCRIPTION	COMPUTER SERVICES	275.00
	US BANK	ESW EXPENDITURES	EMBEDDED SOCIAL WORKER	289.41
	US BANK	APWA TRAINING - BIRCHMAN/WETZEL	TRAINING	298.00
	US BANK	MCC SUPPLIES	CAPITAL EXPENDITURES	309.62
	US BANK	CHAMBER LUNCHEON FOO/SUPPLIES	EXECUTIVE ADMIN	376.32
	US BANK	UNIFORMS	POLICE PATROL	386.61
	US BANK	HOOTSUITE ANNUAL RENEWAL	EXECUTIVE ADMIN	390.60
	US BANK	WAPRO CONF LODGING	CITY CLERK	458.19
	US BANK	PIKE PULLS/STRAPS-SOLID WASTE	SOLID WASTE OPERATIONS	481.77
	US BANK	WASPC DODGING -AKAU	POLICE ADMINISTRATION	488.88
	US BANK	WASPC LODGING - SCAIRPON	POLICE ADMINISTRATION	488.88
	US BANK	MEASURING DEVICE/SOFTWARE	ENGR-GENL	518.56
	US BANK	GENERATOR PARTS	SEWER LIFT STATION	567.90
	US BANK	JOB POSTING - ZIP RECRUITER	POLICE ADMINISTRATION	612.64
	US BANK	PHOTO FRAMING	POLICE ADMINISTRATION	614.74
	US BANK	WASPC LODGING	POLICE ADMINISTRATION	651.84
	US BANK	JOB POSTING- ZIP RECRUITER	POLICE ADMINISTRATION	689.24
	US BANK	MAILBOX/LOCKBOX	FACILITY REPLACEMENT	706.05
	US BANK	MCC SIGNAGE	CAPITAL EXPENDITURES	754.75
	US BANK	PASSWORD MANAGEMENT SOFTWARE	COMPUTER SERVICES	780.00
	US BANK	TRAINING - UNRUH	STORM DRAINAGE	845.00
	US BANK	MCC FURNITURE	CAPITAL EXPENDITURES	993.34
	US BANK	WASTE BASKETS	FACILITY REPLACEMENT	1,012.07
	US BANK	NLC REGISTRATION - JAMES	CITY COUNCIL	1,040.00
	US BANK	COUNCIL PODIUM	CAPITAL EXPENDITURES	1,051.72
	US BANK	COMMUNITY CENTER CHAIRS	COMMUNITY CENTER	1,057.99
	US BANK	NLC CITY SUMMIT LODGING - MULLER	CITY COUNCIL	1,090.64
	US BANK	NLC CITY SUMMIT LODGING - KING	CITY COUNCIL	1,090.64
	US BANK	NLC CITY SUMMIT LODGING - STEVENS	CITY COUNCIL	1,090.64
	US BANK	TRAINING REGISTRATION-GROUP CROSSFIT	POLICE TRAINING-FIREARMS	1,104.00
	US BANK	FILE MIGRATION SOFTWARE	COMPUTER SERVICES	1,382.82
	US BANK	TV FOR MCC	CAPITAL EXPENDITURES	1,640.99
	US BANK	SNOW MACHINE	RECREATION SERVICES	1,881.68
	US BANK	UB PAYMENT DROP BOX	CAPITAL EXPENDITURES	2,133.30
	US BANK	MCC TRASH/RECYCLING STATIONS	FACILITY REPLACEMENT	3,919.58
160337	AG SPRAY EQUIPMENT	JET NOZZLE, CLIP	SNOW & ICE REMOVAL	333.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160338	ALEXANDER PRINTING	BUSINESS CARDS	PARK & RECREATION FAC	166.80
160339	ALL CLEAR ASBESTOS	ASBESTOS TESTING	GMA-PARKS	550.00
160340	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	280.00
160341	AMAZON CAPITAL	SURFACE PRO CHARGER	WATER DIST MAINS	27.34
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	75.69
	AMAZON CAPITAL	GENERATOR EXHAUST EXTENSIONS	WATER RESERVOIRS	112.68
160342	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	173.40
160343	BALDWIN DESIGN, CHRI	GRANT FUNDED HOTEL/MOTEL GRANT	RECREATION SERVICES	2,000.00
160344	BANK OF AMERICA	POSTAGE	COMMUNITY	174.47
160345	BANK OF AMERICA	SUPPLIES/EMPLOYEE APP.	POLICE ADMINISTRATION	0.38
	BANK OF AMERICA		POLICE PATROL	43.76
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	496.04
160346	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	381.00
160347	BANK OF AMERICA	EMPLOYEE APP.	PERSONNEL ADMINISTRATION	94.70
160348	BATTUELLO, TERRIE	EMPLOYEE EVENT 12/15/22	MEDICAL CLAIMS	268.77
160349	BHC CONSULTANTS	PROFESSIONAL SERVICE	WASTE WATER TREATMENT	2,237.50
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	8,789.00
160350	BICKFORD FORD	INSTRUMENT CLUSTER LENSES #J038	EQUIPMENT RENTAL	29.70
	BICKFORD FORD	TIRE PRESSURE MONITOR SENSOR #V038	EQUIPMENT RENTAL	201.25
160351	BILLING DOCUMENT SPE	TRANSACTION FEE- DECEMBER 2022	UTILITY BILLING	3,369.88
160352	BLEACHERS GRILL	ALL EMPLOYEE CITY LUNCH	MEDICAL CLAIMS	1,367.50
160353	BOTESCH, NASH & HALL	PROFESSIONAL SERVICE	GMA-PARKS	889.25
	BOTESCH, NASH & HALL		GMA-PARKS	1,117.50
	BOTESCH, NASH & HALL		GMA-PARKS	1,287.00
	BOTESCH, NASH & HALL		GMA-PARKS	1,507.50
	BOTESCH, NASH & HALL	MARYSVILLE CIVIC CENTER	CAPITAL EXPENDITURES	3,392.12
160354	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	36.00
	BROOKS, DIANE E		RECREATION SERVICES	90.00
	BROOKS, DIANE E		RECREATION SERVICES	108.00
160355	BRZOVIC, DANIEL E		RECREATION SERVICES	27.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	64.80
	BRZOVIC, DANIEL E		RECREATION SERVICES	81.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	81.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	108.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	135.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	150.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	168.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	192.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	194.40
	BRZOVIC, DANIEL E		RECREATION SERVICES	210.60
	BRZOVIC, DANIEL E		RECREATION SERVICES	222.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	252.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	288.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	288.00
160356	BUILDERS EXCHANGE	BID POSTING	SEWER CAPITAL PROJECTS	133.10
160357	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	338.40
160358	CASCADE COLUMBIA	PAX-XL8	WASTE WATER TREATMENT	16,337.58
160359	CINTAS	FIRST AID KIT - JAIL	DETENTION & CORRECTION	396.62
	CINTAS	FIRST AID KIT - PARKS	COMMUNITY EVENTS	396.62
	CINTAS	FIRST AID KITS - WWTP/MAINTENANCE	WASTE WATER TREATMENT	793.24
160360	CLEAN HARBORS ENV	EMERGENCY RESPONSE	STORM DRAINAGE	3,668.91

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160361	COLACURCIO BROTHERS	FINAL CONTRACT PAYMENT #7	GMA - STREET	295,452.63
160362	COOP SUPPLY	SAND BAGS	STORM DRAINAGE	153.16
160363	COOPER, KYLE	REFUND - MECHANICAL PERMIT FEE	NON-BUS LICENSES AND	14.00
160364	COSTLESS SENIOR SRVC	INMATE MEDICATIONS	DETENTION & CORRECTION	2,236.61
160365	CRIMINAL JUSTICE	CUSTODY ACADEMY	POLICE TRAINING-FIREARMS	1,780.00
160366	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	128.75
160367	CUMMINS NORTHWEST	EMERGENCY GENERATOR SERVICE CALL	PUMPING PLANT	415.46
160368	CUSHING TERRELL	WATERFRONT DEVELOPMENT	CAPITAL EXPENDITURES	5,340.74
160369	DICKS TOWING	TOWING - CDB1726	POLICE PATROL	77.54
160370	DIETZ, THOMAS	CROSS CONNECTION CONTROL EXAM	UTIL ADMIN	327.57
160371	DOMESTIC VIOLENCE	CDBG - COVID 19 RENTAL ASSIST	COMMUNITY	975.00
160372	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING	UTILITY BILLING	966.25
160373	E&E LUMBER	CLAMPS	SNOW & ICE REMOVAL	41.39
	E&E LUMBER	COBALT DRILL BIT	STORM DRAINAGE	46.71
	E&E LUMBER	FASTENERS, DRILL, DRILL BITS	STORM DRAINAGE	76.48
160374	EAST JORDAN IRON WOR	TMS INTEGRATION	ROADWAY MAINTENANCE	232.40
160375	ECOLOGY, DEPT. OF	DAM SAFETY INSPECTION FEE	STORM DRAINAGE	881.00
160376	EDWARDS, SHELLI	UMBRELLAS/EMPLOYEE RECOGNITION	UTIL ADMIN	21.88
	EDWARDS, SHELLI		MEDICAL CLAIMS	60.00
160377	EVERETT STAMP WORKS	ELECTRICAL STICKERS	COMMUNITY	1,563.27
160378	EVERETT, CITY OF	ANIMAL CARE AT THE SHELTER	COMMUNITY SERVICES UNIT	200.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	544.75
	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	2,350.00
160379	EWING IRRIGATION	PVC SUPPLIES	SNOW & ICE REMOVAL	63.41
160380	FCS GROUP	COST OF SERVICE STUDY	COMMUNITY	720.00
160381	FERGUSON ENTERPRISES	FLOW INDICATOR	PUMPING PLANT	1,304.60
160382	FOUR DAY FIREPLACE	REFUND MECHANICAL PERMIT FEE	NON-BUS LICENSES AND	70.00
160383	FULL SPECTRUM DESIGN	REFUND - ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
160384	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GMA - STREET	585.60
160385	GRAINGER	HEADLAMP	WATER DIST MAINS	793.16
160386	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	5,300.58
160387	HA, ELIZABETH JEAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	24.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	54.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	84.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	172.80
	HA, ELIZABETH JEAN		RECREATION SERVICES	421.20
	HA, ELIZABETH JEAN		RECREATION SERVICES	468.00
160388	HARBOR FREIGHT TOOLS	TOOLS	WATER DIST MAINS	155.21
	HARBOR FREIGHT TOOLS		ROADSIDE VEGETATION	227.09
160389	HD FOWLER COMPANY	REPAIR KIT	WATER SERVICE INSTALL	16.37
	HD FOWLER COMPANY	CATCH BASIN	GMA-PARKS	85.72
	HD FOWLER COMPANY	STRAP, QUICK JOINT	WATER SERVICE INSTALL	233.83
	HD FOWLER COMPANY	DIFFUSER PLATE	SMALL ENGINE SHOP	306.32
	HD FOWLER COMPANY	CATCH BASIN SEDIMENT INSERT	STORM DRAINAGE	540.09
	HD FOWLER COMPANY	COPPER TUBING	WATER SERVICES	1,316.84
	HD FOWLER COMPANY	HYDRANT REPAIR	WATER DIST MAINS	1,323.28
160390	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	4,868.01
	HDR ENGINEERING		GMA - STREET	12,534.60
160391	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	306.00
160392	HERITAGE BANK	RETAINAGE #5 SRV CONSTRUCTION	UTILITY CONSTRUCTION	24,690.93
	HERITAGE BANK	RETAINAGE #4 SRV CONSTRUCTION	UTILITY CONSTRUCTION	30,824.15

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160393	HERITAGE BANK	RETAINAGE FOR SRV CONSTRUCTION	UTILITY CONSTRUCTION	25,817.87
160394	HIGHER STANDARD CONS	MCC REPAIRS	FACILITY REPLACEMENT	765.80
160395	HOMAGE SENIOR	CDBG - MEALS ON WHEELS	COMMUNITY	7,674.33
	HOMAGE SENIOR	CDBG - MINOR HOME REPAIR	COMMUNITY	21,767.68
	HOMAGE SENIOR	CDBG - MINOR HOME REPAIR	COMMUNITY	52,244.03
160396	HOME DEPOT PRO	PAPER TOWEL	CUSTODIAL SERVICES	143.10
	HOME DEPOT PRO	YELLOW FLAG TAPE, DUCT TAPE	ER&R	155.04
	HOME DEPOT PRO	EARMUFF, BRUSH	ER&R	167.71
160397	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	99.00
160398	IN-HOUSE ELECTRICAL	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	52.50
160399	J. THAYER COMPANY	CALENDAR, PLANNER	WATER DIST MAINS	147.00
160400	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	21.60
	J2 CLOUD SERVICES		LEGAL-GENL	21.60
	J2 CLOUD SERVICES		WATER DIST MAINS	43.20
	J2 CLOUD SERVICES		UTILITY BILLING	43.20
	J2 CLOUD SERVICES		CITY CLERK	43.20
	J2 CLOUD SERVICES		COMMUNITY	43.20
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	43.20
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	43.20
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	43.20
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	43.20
	J2 CLOUD SERVICES		RECREATION SERVICES	43.20
	J2 CLOUD SERVICES		POLICE INVESTIGATION	43.20
	J2 CLOUD SERVICES		MUNICIPAL COURTS	43.20
	J2 CLOUD SERVICES		DETENTION & CORRECTION	43.20
	J2 CLOUD SERVICES		PROBATION	43.20
	J2 CLOUD SERVICES		FINANCE-GENL	43.20
	J2 CLOUD SERVICES		UTIL ADMIN	43.20
	J2 CLOUD SERVICES		ENGR-GENL	43.20
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	43.20
	J2 CLOUD SERVICES		COMPUTER SERVICES	43.25
	J2 CLOUD SERVICES		OFFICE OPERATIONS	86.41
	J2 CLOUD SERVICES		MUNICIPAL COURTS	129.61
160401	JEFF'S CARPET CLEAN	CARPET CLEANING	GMA-PARKS	100.00
	JEFF'S CARPET CLEAN		GMA-PARKS	1,300.00
160402	JUDD & BLACK	WASHER/DRYER	WASTE WATER TREATMENT	1,218.23
160403	KC & MC LLC	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC & PERMITS	65.00
	KC & MC LLC		GENL FUND BUS LIC & PERMITS	65.00
160404	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	67.50
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
160405	KINGSFORD, ANDREA	HOLIDAY SUPPLIES	RECREATION SERVICES	33.25
	KINGSFORD, ANDREA		RECREATION SERVICES	860.49
160406	KINNEY, HEATHER	CERTIFICATION RENEWAL	TRANSPORTATION	40.00
160407	LABOR & INDUSTRIES	L&I 4TH QTR 2022	MUNICIPAL COURTS	0.26
	LABOR & INDUSTRIES		COMMUNITY CENTER	37.34
	LABOR & INDUSTRIES		RECREATION SERVICES	60.89
	LABOR & INDUSTRIES		POLICE PATROL	387.23
160408	LAKE STEVENS SCHOOL	MITIGATION FEE AUG 2022	SCHOOL MITIGATION FEES	29,364.00
	LAKE STEVENS SCHOOL	MITIGATION FEES SEPT 2022	SCHOOL MITIGATION FEES	58,728.00
	LAKE STEVENS SCHOOL	MITIGATION FEE DEC 2022	SCHOOL MITIGATION FEES	68,516.00
160409	LAKEWOOD SCHOOL DIST	MITIGATION FEE SEPT/OCT 2022	SCHOOL MITIGATION FEES	32,094.00

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160410	LANDAU ASSOCIATES	LONG PROPERTY ENVIRONMENTAL SITE	GMA - STREET	1,500.00
160411	LASTING IMPRESSIONS	BASKETBALL CAMP SHIRTS	RECREATION SERVICES	392.29
	LASTING IMPRESSIONS	FLEECE BEANIES	ER&R	534.29
	LASTING IMPRESSIONS	EMERGENCY MANAGEMENT OUTREACH	EXECUTIVE ADMIN	732.98
160412	LESTER, TERI	SUPPLIES FOR WELLNESS COMMITTEE	MEDICAL CLAIMS	90.93
160413	LINDER ELECTRIC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
160414	LOWES HIW INC	WATERSHED REPAIR SUPPLIES	SOURCE OF SUPPLY	27.41
160415	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE	GMA-PARKS	10,851.46
160416	MAPLE VALLEY ELECTRI	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	75.00
160417	MARYFEST	TOURISM GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	40,000.00
160418	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	21,555.68
160419	MARYSVILLE SCHOOL	SUNNYSIDE ELEM/DEC 2022/BB	RECREATION SERVICES	4.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/DEC 2022/BB	RECREATION SERVICES	8.00
	MARYSVILLE SCHOOL	ULTIMATE SPORTS CAMP	RECREATION SERVICES	8.00
	MARYSVILLE SCHOOL	KELLOGG MARSH ELEM/DEC 2022/BB	RECREATION SERVICES	12.00
	MARYSVILLE SCHOOL	MARSHALL ELEM/DEC 2022/BB	RECREATION SERVICES	14.00
	MARYSVILLE SCHOOL	GROVE ELEM/DEC 2022/BB	RECREATION SERVICES	18.00
	MARYSVILLE SCHOOL	TOTEM MS/DEC 2022/BB	RECREATION SERVICES	18.00
	MARYSVILLE SCHOOL	PINEWOOD ELEM/DEC 2022/BB	RECREATION SERVICES	20.00
	MARYSVILLE SCHOOL	MMS/DEC 2022/BB	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	MARSHALL ELEM/DEC 2022/BB	RECREATION SERVICES	144.00
	MARYSVILLE SCHOOL	GROVE ELEM/DEC 2022/BB	RECREATION SERVICES	276.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/DEC 2022/BB	RECREATION SERVICES	288.00
	MARYSVILLE SCHOOL	MMS/DEC 2022/BB	RECREATION SERVICES	288.00
	MARYSVILLE SCHOOL	QUILCEDA TULALIP/DEC 2022/BB	RECREATION SERVICES	288.00
	MARYSVILLE SCHOOL	TOTEM MS/DEC 2022/BB	RECREATION SERVICES	288.00
160420	MARYSVILLE, CITY OF	UTILITY SERVICE	AFFORDABLE HOUSING	354.69
160421	MC CLURE & SONS INC	PAY ESTIMATE 8	SURFACE WATER CAPITAL	418,752.28
160422	MCWETHY, LUCAS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	150.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	225.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
160423	MIZELL, TARA	EXPENSE REIMBURSEMENT	COMMUNITY CENTER	707.16
160424	MOON CONSTRUCTION	PAY ESTIMATE 8	GMA-PARKS	84,715.20
160425	MOUNTAIN MIST	FNC LATE FEE	WASTE WATER TREATMENT	0.75
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	0.75
	MOUNTAIN MIST		SEWER MAIN COLLECTION	0.75
	MOUNTAIN MIST	FINANCE CHARGE	WASTE WATER TREATMENT	1.13
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	1.13
	MOUNTAIN MIST		SEWER MAIN COLLECTION	1.14
	MOUNTAIN MIST	PACKAGED WATER	WASTE WATER TREATMENT	6.23
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	6.23
	MOUNTAIN MIST		SEWER MAIN COLLECTION	6.23
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	16.47
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.47
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.47
	MOUNTAIN MIST		WASTE WATER TREATMENT	19.56

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160425	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	19.57
	MOUNTAIN MIST		SEWER MAIN COLLECTION	19.57
	MOUNTAIN MIST		WASTE WATER TREATMENT	24.49
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	24.49
	MOUNTAIN MIST		SEWER MAIN COLLECTION	24.49
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	25.58
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	25.58
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	25.59
	MOUNTAIN MIST		SEWER MAIN COLLECTION	25.59
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	25.59
	MOUNTAIN MIST		SEWER MAIN COLLECTION	25.59
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	26.49
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	26.50
	MOUNTAIN MIST		SEWER MAIN COLLECTION	26.50
160426	NAPA AUTO PARTS	OXYGEN SENSOR CREDIT RETURN	EQUIPMENT RENTAL	-46.87
	NAPA AUTO PARTS	SWITCH HEADLIGHT	EQUIPMENT RENTAL	26.17
	NAPA AUTO PARTS	OXYGEN SENSOR	EQUIPMENT RENTAL	46.87
	NAPA AUTO PARTS	2.5 DEF	STORM DRAINAGE	82.81
	NAPA AUTO PARTS		SEWER MAIN COLLECTION	82.82
160427	NATIONAL BARRICADE	EV CHARGING SIGNS	CAPITAL EXPENDITURES	77.46
	NATIONAL BARRICADE	RENTAL PCMS BOARD HOLIDAY PARADE	SPECIAL EVENTS & PROJECTS	469.13
160428	NATURAL RESOURCES	PS EBAY SLOUGH	STORM DRAINAGE	12.53
160429	NEW RESTORATION	EMERGENCY SERVICE FEE	SEWER MAIN COLLECTION	2,431.42
160430	NEWMAN BURROW LLC	POST CARD PRINTING-WINTER/SPRING	RECREATION SERVICES	4,105.00
160431	NORTH CENTRAL LABORA	WASTEWATER PLANT SUPPLIES	WASTE WATER TREATMENT	520.66
160432	NORTH COAST ELECTRIC	ED PLANT NEW PLC SPARES	WATER RESERVOIRS	963.67
160433	NORTH-WEST PAINTING	INTERIOR PAINTING	GMA-PARKS	34,242.20
160434	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE 12.5%	WATER/SEWER OPERATION	-87.65
	NORTHSTAR CHEMICAL		WATER/SEWER OPERATION	-63.17
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	735.17
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,020.05
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	2,802.83
160435	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICE	STORM DRAINAGE	1,723.75
160436	NORTHWEST PUBLISHING	GRANT FUNDED BROCHURES	RECREATION SERVICES	6,498.36
160437	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	DETENTION & CORRECTION	71.02
	ODP BUSINESS SOLUTIO		DETENTION & CORRECTION	79.60
	ODP BUSINESS SOLUTIO		POLICE PATROL	174.80
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	528.86
160438	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	24.00
	OLASON, MONICA		RECREATION SERVICES	57.60
	OLASON, MONICA		RECREATION SERVICES	58.80
	OLASON, MONICA		RECREATION SERVICES	72.00
	OLASON, MONICA		RECREATION SERVICES	125.00
	OLASON, MONICA		RECREATION SERVICES	130.00
160439	OREILLY AUTO PARTS	MULTI SOCK	EQUIPMENT RENTAL	16.06
160440	OSBORN, DANELLE	INSTRUCTOR PAYMENT	RECREATION SERVICES	84.00
160441	OTAK	SERVICES PERFORMED 10/29-11/25/22	GMA - STREET	138.00
160442	OWEN EQUIPMENT	REAR DOOR RECEIVER BLOCK H008	EQUIPMENT RENTAL	127.36
160443	PACIFIC TOPSOILS	BRUSH DUMP	ROADSIDE VEGETATION	142.20
	PACIFIC TOPSOILS	CONCRETE & WOOD CHIP DUMP	ROADSIDE VEGETATION	438.10
	PACIFIC TOPSOILS	BUSH DUMP	ROADSIDE VEGETATION	521.40

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160444	PARAMETRIX	SERVICES THROUGH 11/26/22	SURFACE WATER CAPITAL	14,882.77
160445	PARKSON CORP	CREDIT FOR 2 DAMAGED AIRLIFTS	WASTE WATER TREATMENT	-1,579.74
	PARKSON CORP	AIRLIFT PUMPS, AIR LIFT CRATE, FREIGHT	WASTE WATER TREATMENT	12,674.33
160446	PEACE OF MIND	PLANNING COMMISSION MINUTE TAKER	COMMUNITY	112.20
160447	PERFORMANCE VALIDA	COMMISSIONING REPORT DEVELOPMENT	CAPITAL EXPENDITURES	270.00
	PERFORMANCE VALIDA	TI AUDIT CHECKLIST/REPORT	CAPITAL EXPENDITURES	806.50
160448	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	185.00
	PGC INTERBAY LLC		PRO-SHOP	258.46
	PGC INTERBAY LLC		PRO-SHOP	458.56
	PGC INTERBAY LLC		GOLF ADMINISTRATION	787.07
	PGC INTERBAY LLC		MAINTENANCE	1,250.50
	PGC INTERBAY LLC		MAINTENANCE	4,299.14
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	PRO-SHOP	6,498.16
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	10,338.30
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	MAINTENANCE	10,685.69
160449	PH CONSULTING LLC	PROFESSIONAL SERVICES	GMA - STREET	7,350.00
	PH CONSULTING LLC	PROFESSIONAL SERVICES	GMA - STREET	15,965.00
160450	PLAY-WELL TEKNOLOGIE	INSTRUCTOR PAYMENT	RECREATION SERVICES	369.60
160451	POSTAL SERVICE	2022 PERMIT #80 RENEWAL	RECREATION SERVICES	275.00
160452	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	90.00
160453	PROFORCE LAW ENFORC	HOLSTERS	POLICE PATROL	951.56
	PROFORCE LAW ENFORC		POLICE PATROL	951.56
160454	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	450.00
160455	PUGET SOUND SECURITY	DUPLICATE KEYS	PARK & RECREATION FAC	25.27
160456	RAIN FOR RENT	PUMP RENTAL	STORM DRAINAGE	2,635.44
160457	RAINIER ENVIRONMENT	WWTP FATHEAD MINNOW ACUTE TEST	WASTE WATER TREATMENT	850.00
160458	REECE TRUCKING	PAY ESTIMATE 2	MARYSVILLE TBD	-22,035.76
	REECE TRUCKING	DEERING PARK DEMO	GMA-PARKS	229.21
	REECE TRUCKING	STOCK	WATER DIST MAINS	692.30
	REECE TRUCKING	PAY ESTIMATE 2	GENL GVRNMNT SERVICES	440,715.10
160459	RH2 ENGINEERING INC	SERVICES THROUGH 12/31/22	SEWER CAPITAL PROJECTS	13,725.65
160460	ROBERT DROLL LANDSCA	SERVICES PERFORMED 9/26-11/10/22	GMA-PARKS	58,194.70
160461	RSG ABATEMENT & DEMO	DEERING ASBESTOS REMOVAL	GMA-PARKS	-1,036.00
	RSG ABATEMENT & DEMO		GMA-PARKS	11,333.84
160462	SAFEWAY INC.	GRANOLA BARS, ETC	RECREATION SERVICES	25.44
160463	SAFEWAY INC.	DETERGENT, ETC	COMMUNITY CENTER	80.31
160464	SAFEWAY INC.	JAIL SUPPLIES	DETENTION & CORRECTION	43.79
160465	SAINT JOSEPH'S HOUSE	HUMAN SERVICES GRANT REIMBURSEMENT	RENTAL ASSISTANCE PROGRAM	42,437.62
160466	SECURITY CONTRACTOR	LEASE 9/9 TO 10/9/22	GMA-PARKS	213.34
	SECURITY CONTRACTOR	LEASE 9/18 TO 10/18/22	GMA-PARKS	607.18
160467	SIX ROBBLEES INC	BRAKE CLEANER	ER&R	267.81
160468	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	317.11
160469	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	370.16
160470	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	423.60
160471	SOUND PUBLISHING	BID ADVERTISEMENT	GMA - STREET	93.12
160472	SOUND PUBLISHING		GMA - STREET	93.12
160473	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	356.64
160474	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	41.54
	SPRINGBROOK NURSERY	5 YARD WOOD DEBRIS	STORM DRAINAGE	60.00
	SPRINGBROOK NURSERY	UTILITY SAND	SNOW & ICE REMOVAL	1,342.50
160475	SRV CONSTRUCTION	2ND ST LID IMPROVEMENTS	UTILITY CONSTRUCTION	-30,824.15

CITY OF MARYSVILLE
 INVOICE LIST

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160475	SRV CONSTRUCTION	2ND ST LID IMPROVEMENTS	UTILITY CONSTRUCTION	-24,690.93
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	493,818.68
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	618,131.28
160476	STANWOOD REDI-MIX	BLOCKS	PARK & RECREATION FAC	163.65
160477	STERICYCLE, INC.	MONTHLY SHREDDING SERVICE	EXECUTIVE ADMIN	11.19
	STERICYCLE, INC.		LEGAL - PROSECUTION	11.20
	STERICYCLE, INC.		EXECUTIVE ADMIN	22.38
	STERICYCLE, INC.		LEGAL - PROSECUTION	22.40
160478	STILLAGUAMISH OUTDOO	ADVERTISING	POLICE ADMINISTRATION	6,000.00
160479	SUNBELT RENTALS	LIGHT TOWER RENTALS	RECREATION SERVICES	852.67
160480	TESSCO INC	2-WAY ANTENNAS, MT. BRACKETS	ER&R	159.58
	TESSCO INC	2-WAY ANTENNAS, MT. BRACKETS	ER&R	465.20
160481	THE TIGER KIDS	INSTRUCTOR PAYMENT	RECREATION SERVICES	408.00
160482	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	363.30
	TRANSPO GROUP		GMA - STREET	519.30
	TRANSPO GROUP		GMA - STREET	3,097.29
	TRANSPO GROUP		GMA - STREET	5,482.49
	TRANSPO GROUP		GMA - STREET	10,010.60
160483	TRUE NORTH EQUIPMENT	PIVOT ARM CYLINDER	ER&R	2,333.17
160484	TULALIP TRIBES OF WA	PROFESSIONAL SERVICE	STORM DRAINAGE	2,053.50
160485	ULINE	MEN & WOMEN RESTROOM SIGNS	PUBLIC SAFETY BLDG	55.20
	ULINE	SANITARY NAPKINS	PUBLIC SAFETY BLDG	287.81
	ULINE	LOBBY BENCH	CAPITAL EXPENDITURES	2,555.34
160486	UNITED RECYCLING	CONTAINER DUMP DELIVERY	GMA-PARKS	8,964.49
160487	UNIVERSAL FIELD	ROW SERVICE THROUGH 11/22	GMA - STREET	105.21
160488	USA BLUEBOOK	PH BUFFER POUCHES	SUNNYSIDE FILTRATION PLANT	990.15
160489	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATIONS	UTILITY LOCATING	797.72
	UTILITIES UNDERGROUN		UTILITY LOCATING	905.52
160490	VALLEY ELECTRIC CO	STREET LIGHT COLLISION REPAIRS	STREET LIGHTING	56,760.00
160491	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	536.00
	WA STATE TREASURER		GENERAL FUND	22,432.62
160492	WASHINGTON FEDERAL	RETAINAGE FOR STRIDER CONSTRUCTION	GMA-STREET	3,013.72
	WASHINGTON FEDERAL		GMA-STREET	3,474.92
	WASHINGTON FEDERAL		GMA-STREET	4,375.00
	WASHINGTON FEDERAL		GMA-STREET	11,311.25
160493	WASTEQUIP		SOLID WASTE OPERATIONS	7,190.87
	WASTEQUIP		SOLID WASTE OPERATIONS	27,790.89
160494	WESTERN GRAPHICS	GRAPHICS SERVICES	POLICE PATROL	2,183.62
160495	WESTERN SYSTEMS	SCHOOL ZONE FLASHER REPLACEMENT	TRANSPORTATION	9,020.85
160496	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	252.00
160497	WETLAND RESOURCES	PROFESSIONAL SERVICES	GMA - STREET	1,530.00
160498	WHISTLE WORKWEAR	WORK JACKET	EQUIPMENT RENTAL	98.90
160499	YOUNGSTROM SAFETY	"IT WON'T HAPPEN TO YOU" PRESENTATIONS	EXECUTIVE ADMIN	3,800.00

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>3,679,835.75</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$3,679,835.75



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: January 10, 2022 Payroll in the Amount of \$1,879,723.02 Paid by EFT Transactions and Check Numbers 34249 through 34179

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 11, 2023 Claims in the Amount of \$212,156.76 Paid by EFT Transactions and Check Numbers 160234 through 160284

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[011123.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/11/2023 TO 1/11/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160234	LICENSING, DEPT OF	DRIVING ABSTRACT - POTTS3/KEMBEL	PERSONNEL ADMINISTRATION	30.00
160235	LICENSING, DEPT OF	DRIVING ABSTRACT - POTTS 4	PERSONNEL ADMINISTRATION	15.00
160236	911 SUPPLY INC. 911 SUPPLY INC.	UNIFORM	DETENTION & CORRECTION	109.39
160237	ALLIANT INSURANCE	BROKER FEE 2023/2024	POLICE PATROL	367.55
160238	AMAZON CAPITAL	SUPPLIES	RISK MANAGEMENT	50,000.00
160239	ARLINGTON, CITY OF	ACCT #700033.31	DETENTION & CORRECTION	78.76
160240	ARMOR UP AMERICA	RESPONDER HEALTH	WATER FILTRATION PLANT	36.70
160241	AROCHA, PEDRO		POLICE ADMINISTRATION	444.00
160242	ASSN OF WA CITIES	MEMBERSHIP	WATER/SEWER OPERATION	25.42
160243	BRANNON, TONY		PERSONNEL ADMINISTRATION	54,553.44
160244	BRATCHER, KATHRYN		GARBAGE	507.75
160245	BURTIS, MICHAEL	TASER PROGRAM	WATER/SEWER OPERATION	87.01
160246	CALLAGHAN, WILLIAM R		POLICE TRAINING-FIREARMS	379.50
160247	CARNAHAN, MARK & LAU		WATER/SEWER OPERATION	13.47
160248	CIVICPLUS	ANNUAL HOSTING/SUPPORT FEES	WATER/SEWER OPERATION	227.94
160249	COMCAST	ACCT #8498310021752089	EXECUTIVE ADMIN	7,023.14
160250	COUDRAY, AARON		COMPUTER SERVICES	633.17
160251	CRIME STOPPERS	CRIME STOPPERS 2023 ALLOCATION	WATER/SEWER OPERATION	279.88
160252	DMCMA	DMCMA MEMBERSHIP - ELSNER	POLICE PATROL	2,361.73
	DMCMA	DMCMA MEMBERSHIP - RICKER	MUNICIPAL COURTS	150.00
160253	FBI/LEEDA	DUES - ELTON	MUNICIPAL COURTS	150.00
160254	GAYLON, COOPER		POLICE ADMINISTRATION	50.00
160255	GOVERNMENTJOBS.COM	SUBSCRIPTION NEOGOV	WATER/SEWER OPERATION	25.00
160256	HANKS, FARNHAM & MAR		PERSONNEL ADMINISTRATION	9,717.83
160257	INTL ASSOC CHIEFS	MEMBERSHIP RENEWAL 2023	WATER/SEWER OPERATION	368.15
160258	JAMES, KEVIN		POLICE PATROL	1,225.00
160259	KING, SHERRY JO	PROTEM SERVICE	WATER/SEWER OPERATION	372.30
160260	LENNAR NORTHWEST INC		MUNICIPAL COURTS	1,110.00
160261	LENNAR NORTHWEST INC		GARBAGE	571.14
160262	LENNAR NORTHWEST INC		GARBAGE	553.64
160263	LENNAR NORTHWEST INC		GARBAGE	557.14
160264	LENNAR NORTHWEST INC		WATER/SEWER OPERATION	560.64
160265	LENNAR NORTHWEST INC		GARBAGE	567.64
160266	LEXIPOL LLC	LEGACY RENEWAL 2023	GARBAGE	550.14
160267	MARYSVILLE, CITY OF	UTILITY SERVICE	POLICE PATROL	5,573.23
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	31.77
	MARYSVILLE, CITY OF		NON-DEPARTMENTAL	64.86
	MARYSVILLE, CITY OF		CITY HALL	79.43
	MARYSVILLE, CITY OF		STORM DRAINAGE	100.52
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	118.30
	MARYSVILLE, CITY OF		CITY HALL	125.11
	MARYSVILLE, CITY OF		STORM DRAINAGE	126.40
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	130.63
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	130.83
	MARYSVILLE, CITY OF		OPERA HOUSE	131.11
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	218.39
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	219.66
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	222.44
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	243.80
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	296.16
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	477.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/11/2023 TO 1/11/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160267	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	720.21
	MARYSVILLE, CITY OF		COURT FACILITIES	731.13
	MARYSVILLE, CITY OF		CITY HALL	793.95
	MARYSVILLE, CITY OF		OPERA HOUSE	822.38
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,245.24
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,260.93
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	1,908.16
	MARYSVILLE, CITY OF		CITY HALL	1,989.60
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,478.32
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	3,132.57
160268	MARYSVILLE, CITY OF		PARK & RECREATION FAC	25.02
160269	MPA	MPA MEMBERSHIP - HORNUNG	PROBATION	40.00
160270	NIANEKEO, ASHLEY		WATER/SEWER OPERATION	38.21
160271	NYAGA, PAULINE W		GARBAGE	284.72
160272	PERREAULT, RICHARD		GARBAGE	13.32
160273	POWERDMS, INC	SUBSCRIPTION RENEWAL 2023	POLICE ADMINISTRATION	12,873.55
160274	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	10,377.64
160275	PUD	ACCT #205283641	STREET LIGHTING	10.82
	PUD	ACCT #205026479	STREET LIGHTING	11.84
	PUD		STREET LIGHTING	18.53
	PUD	ACCT #204584361	STREET LIGHTING	18.69
	PUD	ACCT #202177861	PUMPING PLANT	19.62
	PUD	ACCT #200998532	PARK & RECREATION FAC	21.31
	PUD	ACCT #204933311	PUMPING PLANT	22.79
	PUD	ACCT #204584361	STREET LIGHTING	24.78
	PUD	ACCT #201380995	PUMPING PLANT	25.00
	PUD	ACCT #202791166	PUMPING PLANT	31.09
	PUD	ACCT #221303498	STREET LIGHTING	34.81
	PUD	ACCT #202368536	TRANSPORTATION	53.99
	PUD	ACCT #220153100	TRANSPORTATION	60.03
	PUD	ACCT #202183679	TRANSPORTATION	62.43
	PUD	ACCT #202102190	TRANSPORTATION	64.44
	PUD	ACCT #200800704	STREET LIGHTING	68.12
	PUD	ACCT #201931193	PARK & RECREATION FAC	69.76
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	71.90
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	76.82
	PUD	ACCT #202220760	GOLF ADMINISTRATION	83.13
	PUD	ACCT #200869303	TRANSPORTATION	85.04
	PUD	ACCT #222592917	PARK & RECREATION FAC	100.29
	PUD	ACCT #220298624	STREET LIGHTING	108.47
	PUD	ACCT #202576112	STREET LIGHTING	130.41
	PUD	ACCT #202368197	PUMPING PLANT	167.82
	PUD	ACCT #202689105	WASTE WATER TREATMENT	172.81
	PUD	ACCT #201046380	PARK & RECREATION FAC	177.10
	PUD	ACCT #202490637	SEWER LIFT STATION	178.65
	PUD	ACCT #202294336	STREET LIGHTING	185.04
	PUD	ACCT #202572327	STREET LIGHTING	194.60
	PUD	ACCT #203344585	STREET LIGHTING	208.16
	PUD	ACCT #202030078	TRANSPORTATION	225.78
	PUD	ACCT #220731285	STREET LIGHTING	252.50
	PUD	ACCT #200164598	SOURCE OF SUPPLY	296.22

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/11/2023 TO 1/11/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160275	PUD	ACCT #200084150	TRANSPORTATION	337.97
	PUD	ACCT #202461554	SEWER LIFT STATION	870.89
	PUD	ACCT #201639630	GOLF ADMINISTRATION	1,049.67
	PUD	ACCT #202604203	STREET LIGHTING	1,796.34
	PUD	ACCT #202576112	STREET LIGHTING	2,477.96
	PUD	ACCT #202604203	STREET LIGHTING	2,694.51
	PUD	ACCT #201577921	PUMPING PLANT	4,846.01
160276	SEATTLE MUNICIPAL	DMCJA MEMBERSHIP - GILLINGS/TOWERS	MUNICIPAL COURTS	2,000.00
160277	STEWART, AARON	DEFENSIVE TACTICS/TASER	POLICE TRAINING-FIREARMS	379.50
160278	TYLER TECHNOLOGIES	SOCRATA OPEN FINANCE	FINANCE-GENL	10,967.91
160279	VERIZON	AMR LINES	METER READING	424.25
160280	WALKER MOTOR WORKS L		GARBAGE	37.82
160281	WAPRO	WAPRO MEMBERSHIP - GEDDIS	CITY CLERK	25.00
160282	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	61.74
160283	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	63.37
160284	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	63.22

WARRANT TOTAL: 212,156.76

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$212,156.76



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 18, 2023 Claims in the Amount of \$265,630.48 Paid by EFT Transactions and Check Numbers 160285 through 160330 with Check Number 157840 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[011823.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/18/2023 TO 1/18/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160285	LICENSING, DEPT OF	DRIVING ABSTRACT - ADLINGTON	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - LINARES	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - OXENTENKO	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - WARNER	PERSONNEL ADMINISTRATION	15.00
160286	PREMERA BLUE CROSS	CLAIMS PAID 1/1 TO 1/7/2023	MEDICAL CLAIMS	41,882.58
160287	AGING OPTIONS	REFUND OPERA HOUSE	GENERAL FUND	250.00
160288	ALL TRAFFIC SOLUTION	RADAR TRAILER	POLICE PATROL	7,922.77
160289	AMAZON CAPITAL	HANDHELD DEPTH FINDER	WATER RESERVOIRS	68.20
	AMAZON CAPITAL	TONER, SCISSORS, FILE POCKETS	FINANCE-GENL	293.31
160290	AMERICAN PUBLIC WORK	MEMBERSHIP RENEWAL 2023 TO 2024	ENGR-GENL	254.00
160291	BANK OF AMERICA	ADVERTISING/FINANCE CHARGES	COMMUNITY	11.37
	BANK OF AMERICA		COMMUNITY	50.00
160292	BENEFIT COORDINATORS	JAN 2023 PREMIUMS	MEDICAL CLAIMS	166,108.72
160293	BUCK, KIMBERLEE	REFUND - BASKETBALL	PARKS-RECREATION	85.00
160294	CASTELLANOS, ITALO	UTILITY BILLING REFUND	WATER/SEWER OPERATION	5.79
160295	COLDWELL BANKER BAIN	UB REFUND 6100 55TH AVE NE	WATER/SEWER OPERATION	115.00
160296	COMMAND SOURCING	JAIL SUPPLIES	DETENTION & CORRECTION	583.23
160297	GEHL, DORA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	203.57
160298	GENTLES, KRISTIN	REFUND - BASKETBALL	PARKS-RECREATION	95.00
	GENTLES, KRISTIN		PARKS-RECREATION	95.00
160299	HAMILTON, LISA	REFUND - SKETCHBOOK ART	PARKS-RECREATION	44.00
	HAMILTON, LISA	REFUND ART EXPLORERS	PARKS-RECREATION	108.00
160300	JONES, KATHRYN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	302.32
160301	MIZELL, TARA	TABLE	COMMUNITY CENTER	136.28
160302	MOHAMED, NASHUA	INSTRUCTOR SERVICE	RECREATION SERVICES	192.00
160303	NEERING, SARAH	REFUND - LITTLE LITS	PARKS-RECREATION	90.00
160304	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,756.88
160305	PIERCE, JASON	REFUND - PAINT N' GLUE	PARKS-RECREATION	120.00
160306	POSTAL SERVICE	PERMIT #80 - STANDARD MAIL	RECREATION SERVICES	5,804.23
160307	PUD	ACCT #201142098	PARK & RECREATION FAC	8.96
	PUD	ACCT #205481823	GOLF ADMINISTRATION	21.58
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	21.63
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	21.63
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	21.63
	PUD	ACCT #201346665	SEWER LIFT STATION	23.99
	PUD	ACCT #201142155	TRANSPORTATION	39.33
	PUD	ACCT #200660439	STREET LIGHTING	47.76
	PUD	ACCT #202294245	SEWER LIFT STATION	54.02
	PUD	ACCT #204829691	STREET LIGHTING	57.81
	PUD	ACCT #203996343	STREET LIGHTING	77.14
	PUD	ACCT #221610405	STREET LIGHTING	99.67
	PUD	ACCT #201909637	SEWER LIFT STATION	121.57
	PUD	ACCT #203291216	GENERAL	156.58
	PUD	ACCT #220020531	STREET LIGHTING	261.26
	PUD	ACCT #200812808	PUMPING PLANT	376.47
	PUD	ACCT #201098969	PUMPING PLANT	774.48
	PUD	ACCT #202882098	STREET LIGHTING	9,102.62
	PUD		STREET LIGHTING	14,237.45
160308	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	101.34
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	161.89

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/18/2023 TO 1/18/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160308	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	169.33
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	255.71
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	259.90
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	323.96
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	833.80
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	902.87
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	906.87
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	1,378.38
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	3,366.54
160309	RAKESH GUPTA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	25.00
160310	RANDOLPH, SAYWARD	REFUND - LITTLE LITS II	PARKS-RECREATION	55.71
	RANDOLPH, SAYWARD	REFUND - ART EXPLORERS	PARKS-RECREATION	108.00
160311	SCHWARTZ, DANIEL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	513.86
160312	SLOY, MICHAEL		WATER/SEWER OPERATION	46.49
160313	SNYDER, CANON	DJ SERVICE	RECREATION SERVICES	800.00
160314	SOPER, ANNA	REFUND - SKETCHBOOK	PARKS-RECREATION	44.00
160315	STRUTHERS, ELIZABETH	REFUND - DISCOVER YOUR 123'S	PARKS-RECREATION	108.00
	STRUTHERS, ELIZABETH	REFUND - DISCOVER YOUR ABC'S	PARKS-RECREATION	108.00
160316	SWANK MOTION PICTURE	ENTERTAINMENT - SHOW	OPERA HOUSE	325.00
160317	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	519.30
160318	TUNRER, SUSAN	REFUND - ANIMAL TOT DETECTIVES	PARKS-RECREATION	27.00
160319	VALEEVA, TATIANA	UB REFUND 5738 65TH ST NE	WATER/SEWER OPERATION	156.80
160320	WESTLEY, DENISE	REFUND CREDIT BALANCE	PARKS-RECREATION	60.00
160321	WOOD, AMANDA	REFUND - SKETCHBOOK ART	PARKS-RECREATION	44.00
160322	ZINGMARK, ANNA M	UTILITY BILLING REFUND	WATER/SEWER OPERATION	46.17
160323	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	62.36
160324	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
160325	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	221.93
160326	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	65.80
160327	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	27.63
	ZIPLY FIBER		MUNICIPAL COURTS	110.52
160328	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	71.84
160329	ZIPLY FIBER	ACCT #3606594037	CITY HALL	103.11
160330	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	225.94

WARRANT TOTAL: 265,822.48

Nashua Mohamed 157840 Void Check Lost/Damaged \$192.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$265,630.48



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: January 25, 2023 Payroll in the Amount of \$1,650,155.93 Paid by EFT Transactions and Check Numbers 34262 through 34274

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 25, 2023 Claims in the Amount of \$263,427.57 Paid by EFT Transactions and Check Numbers 160574, 160575, 160576, 160618 through 160658

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[012523.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/25/2023 TO 1/25/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160574	FIRST AMERICAN TITLE	EARNEST MONEY	SEWER CAPITAL PROJECTS	5,000.00
160575	LICENSING, DEPT OF	DRIVING ABSTRACT - WHALEY	PERSONNEL ADMINISTRATION	15.00
160576	NEARMAP	GIS NEARMAP SUBSCRIPTION	COMPUTER SERVICES	23,241.95
160618	911 SUPPLY INC.	UNIFORM - GIBBS	POLICE PATROL	213.31
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	507.69
	911 SUPPLY INC.	EAR PHONES	POLICE PATROL	3,427.85
160619	ALEXANDER PRINTING	BUSINESS CARDS	FINANCE-GENL	125.10
	ALEXANDER PRINTING		UTILITY BILLING	208.50
	ALEXANDER PRINTING		CITY COUNCIL	437.46
	ALEXANDER PRINTING	CIC FOLIOS	PLANNING & COMMUNITY DEV	866.13
160620	AMAZON CAPITAL	CREDIT	FINANCE-GENL	-158.07
	AMAZON CAPITAL	CREDIT	FINANCE-GENL	-8.74
	AMAZON CAPITAL	MECHANICAL PENCILS	FINANCE-GENL	8.74
	AMAZON CAPITAL	ANTI-FATIGUE MAT	EXECUTIVE ADMIN	42.39
	AMAZON CAPITAL	CONDUIT FOR EOC	EXECUTIVE ADMIN	51.97
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	79.12
160621	ANDREWS, ROBERT & JO	UB REFUND	WATER/SEWER OPERATION	84.88
160622	ASSN OF WA CITIES	2023 MEMBERSHIP DUES	NON-DEPARTMENTAL	55,393.00
160623	ASTOUND BUSINESS	OPERA HOUSE FIBER IRU	CENTRAL SERVICES	111.40
160624	BAKER, LYNN	UB REFUND	WATER/SEWER OPERATION	226.99
160625	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	4,531.36
160626	CAPGROW HOLDINGS^	UB REFUND	WATER/SEWER OPERATION	78.31
160627	CARSON, STEPHEN	UB REFUND	WATER/SEWER OPERATION	116.42
160628	CNR INC	CNR LABOR	COMPUTER SERVICES	46.23
	CNR INC		COMPUTER SERVICES	184.89
160629	DECHENNE, IAN	UB REFUND	WATER/SEWER OPERATION	16.17
	DECHENNE, IAN		GARBAGE	282.89
160630	EDGE ANALYTICAL	RAW COMPLIANCE 104023016 - ESTP	WATER QUAL TREATMENT	23.00
160631	FERGUSON ENTERPRISES	REBUILD KIT	SUNNYSIDE FILTRATION	368.81
160632	FIRST AMERICAN TITLE	TITLE REPORT RECORDING	GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
160633	GAMBILL, BEN	UB REFUND	WATER/SEWER OPERATION	92.06
160634	GRAINGER	REUSABLE SEROLOGICAL PIPETTE	WASTE WATER TREATMENT	228.77
160635	HAVERTY, RICHARD	UB REFUND	WATER/SEWER OPERATION	346.12
160636	HIRASHIMA, GLORIA	DISHWASHER MAGNET	CAPITAL EXPENDITURES	17.04
160637	INTL ASSOC CHIEFS	IACP DUES - FRANZEN	POLICE TRAINING-FIREARMS	75.00
	INTL ASSOC CHIEFS	IACP DUES - LAMOUREUX	POLICE INVESTIGATION	190.00
	INTL ASSOC CHIEFS	IACP DUES - VERMEULEN	POLICE PATROL	190.00
160638	LYNN PEAVEY COMPANY	SUPPLIES	POLICE PATROL	19.34
160639	NICHOLS, KIMBERLY &	UB REFUND	WATER/SEWER OPERATION	407.67
160640	PHILLIPS QUALITY CAR	UB REFUND	WATER/SEWER OPERATION	200.86
160641	PHILLIPS QUALITY CAR	UB REFUND	GARBAGE	100.00
160642	POSTAL SERVICE	POSTAGE - PD	OFFICE OPERATIONS	3,000.00
160643	PUD	ACCT #205195373	PARK & RECREATION FAC	22.68
	PUD	ACCT #202461026	MAINT OF GENL PLANT	23.31
	PUD	ACCT #200973956	SEWER LIFT STATION	29.17
	PUD	ACCT #200501617	TRANSPORTATION	33.01

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/25/2023 TO 1/25/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160643	PUD	ACCT #202794657	TRANSPORTATION	48.83
	PUD	ACCT #200448801	TRANSPORTATION	56.13
	PUD	ACCT #221115934	MAINT OF GENL PLANT	57.32
	PUD	ACCT #203500020	STREET LIGHTING	59.19
	PUD	ACCT #203199732	TRANSPORTATION	64.16
	PUD	ACCT #202303301	SEWER LIFT STATION	66.65
	PUD	ACCT #223514563	TRANSPORTATION	67.57
	PUD	ACCT #202524690	PUMPING PLANT	77.11
	PUD	ACCT #202288585	TRANSPORTATION	79.41
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	86.90
	PUD	ACCT #220681340	STORM DRAINAGE	87.07
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	89.80
	PUD	ACCT #222664740	TRANSPORTATION	90.63
	PUD	ACCT #222664310	TRANSPORTATION	91.82
	PUD	ACCT #202011813	PUMPING PLANT	102.24
	PUD	ACCT # 222772634	TRANSPORTATION	102.35
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	139.35
	PUD	ACCT #222663973	TRANSPORTATION	144.33
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	160.97
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	205.36
	PUD	ACCT #201628880	WASTE WATER TREATMENT	212.36
	PUD	ACCT #222025900	PUMPING PLANT	218.80
	PUD	ACCT #223013277	AFFORDABLE HOUSING	314.91
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	356.45
	PUD	ACCT #201247699	STREET LIGHTING	367.35
	PUD	ACCT #201675634	WASTE WATER TREATMENT	416.83
	PUD	ACCT #220824148	WASTE WATER TREATMENT	448.23
	PUD	ACCT #201587284	WASTE WATER TREATMENT	746.59
	PUD	ACCT #200021871	COURT FACILITIES	819.03
	PUD	ACCT #201617479	CITY HALL	886.50
	PUD	ACCT #202177333	MAINT OF GENL PLANT	915.21
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,279.68
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,404.80
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,639.53
	PUD	ACCT #202075008	WASTE WATER TREATMENT	9,006.48
	PUD	ACCT #201420635	WASTE WATER TREATMENT	14,767.49
	PUD	ACCT #201721180	WASTE WATER TREATMENT	20,225.68
160644	RAVE WIRELESS INC	RAVE ALERT PLATFORM	EXECUTIVE ADMIN	14,413.46
160645	REAL TRUST IRA ALTER	UB REFUND	WATER/SEWER OPERATION	48.15
	REAL TRUST IRA ALTER		WATER/SEWER OPERATION	250.28
160646	RIAZ, SAMSON		WATER/SEWER OPERATION	228.00
160647	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	39.91
160648	SAFeway INC.		DETENTION & CORRECTION	48.20
160649	SCCFOA	DUES - NIELD/GEDDIS/WOOLDRIDGE/Ryan	CITY CLERK	60.00
	SCCFOA		FINANCE-GENL	60.00
160650	SNO CO AUDITOR	VOTER REGISTRATION COST	FINANCIAL & RECORDS	81,181.67
160651	WA STATE BAR ASSOCIA	LICENSE RENEWAL 2023 - WALKER	LEGAL-GENL	471.10
	WA STATE BAR ASSOCIA	LICENSE RENEWAL 2023-EGGERTSEN	LEGAL-GENL	471.10
160652	WEST PAYMENT CENTER	INVESTIGATIVE TOOL, SOFTWARE CHARGES	POLICE INVESTIGATION	412.63
160653	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	57.80
160654	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	35.63

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/25/2023 TO 1/25/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160654	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	35.64
160655	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	71.99
160656	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	36.69
	ZIPLY FIBER		POLICE INVESTIGATION	36.70
160657	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	112.71
	ZIPLY FIBER		SUNNYSIDE FILTRATION	127.11
160658	ZIPLY FIBER	LOCAL/LD DEC 2022	CRIME PREVENTION	8.91
	ZIPLY FIBER		PROPERTY TASK FORCE	8.91
	ZIPLY FIBER		WATER QUAL TREATMENT	8.91
	ZIPLY FIBER		PURCHASING/CENTRAL	8.91
	ZIPLY FIBER		FACILITY MAINTENANCE	8.91
	ZIPLY FIBER		CITY CLERK	17.81
	ZIPLY FIBER		YOUTH SERVICES	17.81
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.81
	ZIPLY FIBER		STORM DRAINAGE	26.72
	ZIPLY FIBER		GIS SERVICES IS	26.72
	ZIPLY FIBER		PARK & RECREATION FAC	35.62
	ZIPLY FIBER		LEGAL-GENL	35.62
	ZIPLY FIBER		GENERAL	35.62
	ZIPLY FIBER		LEGAL - PROSECUTION	44.53
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	44.53
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	53.44
	ZIPLY FIBER		RECREATION SERVICES	62.34
	ZIPLY FIBER		EQUIPMENT RENTAL	62.34
	ZIPLY FIBER		FINANCE-GENL	71.25
	ZIPLY FIBER		POLICE INVESTIGATION	80.15
	ZIPLY FIBER		UTILITY BILLING	80.15
	ZIPLY FIBER		COMPUTER SERVICES	80.16
	ZIPLY FIBER		WASTE WATER TREATMENT	97.97
	ZIPLY FIBER		EXECUTIVE ADMIN	106.87
	ZIPLY FIBER		POLICE ADMINISTRATION	106.87
	ZIPLY FIBER		OFFICE OPERATIONS	106.87
	ZIPLY FIBER		MUNICIPAL COURTS	115.78
	ZIPLY FIBER		UTIL ADMIN	115.78
	ZIPLY FIBER		COMMUNITY	160.31
	ZIPLY FIBER		ENGR-GENL	178.12
	ZIPLY FIBER		DETENTION & CORRECTION	222.65
	ZIPLY FIBER		POLICE PATROL	472.02

WARRANT TOTAL: 263,427.57

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$263,427.57



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: February 1, 2023 Claims in the Amount of \$1,736,716.25 Paid by EFT Transactions and Check Numbers 160659 through 160794 with Check Numbers 160144, 160423, 160577 through 160617 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[020123.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/1/2023 TO 2/1/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160659	PREMERA BLUE CROSS	PREMERA CLAIMS PAID	MEDICAL CLAIMS	52,086.08
160660	ALLIANT INSURANCE	RENEWAL - SCAIRPON	RISK MANAGEMENT	75.00
	ALLIANT INSURANCE	ACIP CRIME/2ND INSTALLMENT	RISK MANAGEMENT	3,371.20
	ALLIANT INSURANCE	COMMERCIAL RENEWAL PREMIUM	RISK MANAGEMENT	25,516.24
	ALLIANT INSURANCE		RISK MANAGEMENT	39,755.76
	ALLIANT INSURANCE		RISK MANAGEMENT	150,328.33
	ALLIANT INSURANCE		RISK MANAGEMENT	359,781.00
160661	STATE AUDITORS OFFICE	AUDIT PERIOD 2021	NON-DEPARTMENTAL	348.30
	STATE AUDITORS OFFICE		UTIL ADMIN	348.30
	STATE AUDITORS OFFICE		NON-DEPARTMENTAL	5,526.36
	STATE AUDITORS OFFICE		UTIL ADMIN	5,526.36
	STATE AUDITORS OFFICE		UTIL ADMIN	5,950.12
	STATE AUDITORS OFFICE		NON-DEPARTMENTAL	5,950.13
160662	LICENSING, DEPT OF	CPL'S FOR JAN 2023	INTERGOVERNMENTAL	1,134.00
160663	911 SUPPLY INC.	ADMIN UNIFORMS	POLICE ADMINISTRATION	21.88
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	34.47
	911 SUPPLY INC.	COMMAND UNIFORMS	POLICE ADMINISTRATION	68.26
	911 SUPPLY INC.	CHEVRONS	POLICE PATROL	69.04
	911 SUPPLY INC.	TRAINING UNIFORMS	POLICE	74.38
	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	83.17
	911 SUPPLY INC.	PATROL UNIFORMS	POLICE PATROL	84.80
	911 SUPPLY INC.	UNIFORMS	YOUTH SERVICES	98.44
	911 SUPPLY INC.		DETENTION & CORRECTION	109.39
	911 SUPPLY INC.	CMDR UNIFORMS	POLICE ADMINISTRATION	131.27
	911 SUPPLY INC.	COMMAND UNIFORMS	POLICE ADMINISTRATION	137.64
	911 SUPPLY INC.	PATROL UNIFORMS	POLICE PATROL	142.20
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	150.95
	911 SUPPLY INC.	CUSTODY UNIFORMS	DETENTION & CORRECTION	172.56
	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	236.56
	911 SUPPLY INC.	CUSTODY UNIFORMS	DETENTION & CORRECTION	443.38
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	690.58
	911 SUPPLY INC.	CUSTODY UNIFORMS	DETENTION & CORRECTION	718.69
160664	A HOLISTIC ADULT FAM	UB REFUND	GARBAGE	115.89
160665	ADAMS, NATHAN	CRIME SCENE PHOTOGRAPHY	POLICE INVESTIGATION	34.00
	ADAMS, NATHAN	EVIDENCE PROCESSING	POLICE INVESTIGATION	34.00
160666	ALEXANDER PRINTING	BUSINESS CARDS	EXECUTIVE ADMIN	129.31
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE INVESTIGATION	522.64
	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	990.23
	ALEXANDER PRINTING	PRINTING CASE JACKETS	POLICE PATROL	1,314.96
160667	AMAZON CAPITAL	BADGE HOLDERS	COMMUNITY	10.82
	AMAZON CAPITAL	FELT FURNITURE PADS	COMMUNITY CENTER	17.30
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	17.80
	AMAZON CAPITAL	CALENDAR	FACILITY MAINTENANCE	19.68
	AMAZON CAPITAL	SUPPLIES - PAPER	POLICE ADMINISTRATION	29.46
	AMAZON CAPITAL	CALENDARS	ENGR-GENL	37.14
	AMAZON CAPITAL	WIRELESS MOUSE	COMMUNITY	38.28
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	63.90
	AMAZON CAPITAL	CALENDARS	ENGR-GENL	65.58
	AMAZON CAPITAL	FIRST AID SUPPLIES	POLICE PATROL	76.04
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	84.23
	AMAZON CAPITAL	ROUND END TABLES	COMMUNITY EVENTS	85.36

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160667	AMAZON CAPITAL	ENTRY SHELF, DIAPER DISPOSAL BAGS	COMMUNITY CENTER	93.78
	AMAZON CAPITAL	ELASTIC WRISTBANDS	RECREATION SERVICES	109.82
	AMAZON CAPITAL	SUPPLIES- LABELS	DETENTION & CORRECTION	115.89
	AMAZON CAPITAL	BOOKS FOR COMMAND	POLICE ADMINISTRATION	135.84
	AMAZON CAPITAL	WALL CALENDARS	ENGR-GENL	155.14
	AMAZON CAPITAL	ROUND END TABLES	COMMUNITY EVENTS	170.72
	AMAZON CAPITAL	UMBRELLA HOLDER, ECT	RECREATION SERVICES	176.15
	AMAZON CAPITAL	CABLE MANAGEMENT	COMPUTER SERVICES	177.23
	AMAZON CAPITAL	OFFICE SUPPLIES	PARK & RECREATION FAC	339.55
	AMAZON CAPITAL		COMPUTER SERVICES	455.52
	AMAZON CAPITAL	SURVEILLANCE MICS	POLICE PATROL	712.15
	AMAZON CAPITAL	CAMERA AND CASE	TRIBAL GAMING-GENL	1,271.22
160668	AMEZCUA, JESSICA & R	UTILITY BILLING REFUND	WATER/SEWER OPERATION	281.53
160669	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	167.17
160670	ASCAP	2023 MUSIC LICENSING FEE	RECREATION SERVICES	840.00
160671	ASTOUND BUSINESS	I-NET, FIBER MAINTENANCE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	1,438.20
160672	BEKINS NORTHWEST	MOVING SERVICES	CAPITAL EXPENDITURES	761.92
160673	BIO CLEAN, INC	BIO CLEAN PATROL VEHICLE	POLICE PATROL	420.04
	BIO CLEAN, INC	BIO CLEAN PATROL CAR	POLICE PATROL	421.19
160674	BIOTECH SCREENING	JAIL SUPPLIES	DETENTION & CORRECTION	576.49
160675	BOELE, KILE & STEPHA	UTILITY BILLING REFUND	GARBAGE	292.06
160676	BOTESCH, NASH & HALL	MARYSVILLE CIVIC CENTER	CAPITAL EXPENDITURES	20,692.66
160677	BOWMAN, TAYLOR	UTILITY BILLING REFUND	WATER/SEWER OPERATION	43.55
160678	BUILDERS EXCHANGE	BID POSTINGS	GENL GVRNMNT SERVICES	45.00
	BUILDERS EXCHANGE		GMA - STREET	72.00
	BUILDERS EXCHANGE		GMA - STREET	86.55
	BUILDERS EXCHANGE		SURFACE WATER CAPITAL	118.95
160679	C M HEATING	REFUND - ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	35.00
	C M HEATING		COMMUNITY DEVELOPMENT	35.00
	C M HEATING	REFUND - MECHANICAL PERMIT FEES	NON-BUS LICENSES AND	63.00
	C M HEATING	REFUND - MECHANICAL PERMIT FEES	NON-BUS LICENSES AND	63.00
160680	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,981.46
160681	CASCADE MACHINERY	SERVICE CALL GA-30 COMPRESSOR	WASTE WATER TREATMENT	5,331.58
160682	CATERING BY TARA	CATERING - DUELING PIANO	OPERA HOUSE	3,614.57
160683	CATHOLIC COMMUNITY	CCS - CHORE SERVICES	COMMUNITY	858.10
160684	CLEARWATER PACKAGE	SUPPLIES	DETENTION & CORRECTION	366.52
160685	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	451.33
160686	COOP SUPPLY	STRAW BALE	PARK & RECREATION FAC	15.31
	COOP SUPPLY	SUPPLIES	PARK & RECREATION FAC	362.61
160687	CORE STRENGTHS	CORE STRENGTHS YEARLY RENEWAL	POLICE ADMINISTRATION	5,500.00
160688	CRYSTAL SPRINGS	WATER SERVICE	POLICE PATROL	85.52
	CRYSTAL SPRINGS		DETENTION & CORRECTION	85.52
	CRYSTAL SPRINGS		OFFICE OPERATIONS	85.52
	CRYSTAL SPRINGS		RECREATION SERVICES	86.08
160689	DELL	LAPTOP BATTERY AND MEMORY	IS REPLACEMENT	171.51
	DELL	LAPTOP CHARGERS	IS REPLACEMENT	339.96
	DELL	MONITORS	DETENTION & CORRECTION	459.46
	DELL	DESKTOP/MONITORS/KEYBOARDS/MOUSE	GMA-PARKS	1,906.81
160690	DICKS TOWING	TOWING 23-1432	POLICE PATROL	77.54

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160690	DICKS TOWING	TOWING 23-1630	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-192	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-227	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-2645	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-968	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-CCW8620	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-CEX 7551	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-360	POLICE PATROL	103.38
	DICKS TOWING	TOWING 23-333	POLICE PATROL	129.23
	DICKS TOWING	TOWING 23-1792 CAZ0510	POLICE PATROL	241.64
160691	DISCOUNT TOWING	TOWING DUCATI	POLICE PATROL	374.15
	DISCOUNT TOWING		POLICE PATROL	374.15
160692	DK SYSTEMS, INC.	HVAC OLD PS BLDG	PUBLIC SAFETY BLDG	177.77
160693	DONNELSON ELECTRIC	MCC BUILDING	CAPITAL EXPENDITURES	1,742.48
	DONNELSON ELECTRIC		CAPITAL EXPENDITURES	7,629.97
160694	DYER, ROBERT L	LEOFF I REIMBURSEMENT	POLICE ADMINISTRATION	1,467.00
160695	E&E LUMBER	LIGHT BULBS	PARK & RECREATION FAC	4.82
	E&E LUMBER	PICTURE HANG WITH KNIFE	CIVIC CENTER	13.42
	E&E LUMBER	BATTERIES	FACILITY MAINTENANCE	19.94
	E&E LUMBER	PAINT SUPPLIES	CIVIC CENTER	26.84
	E&E LUMBER	BRASS P-TRAP, DIE-CAST NUTS	CIVIC CENTER	33.59
	E&E LUMBER	PW BLDG-NEW DOOR - SANITATION	UTIL ADMIN	57.31
	E&E LUMBER	WASHER, NUTS, AND BRAID FLEX	CIVIC CENTER	69.94
	E&E LUMBER	BLACK OXIDE BIT SET	FACILITY MAINTENANCE	79.85
	E&E LUMBER	SMALL TOOLS - CUSTODIAN	CUSTODIAL SERVICES	147.68
160696	EAGLE FENCE	MARYSVILLE COMM CENTER FENCE REPAIR	PARK & RECREATION FAC	4,245.50
160697	ENTERPRISE FM TRUST	ADMIN, TAX, DMV FEES-2022 ESCAPE	STORM DRAINAGE	578.39
	ENTERPRISE FM TRUST	MONTHLY LEASE	STORM DRAINAGE	641.43
	ENTERPRISE FM TRUST	MONTHLY LEASE	STORM DRAINAGE	651.60
	ENTERPRISE FM TRUST	MONTHLY LEASE	STORM DRAINAGE	1,153.20
160698	EVERETT OFFICE	CHAIRS FOR COMMUNITY CENTER	GMA-PARKS	547.00
160699	EVERETT STAMP WORKS	SUPPLIES, STAMPER	CRIME PREVENTION	111.48
160700	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	219,588.32
	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	244,535.25
160701	EVIDENT, INC.	SUPPLIES	POLICE PATROL	182.50
160702	FLIGER, JEFFINER	UTILITY BILLING REFUND	GARBAGE	108.96
160703	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	200.00
160704	FORTNEY, ADAM & JILL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	46.98
160705	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	UTIL ADMIN	219.89
160706	GOVCONNECTION INC	IPADS & IPAD CASES	PARK & RECREATION FAC	222.18
	GOVCONNECTION INC	IPADS, DEFENDER EQUINOX	GENERAL	286.46
	GOVCONNECTION INC	WATCHGUARD FIREWALL	COMPUTER SERVICES	409.15
	GOVCONNECTION INC	PRINTER - MEARA & SAN MIGUEL	POLICE	600.60
	GOVCONNECTION INC		OFFICE OPERATIONS	600.61
	GOVCONNECTION INC	IPADS, DEFENDER EQUINOX	GENERAL	1,459.74
	GOVCONNECTION INC	IPADS & IPAD CASES	PARK & RECREATION FAC	1,524.02
	GOVCONNECTION INC	SECURITY BADGES	CAPITAL EXPENDITURES	2,638.73
	GOVCONNECTION INC	CONFERENCE ROOM EQUIPMENT	GMA-PARKS	2,790.18
160707	GRANICUS	VOTECAST - ONLINE TRAINING	CITY CLERK	1,350.00
160708	GRANITE CONST	1/2" HMA58H-22ST 128TH MANHOLE	ROADWAY MAINTENANCE	270.17
160709	GUARDIAN RFID	WRISTBANDS - CUSTODY TRACKING	GENERAL FUND	-108.29

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160709	GUARDIAN RFID	WRISTBANDS - CUSTODY TRACKING	DETENTION & CORRECTION	1,260.29
160710	HINDES, SAMANTHA	REFUND - VALENTINE'S DANCE	PARKS-RECREATION	20.00
160711	HOLDEN, MICHELLE	REFUND STEM EXPLORATIONS	PARKS-RECREATION	140.00
160712	HOME DEPOT PRO	TRI-BASE MULTI-PURPOSE CLEANER	CUSTODIAL SERVICES	53.96
160713	HOUSING HOPE	CDBG - BEACHWOOD Apt SERVICES	COMMUNITY	4,293.35
160714	INTERMOUNTAIN LOCK	50 V-10 KEYBLANKS	FACILITY MAINTENANCE	342.53
160715	INTERSTATE BATTERY	BATTERIES	ER&R	934.49
160716	JJ POLYGRAPH SERVICE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,250.00
160717	JOHNSTON, ROSS	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	58.86
160718	KEYSTONE LAND	UTILITY MAIN FEES	WATER-UTILITIES/ENVIRONM	20.00
	KEYSTONE LAND		WTR	756.00
160719	KONECRANES, INC.	1 TON HARRINGTON SEQ 4" FLANGE	MAINTENANCE	4,290.12
160720	KPG PSOMAS INC	SERVICES PERFORMED	GMA - STREET	5,601.05
160721	LANDAU ASSOCIATES	PHASE I ENVIRONMENTAL ASSESSMENT	GMA - STREET	6,000.00
	LANDAU ASSOCIATES	DUE DILIGENCE SERVICES	CAPITAL EXPENDITURES	17,500.00
160722	LASTING IMPRESSIONS	EMBROIDERED LOGO - CRESSWELL	OPERA HOUSE	39.38
	LASTING IMPRESSIONS	BASKETBALL T-SHIRTS	RECREATION SERVICES	45.02
	LASTING IMPRESSIONS		RECREATION SERVICES	4,781.11
160723	LEIRA	DUES, TANNA MOSALSKY	OFFICE OPERATIONS	50.00
	LEIRA	LEIRA DUES, SOLOMON-KATZER	OFFICE OPERATIONS	50.00
160724	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	39.36
160725	LEXISNEXIS RISK	INVESTIGATIVE TOOL - TRAX	POLICE INVESTIGATION	173.25
160726	LINC NW	HUMAN SERVICES GRANT	RENTAL ASSISTANCE	54,959.93
160727	LOWES HIW INC	SUPPLIES - CIVIC CENTER	CAPITAL EXPENDITURES	49.47
160728	MARYSVILLE SCHOOL	GYM RENTAL	POLICE PATROL	504.00
160729	MARYSVILLE, CITY OF	UTILITY SERVICES	SUNNYSIDE FILTRATION	137.52
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	201.02
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	211.65
160730	MARYSVILLE, CITY OF		SUNNYSIDE FILTRATION	297.82
160731	MASON, MARTHA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	348.49
160732	MC CLURE & SONS INC	PAY ESTIMATE 9	SURFACE WATER CAPITAL	256,697.78
160733	MCCARTY, MICHAEL & J	UTILITY BILLING REFUND	WATER/SEWER OPERATION	387.41
160734	MCDONALD, KEVIN D	HEARING EXAMINER - PA21-039	COMMUNITY	1,735.02
160735	MENNIE, CONNIE	EXPENSE REIMBURSEMENT	EXECUTIVE ADMIN	91.97
160736	MILLER, DEBRA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	156.54
160737	MITCHELL, NATHAN	REFUND - ACCOUNT CREDIT BALANCE	PARKS-RECREATION	38.00
160738	MIZELL, TARA	EXPENSE REIMBURSEMENT	COMMUNITY CENTER	665.04
160739	MOUNT, HERMAN	LEOFF I REIMBURSEMENT	POLICE ADMINISTRATION	510.30
160740	NAPA AUTO PARTS	CREDIT FOR INV 4642-525143	ER&R	-31.07
	NAPA AUTO PARTS	SAFETY SPILL BOOM COIL	ER&R	70.69
	NAPA AUTO PARTS	ENGINE DEGREASER	ER&R	185.72
160741	NEHRING, JON	EXPENSE REIMBURSEMENT	NON-DEPARTMENTAL	520.00
160742	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	453.60
160743	NORTHWEST HYDRAULIC	SERVICES THROUGH 11/30/22	STORM DRAINAGE	18,293.75
160744	NOTEWORTHY PRODUCT.	DUELING PIANOS SHOW OPERA HOUSE	OPERA HOUSE	3,150.00
160745	ODP BUSINESS SOLUTIO	SUPPLIES	OFFICE OPERATIONS	17.37
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	PERSONNEL	49.43
	ODP BUSINESS SOLUTIO	SUPPLIES	OFFICE OPERATIONS	68.62
	ODP BUSINESS SOLUTIO		POLICE PATROL	108.24
	ODP BUSINESS SOLUTIO		POLICE PATROL	204.02
160746	OREILLY AUTO PARTS	CREDIT FOR HEADLIGHT	EQUIPMENT RENTAL	-19.07

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160746	OREILLY AUTO PARTS	HEADLIGHT SWITCH RETURN	EQUIPMENT RENTAL	19.07
	OREILLY AUTO PARTS	SPARK PLUGS, CAP, OXYGEN SENSOR	EQUIPMENT RENTAL	245.70
160747	PACIFIC NW SCALE	SCALE CERTIFICATION	POLICE PATROL	355.55
160748	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	35.55
	PACIFIC TOPSOILS		PARK & RECREATION FAC	59.25
160749	PEACE OF MIND	PLANNING COMMISSION MINUTES TAKER	COMMUNITY	219.60
160750	PENWAY MEDIA	CITY LOGO INSTALL	COMMUNITY EVENTS	1,258.10
160751	PGC INTERBAY LLC	REIMBURSEMENT-GOLF COURSE	MAINTENANCE	22.71
	PGC INTERBAY LLC		MAINTENANCE	103.54
	PGC INTERBAY LLC		MAINTENANCE	112.95
	PGC INTERBAY LLC		PRO-SHOP	153.75
	PGC INTERBAY LLC		PRO-SHOP	159.52
	PGC INTERBAY LLC		PRO-SHOP	160.00
	PGC INTERBAY LLC		MAINTENANCE	175.43
	PGC INTERBAY LLC		PRO-SHOP	250.82
	PGC INTERBAY LLC		MAINTENANCE	580.97
	PGC INTERBAY LLC		MAINTENANCE	948.39
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		PRO-SHOP	1,167.74
	PGC INTERBAY LLC		MAINTENANCE	1,217.87
	PGC INTERBAY LLC		GOLF COURSE	4,403.18
	PGC INTERBAY LLC		MAINTENANCE	8,345.85
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT-GOLF COURSE	PRO-SHOP	8,813.09
	PGC INTERBAY LLC		MAINTENANCE	15,613.53
160752	PHILLIPS QUALITY CAR	UB REFUND	WATER/SEWER OPERATION	74.86
160753	POWERDMS, INC	POWER DMS	POLICE ADMINISTRATION	3,495.34
160754	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	10,377.64
160755	PUBLIC SAFETY TESTING	27 POLICE ADD-ON	POLICE PATROL	297.00
160756	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	313.37
160757	PUD	ACCT #205136245	SEWER LIFT STATION	18.02
	PUD	ACCT #204933311	PUMPING PLANT	20.37
	PUD	ACCT #202031134	PUMPING PLANT	24.01
	PUD	ACCT #201668043	PARK & RECREATION FAC	24.89
	PUD	ACCT #221100092	GMA - STREET	25.46
	PUD	ACCT #202461034	UTIL ADMIN	25.50
	PUD	ACCT #201672136	SEWER LIFT STATION	33.58
	PUD	ACCT #202476438	SEWER LIFT STATION	33.63
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	36.44
	PUD	ACCT #201610185	TRANSPORTATION	38.19
	PUD	ACCT #202012589	PARK & RECREATION FAC	40.38
	PUD	ACCT #201065281	PARK & RECREATION FAC	45.41
	PUD	ACCT #202178158	SEWER LIFT STATION	45.52
	PUD	ACCT #221636772	NON-DEPARTMENTAL	48.54
	PUD	ACCT #202140489	TRANSPORTATION	54.59
	PUD	ACCT #203005160	STREET LIGHTING	58.96
	PUD	ACCT #200827277	TRANSPORTATION	63.48
	PUD	ACCT #203430897	STREET LIGHTING	66.29
	PUD	ACCT #200571842	TRANSPORTATION	73.90
	PUD	ACCT #220761803	OPERA HOUSE	75.77
	PUD	ACCT #202368544	TRANSPORTATION	79.14
	PUD	ACCT #220298624	STREET LIGHTING	81.55

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160757	PUD	ACCT #200084036	TRANSPORTATION	82.40
	PUD	ACCT #220792733	STREET LIGHTING	82.82
	PUD	ACCT #202143111	TRANSPORTATION	86.35
	PUD	ACCT #202694337	TRANSPORTATION	91.55
	PUD	ACCT #202557450	STREET LIGHTING	108.62
	PUD	ACCT #203231006	TRANSPORTATION	116.00
	PUD	ACCT #202463543	SEWER LIFT STATION	125.28
	PUD	ACCT #202490637	SEWER LIFT STATION	127.86
	PUD	ACCT #201046380	PARK & RECREATION FAC	129.11
	PUD	ACCT #202572327	STREET LIGHTING	133.82
	PUD	ACCT #202294336	STREET LIGHTING	136.89
	PUD	ACCT #202689105	WASTE WATER TREATMENT	158.19
	PUD	ACCT #202030078	TRANSPORTATION	167.02
	PUD	ACCT #202368551	PARK & RECREATION FAC	184.00
	PUD	ACCT #220731285	STREET LIGHTING	192.54
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	204.58
	PUD	ACCT #203223458	PARK & RECREATION FAC	264.35
	PUD	ACCT #202000329	PARK & RECREATION FAC	300.07
	PUD	ACCT #202499489	COMMUNITY EVENTS	348.49
	PUD	ACCT #200223857	PARK & RECREATION FAC	401.13
	PUD	ACCT #220761175	OPERA HOUSE	406.18
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	423.62
	PUD	ACCT #201021698	PARK & RECREATION FAC	466.70
	PUD	ACCT #201021607	PARK & RECREATION FAC	469.39
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	473.95
	PUD	ACCT #200070449	TRANSPORTATION	478.31
	PUD	ACCT #200625382	SEWER LIFT STATION	482.87
	PUD	ACCT #202689287	WASTE WATER TREATMENT	842.49
	PUD	ACCT #200586485	SEWER LIFT STATION	1,289.99
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,670.88
	PUD	REPLACED UTILITY POLE	TRANSPORTATION	6,081.33
160758	PUGET SOUND CLEAN	2023 DUES ASSESSMENT	NON-DEPARTMENTAL	49,632.00
160759	PUGET SOUND SECURITY	KEYS	POLICE PATROL	12.64
160760	RHOADS, ALYSSIA	UTILITY BILLING REFUND	GARBAGE	439.95
160761	RON LOOP	UB REFUND	WATER/SEWER OPERATION	13.64
160762	ROSS, KATHY	REFUND - FOOT CARE APPOINTMENT	PARKS-RECREATION	45.00
160763	SCHOENTRUP, JIM	UTILITY BILLING REFUND	WATER/SEWER OPERATION	23.52
160764	SECURITY CONTRACTOR	LEASE 12/18/2-1/18/22	GMA-PARKS	328.20
160765	SELBY, CYNTHIA	REFUND - TAI CHI/HSING-I	PARKS-RECREATION	68.00
160766	SENYITKO, ELSIE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	29.19
160767	SESAC	2023 MUSIC LICENSE	RECREATION SERVICES	1,798.00
160768	SIGMAN, MICHAEL	LEOFF I - REIMBURSEMENT (DEC 2022)	POLICE ADMINISTRATION	170.10
160769	SNO CO PLAN & DEV	2023 SCT DUES	PLANNING & COMMUNITY	17,315.00
160770	SNO CO TREASURER	HOUSING AT SCJ	DETENTION & CORRECTION	68,927.57
160771	SNO CO TREASURER	RANGE RENTAL FEE	POLICE	1,870.00
160772	SNOHOMISH CO 911	MEMBER ASSESSMENTS	COMMUNICATION CENTER	93,046.58
160773	SOLID WASTE SYSTEMS	SERVICE CALL MODS. HOPPER FLOOR	SOLID WASTE OPERATIONS	1,853.24
160774	SOUND PUBLISHING	BID ADVERTISEMENT	SEWER CAPITAL PROJECTS	437.12
160775	SOUND SAFETY	RUGGED FLEX STRAIGHT JEAN	UTIL ADMIN	55.00
	SOUND SAFETY	UNIFORM - POTTS	SOLID WASTE OPERATIONS	99.61
	SOUND SAFETY	UTILITY JEANS	UTIL ADMIN	283.78

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160776	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICES	SOLID WASTE OPERATIONS	92.99
160777	STAPLES	OFFICE SUPPLIES	EXECUTIVE ADMIN	5.46
	STAPLES		EXECUTIVE ADMIN	201.26
160778	STERICYCLE, INC.	PW SHREDDING SERVICES	UTIL ADMIN	9.66
	STERICYCLE, INC.	PW SHREDDING SERVICES	UTIL ADMIN	9.66
	STERICYCLE, INC.	SHREDDING	OFFICE OPERATIONS	20.00
	STERICYCLE, INC.		POLICE PATROL	22.00
	STERICYCLE, INC.		DETENTION & CORRECTION	30.43
160779	SUBURBAN PROPANE	PROPANE - JENNINGS PARK OFFICE	PARK & RECREATION FAC	1,991.33
160780	TOPCON SOLUTIONS	MAIN SUPPORT/ANNUAL RENEW	ENGR-GENL	17,492.16
160781	TRANSCO GROUP	GIS UPDATE/IMAP VIEWER	TRANSPORTATION	492.50
	TRANSCO GROUP	GIS UPDATE/IMAP VIEWER	TRANSPORTATION	850.00
	TRANSCO GROUP	GIS UPDATE/IMAP VIEWER	TRANSPORTATION	1,358.75
	TRANSCO GROUP	LAKEWOOD-ROADWAY NETWORK	TRANSPORTATION	1,621.25
	TRANSCO GROUP	ON-CALL SERVICES	GMA - STREET	3,002.50
	TRANSCO GROUP	SERVICE - 88TH ST NE/STATE AVE	GMA - STREET	12,432.50
160782	TULALIP CHAMBER	FEBRUARY BBH SHOWCASE TABLE	EXECUTIVE ADMIN	30.00
160783	ULINE	SUPPLIES	POLICE PATROL	71.82
	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	273.68
	ULINE	SUPPLIES	DETENTION & CORRECTION	964.51
160784	UNITED PARCEL SERVICE	SHIPPING	POLICE PATROL	40.88
160785	UNITED RENTALS	TELESCOPIC RENTAL	ROADSIDE VEGETATION	1,167.85
160786	WATAI	DUES - WATAI-MCSHANE	POLICE INVESTIGATION	60.00
160787	WATKINS, MARIA	REFUND - WATKINS BIRTHDAY PARTY	PARKS-RECREATION	115.00
160788	WAYNE'S AUTO DETAIL	AUTO DETAIL, A007	EQUIPMENT RENTAL	273.20
160789	WHISTLE WORKWEAR	UNIFORM - ERICKSON	EQUIPMENT RENTAL	98.90
160790	WOODS, SAVANNA	PERFORMANCE AT OPERA HOUSE	OPERA HOUSE	1,600.00
160791	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.38
160792	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	98.03
160793	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	123.40
160794	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	82.04

WARRANT TOTAL: 1,974,136.26

SEE NEXT PAGE FOR VOIDED CHECKS DUE TO PRINTER ERROR

TOTAL VOID AMOUNT 237,420.01

REASON FOR VOIDS:

Warrant Total: \$1,736,716.25

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

911 SUPPLY INC.	VOID	160577	4,148.85
ALEXANDER PRINTING	VOID	160578	1,637.19
AMAZON	VOID	160579	15.41
ROBERT & JOANN ANDREWS	VOID	160580	84.88
ASSOCIATION OF WASHINGTON CITIES	VOID	160581	55,393.00
ASTOUND RADIATE HOLDING	VOID	160582	111.40
LYNN BAKER	VOID	160583	226.99
BILLING DOC SPECIALISTS	VOID	160584	4,531.36
CAPGROW HOLDINGS	VOID	160585	78.31
STEPHEN CARSON	VOID	160586	116.42
CNR INC.	VOID	160587	231.12
IAN DECHENNE	VOID	160588	299.06
EDGE ANALYTICAL INC	VOID	160589	23.00
FERGUSON	VOID	160590	368.81
FIRST AMERICAN TITLE	VOID	160591	3,307.50
BEN GAMBILL	VOID	160592	92.06
GRAINER INC	VOID	160593	228.77
RICHARD HAVERTY	VOID	160594	346.12
GLORIA HIRASHIMA	VOID	160595	17.04
INTERNATL ASSOC. OF CHIEFS OF POLICE	VOID	160596	455.00
LYNN PEAVEY COMPANYU	VOID	160597	19.34
KIMBERLY & DOUGLAS NICHOLS	VOID	160598	407.67
PHILLIPS QUALITY CARPENTRY LLC	VOID	160599	200.86
PHILLIPS QUALITY CARPENTRY LLC	VOID	160600	100.00
US POST MASTER	VOID	160601	3,000.00
PUD	VOID	160602	59,011.28
RAVE WIRELESS INC.	VOID	160603	14,413.46
REAL TRUST IRA ALTERNATIVE	VOID	160604	298.43
SAMSON RIAZ	VOID	160605	228.00
SAFEWAY	VOID	160606	39.91
SAFEWAY	VOID	160607	48.20
SNO CO CLERKS & FINANCE OFFICERS ASSC.	VOID	160608	120.00
SNO CO AUDITORS OFFICE	VOID	160609	81,181.67
WA STATE BAR ASSOC.	VOID	160610	942.20
WEST PAYMENT CENTER	VOID	160611	412.63
NORTHWEST FIBER, INC	VOID	160612	57.80
NORTHWEST FIBER, INC	VOID	160613	71.27
NORTHWEST FIBER, INC	VOID	160614	71.99
NORTHWEST FIBER, INC	VOID	160615	73.39
NORTHWEST FIBER, INC	VOID	160616	239.82
NORTHWEST FIBER, INC	VOID	160617	2,520.41
FASTSIGNS	VOID	160144	1,542.23
TARA MIZELL	VOID	160423	707.16



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Planning Manager Chris Holland, Community Development

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement (PA20060)

SUGGESTED ACTION:

Recommended Motion: I move to authorize the mayor to sign the Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement.

SUMMARY: A Temporary Turn Around/Emergency Access was constructed at the terminus of 168th Place NE with the construction of the subdivision known as Sather Farms - Phase 1. Because the temporary turn around/emergency access was constructed on the adjacent property to the west, outside of the boundary of the Sather Farms - Phase 1 subdivision a separate stand alone access easement agreement is required to be recorded with the Snohomish County Auditor.

Staff is requesting City Council authorize the mayor to sign the Sather Farms Phase 1 Temporary Turn Around/Emergency Access Easement Agreement and have it recorded with the Snohomish County Auditor. Ultimately the temporary turn around/emergency access easement area will become future right-of-way with the extension of 168th Place NE, which will be constructed as part of the land use application currently under review with the Community Development Department, known as Sather Farms PRD (PA21035).

ATTACHMENTS:

- [Tempoary Turn Around Easement-Sather Farms Phase 1-PA20060.pdf](#)
- [Sather Farms Phase 1 Plat Map-PA20060.pdf](#)

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**TEMPORARY TURN AROUND/EMERGENCY ACCESS EASEMENT
AGREEMENT**

THIS TEMPORARY TURN AROUND/EMERGENCY ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the last signature date below, by, between, and amongst Sather B LLC, a Washington limited liability company, (the "Grantor"), Sather Farms, LLC, a Washington limited liability company ("Sather Farms") the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, (the "Grantee") and Coastal Community Bank(the "Mortgagee"):

RECITALS

WHEREAS, Grantor is the owner of a parcel of real property situated in the City of Marysville, County of Snohomish, State of Washington, the legal description of which is attached as **Exhibit A** (the "Grantor's Property"); and

WHEREAS, Sather Farms is the owner of a parcel of real property lying contiguous and/or adjacent to Grantor's Property, the legal description of which is attached hereto as **Exhibit B** ("Sather Farms Property"); and

WHEREAS, Sather Farms is in the process of developing the Sather Farms Property, and, as a condition of the development of the Sather Farms Property, needs to provide access to emergency vehicles to the Sather Farms Property, which is intended to be accomplished by this Agreement; and

WHEREAS, the emergency vehicle access contemplated above is intended to be located in-part on the Grantor's property; and

WHEREAS, Grantor, a limited liability company affiliated with Sather Farms, is willing to provide this temporary turnaround/emergency access easement to allow Sather Farms to meet the conditions described above in order to provide access to emergency vehicles to the Sather Farms Property.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, a non-exclusive easement over, under, through, across, in and upon that portion of the Grantor's Property described on **Exhibit C**, attached hereto, to operate, alter, improve, repair, and use for emergency vehicle access to the Sather Farm Property. The portion of the Grantor's Property described in **Exhibit C** will be referred to herein as the "Easement Area", a depiction of which is attached hereto as **Exhibit D**.
2. Access. The Grantee will have the right of ingress and egress to and from the Easement Area across the Grantor's Property and Sather Farms Property for the purpose, if necessary, of maintaining, repairing, altering, changing, patrolling, and operating the Easement Area. Nothing contained in this paragraph and/or Agreement shall be deemed to limit the Grantor's right to use and/or develop the Grantor's Property; provided, however, Grantor's rights and/or use will be subject to the conditions of Paragraph 7, below. Nothing contained in this Section shall be deemed to limit Sather Farms' responsibilities as described in Paragraph 5.
3. Future Dedication. The parties intend for the Easement Area, or a portion thereof(as approved by the Grantee), to be dedicated as right of way at some point in the future. This easement will automatically terminate upon dedication by the Grantor of the Easement Area (or a portion thereof) and written acceptance of the dedication by the Grantee.
4. Paving/Improvement of Easement Area. Sather Farms shall be responsible for paving the Easement Area in accordance with any applicable conditions of Sather Farms' development of its property or as otherwise required by the Grantee, in a manner and to a standard as required by the Grantee.
5. Maintenance. Sather Farms shall be responsible for maintaining and repairing the Easement Area at its sole cost and expense. In the event that Sather Farms fails to maintain or repair the Easement Area, the Grantor may do so and Sather Farms shall reimburse the Grantor for its expenses.
6. Party Responsibility. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.
7. Grantor's Use of Easement Area. The Grantor and/or Sather Farms shall not use the Easement Area in any way that would impinge on the rights granted herein to the Grantee,

and will not erect any buildings, structures, patios, or other construction of any nature in the Easement Area.

8. Warranty. The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same, except for a mortgage in favor of Coastal Community Bank (which is a signatory/party to this Agreement), is free and clear of encumbrances; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.
9. Runs with the Land; Successors and Assigns. As is reflected above in Paragraph 3, the parties intend for the Easement Area, or at least a portion thereof, to be dedicated as right-of-way at some point in the future. Until that date and/or occurrence, this conveyance shall be a covenant running with the land and shall be binding on the Grantor, Sather Farms, and their heirs, successors, and assigns.
10. Governing Law; Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by either party to enforce the obligations contained herein, the prevailing party shall be entitled to recover reasonable attorney fees together with costs.
11. Severability. Any provision of this Agreement which proves to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.
12. No Waiver. Failure of any party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.
13. Subordination. Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.
14. General. This Agreement (including the attached exhibits): (i) represents the entire understanding the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to the subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, this instrument has been executed as of the last signature date below.

GRANTOR:
SATHER B, LLC, a Washington limited liability company
By: [Signature]
Its: Manager

Date: 1-4-2023

SATHER FARMS, LLC, a Washington limited liability company
By: [Signature]
Its: Manager

Date: 1-4-2023

GRANTEE:
CITY OF MARYSVILLE, a municipal corporation

Date: _____

By: _____
Its: _____

MORTGAGEE:
COASTAL BANK

By: [Signature]
Its: SVP

REPRESENTATIVE NOTARY (SATHER B LLC):

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Joel Hylback is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the manager of Sather B, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 4 day of January 2023

Doc #1190482

Access Easement - 4



Ella Ursula Spidell
Ella Ursula Spidell
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish county
My commission expires 3-8-26

REPRESENTATIVE NOTARY (SATHER FARMS LLC):

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Darin Huseby
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this
instrument, on oath stated that he/she/they was/were authorized to execute the instrument and
acknowledged it as the manager of Sather Farms to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 6th day of January 2023



BETH TUCK
Beth Tuck
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish
My commission expires July 10 2025

REPRESENTATIVE NOTARY (CITY OF MARYSVILLE):

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

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

DATED this _____ day of _____.

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

EXHIBIT A

All that portion of the South half of the Northwest Quarter of the Northwest Quarter of Section 29, Township 31 North, Range 5 East of the Willamette Meridian, lying East of the Great Northern Railway right of way as conveyed to Seattle & Montana Railway Company by deeds recorded under Auditor's File Numbers 5850 and 100846, records of Snohomish County, Washington. Situate in the County of Snohomish, State of Washington

EXHIBIT B

SATHER FARMS LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., RECORDS
OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THEREFROM THAT PORTION WITHIN THE PLAT OF LAKEWOOD MEADOW ACCORDING
TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200110175002 RECORDS OF
SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT C

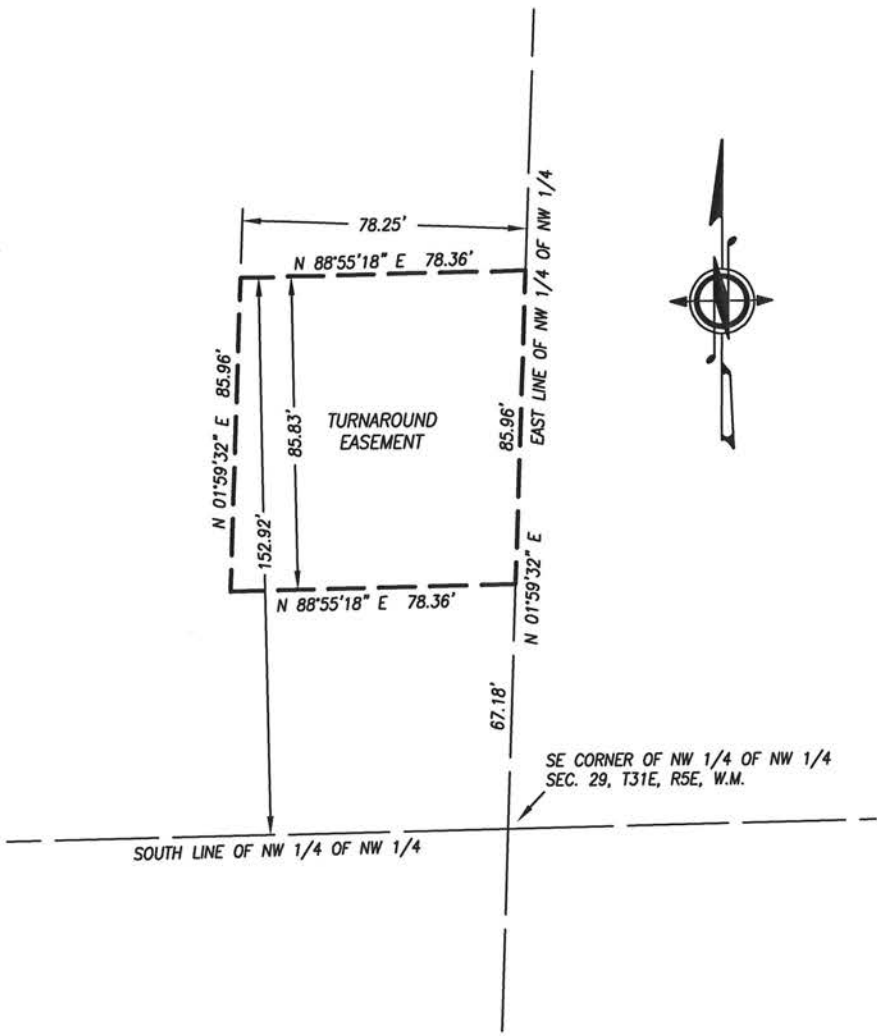
TURNAROUND EASEMENT DESCRIPTION

THE NORTH 85.83 FEET OF THE SOUTH 152.92 FEET OF THE EAST 78.25 FEET OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



EXHIBIT D



SCALE: 1" = 40'



A.F. NO. _____

Pacific Coast Surveys, Inc. LAND SURVEYING & MAPPING P.O. BOX 13619 MILL CREEK, WA 98082 PH. 425-512-7099 FAX 425-357-3577 www.PCSurveys.net	EXHIBIT MAP FOR: HUSEBY HOMES	
	NE 1/4, NW 1/4, SEC.29, T.31N., R.5E., W.M.	
DRAWN BY IGM	DATE 12.26.22	DRAWING FILE NAME 20197exb.dwg
SCALE 1" = 40'	JOB NO. 20-1917	

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT SATHER FARMS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNERS, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND KM CAPITAL LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE MORTGAGEE THEREOF, DECLARE THIS BINDING SITE PLAN AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE BINDING SITE PLAN AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS BINDING SITE PLAN IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC., SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING AN ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE BINDING SITE PLAN, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER AFTER ACQUIRING A CULVERT PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS, IF REQUIRED, AND SUBJECT TO ANY OTHER EXISTING PERMITTING REQUIREMENTS THEREFORE.

SAID DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO PERMIT A RIGHT OF DIRECT ACCESS TO 23RD AVENUE NORTHEAST, 25TH AVENUE NORTHEAST OR 169TH PLACE NORTHEAST, FROM LOTS 1, 4, 5, 9, OR 10, NOR SHALL THE CITY OF MARYSVILLE OR ANY OTHER LOCAL GOVERNMENT AGENCY EVER BE REQUIRED TO GRANT A PERMIT TO BUILD OR CONSTRUCT AN ACCESS OF APPROACH TO SAID STREET FROM SAID LOTS.

ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THIS BINDING SITE PLAN, AS IT MAY BE AMENDED WITH THE APPROVAL OF THE CITY, TOWN OR COUNTY HAVING JURISDICTION OVER THE DEVELOPMENT OF SUCH LAND, AND IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS, AND RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT AND USE THEREOF. UPON COMPLETION, THE IMPROVEMENTS ON THE LAND SHALL BE INCLUDED IN ONE OR MORE CONDOMINIUMS OR OWNED BY AN ASSOCIATION OR OTHER LEGAL ENTITY IN WHICH THE OWNERS OF UNITS THEREIN OR THEIR OWNERS' ASSOCIATIONS HAVE A MEMBERSHIP OR OTHER LEGAL OR BENEFICIAL INTEREST. THIS BINDING SITE PLAN SHALL BINDING UPON ALL NOW OR HEREAFTER HAVING ANY INTEREST IN THE LAND DESCRIBED HEREIN.

