

April 7, 2008

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

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

1. Information Services Demonstration.

Discussion Items

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

2. Approval of March 24, 2008 City Council Meeting Minutes.
3. Approval of April 7, 2008 City Council Work Session Minutes.

Consent

4. Approval of March 26, 2008 Claims in the Amount of \$453,753.98; Paid by Check No.'s 46115 through 46274 with no Check No.'s Voided.
5. Approval of April 2, 2008 Claims.
6. Approval of April 9, 2008 Claims.
7. Approval of April 4, 2008 Payroll.

Review Bids

8. 2008 Concrete Construction Work Awarded to Curbs Plus.

Public Hearings

New Business

9. Sunnyside Ridge – Final Mylar.
10. Acceptance of the Sunnyside 3MG Reservoir Project to Start the 45-Day Lien Filing Period for Project Closeout.
11. Acceptance of the Fixed Network AMR System Project to Start the 45-Day Lien Filing Period for Project Closeout.

Work Sessions are for City Council study and orientation – Public Input will be received at the 4/14/08 City Council meeting.

April 7, 2008

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

City Hall

12. Professional Service Agreement in the Amount of \$74,016.00 with RH2 Engineering for the Design Services for the Sunnyside Wells Improvements.
13. Supplemental Agreement No. 2 with HDR Engineering, Inc. in the Amount of \$20,830.00.
14. Change Order No. 1 with Hexagram, Inc. in the Amount of \$33,797.75.
15. A **Resolution** Accepting Contribution from Snohomish County Board of Realtors for Outdoor Cinema Series Equipment.
16. John Deere Wide Area Mower Lease Agreement.
20. Acceptance of the Salary Range and Job Description for GIS Analyst.
21. Acceptance of the Salary Range and Job Description for SCADA/Telemetry Administrator.

Legal

Mayor's Business

Staff Business

17. Review Residential Lot Capacity and Commercial/Industrial Information for the City of Marysville.
18. Review Snohomish County Buildable Land Report for 2007.
19. Review Impact Fee Reports, 2005-2007.

Call on Councilmembers

Adjourn

Executive Session

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

Adjourn

Work Sessions are for City Council study and orientation – Public Input will be received at the 4/14/08 City Council meeting.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of Minutes	
Approve March 3, 2008 City Council Meeting Minutes.	Approved
Approve March 17, 2008 City Council Work Session Minutes.	Approved
Presentations	
Consent Agenda	
Approve March 5, 2008 Claims in the Amount of \$422,232.73; Paid by Check No.'s 45552 through 45765 with no Check No.'s Voided.	Approved
Approve March 12, 2008 Claims in the Amount of \$946,111.55; Paid by Check No.'s 45766 through 45954 with Check No. 45641 Voided.	Approved
Approve March 19, 2008 Claims in the Amount of \$1,169,161.45; Paid by Check No.'s 45955 through 46114 with Check No.'s 45120, 45626 & 45726 Voided.	Approved
Approve March 5, 2008 Payroll in the Amount of \$1,116,174.19; Paid by Check No.'s 19252 through 19316.	Approved
Approve March 20, 2008 Payroll in the Amount of \$761,650.45; Paid by Check No.'s 19317 through 19377.	Approved
Approve Fireworks Applications.	Approved
Authorize the Mayor to Sign the Supplemental Agreement No. 1 to the Professional Services Agreement with HDR Engineering, Inc. in the Amount of \$69,351.00.	Approved
Review Bids	
Public Hearings	
Current Business	
New Business	
Approve Professional Services Agreement with River Oaks Communications for Video-Cable Consultant Services.	Approved
Adopt a Resolution of the City of Marysville Declaring Certain Multiple Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.	Approved Res. No. 2238
Legal	
Approve Recovery Contract for Sewer; K & D Development, LLC.	Approved Recovery Contract No. 284
Approve Recovery Contract for Sewer; Darling Investment, LLC.	Approved Recovery Contract No. 285
Staff Business	
Call on Councilmembers	
Information Items	
Adjournment	7:53 p.m.
Executive Session	8:00 p.m.
Real Estate – one item	
Personnel – one item	
Adjournment	8:06 p.m.

COUNCIL



MINUTES

Regular Meeting

March 24, 2008

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the March 24, 2008 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor Jeff Moors of Turning Point 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: Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, Community Development Director Gloria Hirashima, Public Works Director Paul Roberts, Parks and Recreation Director Jim Ballew, Commander Robb Lamoureux, City Attorney Cheryl Beyer, Community Information Officer Doug Buell, City Clerk Tracy Jeffries, and Recording Secretary Laurie Hugdahl

Committee Reports

Councilmember Jeff Seibert reported on the March 12 Snohomish County Solid Waste Advisory Committee where the following topics were discussed:

- Presentation by Jim Boss of BigBelly Solar regarding solar powered trash compaction
- Legislative update on Project Stewardship efforts
- Disaster Debris Management Plan update
- 2009 E-waste update. In 2009, cities with populations over 50,000 must pay for their own E-waste recycle

Councilmember Jeff Seibert then reported on the March 19 Finance Committee meeting. The following topics were reviewed:

- Passport fee reduction
- Financial update – Cascade Pool is an option to put money currently in reserves into a private pool
- Bond ratings review update
- Update on scanning of ordinance, resolutions and contracts.
- IRS is proposing a 3% tax on contractor services

Presentations

1. Employee Service Award.

Associate Planner Libby Brady-Grage was presented with her 5-year service award by Community Development Director Hirashima.

Audience Participation

AJ Latlip, 5509 67th Street NE, Marysville, asked what is being done about graffiti in Marysville. Councilmember Vaughan explained what Marysville and the Graffiti Task Force have been doing with regard to graffiti.

David Lackey, 8504 79th Avenue, asked what the preliminary plans are for 88th Street's connection with Highway 9. Director Hirashima said they are currently working on the design extension for that area right now. She reviewed the anticipated plans.

Cheryl Robinson, 8009 76th Place NE, Marysville, WA, expressed opposition to plans for the Bayview Trail. She displayed pictures of garbage and drug paraphernalia that are left in that area on a regular basis.

Sandie Phipps, 8019 75th Street NE, Marysville, WA 98270, suggested looking at an alternative location for the proposed Bayview Trail. Chief Administrative Officer Swenson said the Council has directed staff to look at that location and at this time they are not looking at alternatives. Ms. Phipps indicated she was still waiting for a written response from the City to a request she had made in February. City Clerk Tracy Jeffries indicated she would look into this matter and contact Ms. Phipps as soon as possible.

Approval of Minutes

2. Approval of March 3, 2008 City Council Meeting Minutes.

Motion made by Councilmember Nehring, seconded by Councilmember Vaughan, to approve the March 3, 2008 City Council Meeting minutes as presented. Motion passed unanimously (7-0).

3. Approval of March 17, 2008 City Council Work Session Minutes.

Motion made by Councilmember Vaughan, seconded by Councilmember Wright, to approve the March 17 City Council Work Session minutes as presented. Motion passed unanimously (7-0).

Consent

Motion made by Councilmember Wright, seconded by Councilmember Soriano, to approve the following Consent Agenda items:

4. Approval of March 5, 2008 Claims in the Amount of \$422,232.73; Paid by Check No.'s 45552 through 45765 with no Check No.'s Voided.
5. Approval of March 12, 2008 Claims in the Amount of \$946,111.55; Paid by Check No.'s 45766 through 45954 with Check No. 45641 Voided.
6. Approval of March 19, 2008 Claims in the Amount of \$1,169,161.45; Paid by Check No.'s 45955 through 46114 with Check No.'s 45120, 45626 & 45726 Voided.
7. Approval of March 5, 2008 Payroll in the Amount of \$1,116,174.19; Paid by Check No.'s 19252 through 19316.
8. Approval of March 20, 2008 Payroll in the Amount of \$761,650.45; Paid by Check No.'s 19317 through 19377.
9. Approval of Fireworks Applications.
11. Authorize the Mayor to Sign the Supplemental Agreement No. 1 to the Professional Services Agreement with HDR Engineering, Inc. in the Amount of \$69,351.00.

Motion passed unanimously (7-0) to approve the above Consent Agenda items.

Review Bids - None

Public Hearings - None

New Business

10. Professional Services Agreement with River Oaks Communications for Video-Cable Consultant Services.

Doug Buell explained that this is the company that assisted with the cable negotiations and contract. Verizon has a desire to enter this market with video/cables services.

Motion made by Councilmember Nehring, seconded by Councilmember Phillips, to authorize the Mayor to sign a contract with River Oaks Communication for video-cable consultant services and authorize a budget increase of \$20,000. Motion passed unanimously (7-0).

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

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to authorize the Mayor to sign **Resolution 2238** declaring items of personal property to be surplus and authorizing the sale of disposal thereof. Motion passed unanimously (7-0).

Legal

14. Recovery Contract for Sewer; K & D Development, LLC.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve **Recovery Contract 284**. Motion passed unanimously (7-0).

15. Recovery Contract for Sewer; Darling Investment, LLC.

Motion made by Councilmember Vaughan, seconded by Councilmember Nehring, to approve **Recovery Contract 285**. Motion passed unanimously (7-0).

Mayor's Business

Mayor Kendall welcomed the Boy Scouts to the meeting.

Staff Business

Commander Robb Lamoureux had no comments.

Paul Roberts:

- He responded to solid waste pickup concerns from a citizen last week. Weekly pickup, including yard waste, has begun. In December of 2008, the combined food and yard waste pickup will begin. The code will need to be amended to allow the mixing of those wastes.
- He expressed appreciation to all of the council for their tremendous support that they have shown him and the public works department. He commended Kevin Nielsen who will be replacing him in his position as Public Works Director.

Jim Ballew:

- Several hundred people attended the Easter Egg Hunt. He thanked the councilmembers who came out to support the event. He also thanked the Rotary Club and Grandview Village for the prizes.
- He and Commander Lamoureux will be meeting with middle school principals to discuss the anti-graffiti video produced by TV3.

- The cameras at Jennings Park are activated.
- Resource 411 Fair will be happening this weekend from 10-2 at Totem Middle School.
- More than 50 students will be planting several hundred seedling trees at Wildflower Acres during spring break. On April 19, 40 trees will be planted along SR 528 with the help of several hundred people from various local churches.

Gloria Hirashima had no further comments.

Cheryl Beyer had no comments.

Doug Buell:

- He reported that Everett Clinic has joined the Healthy Communities booth for the Marysville 411 Resource Fair.
- There will be another Shred-it event on April 26 in the parking lot at City Hall from 10-3. This event will be free to the public.

Mary Swenson:

- They have been working with the school district to open up lines of communication on issues such as graffiti and SRO officers.
- She thanked Paul Roberts for the work he has done. She is looking forward to him moving up to City Hall to work on some major projects.
- She thanked Gloria Hirashima for the work she did on the Smokey Point Master Plan.
- She will be on vacation next week.
- There were two items for Executive Session - one personnel and one real estate matter. Action was expected to be taken on both and the anticipated time needed was 15 minutes.

Call on Councilmembers

Carmen Rasmussen:

- She reported that the Gang Task Force recommendations had made it into the senate bill.
- She spoke at Totem Middle School about city government and graffiti and was well-received.
- She asked if they have heard anything from the Chamber regarding input they have gotten from businesses. Vaughan indicated he would be speaking on this.
- Snohomish County Bike to Work Day is coming up.
- She reiterated the outstanding job done with the Easter Egg Hunt. She commended Andrea Hartland for her excellent organization of this event.
- The fire department's ladder truck roll-in event was also on Saturday and was very exciting for those involved.

Lee Phillips also thought the Easter Egg Hunt was a great event, but suggested having a police officer out there next year to help with traffic.

John Soriano:

- He thanked Paul Roberts and Terry Hawley for the response to a citizen's concerns about solid waste pickup from last week.
- NPDES training last week went well. It was very relevant and geared toward elected officials.
- The Easter Egg Hunt was a great event. He enjoyed tying balloons for kids. He commended Andrea Hartland for organizing the program and coordinating helpers for him. He commented that this event drew a crowd of participants from many cities in addition to Marysville.

Jon Nehring welcomed the Boy Scouts and everyone else at the meeting.

Jeff Vaughan:

- He mentioned a letter from Allen Lish regarding storm water concerns. Mayor Kendall said staff would be responding to this.
- He discussed the Chamber's efforts to learn about retailers' willingness to put graffiti tools out of the reach of minors. Some of those forms have been returned. He will bring those to the next Graffiti Task Force meeting where they will then look at this feedback and summarize it for Council.
- He has been talking to school board members regarding a variety of issues. Their feedback has been that they are willing to have a joint meeting with Council soon to discuss how they can improve on the relationship and also to do some joint training. Mayor Kendall suggested including the Tribal Council. Jeff Vaughan concurred and said the school board was also in favor of that.

Donna Wright:

- She echoed that the Easter Egg Hunt was very well organized. The fire ladder truck roll-in was also fun.
- The NDPES workshop was informative and interesting.
- She thanked Paul Roberts for all the work he has done and congratulated him on his promotion.

Jeff Seibert:

- He thanked Gloria Hirashima for getting him the information he had asked about regarding the fireworks lot.
- He congratulated Paul Roberts and thanked him for the good work he has done.
- He discussed more details about the E-waste program.

Mary Swenson discussed results of the elections held by the Tulalip tribes over the weekend.

Mayor Kendall recessed at 7:53 p.m. for seven minutes and reconvened into Executive Session at 8:00 p.m. The Executive Session was expected to last 15 minutes.

Executive Session

- A. Litigation
- B. Personnel – one item with action expected
- C. Real Estate – one item with action expected

Motion by Councilmember Soriano and seconded by Councilmember Nehring to authorize the Mayor to sign the Purchase and Sale Agreement for the Sunnyside Property Well Site for Marysville Fire District 12 as discussed in Executive Session. Motion was passed unanimously (7-0).

Motion by Councilmember Vaughn and seconded by Councilmember Wright to authorize the Mayor to sign the Golf Pro Employment Agreement 1st Amendment, as discussed in Executive Session. Motion was passed unanimously (7-0).

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:06 p.m.

Approved this _____ day of _____, 2008.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2008

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 March 26, 2008 claims in the amount of \$453,753.98 paid by Check No.'s 46115 through 46274 with no Check No.'s voided.

COUNCIL ACTION:

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 3/20/2008 TO 3/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46115	WASHINGTON STATE DEPARTMENT OF	SALES AND USE TAXES 02/08	001.231700.	149.93
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.78
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	21.96
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	35.19
	WASHINGTON STATE DEPARTMENT OF		101.231700.	23.36
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	46,113.16
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	3,537.22
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	19,532.98
	WASHINGTON STATE DEPARTMENT OF		420.231700.	6.77
	WASHINGTON STATE DEPARTMENT OF		420.231710.	4,372.33
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	233.97
	WASHINGTON STATE DEPARTMENT OF		501.231700.	50.55
	WASHINGTON STATE DEPARTMENT OF		503.231700.	32.81
46116	ADVANCED TRAFFIC PRODUCTS INC	COMM CABLE & PHASE SELECTOR	30500030.563000.R0801	2,899.62
46117	ALBERTSONS FOOD CENTER #471	FEB CUSTODY SUPPLIES	00103960.531000.	431.62
46118	ALPHA COURIER, INC.	DELIVERY SERVICE	40142480.541000.	92.60
46119	AMERICAN PLANNING ASSOCIATION	DUES - ANGELA	00102020.549000.	180.00
	AMERICAN PLANNING ASSOCIATION	DUES - LIBBY	00102020.549000.	200.00
	AMERICAN PLANNING ASSOCIATION	DUES - CHERYL	00102020.549000.	245.00
46120	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	00100010.531400.	66.05
	AMSAN SEATTLE	JANITORIAL SUPPLIES- PSB	00100010.531400.	270.30
	AMSAN SEATTLE	JANITORIAL SUPPLIES- COURT	00101250.531400.	131.46
	AMSAN SEATTLE	JANITORIAL SUPPLIES - CH	00103530.531400.	263.41
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	40143410.531200.	234.84
	AMSAN SEATTLE	JANITORIAL SUPPLIES PW SHOP	40143780.531000.	176.81
46121	ANALYTICAL PRODUCTS GROUP INC	PERF EVALUATION TESTING	40142480.541000.	265.00
46122	APPDEV	VBA TRAINING MATERIALS	503.231700.	-71.40
	APPDEV		50300090.549000.	911.40
46123	ARAMARK UNIFORM SERVICES	MAT CLEANING - WWTP	40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES		40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES	MAT CLEANING - PW ADMIN	40143410.549000.	99.75
	ARAMARK UNIFORM SERVICES	MAT CLEANING - MEZZANINE	40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	21.28
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	58.25
	ARAMARK UNIFORM SERVICES		50100065.526000.	58.25
46124	ARLINGTON HARDWARE & LUMBER	TEE	40140580.548000.	17.14
46125	BAG BOY	GOLF BAGS AND CARTS	420.141100.	1,143.00
46126	BANK OF AMERICA	MEETING REIMB	00100110.549000.	6.40
46127	BANK OF AMERICA	TRAINING REIMB	00103222.549100.	183.43
46128	BANK OF AMERICA	MEAL REIMB	00100020.531000.	13.41
46129	BANK OF AMERICA	MEETING REIMB	00103010.549100.	140.19
46130	BANK OF AMERICA	TRAVEL/INVEST REIMB	00103010.549100.	508.64
	BANK OF AMERICA		00103222.549100.	369.00
46131	STEPH BARKER	CLASS REFUND	00110347.376004.	52.00
46132	BLUMENTHAL UNIFORMS & EQUIPMENT	MCLEOD JACKET	00103121.526000.	210.17
	BLUMENTHAL UNIFORMS & EQUIPMENT	DUERMELL JACKET	00103222.526000.	205.27
	BLUMENTHAL UNIFORMS & EQUIPMENT	MAPLES BOOTS	00103222.526000.	391.44
	BLUMENTHAL UNIFORMS & EQUIPMENT	EQUIPMENT	00103222.531000.	78.68
	BLUMENTHAL UNIFORMS & EQUIPMENT	LORI DYE UNIFORMS	00104190.526000.	54.94
46133	BOYDEN ROBINETT & ASSOCIATES LP	UB 651449109000 10412 60TH AVE	401.122110.	161.08
46134	LARRY BUELL	SEMINAR REIMBUREMENT	00103222.549100.	17.93
46135	CALLAWAY GOLF	RENTAL CLUBS	420.231700.	-42.22
	CALLAWAY GOLF		42047267.531000.	538.82
46136	CARR'S ACE HARDWARE	TOOL KIT	00100020.535000.	16.26

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 3/20/2008 TO 3/26/2008**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46136	CARR'S ACE HARDWARE	HOSE CLAMPS,HOSE ENDS,HOSE	00105380.531000.	78.23
	CARR'S ACE HARDWARE	TRAFFIC SIGNAL COMM	30500030.563000.R0803	135.04
	CARR'S ACE HARDWARE		30500030.563000.R0803	144.61
	CARR'S ACE HARDWARE	ONE ROLL SAND CLOTH	40140180.531000.	3.57
	CARR'S ACE HARDWARE	MISC SUPPLIES	40140280.531000.	22.81
	CARR'S ACE HARDWARE	3/4 COMPRESSION	40140580.531000.	17.32
	CARR'S ACE HARDWARE	GREEN SPRAY PAINT AND KEY CUT	40140780.531000.	13.46
	CARR'S ACE HARDWARE	GATE VALVES	40140880.531000.	137.18
	CARR'S ACE HARDWARE	3/4" HOSE AND EXT CORDS	40141280.535000.	32.17
	CARR'S ACE HARDWARE	PADLOCK	41046060.531000.	11.92
	CARR'S ACE HARDWARE		501.141100.	234.16
	CARR'S ACE HARDWARE	PADLOCKS	501.141100.	455.31
46137	CDW GOVERNMENT INC	SHREDDER/MISC PERIPHERAL	50300090.531000.	134.24
	CDW GOVERNMENT INC		50300090.535000.	378.35
46138	CHAMPION BOLT & SUPPLY	SCREWS,FILE SET,ANTI SEIZE	10111864.531000.	78.70
46139	CHELAN COUNTY TREASURER	FEB 2008 BILL	00103960.551000.	1,540.00
46140	CITY TREASURER EVERETT WA	WATER/FILTRATION SERVICE	40140080.533000.	88,239.76
46141	CNR, INC	IP LICENSE ADN MISC ITEMS	00100110.549000.	94.60
	CNR, INC		00100310.549000.	94.60
	CNR, INC		00103010.531000.	174.60
	CNR, INC		00103222.531000.	94.60
	CNR, INC		00103960.531000.	262.60
	CNR, INC		10400022.549000.0836	262.60
	CNR, INC		40140780.531000.	262.60
	CNR, INC		40140880.531000.	262.60
	CNR, INC		50300090.531000.	122.10
	CNR, INC		50300090.535000.	232.59
46142	COMCAST	2008 ANNUAL I-NET MAINT FEE	10800080.541000.	3,313.53
46143	COMCAST	PRO SHOP CABLE	42047267.549000.	89.82
46144	COMMERCIAL FIRE PROTECTION	5 FIRE EXTINGUISHERS	00100010.531000.	200.45
	COMMERCIAL FIRE PROTECTION	TEST AND RECHARGE	40142480.531000.	104.50
	COMMERCIAL FIRE PROTECTION		40143780.531000.	146.50
	COMMERCIAL FIRE PROTECTION	EXT SERVICE AND RETAG	501.141100.	45.25
46145	CONSOLIDATED ELECTRICAL DIST INC	LIGHT BULBS	00112572.531000.	182.45
46146	CO-OP SUPPLY	48 50# BAGS OF LIME SAFELINE	00105120.531010.	177.59
	CO-OP SUPPLY	SIGN	42047165.535000.	5.36
	CO-OP SUPPLY	BRASS NOZZLE	42047165.535000.	15.18
	CO-OP SUPPLY	HAND SPRAYER	42047165.535000.	79.18
46147	WA DEPT OF CORRECTIONS	CONTRACT INMATE LABOR 02/08	00105380.549000.	601.71
46148	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	255.00
46149	CRYSTAL SPRINGS	4 CASES WATER	40142480.531330.	70.09
46150	DAN MEEKS	CURB,GUTTER,SIDEWALK	10111561.549000.M0805	4,189.00
46151	SHEILA DAVIS	INSTRUCTOR SERVICES	00105120.541020.	240.00
46152	DICKS TOWING INC	TOWING CHARGES MPD 08-1436	00103222.541000.	43.44
	DICKS TOWING INC	TOWING CHARGES MPS 08-1464	00103222.541000.	43.44
46153	DIRECT SAFETY CO	SIGNS AND TRAFFIC CONES	420.231700.	-35.27
	DIRECT SAFETY CO		42047165.535000.	450.17
46154	DONNOE & ASSOCIATES, INC.	FINANCIAL ANALYST TEST RENTAL	00100310.549000.	605.00
46155	E&E LUMBER INC	CONTRACTOR BAG	00104230.531000.	28.19
	E&E LUMBER INC	STRINGLINER, TROWELS	00105120.531030.	52.47
	E&E LUMBER INC	PRO 4 WIRE ROLLER FRAME, CVR	00105380.531000.	57.33
	E&E LUMBER INC	DOOR FOR SHED AT BALLFIELD	00105380.548000.	314.64
	E&E LUMBER INC	BATTERIES	42047165.549000.	27.07
46156	THE EAR PHONE CONNECTION	ADAPTER/5 MICROPHONES	00104230.531000.	433.04
46157	COREY ELWELL	REIMB FOR TRAVEL/MEALS	40143410.543020.	512.86
46158	EMMERTON, RON	UB 821664000001 7112 66TH AVE	401.122110.	25.00
46159	EVERETT TIRE & AUTOMOTIVE	8 TIRES	501.141100.	880.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/20/2008 TO 3/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46159	EVERETT TIRE & AUTOMOTIVE	ONE TIRE	50100065.534000.	110.62
46160	CITY OF EVERETT	SHELTER FEES 02/08	00104230.551000.	2,619.00
	CITY OF EVERETT	SHELTER FEES 01/08	00104230.551000.	3,492.00
46161	EVERGREEN SAFETY COUNCIL	FIRST AID CLASS/CPR CARDS	00100310.531200.	311.13
46162	EVERGREEN SECURITY SYSTEMS	INSTALLED SYSTEM LINK SOFTWARE	00100050.531000.	748.65
46163	SUZANNE EVISTON	RANGER PURCHASE	00103324.531000.K9003	7,378.00
46164	FIRE PROTECTION,INC	TESTING AND INSPECTION PSB	00100010.548000.	686.08
	FIRE PROTECTION,INC	INVENTORY SECURITY & FIRE SYS	00100010.549000.	162.76
	FIRE PROTECTION,INC		00101250.549000.	81.37
	FIRE PROTECTION,INC		00103530.549000.	162.76
	FIRE PROTECTION,INC		00112572.549000.	81.37
	FIRE PROTECTION,INC		40143780.549000.	732.38
	FIRE PROTECTION,INC		42047165.549000.	81.37
	FIRE PROTECTION,INC		50200050.549000.	162.74
46165	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,666.92
46166	CRAIG A. FULLERTON	CONSULTING SERVICES	00105250.541000.	440.00
46167	GENERAL CHEMICAL CORP	ALUM SULFATE	40142480.531320.	3,529.29
46168	GRAY AND OSBORNE	PAY ESTIMATE # 19	40220594.563000.W0504	2,338.41
46169	GREATER BAY CAPITAL	MAIL MACHINE LEASE	00100020.542000.	92.77
	GREATER BAY CAPITAL		00102020.542000.	148.43
	GREATER BAY CAPITAL		10111230.542000.	18.55
	GREATER BAY CAPITAL		40143410.542000.	74.22
	GREATER BAY CAPITAL		41046170.542000.	18.55
	GREATER BAY CAPITAL		50100065.545000.	9.28
	GREATER BAY CAPITAL		50200050.545000.	9.27
46170	GREENSHIELDS INDUSTRIAL SUPPLY	HOSE FITTINGS	501.141100.	164.46
	GREENSHIELDS INDUSTRIAL SUPPLY	MISC PIPE FITTINGS AND ADAPTER	50100065.531000.	90.49
46171	GREG RAIARDON'S DODGE CHRYSLER JEEP	ACTUATOR	50100065.534000.	84.32
	GREG RAIARDON'S DODGE CHRYSLER JEEP	COOLING FAN CLUTCH&MISC ITEMS	50100065.534000.	583.46
46172	HD FOWLER COMPANY	RETURN BASE, COVER	00105380.531000.	-99.18
	HD FOWLER COMPANY	GREY ELEC LID FOR BOX	00105380.531000.	16.13
	HD FOWLER COMPANY	METER BOX BASE	00105380.531000.	20.53
	HD FOWLER COMPANY	PRIMER AND CEMENT	00105380.531000.	31.26
	HD FOWLER COMPANY	RETAINER CLIP,CEMENT,PRIMER	00105380.531000.	31.75
	HD FOWLER COMPANY	COUPLINGS	00105380.531000.	37.03
	HD FOWLER COMPANY	COVER, BASE	00105380.531000.	99.18
	HD FOWLER COMPANY	METER BOX BASE,LID, ELL, ETC.	00105380.531000.	116.32
	HD FOWLER COMPANY	RETURN POLYMER LIDS W/ WINDOW	401.141400.	-3,223.92
	HD FOWLER COMPANY	CREDIT FOR LIDS	401.141400.	-394.73
	HD FOWLER COMPANY	METER STOP ANGLE, GRIPPER PLUG	401.141400.	180.98
	HD FOWLER COMPANY	METER SETTER	401.141400.	791.86
	HD FOWLER COMPANY	POLYMER LIDS	401.141400.	1,579.32
	HD FOWLER COMPANY	RETURN 18" FLANGE	40140380.531000.	-738.68
	HD FOWLER COMPANY	18" GASKET	40140380.531000.	-18.92
	HD FOWLER COMPANY	GASKET AND PLUGS	40140380.531000.	916.05
	HD FOWLER COMPANY	FLANGE AND GASKETS	40140380.531000.	1,007.03
	HD FOWLER COMPANY	WHITE MARKING PAINT	501.141100.	235.14
46173	HI LINE	MISC FUSES, HOLDERS, CONN	50100065.531000.	76.61
	HI LINE	MISC FUSES, HOLDERS,CONN	50100065.531000.	93.18
46174	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	357.32
46175	INTEGRA TELECOM	LOCAL & LONG DISTANCE CHRGS	00100020.542000.	195.18
	INTEGRA TELECOM		00100050.542000.	154.24
	INTEGRA TELECOM		00100110.542000.	67.92
	INTEGRA TELECOM		00100310.542000.	47.88
	INTEGRA TELECOM		00100720.542000.	16.57
	INTEGRA TELECOM		00101023.542000.	67.93
	INTEGRA TELECOM		00101130.542000.	69.80

