

**Marysville City Council Meeting**  
**7:00 p.m.**

**May 14, 2007**

**City Hall**

**Call to Order**  
**Invocation**  
**Pledge of Allegiance**  
**Roll Call**  
**Committee Reports**  
**Presentations**

- A. Swear-In New City Clerk Tracy Jeffries.
- B. Proclamation – Police Week.
- C. Recognize Eagle Scout James Randall.

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**Audience Participation**

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

- 1. Approval of April 23, 2007 City Council Meeting Minutes.
- 2. Approval of May 7, 2007 City Council Work Session Minutes.

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**Consent**

- 3. Approval of April 25, 2007 Claims in the Amount of \$344,751.95; Paid by Check No. 38660 through 38809.
- 4. Approval of May 2, 2007 Claims in the Amount of \$731,826.31; Paid by Check No. 38810 through 38956 with Check No. 37023 Void.
- 5. Approval of May 9, 2007 Claims in the Amount of \$666,532.71; Paid by Check No. 38957 through 39137 with Check No. 31446 Void.
- 6. Approval of April 20, 2007 Payroll in the Amount of \$610,397.61; Paid with Check No. 17745 through 17803.
- 7. Approval of May 4, 2007 Payroll in the Amount of \$983,448.19; Paid with Check No. 17804 through 17874.
- 8. Authorize Mayor to Sign Final Plat Mylar for Waldow Heights PRD.
- 9. Acceptance of 2006 Sewer Replacement Project and Begin 45-Day Lien Filing Period.
- 10. Authorize Mayor to Sign Corrected Water and Sewer Mutual Aid Agreement with EWUC.

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***\*These items have been added or revised from the materials previously distributed in the packets for the May 7, 2007 Work Session.***

## Marysville City Council Meeting

May 14, 2007

7:00 p.m.

City Hall

11. Approval of Curriculum Plan by Marysville School District No. 25 & Allow 100% Surface Water Rate Reduction Applicable for Five Years Subject to End of the Year Progress Updates from the Marysville School District.
12. Authorize Mayor to Sign Interlocal Agreement with Snohomish County in the Amount of \$369,556.00 for 51<sup>st</sup> Avenue/122<sup>nd</sup> Place NE Intersection Improvements Project.
13. Authorize Mayor to Sign Professional Services Agreement in the Amount of \$250,000 with HDR Engineering; Updating Water Comprehensive Plan.
14. Authorize Mayor to Sign Agreement with HDR Engineering, Inc. to Prepare Phase 1 of the I-5 to City Center Access Study for Estimated Cost of \$361,090.54 Including 5% Management Reserve.
15. Approval of Department of Corrections Community Work Crew Contract Renewal.
19. Thorsteinson Lot 6; 152<sup>nd</sup> Street Building Site Plan (BSP) Amendment.
20. 10% Notice of Intent to Annex; Calvary Annexation; PA 07031.

### Review Bids

16. Edward Springs 327 Zone Reservoir Project.

### Public Hearings

17. Moratorium on Filing and Receipt of Applications with Smokey Point Subarea; Ordinance No. 2691.

### Current Business

### New Business

18. Strawberry Festival Master Permit/Agreement and 2007 Festival Proposal.
21. 10% Notice of Intent to Annex; Estabrook Annexation; PA 07017.
34. Upgrade Part-Time Program Clerk to Full-Time. \*

### Legal

24. Recovery Contract for Sewer; RMJ Associates, LLC.

***\*These items have been added or revised from the materials previously distributed in the packets for the May 7, 2007 Work Session.***

25. Recovery Contract for Water; Seattle Pacific Homes, Inc.

### Ordinance and Resolutions

26. An Ordinance of the City of Marysville , Washington Amending the City's Development Regulations Related to Low Impact Development and Amending Chapters 12.02A, 14.15, 14.16, 14.17, 19.06, 19.16, 19.24, 19.28, 20.12, and 20.24, and Establishing a New Chapter 19.49 of the Marysville Municipal Code.
27. An Ordinance of the City of Marysville, Washington, Amending the City's Engineering Design and Development Standards by Amending the Water Distribution Design and Construction Standards and Specifications (Chapter 2), The Engineering Design and Development Standards (Chapter 3), the Drainage and Erosion Control Design Standards (Chapter 4), and the Sanitary Sewer Design Standards (Chapter 5), Authorizing the City Engineer to Make Technical Amendments to Said Standards, and Amending the Prior Ordinances that Adopted and Amended Said Standards. \*
28. An Ordinance of the City of Marysville, Washington Amending the City's Comprehensive Plan by Adopting the Initial Subarea Plan for the East Sunnyside/Whiskey Ridge Area and Amending the City's Development Regulations by Amending Chapters 19.12 and 19.26 MMC.
29. An Ordinance of the City of Marysville Amending the Official Zoning Map of the City and Providing for the Area-Wide Rezoning of Property within the City to Conform to the East Sunnyside/Whiskey Ridge Subarea Plan.
30. An Ordinance of the City of Marysville, Washington Amending the City's Development Regulations Related to Residential Density Incentives and Amending Chapter 19.26 of the Marysville Municipal Code.
31. An Ordinance of the City of Marysville, Washington, Amending the Comprehensive plan's Transportation Element to Reflect Additions to the Street Capital Facilities Plan and Amending the 2007 Budget to Reflect Additional Revenues from the Increased Proportionate Share Amount of Traffic Impact Fees.
32. A Resolution of the City of Marysville, Snohomish County, Washington to Authorize the Mayor to Sign the Water and Sewer Mutual Aid Agreement – 2006 for the Provision of Personnel, Materials and Equipment to Other Water & Sewer Utilities (Purveyors) in Snohomish County Who Are Parties to the Agreement and Who Request Assistance to Handle a Disaster or Emergency.

***\*These items have been added or revised from the materials previously distributed in the packets for the May 7, 2007 Work Session.***

**Marysville City Council Meeting**

**May 14, 2007**

**7:00 p.m.**

**City Hall**

- 33. A Resolution of the City of Marysville Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.
  
- 35. A Resolution by the City of Marysville Declaring Marysville to be Military Family Friendly and Encouraging Area Businesses to Become a Military Family Friendly Employment Partner. \*

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Information Items**

**Adjourn**

**Executive Session**

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

**Adjourn**

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

***\*These items have been added or revised from the materials previously distributed in the packets for the May 7, 2007 Work Session.***



## POLICE WEEK

WHEREAS, the Congress and the President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of Marysville play an essential role in safeguarding the rights and freedoms of Marysville; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of Marysville unceasingly provide a vital public service;

NOW, THEREFORE BE IT RESOLVED, I, Dennis L. Kendall, Mayor of the City of Marysville, do hereby proclaim May 13 – May 19, 2006 as

### “POLICE WEEK”

in the City of Marysville, and encourage all citizens of Marysville and all patriotic, civic and educational organizations to observe POLICE WEEK with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Marysville to observe Tuesday, May 15, as **Peace Officers' Memorial Day** in honor of those law enforcement officers, who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

THE CITY OF MARYSVILLE

\_\_\_\_\_  
MAYOR



<b>Call to Order/Invocation/Pledge of Allegiance/Roll Call</b>	7:00 P.M.
<b>Approval of Minutes</b>	
Approve April 9, 2007 City Council Meeting Minutes	Approved
Approve April 16, 2007 City Council Work Session Minutes	Approved
<b>Consent Agenda</b>	
Approve April 4, 2007 Claims in the Amount of \$925,705.42; Paid by Check No. 28133 through 38254 with Check No. 37634 Void.	Approved
Approve April 11, 2007 Claims in the Amount of \$1,463,601.68; Paid by Check No. 38255 through 38491 with Check No. 38077 Void.	Approved
Approve April 18, 2007 Claims in the Amount of \$321,220.68; Paid by Check No. 38492 through 38659 with Check No. 38186 and 38486 Void.	Approved
Approve April 5, 2007 Payroll in the Amount of \$1,054,393.95; Paid by Check No. 17678 through 17744 with Check No. 17732, 17730, 17727, and 17728 Void.	Approved
Accept the Regan Road Lift Station Improvements Project as Complete and Begin 45-Day Lien Filing Period.	Approved
Approve and Authorize mayor to Sign Supplemental Agreement No. 2 with Gray & Osborne, Inc. for Construction Management Services on the Edward Springs 327 Zone Reservoir Project.	Approved
Approve and Authorize Mayor to Sign Interlocal Agreement with Snohomish County for 2007 Overlay Program.	Approved
Affirm the Hearing Examiner's Recommendation to Approve the Woods/Snyder Rezone and Preliminary Plat with Conditions; PA 06016.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
Approve the Planning Commission's recommendation to adopt East Sunnyside/Whiskey Ridge subarea plan, development regulations and areawide rezone, to accept the staff's recommendation regarding the citywide traffic impact fee and to direct staff to make the necessary revisions to the plans prior to adoption by city ordinance on May 14, including the clarifications from the Community Development Director.	Approved
Direct staff to draft a resolution to review the impact fees during the Comprehensive Plan review.	Approved
<b>Current Business</b>	
<b>New Business</b>	
<b>Legal</b>	
Approve Recovery Contract for Water; Powell-Smokey Point, LLC.	Approved Recovery Contract No. 275
<b>Ordinances and Resolutions</b>	
Approve an Ordinance of the City of Marysville Affirming the Decision of the Hearing Examiner and Rezoning Properties Owned by Elwyn & Gulser Wood and Michael Snyder Amending the Official Zoning Map of the City.	Approved Ord. No. 2693
<b>Information Items</b>	
<b>Mayor's Business</b>	

<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	10:00 p.m.

## MARYSVILLE CITY COUNCIL MEETING

April 23, 2007

7:00 p.m.

City Hall

### CALL TO ORDER / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Dennis Kendall called the April 23, 2007 meeting of the Marysville City Council to order at 7:00 p.m. The invocation was given by David Luster of the Turning Point Community Church. Mayor Kendall led those present in the Pledge of Allegiance.

### ROLL CALL

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

**Mayor:** Dennis Kendall

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

**Staff:** Mary Swenson, Chief Administrative Officer; Grant Weed, City Attorney; Sandy Langdon, Finance Director; Paul Roberts, Public Works Director; Gloria Hirashima, Community Development Director; Rick Smith, Chief of Police; Kevin Nielsen, City Engineer/Assistant Public Works Director; and Laurie Hugdahl, Recording Secretary.

### COMMITTEE REPORTS

Councilmember Rasmussen reported on the Parks Advisory Board meeting that was held on April 11. Their newest member was in attendance. Topics discussed included the following:

- Jennings Park – irrigation underway, Belmark donation for pergolas, Rotary donation for new picnic tables and benches
- Healthy Communities project presented with action steps
- Discussion of the future of the cannon at Jennings Park
- Update on proposed dog park
- Parks and Recreation Activity Guide has been mailed out
- Marysville Pilchuck High School has submitted additional information
- Jim Ballew and Doug Buell attended the National Livability Summit in Atlanta, GA
- Suggestion to start a kickball league and hold a Gaelic Football national tournament

Councilmember Seibert reported on the Finance Committee meeting:

- New city clerk starting on May 1
- Paperless agenda modifications
- Passport services update
- Traffic Impact Sales Tax Rebate discussion
- Annexation Sales Tax (new state bill)
- Auditors coming – Performance Audit and SAS 112
- Utility Billing Update – surface water, looking at exempting city-owned property
- Technology Update – 2 computer techs will be starting May 1
- Lockbox started last week and is going well
- Online and automated call services starting June 1

Sandy Langdon explained that the Performance Audit will likely be postponed altogether in light of new information given to the auditors.

Councilmember Phillips stated that the TV Advisory Committee met and discussed the final motion from Council. On May 9 they will have a mini-charette to plan out what people would like to see on the station. The public will be invited.

Councilmember Seibert reported on the April 13 Public Works Meeting. Topics discussed included the following:

- Stillaguamish Water Filtration Plant ribbon-cutting
- Ingraham Blvd public meeting next month
- Transportation Update – 156<sup>th</sup> overpass/triangle
- Presentation on work program – tracking city employees' projects
- School District surface water curriculum
- City-owned property surface water rates

## **PRESENTATIONS**

### **Proclamation: White Cane Days**

Mayor Kendall read the Proclamation designating May 5<sup>th</sup> and 6<sup>th</sup> as Lions White Cane Days. He presented the proclamation to a Phil Thorleifson, President of the Lions Club.

#### **A. Employee Service Awards.**

Employee Service Awards were presented to the following employees:

- Travis Ballou, Solid Waste Collector – 5 years
- Tim King, Heavy Equipment Operator – 10 years

## AUDIENCE PARTICIPATION

Kurt Beffert, 6221 47<sup>th</sup> Avenue NE, Unit 3B, Marysville, expressed concern about the lack of legal consequences following an attempted break-in by his daughter to his house. He requested communication with Chief Smith. Chief Smith immediately made himself available to privately discuss the matter.

Amanda Hollis, 4021A 168<sup>th</sup> Place NE, Arlington, spoke as a representative of the Navy Wives Clubs of America, Chapter 277. They are hosting a walkathon at the Naval Station Everett Memorial Day weekend to raise money for a monument honoring Navy sacrifices on D-Day.

Van Berkbigler, 6114 83<sup>rd</sup> Avenue NE, spoke regarding dead trees in wetland areas that are untended. He was concerned that they pose a dangerous situation by hanging over the street.

## APPROVAL OF MINUTES

### 1. Approval of April 9, 2007 City Council Meeting Minutes.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Soriano abstaining since he did not attend the meeting.

### 2. Approval of April 16, 2007 City Council Work Session Minutes.

Councilmember Rasmussen had the following amendments:

- Page 1 – The last sentence of the second paragraph under Committee Reports should read: *He stressed the importance of . . . . middle-school gang activity and prevention.*
- Page 3 – The second sentence in the second paragraph under item 7 should note that City Engineer/Assistant Public Works Director Nielsen was speaking to the overlay project and not the project that Councilmember Rasmussen had asked about (3<sup>rd</sup> and 47<sup>th</sup>).
- Page 4 – The second sentence in the last paragraph on the page should read: *Public Works Director Roberts . . . , and Councilmember Rasmussen asked at what point the fee is much greater **in percentage as compared to the median home price***”

**Motion** made by Councilmember Nehring, seconded by Councilmember Soriano to approve the minutes as amended. **Motion** passed unanimously (7-0).

## CONSENT AGENDA

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to approve the following Consent Agenda items 3, 4, 14, 15, and 5 though 8:

3. **Approval of April 4, 2007 Claims in the Amount of \$925,705.42; Paid by Check No. 28133 through 38254 with Check No. 37634 Void.**
4. **Approval of April 11, 2007 Claims in the Amount of \$1,463,601.68; Paid by Check No. 38255 through 38491 with Check No. 38077 Void.**
14. **Approval of April 18, 2007 Claims in the Amount of \$321,220.68; Paid by Check No. 38492 through 38659 with Check No. 38186 and 38486 Void.**
15. **Approval of April 5, 2007 Payroll in the Amount of \$1,054,393.95; Paid by Check No. 17678 through 17744 with Check No. 17732, 17730, 17727, and 17728 Void.**
5. **Acceptance of the Regan Road Lift Station Improvements Project as Complete and Begin 45-Day Lien Filing Period.**
6. **Approve and Authorize mayor to Sign Supplemental Agreement No. 2 with Gray & Osborne, Inc. for Construction Management Services on the Edward Springs 327 Zone Reservoir Project.**
7. **Approve and Authorize Mayor to Sign Interlocal Agreement with Snohomish County for 2007 Overlay Program.**
8. **Affirm the Hearing Examiner's Recommendation to Approve the Woods/Snyder Rezone and Preliminary Plat with Conditions; PA 06016.**

**Motion** passed unanimously (7-0).

## REVIEW BIDS

None.

## PUBLIC HEARING

9. **Planning Commission Recommendation to Approve Comprehensive Plan Amendment Adopting a Subarea Plan for the East Sunnyside/Whiskey Ridge Area, Development Regulations and**

## **Areawide Rezone of the Subarea, and Updating the Calculation for Transportation Impact Fees Collected within the City of Marysville.**

The hearing was opened at 7:31 p.m. The staff report was delivered by Gloria Hirashima as detailed in the Executive Summary for Action, the Key Master Plan Concepts, and the preliminary draft plans in Council's packet.

City Engineer/Assistant Public Works Director Kevin Nielsen then delivered a PowerPoint presentation covering the Traffic Impact Mitigation Fees as contained in Council's packet. The staff recommendation was a discounted impact fee of \$2,000 for commercial (represents an 86% discount) and \$6,300 for residential (56% discount).

Chief Administrative Officer Swenson commented that loans have been taken out for finishing city streets projects which is very unusual. This was done in order to fund some of the Smokey Point projects. The City views this as money well spent due to escalating costs. She noted that it is also unusual for cities to dedicate a portion of sales tax revenue to road improvements. Marysville has been very progressive in this regard.

Councilmember Rasmussen asked City Engineer/Assistant Public Works Director Nielsen if there would be a review of the fee after the Comprehensive Plan update and the vote on RTID. Mr. Nielsen confirmed that there would be.

Gloria Hirashima pointed out two clarifications/amendments to the proposed plan:

1. One of the key concepts refers to undergrounding utilities. This requirement to underground power lines was intended to refer to distribution lines, not transmission and feeder lines.
2. The text references for density and dimension will be clarified regarding the two different multifamily zones (low and high).

Public Testimony:

Mark Hagen, 4421 67<sup>th</sup> Avenue NE, expressed concern about lack of pedestrian walkways in the area. He complained that people regularly cut across his property in order to avoid dangerous pedestrian conditions on the street.

Cookie Prather, 4007 Sunnyside Blvd, recommended new road plans, especially at the corner of 40<sup>th</sup> and Sunnyside. She is at risk of losing a large portion of her property to street widening. She requested that Council consider the petition submitted to Council from Sunnyside Homeowners for Rational Development. The petitioners requested that Council "consider improving existing roads including improving the corner at 67<sup>th</sup> and 44<sup>th</sup> Street NE and the corner at 44<sup>th</sup> Street NE and 71<sup>st</sup> Street."

David Toyer, Vice President Government Affairs, Barclays North, 10515 20<sup>th</sup> Street SE, Everett, WA 98205, spoke in opposition to increased fees in Marysville. He discussed fee increases over the last 18 months in Marysville. He expressed concern about dramatic increases in costs and how this impacts the builders' ability to provide affordable housing. He urged the Council to strike a balance between commercial and residential fees and recommended stepping the fee in.

Councilmember Seibert asked him if he was in favor of \$14,000 or \$6,300. Mr. Toyer replied that neither was acceptable. He stated that state law says you can't charge the maximum fee. He suggested looking at additional ways to take the burden off this type of development.

Wendy Alt, 6605 40<sup>th</sup> Street NE, Sunnyside Homeowners for Rational Development, spoke on behalf of Tim and Rebecca Nixon, 4024 71<sup>st</sup> Avenue NE, who were not able to attend. She read a letter from them into the record expressing their concerns about the decreased value of their home and encouraging the Council to strongly consider improving existing roads.

Ms. Alt then reiterated the Nixon's letter. She commented that her property has been in the family since 1923. She and her husband moved here four years ago to build their dream home. She is very concerned about the notification process since she was not aware of what was happening. She urged the Council to consider the people who live there.

Jim Short, 6917 40<sup>th</sup> Street NE, distributed to Council his conceptual plan for an alternative road. He questioned the reasoning for the proposed road alignment stating that he thought that the study was skewed. He suggested that there was a false count as a result of people cutting through their area to get to the freeway. He recommended taking away the proposed road alignment in order to save \$17 million.

Chris Bandoli, Government Affairs Manager, Barclays North, 10515 20<sup>th</sup> Street SE, Everett, WA 98205, concurred with David Toyer's comments. In addition, he encouraged Council to keep the 6.5 density in the expansion area.

James Shuller, 6704 50<sup>th</sup> Pl. NE, expressed concern about existing noise levels on 67<sup>th</sup>. He stated that with increased traffic this will only get worse.

James Alt, 6605 40<sup>th</sup> Street NE, suggested that Council is not ready to vote on this. He expressed concern about the validity of the engineering study. He stated that areas of the traffic plan cause him concern because the City plans to drive people through his neighborhood, not around it. He thinks extending 40<sup>th</sup> to Sunnyside will only exacerbate a problem. He commented that development has doubled the amount of water on his land to make it a class II wetland. He did not believe the City had considered how it would address that.

Jeri Short, 6917 40<sup>th</sup> Street NE, read into the record the letter from Sunnyside Homeowners for Rational Development which recommended improving the existing roads including the corner at 67<sup>th</sup> and 44<sup>th</sup> Street NE and the corner of 44<sup>th</sup> Street NE and 71<sup>st</sup> Street. This was signed by 23 homeowners in the neighborhood. Ms. Short was very concerned about the notification process. She stated that this plan will dramatically impact what she can do with her property.

Ken White, 3303 87<sup>th</sup> Avenue NE, spoke in opposition to the 40<sup>th</sup> Street extension to Highway 9. He stated that traffic is also very bad in that area. This would bring much more traffic to the area. The City needs to reconsider this decision. He appreciated the Planning Commission bringing up the issue of sharing the costs with developers and throughout the city.

Kathy Johnson, 927 Quinn Avenue, was very upset about the lack of notification of property owners. She was opposed to the multi-family zoning in the area. She supported the increase in mitigation fees and expressed hope that this would be used for not just new roads, but also public transit options and bike/pedestrian trails. Regarding Mr. Toyer's argument about affordable housing, she stated that there are other places that the money can come from. She suggested that the builders build smaller homes and take less of a profit.

Gerald McKinney, 422 71<sup>st</sup> Avenue NE, concurred with Jeri and Jim Short. She was opposed to the proposed new roads.

Don Andrews, 6727 40<sup>th</sup> Street NE, spoke in opposition to the extension from 67<sup>th</sup> to 71<sup>st</sup>. He thought that this was not very well thought out. It was his opinion that existing roads could serve the same purpose. Also, since most homeowners are not considering moving, the City would need to purchase the land. He suggested that by widening existing roads, the City could save money and also preserve the quality of life of the people who have lived there a long time.

Barbara Miller, 303 91<sup>st</sup> Street, Everett, stated that she has been involved in this process for almost two years with the City. She has attended many Planning Commission meetings and workshops. She has spoken with the planning department and the Mayor's office numerous times. She commended the City staff as being very thorough, diligent, informative, and open. She felt that the information was widely available and she disagreed with the arguments about lack of notification. She said she spoke on behalf of the Proctors, DeGroots, Haugans, Sharkeys, Laceys, Roses, Hazes, Hollands in stating that they felt the City has done thorough research and planning. She urged the Council, on behalf of herself and those families, to approve the proposed plan.

Heather Izzard, 4726 87<sup>th</sup> Avenue NE, concurred with Ms. Miller's comments. She said she had and her husband had been aware since they purchased the property nine years ago that this was a possibility. They have followed the process for the last

two years. She felt that she had been very well notified and well informed. She urged Council to make a decision.

Jeff Coon, 4003 83<sup>rd</sup> Avenue NE, stated that the proposed new road would take the majority of his property away. He requested clarification of how this would affect him.

Mike Pattison, Master Builders Association, concurred with the comments by Barclays North regarding higher densities. This would help further GMA goals and is a very modest approach. He spoke in support of discarding the secondary impact fee, but urged a review of the disparity between commercial and residential fees.

Seeing no further public comments the hearing was closed at 8:56 p.m.

Councilmember Nehring asked staff for clarification regarding road improvements. Community Development Director Hirashima responded that the City had identified where connections should be and that development would construct the roads. This could take many years because it would be developed parcel by parcel, but the City already has received dedication of 40<sup>th</sup> Street connection from 71<sup>st</sup> to 83<sup>rd</sup>, which is a significant section.

Chief Administrative Officer Swenson talked about how this property came into the City and the commitments to make sure the road fees and the mitigation fees are sufficient to reflect a holistic master plan. The congestion that exists now is a result of lack of planning by the County in the past. The City is master planning this area to ensure that it gets done right.

Kevin Nielsen discussed the engineering that went into the proposal. He explained why simply widening the existing roads would not be an ideal solution for the volume of traffic in the area. He commented that they have worked with Perteet to meet the best engineering solutions for the development into 2025.

Councilmember Rasmussen emphasized the importance of bike/pedestrian paths for non-motorized transportation. She also commented that since this area is largely in the Lake Stevens School District, the City has an obligation to give them better access to their schools and related activities. The connection to 92 is important for this. She stated that the goal would be to get people to travel on 67<sup>th</sup> rather than Sunnyside which would require it to go to five lanes.

Councilmember Seibert asked about interim improvements at 44<sup>th</sup>. Kevin Nielsen replied that they could look at it, but they would need to work with property owners regarding right of way. They may be able to do some minor safety issues, which would help the situation.

Councilmember Seibert discussed how a poor working relationship with the County and lack of planning in the past created some of the transportation issues that are being dealt with now.

He then asked about plans for the 5-leg intersection at 40<sup>th</sup> and 67<sup>th</sup>/71<sup>st</sup>. Mr. Nielsen commented that this would probably not be a 5-leg intersection. This is still conceptual, but 67<sup>th</sup> would probably be tied in a little further to the north of the intersection.

Councilmember Seibert asked how they could make sure people are properly notified as things progress. Gloria Hirashima stated that as development applications come in, public notification will occur. The City will continue to work on overall alignment with engineering. This will be posted on the website. People can also request to be placed on the planning commission group list.

Councilmember Seibert commented that growth would have occurred in this area even if they had not been annexed. The difference would have been that the careful consideration of traffic flow would not have occurred. He noted that the City is stuck with trying to do the best they can with the area that is left.

Councilmember Soriano referred to the Perteet study traffic volume count. He asked if there was a possibility that the state would share in that cost. City Engineer/Assistant Public Works Director Nielsen said yes for TIB, but no for WSDOT.

Councilmember Soriano asked why they couldn't go straight through to 83<sup>rd</sup> from SR92. Mr. Nielsen explained that requirements from WSDOT limit the City's options. There are restrictions about the distance from Highway 9 to the next nearest intersection. Councilmember Soriano asked about 83<sup>rd</sup> and 528. Mr. Nielsen explained that the difference is that the City is asking for a break in access at Highway 9.

Councilmember Seibert asked about other options such as using 87<sup>th</sup> or 83<sup>rd</sup> for the north-south collector. Gloria Hirashima explained that they had considered these. Perteet reviewed both of those options and determined that they would not be feasible.

**Motion** made by Councilmember Nehring, seconded by Councilmember Seibert to approve the Planning Commission's recommendation to adopt the East Sunnyside/Whiskey Ridge subarea plan, development regulations and areawide rezones, to accept the staff's recommendation regarding the citywide traffic impact fee and to direct staff to make the necessary revisions to the plans prior to adoption by city ordinance on May 14, including the clarifications from the Community Development Director. **Motion** passed unanimously (7-0).

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Phillips, to have staff draft a resolution to review the impact fees during the Comprehensive Plan review. **Motion** passed unanimously (7-0).

## **CURRENT BUSINESS**

None.

## **NEW BUSINESS**

None.

## **LEGAL**

### **10. Recovery Contract for Water; Powell-Smokey Point, LLC.**

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan to approve the Recovery Contract No. 275. **Motion** passed unanimously (7-0).

## **ORDINANCES AND RESOLUTIONS**

### **11. An Ordinance of the City of Marysville Affirming the Decision of the Hearing Examiner and Rezoning Properties Owned by Elwyn & Gulser Wood and Michael Snyder Amending the Official Zoning Map of the City.**

**Motion** made by Councilmember Soriano, seconded by Councilmember Nehring, to approve Ordinance No. 2693. **Motion** passed unanimously (7-0).

(Councilmember Phillips left the room.)

## **MAYOR'S BUSINESS**

Mayor Kendall said he attended the ribbon-cutting/dedication for the new filtration system.

## **STAFF BUSINESS**

Paul Roberts reviewed recent legislative successes.

(Councilmember Phillips returned to the room)

Director Roberts thanked Adam, Kyle, and the Community Development Team for their work on the Earth Day festivities. He also thanked Kevin Nielsen for his hard work on the Whiskey Ridge/Sunnyside project.

Gloria Hirashima thanked the Council for the good questions and for their support of the plan.

Mary Swenson thanked Gloria Hirashima, Paul Roberts, Kevin Nielsen, Grant Weed, all staff members who worked hard and the Council for making the difficult decisions.

Chief Smith explained that the City is having a hard time getting academy slots. They hope that additional funding from the legislature and plans for a north county academy will help with this.

### **CALL ON COUNCILMEMBERS**

Jeff Vaughan thanked staff for their hard work on the master plan. He expressed his support of master planning.

Donna Wright concurred. She discussed an issue brought to her by citizens regarding intersection backups at 88<sup>th</sup> and 36<sup>th</sup>. Chief Smith indicated that they would look into this. Councilmember Wright announced that she would be out of town for the rest of the week and would be unable to attend the Public Safety Committee meeting.

Jeff Seibert thanked staff for their hard work. He discussed the impact of the annexation tax. He also commented on the implications of the rebate of traffic impact fees. They are looking at modifying this or making the threshold higher so that this is available to some of the larger stores because this pays for itself within a year's time and appears to be valuable to the City.

Carmen Rasmussen reported that she attended the Washington Recreation and Parks Association Conference. One of the classes she attended was regarding transportation and active living, by David Tanner with WSDOT Bicycle and Pedestrian Transportation. This was very informative and she invited him to come to Marysville for a presentation. Ms. Rasmussen was very encouraged by what she heard in the class.

Lee Phillips thanked staff for their hard work. He expressed concern about the complaints heard at the hearing regarding lack of notification. He wondered how they could encourage more public participation. He announced that he is engaged with a date in October still to be determined.

John Soriano thanked and complimented the staff who manned the Earth Day celebrations.

Jon Nehring thanked staff for all the work done on the plan. He also thanked Judy and staff for the volunteer reception. He commented that the sales tax rebate and

other things Community Development have done have had a huge impact on Marysville's image as friendly to business.

Jeff Seibert added that the Firemen's Banquet was excellent.

Mayor Kendall said he also attended the groundbreaking at the new school on Saturday. He thanked staff for a job well done and thanked Council for their continual support.

### **INFORMATION ITEMS**

None.

### **ADJOURNMENT**

Seeing no further business, Mayor Kendall adjourned the meeting at 10:00 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
Deputy City Clerk  
Lillie Lein

\_\_\_\_\_  
Recording Secretary  
Laurie Hugdahl

## MARYSVILLE CITY COUNCIL WORK SESSION

May 7, 2006

7:00 P.M.

CITY HALL

### CALL TO ORDER / INVOCATION / PLEDGE OF ALLEGIANCE

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

### ROLL CALL

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

**Mayor:** Dennis Kendall

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

**Staff:** Mary Swenson, Chief Administrative Officer; Grant Weed, City Attorney; Sandy Langdon, Finance Director; Paul Roberts, Public Works Director; Kevin Nielsen, City Engineer/Assistant Public Works Director; Gloria Hirashima, Community Development Director; Robb Lamoureux, Police Commander; Tracy Jeffries, Assistant Administrative Services Director; Jim Ballew, Parks and Recreation Director; Worth Norton, Information Services Manager; Steve Roberge, Senior Planner; John Cowling, Engineering Services Manager, Land Development; and Laurie Hugdahl, Recording Secretary.

Mary Swenson noted that Councilmember Vaughan was unable to attend due to a family matter.

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

### COMMITTEE REPORTS

Councilmember Phillips commented that the TV Advisory Committee is planning a charette on Wednesday from 3 to 4.

## **PRESENTATIONS**

### **A. Healthy Communities.**

Eric Hatzenbuehler, Health Educator, Snohomish Health District delivered a PowerPoint presentation which discussed the alarming obesity trends among adults in the United States and the Healthy Communities' plan to prevent this. The three aspects of the plan are:

1. Increasing the number of active community environments – safer biking and walking trails
2. Increasing access to healthy foods – food banks, school lunches, community gardens, congregate meals for seniors, menu labeling at restaurants
3. Increasing access to low cost/free recreational opportunities – community involvement, adopt-a-park program, activity courses, community centers, intramural sports.

Implementation of the plan is expected to begin in the fall.

### **B. Marysville Juror Appreciation Week.**

Mayor Kendall read the proclamation designating May 7-11, 2007 as Marysville Juror Appreciation Week. He then presented the proclamation to Court Administrator Suzi Elsner.

### **C. Marysville Bike to Work Day**

Mayor Pro Tem Nehring read the proclamation designating Friday, May 8 as Marysville Bike to Work Day and presented it to Kristin Kittleman.

## **DISCUSSION ITEMS**

None.

## **APPROVAL OF MINUTES**

1. **Approval of April 23, 2007 City Council Meeting Minutes.**
2. **Approval of May 7, 2007 City Council Work Session Minutes.**

## **CONSENT AGENDA**

3. **Approval of April 25, 2007 Claims in the Amount of \$344,751.95; Paid by Check No. 38660 through 38809.**
4. **Approval of May 2, 2007 Claims in the Amount of \$731,826.31; Paid by Check No. 38810 through 38956 with Check No. 37023 Void.**

5. **Approval of May 9, 2007 Claims.**
6. **Approval of April 20, 2007 Payroll in the Amount of \$610,397.61; Paid with Check No. 17745 through 17803.**
7. **Approval of May 4, 2007 Payroll.**
8. **Authorize Mayor to Sign Final Plat Mylar for Waldow Heights PRD.**

Councilmember Rasmussen requested a map that was easier to read. Community Development Director Hirashima indicated they would get this.

9. **Acceptance of 2006 Sewer Replacement Project and Begin 45-Day Lien Filing Period.**

City Engineer/Assistant Public Works Director Kevin Nielsen was pleased to announce that this project had come in \$60,000 under the bid amount.

10. **Authorize Mayor to Sign Corrected Water and Sewer Mutual Aid Agreement with EWUC.**

Public Works Director Paul Roberts reviewed the changes in the agreement with the Everett Water Utility Committee.

11. **Approval of Curriculum Plan by Marysville School District No. 25 & Allow 100% Surface Water Rate Reduction Applicable for Five Years Subject to End of the Year Progress Updates from the Marysville School District.**

Public Works Director Paul Roberts explained that this would allow the City to give Marysville School District a reduction in surface water rates because of their educational program.

12. **Authorize the Mayor to Sign Interlocal Agreement with Snohomish County in the Amount \$369,556.00 for 51st Avenue/122nd Place NE Intersection Improvements Project.**

Public Works Director Paul Roberts explained that this would eliminate a significant line-of-sight problem where the road dips down.

13. **Authorize Mayor to Sign Professional Services Agreement in the Amount of \$250,000 with HDR Engineering; Updating Water Comprehensive Plan.**

Mr. Roberts explained that this would be used to update the Water Comprehensive Plan as required by the Department of Public Health and legislative requirements. Additionally they will be looking at capacity and conservation elements.

Councilmember Soriano asked what type of capital improvement projects could come from this. Kevin Nielsen and Paul Roberts reviewed implications for projects. City Attorney Grant Weed added that this is also required for any rate adjustments in the future. Kevin Nielsen commented on the importance of capturing institutional knowledge before several staff members retire.

**14. Authorize Mayor to Sign Agreement with HDR Engineering, Inc. to Prepare Phase 1 of the I-5 to City Center Access Study for Estimated Cost of \$361,090.54 Including 5% Management Reserve.**

Public Works Director Paul Roberts explained that this is just the beginning of the Interchange Justification Report. Councilmember Seibert said he was very happy to see this. Mr. Roberts commended Jeff Massie and the work he and the rest of their staff have done on this.

**15. Approval of Department of Corrections Community Work Crew Contract Renewal.**

Chief Administrative Officer Swenson commented that this is a renewal of a contract that has been in existence for nine years.

**REVIEW BIDS**

**16. Edward Springs 327 Zone Reservoir Project.**

Mr. Roberts explained that the low bid for this project was 21% above the engineer's estimate. Reasons for the difference between the estimate and the bid included higher costs for earthwork, landscaping, labor and gas. Mary Swenson commented that there is a significant amount of work going on around the region right now. All the contractors are busy and there are not a lot of bids for municipal projects. Councilmember Seibert concurred.

**PUBLIC HEARING**

**17. Moratorium on Filing and Receipt of Applications within Smokey Point Subarea; Ordinance No. 2691.**

Community Development Director Hirashima explained that this hearing would be held as required by law.

## CURRENT BUSINESS

None.

## NEW BUSINESS

### **18. Strawberry Festival Master Permit/Agreement and 2007 Festival Proposal.**

Parks and Recreation Director Jim Ballew commented that this is a substantial agreement. He reviewed highlights and changes from previous agreements. He said they would be asking the applicant to provide the finance office with a list of vendors.

Councilmember Seibert remarked that it was nice to see the wide variety of events planned.

### **19. Thorsteinson Lot 6; 152nd Street Building Site Plan (BSP) Amendment.**

Community Development Director Hirashima explained that the owner was asking for modification to the condition of road construction and deviation of the road standard due to the fact that they were unable to obtain enough right-of-way to construct their half of the road. Staff is in agreement with this.

### **20. 10% Notice of Intent to Annex; Calvary Annexation; PA 07031.**

Ms. Hirashima explained that this was submitted by Calvary Chapel who is hoping to purchase the adjacent property that is in city limits. Staff is recommending acceptance of the 10% Notice of Intent and establishment of an annexation area for circulation of the 60% petition.

### **21. 10% Notice of Intent to Annex; Estabrook Annexation; PA 07017.**

Ms. Hirashima explained that this request is in Future Annexation Area #7 and incorporates 47.1 acres. She commented that having larger annexations would allow the city the greatest benefit from Senate Bill 6686.

Mary Swenson commented that they might bring something back later this year for annexation consideration in 2009. They are in the process of analyzing the full impacts of a large annexation.

Public Works Director Paul Roberts agreed that this would require careful analysis of impacts to finance, utilities (including rates), and RTID.

Councilmember Seibert asked about restrictions to the use of the money. Gloria Hirashima and Finance Director Sandy Langdon explained that it was pretty broad.

Councilmember Phillips suggested letting the applicants know about the city plans and that they would be better able to take care of them if they waited.

## **22. Low Impact Development (LID) Proposed Code Amendments; PA 06-066.**

Senior Planner Steve Roberge introduced the LID Proposed Code Amendments.

Councilmember Rasmussen asked about the definition of a loop access road. Mr. Roberge explained that it would be used in lieu of a cul-de-sac and generally has a bio-retention site in the center.

Councilmember Seibert expressed concern about swales and the need to make sure residents are aware that they cannot fill them in or otherwise modify them. Community Development Director Hirashima explained that the majority of these cases will be on public right of way. Kevin Nielsen agreed that there is an important educational component to this.

Councilmember Seibert then referred to the Net Product Area and asked about the 50% of the area that could be dedicated. Gloria Hirashima explained this and reviewed some possible scenarios.

Councilmember Rasmussen asked about other density incentives for LIDs. Gloria Hirashima explained that they were contained in the RDIs in the code. Steve Roberge discussed the concepts of full buy-in and partial buy-in.

## **23. Engineering Design and Development Standards Proposed Revisions.**

Councilmember Seibert had numerous questions and comments about the proposed revisions.

- He pointed out several sections that had illegible text due to .pdf translation issues.
- He complimented the wording on approving rolled curbing on a case-by-case basis.
- He asked if the traffic circle was a roundabout. Staff replied that it is not.
- He thought that they need to upgrade 80<sup>th</sup> to a minor arterial. Kevin Nielsen suggested that they would look at that with the Comprehensive Plan Update.
- Building Sewer – expressed concern that the property owner would have the responsibility of maintaining the sewer from the mainline to the building. Mr. Nielsen explained that it is what the homeowner is dumping down the sewer that creates the problem. He discussed the huge costs associated with this. Councilmember Seibert suggested having city crews address the problems,

but billing the homeowner for it. He was more comfortable with having the city do the work. Kevin Nielsen said they could bring back verbiage that reflected that.

- **Marking Side Sewers** – he commented that this was not practical if it ended up in someone’s driveway. John Cowling commented that this section referred to new plats prior to the building of the house. Where driveways are already constructed they could do an offset stake.

Councilmember Phillips asked if there is a timeline for the enforcement and penalties on page 4-28. City Attorney Grant Weed indicated there is and it is in the code. Councilmember Phillips wanted to know if residents/homeowners associations would be notified that they were being held liable. Mr. Weed explained that the property owners within the plat would be jointly responsible. The obligation would not go away even if the homeowners association is defunct. Councilmember Phillips suggested adding wording so that all the property owners in the plat would be notified.

Public Works Director Paul Roberts discussed staff’s great concern about the surface water maintenance. Mr. Nielsen stated that they would need to address this larger issue of surface water enforcement in the future. Community Development Director Hirashima suggested dropping item B under 4-180 Enforcement and Penalties.

Councilmember Seibert suggested changing the wording of “homeowners association” to “all property owners”. Staff indicated they would look into this. City Attorney Weed suggested changing it to “the responsible entity or parties” instead.

Councilmember Rasmussen complimented the requirement for intersection marking on the 90-degree intersection elbow.

## **LEGAL**

### **24. Recovery Contract for Sewer; RMJ Associates, LLC.**

Councilmember Seibert asked about a threshold of where a recovery contract is worthwhile to keep track of. Gloria Hirashima replied that they had never settled on an amount for that. They need to go through and establish a more formal process for recovery contracts.

### **25. Recovery Contract for Water; Seattle Pacific Homes, Inc.**

## **ORDINANCES AND RESOLUTIONS**

### **26. An Ordinance of the City of Marysville , Washington Amending the City’s Development Regulations Related to Low Impact Development**

**Regulations Related to Low Impact Development and Amending Chapters 12.02A, 14.15, 14.16, 14.17, 19.06, 19.16, 19.24, 19.28, 20.12, and 20.24, and Establishing a New Chapter 19.49 of the Marysville Municipal Code.**

Councilmember Seibert noted that the date should be changed from April to May.

He then asked about a dollar amount. Community Development Director Hirashima said that they still needed to add that.

27. **An Ordinance of the City of Marysville, Washington, Amending the City's Engineering Design and Development Standards by Amending the Water Distribution Design and Construction Standards and Specifications (Chapter 2), The Engineering Design and Development Standards (Chapter 3, the Drainage and Erosion Control Design Standards (Chapter 4), and the Sanitary Sewer Design Standards (Chapter 5), Authorizing the City Engineer to Make Technical Amendments to Said Standards, and Amending the Prior Ordinances that Adopted and Amended Said Standards.**
28. **An Ordinance of the City of Marysville, Washington Amending the City's Comprehensive Plan by Adopting the Initial Subarea Plan for the East Sunnyside/Whiskey Ridge Area and Amending the City's Development Regulations by Amending Chapters 19.12 and 19.26 MMC.**
29. **An Ordinance of the City of Marysville Amending the Official Zoning Map of the City and Providing for the Area-Wide Rezoning of Property within the City to Conform to the East Sunnyside/Whiskey Ridge Subarea Plan.**
30. **An Ordinance of the City of Marysville, Washington Amending the City's Development Regulations Related to Residential Density Incentives and Amending Chapter 19.26 of the Marysville Municipal Code.**
31. **An Ordinance of the City of Marysville, Washington, Amending the Comprehensive plan's Transportation Element to Reflect Additions to the Street Capital Facilities Plan and Amending the 2007 Budget to Reflect Additional Revenues from the Increased Proportionate Share Amount of Traffic Impact Fees.**
32. **A Resolution of the City of Marysville, Snohomish County, Washington to Authorize the Mayor to Sign the Water and Sewer Mutual Aid Agreement – 2006 for the Provision of Personnel,**

**Materials and Equipment to Other Water & Sewer Utilities (Purveyors) in Snohomish County Who Are Parties to the Agreement and Who Request Assistance to Handle a Disaster or Emergency.**

33. **A Resolution of the City of Marysville Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.**

**RID/LID for Overcrossing**

Mayor Kendall discussed work being done by Bill Binford and Joel Hylback who are looking into creating an RID or LID to do the overcrossing. Staff is determining what needs to be done.

City Attorney Grant Weed reviewed the methods of forming an RID. He noted that they would need an engineer's estimate of the cost of the project before this could be approved.

Chief Administrative Officer Swenson commented that the residents have shown the City that there is significant interest in this. There would be a huge benefit for residents in that area.

Grant Weed commented that they would need a carefully thought out benefit area and design. There was consensus to move forward with this as quickly as possible.

**MAYOR'S BUSINESS**

Mayor Kendall welcomed the new Assistant Administrative Services Director Tracy Jeffries.

**Motion** made by Councilmember Seibert, seconded by Councilmember Wright to appoint Tracy Jeffries as City Clerk. **Motion** passed unanimously (6-0).

- Mayor Kendall reported that he had a great time at the fishing derby. There was a good turnout and fun was had by all. He thanked Jim Ballew and the parks staff for their work on that event.
- He noted that the Shred-it event was also very successful.
- Cinco de Mayo on the 4<sup>th</sup> was a lot of fun.
- ROTC awards program coming up at the high school.

**STAFF BUSINESS**

Paul Roberts noted that the sustainable development information would be coming to Council soon as requested. He also noted that the well dedication was a great event.

Worth Norton thanked the Mayor for his part in getting the city involved in the Snohomish County's wireless data project as part of the Homeland Security funding.

Sandy Langdon reported the need to have a special meeting to accept an offer on the bond.

Tracy Jeffries reported that they started processing passports full-time on April 30. During one week they processed 78 passports. Mary commented that they would be reviewing staffing needs. Councilmember Wright suggested putting something on TV about passport application requirements. Doug Buell indicated they could do that.

Jim Ballew attended the Active Living Leadership meeting where Representative McCoy spoke very highly of Mayor Kendall and the Healthy Communities program.

Doug Buell said that the YMCA was applying for a pioneering grant and thought their chances were high because of Healthy Communities.

Grant Weed noted the need for a ten-minute executive session to discuss a pending litigation matter and two real estate matters.

Mary Swenson welcomed Tracy Jeffries and acknowledged that she has already been a huge assistance.

The Tribal Alliance event was awesome. They are very happy about the positive working relationship.

This is a very competitive market for employees. Remember to express appreciation to staff, especially Community Development department and engineers.

## **CALL ON COUNCILMEMBERS**

Carmen Rasmussen displayed names of sponsors of the Cinco de Mayo event. This was a successful event and a great example of community partnerships.

The ribbon-cutting event was great.

She welcomed Tracy Jeffries.

Jon Nehring welcomed Tracy Jeffries.

He commended the great working relationship with the Tribes and the alliance event today.

Jeff Seibert thanked Community Development and Public Works for their work on the plans.

He discussed an errant shopping cart in front of his house.

Lee Phillips said he would be late to the Finance Committee meeting next week because of work.

He had fun at the fishing derby.  
The Shred-it event was great.  
Cinco-de-Mayo was a lot of fun. Thanks to Carmen Rasmussen for her hard work.  
The Tribes' event was great. He said he envied the pride that they take in their culture.  
The Historical Society dinner was good. He suggested bringing up some of their issues at Council.  
Chief Smith will be on TV3 at 6:40 on Wednesday. They will replay it on the city's channel.  
TV Advisory Committee's charette will also be on Wednesday.  
He welcomed Tracy Jeffries.

John Soriano welcomed Tracy Jeffries.  
He thought the ceremony with the Tribes was fantastic. He applauded the logo. Mary Swenson concurred and said they would use that again.  
The fishing derby was great. Thanks to the Parks Department, the Fishing Club and the Kiwanis.  
Thanks to Jim Ballew and Doug Buell for their work on the Tribes' event today.

Donna Wright commended staff on all the recent events.  
She said she would be in Washington DC from May 14-20 and requested an excused absence.  
The fire department will be burning a house at 1058 Alder on Saturday the 19<sup>th</sup> from 8:00 a.m. to 3 p.m.  
She welcomed Tracy Jeffries.

## **INFORMATION ITEMS**

None.

## **ADJOURNMENT**

Mayor Kendall recessed at 9:50 into Executive Session which began at 10:00 p.m.

## **EXECUTIVE SESSION**

Council met in Executive Session at 10:00 p.m. to discuss one pending litigation and two real estate matters.

**ADJOURNMENT**

Council reconvened into Regular Session, and taking no further action, Mayor Kendall adjourned the meeting at 10:12 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
City Clerk  
Tracy Jeffries

\_\_\_\_\_  
Recording Secretary  
Laurie Hugdahl

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 14, 2007

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the April 25, 2007 Period 4 claims in the amount of \$344,751.95 paid by Check No.'s 38660 through 38809.

COUNCIL ACTION:

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/24/2007 TO 4/25/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38660	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-LIBBY GRAGE	00102020.549000.	200.00
	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-CHERYL DUNGAN	00102020.549000.	245.00
	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-CHRIS HOLLAND	00102020.549000.	245.00
38661	AMERICAN SOCCER COMPANY	9 STRIPE V-NECK REF SHIRTS,	00105120.531030.	179.49
38662	AMSAN SEATTLE	JANITORIAL SUPPLIES-CITY HALL	00103530.531400.	61.69
	AMSAN SEATTLE	DEGREASER	501.141100.	165.53
38663	ARENDS, VINCE & VERONICA	UB 271200000002 12606 52ND DR	401.122110.	21.95
38664	ASCOM HASLER/GE CAP PROG	LASTEC ROTARYMOWER LEASE	42047165.545000.	554.00
	ASCOM HASLER/GE CAP PROG	TOTO REELMASTER 5400D LEASE	42047165.545000.	1,188.90
38665	WASPC	ELECTRONIC HOME MONITORING-MA	00103960.551000.	1,880.25
38666	BANK OF AMERICA	FLIGHT REIMBURSEMENT	00100020.549000.	88.16
	BANK OF AMERICA	CONFERENCE REIMBURSEMENT	00100020.549000.	435.00
	BANK OF AMERICA		00100110.549000.	57.20
	BANK OF AMERICA		00103010.543000.	27.20
	BANK OF AMERICA		00105380.543000.	27.20
	BANK OF AMERICA	FLIGHT REIMBURSEMENT	10111160.549000.	44.08
	BANK OF AMERICA	CONFERENCE REIMBURSEMENT	40143410.549000.	955.00
	BANK OF AMERICA	FLIGHT REIMBURSEMENT	40143410.549020.	220.40
	BANK OF AMERICA		40145040.549000.	44.08
	BANK OF AMERICA		41046060.549000.	44.08
38667	THE BANK OF NEW YORK	ADMINISTRATION FEE	45000085.549000.	301.75
38668	BARRON HEATING AIR CONDITIONING	WATER LEAKING CEILING-LIBRARY	00112572.548000.	659.14
	BARRON HEATING AIR CONDITIONING	REPAIR SQUEALING BELT-LIBRARY	00112572.548000.	830.03
	BARRON HEATING AIR CONDITIONING	REPLACE T-STAT-WWTP	40142480.548000.	575.48
38669	TERI BELL-MCCANN	MILEAGE/MEAL TRAINING	40143410.549000.	18.15
38670	OWEN EQUIPMENT COMPANY	NOZZLE CB CLEANER	40142080.531000.	246.58
38671	DIANE BERGMAN	4X6 MAT BOARDS-RIBBON CUTTING	40220594.563000.W0003	65.06
38672	BICKFORD FORD-MERCURY	16" WHEELS	501.141100.	327.06
38673	BILLS BLUEPRINT INC	COUNTY FILES	00102020.549000.	59.88
	BILLS BLUEPRINT INC		00102020.549000.	89.68
38674	BLUE MARBLE ENVIRONMENTAL	PROF. SERV. RECYCLING PROGRAM	41046290.541000.	3,034.14
38675	BLUMENTHAL UNIFORMS & EQUIPMENT	TIE BAR, BELT- CHIEF SMITH	00103010.526000.	30.30
	BLUMENTHAL UNIFORMS & EQUIPMENT	MAG POUCH BERETTA-LAMOUREAUX	00103010.526000.	81.49
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM SHIRTS, BELT- R. SMITH	00103010.526000.	143.45
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS, HAT-CHIEF SMITH	00103010.526000.	181.59
	BLUMENTHAL UNIFORMS & EQUIPMENT	COLLAR BRASS, 2 STARS	00103222.526000.	60.71
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM SHIRT- D. DREYER	00104230.526000.	54.35
38676	BOB BARKER COMPANY	INMATE CLOTHING	00103960.531000.	667.13
38677	BRATWEAR	JUMPSUIT-OATES	00103222.526000.	449.89
38678	BRIM TRACTOR COMPANY, INC.	FUEL TANK HOSE-#253	50100065.534000.	77.00
	BRIM TRACTOR COMPANY, INC.	FUEL TANK HOSE- #253	50100065.534000.	78.08
38679	DAVE BUTTON	GUIDE- RIVER FLOAT TRIP	00105120.541020.	1,275.75
38680	TONY CAMPBELL	REFUND DEPOSIT- JENNINGS BARN	001.239100.	58.00
38681	CAPTAIN DIZZYS EXXON	CAR WASH	00102020.543000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES- POLICE	00103121.548000.	4.50
	CAPTAIN DIZZYS EXXON		00103222.548000.	31.50
	CAPTAIN DIZZYS EXXON		00104230.548000.	9.00
38682	CARR'S ACE HARDWARE	MISC. HARDWARE SUPPLIES	10110564.531000.	47.10
	CARR'S ACE HARDWARE	LIGHT FIXTURE, COUPLINGS	10110564.548000.	254.39
	CARR'S ACE HARDWARE	D BATTERIES, BUSHINGS	40142080.531000.	24.61
38683	CASCADE COFFEE INC	COFFEE SERVICE, SUPPLIES-KBSCC	10605250.549000.	70.00
38684	CASCADE MAILING	UB MAILING	00143523.542000.	193.28

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 4/24/2007 TO 4/25/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38684	CASCADE MAILING	UB MAILING	00143523.542000.	216.01
38685	CASCADE NATURAL GAS	SERVICE-STILLY FILTER PLANT	40141580.531000.	1,323.72
38686	PETER COLLERAN	TWO CASH TILLS- PRO SHOP	42047267.531000.	217.03
38687	JUDY COONTS	SUPPLIES FOR VAR	00100110.549000.	304.64
38688	CO-OP SUPPLY	LUBRICANT	00105380.531000.	3.55
	CO-OP SUPPLY	MISC. MOWING TRAILER SUPPLIES	40142080.548000.	19.05
38689	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,466.05
38690	WA DEPT OF CORRECTIONS	WORK CREW, SUPERVISOR, TRANSP	00105380.549000.	684.00
38691	DICKS TOWING INC	EVIDENCE IMPOUND	00103222.541000.	43.44
38692	DIJULIO DISPLAYS INC	CLEAR REPLACEMENT BULBS	00105380.531000.	1,143.23
38693	DORFMAN-PACIFIC CO INC	CAPS: STRUCTURED, SANDWICH	420.141100.	389.58
38694	E&E LUMBER INC	MISCELLANEOUS FASTENERS	00103222.531000.	2.60
	E&E LUMBER INC	33" MARKING STICK, "STRIPE"	00103222.531000.	42.07
	E&E LUMBER INC	DRAIN OUT	00105380.531000.	4.11
	E&E LUMBER INC	CEMENT,PRIMER,TRANSPLANTER	00105380.531000.	15.20
	E&E LUMBER INC	PVC COUPLINGS	00105380.531000.	17.97
	E&E LUMBER INC	FASTENERS, DRILL BIT	00105380.531000.	24.94
	E&E LUMBER INC	PAINT COVERS, TRAY, PRO ARM	00105380.531000.	43.38
	E&E LUMBER INC	CONCRETE, TARP, BLOCKS	00105380.531000.	57.91
	E&E LUMBER INC	E-BOLT, QUIK LINKS,PULLEY	00105380.531000.	70.79
	E&E LUMBER INC	PADLOCKS, TELESCOPING LOPPER	40142080.548000.	78.09
38695	EDGE ANALYTICAL INC	LAB SAMPLES-NW TRANSMISSION	40140780.541000.	108.00
38696	ESRI	ARCVIEW LICENSES X 3	40143410.535000.	3,902.40
38697	ETONIC WORLDWIDE LLC	GOLF SHOES	420.141100.	1,836.18
38698	THE DAILY HERALD COMPANY	AD FOR P/T SOCCER REF	00105120.544000.	194.52
	THE DAILY HERALD COMPANY	AD FOR PARKS SEASONAL-ONGOING	00105120.544000.	970.84
	THE DAILY HERALD COMPANY	AD FOR SOLID WASTE COLLECTOR	40143410.544000.	261.18
	THE DAILY HERALD COMPANY	AD FOR SURFACE WATER TECH	40143410.544000.	544.44
	THE DAILY HERALD COMPANY	AD FOR GC GROUNDSKEEPER	42047061.544000.	108.30
	THE DAILY HERALD COMPANY	AD FOR COMPUTER SUPPORT TECH	50300090.549000.	544.44
38699	FAMILY KARATE RONIN DOJO	TRAINING FACILITY RENTAL	00103222.545000.	900.00
38700	FASCHING, DEBBIE & DONALD	UB 840067000000 7650 68TH ST N	401.122110.	22.31
38701	FINANCIAL CONSULTING GROUP, INC.	SERVICES THRU MARCH 2007	41046060.541000.	2,230.00
	FINANCIAL CONSULTING GROUP, INC.		41046060.541000.	3,800.00
38702	FEDEX	PACKAGE SENT TO HEALTH DEPT.	40143610.549000.	14.36
38703	FERRELLGAS	120 GALLON TANK RENTAL	10110130.531000.	13.56
	FERRELLGAS		10110564.531000.	13.56
	FERRELLGAS		40140980.531000.	13.56
	FERRELLGAS		41046060.531000.	13.57
38704	CHRIS FLOYD	INSTRUCTOR-KINDERMUSIK 3RD PAY	00105120.541020.	2,533.99
38705	FROTHINGHAM, THERESA	UB 651051800000 10518 63RD DR	401.122110.	182.11
38706	GENERAL CHEMICAL CORP	ALUMINUM SULFATE- 11.87 TONS	40142480.531320.	3,246.36
38707	GLORIA JEANE HAULING & HWY REHAB IN	ROAD GRINDING 3/26/07	40142080.548000.	1,500.00
38708	GRAY AND OSBORNE	PAY ESTIMATE #7	40220594.563000.W0607	245.26
38709	GRAYBAR ELECTRIC CO INC	ELECTRICAL TESTER	00105380.535000.	134.26
38710	GREATER BAY CAPITAL	MAIL MACHINE 2006 PROPERTY TAX	00100020.542000.	13.82
	GREATER BAY CAPITAL		00102020.542000.	22.13
	GREATER BAY CAPITAL		10111230.542000.	2.76
	GREATER BAY CAPITAL		40143410.542000.	11.06
	GREATER BAY CAPITAL		41046170.542000.	2.76
	GREATER BAY CAPITAL		50100065.545000.	1.38
	GREATER BAY CAPITAL		50200050.545000.	1.38

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38711	GREENSHIELDS INDUSTRIAL SUPPLY	HYDRAULIC HOSE COUPLERS	501.141100.	300.66
	GREENSHIELDS INDUSTRIAL SUPPLY		501.141100.	420.92
38712	JUDY HARCROW	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
38713	HAWKINS, MEL & SHIRLEY	UB 570703800001 17610 29TH AVE	401.122110.	191.33
38714	HD FOWLER COMPANY	FLANGE GASKETS	401.141400.	29.06
	HD FOWLER COMPANY		401.141400.	130.74
	HD FOWLER COMPANY	9.4" X 12" REPAIR CLAMPS	401.141400.	298.52
	HD FOWLER COMPANY	FLANGE GASKETS	401.141400.	363.17
	HD FOWLER COMPANY	POLYMER COVERS	401.141400.	490.07
	HD FOWLER COMPANY	1" RESETTERS	401.141400.	726.62
	HD FOWLER COMPANY	POLYMER COVERS, METER BOX BASE	401.141400.	1,218.93
	HD FOWLER COMPANY	2" COMBINATION AIR VALVE	40140980.548000.	514.29
38715	HD SUPPLY WATERWORKS, LTD	TRANSITION GASKET	40140580.531000.	5.53
38716	HDR ENGINEERING, INC.	PAY ESTIMATE #3	30500030.563000.R0502	41,750.92
38717	CHRIS HORNUNG	MILEAGE-DV TRAINING BELLINGHAM	00100050.543000.	65.47
38718	NOEL NIETO	INTERPRETER SERVICES	00102515.549000.	128.60
38719	IOS CAPITAL	COPER RENTAL 4/1-4/30/07	00100020.545000.	125.63
	IOS CAPITAL	COPIER RENTAL- COURT	00100050.548000.	156.47
	IOS CAPITAL	COPIER RENTAL- CITY HALL	00100310.549000.	144.97
	IOS CAPITAL		00101023.545000.	217.45
	IOS CAPITAL		00101130.548000.	217.45
	IOS CAPITAL	COPIER RENTAL- PW	00102020.545000.	31.40
	IOS CAPITAL	COPER RENTAL 4/1-4/30/07	00102020.545000.	219.83
	IOS CAPITAL	COPIER-PATROL 4/07- 5/06/07	00103222.545000.	64.08
	IOS CAPITAL	COPIER- CUSTODY 4/6 -5/5/07	00103960.545000.	186.92
	IOS CAPITAL	COPIER- RECORDS 4/6- 5/5/07	00104190.545000.	201.57
	IOS CAPITAL	COPIER RENTAL- RECORDS	00104190.545000.	216.79
	IOS CAPITAL	COPIER- RECORDS 4/1-4/30/07	00104190.545000.	453.49
	IOS CAPITAL	COPIER 9/30/06-10/29/06	00105380.545000.	102.65
	IOS CAPITAL	COPIER- 1/30/07 TO 2/27/07	00105380.545000.	324.84
	IOS CAPITAL	COPIER- 12/30/06 TO 1/29/07	00105380.545000.	340.02
	IOS CAPITAL	COPIER RENTAL- PARKS	00105380.545000.	346.93
	IOS CAPITAL	COPIER 10/30/06- 11/29/06	00105380.545000.	422.20
	IOS CAPITAL	COPIER- 11/30/06 TO 12/29/06	00105380.545000.	591.78
	IOS CAPITAL	COPIER RENTAL- CITY HALL	00143523.545000.	869.81
	IOS CAPITAL	COPIER RENTAL -PW	10111230.545000.	113.91
	IOS CAPITAL	COPIER- WWTP	40142480.545000.	136.72
	IOS CAPITAL	COPIER RENTAL- PW	40143410.545000.	31.40
	IOS CAPITAL	COPIER RENTAL -PW	40143410.545000.	113.91
	IOS CAPITAL	COPER RENTAL 4/1-4/30/07	40143410.545000.	219.83
	IOS CAPITAL		50100065.545000.	31.40
	IOS CAPITAL	COPIER RENTAL 4/1 - 4/30/07	50100065.545000.	102.06
	IOS CAPITAL	COPER RENTAL 4/1-4/30/07	50200050.545000.	31.40
38720	INTERNATIONAL SOCIETY OF ARBORICULT	MEMBERSHIP DUES	00102020.549000.	155.00
	INTERNATIONAL SOCIETY OF ARBORICULT	TRAINING MATERIAL	00102020.549000.	190.05
38721	INTERNATL ASSOC. CHIEFS OF POLICE	MEMBERSHIP DUES- CHIEF SMITH	00103010.541000.	100.00
38722	IRON MOUNTAIN QUARRY LLC	CRUSHED ROCK - 63.07 TONS	10110130.531000.	479.02
	IRON MOUNTAIN QUARRY LLC	CRUSHED ROCK-226.21 TONS	10110130.531000.	1,718.06
38723	RUSS IRVIN	FUEL, MEALS-TRAINING IN YAKIMA	00103960.543000.	17.78
	RUSS IRVIN		00103960.543000.	34.51
38724	JONES & CO. PETS	36" GOLD EX PEN 00133	00104230.531000.	81.36
38725	JP COOKE COMPANY,THE	1000 "S" HOOKS-ANIMAL LICENSES	001.231700.	17.82

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38726	KENNEWICK POLICE DEPT.	DAVE COLEMAN-NAMOA REGIST FEE	00103222.549100.	170.00
	KENNEWICK POLICE DEPT.	DOUG LEE- NAMOA REGIST. FEE	00103222.549100.	170.00
	KENNEWICK POLICE DEPT.	JAMES MAPLES-NAMOA REGIST FEE	00103222.549100.	170.00
38727	KESSELRINGS	RIFLE AMMUNITION	00103740.535000.	2,749.68
	KESSELRINGS	REMINGTON RIFLES, AMMO,SLING	10308521.535000.	5,347.90
38728	KUSTOM SIGNALS INC	MOTORCYCLE LAS RADAR	00103222.549000.	2,346.45
38729	ROBERT LAMOUREUX	COFFEE- SWEARING IN OF CHIEF	00103010.549000.	26.04
38730	KAREN LAMPHERE	NUTRITION INSTRUCTOR	00105120.541020.	75.00
38731	LANE & ASSOCIATES	PAY ESTIMATE #5	30500030.563000.R0301	12,976.03
38732	LASTING IMPRESSIONS INC	PRINTED SHIRTS, COATS & HATS	00105380.526000.	2,510.22
	LASTING IMPRESSIONS INC	UNIFORM SHIRTS & JACKETS	42047165.526000.	878.96
38733	LEGEND DATA SYSTEMS INC	BADGE HOLDERS	00100310.531000.	42.36
38734	LILLIE LEIN	MILEAGE-MEETINGS MERCER ISLAND	00101130.543000.	79.12
38735	WA STATE LEOFF EDUCATION ASSOCIATIO	WA STATE LEOFF CONF-T. SMITH	00100310.549000.	310.00
38736	DEPT OF LICENSING	CARLSON, WILLIAM-CPL ORIGINAL	001.237020.	18.00
	DEPT OF LICENSING	HILL, MICHAEL- CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	LANGDON,TRACY- ORIGINAL CPL	001.237020.	18.00
	DEPT OF LICENSING	LONNEKER, JAY-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	MENNOW, KATIE- CPL ORIGINAL	001.237020.	18.00
	DEPT OF LICENSING	TANNER, BRANDON- ORIGINAL CPL	001.237020.	18.00
38737	MARYSVILLE MUNICIPAL COURT	BANK CARD FEES	00100050.541000.	389.13
38738	MARYSVILLE GLOBE	ORDINANCE, NOTICES	00100310.544000.	47.74
	MARYSVILLE GLOBE		00102020.544000.	43.40
	MARYSVILLE GLOBE		00102020.544000.	47.74
	MARYSVILLE GLOBE		00102020.544000.	52.08
	MARYSVILLE GLOBE	AD FOR PARKS SEASONAL (ONGOING	00105120.544000.	583.40
	MARYSVILLE GLOBE	AD FOR MAINTENANCE WORKER II	40143410.544000.	89.15
38739	MARYSVILLE PAINT & DECORATING	4 GAL CHROME GREEN PAINT	00105380.531000.	158.80
38740	MARYSVILLE PRINTING	DATE STAMP FRONT COUNTER	00100020.531000.	14.28
	MARYSVILLE PRINTING	8 RMS WHITE LINEN PAPER- PG 2	00100020.531000.	63.61
	MARYSVILLE PRINTING	DATE STAMP FRONT COUNTER	00102020.531000.	14.28
	MARYSVILLE PRINTING	8 RMS WHITE LINEN PAPER- PG 2	00102020.531000.	63.61
	MARYSVILLE PRINTING	6000 FISHING DERBY FLYERS	00105120.531050.	211.58
	MARYSVILLE PRINTING	DATE STAMP FRONT COUNTER	40143410.531000.	14.30
	MARYSVILLE PRINTING	8 RMS WHITE LINEN PAPER- PG 2	40143410.531000.	63.65
	MARYSVILLE PRINTING	BUSINESS CARDS- CHRIS BROWN	50300090.531000.	113.82
38741	MARYSVILLE SCHOOL DISTRICT #25	BASKETBALL COACHES-CEDARCREST	00105120.531040.	8.75
	MARYSVILLE SCHOOL DISTRICT #25	BASKETBALL SKILLS-CEDARCREST	00105120.531040.	120.00
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-KELLOGG MAR	00105120.531040.	126.00
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL DRAFT-MJHS	00105120.531040.	127.00
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-LIBERTY	00105120.531040.	165.50
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-PINEWOOD	00105120.531040.	171.50
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-CASCADE	00105120.531040.	213.50
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-SHOULTES	00105120.531040.	288.00
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-SUNNYSIDE	00105120.531040.	339.50
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-MARSHALL	00105120.531040.	471.00
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-MJHS	00105120.531040.	1,043.67
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-CEDARCREST	00105120.531040.	1,222.50
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-MMS	00105120.531040.	1,459.25
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-QUIL CEDA	00105120.531040.	1,465.75
	MARYSVILLE SCHOOL DISTRICT #25	YOUTH BASKETBALL-ALLEN CREEK	00105120.531040.	1,700.75
	MARYSVILLE SCHOOL DISTRICT #25	ULTIMATE BASKETBALL CAMP 12/27	00105120.531090.	158.50

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38742	CITY OF MARYSVILLE	6915 ARMAR RD -WATER	00105380.547000.	38.10
	CITY OF MARYSVILLE	6915 ARMAR RD-WTR, STORMWATER	00105380.547000.	73.93
	CITY OF MARYSVILLE	5315 64TH AV NE-WATER, SEWER	00105380.547000.	190.80
	CITY OF MARYSVILLE	6915 ARMAR RD- WATER,SEWER	00105380.547000.	190.80
	CITY OF MARYSVILLE	6915 ARMAR RD- WATER, SEWER	00105380.547000.	296.30
	CITY OF MARYSVILLE	6915 ARMAR RD-WATER,GBG,SEWER	00105380.547000.	2,371.90
	CITY OF MARYSVILLE	6120 GROVE ST-W,G,S, STORMWTR	00112572.547000.	861.90
38743	MCCLOUGHLIN & EARDLEY CORP	STROBE BULB REPLACEMENTS	501.141100.	76.67
	MCCLOUGHLIN & EARDLEY CORP		501.231700.	-6.01
38744	MEDICAL DIAGNOSTIC SPECIALTIES	MEDICAL EVALUATION-SOREN	00103010.551000.	318.00
38745	MONTEITH, DAN & CHA	UB 460490000002 5705 143RD PL	401.122110.	41.88
38746	MORGAN, DENNIS & ROSEMARIE	UB 761282000001 7225 63RD PL N	401.122110.	212.90
38747	MURPHY, THOMAS	UB 331481500000 14815 45TH DR	401.122110.	60.93
38748	MUTUAL MATERIALS CO	MATERIALS- LANDSCAPE WALL	00105380.531000.	1,670.78
38749	NELSON TRUCK EQUIP CO., INC	CUSTOM RUNNING BOARDS- #249	50100065.548000.	742.70
38750	NEWMAN TRAFFIC SIGNS	LIFT STATION SIGNS	401.231700.	-31.50
	NEWMAN TRAFFIC SIGNS		40142280.549000.	402.06
38751	MARTY NORSEBY	MILEAGE-ELECTRICITY CLASS	50200050.543000.	49.00
38752	NORTH SOUND HOSE & FITTINGS	DISCHARGE HOSE, COUPLINGS	40140980.531000.	165.18
38753	NORTHWEST CASCADE INC	HONEY BUCKET RENTAL- DEERING	00105380.545000.	102.18
38754	OFFICE DEPOT	CREDIT MEMO-RETURN CARDSTOCK	00100020.531000.	-7.44
	OFFICE DEPOT	DRAWER ORGANIZER	00100020.531000.	3.12
	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	00100020.531000.	6.54
	OFFICE DEPOT		00100020.531000.	8.12
	OFFICE DEPOT	DATE STAMP	00100020.531000.	8.48
	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	00100020.531000.	9.00
	OFFICE DEPOT		00100020.531000.	11.19
	OFFICE DEPOT	ENGINEERING PADS	00100020.531000.	13.50
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	00100020.531000.	35.11
	OFFICE DEPOT	COPIER PAPER, INK CARTRIDGES	00100020.531000.	46.11
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	00100020.531000.	141.57
	OFFICE DEPOT	OFFICE SUPPLIES	00100050.531000.	102.01
	OFFICE DEPOT	CREDIT MEMO-RETURN CARDSTOCK	00102020.531000.	-32.24
	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	00102020.531000.	6.54
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	00102020.531000.	24.80
	OFFICE DEPOT	PENS	00102020.531000.	34.12
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	00102020.531000.	35.11
	OFFICE DEPOT	COPIER PAPER, INK CARTRIDGES	00102020.531000.	46.11
	OFFICE DEPOT	INK CARTRIDGE, CLIPBOARDS	00102020.531000.	107.62
	OFFICE DEPOT	HANGING LTR POCKET, FOLDERS	00103010.531000.	23.63
	OFFICE DEPOT	LASERJET CARTRIDGE, CDR 100-PK	00103121.531000.	147.80
	OFFICE DEPOT	COPY PAPER, OFFICE SUPPLIES	00103222.531000.	229.40
	OFFICE DEPOT		00103960.531000.	8.08
	OFFICE DEPOT	12X15 ENVELOPES W/CLASP	00104190.531000.	40.51
	OFFICE DEPOT	COPY PAPER, OFFICE SUPPLIES	00104190.531000.	239.97
	OFFICE DEPOT	HANGING LTR POCKET, FOLDERS	00104190.531000.	536.88
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	10111230.531000.	9.35
	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	10111230.531000.	14.75
	OFFICE DEPOT	LASER JET PRINTER-WWTP	40142480.531000.	435.59
	OFFICE DEPOT	CREDIT MEMO-RETURN CARDSTOCK	40143410.531000.	-7.44
	OFFICE DEPOT	DRAWER ORGANIZER	40143410.531000.	3.12
	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	40143410.531000.	6.55

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38754	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	40143410.531000.	8.12
	OFFICE DEPOT		40143410.531000.	9.01
	OFFICE DEPOT		40143410.531000.	11.19
	OFFICE DEPOT	DATE STAMP	40143410.531000.	21.21
	OFFICE DEPOT	DOOR KNOB HANGERS	40143410.531000.	24.11
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	40143410.531000.	35.12
	OFFICE DEPOT	COPIER PAPER, INK CARTRIDGES	40143410.531000.	46.11
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	40143410.531000.	46.27
	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	40143410.531000.	82.63
	OFFICE DEPOT	CREDIT MEMO-RETURN CARDSTOCK	50100065.531000.	-1.25
	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	50100065.531000.	2.03
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	50100065.531000.	5.86
	OFFICE DEPOT	DATE STAMP	50100065.531000.	6.37
	OFFICE DEPOT	COPIER PAPER, INK CARTRIDGES	50100065.531000.	7.70
	OFFICE DEPOT		50100065.531000.	21.64
	OFFICE DEPOT	CREDIT MEMO-RETURN CARDSTOCK	50200050.531000.	-1.24
	OFFICE DEPOT	CHAIRMATS, ENVELOPES, CARDSTCK	50200050.531000.	2.03
	OFFICE DEPOT	PAPER, CARDSTOCK, INK	50200050.531000.	5.85
	OFFICE DEPOT	DATE STAMP	50200050.531000.	6.36
	OFFICE DEPOT	COPIER PAPER, INK CARTRIDGES	50200050.531000.	7.70
	OFFICE DEPOT		50200050.531000.	21.64
38755	ORIENTAL TRADING CO INC	CRAFT SUPPLIES- ASAP PROGRAM	00105120.531070.	118.40
	ORIENTAL TRADING CO INC	CRAFT SUPPLIES-SUMMER DAY CAMF	00105120.531080.	255.53
38756	OVERALL LAUNDRY SERVICES INC	MAT CLEANING- WWTP	40142480.598100.	7.91
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING-PW ADMIN BLDG	40143410.549000.	87.87
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING-MEZZANINE	40143780.549000.	13.55
	OVERALL LAUNDRY SERVICES INC		40143780.549000.	20.21
	OVERALL LAUNDRY SERVICES INC	UNIFORM CLEANING- MECHANICS	50100065.526000.	52.67
38757	PAC RIM CODE SERVICES	PLAN REVIEW SERVICE	00102020.541000.	5,688.92
38758	PACIFIC POWER BATTERIES	DEEP CYCLE, 115 AMP BATTERIES	10110070.541000.	422.07
38759	PACIFIC POWER PRODUCTS	ROTARY BLADES	42047165.548000.	149.67
38760	PACIFIC TOPSOILS INC	DUMP ASPHALT-36, CONCRETE-12	10110130.531000.	435.24
	PACIFIC TOPSOILS INC	DUMP CONCRETE (QTY 8)	10110361.531000.	44.95
	PACIFIC TOPSOILS INC	DUMP CONCRETE QTY 8	10110361.531000.	44.95
	PACIFIC TOPSOILS INC	DUMP CONCRETE (QTY 20)	10110361.531000.	112.38
	PACIFIC TOPSOILS INC	DUMP CONCRETE QTY 20	10110361.531000.	112.38
38761	PATRICKS PRINTING	NOTICE OF HEARINGS	00100050.531000.	156.83
	PATRICKS PRINTING	BUSINESS CARDS/ PROBATION CARD	00100050.531000.	181.36
	PATRICKS PRINTING	COURT DATE NOTICES	00100050.531000.	201.90
	PATRICKS PRINTING	ENVELOPES 9 X 12	00100050.531000.	290.19
	PATRICKS PRINTING	PUBLIC DEFENDER NOTICES	00100050.531000.	297.22
	PATRICKS PRINTING	LETTERHEAD	00100050.531000.	323.63
	PATRICKS PRINTING	ENVELOPES, NOC, FINDING SENT	00100050.531000.	1,261.40
38762	LAURIE HUGDAHL	COUNCIL MINUTE TAKING SVC 4/09	00101130.541000.	138.00
38763	PETROCARD SYSTEMS INC	FUEL- COMMUNITY DEVELOPMENT	00102020.532000.	565.47
	PETROCARD SYSTEMS INC	FUEL- POLICE	00103222.532000.	4,120.82
38764	PETTY CASH - GOLF	REPLENISH PETTY CASH	42047061.549000.	76.50
	PETTY CASH - GOLF		42047061.549000.	300.00
	PETTY CASH - GOLF	OFFICE SUPPLIES, AQUA GUN	42047267.531000.	9.75
	PETTY CASH - GOLF		42047267.531000.	86.09
38765	PHICORE HEALTH SERVICES, LLC	TRAINING- SAFETY	00100310.531200.	580.00
38766	DENISE FREEMAN	JUMPSUIT- J. JOHNSON	00103222.526000.	371.27

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 4/24/2007 TO 4/25/2007

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38767	PNCWA	PNCWA DUES- D. ROODZANT	40142480.549000.	25.00
	PNCWA	PNCWA DUES- FRANK STAIR	40142480.549000.	25.00
	PNCWA	PNCWA DUES- JOHN FILORI	40142480.549000.	25.00
38768	PUBLIC FINANCE INC.	LID ADMINISTRATION	00100011.549000.	106.33
	PUBLIC FINANCE INC.		45000085.549000.	956.99
38769	PUD NO 1 OF SNOHOMISH COUNTY	ACCT. 418-001-612-5	00100010.547000.	2,865.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT. 345-002-210-2 AREA LIGHT	00105380.547000.	15.25
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 274-001-574-4	00105380.547000.	130.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 501-001-656-5	00105380.547000.	142.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 411-002-222-7	00105380.547000.	160.85
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT. 341-007-063-9 DEERING	00105380.547000.	259.77
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT.# 910-002-522-1	00105380.547000.	563.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 490-001-155-4	00112572.547000.	3,015.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 343-042-303-2	10110463.547000.	697.79
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 527-001-632-1	10110564.531000.	512.02
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 423-001-351-0	10110564.547000.	48.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 564-001-175-4	10110564.547000.	99.68
	PUD NO 1 OF SNOHOMISH COUNTY	225 STATE AVE 230-075-562-2	10110564.547000.	112.74
	PUD NO 1 OF SNOHOMISH COUNTY	162-000-094-1 TRAFFIC LIGHT	10110564.547000.	533.59
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 493-001-880-1	40140180.547000.	29.66
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT. 540-011-293-3	40140180.547000.	124.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 335-001-900-0	40140180.547000.	574.18
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 401-001-485-2	40140180.547000.	2,240.25
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 224-078-532-5	40141580.547000.	1,284.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 243-001-286-0	40142280.547000.	532.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 461-029-794-9	40142480.547000.	6,726.32
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 370-002-191-2	40142480.547000.	7,301.91
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 447-001-040-8	40142480.547000.	13,386.08
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 543-001-067-7	40143410.547000.	27.60
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 289-075-529-7	40143780.547000.	1,216.15
38770	PUGET SOUND SECURITY	DUPLICATE KEYS	00103222.531000.	16.00
	PUGET SOUND SECURITY	RIFLE CASE	00103222.531000.	21.69
	PUGET SOUND SECURITY	(2) DUPLICATE KEYS	00105380.531000.	4.23
38771	R&R PRODUCTS INC	BEARING AND SEAL	42047165.548000.	138.45
	R&R PRODUCTS INC	TIRE AND WHEEL ASSEMBLY	42047165.548000.	173.49
38772	RADIOSHACK	PATCH CABLES, 5-PORT SWITCHES	30500030.563000.R9701	160.03
38773	RESPONSE LAW, INC.	REG. FEES- ZARETZKE, L. BUELL	00103528.549100.	185.00
	RESPONSE LAW, INC.		00103528.549100.	185.00
38774	PAUL ROBERTS	TRAVEL-CONFERENCE, MEETINGS	40143410.549000.	142.88
38775	MARIA P P ROOT PH D	FITNESS FOR DUTY EVALUATION	00103010.541000.	1,285.00
38776	SCIENTIFIC SUPPLY & EQUIPMENT INC	MFC BROTH W/O ROSOLIC ACID	40142480.531400.	152.26
38777	SEBCO, INC	REFUND-PAID MITIGATION FEES 2X	30516344.348001.	3,965.00
38778	SHAWN & DENAE BUNNELL	UB 751625051501 7112 55TH PL N	401.122110.	176.23
38779	SHEPARD, KATE	UB 625025000000 5025 104TH PL	401.122110.	70.08
38780	SHEPARD, KATE		401.122110.	130.60
38781	SNOHOMISH COUNTY SHERIFFS OFFICE	ETCHIESON, KELEE JO	001.229050.	550.00
38782	SIX ROBBLEES INC	SNOW TIRE CHAINS	501.141100.	245.76
38783	SNELSON COMPANIES, INC.	PAY ESTIMATE #2	402.223400.	-409.04
	SNELSON COMPANIES, INC.		40230594.563000.S0007	8,876.16
38784	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES 3/07	41046060.551000.	102,912.00
38785	SOLID WASTE SYSTEMS INC	CUROTTO CAN TIME DELAY MODULE	50100065.534000.	304.74
	SOLID WASTE SYSTEMS INC	ROCKER SWITCH, JOYSTICK	50100065.534000.	1,198.54

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/24/2007 TO 4/25/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38786	SOUND SAFETY PRODUCTS CO INC	SAFETY VESTS	501.141100.	74.12
38787	SPECIALTY CIGARS INT'L INC	CIGARS	420.141100.	128.40
38788	SPIKES GOLF SUPPLIES INC	TEES AND PENCILS	420.141100.	251.34
38789	SPRINGBROOK NURSERY	2 YARDS 5/8 GRAVEL	00105380.531000.	35.50
	SPRINGBROOK NURSERY	PEA GRAVEL, 1 YRD	10110361.531000.	20.71
38790	WASHINGTON STATE PATROL	FINGERPRINT BACKGROUND CHECKS	001.237100.	336.00
38791	SUN MOUNTAIN	UMBRELLA HOLDER KIT	420.141100.	16.89
38792	TAB NORTHWEST	LARGE LABEL LETTERS	00100050.531000.	68.54
38793	TERRA RESOURCE GROUP	TEMPS: POTTER, STARCHER	00100050.541000.	408.36
	TERRA RESOURCE GROUP		00100050.541000.	637.44
	TERRA RESOURCE GROUP	TEMP-B. BAGLEY	00105380.511000.	806.40
	TERRA RESOURCE GROUP	TEMPS: POTTER, STARCHER	00143523.541000.	29.88
	TERRA RESOURCE GROUP		00143523.541000.	388.44
	TERRA RESOURCE GROUP		00143523.541000.	629.22
	TERRA RESOURCE GROUP		00143523.541000.	825.20
38794	THOMPSON, JOY D	UB 042420090001 9729 64TH DR N	401.122110.	25.11
38795	TITLEIST	COBRA FP IRONS 4-PW DEMO	42047267.534000.	242.39
38796	TOVAR PROPERTIES	UB 984620000002 4620 71ST DR N	410.122100.	132.03
38797	TRIPLE D WELDING	FLAG POLE REPAIR-JENNINGS PARK	00105380.548000.	269.08
38798	TYLER TECHNOLOGIES, INC.	DIRECT DEPOSIT CHECK STOCK	00101023.531000.	136.30
38799	UNITED PARCEL SERVICE	SHIPPING CHARGES	00103222.542000.	4.84
	UNITED PARCEL SERVICE		00103222.542000.	7.70
	UNITED PARCEL SERVICE		00103222.542000.	9.88
	UNITED PARCEL SERVICE		00103222.542000.	15.18
	UNITED PARCEL SERVICE		00103222.542000.	19.14
38800	UNITED RENTALS	TRIMMER LINE	00105380.531000.	23.86
	UNITED RENTALS	CARPET CLEANER RENTAL 3/19/07	10111230.549000.	51.49
	UNITED RENTALS	DEHUMIDIFIER RENTAL 3/21	10111230.549000.	141.05
38801	VANOPDORP, TERRANCE	UB 470770000000 5318 144TH PL	401.122110.	21.75
38802	DAVID VASCONI	MILEAGE, MEALS- FTO ACADEMY	00104230.543000.	29.00
	DAVID VASCONI		00104230.543000.	39.85
38803	VERIZON NORTHWEST	ACCT#030211106496225401	40140080.541000.	30.20
	VERIZON NORTHWEST	ACCT#030211101696225800	40140380.541000.	30.20
	VERIZON NORTHWEST	ACCT 102778795907	40143410.542000.	60.38
38804	KATIE VOLKERS	REFUND-RENTAL DEPOSIT	001.239100.	58.00
38805	WESSPUR MACHINE SALES & SERVICE	ALTERNATOR-M008	50100065.534000.	488.54
38806	WHATCOM COUNTY AS FINANCE	1ST QTR TRANSPORT PRISONERS	00103960.551000.	5,909.75
38807	WHITING, CHARMAINE	UB 980068000001 5900 64TH ST N	410.122100.	114.94
38808	JEREMY WOOD	MEALS-BASIC DRUG ENF. TRAINING	00103121.543000.	167.17
38809	DONNA WRIGHT	MILEAGE- MEETINGS	00100060.543000.	77.06

**WARRANT TOTAL:**

**344,751.95**

**LESS VOIDS**

**\$344,751.95**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the May 2, 2007 Period 5 claims in the amount of \$731,826.31 paid by Check No.'s 38810 through 38956 with Check No. 37023 voided.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 4/27/2007 TO 5/2/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38810	DEPARTMENT OF LABOR & INDUSTRIES	L&I 1ST QTR 2007	00100050.524000.	26.50
	DEPARTMENT OF LABOR & INDUSTRIES		00103222.524000.	204.60
	DEPARTMENT OF LABOR & INDUSTRIES		00105120.524000.	77.81
	DEPARTMENT OF LABOR & INDUSTRIES		00105250.524000.	268.15
	DEPARTMENT OF LABOR & INDUSTRIES		00105515.549000.	2.89
	DEPARTMENT OF LABOR & INDUSTRIES		632.231430.	56,426.81
38811	AUTOMATIC FUNDS TRANSFER SERVICES	UB REMITTANCE PROCESSING	00143523.541000.	405.72
38812	ALL BRITE FLOOR MAINTENANCE	STRIP/WAX JENNINGS BARN FLOOR	00105380.548000.	350.00
38813	AOC FINANCIAL SERVICES	DMCMA SPRING CONFERENCE	00100050.543000.	115.00
	AOC FINANCIAL SERVICES	DMCMJA SPRING CONFERENCE	00100050.543000.	115.00
38814	ASCOM HASLER/GE CAP PROG	POSTAGE METER	00100050.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00100110.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00100310.531000.	44.27
	ASCOM HASLER/GE CAP PROG		00101023.531000.	44.27
	ASCOM HASLER/GE CAP PROG		40143410.531000.	44.27
38815	ASSOCIATION OF WASHINGTON CITIES	LAMOUREUX-WRITING GRANTS TRNG	00103010.549100.	85.00
38816	JAMES B BALLEW	REIMBURSE TAXI, FOAM BOARD	00105380.549000.	54.64
38817	BANK OF AMERICA	CONFERENCE REIMBURSEMENT	00102020.543000.	31.20
38818	BAXTER AUTO CENTER	MISC. TOOLS	41046060.535000.	152.64
38819	BICKFORD FORD-MERCURY	FRONT BRAKE ROTORS, PAD SET	501.141100.	274.48
38820	BILLS BLUEPRINT INC	COPYING FILES	00102020.549000.	113.56
	BILLS BLUEPRINT INC		00102020.549000.	123.11
	BILLS BLUEPRINT INC		00102020.549000.	128.38
	BILLS BLUEPRINT INC		00102020.549000.	148.54
	BILLS BLUEPRINT INC		00102020.549000.	197.91
38821	BLUMENTHAL UNIFORMS & EQUIPMENT	MAG POUCH BERETTA-LAMOUREAUX	00103010.526000.	27.69
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM SHIRTS-RINGEN	00103010.526000.	114.08
	BLUMENTHAL UNIFORMS & EQUIPMENT	BLACK BOOTS- R. SMITH	00103010.526000.	141.43
	BLUMENTHAL UNIFORMS & EQUIPMENT	CLASS A PANTS- R. SMITH	00103010.526000.	196.36
	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT: COLLAR BRASS 2 STARS	00103222.526000.	-52.01
	BLUMENTHAL UNIFORMS & EQUIPMENT	HOLSTER TACT	00103222.526000.	292.02
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM VEST-WENNERSTEN	00103222.526000.	881.82
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM VEST,TRAUMA PLT-ROBBIN	00103222.526000.	963.42
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM SHIRTS -DYE	00104190.526000.	34.76
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM SHIRTS-GLIDDEN	00104190.526000.	130.40
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM SHIRTS-VANDERSCHEL	00104190.526000.	153.24
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM SHIRTS-NYMAN	00104190.526000.	195.62
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS -NYMAN	00104190.526000.	252.92
38822	BOB BARKER COMPANY	INMATE SANDALS	00103960.531000.	57.25
38823	BRIDGESTONE GOLF	WOMEN'S GOLF GLOVES	42047267.534000.	27.81
38824	BROWER TINTING & GRAPHICS	WINDOW FILM/INSTALL -JAIL	00100025.562000.C0502	244.13
38825	BROWNS PLUMBING & PUMPS INC	REBUILD KIT-JENNINGS RESTROOMS	00105380.531000.	21.69
38826	DOUG BUELL	SCREEN PROJECTOR TRIPOD	00100720.549000.	216.99
38827	LARRY BUELL	MEAL REIMBURSEMENT-TRAINING	00103528.543000.	28.02
38828	GWENDOLYN R CAMPBELL PUBLIC POLICY	COMPENSATION GRIDS	00100110.541000.	1,230.00
38829	NITA CARROLL	REFUND	00110347.376020.	25.00
38830	CARR'S ACE HARDWARE	BRASS FITTINGS	40140180.531000.	47.51
	CARR'S ACE HARDWARE	6' X 8' TARP	40140580.531000.	4.33
	CARR'S ACE HARDWARE	BOLTS,CAP, PLUG, WASHERS	40140980.531000.	24.67
	CARR'S ACE HARDWARE	HAMMER,BUSHING,RIVETS	40140980.531000.	41.61
38831	CASCADE FASTENER INC	NYLON FASTENERS	42047165.548000.	18.23
38832	CASCADE MAILING	UB MAILING	00143523.542000.	252.06