TRACTS 994, 995 AND 997 ARE TO BE RETAINED BY SATHER FARMS LLC, A WASHINGTON LIMITED LIABILITY COMPANY FOR FUTURE DEVELOPMENT.

TRACT 996 IS FOR ACCESS, UTILITIES AND STORMWATER FACILITIES, AND IS HEREBY GRANTED AND CONVEYED TOGETHER WITH AN EQUAL AND UNDIVIDED INTEREST TO THE OWNERS OF LOTS 1 THROUGH 5 UPON THE RECORDING OF THIS BINDING SITE PLAN, SUBJECT TO WATER, SEWER AND EMERGENCY STORMWATER MAINTENANCE EASEMENTS GRANTED AND CONVEYED TO THE CITY OF MARYSVILLE, OWNERSHIP AND AUTO COURT MAINTENANCE CONSISTENT WITH THE MARYSVILLE MUNICIPAL CODE AND THE CITY'S ENGINEERING DESIGN AND DEVELOPMENT STANDARDS SHALL BE THE RESPONSIBILITY OF LOTS 1 THROUGH 5 IN EQUAL PARTS. THIS TRACT SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM SAID LOTS.

TRACTS 998 AND 999, TOGETHER WITH DRAINAGE AND DETENTION FACILITIES, IS HEREBY GRANTED TO THE SATHER FARMS HOMEOWNERS ASSOCIATION (HOA) UPON THE RECORDING OF THIS BINDING SITE PLAN, SUBJECT TO BOTH AN EMERGENCY AND ROUTINE MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF MARYSVILLE. OWNERSHIP AND MAINTENANCE OF SAID TRACT CONSISTENT WITH THE CITY OF MARYSVILLE CODE SHALL BE THE RESPONSIBILITY OF THE SATHER FARMS HOA. USE OF SAID TRACT IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL BINDING SITE PLAN. THE OWNERS OF ALL LOTS WITHIN THE BINDING SITE PLAN SHALL COMPLY WITH THOSE CITY OF MARYSVILLE REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE BINDING SITE PLAN. IN THE EVENT THAT THE CITY OF MARYSVILLE SHALL BE REQUIRED TO MAKE CHANGES TO THE DRAINAGE OR DETENTION FACILITIES, CITY RIGHTS SHALL BE PRIMARY AND HOLD PRECEDENCE OVER THE RIGHTS RESERVED BY SATHER FARMS HOA. THE CITY WILL TAKE ALL SUCH ACTS AS ARE REASONABLY REQUIRED TO PRESERVE, PROTECT AND MAINTAIN THESE IMPROVEMENTS. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACT. IN THE EVENT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACT PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACT. THIS TRACT SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING AN INTEREST IN THE TRACTS OR LOTS.

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED SATHER FARMS, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT. SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR SATHER FARMS, RECORDING UNDER SNOHOMISH COUNTY RECORDING NUMBER _____

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 2023.

SATHER FARMS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: DMH HOLDINGS, LLC, AS WASHINGTON LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: HUSEBY HOMES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: _____ DARIN HUSEBY, ITS MANAGING MEMBER

BY: _____ KM CAPITAL LLC, A WASHINGTON LIMITED LIABILITY COMPANY

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES.

TREASURER, SNOHOMISH COUNTY

BY: _____ EXISTING PARCEL NUMBERS: 31052900200500
DEPUTY COUNTY TREASURER

REPRESENTATIVE ACKNOWLEDGMENTS

STATE OF WASHINGTON)
)SS
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DARIN HUSEBY IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT ON OATH STATING THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF DMH HOLDINGS LLC, A WASHINGTON LIMITED LIABILITY COMPANY THE MEMBER OF SATHER FARMS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USE AND PURPOSES MENTIONED IN THIS INSTRUMENT.

NOTARY SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY APPOINTMENT EXPIRES: _____

STATE OF WASHINGTON)
)SS
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT ON OATH STATING THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MEMBER OF KM CAPITAL LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USE AND PURPOSES MENTIONED IN THIS INSTRUMENT.

NOTARY SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY APPOINTMENT EXPIRES: _____

CITY OF MARYSVILLE APPROVALS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2023.

CITY ENGINEER, CITY OF MARYSVILLE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2023.

COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARYSVILLE

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS _____ DAY OF _____, 2023.

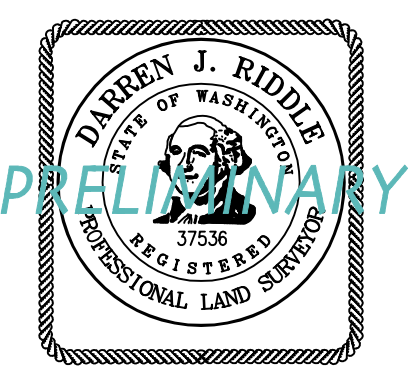
MAYOR, CITY OF MARYSVILLE

ATTEST: CITY CLERK

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SATHER FARMS LLC IN APRIL 2022. THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS HAVE BEEN STAKED CORRECTLY ON THE GROUND. I HEREBY CERTIFY THAT THIS SATHER FARMS PRD/BSP IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

DARREN J. RIDDLE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 37536



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DARREN J. RIDDLE, THIS _____ DAY OF _____ 20____, AT _____ MINUTES PAST _____ M, AND RECORDED IN VOLUME _____ OF PLATS, PAGES _____, AFN _____ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY

BY: _____
DEPUTY COUNTY AUDITOR

SPECIAL EXCEPTIONS

1. SUBJECT TO ELECTRICAL EASEMENT, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 2036462 (PARCEL A OF THIS DOCUMENT IS LOCATED IN WHAT IS NOW PUBLIC RIGHT OF WAY, PARCEL B IS OFFSITE).

2. SUBJECT TO ELECTRICAL AND COMMUNICATIONS DISTRIBUTION EASEMENT, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 202112010378 (AS SHOWN).

3. SUBJECT TO GAS UTILITY EASEMENT, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 202112290584 (AS SHOWN AND TO FOLLOW GRANTEE'S FACILITIES AS CONSTRUCTED AND TO BE CONSTRUCTED).

4. DIRECT ACCESS FROM INDIVIDUAL LOTS ONTO 23RD AVENUE NE, 25TH AVENUE NE AND 169TH PLACE NE IS PROHIBITED.

5. THE APPLICANT SHALL SUBMIT PAYMENT TO LAKEWOOD SCHOOL DISTRICT DISTRICT NO. 306 FOR SCHOOL IMPACTS CAUSED BY THE DEVELOPMENT IN ACCORDANCE WITH MMC CHAPTER 22D.040, SCHOOL IMPACT FEES AND MITIGATION. SCHOOL MITIGATION FEES WILL BE BASED ON THE FEE SCHEDULES IN EFFECT AT THE TIME AN INDIVIDUAL BUILDING PERMIT APPLICATION IS ACCEPTED BY THE CITY, AND WILL BE REQUIRED TO BE PAID PRIOR TO BUILDING PERMIT ISSUANCE.

6. THE APPLICANT SHALL SUBMIT PAYMENT TO THE CITY OF MARYSVILLE FOR PARK IMPACTS CAUSED BY THE DEVELOPMENT IN ACCORDANCE WITH MMC CHAPTER 22D.020, PARKS, RECREATION, OPEN SPACE AND TRAIL IMPACT FEES AND MITIGATION. PARK MITIGATION FEES WILL BE BASED ON THE FEE SCHEDULES IN EFFECT AT THE TIME AN INDIVIDUAL BUILDING PERMIT APPLICATION IS ACCEPTED BY THE CITY. PARK IMPACT FEES WILL BE REQUIRED TO BE PAID PRIOR TO BUILDING PERMIT ISSUANCE.

7. THE APPLICANT SHALL SUBMIT PAYMENT TO THE CITY OF MARYSVILLE FOR ROAD IMPACTS CAUSED BY THE NEW LOTS IN ACCORDANCE WITH MMC CHAPTER 22D.030. TRAFFIC IMPACT FEES ARE TO BE VESTED AT A RATE OF \$6,300.00 PER NEW DWELLING UNIT AND SHALL BE PAID PRIOR TO FINAL BUILDING INSPECTION BEING GRANTED.

8. THE AUTOCOURT (TRACT 996) SHALL BE CONSTRUCTED WITH COLORED AND/OR SCORED CONCRETE, PAVERS, BRICKS, OR OTHER DURABLE ORNAMENTAL PAVERS TO CLEARLY INDICATE THAT THE AUTOCOURT IS INTENDED FOR PEDESTRIANS AS WELL AS VEHICLES AS OUTLINED IN THE ENGINEERING DESIGN AND DEVELOPMENT STANDARDS (EDDS). DETAILS ON AUTOCOURT SURFACING WERE PROVIDED ON THE CIVIL CONSTRUCTION PLANS AND APPROVED BY THE CITY ENGINEER. SAID AUTOCOURT SHALL BE PERMANENTLY MAINTAINED WITH THE REFERENCED DECORATIVE MATERIALS, OR AS OTHERWISE APPROVED BY THE CITY ENGINEER.

9. PRIOR TO FINAL BUILDING INSPECTIONS BEING GRANTED, NFPA 13D RESIDENTIAL FIRE SPRINKLER SYSTEMS SHALL BE REQUIRED TO BE INSTALLED FOR: ANY HOMES THAT ARE THREE OR MORE STORES TALL; IF FIRE FLOW FROM HYDRANTS DOES NOT MEET FIRE CODE REQUIREMENTS; IF ANY PART OF HOMES IS FARTHER THAN 200 FEET FROM THE PUBLIC ROAD RIGHT OF WAY WITH NO HYDRANT PROVIDED ONSITE; TO MITIGATE DEFICIENCIES; OR AS OTHERWISE APPROVED BY THE MARYSVILLE FIRE DISTRICT.

10. THE LOTS ARE SUBJECT TO THE LAKEWOOD NEIGHBORHOOD MASTER PLAN (LNMP) DESIGN STANDARDS SPECIFICALLY SECTION B.3, SITE AND BUILDING DESIGN STANDARDS, SUBSECTIONS (2) AND (4), AND SECTION B.5, SINGLE FAMILY AND DUPLEX DEVELOPMENT STANDARDS. PRIOR TO BUILDING PERMIT ISSUANCE, A SITE PLAN AND ELEVATIONS ADDRESSING THE STANDARDS SET FORTH IN THESE SECTIONS SHALL BE SUBMITTED FOR ADMINISTRATIVE REVIEW AND APPROVAL.

IN LIEU OF HAVING THE FRONT OF THE HOUSES ORIENTED TOWARDS 23RD AVENUE NE, 25TH AVENUE NE AND 169TH PLACE NE, AN ALTERNATE BUILDING ORIENTATION WILL BE ACCEPTABLE SUBJECT TO THE FOLLOWING: SIDE YARDS ABUTTING 23RD AVENUE AND 25TH AVENUE (LOTS 1, 9 AND 10), MAY PROPOSE AN ARCHITECTURAL APPROACH SIMILAR TO WHAT IS SHOWN IN CONDITION 12 OF THE PRELIMINARY BINDING SITE PLAN APPROVAL DECISION DATED OCTOBER 15, 2021 IN LIEU OF THE FRONT OF THE HOUSES FACING THESE STREETS. IN THIS APPROACH, THE FRONT OF THE HOUSE IS ORIENTED TOWARDS ITS ACCESS WHILE THE ELEVATION THAT FACES THE STREET HAS VARIATION IN SIDING, WINDOWS, AND ROOFLINE; ENHANCED TRIM; AND AN ENTRY FEATURE WITH DECORATIVE POSTS THAT GIVES A SENSE OF THE HOUSE BEING ORIENTED TOWARDS THE STREET. A PEDESTRIAN PATHWAY WOULD NEED TO BE PROVIDED BETWEEN THE SIDE OF THE HOUSE AND THE STREET, OR AS OTHERWISE APPROVED. REAR YARDS ABUTTING 23RD AVENUE NE, 25TH AVENUE NE AND 169TH PLACE NE (LOTS 1 THROUGH 5) SHALL INSTALL A 10-FOOT WIDE LANDSCAPE BUFFER WITH A QUALITY, SIGHT-OBSCURING FENCE (SIX FEET TALL OR SHORTER, AS NECESSARY) INTERIOR TO THE LANDSCAPE BUFFER IN LIEU OF THE FRONT OF THE HOUSE FACING THESE STREETS. THE LANDSCAPE BUFFER SHALL BE CONTINUOUSLY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

11. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER AUDITOR'S FILE NUMBER _____

12. NO FURTHER SUBDIVISION OF ANY LOT WITHOUT RESUBMITTING FOR FORMAL BINDING SITE PLAN PROCEDURE.

13. ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER AND HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.

14. THE LOCATION AND HEIGHT OF ALL FENCES AND OTHER OBSTRUCTIONS WITHIN AN EASEMENT AS DEDICATED ON THIS BINDING SITE PLAN SHALL BE SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBIC WORKS OR HIS DESIGNEE.

15. THE LOTS IN THIS PRD/BSP ARE NOT ELIGIBLE FOR DUPLEXES OR ACCESSORY DWELLING UNITS.

16. FENCES SHALL COMPLY WITH THE STANDARDS OUTLINED IN THE LAKEWOOD NEIGHBORHOOD MASTER PLAN, APPENDIX A – DESIGN STANDARDS, SECTION B.11, FENCES. FENCES SHALL BE LIMITED TO THREE FEET ON FRONT PROPERTY LINES AND ADJACENT TO COMMON OPEN SPACE UNLESS THE COMMUNITY DEVELOPMENT DIRECTOR DETERMINES THAT A TALLER FENCE IS REQUIRED FOR SAFETY. FENCES ON SIDE AND REAR LOT LINES MAY BE SIX FEET TALL.

17. THE SHARED DRIVEWAYS (TRACTS 994 AND 995) WILL BE REQUIRED TO BE PAVED WITH CONCRETE, COLORED CONCRETE, OR SIMILAR DECORATIVE PAVING PRIOR TO FINAL BUILDING INSPECTIONS BEING GRANTED FOR THE LAST HOUSE TAKING ACCESS FROM THE RESPECTIVE TRACT. SAID DRIVEWAYS SHALL BE PERMANENTLY MAINTAINED WITH THE REFERENCED DECORATIVE MATERIALS, OR AS OTHERWISE APPROVED BY THE CITY ENGINEER.

18. PRIOR TO FINAL BUILDING INSPECTIONS BEING GRANTED FOR THE FIFTH (5TH) HOUSE IN PHASE 1, ALL REQUIRED PHASE 1 PLAT FENCING SHALL BE INSTALLED.

A.F. NO. _____

SHEET
1 of 3

Pacific Coast Surveys, Inc. LAND SURVEYING & MAPPING P.O. BOX 13619 MILL CREEK, WA 98082 PH. 425.512.7099 FAX 425.357.3577 www.PCSurveys.net	SATHER FARMS - PHASE I FILE NO. PA20-060 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WA NE 1/4 NW 1/4, SEC.29, T.31N., R.5E., W.M.	
	DRAWN BY IGM DATE 1.09.23	DRAWING FILE NAME 201917fpmPH1.dwg SCALE N/A

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THEREFROM THAT PORTION WITHIN THE PLAT OF LAKEWOOD MEADOW ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200110175002 RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EQUIPMENT & PROCEDURES

METHOD OF SURVEY:
SURVEY PERFORMED BY FIELD TRAVERSE AND REAL TIME KINEMATIC GPS POSITIONING UTILIZING THE HXGN SMARTNET NETWORK

INSTRUMENTATION:
LEICA TS15 ROBOTIC ELECTRONIC TOTAL STATION
LEICA VIVA GNSS G508 RECEIVER

PRECISION:
MEETS OR EXCEEDS STATE STANDARDS WAC 332-130-090

BASIS OF BEARING:
THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, AS THE BEARING OF N 89°03'38" W, PER AFN 200701305006.

FRONTAGE UTILITY EASEMENT

AN EASEMENT SHALL BE RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

30-FOOT UTILITY EASEMENT

THE UTILITY EASEMENT SHOWN ACROSS THE SOUTH 30 FEET OF LOTS 1 AND 5, SOUTH 10 FEET OF LOTS 2 THROUGH 4 AND NORTH 20 FEET OF TRACT 996 SHALL BE RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, STORM DRAINAGE, SANITARY SEWER AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

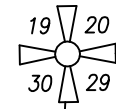
PRIVATE STORM DRAINAGE EASEMENTS

PRIVATE STORM DRAINAGE EASEMENTS OVER, UNDER AND ACROSS THE BURDENED LOTS, AS SET FORTH IN THE FOLLOWING TABLES AND SHOWN ON SHEET 3, ARE HEREBY GRANTED AND CONVEYED TO THE OWNERS OF THE BENEFITED LOTS AS SHOWN ON THE FOLLOWING TABLE.

THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

BURDENED LOTS	BENEFITED LOTS
2-5	1-5
7	6
12-13	11, 13-14

FOUND CASED CONC. MON.
W/ 3-1/2" BRASS DISC & PUNCH
DOWN 2.5'; VISITED 4-15-20



N 89°03'38" E (R1) 2644.69' (BASIS OF BEARING)

FOUND CASED CONC. MON.
W/ 3-1/2" BRASS DISC & PUNCH
DOWN 2.5'; VISITED 4-15-20



N 02°44'48" E 2670.13' (R1)

CALCULATED PER R1
NOT VISITED



N 88°47'12" E 2715.79'

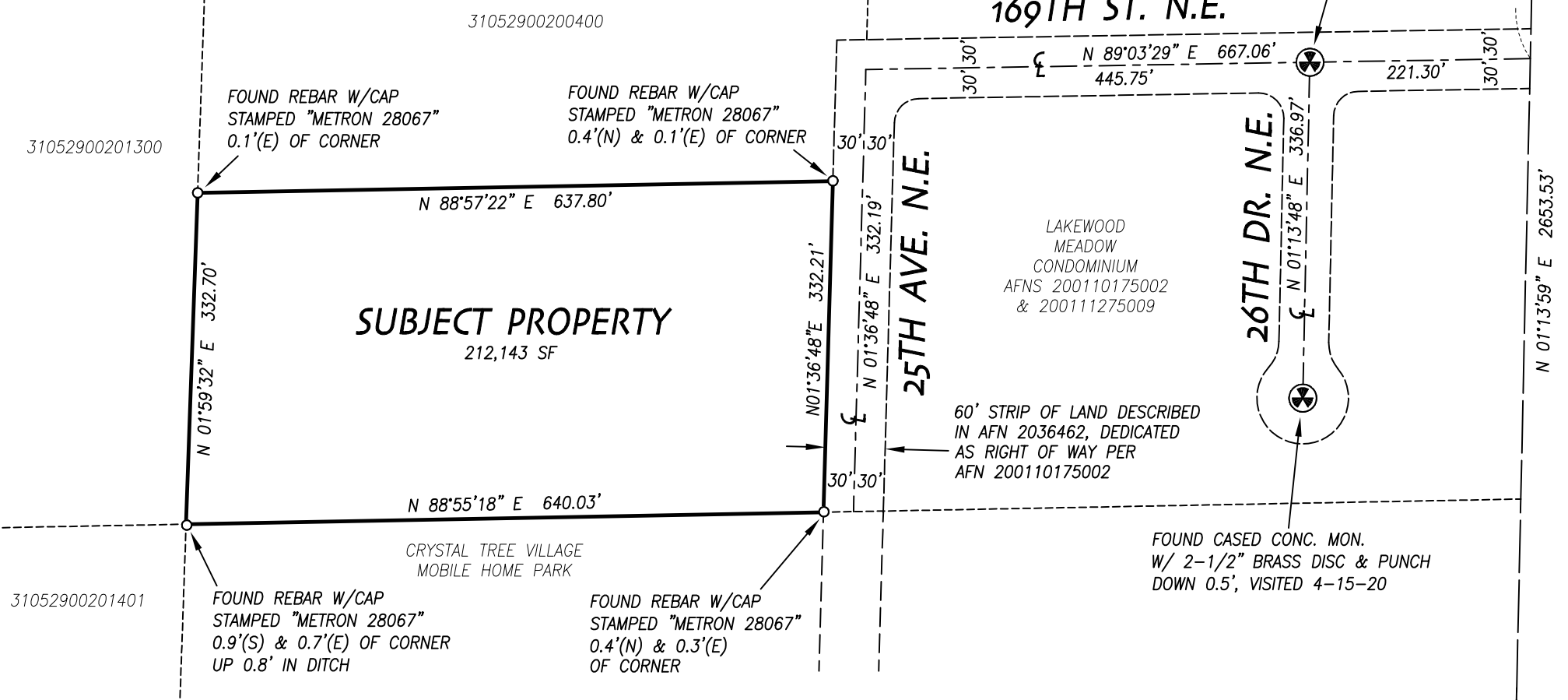
CALCULATED PER R1
NOT VISITED

N 88°47'12" E 2653.60'



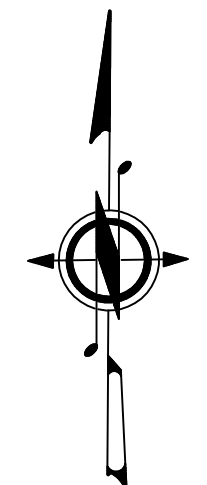
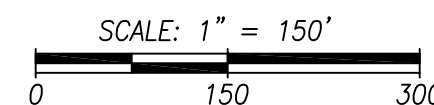
N 01°13'59" E 2764.67'

CALCULATED PER R1
NOT VISITED



SURVEY REFERENCES

- RECORD OF SURVEY - AFN 200701305006
- RECORD OF SURVEY - AFN 200509075003
- PLAT OF LAKEWOOD MEADOW - AFN 200110175002



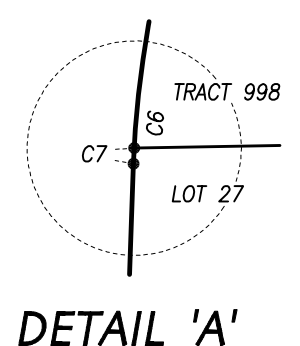
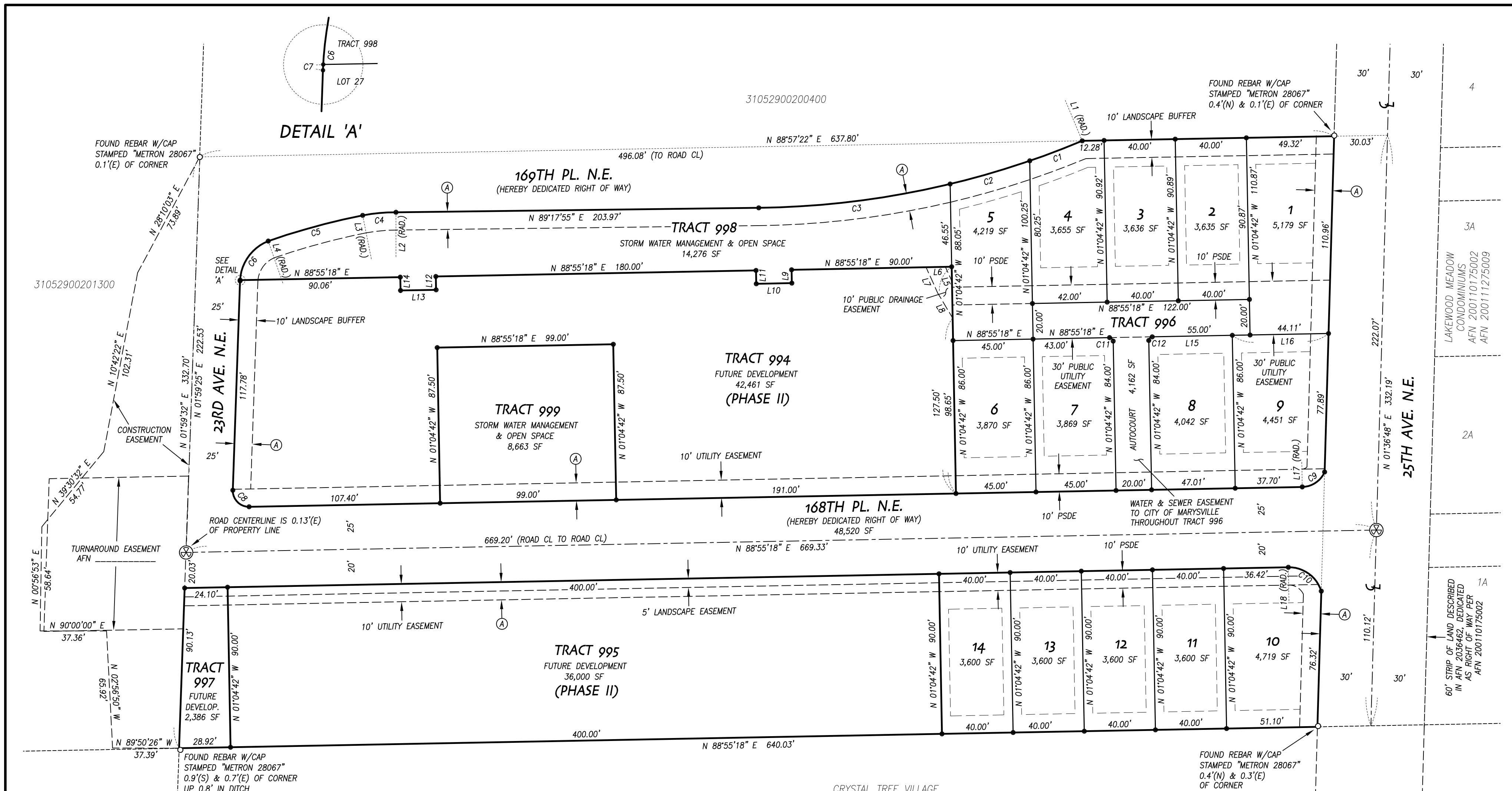
A.F. NO. _____

SHEET
2 of 3



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LAND SURVEYING & MAPPING
P.O. BOX 13619
MILL CREEK, WA 98082
PH. 425.512.7099 FAX 425.357.3577
www.PCSurveys.net

SATHER FARMS - PHASE I
FILE NO. PA20-060
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WA
NE 1/4 NW 1/4, SEC.29, T.31N., R.5E., W.M.
DRAWN BY IGM DATE 1.09.23 DRAWING FILE NAME 201917fpmPH1.dwg SCALE 1"=150' JOB NO. 20-1917



SETBACK & DIMENSIONAL REQUIREMENTS

SETBACKS MEASURED FROM PROPERTY LINE	
FRONT STREET SETBACK	10 FEET
PORCH SETBACK	7 FEET
DRIVEWAY LENGTH	20 FEET
SIDE YARD SETBACK	5 FEET
SIDE YARD SETBACK ADJACENT TO STREET	10 FEET
REAR YARD SETBACK	10 FEET
MAXIMUM IMPERVIOUS COVERAGE	70%

LINE TABLE

LINE	LENGTH	BEARING
L1	RADIAL	N 22°42'20" W
L2	RADIAL	N 00°01'49" W
L3	RADIAL	N 11°15'14" W
L4	RADIAL	N 19°10'42" W
L5	8.89	N 24°18'35" W
L6	10.88	N 88°55'18" E
L7	15.90	N 24°18'35" W
L8	16.39	N 30°45'49" W
L9	7.50	N 01°04'42" W
L10	20.00	N 88°55'18" E
L11	7.50	N 01°04'42" W
L12	7.50	N 01°04'42" W
L13	20.00	N 88°55'18" E
L14	7.50	N 01°04'42" W
L15	45.01	N 88°55'18" E
L16	54.10	N 88°55'18" E
L17	RADIAL	N 01°05'29" W
L18	RADIAL	N 01°04'10" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE
C1	31.58	486.50	3°43'10"
C2	46.64	486.50	5°29'34"
C3	108.62	486.50	12°47'31"
C4	18.80	100.97	10°39'59"
C5	55.08	398.27	7°55'28"
C6	28.60	25.00	65°33'01"
C7	0.41	25.00	0°55'48"
C8	14.62	9.00	93°04'07"
C9	16.01	14.01	65°29'43"
C10	24.54	19.00	74°00'07"
C11	3.14	2.00	90°00'00"
C12	3.14	2.00	90°00'00"

EQUIPMENT & PROCEDURES

METHOD OF SURVEY:
SURVEY PERFORMED BY FIELD TRAVERSE AND REAL TIME KINEMATIC GPS POSITIONING UTILIZING THE HxGN SMARTNET NETWORK

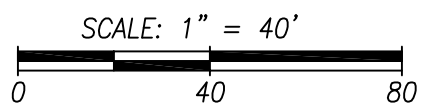
INSTRUMENTATION:
LEICA TS15 ROBOTIC ELECTRONIC TOTAL STATION
LEICA VIVA GNSS GS08 RECEIVER

PRECISION:
MEETS OR EXCEEDS STATE STANDARDS WAC 332-130-090

BASIS OF BEARING:
THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, AS THE BEARING OF N 89°03'38" W, PER AFN 200701305006.

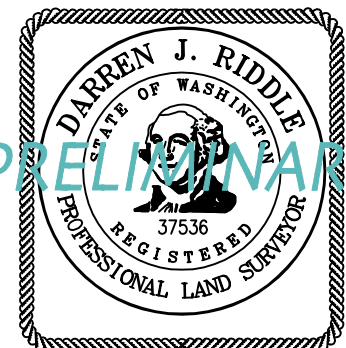
LEGEND

- SET 1/2" X 24" REBAR & CAP STAMPED "L.S. 37536"
- FOUND REBAR & CAP AS NOTED
- ⊗ SET CASED CONC. MON. STAMPED "PCS - 37536"
- ⊕ RIGHT OF WAY CENTERLINE
- ⊖ RIGHT OF WAY CENTERLINE
- ⊙ 10' UTILITY EASEMENTS
AFN 202112010378 & 202112290584
- ⊘ PSDE PRIVATE STORM DRAINAGE EASEMENT
- BOUNDARY LINE
- LOT LINE
- RIGHT OF WAY CENTERLINE
- RIGHT OF WAY
- UTILITY EASEMENT
- BUILDING SETBACK LINE



A.F. NO. _____

SHEET
3 of 3



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SATHER FARMS - PHASE I
FILE NO. PA20-060
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WA
NE 1/4 NW 1/4, SEC.29, T.31N., R.5E., W.M.

DRAWN BY	DATE	DRAWING FILE NAME	SCALE	JOB NO.
IGM	1.09.23	201917fpmPH1.dwg	1"=40'	20-1917



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Professional Services Agreement with Snohomish County for Marysville Visitor Analytics

SUGGESTED ACTION:
Recommended Motion: I move to authorize Mayor Nehring to execute the 2023 professional services agreement with Snohomish County for Marysville visitor analytics.

SUMMARY: Through an agreement with Snohomish County, the City is now able to receive targeted visitor demographic information from the county's subcontractor, Datafy. This program began last year and Marysville's participation was paid by lodging tax funds from both the county and the city. Because the city-specific information was not available until the second half of the year, Snohomish County has offered to fully fund the city's participation for 2023 so that we can access a full year of statistical visitor details to track seasonal trends and help inform future marketing plans.

ATTACHMENTS:
[2023 Professional Services Agreement - Visitor Analytics.pdf](#)

CONSULTANT: City of Marysville
CONTACT PERSON: Connie Mennie
ADDRESS: 501 Delta Ave.
Marysville, WA 98270
FEDERAL TAX ID NUMBER/
U.B.I. NUMBER: 91-6001459
TELEPHONE NUMBER: 360-363-8086
COUNTY DEPT.: Executive Office
DEPT. CONTACT PERSON: Trudy Soriano
Fiscal Analyst
TELEPHONE NUMBER: (425) 388-6603
PROJECT: Marysville Visitor Analytics
AMOUNT: \$7,500.00
FUND SOURCE: 116.501094105205
CONTRACT DURATION: January 1, 2023, through December 31,
2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a nonprofit organization (the "Contractor").

Recitals

WHEREAS, by Section 1 of Resolution No. 79-335, adopted November 5, 1979 (and codified as SCC 4.40.010), the legislative body of the County levied a special excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; and

WHEREAS, by Section 1 of Resolution No. 79-335, as subsequently amended (and codified as SCC 4.40.050(1)), the legislative body of the County created a fund known as the "hotel/motel tax fund"; and

WHEREAS, by Section 2 of Ordinance No. 87-062, adopted August 12, 1987 (codified as SCC 4.40.060), the County Council specified that the hotel-motel tax fund shall be used to support projects or purposes authorized under chapter 67.28 RCW; and

WHEREAS, chapter 67.28 RCW permits the distribution of money from the hotel-motel

tax fund for tourism promotion, defined by RCW 67.28.180(2) (h)(ii) as “activities intended to attract visitors for overnight stays, arts, heritage, and cultural events, and recreational, professional, and amateur sports events”; and

WHEREAS, by Section 4 of Ordinance No. 87-062 (codified as SCC 4.40.070), the County Council established an application and selection process for projects to be funded from the hotel-motel tax fund; and

WHEREAS, pursuant to the procedures established by SCC 4.40.070, the County received applications for funding assistance from various eligible public and nonprofit entities in response to a public solicitation for such applications; and

WHEREAS, the Snohomish County Lodging Tax Advisory Committee evaluated the applications for eligibility and recommended funding levels for the projects, consistent with provisions of chapter 67.28 RCW; and

WHEREAS, by Motion No. 22-509, passed on December 14, 2022, the County Council authorized 2023 hotel-motel tax funding of the projects as set forth therein (or as subsequently amended by the Council) and authorized the County Executive to execute the necessary contracts.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to establish the parameters for reimbursing the City of Marysville in the amount up to \$7,500.00 for eligible expenses of Contractor’s 2023 programming (the “Project”), as set forth in Schedule A. Schedule A is attached hereto and by this reference made part of this Agreement. Schedule C is the Contractor’s Project application; it is attached hereto and by this reference made part of this Agreement.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the “Effective Date”) and shall terminate on December 31, 2023. The Contractor shall complete its obligations required by this Agreement no later than December 31, 2023. The County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Reimbursement. The County will reimburse Contractor as set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. No claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of Contractor's eligible expenses for the Project, the Contractor shall submit a properly executed invoice to the County indicating the amount of eligible expenses for reimbursement. The invoice shall include an itemization of all reimbursable expenses incurred by the Contractor, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule A. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Contract Maximum. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed \$7,500.00.

4. Independent Contractor. The Contractor agrees that it is not an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in completion of the Project under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder, pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Trudy Soriano
Title: Tourism Promotion Area Coordinator
Department: Executive Office
Telephone: (425) 388-6603
Email: Trudy.Soriano@snoco.org

7. County Review and Approval. If Contractor's Project includes the production of promotional materials, Contractor shall provide the County an advance copy of said promotional materials. If the content of the promotional material is objectionable to the County, the County, in its sole discretion, may determine whether to reimburse Contractor for the associated expenses.

8. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support its invoices of reimbursable expenses. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

9. Indemnification. To the maximum extent permitted by law the Contractor shall indemnify and hold harmless the County its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the Project. In addition, the Contractor shall assume the defense of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

10. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Project hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section 10, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

11. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

13. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

14. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

15. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

16. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate 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.

17. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

18. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

19. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the reimbursable

expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 19, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

20. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Executive Office
 3000 Rockefeller Avenue
 Everett, WA 98201
 Attention: Trudy Soriano
 Tourism Promotion Area Coordinator

If to the Contractor: City of Marysville
 1049 State Avenue
 Marysville, WA 98270
 Attention: Connie Mennie

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

21. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

22. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy

the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

23. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

24. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

25. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

26. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

27. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

28. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

29. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the

case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

30. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

CITY OF MARYSVILLE:

County Executive

Date

Mayor Nehring

Date

Schedule A
Scope

CONTRACTOR: The City of Marysville
PROJECT: Marysville Visitor Analytics

The Contractor will: (a) secure contract and remit payment to Datafy through the Snohomish County Data Co-op program (b) submit a reimbursement request to the County, along with applicable proof of qualifying expenses at the completion of the event;

- The Contractor shall work with the County contact set forth in Section 6 of the Agreement to ensure that any published materials prepared with financial assistance from County funds are consistent with the County's graphics standards as set forth in more detail in paragraph 1 below.
 - Any publications produced as a result of this Project shall prominently feature the following credit: MADE POSSIBLE IN PART BY ASSISTANCE FROM THE SNOHOMISH COUNTY HOTEL-MOTEL TAX FUND.
 - The Contractor will project the number of overnight visits the Project will generate and, as a condition to being funded in the future, report on the results.
 - If the Project will occur within a city or cities that collect their own lodging tax, the Contractor shall approach such city or cities for funding assistance for the Project. Prior to or concurrent with its invoice to the County for this Project, the Contractor shall provide a written report to the County on the results of the Contractor's approaches to that city or those cities. If such approaches were not made by the Contractor, the Contractor shall explain in detail in that report its reasons for not doing so. The provision of the report shall be a pre-condition for the County's reimbursing the Contractor for services provided under this Agreement.
1. The County pursues a long-range tourism development and marketing strategy. Part of that strategy is to foster the visual integration of published tourism materials in Snohomish County. For that purpose, the County has developed a package of design guidelines which includes a logotype, a tag line and a family of colors. If any printed materials or print medium advertisements are produced as part of the Project that is the subject of this Agreement, the following requirement will apply: (i) The Contractor will coordinate design of printed materials produced under the Agreement with the County contact set forth in Section 6 of the Agreement, with the goal of applying the design guidelines to printed materials produced hereunder. (ii) The Contractor will submit the proposed design to the County's contact for review and approval prior to printing the production run.
 2. To ensure that out-of-county visitors are attracted to the Project, the Contractor will direct more than fifty percent (50%) of any promotional materials underwritten in whole or in part by County funds at recipients outside of Snohomish County. For written materials, this goal may be accomplished by mailing written materials out of the county. At least fifty percent (50%) of any electronic advertising funded under this Agreement will be directed at audiences outside of Snohomish County.

Schedule B
Compensation

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum.

2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the "COUNTY" column of the Project budget below. The Contractor shall submit an invoice to the County with itemized invoices from third parties for all eligible expenditures for which the Contractor seeks reimbursement. In-kind matching volunteer services shall be valued at a rate of \$29.95 per hour or as invoiced to the Contractor by independent third parties at a commercially reasonable rate that is customary for such work. In addition, if County funds are to be used to pay in whole or in part any printed materials, print advertising or broadcast medium advertising, the Contractor will submit with the Contractor's reimbursement request for associated costs incurred: one (1) copy of printed materials; one copy of each print advertisement as printed; and one copy of the text of each broadcast medium advertisement. The Contractor will not be reimbursed for any expenses incurred by it which provide direct promotional benefit to a specific private business entity. In order to ensure timely closeout of the Project, the Contractor shall submit its invoice to the County no later than thirty (30) calendar days after completion of the services authorized by this Agreement and, in any event, no later than December 31, 2023. The Contractor's invoice shall be accompanied by a report summarizing the Project and how funds provided for the Project under this Agreement have enhanced tourism in Snohomish County. In no event shall the Contractor's invoice be paid by the County if it is submitted after December 31, 2023, or if it is not accompanied by the required report.

PROJECT BUDGET

ITEM	COUNTY	MATCH	
		CASH	IN-KIND
2023 Datafy Co-op Membership	\$7,500.00	\$3,000.00	
Total	\$7,500.00	\$3,000.00	

Upon request of the Contractor and approval by the County Executive as provided in SCC 4.40.065(11), the Contractor may be authorized to shift funds within the items defined in the budget shown above subject to the following conditions:

1. No funds may be shifted without **prior** written authorization from the County's contact set forth in Section 6 of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.

2. Funds shifted shall aggregate no more than twenty percent (20%) of the total allocation

amount.

3. Funds shifted shall be within the original allocation. Authorization to shift funds IS NOT authorization to exceed the original amount of the allocation. In no event shall payments by the County under the Agreement exceed the Contract Maximum.
4. Funds may only be shifted among items listed in the original budget. No new budget items or expenditure categories may be funded without an amendment to this Agreement.

Schedule C
Contractor's Project Application

Snohomish County 2023 Hotel-Motel Small Fund Grant Application DATA CO-OP EXTENSION FORM

PROJECT SPONSOR INFORMATION

Project Title: Marysville Visitor Analytics

Date Datafy Dashboard Launched in 2022: June 2022

Request: \$ 7,500 Match: \$ 3,000 Total Project Budget: \$ 10,500

Check all service categories that apply to this application, per RCW 67.28.1816:

- Tourism Promotion/Marketing
- Operation of a Special Event/Festival designed to attract tourists
- Operation of a Tourism Promotion Agency
- Operation of a Tourism-Related Facility owned or operated by a nonprofit organization
- Operation and/or Capital Costs of a Tourism-Related Facility owned by a municipality

Project Rank (If sponsor is submitting more than one project): _____

Project Sponsor / Contract Authority: City of Marysville

Address: 1049 State Ave.

City: Marysville State: WA Zip: 98270

Contact Person: Connie Mennie, Communications Manager

Phone: 360-363-8086 Email: cmennie@marysvillewa.gov

Sponsor is a: Non-Profit: EIN # _____
Public agency: Tax ID # 91-6001459

Has your organization previously received a Lodging Tax Grant from Snohomish County? Yes No

If yes, what year(s) did your organization receive funding:

YEAR:	AWARDED AMOUNT:	PROJECT TITLE:
2022	\$2,500	visitor Analytics and targeted marketing

Continues onto next page.

Please provide a summary of how you have used your dashboard throughout 2022 (150-300 words):

The first chance to use the dashboard that became available to us in June was to obtain and study visitor information around the Marysville Strawberry Festival, our city's biggest annual event.

We learned from the dashboard that in June 2022, for example, people who visited Marysville and stayed overnight most often stayed 5+ days. Most out-of-state travelers came from California, followed by Oregon, Arizona, Idaho and Texas.

Drilling down further into the demographics will help better inform our tourism marketing plan for 2023.

Please provide a summary of how you plan to use the dashboard in 2023, and beyond (150-300 words):

Like many public jurisdictions, we have a limited marketing budget and want to use those tax dollars in the most fiscally responsible way. Visitor demographics obtained through the dashboard will help us develop a more strategic marketing plan focused on desired target audiences.

Extending this funding through 2023 will allow us to have at least a full year of statistical details to track seasonal trends and help inform future planning.

Please provide a description of the 25% matching funds:

In-kind match is estimated using labor costs for Communications Manager and Communications Specialist to analyze visitor demographics and develop targeted marketing content.

Communications Manager
2 hrs/month @ \$55/hr. = \$1,320

Communications Specialist
4 hrs/month @ \$35/hr. = \$1,680



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Local Agency Federal Aid Project Prospectus and Local Agency Agreement (LAA) Supplement with WSDOT for the 88th ST NE Corridor Improvement Project – Phase 1

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to execute Local Agency Agreement No. LA10348 Supplement No. 1 with WSDOT and associated Local Agency Federal Aid Project Prospectus thereby securing right-of-way funds for the 88th St NE Corridor Improvements Project – Phase 1.

SUMMARY:

On May 23, 2022, Council authorized Local Agency Agreement No. LA10348 and associated Project Prospectus with WSDOT, for FHWA surface transportation program (STP) funds in the amount of \$1,798,000 for right-of-way (ROW) acquisition necessary for completion of the 88th ST NE Corridor project. The corridor is 1.5 miles and extends from east of State Avenue to 67th Avenue.

Due to the size of the project, ROW acquisition will be accomplished in two (2) phases to correspond with the two (2) phases of construction planned. Phase 1 is proposed from State Avenue to 55th Ave NE. Phase 2 is proposed from 55th Ave NE to 67th Ave NE. Accordingly, the LAA and Prospectus authorized by Council in May have been amended for Phase 1 only. The subsequent Phase 2 LAA and Prospectus will be brought to Council for consideration at a later date.

ATTACHMENTS:

LAA_SUPP 1_PHASE 1_88th ROW_12-05-22.pdf

PROSPECTUS_PHASE 1_11-15-22.pdf



Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Length

Termini

Description of Work No Change

Reason for Supplement

Are you claiming indirect cost rate? Yes No Project Agreement End Date
Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency					
	b. Other					
Federal Aid Participation Ratio for PE	c. Other					
	d. State Services					
	e. Total PE Cost Estimate (a+b+c+d)					
Right of Way %	f. Agency					
	g. Other Acquisition - Non Participating					
Federal Aid Participation Ratio for RW	h. Other					
	i. Consultant					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction %	k. Contract					
	l. Other					
	m. Other					
Federal Aid Participation Ratio for CN	n. Other					
	o. Agency					
	p. State Services					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
	r. Total Project Cost Estimate (e+j+q)					

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By
Director, Local Program
Date Executed

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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

VII. Audit of Federal Consultant Contracts

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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

IX. Payment of Billing

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

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	

Agency		CA Agency Yes No		Federal Program Title 20.205 Other	
Project Title			Start Latitude N		Start Longitude W
			End Latitude N		End Longitude W
Project Termini From-To			Nearest City Name		Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.					
Total					

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes

Description of Proposed Work

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

Local Agency Contact Person		Title		Phone	
Mailing Address			City	State	Zip Code
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency	Project Title	Date
--------	---------------	------

Type of Proposed Work			Roadway Width	Number of Lanes
Project Type (Check all that Apply)				
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

Geometric Design Data						
Description	Through Route			Crossroad		
Federal Functional Classification		Principal Arterial			Principal Arterial	
		Minor Arterial			Minor Arterial	
	Urban	Collector		Urban	Collector	
	Rural	Major Collector		Rural	Major Collector	
	NHS	Minor Collector		NHS	Minor Collector	
	Local Access			Local Access		
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

Performance of Work		
Preliminary Engineering Will Be Performed By	Others	Agency
	%	%
Construction Will Be Performed By	Contract	Agency
	%	%

Environmental Classification	
Class I - Environmental Impact Statement (EIS) Project Involves NEPA/SEPA Section 404 Interagency Agreement	Class II - Categorically Excluded (CE) Projects Requiring Documentation (Documented CE)
Class III - Environmental Assessment (EA) Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency	Project Title	Date
--------	---------------	------

Right of Way		
No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	Right of Way Needed	
	No Relocation	Relocation Required

Utilities	Railroad
No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract	No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract

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

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

Remarks

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

Date _____ Agency
 By _____ Mayor/Chairperson



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Supplemental Agreement No. 2 to the Professional Services Agreement with Gray and Osborne, Inc. for Design of the Armar Road Retrofit Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to execute Supplemental Agreement No. 2 to the Professional Services Agreement with Gray and Osborne, Inc. for Design of the Armar Road Retrofit Project in the amount of \$92,050, for a total contract amount of \$135,191 and to extend the contract terms through December 31, 2023.

SUMMARY:

The Armar Road Retrofit Project provides for improved water quality in Allen Creek through design of bioretention facilities and treatment of total suspended solids at Armar Road.

Gray and Osborne Inc. was contracted to provide 30% design services for this project. The original scope of work included utility data acquisition, geotechnical investigation and report, design report with alternative design selection, project management, and quality assurance and control. This contract was later supplemented to provide survey services along Armar Road, which was deemed necessary for future design phases of this project.

The attached supplement will provide additional design services to complete 90 percent plans, specifications, and cost estimate. The scope of services included with the supplement demonstrates a clear and concise approach to complete the 90 percent design elements of this project and the negotiated fee of \$92,050.00 is deemed fair and consistent with industry standards. The agreement terms are also extended through December 31, 2023.

The design is funded in part by a \$75,134.67 grant from the Washington State Department of Ecology.

Agreement Summary:

Original Agreement	\$ 28,681
Supplement No. 1	\$ 14,460
<u>Supplement No. 2</u>	<u>\$ 92,050</u>
Total	\$135,191

DOE Grant: \$75,134.67
Total Cost to the City: \$60,056.33

ATTACHMENTS:

[Gray and Osborne Supplement No 2_Armar Rd.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GRAY AND OSBORNE, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Gray and Osborne, Inc., a corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for Armar Road Retrofit Design (the “Original Agreement”), said Original Agreement being dated August 24th, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for design services and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-2, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31st, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$92,050.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$92,050.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$28,681.00
Supplemental Agreement No.1	\$14,460.00
Supplemental Agreement No.2	\$92,050.00
Grand Total	\$135,191.00

4. Each and every provision of the Original Agreement for Professional Services dated August 24th, 2021, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

Gray and Osborne, Inc.

By _____
[Name]
Its: [Title]

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A-2

SCOPE OF WORK

CITY OF MARYSVILLE ARMAR ROAD RETROFIT DESIGN – AMENDMENT 2

PROJECT UNDERSTANDING

The City of Marysville received funding from the Washington State Department of Ecology to evaluate and design flow control and water quality treatment facilities along Armar Road, starting at the intersection of 47th Avenue NE and extending north approximately 2,200 feet. The original Scope of our Contract included predesign efforts, including providing a Geotechnical Investigation and preparing a Design Report which discussed alternatives to address stormwater for this region. The City has since selected Alternative C2, which includes the design and installation of infiltration trenches, preceded by Filterra treatment units.

Based upon this selection, the following Amendment provides a Scope and Fee to provide engineering and related services for the Project which will include the 90 Percent Design of only the selected infiltration alternative. This Scope will not incorporate the design of the future road section as shown in the City's Downtown Master Plan. It is assumed that construction of the proposed infiltration facilities will either occur prior to revising the current road cross section, or will be included as part of the larger Road Project Design, possibly in 2027. Our services will include utility coordination, 90 Percent Plans, Specifications, and Cost Estimate (PS&E) Documents, as well as QA/QC meetings. Right-of-way acquisition services are not included in this Scope of Work, however this Scope does include purchasing Title Reports, to further define the right-of-way area. The following provides the Scope in greater detail.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall Project management and oversight of the Project work to include the following.

- A. Ensure appropriate staffing resources are dedicated to the Project.
- B. Manage and control Project budget and overall Project schedule.
- C. Provide monthly Progress Reports and invoices.

Task 2 – Utility Coordination

Objective: To gain an understanding of the existing facilities that are located along each corridor. We understand that utility providers may include the City, Snohomish County PUD, Puget Sound Energy, Ziply Fiber, and Comcast. This task includes direct coordination with the various utility companies to understand their facilities and identify any potential conflicts with the new improvements.

- A. Request available Utility Record Drawings, As-builts, Mapping, etc., of sufficient detail, to understand the type, size, and extent of utilities in the area.
- B. Contact utilities when it is determined that a utility conflict may impact the Project. Allow the utility Provider adequate time to pothole their facilities and, as needed, relocate their facilities to allow the Project to be constructed.

Task 3 – Plans, Specifications, and Cost Estimates

Objective: Prepare 60 Percent Plans and 90 Percent Plans, Specifications, and Cost Estimates for review by the City. Specifications and Cost Estimates of the Projects representing 60 Percent Design and 90 Percent Design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format. 90 Percent Design Plans will be submitted to Ecology for their review after the City's review of the documents is completed, and all comments have been addressed. This Task also involves right-of-way research, which may necessitate ordering Title Reports to define the right-of-way line in the project area.

Subtask 3.a – 60 Percent Design

- A. Research the Armar Road right-of-way boundaries to present on the planset. This Scope assumes purchasing Title Reports for up to 20 properties, to confirm right-of-way and property lines.
- B. Prepare 60 Percent Plans in a City-approved format to include Title Sheet, Legend, Location Map and Vicinity Map, Plan and Profile Sheets, special notes, special details, etc.

- C. Prepare Technical Specifications in WSDOT format, referencing the current version of the *Standard Specifications for Road, Bridge, and Municipal Construction*. The Specifications will incorporate City-provided Information for Bidders, Bid Proposal, and Contract documents.
- D. Prepare quantity take-offs and a preliminary Construction Cost Estimate.
- E. As needed, the 60 Percent Plans will be sent to the various utility companies, so that any utility conflicts can be addressed.

Subtask 3.b – 90 Percent Design

- A. Incorporate all relevant comments from the 60 Percent Design review.
- B. Prepare 90 Percent Plans.
- C. Update Technical Specifications.
- D. Update quantities and prepare an updated Construction Cost Estimate.
- E. The PS&E package will be sent to Ecology for their compliance review.

Task 4 – Quality Assurance/Quality Control

Objective: Provide overall quality assurance and quality control over all Design products.

- A. Conduct two in-house quality assurance/quality control (QA/QC) meetings at the design levels noted in Task 3. These meetings will include senior staff, selected design team members, and City staff (as desired).
- B. Ensure incorporation of relevant recommendations and suggestions into the bid/construction documents resulting from QA/QC reviews.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work is set forth in the attached Exhibit A-2. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the Design effort and during the course of the Project, as applicable, the Engineer will provide/deliver to the City the following documents.

1. 60 Percent Plans and 90 Percent Plans, Specifications, and Cost Estimates (pdf format).

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This Scope of Work and the resulting maximum amount payable, are based on the following assumptions as required for the development of the project. (See item assumptions noted in the aforementioned tasks.) Changes in these assumptions and responsibilities may cause a change in Scope of the services being offered, and result in a corresponding adjustment of the Contract price.

1. This Scope of Work assumes that the City will provide overall coordination and approval of the project, including timely (2 weeks) review of all submittals.
2. This Scope of Work assumes that the City will provide Gray & Osborne with relevant capacity requirements and Record Drawings of existing utility infrastructure along the project alignment, as may be available, and/or pertinent to the project.
3. The City will provide all permitting-related services as necessary.
4. It is presumed that the infiltration facilities will be designed either within the current right-of-way, or planned future right-of-way, and that no right-of-way will be purchased as part of this project. If, after reviewing right-of-way against the future Road Plan, it is deemed necessary to install infiltration facilities outside of the right-of-way, a right-of-way Consultant will need to be included as an Amendment, or as part of a future Contract.

EXHIBIT A-2 (Continued)

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Marysville - Armar Road Retrofit Project - Amendment 2

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 Project Management and Oversight	24	8		
2 Utility Coordination		4	8	
3 Plans, Specifications, and Cost Estimates				
A. 60 Percent Design	16	54	80	40
B. 90 Percent Design	16	40	60	
4 Quality Assurance/Quality Control	16	10	10	
Hour Estimate:	72	116	158	40
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$115 to \$155	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$235	\$230	\$155	\$165
Fully Burdened Labor Cost:	\$16,920	\$26,680	\$24,490	\$6,600

Total Fully Burdened Labor Cost:	\$ 74,690
Direct Non-Salary Cost:	
Mileage and Expenses (Mileage @ current IRS rate)	\$ 360
Title Reports (Within Task 3A):	
Estimated 20 Title Reports to Obtain @ \$850/each	\$ 17,000
TOTAL ESTIMATED COST:	\$ 92,050

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Supplemental Agreement No. 4 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to execute Supplemental Agreement No. 4 to the Professional Services Agreement with HDR, Inc. for the 88th ST NE Corridor Project in the amount of \$197,391.33, for a total contract amount of \$2,196,436.53, and to extend the contract terms through December 31, 2024.

SUMMARY:

HDR Engineering, Inc. was contracted to provide a complete 30% design to widen and improve the 88th ST NE corridor between State Ave and 67th Ave. This agreement was supplemented to advance design to 60%, and to develop right-of-way plans and estimate for property acquisition. This work has been completed, and an additional supplement is required to provide right-of-way (ROW) support and coordination services necessary to acquire property. This supplement amends the contract amount by an additional \$197,391.33 and extends the terms through December 31, 2024.

ATTACHMENTS:
[HDR Supp4_88th_ROW support_02-23-23.pdf](#)



Supplemental Agreement Number #4		Organization and Address 929 108th Ave. NE, Suite 1300 Bellevue, WA 982005	
Original Agreement Number		Phone: (425)450-6200	
Project Number R1101	Execution Date	Completion Date 12/31/2024	
Project Title 88th ST NE Corridor Improvement Project	New Maximum Amount Payable \$2,196,436.53		
Description of Work Right-of-Way Support and Coordination Services.			

The Local Agency of Marysville, WA
desires to supplement the agreement entered in to with HDR Engineering, Inc.
and executed on 05/18/2018 and identified as Agreement No. _____

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

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See attached scope exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time of completion is extended to 12/31/2024.

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A

Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2 (Time Extension)	Supplement #3 (Time Extension)	Supplement #4	Total
Direct Salary Cost	\$ 217,199.55	\$ 270,670.51	\$ -	\$ -	\$ 12,713.08	\$ 500,583.14
Overhead (Including Payroll Additives)	\$ 340,634.05	\$ 422,218.92	\$ -	\$ -	\$ 19,706.54	\$ 782,559.51
Direct Non-Salary Costs	\$ 376,172.18	\$ 225,789.00	\$ -	\$ -	\$ 161,157.79	\$ 763,118.97
Fixed Fee	\$ 65,159.85	\$ 81,201.14	\$ -	\$ -	\$ 3,813.92	\$ 150,174.91
Total	\$ 999,165.63	\$ 999,879.57	\$ -	\$ -	\$ 197,391.33	\$ 2,196,436.53

FEE ESTIMATE

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants
1	Project Management & Administration	\$45,679.47	\$913.59	\$50.00	\$0.00
2	Client Communications & Coordination	\$25,915.44	\$518.31	\$25.00	\$0.00
3	Quality Assurance / Quality Control	\$12,358.72	\$247.17	\$0.00	\$0.00
4	Data Collection / Review Information	\$0.00	\$0.00	\$0.00	\$0.00
5	Survey & Mapping	\$41,838.64	\$836.77	\$70.00	\$232,066.00
6	Geotechnical Engineering	\$0.00	\$0.00	\$0.00	\$0.00
7	Watermain & Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00
8	Traffic Analysis	\$0.00	\$0.00	\$0.00	\$0.00
9	Preliminary Design	\$0.00	\$0.00	\$0.00	\$0.00
10	Design Report	\$0.00	\$0.00	\$0.00	\$0.00
11	30% Design	\$0.00	\$0.00	\$0.00	\$0.00
12	Value Engineering Study	\$0.00	\$0.00	\$0.00	\$0.00
13	Environmental Documentation & Permitting	\$0.00	\$0.00	\$0.00	\$0.00
14	60% Design	\$7,377.24	\$147.54	\$475.00	\$0.00
15	Final Design Packages - Segment Design	\$0.00	\$0.00	\$0.00	\$0.00
16	Constructability Analysis & Mock Bid	\$0.00	\$0.00	\$0.00	\$0.00
17	Real Estate Services	\$9,967.68	\$199.35	\$0.00	\$0.00
18	Funding Support	\$0.00	\$0.00	\$0.00	\$0.00
19	Bidding Phase Assistance	\$0.00	\$0.00	\$0.00	\$0.00
20	Public Involvement	\$0.00	\$0.00	\$0.00	\$0.00
		\$143,137.19	\$2,862.73	\$620.00	\$232,066.00

Total For Proposal	Proposed Budget Reallocation (portion of remaining unused fee to cover Supplement 4)	Total Revised Proposal
\$46,643.06	\$32,768.70	\$13,874.36
\$26,458.75	\$15,423.08	\$11,035.67
\$12,605.89	\$12,358.72	\$247.17
\$0.00		\$0.00
\$274,811.41	\$113,366.85	\$161,444.56
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$7,999.78	\$7,377.24	\$622.54
\$0.00		\$0.00
\$0.00		\$0.00
\$10,167.03	\$0.00	\$10,167.03
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$378,685.92	\$181,294.59	\$197,391.33

EXHIBIT A-1

88th Street NE Corridor Improvement Project

(State Avenue to 67th Avenue NE)

SUPPLEMENTAL AGREEMENT NO. 4

Scope of Services for Right-of-Way Support & Coordination Services

February 2023

City of Marysville

Prepared by:



HDR
2707 Colby Avenue, Suite 715
Everett, WA 98201

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **88th Street Corridor Improvement Project (State Avenue to 67th Avenue NE) (PROJECT)**.

This Supplemental Agreement No. 4 authorizes additional work necessary for the successful completion of the PROJECT, described generally as:

- Provide professional engineering and real estate coordination services in support of the acquisition of necessary rights-of-way and easements being performed by the CITY and its Right-of-Way Consultant. Limits of these coordination and support efforts are restricted to Segment 1 of the Project, defined as State Avenue to 55th Avenue NE.
- Prepare necessary legal descriptions and legal exhibits.
- Prepare updates to Right-of-Way Plans and Details.
- Provide design engineering input to right-of-way negotiations, when requested.

Background and Project Description

The City of Marysville first identified 88th Street NE as a major arterial corridor in its 1999 Transportation Master Plan. Since then, the City has maintained a long-term vision to improve the corridor from an unimproved rural 2-Lane section to a 3-Lane Urban Arterial section. This segment will complete the corridor between Interstate 5 and State Route 9 and connect previously completed City improvements between I-5 and State Avenue, and east of 67th Avenue NE.

88th Street NE is a primary east-west arterial corridor crossing the City of Marysville. It is one of only three corridors that directly connect I-5 with SR 9. The corridor provides direct access to residential neighborhoods on either side, serves as a primary link for Marysville citizens, and is a regional link carrying traffic from Unincorporated Snohomish County, Getchell and Granite Falls to I-5 and shopping areas within the Greater Marysville Area. The current section is defined as a rural 2-lane asphalt paved roadway with varying width shoulders. Storm drainage is generally handled by sheet flow and surface runoff; although there are short sections that have been improved with curb and gutter. The corridor crosses Allen Creek atop a 15-foot-high earth embankment with vegetated steep banks. Adjacent properties currently utilize the public right-of-way outside the roadway limits for parking and lawn areas. Community Transit operates a transit line (Route 222) along the corridor with bus stops located near State Avenue, 51st Avenue NE, and 57th Avenue NE (eastbound) and near 57th Avenue NE, 61st Avenue NE, and 67th Avenue NE (westbound). Traffic along the corridor is controlled primarily by stop conditions on the side-street approaches and traffic signals at State Avenue, 51st Avenue NE, 55th Avenue NE and 67th Avenue NE.

The intent of this project is to reconstruct this segment of 88th Street NE to a 3-lane urban arterial section with curb & gutter, sidewalk, landscape planters, enclosed storm drainage facilities, and illumination. The

existing box culvert at Allen Creek and pipe crossing at the Unnamed Tributary will be replaced with larger fish-passable structures and reconstructed roadway embankment with retaining walls. Additional traffic operations facilities will be evaluated to improve pedestrian and vehicle safety. To accomplish these improvements, Right-of-Way will be acquired, and utility facilities will be relocated.

The Original Agreement and Supplemental Agreement Nos. 1, 2 and 3 authorized design efforts to the 60% Design Level. This Supplemental Agreement No. 4 will authorize Right-of-Way Support and Coordination Services to assist the CITY and its Right-of-Way Consultant in the acquisition of necessary rights-of-way and easements from parcels abutting the corridor.

Scope of Work

The Consultant Agreement recognizes that funding availability and timing will impact the overall project schedule through the design, permitting, right-of-way acquisition, and construction phases. Funding availability and timing currently has determined that construction of the corridor will be completed in multiple packages (segments). The Consultant Agreement, including Supplemental Agreement Nos. 1, 2 and 3, outlines and provides for the authorization of consultant services through the preparation of Ad-Ready construction packages and bidding phase services for a maximum of two (2) separate construction packages.

The overall scope of work includes roadway design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, surface water low impact design, retaining wall and culvert design, utility coordination and design, permitting, right of way acquisition support services, environmental review and documentation, critical area delineation, stream and wetland mitigation, cultural resources review, public outreach, grant application assistance, bidding phase assistance and Council reports/updates.

Data collection, preliminary design, environmental permitting, 30% Design, and 60% Design have been accomplished for the entire corridor. **This supplemental scope of work will authorize Real Estate Support & Coordination Services to assist the CITY and its Right-of-Way Consultant in the acquisition of necessary rights-of-way and easements from parcels abutting the corridor.**

The time of performance for this supplemental scope and budget estimate authorization is until December 2024.

Major Milestone Schedule

The following are major schedule milestones for the work of this Supplemental Agreement No. 4:

Right-of-Way support & coordination February 2023 – October 2024

Project Assumptions

General Assumptions

The General Assumptions remain unchanged except as noted below.

- The CONSULTANT will provide support and engineering coordination services to the CITY within the limitations outlined in this scope of services and estimated level of effort (budget).
- The CITY shall be responsible for the management and administration of the right-of-way (ROW) process; management of the valuation process; preparation of property valuations including appraisals, review appraisals, and administrative offer summaries; acquisition and negotiation services; relocation services; and WSDOT ROW Certification coordination.

Design Standards and References

The PROJECT Design Standards and References remain unchanged from the original scope of services, except as noted below.

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the duration of the right-of-way acquisition support & coordination efforts, and extension of the term of the Consultant Agreement until 12/31/2024.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$32,768.70 in remaining funds from other underrun Tasks are transferred to Task 1 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

It will include the work to update the project plan; reconfirm and establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; manage the project scope, schedule and budget; invoicing and project status reporting; and project closeout. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, will include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall revise and modify, as necessary, the Project Management Plan (Project Guide) to include the additional work efforts described in this supplement. The Project Management Plan will also include the Project Quality Assurance / Quality Control Plan and Project Health and Safety Plan.

1.2. Project Team Coordination Meetings

The CONSULTANT shall hold additional monthly Project Team Coordination Meetings with key CONSULTANT team leadership members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project manager shall also attend these meetings as requested.

Assumptions:

- The Supplemental Agreement No. 4 project schedule will be updated and will extend through DEC 2024 to reflect the estimated time to acquire right-of-way and easements and submit the documentation necessary for WSDOT certification.
- An estimated additional 24 monthly project team leadership coordination meetings will be required.
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.

- Project Team Meetings will be 30 minutes in duration, held virtually, and attended by the Project Manager, Design Manager, RES Discipline Lead, and Subconsultant, as required.

Deliverable(s):

- There are no formal deliverables for this task.

1.3. Project Schedule

- This Supplemental Agreement No. 4 makes no changes to this Task. All previously authorized work for this Task has been completed.

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Meetings attended.
- Problems/issues encountered, and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

Monthly Invoices for work completed will be submitted to the CITY. The CITY will review the work accomplished by the CONSULTANT and the percent complete assessments for each task item in the Earned Value Worksheet.

The CONSULTANT shall submit an estimated **Earned Value** figure within the progress report to track and update progress in the project schedule, budget, actual and planned expenditures.

Project Changes: The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

Deliverable(s):

- Monthly Progress Reports (24)

1.5. Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this Supplemental Agreement No. 4 without prior written permission of the CITY. Additional SUBCONSULTANT assistance will be required for obtaining additional topographical and property survey information, preparation of legal descriptions,

development of legal exhibits necessary for the right-of-way acquisition efforts; and supplemental survey and field delineation of proposed acquisition and easement areas to assist the negotiation efforts.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

1.6. Project Kick-off Meeting

The CONSULTANT shall attend a Kick-off Meeting to initiate the real estate services and support efforts. The meeting shall be organized and facilitated by the CITY and provide information regarding the scope of work, assumptions, and schedule for acquiring the necessary rights-of-way and easements. The Kick-off Meeting shall be attended by all members of the Project Team engaged in the Real Estate Services efforts including, the CONSULTANT Project Manager, Design Manager, Survey Manager, Real Estate Services Manager; CITY Project Manager and Real Estate Acquisition Manager; and CITY's Right-of-Way Consultant Team.

1.7. Project Team Management

The CONSULTANT shall provide an experienced project manager to oversee, schedule and manage the additional work of this Supplement.

1.8. Project Close-out

The CONSULTANT shall assemble project documentation and records for the additional work of this Supplemental Agreement No. 4 and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

The CONSULTANT will attend Bi-Monthly Client Coordination Meetings with the CITY and the CITY's Right-of-Way Consultant. In addition, the CONSULTANT will respond to CITY questions and requests for available information in support of the right-of-way acquisition activities,

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$15,423.08 in remaining funds from other underrun Tasks are transferred to Task 2 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

CITY Responsibilities:

- Arrange for meeting facilities at the CITY Public Works Department Offices or via virtual media, for Bi-Monthly Client Coordination Meetings.
- Attend and participate in the Bi-Monthly Client Coordination Meetings.
- Require the CITY’s Right-of-Way Consultant to prepare for and attend the Bi-Monthly Client Coordination Meetings.

Assumption(s):

- There will be a total of 12 additional (bi-monthly) Client Coordination Meetings included in this supplement, held either virtually or at the CITY Public Works Department Offices.
- Monthly Client Coordination Meetings are assumed to be 1-hour in duration with a maximum of 1 hour of Project Manager and RES Manager (each) preparation time.
- CONSULTANT participation will include the Project Manager, and the Real Estate Services Manager.

Deliverable(s):

- There are no CONSULTANT deliverables associated with this task.

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$12,358.72 in remaining funds from other underrun Tasks are transferred to Task 3 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

The CONSULTANT will conduct a Quality Control Review on the following documents, prior to submittal, in accordance with the Project Management Plan:

- Parcel legal descriptions and parcel exhibits;
- Right-of-way Plans.

The CONSULTANT shall also conduct periodic Quality Assurance Reviews of the quality control process and documentation. SUBCONSULTANTS will conduct Quality Control Reviews on their individual elements of work and work products.

Deliverable(s):

- There are no formal deliverables for this task.

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

There are no changes to this Task included in this Supplemental Agreement No. 4. Requests and collection of additional data is included in other tasks.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$13,585.54 in remaining funds from this Task 4 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 5. SURVEY AND MAPPING

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$41,838.64 in remaining funds from other underrun Tasks are transferred to Task 5 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in design, and conducting additional survey work to supplement the basemap and DTM as the design progresses. See Exhibit A for mapping limits. This task also includes the preparation of right-of-way plans, legal descriptions and exhibits necessary to support the right-of-way acquisition process. This Supplemental Agreement No. 4 authorizes additional supplemental survey efforts, development of legal descriptions, and preparation of legal exhibits, as necessary, in support of the Real Estate Support & Coordination Services efforts for Segment 1 (State Avenue to 55th Avenue NE) of the corridor.

5.1. Research and Existing Data Compilation

This Supplemental Agreement No. 4 makes no changes to this sub-task.

5.2. Survey and Construction Geodetic and Cadastral Control

This Supplemental Agreement No. 4 makes no changes to this sub-task.

5.3. Field Surveying and Base Mapping

This Supplemental Agreement No. 4 makes no changes to this sub-task.

5.4. Right-of-Way Parcel Easements, Exhibits, and Legal Descriptions

This task includes the development and delivery of Legal Descriptions in support of project ROW acquisition or new easement requirements, as defined in the Deliverables list below.

5.5. Right-of-Way Plans

A general layout of proposed right-of-way lines will be reviewed and updated to reflect current property ownerships and negotiated acquisitions and easements. CONSULTANT will also review a maximum of 82 updated parcel title reports, provided by the CITY.

5.6. Office Processing and Deliverable

This Supplemental Agreement No. 4 includes the necessary data processing, deliverable preparations and basemapping associated with supplemental field survey efforts.

5.7. Supplemental Surveys

It is assumed that during the right-of-way phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for right-of-way acquisition purposes. For budgeting purposes this task item has been estimated not to exceed 60-field crew hours. Any costs for performing additional survey beyond 60-field crew hours, shall be adjusted accordingly and approved by the CITY via a written amendment before commencement of field activities.

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data developed under Task 5.6.

Assumptions:

This Supplemental Agreement No. 4 makes no changes to the original assumptions, except as noted below.

- Traffic control will not be required for the additional work.
- The additional work does not include the setting of property corners or filing a Record of Survey.
- Proposed right-of-way acquisitions and temporary construction easements will be as depicted on the 60% Right-of-Way Plans previously developed.
- Deliverables are subject to one (1) round of comments by the CITY.
- No legal exhibits will be prepared or submitted.
- The CITY will provide updated Title Reports to the CONSULTANT.

Deliverable(s):

- Supplemental survey and corresponding Base Map updates.
- Legal descriptions for up to 82 parcels; 57 acquisitions and 82 easements.
- Updated right-of-way basemapping identified from Supplemental Surveys.

TASK 6. GEOTECHNICAL ENGINEERING

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$719.32 in remaining HDR and \$34,785.43 in Subconsultant funds from this Task 6 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$11,414.96 in remaining funds from other underrun Tasks are transferred to Task 7 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 8. TRAFFIC ANALYSIS

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$10,316.32 in remaining funds from other underrun Tasks are transferred to Task 8 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 9. PRELIMINARY ENGINEERING

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$39,037.92 in remaining funds from this Task 9 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 10. DESIGN REPORT

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$17,528.45 in remaining funds from this Task 10 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4

TASK 11. 30% DESIGN

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$45,468.74 in remaining funds from this Task 11 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 12. VALUE ENGINEERING STUDY - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$12,185.39 in remaining funds from other underrun Tasks are transferred to Task 13 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4. In addition, \$0.78 in remaining Subconsultant funds are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 14. 60% DESIGN

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$22,792.054 in remaining funds from this Task 14 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

14.1. 60% Design

The CITY's Right-of-Way acquisition efforts, along Corridor Segment 1 (State Avenue to 55th Avenue NE), may require minor design checks and reviews and development of design alternatives for use in negotiating with adjacent property owners. The CONSULTANT shall provide the necessary design services in support of the CITY's right-of-way work up to a maximum of 40 labor hours of effort. Should additional effort be required, that work effort shall be authorized by the CITY in the form of a supplemental agreement.

Assumption(s):

- The overall level of effort and fee estimate for this task is unknown and subject to the needs of the right-of-way acquisition efforts and property owner negotiations. For the purpose of establishing a level of effort, this Supplemental Agreement No. 4 authorizes up to 40 labor hours of design effort.

Deliverable(s):

- Responses to CITY requests for information.
- Updated Right-of-Way plans to address circumstances arising from right-of-way negotiations and CITY/property owner agreements.
- Updated designs and revisions to the 60% plans as a result of right-of-way negotiations and CITY/property owner agreements.

TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for 90% Design, and Ad-Ready Construction Packages will be reviewed and modified as construction funding is secured, and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

This Supplemental Agreement No. 4 makes no changes to this task.

TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE – TO BE SCOPED IN A FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

TASK 17. REAL ESTATE SERVICES

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$40,329.92 in remaining funds from other underrun Tasks are transferred to Task 17 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4. In addition, \$36,742.00 in remaining Subconsultant funds are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

This Supplemental Agreement No. 4 details the necessary effort required to provide requested input and coordination to the CITY in its completion of right-of way acquisition along Segment 1 (State Avenue to 55th Avenue NE) of the corridor. These efforts may include the update of the Preliminary Right-of-Way Estimate, input to and coordination with the CITY and its Right-of-Way Consultant with regard to preliminary right-of-way efforts previously completed. It is anticipated that these services will be completed within a period of 24 months.

17.1 Right-of-Way Support & Coordination

CONSULTANT will provide general ongoing coordination and support to the CITY in the CITY's efforts to acquire the necessary right-of-way and easements along Segment 1 of the corridor.

CITY Responsibilities:

- Provide CONSULTANT with available project information such as, but not limited to, the CITY's State approved ROW procedures, approved environmental documentation, and any pre-approved CITY ROW forms, including legal documents as may be needed by the CONSULTANT in order to provide the CITY-requested assistance.
- Allow a reasonable and sufficient timeframe for CONSULTANT responses to requests for assistance and support.

Assumptions:

- Right-of-Way Support and coordination efforts are limited to a maximum of 40 hours. If the CITY requires efforts beyond this maximum, it shall authorize, in writing, for the CONSULTANT to provide additional services. All meetings are anticipated to be held by virtual capacity (if needed).
- Up to one (1) CONSULTANT RES staff will attend meetings. Meetings are assumed to be 1 hour in duration. Staff time commitment per meeting is estimated at 1 hour, per staff.

Deliverables:

- Responses to CITY requests for information

TASK 18. FUNDING SUPPORT - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Bidding Phase Services will be reviewed and modified as construction funding is secured, and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

This Supplemental Agreement No. 4 makes no changes to this Task.

TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding availability and timing of funds, the detailed scope for this Task and its associated budget will be developed and authorized by future supplemental agreement.

This Supplemental Agreement No. 4 makes no changes to this Task.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Senior Planner Angela Gemmer, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** amending the Public Notice Requirements for Land Use Applications

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY:

The Marysville Municipal Code (MMC) outlines public notice requirements for land use applications. Some current notice requirements are time-intensive, but not well-utilized by the public (e.g. posting of individual notices at public buildings or on the local cable access channel) - Channel 21. The proposed amendments are primarily to remove the requirement to post notices for each individual project at public locations and to post certain land use projects on Channel 21. Instead, a standard notice would be posted at public locations directing the public to where information on land use projects can be obtained. This standard notice would include a QR code, the City's web address, and the Community Development Department phone number so the public can obtain additional information on projects. The QR code would take the public to a page where notices and project information is displayed.

Additional amendments are concurrently proposed which consist of:

- Requiring notice on the City's website;
- Organizing the code better;
- Ensuring that the code is internally consistent and, whenever possible, referring the reader to the general notice provisions in MMC Chapter 22G.010, *Land Use Application Procedures*, rather than having notice provisions dispersed in other chapters;
- Clarifying the project types which require notice and ensuring consistency of notice provisions in code with actual process; and
- Eliminating redundant or conflicting language.

At a duly advertised Public Hearing on January 10, 2023, the Planning Commission received testimony from the public and city staff and made a recommendation of approval of the proposed Public Notice Code Amendments to City Council for adoption by Ordinance.

ATTACHMENTS:

[Memo, Ordinance & Exhibits - Public Notice Amendments](#)

MEMORANDUM

DATE: January 31, 2023
TO: Planning Commission
FROM: Angela Gemmer, Principal Planner
SUBJECT: Public Notice Code Amendments
ECC: Haylie Miller, Community Development Director
Chris Holland, Planning Manager
Exhibit 1: Ordinance – Public Notice Code Amendments
Exhibit 2: PC Recommendation
Exhibit 3: PC Minutes – November 29, 2022
Exhibit 4: PC Minutes – January 10, 2023

The Marysville Municipal Code (MMC) outlines public notice requirements for land use applications. Some current notice requirements are time-intensive, but not well-utilized by the public (e.g. posting of individual notices at public buildings or on the local cable access channel) - Channel 21. The proposed amendments are primarily to remove the requirement to post notices for each individual project at public locations and to post certain land use projects on Channel 21. Instead, a standard notice would be posted at public locations directing the public to where information on land use projects can be obtained. This standard notice would include a QR code, the City's web address, and the Community Development Department phone number so the public can obtain additional information on projects. The QR code would take the public to a page where notices and project information is displayed.

Additional amendments are concurrently proposed which consist of:

- Requiring notice on the City's website;
- Organizing the code better;
- Ensuring that the code is internally consistent and, whenever possible, referring the reader to the general notice provisions in MMC Chapter 22G.010, *Land Use Application Procedures*, rather than having notice provisions dispersed in other chapters;
- Clarifying the project types which require notice and ensuring consistency of notice provisions in code with actual process; and
- Eliminating redundant or conflicting language.

Staff respectfully requests that the City Council affirm the recommendation of the Planning Commission, and adopt the proposed public notice code amendments by Ordinance.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE CITY'S UNIFIED DEVELOPMENT CODE (MMC TITLE 22), RELATING TO PUBLIC NOTICE REQUIREMENTS INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 22B.010.020, 22C.050.090, 22E.030.020, 22G.010.090, 22G.010.100, 22G.010.110, 22G.010.120, 22G.010.130, 22G.010.150, 22G.010.160, 22G.020.060, 22G.060.100, 22G.060.120, 22G.090.080, 22G.090.110, 22G.090.120, 22G.090.340, 22G.100.100, AND 22G.120.070.

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

WHEREAS, the City, in reviewing its development regulations, has determined that revisions to the public notice requirements outlined in Title 22, *Unified Development Code*, are needed; and

WHEREAS, the public notice amendments are proposed in order to increase the efficiency of the notice posting process and the accessibility of public notice provisions; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on January 11, 2023 (Material ID 2023-S-4706) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under RCW 43.21C.450(1).

WHEREAS, during public meetings on November 29, 2022, the Planning Commission discussed proposed amendments related to the public notice requirements outlined in Title 22, *Unified Development Code*; and

WHEREAS, on January 10, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed public notice amendments; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

WHEREAS, during the public meeting on February 13, 2023 the City Council discussed potential amendments related to the Public Notice Standards, and recommended approval of said changes; and

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

Section 1. Amendment of Municipal Code Section 22B.010.020. MMC Section 22B.010.020, entitled Notice and hearing, is hereby amended as set forth in **Exhibit A.**

Section 2. Amendment of Municipal Code Section 22C.050.090. MMC Section 22C.050.090, entitled Notification requirements, is hereby amended as set forth in **Exhibit B.**

Section 3. Amendment of Municipal Code Section 22E.030.120. MMC Section 22E.030.120, entitled Comments and public notice, is hereby amended as set forth in **Exhibit C.**

Section 4. Amendment of Municipal Code Section 22G.010.090. MMC Section 22G.010.090, entitled Notice of development application, is hereby amended as set forth in **Exhibit D.**

Section 5. Amendment of Municipal Code Section 22G.010.100. MMC Section 22G.010.100, entitled Notice of administrative approvals, is hereby amended as set forth in **Exhibit E.**

Section 6. Amendment of Municipal Code Section 22G.010.110. MMC Section 22G.010.110, entitled Notice of public hearing, is hereby amended as set forth in **Exhibit F.**

Section 7. Amendment of Municipal Code Section 22G.010.120. MMC Section 22G.010.120, entitled Notice of appeal hearing, is hereby amended as set forth in **Exhibit G.**

Section 8. Amendment of Municipal Code Section 22G.010.130. MMC Section 22G.010.130, entitled Notice of decision, is hereby amended as set forth in **Exhibit H.**

Section 9. Amendment of Municipal Code Section 22G.010.150. MMC Section 22G.010.150, entitled Administrative approvals without notice, is hereby amended as set forth in **Exhibit I.**

Section 10. Amendment of Municipal Code Section 22G.010.160. MMC Section 22G.010.160, entitled Administrative approvals subject to notice, is hereby amended as set forth in **Exhibit J**.

Section 11. Amendment of Municipal Code Section 22G.020.060. MMC Section 22G.020.060, entitled Public notice and public hearings, is hereby amended as set forth in **Exhibit K**.

Section 12. Amendment of Municipal Code Section 22G.060.100. MMC Section 22G.060.100, entitled Public hearings, is hereby amended as set forth in **Exhibit L**.

Section 13. Amendment of Municipal Code Section 22G.060.120. MMC Section 22G.060.120, entitled Notice of examiner's decision, is hereby amended as set forth in **Exhibit M**.

Section 14. Amendment of Municipal Code Section 22G.090.080. MMC Section 22G.090.080, entitled Review Process – Reports by city departments, is hereby amended as set forth in **Exhibit N**.

Section 15. Amendment of Municipal Code Section 22G.090.110. MMC Section 22G.090.110, entitled Review process – Public hearing, is hereby amended as set forth in **Exhibit O**.

Section 16. Amendment of Municipal Code Section 22G.090.120. MMC Section 22G.090.120, entitled Public hearing – Hearing examiner duty, is hereby amended as set forth in **Exhibit P**.

Section 17. Amendment of Municipal Code Section 22G.090.340. MMC Section 22G.090.340, entitled Review process – city department action – State action, is hereby amended as set forth in **Exhibit Q**.

Section 18. Amendment of Municipal Code Section 22G.100.100. MMC Section 22G.100.100, entitled Action by city departments, is hereby amended as set forth in **Exhibit R**.

Section 19. Amendment of Municipal Code Section 22G.120.070. MMC Section 22G.120.070, entitled Review process – City department action, is hereby amended as set forth in **Exhibit S**.

Section 20. Required Findings. The amendments to MMC Title 22 (consisting of amendments to MMC Sections 22B.010.020, 22C.050.090, 22E.030.020, 22G.010.090, 22G.010.100, 22G.010.110, 22G.010.120, 22G.010.130, 22G.010.150, 22G.010.160, 22G.020.060, 22G.060.100, 22G.060.120, 22G.090.080, 22G.090.110, 22G.090.120, 22G.090.340, 22G.100.100, and 22G.120.070 are consistent with the following required findings of MMC 22G.010.520:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of MMC Title 22;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action

Section 21. Amendment Tracking. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Public Notice Amendments	_____, 2023"

Section 22. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 23. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 24. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

22B.010.020 Notice and hearing. (1) The planning commission shall hold at least one public hearing on the comprehensive plan and any proposed amendments or supplements thereto. Notice shall be provided in accordance with MMC [22G.020.060](#). of the time, place and purpose of such public hearings shall be, at a minimum, as follows:

~~(a) One publication in the official newspaper of the city at least 10 days prior to the hearing;~~

~~(b) Posting of copies of the notice of hearing at Marysville City Hall, at the United States post office in the city, and in at least one additional location with public exposure, at least 10 days prior to the date of the hearing.~~

(2) Continued hearings may be held at the discretion of the planning commission, but no additional notices need be published or posted.

EXHIBIT B

22C.050.090 Notification requirements.

The notification requirements of this section shall apply to All new small farms overlay requests, as well as existing and ongoing agricultural activities which were not granted the small farms overlay designation, shall provide a notice of application in accordance with MMC [22G.010.090](#):

~~(1) Signs. When the community development department determines that the proposed overlay request meets all the requirements as specified in MMC [22C.050.060](#), then the applicant shall post the property with a public notice sign. This sign shall be supplied, organized, designed and placed as defined by the community development department. All signs designed herein are exempt from the city's land use standards and sign codes. All signs required to be posted shall remain in place until the final decision has been reached on the overlay zone. Following the decision, the applicant must remove the sign within 14 calendar days.~~

~~(2) Upon receipt of a complete application, the city shall send written notice to adjacent property owners within 300 feet of any portion of the subject property. Notice is deemed sent once placed in the mail.~~

~~(3) Upon receipt of a complete application, the city shall cause one notice of application to be published in the official newspaper.~~

~~(4) Upon receipt of a complete application, the notice of application shall be posted at Marysville City Hall, at the United States post office in the city, and in at least one additional location with public exposure.~~

EXHIBIT C

22E.030.120 Comments and public notice.

The city of Marysville adopts WAC [197-11-500](#) through [197-11-570](#), as now existing or hereinafter amended, by reference, subject to the following:

- (1) Official comments shall be submitted in writing to the contact person on the threshold determination. ~~E-mail~~ eComments that are e-mailed to the contact person on the threshold determination may be accepted as official comments.
- (2) If required, public notice shall comply with the requirements for the underlying permit as specified in Chapter [22G.010](#) MMC, Article II, Public Notice Requirements.
- (3) The responsible official may require further notice if deemed necessary to provide adequate public notice of a pending action. Failure to require further or alternative notice shall not be a violation of any notice procedure.

EXHIBIT D

22G.010.090 Notice of development application.

(1) ~~Within 14 days of~~ Concurrently with-issuing a letter of completeness under MMC 22G.010.050 ~~Article I of this chapter, Consolidated Application Process,~~ the city shall issue a notice of development application. The notice shall include but not be limited to the following:

- (a) The name of the applicant;
- (b) Date of application;
- (c) The date of the letter of completeness;
- (d) The location of the project;
- (e) A project description;
- (f) The requested approvals, actions, and/or required studies;
- (g) A public comment period not less than 14 nor more than 30 days. The length of the comment period will be based on complexity of the project, as determined by the director;
- (h) Identification of existing environmental documents;
- (i) A city staff contact and phone number; and
- ~~(j) The date, time, and place of a public hearing if one has been scheduled;~~
- (jk) A statement that the decision on the application will be made within 120 days of the date of the letter of completeness.

(2) The notice of development application shall be posted on the subject property, posted on the City's website, published once in a newspaper of general circulation and mailed to all ~~property owners of real property located within 300 feet of any boundary of the subject property as shown on the records of the county assessor and to all street addresses of properties within 300 feet, not including street rights-of-way, of the boundaries of the property which is the subject of the development application.~~

(3) The notice of development application shall be issued prior to and is not a substitute for required notice of a public hearing.

(4) A notice of application is not required for the following actions, ~~when they are categorically exempt from SEPA or environmental review has been completed:~~

- ~~(a) Application for building permits;~~

~~(b) Application for lot line adjustments;~~

~~(c) Application for administrative approvals;~~

(a) Accessory dwelling units;

(b) Bed and breakfasts;

(c) Boundary line adjustments;

(d) Critical areas management determinations made in accordance with Chapter [22E.010](#) MMC;

(e) Extensions of time for approval;

(f) Home occupations; and

(g) Minor revisions to approved developments or permits in accordance with MMC [22G.010.260](#).

EXHIBIT E

22G.010.100 Notice of administrative approvals.

~~(1) Notice of administrative approvals subject to notice under MMC [22G.010.160](#) shall be made as follows: sent to the applicant and all parties of record.~~

~~(1) Notification of Preliminary Approval. The director shall notify the adjacent property owners of his intent to grant approval. Notification shall be made by mail only.~~

(2) The notice shall include:

(a) A description of the preliminary approval granted, including any conditions of approval;

(b) A place where further information may be obtained; and

(c) A statement that final approval will be granted unless an appeal requesting a public hearing is filed with the community development department within 14 days of the date of the notice.

EXHIBIT F

22G.010.110 Notice of public hearing.

Notice of a public hearing for all development applications and all open record appeals shall be given as follows:

(1) Time of Notices. Except as otherwise required, public notification of meetings, hearings, and pending actions under MMC Title [22](#) shall be made by the following actions which shall occur at least 10 days before the date of the public meeting, hearing, or pending action:

(a) ~~Publishing publication at least 10 days before the date of a public meeting, hearing, or pending action~~ in the official newspaper if one has been designated or a newspaper of general circulation in the city; ~~and~~

(b) Posting on the City's website;

(~~b~~c) ~~Mailing at least 10 days before the date of a public meeting, hearing, or pending action to all property owners of real property located as shown on the records of the county assessor and to all street addresses of properties within 300 feet of any boundary of the subject property, not including street rights-of-way, of the boundaries of the property which is the subject of the meeting or pending action. A mailing list and assessor's map showing properties within 300 feet shall be provided by the applicant;-and;~~

(~~c~~) ~~Posting at least 10 days before the meeting, hearing, or pending action in three public places where ordinances are posted and at least one notice on the subject property.~~

(d) Posting on the subject property. Said sign shall be exempt from the city's zoning and sign codes. All signs required to be posted shall remain in place until a preliminary land use decision has been issued. Following that decision, the applicant must remove the sign within 14 calendar days.

(2) Content of Notice. The public notice shall include the name of the applicant, a general description of the proposed project, action to be taken, a nonlegal description of the property or a vicinity map or sketch, the time, date and place of the public hearing, and the place where further information may be obtained.

(3) Continuations. If for any reason a meeting or hearing on a pending action cannot be completed on the date set in the public notice, the meeting or hearing may be continued to a date certain and no further notice under this section is required.

EXHIBIT G

22G.010.120 Notice of appeal hearing for administrative approvals.

Notice of appeal hearings for administrative approvals shall be provided in accordance with
~~In addition to the posting and publication requirements of MMC [22G.010.110](#), notice of
appeal hearings shall be as follows:~~

- ~~(1) For an appeal of administrative approvals, notice shall be mailed to the applicant,
appellant and adjacent property owners.~~

EXHIBIT H

22G.010.130 Notice of decision of hearing examiner.

~~The hearing examiner's decision. A written notice for all final decisions shall be sent to the applicant and all parties of record. For development applications subject to hearing examiner review, the notice shall be the report issued by the hearing examiner within five calendar days of the decision being issued.~~

EXHIBIT I

22G.010.150 Administrative approvals without notice.

(1) The director may approve, approve with conditions, or deny the following without notice:

(a) Accessory dwelling units;

(b) Bed and breakfasts;

~~(a) (c) Boundary line adjustments;~~

(d) Critical areas management determinations made in accordance with Chapter [22E.010](#) MMC;

~~(b) (e) Extensions of time for approval;~~

(f) Home occupations; and

(eg) Minor revisions amendments or modifications to approved developments or permits in accordance with MMC [22G.010.260](#);

~~(d) Home occupations;~~

~~(e) Critical areas management determinations made in accordance with by the community development director pursuant to Chapter [22E.010](#) MMC;~~

~~(f) Bed and breakfast permits;~~

~~(g) Accessory dwelling units;~~

~~(h) Site plan with commercial, industrial, institutional (e.g., church, school), or multiple family building permit if permitted outright;~~

~~(i) Site plan with administrative conditional use permit;~~

(2) Director's decisions under this section shall be final on the date issued.

EXHIBIT J

22G.010.160 Administrative approvals subject to notice.

(1) The director may grant preliminary approval or approval with conditions, or may deny the following actions subject to the notice provisions in MMC [22G.010.100](#) and appeal requirements of this section:

~~(a)~~ Binding site plans;

~~(b)~~ Conditional use permits;

~~(c)~~ Major revisions to approved developments or permits in accordance with MMC [22G.010.270](#);

~~(d)~~ Master plans for properties under ownership or contract of applicant(s);

~~(a)~~ Short subdivisions;

~~(b)~~ Shoreline permits for substantial developments;

~~(f)~~ Short subdivisions; and

~~(g)~~ Site plan with commercial, industrial, institutional (e.g., church, school), multi-family, or townhouse.

~~(c)~~ Conditional use permits;

~~(d)~~ Binding site plans;

~~(e)~~ Master plan for properties under ownership or contract of applicant(s).

(2) Final Administrative Approvals. Preliminary approvals under this section shall become final subject to the following:

(a) If no appeal is submitted, the preliminary approval becomes final at the expiration of the 14-day notice period.

(b) If a written notice of appeal is received within the specified appeal periods, the matter will be referred to the hearing examiner for an open record public hearing.

EXHIBIT K

22G.020.060 Public notice and public hearings.

(1) Content. When the planning commission or city council has scheduled a public hearing on a legislative proposal, the community development department shall prepare a notice containing the following information:

- (a) The name of the applicant, and, if applicable, the project name;
- (b) If the application involves a specific property, the street address of the subject property, a description in nonlegal terms sufficient to identify its location, and a vicinity map indicating the subject property;
- (c) A brief description of the action or approval requested;
- (d) The date, time and place of the public hearing;
- (e) If the application or request involves text or language revisions to any of the documents specified in MMC [22G.020.020](#), and does not involve a specific property, the notice shall specify which document or documents are proposed to be amended or revised;
- (f) A statement of the right of any person to participate in the public hearing.

(2) Provision of Notice. ~~(a) The community development department shall provide for notice of the public hearing to be published in the official newspaper of general circulation in the city at least 10 days prior to the date of the public hearing as follows.~~

- (a) The notice shall be published in the official newspaper, if one has been designated, or a newspaper of general circulation in the city.
- (b) If the proposal involves specific property, other than an area-wide change, two notice signs or placards shall be posted ~~by the applicant~~ on the site or in a location immediately adjacent to the site that provides visibility to motorists using the adjacent streets. The community development director shall establish standards for size, color, layout, design, wording, placement, and timing of installation and removal of the signs or placards.
- (c) If the proposal involves specific property other than an area-wide change, notice of the public hearing shall be mailed to each owner of real property within 300 feet of any boundary of the subject property.
- (d) If the proposal does not involve specific property, and relates to text or language revisions to any of the documents specified in MMC [22G.020.020](#), the community development department may, but shall not be required, to provide reasonable notice in addition to newspaper publication through other means such as the city's ~~local access cable channel, city newsletter, or website.~~

(e) The community development director shall also ~~mail~~ provide notice to each person who has requested such notice.

(3) Public Hearing.

(a) Participation. Any person may participate in the public hearing held by the planning commission or city council by submitting written comments to the community development director prior to the hearing, or by submitting written comments or by making oral comments to the planning commission or city council at the hearing. All written comments received by the community development director shall be transmitted to the planning commission or city council not later than the date of the public hearing.

(b) Party of Record. Any person who participates in the manner set forth in subsection (3)(a) of this section shall be considered a party of record.

(4) Hearing Record. The planning commission and city council shall compile written minutes of each hearing.

EXHIBIT L

22G.060.100 Public hearings.

Where public hearings are required by state statute or city code, the examiner shall hold at least one such hearing prior to rendering a decision on any matter. All testimony at any such hearing shall be taken under oath. Public notice of the ~~time and place of the hearing~~ shall be ~~given as required by city code~~ provided in accordance with MMC [22G.010.110](#).

EXHIBIT M

22G.060.120 Notice of examiner's decision.

~~Not later than~~ Within five calendar days following the ~~of~~ rendering of a written decision, copies ~~of the decision thereof~~ shall be ~~mailed-sent~~ to the applicant and other parties of record in the case. "Parties of record" shall include the applicant and all other persons who specifically request notice of the decision. The examiner may establish rules for registering parties of record.

EXHIBIT N

22G.090.080 Review process – Reports by city departments and affected agencies.

(1) If the application meets all the requirements specified in MMC [22G.090.070](#), then the application shall be deemed complete in accordance with MMC 22G.010.150, and the community development department shall circulate copies of the preliminary subdivision application to relevant city departments and affected agencies. The Washington State Department of Transportation shall be routed the application if the subdivision is located adjacent to State highway right-of-way. The department or agency shall review the preliminary subdivision and furnish the community development department with a report as to the effect the proposed subdivision may have upon their area of responsibility and expertise, and the public health, safety and general welfare. The reports submitted shall include recommendations as to the extent and types of improvements to be provided, and a recommendation as to the approval of the subdivision.

~~(2) Once the city receives a complete application for a subdivision which is located adjacent to state highway right of way, the city shall give written notice of the application, including legal description and location map, to the Department of Transportation. The state shall comment, within 14 calendar days of receiving the notice, regarding the effect the subdivision may have relevant to access to the state highway.~~

EXHIBIT O

22G.090.110 ~~Review process~~ — Notice of Public hearing.

Notice of the public hearing shall ~~conform to the following:~~ be provided in accordance with MMC 22G.010.110.

~~(1) Notice shall be published not less than 10 calendar days prior to the public hearing in a newspaper of general circulation within the city.~~

~~(2) Adjacent property owners, as defined in this title, located within 300 feet of any portion of the boundary of the property to be subdivided as identified on the property owner's form, shall be notified by mail not less than 15 calendar days prior to the public hearing.~~

~~(3) The applicant shall post the property with a sign at least 10 calendar days prior to the public hearing. This sign shall be organized, designed and placed as defined by the city's community development department. All signs described herein are exempt from the city's zoning and sign codes. All signs required to be posted shall remain in place until the final decision has been reached on the preliminary subdivision. Following that decision, the applicant must remove the sign within 14 calendar days.~~

EXHIBIT P

22G.090.120 Public hearing – Hearing examiner duty.

After notice of the public hearing has been given per MMC [22G.010.110](#) and [22G.090.110](#), the hearing examiner will consider the proposed subdivision and its compliance with MMC [22G.090.130](#).

EXHIBIT Q

22G.090.340 Review process – Reports by City departments and affected agencies. action—State action.

(1) If the preliminary short subdivision application meets all the requirements specified in MMC [22G.090.330](#), then the application shall be deemed complete in accordance with MMC [22G.010.150](#), and the community development department shall circulate copies of the preliminary short subdivision application to relevant city departments and affected agencies. The Washington State Department of Transportation shall be routed the application if the short subdivision application is located adjacent to State highway right-of-way. ~~who~~ The department or agency shall review the preliminary short subdivision and furnish the community development department with a report as to the effect of the proposed short subdivision may have upon their area of responsibility and expertise, and the public health, safety and general welfare, and The reports shall include containing their recommendations as to the extent and types of improvements to be provided, and a recommendation as to the approval of the short subdivision. ~~The report submitted shall include recommendations as to the extent and types of improvements to be provided.~~

~~(2) The applicant shall post the property with notice signage upon official acceptance of the application. This sign shall be supplied, organized, designed and placed as defined by the city's community development department. All signs described herein are exempt from the city's zoning and sign codes. All signs required to be posted shall remain in place until the final decision has been reached on the preliminary short subdivision. Following that decision, the applicant must remove the sign within 14 calendar days.~~

~~(3) The city shall send notice to adjacent property owners within 300 feet of any portion of the subject property. Notice is deemed sent once placed in the mail. Notice of the development application and a comment period shall be provided in accordance with MMC [22G.010.090](#).~~

~~(4) Any individual shall have 14 working days from the date of mailing in which to submit written comments to the community development department concerning the proposed short subdivision.~~

~~(5)(3) Once the city receives a complete application for a short subdivision which is located adjacent to state highway right-of-way, the city shall give written notice of the application, including legal description and location map, to the Department of Transportation. The state shall comment, within 14 calendar days of receiving the notice, regarding the effect the short subdivision may have relevant to access to the state highway.~~

EXHIBIT R

22G.100.100 Action by city departments.

(1) Action by the Community Development Department. If the binding site plan application is complete and the fee is paid, the community development department shall accept the application and conduct a city review.