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46175	INTEGRA TELECOM	LOCAL & LONG DISTANCE CHRGS	00102020.542000.	399.87
	INTEGRA TELECOM		00103010.542000.	78.37
	INTEGRA TELECOM		00103121.542000.	102.92
	INTEGRA TELECOM		00103222.542000.	427.38
	INTEGRA TELECOM		00103528.542000.	21.34
	INTEGRA TELECOM		00103630.542000.	10.67
	INTEGRA TELECOM		00103960.542000.	122.52
	INTEGRA TELECOM		00104190.542000.	169.06
	INTEGRA TELECOM		00104230.542000.	22.56
	INTEGRA TELECOM		00105250.542000.	31.18
	INTEGRA TELECOM		00105380.542000.	157.62
	INTEGRA TELECOM		00143523.542000.	86.30
	INTEGRA TELECOM		10111230.542000.	87.42
	INTEGRA TELECOM		40142480.542000.	100.35
	INTEGRA TELECOM		40143410.542000.	308.72
	INTEGRA TELECOM		41046170.542000.	10.67
	INTEGRA TELECOM		42047061.542000.	62.42
	INTEGRA TELECOM		50100065.542000.	27.21
	INTEGRA TELECOM		50148058.542000.	25.44
	INTEGRA TELECOM		50200050.542000.	22.78
	INTEGRA TELECOM		50300090.542000.	-106.46
46176	INTERSTATE AUTO PARTS WAREHOUSE	6 RED LED AND 6 BLUE LED	501.141100.	650.35
46177	ITRON, INC	HANDHELD SERVICE AGREEMENT	40141280.541000.	3,597.09
46178	J&K ASSOCIATES	PROPANE/AIR HOSE-15FT EXT KIT	50100048.564000.	450.28
46179	JUDD & BLACK	MICROWAVE OVENS	00103530.531000.	224.60
	JUDD & BLACK		40143780.531000.	224.59
46180	KATHLEEN SCHMIDT	UB 910910000002 1821 3RD ST #B	401.122110.	131.20
46181	KELLER, DANIEL & JENNIFER	UB 030160270003 8712 57TH DR N	401.122110.	282.61
46182	TIM KING	REIMB FOR MEAL	40143410.549000.	11.92
46183	THE KIPLINGER TAX LETTER	2008 SUBSCRIPTION	00101023.549000.	89.00
46184	LAB/COR, INC.	EPA METHOD 1623	40140780.541000.	405.00
46185	LANGUAGE EXCHANGE	INTERPRETER SERVICES	00102515.549000.	940.50
46186	LANGUAGE LINE SERVICES	INTERPRETATION SERVICES	00103222.542000.	1.75
46187	LASTING IMPRESSIONS INC	EMBROIDERY- PAXTON	00103222.526000.	8.14
	LASTING IMPRESSIONS INC	EMBROIDERY- RUSCH	00103222.526000.	8.14
	LASTING IMPRESSIONS INC	EMBROIDERY- HENDRICKSON	00103222.526000.	24.41
	LASTING IMPRESSIONS INC	EMBROIDERY-STRICKLAND	00103960.526000.	24.41
46188	LES SCHWAB TIRE CENTER	TIRE REPAIRS	50100065.548000.	85.99
46189	DEPT OF LICENSING	MEHLHOFF, CHRISTOPHER (RENEW)	001.237020.	18.00
46190	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICE	00105120.541020.	966.40
46191	LOWES HIW INC	SHELVING	00101250.548000.0864	1,853.91
	LOWES HIW INC	24 GALLON TOOL CHEST	00105380.535000.	54.23
46192	MAKERS	PLANNED ACTION EIS	00102020.541000.0826	3,237.50
	MAKERS	DOWNTOWN INFRASTRUCTURE PLAN	00102020.541000.0804	15,517.75
46193	MARYSVILLE BRAKE AND EXHAUST	REPLACE EXHAUST SYSTEM	50100065.548000.	417.67
46194	MARYSVILLE MUNICIPAL COURT	REIMB FOR FORGED CHECK	00100050.541000.	100.00
46195	MARYSVILLE GLOBE	AD-SEASONAL PARKS	00105120.544000.	77.50
46196	MARYSVILLE GLOBE	AD-COMPUTER SUPPORT TECH	50300090.541000.	93.70
46197	MARYSVILLE GLOBE	AD-GROUNDKEEPER GOLF	42047061.544000.	109.90
46198	MARYSVILLE PAINT & DECORATING	PAINT, SAMPLES, BRUSHES	00100010.531000.	28.70
	MARYSVILLE PAINT & DECORATING	PAINT, LINERS, COVERS	00100010.531000.	103.73
	MARYSVILLE PAINT & DECORATING	MOORGLO PAINT- PICNIC TABLES	00105380.531000.	174.43
46199	MARYSVILLE PRINTING	ENVELOPES- P.D.	00103222.531000.	92.23
	MARYSVILLE PRINTING	3 PART FORMS - P.D.	00103960.531000.	189.42
	MARYSVILLE PRINTING	500 TRACK AND FIELD FLYERS	00105090.531000.0811	268.54
	MARYSVILLE PRINTING	FLYERS FOR SPORTS CAMP	00105120.531090.	585.79
	MARYSVILLE PRINTING	SOLID WASTE SERVICE AGREEMENT	41046060.531000.	205.07

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46200	MARYSVILLE SCHOOL DISTRICT #25	FACILITY SCHEDULING OF GYM	00105120.531091.	159.45
46201	MATERIALS TESTING & CONSULTING INC	SERVICES PERFORMED 02/08	30500030.563000.T0102	2,178.50
46202	MCCAIN TRAFFIC SUPPLY	SIGNAL HEAD BACK PLATES	10111864.531000.	455.70
46203	MICROFLEX INC	TAX AUDIT PROGRAM- FEB 2008	00101023.541000.	656.86
46204	TARA MIZELL	REIMB FOR EASTER EGG HUNT	00105090.531050.	14.95
	TARA MIZELL	REIMB FOR WINCO EASTER EGGHUNT	00105090.531050.	47.52
46205	MUNICIPAL RESEARCH & SERVICES	2008-09 EDITION- 19@\$10.00	00100110.549000.	190.00
46206	N C POWER SYSTEMS CO	OIL SAMPLE BOTTLES	501.141100.	387.26
46207	BRETT NAGLE	PRO TEM SERVICES	00100050.541000.	370.00
46208	NAUTILUS ENVIRONMENTAL, LLC	BIOASSAY TESTING	40142480.541000.	450.00
46209	NELSON PETROLEUM	OIL, TRANS FLUID, HYD FLUID	501.141100.	1,679.14
46210	NEXTEL COMMUNICATIONS	ACCT# 0621975876-3	00100020.542000.	50.69
	NEXTEL COMMUNICATIONS		00103010.542000.	50.69
	NEXTEL COMMUNICATIONS		00103010.542000.	59.35
	NEXTEL COMMUNICATIONS		00143523.542000.	50.69
	NEXTEL COMMUNICATIONS		40143410.542000.	50.69
	NEXTEL COMMUNICATIONS		40143410.542000.	50.69
	NEXTEL COMMUNICATIONS		50300090.542000.	50.69
46211	NORTHERN ENERGY PROPANE	PROPANE HOSE	50100048.564000.	95.39
46212	NORTHWEST CASCADE INC	HONEY BUCKET RENTALS	00105120.531010.	359.98
	NORTHWEST CASCADE INC	HONEY BUCKET RENTAL	00105380.545000.	102.18
46213	NPEA/SNO CO SHERRIFF'S OFFICE	REGISTRATION RENO NV-GOLDMAN	00103222.549100.	250.00
46214	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	10.47
	OFFICE DEPOT		00100020.531000.	19.87
	OFFICE DEPOT		00100020.531000.	80.93
	OFFICE DEPOT		00101130.531000.	14.96
	OFFICE DEPOT		00102020.531000.	19.87
	OFFICE DEPOT		00102020.531000.	55.18
	OFFICE DEPOT		00103010.531000.	17.53
	OFFICE DEPOT		00103010.531000.	74.87
	OFFICE DEPOT		00103121.531000.	11.24
	OFFICE DEPOT		00103121.531000.	20.00
	OFFICE DEPOT		00103222.531000.	6.15
	OFFICE DEPOT		00103222.531000.	151.89
	OFFICE DEPOT		00103222.531000.	161.48
	OFFICE DEPOT	4 DRAWER FILE CABINETS	00103222.531000.	242.72
	OFFICE DEPOT	OFFICE SUPPLIES	00104190.531000.	13.76
	OFFICE DEPOT		00104190.531000.	37.29
	OFFICE DEPOT		00105380.531000.	20.13
	OFFICE DEPOT		00143523.531000.	11.36
	OFFICE DEPOT	4 DRAWER FILE CABINETS	10400022.549000.0835	1,219.63
	OFFICE DEPOT	OFFICE SUPPLIES	40141280.531000.	63.67
	OFFICE DEPOT	HP 19" MONITOR	40142080.531000.	249.54
	OFFICE DEPOT	OFFICE SUPPLIES	40142380.531000.	27.23
	OFFICE DEPOT		40142380.531000.	70.06
	OFFICE DEPOT		40142380.531000.	209.63
	OFFICE DEPOT		40143410.531000.	10.47
	OFFICE DEPOT		40143410.531000.	19.87
	OFFICE DEPOT		40143410.531000.	80.92
	OFFICE DEPOT		50100065.531000.	1.17
	OFFICE DEPOT		50100065.531000.	3.31
	OFFICE DEPOT		50100065.531000.	8.99
	OFFICE DEPOT		50200050.531000.	1.17
	OFFICE DEPOT		50200050.531000.	3.31
	OFFICE DEPOT		50200050.531000.	8.99
46215	OSBORNE, JOLENE	UB 040180000001 7006 88TH PL N	401.122110.	89.71
46216	PACIFIC POWER BATTERIES	FLASHLIGHT BULBS	40140480.531000.	23.78

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46217	PACIFIC POWER PRODUCTS	AERCORE PIVOT ASSEMBLY	42047165.548000.	327.66
46218	PAPE MACHINERY	FILTER ELEMENT	501.141100.	52.36
	PAPE MACHINERY	FUEL FILTERS	501.141100.	125.94
46219	PART WORKS INC, THE	SHUT OFF VALVES	40140080.548000.	135.14
46220	THE PARTS STORE	HAND TOOLS	40140580.535000.	34.67
	THE PARTS STORE	LAMPS AND ELEC-MEC	501.141100.	34.37
	THE PARTS STORE	OIL AND FUEL FILTERS	501.141100.	44.55
	THE PARTS STORE		501.141100.	89.11
	THE PARTS STORE	OIL FILTERS	501.141100.	91.07
	THE PARTS STORE	AIR FILTERS	501.141100.	114.28
	THE PARTS STORE	OIL SEP PADS,AIR FILTER,SWITCH	501.141100.	158.20
	THE PARTS STORE	AIR FILTERS AND ANTIFREEZE	501.141100.	189.15
	THE PARTS STORE	OIL FILTER,BACKUP LIGHTS,BLADE	501.141100.	265.80
	THE PARTS STORE	SWITCH	50100048.564000.	23.48
	THE PARTS STORE	PRIMARY WIRE	50100065.531000.	26.04
	THE PARTS STORE	SMALL ENGINE FUEL LINE ROLL	50100065.531000.	76.48
	THE PARTS STORE	RETURN TAIL PIPE	50100065.534000.	-14.30
	THE PARTS STORE	RETURN TAIL PIPE AND U BOLT	50100065.534000.	-14.19
	THE PARTS STORE	TRANS FILTER KIT	50100065.534000.	7.70
	THE PARTS STORE	TAIL PIPE	50100065.534000.	13.17
	THE PARTS STORE	TAIL PIPE AND U BOLT	50100065.534000.	15.32
	THE PARTS STORE	FUEL FILTER	50100065.534000.	23.47
	THE PARTS STORE	DRIVE BELT	50100065.534000.	37.80
	THE PARTS STORE	FR BRK PADS AND FR WHEEL SEAL	50100065.534000.	42.63
46221	MARK PATTISON	REFUND SECURITY DEPOSIT	001.239100.	200.00
46222	PETROCARD SYSTEMS INC	FUEL CONSUMED-FLEET/FACILITIES	50100065.532000.	94.08
	PETROCARD SYSTEMS INC		50200050.532000.	70.50
46223	PETTY CASH- KBCSC	PETTY CASH REIMBURSEMENT	00105250.531000.	39.03
46224	PETTY CASH- PARKS		00105090.531050.	37.52
	PETTY CASH- PARKS		00105120.531000.	31.45
	PETTY CASH- PARKS		00105120.531070.	17.33
46225	DENISE FREEMAN	UNIFORMS	00103010.526000.	292.50
	DENISE FREEMAN		00103222.526000.	1,853.82
46226	PINO, ERNEST	UB 651449013502 6024 102ND ST	401.122110.	9.27
46227	TONY POCHE	SOCKETS	10111864.535000.	87.33
46228	PUBLIC SAFETY CENTER INC	SPECIALTY POLICE VESTS	001.231700.	-46.06
	PUBLIC SAFETY CENTER INC		00103222.526000.	587.94
46229	PUD NO 1 OF SNOHOMISH COUNTY	ACCT. 418-001-612-5	00100010.547000.	3,074.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 348-001-954-0	00105380.547000.	84.56
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 475-001-792-5	00105380.547000.	151.12
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-739-1	00105380.547000.	390.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 308-001-505-4	00105380.547000.	997.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 308-001-598-9	00105380.547000.	1,125.27
	PUD NO 1 OF SNOHOMISH COUNTY	ACT# 968-001-439-7	10110564.547000.	94.47
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-738-3	10110564.547000.	154.43
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 335-001-900-0	40140180.547000.	262.24
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 493-001-113-7	40140180.547000.	450.55
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 401-001-485-2	40140180.547000.	1,690.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 224-078-532-5	40141580.547000.	1,511.24
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 251-001-382-0	40142280.547000.	1,037.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 370-002-191-2	40142480.547000.	7,533.19
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 461-029-794-9	40142480.547000.	9,834.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 447-001-040-8	40142480.547000.	14,016.70
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 289-075-529-7	40143780.547000.	1,271.59
46230	PUGET SOUND SECURITY	DUP KEY	00103121.531000.	2.12
	PUGET SOUND SECURITY	KEYS CUT	40142180.531000.	12.80
	PUGET SOUND SECURITY	FLOATS AND DUP KEYS	40142480.531000.	59.82

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46231	MUHAMED ALI QATRANI	INTERPRETER SERVICE	00102515.549000.	126.56
46232	RADIA MEDICAL IMAGING	MEDICAL SERVICES	00103960.541000.	53.90
46233	RH2 ENGINEERING INC	PAY ESTIMATE # 12	40220594.563000.W0505	3,086.15
46234	ROALSON, KORIE	UB 849000219000 6215 83RD PL N	401.122110.	177.86
46235	PAUL ROBERTS	TRAVEL REIMBURSEMENT	40143410.549000.	30.00
46236	ROTH HILL ENGINEERING PARTNERS,LLC	PAY ESTIMATE # 10	40230594.563000.S0703	17,981.81
46237	ROY ROBINSON CHEVROLET	DRIVERS WINDOW SWITCH	50100065.534000.	159.76
	ROY ROBINSON CHEVROLET	DEBRIS/ROCK GUARD	50100065.534000.	340.51
46238	SCBOWBO REC BALL DIVISION	BASKETBALL OFFICIALS FOR 03/08	00105120.531040.	3,534.00
46239	LYNN SCHROEDER	REIMB FOR MEETING REFRESHMENTS	00100110.549000.	134.73
46240	CANDICE SMITH	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
46241	SMOKEY POINT CONCRETE	5/8 GRAVEL	40140380.531000.	62.14
	SMOKEY POINT CONCRETE	TICKET # 7057223	40140380.531000.	69.53
	SMOKEY POINT CONCRETE	TICKET # 7057278	40140380.531000.	73.11
	SMOKEY POINT CONCRETE	TICKET # 7057237	40140380.531000.	84.90
46242	SNO CO PUBLIC WORKS	REPAIR MDT COMP CELL MODEMS	50100065.548000.	266.75
46243	SOLID WASTE SYSTEMS INC	REPAIR WORK DONE	50100065.548000.	17,853.31
46244	SOUND HARLEY DAVIDSON	LEASE REVENUE	00103222.545000.	4,066.42
	SOUND HARLEY DAVIDSON		00103222.545000.	4,066.42
46245	SOUND PUBLISHING INC	SEASONAL AD-GOLF & PARKS	00105120.544000.	92.49
	SOUND PUBLISHING INC		42047061.544000.	92.49
46246	SOUND PUBLISHING INC		00105120.544000.	49.81
	SOUND PUBLISHING INC		42047061.544000.	49.81
46247	SOUND SAFETY PRODUCTS CO INC	JEANS- DAGGETT	40143410.526100.	146.61
	SOUND SAFETY PRODUCTS CO INC	BOOTS AND JEANS	40143410.526100.	254.18
	SOUND SAFETY PRODUCTS CO INC	RETURN TRAFFIC CONES	42047165.535000.	-80.22
	SOUND SAFETY PRODUCTS CO INC	TRAFFIC CONES	42047165.535000.	90.23
	SOUND SAFETY PRODUCTS CO INC	TRAFFIC PADDLES	42047165.535000.	214.50
	SOUND SAFETY PRODUCTS CO INC	SWEATSHIRTS	501.141100.	24.44
	SOUND SAFETY PRODUCTS CO INC		501.141100.	30.63
	SOUND SAFETY PRODUCTS CO INC	TWO FLASHLIGHTS	501.141100.	39.64
	SOUND SAFETY PRODUCTS CO INC	WINTER JACKET	501.141100.	82.54
	SOUND SAFETY PRODUCTS CO INC	EARPLUGS AND GLOVES	501.141100.	276.39
	SOUND SAFETY PRODUCTS CO INC	SHIRTS AND SWEATSHIRTS	501.141100.	290.84
	SOUND SAFETY PRODUCTS CO INC	HARD HATS	501.141100.	469.15
	SOUND SAFETY PRODUCTS CO INC	WINTER JACKETS AND RAIN GEAR	501.141100.	1,168.43
46248	WASHINGTON STATE PATROL	ACCESS USER FEE	00104190.551000.	660.00
46249	SUBURBAN PROPANE	PROPANE FOR PARKS&REC OFFICE	00105380.547000.	846.52
	SUBURBAN PROPANE	MAINT BLDG PROPANE	42047165.547000.	682.50
46250	SUNRISE ENVIRONMENTAL SCIENTIFIC	GRAFFITI REMOVER	00105380.531000.	1,096.68
46251	SYSTEMS INTERFACE INC	EDWARD SPRINGS TROUBLESHOOTIN	40140780.541000.	363.82
	SYSTEMS INTERFACE INC	PURCHASE OF SCADA	40140780.541000.	4,677.16
	SYSTEMS INTERFACE INC	PHASE FAIL MONITORING RELAYS	40142280.548000.	3,226.76
46252	TELE-COMMUNICATION, INC	CREDIT FOR BATTERY PACK	00105380.531000.	-22.50
	TELE-COMMUNICATION, INC	BATTERY PACK	00105380.531000.	31.45
46253	KARLA TERUEL	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
46254	THORESEN, MAURICE	UB 220370000000 12824 48TH AVE	401.122110.	76.58
46255	TITAN SALES GROUP	LOCATOR & CARRYING BAG	10110463.548000.	3,595.42
46256	TITLEIST	COBRA SPORT CART BAG	420.141100.	45.60
	TITLEIST	PERMA SOFT GLOVES	420.141100.	51.95
	TITLEIST	GOLF BALLS	420.141100.	149.82
	TITLEIST	IRONS, WOODS, BAFFLERS,DRVRS	420.141100.	2,323.80
	TITLEIST	IRONS, WOODS, BAFFLERS, DRVRS	420.141100.	3,324.80
46257	TOKAY SOFTWARE	ANNUAL TECH SUPPORT FEES	401.231700.	-31.45
	TOKAY SOFTWARE		40140780.541000.	401.45
46258	THE TRANSPOR GROUP, INC.	PAY ESTIMATE # 7	30500010.541000.R0702	20,429.24
46259	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS FOR 02/08	30500030.563000.R0604	53.34

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/20/2008 TO 3/26/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
46259	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS FOR 02/08	30500030.563000.R0502	268.43
	DEPT OF TRANSPORTATION NW REGION		30500030.563000.T0102	629.70
	DEPT OF TRANSPORTATION NW REGION		40220594.563000.W0802	2,974.56
46260	DEPT OF TRANSPORTATION NW REGION	REGISTRATION FOR LAYCOCK	00100020.549000.	50.00
	DEPT OF TRANSPORTATION NW REGION		00100020.549000.	75.00
46261	THE GREATER MARYSVILLE TULALIP	VISITOR & COMM INFO CNTR CONT	00100110.549000.	31,000.00
46262	XENIA TUTTLE	INTERPRETER SERVICES	00102515.549000.	800.00
46263	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.542000.	46.16
	UNITED PARCEL SERVICE		00103960.542000.	18.60
	UNITED PARCEL SERVICE	SHIPPING TO RETURN PARTS	40142080.531000.	10.63
46264	UNITED PIPE & SUPPLY INC	POLYMER LIDS W/ATTCHED WINDOW	401.141400.	958.33
46265	UNITED RENTALS	MARKING PAINT & BATTERIES	501.141100.	432.00
46266	UNITED RENTALS	CONCRETE SAW RENTAL	00105380.531000.	131.33
	UNITED RENTALS	BLUE MARKING PAINT	501.141100.	205.72
46267	VERIZON NORTHWEST	ACCT.# 03 0274 1094715727 10	00103121.542000.	64.27
	VERIZON NORTHWEST	ACCT# 108778831503	00104000.542000.	75.45
	VERIZON NORTHWEST	ACCT.# 03 0273 1092686355 01	00104000.542000.	93.05
	VERIZON NORTHWEST	ACCT 102857559902	00112572.542000.	102.99
	VERIZON NORTHWEST	ACCT#030211106496225401	40140080.541000.	30.26
	VERIZON NORTHWEST	ACCT#030211101696225800	40140380.541000.	30.26
	VERIZON NORTHWEST	ACCT 102778795907	40143410.542000.	60.51
46268	VERIZON	ACCT#0064811477782	40143410.542000.	81.74
46269	W.A. BOTTING COMPANY	FIX CONTROLS IN PSB	00100010.548000.	575.05
	W.A. BOTTING COMPANY	ADJUST CHARGE IN LIBRARY	00112572.548000.	141.05
	W.A. BOTTING COMPANY	REPLACE THERMOSTAT	40141580.541000.	293.69
	W.A. BOTTING COMPANY	REPLACE BEARING IN EXH FAN	40142480.541000.	434.43
	W.A. BOTTING COMPANY	REPAIR HEAT IN SHEPARDS OFFICE	40143410.548000.	165.46
	W.A. BOTTING COMPANY	REPAIR LEAK IN SYSTEM - PW	40143410.548000.	779.03
	W.A. BOTTING COMPANY	REPLACE EXH FAN IN MENS B-ROOM	42047165.531000.	227.69
46270	WAXIE SANITARY SUPPLY	CLEANER FOR PARKS RESTROOMS	00105380.531400.	466.48
46271	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	172.50
46272	WILBUR-ELLIS	FUNGICIDE	42047165.531930.	1,041.20
46273	WILLIAMS, JANET	UB 331475501500 14909 44TH AVE	401.122110.	35.43
46274	ZEE MEDICAL SERVICE	FIRST AID RE-SUPPLY	00100020.531000.	34.34
	ZEE MEDICAL SERVICE		00102020.531000.	34.34
	ZEE MEDICAL SERVICE	FIRST AID RE-SUPPLY- PW	10111230.549000.	73.01
	ZEE MEDICAL SERVICE	FIRST AID RE-SUPPLY	40143410.531000.	34.34
	ZEE MEDICAL SERVICE	FIRST AID RE-SUPPLY- PW	40143780.531000.	73.00

WARRANT TOTAL:

453,753.98

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: April 14, 2008

AGENDA ITEM: Concrete Construction Work Contract	AGENDA SECTION: New Business
PREPARED BY: Jeff Laycock	AGENDA NUMBER:
ATTACHMENTS: Small Works Contract (3 Copies)	APPROVED BY:  
	MAYOR CAO
BUDGET CODE: 10110130.549200	AMOUNT: \$36,245.00

The City solicited bids for miscellaneous concrete construction work pertaining to curb, gutter, sidewalk, driveway entrances and sidewalk ramps for the year 2008. This has been a standard procedure to renew the contract on a yearly basis with the option to extend for one year. Curbs Plus was the low bidder.

RECOMMENDED ACTION:

Staff recommends that the Council authorize the mayor to sign the Small Works Contract for concrete construction work with Curbs Plus in the amount of \$36,245.

COUNCIL ACTION:

SMALL WORKS CONTRACT

THIS AGREEMENT is made this 7th day of March, 2008 between the CITY OF MARYSVILLE, a municipal corporation ("City"), and Curbs Plus ("Contractor").

In consideration of the terms and conditions contained herein and attached and made a part of this contract, the parties herein covenant and agree as follows:

1. **PROJECT.** The Contractor shall do all work and furnish all tools, materials and equipment for the City's public works project known as CONCRETE CONSTRUCTION WORK in accordance with and as described in the attached bid, plans and specifications, and shall perform any alterations in or additions to the Project provided under this contract and every part thereof. Additional details and specifications for the project are attached as **Attachment A.**

2. **PROJECT COST.** The lump amount of the Project contract is **THIRTY SIX THOUSAND TWO HUNDRED AND FORTY FIVE DOLLARS (\$36,245)**. The total Project cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative and permit and regulatory costs, unless otherwise agreed in writing.

3. **CITY AGREEMENT.** The City employs Contractor to provide the materials and to do and cause to be performed the Project work described above and to complete and finish same according to the attached plans and specifications and the terms and conditions herein contained, and contracts to pay the total Project cost for such work at the time and in the manner and upon the conditions provided for in this contract.

4. **CONTRACTOR AGREEMENT.** The Contractor hereby agrees to fully perform the work for the total Project cost according to the terms and conditions of this contract.

5. **CONTRACTOR RESPONSIBILITIES.** 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 work provided for in this contract, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of one (1) year after approval and final acceptance by the City of the work. The Contractor shall be responsible for performing the work in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

OPTIONAL PARAGRAPH:

6. **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 District, and further that the Consultant will be barred from performing any services for the District now or in the future, unless a showing is made satisfactory to the District that discriminatory practices have been terminated and that recurrence of such action is unlikely.

7. **EQUITABLE ADJUSTMENTS.** Should Contractor feel an equitable adjustment to the Project cost is warranted wither by written change order or an oral order from the City, Contractor shall file a written notice of that fact with the City within twenty-four (24) hours of the written or oral order. No later than five (5) days thereafter, Contractor shall file a written claim with the City stating the amount claimed, supported by appropriate documentation. No claim for equitable adjustment shall be allowed if submitted after the Project has been given final acceptance by the City.

8. **PAYMENT TERMS.** The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. A detailed application for payment shall be submitted by the Contractor to the City on or before the 1st day of each month, showing the progress of the work and requesting payment in an amount proportionate to the work completed. In cases of single payment, the City shall make payment only after all appropriate releases are submitted and the project is given final acceptance by the City. In cases of multiple payments, the City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein. Payment to the Contractor shall be made within thirty (30) days after final acceptance by the City.

9. **ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation

including, but not limited to, costs, expert witnesses and reasonable attorney fees.

10. **INDEMNIFICATION.** The Contractor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting there from, to any party arising out of, or in any manner connected with, the work performed under this contract, or caused in whole or in part by reason of the presence of the Contractor, the subcontractors, or their property, employees or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. This indemnification provided herein constitutes Contractor's waiver of immunity under Industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

11. **INSURANCE.** The Contractor shall obtain and keep in force during the term of the contract insurance in no less than the following amounts:

	<u>Comprehensive General Liability</u>	<u>Automobile</u>	<u>Property</u>
Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	\$2,000,000	\$2,000,000

The City shall be specifically named as an insured in such policy or policies. A Certificate of Insurance, questionnaire and endorsement, as required by the City, shall be executed and delivered to the City at the time of execution of this contract.

12. **PREVAILING WAGES.** The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. A statement of prevailing wages applicable to the Project is included in the specifications. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Final payment will be made in accordance with the requirements of RCW 39.12.

13. **TRENCH SAFETY SYSTEMS.** All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

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

CITY OF MARYSVILLE

By _____

Attest:

By _____
City Clerk

Approved as to form:

By _____
City Attorney

Curbs Plus

By *JW Mader*
Its owner

Address: 11106 138th St NE

Arlington, WA 98223

Telephone: (360) 653-3302

INDEMNIFICATION AGREEMENT

Curbs Plus (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Marysville (hereinafter called Owner) harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Contractor's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Contractor or contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor's duty to defend, indemnify and hold Owner harmless shall include as to all claims, demands, losses and liability to which it applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS
INDEMNIFICATION AGREEMENT WAS MUTUALLY NEGOTIATED.

CITY OF MARYSVILLE

By _____

Date _____

CONTRACTOR

By John M. McNamee
[name & title]

Date 3-7-08

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2008

AGENDA ITEM: Snohomish County PFN 05-118663 SD Sunnyside Ridge – Final Plat	AGENDA SECTION:	
PREPARED BY: Chris Holland, Senior Planner 	AGENDA NUMBER:	
ATTACHMENTS: 1. Snohomish County Hearing Examiner Decision 2. Snohomish County PDS Staff Recommendation 3. Snohomish County PDS Determination of Non-Significance 4. Final Plat Checklist 5. Final Subdivision Map	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Snohomish County PDS granted Preliminary Subdivision approval for a 17-lot subdivision, known as “Sunnyside Ridge,” located on the east side of Sunnyside Boulevard, 300’ north of its intersection with 40th Street NE. The subject property was annexed (Sunnyside-Whiskey Ridge Annexation) into the City of Marysville, on December 1, 2006, prior to recording of the final subdivision.