**CITY OF MARYSVILLE**  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38833	CDW GOVERNMENT INC	SERVER AND NETWORK LICENSES	00100020.531000.	20.94
	CDW GOVERNMENT INC	COURT PRINTER, 3 PW TABLET PCS	00100050.535000.	1,558.15
	CDW GOVERNMENT INC	SERVER AND NETWORK LICENSES	00102020.549000.	20.94
	CDW GOVERNMENT INC		10400022.535000.	20.94
	CDW GOVERNMENT INC		40141280.535000.	20.94
	CDW GOVERNMENT INC	3 PW FIELD TABLET PC CASES	40143410.535000.	160.12
	CDW GOVERNMENT INC	3 PW FIELD TABLET PCS MAINTENC	40143410.535000.	309.24
	CDW GOVERNMENT INC	COURT PRINTER, 3 PW TABLET PCS	40143410.535000.	5,348.35
	CDW GOVERNMENT INC	SERVER AND NETWORK LICENSES	40145040.531000.	20.94
	CDW GOVERNMENT INC	W0101 WADE ROAD FIREWALL	40220594.563000.W0101	349.11
	CDW GOVERNMENT INC	RACK BOLT	50300090.531000.	8.76
	CDW GOVERNMENT INC	BACKUP TAPES	50300090.531000.	94.66
	CDW GOVERNMENT INC	CDS, CABLES, MONITOR	50300090.531000.	212.74
	CDW GOVERNMENT INC	MICE, KEYBOARDS, ADAPTERS	50300090.531000.	401.93
	CDW GOVERNMENT INC	SPAM SPYWARE UPDATE SUBSCRIPT	50300090.531000.	1,309.61
	CDW GOVERNMENT INC	CDS, CABLES, MONITOR	50300090.535000.	253.35
	CDW GOVERNMENT INC	SERVER AND NETWORK LICENSES	50300090.535000.	530.20
	CDW GOVERNMENT INC	REPLACEMENT PRINTER- JAIL	50300090.535000.	682.47
	CDW GOVERNMENT INC	EXCHANGE BACKUP SOFTWARE	50300090.549000.	504.54
38834	CENTEX HOMES	UB 038501000000 8501 79TH AVE	401.122110.	99.90
38835	CNR, INC	PHONE FOR COURTS	00100050.535000.	270.32
	CNR, INC	SERVER UPGRADE CHARGE	50300090.541000.	218.00
	CNR, INC	MAINTENANCE CONTRACT APRIL 07	50300090.541000.	416.38
	CNR, INC	ONSITE MAINTENANCE CHARGE	50300090.541000.	817.50
38836	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
38837	CONTRACT SOLUTIONS GROUP	CONSTUCT. WORKSHOP-GRUENHAGE	40145040.549000.	189.00
38838	WA DEPT OF CORRECTIONS	CREDIT FOR MUSTARD PACKETS	00103960.531250.	-14.00
	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,241.80
	WA DEPT OF CORRECTIONS		00103960.531250.	1,373.30
38839	WASHINGTON STATE CRIMINAL JUSTICE	FTO ACADEMY-HENNINGER/VASCONI	00103222.549100.	60.00
	WASHINGTON STATE CRIMINAL JUSTICE		00104230.549100.	60.00
38840	CUTTING EDGE TRAINING	GUNDERSON,LEE-PURSUIT TRAINING	00103222.549100.	129.00
	CUTTING EDGE TRAINING		00103222.549100.	129.00
38841	DAILY JOURNAL OF COMMERCE	BID NOTICE-TRAILER MOUNTED	50100048.564000.	206.50
38842	DAVIS DOOR	REPAIR KEY PAD SALLY PORT-PSB	00100010.548000.	600.55
38843	DELL MARKETING LP	PHOTO EVIDENCE PC	10400022.535000.	1,436.84
	DELL MARKETING LP	F.W. SCADA WORKSTATION UPGRADE	40142480.531000.	1,818.78
	DELL MARKETING LP	SURFACE WATER ENG. WORKSTATION	40145040.531000.	1,818.78
	DELL MARKETING LP	BACKUP TAPES	50300090.531000.	423.38
	DELL MARKETING LP	REPLACEMENT LAPTOP CASE	50300090.535000.	52.07
38844	ARLINE DEPALMA	INSTRUCT DRIFTWOOD SCULPTURE	00105250.541020.	176.80
38845	JAMES DESHERLIA	REFUND- CAMPS	00110347.376010.	280.00
38846	DICKS TOWING INC	EVIDENCE IMPOUND	00103222.541000.	43.44
	DICKS TOWING INC		00103222.541000.	43.44
	DICKS TOWING INC		00103222.541000.	43.44
	DICKS TOWING INC		00103222.541000.	43.44
38847	DMJM HARRIS	PAY ESTIMATE #24	40220594.563000.W0003	26,209.72
38848	DWYER INSTRUMENTS, INC.	SALES TAX NOT ON INV. 02482161	40142480.548000.	51.42
	DWYER INSTRUMENTS, INC.	ROTOMETERS	40142480.548000.	614.19
38849	E&E LUMBER INC	FASTENERS- CITY HALL	00103530.531000.	4.12
	E&E LUMBER INC	FASTENERS, COUPLINGS, ELBOWS	00103530.531000.	14.03
	E&E LUMBER INC	COUPLINGS, FILLER-CITY HALL	00103530.531000.	15.17

**CITY OF MARYSVILLE**  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38849	E&E LUMBER INC	PLUMBING PARTS-PETTING ZOO	00105380.531000.	9.46
	E&E LUMBER INC	TROWEL	00105380.531000.	13.55
	E&E LUMBER INC	HARDWARE-FLAG POLE REPAIR	00105380.531000.	30.49
	E&E LUMBER INC	PAINT, CAUTION TAPE	00105380.531000.	33.81
	E&E LUMBER INC	CLAMPS- COMEFORD FLAGPOLE	00105380.531000.	37.98
	E&E LUMBER INC	LUMBER, PAINT-COMEFORD SIGN	00105380.531000.	123.11
	E&E LUMBER INC	PLUMBING PARTS-PETTING ZOO	00105380.531000.	148.19
	E&E LUMBER INC	WALL PLATES - PW SHOP	40143780.531000.	5.82
	E&E LUMBER INC	FOOT BRIDGE BUILDING MATERIALS	42047165.531950.	484.93
38850	ELSTER AMCO WATER , INC	3" COMPOUND METER	40140980.531000.	2,382.01
38851	EMERALD RECYCLING	CREDIT MEMO:USED OIL PURCHASE	50100065.531000.	-32.50
	EMERALD RECYCLING	PARTS WASHER SVC, DISPOSAL FEE	50100065.531000.	185.21
38852	ENGINEERED CONTROL CONTROL SYSTEMS	CCTV CAMERAS- PSB	00100025.562000.C0502	526.60
38853	ESCHELON TELECOM INC.	PUBLIC WORKS ACCT 010496697	00100020.542000.	41.34
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	00100050.542000.	13.81
	ESCHELON TELECOM INC.	CITYHALL 010495321	00100050.542000.	91.20
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	00100110.542000.	21.51
	ESCHELON TELECOM INC.	CITYHALL 010495321	00100110.542000.	73.05
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	00100310.542000.	7.45
	ESCHELON TELECOM INC.	CITYHALL 010495321	00100310.542000.	36.75
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	00100720.542000.	2.91
	ESCHELON TELECOM INC.	CITYHALL 010495321	00100720.542000.	17.80
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	00101023.542000.	11.68
	ESCHELON TELECOM INC.	CITYHALL 010495321	00101023.542000.	56.14
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	00101130.542000.	1.21
	ESCHELON TELECOM INC.	CITYHALL 010495321	00101130.542000.	9.20
	ESCHELON TELECOM INC.	PUBLIC WORKS ACCT 010496697	00102020.542000.	81.76
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	00103530.542000.	4.74
	ESCHELON TELECOM INC.	CITYHALL 010495321	00103530.542000.	538.05
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	00143523.542000.	12.35
	ESCHELON TELECOM INC.	CITYHALL 010495321	00143523.542000.	62.82
	ESCHELON TELECOM INC.	PUBLIC WORKS ACCT 010496697	10111230.542000.	2.24
	ESCHELON TELECOM INC.		40142480.542000.	3.59
	ESCHELON TELECOM INC.		40143410.542000.	62.92
	ESCHELON TELECOM INC.		41046170.542000.	0.14
	ESCHELON TELECOM INC.		50100065.542000.	8.60
	ESCHELON TELECOM INC.		50200050.542000.	0.42
	ESCHELON TELECOM INC.	ACCT 010495318- CITY HALL	50300090.542000.	7.15
	ESCHELON TELECOM INC.	CITYHALL 010495321	50300090.542000.	27.43
38854	ESRI	ARCVIEW MAINTENANCE	00102020.549000.	3,287.74
	ESRI		40143410.534000.	3,287.73
	ESRI		40145040.549000.	3,287.73
38855	CITY OF EVERETT	ANIMALS TO SHELTER JAN-MAR 07	00104230.551000.	7,857.00
38856	FEDEX	MAILED 2 BOXES, IMCO BOOK	40220594.563000.W0003	44.40
38857	FLINT TRADING INC	PREMARK SIGNS	10110564.531000.	1,024.08
38858	FRAHM, FREDERICK & JULIE	UB 822300000001 5707 PARKSIDE	401.122110.	71.12
38859	JEFF FRANZEN	QUALIFICATION/TRAINING TARGETS	00103740.531000.	342.76
38860	KEASHIA GARNER	REFUND-SCHEDULE CONFLICT	00110347.376004.	41.00
38861	GOLDMAN, JEFF & JACKIE	UB 830918420000 7115 70TH AVE	401.122110.	37.20
38862	GRANDVIEW INC	REFUND BUILDING PERMIT FEES	00107322.321000.	2,022.55
	GRANDVIEW INC		00107322.321000.	2,067.35
38863	GREG RAIRDON'S DODGE CHRYSLER JEEP	REPLACED TRANSFER CASE #966	50100065.548000.	1,462.92

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38864	KRISTIE GUY	TRAVEL-AWC EMP HEALTH ACADEMY	00100310.543000.	307.58
38865	H & L SPORTING GOODS	3 DOZEN SOFTBALLS	001.231700.	-9.31
	H & L SPORTING GOODS		00105120.531010.	118.81
38866	HACH COMPANY	SWIFTEST FREE DISPENSER	40140780.531000.	251.38
38867	GORDON HALLGREN	TAI CHI CHUAN	00105120.541020.	257.89
38868	HALSTROM & ASSOCIATES, INC.	4/07 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
38869	HASLER, INC	POSTAGE METER LEASE 5/17-6/16	00103010.545000.	219.60
38870	HD FOWLER COMPANY	ELBOW BARB FOR FUNNY PIPE	00105380.531000.	1.24
	HD FOWLER COMPANY	HANDPUMP/ELBOW BARBS	00105380.535000.	59.91
	HD FOWLER COMPANY	MISC. BRASS PLUMBING PARTS	401.141400.	1,605.43
	HD FOWLER COMPANY	METER BOX BASES/LIDS	40140580.531000.	334.48
	HD FOWLER COMPANY	2" GLOBE VALVE FOR GOLF PUMP	42047165.531920.	143.26
38871	HEALTHFORCE OCCMED BILLING DEPT	OFFICER EXAM - WALLACE	00103010.541000.	472.00
	HEALTHFORCE OCCMED BILLING DEPT	RECERT EXAM HACKFORD,LAMBERT	40143410.541000.	108.00
38872	HOME DEPOT CREDIT SVCS	PLANTING MATERIALS-COMEFORD PK	00105380.531000.	43.91
38873	FRANCES HOWLAND	REFUND	00110347.376020.	11.00
	FRANCES HOWLAND		00110347.376020.	14.00
38874	IDEARC MEDIA CORP.	YELLOW PAGE AD	42047267.544000.	178.45
38875	IOS CAPITAL	COPIER RENTAL - PW	00100020.545000.	524.51
	IOS CAPITAL		00102020.545000.	174.84
	IOS CAPITAL	COPY MACHINE LEASE 4/12-5/11/0	00103121.545000.	694.49
	IOS CAPITAL	COPIER RENTAL - PW	40143410.545000.	174.84
	IOS CAPITAL	COPIER LEASE	42047165.545000.	85.34
38876	INNOVATION FIRST, INC.	REPLACEMENT SERVER RACK	50300090.535000.	797.81
38877	IRON MOUNTAIN QUARRY LLC	3/4" CRUSHED ROCK- 98.17 TONS	10110130.531000.	798.86
38878	JDS INC	2 ANEMOSTAT AFDL LOUVERS	00100025.562000.C0502	104.91
38879	DENNIS KENDALL	MILEAGE TO MEETINGS	00100110.549000.	107.96
38880	RALPH KRUSEY	REIMBURSE PRIORITY MAIL POSTAG	00103010.542000.	8.85
	RALPH KRUSEY	FUEL-INSPECT JAIL FACILITIES	00103010.543000.	32.50
38881	LAW ENFORCEMENT EQUIPMENT DISTRIBU	STREAMLIGHT REPLACE. BULB M3/6	00103222.531000.	111.74
38882	LAWN EQUIPMENT SUPPLY	PRIMING ASSY,AIR FILTER-TANAKA	00105380.598000.	61.35
38883	DOUG LEE	MEALS-BACKGRND CHK APPLICANT	00103010.543000.	88.00
38884	DEPT OF LICENSING	CHRISTIANSSEN,DEAN-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	DUFFY,BRITTNEY-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	PARRISH,GREGORY-CPL RENEWAL;	001.237020.	18.00
	DEPT OF LICENSING	REED,GUY-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	ROBLES,JUAN-CPL ORIGINAL	001.237020.	18.00
	DEPT OF LICENSING	STEWART,STEPHEN-CPL RENEWAL	001.237020.	18.00
	DEPT OF LICENSING	WILLIAMS,MITCHELL-CPL ORIGINAL	001.237020.	18.00
38885	DEPT OF LICENSING	CHARLES GRAVES-DEALER LICENSE	001.237080.	125.00
38886	LINKS TURF SUPPLY INC	REPLACEMENT BRUSH	42047165.531910.	31.92
38887	HAZEL LOREEN	REFUND	00110347.376020.	25.00
38888	LOWES HIW INC	PVC FITTINGS	40141580.531000.	45.28
	LOWES HIW INC	JOB BOX	40143410.535000.	301.91
38889	SUSANA MACIAS	REFUND DEPOSIT-JENNINGS BARN	001.239100.	58.00
38890	RENITA MACIVER	INSTRUCTOR-SWEDISH LEVEL 3	00105120.541020.	176.00
38891	MARYSVILLE FIRE DIST #12	FIRE CONTROL/EMERGENCY SERVICE	00109522.551000.	311,803.09
	MARYSVILLE FIRE DIST #12		00109526.551000.	111,733.96
38892	MARYSVILLE GLOBE	ORDINANCES/NOTICES	00102020.544000.	39.06
	MARYSVILLE GLOBE		00102020.544000.	47.74
	MARYSVILLE GLOBE		00102020.544000.	60.76
	MARYSVILLE GLOBE	AD FOR GIS TECHNICIAN	00102020.544000.	72.95

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38892	MARYSVILLE GLOBE	LEGAL ADS	00102020.544000.	169.26
	MARYSVILLE GLOBE	ORDINANCES/NOTICES	00102020.544000.	182.28
	MARYSVILLE GLOBE		50100048.564000.	91.14
38893	MARYSVILLE SIGN, INC	LAND USE SIGNS	00102020.531000.	574.51
38894	MARYSVILLE SKATE INN	SKATE PARTY FOR ASAP	00105120.531070.	38.00
38895	MARYSVILLE VAC & SEW	VACUUM AND BAGS- LIBRARY	00112572.531000.	200.62
38896	CITY OF MARYSVILLE	7115 GROVE ST	42047165.547000.	190.80
	CITY OF MARYSVILLE	7007 GROVE ST- WTR, GBG, SEWER	42047165.547000.	773.60
38897	MCGREGOR HARDWARE DISTRIBUTION	DEADLATCH LOCK- CITY HALL	00103530.531000.	37.30
38898	METROCALL INC	PAGER SERVICE	00103121.542000.	7.24
	METROCALL INC		00103121.542000.	7.24
	METROCALL INC		00103960.542000.	7.24
38899	MOOMEY, CAROL P	UB 761302581701 8126 80TH DR N	401.122110.	33.47
38900	MUMAW, LARRY	UB 750779000000 4828 73RD DR N	401.122110.	166.55
38901	STACY NISSEN	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
38902	NORTH SOUND HOSE & FITTINGS	EXHAUST HOSE, COUPLERS	40142080.531000.	335.32
38903	NORTHWEST CASCADE INC	HONEYBUCKET RENTAL-SOFTBALL	00105120.531010.	256.65
38904	OFFICE DEPOT	INK, PAPER, TAPE, DRY ERASERS	00100020.531000.	12.07
	OFFICE DEPOT	OFFICE SUPPLIES	00100110.531000.	60.08
	OFFICE DEPOT		00100310.531000.	60.08
	OFFICE DEPOT		00100310.531000.	60.35
	OFFICE DEPOT	FILE FOLDERS	00102020.531000.	60.42
	OFFICE DEPOT	TAPE,PHONE STAND,FILE CARDS	00102020.531000.	60.53
	OFFICE DEPOT	FASTENERS, PAPER, SCALE	00102020.531000.	187.62
	OFFICE DEPOT	INK, PAPER, TAPE, DRY ERASERS	40143410.531000.	12.07
	OFFICE DEPOT		40143410.531000.	181.36
	OFFICE DEPOT	BINDERS- ENGINEERING	40220594.563000.W0003	63.39
	OFFICE DEPOT	INK, PAPER, TAPE, DRY ERASERS	50100065.531000.	3.02
	OFFICE DEPOT		50200050.531000.	3.02
38905	LEONARD OLIVE	REFUND	00110347.376008.	85.00
38906	OVERALL LAUNDRY SERVICES INC	MECHANIC'S UNIFORM	42047165.526000.	21.50
	OVERALL LAUNDRY SERVICES INC	MECHANICS UNIFORM	42047165.526000.	21.50
	OVERALL LAUNDRY SERVICES INC	MECHANIC'S UNIFORM	42047165.526000.	28.52
38907	PACIFIC POWER PRODUCTS	BLADES	00105380.598000.	266.78
	PACIFIC POWER PRODUCTS	SPINDLE	00105380.598000.	314.65
	PACIFIC POWER PRODUCTS	TIRE & RIMS	00105380.598000.	382.20
38908	PACIFIC TOPSOILS INC	DUMP CONCRETE QTY 5	10110361.531000.	28.29
	PACIFIC TOPSOILS INC	DUMP CONCRETE QTY 9	10110361.531000.	50.95
	PACIFIC TOPSOILS INC	DUMP CONCRETE QTY 10	10111561.548000.	56.19
	PACIFIC TOPSOILS INC		10111561.548000.	56.19
38909	THE PARTS STORE	CREDIT MEMO: MISBILLED	501.141100.	-2.93
	THE PARTS STORE	FUSES	501.141100.	2.93
	THE PARTS STORE	AIR FILTERS	501.141100.	45.57
	THE PARTS STORE	WORK LIGHT ASSY,MIRROR,FILTERS	501.141100.	54.90
	THE PARTS STORE	OIL FILTERS, CABLE TIES	501.141100.	181.42
	THE PARTS STORE	CREDIT MEMO: RETURN CORE DEP.	50100065.534000.	-143.22
	THE PARTS STORE	SLOW MOVING VEHICLE TRIANGLE	50100065.534000.	14.29
	THE PARTS STORE	WIPER BLADES	50100065.534000.	26.39
	THE PARTS STORE	BELT - #299	50100065.534000.	36.02
	THE PARTS STORE	FRONT BRAKE PAD SET	50100065.534000.	82.47
	THE PARTS STORE	TAIL LIGHT, STROBE LIGHT	50100065.534000.	104.83
	THE PARTS STORE	CALIPERS, BRAKE HOSES/PAD SET	50100065.534000.	368.54

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38910	Laurie Hugdahl	COUNCIL MINUTE TAKING SVC 4/23	00101130.541000.	222.00
38911	PENSKE TRUCK LEASING CO., L.P.	RENTAL OF 24FT MEDIUM VAN	00105380.531000.	24.63
	PENSKE TRUCK LEASING CO., L.P.		00105380.531000.	218.04
38912	PERTEET ENGINEERING INC	PAY ESTIMATE #17	30500030.563000.R0501	3,784.30
	PERTEET ENGINEERING INC		30500030.563000.T0102	4,789.84
38913	PETROCARD SYSTEMS INC	FUEL - POLICE	00103222.532000.	4,970.27
38914	PETTY CASH- PW	VEH REGS, PARKING FEE, BRUSH	40141580.535000.	3.57
	PETTY CASH- PW		50100048.564000.	2.50
	PETTY CASH- PW		50100048.564000.	22.75
	PETTY CASH- PW		50100065.548000.	2.00
38915	PHAROS CORPORATION	PAY ESTIMATE #4	30500030.563000.R0301	6,167.05
38916	PING	GOLF CAPS	42047267.534000.	242.37
38917	PLATT- EVERETT	PHOTO CELL LIGHT SWITCHES -PW	40143780.531000.	133.12
38918	POST ACADEMY- IDAHO	SGT RASMUSSEN- COMMAND COLLEC	00103121.549100.	4,000.00
38919	POWERSCREEN OF WASHINGTON	ALTERNATOR BELT #570	50100065.534000.	68.30
38920	PROFORCE MARKETING, INC	XDPM MODEL 26701	001.231700.	-6.79
	PROFORCE MARKETING, INC		00103222.535000.	86.64
38921	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHARGE-1635 GROVE ST	00100010.547000.	248.24
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 572-001-307-6	00105090.547000.	28.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 277-001-755-0	00105250.547000.	652.00
	PUD NO 1 OF SNOHOMISH COUNTY	AREA LIGHT 1326 -1ST STREET	00105380.547000.	16.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 412-001-373-7	10110564.547000.	64.61
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 519-001-313-5	10110564.547000.	78.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 391-045-118-0	10110564.547000.	88.24
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-737-5	10110564.547000.	92.47
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 441-001-033-6	10110564.547000.	107.91
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 328-001-837-9	10110564.547000.	108.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-023-2	10110564.547000.	129.21
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 841-000-252-4	10110564.547000.	471.27
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 123-000-075-2	10110564.547000.	520.32
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 571-001-001-7	40142480.547000.	587.82
38922	PUGET SOUND BUILDING INSPECTIONS	GENERAL INSPECTION-1930 4TH ST	30500030.563000.T0102	390.00
38923	PVP COMMUNICATIONS INC	INTERFACE KIT W/ SPECTRA RADIO	001.231700.	-37.49
	PVP COMMUNICATIONS INC		00103222.548000.	478.54
38924	CARMEN RASMUSSEN	MILEAGE- WRPA CONFERENCE	00100060.543000.	79.04
38925	LISA RECTOR-BOLES	REFUND - MEDICAL	00110347.376004.	41.00
38926	RH2 ENGINEERING INC	PAY ESTIMATE #4	40220594.563000.W0505	2,980.90
	RH2 ENGINEERING INC	PAY ESTIMATE #6	40220594.563000.W0505	3,012.65
	RH2 ENGINEERING INC	PAY ESTIMATE #5	40220594.563000.W0505	4,112.74
	RH2 ENGINEERING INC	PAY ESTIMATE #7	40220594.563000.W0505	6,993.75
	RH2 ENGINEERING INC	PAY ESTIMATE #34	40220594.563000.W0101	12,594.39
38927	ROACH, PATRICK	UB 521150000001 3922 175TH PL	401.122110.	31.51
38928	ROACH, PATRICK		401.122110.	64.60
38929	ROTH HILL ENGINEERING PARTNERS,LLC	PAY ESTIMATE #11	40230594.563000.S0602	552.11
38930	ROY ROBINSON CHEVROLET	TURN SIGNAL LENS- #914	50100065.534000.	79.31
38931	SECURITY SERVICES	ARMORED TRUCK SERVICE 4/2007	00100050.541000.	368.50
	SECURITY SERVICES		00102020.541000.	184.25
	SECURITY SERVICES		00103010.541000.	184.25
	SECURITY SERVICES		00143523.541000.	184.25
	SECURITY SERVICES		40143410.541000.	184.25
	SECURITY SERVICES		42047061.541000.	172.35
38932	STEVEN SIDES	WATER/SEWER REBATE	40143410.549070.	50.00

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38933	DEBBIE SODL	REFUND CLASS FEE	00110347.376009.	110.00
38934	SOROPTIMIST INTERNATIONAL	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
38935	SPRINGBROOK NURSERY	BEAUTY PARK -COMEFORD PARK	00105380.531000.	-1.26
	SPRINGBROOK NURSERY		00105380.531000.	16.01
	SPRINGBROOK NURSERY	TRUK RENTAL 4/30-4/07/07	10110130.531000.	1,121.25
38936	WASHINGTON STATE PATROL	CLARK HATCH-FINGERPRNT ID-TAXI	00101130.549000.	30.00
38937	STICKNEY, RICHARD	UB 731260000002 2023 70TH PL N	401.122110.	144.28
38938	SUBURBAN PROPANE	TANK RENTAL	42047165.532000.	1.08
	SUBURBAN PROPANE	PROPANE	42047165.532000.	175.16
38939	T BAILEY, INC.	PAY ESTIMATE #9	40220594.563000.W0101	43,404.56
38940	BRENDA TAYLOR	REFUND	00110347.376020.	75.00
38941	TERRA RESOURCE GROUP	TEMP SERVICE-C. CLOUTIER	00102020.549000.	68.84
	TERRA RESOURCE GROUP	CONTRACT LABOR HOURS-BAGLEY	00105380.511000.	806.40
38942	TULALIP TRIBE COURT	JONES, DOROTHY R.	001.229050.	1,500.00
38943	UAP DISTRIBUTION,INC	FUNGICIDE, FERTILIZER	42047165.531900.	1,837.69
	UAP DISTRIBUTION,INC		42047165.531930.	465.22
38944	UNITED PARCEL SERVICE	SHIPPING CHARGES-WSP LAB	00103121.542000.	32.23
	UNITED PARCEL SERVICE		00103222.542000.	5.50
	UNITED PARCEL SERVICE		00103222.542000.	7.37
	UNITED PARCEL SERVICE		00103222.542000.	20.46
	UNITED PARCEL SERVICE		00103222.542000.	22.88
	UNITED PARCEL SERVICE		00103222.542000.	22.88
38945	UNITED RENTALS	10 SAFETY GLASSES	00105380.531000.	19.43
38946	US BANK NATIONAL ASSOCIATION	T BAILEY-ACCT 1-535-9513-5366	40220594.563000.W0101	2,115.23
38947	VERIZON NORTHWEST	ACCT 105170208907	00103121.542000.	35.00
	VERIZON NORTHWEST	ACCT# 107579926005	40143410.542000.	111.08
	VERIZON NORTHWEST	ACCT 101066397601	40143780.542000.	60.38
38948	VERIZON NORTHWEST	CELL PHONE- DJ	00102020.542000.	15.18
	VERIZON NORTHWEST	CELL PHONE-RH	00102020.542000.	15.18
	VERIZON NORTHWEST	CELL PHONE-TL	00102020.542000.	15.18
38949	VICKIE MYRICK	UB 249941000001 10304 56TH DR	401.122110.	177.60
38950	VINYL SIGNS & BANNERS	STICKERS FOR STREET SIGNS	10110564.531000.	323.95
38951	WESTERN EQUIPMENT DISTRIBUTORS	BEARINGS	42047165.548000.	156.97
38952	WESTERN SYSTEMS & FABRICATION	36/64/96 GALLON STAMPED TOTERS	41046060.531000.	22,802.74
38953	WA WILDLIFE & RECREATION COALITION	MEMBERSHIP DUES 2007-J. BALLEW	00105380.549000.	250.00
38954	LOUIS N WILSON	CDL ENDORSEMENT FEE	40143410.549030.	55.00
38955	ZEE MEDICAL SERVICE	REPLACE 1ST AID KIT SUPPLIES	00105380.531000.	12.11
38956	ZUMAR INDUSTRIES	CREDIT MEMO: WRONG SHIPMENT	10110564.531000.	-8,745.89
	ZUMAR INDUSTRIES	SIGN SHOP SUPPLIES	10110564.531000.	8,745.89
	ZUMAR INDUSTRIES		10110564.531000.	8,745.89

**WARRANT TOTAL: 732,003.11**

**LESS VOIDS CK 37023 (176.80)**

**\$731,826.31**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

AGENDA ITEM: Claims	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Claims Listings	APPROVED BY: <i>JS</i>
	MAYOR <i>MAC</i> CAO <i>MS</i>
BUDGET CODE:	AMOUNT:

Please see attached.

RECOMMENDED ACTION:  The Finance and Executive Departments recommend City Council approve the May 9, 2007 Period 5 claims in the amount of \$666,532.71 paid by Check No.'s 38957 through 39137 with Check No. 31446 voided.
COUNCIL ACTION:

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 5/8/2007 TO 5/9/2007**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38957	CHARMA ABENDROTH	REFUND- CLASS CANCELLED	00110347.376009.	50.00
38958	ACCURINT	BACKGROUND INVESTIGATIONS 3/07	00103010.541000.	30.00
	ACCURINT	BACKGROUND INVESTIGATIONS 4/07	00103010.541000.	30.00
38959	ALBERTSONS FOOD CENTER #471	MILK, SUPPLIES- JAIL	00103010.543000.	11.85
	ALBERTSONS FOOD CENTER #471		00103960.531000.	15.00
	ALBERTSONS FOOD CENTER #471		00103960.531000.	40.11
	ALBERTSONS FOOD CENTER #471		00103960.531000.	45.86
	ALBERTSONS FOOD CENTER #471		00103960.531000.	92.14
	ALBERTSONS FOOD CENTER #471		00103960.531000.	114.59
	ALBERTSONS FOOD CENTER #471		00103960.531250.	27.48
	ALBERTSONS FOOD CENTER #471		00103960.531250.	27.48
	ALBERTSONS FOOD CENTER #471		00103960.531250.	27.48
	ALBERTSONS FOOD CENTER #471		00103960.531250.	32.06
	ALBERTSONS FOOD CENTER #471	REFRESHMENTS FOR MEETINGS	30500030.563000.R0604	70.98
	ALBERTSONS FOOD CENTER #471		40143410.549000.	7.98
38960	ALENA'S ALTERATIONS	COAT ZIPPER REPAIRS	40142080.541000.	54.25
38961	ALLISON, LYNNETTE	UB 840100502001 7803 67TH ST N	401.122110.	10.79
38962	AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP DUES	00102020.549000.	525.00
38963	WASHINGTON ANIMAL CONTROL	MEMBER/ACADEMY REG.-D. DREYER	00104230.549100.	250.00
	WASHINGTON ANIMAL CONTROL		00104230.551000.	35.00
38964	ARLINGTON MACHINE & WELDING	REPLACE RAIL, SR528	10110564.531000.	3,764.95
38965	ATLAS FENCE COMPANY	REPAIR CHAIN LINK FENCE-OLD CH	00199513.541000.	1,725.15
38966	BAG BOY	RENTAL PULL CARTS,CART BAGS	420.141100.	565.50
	BAG BOY		420.231700.	-104.79
	BAG BOY		42047267.531000.	1,337.53
38967	JAMES B BALLEW	MILEAGE- PERSONAL CAR USE	00105250.549000.	61.73
38968	ALI VAFAEZADEH	RECOVERY CONTRACT #216 SEWER	401.253000.	5,553.40
38969	BARRON HEATING AIR CONDITIONING	2ND TRI-ANNUAL BILLING -WWTP	40142480.548000.	878.85
38970	BARRON HEATING AIR CONDITIONING	CLEANING HVAC IN COURTS RECORD	00103530.531000.	457.88
38971	BELINDA BEARDSLEY	MILEAGE-RECORDING, POST NOTICE	00102020.543000.	54.83
	BELINDA BEARDSLEY		00102020.549000.	3.70
38972	BOB BELL	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
38973	BERGER/ABRAM ENGINEERS INC	PAY ESTIMATE #4	30500030.563000.R0604	28,882.15
38974	BEST WESTERN TREE HOUSE MOTOR INN	LODGING- D.LEE-BACKGRND INVEST	00103222.543000.	277.20
38975	BILLS BLUEPRINT INC	COPYING COUNTY FILES	00102020.549000.	105.21
	BILLS BLUEPRINT INC		00102020.549000.	115.31
	BILLS BLUEPRINT INC		00102020.549000.	158.77
38976	BLUMENTHAL UNIFORMS & EQUIPMENT	SHIRT/CLASS A PANTS-M. RINGEN	00103010.526000.	284.96
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS-HEIRMAN-WELSH	00104190.526000.	261.08
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS/SHIRTS-GLIDDEN	00104190.526000.	284.96
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS/SHIRT-VANDERSHEI	00104190.526000.	318.69
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM SHIRTS/PANTS-GREGORY	00104190.526000.	342.57
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS/SHIRTS- HILL	00104190.526000.	354.48
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS/SHIRTS- DYE	00104190.526000.	376.24
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS/SHIRTS-SAWYER	00104190.526000.	389.24
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS/SHIRTS- ISOM	00104190.526000.	395.77
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM PANTS/SHIRTS- WALL	00104190.526000.	441.47
38977	RAE BOYD, APRN, BC	INMATE MEDICAL SRVCS 4/12-4/21	00103960.541000.	605.00
38978	BRATWEAR	JACKET/VEST/LINER- D. DREYER	00104230.526000.	388.96
38979	MARTY BREWER	USED GOLF BALLS	420.141100.	300.00
38980	BURLINGTON NORTHERN SANTA FE	PAY ESTIMATE #3	30500030.563000.R0303	1,293.72
38981	BUTORAC, DUANE	UB 763240000000 6414 66TH PL N	401.122110.	30.71

**CITY OF MARYSVILLE**  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
38982	CAMP FIRE USA	BABYSITTING BASICS CLASS	00105120.541020.	400.00
38983	CARR'S ACE HARDWARE	HOSE ADAPTER	10110361.531000.	2.99
	CARR'S ACE HARDWARE	LAMPS	10110463.548000.	130.15
	CARR'S ACE HARDWARE	MISC. HARDWARE, CONNECTORS	10110564.531000.	73.82
	CARR'S ACE HARDWARE	ROOF CEMENT, CAULK GUN, TOOLS	40142480.531300.	23.92
38984	VICKI CARVER	INSTRUCTOR-CLAY EXPLORATION	00105120.541020.	338.00
	VICKI CARVER	INSTRUCTOR-ADULT DRAWING BEG.	00105120.541020.	499.80
38985	CASCADE COFFEE INC	COFFEE SERVICE/SUPPLIES-KBSCC	10605250.549000.	113.43
38986	CEDARCREST RESTAURANT & GRILL	FOOD FOR DISPATCH 12/20/06	00103010.549000.	22.42
38987	CHELAN COUNTY TREASURER	PRISONER HOUSING MARCH 2007	00103960.551000.	11,360.00
38988	CITY TREASURER EVERETT WA	WATER/FILTRATION SVC PURCHASE	40140080.533000.	83,225.24
38989	CLARK, JEFF	UB 621130000000 10509 38TH AVE	401.122110.	19.66
38990	CLEAN CUT	DOWN DANGEROUS TREES	00105380.541000.	1,167.45
38991	CNR, INC	MAINTENANCE CONTRACT MAY 2007	50300090.541000.	416.38
38992	CHUCK COLLINS	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
38993	COLUMBIA FORD	2007 FORD RANGER PICKUP #V014	50100048.564000.	13,958.80
38994	COLUMBIA PAINT & COATINGS	AP MASTERWEAVE CAGE FRAME	10110564.531000.	6.59
	COLUMBIA PAINT & COATINGS	RAC V TIP, RAC V LINELAZERS	10110564.535000.	141.13
38995	CONAWAY, RUSS	UB 590300000000 16016 45 RD	401.122110.	72.90
38996	MERRITT SCOTT CONNER	INSTRUCTOR-GARDENING NW	00105250.541020.	100.00
38997	CONSOLIDATED ELECTRIAL DISTRIBUTORS	WIRE NUTS, SCREWS, PUNCH	40143780.531000.	68.28
	CONSOLIDATED ELECTRIAL DISTRIBUTORS	2-96T12, 2-96T12SL	40143780.531000.	146.85
38998	COOK PAGING (WA)	ACCT#126101-JENNINGS CARETAKER	00105380.542000.	4.60
	COOK PAGING (WA)	AIRTIME TO 5/31/07	10111230.542000.	3.83
	COOK PAGING (WA)		40143410.542000.	3.83
38999	CO-OP SUPPLY	6 BALES OF HAY	00105380.531000.	35.81
39000	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,546.52
39001	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.531000.	239.95
39002	CRYSTAL SPRINGS	4 CASES WATER	40142480.531330.	35.87
39003	CURNETT, JOANN	UB 591310000000 2121 143RD PL	401.122110.	150.54
39004	BUD DARLING & SCOTT DARLING	RECOVERY CONTRACT #204 SEWER	401.253000.	5,498.00
39005	DEAVER ELECTRIC	ADD OUTLET AND LIGHT	00100025.562000.C0502	455.91
	DEAVER ELECTRIC	RECEPTION AREA	00100025.562000.C0502	1,534.36
	DEAVER ELECTRIC	LIGHT AND BALLAST WORK-LIBRARY	00112572.548000.	758.20
	DEAVER ELECTRIC	WELDER OUTLETS-MILL PROPERTY	40143780.548000.	383.80
	DEAVER ELECTRIC	HEAT EXCHANGER REPAIR-GC REST.	42047165.548000.	105.79
39006	ARLINE DEPALMA	INSTRUCTOR-DRIFTWOOD SCULPTUR	00105250.541020.	103.30
39007	CONNIE DEWDNEY	REFUND DEPOSIT JENNINGS BARN	001.239100.	58.00
39008	DIRT ETC	HYDRANT METER-DEPOSIT REFUND	401.245200.	157.65
39009	DISPLAY & COSTUME	LATEX TWISTIE BALLOONS	00105120.531070.	49.68
39010	DUDLEY, LOWELL	UB 880660000000 7324 54TH AVE	401.122110.	18.62
39011	E&E LUMBER INC	REBAR 1/2 X 10'	00105120.531030.	21.43
	E&E LUMBER INC	14" & 11" CABLE TIES	00105120.531030.	23.75
	E&E LUMBER INC	18W BULBS - KBSCC	00105250.531000.	10.35
	E&E LUMBER INC	HARDWARE-WATERFRONT PARK	00105380.531000.	6.50
	E&E LUMBER INC	KEYS	00105380.531000.	9.71
	E&E LUMBER INC	EAR MUFFS- MAINTENANCE STAFF	00105380.531000.	18.43
	E&E LUMBER INC	CEDAR FENCING- SK8 PARK	00105380.531000.	18.91
	E&E LUMBER INC	SPRAY BOTTLES, CLEANER, BRUSH	00105380.531000.	32.16
	E&E LUMBER INC	BIT DRILL, QUICK LINK, FASTENR	00105380.531000.	49.19
	E&E LUMBER INC	SPIN-THRU TOOL-MAINT. SHOP	00105380.535000.	13.88
	E&E LUMBER INC	SDS PLUS BITS	10111230.535000.	37.95



**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
39019	FEDEX	PACKAGE SHIPPING CHARGES	40145040.564000.	39.50
	FEDEX		40220594.563000.W0003	32.32
39020	FORRESTERS	LADIES OUTERWEAR JACKETS	420.141100.	196.21
39021	CRAIG A. FULLERTON	CONSULTING- TRAIL ACQUISITION	00105380.541000.	385.00
39022	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 12.57 TONS	401.231700.	-270.37
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.89 TONS	401.231700.	-255.76
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.72 TONS	401.231700.	-252.00
	GENERAL CHEMICAL CORP		40142480.531320.	3,216.65
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 11.89 TONS	40142480.531320.	3,264.69
	GENERAL CHEMICAL CORP	ALUMINUM SULFATE 12.57 TONS	40142480.531320.	3,451.09
39023	GLS	10 RED PLAYGROUND BALLS	00105120.531010.	75.37
39024	GRAYBAR ELECTRIC CO INC	PVC-NEW COURT BUILDING	00100012.564000.	59.66
	GRAYBAR ELECTRIC CO INC	PVC CUTTER, CLAMPS-COURT BLDG	00100012.564000.	71.05
39025	RANDY P. GREEN, MA, LLC	REFND BUS LIC FEE-OUTSIDE CITY	00100321.319000.	50.00
39026	GREENSHIELDS INDUSTRIAL SUPPLY	CAB PROTECTOR, TOOLBOX MOUNTE	50100048.564000.	817.98
39027	STEVE HACKFORD	LODGING, MEALS-MULTIPLEX CLASS	50100065.543000.	109.45
39028	NICOLE HAMMERQUIST	REFUND SUMMER SCHOOL	00110347.376010.	20.00
39029	ROSE HAYES	INSTRUCTOR - CLOGGING	00105250.541020.	70.00
39030	HD FOWLER COMPANY	3/4" METER GASKETS	401.141400.	37.80
	HD FOWLER COMPANY		401.141400.	103.25
	HD FOWLER COMPANY	2" ADAPTERS	401.141400.	256.95
	HD FOWLER COMPANY	METER BOX BASES	401.141400.	728.86
	HD FOWLER COMPANY	RESETTERS, METER SETTERS, ETC.	401.141400.	1,180.96
	HD FOWLER COMPANY	5/8" X 3/4" RESETTERS	401.141400.	1,230.23
	HD FOWLER COMPANY	5/8" X 3/4' RESETTERS	401.141400.	1,652.24
	HD FOWLER COMPANY	5/8" X 3/4" RESETTERS	40140980.531000.	492.09
	HD FOWLER COMPANY	RETURN OF METER BOX LID	501.141100.	-857.66
39031	HD SUPPLY WATERWORKS, LTD	1" PLUGS, 3/4" PLUGS	401.141400.	621.71
	HD SUPPLY WATERWORKS, LTD	5/8" X 3/4" RESETTERS	401.141400.	798.61
	HD SUPPLY WATERWORKS, LTD	TOOL SET	40142080.535000.	260.39
	HD SUPPLY WATERWORKS, LTD	CREDIT PAID INVOICE TWICE	40220594.563000.W0003	-70.76
39032	JOHN HEWITT	REFUND-FUCNTION WAS CANCELLED	00110347.376014.	8.00
39033	HOUSE, BRENT	UB 840031800001 6806 75TH DR N	401.122110.	11.12
39034	FRANCES HOWLAND	INSRUCTOR-GOURD CARVING	00105250.541020.	108.00
	FRANCES HOWLAND	REFUND-SPECIAL EVENTS	00110347.376021.	11.00
39035	IOS CAPITAL	COPIER RENTAL PW-4/18 TO 5/17	00102020.545000.	138.62
	IOS CAPITAL	COPIER RENTAL 4/07 KBSCC	00105250.545000.	41.88
	IOS CAPITAL	COPIER RENTAL PW-4/18 TO 5/17	40143410.545000.	138.63
39036	IOS CAPITAL	BACK BILL-INCORRECT OVRAGE	00103121.545000.	958.50
39037	IMSA NW SECTION	MEMBERSHIPS-J.HAYES,H.KINNEY	10111160.549000.	100.00
39038	THE JAY GROUP, LLC	LANDSCAPE DESIGN	31000076.563000.P0601	4,831.94
39039	JET PLUMBING	SNAKE TOILET IN JAIL CELL #3	00100010.548000.	103.08
	JET PLUMBING	REPAIR HOT WATER TANK PIPING	00100010.548000.	740.22
	JET PLUMBING	REPAIR FREEZE DAMAGED PIPES	40140180.548000.	3,180.70
39040	KAFE' NEO MARYSVILLE	2007 APRIL POTLUCK FOOD	10605250.549000.	50.00
39041	KENWORTH NORTHWEST INC	RED/BLUE GLADHAND GASKETS	50100065.531000.	9.63
	KENWORTH NORTHWEST INC	AIR WIPER SWITCHES- #J001	50100065.534000.	147.29
39042	KINGSBERRY, JAMES	UB 080147400003 9512 52ND DR N	401.122110.	22.16
39043	LASTING IMPRESSIONS INC	EMBROIDER LOGO JACKET-M RINGEN	00103010.526000.	93.35
	LASTING IMPRESSIONS INC	EMBROIDER NAMES UNIFORM-WALL	00103960.526000.	40.69
	LASTING IMPRESSIONS INC	PRINTED STAFF SHIRTS-PROGRAMS	00105120.526000.	387.39
	LASTING IMPRESSIONS INC	78 PRINTED SHIRTS-SOCCER COACH	00105120.531030.	846.94

**CITY OF MARYSVILLE**  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
39043	LASTING IMPRESSIONS INC	842 PRINTED SOCCER SHIRTS	00105120.531030.	4,683.78
	LASTING IMPRESSIONS INC	PRINTED STAFF SHIRTS-PROGRAMS	00105120.531080.	67.50
	LASTING IMPRESSIONS INC		00105490.526000.	53.30
39044	LAW SEMINARS INTERNATIONAL	WASH WATER LAW CONF- P ROBERTS	00100020.549000.	347.50
	LAW SEMINARS INTERNATIONAL		40143410.549000.	347.50
39045	LETTERBANK	LETTER SET- SIGN 67TH AV	420.231700.	-27.93
	LETTERBANK		42047165.549000.	356.43
39046	LIBERTY FLAG & SPECIALTY CO	REPAIR PARTS-C.H. FLAG POLE	001.231700.	-17.59
	LIBERTY FLAG & SPECIALTY CO		00105380.548000.	224.54
39047	LOWES HIW INC	CLEANING SUPPLIES-STILLY PLANT	40141580.531000.	19.38
	LOWES HIW INC	STEEL BASE CABINET-STILLY PLNT	40141580.531000.	172.38
39048	RUTH LYON	REFUND-TRIP POSTPONED	00110347.376021.	11.00
39049	AMY MANN	MEAL- ACCELLA CONFERENCE	00102020.543000.	13.95
39050	MARQUARDT, DAVID	UB 040687000001 9124 61ST DR N	401.122110.	26.92
39051	MARSHALL SIGN INC	3 COREX SIGNS-PARK RENOVATION	31000076.563000.P0601	254.12
39052	MARYSVILLE AWARDS	DOOR NAMEPLATES- R. SMITH	00103010.531000.	27.45
39053	MARYSVILLE GLOBE	SUBSCRIPTION RENEWAL-POLICE	00103010.541000.	34.00
39054	MARYSVILLE PRINTING	BUSINESS CARDS-BRAD ZAHNOW	40143410.531000.	113.82
39055	MARYSVILLE YOUTH CHEERLEADING ASSC	REFUND DEPOSIT-LIBRARY MTG RM	001.239100.	58.00
39056	CITY OF MARYSVILLE	1049 STATE AV-WATER	00103530.547000.	59.00
	CITY OF MARYSVILLE	1049 STATE AV- W, G, S, STORMW	00103530.547000.	702.10
	CITY OF MARYSVILLE	514 DELTA-W, GBG, SEWER, STORM	00105250.547000.	620.60
	CITY OF MARYSVILLE	3RD ST/STATE AV-WATER	00105380.547000.	23.20
	CITY OF MARYSVILLE	1050 COLUMBIA- WATER	00105380.547000.	30.60
	CITY OF MARYSVILLE	514 DELTA PK RESTROOM- WTR,SEW	00105380.547000.	87.00
	CITY OF MARYSVILLE	1050 COLUMBIA AV-WATER,SEWER	00105380.547000.	94.40
	CITY OF MARYSVILLE	1ST & STATE AV- WATER	00105380.547000.	127.00
	CITY OF MARYSVILLE	80 COLUMBIA AV-GARBAGE	10110130.547000.	444.00
	CITY OF MARYSVILLE	I-5 AT FIRST- GBG 2 YD	10111230.547000.	281.00
	CITY OF MARYSVILLE	1930 4 ST	30500030.563000.R0501	27.48
	CITY OF MARYSVILLE	80 COLUMBIA AV - WATER	40142480.547000.	1,116.40
	CITY OF MARYSVILLE	80 COLUMBIA AVE	40143780.547000.	146.10
	CITY OF MARYSVILLE	61 STATE AV-WATER, SEWER,STORM	40143780.547000.	685.30
	CITY OF MARYSVILLE	60 STATE AVE-WTR, GBG, STORMWT	40143780.547000.	2,295.00
	CITY OF MARYSVILLE	80 COLUMBIA-W, G, S, YW, STORM	40143780.547000.	2,900.00
	CITY OF MARYSVILLE	80 COLUMBIA AV- 36/96 GAL CART	50100065.547000.	580.00
39057	JEFF MASSIE	MILEAGE, PARKING-CSG CLASS	00100020.543000.	36.85
39058	MCDONALD, JOHN DOUGLAS	UB 611380000000 3910 122ND ST	401.122110.	76.92
39059	METTLER-TOLEDO, INC.	REFUND OVERPAID BUSINESS LIC.	00100321.319000.	10.00
39060	MILLER, CHRISTOPHER	UB 212541600000 5015 126TH ST	401.122110.	136.23
39061	TONYA MIRANDA	GIFTS-ADMIN PROFESSIONAL DAY	40143410.543010.	67.64
39062	MONTGOMERY WATSON HARZA	PAY ESTIMATE #8	40220594.563000.W0304	26,515.03
39063	VICKI MORROW	INSTRUCTOR- YOGA	00105120.541020.	49.50
	VICKI MORROW	INSTRUCTOR- YOGA/PILATES	00105120.541020.	49.50
39064	MSAC	CENSUS TAKING	00102020.549000.	150.00
39065	NELSON PETROLEUM	DIESEL FUEL	42047165.532000.	708.83
	NELSON PETROLEUM	UNLEADED GASOLINE	42047165.532000.	1,566.34
39066	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	17.50
	NEXTEL COMMUNICATIONS		50300090.542000.	17.50
	NEXTEL COMMUNICATIONS		50300090.542000.	17.50
	NEXTEL COMMUNICATIONS		50300090.542000.	18.16
	NEXTEL COMMUNICATIONS		50300090.542000.	35.00

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39066	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	35.00
	NEXTEL COMMUNICATIONS		50300090.542000.	39.75
	NEXTEL COMMUNICATIONS		50300090.542000.	44.64
	NEXTEL COMMUNICATIONS		50300090.542000.	52.50
	NEXTEL COMMUNICATIONS		50300090.542000.	52.50
	NEXTEL COMMUNICATIONS		50300090.542000.	57.04
	NEXTEL COMMUNICATIONS		50300090.542000.	70.33
	NEXTEL COMMUNICATIONS		50300090.542000.	72.76
	NEXTEL COMMUNICATIONS		50300090.542000.	73.21
	NEXTEL COMMUNICATIONS		50300090.542000.	84.38
	NEXTEL COMMUNICATIONS		50300090.542000.	101.94
	NEXTEL COMMUNICATIONS		50300090.542000.	112.63
	NEXTEL COMMUNICATIONS		50300090.542000.	113.72
	NEXTEL COMMUNICATIONS		50300090.542000.	133.30
	NEXTEL COMMUNICATIONS		50300090.542000.	225.21
	NEXTEL COMMUNICATIONS		50300090.542000.	227.69
	NEXTEL COMMUNICATIONS		50300090.542000.	243.03
	NEXTEL COMMUNICATIONS		50300090.542000.	280.17
	NEXTEL COMMUNICATIONS		50300090.542000.	289.26
	NEXTEL COMMUNICATIONS		50300090.542000.	521.18
	NEXTEL COMMUNICATIONS		50300090.542000.	1,327.48
39067	NORTHPOINTE HOMEOWNERS	REFUND DEPOSIT LIBRARY MTG RM	001.239100.	58.00
39068	NORTHWEST CASCADE INC	2 HONEY BUCKETS SERVICED MPHS	00105120.531010.	77.00
	NORTHWEST CASCADE INC	HONEY BUCKET RENTAL-SK8 PARK	00105380.545000.	103.33
39069	VICKY NYMAN	REIMBURSE UNIFORM SHOES	00104190.526000.	62.90
39070	OFFICE DEPOT	FILES	00102020.531000.	23.96
	OFFICE DEPOT	TONER, FILES	00102020.531000.	106.13
	OFFICE DEPOT	CLASP ENVELOPES, SUPPLIES	00103010.531000.	1.63
	OFFICE DEPOT	OFFICE SUPPLIES	00103121.531000.	81.27
	OFFICE DEPOT		00103121.531000.	85.03
	OFFICE DEPOT		00103222.531000.	41.60
	OFFICE DEPOT	OFFICE SUPPLIES, COPY PAPER	00103222.531000.	230.36
	OFFICE DEPOT	CREDIT FOR CLASP ENVELOPES	00104190.531000.	-20.25
	OFFICE DEPOT	OFFICE SUPPLIES	00104190.531000.	1.40
	OFFICE DEPOT	CLASP ENVELOPES, SUPPLIES	00104190.531000.	22.70
	OFFICE DEPOT	OFFICE SUPPLIES, COPY PAPER	00104190.531000.	29.25
	OFFICE DEPOT	OFFICE SUPPLIES	00104190.531000.	55.24
	OFFICE DEPOT	POST-TI, POCKETS, COLOR PAPER	00105380.531000.	33.62
39071	KRISTY OLSON	REFUND- CLASS CANCELLED	00110347.376009.	25.00
39072	OTAK	PAY ESTIMATE #27	40220594.563000.W0402	7,136.24
	OTAK	PAY ESTIMATE #8	40220594.563000.W0404	7,912.01
39073	OUTMAN, GREG & ANDREA	UB 730300000001 1908 66TH PL N	401.122110.	81.50
39074	OVERALL LAUNDRY SERVICES INC	MAT CLEANING- WWTP	40142480.598100.	10.97
	OVERALL LAUNDRY SERVICES INC		40142480.598100.	10.97
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING - PW ADMIN BLDG	40143410.549000.	68.96
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING- MEZZANINE	40143780.549000.	15.63
	OVERALL LAUNDRY SERVICES INC		40143780.549000.	15.63
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING - MEZZANINE	40143780.549000.	24.51
	OVERALL LAUNDRY SERVICES INC	MAT CLEANING- MEZZANINE	40143780.549000.	24.51
	OVERALL LAUNDRY SERVICES INC	MECHANICS UNIFORM	42047165.526000.	28.52
	OVERALL LAUNDRY SERVICES INC	UNIFORM CLEANING-MECHANICS	50100065.526000.	61.88
39075	PACIFIC POWER PRODUCTS	BALL JOINT	42047165.548000.	32.55

**CITY OF MARYSVILLE**  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
39075	PACIFIC POWER PRODUCTS	TINES	42047165.548000.	127.99
39076	PACIFIC TOPSOILS INC	BRUSH DUMP FEE-APRIL 25	00105380.547000.	12.60
	PACIFIC TOPSOILS INC	BRUSH DUMP FEE- APRIL 30	00105380.547000.	13.63
	PACIFIC TOPSOILS INC	DUMP CONCRETE QTY 8	10110361.531000.	45.28
	PACIFIC TOPSOILS INC	DUMP CONCRETE- QTY 9	10110361.531000.	69.47
	PACIFIC TOPSOILS INC	DUMP BRUSH- QTY 60	10110770.531000.	818.29
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE 5/1/07	31000076.563000.P0401	27.78
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE 4/25	31000076.563000.P0401	28.29
	PACIFIC TOPSOILS INC	BRUSH DUMP FEE 4/24/07	31000076.563000.P0601	40.90
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE- 4/23	31000076.563000.P0401	55.58
	PACIFIC TOPSOILS INC	SPECIAL 3-WAY TOPSOIL	31000076.563000.P0401	60.17
	PACIFIC TOPSOILS INC	ASPHALT DUMP FEE 4/25/07	31000076.563000.P0401	61.75
	PACIFIC TOPSOILS INC	SOIL & SOD DUMP FEE- 4/24/07	31000076.563000.P0401	73.85
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE 4/23	31000076.563000.P0401	74.10
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE 4/23/07	31000076.563000.P0601	74.10
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE 4/24	31000076.563000.P0601	74.10
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE- 4/23/07	31000076.563000.P0401	74.10
	PACIFIC TOPSOILS INC	SOIL & SOD DUMP FEE 4/23	31000076.563000.P0601	105.50
	PACIFIC TOPSOILS INC	SOIL & SOD DUMP FEE- 4/23/07	31000076.563000.P0601	105.50
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE- 4/24/07	31000076.563000.P0601	134.27
	PACIFIC TOPSOILS INC	CONCRETE DUMP FEE 4/24/07	31000076.563000.	259.37
39077	THE PARTS STORE	WELDING ROD, GLOVES	10111230.535000.	13.30
	THE PARTS STORE	NET FOR BACK OF PICKUP TRUCKS	40140280.535000.	138.70
	THE PARTS STORE	CREDIT MEMO-RETURN OF PARTS	501.141100.	-127.31
	THE PARTS STORE		501.141100.	-94.53
	THE PARTS STORE	CREDIT MEMO: RETURN MIRROR	501.141100.	-81.46
	THE PARTS STORE	MIRROR	501.141100.	81.46
	THE PARTS STORE	MIRRORS	501.141100.	162.92
	THE PARTS STORE	OIL/AIR FILTERS,WORK LIGHT	501.141100.	165.43
	THE PARTS STORE	AIR/FUEL/OIL FILTERS	501.141100.	168.52
39078	PATCHETT, KENNETH & JULIE	UB 281500113301 12421 57TH DR	401.122110.	26.51
39079	LYNN PEAVEY COMPANY	STANDARD FINGERPRINT KITS	001.231700.	-11.25
	LYNN PEAVEY COMPANY		00104190.531000.	143.55
39080	PERTEET ENGINEERING INC	PAY ESTIMATE #3	30500030.563000.R0602	2,507.60
39081	PETERMEYER JR, ROBERT E	UB 400990900001 2604 169TH ST	401.122110.	55.32
39082	PETROCARD SYSTEMS INC	DIESEL & UNLEADED FUEL- PARKS	00105380.532000.	810.18
	PETROCARD SYSTEMS INC	FUEL CONSUMED-STREETS	10111230.532000.	1,780.41
	PETROCARD SYSTEMS INC	FUEL-OPERATIONS, SANITATION	40143880.532000.	3,266.42
	PETROCARD SYSTEMS INC	FUEL- ENGINEERING SURFACE WATR	40145040.532000.	115.76
	PETROCARD SYSTEMS INC	FUEL-OPERATIONS, SANITATION	41046060.532000.	2,813.28
	PETROCARD SYSTEMS INC	FUEL- FACILITIES	50200050.532000.	189.90
39083	PETTY CASH- PW	BADGES, VEHICLE REGISTRATIONS	40220594.563000.W0003	17.89
	PETTY CASH- PW		50100048.564000.	42.50
	PETTY CASH- PW		50100065.548000.	2.00
39084	PRATT PEST MANAGEMENT	CHECK TRAPS, REMOVE RODENTS	00105380.531000.	70.53
39085	PROSOURCE ONE	FERTILIZER	42047165.531900.	835.58
39086	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 462-002-547-0	00105380.547000.	45.38
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 600-001-260-6	10110463.547000.	1,141.90
	PUD NO 1 OF SNOHOMISH COUNTY	690-001-250-8	10110463.547000.	1,489.62
	PUD NO 1 OF SNOHOMISH COUNTY	660-001-330-1	10110463.547000.	1,880.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 670-001-300-3	10110463.547000.	9,414.71

**CITY OF MARYSVILLE**  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
39086	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 664-001-090-3	10110564.547000.	18.35
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 531-001-591-1	10110564.547000.	125.22
	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHG-6700 88 ST NE	10111230.547000.	229.07
	PUD NO 1 OF SNOHOMISH COUNTY	ACT#210-094-460-8/614 LAKEWOOD	40140080.547000.	762.07
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 327-001-612-8	40140180.547000.	26.68
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 529-001-665-7	40140180.547000.	26.68
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-090-9	40140180.547000.	148.07
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 295-001-624-2	40140180.547000.	233.00
	PUD NO 1 OF SNOHOMISH COUNTY	314-001-224-0	40140180.547000.	1,158.54
	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHARGE-600 ASH AVENUE	40142280.547000.	43.82
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 515-001-516-1	42047165.547000.	61.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 683-000-525-9	42047165.547000.	110.88
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 416-001-034-6	42047165.547000.	1,449.01
39087	PUGET SOUND SECURITY	5 DUPLICATE KEYS & RINGS	00105380.531000.	18.12
39088	VICKEY QUINTEL	INTRUCTOR AEROBICS	00105250.541020.	419.00
39089	R&R PRODUCTS INC	TINES	42047165.548000.	161.60
39090	RADIOSHACK	DIGITAL CAMERA AND BATTERIES	10111230.531000.	233.26
	RADIOSHACK	STOPWATCHES	40141580.535000.	43.38
39091	RINKER MATERIALS	PRIVATE CLASS B ASPHALT-7 TONS	40142180.531000.	402.91
39092	BEVERLY ROBISON	INSTRUCTOR FOOTCARE	00105250.541020.	165.00
39093	ROSEMOUNT ANALYTICAL	CHLORINE, PH/ORP SENSORS	40141580.535000.	2,498.17
39094	S&S WORLDWIDE INC	SUPPLIES-PARKS DAY CAMPS	00105120.531080.	147.90
39095	JESSICA SANDE	INSTRUCTOR FOOTCARE	00105250.541020.	180.00
39096	DOLLY SANDVIK	REFUND-TRIP POSTPONED	00110347.376021.	11.00
39097	SAUVAGEAU, CRAIG	UB 870180000001 7905 50TH DR N	401.122110.	135.33
39098	SCIENTIFIC SUPPLY & EQUIPMENT INC	FILTER PAPER	40142480.531400.	127.69
	SCIENTIFIC SUPPLY & EQUIPMENT INC		40142480.531400.	129.19
	SCIENTIFIC SUPPLY & EQUIPMENT INC	TUBING	40142480.531400.	440.62
39099	SELF, RANDY & DEVON	UB 520710000000 3630 175TH PL	401.122110.	39.98
39100	TIM P. SHELLENBERGER TRAINING & CONS	MULTIPLEX TRAINING CLASS 4/25	50100065.549100.	450.00
39101	CARLTON DOUP	INSTRUCTOR TAE KWON DO	00105120.541020.	663.00
39102	SHRED IT WESTERN WASHINGTON	SHREDDING SERVICES	00100110.549000.	24.75
	SHRED IT WESTERN WASHINGTON		00100310.549000.	24.75
	SHRED IT WESTERN WASHINGTON	SHREDDING SERVICE 4/30/07	00103010.541000.	118.80
39103	SIMPIER, GAIL	UB 650920000001 9829 63RD DR N	401.122110.	55.09
39104	SUKHJIT SINGH	REFUND HOME OCCUPATION FEE	00100321.319000.	50.00
39105	EVE SNIDER	INSTRUCTOR- JAZZERCISE	00105120.541020.	805.67
39106	SNOHOMISH COUNTY CORRECTIONS	JAIL SERVICE FEES-JANUARY 2007	00103960.551000.	36,783.52
	SNOHOMISH COUNTY CORRECTIONS	JAIL SERVICE FEES-FEBRUARY 07	00103960.551000.	38,901.29
39107	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNESS FUNDS	00102570.551000.	916.39
39108	SNOPAC	DISPATCH SERVICES APRIL 2007	00104000.551000.	36,255.17
39109	SOUND SAFETY PRODUCTS CO INC	CREDIT MEMO:RETURN BOOTS	40143410.526200.	-166.10
	SOUND SAFETY PRODUCTS CO INC	BOOTS- RALPH AVEY	40143410.526200.	166.10
	SOUND SAFETY PRODUCTS CO INC	T-SHIRTS	501.141100.	58.64
	SOUND SAFETY PRODUCTS CO INC	RAIN JACKETS	501.141100.	97.63
	SOUND SAFETY PRODUCTS CO INC	RAIN JACKETS, PANTS, HARD HATS	501.141100.	137.70
	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	410.07
	SOUND SAFETY PRODUCTS CO INC	HARD HATS	501.141100.	463.72
39110	SPRINGBROOK NURSERY	1 YD MED BARK- POND LANDSCAPE	00105380.531000.	18.29
	SPRINGBROOK NURSERY	1 YD MED BARK-POND LANDSCAPE	00105380.531000.	18.29
	SPRINGBROOK NURSERY	2 YD GRAVEL-BOY SCOUT PROJECT	00105380.531000.	35.50
39111	WASHINGTON STATE PATROL	RAAD AL-MANSUR-TAXI FINGERPRNT	00101130.549000.	30.00

**CITY OF MARYSVILLE**  
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39112	STRAWBERRY LANES	BOWLING INSTUCTORS	00105120.541020.	249.40
39113	SUNAGEL, ANDREW & KELLY	UB 761282640001 6114 77TH AVE	401.122110.	16.89
39114	SYSTEMS INTERFACE INC	TECHNICAL SUPPORT 3/11-3/17/07	40142480.541000.	490.12
39115	TERRA RESOURCE GROUP	CLERICAL TEMP SERVICE	00102020.549000.	413.04
	TERRA RESOURCE GROUP		00102020.549000.	413.04
	TERRA RESOURCE GROUP	TEMP WORK- B. BAGLEY 4/22/07	00105380.511000.	806.40
39116	THOMPSON PUBLISHING GROUP INC	FAMILY & MEDICAL LEAVE HANDBK	001.231700.	-34.30
	THOMPSON PUBLISHING GROUP INC		00100310.549000.	437.80
39117	DIANE TILLMAN	REFUND- SCHEDULE CONFLICT	00110347.376009.	20.00
39118	TULALIP NAILS	REFUND BUS LIC FEE OUT OF CITY	00100321.319000.	50.00
39119	TWIN PLASTICS, INC.	WALL POCKETS-FLYERS @ LIBRARY	00105380.531000.	88.37
39120	UNITED PARCEL SERVICE	PACKAGE SHIPPING CHARGES	00103121.542000.	32.23
	UNITED PARCEL SERVICE		00103222.542000.	1.91
	UNITED PARCEL SERVICE		00103222.542000.	9.32
	UNITED PARCEL SERVICE		00103222.542000.	22.00
	UNITED PARCEL SERVICE		00103222.542000.	22.88
39121	UNITED RENTALS	CHAINSAW	00105380.535000.	671.30
	UNITED RENTALS	SDS-PLUS CARB BIT	10110130.531000.	11.59
39122	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTIFICATION 3/07	40141180.541000.	290.40
39123	UTILITY VAULT	RISER, EYE BOLTS	40140580.531000.	490.05
39124	VCA ANIMAL MEDICAL CENTER	FELINE EXAM	00104230.541000.	129.99
39125	VERIZON NORTHWEST	ACCT 101543765602	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT 101543766403	00104000.542000.	35.05
	VERIZON NORTHWEST	ACCT 100367827006	00104000.542000.	57.24
	VERIZON NORTHWEST	ACCT 101543764801	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT 101543767204	00104000.542000.	87.85
	VERIZON NORTHWEST	ACCT.03 0278 1025645669	00105380.542000.	50.37
	VERIZON NORTHWEST	ACCT 109367558610	10110564.547000.	47.40
	VERIZON NORTHWEST	ACCT 107567892708	10110564.547000.	49.94
	VERIZON NORTHWEST	ACCT# 105543546905	40140180.547000.	64.38
	VERIZON NORTHWEST	ACCT # 03 0275 1062435479 07	40140180.547000.	371.35
	VERIZON NORTHWEST	ACCT 1085454631	40141580.547000.	113.63
	VERIZON NORTHWEST	ACCT 105660553702	40142280.542000.	533.61
	VERIZON NORTHWEST	ACCT.# 03 0211 1016419954 10	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT.# 03 0211 1018419951 00	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT.# 03 0211 1047419956 04	40143410.542000.	30.20
	VERIZON NORTHWEST	ACCT 101642285704	40143410.542000.	30.62
	VERIZON NORTHWEST	ACCT 101543782603	40143410.542000.	32.30
	VERIZON NORTHWEST	ACCT.# 03 0211 1013419961 04	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT.# 03 0211 1032419963 01	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT.# 03 0211 1085419968 10	40143410.542000.	65.68
	VERIZON NORTHWEST	ACCT.# 03 0211 1058419952 06	40143410.542000.	75.82
	VERIZON NORTHWEST	ACCT 101543783404	40143410.542000.	112.20
	VERIZON NORTHWEST	ACCT 106853520208	40143780.542000.	51.25
39126	VERIZON NORTHWEST	METER READING SVCS 3/16-4/15	40141280.541000.	379.39
	VERIZON NORTHWEST	PHONE CHARGES- 360-929-5339	40143410.542000.	9.56
39127	WASHINGTON STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	001.237010.	50,009.31
	WASHINGTON STATE TREASURER		001.237030.	454.50
39128	WA URISA	CONFERENCE- DAVE DOOP	00102020.549000.	185.00
39129	WA ASSOC OF BUILDING OFFICIALS	QUARTERLY MEETING	00102020.549000.	40.00
39130	WASTE MANAGEMENT NORTHWEST	YARDWASTE/RECYCLE SRVC-APRIL	41046290.541000.	66,959.74
39131	WEED GRAAFSTRA AND BENSON INC PS	PROFESSIONAL SERVICES	00105515.541000.	1,964.75

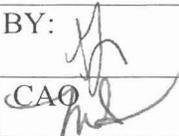
**CITY OF MARYSVILLE**  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
39131	WEED GRAAFSTRA AND BENSON INC PS	PROFESSIONAL SERVICES	00105515.541000.	9,254.17
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	17,082.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.T0102	1,040.50
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	1,264.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	1,461.69
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	391.32
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	1,221.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	1,282.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	9,254.17
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	2,492.00
39132	WESTERN FACILITIES SUPPLY INC	CREDIT FOR FOAM DRINK CUPS	00103960.531000.	-16.53
	WESTERN FACILITIES SUPPLY INC	FINANCE CHARGE	00103960.531000.	15.87
	WESTERN FACILITIES SUPPLY INC	HI-DE CAN LINERS	00103960.531000.	61.62
	WESTERN FACILITIES SUPPLY INC	ULTRA PUREX LIQUID	00103960.531000.	219.47
	WESTERN FACILITIES SUPPLY INC	PAPER & TOILETRY SUPPLIES	00103960.531000.	793.74
	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	326.85
39133	JEREMY WOOD	TRAVEL-DRUG ENFORCE TRAINING	00103121.543000.	132.00
	JEREMY WOOD		00103121.543000.	947.04
39134	LORENE J. WREN	REFUND BUS LIC FEE-NOT IN CITY	00100321.319000.	50.00
39135	WSSUA	UMPIRES CO-ED SOFTBALL LEAGUE	00105120.531010.	1,176.00
39136	ZEP MANUFACTURING COMPANY	ZEP BIG ORANGE SPRAYER	10110130.549000.	176.26
39137	ZIMMERMAN, CAROL	UB 911830000000 1722 4TH ST	401.122110.	23.20
	ZIMMERMAN, CAROL		401.122120.	63.80
	ZIMMERMAN, CAROL		401.122130.	16.00
<b>WARRANT TOTAL:</b>				<b>666,990.59</b>
<b>LESS VOIDS</b>				
		CK 31446		(457.88)
				<b><u><u>\$666,532.71</u></u></b>

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 7, 2007**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the April 20, 2007 payroll in the amount \$610,397.61 Check No.'s 17745 through 17803.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**PAYROLL**  
FOR PERIOD-4

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **PAYROLL** IN THE AMOUNT OF **\$610,397.61** PAID BY **CHECK NO.'S 17745 THROUGH 17803** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER 4/19/07  
DATE

  
\_\_\_\_\_  
MAYOR 5/1/07  
DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **20TH DAY OF APRIL 2007.**

\_\_\_\_\_  
COUNCILMEMBER COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER COUNCILMEMBER

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 7, 2007**

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the May 4, 2007 payroll in the amount \$983,448.19 Check No.'s 17804 through 17874.
COUNCIL ACTION:

BLANKET CERTIFICATION  
**PAYROLL**  
FOR PERIOD-5

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **PAYROLL** IN THE AMOUNT OF **\$983,448.19** PAID BY **CHECK NO.'S 17804 THROUGH 17874** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

*A. J. [Signature]* 5/4/07  
AUDITING OFFICER DATE

*Dennis Z Kerchell* 5/9/07  
MAYOR DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **5TH DAY OF MAY 2007.**

\_\_\_\_\_  
COUNCILMEMBER COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER COUNCILMEMBER

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COUNCILMEMBER COUNCILMEMBER

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COUNCILMEMBER COUNCILMEMBER

**CITY OF MARYSVILLE-  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** May 14, 2007

AGENDA ITEM: PA 0011055 Waldow Heights – Final Plat	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Senior Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Ordinance 2518 2. Hearing Examiner Decision dated 03/31/04 3. Site Plan 4. Vicinity Map 5. Legal Description 6. Final plat checklist	APPROVED BY: 	
	MAYOR  	CAO  
BUDGET CODE:	AMOUNT:	

On May 10<sup>th</sup>, 2004, the City Council approved Ordinance No. 2518 approving the preliminary plat of Bucher Highlands PRD (aka Waldo Heights PRD) and rezone from R-4.5 to PRD 4.5 creating 13 lots on approximately 4.47 acres. The applicant has met all conditions of final plat approval.

The project is generally located west of 75<sup>th</sup> Ave NE and south of 52<sup>nd</sup> St NE, being a portion of the SW ¼ of Section 35, Township 30N, Range 5E, WM.

RECOMMENDED ACTION: Planning Staff recommends Council authorize the Mayor to sign the Final Plat Mylar for Waldow Heights PRD.
COUNCIL ACTION:

cc: Com Dev  
Code Pub  
MRSC

CITY OF MARYSVILLE *orig: File*  
Marysville, Washington

ORDINANCE NO. 2518

AN ORDINANCE OF THE CITY OF MARYSVILLE AFFIRMING  
THE DECISION OF THE HEARING EXAMINER AND REZONING  
PROPERTIES OWNED BY JOHN and ANNE BUCHER  
AMENDING THE OFFICIAL ZONING MAP OF THE CITY

WHEREAS, John and Anne Bucher own one parcel that is approximately 4.47 acres in size located south of 52<sup>nd</sup> St NE, west of 75<sup>th</sup> Ave NE, and east of 73<sup>rd</sup> Dr NE in the City of Marysville, said property being legally described in EXHIBIT A attached hereto; and

WHEREAS, John and Anne Bucher applied to the City of Marysville for a preliminary plat, preliminary site plan approval, and rezone from R-4.5 to PRD 4.5 under File No. PA 0011055; and

WHEREAS, the City Hearing Examiner held a public hearing on said preliminary plat, preliminary site plan approval, residential density incentives, and rezone on March 25, 2004 and adopted Findings of Fact, Conclusions and a Recommendation approving the preliminary plat, preliminary site plan, and rezone of John and Anne Bucher subject to 10 conditions; and

WHEREAS, the Marysville City Council held a public meeting on said preliminary plat, preliminary site plan, and rezone on May 10, 2004 and concurred with the Findings of Fact, Conclusions and Recommendation of the Hearing Examiner, NOW, THEREFORE,

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

Section 1. The Findings of Fact, Conclusions and Recommendation of the Hearing Examiner with respect to the above referenced preliminary plat, preliminary site plan approval, and rezone are hereby approved, and the above described property is hereby rezoned from R-4.5 to PRD 4..5

Section 2. The zoning classification for the above-described property shall be perpetually conditioned upon strict compliance with each of the conditions set forth in the Recommendation of the Hearing Examiner. Violation of any of the conditions of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City.

Section 3. The official Zoning Map of the City of Marysville is hereby amended to reflect the reclassification of the above-described property.

Section 4. This decision shall be final and conclusive with the right of appeal by any

aggrieved party to the Superior Court of Snohomish County by filing a Land Use Petition pursuant to the Land Use Petition Act within twenty-one (21) days after passage of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this 10<sup>th</sup> day of May, 2004.

CITY OF MARYSVILLE

By Dennis Z Kendall  
DENNIS KENDALL, Mayor

ATTEST:

By Gerry Becker  
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed  
GRANT K. WEED, City Attorney

Date of Publication: 5/12/04

Effective Date (5 days after publication): 5/17/04

**LEGAL DESCRIPTION:**

THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF THE  
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,  
TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., AS RECORDED IN VOLUME  
234 OF DEEDS ON PAGE 144, LESS THE EAST 30' FOR COUNTY ROAD  
UNDER AUDITOR'S FILE NUMBER 924820, RECORDS OF SNOHOMISH COUNTY,  
WASHINGTON.

SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE  
OF WASHINGTON.

**CITY OF MARYSVILLE**  
**Hearing Examiner**  
**Findings, Conclusions and Recommendation**

---

**APPLICANT:** John & Ann Bucher  
**CASE NO.:** PA 0011055  
**LOCATION:** South of 52<sup>nd</sup> St. NE, west of 75<sup>th</sup> Ave. NE, and east of 73<sup>rd</sup> Dr. NE  
**APPLICATION:** 13-lot preliminary site plan, preliminary plat approval, rezone to PRD 4.5

**SUMMARY OF RECOMMENDATION:**

Planning Staff Recommendation: Approve with conditions  
Hearing Examiner Decision: Approve with conditions

**PUBLIC HEARING:**

After reviewing the official file, which included the Planning Staff's Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Bucher application was opened at 7:09 p.m., March 25, 2004, in the Council Chambers, Marysville, Washington, and closed at 7:16 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Planning Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

**HEARING COMMENTS:**

As noted in the minutes of the hearing, comments were offered by:

From the City:

Cheryl Dungan, Senior Planner

From the Applicant:

Bill Porter, Agent for the Applicant

From the Community:

No one from the general public attended the public hearing.

**WRITTEN COMMENTS:**

Written comments were submitted by Brad Johnson and Suzanne Smith (See Exhibits 14 & 52).

## **INTRODUCTION:**

The applicant is requesting approval of a rezone from R-4.5 to PRD 4.5, preliminary site plan and preliminary plat approval for the single-family residential development of Bucher Highlands. Approval of the rezone, preliminary site plan, preliminary plat would create 13 single-family lots on approximately 4.47 acres.

According to the preliminary drainage report, storm water will be collected and conveyed to an on-site detention facility prior to release to the downstream system.

The SEPA checklist indicates that approximately 1,500-2,000 cubic yards of cut/fill will be required to construct the project as proposed.

## **FINDINGS CONCLUSIONS AND DECISION:**

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

### **A. FINDINGS AND CONCLUSIONS:**

1. The information contained in Sections I and II of the Planning Staff's Advisory Report (Hearing Examiner Exhibit 52) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Planning Department.
2. The minutes of the meeting accurately summarize the testimony offered at the hearing and by this reference are entered into the official record.
3. At the hearing, staff noted that the wetlands have been thoroughly reviewed and that the Applicant's wetland consultant, the City's wetland consultant and City staff all agree on the boundaries of the wetland. However, she recommended that prior to any construction on the site, including road construction, she would like to see where everything is in relation to one another (she would like to have the roadway and wetlands checked against the property boundaries).
4. The Applicant's agent concurred with the staff advisory report and concurred with the staff recommendation that the wetlands and roadway be flagged for verification of their locations before any construction takes place.
5. If approved as conditioned below, the development will be consistent with the comprehensive plan and will meet the requirements and intent of the Marysville Municipal Code.

6. If approved as conditioned below, the development will make adequate provisions for open space, environmentally sensitive areas, drainage streets and other public ways, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.
7. If approved as conditioned below, the development will be beneficial to the public health, safety and welfare and will be in the public interest.
8. If approved as conditioned below, the development will not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.
9. The area, location and features of land proposed for dedication are a direct result of the development proposal are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

#### **B. RECOMMENDATION:**

Based upon the above stated findings and conclusions, the Hearing Examiner recommends approval of the preliminary plat, preliminary site plan, and rezone to PRD 4.5 subject to the following conditions:

1. Prior to construction plan approval, the applicant's engineer shall demonstrate to the satisfaction of the city's engineering staff, that hydrology to both the on-site and off-site wetlands are not negatively impacted by this development.
2. Prior to construction, the applicant shall have the wetlands and roadway boundaries flagged to verify their locations.
3. Prior to construction plan approval, the applicant shall submit documentation from the project biologist that the buffer averaging criteria can be met. Additionally, the proposed buffer averaging adjacent to the cul-de-sac shall be revised not to exceed the maximum 25% threshold, or shall be eliminated. (MDNS #1)
4. The recommendations outlined in the Habitat Management Plan shall be followed during project construction. (MDNS #2)
5. The applicant's geotechnical engineer shall closely monitor the earthwork during construction to ensure both the type of fill used is appropriate and that the fill is placed and compacted properly. A letter from the geotechnical engineer shall be submitted prior to final plat approval to verify that all of the recommendations outlined in the geotechnical investigation have been followed and that the fill has been properly placed. (MDNS #3)
6. Wetland fencing and signage adjacent to a regulated wetland or stream corridor shall be constructed with pressure treated posts and rails, and cemented into the ground with either cedar or treated rails. Alternative materials may be used subject to approval by the

City. Signs designating the presence of the environmentally sensitive area shall be posted along the buffer boundary. The signs shall be posted at a rate of 100 feet (at minimum). (MDNS #4)

7. The applicant shall participate on a proportionate share basis towards the City's street system in the amount of \$20,046.00. Payment shall be made prior to final plat approval. (MDNS #5)
8. The applicant shall participate on a proportionate share basis towards the County's street system in the amount of \$2,938.80. Payment shall be made prior to final plat approval. (MDNS #6)
9. The applicant shall participate on a proportionate share basis towards the signalization of the SR 9/SR528 intersection in the amount of \$116.20 to off set negative impacts from this development. Payment shall be made prior to final plat approval. (MDNS #7)
10. Prior to final plat approval, the applicant shall provide a final, detailed landscape/reforestation plan that will include, but not be limited to, the following improvements:
  - ◆ Street trees spaced 40 feet on center. These trees shall be a minimum of 1½" caliper and 6' to 8' in size at the time of planting. Tree species should be selected from the City's recommended street tree listing in the streetscape plan. Concurrently with street tree installation, the applicant shall install sod within all planter strips located within public right-of-way.
  - ◆ Yard trees at a rate of two (2) trees per lot. These trees should include at least one evergreen tree, which is a native species to the Northwest region. These trees shall be a minimum of 1¼" caliper and 6' to 8' in size for deciduous and 6' in size for evergreen.
  - ◆ On-site tree retention.
  - ◆ Detention pond treatment

(Note: Street trees to either be installed or bonded for prior to final plat approval, yard trees to be installed prior to final home inspection for that particular lot).

Dated this 31st day of March 2004

  
Ron McConnell, FAICP  
Hearing Examiner

**RECONSIDERATION:**

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 15.11.020(3). The examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue its decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

**COUNCIL ACTION:**

Recommendations by the Examiner on rezones or shoreline conditional use permits will constitute a final action by the City unless a timely written request for a closed record appeal is filed with the City Council within 14 days after issuance of the recommendation. In the event of a timely appeal, the City Council will conduct a closed record hearing of this case. Closed record hearings shall be on the record and no new evidence may be presented. The City Council's action will be the final action of the City.

**JUDICIAL APPEAL:**

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Titles 15 to 20 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, RCW 36.70C within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

**EXHIBITS:**

The following exhibits were offered and entered into the record:

1. Wetland Delineation Report from Wetland Resources Inc.

2. Draft Scope of Services for Wetland Review 3-27-02
3. Wetland Report & Conceptual Mitigation Plan
4. Preliminary Storm Drainage Computations
5. Assessor's Map
6. Traffic Impact Fees
7. Two-Way Stop Control Summary
8. Gibson Traffic Consultants
9. Environmental Checklist
10. Wetland Report & Conceptual Mitigation Plan dated Received 3-8-02
11. Preliminary Plat Drawings 3-8-02 (Superceded)
12. Preliminary Plat Drawings 8-5-03 (Superceded)
13. Neighborhood meeting summary dated 3-14-02
14. E-mail from Brad Johnson dated 3-25-02
15. Affidavit of Publication.
16. Letter referenced Traffic Impact Fees dated 3-26-02
17. Wetland Flagging Map
18. Fax Transmittal dated 5-23-02
19. Technical Review comments dated 5-20-02
20. Revised Wetland Boundaries dated 5-21-02
21. Wetland Review dated 6-10-02
22. Revised Plat Map fax transmittal dated 12-4-02
23. Letter dated 2-4-03 Ref: increased school Mitigation fees
24. City of Marysville environmental checklist
25. Wetland Report & Conceptual Mitigation Plan received 8-5-03 (Superceded)
26. Traffic Engineering - Traffic Analysis received 8-5-03
27. Traffic mitigation offer to Snohomish County
28. Request for review checklist
29. General Civil plan review comments
30. Preliminary Plat Engineering Comments memo dated 8-20-03
31. Request for review: preliminary plat & rezone dated received 8-14-03
32. Request for review: preliminary plat & rezone dated received 8-28-03
33. Traffic Impact fees letter dated 8-27-03
34. Request for review comments dated received 8-29-03
35. Technical review comments letter dated 9-9-03
36. Letter to Ms. Schmidt dated 1-23-04
37. Fax transmittal to AJ Bredberg & John Bucher dated 9-9-03
38. Preliminary storm drainage computations received 8-5-03
39. Wildlife Survey and recommended Habitat Manage. Plan
40. Traffic mitigation offer to Snohomish County dated received 2-3-04
41. Mitigated determination of non-significance
42. City of Marysville environmental checklist dated received 1-9-04
43. Affidavit of posting
44. Fax To AFM Ind. From B&A Inc. Subj: Bucher report dated received 1-9-04
45. Snohomish county traffic study requirements traffic study checklist and mitigation

46. Preliminary plat approval dated received 2-18-04
47. Preliminary Plat dated received 1-9-04
48. Conceptual Landscape Plan
49. Tree inventory map
50. Affidavit of Posting
51. Affidavit of Publication
52. Staff Recommendation
53. Affidavit of Publication
54. Letter from Suzanne Smith received 3/25/04

**PARTIES of RECORD:**

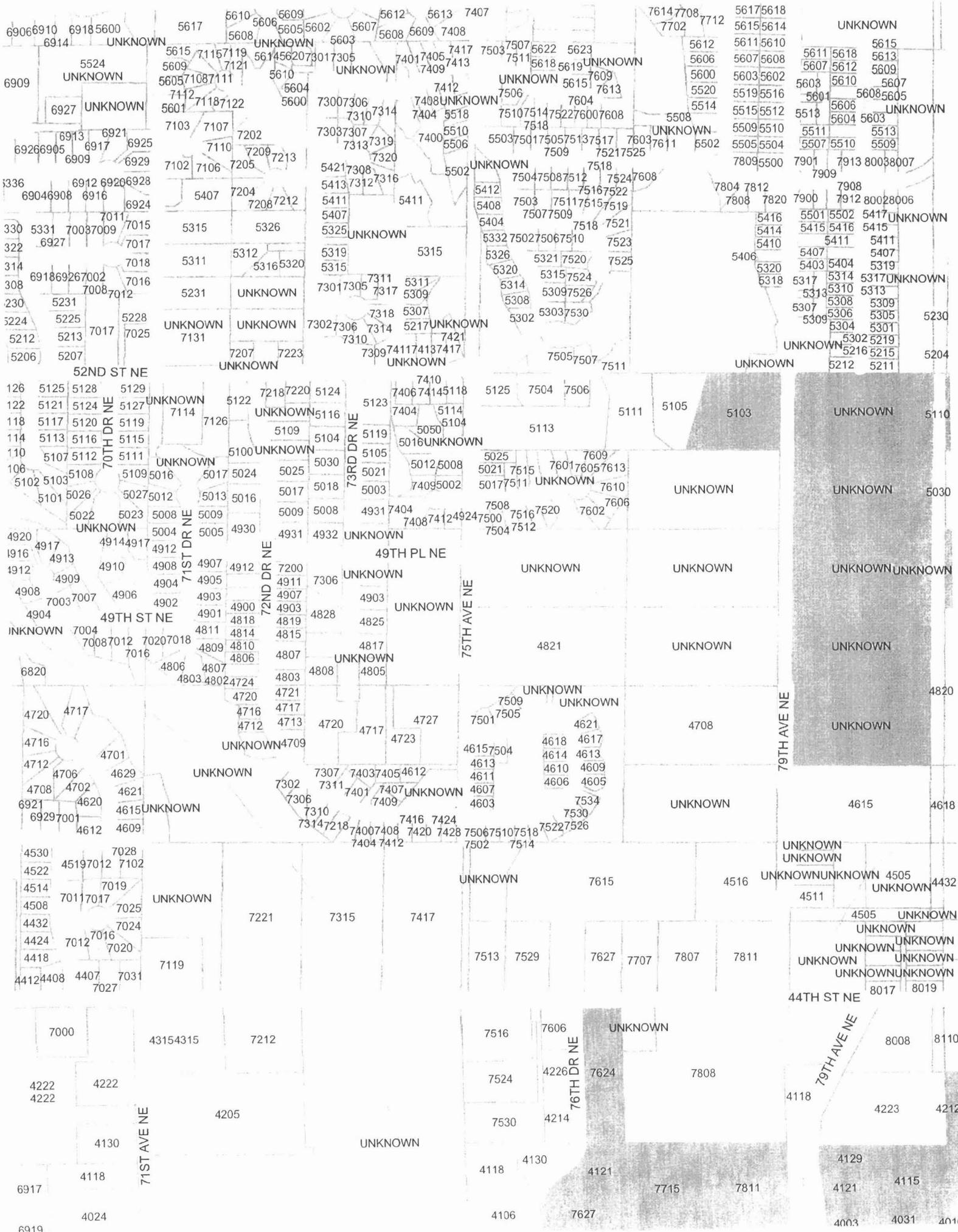
John & Ann Bucher  
815 38<sup>th</sup> Ave.  
Seattle, WA 98112

Bill Porter  
AFM Industries  
1088 Madison St., Suite C  
Everett, WA 98203

Suzanne Smith & Brad Johnson  
4821 75<sup>th</sup> Ave. NE  
Marysville, WA 98270

Planning Department





**LEGAL DESCRIPTION**

THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY WASHINGTON.