(2) Action by Other City Departments. The community development department will circulate copies of the proposed binding site plan to relevant city departments and affected agencies. The department or agency shall review the preliminary subdivision and furnish the community development department with a report as to the effect the proposed binding site plan may have upon their area of responsibility and expertise. The reports submitted shall include recommendations as to the extent and types of improvements to be provided.

(3) Factors Considered by City Departments. The city shall review the proposed binding site plan to determine whether it meets the following criteria:

(a) Comprehensive Plan. Whether the proposed binding site plan and development of the parcel relate to all elements of the comprehensive plan;

(b) Zoning. Whether the proposed binding site plan meets the zoning regulations;

(c) Physical Setting. Whether the binding site plan properly takes into account the topography, drainage, vegetation, soils and any other relevant physical elements of the site;

(d) Public Services.

(i) Adequate water supply;

(ii) Adequate sewage disposal;

(iii) Appropriate storm drainage improvements;

(iv) Adequate fire hydrants;

(v) Appropriate access to all anticipated uses within the site plan;

(vi) Provisions for all appropriate deeds, dedications, and/or easements;

(vii) Examination of the existing streets and utilities and how the proposed binding site plan relates to them;

(e) Environmental Issues. Examination of the project through the SEPA process and a determination of whether the proposed binding site plan complies with the SEPA requirements.

(f) Critical Areas. Binding site plans shall comply with the land division requirements of MMC [22E.010.350](#).

(4) Notice Requirements. Notice of application shall be given pursuant to ~~Chapter [22G.010](#)~~ MMC [22G.010.090](#).

(5) Preliminary Decision. Following the comment period provided in ~~Chapter [22G.010](#)~~ MMC [22G.010.090](#), the director shall:

(a) Review the information in the record and render a decision pursuant to this chapter. Notice shall be provided in accordance with MMC [22G.010.100](#); or

(b) Forward the application to the hearing examiner for public hearing, if: determined to be necessary in accordance with MMC [22G.010.360](#).

~~(i) Adverse comments are received from at least five persons or agencies during the comment period, which comments are relevant to the decision criteria in subsection (3) of this section or state specific reasons why a hearing should be held; or~~

~~(ii) The director determines a hearing is necessary to address issues of vague, conflicting, or inadequate information, or issues of public significance.~~

EXHIBIT S

22G.120.070 Review process – City department action.

(1) If the site plan application meets all the requirements specified in MMC [22G.120.060](#), then the application shall be deemed complete and the community development department shall circulate copies of the site plan application to relevant city departments who shall review the application and furnish the community development department with a report as to the effect of the proposed development upon the public health, safety and general welfare, and containing their recommendations as to the approval of the application. The report submitted shall include recommendations as to the extent and types of improvements to be provided.

(2) Site plan review is subject to exempt from the public notice requirements set forth in MMC [22G.010.090](#) ~~unless a concurrent review process such as State Environmental Policy Act (SEPA), rezone, variance, etc., requires public notice.~~

PC Recommendation – Public Notice Amendments

The Planning Commission of the City of Marysville, having held a public hearing on January 10, 2023, in review of amendments to the Marysville Municipal Code (MMC) pertaining to Public Notice requirements for land use actions including amendments to the public notice requirements set forth in MMC Chapters 22B.010, *Comprehensive Plan*, 22C.050 *Small Farms Overlay Zone*, 22E.030 *State Environmental Policy Act (SEPA)*, 22G.010, *Land Use Application Procedures*, 22G.020, *Procedures for Legislative Actions*, 22G.060, *Hearing Examiner*, 22G.090, *Subdivisions and Short Subdivisions*, 22G.100, *Binding Site Plan*, and 22G.120, *Site Plan Review*, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

FINDINGS:

1. The Planning Commission held a public work session in review of the amendments to the Public Notice Requirements for land use actions on November 29, 2022.
2. The proposed Public Notice Amendments are exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. Community Development Staff submitted the DRAFT amendments relating to the Public Notice Amendments, to the State of Washington Department of Commerce (DOC) for expedited review pursuant to RCW 36.70A.106(3)(b).
4. The Community Development Department received a letter from the DOC acknowledging receipt of the DRAFT Public Notice Amendments, on January 11, 2023 and processed with Submittal ID 2023-S-4706. No comments were received from State Agencies.
5. The Planning Commission was provided public comments received throughout the review process and took into consideration testimony received from staff and the public at the duly advertised public hearing held on January 10, 2023.

CONCLUSION:

At the public hearing, the Planning Commission recommended adopting the Public Notice Amendments amending the public notice requirements set forth in MMC Chapters 22B.010, *Comprehensive Plan*, 22C.050 *Small Farms Overlay Zone*, 22E.030 *State Environmental Policy Act (SEPA)*, 22G.010, *Land Use Application Procedures*, 22G.020, *Procedures for Legislative Actions*, 22G.060, *Hearing Examiner*, 22G.090, *Subdivisions and Short Subdivisions*, 22G.100, *Binding Site Plan*, and 22G.120, *Site Plan Review*.

RECOMMENDATION:

Forwarded to City Council as a recommendation to adopt the proposed amendments to MMC Chapters 22B.010, *Comprehensive Plan*, 22C.050 *Small Farms Overlay Zone*, 22E.030 *State Environmental Policy Act (SEPA)*, 22G.010, *Land Use Application Procedures*, 22G.020, *Procedures for Legislative Actions*, 22G.060, *Hearing Examiner*, 22G.090, *Subdivisions and Short Subdivisions*, 22G.100, *Binding Site Plan*, and 22G.120, *Site Plan Review*, by the Marysville Planning Commission this 10th day of January 2023.

By: _____
Steve Leifer, Planning Commission Chair

**Planning
Commission**



**501 Delta Avenue
Marysville, WA 98270**

**Meeting Minutes
November 29, 2022**

ROLL CALL

Chair Leifer called the meeting to order at 6:30 p.m.

Present: Chair Steve Leifer, Commissioner Brandon Whitaker, Commissioner Kristen Michal, Commissioner Jerry Andes, Commissioner Roger Hoen

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer

APPROVAL OF MINUTES (November 8, 2022)

Commissioner Andes referred to the first paragraph on page 5 and noted that "lightbulbs" should be "streetlights".

Motion to approve the minutes of November 8, 2022 as amended moved by Commissioner Jerry Andes seconded by Commissioner Roger Hoen.

AYES: ALL

AUDIENCE PARTICIPATION

None

OLD BUSINESS

- **Comprehensive Plan Growth Scenarios Second Discussion**

Principal Planner Gemmer introduced this item related to growth scenarios. She explained that the City needs to accommodate about 6,800 additional people through 2044 and about 4,300 additional housing units and 1,000 additional jobs beyond what was contemplated in the 2015 Comprehensive Plan. She reviewed the six general strategies for potentially accommodating growth discussed at the last meeting. Since the last presentation staff met with the Economic Development Committee and

presented the results of the community survey and the initial perspectives from the Planning Commission on which strategies should be implemented.

Among the options provided to the community, the greatest support was for a hybrid approach where there would be some low to moderate density increases in existing residential zones and then some additional density within a half-mile radius of the SWIFT stations. The second most favored approach was low to moderate density increases in existing residential zones. An approach that focused exclusively on more density along State Avenue was the one that had the least support.

She summarized that at the Planning Commission's previous discussion of this, there was general support for most of the growth to be focused on State Avenue within a half mile of the SWIFT stations with some support for a carefully crafted approach that incorporated more growth along State Avenue and some moderate density increases in strategic places like along arterials. There was moderate support for reassessing the density assumptions downtown. There was some support for low to moderate density increases in existing residential zones.

The Economic Development Committee had the greatest support for the State Avenue approach or a hybrid approach and also looking at Downtown again. There was some support for targeted density, primarily between 51st and State Avenue and where there is access to transit. There was some support expressed for requiring minimum densities. She explained that upon further review, the strategy of reassessing land likely to develop Downtown appeared to have little to no effect on the numbers.

Staff's opinion is that they need to be taking advantage of the areas around the SWIFT stations along State Avenue where they can accommodate a lot of growth. Staff is also supportive of establishing minimum densities in multifamily zones. There is some moderate support by staff for revisiting the residential density assumptions in existing residential zones and for a hybrid of some strategic zoning increases in existing residential areas along with the State Avenue focus. Principal Planner Gemmer reviewed a table in the packet showing the potential additional unit yield achieved with each of the general growth strategies. She asked the Planning Commission for their recommendation for a general approach to take to Council.

Commissioner Whitaker asked about Strategy 6 - modifying residential density assumptions. Principal Planner Gemmer explained that it has to do with modifying assumptions to more accurately reflect what the market is doing and would not entail zoning changes. Chair Leifer noted that this correction could provide an increased number which could reduce the need for the other strategies. Ms. Gemmer agreed.

Commissioner Michal referred to Strategy 5 which would require minimum densities in multifamily zones. She asked what kind of responses staff has gotten when informing developers that they are able to develop at a much higher density than they had planned. Principal Planner Gemmer explained that it has been across the board. Director Miller explained this is somewhat political and may not be popular, but she

thinks if they don't have minimum densities in multi-family zones, it will eventually push higher densities into the single-family neighborhoods. She noted that this is an option that was added after staff first brought this to the Planning Commission.

Chair Leifer didn't think increased densities would be an issue for most developers who are generally interested in maximizing properties. He wouldn't be opposed to this; he just thinks it is a moot point. He said he strongly supports Strategy 1 with higher densities within a half mile of State Avenue SWIFT stations, as long as it can be done without negatively impacting surrounding neighborhoods. He commented that he doesn't agree with the county's assumptions that all development will be multifamily. He thinks there is a market for single-family that should be accommodated as well. He thinks they should consider increasing densities in some of these areas. He noted that ADUs would be one way to do this without causing too much impact for neighbors. He also spoke in support of eventually putting a six-lane boulevard between the airport and 1st Street with a bypass on 51st. In the absence of that they need to take advantage of the corridor they do have with existing businesses that need visibility. It's also a good place to put high-density residential because it could support businesses in that area around the future nodes. He thinks they should definitely allow General Commercial all along this corridor with various zoning underneath.

Principal Planner Gemmer discussed a potential alternate SWIFT route being considered by Community Transit.

Commissioner Hoen referred to Strategy 1 and Community Transit's proposal and asked if this would include the Cascade Industrial Center. Principal Planner Gemmer reviewed potential route options and explained that Strategy 1 does not propose any new capacity in areas that do not already allow multifamily in some form.

Commissioner Whitaker echoed Chair Leifer's support of Strategy 1 as the preferred option because of the north-south corridor, increased traffic in the area, and the SWIFT infrastructure which would help to remove some cars from the road. He thinks staff's comments about Strategy 5 also make sense.

Commissioner Michal agreed with Commissioner Whitaker and Chair Leifer. Strategy 1 with density around SWIFT makes sense. Strategy 5 also makes sense. Strategy 6 regarding modifying density assumptions also seems like a good option.

Commissioner Andes agreed that Strategy 1 is the preferred approach and also urged protection of single-family homes in the process.

Commissioner Hoen recalled from the previous discussion that developers are trending toward multifamily and not single family. Principal Planner Gemmer commented that multifamily is gaining ground; however, they are still seeing more single family than multifamily. Commissioner Hoen referred to the slide showing the circles of possible changes to density and noted they ignored the railroad tracks. Ms. Gemmer explained

that this is because the center of the half-mile radius is based on the intersection of State Avenue and the cross street.

Ms. Gemmer summarized that the Planning Commission generally supports Strategy 1 with some support for Strategy 5 and Strategy 6.

NEW BUSINESS

- **Public Notice Amendments**

Director Miller explained that staff would like to revise the public notice requirements for land use applications to remove the requirement for posting of paper notices in physical locations (library, post office, and city hall). Another amendment would require posting on the website which is already being done. Additionally, all of the noticing regulations for the different land use applications would be consolidated into one section; currently they are scattered throughout the code. Staff will bring back a draft version of the code at a future meeting.

Commissioner Andes asked if they have considered an electronic reader board on State Avenue. Director Miller indicated that was an option but she felt most people are getting their information online, from the newspaper, or from direct mailers.

Commissioner Hoen asked if there are trade publications that should be considered. Director Miller did not think so. She said that it is standard to just publish in the local newspaper.

Commissioner Michal thought the amendments made sense. Chair Leifer agreed.

- **SEPA Infill Categorical Exemptions Amendments**

Director Miller explained that the SEPA checklist required for larger projects in Marysville to mitigate for impacts appears to be outdated and not very useful. It basically just extends the project, incurs fees, and leaves uncertainty on the table. Marysville routinely sends all land use applications out to agencies so they are already getting feedback from those agencies. The proposed legislation would allow cities that have planned for infill development to waive the SEPA requirement for residential infill development. She pointed out that anything related to the SEPA checklist is fully covered in code already.

CITY COUNCIL AGENDA ITEMS and MINUTES

None

ADJOURNMENT

Director Miller reported that the review window for first round of Planning Commission applications has closed. She and the Mayor will be conducting interviews soon.

The meeting was adjourned at 7:55 p.m.

Angela Gemmer for _____
Laurie Hugdahl, Recording Secretary

NEXT MEETING – December 13, 2022

Planning
Commission



501 Delta
Marysville, WA 98270

**Meeting Minutes
January 10, 2023**

CALL TO ORDER / ROLL CALL

Chair Leifer called the meeting to order at 6:30 p.m. and welcomed the two new commissioners, Shanon Jordan and Zebo Zhu. The new commissioners introduced themselves.

ROLL CALL

Present: Chair Steve Leifer, Commissioner Roger Hoen, Commissioner Jerry Andes, Commissioner Brandon Whitaker, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer

APPROVAL OF MINUTES

Motion to approve the December 13, 2022 Planning Commission meeting minutes moved by Commissioner Jerry Andes seconded by Commissioner Brandon Whitaker.

VOTE: Motion carried 3 - 0

AYES: Chair Steve Leifer, Commissioner Jerry Andes, Commissioner Brandon Whitaker

ABSTAIN: Commissioner Roger Hoen, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

It was noted that the November 29 minutes still needed to be approved because there was not a quorum at the December 13 meeting. Principal Planner Gemmer stated she would include those on the next agenda.

AUDIENCE PARTICIPATION

None

PUBLIC HEARINGS

Hearing 1 - Residential Density Incentive and Planned Residential Development open space amendments

Principal Planner Gemmer reviewed this item regarding proposed amendments to the Residential Density Incentive code and the Planned Residential Development Open Space code. The amendments were generated by staff in response to feedback received from the building community and from new planning staff.

Commissioner Michal asked if the exemption for pieces that are unable to comply with ADU due to topographical constraints would present any future liability issues. Principal Planner Gemmer did not think so, but indicated she would confirm that with the City Attorney.

Commissioner Whitaker asked about Planned Residential Development code amendment number 5, which talks about a situation where the open space may be dedicated in fee to the public. Principal Planner Gemmer explained that this refers to a situation where the open space is transferred to the City to own and maintain.

Commissioner Zhu asked about the definition of small recreational amenities. He wondered why volleyball was on the small amenity list, but basketball was on the large amenity list. Ms. Gemmer explained it was somewhat subjective and based on how much improvement is being made. She noted that ultimately the Director would have the authority to determine what constitutes a small or a large amenity.

Commissioner Hoen commented he has suggested the dual use of water retention and sports multiple times in the past and was told it wasn't possible. He asked what has changed. Ms. Gemmer recalled the discussions and noted that retrofitting existing storm water detention facilities would be cost prohibitive and require a lot of engineering. However, for new developments, if developers are unable to provide infiltration they often opt to put in a vault with a park on top to maximize space.

The public hearing was opened at 6:53 p.m. Comments were solicited. There were none. The hearing was closed at 6:53 p.m.

Motion to forward the Residential Density Incentive and Planned Residential Development open space amendments to Council with a recommendation for approval moved by Commissioner Brandon Whitaker seconded by Commissioner Kristen Michal.

AYES: ALL

Hearing 2 - Public notice requirements for land use applications

Principal Planner Gemmer reviewed this item. The main change would be to eliminate the requirement to post at the library, city hall, and post office) and eliminate posting on Channel 21. Instead, there will be a requirement to post on the City's website, in the newspaper, with direct mailings or on Pending Land Use Action signs on the project site. Director Miller and other staff have been working on other ways to notice such as

QR codes on signs. Additionally, there have been some organization and cleanup amendments.

Commissioner Zhu asked why bed and breakfasts were called out specifically. Ms. Gemmer was not sure, but thought it was because they were so uncommon. Commissioner Zhu asked if they actually measure the 300 feet. Ms. Gemmer explained that GIS is used. She explained how software is used to determine properties within 300 feet of the property for notices.

Chair Leifer suggested public notices should be easy to find right from the City's home page. Director Miller agreed.

Commissioner Jordan suggested having the website address listed in addition to the QR code on notice signs.

Commissioner Zhu asked about posting in high traffic areas like grocery stores. Director Miller explained they prefer to encourage people to come to city hall or go online. If there is a project in someone's vicinity, they will receive notifications. There is also signage on sites.

Chair Leifer opened the public hearing at 7:13 p.m. and solicited public comments. Seeing none the hearing was closed at 7:14 p.m.

Motion to forward the Public Notice requirements for land use applications to Council with a recommendation for approval moved by Commissioner Kristen Michal seconded by Commissioner Jerry Andes.

AYES: ALL

OLD BUSINESS

[Community Business - Lakewood potential map amendments](#)

Director Miller reviewed this topic. Staff recommends that the Community Business zone density be modified citywide to allow for a base density of 12 units per gross acre with the ability to increase density up to 18 units per acre by utilizing Residential Density Incentives (RDI). Staff believes that this provides a moderate amount of density while maintaining the original intent of the CB zone which is to be primarily commercial in nature. Staff further recommends that Option 4 (Exhibit 6) also be considered for approval to allow an applicant to pursue a horizontal mixed use development within the Community Business zone in Lakewood Neighborhood Planning Area 1. Staff recommends that the Planning Commission schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6.

Chair Leifer asked about the limits of the developer agreement. Ms. Gemmer explained that it would only apply to the CB zone in the Lakewood neighborhood planning area. The intent would be to afford additional flexibility if a developer wanted to propose a master plan. It would potentially enable the applicant to shift from vertical mixed use to horizontal mixed use. Everything else about the zone remains the same. There would still need to be a commercial component but there is more flexibility in how it could be executed. Chair Leifer asked why they wouldn't go all the way to the railroad tracks. He thinks that block should all be the same with plenty of commercial. Ms. Gemmer explained that the piece referred to by Chair Leifer is scheduled to be rezoned from CB to R-12 with a pending land use action. Director Miller explained she thinks the proposal is a good option because it holds the line on the existing zoning with the opportunity of doing horizontal mixed use. Chair Leifer thinks it is a mistake to limit what can go on above commercial to 18 units. He thinks this is necessary to offset the cost of commercial. Director Miller explained that this can be re-examined in the future, but at this point they just need to make a policy decision.

Commissioner Zhu asked why they wanted to limit residential in that area. Director Miller explained some of the history and staff's reasoning for this.

Commissioner Michal asked if limiting density in this area might encourage more development in the downtown area. Director Miller agreed that this is another reason for limiting density; the City wants the highest densities downtown.

Commissioner Whitaker asked about the reasoning for allowing the possibility of horizontal mixed use rather than limiting it to just vertical mixed use. Director Miller explained it had to do with the site topography, the unique location with respect to I-5, and the fact that the interchange will go through this property. It was also an effort to offer flexibility as requested previously by the Planning Commission.

Commissioner Whitaker commented that the City wants to protect single family and also concentrate development along corridors. He thinks that having a high residential component here is an opportunity to do that. Director Miller agreed that vertical mixed use would be the number one goal, but horizontal would also be an option.

Commissioner Whitaker asked for clarification that the change to the CB zone would be citywide. Director Miller confirmed this.

Commissioner Jordan also spoke in favor of not limiting the residential in order to maximize the amount of housing in that section, especially for this one piece. Director Miller commented that the zone is meant to be commercial. It doesn't do any favors to the other areas of the city where they want high density to happen to allow high densities here. She recommended that staff bring it forward to a public hearing and allow the Planning Commission to make a recommendation. She noted that staff would remain firm in their recommendation.

Commissioner Whitaker wondered how impactful unlimited height in the CB zone would be for downtown. He noted that downtown is already built and asked if there has been a lot of interest in building up in downtown. Director Miller replied that staff is hopeful that downtown will build up as high as possible. Ms. Gemmer explained there is a lot more flexibility with height in the downtown area than the CB zone. She noted that there are only two properties in the CB zone that realistically would lend themselves to potentially having multifamily. One would be the triangle piece under discussion and the other would be at the intersection of 84th Street and Highway 9. Most of the other CB pieces have existing commercial uses.

Chair Leifer suggested allowing market forces to work rather than trying to force development. He wanted to make it clear to the Council that at least two commissioners strongly felt that the density above commercial should be unlimited the CB zone. Director Miller indicated that more comments could be recorded at the public hearing.

Motion to schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6 moved by Commissioner Kristen Michal seconded by Commissioner Brandon Whitaker.

AYES: ALL

Sign Code Amendments

Director Miller reviewed the proposed amendments and challenges associated with regulating signs.

Commissioner Hoen asked who polices this. Director Miller explained it would be enforced by city staff – a combination of Community Development, Public Works, and Code Enforcement. Code Enforcement and Public Works do the on-ground plucking of signs because they have the vehicles, flashing lights, and uniforms. The planners typically do the indoor work – the education, the writing, the phone calls. Planning has oversight over the sign code, but Code Enforcement pulls the signs and interacts with the public, if necessary, in the process. Commissioner Hoen expressed concern that some of the most obnoxious signs are the property owner signs which will still be allowed. Director Miller agreed but noted that the idea is to limit the sheer number of signs throughout the city, not to limit freedom of speech. Commissioner Hoen expressed concern that no one would follow the rules once they get close to election time. Director Miller replied that there would be a big push for education, especially with political candidates. Staff will be talking with every single candidate about the regulations ahead of time. She believes this will improve over time.

Motion to schedule a public hearing for Sign Code Amendments moved by Commissioner Jerry Andes seconded by Commissioner Shanon Jordan.

AYES: ALL

CITY COUNCIL AGENDA ITEMS and MINUTES

ADJOURNMENT

The meeting was adjourned at 8:29 p.m.

Angela Gemmer for

Laurie Hugdahl, Recording Secretary

NEXT MEETING – January 24, 2023



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Senior Planner Angela Gemmer, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** adding definitions for Open Space Active and Open Space Passive and amending the Open Space requirements for Planned Residential Developments and Residential Density Incentives provisions

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY:

Amendments are proposed to Marysville Municipal Code (MMC) Chapters 22A.020 Definitions, 22C.090 Residential Density Incentives, and 22G.080 Planned Residential Developments, in order to address concerns expressed by applicants and staff that some of the standards in these codes are unclear or vague resulting in confusion about what the expectations are and inconsistent application of the code. Residential density incentives are different public benefits, such as providing affordable housing or more open space, that applicants can voluntarily pursue in exchange for additional residential density beyond the base density for the zone. Residential density incentives are often pursued with Planned Residential Development (PRD) and multi-family projects to obtain more density. Planned Residential Developments are a type of residential development that allows for greater density than a standard subdivision and, in exchange, requires that additional amenities, improvements, and design elements such as open space, alternative access design (e.g. decorative paved auto courts), and landscaping be incorporated in the site design. The proposed amendments are outlined in greater detail in the attached memo.

At a duly advertised Public Hearing on January 10, 2023, the Planning Commission received testimony from the public and city staff and made a Recommendation to the City Council to adopt the Planned Residential Development Open Space and Residential Density Incentives amendments, by Ordinance.

ATTACHMENTS:

[Memo, Ordinance and Exhibits - RDI and PRD Open Space Amendments](#)

MEMORANDUM

DATE: January 31, 2023
TO: City Council
FROM: Angela Gemmer, Principal Planner
SUBJECT: Residential Density Incentives (RDI) and Planned Residential Development (PRD) open space code amendments
ECC: Haylie Miller, Community Development Director
Chris Holland, Planning Manager

Exhibit 1: Residential Density Incentives (RDI) and Planned Residential Development (PRD) Open Space Ordinance
Exhibit 2: PC Recommendation
Exhibit 3: PC Minutes – December 13, 2022
Exhibit 4: PC Minutes – January 10, 2023

Attached are proposed amendments to the Marysville Municipal Code (MMC) pertaining to Chapters 22A.020, *Definitions*, 22C.090, *Residential Density Incentives*¹ and 22G.080, *Planned Residential Developments*². Staff and applicants have expressed concern regarding some of the standards in these codes being unclear or vague which has resulted in confusion about what the expectations are and inconsistent application of the code. The specific aspects of the code that are of concern have been discussed, and the following amendments are proposed to clarify expectations and promote more consistent application of the code:

Chapter 22A, *Definitions.*

- MMC Section 22A.020.160 "*O*" *definitions*. The terms 'open space, active' and 'open space, passive' are used in the PRD code but are not defined.

Chapter 22C.090, *Residential Density Incentives.*

- MMC Section 22C.090.040, *Density bonus recreation features*, outlines how recreational area can qualify as bonus units. Specific revisions include clarifying:

¹ Residential density incentives are different public benefits that applicants can voluntarily pursue in exchange for additional residential density beyond the base density for the zone. Residential density incentives provide the community with public benefits that include, but are not limited to, higher quality or more open space, affordable housing, and funds that can be used to fill in missing pedestrian connections. Residential density incentives are often pursued with Planned Residential Development (PRD) and multi-family projects to obtain more density.

² Planned Residential Developments are a type of residential development that allows for greater density than a standard subdivision and, in exchange, requires that additional amenities, improvements, and design elements such as open space, alternative access design (e.g. decorative paved auto courts), and landscaping be incorporated in the site design.

- That either additional area (i.e. acreage or square feet) or amenities can be provided in excess of the standard code requirements to earn bonus units;
 - That the applicant must delineate which areas or amenities are proposed to satisfy the standard code requirements and which are proposed to earn bonus units;
 - What recreational amenities may be proposed to earn bonus units, and what amenities passive recreation areas must feature; and
 - The expectations for dual use recreation and storm water retention/detention areas including that accesses into the tract must serve as both an access and amenity (e.g. grasscrete, decorative pavers, basketball court, etc.) to contribute to earning bonus units. Obsolete language will also be omitted.
- MMC Section 22C.090.060, *Review process*, outlines the review process for residential density incentives. Specific revisions include amending:
- Vague language such as 'primary proposal' and 'reviewing authority' to specific language such as 'underlying land use project' and either 'hearing examiner' or 'community development director'; and
 - The direction provided to be more concise, and to indicate that the RDI may be administratively approved after the land use decision is issued (as this frequently occurs with projects).

Chapter 22G.080, *Planned Residential Developments.*

- MMC Section 22G.080.100, *Open spaces*, outlines the open space requirements for Planned Residential Developments. Specific revisions include clarifying:
- That the same net project area used for determining density for the overall project must be used for determining the required open space. Certain projects have proposed using the density which maximizes density and minimizes open space; this amendment makes the expectation clear;
 - How the open space area should be calculated, and allowing for accesses into dual use recreation and storm water retention/detention areas to contribute towards open space if the access serves as both an access and amenity (e.g. grasscrete, decorative pavers, basketball court, etc.);
 - Which part of the perimeter landscaping can contribute to required open space;
 - Where the open space should be located;
 - That an exception should be allowed to the all-weather surface requirements for pathways that are unable to comply with Americans with Disabilities Act (ADA) requirements due to topography constraints;
 - What qualifies as small and large recreational amenities, how the amenities should be calculated, that at least one active amenity is needed, that tot lots require soft surfacing and a bench, etc.; and
 - Expectations for dual use recreation and storm water retention/detention areas including that: accesses into the tract must serve as both an access and amenity (e.g. grasscrete, decorative pavers, basketball court, etc.) to contribute to required open space.

Staff respectfully recommends that the City Council affirm the recommendation of the Planning Commission, and adopt the proposed Planned Residential Development (PRD) open space and Residential Density Incentives (RDI) amendments by Ordinance.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE CITY'S UNIFIED DEVELOPMENT CODE (MMC TITLE 22), RELATING TO THE DEFINITIONS OF OPEN SPACE ACTIVE AND OPEN SPACE PASSIVE, PLANNED RESIDENTIAL DEVELOPMENT OPEN SPACE REQUIREMENTS, AND RESIDENTIAL DENSITY INCENTIVES INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 22A.020.160, 22G.080.100, 22G.090.040 AND 22G.090.060.

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

WHEREAS, the City, in reviewing its development regulations, has determined that there is a need for definitions for Open Space Active and Open Space Passive, and revisions to the Planned Residential Development (PRD) Open Space and Residential Density Incentives (RDI) standards; and

WHEREAS, the proposed amendments will establish definitions for the terms Open Space Active and Open Space Passive to ensure that there is a common understanding on what is meant by these terms; and

WHEREAS, the proposed amendments to the Planned Residential Development (PRD) Open Space and Residential Density Incentives (RDI) standards will modify unclear or vague standards to promote a consistent application of the code; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on January 11, 2023 (Material ID 2023-S-4707) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under RCW 43.21C.450(1).

WHEREAS, during a public meeting on December 13, 2022, the Planning Commission discussed proposed amendments related to Open Space Active and Open Space Passive definitions, Planned Residential Development (PRD) Open Space standards, and Residential Density Incentives (RDI) standards; and

WHEREAS, on January 10, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed definitions for Open Space Active and Open Space Passive, and revisions to the Planned Residential Development (PRD) Open Space and Residential Density Incentives (RDI) standards; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

WHEREAS, during the public meeting on February 13, 2023, the City Council discussed potential amendments related to definitions for Open Space Active and Open Space Passive, and revisions to the Planned Residential Development (PRD) Open Space and Residential Density Incentives (RDI) standards, and recommended approval of said changes; and

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

Section 1. Amendment of Municipal Code Section 22A.020.160. MMC Section 22A.020.160, entitled "O" definitions, is hereby amended by adding a definition for "Open space, active" as set forth in **Exhibit A**.

Section 2. Amendment of Municipal Code Section 22A.020.160. MMC Section 22A.020.160, entitled "O" definitions, is hereby amended by adding a definition for "Open space, passive" as set forth in **Exhibit B**.

Section 3. Amendment of Municipal Code Section 22G.080.100. MMC Section 22G.080.100, entitled Open spaces, is hereby amended as set forth in **Exhibit C**.

Section 4. Amendment of Municipal Code Section 22G.090.040. MMC Section 22G.090.040, entitled Density bonus recreation features, is hereby amended as set forth in **Exhibit D**.

Section 5. Amendment of Municipal Code Section 22G.090.060. MMC Section 22G.090.060, entitled Review process, is hereby amended as set forth in **Exhibit E**.

Section 6. Required Findings. The amendments to MMC Title 22 (consisting of amendments to MMC Sections 22A.020.160, 22G.080.100, 22G.090.040 and 22G.090.060 are consistent with the following required findings of MMC 22G.010.520:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of MMC Title 22;
- (3) There have been significant changes in the circumstances to warrant a change;

(4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action

Section 7. Amendment Tracking. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	PRD Open Space and RDI Amendments	_____, 2023"

Section 8. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 9. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 10. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

22A.020.160 "O" definitions.

"Open space, active" means an open space area that is of a grade and surface usable for recreation and provides amenities that promote recreational activities. Passive open space areas, and critical areas and buffers, do not qualify as active open space.

- (1) Active open space areas may feature, but are not limited, the following amenities:
- (a) golf course;
 - (b) swimming pool;
 - (c) basketball, tennis, pickleball, or similar courts or half-courts;
 - (d) skateboard facilities;
 - (e) baseball, football, soccer, or similar fields;
 - (f) disc golf;
 - (g) horseshoes, bocce, or similar lawn games;
 - (h) volleyball or similar net sports;
 - (i) tot lot with playground equipment (soft surface); or
 - (j) other similar amenities.

EXHIBIT B

“Open space, passive” means an open space area that does not qualify as active open space but may be used for less intense uses such as walking, hiking, biking, picnicking, nature walks, and observation, or reserved in a natural or landscaped state.

EXHIBIT C

22G.080.100 Open spaces.

(1) A minimum of 15 percent of the net project area shall be established as open space. The same net project area calculation used for determining the project's density shall be used for calculating required open space. Passive open space areas, as defined in MMC 22A.020.160, and critical areas and buffers, may be used to satisfy a maximum of 65 percent of the required open space. Thirty-five percent of the required open space shall be active open space, as defined in MMC 22A.020.160, and as outlined in subsection (2)(4)(e) of this section.

(a) Required yards, parking areas, driveways, access streets, and other accesses and required yards shall not qualify as are not considered to be open space for purposes of this section except as provided in subsection (3)(c);

(b) Fencing and/or landscaping shall separate, while maintaining visual observability of, recreation areas from public streets, adjacent lots, parking areas, and driveways, streets, and other accesses;

(c) Up to five feet of the perimeter landscaping around the active open space area may contribute to the active open space area requirement; provided that the perimeter landscaping:

(i) includes trees, shrubs, and groundcover that feature variation in texture and color, and a succession of blooms; and

(ii) is of the same grade as the overall active open space area.

(d) The active open space areas shall be calculated by drawing a boundary around the area(s) meeting the standards set forth in subsections (1) & (2), and deducting the ineligible areas outlined in subsections (1)(a)&(c) and (2).

~~(2) Open space and recreational facilities shall be owned, operated and maintained in common by the PRD property owners; provided, that by agreement with the city council, open space may be dedicated in fee to the public.~~

~~(3) The open space requirements outlined in subsection (1) of this section may be reduced if substantial and appropriate recreational facilities (such as recreational buildings, swimming pools or tennis courts) are provided. If an open space reduction is proposed, detailed plans showing the proposed recreational facilities must be submitted with the preliminary site plan.~~

~~(2)(4) Active Open space areas excluding critical areas and buffers shall:~~

(a) Be of a grade and surface suitable for recreation;

(b) Be on the site of the proposed development;

(c) Be one continuous parcel if less than 3,000 square feet in size, not to be located in the front yard setback;

(d) Be situated and designed to be observable by the neighborhood residents, be centrally located within the project, and abut a neighborhood street unless determined to be infeasible or undesirable by the director. Fences on individual lots abutting the open space area may be up to six feet tall only if the top two feet are constructed as an open-work fence;

(e) Be accessible and convenient to all residents within the development.

~~(d)~~(f) Have no dimensions less than 30 feet (except trail segments).

~~(e)~~(g) Trail segments shall:

(i) Be a minimum of five feet in width;

(ii) Meet Americans with Disabilities Act (ADA) standards; and

(iii) Be improved with an appropriate all-weather surface (gravel surfacing is not considered an all-weather surface); provided that, an all-weather surface shall not be required where terrain precludes ADA access, or where an alternate surface is determined by the director to be preferable. Where an alternate surface is used, appropriate materials, edging, and compaction shall be provided; and

(iv) Trail segments that are being dedicated to the public, or connecting to a regional or city parks system trail, may be required to be increased in width or construction standard as determined by the parks, culture, and recreation director;

~~(e)~~(f) Include a minimum of one large recreational amenity or two small recreational amenities per one-quarter acre of active recreation space. The calculation of amenities shall be rounded up to the nearest one-quarter acre.

(i) Small recreational amenities include: disc golf; horseshoes, bocce, or similar lawn games; volleyball or similar net sports; commercial-grade benches; picnic tables; tot lot with small playground equipment (soft surface); and similar amenities; provided that, one bench equals one-half small recreational amenity

(ii) Large recreational amenities include commercial-grade multi-purpose, basketball, tennis, pickleball, or similar courts or half-sport courts; baseball, football, soccer, or similar fields; tot lot with large playground equipment (soft surface); gazebos; and similar amenities. A half sport court qualifies as one recreational amenity, and a full sport court qualifies as two recreational amenities.

(iii) A project must provide at least one amenity that promotes physical activity, and cannot provide only benches, picnic tables, or a gazebo.

(iv) When a tot lot is provided, at least one bench must be provided for each tot lot; however, the bench and tot lot shall qualify as separate amenities.

~~(v)(iii)~~ The community development director is specifically authorized to determine what qualifies as a recreational amenity, and whether the recreational amenity should be considered a small or large recreational amenity.

~~(f) Be situated and designed to be observable by the public; and~~

~~(g) Be accessible and convenient to all residents within the development.~~

(g) The community development director is authorized to allow deviations to the standards outlined in subsection ~~(2)(4)~~ of this section when the applicant has clearly demonstrated that the intent of these standards has been met.

(3) Dual use storm water retention/detention and/or recreation facilities shall meet the following design criteria:

(a) The facility shall be designed with emphasis as a recreation area, not a storm water control structure, and shall be designed as usable open recreation area.

(b) Control structures shall not be prominently placed. Care should be taken to blend them into the perimeter of the recreation area.

(c) The number of accesses shall be minimized, and the accesses shall be designed to serve as both an access and an amenity to qualify as open space. The following are examples of access treatments that would qualify as open space:

- (i) Grasscrete or equivalent as determined by the Public Works Director or designee;
- (ii) Decorative pavers; or
- (iii) Concrete or asphalt with a dual use including, but not limited to, sport court, hopscotch, meandering paved trails, etc.

(4) The open space requirements outlined in subsection (1) of this section may be reduced if substantial and appropriate recreational facilities (such as recreational buildings, swimming pools or tennis courts) are provided. If an open space reduction is proposed, detailed plans showing the proposed recreational facilities must be submitted with the preliminary site plan.

(5) Open space and recreational facilities shall be owned, operated and maintained in common by the PRD property owners; provided, that by agreement with the city council, open space may be dedicated in fee to the public.

EXHIBIT D

22C.090.040 Rules for calculating bonus units for open space and recreational areas. ~~Density bonus recreation features.~~

To qualify as bonus units, the recreational area (i.e. acreage or square feet) or amenities listed in this section must be provided in excess of the recreational area or amenities otherwise required ~~in this code~~ for the development.

(1) The applicant must clearly delineate and identify on the site and/or landscape plans which areas or amenities are proposed to satisfy the standard code requirements for the development, and which areas or amenities are proposed in excess of the standard code requirements to earn bonus units.

(a) Area. If additional land area (i.e. acreage or square feet) is provided for open space in excess of the standard code requirements, the applicant shall earn bonus units for the area (i.e. acreage or square feet) provided in excess of the standard code requirements for the project type. Passive and active open space shall be credited at the rates outlined in MMC 22C.090.030(4).

(b) Amenities. If an open space area provides additional amenities in excess of the standard code requirements, the applicant shall earn bonus units for the area or areas where additional amenities are provided. The applicant shall first calculate the amenities that are required for the project type. Additional amenities must be provided as described in section (2) and (3) below.

(2)(1) Active recreation features qualifying for a density bonus shall include:

(a) One or more of the following per half acre of open space:

~~(a) Multipurpose sport court;~~

~~(b) Basketball court;~~

~~(c) Tennis court;~~

(i) Multi-purpose, basketball, tennis, pickleball, or similar courts or half-courts;

(ii) Skateboard facilities;

(iii) Baseball, football, soccer, or similar fields;

~~(d)(iv) Large tot lot with play equipment (soft surface); or~~

~~(e)(v) Any other active recreation use approved by the director.~~

(b) Two or more of the following per half acre of open space:

(i) Disc golf, golf, or mini golf course;

(ii) Horseshoes, bocce, or similar lawn games;

- (iii) Volleyball or similar net sports;
- (iv) Small tot lot with play equipment (soft surface); or
- (v) Any other active recreation use approved by the director.

~~(3)~~(2) Passive recreation qualifying for a density bonus shall include one or more of the following per half acre of open space:

- (a) Open play areas when active amenities are not provided;
- (b) Pedestrian or bicycle paths;
- (c) Picnic areas with tables and benches;
- (d) Gazebos, benches and other resident gathering areas;
- (e) Community gardens or areas with enhanced landscaping;
- (f) Nature interpretive areas;
- (g) Waterfalls, fountains, or other water features streams; or
- (h) Any other passive recreation use approved by the director.

~~(4)~~(3) Design in ponds as Dual use storm water retention/detention and/or recreation facilities shall meet the following design criteria.

- (a) The facility shall be designed with emphasis as a recreation area, not a storm water control structure, and ~~The majority of the storm water retention/detention tract shall be designed as usable open recreation area.~~
- (b) Control structures shall not be prominently placed. Care should be taken to blend them into the perimeter of the recreation area.
- (c) The number of accesses shall be minimized, and the accesses ~~should~~ shall be ~~paved or~~ designed to serve as both an access and an amenity to qualify as open space. ~~For example, an access could be painted to allow for hopscotch or other recreational activities. The following are examples of access treatments that would qualify as open space:~~
 - (i) Grasscrete or equivalent;
 - (ii) Decorative pavers; or
 - (iii) Concrete or asphalt with a dual use including, but not limited to, sport court, hopscotch, meandering paved trails, etc.

~~(d) Ponds used as recreation areas shall have a curvilinear design with a shallow water safety bench.~~

EXHIBIT E

22C.090.060 Review process.

(1) All RDI proposals shall be reviewed concurrently with the underlying land use project ~~a primary proposal to consider the proposed site plan and methods used to earn extra density~~ as follows:

(a) For the purpose of this section, ~~a primary proposal~~ the underlying land use project is defined as a proposed ~~rezone~~, subdivision or short subdivision, binding site plan, ~~or site plan, or conditional use permit~~ review;

(b) When the underlying land use project ~~primary proposal~~ requires a public hearing, ~~the public hearing on the primary proposal shall serve as the hearing on the RDI proposal, and the reviewing authority~~ the hearing examiner shall consider and make a consolidated decision on the proposed project development and use of RDI;

(c) When the underlying land use project ~~primary proposal~~ does not require a public hearing ~~under this title~~, the community development director shall ~~administratively consider and~~ make a consolidated decision on the proposed project development and use of RDI; ~~and~~

(d) The community development director may approve revisions to the RDI proposal approved under subsections (b)&(c) above, as necessary, consistent with MMC 22G.010.260.

~~(d)(e)~~ (e) The notice for the underlying land use project shall include a description of the proposed RDI public benefit(s), the project's proposal also shall include the development's proposed density, and the number of bonus units to be earned and a general description of the public benefits offered to earn extra density.

(2) RDI applications that propose to earn bonus units by dedicating real property or public facilities shall include a letter from the applicable receiving agency certifying that the proposed dedication qualifies for the density incentive and will be accepted by the agency or other qualifying organization. The city of Marysville shall also approve all proposals prior to granting density incentives to the project. The proposal must meet the intent of the RDI chapter and be consistent with the city of Marysville comprehensive plan.

(3) The following are required for RDI applications that propose to earn bonus units using green building techniques:

(a) At the time of preliminary land use (subdivision, short subdivision, binding site plan or site plan) application, the applicant shall:

(i) Identify the green building program being used, and the name of the third-party reviewer, if applicable;

(ii) Identify the lots that will use the green building techniques; and

(iii) Provide a completed draft green building program (e.g., Built Green) checklist identifying the green building techniques to be used.

(b) At the time of building permit application, the applicant shall:

(i) Check the "green building" box on the combined building permit application;

(ii) Provide the name of the green building program being used, and the name of the third-party reviewer, if applicable; and

(iii) Provide a completed green building program checklist identifying the green building techniques to be used with each house model.

(c) Within 120 days of final building inspections being granted, or a certificate of occupancy being issued, the applicant shall provide the city with a copy of the green building certification.

PC Recommendation – Planned Residential Development Open Space and Residential Density Incentive Amendments

The Planning Commission of the City of Marysville, having held a public hearing on January 10, 2023, in review of amendments to the Marysville Municipal Code (MMC) pertaining to: the addition of new definitions for "Open space, active" and "Open space, passive" to MMC 22A.020.160 "O" definitions; amendment of MMC 22G.080.100, *Open spaces*, of Chapter 22G.080 MMC, *Planned Residential Developments*; and amendment of MMC 22C.090.040, *Density bonus recreation features*, and 22C.090.060, *Review process*, of Chapter 22C.090 MMC, *Residential Density Incentives*, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

FINDINGS:

1. The Planning Commission held public work sessions in review of the amendments to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, on December 13, 2022.
2. The proposed amendments to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, is exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. Community Development Staff submitted the DRAFT amendments relating to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, to the State of Washington Department of Commerce (DOC) for expedited review pursuant to RCW 36.70A.106(3)(b).
4. The Community Development Department received a letter from the DOC acknowledging receipt of the DRAFT amendments related to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, on January 11, 2023 and processed with Submittal ID 2023-S-4707. No comments were received from State Agencies.
5. The Planning Commission was provided public comments received throughout the review process and took into consideration testimony received from staff and the public at the duly advertised public hearing held on January 10, 2023.

CONCLUSION:

At the public hearing, the Planning Commission recommended adopting the proposed amendments to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*.

RECOMMENDATION:

Forwarded to City Council as a recommendation to adopt the proposed amendments to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, by the Marysville Planning Commission this 10th day of January 2023.

By: _____
Steve Leifer, Planning Commission Chair

**Meeting Minutes
December 13, 2022**

CALL TO ORDER / ROLL CALL

Chair Leifer called the December 13, 2022 Planning Commission meeting to order at 6:30 p.m.

Present: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Jerry Andes

Absent: Commissioner Roger Hoen, Commissioner Kristen Michal

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer

APPROVAL OF MINUTES (November 29, 2022)

This item was continued to the next meeting due to lack of a quorum.

AUDIENCE PARTICIPATION (for topics not on the agenda)

Councilmember Kelly Richards expressed appreciation to the Planning Commission for all they do and wished them Merry Christmas and Happy Holidays.

Paul Galovin expressed concern about the housing issue going on in Marysville. He stated he has a relative looking for Section 8 housing, and the waiting period is from 18 months to 2 1/2 years in Marysville. This has resulted in him deciding to look elsewhere. He stated that Marysville needs options for first time home buyers and low income residents. He suggested looking at high capacity living and mixed use options such as multifamily units with childcare on the bottom near transit. Environments like this exist in places like Renton and Bellevue. He explained he has a lot of work experience in this area and is willing to share his thoughts. Chair Leifer asked for his opinion about this type of development on a high intensity traffic corridor compared to a concern about walkability. Mr. Galovin acknowledged this can be an issue. He recommended creating pathways in high traffic areas. Mixed use up against a large park or a large fixed land area (such as Twin Lakes or a soccer field) is ideal to escape the high traffic areas. If

there is no such adjacent area the pathways need to be larger, and the driving areas need to have guided on and off routes with raised curbs.

OLD BUSINESS

- **Community Business - Lakewood potential map amendments**

Director Miller explained that staff has been getting a lot of inquiries about doing multifamily-only developments in the Community Business (CB) zone in this area which does not appear to be consistent with the original vision for the area. She reviewed the existing zoning and some background on the area. She explained that most of the area south of 156th Street NE is tribally owned. Staff is proposing leaving those as is.

Chair Leifer wondered if the Tribes might be open to joint consideration of a zone in that area. He thought there should be some dialogue around this to see what their position is on this area. Since this is a strategic location, it should be utilized to its highest and best use. Director Miller stated that staff could initiate some dialogue with tribal planners, but she thinks that this would likely be a separate issue at this point.

Staff is recommending that the Planning Commission consider three proposed land use scenarios provided by staff for the Community Business (CB) zoned properties:

1. Rezone less than 10 acres of property from CB to R-12 (multi-family, low density) north of the future 19th Avenue NE and west of 30th Avenue NE while retaining CB zoning in all other areas.
2. Rezone less than 10 acres of property from CB to Mixed Use (MU) north of the future 19th Avenue NE and west of 30th Avenue NE while retaining CB zoning in all other areas.
3. Allow the ability for a developer's agreement to be established to Master Plan the area north of 156th Street NE and west of 30th Avenue NE.

Discussion:

Vice Chair Whitaker asked if anyone has expressed interest in the developer agreement option. Director Miller replied that they have not, but staff hasn't reached out to anyone about this. She noted it would allow more flexibility than the CB zone; she thought applicants would be amenable to it.

Chair Leifer asked how broad the type of use allowed would be with a developer agreement. Director Miller thought it would need to stay with multifamily within the desired density or the commercial uses allowed in the CB zone. Chair Leifer thought this would make sense. He commented on the effort to try to keep the residential uses down in this area and pointed to the need for more residential in the city as discussed earlier by Mr. Galovin. He wonders why the Council is having a hard time with high density residential above the CB. He thinks the businesses would be frequented by and benefit from having more residents living above them. Director Miller thought the interim regulations by Council were just to set a cap while they find a strategic way to change

the zone. She noted that the concern is that the buildings would be constructed with as little commercial as possible and with maximum residential. If there was full commercial buildout she didn't think it would be a concern. Chair Leifer noted that the more activity there is above the first floor the easier it will be for the developer to put the project together and bear the brunt of potentially having empty retail space on the bottom floor.

Commissioner Andes thought it made more sense to require CB to R-12 if they want to avoid all apartments. He liked the idea of the developer agreement, but wondered why they wouldn't want to do the same thing to the east of that.

Vice Chair Whitaker thought that retaining the commercial element is important, but allowing residential above it can help validate the commercial. He referred to Mr. Galovin's comments about successful multi-use development being backed up by green space. He noted that just north of this area is Twin Lakes Park. With the interchange coming over from 156th, he imagines bus lines will be coming over in the future.

There appeared to be agreement not to limit the density of multifamily above commercial in that area. Chair Leifer remarked that with proximity to the freeway, traffic would not be a concern. Vice Chair Whitaker commented that a developer agreement would likely have a height limit so there would be a ceiling to the amount of residential. Director Miller indicated staff could bring some of those specifics back to vet out at the next meeting.

Director Miller summarized the discussion: The developer agreement for a master plan may be an option to explore further. Staff will contact the Tribes to see if there is a global approach they can take to the area. If that doesn't work out, staff would highly recommend just leaving that zoning CB. For the developer agreement, right now it would be west of 30th Avenue NE. There was one suggestion to extend it to the other parcel. This could be possible if it was stated that commercial needs to be along the first floor along all the arterials or something similar. Staff recommends making a decision soon because the moratorium was extended in November. Staff will come back with a more fine-tuned option related to a developer agreement in January.

Paul Galovin expressed appreciation for the discussion and agreed that Twin Lakes is a great opportunity to harness from the developer options there. He thanked the Planning Commission for their dedication to the City and the work they are doing.

NEW BUSINESS

- **Residential Density Incentive and Planned Residential Development open space amendments**

Principal Planner Gemmer discussed proposed amendments to the Residential Density Incentive code and the Planned Residential Development code. The proposed amendments are intended to make the code more understandable to the internal review staff and to the developers so there is more consistency and predictability.

Chapter 22A, Definitions:

- New definitions for 'open space, active' and 'open space, passive'

Chapter 22C.090, Residential Density Incentives:

- Clarification that either surplus square footage/acreage or surplus amenities would both be eligible to qualify for residential density incentives.
- An expectation that the applicant must delineate which areas or amenities are proposed to satisfy the standard code requirements and which are proposed to earn bonus units.
- Clarification about what recreational amenities may be proposed to earn bonus units, and what amenities passive recreation areas must feature.
- The expectations for dual use recreation and storm water retention/detention areas including that accesses into the tract must serve as both an access and amenity to contribute to earning bonus units. Obsolete language will also be omitted.

MMC Section 22C.090.060, Review process:

- Vague language such as 'primary proposal' and 'reviewing authority' will be changed to specific language such as 'underlying land use project' and either 'hearing examiner' or 'community development director'.
- The direction provided will be amended to be more concise, and to indicate that the RDI may be administratively approved after the land use decision is issued.

Chapter 22G.080, Planned Residential Developments, MMC Section 22G.080.100, Open Spaces:

- Clarify that the same net project area used for determining density for the overall project must be used for determining the required open space.
- How the open space area should be calculated, and allowing for accesses into dual use recreation and storm water retention/detention areas to contribute towards open space if the access serves as both an access and amenity.
- Which part of the perimeter landscaping can contribute to be required open space.
- Where the open space should be located.
- That an exception should be allowed to the all-weather surface requirements for pathways that are unable to comply with Americans with Disabilities Act (ADA) requirements due to topography constraints.
- What qualifies as small and large recreational amenities, how the amenities should be calculated, that at least one active amenity is needed, that tot lots require soft surfacing and a bench, etc.
- Expectations for dual use recreation and storm water retention/detention areas including that: accesses into the tract must serve as both an access and amenity to contribute to required open space

Ms. Gemmer explained that staff would like to schedule a hearing for January 10.

Chair Leifer had the following questions:

- He asked about calculation of open spaces relative to accesses and asked if it is any access or just access to the tract. Ms. Gemmer explained the only accesses that could potentially be credited toward the open space area would be the access into the open space area. The access cannot be counted anywhere that traffic is planned.
- Residential Density Incentive Code Amendments, item 2, under B - Why are items listed a through e crossed out? Ms. Gemmer explained they were reorganized and show up again in the new item B.
- Credits or bonus units for green building - How is the additional bonus calculated based on green units? Ms. Gemmer explained there is a table for all the bonus incentives with different green building standards. There is a checklist the applicant fills out to show they have met different levels of Built Green or LEED. The building staff reviews this and credits the appropriate amount of bonus units.

Vice Chair Whitaker asked if the goal is to eventually move away from retention ponds in favor of underground methods. Ms. Gemmer confirmed that the recent trend has been to use vaults with some sort of open space like a tot park on top.

The Planning Commission was unanimously in approval of moving toward a public hearing.

Motion to move the Residential Density Incentive and Planned Residential Development open space amendments to a public hearing moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

AYES: ALL

Vice Chair Whitaker noted that the city sign at the entrance of their retention pond area in his neighborhood had been tagged. He reached out to the City to see what can be used to clean it but has not gotten a response. Staff indicated they would follow up. He had also noted that someone had dropped off a treadmill in the area, but someone else has picked it up.

Chair Leifer asked about commissioner interviews. Director Miller explained they have conducted three out of ten interviews. She was impressed with all three candidates, but they have seven more to go. She is optimistic they will get two good commissioners to join the group.

Director Miller wished everyone happy holidays and noted they have a very full year coming up. She expressed appreciation to the Planning Commission for all they do and the time they put in, especially as volunteers.

Chair Leifer wished everyone Merry Christmas and stated it is great to work with the group.

ADJOURNMENT

Motion to adjourn the meeting at 7:50 p.m. moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

AYES: ALL

The meeting was adjourned at 7:50 p.m.

Angela Gemmer for
Laurie Hugdahl, Recording Secretary

NEXT MEETING – January 10, 2023

Planning
Commission



501 Delta
Marysville, WA 98270

**Meeting Minutes
January 10, 2023**

CALL TO ORDER / ROLL CALL

Chair Leifer called the meeting to order at 6:30 p.m. and welcomed the two new commissioners, Shanon Jordan and Zebo Zhu. The new commissioners introduced themselves.

ROLL CALL

Present: Chair Steve Leifer, Commissioner Roger Hoen, Commissioner Jerry Andes, Commissioner Brandon Whitaker, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer

APPROVAL OF MINUTES

Motion to approve the December 13, 2022 Planning Commission meeting minutes moved by Commissioner Jerry Andes seconded by Commissioner Brandon Whitaker.

VOTE: Motion carried 3 - 0

AYES: Chair Steve Leifer, Commissioner Jerry Andes, Commissioner Brandon Whitaker

ABSTAIN: Commissioner Roger Hoen, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

It was noted that the November 29 minutes still needed to be approved because there was not a quorum at the December 13 meeting. Principal Planner Gemmer stated she would include those on the next agenda.

AUDIENCE PARTICIPATION

None

PUBLIC HEARINGS

Hearing 1 - Residential Density Incentive and Planned Residential Development open space amendments

Principal Planner Gemmer reviewed this item regarding proposed amendments to the Residential Density Incentive code and the Planned Residential Development Open Space code. The amendments were generated by staff in response to feedback received from the building community and from new planning staff.

Commissioner Michal asked if the exemption for pieces that are unable to comply with ADU due to topographical constraints would present any future liability issues. Principal Planner Gemmer did not think so, but indicated she would confirm that with the City Attorney.

Commissioner Whitaker asked about Planned Residential Development code amendment number 5, which talks about a situation where the open space may be dedicated in fee to the public. Principal Planner Gemmer explained that this refers to a situation where the open space is transferred to the City to own and maintain.

Commissioner Zhu asked about the definition of small recreational amenities. He wondered why volleyball was on the small amenity list, but basketball was on the large amenity list. Ms. Gemmer explained it was somewhat subjective and based on how much improvement is being made. She noted that ultimately the Director would have the authority to determine what constitutes a small or a large amenity.

Commissioner Hoen commented he has suggested the dual use of water retention and sports multiple times in the past and was told it wasn't possible. He asked what has changed. Ms. Gemmer recalled the discussions and noted that retrofitting existing storm water detention facilities would be cost prohibitive and require a lot of engineering. However, for new developments, if developers are unable to provide infiltration they often opt to put in a vault with a park on top to maximize space.

The public hearing was opened at 6:53 p.m. Comments were solicited. There were none. The hearing was closed at 6:53 p.m.

Motion to forward the Residential Density Incentive and Planned Residential Development open space amendments to Council with a recommendation for approval moved by Commissioner Brandon Whitaker seconded by Commissioner Kristen Michal.

AYES: ALL

Hearing 2 - Public notice requirements for land use applications

Principal Planner Gemmer reviewed this item. The main change would be to eliminate the requirement to post at the library, city hall, and post office) and eliminate posting on Channel 21. Instead, there will be a requirement to post on the City's website, in the newspaper, with direct mailings or on Pending Land Use Action signs on the project site. Director Miller and other staff have been working on other ways to notice such as

QR codes on signs. Additionally, there have been some organization and cleanup amendments.

Commissioner Zhu asked why bed and breakfasts were called out specifically. Ms. Gemmer was not sure, but thought it was because they were so uncommon. Commissioner Zhu asked if they actually measure the 300 feet. Ms. Gemmer explained that GIS is used. She explained how software is used to determine properties within 300 feet of the property for notices.

Chair Leifer suggested public notices should be easy to find right from the City's home page. Director Miller agreed.

Commissioner Jordan suggested having the website address listed in addition to the QR code on notice signs.

Commissioner Zhu asked about posting in high traffic areas like grocery stores. Director Miller explained they prefer to encourage people to come to city hall or go online. If there is a project in someone's vicinity, they will receive notifications. There is also signage on sites.

Chair Leifer opened the public hearing at 7:13 p.m. and solicited public comments. Seeing none the hearing was closed at 7:14 p.m.

Motion to forward the Public Notice requirements for land use applications to Council with a recommendation for approval moved by Commissioner Kristen Michal seconded by Commissioner Jerry Andes.

AYES: ALL

OLD BUSINESS

Community Business - Lakewood potential map amendments

Director Miller reviewed this topic. Staff recommends that the Community Business zone density be modified citywide to allow for a base density of 12 units per gross acre with the ability to increase density up to 18 units per acre by utilizing Residential Density Incentives (RDI). Staff believes that this provides a moderate amount of density while maintaining the original intent of the CB zone which is to be primarily commercial in nature. Staff further recommends that Option 4 (Exhibit 6) also be considered for approval to allow an applicant to pursue a horizontal mixed use development within the Community Business zone in Lakewood Neighborhood Planning Area 1. Staff recommends that the Planning Commission schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6.

Chair Leifer asked about the limits of the developer agreement. Ms. Gemmer explained that it would only apply to the CB zone in the Lakewood neighborhood planning area. The intent would be to afford additional flexibility if a developer wanted to propose a master plan. It would potentially enable the applicant to shift from vertical mixed use to horizontal mixed use. Everything else about the zone remains the same. There would still need to be a commercial component but there is more flexibility in how it could be executed. Chair Leifer asked why they wouldn't go all the way to the railroad tracks. He thinks that block should all be the same with plenty of commercial. Ms. Gemmer explained that the piece referred to by Chair Leifer is scheduled to be rezoned from CB to R-12 with a pending land use action. Director Miller explained she thinks the proposal is a good option because it holds the line on the existing zoning with the opportunity of doing horizontal mixed use. Chair Leifer thinks it is a mistake to limit what can go on above commercial to 18 units. He thinks this is necessary to offset the cost of commercial. Director Miller explained that this can be re-examined in the future, but at this point they just need to make a policy decision.

Commissioner Zhu asked why they wanted to limit residential in that area. Director Miller explained some of the history and staff's reasoning for this.

Commissioner Michal asked if limiting density in this area might encourage more development in the downtown area. Director Miller agreed that this is another reason for limiting density; the City wants the highest densities downtown.

Commissioner Whitaker asked about the reasoning for allowing the possibility of horizontal mixed use rather than limiting it to just vertical mixed use. Director Miller explained it had to do with the site topography, the unique location with respect to I-5, and the fact that the interchange will go through this property. It was also an effort to offer flexibility as requested previously by the Planning Commission.

Commissioner Whitaker commented that the City wants to protect single family and also concentrate development along corridors. He thinks that having a high residential component here is an opportunity to do that. Director Miller agreed that vertical mixed use would be the number one goal, but horizontal would also be an option.

Commissioner Whitaker asked for clarification that the change to the CB zone would be citywide. Director Miller confirmed this.

Commissioner Jordan also spoke in favor of not limiting the residential in order to maximize the amount of housing in that section, especially for this one piece. Director Miller commented that the zone is meant to be commercial. It doesn't do any favors to the other areas of the city where they want high density to happen to allow high densities here. She recommended that staff bring it forward to a public hearing and allow the Planning Commission to make a recommendation. She noted that staff would remain firm in their recommendation.

Commissioner Whitaker wondered how impactful unlimited height in the CB zone would be for downtown. He noted that downtown is already built and asked if there has been a lot of interest in building up in downtown. Director Miller replied that staff is hopeful that downtown will build up as high as possible. Ms. Gemmer explained there is a lot more flexibility with height in the downtown area than the CB zone. She noted that there are only two properties in the CB zone that realistically would lend themselves to potentially having multifamily. One would be the triangle piece under discussion and the other would be at the intersection of 84th Street and Highway 9. Most of the other CB pieces have existing commercial uses.

Chair Leifer suggested allowing market forces to work rather than trying to force development. He wanted to make it clear to the Council that at least two commissioners strongly felt that the density above commercial should be unlimited the CB zone. Director Miller indicated that more comments could be recorded at the public hearing.

Motion to schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6 moved by Commissioner Kristen Michal seconded by Commissioner Brandon Whitaker.

AYES: ALL

Sign Code Amendments

Director Miller reviewed the proposed amendments and challenges associated with regulating signs.

Commissioner Hoen asked who polices this. Director Miller explained it would be enforced by city staff – a combination of Community Development, Public Works, and Code Enforcement. Code Enforcement and Public Works do the on-ground plucking of signs because they have the vehicles, flashing lights, and uniforms. The planners typically do the indoor work – the education, the writing, the phone calls. Planning has oversight over the sign code, but Code Enforcement pulls the signs and interacts with the public, if necessary, in the process. Commissioner Hoen expressed concern that some of the most obnoxious signs are the property owner signs which will still be allowed. Director Miller agreed but noted that the idea is to limit the sheer number of signs throughout the city, not to limit freedom of speech. Commissioner Hoen expressed concern that no one would follow the rules once they get close to election time. Director Miller replied that there would be a big push for education, especially with political candidates. Staff will be talking with every single candidate about the regulations ahead of time. She believes this will improve over time.

Motion to schedule a public hearing for Sign Code Amendments moved by Commissioner Jerry Andes seconded by Commissioner Shanon Jordan.

AYES: ALL

CITY COUNCIL AGENDA ITEMS and MINUTES

ADJOURNMENT

The meeting was adjourned at 8:29 p.m.

Angela Gemmer for

Laurie Hugdahl, Recording Secretary

NEXT MEETING – January 24, 2023



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Planning Manager Chris Holland, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** to adopt Planning Commission’s recommendation related to code amendments proposed for MMC Chapter 22C.160, Signs, and MMC Chapter 22A.020, Definitions

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY:

This agenda item has been amended to include:

- Temporary Sign Guidelines, for an easy reference to proposed amendments to the Temporary Sign Code Amendment; and
- A second ordinance, which includes language stating the City may require the person, organization, or business placing the temporary sign to provide proof of the abutting landowner's permission.

The city has experienced an increase in temporary signs, particularly in the right-of-way. The proliferation of these signs compromises the City's goal of preserving aesthetic value and also can distract drivers, particularly when masses of signs appear in one location. Temporary signs do not require a permit unlike permanent signs. Some additional minor amendments to the sign code, as described below, are also proposed. The draft changes in the Attached Ordinance would:

- limit the duration for signs directed at a specific event,
- require the permission of the abutting property owner to place a temporary sign,
- prohibit off-premises general business signs,
- reestablish a freestanding sign height for the Downtown Commercial (DTC) zone,
- modify the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and
- provide further clarification on which zones do not allow pole or pylon signs.

The Marysville Planning Commission held a duly advertised public hearing on January 24, 2023, and recommended that the City Council adopt the proposed amendments (see Attachments 2 and 3).

ATTACHMENTS:

[01-Temporary Sign Guidelines.pdf](#)

[02-PC DRAFT Minutes-012423.docx.pdf](#)

[03-PC Recommendation-Temporary Signs-CA22001.pdf](#)

[04-Ordinance1-FINAL-Sign Code Amendment-CA22001.pdf](#)

[05-Ordinance2-FINAL-Sign Code Amendments-CA22001.pdf](#)

TEMPORARY USE SIGNS - CODE AMENDMENT GUIDELINES

General Requirements	Right-of-Way	Residential	Non-Residential	Exceptions
Permit Required	No	No	No	If located on city property, a special event permit, temporary sign permit or other permission from the city is required . They city may allow other signs in the ROW subject to approval of a right-of-way use permit.
Can the sign be placed in a parking space, driveway or sight-distance triangle?	No	No	No	
Can the sign project over public streets, sidewalks or pedestrian or bike paths?	No	No	No	A government agency can place temoary signs for public saftey purposes.
Can the sign be placed in a traffic circle, roundabout, median or stormwater facility?	No	No	No	
General Advertising Sign	Yes	Yes	Yes	Only allowed on the premises where the business, commodity, or activy being advertised is sold, offered, or conducted.
If located within the right-of-way, is permission of abutting property owner required?	Yes	-	-	
When are tempoary signs required to be removed?				Promptly removed after the event by person who placed the sign. The city may remove a temporary sign in the ROW 10-days after the conclusion of the event.
Temporary Freestanding Signs	Right-of-Way	Residential	Non-Residential	Exceptions
Are they allowed?	Yes	Yes	Yes	
Size	6 SF	6 SF	6 SF	The size of a tempoary sign in residential and non-residential zones may be increased upon obtaining a temporary sign permit. In no case shall the temporary sign exceed 32 SF.
Height	5'	5'	5'	
Temporary Surface-mounted Signs	Right-of-Way	Residential	Non-Residential	Exceptions
Are they allowed?	No	No	Yes	
Size	-	-	32 SF	
Temporary Window Signs	Right-of-Way	Residential	Non-Residential	Exceptions
Are they allowed?	No	No	Yes	
Size	-	-	25% of window area	
Temporary signs on 2+ acre properties	Right-of-Way	Residential	Non-Residential	Exceptions
Are they allowed?	N/A	Yes	Yes	
Size	-	32 SF	32 SF	
Height	-	8'	8'	

Meeting Minutes
January 24, 2023

ROLL CALL

Chair Leifer called the meeting to order at 6:30 p.m. noting the excused absence of Commissioner Kristen Michal. He noted there was nobody in the audience.

Present:

Commission: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Shanon Jordan, Commissioner Jerry Andes, Commissioner Zebo Zhu, Commissioner Roger Hoen

Staff: Planning Manager Chris Holland, Principal Planner Angela Gemmer

Excused: Commissioner Kristen Michal

APPROVAL OF MINUTES (November 29, 2022 and January 10, 2023)

Commissioner Hoen referred to his comments under the discussion about the sign code. He said he had asked who was going to enforce the sign code, and Director Miller had responded with a detailed explanation. This should be included in that paragraph.

Motion to approve the minutes of the January 10, 2023 meetings with the correction as noted above moved by Commissioner Jerry Andes seconded by Vice Chair Brandon Whitaker.

AYES: ALL

Motion to approve the minutes of the November 29, 2022 meeting as presented moved by Commissioner Jerry Andes seconded by Vice Chair Brandon Whitaker.

AYES: ALL

AUDIENCE PARTICIPATION (for topics not on the agenda)

None

ANNUAL ELECTION OF PC CHAIRMAN AND VICE CHAIRMAN

- Pursuant to MMC Section 22G.050.040, “The Planning Commission shall annually elect a chairman from among its members.”

Commissioner Hoen nominated Steve Leifer for Chair. **Steve Leifer was unanimously re-elected as Chair.**

Commissioner Andes nominated Brandon Whitaker. **Brandon Whitaker was unanimously re-elected as Vice Chair.**

PUBLIC HEARINGS

Hearing 1 Sign code amendments

Planning Manager Holland introduced this item which was previously reviewed by the Planning Commission and noted there had been no public comments. He reviewed the draft changes in Exhibit 1 which would:

- limit the duration for signs directed at a specific event,
- require the permission of the abutting property owner to place a temporary sign,
- prohibit off-premises general business signs,
- reestablish a freestanding sign height for the Historic Downtown Commercial (HDC) zone (formerly Downtown Commercial zone),
- modify the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and
- provide further clarification on which zones do not allow pole or pylon sign

Commissioner Hoen asked what the City can do with the signs they take down. Planning Manager Holland explained they collect them and let people know they can come get them. Education is the first approach, but if it continues there is the ability to cite the responsible party.

Chair Leifer asked if the idea of approval by the abutting property owner has anything to do with impaired sight distance. Planning Manager Holland explained that it does not; that would already be illegal if it was in a sight distance triangle. It just allows the City to remove them if they don't have permission to be there or if there is a property owner that complains.

Vice Chair Whitaker referred to the requirement to get permission of the abutting property owners and asked if completion of that is understood to be via the honor system. Planning Manager Holland replied that any sign enforcement is based on any complaints they receive except in places where they habitually pop up.

Chair Leifer asked if there are special exceptions for election time. Planning Manager Holland indicated those are included in the code.

Commissioner Hoen asked about the big banner flags like by the car wash. Planning Manager Holland explained those would not be allowed.

Commissioner Zhu asked if there is a fee associated with temporary sign permits. Planning Manager Holland replied that there is not at this time, but it will be re-evaluated in the future.

Chair Leifer referred to the 30 square foot limit and asked how strict they would be. He noted that piece of plywood is 32 square feet. Planning Manager Holland stated that staff did not have a problem with changing it to 32 square feet in the relevant sections if desired by the Planning Commission.

Commissioner Andes asked about the area generally between 104th and past 136th where the railroad goes under the freeway which has a lot of signs during election times. Planning Manager Holland acknowledged that in that area the abutting property owner is the right of way itself, and the property behind that is another road. There would be no abutting property owner for a large section of State Avenue. He stated he would reach out to the City Attorney to get his thoughts on this area.

Commissioner Zhu asked about the tall freeway signs. Planning Manager Holland explained that there are no provisions to get rid of existing ones, but they are being phased out. If there are no structural changes, they can keep them forever.

The public hearing was opened at 7:06 p.m. Seeing no one present from the public, the hearing was closed at 7:07 p.m.

Motion to forward to City Council a recommendation of APPROVAL of the NON-PROJECT action known as proposing amendments to Section 22A.020.080 "G" definitions, 22A.020.210 "T" definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs with the change recommended by Chair Leifer to change the sign size from 30 square feet to 32 square feet moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

AYES: ALL

NEW BUSINESS

Downtown Commercial Zone – Reestablish Standards

Principal Planner Gemmer reviewed this item which would reestablish the Downtown Commercial zoning code standards. She explained that with the Downtown Master Plan update in 2021, the standards had inadvertently been removed from code. The Washington Trucking piece, south of Ebey slough, doesn't have any zoning standards to accompany the zone. There is now a Downtown Core zone (DC). The proposal would

be to reintroduce the Downtown Commercial zoning code standards as Historic Downtown Commercial to be sure it is clear in all the zoning standards and the map that they are different zones. She added that there are some obsolete references in code to the Business Park zone which need to be removed from the zoning maps. There was also a parking deviation standard in the Mixed Use zone that was inadvertently removed as well. There is some land within the Downtown Planning Area 1 that is zoned Mixed Use that could benefit from reinstatement of that standard.

Commissioner Andes asked where the Historic Downtown zone located. Principal Planner Gemmer explained that it is just a name and can be called something else, but it distinguishes that piece from the downtown core. Commissioner Andes thought it was strange that it was called historic when there is nothing historic left there. Ms. Gemmer suggested other names: "Commercial Downtown", "Old Downtown Commercial" or "Downtown Commercial" (DTC). There appeared to be interest in "Downtown Commercial".

Commissioner Hoen recalled that there had been a defined purpose for that DTC stretch by 529. Ms. Gemmer explained a lot of the land is flood plain or critical areas. The only portion that is buildable is a portion of the property that a prior property owner had elevated outside the flood plain. The exhibit showing the property only shows a portion with the Downtown Commercial zone; the rest is denoted as Open because it is in flood plain and not usable. About four years ago when it was rezoned to Downtown Commercial from Industrial zoning because there was a desire to have a nicer entrance to the community from the 529 interchange.

Chair Leifer asked what reestablishing the administrative parking deviation in the Mixed Use zones would allow. Ms. Gemmer explained it would allow some flexibility for properties in the Downtown Planning Area neighborhood from Grove to 76th to reduce parking requirements below the baseline parking expectation for similar uses.

There was discussion about potentially rescheduling the February 14 (Valentine's Day) meeting to February 21 or potentially another date. Staff will coordinate a date with commissioners.

Motion to establish a public hearing for the next Planning Commission meeting (date TBD) to consider the proposed amendments to the Downtown Commercial Zone – Reestablish Standards moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

AYES: ALL

ADJOURNMENT

Commissioner Whitaker asked about the status of the improvements on 2nd Street. He noted that it seems to be taking a long time. Planning Manager Holland explained there have been a lot of supply problems.

Commissioner Zhu asked if the Zoom link is publicly available. Principal Planner Gemmer explained that it is on the website, but Director Miller will be working on a communications program to improve public engagement.

At the request of the Planning Commission, Planning Manager Holland gave a brief overview of development activity around the city.

Motion to adjourn at 7:41 p.m. moved by Commissioner Roger Hoen seconded by Commissioner Jerry Andes.

AYES: ALL

Laurie Hugdahl, Recording Secretary

NEXT MEETING – TBD



MARYSVILLE
COMMUNITY
DEVELOPMENT

PC Recommendation – Sign Code

The Planning Commission (PC) of the City of Marysville, held a public hearing on January 24, 2023 in review of NON-PROJECT action amendments of the Marysville Municipal Code (MMC), proposing amendments to Sections 22A.020.080 "G" definitions, 22A.020.210 "T" definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs.

Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

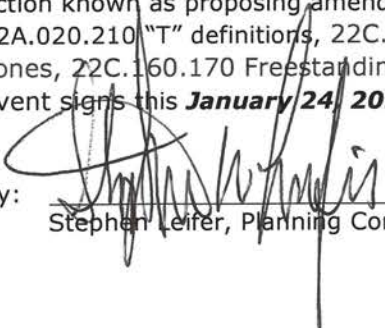
1. The Community Development Department held one public meeting/work session to introduce the NON-PROJECT action related to the Sign Code on January 10, 2023.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on January 19, 2023, in accordance with RCW 36.70A.106.
4. The PC held a duly-advertised public hearing on January 24, 2023 and received testimony from city staff and the public.
5. At the public hearing, the PC reviewed and considered the modifications to the Sign Code.

CONCLUSION:

At the public hearing, held on January 24, 2023, the PC recommended **APPROVING** the modifications to the sections of the Marysville Municipal Code pertaining to the Sign Code.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as proposing amendments to Section 22A.020.080 "G" definitions, 22A.020.210 "T" definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs this **January 24, 2023**.

By: 
Stephen Leifer, Planning Commission Chair

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE MARYSVILLE MUNICIPAL CODE RELATING TO THE SIGN CODE, INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 22A.020.080, 22A.020.210, 22C.160.080, 22C.160.150, 22C.160.170 and 22C.160.260.

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

WHEREAS, the City has experienced an increase in temporary signs, particularly in the right-of-way. The proliferation of these signs compromises the City's goal of preserving aesthetic value and also can distract drivers, particularly when masses of signs appear in one location; and

WHEREAS, temporary signs do not require a permit unlike permanent signs; and

WHEREAS, reestablishing a freestanding sign height for the Downtown Commercial (DTC) zone (formerly Downtown Commercial zone) and modifying the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and providing further clarification on which zones do not allow pole or pylon signs will make sign regulations more consistent throughout the city; and

WHEREAS, on January 24, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the Proposed Amendments; and

WHEREAS, during the public meeting on February 13, 2023 the City Council discussed potential amendments related to the Sign Code in MMC 22C.060 and Definitions in MMC 22A.020 and recommended approval of said changes; and

WHEREAS, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on January 19, 2023 (Material ID 2023-S-4725) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under RCW 43.21C.450(1).

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

Section 1. Amendment of Municipal Code Section 22A.020.080. MMC Section 22A.020.080, entitled "G" definitions, is hereby amended as set forth in **Exhibit A**.

Section 2. Amendment of Municipal Code Section 22A.020.210. MMC Section 22A.020.210, entitled "T" Definitions, is hereby amended as set forth in **Exhibit B**.

Section 3. Amendment of Municipal Code Section 22C.160.080. MMC Section 22C.160.080, entitled Exemptions, is hereby amended as set forth in **Exhibit C**.

Section 4. Amendment of Municipal Code Section 22C.160.150. MMC Section 22C.160.150, entitled Residential zones, is hereby amended as set forth in **Exhibit D**.

Section 5. Amendment of Municipal Code Section 22C.160.170. MMC Section 22C.160.170, currently entitled Freestanding, is hereby amended as set forth in **Exhibit E**.

Section 6. Amendment of Municipal Code Section 22C.160.260. A new MMC Section 22C.160.260, entitled Temporary and special event signs, is hereby amended as set forth in **Exhibit F**.

Section 7. Required Findings. The amendments to Marysville Municipal Code sections 22A.020.080, 22A.020.210, 22C.160.080, 22C.160.150, 22C.160.170, 22C.160.260 and are consistent with the following required findings of mmc 22G.010.520:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of MMC Title 22;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action

Section 8. Amendment Tracking. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Sign Code	_____, 2023"

Section 9. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 10. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 11. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Exhibit A

22A.020.080 "G" definitions.

"General advertising sign" is a sign which directs attention to a business, commodity, industry, or other activity which is sold, offered, or conducted elsewhere than on the premises or abutting premises upon which the sign is located, or to which it is affixed.

Exhibit B

22A.020.210 "T" definitions.

~~"Temporary and special event signs" means a sign placed on a structure or the ground for a specifically limited period of time as provided in MMC 22C.160.260.~~

"Temporary sign" means any sign; poster; placard; stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability or rot prevention; banner; pennant; valance; or advertising display constructed of cloth, paper, canvas, cardboard, or other light nondurable materials used temporarily and is not permanently mounted, painted or otherwise affixed to a permanent structure or building. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible plastics, foamcore board, and/or signs painted with water soluble paints or chalks. Signs made of other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. "Temporary sign" also includes a portable sign made of wood, metal, plastic, or other durable material that is not attached to the ground or a structure. This definition includes sandwich boards, and portable reader boards if placed on private property. This definition also includes trailered signs. Signs placed on public or street right-of-way, including public sidewalks, require a sign permit under this chapter.

Exhibit C

22C.160.080 Exemptions.

The following signs are exempted from obtaining a sign permit, but must comply with all other requirements of this chapter and with the specific requirements set forth below for each type of sign:

- (1) A change in the face of the sign or advertising copy of an existing, legally permitted sign.
- (2) Temporary and special event signs meeting the requirements of MMC 22C.160.260.
- ~~(3) On premises and portable commercial or real estate signs meeting the requirements of MMC 22C.160.260(5) and (6).~~
- ~~(4) Political signs meeting the requirements of MMC 22C.160.260(7).~~
- (53) Nonelectric signs not exceeding four square feet per face, which are limited in content to the name of occupant and address of the premises in a residential zone.
- (64) Instructional signs located on private property, not exceeding six square feet per sign; provided, that foundation, anchorage, attachments and other structural support of the sign and electrical connection require construction permits.
- (75) Menu signs located on private property. Foundation, anchorage, attachments and other structural support of the sign and electrical connection require construction permits.
- ~~(8) Seasonal decorations. Reasonable seasonal decorations within an appropriate holiday season or during a festival are exempt from this section as long as such displays are removed promptly at the end of the holiday season or festival.~~
- (96) Sculptures, fountains, benches, lighting, mosaics, murals, landscaping and other street furniture and design features, which do not incorporate advertising or identification.
- ~~(107)~~ Signs not visible from public way. Exterior and interior signs or displays not intended to be visible from streets or public ways, signs in the interior of a building more than three feet from the closest window and not facing a window, window displays and point of purchase advertising displays such as vending machines.
- ~~(118)~~ Traffic or other municipal signs, signs required by law or emergency services, railroad crossing signs, legal notices, and any temporary signs specifically authorized by the city council or authorized under policies and procedures adopted by the city council.
- ~~(129)~~ Signs of public utility companies indicating danger or which serve as an aid to public safety or which show the location of underground facilities or of public telephones.

(~~13~~10) Memorial signs or tablets, names of buildings, stained glass windows and dates of erection when cut into the surface of the facade of the building or when projecting not more than two inches.

(~~14~~11) Incidental signs, including, but not limited to, "no trespassing," "no dumping," "no parking," "private," signs identifying essential public needs (i.e., restrooms, entrance, exit, telephone, etc.) and other information warning signs, which shall not exceed three square feet in surface area.

(~~15~~12) Flush-mounted wall signs which are used to identify the name and address of the occupant for each dwelling, provided the sign does not exceed two square feet in sign area.

(~~16~~13) Gateway entrance signs. Gateway entrance signs that comply with the city of Marysville gateway master plan. Foundation, anchorage, attachments and other structure support of the sign and electrical connection require building permits.

(~~17~~14) Public way finding, directional, and interpretive signs. Foundation, anchorage, and other structure support of the sign and electrical connection require building permits.

Exhibit D

22C.160.150 Residential zones.

In addition to all other provisions of this chapter, the following development standards apply in residential zones and on residentially developed properties, including residentially zoned and residentially developed properties within the downtown master plan area:

- (1) The total combined area of all nonexempt signs, except temporary signs, on any lot in a residential zone shall not exceed nine square feet, except as provided in subsections (7) through (1210) of this section.
- (2) All dwelling units in residential districts shall display house numbers readable from the street.
- (3) Illumination from or upon signs shall be shaded, shielded, directed or reduced so that the light intensity or brightness does not affect the enjoyment of residential property in the vicinity in any substantial way.
- (4) Freestanding pole, or pylon, signs are prohibited.
- (5) Roof signs are prohibited.
- (6) No portion of a sign shall be in, or project over, a public right-of-way, and the minimum setback shall be located closer than 10 5 feet to an internal from all property lines unless attached to a fence. Signs shall not create a sight distance obstruction or any other safety hazard, and if attached to a fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard.
- (7) Each entrance to a subdivision or multifamily development may have a monument sign up to 32 square feet in area, per face, or two single-faced signs of not more than 16 square feet each. These signs shall be located outside the public right-of-way so as not to create a visual obstruction for motorists or pedestrians. The height of such signs shall not exceed five feet.
- (8) Existing recreation/cultural land uses (i.e., park, community center, library, church, etc.) and education services (i.e., public and private schools), not reviewed through the conditional use provisions outlined in subsection (10) of this section, may have one monument sign per street frontage up to 32 square feet in area, per face. The height of such signs shall not exceed five feet and shall comply with the development standards outlined in MMC 22C.160.170. In addition, a maximum of 32 square feet of permanent wall signage shall be allowed on the primary and secondary building frontage(s). Wall signs shall comply with the development standards outlined in MMC 22C.160.160.

(9) Home occupation, day care and adult family home signs shall not exceed three square feet and shall be wall signs, monument signs or mounted to a fence. Signs mounted to a fence shall comply with the provisions outlined in subsection (6) of this section.

(10) Signs for conditional uses permitted in residential zones shall be approved as part of the applicable conditional use permit and shall not be otherwise restricted by the provisions of this section.

(11) ~~Temporary sale signs (garage sale, estate sale, etc.) may be displayed no more than three days prior to the event and shall be removed 24 hours after the event is completed. There shall be no more than two such events advertised for any residence per year~~ are permitted in compliance with MMC 22C.160.260.

~~(12) Real estate for sale or for rent signs are permitted pursuant to MMC 22C.160.260(5) and (6).~~

Exhibit E

22C.160.170 Freestanding signs.

(1) The basic allowance for freestanding signs shall be limited to one square foot of sign area for each lineal foot of street frontage not to exceed 200 square feet of sign area per street frontage and 75 square feet per sign face.



(2) The maximum height of freestanding signs is outlined in Table 1; provided, that monument signs shall not exceed 12 feet in height. Additionally, when the regulations of a subarea, master plan or special overlay district conflict, unless specifically indicated otherwise, the regulations of the subarea, master plan or special overlay district shall supersede the height requirements outlined in Table 1.

Table 1: Freestanding Signs – Maximum Height

Zoning District												
NB	CB	<u>CB-WR</u>	GC	DC	<u>DTC</u>	MS	FLEX	MU	LI	GI	REC	P/I
4 feet	25 feet	<u>12 feet</u>	25 feet	6 feet	<u>12 feet</u>	6 feet	6 feet	12 feet	25 feet	25 feet	4 feet	15 feet

(3) No portion of a freestanding sign shall be in, or project over, a public right-of-way, and the minimum setback shall be five feet, subject to sight distance review at intersections and driveways.

(4) Single-occupancy complexes are allowed one freestanding sign per street frontage.

(5) Multi-occupancy complexes are allowed one freestanding sign per access driveway for the complex. However, multi-occupancy complexes with only one access driveway shall be allowed one additional freestanding sign, as long as the freestanding sign advertises a different business or businesses located on site and can be spaced at least 150 feet apart.

(6) All pole, or pylon, sign supports shall be enclosed or concealed in accordance with the design criteria outlined in subsection (11) of this section.



(7) Pole, or pylon, signs are prohibited in the NB, CB-WR, NBDC, DTC, MS, Flex, MU and REC zones.

(8) Pole, or pylon, signs are prohibited in the commercial and industrial zones located along the 51st Avenue NE, Grove Street, 88th Street NE, 116th Street NE, 152nd Street NE, 156th Street NE, and 160th Street NE corridors, and for properties located north of 152nd Street NE and east of Smokey Point Boulevard; provided that, properties that have direct frontage on Smokey Point Boulevard may have pole, or pylon, signs on their Smokey Point Boulevard frontage.

(9) Pole, or pylon, signs are prohibited on CB zoned properties located adjacent to 64th Street NE (SR 528) and 84th Street NE from approximately 83rd Avenue NE to SR 9.

(10) Pole, or pylon, signs are prohibited within the boundary of the Downtown Master Plan.

(11) Design and materials:

(a) The base of a freestanding sign and all pole or pylon sign supports shall be constructed of durable high-quality materials such as stone, brick, textured concrete, decorative steel, or other quality materials and a design that relates to and/or complements the design of on-site buildings and/or is coordinated with other site design elements. This limitation does not apply to structural elements that are an integral part of the overall design such as decorative metal or wood.

(b) Freestanding signs must integrate a top, middle, and bottom element. The top could include a distinctive sign cap and/or include the name of a multi-tenant center. The middle can include a consistent framing technique for an individual sign or multiple signs in a multi-tenant center. The bottom could include a distinctive base design with special materials and/or design.

(c) The architecture and composition of a freestanding sign structure must provide visual interest and detail for both pedestrian and motorists at both automotive and pedestrian-scale speed and perception.

(d) The color, shape, material, lettering and other architectural details of freestanding signs shall be harmonious with the character of the primary structure.

(e) No angle irons, guy wires or braces shall be visible except those that are an integral part of the overall design.

(f) One square foot of landscaping is required per one square foot of sign face. Landscaping shall include a decorative combination of ground cover and shrubs to provide seasonal interest in the area surrounding the sign. Landscaping shall be well maintained at

all times of the year. The director may reduce the landscaping requirement where the signage incorporates stone, brick, or other decorative materials.

(g) Departures to subsection (11) will be considered by the director, provided the design complies with other standards herein and integrates a distinctive, high quality design that contributes to the visual character of the area.

Exhibit F

22C.160.260 Temporary and special event signs.

~~(1) — Construction Signs. Construction signs, which identify the architects, engineers, contractors or other individuals or firms involved with the construction of a building and announce the character of the building or the purpose for which the building is intended, are permitted subject to the following criteria:~~

~~(a) — Such signs may be displayed only after a building permit is obtained and during the period of construction on the construction site.~~

~~(b) — Only one sign is permitted per street frontage.~~

~~(c) — No construction sign shall exceed 32 square feet per face.~~

~~(d) — No construction sign shall exceed 12 feet in height.~~

~~(e) — No sign shall be located closer than 10 feet to an internal property line unless attached to a fence. Signs attached to fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard.~~

~~(f) — Construction signs shall be removed by the date of first occupancy of the premises or upon expiration of the building permit, whichever first occurs.~~

~~(2) — Grand Opening Displays. Temporary signs, posters, banners, strings of lights, clusters of flags, balloons, searchlights and beacons are permitted for a period not to exceed 60 days per calendar year to announce the opening of a completely new enterprise or the opening of an enterprise under new ownership. All such signs and materials shall be located on the premises being advertised and shall be completely removed immediately upon expiration of said 60-day period.~~

~~(3) — Special Sales and Events. Temporary signs, posters, banners, strings of lights, clusters of flags, balloons, searchlights and beacons are permitted for the limited purpose of announcing a retail sale or special event in business or commercial zones, but not on a routine basis. All such advertising material shall be located on the premises being advertised and shall be removed immediately upon expiration of said special sale or event.~~

~~(4) — Quitting Business Sales. Temporary signs, posters and banners are permitted for a period of 90 continuous days for the purpose of advertising quitting business sales, liquidation sales, or other events of a similar nature, which are authorized pursuant to Chapter 5.52 MMC, Closing Out and Special Sales. All such signs shall be located on the premises being advertised and shall be removed immediately upon expiration of the 90-day period or conclusion of the sale, whichever first occurs.~~

~~(5) — On-Premises Commercial or Real Estate Signs. All exterior real estate signs must be of a durable material. Only the following real estate signs are permitted:~~

~~(a) — Residential for sale or rent signs. Signs advertising residential property for sale or rent shall be limited to one single-faced or double-faced sign per street frontage. Such signs shall not exceed four square feet per face and must be placed wholly on the subject property. Such signs may remain up for one year or until the property is sold or rented, whichever first occurs. A sold sign may remain up for 10 days after the occupancy of the residential property.~~

~~(b) — Commercial or industrial for sale or for rent signs. Signs advertising commercial or industrial property for sale or rent shall be limited to one single-faced or double-faced sign per street frontage. Signs may be displayed while the property is actually for sale or rent. The signs shall not exceed 32 square feet per face. If freestanding, the signs shall not exceed 12 feet in height and shall be located a minimum of 10 feet from any abutting interior property line and wholly on the property for sale or rent.~~

~~(c) — Subdivision signs. Signs advertising residential subdivisions shall be limited to one single-faced or double-faced sign per street frontage. Such signs shall not exceed 32 square feet per face and shall not exceed 12 feet in height. They shall be set back a minimum of 10 feet from any abutting interior property line and shall be wholly on the property being subdivided and sold.~~

~~(6) — Portable Commercial or Real Estate Signs. Temporary signs advertising business locations or the sale or lease of commercial or residential premises are permitted only as follows:~~

~~(a) — Number. The number of temporary portable commercial, real estate, and construction signs allowed shall be as follows; provided, that nothing herein shall be construed as authorizing the display of signs otherwise prohibited under applicable provisions of this code:~~

~~(i) — For any business or real estate unit located in the NB, CB, GC, DC, MU, BP, LI, GI, REC, P/I, WR-MU or WR-CB zoning district, no more than one temporary portable commercial or real estate sign shall be allowed for each business location or real estate unit offered for sale or lease; provided, that a maximum of one temporary portable sign shall be allowed for any multi-unit complex notwithstanding the number of rental or dwelling units therein currently available for sale or lease, subject to the following location criteria:~~

~~(A) — Location. Temporary portable commercial or real estate signs shall be located within 12 feet of the applicable building entrance and maintain at least eight feet of horizontal clearance on the sidewalk for pedestrian movement.~~

~~(ii) — For any business or real estate unit located in the R-4.5, R-6.5, R-8, R-12, R-18, R-28, WR-R-4-8 or WR-R-6-18 zoning district, no limit established on the number of allowed signs, but signs may only be placed at turning/decision points within the public right-of-way, and only one each at each such location.~~

~~(b) — Size. Commercial and real estate temporary portable signs shall not exceed 10 square feet per sign face, and no such sign shall contain more than two sign faces. Commercial and real estate temporary portable signs shall not exceed six feet in height, measured from the preexisting ground level to the top of the sign.~~

~~(c) — Location. No temporary portable commercial or real estate sign shall be located within vehicle lanes, bikeways, trails, sidewalks or median strips. No temporary portable commercial or real estate sign shall block driveways or be affixed to utility poles, fences, trees or traffic signs. No temporary portable commercial or real estate sign shall be strung between trees.~~

~~(d) — Festoons Prohibited. The use of balloons, festoons, flags, pennants, lights or any other attached display on a commercial or real estate temporary portable sign is prohibited.~~

~~(e) — Animation Prohibited. No commercial or real estate temporary portable sign shall be displayed while being rotated, waved, or otherwise in motion.~~

~~(f) — Duration. Commercial temporary portable signs may be displayed only during daylight hours and when the commercial establishment to which they relate is open for business. Real estate temporary portable signs may be displayed only during daylight hours and when the real estate to which they relate is the subject of an open house or when a complex manager is available to show the unit.~~

~~(7) — Political Signs. A sign which exclusively and solely advertises a candidate or candidate's public elective office, a political party, or promotes a position on a public, social, or ballot issue may be displayed in accordance with the following restrictions:~~

~~(a) — On-Premises Signs. On-premises political signs located at the headquarters of a political party, candidate for public elective office, or a public issue decided by ballot are permitted. All on-premises political signs shall comply with the dimensional and location requirements of the zoning district in which it is located.~~

~~(b) — Off-Premises Signs. Permits for political signs are not required.~~

~~(i) — Location. Political signs may not be placed on private property without the permission of the property owner. In parking strips and public rights-of-way where the placement of a political sign may be fairly attributed to a neighboring property owner, permission of that owner must first be obtained prior to placement. Political signs may not be located so as to impede driver vision or represent an obstruction or hazard to vehicular or pedestrian traffic.~~

~~(ii) — Prohibited on Public Property. It is unlawful for any person to paste, paint, affix or fasten any political sign on a utility pole or on any public building or structure. No political sign placed within the public right-of-way shall create a safety hazard for pedestrians or motorists, as determined by the police chief and/or city engineer.~~

~~(iii) — Time Limitations. Political signs advertising a candidate for election or promoting a position on a ballot issue shall be removed within seven days following an election.~~

~~(iv) — Responsibility for Compliance. The person(s) placing the political sign and the political candidate and/or campaign director shall be jointly responsible for compliance with this section.~~

~~(8) — Land Use Action Notice. Where required pursuant to Chapter 22G.010 MMC, Article II, Public Notice Requirements, public notice signs which describe proposed land use actions and public hearing dates are permitted.~~

~~(9) — Signs on Kiosks. Temporary signs on kiosks are permitted but the signs shall not exceed four square feet in area.~~

~~(10) — Temporary Uses and Secondary Uses of Schools, Churches, or Community Buildings. Temporary signs relating directly to allowed temporary uses under the city's development regulations and secondary uses of schools, churches, or community buildings may be permitted for a period not to exceed the operation of the use, subject to the following requirements:~~

~~(a) — Signs must be portable in nature.~~

~~(b) — No more than one on-premises sign and one off-premises sign shall be permitted per temporary use.~~

~~(c) — No sign shall exceed 10 square feet per sign face.~~

~~(d) — Maximum sign height shall be six feet measured from the preexisting ground level to the top of the sign.~~

~~(e) — Signs shall not be portable readerboard types, electrical or neon. Only indirect lighting is allowed.~~

~~(f) — A board or sandwich signs may be used in compliance with this subsection, provided they are used only during the days the temporary or secondary use occurs and are removed after the use ceases for each day.~~

~~(g) — Signs shall be secured with an approved tie-down.~~

~~(h) — Signs shall be approved by the community development director before they are used. If a temporary use permit is required, this review shall take place as part of the temporary use application decision.~~

~~(11) — Alcohol Advertising. Alcohol advertising shall comply with the provisions outlined in Chapter 314-52 WAC, Advertising, as amended.~~

~~(12) — Any temporary sign not otherwise provided for under subsections (1) through (11) of this section shall comply with the development standards outlined in this chapter.~~

~~(13) — Removal. The community development director or designee may immediately remove and dispose of unlawful temporary and special event signs at the expense of the person identified on such signs and/or the owner of the property on which said signs are located. (Ord. 3195 § 3 (Exh. A), 2021).~~

(1) — No review is required for temporary signs, except for temporary signs requiring a temporary sign permit. All temporary signs shall conform to the following requirements:

(a) — No temporary sign may be placed in a required parking space, driveway, or sight-distance triangle, pursuant to MMC 22C.010.240 & 22C.020.210.

(b) — No temporary sign may be placed on city-owned property unless in conjunction with an approved special event permit, temporary sign permit, or other permission from the city.

(c) — No temporary sign may be located upon or projecting over public streets, sidewalks, pedestrian paths, or bike paths except those of an official nature that are placed by a government agency for public safety purposes.

(d) — No temporary sign may be placed in a traffic circle, roundabout, or median or in any stormwater facility.

(e) — Temporary general advertising signs are permitted only on the premises where the business, commodity, or activity being advertised is sold, offered, or conducted.

(f) — Temporary signs in the city right-of-way placed outside the roadway shall comply with the following requirements:

(i) — Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the pavement. Signs may not be placed on sidewalks, driveways, or other paved areas designed for pedestrians or vehicular use.

(ii) — Permission of the abutting landowner is required.

(iii) — Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a right-of-way use permit.

(iv) Signs are limited to six square feet total and five feet in height, from the ground to the top of the sign.

(v) Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign.

(vi) The city may allow other signs in a city right-of-way with approval of a right-of-way use permit.

(g) Residential Zones. Temporary signs may be placed on residentially zoned properties in accordance with the requirements of this section and the following:

(i) One temporary window sign per residential unit not to exceed six square feet is allowed.

(ii) Freestanding signs, including post-mounted, stake, and portable signs are limited to six square feet in size and five feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the sign is stake-mounted or portable.

(h) Nonresidential Zones. Temporary signs are allowed in nonresidential zones in accordance with the requirements of this section and the following:

(i) Window signs are limited to twenty-five percent of the window area.

(ii) Freestanding signs, including post-mounted, stake and portable signs are limited to six square feet and five feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the temporary sign is stake-mounted or portable.

(iii) Surface-mounted signs are limited to thirty-two square feet and must be flatly affixed to walls or to on-site fences either facing the abutting street, or facing inward to the subject site.

(i) Temporary signs on large properties, either residential or non-residential zones, of more than two acres may be of any type, and shall not exceed thirty-two square feet and up to eight feet above ground level. Such a sign allowed herein is in lieu of and shall not be displayed with or be in addition to any other temporary signs allowed by this section.

(j) The size of a temporary sign located in residential and non-residential zones may be increased, subject to the director approving a temporary sign permit. In no case shall a temporary sign exceed thirty-two square feet.

(k) A temporary sign shall be promptly removed after the event for which it is intended by the person or organization that placed it. Ten days after the conclusion of the event the temporary sign relates to, the city may remove the sign from the right-of-way.

(2) Violations.

(a) Placing a temporary sign on private or public property without the permission of the landowner or placing a sign in the right-of-way without the permission of the abutting landowner is a violation under chapter 4.02 MMC. When a sign identifies a person, organization, or business, there is a rebuttable prima facie presumption that the person, organization, or business placed the sign and committed the civil infraction.

(b) If the square footage of temporary signs placed on a parcel exceeds the limits permitted by this section, the owner of record will reduce the square footage to within the limits allowed by this section within three (3) business days of being notified by the city. Notice mailed by the city is deemed effective three (3) business days after being placed in the mail with sufficient postage. Failure to conform to the square footage limits within these timeframes is a violation under chapter 4.02 MMC. Alternatively, a property owner may apply for a permit as a permanent sign.