Since, the property was annexed into the City, prior to being recorded by Snohomish County, final subdivision review was conducted by the City of Marysville. The applicant has satisfied all the conditions of approval outlined in the Hearing Examiner decision.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the final mylar for the subdivision known as “Sunnyside Ridge.”
COUNCIL ACTION:



BEFORE THE

Hearing Examiner's Office

Email: Hearing.Examiner@co.snohomish.wa.us

SNOHOMISH COUNTY HEARING EXAMINER

Robert J. Backstein
Hearing Examiner

DECISION of the DEPUTY HEARING EXAMINER

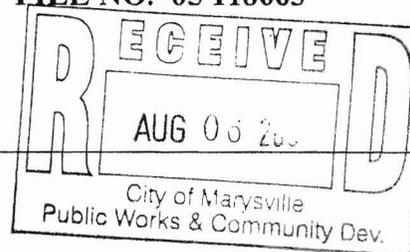
Ed Good
Deputy Hearing Examiner

M/S 405
3000 Rockefeller Ave.
Everett, WA 98201

(425) 388-3538
FAX (425) 388-3201

In the Matter of the Application of)
)
PREVIEW PROPERTIES)
)
Preliminary plat for a 17-lot subdivision utilizing lot)
size averaging)

FILE NO. 05 118663



DATE OF DECISION: May 24, 2006

PLAT/PROJECT NAME: *Sunnyside Ridge*

DECISION (SUMMARY): The requests for a preliminary plat for a 17-lot subdivision utilizing lot size averaging provisions is hereby **CONDITIONALLY APPROVED**.

BASIC INFORMATION

GENERAL LOCATION: This project is located at the east side of Sunnyside Boulevard, 300 feet north of its intersection with 40th Street NE, just south of the Marysville city limits.

ACREAGE: 6.01 acres

NUMBER OF LOTS: 17

AVERAGE LOT SIZE: 5,884 square feet

MINIMUM LOT SIZE: 3,151 square feet

DENSITY: 2.8 du/ac (gross)
4.1 du/ac (net)

ZONING: R-9,600

FILE COPY

COMPREHENSIVE PLAN DESIGNATION:

General Policy Plan Designation: Urban Low Density Residential (4-5 du/ac)
Subarea Plan: Snohomish/Lake Stevens
Subarea Plan Designation: Suburban (2-4 du/ac)

UTILITIES:

Water: Snohomish County PUD No. 1
Sewer: City of Marysville

SCHOOL DISTRICT: Marysville No. 25

FIRE DISTRICT: No. 12

SELECTED AGENCY RECOMMENDATIONS:

Department of:
Planning and Development Services (PDS): Approval subject to conditions
Public Works (DPW): Approval subject to conditions

INTRODUCTION

The applicant filed the Master Application on April 27, 2005. (Exhibit 1)

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 19, 20 and 21)

A SEPA determination was made on March 6, 2006. (Exhibit 18) No appeal was filed.

The Examiner held an open record hearing on May 9, 2006, the 76th day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

PUBLIC HEARING

The public hearing commenced on May 9, 2006 at 11:09 a.m.

1. The Examiner announced that he had read the PDS staff report, reviewed the file and viewed the area and therefore was generally apprised of the particular request involved.
2. The applicant, Preview Properties, was represented by Richard Olson of DR Strong. Snohomish County was represented by Erik Olson and Bob Pemberton of the Department of Planning and Development Services.
3. No member of the general public participated in the hearing by document or by testimony.

The hearing concluded at 11:20 a.m.

NOTE: For a complete record, an electronic recording of this hearing is available in the Office of the Hearing Examiner.

FINDINGS, CONCLUSIONS AND DECISION

FINDINGS OF FACT

Based on all the evidence of record, the following findings of fact are entered.

1. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner, is hereby made a part of this file as if set forth in full herein.
2. The PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Policy Act (SEPA). That staff report is hereby adopted by the Examiner as if set forth in full herein.
3. The request is for a 17-lot subdivision using lot size averaging. Average weekday vehicle trips are 153, of which 12 are a.m. peak hour trips and 16 are p.m. peak hour trips.
4. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC (Title 26B SCC) as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.
5. The project would comply with park mitigation requirements under Chapter 30.66A SCC (Title 26A SCC) by the payment of \$1,361.22 for each new single-family home.
6. School mitigation requirements under Chapter 30.66C SCC (Title 26C SCC) have been reviewed and set forth in the conditions.
7. An extensive wetland area occupies the eastern/central area of the site. With mitigation provided for minor buffer impacts and establishment of the wetland and adjacent areas as a Native Growth Protection Area, an evaluation of the information submitted with the application coupled with an on-site investigation has resulted in a determination that the application complies with Chapter 30.62 (32.10), SCC (Critical Area Regulations) and is consistent with the purpose and objectives of the Chapter in regulation of development activities in Critical Areas to safeguard the public health, safety and welfare.
8. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage and recommends approval of the project subject to conditions, which would be imposed during full detailed drainage plan review pursuant to Chapter 30.63A SCC (Title 24 SCC).
9. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished. Public water and sewer service and electrical power will be available for this development.
10. The subject property is designated Urban Low Density Residential-Limited (4-5 du/ac) Marysville UGA Only. This designation allows mostly detached housing development on larger lot sizes. This designation is applied in a portion of the Sunnyside area that is confined to the lowest density urban zone because of environmental constraints and difficulties in service provision. Implementing zones include R-9,600 and PRD-9,600.

11. The proposed use (single-family detached development) is essentially compatible with existing single-family detached developments on larger lots. Because the property is within a UGA, policies were adopted to promote urban densities of development. A comparison with the present lower density character of much of the area is inappropriate since the present density of development in much of the surrounding area is inconsistent with both the adopted comprehensive plans and the present zoning.
12. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC (Title 19 SCC) as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
13. The proposal has been evaluated by PDS for compliance with the lot size averaging provisions of SCC 30.41A.240 and SCC 30.23.210. This proposal is consistent with these provisions.
14. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.
15. Any finding of fact in this decision which should be deemed a conclusion is hereby adopted as such.

CONCLUSIONS OF LAW

Based on the findings of fact entered above, the following conclusions of law are entered.

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition. There are no changes to the recommendations of the staff report.
2. The Department of Public Works recommends that the request be approved as to traffic use subject to conditions specified below herein.
3. The request is consistent with the (1) GMACP, GMA-based County codes, (2) the type and character of land use permitted on the site, (3) the permitted density, and(4) the applicable design and development standards.
4. The request should be approved subject to compliance by the applicant with the following conditions:

CONDITIONS

- A. The preliminary plat received by the Department of Planning and Development Services on November 18, 2005 (Exhibit 16) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.

B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the County:

- i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
- ii. The platlor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.

C. The following additional restrictions and/or items shall be indicated on the face of the final plat:

i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No.25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for one existing parcel(s). Lot 1 shall receive credit."

ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:

\$1,846.45 per lot for mitigation of impacts on county roads paid to the County,

\$1,172.65 per lot for mitigation of impacts on the City of Marysville streets paid to the City.

\$194.34 per lot for mitigation of impacts on the City of Arlington streets paid to the City.

\$71.29 per lot for transportation demand management paid to the County.

The developer of this subdivision has elected to defer these payment obligations to a time preceding building permit issuance. Notice of these mitigation payment obligations shall be contained in any deeds involving this subdivision or the lots therein. Once building permit has been issued all mitigation payments shall be deemed paid.

iii. Additional right-of-way adjacent to the existing right-of-way of Sunnyside Boulevard shall have been deeded or dedicated to the City of Marysville along the development's entire frontage such that a minimum of 35 feet of right-of-way exists from centerline of the Sunnyside Boulevard right-of-way.

iv. Additional right-of-way adjacent to the east boundary of the development for the right-of-way of 67th Avenue SE shall have been deeded or dedicated to the City of Marysville along the development's entire frontage such that a minimum of 35 feet of right-of-way exists from proposed centerline of the 67th Avenue SE right-of-way.

v. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) with the following language on the face of the plat;

"All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 32.10.110(29)(a), (c), and (d) are allowed when approved by the County."

D. Prior to recording of the final plat:

- i. The developer shall pay the County of \$1,361.22 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.
- ii. Urban frontage improvements including a five-foot bicycle path shall be constructed along the parcel's frontage on Sunnyside Boulevard to the specifications of the City of Marysville.
- iii. Pedestrian Facilities shall be constructed to the specifications of the DPW throughout the development specifically on one side of the road and around the bulb of the road stubs ending in the cul-de-sac bulb. [EDDS]
- iv. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platlor may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division for review and approval prior to installation.

E. All development activity shall conform to the requirements of Chapter 30.63A SCC.

Nothing in this permit/approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

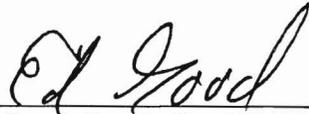
5. Any conclusion in this decision which should be deemed a finding of fact is hereby adopted as such.

DECISION

Based on the findings of fact and conclusions of law entered above, the decision of the Hearing Examiner on the application is as follows:

The requests for a preliminary plat for a 17-lot subdivision utilizing lot size averaging provisions is hereby **CONDITIONALLY APPROVED**, subject to the conditions set forth in Conclusion No. 4 above.

Decision issued this 24th day of May 2006.


Ed Good, Deputy Hearing Examiner

EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

The decision of the Hearing Examiner is final and conclusive with right of appeal to the County Council. However, reconsideration by the Examiner may also be sought by one or more parties of record. The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see Chapter 30.72 SCC and the respective Examiner and Council Rules of Procedure.

Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **JUNE 5, 2006**. There is no fee for filing a petition for reconsideration. **"The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing."** [SCC 30.72.065]

A petition for reconsideration does not have to be in a special form but must: contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner's attorney, if any; identify the specific findings, conclusions, actions and/or conditions for which reconsideration is requested; state the relief requested; and, where applicable, identify the specific nature of any newly discovered evidence and/or changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching the Hearing Examiner's decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by the record;
- (e) New evidence which could not reasonably have been produced and which is material to the decision is discovered; or
- (f) The applicant proposed changes to the application in response to deficiencies identified in the decision.

Petitions for reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.72.065. Please include the County file number in any correspondence regarding this case.

Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with the Department of Planning and Development Services, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **JUNE 7, 2006** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

An appeal must contain the following items in order to be complete: a detailed statement of the grounds for appeal; a detailed statement of the facts upon which the appeal is based, including citations to specific Hearing Examiner findings, conclusions, exhibits or oral testimony; written arguments in support of the appeal; the name, mailing address and daytime telephone number of each appellant, together with the signature of at least one of the appellants or of the attorney for the appellant(s), if any; the name, mailing address, daytime telephone number and signature of the appellant's agent or representative, if any; and the required filing fee.

The grounds for filing an appeal shall be limited to the following:

- (a) The decision exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching his decision;
- (c) The Hearing Examiner committed an error of law; or
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by substantial evidence in the record. [SCC 30.72.080]

Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the County file number in any correspondence regarding the case.

Staff Distribution:

Department of Planning and Development Services: Bob Pemberton
Department of Public Works: Norm Stone

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation." A copy of this Decision is being provided to the Snohomish County Assessor as required by RCW 36.70B.130.

Parties of Record Register
05 118663 SD SUNNYSIDE RIDGE
HRG: 3/9/06
05118663 KW UPDATED 5/23/06

PREVIEW PROPERTIES INC
1222 N 185TH ST SUITE 102
SHORELINE WA 98133

SNO CO PUD NO 1
DEAN SAKSENA & LAURIE WADE
PO BOX 1107
EVERETT WA 98206-1107

SNOHOMISH HEALTH DIST
BRENT RAASINA
3020 RUCKER AVE SUITE 104
EVERETT WA 98201-3900

SNO CO DEPT OF PUBLIC WORKS
NORMAN W STONE
3000 ROCKEFELLER AVE M/S 607
EVERETT WA 98201

SNO CO DEPT OF PLAN & DEV SERV
BOB PEMBERTON
3000 ROCKEFELLER AVE M/S 604
EVERETT WA 98201

GIBSON TRAFFIC CONSULTANTS
EDWARD T KOLTONOWSKI
1712 PACIFIC AVE SUITE 100
EVERETT WA 98201

MARYSVILLE SCHOOL DIST
JOHN BINGHAM/JOE JOE LEGARE
4220 80TH ST NE
MARYSVILLE WA 98270-3498

CITY OF MARYSVILLE
L GRAGE & S ROBERGE
80 COLUMBIA AVE
MARYSVILLE WA 98270

DR STRONG CONSULTING
RICHARD OLSON
10604 NE 38TH PL SUITE 101
KIRKLAND WA 98033-7903

STAFF RECOMMENDATION:

DENIAL without Prejudice

I. NATURE OF APPLICATION

A. Request

Sunnyside Ridge is a 17-lot subdivision of 6.04 acres. The proposed single-family residential lots range in size from 3,151 square feet to 13,121 square feet. Utilizing 104,665 square feet of open space, the average lot size is 11,361 square feet. Access to all lots will be by new internal public roads connecting to 63rd Avenue NE, a public road. Public water service is to be provided by the Snohomish County PUD No.1 and sewer service by the City of Marysville. Mitigation fees are to be paid in accordance with Chapters 30.66A, B, and C, SCC, for project impacts to community parks, nearby road system traffic and to the Marysville School District No. 25. An extensive wetland area occupies the eastern/central area of the site and with mitigation provided for minor buffer impacts the wetland and adjacent areas will be preserved as Native Growth Protection Area.

B. Project Chronology/Background

The Sunnyside Ridge application was originally submitted to Planning and Development Services (PDS) on April 27, 2005, and was determined on April 27, 2005 to be complete as of the date of submittal for regulatory purposes, but insufficient for further review. The application was responded to on August 23, 2005 (Day 76). One item needed was verification of public sewer service from the City of Marysville. As of the date of this staff report, verification of public sewer service has not been received, therefore, as of the hearing date, 76 days of the 120-day review period will have elapsed.

C. Site Description

The 6-acre site is rectangular with 200 feet of frontage on Sunnyside Boulevard extending 1300 feet easterly from the road. The site is generally level in the western and eastern portion with slopes down to the east in the center of the site. There is one single family residence with related outbuildings on the site. The eastern portion of the site is forested, while the center of the site is dominated by shrub species. The western portion of the site contains the residence, lawn and pasture.

D. Adjacent Zoning/Uses

This area is a low density residential area south of the Marysville city limits. This site and surrounding properties are zoned R-9,600 and have been developed in lower density single family residential parcels. Sunnyside Elementary School lies a quarter mile to the south.

II. ISSUES OF CONCERN

No extraordinary issues or concerns have arisen in the review of this proposal. The applicant is still working with the City of Marysville to obtain sewer service.

III. PROJECT CONSISTENCY WITH ADOPTED CODES AND POLICIES

A. Parks Mitigation (Chapter 30.66A SCC)

The proposal is within the Centennial Park Service Area No. 306 and is subject to Chapter 30.66A SCC, which requires payment of \$1361.22 per each new single-family residential unit, to be paid either prior to plat recording or prior to building permit issuance for each unit. Such payment or contribution of in-kind mitigation is acceptable mitigation for parks and recreation impacts in accordance with county policies.

B. Traffic Mitigation and Road Design Standards (Title 13 SCC & Chapter 30.66B SCC)

Planning and Development Services-Traffic has reviewed the proposal for compliance with Title 13 and Chapter 30.66B of Snohomish County Code, Snohomish County Engineering Design and Development Standards (EDDS), and the appropriate policies and procedures.

1. Road System Capacity [SCC 30.66B.310]

The impact fee for this proposal is based on the new average daily trips (ADT) generated by 16 new lots at 9.57 adt/lot. This rate comes from the 7th Edition of the ITE Trip Generation Report (Land Use Code 210). The development will generate 153.12 new ADT and has a road system capacity impact fee of \$31,389.6 based on \$205/ADT. This impact fee must be proportionally paid prior to the issuance of the building permits associated with this development.

Trips	Calculations	
ADT	$(17 \text{ New SFR} - 1 \text{ Exist.}) \times (9.57 \text{ ADT/SFR}) =$	153.12
AM PHT	$(17 \text{ New SFR} - 1 \text{ Exist.}) \times (0.75 \text{ AM PHT/SFR}) =$	12.00
PM PHT	$(17 \text{ New SFR} - 1 \text{ Exist.}) \times (1.01 \text{ PM PHT/SFR}) =$	16.16

2. Concurrency [SCC 30.66B.120]

"Level-of-service" means a qualitative measure describing operational conditions within a traffic stream, and the perception thereof by road users. Level-of-service (LOS) standards may be evaluated in terms such as speed and travel time, freedom to maneuver, traffic interruptions, comfort, convenience, geographic accessibility, and safety. The highway capacity manual defines six levels of service for each type of facility for which analysis procedures are available. They are given letter designations, from A to F, with level-of-service A representing the best operating condition, and level-of-service F the worst.

The subject development has been evaluated for concurrency under the provisions of SCC 30.66B.120 and the Department of Public Works has made a preliminary determination that the development is concurrent as of May 10, 2005. A record of developer obligations documenting the concurrency determination will be prepared by DPW in accordance with the provisions of SCC 30.66B.070. The expiration date of the concurrency determination is six years from May 10, 2005.

The development has been deemed concurrent on the following basis:

Medium-Sized Development in TSA with no arterial unit in arrears, SCC 30.66B.130(4). The subject development is located in TSA A, which, as of the date of submittal of the application, had no arterial units in arrears. The subject development generates 12.00 a.m. peak-hour trips and 16.16

p.m. peak-hour trips which is not more than the threshold of 50 peak-hour trips in which case the development would also have to be evaluated under SCC 30.66B.035.

3. Inadequate Road Condition (IRC) [SCC 30.66B.210]

The subject proposal will not impact any IRC locations identified at this time within TSA "A" with three or more of its p.m. peak hour trips, nor will it create any. Therefore, it is anticipated that mitigation will not be required with respect to inadequate road conditions and no restrictions to building permit issuance or certificate of occupancy/final inspection will be imposed under this section of Chapter 30.66B SCC.

4. Frontage Improvements [SCC 30.66B.410]

The road frontage for this development is along a City of Marysville street.

The anticipated frontage improvements that would be required would be 23 feet of pavement from right-of-way centerline to the face of the curb, vertical curb and gutter, a 5 foot planter strip and a 5 foot sidewalk. Construction of frontage improvements is required prior to the recording of the plat unless bonding of improvements is allowed by PDS, in which case construction is required prior to any occupancy of the development.

Since this development's frontage is along a City of Marysville street, the standard will be defined by the City.

5. Access and Circulation [SCC 30.66B.420]

Access is proposed from a new public road that will be constructed within the proposed plat of Stone Brook within the City of Marysville.

The N-S plat road is being design as a residential urban street which is 28 feet between 2-6 inch vertical curbs, 2-5 foot planters and 2-5 foot sidewalks. The east west road stubs end in 30 foot radius cul-de-sac bulbs to meet the EDDS section 3-10(A)(2). Roads that end in a permanent cul-de-sac require pedestrian facilities on one side and around the cul-de-sac bulb.

6. Dedication of Right-of-Way [SCC 30.66B.510 and 30.66B.520]

Sunnyside Boulevard is designated as a collector arterial on the County's Arterial Circulation Map. This requires a right-of-way width of 35 feet on each side of the right-of-way centerline. No right-of-way currently exists on the developments side of the right-of-way. Therefore, 35 feet of additional right-of-way is required. Additional right-of-way adjacent to the existing right-of-way of Sunnyside Boulevard shall have been deeded or dedicated to the City of Marysville along the developments entire frontage such that a minimum of 35 feet of right-of-way exists from centerline of Sunnyside Boulevard right-of-way.

Additional right-of-way adjacent to the east boundary of the development for the right-of-way for 67th Avenue SE shall have been deeded or dedicated to the City of Marysville along the developments entire frontage such that a minimum of 35 feet of right-of-way exists from the proposed centerline of 67th Avenue SE right-of-way.

7. State Highway Impacts [SCC 30.66B.710]

This development is subject to the Washington State Department of Transportation (WSDOT)/County Interlocal Agreement, which became effective on applications determined complete on or after December

21, 1997. The impact mitigation measures under the ILA, Section IV (4.1)(b), may be accomplished through (a) voluntary negotiated construction of improvements, (b) voluntary negotiated payment in lieu of construction, (c) transfer of land from the developer to the State, or (d) a voluntary payment in the amount of \$36.00 per ADT. Should the applicant choose the voluntary payment option to mitigate their impact to the state highway system, the payment is calculated at $162.69 \text{ ADT} \times \$36.00/\text{ADT} = \$5,856.84$.

Comments have been received from the WSDOT by email dated May 4, 2005 agreeing with the traffic study that this development will not impact any WSDOT collection project with 3 or more PM peak trips.

8. Other Streets and Roads [SCC 30.66B.720]

Public Works will recommend mitigation measures of the development's direct traffic impact on the city, town or other county roads to the approving authority and the approving authority will impose such measures as a condition of approval of the development in conformance with the terms of the interlocal agreement referred to in SCC 30.61.230 between the county and the other agency. Interlocal agreements have been executed between the County and the Cities of Arlington and Marysville for traffic mitigation for impacts on the City's road system.

Comments have been received from both Marysville and Arlington agreeing with the offered amounts for traffic impact mitigation. The offered amounts are \$21,180.01 for the City of Marysville, and \$3,564.49 for the City of Arlington. Both of these offers were based on a plat design with 17 new lots. The new plat design is for 16 new lots, therefore the Marysville and Arlington mitigation amounts will be adjusted proportionally for the deduced number of lots;

$$\begin{aligned} \$21,180.01/17 \text{ lots} \times 16 \text{ lots} &= \$19,934.97 \text{ distributed over } 17 \text{ lots} = \$1,172.65 \text{ per lot and} \\ \$3,564.49/17 \text{ lots} \times 16 \text{ lots} &= \$3,354.91 \text{ distributed over } 17 \text{ lots} = \$194.34 \text{ per lot.} \end{aligned}$$

There are no other jurisdictions that have an interlocal agreement with the county that will be significantly impacted by the subject development.

9. Transportation Demand Management (TDM) [SCC 30.66B.630]

All new developments in the urban area shall provide TDM. Sufficient TDM shall be provided to indicate the potential for removing a minimum of five percent of a development's p.m. PHT from the road system. This requirement shall be met by site design requirements provided under SCC 30.66B.630 or SCC 30.66B.630, as applicable, except where the development proposes construction or purchase of specific offsite TDM measures or voluntary payment in lieu of site design, in accordance with SCC 30.66B.645. [SCC 30.66B.650].

It has been determined that the cost of removing one peak hour trip from the road system is approximately \$1,500.00. This is based on the average cost of one stall in a park and ride lot and the average cost of one "seat" in a 15-passenger van. For a development required to provide TDM, the development's TDM obligation will equal \$1,500.00 times the required trip reduction percentage times, the development's peak hour trip generation.

The trip reduction percentage for this development is five percent. The TDM obligation for this development is therefore equivalent to 5% of the 17.17 new PM peak hour trips \times \$1,500.00 which equals \$1,287.75.

In order for a development to obtain a TDM credit, a development must have an overall density of at least 4 dwelling units per gross acres. This development does not meet this minimum standard.

The applicant has submitted a TDM offer in the amount of \$1,287.75. This amount is based on 17 new lots. Since the new plat design is for 16 new lots the TDM obligation will be reduced proportionally. The new TDM lot amount will be $\$1,287.75/17 \text{ lots} \times 16 \text{ lots} = \$1,212.00$ distributed over 17 lots = $\$1,212.00/17 = \71.29 per lot.

10. Pedestrian Facilities [RCW 58.17.110]

The county is required to make findings regarding safe walking conditions for school children that may reside in the subject development. Public Works requests notification of any and all comments received from the local school district regarding the location of school bus stops nearest the subject property and/or if any school children will be required to walk to school.

Comments have been received from the Marysville School District dated 5/12/05 stating that the students will attend the following schools and will:

School Type	Elementary	Middle School	High School
School Name	Sunnyside Elementary	Marysville Middle and Junior High	Marysville Pilchuck
Walk to School	Yes	No	No
Walk to School Bus	No	Yes	Yes
Will busses pick up children within/adjacent to this project	No	Yes	Yes
Bus Stop Locations	Sunnyside Boulevard and 41 st St SE		

There is a paved walkway on the east side of Sunnyside Boulevard to the Elementary School.

C. School Mitigation
(Chapter 30.66C SCC)

The Snohomish County Council amended Chapter 30.66C SCC by Amended Ordinance 97-095, adopted November 17, 1997, which became effective January 1, 1999, in accordance with Amended Ordinance 98-126, to provide for collection of school impact mitigation fees at the time of building permit issuance based upon certified amounts in effect at that time. The subject application was determined to be complete after the effective date of amended Chapter 30.66C SCC. Pursuant to Chapter 30.66C SCC, school impact mitigation fees will be determined according to the Base Fee Schedule in effect for the Marysville School District No. 25, at the time of building permit submittal and collected at the time of building permit issuance for the proposed units. Credit is to be given for the one existing lot. PDS has included a recommended condition of approval for inclusion within the project decision to comply with the requirements of Chapter 30.66C SCC.

D. Drainage and Grading
(Chapters 30.63A and 30.63B SCC)

Runoff from the proposed impervious surfaces will be collected by a system of catch basins and pipes and routed to the detention pond on an adjacent development to the north. Some sheet flow runoff will be

allowed on Lot 13. Planning and Development Services (Engineering) has reviewed the concept offered and is recommending approval of the project, subject to conditions which would be imposed during full drainage plan review pursuant to Chapter 30.63A SCC. Grading quantities are anticipated to be approximately 2,800 cubic yards of cut and 2,900 cubic yards of fill, primarily for road, drainage facility, and home site construction. Water quality would be controlled during construction by use of silt fences and straw bales in accordance with a Temporary Erosion and Sedimentation Control Plan (TESCP) required by Chapter 30.63A SCC.

E. Critical Areas Regulations (Chapter 30.62 SCC)

PDS has reviewed the Critical Areas Study and Mitigation Plan and determined that the project complies with the critical areas regulations. An extensive wetland area occupies the eastern/central area of the site. With mitigation provided for minor buffer impacts and establishment of the wetland and adjacent areas as a Native Growth Protection Area, an evaluation of the information submitted with the application coupled with an on-site investigation has resulted in a determination that the application complies with Chapter 30.62 (32.10), SCC (Critical Area Regulations) and is consistent with the purpose and objectives of the Chapter in regulation of development activities in Critical Areas to safeguard the public health, safety and welfare.

F. GMA Comprehensive Plan (General Policy Plan, GPP)

Four elements of the Snohomish County GMA Comprehensive Plan (GMACP) were adopted pursuant to Ordinance 94-125, which became effective on July 10, 1995. These elements are: the General Policy Plan (GPP); the Transportation Element; the 1995-2000 Capital Facilities Plan; and the Comprehensive Parks & Recreation Plan. On November 27, 1996, effective December 12, 1996, the Council adopted Amended Ordinances 96-074, and 96-071 which amended the map and text of the Snohomish County GMA Comprehensive Plan, and adopted an area-wide rezone within the Urban Growth Areas of the county respectively. This application was complete on April 27, 2005 after the effective date of Amended Ordinances 96-074 and 96-071. This application has been evaluated for consistency with the version of the GMA Comprehensive Plan, which became effective on December 12, 1996, as revised through the completeness date of the application.

The subject property is designated Urban Low Density Residential-Limited (4-5 d.u/acres) Marysville UGA Only. This designation allows mostly detached housing development on larger lot sizes. This designation is applied in a portion of the Sunnyside area that is confined to the lowest density urban zone because of environmental constraints and difficulties in service provision. Implementing zones include R-9,600 and PRD-9,600.

The property is designated Suburban (2-4 d.u/acre) on the pre-GMA Snohomish/Lake Stevens Subarea Plan. In resolving the GPP text discussion regarding the structural relationship of the subarea plans to the GPP, previous hearing examiner decisions have held that the definitive statement in the GMACP adoption ordinance that "the existing subarea comprehensive plans are not part of the county's GMA comprehensive plan..." must be accorded primacy. Therefore, the comprehensive plan to be utilized in the consistency determination procedure required by RCW 36.70B.030(2) and SCC 32.50.100 is the GMACP, and not the pre-GMA subarea plan.

SCC 32.50.100 requires evaluation under the GPP when adopted development regulations do not exist. The GPP and pre-GMA subarea plan policies which might reasonably be applied to the review of a

proposal, such as those which relate to density, design, utilities, critical areas protection and transportation, have been superseded by adopted GMA development regulations. Applicability of specific comprehensive plan policies to a development application is also limited by the *Citizens v. Mt. Vernon* (133 Wn. 2d 861) decision.

The 17-lots proposed are consistent with the density provisions of Snohomish County's GMA-based zoning regulations under Subtitle 30.2.

G. Zoning (Chapter 30.2 SCC)

This project meets zoning code requirements for lot size, including lot size averaging provisions, bulk regulations and other zoning code requirements.