EXCEPT THE NORTH 20 FEET FOR ROAD PURPOSES AS RECORDED IN VOLUME 234 OF DEEDS ON PAGE 144;

AND EXCEPT THE EAST 30 FEET FOR ROAD PURPOSES AS RECORDED UNDER AUDITOR'S FILE NUMBER 924820, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.





COMMUNITY DEVELOPMENT DEPARTMENT  
 80 Columbia Avenue, Marysville, WA 98270  
 (360) 363-8100, (360) 651-5099 FAX

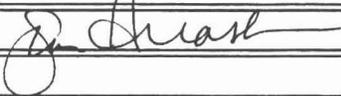
**FINAL PLAT CHECK LIST**

Plat Name: Waldow Heights PA # 0011055

Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	<i>[Signature]</i>	4/30/07
	Planning	<i>CDP</i>	4/30/07
2. Letter of Segregation to Assessor	Planning	<i>CDP</i>	4/30/07
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	<i>[Signature]</i>	4/27
Asbuilts – Including Digital Files	Const. Insp.	<i>RKH</i>	4/27
Bill(s) of Sale	Const. Insp.	<i>[Signature]</i>	4/30
Maintenance and Warranty Funding	Const. Insp.	<i>[Signature]</i>	4/17
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	<i>[Signature]</i>	4/27
Asbuilts – Including Digital Files	Const. Insp.	<i>[Signature]</i>	4/27
Bill(s) of Sale	Const. Insp.	<i>[Signature]</i>	4/30
Maintenance and Warranty Funding	Const. Insp.	<i>[Signature]</i>	4/17
5. Performance Bond – Submitted/Approved (If Required - Road and Storm Drain Only)	Const. Insp.	<i>[Signature]</i>	4/17
6. Inspection Fees - Calculated and Paid	Const. Insp.	<i>[Signature]</i>	4/30
7. Final Plat Fee - Calculated and Paid	Planning	<i>CDP</i>	4/30/07
8. TIP Fees: City \$20,046.00 County \$2,938.00	Planning	<i>CDP</i>	4/30/07
9. Parks Mitigation Fees: \$14,495	Planning	Prior to bldg permit <i>CDP</i>	4/30/07
10. School District Mitigation Fees: \$109,642.00	Planning	Prior to Bldg permit <i>CDP</i>	4/30/07
11. Signage and Striping Installed	Const. Insp.	<i>[Signature]</i>	4/30
12. Final Grading and TESC Inspection	Const. Insp.	<i>[Signature]</i>	3.09

13. Satisfied Hearing Examiner's Conditions of Approval	Planning	CDP	4/30/07
14. Utility/Recovery/Main Fees	Land Dev.	RJ	4/30/07

**Plat Approved for Recording:**

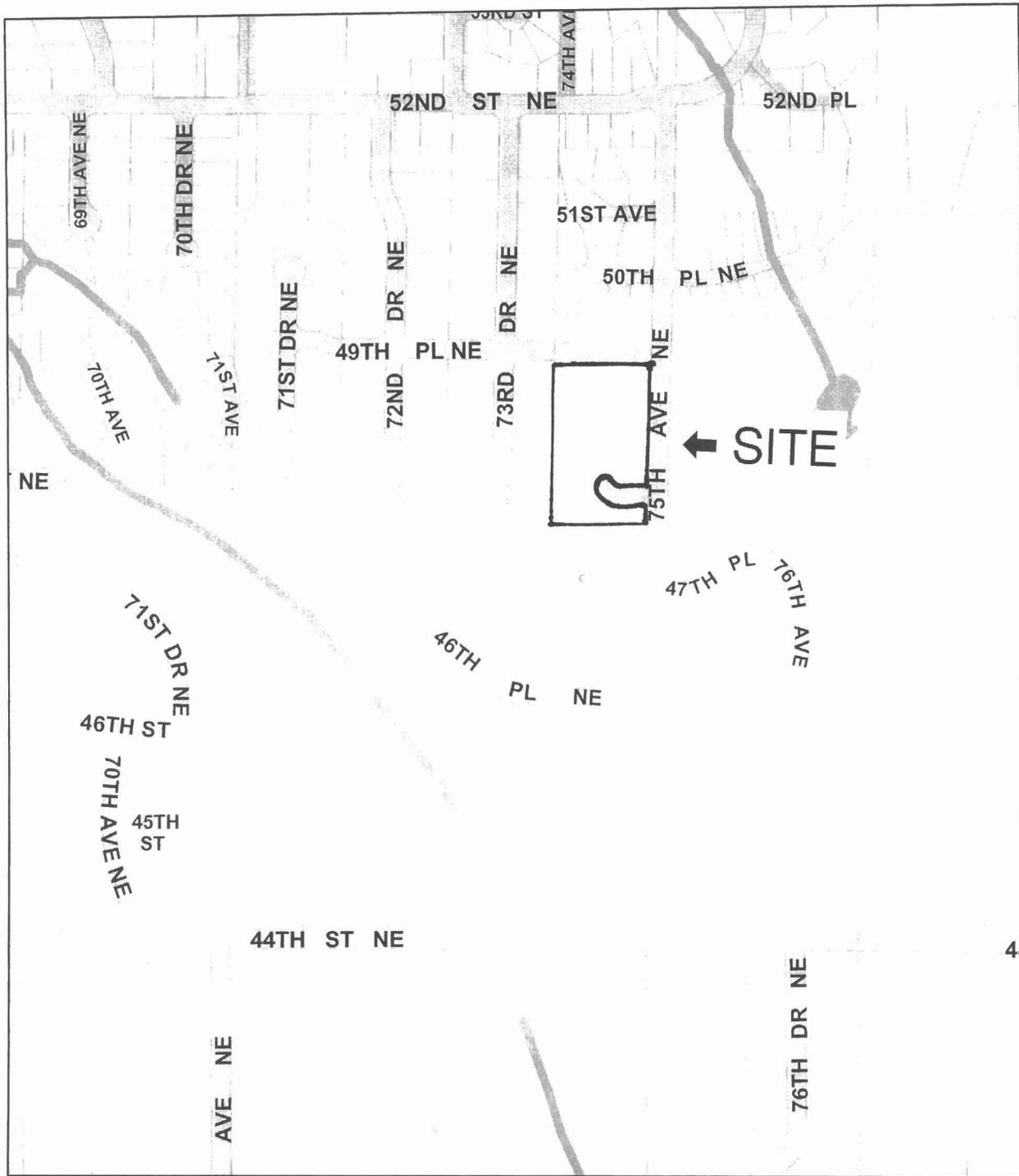
Community Development Director: 

Date:

City Engineer:

Date:

Note: The final plat will not be scheduled before the City Council until this checklist is complete.



	City limits		Recoveries - areas		Mixeduse overlay		Mixed Use		R6.5 Single Family High
	Urban growth area		Recoveries - lines		Waterfront overlay		General Industrial		R4.5 Single Family Medium
	Deferments		Road		General Commercial		Light Industrial		Public-Institutional
	Annexation covenants		Sewer		Downtown Commercial		R28 Multi-Family High		Recreation
	New language		Water		Community Business		R18 Multi-Family Medium		Open
	FALSE		Main fees		Business Park		R12 Multi-Family Low		Undesignated
	TRUE		Sewer		Neighborhood Business		R8 Single Family High Small Lot		
			Water						

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

AGENDA ITEM: Project Acceptance: 2006 Sewer Replacement Project	AGENDA SECTION: New Business
PREPARED BY: David Zull, Project Manager I (3)	AGENDA NUMBER:
ATTACHMENTS:  Location Maps (2)	APPROVED BY:
	MAYOR: <i>DZK</i> CAO: <i>MS</i>
BUDGET CODE:	AMOUNT:

The City Council awarded the “2006 Sewer Replacement Project” contract to Snelson Companies, Inc., on July 24, 2006, in the amount of \$474,571.41, including State Sales Tax.

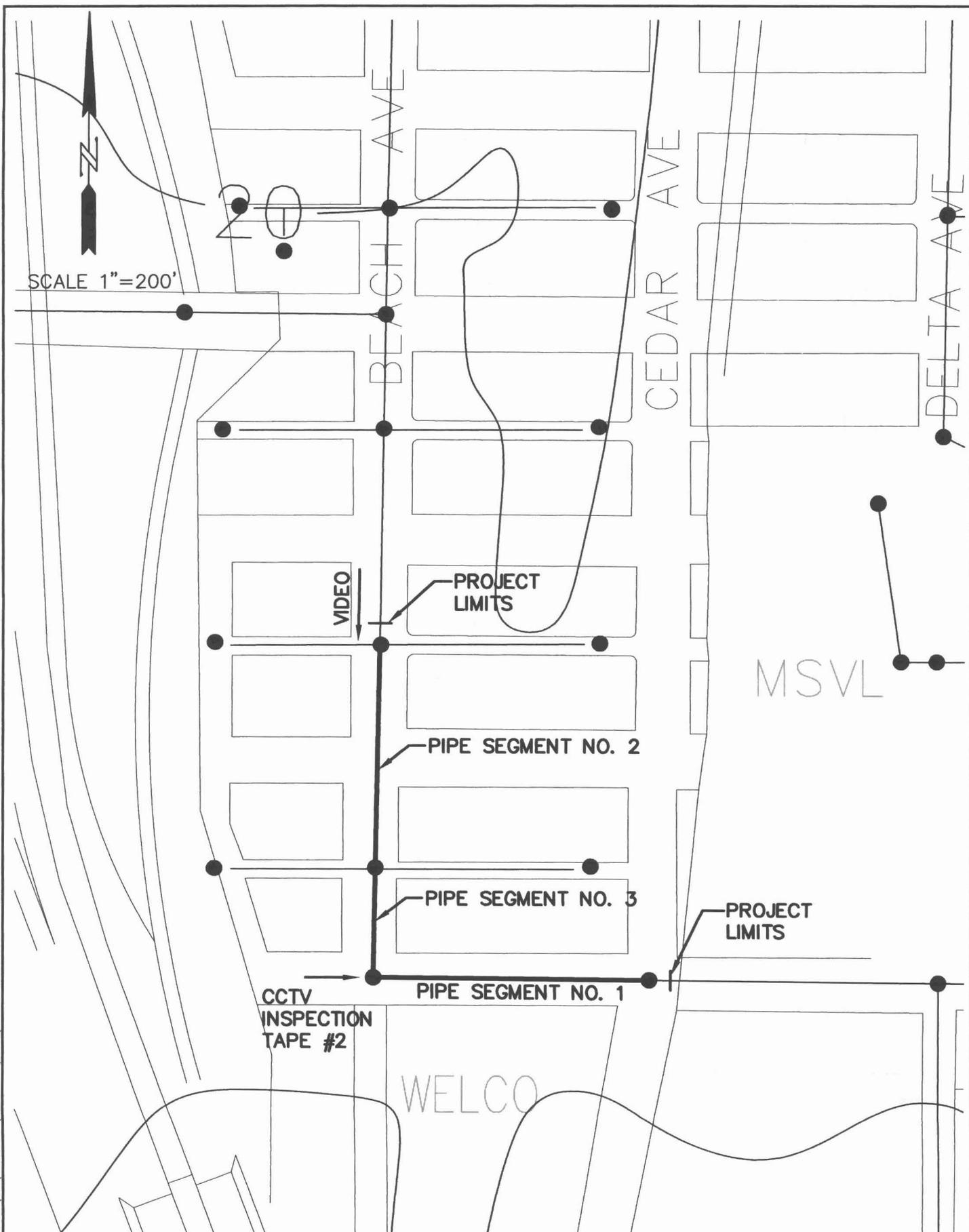
Snelson Companies completed the work for this project on January 19, 2007. The project contract was completed at a total cost of \$413,938.00, which is \$60,633.41 below the original bid amount.

The work performed under this Contract was inspected by City Engineering staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

**RECOMMENDED ACTION:**

**Staff recommends project acceptance of the 2006 Sewer Replacement project to start the 45-day lien filing period for project closeout.**

**COUNCIL ACTION:**



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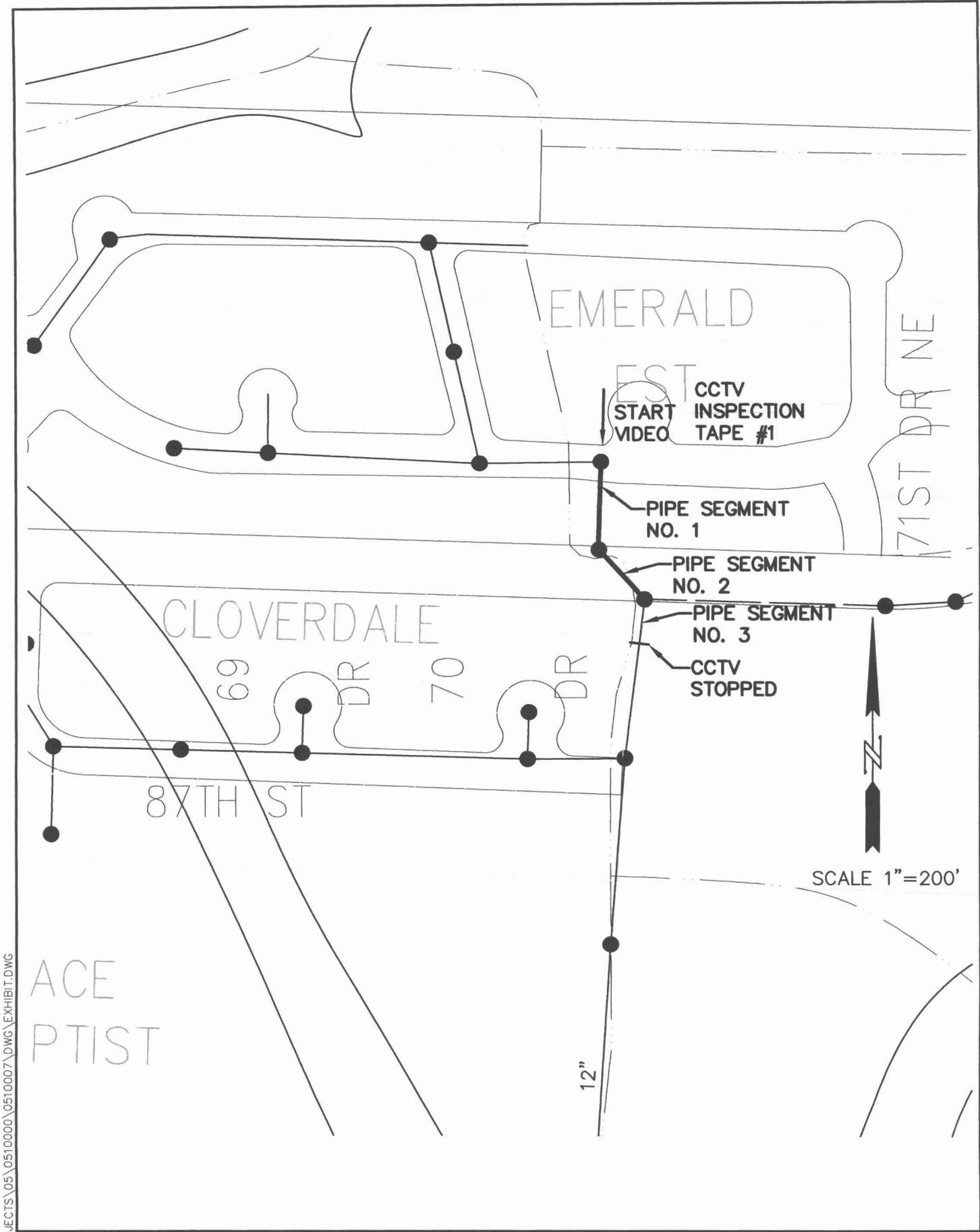
**HAMMOND COLLIER**  
WADE LIVINGSTONE



SEATTLE (206) 632-2664    WENATCHEE (509) 662-1762    OMAK (509) 826-5861    LAKEWOOD (253) 472-1992

**CITY OF MARYSVILLE**  
**1ST STREET & BEACH AVE**  
**SEWER IMPROVEMENTS**

FIGURE 1



\\FS1\VOL1\PROJECTS\05\0510000\0510007\DWG\EXHIBIT.DWG

**HAMMOND COLLIER**  
WADE LIVINGSTONE



SEATTLE (206) 632-2664  
WENATCHEE (509) 662-1762  
OMAK (509) 826-5861  
LAKEWOOD (253) 472-1992

**CITY OF MARYSVILLE**  
**88TH PL NE & NE 87TH ST**  
**SEWER IMPROVEMENTS**

FIGURE 2

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING:** May 14, 2007

<b>AGENDA ITEM:</b> Water and Sewer Mutual Aid Agreement with Everett Water Utilities Committee (EWUC)	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Larry Larson, Public Works Superintendent <i>LL</i>	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1) Revised Water and Sewer Mutual Aid Agreement 2) Resolution	<b>APPROVED BY:</b> <div style="text-align: center;"><i>PR</i></div>	
	<table border="1" style="width: 100%;"> <tr> <td data-bbox="1042 630 1222 688"> <b>MAYOR</b>  <i>DLK</i> </td> <td data-bbox="1222 630 1401 688"> <b>CAO</b>  <i>MS</i> </td> </tr> </table>	<b>MAYOR</b> <i>DLK</i>
<b>MAYOR</b> <i>DLK</i>	<b>CAO</b> <i>MS</i>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**SUMMARY STATEMENT**

The City of Marysville entered into a Water and Sewer Mutual Aid Agreement with EWUC (Everett Water Utilities Committee) in 1995. The purpose of this agreement was to provide personnel, materials and equipment to other Purveyors who are parties to the agreement and who request assistance to handle a disaster or emergency.

The council authorized the Mayor to sign an update to the Agreement on July 24, 2006. However, the finalized agreement (June 26, 2006) had a text error in Section 6 (Indemnification). This correction requires signature on the corrected agreement.

The City attorney has reviewed the revised Water and Sewer Mutual Aid Agreement.

<b>RECOMMENDED ACTION:</b>  Public Works staff recommends the Council authorize the Mayor to sign the corrected Water and Sewer Mutual Aid Agreement with EWUC.
<b>COUNCIL ACTION:</b>

## **WATER AND SEWER MUTUAL AID AGREEMENT - 2006**

THIS MUTUAL AID AGREEMENT is by and between all water and sewer utilities (Purveyors) in Snohomish County that have approved this Agreement, who are authorized to provide the benefits and undertake the obligations contained in this Agreement, and have executed this Agreement.

**COPY**

### **RECITAL**

Subject to the terms and conditions below, each of the Purveyors agrees to provide personnel, materials and equipment to other Purveyors who are parties to this Agreement and who request assistance to handle a disaster or emergency.

### **AGREEMENT**

It is agreed by the Purveyors as follows:

1. Request for Assistance. A Purveyor, through its Designated Official, may request another Purveyor to send personnel, materials and equipment to deal with a disaster or emergency. A request for assistance may be oral or written. If the request is oral, it shall be confirmed in writing by the requesting Purveyor's Designated Official as soon as practicable after the request. A written request or confirmation shall be in a form sufficient to demonstrate that it was made by a Designated Official. Each request or confirmation shall describe the equipment, personnel, materials, and other resources that are needed to address the disaster or emergency.

2. Definition of Disaster or Emergency. A disaster or emergency is an event or situation which (1) demands immediate action to preserve public health or protect life or property or (2) reaches a dimension or degree of destructiveness as to warrant the Governor of the State of Washington declaring a state of emergency.

3. Response to Request. The responding Purveyor, through its Designated Official, should, as soon as reasonably possible determine whether personnel, materials and equipment are available to respond to the request for disaster or emergency assistance. Following that determination, the responding Purveyor's Designated Official should, as soon as reasonably possible advise the requesting Purveyor of the availability of personnel, materials and equipment; and, if any or all of such items are available, the approximate time when such will be provided. The judgment of the responding Purveyor's Designated Official shall be final as to the availability of personnel, materials and equipment. A responding Purveyor shall not be liable to the requesting Purveyor or any person or entity for failing to respond to a request for assistance or provide personnel, materials and equipment. By signing this Agreement, any party who requests assistance pursuant to this Agreement waives and releases all claims for damages of any kind against any other party who fails to respond to a request for, or does not provide assistance, personnel, materials or equipment.

4. Control of Personnel and Equipment. Personnel and equipment of the responding Purveyor that are made available to the requesting Purveyor shall, to the fullest extent possible, remain under the control and direction of the responding Purveyor; the responding Purveyor shall be and remain at all times an independent contractor. The responding Purveyor's employees shall remain solely the employees of the responding Purveyor. The requesting

Purveyor shall coordinate the activities of personnel and equipment of the responding Purveyor, provided however, employees of the responding Purveyor remain employees of the responding Purveyor while performing functions and duties on behalf of the requesting Purveyor. The responding Purveyor shall retain the right to withdraw at any time some or all of its personnel, materials and equipment for any reason. Notice of intention to withdraw shall be communicated to the requesting Purveyor's Designated Official, as soon as possible; however, it need not be in writing. A responding Purveyor shall not be liable to the requesting Purveyor or any person or entity for first providing personnel, materials or equipment and later withdrawing some or all of the same personnel, materials or equipment, according to the provisions of this Agreement. By signing this Agreement, any party who requests assistance pursuant to this Agreement waives and releases all claims for damages of any kind against the responding Purveyor for withdrawing some or all of its personnel, materials or equipment that were provided pursuant to this Agreement.

5. Status of Personnel. All privileges, immunities, rights, duties and benefits of officers and employees of the responding Purveyor shall apply while those officers and employees are performing functions and duties on behalf of the requesting Purveyor, unless otherwise provided by law.

6. Indemnification. To the extent permitted by law, the requesting Purveyor shall protect, defend, hold harmless and indemnify all other responding signatory Purveyors, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of the requesting Purveyor's officers, employees, and

agents arising out of or in connection with any acts or activities authorized by this Agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses which may be caused by the sole negligence of the responding Purveyors or their authorized agents or employees.

This indemnity obligation extends to all claims against the responding Purveyor by an employee or former employee of the requesting Purveyor, and for this purpose, by mutual negotiation, the requesting Purveyor expressly waives as respects to the responding Purveyor only, all immunity and limitation and liability under any industrial insurance act, including Title 51, 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.

7. Insurance. A Purveyor shall maintain insurance or adequately self-insure for the activities of its personnel and equipment while operating under this Agreement.

8. Cost Reimbursement. The requesting Purveyor shall reimburse the responding Purveyor for the actual cost of providing assistance. The reimbursement will be based upon the responding Purveyor's regular schedule of hourly rates for personnel and equipment, and the actual costs of materials, reasonable food, lodging and out-of-pocket expenses; reimbursement shall include all salaries, benefits, administrative costs and overhead of the responding Purveyor, determined in accordance with the responding Purveyor's then-existing regularly adopted policies and practices. Reimbursement shall be made within 90 days after receipt by the requesting Purveyor of an itemized voucher of costs. The requesting Purveyor shall have the right to audit books and records related to the cost of providing assistance.

9. Authorization: Effective Date: Duration. A Purveyor shall authorize and approve this Agreement by formal action of its governing body. This Agreement shall be effective upon authorizing actions by two or more Purveyors and is subject to the termination procedures set out herein, and shall remain in effect as long as two or more authorizing actions are in effect. Upon an authorizing action and execution of this Agreement, a Purveyor shall send a certified copy of the action and the Agreement to the City of Everett. The Everett Utilities Director shall maintain a list of mutual aid Purveyors hereunder and the job title of their respective Designated Officials and shall send an updated list to all Purveyors annually, and whenever Purveyors are added to or eliminated from the list or whenever a Purveyor changes the job title or title holder of its Designated Official for this Agreement.

10. Rescission of Prior Agreements.

This Agreement, once formally authorized by each signing Purveyor, shall, one at a time, immediately supersede and rescind that same signing Purveyor's prior SEWER AND WATER MUTUAL AID AGREEMENT (developed in 1995) with all other signers of that Agreement.

11. Termination. This Agreement shall remain binding upon a Purveyor until that Purveyor repeals or revokes its authorizing action. Upon repeal or revocation, the Purveyor shall send a certified copy of the action to the Everett Utilities Director. Withdrawal from this Agreement shall not relieve the withdrawing Purveyor from the obligations incurred under this Agreement prior to the effective date of the withdrawal, which is the date upon which the withdrawing Purveyor delivers a copy of its repealing action or revocation to the Utilities Director for the City of Everett.

12. No Third Party Rights. This Agreement is for the benefit of the Purveyors who are active parties to this Agreement and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Purveyor owe any duty to a third party not a signatory of this Agreement by virtue of this Agreement.

13. Designated Official. All Agreement references to the Designated Official, whose job title is identified at the end of this Agreement, shall refer to the holder of that job title or his or her designee. The Purveyor may, at its discretion, change the job title of their Designated Official by notifying the City of Everett.

Job Title of Designated Official for the purposes of initiating this Agreement:

Public Works Superintendent

City of Marysville

By (Signature) \_\_\_\_\_

Dennis L. Kendall, Mayor

Dated: \_\_\_\_\_

**COPY**

ATTEST:

By (Signature) \_\_\_\_\_

City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By (Signature) \_\_\_\_\_

Grant K. Weed, City Attorney

Dated: \_\_\_\_\_

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

COPY

A resolution of the City of Marysville, Snohomish County, Washington, to authorize the Mayor to sign the Water and Sewer Mutual Aid Agreement – 2006 for the provision of personnel, materials and equipment to other water and sewer utilities (Purveyors) in Snohomish County who are parties to this Agreement and who request assistance to handle a disaster or emergency.

WHEREAS, on September 11, 1995 City of Marysville Resolution No. 1743 authorized the Mayor to sign the Sewer and Water Mutual Aid Agreement for the provision of personnel and equipment in disasters and emergencies, and

WHEREAS, the Mayor signed the Sewer and Water Mutual Aid Agreement as authorized by Resolution No. 1743, and

WHEREAS, signatories to the Sewer and Water Mutual Aid Agreement (developed in 1995) have jointly proposed language revisions to clarify the terms and conditions for their existing Sewer and Water Mutual Aid Agreement, and

WHEREAS, the Marysville City Council has the power and authority to approve the signing of the Water and Sewer Mutual Aid Agreement – 2006, for the purpose of providing personnel, materials and equipment to other water and sewer utilities (Purveyors) of Snohomish County who are parties to this Agreement and who request assistance to handle a disaster or emergency, and

WHEREAS, the City of Marysville has reviewed the Water and Sewer Mutual Aid Agreement – 2006, attached hereto as Exhibit A (which document is made a part hereof by this reference and are available for public inspection in the office of the City Clerk of the City of Marysville, and

WHEREAS, the City Council, finds that it is in the best interest of the City of Marysville and its water and sewer system customers to secure participation in mutual aid with other Purveyors of Snohomish County for responding to disasters and emergencies;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marysville, Washington as follows:

1. The City Council approves and the Mayor is authorized to sign the Water and Sewer Mutual Aid Agreement – 2006 attached to this resolution.

2. The authorization of the Water and Sewer Mutual Aid Agreement - 2006 shall immediately supersede and rescind the City of Marysville's prior signatory to the Sewer and Water Mutual Aid Agreement (developed in 1995).
3. The City Clerk is directed and authorized to send a certified copy of this resolution to the Everett Utilities Director.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2007.

CITY OF MARYSVILLE

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**COPY**

Approved as to Form:

\_\_\_\_\_  
City Attorney

## CITY OF MARYSVILLE

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: May 14, 2007**

<b>AGENDA ITEM:</b> Marysville School District #25 – Surface Water Rate Reduction	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Kari Chennault, Program Engineer – Surface Water	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b>	<b>APPROVED BY:</b>	
	MAYOR 	CAO 
<b>BUDGET CODE:</b> N/A	<b>AMOUNT:</b> N/A	

Ordinance No. 2654 was adopted by Marysville Council Members in July of 2006. In this ordinance section 14.19.080 (b) allowed for public education institutions to be eligible for a surface water rate reduction based on a curriculum plan presented to and approved by Marysville Council Members.

On April 16, 2007 Marysville School District #25 presented a curriculum plan to Marysville Council Members.

**RECOMMENDED ACTION:**

Staff recommends that Council approve the curriculum plan presented by Marysville School District #25 and allow for a 100% surface water rate reduction to be applicable for five years. Staff also recommends Council require an end of the year progress update from the District.

**COUNCIL ACTION:**



After recording return to:  
Snohomish County Council  
Attn: Barbara Sikorski  
3000 Rockefeller, M/S 609  
Everett, Washington 98201

**COPY**

Agencies: Snohomish County and City of Marysville  
Tax Account No.: N/A  
Legal Description: N/A  
Reference No. of Documents Affected: Not Applicable  
Filed with the Auditor pursuant to RCW 39.34.040  
Document Title:

**INTERLOCAL AGREEMENT  
BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE  
FOR UTILITY RELOCATION AND CONSTRUCTION ASSOCIATED WITH  
THE 51ST AVENUE NE / 122ND PLACE NE INTERSECTION PROJECT**

THIS AGREEMENT is made and entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY," and SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "COUNTY."

WHEREAS, the COUNTY has determined that construction of improvements on 51st Avenue NE from 121st Street NE to 123rd Street NE, also known as County Road Project RC1237 and hereinafter referred to as the "PROJECT," is necessary in order to provide an acceptable level of road and pedestrian safety; and

WHEREAS, the COUNTY is the lead agency for the design and construction of the PROJECT; and

WHEREAS, the CITY holds a COUNTY franchise for occupancy by CITY utilities of COUNTY road rights-of-way and is required, as a condition of its franchise and state law, to relocate its facilities at its own expense to accommodate COUNTY road improvements; and

WHEREAS, the CITY desires to upgrade and relocate some of its water and sewer facilities located within the right-of-way limits of the PROJECT; and

WHEREAS, it is deemed to be in the best interest of the public and the CITY to incorporate the CITY's water and sewer facilities work, hereinafter called the "UTILITY WORK," as requested by the CITY, into the COUNTY's construction plans and contract for the PROJECT; and

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to chapter 39.34 RCW in order to jointly accomplish the UTILITY WORK;

NOW THEREFORE, it is mutually agreed as follows:

### **I. PURPOSE**

The purpose of this Agreement is to set forth the mutual obligations, responsibilities and rights of the COUNTY and the CITY for the accomplishment of the UTILITY WORK described in Exhibit A, which is attached hereto and incorporated herein by this reference. No separate legal entity is created by this Agreement.

### **II. DURATION**

This Agreement shall become effective immediately upon execution by all parties and recording with the Snohomish County Auditor and shall remain in effect until the UTILITY WORK has been accepted by the CITY and the CITY has paid the COUNTY in full, unless terminated sooner, as provided herein. The parties anticipate the UTILITY WORK will be completed by December 31, 2008.

### **III. COUNTY RESPONSIBILITIES**

A. The COUNTY shall act as the lead agency for the PROJECT and shall accomplish the UTILITY WORK described in Exhibits A and B on behalf of the CITY in conjunction with the PROJECT. The COUNTY shall be responsible for compliance with the Local Agency Guidelines, published by the Washington State Department of Transportation, during the design and construction phases of the PROJECT. The COUNTY's project manager shall act as the administrator of this cooperative undertaking.

B. The COUNTY shall (i) include the CITY's plans and specifications for the UTILITY WORK in the PROJECT's plans and specifications, PROVIDED that inclusion does not result in any delay in the scheduled advertising date for the PROJECT contract; (ii) print and distribute the Contract Specifications and Plans; (iii) administer the advertisement for construction; (iv) award and administer the contract, including accounting, payment of the contractor selected by the COUNTY (the "Contractor"), and keeping the PROJECT records. After awarding the contract, the COUNTY will arrange a preconstruction conference with the Contractor(s) and invite the CITY to attend and participate.

C. The COUNTY reserves the right to review and reject the CITY's plans and specifications for the UTILITY WORK not in compliance with COUNTY standards or not in conformance with the COUNTY's plans and specifications for the PROJECT. Ultimate responsibility for accuracy and completeness of the CITY's plans for the UTILITY WORK, however, rests with the CITY.

D. The COUNTY, acting for and on behalf of the CITY, shall provide construction engineering and inspection services for the UTILITY WORK based upon the plans and specifications approved and provided by the CITY. The COUNTY will provide copies to the CITY of all daily inspection reports for work involving the CITY's facilities on a weekly basis. Inspection of construction activities by the COUNTY shall not constitute a guarantee or warranty of the adequacy of performance.

E. The COUNTY shall bill the CITY for costs related to the UTILITY WORK in accordance with the payment provisions of Section VI of this Agreement.

F. The COUNTY shall provide the CITY a hard copy of the "as-built" plans/mark-up sheets showing the completed UTILITY WORK, PROVIDED that construction of said UTILITY WORK has been completed under the terms of this Agreement. If the Agreement is terminated prior to completion of the UTILITY WORK, the COUNTY shall provide the CITY a hard copy of the "as-built" plan sheets of the completed work. The COUNTY will retain and file the original mylar plan sheets and all other PROJECT records.

G. Any obligations of the COUNTY beyond the current fiscal year are subject to local legislative appropriation of funds for the specific purpose of funding this PROJECT in accordance with the COUNTY Charter and applicable law.

#### IV. CITY RESPONSIBILITIES

A. The CITY shall be solely responsible for all costs associated with preliminary engineering, construction, inspection, and contract administration related to the UTILITY WORK, and shall reimburse the COUNTY for such costs in accordance with the terms of Section VI of this Agreement.

B. The CITY shall submit to the COUNTY engineering plans and specifications for the UTILITY WORK based upon the 2006 English edition of the Standard Specifications for Road, Bridge, and Municipal Construction of the Washington State Department of Transportation (WSDOT), as modified by the COUNTY for COUNTY projects.

C. The CITY shall comply with the terms of the franchise agreement between the CITY and the COUNTY, including but not limited to, COUNTY design standards and specifications, and Chapter 136-40 WAC, "Standards of Good Practice - Accommodation of Utilities on County Road Right of Way."

D. The CITY shall make all reasonable efforts to cooperate with the COUNTY's Contractor in facilitating the UTILITY WORK, and make necessary personnel available so as to not delay the Contractor's construction schedule. The CITY shall be responsible for any additional PROJECT costs to the COUNTY that result from delays in the UTILITY WORK that are caused by the CITY.

E. The CITY shall, within ten (10) calendar days after notification of completion of the UTILITY WORK, issue written notification to the COUNTY of any deficiencies or of acceptance of the work. The COUNTY's Contractor shall correct any deficiencies. If, after the ten (10) day period, notification has not been received by the COUNTY, the UTILITY WORK shall be considered complete and accepted by the CITY.

F. The CITY may, if it desires, furnish an inspector for the UTILITY WORK. Any costs for such inspection will be borne solely by the CITY. All contact between said inspector and the County's Contractor shall be through the COUNTY's on-site representative who shall be identified at the preconstruction conference.

G. The CITY shall maintain the facilities constructed as the UTILITY WORK under this Agreement from the date of acceptance of the UTILITY WORK by the CITY. In accordance with this Agreement and the terms of the CITY's franchise, the cost of any future improvements and/or maintenance, repairs, or corrections to any utility facilities covered under the terms of this Agreement shall be the exclusive responsibility of the CITY unless covered during the contract performance period.

H. Any obligations of the CITY beyond the current fiscal year are subject to local legislative appropriation of funds for the specific purpose of funding this PROJECT in accordance with applicable law.

## **V. CONTRACTOR RESPONSIBILITIES**

The COUNTY shall provide in its contract documents with the Contractor for the PROJECT that the Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for constructing and completing the UTILITY WORK provided in this Agreement, unless otherwise provided in the specifications for the PROJECT, and that the Contractor shall guarantee said materials and work for a period of one (1) year after approval and final acceptance of the UTILITY WORK by the CITY. In addition, the COUNTY's contract documents shall require the Contractor to be responsible for performing the UTILITY WORK in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

## **VI. PAYMENT**

A. The CITY agrees to reimburse the COUNTY for all costs associated with the UTILITY WORK. The CITY's estimate of costs is shown in Exhibit B, Preliminary Cost Estimate, which is attached hereto and incorporated herein by this reference.

B. The COUNTY shall provide the CITY monthly with properly executed invoices showing expenditures during the previous month on the UTILITY WORK. Invoices shall be based on the Contractor's payments, equipment, materials and labor expended on the UTILITY WORK, plus COUNTY expenditures in support of the UTILITY WORK as described in Section VI.C. below. Invoices shall be paid by the CITY within thirty (30) days of receipt by the CITY without offset or deduction for any reason. Notice of any potential dispute regarding such payment request shall be made in writing within the same time period. Payment by the CITY shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. At the time of final audit, all required adjustments related to any potential dispute for which notice has been timely given shall be made and reflected in a final payment.

C. The CITY shall pay the COUNTY for the following costs:

- (1) One hundred percent (100%) of the final cost of all contract items related to the CITY's UTILITY WORK, as shown in the bid proposal of the successful bidder; and
- (2) Actual costs of COUNTY expenditures for engineering (labor and equipment), contract administration and construction inspection for the CITY's UTILITY WORK, as described in Exhibit A, plus 15% (labor only) for administrative overhead; and
- (3) The cost of any extra work associated with the UTILITY WORK within the percentage amount of the "Contingency" as shown in Exhibit B, and any costs for extra work that have been approved in accordance with Section IX.

D. Upon completion of the PROJECT, the COUNTY shall conduct a final audit of the PROJECT in accordance with standards of the Washington State Department of Transportation. At the time of the final audit, all adjustments required shall be made and shall be reflected in a final billing to the CITY. Within thirty (30) days of receipt of the audit and final billing, the CITY shall notify the COUNTY in writing of any objections to the audit and/or billing. If no objections are timely filed, the CITY shall make final payment to the COUNTY and such final payment shall constitute an acceptance by the CITY of the COUNTY's costs and accounting.

## **VII. HOLD HARMLESS AND INDEMNIFICATION**

A. The CITY shall hold harmless, indemnify and defend the COUNTY, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CITY's negligent or intentional acts, errors or omissions in the performance of this Agreement and arising by reason of the CITY's participation in this PROJECT; PROVIDED, HOWEVER, that the CITY's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CITY's obligations hereunder shall apply only to the percentage of fault attributable to the CITY, its officers, officials, employees or agents.

B. The COUNTY shall hold harmless, indemnify and defend the CITY, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the COUNTY's negligent or intentional acts, errors or omissions in the performance of this Agreement and arising by reason of the COUNTY's participation in this PROJECT; PROVIDED HOWEVER, that the COUNTY's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the CITY, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the COUNTY's obligations hereunder shall apply only to the percentage of fault attributable to the COUNTY, its officers, elected and appointed officials, employees or agents.

C. The parties hereby agree that, except as expressly set forth in this Agreement, the performance of services pursuant to this Agreement shall not constitute an assumption by the COUNTY of any CITY obligations or responsibilities.

### **VIII. TERMINATION**

A. The COUNTY has the right to terminate this Agreement by providing written notice to the CITY if the COUNTY determines not to undertake the PROJECT or to discontinue the PROJECT, in which case the CITY shall only be responsible for costs incurred by the COUNTY for the UTILITY WORK prior to the COUNTY's notice of termination.

B. The CITY has the right to terminate this Agreement by providing written notice to the COUNTY prior to the award of the construction contract, in which case the CITY shall be responsible for all costs incurred by the COUNTY in executing the necessary contract changes to delete the UTILITY WORK from the PROJECT.

C. After award of the construction contract by the COUNTY, the CITY may terminate this Agreement only upon thirty (30) days' prior written notice to the COUNTY. In that event, the CITY shall be responsible for all costs incurred by the COUNTY and all bona fide costs claimed by the Contractor in performing the UTILITY WORK up to and including the date of termination and in deleting the UTILITY WORK from the PROJECT.

### **IX. EXTRA WORK**

There may be unforeseen conditions requiring immediate resolution during the construction phase of the PROJECT, such as construction disputes and claims, changed conditions and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts for the UTILITY WORK shall be limited to costs covered by a modification, change order or extra work order approved as follows:

A. Should it be determined that any change from the contract plans and specifications for the UTILITY WORK is required, the COUNTY, through the Director of Engineering Services, shall have authority to make such changes up to the amount of \$10,000 per incident, up to the "Contingency" amount shown in Exhibit B as may be adjusted in accordance with the accepted bid price.

B. Any change in the UTILITY WORK that would result in an increased cost to the CITY in excess of \$10,000 per incident, or that would result in a total of cumulative incidents that is greater than the "Contingency" amount in Exhibit B, will require a binding Letter of Agreement, signed by both the COUNTY Public Works Director or his/her designee and the CITY Public Works Director or his/her designee, describing the changed scope of work and the estimated change in the UTILITY WORK cost.

C. In the event of a claim by the Contractor, each party shall be responsible for its proportionate share based on its proportionate responsibility for the claim.

## **X. INSURANCE**

A. The CITY is insured by an insurance pool (the WCIA). A certificate of insurance has been provided to the COUNTY satisfying the following requirements, which shall be maintained during the term of this Agreement. The COUNTY is self-insured and has provided the CITY a letter confirming that the COUNTY's self-insurance program meets or exceeds the following requirements and that said self-insurance program shall be maintained during the term of this Agreement.

B. The CITY and the COUNTY shall each obtain and maintain continuously, at its own expense, for the term of this Agreement, liability insurance appropriate to the activity and/or other insurance necessary to protect the public within limits of liability. Commercial General Liability insurance with an additional insured endorsement shall meet the following:

- (1) Minimum limit of coverage shall be \$1,000,000 combined single limit/bodily injury and property damage and shall be written on an occurrence basis. Claims-Made Commercial General Liability insurance will not be accepted.
- (2) Endorsement shall name Snohomish County, its officers, elected officials, agents, and employees as an additional insured and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY.

C. The CITY and the COUNTY shall each provide or purchase Workers' Compensation Insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of the CITY to also carry such insurance prior to performing work under this Agreement. The COUNTY will not be responsible for payment of Workers' Compensation premiums or for any other claim or benefit for the CITY, its employees, consultants, or subcontractors, which might arise under the Washington State Industrial Insurance laws.

## **XI. PROJECT RECORDS**

During the progress of the PROJECT and for a period not less than six (6) years from the final payment to the COUNTY, the COUNTY shall keep all records and accounting pertaining to the PROJECT available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to the PROJECT shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained by the COUNTY until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

## **XII. DISPUTE RESOLUTION**

A. In the event the COUNTY and the CITY disagree over whether the Contractor has fulfilled its obligations under the construction contract, the COUNTY reserves the right to make the final decision as to the acceptability of the work. If a dispute arises between the CITY and the COUNTY, the parties agree that they will attempt to resolve the issue through mutual negotiation. In the event that the parties are not able to reach an agreement through such negotiation, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either party, and shall be attempted prior to the institution of

any lawsuit arising under this Agreement. Mediation shall be conducted under the then-current Commercial Mediation Rules of the American Arbitration Association or, if such model procedure no longer exists, some other mutually acceptable procedure. The COUNTY shall select a neutral third party mediator, who shall be subject to the reasonable approval of the CITY. The parties agree to share the costs of mediation equally.

B. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington. In the event that mediation is unsuccessful and either party finds it necessary to institute legal proceedings to enforce any provision of this Agreement, such proceedings may only be brought in the Superior Court of Snohomish County, Washington.

### **XIII. PROPERTY**

Any real or personal property acquired or used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest therein. Upon termination of this Agreement, real and personal property acquired through this Agreement shall be retained or disposed of in the manner provided by law.

### **XIV. CHANGES AND MODIFICATIONS**

Either party may request changes, amendments, or additions to any portion of this Agreement; however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon either party unless it is in writing and executed by both parties. All such changes shall be made part of this Agreement and recorded with the County Auditor.

### **XV. NOTICES**

Unless otherwise directed in writing, notices, reports and payments shall be delivered to each party as follows:

SNOHOMISH COUNTY  
Department of Public Works  
Attn: Sai Nguyen, P.E.  
3000 Rockefeller Avenue  
Everett, WA 98201

CITY OF MARYSVILLE  
Public Works Department  
Attn: Paul Federspiel  
80 Columbia Avenue  
Marysville, WA 98270

Notices mailed by either party shall be deemed effective on the date mailed. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than five (5) days prior to the effective date.

For accounting purposes, the respective Federal Tax Identification Numbers are:

Snohomish County: 91-6001368

City of Marysville: 91-6001459



**EXHIBIT A**  
**CITY OF MARYSVILLE**  
**UTILITY WORK ASSOCIATED WITH**  
**THE 51ST AVENUE NE / 122ND PLACE NE INTERSECTION PROJECT**

**Utility Work Description**

The COUNTY's PROJECT provides for the design, right-of-way appraisal and acquisition, construction and inspection of road improvements on 51st Avenue NE between 121st Street NE and 123rd Street NE.

The UTILITY WORK to be included in the PROJECT, at the request of the CITY, concerns modification of water and sewer lines in the PROJECT area, specifically:

- Design and construction of a new temporary and permanent sanitary sewer force main, to be compatible with the new bridge structure and road section of 51st Avenue NE.
- Design and construction of repairs to and replacement of a section of the existing 8-inch sanitary sewer line at the new bridge structure on 51st Avenue NE.
- Design and construction of water system improvements beneath 51st Avenue NE, from 121st Street NE to 122nd Place NE, and replacement of approximately 430 feet of water main beneath 122nd Place NE, westward from 51st Avenue NE.

The estimated cost of the UTILITY WORK, based on the design, is shown in Exhibit B. The CITY will be responsible for any additional work on its water or sewer systems, as it deems necessary, to accomplish the UTILITY WORK.

**EXHIBIT B**  
**CITY OF MARYSVILLE**  
**UTILITY WORK ASSOCIATED WITH**  
**THE 51ST AVENUE NE / 122ND PLACE NE INTERSECTION PROJECT**

**Preliminary Cost Estimate**

Preliminary Engineering		\$40,147
Pertee Engineering, Inc.	\$36,497	
Snohomish County	\$3,650	
Utility Work Bid Items		\$241,190
Contingency (10% of Bid Items)		\$24,119
Sales Tax (7.6% of Bid Items)		\$18,330
<b>Subtotal</b>		<b>\$323,786</b>
Construction Engineering (Est. 15% of Bid Items and Contingency)	\$39,800	
Administrative Fee (Est. 15% of Construction Engineering – labor only)	\$5,970	
<b>Subtotal</b>		<b>\$45,770</b>
<b>Total Estimated Utility Work Related Costs</b>		<b>\$369,556</b>

Note: This preliminary estimate will be adjusted to conform to the successful bidder's proposal. County expenditures billed to the City will be actual expenditures.



**Snohomish County**

---

**Finance Department  
Risk Management Division  
3000 Rockefeller M/S 610  
Everett, WA 98201  
425-388-3726  
Fax 425-388-3499**

October 5, 2006

RE: Confirmation of County Insurance Coverage

To Whom It May Concern:

Snohomish County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties in connection with accidents arising out of Snohomish County's operations. The limits of coverage of the County's self-insurance program meet or exceed the limits required in the Interlocal Agreement between Snohomish County and the City of Marysville for Utility Relocation and Construction Associated with the 51st Avenue NE/122nd Place NE Intersection Project. The County's excess liability insurance covers all operations in addition to the self-insurance program. The County will maintain its self-insurance program during the term of said Interlocal Agreement.

If you have any questions please contact me at the number listed above.

Sincerely,

Diane Weber,  
Loss Control Manager



**Snohomish County 51st Ave / 122nd Pl.  
Intersection Improvement Project**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

<b>AGENDA ITEM:</b> Professional Services Agreement with HDR Engineering for the Updating of our Water Comprehensive Plan	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> David Zull, P.E., Project Manager <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">3</span>	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Professional Services Agreement	<b>APPROVED BY:</b>	
	MAYOR <i>DZC</i>	CAO <i>MS</i>
<b>BUDGET CODE:</b> 40143410.541000 W0704	<b>AMOUNT:</b> \$250,000.00	

This Professional Services Agreement will provide the City with an updated Water Comprehensive Plan. The recommended consultant for this work is HDR Engineering. After reviewing several Consultants' qualifications, the selection committee ultimately determined that HDR Engineering was best-suited for this project.

It is staff's opinion that the negotiated fee of \$250,000.00 is fair and consistent with industry standard for the type of work at hand. Furthermore, HDR has a proven track record with the City and they perform excellent work. In light of these facts staff is confident that the City would be well-served by HDR working on this project.

<b>RECOMMENDED ACTION:</b> Staff recommends that the Council authorize the Mayor to sign Professional Services Agreement in the amount of \$250,000.00 with HDR Engineering.
<b>COUNCIL ACTION:</b>

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND HDR ENGINEERING, INC.  
FOR ENGINEERING SERVICES**

**COPY**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between **CITY OF MARYSVILLE**, hereinafter called "City," and **HDR ENGINEERING**, a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained hereinbelow, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with engineering services to provide the City with an updated Water Comprehensive Plan as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached "Scope of Services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in this agreement.

### ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall be completed by **March 1, 2009**, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this

agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

b. Should a court of competent jurisdiction determine that this agreement 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 Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

III.7        **INSURANCE.**

a.    **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1)    Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2)    Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3)    Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4)    Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b.    **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c.    **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d.    **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8        **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any

recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

#### ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed **\$250,000.00**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

#### ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE  
C/O David L Zull  
80 Columbia Avenue  
MARYSVILLE, WA 98270

Notices to the Consultant shall be sent to the following address:

Melinda J. Friedman  
HDR Engineering  
500 108<sup>th</sup> Ave. NE, Suite 1200  
Bellevue, WA 98004-5549

Receipt of any notice shall be deemed effective three (3)

days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Mayor

HDR ENGINEERING, INC.

By David A. H.  
Its: Sr. Vice President

**COPY**

Approved as to form:

\_\_\_\_\_  
GRANT K. WEED, City Attorney

# City of Marysville Water Comprehensive Plan

## Exhibit A Scope of Services

April 17, 2007



500 108th Avenue NE  
Suite 1200  
Bellevue, WA 98004-5549  
(425) 450-6200

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## **1.0 Task 1 – Project Management**

### **1.1 Objective**

Manage scope, schedule and budget for the Water Comprehensive Plan (WCP) project. Work with City project manager to coordinate joint City/HDR team to complete project services.

### **1.2 HDR Services**

1. Organize and manage consultant project team and coordinate with City project manager to manage joint project team.
2. Prepare and maintain updates to a project guide, including a Table of Contents for the WCP.
3. Prepare initial project scope, schedule and budget and update as the project is completed.
4. Conduct pre-planning meeting with DOH and project kick-off meeting with City.
5. Prepare monthly team meeting agenda, notes, and action items.
6. Conduct monthly internal team meetings.
7. Conduct monthly conference calls with City Project Manager.
8. Prepare brief monthly progress reports including the following:
  - Communications/Meetings Summary
  - Work Completed During the Month
  - Work Scheduled Next Month
  - Needs for Additional Information/Reviews
  - Scope/Schedule/Budget Issues/Changes
  - Schedule Update
  - Summary Budget Update
9. Prepare standard HDR format invoice and submit monthly.

### **1.3 City Responsibilities**

1. Approve Table of Contents for WCP.
2. Review monthly reports and requests for information.
3. Provide prompt review and processing of monthly invoices.
4. Host and help schedule kick-off meetings with DOH and project team.

### **1.4 Assumptions**

1. Project duration will be from June 2007 through March 1, 2009.
2. Monthly progress/team coordination meetings will occur at either the City's offices in Marysville or via telephone.

---

## 1.5 Deliverables

1. Two copies of a project guide – including updated scope, schedule, and budget and contact information/communications plan.
2. Project guide updates – as needed.
3. Monthly coordination meeting agenda, notes, and action items.
4. DOH and project team kickoff meeting agenda, meeting notes and action items.
5. Monthly progress reports.
6. Monthly invoices.

## 2.0 Task 2 – Data Collection

### 2.1 Objective

Work with City staff to obtain information needed to complete the WCP.

### 2.2 HDR Services

1. Prepare a prioritized data request list for the City.
2. Meet with City Engineering and Operations staff to tour water system facilities and review system condition, operational issues and concerns.
3. Prepare a list of the WCP reference materials that will be provided by the City.

### 2.3 City Responsibilities

1. Provide copies of requested water system data according to prioritization within the timeframe and in the format requested.
2. Host a water system facilities tour for the project team with City Engineering and Operations staff.

### 2.4 Assumptions

1. The data collection meeting and facilities tour site visit will occur on the same day.
2. The City will provide the requested water system data within the requested time frame and in the appropriate format.

### 2.5 Deliverables

1. Data request list, updated as materials are provided.

## 3.0 Task 3 – Water System Description

### 3.1 Objective

Describe the characteristics of the City of Marysville water system.

## 3.2 HDR Services

1. Work with appropriate City staff to review and update each section of the Water System Description from the 2003 Water System Plan. The following water system components will be described:
  - Ownership and Management
  - Overview – Pressure Zones
  - Sources of Supply and Treatment Facilities
  - Transmission System
  - Pump Stations
  - Storage Facilities
  - Distribution System
  - System Interties

## 3.3 City Responsibilities

1. Work with the HDR team to review Water System Description chapter from 2003 Water System Plan and provide marked up version that reflects changes since 2003.
2. Provide GIS data on current service area and facility locations.
3. Review the draft updated chapter provided by HDR and provide written comments within two weeks.

## 3.4 Assumptions

1. The City will review the 2003 Water System Plan System Description chapter and work with the consultant team to provide necessary information for updating the chapter.
2. Detailed system description information judged to be important to system vulnerability will only be included in the working draft and will not be included in the final system description.

## 3.5 Deliverables

1. E-mailed Word document file of draft WCP Chapter 1 – Water System Description for City review and comment.
2. E-mailed document file of the final WCP Chapter 1 – Water System Description.

## 4.0 Task 4 – Service Area Policies, Plans, and Agreements

### 4.1 Objective

Update and describe City service area policies, plans and agreements consistent with DOH requirements to document this information.

### 4.2 HDR Services

1. Create up to four maps showing the following:
  - The City's retail service area for the current, 6 year, and 20 year time periods;

- Surrounding utility service areas;
  - The City's municipal boundaries and potential annexation areas;
  - Zoning and/or land use within the City's service area.
2. Summarize the water service related portions of the City's municipal code.
  3. Describe the City's formal or informal supply, wheeling, and intertie agreements with neighboring utilities including the Joint Operating Agreement (JOA) and related interlocal agreements.
  4. Summarize water utility and land use aspects of the following related plans: the 2006 City of Everett Comprehensive Water Plan, the 1991 North Snohomish County Coordinated Water System Plan (CWSP), the City's 2005 Comprehensive Plan, and the 2006 Snohomish County Comprehensive Plan. The focus of this summary will be to document whether the City's WCP is consistent with these plans.

### **4.3 City Responsibilities**

1. Provide applicable data needed, per the data request associated with Task 2, including map data layers, agreements, policies and plans.
2. Review the draft WCP chapter, including maps, and provide written comments within two weeks.

### **4.4 Assumptions**

1. All applicable data will be readily available; either from the City, Snohomish County, or other sources and the majority of the map data will be available in GIS format.

### **4.5 Deliverables**

1. E-mailed Word document file of draft WCP Chapter 2 – Service Area Policies for City review and comment.
2. E-mailed document file of the final WCP Chapter 2 – Service Area Policies.

## **5.0 Task 5 – Demand Forecast**

### **5.1 Objective**

Prepare water demand forecast to serve as the basis for modeling and capital improvement needs.

### **5.2 HDR Services**

1. Develop demographic projections for two time periods: 6 year and 20 year, based on the October 2006 data set from the Puget Sound Regional Council (PSRC). This will include using GIS analysis to match the PSRC data to the City's service area. This information will be developed for the City's service area, but not for areas for the JOA wheeled water.
2. Contact JOA partners and/or other water systems receiving water on a wholesale basis to determine their expected needs in the 6-year and 20-year time periods.
3. Summarize ten years of historical supply characteristics such as production and purchases, peaking factor, sales, customer categories, connections, and water balance including non-revenue water and leakage.

4. Based on the most recent three years of data, develop water use factors for forecasting purposes.
5. Develop demand forecasts using the demographic projections and water use factors for the 6 year and 20 year time periods. The forecasts will be developed for each pressure zone for the retail service area and by water system for the JOA wheeled water or other wholesale customers. The forecasts will include adjustments to reflect the conservation program from Task 6. The demand forecast will identify opportunities for using reclaimed water.
6. Prepare a Technical Memorandum for City review and comment with summary tables and graphs of the demographic projections, the historical supply characteristics, and the draft demand forecast to allow for any adjustments before this information is used in writing the WCP chapter. Note: this Technical Memorandum will be discussed in detail at the Planning Data Workshop (see Task 8).

### **5.3 City Responsibilities**

1. Provide applicable data per the data request associated with Task 2.
2. Review the Technical Memorandum of summary tables and graphs of demographic projections, historical supply characteristics, and draft demand and provide written comments within two weeks of the Planning Data Workshop.
3. Review the draft WCP chapter and provide written comments within two weeks.

### **5.4 Assumptions**

1. Source data will be demographic data from the Puget Sound Regional Council (PSRC). PSRC data includes population, single family households, multifamily households, and total employment numbers and is divided into small geographic areas called Traffic Analysis Zones (TAZs).
2. Source data, per the data request list associated with Task 2, will be readily available from the City and will be provided in spreadsheet format.

### **5.5 Deliverables**

1. E-mailed Word document file of the Technical Memorandum with summary tables and graphs of the demographic projections, historical supply characteristics, and draft demand forecast. Only one version of this technical memorandum will be produced. Any comments will be incorporated into the associated WCP chapter.
2. E-mailed Word document file of draft WCP Chapter 3 – Planning Data and Demands.
3. E-mailed document file of the final WCP Chapter 3 – Planning Data and Demands.

## **6.0 Task 6 – Conservation Program**

### **6.1 Objective**

Document the City's current conservation program and develop program update to comply with DOH requirements.

## 6.2 HDR Services

1. Document conservation planning requirements, including the new Water Use Efficiency Rule related to the 2003 Municipal Water Law.
2. Document the City's current water conservation programs including the regional Everett Water Utilities Committee (EWUC) program that Everett administers on behalf of Marysville, as well as any Marysville-specific programs. This will include estimates of savings accomplished by the conservation program.
3. Assist City staff with determining an appropriate goal for the conservation program for the next six years. Per the Water Use Efficiency Rule, the conservation goal must be set using a public process by January 22, 2008. Assist the City in ensuring the goal development process meets the public process requirements.
4. Develop a methodology to document the conservation program for the next six years. Depending on the goal determined above, this may simply be Marysville's portion of the new regional EWUC conservation program that is part of Everett's draft 2006 WCP, or may include additional conservation measures. Analysis of additional measures, above the EWUC program, is not included in this Scope. The impacts of conservation on the demand forecast will be assessed.

## 6.3 City Responsibilities

1. Provide conservation program data per the data request list associated with Task 2.
2. Set up and lead the public meeting related to the conservation goal.
3. Review the draft WCP chapter and provide written comments within two weeks.

## 6.4 Assumptions

1. Marysville's conservation program for the next six years will rely heavily on the new regional EWUC conservation program that is part of Everett's draft 2006 Comprehensive Water Plan.

## 6.5 Deliverables

1. E-mailed Word document file of draft WCP Chapter 5 – Conservation Program for City review and comment.
2. E-mailed document file of the final WCP Chapter 5 – Conservation Program.

## 7.0 Task 7 – Water Rights, System Reliability, and Source Water Protection

### 7.1 Objective

Perform a water rights and system reliability analysis including inventory, comparison with future needs, and interties to meet DOH planning requirements including those under the 2003 Municipal Water Rights Legislation and provide an interpretive description. Table 3 and Table 4 of the DOH *Water System Planning Handbook* (April 1997) are required to be completed as an element of an updated WSP.

## 7.2 HDR Services

1. Perform a water right inventory and analysis to identify and summarize the status of the City's existing water rights with input from the City. Confirm or modify the summary after a review of City records and Ecology files pertaining to the basic documents of each water right file (permit, certificate, etc.). The depth of this analysis will be sufficient to complete the tabulated Existing Water Right Status required in the 1997 DOH *Water System Planning Handbook*.
2. Prepare future supply water rights analysis to determine the adequacy of the City's existing surface and groundwater water rights to meet the 6 and 20-year demand forecast developed for the WCP update. Service area considerations related to purpose and place of use and service limitations (if any) will be evaluated. The depth of this analysis will be sufficient to complete Table 3 and 4 of the 1997 *Water System Planning Handbook* (Forecasted Water Right Status) as required by DOH. Water rights will also be compared to buildout demand forecasts.
3. Document the status of any existing or proposed interties.
4. Update the source of supply and system reliability analyses to determine the adequacy of water quantity to meet future demands. Assuming the City is not planning to pursue water rights within 20 years, this update will cover applicable portions of the Water Comprehensive Plan covering Water Sources, Water Conservation Program, Interties, Water Reuse, and Facility Analysis. If the City is planning to pursue water rights within 20 years, this section will provide further detail on these issues.
5. Provide description of the City's current Contingency and Emergency Response Planning efforts.
6. Conduct an evaluation of Marysville's Watershed Control and Wellhead Protection Programs. This update will include a review of the following:
  - Conditions in the protected areas that are adversely affecting source water quality;
  - Changes in these areas that could adversely affect source water quality which have occurred since the last watershed and wellhead evaluations; and
  - Results of monitoring conducted by Marysville as part of their source water protection program.
7. Update the Watershed Control Plan for the Stillaguamish source and the Wellhead Protection Plans for the Edward Springs, Lake Goodwin Well, Sunnyside Well, and Highway 9 sources and work with City staff to determine additional controls needed within the watershed/wellhead areas to protect sources of supply.

## 7.3 City Responsibilities

1. Provide sufficient water system information regarding existing water rights and pending applications to enable completion of Tables 3 and 4 in the 1997 DOH *Water System Planning Handbook*.
2. Provide copies of water right certificates, permits and Reports of Examination from all of City's water right files, and copies of any pending applications.
3. Provide information for preparation of the System Reliability Analysis and evaluation of the City's Watershed Control/Wellhead Protection Programs.
4. Review draft WCP draft Chapter and provide written comments within two weeks.

5. Develop updated maps to reflect changes in Watershed Control/Wellhead Protection Programs.

## 7.4 Assumptions

1. The water rights information from the City's 2003 Water System Plan is considered to be accurate and will be used as a starting point for determining the status of the City's existing water rights and any pending applications.
2. The City is not planning to acquire additional water rights over the 20-year planning horizon captured in this WCP update.
3. The City will provide copies of any updated water rights information with any changes/additions from the 2003 Water System Plan.
4. Discussions will take place as necessary with City staff and Ecology to verify the City's existing water rights and any updates from the 2003 Water System Plan.
5. One meeting will be required with City staff and/or Ecology staff to verify accuracy of City's existing water rights, particularly related to any supplemental water rights that the City may have.
6. System watershed and reliability information judged to be important to system vulnerability will only be included in the working draft and will not be included in the final system description.
7. Marysville has existing watershed control programs for the GUI sources of supply.
8. Existing protection plans need to be updated and existing information and format is acceptable.
9. There are no known new or emerging problems with the raw water supplies. Water quality conditions have been relatively stable compared with conditions addressed in the 2003 Water System Plan.

## 7.5 Deliverables

1. E-mailed document files of draft and final Technical Memoranda for water rights, system reliability, and watershed control programs. These memoranda will be formatted to be directly compiled into WCP Chapter.
2. E-mailed Word document file of draft WCP Chapter for Water Rights and System Reliability for City review and comment.
3. E-mailed document file of the final WCP Chapter for Water Rights and System Reliability.

## 8.0 Task 8 – Planning Data Workshop

### 8.1 Objective

Obtain feedback on the demographic forecast, demand forecast, and supply characteristics from City of Marysville staff, and potentially other parties, prior to using this information for the system analysis. Support the subsequent consistency determination process to be requested from Snohomish County or other jurisdictions served outside of City limits.

### 8.2 HDR Services

1. Prepare materials for workshop, consisting of pertinent tables and graphics from appropriate chapters of draft Plan.

2. Lead a workshop to discuss the content of the Task 5 Demand Forecast Technical Memorandum and the relationship of the Water Comprehensive Plan to local land-use plans.

### **8.3 City Responsibilities**

1. Organize and host a workshop at the City offices to support this task.
2. Determine if non-City staff attendees are desirable, such as the JOA partners, the City of Everett, Snohomish County, and DOH.

### **8.4 Assumptions**

1. The planning data workshop will be held at the City offices.

### **8.5 Deliverables**

1. Materials for the workshop.
2. Convening of the workshop.
3. Notes documenting workshop outcomes with respect to the Water Comprehensive Plan.

## **9.0 Task 9 - System Analysis**

### **9.1 Objective**

To produce a hydraulic model of the Marysville distribution system that can be used for planning, fire flow analysis, and sizing of CIP for steady state simulations. Hydrant tests will be used to collect pressure data to help calibrate the hydraulic model.

### **9.2 HDR Services**

#### **1. Hydraulic Analysis**

- Begin task with most up-to-date hydraulic model developed by City of Marysville in Bentley's WaterCAD software.
- Receive model from City, and run on HDR software to confirm model is operable.
- Coordinate with City Operations and Engineering departments to learn how system operates (i.e. pump operation rationale, areas of low pressures, reservoir operation philosophy, etc.).
- Discuss with City to determine if any model components need to be updated and assess what level of calibration is required.

#### **Model Calibration**

##### **Collect Data**

- Assess current calibration and identify calibration needs.
- Provide direction for City staff to conduct field data collection including:
  - Instantaneous Fire Flows (dechlorinate prior to discharging water); and
  - Recording pressure gauges.
- Work with City to select sites for fire flow tests.

- Obtain existing pipe material and age information and incorporate data from City flushing program into C-factor calculation, if available.
- Work with City staff to determine what information is available for development of a diurnal curve and if sufficient information is available, develop the diurnal curve from well production data, flow into Marysville from the Everett transmission line, and reservoir level data as supplied by the City.
- Perform steady state, planning level calibration in accordance with *Calibration Guidelines for Water Distribution System Modeling* prepared by the Engineering Computer Applications Committee of the AWWA.

**Development of Model Demands**

- Review available meter/billing information.
- Allocate existing system demand using meter information.
- Develop demand forecasts by pressure zone.
- Allocate future demands by meters and/or land use.
- Discuss large users with City staff to determine which customers will be included in the model.

**Modeling Scenarios**

- The following base simulations will be run in the same order as listed:

Description	Facilities	Demand	Purpose
Existing Fire Flow	Existing	Maximum Day plus fire flow	Evaluate and develop CIP for existing fire flow conditions
Existing Peak Hour	Existing	Maximum Day, Peak Hour	Evaluate and develop CIP for existing peak hour conditions
20-year Fire Flow	20-year CIP	Maximum Day plus fire flow	Evaluate and develop CIP for fire flow conditions for 20 yr planning horizon
20-year Peak Hour	20-year CIP	Maximum Day, Peak Hour	Evaluate and develop CIP for peak hour conditions for 20 yr planning horizon
6-year CIP Fire Flow	6-year CIP	Maximum Day plus fire flow	Identify portions of 20 yr CIP needed to meet 6 yr fire flow conditions
6-year CIP Peak Hour	6-year CIP	Maximum Day, Peak Hour	Identify portions of 20 yr CIP needed to meet 6 yr peak hour conditions

- Develop list of Capital Improvement Program projects for inclusion in the final CIP. Scheduling of CIP projects will take into account the City’s street overlay and other improvement programs.
- Develop maps that show the locations of the CIP projects included in the final CIP list.

## 2. System Physical Capacity Analysis

### Source Capacity Analysis

- Evaluate the existing source capacity and compare it to the projected demands.
- Provide analysis for each pressure zone in the distribution system.
- Identify potential solutions to any deficiencies in source.
- Determine the maximum number of ERUs that can be supplied by the existing source.
- Develop listing of Capital Improvements (as required).

### Storage Capacity Analysis

- Evaluate components of existing storage capacity and compare it to the required storage based on projected demands including:
  - Operational Storage;
  - Equalizing Storage;
  - Fire Flow Storage/Standby Storage (use greater of either if approved by local fire authority); and
  - Dead Storage.
- Provide analysis for each pressure zone in the distribution system.
- Identify potential solutions to any deficiencies in storage.
- Determine the maximum number of ERUs that can be supplied by the existing storage.
- Develop listing of Capital Improvements (as required).

## 9.3 City Responsibilities

1. Provide most up-to-date model in Bentley's WaterCAD software.
2. Provide applicable data per the data request list associated with Task 2.
3. Provide staff knowledgeable in the operation of the water system for discussions with HDR personnel.
4. Identify locations within existing system where pressure or flow problems exist.
5. Work with consultant to determine appropriate locations for fire flow tests.
6. Provide labor to conduct fire flow tests and provide traffic control for fire flow tests.
7. Provide data from C-factor analysis collected during flushing program, if available.
8. Deliver information needed for initial C-factor determination (pipe material and age).
9. Provide meter/billing data and any water use information for large customers to develop system demands. Assist in the verification of the allocation of demands.
10. Provide well production, flows from transmission line, reservoir levels and other applicable data on a maximum 15 minute interval for diurnal curve calculations, if available.
11. Work with local fire authority to authorize nesting of fire flow and standby storage.
12. Review the draft WCP chapter and provide written comments within two weeks.

13. Assist in the development of projects for the Capital Improvement Program and production of maps showing CIP projects.

## **9.4 Assumptions**

1. Most up-to-date model will be provided in Bentley's WaterCAD software.
2. Model provided by City contains all necessary pipes, pumps, and reservoirs.
3. No water quality calibration is included in this scope of work.
4. Detailed system analysis information or maps judged to be important to system vulnerability will only be included in the working draft and will not be included in the final system description.

## **9.5 Deliverables**

1. Marysville specific diurnal curve for use in the model (if sufficient data is available to produce a system-specific diurnal curve).
2. Technical Memorandum describing updates/changes made to Marysville's hydraulic model.
3. Technical Memorandum describing data collected during field studies.
4. Calibrated hydraulic model(s) capable of simulating Marysville's water distribution systems in steady state mode.
5. E-mailed Word document file of draft WCP Chapter for System Analysis for City review and comment.
6. E-mailed document file of the final WCP Chapter for System Analysis.
7. Capital Improvement Program project listing and map(s), as determined from hydraulic analyses.

## **10.0 Task 10 – Water Quality Compliance Program**

### **10.1 Objective**

Work with City staff to develop a plan for existing and continued compliance with State and Federal Safe Drinking Water Act requirements.

### **10.2 HDR Services**

1. Describe Safe Drinking Water Act and Washington State Administrative Code drinking water regulations applicable to the City for:
  - Existing Regulations
  - Proposed Regulations
  - Anticipated Regulations
2. Review the City's water quality compliance data from 2002-2007.
3. Review the City's existing regulatory compliance monitoring plans and recommend modifications.
4. Document compliance status.
5. Prepare recommendations regarding existing monitoring plans and/or treatment practices based on existing or proposed Safe Drinking Water Act regulations.

6. Prepare comprehensive Water Quality Regulatory Compliance Plan.
7. Review and document the City's procedures for handling customer inquiries/complaints.
8. Document use of certified laboratories.
9. Prepare comprehensive Monitoring Plan that coordinates source water and distribution system monitoring schedules for all Safe Drinking Water Act regulations.

### **10.3 City Responsibilities**

1. Provide existing water quality monitoring plans and requested regulatory compliance data from 2002-2007 for review.
2. Attend one meeting to review existing data.
3. Assist with development of comprehensive Regulatory Compliance Plan.
4. Assist with development of comprehensive Monitoring Plan.
5. Review the draft WCP chapter and provide written comments within two weeks.

### **10.4 Assumptions**

1. Existing monitoring plans will be reviewed. Modifications to Plans will be scoped separately, once the degree of needed modifications is known.
2. One meeting will be attended to complete this section of the WCP.

### **10.5 Deliverables**

1. E-mailed Word document file of draft WCP Chapter for Water Quality Compliance Program for City review and comment.
2. E-mailed document file of the final WCP Chapter for Water Quality Compliance Program.
3. Comprehensive Monitoring Plan.

## **11.0 Task 11 – Operations and Maintenance**

### **11.1 Objective**

The objective will be to describe the Operation and Maintenance (O&M) Program to fulfill the requirements of the DOH.

### **11.2 HDR Services**

1. Meet with City staff to review 2003 Water System Plan and update the following sections:
  - Organization Structure and Responsibility
  - Operator Certification
  - System Operation, Maintenance and Control
  - Emergency Response Operations (as defined in the City's Emergency Response Plan)
  - Safety
  - Cross Connection Control
  - Supplies and Equipment

- Record Keeping and Reporting
  - O&M Improvements
2. Identify recommended changes to current operations and maintenance program that will require funding through the CIP.

### **11.3 City Responsibilities**

1. Review 2003 Water System Plan and provide mark-ups.
2. Provide a copy of the City's existing Emergency Response Plan.
3. Provide example copies of operation and maintenance reports, logs, or worksheets for inclusion into the O&M Program.
4. Provide a copy of the new Water Treatment Plant O&M Manual to reference treatment capacities in the System Operation section of this Chapter.
5. Meet with consultant to review updates.
6. Review the draft WCP chapter and provide written comments within two weeks.

### **11.4 Assumptions**

1. A separate eO&M manual will be developed under a supplemental scope of work and using additional fees.
2. The O&M Program update will include information on the new Water Treatment Plant obtained from the City's Treatment Plant O&M Manual.
3. Detailed system operations and maintenance information judged to be important to system vulnerability will only be included in the working draft and will not be included in the final Chapter for Operations and Maintenance.

### **11.5 Deliverables**

1. E-mailed Word document file of draft WCP Chapter for Operations and Maintenance for City review and comment.
2. E-mailed document file of the final WCP Chapter for Operations and Maintenance.
3. List of O&M improvements to be included in the CIP.

## **12.0 Task 12 – Design and Construction Standards and Specifications Update**

### **12.1 Objective**

Document and summarize the City's water system Design and Construction Standards that are used for planning, design, and operation of the water system.

### **12.2 HDR Services**

1. Review and document in-house review procedures for new water projects.
2. Identify specific design and construction standards requirements for outside parties.
3. Review and comment on existing City Design Standards:

- Use existing Design Standards as a starting point to suggest revisions and/or updated standards; and
  - Research other utilities design standards to determine if any standards are missing from the Marysville list.
4. Construction Standards and Specifications
- Use existing Construction Standards and Specifications as a starting point to suggest revisions and/or updated Construction Standards and Specifications; and
  - Research other utilities construction standards to determine if any standards are missing from the Marysville list.

### **12.3 City Responsibilities**

1. Provide a copy of the City's existing Design and Construction Standards.
2. Review draft set of Standards as produced by HDR and provide written comments within two weeks.

### **12.4 Assumptions**

1. HDR will only provide recommended updates and revisions to existing standards and suggestions for new standards, if needed.
2. No new standards or specifications will be developed.

### **12.5 Deliverables**

1. E-mailed Word document file of draft WCP Chapter for Design and Construction Standards for City review and comment.
2. E-mailed document file of the final WCP Chapter for Design and Construction Standards.

## **13.0 Task 13 – Capital Improvement Program**

### **13.1 Objective**

Prepare a Capital Improvement Program database that provides a project description, schedule, costs, prioritization, and justification.

### **13.2 HDR Services**

1. Work with the City during a workshop to discuss and develop project evaluation, screening and prioritization criteria to be used in the selection of and prioritization of projects. The contents of the CIP table and project sheets will also be reviewed and refined at this workshop.
2. Describe the CIP prioritization process, project justification and description.
3. As other project information is made available by the City, water CIP projects will be scheduled to coordinate with other City sewer and street improvement projects in the same areas to minimize overall infrastructure improvement costs.
4. Describe selection and justification methodology for proposed capital and non-capital improvement projects.

5. Work with the City to prepare a standard cost estimating methodology that will be used to compare and evaluate project alternatives.
6. Prepare a CIP database system that can be used to describe and sort projects by date, schedule, priority, or type. Each project in the database will be linked to a project sheet that describes the project and project justification.
7. Outline and summarize the schedule of Capital Improvement Program projects in a summary table by year for the first 6 years, and by year from the end of the 6 year planning horizon to the end of the 20 year planning horizon.

### **13.3 City Responsibilities**

1. Provide input on existing and anticipated CIP projects for the City.
2. Organize and host a workshop at the City offices to support this task.
3. Work with HDR team to evaluate alternatives and select CIP projects.
4. Help to select project prioritization criteria.
5. Provide recent City water project bid tabulations to be used in developing the cost estimating tool.
6. Review the draft CIP list and WCP chapter and provide written comments within two weeks.

### **13.4 Assumptions**

1. City will provide available similar project cost information to help set up cost models.
2. The workshop will be held at the City offices.

### **13.5 Deliverables**

1. Draft and final CIP database and project cost estimating tool.
2. Emailed Word document file of draft WCP Chapter for the Capital Improvement Program for City review and comment.
3. Emailed document file of the final WCP Chapter for the Capital Improvement Program.

## **14.0 Task 14 – Financial Plan**

### **14.1 Objective**

HDR will develop the financial program for this Water Comprehensive Plan for the City of Marysville. The objective of the financial program, as defined in the 2003 *Water System Planning Handbook* published by the DOH, “is to identify the total cost of providing water service, assure that the utility improvement schedule will be implemented, and assist in establishing adequate fees for service.” Accordingly, a financial plan will be developed for the City that will:

- Identify the total cost of providing water service, both operational and capital.
- Develop a funding strategy that will assure financial strength and viability for the utility over a six-year (6 years) projected period, assuring the utility’s ability to implement the schedule of capital improvements prior to the next Water Comprehensive Plan update.

- Determine adjustments necessary to water service rates to reflect the impacts of the defined operating and capital needs.

## 14.2 HDR Services

The financial program will be included in the Water Comprehensive Plan document as follows:

1. Past and Present Financial Condition – document a summary of water utility financial performance for the past six years and document outstanding long-term debt.
2. Available Revenue Sources - Document available sources of revenue and funding for capital and operational costs and describe historical approaches and or policies that establish the City's funding methods.
3. Capital Financing Approaches – Identify capital financing. Develop a financing strategy incorporating rates, capital improvement charges, and debt financing. Identify and document Capital Funding Assistance Programs – Available State and Federal grant and loan programs.
4. Rate Forecast and Rate Impacts – Develop a rate forecast which incorporates the capital and operating requirements identified in this WCP. A six-year forecast will estimate annual rate increases required. For each year, estimate revenues and expenses.
5. Rate Structure and Conservation – Summarize the City's water rate structure and document a qualitative review. The review will focus on water conservation opportunities that might be addressed through rate structure revisions for compliance with the conservation rule.
6. Recommended Financial Strategy – Document a recommended financial strategy addressing funding sources, basic financial policies, rates and charges.

## 14.3 City Responsibilities

1. Provide financial, budgeting, rate and customer reports.
2. Review the draft WCP chapter and provide written comments within two weeks.

## 14.4 Assumptions

1. One capital financing alternative will be developed.
2. HDR previously developed a cash flow model and a cost of service analysis for the City. The financial analysis will make use of these existing models, to the extent possible.

## 14.5 Deliverables

1. Draft and final spreadsheet files and the Financial Plan Chapter.
2. E-mailed Word document file of draft WCP Chapter for the Financial Plan for City review and comment.
3. E-mailed document file of the final WCP Chapter for the Financial Plan.

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## **15.0 Task 15 – Draft and Final WCP Assembly and Delivery**

### **15.1 HDR Services**

1. Prepare draft WCP for City review.
2. Address City comments and prepare ten (10) copies of draft Final WCP.
3. Submit draft Final WCP to DOH, adjacent purveyors, and Council for review/approval.
4. Incorporate DOH and Council comments into Final Plan. Document adjacent purveyor comments.
5. Prepare SEPA checklist based on the final WCP, similar recent Water System Plan Updates, and the CIP.
6. Prepare Consistency Statement and the Municipal Water Law General Approval Checklist, as required under MWL.
7. Prepare DOH WCP checklist.
8. Prepare an Executive Summary of the plan to be included at the front of the plan document.
9. Attend Council meeting to present key findings.

### **15.2 City Responsibilities**

1. Provide one set of comments on Draft WCP.
2. Provide one set of comments on Draft Final WCP.
3. Work with HDR to address DOH comments and responses to adjacent purveyors.
4. Review and comment on draft SEPA checklist. Process the environmental determination.
5. Review and comment on DOH and MWL checklists.

### **15.3 Assumptions**

1. Detailed system information judged to be important to system vulnerability will not be included in the final WCP.
2. A checklist is all that will be necessary to meet SEPA requirements.

### **15.4 Deliverables**

1. Provide the following deliverables to the City:
  - Copy ready original paper copy of Final document
  - Ten (10) bound sets of the document with each set bound in two three-ring binders – one with the Water Plan and one with Plan appendices.
  - Ten (10) compact disk PDF file copies of the water plan and appendices.
2. Presentation materials and attendance at one Council meeting.
3. Draft and Final SEPA checklist.
4. DOH WCP Checklist.

5. Consistency statement.

## 16.0 Fee and Schedule

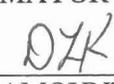
The table below shows the fee for conducting Tasks 1 through 15, as described in the Scope of Work. The figure shows the anticipated schedule for conducting the work as described in the Scope of Work.

Task Description	Hours	Labor Cost with Overhead	Direct Expenses	Profit (12% Labor)	Total Fee
Task 1 - Project Management	184	\$24,846	\$1,074	\$2,981	\$28,902
Task 2 - Data Collection and Meetings	40	\$4,043	\$184	\$485	\$4,712
Task 3 - Description of Water System	56	\$6,303	\$546	\$756	\$7,605
Task 4 - Service Area Policies	58	\$5,750	\$458	\$690	\$6,898
Task 5 - Demand Forecast	138	\$14,121	\$586	\$1,695	\$16,401
Task 6 - Conservation Program	76	\$7,262	\$332	\$871	\$8,465
Task 7 - Water Rights, System Reliability and Supply Strategy	144	\$14,617	\$610	\$1,754	\$16,982
Task 8 - Planning Data Workshop	52	\$5,766	\$473	\$692	\$6,931
Task 9 - System Analysis	276	\$31,642	\$1,592	\$3,797	\$37,031
Task 10 - Water Quality Compliance Program	128	\$13,596	\$625	\$1,632	\$15,852
Task 11 - Operations and Maintenance	92	\$11,921	\$477	\$1,431	\$13,829
Task 12 - Design and Construction Standards Update	44	\$5,343	\$200	\$641	\$6,185
Task 13 - Capital Improvement Program	258	\$28,908	\$1,158	\$3,469	\$33,535
Task 14 - Financial Program	88	\$10,815	\$461	\$1,298	\$12,573
Task 15 - Draft and Final Comprehensive Water Plan Assembly	262	\$28,583	\$2,088	\$3,430	\$34,101
<b>Totals</b>	<b>1,896</b>	<b>\$213,515</b>	<b>\$10,864</b>	<b>\$25,622</b>	<b>\$250,000</b>

Scope Elements	2007						2008												2009		
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Task 1 - Project Management	[Shaded]																				
Task 2 - Data Collection and Meetings	[Shaded]	[Shaded]																			
Task 3 - System Description	[Shaded]	[Shaded]	[Shaded]																		
Task 4 - Service Area Policies	[Shaded]	[Shaded]	[Shaded]	[Shaded]																	
Task 5 - Demand Forecast	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]															
Task 6 - Conservation Program	[Shaded]																				
Task 7 - Water Rights and System Reliability	[Shaded]																				
Task 8 - Planning Data Workshop	[Shaded]																				
Task 9 - System Analysis	[Shaded]																				
Task 10 - Regulatory Compliance Program	[Shaded]																				
Task 11 - Operations and Maintenance	[Shaded]																				
Task 12 - Design and Construction Standards	[Shaded]																				
Task 13 - Capital Improvement Program	[Shaded]																				
Task 14 - Financial Plan	[Shaded]																				
Task 15 - Draft and Final Plan Assembly and Submittal	[Shaded]																				

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

AGENDA ITEM: I-5 to City Center Access Study – Phase 1 Standard Consultant Agreement	AGENDA SECTION: New Business	
PREPARED BY: Jeff Massie, Assistant City Engineer	AGENDA NUMBER:	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• July 14, 2007 Dongho Chang e-mail message</li> <li>• Local Agency Standard Consultant Agreement with Exhibits A and E-2 only (other exhibits excluded from this package)</li> <li>• Excerpts from WSDOT Design Manual Chapter 1425</li> <li>• Project Map Exhibit</li> </ul>	APPROVED BY:	
	MAYOR 	CAO 
BUDGET CODE: 30500030.563000 R0603	AMOUNT: \$361,090.54	

The 2007-2012 Six Year Transportation Improvement Plan, adopted July 10, 2006, proposes a project to develop better access between Interstate 5 and Downtown Marysville. Attached is an e-mail from then Washington State Department of Transportation (WSDOT) Snohomish Area Traffic Engineer Dongho Chang opining the safety and mobility deficiencies on and around the I-5/4<sup>th</sup> Street interchange.

The consultant selection committee, comprised of both Marysville and WSDOT staff, rated the engineering consultant HDR Engineering, Inc. as the best qualified firm to perform preliminary design engineering on the project. As the City will likely pursue external funds to address downtown access deficiencies, the attached Local Agency Standard Consultant Agreement is utilized because of WSDOT Local Agency Guidelines when project federal funds are involved. The work scope per Agreement Exhibit E-2 abides by WSDOT Design Manual Chapter 1425 entitled “Interchange Justification Report” (IJR), and in accordance with direction received from WSDOT and Federal Highway Administration (FHWA) staff.

The second paragraph under the attached WSDOT Design Manual Section 1425.01 explains FHWA’s authority involving revisions to the Interstate system and the purpose of the IJR. The Exhibit B-2 work scope basically follows the “First Step” IJR procedures identified in Design Manual Section 1425.04, including evaluating segments of the local and regional network for system improvements, and identifying and considering investments in local infrastructure to meet the needs of the proposal.

This HDR work scope *does not include* the effort necessary to complete the second and third steps of the process, which is preparing the balance of the IJR by addressing eight policy points; the National Environmental Policy Act (NEPA) environmental review documentation; and review and approval of the IJR and NEPA documents. The expense of completing the IJR process is considerable, and it is anticipated the City may seek external funding opportunities to help offset local fund expenditures.

RECOMMENDED ACTION: Staff recommends the Council authorize the Mayor to sign the Standard Consultant Agreement with HDR Engineering, Inc. to prepare Phase 1 of the I-5 to City Center Access Study for the estimated cost of \$361,090.54 including a 5% management reserve.
COUNCIL ACTION:

**From:** "Chang, Dongho" <ChangDH@wsdot.wa.gov>  
**To:** <jmassie@ci.marysville.wa.us>  
**Date:** 7/14/2006 12:41:53 PM  
**Subject:** 4th Street Interchange problem statement

Hi Jeff,

Here is a problem statement that you are welcome to use for the 4th Street feasibility study proposal:

The interchange at I-5 and SR 528 (also known as 4th Street) is the major entrance to the City of Maryville. The capacity at this interchange has long been exceeded while the traffic demand continually increased. Improvements at this interchange are needed to address the safety and capacity needs.

**Safety:**

I-5 northbound off ramp to SR 528 has been identified as a High Accident Location in 1994, 1996, 1998, 2000, 2002, and 2004. The signalized intersection at this ramp operates beyond capacity, resulting in backups on the off ramp. Total of 33 collisions occurred at the off ramp between 2003 and 2004. 25 of these collisions were rear end crashes, which accounts for 76% of these crashes. The annual societal cost for these collisions is \$856,750.

SR 528 between I-5 and the vicinity east of Columbia Avenue has been identified as a High Accident Location in 1994, 1996, 1998, 2000, 2002, and 2004. Total of 139 collisions occurred on SR 528 within this segment between 2003 and 2004. The annual societal cost for these collisions is \$1,824,500.

**Mobility:**

The interchange cannot handle the demand of the peak traffic and is operating beyond capacity. The northbound ramp intersection is operating at Level of Service F and the southbound ramp intersection is operating at Level of Service D. The congestion from the interchange spills over into the Interstate and the City's main artery, SR 528.