(c) Any temporary sign that obstructs or impairs sight distance or access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, structure, parked cars, bench or any type of street furniture, or otherwise creates a hazard is prohibited and may be removed by the city. Any temporary sign that mimics or is attached to a traffic control sign may be removed by the city. Any person who replaces a

sign after notice that it was removed for any of these reasons or who refuses to remove a sign after notice that it violates this section commits a violation under chapter 4.02 MMC.
(3) The city may remove any temporary sign within the right-of-way that violates any provision of this section.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE MARYSVILLE MUNICIPAL CODE RELATING TO THE SIGN CODE, INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 22A.020.080, 22A.020.210, 22C.160.080, 22C.160.150, 22C.160.170 and 22C.160.260.

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

WHEREAS, the City has experienced an increase in temporary signs, particularly in the right-of-way. The proliferation of these signs compromises the City's goal of preserving aesthetic value and also can distract drivers, particularly when masses of signs appear in one location; and

WHEREAS, temporary signs do not require a permit unlike permanent signs; and

WHEREAS, reestablishing a freestanding sign height for the Downtown Commercial (DTC) zone (formerly Downtown Commercial zone) and modifying the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and providing further clarification on which zones do not allow pole or pylon signs will make sign regulations more consistent throughout the city; and

WHEREAS, on January 24, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the Proposed Amendments; and

WHEREAS, during the public meeting on February 13, 2023 the City Council discussed potential amendments related to the Sign Code in MMC 22C.060 and Definitions in MMC 22A.020 and recommended approval of said changes; and

WHEREAS, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on January 19, 2023 (Material ID 2023-S-4725) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under RCW 43.21C.450(1).

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

Section 1. Amendment of Municipal Code Section 22A.020.080. MMC Section 22A.020.080, entitled "G" definitions, is hereby amended as set forth in **Exhibit A**.

Section 2. Amendment of Municipal Code Section 22A.020.210. MMC Section 22A.020.210, entitled "T" Definitions, is hereby amended as set forth in **Exhibit B**.

Section 3. Amendment of Municipal Code Section 22C.160.080. MMC Section 22C.160.080, entitled Exemptions, is hereby amended as set forth in **Exhibit C**.

Section 4. Amendment of Municipal Code Section 22C.160.150. MMC Section 22C.160.150, entitled Residential zones, is hereby amended as set forth in **Exhibit D**.

Section 5. Amendment of Municipal Code Section 22C.160.170. MMC Section 22C.160.170, currently entitled Freestanding, is hereby amended as set forth in **Exhibit E**.

Section 6. Amendment of Municipal Code Section 22C.160.260. A new MMC Section 22C.160.260, entitled Temporary and special event signs, is hereby amended as set forth in **Exhibit F**.

Section 7. Required Findings. The amendments to Marysville Municipal Code sections 22A.020.080, 22A.020.210, 22C.160.080, 22C.160.150, 22C.160.170, 22C.160.260 and are consistent with the following required findings of mmc 22G.010.520:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of MMC Title 22;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action

Section 8. Amendment Tracking. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Sign Code	_____, 2023"

Section 9. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 10. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 11. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Exhibit A

22A.020.080 "G" definitions.

"General advertising sign" is a sign which directs attention to a business, commodity, industry, or other activity which is sold, offered, or conducted elsewhere than on the premises or abutting premises upon which the sign is located, or to which it is affixed.

Exhibit B

22A.020.210 "T" definitions.

~~"Temporary and special event signs" means a sign placed on a structure or the ground for a specifically limited period of time as provided in MMC 22C.160.260.~~

"Temporary sign" means any sign; poster; placard; stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability or rot prevention; banner; pennant; valance; or advertising display constructed of cloth, paper, canvas, cardboard, or other light nondurable materials used temporarily and is not permanently mounted, painted or otherwise affixed to a permanent structure or building. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible plastics, foamcore board, and/or signs painted with water soluble paints or chalks. Signs made of other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. "Temporary sign" also includes a portable sign made of wood, metal, plastic, or other durable material that is not attached to the ground or a structure. This definition includes sandwich boards, and portable reader boards if placed on private property. This definition also includes trailered signs. Signs placed on public or street right-of-way, including public sidewalks, require a sign permit under this chapter.

Exhibit C

22C.160.080 Exemptions.

The following signs are exempted from obtaining a sign permit, but must comply with all other requirements of this chapter and with the specific requirements set forth below for each type of sign:

- (1) A change in the face of the sign or advertising copy of an existing, legally permitted sign.
- (2) Temporary and special event signs meeting the requirements of MMC 22C.160.260.
- ~~(3) On premises and portable commercial or real estate signs meeting the requirements of MMC 22C.160.260(5) and (6).~~
- ~~(4) Political signs meeting the requirements of MMC 22C.160.260(7).~~
- (53) Nonelectric signs not exceeding four square feet per face, which are limited in content to the name of occupant and address of the premises in a residential zone.
- (64) Instructional signs located on private property, not exceeding six square feet per sign; provided, that foundation, anchorage, attachments and other structural support of the sign and electrical connection require construction permits.
- (75) Menu signs located on private property. Foundation, anchorage, attachments and other structural support of the sign and electrical connection require construction permits.
- ~~(8) Seasonal decorations. Reasonable seasonal decorations within an appropriate holiday season or during a festival are exempt from this section as long as such displays are removed promptly at the end of the holiday season or festival.~~
- (96) Sculptures, fountains, benches, lighting, mosaics, murals, landscaping and other street furniture and design features, which do not incorporate advertising or identification.
- ~~(107)~~ Signs not visible from public way. Exterior and interior signs or displays not intended to be visible from streets or public ways, signs in the interior of a building more than three feet from the closest window and not facing a window, window displays and point of purchase advertising displays such as vending machines.
- ~~(118)~~ Traffic or other municipal signs, signs required by law or emergency services, railroad crossing signs, legal notices, and any temporary signs specifically authorized by the city council or authorized under policies and procedures adopted by the city council.
- ~~(129)~~ Signs of public utility companies indicating danger or which serve as an aid to public safety or which show the location of underground facilities or of public telephones.

(~~13~~10) Memorial signs or tablets, names of buildings, stained glass windows and dates of erection when cut into the surface of the facade of the building or when projecting not more than two inches.

(~~14~~11) Incidental signs, including, but not limited to, "no trespassing," "no dumping," "no parking," "private," signs identifying essential public needs (i.e., restrooms, entrance, exit, telephone, etc.) and other information warning signs, which shall not exceed three square feet in surface area.

(~~15~~12) Flush-mounted wall signs which are used to identify the name and address of the occupant for each dwelling, provided the sign does not exceed two square feet in sign area.

(~~16~~13) Gateway entrance signs. Gateway entrance signs that comply with the city of Marysville gateway master plan. Foundation, anchorage, attachments and other structure support of the sign and electrical connection require building permits.

(~~17~~14) Public way finding, directional, and interpretive signs. Foundation, anchorage, and other structure support of the sign and electrical connection require building permits.

Exhibit D

22C.160.150 Residential zones.

In addition to all other provisions of this chapter, the following development standards apply in residential zones and on residentially developed properties, including residentially zoned and residentially developed properties within the downtown master plan area:

- (1) The total combined area of all nonexempt signs, ~~except temporary signs,~~ on any lot in a residential zone shall not exceed nine square feet, except as provided in subsections (7) through ~~(1210)~~ of this section.
- (2) All dwelling units in residential districts shall display house numbers readable from the street.
- (3) Illumination from or upon signs shall be shaded, shielded, directed or reduced so that the light intensity or brightness does not affect the enjoyment of residential property in the vicinity in any substantial way.
- (4) Freestanding pole, or pylon, signs are prohibited.
- (5) Roof signs are prohibited.
- (6) ~~No portion of a sign shall be in, or project over, a public right-of-way, and the minimum setback shall be located closer than 10 5 feet to an internal~~ from all property lines unless attached to a fence. Signs shall not create a sight distance obstruction or any other safety hazard, and if attached to a fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard.
- (7) Each entrance to a subdivision or multifamily development may have a monument sign up to 32 square feet in area, per face, or two single-faced signs of not more than 16 square feet each. These signs shall be located outside the public right-of-way so as not to create a visual obstruction for motorists or pedestrians. The height of such signs shall not exceed five feet.
- (8) Existing recreation/cultural land uses (i.e., park, community center, library, church, etc.) and education services (i.e., public and private schools), not reviewed through the conditional use provisions outlined in subsection (10) of this section, may have one monument sign per street frontage up to 32 square feet in area, per face. The height of such signs shall not exceed five feet and shall comply with the development standards outlined in MMC 22C.160.170. In addition, a maximum of 32 square feet of permanent wall signage shall be allowed on the primary and secondary building frontage(s). Wall signs shall comply with the development standards outlined in MMC 22C.160.160.

(9) Home occupation, day care and adult family home signs shall not exceed three square feet and shall be wall signs, monument signs or mounted to a fence. Signs mounted to a fence shall comply with the provisions outlined in subsection (6) of this section.

(10) Signs for conditional uses permitted in residential zones shall be approved as part of the applicable conditional use permit and shall not be otherwise restricted by the provisions of this section.

(11) ~~Temporary sale signs (garage sale, estate sale, etc.) may be displayed no more than three days prior to the event and shall be removed 24 hours after the event is completed. There shall be no more than two such events advertised for any residence per year~~ are permitted in compliance with MMC 22C.160.260.

~~(12) Real estate for sale or for rent signs are permitted pursuant to MMC 22C.160.260(5) and (6).~~

Exhibit E

22C.160.170 Freestanding signs.

(1) The basic allowance for freestanding signs shall be limited to one square foot of sign area for each lineal foot of street frontage not to exceed 200 square feet of sign area per street frontage and 75 square feet per sign face.



(2) The maximum height of freestanding signs is outlined in Table 1; provided, that monument signs shall not exceed 12 feet in height. Additionally, when the regulations of a subarea, master plan or special overlay district conflict, unless specifically indicated otherwise, the regulations of the subarea, master plan or special overlay district shall supersede the height requirements outlined in Table 1.

Table 1: Freestanding Signs – Maximum Height

Zoning District												
NB	CB	<u>CB-WR</u>	GC	DC	<u>DTC</u>	MS	FLEX	MU	LI	GI	REC	P/I
4 feet	25 feet	<u>12 feet</u>	25 feet	6 feet	<u>12 feet</u>	6 feet	6 feet	12 feet	25 feet	25 feet	4 feet	15 feet

(3) No portion of a freestanding sign shall be in, or project over, a public right-of-way, and the minimum setback shall be five feet, subject to sight distance review at intersections and driveways.

(4) Single-occupancy complexes are allowed one freestanding sign per street frontage.

(5) Multi-occupancy complexes are allowed one freestanding sign per access driveway for the complex. However, multi-occupancy complexes with only one access driveway shall be allowed one additional freestanding sign, as long as the freestanding sign advertises a different business or businesses located on site and can be spaced at least 150 feet apart.

(6) All pole, or pylon, sign supports shall be enclosed or concealed in accordance with the design criteria outlined in subsection (11) of this section.



(7) Pole, or pylon, signs are prohibited in the NB, CB-WR, NBDC, DTC, MS, Flex, MU and REC zones.

(8) Pole, or pylon, signs are prohibited in the commercial and industrial zones located along the 51st Avenue NE, Grove Street, 88th Street NE, 116th Street NE, 152nd Street NE, 156th Street NE, and 160th Street NE corridors, and for properties located north of 152nd Street NE and east of Smokey Point Boulevard; provided that, properties that have direct frontage on Smokey Point Boulevard may have pole, or pylon, signs on their Smokey Point Boulevard frontage.

(9) Pole, or pylon, signs are prohibited on CB zoned properties located adjacent to 64th Street NE (SR 528) and 84th Street NE from approximately 83rd Avenue NE to SR 9.

(10) Pole, or pylon, signs are prohibited within the boundary of the Downtown Master Plan.

(11) Design and materials:

(a) The base of a freestanding sign and all pole or pylon sign supports shall be constructed of durable high-quality materials such as stone, brick, textured concrete, decorative steel, or other quality materials and a design that relates to and/or complements the design of on-site buildings and/or is coordinated with other site design elements. This limitation does not apply to structural elements that are an integral part of the overall design such as decorative metal or wood.

(b) Freestanding signs must integrate a top, middle, and bottom element. The top could include a distinctive sign cap and/or include the name of a multi-tenant center. The middle can include a consistent framing technique for an individual sign or multiple signs in a multi-tenant center. The bottom could include a distinctive base design with special materials and/or design.

(c) The architecture and composition of a freestanding sign structure must provide visual interest and detail for both pedestrian and motorists at both automotive and pedestrian-scale speed and perception.

(d) The color, shape, material, lettering and other architectural details of freestanding signs shall be harmonious with the character of the primary structure.

(e) No angle irons, guy wires or braces shall be visible except those that are an integral part of the overall design.

(f) One square foot of landscaping is required per one square foot of sign face. Landscaping shall include a decorative combination of ground cover and shrubs to provide seasonal interest in the area surrounding the sign. Landscaping shall be well maintained at

all times of the year. The director may reduce the landscaping requirement where the signage incorporates stone, brick, or other decorative materials.

(g) Departures to subsection (11) will be considered by the director, provided the design complies with other standards herein and integrates a distinctive, high quality design that contributes to the visual character of the area.

Exhibit F

22C.160.260 Temporary and special event signs.

~~(1) — Construction Signs. Construction signs, which identify the architects, engineers, contractors or other individuals or firms involved with the construction of a building and announce the character of the building or the purpose for which the building is intended, are permitted subject to the following criteria:~~

~~(a) — Such signs may be displayed only after a building permit is obtained and during the period of construction on the construction site.~~

~~(b) — Only one sign is permitted per street frontage.~~

~~(c) — No construction sign shall exceed 32 square feet per face.~~

~~(d) — No construction sign shall exceed 12 feet in height.~~

~~(e) — No sign shall be located closer than 10 feet to an internal property line unless attached to a fence. Signs attached to fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard.~~

~~(f) — Construction signs shall be removed by the date of first occupancy of the premises or upon expiration of the building permit, whichever first occurs.~~

~~(2) — Grand Opening Displays. Temporary signs, posters, banners, strings of lights, clusters of flags, balloons, searchlights and beacons are permitted for a period not to exceed 60 days per calendar year to announce the opening of a completely new enterprise or the opening of an enterprise under new ownership. All such signs and materials shall be located on the premises being advertised and shall be completely removed immediately upon expiration of said 60-day period.~~

~~(3) — Special Sales and Events. Temporary signs, posters, banners, strings of lights, clusters of flags, balloons, searchlights and beacons are permitted for the limited purpose of announcing a retail sale or special event in business or commercial zones, but not on a routine basis. All such advertising material shall be located on the premises being advertised and shall be removed immediately upon expiration of said special sale or event.~~

~~(4) — Quitting Business Sales. Temporary signs, posters and banners are permitted for a period of 90 continuous days for the purpose of advertising quitting business sales, liquidation sales, or other events of a similar nature, which are authorized pursuant to Chapter 5.52 MMC, Closing Out and Special Sales. All such signs shall be located on the premises being advertised and shall be removed immediately upon expiration of the 90-day period or conclusion of the sale, whichever first occurs.~~

~~(5) — On-Premises Commercial or Real Estate Signs. All exterior real estate signs must be of a durable material. Only the following real estate signs are permitted:~~

~~(a) — Residential for sale or rent signs. Signs advertising residential property for sale or rent shall be limited to one single-faced or double-faced sign per street frontage. Such signs shall not exceed four square feet per face and must be placed wholly on the subject property. Such signs may remain up for one year or until the property is sold or rented, whichever first occurs. A sold sign may remain up for 10 days after the occupancy of the residential property.~~

~~(b) — Commercial or industrial for sale or for rent signs. Signs advertising commercial or industrial property for sale or rent shall be limited to one single-faced or double-faced sign per street frontage. Signs may be displayed while the property is actually for sale or rent. The signs shall not exceed 32 square feet per face. If freestanding, the signs shall not exceed 12 feet in height and shall be located a minimum of 10 feet from any abutting interior property line and wholly on the property for sale or rent.~~

~~(c) — Subdivision signs. Signs advertising residential subdivisions shall be limited to one single-faced or double-faced sign per street frontage. Such signs shall not exceed 32 square feet per face and shall not exceed 12 feet in height. They shall be set back a minimum of 10 feet from any abutting interior property line and shall be wholly on the property being subdivided and sold.~~

~~(6) — Portable Commercial or Real Estate Signs. Temporary signs advertising business locations or the sale or lease of commercial or residential premises are permitted only as follows:~~

~~(a) — Number. The number of temporary portable commercial, real estate, and construction signs allowed shall be as follows; provided, that nothing herein shall be construed as authorizing the display of signs otherwise prohibited under applicable provisions of this code:~~

~~(i) — For any business or real estate unit located in the NB, CB, GC, DC, MU, BP, LI, GI, REC, P/I, WR-MU or WR-CB zoning district, no more than one temporary portable commercial or real estate sign shall be allowed for each business location or real estate unit offered for sale or lease; provided, that a maximum of one temporary portable sign shall be allowed for any multi-unit complex notwithstanding the number of rental or dwelling units therein currently available for sale or lease, subject to the following location criteria:~~

~~(A) — Location. Temporary portable commercial or real estate signs shall be located within 12 feet of the applicable building entrance and maintain at least eight feet of horizontal clearance on the sidewalk for pedestrian movement.~~

~~(ii) — For any business or real estate unit located in the R-4.5, R-6.5, R-8, R-12, R-18, R-28, WR-R-4-8 or WR-R-6-18 zoning district, no limit established on the number of allowed signs, but signs may only be placed at turning/decision points within the public right-of-way, and only one each at each such location.~~

~~(b) — Size. Commercial and real estate temporary portable signs shall not exceed 10 square feet per sign face, and no such sign shall contain more than two sign faces. Commercial and real estate temporary portable signs shall not exceed six feet in height, measured from the preexisting ground level to the top of the sign.~~

~~(c) — Location. No temporary portable commercial or real estate sign shall be located within vehicle lanes, bikeways, trails, sidewalks or median strips. No temporary portable commercial or real estate sign shall block driveways or be affixed to utility poles, fences, trees or traffic signs. No temporary portable commercial or real estate sign shall be strung between trees.~~

~~(d) — Festoons Prohibited. The use of balloons, festoons, flags, pennants, lights or any other attached display on a commercial or real estate temporary portable sign is prohibited.~~

~~(e) — Animation Prohibited. No commercial or real estate temporary portable sign shall be displayed while being rotated, waved, or otherwise in motion.~~

~~(f) — Duration. Commercial temporary portable signs may be displayed only during daylight hours and when the commercial establishment to which they relate is open for business. Real estate temporary portable signs may be displayed only during daylight hours and when the real estate to which they relate is the subject of an open house or when a complex manager is available to show the unit.~~

~~(7) — Political Signs. A sign which exclusively and solely advertises a candidate or candidate's public elective office, a political party, or promotes a position on a public, social, or ballot issue may be displayed in accordance with the following restrictions:~~

~~(a) — On-Premises Signs. On-premises political signs located at the headquarters of a political party, candidate for public elective office, or a public issue decided by ballot are permitted. All on-premises political signs shall comply with the dimensional and location requirements of the zoning district in which it is located.~~

~~(b) — Off-Premises Signs. Permits for political signs are not required.~~

~~(i) — Location. Political signs may not be placed on private property without the permission of the property owner. In parking strips and public rights-of-way where the placement of a political sign may be fairly attributed to a neighboring property owner, permission of that owner must first be obtained prior to placement. Political signs may not be located so as to impede driver vision or represent an obstruction or hazard to vehicular or pedestrian traffic.~~

~~(ii) — Prohibited on Public Property. It is unlawful for any person to paste, paint, affix or fasten any political sign on a utility pole or on any public building or structure. No political sign placed within the public right-of-way shall create a safety hazard for pedestrians or motorists, as determined by the police chief and/or city engineer.~~

~~(iii) — Time Limitations. Political signs advertising a candidate for election or promoting a position on a ballot issue shall be removed within seven days following an election.~~

~~(iv) — Responsibility for Compliance. The person(s) placing the political sign and the political candidate and/or campaign director shall be jointly responsible for compliance with this section.~~

~~(8) — Land Use Action Notice. Where required pursuant to Chapter 22G.010 MMC, Article II, Public Notice Requirements, public notice signs which describe proposed land use actions and public hearing dates are permitted.~~

~~(9) — Signs on Kiosks. Temporary signs on kiosks are permitted but the signs shall not exceed four square feet in area.~~

~~(10) — Temporary Uses and Secondary Uses of Schools, Churches, or Community Buildings. Temporary signs relating directly to allowed temporary uses under the city's development regulations and secondary uses of schools, churches, or community buildings may be permitted for a period not to exceed the operation of the use, subject to the following requirements:~~

~~(a) — Signs must be portable in nature.~~

~~(b) — No more than one on-premises sign and one off-premises sign shall be permitted per temporary use.~~

~~(c) — No sign shall exceed 10 square feet per sign face.~~

~~(d) — Maximum sign height shall be six feet measured from the preexisting ground level to the top of the sign.~~

~~(e) — Signs shall not be portable readerboard types, electrical or neon. Only indirect lighting is allowed.~~

~~(f) — A board or sandwich signs may be used in compliance with this subsection, provided they are used only during the days the temporary or secondary use occurs and are removed after the use ceases for each day.~~

~~(g) — Signs shall be secured with an approved tie-down.~~

~~(h) — Signs shall be approved by the community development director before they are used. If a temporary use permit is required, this review shall take place as part of the temporary use application decision.~~

~~(11) — Alcohol Advertising. Alcohol advertising shall comply with the provisions outlined in Chapter 314-52 WAC, Advertising, as amended.~~

~~(12) — Any temporary sign not otherwise provided for under subsections (1) through (11) of this section shall comply with the development standards outlined in this chapter.~~

~~(13) — Removal. The community development director or designee may immediately remove and dispose of unlawful temporary and special event signs at the expense of the person identified on such signs and/or the owner of the property on which said signs are located. (Ord. 3195 § 3 (Exh. A), 2021).~~

(1) No review is required for temporary signs, except for temporary signs requiring a temporary sign permit. All temporary signs shall conform to the following requirements:

(a) No temporary sign may be placed in a required parking space, driveway, or sight-distance triangle, pursuant to MMC 22C.010.240 & 22C.020.210.

(b) No temporary sign may be placed on city-owned property unless in conjunction with an approved special event permit, temporary sign permit, or other permission from the city.

(c) No temporary sign may be located upon or projecting over public streets, sidewalks, pedestrian paths, or bike paths except those of an official nature that are placed by a government agency for public safety purposes.

(d) No temporary sign may be placed in a traffic circle, roundabout, or median or in any stormwater facility.

(e) Temporary general advertising signs are permitted only on the premises where the business, commodity, or activity being advertised is sold, offered, or conducted.

(f) Temporary signs in the city right-of-way placed outside the roadway shall comply with the following requirements:

(i) Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the pavement. Signs may not be placed on sidewalks, driveways, or other paved areas designed for pedestrians or vehicular use.

(ii) Permission of the abutting landowner is required. **The city may require the person, organization, or business placing the sign to provide proof of the abutting landowner's permission. If the person, organization, or business does not provide such proof in a form acceptable to the city, the sign may be removed from the right of way.**

(iii) Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a right-of-way use permit.

(iv) Signs are limited to six square feet total and five feet in height, from the ground to the top of the sign.

(v) Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign.

(vi) The city may allow other signs in a city right-of-way with approval of a right-of-way use permit.

(g) Residential Zones. Temporary signs may be placed on residentially zoned properties in accordance with the requirements of this section and the following:

(i) One temporary window sign per residential unit not to exceed six square feet is allowed.

(ii) Freestanding signs, including post-mounted, stake, and portable signs are limited to six square feet in size and five feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the sign is stake-mounted or portable.

(h) Nonresidential Zones. Temporary signs are allowed in nonresidential zones in accordance with the requirements of this section and the following:

(i) Window signs are limited to twenty-five percent of the window area.

(ii) Freestanding signs, including post-mounted, stake and portable signs are limited to six square feet and five feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the temporary sign is stake-mounted or portable.

(iii) Surface-mounted signs are limited to thirty-two square feet and must be flatly affixed to walls or to on-site fences either facing the abutting street, or facing inward to the subject site.

(i) Temporary signs on large properties, either residential or non-residential zones, of more than two acres may be of any type, and shall not exceed thirty-two square feet and up to eight feet above ground level. Such a sign allowed herein is in lieu of and shall not be displayed with or be in addition to any other temporary signs allowed by this section.

(j) The size of a temporary sign located in residential and non-residential zones may be increased, subject to the director approving a temporary sign permit. In no case shall a temporary sign exceed thirty-two square feet.

(k) A temporary sign shall be promptly removed after the event for which it is intended by the person or organization that placed it. Ten days after the conclusion of the event the temporary sign relates to, the city may remove the sign from the right-of-way.

(2) Violations.

(a) Placing a temporary sign on private or public property without the permission of the landowner or placing a sign in the right-of-way without the permission of the abutting landowner is a violation under chapter 4.02 MMC. When a sign identifies a person, organization, or business, there is a rebuttable prima facie presumption that the person, organization, or business placed the sign and committed the civil infraction.

(b) If the square footage of temporary signs placed on a parcel exceeds the limits permitted by this section, the owner of record will reduce the square footage to within the limits allowed by this section within three (3) business days of being notified by the city. Notice mailed by the city is deemed effective three (3) business days after being placed in the mail with sufficient postage. Failure to conform to the square footage limits within these timeframes is a violation under chapter 4.02 MMC. Alternatively, a property owner may apply for a permit as a permanent sign.

(c) Any temporary sign that obstructs or impairs sight distance or access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire

hydrant, structure, parked cars, bench or any type of street furniture, or otherwise creates a hazard is prohibited and may be removed by the city. Any temporary sign that mimics or is attached to a traffic control sign may be removed by the city. Any person who replaces a sign after notice that it was removed for any of these reasons or who refuses to remove a sign after notice that it violates this section commits a violation under chapter 4.02 MMC.
(3) The city may remove any temporary sign within the right-of-way that violates any provision of this section.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Crystil Wooldridge, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** amending the 2023-2024 Biennial Budget and providing for the establishment of pay classifications and grades or ranges as budgeted for in Ordinance No. 3239 *

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No._____.

SUMMARY: Proposed amendments to the 2023-2024 Biennial Budget includes one reclassification as described below:

Traffic Engineer Manager Reclassification - Reclassify the Traffic Engineer Manager (pay code M117) to Traffic Engineering Manager (pay code M118).

ATTACHMENTS:
[2023-2024 Biennial Budget Amendment Ordinance.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE ESTABLISHMENT OF PAY CLASSIFICATIONS AND GRADES OR RANGES AS BUDGETED FOR IN ORDINANCE NO. 3239.

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

Section 1. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit "A".

Section 2. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

Section 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
DEPUTY CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2023-2024

CITY OF MARYSVILLE NON REPRESENTED PAY GRID 2023

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 70,471	\$ 72,578	\$ 74,755	\$ 76,999	\$ 79,311	\$ 81,691	\$ 84,139	\$ 86,247	\$ 88,401	Annual Hourly
	Planning Technician	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.01	\$ 38.13	\$ 39.27	\$ 40.46	\$ 41.46	\$ 42.49	
	Confidential Legal Assistant										
	Computer Technician										
	Community Support Specialist I Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 74,687	\$ 76,953	\$ 79,242	\$ 81,623	\$ 84,070	\$ 86,564	\$ 89,193	\$ 91,414	\$ 93,704	Annual Hourly
	Probation Officer	\$ 35.91	\$ 36.99	\$ 38.09	\$ 39.24	\$ 40.41	\$ 41.62	\$ 42.88	\$ 43.95	\$ 45.05	
	Communications/Marketing Specialist Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 79,922	\$ 82,325	\$ 84,773	\$ 87,312	\$ 89,964	\$ 92,638	\$ 95,426	\$ 97,830	\$ 100,254	Annual Hourly
	Confidential Admin Associate	\$ 38.43	\$ 39.59	\$ 40.75	\$ 41.97	\$ 43.25	\$ 44.54	\$ 45.89	\$ 47.04	\$ 48.20	
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Support Specialist II										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
N113	Associate Planner	\$ 87,108	\$ 89,714	\$ 92,413	\$ 95,177	\$ 98,033	\$ 101,003	\$ 104,017	\$ 106,623	\$ 109,277	Annual Hourly
	I.S. Analyst	\$ 41.87	\$ 43.13	\$ 44.43	\$ 45.75	\$ 47.13	\$ 48.56	\$ 50.00	\$ 51.26	\$ 52.53	
	Engineering Technician										
	Financial Analyst										
	GIS Analyst										
	Human Resource Specialist										
	Inspector II - Building										
	Inspector II - Construction										
	Executive Services Coordinator										
	NPDES Coordinator Senior Communications Specialist/PIO										
N114	Crime & Intelligence Analyst	\$ 93,522	\$ 96,333	\$ 99,234	\$ 102,181	\$ 105,265	\$ 108,415	\$ 111,701	\$ 114,467	\$ 117,323	Annual Hourly
	Electronic Control Systems Administrator	\$ 44.96	\$ 46.31	\$ 47.71	\$ 49.13	\$ 50.61	\$ 52.12	\$ 53.70	\$ 55.03	\$ 56.41	
	Inspector III - Combo										
	Inspector III - Electrical Planner Systems & Database Analyst										
N115	Assistant Building Official	\$ 100,095	\$ 103,066	\$ 106,171	\$ 109,366	\$ 112,653	\$ 116,031	\$ 119,522	\$ 122,468	\$ 125,528	Annual Hourly
	Civil Plan Review	\$ 48.12	\$ 49.56	\$ 51.04	\$ 52.57	\$ 54.16	\$ 55.79	\$ 57.46	\$ 58.88	\$ 60.35	
	Project Engineer										
	Senior Planner Associate Traffic Engineer										
N116	IS System Administrator	\$ 107,100	\$ 110,296	\$ 113,605	\$ 117,006	\$ 120,519	\$ 124,145	\$ 127,863	\$ 131,058	\$ 134,322	Annual Hourly
		\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.25	\$ 57.94	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59	

**CITY OF MARYSVILLE
MANAGEMENT PAY GRID 2023**

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 79,922	\$ 82,325	\$ 84,773	\$ 87,312	\$ 89,964	\$ 92,638	\$ 95,426	\$ 97,830	\$ 100,254	Annual
		\$ 38.43	\$ 39.59	\$ 40.75	\$ 41.97	\$ 43.25	\$ 44.54	\$ 45.89	\$ 47.04	\$ 48.20	Hourly
M113	Assistant Court Administrator	\$ 87,108	\$ 89,714	\$ 92,435	\$ 95,177	\$ 98,055	\$ 101,003	\$ 104,017	\$ 106,623	\$ 109,277	Annual
	Athletic Supervisor	\$ 41.87	\$ 43.13	\$ 44.44	\$ 45.75	\$ 47.15	\$ 48.56	\$ 50.00	\$ 51.26	\$ 52.53	Hourly
	Community Center Supervisor										
	Cultural Arts Supervisor										
	Recreation Supervisor										
	Utility Billing Supervisor										
	Police Records Supervisor Legal Services Project Manager										
M114	Human Resource Analyst	\$ 93,522	\$ 96,333	\$ 99,234	\$ 102,181	\$ 105,265	\$ 108,415	\$ 111,701	\$ 114,467	\$ 117,323	Annual
	Senior Financial Analyst	\$ 44.96	\$ 46.31	\$ 47.71	\$ 49.13	\$ 50.61	\$ 52.12	\$ 53.70	\$ 55.03	\$ 56.41	Hourly
M115	Administrative Services Supervisor	\$ 100,095	\$ 103,066	\$ 106,171	\$ 109,366	\$ 112,653	\$ 116,031	\$ 119,522	\$ 122,468	\$ 125,528	Annual
	Training & Community Outreach Administrator	\$ 48.12	\$ 49.56	\$ 51.04	\$ 52.57	\$ 54.16	\$ 55.79	\$ 57.46	\$ 58.88	\$ 60.35	Hourly
	Fleet and Facilities Supervisor IT Services Supervisor										
M116	Parks Maintenance Supervisor	\$ 107,100	\$ 110,296	\$ 113,605	\$ 117,006	\$ 120,519	\$ 124,145	\$ 127,863	\$ 131,058	\$ 134,322	Annual
	Prosecutor	\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.25	\$ 57.94	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59	Hourly
	Solid Waste Supervisor										
	Storm/Sewer Supervisor										
	Street Supervisor										
	Water Utility Supervisor										
	Water Resource Supervisor										
	Safety and Risk Manager										
	Emergency Preparedness Manager										
	GIS Manager										
	Principal Planner										
	M117	Building Official	\$ 112,426	\$ 115,805	\$ 119,272	\$ 122,853	\$ 126,571	\$ 130,333	\$ 134,254	\$ 137,610	\$ 141,055
Financial Operations Manager		\$ 54.05	\$ 55.67	\$ 57.34	\$ 59.06	\$ 60.86	\$ 62.66	\$ 64.55	\$ 66.16	\$ 67.82	Hourly
Financial Planning Manager											
Planning Manager											
Senior Project Engineer											
Traffic Engineer Manager											
IT Operations Supervisor Human Resources Program Manager Communications Manager											
M118	Development Services Manager	\$ 118,070	\$ 121,584	\$ 125,234	\$ 128,996	\$ 132,895	\$ 136,861	\$ 140,964	\$ 144,500	\$ 148,105	Annual
	Senior Project Manager	\$ 56.76	\$ 58.45	\$ 60.21	\$ 62.02	\$ 63.89	\$ 65.80	\$ 67.78	\$ 69.48	\$ 71.20	Hourly
	Civic Campus Project Manager										
	Public Works Services Manager Traffic Engineering Manager										
M119	Assistant Parks Director	\$ 123,964	\$ 127,681	\$ 131,513	\$ 135,456	\$ 139,512	\$ 143,707	\$ 148,013	\$ 151,708	\$ 155,516	Annual
	Storm and Wastewater Utility Manager	\$ 59.60	\$ 61.39	\$ 63.23	\$ 65.13	\$ 67.07	\$ 69.09	\$ 71.16	\$ 72.93	\$ 74.77	Hourly
	Water Utility Manager										
	Transportation and Parks Maintenance Manager										
	Court Administrator Lead Prosecutor										
M120	Assistant City Engineer	\$ 130,152	\$ 134,050	\$ 138,062	\$ 142,233	\$ 146,495	\$ 150,892	\$ 155,425	\$ 159,302	\$ 163,290	Annual
		\$ 62.57	\$ 64.44	\$ 66.38	\$ 68.39	\$ 70.43	\$ 72.53	\$ 74.73	\$ 76.59	\$ 78.51	Hourly
M121	No Position	\$ 136,680	\$ 140,783	\$ 144,976	\$ 149,328	\$ 153,816	\$ 158,440	\$ 163,200	\$ 167,257	\$ 171,427	Annual
		\$ 65.72	\$ 67.68	\$ 69.70	\$ 71.79	\$ 73.95	\$ 76.17	\$ 78.47	\$ 80.41	\$ 82.41	Hourly
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 143,502	\$ 147,786	\$ 152,229	\$ 156,831	\$ 161,523	\$ 166,350	\$ 171,338	\$ 175,644	\$ 180,018	Annual
		\$ 69.00	\$ 71.05	\$ 73.20	\$ 75.40	\$ 77.66	\$ 79.97	\$ 82.37	\$ 84.45	\$ 86.55	Hourly
M123	Assistant Police Chief	\$ 157,851	\$ 162,587	\$ 167,461	\$ 172,493	\$ 177,638	\$ 182,988	\$ 188,474	\$ 193,188	\$ 198,016	Annual
		\$ 75.89	\$ 78.17	\$ 80.50	\$ 82.93	\$ 85.40	\$ 87.97	\$ 90.62	\$ 92.87	\$ 95.20	Hourly
M124	Community Development Director	\$ 165,738								\$ 212,137	Annual
	Parks Director	\$ 79.68								\$ 101.99	Hourly
	IS Director										
	HR Director										
M125	Finance Director	\$ 174,034								\$ 222,746	Annual
		\$ 83.66								\$ 107.09	Hourly
M126	Police Chief	\$ 182,738								\$ 233,897	Annual
	City Attorney	\$ 87.85								\$ 112.46	Hourly
	Public Works Director										
M130	Chief Administrative Officer	\$ 197,495								\$ 252,793	Annual
		\$ 94.95								\$ 121.54	Hourly

CITY OF MARYSVILLE
MPMA - COMMANDER PAY GRID 2023

6.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 153,239	\$ 157,829	\$ 162,566	\$ 167,452	\$ 172,486	\$ 176,779	\$ 181,196	Annual
	\$ 73.67	\$ 75.88	\$ 78.16	\$ 80.50	\$ 82.93	\$ 84.99	\$ 87.11	Hourly

MPOA - (OFFICERS & SERGEANTS)

January 1, 2023 Through December 31, 2023

10% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,555					
Police Officers	7,284	7,562	7,833	8,260	8,736	9,083
Police Sergeant	10,270	10,717				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)

January 1, 2023 - December 31, 2023

6% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,371	5,590	5,820	6,058	6,307	6,566	6,820
Custody Sergeant	8,026	8,218					
Custody Corporal	7,166	7,338					
Custody Officer	5,505	5,741	5,942	6,150	6,392	6,660	6,858

Teamsters Pay Grid 2022

2% Increase

2022 Classification	2022 Pay	2% Increase									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Custodian	U20	\$44,598	\$45,936	\$47,314	\$48,733	\$50,195	\$51,701	\$53,252	\$54,833	\$55,948	Annual
		\$21.44	\$22.08	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60	\$26.24	\$26.90	Hourly
Customer Service Representative	U25	\$53,517	\$55,123	\$56,776	\$58,480	\$60,234	\$62,041	\$63,902	\$65,500	\$67,138	Annual
Parks Maintenance Tech I		\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.49	\$32.28	Hourly
Streets Maintenance Tech I											
Custodian Lead											
Accounting Tech - AP	U30	\$56,728	\$58,430	\$60,183	\$61,989	\$63,848	\$65,764	\$67,737	\$69,430	\$71,166	Annual
Accounting Tech - Utility Billing		\$27.27	\$28.09	\$28.93	\$29.80	\$30.70	\$31.62	\$32.57	\$33.38	\$34.21	Hourly
CD Program Specialist											
Purchasing/Inventory Specialist											
PW Administrative Assistant											
Storm/Sewer Tech I											
Utility Locator											
Judicial Process Specialist	U35	\$61,267	\$63,105	\$64,998	\$66,948	\$68,956	\$71,025	\$73,156	\$74,984	\$76,859	Annual
Meter Technician		\$29.46	\$30.34	\$31.25	\$32.19	\$33.15	\$34.15	\$35.17	\$36.05	\$36.95	Hourly
Parks Administrative Associate											
Police Records Tech											
Parks Maintenance Tech II											
Solid Waste Tech II											
Streets Maintenance Tech II											
Storm/Sewer Tech II											
Traffic Maintenance Worker II											
Traffic Control Systems Tech											
Small Equipment Mechanic	U40	\$64,943	\$66,891	\$68,898	\$70,965	\$73,093	\$75,286	\$77,545	\$79,483	\$81,471	Annual
Evidence Specialist		\$31.22	\$32.16	\$33.12	\$34.12	\$35.14	\$36.20	\$37.28	\$38.21	\$39.17	Hourly
Parks Administrative Specialist											
Planning Administrative Specialist											
PW Administrative Specialist											
Police Administrative Specialist											
Senior Accounting Tech											
Senior Permit Tech											
WWTP Maintenance Tech I											
Cross Connection Control Specialist	U45	\$68,190	\$70,235	\$72,342	\$74,513	\$76,748	\$79,051	\$81,422	\$83,458	\$85,544	Annual
Parks Maintenance Lead I		\$32.78	\$33.77	\$34.78	\$35.82	\$36.90	\$38.01	\$39.15	\$40.12	\$41.13	Hourly
Police Records Tech Lead											
Streets Maintenance Lead I											
Storm/Sewer Lead I											
Water Operations Tech II											
Construction Tech II											
Water Quality Specialist											
Facilities Maintenance Journeyman	U50	\$72,963	\$75,152	\$77,406	\$79,729	\$82,120	\$84,584	\$87,122	\$89,300	\$91,532	Annual
Industrial Waste/Pretreatment Technician		\$35.08	\$36.13	\$37.21	\$38.33	\$39.48	\$40.67	\$41.89	\$42.93	\$44.01	Hourly
Mechanic											
Streets Maintenance Tech Lead II											
Storm/Sewer Tech Lead II											
Solid Waste Lead II											
Parks Maintenance Lead II											
WWTP Operator											
Construction Lead I											
Water Operator											
WWTP Maintenance Tech II											
Mechanic Lead II	U55	\$78,070	\$80,413	\$82,825	\$85,310	\$87,869	\$90,505	\$93,220	\$95,551	\$97,939	Annual
Senior Traffic Control Systems Tech		\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.51	\$44.82	\$45.94	\$47.09	Hourly
Construction Lead II											
Water Operations Lead II											
Water Quality Lead											
WWTP Maintenance Lead											
WWTP Operations Lead											
Utility Electrician											



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Services Agreement with Mayors and Business Leaders for Public Safety, Inc.*

SUGGESTED ACTION:
Recommended Motion: I move to authorize the council president to sign and execute the agreement with the Mayors and Business Leaders for Public Safety, Inc.

SUMMARY: Mayors and Business Leaders, Inc. was formed to enhance public safety by developing and advocating for legislation, regulations, and government/community programs to improve the public safety of Snohomish County and to conduct research and publicize the positions of elected officials and community business leaders concerning these issues for the benefit of the Snohomish County community. This non-profit corporation has county-wide support and its goals are consistent with the City Council's goal of enhancing public safety for the city's residents.

ATTACHMENTS:

- [Mayors and Business Leaders Agreement 2-9-23.docx](#)
- [Mayors and Business Leaders for Public Safety - Articles of Incorporation - Review Copy \(003\).pdf](#)
- [Mayors and Business Leaders for Public Safety - Bylaws - Review Copy \(002\).pdf](#)

**SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND MAYORS AND BUSINESS LEADERS FOR PUBLIC SAFETY, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and MAYORS AND BUSINESS LEADERS FOR PUBLIC SAFETY, INC., a nonprofit corporation incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 3128 COLBY AVE, EVERETT, WA, 98201-4025.

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Mayors and Business Leaders for Public Safety, Inc. shall provide public relations services consistent with its purposes as set forth in its articles of incorporation and bylaws, and as further defined by its board of directors. These public relations services will not include any “grassroots lobbying” (RCW 42.17A.640) by Mayors and Business Leaders for Public Safety, Inc. or any subcontractor. Mayors and Business Leaders for Public Safety, Inc. may subcontract to provide these services.
- 2. TERM.** The term of this Agreement shall run to December 31, 2023. The parties may extend the term of this Agreement by executing a written amendment.
- 3. PAYMENTS.** Mayors and Business Leaders for Public Safety, Inc. will be paid by the city for services rendered under this agreement as described in the scope of services. In no event shall the compensation paid to consultant under this agreement exceed **Fifteen thousand and no/100 dollars (\$15,000.00)**. Any previous expenditures are ratified by this Agreement and subject to its terms.

The Mayors and Business Leaders for Public Safety, Inc. shall submit an annual accounting to the City for Services performed in the previous calendar year in a format acceptable to the City.

4.1 INDEMNITY.

Each party will be responsible for the acts and omissions of its employees and agents.

4.2 INSURANCE.

Both parties will maintain appropriate insurance.

- 4.3 LEGAL RELATIONS.** The Mayors and Business Leaders for Public Safety, Inc. shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement and ensure that any subcontractor also complies with such

laws.

4.4 INDEPENDENT CONTRACTOR.

The Mayors and Business Leaders for Public Safety, Inc. and the City understand and expressly agree that the Mayors and Business Leaders for Public Safety, Inc. is an independent contractor in the performance of each and every part of this Agreement. The Mayors and Business Leaders for Public Safety, Inc. is responsible for all work or services performed by subcontractors pursuant to the terms of this Agreement.

GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

CITY OF MARYSVILLE

Mayor Jon Nehring
501 Delta Avenue
Marysville, WA 98270

Notices to the Mayors and Business Leaders for Public Safety, Inc. shall be sent to the following address:

Mayors And Business Leaders For Public Safety, Inc.
Christopher D. Adams
3128 Colby Ave.
Everett, WA 98201

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Mayors and Business Leaders for Public Safety, Inc.

6.3 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.5 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.6 NO THIRD PARTY BENEFICIARIES. The City and Mayors and Business Leaders for Public Safety, Inc. are the only parties to this Contract and are the only parties entitled to enforce

its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

6.7 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.8 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2023.

MAYORS AND BUSINESS LEADERS FOR
PUBLIC SAFETY, INC.

By _____
_____(Name)
Its: _____(Title)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

ARTICLES OF INCORPORATION

OF

MAYORS AND BUSINESS LEADERS FOR PUBLIC SAFETY, INC.

The undersigned, in order to form a nonprofit corporation under Chapter 24.03A of the Revised Code of Washington, hereby signs and verifies the following Articles of Incorporation:

Article 1.

Name

The name of this corporation shall be the Mayors and Business Leaders for Public Safety, Inc.

Article 2.

Membership

This corporation shall have one class of members comprising of mayors and business leaders serving or based within Snohomish County as provided in the Bylaws.

The number, manner of selection, term of membership, qualifications for member selection, duties and responsibilities of members shall be provided in the Bylaws of the corporation.

Article 3.

Duration

The duration of the corporation shall be perpetual.

Article 4.
Purposes, Limitations and Powers

Section 1. Purposes. The purposes for which this corporation is organized are:

1.1 General. To operate exclusively for charitable, literary, or educational purposes, within the meaning of section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or any successor provision or code.

1.2 Specific. To promote social welfare by (1) developing and advocating for legislation, regulations, and government/community programs to improve the public safety of Snohomish County and (2) conducting research and publicizing the positions of elected officials and community business leaders concerning these issues.

Section 2. Limitations. The following limitations apply to the corporation:

2.1 This corporation is not organized for profit, and no part of the net earnings of this corporation shall inure to the benefit of any member of the Board of Directors or any other individual except that this corporation may make payments of reasonable compensation for services rendered.

2.2 The corporation shall not participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office to an extent that would disqualify it from tax exemption under section 501(c)(4) of the Internal Revenue Code. The corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

2.3 Notwithstanding any provision of these Articles of Incorporation, this corporation shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under section 501(c)(4) of the Internal Revenue Code of 1986, as now stated or as hereafter amended, or any successor code, or by organization contributions which are deductible under Section 170(c)(2) of such Code, as now stated or hereafter amended or any successor code.

Section 3. Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the corporation's Articles of Incorporation or Bylaws, the corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purpose set forth above or are necessary or

incidental to the powers so conferred or are conducive to the attainment of the corporation's purpose.

Article 5.
Limitation of Directors' Liability

To the fullest extent permitted by Washington law and subject to the Bylaws of this corporation, a director of this corporation shall not be liable to the corporation or its members (if any) for monetary damages for his or her conduct as a director. Any amendment to or repeal of this Article shall not adversely affect any right of a director of this corporation hereunder with respect to any acts or omissions of the director occurring prior to amendment or repeal.

Article 6.
Indemnification of Directors and Officers

To the fullest extent permitted by its Bylaws and Washington law, this corporation is authorized to indemnify its directors. The Board of Directors shall be entitled to determine the terms of indemnification, including advance of expenses, and to give effect thereto through the adoption of Bylaws, approval of agreements, or by any other manner approved by the Board of Directors. Any amendment to or repeal of this Article shall not adversely affect any right of a director with respect to any right to indemnification arising prior to such amendment or repeal.

Article 7.
Directors

Section 1. Board of Directors. The affairs of the corporation shall be managed by a Board of Directors consisting of its members.

The corporation shall have at least 3 directors. The actual number of directors, qualifications, terms of office, manner of election, time and place of meeting, and powers and duties of directors shall be fixed in accordance with the Bylaws.

Section 2. Names and Addresses of Directors. The names and addresses of the directors who will manage the affairs of the corporation until the first annual meeting of

the board of directors as provided in the Bylaws, and until their successors are elected and qualified are:

<u>Names</u>	<u>Address</u>
Cassie Franklin	2930 Wetmore Avenue, Suite 10-A Everett, WA 98201
Jon Nehring	1049 State Avenue Marysville, WA 98270

Article 8.
Funds and Assets

The Mayors and Business Leaders for Public Safety, Inc. shall use its funds only to accomplish the purposes stated in these Articles of Incorporation. Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the organization, the remaining assets shall be distributed in an equitable manner to, and only to, one or more charitable or social welfare organizations to be determined by the Board of Directors.

Article 9.
Stock

The corporation shall not have authority to issue capital stock.

Article 10.
Dissolution

In the event of the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(4) of the Internal Revenue Code, as now stated or as hereafter amended, or any successor code, preferably an organization of similar purpose within the state of Washington, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of Snohomish County, Washington, exclusively for such purposes of such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Article 11.
Registered Office and Agent

The name and address of the registered agent is Christopher D. Adams. The registered office address is 3128 Colby Avenue, Everett, WA 98201.

Article 12.
Amendments to Articles of Incorporation

These Articles may be altered, repealed, or rescinded by a two-thirds (2/3) vote of the members of its Board of Directors in good standing.

Article 13
Incorporator

The name and address of the incorporator is Cassie Franklin, Mayor of Everett.

Article 14.
Bylaws

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws of this corporation. The Bylaws shall govern the operation of this corporation unless any of the Bylaws conflict with these Articles of Incorporation, in which case the Articles of Incorporation shall control.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of July, 2022.

Cassie Franklin

BYLAWS
OF
MAYORS AND BUSINESS LEADERS FOR PUBLIC SAFETY, INC.

The following are Bylaws of Mayors and Business Leaders for Public Safety, Inc., a Washington non-profit corporation (the “Corporation”). These Bylaws provide for the governance of the Corporation.

Article I.
PURPOSES

1. Purposes. The purposes for which the Corporation is formed are to operate to promote social welfare by developing and advocating for legislation, regulations, and government/community programs to improve the public safety of Snohomish County and to conduct research and publicize the positions of elected officials and community business leaders concerning these issues for the benefit of the Snohomish County community.

Article II.
OFFICES AND REGISTERED AGENT

1. Principal Office. The principal office of the Corporation and such other offices as it may establish shall be located at such place or places designated by the Board of Directors.

2. Registered Office. The Corporation shall continuously maintain a registered office within Snohomish County.

3. Registered Agent. The Corporation shall continuously maintain a registered agent in compliance with Chapter 24.03A.110 of the Revised Code of Washington within Snohomish County.

Article III.
MEMBERS

Any mayor, business leader, or other community group leader in Snohomish County who provides support or assistance to the Corporation may be designated as a “member” or other similar title as determined by the Board of Directors.

Article IV.
BOARD OF DIRECTORS

1. General Powers and Duties. Management of the affairs of the Corporation shall be vested in its Board of Directors. The Board of Directors shall possess, and may exercise, any and all powers granted to the Corporation in its Articles of Incorporation, subject to the limitations set forth in the Articles.

2. Number. The number of directors shall be fixed by resolution of the Board of Directors but shall not be less than three (3) nor more than seventeen (17).

3. Qualifications. Directors must represent a municipality or business operation based in Snohomish County, Washington. No person shall serve as a director of the Corporation if they have a direct or indirect personal or financial relationship which would materially impair their ability to act solely in the interests of the Corporation ("Conflict of Interest"). Whenever a director has a direct or indirect and/or personal or financial conflict of interest in a particular transaction or other decision to come before the Board of Directors, they shall disclose such personal and/or financial conflict of interest to the Board of Directors, which shall take such action, including disqualification, as it determines to be appropriate.

4. Election. Prospective directors shall be nominated by a present director on the Board of Directors. The Board of Directors will then confirm the director nominee's position on the Board of Directors by a majority vote.

5. Terms. Directors shall serve a term of one (1) year. Otherwise, the term of office of any individual director shall terminate upon the effective date of their resignation, which may be made at any time by giving notice thereof in writing; upon their death; or upon a vote of a majority of Board of Directors to remove the individual from office. New directors shall be elected to the Board of Directors by a majority vote of the Board of Directors. A director may succeed themselves.

6. Quorum; Voting. One-half (1/2) of the entire membership of the Board of Directors then in office shall constitute a quorum for the transaction of any business. In no case shall a quorum consist of less than two (2) Directors. In the absence of a quorum, a majority of those members present may adjourn the meeting. The affirmative vote of a majority of the directors present at a Board of Directors meeting at which a quorum is present shall be necessary and sufficient to the making of decisions by the Board of Directors. Each director shall have one (1) vote. All voting at meetings shall be done personally and no proxy voting shall be allowed.

7. Meetings. Regular meetings shall occur bimonthly. Details of each meeting, including time, duration, location, content, and purpose shall be disseminated by the officers prior to the meeting.

8. Notice. At least ten (10) days' notice shall be given to each director of a regular meeting of the Board of Directors, provided that the Corporation may provide a single notice of all regularly scheduled meetings for that year without having to give notice of each meeting individually. A special meeting of the Board of Directors may be held upon notice of two (2) days. Notice of a meeting of the Board of Directors shall specify the date, time, and place of the meeting, but except as provided in Article IX of these Bylaws (relating to amendment of the Articles and Bylaws), need not specify the purpose for the meeting or the business to be conducted. Notice must be either delivered personally to each director or mailed (including the sending of a fax, or electronic mail) to their address on record with the Corporation. If such notice is given by mail, it shall be deemed delivered when deposited in the United States mail properly addressed and with postage prepaid thereon. If such notice is given by fax or electronic mail, it shall be deemed delivered when transmitted. Notwithstanding the foregoing, a director may waive notice of any regular or special meetings of the Board of Directors by written statement filed with the Board of Directors, or by oral statement at any such meeting. Attendance at a meeting of the Board of Directors shall also constitute a waiver of notice, except where a director states that they are attending for the purpose of objecting to the conduct of business on the ground that the meeting was not lawfully called or convened.

9. Unanimous Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, provided all directors consent in writing and set forth in the same writing the action or decision taken or made. Consent in writing shall have the same force and effect as a unanimous vote and may be described as such in any document executed by or on behalf of the Corporation.

10. Compensation. No director shall be compensated for their service as a director, unless otherwise decided by the Board of Directors. Directors may be reimbursed for expenses incurred for the purposes of participating in meetings of the Board of Directors and while otherwise acting on behalf of the Corporation.

11. Teleconferencing. One or more directors may participate in a meeting by means of a conference telephone or similar communications equipment through which all directors participating in the meeting can speak to and hear each other at the same time provided that each person entitled to participate in the meeting consents to the meeting being held by such means. Participation by such means shall constitute presence in person at the meeting.

Article V.
COMMITTEES

The Board of Directors may create committees consisting of directors or other persons, which committees shall have such authority as the Board of Directors and these Bylaws direct; provided that any committee that includes persons other than directors may not exercise any powers of the Board of Directors. And provided further that no committee shall have the authority to alter or amend these Bylaws; to remove or appoint members of the Board of Directors; to elect or remove the officers or executive director, if any; to fill vacancies on a committee created under this Article V; to authorize distributions; or to adopt an annual budget.

Article VI.
OFFICERS

1. Officers. The officers of the Corporation shall consist of a President, Vice President, Treasurer, Secretary, and such other officers and assistant officers as the Board of Directors may from time to time elect. The duties of any such officers and assistant officers shall be fixed by the Board of Directors, or by the President if authorized to do so by the Board of Directors.

2. Terms. The officers shall be elected by the Board of Directors and shall hold office for a one (1) year term from the effective date of their election. An individual may serve as an Officer for succeeding terms without limitation. The term of office of any officer shall terminate upon the effective date of their resignation submitted orally or in writing to the Board of Directors; upon their death; or upon a majority vote of the Board of Directors to remove them from office.

3. Qualifications. Officers may, but need not be, directors of the Corporation.

4. General Powers and Duties. The duties and powers of the Officers of the Corporation shall be as provided in these Bylaws or (except to the extent they are inconsistent with these Bylaws) shall be those customarily exercised by corporate officers holding such offices.

5. President. The President shall act as the chief executive officer of the Corporation, shall supervise all the affairs of the Corporation in accordance with policies and directives approved by the Board of Directors, shall serve as chair of the Board of Directors, and shall perform such other duties as the Board of Directors may from time to time prescribe. The President shall have the power to change the registered agent and registered office of the Corporation with majority approval from the other officers.

6. Vice President. The Vice President shall assist the President in all duties and preside over meetings in the absence of the President. The Vice President shall act as the main liaison between the officers and the committee chairs.

7. Secretary. The Secretary shall record or cause to be recorded all votes and minutes of all proceedings of the Board of Directors. They shall give or cause to be given notice of all meetings and shall perform such other duties as may be prescribed by the Board of Directors or the President.

8. Treasurer. The Treasurer shall keep or cause to be kept full and accurate account of the receipts and disbursements of the Corporation and shall deposit or cause to be deposited all moneys and other assets in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. They shall disburse or cause to be disbursed corporate funds, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors, upon request, an accounting of all their transactions as Treasurer and of the financial condition of the Corporation. They shall also perform such other duties as the Board of Directors may prescribe.

9. Inspections. Both the Secretary and Treasurer shall permit any director or their duly authorized attorney to inspect all books and records of the Corporation, for any proper purpose at any reasonable time.

Article VII. **INDEMNIFICATION**

To the full extent permitted by the Washington Business Corporation Act and the Articles of Incorporation, the Corporation shall indemnify any director, officer, or person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the right of the Corporation or otherwise) by reason of fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, against expenses (including attorneys' fees and costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding. The Board of Directors may, at any time, approve indemnification of any other person, officer, employee, etc. which the Corporation has the power to indemnify under the Washington Business Corporation Act.

Notwithstanding the above, nothing herein shall eliminate or limit the liability of a director for acts or omissions that involve intentional misconduct by a director or a knowing violation of law by a director, for conduct violating RCW 23B.08.310, or for any

transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract.

Article VIII.
MISCELLANEOUS PROVISIONS

1. Fiscal Year. The annual accounting period of the Corporation shall begin on August 1st of each year, unless changed by the Board of Directors.

2. Checks. All checks, drafts, or other orders for the payment of money shall be signed by such Officer or Officers or such other person or persons as the Board of Directors may from time to time designate.

3. Contracts. All contracts, notes, or other evidence of indebtedness, and leases of space for the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

4. Records. The Corporation shall keep as permanent records minutes of all meetings of its Board of Directors, and any designated body, a record of all actions taken by the Board of Directors, or members of a designated body without a meeting, and a record of all actions taken by a committee of the Board of Directors or a designated body on behalf of the Corporation. The Corporation shall keep a copy of the following records at its principal office: (1) Articles of Incorporation or restated Articles of Incorporation and all amendments to them currently in effect; (2) these Bylaws or restated bylaws and all amendments to them currently in effect; (3) minutes and records described in this section for the past three (3) years; and (4) a list of the names and addresses of its current directors and officers.

5. Robert's Rules of Order. Robert's Rules of Order shall govern the proceedings of all meetings of the Corporation and its membership, Board of Directors, and committees except where otherwise provided in the Articles of Incorporation and Bylaws.

6. Funding. Fundraising for this organization shall be done by city contributions, private sector contributions, and other contributions provided.

7. Consultant Facilitation. The Corporation may, from time to time, contract consulting resources including city administrative resources/staff, public relations firms,

full-time/part-time staff, in addition to federal/state/local advocacy groups as the Board of Directors sees fit.

Article IX.
AMENDMENTS

1. Amendments to Bylaws. The Bylaws may be altered or amended, or new Bylaws may be adopted, at any meeting of the Board of Directors, by a vote of a majority of the directors in office, provided that at least ten (10) days' written notice is given of the intention to take such action at such meeting.

2. Amendments to Articles. The Articles of Incorporation may be altered or amended, or new Articles may be adopted, at any meeting of the Board of Directors, by a vote of a majority of the directors in office, provided that at least ten (10) days written notice is given of the intention to take such action at such meeting.

Article X.
EFFECTIVE DATE

These bylaws shall be effective upon adoption by a majority vote of the members present of the initial Board of Directors.

Adopted on the ____ day of July, 2022.

Cassie Franklin

Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Contract Award with FieldTurf USA, Inc. for the Strawberry Fields Turf Project *

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to execute the contract with FieldTurf USA, Inc. in the amount of \$1,664,535.64 to install an artificial turf soccer field and approve a management reserve of \$166,453.56 for a total allocation of \$1,830,989.20.

SUMMARY:

This action would authorize the contract with FieldTurf USA, Inc. for the installation of a synthetic turf field at the Strawberry Fields Athletic Complex. This contract is made through the cooperative purchasing contracts available from Sourcewell (Contract #031622-FTU) for government entities.

Procurement was conducted by Sourcewell through a competitive solicitation process for Artificial Turf and Tracks with Installation. City staff reviewed the Sourcewell’s proposal evaluation and selected FieldTurf based on their pricing, ability to deliver service and warranty. References have been checked and found to be satisfactory.

The City’s contract with FieldTurf USA, Inc. supplements Sourcewell Contract #031622-FTU to ensure additional City-required terms. FieldTurf’s quote dated January 31st, 2023 in the amount of \$1,664,535.64, including WSST, converts Field #2 from a natural grass soccer field to a synthetic turf soccer field. This work also includes new bleachers, team benches and security fencing.

Staff also requests approval of a 10% management reserve, or \$166,453.56, for a total allocation of \$1,830,989.20.

Contract Bid:	\$1,664,535.64
<u>Management Reserve:</u>	<u>\$ 166,453.56</u>
Total:	\$1,830,989.20
Snohomish County Grant:	\$1,000,000.00
<u>Amazon Grant:</u>	<u>\$ 140,000.00</u>
Total Cost to the City:	\$ 690,989.20

ATTACHMENTS:

[Field Turf USA_CONTRACT_Strawberry Fields Athletic Complex_combined.pdf](#)

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and FieldTurf USA, Inc., a corporation, organized under the laws of the state of Florida, located and doing business at 175 N. Industrial Blvd., N.E., Calhoun, GA 30701 (the “Contractor”).

WHEREAS, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Strawberry Fields Turf, P2201 Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than 92 working days of the effective date of the Notice to Proceed.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.

- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.
- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

- a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Million Six Hundred and Sixty Four Thousand Five Hundred and Thirty Five Dollars and Sixty Four Cents (\$1,664,535.64) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.
- b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).
- c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.
- d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the

City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the most recent edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference and includes Marysville Special Provision 1-08.9(1) included in Exhibit B. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract

Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor’s Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following

website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials) DG (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

m. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the required insurance shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City’s Contract Representative, Nick Loutsis, E.I.T., and shall be administered for the Contractor by the Contractor’s Contract Representative, Patrick Dawson. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Nick Loutsis, E.I.T., Project Engineer
 City of Marysville
 501 Delta Ave
 Marysville, WA 98270

To Contractor: Patrick Dawson
 7445 Cote-de-Liesse Suite 200
 Montreal Quebec H4T 1G2 Canada
 patrick.dawson@fieldturf.com

18. Conflict and Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

A waiver by either party of a breach by the other party of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

28. Force Majeure.

Neither the City nor the Contractor will be considered in default of any obligations under this Contract to the extent that performance is delayed or rendered impossible by causes beyond the reasonable control of the affected party, including but not limited to acts of God or a public enemy, expropriation or confiscation of facilities by governmental or military authorities, changes in laws, war, acts of terrorism, rebellion, sabotage or riots, explosion, fire, storm, flood, pandemic, strikes, walkouts, or other industrial disturbances, provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this 7th day of February, 2023.

 (CONTRACTOR)

By: Darren Gill (Name)
Its: Executive Vice President (Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents

PRICING PROPOSAL

STRAWBERRY FIELDS ATHLETIC COMPLEX

Attn: [Nick Loutsis](#), Project Engineer City of Marysville

January 31, 2023

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 031622-FTU.



Click on the following Sourcewell hyperlink for contract due diligence documentation: [Sourcewell](#)

BASE BID

FIELD NAME	Strawberry Fields – Synthetic Field 2
TURF SYSTEM	Vertex Prestige 2.25"
FIELD SQUARE FOOTAGE	75,900 SF
FIELD MARKINGS	Soccer
Sitework	\$1,118,330.40
Synthetic Turf Surfacing	\$399,094.00
Performance & Payment Bonds	\$23,107.98
Goodwill Discount	\$(19,019.00)
TOTAL PRICE	\$1,521,513.38
WSST @ 9.4%	\$143,022.26
TOTAL w/ WSST	\$1,664,535.64

The scope of the project is define in the Project Manual Dated January 25, 2023 and Plans dated December 23rd, 2022 for the Strawberry Fields Turf Conversion Project.

EXHIBIT B

1-08.9(1) – Value of Liquidated Damages

(November 23, 2022 Marysville SP)

Section 1-08.9 of the most recent version of the Standard Specifications for Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation is supplemented with the following.

The value of any liquidated damages is calculated according to the following formula.

$$LD = \frac{0.10 \times C}{T}$$

Where:

- LD = liquidated damages per working day (rounded to the nearest dollar)
- C = original Contract amount
- T = original time for Physical Completion



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED FieldTurf USA Inc c/o Sports Division Tarkett Inc. 7445 Cote-de-Liesse Road, Suite 200 Montreal, QC H4T 1G2 CAN	INSURER A: XL Insurance America Inc	NAIC # 24554
	INSURER B: Travelers Property Casualty Company of Ame	25674
	INSURER C: Travelers Indemnity Company of America	25666
	INSURER D: The Charter Oak Fire Insurance Company	25615
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W28045074

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00010327LI22A	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-823K312A-TIL-22	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	UB-8P793534-22-51-K	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Workers Compensation & Employer's Liability <input type="checkbox"/> Work Comp - Per Statute			UB-8P760619-22-51-R	05/01/2022	05/01/2023	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000 E.L. Disease-Each Emp \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project - Strawberry Fields Athletic Complex Field 2-00028675

WC Policies:

Policy # UB-8P793534-22-51-K - covers all other states.

Policy # UB-8P760619-22-51-R - covers AZ, MA, OR, WI only.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

City of Marysville
501 Delta Avenue
Marysville, WA 98270

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED FieldTurf USA Inc c/o Sports Division Tarkett Inc. 7445 Cote-de-Liesse Road, Suite 200 Montreal, QC H4T 1G2 CAN	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Marysville ("City"), the Contracting Agency and its officers, elected officials, employees, agents, and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability policy, as respects to the liability arising out of ongoing and completed operations performed on the project specified in the construction contract for the period of time required within the contract.

It is further agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by the Additional Insureds, where required by written contract executed prior to loss and permitted by law.

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
 POLICY NUMBER: QT-660-6487N957-TIL-22 EFF DATE: 05/01/2022 EXP DATE: 05/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Leased/Rented Equipment	Max Limit Per Item	\$200,000
	Deductible	\$1,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.</p>	<p>As required per written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

As required per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED-PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II.**

2. The following is added to Paragraph **B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

ENDORSEMENT

This endorsement, effective 12:01 a.m., May 01, 2022 forms a part of Policy No. US00010327LI22A issued to Tarkett Finance Inc. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As required by a written contract or written agreement. All certificate holders on file with the Insured.		30 All other 10 for nonpayment

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB-8P793534-22-51-K

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX-CONDITIONS:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below, If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
<p>NAME: ANY PERSON ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:</p> <p>1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND</p> <p>2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.</p> <p>ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.</p>	30



ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER:UB-8P793534-22-51-K

Name and Address of Designated Persons or Organizations:

Number of
Days Notice



ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB-8P793534-22-51-K

Name and Address of Designated Persons or Organizations: Number of
Days Notice

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
05/01/22		Premium\$
Insured		

Insurance Company Countersigned by _____

DATE OF ISSUE: 05-01-22 STASSIGN:

Page 3 of 3

January 25, 2023

City of Marysville, WA
Strawberry Fields Turf Conversion

Project Manual

RWD Landscape Architects
4405 7th Avenue, SE
Lacey, WA 98503
360.456.3813
bob@rwdroll.com

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 00 Table of Contents 2 Pages
00 73 16 Insurance Requirements 4 pages

DIVISION 1 - - GENERAL REQUIREMENTS

01 10 00 Summary of Work 5 pages
01 16 00 Regulatory Requirements 2 pages
01 20 00 Measurement & Payment 4 pages
01 25 13 Substitutions and Product Options 3 pages
01 26 00 Modifications and Change Orders..... 3 pages
01 29 73 Schedule of Values..... 2 pages
01 29 76 Application for Payment 2 pages
01 32 00 Project Schedules 2 pages
01 33 00 Submittal Procedures..... 3 pages
01 45 00 Quality Control..... 2 pages
01 50 00 Temporary Facilities and Controls 2 pages
01 50 50 Mobilization and Demobilization..... 1 page
01 57 13 Temporary Erosion And Sedimentation Control..... 4 pages
01 57 20 Environmental Pollution Control 10 pages
01 70 00 Execution and Closeout Requirements..... 6 pages
01 71 23 Field Engineering by Contractors..... 3 pages
01 78 00 Operation and Maintenance Data 2 pages
01 78 39 Project Record Documents 2 pages

DIVISION 2 - - EXISTING CONDITIONS

02 10 00 Standard Specifications 2 pages
02 20 00 CAD File Request Form..... 1 page
02 41 20 Demolition..... 4 pages
02 41 30 Selective Natural Turf Removal..... 4 pages
02 41 50 Cutting & Patching 3 pages

DIVISION 3 -- -CONCRETE

03 00 00 Cast-in-Place Concrete 3 pages
03 31 00 Concrete Formwork..... 4 pages
03 31 10 Concrete Reinforcement..... 2 pages
03 31 20 Portland Cement Concrete Paving 4 pages

STRAWBERRY FIELDS TURF CONVERSION
SECTION 00 01 00
TABLE OF CONTENTS

03 31 40 Concrete Curing 2 pages

DIVISION 11 -- EQUIPMENT

11 33 23 Athletic Field Equipment 3 pages

DIVISION 31 -- EARTHWORK

31 20 00 Earthwork 10 pages

31 40 00 Topsoil Placement & Landscape Grading 5 pages

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 11 00 Paving & Surfacing 5 pages

32 13 00 Permeable Aggregate 6 pages

32 13 10 Synthetic Turf..... 9 pages

32 31 13 Chain Link Fencing..... 5 pages

32 31 25 Chain Link Sliding Gate..... 3 pages

32 33 00 Site Furnishings..... 4 pages

32 40 00 Exterior Bleachers 4 pages

32 84 00 Irrigation..... 10 pages

32 92 00 Sod and Seeding 8 pages

DIVISION 33 -- UTILITIES

33 42 00 Subsurface Drainage System..... 6 pages

APPENDICES

Appendix A..... Geotechnical Engineering Memo

Appendix B..... Existing Subsurface Drainage

PERMITS

- SEPA DNS
- Site Development Permit

END OF TABLE OF CONTENTS

1 PART 1. GENERAL

2 1.01 SCOPE

- 3
4 A. The work specified in this Section contains information pertaining to specific insurance
5 requirements.

6 1.02 GENERAL REQUIREMENTS

- 7
8 A. The Contractor shall procure and maintain the insurance described in all subsections of these
9 Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and
10 licensed to do business in the State of Washington. The Contracting Agency reserves the right to
11 approve or reject the insurance provided, based on the insurer's financial condition.
12
13 B. The Contractor shall keep this insurance in force without interruption from the commencement of
14 the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical
15 Completion date, unless otherwise indicated below.
16
17 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
18 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
19 state that coverage is claims made, and state the retroactive date. Claims-made form coverage
20 shall be maintained by the Contractor for a minimum of 36 months following the Completion
21 Date or earlier termination of this Contract, and the Contractor shall annually provide the
22 Contracting Agency with proof of renewal. If renewal of the claims made form of coverage
23 becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended
24 reporting period ("tail") or execute another form of guarantee acceptable to the Contracting
25 Agency to assure financial responsibility for liability for services performed.
26
27 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
28 Liability insurance policies shall be primary and non-contributory insurance as respects the
29 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,
30 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be
31 excess of the Contractor's insurance and shall not contribute with it.
32
33 E. The Contractor shall provide the Contracting Agency and all additional insureds with written
34 notice of any policy cancellation, within two business days of their receipt of such notice.
35
36 F. The Contractor shall not begin work under the Contract until the required insurance has been
37 obtained and approved by the Contracting Agency
38
39 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
40 material breach of contract, upon which the Contracting Agency may, after giving five business
41 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its
42 discretion, procure or renew such insurance and pay any and all premiums in connection
43 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at
44 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the
45 Contracting Agency.
46

STRAWBERRY FIELD TURF CONVERSION
SECTION 00 73 16
INSURANCE REQUIREMENTS

1 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the
2 Contract and no additional payment will be made.

3 1.03 ADDITIONAL INSURED

4
5 A. All insurance policies, with the exception of Workers Compensation, and of Professional
6 Liability and Builder's Risk (if required by this Contract) shall name the following listed entities
7 as additional insured(s) using the forms or endorsements required herein:

8 - the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
9

10 B. The above-listed entities shall be additional insured(s) for the full available limits of liability
11 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor
12 are greater than those required by this Contract, and irrespective of whether the Certificate of
13 Insurance provided by the Contractor pursuant to 1-05 herein describes limits lower than those
14 maintained by the Contractor.
15

16 C. For Commercial General Liability insurance coverage, the required additional insured
17 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and
18 CG 20 37 10 01 for completed operations.

19 1.04 SUBCONTRACTORS

20
21 A. The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that
22 complies with all applicable requirements of the Contractor-provided insurance as set forth
23 herein, except the Contractor shall have sole responsibility for determining the limits of coverage
24 required to be obtained by Subcontractors.
25

26 B. The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-03
27 herein as additional insureds, and provide proof of such on the policies as required by that section
28 as detailed in 1-03 herein using an endorsement as least as broad as ISO CG 20 10 10 01 for
29 ongoing operations and CG 20 37 10 01 for completed operations.
30

31 C. Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
32 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of
33 every tier as required in 1-05 Verification of Coverage.

34 1.05 VERIFICATION OF COVERAGE

35
36 A. The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
37 endorsements for each policy of insurance meeting the requirements set forth herein when the
38 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand
39 such verification of coverage with these insurance requirements or failure of Contracting Agency
40 to identify a deficiency from the insurance documentation provided shall not be construed as a
41 waiver of Contractor's obligation to maintain such insurance.
42

43 B. Verification of coverage shall include:

STRAWBERRY FIELD TURF CONVERSION
SECTION 00 73 16
INSURANCE REQUIREMENTS

- 1 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 2 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
- 3 03 herein as additional insured(s), showing the policy number. The Contractor may
- 4 submit a copy of any blanket additional insured clause from its policies instead of a
- 5 separate endorsement.
- 6 3. Any other amendatory endorsements to show the coverage required herein.
- 7 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
- 8 these requirements – actual endorsements must be submitted.

9
10 C. Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
11 a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this
12 Project, a full and certified copy of that policy is required when the Contractor delivers the signed
13 Contract for the work.

14 1.06 COVERAGES AND LIMITS

- 15
16 A. The insurance shall provide the minimum coverages and limits set forth below. Contractor's
17 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
18 construed to limit the liability of the Contractor to the coverage provided by such insurance, or
19 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.
20
21 B. All deductibles and self-insured retentions must be disclosed and are subject to approval by the
22 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
23 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
24 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-
25 insured retention shall be the responsibility of the Contractor.

26 1.07 COMMERCIAL GENERAL LIABILITY

- 27
28 A. Commercial General Liability insurance shall be written on coverage forms at least as broad as
29 ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
30 operations, stop gap liability, independent contractors, products-completed operations, personal
31 and advertising injury, and liability assumed under an insured contract. There shall be no
32 exclusion for liability arising from explosion, collapse or underground property damage.
33
34 B. The Commercial General Liability insurance shall be endorsed to provide a per project general
35 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
36
37 C. Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
38 completed operations for at least three years following Substantial Completion of the Work.
39
40 D. Such policy must provide the following minimum limits:
41 \$1,000,000 Each Occurrence
42 \$2,000,000 General Aggregate
43 \$2,000,000 Products & Completed Operations Aggregate

1 PART 1 GENERAL

2
3 1.01 DESCRIPTION

- 4
5 A. This contract includes work, as described below. The descriptions are summarized and
6 may not include specific reference to all incidental work elements required to complete
7 the contract. All labor, materials, equipment, and incidentals required for completion of
8 the work as shown on the Drawings and specified herein shall be included as part of this
9 Unit Price and Lump Sum contract.

10
11 This Project includes the work necessary to convert Field 2 at Strawberry Fields Park
12 from natural grass to synthetic turf. This work includes grubbing, excavation, subsurface
13 drainage, crushed aggregates, concrete curbs and pavements, fencing, and synthetic turf.

- 14
15 B. Project work includes all vertical and horizontal surveying and staking to lines and grades
16 shown on Drawings.

17
18 1.02 CONTRACTS

- 19
20 A. There will be one Contract for the project, which includes the Work described in the
21 Project Manual and Drawings.
22
23 B. The Contractor shall provide all items, articles, materials, operations or methods listed,
24 noted or scheduled on the Drawings and/or herein, including all labor, equipment and
25 incidentals necessary and required for proper and timely completion of the Work.
26 Contractor shall use new materials unless specifically noted or directed.
27
28 C. The Contractor shall employ only fit and skilled persons and maintain proper order at the
29 place of work and shall maintain the Project Site as a safe and secure work place
30 conforming to all applicable codes and regulations.

31
32 1.03 USE OF DOCUMENTS

- 33
34 A. Technical Specifications are enumerated in the Table of Contents of the Project Manual.
35 Numbering of Sections is for identification only and may not be consecutive. Contractor
36 shall check his/her copies of the Specifications with Table of Contents to verify that they
37 are complete. Notify the Owner of incomplete copies.

38
39 1.04 COPIES FURNISHED

- 40
41 A. The Contractor shall be furnished five (5) copies of the Contract Documents without
42 charge. Contractor may obtain additional partial or complete copies from the Owner at
43 the cost of reproduction.

44
45 1.05 Contractor's Use of Premises

- 46
47 A. Contractor shall limit his/her use of the premises for work and for storage, to allow for
48 Owner access.
49
50 B. Coordinate the use of the premises under the direction of the Owner.

- 1
2 C. The Contractor shall notify the Owner at least five days in advance of any proposed water
3 system shutdowns.
4
5 D. The Contractor shall allow representatives of the funding and regulatory agencies access
6 to the project site at all times.
7
8 E. Assume full responsibility for the protection and safekeeping of products under this
9 Contract, stored on the site.
10
11 F. Move any stored products, under the Contractor's control, which interfere with operations
12 of the Owner.
13

14 1.06 CONSTRUCTION ACCESS AND STAGING AREAS
15

- 16 A. Coordinate use of the site with the Engineer prior to utilization of area. Providing fencing
17 and barriers is the Contractor's responsibility. Submittals as required in the General
18 Conditions.
19
20 B. Contractor shall protect all open space that is not being modified by the contract. In the
21 event these areas are damaged, the Contractor shall repair and restore them to original
22 condition or better at the Contractor's expense.
23

24 1.07 SALVAGED MATERIALS
25

- 26 A. Salvage only items that are noted in the Contract Documents.
27

28 1.08 STORAGE AND PROTECTION
29

- 30 A. Store products per manufacturer's instructions; seals and labels intact and legible.
31 1. Store products subject to damage by the elements in weather tight enclosures.
32 2. Maintain temperature and humidity within the ranges required by the
33 manufacturer's instructions.
34 3. Storage of hazardous materials and wastes shall be in accordance with local,
35 State, and Federal fire codes and regulations and as specified.
36 4. Note requirements on Materials Safety Data Sheets (MSDSs).
37
38 B. Exterior Storage:
39 1. Store fabricated products above ground. Position on blocking or skids; prevent
40 soiling or staining. Cover products subject to deterioration with impervious sheet
41 coverings. Provide adequate ventilation to avoid condensation.
42 2. Store loose granular materials in well-drained areas on solid surfaces. Prevent
43 mixing with foreign matter.
44

45 1.09 SAFETY PRECAUTIONS
46

- 47 A. The implementation of any measures required to protect the environment shall supersede
48 any order of work designated within these Specifications. The Contractor shall meet the
49 conditions as outlined in any and all permits and requirements of the Federal, State,
50 County, and City regulatory agencies.

- 1
2 B. The Contractor shall provide barricades, safety guards, temporary fencing, signage,
3 and/or other methods to secure trenches, open excavations, and other unsafe conditions
4 resulting from this construction.
5

6 1.10 PRECONSTRUCTION PHOTOS
7

- 8 A. Contractor shall thoroughly document the entire project site with photographs prior to
9 beginning any construction activities. Provide copies of the photos to the Owner prior to
10 beginning work. Contractor shall keep their own copies of the photos on file throughout
11 the term of the Contract.
12

13 1.11 EXISTING UTILITIES
14

- 15 A. Contractor shall verify the location of all underground utilities before beginning work.
16 Call Utilities Location Service at (800) 424-5555 for location of utilities in the R.O.W.
17 An independent utilities location service, Utilities Inc. (392-6412) or approved equal,
18 may be contracted with by the Contractor. Contractor shall assume all responsibility for
19 damage to utilities not scheduled for removal. In the event that utilities are damaged, the
20 Contractor shall repair and restore utilities to the original condition at the Contractor's
21 expense.
22

23 1.12 MISCELLANEOUS
24

- 25 A. Items included, but are not limited to:
26
27 1. Not unreasonably encumbering site with materials or equipment.
28 2. Ensuring adequate tree protection at all times.
29 3. Assuming full responsibility for protection and safekeeping of products stored
30 on- premises.
31 4. Obtaining and paying for the use of additional storage or work areas needed for
32 operation.
33 5. Patching any damaged existing paving on adjacent properties.
34 6. Keeping roads and area clean of dirt and other debris.
35

36 PART 2. PRODUCTS

37 (Not Used)
38

39 PART 3. EXECUTION

40 (Not Used)
41

42 END OF SECTION

1 PART 1. GENERAL

2
3 1.01 SCOPE

- 4
5 A. The work specified in this Section contains information pertaining to permits and licenses,
6 and the use of private property.

7
8 1.02 PERMITS AND LICENSES

9
10 The Owner will be responsible for obtaining the following approvals and permits, and will pay
11 the fees associated with the application and procurement of such approvals and permits. The
12 Contractor is advised to become familiar with these approvals and permits necessary for this
13 project. The Contractor shall comply with all conditions of each approval/permit as the conditions
14 were detailed herein.

- 15
16 A. City of Marysville Land Use Application (applied and paid for by Owner, obtained by
17 Contractor)
18
19 B. City of Marysville Grading Permit (applied and paid for by Owner, obtained by Contractor)

20
21 1.03 USE OF PRIVATE PROPERTY

- 22
23 A. The Contractor shall be responsible for all conditions of any arrangements the Contractor
24 makes for the use of any privately owned property.
25
26 B. In the event any dispute occurs and claims for damages are filed by the property owners, the
27 Owner will request that the Contractor give evidence that he has requested his insurance
28 company to make personal contact with the claimants. Any settlement for insurance claims
29 shall be strictly an act restricted to the claimant, the Contractor, and his insurance company.
30
31 C. The Contractor is advised that in the event of any property damage, the Owner reserves the
32 right to withhold monies to protect the property owner.

33
34 1.04 PROPERTY RELEASE FORMS

- 35
36 A. The Contractor shall be held responsible for acquiring signed property release forms, in the
37 format provided on the following page, for all properties that have been disturbed or damaged
38 by the Contractor's operations, or utilized by the Contractor for staging, storing, or
39 stockpiling of materials or equipment.
40
41 B. This work shall include submitting the form(s), as further shown herein, by certified mail to
42 each property owner affected and further including therein a self-addressed stamped envelope
43 for the property owner's use. The enclosed self-addressed envelope shall be addressed to:
44 Nick Loutsis, E.I.T., City of Marysville, 501 Delta Avenue, Marysville, Washington 98270.
45 Contractor shall provide evidence of all certified mailings.
46

47
48 END OF SECTION

1 PART 1 – GENERAL

2
3 1.01 SUMMARY

- 4
5 A. This section describes Measurement and Payment for this Project.

6
7 1.02 SCHEDULE OF VALUES

- 8
9 A. The Contractor shall submit a preliminary Schedule of Values to the Owner. After
10 receiving comments by the Owner, the Contractor shall submit a final Schedule of Values
11 prior to submitting first Application for Payment.
12
13 B. The Schedule of Values shall assign a fair, reasonable, and equitable dollar value for
14 major activities on the Contractor's construction schedule submitted pursuant to the
15 requirements of the Contract Documents. In addition, a detailed breakdown of lump sum
16 prices shall be included in the Schedule of Values.
17
18 C. The Schedule of Values shall specifically indicate furnished and installed cost for every
19 major activity of Work.
20
21 D. Each activity's assigned value shall consist of labor, equipment and materials cost, and a
22 pro rata contribution to overhead and profit. Breakdown shall be so organized as to
23 facilitate assessment of work and payment of subcontractors.
24
25 E. The sum of the assigned values shall equal the lump sum price of the activity.

26
27 1.03 MEASUREMENT

- 28
29 A. Measurement for all items shall be as indicated in these Specifications for unit price and
30 lump sum price bid items. Bid items are outlined in detail in this section and listed in the
31 Schedule of Values provided by Contractor.
32

33 1.04 PAYMENT

- 34
35 A. Payment for all work will be made at the contract unit price or lump sum price as
36 indicated in the Contractor's Schedule of Values, payment of which shall constitute full
37 compensation, for a complete installation.
38

39 1.05 DESCRIPTION OF BID ITEMS

- 40
41 A. The following is a list of bid items for the project. The contract price for each item
42 constitutes full compensation for furnishing all equipment, labor, materials,
43 appurtenances, and incidentals and performing all operations necessary to construct and
44 complete the various bid items in accordance with the Contract Documents. Payment for
45 each item shall be considered as full compensation, notwithstanding that minor features
46 may not be mentioned herein. Work paid for under one item will not be paid for under
47 any other item. If a particular item of work shown on the Drawings or described in
48 Specifications is not described in a specific bid item, this item of work shall be
49 considered as incidental to the work and the costs for this work shall be merged into the
50 various respective unit price and lump sum bid items.

1. TRENCH EXCAVATION SAFETY SYSTEMS

- a. Measurement: Will be measured by lump sum.
- b. Payment: The lump sum contract price for TRENCH EXCAVATION SAFETY SYSTEMS shall include all costs for the labor, materials, and equipment required to provide sheeting, shoring, and bracing of trenches and open excavations as required to meet the Washington Industrial Safety and Health Act, Chapter 49.17 RCW if the Contractor determines Trench Excavation Safety Systems are required in the completion of this Contract. These costs shall not be considered incidental to any other bid item.

2. GENERAL CONDITIONS/BONDS/INSURANCE

- a. Measurement will be determined prior to commencing any work under this pay item and shall be for items such as performance bond, payment bond, and insurance. This amount will be determined by Contractor's submittal of receipts and invoices for these General Conditions items for this Project only.
- b. Payment: The Lump Sum contract price for DEMOLITION shall include all General Conditions costs required to complete all of the work defined in the Project Manual and not included in any other Bid Item.

3. MINOR CHANGES

- a. Measurement: Will be negotiated prior to commencing any such work under this pay item and shall be for items such as work to remedy unforeseen conditions, utility conflicts, minor landscaping, minor drainage improvements, or special surface restoration.
- b. Payment: Payment or credits for changes amounting to \$10,000.00 or less may be made under the Bid Item MINOR CHANGES. At the discretion of the Owner, this procedure for Minor Changes may be used in lieu of the more formal procedure for Change Orders.

4. MOBILIZATION

- a. Measurement: Will be measured by Lump Sum.
- b. Payment: The Lump Sum contract price for MOBILIZATION shall include all costs for the labor, materials, and equipment required for mobilization and demobilization on the project. The lump sum price shall include the costs for administrative requirements for the project such as bonds and insurance, temporary facilities, photographs, removal of equipment and materials from the site, and final clean-up.

Payment for MOBILIZATION shall be as follows:

70% Payment: When Contractor has mobilized on-site and temporary facilities are in place. If mobilization is delayed, a

1 partial payment of this amount may be made for bonds
2 and insurance.

3
4 100% Payment: When Project is Substantially Complete.
5

6 5. DEMOLITION

7
8 a. Measurement will be Lump Sum.
9

10 b. Payment: The Lump Sum contract price for DEMOLITION shall include all
11 costs for the labor, materials, and equipment required to complete all of the work
12 defined in the Project Manual and not included in any other Bid Item.
13

14 6. SITE PREPARATION

15
16 a. Measurement will be Lump Sum.
17

18 b. Payment: The Lump Sum contract price for SITE PREPARATION shall include
19 all costs for the labor, materials, and equipment required to complete all of the
20 work defined in the Project Manual and not included in any other Bid Item.
21

22 7. CONCRETE

23
24 a. Measurement will be Lump Sum.
25

26 b. Payment: The Lump Sum contract price for CONCRETE shall include all costs
27 for the labor, materials, and equipment required to complete all of the work
28 defined in the Project Manual and not included in any other Bid Item.
29

30 8. FLAT DRAINS

31
32 a. Measurement will be Lump Sum.
33

34 b. Payment: The Lump Sum contract price for FLAT DRAINS shall include all
35 costs for the labor, materials, and equipment required to complete all of the work
36 defined in the Project Manual and not included in any other Bid Item.
37

38 9. 8" HDPE SLOTTED COLLECTOR PIPE

39
40 a. Measurement will be on a per LINEAR FOOT installed basis.
41

42 b. Payment: The Linear Foot contract price for 8" HDPE SLOTTED
43 COLLECTOR PIPE shall include all costs for the labor, materials, and
44 equipment required to complete all of the work defined in the Project Manual and
45 not included in any other Bid Item.
46

47 10. 8" PIPE CLEANOUT

48
49 a. Measurement will be on a per EACH installed basis.
50

- 1 b. Payment: The per Each contract price for 8” PIPE Cleanout shall include all
2 costs for the labor, materials, and equipment required to complete all of the work
3 defined in the Project Manual and not included in any other Bid Item.
4

5 11. 10” HDPE SLOTTED COLLECTOR PIPE
6

- 7 a. Measurement will be on a per LINEAR FOOT installed basis.
8
9 b. Payment: The Linear Foot contract price for 10” HDPE SLOTTED
10 COLLECTOR PIPE shall include all costs for the labor, materials, and
11 equipment required to complete all of the work defined in the Project Manual and
12 not included in any other Bid Item.
13

14 12. 12” HDPE SLOTTED COLLECTOR PIPE
15

- 16 a. Measurement will be on a per LINEAR FOOT installed basis.
17
18 b. Payment: The Linear Foot contract price for 12” HDPE SLOTTED
19 COLLECTOR PIPE shall include all costs for the labor, materials, and
20 equipment required to complete all of the work defined in the Project Manual and
21 not included in any other Bid Item.
22

23 13. TYPE 1 CATCH BASIN
24

- 25 a. Measurement will be on a per EACH installed basis.
26
27 b. Payment: The per Each contract price for TYPE 1 CATCH BASIN shall include
28 all costs for the labor, materials, and equipment required to complete all of the
29 work defined in the Project Manual and not included in any other Bid Item.
30

31 14. EXCAVATION, INCL. OFFSITE HAUL
32

- 33 a. Measurement will be on a per CUBIC YARD basis as measured by truck tickets
34 provided by legal disposal site. Owner and Contractor will agree on average truck
35 volume.
36
37 b. Payment: The per Cubic Yard contract price for EXCAVATION, INCL.
38 OFFSITE HAUL shall include all costs for the labor, materials, and equipment
39 required to complete all of the work defined in the Project Manual and not
40 included in any other Bid Item.
41

42 15. GEOTEXTILE FOR SEPARATION
43

- 44 a. Measurement will be on a per Lump Sum basis.
45
46 b. Payment: The per Lump Sum contract price for GEOTEXTILE FOR
47 SEPARATION shall include all costs for the labor, materials, and equipment
48 required to complete all of the work defined in the Project Manual and not
49 included in any other Bid Item.
50

1
2 16. HOT MIX ASPHALT (HMA)
3

- 4 a. Measurement will be on a per Ton basis founded upon truck tickets for HMA and
5 cross referenced by net line measurements.
6
7 b. Payment: The per Ton contract price for HMA shall include all costs for the
8 labor, materials, and equipment required to complete all of the work defined in
9 the Project Manual and not included in any other Bid Item.
10

11 17. CRUSHED SURFACING BASE COURSE (CSBC)
12

- 13 a. Measurement will be on a per Ton basis founded upon truck tickets for CSBC
14 and cross referenced by net line measurements.
15
16 b. Payment: The per Ton contract price for CSBC shall include all costs for the
17 labor, materials, and equipment required to complete all of the work defined in
18 the Project Manual and not included in any other Bid Item.
19

20 18. CRUSHED SURFACING TOP COURSE (CSTC)
21

- 22 a. Measurement will be on a per Ton basis founded upon truck tickets for CSTC
23 and cross referenced by net line measurements.
24
25 b. Payment: The per Ton contract price for CSTC shall include all costs for the
26 labor, materials, and equipment required to complete all of the work defined in
27 the Project Manual and not included in any other Bid Item.
28

29 19. PERMEABLE AGGREGATE BASE COURSE
30

- 31 a. Measurement: Will be measured per TON, complete and in place. Measurement
32 will be by Ton as measured by tonnage tickets from supplier and cross referenced
33 by the neat line volume measurement converted to Tons.
34
35 b. Payment: Payment for Permeable Aggregate Base Course shall include
36 materials, compaction, grading, and all labor and administrative requirements to
37 provide Permeable Aggregate Base Course complete and in place on per TON
38 unit basis.
39

40 20. PERMEABLE AGGREGATE TOP COURSE
41

- 42 a. Measurement: will be measured per TON, complete and in place. Measurement
43 will Ton as measured by tonnage ticket from supplier and cross referenced by a
44 neat line volume measurement converted to Tons.
45
46 b. Payment: Payment for Permeable Aggregate Top Course shall include materials,
47 compaction, grading, and all labor and administrative requirements to provide
48 Permeable Aggregate Top Course complete and in place on per Ton unit basis.
49

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21. C33 SAND

1. Measurement: will be measured per TON, complete and in place. Measurement will be by Ton as measured by tonnage ticket from supplier and cross referenced by a neat line volume measurement converted to Tons.
2. Payment: Payment for Sand shall include materials, compaction, grading, and all labor and administrative requirements to provide Sand complete and in place on per Ton unit basis.

22. SYNTHETIC TURF MATERIALS

- a. Measurement will be Lump Sum.
- b. Payment: The Lump Sum contract price for SYNTHETIC TURF MATERIALS shall include all costs for the materials and equipment required to complete all of the work defined in the Project Manual and not included in any other Bid Item.

23. SYNTHETIC TURF INSTALLATION

- a. Measurement will be Lump Sum.
- b. Payment: The Lump Sum contract price for SYNTHETIC TURF INSTALLATION shall include all costs for the labor and equipment required to complete all of the work defined in the Project Manual and not included in any other Bid Item.

24. SITE IMPROVEMENTS

- a. Measurement will be Lump Sum.
- b. Payment: The Lump Sum contract price for SITE IMPROVEMENTS, which may include, but is not limited to fencing, gates, concrete, bleachers, goals, etc., shall include all costs for the labor, materials, and equipment required to complete all of the work defined in the Project Manual and not included in any other Bid Item.

25. IRRIGATION MODIFICATIONS

- a. Measurement will be Lump Sum.
- b. Payment: The Lump Sum contract price for IRRIGATION MODIFICATIONS shall include all costs for the labor, materials, and equipment required to complete all of the work defined in the Project Manual and not included in any other Bid Item.

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37

26. TOPSOIL TYPE A

1. Measurement will be measured per Cubic Yard (CY), complete and in place. Measurement will be by cubic yard as measured by volume tickets from supplier and cross referenced by a neat line volume measurement.
2. Payment: Payment for Topsoil Type A shall include materials, placement, grading, and all labor and administrative requirements to provide Topsoil Type A complete and in place on per CY unit basis.

27. SOD

1. Measurement for SOD shall be measured per Square Foot (SF) complete and in place. Measurement will be by square foot per a neat line area measurement.
2. Payment: Payment for Sod shall include materials, placement, grading, and all labor and administrative requirements to provide Sod complete and in place on per SF unit basis.

1.06 INCREASED/DECREASED QUANTITIES

- A. There will be no increase or decrease in the Contractor's Unit Cost shown on Contractor's Bid Proposal should the quantities for any Bid Item increase or decrease from the quantities shown on the Contractor's Schedule of Values.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 Description

- 4
5 A. Contractor shall furnish and install all products specified herein. Substitutions will be
6 considered only after the Award of Contract. The Engineer will review the substitution
7 request as stated in this Section.
8

9 1.02 Related Sections

- 10
11 A. Coordinate related requirements specified in other parts of the Project Manual.
12

13 1.03 Products

- 14
15 A. Where specified only by reference standards, select any product meeting the standards, by
16 any Manufacturer.
17
18 B. Where specified by naming two or more products or Manufacturers, select any product and
19 Manufacturer names. Other products and Manufacturers will not be considered.
20
21 C. Where specified by naming one or more products, but indicating "or approved" after
22 specified listing, submit any request for another product substitution on attached form.
23
24 D. Where specified by naming only one product and Manufacturer, there is no option, and no
25 substitution will be allowed.
26

27 1.04 Substitutions

- 28
29 A. As required, submit written substitution requests (on form provided) to Engineer:
30
31 1. One copy of the Substitution Request Form for each product substitution being proposed.
32
33 2. Substitution requests shall be received by the Engineer no less than Ten (5) business days
34 prior to the Preconstruction Conference.
35
36 3. Indicate one or more of the following reasons for request:
37
38 a. Substitution is required for compliance with final Code interpretation requirements,
39 or insurance regulations.
40
41 b. Specified product is unavailable through no fault of Contractor/Subcontractor.
42
43 4. Subsequent information discloses specified product unable to perform properly or fit
44 designated space.
45
46 5. Manufacturer or fabricator refuses to certify or guarantee performance of specified
47 product, as required.
48
49 6. Substitution saves substantial cost, time or other considerations. Show accurate cost data
50 on proposed substitution in comparison with product or method specified or backup

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 25 13
SUBSTITUTIONS AND PRODUCT OPTIONS

1 documentation from the Manufacturer pertaining to delivery times.
2

3 B. In making request for Substitution, Manufacturer/Contractor represents:
4

- 5 1. He/she has personally investigated proposed product, and in his/her opinion, it is equal or
6 superior in all respects to that specified.
7
- 8 2. He/she will coordinate installation of accepted substitution and guarantees to complete it
9 in all respects. He/she has outlined any changes required in accordance with form.
10
- 11 3. He/she will provide an equal or greater guarantee for Substitution as for specified
12 product.
13
- 14 4. He/she waives all claims for additional costs related to Substitution which consequently
15 become apparent.
16
- 17 5. Cost data is complete and includes all related costs under his/her Contract, but excludes:
18
 - 19 a. Cost under separate Contracts. (Show impact on attached form).
20

21 C. Substitutions will not be considered if:
22

- 23 1. They are indicated or implied on Shop Drawings or other project data submittals, without
24 proper notice shown on attached form.
- 25 2. Approval will require substantial revisions of Contract Documents
26

27 PART 2. PRODUCTS
28 (NOT USED)
29

30 PART 3. EXECUTION
31 (NOT USED)
32

33
34 END OF SECTION

35
36 SUBSTITUTION REQUEST FORM FOLLOWS

SUBSTITUTION REQUEST FORM

1
2
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Attention: _____

Project Name: _____

Contract Number: _____

Contractor: _____

We hereby submit for consideration, the following product instead of specified item for above project:

SECTION	PARAGRAPH	SPECIFIED ITEM
---------	-----------	----------------

Proposed Substitution: _____

Attach complete dimensional information and technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality, performance, and appearance to that specified. Clearly mark Manufacturer's literature to indicate equality in performance. Indicate differences in quality of materials and construction.

Fill in blanks below:

Does the substitution affect dimensions shown on Drawings?

YES NO

If YES, clearly indicate changes: _____

1 PART 1 GENERAL

2
3 1.01 FORMATS

- 4
5 A. Format and administrative procedures will be reviewed and discussed at the Pre- construction
6 Conference.

7
8 1.02 PROCEDURES

- 9
10 A. Two copies shall be prepared and delivered to the Engineer; Submission is accepted via e-
11 mail.

12
13 PART 2. PRODUCTS
14 (Not Used)

15
16 PART 3. EXECUTION

17
18 3.01 Modification Proposal Requests

- 19
20 A. Changes may be initiated by the Engineer through a Modification Proposal submitted to the
21 Contractor. The proposal will include:

- 22
23 1. Description of changes, products, and location of modification in the project.
24
25 2. Supplementary or Revised Drawings.
26
27 3. Reason for requesting changes.