The proposal has been evaluated for compliance with the lot size averaging (LSA) provisions of SCC 30.23.210, which provide that the minimum lot area of the applicable zone is deemed to have been met if the area in lots plus critical areas and their buffers and areas designated as open space or recreational uses, if any, divided by the number of lots proposed, is not less than the minimum lot area requirement. In no case shall the density achieved be greater than the gross site area divided by the underlying zoning. In determining the appropriate calculation, lots may not be less than 3,000 square feet in area, and any lot having an area less than the minimum zoning requirement must provide a minimum lot width of not less than 40 feet, and right-of-way (ROW) setbacks of 15 feet, except that garages must be setback 18 feet from the ROW (except alleys) and corner lots may reduce one ROW setback to no less than 10 feet. Lot coverage for this proposed subdivision is a maximum of 55%

The LSA calculation is as follows:

Area in Lots (88,474 square feet) + Critical Areas and Buffers (93,105 square feet) + Open Space (11,960 square feet) = (193,539 square feet) ÷ (17 lots proposed) = 11,385 square feet

The minimum zoning requirement is 9,600 square feet. No lot is less than 3,000 square feet, and all lots comply with minimum lot width and setback requirements. Roadways and surface detention/retention facilities are not counted toward the LSA calculations. PDS concludes that the proposal is consistent with the lot size averaging provisions of SCC 30.23.210.

H. Environmental Policy (Chapter 30.61 SCC)

PDS issued a Determination of Nonsignificance (DNS) for the subject application on March 3, 2006 (Exhibit 18). The DNS was not appealed.

I. Subdivision Code (Chapter 30.41A SCC)

The proposed plat also meets Chapter 30.41A SCC requirements. A complete application for the proposed plat was received by PDS on April 27, 2005. The proposed plat as conditioned also meets the general requirements under Section 30.41A.100 with respect to health, safety and general welfare of the community as noted in this report. As proposed, the subject lots will not be subject to flood, inundation or swamp conditions. The lots as proposed are outside of all regulated flood hazard areas. As conditioned, the plat will meet all SCC 30.41A.210 design standards for roads.

**J. Plats – Subdivisions - Dedications
(Chapter 58.17 RCW)**

The plat has been reviewed for conformance with criteria established by RCW 58.17.100, .110, .120, and .195. Such criteria require that the plat conform with applicable zoning ordinances and comprehensive plans, and make appropriate provisions for the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.

The proposed plat conforms with applicable zoning codes and the comprehensive plan. There is open space provided within the plat in the form of wetland, and buffer areas, the single-family homes on small lots will be in character with the existing neighborhood. Provisions for adequate drainage have been made in the conceptual plat design which indicates that the final design can conform to Chapter 30.63A SCC and State DOE drainage standards. The plat, as conditioned, will conform to Chapters 30.66A, B and C SCC, satisfying county requirements with respect to parks and recreation, traffic, roads and walkway design standards, and school mitigation. Public water will be supplied by the Snohomish County PUD No. 1 and sewer service is to be provided by the City of Marysville.

IV. CONCLUSIONS

- A. The proposal is consistent with the GMACP; GMA-based county codes, the type and character of land use permitted on the project site, the permitted density and applicable design and development standards.
- B. Adequate public services exist to serve the proposal.
- C. If approved with the recommended conditions, the proposal would make adequate provisions for the public health, safety and general welfare.

**V. STAFF RECOMMENDATION
ON BEHALF OF THE EXECUTIVE BRANCH**

DENIAL without Prejudice

If Public Sewer service availability is established,
the following are recommended Conditions of Approval:

CONDITIONS

- A. The preliminary plat received by PDS on November 18, 2005 (Exhibit 16) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:

- i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
 - ii. The platlor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:
- i. “The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No.25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for one existing parcel(s). Lot 1 shall receive credit.”
 - ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:
 - \$1,846.45 per lot for mitigation of impacts on county roads paid to the county,
 - \$1,172.65 per lot for mitigation of impacts on the City of Marysville streets paid to the city.
 - \$194.34 per lot for mitigation of impacts on the City of Arlington streets paid to the city.
 - \$71.12 per lot for transportation demand management paid to the county.

The developer of this subdivision has elected to defer these payment obligations to a time preceding building permit issuance. Notice of these mitigation payment obligations shall be contained in any deeds involving this subdivision or the lots therein. Once building permit has been issued all mitigation payments shall be deemed paid.
 - iii. Additional right-of-way adjacent to the existing right-of-way of Sunnyside Boulevard shall have been deeded or dedicated to the City of Marysville along the development’s entire frontage such that a minimum of 35 feet of right-of-way exists from centerline of the Sunnyside Boulevard right-of-way.
 - iv. Additional right-of-way adjacent to the east boundary of the development for the right-of-way of 67th Avenue SE shall have been deeded or dedicated to the City of Marysville along the development’s entire frontage such that a minimum of 35 feet of right-of-way exists from proposed centerline of the 67th Avenue SE right-of-way.
 - v. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) with the following language on the face of the plat;

“All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 32.10.110(29)(a), (c), and (d) are allowed when approved by the County.”

D. Prior to recording of the final plat:

- i. The developer shall pay the County of \$1361.22 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.
- ii. Urban frontage improvements including a five-foot bicycle path shall be constructed along the parcel's frontage on Sunnyside Boulevard to the specifications of the City of Marysville.
- iii. Pedestrian Facilities shall be constructed to the specifications of the DPW throughout the development specifically on one side of the road and around the bulb of the road stubs ending in the cul-de-sac bulb. [EDDS].
- iv. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platlor may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division for review and approval prior to installation.

E. All development activity shall conform to the requirements of Chapter 30.63A SCC.

Nothing in this permit/approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

3-7-04



**Snohomish County
Planning and Development Services**

Aaron Reardon
County Executive

(425) 388-3311
FAX (425) 388-3872

M/S #604
3000 Rockefeller Avenue
Everett, WA 98201-4046

DETERMINATION OF NONSIGNIFICANCE

Local File Number: 05-118663-SD **Project File Name:** ~~Sunnyside Ridge~~

Applicant: Preview Properties
1222 North 185th Street Suite 102
Shoreline, WA 98133

DESCRIPTION OF PROPOSAL: Sunnyside Ridge is a 17-lot subdivision of 6.04 acres. The proposed single-family residential lots range in size from 3,151 square feet to 13,121 square feet. Utilizing 104,665 square feet of open space, the average lot size is 11,361 square feet. Access to all lots will be by new internal public roads connecting to 63rd Avenue NE, a public road. Public water service is to be provided by the Snohomish County PUD No.1 and sewer service by the City of Marysville. Mitigation fees are to be paid in accordance with Chapters 30.66A, B, and C, SCC, for project impacts to community parks, nearby road system traffic and to the Marysville School District No. 25.

An extensive wetland area occupies the eastern/central area of the site. With mitigation provided for minor buffer impacts and establishment of the wetland and adjacent areas as a Native Growth Protection Area, an evaluation of the information submitted with the application coupled with an on-site investigation has resulted in a determination that the application complies with Chapter 30.62 (32.10), SCC (Critical Area Regulations) and is consistent with the purpose and objectives of the Chapter in regulation of development activities in Critical Areas to safeguard the public health, safety and welfare.

Location of Proposal: On the east side of Sunnyside Boulevard, 300 feet north of its intersection 40th Street NE, just south of the Marysville city limits in the northeast quarter of Section 3, Township 29 North, Range 5 East, W.M., Snohomish County, Washington.

Tax Account Number: 290503-001-010-00

Lead Agency: Snohomish County Planning and Development Services

THRESHOLD DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable, significant adverse impact on the environment. An environmental impact statement (EIS) is NOT required under RCW 43.21C.030(2)(c). This decision was made after review by Snohomish County of a completed environmental checklist and other information on file with this agency and such information is adopted herein by reference. This information is available for public review upon request.

This Determination of Nonsignificance is issued under WAC 197-11-340 (2) and is subject to a 14 day comment period. Written comments may be submitted to the lead agency at the address below. Comments must be received by March 27, 2006.

Exhibit Number: 15
PFN: 05-118663 SD

APPEALS:

This DNS may be appealed pursuant to the requirements of Section 30.61.300 (23.40.022) SCC and Chapter 2.02 SCC. The fourteen (14) day appeal period commences on the date of publication of notice. Any appeal must be addressed to the County Hearing Examiner, accompanied by a filing fee of \$500.00, and be filed in writing at the Public Assistance Counter on the 2nd Floor, County Administration Building East, Everett, WA. The appeal must be received by March 27, 2006. The appeal must contain the items set forth in 30.71.050(5) SCC as follows:

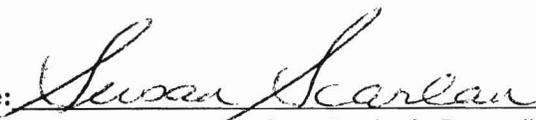
- (a) Facts demonstrating that the person is aggrieved by the decision;
- (b) A concise statement identifying each alleged inadequacy in the threshold determination;
- (c) The specific relief requested; and
- (d) Any other information reasonably necessary to make a decision on appeal.

Please note that failure to file a timely and complete appeal including all the above items shall constitute waiver of all rights to an administrative appeal under county code. In addition to the above requirements, SCC 30.61.305(1) also requires that any person filing an appeal of a threshold determination made pursuant to this chapter shall file with the hearing examiner, within seven days of filing the appeal, a sworn affidavit or declaration demonstrating facts and evidence, that, if proven, would demonstrate that the issuance of the threshold determination was clearly erroneous.

Contact Person: Robert T. Pemberton, Senior Planner
425.388.3311 ext. 2764
robert.pemberton@co.snohomish.wa.us

Responsible Official: Craig R. Ladiser, Director
Planning and Development Services

Address: County Administration Building, Fifth Floor
3000 Rockefeller Avenue, M/S 604
Everett, Washington 98201

Signature: 
Susan Scanlan for Responsible Official

Date: 3/6/06

VOLUNTARY OFFERS

This threshold determination was reached on the basis of mitigation offered voluntarily by the developer. The voluntary offers submitted were evaluated as part of this threshold determination, and are considered necessary to reduce the overall level of impact below that which is probable, significant and adverse.

DISCLAIMER

The determination that an environmental impact statement does not have to be filed does not mean there will be no adverse environmental impacts. Snohomish County codes governing noise control, land use performance standards, construction and improvement of county roads, off site road improvement obligations, drainage control, fire protection and building practices will provide substantial mitigation of the aforementioned impacts.

The issuance of this Determination of Nonsignificance should not be interpreted as acceptance or approval of this proposal as presented. Snohomish County reserves the right to deny or approve said proposal subject to conditions if it is determined to be in the best interest of the county and/or necessary for the general health, safety and welfare of the public to do so.

DISTRIBUTION LIST

Snohomish County	Department of Public Works, Ann Goetz Fire District #12 Parks Department
Washington State	Department of Ecology Department of Transportation Department of Fish and Wildlife
Utilities	Public Utility District #1 of Snohomish County City of Marysville City of Arlington
Other Agencies	Marysville School District No. 25 Tulalip Tribes Stillaguamish Tribes
Adjacent Property Owners	Notice of the issuance of this Determination of Nonsignificance has been mailed to property owners of record within 500 feet of the external boundaries of this project.

ATTACHMENTS

1. Environmental Checklist
2. Vicinity Map
3. Ownership & Zoning Map
4. Plat Map (reduced to 8 1/2 x 11 or 14)



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

FINAL PLAT CHECK LIST

Plat Name:	Sunnyside Ridge #1	PA# PFW	05118463
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	AG	11/26/07
	Planning	Chi	10/30/07
2. Letter of Segregation to Assessor	Planning	Chi	8/13/07
SENT 8/13/07			
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	GA	3.27.08
Asbuilts – Including Digital Files	Const. Insp.	RKH	9-26-07
Bill(s) of Sale	Const. Insp.	GA	9.26.07
Maintenance and Warranty Funding	Const. Insp.	GA	12.26.07
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	GA	3.27.08
Asbuilts – Including Digital Files	Const. Insp.	RKH	9-26-07
Bill(s) of Sale	Const. Insp.	GA	9.26.07
Maintenance and Warranty Funding	Const. Insp.	GA	3.24.08
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	GA	3.24.08
6. Inspection Fees - Calculated and Paid	Const. Insp.	Chi	3/25/08
7. Final Plat Fee - Calculated and Paid \$2,700.00	Planning	Chi	8/16/07
8. TIP Fees: DT BP County \$1846.45 City \$1178.65 PRL \$194.34 County DM \$71.12	Planning	Chi	8/23/07
9. Parks Mitigation Fees: DT BP \$1341.22	Planning	Chi	8/23/07
10. School District Mitigation Fees: DT BP FEE DT BP	Planning	Chi	8/23/07
11. Signage and Striping Installed <i>Performance Bond</i>	Const. Insp.	GA	3.24.08
12. Final Grading and TESC Inspection	Const. Insp.	GA	9.26.07

13. Satisfied Hearing Examiner's Conditions of Approval	Planning	CL	3/27/08
14. Utility/Recovery/Main Fees	Land Dev.	DJ	3/25/08

Plat Approved for Recording:

Community Development Director:

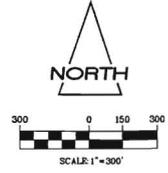
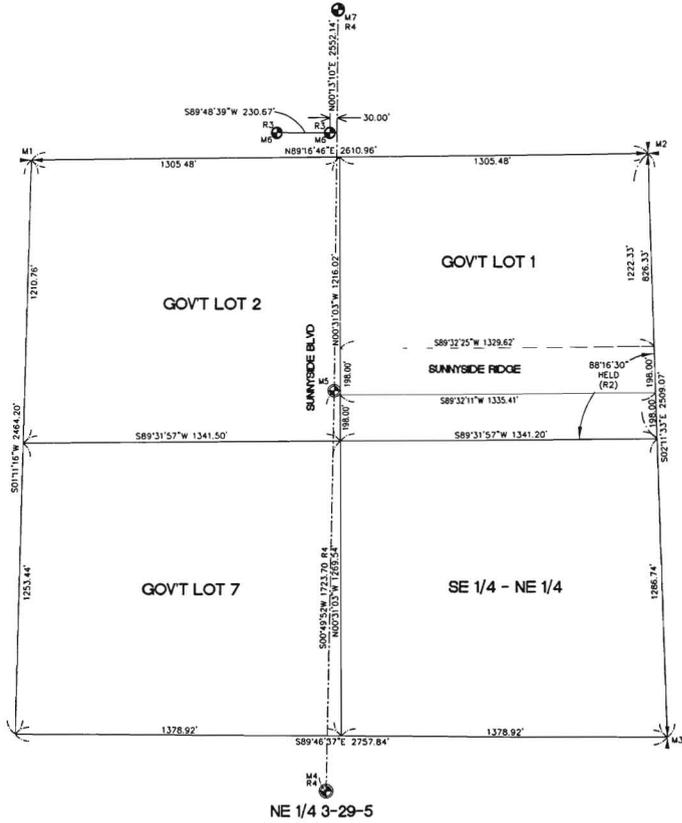
Date:

City Engineer:

Date:

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

SUNNYSIDE RIDGE PFN 05-118663



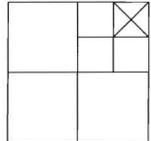
SURVEY REFERENCES

- R1) RECORD OF SURVEY FOR MARYSVILLE SCHOOL DISTRICT AFN 20001225009
- R2) UNRECORDED SURVEY FOR C.G. FRANK BY W.C. BICKFORD, JUNE 1919, FOUND IN THE SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT RECORDS
- R3) PLAT OF WESTVIEW AT SUNNYSIDE AFN 8703135006
- R4) SNOHOMISH COUNTY ROAD SURVEY NO. 630, MARCH 1916, FOUND IN THE SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT RECORDS

MONUMENTS

- M1) FOUND 1 FOOT DIAMETER ROCK WITH "S", ON SOUTH SIDE OF WOOD FENCE AND 1.5' FEET WEST OF 2 BOARD FENCE HEADING NORTHERLY. (1/1997)
- M2) FOUND 5"x5" CONC. MON. WITH WOOD, 18.8 FEET SOUTHWESTERLY OF THE FOG LINE IN CURVE OF ROAD AND 2 FEET WEST OF WEST EDGE OF GRAVEL DRIVE HEADING SOUTHERLY. (1/1997)
- M3) FOUND OLD SANDSTONE MONUMENT WITH "T", 0.6 FEET NORTH OF 3" DIAMETER STEEL FENCE CORNER POST AND 0.27 FEET EAST OF 1" I.D. PIPE. (11/1997)
- M4) FOUND 2" I.D. PIPE WITH CONCRETE PLUG AND BRASS NAIL; DOWN 0.50 FEET IN CASE (3/1994)(R4)
- M5) FOUND 2" I.D. PIPE WITH CONCRETE PLUG; DOWN 0.40 FEET IN CASE (3/1994)(R4)
NOTE: THIS MONUMENT WAS DESTROYED DURING CONSTRUCTION AND HAS BEEN REPLACED WITH A 4"x4" CONCRETE MONUMENT WITH BRASS CAP AND PUNCH; LABELED "T362"; IN CASE (7/2007)
- M6) FOUND 4"x4" CONCRETE MONUMENT WITH 2-1/2" BRASS CAP AND PUNCH; DOWN 0.2 FEET IN CASE (9/2006)(R3)
- M7) FOUND 4"x4" CONCRETE MONUMENT WITH 1-3/4" BRASS CAP AND PUNCH; DOWN 0.30 FEET IN CASE. THIS IS THE SOUTHERLY OF TWO CASES AT SUNNYSIDE BLVD AND 52ND ST NE. (11/2006)(R4)

GOVT LOT 1, NE 1/4 3-29-5 INDEX



**PLAT OF
SUNNYSIDE RIDGE**

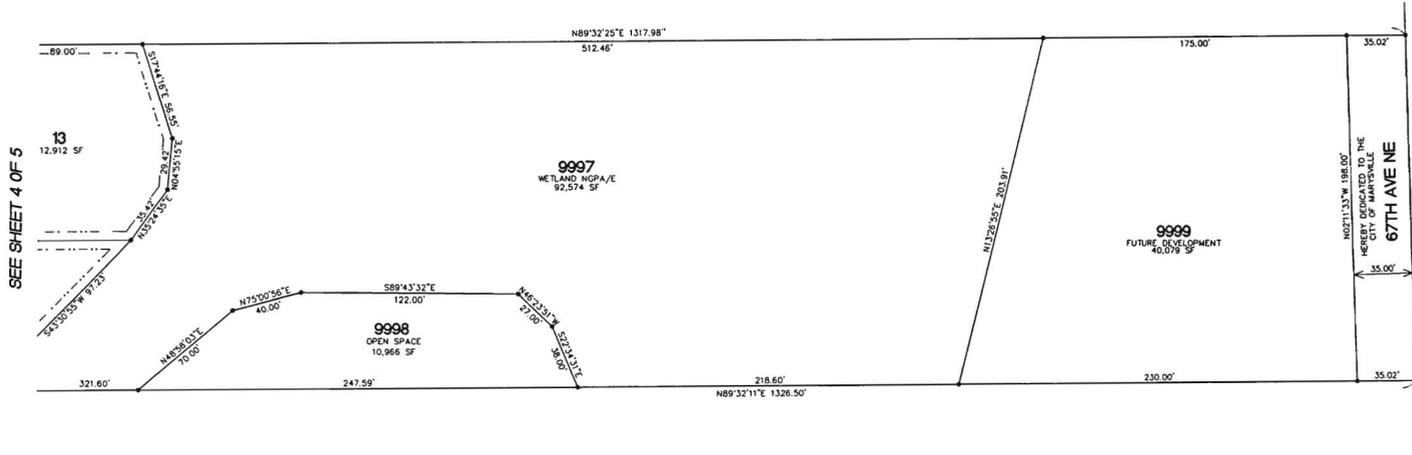
SNOHOMISH COUNTY FILE NO. PFN 05-118663
A PORTION OF GOVT LOT 1, NE 1/4
SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF MARYSVILLE

ANDES LAND SURVEYING, PS

1523 TENTH ST, MARYSVILLE, WASHINGTON 98270
360-659-6639 / FAX: 360-659-7718

DRAWN: JR	JOB DATA: 2905-03-13
CHECKED: JRA	200708 [HARV0708]
DATE: 07-14-07	FB: FILE

AFN _____



BASIS OF BEARING

REFERENCE RI:
LEGEND

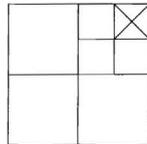
- SET 1/2" x 24" REBAR AND YELLOW PLASTIC CAP LABELED "ANDES 17362", REBAR SET 08/2007
- ⊕ SET STANDARD SNOHOMISH COUNTY MON IN CASE, MON SET 08/2007
- ⊙ FOUND MONUMENT AS NOTED.
- R = RADIAL BEARING

NOTES

1. THE METHOD OF SURVEY WAS FIELD TRAVERSE WITH A GEODEMETER 610, ROBOTIC TOTAL STATION
2. THE LINEAR AND ANGULAR CLOSURE OF THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET FORTH IN W.A.C. 332-130-090.



GOVT LOT 1, NE 1/4 3-29-5
INDEX



AFN _____

**PLAT OF
SUNNYSIDE RIDGE**

SNOHOMISH COUNTY FILE NO. PFN 05-118663
A PORTION OF GOV'T LOT 1, NE 1/4
SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF MARYSVILLE

ANDES LAND SURVEYING, PS

1523 TENTH ST, MARYSVILLE, WASHINGTON 98270
360-659-6639 / FAX: 360-659-7718

DRAWN: JR	JOB DATA: 2905-03.13
CHECKED: JRA	200708 [HARV0708]
DATE: 07-14-07	FB: FILE

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

City Council Meeting Date: **April 14, 2008**

AGENDA ITEM: Project Acceptance: Sunnyside 3MG Reservoir	AGENDA SECTION: New Business
PREPARED BY: Patrick Gruenhagen, Project Manager	AGENDA NUMBER:
ATTACHMENTS:	APPROVED BY:
	MAYOR CAO
BUDGET CODE: 40100034.560000, W-0304	AMOUNT: N/A

The City Council awarded the Sunnyside 3MG Reservoir Project to T. Bailey Inc. on July 24, 2006, and work began on the project approximately two months thereafter. Subsequent to this, the City declared the project Substantially Complete, effective December 18, 2007.

The work performed under this Contract, including final “punch-list” items, has recently been inspected and deemed Physically Complete in accordance with the approved Plans and Specifications. Staff therefore recommends that the City Council accept the project as complete, thereby allowing final closeout to commence.

RECOMMENDED ACTION:

Staff recommends Council acceptance of the Sunnyside 3MG Reservoir Project, marking initiation of the 45-day lien filing period for project closeout.

COUNCIL ACTION:

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING: April 14, 2008

AGENDA ITEM: Project Acceptance: Fixed Network Automated Meter Reading (AMR) System	AGENDA SECTION: New Business	
PREPARED BY: Larry Larson – Public Works Superintendent <i>LL</i>	AGENDA NUMBER:	
ATTACHMENTS: Substantial Completion, Effective March 1, 2007	APPROVED BY: <i>LL</i>	
	MAYOR	CAO
BUDGET CODE: 40220594.563000 #W0607	AMOUNT: N/A	

The City Council awarded the Fixed Network AMR System Project to Hexagram, Inc. on April 10, 2006, and work began on the project approximately one month thereafter. Subsequent to this, the City declared the project Substantially Complete (attached), effective March 1, 2007.

The work performed under this Contract, including final “punch-list” items, has recently been inspected and deemed Physically Complete in accordance with the approved Plans and Specifications. Staff therefore recommends that the City Council accept the project as complete, thereby allowing final closeout to commence.

RECOMMENDED ACTION: Staff recommends Council acceptance of the Fixed Network AMR System Project, marking initiation of the 45-day filing period for project closeout.
COUNCIL ACTION:

Mr. Richard C. Riccardi
Hexagram, Inc.
23905 Mercantile Road
Cleveland, Ohio 44122

SUBJECT: SUBSTANTIAL COMPLETION, AUTOMATED METER READING
SYSTEM
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON
G&O # 05641

Dear Mr. Riccardi:

As defined in Specification Section 01110-1.2, the work performed under this Contract is considered Substantially Complete as of March 1, 2007, per the General Condition Section 3.05.14(1). The warranty period for the work completed under this contract is initiated effective March 1, 2007.

Per the supplemental agreement signed by Hexagram, Inc. and the City of Marysville on June 26, 2006, the basic warranty period for the work covered by the contract is effective for five years from the date of installation, which will be considered March 1, 2007.

Also per the supplemental agreement between Hexagram, Inc. and the City of Marysville dated June 26, 2006, the extend warranty period also begins March 1, 2007.

The remaining work for this project includes the following:

- Installation of an additional DCU at 11th Avenue and 45 Road.
- Submission of a final design report to Gray & Osborne, Inc. showing the basis for the final DCU configuration as well as a scale map showing all DCU locations.

Please provide a schedule for when work on the above will be completed.

Please contact the undersigned at 360-571-3350 if you have any questions.

Very truly yours,

GRAY & OSBORNE, INC.

Ken Alexander, P.E.

Copy to:

Mr. Larry Larson, Public Works Superintendent, Public Works Department, City of Marysville, Washington

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2008

AGENDA ITEM: Professional Services Agreement with RH2 Engineering for Engineering Services on the Sunnyside Wells Improvements	AGENDA SECTION: New Business
PREPARED BY: David Zull, P.E., Project Manager <i>DZ</i>	AGENDA NUMBER:
ATTACHMENTS: Professional Services Agreement	APPROVED BY: <i>PK</i>
	MAYOR CAO
BUDGET CODE: 40220594.563000 W0705	AMOUNT: \$74,016.00

This Professional Services Agreement will provide the City with design services for the Sunnyside Wells Improvements. This project provides for the reconditioning of well #2 and redrilling of well #1. The recommended consultant for this work is RH2 Engineering. After reviewing several Consultants' qualifications, the selection committee determined that RH2 was best-suited for this project.

It is staff's opinion that the negotiated fee of \$74,016.00 is fair and consistent with industry standard for the type of work at hand. Furthermore, RH2 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 RH2 working on this project.

RECOMMENDED ACTION: Staff recommends that the Council authorize the Mayor to sign Professional Services Agreement in the amount of \$74,016.00 with RH2 Engineering.
COUNCIL ACTION:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND RH2 ENGINEERING
FOR ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and RH2 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 during the Condition and Performance Assessment of Sunnyside Well #2 and the replacement of well #1 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 **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 the scope of services or 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 this agreement and shall complete the work by **March 31, 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 damaging 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 \$74,016.00. 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
David L. Zull
80 Columbia Avenue
MARYSVILLE, WA 98270

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

Dan Mahlum, Project Manager
RH2 Engineering, Inc.
12100 NE 195TH Street, Suite 100
Bothell, WA 98011

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 _____, 2008.

CITY OF MARYSVILLE

By _____
Mayor

RH2 ENGINEERING, INC.

By Tom V. Pardi

Approved as to form:

GRANT K. WEED, City Attorney

Exhibit A

City Of Marysville

Sunnyside Wells Rehabilitation and Replacement

Scope of Services

March 2008

PROJECT BACKGROUND AND PURPOSE

The City of Marysville (City) currently owns and operates the Sunnyside Wells. Well No. 1 has an instantaneous water right of 1,000 gallons per minute (gpm) and an annual withdrawal right of 1,344 acre-feet. Well No. 2 has an instantaneous water right of 1,000 gpm and an annual withdrawal right of 1,176 acre-feet. Well No. 1 was decommissioned in March 2007. Well No. 2 has experienced declining performance and now only operates as an emergency source in the event that the Everett-to-Marysville pipeline is offline. The history of maintenance and any rehabilitation of Well No. 2 is not known. When activated, Sunnyside Well No. 2 pumps directly into the 360 Zone and provides supply to the Sunnyside and Cedarcrest Reservoirs. Well No. 2 has been reclassified for secondary use and is chlorinated whenever it is in operation.

The City intends to fully activate and use both Sunnyside Well water rights as a source of emergency supply. In the *Preliminary Evaluation Report (Report)*, Winter 2008, RH2 Engineering, Inc. (RH2) evaluated the condition of the existing Well No. 2 and alternatives for replacing Well No. 1. RH2 recommended detailed assessment of the condition and performance of Well No. 2 to determine potential causes for the limited discharge (less than 700 gpm) from Well No. 2 noted during recent step testing (Task 2 of this Scope of Work).

The work completed for the Report was included in Task 1 of the original authorization. This Scope of Work includes Task 2 (Well No. 2 Condition and Performance Assessment) and Task 3 (Well No. 1 Replacement).

RH2 recommended replacing Well No. 1 on City property within the south half of Government Lot 3, where the hydrogeologic conditions are relatively well-understood, no water right changes are required and paperwork for a replacement well is minimal. RH2 recommended adding Well No. 1 as a supplemental point of withdrawal to the Well No. 2 water right in order to provide additional operation control of Well No. 2 in case of the need to increase the withdrawal rate at Well No. 2 above the 1,000 gpm instantaneous maximum. Task 3 of this Scope of Services, includes evaluating and recommending a preferred replacement well location; supporting the design, construction and testing of the replacement well; and preparing a Project Report to obtain approval from the Washington State Department of Health (DOH) to replace and reactivate the Sunnyside Well No. 1 source for emergency supply.

Below is a description of the tasks necessary to conduct the preliminary evaluation.

Task 2 – Well No. 2 Condition and Performance Assessment

Task 2.1 – Well No. 2 Pump Evaluation

Task 2.2 – Well No. 2 Screen Evaluation and Rehabilitation

Task 2.3 – Recommendations and Support to Restore and Re-equip Well No. 2

Task 3 – Well No. 1 Replacement

Task 3.1 – Feasibility/Siting Study for Replacement Well No. 1R

Task 3.2 – Project Kickoff

Task 3.3 – Preparation of Bid Documents

Task 3.4 – Quality Control of Plans and Specifications

Task 3.5 – Services During Bidding

Task 3.6 – Observe Well Construction

Task 3.7 – Oversee and Confirm Pumping and Water Quality Tests

Task 3.8 – Prepare Documentation and Report

Task 3.9 – Prepare Source Approval Documentation

Future Phases of this project will include the following Tasks.