Sincerely,

Dongho

<b>Local Agency Standard Consultant Agreement</b>	Consultant/Address/Telephone HDR Engineering, Inc. 500 108th Ave. NE Suite 1200 Bellevue, WA 98004-5549	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement	425-453-1523	
Agreement Number	Project Title And Work Description I-5 to City Center Access Study - Phase 1	
Federal Aid Number	Study of access between Interstate 5 and the City Center, Marysville, Washington. First phase will focus on local arterial improvements and non-interstate state highway improvements.	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate <u>167.15</u> % Overhead Cost Method <input checked="" type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % Fixed Fee \$ <u>33,305.00</u> <input type="checkbox"/> <b>Specific Rates Of Pay</b> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number Federal ID No. 470068568 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date April 30, 2008	
		Total Amount Authorized \$ <u>343,895.75</u> Management Reserve Fund \$ <u>17,194.79</u> Maximum Amount Payable \$ <u>361,090.54</u>

**Index of Exhibits**

- Exhibit "A" - Scope of Work
- Exhibit "B" - DBE Participation
- Exhibit "C" - Electronic Exchange of Engineering and Other Data
- Exhibit "D" - Payment (by Agreement Type)
- Exhibit "E" - Consultant Fee Determination
- Exhibit "F" - Breakdown of Overhead Cost
- Exhibit "G" - Subcontract Work/Fee Determination
- Exhibit "H" - Title VI Assurances
- Exhibit "I" - Payment Upon Termination of Agreement
- Exhibit "J" - Alleged Consultant Design Error Procedures
- Exhibit "K" - Consultant Claim Procedures
- Exhibit "L" - Liability Insurance Increase
- Exhibit "M" - Certification Documents

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

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

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

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

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

**I General Description of Work**

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

**II Scope of Work**

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

**III General Requirements**

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

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

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

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

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

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

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

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

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

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

#### **V Payment Provisions**

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

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

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

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

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

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

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

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

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

#### **VII Employment**

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

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

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

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

### **VIII Nondiscrimination**

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

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

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

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

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

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

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

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

### **IX Termination of Agreement**

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

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

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

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

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

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

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

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

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

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

### **X Changes of Work**

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

### **XI Disputes**

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

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

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

### **XIII Legal Relations**

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

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

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

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

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

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

#### **Insurance Coverage**

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

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

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

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

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

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

#### **XIV Extra Work**

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

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

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

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

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

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

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

#### **XVIII Complete Agreement**

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

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

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

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

By David D. [Signature] By \_\_\_\_\_  
Consultant 4/24/07 Agency \_\_\_\_\_

# EXHIBIT A – SCOPE OF WORK

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## SCOPE OF WORK

for

### I-5 to City Center Access Study - Phase 1

(study to explore, identify and develop concepts to improve access between Interstate 5 and Marysville's city center)

**Marysville, Washington**

**Prepared by:**

**HDR Engineering, Inc.**  
500 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5538

**April 24, 2007**



ONE COMPANY | *Many Solutions*®

## EXHIBIT A

### I-5 to City Center Access Study - Phase 1 Marysville, Washington

## SCOPE OF SERVICES

### Introduction

The project for which this scope of services is prepared is the study of access between Interstate 5 and the City Center, Marysville, Washington. The first phase of this project, as described within this scope of services, will focus on local arterial improvements, and non-interstate state highway improvements. It is expected that the interchanges with I-5 at 4<sup>th</sup> Street and at SR 529 will ultimately be shown as key to this project.

HDR Inc. (hereafter “Consultant”) shall provide professional services and information to the City of Marysville (hereafter “City”) to establish the feasibility of access improvements between Interstate 5 and the City Center.

The services to be provided are listed below as five work elements. Administration includes general project management, stakeholder chartering and coordination, and public involvement support and coordination. Development of an Interchange Justification Report (IJR) may be considered as a supplement to this Agreement.

- Element 1.0 - Administration
- Element 2.0 - Traffic Analysis
- Element 3.0 - Regulatory Analysis
- Element 4.0 - Funding Analysis
- Element 5.0 - Feasibility Report & Executive Summary

### General Assumptions

- Work shall be done by the Consultant.
- The study shall be completed within six (6) months from Notice to Proceed (NTP).

### Study Purpose & Expectations

The purpose of this study is to investigate the need for capacity improvements at the I-5 / 4<sup>th</sup> Street and I-5 / SR 529 interchanges. The congestion at the I-5 / 4<sup>th</sup> Street interchange reaches levels that are unacceptable and that pose possible safety risks. This phase of the study will identify and assess a comprehensive strategy to improve capacity on local arterials and non-interstate state highways. The most promising options will be evaluated with a baseline configuration identified. The baseline configuration will constitute the assumed, systematic, improvements that would be made to the network of local roadways and non-interstate state highways.

This phase of the study may show that systematic improvements to local roadways and non-interstate state highways would be sufficient to address the current access deficiencies between I-5 and the City Center. Alternatively, this phase of the study may show that no reasonable systematic improvement of non-interstate roadways would be sufficient to address the access deficiencies. This latter scenario would then lead to consideration of improvements to interchanges on I-5.

This study is a first step in identifying capacity improvements along Marysville's most congested corridors. The results from this study can be used to initiate further studies including an IJR if it is determined that improvements to the I-5 interchanges are needed.

## **Element 1.0 Administration**

The Project Administration element of the I-5 to City Center Access Study is intended to provide overall project administration, management and coordinating services. This element includes the following sub-elements:

- 1.1 General Project Management
- 1.2 Project Management Plan
- 1.3 Project Schedule
- 1.4 Organization Chart
- 1.5 Kickoff & Progress Meetings
- 1.6 Progress Reports and Billings
- 1.7 Stakeholder Chartering and Coordination
- 1.8 Public Involvement Support and Coordination

### **1.1 General Project Management**

The Consultant shall manage all project work to effectively control costs, maintain schedule, provide quality deliverables appropriate to the goals of the project, and coordinate work between the City, Stakeholders and Consultant. The Consultant shall manage all work utilizing proven, effective means and methods. General project management shall be active during the total duration of the project. For estimating purposes, it is assumed that the project will be completed 6 months from NTP.

The Consultant shall be responsible for managing all subconsultants involved in the study. The Consultant shall develop and execute subconsultant agreements with each Consultant team member that establishes work schedule, scope, and budget.

#### **Assumptions**

- Project Management will be ongoing for the term of the contract.

#### **Deliverables**

- Full time, on-going, effective management of project, within scope, schedule and budget.
- Executed subconsultant agreements
- On-going coordination of subconsultant efforts
- Effective communication within Consultant team, with consistent use of scheduled internal team meetings, phone calls, emails, and unscheduled meetings as necessary

### **1.2 Project Management Plan**

The Consultant shall prepare a Project Management Plan (PMP) including a copy of the negotiated scope, schedule, budget, project organization chart, and a Work Plan. The PMP shall be submitted to the City within two weeks of the Notice To Proceed and shall include the following elements: negotiated scope and budget, schedule, a Change Management Plan, as well as Quality Control Plan and a Work Plan. The PMP should include copies of QA/QC forms that are used internally by Consultant.

#### **Assumptions**

- One draft PMP submitted for comment.
- One revision will be made to the draft to create the final PMP.

#### **Deliverables**

- Draft PMP
- Final PMP

### 1.3 Project Schedule

The Consultant shall develop the project schedule showing important milestone dates for events necessary to complete each task, including deliverable dates, meetings, when input is required from the City and others, time for City review, and time for review by others. The schedule shall allow ten (10) working days for distribution, review, and incorporation of review comments. The project schedule shall be submitted to the City for approval and shall be updated monthly.

#### Assumptions

- The draft and final original schedules will be delivered to City as part of the PMP.

#### Deliverables

- Draft original schedule, as part of PMP
- Final original schedule, as part of PMP
- Updated schedule on monthly basis in electronic format as approved by City.

### 1.4 Organization Chart

The Consultant shall prepare a Project Organization Chart that identifies the City Project Manager, the Consultant Project Manager, and key task leads. Changes to the scope, schedule, budget, or organization of the Consultant team may be done only with the written concurrence (e-mail authorization is permitted) by the City. The Consultant shall also prepare a list of key team members and contact information.

#### Assumptions

- The Project Organization Chart and list of key team members will be delivered to City as part of the PMP.

#### Deliverables

- Project Organization Chart.
- List of key team members including the City, WSDOT, other stakeholders, and Consultant.

### 1.5 Kickoff & Progress Meetings

Lead and participate in a project kickoff meeting. A single 2-hour project kickoff meeting will be held at the City or Consultant facilities and will include the City, Consultant, sub-consultants, WSDOT and FHWA partners as deemed necessary by the City Project Manager. The Consultant shall work with the City to develop the agenda and facilitate the meeting. The Consultant shall prepare and distribute meeting notice, agenda, and summary.

The Consultant PM shall conduct monthly status meetings with the City's project manager (up to a maximum of 6 meetings). The Consultant shall prepare an agenda and individual meeting summaries for the meetings. There shall be one review of the draft agenda and one draft meeting summary. The Consultant shall distribute hard copies of meeting agendas and meeting summaries.

#### Assumptions

- The Consultant shall conduct one 2-hour kickoff meeting, and up to 6 progress meetings for up to 1.5 hours each meeting.
- Progress meeting location will alternate monthly between City and Consultant offices.
- The City will review and comment one time on each draft agenda and each draft meeting summary.

#### Deliverables

- One draft agenda, for review, for each meeting.

- One final agenda, for approval, for each meeting.
- Attendance and facilitation at each meeting by an average of two Consultant team members.
- One draft summary, for review, for each meeting.
- One final summary, for approval, for each meeting.

### **1.6 Progress Reports and Billings**

The Consultant shall prepare and submit Monthly Progress Reports with monthly project invoices. These reports shall describe the work by elements accomplished for the given month, and shall identify any emerging issues or problems that may occur in any given month.

These reports shall identify the percentage of work accomplished in a given month, in earned value format. The reports shall also list project activities that shall be conducted in the following reporting period. Invoices should provide the percentage of work completed and the hours for each labor classification by work element. These reports shall be done in a form consistent with City standards.

#### **Deliverables**

- Monthly invoices with Monthly Progress Report.

### **1.7 Stakeholder Chartering and Coordination**

The Consultant shall support the City with presentations to the Tulalip Tribes, City of Everett, Snohomish County, Community Transit, WSDOT, FHWA and others as may be identified by the City, to ensure stakeholder concerns are identified and adequately addressed within the access study. The City shall provide copies of all correspondence and meeting summaries resulting from this effort.

The City shall provide ongoing communication with interested stakeholders to ensure timely and effective sharing of information, and to encourage stakeholder buy-in. The City shall provide a final, comprehensive Stakeholder Summary Memo describing stakeholder interests and study participation. The Stakeholder Summary Memo should document accommodations and changes to the study resulting from stakeholder input. The Stakeholder Summary Memo should also document any decisions to **not** accommodate or **not** address any stakeholder concern.

#### **Assumptions**

- Up to three two (2) hour meetings will be required under this task.

#### **Deliverables**

- Meeting attendance and participation.

### **1.8 Public Involvement Support and Coordination**

The Consultant shall support the City with a presentation to the City Council. The Consultant shall provide display boards, informational handouts, attend, participate, and develop presentation notes.

#### **Assumptions**

- There will be only one City Council presentation.
- Four Consultant team members will attend the presentation.
- Four display boards will be developed for the presentation.
- One informational memos/handouts will be developed for the presentation.
- The City will review and comment one time on the presentation notes.

#### **Deliverables**

- Up to four display boards.
- One informational memos/handouts.
- Meeting attendance and participation.
- Presentation notes.

## Element 2.0 Traffic Analysis

The Traffic Analysis element of the I-5 to City Center Access Study will document the existing traffic conditions for the roadways and intersections within the Study Area of Influence, as identified within the Traffic Assumptions Memorandum. Future traffic conditions will then be evaluated for the no-action alternative and for the identified baseline configuration. The traffic analysis will be comprehensive and include both local and state elements of the transportation system.

While the traffic analysis will be comprehensive, the analysis of non-interstate state highways outside of downtown Marysville will be at a “high level” with relatively less detail than will be given to the downtown arterial roadway system. Critical thought and consideration shall be given to connections between and improvements to local arterials, SR 2, SR 9, SR 528, SR 529, and Interstate 5. This element includes the following sub-elements:

- 2.1 Traffic Assumptions Memorandum
- 2.2 Data Gathering
- 2.3 Data Assembly & Review
- 2.4 Existing Conditions Analysis
- 2.5 Future Travel Forecasting
- 2.6 Future Conditions Analysis
- 2.7 Traffic Analysis Summary Memo

### 2.1 Traffic Assumptions Memorandum

The Consultant shall develop a Traffic Assumptions Memorandum to document significant assumptions and parameters for the traffic analysis. The assumptions memo will likely include but not be limited to the information listed below.

A Study Area of Influence described as:

- SR 528 from I-5 to SR 9
- SR 9 from SR 2 to SR 528
- SR 2 from Interstate 5 to SR 9
- Interstate 5 from SR 2 to SR 528

A list of Study Area Intersections to be analyzed, including:

- Marine Dr/31<sup>st</sup> Ave
- Marine Dr/33<sup>rd</sup> Ave
- I-5 SB Ramp/4<sup>th</sup> Street
- I-5 NB Ramp/4<sup>th</sup> Street
- 4<sup>th</sup> Street/Beach Ave
- 4<sup>th</sup> Street/Cedar Ave
- 4<sup>th</sup> Street/Delta Ave
- 4<sup>th</sup> Street/State Ave
- 4<sup>th</sup> Street/47<sup>th</sup> Ave
- 1<sup>st</sup> Street/State Ave
- 3<sup>rd</sup> Street/State Ave
- 6<sup>th</sup> Street/State Ave
- I-5/SR 529 Ramps (SB merge analysis)
- 1<sup>st</sup> Street/Cedar Ave.
- SR 528 intersections between State Street and SR 9
- SR 9 intersections between SR 2 and SR 528
- SR 2 intersections and/or interchanges between Interstate 5 and SR 9

A Study Area Baseline Configuration, including:

- Selected improvements to study area intersections
- Selected improvements to study area interchanges
- Selected improvements to study area roadways

Study Area Turning Movement Counts will be taken at up to 20 intersections:

- Identify intersections where counts are necessary.

Level of Analysis Detail for each of the following:

- Study area arterials
- Study area intersections
- Study area non-interstate state highways, intersections and interchanges
- Study area portions of Interstate 5 and associated interchanges

### Assumptions

- The City will review and comment up to two times on the assumptions memo.
- Up to two revisions will be made to create the final assumptions.
- One final Traffic Assumptions Memorandum will be submitted for approval.

### Deliverables

- First draft memo for review and comment.
- Second draft memo for review and comment.
- Final Traffic Assumptions Memorandum for approval and use.

## 2.2 Data Gathering

The Consultant shall gather available existing data including traffic volume counts, signal timing data, train data, trail maps, past studies, transit data and the current demand model. Turning movement counts are assumed to be needed for up to 20 intersections. (Marysville's most current intersection turning counts were obtained in late 2004) The Consultant will utilize a subconsultant to conduct these turning movement counts.

### Assumptions

- Turning movement counts will be necessary for twenty intersections
- Freeway and ramp volume data will be provided by WSDOT
- Past studies will be provided by the City - probably limited to the 2005 and 2003 Transpo Element Update of the Comp Plan.
- The current travel demand model will be provided by the City. HDR will include some time for coordination and transfer of the travel demand model.
- Include WSDOT's corridor study on SR 9
- Include the 1992 FEIS for the I-5 and 88<sup>th</sup> Street NE Interchange
- Include the 1993 EA for the I-5 and 88<sup>th</sup> Street NE Interchange
- Include transportation improvements within the City's Comprehensive Plan.

## 2.3 Data Assembly & Review

The Consultant shall assemble and inventory the data for use in the study. A review of data will be performed to determine if updated traffic counts are necessary. Historical traffic growth trends will be determined to adjust traffic counts to a consistent existing year with consideration for volume balancing. Provided studies will be reviewed to provide a full background of past and future plans for the City.

### Deliverables

- Data Inventory

## 2.4 Existing Conditions Analysis

The Consultant shall determine existing level of service conditions in the study area for the PM peak hour conditions. Synchro software will be used to perform the analysis in conformance with the Highway Capacity Manual procedures. An analysis of train crossings will be performed to quantify the affects on the transportation system. The Consultant shall identify and document existing safety and operational problems on local roadways, state highways and I-5 within the study area.

A traffic simulation model (VISSIM) will also be prepared for the study area and calibrated to existing conditions. Level of service data will be summarized from the simulation output. It is the Consultant's opinion that the simulation model will be necessary to prove the need for I-5 Interchange modifications or additions in addition to any arterial/collector street improvements. An existing conditions model must be prepared to set the stage for the future no-action and action alternative evaluations.

## **2.5 Future Travel Forecasting**

The Consultant shall develop future travel forecasts. The TModel2 model provided to the Consultant will be converted to VISUM for Consultant use. Future forecasts from the VISUM model will be compared to the original model forecasts to verify consistency. Forecasts for the no-action and baseline configuration alternatives will be prepared based upon data gathered and information developed in other study tasks. Peak hour traffic volumes will be prepared for the study intersections for the PM peak hour conditions (TModel2 is typically a PM peak model only). AM forecasts will be developed by estimation techniques. Resultant model files and data will be provided to the City. The Consultant will coordinate with the travel demand modeling consultant who holds the most current demand model. The PSRC model will also need to be utilized to develop forecasts for key roadways not included in the TModel2 Marysville model (i.e. SR2 & SR 9).

## **2.6 Future Conditions Analysis**

The Consultant shall complete a Synchro analysis of the no-action and baseline configuration alternatives. Level of service and delay findings will be summarized in conformance with Highway Capacity Manual methods for use in the technical documentation. Train crossing impacts the transportation system will be evaluated based upon future train volume projections.

VISSIM Simulation analysis will be conducted for the no-action and baseline alternatives for the local network between I-5 and the City Center. Operational measures will be summarized for alternative comparisons. Visualizations will be prepared for the alternatives for use in project, Council and, potentially, future public meetings.

### **Assumptions**

- Synchro analysis will include iterations of analysis as alternative street improvements are tested for overall applicability and benefit.
- Simulation analysis will be necessary to evaluate congestion and freeway ramp operations. Level of service will be reported in conformance with the Highway Capacity Manual. For ramp merge conditions LOS is based upon density.

## **2.7 Traffic Analysis Summary Memo**

The Consultant shall provide a final, comprehensive Traffic Analysis Summary Memorandum documenting all significant findings and decisions developed in work elements 2.1 through 2.6. The Traffic Analysis Summary Memorandum will document the agreed baseline configuration by the stakeholders. It will also document any assumptions or changes to assumptions made as a result of input from stakeholders, regulatory agencies and the public.

The Traffic Analysis Summary Memorandum will specifically discuss whether baseline configuration improvements to local roadways and non-interstate state highways would be sufficient to address the access deficiencies between I-5 and the City Center. The memo will further discuss whether consideration of improvements to interchanges on I-5 are necessary to adequately address those same access deficiencies.

### Assumptions

- The City, WSDOT and FHWA will reach consensus on feasible baseline configuration
- The City, WSDOT and FHWA will review and comment two times on the Traffic Analysis Summary Memo.

### Deliverables

- Baseline Configuration memo summarizing list of feasible baseline projects
- Two draft versions of the Traffic Analysis Summary Memo, for review and comment.
- One final Traffic Analysis Summary Memo, for approval.

## Element 3.0 Regulatory Analysis

The Regulatory Analysis work element of the I-5 to City Center Access Study shall identify, assess and document the environmental and regulatory conditions and issues that may affect the no-action and baseline alternatives developed in this project. This element includes the following sub-elements:

### 3.1 Environmental Overview

The Consultant shall conduct a brief environmental overview of the no-action and baseline configuration alternatives as identified and developed in work element 2. The overview is intended to identify any potential environmental issues that may affect project development, or result in potential fatal flaws or areas of concern. The overview shall include an evaluation of the study area to determine the presence of potential fatal flaws for wetlands, critical habitat areas, cultural resources, hazardous materials, land use, and parks and recreation as an initial step.

The Consultant shall prepare a brief Environmental Overview Memo (EOM) documenting any environmental issues identified for each of the alternatives presented, and summarizing any conclusions or findings developed from review of the alternatives.

### Assumptions

- Up to two (2) alternatives will be presented in the memo.
- The City and WSDOT will review and comment one time on the EOM.
- One revision will be made to the draft to create the final EOM.

### Deliverables

- Collection and review of studies and plans.
- One draft EOM for review and comment.
- One final EOM for approval.

### 3.2 Regulatory Review and Recommendations

Based upon the results of Work Element 3.1, the Consultant, in coordination with the City and WSDOT, shall review the level of environmental documentation that may be needed for NEPA and SEPA compliance. The Consultant shall estimate the duration of the documentation process and the amount of agency coordination required. The Consultant shall identify additional environmental studies that might be needed at this stage in alternatives identification and development.

The Consultant shall review and compile a list of local, state, and federal permits that may be required. A brief description and timeline shall be presented as a Regulatory Matrix (RM).

### Assumptions

- Up to two (2) alternatives will be reviewed and presented in the matrix.
- One meeting with City staff and project team members to identify environmental documentation requirements.
- The City and WSDOT will review and comment one time on the RM.

- One revision will be made to the draft to create the final RM.

#### **Deliverables**

- One draft RM for review and comment.
- One final RM for approval.

### **Element 4.0 Funding Analysis**

The Funding Analysis work element of the I-5 to City Center Access Study will identify and evaluate the potential funding sources for the project components. This element includes the following sub-elements:

- 4.1 Develop Potential Funding Sources List
- 4.2 Analysis of Funding Potential
- 4.3 Funding Analysis Summary Memo

#### **4.1 Develop Potential Funding Sources List**

The Consultant shall identify the potential funding sources for the project and prepare a summary of the potential sources in a matrix format. This Potential Funding Source Matrix (PFSM) will identify the following:

- Potential Funding Source
- Range of Possible Funding Amounts Available to City
- Summary of Process to Apply for Funds
- Schedule of Funding Accessibility
- Contact Individuals for Funding
- Special Requirements Associated with Funding

The Consultant will submit the PFSM to the City for review and comment.

#### **Assumptions**

- Existing Federal, State and Local funding sources and options will be identified.
- Private funding sources will only include information provided by the City.
- Federal funding will be based on the current highway funding bill, SAFETEA-LU.
- The City will review and comment one time on the PFSM.
- One revision will be made to the draft to create the final PFSM.

#### **Deliverables**

- One draft PFSM for review and comment.
- One final PFSM for approval.

#### **4.2 Analysis of Funding Potential**

The Consultant shall analyze each funding source and evaluate the following:

- Expectation of success in obtaining project funding.
- Impacts on Project associated with funding source, including:
  - Schedule
  - Costs
  - Design Requirements
- Potential funding amounts City may expect to obtain.

The Consultant will submit the results of the analysis to the City for review and comment, as a Funding Potential Memo (FPM).

### **Assumptions**

- Potential for funding is highly subjective and will require review and concurrence by City.
- Analysis of funding sources will be based on Consultant experience, review of existing information, discussion with accessible funding personnel, and input from City.
- The City will review and comment one time on the FPM.
- One revision will be made to the draft to create the final FPM.

### **Deliverables**

- One draft FPM for review and comment.
- One final FPM for approval.

### **4.3 Funding Analysis Summary Memo**

The Consultant shall provide a final Funding Analysis Summary Memo (FASM) summarizing the results of the funding investigation and analysis. The FASM will include a summary table of potential funding sources, an analysis of each funding source, and a recommendations section.

### **Assumptions**

- One round of City review of the FASM is included.
- FASM is anticipated to be between five and ten pages, including tables and graphics.

### **Deliverables**

- One draft FASM, for review and comment.
- One final FASM, for approval.

### **4.4 Preparation of a Project Funding Brochure**

The Consultant shall prepare a single sheet brochure that describes the purpose of the project, the preferred alternative, schedule and funding goals for the City to use in its efforts to secure funding from federal, state and other sources.

### **Assumptions**

- One round of City review of the draft Project Funding Brochure is included.
- The brochure will include color graphics and photos prepared as part of other efforts within this scope.
- The brochure is assumed to be prepared as a single sheet, folded handout form.
- The City will provide all printing and distribution of the brochure.
- One revision within the contract period to the final brochure is included in this scope.

### **Deliverables**

- One draft brochure for review and comment.
- One final brochure in electronic format suitable for printing.
- One revised brochure in electronic format suitable for printing.

## **Element 5.0 Study Report**

The Study Report work element of the I-5 to City Center Access Study will document and summarize all relevant study information in a single, comprehensive City Center Access Study - Phase 1 Report. This element includes the following sub-elements:

### **5.1 Feasibility Report & Executive Summary**

The Consultant shall prepare an I-5 to City Center Access Study - Phase 1 Report. The Study Report will be a comprehensive report that documents and summarizes all significant data, memos, findings and recommendations developed in work elements 1.0 through 4.0. The Consultant shall develop and include

overall study findings and recommendations that integrate and build upon all previous study findings and recommendations.

An Executive Summary will be prepared for submittal with the final Study Report. The document will condense the project findings and recommendations into three or four pages.

**Assumptions**

- The City will review and comment up to two times on the study report.
- Up to two revisions will be made to create the final report.
- One final Study Report will be submitted for approval.

**Deliverables**

- First draft report for review and comment.
- Second draft for review and comment.
- Final Study Report for approval and use.
- Executive Summary

I-5 to City Center Access Study - Marysville, Washington

			<i>j. villager</i>	<i>d. sims</i>	<i>m. press</i>	<i>m. wittler</i>	<i>s. wright</i> <i>r. spellicacy</i>	<i>m. bockencamp</i>	<i>c. stampher</i>	<i>p. ferrier</i>	<i>c. graham</i> <i>j. german</i>	<i>f. lin</i> <i>j. shippy</i> <i>h. sung</i>	<i>t. wang</i> <i>c. sokol</i>	<i>c. wilcox</i>	<i>j. crotwell</i>	<i>g. sacco</i>	<i>m. finn</i>
HDR		-	Senior Project Manager	Project Manage	Senior Planner	Senior Scientist	Planner Scientist	Senior Funding	Senior Project Engineer	Project Engineer	Traffic Engineer	Traffic Modeler	CAD Tech.	GIS	Senior Admin.	Admin.	
Work Elem.	Description	HOURS															
<b>1</b>	<b>Administration</b>	<b>445</b>	57	186	11	2		15	12	40	8		24	24	36	30	
1.1	General Project Management	95	25	70													
1.2	Project Management Plan	24		20												4	
1.3	Project Schedule	18	2	16													
1.4	Organization Chart	8	2	2												4	
1.5	Kickoff and Progress Meetings	73	20	31	7	2		7								6	
1.6	Progress Reports and Billings	54		18											36		
1.7	Stakeholder Chartering and Coordination	40	8	16				4								12	
1.8	Public Involvement Support and Coordination	133		13	4			4	12	40	8		24	24		4	
<b>2</b>	<b>Traffic Analysis</b>	<b>1802</b>		<b>136</b>							<b>728</b>	<b>898</b>		<b>40</b>			
2.1	Traffic Assumptions Memorandum			8							4	4					
2.2	Data Gathering	128		8							40	40		40			
2.3	Data Assembly and Review	104		24							40	40					
2.4	Existing Conditions Analysis	514		24							150	340					
2.5	Future Travel Forecasting	520		40							240	240					
2.6	Future Conditions Analysis	512		32							250	230					
2.7	Traffic Analysis Summary Memorandum	24		8							8	8					
<b>3</b>	<b>Regulatory Analysis</b>	<b>136</b>	4		8	4	72								40	8	
3.1	Environmental Overview	90	2		4	4	36								40	4	
3.2	Regulatory Review and Recommendations	46	2		4		36									4	
<b>4</b>	<b>Funding Analysis</b>	<b>77</b>	5					44								28	
4.1	Develop Potential Funding Sources List	9	1					8									
4.2	Analysis of Funding Potential	12						12									
4.3	Funding Analysis Summary Memo	18	2					12								4	
4.4	Project Funding Brochure	38	2					12								24	
<b>5</b>	<b>Study Report</b>	<b>172</b>	12	76	8			12			24	24				16	
5.1	Feasibility Report & Executive Summary	172	12	76	8			12			24	24				16	
<b>TOTALS</b>		<b>2632</b>	<b>78</b>	<b>398</b>	<b>27</b>	<b>6</b>	<b>72</b>	<b>71</b>	<b>12</b>	<b>40</b>	<b>760</b>	<b>922</b>	<b>24</b>	<b>104</b>	<b>36</b>	<b>82</b>	

EXHIBIT E-2

## **Chapter 1425**

## **Interchange Justification Report**

- 1425.01 General
- 1425.02 References
- 1425.03 Definitions
- 1425.04 Procedures
- 1425.05 Interchange Justification Report and Supporting Analyses
- 1425.06 Documentation

### **1425.01 General**

This chapter provides guidance on Interchange Justification Reports (IJR), developing the required documentation for an IJR, and the sequence of an IJR presentation. The guidance is applicable to both Interstate and non-Interstate limited access routes. Engineers in the Washington State Department of Transportation (WSDOT) Headquarters (HQ) Access and Hearings Unit specialize in providing support for meeting the guidance provided in this chapter. They should be consulted early and frequently during the development of projects that require the types of documentation described herein.

Federal law requires Federal Highway Administration (FHWA) approval of all revisions to the Interstate system, including changes to limited access. Both FHWA and WSDOT policy require the formal submission of a request to either break or revise the existing limited access on Interstate and state routes, respectively. An IJR is the document used to request a new access point or access point revision on limited access freeways in Washington State. The IJR is used to document the planning process, the evaluation of the alternatives considered, the design of the preferred alternative, and the coordination that supports and justifies the request for an access revision. The IJR is scalable to the complexity of the proposal (see Figures 1425-1, 2, and 3).

A transportation proposal that requires a break in or revision to the existing limited access control, such as a new interchange, should begin with a study of the corridor to determine existing and future access needs. These needs then become part of the statewide plan, called the *State Highway System Plan*. The *State Highway System Plan* defines *Service Objectives*, *Action Strategies*, and costs to plan for, maintain, operate, preserve, and improve the state highway system for the next 20 years. Work that does not fit any of the action strategies will not be authorized or considered in the development of the Statewide Transportation Improvement Program (STIP) or any other budget proposal. (See Chapter 120.) Alternatives should be developed and evaluated. A final preferred alternative is then analyzed, selected, approved, designed, constructed, maintained, and monitored.

The corridor study must evaluate existing local infrastructure and existing access points to determine whether an access point revision is necessary. The evaluation of the proposal begins by studying the corridor throughout the area of influence.

For all complex projects (new or significantly reconfigured interchanges), WSDOT strongly advises that a support team be established to help integrate the planning, programming, environmental, traffic, safety, and design efforts that lead to development of a proposal. When a third party, such as a local agency, is proposing an access point revision, FHWA requires that a study team be formed.

An IJR is a stand-alone document that includes the necessary supporting information needed for a request to break or revise the existing limited access. The IJR includes information about the proposed project, the new access or access point revision, and information about all other local and state improvements that are needed for the access to operate. The complexity of the report varies considerably with the scope of the proposed access point revision. For example, for minor ramp revisions, added on- and off-ramp lanes, and locked gates to sites normally accessed by another route, the approval request may be condensed to a

## Advance copy

letter format that includes adequate justification. An operational/safety analysis may be required to assure no adverse impacts to the Interstate or crossroad(s). Contact the HQ Access and Hearings Unit to determine the appropriate level of report documentation needed for all access changes.

An IJR cannot be approved prior to the approval of the project environmental document. For example, a project environmental document might be an Environmental Impact Statement (EIS) or an Environmental Assessment (EA). Approval of these documents is signified by a Record of Decision for an EIS, or a Finding of No Significant Impact might be issued for an EA document indicating an EIS is not required. (Chapter 220 provides further discussion on project environmental documentation.)

If the new or revised access proposal is found to be acceptable prior to the environmental approval, a finding of engineering and operational acceptability is granted by FHWA. Final approval of the IJR is granted concurrently with the appropriate environmental documentation. If the proposal is found to be acceptable after the project environmental document is approved, the IJR can be approved. On Interstate projects, a submittal letter shall be sent by the region through the WSDOT Access and Hearings Unit requesting final FHWA approval of the IJR. On non-Interstate projects, a similar process is followed, except that the WSDOT Assistant State Design Engineer grants the final approval, not the FHWA.

Recognizing that the time period between the approval of the IJR, the environmental documentation, and the construction contract commonly spans several years, the approved IJR will be reviewed and updated if significant changes have occurred during this process. A summary assessment will be submitted to the HQ Design Office and FHWA for evaluation to determine whether the IJR needs to be updated. Contact the HQ Access and Hearings Unit to coordinate this summary assessment.

### **1425.02 References**

#### **(1) Law**

Laws and codes (both federal and state) that may pertain to this chapter include the following:

*Code of Federal Regulations* (CFR) 23 CFR Part 450 (implementing 23 USC Section 111)

40 CFR Parts 51 and 93 (regarding federal conformity with state and federal air quality implementation plans)

*United States Code 23 USC Section 111* (requires the U.S. Secretary of Transportation to approve access revisions to the Interstate System), 134 (Metropolitan Planning), and 135 (Statewide Planning)

#### **(2) Design Guidance**

The following contain guidance that is included by reference within the text:

*Highway Capacity Manual*, Special Report No 209 (HCM), Transportation Research Council

*Local Agency Guidelines* (LAG), M 36-63, WSDOT

#### **(3) Supporting Information**

The following were used in the development of this chapter or contain additional information:

Forecasting and Methods Matrix (when available), WSDOT

Notice of policy statement: "Additional Interchanges to the Interstate System," Federal Highway Administration notice published in the Federal Register, October 22, 1990 (Vol. 55, No. 204)

Notice of policy statement: "Additional Interchanges to the Interstate System," Federal Highway Administration notice published in the Federal Register on February 11, 1998. (Vol. 63, No. 28) (accessible in [http://www.access.gpo.gov/su\\_docs/fedreg/a980211c.html](http://www.access.gpo.gov/su_docs/fedreg/a980211c.html), under FHWA notices, "Interstate system, additional interchanges, policy statement, 7045-7047")

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**purpose** General project goals such as: (1) improve safety, (2) enhance mobility, or (3) enhance economic development.

**Record of Decision** Under the National Environmental Policy Act, the Record of Decision (ROD) accompanies the Final Environmental Impact Statement; explains the reasons for the project decision; discusses alternatives and values considered in selection of the preferred alternative; and summarizes mitigation measures and commitments that will be incorporated in the project.

**study area** The transportation system area to study in both step one of the study process and for an IJR. The study area is a minimum of one interchange upstream and downstream from the proposal.

**support team** An integral part of the IJR process consisting of an assemblage of people organized to develop and analyze solutions to meet the need of a proposal.

**Transportation Management Area (TMA)** Urbanized areas with populations of 200,000 or greater are federally designated as Transportation Management Areas.

**travel demand** Local travel demand constitutes short trips that should be made on the local transportation system, such as intracity roads and streets. Regional travel demand constitutes long trips that are made on the regional transportation system, such as Interstate, regional, and/or intercity/interregional roads, streets, or highways.

**traveled way** The portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning.

**trips** Short trips are normally intracity. Long trips are normally interstate, regional, or interregional.

#### **1425.04 Procedures**

Figures 1425-1 and 2 list the project types most likely to affect freeway safety and operations, requiring the submission of an Interchange Justification Report. Figure 1425-3 lists project types least likely to require the submission of an IJR. Consult the HQ Access and Hearings Unit early in the process for specific direction.

Gaining concurrence and approval for an access point revision is a multistep process. The first step consists of a study. If the study shows that the purpose and need of the proposal cannot be achieved with improvements to the local infrastructure only, the next step would normally be an IJR. (See the IJR Flow Chart, Figure 1425-4.)

##### **(1) The First Step**

Study the transportation systems in the area. This study will identify the segments of both the local and regional network that are currently experiencing congestion or safety deficiencies, or where planned land use changes will prompt the need to evaluate the demands on and the capacity of the transportation system. The study area includes the affected existing and proposed adjacent interchanges/intersections upstream and downstream from the proposed access point revision. If it is documented that the proposal creates no impacts to the adjacent interchanges/intersections, then analyze only through the area of influence. When the area of influence extends beyond the one interchange upstream and downstream, extend the analysis far enough to include the extent of the traffic impacts.

Segments of the local and regional network within the study area will be evaluated for system improvements. Part of the study process is to identify local infrastructure needs and develop a proposal. The study must consider investments in local infrastructure improvements to meet the needs of the proposal, because those improvements may provide the desired solution.

During the study process and while developing a proposal, it is important to use the data and analysis methods required for an IJR. If the study indicates that an IJR is warranted, the study data can be utilized

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in the IJR. Establish a support team for the study. This same support team would also be involved with the IJR process if the study shows that either a revision or a new access point is needed to meet the proposal purpose and need. The support team normally consists of the following:

- FHWA Area Engineer for Interstate Projects
- Region's Design or Project Development Engineer or Designee
- HQ Assistant State Design Engineer
- HQ Access and Hearings Unit Engineer
- HQ Traffic Office Representative
- Representative From Local Agencies (city, county, port, or tribal government)
- Recorder

The support team is encouraged to call upon specialists as needed; for example:

- Metropolitan Planning Organization (MPO)
- Regional Transportation Planning Organization (RTPO)
- WSDOT Region
  - Planning
  - Design
  - Environmental
  - Maintenance
  - IJR writer
- WSDOT Headquarters
  - Design
  - Bridge
  - Traffic
  - Geotechnical
- Project Proponent Specialists
- Transit Agencies

The support team's role is to:

- Develop a charter that includes the processes for reaching agreement, resolving disputes, and assigning responsibility for final decisions when consensus is not reached.
- Develop purpose, need, and vision statements for the study. This should be consistent with the project environmental document.
- Expedite the study step (and, if needed, the IJR development and review process) through early communication and agreement.
- Agree on area of influence and travel assumptions for the study and, if an IJR is needed, for each of the alternatives being considered.
- Develop the access assumptions document.

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- Provide guidance and support.
- Evaluate data and identify possible alternatives for the proposal during the study and, if needed, for an IJR.
- Contribute material for the report that documents the discussions and decisions.
- Review results and determine whether an IJR is warranted.
- Ensure the compatibility of data used in various studies.
- Ensure integration of the Project Definition process, Value Engineering studies, public involvement efforts, environmental analyses, operational analyses, safety analyses, other analyses for the study (and, if needed, to prepare an IJR). This encourages the use of consistent data.
- Address design elements. Status of known deviations must be noted in Policy Point 4. Deviations are discouraged on new accesses.

**(2) The Second Step**

Prepare a detailed IJR using the guidance in 1425.05, "Interchange Justification Report and Supporting Analyses," and Figure 1425-4.

The IJR addresses eight specific policy topics. (See Figures 1425-1 and 2 for exceptions.) In order of presentation, the topics are:

1. Need for the Access Point Revision
2. Reasonable Alternatives
3. Operational and Accident Analyses
4. Access Connections and Design
5. Land Use and Transportation Plans
6. Future Interchanges
7. Coordination
8. Environmental Processes

The IJR is initiated early in the environmental process. Traffic analyses help define the area of impact and the range of alternatives. Since the traffic data required for the National Environmental Policy Act (NEPA) or the State Environmental Policy Act (SEPA) and the operational/safety analyses of the decision report are similar, these documents are usually developed together using the same data sources and procedures.

**(3) The Third Step**

Concurrence and approval of a new or revised access point is based on the IJR. The IJR contains sufficient information about and evaluation/analysis of the proposal to provide assurance that the safety and operations of the freeway system are not adversely impacted.

The region, with the help of the support team, prepares the IJR and submits four draft copies, including backup traffic data, for review. For a final IJR submittal, contact the HQ Access and Hearing Unit for the necessary number of copies. All IJR's are submitted to the HQ Access and Hearings Unit for review. Interstate IJR's are submitted by Headquarters to FHWA for concurrence and approval.

Interstate access point revisions are reviewed by both Headquarters and FHWA. If they are found to be acceptable to FHWA, they are given a finding of engineering and operational acceptability. Some

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Interstate IJR are reviewed and approved by the local FHWA Division Office. Other Interstate IJR are reviewed and approved by the Federal Highway Administration in Washington, DC. Additional review time is necessary for reports that have to be submitted to Washington DC. (See Figure 1425-1.)

If the IJR is finalized prior to the completion of the environmental process, it can be submitted for concurrence. Concurrence with the proposed Interstate access point revision can be made by FHWA in the form of a finding of engineering and operational acceptability. Final IJR approval by FHWA is provided concurrently with the appropriate final environmental decision: ECS, FONSI, or ROD (see definitions). For non-Interstate routes, the Assistant State Design Engineer's approval is given concurrently with environmental approval. (See Figure 1425-4.)

### **1425.05 Interchange Justification Report and Supporting Analyses**

Begin the IJR with an executive summary. Briefly state what access point revision is being submitted for a decision and why the revision is needed. Include a brief summary of the proposal. Formatting for the IJR includes (1) providing numbered tabs in the decision report for the policy points and appendices, and (2) numbering all pages including references and appendices. A suggestion for page numbering is to number each individual section, such as "Policy Point 3, PP3-4" and "Appendix 2, A2-25." This allows for changes without renumbering the entire report. The IJR must be assembled in the policy point order noted in this chapter.

On the bottom left of each page, place the revision date for each version of the IJR. As an individual page is updated, this revision date will help track the most current version of that page. Also, include the title of the report on the bottom left of each page. The use of comb binding is not allowed.

The eight policy points, which apply to both urban and rural areas, are presented below. Guidance is provided for the most extreme condition—a new interchange in an urbanized area. The scope of the analyses and documentation need not be as extensive for more modest access point revisions. Factors that affect the scope include location (rural or urban), access points (new or revised), ramps (new or existing), and ramp terminals (freeway or local road).

#### **(1) Policy Point 1: Need for the Access Point Revision**

*What are the current and projected needs? Why are the existing access points and the existing or improved local system unable to meet the proposal needs? Is the anticipated demand short or long trip?*

Describe the need for the access point revision and why the existing access points and the existing or improved local system do not address the need. How does the proposal meet the anticipated travel demand? Provide the analysis and data to support the need for the access request.

*(a) Project Description.* Describe the needs being addressed and the proposal.

Demonstrate that improvements to the local transportation system and the existing interchanges cannot be improved to satisfactorily accommodate the design year travel demands. Describe traffic mitigation measures considered at locations where the level of service is (or will be) below service standards in the design year.

The access point revision is primarily to meet regional, not local, travel demands. Describe the local and regional traffic (trip link and/or route choice) benefiting from the proposal.

*(b) Analysis and Data.* The proposal analysis, data, and study area must be agreed upon by the support team. The assumptions document captures the specific items.

Show that a preliminary (planning level) analysis, comparing build to no-build (baseline) data, was conducted for the current year, year of opening, and design year, comparing baseline, no-build condition, and build alternatives. Include the following steps:

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- Define the study areas. The study area normally includes one interchange upstream and downstream from the proposed system revision. If the proposal's area of influence extends beyond those interchanges, the study area will be expanded accordingly.
- Collect and analyze current traffic volumes to develop current year, year of opening, and design year peak hour traffic estimates for the regional and local systems in the area of the proposal. Use regional transportation planning organization-based forecasts, refined by accepted travel demand estimating procedures. Forecasts for specific ramp traffic can require other methods of estimation procedures and must be consistent with the projections of the travel demand models. Modeling must include increased demand caused by anticipated development.
- Using existing information, identify the origins and destinations of trips on the local systems, the existing interchange/intersections, and the proposed access.
- Assign the appropriate travel demand to improvements that might be made to:
  - The local system (widen, add new surface routes, coordinate the signal system, control access, improve local circulation, or improve parallel roads or streets).
  - The existing interchanges (lengthen or widen ramps, add park and ride lots, or add frontage roads).
  - The freeway lanes (add collector-distributor roads or auxiliary lanes).
  - Transportation system management and travel demand management measures.
- Describe the current, year of opening, and design year level of service at all affected locations within the study area, including local systems, existing ramps, and freeway lanes.

**(2) Policy Point 2: Reasonable Alternatives**

*Describe the reasonable alternatives that have been evaluated.*

Describe all reasonable alternatives that have been considered: the design options, locations, and transportation system management-type improvements such as ramp metering, mass transit, and HOV facilities that have been assessed and that meet the proposal design year needs.

After describing each of the alternatives that were proposed, explain why reasonable alternatives were omitted or dismissed from further consideration.

Future projects must be coordinated as described in Policy Point 7.

**(3) Policy Point 3: Operational and Accident Analyses**

*How will the proposal affect safety and traffic operations at year of opening and design year?*

Policy Point 3 documents the procedures used to conduct the operational and accident analyses and the results that support the proposal.

The preferred operational alternative is selected, in part, by showing that it will not have a significant adverse impact on the operation and safety of the freeway and the affected local network, or that the proposal impacts will be mitigated.

Document the results of the following analyses in the report:

- “No-Build” Analysis – An operational analysis of the current year, year of opening, and design year for the existing limited access freeway and the affected local roadway system. This is the baseline “no-build” condition, including state transportation plan and comprehensive plan improvements expected to exist. All of the alternatives will be compared to the no-build condition.

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- “Build” Analysis – An operational analysis of the year of opening and design year for the proposed future freeway and the affected local roadway system.
- An accident analysis for the most current data year, year of opening, and design year of the existing limited access freeway and the affected local roadway system for the “no-build.” An accident analysis should also be performed for the “build” as well.

The data used must be consistent with the data used in the environmental documentation. If not, provide justification for the discrepancies.

(a) **Operational Analyses.** Demonstrate that the proposal does not have a significant adverse impact on the operation of the freeway or the adjacent affected local roadway system. If there are proposal impacts, explain how the impacts will be mitigated.

Document the selected operational analysis procedures. For complex urban projects, a refined model might be necessary. As a minimum, an analysis using the current version of the latest accepted *Highway Capacity Manual* (HCM) is necessary. Any procedure used must provide a measure of effectiveness compatible with the HCM. WSDOT currently supports the following traffic analysis and traffic simulation software:

- HCS
- Synchro
- Vissim
- Corsim

Refer to *Design Manual* Chapter 610, “Highway Capacity,” for more detail.

FHWA must conduct its independent analysis using HCS. In those instances where HCS is not the appropriate tool to use and a simulation-type software is chosen, early coordination with FHWA is necessary.

All operational analyses shall be of sufficient detail, and include sufficient data and procedure documentation to allow independent analysis during FHWA and HQ evaluation of the proposal. For Interstates, HQ must provide concurrence before it transmits the proposal to FHWA with its recommendation.

Prepare a layout displaying adjacent interchanges/intersections and the data noted below. The data should show:

- Distances between intersections or ramps of a proposed interchange, and that of adjacent existing and known proposed interchanges.
- Design speeds.
- Grades.
- Truck volume percentages on the freeway, ramps, and affected roadways.
- Adjustment factors (such as peak hour factors).
- Affected freeway, ramp, and local roadway system traffic volumes for the “no-build” and each “build” option. This will include: A.M. and P.M. peaks (noon peaks, if applicable); turning volumes; average daily traffic (ADT) for the current year; and forecast ADT for year of opening and design year.
- Affected main line, ramp, and local roadway system lane configurations.

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The study area of the capacity analysis on the local roadway system includes documenting that the local network is able to safely and adequately collect and distribute any new traffic loads resulting from the access point revision. Expand the limits of the study area, if necessary, to analyze the coordination required with an in-place or proposed traffic signal system. Record the limits of the analysis as well as how the limits were established in the project assumptions document.

Document the results of analyzing the existing access and the proposed access point revision at all affected locations within the limits of the study area, such as weave, merge, diverge, ramp terminals, accident sites, and HOV lanes; along the affected section of freeway main line and ramps; and on the affected local roadway system. In the report, highlight the following:

- Any location for which there is a significant adverse impact on the operation or safety of the freeway facility, such as causing a reduction of the operational efficiency of a merge condition at an existing ramp; introducing a weave; or significantly reducing the level of service on the main line due to additional travel demand. Note what will be done to mitigate this adverse impact.
- Any location where a congestion point will be improved or eliminated by the proposal, such as proposed auxiliary lanes or collector-distributor roads for weave sections.
- Any local roadway network conditions that will affect traffic entering or exiting the freeway. If entering traffic is to be metered, explain the effect on the connecting local system (for example, vehicle storage).
- When the existing local and freeway network does not meet the desired level of service, show how the proposal will improve the level of service or keep it from becoming worse than the no-build condition in the year of opening and the design year.

(b) **Accident Analysis.** The Accident Analysis identifies areas where there may be a safety concern. The study limits are the same as for operational analyses.

Identify and document all safety program (I2) locations. Identify and document accident histories, rates, and types for the freeway section and the adjacent affected local surface system. Project the rates that will result from traffic flow and geometric conditions imposed by the proposed access point revision.

Document the basis for all assumptions.

Demonstrate (1) that the proposal does not have a significant adverse impact on the safety of the freeway or the adjacent affected local surface system, or (2) that the impacts will be mitigated. The safety analysis for both existing and proposed conditions should include the following:

1. Type of Accidents
  - What types of accidents are occurring (overturns, rear-ends, enter-at-angle, hitting fixed object)?
  - What types of accidents are most prevalent?
  - Are there any patterns of accident type or cause?
2. Severity of Accidents (fatalities, disabling, evident injuries, property damage)
3. Accident Rates and Numbers
  - Document the number and rate of accidents within the study limits for existing and proposed conditions.
  - What are the existing and anticipated crash/serious injury/fatality rates and numbers by proximity to the interchange exit and entrance ramps?
  - How do these rates compare to similar corridors or interchanges?

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- How do these rates compare to the future rates and numbers?
- What are the existing and anticipated crash/serious injury/fatality rates and numbers for the impacted adjacent and parallel road system (with and without the access revision)?

4. Contributing Factors and Conclusions

- Document contributing causes of accidents and conclusions. What are the most prevalent causes?
- Evaluate and document the existing and proposed roadway conditions for geometric design standards, stopping sight distance and other possible contributing factors. Would the proposal reduce the frequency and severity of accidents?

**(4) Policy Point 4: Access Connections and Design**

*Will the proposal provide fully directional interchanges connected to public streets or roads, spaced appropriately, and designed to full design level geometric control criteria?*

Wherever possible, provide for all directions of traffic movement. The intent is to provide full movement at all interchanges, whenever possible. Partial interchanges are discouraged. Less than fully directional interchanges for special-purpose access for transit vehicles, for HOVs, or to or from park-and-ride lots, will be considered on a case-by-case basis.

A proposed new or revised interchange access must connect to a public freeway, road, or street and be endorsed by the local governmental agency or tribal government having jurisdiction over said public freeway, road, or street.

Explain how the proposed access point relates to present and future proposed interchange configurations and the *Design Manual* spacing criteria. Note that urban and rural interchange spacing for crossroads also includes additional spacing requirements between the noses of adjacent ramps, as noted in Chapter 940.

Develop the proposal in sufficient detail to conduct a design and operational analysis. Include the number of lanes, horizontal and vertical curvature, lateral clearance, lane width, shoulder width, weaving distance, ramp taper, interchange spacing, and all traffic movements. This information is presented as a sketch or a more complex layout, depending on the complexity of the proposal.

The status of all known or anticipated project deviations must be noted in this policy point, as described in Chapter 330.

**(5) Policy Point 5: Land Use and Transportation Plans**

*Is the proposed access point revision compatible with all land use and transportation plans for the area?*

Show that the proposal is consistent with local and regional land use and transportation plans. Before final approval, all requests for access point revisions must be consistent with the metropolitan and/or statewide transportation plan, as appropriate. (See Chapter 120.) The proposed access point revision will affect adjacent land use and, conversely, land use will affect the travel demand generated. Therefore, reference and show compatibility with the land use plans, zoning controls, and transportation ordinances in the affected area.

Explain the consistency of the proposed access point revision with the plans and studies, the applicable provisions of 23 CFR Part 450, and the applicable transportation conformity requirements of 40 CFR Parts 51 and 93.

If the proposed access is not specifically referenced in the transportation plans, define its consistency with the plans and indicate the process for the responsible planning agency to incorporate the project. In

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urbanized areas, the plan refinement must be adopted by the metropolitan planning organization (MPO) before the project is designed. The action must also be consistent with the *State Transportation Plan*.

### **(6) Policy Point 6: Future Interchanges**

*Is the proposed access point revision compatible with a comprehensive network plan? Is the proposal compatible with other known new access points and known revisions to existing points?*

The report must demonstrate that the proposed access point revision is compatible with other known new access points and known revisions to existing points.

Reference and summarize any comprehensive freeway network study, plan refinement study, or traffic circulation study.

Explain the consistency of the proposed access point revision with those studies.

### **(7) Policy Point 7: Coordination**

*Are all coordinating projects and actions programmed and funded?*

When the request for an access point revision is generated by new or expanded development, demonstrate appropriate coordination between the development and the changes to the transportation system.

Show that the proposal includes a commitment to complete the other noninterchange/nonintersection improvements that are necessary for the interchange/intersection to function as proposed. For example, if the local circulation system is necessary for the proposal to operate, it must be in place before new ramps are opened to traffic. If future reconstruction is part of the mitigation for design year level of service, the reconstruction projects must be in the *State Highway System Plan*.

All elements for improvements are encouraged to include a fiscal commitment and an anticipated time for completion. If the project is to be constructed in phases, it must be demonstrated in Policy Point 3 that each phase can function independently and does not affect the safety and operational efficiency of the freeway. Note the known funding sources, the projected funding sources, and the estimated time of completion for each project phase.

### **(8) Policy Point 8: Environmental Processes**

*What is the status of the proposal's environmental processes? This section should be something more than just a status report of the environmental process; it should be a brief summary of the environmental process.*

All requests for access point revisions on freeways must contain information on the status of the environmental approval and permitting processes.

The following are just a few examples of environmental status information that may apply:

- Have the environmental documents been approved? If not, when is the anticipated approval date?
- What applicable permits and approvals have been obtained and/or are pending?
- Are there hearings still to be held?
- Is the environmental process waiting for an engineering and operational acceptability decision?

## **1425.06 Documentation**

A list of documents that are to be preserved in the Design Documentation Package (DDP) or the Project File (PF) can be found on the following web site:

<http://www.wsdot.wa.gov/EESC/Design/projectdev/>



Street Map

© 2006 MapQuest Inc. © 2006 Earthstar

200 m  
600 ft

# I-5 to City Center Access Study - Phase 1

State Ave

BNSF RR

Interstate 5

4th St.

Interchange

SR 529

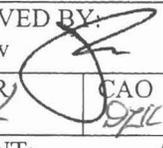
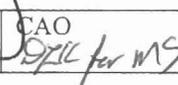
Half Interchange

JFSTB

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

<b>AGENDA ITEM:</b> Department of Corrections Community Work Crew Contract Renewal	<b>AGENDA SECTION:</b>
<b>PREPARED BY:</b>  Jim Ballew – Director of Parks and Recreation	<b>AGENDA NUMBER:</b>
<b>ATTACHMENTS:</b> DOC Community Work Crew Contract Schedule A	<b>APPROVED BY:</b> J. Ballew
	MAYOR:  CAO: 
<b>BUDGET CODE:</b> 00105380 549000	<b>AMOUNT:</b>

**Summary**

The Parks and Recreation Department have contracted with the Department of Corrections Community Service program for eight consecutive years. The Department of Correction provides a fully supervised and equipped maintenance crew that assists in Parks Maintenance activities. The crew is scheduled by the Parks staff on average of twice per month during the spring and summer and utilized for special projects when needed.

Funds have been budgeted this year for limited assistance.

**Recommended Action:**

Staff recommends the City Council authorize the Mayor to sign the Community Work Crew Contract # CDCI 4592 with the Department of Corrections. The contract period is effective July 1, 2007 through June 30, 2008.



State of Washington  
Department of Corrections  
**Northwest Region Business Office**  
PO Box 888 • Monroe, Washington 98272-0888  
(360) 794-2881 • FAX (360) 794-2302

**Community Work Crew  
Work Project Description**

- **Contract number:** CDCI 4592
- **Institution:** Monroe Correctional Complex
- **Contractor:** City of Marysville
- **Project Period:** July 1, 2007 – June 30, 2008
- **Project Description:** DOC will provide inmate work crews to do general labor for the contractor. Labor to include brush clearing, trail maintenance, litter clean-up, "grounds" work (i.e. mowing, weeding, sweeping, trimming, raking, etc.), cutting up logs, ditch digging, demolition work, brush removal/hauling/dumping, etc. DOC will provide all necessary tools and equipment required to complete the project requirements.
- **Payment Terms:** In consideration of the services provided by DOC, the parties to this contract agree to reimburse DOC for the following costs:
  - A. Inmate crew wages of \$1.10 per hour per inmate.
  - B. Vehicle operating costs at the prevailing state rate. The current rate is \$0.485 per mile,
  - C. Workers compensation of \$0.2380 per hour worked per inmate.
  - D. Standard fee of 50% of the inmate labor, mileage and workers compensation totals. This fee is for the use, repair and maintenance of DOC supplied tools and equipment used on the projects.

DOC shall bill the Contractor by the 10<sup>th</sup> of each month.  
Payment shall be due to DOC within 30 calendar days from date of invoice.

- **Additional Terms and Conditions:**
  - A. **No public employees will be displaced as a result of this contract.**
  - B. Offender work crews will consist of no more than 10 offenders.
  - C. DOC shall provide one correctional officer to supervise the crew.
  - D. DOC will maintain a log of hours worked by offender crews.
  - E. All DOC and MCC Policies will be adhered to, including non-smoking and unauthorized literature. Any observed violations must be reported to the assigned correctional staff immediately.

**Contractor:**

**Department of Corrections:**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Ken Quinn, Superintendent MCC

Please Print Name and Title

*"Working Together for Safe Communities"*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** May 14, 2007

AGENDA ITEM: Thorsteinson Lot 6 152 <sup>nd</sup> Street BSP amendment, PA07-030.	AGENDA SECTION:	
PREPARED BY: Steve Roberge, Senior Planner	AGENDA NUMBER:	
ATTACHMENTS: 1. Application to amend BSP. 2. Copy of 152 <sup>nd</sup> Street Industrial Park BSP. 3. Aerial map of area of interest.	APPROVED BY: 	
	MAYOR 	EAO 
BUDGET CODE:	AMOUNT:	

Summary:

Applicant requests amendment to restriction six (6) of the 152<sup>nd</sup> Street Industrial Park Binding Site Plan (BSP). Restriction 6 places a requirement on Lot 6 which is owned by the applicant. Public notice was provided consistent with notice requirements. No comments were received. Staff recommends striking restriction 6 of the 152<sup>nd</sup> Street Industrial Park Binding Site Plan.

Background:

Restriction 6 of the BSP requires Lot 6 to build a half street prior to final building inspection. Currently only twenty (20) feet of right-of-way (ROW) exists along the approximate north 1/2 of Lot 6 (please see attached aerial image). Thirty (30) feet is needed to complete half-street improvements. The south half of Lot 6 is fronted by full ROW. Lot 6 is the most northern lot of the BSP and the current road, 39<sup>th</sup> Ave NE, terminates approximately where full ROW ends.

Frontage improvements (building a half-street) are required along street frontages by the current City code for new developments. The BSP requirement is redundant and does not allow a modification to the standards to meet site specific constraints.

The proposed use of the property is a mini-storage warehouse. The proposed use is allowed pursuant to the zoning code and is subject to obtaining permits and approvals as required.

The applicant has sought to obtain property from the adjacent property owner, to enlarge the 20' of ROW to 30', but has been unsuccessful. The street will have to be built to full width when the abutting property develops.

Concurrent with this proposed BSP amendment an application for a variance from the Engineering Standards was submitted which would allow a one-way road to be built and utilized in the existing 20' of ROW.

If approved the amendment and Engineering Standards Variance would allow for a two way road, as exists now, along the southern half of the property, where full right-of-way exists, and a one way road to the northern extent of the property. This would not relieve the applicant of obligation to provide for vehicle flow to and from Lot 6 or of completing frontage improvements as are possible within the existing ROW.

RECOMMENDED ACTION: Planning Staff recommends Council approve the BSP amendment.

COUNCIL ACTION:

FOR AGENCY USE ONLY

DATE: 3/28/07

FILE NUMBER: PA07022

APPLICATION FEE: \$350.00

App accepted by S.R. 3-28-07

CITY OF MARYSVILLE  
DEPARTMENT OF PLANNING AND BUILDING  
80 COLUMBIA AVENUE  
MARYSVILLE, WA 98270  
PHONE: (360) 363-8100

RECEIVED

MAR 28 2007

CITY OF MARYSVILLE  
COMMUNITY DEVELOPMENT

PLEASE TYPE

Owner

Applicant

Contact Person  
(if different than owner or applicant)

Name:	STORAGE CONDOS OF WASHINGTON, LLC	JAMES P & LINDA D. THORSTEINSON	
Mailing Address:	7608 85 <sup>TH</sup> PL NE	7608 85 <sup>TH</sup> PL NE	
City, State, Zip:	MARYSVILLE, WA 98270	MARYSVILLE, WA 98270	
Phone/business:	425-350-5232	425-350-5232	
Phone/home:	360-651-2026	360-651-2026	

Relation of Applicant to property (check one):

Owner  Contract Purchaser  Lessee  Other (specify) \_\_\_\_\_

Name, mailing address, and telephone number of property owner, if different from applicant: \_\_\_\_\_

Address and general location of property (including nearest intersection): \_\_\_\_\_

15311 39<sup>TH</sup> AVE. NE MARYSVILLE, WA  
152<sup>ND</sup> ST NE AND 39<sup>TH</sup> AVE N.E.

Section 33 Township 31N Range 5E, W.M.

Legal description of property: \_\_\_\_\_

LOT 6, BSP 200303065004;  
PTN NE 1/4 NW 1/4 33-31-5

List all assessor's tax account numbers involved (all 14 digits):

310533-002-06200	
------------------	--


Approximate acreage: 1.88

Present use of property: OPEN STORAGE

Present zoning: GENERAL COMMERCIAL

Source of water supply, and name of water district, if any: MARYSVILLE

Method of sewage disposal, and name of sewer district, if any: MARYSVILLE

Permits needed from the City of Marysville (please check with staff) :

- Rezone
- Preliminary Plat
- Conditional Use
- Comprehensive Plan Amendment
- Shoreline Management
- Shoreline Management Variance
- Shoreline Conditional Use
- Preliminary Short Plat
- Variance
- Plan Modification
- Plat Modification
- Other MODIFY BSP.

Please explain your request or proposed use: ALLOW FRONTAGE IMPROVEMENTS TO THE NORTH PROPERTY LINE AS PERMITTED BY EXISTING 20' DEDICATION.

PLEASE FILL IN ALL APPROPRIATE SECTIONS

REZONE APPLICATIONS ONLY

Requested zoning: \_\_\_\_\_

Has anyone applied for a rezone of this property within the last five years?  Yes  No

If yes, who? \_\_\_\_\_

PLAT APPLICATIONS ONLY

Plat name: \_\_\_\_\_ Number of lots: \_\_\_\_\_

County Assessor verification [Completed by City] \_\_\_\_\_

SHORELINE MANAGEMENT PERMITS ONLY

Total cost or fair market value (whichever is higher) of project (please state total value of all construction and finishing work for which the permit will be issued, including all permanent equipment to be installed on the premises) :

\$ \_\_\_\_\_

Construction dates for which permit is requested (month and year) :

Begin: \_\_\_\_\_ and End: \_\_\_\_\_

Does this project require a shoreline/floodplain location? [ ] Yes [ ] No

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Water area and/or wetlands involved: \_\_\_\_\_

VARIANCES and SHORELINE MANAGEMENT VARIANCES ONLY

Code requirement involved: \_\_\_\_\_

ALL PERMITS

Please list any additional information not covered above which might help to clarify your request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A notarized affidavit is required to filled out by all persons having an ownership interest**

**in the subject property, and the applicant, if different than the property owner(s).**

STATE OF WASHINGTON )

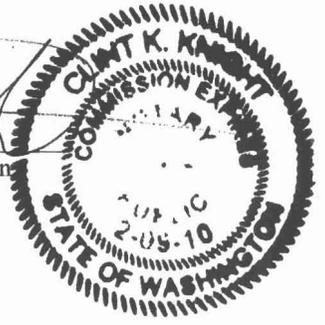
) SS

I (We) James R. Thorstein, being duly sworn, depose and say that I am (we are) the OWNER (s) of the property involved in this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (our) knowledge and belief.

Signed James P. Thorstenson  
Property Owner

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2007

Clint K. Knight  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_



STATE OF WASHINGTON )

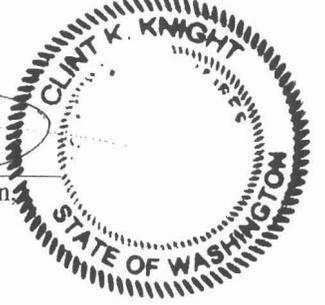
) ss

I (We) Linda D. Thorstenson, being duly sworn, depose and say that I am (we are) the APPLICANT(S) for this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (our) knowledge and belief.

Signed Linda D. Thorstenson  
Applicant

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2007

Clint K. Knight  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_



FOR AGENCY USE ONLY

DATE: \_\_\_\_\_

FILE NUMBER: \_\_\_\_\_

APPLICATION FEE: \_\_\_\_\_

**152ND STREET INDUSTRIAL PARK**  
**CITY OF MARYSVILLE BINDING SITE PLAT PA 0104022**  
**N.E.1/4 N.W.1/4 SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.**

**EASEMENT PROVISIONS (CONTINUED)**

2. A 7' PRIVATE DRAINAGE EASEMENT IS HEREBY GRANTED TO LOTS 1 THROUGH 6, FOR STORM DRAINAGE PIPELINE AND ITS APPURTENANCES OVER, UNDER, ACROSS, AND THROUGH THE ROAD FRONTAGE OF LOTS 1 THROUGH 6 AS SHOWN HEREON.
3. A 10' LANDSCAPE BUFFER IS HEREBY GRANTED TO LOTS 1 THROUGH 6, FOR VEGETATIVE LANDSCAPE PURPOSES OVER AND ACROSS LOTS 1 THROUGH 6 AS SHOWN HEREON.
4. PRIVATE DRAINAGE EASEMENTS ARE HEREBY GRANTED TO LOTS 1 THROUGH 6, FOR STORM DRAINAGE AND ITS APPURTENANCES OVER, UNDER, ACROSS, AND THROUGH THE LOTS 2 THROUGH 6 AS SHOWN HEREON.
5. A 50' RADIUS TEMPORARY TURNAROUND EASEMENT IS HEREBY GRANTED TO THE CITY OF MARYSVILLE ACROSS LOT 5 AND LOT 6 AS SHOWN HEREON. THE TEMPORARY TURNAROUND EASEMENT SHALL AUTOMATICALLY EXPIRE WHEN THE PUBLIC STREET IS EXTENDED TO THE NORTH LINE OF THIS BINDING SITE PLAN, ACCEPTED AND MAINTAINED BY THE CITY OF MARYSVILLE OR ITS SUCCESSORS.

**RESTRICTIONS**

1. ALL POWER LINES, TELEPHONE WIRES, TELEVISION CABLES, FIRE ALARM SYSTEMS AND OTHER COMMUNICATION WIRES, CABLES OR LINES BE PLACED IN AN UNDERGROUND LOCATION EITHER BY DIRECT BURIAL OR BY MEANS OF CONDUIT OR DUCTS.
2. SUBJECT TO THE TERMS AND COVENANTS, CONDITIONS, RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS, MAINTENANCE PROVISIONS AND NOTES CONTAINED IN SHORT PLAT NO. 26(1-10), RECORDED UNDER AUDITOR'S FILE NO. T807110291.
3. SUBJECT TO THE TERMS AND CONDITIONS OF P.U.D. NO. 1 EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 200301030034.
4. SUBJECT TO THE PENDING ACTION IN SNOHOMISH COUNTY SUPERIOR COURT FILED UNDER CAUSE NO. 01-2-10073-2.
5. CITY AND COUNTY TRAFFIC MITIGATION FEES SHALL BE ASSESSED ON A LOT BY LOT BASIS PURSUANT TO CONDITION(S) #3 AND 4 OF THE MITIGATED DETERMINATION OF NON-SIGNIFICANCE DATED 1/15/02. ALL REQUIRED CITY AND COUNTY TRAFFIC MITIGATION FEES SHALL BE PAID PRIOR TO ISSUANCE OF BUILDING PERMIT(S) FOR THAT PARTICULAR LOT.

6. LOT 6 OF THIS BINDING SITE PLAN, IS REQUIRED TO COMPLETE THE ABUTTING HALF-STREET FRONTAGE IMPROVEMENTS OF 39TH AVENUE NE. TO THE NORTH PROPERTY BOUNDARY UPON FUTURE DEVELOPMENT OF LOT 6. ALL REQUIRED IMPROVEMENTS SHALL BE COMPLETED PRIOR TO A FINAL BUILDING INSPECTION BEING GRANTED ON LOT 6.

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON )  
 )SS.

COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT EDMUND M. THOMAS AND LYNN TAYLOR THOMAS, HUSBAND AND WIFE ARE THE PERSONS WHO APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED February 27, 2003

Sue Ellen Pike  
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

Sue Ellen Pike  
 (NOTARY NAME TO BE PRINTED)

RESIDING AT: Marysville

MY APPOINTMENT EXPIRES: 5-29-05

STATE OF WASHINGTON )  
 )SS.

COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DAVID W. THOMAS AND LISA THOMAS, HUSBAND AND WIFE ARE THE PERSONS WHO APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED February 27, 2003

Sue Ellen Pike  
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

Sue Ellen Pike

**SUE ELLEN PIKE**  
 NOTARY PUBLIC

STATE OF WASHINGTON )

)SS.

COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TODD HANSSON IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT HE/SHE HAS AUTHORIZED TO ACKNOWLEDGE IT AS THE VICE TO BE THE FREE AND VOLUNTARY ACT OF PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 2-26, 2003.



NOTARY PUBLIC IN

GREGG HECHT

(NOTARY NAME TO BE PRINTED)

RESIDING AT: Marysville

MY APPOINTMENT EXPIRES: 9-19-05

**APPROVALS**

THE WITHIN AND FOREGOING BINDING SITE PRELIMINARY APPROVAL AND IS APPROVED BY THE CITY OF MARYSVILLE MUNICIPAL COUNCIL.

THIS 27th DAY OF FEB, 2003.  
John Jordan for Glorva Haras  
 CITY OF MARYSVILLE COMMUNITY DEVELOPMENT

THE WITHIN AND FOREGOING BINDING SITE LAYOUT OF STREETS AND RIGHT OF WAYS SYSTEMS AND OTHER PUBLIC IMPROVEMENTS ARE APPROVED.

THIS 27th DAY OF FEB, 2003.  
Gregory D. Nagels  
 CITY OF MARYSVILLE ENGINEER

**TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT ALL TAXES HEREIN BECOME A LIEN UPON THE LANDS HEREIN AND DISCHARGED ACCORDING TO THE RULES INCLUDING THE YEAR 2003.

Bob Dantini, THE TREASURER OF WASHINGTON, HEREBY CERTIFY THAT ALL ANTICIPATED TAXES UP TO AND INCLUDING

THIS 6th DAY OF March

Ronda L. Wheeler  
 SNOHOMISH COUNTY TREASURER  
 ANY PERSON RECORDING A PLAT / MAY 31st MUST PAY ADVANCE TAX FOR THE NEXT YEAR.

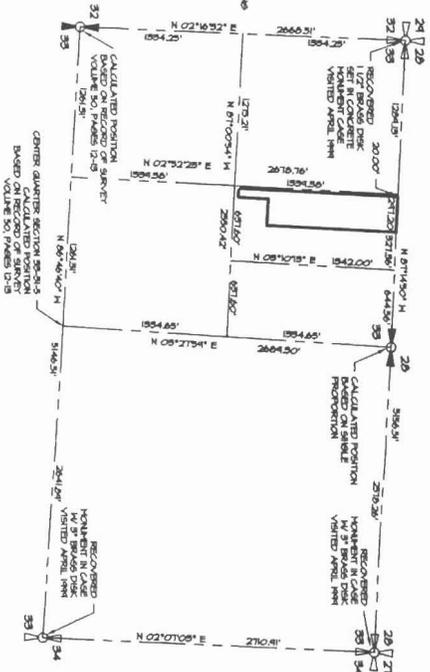
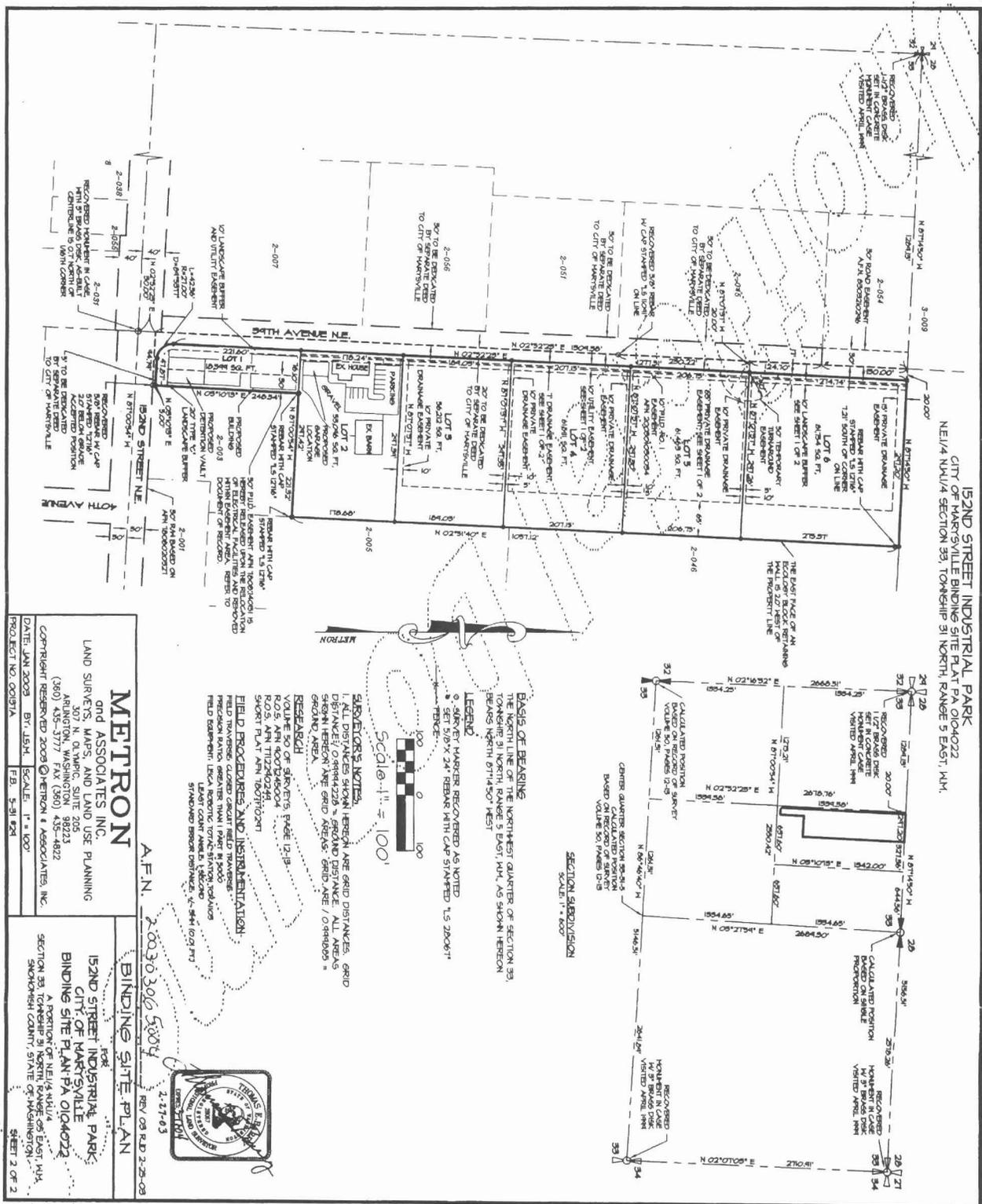
**AUDITOR'S CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF DAY OF 6th March, 2003, AT 3:30 AND RECORDED IN VOL. 2003 OF SURVEY RECORDS OF SNOHOMISH COUNTY.

BOB TERWILTZER  
 AUDITOR, SNOHOMISH COUNTY  
 BY: MICHAEL R. SHEEHAN



152ND STREET INDUSTRIAL PARK  
 CITY OF MARTYSVILLE BINDING SITE PLAT PA 0104022  
 NE 1/4 NW 1/4 SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, 11th



**LEGEND**  
 0. SURVEY MARKER RECOVERED AS NOTED  
 1. SET 5/8" X 24" REBAR WITH CAP STAKED 1.5 2200FT  
 2. CENTER QUARTER SECTION 33-2-3  
 3. CENTER QUARTER SECTION 33-2-4  
 4. CENTER QUARTER SECTION 33-2-5  
 5. CENTER QUARTER SECTION 33-2-6  
 6. CENTER QUARTER SECTION 33-2-7  
 7. CENTER QUARTER SECTION 33-2-8  
 8. CENTER QUARTER SECTION 33-2-9  
 9. CENTER QUARTER SECTION 33-2-10  
 10. CENTER QUARTER SECTION 33-2-11  
 11. CENTER QUARTER SECTION 33-2-12  
 12. CENTER QUARTER SECTION 33-2-13  
 13. CENTER QUARTER SECTION 33-2-14  
 14. CENTER QUARTER SECTION 33-2-15  
 15. CENTER QUARTER SECTION 33-2-16  
 16. CENTER QUARTER SECTION 33-2-17  
 17. CENTER QUARTER SECTION 33-2-18  
 18. CENTER QUARTER SECTION 33-2-19  
 19. CENTER QUARTER SECTION 33-2-20



**BASIS OF BEARING**  
 THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, 11th, AS SHOWN HEREON BEARS NORTH 07°14'50" WEST

**SURVEYOR'S NOTES**  
 1. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GRID DISTANCE = 0.9994228 \* MEASUREMENT DISTANCE. ALL AREAS SHOWN HEREON ARE GRID AREAS. GRID AREA / 0.9994228 = GROUND AREA.

**RESEARCH**  
 VOLUME 50 OF SURVEYOR'S PAGE 12-18  
 R.O.S. ANN T12240244  
 SHORT PLAT ANN 180770241

**FIELD PROCEDURES AND INSTRUMENTATION**  
 FIELD TRAVERSE CLOSED GREAT FIELD TRAVERSE  
 PRECISION BARS GREATER THAN 1 FOOT IN 3000  
 2002 CONN MODEL 21000  
 2002 CONN MODEL 21000  
 2002 CONN MODEL 21000

**METTRON**  
 and ASSOCIATES, INC.  
 LAND SURVEYING, MAPS, AND LAND USE PLANNING  
 3822 J  
 ARLINGTON, WASHINGTON 22203  
 (360) 435-3777 FAX (360) 435-4822  
 COPYRIGHT RESERVED 2009 @METTRON & ASSOCIATES, INC.

DATE: JAN 2009 BY: JSH SCALE: 1" = 100'  
 PROJECT NO: 0007A F.S. 5-91-024

**152ND STREET INDUSTRIAL PARK**  
 CITY OF MARTYSVILLE  
 BINDING SITE PLAT PA 0104022  
 SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, 11th  
 SNOHOMISH COUNTY, STATE OF WASHINGTON

**152ND STREET INDUSTRIAL PARK**  
 CITY OF MARTYSVILLE  
 BINDING SITE PLAT PA 0104022  
 SECTION 33, TOWNSHIP 31 NORTH, RANGE 5 EAST, 11th  
 SNOHOMISH COUNTY, STATE OF WASHINGTON

REV. 03 RLD 2-25-08  
 2-00303063004  
 1-27-03





City limits	Recoveries - areas	Mixeduse overlay	Mixed Use	R6.5 Single Family High
Urban growth area	Recoveries - lines	Waterfront overlay	General Industrial	R4.5 Single Family Medium
Deferments	Road	General Commercial	Light Industrial	Public-Institutional
Annexation covenants	Sewer	Downtown Commercial	R28 Multi-Family High	Recreation
New language	Water	Community Business	R18 Multi-Family Medium	Open
FALSE	Main fees	Business Park	R12 Multi-Family Low	Undesignated
TRUE	Sewer	Neighborhood Business	R8 Single Family High Small Lot	
	Water			

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** May 14, 2007

<b>AGENDA ITEM:</b> PA 07031 Calvary Annexation  10% Notice of Intention	<b>AGENDA SECTION:</b>		
<b>PREPARED BY:</b> Cheryl Dungan, Senior Planner	<b>AGENDA NUMBER:</b>		
<b>ATTACHMENTS:</b> 1. Annexation Boundary Map 2. Valuation 3. Resolution 2151	<b>APPROVED BY:</b>  <table border="1" style="width: 100%;"> <tr> <td data-bbox="1010 588 1193 657"> <b>MAYOR</b>   </td> <td data-bbox="1193 588 1380 657"> <b>CEO</b>   </td> </tr> </table>	<b>MAYOR</b> 	<b>CEO</b> 
<b>MAYOR</b> 	<b>CEO</b> 		
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>		

Calvary Chapel has submitted a Notice of Intention to annex their lot. The proposed annexation is approximately 1.25 acres in size and is located west of 48<sup>th</sup> Drive NE and north of 98<sup>th</sup> St NE. Calvary Chapel is considering purchase of property located north of their site to allow future expansion of the church. The property to the north is already within city limits. The annexation would enable a boundary line adjustment to accommodate the property sale. In addition, the annexation would enable the church to submit a building permit within a single jurisdiction if the sale is completed.

The subject property is located within the future annexation area (FAA) #7. Resolution 2151, which adopted the City's annexation policy, states that the City will initiate annexation of properties within FAA's 7, 8 and 9 by 2010. Prior to consideration of annexation requests within these areas, the City will further analyze the impacts of annexing these neighborhoods.

The annexation does not include any housing units or population. The city boundary currently includes the remainder of the west side of 48<sup>th</sup> Drive NE. Annexation of the church property would provide a more regular boundary.

<b>RECOMMENDED ACTION:</b> Planning Staff recommends acceptance of the 10% Notice of Intent and establishment of an annexation area for circulation of the 60% petition. The annexation should be subject to the City's bonded indebtedness and the city's future comprehensive plan land use designation for this area as adopted. The applicant should be required to submit a perimeter legal description for the proposed boundary.
<b>COUNCIL ACTION:</b>



Calvary Chapel Annexation 10%  
04/27/2007

Tax Account #	Owner	Assessed Value
---------------	-------	----------------

00538500000502	Calvary Chapel of Marysville	\$329,900
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<b>TOTAL SIGNED NOTICE OF INTENTIONS</b>	<b>329,900</b>
--	----------------

<b>% Signed</b>	<b>100%</b>
-----------------	-------------

**SUMMARY:**

<b>TOTAL VALUE ANNEX.</b>	<b>329,900</b>
---------------------------	----------------

cc: Com. Dev  
Orig: File

## CITY OF MARYSVILLE

Marysville, Washington

### RESOLUTION NO. 2151

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING AN ANNEXATION POLICY AND REPEALING RESOLUTION NO. 1939.

WHEREAS, in September 1999 the Marysville City Council adopted Resolution No. 1939 relating to the annexation policy of the City; and

WHEREAS, since the adoption of Resolution No. 1939 the Marysville City Council adopted Ordinance No. 2569 adopting an updated Comprehensive Plan for the City of Marysville and establishing planning goals, policies and implementation strategies for the Marysville Urban Growth Area;

WHEREAS, the Marysville City Council has recently reviewed the City's annexation policy to determine whether it is consistent with current practices, policies and procedures;

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

Section 1. The following guidelines should be considered before annexations to the City of Marysville are initiated and at the time annexation proposals are reviewed by the City Council:

1. An annexation shall not be accepted unless it is located within the Marysville Urban Growth Area ("UGA") and within Marysville's adopted comprehensive land use plan.
2. The City hereby establishes a priority sequence to annex the UGA as identified in this resolution. Future annexation area boundaries are shown in Exhibit A. The priority sequence identifies preferred timing of future annexation areas ("FAA's") within the Marysville UGA.
3. The City will support and promote timely annexation of the entire UGA in accordance with the following priority sequence:
  - a. The City of Marysville will initiate annexation of FAA's 1 through 3 through the direct petition method by 2005.
  - b. The City of Marysville will initiate annexation of FAA's 4, 5 and 11 prior to

RESOLUTION -1

/annex.res

development applications and availability of water and sewer service by the City of Marysville.

- c. The City of Marysville will initiate annexation of FAA 6 by 2006. Any UGA expansions within FAA 6 will be required to annex prior to development applications or availability of water and sewer service by the City of Marysville.
  - d. The City of Marysville will initiate annexation of properties within FAA's 7, 8 and 9 by 2010. Prior to consideration of annexation requests within these areas, the City will further analyze the impacts of annexing these neighborhoods.
  - e. The City will further analyze the impacts of annexation of FAA 10 and produce a schedule for initiating an annexation for FAA 10 or a portion thereof. In the interim, the City will discourage annexation requests within FAA 10.
  - f. The City will encourage aggregation of parcels for annexation. Where appropriate, the City will encourage annexation of the FAA in its entirety to produce a more logical service boundary. Where appropriate to meet the objectives outlined in RCW 36.93.180, the City shall aggregate multiple annexation petitions and use annexation covenants to enlarge boundary proposals.
  - g. The City will consider smaller annexations within FAA's 2, 3, 4, 5, 6, 7, 8, 9 and 11, on a case-by-case basis when such annexations comply with the objectives outlined in RCW 36.93.180 and are supported by the technical review of factors to be considered in annexation proposals which are listed below.
4. The City, through its utility codes and utility planning, will support and promote annexation and logical extension of urban services within the UGA to implement the City's adopted comprehensive land use plan. Implementation measures will include adherence to the City's land use designations, development standards, and neighborhood annexation and development strategies contained within the comprehensive plan. If the property is located within the Marysville UGA, water and sewer availability may be subject to submittal of an annexation covenant or annexation petition.
  5. The City will enter into interlocal agreements with Snohomish County relating to annexation, urban development standards, and reciprocal traffic and park impact fee mitigation.
  6. In considering all annexations the City should attempt to achieve the following Boundary Review Board objectives which are specified in RCW 36.93.180:
    - a. Preservation of natural neighborhoods and communities;
    - b. Use of physical boundaries including, but not limited to, bodies of water, highways and land contours;

RESOLUTION -2

/annex.res

- c. Creation and preservation of logical service areas;
  - d. Prevention of abnormally irregular boundaries;
  - e. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of 10,000 population in heavily-populated urban areas;
  - f. Adjustment of impractical boundaries;
  - g. Incorporation as cities and towns or annexation to cities or towns of unincorporated areas that are urban in character;
  - h. Protection of agricultural and rural lands that are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.
7. Pursuant to RCW 35A.14.200, the City should consider the following factors with respect to all annexation proposals. Larger or heavily populated annexations should be subject to more in-depth review and, where appropriate, fiscal analysis.
- a. The immediate and prospective population of the area proposed to be annexed, the configuration of the area, land use and land uses, comprehensive plans and zoning, per capita assessed valuation, topography, natural boundaries and drainage basins, the likelihood of significant growth in the area and in the adjacent incorporated and unincorporated areas during the next several years, location and coordination of community facilities and service; and
  - b. The need for municipal services and availability of such services, effect of ordinances and governmental codes, regulations and resolutions on existing uses, existing agreements, interlocal agreements, covenants, LIDs or ULIDs, present cost and adequacy of governmental services and controls, the probable effect of the annexation proposal or alternatives on cost and adequacy of services and controls in the area and adjacent area, the effect of the finances, debt structure and contractual obligations and rights of all affected governmental units; and
  - c. The effect of the annexation proposal or alternatives on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the County.

Section 2. Repealer. Resolution No. 1939, adopted on September 13, 1999, is hereby REPEALED for the reason that it is replaced by this resolution.

RESOLUTION -3

/annex.res

PASSED by the City Council and APPROVED by the Mayor this 25<sup>th</sup> day of July, 2005.

CITY OF MARYSVILLE

By Dennis L. Kendall  
DENNIS L. KENDALL, Mayor

ATTEST:

By Gerry Becker  
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed  
GRANT K. WEED, City Attorney

Date of Publication: 08/03/05

Effective Date (~~5 days after publication~~): 7/25/05

RESOLUTION -4  
/annex.res



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

AGENDA ITEM: Contract Award: Edward Springs 327 Zone Reservoir Project to CBI Services, Inc.	AGENDA SECTION: Contract Award	
PREPARED BY: David Zull, Project Manager (9)	AGENDA NUMBER:	
ATTACHMENTS:  Certified Bid Tabulation Location Map	APPROVED BY:	
	MAYOR <i>DZK</i>	CAO <i>MS</i>
BUDGET CODE: 40220594.563000                      W0504	AMOUNT: \$1,450,000.00	

On April 26, 2007, bids were opened for the Edward Springs 327 Zone Reservoir project. Three (3) bids were received with a low of \$1,391,946.50 to a high of \$1,638,661.40. The Engineer's estimate was \$1,146,845.00. The low bidder was CBI Services, Inc. located in Everett. References have been checked and found to be satisfactory.

The low bid is 21% above the engineer's estimate. The reason given for the high bids is that the cost for labor on this type of work has gone sky high within the last few months. This project is really needed to help increase the pressures for our customers in this service area and staff does not believe rebidding the project will help reduce the costs by much if any. Rebidding runs the risk of getting even higher bids. Therefore, staff recommends that the project contract be awarded to CBI Services, Inc.

Contract Bid (Includes Sales Tax):	\$1,391,946.50
Management Reserve:	\$ 58,053.50
Total:	\$1,450,000.00

<p><b>RECOMMENDED ACTION:</b>  <b>Public Works Staff recommends the City Council authorize the Mayor to award the bid for the Edward Springs 327 Zone Reservoir project to CBI Services, Inc. in the amount of \$1,391,946.50 including Washington State Sales Tax, and approve a management reserve of \$58,053.50 for a total allocation of \$1,450,000.00.</b></p>
<p>COUNCIL ACTION:</p>

**BID TABULATION**  
**EDWARD SPRINGS 327 ZONE RESERVOIR**  
 BID OPENING: April 26 at 10:00 am

Prepared by: David L Zull, PE  
 Date: April 26, 2007

Engineer's Estimate      CBI      T BAILEY, INC      LARRY BROWN CONST.

Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$10,000.00	\$10,000.00	\$95,000.00	\$95,000.00
2	Excavation Safety Systems	1	LS	\$10,000.00	\$10,000.00	\$650.00	\$650.00	\$4,000.00	\$4,000.00	\$575.00	\$575.00
3	Earthwork	1	LS	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00	\$145,000.00	\$145,000.00	\$94,560.00	\$94,560.00
4	Foundation Gravel	400	CY	\$30.00	\$12,000.00	\$50.00	\$20,000.00	\$40.00	\$16,000.00	\$45.00	\$18,000.00
5	Imported Backfill	200	CY	\$20.00	\$4,000.00	\$35.00	\$7,000.00	\$40.00	\$8,000.00	\$35.10	\$7,020.00
6	Drain Rock	150	TON	\$30.00	\$4,500.00	\$30.00	\$4,500.00	\$40.00	\$6,000.00	\$35.90	\$5,385.00
7	Unsuitable Excavation	100	CY	\$25.00	\$2,500.00	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$33.75	\$3,375.00
8	Temporary Erosion Control/Spill Pre	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$10,137.00	\$10,137.00
9	Site Piping	1	LS	\$200,000.00	\$200,000.00	\$225,000.00	\$225,000.00	\$360,000.00	\$360,000.00	\$295,253.00	\$295,253.00
10	Surfacing Restoration	1	LS	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$42,797.00	\$42,797.00
11	Fencing	1	LS	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$13,130.00	\$13,130.00
12	Landscaping	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
13	Control density Fill	100	CY	\$100.00	\$10,000.00	\$150.00	\$15,000.00	\$110.00	\$11,000.00	\$100.00	\$10,000.00
14	Painting	1	LS	\$95,000.00	\$95,000.00	\$75,000.00	\$75,000.00	\$61,000.00	\$61,000.00	\$82,000.00	\$82,000.00
15	0.68-Million Gallon Reservoir / Found	1	LS	\$400,000.00	\$400,000.00	\$590,000.00	\$590,000.00	\$650,000.00	\$650,000.00	\$723,680.00	\$723,680.00
16	Connection to existing system	3	EA	\$2,000.00	\$6,000.00	\$1,250.00	\$3,750.00	\$5,000.00	\$15,000.00	\$1,125.00	\$3,375.00
17	Electrical	1	LS	\$93,000.00	\$93,000.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$81,000.00	\$81,000.00
Subtotal Amount					\$1,057,000.00		\$1,282,900.00		\$1,483,000.00		\$1,510,287.00
States Sales Tax at 8.5%					\$89,845.00		\$109,046.50		\$126,055.00		\$128,374.40
<b>TOTAL</b>					<b>\$1,146,845.00</b>		<b>\$1,391,946.50</b>		<b>\$1,609,055.00</b>		<b>\$1,638,661.40</b>

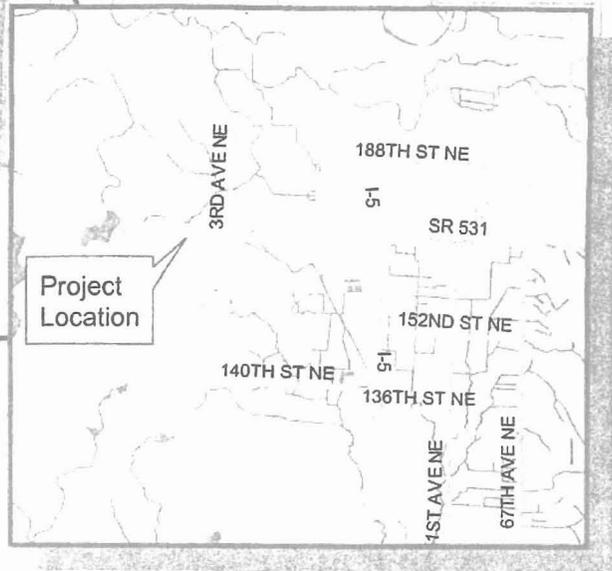
\* Notes an error in calculation

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.



188TH ST NW

12TH AVE NW



Project Location

3RD AVE NE

HWY 531

172ND ST NW

FORTY FIVE RD

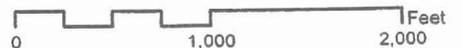
Proposed Edward Springs 327 Zone Reservoir




## Proposed Edward Springs 327 Zone Reservoir



— Transmission Mains



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** May 14, 2007

<b>AGENDA ITEM:</b> Public Hearing – Ordinance 2691 establishing a moratorium on the filing and receipt of applications within the Smokey Point subarea which include the 20% residential component from Ordinance No. 2487.	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Gloria Hirashima, Community Development Director	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1. Ordinance 2659	<b>APPROVED BY:</b>	
	<table border="1"> <tr> <td data-bbox="1036 683 1218 749"> <b>MAYOR</b>   </td> <td data-bbox="1218 683 1393 749"> <b>CAO</b>   </td> </tr> </table>	<b>MAYOR</b> 
<b>MAYOR</b> 	<b>CAO</b> 	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The City Council passed Ordinance 2691 on March 19, 2007 establishing a moratorium on the filing and receipt of applications within the Smokey Point subarea which include the 20% residential component as referenced in Section III of Appendix "A" to Ordinance No. 2487. The ordinance and state law provides that a hearing would be held no later than sixty days after the effective date of the ordinance. This provides an opportunity for the public to provide input on the moratorium and its effect.

The moratorium was established for a maximum of six months unless earlier appealed. The Planning Commission is currently considering a formal comprehensive plan amendment to repeal the allowance for 20% residential components within master plans filed in the Smokey Point subarea plan boundary established by Ordinance 2487.

The comprehensive plan amendments will be subject to public hearings and a recommendation will be forwarded to City Council. Council should receive the proposed amendments for action by July, 2007.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council take public testimony on Ordinance 2691.
<b>COUNCIL ACTION:</b>

cc: Com New  
Code Pub  
MRSC  
orig. file

CITY OF MARYSVILLE

ORDINANCE NO. 2691

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING A MORATORIUM ON THE FILING AND RECEIPT OF APPLICATIONS WITHIN THE SMOKEY POINT SUBAREA WHICH INCLUDE THE 20% RESIDENTIAL COMPONENT AS REFERENCED IN SECTION III OF APPENDIX "A" TO ORDINANCE NO. 2487, PROVIDING FOR SEVERABILITY, DECLARING AN EMERGENCY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to the State Growth Management Act, Ch. 36.70A RCW, and the State Subdivision Act, Ch. 58.17 RCW, the City of Marysville has adopted a Comprehensive Plan and associated zoning, subdivision and ~~development regulations, which are set forth in Titles 19 and 20 of the Marysville Municipal Code, respectively; and~~

WHEREAS, on August 25, 2003 the Marysville City Council adopted Ordinance No. 2487 amending Ordinance 2068 relating to the Marysville Growth Management Comprehensive Plan; and

WHEREAS, Section III of Ordinance No. 2487 provided for the adoption of development regulations applying to the Smokey Point Subarea Plan, said Development Regulations being attached as Appendix A; and

WHEREAS, Section III of said Appendix A Development Regulations relating to permitted uses and standards allows for projects exceeding sixty acres to submit a master site plan for mixed uses – a mix of commercial and residential uses, including areas where twenty percent of the gross site area may be utilized for residential uses and infrastructure; and

WHEREAS, the Marysville City Council finds that the Smokey Point Subarea is not suitable for residential uses and that a mix of residential uses with commercial development would create inconsistencies and conflicts with the City's long term plans and vision for the Smokey Point Subarea; and

WHEREAS, applications for master site plans utilizing the development regulations of Section III of Appendix A to Ordinance No. 2487 have not resulted in the desired mix of uses for the Smokey Point Subarea; and

WHEREAS, the City Council finds that additional time is necessary to carefully consider and adopt the appropriate regulation(s) that will avoid the above

described results caused by the City's development regulations in Section III of Appendix A to Ordinance 2487; and

WHEREAS, RCW 35.63.200 and RCW 36.70A.390 authorize the Council to enact moratoria on land use matters to preserve the status quo while new plans or development standards and regulations are considered and prepared; and

WHEREAS, absent the adoption of a moratorium, further detached single family residential development without the associated commercial or industrial mix may occur in the Smokey Point Subarea to the further detriment of the City, which may result in undesirable effects as described above; and,

WHEREAS, the City Council finds that protection of the public health, safety, and welfare supports the adoption of a moratorium on applications for certain types of Master Site Plan developments which utilize the 20% Residential Component in Appendix A to Ordinance 2487; and,

WHEREAS, the City Council also desires to insure adequate time to conduct ~~research on appropriate regulations and adequate time to receive public input on~~ proposed revisions to the Smokey Point Subarea Plan Component of the Comprehensive Plan; and,

WHEREAS, the City desires to preserve the status quo for the protection of health, safety and welfare of the City residents, as it relates to development in the Smokey Point Subarea until these matters are more fully considered;

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

Section 1. Findings of Fact. The above "Whereas" paragraphs are hereby adopted by reference as the City Council's Findings of Fact, as if fully set forth herein.

Section 2. Moratorium Established. A moratorium is hereby established upon the filing and receipt of any master site plan, permit application or development plan application which includes any component of residential development referenced in Section III of Appendix A to Ordinance 2487 relating to master site plans for projects exceeding sixty acres for mixed uses – a mix of commercial and residential uses, including areas where twenty percent of the gross site area may be utilized for residential uses and infrastructure. Provided, however, master site plan applications which do not contain residential uses and infrastructure shall not be subject to this moratorium ordinance.

No such new permit, master site plan or development plan application as described in the preceding paragraph shall be accepted during the effective period of this moratorium; provided, however, that this moratorium shall not affect

vested rights, if any, applicable to any such previously submitted and fully completed applications.

Section 3. Emergency declared and Effective Date/Period of Moratorium. This Ordinance and the moratorium is a public emergency measure necessary for the protection of the public health, safety, and welfare and shall be effective immediately upon adoption and shall continue in effect for six months from the date of adoption, unless earlier repealed, renewed or modified by the City Council as provided by state law.

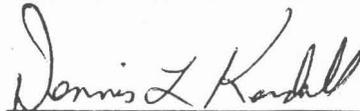
Section 4. Public Hearing to be Held. A public hearing on the issue of the moratorium shall be held no later than sixty (60) days after the effective date herein.

Section 5. Work Plan. In order for the moratorium established herein to be effective for up to one year from the date of adoption, the City shall allocate the necessary staffing resources to prepare a work plan to address the issues in this Ordinance, and the City shall implement such a work plan which shall include a ~~Comprehensive Plan docket revision which shall come before the Marysville~~ Planning Commission in due course with other matters docketed for Comprehensive Plan revisions in 2007.

Section 6. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such a decision or pre-emption shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other persons or circumstances.

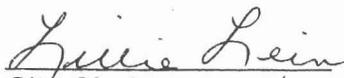
Passed by the City Council of the City of Marysville, Washington, on this 19<sup>th</sup> day of March, 2007.

CITY OF MARYSVILLE



MAYOR, DENNIS KENDALL

Attest:



City Clerk (Deputy)

Approved as to form:

*Grant K. Weed*  
City Attorney

EFFECTIVE DATE:        March 19, 2007

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 14, 2007

AGENDA ITEM: Strawberry Festival Master Permit/Agreement and 2007 Festival Proposal	AGENDA SECTION:	
PREPARED BY:  Jim Ballew – Director of Parks and Recreation	AGENDA NUMBER:	
ATTACHMENTS: 2007 Festival Proposal Master Permit Agreement	APPROVED BY: J. Ballew	
	MAYOR 	CAO 
BUDGET CODE:	AMOUNT:	

**Summary:**

Maryfest Incorporated has submitted its 2007 Festival Proposal for City Council consideration. The 2007 Proposal was presented to the staff on April 23, 2007 for review. Recommendations from the staff review have been incorporated in the attached 2007 Proposal.

The attached Strawberry Festival Master Permit/Agreement has been created to identify operating requirements during the festival period between the City and Maryfest Incorporated.

**Recommended Action:**

Staff recommends the City Council authorize the Mayor to sign the Strawberry Festival Master Permit/Agreement with Maryfest Incorporated, in accordance with the 2007 Strawberry Festival Proposal.

Maryfest, Inc.  
PO Box 855  
Marysville, WA 98270

(PH) 360-659-7664  
www.maryfest.com



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## **2007 Strawberry Festival Permit Proposal**

*Prepared for:*        **City of Marysville**

*Prepared by:*        **Maryfest, Inc.**

### ***Description***

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*Please find attached the Permit Proposal for the 2007 Strawberry Festival. We are looking forward to working with the City again this year to put on the festival.*



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## **ORGANIZATION**

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### **History**

Strawberry Festival has been a Marysville tradition since 1932. In 1974 Maryfest, Inc. the sponsoring organization for the Marysville Strawberry Festival, was formed. The Primary purpose of Maryfest is to promote the Strawberry Festival and the City of Marysville throughout the Pacific Northwest, Oregon and Canada. This has been and continues to be accomplished through the annual festival and the travel of the festival float and its representatives. Maryfest Inc. is a 501(c)4 nonprofit organization.

### **Mission Statement**

To be friendly and helpful when representing the Strawberry Festival. To promote the Strawberry Festival, the City of Marysville and it's businesses.

### **Legal Structure**

Management of the Corporation, Maryfest, Inc., is vested in the Board of Directors, consisting of fifteen (15) members. The Executive Board and Officers include the President, Vice President, Vice President Elect, Secretary and Treasurer. Officers, Board Member, Event Directors and Committee Members are all non-paid volunteers residing in the city of Marysville and surrounding area.

### **Membership and Funding**

Members of Maryfest, Inc. shall be individual, co-partnerships, corporations, associations and firms of every type and description that shall be interested in promoting Marysville. Membership fees are approved by the Board of Directors.

Some funding for the Strawberry Festival is acquired by sponsorships, donations and grants. With one of the grants applied for being the City Hotel/Motel Tax.



## ORGANIZATION

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### Insurance

Insurance coverage for Maryfest, Inc. and for all Strawberry Festival events is provided through Capitol Indemnity Corp., North Bend, IN which is currently A Rated.

The local insurance agency for Maryfest, Inc. is Marysville-Anderson Insurance Agency located at 901 State Avenue, Marysville, WA 98270. Their phone number is (360) 653-0900.

The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of \$1 million per occurrence and \$2 million aggregated per event during the Strawberry Festival. A certificate of insurance is required for all motorized units, equestrian units and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc. and their employees and volunteers named as additional insured. Biringer Farm hosts the "Pig Out on the Farm" and is listed as a festival event and carries their own insurance naming Maryfest, Inc., the City of Marysville and the Marysville School District #25 as additional insured. Biringer Farm is not within the boundaries of franchise but has been approved by Maryfest, Inc.

Our policy renews on April 10th and a copy will be provided.

### Advertising

Some of the advertising we are planning includes radio (KMPS) and television (TV-3 & possibly a major Seattle channel). As for print advertising the Globe will again be producing our Official Guide (mailed to all Marysville Residents), ads will be placed in The Herald and Seattle Times, and we will again have counter cards and posters (targeted to be distributed by May 15th).

Our major sponsors are the Tulalip Tribes, Roy Robinson and North County Bank. We are still in the process of getting sponsors. All sponsors will be posted on the festival website.

[www.maryfest.com](http://www.maryfest.com)



## ORGANIZATION

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### Bleachers

Remote controlled hydraulic bleachers have been purchased. The bleachers are 45 feet long, portable, and take 15 minutes to set up and take down. The bleachers will be used at the Trike Race Time Trails, Trike Race, Parades, Poochapalooza and any other event where they are needed.

### Portable Restroom Placement

Portable Restrooms are provided by: NW Cascade Honey Bucket (800-562-4442). They will be placed at the following locations:

- 1 Duce Accounting (80th & State)
- 2 School District Bus Barn (4220 80th St NE)  
(1 at 80th and 1 at 78th Outside the Fence)
- 1 E&E Lumber Outside the Fence(1364 State Ave)
- 1 Parking Lot West of Kings Buffett (1330 State Ave)
- 1 Buzz Inn Tavern (Grove & State)
- 1 State St. FoodMart North of Barricade under sign (10th & State)
- 1 Behind Bleachers (5th & State)
- 2 Schuck's Parking Lot (4th & State)
- 1 Charlie's Ribs (1525 3rd St)
- 2 Public Works Outside the Fence (80 Columbia)
- 4 7th & State (School Side)
- 1 3rd & Alder in the SW Corner
- 2 Safeway Parking Lot (1 North & 1 South End)
- 14 At The Market

### Evacuation Plans

**PARADE:** The Parade is currently working with the Marysville Police Department to come up with an Evacuation Plan.

**MARKET:** 1. Three (3) of four (4) gates are always opened during market hours. In case of Emergency and evacuation gate #4 (located at back of field on Quinn) will be opened immediately. 2. Market crew will terminate all electrical power at main box (North end of Asbery Field) if necessary. 3. Market Committee has Certified Red Cross First Responder on site. 4. Two (2) fire extinguishers are located at Market Office (motor home at main gate on Alder). 5. In case of severe lightning storm, once field is evacuated all gates will be closed and no one will be allowed into the field until weather permits. 6. Please see attached map given to each vendor in welcome packet for emergency exits. See map on page 24.



## ORGANIZATION

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### Personnel

As all the Board Members and Officers are non-paid volunteers the festival office, located in the Red Caboose on the corner of 4th and Cedar, is not regularly staffed. However, we are planning to have a volunteer at the office on a regular basis.

*\*\*\* Board Member and Officer Phone Numbers and address listed are for official use only. **This information is not to be given to the public,** as some of these numbers are unlisted.*

#### President

**Darrell Wigdahl (Denise)**  
PO Box 1898  
Marysville, WA 98270  
Hm: 360-653-9257  
Wk:  
Cell: 425-330-9503  
[darrellw@gte.net](mailto:darrellw@gte.net)

#### Vice President

**Judy Anderson (Richard)**  
6909 54<sup>th</sup> PI NE  
Marysville, WA 98270  
Hm: 360-651-2982  
Wk: 425-308-1019  
Cell: 425-308-1019  
[healinghands\\_30@hotmail.com](mailto:healinghands_30@hotmail.com)

#### Vice President - Elect

**Bobbi Young**  
3715 152<sup>nd</sup> St NE #13  
Marysville, WA 98271  
Hm: 360-659-3933  
Wk:  
Cell: 425-210-5210  
[bobbis45@verizon.net](mailto:bobbis45@verizon.net)

#### Secretary

**Angie Miller**  
6110 64<sup>th</sup> St NE #J204  
Marysville, WA 98270  
Hm: 425-232-0274  
Wk:  
Cell: 425-232-0274  
[dariennangie@yahoo.com](mailto:dariennangie@yahoo.com)

#### Treasurer

**Nancy Bell (Jack)**  
PO Box 203  
Marysville, WA 98270  
Hm: 360-652-6380  
Wk:  
Cell: 425-344-6380  
[le.belle@verizon.net](mailto:le.belle@verizon.net)

#### Quincy Bontrager

6912 54<sup>th</sup> PI NE  
Marysville, WA 98270  
Hm: 360-651-9065  
Wk:  
Cell: 425-737-6521  
[qcbontrager@comcast.net](mailto:qcbontrager@comcast.net)

#### Leslie Buell (Doug)

4329 94<sup>th</sup> PI NE  
Marysville, WA 98270  
Hm: 360-651-0633  
Wk: 360-659-1300  
Cell: 425-268-5285  
[leslieb@marysvilleglobe.com](mailto:leslieb@marysvilleglobe.com)

#### Deanne Evans

4429 130<sup>th</sup> PI NE  
Marysville, WA 98270  
Hm: 360-658-5896  
Wk: 360-659-1522 x3  
Cell:  
[deanneatthecompetition@yahoo.com](mailto:deanneatthecompetition@yahoo.com)

#### Linda Farrington

9026 60<sup>th</sup> Dr NE  
Marysville, WA 98270  
Hm: 360-658-4507  
Wk:  
Cell: 425-923-4519  
[benefitinded@aol.com](mailto:benefitinded@aol.com)

#### Mike Fee

6223 93<sup>rd</sup> St NE  
Marysville, WA 98270  
Hm: 360-653-5994  
Wk:  
Cell: 425-501-1871

#### Jodi Hiatt (John)

1220 2<sup>nd</sup> Street  
Marysville, WA 98270  
Hm: 360-659-7387  
Wk: 360-659-4706  
Cell: 425-239-2302  
[MECTILE@aol.com](mailto:MECTILE@aol.com)

#### Jane James (Glen)

6703 50<sup>th</sup> PI NE  
Marysville, WA 98270  
Hm: 360-659-8423  
Wk: 425-316-5102  
Cell: 425-870-7191  
[hblabfrontdesk@verizon.net](mailto:hblabfrontdesk@verizon.net)

#### Carol Kapua (Vaughn)

5930 74<sup>th</sup> St NE  
Marysville, WA 98270  
Hm: 360-659-6086  
Wk:  
Cell: 425-387-1135  
[carolkapua@hotmail.com](mailto:carolkapua@hotmail.com)

#### Barbara McNair (Charlie)

8724 44<sup>th</sup> Dr NE  
Marysville, WA  
Hm: 360-653-1309  
Wk:  
Cell: 425-210-3829  
[mmcdash@aol.com](mailto:mmcdash@aol.com)

#### Kim Mease (Shamus)

8925 59<sup>th</sup> Dr NE  
Marysville, WA 98270  
Hm:  
Wk: 360-651-5216  
Cell: 425-870-2928  
[bashfuln322@yahoo.com](mailto:bashfuln322@yahoo.com)

[www.maryfest.com](http://www.maryfest.com)



## ORGANIZATION

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### 2006 Traveling Float Schedule

April 21st, 2007	Daffodil Festival	(Tacoma / Puyallup / Sumner / Orting, WA)
May 5th, 2007	Apple Blossom Festival	(Wenatchee, WA)
May 6th, 2007	Loyalty Day Parade	(Long Beach, WA)
May 12th, 2007	Irrigation Festival	(Sequim, WA)
May 19th, 2007	Rhododendron Festival	(Port Townsend, WA)
May 26th, 2007	Hyack Festival	(New Westminister, BC)
June 2rd, 2007	Starlight Parade	(Portland, OR)
June 16th, 2007	Strawberry Festival	(Marysville, WA)
June 30th, 2007	Fathoms O'Fun	(Port Orchard, WA)
	Founders Days	(Cashmere, WA)
July 1st, 2007	Cherry Fiesta	(Osoyoos, BC)
July 4th, 2007	Logger Days	(Sedro Woolley, WA)
July ???, 2007	Sultan Shindig	(Sultan, WA)
July 13th, 2007	Chataqua Parade	(Chewelah, WA)
July 15th, 2007	Cornucopia Days	(Kent, WA)
July 15th, 2007	Chinatown	(International District, Seattle, WA)
July 21st, 2007	Capital Lake Fair	(Olympia, WA)
July 21st, 2007	Hi-Yu Festival	(West Seattle, WA)
July 28th, 2007	Seafair	(Seattle, WA)
Aug. 4th, 2007	Summer Celebration	(Lake City, WA)
Aug. 11th, 2007	Astoria Regatta	(Astoria, OR)
Aug. 25th, 2007	Family Festival	(Federal Way, WA)
Sept. 29th, 2007	Autumn Leaf Festival	(Leavenworth, WA)
Oct. 7th, 2007	Salmon Days Festival	(Issaquah, WA)
Dec. 1st, 2007	Merrysville for the Holiday	(Marysville, WA)
Dec. 27th, 2007	Pacific Life Holiday Bowl	(San Diego, CA)



## EVENTS BY DAY

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### Friday, June 8th, 2007

7:00 AM — 1:00 PM

Scholarship Golf Tournament (Cedarcrest Golf Course)

### Saturday, June 9th, 2007

10:00 AM — 5:00 PM

Poochapalooza (Asbery Field)

### Tuesday, June 12th, 2007

12:00 PM — 2:00 PM

Fashion Show (Leifer Manor)

### Wednesday, June 13th, 2007

7:00 PM — 10:00 PM

Adult Trike Race Time Trials (Waterfront Park)

### Thursday, June 14th, 2007

6:00 PM — 9:00 PM

Talent Show (MPHS Auditorium)

TBD — 10:00 PM

Carnival (MMS Play Field)

### Friday, June 15th, 2007

11:30 AM — 9:00 PM

Market (Asbery Field)

4:30 PM — 9:00 PM

Entertainment (Asbery Field)

TBD — 11:00 PM

Carnival (MMS Play Field)

7:00 PM — 10:00 PM

Adult Trike Race (Waterfront Park)

### Saturday, June 16th, 2007

8:30 AM — 10:00 AM

Berry Run (Smokey Point Plant Farm)

10:00 AM — 11:00 AM

Rose Planting Ceremony (Red Caboose)

10:00 AM — 5:00 PM

Pig Out on the Farm (Biringer Farm)

TBD — 12:00 PM

Carnival (MMS Play Field)

10:00 AM — 8:00 PM

Market (Asbery Field)

10:00 AM — 8:00 PM

Entertainment (Asbery Field)

10:00 AM — 5:00 PM

Car Show (Asbery Field)

10:00 AM — 4:00 PM

Motorcycle Show (MJHS & 7th Street)

1:00 PM — 3:00 PM

Strawberry Shortcake Eating Contest (Asbery Field)

6:00 PM — 7:00 PM

Kiddies Parade (State Ave.)

7:30 PM — 10:00 PM

Grand Parade (State Ave.)

10:00 PM — 10:30 PM

Fireworks (Public Works)

### Sunday, June 17th, 2007

10:00 AM — 5:00 PM

Pig Out on the Farm (Biringer Farm)

TBD — 5:00 PM

Carnival (MMS Play Field)

10:00 AM — 5:00 PM

Market (Asbery Field)

11:00 PM — 5:00 PM

Entertainment (Asbery Field)

*Open Time of Carnival is weather permitting.*

[www.maryfest.com](http://www.maryfest.com)



## EVENT DETAILS

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All calls should be directed to the Festival Office at 360-659-7664 or to the web-site at [www.maryfest.com](http://www.maryfest.com). The phone numbers listed are for emergency use only.

### **Adult Trike Race**

**Date:** *Wednesday, June 13th, 2007 at 7:00 PM*    **TIME TRIALS**  
*Friday, June 14th, 2007 at 7:00 PM*

**Location:** *Waterfront Park*

**Contact:** *Marysville Rotary, Chris Nation (PH) 360-658-9195*

*Got JELLO? Watch as adults race through a difficult and messy obstacle course. All proceeds from this event go to Marysville Rotary Literacy Fund.*

### **Berry Run / Walk**

**Date:** *Saturday, June 16th, 2007 at 8:30 AM*

**Location:** *Smokey Point Plant Farm*

**Contact:** *Judy Anderson (PH) 425-308-1019*

*No matter if you enjoy running or walking this event has something for you. You pick either the 1 mile course or the 5k run, either way this fun run helps to raise money for Grace Academy Track Team.*

### **Car Show**

**Date:** *Saturday, June 16th, 2007 from 10:00 AM — 5:00 PM*

**Location:** *Asbery Field*

**Contact:** *Emerald City Car Club, Paul Lind (PH) 425-316-8423*

*You might hear a strange rumble coming from Asbery Field, but don't worry that's just the sound of these beautiful Cars. From Classic to Custom there is something for everyone!*

### **Fashion Show**

**Date:** *Tuesday, June 12th, 2007 at 12:00 PM*

**Location:** *Leifer Manor*

**Contact:** *Linda Farrington (PH) 360-653-8455*

*Watch as local models showcase summer fashion from local retail stores. Fashions are for young and old, men and women. So reserve a seat or a table and enjoy your lunch while checking out what's "HOT" for the summer.*



## EVENT DETAILS

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### **Funtastic Carnival**

**Date:** Thursday, June 14th, 2007 from TBD to 10:00 PM (out by 11)

Friday, June 15th, 2007 from TBD to 11:00 PM (out by 12)

Saturday, June 16th, 2007 from TBD to 12:00 PM (out by 1)

Sunday, June 17th, 2007 from TBD to 5:00 PM (out by 6)

**\*\*Open times are weather permitting.**

**Location:** Marysville Middle School Play Field

**Insurance Carried:** 5 Million Total (Contract attached see pg. 25)

**Contact:** Funtastic, Rob Rhew, (PH) 503-761-0989

*Come play the games, ride the rides and enjoy all the yummy carnival food.*

*With lots to choose from Funtastic makes this carnival one everyone can enjoy!*

### **Golf Tournament**

**Date:** Friday, June 8th, 2007 at 7:00 AM

**Location:** Cedarcrest Golf Course

**Contact:** Angie Miller (PH) 425-232-0274

*FOUR! Watch as teams try to win a car and lots of other prizes as they help raise money for the Strawberry Festival April Friesner Memorial Royalty Scholarship Fund. So grab your clubs and get ready for fun!*

### **Grand Parade**

**Date:** Saturday, June 16th, 2007 at 7:30 PM (Pre-Parade) 7:45 Official Start

**Location:** State Avenue from 76th Street to 1st Street

**Contact:** Carol Kapua (PH) 425-387-1135

**Sheila Thompson (PH) 360-653-8165**

*Everyone loves a parade! This years Grand Parade is sure to delight young and old alike. Watch as the marching bands, floats and other entries make their way down State Avenue. Followed by a spectacular fireworks display*

### **Kiddies Parade**

**Date:** Saturday, June 16th, 2007 at 6:00 PM

**Location:** State Avenue from 7th Street to 5th Street

**Contact:** Kim Mease (PH) 425-870-2928

*Don't let the length of this parade fool you! From costumes to pets to bikes the youngsters in this non-motorized parade just want to have fun.*



## EVENT DETAILS

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### **The Market**

**Date:** *Friday, June 15th, 2007 from 2:30 AM to 9:00 PM*  
*Saturday, June 16th, 2007 from 10:00 AM to 8:00 PM*  
*Sunday, June 17th, 2007 from 10:00 AM to 5:00 PM*

**Location:** *Asbery Field*

**Inspections:** *Health Dept.*

**Contact:** *Jodi Hiatt (PH) 425-239-2302*

*From Arts and Crafts to Food Vendors the Market has everything. Come walk through the booths or stop for a bite to eat, either way your sure to find something you'll like.*

### **Motorcycle Show**

**Date:** *Saturday, June 16th, 2007 from 10:00 AM — 4:00 PM*

**Location:** *7th Street from State to Alder*

**Contact:** *???*

*If you feel the ground shaking near 7th Street don't worry that's just the sound of these awesome bikes. From Classic to Custom there is something for everyone!*

### **Musical Entertainment**

**Date:** *Friday, June 15th, 2007 from 4:30 PM to 9:00 PM*  
*Saturday, June 16th, 2007 from 10:00 AM to 8:00 PM*  
*Sunday, June 17th, 2007 from 11:00 PM to 5:00 PM*

**Location:** *Asbery Field*

**Contact:** *Angie Miller (PH) 425-232-0274*

*Judy Anderson (PH) 425-308-1019*

*From Rockin' Roll to Country and everything in between this years entertainment is sure to have something you'll like. So grab a bite to eat enjoy the groups gracing the stage.*

### **Pig Out on the Farm**

**Date:** *Saturday, June 16th, 2007 from 10:00 AM — 5:00 PM*  
*Sunday, June 17th, 2007 from 10:00 AM — 5:00 PM*

**Location:** *Biringer Farms*

**Contact:** *Diana Biringer (PH) 425-258-2305*

*A great time to be had by all. There is nothing like the Pig Out for good old-fashioned family fun. Admission and Fishin' are always free.*



## EVENT DETAILS

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### **Poochapalooza Dog Event**

**Date:** Sunday, June 9th, 2007 from 10:00 AM to 5:00 PM

**Location:** Asbery Field

**Contact:** Leslie Buell (PH) 425-268-5285

*This kick-off event is just for Dog Lovers, so bring your dogs and head on down. Enjoy many different demonstrations and shows, while perusing a variety of pet-related vendors who cater to canines*

### **Rose Planting Ceremony**

**Date:** Saturday, June 18th, 2007 at 10:00 AM

**Location:** Red Caboose

**Contact:** Denise Wigdahl (PH) 360-653-9257

*Join us for a ceremony you won't forget, as the Portland Royal Rosarians plant a Rose honoring the festival.*

### **Strawberry Shortcake Eating Contest**

**Date:** Saturday, June 16th, 2007 at 1:00 PM

**Location:** Asbery Field

**Contact:** Sandie Phipps (PH) 360-659-6236

*We are the messy fun event of Maryfest. Bring your friends and family to cheer you to victory while you devour delicious strawberry shortcake without benefit of utensils or use of your hands! The goal is to eat as much shortcake as possible in a five minute period, so start practicing!*

### **Talent Show**

**Date:** Monday, May 21st, 2007 at 6:00 PM Auditions

Tuesday, May 22nd, 2007 at 6:00 PM Auditions

Thursday, June 14th, 2007 at 6:00 PM

**Location:** Marysville Pilchuck High School Auditorium

**Contact:** Marcy Giesler (PH) 360-653-6584

*So you want to be a star? From singing to dancing to comedy this show has it all. Watch as children, teens, and adults perform to show you their STAR qualities.*



## STREET CLOSURES

---

### **Thursday, June 14th, 2007**

12:00 Noon 7th St. from Alder to Quinn Ave.  
\*\*To remain closed until Sunday, June 18th at 6:00 PM

### **Friday, June 15th, 2007**

8:00 AM "No Parking after 4:00 PM Saturday" signs posted with  
barricades on 2nd St. from Columbia Ave. to Quinn Ave.  
and at 3rd and Alder (both sides of street)

### **Saturday, June 16th, 2007**

7:00 AM 7th St. from State Ave to Quinn St.  
9:00 AM North Bound Cedar Ave. from 2nd St. to 4th St.  
NOON 5th St. from State Ave. to Columbia Ave.  
5th St. from State Ave. to Delta Ave.  
4:00 PM 2nd St. from Columbia Ave. to Quinn Ave.  
76th St. from State Ave. to 43rd St.  
6th St. to 9th St. from State Ave. to Delta Ave.  
6th St. to 10th St. from State Ave. to Columbia Ave.  
State Ave. from 80th St. to 4th St.  
Grove Street from 43rd to State  
5:00PM 3rd St. from State Ave. to Alder  
State Ave. from 4th St. to 3rd St.  
6:00 PM Alder (43rd) Street from Grove St. to 76th St.  
7:00 PM Grove Street from Cedar Ave. to 47th Ave.  
7:30 PM 4th St. from Cedar to 47th Ave.

State Ave. to remain closed from Grove St. to 3rd Street until after  
fireworks (approx. 10:30 PM)

Street closure notices are hand delivered to all residents and businesses  
on 2nd and 3rd Street.

**\*\*Streets should be closed to all traffic with the exception of emergency vehicles  
and Festival Officials. Special passes will be posted on all Festival vehicles.**



## **PUBLIC WORKS ASSISTANCE**

---

### **STREET DEPARTMENT**

***In addition to the specific events below, street barricades are requested for all festival events requiring Street Closures (please see page 12). Maryfest, Inc. will provide the required signage for posting notice of closure of SR 528, 4th Street and 88th Street Freeway Exits and Ebby Slough Bridge.***

***Saturday, June 15th, 2007***

***9:00 AM to End of Event***

***ROSE PLANTING: Traffic cones will be needed to block off Right lane of North Bound Cedar Avenue.***

***5:00 PM to End of Event***

***GRAND PARADE: Please see street closures to determine how many barricades are needed.***

### **WATER DEPARTMENT**

***Friday, June 15th, 2007***

***7:00 PM to End of Event***

***ADULT TRIKE RACE: Use of fire hose and fire hydrant wrench***

**Also needed:**

**Sandbags for the Fireworks (Contact: Larry Larsen)**



## **PUBLIC WORKS ASSISTANCE**

---

### **SANITATION DEPARTMENT**

**Thursday, June 14th, 2007 to Sunday, June 18th, 2007**

**Dumpsters for Market**

**4 dumpsters placed on the corner of 7th St. and Alder next to fence.  
Service is request once per day in the AM on all dumpsters**

**Friday, June 15th, 2007**

**One (1) Dumpster to be delivered to each of the following locations:**

North County Bank

Marysville Junior High School at 7th St. and State Ave.

Century 21 Parking Lot at 5th St and State — Close to Sidewalk

Schaefer-Shipman Funeral Home parking lot at 8th St. and State Ave.

Cascade Savings Bank Parking Lot at 9th St. and State Ave.

Frontier Bank Parking Lot at 10th St. and State Ave.

State Avenue Deli Parking Lot

Shopping Center Parking Lot between 10th St. and State Ave.

— Close to Side walk

Schuck's Auto Supply at 4th and State — Close to Sidewalk

Buzz Inn Parking Lot — Next to Sidewalk

Safeway Plaza—1 each at North and South ends of Parking Lot

— Close to Sidewalk

Key Bank Parking Lot — Next to Sidewalk

Marysville Plaza — Close to Sidewalk

Marysville School District Bus Barn — NE side outside fenced area

Duce Professional Building

Schuck's Auto Supply at 1273 State Ave. - Close to Sidewalk

3rd Street in Parking Lot next to Charlie's Ribs

Waterfront Park

**Service is requested once per day on all dumpsters**



## **POLICE DEPARTMENT. ASSISTANCE**

---

**Thursday, June 14th, 2007**

Occasionally throughout Day

MARKET: Bicycle units to monitor Asbery Field

**Friday, June 15th, 2007**

Occasionally throughout Day

MARKET: Bicycle units monitor Asbery Field

**Saturday, June 16th, 2007**

5:00 PM to End of Event

PARADES: Assistance with crowd control and Street Closures

Occasionally throughout Day

MARKET: Bicycle units monitor Asbery Field

**Sunday, June 17th, 2007**

Occasionally throughout Day

MARKET: Bicycle units monitor Asbery Field

*KIDDIES & GRAND PARADE: Seafair Marshals will assist in crowd control.*

*MARKET: Maryfest, Inc. will provide security. Telephone equipment will be provided so as to enable our security to be in contact with Maryfest, Inc. Officials and the Marysville Police Department. Marysville Seniors Against Crime will be providing night security.*

*CARNIVAL: Carnival Manager will contact Marysville Police Department for any security needs. **Maryfest, Inc. is NOT responsible for carnival security.***



## **FIRE DEPARTMENT. ASSISTANCE**

---

**Wednesday, June 13th, 2007**

6:00 PM to End of Event

*TRIKE RACE TIME TRIALS: Aid Crew on site at Waterfront Park*

**Friday, June 15th, 2007**

5:00 PM to End of Event

*TRIKE RACE: Aid Crew on Site, Fire Hose and Fire Hydrant Wrench on site at Waterfront Park.*

**Saturday, June 16th, 2007**

4:00 PM to 6:00 PM

*GRAND PARADE: Fire Marshall requested at Marysville School District Bus Barn for float inspections.*

**Sunday, June 17th, 2007**

8:00 AM to End of Event

*BERRY RUN: Aid Crew on Site at Smokey Point Plant Farm*



## **PARKS DEPARTMENT. ASSISTANCE**

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***Thursday, May 24th, 2007 thru Monday, June 18th, 2007***

*Please place festival banner across 4th Street.*

***Thursday, June 15th, 2007 thru Sunday, June 17th, 2007***

*8:00 AM Thursday thru 6:00 PM Sunday*

*MARKET: Picnic tables to be delivered for use in food court area.*

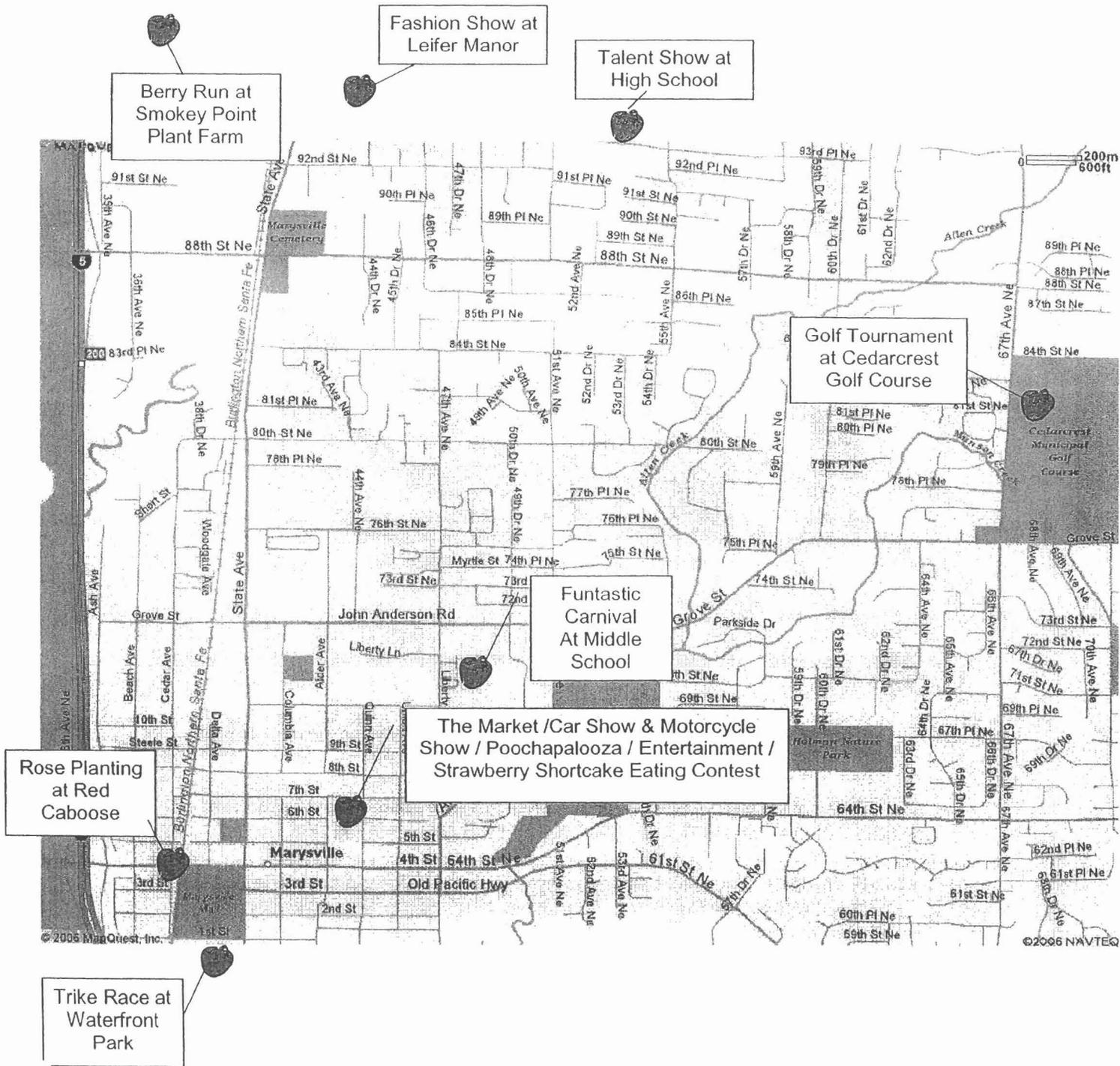
***Saturday, June 16th, 2007 thru Sunday, June 17th, 2007***

*Noon Saturday thru Sunday*

*PARADE: Use of 2 mini tractors to be delivered to Key Bank at 76th Street for use by parade personnel*



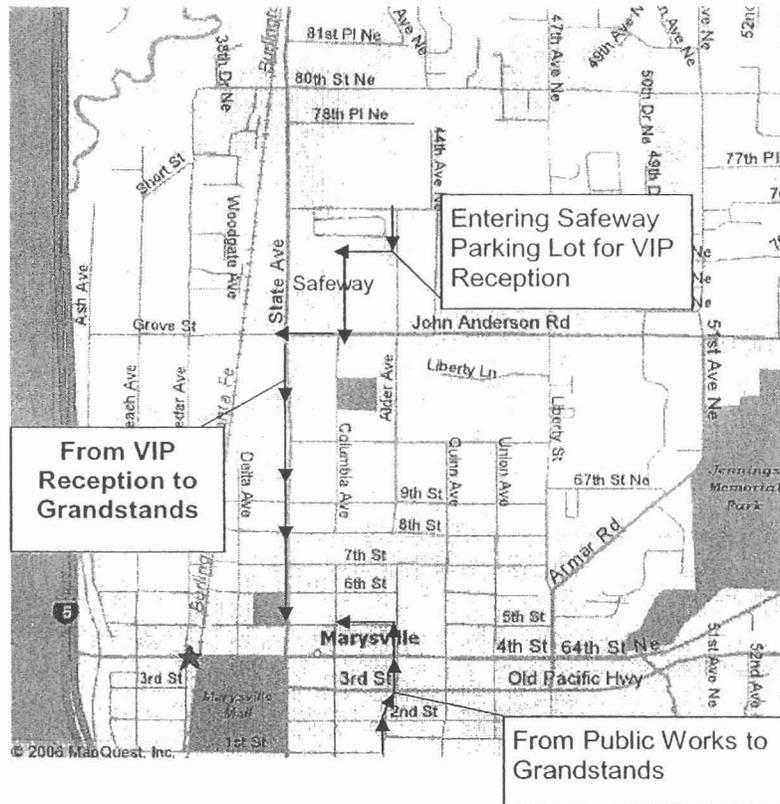
# EVENT LOCATIONS



www.maryfest.com



## TRANSPORTATION ROUTES



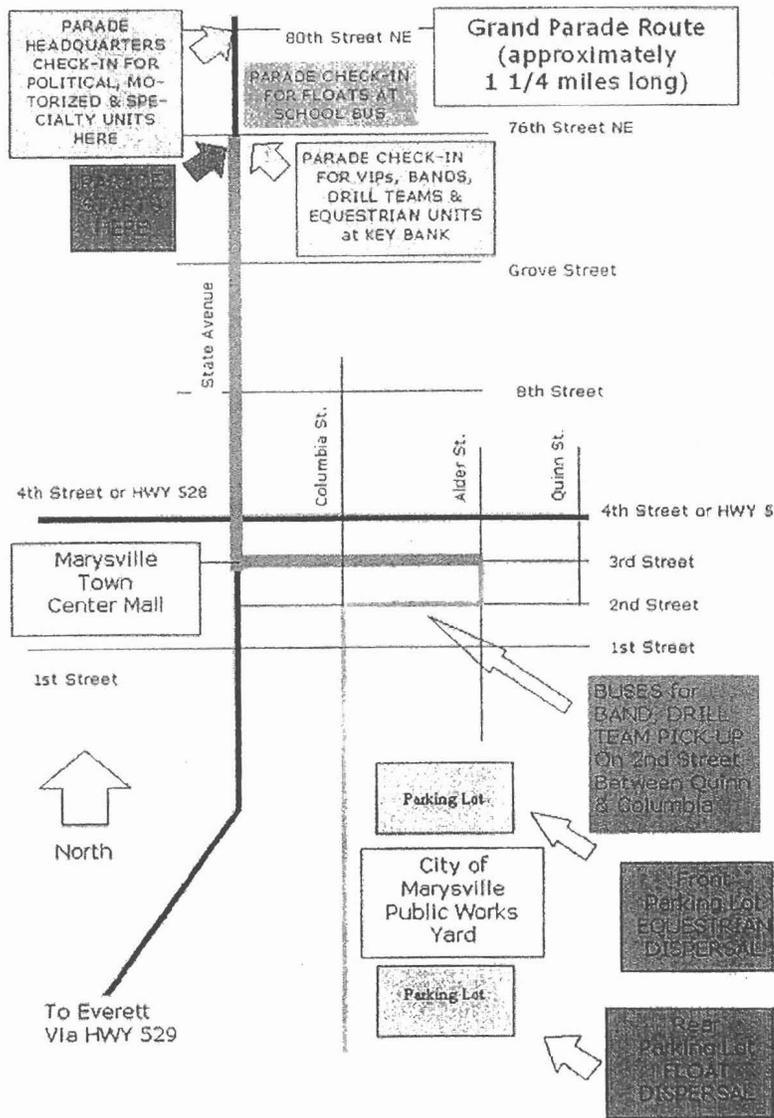
***While the roads are closed VIP Transportation will be taking the following routes.***

- VIP Shuttles will be taking people from Dispersal (Public Works) along Alder to the Grandstands on 5th St.
- VIP Shuttles will be on State Ave. until 7:30PM taking people from the start of the Parade Route (76th St.) and the Grandstands (5th St.).
- VIP Shuttles that will be taking people to the VIP Reception at Safeway will enter the Safeway Parking Lot from Alder and exiting onto Grove Street to State.

**All VIP Shuttles will be clearly marked.**



# GRAND PARADE STAGING & ROUTE





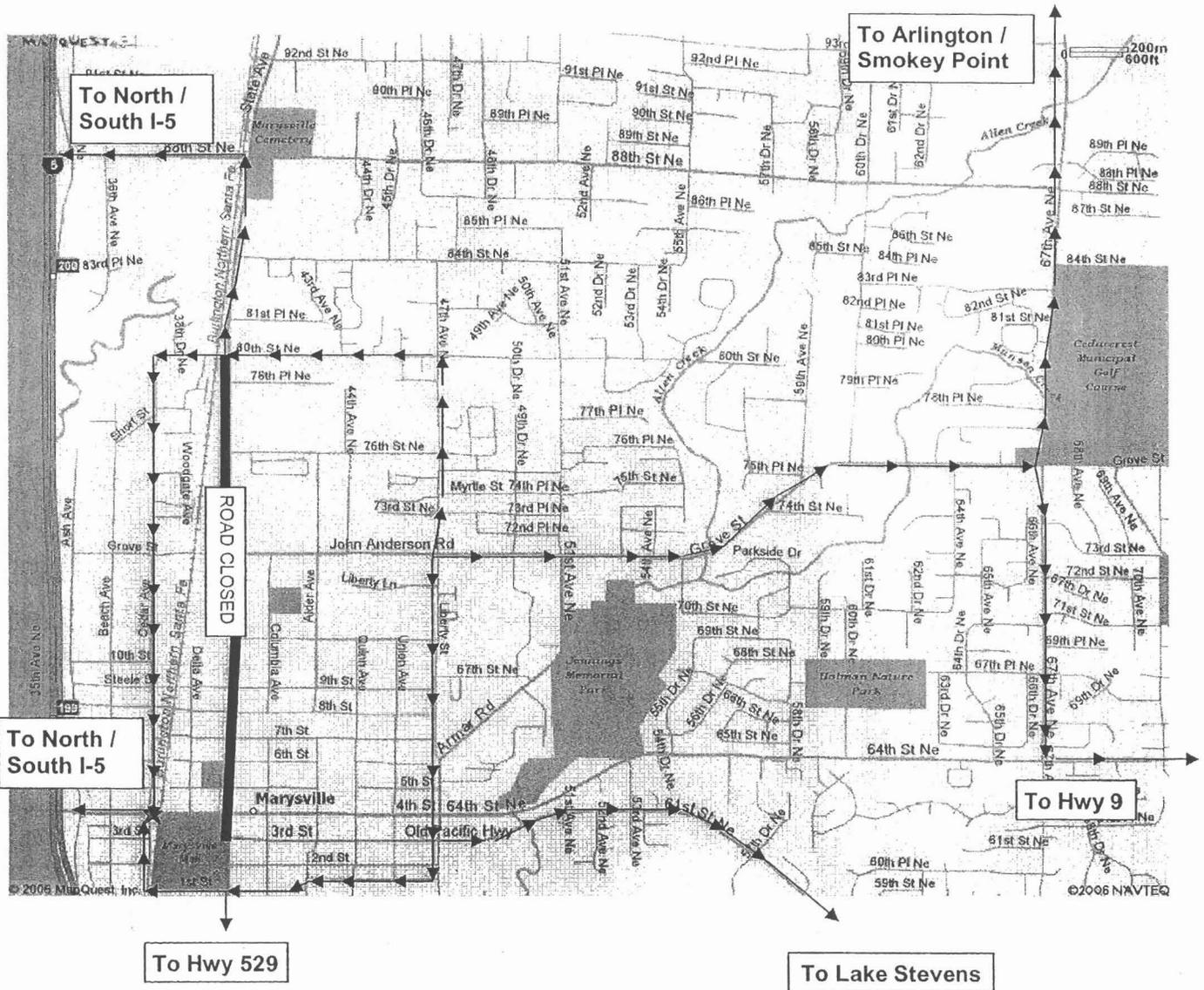
## KIDDIES PARADE STAGING & ROUTE

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# ALTERNATIVE ROUTES





**CITY OF MARYSVILLE  
STRAWBERRY FESTIVAL MASTER PERMIT/ AGREEMENT  
ISSUED TO**

**MARYFEST INCORPORATED**

WHEREAS, MARYFEST INCORPORATED (applicant) has submitted as festival proposal for the Strawberry Festival pursuant to MMC 5.48; and

WHEREAS, the Marysville City Council awarded the festival permit to MARYFEST INCORPORATED (applicant) on March 14, 2005; and

WHEREAS, the Marysville City Council in its discretion pursuant to MMC 5.48.050 has granted the MARYFEST INCORPORATED (applicant) as the festival sponsor an option to renew the permit without public competition for up to four years;

THEREFORE, the Master Permit is issued with the following terms and conditions.

**1. TERM**

A. First year Annual Proposal/Permit for June, 2005. Festival Proposal for 2007 is attached as Exhibit B.

B Options to renew for remaining years 2008 and 2009.

Pursuant to MMC 5.48.050, to exercise this option the festival sponsor, each year, shall submit a new festival proposal for approval by the City Council and shall pay a new festival permit fee. The festival Proposal for each year shall be in substantially the same form as the Festival Proposal/Permit attached as Exhibit B.

**2. APPLICANT/SPONSORING AGENCY**

Sponsoring Agency: MARYFEST INCORPORATED

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Tax Identification: \_\_\_\_\_

Sponsoring Agency Official(s) of Record:

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Number: \_\_\_\_\_

**3. GENERAL RULES AND REGULATIONS FOR ALL STRAWBERRY FESTIVAL PERMITS.**

**A. Annual Permit Fees and Conditions**

1. FEE: The Annual Permit Fee for the sponsoring organization Maryfest Incorporated, will be in the amount to be determined by City Council payable within 30 days of City Council approval of the Annual Festival Proposal.

2. Award of the Strawberry Festival Annual Master Permit shall not be construed as constituting the Strawberry Festival or Maryfest Incorporated as a governmental or proprietary activity, event or function of the City of Marysville, nor shall it be construed as constituting the Festival sponsor(s) as agents of the City of Marysville.

3. This Strawberry Festival Annual Master Permit is authorization to use City of Marysville Facilities only. It no way replaces any permit or license required by any other governmental regulatory organization for the activities identified herein.

**B. Festival Sponsor Responsibility - Indemnification**

The Festival sponsor shall assume all responsibility and liability for the conduct and management of the Annual Strawberry Festival, and the finances thereof.

The Festival Sponsor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this festival and agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

**C. Insurance Coverage(s)**

Maryfest Incorporated agrees that it will maintain in force, at its own expense, a liability insurance policy which will insure and indemnify Maryfest Inc. and the City of Marysville, its appointive and elected officers, employees and agents from any suits, claims or action brought against the City by any person or persons and from all costs and expenses of litigation brought against the City, its appointive and elected officers, employees and agents for such injuries to persons or damages to property occurring during the term of this Agreement or thereafter that result from performance or nonperformance by Maryfest Inc. of the obligations set forth in this Agreement. Said liability insurance policy shall be in an amount of no less than follows:

General Liability	\$1,000,000 per occurrence.
Automobile Liability	\$100,000 per person/ \$300,000 per accident/ \$100,000 property damage.
General Aggregate	\$2,000,000
Special Event Coverage	if necessary.

All Certificates of Insurance are to name the City of Marysville as Additionally Insured. Coverage dates are to include any and all activities presented by the Annual Festival Permit including activities associated with the post Festival activities required to complete all events.

Said policy is to be issued by a company authorized to do business in the State of Washington which is rated at least "A" or better and with a numerical rating of no less than "7", by A.M. Best Company, and which is acceptable by the City of Marysville. The policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days notice prior written notice to the City, no cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Maryfest Inc. to furnish the required insurance during the term of this Agreement. Upon written request of the City, the insurer or his or her agent will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.

In case of breach of any provision of this section, the City may at its options and with no obligation to do so, provide and maintain at the expense of Maryfest Inc. such types of insurance in the name of Maryfest Inc. as the City may deem proper, and may deduct or charge costs from any sums which may be found or become due to Maryfest under this Agreement or may demand Maryfest promptly reimburse the City for such costs.

**D. Independent Contractor**

It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, Maryfest shall be responsible for all obligations relating to federal income tax, self employment, FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance(Worker's Compensation), and that Maryfest agrees to hold the City of Marysville harmless from any claims, valid or otherwise, made to the City because of these obligations.



facilities that require advanced reservations, facility use agreements and or additional use considerations must be identified on an annual basis no later than 90 days before the first day of all festival activities. Facilities not reserved and or utilized by the permitted agency may become available for other uses under the requirements of any required facility use agreements enforced by the City. The sponsoring organization is prohibited from charging any type of admission or entry fee requirement in facilities owned and operated by the City of Marysville.

#### **H. Vendor Facilities and Structures**

All proposed vendors and structures housed on publicly owned and or private property are to be identified within the Annual Festival Proposal. Vendors not submitted will not be authorized to conduct business under the benefits of the Master Permit and will not be considered associated with the Strawberry Festival and subject to the requirements of the City of Marysville Municipal Code. Portable facilities erected or delivered for public use are to be identified within the organizations insurance coverage(s). Such facilities are to be inspected prior to authorized use by the general public.

#### **I. Risk Management Plan**

The sponsoring agency will establish a Risk Management Plan that will identify any potential catastrophic losses or events during the length of the Festival. The plan is to be submitted as an element of the Annual Festival Proposal. The plan must develop and maintain overall policies and procedures for risk control, including security, personal safety, automobile safety, fire prevention, emergency planning and legal liability, using internal or city assistance. The Risk Management plan is to identify the following basic criteria for the safety of all participants specifically during the Festivals largest attendance events such as:

1. Parade Route Safety Features and Evacuation Plan
2. Market in the Park Safety Requirements and Evacuation Plan
3. Special Venue Safety Requirements and Evacuation Plan
4. Carnival Site Safety Requirements and Evacuation Plan

The sponsoring organization is to identify the current Risk Manager annually within the Proposal. The Risk Manager is to provide immediate notification to the City Clerk of any potential loss or claim as a result of participation in any of the authorized Festival Events.

#### **J. Special Conditions**

Special Conditions may be required of the Master Permit during the permitted year. See attached **Special Conditions Exhibit A** if applicable.

#### **K. Severability**

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Maryfest have executed this Agreement as of the date first above written.

Date this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

By \_\_\_\_\_  
City Clerk

MARYFEST INCORPORATED

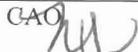
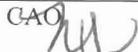
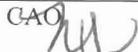
By \_\_\_\_\_  
PRESIDENT

## **Special Conditions Exhibit A**

1. The Festival Sponsor may be responsible for damages to any city owned facilities and or equipment utilized during the overall length of the festival. Responsibility includes repairs and or replacement of any damaged equipment and or fixtures.
2. Traffic controls not available through the City's inventory will be the responsibility of the Festival Sponsor.
3. The City reserves the right to cancel its obligations to the sponsoring organization in the event of a public emergency requiring city forces and equipment.
4. Advertising of all festival activities is important to the success of the festival and promotion of the City of Marysville. Festival Sponsors are encouraged to work with the City's Community Information Officer in year-round promotions of the Strawberry Festival. The City requests that an ex-officio position be assigned to the sponsors operating board or Board of Directors to maintain open and current communications of all planned activities.
5. If the Sponsoring Festival Organization hosts a public golf tournament event, first consideration is to host the tournament on the City's Cedarcrest Golf Course.
6. City wide promotion of the Strawberry Festival shall include the acquisition of outdoor banners to be installed, maintained and removed on city owned fixtures by city personnel. Maryfest will provide a minimum of ten (10) full color event banners per year for the duration of this agreement. The City and Maryfest Incorporated must mutually authorize the type and design of the banners to be installed annually. The City may add to the banner inventory provided funds are available for the specific purpose to add to the inventory.

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** May 14, 2007

AGENDA ITEM: PA 07017 Estabrook Annexation  10% Notice of Intention			
PREPARED BY: Cheryl Dungan, Senior Planner	AGENDA NUMBER:		
ATTACHMENTS: 1. Annexation Boundary Map 2. Resolution 2151 3. Final Bill Report SSB 6686	APPROVED BY:  <table border="1" style="width: 100%;"> <tr> <td data-bbox="1008 646 1190 709">                     MAYOR   </td> <td data-bbox="1190 646 1372 709">                     CAO   </td> </tr> </table>	MAYOR 	CAO 
MAYOR 	CAO 		
BUDGET CODE:	AMOUNT:		

Tom Estabrook submitted an 10% Notice of Intention to annex approximately 47.1 acres to the City of Marysville. The annexation is generally located north and south of 100<sup>th</sup> St NE, west of 55<sup>th</sup> Ave and east of the current city limits boundary. This annexation represents multiple parcels and an estimated population of 400 persons.

The subject property is located within the future annexation area (FAA) #7. Resolution 2151, which adopted the City's annexation policy, states that the City will initiate annexation of properties within FAA's 7, 8 and 9 by 2010. Prior to consideration of annexation requests within these areas, the City will further analyze the impacts of annexing these neighborhoods.

The Washington State Legislature recently passed Senate Bill 6686 which provides tax incentives to city's with a population of less than 400,000 which is located in a county with a population of greater than 600,000. In order to qualify for the tax, the city must commence annexation of an area having a population of over 10,000 prior to January 1, 2010, and must determine by resolution or ordinance that the projected cost to provide services to the annexation area exceeds the projected revenue from the annexation. Staff is currently analyzing annexation boundaries that would allow the city to take advantage of SB 6686 tax incentives. The Estabrook Annexation is located in potential expansion alternatives, therefore staff recommends council deny the annexation as proposed until additional analysis of annexations within FAA's 7, 8 and 9 is complete.

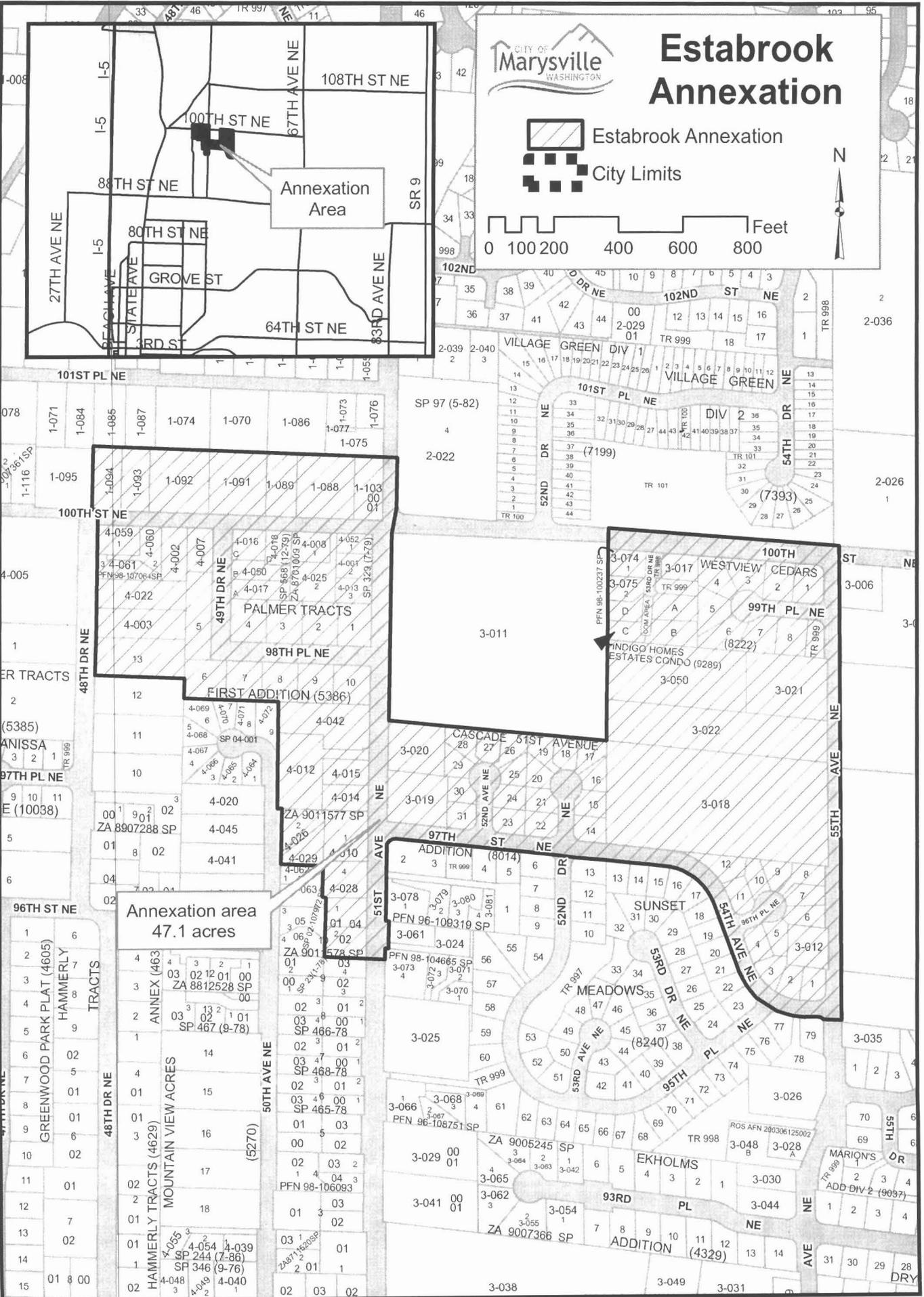
<b>RECOMMENDED ACTION:</b> CD staff recommends Council reject the 10% Notice of Intention for the proposed Estabrook Annexation at this time.
<b>COUNCIL ACTION:</b>   



# Estabrook Annexation

 Estabrook Annexation

 City Limits



**Annexation Area**

Palmer Tracts

First Addition (5386)

98th Pl NE

49th Dr NE

48th Dr NE

100th St NE

101st Pl NE

102nd St NE

103rd St NE

104th St NE

105th St NE

106th St NE

107th St NE

108th St NE

109th St NE

110th St NE

111th St NE

112th St NE

113th St NE

114th St NE

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177th St NE

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179th St NE

180th St NE

181st St NE

182nd St NE

183rd St NE

184th St NE

185th St NE

186th St NE

187th St NE

188th St NE

189th St NE

190th St NE

191st St NE

192nd St NE

193rd St NE

194th St NE

195th St NE

196th St NE

197th St NE

198th St NE

199th St NE

200th St NE

**Annexation area**  
47.1 acres

**Annexation Area**

Sunset Meadows

97th St NE

51st Ave NE

52nd Dr NE

53rd Dr NE

54th Ave NE

55th Ave NE

100th St NE

101st Pl NE

102nd St NE

103rd St NE

104th St NE

105th St NE

106th St NE

107th St NE

108th St NE

109th St NE

110th St NE

111th St NE

112th St NE

113th St NE

114th St NE

115th St NE

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189th St NE

190th St NE

191st St NE

192nd St NE

193rd St NE

194th St NE

195th St NE

196th St NE

197th St NE

198th St NE

199th St NE

200th St NE

# FINAL BILL REPORT

## SSB 6686

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### C 361 L 06

Synopsis as Enacted

**Brief Description:** Authorizing a local sales and use tax that is credited against the state sales and use tax.

**Sponsors:** Senate Committee on Ways & Means (originally sponsored by Senators Prentice, Esser, Kastama, Johnson, Kline, Finkbeiner, Weinstein, Keiser, Berkey and McAuliffe).

**Senate Committee on Ways & Means**  
**House Committee on Finance**

**Background:** Under the state's Growth Management Act, counties establish urban growth areas (UGAs) in collaboration with cities. Within a UGA, counties are the providers of regional services, and cities are the providers of local services, until the UGA either becomes part of an existing city through annexation or incorporates. In 2004, the Legislature directed the Department of Community, Trade, and Economic Development (CTED) to study the progress of annexation and incorporation in six urban counties and to identify both barriers and incentives to fully achieving annexation or incorporation of the UGAs in these counties. Lack of funding for municipal services during the transition period following annexation was one of the barriers identified by cities, and a temporary utility surtax was one of the incentives.

**Summary:** Beginning July 1, 2007, a city with a population less than 400,000 and which is located in a county with a population greater than 600,000 that annexes an area consistent with its comprehensive plan may impose a sales or use tax. The tax must be taken as a credit against the sales tax, so it will not be an additional tax to a consumer.

In order to qualify for the tax, the city commences annexation of an area having a population of over 10,000 prior to January 1, 2010, and must determine by resolution or ordinance that the projected cost to provide services to the annexation area exceeds the projected revenue from the annexation area.

The rate of the tax is 0.1 percent for each annexation area with a population over 10,000 and 0.2 percent for an annexation area over 20,000. The maximum rate of credit the city can impose is 0.2 percent. The tax imposed must only be imposed at the beginning of a fiscal year and must continue for no more than ten years from the date it is imposed.

All revenue from the tax must be used to provide, maintain, and operate municipal services for the annexation area. The revenues may not exceed the difference of that which the city deems necessary to provide services for the annexation area and the general revenue received from the annexation. If the revenues due exceed that which is needed to provide the services, the tax must be suspended for the remainder of the fiscal year.

Prior to March 1st of each year, the city must notify the department of the maximum amount of distributions it is allowed to receive for the upcoming fiscal year.

**Votes on Final Passage:**

Senate	38	10
House	75	23

**Effective:** June 7, 2006

cc: Com. Dev  
orig: File

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. 2151

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING AN ANNEXATION POLICY AND REPEALING RESOLUTION NO. 1939.

WHEREAS, in September 1999 the Marysville City Council adopted Resolution No. 1939 relating to the annexation policy of the City; and

WHEREAS, since the adoption of Resolution No. 1939 the Marysville City Council adopted Ordinance No. 2569 adopting an updated Comprehensive Plan for the City of Marysville and establishing planning goals, policies and implementation strategies for the Marysville Urban Growth Area;

WHEREAS, the Marysville City Council has recently reviewed the City's annexation policy to determine whether it is consistent with current practices, policies and procedures;

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

Section 1. The following guidelines should be considered before annexations to the City of Marysville are initiated and at the time annexation proposals are reviewed by the City Council:

1. An annexation shall not be accepted unless it is located within the Marysville Urban Growth Area ("UGA") and within Marysville's adopted comprehensive land use plan.
2. The City hereby establishes a priority sequence to annex the UGA as identified in this resolution. Future annexation area boundaries are shown in Exhibit A. The priority sequence identifies preferred timing of future annexation areas ("FAA's") within the Marysville UGA.
3. The City will support and promote timely annexation of the entire UGA in accordance with the following priority sequence:
  - a. The City of Marysville will initiate annexation of FAA's 1 through 3 through the direct petition method by 2005.
  - b. The City of Marysville will initiate annexation of FAA's 4, 5 and 11 prior to

RESOLUTION -1

/annex.res

development applications and availability of water and sewer service by the City of Marysville.

- c. The City of Marysville will initiate annexation of FAA 6 by 2006. Any UGA expansions within FAA 6 will be required to annex prior to development applications or availability of water and sewer service by the City of Marysville.
  - d. The City of Marysville will initiate annexation of properties within FAA's 7, 8 and 9 by 2010. Prior to consideration of annexation requests within these areas, the City will further analyze the impacts of annexing these neighborhoods.
  - e. The City will further analyze the impacts of annexation of FAA 10 and produce a schedule for initiating an annexation for FAA 10 or a portion thereof. In the interim, the City will discourage annexation requests within FAA 10.
  - f. The City will encourage aggregation of parcels for annexation. Where appropriate, the City will encourage annexation of the FAA in its entirety to produce a more logical service boundary. Where appropriate to meet the objectives outlined in RCW 36.93.180, the City shall aggregate multiple annexation petitions and use annexation covenants to enlarge boundary proposals.
  - g. The City will consider smaller annexations within FAA's 2, 3, 4, 5, 6, 7, 8, 9 and 11, on a case-by-case basis when such annexations comply with the objectives outlined in RCW 36.93.180 and are supported by the technical review of factors to be considered in annexation proposals which are listed below.
4. The City, through its utility codes and utility planning, will support and promote annexation and logical extension of urban services within the UGA to implement the City's adopted comprehensive land use plan. Implementation measures will include adherence to the City's land use designations, development standards, and neighborhood annexation and development strategies contained within the comprehensive plan. If the property is located within the Marysville UGA, water and sewer availability may be subject to submittal of an annexation covenant or annexation petition.
  5. The City will enter into interlocal agreements with Snohomish County relating to annexation, urban development standards, and reciprocal traffic and park impact fee mitigation.
  6. In considering all annexations the City should attempt to achieve the following Boundary Review Board objectives which are specified in RCW 36.93.180:
    - a. Preservation of natural neighborhoods and communities;
    - b. Use of physical boundaries including, but not limited to, bodies of water, highways and land contours;

RESOLUTION -2

/annex.res

- c. Creation and preservation of logical service areas;
  - d. Prevention of abnormally irregular boundaries;
  - e. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of 10,000 population in heavily-populated urban areas;
  - f. Adjustment of impractical boundaries;
  - g. Incorporation as cities and towns or annexation to cities or towns of unincorporated areas that are urban in character;
  - h. Protection of agricultural and rural lands that are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.
7. Pursuant to RCW 35A.14.200, the City should consider the following factors with respect to all annexation proposals. Larger or heavily populated annexations should be subject to more in-depth review and, where appropriate, fiscal analysis.
- a. The immediate and prospective population of the area proposed to be annexed, the configuration of the area, land use and land uses, comprehensive plans and zoning, per capita assessed valuation, topography, natural boundaries and drainage basins, the likelihood of significant growth in the area and in the adjacent incorporated and unincorporated areas during the next several years, location and coordination of community facilities and service; and
  - b. The need for municipal services and availability of such services, effect of ordinances and governmental codes, regulations and resolutions on existing uses, existing agreements, interlocal agreements, covenants, LIDs or ULIDs, present cost and adequacy of governmental services and controls, the probable effect of the annexation proposal or alternatives on cost and adequacy of services and controls in the area and adjacent area, the effect of the finances, debt structure and contractual obligations and rights of all affected governmental units; and
  - c. The effect of the annexation proposal or alternatives on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the County.

Section 2. Repealer. Resolution No. 1939, adopted on September 13, 1999, is hereby REPEALED for the reason that it is replaced by this resolution.

RESOLUTION -3

/annex.res

PASSED by the City Council and APPROVED by the Mayor this 25<sup>th</sup> day of July, 2005.

CITY OF MARYSVILLE

By Dennis L. Kendall  
DENNIS L. KENDALL, Mayor

ATTEST:

By Gerry Becker  
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed  
GRANT K. WEED, City Attorney

Date of Publication: 08/03/05

Effective Date (5 days after publication): 7/25/05



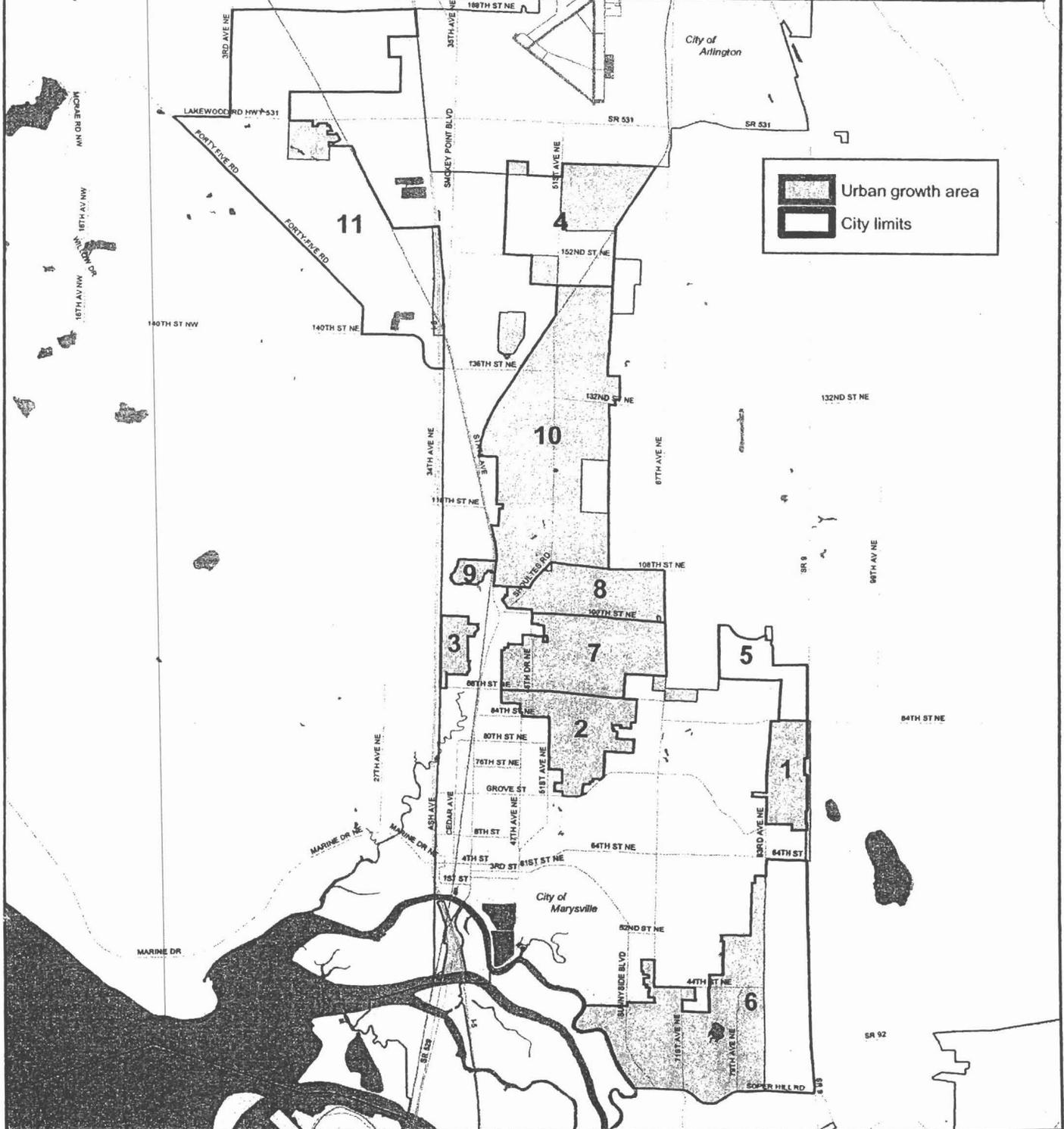
# Future Annexation Areas

July 2005



AREA	EXST MF	EXST SF	EXST POP	ADD POP	EXST EMP	ADD EMP	VALUE
1	0	18	52	1685	0	225	\$5,197,700
2	127	815	2618	403	51	0	\$112,373,900
3	0	132	383	99	0	29	\$17,408,700
4	0	17	49	66	0	2529	\$8,627,500
5	0	12	35	2236	0	508	\$3,359,600
6	14	556	1490	9155	48	712	\$91,327,200
7	123	1484	4550	401	49	0	\$201,215,100
8	21	852	2513	586	15	11	\$90,010,500
9	0	92	267	12	0	0	\$13,712,000
10	183	2925	8849	1821	332	16	\$448,160,700
11	0	311	902	?	0	?	\$106,038,100

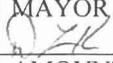
Urban growth area  
 City limits



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

AGENDA ITEM: Upgrade part-time Program Clerk to full-time	AGENDA SECTION:	
PREPARED BY: Kristie Guy, Human Resources Manager	AGENDA NUMBER:	
ATTACHMENTS:	APPROVED BY:	
	MAYOR 	CAO 
BUDGET CODE: 40143410, 50100065, 50200050	AMOUNT:	

The Public Works Department currently has a .5 FTE Program Clerk position that is vacant due to the promotion of Tonya Miranda to the Business Office Supervisor that we propose be expanded to a 1.0 FTE position.

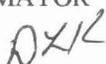
This reclassification would allow for greater administrative support to the growing Public Works Operations and Engineering Departments. Currently, the part-time position performs requisition processing for non-Capital Public Works expenses and provides clerical support for the Fleet & Facilities Departments. The expansion of hours would enable longer overall clerical coverage by overlapping clerical work shifts, cross-training with the Program Specialist position in support of Operations, capacity to relieve other clerical staff of more routine clerical tasks, and support for the growing clerical and administrative support needs of Operations and Engineering, including but not limited to Purchase Order and Engineering project filing, copying, work order data management, and computer processing for Operations supervisors and leads.

RECOMMENDED ACTION: The Executive Department recommends that Council adopt the expansion of the current .5FTE to 1.0 FTE Program Clerk in the Public Works Department.
COUNCIL ACTION:

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

<b>AGENDA ITEM:</b> Recovery Contract (Sewer) for RMJ Associates, LLC	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Deryl Taylor, Development Services Technician	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Sewer Recovery Contract</li> <li>• Exhibit A – Vicinity Map</li> <li>• Exhibit B – Parcel Map</li> <li>• Exhibit C – Property/Cost Sheet</li> </ul>	<b>APPROVED BY:</b>	
	MAYOR 	CAO 
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8” sewer main extension located on 75<sup>th</sup> Place NE east of 48<sup>th</sup> Avenue NE.  
 The recoverable amount of this contract is \$19,624.80.

<b>RECOMMENDED ACTION:</b> Public Works and Community Development staff recommends approval.
<b>COUNCIL ACTION:</b>

COVER SHEET

Return Address:

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

(Please print or type information)

Document Title(s): (or transactions contained therein) **RMJ SP Sewer  
Recovery Contract for Utility Construction Costs**

Grantor(s): (Last name first, then first name and initials)  
**RMJ Associates, LLC  
Petershagen, Gary R.**

Grantee(s): (Last name first, then first name and initials)  
**MARYSVILLE, CITY OF**

Legal description: (abbreviated - i.e., lot, block, plat or section,  
township, range, qtr./qtr.) 75<sup>th</sup> Ave & 48<sup>th</sup> Ave

**A portion of the NE Qtr of Section 28, T30N, R5E, W.M., Snohomish  
County, WA.**

Reference Number(s) of Documents assigned or released: N/A

Assessor's Property Tax Parcel/Account Number:  
**003798-002-010-00 & 003798-002-012-00**

The Auditor/Recorder will rely on the information provided on the form.  
The staff will not read the document to verify the accuracy or  
completeness of the indexing information provided herein.

After Recording Return to:

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name  
RMJ Associates, LLC

Address  
P.O. Box 1465  
Marysville, WA 98270

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a **sewer** (water, sewer, or storm drainage) system, including a(n) **8-inch** line and appurtenances situated as follows:

**Approximately 143 LF of sewer main located on 75<sup>th</sup> Place east of 48<sup>th</sup> Avenue NE.**

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$47,753.84**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

**Two properties located in NE Section 28, Township 30 North, Range 5 East. Tax parcel #'s 003798-002-010-00 & 003798-002-012-00.**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$19,624.80**.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$163.54 per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:

THE CITY OF MARYSVILLE:

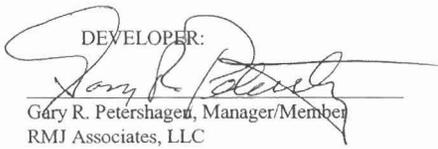
By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By \_\_\_\_\_  
CITY ATTORNEY

  
Gary R. Petershagen, Manager/Member  
RMJ Associates, LLC

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DENNIS L. KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

**For Individual:**

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 \_\_\_\_\_ signed this instrument and acknowledged it to be \_\_\_\_\_ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

**For Representative:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

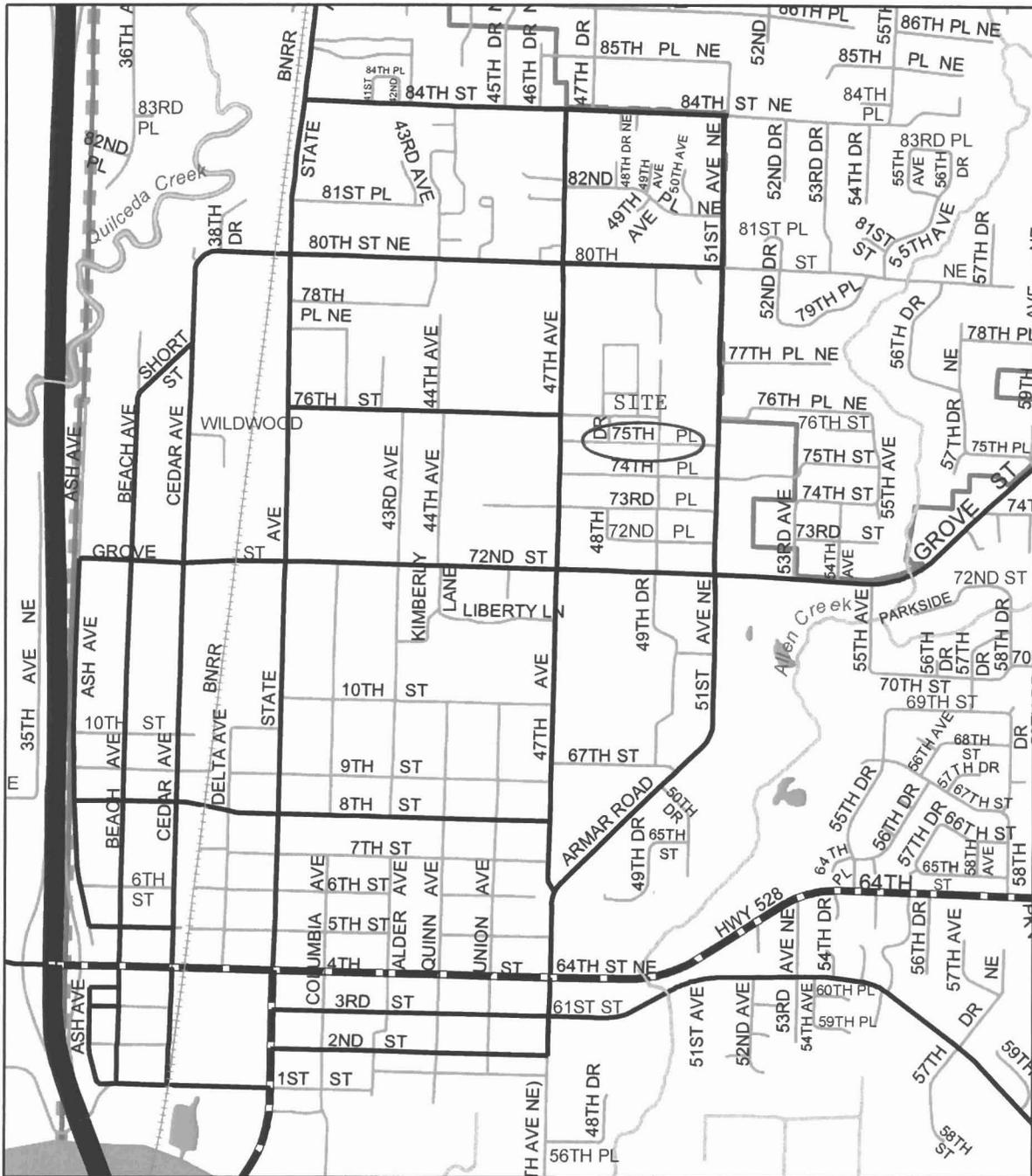
I certify that I know or have satisfactory evidence that Greg Petershagen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of RMJ Associates to be the free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

DATED this 24<sup>th</sup> day of April, 2005.

Belinda Beardley  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville  
My commission expires 6/15/08



Exhibit A




THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.



Exhibit C

75<sup>th</sup> Place NE & 48<sup>th</sup> Avenue NE (Sewer) – RMJ Associates, LLC

	Owner/Address	Parcel	LF	Cost \$163.54/lf	Date Paid
1	Dotson, Wm 4803 75 <sup>th</sup> Place	003798-002-010-00	80	\$13,083.20	
2	Dierck, Paul 4905 75 <sup>th</sup> Place	003798-002-012-00	40	\$6,541.60	
	<b>Subtotal - Recoverable</b>		120	<b>\$19,624.80</b>	
	Developer's Share			\$28,129.04	
	<b>Total Project Cost</b>			<b>\$47,753.84</b>	

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

<b>AGENDA ITEM:</b> Recovery Contract (Water) for Seattle Pacific Homes, Inc.	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Deryl Taylor, Development Services Technician	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Water Recovery Contract</li> <li>• Exhibit A – Vicinity Map</li> <li>• Exhibit B – Parcel Map</li> <li>• Exhibit C – Property/Cost Sheet</li> </ul>	<b>APPROVED BY:</b>	
	MAYOR 	CAO 
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8" water main located on 79<sup>th</sup> Avenue at 57<sup>th</sup> Street for the Plat of Kenley.  
 The recoverable amount of this Recovery Contract is \$18,318.30.

<b>RECOMMENDED ACTION:</b> Public Works and Community Development staff recommends approval.
<b>COUNCIL ACTION:</b>

COVER SHEET

Return Address:

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

(Please print or type information)

Document Title(s): (or transactions contained therein) **Kenley Water  
Recovery Contract for Utility Construction Costs**

Grantor(s): (Last name first, then first name and initials)  
**Seattle Pacific Homes, Inc.  
Yu, John**

Grantee(s): (Last name first, then first name and initials)  
**MARYSVILLE, CITY OF**

Legal description: (abbreviated - i.e., lot, block, plat or section,  
township, range, qtr./qtr.) **79<sup>th</sup> Ave & 57<sup>th</sup> St**

**A portion of the NE Qtr of Section 35, T30N, R5E, W.M., Snohomish  
County, WA.**

Reference Number(s) of Documents assigned or released: **N/A**

Assessor's Property Tax Parcel/Account Number:  
**005907-000-035-00**

The Auditor/Recorder will rely on the information provided on the form.  
The staff will not read the document to verify the accuracy or  
completeness of the indexing information provided herein.

**After Recording Return to:**

CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name  
**Seattle Pacific Homes, Inc.**

Address  
**P.O. Box 123  
Marysville, WA 98270**

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a water (water, sewer, or storm drainage) system, including a(n) 8-inch line and appurtenances situated as follows:

**Approximately 330 LF of 8" offsite water main located on 79<sup>th</sup> Avenue NE north of 57<sup>th</sup> Street NE.**

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$36,694.70, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

**One property located in the NE Quarter of Section 35, Township 30 North, Range 5 East, W.M. Tax parcel #005907-000-035-00.**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$18,318.30.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$55.51 per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

ATTEST:

THE CITY OF MARYSVILLE:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DEVELOPER  


By: \_\_\_\_\_  
CITY ATTORNEY

John Yu, President  
Seattle Pacific Homes, Inc.