- 28
29 B. Such request is for information only and is not an authorization to proceed, nor to stop work
30 in progress.

- 31
32 C. A sample Modification Proposal Form is attached at the end of this section.
33

34 3.02 CONTRACTOR PROPOSAL

- 35
36 A. Changes may be initiated by the Contractor through a Modification Proposal submitted to the
37 Engineer. The proposal will include:

- 38
39 1. Effect on Awarded Contract Price and contract time.
40
41 2. Documentation supporting change.
42
43 a. Labor required
44 b. Equipment required
45 c. Products required
46 d. Taxes, insurance, and bonds required
47 e. Documented credit for work deleted from the contract
48 f. Overhead and Profit
49 g. Justification for any changes in contract time
50 h. Subcontractor's and supplier's invoices

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B. Such request is for information only and is not an authorization to proceed, nor to stop work in progress.

3.03 DETERMINATION OF PAYMENTS

A. Payments for Modification Proposals will be determined per Section 01 29 76.

B. The payments above shall be full payment for all work done by Modification Proposals. The payment shall cover all expenses of every nature, kind, and description, including all overhead expenses, profit, occupational tax and any other Federal or State revenue acts (other than sales tax), premiums on public liability and property damage insurance policies.

END OF SECTION

SAMPLE MODIFICATION PROPOSAL FORM FOLLOWS

MODIFICATION PROPOSAL

PROJECT: _____ **PROPOSAL NO:** _____

_____ **DATE:** _____

ENGINEER: _____ **CONTRACTOR:** _____

I. PROPOSAL REQUEST

Please furnish your proposal for executing the following change(s):

II. CONTRACTORS PROPOSAL

(Agreed) or (Maximum) Cost

(Agreed) or (Maximum) Credit

Time Extension (if required)

Authorized Contractor Signature:

Date:

III. ENGINEERS REVIEW

We have examined the foregoing proposal and find the cost reasonable and recommend its acceptance.

Engineer:

Date:

IV. OWNER ACCEPTANCE

The Owner hereby accepts the foregoing proposal, issuance of a formal change order.

Owner:

Date:

1 PART 1 GENERAL

2
3 1.01 SCHEDULE OF VALUES

4
5 Submit three (3) copies of Schedule of Values to the Engineer for review and approval at the pre-
6 construction conference. The Schedule of Values is to include a complete list of components of
7 all lump sum bid items showing the value assigned to each portion of the work. It should be
8 prepared in such form and supported by data that substantiate its accuracy, as may be required by
9 the Engineer. This schedule of values, once approved by Engineer, shall be used as the basis for
10 reviewing and determining each monthly progress payment estimate. As such, it shall be subject
11 to periodic review by the Engineer to assure that the Schedule of Values reasonably represents, in
12 the opinion of the Engineer, the actual value of the individual items of work to be performed. No
13 payments shall be made until the Schedule of Values has been approved.
14

15 1.02 RELATED WORK SPECIFIED ELSEWHERE

16
17 Section Item
18 01 33 00 Submittal Procedures

19
20 1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- 21
22 A. Identify each line item with Construction Specifications Institute (CSI) number and title of
23 respective major specifications section. Each Section of the technical specifications shall be
24 identified separately on the Schedule of Values, in addition to the items listed in 1.02B.
25
26 B. Provide a Schedule of Values form similar to Schedule of Values outline provided by the
27 Owner in a separate submittal.
28
29 C. Include in each item a directly proportionate amount of Contractor's overhead and profit.
30
31 D. Round off figures to the nearest dollar amount.
32
33 E. Make the sum of all scheduled costs equal to the Awarded Contract Price.
34

35 PART 2. PRODUCTS

36
37 (Not Used)

38
39 PART 3. EXECUTION

40
41 (Not Used)

42
43
44 END OF SECTION

1 PART 1 GENERAL

2
3 1.01 PAYMENT

4
5 A. Submit Applications for Payment using forms (to be) provided by City.

6
7 1.02 Preparation of Application for Progress Payment

8
9 A. Complete all required information including:

- 10
11 1. Change orders approved prior to Application for Progress Payment submittal date.
12 2. Summary of dollar values to agree with respective total indicated on continuation sheets.
13 3. Signature of responsible officer of contract firm.
14 4. Sign all copies; acceptable signatures include a digital or scan of the wet signed
15 application
16 5. Submit two (2) copies, each signed, to the Engineer who will certify appropriate amount
17 and process; submission is accepted via e-mail.
18

19 1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENT

20
21 A. When the Engineer requires substantiating data, submit suitable information with cover letter
22 including:

- 23
24 1. Project name.
25 2. Application number and date.
26 3. Detailed list of enclosures.
27 4. For stored products:
28
29 a. Identify item as shown on application
30 b. Describe specific material
31 c. Provide invoice from supplier
32

33 1.04 SUBMITTAL PROCEDURE

34
35 A. Submit application for payment according to the following procedures:

- 36
37 1. Submit applications to the Engineer by e-mail.
38 2. Payment will be made within thirty (30) days of receipt of properly submitted
39 application.
40

41 PART 2. PRODUCTS

42 (Not Used)

43
44 PART 3. EXECUTION

45 (Not Used)

46
END OF SECTION

1 PART 1 GENERAL

2
3 1.01 SCOPE

- 4
5 A. The work specified in this Section includes information pertaining to the various meetings
6 that will be held during the course of constructing this project.

7
8 1.02 PRECONSTRUCTION CONFERENCE

- 9
10 A. As soon as possible following the award of the Contract, a preconstruction conference shall
11 be scheduled for representatives of the Owner, the Contractor, the Engineer, funding
12 agencies, regulatory agencies, and affected utilities.

13
14 1.03 CONSTRUCTION MEETINGS

15
16 The Contractor shall schedule and hold regular meetings during the project:

- 17
18 A. Safety Meetings (Contractor's subcontractors shall attend if they are working onsite.)
19
20 B. Weekly Project Progress Meetings
21
22 C. Equipment Installation Meetings
23
24 D. Coordination Meetings
25
26 E. Startup and Testing Meetings

27
28 The Contractor shall notify the Owner and Engineer in advance of all meetings. The meetings
29 may or may not be attended by the Owner and Engineer.
30

31
32 END OF SECTION

1 PART 1 GENERAL

2
3 1.01 SCOPE

- 4
5 A. This Section specifies the procedures for preparing and revising the cost-loaded construction
6 schedule used for planning and managing construction activities. The schedule provides a
7 basis for determining the progress status of the project relative to the completion time,
8 specific dates, and for determining the acceptability of the progress payment estimates.
9

10 1.02 DESCRIPTION

- 11
12 A. The Contractor shall prepare a bar chart schedule showing all steps of construction and the
13 completion date.
14
15 B. The schedule shall depict all significant construction activities and all items of work listed in
16 the breakdown of contract prices submitted by the Contractor. Assigned values for each part
17 of the work shall be indicated. The dependencies between activities shall be indicated so that
18 it may be established what effect the progress of any one activity has on the schedule.
19
20 C. Completion time and all specific dates and sequencing requirements shall be shown on the
21 schedule.
22
23 D. The scheduled duration of each activity shall be based on the work being performed during
24 the normal 40-hour workweek with allowances made for legal holidays and normal weather
25 conditions.
26

27 1.03 SUBMITTAL

- 28
29 A. The CPM Progress Schedule shall be prepared using a computerized system. The schedule
30 shall be submitted in the form of an arrow diagram or precedence diagram with activity
31 listings. The following shall be included:
32
33 B. A diagram shall show in detail, and in order of sequence, all significant activities, their
34 descriptions, durations, and dependencies, as necessary and as required to complete all work
35 and each separate part of the work.
36
37 C. The activity listing shall show the following information for each activity shown on the
38 network diagram
39 1. Description
40
41 2. Duration
42
43 3. Start and finish dates
44
45 D. Milestone activity completions shall be shown and clearly defined.
46
47 E. A legend defining any abbreviations used on the schedule shall be provided.
48
49 F. Schedules shall conform to the requirements of the Owner's overall Project schedule and the
50 Contract Documents.

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- G. The Contractor shall submit four hard copies (bluelines or blacklines) plus an electronic file with each schedule submittal.
- H. Within 7 days after receipt of the schedule, the Engineer will return a copy of the schedule to the Contractor with comments. Review of the schedule is for purposes of evaluating the Contractor's ability to complete the Work within the Contract time. Review shall not constitute approval or acceptance of the Contractor's construction means, methods, or sequencing.
- I. Contractor shall submit an updated Progress Schedule with each application for payment or whenever actual construction progress deviates significantly from the current schedule.

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 REQUIREMENTS

4
5 A. General Conditions of the Contract govern. Augmented details include but are not limited to
6 the following:

- 7
8 1. Construction Schedules
9
10 2. Schedule of Values
11
12 3. Shop Drawings, Product Data, and Samples
13
14 4. List of Subcontractors
15
16 5. Warranties
17
18 6. Operation and Maintenance Manual

19
20 1.02 CONSTRUCTION SCHEDULES

21
22 A. Refer to General Conditions

23
24 1.03 SCHEDULE OF VALUES

- 25
26 A. See Section 01 29 73 Schedule of Values
27
28 B. Submit a typed schedule in a recognized standard form at the preconstruction conference.
29 Contractor's standard form or media-driven printout will be considered on request by the
30 Owner. Owner approval of schedule required.
31
32 C. Revise schedule to list Change Orders for each application for payment.
33

34 1.04 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 35
36 A. Submit typed schedule, in advance of first pay request, itemizing anticipated shop drawings,
37 product data, and samples to be submitted and approximate date of submittal.
38
39 B. The Contractual requirements for shop drawings, product data, and samples are specified in
40 the General Conditions.
41
42 C. Shop Drawings: submit Shop Drawings for fabricated and other Work, as required by
43 Specifications. Fabricate no work until shop Drawings have been accepted.
44
45 1. Show by whom materials, items, Work, and installation are supplied, performed, or
46 installed. Designate every item, material article, and the like, of installations. DO NOT
47 use the expression "by others."
48
49 2. Shop Drawings will not be reviewed without the General Contractor's signed review
50 stamp affixed. It is the General Contractor's responsibility to verify dimensions and verify

1 the number of each item required to complete the Work.

- 2
- 3 3. If Shop Drawings show variations from Contract requirements because of standard shop
- 4 practices or other reason, make specific mention of such variations in your transmittal.
- 5
- 6 a. If indicated departures affect a correlated function, item, article, work, installation, or
- 7 construction of other trades, make note of it in your transmittal. If extra cost is
- 8 involved in related changes, Contractor assumes all such costs.
- 9
- 10 4. Copies Required: In accordance with the General Conditions of the Contract, except as
- 11 modified below:
- 12
- 13 a. Submit quantity sufficient to provide Owner with 2 copies, and Contractor with
- 14 enough copies to distribute to self, subcontractors, manufacturer, and supplier.
- 15
- 16 5. Product Data: Submit number of copies as for Shop Drawings (above). Mark each copy
- 17 to identify applicable products, models, options, and other data; supplement
- 18 manufacturers' standard data to provide information unique to the Work. Include
- 19 manufacturers' installation instructions when required by the Specification section.
- 20

21 D. Samples:

- 22
- 23 1. Submit full range of manufacturer's colors, textures, and patterns for approval by Owner's
- 24 prior to ordering.
- 25
- 26 2. Samples are required to illustrate product's functional characteristics with integral parts
- 27 and attachment devices. Coordinate submittal of different categories for interfacing work.
- 28
- 29 3. Include identification on each sample, giving full information.
- 30
- 31 4. Submit in triplicate unless otherwise specified in the respective Specification section; one
- 32 will be retained by the Owner. Reviewed samples, which may be used in the Work are
- 33 indicated in the Specification section.
- 34
- 35 5. Provide field finishes at Project as required by individual specification section. Install
- 36 sample complete and finished. Acceptable finishes in place may be retained in completed
- 37 Work.
- 38

39 1.05 LIST OF SUBCONTRACTORS

- 40
- 41 A. Submit a list of subcontractors as required in the Project Proposal, and as noted for the
- 42 preconstruction meeting.
- 43

44 1.06 WARRANTIES

- 45
- 46 A. Submit upon completion of the project Warranties specified in General Conditions or as
- 47 required by individual Specification Section.
- 48

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1.07 OPERATION AND MAINTENANCE MANUALS

- A. Prior to final completion submit 3 copies of Operation and Maintenance Manuals for items as requested by Owner for approval.

1.08 OWNER'S REVIEW RESPONSIBILITIES

- A. Reviewing is only for general conformance and compliance with Project design concept and Contract Documents. Any action shown is subject to Contract Document requirements. Contractor responsible for dimensions (confirm and correlate at job site); fabrication processes; construction techniques; quantities, space requirements, coordination of Work with that of all other trades; union jurisdiction, infringements of patent rights, possible cause of injury to persons or property; satisfactory performance of your Work, and the like.
- B. Owner's review of separate items does not constitute review of assembly in which it functions.

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 SUMMARY OF WORK

- 4
5 A. All workmanship and materials shall be subjected to inspection by the Owner, who may
6 select samples of materials in such number and quantities as he/she may deem necessary to
7 determine their qualities, as in accordance with the results of such trials.
8
9 B. All rejected materials and work shall be promptly removed by the Contractor from the
10 premises and adjacent surroundings.
11
12 C. All rejected work or materials shall be promptly replaced to the satisfaction of the Owner.
13

14 PART 2. PRODUCTS
15 (Not Used)

16
17 PART 3. EXECUTION

18
19 3.01 INSPECTION AND TESTING

- 20
21 A. The Contractor shall furnish samples of materials for testing, if requested by the Owner, at no
22 additional cost. Tests by the Owner will be made in accordance with commonly recognized
23 standards of national materials testing organizations and any such other special methods as
24 deemed necessary.
25
26 B. Any and all material necessary for the construction of any part of the Work and associated
27 improvements not specified shall be of good quality and acceptable to the Owner.
28
29 C. Refer to General Conditions for additional information.
30

31 3.02 SAMPLES

- 32
33 A. The Contractor shall prepare and submit such samples as are required elsewhere in these
34 specifications at such time as is necessary to allow sufficient time for modification of the
35 Work based on evaluation of samples.
36

37 3.03 FINAL INSPECTION

- 38
39 A. Final inspection shall take place when all requirements for Substantial Completion (as
40 defined in 01 70 00) have been completed, including all punch list items outlined in other
41 Sections of these specifications. Final inspection of the work by the Owner will be made no
42 later than five (5) working days of receipt of Contractor's written request for final inspection.
43 The work will be deemed complete as of the date of such inspection if, upon inspection, the
44 Owner finds that no further work remains to be done.
45
46 B. Before Final Payment will be made, defects or omissions noted on this inspection must be
47 made good by the Contractor without additional cost to the Owner. See Section 01 70 00
48 Execution and Closeout Requirements.
49
50

1

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 Description: Work and requirements include, but are not limited to, the following:

- 4
5 A. Furnish, install, maintain, and protect temporary utilities required for construction; remove on
6 completion of work.
7
8 B. Installations are required to be safe, non-hazardous, and sanitary. They are to be protective of
9 persons and property and be free of harmful effects.
10
11 C. Perform required removals after completion of work.

12
13 PART 2 PRODUCTS

14
15 2.01 TEMPORARY SERVICES - GENERAL

- 16
17 A. On-site utilities such as electrical power and water may not be used by the Contractor during
18 the execution of this Contract without the prior written approval of the Owner.
19
20 B. Materials may be new or used but must be of adequate capacity for required usage.
21
22 C. Materials must not create unsafe conditions, nor violate applicable codes and standards.

23
24 2.02 TEMPORARY ELECTRICAL AND LIGHTING

- 25
26 A. Provide temporary electrical power source and lighting as required for construction.
27

28 2.03 TEMPORARY WATER

- 29
30 A. Provide temporary water and potable water as required for construction.
31

32 2.04 TEMPORARY SANITARY FACILITIES

- 33
34 A. Provide sanitary facilities in compliance with laws and regulations. Comply with rules and
35 regulations of the State Board of Health Governing Sanitation of Places to Work, WAC 248-
36 62.
37
38 1. Place where directed at the time the work starts; maintain in a sanitary condition. Place in
39 a location that will not be detrimental to neighboring properties.
40
41 2. Provide such sanitary facilities as necessary in accordance with the provider
42 recommendation as to capacity based on maintenance schedule.
43
44 3. Owner's facilities will not be available to the Contractor.
45
46 B. Service, clean, and maintain facilities and enclosures.
47
48 C. Pay all costs for installation, maintenance, and removal of temporary sanitary facilities.
49

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2.05 SOLID WASTE

- A. Contractor to furnish adequate sanitary holding containers. Local health department may inspect the site to assure adequate facilities are available for the sanitary holding of garbage and other waste organic materials, to which rodents and insects may have access.
- B. If used coordinate job trailer location with Owner, at the Preconstruction Meeting.

2.06 TELEPHONE

- A. Contractor shall have a fully charged cellular phone on the Project site at all times during the duration of the Contract.

PART 3 EXECUTION

3.01 GENERAL

- A. Maintain, operate, modify, and extend systems as work progress requires. Make accommodations to assure continuous services.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when no longer required.
 - 1. Clean and repair damage caused by temporary installations and use of temporary facilities.
 - 2. Disinfect premises occupied by temporary sanitary facilities.
- B. Restore existing facilities used for temporary services to specified, or to original condition.

END OF SECTION

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 50 50
MOBILIZATION AND DEMOBILIZATION

1 PART 1 GENERAL

2
3 1.01 SCOPE

4
5 The work specified in this Section consists of mobilization and demobilization. Mobilization
6 consists of preconstruction activities and preparatory work for the project necessary to mobilize
7 labor, materials, and equipment to the project site. Demobilization consists of activities to remove
8 materials and equipment from the project site upon project completion, including final cleanup.
9 Items which are not considered mobilization or demobilization include, but are not limited to:

- 10
11 A. On-going activities throughout the duration of construction.
12
13 B. Profit, interest on borrowed money, overhead, or management costs.
14

15 1.02 RELATED WORK SPECIFIED ELSEWHERE

16
17 Section Item
18 Division 1 General Requirement
19

20 PART 2. PRODUCTS

21
22 Products and materials required for mobilization and demobilization are described in the various
23 sections of Division 1 and in other parts of the Contract Documents.
24

25 PART 3. EXECUTION

26
27 Complete mobilization and demobilization as required by the various sections of Division 1 and
28 other parts of the Contract Documents.
29
30

31
END OF SECTION

1 PART 1 GENERAL

2
3 1.01 SECTION INCLUDES

- 4
5 A. This section covers the requirements for compliance with environmental precautions and
6 controls.

7
8 1.02 RELATED SECTIONS

9
10 Section 01 33 00 – Submittal Procedures

11
12 1.03 SUBMITTALS

- 13
14 A. Within 20 days of Notice to Proceed, and transfer of coverage, the Contractor shall submit an
15 Environmental Pollution Control Plan. The Plan shall include:

- 16
17 1. Water quality
18
19 2. Air quality, including dust control
20
21 3. Noise pollution
22
23 4. Temporary water pollution/erosion control
24
25 5. ‘Oil, Fuel, and Chemical Storage, Handling, Spill Prevention, and Control’.

26
27 1.04 NOTIFICATIONS RELATIVE TO CONTRACTOR’S ACTIVITIES

- 28
29 A. The Contractor shall plan and schedule Contractor work activities to conform to and allow
30 time for notifications, approvals, reviews, and other conditions of the Contract Documents.
31 Notifications are required for spills or discharges for the following:

- 32
33 1. Sanitary Sewer Spills
34
35 2. Chemical, Oil, Hazardous Substance, or other Contaminant Spill or Discharge

36
37 1.05 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC
38 NATURAL RESOURCES

- 39
40 A. General

- 41
42 1. During the life of the Contract, the Contractor shall comply with all provisions of federal,
43 State and local statutes, ordinances and regulations pertaining to the prevention of
44 environmental pollution and the preservation of public natural resources. Pursuant to
45 RCW 39.04.120 such provisions as are reasonably obtainable are set forth below. Further,
46 if the Contractor must undertake extra work not contemplated by the Contract, due to the
47 enactment of new, or the amendment of existing, statutes, ordinances, rules, or
48 regulations occurring after the submission of the successful Bid, the Engineer will issue a
49 Change Order setting forth the extra work that must be undertaken, which shall not
50 invalidate the Contract.

1 1.06 WATER QUALITY
2

- 3 A. The Environmental Pollution Control Plan shall identify the onsite individual responsible for
4 water quality, and specific activities and locations and specific means and methods to prevent
5 and/or control impacts to water quality.
6
- 7 B. The Contractor shall comply with city ordinances, State, and federal laws and other
8 regulations or rules applicable to water pollution occurring in waters of the State and in
9 interstate waters. The Contractor shall:
10
- 11 1. Exercise precautions throughout the life of the Contract to prevent pollution, erosion,
12 siltation, and damage to property.
13
 - 14 2. Provide for the flow of all watercourses, including but not limited to streams, ditches,
15 sewers, and drains intercepted during the progress of the Work.
16
 - 17 3. Completely restore disturbed watercourses in as good condition as the Contractor found
18 them or make such final provisions for them as the Engineer may direct.
19
 - 20 4. Not obstruct the gutter of any Street.
21
 - 22 5. Use all proper measures to provide for the free passage of surface water.
23
 - 24 6. Remove and dispose of all surplus water, mud, silt, slicking, or other run-offs pumped
25 from excavations or resulting from sluicing or pavement cleaning or other operations.
26
 - 27 7. Make all applicable required notifications.
28
- 29 C. The Contractor shall comply with the water quality criteria required by the Department of
30 Ecology and regulations of:
31
- 32 1. The Washington State Department of Fish and Wildlife.
33
 - 34 2. Those federal statutes on oil spills enacted under the federal Water Pollution Control Act
35 Amendments of 1972 (a copy of which may be obtained from the U.S. Environmental
36 Protection Agency).
37
 - 38 3. The water quality standards of the State of Washington as set forth in Chapter 173-201A
39 WAC.
40
 - 41 4. Any local statutes, regulations, ordinances, or rules, which stipulate the various types of
42 discharge prohibited in public sewer systems or any drainage ditch in the local
43 jurisdiction.
44
- 45 D. State statutes on water pollution covering liability of the Contractor, penalty for violation,
46 liability and damages for injury or death of fish, animals or vegetation are set forth in
47 Chapter 90.48 RCW. As an aid to the Contractor, some though not all, of the rules set
48 forth by the various State departments are summarized below. The Contractor is
49 cautioned, however, that each Department of the State may add other restrictions, as they
50 deem necessary, to protect fish and to prevent air or water pollution:
51

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1 **1. State Department of Fish and Wildlife:** In doing the Work the Contractor shall:
2

- 3 a. Not degrade water quality in a way that would harm fish. (The Washington State
4 Water Quality Regulations will serve as water quality criteria for the Work.)
- 5 b. Release into a flowing stream or open water any fish stranded by the Work.
- 6 c. Replant any stream bank or shoreline areas if the Work has disturbed the
7 vegetative cover. (Any trees, brush, and grasses used in replanting shall resemble
8 the type and concentration of surrounding vegetation, unless the Contract provides
9 otherwise.)
- 10 d. Provide an open water channel at the lowest level of any isolated pothole
11 remaining when the Work is complete.
- 12 e. Protect fish by preventing harmful siltation on the bed or bottom of any body of
13 water.
- 14 f. Not block stream flow or fish passage.
- 15 g. Keep all Equipment out of any flowing stream or other body of water (except as
16 the Contract may permit).
- 17 h. Not remove gravel or other bottom material from within the high-water flow
18 channel bed of any stream nor from the bottom of any other body of water (except
19 as the Contract may permit).
- 20 i. Dispose of any Project debris beyond high-water flows.

21 **2. State Department of Ecology:** In doing the Work, the Contractor shall:
22

- 23 a. Obtain a waste discharge permit from the Department of Ecology before:
24 i. Washing aggregate, and
25 ii. Discharging water into a ground or surface waterway from pit sites or
26 excavations when the water contains turbidity, silt, or foreign materials.
- 27 b. Provide the Engineer with a copy of each waste discharge permit before starting
28 the Work.
- 29 c. Control drainage and erosion to minimize the pollution of any waterway.
- 30 d. Dispose of all toxicants (including creosote, oil, cement, concrete, and water used
31 to wash Equipment) in ways that will prevent them from entering State waters.
- 32 e. Dispose of all debris, overburden, and other waste materials in ways that will
33 prevent them from entering State waters.

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37
38 E. The Contractor shall perform such temporary work as may be necessary to effectively control
39 water pollution, erosion, and related damage within the Project Site or which might be
40 necessary at work areas located outside the Project Site. These outside areas may include, but
41 are not limited to, equipment, material and other storage sites. When temporary control
42 facilities or measures are no longer needed, they shall be removed and the areas restored or
43 finished as designated by the Engineer.

44
45 F. If Work is suspended for an extended period of time, the Contractor shall be responsible for
46 controlling erosion, pollution, sedimentation, and runoff during the shutdown period.

47
48 G. In addition to other requirements in the Contract, this temporary work shall include, but is not
49 limited to, the following water quality considerations:

- 50
51 1. **Diversion of Storm Water:** Storm water shall be diverted around the Project to prevent

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1 pickup of silt. This may be accomplished by pumping; improvising ditches; lining
2 channels or by placing metal, plastic or concrete gravity pipe; constructing ditches,
3 berms, Culverts, etc., to control surface water; or constructing dams, settling basins, or
4 energy dissipaters to control down stream flows.
5

- 6
- 7 2. **Intercepting Ground Water:** Surfacing ground water shall be intercepted and routed
8 around the construction site to prevent silt erosion by the use of gravel trenches, French
9 drain tiles, well points, or interceptor ditch. The Contractor shall provide means of
10 controlling underground water that may be encountered during the Work.
- 11
- 12 3. **Turbid Water Treatment Before Discharge:** Determination of turbidity in surface
13 waters shall be at the discretion of the Engineer; for Lake Class Receiving Waters,
14 turbidity shall not exceed 5 NTU (Nephelometric Turbidity Units) over background
15 conditions; for Class AA and Class A Waters, turbidity shall not exceed 5 NTU over
16 background turbidity when the background turbidity is 50 NTU or less, or have more
17 than a 10 percent increase in turbidity when the background turbidity is more than 50
18 NTU; for other classes of waters, refer to WAC 173-201-045 and WAC 173-201A-030.
- 19 a. The term turbidity means the optical property of sample demonstrating the scattering
20 and absorption of light caused by suspended material as expressed in Nephelometric
21 Turbidity Units and measured with a calibrated turbidimeter.
- 22 b. Discharges to a State waterway caused by aggregate washing, drainage from
23 aggregate pit sites, and stockpiles or dewatering of pits and excavations shall not
24 increase the existing turbidity of the receiving waters.
- 25 c. Turbid water from the Project Site shall be treated before being discharged into
26 stream or other State waters. Turbidity may be removed by the use of lagoons or
27 holding ponds, settling basins, overflow weir, polymer water treatment, discharging
28 to ground surface, by percolation, evaporation or by passing through gravel, sand or
29 fiber filters.
30
- 31 4. **Temporary Erosion Control:** Temporary erosion control shall be exercised by
32 minimizing exposed areas and slopes until permanent measures are effective. Plastic
33 sheet covering shall be placed over exposed ground areas to protect from rain erosion.
34 Other alternative methods for erosion control under certain situations may include
35 netting, mulching with binder, and seeding. Should rutting and erosion occur the
36 Contractor shall be responsible for restoring damaged areas and for cleanup of eroded
37 material including that in ditches, catch basins, manholes, and Culverts and other pipes.
38
- 39 5. **Chlorine Residual:** Water containing chlorine residual shall not be discharged directly
40 into Storm Drains, streams, or State waters. Chlorine water may be discharged into
41 sanitary sewers or disposed on land for percolation. Chlorine residual may be reduced
42 chemically with a reducing agent such as sodium thiosulphate or vitamin C. Water shall
43 be periodically tested for chlorine residual.
44
- 45 6. **Vehicle and Equipment Washing:** Water used for washing vehicles and Equipment
46 shall not be allowed to enter Storm Drains, streams or other State waters unless
47 separation of petroleum products, fresh concrete products or other deleterious material is
48 accomplished prior to discharge. Detergent solution may be discharged into sanitary
49 sewers or held on the ground for percolation. A recirculation system for detergent
50 washing is recommended. Steam cleaning units shall provide a device for oil separation.
51

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7. **Oil and Chemical Storage and Handling:** Handling and storage of oil and chemicals shall not take place adjacent to waterways. The storage shall be made in dike tanks and barrels with drip pans provided under the dispensing area. Shut-off and lock valves shall be provided on tanks. Shut-off nozzles shall be provided on hoses. Oil and chemicals shall be dispensed only during daylight hours unless the dispensing area is properly lighted. Should an oil or chemical spill occur, the Contractor shall make the notification in accordance with **Section 00700, Paragraph 1.04.S**. Fencing shall be provided around oil storage. Locks shall be provided on valves, pumps, and tanks.
 8. **Sewage:** If a sanitary Sewer line is encountered and repair or relocation work is required, the Contractor shall provide blocking and sealing of the sanitary Sewer line. Sanitary Sewer flow shall be pumped out, collected, and conveyed or pumped directly to a sanitary Sewer system manhole for discharge. The existing Sewers shall be maintained by the Contractor without interruption of service by the use of temporary Sewer bypasses. In addition, the excavated materials adjacent to and around a rupture of a sanitary or combined Sewer pipeline shall be removed to a disposal site. Equipment and tools in contact with the above materials shall be washed by pressure water lines and the attendant wash water discharged into a sanitary Sewer line for transmission to a sewage treatment plant.
 9. **Sawcutting, Planing, and Grinding By-Products:** The Contractor shall take special precautions to ensure that no concrete, asphalt, concrete by-products, or asphalt byproducts from, or used in, the saw-cutting, grinding, or planing of asphalt cement or cement concrete pavements, sidewalks, curbs, etc. are discharged into any Storm Drain or surface water system. Such discharge is prohibited by the Department of Ecology. In as much as saw-cutting by-products increase the pH of the wastewater, filtering prior to discharge will NOT be acceptable. Impervious surfaces contaminated with sediment and grit from saw-cutting, planing or pulverizing operations shall be cleaned by sweepers to prevent contaminants from entering the Storm Drainage system or surface waters when it rains.
 10. **Gutters and other Surface Drainage Channels:** All Construction, Demolition, and Landclearing Waste and byproduct entering gutters and other pavement surface drainage channels shall be prevented from entering any inlet, catch basin, or other drainage structure or feature. Material shall be removed from drainage channels on a regular basis. If necessary, temporary filters or filter materials shall be placed in drainage channels to prevent the passage of material.

39 1.07 AIR QUALITY
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- A. The Contractor shall identify those portions of the Work that have the greatest potential to impact air quality.
 - B. Specific means and methods to prevent and/or control impacts to air shall be described for each such portion of work.
 - C. The Contractor shall not cause or allow the discharge of particulate matter, the emission of any air contaminants or odor bearing gases in excess of the limits specified under Regulation I of the Puget Sound Clean Air Agency, Article 9 - Emission Standards.
 - D. The Contractor shall maintain air quality within the National Emission Standards for

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1 Hazardous Air Pollutants. Air pollutants are defined as that part of the atmosphere to which
2 no ambient air quality standard is applicable, and which, in the judgment of the Administrator
3 of the Environmental Protection Agency Clean Air Act, may cause or contribute to an
4 increase in mortality or an increase in serious irreversible or incapacitating reversible illness.
5

6 1. The Contractor shall minimize the potential for air pollution by the use of emission
7 control devices on Contractor operated equipment and by the shut-down of motorized
8 equipment when not in use.
9

10 E. The Contractor shall control dust throughout the project.
11

12 F. No burning, including trash or vegetation, will be permitted.
13

14 G. Refer to Regulation III Puget Sound Clean Air Agency Article 4, Asbestos Control Standard,
15 in the event the Contractor damages an existing duct, asbestos cement pipe, or any other
16 facility that may contain asbestos.
17

18 1.08 NOISE POLLUTION
19

20 A. The Contractor shall take all reasonable measures for the suppression of noise resulting from
21 Work operations. Mobile engine driven cranes, loaders and similar material handling
22 Equipment; engines used in stationary service for standby power; air compressors for high-
23 and low-pressure service; and other similar Equipment shall be equipped with exhaust and air
24 intake silencers designed for the maximum degree of silencing. The type of silencer required
25 is that for use in critical noise problem locations such as high density residential, hotel, and
26 hospital areas.
27

28 B. The Contractor shall conduct performance of the Work consistent with the applicable noise
29 control levels set forth in SMC Chapter 25.08 or, if outside the City limits and in King
30 County, Chapters 12.86 through 12.100, King County Code.
31

32 1.09 LIABILITY AND PAYMENT
33

34 A. The Contractor shall be liable for the payment of all fines and penalties resulting from failure
35 to comply with the Federal, State and local pollution control regulations even though the
36 Engineer is on the job at the time of the violation.
37

38 B. Except as may be otherwise provided for in the Contract, costs pertaining to the prevention of
39 environmental pollution and the preservation of public natural resources as outlined in the
40 Contract shall be considered as incidental to the Work and such costs shall be included in the
41 Bid item prices for the various Bid items of Work which comprise the Contract.
42

43 1.10 ARCHAEOLOGICAL AND HISTORIC PRESERVATION
44

45 A. Archaeological monitoring by a consultant shall take place during this project. Should the
46 archaeological consultant or Contractor discover during any construction activity or in any
47 other way discover any artifacts, skeletal remains, or other archaeological resources (as
48 defined under RCW 27.53.040) at the Project Site, it shall be the responsibility of the
49 Contractor to both immediately cease construction activity at the discovery site and
50 surrounding area, and promptly notify the Engineer. If ordered by the Engineer, the
51 Contractor shall suspend construction activity that, in the opinion of the Engineer, would be

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ENVIRONMENTAL POLLUTION CONTROL

1 in violation of Chapter 27.53 RCW. Suspension of this construction activity shall remain in
2 effect until the Engineer has obtained permission to proceed from the State Historic
3 Preservation Officer or from other authority.
4

5 1.11 TEMPORARY WATER POLLUTION, EROSION, AND sedimentation CONTROL
6

- 7 A. Temporary water pollution, erosion, and sedimentation control work shall comply with the
8 Construction Stormwater Control Technical Requirements Manual (based on SMC Chapter
9 22.800 Stormwater, Grading & Drainage Code) and DCLU's Best Management Practices
10 Manual which consist of temporary measures that may be indicated in the Contract, that may
11 be proposed by the Contractor and approved by the Engineer, or may be ordered by the
12 Engineer during performance of the Work. This temporary work is intended to provide
13 prevention, control, and abatement of water pollution/erosion/sedimentation within the limits
14 of the Project, and to minimize damage to the Work, adjacent property, streams, and other
15 bodies of water.
16
- 17 B. Controlling and preventing pollution, erosion, run-off, sedimentation, and related damage
18 may require the Contractor to perform temporary work items including but not limited to:
19
- 20 1. Providing ditches, berms, Culverts, and other measures to control surface water;
21
 - 22 2. Building dams, settling basins, energy dissipaters, and other measures, to control
23 downstream flows;
24
 - 25 3. Controlling underground water found during construction; or
26
 - 27 4. Covering or otherwise protecting slopes until permanent erosion-control measures are
28 working.
29
- 30 C. The Contractor is hereby notified that compliance with these requirements may necessitate
31 performance of certain items of work at a different time or in a different manner than has
32 been considered normal construction practices in the past and that such revisions in
33 scheduling of Work may interfere with said normal construction practices.
34
- 35 D. Therefore, if required by the Contract, the Contractor shall, before starting the Work, submit
36 to the Engineer for approval an effective temporary water pollution/erosion/sedimentation
37 control plan. The plan shall show the scheduling, as it relates to the Contractor's critical path
38 schedule, for permanent pollution, sedimentation, and erosion control work and for temporary
39 erosion, pollution, and sedimentation prevention control measures the Contractor proposes to
40 take due to the Work on:
41
- 42 1. Areas within the limits of the Project Site.
43
 - 44 2. Other work areas outside the Project Site.
45
 - 46 3. Haul roads.
47
 - 48 4. Adjacent property.
49
 - 50 5. Streams and other bodies of water.
51

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ENVIRONMENTAL POLLUTION CONTROL

- 1 E. The Contractor shall not perform clearing, grubbing or any other earthwork on the Project,
2 other than that specifically authorized in writing by the Engineer, until the plan has been
3 approved. The Contractor shall revise and bring the plan up to date whenever the Engineer
4 provides Written Notice requesting revision. The Contractor shall allow the Engineer not less
5 than five Working Days for the review of a submitted plan whether the original or revised.
6 The Engineer will not be liable to the Contractor for failure to approve all or any portion of
7 an originally submitted or revised water pollution/erosion/sedimentation control plan, nor for
8 any delays to the Work due to the Contractor's failure to submit an acceptable plan.
9
- 10 F. The Contractor shall coordinate temporary water pollution/erosion/sedimentation control
11 work with the permanent drainage, sedimentation, and erosion control work that may be
12 specified in the Contract to ensure continuous water pollution/erosion/sedimentation control
13 is maintained during performance of the Work.
14
- 15 G. If the Engineer orders the Work suspended for an extended time, the Contractor shall make,
16 before the Engineer assumes maintenance responsibility, every effort to control erosion,
17 pollution, sedimentation, and run-off during shutdown.
18
- 19 H. The extent of excavation, borrow, and embankment operations in progress will be limited
20 commensurate with the Contractor's capability and progress in keeping the finish grading,
21 mulching, seeding, and other permanent pollution/erosion/sedimentation control measures
22 current according to the accepted critical path schedule. If the Engineer determines that water
23 pollution or erosion or sedimentation could occur due to seasonal limitations, the nature of
24 the material, or the Contractor's progress, temporary water pollution/erosion/sedimentation
25 control measures shall be taken immediately. The Engineer may require the Contractor's
26 operations to be scheduled so those permanent pollution/erosion/sedimentation control
27 features will be installed concurrently with or immediately following grading operations.
28
- 29 I. Under no conditions shall the amount of surface area of erodible earth material exposed at
30 one time by clearing and grubbing, excavation, borrow or fill within the Right of Way exceed
31 18,000 square feet without prior approval by the Engineer.
32
- 33 J. Permanent pollution/erosion/sedimentation control work ordered by the Engineer and not
34 covered in the Bid will be considered extra work and paid for as such. Only
35 pollution/erosion/sedimentation control included in the Bid Form or designated by the
36 Engineer and ordered as extra work will be considered permanent control measures.
37
- 38 K. Temporary erosion control, temporary sedimentation control, and temporary water pollution
39 control shall be the Contractor's responsibility. Costs for temporary erosion control, for
40 temporary sedimentation control, and for temporary water pollution control work will be
41 considered incidental to the Work and such costs shall be included in the Bid item prices for
42 the various Bid items of Work listed in the Bid Form, unless a specific Bid item for
43 temporary erosion/pollution/sedimentation control work is included in the Bid Form.
44
- 45 L. Records of submitted and actual pollution/erosion/sedimentation controls and plans shall be
46 retained for a period of three years after the Completion Date and shall be available at
47 reasonable times and places for inspection by authorized representatives of the Owner and,
48 when applicable, other entities providing funds for the Work.
49

50 1.12 DEWATERING
51

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ENVIRONMENTAL POLLUTION CONTROL

- 1 A. The Contractor shall operate and maintain all pumps, tanks and other equipment necessary
2 for the environmentally safe removal and disposal of water from the various parts of the
3 work. The method proposed by the Contractor for removal of water from excavations shall be
4 subject to the approval of the Engineer. The Engineer has the right and authority to
5 disapprove any method proposed for discharge of water from excavations.
6
- 7 B. When discharge of water from the site is subject to approval of any Federal, State or local
8 agency, the Contractor shall be responsible for obtaining such approval before commencing
9 any pumping or de-watering operation.
10
- 11 C. The Contractor shall include a plan to control and treat any wastewater created from
12 dewatering activities in the Environmental Pollution Control Plan.
13

14 1.13 DUST CONTROL

- 15
- 16 A. Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt
17 migration. Comply with all local regulations.
18

19 PART 2. PRODUCTS

20 Not applicable.

21

22 PART 3. EXECUTION

23 Not applicable.
24
25
26

END OF SECTION

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TEMPORARY EROSION AND SEDIMENTATION CONTROL

1 PART 1 - GENERAL

2
3 1.01 DESCRIPTION

- 4 A. Work includes: Temporary Erosion and Sedimentation Control (TESC) measures including
5 but not limited to silt fence, coir log check dams, stabilized construction access, and
6 measures necessary to filter dewatering discharge prior to release from the site.
- 7 B. Protect all receiving waters from deleterious effects of construction.
- 8 C. Provide the erosion control measures shown on the Plans required herein and all additional
9 measures that may be required by the Owner and also the Contractor's means and methods
10 of construction as needed to control erosion and sediment at the construction site.
- 11 D. Prevent violation of surface water quality, ground water quality, or sediment management
12 standards.
- 13 E. Erosion control measures shall be maintained throughout the course of construction and
14 until all disturbed soil is stabilized in finished grades.

15 1.02 QUALITY ASSURANCE

- 16 A. The Contractor shall designate the Certified Erosion and Sedimentation Control Lead
17 (CESCL) person at the Preconstruction Conference. The CESCL shall prepare and
18 implement the TESC plan, the SWPPP, and the SPCC plan.
- 19 B. TESC measures shown on the drawings are to be considered the minimum required
20 measures necessary to initiate construction activities in typical weather conditions and with
21 the Contractor providing all due care to protect the work from precipitation and runoff.
- 22 C. Actual weather conditions, management of earthwork operations, and quality of
23 installation of erosion control measures may cause the need for implementation of
24 additional measures not specified on the drawings. The Contractor shall be responsible for
25 all costs associated with implementation of additional TESC measures required by the
26 Owner and as necessary to meet the requirements of the Clean Water Act, the State of
27 Washington Department of Ecology, and Snohomish County Standards.
- 28 D. Contractor shall monitor water quality characteristics of all runoff and dewatering
29 discharges and is responsible for all fees, fines, and delays related to TESC, SWPPP, and
30 SPCC plan non-compliance and other stormwater and dewatering system discharges.

31
32 1.03 SUBMITTALS

- 33 A. Monthly TESC Conditions Report
- 34 1. As a condition of payment, the Contractor shall submit monthly reports regarding
35 TESC measures to the Owner that document the performance and any maintenance
36 required of the TESC measures installed on-site.
- 37 2. This requirement shall be waived for months during which no rainfall event greater

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TEMPORARY EROSION AND SEDIMENTATION CONTROL

1 than 0.5 inches per day or no dewatering occurs.

2 3. Inspection reports shall include a record of:

- 3 a. Daily weather logs including observations of stormwater runoff from the site.
- 4 b. Test results of any water quality testing executed by the Contractor.
- 5 c. When, where, and how TESC measures were installed, removed, or modified.
- 6 d. Repairs to TESC measures that are made or required.
- 7 e. Observations of TESC measures effectiveness and proper placement.
- 8 f. Recommendations and implementation of improvements and additional TESC
- 9 measures required as a result of the contractor's means and methods of prosecuting
- 10 the work.

11 4. The reports shall be considered to be part of the SWPPP required by the State of
12 Washington Department of Ecology's Stormwater Management Manual. Copies of the
13 TESC reports, this section of the specifications and sheet 12 of the SWPPP shall be
14 retained on site and shall be provided to inspectors upon request.

15 5. The Contractor shall submit updated TESC Plans for each phase of the work. The
16 updated phased TESC Plans shall include all TESC measures shown in the Contract
17 Documents together with any enhancements or additional measures as required by the
18 Owner's or the Contractor's means and methods to meet the performance objectives of
19 the Stormwater Pollution Prevention Plan (SWPPP).

20 B. Contractor's Spill Prevention Control and Countermeasures Plan (SPCC)

21 1. The Contractor shall submit a SPCC Plan prior to commencement of any construction
22 activities.

23 2. The SPCC Plan shall include the following:

- 24 a. Construction phasing and identify potential spill sources at the site and the location
25 of contaminant absorption and containment supplies.
- 26 b. Description of responsive actions in the event of a spill or release of contaminants
27 and shall identify notification and reporting procedures.
- 28 c. Contractor management elements such as personnel responsibilities, project site
29 security, site inspections, and training.
- 30 d. Description of measures the Contractor shall take to prevent the release or spread
31 of the following:

- 32 1. All hazardous material found on site or encountered during construction

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TEMPORARY EROSION AND SEDIMENTATION CONTROL

1 2. All hazardous materials that the Contractor stores, uses, or generates on the
2 construction site during construction activities.

3 3. Hazardous material as referred to within this specification is defined in RCW
4 70.105.010 under “hazardous substance”.

5 PART 2 – PRODUCTS

6
7 2.01 HYDROSEED MIX: For erosion control of disturbed areas that will be temporarily
8 unworked for a period greater than one week. Seed shall meet the requirements of
9 WSDOT Section 9-14.2.

10
11 Apply 100% annual ryegrass seed by weight at a rate of four (4) lbs per 1,000 square feet
12 per Section 32 92 00.

13
14 Seed shall be 98% pure with a minimum germination rate of 90%.

15
16 For seed mix for areas to receive final seeding refer to section 32 92 00.

17
18 2.02 SILT FENCE: Fabric shall meet the requirements of WSDOT section 8-01.3(9)A2.

19
20 2.03 STABILIZED CONSTRUCTION ENTRANCE: Stabilized construction entrance shall
21 meet the requirements of WSDOT section 8-01.3(7).

22
23 A. Geotextile Fabric shall comply with WSDOT’S 9-33.2(1) Table 3, nonwoven
24 Geotextile for separation.

25 B. Quarry spalls shall be fractured quarry rock. Spalls shall be hard, sound and
26 unweathered and shall comply with WSDOT’S 9-13.1(5).

27 2.04 NETTING: Jute net shall be heavy, uniform cloth woven of single jute yarn. 36 to 48
28 inches wide with an average weight of 1.2 lbs/linear yard. Netting shall be securely
29 anchored to the soil with No. 11-gauge wire staples at least six (6) inches long.

30
31 2.05 STRAW MULCH: Straw mulch shall comply with WSDOT 9-14.4(1).

32
33 2.06 PLASTIC COVERING: Clear plastic (polyethylene) sheeting shall have a minimum
34 thickness of 6 mil.

35
36 2.07 COIR DITCH CHECK: As detailed on Drawings, provide coir materials by North
37 American Green (ACF West Inc. Geosynthetic Products, 15540 Woodinville-Redmond
38 Road, Woodinville, WA 98072. Phone: (425) 415-6115), or approved equal.

39 PART 3 - EXECUTION

40 3.01 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

41
42 A. Contractor shall implement the SWPPP as provided for in the Stormwater Permit
43 Application Package.
44

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TEMPORARY EROSION AND SEDIMENTATION CONTROL

- 1 B. See Drawings of the project vicinity map, site map, conveyance systems, general
2 erosion and sediment control measures, and erosion and sediment control details.
3

4 3.02 DUST CONTROL
5

- 6 A. Contractor is informed that the Project Site may be dust prone. Contractor shall
7 keep dust down at all times, including non-working hours, weekends and holidays.
8 Sprinkle or treat, with dust suppressors, the soil at the site, haul roads and other
9 areas disturbed by operations. No dry power brooming is permitted. Instead, use
10 vacuuming, wet mopping, wet sweeping or wet power brooming. Air blowing is
11 permitted only for cleaning non-particulate debris, such as steel reinforcing bars.
12 No sandblasting is permitted unless dust therefrom is confined. Only wet cutting
13 of concrete blocks, concrete and asphalt is permitted. No unnecessary shaking of
14 bags is permitted where bagged cement, concrete mortar and plaster is used.
15 Contractor shall comply with WAC 173-470-100.

16 3.03 CLEANUP AND REMOVAL OF TESC MEASURES

- 17 A. Completely remove all TESC measures when directed by the Owner prior to
18 Project Final Acceptance.
19
20 B. Repair areas damaged by removal operation to match the conditions of non-
21 damaged areas.
22
23
24

END OF SECTION

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 70 00
EXECUTION AND CLOUSEOUT REQUIREMENTS

1 PART 1 GENERAL

2
3 1.01 SECTION INCLUDES

- 4
5 A. Comply with requirements stated in General Conditions of the Contract and in Specifications
6 for administrative procedures in closing out the Work.

7
8 1.02 SUBSTANTIAL COMPLETION

- 9
10 A. Substantial Completion is the stage in the progress of the Work when the Work or designated
11 portion thereof is sufficiently complete in accordance with the Contract Documents so the
12 Owner can occupy or utilize the Work for its intended purpose. See General Requirements.

13
14 1.03 PREREQUISITES TO SUBSTANTIAL COMPLETION

- 15
16 A. General: Prior to requesting Owner's inspection for certification of Substantial Completion,
17 complete the following and list known exceptions in request:
18
19 1. In progress payment request coincident with or first following date claimed, show either
20 100% completion for portion of Work claimed as "Substantially Complete," or list
21 incomplete items, value of incomplete items, and reasons for being incomplete.
22
23 2. Include supporting documentation for completion as indicated in these Contract
24 Documents.
25
26 3. Submit statement showing accounting of changes to the Contract Sum.
27
28 4. Submit specific warranties including special guarantees, workmanship/maintenance
29 bonds, maintenance agreements, final certifications, and similar documents.
30
31 5. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and
32 access to services and utilities, including (where required) occupancy permits, operating
33 certificates, and similar releases.
34
35 6. Make final changeover of locks and transmit keys to Owner and advise Owner's
36 personnel of changeover in security provisions.
37
38 7. Complete start-up testing of systems, and instruction of Owner's operating/maintenance
39 personnel. Discontinue (or changeover) and remove from project site temporary facilities
40 and services, along with construction tools and facilities, mock-ups, and similar elements.
41
42 B. Inspection Procedures: Upon receipt of Contractor's request, Owner will either proceed
43 with inspection or advise Contractor of prerequisites not fulfilled. Following initial
44 inspection, Owner will either prepare certificate of Substantial Completion, or advise
45 Contractor of work which must be performed prior to issuance of certificate; and repeat
46 inspection when requested and assured that work has been substantially completed.
47 Results of completed inspection will form initial "punch list" for final acceptance. If
48 necessary, procedure will be repeated. When Owner finds the Work acceptable under the
49 Contract Documents, he/she requests Contractor to make closeout submittals. Closeout
50 will be at the time of physical completion but prior to the one-year maintenance period.

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 70 00
EXECUTION AND CLOUSEOUT REQUIREMENTS

1
2 1.04 Prerequisites for Physical Completion Date:

3
4 A. Show evidence of compliance with requirements of the following:

- 5
6 1. Permits, as required by regulatory agencies.
7
8 2. Make final changeover of locks and transmit keys to Engineer and advise Engineer's
9 personnel of changeover in security provisions.
10
11 3. Discontinue (or changeover) and remove from project site temporary facilities and
12 services, along with construction tools and facilities, mock-ups, and similar elements.
13

14 B. Upon Physical completion, the Consultant will forward letter to Engineer, and the Warranty
15 and maintenance period will be initiated. The Contractor shall hold a minimum of \$11,000
16 for the one-year landscape maintenance period work.
17

18 1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER

19
20 A. Show evidence of compliance with requirements of the following:

- 21
22 1. Governing authorities, as required by Regulatory Agencies.
23
24 2. Project Record Documents to requirements of Section 01 78 39.
25
26 3. Affidavits of Wages Paid for Contractor and all Sub-Contractors
27
28 4. Payment and Release of liens: to requirements of Owner.
29
30 5. All Warranties and Bonds.
31

32 1.06 FINAL ADJUSTMENT OF ACCOUNTS

33
34 A. Submit a final statement of accounting to Owner at the completion of the one-year warranty
35 and maintenance period.
36

37 B. Reflect all adjustments to Contract Sum. Indicate the following:

- 38
39 1. The original Contract Sum
40
41 2. Additions and deductions resulting from:
42
43 a. Previous Change Orders
44
45 b. Bid Additives
46
47 c. Unit prices
48
49 d. Deductions of uncorrected work
50

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 70 00
EXECUTION AND CLOUSEOUT REQUIREMENTS

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e. Other adjustments

3. Total Contract Sum, as adjusted

4. Previous Payments

5. Sum remaining due

1.07 Final Application for Payment

A. Submit final Application for Payment in accordance with procedures and requirements of the Owner.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 70 00
EXECUTION AND CLOUSEOUT REQUIREMENTS

SUBSTANTIAL COMPLETION

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Date:

....., Owner

Re: Project Name

The Work performed under this Contract has been substantially completed. The Contractor, (Name) hereby requests a Substantial Completion Inspection (Punch List) and establishment of the date of Substantial Completion.

The Contractor will complete or correct the Work on the punch list within working days from the date of Substantial Completion established by the Owner.

Contractor

By

Date

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 70 00
EXECUTION AND CLOUSEOUT REQUIREMENTS

PHYSICAL COMPLETION

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Date:

....., Owner

Re: Project Name

The Work items identified in the punch list have been completed. The Contractor, (Name) hereby requests Physical Completion and establishment of the date of Physical Completion and the beginning of the warranty period.

The Contractor understands that the Snohomish County Parks and Recreation will assume all maintenance of the facility upon Physical Completion.

Contractor

By

Date

1 PART 1 GENERAL

2
3 1.01 DESCRIPTION

4
5 A. Work included: Provide such field engineering services as are required for proper completion
6 of the Work including, but not necessarily limited to:

- 7
8 1. Establishing and maintaining lines and levels from control points provided by the Owner.
9
10 2. Construction staking for all construction activities.
11
12 3. Recording of as-built information.
13

14 B. Survey base data:

- 15
16 1. The site plan for the construction project area was compiled from a field survey on the
17 site.
18
19 2. The Owner makes no representation that the survey information is complete or that it
20 addresses every site condition, which may be significant to the Work.
21
22 3. The provision of the survey information by the Owner does not relieve the Contractor of
23 the responsibility to carefully examine the site and to take into account any conditions or
24 variance with or in addition to the conditions shown on the survey.
25
26 4. The existence and location of underground and other utilities and facilities indicated as
27 existing are not guaranteed. Before beginning site work, investigate and verify the
28 existence and location of underground utilities and other construction.
29

30 1.02 RELATED WORK SPECIFIED ELSEWHERE

31
32 Section 01 10 00 – Summary of Work
33 Section 01 78 39 – Project Record Documents
34 Section 31 20 00 – Earthwork
35

36 1.03 QUALITY ASSURANCE

37
38 A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the
39 necessary crafts and who are completely familiar with the specified requirements and the
40 methods needed for proper performance of the Work of this section.
41

42 B. Qualification of surveyor or engineer: registered state professional surveying engineer
43 acceptable to the Owner.
44

45 1.04 SUBMITTALS

46
47 A. Upon request of the Owner, submit:

- 48
49 1. Data demonstrating the qualifications of licensed persons proposed to be engaged for field
50 engineering services.

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2. Documentation verifying the accuracy of field engineering work.
 3. Certification, signed by the Contractor's surveyor, that elevations and locations of improvements are in conformance or non-conformance with requirements of the Contract Documents.

1.05 PROCEDURES

- A. In addition to procedures directed by the Owner for the proper performance of the Contractor's responsibilities:
 1. Protect control points furnished by the Owner before starting Work on the site.
 2. Preserve permanent reference points during the progress of the Work, as shown on the Drawings.
 3. Locate and preserve grade control stakes as required in section 31 22 00, Earthwork.
 4. Do not change or relocate reference points or items of the Work without written approval from the Owner.
 5. Promptly advise the Owner when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the Owner, require the field engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.

PART 2. PRODUCTS

(Not Used)

PART 3 EXECUTION

- A. Construction layout:
 1. Employ a surveyor licensed by the State of Washington to layout the Work of this contract.
 2. Using coordinates shown on the layout plan for each structure and additional points as required, at reasonable intervals across the site, layout the Work described by the contract documents using recognized surveying methods and keeping an accurate field book of Work completed.
 3. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale drawings to determine dimensions. Advise entities engaged in construction activities, of marked lines and levels provided for their use. As construction proceeds, check every major element for line, level, and plumb.

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 71 23
FIELD ENGINEERING BY CONTRACTORS

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4. Provide stakes as required by various sections of these specifications, and as required for accurate construction, and make staking information available to the Owner for review prior to executing construction based on staking.
 5. Record deviations from required lines and levels and advise the Owner when deviations that exceed indicated or recognized tolerances are detected. Record the on project record drawings deviations that are accepted and not corrected.
- B. As-built information: As-built information is necessary for, but not limited to, the following:
1. Locations of shutoff valves, double-check valves, all irrigation valves; cleanouts, junction boxes, and handholes for underground utilities; all underground lines and pipes for water, irrigation, sewer, and storm drainpipe and cleanouts, as well as empty conduit.
 2. Corners and/or center lines, and benchmark elevations, of fencing, play elements, and other major structures.

END OF SECTION

1 PART 1 - GENERAL

2
3 1.01 Operation and Maintenance Manuals

4
5 A. Provide three copies of manuals containing all operating and maintenance data relevant to the
6 Contract Work. Organize operating and maintenance data into suitable sets of manageable
7 size. Properly Bind indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered
8 binders, with pocket folders for folded sheet information. Mark appropriate identification on
9 the front and spine of each binder. Provide neat, clean, legible copies of data, 8-1/2" x 11"
10 size, provide drawings 11"x17" size, accordion-folded for binding. Provide typewritten,
11 plastic coated tabs for each section. Provide the information in the following format:

- 12
- 13 1. Imprint the front cover of the binder with the name of the Project, Owner, and Contractor.
- 14
- 15 2. Imprint the spine of the binder with the name of the project.
- 16
- 17 3. Provide a "Project Team Page" with the names, addresses, and phone numbers of the
18 project manager, Owner, General Contractor, and major subcontractors.
- 19
- 20 4. Provide a complete index listing major sections of the Project Manual and clearly
21 identifying categories of information in each section using C.S.I. Format.
- 22
- 23 5. Divide Sections into the following components:
- 24
- 25 a. Warranties: Provide copies of all warranties by site, as applicable.
- 26
- 27 b. Preventative Maintenance Schedules: For the Project Site, provide, in 12-Month
28 calendar form, such preventative maintenance tasks as required to ensure the longest
29 possible useful life of the improvements. Label Key Tasks throughout the calendar,
30 referencing those tasks with complete and detailed descriptions of the work to be
31 performed. Include any and all pertinent information as recommended and made
32 available by the manufacturer or supplier of materials.
- 33
- 34 c. Catalog Cuts: Provide copies of catalog cuts of all material submittals as required by
35 the specifications. Compile by specification section.
- 36

37 1.02 Additional Copies

38
39 A. Preliminary O&M Data

- 40
- 41 1. Before requesting the preliminary inspection by the Owner incidental to declaring
42 Substantial Completion, the Contractor shall assemble a preliminary draft copy of the
43 O&M data applicable to all mechanical, electrical, and plumbing systems. This draft shall
44 be available on-site for reference by the preliminary inspection team.
- 45

46 B. Warranties

- 47
- 48 1. When operating and maintenance manuals are required for warranted construction,
49 provide additional copies of each required warranty, as necessary, for inclusion in each
50 required manual.

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 78 00
OPERATION AND MAINTENANCE DATA

1
2 PART 2. PRODUCTS
3 (Not Used)
4
5 PART 3. EXECUTION
6 (Not Used)
7
8
9

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 USE AND PROTECTION

- 4
5 A. Do not use record documents for construction purposes; protect from deterioration and loss in
6 a secure, fire-resistive location; provide access to record documents for the Owner's reference
7 during normal working hours.
8

9 1.02 Record Drawings

- 10
11 A. Maintain a clean, undamaged set of black line white prints of Drawings and Shop Drawings.
12 Mark the set to show the actual installation where the installation varies substantially from
13 the Work as originally shown. Mark whichever drawing is most capable of showing
14 conditions fully and accurately; where Shop Drawings are used, record a cross-reference at
15 the corresponding location on the Drawings. Give particular attention to concealed elements
16 that would be difficult to measure and record at a later date.
17

18 PART 2. PRODUCTS

19
20 (Not Used)

21
22 PART 3 EXECUTION

23
24 3.01 Marking of Plans and Specifications

- 25
26 A. Mark record sets with red erasable pencil; use other colors to distinguish between variations
27 in separate categories of the Work.
28
29 B. Mark new information as directed by the Owner but was not shown on Drawings or Shop
30 Drawings.
31
32 C. Indicate locations of elements that of work that were changed or new due to Change Orders.
33 Locate elements with dimension lines measured in feet and inches.
34
35 D. Note related Change Order numbers where applicable.
36

37 3.02 Organization

- 38
39 A. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets,
40 and print suitable titles, dates, and other identification on the cover of each set.
41

42 3.03 Delivery

- 43
44 A. Before requesting the preliminary inspection by the Owner incidental to declaring Substantial
45 Completion, the contractor shall make available a complete set of the working drawings
46 annotated in red pencil to show "as-built" conditions. This working copy shall be available
47 on-site for reference by the preliminary inspection team.
48
49 B. Before declaration of physical acceptance, these working prints, updated clearly and legible
50 to reflect deviations from the project documents, shall be delivered to the Owner.

STRAWBERRY FIELDS TURF CONVERSION
SECTION 01 78 39
PROJECT RECORD DOCUMENTS

1
2
3

END OF SECTION

1 PART 1 GENERAL

2 1.01 SCOPE PROVISIONS

- 3 A. The *Standard Specifications for Road, Bridge and Municipal Construction, current edition*, and
4 the current version of the *Standard Plans for Road, Bridge and Municipal Construction*, both as
5 prepared by the Washington State Department of Transportation (WSDOT) (hereinafter referred
6 to as WSDOTSS), including the Standard Plans, all are referred to hereinafter collectively as the
7 “Standard Specifications”. The Standard Specifications are hereby made a part of this Contract.
8 The Standard Specifications, except as may be modified or superseded by these Contract
9 Documents, shall govern all phases of the work specified in these Contract Documents.
- 10 B. Division 1 General Requirements of the *Standard Specifications for Road, Bridge and Municipal*
11 *Construction, current edition*, will not as serve this contract’s General Requirements: Refer to
12 Division)) and Division)1 Specification Sections.
- 13 C. All references to City Standards shall mean the City of Marysville Engineering Design and
14 Development Standards: <https://marysvillewa.gov/101/Development-Services>.
- 15 D. Whereas any subsection or portion thereof of the Standard Specifications is deleted, amended,
16 altered, or changed hereafter, it is meant to pertain only to that particular portion of the section
17 and in no way should it be interpreted that the balance of the section does not apply. The
18 Contractor is fully responsible for coordinating the specification requirements in all related
19 sections and divisions of the work.
- 20 E. All references in the Standard Specifications and elsewhere to the “Secretary”, “Owner’s
21 Representative”, or to the “Architect, Landscape Architect or Engineer” shall be interpreted to
22 mean the Owner. All references to “Owner” shall be interpreted to mean the City of Marysville’s
23 Project Manager or Representative.
- 24 F. All labor materials, and equipment required to complete the work shown and/or described in the
25 Contract Documents as part of the complete and functioning systems shown on the drawings
26 and/or as described in these specifications and in accordance with the Standard Specifications and
27 specifically including restoration of all existing services, utilities and site improvements and
28 vegetation that may have been disturbed by the work but not specifically identified as to be
29 removed or demolished, is considered incidental to the work described in these Special
30 Provisions.
- 31 G. The Contractor shall maintain traffic control measures as necessary to ensure traffic safety
32 (including bicycle and pedestrian traffic) during all construction activities. All construction
33 signing and temporary pavement markings shall conform to the Manual for Uniform Traffic
34 Control Devices (MUTCD). All traffic control measures shall be in conformance with City
35 Standards and shall be subject to the approval of the Owner.
- 36 H. The location of existing utilities as shown on the drawings is approximate and is not warranted to
37 be a representation of all utilities in the project area. The Contractor is responsible for contacting
38 all other utility owners for field location of all utilities prior to construction. The one-call number
39 for underground utility location services is 811. The Contractor shall promptly notify the Owner
40 of any conflicts between the Contract Documents and field location of existing utilities. The
41 Contractor shall be responsible for maintaining the integrity of all existing utilities during
42 construction.

STRAWBERRY FIELDS TURF CONVERSION
SECTION 02 10 00
STANDARD SPECIFICATIONS

1 PART 2 PRODUCTS - NOT USED.

2 PART 3 EXECUTION - NOT USED

3

4

END OF SECTION

CAD FILE REQUEST FORM

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Date: _____

Contractor Requesting Disks: _____

Name of Contractor's Staff, Contractor's address, phone and email: _____

Drawings Requested: _____

Consultant Authorization: Name: _____

Signature: _____

The undersigned acknowledges that the use of information contained on these files are at their own risk. The information contained herein may not include final information included in the Contract Documents, and/or Addenda (Amendments) revisions. The accuracy of information, scale and dimensions is not guaranteed. The undersigned agrees to indemnify and hold harmless the consultant, their agents, employees and sub-consultants from any and all claims, losses, expenses, damages and liability, including attorney's fees, arising out of their use of the information contained herein. The undersigned warrants that he/she has authority to sign and bind the company for and to the foregoing.

Acknowledged for: _____
(Company Name)

By: _____
(Name and Title)

Signature: _____ Date: _____

1 PART 1 - GENERAL

2
3 1.01 DESCRIPTION

4
5 A. In general, demolition consists of:

- 6
7 1. Demolition, including off-site disposal where indicated, of all existing above and
8 below ground existing features and items described on Drawings.
9 2. Demolition, including off-site disposal, of all other miscellaneous items not
10 specifically described herein or on the Drawings, but necessary for construction
11 of new improvements.
12

13 1.02 EXISTING CONDITIONS

14
15 A. Drawings of existing conditions are for Contractor's general reference. Contractor shall
16 carefully examine existing conditions prior to bidding. Prior to starting demolition,
17 Contractor and Owner shall make a complete inspection of site conditions noting visible
18 defects of items to remain.
19

20 B. At completion of demolition, Contractor and Owner shall make examination of possible
21 damage caused by demolition work. Examination report shall be approved by both
22 parties where no damage is apparent.
23

24 C. All construction equipment will be inspected daily for fluid leaks; no equipment will
25 leave the upland staging area until any leaks have been repaired. Fueling and
26 maintenance of equipment will occur only at the upland staging area. All equipment left
27 on site shall be stored in the Staging Area.
28

29 1.03 QUALITY ASSURANCE

30
31 A. All work shall comply with the City of Marysville Engineering Design and Development
32 Standards and all other jurisdictional agencies.
33

34 B. Notify adjacent property owners of work which may affect their property, potential noise,
35 utility outage, or disruption. Coordinate with Owner.
36

37 1.04 DISPOSAL SITE

38
39 A. All demolished materials and excavation spoils shall be removed off site and deposited
40 legally, unless otherwise described on Drawings.
41

42 B. The Contractor is responsible for all costs for removal, hauling, placing, erosion control,
43 traffic control, roadway cleanup, and other activities to haul and place the disposal
44 material.
45

46 PART 2 - PRODUCTS

47
48 2.01 Rigid Tree Protection Fencing:

49
50 Not Used

1
2 2.02 Temporary Security Fencing
3

- 4 A. Prefabricated portable galvanized chain link fence panels including fabric, posts,
5 top and bottom rails, and temporary posts.
6
7 B. Prefabricated Portable Fence Panels:
8 1. Shall be a minimum of 6 feet high by minimum 8 feet wide and
9 maximum 10 feet wide or as detailed on Plans.
10 a. Posts - minimum 1-1/2" OD Schedule 40 galvanized steel pipe.
11 b. Fabric - minimum 11 gauge galvanized two-inch diamond mesh
12 steel wire interwoven with twisted selvage top and bottom.
13 d. Wire ties shall be 9-gauge aluminum wire and installed within 6"
14 of the top and bottom of each post, and a minimum of 18" on
15 center between and 18" on center on all top and bottom rails.
16 2. Prefabricated portable temporary fence panels shall be constructed to
17 industry standards for fixed chain link fencing.
18 3. Panels shall be connected mechanically by means of prefabricated,
19 bolted bracket manufactured specifically for the purpose.
20 4. Panels shall not be wired together.
21
22 C. Bracing:
23 1. Provide additional panels or outriggers as necessary to provide a rigid,
24 stable run of fence.
25 2. Use only pre-manufactured outriggers or additional fence panels.
26
27 D. Driven Post Fencing:
28
29 Not Used
30
31 E. Openings for access shall be 16 feet wide with double padlocks to allow
32 Contractor and Owner entry. Owner will provide 1 lock keyed for Owner
33 personnel for each entry. Contractor shall provide a lock keyed for Contractor
34 and Subcontractors for each entry.
35

36 2.03 OTHER MATERIALS AND EQUIPMENT
37

- 38 A. Shall be as required for work involved.
39

40 PART 3 – EXECUTION
41

42 3.01 DEMOLITION REQUIREMENTS
43

- 44 A. Do not close or obstruct roadways without Owner's approval.
45
46 B. As described herein and on the Drawings.
47
48

1 3.02 MISCELLANEOUS MATERIAL
2

- 3 A. Other miscellaneous material (such as metal hardware, attached timbers, etc.) shall be
4 disposed of legally off-site.
5

6 3.03 DEMOLITION, GENERAL
7

- 8 A. General: Demolish indicated existing structures and site improvements completely as
9 described on Drawings. Use methods required to complete the work within limitations of
10 governing regulations.
11

- 12 B. Site Access and Temporary Controls: Conduct demolition and debris-removal operations
13 to ensure minimum interference with roads, streets, walks, walkways, and other adjacent
14 occupied and used facilities.
15

- 16 1. Do not close or obstruct parking lot, street, walks, walkways, or other adjacent
17 occupied or used facilities without written permission from Owner and
18 authorities have jurisdiction. Provide alternate routes around closed or
19 obstructed traffic ways if required by authorities having jurisdiction.
20 2. Use water mist and other suitable methods to limit spread of dust and dirt.
21 Comply with governing environmental-protection regulations. Do not use water
22 when it may damage adjacent construction or create hazardous or objectionable
23 conditions, such as ice, flooding, and pollution.
24

- 25 C. Verify with Owner that clearing and site improvement, removal and relocation
26 may safely and appropriately begin.
27

- 28 D. Pay for and obtain all required permits and permission prior to commencing
29 work.
30

31 3.04 TEMPORARY SECURITY FENCE INSTALLATION
32

- 33 A. The Staging and Work Area is closed to the public. Provide security fencing as
34 required to prohibit unauthorized access to the site throughout the life of the
35 Contract.
36

37 3.05 CLEARING AND GRUBBING AROUND EXISTING TREES AND VEGETATION
38

- 39 A. All clearing and grubbing around the bases of existing trees and vegetation to
40 remain shall be performed by hand methods.
41
42 B. No machinery, vehicles, or storage of materials shall be allowed within the drip
43 line of existing trees to remain except as shown on Drawings.
44
45 C. Contractor shall be responsible for all damage to existing trees and vegetation.
46
47

1 3.06 CLEARING AND GRUBBING OF IMPERISHABLE DEBRIS
2

- 3 A. Remove and dispose off site all imperishable debris that would be unsuitable for
4 bearing or growing medium as applicable, including, but not limited to, rocks,
5 pipe, and existing construction.
6

7 3.07 CLEARING AND GRUBBING OF SPORTSFIELD AREAS
8

- 9 A. As described on the Drawings. Reference Section 02 41 30 Selective Natural
10 Grass Removal.
11

12 3.08 DRAINAGE
13

- 14 A. Keep street and site drains clear of mud and sediment build-up and open for
15 drainage.
16
17 B. Keep open pits and holes caused by demolition work free of standing water.
18

19 3.09 REPAIRS
20

- 21 A. General: Promptly repair damage to adjacent construction caused by demolition
22 operations.
23
24 B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives
25 received from recycling building demolition materials shall accrue to Contractor.
26

27 3.10 DISPOSAL OF DEMOLISHED MATERIALS
28

- 29 A. General: Except for items or materials indicated to be recycled, salvaged, or otherwise
30 indicated to remain Owner's property, remove demolished materials from Project site and
31 legally dispose of them.
32
33 1. Do not allow demolished materials to accumulate on-site.
34 2. Remove and transport debris in a manner that will prevent spillage on adjacent
35 surfaces and areas.
36
37 B. Burning of demolished materials is prohibited.
38

39 3.11 CLEANING
40

- 41 A. Clean adjacent structures and improvements of dust, dirt, and debris caused by
42 demolition and clearing / grubbing operations.
43
44
45

END OF SECTION

1 PART 1 GENERAL
2
3

4 1.01 DESCRIPTION
5

- 6 A. Furnish all materials, equipment, labor, and related items necessary to complete the work shown
7 on the Plans and as specified herein. Work shall include the precision removal of natural turf
8 grass by manual methods and a Fraise Mower to the prescribed depths shown on the Plans. This
9 work includes offsite disposal of waste materials.
10

11 1.02 RELATED WORK
12

- 13 A. Related work in other sections of these Specifications includes but is not limited to:
14

15 1. Section 01 57 13 Temporary Sediment and Erosion Control
16

17 1.03 QUALITY ASSURANCE
18

- 19 A. Standard Specifications
20

21 All materials and workmanship for grading the site shall conform to the requirements of the most
22 current edition Standard Specifications for Road, Bridge, and Municipal Construction by
23 WSDOT and APWA.
24

25 1.04 SUBMITTALS
26

- 27 A. Submit complete performance information for the Fraise Mower equipment proposed to be
28 deployed to accomplish the work herein.
29

30 1.05 CONDITIONS AT SITE
31

- 32 A. Before proceeding with any work, the Contractor shall inspect the site, carefully check all grades
33 and verify all dimensions and conditions affecting the work.
34

- 35 B. Contractor shall report to the Owner's Representative all deviation and/or conflicts between
36 Plans, Specifications and Site Conditions. Extra work arising from failure to do so shall be done
37 at the Contractor's expense.
38

39 1.06 QUALIFICATIONS OF CONTRACTOR
40

- 41 A. Fraise Mower Operator Qualifications: the Fraise Mower Contractor shall be licensed in the State
42 of Washington, shall have a minimum of 3 years of experience with Fraise mowing sport fields.
43

44 1.07 IRRIGATION SYSTEM REMOVAL
45

- 46 A. Salvage and demolish irrigation system as defined in the Plans and Project Manual.
47

STRAWBERRY FIELDS TURFCONVERSION
SECTION 02 41 30
SELECTIVE NATURAL TURF GRASS REMOVAL

1
2 1.08 CONDUCT OF WORK
3

- 4 A. The Contractor shall continuously maintain a competent superintendent or foreman during the
5 progress of the work, with the authority to act for the Contractor in all matters pertaining to the
6 work. The Contractor shall give professional attention to the fulfillment of the Contract and shall
7 keep the work under control.
8
9 B. The Contractor shall confine operations to the working areas allotted by the Owner's
10 Representative for operations, including material and equipment storage.
11
12 C. The Contractor shall progressively clean the work site of debris and rubbish as the work proceeds.

13
14 PART 2 EQUIPMENT

15
16 2.01 HEAVY DUTY FRAISE MOWER
17

- 18 A. The Heavy Duty Fraise Mower with integral side arm conveyor required for this work shall have
19 the following minimum performance characteristics.
20

Working Width	2.00 meters
Overall / Transport Width	2.55 meters
Working Depth	0-50 millimeters
Number of Universe blades	(10 millimeters) 202 on every holder (Tungsten Tip Blades)
Number of Terraplane Blades	60
Number of Digging Blades	64 (32 x LH, 32 x RH)
Number of Scarifying Blades	112
Scarifying Blades Spacing	34 millimeters
Weight	1.695 kgs
Power Requirement	70-90 horsepower, creep speed or hydrostatic drive required.
Tractor Requirement	540 PTO. 30 ltr/min Hyd. Flow 2 x double acting spool
Operating Speed	0-2.4 mph (0-4 kph) for Universe rotor 0-3.7 mph (0-6 kph) with scarifying blades 0-1.2 mph (0-2 kph) with Terraplane or Digging rotor

21
22

1 2.02 TRACTOR
2

- 3 A. Tractor for Fraise Mowing and Debris Cart shall meet the performance characteristics defined the
4 Table in 2.01.A and shall have Large Turf, Diamond Tread, Flotation R-3 Turf Tires.
5

6 2.03 TRUCK OR DEBRIS CART
7

- 8 A. Truck for receiving conveyed Fraise organic debris shall be a one ton truck with dual rear tires.
9 Debris Cart shall be capable of receiving the organic debris produced and conveyed by the Fraise
10 Mower Debris Cart shall have Large Turf, Diamond Tread, Flotation R-3 Turf Tires.
11

12 PART 3 EXECUTION
13

14 3.01 GENERAL
15

- 16 A. All natural turf grass areas to be selectively removed shall be marked by Contractor and approved
17 by Owner prior to the commencement of turf removal.
18
19 B. Owner and Contractor shall activate the irrigation system and flag the location of all irrigation
20 heads. Contractor shall maintain these flags till Substantial Completion.
21

22 3.02 GRASS REMOVAL AT EDGES
23

- 24 A. Contractor shall remove grass mat at concrete curb, asphalt edges, fence line edges, at catch
25 basins, irrigation valve boxes and defined grass-to-grass cut edges to a location where the Fraise
26 Mower can operate efficiently. All grass debris shall be hauled offsite and dispose of in a legal
27 disposal site. Contractor shall edge cut to a depth of 3 inches at grass-to-grass interfaces defined
28 on the drawings.
29

30 3.03 FRAISE MOWING
31

- 32 A. Contractor shall set Fraise Mower to the depth of grass removal depth shown on the Plans.
33
34 B. Fraise Mower conveyor shall discharge organic debris into Truck/Debris Cart. Side casting
35 pulverized organic debris is prohibited.
36
37 C. A smooth, even, and uniform subgrade, free of surface irregularities shall be the result of the
38 Fraise Mower operations.
39
40 D. Fraise Mower shall operate lengthwise, or parallel to the field's longitudinal axis. Fraise Mower
41 shall overlap the previous Fraise mowed run by no more or less than 3" – 4".
42

43 3.04 TRUCK/DEBRIS CART UNLOADING
44

- 45 A. Truck/Debris Cart unloading and loading of organic debris onto trucks shall occur tin the Staging
46 Area shown on the plans and not on the natural grass areas and track.
47

STRAWBERRY FIELDS TURFCONVERSION
SECTION 02 41 30
SELECTIVE NATURAL TURF GRASS REMOVAL

1
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3.05 ORGANIC DEBRIS DISPOSAL

- A. All organic debris resulting from any project operations shall be hauled offsite and disposed of in a legal disposal site.

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 DESCRIPTION

4
5 A. Work Included:

- 6 1. Execute cutting, fitting or patching of work, required to:
- 7 a. Make various parts of the work fit properly.
 - 8 b. Uncover work to provide for installation of ill-timed work.
 - 9 c. Remove and replace defective work.
 - 10 d. Remove and replace work not conforming to requirements of Contract Documents.
 - 11 e. Install specified Work in existing construction.
 - 12 f. Inspect concealed work which required inspection prior to covering.
- 13 2. In addition to Contract requirements, upon written instructions of Owner's Representative as required to:
- 14 a. Uncover work to provide for observation of covered work.
 - 15 b. Remove samples of installed materials for testing.
 - 16 c. Remove work to provide for alteration of existing work.
- 17
18
19

20 1.02 SUBMITTALS

21
22 A. Submit a written request for approval by the Owner's Representative prior to any cutting or alteration which affects:

- 23 1. The Work of the Owner or any separate contractor;
- 24 2. The structural value or integrity of any element of the Project;
- 25 3. The integrity or effectiveness of weather-exposed or moisture resistant elements or systems;
- 26 4. The efficiency, operation life, maintenance or safety of operational systems.
- 27
28
29

30 B. The request shall include:

- 31 1. Identification of the Project.
- 32 2. Description of affected work.
- 33 3. Necessity for cutting.
- 34 4. Effect on other work, on structural integrity of the Project.
- 35 5. Description of proposed work. Designate:
- 36 a. Scope of cutting and patching.
 - 37 b. Contractor and trades to execute Work.
- 38

39 C. Prior to additional cutting and patching done on instruction of the Owner's Representative, submit cost estimate.

40
41

42 D. Should conditions of work or schedule indicate change of materials or methods, submit written recommendation to Owner's Representative, including:

- 43 1. Conditions indicating change.
- 44 2. Recommendations for alternative materials or methods.
- 45 3. Resubmittals as required for substitutions.
- 46
47
48

49 E. Submit written notice to the Owner's Representative designating time work will be uncovered, to provide for observation.

50

1
2 1.03 PAYMENT FOR COSTS
3

- 4 A. Cutting and Patching shall be included in the Base Bid.
5 B. Contractor shall pay for cutting and patching costs caused by ill-timed or defective work,
6 or work not conforming to Contract Document,
7

8 PART 2 PRODUCTS
9

10 2.01 MATERIALS
11

- 12 A. For replacement of work removed, comply with Specifications for type of work to be
13 done.
14

15 PART 3 EXECUTION
16

17 3.01 INSPECTION
18

- 19 A. All Cutting and Patching work shall comply with jurisdictional agency(ies) requirements
20 and standards.
21 B. Inspect existing conditions of work, including elements subject to movement or damage
22 during:
23 1. Cutting and patching.
24 2. Excavation and backfilling.
25
26 C. After uncovering Work, inspect conditions affecting installation of new products.
27
28 D. Report unsatisfactory or questionable conditions to the Owner in writing. Do not proceed
29 with the Work until the Owner has provided further instruction.
30

31 3.02 PREPARATION PRIOR TO CUTTING
32

- 33 A. Provide shoring, bracing and support as required to maintain structural integrity of the
34 affected portion of the Work.
35
36 B. Provide protection for other portions of Project.
37
38 C. Provide protection from elements for that portion of the Work which may be exposed by
39 cutting and patching work.
40

41 3.03 PERFORMANCE
42

- 43 A. The Contractor shall be responsible for coning, fitting or patching required to complete
44 the Work or to make its parts fit together properly.
45
46 B. Existing structures and facilities, including but not limited to buildings, utilities,
47 topography, streets, curbs, and walks, that are damaged or removed due to excavations or
48 other construction work, shall be patched, repaired or replaced by the Contractor to the
49 satisfaction of the Owner's Representative, the owner of such structures and facilities,
50 and governmental authorities having jurisdiction. In the event the governmental

1 authorities require that the repairing and patching be done with their own labor and/or
2 materials, the Contractor shall abide by such regulations and it shall pay for such work.

- 3
4 C. Execute fitting and adjustment of projects to provide finished installation to comply with
5 specified tolerances, finishes.
6
7 D. Execute cutting and demolition by methods which will prevent damage to other work and
8 will provide proper surfaces to receive installation of repairs and new work. All
9 pavement cutting shall be accomplished by a saw blade.
10
11 E. Restore work which has been cut or removed; install new projects to provide completed
12 work in accordance with requirements of Contract Documents.
13
14 F. Do not damage or endanger a portion of the Work or fully or partially completed
15 construction of the Owner or separate contractors by cutting, patching or otherwise
16 altering such construction, or by excavation. Do not cut or otherwise alter such
17 construction by the Owner or a separate contractor except with written consent of the
18 Owner and of such separate contractor; such consent shall not be unreasonably withheld
19
20 G. The Contractor shall not unreasonably withhold from the Owner or a separate contractor
21 the Contractor's consent to cutting or otherwise altering the Work.
22
23 H.
24 I. Refinish entire surfaces as necessary to provide an even finish.
25 1. Continuous Surfaces: To nearest intersections.
26 2. Assembly: Entire refinishing.
27
28 J. Execute excavating and backfilling by methods which will prevent settlement or damage
29 to other work.
30
31 K. Employ the original installer or fabricator to perform cutting and patching for:
32
33 1. Weather-exposed or moisture-resistant elements.
34 2. Sight-exposed finished surfaces.
35
36 L. Fit and adjust products to provide a finished installation complying with specified
37 installation data, functions, tolerances and finishes.
38
39 M. Existing surfaces requiring patching shall be repaired with materials matching adjacent.
40
41 1. If adjacent materials cannot be matched exactly, submit a sample of proposed
42 materials of similar construction, finish and color along with a sample of the
43 existing materials for approval by the Owner.
44

45 3.04 GRASS EDGE CUTTING

- 46
47 A. Contractor shall edge grass-to-grass interfaces as shown on drawings to a depth of 3
48 inches to facilitate easy and uniform sod-to-interface installation.
49

50 END OF SECTION

1 PART 1 - GENERAL

2
3 1.01 DESCRIPTION

- 4 A. This Special Provision includes Contractor provided Cast-in-Place Concrete for miscellaneous
5 concrete including, but not limited to footings, and other miscellaneous project concrete.
6

7 1.02 SUBMITTALS

- 8
9 A. Concrete mix designs and submittals required by ACI 301.
10

11 1.03 QUALITY ASSURANCE

- 12
13 A. Ready-Mixed Concrete Producer Qualifications: ASTM C 94/C 94M.
14
15 B. Comply with ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for
16 Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard
17 Practice."
18

19 1.04 CONCRETE WASH BASIN

- 20
21 A. Contractor shall establish an enclosed concrete wash basin where all concrete trucks shall clean
22 out their equipment. Contractor shall prepare a shop Drawing indicate the type, size and
23 location of Concrete Wash Basin. Concrete Wash Basin shall be lined with a minimum 20 mil
24 polyethylene liner. Contractor shall remove all evidence of Concrete Wash Basin at project
25 completion and dispose off-site.
26

27 PART 2 - PRODUCTS

28
29 2.01 MATERIALS

- 30
31 A. Reinforcing Bars: See Section 03 31 10.
32
33 B. Plain-Steel Welded Wire Reinforcement: See Section 03 31 10.
34
35 C. Portland Cement: ASTM C 150, Type I or II.
36
37 D. Fly Ash: ASTM C 618, Type C or F.
38
39 E. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
40
41 F. Aggregates per WSDOT 9-03.1(2)B, Class 1.
42
43 G. Air-Entraining Admixture: ASTM C 260.
44
45 H. Chemical Admixtures: ASTM C 494, water reducing and accelerating and water reducing and
46 retarding. Do not use calcium chloride or admixtures containing calcium chloride.
47
48 I. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene
49 sheet.

1
2 2.02 MIXES
3

- 4 A. Comply with ACI 301 requirements for concrete mixtures.
5
6 B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301, as
7 follows:
8 1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
9 2. Maximum Water-Cementitious Materials Ratio: 0.45.
10 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
11 4. Air Content: Maintain within range permitted by ACI 301. Exterior concrete 6%. Do not
12 allow air content of floor slabs to receive troweled finishes to exceed 3 percent.
13 5. Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to
14 reduce the total amount of portland cement, which would otherwise be used, by not less
15 than 40 percent.
- 16 C. Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M.
17 1. When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to
18 60 minutes.
19

20 PART 3 - EXECUTION
21

22 3.01 CONCRETING
23

- 24 A. Construct formwork according to ACI 301 and maintain tolerances and surface irregularities
25 within ACI 347R limits of Class A, 1/8 inch (3.2 mm) for concrete exposed to view and
26 Class C, 1/2 inch (13 mm) for other concrete surfaces.
27
28 B. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting
29 reinforcement.
30
31 C. Install construction, isolation, and contraction joints where indicated. Install full-depth joint-
32 filler strips at isolation joints.
33
34 D. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
35
36 E. Protect concrete from physical damage, premature drying, and reduced strength due to hot or
37 cold weather during mixing, placing, and curing.
38
39 F. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered
40 by waterproofing or other direct-applied material; rough-formed finish elsewhere.
41
42 G. Slab Finishes: Comply with ACI 302.1R for screeding, restraightening, and finishing
43 operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:
44 1. Smooth trowel finish with no beeholes or surface irregularities for all top of footings.
45 2. For all exposed concrete slabs/walks/pads, see Special Provision 033120.
46
47 H. Owner will engage a testing agency to perform field tests and to submit test reports.
48
49 I. Protect concrete from damage. Repair surface defects in formed concrete and slabs.

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3.03 CLEANUP

- A. Contractor shall clean up and remove all concrete spatters and spray evidence on other site improvements immediately. All evidence of excess concrete disposed on site shall be removed from project site within 48 hours of pour.
- B. Clean up entire area of all excess materials, debris, etc., and leave project in a neat, orderly condition.

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 DESCRIPTION

- 4
5 A. Formwork for cast-in place concrete, with shoring, bracing and anchorage.
6
7 B. Openings for other work.
8
9 C. Form accessories.
10
11 D. Form stripping.

12
13 1.02 REFERENCES

- 14
15 A. ACI 301 – Structural Concrete for Buildings
16
17 B. ACI 318 – Building Code Requirements for Reinforced Concrete.
18
19 C. ACI 347 – Recommended Practice for Concrete Formwork.
20

21 1.03 DESIGN REQUIREMENTS

- 22
23 A. Design, engineer and construct formwork, shoring and bracing to conform to code
24 requirements; resultant concrete to conform to required shape, line and dimension.
25

26 1.04 QUALITY ASSURANCE

- 27
28 A. Perform Work in accordance with WSDOTSS.
29
30

31 1.05 REGULATORY REQUIREMENTS

- 32
33 A. Conform to applicable code for design, fabrication, erection, and removal of formwork.
34

35 1.06 DELIVERY, STORAGE, AND PROTECTION

- 36
37 A. Material and Equipment: Transport, handle, store, and protect products.
38
39 B. Deliver void forms and installation instructions in manufacturer's packaging.
40
41 C. Store off ground in ventilated and protected manner to prevent deterioration from
42 moisture.
43

44 PART 2 PRODUCTS

45
46 2.01 WOOD FORM MATERIALS

- 47
48 A. Softwood Plywood: PS 1, C Grade, Group 2.
49
50

1 2.02 PREFABRICATED FORMS
2

- 3 A. Void Forms: Moisture resistant treated paper faces, biodegradable, structural sufficient
4 to support weight of wet concrete mix until initial set.
5

6 2.03 FORMWORK ACCESSORIES
7

- 8 A. Form Ties: Snap-off type, adjustable length, cone type, free of defects that could leave
9 holes larger than 1 inch in concrete surface.
10

- 11 B. Form Release Agent: Colorless mineral oil which will not stain concrete or absorb
12 moisture.
13

- 14 C. Corners: Chamfered wood strip type; $\frac{3}{4}$ x $\frac{3}{4}$ inch size; maximum possible lengths.
15

- 16 D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient
17 strength and character to maintain formwork in place while placing concrete.
18

19 PART 3 EXECUTION
20

21 3.01 EXAMINATION
22

- 23 A. Verify lines, levels and centers before proceeding with formwork. Ensure that
24 dimensions agree with drawings
25

- 26 B. Verify all formwork for every pour with Owner. Provide Owner with 48 hours notice
27 formwork is ready to be reviewed.
28

29 3.02 EARTH FORMS
30

- 31 A. Earth forms are not permitted.
32

33 3.03 ERECTION – FORMWORK
34

- 35 A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with
36 requirements of ACI 301.
37

- 38 B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to
39 overstressing by construction loads.
40

- 41 C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage
42 concrete during stripping. Permit removal of remaining principal shores.
43

- 44 D. Align joints and make watertight. Keep form joints to a minimum.
45

- 46 E. Provide chamfer strips on external corners foundation.
47

- 48 F. Install void forms in accordance with manufacturer's recommendations. Protect forms
49 from moisture or crushing.
50

- 51 G. Coordinate this section with other sections of work which require attachment of
52 components to formwork.

1
2 H. If formwork is placed after reinforcement resulting in insufficient concrete cover over
3 reinforcement before proceeding, request instructions from Owner.

4
5 I. Formwork shall be horizontally straight and true with zero wavering and shall be
6 vertically set to exact design elevations, or as modified by Owner to fit field conditions.

7
8 3.04 APPLICATION - FORM RELEASE AGENT

9
10 A. Apply form release agent on formwork in accordance with manufacturer's
11 recommendations.

12
13 B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

14
15 C. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to
16 placement of concrete.

17
18 3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

19
20 A. Provide formed openings where required for items to be embedded in passing through
21 concrete work.

22
23 B. Locate and set in place items which will be cast directly into concrete.

24
25 C. Coordinate with work of other sections in forming and placing openings, slots, reglets,
26 recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

27
28 D. Install accessories in accordance with manufacturer's instructions, straight, level, and
29 plumb. Ensure items are not disturbed during concrete placement.

30
31 3.06 FORM CLEANING

32
33 A. Clean forms as erection proceeds, to remove foreign matter within forms.

34
35 B. Clean formed cavities of debris prior to placing concrete.

36
37 C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that
38 water and debris drain to exterior through clean-out ports.

39
40 D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts.
41 Do not use water to clean out forms, unless formwork and concrete construction proceed
42 within heated enclosure. Use compressed air or other means to remove foreign matter.

43
44 3.07 FORMWORK TOLERANCES

45
46 A. Construct formwork to maintain tolerances required by ACI 301.

47
48 3.08 FIELD QUALITY CONTROL

49
50 A. Quality Control: Field inspection and testing.

STRAWBERRY FIELDS TURF CONVERSION
SECTION 03 31 00
CONCRETE FORMWORK

1 B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with
2 formwork design, and that supports, fastenings, wedges, ties, and items are secure, prior
3 to concrete placement.

4
5 C. Do not reuse wood formwork more than 2 times. Do not patch formwork.

6
7 3.09 FORM REMOVAL

8
9 A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its
10 own weight and imposed loads.

11
12 B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish
13 concrete surfaces scheduled for exposure to view.

14
15 C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not
16 be damaged. Discard damaged forms.

17
18
19
END OF SECTION

1 PART 1 GENERAL

2
3 1.01 DESCRIPTION

- 4
5 A. This Special Provision includes providing reinforcing steel bars, wire fabric and accessories for
6 cast-in-place concrete, concrete perimeter curb, and concrete paving.

7
8 1.02 REFERENCES

- 9
10 A. ACI 301 - Structural Concrete for Buildings.
11
12 B. ACI 318 - Building Code Requirements For Reinforced Concrete.
13
14 C. ACI SP-66 - American Concrete Institute - Detailing Manual.
15
16 D. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
17
18 E. AWS D1.4 - Structural Welding Code for Reinforcing Steel.
19
20 F. AWS D12.1 - Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced
21 Concrete Construction.
22
23 G. CRSI - Concrete Reinforcing Steel Institute - Manual of Practice.
24
25 H. CRSI 63 - Recommended Practice For Placing Reinforcing Bars.
26
27 I. CRSI 65 - Recommended Practice For Placing Bar Supports, Specifications and Nomenclature.

28
29 1.03 SUBMITTALS FOR REVIEW

- 30
31 A. Shop Drawings: Indicate bar sizes, spacing's, locations, and quantities of reinforcing steel and
32 wire fabric, bending and cutting schedules, and supporting and spacing devices.

33
34 1.04 QUALITY ASSURANCE

- 35
36 A. Perform Work in accordance with CRSI 63, 65 and Manual of Practice.
37
38 B. Design reinforcement under direct supervision of a Professional Structural Engineer
39 experienced in design of this work and licensed in the State of Washington.
40
41 C. Welders' Certificates: Submit under provisions of WSDOTSS requirements, certifying welders
42 employed on the Work, verifying AWS qualification within the previous 12 months.

43
44 PART 2 PRODUCTS

45
46 2.01 REINFORCEMENT

- 47
48 A. Reinforcing Steel: ASTM A615, 40 ksi yield grade; deformed billet steel bars, unfinished.
49
50 B. Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets; unfinished.
51

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2.02 ACCESSORIES

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions.

2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI Manual of Practice.
- B. Weld reinforcement in accordance with AWS D1.4.
- C. Locate reinforcing splices not indicated on drawings, at point of minimum stress.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Accommodate placement of formed openings.
- C. Maintain code required concrete cover around reinforcing.
- D. Contractor shall place two 1' by 1' ell angles at each curb corner and tied to

3.02 FIELD QUALITY CONTROL

- A. Quality Control: Field inspection and testing.

3.03 SCHEDULES

- A. Reinforcement for Foundation and Slab-on-Grade: Deformed bars and wire fabric, plain finish.

END OF SECTION

1 PART 1 GENERAL
2

3 1.01 DESCRIPTION

- 4 A. The Work includes providing cement concrete pavements and curbs.
5

6 1.02 QUALITY ASSURANCE
7

- 8 A. All concrete work shall be done with extreme care by a company specializing in cast-in-
9 place concrete with a minimum of 10 years of documented experience. Any work which
10 does not conform to the construction documents shall be rejected, removed, and redone.
11

12 B. Testing:

- 13 1. The Owner's testing firm may take cylinders and perform slump, compression
14 strength, and air entrainment tests in accordance with ACI 301. Provide Owner and
15 Testing Lab with 48 hours notice before every pour.
16

- 17 C. Contractor is informed that only the highest quality workmanship will be accepted.
18

19 1.03 SUBMITTALS
20

- 21 A. Submit product data as required. Include joint filler data, admixtures, and curing
22 compound information.
23

- 24 B. Submit Design Mix: Low slump as specified. Batch history provided for each mix.
25

- 26 C. Mock-Ups: Prepare the following mock-ups illustrating specified textured finish.

- 27 1. Natural Color Portland Cement, broom finish concrete with one tool joint and one
28 expansion joint.
29

30 Mock-ups shall remain as sample to match throughout project and shall be a minimum of 5'
31 wide and 12' long with one expansion joint and one score joint at. Approved Mock-ups
32 may remain in place. Rejected Mock-ups shall be removed. Protect on-site until concrete
33 work is accepted.
34

35 PART 2 PRODUCTS
36

37 2.01 MATERIALS

- 38 A. Cement: Conform to "Specifications for Portland Cement" ASTM C150-68, Type I or
39 Type II. Do not use different cements or different brands of cement interchangeably in the
40 same element or portion of the work; use one brand and color of cement for all exposed
41 concrete.

- 42 B. Aggregates per WSDOT 9-03.1(2)B, Class 1.

- 43 C. Water: Mixing water shall be clean and free from injurious amounts of oil, acids, alkalis,
44 salts, organic materials, or other substances that may be deleterious to concrete or steel.

- 45 D. Do not use calcium chloride or admixtures containing calcium chloride.
46
47

2.02 PROPORTIONING

- A. General: Concrete for all parts of the work shall be homogeneous and when hardened, shall have the required strength, resistance to abrasion, watertightness, appearance, resistance to deterioration, durability, and other properties specified herein.
- B. Slump: Slump for concrete as determined by "Method of Test for Slump of Portland Cement Concrete" ASTM C 143-69, shall be 2-4 inches.
- Make one test for each batch of concrete and at least one test per hour during a continuous pour.
- C. Aggregate Size: Maximum size of the aggregate is 3/4" but not larger than one-fifth of the narrowest dimension between sides of forms, one-third of the depth of slabs, or three-fourths of the minimum clear distance between reinforcing bars and side forms.
- D. Admixtures:
1. Air-Entraining Admixtures, Pozzolanic Materials, and Proprietary Chemical Admixtures: Use in accordance with manufacturer's recommendations. All admixtures must be compatible with one another.
 2. Rheocrete 222+ or other Owner-approved corrosion-inhibiting admixture will be used in all concrete with reinforcing steel. Admixture must provide both passive and active protection of reinforcing steel. Rheocrete 222+ shall be used at a dosage rate of one gallon/cubic yard of concrete.
 3. Air-entraining admixture will comply with ASTM C260 and be certified by manufacturer to be compatible with other required admixtures.
 4. Water-reducing admixture will comply with ASTM C494, Type A, and be certified.
- E. Proportion of Ingredients: Proportion ingredients to produce the proper placability, durability, and strength. Proportion ingredients to produce a mixture which will work readily into the corners and angles of the forms, and around reinforcement by the methods of placing and consolidation employed on the work, but without permitting the materials to segregate, or excessive free water to collect on the surface.

Strength Min. Cement Content (psi)	Minimum Cementitious Content per Cu. Yd.
3,000	564

- F. Fly Ash: Use one sack Fly Ash per cubic yard, must comply with ASTM C618, Type F.

2.03 MIXING

- A. Standards: Mix and transport ready-mixed concrete in accordance with "Specifications for Ready-Mixed Concrete" ASTM C 94-69.
- B. Slump: Mix concrete only in quantities for immediate use. Do not make indiscriminate addition of water to increase slump. When concrete arrives at the project with slump below that suitable for placing, water may be added only if the maximum permissible water-cement ratio or the maximum slump is not exceeded, and only at the direction of the Owner.