Task 4 – Replacement Chlorination System Predesign, Design, Bidding and Construction phase services

Task 5 – Well No. 1 Pump Station Predesign, Design, Bidding and Construction phase services.

TASK 2: WELL NO. 2 CONDITION AND PERFORMANCE ASSESSMENT

Objective: Assess the condition and performance of Well No. 2 and determine how best to upgrade, rehabilitate or re-equip the well to supply the full water right.

Approach

- 2.1 *Well Pump Evaluation* – RH2 will coordinate with a contractor retained by the City to review and determine the well pump and motor condition. RH2 will review the reports from the contractor and make a recommendation to the City for rehabilitation, if required. The contractor will remove and inspect the well pump to assess its condition and send the motor to an electrical shop for inspection. It is anticipated that the City's costs for the pump service company to remove and inspect the pump will be between \$8,000 and \$11,000. It is unknown at this time how much the well and motor rehabilitation will cost.
- 2.2 *Well Screen Evaluation and Rehabilitation* – RH2 will hire and manage a video well inspection company for the initial investigation of the well screen, recommend rehabilitation options, and design and oversee the well rehabilitation effort. The City will directly solicit and retain the well

rehabilitation company and follow-up video inspection for an estimated cost of \$15,000-to-\$20,000.

- 2.3 *Recommendations and Support to Restore and Re-equip Well No. 2* – RH2 will summarize the findings and results of the pump and well screen evaluations and recommend the optimum design to re-equip Well No. 2 following well rehabilitation. Recommendations will include pump setting and any additional equipping for water level monitoring (drop tube). RH2 will design and oversee the construction of the well re-equipping. The City will solicit and retain the contractor to reinstall the pump and the other equipment. The costs for this are unknown at this time due to their dependence on the condition of the existing equipment and well. RH2 will direct and evaluate a long-term continuous (24-to-72 hour) test of the re-equipped well to assess aquifer characteristics to support Well No. 1 replacement.

Task 2 Deliverables:

RH2 – Technical memo describing results of video inspection and well rehabilitation; letter report recommending re-equipping Well No. 2; technical memo describing re-equipped Well No. 2 long-term testing results. Initial video inspection.

City – Solicit bids and retain a contractor to remove the well pump and inspect the pump and motor. Payment for pump and motor rehabilitation. Solicit bids and retain contractor to rehabilitate the well. Solicit bids and retain a contractor to reinstall the well pump and motor as well as the other items determined in the tasks above. Provide assistance with the handling of water during the 24-to 72-hour pump test. Final video inspection.

TASK 3: WELL NO. 1 REPLACEMENT

Objective: Evaluate and recommend one of two alternate locations for the replacement well; provide design and construction oversight and testing of the replacement well; coordinate DOH and local health approval for the well.

Approach

- 3.1 *Feasibility/Siting Study for Replacement Well No. 1R* – Evaluate the feasibility of constructing a replacement well either in the northwest or southeast corner of the south half of Lot 3 at a depth of approximately 300-to-350 feet, preferably with a 12-to-16 inch diameter well screen that fully penetrates the source aquifer. Develop a list of needed information to collect from the City. Obtain a copy of available surveys, title reports, easements and all other available information that are pertinent and review obtained information. The feasibility report will describe permitting requirements: estimate costs to construct, test and connect the well to the existing distribution system; and compare operational advantages/disadvantages for both potential well locations.
- 3.2 *Project Kickoff* – Meet with City personnel to discuss and document City goals, project requirements and project constraints.

- 3.3 *Preparation of Bid Documents* – Prepare the legal (City provided documents) and technical specifications for the bidding and construction of the proposed well. The technical specifications will include the following.
- A summary of site hydrogeology, expected drilling conditions and preliminary production well design for use by drilling contractors to prepare their bid.
 - Well drilling specifications, plans, general conditions and bid schedule. The well drilling specifications will be based on the requirements presented in “Minimum Standards for Construction and Maintenance of Wells” (WAC 173-160). These specifications and bid documents will be used to form an agreement between the City and the drilling contractor.
 - An aquifer/well testing plan for the production well. We assume a 4-to-8 hour step test and a 24-to-72 hour continuous test.
 - Requirements for drilling cuttings and development/testing water management.
- 3.4 *Quality Control of Plans and Specifications* – Submit two half-size sets of 90 percent complete design plans and bid books for the City’s review. It is anticipated that the City will send one set back to RH2 Engineering with redlined markups of desired revisions. RH2 will also review the 90 percent plans in-house using senior designers. Final documents will be prepared based on these reviews.
- 3.5 *Services During Bidding* – Assist the City with the advertisement, bidding, award and contract execution. Prepare ten sets of bid documents for distribution by the City; prepare two sets of review documents for use by RH2 and the City during bidding. Prepare an advertisement and submit it to the Daily Journal of Commerce and the City’s legal newspaper for advertising. It is assumed that the City will pay advertisement fees directly. Respond to questions from bidders. Compile bid results, check references for lowest bidder and prepare letter of recommendation of award to the City. It is assumed that the City will handle bid award and contract execution.
- 3.6 *Observe Well Construction* – RH2 will assist the City with the administration and enforcement of the contract documents during the construction phase. RH2’s services will include on-call technical assistance and oversight of production well drilling and testing. RH2 will provide a licensed hydrogeologist experienced with production well construction, design and operation to observe and document the critical activities during the project. The specific elements of our work are detailed below:

Construction Observation – Provide a part-time, on-site licensed hydrogeologist to observe critical drilling, sampling, construction and development activities. Document the progress and quality of construction and, based on observation of construction, confirm that the project is being completed in general conformance with the contract documents. If necessary, RH2 will notify the Contractor and City and discuss rectification of any work that has not been completed in accordance with the plans and specifications.

The level of involvement by RH2 will vary during construction and may be adjusted based on project performance and schedule. RH2 will assist the City in reviewing pay requests from the Contractor, including ascertaining quantities and percent completion of the work as stated by the Contractor, and prepare progress reports, including contract time

remaining statements. RH2 will consult with the City on construction costs and scheduling. The City will process requests for payment.

Confirmation of Production Well Construction and Development – Document and review the Contractor plumbness and alignment test when the drilling depth attains approximately 150 feet and at the completion depth. Review the final video inspection after well development is completed. Conduct final inspection in conjunction with City staff. Make final check for satisfactory completion of all punchlist items and all specified construction by the Contractor. Confirm that the project has been completed in general conformance with the contract documents. Recommend final payment and acceptance. It is anticipated that the Contractor will complete all punchlist items prior to the final inspection, including a well log for submittal to the Department of Ecology (Ecology).

Hydrogeologic Analysis – Identify and submit five-to-ten lithologic samples from the borehole for grain size analysis by a geotechnical laboratory retained by RH2. Design the well screen based on field conditions and grain size testing, and submit the design to the City and Contractor for approval. Field-check well material specifications before well assembly.

- 3.7 *Oversee and Confirm Pumping and Water Quality Tests* – Provide a licensed hydrogeologist experienced with production well construction, design and operation to direct the aquifer/well testing task and professional staff to inspect and document all testing activities during this task. RH2 will direct the aquifer/well testing and confirm pump test equipment installation; provide a staff scientist to inspect step testing and initial and final monitoring of continuous rate and recovery testing; install/download/remove electronic transducers and dataloggers in the new production well and Well No. 2, and coordinate with the City to collect water quality samples at the end of the continuous test for laboratory analysis by the City's laboratory. It is assumed that the City will pay for the laboratory services.
- 3.8 *Prepare Documentation and Report* – Provide the City with a summary of findings of the production well drilling project and recommendations for proceeding with a production well. Document the project activities and findings and provide a preliminary production well design, including pump setting, short-term and long-term well yield, treatment requirements, and recommended well operation and maintenance schedule. Provide the City with three copies of a draft report and, after City review and comment, three bound copies of the final report.
- 3.9 *Prepare Source Approval Documentation* – Prepare and submit source approval documentation per DOH requirements. If necessary, respond to one round of comments from the DOH.

Task 3 Deliverables:

RH2 – Completed plans and specifications; Engineer's estimate of anticipated construction cost; City review of 90 percent completion design plans and in-house review; 12 sets of bid documents and a letter of recommendation of award; submittal review and response; RFI review and response; construction observation reports; pay request review; geotechnical and analytical laboratory reports;

City of Marysville
Sunnyside Well Scope of Work

Exhibit A
Scope of Services

aquifer/well testing records; recommendation of project acceptance; well log for submittal to Ecology; draft and final well completion and testing reports; source approval documentation submittal.

City – Markups to 90 percent documents; bidding of the well drilling contract; award and execution of contract; collection and payment for laboratory water quality samples; and payment to agencies for reviews and approvals required for the completion of the new well.

EXHIBIT B
City of Marysville
Sunnyside Wells Rehabilitation and Replacement
Estimate of Time and Expense

Description	Principal	Project Hydrogeologist	Project Manager	Staff Engineer	Staff Engineer	Staff Geologist	Word Processor	Total Hours	Total Labor	Subconst. Cost	Total Expense	Total Cost
Classification	Principal VIII	Professional VI	Professional V	Professional III	Professional II	Professional II	Administrative II					
Sunnyside Wells Rehabilitation and Replacement												
Task 2	Well No.2 Condition and Re-Equipping Assessment											
2.1		-	2	-	8		-	10	\$ 1,276	\$ -	\$ 229	\$ 1,505
2.2		12	2	-	12		2	28	\$ 3,782	\$ 1,725	\$ 375	\$ 5,882
2.3		10	8	8	8	8	5	49	\$ 6,468	\$ -	\$ 443	\$ 6,911
	Subtotal	2	22	12	8	28	8	87	\$ 11,526	\$ 1,725	\$ 1,047	\$ 14,298
Task 3	Well No.1 Replacement											
3.1		8	4	4	4		4	24	\$ 3,120		\$ 525	\$ 3,645
3.2		4	4					8	\$ 1,232		\$ 225	\$ 1,457
3.3		12	12		60		12	96	\$ 11,748		\$ 1,168	\$ 12,916
3.4		4	4		8		4	22	\$ 2,806		\$ 446	\$ 3,252
3.5		8	8		16		8	40	\$ 4,904		\$ 1,242	\$ 6,146
3.6		24	12			40	4	80	\$ 10,716	\$ 1,150	\$ 619	\$ 12,485
3.7		6	4		-	20	4	34	\$ 4,232		\$ 357	\$ 4,589
3.8		1	8	4		16	8	53	\$ 6,433	\$ -	\$ 644	\$ 7,077
3.9		1	8	4		20	8	61	\$ 7,409	\$ -	\$ 743	\$ 8,152
	Subtotal	4	82	56	4	124	96	418	\$ 52,600	\$ 1,150	\$ 5,969	\$ 59,719
TOTAL												
		6	104	68	12	152	104	59	\$ 64,126	\$ 2,875	\$ 7,016	\$ 74,016

ORIGINAL PAGE NO 15 OF 17 PAGES

EXHIBIT C
RH2 Engineering
SCHEDULE OF RATES AND CHARGES

2008 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Principal	IX	\$177.00	Technician	IV	\$114.00
Principal	VIII	\$177.00	Technician	III	\$106.00
Principal	VII	\$170.00	Technician	II	\$78.00
			Technician	I	\$73.00
Professional	VI	\$158.00			
Professional	V	\$150.00	Administrative	V	\$105.00
Professional	IV	\$141.00	Administrative	IV	\$88.00
			Administrative	III	\$74.00
Professional	III	\$131.00	Administrative	II	\$61.00
Professional	II	\$122.00	Administrative	I	\$51.00
Professional	I	\$112.00			

IN-HOUSE SERVICES

In-house copies (each)	8 1/2" X 11"	\$0.07	CAD Plots	Large	\$10.00
In-house copies (each)	8 1/2" X 14"	\$0.08	CAD Plots	Full Size	\$5.00
In-house copies (each)	11" X 17"	\$0.14	CAD Plots	Half Size	\$2.00
In-house copies (color) (each)	8 1/2" X 11"	\$0.85	GIS System	Per Hour	\$10.00
In-house copies (color) (each)	8 1/2" X 14"	\$1.50	GIS Plots	Per Plot	\$5.00
In-house copies (color) (each)	11 X 17"	\$1.70	In-house Computer	Per Hour	\$9.00
FAX	Per Sheet	\$1.00	Mileage	Per Mile	\$0.505
In-house CAD System	Per Hour	\$25.00	Digital Camera	Per Day	\$10.00
			Digital Camera	Per Week	\$30.00
			Digital Camera	Per Month	\$90.00

*Note: At project completion all digital photos can be supplied to the client on CD, upon request.

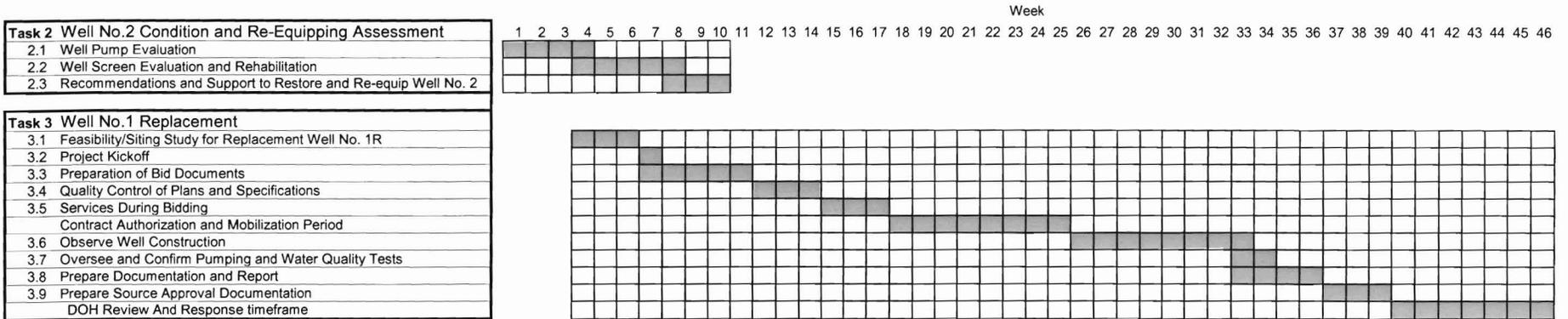
PURCHASED SERVICES

All purchased printing, copying, miscellaneous and subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current, most recent schedule of hourly rates are used for billing purposes. Payment for work accomplished shall be on the basis of hourly rates in effect at the time of billing plus direct expenses and outside services as stated in this Exhibit.

Exhibit D Schedule



ORIGINAL PAGE NO. 17 OF 17 PAGES

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2008

AGENDA ITEM: Supplemental Agreement No. 2 with HDR Engineering, Inc.	AGENDA SECTION: New Business
PREPARED BY: David Zull, P.E., Project Manager <i>DZ</i>	AGENDA NUMBER:
ATTACHMENTS: Supplemental Agreement No. 2	APPROVED BY: <i>DZ</i>
	MAYOR CAO
BUDGET CODE: 40143410.541000, W0704	AMOUNT: \$20,830.00

This Supplemental Agreement No. 2 provides for the modification of the Scope of Work to include extra services involving upgrading the City's existing water distribution system model using the City's GIS database. Doing this will make our model more accurate and much easier to update in the future.

The amount payable to the Consultant is summarized as follows:

Original Agreement	\$250,000.00
Supplemental Agreement No. 1	\$ 69,351.00
Supplemental Agreement No. 2	<u>\$ 20,830.00</u>
Grand Total	\$340,181.00

<p>RECOMMENDED ACTION: Staff recommends that the Council authorize the Mayor to sign Supplemental Agreement No. 2 in the amount of \$20,830.00 with HDR Engineering, Inc.</p>
<p>COUNCIL ACTION:</p>

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

This Supplemental Agreement No. 2 is made and entered into on the ____ day of _____, _____, between the City of Marysville, hereinafter called the "City" and HDR Engineering, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement to update the City's Water Comprehensive Plan, hereinafter called the "Project," said Agreement being dated May 15, 2007; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide a WaterGEMS Model for Marysville and to amend the total amount payable for this Agreement,

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:

Each and every provision of the Original Agreement for Professional Services dated May 15, 2007, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A2, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

PROFESSIONAL SERVICES AGREEMENT - 1
Supplement

/wpf/forms/municipal/MV0038.B

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the third sentence is amended to include the additional Consultant fee of \$20,830.00 and shall read as follows: "...shall total payment under this agreement exceed **\$340,181.00.**"

The Total Amount payable to the Consultant is summarized as follows:

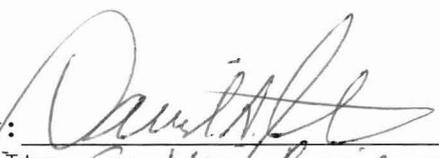
Original Agreement	\$250,000.00
Supplemental Agreement No.1	\$ 69,351.00
Supplemental Agreement No. 2	<u>\$ 20,830.00</u>
Grand Total	\$340,181.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By: _____
Mayor

By: 
Its Sr. Vice President

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

PROFESSIONAL SERVICES AGREEMENT - 2
Supplement

/wpf/forms/municipal/MV0038.B

EXHIBIT A2

**City of Marysville
Water Comprehensive Plan**

**Amendment 2 to
Scope of Services**

March 11, 2008



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

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16.0 Task 16 – Development of InfoWater Model for Marysville North and South Systems

16.1 Objective

This scope of services is prepared to assist the City of Marysville update their existing water system hydraulic model. The City's most current pipe network geodatabase information will be manipulated and imported into MWHSoft's InfoWater (Version 5.0) software. Model nodes will be developed in GIS and elevations will be assigned to each model node using the City's contour information. Hydraulic parameters for pertinent water facilities will be added to the pipe network and model nodes. An updated, uncalibrated model will be developed for the City of Marysville North and South systems.

16.2 HDR Services

16.2.1 Task Management

Project Initiation and Kick-off Meeting

- Obtain and review available geodatabase of the water distribution system network.
- Hold a two-hour project kick-off meeting to discuss scope, schedule, and project analysis details.

Project Progress Meetings

- Hold internal weekly meetings (by phone) to review progress and coordinate resolution to technical issues.
- Prepare and distribute meeting minutes (by email) to document decisions and outstanding issues.

Invoicing and Resource Management

- Management of budget and staff workload.
- Contribute to monthly progress reports prepared for Comprehensive Water Plan (CWP) project.

Quality Assurance and Quality Control Reviews

- Perform internal quality assurance reviews at 0, 50 and 100 percent project completion milestones to assess overall project implementation.
- Perform technical reviews of all work products and deliverables.

16.2.2 Prepare Geodatabase

- Obtain and review most current geodatabase of the water distribution system network that the City has cleaned up.
- Manipulate existing pipe network geodatabase such that pipe segments are broken only according to the following criteria:
 - pipe diameter change,
 - pipe material change,
 - at tees,

- hydrant service lines, and
- major elevation change (greater than 10 feet).
- Combine or merge pipes that do not meet any of the criteria for pipe breaks listed above.
- Develop a point shapefile for model nodes (nodes to be located at all pipe breaks and at pipe ends) using 'nodepoint' command in ArcInfo.
- Populate nodes with elevation data from contour information (LIDAR information) provided by City using the 'latticespot' command in ArcInfo.
- HDR to perform QA/QC and review the pipe network data for completeness.
- Provide the draft, revised pipe network geodatabase and model node shapefile to Marysville staff for review.
- Upon receipt of comments from City, conduct Webcast with client to discuss comments and address discrepancies.
- Incorporate comments from City and submit final revised pipe network geodatabase.
- Provide final pipe and node geodatabase to City. City will import into SQL Server and generate new pipe and node IDs using their existing naming convention.

16.2.3 Develop North and South System Models

- Import final revised pipe network geodatabase and model node shapefile (with new IDs) developed as part of Task 16.2.2 into InfoWater Version 5.0.
- Develop two separate models that represent Marysville's North and South system.
- Using the existing model as a reference, add the hydraulic parameters for the following facilities to the North and South models:
 - Reservoirs or other source(s) of supply
 - Tanks
 - Pump Stations
 - PRVs and other control valves
 - Normally closed pipes
 - Pressure zone identification (for nodes and pipes)
- Create point shapefile of geocoded billing data information, which will include the 2007 average daily demands.
- HDR to Perform QA/QC and review the model for completeness.
- Provide draft North System and South System models to Marysville staff for review.
- Upon receipt of comments from City, conduct Webcast with Marysville to discuss comments and address discrepancies.
- Incorporate comments from City and submit final uncalibrated North System and South System models.

16.3 City Responsibilities

- Allow WCP Project Manager and GIS Manager to attend project kickoff meeting.
- Allow relevant staff to participate in conference calls and webcasts as requested.
- Review updates in monthly progress reports for Task 16 and respond to requests for information.
- Provide cleaned up version of pipe geodatabase, which includes diameter information for all pipes.
- Review draft revised pipe network geodatabase and provide written comments.
- City staff will import final database with merged pipes into SQL Server, which will assign new pipe and node IDs (based on Marysville's existing naming convention).
- Review draft North System and South System models and provide written comments.
- Provide HDR with most current water system/utility geodatabase, which will include pipe network, hydrants, hydrant service lines, PRVs and other water system valves, pump stations, reservoirs, wells and other source of supply information, tanks and other relevant water system information.

16.4 Assumptions

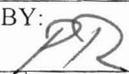
- Team coordination and progress update meeting will occur via telephone.
- HDR staff to visit Marysville offices to facilitate webcasts during geodatabase and model reviews.
- Models will be developed using MWHSoft's InfoWater Version 5.0 software. Marysville will be purchasing InfoWater software with an unlimited pipe license.
- City will provide most current GIS information available. Models will be developed using this data and used to conduct system analysis and develop CIP for the Water Comprehensive Plan. The models will be developed once and not updated under the existing WCP contract.
- The pipe network information provided by the City for this task is assumed to be accurate. HDR will not be updating pipe diameter, length, material or installation year as part of this task.

16.5 Deliverables

- Input to progress reports, including updating schedule.
- Updated pipe network geodatabase and model node shapefile.
- Uncalibrated, InfoWater Version 5.0 model for Marysville North System that includes water system elements including pipes, model nodes, reservoir (or other source of supply), tanks, pump stations, PRVs, pressure zone designation (for nodes and pipes), other critical valves, and normally closed pipes.
- Uncalibrated, InfoWater Version 5.0 model for Marysville South System that includes water system elements including pipes, model nodes, reservoir (or other source of supply), tanks, pump stations, PRVs, pressure zone designation (for nodes and pipes), other critical valves, and normally closed pipes.

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING: April 14, 2008

AGENDA ITEM: Fixed Network Automated Meter Reading (AMR) System Change Order No. 1	AGENDA SECTION: New Business
PREPARED BY: Larry Larson – Public Works Superintendent 	AGENDA NUMBER:
ATTACHMENTS: Contract Change Order No. 1	APPROVED BY: 
	MAYOR CAO
BUDGET CODE: 40220594.563000 #W0607	AMOUNT: \$33,797.75

Item 1: The contract with Hexagram, Inc. was to provide and install 26 data collection units (DCUs) throughout our service area. 50 test meters with meter transmitter units (MTUs) were placed throughout our service area to test for coverage. Since the initial test phase, the City has installed approximately 3,000 MTU units. The additional units identified an isolated area where we were not getting consistent reads.

An additional data collection unit (DCU) was provided and installed to insure consistent reads and complete coverage throughout our service area. The cost for the additional DCU is \$4,750 plus tax.

Item2: The 2008 budget included funding for the continuation of the fixed network AMR system. In 2007, approximately 3,000 units were installed and the goal for 2008 is an additional 8,000 units. Public Works is in the process of bidding this year's work.

Our year end water meter inventory was approximately 300 meters, however all connecting MTU units had been installed. Hexagram Inc. offered the contract unit price of \$88.00 for the single-port MTUs.

The 300 MTUs will allow crews to continue the AMR installs until 2008 contract is executed. The cost of 300 MTUs is \$26,400 plus sales tax. Total cost of Change Order No. 1 including tax is \$33,797.75.

RECOMMENDED ACTION:

Staff recommends Council approval of Change Order No. 1.

COUNCIL ACTION:

**CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT**

CONTRACT CHANGE ORDER

No. 1

Date: March 19, 2008
 Project: Fixed Network Automated Meter Reading (AMR) System
 Owner: City of Marysville
 Contractor: Hexagram, Inc.
 Surety:

YOU ARE HEREBY INSTRUCTED TO:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Make changes in plans and specifications as noted below | <input type="checkbox"/> Execute work as noted below |
| <input checked="" type="checkbox"/> Perform extra work as noted below | <input type="checkbox"/> Delete work as noted below |
| <input type="checkbox"/> | <input type="checkbox"/> Restore areas as noted below |

DESCRIPTION AND/OR SKETCH	QTY	UNIT	UNIT PRICE	TOTAL
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You are ordered to perform the following described work upon receipt of an approved copy of the change order:

1. Install additional data collection unit.	1	Each	\$4,750.00	\$ 4,750.00
2. Procurement of additional meter transmitter units (single port).	300	Each	\$ 88.00	\$26,400.00
		Sub Total		\$31,150.00
			8.5% Sales Tax	<u>2,647.75</u>
		Total		<u>\$33,797.75</u>

Approved by Council: _____
 (Date)

Presented to Council: _____
 (Date)

All work, materials, and measurement to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT \$438,060.00	CONTRACT TOTAL AFTER CHANGE \$469,210.00	PERCENT CHANGE THIS ORDER 7.1%	TOTAL PERCENT CHANGE 7.1%
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CONTRACT COMPLETION TIME:

- No Change (increase/decrease) calendar days _____

Approvals:

RECOMMENDED FOR APPROVAL BY: Harry Larson (Engineer) DATE: 3/24/08

APPROVAL BY: Paul R. [Signature] (Public Works Director) DATE: 3/24/08

APPROVAL BY: _____ (Finance Director) DATE: _____

ENDORSED BY: _____ (Contractor's Signature) DATE: _____

SURETY APPROVAL: _____ (If required) (Authorized Signature) DATE: _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2008

AGENDA ITEM: Resolution Accepting Contribution from Snohomish County Board of Realtors for Outdoor Cinema Series Equipment	AGENDA SECTION:	
PREPARED BY: Jim Ballew – Director of Parks and Recreation	AGENDA NUMBER:	
ATTACHMENTS: Resolution	APPROVED BY: J. Ballew	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Snohomish County Board of Realtors has made a contribution to the city for the purpose of purchasing equipment to present a seasonal outdoor cinema series. The series will be offered in various local neighborhood and community parks at no cost to residents and visitors. This program is highlighted under the Healthy Communities recommendations to assist in improved utilization of our park system while offering a free or low cost community program.

The equipment to be purchased includes an inflatable outdoor screen, projector, DVD player and audio mixer system.

The Parks and Recreation Department is grateful for the partnership with the Snohomish County Board of Realtors to provide this new program.

RECOMMENDED ACTION: Staff recommends the City Council authorize the mayor to sign the attached Resolution accepting the gift of funds from the Snohomish County Board of Realtors for the purpose of acquiring equipment to operate the Outdoor Cinema Series.
COUNCIL ACTION:

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

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

WHEREAS, the Snohomish County Board of Realtors have made a significant contribution towards the purchase of new park equipment for the City of Marysville as the recipient of a gift; and

WHEREAS, said contribution was provided by the donors for the purpose of providing an Outdoor Cinema Series for the benefit of residents and visitors to Marysville. The Outdoor Cinema Series is to be presented by the city on a rotating schedule of showing in local community and neighborhood parks during the spring and summer months; and

WHEREAS, The Marysville City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donors intent; and

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

The City of Marysville hereby accepts the gift from the Snohomish County Board of Realtors subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of April, 2008

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

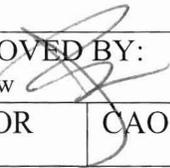
Approved as to form:

By _____
GRANT K. WEED, City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM: Wide Area Mower John Deere Lease Purchase Agreement	AGENDA SECTION:
PREPARED BY: Jim Ballew – Director of Parks and Recreation	AGENDA NUMBER:
ATTACHMENTS: Lease Agreement Early Pay Out Memorandum Payment Schedule	APPROVED BY: J. Ballew 
	MAYOR CAO
BUDGET CODE: 00105380.548000.0810	AMOUNT: \$12,437.12 annual cost

The City Council authorized the Lease Purchase of a Wide Area Mower for the City’s Parks and Recreation Department within the 2008 Budget.

The specified equipment is available on the Governmental and National Sales Contract through John Deere Company. The local dealer of the equipment is Barnet Implement Company of Snohomish, WA

John Deere offers a Municipal Lease Purchase program that recognizes the governmental discount throughout the term of the Lease which is presented in a four year schedule. The total purchase price of the equipment through the municipal lease program is \$49,748. Annual payments are \$12,437.00 which includes WSST and interest. At the conclusion of the Lease Payment schedule in April 2011, the equipment will be owned by the City upon payment of \$1.00.

John Deere offers no incentives regarding early pay off of the Lease.

The City Attorney’s Office and Finance Director have reviewed the Lease Purchase Agreement.