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DENNIS L. KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**For Individual:**

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 \_\_\_\_\_ signed this instrument and acknowledged it to be \_\_\_\_\_ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**For Representative or Company:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

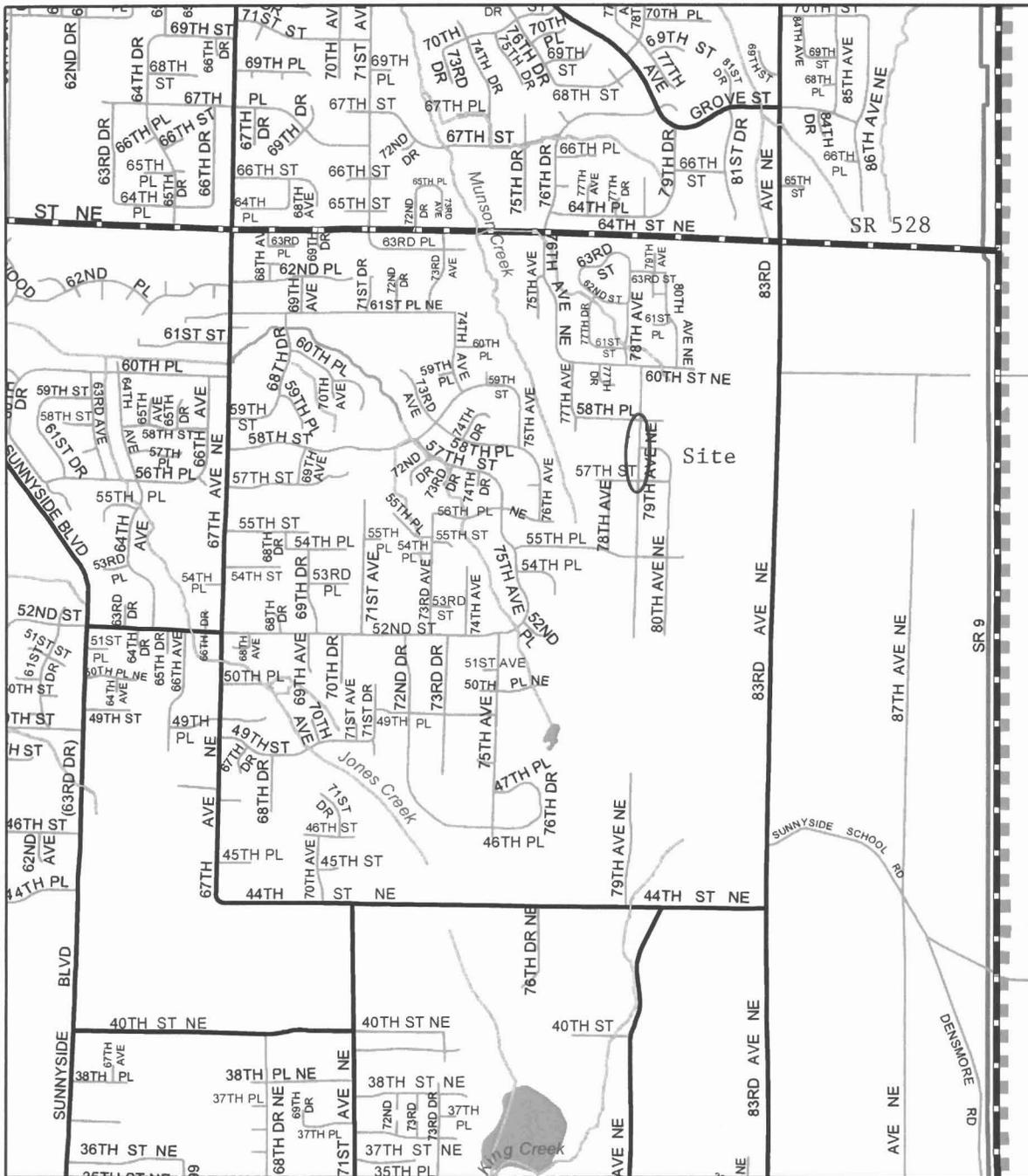
I certify that I know or have satisfactory evidence that John Yu is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the president of Seattle Pacific Homes, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17<sup>th</sup> day of April, 20 07.



Laurie R. Schindler  
Laurie R. Schindler  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Mukilteo  
My commission expires 12-19-09

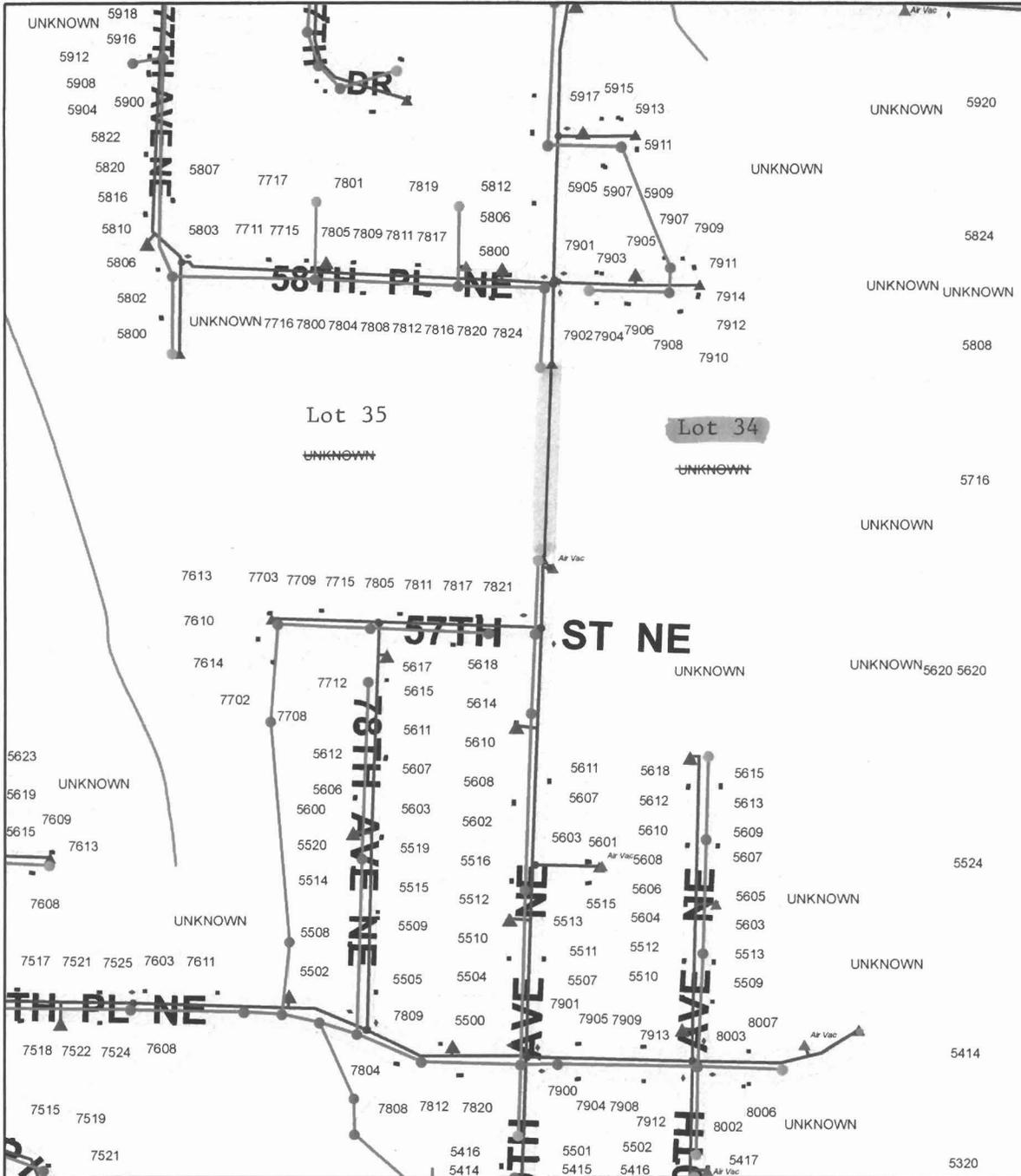
Exhibit A



City limits	Recoveries - areas	Mixed use overlay	Mixed Use	R6.5 Single Family High
Urban growth area	Recoveries - lines	Waterfront overlay	General Industrial	R4.5 Single Family Medium
Deferments	Road	General Commercial	Light Industrial	Public-Institutional
Annexation covenants	Sewer	Downtown Commercial	R28 Multi-Family High	Recreation
New language	Water	Community Business	R18 Multi-Family Medium	Open
FALSE	Main fees	Business Park	R12 Multi-Family Low	Undesignated
TRUE	Sewer	Neighborhood Business	R8 Single Family High Small Lot	
	Water			

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Exhibit B



- |                                 |                     |                          |                      |                            |                                   |
|---------------------------------|---------------------|--------------------------|----------------------|----------------------------|-----------------------------------|
| City Limits                     | Sewer Service Area  | Water Service Area       | Water Pump Stations  | <b>Water Valves - Main</b> | DNR Catchbasins (UGA)             |
| Stormdrain Culverts             | Sewer Cleanouts     | <b>Water Lines</b>       | Water PRVs           | <b>POSITION</b>            | DNR Culverts (County)             |
| Stormdrain Catchbasins          | Sewer Lift Stations | <b>STATUS</b>            | Water Blowoffs       | CLOSED                     | DNR Drain points (UGA)            |
| Stormdrain Manholes             | Sewer Manholes      | EXISTING                 | Water Airvacs        | OPEN                       | DNR Detention facilities (County) |
| Stormdrain Detention Facilities | <b>Sewer Lines</b>  | ABANDONED                | Water Valves - Other | UNKNOWN                    | DNR Cross sections (UGA)          |
| Stormdrain Lines                | <b>STATUS</b>       | Water Meters             | Water Valve Markers  | Water Valve Markers        | DNR Drainage network (UGA)        |
|                                 | EXISTING            | Water Storage Facilities | Water Hydrants       | Water Hydrants             | Adopt-a-stream culverts           |
|                                 | ABANDONED           |                          | Water Sampling Sites | Water Sampling Sites       |                                   |

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Developer's Property  
Benefitting Property  
Water Main

Exhibit C

Plat of Kenley on 79<sup>th</sup> Ave at 57<sup>th</sup> St – Seattle Pacific Homes, Inc.

	Owner/Address	Parcel	LF	Cost \$55.51/lf	Date Paid
1	Hegge, Peter Lot 35	005907-000-035-00	330	\$18,318.30	
	<b>Subtotal - Recoverable</b>		330	<b>\$18,318.30</b>	
	Developer's Share	005907-000-034-01		\$18,376.40	
	<b>Total Project Cost</b>			<b>\$36,694.70</b>	

**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S DEVELOPMENT REGULATIONS RELATED TO LOW IMPACT DEVELOPMENT AND AMENDING CHAPTERS 12.02A, 14.15, 14.16, 14.17, 19.06, 19.16, 19.24, 19.28, 20.12, AND 20.24, AND ESTABLISHING A NEW CHAPTER 19.49, OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise the City's regulations governing development, such as those set forth in the City's Streets and Sidewalks Code (Title 12 MMC), Water and Sewers Code (Title 14 MMC), Zoning Code (Title 19 MMC), and Subdivision Code (Title 20 MMC); and

WHEREAS, the City's Planning Commission is recommending that the City adopt development regulations related to low impact development in order to encourage developers to utilize more flexible land use development approaches, which can result in projects that accomplish the goals of the Comprehensive Plan and that further the public interest of the City and its citizens; and

WHEREAS, the amendments proposed for adoption in this ordinance are consistent with the following required findings of MMC 19.56.030:

- (1) The amendments are consistent with the purposes of the Comprehensive Plan;
- (2) The amendments are consistent with the purpose of Title 19 MMC;
- (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; and

WHEREAS, the Planning Commission discussed the above-referenced amendments during public meetings February 13 and February 27, 2007; and

WHEREAS, after providing notice to the public as required by law, on February 27, 2007, the Marysville Planning Commission held a public hearing on proposed changes to the City's development regulations; and

WHEREAS, at a public meeting on April 14, 2007, the Marysville City Council reviewed and considered the amendments to the City's development regulations proposed by the Marysville Planning Commission; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Community, Trade, and Economic Development as required by RCW 36.70A.106; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by adopting a determination of non-significance for the adoption of the proposed revisions to the City's development regulations;

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

Section 1: Chapter 12.02A MMC is hereby amended by amending Subsection (4) of MMC 12.02A.030, Subsection (1) of MMC 12.02A.090, and Subsection (3) of 12.02A.100 to read as follows:

**12.02A.030 General specifications.**

...

(4) Existing drainage ditches, culverts, etc., shall be kept clean and protected from impacts that may jeopardize their function at all times. Temporary diversion of any drainage system will not be permitted without the consent of the city engineer. Any drainage culvert tile, catch basins, manholes, bioretention facility, pervious pavement, etc., disturbed by excavation or other construction activities shall be replaced with new materials or repaired as directed by the city engineer.

...

**12.02A.090 Frontage improvements required.**

(1) The term “frontage improvements” as used in this section shall refer to the construction, reconstruction, or repair of the following facilities along the full abutting public street frontage of property being developed:

(a) Curbs, gutters, and sidewalks, except that curbs and gutters may be waived by the city engineer when street drainage will be managed via a bioretention facility within the right-of-way. Flow through curbs may be required by the City Engineer;

(b) Underground storm drainage facilities, except that surface facilities may be approved by the city engineer pursuant to MMC 14.15.061;

(c) Patching the street from its preexisting edge to the new curb line;

(d) Overlayment of the existing public street to its centerline.

All such frontage improvements shall be constructed to city specifications.

...

**12.02A.100 Minimum access requirements.**

No development permits or short plats shall be issued or approved by the city for any lot, parcel, or tract which does not comply with the following minimum access requirements:

...

(3) Each and every lot having access to a private road shall have responsibility for maintenance of such private road and associated stormwater drainage facilities unless specifically designated for maintenance by the City.

...

Section 2. Ch. 14.15 MMC is hereby amended by amending MMC 14.15.020 and Subsections (2) and (7) of MMC 14.15.050 and adding MMC 14.15.062 to read as follows:

**14.15.020 Definitions.**

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Words used in the singular include the plural, and the

plural the singular. The words “shall,” “will” and “must” are mandatory; the words “should” and “may” are permissive. When any definition in this chapter conflicts with definitions in the manual or any other ordinance of the city, that which provides more environmental protection shall apply unless specifically provided otherwise in this chapter.

(1) “Adjustment” means a project proposal that has received approval as providing substantially equivalent environmental protection while maintaining the objectives of safety, function, and facility maintenance based upon sound engineering.

(2) “Applicant” means any person who has applied for a development permit or approval.

(3) “Basin plan” means a plan that assesses, evaluates, and proposes solutions to existing and potential future impacts to the beneficial uses of, and the physical, chemical, and biological properties of waters of the state within a basin.<sup>1</sup> A plan should include but not be limited to recommendations for:

(a) Storm water requirements for new development and redevelopment;

(b) Capital improvement projects;

(c) Land use management through identification and protection of critical areas, comprehensive land use and transportation plans, zoning regulations, site development standards, and conservation areas;

(d) Source control activities including public education and involvement, and business programs;

(e) Other targeted storm water programs and activities, such as maintenance, inspections, and enforcement;

(f) Monitoring; and

(g) An implementation schedule and funding strategy.

(4) “Best management practices (BMPs)” refers to the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce pollution of water and have been approved by the engineer. BMPs include, but are not limited to, infiltration, retention and/or detention, dispersion, amended soils, biofiltration facilities, bioretention facilities, open ditches with check dams, filter fabric strips, oil/water separators, wet ponds, constructed wetlands, erosion and sedimentation control, and other treatment/abatement facilities.

(5) “Biofiltration facility” means the simultaneous processes of filtration, absorption, and biological uptake of pollutants in storm water to take place when runoff flows over and through vegetated treatment facilities.

(6) “Bioretention” means a terrestrial-based (upland as opposed to wetland), water quality and water quantity control practice using the chemical, biological, and physical properties of plants, microbes, and soils for removal of pollutants from storm water runoff. Some of the processes that may take place in a bioretention facility include: sedimentation, absorption, filtration, volatilization, ion exchange, decomposition, phytoremediation, bioremediation, and storage capacity. Bioretention may be designed to help mimic predevelopment hydrology.

(7) “City planner” also means community development director.

(8) “Clearing” means the destruction and removal of vegetation by manual, mechanical or chemical methods.

(9) “Comprehensive drainage plan” means a detailed analysis adopted by the city which compares the capabilities and needs for runoff accommodation due to various combinations of development, land use, structural and nonstructural management alternatives. The plan recommends the form, location, and extent of quantity and quality control measures which would

satisfy legal constraints, water quality standards and community standards and identifies the institutional and funding requirements for plan implementation.

(10) “Computations” means calculations, including coefficients and other pertinent data made to determine the drainage plan with flow of water given in cubic feet per second (cfs).

(11) “Construction storm water pollution prevention plan” or “construction SWPPP” means a plan that includes a narrative, drawings, and details for describing construction practices, stabilization techniques, and structural BMPs that are to be implemented to prevent erosion and sedimentation, and control other pollutants at a construction site.

(12) “Conveyance system” means the drainage facilities, both natural and manmade, which collect, contain, and provide for the flow of surface and storm water from the highest points on the land down to a receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The human-made elements of the conveyance system include gutters, ditches, pipes, channels, and most retention/detention facilities.

(13) “Current conditions” means the state, status, or conditions (land use, impervious surfaces, topography, soils, and surface water flows) present of the subject property at the time the analysis is conducted.

(14) “Cut and fill” means the process of earth moving by excavating part of an area and using the excavated material for adjacent embankments or fill areas.

(15) “Department” means the public works or community development department of the city of Marysville, as appropriate for capital or private development projects.

(16) “Design storm” means a rainfall (or other precipitation) event or pattern of events for use in analyzing and designing drainage facilities, specifying both the return period in years and the duration in hours.

(17) “Detention” means the release of storm water runoff from the site at a slower rate than it is collected by the storm water drainage system, the difference being held in temporary storage.

(18) “Detention facility” means an above or below ground facility, such as a pond or tank, that temporarily stores storm water runoff and subsequently releases it at a slower rate than it is collected by the drainage facility system. There is little or no infiltration of stored storm water.

(19) “Developed conditions” means the state, status, or condition of the subject property at the time the proposed project has been completed, which may include existing buildings, impervious areas, and topography as is.

(20) “Developer” means the individual(s) or corporation(s) or governmental agency(ies) applying for the permits or approvals described in MMC 14.15.030.

(21) “Development” means any artificial change to property, including but not limited to building or other structures, mining, dredging, filling, all land-disturbing activities, clearing, grading, landscaping, paving, excavation, or drilling operations, any activity that requires a permit or approval, including but not limited to a building permit, grading permit, shoreline substantial development permit, conditional use permit, unclassified use permit, zoning variance or reclassification, planned unit development, subdivision, short subdivision, master plan development, building site plan, or right-of-way use permit.

(22) “Developmental coverage” means all developed areas within the subject property including but not limited to rooftops, driveways, carports, accessory buildings, parking areas, and any other impervious surfaces. During construction, “development coverage” includes the above in addition to the full extent of any alteration of previously occurring soils, slope, or vegetation due to grading, temporary storage, access areas, or other short-term causes.

(23) “Director of public works” or “director” means the director of the public works department or his/her designee.

(24) “Drainage area” means the watershed (acreage) contributing surface water runoff to and including the subject property.

(25) “Drainage site” means a geographical area that serves a common or combined use including but not limited to shopping malls and strips, condominiums, apartment complexes, office parks, and housing tracts. A site may include one or more parcels and/or include one or more buildings. See also “Development.”

(26) “Drainage system” means the system of collecting, conveying, and storing surface and storm water runoff. Drainage facilities shall include but not be limited to all surface and storm water runoff conveyance and containment facilities including streams, pipelines, channels, ditches, swamps, lakes, wetlands, closed depressions, infiltration facilities, retention/detention facilities, erosion/sedimentation control facilities, and other drainage structures and appurtenances, both natural and manmade.

(27) “Drainage treatment/abatement facilities” means any facilities installed or constructed in conjunction with a drainage plan for the purpose of treating urban runoff to improve water quality, excluding retention or detention facilities.

(28) “Effective impervious area” means those impervious surfaces that are connected via sheet flow or discrete conveyance to a drainage system.

(29) “Engineer” means the city engineer or development services manager, as designated for enforcement of capital or private development activities, of Marysville.

(30) “Environmentally sensitive areas” means areas defined as such by the Marysville sensitive areas ordinance.

(31) “Erosion” means the wearing away of the land surface by running water, wind, ice or other geological agents, including such processes as gravitational creep, and the detachment and movement of soil or rock fragments by water, wind, ice or gravity.

(32) “Erosion and sediment control” means any temporary or permanent measures taken to reduce erosion, control siltation and sedimentation, and ensure that sediment-laden water does not leave the site.

(33) “Excavation” means the mechanical removal of earth material.

(34) “Exception” means relief from specific mandates of a minimum requirement.

(35) “Fill” means a deposit of earth material placed by artificial means.

(36) “Forest practice” means any activity conducted on or directly pertaining to forest land and relating to growing, harvesting, or processing timber, including but not limited to:

(a) Road and trail construction;

(b) Harvesting, final and intermediate;

(c) Pre-commercial thinning;

(d) Reforestation;

(e) Fertilization;

(f) Prevention and suppression of diseases and insects;

(g) Salvage of trees; and

(h) Brush control.

(37) “Grade” means the slope of a road, channel or natural ground, the finished surface of a canal bed, roadbed, top of embankment, or bottom of excavation; any surface prepared for the support of construction such as paving or the laying of a conduit.

(38) “Existing grade” means the grade prior to grading.

(39) “Rough grade” means the stage at which the grade approximately conforms to the approved plan.

(40) “Finish grade” means the final grade of the site, which conforms to the approved plan.

(41) “Grading” or “grading activity” means any excavating, filling, or grading or combination thereof.

(42) “Ground water” means water in a saturated zone or stratum beneath the surface of land or a surface water body.

(43) “Illicit discharge” means all non-storm water discharges to storm water drainage systems that cause or contribute to a violation of state water quality, sediment quality, or ground water quality standards, including but not limited to sanitary sewer connections, industrial process water, interior floor drains, car washing, and gray water systems.

(44) “Impervious areas” means that hard surface area which either prevents or retards the entry of water into the soil mantle and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oil, macadam, or other surfaces which similarly impede the natural infiltration of surface and storm water runoff. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purposes of this chapter.

(45) “Interflow” means that portion of rainfall that infiltrates into the soil and moves laterally through the upper soil horizons until intercepted by a stream channel or until it returns to the surface for example, in a roadside ditch, wetland, spring or seep.

(46) “Land clearing” or “clearing” means the destruction or removal of vegetation from a site by physical, mechanical, chemical or other means. This does not mean mowing, landscape maintenance or pruning consistent with accepted horticultural and arboricultural practices, which does not impair the health or survival of the trees and associated vegetation.

(47) “Land-disturbing activities” means any activity that disturbs or alters land surface including clearing and grading.

(48) “LID Technical Guidance Manual” means the January 2005 Low Impact Development Technical Guidance Manual for Puget Sound, published by the Puget Sound Action Team and the Washington State University Pierce County Extension.

(49) “Lowest floor” means the lowest enclosed area (including basement) of a structure. An area used solely for parking of vehicles, building access, or storage is not considered a building’s lowest floor; provided, that the enclosed area meets all of the structural requirements of the flood hazard standards.

(50) “Manual” refers to the Washington Department of Ecology’s “Storm Water Management Manual for Western Washington,” as amended.

(51) “Native vegetation” means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas fir, western hemlock, western red cedar, alder, big-leaf maple, and vine maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

(52) “Natural location” of drainage systems refers to the location of those channels, swales, and other natural conveyance systems as defined by the first documented topographic contours existing for the subject property, either from maps or photographs, or such other means as appropriate.

(53) “New development” means the following activities: land-disturbing activities; structural development, including construction, installation, or expansion of building or other structures; installation of impervious surfaces, and subdivisions or short plats.

(54) “On-site storm water management BMPs” means site development techniques that serve to infiltrate, disperse, and retain storm water runoff on-site.

(55) “Parcel” means a tract or plot of land of any size, which may or may not be subdivided or improved.

(56) “Permanent erosion and sediment control” means the continuous on-site and off-site control measures that are needed to prevent accelerated erosion, sedimentation or related pollution from occurring after completion of the grading activity or the construction project.

(57) “Permanent storm water control (PSC) plan” means a plan which includes permanent BMPs for the control of pollution from storm water runoff after construction and/or land-disturbing activity has been completed.

(58) “Person” means any individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, agency of the state, or local government unit, however designated.

(59) “Planned residential developments” refers to residential developments which are planned and/or developed in several stages but submitted together for approvals, and which typically consist of clusters of structures interspersed with areas of common open spaces (refer to Chapter 19.48 MMC).

(60) “Pollutant” shall mean any substance which, when added to water, would contaminate or alter the chemical, physical, or biological properties of any waters of the city’s drainage system or of the state. This includes a change in temperature, taste, color, turbidity, or odor of the waters, or such discharge of any liquid, gaseous, solid, radioactive, or other substance into any waters of the city’s drainage system or of the state as will or is likely to create a nuisance. It also includes any substance which renders such waters harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial use, or to livestock, wild animals, birds, fish, or other aquatic life.

(61) “Pollution” means contamination or other alteration of the physical, chemical or biological properties of waters of the state, including change in temperature, taste, color, turbidity, or odor of the waters, or such discharge of any liquid, gaseous, solid, radioactive or other substance into any waters of the state and will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreation or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life.

(62) “Pollution-generating impervious surface (PGIS)” means those impervious surfaces considered to be a significant source of pollutants in storm water runoff. Such surfaces include those which are subject to: vehicular use; industrial activities; or storage of erodible or leachable materials, wastes, or chemicals, and which receive direct rainfall or the run-on or blow-in of rainfall. Erodible or leachable materials, wastes, or chemicals are those substances which, when exposed to rainfall, measurably alter the physical or chemical characteristics of the rainfall runoff. Examples include erodible soils that are stockpiled, uncovered process wastes, manure, fertilizers, oily substances, ashes, kiln dust, and garbage dumpster leakage. Metals roofs are also considered to be PGIS unless they are coated with an inert, nonleachable material (e.g., baked-on enamel coating).

A surface, whether paved or not, shall be considered subject to vehicular use if it is regularly used by motor vehicles. The following are considered regularly used surfaces: roads, unvegetated

road shoulders, bike lanes within the traveled lane of a roadway, driveways, parking lots, unfenced fire lanes, vehicular equipment storage yards, and airport runways.

The following are not considered regularly used surfaces: paved bicycle pathways separated from and not subject to drainage from roads for motor vehicles, fenced fire lanes, and infrequently used maintenance access roads.

(63) "Pollution-generating pervious surface (PGPS)" means any nonimpervious surface subject to use of pesticides, fertilizers, or loss of soil.

(64) "Private drainage system" means drainage systems located on private property and designed to discharge directly as through pipes, channels, etc., or indirectly as sheet flow, subsurface flow, etc., into the city's drainage system.

(65) "Project site" means that portion of a property, properties, or right-of-way subject to land-disturbing activities, new impervious surfaces, or replaced impervious surfaces.

(66) "Public drainage system" means that portion of the drainage system of the city located on public right-of-way, easements or other property owned by the city, and those portions of private drainage systems operated and maintained by the city.

(67) "Receiving waters" means bodies of water or surface water systems receiving water from upstream manmade (or natural) systems. For the purpose of this chapter, receiving waters are Ebey Slough and the Snohomish River.

(68) "Redevelopment" means, on an already developed site, the creation and/or addition of impervious surfaces, structural development including construction, installation, or expansion of a building or other structure, and/or replacement of impervious surface that is not part of a routine maintenance activity, and land-disturbing activities associated with structural or impervious redevelopment.

(69) "Regional" means an action that involves more than one discrete parcel.

(70) "Regional detention facility" means a storm water quantity control structure designed to correct existing surface water runoff problems for all or a portion of a basin or sub-basin. This term is also used when a detention facility is used to detain storm water runoff from a number of different businesses, developments or areas within a catchment.

(71) "Replaced impervious surface" means the removal and replacement of any exterior impervious surfaces or foundation of a structure. Other impervious surfaces are considered replaced if first removed down to bare soil or base course.

(72) "Retention/detention facility (R/D)" means a type of drainage system designed either to hold water for a considerable length of time and then release it by evaporation, plant transpiration and/or infiltration into the ground; or to hold surface and storm water runoff for short period of time and then release it to the surface and storm water management system.

(73) "Sediment" means solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity, or ice from its original site of origin.

(74) "Sedimentation" means the process by which sediment has been transported off the site of the grading activity and settled onto land or the bed of a creek, stream, river, wetland, pond, or other water body.

(75) "Site" means the area defined by the legal boundaries of a parcel or parcels of land subject to new development or redevelopment. For road projects, the length of the project site and the right-of-way boundaries define the site.

(76) "Site plan" means a plan which indicates the character of the existing site, topography, natural drainage features on or adjacent to the site, the location and dimensions of all impervious surfaces, flow arrows indicating the direction of storm water flows on-site, and any off-site flows entering the site, the proposed method of utilizing the existing drainage system.

(77) "Slope" means the degree of deviation of a surface from the horizontal, measured as a numerical ratio, percent, or in degrees. Expressed as a ratio, the first number is the horizontal distance (run) and the second is the vertical distance (rise), as 2:1.

(78) "Soil" means the unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants.

(79) "Source control BMP" means a structure or operation that is intended to prevent pollutants from coming into contact with storm water through physical separation of areas or careful management of activities that are sources of pollutants. A few examples of source control BMPs are erosion control practices, maintenance of storm water facilities, constructing roofs over storage and working areas, and directing wash water and similar discharges to the sanitary sewer or a dead end sump.

(80) "Storm drainage plan" means a plan approved by the city of Marysville which includes either a small parcel or large parcel erosion and sediment control plan and/or a water quality control plan.

(81) "Storm water" means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, or other features of a storm water drainage system into a defined surface waterbody or a constructed infiltration facility.

(82) "Storm Water Management Manual for Western Washington" means the manual prepared by the Department of Ecology that contains BMPs to prevent or reduce pollution.

(83) "Storm water site plan" means the comprehensive report containing all of the technical information and analysis necessary to evaluate a proposed new development or redevelopment project for compliance with storm water requirements. Contents of the storm water site plan will vary with the type and size of the project, and individual site characteristics. It includes a construction storm water pollution prevention plan (construction SWPPP) and a permanent storm water control plan (PSC plan).

(84) "Subject property" means the tract of land which is the subject of the permit and/or approval action.

(85) "Surface water" means the naturally occurring water that flows over or is stored on the earth's surface.

(86) "Temporary erosion control" means the on-site and off-site control measures that are needed during construction activities to prevent accelerated erosion, sedimentation or related pollution from occurring, but may not be needed when the project is completed or when ground conditions have been stabilized by permanent erosion control measures.

(87) "Threshold discharge area" means an on-site area draining to a single natural discharge location or multiple natural discharge locations that combine within one-quarter mile downstream (as determined by the shortest flowpath).

(88) "Total maximum daily load (TMDL)" means a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources.

(89) "Undeveloped conditions" means the state, status, or condition of the subject property prior to any development of the property that has occurred, which may include trees, pastures, meadows, or native features.

(90) "Uncontaminated" means water that has not come into contact with illicit discharges.

(91) "Waterbody" means surface waters including rivers, streams, lakes, marine waters, estuaries and wetlands.

(92) “Water quality control plan (WQCP)” means a plan which includes permanent BMPs for the control of pollution from storm water runoff after construction and/or land-disturbing activity has been completed.

(93) “Water quality design flow rate” means:

(a) Preceding detention facilities or when detention facilities are not required: that rate at or below which 91 percent of the runoff volume, as estimated by an approved continuous runoff model, will be treated.

(b) Downstream of detention facilities: the full two-year release rate from the detention facility.

(94) “Water quality design storm” means the 24-hour rainfall amount with a six-month return frequency. It is commonly referred to as the six-month, 24-hour design storm.

(95) “Water quality design storm volume” means the volume of runoff predicted from a 24-hour storm with a six-month return frequency.

(96) “Watershed” means a geographic region within which water drains into a particular river, stream, or body of water as identified and numbered by the State of Washington Water Resource Inventory Areas (WRIAs) as defined in Chapter 173-500 WAC or succeeding regulation.

(97) “Wetland” or “wetlands” means areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. “Wetlands” generally include swamps, marshes, bogs, and similar areas. “Wetlands” do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities. However, “wetlands” include those artificial wetlands intentionally created to mitigate conversion of wetlands. See the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (January, 1987) for more information.

#### **14.15.50 Minimum requirements.**

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(2) Minimum Requirement No. 2: Construction Storm Water Pollution Prevention (SWPP). All new development and redevelopment shall comply with construction SWPP elements numbers. 1 through 12 below.

(a) Projects in which the new, replaced, or new plus replaced impervious surfaces total 2,000 square feet or more or disturb 7,000 square feet or more of land must prepare a construction SWPP plan (SWPPP) as part of the storm water site plan. Each of the 12 elements must be considered and included in the construction SWPPP unless the director decides that site conditions render the element unnecessary and the exemption from that element is clearly justified in the narrative of the SWPPP.

(b) Projects that add or replace less than 2,000 square feet of impervious surface or disturb less than 7,000 square feet of land are not required to prepare a construction SWPPP but must consider all of the 12 elements of construction stormwater pollution prevention and develop controls for all elements that pertain to the project site.

(c) Element 1: Mark Clearing Limits.

(i) Prior to beginning land disturbing activities, including clearing and grading, all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area should be clearly marked, both in the field and on the plans, to prevent damage and off-site impacts.

- (ii) Plastic, metal, or stake wire fence may be used to mark the clearing limits.
- (d) Element 2: Establish Construction Access.
  - (i) Access Limited. Construction vehicle access and exit shall be limited to one route if possible.
  - (ii) Tracking Sediment. Access points shall be stabilized with quarry spall or crushed rock to minimize the tracking of sediment onto public roads.
  - (iii) Wheel Wash. Wheel wash or tire baths should be located on-site, if applicable.
  - (iv) Clean Public Roads. Public roads shall be cleaned thoroughly at the end of each day. Sediment shall be removed from roads by shoveling or pickup sweeping and shall be transported to a controlled sediment disposal area. Street washing will be allowed only after sediment is removed in this manner.
  - (v) Street Wash Water. Street wash wastewater shall be controlled by pumping back on-site, or otherwise be prevented from discharging into systems tributary to state surface waters.
- (e) Element 3: Control Flow Rates.
  - (i) General. Properties and waterways downstream from development sites shall be protected from erosion due to increases in the volume, velocity, and peak flow rate of storm water runoff from the project site.
  - (ii) Downstream Analysis. Downstream analysis is necessary if changes in flows could impair or alter conveyance systems, stream banks, bed sediment or aquatic habitat.
  - (iii) BMPs Functional. Storm water retention/detention facilities shall be constructed as one of the first steps in grading. Detention facilities shall be functional prior to construction of site improvements (e.g., impervious surfaces).
  - (iv) Additional Flow Standards. The director may require pond designs that provide additional or different storm water flow control if necessary to address local conditions or to protect properties and waterways downstream from erosion due to increases in the volume, velocity, and peak flow rate of storm water runoff from the project site.
  - (v) Permanent Infiltration Ponds. If permanent infiltration ponds are used for flow control during construction, these facilities should be protected from siltation during the construction phase.
- (f) Element 4: Install Sediment Controls.
  - (i) Native Vegetation and Soils. The duff layer, native top soil, and native vegetation shall be retained in an undisturbed state to the maximum extent practicable. Duff and native top soil should be retained and reused on site to the maximum extent practicable. Where retention and reuse is not feasible or when existing site soils are disturbed, areas not intended for impervious surfaces, pervious paving, or within the dripline of preserved trees shall be amended with four inches of well-composted organic matter mixed into the top eight inches of soil or should have an organic content of between 8 and 13 percent dry weight and a pH suitable for proposed plantings. Deeper soil amendment will provide improved growing medium and increased water holding capacity.
  - (ii) Sediment Removal BMP. Prior to leaving a construction site, or prior to discharge to an infiltration facility, storm water runoff from disturbed areas shall pass through a sediment pond or other appropriate sediment removal BMP. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must meet the flow control performance standard of element no. 3. Full stabilization means concrete or asphalt paving; quarry spalls used as ditch lining; or the use of rolled erosion products, a bonded fiber matrix product, or vegetative cover in a manner that will fully prevent soil erosion. The director shall inspect and approve areas stabilized by means other than pavement or quarry spalls.

(iii) BMPs Functional. Sediment ponds, vegetated buffer strips, sediment barriers or filters, dikes, and other BMPs intended to trap sediment on-site shall be constructed as one of the first steps in grading. These BMPs shall be functional before other land disturbing activities take place.

(iv) Seeding. Earthen structures such as dams, dikes, and diversions shall be seeded and mulched according to the timing indicated in element no. 5.

(g) Element 5: Stabilize Soils.

(i) General. All exposed and unworked soils shall be stabilized by application of effective BMPs that protect the soil from the erosive forces of raindrop impact and flowing water, and wind erosion.

(ii) Applicable Practices. Applicable practices include, but are not limited to, temporary and permanent seeding, sodding, mulching, plastic covering, soil application of polyacrylamide (PAM), early application of gravel base on areas to be paved, and dust control.

(iii) Soil Stabilization. Soil stabilization measures selected should be appropriate for the time of year, site conditions, estimated duration of use, and potential water quality impacts that stabilization agents may have on downstream waters or ground water.

(iv) Soil Stockpiles. Soil stockpiles must be stabilized and protected with sediment trapping measures.

(v) Linear Facilities. Work on linear construction sites and activities, including right-of-way and easement clearing, roadway development, pipelines, and trenching for utilities, shall not exceed the capability of the individual contractor for his portion of the project to install the bedding materials, roadbeds, structures, pipelines, and/or utilities, and to restabilize the disturbed soils, meeting the timing conditions listed above in subsection (2)(g)(ii) of this section.

(h) Element 6: Protect Slopes.

(i) Cut and Fill Slopes. Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion.

(ii) Soil Types. Consider soil type and its potential for erosion.

(iii) Runoff Velocities. Reduce slope runoff velocities by reducing the continuous length of slope with terracing and diversions, reduce slope steepness, and roughen slope surface.

(iv) Diverted Flows. Divert upslope drainage and run-on waters from off-site with interceptors at top of slope. Off-site storm water should be handled separately from storm water generated on the site. Diversion of off-site storm water around the site may be a viable option. Diverted flows shall be redirected to the natural drainage location at or before the property boundary.

(v) Collected Flows. Contain downslope collected flows in pipes, slope drains, or protected channels.

(vi) Ground Water. Provide drainage to remove ground water intersecting the slope surface of exposed soil areas.

(vii) Excavation. Excavated material shall be placed on the uphill side of trenches, consistent with safety and space considerations.

(viii) Check Dams. Check dams shall be placed at regular intervals within trenches that are cut down a slope.

(ix) Stabilize Soils. Stabilize soils on slopes, as specified in element no. 5.

(i) Element 7: Protect Drain Inlets.

(i) General. All storm drain inlets made operable during construction shall be protected so that storm water runoff shall not enter the conveyance system without first being filtered or treated to remove sediment.

(ii) Roads. All approach roads shall be kept clean, and all sediment and street wash water shall not be allowed to enter storm drains without prior and adequate treatment unless treatment is provided before the storm drain discharges to waters of the state.

(j) Element 8: Stabilize Channels and Outlets.

(i) General. All temporary on-site conveyance channels shall be designed, constructed and stabilized to prevent erosion from the expected velocity of flow from a two-year, 24-hour frequency storm for the developed condition.

(ii) Stabilization. Stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes and downstream reaches shall be provided at the outlets of all conveyance systems.

(k) Element 9: Control Pollutants.

(i) General. All pollutants, including waste materials and demolition debris, that occur on-site during construction shall be handled and disposed of in a manner that does not cause contamination of storm water.

(ii) Vandalism. Cover, containment, and protection from vandalism shall be provided for all chemicals, liquid products, petroleum products, and noninert wastes present on the site.

(iii) Equipment Maintenance. Maintenance and repair of heavy equipment and vehicles involving oil changes, hydraulic system drain down, solvent and degreasing cleaning operations, fuel tank drain down and removal, and other activities which may result in discharge or spillage of pollutants to the ground or into storm water runoff must be conducted using spill prevention measures, such as drip pans. Contaminated surfaces shall be cleaned immediately following any discharge or spill incident. Emergency repairs may be performed on-site using temporary plastic placed beneath and, if raining, over the vehicle.

(iv) Wheel Wash. Wheel wash, or tire bath wastewater, shall be discharged to a separate on-site treatment system. It may be discharged to the sanitary sewer system only if expressly allowed by the local sewer district authority.

(v) Agricultural Chemicals. Application of agricultural chemicals, including fertilizers and pesticides, shall be conducted in a manner and at application rates that will not result in loss of chemical to storm water runoff. Manufacturers' recommendations shall be followed for application rates and procedures.

(vi) pH Management. Management of pH-modifying sources shall prevent contamination of runoff and storm water collected on the site. These sources include, but are not limited to, bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, and concrete pumping and mixer washout waters.

(l) Element 10: Control Dewatering.

(i) General. All foundation, vault, and trench dewatering water, which have similar characteristics to storm water runoff at the site, shall be discharged into a controlled conveyance system, prior to discharge to a sediment trap or sediment pond. Channels must be stabilized, as specified in element no. 8.

(ii) Clean Water. Clean, nonturbid dewatering water, such as well-point ground water, can be discharged to systems tributary to state surface waters, as specified in element no. 8, provided the dewatering flow does not cause erosion or flooding of the receiving waters. These clean waters should not be routed through sediment ponds with storm water.

(iii) Contaminated Water. Highly turbid or otherwise contaminated dewatering water, such as from construction equipment operation, clamshell digging, concrete tremie pour, or work inside a cofferdam, shall be handled separately from storm water at the site.

(iv) Other Disposal Options. Depending on site constraints, dewatering may include: infiltration; transport off-site in vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters; on-site treatment using chemical treatment or other suitable treatment technologies; or sanitary sewer discharge with (local sewer district approval) approval if there is no other option.

(m) Element 11: Maintain BMPs.

(i) General. All temporary and permanent erosion and sediment control BMPs shall be maintained and repaired as needed to assure continued performance of their intended function. All maintenance and repair shall be conducted in accordance with BMPs.

(ii) Inspection. Sediment control BMPs shall be inspected weekly or after a runoff-producing storm event during the dry season and daily during the wet season.

(iii) Remove BMPs. All temporary erosion and sediment control BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized on-site. Disturbed soil areas resulting from removal of BMPs or vegetation shall be permanently stabilized.

(n) Element 12: Manage the Project.

(i) Phasing of Construction. Development projects shall be phased where feasible in order to prevent, to the maximum extent practicable, the transport of sediment from the project site during construction. Revegetation of exposed areas and maintenance of that vegetation shall be an integral part of the activities for any phase. Clearing and grading activities for developments shall be permitted only if conducted pursuant to an approved site development plan (e.g., subdivision approval) that establishes permitted areas of clearing, grading, cutting, and filling. When establishing these permitted clearing and grading areas, consideration should be given to minimizing removal of existing trees and minimizing disturbance/compaction of native soils except as needed for building purposes. These permitted clearing and grading areas and any other areas required to preserve critical or sensitive areas, buffers, native growth protection easements, or tree retention areas as may be required by the director, shall be delineated on the site plans and the development site.

(ii) Coordination with Other Contractors. The primary project applicant shall evaluate, with input from utilities and other contractors, the storm water management requirements for the entire project, including the utilities, when preparing the construction SWPPP.

(iii) Inspection. All BMPs shall be inspected, maintained, and repaired as needed to assure continued performance of their intended function.

(A) Certified Professional. A certified professional in erosion and sediment control shall be identified in the construction SWPPP and shall be on-site or on-call at all times. Certification may be through the Washington State Department of Transportation/Associated General Contractors (WSDOT/AGC) Construction Site Erosion and Sediment Control Certification Program or any equivalent local or national certification and/or training program.

(B) Sampling. Sampling and analysis of the storm water discharges from a construction site may be necessary on a case-by-case basis to ensure compliance with standards. Monitoring and reporting requirements may be established by the director when necessary.

(C) Modify SWPPP. Whenever inspection and/or monitoring reveals that the BMPs identified in the construction SWPPP are inadequate, due to the actual discharge of or potential to discharge a significant amount of any pollutant, the SWPPP shall be modified, as appropriate, in a timely manner.

(iv) Construction SWPPP. The construction SWPPP shall be retained on-site or within reasonable access to the site. The construction SWPPP shall be modified whenever there is a significant change in the design, construction, operation, or maintenance of any BMP.

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(7) Minimum Requirement No. 7: Flow Control.

(a) Applicability.

(i) Flow Control. Projects must provide flow control to reduce the impacts of storm water runoff from impervious<sup>2</sup> surfaces and land cover conversions. The requirement below applies to projects that discharge storm water directly, or indirectly, through a conveyance system, into fresh water, except for discharges into a wetland. (See minimum requirement no. 8 for flow control requirements applicable to discharges to wetlands.)

(ii) Exempt Areas. The director may petition the Department of Ecology to exempt projects in certain areas provided those areas also meet the following criteria:

(A) The area must be drained by a conveyance system that is comprised entirely of manmade conveyance elements (e.g., pipes, ditches, outfall protection, etc.) and extends to the ordinary high water line of the receiving water; and

(B) Any erodible elements of the manmade conveyance system for the area must be adequately stabilized to prevent erosion; and

(C) Surface water from the area must not be diverted from or increased to an existing wetland, stream, or near-shore habitat sufficient to cause a significant adverse impact.

(b) Thresholds. The following require construction of flow control facilities and/or land use management BMPs that will achieve the standard requirement for western Washington (see subsection (7)(c) of this section):

**Table 14.15.050(7)(b)**

<b>Flow Control Requirements by Threshold Discharge Area</b>		
	<b>Flow Control Facilities</b>	<b>On-Site Storm Water Management BMPs</b>
< 3/4 acres conversion to lawn/landscape, or < 2.5 acres to pasture		
> 3/4 acres conversion to lawn/landscape, or > 2.5 acres to pasture		
< 10,000 square feet of effective impervious area		
> 10,000 square feet of effective impervious area		
> 0.1 cubic feet per second increase in the 100-year flood frequency		

(i) Projects in which the total of effective impervious surfaces is 10,000 square feet or more in a threshold discharge area; or

(ii) Projects that convert three-quarters acres or more of native vegetation to lawn or landscape, or convert 2.5 acres or more of native vegetation to pasture in a threshold discharge area, and from which there is a surface discharge in a natural or manmade conveyance system from the site; or

(iii) Projects that through a combination of effective impervious surfaces and converted pervious surfaces, cause a 0.1 cubic feet per second increase in the 100-year flow frequency from a threshold discharge area as estimated using the Western Washington Hydrology Model or other model authorized by the director.

(iv) That portion of any development project in which the above thresholds are not exceeded in a threshold discharge area shall apply on-site storm water management BMPs in accordance with minimum requirement no. 5.

(c) Standard Requirement.

(i) Peak Flows. Storm water discharges shall match developed discharge durations to predeveloped durations for the range of predeveloped discharge rates from 50 percent of the two-year peak flow up to the full 50-year peak flow.

(ii) Predeveloped Condition. The predeveloped condition to be matched shall be a forested land cover unless reasonable, historic information is provided that indicates the site was prairie prior to settlement (modeled as “pasture” in the Western Washington Hydrology Model). This standard requirement is waived for sites that will reliably infiltrate all the runoff from impervious surfaces and converted pervious surfaces.

(d) Flow Control Facility Selection, Design, and Maintenance. Flow control facilities shall be selected, designed, and maintained in accordance with the manual.

(e) The base of a permanent infiltration systems shall be a minimum of three feet above the seasonal high ground-water mark, except if bioretention swales or cells are used for infiltration, a minimum of one-foot clearance between the bottom of the bioretention soil (or any underlying gravel layer) and the seasonal high groundwater elevation or other permeable layer is allowed for bioretention facilities meeting the following tributary area limitations:

- (i) 5,000 square feet of pollution-generating impervious surface; or
- (ii) 10,000 square feet of impervious area; or
- (iii) ¼ acres of lawn and landscape.

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**14.15.062 Low impact development (LID) – alternative drainage standards.**

Low impact BMPs are an alternative to conventional stormwater management systems that rely on detention ponds and closed conveyance. Instead, low impact development is intended to manage runoff close to the source of generation and to mimic the pre-developed hydrologic condition of a site. This is accomplished first through minimizing the impervious surface coverage and second by managing runoff through dispersion, infiltration, evapo-transpiration, or a combination of these approaches. Use of LID BMPs may reduce or eliminate the need for conventional detention facilities. A variety of BMPs to minimize impervious surfaces and to manage stormwater have been developed and tested for use in Western Washington. These BMPs and the overall LID approach are described in the LID Guidance Manual.

The menu of LID BMPs identified in the LID Guidance Manual are accepted for use in stormwater site plans to address the minimum requirements for flow control and runoff treatment in MMC 14.15.060, subject to the specifications, performance standards, and design criteria in the LID Guidance Manual, review and approval under this chapter, Chapter 19.49 MMC, as applicable, and the requirements and limitations below.

(1) The city engineer may approve the following LID BMPs to meet water quality treatment requirements:

(a) Full dispersion. Sites that are approved for full dispersion, consistent with the standards in the Technical Guidance Manual, are not required to provide water quality treatment.

(b) Bioretention. Any stormwater runoff that infiltrates through the imported soil mix in an approved bioretention facility will have received the equivalent of enhanced treatment. Where bioretention is intended to fully meet treatment requirements, facilities shall be designed, using an approved continuous runoff model, to infiltrate 60 percent of the developed two-year peak flow.

(2) In addition to the requirements in MMC 14.15.065, applicants for LID BMPs shall provide a site assessment. The site assessment shall include the following, unless waived or modified by the city engineer:

(a) A mapped inventory of existing vegetation and description of tree cover and understory;

(b) A mapped inventory of wetlands and streams and required buffers under Chapter 19.24 MMC on the site;

(c) A survey prepared by a registered land surveyor or other licensed professional to conduct surveys showing existing development, including utility infrastructure, on and adjacent to the site, major and minor hydrologic features, including seeps, springs, closed depression areas, drainage swales, and topographic relief at two-foot contours;

(d) The location of all existing and proposed lot lines and easements;

(e) A soils report by a licensed geotechnical engineer or licensed engineering geologist. The report shall identify:

(i) Underlying soils on the site, utilizing soil pits and soil grain analysis to assess infiltration capability. The frequency and distribution of test pits shall be adequate to direct placement of the roads and structures away from soils that can most effectively infiltrate stormwater;

(ii) Topographic features that may act as natural stormwater storage or conveyance and underlying soils that provide opportunities for storage and partial infiltration;

(iii) Depth to groundwater;

(iv) Landslide hazard areas on the site and the distance to slopes over 25 percent or landslide hazard areas within 500 feet of the site;

(f) Flood hazard areas on or adjacent to the site;

(g) SEPA Environmental Checklist.

(3) Additional studies may be required to address potential impacts to down-slope properties.

(4) Restrictions on conversion of drainage facilities shall be recorded on the face of the plat.

(5) A covenant shall be recorded with the Snohomish County auditor's office for each lot containing or served by bioretention facilities in a form approved by the city attorney. The covenant shall identify requirements and liability for preservation and maintenance of low impact development facilities approved under this chapter and privately held in individual or undivided ownership or intended for public ownership.

(6) An easement shall be granted for City access to low-impact development facilities on private property to allow inspection, maintenance, and repair.

Section 3. Ch. 14.16 MMC is hereby amended by amending MMC 14.16.015 and 14.16.040 to read as follows:

**14.16.015 Developer-installed storm water facilities located in city right-of-way.**

The city may assume the operation and full or partial maintenance of developer-installed

retention/detention or other drainage type treatment/abatement facilities located in the city right-of-way or on city-owned property after the expiration of the two-year operation and maintenance period if:

- (1) All the requirements of this chapter have been fully complied with;
- (2) The facilities have been inspected and approved by the engineer after two years of operation.

**14.16.040 Connections required.**

(1) The owner of any property which is not connected to the public storm drainage system shall be required to extend any storm drainage line which is within 200 feet of the property, and to connect to and use the same for all developed portions of the property, under any of the following circumstances:

- (a) As a condition of final approval of a subdivision;
- (b) As a condition of final approval of a short subdivision;
- (c) As a condition of final approval of a binding site plan for any mobile home park, condominium, planned unit development, industrial park or shopping center;
- (d) As a condition of any building, grading, paving or other development approval, including rezones or conditional use permits, which will have a significant adverse impact upon storm drainage; as determined by the public works director or designee.

(2) The public works director or designee may waive the requirement of subsection (1) of this section on the following grounds:

- (a) If the public works director or designee finds that the capacity or condition of the existing public storm-drainage system is insufficient or inadequate to serve the subject property; or
- (b) If the public works director or designee finds that it would cause a practical difficulty to require the connection of the subject property to the public storm drainage system by reason of circumstances which are unique to the property and not generally shared by other properties in the vicinity; or
- (c) If the public works director or designee finds that proposed on-site stormwater BMPs are adequate under the requirements of this Title.

No such waiver shall be granted which would be detrimental to the public health, safety, welfare or environment, or which would be inconsistent with the long-range plans for the public storm drainage system. In all cases where a waiver is granted, the property owner shall be required to strictly comply with storm water retention/detention requirements of Chapter 14.15 MMC.

The decision of the public works director or designee regarding such waivers shall be final, subject to appeal to the city council; provided, that in cases where a property owner has applied for development approval which is to be ruled upon by the city council itself, waivers referred to herein shall be determined by the city council after taking into consideration the recommendation of the city engineer.

Section 4, Ch. 14.17 MMC is hereby amended by adding a new section MMC 14.17.035 and amending MMC 14.17.090 to read as follows:

**14.17.035 Maintenance of bioretention facilities.**

(1) Bioretention cells and swales which are located on private property or in public street rights-of-way shall be cleaned, maintained and protected in continuous compliance with the

standards and specifications of the city and any recorded maintenance agreements. Responsibility for such work shall be borne by the owner of the underlying property or, in the case of facilities within the public right-of-way, responsibility for such work shall be born by the City.

(2) Property owners shall inspect approved bioretention facilities annually. Routine maintenance such as trash removal, weeding, mulching and pruning of bioretention areas and swales shall be performed in accordance with the maintenance requirements outlined in the most current edition of the LID Technical Guidance Manual for Puget Sound as needed, but at least once yearly or as specified in City standards, maintenance specifications or any recorded maintenance agreements.

(3) The city shall inspect approved bioretention facilities on an annual basis and monitor the ongoing function of both private and public facilities. Routine maintenance such as trash removal, weeding, mulching and pruning of bioretention areas and swales shall be performed on public facilities in accordance with the maintenance requirements outlined in the most current edition of the LID Technical Guidance Manual for Puget Sound as needed, but at least once yearly or as specified in City standards, maintenance specifications, or any recorded maintenance agreements.

(4) No person shall cause or permit bioretention areas to be obstructed, filled, graded, or used for disposal of debris.

(5) If an LID facility required to be maintained by a private property owner fails to perform as designed due to lack of maintenance, the City has the authority to perform the necessary maintenance, and recoup the costs incurred.

(6) The city shall enforce the provisions of this section pursuant to the procedures specified in MMC 14.17.040 through 14.17.080.

#### **14.17.090 Exemptions.**

(1) Storm water facilities owned and maintained by the Washington State Department of Transportation in state highway rights-of-way which are regulated by and meet the requirements of Chapter 173-270 WAC, the Puget Sound Highway Runoff Program, are exempted from the requirements of this chapter.

(2) Except as specified by covenant or other instrument recorded on the title of adjacent property, storm water facilities located in city of Marysville rights-of-way shall be maintained by the city and are exempted from the requirements of this chapter.

(3) Requests for exemption shall be filed in writing with the public works director or designee and shall adequately detail the basis for granting an exemption.

(4) The decision of the public works director or designee concerning a request for an exemption shall be made in writing for review of the city council.

(5) The decision of the public works director or designee, as to an exemption or denial thereof, may be appealed to the city council by filing written notice of appeal with the city clerk within 10 days of service of the public works director or designee's decision.

Section 5. Ch. 19.06 MMC is hereby amended by adding MMC 19.06.054 and amending MMC 19.06.268 and 19.06.343 to read as follows:

#### **19.06.054 Best Management Practice (BMP)**

“Best management practices (BMPs)” refers to the schedules of activities, prohibitions of practices, maintenance procedures, and, structural, and/or managerial practices, that when used

singly or in combination, prevent or reduce pollution of water and have been approved by the engineer. BMPs include, but are not limited to, infiltration, retention and/or detention, dispersion, amended soils, biofiltration facilities, bioretention facilities, open ditches with check dams, filter fabric strips, oil/water separators, wet ponds, constructed wetlands, erosion and sedimentation control, and other treatment/abatement facilities.

**19.06.268 Impervious surface.**

“Impervious surface” means any nonvertical surface artificially covered or hardened so as to prevent or impede the percolation of water into the soil mantle including, but not limited to, roof tops, swimming pools, paved or graveled roads or parking areas and excluding landscaping and surface water retention/detention facilities. Low impact development methods including, but not limited to, pervious pavement systems, green roofs and the area within minimal excavation foundations may reduce impervious area subject to consistency with the Low Impact Development Technical Guidance Manual for Puget Sound and approval of the city engineer.

**19.06.343 Net project area.**

“Net project area” means the gross project area minus floodplains, utility easements 30 feet wide or greater, publicly owned community facility land and right-of-way, stormwater detention facility tracts or easements (unless underground and usable for recreation), private roads or access easements, panhandles, and nontransferable critical areas (e.g. stream channels) per MMC 19.24.370. If stormwater detention areas are designed and constructed to meet low impact development standards, 50% of the area used for detention may be counted as net project area.

Section 6. Ch 19.16 MMC is hereby amended by amending Subsection (4) of MMC 19.16.080 and MMC 19.16.100 and adding a new section MMC 19.16.115 to read as follows:

**19.16.080 Descriptions of screens and landscaping types.**

...

(4) Parking Area Landscaping, Type D. Landscaping that provides shade and visual relief while maintaining clear sight lines within parking areas. Planting areas should contain a mixture of evergreen and deciduous trees, shrubs and groundcover in planting islands or strips having an area of at least 75 square feet and narrow dimension of no less than five feet. Suggested planting patterns which will achieve this standard are included in administrative guidelines prepared by the planning department.

...

**19.16.100 Landscaping requirements for parking and outdoor display areas.**

(1) Parking area, or outdoor storage areas fronting on a street right-of-way shall provide a landscaped buffer, in accordance with Table 1, along the entire street frontage except for driveways; provided, that the plantings shall not obstruct the sight distance at street intersections.

(2) Additional plantings may be placed on street rights-of-way behind the sidewalk line if the property owner provides the city with a written release of liability for damages which may be incurred to the planting area from any public use or right-of-way.

(3) Ten percent of the parking area, in addition to the required buffers above, shall be landscaped with Type D landscaping; provided that:

- (a) No parking stall shall be located more than 45 feet from a landscaped area;
- (b) All landscaping must be located between parking stalls, between rows of stalls, or at

the end of parking columns. The use of strips or islands as bioretention swales or cells is encouraged, subject to approval by the city engineer. No landscaping which occurs between the parking lot and a building or recreation area shall be considered in the satisfaction of these requirements;

(c) A minimum of one tree for every 120 square feet of required internal landscaped area shall be dispersed throughout the internal landscaped areas. Some trees may be grouped, but the groupings should be dispersed. Existing trees may be used to meet this standard. If existing trees are retained, each tree six inches or less in diameter counts as one tree. All trees will have a minimum diameter of three inches. Trees between six inches and nine inches in diameter counts as two trees. Each additional three inch diameter increment above nine inches counts as one tree;

(d) Parking lots containing less than 20 parking spaces need provide only perimeter screening to satisfy the 10 percent area requirements;

(e) All landscaped areas shall be protected from vehicle damage by a six-inch protective curbing. Wheel stops may be substituted when required to allow stormwater to pass;

(f) The landscaping requirements of this section may be modified if a development is located in an area where a special streetscape plan has been approved by the city.

#### **19.16.115 Landscaping – Soil amendment.**

All landscaped and lawn areas, except areas within the dripline of preserved trees, shall be amended with four inches of well-composted organic matter mixed into the top eight inches of soil or shall have an organic content of between 8 and 13 percent dry weight and a pH suitable for proposed plantings. Deeper soil amendment will provide improved growing medium and increased water holding capacity.

Section 7. Ch 19.24 MMC is hereby amended by amending Subsection (10) of MMC 19.24.100 and Subsection (9) of MMC 19.24.230 to read as follows:

#### **19.24.100 Wetland buffer areas.**

...

(10) Stormwater management facilities, such as biofiltration swales and dispersion facilities, may be located within the outer 25 percent of wetland buffers only if they will have no negative effect on the functions and purpose the buffers serve for the wetland or on the hydrologic conditions, hydrophytic vegetation, and substrate characteristics necessary to support existing and designated beneficial uses.

...

#### **19.24.230 Fish and wildlife habitat buffer areas.**

...

(9) Stormwater management facilities, such as biofiltration swales and dispersion facilities, may be located within the outer 25 percent of buffers only if they will have no negative effect on the functions and purpose the buffers serve for the fish and wildlife habitat areas. Stormwater detention ponds shall not be allowed in fish and wildlife habitat areas or their required buffers.

...

Section 8. Ch 19.28 MMC is hereby amended by amending Subsection (2)(g) of MMC 19.28.030 to read as follows:

**19.28.030 Minimum standards.**

... (2) Grading. The following are the minimum standards for grading unless otherwise modified by an approved grading plan:

(g) The duff layer and native topsoils shall be retained in an undisturbed state to the maximum extent practicable in areas not intended for building pads, access ways or other impervious surfaces.

...

Section 9. Ch 20.12 MMC is hereby amended by amending Subsection (2) of MMC 20.12.010 to read as follows:

**20.12.010 Preapplication requirements.**

...

(2) Preliminary Drawing.

(a) The applicant shall provide an accurate preliminary drawing to scale showing lot layout, existing and proposed building location, size, access, utilities, open space, water sources, adjacent land use, and five-foot contours. This drawing must be provided before a pre-application meeting will be scheduled.

(b) If low-impact development techniques, including bioretention, dispersion or infiltration are proposed to manage stormwater, the applicant shall provide a site assessment consistent with the requirements in MMC 14.15.061.

(c) The applicant shall also provide a legal description of the property and a vicinity map.

...

Section 10. Ch 20.24 MMC is hereby amended by amending Subsections (2) and (3) of MMC 20.24.070, Subsection (4) of MMC 20.24.090, Subsection (1) of MMC 20.24.110, and MMC 20.24.250 to read as follows:

**20.24.070 Landscaping requirements.**

Landscaping shall be in conformance with Chapter 19.16 MMC, Development Standards – Landscaping; provided, that for all new divisions of land, the applicant shall provide a landscape/reforestation plan that will include, but not be limited to, the following:

...

(2) Yard trees at a rate of two per lot. Yard trees shall include at least one evergreen tree which is native to the Northwest region. Yard trees shall be a minimum of one and one-quarter inches in caliper and six to eight feet high for deciduous, and six feet high for evergreens. Lots that include retained trees will not be required to provide yard trees.

(3) Where the community development director determines that it is not feasible and/or desirable to plant the required lot trees, the applicant shall pay into the city tree fund an amount of money approximating the current market value of the trees, as well as labor costs for installation of said trees, that would otherwise be required. The city shall use the city tree fund for the purpose of acquiring, maintaining, and preserving wooded areas, and for planting and maintaining trees within the city.

...

**20.24.090 Street improvements.**

...

(4) The use of curvilinear streets and loop access roads shall be encouraged where such use will result in a more desirable layout.

...

**20.24.110 Drainage improvements.**

(1) Drainage improvements shall be required as specified in MMC Title 14. Use of low impact development methods to mimic predevelopment hydrologic functions and manage stormwater through natural processes is encouraged.

(2) Drainage Easements. When a subdivision or short subdivision is traversed by a watercourse, drainageway, channel or stream, the applicant shall provide a drainage easement or drainage right-of-way conforming substantially to the lines of the watercourse or drainageway. The easement or drainage right-of-way shall be maintained in its natural state with proper setback and landscaping as approved by the city.

**20.24.250 Site improvements designated.**

Site improvements shall include, but are not limited to: grading of entire width of street rights-of-way, asphalt/concrete surfacing of roadways (as per city standards contained in the street code), curbs, gutters and sidewalks constructed according to the street code, and construction of drainage facilities included in the preliminary plat. The requirement for curbs and gutters may be waived by the City Engineer, if bioretention facilities are approved for managing stormwater runoff from the street. Flow through curbs may be required by the City Engineer. The developer shall request inspection of the improvements by the city engineer or his designee at the following times:

- (1) Erosion control measures are installed;
- (2) Rough grading is complete and prior to placing pit run;
- (3) Stormwater management facility completion;
- (4) Roadway and frontage improvement completion;
- (5) When all improvements, including monuments, have been placed.

All improvements which do not meet city standards shall be immediately replaced or repaired prior to proceeding. The city engineer, or his designee, will inform the developer in writing of any improvements which are not acceptable.

Section 11. Title 19 MMC is hereby amended by adding a new chapter Ch. 19.49 MMC to read as follows:

**CHAPTER 19.49  
LOW IMPACT DEVELOPMENT**

Sections:

- 19.49.010 Purpose.**
- 19.49.020 Applicability.**
- 19.49.030 Protected native vegetated area.**
- 19.49.040 Preservation and amendment of topsoils.**
- 19.49.050 Stormwater management.**
- 19.49.060 Maximum impervious surfaces.**
- 19.49.070 Dimensional standard modifications.**
- 19.49.080 Review process.**

**19.49.010 Purpose.**

The purpose of this chapter is to permit design flexibility and provide performance criteria for low impact development. Low impact development (LID) is a stormwater management and land development strategy utilized in site design and construction that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to mimic natural hydrologic functions. Implementation of LID benefits streams, lakes, and Puget Sound by moderating the impacts of stormwater runoff generated by the built environment. LID techniques may supplant or augment traditional, structural stormwater management solutions. Low impact best management practices (BMPs) are described in the Low Impact Development Technical Guidance Manual for Puget Sound, 2005, published by the Puget Sound Action Team. LID objectives are:

- (1) To retain or restore native forest cover to capture, infiltrate, and evaporate all or a portion of the rainfall on a site;
- (2) To confine development to the smallest possible footprint and minimize land disturbance and site grading;
- (3) To preserve or restore the health and water-holding capacity of soils;
- (4) To incorporate natural site features that promote stormwater infiltration;
- (6) To minimize all impervious surfaces and especially those that drain to conventional piped conveyance;
- (7) To manage stormwater through infiltration, bioretention, and dispersion; and
- (8) To manage stormwater runoff as close to its origin as possible in small, dispersed facilities.

**19.49.020 Applicability.**

- (1) Conformance with this chapter shall be required:
  - (a) For sites designated as a low impact development special district or overlay zone under the authority of Chapter 19.46 MMC; or
  - (b) Where specified in an adopted basin plan pursuant to MMC 14.15.050(9); or
  - (c) When a site has committed to being an LID project pursuant to MMC 14.15.062.
- (2) Modifications of this chapter are allowed for any proposed development subject to a determination of the applicable review authority that the proposal substantially furthers all objectives in MMC 19.49.010.

**19.49.030 Protected native vegetated areas.**

A portion of the site shall be preserved as protected native vegetated area.

- (1) Protected native vegetated areas shall be designated in the following ratios:
  - (a) Residential Developments: Proposed at 6.0 dwelling units per acre or less shall preserve 35 percent of the site as native growth areas.
  - (b) Residential Developments: Proposed at more than 6.0 dwelling units per acre shall preserve 20 percent of the site as native growth areas.
  - (c) Commercial Developments: Shall preserve 10 percent of the site as native growth or landscaped areas.
  - (d) Improvements within existing public rights-of-way are exempt.
- (2) For the purposes of calculating required area, submerged lands and sensitive areas and buffers required to be protected pursuant to Chapter 19.24 MMC shall not be included.
- (3) Protected native vegetated areas shall be forested. Where existing vegetation provides minimal canopy cover or where nonnative or invasive plant species provide the predominant

cover, a planting plan shall be prepared that includes plant densities that are not less than five feet on center for shrubs and 10 feet on center for trees. This requirement does not apply to preserved wetlands. All plant species shall be native. Seventy percent of planted trees shall be deciduous species of at least one and one-half inch in caliper. Evergreen trees shall be six feet in height. The community development director may modify the requirements of this section based on site conditions.

(4) Clearing limits shall be surveyed, staked, and fenced with erosion control and/or clearing limits fencing prior to any construction work, including grading and clearing.

(5) Trees shall not be removed from areas proposed to meet the protected native growth area requirement during site development.

(6) Monitoring and maintenance of plants shall be required in accordance with MMC 19.24.270.

(7) Development within protected native vegetated areas shall be limited to biofiltration swales, stormwater dispersion facilities, pervious pedestrian trails, and approved surface water restoration projects. Activities within the protected native growth areas shall be limited to passive recreation, removal of invasive species, amendment of disturbed soils consistent with all applicable regulations, and planting of native vegetation. Development shall be consistent with critical areas requirements and restrictions in Chapter 19.24 MMC.

(8) A permanent protective mechanism shall be legally established to ensure that the required protected native vegetated area is preserved and protected in perpetuity in a form that is acceptable to the city and filed with the county auditor's office. A permanent protected native vegetated area shall be established using one of the following mechanisms.

(a) Placement in a separate non-building tract owned in common by all lots within a subdivision;

(b) Covered by a protective easement or public or private land trust dedication;

(c) Preserved through an appropriate permanent protective mechanism that provides the same level of permanent protection as subsection (a) of this section as determined by the community development director or hearing examiner.

(9) Restrictions on the future use of the protective native vegetated area shall be recorded on the face of the final plat, short plat, binding site plan, or site plan.

#### **19.49.040 Preservation and amendment of topsoils.**

The duff layer and native topsoils shall be retained in an undisturbed state to the maximum extent practicable.

(1) Any duff or topsoil removed during grading shall be stockpiled on-site in a designated, controlled area not adjacent to public resources and critical areas. The material shall be reapplied to other portions of the site where feasible.

(2) Except as otherwise provided in subsection (3), areas that have been cleared and graded or subject to prior disturbance shall be amended. Prior disturbance shall include soil compaction or removal of some or all of the duff layer or underlying topsoil. The amendment shall take place between May 1 and October 1. Replaced topsoil shall be a minimum of 8 inches thick, unless the applicant demonstrates that a different thickness will provide conditions equivalent to the soil moisture holding capacity native to the site. Replacement topsoil shall have an organic content of between 8 and 13 percent dry weight and a pH suitable for the proposed landscape plants.

(3) This section does not apply to areas within the dripline of existing trees proposed for retention, or areas that, at project completion, are covered by an impervious surface, incorporated into a drainage facility or engineered as structural fill or slope.

**19.49.050 Stormwater management.**

LID projects shall use infiltration, dispersion, and bioretention to the maximum extent practicable to manage stormwater runoff generated on-site.

- (1) Infiltration shall be used except where a site assessment demonstrates that infiltration is not feasible due to site conditions or due to probable risk to groundwater or to other property.
- (3) LID projects shall meet the minimum peak and duration flow control standards per the Department of Ecology Stormwater Management Manual for Western Washington, current city adopted edition.
- (4) Flow control facilities may be reduced in size through compliance with LID Technical Guidance Manual Section 7.2.2 – full dispersion for all or part of the development site.
- (5) Water quality treatment BMPs shall be provided to treat 91-percent of the annual runoff volume per the Department of Ecology standards.
- (6) All site soils disturbed during construction shall be rehabilitated to the specifications of Integrated Management Practice 6.2 of the Low Impact Development Technical Guidance Manual for Puget Sound (2005).

<b>TABLE 19.49.060-1</b>	<b>Pond Reduction (Infiltration &lt;0.30 in/hr or less) 5,6</b>	<b>Pond Reduction (Infiltration of = 0.30 in/hr or more) 5,6</b>
<b>Rural Residential</b>	100%	100%
<b>Urban Residential &lt; 6.0 Dwelling Units per Acre</b>	50%	60%
<b>Urban Residential 6.0 Dwelling Units per Acre</b>	50%	60%
<b>Multi-Family</b>	40%	80%
<b>Commercial</b>	40%	80%
<b>Roads</b>	50%	50%

The volume reduction in the Table 19.49.060-1 represents a reduction as compared to the volume needed for a detention pond serving a standard development. Notes (a)-(d) below apply to the table.

- (a) Infiltration rates are as measured in the field at the proposed LID location using techniques recommended in the Stormwater Management Manual for Western Washington and the Low Impact Technical Guidance Manual for Puget Sound.
- (b) Multi-family projects are those projects containing more than three dwelling units attached in a single structure, regardless of ownership mechanism.
- (c) All projects with Type A (outwash) soils shall infiltrate 100 percent of runoff.
- (d) Stormwater discharges shall match developed discharge durations to pre-developed durations for the range of pre-developed discharge rates from 50 percent of the 2-year peak flow up to the full 50-year peak flow.

**19.49.060 Maximum impervious surfaces.**

LID projects shall limit impervious surface coverage as follows:

(1) New impervious surface shall not exceed 70 percent of the site for nonresidential uses listed in MMC 19.08.040, MMC 19.08.050, MMC 19.08.060, MMC 19.08.070, MMC 19.08.080, MMC 19.08.090, MMC 19.08.100, and hotel/motel uses.

(2) New impervious surface coverage shall not exceed the maximum limits in the following table for residential uses listed in MMC 19.08.030 except hotel/motel uses:

<b>TABLE 19.49.070-2</b>		<b>Maximum Percent Impervious Area based on Residential Density</b>
<b>Dwelling Units Per Acre</b>	<b>Maximum % Impervious</b>	
1.4 du/ac	10%	
1.5-2.4 du/ac	15%	
2.5-3.4 du/ac	20%	
3.5-4.9 du/ac	30%	
5.0-6.9 du/ac	35%	
7.0-9.9 du/ac	40%	
10.0 du/ac or greater	60%	

**19.49.070 Density bonus and dimensional standard modifications.**

(1) Development may be granted a density incentive pursuant to Chapter 19.26 MMC.

(2) The city, in its discretion, may allow the following modifications to residential dimensional standards in MMC 19.12.030 to meet the protected native growth area requirement in MMC 14.49.040 and to accommodate density bonuses received pursuant to Chapter 19.26 MMC:

(a) Minimum lot area may be reduced for single family dwellings to 4,000 square feet in the R-6.5 zone and 3,500 square feet in the R-8 zone.

(b) Minimum lot width may be reduced to 40 feet in the R-4.5 and R-6.5 zones.

(3) Modifications requested under this section shall require a justification of necessity according to the provisions of (1) above.

**19.49.080 Review process.**

(1) Except as specifically modified by this chapter, all development occurring under this chapter shall be subject to all applicable requirements and processes of the Marysville Municipal Code.

(2) All standards and requirements of this chapter shall be conditions of approval for the underlying development permits.

(3) All development proposed under this chapter shall be subject to the site assessment requirements of MMC 14.15.061(2). Applicants are encouraged to meet with public works and planning staff following completion of the site assessment and prior to site design to discuss additional analysis that may be required to support the use of LID BMPs, preliminary recommendations on meeting the stormwater regulations, and low impact options for site design.

Section 12. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
DENNIS L KENDALL, MAYOR

Attest:

By: \_\_\_\_\_  
CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

**CITY OF MARYSVILLE  
Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S ENGINEERING DESIGN AND DEVELOPMENT STANDARDS, BY AMENDING THE WATER DISTRIBUTION DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS (CHAPTER 2), THE ENGINEERING DESIGN AND DEVELOPMENT STANDARDS (CHAPTER 3), THE DRAINAGE AND EROSION CONTROL DESIGN STANDARDS (CHAPTER 4), AND THE SANITARY SEWER DESIGN STANDARDS (CHAPTER 5), AUTHORIZING THE CITY ENGINEER TO MAKE TECHNICAL AMENDMENTS TO SAID STANDARDS, AND AMENDING THE PRIOR ORDINANCES THAT ADOPTED AND AMENDED SAID STANDARDS.**

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise the City's design, construction, and development standards related to water distribution, streets, drainage and erosion control, and sanitary sewer to meet industry standards and other applicable rules and regulations; and

WHEREAS, the adoption of engineering design and development standards assists in defining the appearance and function of city streets and other necessary public facilities; and

WHEREAS, the adoption of comprehensive, detailed engineering design and development standards will assist in the orderly development of infrastructure within the City; and

WHEREAS, adoption of engineering design and development standards is deemed to be in the interest of public health, safety, and welfare; and

WHEREAS, the City sent notification to the development, engineering, and consultant community concerning the proposed revisions seeking input and comments; and

WHEREAS, the City placed the proposed revisions on the City's web page and presented highlights of the proposed amendments during the City annual developer breakfast; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by adopting a determination of non-significance for the adoption of the proposed revisions to the City's Engineering Design and Development Standards; and

WHEREAS, at a public meeting on May 14, 2007, the Marysville City Council reviewed and considered the amendments to the City's Engineering Design and Development Standards;

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

Section 1: The Water Distribution Design and Construction Standards and Specifications (Chapter 2), originally adopted in November 1998 and revised in October 2001, are hereby amended as set forth in the attached Exhibit A.

Section 2: The Engineering Design and Development Standards (Chapter 3), originally adopted in September 1999 and revised in October 2001, are hereby amended as set forth in the attached Exhibit B.

Section 3: The Drainage and Erosion Control Design Standards (Chapter 4), originally adopted in April 1999 and revised in August 2001, are hereby amended as set forth in the attached Exhibit C.

Section 4: The Sanitary Sewer Design Standards (Chapter 5), originally adopted in April 1997 and revised in August 2001, are hereby amended as set forth in the attached Exhibit D.

Section 5: Each of the ordinances originally adopting and subsequently amending the above referenced standards and specifications are hereby amended as set forth in the attached Exhibits A, B, C, and D.

Section 6: No Special Duty Created:

- a. It is the purpose of this ordinance to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this ordinance. No provision or term used in this ordinance is intended to impose any duty whatsoever upon the City or any of its officers, elected officials, agents, or employees for whom the implementation or enforcement of this ordinance shall be discretionary and not mandatory.
- b. Nothing contained in this ordinance is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, agents, and employees for any injury or damage resulting from the failure of any premises to abate a nuisance or to comply with the provisions of this ordinance or be a reason or a consequence of any inspection, notice, or order, in connection with the implementation or enforcement of this ordinance, or by reason of any action of the City related in any manner to enforcement of this ordinance by its officers, agents, or employees.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction,

such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
DENNIS L KENDALL, MAYOR

Attest:

By: \_\_\_\_\_  
CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE INITIAL SUBAREA PLAN FOR THE EAST SUNNYSIDE/WHISKEY RIDGE AREA AND AMENDING THE CITY'S DEVELOPMENT REGULATIONS BY AMENDING CHAPTERS 19.12 AND 19.26 MMC.

WHEREAS, the City of Marysville has proposed under RCW 36.70A.130(2)(a)(ii) to amend its comprehensive plan by the initial adoption of a subarea plan for the East Sunnyside/Whiskey Ridge neighborhood; and

WHEREAS, any amendment or revision to a comprehensive land use plan must conform to RCW 36.70A.130; and

WHEREAS, the City of Marysville has met the spirit and intent of RCW 36.70A.130 by (1) providing for a public participation program set forth in Section 2 below, by (2) reviewing and identifying needed revisions to the Comprehensive Plan and development regulations, as described in Section 3 below, and by (3) adopting a subarea plan for the East Sunnyside/Whiskey Ridge neighborhood as set forth in the attached Exhibit A; and

WHEREAS, in taking the actions set forth in this Ordinance, the City of Marysville has made a good faith effort to comply with the recommendations of CTED and has submitted to CTED the proposed needed revisions to the City's Comprehensive Plan and development regulations as required by RCW 36.70A.106; and

WHEREAS, in taking the actions set forth in this Ordinance, the City of Marysville has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by issuing an addendum on January 16, 2007 to the Final EIS for the City's Comprehensive Plan and Development Regulations; and

WHEREAS, the City received numerous comments on the revisions to the Comprehensive Plan and development regulations from citizens, environmental groups, developer organizations, and government entities, which comments the City has duly considered in adopting the needed revisions to the Comprehensive Plan and development regulations set forth in the

ORDINANCE - 1  
/wpf/mv/ord.Comp Plan Update

subarea plan for the East Sunnyside/Whiskey Ridge area; and

WHEREAS, the Planning Commission held public hearings on December 11, 2006 and January 23, 2007; and

WHEREAS, the City Council held a public hearing on April 23, 2007, at which further public input was allowed on the subject of the proposed subarea plan recommended by the Planning Commission; and

WHEREAS, before adopting the needed revisions to the Comprehensive Plan and development regulations set forth in the subarea plan for the East Sunnyside/Whiskey Ridge area, the City Council has considered the public testimony, the report of staff and the Planning Commission;

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

Section 1. Public Participation Program.

The City of Marysville has established and implemented a public participation program for reviewing the proposed adoption of the subarea plan for the East Sunnyside/Whiskey Ridge area and the proposed revisions to the City's development regulations . The public participation program consisted of the meetings and hearings set forth below. The program has provided for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. Notice of the public meetings and hearings was given by:

- (a) mailing notices to property owners and residents;
- (b) publishing notices in newspapers of general circulation in the City and region;
- (c) notifying public and private groups with known interest in a certain proposal or type of proposal being considered;
- (d) posting notices at City buildings and the post office; and
- (e) making copies of the proposals and alternatives available for purchase or for review at the public library, City website, and City Hall.

Section 2. Review and Identification of Needed Revisions to the Comprehensive Plan and Development Regulations.

The City of Marysville has conducted a thorough review of the City's Comprehensive Plan and

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development regulations to identify revisions needed in the subarea plan to ensure compliance with the GMA and ensure internal consistency with policies and designations of the comprehensive plan. This review has been conducted by the City's Planning Commission, staff, and citizens and has utilized the public participation program set forth in Section 1 above.

Based on this review, the City has identified needed revisions to the Comprehensive Plan and development regulations as set forth in the subarea plan for the East Sunnyside/Whiskey Ridge area, which is set forth in the attached Exhibit A.

Section 3. Approval of Planning Commission's Recommendation and Adoption of Findings.

The City Council hereby approves the Planning Commission's recommendation with minor revisions as set forth in the attached Exhibit A.

Section 4. Adoption of Subarea Plan Amending the City of Marysville Comprehensive Plan.

The City Council hereby adopts the subarea plan for the East Sunnyside/Whiskey Ridge area, which is attached hereto as Exhibit A and is incorporated herein by this reference.

Section 5. Chapter 19.12 of the Marysville Municipal Code is hereby amended by adopting MMC 19.12.035 to read as follows:

**Whiskey Ridge Subarea Plan zones. This chart supplements the existing zoning regulations in Chapter 19.12.030 Marysville Municipal Code)**

**(For implementing zones of Single Family High (R 6.5) and Multiple Family, Medium please refer to MMC 19.12.030. )**

**(1) Densities and Dimensions.**

	Single Family High, R4-8 (24)	Multi-Family Low, R6-18 (15, 24)	Mixed Use MU (16, 24)	CB
Density: Dwelling unit/acre (6)	4.5 du/ac	6 du/ac (detached single family) 10 du/ac (attached multi family)	12 du/ac	--

Maximum density: Dwelling unit/acre (1)	8	18 du/ac	18 du/ac	
Minimum street setback (3) (18)	20 ft (8)	20 ft (23)	20 ft (23)	None (19, 23)
Minimum side yard setback (3)	5 ft (10)	10 ft (10)	None (20)	25 ft. (18)
Minimum rear yard setback (3)	20 ft	25 ft	None (20)	25 ft. (18)
Base height	30 ft	35 ft (4)	45 ft.	55 ft.
Maximum building coverage: Percentage (5)	40%	40%	-	-
Maximum impervious surface: Percentage (5)	50%	70%	85%, 75% (22)	85%
Minimum lot area	5,000 sq. ft	-	None	None
Minimum lot area for duplexes (2)	7,200 sq. ft	-	-	-
Minimum lot width (3)	40 ft	70 ft	None	None
Minimum lot frontage on cul-de-sac, sharp curve, or panhandle (16)	20 ft	-	-	-
WCF height (17)	60 ft	60 ft	120 ft	120 ft

(2) Development Conditions.

1. a. The maximum density for Whiskey Ridge subarea plan zones may be achieved only through the application of residential density incentive provisions outlined in Chapter 19.26 MMC.

2. The minimum lot sizes for duplexes apply to lots or parcels

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which existed on or before the effective date of the ordinance codified in this chapter. All new duplex lots created through the subdivision or short subdivision process shall be a minimum of 7,200 square feet in size, must include a "duplex disclosure," and comply with the density requirements of the comprehensive plan (eight units per acre for the Single Family zone).

3. These standards may be modified under the provisions for zero lot line and townhome developments.

4. a. Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit; provided, that the maximum height may not exceed 60 feet.

b. Multiple-family developments, located outside of Planning Area 1, abutting or adjacent to areas zoned as single-family, or areas identified in the comprehensive plan as single-family, may have no more floors than the adjacent single-family dwellings, when single-family is the predominant adjacent land use.

5. Applies to each individual lot. Building coverage and impervious surface area standards for:

a. Regional uses shall be established at the time of permit review; or

b. Nonresidential uses in residential zones shall comply with MMC 19.12.200.

6. a. The densities listed for the single-family zones are net densities.

b. Mobile home parks shall be allowed a maximum density of eight dwelling units per acre, unless located in the SF, R-4.5 or R-6.5 zones, in which case they are limited to the density of the underlying zone.

7. The standards of the R-4.5 zone shall apply if a lot is less than 15,000 square feet in area.

8. On a case-by-case basis, the street setback may be reduced to 10 feet; provided, that at least 20 linear feet of driveway is provided between any garage, carport, or other fenced parking area and the street property line, or the lot takes access from an alley. The linear distance shall be measured in a straight line from the nearest point of the garage, carport or fenced area to the access point at the street property line. In the case of platted lots, no more than two consecutive lots may be reduced to 10 feet.

9. Residences shall have a setback of at least 50 feet from any

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property line if adjoining an agricultural zone either within or outside the city limits.

10. For townhomes or apartment developments, the setback shall be the greater of:

a. 20 feet along any property line abutting R-4.5 through R-8, and RU zones; or

b. The average setback of the R-4.5 through R-8 zoned single-family detached dwelling units from the common property line separating said dwelling units from the adjacent townhome or apartment development, provided the required setback applied to said development shall not exceed 60 feet. The setback shall be measured from said property line to the closest point of each single-family detached dwelling unit, excluding projections allowed per MMC 19.12.160 and accessory structures existing at the time the townhome or apartment development receives approval by the city.

11. On any lot over one acre in area, an additional five percent may be used for buildings related to agricultural or forestry practices.

12. The maximum building coverage shall be 10 percent where the lot is between 1.0 and 1.25 acres in area. The maximum shall be 15 percent where the lot is less than one acre in area.

13. The impervious surface area shall be:

a. Twenty percent when the lot is between 1.0 and 1.25 acres; and

b. Thirty-five percent when the lot is less than one acre in area.

14. Outside Planning Area 1, in the single-family high density zone, the small lot zone will be allowed through the PRD process with the minimum lot size being 5,000 square feet.

15. Single-family lots and units within the Whiskey Ridge MFL and R-12-28 zones shall utilize the dimensional requirements of the R-8 zone, except the base density.

16. Provided that the front yard setback shall be established as the point at which the lot meets the minimum width requirements. On a case-by-case basis, the street setback may be reduced to the minimum of 20 feet; provided, that the portion of the structure closest to the street is part of the "living area," to avoid having the garage become the predominant feature on the lot.

17. Heights may be increased to 160 feet on nonresidential land uses in R zones, including publicly owned facilities, if co-location is provided.

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18. A 25-foot setback only required on property lines adjoining residentially designated property, otherwise no specific interior setback requirement.

Section 6. Chapter 19.26 of the Marysville Municipal Code is hereby amended by amending MMC 19.26.020 to read as follows:

**19.26.020 Permitted locations of residential density incentives.**

Residential density incentives (RDI) shall be used only on sites served by public sewers and only in the following zones:

- (1) In R-12 through R-28 zones;
- (2) Planned residential developments; and
- (3) In MU, CB, GC and DC zones.
- (4) SF, MF, and MU zones within the Whiskey Ridge master plan. (Ord. 2411 § 1, 2002; Ord. 2131, 1997).

Section 7. Severability.

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 8. Effective Date.