STRAWBERRY FIELDS TURF CONVERSION
SECTION 03 31 20
PORTLAND CEMENT CONCRETE PAVING

- 1 C. Temperatures: The as-mixed concrete temperature shall not be less than 55 degrees F when
2 the ambient temperature falls below 40 degrees F.
3 If water or aggregate has been heated, combine water with the aggregate in the mixer
4 before cement is added when the temperature of the mixture is greater than 100 degrees F.
5

6 2.04 EXPANSION JOINT & MATERIALS

- 7 A. Premilled expansion joint filler shall be in compliance with WSDOTSS 9-04.1 and
8 AASHTO M 213 and be of sufficient size to cover the full depth of the concrete section.
9 Joints shall be 1/2" thick. Provide removable plastic cap (zip-strip) to hold joint filler 1/2"
10 below concrete surface. Maximum spacing of fifteen feet (15') with expansion joints at
11 angle points of curbs, curb returns, concrete cap and wheelchair ramps. Refer to locations
12 shown on the Plans.

- 13 B. Expansion Joint Cap: Removable, high-impact extruded polystyrene, placed on joint filler
14 during concrete placement; removed after curing to expose 1/2" deep sealant trough of
15 covered dimensions; "Joint Cap" by the Burke Company or approved equal.

16 2.05 SCORE JOINTS & EDGING

- 17 A. Score joints shall be 1 inch deep with 1/2" radius edging. Edge concrete pavements with 1/2"
18 radius edger tool.
19

20 2.05 REINFORCEMENT

- 21 A. Per Section 03 31 10 and drawings.
22
23

24 PART 3 EXECUTION

25
26 3.01 SUBGRADE

- 27 A. Compact subgrade to 95% of maximum density as determined by ASTM D-1557-M.
28
29

30 3.02 FORMWORK

- 31
32 A. General: Reference Section 033100. Owner and Contractor shall verify all formwork grades prior
33 to pouring. Obtain Owner's approval of formwork before placing concrete. All curves shall have a
34 consistent radii and vertical grade, straight tangents shall unwavering in the horizontal and vertical
35 alignment.
36
37 B. Contractor is required to measure all formwork to laser level accuracy and shall provide a
38 laser level on site for the Owner. to use to check grades.
39

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3.03 TOLERANCES

A. The top of the finished concrete shall not deviate more than one-eighth inch (1/8") in ten feet (10'), or the alignment one-fourth inch (1/4") in ten feet (10').

3.04 FINISHES

A. Pavement: All Broom Finishes shall be Medium and perpendicular to the primary foot traffic, verify orientation with Owner. Medium Broom Finish shall be from edge-to-edge while not covering 1/2" radii.

B. Curbs: Medium broom finish with broom strokes parallel to the longitudinal field direction.

3.05 JOINTS

A. All concrete curbs, ramps, pavements, pads, etc. shall be constructed in conformance with Section 8-04 and 8-14 of the WSDOTSS, except as modified herein.

B. Score joints shall be 1 inch deep with 1/2" radius edging. Edge concrete pavements with 1/2" radius edger tool.

3.06 CLEAN UP

A. Contractor shall clean up and remove all concrete spatters and spray evidence on other site improvements immediately. All evidence of excess concrete disposed on site shall be removed from project site within 48 hours of pour.

B. Clean up entire area of all excess materials, debris, etc., and leave project in a neat, orderly condition.

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 DESCRIPTION

- 4
5 A. Initial and final curing of horizontal and vertical concrete surfaces.

6
7 1.02 REFERENCES

- 8
9 A. ACI 301 - Structural Concrete for Buildings.
10
11 B. ACI 302 - Recommended Practice for Concrete Floor and Slab Construction.
12
13 C. ACI 308 - Standard Practice for Curing Concrete.
14
15 D. ASTM C171 - Sheet Materials for Curing Concrete.
16
17 E. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
18
19 F. ASTM D2103 - Polyethylene Film and Sheeting.

20
21 1.03 QUALITY ASSURANCE

- 22
23 A. Perform Work in accordance with ACI 301.

24
25 1.04 DELIVERY, STORAGE, AND HANDLING

- 26
27 A. Deliver, store, protect, and handle products under provisions of WSDOTSS specifications.
28
29 B. Deliver curing materials in manufacturer's packaging including application instructions.

30
31 PART 2 PRODUCTS

32
33 2.01 MATERIALS

- 34
35 A. Waterproof Paper Type C: ASTM C171, treated to prevent separation during handling and
36 placing, standard color.
37
38 B. Water: Potable, not detrimental to concrete.

39
40 PART 3 EXECUTION

41
42 3.01 EXAMINATION

- 43
44 A. Verify substrate conditions.
45
46 B. Verify that substrate surfaces are ready to be cured.

1 3.02 EXECUTION - HORIZONTAL SURFACES
2

- 3 A. Cure pavement surfaces in accordance with ACI 308.
4
5 B. Polyethylene Film: Spread over pavement slab areas, lap edges and sides, seal with pressure
6 sensitive tape; maintain in place for 7 days.
7

8 3.03 PROTECTION OF FINISHED WORK
9

- 10 A. Protect finished Work under provisions of WSDOTSS.
11
12 B. Do not permit traffic over unprotected at-grade slab surface.
13
14

15 END OF SECTION

1 PART 1 GENERAL

2
3 1.01 WORK INCLUDED

- 4
5 A. Provide all equipment and materials and perform all work necessary to furnish
6 and install the athletic equipment, as indicated on the drawings and as specified
7 herein. Athletic equipment shall include, but not be limited to:
8
9 1. Regulation Size Round Faced Soccer Goals with Skids and Accessories.

10
11 1.02 REFERENCES

- 12
13 A. Comply with applicable requirements of the following standards. Where these
14 standards conflict with other specified requirements, the most restrictive
15 requirements shall govern.
16
17 1. National Federation of State High School Associations (NFHS)
18 2. National Collegiate Athletic Association (NCAA)
19 3. International Association of Athletics Federations (IAAF)
20 4. Fédération Internationale de Football Association (FIFA)
21 5. ASTM International
22 6. American Sports Builders Association (ASBA)
23 7. Manufacturers Data and Recommended Installation Requirements

24
25 1.04 SUBMITTALS

- 26
27 A. Manufacturers Product Data
28
29 1. Provide manufacturers product data prior to actual field installation work, for
30 Architects or Owner's review.
31
32 B. Shop Drawings
33
34 1. Provide drawings of the manufacturers recommended installation and
35 foundation requirements prior to actual field installation work, for
36 Architects or Owner's review.

37
38 1.05 QUALITY ASSURANCE

- 39
40 A. Manufacturers warranties shall pass to the Owner and certification made that the
41 product materials meet all applicable grade trademarks or conform to industry
42 standards and inspection requirements. The Manufacturer shall have a current
43 American Sports Builders Association (ASBA) Supplier Certificate of
44 Distinction designation.
45

46 1.06 PRODUCT DELIVERY AND STORAGE

- 47
48 A. Materials delivered to the site shall be examined for damage or defects in
49 shipping. Any defects shall be noted and reported to the Owners representative.
50 Replacements, if necessary, shall be immediately re-ordered, so as to minimize

1 any conflict with the construction schedule. Sound materials shall be stored
2 above ground under protective cover or indoors so as to provide proper
3 protection.
4

5 PART 2 PRODUCTS

6
7 2.01 Soccer Goals shall be SG824RS 8' x 24' Regulation Size Round Faced Soccer Goals
8 with Skids and Accessories as manufactured by Sportsfield Specialties, Inc. or approved
9 equal. Quantity: 2 Goals.

10
11 A. BASE: SG824RS 8' x 24' Regulation Size Round Faced Soccer Goals with
12 Skids and Accessories as Manufactured and/or Supplied by:

13
14 Sportsfield Specialties, Inc.

15 P.O. Box 231

16 41155 State Highway 10

17 Delhi, NY 13753

18 p. 888-975-3343

19 f. 607-746-8481

20 www.sportsfieldspecialties.com
21

22 B. COMPONENTS:

23
24 1. Soccer goals shall be model SG824RS 8' x 24' Regulation Size Round
25 Faced Soccer Goals with Skids with the following specifications:

26 A. Top Crossbar Fabricated of 6061-T6 Extruded Aluminum Tube
27 Having the Following Attributes:

- 28 1. Length: 24' - Regulation Size
- 29 2. 4.375" Square x 4.688" Round Faced Crossbar, 3/16"
30 (.1875") Wall Thickness
- 31 3. Super Durable Powder Coated White Finish with
32 Enhanced Resistance to UV and Fade
- 33 4. 3/16" (0.1875") Thick Formed Aluminum Channel
34 Crossbar Attachment Brackets with Welded Tap Blocks,
35 Mill Finish

36 B. One Piece End Frame Construction Fabricated of 6061-T6
37 Extruded Aluminum Tube Having the Following Attributes:

- 38 1. 4.375" Square x 4.688" Round Faced Corner Post,
39 8'H, 3/16" (.1875") Wall Thickness
- 40 2. Rolled Side Frame, 2" x 3" x 0.125" Thick Wall, TIG
41 Welded to Corner Upright Posts
- 42 3. Radius Backside Corners
- 43 4. Welded 3/8" x 5"W Aluminum Skid Plate
- 44 5. Super Durable Powder Coated White Finish with
45 Enhanced Resistance to UV and Fade

46
47 C. Rear Bottom Ground Bar Fabricated of 6061-T6 Extruded
48 Aluminum Tube Having the Following Attributes:
49

STRAWBERRY FIELDS TURF CONVERSION
SECTION 11 33 23
ATHLETIC FIELD EQUIPMENT

1. 2" x 2" x 0.25" Thick Wall with Welded ½" Aluminum End Plates
2. Super Durable Powder Coated White Finish with Enhanced Resistance to UV and Fade

D. Included Accessories:

1. Welded Aluminum Net Clips with Lifetime Guarantee
 - a. 5mm Braided, Knotless White High Tenacity Polypropylene Soccer Net with Rope Bound Perimeter and 4" Square Mesh – 8.2'H x 24.4'L x 4.3'B x 8.6'D
 - b. Model Specific Hardware Kit and Installation Instructions
 - c. Ground Stake Storage Compartments
 - d. All SG824RS 8' x 24' Regulation Size Round Faced Soccer Goals with Skids Meet and Exceed Current ASTM F2950-14 Standard Safety and Performance Specification for Soccer Goals and F1938-98 Standard Guide for Safer Use of Movable Soccer Goals
 - e. Five (5) Year Limited Manufacturer's Product Warranty

2. Optional Accessories:

A. SG2S® - Patented Soccer Goal Safety System:

1. Rear Bottom Ground Bar Retractable Safety Clamp Fabricated of 3/16" (0.187") Aluminum
2. Super Durable Powder Coated White Finish with Enhanced Resistance to UV and Fade
3. Stainless Steel Assembly Hardware
4. Access Frame and Cover Fabricated of 1/8" (0.125") Aluminum with Gasket Seal and 1" PVC Drain Stub
5. 13 Gauge Stainless Steel Pivot Bar
6. Galvanized Steel Anchoring Hardware
7. Use SG2S® for Synthetic Turf Installation Applications

PART 3 EXECUTION

3.01 INSTALLATION OF EQUIPMENT

- A. All SG824RS 8' x 24' Regulation Size Round Faced Soccer Goals with Skids and Accessories shall be assembled and installed as recommended per manufacturer's written instructions and as indicated on the drawings.

END OF SECTION

1
2 PART 1 GENERAL

3
4 1.01 DESCRIPTION

5
6 Excavating, filling and grading for this Work includes, but is not necessarily limited to the
7 following:

- 8
9 A. Excavating, cutting, filling and backfilling to attain indicated grades.
10
11 B. Rough and Finish Grading of the Site.
12
13 C. Compaction of subgrade soils for synthetic turf sportsfield construction.
14
15 E. Excavation and compaction of concrete paving construction to lines and grades on
16 Drawings.
17
18 F. Removing materials from the site which are in excess of that required.
19
20 G. Importing any materials required to complete the work.
21
22 H. Coordinating earthwork operations with other work of the project.

23
24 1.02 REFERENCES

- 25
26 A. AASHTO T180 - Moisture-Density Relations of Soils Using a 10 lb. (4.54 kg) Rammer
27 and an 18-in. (457 mm) Drop.
28
29 B. ASTM C136 - Method For Sieve Analysis of Fine and Coarse Aggregates.
30
31 C. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate
32 Mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
33
34 D. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
35
36 E. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-
37 Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
38
39 F. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber
40 Balloon Method.
41
42 G. ASTM D2419 - Test Method For Sand Equivalent Value of Soils and Fine Aggregate.
43
44 H. ASTM D2434 - Test Method For Permeability of Granular Soils (Constant Head).
45
46 I. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear
47 Methods (Shallow Depth).
48
49 J. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

1
2 1.03 QUALITY ASSURANCE
3

4 A. Site Examination:

5 Visit site prior to bidding to determine nature of existing site materials and other
6 conditions affecting work.
7

8 B. Tolerances:

- 9 1. Contractor is required to measure all subgrades and finish grades to laser level or
10 GPS accuracy and shall provide a laser level on site for the Owner to use to
11 check grades.
12 2. Surfaced paving; plus or minus 0.05 foot of elevation shown on the Drawings.
13 No deviation of .05 in ten (10) lineal feet will be accepted.
14 3. Sportsfield subgrade; plus, or minus 0.05 foot in twenty (20) linear feet.
15 4. Sportsfield finish grade: As described in Section 32 13 00 Permeable Aggregate.
16 5. Finish grade in all other unpaved areas outside the sportsfield perimeter curb
17 shall be plus or minus 0.1 foot in ten (10) linear feet.
18

19 C. Compaction:

20 Compact fills, exposed subgrades, Crushed Rock Surfacing and Gravel Base to the
21 following percentages of maximum dry density (MDD) as determined by ASTM: D 1557
22 or as otherwise noted:

- 23 1. All Fills beyond two feet of finish grade shall be compacted to 90%; all fill
24 material within two feet of finish grade shall comply with the following
25 compaction requirements.
26 2. Areas underlying paving and curbs: 95%.
27 3. Sports Fields: 95% (subgrade and surfacing)
28 4. Embankments and Fill Slopes: 95% (unless otherwise noted)
29 5. Areas underlying foundations, structures and slabs: 95%
30 6. General, Non-Sportsfield Site Areas: Machine compact to 85% of maximum
31 density, without voids and concentrations of rock fill.
32 7. Site structures such as, but not limited to buildings, utility boxes, fence post
33 excavation shall be compacted to 95% of the entire depth of fill.
34 8. Non-Sportsfield Landscape Areas / Planter Islands: 85%
35

36 D. Compaction Tests:

- 37 1. The Owner will pay for compaction tests by an independent testing laboratory.
38 2. Compaction tests will be performed on the subgrade or structural fills beneath
39 sportsfields, trails, paved areas, play area and structures as directed by Owner.
40 3. All test results must indicate conformance to this specification before proceeding
41 with related work. If, in the opinion of the Owner, subgrade or fills which have
42 been placed are below specified density, the Contractor shall provide additional
43 compaction and testing at his expense. The Contractor shall provide three (3)
44 days advance notice to the Owner when tests are required to be performed.
45 4. No testing of On-Site Disposal Area Screen Grubbing Debris and Common
46 Borrow B will be conducted.
47

- 1
2 E. Field Surveying:
3 Field Surveying shall be conducted to be laser or GPS accurate to one hundredth of one
4 foot.

5
6 1.04 ORIGINAL SITE TOPOGRAPHY

- 7
8 A. Locations, dimensions, and elevations of existing conditions may vary from actual conditions.
9 Consult Owner immediately should actual on-site conditions indicate deviation from the
10 information shown on the drawings.
11
12 B. It is the Contractor's responsibility to visit the site prior to bidding to generally ascertain
13 quantities, soil types, and general scope of work required to establish the proposed grades.
14

15 1.05 SUBMITTALS

- 16
17 A. Contractor shall provide testing and certification from a testing agency that Products
18 described in Part 2 Products herein comply with WSDOT'S and/or submit Qualified
19 Products List per WSDOT'S 1-06.1(1) to Owner. Submit 1-gallon sample of all Products
20 required herein to Owner.
21

22 1.06 PROJECT CONDITIONS

- 23
24 A. Carefully maintain benchmarks, monuments and other reference points. If disturbed or
25 destroyed, replace as directed at the Contractor's expense.
26
27 B. In subgrade cut situations where soil is encountered that cannot be proof rolled to a firm
28 and unyielding condition, the Contractor shall inform the Owner immediately.
29 Contractor shall take no further action until directed by Owner in writing.
30
31 C. The Contractor is advised that underground utilities may exist in the construction area.
32 The locations of these are unknown. Prior to beginning construction, the Contractor shall
33 provide a utility locate to determine the actual locations. All damage to existing utilities
34 as a result of construction operation shall be promptly repaired by the Contractor at no
35 expense to the Owner.
36
37 D. The Contractor is advised that an existing subsurface drainage system underlies the
38 sportsfield work area. This subsurface drainage system shall remain in place and
39 operational.
40
41 1. The general horizontal location of this system is shown on the Appedndix.
42 Vertical depth is unknown.
43 2. Prior to beginning construction, the Contractor shall pothole the field area as
44 necessary to check and verify the location.
45 3. The Contractor shall notify the Owner if the subsurface drainage system is
46 encountered during construction.
47
48 E. Coordinate all traffic control with the Owner to maintain vehicular access to the Park
49 during construction.
50

1
2 1.07 PROTECTION OF EXISTING FACILITIES
3

- 4 A. Utilities: The Contractor shall protect from damage private and public utilities. Verify
5 the locations of underground utilities, call 811 for locates a minimum of 48 hours prior to
6 excavation. Verify location of utilities and identify those to remain intact and in
7 continuous operation. Protect active utilities encountered.
8
9 B. Pavement: The Contractor shall protect from damage all pavement or paved areas
10 including curbs and walks intended to remain. Contractor shall be responsible for
11 replacement if damage occurs.
12
13 C. Access Streets and Roadways: Provide wheel cleaning stations to clean wheels and
14 undercarriage of trucks before leaving the work area, as necessary to prevent dirt from
15 being carried onto easement drive and public streets. If streets are fouled, they must be
16 cleaned immediately in conformance with all jurisdictional requirements and regulations.
17

18 1.08 BARRIERS, SAFETY GUARDS AND WARNING LIGHTS
19

20 Provide for public, visitors', and workers' protection, as required by the Washington
21 State Department of Labor and Industries.
22

23 1.09 ACCESS
24

- 25 A. Other areas of the Park shall remain open throughout construction.
26
27 B. Contractor shall ensure that materials storage, work activities, and work traffic does not
28 interfere with public use of the Park facilities.
29

30 1.10 STRUCTURAL FILL DELIVERY, STORAGE, AND HANDLING
31

- 32 A. Do not deliver or place structural fill or gravels in frozen conditions. Material shall be delivered
33 at or near optimum compaction moisture content as determined by AASHTO T 99 (ASTM D
34 698). Do not deliver or place materials in an excessively moist condition (beyond 2 percent
35 above optimum compaction moisture content as determined by AASHTO T 99 (ASTM D 698).
36
37 B. Protect soils and mixes from absorbing excess water and from erosion at all times. Do
38 not store materials unprotected from large rainfall events. Do not allow excess water to
39 enter site prior to compaction. If water is introduced into the material after grading,
40 allow material to drain to near optimum compaction moisture content.
41

42 PART 2 PRODUCTS
43

44 2.01 CRUSHED SURFACING
45

- 46 A. Crushed Surfacing Base and Top Course shall comply with WSDOTSS 9-03.9(3).
47

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2.02 QUARRY SPALLS

- A. Shall be fractured quarry rock. Spalls shall be hard, sound and unweathered and shall comply with WSDOTSS 9-13.1(5).

2.03 GEOTEXTILE FABRIC

- A. Geotextile Fabric shall comply with WSDOTSS 9-33.2(1) Table 3, nonwoven Geotextile for separation.

2.04 C33 SAND

- A. C33 Sand shall comply with ASTM C33.

PART 3 EXECUTION

3.01 GENERAL

- A. Prior to all Work in this Section, the Contractor shall become thoroughly familiar with the site and the site conditions. Prior to site grading, any site surface water and groundwater shall be collected and routed away to a proper drainage away from the work areas in order to facilitate work and subgrade construction. Control drainage during construction to avoid getting materials excessively wet and minimize traffic.
- B. The Contractor shall be aware that on-site soils may be moisture sensitive and weather dependent. Contractor is fully responsible for scheduling and controlling earthwork operations during periods of inclement and wet weather.
- C. Perform work in such a manner as to prevent overworking and over-saturation of on-site soils. This shall include any/all precautions necessary throughout the entire work area (including access drives/haul roads/staging areas) to control surface and groundwater, to protect soils and subgrades from heavy vehicle loads, and to achieve soil moisture levels capable of achieving specified compaction.
- D. No extra compensation will be paid to the Contractor due to work performed at non-optimum times and/or weather; under wet weather conditions; under cold, snowing, and/or freezing conditions; and all other weather conditions resulting in unsatisfactory soil conditions.
- E. The Contractor shall correct unsatisfactory conditions at no additional cost to the Owner.
- F. Contractor is responsible for managing the soil moisture conditions to maintain the constructability of soil in order to meet the construction contract schedule. No extra compensation will be paid to the Contractor for dewatering or aerating the fill material to achieve specified compaction.

1 G. Delays may occur due to inclement weather. It shall be the Contractor's responsibility to
2 immediately notify the Owner and request an extension of completion time for justified
3 reasons.

4
5 H. Do not allow or cause any of the Work performed or installed to be covered up or enclosed
6 prior to all of the required reviews, tests and approvals.

7
8 1. Should any of the Work be so enclosed or covered up before it has been approved,
9 the Contractor shall uncover all such Work, at no additional cost to the Owner.

10
11 2. After the Work has been completely tested, inspected and approved, make all repairs
12 and replacements necessary to restore the Work to the condition in which it was
13 found at the time of uncovering, all at no additional cost to the Owner.

14
15 3.02 FINISH ELEVATIONS AND LINES

16
17 A. Grades shown on the drawings are finish grades.

18
19 B. Contractor shall consult with Owner on any and all subgrade elevations unclear to
20 Contractor.

21
22 3.03 EXCAVATION

23
24 A. Excavate, as necessary, for Work shown on the drawings or specified herein. Remove
25 roots, rocks, boulders, concrete and other obstructions. Allow a minimum of twelve
26 inches of clear space between any obstruction and formwork. Leave bearing surfaces
27 undisturbed, level and true. Obtain Owner's acceptance of subgrade prior to commence
28 of next phase of work.

29
30 B. Where depressions result from, or have resulted from, the removal of surface or
31 subsurface obstructions, open the depression to equipment working width and remove all
32 debris and soft material, as directed by the Owner.

33
34 C. Provide trench boxes, temporary shoring and supports appropriate to the specific
35 conditions at all trenches, cuts, and excavations. Remove prior to backfilling and in such
36 a manner as not to endanger structures. Design system for loading required and to
37 prevent seepage of fines from cut slope. When excavating near footings, pavement,
38 manholes, utility poles or structures, provide lateral support to said features.

39
40 D. All Excavation is unclassified and includes excavation to subgrade elevations indicated
41 on the Drawings, or as required to construct the work, regardless of character or materials
42 and obstructions encountered, except as allowed in the provisions for Unsuitable
Material; see subsection 3.05 herein.

43
44 E. Grade top perimeter of excavation and all work areas to prevent surface water from
45 draining into excavation. All work required to maintain positive drainage is incidental to
46 the work.

- 1 F. Unauthorized excavations consist of removal of materials beyond indicated subgrade
2 elevations or dimensions without specific written direction from the Owner. Backfill
3 unauthorized, over-excavated areas with Crushed Surfacing Base Course and compact to
4 95%. Unauthorized excavation, as well as remedial work required, shall be at
5 Contractor's sole expense.
6

7 3.04 PREPARATION OF SUBGRADE – GENERAL
8

- 9 A. Remove all ruts, hummocks, and other uneven surfaces by surface grading prior to
10 placement of fill.
11
12 B. Provide berms or channels to prevent flooding of subgrade. Promptly remove all water
13 collecting in depressions.
14
15 C. Contractor shall import Permeable Aggregate Base Course and grade to create field
16 crown and cross slope per drawings prior to install of Perimeter Curb and Subsurface
17 Drainage System.
18
19 D. Where soil has been softened or eroded by flooding or placement during unfavorable
20 weather, remove all damaged areas and re-compact per 1.03.D herein per Owner's
21 written direction.
22
23 E. Final subgrades shall be crowned/sloped to establish positive drainage in conformance
24 with all design grades and details.
25
26 F. Completed subgrade shall meet the tolerances described in 1.03.B herein.
27

28 3.05 PREPARATION OF SUBGRADE - UNSUITABLE MATERIAL
29

- 30 A. Should the subgrade soil be rendered Unsuitable Material as a result of the Contractor's
31 negligence as determined by Owner, the Contractor will be required to excavate the
32 Unsuitable Material to depths determined by Owner, dispose of Unsuitable Material
33 offsite, and backfill with Crushed Surfacing Base Course to the specified subgrade
34 elevation and compacted per 1.03.D, at no cost to the Owner. "Contractor negligence" is
35 defined as Contractor failing to deploy measures to protect the site from weather
36 conditions, overworking of moisture sensitive soils, and directing drainage to moisture
37 sensitive soils.
38

39 3.06 DEWATERING
40

- 41 A. Provide and maintain at all times during construction, ample means and devices which
42 promptly remove and dispose of all water from every source entering the excavations or
43 other parts of the Work.
44
45 B. Dewater by means which will ensure dry excavations and the preservation of the final
46 lines and grades of bottoms of excavations.
47

1
2 3.07 FILL AND COMPACTION – GENERAL
3

- 4 A. After selective grass removal and subgrade compaction has been approved, place fill in
5 loose lifts no greater than four (4) inches in thickness and machine compact with repeated
6 passes of tracked equipment of sufficient size to remove all voids. Each lift shall be
7 conditioned to the optimum moisture content and compacted to the specified minimum
8 density prior to placing the next lift.
- 9 B. Subsequent to the installation of the subsurface drainage system improvements, the
10 Contractor shall advance the Permeable Aggregate from the Stabilized Construction
11 Access outward utilizing tracked equipment. Reference 33 42 00 Subsurface Drainage
12 System.
- 13
- 14 C. Water or aerate the fill material as necessary, and thoroughly mix to obtain a moisture
15 content which will permit proper compaction. No extra compensation will be paid to the
16 Contractor for watering or aerating the fill material to achieve specified compaction.
- 17
- 18 D. Do not place, spread or compact any fill material during unfavorable weather conditions.
19 Do not resume operations until moisture content and fill density will conform to
20 specification requirements.
- 21
- 22 E. Compact each lift to at least the specified minimum degree. Repeat compaction process
23 until plan grade is attained.
- 24
- 25 F. Subgrade shall be compacted to the meet the tolerances described in 1.03.B herein.
- 26
- 27 G. Compact areas not accessible to rollers or compactors with pneumatic hand tampers or
28 other approved means. Use hand vibrators within 5'-0" of foundations and walls. No
29 heavy compaction equipment shall be allowed adjacent to walls.
- 30
- 31 H. During Warranty period, replace work damaged by settlement and replace slabs and
32 pavement which develop settlement cracks, all at no additional cost to the Owner.
- 33
- 34 I. In areas where the ground shall receive fill and slopes more steeply than 5H:IV
35 (horizontal:vertical) the base of any embankment shall be tied to the firm stable subsoil
36 by appropriate keying and benching.
- 37
- 38 J. Protect subgrade until final grades are established.

39
40 3.08 SPORTSFIELD SUBGRADE AREAS:

- 41 A. Upon Completion of the subgrade establishment and Contractor confirmation for
42 conformance with the tolerance, the Contractor shall notify the Owner and schedule an
43 inspection. The Contractor shall provide a laser plan with slope control for the Owner to
44 verify grades/slopes. Contractor is not authorized to install subsurface drainage system
45 until subgrade has inspected and approved by Owner.
- 46

1
2 3.09 EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES, INCLUDING
3 IRRIGATION INSTALLATIONS
4

5 A. Trenching:

- 6 1. Excavate utility trenches to width and depth required by Reference Specifications
7 and/or as by the course of the work for the particular utility.
8 2. Do not advance open trench more than 200 feet ahead of installed pipe. All open
9 trenches, regardless of depth shall be covered at the end of the day except as
10 allowed by the Owner. Exceptions will only be allowed if the trenches are
11 barricaded, provided with lighting, signed, and protected from pedestrian traffic
12

13 B. Backfill: All pipe bedding and trench backfill material shall be imported material in
14 conformance with the Reference Specification for that particular utility.
15

16 C. Compaction:

- 17 1. Compaction equipment used above the pipe zone shall be a type that does not
18 injure the pipe.
19 2. Compact backfill material to minimum specified density for respective paving
20 and general site areas.
21

22 3.10 GRADING
23

24 A. Except as otherwise directed by the Owner, perform all rough and finish grading required
25 to attain the elevations shown on the Drawings. Provide the rough/subgrade grading to
26 an elevation to allow for finish materials and to achieve a smooth transition to
27 undisturbed grades at project perimeter.
28

29 B. Prior to Flat Drain and Permeable Aggregate installation, provide and grade C33 Sand on
30 top of existing subgrade to attain subgrade grades and slopes.
31

32 3.11 TREATMENT AFTER COMPLETION OF GRADING
33

34 Protect all areas from oversaturation and excessive vehicle loads. Perform work in such a manner
35 as to minimize vehicle crossings. Repair any unsatisfactory conditions which may develop at no
36 additional cost to the Owner.

37 Use all means necessary to prevent erosion of freshly graded areas during construction and until
38 permanent drainage and erosion control measures have been installed.
39

40 3.12 WET WEATHER PROVISIONS
41

42 A. Wet and potentially muddy conditions should be anticipated during subsurface
43 excavations. The following recommendations are provided should earthwork be
44 performed during wet weather, or wet conditions:

- 45 1. Subsequent to the installation of the subsurface drainage system improvements,
46 the Contractor shall advance the Permeable Aggregate from the Stabilized
47 Construction Access outward utilizing tracked equipment. Reference 33 42 00
48 Subsurface Drainage System.
49 2. The ground surface in and surrounding the construction area shall be sloped as

1 much as possible to promote runoff of precipitation away from work areas, and to
2 prevent ponding of water.

- 3 3. Cover work areas or slopes with plastic sheeting; execute sloping, ditching,
4 sumps, dewatering, and other as necessary, following the State of Washington
5 Department of Ecology and the Pierce County Planning and Development Codes
6 for Wet Weather Work, to permit proper completion of the work. Stockpiles of
7 soil shall be covered with plastic sheeting, properly weighted down.
- 8 4. Earthwork shall be accomplished in small sections to minimize exposure to wet
9 conditions. That is, each section should be small enough so the removal of
10 Unsuitable Material and placement and compaction of Gravel Base, if necessary,
11 can be accomplished on the same day. The size of construction equipment may
12 have to be limited to prevent soil disturbance. When a backhoe, or equivalent, is
13 required to excavate soils, locate equipment to prevent traffic over the excavated
14 area. Subgrade disturbance caused by equipment traffic shall be minimized.
- 15 5. No soil shall be left uncompacted and exposed to moisture for longer than 24
16 hours. A smooth-drum vibratory roller, or equivalent, should roll the surface to
17 seal out as much water as possible.
- 18 6. In-place soils or fill soils that are, or become wet and unstable, and/or are too wet
19 to suitably compact, should be removed and replaced with clean, granular soil at
20 no additional cost to Owner.
- 21 7. Excavation and placement of structural fill material should be observed by a
22 geotechnical engineer (or representative) experienced in earthwork, to determine
23 that all work is being accomplished in accordance with the project specifications.
- 24 8. Grading and earthwork should not be accomplished during periods of heavy,
25 continuous rainfall.

26
27 **3.13 DISPOSAL OF EXCESS MATERIALS**

- 28 A. Remove unacceptable excavated material (material that is not mineral soil as determined
29 by Owner), including, but not limited to trash, rebar and debris, uncovered during
30 earthwork operations and dispose of legally off the Owner's property.

31
32
33 **END OF SECTION**

1 PART 1 – GENERAL

2
3 1.1 DESCRIPTION

4
5 A. Placement and Finish Grading of Topsoil Type A.

6
7 1.2 REFERENCES

8
9 A. ASTM D 1557: Method for Laboratory Compaction Characteristics of Soil using Modified
10 Effort.

11
12 1.3 RELATED WORK

13
14 A. Coordinate related work specified in other parts of the Project Specifications, including, but
15 not limited to the following:

- 16 1. Temporary Erosion and Sedimentation Control – 01 57 13
- 17 2. Earthwork – 31 20 00

18
19 1.4 DEFINITIONS

20
21 A. Percent Compaction: The required in-place dry density of the material, expressed as a
22 percentage of the maximum dry density of the same material determined by ASTM D1557-78
23 test procedure.

24
25 B. Subgrade: The soil surface on which topsoil is placed.

26
27 C. Finished Grades: The final grade elevations indicated on the Grading Drawings.

28
29 D. Acceptance: Wherever the terms "acceptance" or "accepted" are used herein, they mean
acceptance of the Engineer in writing.

30
31 E. Grading Drawings: Plans, sections, and profiles showing finished surface grades.

32
33 F. Elements with Fixed Elevations: Trails, hot-mix asphalt paving, concrete pads, footings,
foundations, walls, earthwork, curbs, and other structures with fixed-spot elevations.

34
35 1.5 SITE CONDITIONS

36
37 A. Environmental Protection:

- 38 1. Soil Moisture Content: Work soil only when within 2% of optimum moisture content.
- 39 2. Do not work soil when it is so dry that dust will form in air or that clods do not break
40 readily.
- 41 3. Perform work in such a manner as to prevent overworking and over-saturation.
- 42 4. Protection includes any/all precautions necessary throughout the entire work area
(including access drives/haul roads/staging areas) to control surface water, to protect soils
43 and subgrades from heavy vehicle loads, and to achieve soil moisture levels capable of
44 achieving specified compaction.
- 45 5. No extra compensation will be paid to the Contractor due to work performed at non-
46 optimum times or under non-optimum conditions resulting in unsatisfactory soil
47 conditions.
6. The Contractor shall correct unsatisfactory conditions at no additional cost to the
Engineer.

STRAWBERRY FIELDS TURF CONVERSION
SECTION 31 40 00
TOPSOIL PLACEMENT & LANDSCAPE GRADING

1 1.6 SUBMITTALS

- 2
- 3 A. Submit transmittal letter indicating Contractor's intent to take Option 1 or Option 2 to provide
- 4 Topsoil Type A.
- 5
- 6 B. Submit complete test results from a Physical Soils Laboratory indicating existing physical
- 7 properties, pH, and nutrient levels of the existing onsite topsoil, in comparison to the same
- 8 requirements for BMP T5.13. Include recommendations for lime, fertilizer, and other
- 9 amendments based growing turf and ornamental plants.
- 10 1. Submit test results a minimum 3 weeks prior to placement.
- 11 2. Include Contractor certification that all amendments comply with specifications.
- 12 3. Provide a transmittal with test data that provides the project name, testing facility, date
- 13 of test, contact information for testing facility, and the information listed above.

14 PART 2 – PRODUCTS

15 2.1 GENERAL

- 16 A. Contractor shall provide and incorporate all natural soil and soil additives required for the
- 17 performance of this Contract and for determining the volume of soil and additives required to
- 18 fulfill Contract obligations.
- 19 B. The Contractor shall be responsible for whatever soil additives may be required, as
- 20 recommended by the testing laboratory.
- 21 C. The cost for testing and soil additions shall be borne by the Contractor. Submit laboratory
- 22 tests of for Engineer's review and compliance verification prior to use on project site.

23 2.2 GRADING EQUIPMENT

- 24 A. Appropriate size and flexibility to achieve the sculptural forms, profiles, straight slopes, and
- 25 slope rounding indicated on the Grading Drawings.

26 2.3 TOPSOIL TYPE A

- 27 A. Topsoil Type A shall a Sandy Loam composition and the Sand gradation shall be crushed or
- 28 naturally angular – no rounded silica sand – of Quartz origin. The material is intended to be
- 29 sand oriented and limited in gravel and fines. The gradation stipulated is intended as a guide;
- 30 therefore, minor variations of < 2% of the specified gradation for any sample prior to, and
- 31 during placement of material may be permitted subject to approval by the Owner. Topsoil Type
- 32 A shall contain zero organic, waste, and debris materials.
- 33

STRAWBERRY FIELDS TURF CONVERSION
SECTION 31 40 00
TOPSOIL PLACEMENT & LANDSCAPE GRADING

1 Sandy Loam

2 Sandy Loam gradation shall meet the following sieve analysis.

<u>Sieve Size</u>	<u>% Passing</u>
5 #3/8"	100
6 #4	95-99
7 #10	85-88
8 #20	65-69
9 #40	35-42
10 #60	23-25
11 #100	13-17
12 #140	10-14
13 #200	9-12
14 #270	8-10

15 PART 3 – EXECUTION

16 3.1 EXAMINATION

17 A. Subgrade:

- 18 1. Verification: Verify that the subgrades have been graded within the tolerances specified,
19 minus the topsoil depth, of the grades shown on the grading Drawings.
- 20 2. Aesthetic Acceptance: Verify that Engineer has accepted the subgrade. Do not
21 commence placement of topsoil materials nor disturb the subgrade until the subgrade has
22 been accepted for aesthetic correctness.
- 23 3. Notification of Discrepancies: Notify the Engineer in writing of any discrepancies.

24 3.2 SURVEY REQUIREMENTS

- 25 A. Lines and Levels: Establish lines and levels, locate and lay out by instrumentation and
26 similar appropriate means for all planting area finish grades.
- 27 B. General Staking: Provide a sufficient quantity of grade stakes as required to provide
28 minimum depth layer of topsoil.

29 3.3 PREPARATION

30 A. General:

- 31 1. Perform work in such a manner as to prevent overworking and over-saturation of on-site
32 soils. This shall include any/all precautions necessary throughout the entire work area
33 (including access drives/haul roads/staging areas) to control surface and groundwater, to
34 protect soils and subgrades from heavy vehicle loads, and to achieve soil moisture levels
35 capable of achieving specified compaction.
- 36 2. No extra compensation will be paid to the Contractor due to work performed at non-
37 optimum times or under non-optimum conditions resulting in unsatisfactory soil
38 conditions.
- 39 3. The Contractor shall correct unsatisfactory conditions at no additional cost to the
40 Engineer.
- 41 4. Contractor is responsible for managing the soil moisture conditions to maintain the
42 constructability of soil in order to meet the construction contract schedule.
43

STRAWBERRY FIELDS TURF CONVERSION
SECTION 31 40 00
TOPSOIL PLACEMENT & LANDSCAPE GRADING

- 1 5. No extra compensation will be paid to the Contractor for watering or aerating the
2 subgrade, excavated areas, or fills to achieve specified compaction.
3
4 B. Delays may occur due to inclement weather. It shall be the Contractor's responsibility to
5 immediately notify the Engineer and request an extension of completion time for justified
6 reasons.
7
8 C. Do not allow or cause any of the Work performed or installed to be covered up or enclosed
9 prior to all of the required reviews, tests and approvals.
10
11 D. Should any of the Work be so enclosed or covered up before it has been approved, the
12 Contractor shall uncover all such Work, at no additional cost to the Engineer.
13
14 E. After the Work has been completely tested, inspected and approved, make all repairs and
15 replacements necessary to restore the Work to the condition in which it was found at the time
16 of uncovering, all at no additional cost to the Engineer.
17
18 F. Protection of Existing Conditions:
19 General: Use every possible precaution to prevent damage to existing conditions to remain
20 such as structures, utilities, irrigation systems, plant materials and paving on or adjacent to
21 the site of the Work.
22
23 G. Surface Preparation:
24 1. Inspection: Inspect subgrade soil for stones over two (2) inches square, sticks, oils,
25 chemicals, plaster, concrete, and other deleterious materials.

26 3.4 PREPARING SUBGRADE

- 27 A. Prepare subgrade to avoid excessive compaction beyond what is specified in Section 312000
28 for landscape areas. If Engineer determines that excessive compaction has occurred, it shall
29 be corrected immediately before Topsoil Placement.
30
31 B. Prepare subgrade to meet the requirements of BMP T5.13/

31 3.5 TOPSOIL PLACEMENT

- 32 A. After the prepared and scarified subgrade has been approved by the Engineer, Topsoil Type
33 A shall be placed carefully to avoid damage or displacement of other materials such as
34 drainage components, pavements, trails, geotextile fabrics, etc.
35
36 B. Verify method of transporting soil with Engineer. Take all precautions to avoid damage and
37 deploy improvements necessary to protect the existing improvements.
38 1. Topsoil Type A shall be placed to the depths required by BMP T5.13.
39 2. At curbs, pavement edges, edges of trails, and other hardscape material edges where
40 grassing is specified, provide for the compacted full volume and depth of Topsoil Type A
41 and the specified grassing material combined, to achieve a finish grade surface 1/2 inch
42 below all pavement surfaces.
43 3. At curbs, pavement edges, edges of trails, and other hardscape material edges at
 landscape planting beds (for future tree and shrub/groundcover installation) provide for

STRAWBERRY FIELDS TURF CONVERSION
SECTION 31 40 00
TOPSOIL PLACEMENT & LANDSCAPE GRADING

1 the compacted full volume and depth of Topsoil Type A and the specified compacted
2 mulch combined, to achieve a finish grade surface 1/2 inch below all pavement surfaces.

- 3 4. Roll and compact Topsoil Type A in accordance with the requirements for BMP T5.13.
- 4 5. After compaction, place Topsoil Type A to fill in low spots, adjust irrigation heads, fine
5 grade to achieved aesthetic grades and activated irrigation system to wet Topsoil.
- 6 6. Low settled areas shall be filled with additional soil and re-wet to achieve uniform
7 prescribed final grade.

8
9 3.6 PROTECTION

- 10
11 A. Protect all areas from oversaturation, and foot and vehicle traffic. Perform work in
12 such a manner as to minimize vehicle crossings.
- 13
14 B. Use all means necessary to prevent erosion of completed topsoiled and mulched areas
15 during construction and until such time as permanent drainage and erosion control
16 measures have been installed.
- 17
18 C. Repair at Contractor's expense, all damage and unsatisfactory conditions including
19 wheel ruts and vehicle/equipment tracks, humps, low spots/depressions, footprints,
20 rills, erosion, washes, debris drift piles, which may develop for any reason between
21 the time finish grading is accepted and permanent stabilization measures have
22 completely stabilized the graded area.
- 23
24 C. Settlement Repair: Correct settlement within the Warranty period at no cost to the Engineer.
- 25
26 D. Drainage: Keep surface of topsoil and mulch in such condition that it will drain readily and
27 effectively.
- 28
29 E. Materials, Tools, and Equipment: In handling materials and operating tools and equipment,
30 protect the topsoil from damage by laying down planks, plywood, or other accepted
31 protective materials where required.
- 32
33 F. Storage of Materials: Do not store or stockpile materials on topsoil.
- 34
35 G. Dust Control: Use water trucks or temporary irrigation and take all precautions needed to
36 prevent a dust nuisance to adjacent public or private properties.

37
38 3.7 CLEANUP

- 39
40 A. Daily: Keep all areas of Work clean, neat, and orderly at all times.
- 41
42 B. Final: Clean up and remove all deleterious materials and debris from the entire Work area
43 prior to Final Completion.

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1 PART 1 - GENERAL

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1.01 SUMMARY

A. This work shall consist of one or more courses of plant mixed asphalt concrete placed on a prepared foundation, base, or existing pavement in accordance with these Specifications, and in conformity with the lines, grades, thicknesses, and typical cross-sections shown in the Drawings. Paving and Surfacing for this work includes, but is not necessarily limited to the following:

1. Hot Mix Asphalt Concrete Pavement
2. Saw-cutting and removing existing asphalt concrete pavement where designated on the Drawings, and where required for the work.
3. Removing unsuitable base material.
4. Furnishing and placing base and top course materials for asphalt concrete pavement.
5. Furnishing and placing plant mix asphalt concrete.
6. Pavement Cleaning and tack coat per WSDOT Section 5-04.3(4) Preparation of Existing Paved Surfaces, prior to HMA overlay.

1.02 REFERENCES

A. References used in this Section are generally accepted industry standards. The edition of the criteria cited shall be the most recent, published edition, including amendments, at the time of bid.

1. WSDOT Standard Specifications for Road, Bridge and Municipal Construction latest edition.
2. ASTM D1557 Methods of Test for Moisture-Density Relations of Soils, Using 10 lb (4.5 kg) Rammer and 18 In. (457 mm) Drop.
3. ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods.
4. APWA Designs and Specifications for Asphalt Concrete Pavements and Bases.

1.03 QUALITY ASSURANCE

- A. Qualifications of Asphalt Concrete Supplier, equipment, materials, and methods of operation shall comply with WSDOTSS 5-04, except where modified herein, or on the Drawings.
- B. Construction shall conform to the details, cross sections dimensions, and grades specified. All elevations and grades stakes shall be established to provide a smooth and even surface shall comply with WSDOTSS 5-04.3(13). The Contractor shall immediately notify the Owner's Representative of any discrepancy of line and level.

- 1 C. Mixing plant shall be a currently certified member of Asphalt Paving Association of
2 Washington (APAW).
3
4 D. Certified test results shall meet WSDOT and/or Washington Chapter of APWA. Test results
5 submitted for review and approval shall have been performed within 4 months of anticipated
6 use of material.
7
8 E. Materials and Products shall conform to the WSDOT Standard Specifications for Road,
9 Bridge and Municipal Construction 2023, the APAW - Section II, "Specifications for Asphalt
10 Paving", and Pierce County, most restrictive requirements shall apply.
11

12 1.04 SUBMITTALS
13

- 14 A. Mix Designs providing the materials and specifications for each product, including certificates
15 from mixing plants stating that all materials supplied conform to requirements set forth by
16 these specifications for each type of Commercial Hot Mix delivered to the site:
17
18 1. Class 1/2 inch HMA Paving - PG64-22.
19 2. Technical data and MSDS Sheets, where MSDS Sheets are required, for all products
20 listed in Part 2 – Products, and where required to meet WSDOT, WAPA, and Pierce
21 County standards.
22 3. A 1 gallon sample of asphalt concrete aggregates.
23 4. Soil Sterilant material, application instructions, and MSDS Sheets.

24 BARRIERS, SAFETY GUARDS AND WARNING LIGHTS
25

- 26 A. Provide for public, visitors', workers' protection, as required by the Washington State
27 Department of Labor and Industries.

28 PART 2 - PRODUCTS
29

30 2.1 CRUSHED SURFACING
31

- 32 A. Base and Top Course, Crushed Surfacing shall conform to WSDOTSS 9.03.9(3).
33

34 2.2 ASPHALT PAVING
35

- 36 A. Class 1/2 inch HMA Paving - PG64-22: Asphalt Concrete with Aggregate Grading
37 Requirements of 1/2", as per Section 9-03.8(6) of the WSDOTSS for Roadway and Parking.
38 Asphalt PG64-22 shall conform to Section 9-02.1(4) of the WSDOT Standard Specifications.
39 Asphalt percentage of total mixture shall be 5.0 to 7.5 percent.
40

41 2.3 GRAVEL BASE
42

- 43 A. Gravel Base shall conform to the requirements of Section 9-03.10 of the WSDOT Standard
44 Specifications.
45

1
2 2.4 JOINT SEALANT
3

- 4 A. AR 4000 liquid asphalt or approved equal per WSDOT Section 5-04.3(12) and 9-04.2.
5

6 2.5 TACK COAT
7

- 8 A. Tack coat shall conform to the requirements of Section 5-02.3(3) of the WSDOT Standard
9 Specifications.
10

11 2.6 SOIL STERILANT
12

- 13 A. Soil Sterilant shall be a non-organic water-soluble herbicide "Polyborchlorate by U. S. Borax
14 Company, Caseron, or approved equal.

15 PART 3 - EXECUTION

16 3.1 GENERAL
17

- 18 A. Samples: Where test samples have been taken from the asphalt concrete, new material shall be
19 placed and compacted to conform with the surrounding area at no additional expense to the
20 Owner.
21
22 B. Protection: Provide adequate protection from damage for all paved areas including graffiti,
23 staining and spillage, tire markings, gouges, scratches, mud, oils and fluids, and lubricants
24 until final project acceptance. Replace all damaged work.
25

26 3.2 PREPARATION
27

- 28 A. Subgrades: Establish subgrades in compliance with Drawings and Section 31 20 00 Earth
29 Moving, and appropriate details. Subgrades shall be inspected and approved by the Owner's
30 Representative prior to any paving or surfacing.
31
32 B. Provide Crushed Surfacing to compacted depths and within the tolerances specified in the
33 Contract Documents.
34
35 C. Prior to asphalt placement the prepared surface shall be treated in accordance with Section 5-
36 04.3 of WSDOT.
37
38 D. Protect surrounding areas and surfaces to preclude damage from work of this Section.
39
40 E. Protect work of other trades. Take special care in work adjacent to buildings.
41
42 F. Should any defacement or damage occur, repair or replace as directed.
43

1
2 G. Where new pavement is to abut existing concrete or asphalt pavement, the existing pavement
3 shall be sawcut to provide a neat and straight edge at the joint.
4

5 H. Clean pavement and tack coat per WSDOT Section 5-04.3(4) Preparation of Existing Paved
6 Surfaces, prior to HMA overlay.
7

8 I. Preparation of Asphalt Patches:

9 1. Where existing asphalt concrete pavement upon a granular base is required to be removed
10 due to trenching or regrading, the area shall be uniformly defined in size and shape.

11 2. The existing asphalt shall be removed by sawcutting pavement vertically at a sufficient
12 distance of at least 6 inches outside the undisturbed base surface, and then the affected
13 pavement shall be broken up and removed.
14

15 3.3 HOT MIX ASPHALT PAVING
16

17 A. Asphalt concrete shall be constructed in conformance with Section 5-04.3 of the WSDOTSS,
18 except as modified herein.
19

20 B. Install with crowning or pitched surfaces as indicated on the drawings, to provide positive
21 drainage, free of humps, low spots, and areas that hold water to the tolerances specified.
22

23 C. The final result shall be an unyielding course, free from irregularities, with a smooth, firm,
24 tight, free-draining, even surface, true to grade, line and cross section indicated.
25

26 D. Provide for compacted depth as indicated on the drawings.
27

28 E. Compaction: As per paragraph 5-04.3(10) of reference specification.
29

30 F. Maintenance: Maintain surface until final acceptance. If ruts, soft spots, or other damage
31 occurs, repair surface at no additional cost to the Owner.
32

33 G. Defective Work: Remove, replace defective surfaces and those which do not drain properly.
34

35 H. Outside edges shall straight with a uniform horizontal and vertical alignment and shall be
36 hand tooled tamped firm at a 45-degree angle.
37

38 I. Manual paving shall be of uniform grade, slope and appearance with a smooth transition to
39 machine laid paving.
40

41 J. When meeting and matching with existing asphalt paving, Contractor shall sawcut the
42 existing pavement in a straight line and remove asphalt and apply tack coat. Demolished
43 asphalt shall be disposed off site.
44

45 K. Adjustment of all castings, such as manhole frames and covers, catch basin frame and covers
46 of various types of gate valves, etc. and concrete footings, slabs/curbs shall conform to the
47 exact finished grade of new asphalt concrete pavement. After such castings have been set to
48 final grade, they shall not be disturbed by the rolling operations. The course shall be

1 compacted thoroughly around the perimeter of the castings and concrete by rolling with
2 sufficient number of crisscross passes around the castings and concrete with the wheel just
3 touching the casting and concrete but not shaving or rolling over the casting and concrete.
4

5 L. All manhole covers, inlet covers, other similar cast iron items, and concrete located in the
6 paved area shall be left clean of all asphalt material, with paving trimmed cleanly and neatly
7 around all edges.
8

9 M. Ensure that each roller pass overlaps previous passes to ensure a smooth surface free of roller
10 marks.
11

12 3.4 TOLERANCES

13

14 A. Finish grade of the HMA pavement shall fall with the following tolerances:
15

- 16 1. Class ½ inch HMA Paving: Maximum variations in finished grade of paving shall be plus
17 or minus 1/8" in 10 linear feet.
18

19 3.5 DEFECTIVE WORK

20

21 A. All cost involved with correcting repairing defective work shall be borne by Contractor with
22 no extension in the Contract period.
23

24 3.6 PROTECTION

25

26 A. Execute all paving in an orderly and careful manner with due consideration for any existing
27 and new improvements. Barricade and cover as necessary to protect pedestrian, workman,
28 and adjacent properties.

29 B. Protect and maintain all asphalt concrete paving until Final Acceptance of the project.
30

31 3.7 WARRANTY

32

33 A. Settlement: Class ½ inch HMA Paved Areas: Settlement which occurs in paved areas, that
34 results in a depression (birdbath) equal to, or deeper than ¼ inch, alligator cracking, or other
35 damage to the paving, within the one (1) year Warranty period, shall be considered to be
36 caused by improper compaction methods and shall be saw cut, removed, and replaced within
37 thirty (30) days of notice at no cost to the Owner.
38

39 3.8 CLEAN UP

40

41 A. After completion of paving operations, clean surfaces of excess or spilled asphaltic materials.
42

43 B. Do not permit vehicular traffic on Class ½ inch HMA paving until it has cooled and hardened,
44 and in no case sooner than six (6) hours after placing.
45

46 C. Provide barricades and warning devices as required and in accordance with WSDOT/APWA,
47 and MUTCD.
48

STRAWBERRY FIELDS TURF CONVERSION
SECTION 32 11 00
PAVING AND SURFACING

- 1 D. Clean up entire area of all excess materials, waste piles, cut paving, debris, etc., and leave
2 project in a neat, orderly condition.
3

4 END OF SECTION

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PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes the placement, grading, and compaction of Permeable Aggregate and Geotextile Fabric for Synthetic Turf.

1.02 PERFORMANCE REQUIREMENTS

- A. The Contractor shall perform all layout. Obtain Owner's Representative's inspection of the layout prior to installation. Improperly placed material shall be reinstalled (or removed) by the Contractor at no additional cost to the Owner.

1.03 SUBMITTALS

- A. Sieve analysis performed by a certified testing laboratory of the Permeable Base and Top Stone using the sieves and percent passing listed herein.
- B. Test results indicating Permeable Base and Top Stone conformance with the listed restrictions listed herein.
- C. Base Stone and Top Stone – 1-gallon sample of each.
- D. Geotextile Fabric – Manufacturer product cut-sheet and minimum 12 in. x 12 in. physical sample.
- E. Synthetic Turf Manufacturer's written approval of the completed Permeable Aggregate Base and Top Course Stone.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall not be mixed on site.

1.05 PROJECT CONDITIONS

- A. The Contractor shall satisfy himself as to the nature and quantity of materials to be moved and other Work to be performed and shall notify the synthetic turf system manufacturer/installer and the Owner's Representative of any discrepancies between site conditions shown on the drawings and actual conditions prior to commencement of Work.
- B. Underground Utility Lines: The contractor shall locate and clearly mark all underground utilities and obstructions and protect or relocate all that conflict with the Work described herein. Assume that other utilities may be present and use caution when excavating. Notify the Owner if any other underground utilities or structures are discovered.

1 1.06 COORDINATION

- 2 A. No work shall be performed without notifying the synthetic turf system installer or
3 Owner's representative at least 48 hours prior to commencing Work.
- 4 B. Coordinate Work with other trades as applicable.

5 1.07 FINAL APPROVAL – INSPECTION AND TESTING

- 6 A. A representative designated by the synthetic turf system manufacturer shall be present
7 intermittently to observe the Contractor's operation and to adjust the Work as necessary
8 to meet field conditions. Such observations, tests, measurements and Work adjustment
9 shall not alter the requirements of the drawings or specifications nor imply any
10 superintendence or control of the Contractor's operation, nor warranty the Contractor's
11 Work.
- 12 B. Relative compaction of compacted materials shall be determined in general conditions
13 with the American Society for Testing and Materials (ASTM) Test Methods D1557
14 (modified proctor) and D2167, D2922, or D3017
- 15 C. Final top stone grades shall conform to the lines and grades shown on the drawings. The
16 measured grades shall not deviate more than 0.04 feet from the planned grades and not
17 vary more than 0.02 feet in ten (10) feet in any direction.
- 18 D. Owner's Representative shall perform a "String Test" across the finished surface to
19 inspect planarity and uniformity. Any deviation discovered during the test shall be
20 immediately repaired and compacted to the specified tolerances.
- 21 E. The designated representative of the synthetic turf system manufacturer / vendor shall
22 submit a letter stating acceptance of the Base and Top Stone for the purpose of
23 warranting the artificial turf prior to commencing with the subsequent per Section 02791,
24 paragraph 1.8.

25 1.08 PERMEABLE AGGREGATE GRADING TOLERANCES

- 26 A. Base course: 0.00" and 0.5" in 20 feet.
- 27 B. Top Course: 0.00" and 0.25" in 10 feet.
- 28 C. Contractor shall schedule an inspection for approval for both courses and shall not install
29 synthetic turf until written approval from Owner's Representative.
30

1 PART 2 PRODUCTS

2 2.01 PERMEABLE BASE& TOP STONE

- 3
- 4 A. Material used for the Base Stone and Top Stone which comprise the Permeable Aggregate Base, shall be crushed, 100% naturally occurring rock from hard, non-sedimentary parent material, equal to the aggregate for synthetic turf base and top stone. Potential supplier: Iron Mountain Quarry, Granite Falls, WA, 98338, (360) 691-1593.
- 5
- 6
- 7
- 8 B. Easily erodible soft rock such as Basalt shall not be acceptable.
- 9
- 10 C. Fragmentation of aggregate larger than 5/8 inch shall be a minimum 75%. Fragmentation of aggregate 5/8 inch and smaller shall be 100%.
- 11
- 12
- 13 D. Materials for Base and Top Stone shall conform to the following sieve requirements with an error tolerance of maximum (+/- 1%).
- 14
- 15

Gradation Sieve Size	Base Stone (4in.) Percent Passing	Top Stone (2 in.) Percent Passing
2" or 50mm	100	
1½" or 38mm	90-100	
1" or 25mm	75-100	
¾" or 19mm	65-95	
½" or 12.5 mm	55-85	100
⅜" or 9.5mm	40-75	85-100
¼" or 6.3mm	25-65	75-100
US #4 or 4.75mm	15-60	60-90
US #8 or 2.36mm	0-40	35-75
US # 16 or 1.18mm	0-20	10-55
US #30 or 600µm	0-15	0-40
US #60 or 250 µm	0-10	0-15
US #100 or 150 µm	0-6	0-6
US #200 or 75 µm	0-4	0-4

- 18 E. Restrictions:
- 19 Materials used for Permeable Base construction shall also conform to the restrictions provided below.
- 20
- 21
- 22 1. To ensure structural stability:
- 23
- 24 • $D_{60}/D_{10} > 5$ and $1 < \frac{D_{30}^2}{D_{10}D_{60}} < 3$
 - 25
 - 26 • Fragmentation of the aggregate larger than 5/8 inch shall be minimum 75%. Fragmentation of aggregate 5/8 inch and smaller shall be 100%
 - 27
 - 28
 - 29
- 30 2. To ensure separation of both stones:
- 31 • D_{85} of top stone > 2

D₁₅ of base stone

And

- $3 < \frac{D_{50} \text{ of base stone}}{D_{50} \text{ of top stone}} < 6$

3. To ensure proper drainage:

- Permeability of base stone > 40 in/hr (0.42cm/sec)
- Permeability of top stone > 40 in/hr
- Porosity of both stones > 25%

(When stone is saturated and compacted to 95% Proctor)

F. Depending on the type of rock present in the crushed stone mix, other mechanical characteristics might be necessary for approval.

G. “D_x” is the size of the sieve (in mm) that lets x % of the stone pass. For example, D₆₀ is the size of the sieve that lets 60 % of the stone pass. These sizes, for calculation purposes, may be obtained by interpolation on a semi-log graph of the sieve analysis.

2.02 SAMPLING OF CRUSHED STONE MATERIALS

A. Prior to the importation of any of the permeable materials (crushed rock base and top stone), the Contractor shall provide the Owner with a ½ cubic foot sample and a certified test lab report of the sieve analysis of the products. The materials shall be in compliance with the same sieve sizes specified and associated restrictions per paragraph 2.2. The turf manufacturer and the Owner shall be the final determining factor in establishing compliance with sieve requirements and restrictions. No material shall be brought onto the job site until the initial sieve analysis has been approved by the turf manufacturer and the Owner in writing. The testing laboratory shall be an independent, professional testing laboratory, approved by the Owner.

B. During the course of importation of the permeable materials, the Contractor shall be responsible for continually checking the materials to ensure that they continue to meet the Specifications. Failure to do so may require that the Contractor remove non-complying material from the site at his own cost. The Owner will have the option to take random samples for testing at their own laboratory. In the event that any sample taken and tested by the Owner reveals that non-complying material is being imported, the Contractor shall cease all importation until the Owner is assured that the Contractor is meeting the Specifications. In the event that the Owner’s sieve analysis and the Contractor’s sieve analysis are at variance, and either analysis reveals the material to be non-complying, the Contractor shall be responsible for obtaining the services of a third party professional testing laboratory, which, in turn shall analyze samples selected by the Owner. Third party testing fees shall be the responsibility of the Contractor. Such analysis shall be turned over to the Owner for resolution.

C. The certified test lab reports required in the paragraph above, shall be submitted by the Contractor as early as possible to avoid potential delays in the Contract due to sample rejections.

1 2.03 GEOTEXTILE FABRIC FOR SEPARATION

- 2 A. Geotextile fabric for lining trenches with slotted subdrain lateral and slotted subdrain
3 collector piping, as indicated on Drawings, shall be nonwoven, meeting WSDOTSS
4 Section 9-33.2(1)-Table 3, Geotextile Fabric for Separation and Soil Stabilization.

5 PART 3 EXECUTION

6 3.01 SUBGRADE VERIFICATION AND APPROVAL

- 7 A. Finished subgrade shall be inspected by the Contractor and the Owner's Representative
8 prior to commencing the work of this Section. Finish subgrade elevation shall be verified
9 with laser plane equipment in the presence of the Owner's Representative. A String Test
10 will be conducted by the Owner's Representative and the Contractor to check planarity.
- 11 B. Provide additional fine grading of the subgrade as required to obtain acceptance.
- 12 C. Contractor shall deploy a laser plane system to determine and check all grades. Laser
13 plane system shall be available in the presence of the Owner's Representative.

14 3.02 GEOTEXTILE FABRIC FOR SEPARATION INSTALLATION

- 15 A. After receiving approval of the finished subgrade, install Geotextile Fabric over the
16 subgrade surface following manufacturer's recommended installation procedure.
- 17 B. Do not cover subdrainage lateral or collector lines.

18 3.03 BASE STONE AGGREGATE

- 19 A. The specified base stone shall be carefully placed and compacted over the finished and
20 approved subgrade, with Geotextile Fabric installed, and subsurface drainage lines, to the
21 grades and elevations shown on the drawings. If the thickness of the planned base stone
22 exceeds six (6) inches, the stone shall be placed in horizontal layers not exceeding six (6)
23 inches and each layer shall be "proof" rolled to 95 percent relative compaction (modified
24 proctor) with a smooth drum, vibratory roller.
- 25 B. Finished surface shall be "proof" rolled with a smooth drum, vibratory roller to provide a
26 non-yielding, smooth, and flat surface.
- 27 C. Final base stone grades shall conform to the lines and grades shown on the drawings.
28 The measured grades shall not deviate more than 0.04 feet from the planned grades and
29 not vary more than 0.04 feet in ten (10) feet in any direction. Laser grading is required.
- 30 1. The top surface of the base stone shall be sloped as shown on the drawings.
 - 31 2. All base stone grades shown on the drawings shall be completed by the Contractor
32 and inspected by the turf manufacturer and the Owner's Representative prior to
33 commencing with the subsequent Work items.
34

1 3.04 TOP STONE AGGREGATE

- 2 A. The specified top stone shall be carefully placed and compacted over the base stone to the
3 grades and elevations shown on the drawings.
- 4 B. The finished surface shall be “proof” rolled with a smooth drum, vibratory roller to
5 provide a non-yielding, smooth, and flat surface.
- 6 C. The top surface of the top stone shall be sloped as shown on the drawings.
- 7 D. All top stone grades shown on the drawings shall be completed by the contractor and
8 inspected by the turf manufacturer and the Owner’s Representative for approval in
9 writing for the purpose of warranting the artificial turf prior to commencing with the
10 subsequent Work items.

11 3.05 PERMEABLE AGGREGATE BASE ACCEPTANCE

- 12 A. After completion of the work of this Section, Contractor shall obtain inspections and
13 approvals of the finished work as specified herein.

14 3.06 CLEAN-UP

- 15 A. The contractor is responsible for maintaining a clean and safe working environment
16 throughout the project site. Regular policing of the project site of trash and project debris
17 will be required. The disposal to all trash will be the contractors’ responsibility.

18 END OF SECTION

1 PART 1 - GENERAL

2 1.01 RELATED DOCUMENTS

- 3 A. Drawings and general provisions of the Contract, including General and Supplementary
4 Conditions and Division 1 Specification Sections, apply to this Section.
- 5 B. All sections of the standard specifications applicable to any and all parts of this project
6 shall govern, except as specifically modified in this section.
- 7 C. References:
- 8 1. American Society for Testing and Materials (ASTM) – latest edition.
 - 9 2. Fédération Internationale de Football Association (FIFA).
 - 10 3. Guidelines for Essential Elements of Synthetic Turf System Specifications –
11 Synthetic Turf Council (latest edition.)

12 1.02 SUMMARY

- 13 A. This Section includes the following:
- 14 1. To furnish and install a complete synthetic turf system as indicated on the plans
15 and specified herein including, but not limited to: carpet, infill, adhesive/glue,
16 extra materials, and maintenance equipment.
- 17 B. Related Work in other sections of these specifications includes, but is not limited to:
- 18 1. Section 32 13 00 – Permeable Aggregate.
19

20 1.03 DEFINITIONS / ABBREVIATIONS

- 21 A. *Carpet*: the synthetic turf system (less infill) – consisting of the tufted fiber, primary
22 backing and secondary backing.
- 23 B. *G-Max*: the scale by which shock absorbing properties of playing surfaces are measured.
24 Pursuant to ASTM F 355-95 (locations pursuant to F 1936-98).
- 25 C. *Infill Material*: A combination of rubber and sand mixed, layered, or blended unique to
26 the vendor specifications contained herein, and placed on the carpet in multiple, thin lifts
27 that support the polyethylene fibers in a vertical position.
- 28 D. *Owner*: may be the actual project owner or an owner-selected representative.
- 29 E. *Contractor*: The installer / manufacturer of the turf or their representative.
- 30 F. The following are industry abbreviations:
- 31 1. SBR: Styrene Butadiene Rubber.
32

33 1.04 PERFORMANCE REQUIREMENTS

- 34 A. The system shall consist of an infilled synthetic grass system that provides the look, feel,
35 and the playability of natural grass with the respect to ball speed and bounce, while
36 providing maximum safety to the athletes or users.
- 37 B. The system shall be designed specifically for a multi-use combination of football, soccer,
38 and lacrosse.

- 1 C. All components shall be resistant to weather, insect infestation, rot, fungus, mildew,
2 ultra-violet light and heat degradation and shall be non-toxic

3 1.05 SUBMITTALS

- 4 A. Submit the following within 14 days after the Notice to Proceed:

- 5 1. One (1) finished product box (carpet and infill) – approximately 18” x 18”.
6 2. Two (2) samples of the green “field” carpet (without infill) - each 3’ x 3’ in size.
7 3. Two (2) samples of the each of the “line” carpets – each 3’ long by the proposed
8 line width.
9 4. One (1) quart size samples (sealed) of the proposed infill mix (sand and rubber
10 mixes shall be provided in separate containers). Include source of material and
11 test results indicating compliance with the specifications contained herein.
12 5. One (1) spool of seaming thread.
13 6. One (1) pint of adhesive (sealed) from the adhesive manufacturer.
14 7. Shop drawings per paragraph 1.06.
15 8. Sample Warranty Certificate, per paragraph 1.13 C.
16 9. Manufacturer to submit information attesting to the Contractor’s authority to
17 utilize the specified system. Manufacturer to provide an Indemnification
18 Statement indemnifying the Owner and Owner’s Representative from any patent
19 infringement or royalty payment issues.

- 20 B. Submit the following prior to delivery of the synthetic turf to the project site:

- 21 1. Certified test results for drainage characteristics (with Infill) and abrasiveness,
22 per paragraph 2.01 D-E. Testing shall be performed on two random samples, one
23 each, obtained from the first and second half of the total rolls being shipped for
24 this project.
25 2. Certified test results indicating conformance with the characteristics listed by the
26 specific vendor, per paragraph 2.03.
27 3. Pre-shipment testing per paragraph 2.07 B.
28

- 29 C. Submittals required prior to any installation of the synthetic turf:

- 30 1. Letter from the manufacturer approving the in situ base course and permeable top
31 stone materials ready for laying of carpet (see paragraph 1.08).

- 32 D. Submittals required prior to final acceptance:

- 33 1. Maintenance Manuals - The Contractor shall provide three (3) sets of the
34 following:
35 a. Manufacturer’s warranty certificates for all
36 products in accordance with the approved sample warranty.
37 b. Maintenance guideline training and maintenance manuals (see paragraph
38 1.12 & 2.08) for turf system and associated equipment.
39 c. As-built drawings and specifications for the synthetic turf system (see
40 paragraph 1.11).
41 2. Maintenance equipment and associated manuals.
42 3. Initial performance test results (per paragraph 3.05).
43

44 Provide the above information in three ring binders - clearly indexed, tabbed, and
45 highlighted.
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1.06 SHOP DRAWINGS

- A. Shop drawings shall be prepared by the manufacturer at the scale of the construction documents and contain all pertinent information regarding installation. Drawings must be completed by the manufacturer. Copies of the construction documents are not acceptable. These drawings shall be submitted to the Owner for approval prior to the manufacturing and shipment of materials.

- B. Submit drawings for:
 - 1. Seaming plan (include roll numbers and sizes).
 - 2. Installation details, edge detail, other inserts, etc.
 - 3. Striping layout showing any field lines, markings and boundaries, per the project drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect all materials from the adverse weather.
- B. Provide safe and secure storage of all material required for system installation.

1.08 PROJECT CONDITIONS

- A. The synthetic-turf installer shall verify and provide written approval of the condition of the permeable Aggregate course once the material has been placed and compacted.
- B. The base material shall be verified for compliance with the construction documents with a laser level and a string line to verify compliance with the contract documents prior to placing any turf.
- C. The permeable base material contractor shall correct any conditions that are not in compliance with the design elevations and acceptable tolerances.

1.09 COORDINATION

- A. Coordinate Work with other trades as applicable.

1.10 EXTRA MATERIALS

- A. Prior to final acceptance, the Contractor shall provide to the Owner (at no additional cost) the following extra materials:
 - 1. 750 square feet of the specified green turf (15 ft. wide x 50 ft. long x 1 roll). Scrap Pieces are not acceptable.
 - 2. 50 LF - any turf used for field lines (width and color[s] as utilized on project). The above-mentioned materials are to be utilized by the Contractor for warranty related repairs. This will ensure that the repair materials will match the dye lots used on the initial field.
 - 3. 1,000 lbs. of cryogenic rubber infill, in an unopened container(s).
 - 4. 500 lbs. of silica sand infill, in an unopened container(s).

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1.11 MAINTENANCE GUIDELINE TRAINING AND MAINTENANCE MANUAL

- A. Contractor shall provide on-site, hands-on training for Owner's maintenance staff. Training shall include proper procedures for maintenance and minor repairs. Duration and content of training shall be sufficient to ensure adequate understanding of the system and required maintenance procedures, in order for the Owner to properly maintain the system in compliance with the warranty. The Owner's Representative shall be notified of this session in writing at least 72 hours in advance. Contractor shall coordinate a mutually agreeable training schedule with the Owner.

1.12 FINAL APPROVAL

- A. Final approval will be considered upon satisfactory completion of the following: all compliance and performance tests, receipt of acceptable "as-built" documents and extra materials, training session, receipt of signed and approved permits, and substantial completion approval from the Owner's Representative.

1.13 WARRANTY

- A. The synthetic turf system shall be warranted by the manufacturer as follows:
 - 1. All field areas covered with synthetic turf for a minimum period of eight (8) years from the date of Final Acceptance.
- B. The synthetic turf system shall be warranted by the manufacturer against:
 - 1. Defects in workmanship.
 - 2. Ultraviolet degradation due to normal exposure to the sun.
 - 3. Fading.
 - 4. Excessive wear.
 - 5. Seam failure (including all inlays).
 - 6. Inadequate dynamic cushioning (G-Max) levels (see paragraphs 3.05 & 3.07) herein.
- C. Definitions:
 - 1. Fading: the polyethylene fiber shall remain a uniform shade of green, without a significant loss of color over the entire warranty period of the field.
 - 2. Excessive Wear: the polyethylene fiber shall not decrease in length and/or width (measured by weight) by more than 10% per year or a total of 40% over the warranty period.
 - 3. Seam Failure: any seam that opens, tears, or otherwise fails under normal use.
 - 4. Dynamic Cushioning (G-Max): the synthetic system shall stay within the parameters for dynamic cushioning set for in paragraphs 3.05 in accordance with ASTM F 355-95 (locations pursuant to F 1936-98).
- D. A preliminary sample Warranty Certificate for approval shall be required as part of the submittal process.

1 PART 2 - PRODUCTS

2
3 2.01 GENERAL CHARACTERISTICS

- 4 A. The turf shall be a polyethylene slit film fiber attached (tufted) to a primary backing. The
5 fibers shall be tufted to a finished pile height of approximately 2 inches. The primary
6 backing will have a secondary backing (coating) of polyurethane that binds the fibers in
7 place. The turf fabric (carpet) shall be filled with a mixture of sand and rubber, in the
8 specific mix ratio to a settled depth as indicated.
- 9 B. The materials as herein after specified should be able to withstand full climatic exposure
10 in Western Washington.
- 11 C. All components shall be resistant to weather, insect infestation, rot, fungus, mildew,
12 ultra-violet light and heat degradation and shall be non-toxic.
- 13 D. The synthetic turf system shall have the basic characteristic of a flow-through drainage
14 system allowing free movement of surface water through the turf, where such water may
15 flow to the existing subbase and into the field drainage system. The permeability of the
16 synthetic turf system (w/infill) shall be a minimum of twenty (20) inches per hour.
17 Certified test results will be required from recognized testing laboratory.
- 18 E. Abrasiveness index of the turf shall be less than 25 measured per ASTM F 1015.

19 2.02 APPROVED PRODUCTS

- 20 A. The following product are approved for installation:
- 21 1. FieldTurf VERTEX for all green colored turf; product stock code FTVT-57.

22 2.03 SYNTHETIC TURF PRODUCT PROPERTIES

23 A. FieldTurf VERTEX

<u>ASTM:</u>	<u>Property/Characteristic:</u>	<u>Specifications (minimum):</u>
n/a	Yarn Structure 1	Ridged Monofilament
D1907	Yarn Denier 1	14,500 Denier
n/a	Tape Thickness 1	360 microns
n/a	Yarn Structure 2	Slit Film
D1907	Yarn Denier 2	5000
n/a	Tape Thickness 2	100+ microns
D 5823	Yarn Pile Height	2.25 inches
D5848	Yarn Pile Weight	43 oz. per Sq Yd
D5848	Total Carpet Weight	66 oz per Sq Yd
D5793	Stitch Gauge	¾ inch centers
D5034	Grab/Tear Strength Length	> 200 lbs./force
D5034	Grab/Tear Strength Width	> 200 lbs./force
D5848	Primary Backing Weight	>7+ oz./Sq Yd
D5848	Secondary Backing Weight	16+ oz./ Sq Yd
D1335	Tuft Bind (w/o infill)	>8 lbs. Force/Bundle
n/a	Infill Depth	1.5 inches
D 2859	Flammability (Pill Burn Test)	Pass
n/a	Sand	3 lbs./sf
n/a	SBR Rubber	3 lbs./sf
n/a	Total Infill Weight	6 lbs./sf

1	n/a	Total Product Weight	930 oz./sy
2	n/a	Water Permeability	>40 inch/hour
3	n/a	Warranty Period	8 Years
4			

5 2.04 INFILL MATERIALS

- 6 A. The infill materials shall be a combination of sand and rubber as specifically designed for
7 FieldTurf.
- 8 B. Infill rubber must be recycled, ambient or cryogenically ground SBR rubber. No steel
9 fines or fluff allowed. Particle size should be .5 to 1.5 mm. Rubber shall be rated
10 Number 1 Tire Granule by the Crumb Rubber Universal Marketing Bureau
11 (C.R.U.M.B.).
- 12 C. Sand shall be rounded silica, whole grain, non-compacting, and dust free. The sand must
13 have an angularity range from sub-angular to rounded, without any sharp edges.
- 14 D. Provide proposed sand / rubber ratios for review prior to installation.

15
16 2.05 TURF COLORS

- 17
18 A. The following colors shall be used for field construction.
19 Turf Areas: Light Green.
20 Lines – Yellow
21 Provide samples of all colors per paragraph 1.05 A for approval prior to ordering.
22

23 2.06 ADHESIVE/GLUE & TAPE

- 24
25 A. Adhesive/Glue shall be Ultrabond PU 1K LC (green) as manufactured by Mapei or ap-
26 proved equal. Tape shall be Ultrabond Turf Tape 100 as manufactured by Mapei. Tape
27 Roll Size pe FieldTurf preference.
28

29 2.07 QUALITY ASSURANCE

- 30 A. Installer Qualifications:
31 Installers must be the manufacturer's installer or an installer approved by the
32 manufacturer. The installer shall have installed a minimum of five (5) similar sized fields
33 (minimum 60,000 SF) of the type specified in paragraph 2.04 A, using sand/rubber
34 infilled synthetic turf systems, with a proven record of successful in-service performance.
35 The Owner reserves the right to approve the superintendent assigned to the job.
36 Superintendent:
37 Only trained technicians skilled in the installation of athletic-quality synthetic turf sys-
38 tems shall be allowed to perform the installation. All installers shall be supervised by a
39 superintendent with a minimum of ten (10) successfully constructed fields of the same
40 type as being installed. The superintendent shall not be changed until completion of the
41 installation and any follow-up punchlist items, unless approved by the Owner.
42
43 References:
44 Installer shall provide a list of references (including names and contact numbers) for the
45 above-mentioned fields. Additional references may be required.
46

1 Visual Inspection:

2 Material delivered to the site will be visually inspected to insure conformance with the
3 specifications. Secondary coatings will be checked to ensure that they are adequate in
4 weight (application amount) and completely cover the fiber tufts. Any roll of carpet will
5 be rejected in its entirety if a portion of the carpet does not pass inspection.
6

7 B. Testing of Samples Before Commencing Installation:

8 One (1) 12" x 12" sample shall be taken from every twelfth roll of the delivered material
9 and tested by an approved lab specializing in ASTM testing of synthetic turf material.
10 Tests for conformance with specifications shall include:

- 11 1. Total Weight
- 12 2. Pile Weight
- 13 3. Tuft Bind (without infill)
- 14 4. Pile Height
- 15 5. Grab Tear Strength
- 16 6. Perf Sprung Diameter
- 17 7. Fiber Melt Point

18 All costs for testing services shall be borne by the selected Turf vendor.

19 The Owner reserves the right to test the synthetic turf independently for conformance to the
20 specification. Any roll of material that does not meet or exceed the requirements outlined in
21 the specification will be removed and replaced entirely at no additional cost to the Owner.

22 2.08 TEMPORARY PERIMETER EDGE

- 23 A. Wood for Temporary Perimeter Edge shall be "Economy" grade as defined by the latest
24 edition of the Grading Rules for West Coast Lumber. Wood shall be S4S and untreated.
- 25 B. Fasteners shall be #10 Wood Screws x 3 inches.

26 PART 3 - EXECUTION

27 3.01 GENERAL

28 The installation shall be performed in full compliance with the approved shop drawings
29 and specifications.

30 3.02 EXISTING CONDITIONS

- 31 A. Refer to paragraph 1.08.

32 3.03 INSTALLATION

- 33 A. After the prepared permeable base and perimeter nailer have been accepted by the
34 manufacturer/installer, install the turf as directed by the manufacturer's instructions.
- 35 B. The synthetic turf shall be loose laid across the field, stretched, and attached to the
36 perimeter curb. Turf shall be of sufficient length to permit full cross-field installation.
37 Carpet edges should cover the nailer in its entirety. Any piece of carpet that does not
38 cover the entire perimeter curb block ledge will be rejected. No head or cross seams will
39 be allowed, except as required for "tufted" in touchlines.

- 1 C. Seams shall be sewn whenever possible. Sewn seams shall be double row, lock-stitched
2 utilizing high-tenacity thread approved by the manufacturer. Glued seams shall be
3 reinforced with a fabric scrim backing. Gluing shall only take place only when the
4 ambient air temperature and materials (carpet & scrim) reach a temperature of above 50°
5 Fahrenheit, and rain is not forecast for the next 48 hours. Handle and apply adhesive/glue
6 in strict accordance with manufacturer's instructions
- 7 D. All seams shall be transverse to the field direction; i.e., run perpendicularly across the
8 field. Seams shall be flat, tight, and permanent with no separation or fraying. Seams will
9 be tested prior to any infill material being placed. Cutting and gluing seams to remove
10 bubbles, folds, or stretched fabric is prohibited.
- 11 E. Apply glue evenly and uniformly per manufacturer's instructions to fabric scrim backing
12 or tape, synthetic turf backing, and to concrete curb/synthetic turf interface surfaces.
- 13 F. Prior to placing the infill materials, any loose tufts, debris or other deleterious materials
14 shall be removed from the carpet surface.
- 15 G. Infill materials shall be properly mixed on site and applied in numerous thin lifts
16 (minimum of twelve (12) lifts) using special broadcasting equipment. The turf shall be
17 raked and brushed properly as the mixture is applied. The infill material shall be installed
18 to the appropriate settled depth specified in paragraph 2.04 (approximately 1½ inches).
19 The mixture can only be applied when dry.
- 20 H. Secure Synthetic Turf to Temporary Perimeter Edge with staples 18 inches on center.

21 3.04 FIELD MARKINGS

- 22 A. The field will have inlaid lines as per approved shop drawings, following the approved
23 design drawing previously distributed.
- 24
- 25 Lines shall be "tufted" in at the factory when appropriate. If factory tufting is not
26 possible, lines shall be inlaid in the field by a combination of gluing, sewing. Glued lines
27 shall be reinforced with a fabric scrim backing. Short lines may be glued into place after
28 removal (shaving) of the existing tufts.

29 3.05 INITIAL PERFORMANCE TESTING

- 30 A. Prior to final acceptance, the Contractor shall have the field tested by an independent
31 testing laboratory, not affiliated with the Turf Vendor/Manufacturer, for acceptable
32 dynamic cushioning characteristics in accordance with ASTM F 355-95 (locations
33 pursuant to F 1936-98 and as revised herein). The Contractor is responsible for any costs
34 associated with testing.

35 The lab must be approved by the Owner's Representative prior to testing. The tests shall
36 be witnessed by the Owner and/or Owner's Representative. Coordinate exact schedule
37 with Owner.

38 The minimum and maximum standards for initial testing at each test location are as
39 follows:

40 Minimum G-Max - 110

41 Maximum G-Max - 140

1 Any areas of the field (individual locations - not averages) that do not comply with the
2 above standards shall immediately be remedied or replaced at no additional cost.

3 3.06 FINAL REVIEW

4 A. Prior or to request for final review, accomplish the following:

- 5 1. Complete the installation.
- 6 2. Perform all necessary testing (see paragraph 3.05).
- 7 3. Provide adequate training and orientation for the Owner's maintenance staff (see
8 paragraph 1.11).
- 9 4. Provide required maintenance equipment.
- 10 5. Provide required extra materials (see paragraph 1.10).

11 3.07 ONGOING PERFORMANCE TESTING

12 A. At the yearly anniversary date of final acceptance, the Contractor shall have the field
13 tested by an independent testing laboratory, not affiliated with the Turf
14 Vendor/Manufacturer, for acceptable dynamic cushioning characteristics in accordance
15 with ASTM F 355-95 (locations pursuant to F 1936-98 and as revised herein). The
16 synthetic turf contractor is responsible for any costs associated with the testing. A total
17 of eight (8) tests will be required. It is the Owner's responsibility to verify that ongoing
18 performance testing is completed in accordance with the specifications.

19
20 The lab must be approved by the Owner's Representative prior to testing. The tests will
21 be witnessed by the Owner and/or Owner's Representative.

22
23 The field shall never exceed a G-Max rating of 175 over the warranty period of the field
24 (eight (8) years from the date of final acceptance). Any area of the field (individual re-
25 sults - not averages) cannot increase by more than 15 on the G-Max scale in any single
26 year period.

27
28 Any areas of the field (individual results - not averages) that do not comply with the
29 above standards shall immediately be remedied or replaced at no additional cost.

30
31 3.08 TEMPORARY PERIMETER EDGE

32
33 A. Provide wood Temporary Perimeter Edge in straight horizontal and vertical alignment as
34 shown in Plans with no variations. Install and secure wood members tight to another with
35 fasteners with no gaps.

36
37 B. Secure 2x8s to CSBC Subgrade with #3 x18 inch Rebar 2 feet on center along the entire
38 Temporary Perimeter Edge length. Install butt joints at the same elevation to one another
39 and tight. Countersink top of rebar ½ inch.

40
41 3.09 CLEAN-UP

42 A. The Contractor is responsible for maintaining a clean and safe working environment
43 throughout the project site. Regular policing of the project site of trash and project debris
44 will be required. The disposal of all trash will be the Contractors' responsibility.

1

2

END OF SECTION

1 PART 1 – GENERAL

2
3 1.01 DESCRIPTION

- 4
5 A. The work in this Section includes providing galvanized steel framework, fabric, and
6 fittings.

7
8 1.02 REFERENCES

9
10 ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-
11 Dip Galvanized Coatings

12
13 ASTM A824 Specification for Metallic-Coated Steel Marcellled Tension Wire for
14 Use With Chain Link

15
16 ASTM F552 Standard Terminology Relating to Chain Link Fencing

17
18 ASTM F567 Standard Practice for Installation of Chain Link Fence

19
20 ASTM F626 Specification for Fence Fittings

21
22 ASTM F668 Specification for Polymer Coated Chain Link Fence Fabric

23
24 ASTM F900 Specification for Industrial and Commercial Swing Gates

25
26 ASTM F934 Specification for Standard Colors for Polymer-Coated Chain Link

27
28 ASTM F1043 Specification for Strength and Protective Coatings of Metal
29 IndustrialChain Link Fence Framework

30
31 ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized)
32 Welded, for Fence Structures

33
34 ASTM F1664 Specification for Poly (Vinyl Chloride) (PVC) and Other
35 ConformingOrganic Polymer-Coated Steel Tension Wire Used with Chain-Link
36 Fence

37
38 ASTM F1665 Specification for Poly (Vinyl Chloride) (PVC) and Other
39 ConformingOrganic Polymer-Coated Steel Barbed Wire Used with Chain-Link
40 Fence

41
42 CLFMI SFR 2445Security Fence Recommendations

43
44 CLFMI CLF TPO211 Tested and Proven Performance of Security Grade Chain
45 Link Fence Systems

46
47 CLFMI WLG2445 Chain Link Fence Wind Load Guide for the Selection of Line
48 Post and Line Post Spacing

49
50 ASTM F1910-98 Standard Specification for Long Barbed Tape Obstacles

1
2 ASTM F1911-05 Standard Practice for Installation of Barbed Tape

3
4 ASTM F1379-95 Terminology Relating to Barbed Tape

5
6 American Welding Society AWS D1.1 / D1.1M Structural Welding Code.

7
8 ASTM A 123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on
9 Iron and Steel.

10
11 1.03 SUBMITTALS

- 12
13 A. Shop drawings: Site plan showing layout of fence location with dimensions, location of
14 gates and opening size, cleared area, elevation of fence and gates, details of attachments
15 and footings.
16
17 B. Certifications: Manufacturers' material certifications in compliance with current ASTM
18 specifications.
19
20 C. Domestic certifications: Material certifications, Made in U.S.A., Buy American Act or
21 Buy America when required.
22
23 D. Product Data: Provide manufacturer's catalog cuts with printed specifications and
24 installation instructions. Furnish detailed sequence of operation (description of system).
25
26 E. Certifications: All welds on the gate frame shall conform to Welding Procedure
27 Specification and Procedure Qualification Record to insure conformance to the
28 AWS D1.2 Structural Welding Code. All individual welders shall be certified to
AWS D1.2 welding code.

29
30 1.04 QUALITY ASSURANCE

- 31
32 A. Manufacturer: Company operating in the United States having U.S. manufacturing
33 facility/facilities specializing in manufacturing chain link fence products with at least 5
34 years experience.
35
36 B. Fence contractor: Company with demonstrated successful experience installing similar
37 projects and products in accordance with ASTM F567 and have at least 5 years
38 experience.
39
40 C. Tolerances: Current published edition of ASTM specifications tolerances apply. ASTM
41 specification tolerances supersede any conflicting tolerance.
42

43 1.05 DELIVERY, STORAGE AND HANDLING

- 44
45 A. Delivery: Deliver products to site per contract requirements.
46
47 B. Storage: Store and protect products off the ground when required.
48

1 PART 2 – PRODUCTS

2
3 2.01 MANUFACTURERS

- 4
5 A. Framework, posts, rails, pipe.
6
7 B. Fabric, fittings, gates, and accessories.
8

9 2.02 CHAIN LINK FABRIC

- 10
11 A. Steel Chain Link Fabric: 2 inch mesh, 9 gauge, 8' high per ASTM 668, top selvage:
12 Knuckled, bottom selvage: Knuckled.
13
14 1. Galvanized with 2.0 oz. per square foot on wire.
15

16 2.03 STEEL FENCE FRAMEWORK

- 17
18 A. Round steel pipe and rail: Cold-rolled electric-resistance welded pipe in accordance with
19 ASTM F1043 Materials Design Group IC, WT-40 pipe, minimum steel yield strength
20 50,000 psi (344 MPa). hot dip galvanized zinc 1.0 oz/ ft² (305 g/m²) per ASTM A90.
21 Intermediate PreTreatment shall be 30 micrograms/in. +/- 10 micrograms/square inch.
22 External coating, with a clear polymeric overcoat, Interior coating, 90% zinc-rich coating
23 having a minimum thickness of 0.30 mils (0.0076 mm). Each pipe length shall be clearly
24 marked every 16'-18' with the following information: WT-40|Wheatland|Made in
25 USA|ASTM F1043|OD|Run Number|Mill Number|Year|Date|Time. Round steel pipe
26 shall be manufactured by Wheatland or approved equal.
27
28 1. Line post: minimum 2" nominal, 2.37 in. OD, 3.66 lb/ft
29
30 2. Line posts sleeve: minimum 2.5" nominal, 2.87 in. OD, 5.8 lb/ft
31
32 3. End posts: minimum 3.5" nominal, 4.00 in. OD, 9.2 lb/ft
33
34 4. End posts sleeve: minimum 4" nominal, 4.5 in. OD, 10.8 lb/ft
35
36 5. Top, brace, and intermediate rails: 1 ¼" nominal, 1.660 in. OD, 2.27 lb/ft
37
38 6. Bottom rail: 1.5" nominal, 1.90 in. OD, 2.72 lb/ft
39

40 2.04 TENSION WIRE

- 41
42 A. Steel Tension Wire: 7 gauge (0.177 in.) (4.50 mm) wire complying with ASTM F1664.
43 Wire gauge specified is the core wire gauge.
44 1. Class 1, extruded
45

1
2 2.05 FITTINGS
3

- 4 A. Tension and Brace Bands: Galvanized pressed steel complying with ASTM F626,
5 minimum steel thickness of 12 gauge (0.105 in.) (2.67 mm), minimum width of 3/4in. (19
6 mm) and minimum zinc coating of 1.20 oz/ft² (366 g/m²).
7
8 B. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, Rail
9 Sleeves: In compliance to ASTM F626, pressed steel galvanized after fabrication having
10 a minimum zinc coating of 1.20 oz/ft² (366 g/m²).
11
12 C. Truss Rod Assembly: In compliance with ASTM F626, 3/8 in. (9.53 mm) diameter steel
13 truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft² (366 g/m²),
14 assembly capable of withstanding a tension of 2,000 lbs. (970 kg).
15
16 D. Tension Bars: In compliance with ASTM F626. Galvanized steel one-piece length 2in.
17 (50 mm) less than the fabric height. Minimum zinc coating 1.2 oz. /ft² (366 g/m²). Bars
18 for 1 3/4 in. (44 mm) mesh shall have a minimum crosssection of 3/16 in. (4.8 mm) by 3/4
19 in. (19 mm).
20

21 2.06 TIE WIRE AND HOG RINGS
22

- 23 A. Tie wire and hogs rings per ASTM F626. 9 gauge (0.148in.) (3.76 mm) galvanized steel
24 hog rings. Minimum zinc coating 1.20 oz/ft² (366 g/m²).] polymer coated; match the
25 coating, class and color to that of the chain link fabric.
26

27 2.10 CONCRETE
28

- 29 A. Concrete for post footings shall have a 28-day compressive strength of 3000 psi.
30

31 PART 3 – EXECUTION
32

33 3.01 FRAMEWORK INSTALLATION
34

- 35 A. Post Sleeves: Posts shall be set plumb in concrete footings and in line with all posts prior
36 to to the pouring of the Bleacher Pad Curb.
37
38 B. Posts: Subsequent to the installation of the Bleacher Pad Curb, install Posts in sleeves on
39 center and plumb and fill void with C33 sand to attain zero movement. Fill the top one
40 inch void between Posts and Sleeves with non-shrink grout. Post shall exhibit zero
41 movement under human pressure.
42
43 C. Top rail: When specified, install 21 ft. (6.4 m) lengths of rail continuous thru the line post
44 or barb arm loop top. Splice rail using top rail sleeves minimum 6 in. (152 mm) long. The
45 rail shall be secured to the terminal post by a brace band and rail end. Bottom rail or
46 intermediate rail shall be field cut and secured to the line posts using boulevard bands or
47 rail ends and brace bands.
48

1 D. Terminal posts: End, corner, pull and gate posts shall be braced and trussed for fence 6 ft.
2 (1.8 m) and higher. The horizontal brace rail and diagonal truss rod shall be installed in
3 accordance with ASTM F567.

4
5 E. Tension wire: Shall be installed 4 in. (101.6 mm) up from the bottom of the fabric.
6 Fences without top rail shall have a tension wire installed 4 in. (101.6 mm) down from
7 the top of the fabric. Tension wire to be stretched taut, independently and prior to the
8 fabric, between the terminal posts and secured to the terminal post using a brace band.
9 Secure the tension wire to the chain link fabric with a 9 gauge hog rings 18 in. (457.2
10 mm) on center and to each line post with a tie wire.

11
12 3.02 CHAIN LINK FABRIC INSTALLATION

13
14 A. Chain Link Fabric: Install fabric on the Bleacher/Feidl side of the framework. Attach
15 fabric to the terminal post by threading the tension bar through the fabric; secure the
16 tension bar to the terminal post with tension bands and 5/16 in. (7.94 mm) carriage bolts
17 spaced no greater than 12 inches (304.8mm) on center. Chain link fabric to be stretched
18 taut free of sag. Fabric to be secured to the line post with tie wires spaced no greater than
19 12 inches (304.8 mm) on center and to rail spaced no greater than 18 inches (457.2 mm)
20 on center. Secure fabric to the tension wire with hog rings spaced no greater than 18
21 inches (457.2 mm) apart. Excess wire shall be cut off and bent over to prevent injury. The
22 installed fabric shall have a ground clearance on no more than 1 inch to top of concrete.

23
24 3.03 NUTS AND BOLTS

25
26 A. Bolts: Carriage bolts used for fittings shall be installed with the head on the secure side of
27 the fence. All bolts shall be peened over to prevent removal of the nut. All fasteners shall
28 be galvanized.

29
30 3.04 CLEAN UP

31
32 A. Clean Up: The area of the fence line shall be left neat and free of any debris caused by the
33 installation of the fence.

34
35
36 END OF SECTION

1 PART 1 - GENERAL

2 1.1 SUMMARY

3 A. Section Includes:

- 4 1. Scope of work. The work in this section shall include furnishing all labor, materials,
5 equipment and appliances necessary to complete all Cantilever Slide Gate(s) required
6 for this project in strict accordance with this specification section and drawings.

7 1.2 REFERENCES

8 A. ASTM F 1184-03 Standard Specification for Industrial and Commercial Horizontal Slide
9 Gates.

10 B. American Welding Society AWS D1.1 Structural Welding Code-Steel.

11 C. ASTM A 123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and
12 Steel.

13 1.3 SUBMITTAL

14 A. Product Data:

15 1. Provide manufacturer's catalog cuts with printed specifications and installation
16 instructions.

17 2. Furnished detailed sequence of operation and maintenance data covering the installed
18 products.

19 B. Shop Drawings:

20 1. Supply shop drawings showing the relationship of gate system with other work. Include
21 details of all major components to be provided.

22 2. Include complete details of gate construction, gate height, and post spacing dimensions.

23 C. Certifications:

24 1. Gate in compliance with ASTM F 1184-16, Standard Specification for Industrial and
25 Commercial Horizontal Slide Gates.

26 2. Welding process must be certified per AWS D1.1.

27

1 PART 2 - PRODUCTS

2 2.1 CANTILEVER SLIDE GATE MANUFACTURERS:

- 3 A. The cantilever sliding gate system shall be manufactured by Hoover Fence Co., 4521 Warren
4 Ravenna Rd. Newton Falls, Ohio 44444- (330) 358 – 2335 or approved equal.
- 5 B. Approved substitution – All other systems must be submitted to the design team in accordance
6 with substitution requirements as set forth in the general provisions of the specification manual
7 for approval prior to the bid date. Products submitted after the bid date will not be approved.
- 8 C. Gate manufacturer shall certify gate is manufactured in compliance with ASTM F1184-03,
9 Standard Specification for Industrial and Commercial Horizontal Slide Gates.
- 10 D. Gate manufacturer shall provide independent certification as to the use of a documented
11 Welding Procedure Specification and Procedure Qualification Record to insure conformance
12 to the AWS D1.1 welding code. Upon request, Individual Certificates of Welder Qualification
13 documenting successful completion of the requirements of the AWS D1.1 code shall also be
14 provided.

15 2.2 GATE DIMENSIONS

- 16 A. Cantilever Slide Gate shall be 5' tall with a 12' opening width.

17 2.3 GATE CONSTRUCTION DETAILS

- 18 A. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure
19 Qualification Record to insure conformance to the AWS D1.2 Structural Welding Code. All
20 individual welders shall be certified to AWS D1.2 welding code. See 1.02 D.
- 21 B. Cantilever gate frames consist of 2-1/2" O.D. horizontal rails, 2" O.D. vertical bracing, and 1-
22 5/8" diagonal bracing; all are welded and galvanized for the longest lasting gate.
- 23 C. Chain link is 9ga. 2" mesh (1.2 oz. zinc galvanized after weaving).
- 24 D. The slide gate counterbalance should be approximately 1/2 the length of the gate opening.
25 Minimum counterbalance should be 6' long minimum.
- 26 E. Gate posts to be 4" o.d. x 9' Long Galvanized HF40 Gate Posts (#CL-49-HF40) with 4" Post
27 Caps (#CL-PCP-4)
- 28 F. Posts to be set in class 4000 cement concrete footings. Footing is to be 12" minimum diameter
29 and 42" minimum depth. Post to be set 36" below top of footing.
- 30 G. Gate rollers to be 4" x 2-1/2" Premium Nylon Stealth Rollers - Round Post (#DAC-5800-4HD)
31 with Universal Cantilever Roller Covers for Nylon Rollers - Top Fit (#DAC-5975-T) and
32 Universal Cantilever Roller Covers for Nylon Rollers - Bottom Fit (#DAC-5975-B).
- 33 H. Gate to have 4" round gate receiver latch – with lock bar (#CL-7234).

34

1 2.4 POSTS

- 2 A. All posts shall be minimum 4" O.D. (102mm) round galvanized steel in accordance with
3 ASTM F 1184-03.

4 2.5 LOCKING MECHANISM

- 5 A. Contractor shall provide three options for Gate Locking Mechanism. Locking Mechanism
6 shall be capable of accommodating a padlock to secure the Gate in a closed and open position.

7 2.6 COATING

- 8 A. Gate to be galvanized steel per Section 32 31 13.

9 PART 3 - EXECUTION

- 10 3.1 Final grades and installation conditions shall be examined. Installation shall not begin until all
11 unsatisfactory conditions are corrected.

12 3.2 INSTALLATION

- 13 A. Equipment in this section shall be installed in strict accordance with the company's printed
14 instructions unless otherwise shown on the contract drawings.