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to sign the attached Master Lease Purchase Agreement with the John Deere Company for the Lease-Purchase of a **John Deere Wide Area Mower Model # 1600 Series II** over a four-year Lease Purchase term which begins in April 2008 and will terminate in April 2011. Annual payment will be \$12,437.00 which includes taxes and fees with final payment as scheduled in April 2011 with a \$1.00 Purchase Option.

COUNCIL ACTION:



USA/Canada Home

Commercial

Worldwide Sites

Our Company
Contact Us
Site Search

Commercial Home

Products & Equipment

Services & Support

Parts

Finance Solutions

Where to Buy

Special Offers

Subscriptions & Promotions

Info & Events

New Equipment > Front Mowers > **Wide-area Mowers**

New Equipment

Wide-area Mowers

Front Mowers

• **Wide-area Mowers**

- Productive
- Reliable
- Flexible
- Easy to Run
- 1600 Turbo

7-Iron II™ Deck:
Commercial Mowing

Mulch-On-Demand™
Deck: Commercial
Mowing

Product Selection Tools

Build Your Own

Used Equipment

View Commercial

Mowing Video

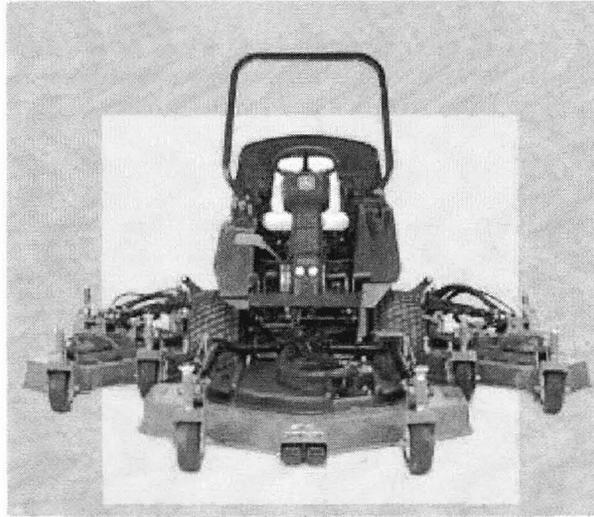
Testimonials

Product Search

Equipment Quickfind

Product Safety

Other Products



Intended for customers with large areas to mow and hills to climb, the 1600 Turbo Wide-Area Mower features a 57-hp, turbocharged, overhead-valve, 4-cylinder, liquid-cooled Yanmar diesel engine with on-demand or full-time mechanical rear wheel drive. Mow up to 68 acres in an 8-hour day with a nearly 11-foot cutting width.



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Agreement No.	
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Lessee:	CUSTOMER NAME ADDRESS, CITY, STATE ZIP
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. Taxes. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Security Interest; Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Schedules, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance; and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1)

laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the pro rata portion of the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the pro rata portion of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

8. Return of Equipment. If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Maintenance Addendum incorporated into the Lease.

9. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. Remedies. If a default occurs, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

6. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

7. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

8. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

9. Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Documentation Fees. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

10. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	CUSTOMER NAME
	ADDRESS CITY, STATE ZIP
By: 	_____
	SIGNER NAME/TITLE
Date: 	_____
	Fed. Tax ID # _____

LESSOR	DEERE CREDIT, INC.
	6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Title: _____	Date: _____



JOHN DEERE CREDIT

Lease Schedule

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	CUSTOMER NAME ADDRESS, CITY, STATE ZIP
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION						
Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price

Equipment Location	ADDRESS, CITY, STATE ZIP	OUTSIDE city limits: <input checked="" type="checkbox"/>	COUNTY
---------------------------	--------------------------	--	--------

LEASE TERM						
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	Sales/Use Tax	Total Lease Payment	Purchase Option
			\$0.00	\$0.00	\$0.00	\$1.00

PAYMENT TERMS			PAYMENT DUE AT SIGNING	
Due Date	1 st Payment Due Date	Billing Period	Advance Lease Payment	**\$0.00
		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual	**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Maintenance Addendum are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to

you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	CUSTOMER NAME ADDRESS CITY, STATE ZIP	LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
	By: <input type="text"/> SIGNER NAME/TITLE		By: <input type="text"/>
Date: <input type="text"/>	Fed. Tax ID # <input type="text"/>	Title: <input type="text"/>	Date: <input type="text"/>



Barnett Implement
3305 bickford ave
Snohomish, WA 98290
425 334-4048

Salesperson: **Jerry Pitman**
 Phone: **425 328-6506**
 Date: **Wednesday, February 27, 2008 11:54:26 AM**

Quote For: **City of Marysville**
Parks
Marysville, WA 98270

Equipment Description:
1600 Turbo Wide Area Mower

Lease Quote Payment Schedule

Payment Type	Payment Date	Payment Amount
Payment:	03/27/2008	\$ 12,437.00
Payment:	03/27/2009	\$ 12,437.00
Payment:	03/27/2010	\$ 12,437.00
Payment:	03/27/2011	\$ 12,437.00
Purchase Option:	03/27/2012	\$ 0.00
Total:	03/27/2012	\$ 49,748.00

This quote is valid until the Contract Date shown above.

Thank you for using John Deere Credit.



JOHN DEERE
CREDIT



JOHN DEERE
CREDIT

Physical Damage/Liability Insurance

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: <small>(Name & Address)</small>	CUSTOMER NAME ADDRESS, CITY, STATE ZIP
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

***If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
22408 Network Place
Chicago, IL 60673-1224

I agree and understand that, pursuant to the provisions of Section 6 of the Master Lease Agreement, I must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 8 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CUSTOMER NAME ADDRESS CITY, STATE ZIP
	By: <input type="checkbox"/> _____ SIGNER NAME/TITLE
	Date: <input type="checkbox"/> _____ Fed. Tax ID/Soc. Sec. #

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2008

AGENDA ITEM: Approval of the salary range and job description for the Geographic Information Systems (GIS) Analyst	AGENDA SECTION:	
PREPARED BY: Kristie Guy	AGENDA NUMBER:	
ATTACHMENTS: Classification and Compensation Analysis GIS Analyst Job Description	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The City’s need for GIS capabilities is increasing, and the City is modifying the classification series to attract employees who can provide the necessary skill sets. To adequately meet the demands of the department, the Community Development Director proposes reclassifying the GIS Technician position to GIS Analyst.

Consultant Gwendolyn Campbell was contracted to do a classification and compensation analysis on the GIS Analyst. Based on the findings, the proposed job description details the responsibilities assigned to the position and the required knowledge, skills, and abilities. Additionally, placement of the position on the non-represented classification grid at range “N-9” preserves internal equity among the city’s positions.

RECOMMENDED ACTION: The Executive Department recommends that Council adopt the salary range and job descriptions for the GIS Analyst (N-9).
COUNCIL ACTION:

REPORT TO CITY OF MARYSVILLE

**CLASSIFICATION AND COMPENSATION ANALYSIS OF
GEOGRAPHIC INFORMATION SYSTEMS ANALYST POSITION**

**PREPARED BY GWENDOLYN CAMPBELL
MARCH 2008**

I. BACKGROUND

I was contracted to do a classification and compensation analysis regarding the new position of Geographic Information Systems (GIS) Analyst. This position was created as part of the GIS classification series of GIS Technician and GIS Administrator. The GIS Administrator position was a reclassification and title change in 2007 from the former position of GIS Coordinator. The City's need for GIS capabilities and products is increasing, and the City is modifying the classification series to attract employees who can provide the necessary skill sets.

Specifically, the project includes writing a new job description and recommending placement of this position in the City's pay grid.

II. JOB CLASSIFICATION ANALYSIS

JOB RESPONSIBILITIES

The primary responsibility of this position is to maintain and develop water, sewer, storm drain, and street GIS databases and maps. This includes the following key tasks.

1. Maintain record drawing tracking system and pdf files; import record drawing CAD files to utility GIS databases; research and verify accuracy and completeness of utility GIS databases.
2. Develop and maintain public works GIS databases; create and edit GIS spatial and attribute data.
3. Collect field data using mapping or survey grade GPS; interprets plans, photos, and maps.
4. Provide information regarding city utilities using record drawings and the City's GIS information to the general public, design engineers, and consultants via telephone, email, or at the customer service counter.
5. Input, edit, and verify data to the GIS system; prepare maps, reports, exhibits or graphic displays to professional standards; maintain utility atlas maps using automated map system.
6. Develop and document GIS and other technical procedures; create metadata for public works GIS databases; maintain records of completed assignments.

7. Train and assist GIS users from other departments; provide technical input and assistance in development of GIS databases and methods; meet with user groups to determine project needs.

A proposed job description is included as an attachment.

JOB KNOWLEDGE, SKILLS, AND ABILITIES

The key knowledge, skills and abilities required to perform this jobs includes the following knowledge and abilities.

- Knowledge of the principles and practices of geographic information systems, particularly ESRI software package.
- Knowledge of the principles and practices of GIS database design, implementation, maintenance, and analysis, including MS ACCESS, SQL server, and other common databases.
- Knowledge of the cartographic and visual communication principles.
- Knowledge of the programming languages and techniques used by ESRI software and composition data conversion methods.
- Ability to operate specialized software applications to input, manipulate, or edit geographic data and produce maps and reports.
- Ability to interpret maps, property legal descriptions, and a variety of other planning documents.
- Ability to read utility construction drawings.
- Ability to create visually pleasing, clear, and concise maps.
- Ability to communicate effectively both orally and in writing,.

The position requires an associate's degree in engineering, geography, earth sciences, or related field, with specific training in GIS technology, and at least two years of experience performing a variety of the essential job duties. Due to the market for GIS positions, and the City's needs, a bachelor's degree is preferred.

III. COMPENSATION ANALYSIS

The focus of the compensation analysis is to evaluate placement of the position within the City's classification and compensation grid. The goal is to assign a compensation level that accurately reflects the responsibilities and accountabilities of the position and the skills, knowledge, and abilities required to perform the job and preserves the internal equity of the City's classification and compensation system by compensating the position fairly relative to other City job classifications. It is also appropriate to look at external market comparables (since the City's compensation philosophy is generally a market-value approach) to ensure that qualified candidates will be attracted to the position.

To measure external equity, I looked at the cities of Bothell, Edmonds, Kirkland, Olympia, and Redmond, as used in recent classification and compensation analyses. These cities are similar in population or service area to the City of Marysville, they are in the City's geographic labor market, and they have been used as comparables in recent compensation analyses.

Two of the five cities—Kirkland and Olympia--have positions that can be compared to Marysville's in terms of job responsibilities, level of accountability, and experience required to perform the job. The City of Redmond has a similar position; however, their labor contract has been unsettled since 2006, so a 2008 wage comparison is not available. Bothell has a GIS Lead position which includes some of the same job duties as Marysville's analyst position. Edmonds does not have any regular full-time specialized GIS positions; their planners do some GIS work, and they hire interns to fill in the gaps.

Kirkland's GIS job series has a GIS Analyst positions (public works and information technology) and a GIS Administrator. The public works position is similar to Marysville's, although it requires a slightly higher level of education and experience. The salary range for the GIS Analyst positions is \$4,740-5,577.

Olympia's GIS job series has four positions: technician, specialist, analyst, and business manager. Marysville's position appears to more closely match that of the specialist level; however, it does include some responsibilities assigned to the analyst level. The salary range for GIS Specialist is \$3,902-4,745 and for the GIS Analyst is \$4,687-5,693 per month.

Bothell's GIS job series has two positions: specialist (public works), technician (community development), and lead. The lead position includes some of the responsibility's assigned to Marysville's analyst position; however, it also includes lead worker responsibilities. It appears that the education and experience required may be slightly lower than required in Marysville's position. The salary range for GIS Specialist and GIS Tech is \$3,809-4,831 and for the GIS Lead is \$4,189-5,314 per month.

To gauge internal equity, I looked at the responsibilities and the knowledge, skills, and abilities required to perform other non-union, non-management jobs at the City of Marysville. As a point of reference, the GIS Technician is a range N-6 and the GIS Administrator is a range N-10.

Regarding the level of accountability and authority, the GIS Analyst most closely matches the positions in the N-8 salary range. N-8 is the salary range where a bachelor's degree begins to be required for the majority of the positions, including the Athletic and Recreation Coordinators and Accountant.

In the N-9 salary range, almost all the positions require a bachelor's degree, several in a scientific field of study. The education and technical training required for the GIS Analyst closely matches these positions.

The positions in the N-9 salary range are: Network Administrator, Associate Engineer II, Plans Examiner/Senior Building Inspector, Community Information Officer, Financial Analyst, Human Resources Analyst, and Crime Analyst. The primary job focus of almost all the positions in this salary range is data analysis and complex problem-solving. The GIS Analyst position appears to closely match the work performed by this category of positions, which requires the application of professional knowledge and expertise to determine facts, analyze problems, and make decisions and recommendations with a similar level of autonomy.

IV. RECOMMENDATIONS

1. Adopt the proposed job description for GIS Analyst, which captures the responsibilities assigned to the positions and the knowledge, skills, and abilities required to perform it.
2. Place this position at range "N-9" on the non-represented, non-management classification grid; this placement reflects its market value and preserves internal equity among the city's non-represented, non-management positions.

**City of Marysville
Job Description**

Job Title:	Geographic Information System (GIS) Analyst
Department/Division:	Community Development
Reports To:	department director
FLSA Status	non-exempt
Union Status:	non-union
Approval/Revision Date:	April 14, 2008

POSITION SUMMARY:

Primary responsibility is to maintain and develop water, sewer, storm drain, and street GIS databases and maps.

The work performed by this class requires incumbents to apply professional knowledge and expertise as well as established guidelines and alternatives to make non-routine judgments and recommendations to management regarding complex issues; incumbents operate independently and select appropriate methods to accomplish project assignments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Other duties may be assigned as needed.

8. Maintain record drawing tracking system and pdf files; import record drawing CAD files to utility GIS databases; research and verify accuracy and completeness of utility GIS databases.
9. Develop and maintain public works GIS databases; create and edit GIS spatial and attribute data.
10. Collect field data using mapping or survey grade GPS; interprets plans, photos, and maps.
11. Provide information regarding city utilities using record drawings and the City's GIS information to the general public, design engineers, and consultants via telephone, email, or at the customer service counter.
12. Input, edit, and verify data to the GIS system; prepare maps, reports, exhibits or graphic displays to professional standards; maintain utility atlas maps using automated map system.
13. Develop and document GIS and other technical procedures; create metadata for public works GIS databases; maintain records of completed assignments.
14. Train and assist GIS users from other departments; provide technical input and assistance in development of GIS databases and methods; meet with user groups to determine project needs.

KNOWLEDGE, SKILLS AND ABILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Principles and practices of geographic information systems, particularly ESRI software package.
- Principles and practices of GIS database design, implementation, maintenance, and analysis, including MS ACCESS, SQL server, and other common databases.
- Cartographic and visual communication principles.
- Programming languages and techniques used by ESRI software and composition data conversion methods.

- Basic familiarity with AutoCAD.

Ability to:

- Interpret maps, property legal descriptions, and a variety of other planning documents.
- Read utility construction drawings.
- Create visually pleasing, clear, and concise maps.
- Manually prepare or edit maps for digitizing.
- Operate a variety of computers and related equipment including GIS hardware, peripherals, and map reproduction equipment.
- Operate specialized software applications to input, manipulate, or edit geographic data and produce maps and reports.
- Assist GIS users in assessing their data and mapping needs.
- Train GIS users and effectively troubleshoot technical GIS problems.
- Establish and maintain cooperative and effective working relationships with others.
- Communicate effectively both orally and in writing, including explaining detailed information to the GIS users and the public.

QUALIFICATIONS:

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

Two years of experience performing a variety of the essential job duties.

Education and Training:

AAS degree in engineering, geography, earth sciences, or related field with specific training in GIS technology required; bachelor's degree preferred.

Licenses or Certificates:

Possession of, or ability to possess within one month of hire date, a Washington State Driver's license is required.

PHYSICAL DEMANDS / WORKING CONDITIONS:

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals, i.e. copier toner.

The incumbent generally operates a computer in an office environment where the noise level is usually low to moderate. The employee also works in the field collecting data and is required to carry and operate GPS equipment where conditions may include walking moderately steep slopes, walking over moderately rough terrain, or working near busy roadways. The employee is required to drive a car to collect field data. While in the field, the employee must be able to work safely at all times.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2008

AGENDA ITEM: Approval of the salary range and job description for the SCADA/Telemetry Administrator	AGENDA SECTION:	
PREPARED BY: Kristie Guy	AGENDA NUMBER:	
ATTACHMENTS: SCADA/Telemetry Administrator GIS Analyst Job Description Classification and Compensation Analysis (to be included in packet for the April 14 meeting)	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This is a new position created to perform the daily administration, maintenance and troubleshooting of SCADA and telemetry systems for the City’s Water Distribution and Waste Water Treatment systems. This is a vital position to ensure compliance, to monitor the systems operations and troubleshoot and resolve SCADA, telemetry and field device problems.

The consultant is currently completing the Classification and Compensation Analysis with the intention that the document be included in the packet for the April 14 meeting.

RECOMMENDED ACTION: The Executive Department recommends that Council adopt the salary range and job descriptions for the SCADA/Telemetry Administrator.
COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/08

AGENDA ITEM: Residential Lot Capacity and Commercial/Industrial Information for the City of Marysville	AGENDA SECTION: Staff Business	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS: 1. Residential lot capacity summary, 2005-2007 2. Commercial and Industrial approvals, 2005-2007	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

City staff has collected information concerning residential, commercial and industrial project approvals between 2005 and 2007. The information is useful for analysis in understanding Marysville area growth, development trends, and development review processes.

RECOMMENDED ACTION: Review and discuss information.
COUNCIL ACTION:

Marysville UGA: Approved, Available and Pending Lots/Units Report

FORMAL PLATS

FORMAL PLAT LOT SUMMARY:

<i>Lot Type</i>	<i>Total lots in CityLimits</i>	<i>Total lots in Unincorporated UGA</i>
Recorded Formal Plats (2005, 2006, 2007)	1294	140
Preliminary Approval / Not Recorded	873	505
Review Pending	1093	79
Total	3260	724
Total Available Lots (Recorded Formal Plats)	630	50

Final Plats Approved in 2005, 2006, and 2007

File Number	Name	Final Approval Date	Total Lots	Lots Available (as of 10/07)
<i>City</i>				
PA03032	Northwest Park (Ridge)	02/14/05	19	0
PA0203013	Northridge Park	04/05/05	74	0
ZA02110052	Wilderun West Phase 1	05/04/05	40	0
PA0306018	Cedarview Heights	06/15/05	26	0
PA04007	Birch Creek Community	09/30/05	44	0
PA03022	Getchell Hill / Copper Creek Div. 1	11/18/05	59	0
PA05053	Berrywoods Phase I	07/25/06	68	12
PA03030	Palisades	06/19/06	22	0
PA04029	Suncrest Ridge	05/10/06	15	1
ZA04117164	Thoemke Station	04/11/06	17	0
ZA04116341	Willow Park	10/13/06	30	23
PA04013	Palisades South	10/24/06	32	20
PA03022	Getchell Hill / Copper Creek Div. 2	10/25/06	75	1
ZA02110052	Wilderun West, Phase 2	02/08/06	40	0
ZA04100363	Heartland Estates, Division III	11/16/05	45	45
ZA03109259	Harvest Moon	01/6/06	32	0
04115901	Northwest Heights	02/08/06	24	24
ZA03107930	Creekwood	04/07/06	44	44
ZA03106499	Morton's Crossing	08/23/06	20	18
ZA03110974	Anderson Heights	09/15/06	17	17
ZA04116746	Clearcreek	09/22/06	30	26
ZA05100883	Cross Canyon	12/12/06	25	8

ZA05117664	Ashlynn Park	12/12/06	17	7
ZA05120158	Amber Glen	12/12/06	17	17
ZA05120255	Sienna	12/12/06	19	19
ZA03106781	Plateau at Sunnyside	01/09/07	16	10
PA05053	Berrywoods Phase 2	01/23/07	114	82
ZA04112293	Winslow / Sunnyside Estates	01/30/07	45	28
PA05005	Kenley Plat	03/15/07	29	13
ZA05120595	Rakestraw	03/19/07	38	31
PA0006019	Serenade	04/04/07	10	10
PA0011055	Bucher Highlands	05/26/07	15	15
ZA03107034	The Orchards	07/24/07	16	2
ZA04100385	Rock Creek North	09/19/07	160	157
		TOTAL CITY	1294	630
County				
03102856	Shoultes Park	04/08/05	55	0
99105080	Bauerwood	05/04/05	15	0
03101135	Mountain Meadows Div. 2	2/17/06	20	0
ZA114836	Alpine Ridge	02/16/07	36	36
ZA99104168	Hidden Quilceda	05/23/07	14	14
		TOTAL UNINC.	140	50
		TOTAL UGA	1434	680

Plats with Preliminary Approval as of October 2007

File Number	Plat Name	Filing Date	Preliminary Approval Date	Lots	Notes
<i>City</i>					
04021	The Glen at Whiskey Ridge	07/22/04	02/08/05	27	
04034	Palmer Place	10/11/04	06/27/05	30	
05009	Rock Creek East	04/08/05	07/28/05	7	
ZA05118529	Weber Estates	04/25/05	12/06/05	14	
PA05043	Shadowbrook	10/25/05	3/9/06	12	
ZA04121555	Jacqueline Ridge	12/28/04	4/13/06	68	
ZA05118663	Sunnyside Ridge	07/06/05	05/24/06	18	
ZA05118415	Rock Creek North Div. 2	08/08/05	5/25/06	143	
ZA05126627	Emberly	10/7/05	6/14/06	19	
ZA05117247	Patey	09/07/05	6/22/06	151	
ZA05128709	Eagle Bay	04/04/06	11/9/06	11	
ZA05128835/PA07058	Shasta Ridge	04/24/06	1/8/07	73	
ZA06100423	Harvest Hills	06/16/06	02/05/07	71	
ZA05126978	McPherron	04/18/06	03/07/07	66	
ZA06102478	Janie Vista	06/22/06	03/15/07	12	
PA07019	Hannah's Vista	03/23/07	08/27/07	40	
PA06016	Wood/Snyder Properties	02/03/06	03/27/07	75	
ZA06128064	Harvest Heights	09/28/06	06/05/07	20	
ZA06124972	Elmhurst	05/26/06	07/03/07	16	
			TOTAL CITY	873	
<i>County</i>					
ZA0105222	Mill Rose	01/06/04	02/08/05	13	
ZA04119115	Allen Creek Park	12/29/04	4/26/06	39	
ZA05121425	Andrew's Lane	06/30/05	3/29/06	16	
ZA05127553	Pacific Meadows	02/09/06	6/21/06	157	
ZA05128311	Meadow at 2 Cedars		9/27/06	142	
ZA04119240	Orchid Lane	10/26/04	9/27/06	65	
ZA05127553	Nysether		1/5/07	73	
			TOTAL UNINC.	505	
			TOTAL UGA:	1378	

Development Review in Process as of November 2, 2007

File Number	Plat Name	Completed Filing	Lots	Notes
<i>City</i>				
PA06027	Smokey Point Subdivision	3/22/06	256	
ZA05123399	Willow Springs	7/17/06	14	
PA06085	Sagewood	11/06/06	138	
PA06088	Spangler	12/06/06	28	
ZA06125845	Aliea Plat	08/21/07	21	
ZA06126493	Thrya's Corner	08/22/07	21	
PA07007	Kenley East	2/5/07	55	
PA07008	Audubon Ridge	2/8/07	144	
PA07011	Hearthstone	02/16/07	42	
PA07013	King's Court @ the Ridge	03/09/07	24	
PA07014	Estates @Whiskey Ridge	03/15/07	14	
PA07021	Deer Acres	03/28/07	25	
PA07027	Sunset on the Bay	04/05/07	12	
PA07028	L125-1 Typolt PRD	04/11/07	77	
PA07034	The Firs @ Twin Lakes	04/25/07	69	
PA07056	Belle Haven PPL	09/05/07	153	
		TOTAL CITY	1093	
<i>County</i>				
ZA05128332	Lilly Tree Lane	1/19/06	31	
ZA06135149	Pacific Meadows III		48	
		TOTAL UNINC.	79	
		TOTAL UGA	1172	

SHORT PLATS

SHORT PLAT LOT SUMMARY:

<i>Lot Type</i>	<i>Total lots in CityLimits</i>	<i>Total lots in Unincorporated UGA</i>
Recorded Plats (2005, 2006, 2007)	36	19
Preliminary Approval / Not Recorded	84	14
Review Pending	32	5
Total	152	38
Total of Available Lots (Recorded)	19	19

Short Plats Approved in 2005, 2006, and 2007

File Number	Name	Final Approval Date	Total Lots	Lots Available
<i>City</i>				
SP05008	Ron Loop SP	07/20/05	4	0
SP05004	Westhaven SP	04/06/06	9	7
SP05003	Wear SP	04/25/06	2	2
ZA05116445	Olsen SP	6/16/06	3	3
ZA05116094	Pacific Rim Dev.	7/14/06	3	3
SP06001	Whitekyte SP	05/03/07	5	4
SP05006	Gribble SP	02/28/07	4	0
SP06002	RMJ SP	04/11/07	4	0
SP05001	Zuanich SP	05/17/07	2	0
		TOTAL CITY	36	19
<i>County</i>				
ZA04115043	James/Davidson	08/15/06	6	6
ZA04111396	Crider SP	08/21/06	6	6
ZA06102438	Hamo SP	05/18/07	2	2
ZA05127270	50 th Ave SP	09/24/07	5	5
		TOTAL UNINC.	19	19
		TOTAL UGA	55	38

Plats with Preliminary Approval as of October 2007

File Number	Plat Name	Filing Date	Preliminary Approval Date	Lots	Notes
<i>City</i>					
ZA04117732	Houvener SP	09/15/04	03/17/05	6	
ZA04121438	Houvener 2 SP	12/22/04	05/19/05	6	
SP05005	L/M SP	04/08/05	09/15/05	3	
SP05009	Eline SP	08/15/05	10/20/05	9	
ZA05100642	Morris SP	01/20/05	03/17/06	4	
ZA05118673	Hammingh SP	12/06/05	06/27/06	2	

ZA05127957	Ozland SP	11/21/06	06/27/06	3	
SP06006	Ali's Court	08/18/06	10/30/06	7	
ZA05128255	Harvest Pond	05/22/06	11/13/06	5	
SP06007	Emerald Development	09/22/06	11/15/06	7	
SP06003	Murray SP	05/01/06	11/28/06	9	
SP06004	Smith SP	07/27/06	01/18/07	7	
ZA04117496	Chavers SP	09/18/04	03/22/07	5	
SP07003	Gray SP	05/01/07	05/18/07	2	
SP07001	Roehl SP	01/26/07	06/01/07	2	
ZA06125400	Clemetson SP	06/21/06	06/05/07	5	
SP07002	Cedarwood Add.	02/09/07	08/07/07	2	
			TOTAL CITY	84	
<i>County</i>					
ZA04117737	Jordahl SP	09/04/04	01/23/06	6	
ZA05119799	Smith SP	03/28/05	06/20/06	2	
ZA05127223	Scott Ray SP	01/30/06	11/08/06	6	
			TOTAL UNINC.	14	
			TOTAL UGA	98	

Development Review in Process as of November 2, 2007

File Number	Plat Name	Completed Filing	Lots	Notes
<i>City</i>				
SP05002	Stafford SP	01/28/05	7	
SP06008	Peggy's Place	12/08/06	7	
SP07004	Sunnyside Resev.	09/18/07	2	
SP07005	Linscott SP	07/11/07	4	
SP07006	Cook/Hansen SP	09/19/07	4	
SP07007	Roberts SP	09/14/07	2	
SP07008	McCue SP	09/28/07	4	
SP07009	Spoelstra SP	10/04/07	2	
		TOTAL CITY	32	
<i>County</i>				
ZA07102067	Apple Grove	05/19/07	5	
		TOTAL UNINC.	5	
		TOTAL UGA	37	

CURRENT MULTI-FAMILY / CONDO PROJECTS

File Number	Plat Name	Filing Date	Preliminary Approval Date	Civil Construction Plan Approval Date	Units
City Detached / Attached Condos					
PA04033	Smokey Point Master Plan	9/21/04	1/25/06		194
PA04035	Braidwood Village	10/20/04	2/3/05	9/13/05	9
PA05015	Eagle Point	5/18/05	12/15/05	5/12/06	287
PA05057	Robinson Lane (condos)	12/27/05	4/7/06	6/27/06	30
PA06049	Steven's Court	07/13/06	04/26/07	06/22/07	49
PA07009	Smokey Point Mixed Use	2/12/07	08/01/07		192
			TOTAL CITY		761
City Multi-Family					
PA03038	Steve Cowen Apts.	12/2/03	2/2/04	1/31/05	6
PA04033	Smokey Point Master Plan	9/21/04	1/25/06		62
PA04025	Al Ostman MF	8/11/04	11/8/04	9/29/05	15
PA05026	Beach Ave. Apts.	8/8/05	10/17/05	12/21/05	6
PA05015	Eagle Point	5/18/05	12/15/05	5/12/06	84
PA06036	3 rd Street Center	4/17/06	Pending		4
PA06038	Carlson Condos/Apts	4/28/06	07/30/07		5
PA06039	Brickyard Commons	5/5/06	6/15/06		19
PA06041	Flying Banjo		12/12/06	11/9/06	6
PA06042	Beach Ave. Project	5/16/06	2/2/07		11
PA06057	Lifestyle Homes Duplexes	7/28/06	10/19/06	03/12/07	6
PA07015	47 th Ave Condos	03/19/07	08/10/07		6
PA07057	Sterley Multifamily	09/05/07			16
PA07061	Balbir Townhomes	09/28/07			12
			TOTAL CITY		258