This Ordinance shall take effect five days after its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

Approved as to form:

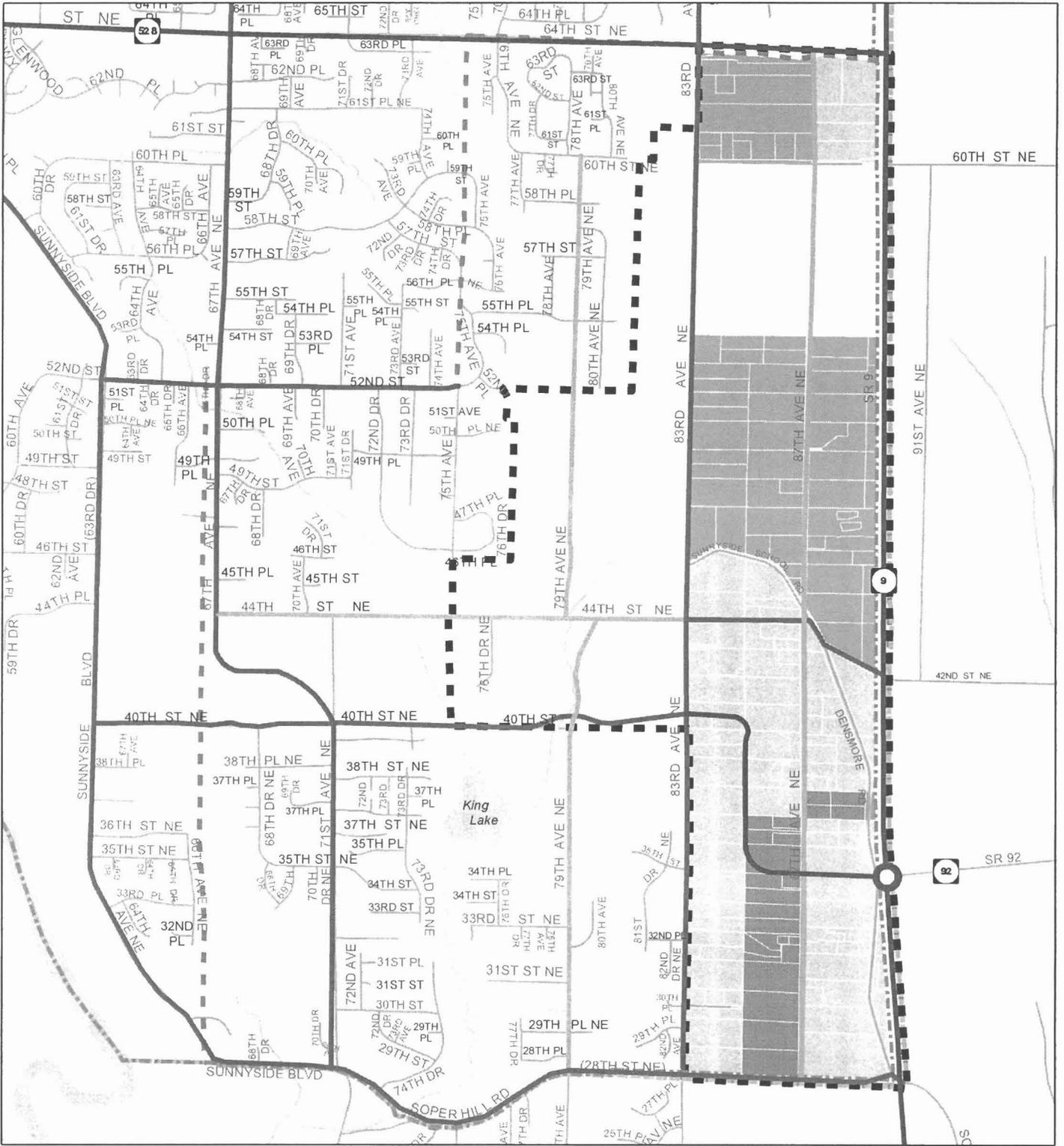
By \_\_\_\_\_  
GRANT K. WEED, City Attorney

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

**EAST SUNNYSIDE-WHISKEY RIDGE  
SUBAREA PLAN**

**City of Marysville  
May 14, 2007**



*City of Marysville*  
**DRAFT**  
 Whiskey Ridge Master Plan  
 East Sunnyside Neighborhood  
 Preferred Alternative

January 2007



- |  |                              |  |                    |  |                     |
|--|------------------------------|--|--------------------|--|---------------------|
|  | Marysville City Limits       |  | Proposed Arterials |  | Community Business  |
|  | Marysville Urban Growth Area |  | PRINCIPLE          |  | Mixed Use           |
|  | East Sunnyside Neighborhood  |  | MINOR              |  | Multi-Family Medium |
|  | Master Plan Expansion Area   |  | COLLECTOR          |  | Multi-Family Low    |
|  | Parcels                      |  |                    |  | Single Family 4.5-8 |
|  |                              |  |                    |  | Single Family 6.5   |
|  |                              |  |                    |  | Recreation          |

## **PLANNING AREA #4: EAST SUNNYSIDE/WHISKEY RIDGE NEIGHBORHOOD**

This neighborhood is the southeasterly corner of Marysville. It is bounded by Soper Hill Road on the south, Highway 9 on the east, 64th Street NE/SR 528 on the north, 67<sup>th</sup> Avenue NE and 75h Avenue NE on the west, and 52nd Street NE. The East Sunnyside neighborhood is a beautiful area of westward views, steep hillsides, ravines, and woods.

A special study area has been designated within this neighborhood called the East Sunnyside/Whiskey Ridge subarea plan. The subarea plan follows the general planning area discussion for this neighborhood.

### **I. Land Uses**

The East Sunnyside/Whiskey Ridge neighborhood includes approximately 1595 acres.

#### **a. Residential**

Residential uses include high density single family and medium density single family uses. High density single family, permits duplexes outright.

#### **b. Commercial**

A potential Neighborhood Commercial location is at the intersection of 44th Street NE and 71st Avenue NE. Larger Community Commercial uses are located along Hwy 9, from the SR 92 south to Soper Hill Road. Mixed use commercial areas are also proposed along the west side of 83<sup>rd</sup> Avenue, serving as a transition use between adjoining Community Commercial and Multifamily land uses.

Table 4-25 details the land use distribution for this neighborhood under the preferred alternative.

**Table 4-25 East Sunnyside/Whiskey Ridge Neighborhood Land Capacity, 2005 – 2025**

<b>Land Use Designation</b>	<b>CB</b>	<b>MU</b>	<b>MFM</b>	<b>MFL</b>	<b>SFH</b>	<b>SFM</b>	<b>Rec</b>	<b>Total</b>
Total Acres	69	47.1	32.6	147.6	1138.6	111.9	28	1574.8
Buildable Acres	58.2	46.0	30.9	142.8	960.8	107.1	20.5	1366.3
Existing DU's	10	17	12	51	608	197	1	896
Existing Pop.	20	49	35	148	1216	394	2	1864
Existing Employees	0	0	0	0	0	0	0	0
Additional DU's	0	247	245	690	2512	108	0	3802
Additional Pop.	0	716	711	2001	5024	216	0	8668
Additional Employees	480	177	0	0	0	0	0	657
Total DU's	10	264	257	741	3120	305	1	4698
Total Population	20	766	745	2149	6240	610	2	10532
Total Employees	480	177	0	0	0	0	0	657

Land Use Element

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Marysville Comprehensive Plan – East Sunnyside/Whiskey Ridge Neighborhood 051407

## II. Housing & Employment Analysis

Table 4-26 identifies existing and planned dwelling units, population, and employment for 2005 and 2025. Figure 4-55 shows the general land use distribution for this neighborhood.

**Table 4-26 Housing and Employment, 2005 and 2025**

	2005	2025
Dwelling Units	896	4698
Multi Family DU's		1262
Single Family DU's		3245
Population Estimate	1864	10532
Employment Estimate	0	657

**Figure 4-55 East Sunnyside/Whiskey Ridge Neighborhood Land Use**

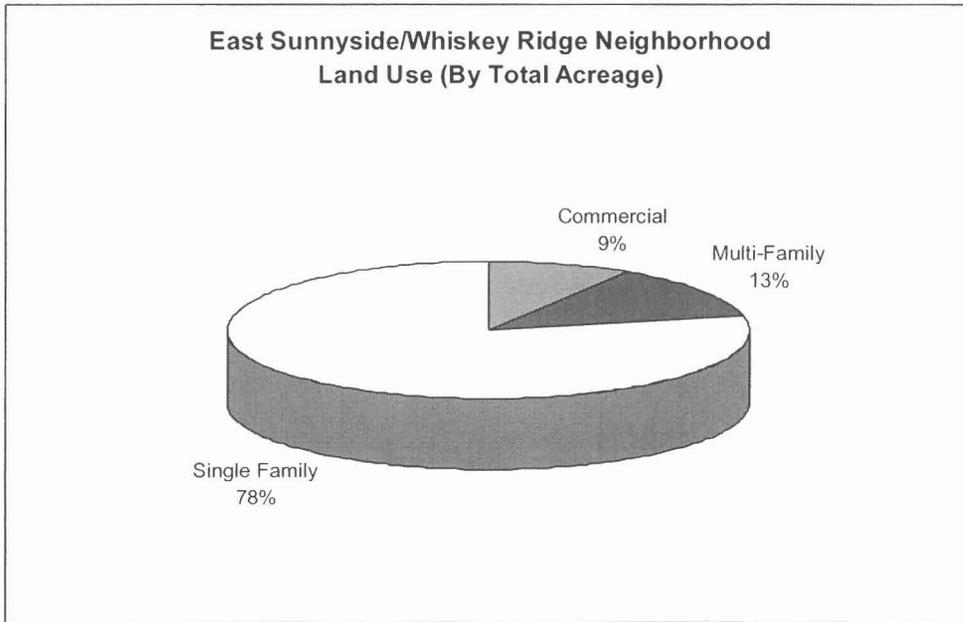


Table 4-26 and Figure 4-55 depict the future land use mix by acreage and dwelling units. The preferred alternative would produce a Multi-family to Single Family ratio of 72% single family and 28% multifamily unit distribution within the planning area. It is anticipated that the resulting single family may be higher than reflected in these figures, as developers may propose to construct single family units in multiple family zones.

### III. Transportation

#### a. Arterial Street Inventory

Streets and classifications providing access and circulation within the planning area and to surrounding neighborhoods and communities are listed in Table 4-27.

**Table 4-27 East Sunnyside/Whiskey Ridge Neighborhood Streets and Classifications**

Street	Classification	Lanes	Description/Comment
64 <sup>th</sup> Street/SR 528	Principal Arterial 4 <sup>th</sup> Street to SR-9	5	Arterial Streetscape
35 <sup>th</sup> /40 <sup>th</sup> Street (SR 92 extension)	Principal Arterial (83 <sup>rd</sup> Street to SR-9)	5	Arterial Streetscape
Sunnyside Blvd.	Minor Arterial (3 <sup>rd</sup> Street to Soper Hill Rd)	3	Arterial streetscape Bicycle lanes
Soper Hill Road	Minor Arterial (Sunnyside to SR-9)	3	Arterial streetscape Bicycle lanes
83 <sup>rd</sup> Avenue NE	Minor Arterial (64 <sup>th</sup> Street to Soper Hill Road)	3	Arterial Streetscape Bicycle lanes (parts)
67 <sup>th</sup> Avenue	Minor Arterial (64 <sup>th</sup> Street to 44 <sup>th</sup> Street)	3	Arterial streetscape Bicycle lanes
44 <sup>th</sup> Street	Minor Arterial (83 <sup>rd</sup> Avenue to SR-9)	3	Arterial Streetscape
52 <sup>nd</sup> Street NE	Collector Arterial (Sunnyside to 75 <sup>th</sup> Avenue)	2	Bicycle lanes
44 <sup>th</sup> Street	Collector Arterial (67 <sup>th</sup> Avenue to 83 <sup>rd</sup> Avenue)	2	Bicycle lanes
35 <sup>th</sup> /40 <sup>th</sup> Street (SR 92 extension)	Collector Arterial (Sunnyside to 83 <sup>rd</sup> Avenue)	2	Arterial Streetscape
67 <sup>th</sup> /71 <sup>st</sup> Avenues	Minor Arterial (44 <sup>th</sup> Street to Soper Hill Road)	2	
44 <sup>th</sup> Street	Collector Arterial (Sunnyside to 83 <sup>rd</sup> Avenue)	2	
79 <sup>th</sup> Avenue	Collector Arterial (40 <sup>th</sup> Street to Soper Hill Road)	2	
87 <sup>th</sup> Avenue NE (Soper Hill to SR 528)	Collector Arterial	2	Arterial Streetscape Bicycle lanes (parts)

Land Use Element

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Marysville Comprehensive Plan – East Sunnyside/Whiskey Ridge Neighborhood 051407

The appropriate standard for classified roads is included for reference and information in Appendix A of the Whiskey Ridge subarea plan, however it should be noted that this standard can be revised through the Engineering Design and Development Standards (EDDS) amendment procedure through subsequent action by the City.

**b. Arterial Street Facility Needs within the Neighborhood**

Projects listed here are identified transportation needs within the subarea. Project descriptions, need, cost, funding and timing are identified in the Table 4-28.

**Table 4-28 East Sunnyside/Whiskey Ridge Major Road Projects**

<b>Improvement</b>	<b>Description</b>	<b>Timing &amp; Need</b>	<b>Estimated Cost or Proponent if not City of Marysville project</b>
SR 528 (83 <sup>rd</sup> Avenue to Hwy 9)	Widen to 5 lanes with an exclusive bicycle lane.	Capacity	WSDOT Developer Frontage Improvements
35 <sup>th</sup> /40 <sup>th</sup> Street (SR 92 extension) from 83 <sup>rd</sup> Ave to SR-9	Dedicate right of way and construct 5 lanes	Identified in Whiskey Ridge Subarea Plan for area circulation	\$2,000,000 – City & Developer Frontage Improvements
Sunnyside Blvd. (52 <sup>nd</sup> Avenue NE to South City limits)	Widen to 3 lanes with an exclusive bicycle lane.	Recommended 6 year improvements	\$3,700,000 – 6 year plan, funding anticipated within 6 years from transportation revenues.
Soper Hill Road	Construct to standard	Identified in Whiskey Ridge Subarea Plan for area circulation	Developer Frontage Improvements
83 <sup>rd</sup> Avenue NE (64 <sup>th</sup> Street to Soper Hill Rd)	Dedicate additional right of way and Construct to standard	Identified in Whiskey Ridge Subarea Plan for area circulation	Developer Frontage Improvements
67 <sup>th</sup> Avenue (40 <sup>th</sup> St NE to 88 <sup>th</sup> St NE)	Dedicate additional right of way and Construct 8 foot shoulders lacking curb, gutter and sidewalk	Recommended 20 year improvements	\$300,000-6 year plan, funding anticipated within 6 years from transportation revenues.
44 <sup>th</sup> Street(connecting 67 <sup>th</sup> Ave NE to SR-9)	Dedicate right of way and construct to standard	Identified in Whiskey Ridge Subarea Plan for area circulation	\$3,700,000 City & Developer Frontage Improvements
40 <sup>th</sup> Street (connecting Sunnyside to 83 <sup>rd</sup> Avenue NE.	Dedicate right of way and construct to standard	Identified in Whiskey Ridge Subarea Plan for area circulation	\$10,600,000 City & Developer Frontage Improvements
67 <sup>th</sup> /71 <sup>st</sup> Avenue NE (connecting 44 <sup>th</sup> Street NE and Soper Hill Road)	Dedicate right of way and construct to standard	Identified in Whiskey Ridge Subarea Plan for area circulation	Developer Frontage Improvements

**c. Transit Facilities and Services**

Currently, Community Transit Route 221 is the primary transit service in the neighborhood. It operates on SR 9 and 64<sup>th</sup> Street (SR-528) connecting Lake Stevens to

Quil Ceda Village via downtown Marysville. Service is provided all day long at a frequency of about one bus per hour. Two commuter routes (CT-421 and CT-821) pass by the corner of SR 528 and 67<sup>th</sup> Street. Service is limited to the morning and afternoon commuter hours.

Transit service areas are usually defined as the properties within 1,500 feet of a bus route where stops are made. There are currently bus stops on 64<sup>th</sup> Street, which limits effective coverage to East Sunnyside residents within 1,500 feet of 64<sup>th</sup> Street.

As the East Sunnyside / Whiskey Ridge Community grows to its capacity of nearly 12,000 residents, it will require additional public transit services. The future transit routes should be designed to provide service to within 1,500 feet of as many residents as possible. It is likely, for example, that CT-221 could be rerouted from SR-9 to a collector or minor arterial street within the Whiskey Ridge community, such as 83<sup>rd</sup> Avenue, to allow more frequent stops and improved coverage.

It is prudent therefore, for the City to design streets to support future bus routes to serve future residents and employees. Street design considerations should include providing additional right-of-way for bus stop locations, bus shelter (pad) locations, and improved sidewalk or trail access. This infrastructure should be considered a mitigation expense in the same manner as road facilities and non-motorized facilities.

It is recommended that design of the following streets should include provisions for future bus routes as shown on **Figure 4-56**:

- Sunnyside Boulevard
- Soper Hill Road
- 40<sup>th</sup> / 35<sup>th</sup> Street / SR-92
- 83<sup>rd</sup> Avenue
- 67<sup>th</sup> / 71<sup>st</sup> Avenues

Assuming that bus routes will continue to operate on 64<sup>th</sup> Street, this will provide very good coverage of the East Sunnyside / Whiskey Ridge Community as shown on **Figure 4-56**.

#### **d. Non Motorized Facilities**

Multi-purpose trails, bike lanes, sidewalks and other non-motorized facilities should be provided for recreational purposes and to encourage commuters to use modes other than automobiles to travel to work places and schools. In this regard, it is important to locate these facilities near parks, schools, higher density residential, and bus routes.

It is also important to maintain a grid system of non-motorized facilities so that pedestrians and cyclists are not discouraged by long winding routes. Sidewalks should be provided on all arterial roads unless a road-side multi-purpose trail is provided.

A network of trails and bike lanes is shown on **Figure 4-57**.

**Multi-purpose Trails** are recommended in the following corridors:

- **Densmore / Sunnyside School Road** right-of-way should be converted to a north-south trail or a local access road with a road-side trail.
- **A PSE Corridor** runs parallel and west of 79<sup>th</sup> Avenue from Soper Hill Road to 64<sup>th</sup> Street and beyond. Proposed as the Whiskey Ridge Trail it would provide excellent north-south connections to homes, parks, shops and bus routes
- **52<sup>nd</sup> Street** would provide an excellent east-west opportunity to connect Sunnyside Boulevard to Deering Wildflower Acres and the potential Whiskey Ridge (PSE) Trail.

**Bike Lanes** (or multi-use road-side trails) are recommended in the following corridors:

- **Sunnyside Boulevard / Soper Hill Road** corridor should include bike lanes and sidewalks or a multi-use road-side trail.
- **67<sup>th</sup> / 71<sup>st</sup> Avenues** from 64<sup>th</sup> Street to Sunnyside/Soper Hill Road should include bike lanes or a multi-use road-side trail.
- **44<sup>th</sup> Street** could be a preferably route to 40<sup>th</sup> Street for bike lanes from 67<sup>th</sup> Avenue to SR-9 and the Densmore/School Road Trail. A connection west of 67<sup>th</sup> Avenue to Sunnyside Boulevard would be desirable.
- **54<sup>th</sup> Street/55<sup>th</sup> Place** could use bike lanes or a trail to provide continuity of the 52<sup>nd</sup> Street trail east to the Whiskey Ridge (PSE) Trail.
- **87<sup>th</sup> Avenue** would be a preferable north-south route to 83<sup>rd</sup> Avenue for bike lanes or a multi-use road-side trail due to the proximity of 83<sup>rd</sup> Avenue to the potential Whiskey Ridge Trail. 87<sup>th</sup> Avenue would also provide continuity of the Densmore / Sunnyside School Trail.

#### **d. Transportation Strategies and Issues (Arterial Streets, Transit, and Non-motorized Facilities)**

##### Transportation Projects

A number of the projects listed above are unfunded. As a result, it will be especially important to work with property owners, citizens and outside agencies to explore opportunities for project financing. In many cases, along existing arterial right of way, developer frontage improvements will accomplish widening and construction of a full urban street standard. In other cases, a road improvement district (RID) may provide a mechanism for moving the projects forward. The subarea plan strategies for East Sunnyside/Whiskey Ridge also include recommendations for use of residential density incentives and creditable improvements (toward impact fees) to accomplish needed but unfunded projects within the immediate neighborhood.

The growth in Sunnyside is occurring at much higher rates here than in other parts of the city. Currently the minor and collector arterial system is developed to rural standards with site specific developer improvements along development frontage. This leaves many unimproved and discontinuous sections along major roads. Growth must be accompanied by improvements to these rural roads to provide urban level street, stormwater and sidewalk improvements. Increases in residential densities should only be proposed if transportation facilities can be enhanced by concurrent passage of an RID, impact fee assessments or other mechanisms to fund needed road improvements. The transportation element identified key transportation connections that must be provided with new development. It is essential that these connections occur with new development.

1) Sunnyside Boulevard has become a major thoroughfare for vehicles traveling to Interstate 5 and Everett as well as Highway 2 and Lake Stevens. Design costs for Sunnyside Boulevard, Third Street to 52<sup>nd</sup> Street NE, were moved to the 6 year transportation improvement program project list in 2006 as high growth within the subarea has increased traffic and urgency to construct an additional lane (3-lane section) and a bike path for bike and pedestrian travel.

2) Installation of the signal at 52<sup>nd</sup> Street NE & Sunnyside Boulevard (listed in Sunnyside Projects, Table 4-25) is a key priority for this area, as the intersection is currently below the accepted level of service.

3) 35<sup>th</sup>/40<sup>th</sup> Street (SR 92 Extension). The Whiskey Ridge subarea plan identified creation of a new road alignment at 40<sup>th</sup> Street/35<sup>th</sup> Street to SR-9. This proposed road would provide a connection to SR-9 at the intersection of SR-92. It would provide another east-west arterial other than Sunnyside Boulevard to serve the growing southwest portion of the Marysville UGA. It will likely alleviate the need to widen Sunnyside Blvd and Soper Hill Road, south of 52<sup>nd</sup> Street to 5 lanes, which would have affected many of the new developments and existing facilities along Sunnyside Blvd.

- 4) 67<sup>th</sup> Avenue/71<sup>st</sup> Avenue connection. Due to topographic, critical area, and County approved development patterns, 67<sup>th</sup> Avenue NE cannot be continued south as an arterial south of 44<sup>th</sup> Street NE. This significantly reduces the arterial system functionality for the southeast portion of the UGA. The City is recommending that 67<sup>th</sup> Avenue NE be connected to 71<sup>st</sup> Avenue NE between 40<sup>th</sup> Street NE and 44<sup>th</sup> Street NE to provide a southern connection for 67<sup>th</sup> Avenue NE to Soper Hill Road. This connection would also extend 67<sup>th</sup> Avenue NE to 40<sup>th</sup> Street NE, and also improve the intersection at 44<sup>th</sup> Street NE and 67<sup>th</sup> Avenue NE which is a 90 degree arterial turn.
- 5) Sunnyside Boulevard/Soper Hill Road Bike Lanes. Bike lanes are proposed on Sunnyside Boulevard to Soper Hill Road. This will provide a bicycle access route between Marysville and Lake Stevens.
- 6) 67<sup>th</sup> Avenue NE/71<sup>st</sup> Avenue Bicycle Lanes. A route is planned between Arlington to the north from SR 531 to 44<sup>th</sup> Street NE connecting to Sunnyside/Soper Hill Road. This would provide a bicycle route between Arlington/Marysville and Lake Stevens.
- 7) 44<sup>th</sup> Street NE Bicycle Lanes. This will provide a route between 67<sup>th</sup> Avenue to SR-9 and the Densmore/School Road Trail.
- 8) 83<sup>rd</sup>/87<sup>th</sup> Avenue NE Bicycle Lanes. Bike lanes would be constructed on 83<sup>rd</sup> Avenue, north of 44<sup>th</sup> Street NE and along 87<sup>th</sup> Avenue, south of 44<sup>th</sup> Street NE. This would also provide continuity of the Densmore / Sunnyside School Trail Bike lanes are planned from 88<sup>th</sup> Street NE extension to Soper Hill Road which will ultimately provide connection to the Centennial Trail to the north. This trail also provides connections to the towns of Arlington, Lake Stevens and Snohomish.
- 9) Whiskey Ridge (PSE) Trail. A proposed pedestrian/multi-purpose trail is proposed along the Puget Sound Energy transmission easement east of 79<sup>th</sup> Avenue NE. This trail will provide a separated walk path between the Getchell neighborhood and Southeast Marysville. This trail is planned to interconnect with the Centennial Trail. Additional interconnections should be planned from the Whiskey Ridge study area and new developments. Developments in Snohomish County were not consistently required to provide a recreation easement to the City of Marysville, therefore the southern portion of the trail should be rerouted south of 44<sup>th</sup> Street NE for future trail construction to provide a continuous route.
- 10) Densmore/Sunnyside School Road right of way. The plan proposes designation of a trail link at 44<sup>th</sup> Street to Densmore Road. Densmore Road should be converted to a local access road with a modified road standard with multi-use trail for bicycles and pedestrians. This would connect to planned sidewalks and bike lanes on Soper Hill Road.
- 11) 52<sup>nd</sup> Street NE. This collector arterial would provide an excellent east-west opportunity to connect Sunnyside Boulevard to Deering Wildflower Acres and the potential Whiskey Ridge (PSE) Trail.
- 12) 54<sup>th</sup> Street/55<sup>th</sup> Place could use bike lanes or a trail to provide continuity of the 52<sup>nd</sup> Street trail east to the Whiskey Ridge (PSE) trail.

Arterial Streetscape and Gateway treatments

The majority of the principal, minor and collector arterials are identified as streetscape arterial within this plan. The City shall provide standards for plantings and medians along these arterials, and provide for attractive pedestrian crossings at key intersection and gateways to the City. The southern entrance to the City at Soper Hill Road and Highway 9 and the entrance at the proposed access at Hwy 92 and Hwy 9 is a designated gateway to the City and subject to the Gateway master plan for design and construction of a gateway treatment.

**IV. Parks and Recreation**

This planning area has two existing park sites, Deering Wildflower Acres and a potential site at the Sunnyside Wells Reservoir, as listed in Table 4-29. There is potential for a trail along the power line easement and also potential connection to the Centennial Trail as well as the Ebey Waterfront Trail. Figure 9-2 in the Parks and Recreation Element illustrates existing and proposed trail systems in the UGA.

**Table 4-29 East Sunnyside/Whiskey Ridge Neighborhood Park Facilities**

<b>Park</b>	<b>Location</b>	<b>Size (acres)</b>	<b>Description</b>
Deering Wildflower Acres	4708-79 <sup>th</sup> Avenue NE	30	This park offers trails, natural areas, a meeting room and caretaker's quarters.
Sunnyside Well site	40 <sup>th</sup> Street NE & 71 <sup>st</sup> Avenue NE	31	This site is undeveloped and owned by the Marysville utility fund. Planned uses include a fire station and new water reservoir.

Additional public park sites should be provided to serve additional population anticipated in this subarea. Park facilities should include opportunities for active recreation. The following need has been identified for the subarea:

<b>Park</b>	<b>Location</b>	<b>Size (acres)</b>	<b>Description</b>
Walking/Cycling Trails	Whiskey Ridge Trail and improvements per Whiskey Ridge subarea plan; Densmore Road multi-use trail		Dedication and construction of trails along PSE transmission line easement and along Densmore Road
Community Park	Whiskey Ridge subarea boundary	10	Identify site, purchase and develop
Community Open Space Park	East Sunnyside/Whiskey Ridge subarea plan	10+	Potential acquisition along King Creek
Neighborhood Park	Whiskey Ridge subarea boundary	1.5-5	Identify site, purchase and develop

## VI. Public Services and Facilities

### a. Schools

Two school districts serve this neighborhood. The Marysville School District provides school service generally west of 75<sup>th</sup> Avenue NE and the Lake Stevens School District provides service east of 75<sup>th</sup> Avenue NE.

The Marysville School District has one planned elementary school proposed for this subarea. The District plans to construct the facility within the next 6 years. The site has been identified south of 44<sup>th</sup> Street NE, east of 71<sup>st</sup> Avenue NE.

Additional growth in the Lake Stevens School District is expected to result in need for an additional elementary school within the area. The Lake Stevens School District owns property south of Sunnyside School Road, east of 87<sup>th</sup> Avenue NE, which is used for their bus parking and maintenance facility.

School	Location	Size (acres)	Description
Marysville School District	44 <sup>th</sup> Street NE & 71 <sup>st</sup> Avenue NE	10	Planned elementary school.
Lake Stevens School District		10	Site to be identified.

### b. Water

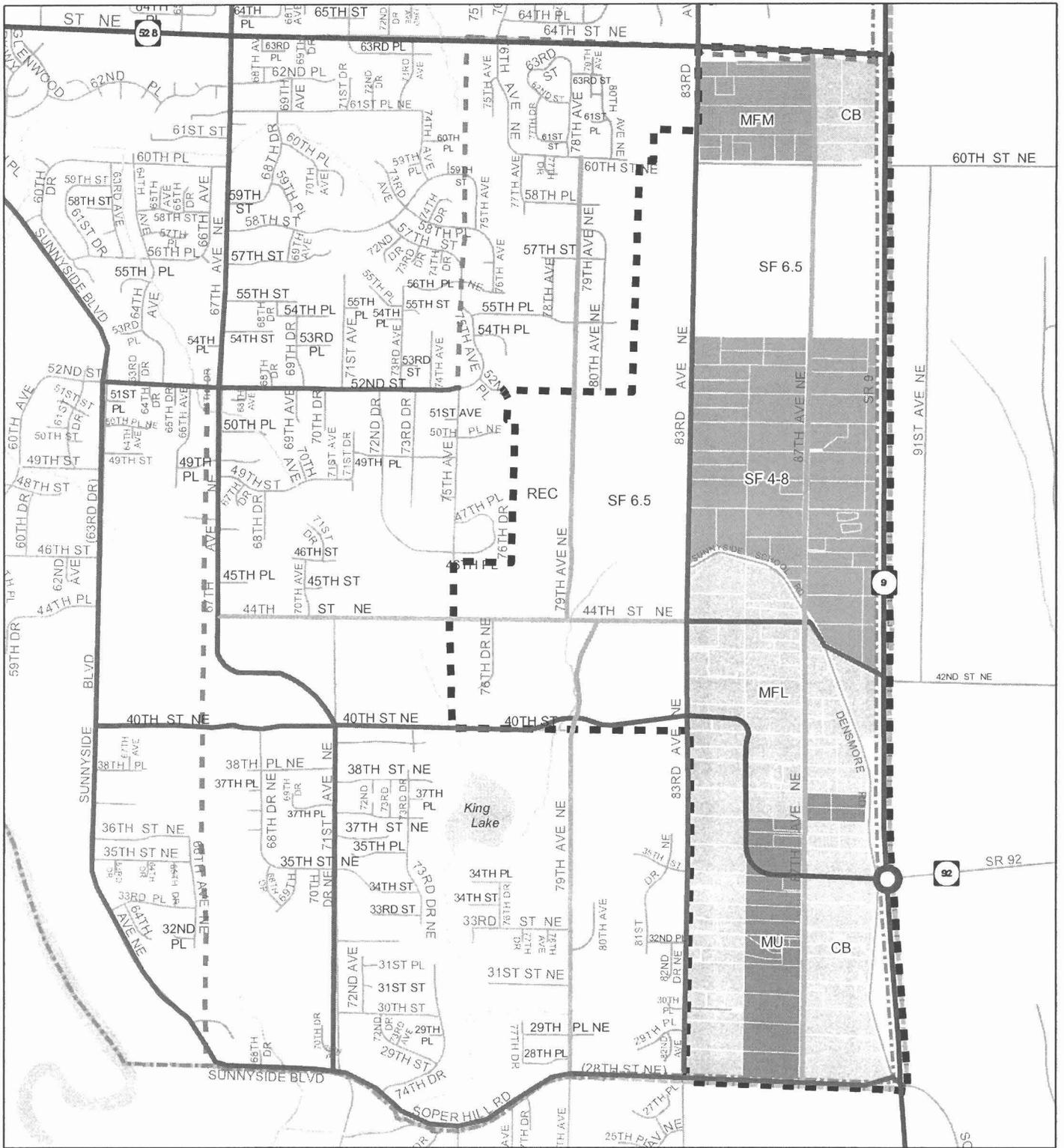
Figure 4-56 identifies water lines within the East Sunnyside/Whiskey Ridge neighborhood.

### c. Sewer

Figure 4-57 identifies sewer lines within the East Sunnyside/Whiskey Ridge neighborhood.

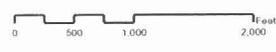
## VII. Annexation and Development Strategies

UGA expansions within this neighborhood are subject to a subarea plan for area development. The subarea plan is adopted as part of the 2006 subarea update. The subarea plan should result in a land use mix consistent with the city housing mix goals and reflect a variety of housing types and densities. Property within UGA expansion areas shall be required to annex to the city of Marysville as a condition of urban service provision (sewer service) and development proposals must be consistent with the city's subarea plan for the area.



City of Marysville  
**DRAFT**  
 Whiskey Ridge Master Plan  
 Preferred Alternative

January 2007



- |                              |                    |                       |
|------------------------------|--------------------|-----------------------|
| Marysville City Limits       | Proposed Arterials | Preferred Alternative |
| Marysville Urban Growth Area | PRINCIPLE          | Community Business    |
| East Sunnyside Neighborhood  | MINOR              | Mixed Use             |
| Master Plan Expansion Area   | COLLECTOR          | Multi-Family Medium   |
| Parcels                      |                    | Multi-Family Low      |
|                              |                    | Single Family 4.5-8   |
|                              |                    | Single Family 6.5     |
|                              |                    | Recreation            |

## WHISKEY RIDGE SUBAREA PLAN

The subarea plan area is a subset of Planning Area 4. The preferred alternative recommends an expansion of the original subarea plan and is reflected in Figure . The expansion would result in a boundary of SR 528 on the north, Highway 9 on the east, and Soper Hill Road (28<sup>th</sup> Street NE) on the south and a westerly boundary generally west of 75<sup>th</sup> Avenue NE. The subarea plan study area includes the entirety of the East Sunnyside/Whiskey Ridge neighborhood area however, as the subarea plan includes an assessment of the surrounding area transportation and land uses with recommendations for additional modifications to zoning and development regulations for the entire neighborhood planning area. It is an area that forms the southeastern most edge of Marysville and is where the City abuts the city of Lake Stevens. This area provides a gateway into and out of Marysville and as a result, Marysville wishes to create a distinctive urban edge and facilitate the development of enduring and long- term neighborhoods for a growing community. Adoption of the subarea plan and accompanying development regulations will establish zoning for this area.

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### I. Background

The City of Marysville included the Whiskey Ridge area in the 2005 City comprehensive plan update. The Whiskey Ridge subarea plan area was added to the Urban Growth Area by Snohomish County in February 2006. The area was annexed to the City of Marysville in December 2006.

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### II. Land Use

The Whiskey Ridge subarea plan area covers 444 total gross acres. The preferred land use plan is shown in Figure 4-58. It is largely undeveloped and property is held in large predominately 10+ acre tracts. The development of the subarea plan is based on several guiding principles and a vision for creation of enduring neighborhoods. These principles are adapted from Smart Growth policies, existing City of Marysville comprehensive plan goals & policies, and input of community leaders and citizens through land use forums and discussions.

#### Guiding Principles and Policies

1. Mix Land Uses
2. Take Advantage of Compact Building Design
3. Create a Range of Housing Opportunities and Choices
4. Create Walkable Communities and Five-Minute Neighborhoods
5. Foster Distinctive, Attractive Communities with a Strong Sense of Place
6. Preserve Open Space, Natural Beauty, and Critical Environmental Areas
7. Increase Densities in Appropriate Locations
8. Promote Higher Quality Density by Incentive Zoning
9. Connect People to Places
10. Create Opportunities for a Healthy Community with opportunities for Physical Activity
11. Create Great Places for People

## Land Use Vision

The vision for Whiskey Ridge is to create an urban community that provides an attractive gateway into Marysville and that becomes a prototype for developing neighborhoods within the City. Marysville included the Whiskey Ridge area within its comprehensive plan and required annexation of the community prior to development application or approval for the primary reason of wanting to exert land use control. Assignment of land uses and land use regulation provides the greatest tool for ensuring an area's long term vitality and productivity to the community at large. Marysville was interested in ensuring a land use mix within this area to balance the largely single family residential growth occurring throughout the Sunnyside area and also to ensure that new neighborhoods were created as long-term neighborhoods.

The intent of the subarea plan is to ensure that and growth contributes to the community and to creation of a long-term neighborhood. Certainly new development within the UGA provides additional housing, some of which will be affordable in keeping with GMA goals. New residential developments in the Whiskey Ridge area should provide address site planning to integrate with the surrounding planned developments as well as provide attractive internal layout. What this means is that new neighborhoods should enhance rather than diminish the surrounding area. This might occur through provision of transportation improvements that promote neighborhood walkability, population at a density to support transit and commercial services in the surrounding area, support of new facilities stretched by continuing population growth, retention of open space or parks within developing neighborhoods. As the area's natural open spaces decreases, the substitution of quality urban places should fill the gap. While recognizing the importance of affordability, this plan encourages an appropriate mix of housing types meeting a range of income levels. "Starter" neighborhoods for low-income and first-time homebuyers should be well-designed so that singles and families might choose to continue living in these neighborhoods even when their income levels might allow alternative housing options due to the attractive neighborhood setting and well-proportioned building design. In addition, the City should encourage neighborhoods representing a diverse range of lot and unit types that provide a maximum array of housing choices for Marysville residents. This includes apartments for families as well as singles and seniors, convalescent care, group housing and ranging from low to upper-income single family homes.

The Whiskey Ridge area provides a combination of beautiful westward views to the Snohomish river estuary, Everett and Sound, as well as steep hillsides, ravines, and woods. Within the greater area, there are creeks, wetlands and large ponds that will be preserved under critical areas ordinances and buffers. These provide larger tracts for protection of area habitat and wildlife. Some of these nature preserves could be acquired by nonprofit agencies or the City to provide access to the public for nature trails and passive recreation. The future will include full urban services, an active civic life for its residents built around distinct, strong residential neighborhoods, quality schools and other public buildings, convenient shopping and services, and areas of employment. Marysville is also committed to creation of a land use mix that provides both jobs and housing with commercial services in proximity the area's growing residential community throughout the Sunnyside (Planning Area 3) and East Sunnyside/Whiskey Ridge (Planning Area 4) neighborhoods. The urbanized Whiskey Ridge should have an outstanding system of public services and facilities, including schools, fire station, open spaces, active and passive recreation parks, trails,

commercial plazas, gateway features, and streetscape corridors. The sensitive environmental areas of Whiskey Ridge (wetlands, forested areas, streams) are incorporated into the urban design of the area. Streams are buffered and protected from direct urban runoff. Trails for pedestrian, bicycle and other non-motorized use are incorporated into open space planning and buffers, where appropriate. These sensitive areas remain in native plantings to provide water quality and quantity protection. Development regulations require identification and protection of significant stands of trees.

Shopping is concentrated around transportation corridors, specifically Highway 9. Accesses to shopping and employment areas are direct and efficient, capitalizing on the proximity to SR-9, SR-92, Soper Hill Road and SR528. Commercial areas emphasize pedestrian uses and have parking to the side of or in back of buildings. Commercial buildings relate to the street, and have features, such as plazas, windows on the street, distinctive entrances. Street cafes, street furniture, kiosks, and landscaping should provide attractive gathering places for area residents. Some small scale office and general services are located within neighborhoods providing convenient services such as daycare, medical/dental and personal care within the neighborhood.

Higher density housing takes the form of small lot single family attached and detached, providing new opportunities for homeownership. Multiple family apartments are well designed to integrate with adjoining single family areas. All higher density housing is located within a 1/4 mile of an open space, park and/or trail system. Arterials in the higher density section are designed as boulevards, with a center planting area to provide additional green space and safe crossing for pedestrians.

A variety of medium density detached housing opportunities fill in the spaces between the centers separated by boulevards, parks and/or trails. The community also has areas of mixed use, (housing, services and retail uses) which provide a place to live and work where one can walk or bike to homes, stores and services all located in a concentrated area. Mixed-use areas have a variety of public spaces, including village greens, public art spaces, street trees, furniture and plazas.

Urban level roads are provided in a hybrid system of strong minor and collector arterials and neighborhood access streets. Residential developments are developed with good access and circulation to the collector/arterial system but developed in individual neighborhood clusters of 60-80 units per cluster.

Urban level services include stormwater, roads, sewer and water. Stormwater systems are attractively designed so that the streets are not dominated by large concrete structures along the arterial frontage. Instead natural pond systems, underground vaults are used when feasible. If structures are placed along in view of public right of way, they are setback with substantial landscaping or construction is a decorative block wall with landscaping along the street frontage.

## **Conclusions**

The Whiskey Ridge subarea plan area should provide a more balanced residential and commercial land use mix. To date, the growth in this and the adjoining neighborhood has been predominately housing – single family housing. Future uses should include a blend of high and medium density single and low to medium density multiple family housing. The subarea plan also includes accompanying development regulations to implement the land use plan vision, goals, and policies. These include incentives for providing additional community features including capital improvements, gathering places, gateway monuments and other amenities to enhance the growing neighborhood.

## KEY CONCEPTS

1. Ensure adequate public facilities are planned to serve the area. These facilities include:
  - a. Southeast Marysville Fire Station
  - b. Lake Stevens School District new elementary school
  - c. Neighborhood Parks -1-2 (1.5-5 acres)
  - d. Community Park – 1 (10+ acres)
  - e. Community Open Space – 1 (10+ acres)
  - f. Trails – Whiskey Ridge Trail and extensions through neighborhoods
2. Require that transportation impacts to this area are addressed through impact fees. Establish an impact fee that supports unfunded road projects needed for development within the subarea plan area.
3. Provide for commercial uses along Highway 9. These uses while visible from Highway 9, should provide a community orientation with four-sided architecture. Sites and buildings should be attractive from Highway 9, as well as adjoining public streets such as 87<sup>th</sup> Avenue NE and internal parking access.
4. Commercial uses at Highway 9 should provide for opportunities and building orientation towards surrounding neighborhoods. While visibility from Highway 9 may be important, the primary vehicle access and orientation should be from surrounding neighborhoods.
5. Collector and minor arterials should provide substantial landscaping in keeping with the arterial streetscape plans for each arterial.
6. A connection to Highway 9 at SR 92 should be provided to provide east-west connectivity between Sunnyside Boulevard and Hwy 9.
7. The planned SR92 connection should be constructed as a boulevard, with substantial landscaping and streetscape improvements between SR 9 and 87<sup>th</sup> Avenue NE.
8. Densmore Road should be considered for a modified road standard with wide multi-use trail for connection to the planned Whiskey Ridge trail to provide pedestrian and bicycle connectivity through Marysville, and promote pedestrian activity from the residential neighborhoods to the commercial center.
9. Plan Mixed use areas along Highway 9 adjacent to the commercial center.
10. Develop design standards and guidelines to upgrade the quality of neighborhoods.
11. Promote development of attractive streets by requiring consistent fencing, walls and landscaping along arterial street frontage.
12. Promote development of attractive streets by requiring stormwater systems along arterial streets to be natural pond systems, underground vaults, or set back with additional landscaping to screen visibility from roadways.
13. Provide for flexible zoning that allows for a mix of single family and multi-family uses within residential zones.
14. Use incentive zoning as a tool to encourage higher quality higher density development and physical improvements to the neighborhood.

15. Residential uses along Highway 9 will be protected from impacts of highway noise, visibility and future widening by construction of a decorative concrete wall.
16. Power lines (distribution) along arterial streetscape streets will be relocated underground to provide a clean visual line along the right of way frontage.
17. Create a gateway at Hwy 92 and SR 9 and at Soper Hill Road and SR9.

**LAND USE ALTERNATIVES AND RECOMMENDED PLAN**

Staff prepared six land use alternatives for analysis prior to recommending a preferred alternative. These alternatives reflected different transportation and land use concepts. The land use concepts were developed to coincide with the various transportation concepts under review. For instance, where a higher classification arterial is proposed, the land use was intensified along the connection.

The land use designations are also unique to the subarea plan, with density and dimensions for the residential zones defined in the plan. The zones are constructed using a base density as well as maximum density. The goal is to provide for a mix of lot sizes within a specified range and land use type. Within the single family zone, a base density of 4.5 du/acre is established by this plan. A maximum density of 8 du/acre is achievable utilizing MMC 19.26, Residential Density Incentives. This allows projects to provide additional on-site and off-site neighborhood amenities to attain a higher project density. It will also create a mix of lot sizes within each zones. Within the multifamily zone, a base density of 6 is established for single family detached units, and 10 du/acre for multifamily buildings. The zone allows a maximum density of 18 du/acre. Single family and multiple family units are allowed within multi-family zones. The Mixed Use zone has a base density of 12 du/acre and a maximum of 18 du/acre. The Mixed use zone allows multi-family developments, commercial uses, and mixed commercial/multi-family projects. Single family development is not permitted within the Mixed Use zone. The density and dimensions for each zone are described in Section VIII of this plan.

Following Planning Commission workshops, public open house, agency comment, and technical review of transportation issues, a preferred alternative was developed. The preferred alternative will implement the “Key Concepts” identified in this plan. Future development within the subarea plan will be required to meet the objectives of this plan and referenced standards.

Table 4-25 details the land use distribution for each alternative.

**Table 4-25 Preferred Alternative Land Capacity, 2005 – 2025**

Land Use Designation	CB	MU	MFM	MFL	SFH	REC	Total
Total Acres	69.0	47.1	32.6	174.6	428.5	23.3	748.1
Builaible Acres	58.2	46.0	30.9	142.8	378.6	16.9	673.5
Existing DU's	10	17	12	51	119	1	210
Existing Pop.	20	49	35	148	238	2	492
Existing Employees	0	0	0	0	0	0	0
Additional DU's	0	247	245	690	1064	0	2246
Additional Pop.	0	716	711	2001	2128	0	5556
Additional Employees	480	177	0	0	0	0	657

Total DU's	10	264	257	741	1183	1	2456
Total Population	20	766	745	2149	2366	2	6048
Total Employees	480	177	0	0	0	0	657

Following workshops with the Planning Commission, public open house, and solicitation of public comment, Community Development staff is recommending a preferred alternative. The preferred alternative most closely resembles Alternative 4, of the initially identified six alternatives. The preferred alternative is shown in Figure 4-58.

### III. Housing & Employment Analysis

Existing and 2025 planned dwelling units, population, and employment figures are listed in Table 4-30.

**Table 4-30 Preferred Alternative Housing and Employment, 2005 and 2025**

	2005	2025
Dwelling Units	210	2456
Multi family DU's		1262
Single Family DU's		1183
Population Estimate	492	6048
Employment Estimate	0	657

**Figure 4-56 Whiskey Ridge Subarea Plan Land Use**

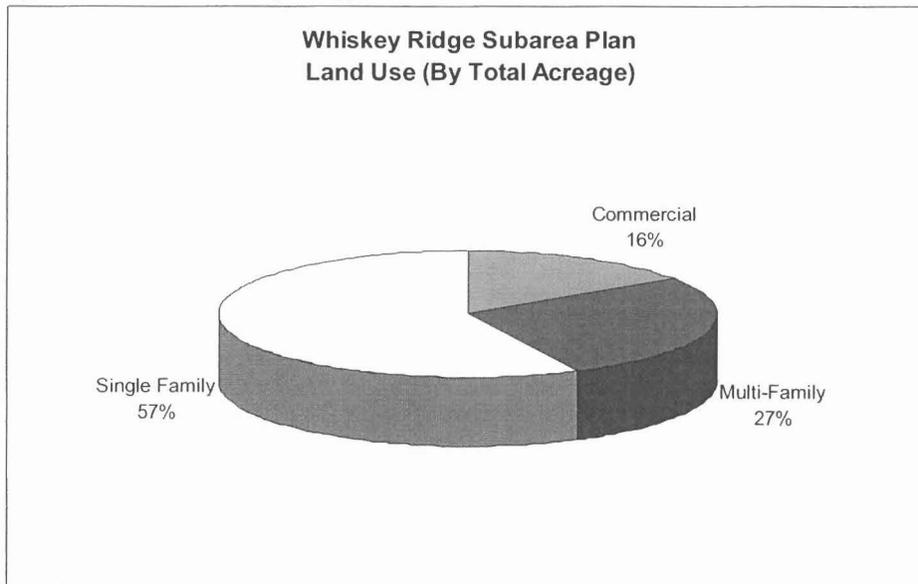


Table 4-30 and Figure 4-56 depict the future land use mix by acreage and dwelling units. The preferred alternative would produce a Multi-family to Single Family unit ratio of 48% single family and 52% multifamily unit distribution within the subarea plan. However, it is anticipated that the resulting single family unit distribution may be higher

than reflected in these figures, as developers may propose construction of single family units in multiple family zones.

## IV. Transportation

### a. Street Inventory

Fortunately this planning area has multiple existing north-south arterial right of ways on the east side of the study area. The addition of new east-west collectors and completion of designated collectors will strengthen area circulation. Due to rather extensive wetland and stream systems in the Sunnyside neighborhood (Planning Area 3), Development of the area immediately west of the subarea plan did not include planning for through arterials (minor or collector). This places more urgency on development of a more effective circulation system on East Sunnyside/Whiskey Ridge to allow traffic to move through the community at least impact to individual neighborhoods and to serve area growth for future decades.

Many of the existing right of ways were developed as access to farms and rural homesites. The majority of the road network consists of rural roadway sections with weathered asphalt pavement, narrow gravel shoulders if any and ditches for storm water collection.

The area streets are identified and classified in Section IIIa of the Planning Area 4 –East Sunnyside/Whiskey Ridge neighborhood summary. The following table identifies transportation segments addressed within the subarea plan.

<b>Table 4-31 Recommended Arterial Road System</b>			
	<b>From</b>	<b>To</b>	<b>Lanes</b>
<b>Principal Arterials</b>			
SR 528 (64 <sup>th</sup> St.)	4 <sup>th</sup> Street	SR-9	5
35 <sup>th</sup> / 40 <sup>th</sup> Street (SR92 extension)	83 <sup>rd</sup> Street	SR-9	5
<b>Minor Arterials</b>			
Sunnyside Boulevard	3 <sup>rd</sup> Street	Soper Hill Road	3
Soper Hill Road	Sunnyside	SR-9	
83 <sup>rd</sup> Avenue	64 <sup>th</sup> Street	Soper Hill Road	3
67 <sup>th</sup> Avenue	64 <sup>th</sup> Street	44 <sup>th</sup> Street	3
52 <sup>nd</sup> Street	Sunnyside	75 <sup>th</sup> Avenue	3
44 <sup>th</sup> Street	83 <sup>rd</sup> Avenue	SR-9	3
40 <sup>th</sup> Street	Sunnyside	83 <sup>rd</sup> Avenue	3
67 <sup>th</sup> / 71 <sup>st</sup> Avenues	44 <sup>th</sup> Street	Soper Hill Road	3
<b>Collector Arterials</b>			
44 <sup>th</sup> Street	67 <sup>th</sup> Avenue	83 <sup>rd</sup> Avenue	2
54 <sup>th</sup> Street	83 <sup>rd</sup> Avenue	SR-9	3
79 <sup>th</sup> Avenue (parts)	40 <sup>th</sup> Street	Soper Hill Road	2
87 <sup>th</sup> Avenue (parts)	64 <sup>th</sup> Street	Soper Hill Road	2

## **b. Transit Facilities and Services**

Transit facilities and services are described in Section IIIc of the Planning Area 4 East Sunnyside/Whiskey Ridge neighborhood summary. Recommendations from IIIc to provide transit routes along identified streets shall be implemented with this plan.

Identified streets should be designed to support future bus routes to serve future residents and employees. Street design considerations should include providing additional right-of-way for bus stop locations, bus shelter (pad) locations, and improved sidewalk or trail access. This infrastructure should be considered a mitigation expense in the same manner as road facilities and non-motorized facilities.

It is recommended that design of the following streets should include provisions for future bus routes as shown on **Figure 4-56**:

- Sunnyside Boulevard
- Soper Hill Road
- 40<sup>th</sup> / 35<sup>th</sup> Street / SR-92
- 83<sup>rd</sup> Avenue
- 67<sup>th</sup> / 71<sup>st</sup> Avenues

Assuming that bus routes will continue to operate on 64<sup>th</sup> Street, this will provide very good coverage of the East Sunnyside / Whiskey Ridge Community as shown on **Figure 4-56**.

## **c. Transportation Strategies and Issues**

This plan adds identifies additional road projects to the capital facilities plan transportation project list and provides for impact fees to support project funding. It also provides for the use of residential density incentives (RDI) to assist with construction of missing pedestrian and bicycle facilities within the community. New development is also required to construct frontage improvements (curb, gutter, sidewalks) along project frontage. The combination of these fees and regulatory mechanisms will provide necessary transportation facilities for proposed new construction.

### Transportation Projects.

Primary transportation strategies and projects within the study area include the following:

- 1) Intersection improvement on the west side of Highway 9 at SR 92 to provide for connection to Marysville. This road connection, 35<sup>th</sup>/40<sup>th</sup> Street (SR 92 extension) is expected to provide alternative access from Sunnyside Boulevard to Highway 9.
- 2) Dedication and Construction of 35<sup>th</sup> Street NE/40<sup>th</sup> Street extension from SR 92 and Hwy 9.
- 3) Dedication and Construction of 67<sup>th</sup> Avenue NE extension to 71<sup>st</sup> Avenue NE between 44<sup>th</sup> Street NE and 40<sup>th</sup> Street NE.

- 4) Widening to 3 lanes and rebuild of Sunnyside Blvd between 52<sup>nd</sup> Street NE and Soper Hill Road.
- 5) Widening and frontage improvements for existing arterial streets within the study area, including 83<sup>rd</sup> Avenue NE, 87<sup>th</sup> Avenue NE.

The City will collect traffic impact fees to fund necessary road projects within the subarea plan area. Right of way and construction costs associated with these projects listed in Table 4-31 are creditable towards the traffic impact fee. Right of way dedications for these arterials may be included in net project area.

Projects included in the city-wide traffic impact fee are as follows:

**Table 4-31 Whiskey Ridge Subarea Plan Road Projects (subset of Planning Area 4 projects)**

Improvement	Description	Timing & Need	Estimated Cost or Proponent if not City of Marysville project
35 <sup>th</sup> /40 <sup>th</sup> Street (SR 92 extension between Sunnyside Blvd and SR-9).	Dedicate right of way and construct to standard	Identified in Whiskey Ridge Subarea Plan for area circulation	City and Developer Frontage Improvements \$31,000,000
67 <sup>th</sup> Ave/71 <sup>st</sup> Avenue (between 44 <sup>th</sup> And 40 <sup>th</sup> Street NE)	Dedicate right of way and construct to standard	Identified in Whiskey Ridge Subarea Plan for area circulation	City and Developer Frontage Improvements \$17,000,000

Transit Facilities and Services within the Neighborhood.

Due to the lack of existing transit service in the study area, the City should work with Community Transit to identify new opportunities for transit stops, shelters and routes to serve the area as it develops. Potential for additional routes and stops may emerge at the intersection of SR 92 and Hwy 9 as Route 221 currently travels along Hwy 9. In addition, streets identified as potential transit streets, Section IVc above, shall be designed to accommodate future bus routes.

Non-motorized System Improvements

Non-motorized facilities are described in Section IVd of the Planning Area 4 East Sunnyside/Whiskey Ridge neighborhood section. Recommended facility improvements including construction of bicycle lanes and multi-use trails shall be implemented with this plan during road design and development review.

**V. Parks and Recreation**

Existing and needed facilities are identified in Section IV of the East Sunnyside/Whiskey Ridge Planning Area 4 discussion. There are no active park facilities within the subarea plan or larger planning area 4 boundary. Needed facilities are as follows:

Additional public park sites should be provided to serve additional population anticipated in the subarea plan and subarea. Park facilities should include

opportunities for active recreation. The following need has been identified for the subarea:

<b>Park</b>	<b>Location</b>	<b>Size (acres)</b>	<b>Description</b>
Walking/Cycling Trails	Whiskey Ridge Trail and improvements per Whiskey Ridge subarea plan		Dedication and construction of trails
Community Park	Whiskey Ridge subarea boundary	10	Identify site, purchase and develop active recreation facility
Community Open Space	East Sunnyside/Whiskey Ridge subarea boundary	10	Potential pond acquisition for natural area
Neighborhood Park	Whiskey Ridge subarea boundary	1.5-5	Identify site, purchase and develop

An open space network with parks and bicycle, pedestrian and other non-motorized access shall be integrated into development of this area. The alignment, along the PSE easement, called the Whiskey Ridge trail would provide a linear park throughout the East Sunnyside/Whiskey Ridge subarea.

## **VI. Environmental and Resource Management**

### **a. Surface Water**

The subarea plan area is within three drainage basins. From north to south, the northwest corner is in the Allen/Munson Creek drainage basin draining to Ebey Slough; the northeast and east portion of the subarea plan area drains to Stephens Creek and Lake Stevens; the central and western part of the subarea plan includes King Creek and the Sunnyside basin draining to Ebey Slough, and the southeast portion includes Hulbert Creek, also in the Sunnyside basin.

### **b. Stormwater Management**

Various studies have been prepared for surface water management within these basins. One project was identified in the vicinity of the subarea plan by Snohomish County SWM in the County's 2001 Lake Stevens UGA Plan. The project ID is HUL4 on Figure 6-1 of the Plan. It is described as roadway flooding due to the culvert at 83<sup>rd</sup> Avenue NE. The proposed improvement is to replace the existing 12-in diameter culvert with a 30-in diameter culvert at a cost of \$23,000.

Regulatory controls for managing surface water with new development include adoption by the local jurisdiction of stringent storm water standards and critical areas regulations. To this end, the City of Marysville has adopted the latest edition of the Department of Ecology's Stormwater Management Manual for the Puget Sound Basin. The Ecology Manual sets forth requirements for water quality treatment, source control for pollution-generating sites, and stormwater detention. Proposed new construction projects are required to obtain the City's approval for stormwater management plans before any construction begins. In addition, in early 2005 the City adopted updated requirements for critical areas protection using best available science in compliance with GMA requirements.

### Recommended Stormwater Design Considerations

The following are some further recommendations for the design of stormwater facilities for the subarea plan:

- 1) Where depth to groundwater allows, stormwater infiltration is recommended
- 2) Minimize use of constructed facilities by utilizing low impact development techniques through site planning and development.
- 3) Provide aesthetic design of visible pond facilities. Facilities along arterial streetscape roadways should utilize ground-level open pond systems, as opposed to above ground construction of detention facilities that are visible from arterials. Facilities should be either natural looking ponds and swales or underground vaults. Where there is no alternative to above ground concrete block facilities, walls must be constructed to provide an aesthetically pleasing design or the facility must provide an additional landscaping setback from roadways to screen the facility from public view.
- 4) Provide adequate access for maintenance of drainage easements and detention ponds
- 5) Provide pretreatment and source control for all applicable land uses.

#### **c. Wetlands and Streams**

The City of Marysville regulates developments that affect critical areas, including streams and wetlands. These regulations have been reviewed within the comprehensive plan and development regulations for best available science. No construction is permitted in these buffers except for low impact uses such as pedestrian trails, viewing platforms, utility lines, and certain stormwater management facilities such as grass-lined swales provided they do not have a negative effect on the stream or wetland.

---

## **VII. Public Services and Facilities**

### **a. Schools**

The Lake Stevens School District provides school services to the subarea plan area. The District owns property south of Sunnyside School Road, east of Densmore Road, and west of Highway 9. The site is used for the District's bus barn facility. The District has identified a need for an additional elementary school to serve this growing area. Elementary school sites are typically 11-15 acres.

### **b. Water**

Snohomish County PUD #1 provides water service to this area. The City of Marysville is currently in negotiations with PUD to purchase their existing facilities.

### **c. Sewer**

Sewer service to the Whiskey Ridge area will require sewer improvements as identified in the Whiskey Ridge Sewer Plan.

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## **VIII. Development Strategies**

This plan includes a more specific subarea plan for the Whiskey Ridge subarea plan area that shall be the basis for review of development proposals. It includes a conceptual road plan, and open space and trail network as shown in Figure 4-. Street standards, including streetscape and improvement standards are herein incorporated.

<sup>1</sup> All of the Key Concepts identified in the land use discussion of the subarea plan shall

be enforced as regulatory controls on the development of land within the subarea plan. In the event of conflict with the City's development regulations, the subarea plan ordinance shall control.

In addition to the above development controls and requirements, the plan recommends the use of zones with a broader range of base density. This will allow for a mix of lot sizes, dependent on use of MMC 19.26, Residential Density Incentives.

The following density and dimensional controls shall apply:

**Whiskey Ridge Subarea Plan zones. This chart supplements the existing zoning regulations in Chapter 19.12.030 Marysville Municipal Code)**

**(For implementing zones of Single Family High (R 6.5) and Multiple Family, Medium please refer to MMC 19.12.030. )**

**(1) Densities and Dimensions.**

	Single Family High, R4-8 (24)	Multi-Family Low, R6-18 (15, 24)	Mixed Use MU (16, 24)	CB
Density: Dwelling unit/acre (6)	4.5 du/ac	6 du/ac (detached single family) 10 du/ac (attached multi family)	12 du/ac	--
Maximum density: Dwelling unit/acre (1)	8	18 du/ac	18 du/ac	
Minimum street setback (3) (18)	20 ft (8)	20 ft (23)	20 ft (23)	None (19, 23)
Minimum side yard setback (3)	5 ft (10)	10 ft (10)	None (20)	25 ft. (18)
Minimum rear yard setback (3)	20 ft	25 ft	None (20)	25 ft. (18)
Base height	30 ft	35 ft (4)	45 ft.	55 ft.
Maximum building coverage: Percentage (5)	40%	40%	–	–

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Referenced standards can be subsequently amended by the City utilizing the Engineering Design and Development Standards procedure for updates.

Maximum impervious surface: Percentage (5)	50%	70%	85%,75% (22)	85%
Minimum lot area	5,000 sq. ft	–	None	None
Minimum lot area for duplexes (2)	7,200 sq. ft	–	–	–
Minimum lot width (3)	40 ft	70 ft	None	None
Minimum lot frontage on cul-de-sac, sharp curve, or panhandle (16)	20 ft	–	–	–
WCF height (17)	60 ft	60 ft	120 ft	120 ft

(2) Development Conditions.

1. a. The maximum density for Whiskey Ridge subarea plan zones may be achieved only through the application of residential density incentive provisions outlined in Chapter 19.26 MMC.

2. The minimum lot sizes for duplexes apply to lots or parcels which existed on or before the effective date of the ordinance codified in this chapter. All new duplex lots created through the subdivision or short subdivision process shall be a minimum of 7,200 square feet in size, must include a “duplex disclosure,” and comply with the density requirements of the comprehensive plan (eight units per acre for the Single Family zone).

3. These standards may be modified under the provisions for zero lot line and townhome developments.

4. a. Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit; provided, that the maximum height may not exceed 60 feet.

b. Multiple-family developments, located outside of Planning Area 1, abutting or adjacent to areas zoned as single-family, or areas identified in the comprehensive plan as single-family, may have no more floors than the adjacent single-family dwellings, when single-family is the predominant adjacent land use.

5. Applies to each individual lot. Building coverage and impervious surface area standards for:

a. Regional uses shall be established at the time of permit review; or

b. Nonresidential uses in residential zones shall comply with MMC 19.12.200.

6. a. The densities listed for the single-family zones are net densities.

b. Mobile home parks shall be allowed a maximum density of eight dwelling units per acre, unless located in the SF, R-4.5 or R-6.5 zones, in which case they are limited to the density of the underlying zone.

7. The standards of the R-4.5 zone shall apply if a lot is less than 15,000 square feet in area.
8. On a case-by-case basis, the street setback may be reduced to 10 feet; provided, that at least 20 linear feet of driveway is provided between any garage, carport, or other fenced parking area and the street property line, or the lot takes access from an alley. The linear distance shall be measured in a straight line from the nearest point of the garage, carport or fenced area to the access point at the street property line. In the case of platted lots, no more than two consecutive lots may be reduced to 10 feet.
9. Residences shall have a setback of at least 50 feet from any property line if adjoining an agricultural zone either within or outside the city limits.
10. For townhomes or apartment developments, the setback shall be the greater of:
  - a. 20 feet along any property line abutting R-4.5 through R-8, and RU zones; or
  - b. The average setback of the R-4.5 through R-8 zoned single-family detached dwelling units from the common property line separating said dwelling units from the adjacent townhome or apartment development, provided the required setback applied to said development shall not exceed 60 feet. The setback shall be measured from said property line to the closest point of each single-family detached dwelling unit, excluding projections allowed per MMC 19.12.160 and accessory structures existing at the time the townhome or apartment development receives approval by the city.
11. On any lot over one acre in area, an additional five percent may be used for buildings related to agricultural or forestry practices.
12. The maximum building coverage shall be 10 percent where the lot is between 1.0 and 1.25 acres in area. The maximum shall be 15 percent where the lot is less than one acre in area.
13. The impervious surface area shall be:
  - a. Twenty percent when the lot is between 1.0 and 1.25 acres; and
  - b. Thirty-five percent when the lot is less than one acre in area.
14. Outside Planning Area 1, in the single-family high density zone, the small lot zone will be allowed through the PRD process with the minimum lot size being 5,000 square feet.
15. Single-family lots and units within the Whiskey Ridge MFL and R-12-28 zones shall utilize the dimensional requirements of the R-8 zone, except the base density.
16. Provided that the front yard setback shall be established as the point at which the lot meets the minimum width requirements. On a case-by-case basis, the street setback may be reduced to the minimum of 20 feet; provided, that the portion of the structure closest to the street is part of the "living area," to avoid having the garage become the predominant feature on the lot.
17. Heights may be increased to 160 feet on nonresidential land uses in R zones, including publicly owned facilities, if co-location is provided.
18. A 25-foot setback only required on property lines adjoining residentially designated property, otherwise no specific interior setback requirement.

19. Subject to sight distance review at driveways and street intersections.
20. A 20-foot setback is required for multifamily structures. A 20-foot setback is only required for commercial structures on property lines adjoining residentially designated property, otherwise no specific interior setback requirement.
21. A 10-foot setback is only required for multiple-family structures on property lines adjoining single-family residentially designated property, otherwise the minimum setback is five feet.
22. The 85 percent impervious surface percentage applies to commercial developments, and the 75 percent rate applies to multiple-family developments.
23. Required landscaping setbacks for developments on the north side of Soper Hill Road are 25 feet from edge of sidewalk.
24. Projects that are 15 acres or more in size with split zoning (two or more distinct land use zones) may propose a master site plan to density average or adjust the zone boundaries using topography, access, critical areas or other site characteristics to more effectively transition between land uses.

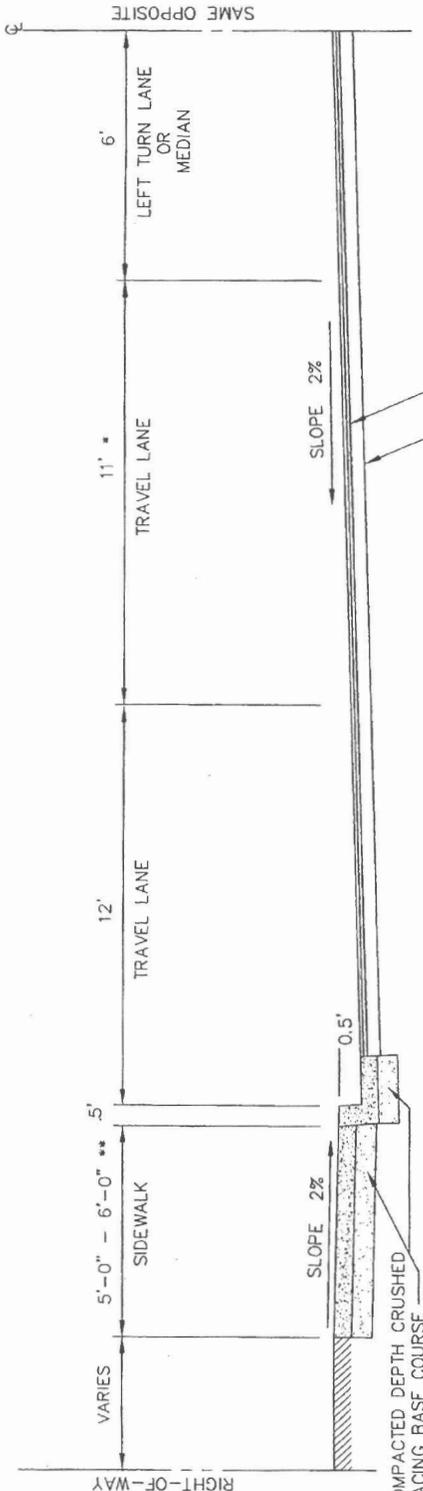
EXHIBIT A

Engineering Design and Development Standards for Area Roads and Multi-Use Trails

Land Use Element

4- 28

Marysville Comprehensive Plan – Whiskey Ridge Subarea Plan 051407

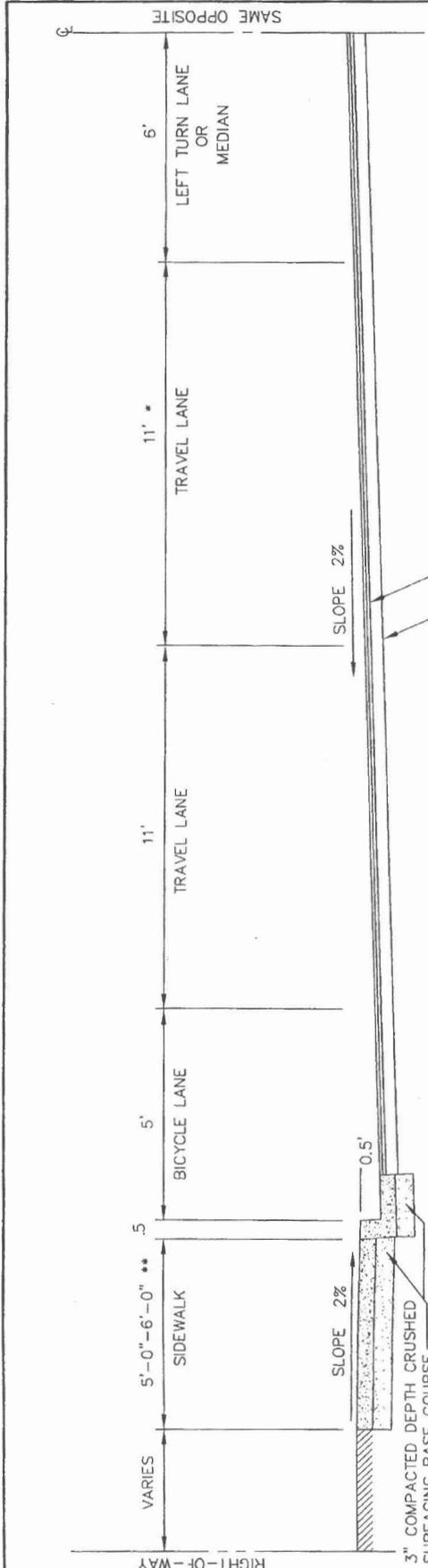


**NOTES**

1. CURB & GUTTER SHALL BE CEMENT CONCRETE BARRIER CURB & GUTTER PER SECTION 3-514.
2. CURB AND SIDEWALK JOINTS AS PER MARYSVILLE SECTION 3-515.
3. REFER TO SECTION 3-303 FOR DRIVEWAY DETAILS.
4. CURB RAMP DETAILS AS PER SECTION 3-516.
5. THIS DRAWING ILLUSTRATES A MINIMUM ASPHALT CONCRETE ROAD SECTION. ACTUAL SURFACING DESIGN FOR ARTERIALS AND COMMERCIAL ACCESS STREETS SHALL BE BASED ON SOILS AND TRAFFIC ANALYSIS.
6. ARTERIAL STREETS DESIGNATED AS A STREETSCAPE ROUTE SHALL PROVIDE PLANTER STRIP. SEE APPENDIX B.
7. A MINIMUM SEVEN FOOT SIDEWALK SHALL BE USED IN THE DOWNTOWN CENTRAL BUSINESS DISTRICT.
8. THE RIGHT-OF-WAY WIDTH SHALL BE WIDENED AN ADDITIONAL 5 FT MIN FOR PLACEMENT OF FIRE HYDRANTS AND MAILBOX CLUSTERS.
9. DRAINAGE REQUIRED BEHIND WALK IN CUT AREAS.

\* SEE APPENDIX B FOR NUMBER OF LANES AND RIGHT-OF-WAY WIDTHS  
 \*\* 6'-0" ADJACENT TO CURB, 5'-0" ADJACENT TO PLANTER STRIP

APPROVED BY	MARYSVILLE CITY ENGINEER	DATE
 <p><b>PRINCIPAL &amp; MINOR ARTERIAL</b>          COMBINED CURB, GUTTER &amp; SIDEWALK</p>		
STANDARD PLAN 3-201-001		

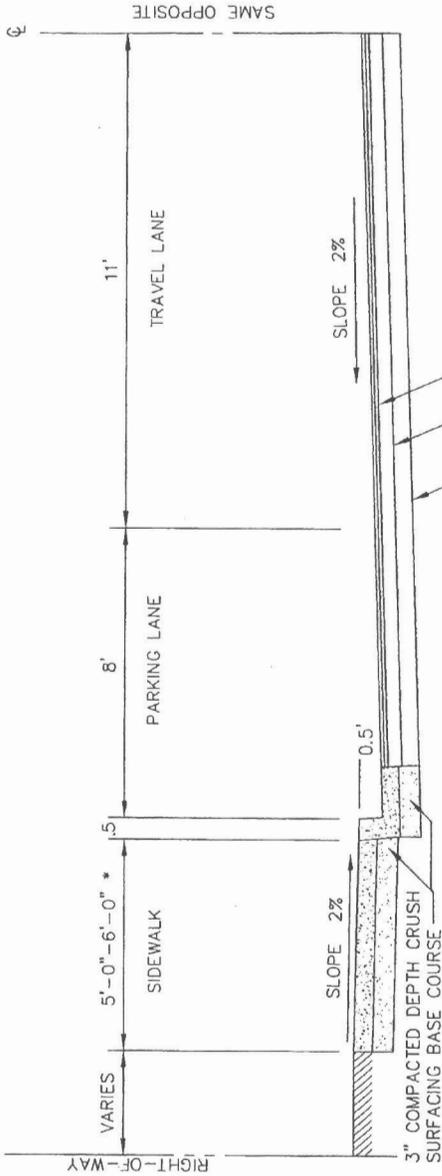


**NOTES**

1. CURB & GUTTER SHALL BE CEMENT CONCRETE BARRIER CURB & GUTTER PER SECTION 3-514.
2. CURB AND SIDEWALK JOINTS AS PER MARYSVILLE SECTION 3-515.
3. REFER TO SECTION 3-303 FOR DRIVEWAY DETAILS.
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 \*\* 6'-0" ADJACENT TO CURB, 5'-0" ADJACENT TO PLANTER STRIP

APPROVED BY MARYSVILLE CITY ENGINEER	DATE
<p><b>PRINCIPAL &amp; MINOR ARTERIAL</b>          BICYCLE CONFIGURATION</p>	



**NOTES**

1. CURB & GUTTER SHALL BE CEMENT CONCRETE BARRIER CURB & GUTTER PER SECTION 3-514.
  2. CURB AND SIDEWALK JOINTS AS PER MARYSVILLE SECTION 3-515.
  3. REFER TO SECTION 3-303 FOR DRIVEWAY DETAILS.
  4. CURB RAMP DETAILS AS PER SECTION 3-516.
  5. THIS DRAWING ILLUSTRATES A MINIMUM ASPHALT CONCRETE ROAD SECTION. ACTUAL SURFACING DESIGN FOR ARTERIALS AND COMMERCIAL ACCESS STREETS SHALL BE BASED ON SOILS AND TRAFFIC ANALYSIS.
  6. A 12' TRAVEL LANE AND ADDITIONAL RIGHT OF WAY MAY BE REQUIRED AS DETERMINED BY THE CITY ENGINEER
  7. A COMMERCIAL AND INDUSTRIAL ACCESS APPLICATION MAY REQUIRE A SEVEN FOOT SIDEWALK SECTION.
  8. THE RIGHT-OF-WAY WIDTH SHALL BE WIDENED AN ADDITIONAL 5 FT MIN FOR PLACEMENT OF FIRE HYDRANTS AND MAILBOX CLUSTERS.
  9. DRAINAGE REQUIRED BEHIND WALK IN CUT AREAS.
- \* 6'-0" ADJACENT CURB, 5'-0" ADJACENT TO PLANTER STRIP

APPROVED BY

MARYSVILLE CITY ENGINEER

DATE

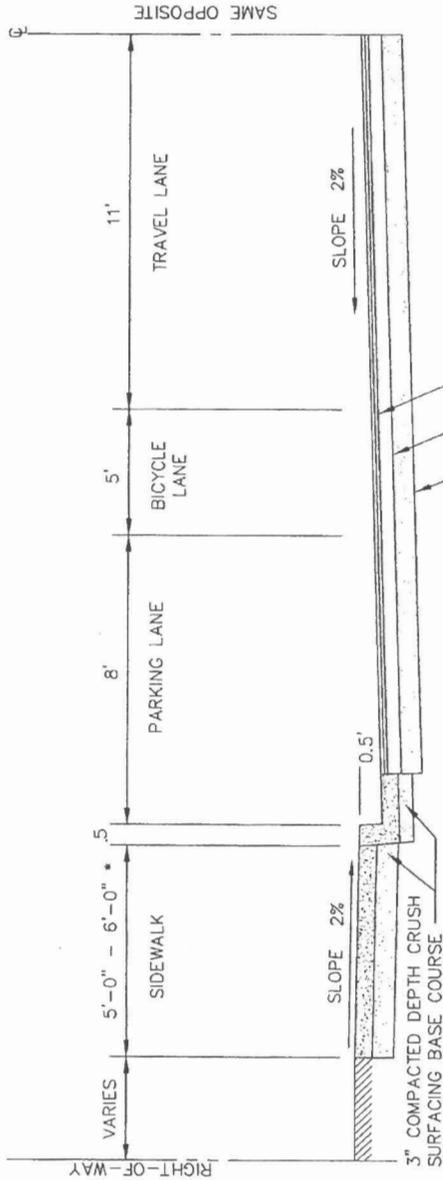
COLLECTOR ARTERIAL/  
COMMERCIAL ACCESS



STREET  
COMBINED CURB,  
GUTTER  
& SIDEWALK

STANDARD PLAN 3-201-003

LAST REVISED 02/13/07



**NOTES**

1. CURB & GUTTER SHALL BE CEMENT CONCRETE BARRIER CURB & GUTTER PER SECTION 3-514.
2. CURB AND SIDEWALK JOINTS AS PER MARYSVILLE SECTION 3-515.
3. REFER TO SECTION 3-303 FOR DRIVEWAY DETAILS.
4. CURB RAMP DETAILS AS PER SECTION 3-516.
5. THIS DRAWING ILLUSTRATES A MINIMUM ASPHALT CONCRETE ROAD SECTION. ACTUAL SURFACING DESIGN FOR ARTERIALS AND COMMERCIAL ACCESS STREETS SHALL BE BASED ON SOILS AND TRAFFIC ANALYSIS PER SECTION 3-402.
6. A 12' TRAVEL LANE AND ADDITIONAL RIGHT OF WAY MAY BE REQUIRED AS DETERMINED BY THE CITY ENGINEER.

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

MARYSVILLE CITY ENGINEER \_\_\_\_\_

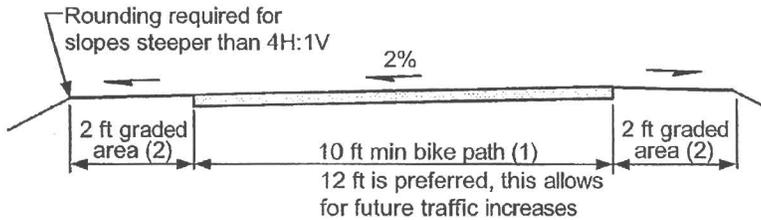
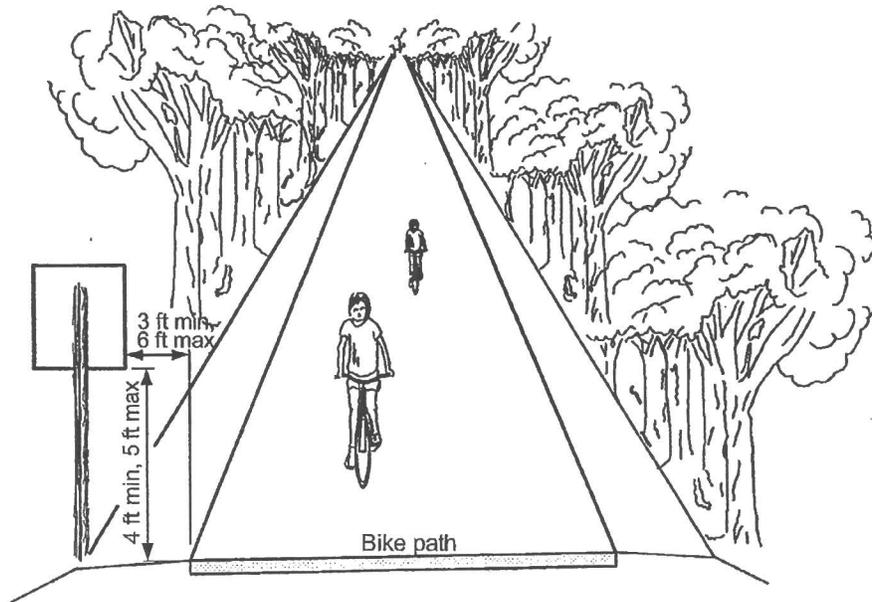
**COLLECTOR ARTERIAL/  
COMMERCIAL ACCESS  
STREET**  
BICYCLE  
CONFIGURATION



STANDARD PLAN 3-201-004

7. A COMMERCIAL AND INDUSTRIAL ACCESS APPLICATION MAY REQUIRE A SEVEN FOOT SIDEWALK SECTION.
8. THE RIGHT-OF-WAY WIDTH SHALL BE WIDENED AN ADDITIONAL 5 FT MIN FOR PLACEMENT OF FIRE HYDRANTS AND MAILBOX CLUSTERS.
9. DRAINAGE REQUIRED BEHIND WALK IN CUT AREAS.

LAST REVISED 10/18/06



NOTE:

- (1) Use 12 to 14 ft when maintenance vehicles use a shared use path as an access road for utilities. Use of 12 to 14 ft paths is recommended when there will be substantial use by bicycles ( $\geq 60$  bicycles per day), or joggers, skaters, and pedestrians (20 per hour). Contact region's Bicycle Coordinator for bicycle use information. See 1020.05(2)(a) for more discussion on bicycle path widths.
- (2) Where the paved width is wider than the minimum required, reduce the graded area accordingly.

**Two-Way Shared Use Path on Separate Right of Way**

Figure 1020-13

Exhibit B

Transportation Memorandums from Perteet Inc.

1. East Sunnyside/Whiskey Ridge Transportation Needs Evaluation
2. Evaluation of the Continuity of 67<sup>th</sup> Avenue to 71<sup>st</sup> Avenue Corridor
3. Traffic Impact Fee Mitigation 2007 Update

# **East Sunnyside/Whiskey Ridge Transportation Needs Evaluation**

## **1. Introduction**

The East Sunnyside / Whiskey Ridge neighborhood is located in the southeast corner of the City of Marysville, bounded by Soper Hill Road on the south, Highway 9 on the east, and 64<sup>th</sup> Street (SR 528) on the north. The west boundary of the neighborhood is approximately 75<sup>th</sup> Avenue north of 52<sup>nd</sup> Street, and 67<sup>th</sup> Avenue south of 52<sup>nd</sup> Street.

A significant part of the neighborhood has been under the jurisdiction of Snohomish County, but within the City's Urban Growth Area (UGA) boundary. In this respect, the development of some the transportation infrastructure has been to County standards.

This Transportation Needs Evaluation considers the long-term potential development of the neighborhood (developable land capacity), adjacent neighborhoods inside the City, County, and other jurisdictions. The Transportation Needs Evaluation also considers the existing and future regional roads, transit services, and non-motorized facilities.

## **2. Land Use Assumptions**

The East Sunnyside / Whiskey Ridge neighborhood comprises about 1,822 acres of which there are about 1,585 (87%) gross developable acres and about 1,372 (75%) net developable acres. The neighborhood has several steep hillsides, ravines, creeks, and woods. It is expected that the urban development will be predominantly single family residential (including duplexes), with some multi-family units, a limited amount of neighborhood commercial, and a commercial and mixed use area along Highway 9 from the intersection of SR 92 to Soper Hill Road.

The developable land capacity analysis indicates that the number of dwelling units in the neighborhood could increase from about 910 units today to about 4,275 units in the future, and that employment in the neighborhood could increase from about 34 employees to 733 employees. Development demands are high and full build-out could occur by 2025 or earlier

## **3. Traffic Forecasting Methodology**

The travel forecasting for the East Sunnyside / Whiskey Ridge neighborhood employed the City of Marysville's current T-Model/2 program, which was developed in 2004 to predict traffic volumes for the year 2025. This model covers the City of Marysville and its UGA areas, and uses external traffic inputs from the regional traffic model developed by the Puget Sound Regional Commission (PSRC). Because the East Sunnyside / Whiskey Ridge neighborhood is at the extreme southeast edge of the City's T-Model/2 coverage area, the external inputs create a significant impact on the traffic estimates.

The land use assumptions in the Traffic Analysis Zones (TAZ's) of the City's T-Model that relate to the East Sunnyside / Whiskey Ridge neighborhood were reviewed for compliance with the land use assumptions proposed in the neighborhood plan. The model assumptions were found to be relatively consistent with the neighborhood plan, with two

exceptions. Minor adjustments were made in the assumptions of single-family residences and multi-family residences, and about 100,000 square feet of quasi-institutional space assumed in the T-Model/2 program were transferred to a retail category to more reasonably represent the proposed commercial / mixed use area near Highway 9.

The road network assumptions of the current T-Model/2 program were also revised to include a more direct connection to Highway 9 at the SR-92 intersection. In this case, an arterial road would connect from this key intersection to the 40<sup>th</sup> Street right-of-way near 83<sup>rd</sup> Avenue and continue west to Sunnyside Boulevard.

The T-Model/2 program was revised using these land-use and road network adjustments and run to provide new traffic forecasts for the year 2025.

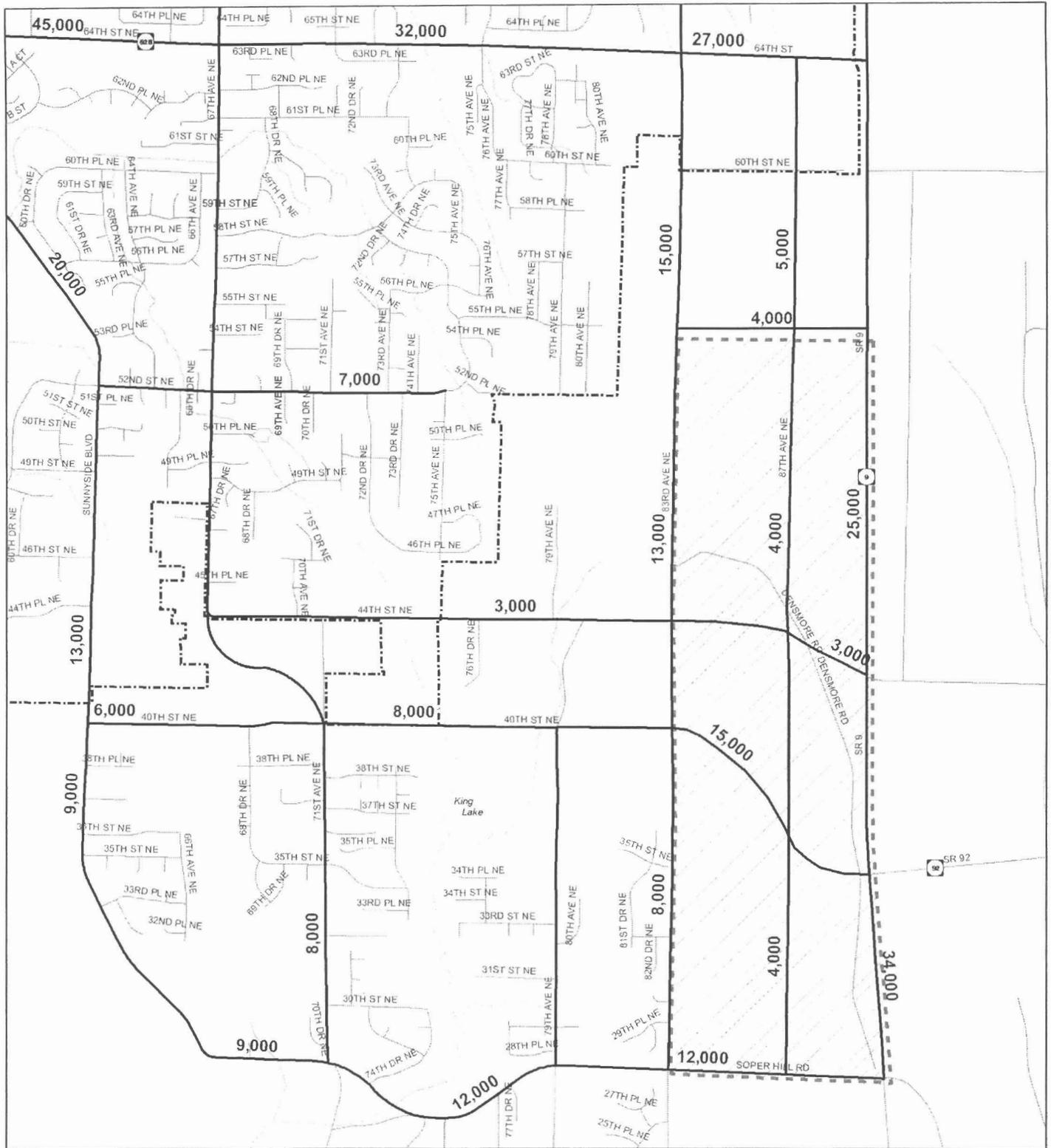
**4. Traffic Demands and Arterial Road Facilities**

Results from the traffic model indicate that there will be very heavy traffic demands in the east-west and in the north-south directions, as shown on *Figure 1* and summarized on *Table 1*.

The highest volumes in the east-west direction will be on 64<sup>th</sup> Street (SR-528), where traffic demands at the west end of the study area could reach 45,000 vehicles per day. The proposed extension of SR-92 west and north to connect to 40<sup>th</sup> Street could carry up to 15,000 vehicles per day at the east end at SR-9. Soper Hill Road could carry up to 12,000 vehicles per day at the east end.