- 15 B. The gate and installation shall conform to ASTM F 1184-03 standards for industrial and
16 commercial slide gates.

- 17 C. Install Sliding Gate on outside of fencing. Install all post plumb and in line resulting a level
18 in-line sliding gate.

19 3.3 SYSTEM VALIDATION

- 20 A. The complete system shall be adjusted to assure it is performing properly.
21

22 END OF SECTION

1 PART 1 GENERAL

2
3 1.01 WORK INCLUDED

- 4
5 A. Provide all equipment and materials, and perform all work necessary to furnish and
6 install the Team Bench, as indicated on the drawings and as specified herein. Site
7 Furnishing shall include a Surface Mounted Team Bench with Back Rest

8
9 1.02 RELATED WORK

- 10
11 A. Examine contract documents for requirements that affect work of this section.

12
13 1.03 REFERENCES

- 14
15 A. Comply with applicable requirements of the following standards. Where these standards
16 conflict with other specified requirements, the most restrictive requirements shall govern.
17
18 1. National Federation of State High School Associations (NFHS)
19 2. National Collegiate Athletic Association (NCAA)
20 3. International Association of Athletics Federations (IAAF)
21 4. American Sports Builders Association (ASBA)
22 5. Manufacturers Data and Recommended Installation Requirements

23
24 1.04 SUBMITTALS

- 25
26 A. Manufacturers Product Data
27
28 1. Provide manufacturers product data.
29
30 B. Shop Drawings
31
32 1. Provide drawings of the manufacturers recommended installation and foundation
33 requirements prior to actual field installation work.

34
35 1.05 QUALITY ASSURANCE

- 36
37 A. Manufacturer's warranties shall pass to the Owner and certification made that the product
38 materials meet all applicable grade trademarks or conform to industry standards and
39 inspection requirements.

40
41 1.06 PRODUCT DELIVERY AND STORAGE

- 42
43 A. Materials delivered to the site shall be examined for damage or defects in shipping. Any
44 defects shall be noted and reported to the Owner's representative. Replacements, if
45 necessary, shall be immediately re-ordered, to minimize any conflict with the
46 construction schedule. Sound materials shall be stored above ground under protective
47 cover or indoors to provide proper protection.
48

1
2 PART 2 PRODUCTS

3
4 2.01 PTBBRSP - Surface Mounted Polyboard Team Bench with Back Rest

- 5
6 A. BASE: PTBBRSP - Surface Mounted Polyboard Team Bench with Back Rest as
7 Manufactured and Supplied by:

8
9 Sportsfield Specialties, Inc.
10 P.O. Box 231
11 41155 State Highway 10
12 Delhi, NY 13753
13 p. 888-975-3343
14 www.sportsfieldspecialties.com

- 15
16 B. COMPONENTS:

17
18 1. Polyboard Team Bench with Back Rest:

- 19 a. Lengths: 12'.
20 b. Fully Welded Frame Fabricated with 2" x 2" x 1/8" (0.125") Square
21 Aluminum Tubing
22 i. Durable Powder Coated Finish
23 ii. Weather Resistant and Unsusceptible to Rust
24 iii. Color: Vulcan Black HP.
25 c. 2" x 4" and 2" x 6" Synthetic Polyboard Seat and Backrest Planking Material
26 i. Durable and Wear Resistant Solid Core Construction
27 ii. Guaranteed Not to Crack, Splinter, or Sliver
28 iii. Manufactured From 90% Recycled Post Consumer Plastic
29 iv. Color: Light Oak.
30 d. 100% Preassembled; On-Site Assembly not Required
31 e. Includes Concrete Wedge Anchors for Surface Mounting to Concrete Slab
32 f. 5-Year Manufacturer's Limited Product Warranty

33
34 2.02 THREADLOCKER

- 35
36 A. Threadlocker shall be Loctite Red Series 262.

37
38 PART 3 EXECUTION

39
40 3.01 INSTALLATION OF EQUIPMENT

- 41
42 A. Team Bench with Back Rest shall be installed as recommended per manufacturer's
43 written instructions and as indicated on the drawings.
44
45 B. Install rigid, plumb and true to lines and levels shown. Verify that all elements called for
46 in this Section "fit" according to the drawings and existing site features.
47
48 C. Contractor shall use carbide tipped hammer drill bits made in accordance with ANSI
49 B212.15 to drill holes for wedge anchors. Team Bench installation shall occur after the
50 concrete slab has cured for 28 days.

STRAWBERRY PARK TURF CONVERSION
SECTION 32 33 00
SITE FURNISHINGS

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- D. Assemble and install all equipment specified by name/manufacture as per approved manufacture's printed instructions/recommendations. Provide Owner with all printed instructions/recommendations.
- E. Apply Loctite Red Threadlocker to wedge anchor threads prior to nut/washer tightening.

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 SECTION INCLUDES

- 4
5 A. Design and fabrication of Non-Elevated angle frame 3 row exterior bleachers.

6
7 1.02 QUALITY ASSURANCE

- 8
9 A. Manufacturer Qualifications: Manufacturer must have a minimum of ten years of experi-
10 ence in the design and manufacture of exterior bleachers.
11
12 B. Welders must conform to AWS standards.
13
14 C. Source Quality Control: Mill Test Certification.
15
16 D. Codes and Standards: 2021 International Building Code.

17 1.03 SUBMITTALS

- 18 A. Provide stamped Shop Drawing for Bleacher.
19
20 B. Product Literature: Submit product literature for fasteners, bleachers, and skid plate.
21 Provide 2" x 6" skid plate material sample.

22 1.04 WARRANTY

- 23
24 A. Warranty shall guarantee bleachers to be free from defect in materials and workmanship
25 for a period of 1 year under normal use. Warranty period shall begin on date of comple-
26 tion for projects installed by manufacturer, or its subcontractors.
27
28 B. Anodized finish of plank extrusions shall be covered by a 5-year warranty against loss of
29 structural strength or finish deterioration due to exposure to weather conditions or UV
30 rays.
31

32 1.05 PRODUCT LIABILITY INSURANCE

- 33
34 A. Product liability insurance is carried for the life of the product in the amount of
35 \$2,000,000.
36

37 1.06 ENGINEERING

- 38
39 A. Engineering certifications and calculations by a Registered Professional Engineer shall be
40 provided.
41
42

1 PART 2 – PRODUCTS

2
3 2.01 ACCEPTABLE MANUFACTURER

- 4
5 A. BuiltRite Bleachers.com. 67 Canterbury Lane Southington, CT 06489.

6
7 2.02 DESIGN

- 8
9 A. Applicable Code shall be International Building Code (IBC), latest edition.
10
11 B. Design Loads:
12
13 1. Live Loads: Uniform loading - Structure = 100 psf Uniform loading - Seat and
14 Foot plank = 120 plf.
15
16 2. Sway Loads: Perpendicular to seats = 10 plf Parallel to seats = 24 plf.
17
18 3. Guardrail Loads: Uniform vertical load = 100 plf. Uniform horizontal load = 50
19 plf Concentrated horizontal load = 200 pounds.
20
21 4. *Wind Loads: Basic design wind speed = 150 mph (exposure “B”)
22

23 2.03 NON-ELEVATED ANGLE FRAME BLEACHERS

- 24
25 A. Quantity and Size: Shall consist of 1 unit(s) 3 rows high x 27 long. Net seating capacity
26 per unit 54 (excluding aisles, based on 18' per seat).
27
28 B. Framework: Prefabricated galvanized steel angle spaced at 6' - 0' intervals joined by
29 means of aluminum angle cross bracing.
30
31 C. Shop connections: Welded to meet AWS standards and local code requirements.
32
33 D. Joint Sleeve Assembly: Internal splices, where required shall be two per joint, and shall
34 penetrate the joint a minimum of 8” in each direction and be riveted at one end only to al-
35 low for contraction and expansion.
36
37 E. Rise and Depth Dimensions: 6” vertical rise and 24” tread depth, Seat height is 17” above
38 its respective tread. (first seat height is 16’)
39
40 F. Seats: Nominal 2” x 10” anodized aluminum with anodized end caps.
41
42 G. Treads: Nominal two (2) 2” x 10” mill finish aluminum with anodized end caps on rows
43 2 & up.
44
45 H. Risers: Nominal two (2) 1" x 6" mill finish aluminum with mill finish end caps top on top
46 row. Nominal 1” x 6” mill finish aluminum with end caps on rows 4 & up.
47

48 2.04 MATERIALS / FINISHES

- 49
50 A. Framework:

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36

1. Galvanized Steel: Structural fabrication with ASTM A-36 steel galvanized finish. Each frame shall be unit-welded, using metal inert gas method, under guidelines by the American Welding Society.

After fabrication all steel is hot dipped galvanized to ASTM A-1 23 specifications. All crossbracing and horizontal bracing shall be aluminum angle 6061-T6 mill finish.

B. Extruded Aluminum:

1. Seat planks: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II With a wall thickness nominally .078' for impact and deformation resistance.
2. Tread and Riser Planks: Aluminum alloy 6063-T6, mill finish. With a wall thickness nominally .078" for impact and deformation resistance.

C. Accessories:

1. Channel End Caps: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II.
2. Hardware: Bolts and Nuts shall be hot dipped galvanized.
3. Hold Down Clip Assembly: Aluminum alloy 6063-T6 mill finish.
4. Joint Sleeve Assembly: Aluminum alloy 6061-T6, mill finish.
5. Skid Plate: Plastic Skid Plate shall be 100% recycled or virgin resin plastic. Products shall be UV (ultra-violet) stabilized and guaranteed for 50 years against damage caused by mildew, rot, fungal decay, insects, and water absorption. Skid Plate shall be equal to MAXITUF Plastic Lumber, grey in color, manufactured by Resco Plastics, 800-266-5097 or approved equal.

1 PART 3 – EXECUTION

2
3 3.01 INSTALLATION

- 4
5 A. Assemble and install bleacher unit in accordance with manufacturer's written instructions
6 and shop drawings.
7
8 B. Secure 1 ½" x 6" Skid Plate to bottom frame with galvanized machine bolt, washer, and
9 nut; one per bolt hole on frame. Bolt diameter shall match frame opening. Bolt head shall
10 be installed down and countersunk.
11
12 C. Secure Bleacher Skid Plate to concrete pad with 2, 3/8"X3" Dewald Screw Anchors per
13 Skid Plate.
14

15
16 END OF SECTION

1 PART 1- GENERAL
2

3 1.01 DESCRIPTION
4

- 5 A. The work of this Section shall be to provide a complete and operable, underground,
6 automatic irrigation system with complete and uniform water coverage as described in
7 the Drawings and this Section.
8
- 9 B. Work to include, but is not limited to: layout, trenching, pipe installations, tracer wire,
10 backfill, remote control valves, decoders, manual valves, valve boxes and vaults,
11 sprinkler heads, quick coupling valves, riser assemblies, irrigation controller and
12 programming, ET sensor and related items.
13

14 1.02 SYSTEM COVERAGE CRITERIA
15

- 16 A. Coverage: The irrigation system shall provide minimum 110% overlap coverage of all
17 areas. Irrigation heads shall be located and adjusted to avoid over-spray on paved
18 surfaces.
19
- 20 B. Contractor shall inform the Owner of any and all problems with pressure and/or flow to
21 site.
22

23 1.03 SUBMITTALS
24

- 25 A. Product Information of all equipment, parts, fittings, and materials.
26
- 27 B. As-Built Drawings: Contractor shall furnish accurate as-built drawings of the complete
28 irrigation system meeting the requirements of the General Conditions.
29

30 PART 2 PRODUCTS
31

32 2.01 SUBSTITUTIONS
33

- 34 A. Substitutions are not allowed for sprinkler heads, control valves, ET sensor, quick-
35 coupling valves, wiring, wire splices and controller specified herein.
36
- 37 B. Substitute or equal products are allowed for piping, fittings, glue, valve boxes and all
38 other products specified herein.
39

40 2.02 IRRIGATION PIPING
41

- 42 A. Pipe for all lines on the system side of the Booster Pump Assembly:
43 1. Mainline: Schedule 40 PVC
44 2. Laterals: PVC Class 200 SDR 21
45
- 46 B. Plastic pipe shall be extruded from 100% virgin Polyvinyl chloride (PVC) Pipe to
47 conform to ASTM D2241, F477, D1784 Cell Class 12454-A, B.
48
- 49 C. Pipe Sizing: Pipe shall be sized as described on Drawings.
50

- 1 D. Pipe shall be guaranteed to be free from manufacturing defects in material and
2 workmanship in accordance with the section of specifications covering warranties.
3 The pipe is to be guaranteed to operate within the limits of pressure and temperatures
4 recommended by the manufacturer and as required in these specifications.
5

6 2.03 PLASTIC PIPE FITTINGS AND CONNECTIONS
7

- 8 A. Fittings to be PVC except as noted on Drawings.
9
10 B. Connections shall be solvent weld, except at valves, risers, etc. that require threaded
11 connections.
12
13 C. Couplings and fittings to be taper-molded, Schedule 40, except where indicated in details.
14
15 D. Threaded nipples shall be Schedule 80.
16
17 E. Fittings shall conform to ASTM D2466-76a and D1484-75.
18

19 2.04 JOINING MATERIALS
20

- 21 A. All joining materials used will be manufactured by I.P.S. or equal and will be used in
22 accordance to the manufacturer's written specifications and safety recommendations.
23
24 B. All threaded connections (PVC) shall be sealed by using Teflon tape or Teflon paste.
25
26 C. All galvanized threads shall be sealed with an approved Teflon base pipe compound.
27
28 D. PVC solvent compounds shall be IPS "Weld-On" P-70 purple primer and "Weld-On" P-
29 711 heavy-bodied gray cement or approved equal.
30

31 2.05 BACKFLOW PREVENTION DEVICE
32

33 Not Applicable
34

35 2.06 MANUAL ISOLATION BALL VALVES
36

- 37 A. As described on drawings.
38
39 B. Line size in all conditions.
40
41 C. Meet ASTM F 1970.
42
43 D. Schedule 80 Full Bore Design.
44
45 E. Rated to 235 psi @ 73 deg. F
46

47 2.07 QUICK COUPLING VALVES
48

- 49 A. As described on Drawings.
50

1 B. Contractor is to furnish to the Engineer one coupler with either 1 " x 1" or 1" x 3/4" (per
2 Engineer's option). Hose swivels shall be attached with coupler key.

3
4 C. Work to include layout, trenching, pipe installations, backfill, quick coupling valves,
5 valve boxes, riser assemblies, and related items.

6
7 2.08 UNDERGROUND ELECTRICAL WIRE

8
9 A. All wiring is to be Hunter ID WIRE 1 for lengths up to 10,000 ft or ID WIRE 2 for
10 lengths greater than 10,000 ft.

11
12 B. All wiring to have color coded exterior jacket.

13
14 C. Underground splices shall be made in a new splice box with vinyl insulated connectors
15 and sealed in Epoxy Resin (DBRY-6 or approved equal)

16
17 2.09 TRACE WIRE

18
19 A. Trace wire shall be 14 GA. solid bare copper wire. Wire to be UF rated and UL listed.

20
21 2.10 ELECTRICAL EQUIPMENT

22
23 A. All components of control equipment, solenoid valves, etc., shall be UL labeled, certified
24 and conform to current National Electrical Code, and be acceptable to local governing
25 codes.

26
27 2.11 REMOTE CONTROL VALVES

28
29 A. As described on drawings

30
31 2.12 VALVE BOXES

32
33 A. Valve boxes shall be Carson L Series 10" round model 910-10 with 910-4B bolt down T-
34 cover and L Series rectangular model 1220-6 with 1220-4B bolt down T-cover.

35
36 B. All cover colors shall be dark green.

37
38 2.13 SPRINKLER HEADS - ROTORS AND SPRAYS

39
40 A. As described on drawings.

41
42 B. Adjustable heads are not acceptable for use as full-circle (360°) heads.

43
44 2.14 AUTOMATIC CONTROLLER

45
46 A. As described on drawings.

47
48 2.15 DECODER MODULES

49
50 A. As described on drawings.

1
2 2.16 SOLAR, RAIN, FREEZE SENSOR
3

4 A. As described on drawings.
5

6 2.17 GRAVEL BACKFILL FOR DRAINS
7

8 B. Gravel Backfill for Drains shall comply with WDOTSS 9-03.12(4).
9

10 2.18 THRUST BLOCK
11

12 A. Concrete for thrust block shall meet the following:
13

- 14 1. PSI: Minimum of three thousand five hundred (#,500)
- 15 2. Water/cement ration: No greater than fifty-three hundredths (0.53)
- 16 3. Air Content: Range between four and eight percent (4-8%)
- 17 4. Slump: Maximum of four (4) inches.
18
19
20
21

22 PART 3 EXECUTION
23

24 3.01 GENERAL
25

26 A. Contractor is responsible for locating and avoiding underground utilities, for notifying all
27 appropriate agencies prior to beginning excavation, and for any damage caused by the
28 Contractor. Contractor is required to notify the Engineer and utility company should there
29 be any damage.
30

31 B. Engineer and Owner shall at all times have access to the site wherever it is in preparation
32 or progress and contractor shall provide proper facilities for such access and inspection.
33

34 C. Engineer shall have the right to reject materials and workmanship or require their
35 correction. Any rejected or faulty Work shall be prepared or replaced at no cost to
36 Owner.
37

38 D. Record Drawings
39

- 40 1. Contractor shall keep an up-to-date set of drawings on the job site detailing
41 changes made during construction.
42
- 43 2. After completion of the project, the Contractor shall furnish the Owner with a
44 "as-built" drawings. The "as-built" drawings shall show the correct location of all
45 piping, valves, heads and control line locations. Instruction sheets and parts list
46 covering all operating equipment shall be bound in a folder and furnished to the
47 Owner.
48
49

1 3.02 LAYOUT
2

- 3 A. Layout work as accurately as possible to Drawings. Drawings are diagrammatic to the
4 extent that swing joints, offsets and all fittings are not shown. No changes to irrigation
5 system will be made by the Contractor without approval of the Owner.
6
- 7 B. Accurately stake head locations, following the design shown on the Drawings. Do not
8 exceed manufacturer's recommended spacing. Alterations and changes to the layout may
9 be expected in order to conform to ground conditions and to obtain full and adequate
10 coverage of water. No changes or alterations in the Irrigation Plan shall be made without
11 the prior authorization of the Owner.
12
- 13 C. Adjust layout as necessary to install around existing work. Where piping is shown to be
14 under paved areas, but running parallel and adjacent to planted areas, intention is to
15 install piping in planted areas. Do not install piping directly over another line in common
16 trench. Offset piping to opposite sides of the trench.
17

18 3.03 TRENCH EXCAVATION
19

- 20 A. Trenches shall be excavated to the line and grade indicated on the plans and
21 specifications. Except for unusual circumstances where approved by the Engineer, the
22 trench site shall be excavated to only such width as is necessary for adequate working
23 space. The top width of the trench will generally not exceed 18". The trench shall be
24 kept free from water until all connections are completed. No water is to be permitted in
25 the trenches until jointing material has set in the case of solvent and weld joints. Surface
26 water shall be diverted so as not to enter the trench. Boulders, rocks, roots and other
27 obstructions shall be entirely removed or cut out to the width of the trench and to a depth
28 6" below the bottom of the pipe.
29
- 30 B. Adjust trench depths to provide a minimum of 8" clearance below any utility or
31 subsurface drainage lines encountered.
32
- 33 C. Trenches shall be of sufficient depth to provide minimum cover from finish grades as
34 follows:
35 a. Over PVC mainline pipe and control wires: 24" minimum cover.
36 b. Over lateral lines): 18" minimum cover.
37
- 38 D. Excavate to depth required in any material encountered with no extra compensation.
39
- 40 E. Backfill: The material excavated from the trenching may be used for backfill when
41 meeting the following standards. The material placed directly on top of the pipe to a
42 depth of six (6) inches shall be free of all foreign matter and rock. After this, rock two (2)
43 inches in diameter or less will be allowed in the backfill material. All rock or foreign
44 matter not incorporated in the backfill material shall be hauled off the site at the
45 Contractor's expense. In the event clean backfill material from the excavation is
46 insufficient, the Contractor shall import clean fill material as needed.
47
- 48 F. No lengths of pipe trench, valves, sprinkler heads or risers and tees or ells may be
49 backfilled prior to Pressure Test. All required fittings shall be free and clear of back fill
50 material to facilitate inspection during the Pressure Test. Backfilling shall be completed

1 after written approval of Pressure Test.
2

- 3 G. Backfilled trenches shall be compacted to 95% per ASTM D1557.
4
5 H. Exercise care when excavating trenches near existing trees. Do not cut or damage roots
6 greater than 1" in diameter. Where roots are 1" and greater in diameter, hand-excavate
7 and tunnel. Where large roots are exposed, wrap with heavy burlap for protection and to
8 prevent excessive drying. Trenches dug by machines exposing roots greater than 1/2" in
9 diameter shall have the sides hand-trimmed, making a clean cut of the roots. All roots
10 1/2" and greater in diameter that are cut and trimmed shall be treated with an approved
11 tree wound dressing. Trenches having exposed tree roots shall be backfilled within 24
12 hours unless adequately protected by moist burlap or canvas.
13

14 3.04 INSTALLATION OF PLASTIC PIPING
15

- 16 A. Pipe couplings and fittings shall be handled and installed in accordance with the
17 recommendations of the pipe manufacturer. The chemical used in solvent welding are
18 intended to penetrate the surface of both pipe and fitting, which after curing, result in a
19 complete fusion at the joint. Use solvent and cement only, as recommended by the pipe
20 manufacturer.
21
22 B. Solvent Welds:
23
24 1. Wipe off all dust, dirt and moisture from the surface to be welded.
25 2. With a non-synthetic bristle brush in the following sequence, apply an even
26 coating of cement to the outside of the pipe. Then apply solvent to the inside of
27 the fitting, and then reapply a light coating of cement to the outside of the pipe
28 and inside of the fitting, making certain that coated area on the pipe is equal to
29 the depth of the fitting socket.
30 3. Insert pipe quickly into the fitting. Hold joint for 14 seconds so that pipe does
31 not push out from fitting. Clean off any bead of excess cement that appears at
32 the outer shoulder of the fitting.
33 4. Allow at least 15 minutes set up (curing) time for each welded joint before
34 moving or handling.
35 5. Check all fittings for correct position before solvent weld sets.
36
37 C. Plastic to Metal Connections: On plastic to metal connections, work the metal connection
38 first. Use Perma-Tex No. 2, Teflon tape, or similar non-hardening material on 3-threaded
39 connections. Liquid Teflon is not acceptable. Light wrench pressure is all that should be
40 used. Connections between metal and plastic are to be threaded adapters, except where
41 indicated in the Details.
42
43 D. Curing: Prior to introducing water into the piping, a minimum of two hours curing time
44 for the plastic joint connections shall transpire.
45

46 3.05 QUICK COUPLING VALVE (QCV) INSTALLATION
47

- 48 A. All piping shall be thoroughly flushed through extended risers before quick coupling
49 valves (QCV) are attached.
50

- 1 B. Quick coupling valves shall be installed as indicated in the details, perpendicular to the
2 surface. Valve top to be 1" to 1-1/2" below inside surface of box lid.
3
4 C. When installing QCV the top nipple of the riser assembly is to be threaded to QCV above
5 ground, carefully checking so as not to cross-thread. Then thread nipple with QCV to
6 intermediate coupling.
7

8 3.06 BURIED WIRE INSTALLATION
9

- 10 A. All wiring is to be installed in accordance with local and Washington State codes. Wire
11 is to be placed clear of all rocks, roots, etc.
12
13 B. Encased wires are to be taped together at 10' intervals. This bundle is to be taped to the
14 side of adjacent pipe at 20' intervals with a minimum of three wraps of electrical tape.
15
16 C. At all changes of direction 45° and greater, a minimum loop of 12" for contraction shall
17 be positioned for all wiring.
18
19 D. No field wire splices shall be allowed between valve boxes. All wiring connections shall
20 be installed in valve boxes or separate handhole.
21
22 E. All control wiring not in the same trench with piping, shall be installed in Schedule
23 40 pvc conduit at the depth required by Code.
24

25 3.07 TRACE WIRE INSTALLATION
26

- 27 A. Install a bare copper trace wire directly to the top of all mainlines and lateral lines on the
28 project. Fasten to pipe with electrical tape at 20' intervals.
29
30 B. Provide complete photographic evidence of trace wire installation from each section of
31 lateral and mainline installation.
32

33 3.08 SPRINKLER HEAD INSTALLATION
34

- 35 A. All piping shall be thoroughly flushed through extended risers before sprinklers are
36 attached. Liquid Teflon may be used on sprinkler threads.
37
38 B. Heads shall be installed as indicated in the details, perpendicular to the surface.
39
40 C. When installing Heads, the top nipple of the riser assembly is to be threaded to sprinkler
41 above ground, carefully checking so as not to cross-thread. Then thread nipple with
42 sprinkler to intermediate coupling.
43
44 D. Heads shall be installed flush with finish grade.
45
46

47 3.09 AUTOMATIC (REMOTE CONTROL) VALVE INSTALLATION
48

- 49 A. Contractor shall install one valve per box per details.
50

1 3.10 CONTROLLER
2

- 3 A. Mount irrigation controller in the existing Pump House.
4
5 B. Perform zone activation tests on all new zones twice for two minutes per cycle.
6
7 C. Assure valves are assigned program numbers in sequence beginning with 1, 2, 3, etc. on
8 the controller panel.
9

10 3.11 BACKFILLING
11

- 12 A. Backfill material shall be placed and compacted around and under the piping and risers
13 by hand tools to height of 6" above the top of all piping. The remaining backfill shall be
14 placed by mechanical means in maximum 12" lifts with due care exercised. Backfill is to
15 be compacted to 95% minimum density by mechanical tamping. Trench must be free of
16 water during backfilling operation.
17
18 B. Trenches shall be backfilled and compacted to a uniform level flush with the surrounding
19 grade. Dress all trenched areas to surrounding finish grades prior to installing seed, sod,
20 or plant materials.
21
22 C. Water settling, compaction by wheeled vehicles, or other non-mechanical compaction is
23 not acceptable.
24
25 D. All backfill around quick coupling valves and sprinkler risers shall be mechanically
26 compacted to 95% minimum density with moisture added.
27
28 E. Backfill and recompact all trenches that exhibit settling or improper compaction at
29 Contractor's expense during the 12-month Warranty Period.
30

31 3.12 PRESSURE TESTING
32

- 33 A. Before testing, all piping is to be thoroughly flushed.
34
35 B. Prior to acceptance of work, all mainline and lateral piping and fittings shall be subjected
36 to a hydrostatic pressure test of 150 psi for a minimum of one continuous hour without
37 the sprinkler heads attached.
38
39 C. Blocking shall be in place at the time of testing. Test shall be made with valves, tees,
40 major pipe connections, and sprinkler riser locations exposed for inspection.
41
42 D. Leaks and/or imperfections developing under said pressure shall be remedied by the
43 Contractor before final acceptance of the work. Pressure shall be maintained while the
44 entire installation is inspected. The Contractor shall provide all work connected with the
45 tests. Including temporary above ground piping to connect a riser from each lateral so
46 that the entire system can be tested simultaneously.
47
48 E. A maximum loss of 5 PSI over the course of the testing period shall be allowed for an
49 acceptable test result.
50

- 1 F. Notify Engineer minimum 24 hours prior to the test, to allow time for him/her to be
2 present during the test. Retest mainline if Engineer is not present.
3

4 3.13 RESTORATION AND CLEANUP
5

- 6 A. All roots, rocks and debris shall be removed from site.
7
8 B. Sweep and wash all walks, pavement and steps.
9
10 C. All paved surfaces shall be kept clean of soil and debris on a daily basis.
11
12 D. Contractor shall be responsible for cleaning all paved surfaces affected by irrigation work
13 prior to final acceptance.
14

15 3.14 PERFORMANCE AND COVERAGE TESTING
16

- 17 A. Notification: Notify Engineer at least 48 hours prior to anticipate performance test to
18 allow him/her to be present. Retest if Engineer is not present.
19
20 B. Performance Tests shall be accomplished prior to installation of landscape grassing or
21 planting.
22
23 C. Prior to request for preliminary review and Performance and Coverage Testing,
24 accomplish the following:
25 1. Complete all work including balancing, adjusting the system (pressure-reducing
26 valves, flow-adjustment keys, nozzles, etc.) to provide optimum coverage
27 without fogging.
28 2. Adjust sprinkler heads to finish grade as specified.
29 3. Clean out all sediment from valve boxes so that drain rock is exposed below
30 bottom of valve, and all wiring (including spare wires) is visible.
31 4. Complete the Operations and Maintenance Manual for review by Engineer.
32 5. Present Engineer with a preliminary Record Drawing showing location of all
33 changes to irrigation plan to facilitate review and coverage tests.
34 6. Obtain all miscellaneous keys, spare parts and tools required under this contract
35 to the Engineer.
36
37 D. Preliminary Review: Engineer shall review system for accuracy of layout,
38 finish height of sprinkler heads in relation to finish grade, and clearance of sprinkler
39 heads from curbs, walks, walls and buildings. All aspects of finish presentation shall be
40 reviewed prior to placement of landscape material.
41
42 E. Performance and Coverage Check: Remove all valve box covers and operate each zone
43 of the system at direction of Engineer. Engineer shall mark with flagging sprinkler heads
44 not spaced correctly.
45
46 F. Coverage check is acceptable if system operates through at least one (1) complete cycle
47 in a satisfactory manner, with uniform, 110% overlap coverage, as specified, of the areas
48 to be irrigated, and automatic controls function properly.
49
50

1 3.15 FINAL INSPECTION
2

- 3 A. Prior to final inspection of work, Contractor shall have completed all punch list items and
4 shall submit signed and approved sprinkler/plumbing/health/electrical permits as
5 applicable to the work.
6
- 7 B. Provide Landscape Architect with complete Record Drawings as specified for review and
8 approval.
9

10
11

END OF SECTION

1 PART 1 GENERAL

2
3 1.01 DESCRIPTION

- 4 A. This Section includes the following:
- 5 1. Soil preparation for seeding and sodding.
 - 6 2. Installing seeding and sod.
 - 7 3. Watering and maintenance of seeding and sod until Substantial Completion is
8 achieved.
 - 9 4. Watering and maintenance of seeding and sod during the 30-Day Maintenance
10 Period, to commence after the date of Substantial Completion.

11 1.02 QUALITY ASSURANCE

- 12
13 A. Installer Qualifications: Installer Qualifications: The Landscape Contractor shall be li-
14 censed in the State of Washington, shall have a minimum of 5 years demonstrated expe-
15 rience on projects similar in scope and materials.

16 1.03 SUBMITTALS

- 17
18 A. Seeding and Sodding Schedule
- 19
20 B. Statement of Disease Free Certification for Sod and Seed Mix
- 21
22 C. Complete analysis of the seed shall be include percent of pure seed, germination, other
23 crop seed, inert and weeds, and the germination test data. All crop seed in excess of one
24 (1) percent must be itemized. Contractor must submit original label to the Engineer.
- 25
26 D. Commercial Fertilizer product information, including product label, fertilizer analysis, re-
27 lease rate, release mechanism, etc.
- 28
29 E. Mulch for hydroseeding product information
- 30

31 PART 2 PRODUCTS

32 2.01 SOD

- 33 A. Sod grass shall be from Country Green Turf Farms (360.456.1006) or approved equal.
34 Sod shall contain no sod netting and, or poly mesh and shall be grown on a loamy sand
35 root zone.
- 36 1. Sod shall contain no more than 1% other grasses, none of which is coarse or of
37 undesirable variety.
 - 38 2. Sod shall be free of weeds, pests, and diseases.
 - 39 a. Contains no more than 1% Poa Annua (annual bluegrass).

- b. Not less than 10 months old and not more than 14 months old, healthy and with a dense, vigorous, well-developed root structure.
- c. Cut from fields no more than 24-hours before delivery to job site.

2.02 SEED MIX

A. Seed Mix

- 1. Seed Mix shall be equal to Country Green Perfect Blend Mix as follows:

Seed Type % by Weight

Perennial Ryegrass	60
(1/3 Palmer or Manhattan, 1/3 Saturn or Competitor, 1/3 Charger or Dandy)	
Red Fescue	20
Chewing's Fescue	20
Application Rate	8 lbs./1000 sq. ft.

- 2. All seed shall be 98% pure with a minimum of 90% germination. Total weed seed shall not exceed 0.5%. Maximum percent inert and other crop shall be 1.50% of total seed mix
- 3. Seed Law. All seeds shall conform to the requirements of the Washington State Seed Laws, and where applicable, the Federal Seed Act.
- 4. Noxious Weed Seed. All seed shall be free of seeds of weeds listed as primary noxious by the Washington State Seed Law. Seeds shall not contain seeds of weeds listed as secondary noxious by the Washington State Seed Law, singly or collectively in excess of the labeling tolerance specified by the Washington State Seed Law.
- 5. Rejection. When seeds furnished under this specification fail to meet the requirements within tolerance, as provided by the Washington State Seed Law, the lot shall be rejected or subjected to fiscal adjustment.
- 6. Re-cleaning. Seeds shall be thoroughly re-cleaned and of uniformly good quality and appearance throughout each lot.
- 7. Preparation for Delivery. Seeds shall be packed in clean, sound containers of uniform weight. Seed shall be labeled as required by Law.
- 8. Reference Specifications. Chapter 15.49, Washington State Seed Law.

B. General:

- 1. All seeds shall conform to the requirements of the Washington State Seed Law and when applicable, the Federal Seed Act.
- 2. All seeds shall be free of weed seed listed as primary noxious by the Washington State Seed Law. Seeds shall not contain weed seeds listed as secondary noxious by Washington State Seed Law single or collective in excess of the labeling tolerance specified by the Washington State Seed Law.
- 3. Seeds shall be packed in clean, sound containers of uniform weight. Seeds shall be labeled as required by law.
- 4. Reference Specification; Chapter 15.49, Washington State Seed Act.
- 5. Mulch: The Contractor shall apply 200 pounds per acre of mulch from wood fiber.

2.03 HYDROSEEDING EQUIPMENT AND MATERIALS

- A. Seed shall be spread by approved mechanical (hopper or culti-packer) or hydro-seed/mulch method only.
- B. Mulch shall be SILVA MULCH at forty-five (45) pounds per 1,000 square feet.
- C. Binder shall be J-TAC at two (2) pounds per 1,000 square feet.

2.04 FERTILIZER

- A. Shall be complete commercial brand fertilizer with chemical analysis shown on unopened container when delivered.
- B. Commercial Fertilizer for sod and seed areas before and after planting shall include the following analysis:

Total Nitrogen (N)	10%
4.6% Ammoniacal Nitrogen	
3.2% Urea Nitrogen	
3.3% Coated Slow Release Urea Nitrogen	
2.3% Slowly Available Water Soluble Nitrogen*	
1.6% Water Insoluble Nitrogen	
Available Phosphoric Acid (P ₂ O ₅)	Slow Release 20%
Soluble Potash (K ₂ O)	Slow Release 20%
Sulfur (S)	4%
Boron (B)	0.06%
Copper (Cu)	0.06%
Iron (Fe)	1%
Manganese (Mn)	0.15%
Zinc (Zn)	0.14%

Derived from Urea, Sulfur-Coated Urea, Methylene Ureas, Ammonium Phosphate, Sulfate of Potash, Muriate of Potash, Iron Sulfate, Calcium and Sodium Borate, Copper Oxide and Sulfate, Iron Oxide Sulfate and Frit, Manganese Oxide and Sulfate, Zinc Oxide and Sulfate.

* Slowly Available Water Soluble Nitrogen from Methylene Ureas.

1. Fertilizer shall be standard free flowing. Fertilizer shall be packaged in new, waterproof, non-overlaid bags clearly labeled as to weight, manufacturer and content.
2. Commercial Fertilizer for maintenance of sod and seed lawn areas during planting shall be the following proportions of N-P-K: 3N:1P:1K.
3. Application rate of nitrogen: 1 lb Actual N₂/1000 square feet

1 PART 3 EXECUTION
2

3 3.01 EXAMINATION

- 4 A. Examine areas to receive sod and/or seeding for compliance with requirements and other
5 conditions affecting performance. Verify finish grade is correct before beginning work.
6 Proceed with installation only after unsatisfactory conditions have been corrected.

7 3.02 PREPARATION

- 8 A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and
9 plantings from damage caused by planting operation.
- 10 B. On seeded areas, loosen grade to a minimum depth of 2 inches. Remove stones larger
11 than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and
12 legally dispose of them offsite.
- 13 C. Finish Grading:
- 14 1. Finish grade is defined as the top surface of areas to receive seed or sod prior to the
15 installation of seed or sod, unless otherwise noted on the Drawings.
 - 16 2. Grade planting surface to a smooth, uniform surface plane with loose, uniformly
17 fine texture. Grade, roll, rake to remove ridges and fill depressions, and meet finish
18 grades. Re-grade just before sod/seed is installed to remove imperfections.
 - 19 3. Finish grade in areas to receive sod shall be held 1 inch low, or the depth required,
20 to account for the thickness of the sod.
 - 21 4. Rake or otherwise remove surface debris and rocks larger than one (1) inch in di-
22 ameter, finish grade within a tolerance of plus or minus 0.05 foot in ten (10) linear
23 feet, and then compact to 85% density prior to installing seed or sod using method
24 provided by contractor, such as lawn roller. Any portion of a partially buried rock
25 that measures greater than or equal to 1-1/2" diameter which is visible at the sur-
26 face must be removed. Pressing rocks into the soil mix is not acceptable.
 - 27 5. Finish grading shall provide for surface drainage, cutting all necessary drainage
28 swales.
 - 29 6. Roll finished surface to compact finish grade.
- 30 D. Moisten prepared sod/seed bed to a minimum depth of 4 inches before planting if soil is
31 dry. Water thoroughly and allow surface to dry before planting. Do not create muddy
32 soil or conditions that create wheel ruts for seed/sod application equipment.
- 33 E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.
- 34 F. Obtain approval of finish grade prior to installing sod or seed.
35

36 3.03 INSTALLATION
37

- 38 A. Seed / Sod Installation
- 39 1. The application rate for seeded areas shall be eight (8) pounds of seed per one
40 thousand (1,000) square feet.

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SECTION 32 92 00
SOD & SEEDING

2. Hydroseeding application shall be screened to prevent oversprays onto pavements and adjacent surfaces, equipment, etc.
3. Hydroseeding application shall be made uniformly free of bare or thin spots and areas, and applied uniformly in two, opposing directions.
4. Sod shall be installed flat, true, and without holes, footprints, or other surface deformities.
5. Sod seams shall be butt tight and shall not show any sod soil, shall not be installed on top of other sod pieces, and shall exhibit a smooth, uniform surface free of humps, low spots, or holes. Sod netting shall be removed during installation.
6. Where sod abuts pavement or other hard surface, small strips or cut pieces of sod shall not be installed. Contractor shall use a full piece of sod and trim the abutting piece behind to fit.
7. In locations where the sod will abut existing natural grass, Contractor shall edge cut the natural grass interface in a smooth, uniform line with no horizontal or vertical alignment irregularities. Install sod firm and tight against natural grass abutting edge in a manner where the sod and natural grass thatch layers meet horizontally and vertically. Water and roll sod with sod roller.

3.04 30-DAY MAINTENANCE AND ESTABLISHMENT PERIOD

- A. It is expressly understood that the Contractor will be responsible during the 30 maintenance and establishment period for normal landscape maintenance of the project. Maintenance of the seed and sod areas shall include, but not be limited to, watering, mowing, weeding, monitoring and treating any disease and/or pest-problems, cultivating and any other maintenance requirements (per standard trade practices) to keep the planting areas in a normal healthy growing condition.
- B. Replace all sod and seed areas when plants are no longer in a satisfactory growing condition as determined by the Engineer for the duration of the guarantee period. Make replacements within seven (7) days of notification from the Engineer. Remove dead sod and seed areas within two (2) days of notification and mark planting plan showing the exact location of replaced areas.
- C. The fertilization, watering, and maintenance requirements specified for seeding and sodding are the minimum requirements, and do not relieve the Contractor of the responsibility to provide acceptable installed sod. Contractor shall provide all additional fertilizer applications, waterings, mowings, and maintenance methods necessary beyond the minimum requirements specified in this Section to provide an acceptable stand of seed and/or sod at Contractor's cost as part of the unit price.
- D. Seed Establishment
 1. Grow and maintain, including, but not limited to, watering, fertilization, mowing, and clean-up the seed for a period of thirty (30) working days until it has filled into an acceptable condition.
 2. Acceptable condition shall mean a full stand of grass, uniform in appearance, and free of weeds and/or other undesirable plant species as approved by the Engineer.
 3. A full stand of seed is defined as a uniform grass cover with no bare spots over four square inches in area.
 4. Apply a second full-rate application of fertilizer the three days prior to the first mowing.

STRAWBERRY FIELDS TURF CONVERSION
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SOD & SEEDING

- 1 5. Request the Engineer inspect the seed areas, determine acceptance, and if accepta-
2 ble transfer responsibility of maintenance to the Owner.
- 3 6. Only after written acceptance of the seed areas by the Engineer, shall Contractor be
4 eligible to be paid 100% of the seeding payment item.
- 5 7. If the Engineer finds any seed area unacceptable, the Contractor shall immediately
6 repair the areas at Contractor's expense until the Engineer determines acceptance.

7
8 E. Sod Establishment:

- 9 1. Grow and maintain, including, but not limited to, watering, fertilization, mowing,
10 and clean-up the sod for a period of thirty (30) working days until it has filled in to
11 an acceptable condition.
- 12 2. Acceptable condition shall mean a full stand of grass, uniform in appearance, and
13 free of weeds and/or other undesirable plant species as approved by the Engineer.
- 14 3. A full stand of sod is defined as a uniform grass cover with no bare spots.
- 15 4. Apply a second full-rate application of fertilizer three days prior to the first
16 mowing.
- 17 5. Request the Engineer inspect the sod areas, determine acceptance, and if acceptable
18 transfer responsibility of maintenance to the Owner.
- 19 6. Only after written acceptance of the sod areas by the Engineer, shall Contractor be
20 eligible to be paid 100% of the seeding payment item.
- 21 7. If the Engineer finds any sod area unacceptable, the Contractor shall immediately
22 repair the areas at Contractor's expense until the Engineer determines acceptance.

23
24 F. Required Tasks During the 30-Day Maintenance Period

- 25 1. Tasks shall include, but not be limited to mowing (three mowings minimum, and as
26 many additional mowings as it takes to maintain seed and sod areas at 1-1/2 inch
27 height without removing more than 1/3 blade height at any one mowing), edging,
28 weed control, and watering.
- 29 2. Application of a second full-rate application of fertilizer prior to first mowing.

30
31 G. Watering and Moisture Management

- 32 1. To encourage deep rooting, each watering shall be thorough enough to provide soil
33 moisture a minimum of four (4) inches below soil surface. Permit soil to dry suffi-
34 ciently between watering, but not so dry as to damage the seed or sod.
- 35 2. During the germination period for seeded areas, the plant bed shall be kept evenly
36 moist at all times to a depth of 4 inches. To achieve this goal, it may be required to
37 water areas more than once daily, depending upon weather conditions, during the
38 germination period. Care shall be given to apply water at such a rate so as to not
39 erode or wash away seed or sod.
- 40 3. Application rates and timing to achieve adequate moisture for active growth for
41 seed and sod shall be solely the responsibility of the Contractor.
- 42 4. Daily inspections will be conducted by the Engineer during the germination period
43 following application to verify the application of adequate amounts of water.
44 Should inspection reveal that an adequate amount of moisture is not being supplied
45 or evenly distributed to all the seeded and sodded areas, the Engineer will place the
46 Contractor on notice that immediate applications of water be applied.
- 47 5. Daily inspections of sodded and seeded areas will be conducted by the Engineer
48 during the 30-day Sod Maintenance Period. Should inspection reveal that an ade-
49 quate amount of moisture is not being supplied or evenly distributed to all the
50 seeded and sodded areas, the Engineer will place the Contractor on notice that im-
51 mediate applications of water be applied and failure to do so will result in immedi-

1 ate suspension of the calendar day maintenance period. No additional compensa-
2 tion will be allowed the Contractor for these applications of water.

- 3 6. If the Contractor continues to fail to apply adequate moisture during the germina-
4 tion period for five (5) consecutive calendar days, the Engineer may declare the
5 seeding and sod unacceptable. Within three (3) working days of notification, the
6 Contractor will be required to reseed and resod areas that have not been kept
7 properly moist to provide healthy, vigorous growth.

8
9 H. Owner's Recourse to Lack of, or Inadequate/Improper Maintenance

- 10 1. It is agreed that the City will suffer damage and be put to additional expense in the
11 event that the Contractor does not perform maintenance duties as specified above,
12 and as it may be difficult to accurately compute the amount of such damage, the Con-
13 tractor hereby expressly covenants and agrees to the following maintenance perfor-
14 mance measures:
- 15 a) Weeding: The Engineer will issue the Contractor up to two written notices during
16 the maintenance period to weed contract planting areas. Whereupon the Contrac-
17 tor shall have seven calendar days, per notice, to complete the weeding. If weed-
18 ing is not performed after the second notice, the Engineer shall terminate the con-
19 tract with the Contractor and contact the Contractor's Bonding Company to per-
20 form the work for the rest of the maintenance period.
 - 21 b) Replacing Dead or Dying Seed or Sod: The Engineer will issue the Contractor up
22 to two written notices during the maintenance period to replace dead or dying
23 seed or sod . Whereupon the Contractor shall have seven calendar days, per no-
24 tice, to replace the dead or dying grass. If grass replacement is not performed af-
25 ter the second notice, the Engineer shall terminate the contract with the Contrac-
26 tor and contact the Contractor's Bonding Company to perform the work for the
27 rest of the maintenance period.
 - 28 c) Regular watering: The Engineer will issue the Contractor up to two written notic-
29 es during the maintenance period to water the contract plants. Whereupon the
30 Contractor shall have three calendar days, per notice, to water contract plants. If
31 plant irrigation is not performed after the second notice, the Engineer shall termi-
32 nate the contract with the Contractor and contact the Contractor's Bonding Com-
33 pany to perform the work for the rest of the maintenance period.

34 3.05 INSPECTION AND SUBSTANTIAL COMPLETION

- 35 A. After completion of all seed and sod installation, and specified maintenance and watering
36 through the date of Substantial Completion, the 30-day maintenance period, the Engineer
37 will review all areas for compliance.
- 38 B. Grassed areas without an acceptable, uniform stand of sod or seed, or areas damaged
39 though any other cause prior to this inspection shall be re-grassed using the material
40 specified for that area as herein specified at the Contractor's expense, and regrown,
41 including specified maintenance, until an acceptable stand is achieved.
- 42

1 3.06 CLEANUP AND PROTECTION

- 2 A. Promptly remove soil and debris from seed and sod areas. Clean wheels of vehicles
3 before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

4 END OF SECTION
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PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Furnish and install a complete subsurface drainage system as shown on the plans and described herein.
- B. Trench to line and grade as shown on the drawings utilizing laser controlled equipment.
- C. Dispose of excavated trench material according to Section 31 20 00 Earthwork.
- D. Install Catch Basin and Clean-outs
- E. Install corrugated High Density Polyethylene (HDPE) slotted collector pipe.
- F. Remove all loose material from lateral trench bottom.
- G. Install geotextile fabric lining in drainage trenches.
- H. Backfill HDPE pipe trenches.
- H. Flat Drain Installation

1.03 SUBMITTALS

- A. Product Data: For drainage pipe, drainage panels, and geotextile fabrics.
 - 1. Perforated (slotted) HDPE pipe (HDPE) and fittings.
 - 2. Perforated (slotted) polyethylene pipe (PP) and fittings.
 - 3. Drainage aggregate and Pipe Backfill.
- B. Submit composite data sheets on all materials. See Part 2 “Sampling of Permeable Aggregate Materials” for submittal requirements.

PRODUCTS 2 PRODUCTS

2.01 GENERAL

- A. All materials used in the drainage system shall be new and of the type specified.

2.02 HIGH DENSITY POLYETHYLENE PIPE (HDPE) AND FITTINGS FOR SUBDRAIN COLLECTOR PIPING

- A. Perforated and non-perforated HDPE drain pipe and fittings shall be High Density Polyethylene (HDPE) conforming to ASTM F405, Standard Specifications for Corrugated Polyethylene Tubing and Fittings. HDPE pipe shall be AASHTO M252,

STRAWBERRY FIELDS TURF CONVERSION
SECTION 33 42 00
SUBSURFACE DRAINAGE SYSTEM

1 Dual Wall with Type S smooth interior and corrugated exterior pipe manufactured by
2 Advanced Drainage Systems or approved equal. Fittings shall be of the same
3 manufacturer as the pipe and shall be of the "snap-on" type. Lengths of tubing shall be
4 joined by split couplings.

- 5 B. Perforations shall be slotted with a minimum of three rows at 120-degree angles and
6 rotated every valley. Maximum slot length shall be 0.875 inch and maximum slot width
7 shall be 0.125 inch.
- 8 C. Field cut perforations are not allowed.

9 2.03 FLAT DRAINS

- 10 A. Flat Drains shall be Hydraway Strip Drains as manufactured by Intech Anchoring
11 systems, Caseyville, IL 62232, 800.223.7015, info@hydraway.net or approved equal.
12
- 13 B. The Flat Drain consists of a structured high-density polyethylene (HDPE) perforated core
14 that is thermally bonded to a geotextile filter fabric. The flat drain should be lightweight
15 and flexible, have minimal "memory" when placed in horizontal position, and be suffi-
16 ciently durable to withstand automated and/or manual installation procedures.
17
- 18 C. Core - High Density Polyethylene (HDPE)
19 1. Length: 150 inches
20 2. Width: 12 inches
21 3. Depth: 1-inch minimum
22

23 Core Material Requirements

Product	Average Test Value	ASTM Test Method
Compressive strength at maximum deflection of 20%	11,400 lbs/ft ²	D1621
Flow rate at 10 psi and gradient of 0.1	21 gpm/ft width	D4716
Peel strength (fabric to core)	50 lbs/ft width	D1876

24
25

D. Geotextile Fabric – Tencate -Mirafi 140N

1. 4.5 ounce minimum.
2. Thermally bonded to core.

Geotextile Requirements

Product	Average Test Value	ASTM Test Method
Elongation	50%	D4632
Grab Tensile	120 lbs	D4632
Permeability	135 gal/min/ft ²	D4491
Apparent strength (fabric to core)	50 lbs/ft width	D1876

E. Flat Drain Fittings

1. Flat Drain Splice to connect Flat Drains to one another shall be SP-12 as manufactured by Hydraway,net.
2. Joint Tape for wrapping the split couplings shall be polyethylene material (duct tape).

2.04 HDPE PIPE TRENCH BACKFILL

- A. HDPE Pipe trench backfill shall be clean, washed pea gravel ½” – 3/8” drainage aggregate shall be used as the envelope around the slotted drain piping from the bottom of the pipe trench to the level of the subgrade.

Pea Gravel

Sieve Size	Specification
½”	100%
3/8”	85-100%
#4	10-30%
#8	0-10%
#16	0-15%

2.05 CATCH BASIN

- A. Catch Basin Type 1 shall be per WSDOT Standard Plan B-5.20-03.
- B. Frame shall be ADA compliant, fit into frame, and comply with H-20 loading. Contractor to submit preference.
- C. Grate shall be per WSDOT Standard Plan B-30.30-03 or B-30.40-03.
- D. Solid metal cover shall be per WSDOT Standard Plan B-30.20.04.

2.06 CLEANOUTS

- A. Cleanouts shall be in accordance with Snohomish County Standards.

1 2.07 SAMPLING OF TRENCH BACKFILL

- 2 A. Prior to the importation of any of the Trench Backfill materials, the Contractor shall
3 provide the Owner with a ½ gallon sample and with a certified test lab report of the sieve
4 analysis of the product listing compliance with the same sieve sizes specified. Owner
5 shall be the final determining factor in establishing compliance with sieve requirements.
6 No material shall be brought onto the job site until the initial sieve analysis has been
7 approved by the Owner, in writing. The testing laboratory shall be an independent,
8 professional laboratory, approved by the Owner.
- 9 B. During the course of importation of the Trench Backfill materials, the Contractor shall be
10 responsible for continually checking the materials to ensure that they continue to meet the
11 Specifications. Failure to do so may require that the Contractor remove non-qualifying
12 material from the site at his own cost. The Owner will have the option to take random
13 samples for testing at their own laboratory. In the event that any sample taken and tested
14 by the Owner reveals that non-qualifying material is being imported, the Contractor shall
15 cease all importation until the Owner is assured that the Contractor is meeting the
16 specifications. In the event that the Owner's sieve analysis and the Contractor's sieve
17 analysis are at variance, and either analysis reveals the material to be non-complying, the
18 Contractor shall be responsible for obtaining the services of a third party professional
19 testing laboratory, which, in turn shall analyze samples selected by the Owner. Such
20 analysis shall be turned over to the Owner for resolution.
- 21 C. The certified test lab reports required in paragraph above, shall be submitted by the
22 Contractor as early as possible to avoid potential delays in the Contract due to sample
23 rejections.

24 2.08 GEOTEXTILE FABRIC FOR SEPARATION

- 25 A. Geotextile fabric for lining trenches with flat drains and slotted subdrain collector piping,
26 as indicated on Drawings, shall be nonwoven, meeting WSDOTSS Section 9-33.2(1)-
27 Table 3, Geotextile Fabric for Separation and Soil Stabilization.

28 PART 2 EXECUTION

29 3.01 FINISH SUBGRADE

- 30 A. Verify that the subgrade has been completed, tested, and accepted prior to trenching.

31 3.02 TRENCHING

- 32 A. Excavation: Trenches shall be cut with smooth sides, no less width than as shown on the
33 drawings. All trench spoils removed from the under drained areas may be used as fill in
34 other on-site areas. In the event that the trench has been over excavated, the Contractor
35 may correct the cut by use of the gravel filler material, as long as the invert elevations of
36 the drainpipe and the minimum gravel filter blanket are as specified. All trenches shall
37 have loose material removed from the trench bottom before any bedding gravel shall be
38 placed. Trench bottom shall be smooth and compact and to the grade specified.

- 1 B. Trench Maintenance: All trenches shall be maintained with vertical sides and without
2 loose or sloughed materials therein; care shall be taken in placement of gravel to ensure
3 no sloughing of trench sides or contamination of the gravel.
- 4 C. The Contractor shall not drive rubber tired vehicles across excavated trenches unless
5 trenches are bridged with ½” steel sheeting (approximately 4’ x 8’ size). During delivery
6 of materials, trucks shall be guided by a field worker to ensure no trenches are crossed
7 without protection.
- 8 B. All excavations over four feet (4’) deep shall be in conformance with WAC 293-155-657
9 and Trench Excavation Safety System per RCW 39.04.180.

10 3.03 GEOTEXTILE FABRIC FOR SEPARATION INSTALLATION

- 11 A. Line all trenches where Flat Drains and slotted HDPE collector pipe are to be installed,
12 with geotextile fabric for separation, as indicated on Drawings.
- 13 B. Extend fabric past the top of each side of a trench a min. 18 inches, lay the fabric flat on
14 subgrade, and stake fabric to grade every 36 inches.
- 15 C. Do not cover the top of any drain trench with fabric.

16 3.04 HDPE SLOTTED PIPE INSTALLATION

- 17 A. Pipe shall be coupled with snap-on couplings to ensure locking of the couplings and shall
18 be wrapped with two wraps of polyethylene tape (one tape width).
- 19 B. Provide trace wire on top of all pipes as described on Drawings.
- 20 C. Install Geotextile Fabric prior to installation of Trench Backfill. Provide 2” Trench
21 Backfill under all slotted collector pipes. Center Slotted Pipe on trench and backfill with
22 Trench Backfill uniformly.
- 23 D. Install clean-outs plumb at the upstream terminus of all pipes. Top of clean-out shall be
24 installed 2 inches from Finish Grade. Secure 18-inch, #4 rebar vertically to clean-outs
25 with 2 stainless steel hose-clamps. Top of rebar shall be four inches from finish grade.

26 3.05 FLAT DRAIN INSTALLATION

- 27 A. Install Flat Drain in the horizontal orientation with the top up, (the grid core) and the
28 bottom (the dimpled points of the core) down in the shallow trench. Backfill against flat
29 drain edges to achieve a flush grade from subgrade to flat drain and manually compact
30 making sure not to compact the flat drain.
- 31 B. Flat Drain shall be installed in a shallow trench as detailed. Connect Flat Drains ends to
32 one another with Splices and tape wrap both connections twice (one tape width).
- 33 C. Cut Flat Drains @ 45 degrees and assure the Flat Drains physically touch the HDPE
34 slotted collector pipes.

- 1 D. Cover Flat Drains with Geotextile Fabric prior to permeable aggregate installation.
- 2 E. Until 6 inches of permeable aggregate is placed on the field, all wheeled traffic shall be
3 kept off the flat drain lines. Once a minimum of 3 to 4 inches of permeable aggregate is
4 placed, tracked equipment can drive across the flat drain lines. After 6 inches of
5 permeable aggregate has been placed and compacted, wheeled equipment can be driven
6 over the flat drain lines and he field.
- 7 F. Remove all drain line cuttings and debris prior to permeable aggregate installation.

8 END OF SECTION

Strawberry Fields Turf Conversion Marysville

Permit Set
December 23rd, 2022

City of Marysville

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- G2.0 Existing Conditions
- D1.0 Demolition Plan Field 2
- D2.0 TESC Plan Field 2
- D2.1 TESC Details
- C1.0 Site Plan Field 2
- C1.1 Spectator Area Site Plan Enlargement
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- C5.1 Site Details
- C5.2 Site Details
- C5.3 Site Details
- L1.0 Restoration Plan Field 2

General Notes

1. TRAFFIC CONTROL SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY.
2. PROVIDE A THOROUGH DAILY CLEAN UP OF THE PROJECT SITE. REMOVE ALL TRASH AND DEBRIS, CLEAN PAVEMENT(S), AND CLEAN ALL INGRESS AND EGRESS POINTS, AND RIGHTS-OF-WAY.
3. PROTECT ALL EXISTING IMPROVEMENTS FROM DAMAGE AND DEFAACEMENT.
4. VERIFY ALL DIMENSIONS BEFORE PROCEEDING. ANY DIMENSIONAL DEVIATION FROM THAT SHOWN WHICH MAY AFFECT INTENT OR DESIGN SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER. OBTAIN WRITTEN RESOLUTION PRIOR TO PROCEEDING WITH ANY WORK.
5. PROJECT ENGINEER SHALL BE IMMEDIATELY NOTIFIED DISCREPANCIES BETWEEN DRAWINGS AND SITE CONDITIONS.

Project Site

6100 152nd St NE, Marysville, WA 98271

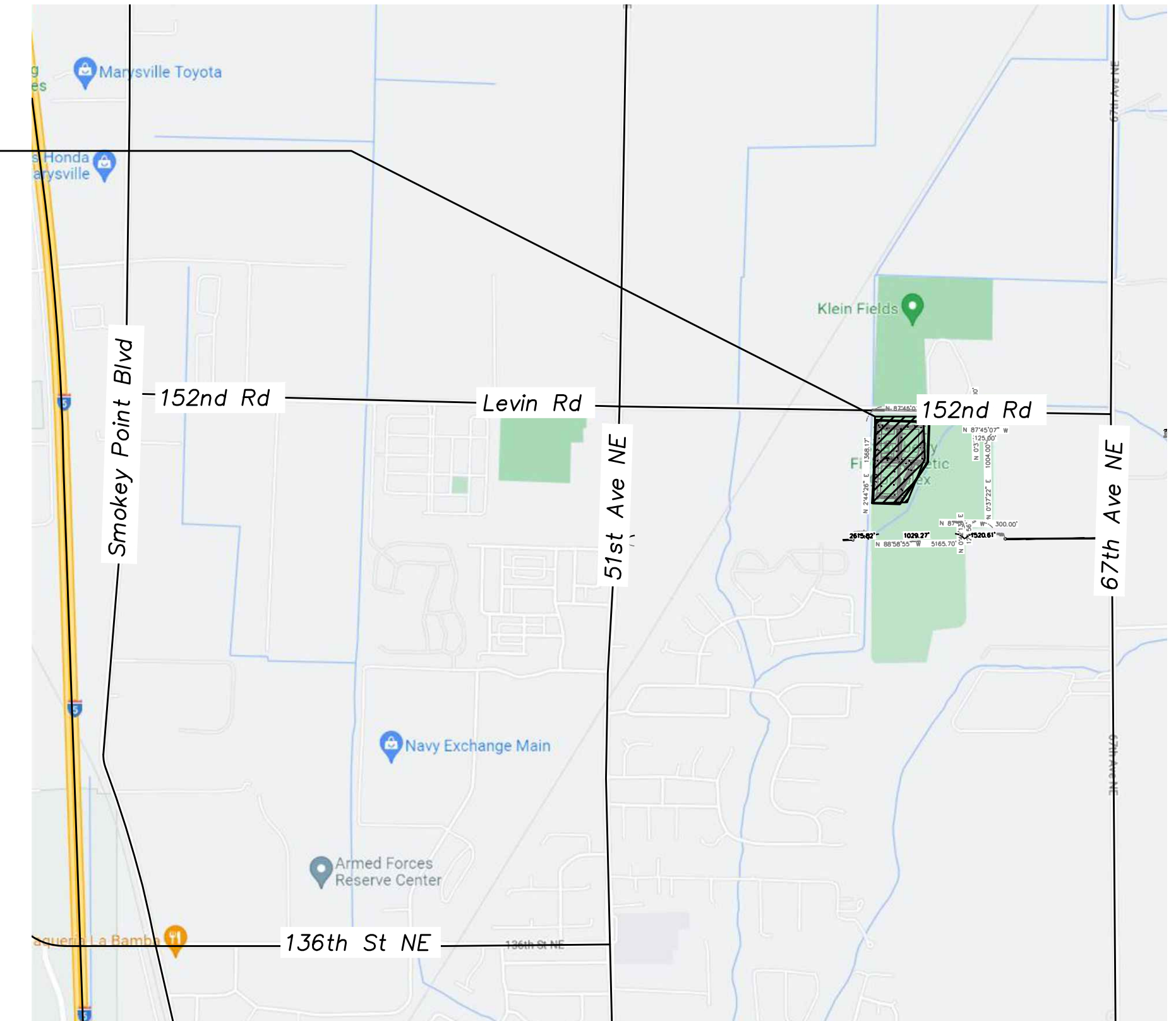
Legal Description

NE1/4 SEC34 T31N R5E

Zoning and Land Use

Recreation

PARCEL NUMBER:
31053400100500



Vicinity Map
NTS

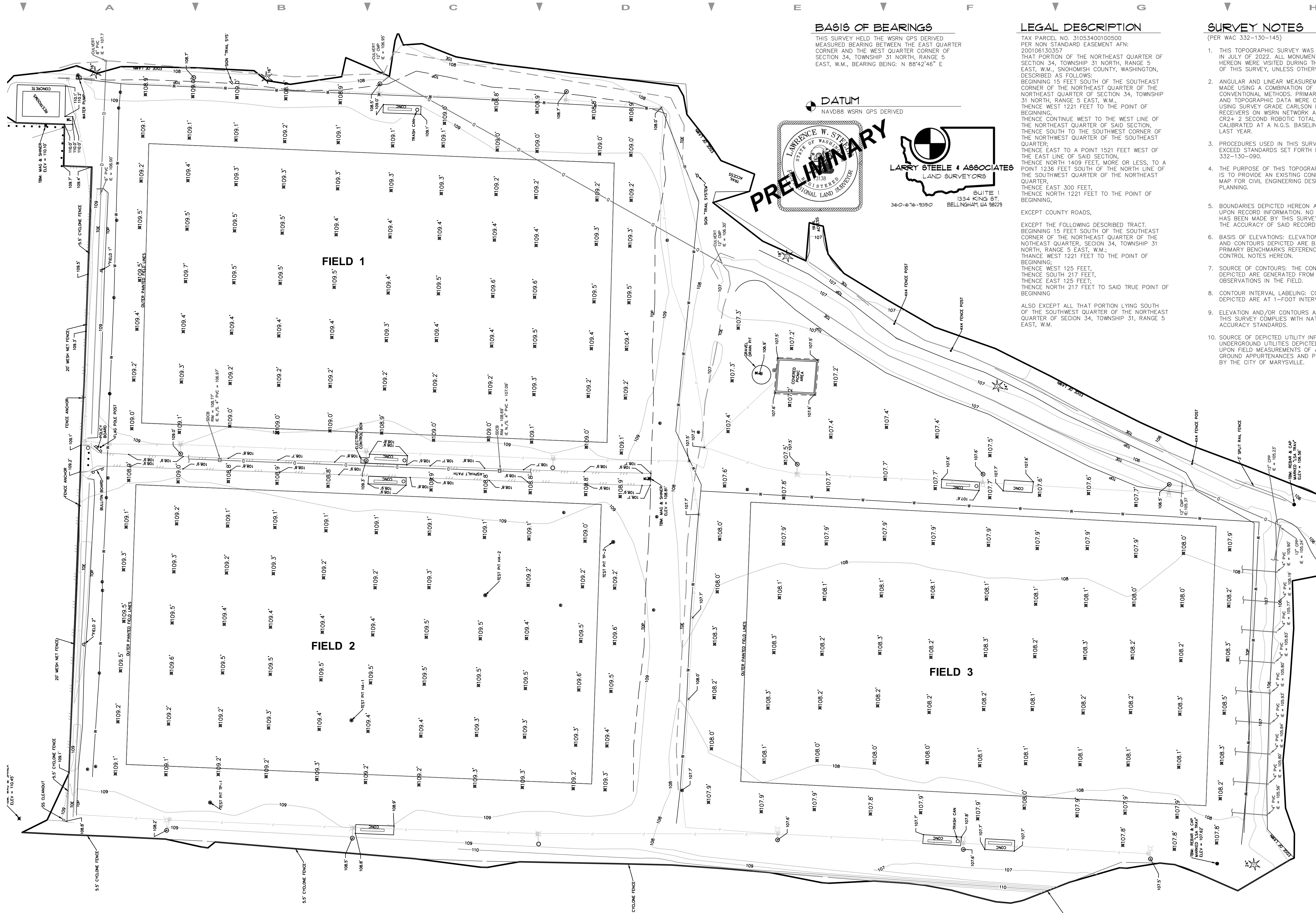
Abbreviations

ABN	ABANDON	MAT'L	MATERIAL
AC	ASPHALTIC CONCRETE	MAX	MAXIMUM
ADD	ADDITIVE	MIL	1/1000th INCH
ALT	ALTERNATE	MIN	MINIMUM
ALUM	ALUMINUM	MPOC	MID-POINT OF CURVE
APPROX	APPROXIMATELY	N	NORTH
A.T.	ALL-THREAD	NIC	NOT IN CONTRACT
⊙	AT	NO.	NUMBER
BC	BOTTOM OF CURB	NOM	NOMINAL
BLKG	BLOCKING	NTS	NOT TO SCALE
BM	BENCH MARK	OC	ON CENTER
BOC	BACK OF CURB	OD	OUTSIDE DIAMETER
BW	BOTTOM OF WALL	OR	OWNER'S REPRESENTATIVE
CB	CARRIAGE BOLT	PC	POINT OF CURVATURE
CB	CATCH BASIN	PCC	PORTLAND CEMENT CONCRETE
CF	CUBIC FOOT	P.E.	PROFESSIONAL ENGINEER
CIE	COLLECTOR INVERT ELEVATION	PERF	PERFORATED
CJ	CONTROL JOINT	PERIM	PERIMETER
CLR	CLEARING, CLEARANCE	PI	POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	PLT	PLATE
CO	CLEANOUT	PLYWD	PLYWOOD
CONT	CONTINUOUS	POLY	POLYETHYLENE
CONC	CONCRETE	PRO	PROPOSED
CORR	CORRUGATED	PSE	PUGET SOUND ENERGY
CP	CENTER POINT	PSI	POUNDS PER SQUARE INCH
CS	COUNTERSINK	PT	POINT OF TANGENCY
CSBC	CRUSHED SURFACING BASE COURSE	PT	PRESSURE TREATED
CSTC	CRUSHED SURFACING TOP COURSE	PVC	POLYVINYL CHLORIDE
CY	CUBIC YARD	PVC	POINT OF VERTICAL CURVATURE
DEMO	DEMOLISH	PVI	POINT OF VERTICAL INTERSECTION
DET	DETAIL	PWMT	PAVEMENT
DIA	DIAMETER	PVT	POINT OF VERTICAL TANGENCY
DTL	DETAIL	R	RADIUS
DWG	DRAWING	REQ'D	REQUIRED
E	EAST	RP	RADIUS POINT
EA	EACH	S	SLOPE (FT/FT)
EJ	EXPANSION JOINT	S	SOUTH
EL, ELEV	ELEVATION	SCH	SCHEDULE
ELEC	ELECTRICAL	SEC	SECTION
EOP	EDGE OF PAVEMENT	SF	SQUARE FEET
EQ	EQUAL	SHLDR	SHOULDER
EQ SP	EQUAL SPACING	SIM	SIMILAR
EX, EXIST	EXISTING	SJ	SCORE JOINT
FDN	FOUNDATION	SM	SILTY SAND
FFE	FINISH FLOOR ELEVATION	SP'D	SPACED
FIN GR	FINISH GRADE	SQ	SQUARE
FT	FOOT, FEET	SS	SANITARY SEWER
FTG	FOOTING	STD	STANDARD
GA	GAUGE	STA	STATION
GAL	GALLON	STL	STEEL
GALV	GALVANIZED	SY	SQUARE YARD
GPM	GALLONS PER MINUTE	TC	TOP OF CURB
GW	SANDY GRAVEL	THK	THICK
HL	HELICAL	T.O.S.	TOP OF SLAB
HMA	HOT MIX ASPHALT	TW	TOP OF WALL
HP	HIGH POINT	TYP	TYPICAL
HT	HEIGHT	UNO	UNLESS NOTED OTHERWISE
HZ	HORIZONTAL	VC	VERTICAL CURVE
ID	INSIDE DIAMETER	VERT	VERTICAL
I.E.	INVERT ELEVATION	W/	WITH
IN	INCH	W/IN	WITHIN
IRR	IRRIGATION	W/O	WITHOUT
JT	JOINT	WD	WIDTH
L	LEFT, LONG	WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
LB	LAG BOLT	WMM	WELDED WIRE MESH
LF	LINEAL FOOT/FEET		
LP	LOW POINT		
LS	LAG SCREW		
MB	MACHINE BOLT		



CAUTION!!! OVERHEAD AND UNDERGROUND UTILITIES
THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT 1-800-424-5555 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION.

G1.0



BASIS OF BEARINGS

THIS SURVEY HELD THE WSRN GPS DERIVED MEASURED BEARING BETWEEN THE EAST QUARTER CORNER AND THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., BEARING BEING: N 88°42'46" E

LEGAL DESCRIPTION

TAX PARCEL NO. 31053400100500
 PER NON STANDARD EASEMENT AFN: 200106130357
 THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 BEGINNING 15 FEET SOUTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., THENCE WEST 1221 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE SOUTH TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
 THENCE EAST TO A POINT 1521 FEET WEST OF THE EAST LINE OF SAID SECTION,
 THENCE WEST 1221 FEET TO THE POINT OF BEGINNING;
 THENCE SOUTH 1409 FEET, MORE OR LESS, TO A POINT 1236 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE EAST 300 FEET,
 THENCE NORTH 1221 FEET TO THE POINT OF BEGINNING,
 EXCEPT COUNTY ROADS,
 EXCEPT THE FOLLOWING DESCRIBED TRACT, BEGINNING 15 FEET SOUTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
 THENCE WEST 1221 FEET TO THE POINT OF BEGINNING;
 THENCE WEST 125 FEET,
 THENCE SOUTH 217 FEET,
 THENCE EAST 125 FEET;
 THENCE NORTH 217 FEET TO SAID TRUE POINT OF BEGINNING
 ALSO EXCEPT ALL THAT PORTION LYING SOUTH OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 31, RANGE 5 EAST, W.M.

SURVEY NOTES

1. THIS TOPOGRAPHIC SURVEY WAS PERFORMED IN JULY OF 2022. ALL MONUMENTS SHOWN HEREON WERE VISITED DURING THE COURSE OF THIS SURVEY, UNLESS OTHERWISE NOTED.
2. ANGULAR AND LINEAR MEASUREMENTS WERE MADE USING A COMBINATION OF GPS AND CONVENTIONAL METHODS. PRIMARY CONTROL AND TOPOGRAPHIC DATA WERE OBSERVED USING SURVEY GRADE CARLSON BRX6+ GPS RECEIVERS ON WSRN NETWORK AND GEOMAX CR2+ 2 SECOND ROBOTIC TOTAL STATION CALIBRATED AT A N.G.S. BASELINE WITHIN THE LAST YEAR.
3. PROCEDURES USED IN THIS SURVEY MEET OR EXCEED STANDARDS SET FORTH BY WAC 332-130-090.
4. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS TO PROVIDE AN EXISTING CONDITIONS BASE MAP FOR CIVIL ENGINEERING DESIGN OR PLANNING.
5. BOUNDARIES DEPICTED HEREON ARE BASED UPON RECORD INFORMATION. NO ATTEMPT HAS BEEN MADE BY THIS SURVEY TO VERIFY THE ACCURACY OF SAID RECORDS.
6. BASIS OF ELEVATIONS: ELEVATION VALUES AND CONTOURS DEPICTED ARE BASED UPON PRIMARY BENCHMARKS REFERENCED IN CONTROL NOTES HEREON.
7. SOURCE OF CONTOURS: THE CONTOURS DEPICTED ARE GENERATED FROM DIRECT OBSERVATIONS IN THE FIELD.
8. CONTOUR INTERVAL LABELING: CONTOURS DEPICTED ARE AT 1-FOOT INTERVALS.
9. ELEVATION AND/OR CONTOURS ACCURACY: THIS SURVEY COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS.
10. SOURCE OF DEPICTED UTILITY INFORMATION: UNDERGROUND UTILITIES DEPICTED ARE BASED UPON FIELD MEASUREMENTS OF ABOVE GROUND APPURTENANCES AND PAINT MARKS BY THE CITY OF MARYSVILLE.

DATUM
 NAVD88 WSRN GPS DERIVED

PRELIMINARY

LAWRENCE W. STEELE
 STATE OF WASHINGTON
 1938
 101 STEELES
 NATIONAL LAND SURVEYORS

LARRY STEELE & ASSOCIATES
 LAND SURVEYORS

SUITE 1
 1334 KING ST.
 BELLINGHAM, WA 98229
 360-676-9350

**Strawberry Field
 Turf Conversion**

City of Marysville
 Washington



RWD
 Landscape Architects
 4405 7th Ave. SE, Suite 203
 Lacey, WA 98503
 360.456.3813
 bob@rwdroll.com

PROJECT NO. 22015
 DRAWING _____
 DESIGNED BY BD
 DRAWN BY JH
 CHECKED BY BD

REVISION

DATE	CHANGE

DATE: 12/23/2022

**EXISTING
 CONDITIONS**

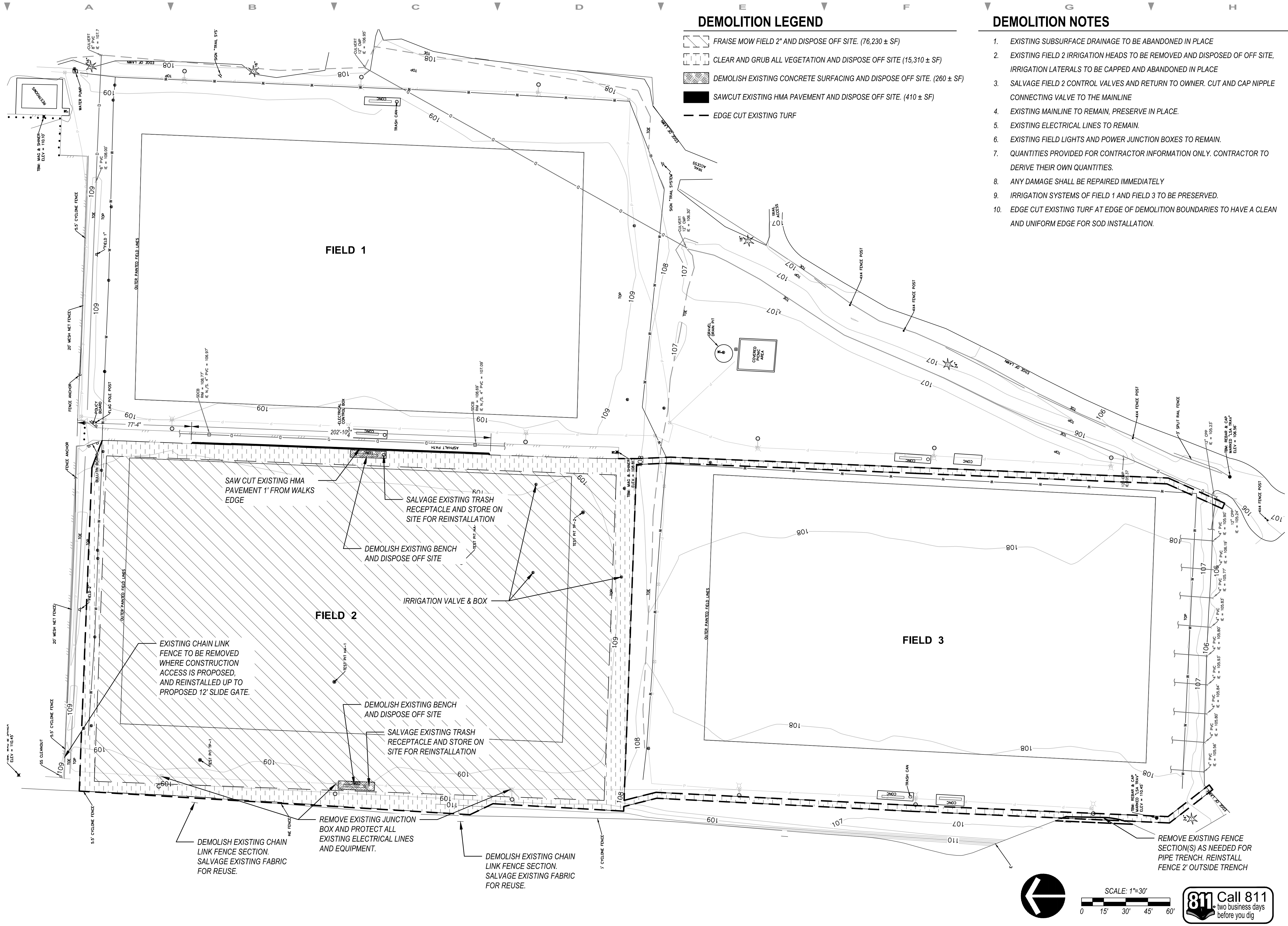
Sheet G2.0

SCALE: 1"=30'

0 15' 30' 45' 60'

811 Call 811
 two business days
 before you dig

PERMIT SET - NOT FOR CONSTRUCTION



DEMOLITION LEGEND

- FRAISE MOW FIELD 2" AND DISPOSE OFF SITE. (76,230 ± SF)
- CLEAR AND GRUB ALL VEGETATION AND DISPOSE OFF SITE (15,310 ± SF)
- DEMOLISH EXISTING CONCRETE SURFACING AND DISPOSE OFF SITE. (260 ± SF)
- SAWCUT EXISTING HMA PAVEMENT AND DISPOSE OFF SITE. (410 ± SF)
- EDGE CUT EXISTING TURF

DEMOLITION NOTES

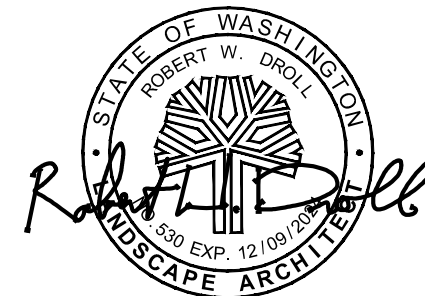
1. EXISTING SUBSURFACE DRAINAGE TO BE ABANDONED IN PLACE
2. EXISTING FIELD 2 IRRIGATION HEADS TO BE REMOVED AND DISPOSED OF OFF SITE, IRRIGATION LATERALS TO BE CAPPED AND ABANDONED IN PLACE
3. SALVAGE FIELD 2 CONTROL VALVES AND RETURN TO OWNER. CUT AND CAP NIPPLE CONNECTING VALVE TO THE MAINLINE
4. EXISTING MAINLINE TO REMAIN, PRESERVE IN PLACE.
5. EXISTING ELECTRICAL LINES TO REMAIN.
6. EXISTING FIELD LIGHTS AND POWER JUNCTION BOXES TO REMAIN.
7. QUANTITIES PROVIDED FOR CONTRACTOR INFORMATION ONLY. CONTRACTOR TO DERIVE THEIR OWN QUANTITIES.
8. ANY DAMAGE SHALL BE REPAIRED IMMEDIATELY
9. IRRIGATION SYSTEMS OF FIELD 1 AND FIELD 3 TO BE PRESERVED.
10. EDGE CUT EXISTING TURF AT EDGE OF DEMOLITION BOUNDARIES TO HAVE A CLEAN AND UNIFORM EDGE FOR SOD INSTALLATION.

Strawberry Field Turf Conversion

City of Marysville
Washington



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4405 7th Ave. SE, Suite 203
Lacey, WA 98503
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bob@rwdroll.com



PROJECT NO. 22015
DRAWING _____
DESIGNED BY BD
DRAWN BY JH
CHECKED BY BD

REVISION	DATE	CHANGE

DATE: 12/23/2022

DEMOLITION PLAN FIELD 2

Sheet D1.0

PERMIT SET - NOT FOR CONSTRUCTION

O:\2022\22015 Strawberry Fields Conversion Marysville\Drawings\Sheets\FIELD 2- DEMOLITION PLAN.dwg Dec-23--22 10:02am

SCALE: 1"=30'

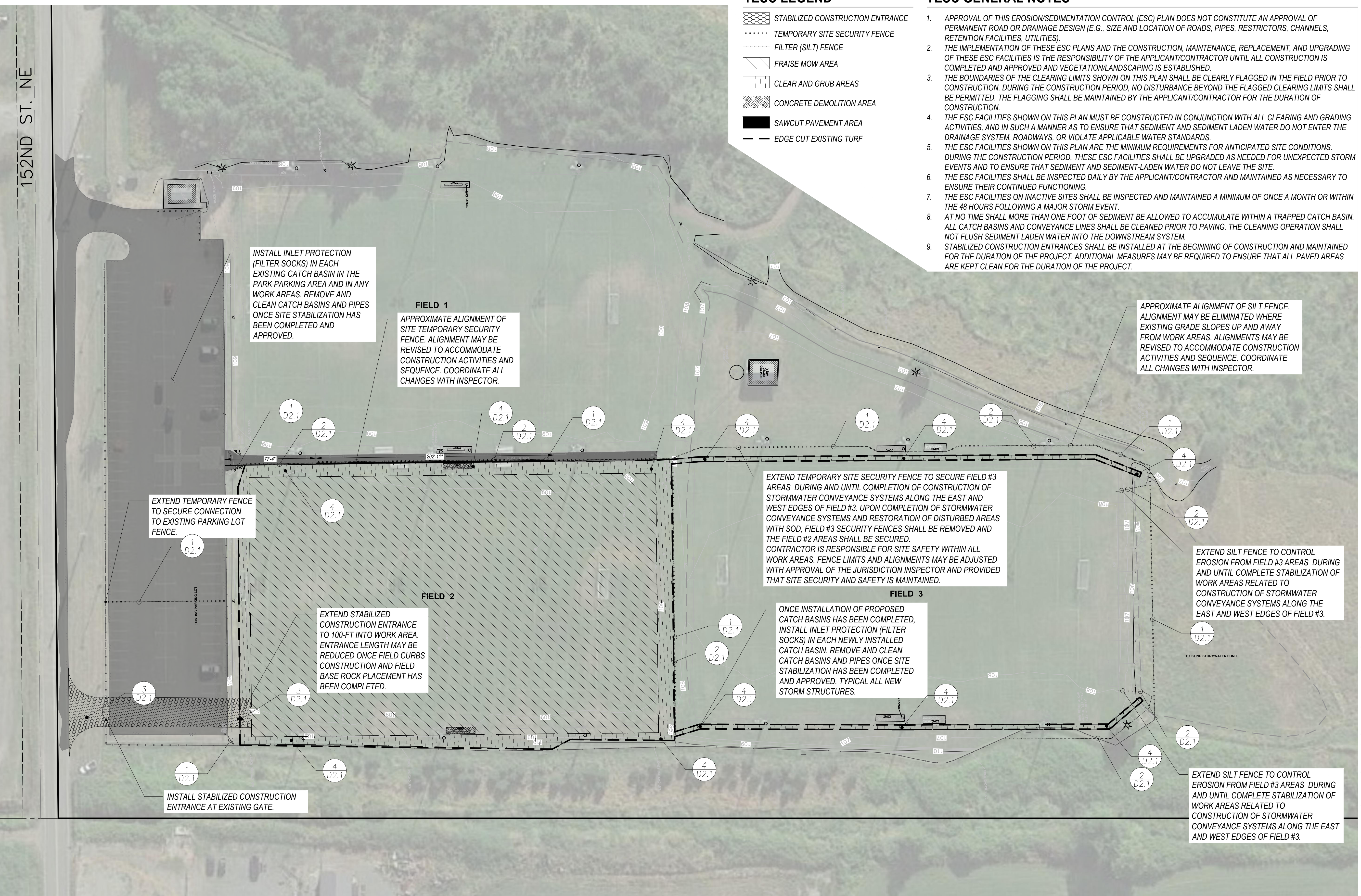
811 Call 811
two business days before you dig

TESC LEGEND

- STABILIZED CONSTRUCTION ENTRANCE
- TEMPORARY SITE SECURITY FENCE
- FILTER (SILT) FENCE
- FRAISE MOW AREA
- CLEAR AND GRUB AREAS
- CONCRETE DEMOLITION AREA
- SAWCUT PAVEMENT AREA
- EDGE CUT EXISTING TURF

TESC GENERAL NOTES

1. APPROVAL OF THIS EROSION/SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G., SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES).
2. THE IMPLEMENTATION OF THESE ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE APPLICANT/CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.
3. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE APPLICANT/CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
4. THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.
5. THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
6. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
7. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 48 HOURS FOLLOWING A MAJOR STORM EVENT.
8. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.
9. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.



INSTALL INLET PROTECTION (FILTER SOCKS) IN EACH EXISTING CATCH BASIN IN THE PARK PARKING AREA AND IN ANY WORK AREAS. REMOVE AND CLEAN CATCH BASINS AND PIPES ONCE SITE STABILIZATION HAS BEEN COMPLETED AND APPROVED.

FIELD 1
APPROXIMATE ALIGNMENT OF SITE TEMPORARY SECURITY FENCE. ALIGNMENT MAY BE REVISED TO ACCOMMODATE CONSTRUCTION ACTIVITIES AND SEQUENCE. COORDINATE ALL CHANGES WITH INSPECTOR.

APPROXIMATE ALIGNMENT OF SILT FENCE. ALIGNMENT MAY BE ELIMINATED WHERE EXISTING GRADE SLOPES UP AND AWAY FROM WORK AREAS. ALIGNMENTS MAY BE REVISED TO ACCOMMODATE CONSTRUCTION ACTIVITIES AND SEQUENCE. COORDINATE ALL CHANGES WITH INSPECTOR.

EXTEND TEMPORARY FENCE TO SECURE CONNECTION TO EXISTING PARKING LOT FENCE.

EXTEND TEMPORARY SITE SECURITY FENCE TO SECURE FIELD #3 AREAS DURING AND UNTIL COMPLETION OF CONSTRUCTION OF STORMWATER CONVEYANCE SYSTEMS ALONG THE EAST AND WEST EDGES OF FIELD #3. UPON COMPLETION OF STORMWATER CONVEYANCE SYSTEMS AND RESTORATION OF DISTURBED AREAS WITH SOD, FIELD #3 SECURITY FENCES SHALL BE REMOVED AND THE FIELD #2 AREAS SHALL BE SECURED. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY WITHIN ALL WORK AREAS. FENCE LIMITS AND ALIGNMENTS MAY BE ADJUSTED WITH APPROVAL OF THE JURISDICTION INSPECTOR AND PROVIDED THAT SITE SECURITY AND SAFETY IS MAINTAINED.

EXTEND SILT FENCE TO CONTROL EROSION FROM FIELD #3 AREAS DURING AND UNTIL COMPLETE STABILIZATION OF WORK AREAS RELATED TO CONSTRUCTION OF STORMWATER CONVEYANCE SYSTEMS ALONG THE EAST AND WEST EDGES OF FIELD #3.

EXTEND STABILIZED CONSTRUCTION ENTRANCE TO 100-FT INTO WORK AREA. ENTRANCE LENGTH MAY BE REDUCED ONCE FIELD CURBS CONSTRUCTION AND FIELD BASE ROCK PLACEMENT HAS BEEN COMPLETED.

ONCE INSTALLATION OF PROPOSED CATCH BASINS HAS BEEN COMPLETED, INSTALL INLET PROTECTION (FILTER SOCKS) IN EACH NEWLY INSTALLED CATCH BASIN. REMOVE AND CLEAN CATCH BASINS AND PIPES ONCE SITE STABILIZATION HAS BEEN COMPLETED AND APPROVED. TYPICAL ALL NEW STORM STRUCTURES.

EXTEND SILT FENCE TO CONTROL EROSION FROM FIELD #3 AREAS DURING AND UNTIL COMPLETE STABILIZATION OF WORK AREAS RELATED TO CONSTRUCTION OF STORMWATER CONVEYANCE SYSTEMS ALONG THE EAST AND WEST EDGES OF FIELD #3.

INSTALL STABILIZED CONSTRUCTION ENTRANCE AT EXISTING GATE.

Strawberry Field Turf Conversion

City of Marysville
Washington

CEKO
Civil Engineering
2255 Squak Mountain Loop SW
Issaquah, WA 98027
425.864.8246
cpkova@cekonw.com



PROJECT NO. 22007.01
DRAWING _____
DESIGNED BY CK
DRAWN BY CK
CHECKED BY CK

REVISION	
DATE	CHANGE

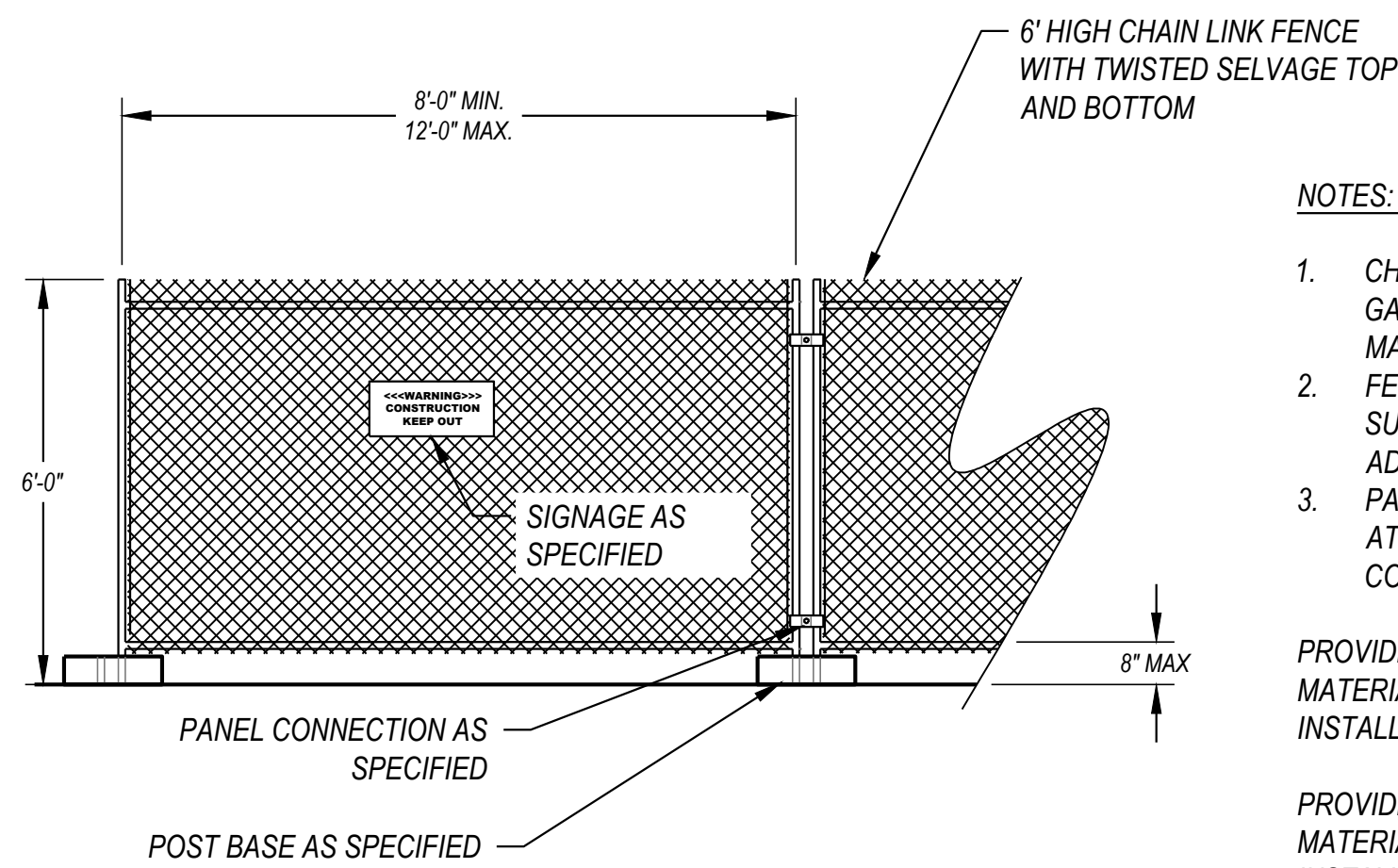
DATE: December 23, 2022

TESC PLAN FIELD 2

Sheet D2.0

PERMIT SET - NOT FOR CONSTRUCTION

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Dec-21-22 9:44am



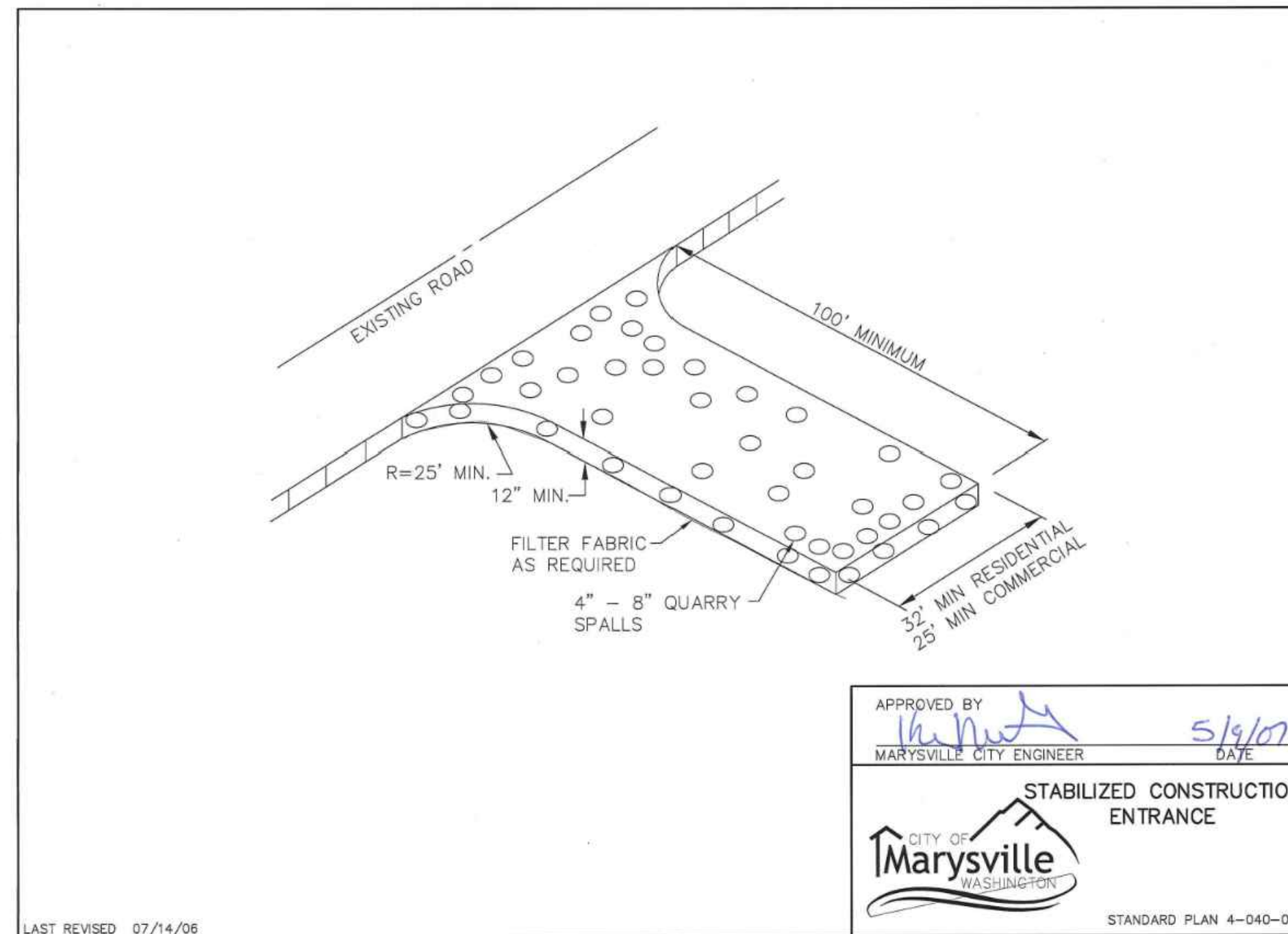
NOTES: INSTALLATION - NON-SLOPED AREAS:

1. CHAIN LINK FABRIC TO BE MIN. 11 GAUGE, GALVANIZED, NO RUSTED OR EXCESSIVELY MALFORMED FABRIC.
2. FENCE BASES SHALL BE CONCRETE AND OF SUFFICIENT WEIGHT AND/OR SPREAD TO ADEQUATELY SUPPORT EACH PANEL.
3. PANEL-TO-PANEL CONNECTIONS SHALL BE MADE AT A MINIMUM OF TWO LOCATIONS PER CONNECTION UNLESS OTHERWISE APPROVE

PROVIDE OWNER WITH SHOP DRAWINGS DESCRIBING MATERIALS & METHODS FOR SECURE, PLUMB INSTALLATIONS ON SLOPED AREAS.

PROVIDE OWNER WITH SHOP DRAWINGS DESCRIBING MATERIALS & METHODS FOR GATES/ACCESS POINTS INSTALLATIONS.