2003-2007 Commercial/Industrial Project SQFT							
<i>Approved</i>							
2003							
<u>Project</u>	<u>File No.</u>	<u>Address</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Civil Plan App.</u>	<u>SQFT</u>	<u>Status</u>
8th St Office Bldg	PA0211046	801 State Ave	Jim Rowley	11/05/2002	04/22/2003	7,969	Complete
Cedar Ave Bakery	PA0302006	1008 Cedar Ave	Don Puckett	02/12/2003	05/01/2003	3,495	Complete
Compass Health	PA0212052	4308 76th St NE	Ron Wright & Associates	07/21/2002	06/06/2003	15,000	Complete
Commercial SQFT Total						26,464	
2004							
G & D Properties	PA0306016	13315 38th Ave NE	Brown Matson Partnership	06/17/2003	03/23/2004	18,930	Complete
<i>Power Alley-PA Fitness</i>	<i>(included in total above)</i>					9,465	
<i>Marysville Speed 'n' Custom</i>						9,465	
Borseth Espresso Stand	PA04003	14606 51st Ave NE	Todd Borseth	01/29/2004	Final: 05/17/04	234	Complete
NW Baptist Church	PA0303008	1211 2nd St		03/10/2003	Final: 09/10/04	4,470	Complete
R & D Masonry	PA0206017	41st Ave NE/134th St NE	Don Kenney	06/05/2002	12/27/2004	11,185	Under Const.
Ronald Undi/Finishing Touch	PA03028	14219 Smokey Point Blvd	Robert Downing	10/07/2003		4,416	Complete
Commercial SQFT Total						4,704	
Industrial SQFT Total						34,531	
2005							
MacPherson Realty	PA05019	1333 State Ave	Robert Barnett	06/07/2005	Final: 07/06/05	3,430	Complete
Lighthouse Bible	PA04038	1224 Cedar Ave	Lifestyle Homes & Constr. Inc.	11/19/2004	09/15/2005	13,629	Complete
Applebee's	PA05010	3624 88th Street NE	Apple American Group	04/18/2005	09/27/2005	4,787	Complete
Choi's Nursery	PA05032	134th St. NE & HWY 99	Hyun Chung	08/29/2005	11/30/2005	3,400	Complete
Commercial SQFT Total						21,846	
Industrial SQFT Total						3,400	
2006							
116th St. Shopping Center	PA0306015	4009 116th St NE	White-Leasure Dev. Co.	06/13/2003	02/09/2006	280,304	Part.Compl.
<i>Winco</i>	<i>(included in total above)</i>		Winco Foods			95,300	
<i>Retail B</i>			White-Leasure Dev. Co.			14,735	
<i>Kohls</i>			Kohl's Department Stores			95,774	
<i>Ross</i>			KRG/WLM Marysville			30,187	
<i>Petsmart</i>			Ernie Ramos			19,746	
<i>Retail C</i>			Ernie Ramos			15,758	
<i>Starbucks</i>			Starbucks Coffee Co.			1,789	

Taco Bell			John Osborne			2,985	
Harley-Davidson	PA05052	16212 Smokey Point Blvd	Lance Mueller & Associates	12/22/2005	02/09/2006	30,160	Complete
Smokey Pt. Retail Center	PA05018	SW of I-5 Inter/172nd St NE	Powell Development	06/03/2005	02/09/2006	477,108	Under Const.
Target			Skanska USA Building			126,842	
Costco			Mulvanny G2 Architecture			126,510	
Linens-N-Things			Powell Development			31,314	
Best Buy			Donahou Design Group			28,696	
Boston Pizza			Boston Pizza			6,409	
Red Robin			Red Robin International			7,400	
Office Depot			Powell Development			18,775	
PetCo			Powell Development			18,268	
Michaels			Powell Development			21,777	
Marshalls			Powell Development			25,242	
Starbucks/Jamba Juice			Kim Alston LLC			6,648	
Pad C & Famous Footwear			Kim Alston LLC			18,643	
Ihop			Will Harris Architect			4,987	
Pad F			Powell Construction			8,753	
Pad J (Vacant)			Donahou Design Group			8,700	
Pad K (Sleep Country)			Powell Development			10,144	
Holiday Inn Express	PA05038	8306 36th Ave NE	State Street LTD Partnership	10/06/2005	03/27/2006	78,117	Complete
Kieffer PT 05-0794	PA05055	6505 83rd Ave NE	Catherine Kieffer	12/22/2005	03/29/2006	N/A	Complete
Asia Nails	PA06014	1409 6th St	Judy Vo	02/03/2006	Final: 05/17/06	960	Complete
Ramaley CUP	PA06020	1701 Grove St	Mark Ramaley	03/01/2006	05/24/2006	926	Complete
King Marine	PA06022	3704 124th St NE	Sebco	03/15/2006	05/26/2006	5,460	Complete
Allen Creek Crossing	PA05045	4711 64th St NE	Cornerstone Architecture	10/31/2005	06/01/2006	8,200	Complete
Precision Collision Addition	PA06004	16215 Smokey Point Blvd	Precision Collision	01/10/2006	Final: 07/13/06	3,330	Complete
Industrial Bldgs/ Acro	PA06009	15303 & 15307 39th Ave NE	Daniel Edmonds	01/31/2006	08/23/2006	29,280	Complete
Locals Espresso	PA06056	1221 5th St	Rob & Carrie Westvang	07/25/2006	08/31/2006	324	Complete
Borseth Storage Building	PA05046	13421 39th Ave NE	Kirk Borseth	11/02/2005	09/12/2006	16,000	Under Const.
Leifer Development, Lot 2	PA06024	13101 41st Ave NE	Leifer Development Co.	03/17/2006	11/03/2006	37,363	No Const.
Beach Street Commercial	PA06021	1201 6th Street	D. Peterson Inc.	03/09/2006	11/08/2006	5,176	Under Const.
Borseth Construction	PA030617	1241 State Ave	Borseth Construction	06/17/2003	12/31/2006	7,805	Complete
			Commercial SQFT Total			889,080	
			Industrial SQFT Total			91,433	
2007							
Union Square	PA06062	1826 4th St.	Borseth Architects	08/21/2006	04/12/2007	6,840	Under Const.
Leifer	PA07004	13001 State Ave	Leifer Development Co.	01/18/2007	04/12/2007	26,000	Complete

Lakewood Station	PA06079	1400 172nd St. NE	Lakewood Station LLC	10/27/2006	04/23/2007	4,800	Under Const.
H & M Electric	PA07003	918 Cedar Ave	McCann Brewster Properties	03/20/2007	04/27/2007	1,602	No Const.
Smokey Pt. Service Center	PA06048	2721 171st Pl. NE	Lakewood Crossing Properties	07/10/2006	06/04/2007	9,736	Under Const.
Msvl Elementary School #11	PA06078	6510 Grove St.	Msvl School District # 25	10/26/2006	06/20/2007	54,150	Under Const.
Patrick Plaza	PA07010	15310 Smokey Point Blvd.	Dave Patrick	02/12/2007	07/23/2007	N/A	Under Const.
Hartman Remodel	PA07040	519 Beach Ave	Hartman Escrow	06/01/2007	09/13/2007	2,046	Complete
Frontier Lt. Ind. Bldg	PA07046	4026 134th St. NE	Frontier Properties, LLC	06/27/2007	09/27/2007	N/A	Under Const.
Pilchuck Buss. Park	PA06071	13215 State Ave	Todd Borseth	09/22/2007	09/27/2007	31,560	Under Const.
Caskey Real Estate	PA07038	621 Beach Ave	David Caskey	05/17/2007	11/01/2007	2,542	Under Const.
Central Welding	PA07025	13305 38th Ave NE	Wilton Family Partnership	04/02/2007	11/10/2007	5,718	Under Const.
Shipp CUP	PA07012	3627 152nd St NE	Virginia Shipp	02/14/2007	12/10/2007	1,560	Under Const.
Storage Condos	PA07022	15311 39th Ave NE	James Thornsteinson	03/28/2007	12/19/2007	26,680	Under Const.
			Commercial SQFT Total			83,276	
			Industrial SQFT Total			89,958	
2008							
Fire Station No. 66	PA07032	7217 40th St NE	City of Marysville	04/20/2007	01/07/2008	11,201	Under Const.
			Commercial SQFT Total			11,201	

2003-2007 Commercial/Industrial Project SQFT						
<i>Preliminary Approval</i>						
2005						
<u>Project</u>	<u>File No.</u>	<u>Address</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Prelim. App.</u>	<u>SQFT</u>
Walmart	PA05016	8710 64th St NE	David Evans & Assoc.	05/19/2005	08/23/2005	183,565
Msvl. Food Bank	PA05044	4000 88th St NE	Msvl. Food Bank	11/01/2005	12/01/2005	5,457
Commercial SQFT Total						189,022
2006						
Smokey Pt Master Plan	PA04033	E Smky Pt Blvd/ N 152nd St NE	Pacific Dev. Assoc.	09/21/2004	01/25/2006	577,530
Commercial SQFT Total						577,530
2007						
A & E Insulation	PA06089	15205 39th Ave NE	Borseth Architects	12/12/2006	01/11/2007	6,200
Lakewood Point	PA06046	17301 27th Ave NE	Jeff Huber	06/21/2006	05/15/2007	95,084
Smokey Pt Mixed Use	PA07009	12105 State Ave	AHM Development	01/12/2007	08/01/2007	78,144
Fieldstead Commercial	PA07039	137xx Smokey Point Blvd	WRF LLC	05/21/2007	08/24/2007	7,000
Hilo Park	PA07052	SW of 136th St NE/45th Ave NE	Hilo Park	08/23/2007	09/25/2007	35,600
Twin Lakes Center	PA07037	SW of Twin Lakes Ave/166th PL NE	Twin Lakes Ave, LLC	05/07/2007	09/25/2007	23,300
Marysville School Dist.	PA07050	4323 76th St NE	Marysville Sch. Dist.	08/20/2007	08/31/2007	960
Commercial SQFT Total						204,488
Industrial SQFT Total						41,800
2008						
Madison Retail	PA07053	2707 171st PI NE	Madison Dev. Group	08/27/2007	01/02/2008	14,418
Lee Building	PA08003	10206 State Ave	Kim Young	01/10/2008	02/21/2008	2,506
Tran Com Site Plan	PA07067	17033 28th Dr NE	Amy Tran	11/20/2007	02/28/2008	11,982
Nyhus Office Addition	PA07069	601 State Ave	Chris Nyhus	12/03/2007	03/07/2008	1,832
Commercial SQFT Total						30,738

2003-2007 Commercial/Industrial Project SQFT						
<i>Submitted</i>						
2007						
<u>Project</u>	<u>File No.</u>	<u>Address</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>SQFT</u>	
Jostens Addition	PA07020	1716 4th St	Scott & Christina Krenz	03/26/2007	3,580	
Preview Properties	PA07035	1536 72nd ST NE	Bill Young	04/23/2007	5,500	
Tran Smokey Pt Retail	PA07045	17033 28th Dr NE	Amy Tran	06/25/2007	10,480	
Undi Industrial Bldg	PA07066	14307 Smokey Point Blvd	Roland & Shauna Undi	10/25/2007	20,320	
Marysville Ford	PA07069	15900 Smokey Point Blvd	Faber Brother's Construction	12/03/2007	34,693	
		Commercial SQFT Total			54,253	
		Industrial SQFT Total			20,320	
2008						
Heritage Propane	PA08011	4509 152nd St NE	Heritage Propane	02/20/2008	3,000	
Tran State Ave Plaza	PA08013	1085 State Ave	Amy Tran	03/04/2008	21,225	
Frontier Properties	PA08014	4026 134th St NE	Frontier Properties LLC	03/07/2008	15,000	
Pacific Mobile	PA08016	N of 136th St NE/E of 45th Ave NE	Pacific Mobile	03/11/2008	11,200	
Details	PA08012	4716 61st St NE	Peak Engineering	03/25/2008	3,830	
Family Fun Center	PA08015	15830 Twin Lakes Ave	Family Fun Center		481,818	
SeaMar Health	PA08008	9710 State Ave	SeaMar Comm. Health Center		2,790	
		Commercial SQFT Total			509,663	
		Industrial SQFT Total			29,200	
2006						
3rd Street Center		1625 3rd St	Center Construction	04/17/2006	8,788	6036

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/08

AGENDA ITEM: Snohomish County Buildable Lands Report for 2007	AGENDA SECTION: Staff Business	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Executive Summary from 2007 Buildable Lands Report (BLR) 2. Excerpts from the report summarizing Marysville UGA results 	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Snohomish County, under the coordination of Snohomish County Tomorrow, annually monitors growth within Snohomish County and its cities. Every five years, a more detailed review and evaluation of buildable land is required by GMA. This provides the data for decisions concerning urban growth areas (UGA's) and land use policy in Snohomish County. The 2007 report evaluates whether there is sufficient buildable land to accommodate residential, commercial and industrial growth through the year 2025. If land supply deficiencies are identified within the report, the County and cities are required to adopt and implement measures to address these issues.

Generally speaking, there were no significant deficiencies identified in the report. While there were individual UGA's that indicated insufficient capacity to meet 2025 targets within their UGA, an overall surplus of capacity exists within the County as a whole. In addition, the cities with deficiencies indicated various monitoring and measures in progress to address their potential shortfalls.

A full copy of the report is available at the following link on the Snohomish County website link:

http://www1.co.snohomish.wa.us/Departments/PDS/Divisions/LR_Planning/Information/Demographics/Buildable_Lands/blr07_Adopted_Report.htm

The 2007 Buildable Lands Report was recommended by Snohomish County Tomorrow, and adopted by the Snohomish County Council in October 2007. The attached information summarizes information for the various cities, and the Marysville UGA.

RECOMMENDED ACTION: Review information.
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COUNCIL ACTION:

2007 Buildable Lands Report for Snohomish County

**Adopted by the Snohomish County Council
on October 31, 2007**

Executive Summary

The 2007 Buildable Lands Report* responds to the review and evaluation requirements of the Washington State Growth Management Act (GMA) in RCW 36.70A.215, commonly referred to as the “buildable lands” statute. The report was prepared by staff from the county and the cities using the Snohomish County Tomorrow (SCT) process.

This is the second buildable lands review and evaluation report completed by Snohomish County and its cities. It is based on the methods and approaches first developed and used by the county and cities for the *Snohomish County Tomorrow 2002 Buildable Lands Report*, which evaluated UGA capacity for accommodating growth to the year 2012. The current report evaluates whether urban densities are being achieved and whether there is sufficient suitable land within the Urban Growth Areas (UGAs) to accommodate the forecasted residential, commercial and industrial growth anticipated through the end of the 20-year GMA planning period, currently 2025. The GMA requires that the buildable lands review and evaluation occur at least every 5 years.

If the results of the 5-year review and evaluation reveal that planned densities are not being achieved or that deficiencies in buildable land supply exist within UGAs, cities and counties are required to adopt and implement measures, other than adjusting urban growth areas, that are reasonably likely to ensure sufficient buildable lands throughout the remaining portion of the 20-year GMA planning period.

Methodology

Using geographic information systems (GIS) technology, the present analysis began with a spring 2006 extract of all Assessor parcel records within incorporated and unincorporated portions of the Snohomish County urban growth area (UGA). Parcels with additional development potential were classified into one of four categories:

* The 2007 Buildable Lands Report is also available on the County’s website by going to www.snoco.org. To access the report, you can use the keyword search box found on any page of the website. Search for the keywords “buildable lands” and click the first link to go to the 2007 Buildable Lands Project page.

Vacant – parcels without structures.

Partially-used – parcels where existing structures use a portion of the site and where additional development is possible without demolition.

Redevelopable – parcels with existing structures that are expected to be demolished and replaced with new and more intensive uses.

Pending – parcels with pending applications for new construction.

April 1, 2006 represents the date at which additional capacity estimates for population and jobs were calculated. All structures existing as of April 1, 2006 were considered developed, while everything proposed, built or occupied after that date was counted as future capacity for 2007 report.

Future land use information was then transferred to individual parcels using zoning classifications for most cities and plan designations for most parcels within unincorporated urban areas. There were some exceptions to this general rule, especially in areas where cities control utility extensions in unincorporated UGAs through a requirement to annex, in which case city pre-zoning (or plan designations) for unincorporated areas was used.

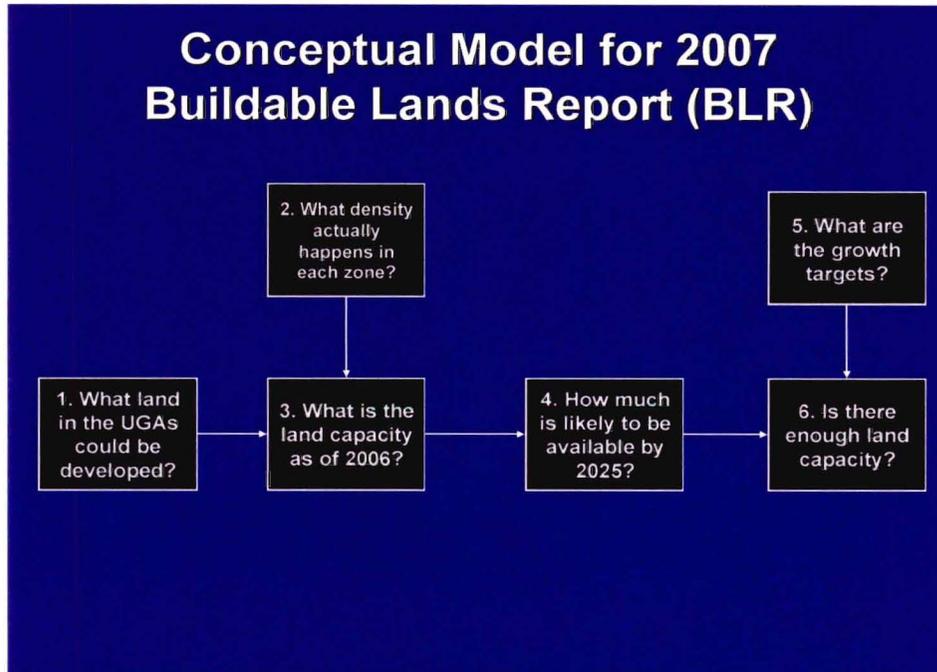
Unbuildable land area in developable parcels was then removed from the buildable lands inventory for parcels affected by: critical areas and buffers (steep slopes, wetlands, streams and lakes, chinook salmon and bull trout habitat, frequently flooded areas); major utility easements; future arterial rights-of-way and land needed for other capital facilities (schools, parks, etc.). The unbuildable land estimate within parcels was further increased by 5% to account for unmapped critical/unbuildable areas.

Observed development densities (represented as housing units and/or jobs per buildable acre), derived from an analysis of actual residential, commercial and industrial development activity within both city and county plan and/or zone designations, were then applied to the parcel-level estimates of buildable acres. This resulted in an estimate of additional housing units and employment capacity by parcel.

The resulting additional capacity estimates were then reduced to account for development uncertainties. These reductions pertained to uncertainties regarding: ability to obtain necessary capital facilities and services to support urban development over the next 20 years; removal of land for miscellaneous public/institutional uses (churches, schools, municipal purposes, etc.); and market availability (property that is held out for development over the next 20 years).

Once these adjustments for uncertainties were made, the additional residential and employment capacities were aggregated from parcels to the city, UGA and Municipal UGA (MUGA) level in order to compare with the adopted 2025 population and employment targets, contained in Appendix B of the Countywide Planning Policies for Snohomish County.

The following flowchart depicts the major steps in conducting the buildable lands analysis:



Results

The PAC’s action to transmit the report to the Steering Committee was accompanied by an acknowledgement that a wide range of options exist to resolve the estimated capacity shortfalls documented in the BLR (identified below), some of which involve land use changes and some do not. Options to consider include the list of reasonable measures shown in Appendix C of the Countywide Planning Policies. Other reasonable responses could include monitoring the capacity estimates over time or revisiting the growth targets.

Below are the key findings of the 2007 SCT Buildable Lands Report, recommended by the PAC on August 9, 2007.

Overall, at the countywide UGA level:

- urban densities are being achieved consistent with GMA comprehensive plans, and
- there is adequate land capacity to accommodate the adopted 2025 total UGA population and employment growth targets.

Population

	2006 Estimated Population	Reconciled CPP 2025 Population Targets	2006-2025 Numeric Change	2025 Total Population Capacity	Additional 2006-2025 Pop Capacity	Pop Capacity Surplus vs. Shortfall (in parentheses)
UGA Total	553,145	759,919	206,774	789,619	236,474	29,700

Employment

	2006 Estimated Employment	Reconciled CPP 2025 Employment Targets	2006-2025 Numeric Change	2025 Total Employment Capacity	Additional 2006-2025 Emp Capacity	Emp Capacity Surplus vs. Shortfall (in parentheses)
UGA Total	234,098	340,205	106,107	372,387	138,289	32,182

At the individual UGA level, there appears to be a 2025 population growth target/capacity inconsistency within the Monroe UGA:

Population

	2006 Estimated Population	Reconciled CPP 2025 Population Targets	2006-2025 Numeric Change	2025 Total Population Capacity	Additional 2006-2025 Pop Capacity	Pop Capacity Surplus vs. Shortfall (in parentheses)
Monroe UGA	17,751	26,590	8,839	24,071	6,320	(2,519)

Also, at the individual UGA level, there appears to be a 2025 employment growth target/capacity inconsistency within the Lake Stevens UGA:

Employment

	2006 Estimated Employment	Reconciled CPP 2025 Employment Targets	2006-2025 Numeric Change	2025 Total Employment Capacity	Additional 2006-2025 Emp Capacity	Emp Capacity Surplus vs. Shortfall (in parentheses)
Lake Stevens UGA	4,695	6,615	1,920	6,351	1,656	(264)

Within the SWUGA, which has enough overall capacity to accommodate projected 2025 growth, there appear to be 2025 population growth target/capacity inconsistencies within the cities of Bothell, Brier and Lynnwood:

Population

	2006 Estimated Population	Reconciled CPP 2025 Population Targets	2006-2025 Numeric Change	2025 Total Population Capacity	Additional 2006-2025 Pop Capacity	Pop Capacity Surplus vs. Shortfall (in parentheses)
Bothell City (part)	15,090	22,000	6,910	21,117	6,027	(883)
Brier City	6,480	7,790	1,310	7,280	800	(510)
Lynnwood City	35,230	43,782	8,552	43,094	7,864	(688)

For all other UGAs and cities not shown above, the BLR determined that there is adequate capacity for accommodating the adopted 2025 population and employment growth targets. [See attached Tables 1 through 4 of the Results Section for more detailed 2025 growth target vs. capacity comparisons at the individual UGA, MUGA and city levels.]

Long Term Monitoring

The methodological assumptions used in this report should be monitored over time to identify issues and potential revisions. Such issues include the following, but are not limited to:

- The effect of new critical area regulations and stormwater regulations on achieved densities
- The cumulative effect of temporary local restrictions on development due to transportation concurrency, sewer capacity, and other infrastructure and services constraints
- The amount of land needed for public/institutional purposes and its effect on buildable land supply.

Interpretation of Tables 1 - 4:

Tables 1 through 4 summarize the estimates of additional population and employment capacity at the city, UGA and MUGA levels, and compare them with the adopted 2025 population and employment growth targets. City boundaries as of April 2002 are used for these target/capacity comparisons since city boundaries as of that date were used for development of the adopted growth targets.

For all 4 tables, the first column shows estimated population or employment as of April 2006 (for city and unincorporated urban areas represented by 2002 city boundaries).^{*} The next column contains the adopted 2025 population or employment targets. The growth targets are from the Appendix B of the Countywide Planning Policies for Snohomish County, adopted in December 2006 by the County Council following the Snohomish County Tomorrow target reconciliation process. The next column shows the anticipated change in population or employment from 2006 through 2025.

The next column denotes total population or employment capacity as of 2025, derived by adding the additional population or employment capacity estimates as of April 2006 (shown in the next column) to the 2006 estimated population or employment. The additional capacity estimates are from the detailed UGA and MUGA additional population and capacity estimates which follow in later sections of the report.

The final column of tables 1 through 4 compares the target and capacity estimates for each city, UGA or MUGA. Areas where there is adequate capacity for accommodating the adopted growth targets have positive values shown in this column, whereas areas which are deficient in capacity have negative values (shown in parentheses).

The unincorporated UGA capacity estimates are calculated by subtracting the capacity estimates for cities as of 2002 from the total UGA estimates. Note that in UGAs that have experienced significant annexation by cities since 2002, these unincorporated additional capacity estimates will not be current since city zoning now applies in these annexed areas. Refer to the "Results by UGA" section on page 51 for more current information on unincorporated UGA additional capacity based on January 2007 city boundaries. For additional capacity information in cities using January 2007 city boundaries, refer to Appendix E on page 227.

Tables 2 and 4 focus solely on the target/capacity comparisons at the MUGA level within the SWUGA. Note that there are several areas identified at the bottom of the table which are indicated as either an overlap (more than one city has identified this area for future annexation) or gap area (no city has identified these areas for future annexation).

^{*} The 2006 population estimates are based on the State Office of Financial Management (OFM) annual estimates; 2006 employment estimates are based on State Employment Security Department (ESD) covered employment estimates, geocoded to employer locations by the Puget Sound Regional Council (PSRC).

Table 1

2025 UGA Population Targets and Capacities

(All estimates, targets and capacity comparisons below are based on 2002 city boundaries)

Area	2006 Estimated Population	Reconciled CPP 2025 Population Targets	2006-2025 Numeric Change	2025 Total Population Capacity	Additional 2006-2025 Pop Capacity	Pop Capacity Surplus vs. Shortfall ()
Non-S.W. County UGA	146,860	226,794	79,934	243,999	97,139	17,205
Arlington UGA	16,567	27,000	10,433	27,511	10,944	511
Arlington City	15,217	18,150	2,933	18,864	3,647	714
Unincorporated	1,350	8,850	7,500	8,647	7,297	(203)
Darrington UGA	1,593	2,125	532	2,751	1,158	626
Darrington Town	1,465	1,910	445	2,175	710	265
Unincorporated	128	215	87	576	448	361
Gold Bar UGA	2,883	3,500	617	3,437	554	(63)
Gold Bar City	2,125	2,497	372	2,543	418	46
Unincorporated	758	1,003	246	894	136	(110)
Granite Falls UGA	3,242	6,970	3,728	9,451	6,209	2,481
Granite Falls City	3,095	4,770	1,675	5,828	2,733	1,058
Unincorporated	147	2,200	2,053	3,623	3,476	1,423
Index UGA (incorporated)	155	190	35	210	55	20
Lake Stevens UGA	29,174	46,125	16,951	49,250	20,076	3,125
Lake Stevens City	7,176	8,360	1,184	8,481	1,305	121
Unincorporated	21,998	37,765	15,767	40,769	18,771	3,004
Maltby UGA (unincorporated)		NA	NA	NA	22	NA
Marysville UGA	55,034	79,800	24,766	88,032	32,998	8,232
Marysville City	29,562	36,737	7,175	39,136	9,574	2,399
Unincorporated	25,472	43,063	17,591	48,896	23,424	5,833
Monroe UGA	17,751	26,590	8,839	24,071	6,320	(2,519)
Monroe City	16,170	20,540	4,370	19,680	3,510	(860)
Unincorporated	1,581	6,050	4,469	4,391	2,810	(1,659)
Snohomish UGA	10,193	14,535	4,342	15,190	4,997	655
Snohomish City	8,597	9,981	1,384	10,447	1,850	466
Unincorporated	1,596	4,554	2,958	4,743	3,147	189
Stanwood UGA	5,483	8,840	3,357	12,419	6,936	3,579
Stanwood City	4,628	5,650	1,022	6,486	1,858	836
Unincorporated	855	3,190	2,335	5,933	5,078	2,743
Sultan UGA	4,785	11,119	6,334	11,655	6,870	536
Sultan City	4,440	8,190	3,750	9,167	4,727	977
Unincorporated	345	2,929	2,584	2,488	2,143	(441)
S.W. County UGA	406,285	533,125	126,840	545,620	139,335	12,495
Incorporated S.W.	252,951	303,227	50,276	303,592	50,641	365
Bothell City (part)	15,090	22,000	6,910	21,117	6,027	(883)
Brier City	6,480	7,790	1,310	7,280	800	(510)
Edmonds City	40,360	44,880	4,520	45,570	5,210	690
Everett City	99,467	123,060	23,593	124,696	25,229	1,636
Lynnwood City	35,230	43,782	8,552	43,094	7,864	(688)
Mill Creek City	14,783	16,089	1,306	16,069	1,286	(20)
Mtlake Terrace City *	20,756	22,456	1,700	22,463	1,707	7
Mukilteo City	19,620	22,000	2,380	22,000	2,380	-
Woodway Town	1,165	1,170	5	1,303	138	133
Unincorporated S.W.	153,334	229,898	76,564	242,028	88,694	12,130
UGA Total	553,145	759,919	206,774	789,619	236,474	29,700
City Total	345,581	420,202	74,621	426,609	81,028	6,407
Unincorporated UGA Total	207,564	339,717	132,154	363,010	155,446	23,292

UGA Safety Factor as of 2006 = 14.4% (Percent which Additional 2006-2025 Pop Capacity exceeds 2006-2025 Numeric Change)

* NOTE : Mountlake Terrace 2006 population estimate includes a correction made by OFM in 2007 to account for for additional population mistakenly excluded in post-2000 city population estimates.