The highest volumes in the north-south direction will be on SR-9, where traffic demands at the south end of the study area could reach 34,000 vehicles per day. Sunnyside Boulevard could carry up to 20,000 vehicles per day at the north end, and 67<sup>th</sup> and 83<sup>rd</sup> Avenues could carry up to 15,000 vehicles per day each at the north end of the study area.

<b>Table 1</b>		
<b>Estimated 2025 Daily Traffic Volumes</b>		
	<i>Minimum</i>	<i>Maximum</i>
<b>East-West Streets</b>		
64 <sup>th</sup> Street (SR 528)	27,000	45,000
52 <sup>nd</sup> / 54 <sup>th</sup> Street	4,000	7,000
44 <sup>th</sup> Street	3,000	3,000
40 <sup>th</sup> Street to SR-92	6,000	15,000
Soper Hill Road	9,000	12,000
<b>North-South Streets</b>		
Sunnyside Boulevard	9,000	20,000
67 <sup>th</sup> / 71 <sup>st</sup> Avenues	8,000	15,000
83 <sup>rd</sup> Avenue	8,000	15,000
87 <sup>th</sup> Avenue	4,000	5,000
SR-9	25,000	34,000



City of Marysville  
**Whiskey Ridge Master Plan**  
 2025 Daily Traffic Volume

Master Plan Area  
 Marysville city limits  
 East Sunnyside Neighborhood

December 8, 2006



0 500 1,000 Feet



Figure 1

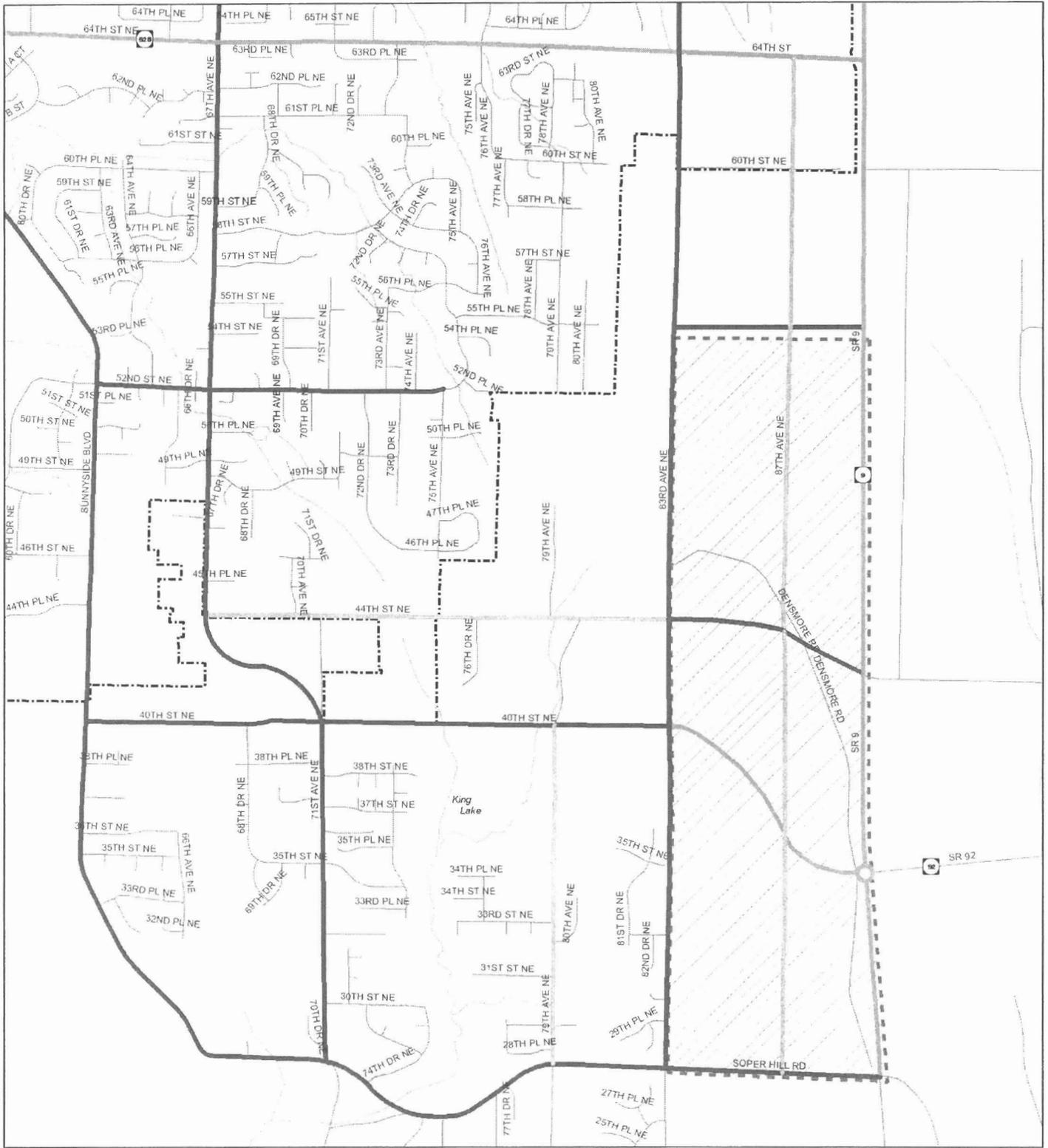
Based on these analyses, the following road improvements are recommended, as shown on *Figure 2* and summarized in *Table 2*.

- ***Sunnyside Boulevard / Soper Hill Road*** should be classified as a Minor Arterial and will require at least a three-lane section. Depending on the type of access control (traffic control signals or roundabouts), a center landscaped boulevard may be appropriate. Bike lanes or a multi-purpose road-side path would be appropriate.
- ***67<sup>th</sup> / 71<sup>st</sup> Avenues*** should be a connected route, if possible, from 64<sup>th</sup> Street through to Soper Hill Road and classified as a Minor Arterial with a three-lane section with bike lanes or a road-side path.
- ***79<sup>th</sup> Avenue*** should be classified as a Collector Arterial north of 40<sup>th</sup> Street and designed for two lanes to Soper Hill Road
- ***83<sup>rd</sup> Avenue*** should be classified as a Minor Arterial and designed for three lanes from 64<sup>th</sup> Street (SR528) to Soper Hill Road. This alignment is considered preferable to 87<sup>th</sup> Avenue for the primary north-south arterial because it is more central to the neighborhood.
- ***87<sup>th</sup> Avenue*** should be classified as a Collector Arterial and designed for two lanes with bike lanes. It is not recommended that 87<sup>th</sup> Avenue be a through street from 64<sup>th</sup> Avenue to Soper Hill, because of its proximity to SR-9. Intersections at major cross-streets could eventually back traffic up into intersections at SR-9 if there is significant north-south through-traffic on 87<sup>th</sup> Avenue. However, 87<sup>th</sup> Avenue should be designed for primary commercial access where it crosses other arterial streets such as 35<sup>th</sup> Street with left-turns where appropriate.
- ***40<sup>th</sup> Street*** should be connected from Sunnyside Boulevard to the intersection of SR-92 at SR-9. It should be classified as a Principal Arterial east of 83<sup>rd</sup> Avenue with a five-lane section to accommodate the planned adjacent commercial and higher density housing. West of 83<sup>rd</sup> Avenue, it should be classified as a Minor Arterial and designed with a three-lane section.
- ***44<sup>th</sup> Street*** should be extended to the Sunnyside School Road / Densmore Road intersection and then follow the existing alignment of Sunnyside School Road to the intersection at SR-9. It could continue east of SR-9 to provide access to communities in the unincorporated County. East of 83<sup>rd</sup> Avenue, 44<sup>th</sup> Street should be designated as a Minor Arterial with a three-lane section and bike lanes. West of 83<sup>rd</sup> Avenue, 44<sup>th</sup> Street should be designated as a Collector Arterial with two travel lanes and bike lanes.
- ***Sunnyside School Road*** and ***Densmore Road*** should both be disconnected at 44<sup>th</sup> Street and at 35<sup>th</sup> Street (SR-92 extension) due to their proximity to key SR-9 intersections. The rights-of-way could be used for local access streets and/or a multi-use trail.
- ***54<sup>th</sup> Street*** is recommended as a replacement access route to SR-9 for 60<sup>th</sup> Street, which is considered too close to the major intersection of 64<sup>th</sup> Street (SR-528) at SR-9. The 54<sup>th</sup> Street alignment would be approximately a midpoint between the major 64<sup>th</sup> Street intersection and the recommended 44<sup>th</sup> Street (Sunnyside School Road) intersection on SR-9. This connection to SR-9 should be classified as a

Minor Arterial with a three-lane section and bike lanes. It could also be continued east of SR-9 provide access to communities in the unincorporated County.

- **Neighborhood Collectors** – other streets, such as 60<sup>th</sup> Street and 79<sup>th</sup> Avenue north of 52<sup>nd</sup> Street, could be designated as neighborhood collectors with a two-lane section. Extension of 54<sup>th</sup> Street east of 83<sup>rd</sup> Avenue across the PSE right-of-way could also be considered as a neighborhood collector to provide better access the neighborhood west of 83<sup>rd</sup> Avenue.

<b>Table 2</b>			
<b>Recommended Arterial Road System</b>			
	<b>From</b>	<b>To</b>	<b>Lanes</b>
<b>Principal Arterials</b>			
SR 528 (64 <sup>th</sup> St.)	4 <sup>th</sup> Street	SR-9	5
35 <sup>th</sup> / 40 <sup>th</sup> Street (SR92 extension)	83 <sup>rd</sup> Street	SR-9	5
<b>Minor Arterials</b>			
Sunnyside Boulevard	3 <sup>rd</sup> Street	Soper Hill Road	3
Soper Hill Road	Sunnyside	SR-9	3
83 <sup>rd</sup> Avenue	64 <sup>th</sup> Street	Soper Hill Road	3
67 <sup>th</sup> Avenue	64 <sup>th</sup> Street	44 <sup>th</sup> Street	3
67 <sup>th</sup> / 71 <sup>st</sup> Avenues	44 <sup>th</sup> Street	Soper Hill Road	3
52 <sup>nd</sup> Street	Sunnyside	75 <sup>th</sup> Avenue	3
54 <sup>th</sup> Street	83 <sup>rd</sup> Avenue	SR-9	3
44 <sup>th</sup> Street	83 <sup>rd</sup> Avenue	SR-9	3
40 <sup>th</sup> Street	Sunnyside	83 <sup>rd</sup> Avenue	3
<b>Collector Arterials</b>			
44 <sup>th</sup> Street	67 <sup>th</sup> Avenue	83 <sup>rd</sup> Avenue	2
79 <sup>th</sup> Avenue	40 <sup>th</sup> Street	Soper Hill Road	2
87 <sup>th</sup> Avenue	64 <sup>th</sup> Street	Soper Hill Road	2



City of Marysville  
**Whiskey Ridge Master Plan**  
**Arterial Functional Classifications**

- ARTERIAL**
- PRINCIPAL
- MINOR
- COLLECTOR
- Master Plan Area
- Marysville city limits
- East Sunnyside Neighborhood

December 8, 2006



Figure 2

## 5. Transit Facilities

Currently, Community Transit Route 221 is the primary transit service in the neighborhood. It operates on SR 9 and 64<sup>th</sup> Street (SR-528) connecting Lake Stevens to Quil Ceda Village via downtown Marysville. Service is provided all day long at a frequency of about one bus per hour. Two commuter routes (CT-421 and CT-821) pass by the corner of SR 528 and 67<sup>th</sup> Street. Service is limited to the morning and afternoon commuter hours.

Transit service areas are usually defined as the properties within 1,500 feet of a bus route where stops are made. There are currently bus stops on 64<sup>th</sup> Street, which limits the existing coverage to East Sunnyside residents within 1,500 feet of 64<sup>th</sup> Street.

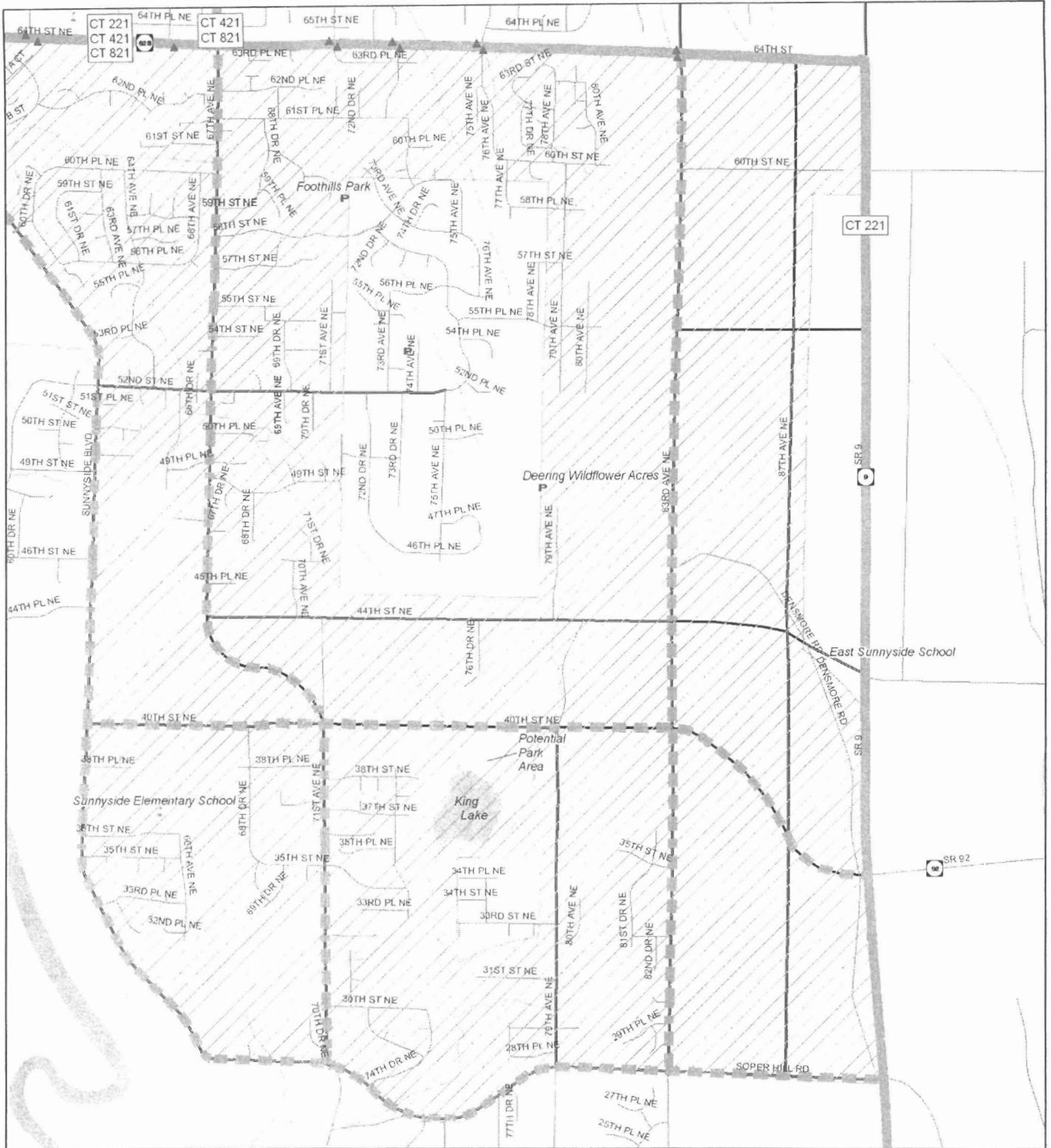
As the East Sunnyside / Whiskey Ridge Community grows to its capacity of nearly 12,000 residents, it will require additional public transit services. The future transit routes should be designed to provide service to within 1,500 feet of as many residents as possible. It is likely, for example, that CT-221 could be rerouted from SR-9 to a minor arterial street within the Whiskey Ridge community, such as 83<sup>rd</sup> Avenue, to allow more frequent stops and improved coverage.

It is prudent therefore, for the City to design streets to support future bus routes to serve future residents and employees. Street design considerations should include providing additional right-of-way for bus stop locations, bus shelter (pad) locations, and improved sidewalk or trail access. This infrastructure should be considered a mitigation expense in the same manner as road facilities and non-motorized facilities.

It is recommended that design of the following Principal and Minor Arterial streets should include provisions for future bus routes as shown on **Figure 3**:

- Sunnyside Boulevard
- Soper Hill Road
- 40<sup>th</sup> Street to the SR-92 intersection at SR-9
- 83<sup>rd</sup> Avenue
- 67<sup>th</sup> / 71<sup>st</sup> Avenues

Assuming that bus routes will continue to operate on 64<sup>th</sup> Street, this will provide very good coverage of the East Sunnyside / Whiskey Ridge Community as shown on **Figure 3**. As the neighborhood develops, the City should work with Community Transit to provide new bus routes on the designated arterial streets.



City of Marysville

# Whiskey Ridge Master Plan Transit Service

December 8, 2006

- Marysville city limits
- Existing Community Transit Routes
- Schools
- Existing Community Transit Stops
- Parks
- Potential Transit Streets
- Potential Transit Service Coverage Area



Figure 3

## 6. Non-motorized Facilities

Multi-purpose trails, bike lanes, sidewalks and other non-motorized facilities should be provided for recreational purposes and to encourage commuters to use modes other than automobiles to travel to work places and schools. In this regard, it is important to locate these facilities near parks, schools, higher density residential, and bus routes.

It is also important to maintain a grid system of non-motorized facilities so that pedestrians and cyclists are not discouraged by long winding routes. Sidewalks should be provided on all arterial roads unless a road-side multi-purpose path is provided.

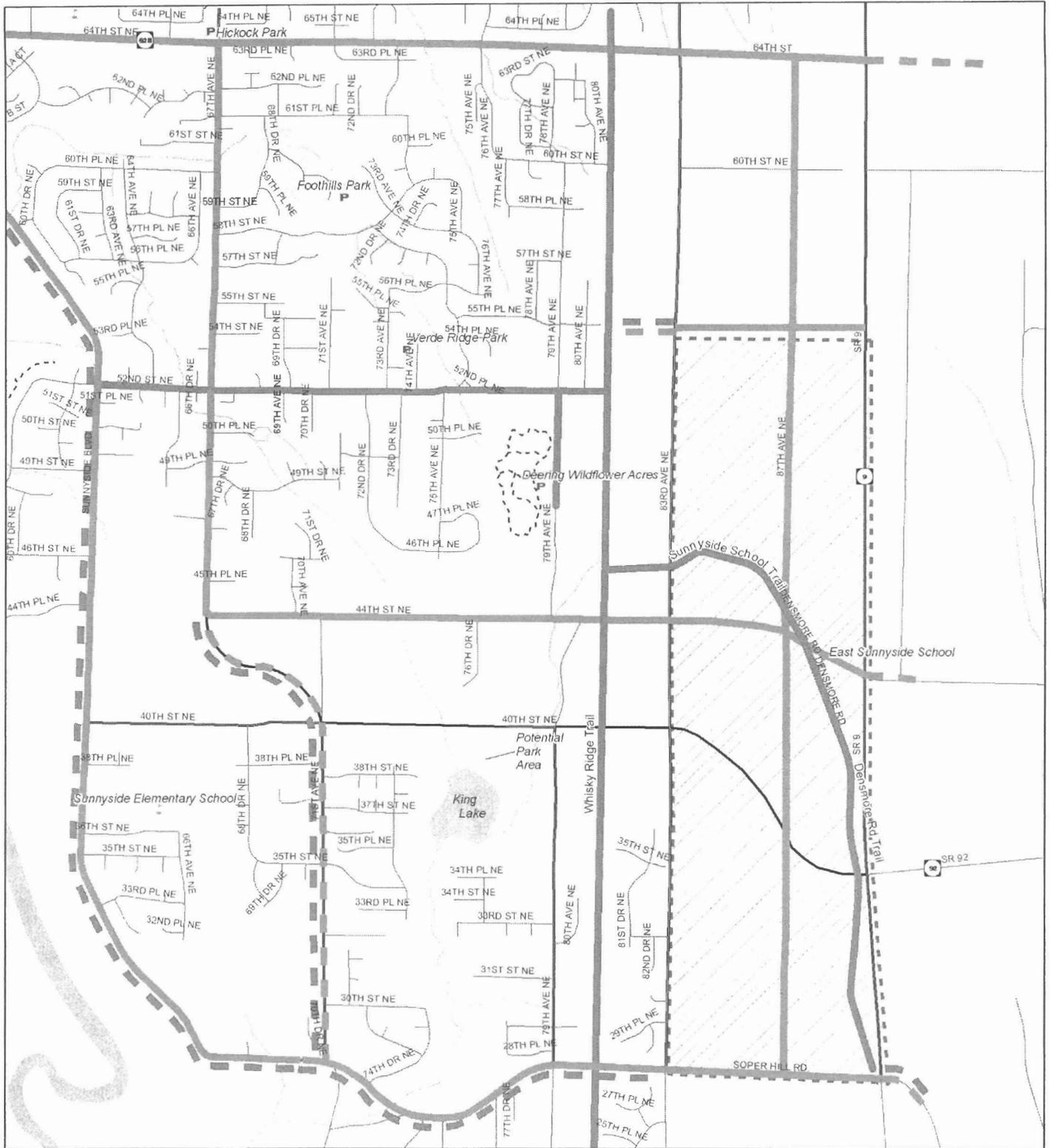
A network of trails and bike lanes is shown on *Figure 4*.

*Multi-purpose Paths and Trails* are recommended in the following corridors:

- *Densmore / Sunnyside School Road* right-of-way should be converted to a north-south trail or a local access road with a road-side path.
- *A PSE Corridor* runs parallel and west of 79<sup>th</sup> Avenue from Soper Hill Road to 64<sup>th</sup> Street and beyond, which would provide an excellent right-of-way for a trail. Proposed as the Whiskey Ridge Trail, it would provide excellent north-south connections to homes, parks, shops and bus routes
- *52<sup>nd</sup> Street* would provide an excellent east-west opportunity for a road-side path to connect Sunnyside Boulevard to Deering Wildflower Acres and the potential Whiskey Ridge (PSE) Trail.

*Bike Lanes (or multi-use road-side paths)* are recommended in the following corridors:

- *64<sup>th</sup> Street (SR-528)* is a connector route for commuter-type bike lanes.
- *Sunnyside Boulevard / Soper Hill Road* corridor should include bike lanes and sidewalks or a multi-use road-side path.
- *67<sup>th</sup> / 71<sup>st</sup> Avenues* from 64<sup>th</sup> Street to Sunnyside/Soper Hill Road should include bike lanes or a multi-use road-side path.
- *44<sup>th</sup> Street* could be a preferably route to 40<sup>th</sup> Street for bike lanes from 67<sup>th</sup> Avenue to SR-9 and the Densmore/School Road Trail. A connection west of 67<sup>th</sup> Avenue to Sunnyside Boulevard would be desirable.
- *54<sup>th</sup> Street/55<sup>th</sup> Place* could use bike lanes or a trail to provide continuity of the 52<sup>nd</sup> Street path east to the Whiskey Ridge (PSE) Trail and SR-9.
- *87<sup>th</sup> Avenue* is a preferable to 83<sup>rd</sup> Avenue as a north-south route for bike lanes or a multi-use road-side path due to the proximity of 83<sup>rd</sup> Avenue to the proposed Whiskey Ridge Trail and since 87<sup>th</sup> Avenue would also provide continuity of the Densmore / Sunnyside School Trail.



City of Marysville

# Whiskey Ridge Master Plan Parks, Routes, and Trails

December 8, 2006



Master Plan Area  
Marysville city limits

Schools  
Parks

East Sunnyside Neighborhood  
Multi-use Path/Trail  
Bicycle Lanes



Figure 4

City of Marysville  
Sunnyside Boulevard Corridor Traffic Analysis  
Evaluation of the Continuity of the 67<sup>th</sup> Avenue to 71<sup>st</sup> Avenue Corridor

**Introduction**

In evaluating the ultimate design of Sunnyside Boulevard, the potential traffic volumes on Sunnyside Boulevard and intersecting streets are a significant element of the design of lane and intersection configurations. The design of parallel routes will greatly influence the traffic demands on Sunnyside Boulevard.

In the Transportation Element of the Whiskey Ridge Subarea Plan, a network of Minor and Collector Arterial streets was recommended to distribute future traffic loads in a fair and reasonable manner. The following north-south streets were recommended to be designed as three-lane Minor Arterial Streets to distribute the traffic loads:

- Sunnyside Boulevard south of 52<sup>nd</sup> Street,
- 67<sup>th</sup>/71<sup>st</sup> Avenue, south of SR-528 (164<sup>th</sup> Street), and
- 83<sup>rd</sup> Avenue south of SR-528

Key elements of the 67<sup>th</sup>/71<sup>st</sup> Avenue corridor were improving the intersection at Soper Hill Road to a more conventional design (eliminating the off-set) and constructing a direct connection between 67<sup>th</sup> Avenue and 71<sup>st</sup> Avenue, (eliminating the dog-leg through 44<sup>th</sup> Street).

This evaluation documents the impacts of not providing the proposed improvements on the 67<sup>th</sup>/71<sup>st</sup> Avenue corridor.

**Whiskey Ridge Subarea Plan 2025 Traffic Volumes**

In the Transportation Element of the Whiskey Ridge Subarea Plan, the daily traffic volumes for the arterial street system were estimated for the year 2025, with the assumption that full build-out of the Whiskey Ridge development would be complete.

It was assumed that a direct connection between 67<sup>th</sup> Avenue and 71<sup>st</sup> Avenue would be completed, eliminating the existing dog-leg through 44<sup>th</sup> Avenue. It was further assumed that 40<sup>th</sup> Avenue would be improved to a three-lane Minor Arterial from Sunnyside Boulevard to 83<sup>rd</sup> Avenue, with a further extension as a five-lane Principal Arterial to the intersection of SR-92 at SR-9.

The 2025 traffic volumes for Sunnyside Boulevard, 67<sup>th</sup>/71<sup>st</sup> Avenues and 40<sup>th</sup> Street, as estimated in the Transportation Element of the Whiskey Ridge Subarea Plan, are shown on the attached figure, *2025 Daily Traffic Volumes, 67<sup>th</sup>/71<sup>st</sup> Avenue Corridor, Comparative Evaluation* as the *“Recommended Alignment”*.

These traffic estimates illustrate that there is a reasonable balance of traffic volumes on Sunnyside Boulevard (about 9,000 to 20,000 vehicles per day) and on the 67<sup>th</sup>/71<sup>st</sup> Avenue Corridor (about 8,000 to 15,000 vehicles per day).

At these levels, it is likely that both routes will operate at a safe level of service with only a three-lane section. The section of Sunnyside Boulevard north of 52<sup>nd</sup> Street (20,000 vehicles per day) may be at the critical point where five lanes would be required. The detailed analysis of intersection traffic movements and alternative traffic control devices, (such as four-way stops, traffic signals, or roundabouts) is currently under study to determine the appropriate number of lanes.

### **General Impacts of 67<sup>th</sup>/71<sup>st</sup> Avenue Corridor Continuity**

For this comparative analysis, the traffic model was adjusted to replicate the effects of a dog-leg in the 67<sup>th</sup>/71<sup>st</sup> Avenue corridor at 44<sup>th</sup> Avenue. The dog-leg will add severe turns at two additional intersections for through traffic which will tend to discourage traffic from using this route.

This type of traffic impedance usually will shift traffic to other routes. The model evaluated shifts of traffic from 67<sup>th</sup>/71<sup>st</sup> Avenue to the parallel routes of Sunnyside Boulevard, 83<sup>rd</sup> Street, and SR-9. The model indicates that, in general, most of the traffic will likely shift to Sunnyside Boulevard because of its ultimate destination within the Whiskey Ridge community.

The 2025 traffic volumes for Sunnyside Boulevard, 67<sup>th</sup>/71<sup>st</sup> Avenues and 40<sup>th</sup> Street, assuming the dog-leg on 67<sup>th</sup> Avenue at 44<sup>th</sup> Street are shown on the bottom half of the attached figure, *2025 Daily Traffic Volumes, 67<sup>th</sup>/71<sup>st</sup> Avenue Corridor, Comparative Evaluation* as the “44<sup>th</sup> Street Dog-Leg”.

These traffic estimates illustrate that the balance of traffic volumes has become a little more skewed, with Sunnyside Boulevard carrying about 2,000 vehicles per day more and the 67<sup>th</sup>/71<sup>st</sup> Avenue Corridor carrying about 2,000 vehicles per day less, north of 40<sup>th</sup> Street. Most of the diverted traffic is projected to return to the 71<sup>st</sup> Avenue corridor from Sunnyside Boulevard via 40<sup>th</sup> Avenue.

The increase of traffic on Sunnyside Boulevard due to this shift may increase the potential need to design Sunnyside as a five-lane section in the segments north of 52<sup>nd</sup> Avenue, rather than as a three-lane section.

### **Variations in the City Traffic Model**

In evaluating the impacts of the alignment change in the 67<sup>th</sup>/71<sup>st</sup> Avenue corridor, it was also observed that the City of Marysville’s T-Model/2 traffic model may be underestimating the total traffic demands in the Sunnyside Boulevard and 67<sup>th</sup>/71<sup>st</sup> Avenue corridors.

The City of Marysville’s current T-Model/2 traffic model was developed in 1999. The model is dependent on forecasted data at “external node” points derived from other regional models, such as the Puget Sound Regional Council (PSRC) Emme/2 model. Such forecasted data for “external nodes” is not usually changed unless a major update of the City’s T-Model/2 is completed. Thus, the data can become outdated.

In evaluating the impacts of this corridor, the data at the “external node” of Sunnyside Boulevard south of Soper Hill Road was reviewed. In 1999, the traffic count data indicated that about 187 PM peak hour trips used Sunnyside Boulevard south of Soper Hill Road. The City’s T-Model/2 predicted that the traffic at this “external node” would increase more than threefold to about 572 PM peak hour trips by the Year 2025 horizon.

Traffic counts taken in 2006 and 2007 at this “external node” indicate that there are already about 490 to 500 PM peak hour trips, or about 80% of the forecasted growth. If the growth in the first 7 years (1999 to 2006) of the 26 year (1999 to 2025) forecast has already reached this level, then it may be that the long-term 2025 forecasts for this “external node” are underestimated.

If the traffic forecasts for this “external node” are underestimated, then the traffic volumes on both Sunnyside Boulevard and the 67<sup>th</sup>/71<sup>st</sup> Avenue corridors may also be underestimated. Verification of this possibility could only be made by updating the City’s T-Model/2.

### **Summary and Conclusions**

The above analyses indicate that:

- Additional traffic will shift to Sunnyside Boulevard if the continuity of the 67<sup>th</sup>/71<sup>st</sup> Avenue corridor is not maintained.
- The traffic volumes on both the Sunnyside Boulevard and the 67<sup>th</sup>/71<sup>st</sup> Avenue corridors may be underestimated.
- Additional traffic on Sunnyside Boulevard may increase the potential need for a five-lane section in the segments north of 52<sup>nd</sup> Avenue.

It is therefore recommended that an alignment be designed to connect 67<sup>th</sup> Avenue directly with 71<sup>st</sup> Avenue. This will maintain the continuity of the 67<sup>th</sup>/71<sup>st</sup> Avenue Corridor and distribute the north-south traffic loads through the Whiskey Ridge community more reasonably. It will reduce the potential that more sections of Sunnyside Boulevard would need to be widened from three lanes to five lanes.



2025 ADT with Recommended Alignment



2025 ADT with 44th Street Dog-Leg

**2025 Daily Traffic Volume  
67th / 71st Avenue Corridor  
Comparative Evaluation**

City of Marysville  
Traffic Impact Mitigation Fee  
2007 Update

**Introduction**

The Marysville City Council has directed Staff to revisit the traffic impact mitigation fee calculation periodically as needed. Because the costs of transportation projects in the region have escalated significantly in the past few years, and new road arterial projects are recommended resulting from the Whiskey Ridge/Sunnyside Master Planning effort, the City therefore engaged Perteet, Inc. to confirm the revised traffic impact fee calculation and perform a mitigation fee peer review.

**2006 Mitigation Fees and Calculations**

The current Traffic Mitigation Fees under Title 18B MMC (effective 1/1/06), are as follows:

Single Family (per unit)	\$3,175.00
Duplex (per unit)	\$2,317.75
Multi-family (per unit)	\$1,968.50
Commercial (per PM PHT)	\$1,300.00

These fees were calculated by estimating the sum costs of committed transportation projects plus the 6-Year TIP plus 20-Year Improvements plus Bond Debt Service.

The sum costs were then divided by the estimated number of new trips in the afternoon peak commute hour (PM PHT) over the 20-Year period to determine the “**Maximum Possible Impact Fee**”, which was **\$5,973 per PM PHT**.

The “Maximum Possible Impact Fee” was then discounted by about 78% for commercial developments and only by about 47% for the single family residential developments to reach the published Traffic Mitigation Fees, above.

**2007 Maximum Possible Impact Fee Calculation**

The 2007 Traffic Mitigation Fees may be calculated in the same manner. The City-wide project lists have been updated as follows.

The total updated transportation project costs are:

Committed Transportation Projects	\$ 20,175,000
Recommended 6-Year Improvements	\$ 39,713,000
Recommended 20-Year Improvements	\$ 74,436,000
General Obligation Bond Debt Service	<u>\$ 5,880,000</u>
<b>Total Current Program Costs</b>	<b>\$140,204,000</b>

In addition, there are several road improvements in the Whiskey Ridge/Sunnyside neighborhood plan that will be added to the recommended 6-Year and 20-Year project

lists. Very preliminary budget estimates for these projects indicate a range of \$48 million to \$94 million based on the following:

**Limited Projects**

40 <sup>th</sup> Street – 3-lane minor Sunnyside to 83 <sup>rd</sup> Avenue -	\$13,000,000
40 <sup>th</sup> Street– 5-lane principal 83 <sup>rd</sup> to SR-9 at SR-92	\$18,000,000
67 <sup>th</sup> /71 <sup>st</sup> – 3-lane minor arterial 52 <sup>nd</sup> Street to Soper Hill	<u>\$17,000,000</u>
Subtotal	\$48,000,000

**Additional Projects**

Sunnyside – 3-lane minor 52 <sup>nd</sup> Street to 71 <sup>st</sup> Avenue -	\$19,000,000
83 <sup>rd</sup> Avenue – 3-lane minor 164 <sup>th</sup> to Soper Hill -	\$17,000,000
44 <sup>th</sup> Street – 3-lane minor 67 <sup>th</sup> Avenue to SR-9 -	<u>\$10,000,000</u>
Subtotal	\$46,000,000

**Total Projects** **\$94,000,000**

Total Transportation Costs	\$140,204,000
– Limited Whiskey Ridge Projects	<u>\$ 48,000,000</u>
<b>Total Transportation Costs – Limited Whiskey Ridge</b>	<b>\$188,204,000</b>

Total Transportation Costs	\$140,204,000
– Total Whiskey Ridge Projects	<u>\$ 94,000,000</u>
<b>Total Transportation Costs – Total Whiskey Ridge</b>	<b>\$234,204,000</b>

The “Maximum Possible Impact Fee” is then calculated by dividing the total transportation project costs by the estimated number of new trips in the afternoon peak commute hour (PM PHT) over the 20-Year period.

Therefore, depending on the option assumed for the Whiskey Ridge projects, the “Maximum Possible Impact Fee” for 2007 would be in the range of:

“Maximum Possible Impact Fee” = \$188,204,000 / 12,935 new trips = \$14,550  
for the Limited Whiskey Ridge scenario

Or

“Maximum Possible Impact Fee” = \$234,204,000 / 12,935 new trips = \$18,106  
for the Total Whiskey Ridge scenario

The maximum possible fee could be discounted as the approved 2006 Traffic Mitigation Fees were discounted. If the same discount rates were used, then the commercial per PM PHT rate would be between \$3,201 and \$3,983 (78% discount) and the single family residential rate would be between \$7,712 and \$9,596(47% discount), depending on the option assumed for Whiskey Ridge.

## Mitigation Fee Peer Review

Comparisons with mitigation fees in other jurisdictions are useful in considering discounts to the “Maximum Possible Impact Fee”.

Ten cities were selected for the peer review, eight in Snohomish county and two in King County, plus Snohomish County. Three of the cities in the peer group, Lake Stevens, Mill Creek, and Monroe use complicated formulas to calculate the costs of impacted projects and therefore could not provide any comparative value. Snohomish County uses a daily trip rate (ADT) base and is therefore not directly comparable. The Snohomish County mitigation fee rates appear to provide a higher discount to commercial development than to residential development. This may not necessarily be true, however, when the ADT trips are converted to peak hour trips.

The traffic mitigation fees of the remaining seven cities are summarized on the following table, along with the City of Marysville’s 2006 Traffic fees. Three of the cities have specific fees for residential units and a per trip (PM PHT) fee for commercial or other land uses. The other four cities publish one PM PHT rate fee.

The PM PHT rate fees range from a **low of \$900** per trip in Everett to a **high of \$14,707** in Sammamish. The average fee of the peer group (not including the City of Marysville) is about **\$4,200**. The current City of Marysville per PM PHT rate is therefore *significantly below the peer group rate*.

Agency	Per Residential Unit			Per PM PHT
	Single-Family	Duplex	Multi-Family	
<b>Marysville 2006</b>	<b>\$3,175.00</b>	<b>\$2,317.75</b>	<b>\$1,968.50</b>	<b>\$1,300.00</b>
City of Arlington				<b>\$3,355.00</b>
City of Bothell	<b>\$2,093.00</b>	<b>\$1,271.00</b>	<b>\$1,271.00</b>	<b>\$2,191.00</b>
City of Everett				<b>\$900.00</b>
City of Snohomish				<b>\$1,442.00</b>
City of Mukilteo				<b>\$1,875.00</b>
City of Issaquah	<b>\$2,443.83</b>	<b>\$1,258.21</b>	<b>\$1,500.18</b>	<b>\$4,839.27</b>
City of Sammamish				<b>\$14,706.89</b>
<b>Peer Group Average</b>	<b>\$2,268.42</b>	<b>\$1,264.61</b>	<b>\$1,385.59</b>	<b>\$4,187.02</b>

Another way to look at the fees, to see an “apples to apples” comparison, is to convert the PM PHT fees to equivalent per residential unit fees, or to convert the per residential unit fees to equivalent PM PHT.

The following table provides the conversion from per PM PHT rates to per residential unit rates based on accepted trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual. These conversions illustrate that the City of Marysville's average rates per residential unit are *below the averages of the peer group*.

Agency	Per Residential Unit		
	Single-Family	Duplex	Multi-Family
<b>Marysville 2006</b>	<b>\$3,175.00</b>	<b>\$2,317.75</b>	<b>\$1,968.50</b>
City of Arlington	\$3,388.55	\$1,744.60	\$2,080.10
City of Bothell	<b>\$2,093.00</b>	<b>\$1,271.00</b>	<b>\$1,271.00</b>
City of Everett	\$909.00	\$468.00	\$588.00
City of Snohomish	\$1,436.22	\$739.44	\$881.64
City of Mukilteo	\$1,893.75	\$975.00	\$1,162.50
City of Issaquah	<b>\$2,443.83</b>	<b>\$1,258.21</b>	<b>\$1,500.18</b>
City of Sammamish	<b>\$14,853.96</b>	<b>\$11,471.38</b>	<b>\$9,118.27</b>
<b>Peer Group Average</b>	<b>\$3,859.76</b>	<b>\$2,530.67</b>	<b>\$2,321.27</b>

The following table provides the conversion from per residential unit rates to per PM PHT rates, also based on the ITE Trip Generation Manual. These calculations illustrate that although the City of Sammamish publishes per residential unit rates, the rates are effectively the same PM PHT rate of \$14,707 for all land uses. The per PM PHT rates for residential units in the City of Issaquah, however, are about half of the commercial PM PHT trip rates. Other than the City of Marysville, only the City of Bothell provides a variable PM PHT rate between different types of residential units, and the City of Bothell *residential rates are equal to or less than the commercial rates*.

Agency	Per PM PHT			
	Single-Family	Duplex	Multi-Family	Commercial
<b>Marysville 2006</b>	<b>\$3,206.75</b>	<b>\$1,437.00</b>	<b>\$1,023.62</b>	<b>\$1,300.00</b>
City of Arlington	<b>\$3,355.00</b>	<b>\$3,355.00</b>	<b>\$3,355.00</b>	<b>\$3,355.00</b>
City of Bothell	\$2,113.93	\$660.92	\$788.02	<b>\$2,191.00</b>
City of Everett	<b>\$900.00</b>	<b>\$900.00</b>	<b>\$900.00</b>	<b>\$900.00</b>
City of Snohomish	<b>\$1,422.00</b>	<b>\$1,422.00</b>	<b>\$1,422.00</b>	<b>\$1,422.00</b>
City of Mukilteo	<b>\$1,875.00</b>	<b>\$1,875.00</b>	<b>\$1,875.00</b>	<b>\$1,875.00</b>
City of Issaquah	\$2,419.63	\$2,419.63	\$2,419.65	<b>\$4,839.27</b>
City of Sammamish	\$14,706.89	\$14,706.89	\$14,706.89	<b>\$14,706.89</b>
<b>Peer Group Average</b>	<b>\$3,827.49</b>	<b>\$3,619.92</b>	<b>\$3,638.08</b>	<b>\$4,187.02</b>

## **Summary and Conclusions**

The Impact Fee Analysis indicates that using the 2006 method of calculating and the impact fees would result in a “*Maximum Possible Impact Fee*” of **between \$14,550 and \$18,106**, depending on the projects assumed in the Whiskey Ridge / Sunnyside neighborhood.

The Impact Fee Analysis further indicates that using the 2006 method of calculating and discounting the impact fees would result in a *Commercial Rate of between \$3,201 and \$3,983 per PM PHT* and a *Single Family Residential Rate of between \$7,712 and \$9,576 per unit*.

Comparisons with mitigation fees in other jurisdictions indicate that the above *commercial rates would be about 5% to 24% less* than the peer group average, while the above *residential rates would be about 100% to 150% greater* than the peer group average.

The comparisons also show that none of the peer group jurisdictions provide a greater discount to commercial developments, and in fact two jurisdictions appear to provide a greater discount to residential developments.

It is also recommended that the Impact Fee Calculation method be reviewed when the Transportation Element of the Comprehensive Plan is updated in 2008.

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE OFFICIAL ZONING MAP OF THE CITY AND PROVIDING FOR THE AREA-WIDE REZONING OF PROPERTY WITHIN THE CITY TO CONFORM TO THE EAST SUNNYSIDE/WHISKEY RIDGE SUBAREA PLAN.

WHEREAS, the City of Marysville has developed and implemented, through its Comprehensive Plan and Zoning Code, certain provisions for identification of zoning regulations, planning subareas, zoning districts and development standards to be operative within the City of Marysville; and

WHEREAS, pursuant to Ordinance No. 2570, as codified in MMC 19.04.020 and 19.04.030, and in conjunction with the development of the Zoning Code, a map entitled "Official Zoning Map, Marysville, Washington" was adopted, identifying various regions and properties in the City and identifying the zoning designations in which the property is located; and

WHEREAS, pursuant to RCW 36.70A.130(2)(a), the City Council has adopted a subarea plan for the East Sunnyside/Whiskey Ridge neighborhood; and

WHEREAS, as a result of the adoption of said subarea plan and pursuant to Chapter 36.70A RCW, , it is necessary that said area be zoned to conform to the City's Comprehensive Plan; and

WHEREAS, the Planning Commission held public hearings on December 11, 2006 and January 23, 2007, at which members of the public, including property owners whose properties are affected by the City's zoning of the area, were permitted to speak and address the issue of the proposed zoning designations; and

WHEREAS, after the public hearings and further study by the Planning Commission, the Planning Commission recommended to the City Council approval of the proposed area-wide zoning, which is substantially in conformance with the City's Comprehensive Plan, along with associated maps which depict the specific properties to be zoned; and

ORDINANCE - 1  
W/wpf/mv/ord.rezone05

WHEREAS, the City Council held a public hearing on April 23, 2007, where further public input was allowed on the subject of the area-wide zoning proposed and recommended by the Planning Commission; and

WHEREAS, the City Council has considered the public testimony, the report and recommendation of staff and the Planning Commission, and finds that the proposed zoning designations are consistent with the City's Comprehensive Plan, are intended to and will implement the Plan, and will benefit the public health, safety and welfare, if adopted as set forth in Exhibits A and B;

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

Section 1. The parcels of property listed on the spreadsheet attached hereto, marked as Exhibit A, incorporated herein by this reference, are hereby zoned as indicated on said attached Exhibit A, the original of which shall be on file with the office of the City Clerk.

Section 2. The Official Zoning Map of the City as referenced in MMC 19.04.030 is hereby amended to reflect the changes provided in Section 1 hereof, so that the Official Zoning Map shall be as shown on the map attached hereto as Exhibit B and incorporated herein by this reference, the original of which shall be on file with the office of the City Clerk.

Section 3. A copy of this ordinance shall be filed with the County Assessor's office, Snohomish County, State of Washington.

Section 4. All ordinances or parts of ordinances of the City of Marysville in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect and be in full force five (5) days after the date of publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

Date of Publication: \_\_\_\_\_

# EXHIBIT A

PARCEL ID	OWNER	MAIL ADDRESS	MAIL CITY	SITE ADDRESS	OLD DESIGNATION	NEW DESIGNATION
00590700021201	MCCOWN LEWIS	4218 87TH AVE NE	EVERETT, WA 98205-12	4218 87TH AVE NE	UNDESIGNATED	MFL
00590700022100	JENNINGS WILLIAM & LUCINDA	UNKNOWN	UNKNOWN, WA	4022 DENSMORE RD	UNDESIGNATED	MFL
00590700022101	HAACK JOEL M & JUDITH H	3709 87TH AVE NE	EVERETT, WA 98205-12	4029 87TH AVE NE	UNDESIGNATED	MFL
00590700022102	DUNNE RANDALL D	4022 DENSMORE RD	EVERETT, WA 98205-12	4010 DENSMORE RD	UNDESIGNATED	MFL
00590700022103	FOX MATTHEW & DANIELLE	PO BOX 239	MONROE, WA 98272	4011 87TH AVE NE	UNDESIGNATED	MFL
00590700022105	FOX DANIELLE L	4011 87TH AVE NE	EVERETT, WA 98205-12	4011 87TH AVE NE	UNDESIGNATED	MFL
00590700022201	KELLY NEWELL E	4130 DENSMORE ROAD	EVERETT, WA 98205	4130 DENSMORE RD	UNDESIGNATED	MFL
00590700023501	COLVIN SAMUEL L	3920 DENSMORE RD	EVERETT, WA 98205	3920 DENSMORE RD	UNDESIGNATED	MFL
00590700023502	AYLESWORTH JON	UNKNOWN	UNKNOWN, WA	3905 87TH AVE NE	UNDESIGNATED	MFL
00590700023503	BAKKER DONALD G	3811 87TH AVE NE	EVERETT, WA 98205	3925 87TH AVE NE	UNDESIGNATED	MFL
00590700023504	HEMLINGER BOB	3925 87TH AVE NE	EVERETT, WA 98205	3925 87TH AVE NE	UNDESIGNATED	MFL
00590700024302	KENNETH & JENNIFER PINNELL	3826 87TH AVE NE	EVERETT, WA 98205-12	3826 87TH AVE NE	UNDESIGNATED	MFL
00590700024303	GRONQUIST RICHARD D	10215 LUNDEEN PKW	LAKE STEVENS, WA 982	3804 87TH AVE NE	UNDESIGNATED	MFL
00590700024400	COLVIN SAMUEL L	3920 DENSMORE RD	EVERETT, WA 98205	3920 DENSMORE RD	UNDESIGNATED	MFL
00590700024401	BAKKER DONALD G	3811 87TH AVE N E	EVERETT, WA 98205	3811 87TH AVE NE	UNDESIGNATED	MFL
00590700024402	BAKKER DONALD G	3811 87TH AVENUE N	EVERETT, WA 98205	3805 87TH AVE NE	UNDESIGNATED	MFL
00590700024403	AYLESWORTH ORVAL & SHIRLEY	3807 87TH AVE NE	EVERETT, WA 98205	3805 87TH AVE NE	UNDESIGNATED	MFL
00590700024701	GARKA RANDALL	3725 87TH AVE NE	EVERETT, WA 98205	3725 87TH AVE NE	UNDESIGNATED	MU
00590700024702	GARKA MARJORIE M	3724 DENSMORE RD	EVERETT, WA 98205-12	3724 DENSMORE RD	UNDESIGNATED	MU
00590700024703	REAM JAMES	UNKNOWN	UNKNOWN, WA	3710 DENSMORE RD	UNDESIGNATED	MU
00590700024704	HAACK JOHN	3922 87TH AVE NE	EVERETT, WA 98205	3709 87TH AVE NE	UNDESIGNATED	MU
00590700025600	JOHNS LUCIE J	UNKNOWN	UNKNOWN, WA	3623 87TH AVE NE	UNDESIGNATED	CB
00590700025601	MLAKAR STEVEN J	UNKNOWN	UNKNOWN, WA	3609 87TH AVE NE	UNDESIGNATED	CB
00590700025602	MILLER PETER & GENA	3624 DENSMORE RD	EVERETT, WA 98205	3624 DENSMORE RD	UNDESIGNATED	CB
00590700025603	NOVACK LAWRENCE J	3606 DENSMORE RD	EVERETT, WA 98205-12	3606 DENSMORE RD	UNDESIGNATED	CB
00590700020300	LUND PETER E	PO BOX 656	MANSFIELD, WA 98830	8909 E SUNNYSIDE SCH	UNDESIGNATED	SFH 4.5-8
00590700020400	WISEMAN LYLE DUANE & JULIE R	8805 E SUNNYSIDE SC	EVERETT, WA 98205-11	8805 E SUNNYSIDE SCH	UNDESIGNATED	SFH 4.5-8
00590700022202	REED DANIEL F & WANDA S	8714 E SUNNYSIDE SC	EVERETT, WA 98205-11	8714 E SUNNYSIDE SCH	UNDESIGNATED	MFL
00590700025500	GRAHAM THOMAS C	3608 87TH AVE NE	EVERETT, WA 98205-12	3608 87TH AVE NE	UNDESIGNATED	MU
00590700025501	BABICH SUSAN J	3614 87TH AVE NE	EVERETT, WA 98205	3614 87TH AVE NE	UNDESIGNATED	MU
00590700025502	SALO KENNETH B	UNKNOWN	UNKNOWN, WA	3620 87TH AVE NE	UNDESIGNATED	MU
00590700025503	THOMAS TIM & SHELLY	3626 87TH AVE NE	EVERETT, WA 98205	3626 87TH AVE NE	UNDESIGNATED	MU
00590700024800	KALLICOTT ARTHUR H	4612 87TH AVENUE N	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	MFL
00590700024305	SCHACHT KENNETH G JR	507 SUDDEN VALLEY	BELLINGHAM, WA 982	3832 87TH AVE NE	UNDESIGNATED	MFL
00590700024304	HEUETT RICK A & KRISTEN L	3830 87TH AVE NE	EVERETT, WA 98205	3830 87TH AVE NE	UNDESIGNATED	MFL
00590700023600	HAACK JOHN / JOEL	UNKNOWN	UNKNOWN, WA	3922 87TH AVE NE	UNDESIGNATED	MFL
00590700022000	ANDEMOE LLC	10930 18TH ST SE	LAKE STEVENS, WA 982	4018 87TH AVE NE	UNDESIGNATED	MFL
00590700021300	GUMKE RICHARD R & FLORENCE	33320 112TH AVE SE	SULTAN, WA 98294	4112 87TH AVE NE	UNDESIGNATED	MFL
00590700020502	BURLINGAME WILLIAM	UNKNOWN	UNKNOWN, WA	4304 87TH AVE NE	UNDESIGNATED	MFL
00590700020503	SWEZEY KEITH R & JENNY L	4318 87TH AVE NE	EVERETT, WA 98205	4318 87TH AVE NE	UNDESIGNATED	MFL
00590700020501	VASIL JAMES A & PARKER CHERYL D	4332 87TH AVE NE	EVERETT, WA 98205-12	4332 87TH AVE NE	UNDESIGNATED	MFL

00590700023401	TASTAD PAUL B & PATRICIA	4324 99TH AVENUE N EVERETT, WA 98205	UNKNOWN	UNDESIGNATED	MFL	
00590700024501	TASTAD PAUL B & PATRICIA	4324 99TH AVENUE N EVERETT, WA 98205	UNKNOWN	UNDESIGNATED	MU	
00590700022300	LAKE STEVENS SCHOOL DIST 4	12708 20TH STREET N LAKE STEVENS, WA 982	8820 E SUNNYSIDE SCH	UNDESIGNATED	MFL	
00590700025701	SEATTLE CITY OF	PO BOX 94747	SEATTLE, WA 98124	UNKNOWN	UNDESIGNATED	CB
00590700020600	HUSWICK CARL / KATHLEEN	4333 83RD AVE NE	EVERETT, WA 98205	4305 83RD AVE NE	UNDESIGNATED	MFL
00590700020601	HUSWICK CARL A	UNKNOWN	UNKNOWN, WA	4333 83RD AVE NE	UNDESIGNATED	MFL
00590700021100	DEAN KEVIN	4213 83RD AVE NE	EVERETT, WA 98205	4213 83RD AVE NE	UNDESIGNATED	MFL
00590700021101	GREEN DONNA MARIE	4229 83RD AVE NE	EVERETT, WA 98205-12	4229 83RD AVE NE	UNDESIGNATED	MFL
00590700021400	HALL JAMES L & CLAUDIA	4115 83RD AVE NE	EVERETT, WA 98205	4115 83RD AVE NE	UNDESIGNATED	MFL
00590700021901	KOON JULIE L	4003 83RD AVE NE	EVERETT, WA 98205	4003 83RD AVE NE	UNDESIGNATED	MFL
00590700021902	PASTUCH STEVE	4618 BASSWOOD DR	EVERETT, WA 98203	4015 NE 83RD AVE	UNDESIGNATED	MFL
00590700021904	KOON JULIE L	4003 83RD AVE NE	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	MFL
00590700023701	WARBIS STEVE & MARLO	PO BOX 154	LAKE STEVENS, WA 982	3929 83RD AVE NE	UNDESIGNATED	MFL
00590700023702	JOHNSON KEVIN & NANCY	3911 83RD AVE NE	EVERETT, WA 98205	3911 83RD AVE NE	UNDESIGNATED	MFL
00590700024200	83RD STREET PROPERTIES LLC	1601 BROADWAY	EVERETT, WA 98201	UNKNOWN UNKNOWN	UNDESIGNATED	MFL
00590700024900	KALLICOTT ALAN G	3723 83RD AVE N E	EVERETT, WA 98205	3723 83RD AVE NE	UNDESIGNATED	MFL
00590700021202	HAACK BROTHERS CONSTRUCTION	3922 87TH AVE NE	EVERETT, WA 98201	UNKNOWN UNKNOWN	UNDESIGNATED	MFL
00590700025400	LOOP JAMIE L	350 LOGAN RD	CLE ELUM, WA 98922	3617 83RD AVE NE	UNDESIGNATED	MFL
00590700027001	ROSSI NICHOLAS & SUSAN	1018 WEST CUSTER	HELENA, MT 59601	3407 83RD AVE NE	UNDESIGNATED	MFL
00590700027002	MANN CHAD D & AMY C	3405 83RD AVE NE	EVERETT, WA 98205-11	3405 83RD AVE NE	UNDESIGNATED	MFL
00590700027003	SMITH TROY	3401 83RD AVE NE	EVERETT, WA 98205-11	3401 83RD AVE NE	UNDESIGNATED	MFL
00590700027601	HIBBARD TIMOTHY/WITHROW LESLIE	3323 83RD AVE NE	EVERETT, WA 98205	3323 83RD AVE NE	UNDESIGNATED	MFL
00590700027602	HIBBARD RALPH D & AUDREY M	3311 83RD AVE NE	EVERETT, WA 98205-11	3311 83RD AVE NE	UNDESIGNATED	MFL
00590700028503	VERIZON NORTHWEST INC	PO BOX 152206	IRVING, TX 75015	3211 83RD AVE NE	UNDESIGNATED	MFL
00590700030700	FINTZ JAMES A	2917 83RD AVE NE	EVERETT, WA 98205	2917 83RD AVE NE	UNDESIGNATED	MFL
00590700031600	FINTZ JAMES A	2917 83RD AVE NE	EVERETT, WA 98205	2821 83RD AVE NE	UNDESIGNATED	MFL
00590700030100	BUEHLER ELIZABETH	3021 83 AVE NE	EVERETT, WA 98205	3021 83RD AVE NE	UNDESIGNATED	MFL
00590700030101	SURFACE SANDRA L & WILSON TIMOTHY W	8425 30TH PL NE	EVERETT, WA 98205	8425 30TH PL NE	UNDESIGNATED	MFL
00590700030102	JOHNSON THOMAS I	8420 30TH PL NE	EVERETT, WA 98205-12	8420 30TH PL NE	UNDESIGNATED	MFL
00590700030103	BERGER RONALD A	3005 83RD AVE NE	EVERETT, WA 98205-12	3005 83RD AVE NE	UNDESIGNATED	MFL
00590700030104	SCHACHLE TURK	P O BOX 25254	SEATTLE, WA 98125	8419 30TH PL NE	UNDESIGNATED	MFL
00590700030105	SURFACE SANDRA L & WILSON TIMOTHY W	8425 30TH PL NE	EVERETT, WA 98205	8425 30TH PL NE	UNDESIGNATED	MFL
00590700030106	KELSCH LARRY & JOY	8419 30TH PL NE	EVERETT, WA 98205	8419 30TH PL NE	UNDESIGNATED	MFL
00590700026100	ROTHERICK EARL F III & AMANDA J	7532 SOPER HILL RD	EVERETT, WA 98205	3519 83RD AVE NE	UNDESIGNATED	MFL
00590700027603	HIBBARD THOMAS & MALINDA	3303 83RD AVE NE	EVERETT, WA 98205-11	3303 83RD AVE NE	UNDESIGNATED	MFL
00590700028500	FEIZBAKSH HOOSHANG & EILEEN	11327 20TH ST NE	LAKE STEVENS, WA 982	3209 83RD AVE NE	UNDESIGNATED	MFL
00590700028501	JACKSON JULIE	18028 76TH AVE W	EDMONDS, WA 98026	3225 83RD AVE NE	UNDESIGNATED	MFL
00590700029200	JENSEN CARL E	7305 77TH DR NE	MARYSVILLE, WA 98271	3123 83RD AVE NE	UNDESIGNATED	MFL
00590700028603	KRUSE KARA M	2929 WETMORE AVE	EVERETT, WA 98201	87TH AVE NE	UNDESIGNATED	MU
00590700027100	VON ROTZ TRUST	3426 87TH AVE NE	EVERETT, WA 98205-12	3426 87TH AVE NE	UNDESIGNATED	MU
00590700027101	HENRY MICHAEL B	UNKNOWN	UNKNOWN, WA	3410 87TH AVE NE	UNDESIGNATED	MU
00590700027102	LOBAUGH MICHAEL D & CARLA	3418 87TH AVE NE	EVERETT, WA 98205	3418 87TH AVE NE	UNDESIGNATED	MU
00590700027501	CARPENTER CATHERINE E	3324 87TH AVE NE	EVERETT, WA 98205	3324 87TH AVE NE	UNDESIGNATED	MU

00590700030200	FINTZ JAMES A	2917 83RD AVE NE	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	MU
00590700030300	STRAND GORDON O & MYRNA J	3021 87TH AVENUE N	EVERETT, WA 98205	3021 87TH AVE NE	UNDESIGNATED	CB
00590700030301	STRAND GORDON O & MYRNA J	3021 87TH AVE N E	EVERETT, WA 98205	3021 87TH AVE NE	UNDESIGNATED	CB
00590700029000	TURNPAW JEANNE	UNKNOWN	UNKNOWN, WA	3205 87TH AVE NE	UNDESIGNATED	CB
00590700028705	WHITE KENNETH W & CLISE HOLLY	3303 87TH AVE NE	EVERETT, WA 98205	3303 87TH AVE NE	UNDESIGNATED	CB
00590700028706	BRODLAND GEORGE H & RAMONA M	3225 87TH AVE NE	EVERETT, WA 98205-12	3225 87TH AVE NE	UNDESIGNATED	CB
00590700028602	STETTNER LISA & GIBBS JAMES	3226 87TH AVE NE	EVERETT, WA 98205	3226 87TH AVE NE	UNDESIGNATED	MU
00590700029100	SPADE DAVID V & KATHLEEN L	310 E 11TH ST	SNOHOMISH, WA 9829	3106 87TH AVE NE	UNDESIGNATED	MU
00590700027500	SYKES THOMAS & ELAINE	19101 36TH AVE W ST	LYNNWOOD, WA 98036	3306 87TH AVE NE	UNDESIGNATED	MU
00590700028604	KRUSE KARA M	2929 WETMORE AVE	EVERETT, WA 98201	87TH AVE NE	UNDESIGNATED	MU
00590700028605	KRUSE KARA M	2929 WETMORE AVE	EVERETT, WA 98201	87TH AVE NE	UNDESIGNATED	MU
00590700025900	PAYLOR BRENT C & TERI D	3517 87TH AVE NE	EVERETT, WA 98205	3517 87TH AVE NE	UNDESIGNATED	CB
00590700026000	HAUGEN ROALD & LOIS	1909 SUMMIT	EVERETT,, WA 98201	3516 87TH AVE NE	UNDESIGNATED	MU
00590700030402	FINKE WILLIAM J & ROBERT D	3191 WESTERN DR	CAMERON PARK, CA 95	UNKNOWN UNKNOWN	UNDESIGNATED	CB
00590700027200	WILLIAMS JANICE A	3422 DENSMORE RD	EVERETT, WA 98205	3422 DENSMORE RD	UNDESIGNATED	CB
00590700028707	LYNCH JAMES R & JOYCE M/KEVEN R/KAREN	3210 DENSMORE RD	EVERETT, WA 98205-12	3210 DENSMORE RD	UNDESIGNATED	CB
00590700025800	SNOHOMISH CO PROP MGMT	3000 ROCKEFELLER A	EVERETT, WA 98201	UNKNOWN UNKNOWN	UNDESIGNATED	CB
00590700028901	LOONEY WILLIAM A	PO BOX 68456	SEATTLE, WA 98168	UNKNOWN UNKNOWN	UNDESIGNATED	CB
00590700027400	WILLIAMS JANICE A	3422 DENSMORE RD	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	CB
00590700028708	BOWMAN AARON T & ALLISON JENINE M	3216 DENSMORE RD	EVERETT, WA 98205	3216 DENSMORE RD	UNDESIGNATED	CB
00590700027300	DEMOPOLIS CHRIS	7013 LINDEN NORTH	SEATTLE, WA 98103	UNKNOWN UNKNOWN	UNDESIGNATED	CB
00590700028800	LOONEY WILLIAM A	P O BOX 66098	SEATTLE, WA 98166	UNKNOWN UNKNOWN	UNDESIGNATED	CB
00590700030600	FINTZ JAMES A	2917 83RD AVE NE	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	MU
00590700031700	SKUCY MARIE L	8609 SOPER HILL ROA	EVERETT, WA 98205	8609 SOPER HILL RD	UNDESIGNATED	MU
00590700031800	MATSON HARRIETT E	8833 SOPER HILL RD	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	CB
00590700031801	MATSON HARRIETT / KALLICOTT GAIL	8833 SOPER HILL RD	EVERETT, WA 98205	8833 SOPER HILL RD	UNDESIGNATED	CB
00590700030500	MATSON HARRIETT E	8833 SOPER HILL RD	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	CB
00590700007702	ERICKSON GORDON R	7312 53RD AVE N E	MARYSVILLE,, WA 9827	UNKNOWN UNKNOWN	UNDESIGNATED	SFH 4.5-8
00590700007801	TUDOR CHARLES A & RANI E	5229 87TH AVE NE	EVERETT, WA 98205-11	5229 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700007802	STOTT FAMILY TRUST	5309 87TH AVE NE	EVERETT, WA 98205	5309 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700009100	O'NEILL CRAIG J & BRONWEN F	5205 87TH AVE NE	EVERETT, WA 98205	5205 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700010101	BROWER GEORGE D	7619 143RD AVE NE	LAKE STEVENS, WA 982	UNKNOWN UNKNOWN	UNDESIGNATED	SFH 4.5-8
00590700010200	STOTT BRYCE A	5205 87TH AVE NE	EVERETT, WA 98205	5127 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700010300	PARRISH MARTI	UNKNOWN	UNKNOWN, WA	5112 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700011400	ERDAHL GLENN & MARLENE TRUST	5014 87TH AVE N E	EVERETT, WA 98205	5014 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700011501	MOULTON DEAN L	5003 87TH AVE NE	EVERETT, WA 98205	5003 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700012600	OSBORN ASA V	10029 N DAVIES RD	LAKE STEVENS, WA 982	4927 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700013801	BRENGMAN MICHAEL B & KATHLEEN	UNKNOWN	UNKNOWN, WA	4826 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700015100	IZZARD BILL K & HEATHER R	4726 87TH AVE NE	EVERETT, WA 98205	4726 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700016201	KALLICOTT ARTHUR H	4612 87TH AVENUE N	EVERETT, WA 98205	4614 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700017302	GARNER LAWRENCE H	4515 87TH AVE N E	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	SFH 4.5-8
00590700017400	GARNER LAWRENCE H	4515 87TH AVE N E	EVERETT, WA 98205	4515 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700017600	MINOR MARK E & GAIL L	8512 EAST SUNNYSIDI	EVERETT, WA 98205	8512 E SUNNYSIDE SCH	UNDESIGNATED	MFL

00590700018700	DRAKE STEVE B & DEIDRE L	8504 E SUNNYSIDE RC	EVERETT, WA 98205	8624 E SUNNYSIDE SCH	UNDESIGNATED	MFL
00590700018701	COOK MARK	4406 87TH AVE NE	EVERETT, WA 98205	4406 87TH AVE NE	UNDESIGNATED	MFL
00590700018702	VASIL JAMES A & PARKER CHERYL D	4332 87TH AVE NE	EVERETT, WA 98205-12	UNKNOWN UNKNOWN	UNDESIGNATED	MFL
00590700018800	GARNER LAWRENCE H	4515 87TH AVE N E	EVERETT, WA 98205	4429 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700018902	GARNER LAWRENCE H	4515 87TH AVE N E	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	SFH 4.5-8
00590700011601	MOULTON DEAN L	5003 87TH AVE NE	EVERETT, WA 98205	87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700012501	JOHNSON GAIL E & TERRY L	4829 87TH AVE NE	EVERETT, WA 98205	87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700012700	SCHINDLER GLORIA A	4922 87TH AVE NE	EVERETT, WA 98205	4922 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700012701	SCHINDLER GLORIA A	4922 87TH AVE NE	EVERETT, WA 98205	4922 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700009000	HARTMAN DAVID A & LORRIE J	5228 87TH AVE N E	EVERETT, WA 98205	5228 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700007904	SCHOLL DENNIS R	5320 87TH AVE NE	EVERETT, WA 98205	87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700007902	SCHOLL DENNIS R	5320 87TH AVE NE	EVERETT, WA 98205	5320 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700016302	EASTBURY BARBARA S	4613 87TH AVE NE	EVERETT, WA 98205	4613 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700016304	MILLER MARK & MARCI	PO BOX WSECU	OLYMPIA, WA 98507	4617 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700011500	MOULTON MURRAY & DARLENE	5009 87TH AVE NE	EVERETT, WA 98205-11	5009 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700011502	MOULTON MURRAY & DARLENE	5009 87TH AVE NE	EVERETT, WA 98205-11	5009 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700017501	BACK LINDA MARIE	4508 87TH AVENUE N	EVERETT, WA 98205	4508 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700017500	MYASNIKOV ANDREY & SVETLANA	PO BOX 1533	MARYSVILLE, WA 98271	4524 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700016300	MURRAY CHARLES & MARSHA	4623 87TH AVE NE	EVERETT, WA 98205-11	4623 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700013900	JOHNSON GAIL E & TERRY L	4829 87TH AVE NE	EVERETT, WA 98205	4829 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700014001	JOHNSON GAIL E & TERRY L	4829 87TH AVE NE	EVERETT, WA 98205	87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700016305	HORTON ROBERTA K	4619 87TH AVE NE	EVERETT, WA 98205	4619 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700015002	LYFORD BERT A & YVONNE	4717 87TH AVE NE	EVERETT, WA 98205	4713 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700015003	NORDSTROM DANIEL JASON & BRENDA HELEN	4717 87TH AVE NE	EVERETT, WA 98205-11	4717 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700012803	NOGALES ELEANOR M	4925 83RD AVE NE	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	SFH 4.5-8
00590700008901	HOLLAND REBECCA L	5209 83RD AVE NE	EVERETT, WA 98205	5209 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700010400	PEARSON HARRY U	5015 83RD AVENUE N	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	SFH 4.5-8
00590700010401	ROE MONTE A	5121 83RD AVE NE	EVERETT, WA 98205	5121 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700012801	DYER CAROL A	4907 83RD AVE NE	EVERETT, WA 98205	4907 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700012802	NOGALES ELEANOR M	4925 83RD AVE NE	EVERETT, WA 98205	4925 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700011300	PEARSON SUSAN CLYSTIA ANN	5015 83RD AVE NE	EVERETT, WA 98205-11	5015 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700011301	PEARSON HARRY U	5015 83RD AVENUE N	EVERETT, WA 98205	5015 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700008001	DYER WILLIAM J	5329 83RD AVE NE	EVERETT, WA 98205-11	5329 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700008900	HAYES CARROLL F & JUNE A	5223 83RD AVE NE	EVERETT, WA 98205	5223 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700008902	HAYES CARROLL F & JUNE A	5223 83RD AVE NE	EVERETT, WA 98205	5223 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700007901	SCHOLL DENNIS R	5320 87TH AVE NE	EVERETT, WA 98205	87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700007903	SCHOLL DENNIS R	5320 87TH AVE NE	EVERETT, WA 98205	87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700015200	SHARKEY BRIAN*	6311 CADY RD	EVERETT, WA 98203-45	8411 E SUNNYSIDE SCH	UNDESIGNATED	SFH 4.5-8
00590700015201	DEGROOT ARTHUR R & ADRIA	4625 83RD AVENUE N	EVERETT, WA 98205	4625 83RD AVE NE	UNDESIGNATED	SFH 4.5-8
00590700013802	BALKE CARL N	UNKNOWN	UNKNOWN, WA	4820 87TH AVE NE	UNDESIGNATED	SFH 4.5-8
00590700016202	KALLICOTT ARTHUR H	4612 87TH AVENUE N	EVERETT, WA 98205	8507 E SUNNYSIDE SCH	UNDESIGNATED	SFH 4.5-8
00590700017700	PROCTOR JAMES	8310 E SUNNYSIDE SC	EVERETT, WA 98205	8310 E SUNNYSIDE SCH	UNDESIGNATED	MFL
00590700016102	PROCTOR JAMES & KATHERINE	8310 E SUNNYSIDE SC	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	MFL

00590700018600	LACEY DOUGLAS H	4427 83RD AVE NE	EVERETT, WA 98205	4427 83RD AVE NE	UNDESIGNATED	MFL
00590700018601	LACEY DOUGLAS H	4427 83RD AVENUE N	EVERETT, WA 98205	4427 83RD AVE NE	UNDESIGNATED	MFL
00590700013700	DEGROOT ARTHUR & ADRIA	4625 83RD AVE N E	EVERETT, WA 98205	UNKNOWN UNKNOWN	UNDESIGNATED	SFH 4.5-8

**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
AMENDING THE CITY'S DEVELOPMENT REGULATIONS RELATED  
TO RESIDENTIAL DENSITY INCENTIVES AND AMENDING CHAPTER  
19.26 OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise the City's development regulations, such as those set forth in the City's Zoning Code (Title 19 MMC); and

WHEREAS, the City's Planning Commission and professional planning staff are recommending that the City's development regulations related to residential density incentives need to be revised and updated in order to encourage developers to utilize more flexible land use development approaches, which can result in projects that accomplish the goals of the Comprehensive Plan and that further the public interest of the City and its citizens; and

WHEREAS, the amendments proposed for adoption in this ordinance are consistent with the following required findings of MMC 19.56.030:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
  - (2) The amendments are consistent with the purpose of Title 19 MMC;
  - (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;
- and

WHEREAS, after providing notice to the public as required by law, on December 11, 2006 and January 23, 2007, the Planning Commission held public hearings on proposed changes to the City's development regulations; and

WHEREAS, at a public hearing on April 23, 2007, the Marysville City Council reviewed and considered the amendments to the City's development regulations proposed by the Planning Commission; and

WHEREAS, the City has submitted the proposed development regulation revisions to the Washington State Department of Community, Trade, and Economic Development as required by RCW 36.70A.106; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by issuing an addendum on January 16, 2007 to the Final EIS for the City's Comprehensive Plan and Development Regulations;

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

Section 1. Ch. 19.26 MMC is hereby amended by amending MMC 19.26.030 to read as follows:

**19.26.030 Public benefits and density incentives.**

(1) The public benefits eligible to earn increased densities, and the maximum incentive to be earned by each benefit, are set forth in subsection (5) of this section. The density incentive is expressed as additional bonus dwelling units (or fractions of dwelling units) earned per amount of public benefit provided. Where a range is specified, the earned credit will be determined by the Community Development Director during project review:

(2) Bonus dwelling units may be earned through any combination of the listed public benefits.

(3) Residential development in R-12 through R-28 zones with property-specific development standards requiring any public benefit enumerated in this chapter shall be eligible to earn bonus dwelling units as set forth in subsection (5) of this section when the public benefits provided exceed the basic development standards of this title. When a development is located in a special overlay district, bonus units may be earned if the development provides public benefits exceeding corresponding standards of the special district.

(4) The guidelines for affordable housing bonuses, including the establishment of rental levels, housing prices and asset limitations, will be updated and adopted annually by the community development department. The update shall occur no later than June 30th of each year.

(5) The following are the public benefits eligible to earn density incentives through RDI review:

Benefit	Density Incentive
<p>1. Affordable Housing</p> <p>a. Benefit units consisting of rental housing permanently priced to serve nonelderly low-income households (i.e., no greater than 30 percent of gross income for household at or below 50 percent of Snohomish County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels and requirements for reporting to the city shall be recorded at final approval.</p>	<p>1.5 bonus units per benefit, up to a maximum of 30 low-income units per five acres of site area; projects on sites of less than five acres shall be limited to 30 low-income units.</p>
<p>b. Benefit units consisting of rental housing designed and permanently priced to serve low-income senior citizens (i.e., no greater than 30 percent of gross income for one- or two-person households, one member of which is 62 years of age or older, with incomes at or below 50 percent of Snohomish County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels and requirements for reporting to the city of Marysville shall be</p>	<p>1.5 bonus units per benefit, up to a maximum of 60 low-income units per five acres of site area; projects on sites of less than five acres shall be limited to 60 low-income units.</p>

recorded at final approval.	
c. Benefit units consisting of mobile home park space or pad reserved for the relocation of an insignia or noninsignia mobile home, that has been or will be displaced due to closure of a mobile home park located in the city of Marysville.	1.0 bonus unit per benefit unit.
2. Public Facilities (Schools, Public Buildings or Offices, Trails and Active Parks) a. Dedication of public facilities site or trail right-of-way meeting city of Marysville or agency location and size standards for the proposed facility type.	<u>10</u> bonus units per usable acre of public facility land or quarter-mile of trail exceeding the minimum requirements outlined in other sections of this title.
b. Improvement of dedicated public facility site to city of Marysville standards for the proposed facility type.	2-10 (range dependent on facility improvements) bonus units per acre of improvement. If the applicant is dedicating the site of the improvements, the bonus units earned by improvements shall be added to the bonus units earned by the dedication.
c. Improvement of dedicated trail segment to city of Marysville standards.	1.8 bonus units per quarter-mile of trail constructed to city standard for pedestrian trails; or 2.5 bonus units per quarter-mile of trail constructed to city standard for multipurpose trails (pedestrian/bicycle/equestrian). Shorter segments shall be awarded bonus units on a pro rata basis. If the applicant is dedicating the site of the improvements, the bonus units earned by improvements shall be added to the bonus units earned by the dedication.
d. Dedication of open space, meeting city of Marysville acquisition standards, to the city, county or a qualified public or private organization such as a nature conservancy.	2 bonus unit per acre of open space.
3. Community Image and Identity a. Installation and/or dedication of an identified city gateway (per City of Marysville gateways master plan)	5 bonus units per “Medium Scale – Cantilevered” gateway installation (final design, landscaping and signage)  6 bonus units per “Large Scale-Horizontal” gateway installation (final design, landscaping and signage)  10 bonus units per “Informational Reader

	<p>Board” gateway installation (final design, landscaping and signage)</p> <p>10 bonus units per civic space gateway (Comeford Park) improvement (final design, landscaping and signage)</p> <p>5 bonus units per large gateway improvement (final design, landscaping and signage)</p>
<p>4. Historic Preservation</p> <p>a. Dedication of a site containing an historic landmark to the city of Marysville or a qualifying nonprofit organization capable of restoring and/or maintaining the premises to standards set by Washington State Office of Archaeology and Historic Preservation.</p>	.5 bonus unit per acre of historic site.
<p>b. Restoration of a site or structure designated as an historic landmark.</p>	.5 bonus unit per acre of site or 1,000 square feet of floor area of building restored.
<p>5. Locational/Mixed Use</p> <p>a. Developments located within a quarter-mile of transit routes, and within one mile of fire and police stations, medical, shopping, and other community services.</p>	5 percent increase above the base density of the zone.
<p>b. Mixed use developments over one acre in size having a combination of commercial and residential uses.</p>	10 percent increase above the base density of the zone.
<p>6. Storm Drainage Facilities</p> <p>Dual use retention/detention facilities</p> <p>a. Developments that incorporate active recreation facilities that utilize the storm water facility tract.</p>	5 bonus units per acre of the stormwater facility tract used for active recreation.
<p>b. Developments that incorporate passive recreation facilities that utilize the storm water facility tract.</p>	2 bonus units per acre of the stormwater facility tract used for passive recreation.
<p>7. Project Design</p> <p>a. Preservation of substantial overstory vegetation (not included within a required NGPA). No increase in permitted density shall be permitted for sites that have been cleared of evergreen trees within two years prior to the date of application for PRD approval. Density increases granted which were based upon preservation of existing trees shall be forfeited if such trees are</p>	Five percent increase above the base density of the zone.

removed between the time of preliminary and final approval and issuance of building permits.	
b. Retention or creation of a perimeter buffer, composed of existing trees and vegetation, additional plantings, and/or installation of fencing or landscaping, in order to improve design or compatibility between neighboring land uses.	1 bonus unit per 500 lineal feet of perimeter buffer retained, enhanced or created (when not otherwise required by city code).
c. Project area assembly involving 20 acres or more, incorporating a mixture of housing types (detached/attached) and densities.	10 percent increase above the base density of the zone.
d. Private park and open space facilities integrated into project design.	5 bonus units per improved acre of park and open space area. Ongoing facility maintenance provisions are required as part of RDI approval.
8. Energy Conservation a. Benefit units that incorporate conservation features in the construction of all on-site dwelling units qualifying as Energy Star Homes per Washington State Energy Code, as amended.	0.10 bonus unit per benefit unit that achieves the required savings.
9. Low Impact Development (LID) a. Integration of LID measures in project design and stormwater facility construction.	5-10 percent increase over base density (range dependent on degree of LID integration in project design and construction)
10. Pedestrian Connections and Walkability. a. Construction of an identified pedestrian/bicycle deficiency (per city of Marysville improvement plan). Improvements may consist of paved shoulder, sidewalk or detached path or walkway depending on adjoining conditions.	1 bonus unit per 75 lineal feet of frontage improvement (curb, gutter, sidewalks) on minor arterial streets. (Fee in lieu of improvement at \$15,000 per bonus unit) 1 bonus unit per 100 lineal feet of frontage improvement (curb, gutter, sidewalks) on neighborhood collector or collector arterial streets. 1 bonus unit per 300 lineal feet of walkway improvement (7' paved shoulder or walkway) (Rate may be increased if additional right of way is required)

...  
**Section 2.** Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
DENNIS L KENDALL, MAYOR

Attest:

By: \_\_\_\_\_  
CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE COMPREHENSIVE PLAN'S TRANSPORTATION ELEMENT TO REFLECT ADDITIONS TO THE STREET CAPITAL FACILITIES PLAN AND AMENDING THE 2007 BUDGET TO REFLECT ADDITIONAL REVENUES FROM THE INCREASED PROPORTIONATE SHARE AMOUNT OF TRAFFIC IMPACT FEES.

WHEREAS, as one of the cities in Snohomish County, the City of Marysville is required under RCW 36.70A.130(4)(a) to review and, if needed, revise its comprehensive plan and development regulations to ensure that the plan and regulations comply with the Growth Management Act (GMA); and

WHEREAS, in the process of adopting an initial subarea plan for the East Sunnyside/Whiskey Ridge area, the City of Marysville has added two projects to the Transportation Element's street capital facilities plan, which will result in increased project costs utilized in the assessment of traffic impact fees pursuant to MMC 18B.14.030; and

WHEREAS, the revisions adopted herein are intended to update the calculation of the City's traffic impact fees; and

WHEREAS, the Planning Commission conducted public hearings on December 11, 2006 and January 23, 2007, and forwarded a recommendation to the City Council to amend the City's Transportation Element and adopt a secondary traffic impact fee that would apply only to the Whiskey Ridge subarea boundary;

WHEREAS, the City Council heard concerns from individuals and interest groups regarding the proposed secondary traffic impact fee who requested that the City instead address traffic impacts through an update to the existing traffic impact fees assessed city wide;

WHEREAS, the City Council conducted a public hearing on April 23, 2007, to consider amending the Comprehensive Plan's Transportation Element by adopting the attached Exhibit A as a revision to the Comprehensive Plan's Transportation Element in order

ORDINANCE - 1

W:\wpf\mv\whiskeyridge.trafficimpactfee(2)

to incorporate additions to the street capital facilities plan resulting from the annexation of the East Sunnyside/Whiskey Ridge area; and

WHEREAS, the Comprehensive Plan amendment adopted herein is being adopted concurrently with the amendment of the City's 2007 budget, in order to comply with the Growth Management Act's exception to the one comprehensive plan amendment per year limitation for amendments to the comprehensive plan's capital facilities element that occur concurrently with the adoption or amendment of a city budget, as set forth in RCW 36.70A.130(2)(a);

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

Section 1. Adoption of Transportation Plan Update.

The City Council hereby amends the Comprehensive Plan by adopting revisions to Appendix A of the Transportation Element , as set forth in the attached Exhibit A.

Section 2. The 2007 Budget, Ordinance No. 2676, is hereby amended to reflect the additional revenues that are expected to result from the effect that the street capital facility plan revisions adopted herein will have on the proportionate share amount of traffic impact fees.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

ORDINANCE - 3

W/wpf/mv/whiskeyridge.trafficimpactfee(2)

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A resolution of the City of Marysville, Snohomish County, Washington, to authorize the Mayor to sign the Water and Sewer Mutual Aid Agreement – 2006 for the provision of personnel, materials and equipment to other water and sewer utilities (Purveyors) in Snohomish County who are parties to this Agreement and who request assistance to handle a disaster or emergency.

WHEREAS, on September 11, 1995 City of Marysville Resolution No. 1743 authorized the Mayor to sign the Sewer and Water Mutual Aid Agreement for the provision of personnel and equipment in disasters and emergencies, and

WHEREAS, the Mayor signed the Sewer and Water Mutual Aid Agreement as authorized by Resolution No. 1743, and

WHEREAS, signatories to the Sewer and Water Mutual Aid Agreement (developed in 1995) have jointly proposed language revisions to clarify the terms and conditions for their existing Sewer and Water Mutual Aid Agreement, and

WHEREAS, the Marysville City Council has the power and authority to approve the signing of the Water and Sewer Mutual Aid Agreement – 2006, for the purpose of providing personnel, materials and equipment to other water and sewer utilities (Purveyors) of Snohomish County who are parties to this Agreement and who request assistance to handle a disaster or emergency, and

WHEREAS, the City of Marysville has reviewed the Water and Sewer Mutual Aid Agreement – 2006, attached hereto as Exhibit A (which document is made a part hereof by this reference and are available for public inspection in the office of the City Clerk of the City of Marysville, and

WHEREAS, the City Council, finds that it is in the best interest of the City of Marysville and its water and sewer system customers to secure participation in mutual aid with other Purveyors of Snohomish County for responding to disasters and emergencies;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marysville, Washington as follows:

1. The City Council approves and the Mayor is authorized to sign the Water and Sewer Mutual Aid Agreement – 2006 attached to this resolution.

2. The authorization of the Water and Sewer Mutual Aid Agreement - 2006 shall immediately supersede and rescind the City of Marysville's prior signatory to the Sewer and Water Mutual Aid Agreement (developed in 1995).
3. The City Clerk is directed and authorized to send a certified copy of this resolution to the Everett Utilities Director.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2007.

CITY OF MARYSVILLE

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 14, 2007**

<b>AGENDA ITEM:</b> Authorizing the surplus of equipment which is no longer compatible with the City's technology infrastructure.	<b>AGENDA SECTION:</b> Consent	
<b>PREPARED BY:</b> Worth Norton, Information Services Manager	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS</b> 1. Resolution No. _____	<b>APPROVED BY:</b> <i>Jhr.</i>	
	MAYOR <i>DZK</i>	CAO <i>[Signature]</i>
<b>BUDGET CODE:</b> 50300090 535000	<b>AMOUNT:</b>	

The attached resolution contains a list of I.T. hardware and that has become obsolete within the City's I.T. infrastructure. While the listed PCs are able to run some of the City's older software, they are not satisfactory for many of the new software applications now being used or are in the planning stages. These PCs will be gradually phased out over the next 18 months.

The City's Information Services Department is committed to green technology based on reduce, reuse and recycle. First the City will reuse all PCs that can be used in a less demanding situation within the City prior to being surplus if the costs of retaining the PCs are lower than replacing them. Then all PCs that are still in good enough condition will be sold. Only PCs that are damaged or have no useable value will be recycled.

These PCs will be completely cleaned of all data and reformatted with their original operating systems. All refurbishing will be done by our I.T. Interns to minimize costs. In addition, all purchasers will be required to sign a letter of understanding that PCs are considered hazardous waste and must be disposed of properly.

We expect to be able to auction off most of the PCs using an "eBay style" purchase now or best bid format. This system has been successfully used for two years and has sold approximately 23 surplus PCs and miscellaneous networking equipment.

<b>RECOMMENDED ACTION:</b> City staff recommends that the City Council authorizes the Mayor to sign the attached resolution declaring certain items of personal property to be surplus and authorizing the sale and disposal thereof.
<b>COUNCIL ACTION:</b>

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

WHEREAS, by determination of the City's Information Services Department, the following list of equipment is no longer compatible with the City's technology infrastructure.

WHEREAS, the following list of equipment and software has reached the end of its' useful lifecycle.

WHEREAS, the following hardware, as identified, is considered hazardous waste and must be disposed of either through hazardous waste recycling or resale with a signed understanding of eventual hazardous waste disposition.

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

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

<i>Qty.</i>	<i>Description</i>
34	PCs and Servers with 1.7GHz Processors or Older
9	Laptops with 1.06GHz Processors or Older
40	17" CRT Monitors

The City is hereby authorized to sell or dispose of the above referenced items in a manner which, by the direction of the Information Services Manager, nets the greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of May, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
LILLIE LIEN, Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

**A RESOLUTION BY THE CITY OF MARYSVILLE  
DECLARING MARYSVILLE TO BE MILITARY FAMILY  
FRIENDLY AND ENCOURAGING AREA BUSINESSES TO  
BECOME A MILITARY FAMILY FRIENDLY  
EMPLOYMENT PARTNER**

WHEREAS, the city of Marysville hosts a vast number of military families who are either permanently or temporarily stationed in the area; and

WHEREAS, military spouses and family members are often faced with employer bias because of stereotypes such as availability and potential length of employment; and

WHEREAS, the city of Marysville has and wishes to continue to experience economic development and the creation of family wage jobs; and

WHEREAS, the city of Marysville supports strongly a diverse and inclusive qualified workforce; and

WHEREAS, the city of Marysville supports fully our troops and their families; and

WHEREAS, the city of Marysville is an equal opportunity employer; and

WHEREAS, the city of Marysville hereby makes the following finding of fact:

- A. Today's employers are faced with an unprecedented challenge of meeting their staffing needs in today's high-technology, service-oriented economy. The demand for motivated, qualified personnel has outstripped supply in many industries. Without new sources of talent, growth, productivity and profits will be constrained by shortages in the labor market.
- B. Military family members provide an advantage to employers searching for high levels of talent, training, and unique skills cultivated by the rigors of military family life.
- C. Military family members are highly educated and trained in a variety of disciplines. More than one-fifth of spouses have earned a baccalaureate degree and one in twenty holds one or more graduate or professional degrees. Many more are licensed or certified in skilled trades or professional fields.
- D. The U.S. Department of Labor, Bureau of Labor Statistics reports that the average job tenure of employees has been on a steady decline over the past decade. Across all industries, the average tenure is between three and four years. The median tour of duty for military personnel is 3 years, suggesting that their accompanying spouses are likely to be employed for an "average" period, if they find employment shortly upon arrival.
- E. Approximately 6500 sailors and civil service persons are assigned to Naval Station Everett with an estimated 10,000 family members. Of this number there are about 5% per month that rotates in and out. This means about 825 sailors plus family members, per month, are coming into and out of Naval Station Everett.

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

The City of Marysville is a Military Family Friendly Partner and encourages area businesses to join the Military Family Friendly Partnership Initiative.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of May, 2007.

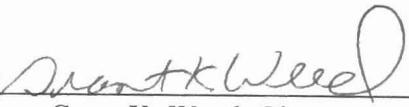
CITY OF MARYSVILLE

BY \_\_\_\_\_  
Dennis L. Kendall, Mayor

ATTEST:

By \_\_\_\_\_  
Tracy Jeffries, City Clerk

APPROVED AS TO FORM:

By   
Grant K. Weed, City Attorney