1 Temporary Security Fencing
SCALE: 1" = 1'-0"



APPROVED BY *[Signature]* 5/14/07 DATE
MARYSVILLE CITY ENGINEER

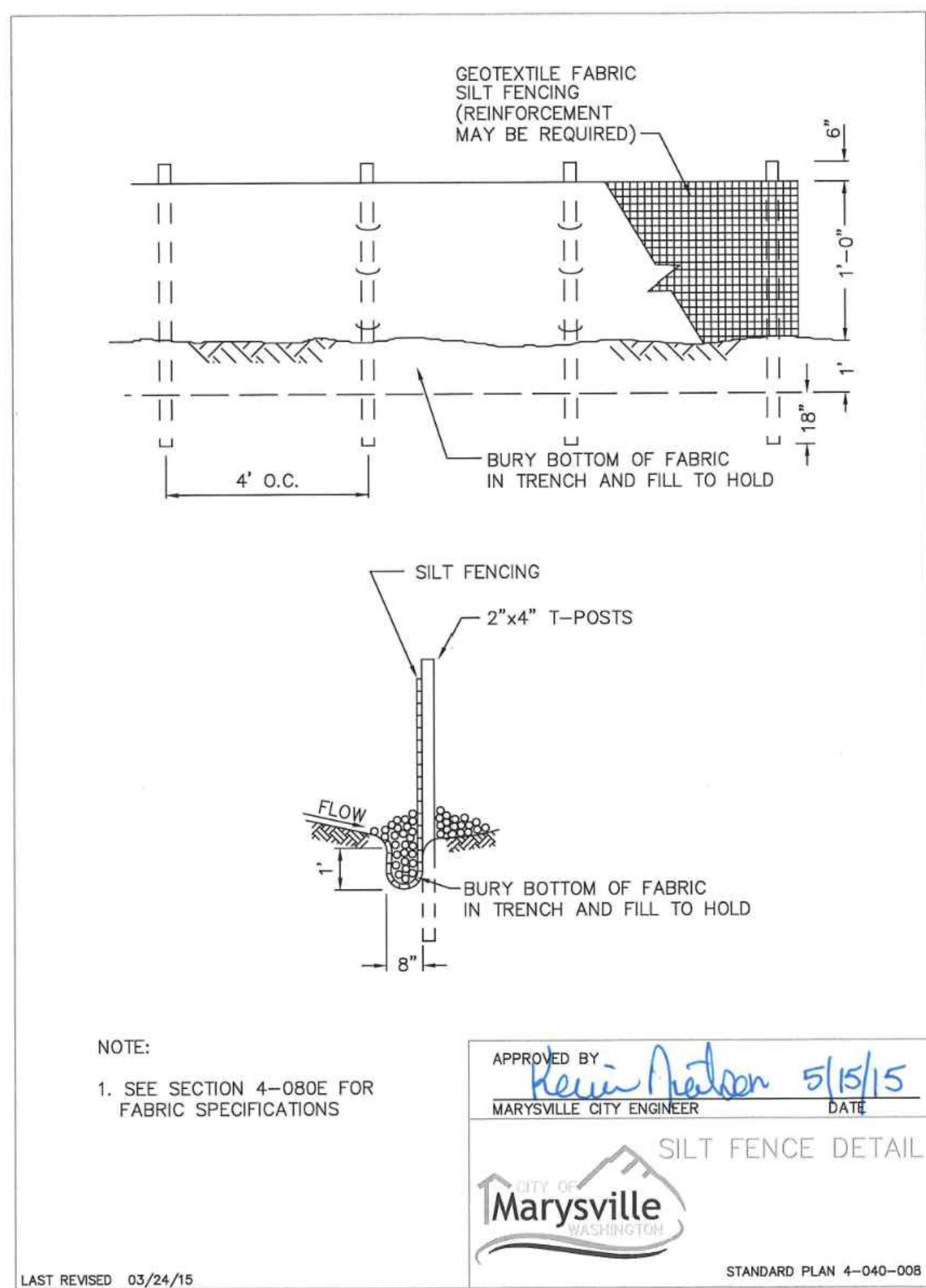
STABILIZED CONSTRUCTION ENTRANCE

CITY OF Marysville WASHINGTON

STANDARD PLAN 4-040-014

LAST REVISED 07/14/06

3 Stabilized Construction Entrance
SCALE: 1" = 1'-0"



NOTE:
1. SEE SECTION 4-080E FOR FABRIC SPECIFICATIONS

APPROVED BY *[Signature]* 5/15/15 DATE
MARYSVILLE CITY ENGINEER

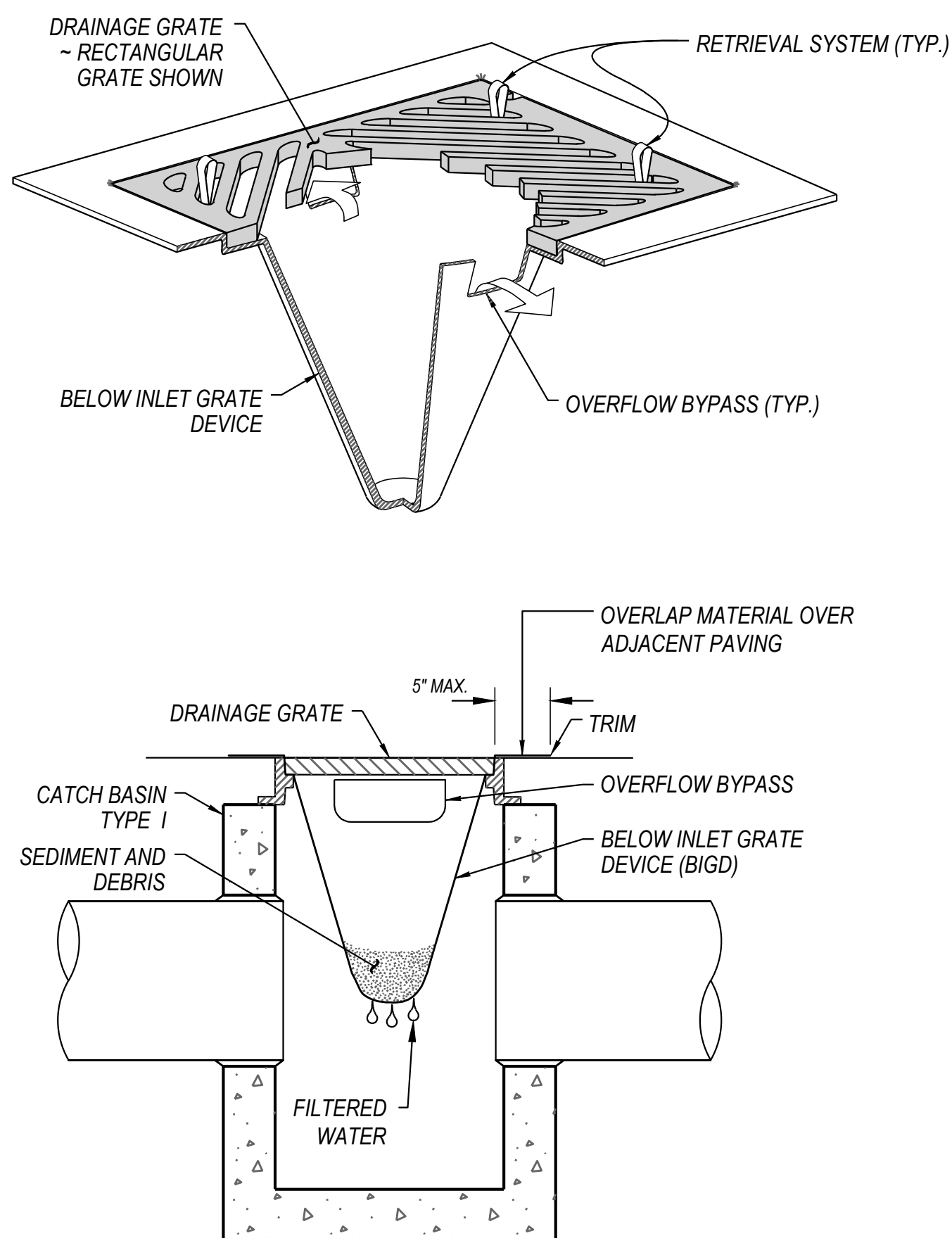
SILT FENCE DETAIL

CITY OF Marysville WASHINGTON

STANDARD PLAN 4-040-008

LAST REVISED 03/24/15

2 Silt Fence
SCALE: NOT TO SCALE



INLET PROTECTION NOTE:

CONTRACTOR SHALL CLEAN-OUT ALL SEDIMENT AND DEBRIS UPON FINAL COMPLETION AND LEAVE THE INLET PROTECTION DEVICE IN PLACE.

INSTALLATION NOTES:

1. SIZE THE BELOW INLET GRATE DEVICE (BIGD) FOR THE STORM WATER STRUCTURE IT WILL SERVICE.
2. THE BIGD SHALL HAVE A BUILT-IN HIGH-FLOW RELIEF SYSTEM (OVERFLOW BYPASS).
3. THE RETRIEVAL SYSTEM MUST ALLOW REMOVAL OF THE BIGD WITHOUT SPILLING THE COLLECTED MATERIAL.
4. CATCH BASIN INLET PROTECTION IS TO BE INSTALLED IN ALL EXISTING AND PROPOSED CATCH BASINS IN ALL AREAS THAT MIGHT BE AFFECTED BY THE WORK.
5. PERFORM MAINTENANCE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 8-01.3(15).

4 Catch Basin Inlet Protection
SCALE: 1" = 1'-0"

Strawberry Field Turf Conversion

City of Marysville Washington

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2255 Squak Mountain Loop SW
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425.864.8246
cpkovac@cekonw.com



PROJECT NO. 22007.01

DRAWING

DESIGNED BY CK

DRAWN BY CK

CHECKED BY CK

REVISION

DATE CHANGE

DATE: December 23, 2022

TESC DETAILS

Sheet D2.1



PERMIT SET - NOT FOR CONSTRUCTION

A B C D E F G H

SITE PLAN LEGEND

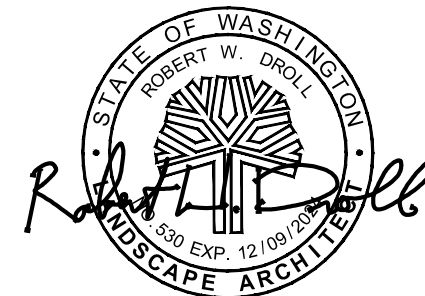
- SYNTHETIC TURF ± 76,230 SF
- CONCRETE TYPE A ± 2,410 SF
- HMA CLASS 1/2 INCH ± 250 SF
- 8" CONCRETE PERIMETER CURB ± 740 LF
- 1' CONCRETE CURB ± 400 LF

Strawberry Field Turf Conversion

City of Marysville
Washington



RWD
Landscape Architects
4405 7th Ave. SE, Suite 203
Lacey, WA 98503
360.456.3813
bob@rwdroll.com



PROJECT NO. 22015
DRAWING _____
DESIGNED BY BD
DRAWN BY JH
CHECKED BY BD

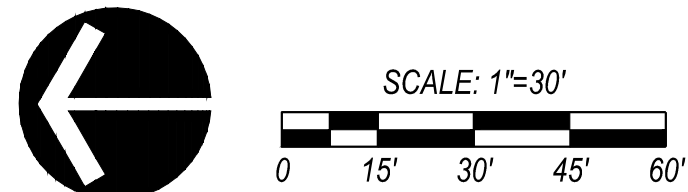
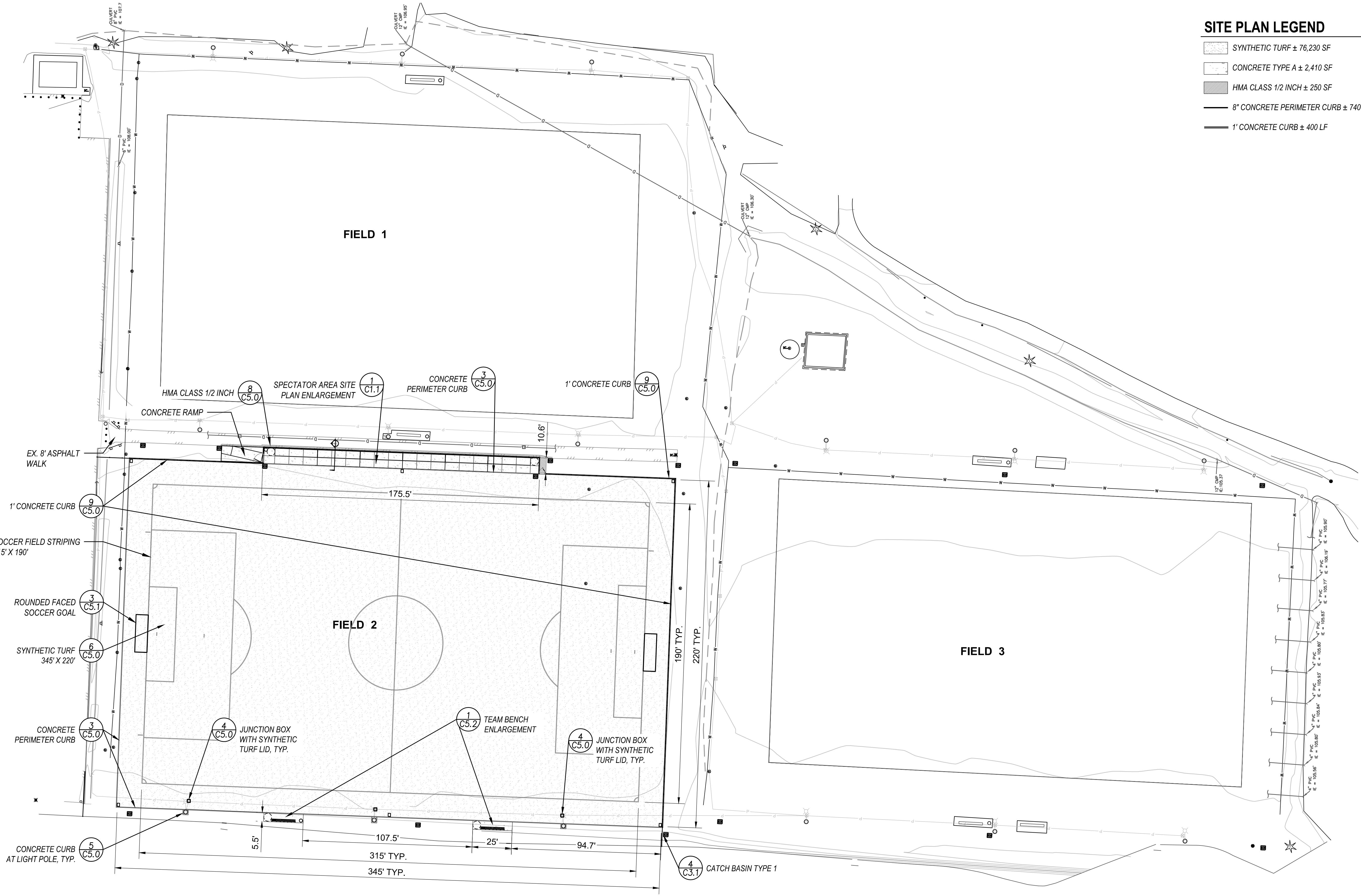
REVISION

DATE	CHANGE

DATE: 12/23/2022

SITE PLAN FIELD 2

Sheet C1.0






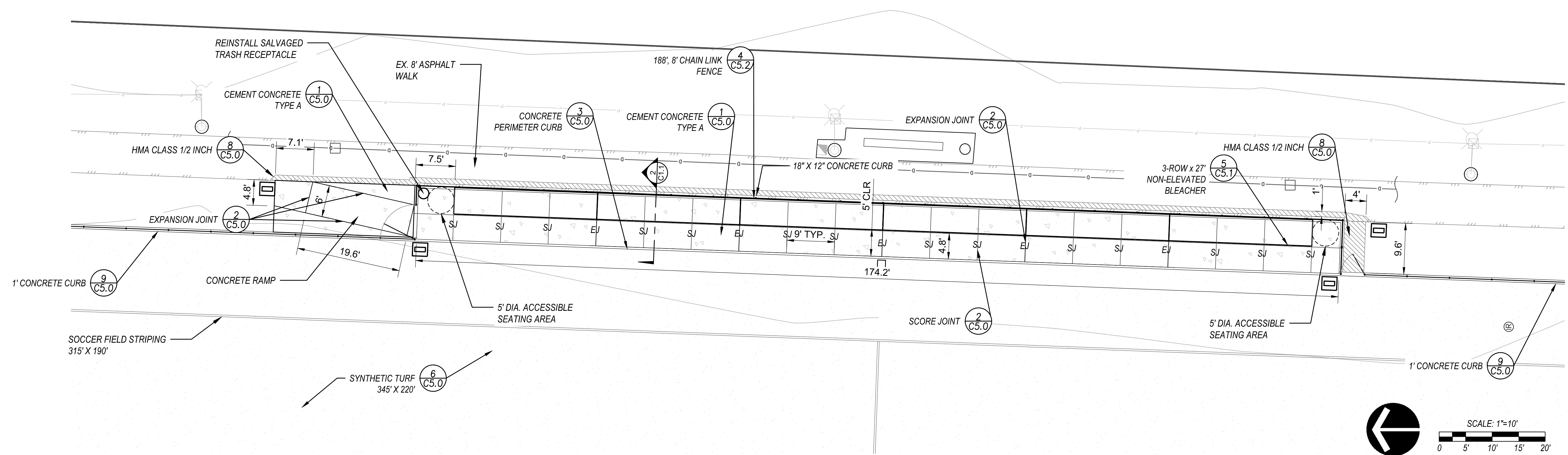
PERMIT SET - NOT FOR CONSTRUCTION

O:\2022\22015 Strawberry Fields Conversion Marysville Drawings\Sheets\FIELD 2- SITE PLAN.dwg Dec-23-22 10:05am

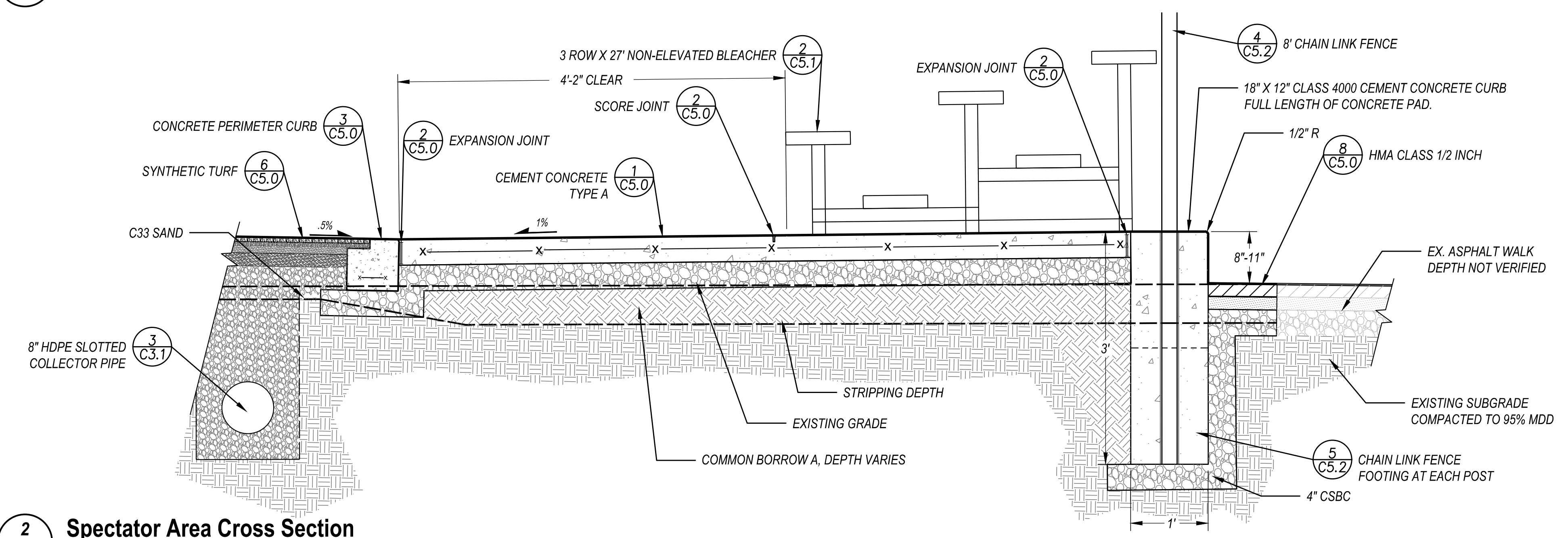
A B C D E F G H

SITE PLAN LEGEND

-  SYNTHETIC TURF
-  CONCRETE TYPE A
-  HMA CLASS 1/2 INCH



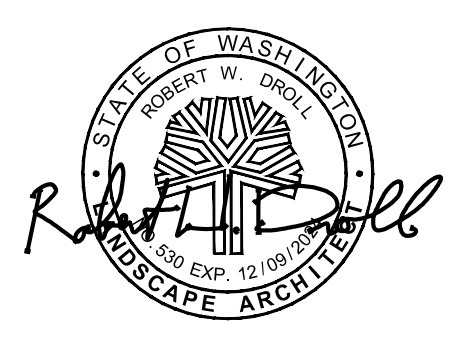
1 Spectator Area Site Plan Enlargement
C1.1 SCALE: 1" = 8'-0"



2 Spectator Area Cross Section
C1.1 HORIZONTAL SCALE: 1" = 1'-0"

Strawberry Field Turf Conversion

City of Marysville
Washington



PROJECT NO. 22015
 DRAWING _____
 DESIGNED BY BD
 DRAWN BY JH
 CHECKED BY BD

REVISION	DATE	CHANGE

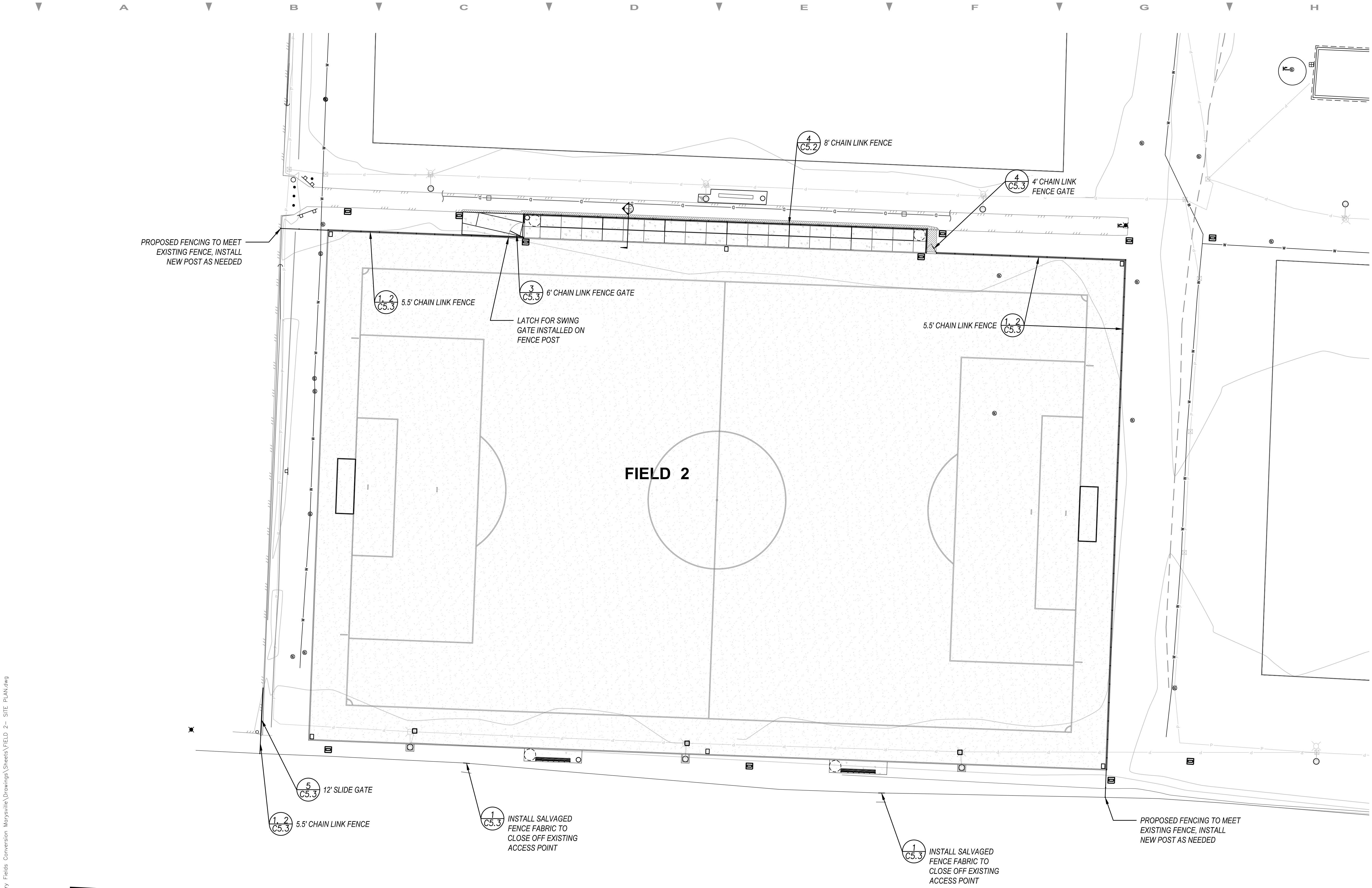
DATE: 12/23/2022

SPECTATOR AREA SITE PLAN ENLARGEMENT

Sheet C1.1

PERMIT SET - NOT FOR CONSTRUCTION

O:\2022\22015 Strawberry Fields Conversion Marysville Drawings\Sheets\FIELD 2- SITE PLAN.dwg Dec-23-22 10:09am



PROPOSED FENCING TO MEET EXISTING FENCE, INSTALL NEW POST AS NEEDED

1-2
C5.3 5.5' CHAIN LINK FENCE

3
C5.3 6' CHAIN LINK FENCE GATE

LATCH FOR SWING GATE INSTALLED ON FENCE POST

4
C5.2 8' CHAIN LINK FENCE

4
C5.3 4' CHAIN LINK FENCE GATE

5.5' CHAIN LINK FENCE 1-2
C5.3

FIELD 2

5
C5.3 12' SLIDE GATE

1-2
C5.3 5.5' CHAIN LINK FENCE

1
C5.3 INSTALL SALVAGED FENCE FABRIC TO CLOSE OFF EXISTING ACCESS POINT

1
C5.3 INSTALL SALVAGED FENCE FABRIC TO CLOSE OFF EXISTING ACCESS POINT

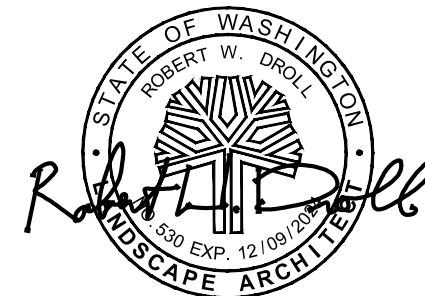
PROPOSED FENCING TO MEET EXISTING FENCE, INSTALL NEW POST AS NEEDED

Strawberry Field Turf Conversion

City of Marysville Washington



RWD
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4405 7th Ave. SE, Suite 203
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360.456.3813
bob@rwdroll.com



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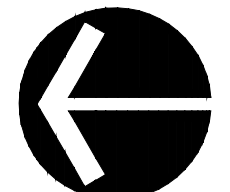
REVISION	DATE	CHANGE

DATE: 12/23/2022

FENCING PLAN FIELD 2

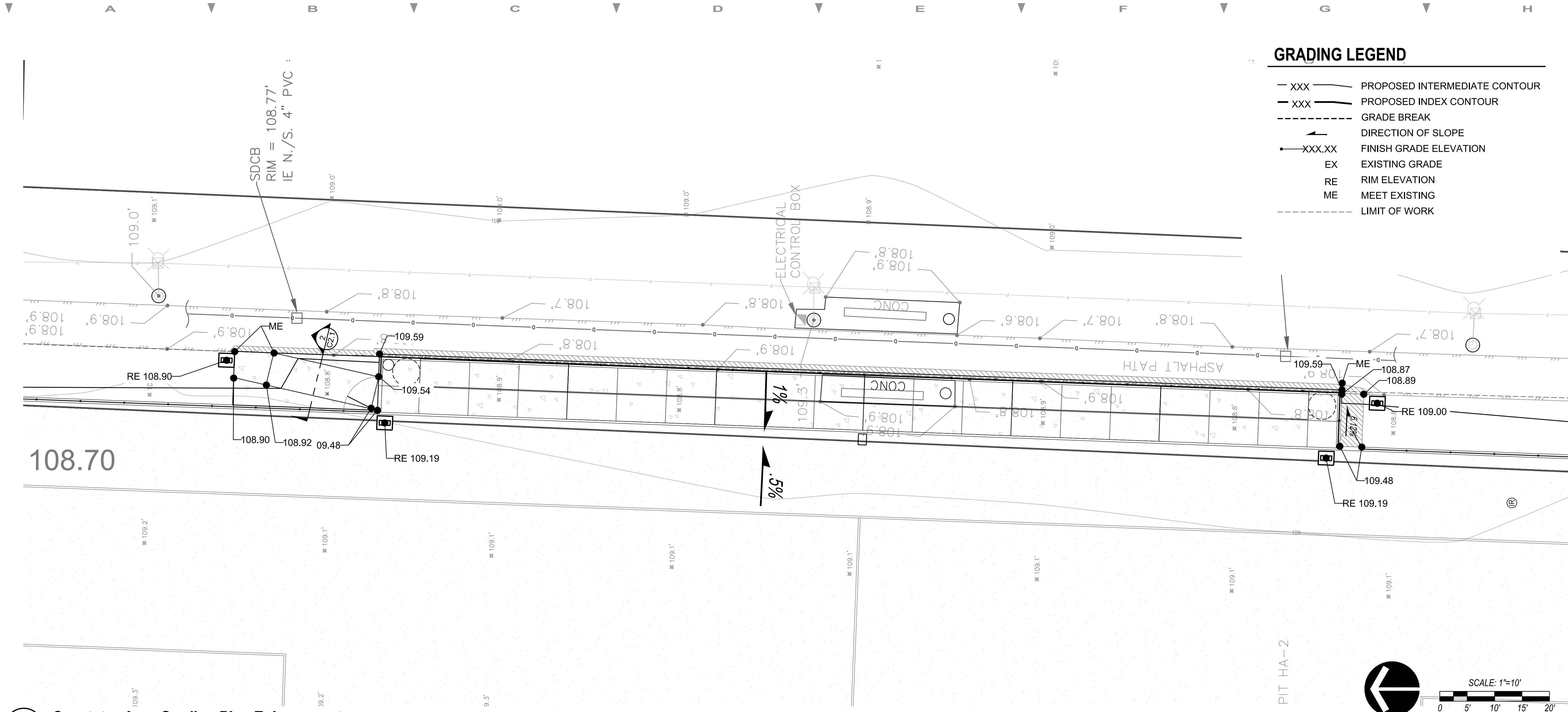
Sheet C1.2

PERMIT SET - NOT FOR CONSTRUCTION



SCALE: 1"=20'
0' 10' 20' 30' 40'

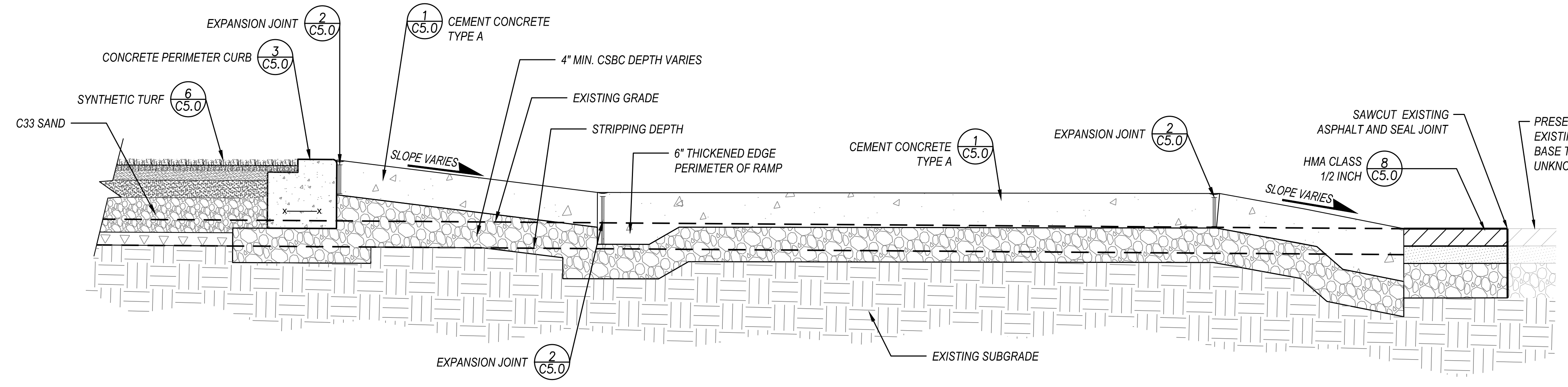
O:\2022\22015 Strawberry Fields Conversion Marysville Drawings\Sheets\FIELD 2- SITE PLAN.dwg Dec-23-22 10:13am



GRADING LEGEND

- XXX--- PROPOSED INTERMEDIATE CONTOUR
- XXX--- PROPOSED INDEX CONTOUR
- - - - - GRADE BREAK
- ← DIRECTION OF SLOPE
- XXX.XX FINISH GRADE ELEVATION
- EX EXISTING GRADE
- RE RIM ELEVATION
- ME MEET EXISTING
- - - - - LIMIT OF WORK

1 Spectator Area Grading Plan Enlargement
SCALE: 1" = 8'-0"



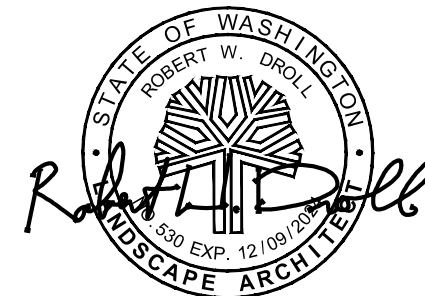
2 Concrete Ramp Cross Section
HORIZONTAL SCALE: 1" = 1'-0"

**Strawberry Field
Turf Conversion**

City of Marysville
Washington



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DATE: 12/23/2022

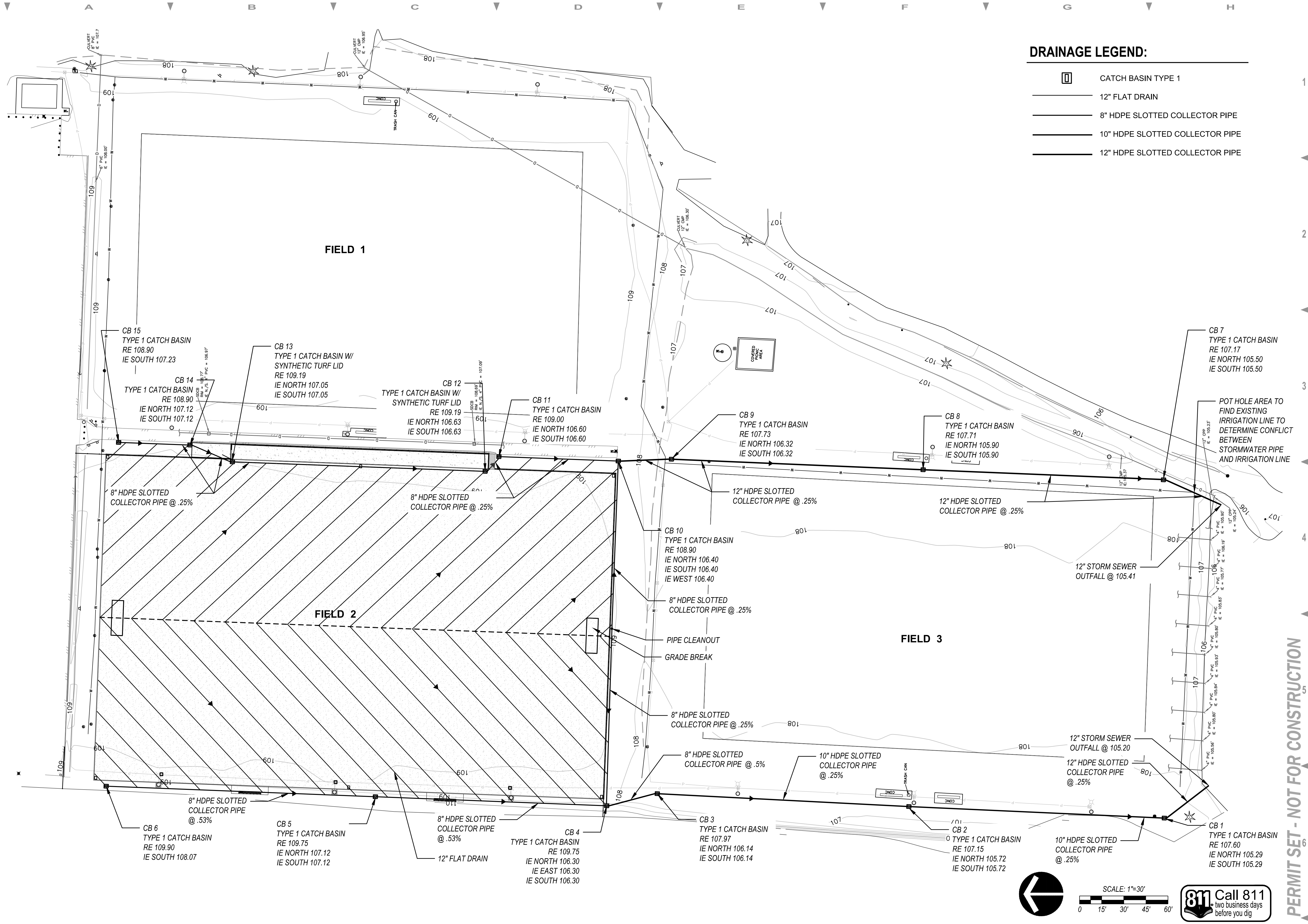
**SPECTATOR
AREA GRADING
PLAN
ENLARGEMENT**

Sheet C2.1



PERMIT SET - NOT FOR CONSTRUCTION

O:\2022\22015 Strawberry Fields Conversion Marysville Drawings\Sheet - FIELD 2- GRADING PLAN.dwg Dec-23--22 10:16am



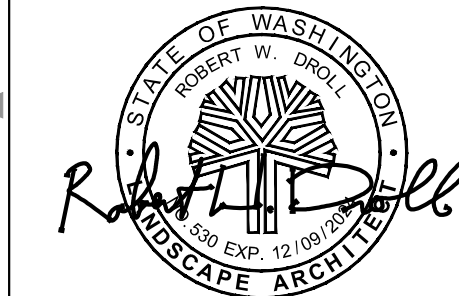
DRAINAGE LEGEND:

	CATCH BASIN TYPE 1
	12" FLAT DRAIN
	8" HDPE SLOTTED COLLECTOR PIPE
	10" HDPE SLOTTED COLLECTOR PIPE
	12" HDPE SLOTTED COLLECTOR PIPE

**Strawberry Field
Turf Conversion**

City of Marysville
Washington

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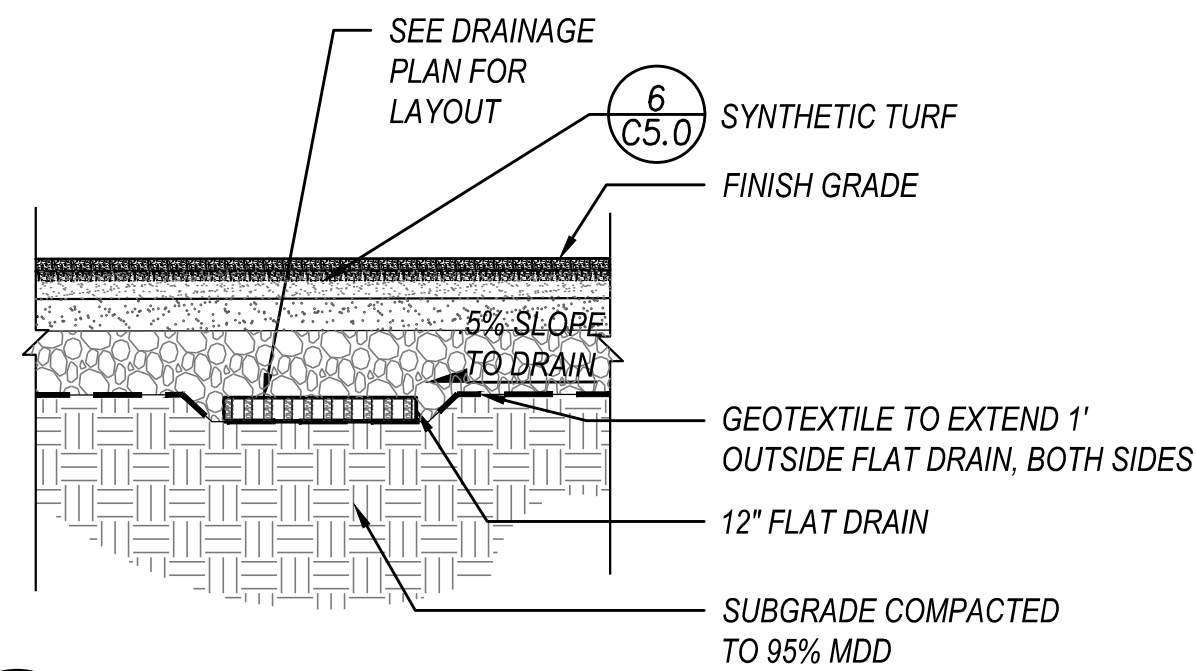
DATE: 12/23/2022

**DRAINAGE PLAN
FIELD 2**

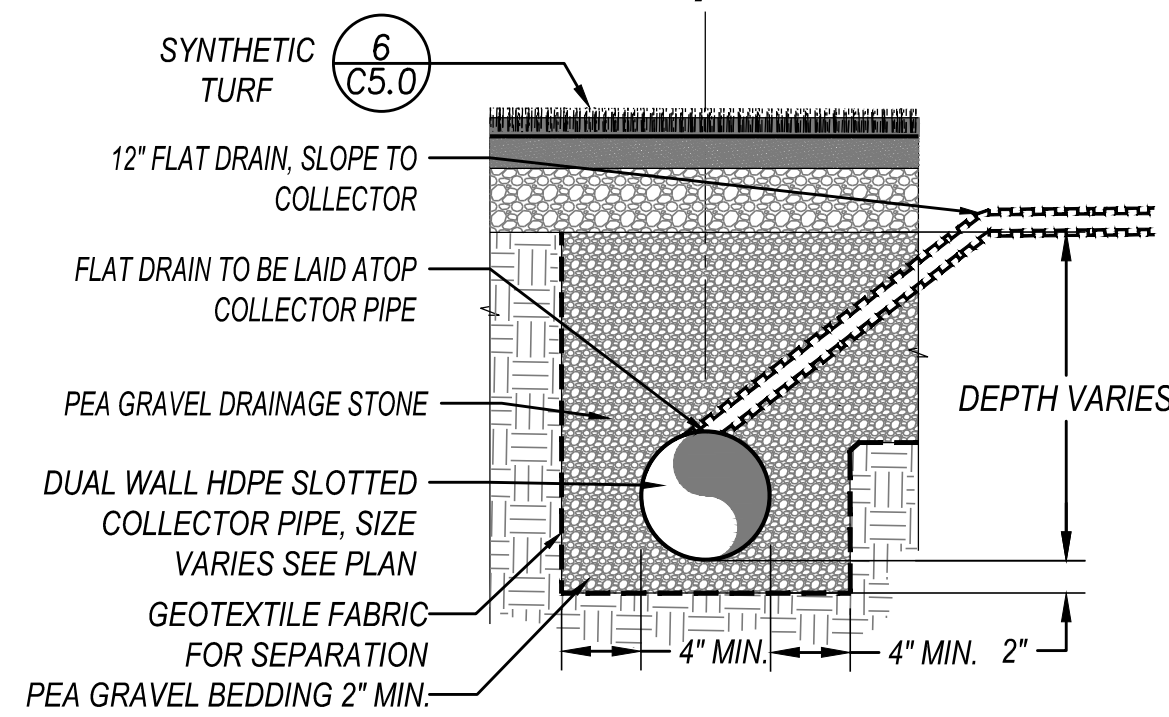
Sheet C3.0

PERMIT SET - NOT FOR CONSTRUCTION

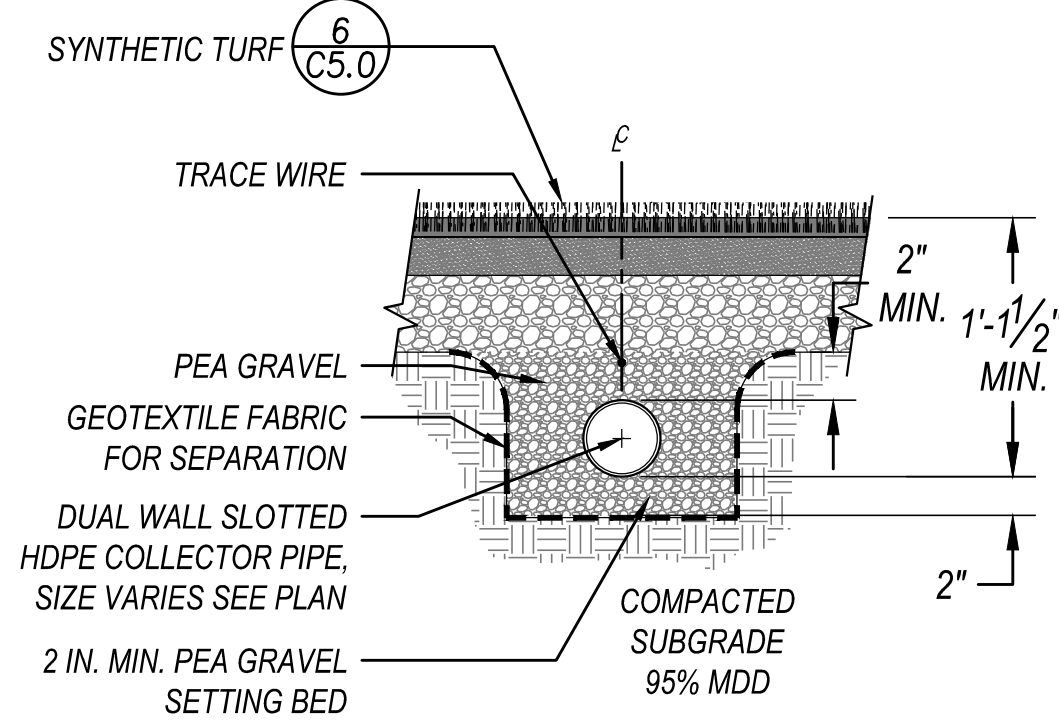
O:\2022\22015 Strawberry Fields Conversion Marysville Drawings\Sheets\FIELD 2- DRAINAGE PLAN.dwg
Dec-23-22 10:18am



1 12" Flat Drain
C3.1 SCALE: 1" = 1'-0"

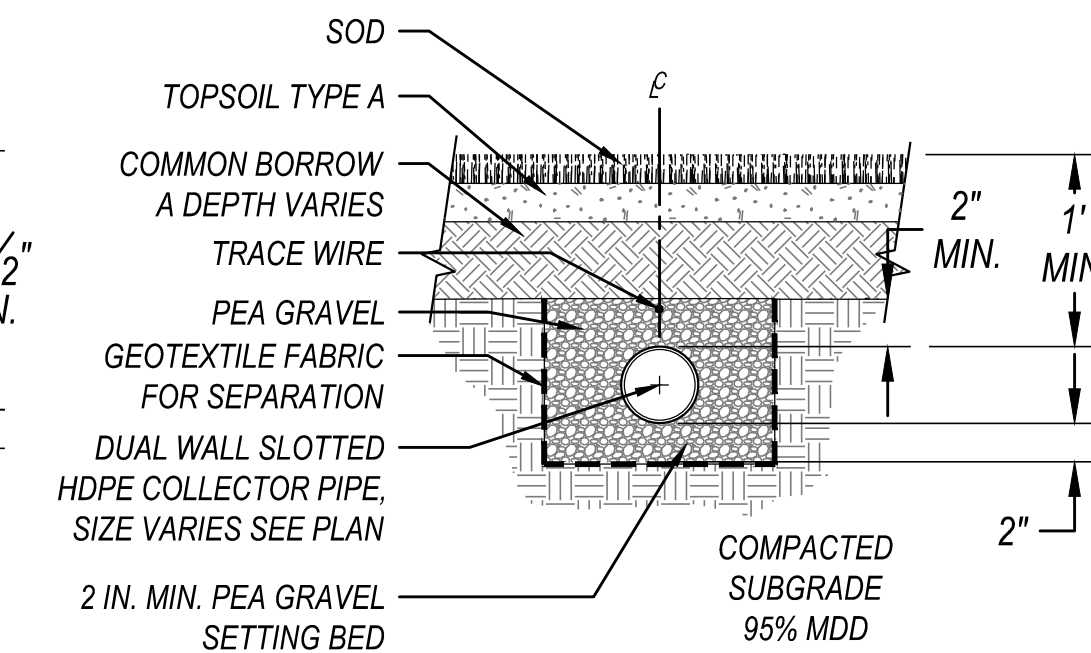


2 Flat Drain Connection to Collector
C3.1 SCALE: 1" = 1'-0"

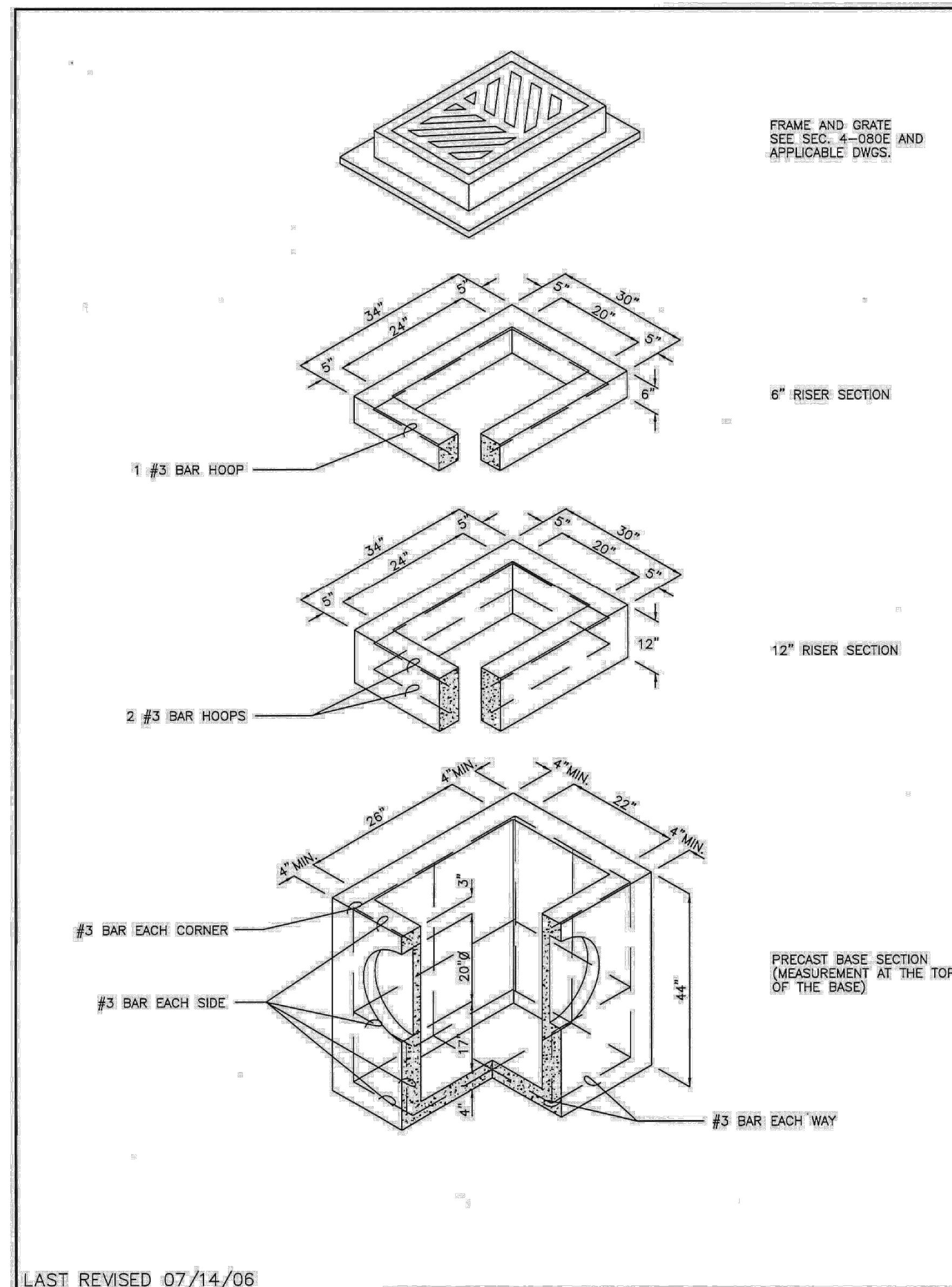


Collector Pipe Under Field

3 HDPE Slotted Collector Pipe
C3.1 SCALE: 1" = 1'-0"




Collector Pipe Outside of Field



NOTES:

- CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASTM C478 (AASHTO M 199) & C890 UNLESS OTHERWISE SHOWN ON PLANS OR NOTED IN THE WSDOT/APWA STANDARD SPECIFICATIONS.
- AS AN ACCEPTABLE ALTERNATIVE TO REBAR, WELDED WIRE FABRIC HAVING A MIN. AREA OF 0.12 SQUARE INCHES PER FOOT MAY BE USED. WELDED WIRE FABRIC SHALL COMPLY TO ASTM A497 (AASHTO M 221). WIRE FABRIC SHALL NOT BE PLACED IN KNOCKOUTS.
- ALL REINFORCED CAST-IN-PLACE CONCRETE SHALL BE CLASS 4000.
- PRECAST BASES SHALL BE FURNISHED WITH CUTOUTS OR KNOCKOUTS. KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MIN. ALL PIPE SHALL BE INSTALLED IN FACTORY PROVIDED KNOCKOUTS. UNUSED KNOCKOUTS NEED NOT BE GROUTED IF WALL IS LEFT INTACT.
- KNOCKOUT OR CUTOUT HOLE SIZE IS EQUAL TO PIPE OUTER DIAM. PLUS CATCH BASIN WALL THICKNESS.
- ROUND KNOCKOUTS MAY BE ON ALL 4 SIDES, WITH MAX. DIAM. OF 20". KNOCKOUTS MAY BE EITHER ROUND OR "D" SHAPE.
- THE MAX. DEPTH FROM THE FINISHED GRADE TO THE PIPE INVERT IS 5'-0".
- THE TAPER ON THE SIDES OF THE PRECAST BASE SECTION AND RISER SECTION SHALL NOT EXCEED 1/2"/FT.
- CATCH BASIN FRAME AND GRATE SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS AND MEET THE STRENGTH REQUIREMENTS OF FEDERAL SPECIFICATION RR-F-62ID. MATING SURFACES SHALL BE FINISHED TO ASSURE NON-ROCKING FIT WITH ANY COVER POSITION.
- FRAME AND GRATE MAY BE INSTALLED WITH FLANGE DOWN OR CAST INTO RISER.
- FOR CATCH BASINS IN PARKING LOTS REFER TO WSDOT/APWA STANDARD DWG. B1-b.
- EDGE OF RISER OR BRICK SHALL NOT BE MORE THAN 2" FROM VERTICAL EDGE OF CATCH BASIN WALL.
- MINIMUM 4" ADJUSTMENT SECTION BETWEEN BOTTOM OF GRATE AND TOP OF BASE SECTION.

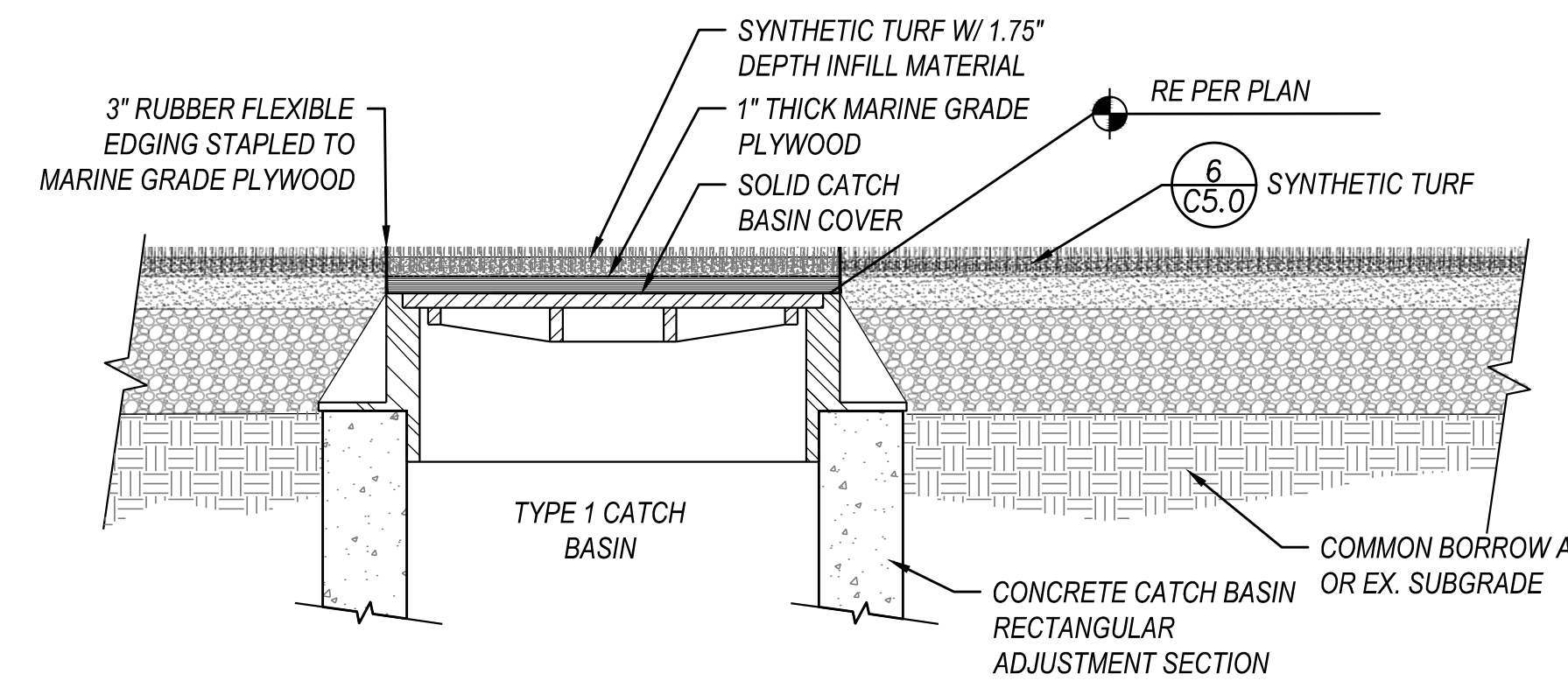
APPROVED BY  DATE 5/9/07

MARYSVILLE CITY ENGINEER

CITY OF Marysville WASHINGTON

CATCH BASIN TYPE 1 (18" MAX. DIA.)

STANDARD PLAN 4-080-007



5 Catch Basin W/ Synthetic Turf Lid
C3.1 SCALE: 1" = 1'-0"

4 Catch Basin Type 1
C3.1 SCALE: 1" = 1'-0"

Strawberry Field Turf Conversion

City of Marysville Washington



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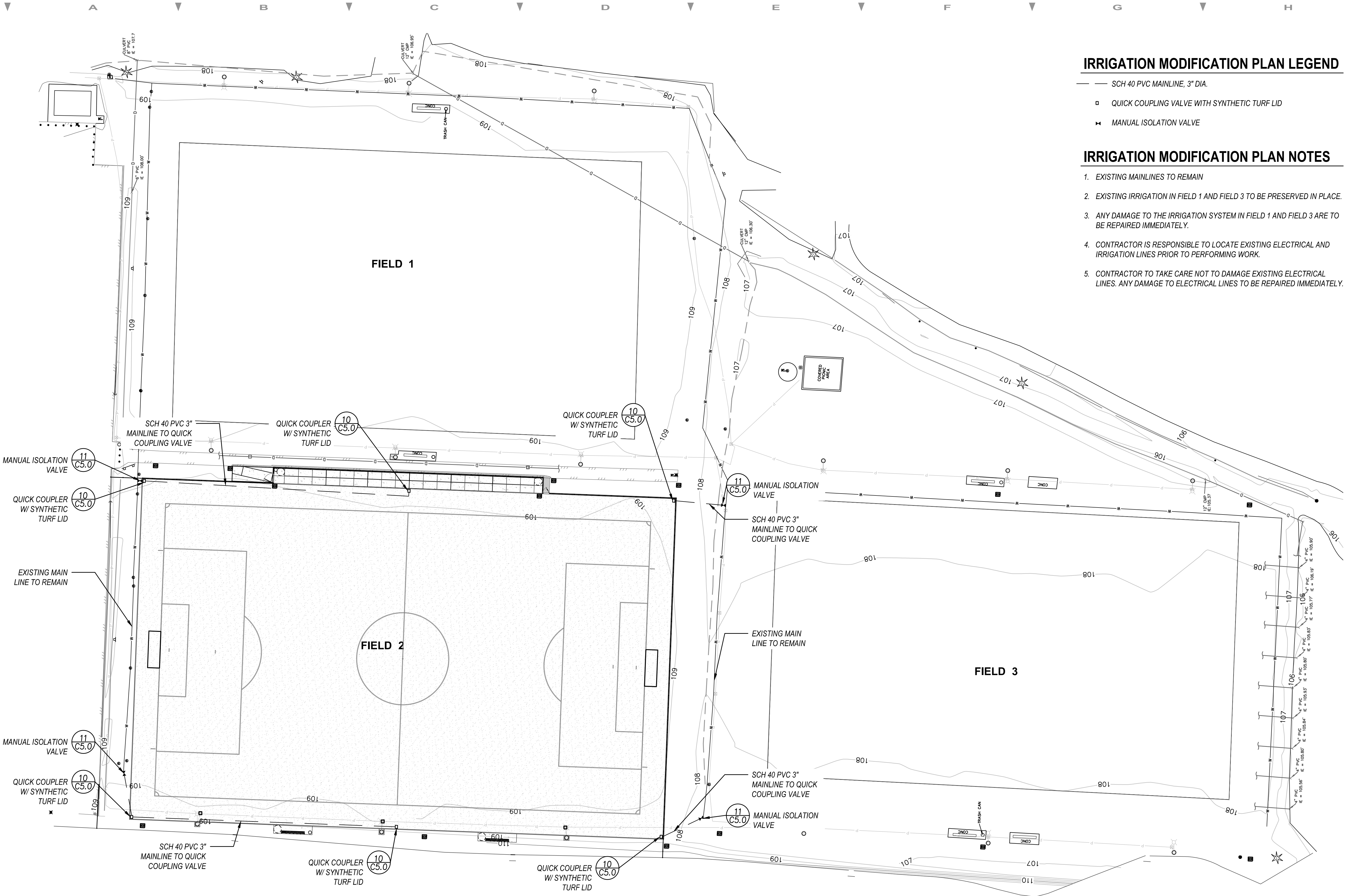
DATE: 12/23/2022

DRAINAGE DETAILS

Sheet C3.1



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IRRIGATION MODIFICATION PLAN LEGEND

- SCH 40 PVC MAINLINE, 3" DIA.
- QUICK COUPLING VALVE WITH SYNTHETIC TURF LID
- ✕ MANUAL ISOLATION VALVE

IRRIGATION MODIFICATION PLAN NOTES

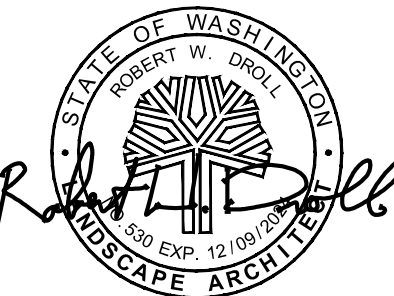
1. EXISTING MAINLINES TO REMAIN
2. EXISTING IRRIGATION IN FIELD 1 AND FIELD 3 TO BE PRESERVED IN PLACE.
3. ANY DAMAGE TO THE IRRIGATION SYSTEM IN FIELD 1 AND FIELD 3 ARE TO BE REPAIRED IMMEDIATELY.
4. CONTRACTOR IS RESPONSIBLE TO LOCATE EXISTING ELECTRICAL AND IRRIGATION LINES PRIOR TO PERFORMING WORK.
5. CONTRACTOR TO TAKE CARE NOT TO DAMAGE EXISTING ELECTRICAL LINES. ANY DAMAGE TO ELECTRICAL LINES TO BE REPAIRED IMMEDIATELY.

Strawberry Field Turf Conversion

City of Marysville
Washington



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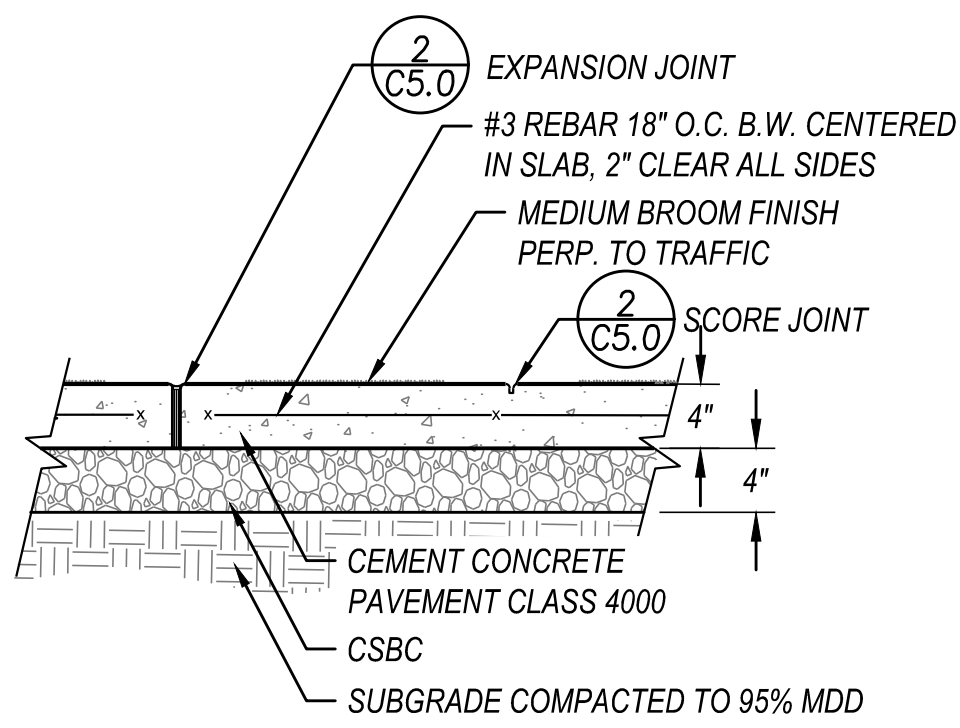
DATE: 12/23/2022

IRRIGATION MODIFICATION PLAN FIELD 2

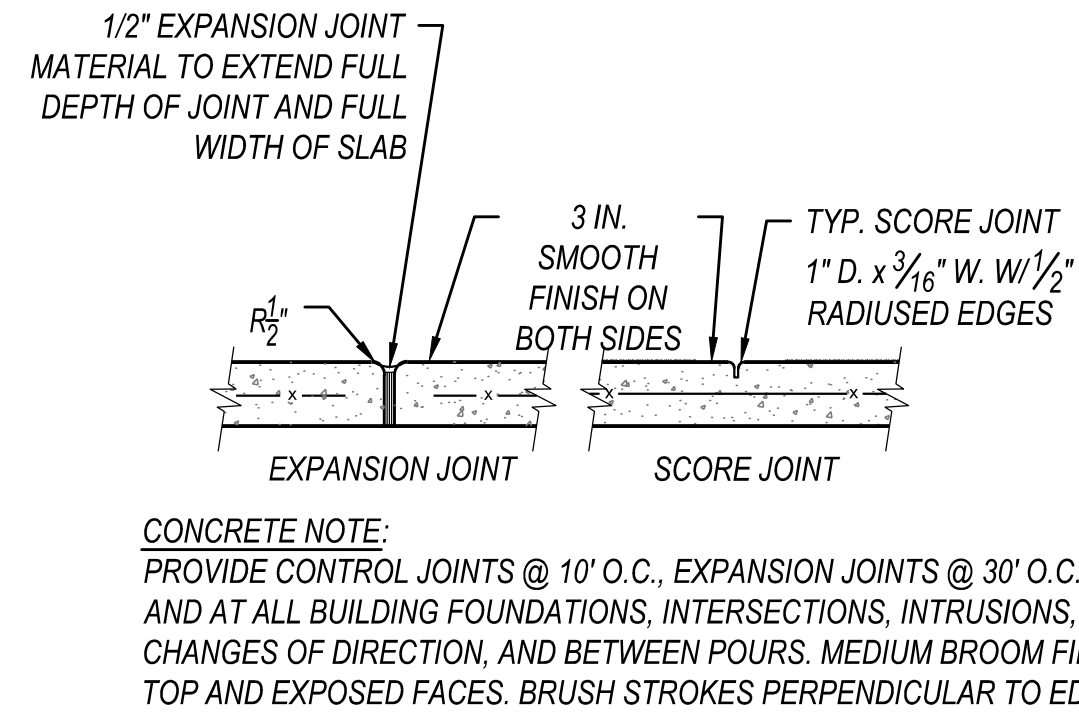
Sheet C4.0

PERMIT SET - NOT FOR CONSTRUCTION

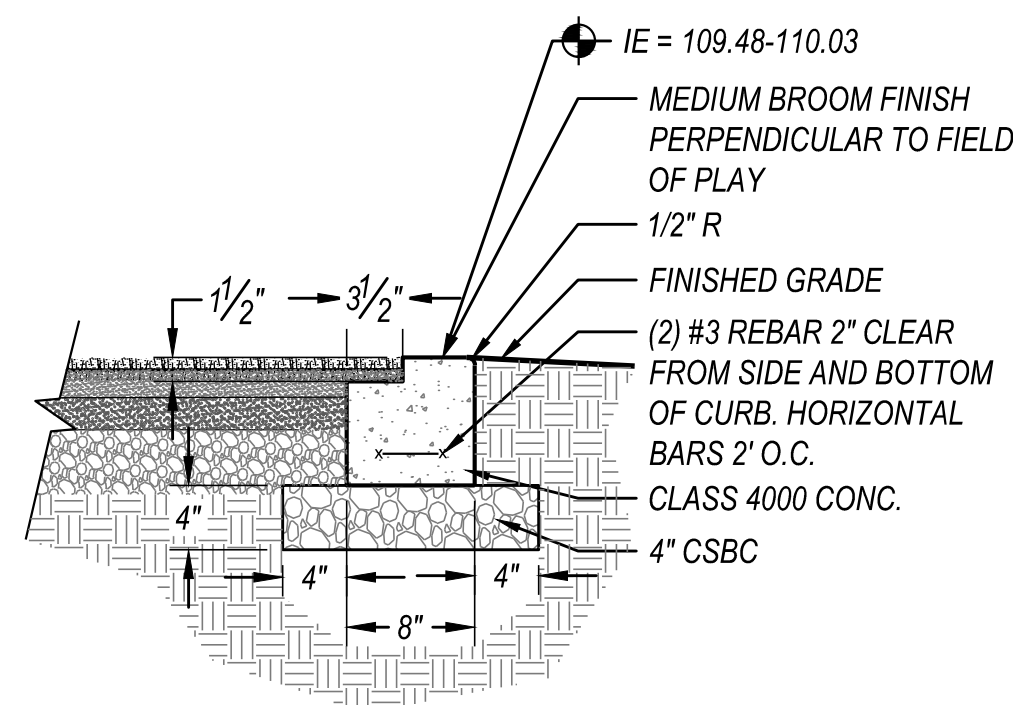
O:\2022\22015 Strawberry Fields Conversion Marysville Drawings\Sheets\FIELD 2-IRRIGATION PLAN.dwg Dec-23-22 10:22am



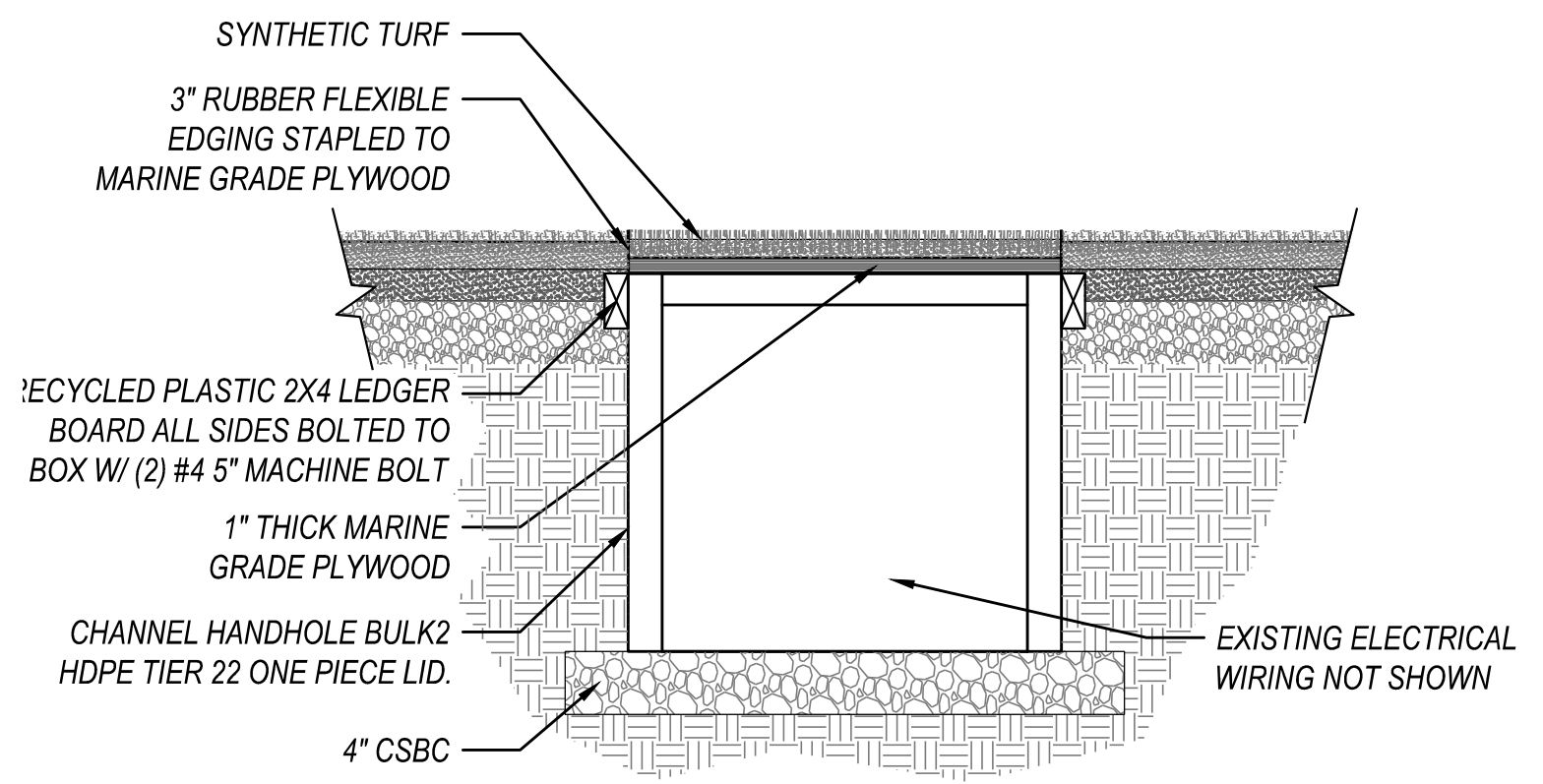
1
C5.0 **Cement Concrete Type A**
SCALE: 1" = 1'-0"



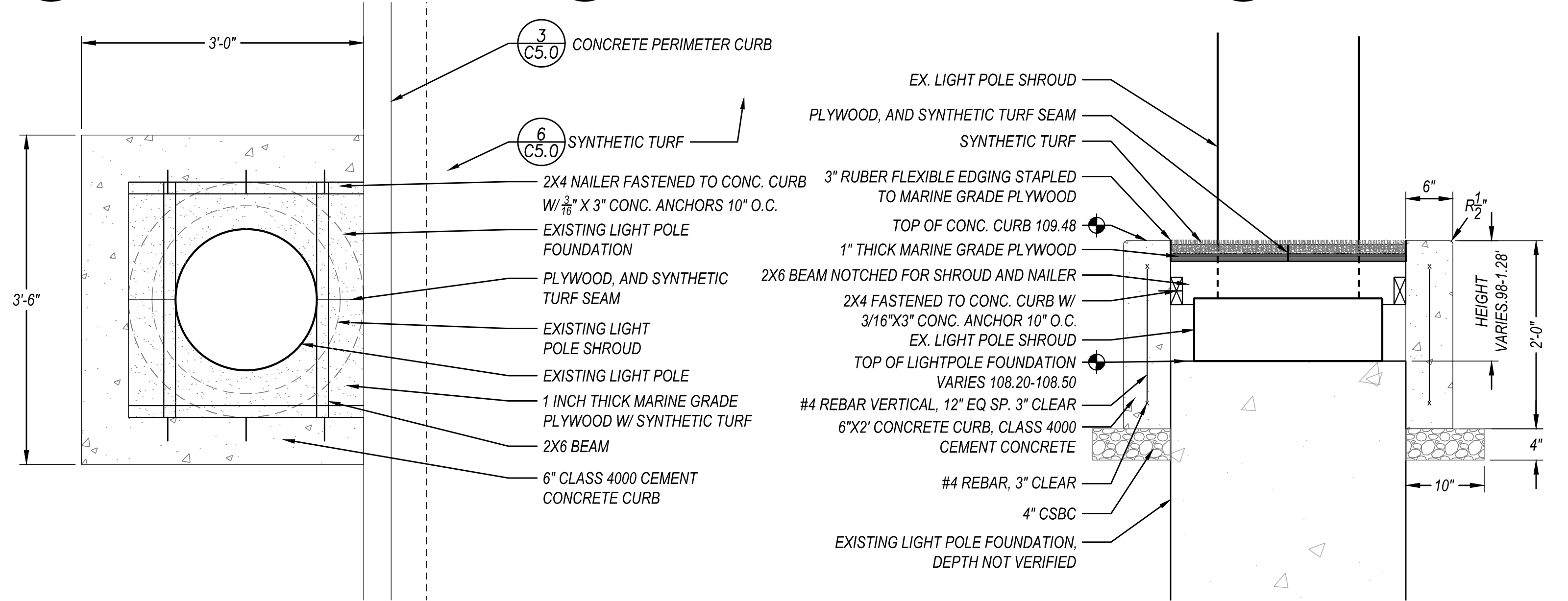
2
C5.0 **Expansion and Score Joints**
SCALE: 1" = 1'-0"



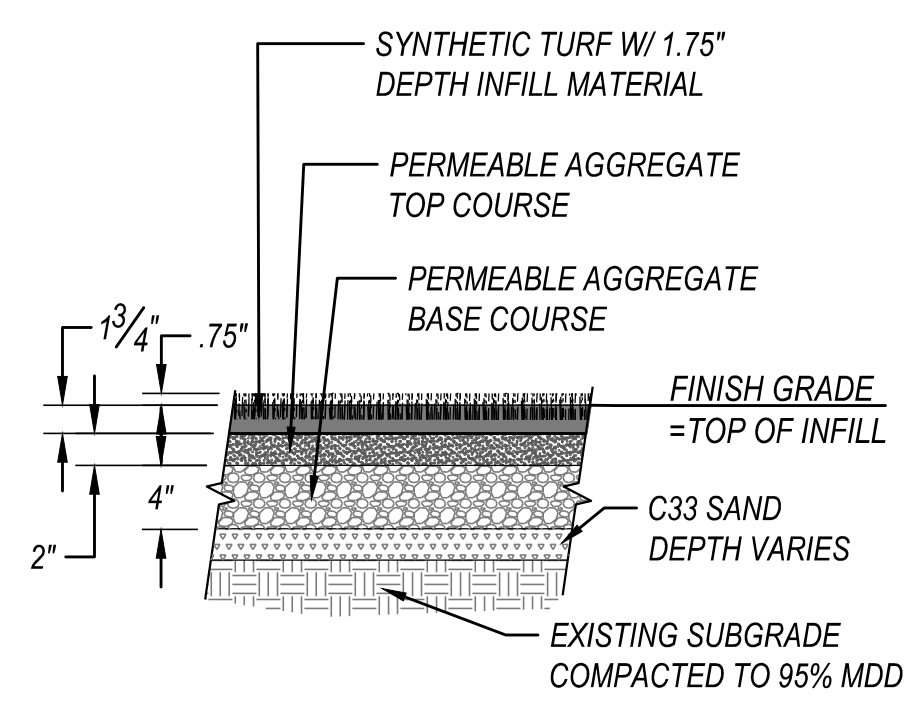
3
C5.0 **Concrete Perimeter Curb**
SCALE: 1" = 1'-0"



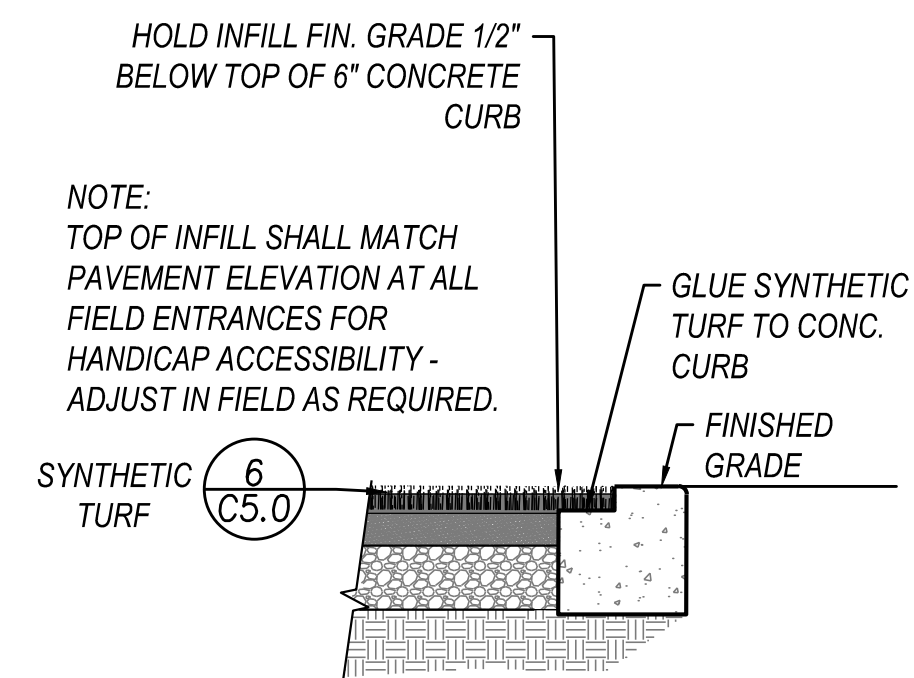
4
C5.0 **Junction Box W/ Synthetic Turf Lid**
SCALE: 1" = 1'-0"



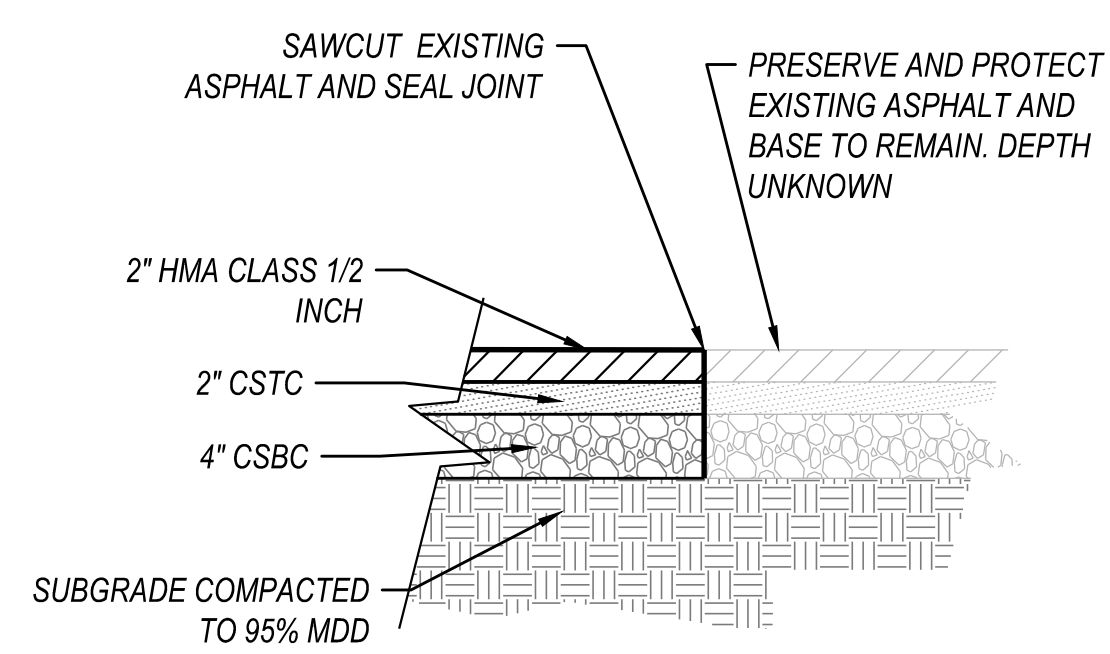
5
C5.0 **Concrete Curb at Light Pole**
SCALE: 1" = 1'-0"



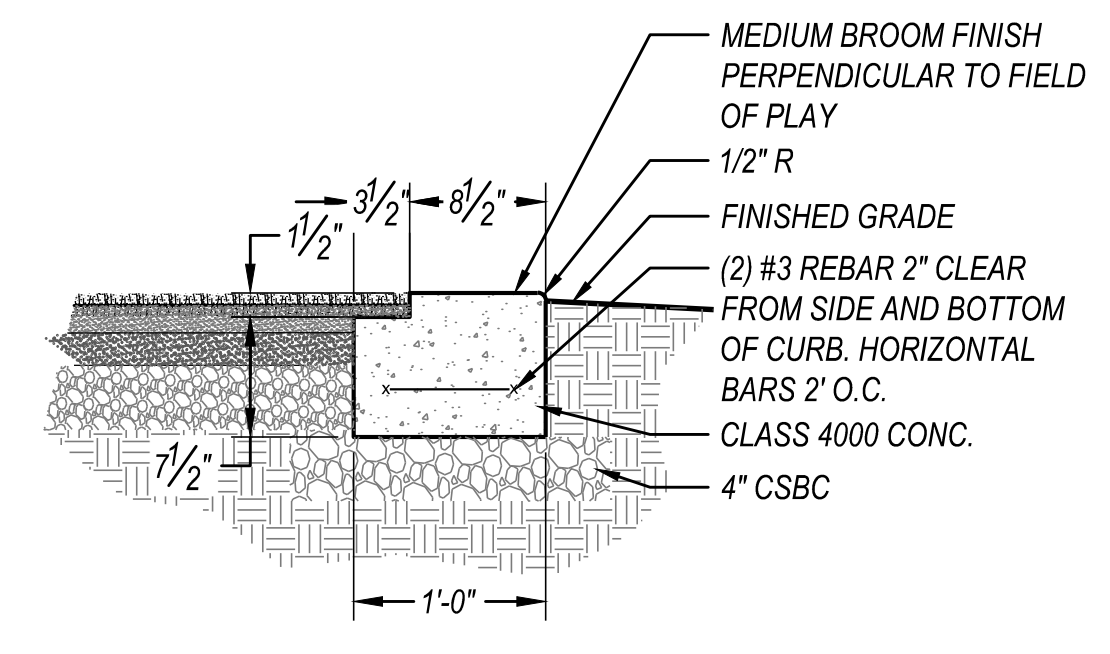
6
C5.0 **Synthetic Turf**
SCALE: 1" = 1'-0"



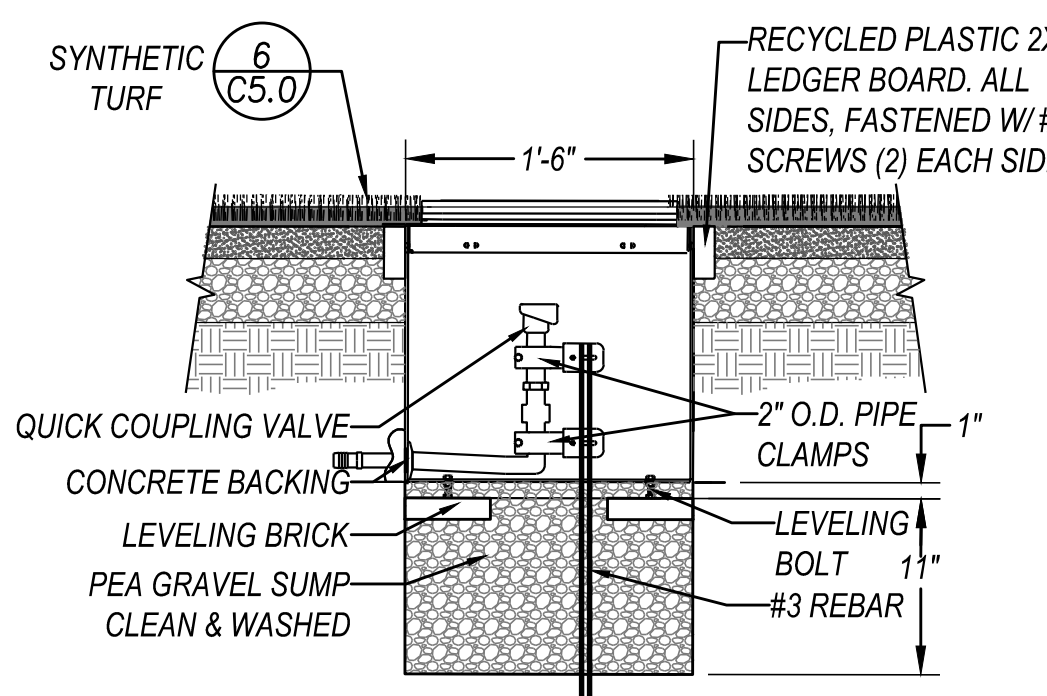
7
C5.0 **Synthetic Turf at Conc. Perimeter Curb**
SCALE: 1" = 1'-0"



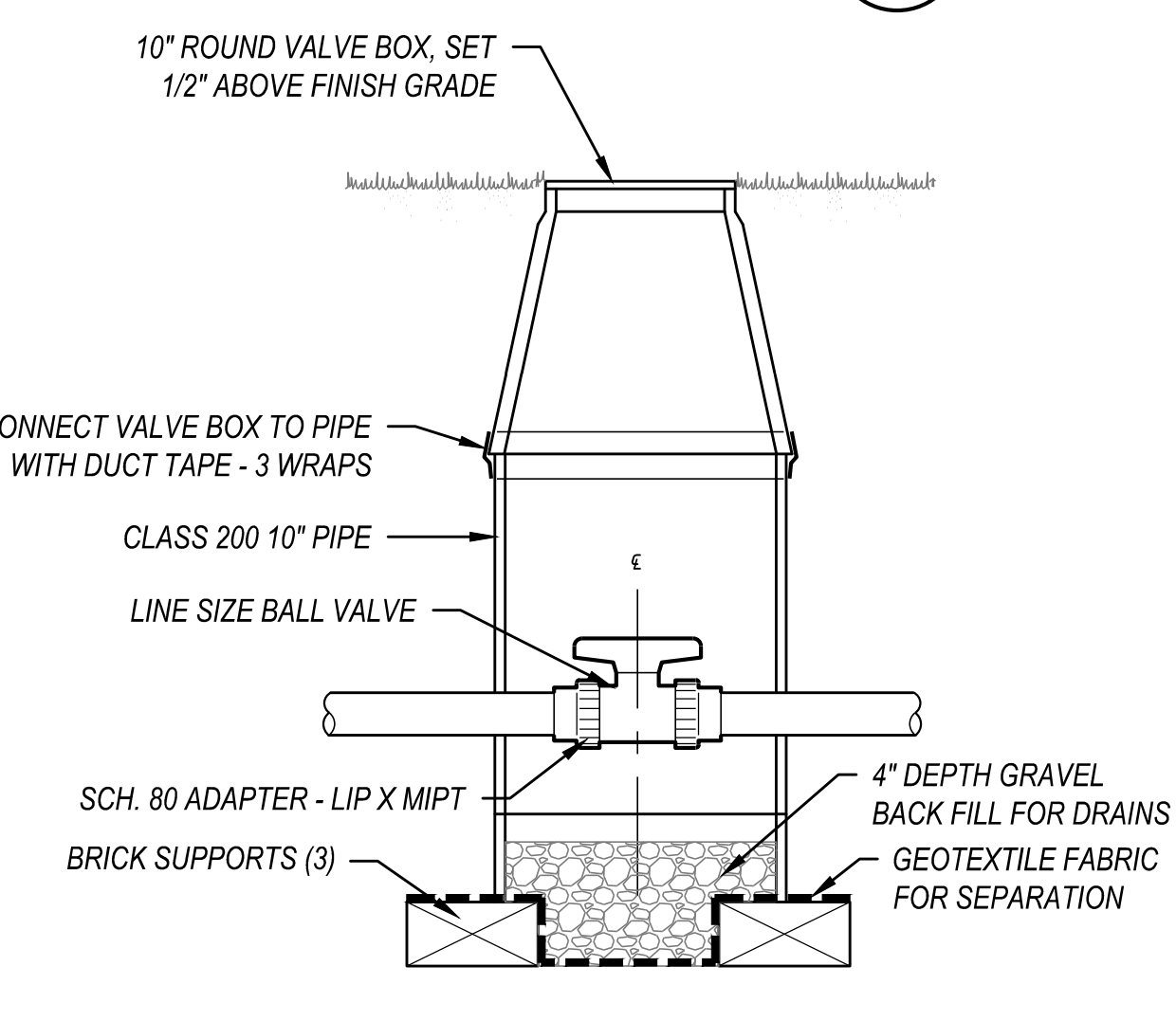
8
C5.0 **HMA Class 1/2 Inch**
SCALE: 1" = 1'-0"



9
C5.0 **1' Concrete Curb**
SCALE: 1" = 1'-0"



10
C5.0 **Quick Coupler W/ Synthetic Turf Lid**
SCALE: 1" = 1'-0"



11
C5.0 **Manual Isolation Valve**
SCALE: 1" = 1'-0"

Strawberry Field Turf Conversion

City of Marysville
Washington



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DRAWN BY JH

CHECKED BY BD

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DATE: 12/23/2022

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SITE DETAILS

Sheet C5.0



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A B C D E F G H

RESTORATION PLAN LEGEND

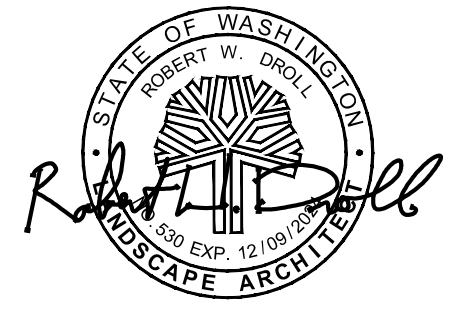
TOPSOIL TYPE A WITH SOD ± 12,770 SF

**Strawberry Field
Turf Conversion**

City of Marysville
Washington



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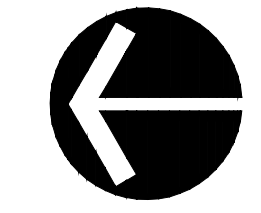
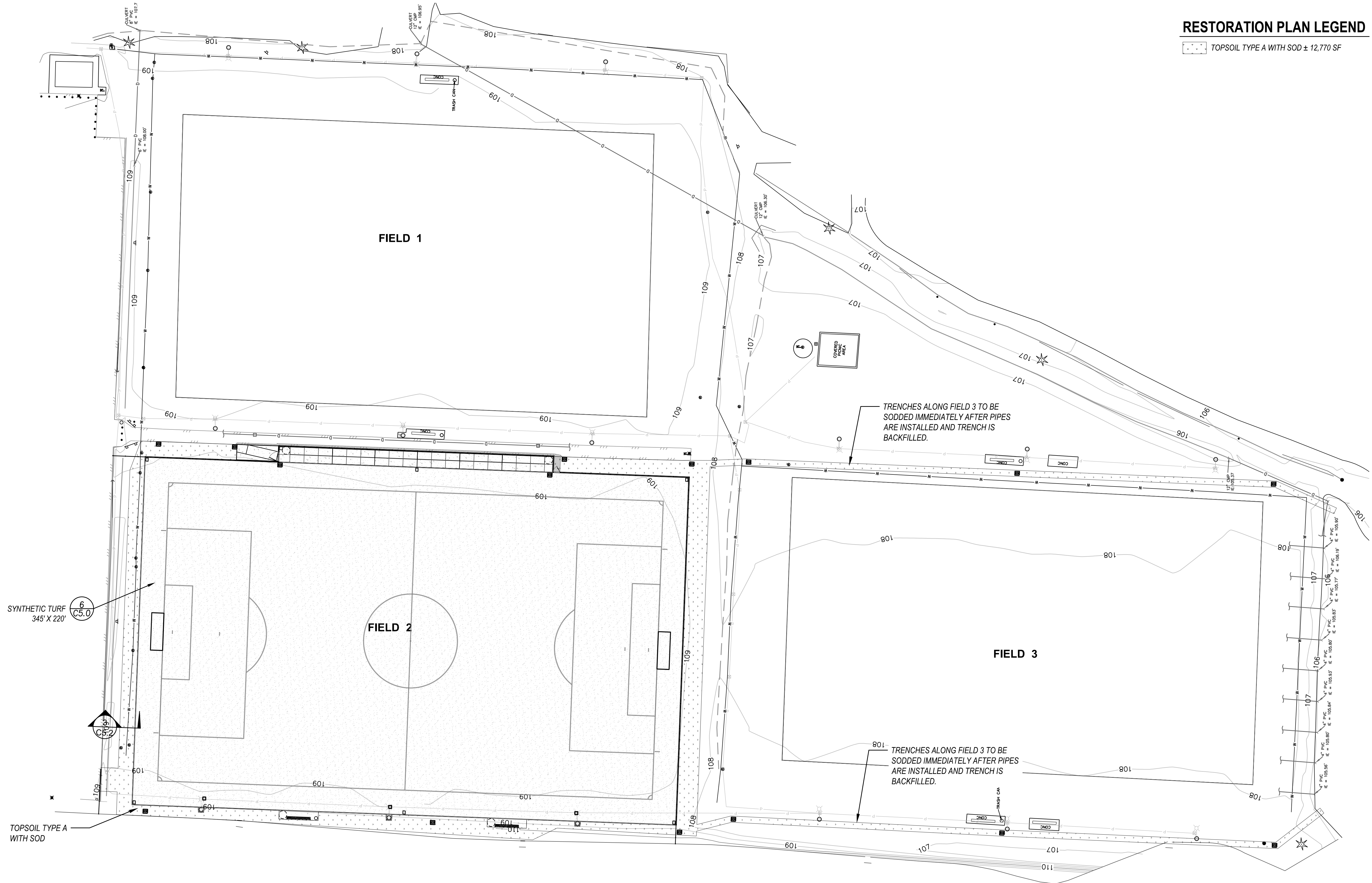
REVISION

DATE	CHANGE

DATE: 12/23/2022

**RESTORATION
PLAN
FIELD 2**

Sheet L1.0



SCALE: 1"=30'
0 15' 30' 45' 60'

PERMIT SET - NOT FOR CONSTRUCTION

O:\2022\22015 Strawberry Fields Conversion Marysville Drawings\Sheets\FIELD 2- RESTORATION PLAN.dwg Dec-23--22 1:02pm



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 13, 2023

SUBMITTED BY: Executive Services Coordinator Leah Tocco, Executive

ITEM TYPE: Appointment

AGENDA SECTION: **Mayor's Business**

SUBJECT: Appointment of Hotel/Motel Tourism Grant Committee

SUGGESTED ACTION:

Recommended Motion: I move to authorize Mayor Nehring to appoint Eric Moeser, Rian White, Mary Kirkland and Ivonne Sepulveda to the Hotel/Motel Tourism Grant Committee.

SUMMARY:

The Hotel/Motel Tourism Grant Committee is appointed annually by Council. The committee is comprised of representatives from local hotels and service organizations. The following committee members are recommended for appointment to serve on the Hotel/Motel Tourism Grant Committee.

- Eric Moeser, Holiday Inn Express Marysville
- Rian White, La Quinta Inn and Suites Marysville
- Mary Kirkland, Marysville Downtown Merchants Association
- Ivonne Sepulveda, Marysville Tulalip Chamber of Commerce

Councilmember Muller has previously been appointed to serve as the committee chair person representing the city.

ATTACHMENTS:
[Appointment - Eric Moeser.doc](#)
[Appointment - Rian White.doc](#)
[Appointment - Mary Kirkland.doc](#)
[Appointment - Ivonne Sepulveda.doc](#)



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint ERIC MOESER as a member of the HOTEL/MOTEL COMMITTEE of the City of Marysville, pursuant to the provisions of the RCW 67.28.1817; dated this 13th day of February, 2023.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the HOTEL/MOTEL COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of February, 2023.

ERIC MOESER

This term of appointment expires on February 13, 2024.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint RIAN WHITE as a member of the HOTEL/MOTEL COMMITTEE of the City of Marysville, pursuant to the provisions of the RCW 67.28.1817; dated this 13th day of February, 2023.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the HOTEL/MOTEL COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of February, 2023.

RIAN WHITE

This term of appointment expires on February 13, 2024.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint MARY KIRKLAND as a member of the HOTEL/MOTEL COMMITTEE of the City of Marysville, pursuant to the provisions of the RCW 67.28.1817; dated this 13th day of February, 2023.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the HOTEL/MOTEL COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of February, 2023.

MARY KIRKLAND

This term of appointment expires on February 13, 2024.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint IVONNE SEPULVEDA as a member of the HOTEL/MOTEL COMMITTEE of the City of Marysville, pursuant to the provisions of the RCW 67.28.1817; dated this 13th day of February, 2023.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the HOTEL/MOTEL COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of February, 2023.

IVONNE SEPULVEDA

This term of appointment expires on February 13, 2024.