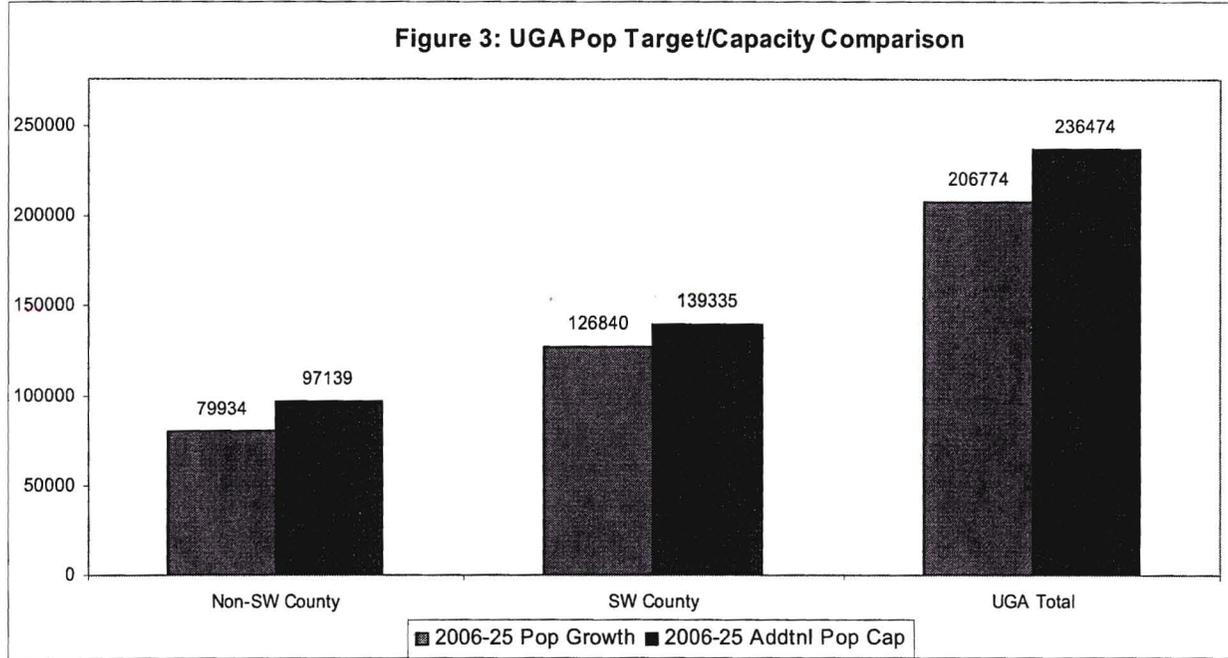
Table 2

2025 MUGA Population Targets and Capacities**(All estimates, targets and capacity comparisons below are based on 2002 city boundaries)**

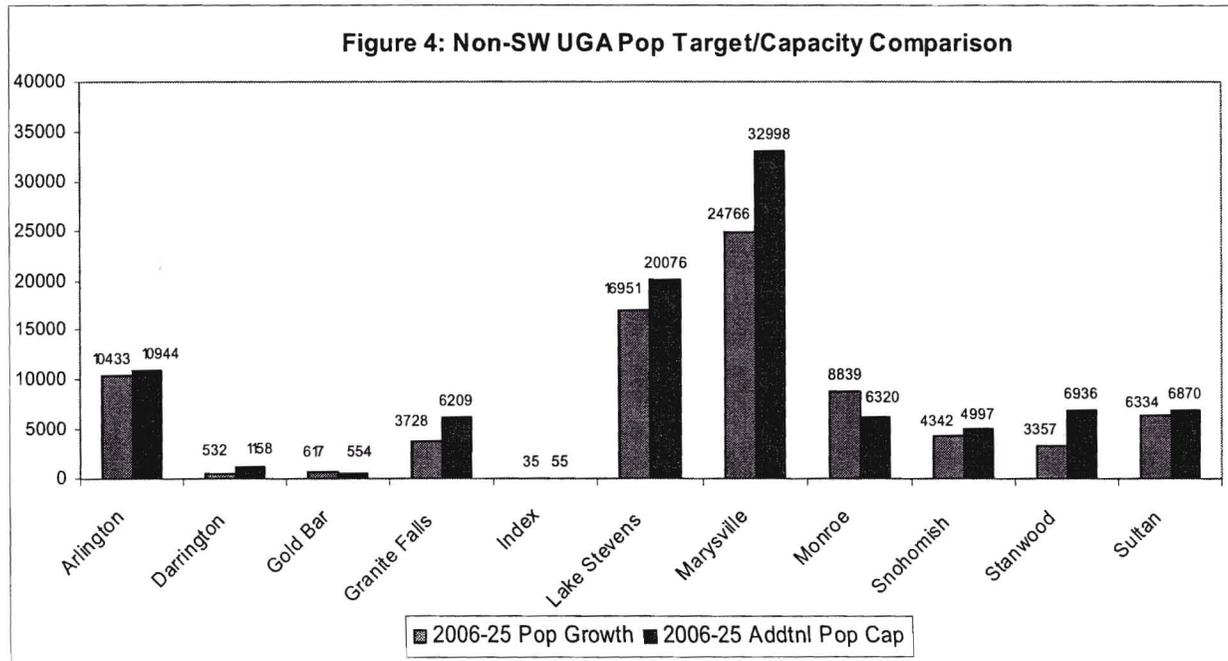
Area	2006 Estimated Population	Reconciled CPP 2025 Population Targets	2006-2025 Numeric Change	2025 Total Population Capacity	Additional 2006-2025 Pop Capacity	Pop Capacity Surplus vs. Shortfall ()
S.W. County UGA Total	406,285	533,125	126,840	545,620	139,335	12,495
Incorporated S.W. Total	252,951	303,227	50,276	303,592	50,641	365
Unincorporated S.W. Total	153,334	229,898	76,564	242,028	88,694	12,130
Bothell MUGA	32,515	51,565	19,050	52,048	19,533	483
Bothell City (part)	15,090	22,000	6,910	21,117	6,027	(883)
Unincorporated	17,425	29,565	12,140	30,931	13,506	1,366
Brier MUGA	8,782	11,085	2,303	10,721	1,939	(364)
Brier City	6,480	7,790	1,310	7,280	800	(510)
Unincorporated	2,302	3,295	993	3,441	1,139	146
Edmonds MUGA	43,920	49,346	5,426	49,877	5,957	531
Edmonds City	40,360	44,880	4,520	45,570	5,210	690
Unincorporated	3,560	4,466	906	4,307	747	(159)
Everett MUGA	139,105	173,270	34,165	176,789	37,684	3,519
Everett City	99,467	123,060	23,593	124,696	25,229	1,636
Unincorporated	39,638	50,210	10,572	52,093	12,455	1,883
Lynnwood MUGA	56,172	78,117	21,945	80,313	24,141	2,196
Lynnwood City	35,230	43,782	8,552	43,094	7,864	(688)
Unincorporated	20,942	34,335	13,393	37,219	16,277	2,884
Mill Creek MUGA	49,568	72,321	22,753	75,417	25,849	3,096
Mill Creek City	14,783	16,089	1,306	16,069	1,286	(20)
Unincorporated	34,785	56,232	21,447	59,348	24,563	3,116
Mountlake Terrace MUGA	20,848	22,561	1,713	22,595	1,747	34
Mountlake Terrace City *	20,756	22,456	1,700	22,463	1,707	7
Unincorporated	92	105	13	132	40	27
Mukilteo MUGA	30,845	36,910	6,065	38,094	7,249	1,184
Mukilteo City	19,620	22,000	2,380	22,000	2,380	-
Unincorporated	11,225	14,910	3,685	16,094	4,869	1,184
Woodway MUGA	1,165	1,340	175	1,422	257	82
Woodway Town	1,165	1,170	5	1,303	138	133
Unincorporated	-	170	170	119	119	(51)
Paine Field Area	324	-	(324)			
Larch Way Overlap	2,489	4,390	1,901	5,168	2,679	778
Lake Stickney Gap	5,063	10,820	5,757	10,811	5,748	(9)
Norma Beach Gap	2,855	3,320	465	3,933	1,078	613
Silver Firs Gap	13,008	18,080	5,072	18,482	5,474	402

* NOTE : Mountlake Terrace 2006 population estimate includes a correction made by OFM in 2007 to account for for additional population mistakenly excluded in post-2000 city population estimates.

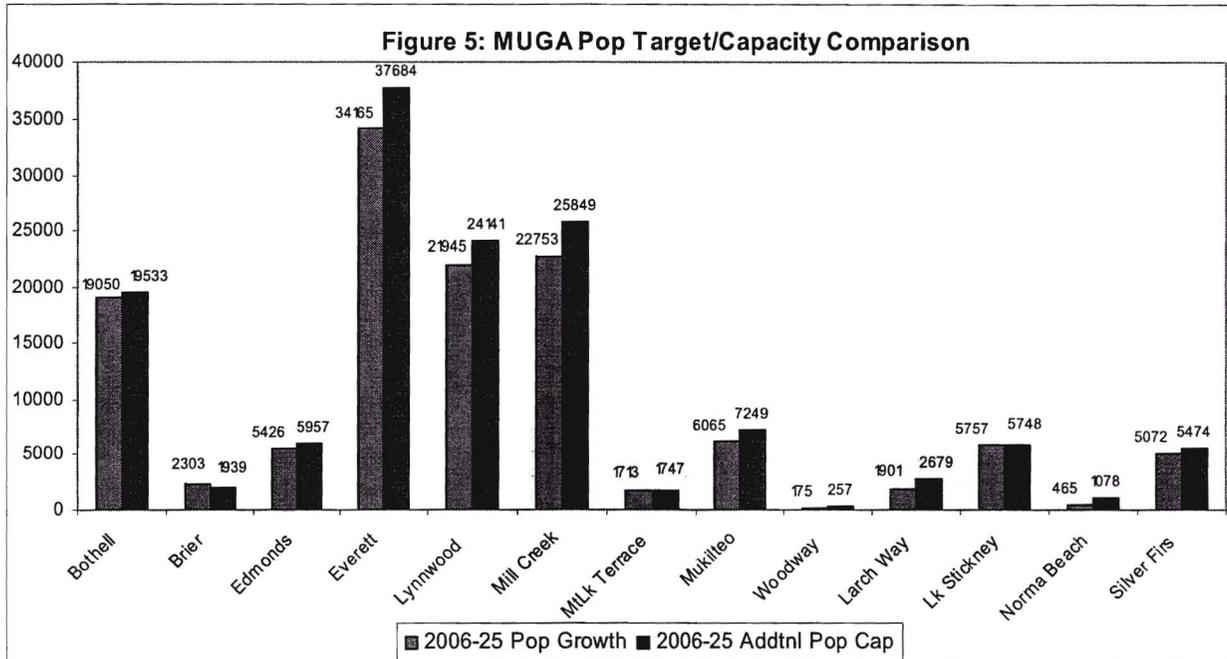
Figure 3 below depicts the relationship between the population growth targets and additional capacity at the UGA level. For the UGA as a whole, as well as for the SW County UGA and the non-SW County UGAs combined, there is adequate additional population capacity to accommodate the projected population growth to the year 2025.



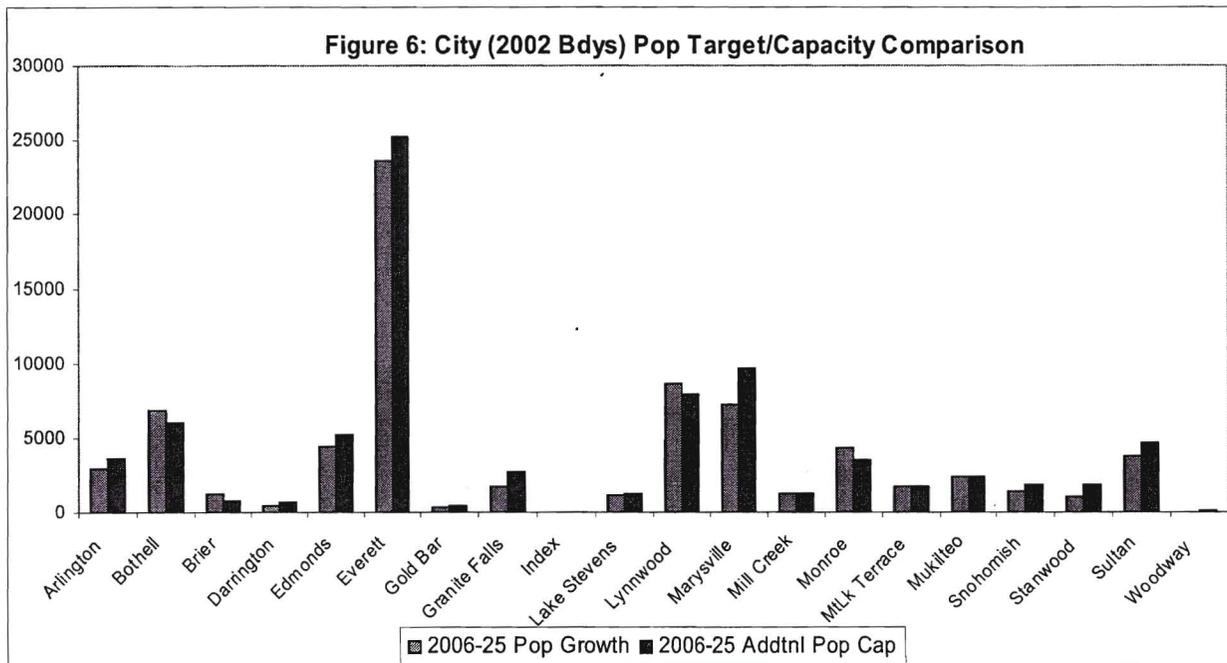
The population target and capacity comparisons are shown in Figure 4 below for individual non-SW County UGAs. In the Gold Bar and the Monroe UGAs, additional population capacity is less than the projected population growth to the year 2025.



The population target and capacity comparisons are shown in Figure 5 below for individual MUGAs (and MUGA gaps and overlaps) within the SW County UGA. This graph combines both the city and unincorporated MUGA results. In the Brier MUGA and the Lake Stickney gap area, additional population capacity is less than the projected population growth to the year 2025.



The population target and capacity comparisons are shown in Figure 6 below for individual cities (using 2002 city boundaries). In the cities of Bothell, Brier, Lynnwood, Mill Creek and Monroe, additional population capacity is less than the projected population growth to 2025.



The following figures show the breakdown of additional population capacity by housing type (single family, multi-family vs. senior apartments) and land status (pending, vacant, partially-used vs. redevelopable). The figures are shown first for the non-SW County UGAs combined, the SW County UGA, and finally the Total UGA.

Non-SW County UGAs:

Figure 7:

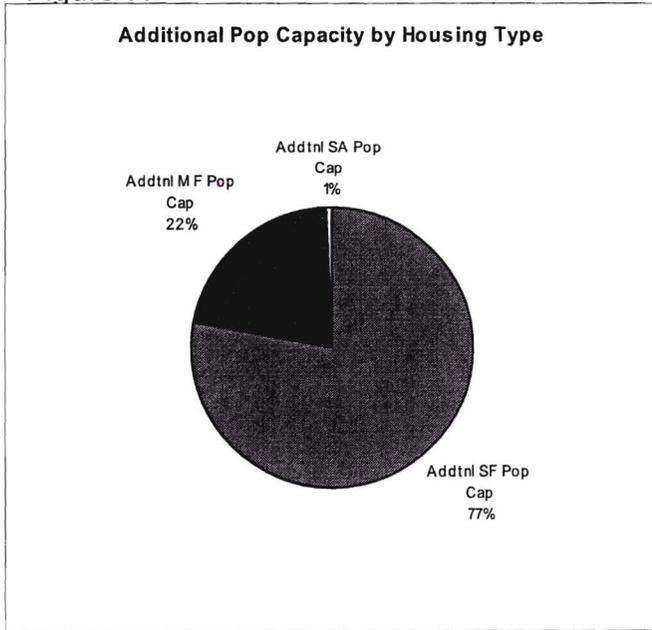
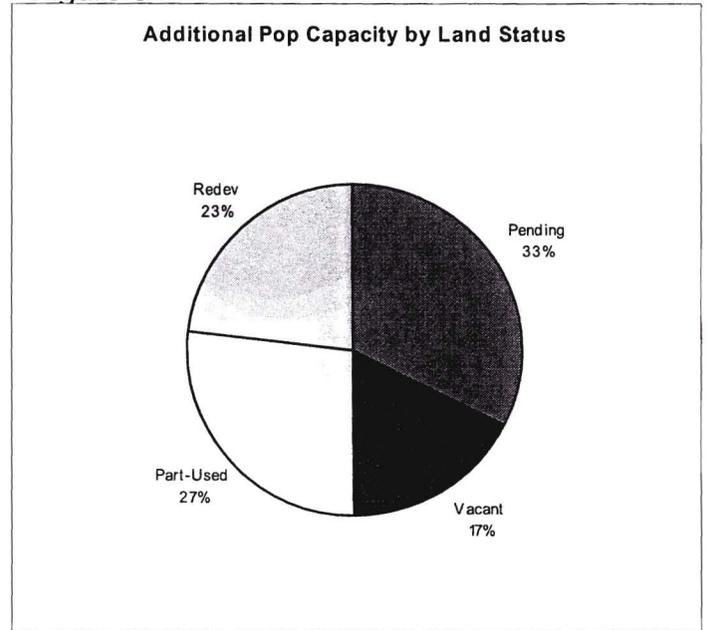


Figure 8



SW County UGA:

Figure 9

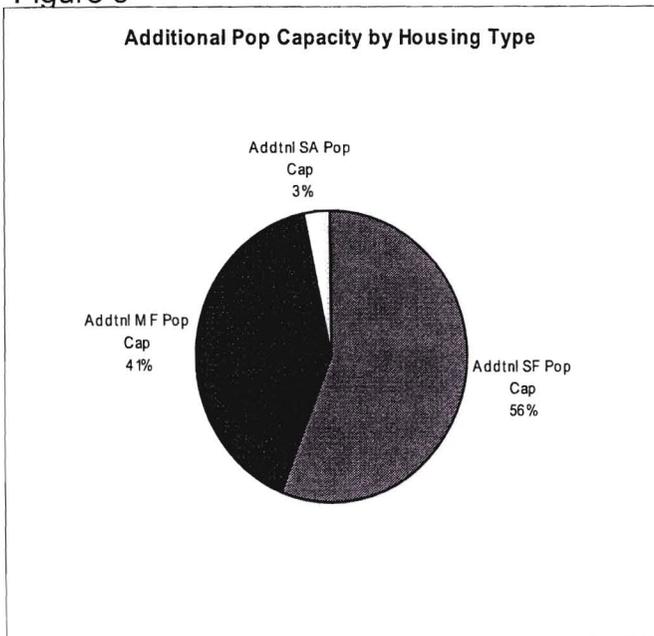
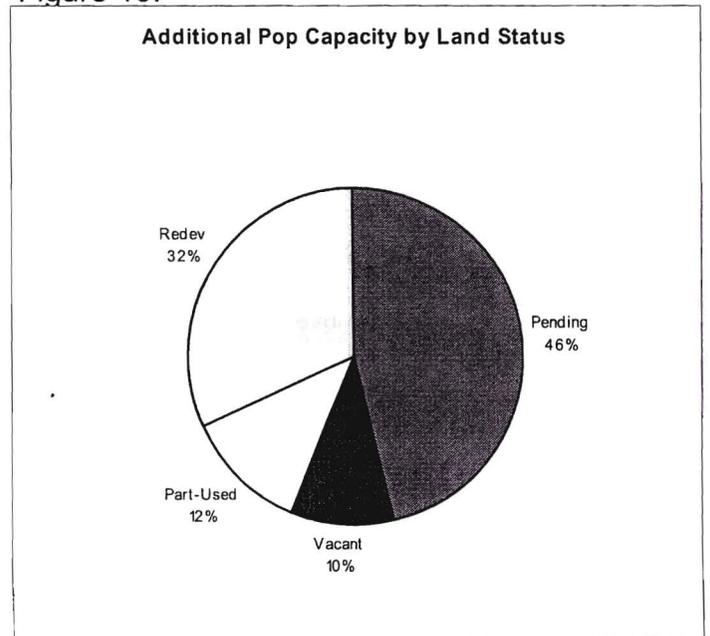


Figure 10:



Total County UGA:

Figure 11:

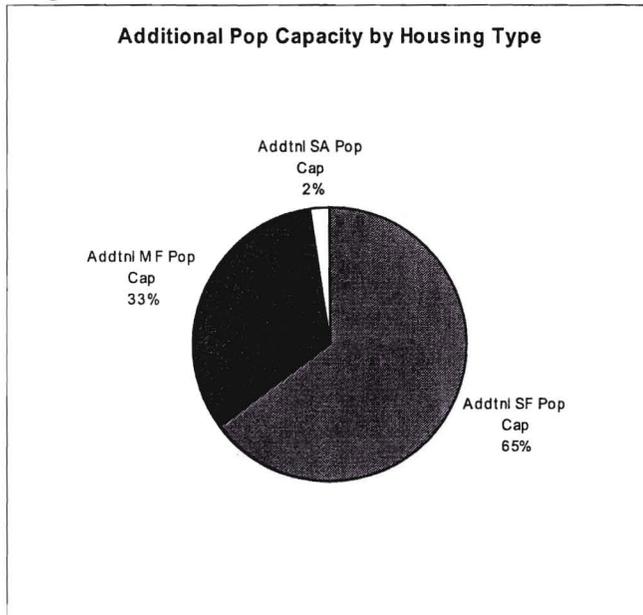


Figure 12:

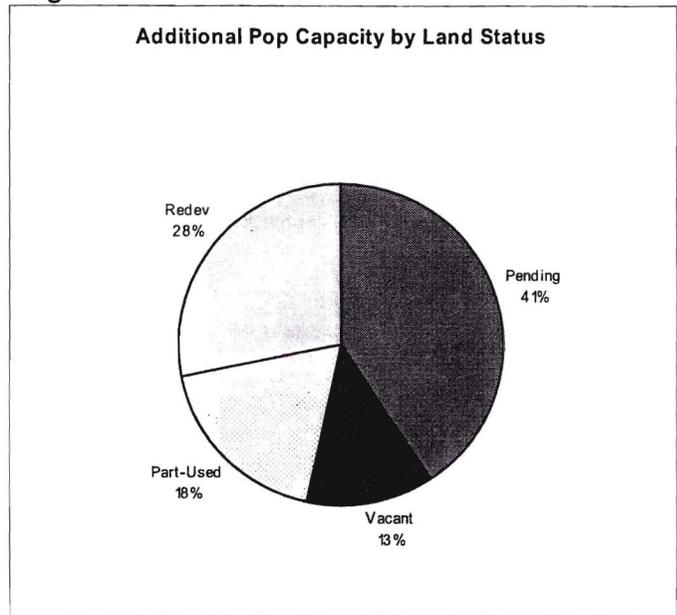


Table 3

2025 UGA Employment Targets and Capacities

(All estimates, targets and capacity comparisons below are based on 2002 city boundaries)

Area	2006 Estimated Employment	Reconciled CPP 2025 Employment Targets	2006-2025 Numeric Change	2025 Total Employment Capacity	Additional 2006-2025 Emp Capacity	Emp Capacity Surplus vs. Shortfall ()
Non-S.W. County UGA	52,174	80,628	28,454	98,625	46,451	17,997
Arlington UGA	10,200	15,360	5,160	21,647	11,447	6,287
Arlington City	9,988	14,350	4,362	19,002	9,014	4,652
Unincorporated	212	1,010	798	2,645	2,433	1,635
Darrington UGA	686	535	(151)	4,184	3,498	3,649
Darrington Town	686	415	(271)	2,661	1,975	2,246
Unincorporated	-	115	115	1,523	1,523	1,408
Gold Bar UGA	223	210	(13)	529	306	319
Gold Bar City	221	210	(11)	527	306	317
Unincorporated	2	-	(2)	2	-	2
Granite Falls UGA	1,030	2,200	1,170	2,273	1,243	73
Granite Falls City	1,029	2,109	1,080	2,241	1,212	132
Unincorporated	1	91	90	32	31	(59)
Index UGA (incorporated)	23	70	47	23	-	(47)
Lake Stevens UGA	4,695	6,615	1,920	6,351	1,656	(264)
Lake Stevens City	1,296	1,805	509	2,092	796	287
Unincorporated	3,399	4,810	1,411	4,259	860	(551)
Maltby UGA (unincorporated)	3,811	4,960	1,149	7,506	3,695	2,546
Marysville UGA	11,821	24,008	12,187	27,520	15,699	3,512
Marysville City	10,074	16,851	6,777	17,060	6,986	209
Unincorporated	1,747	7,157	5,410	10,460	8,713	3,303
Monroe UGA	9,633	12,390	2,757	13,508	3,875	1,118
Monroe City	9,214	11,800	2,586	12,853	3,639	1,053
Unincorporated	419	590	171	655	236	65
Snohomish UGA	5,442	6,730	1,288	7,143	1,701	413
Snohomish City	4,431	4,900	469	4,933	502	33
Unincorporated	1,011	1,830	819	2,210	1,199	380
Stanwood UGA	3,600	5,550	1,950	5,848	2,248	298
Stanwood City	3,368	4,790	1,422	5,036	1,668	246
Unincorporated	232	760	528	812	580	52
Sultan UGA	1,010	2,000	990	2,093	1,083	93
Sultan City	1,009	1,970	961	2,092	1,083	122
Unincorporated	1	30	29	1	-	(29)
S.W. County UGA	181,924	259,577	77,653	273,762	91,838	14,185
Incorporated S.W.	158,714	219,473	60,759	231,306	72,592	11,833
Bothell City (part)	14,862	15,840	978	18,085	3,223	2,245
Brier City	310	430	120	359	49	(71)
Edmonds City	11,648	12,190	542	14,862	3,214	2,672
Everett City	85,340	130,340	45,000	133,453	48,113	3,113
Lynnwood City	27,336	38,550	11,214	39,679	12,343	1,129
Mill Creek City	3,834	4,544	710	5,448	1,614	904
Mtlake Terrace City	7,712	8,039	327	9,099	1,387	1,060
Mukilteo City	7,608	9,450	1,842	10,257	2,649	807
Woodway Town	64	90	26	64	-	(26)
Unincorporated S.W.	23,210	40,104	16,894	42,456	19,246	2,352
UGA Total	234,098	340,205	106,107	372,387	138,289	32,182
City Total	200,053	278,743	78,690	299,826	99,773	21,083
Unincorporated UGA Total	34,045	61,462	27,417	72,561	38,516	11,099

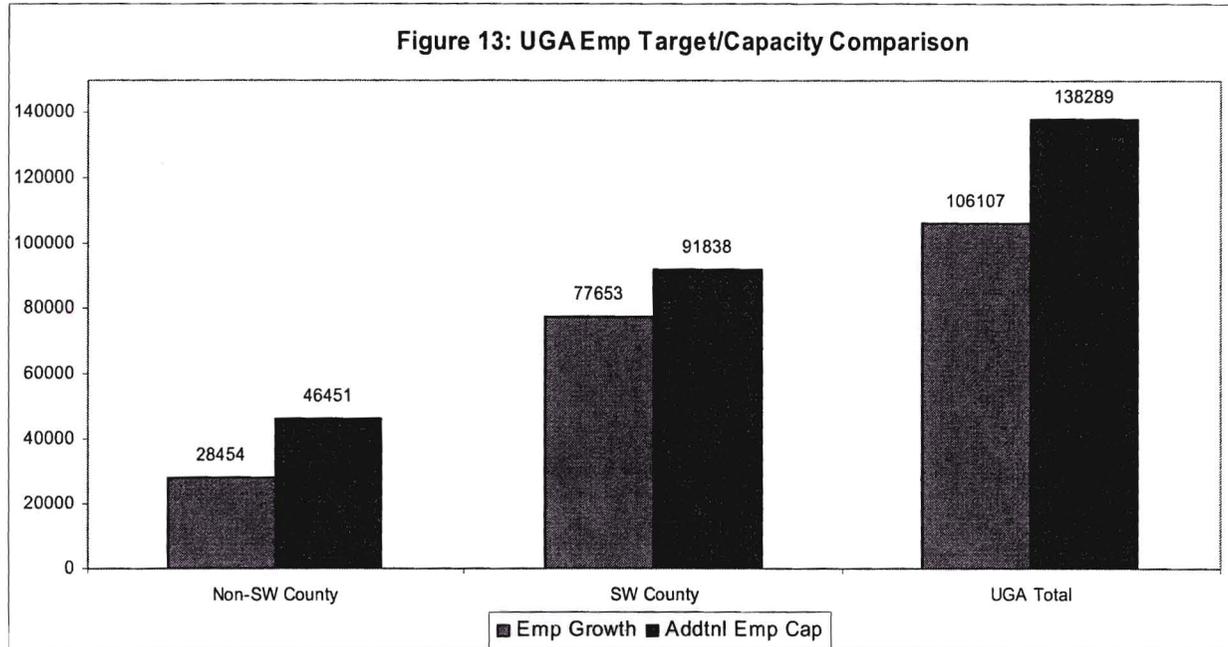
Table 4

2025 MUGA Employment Targets and Capacities

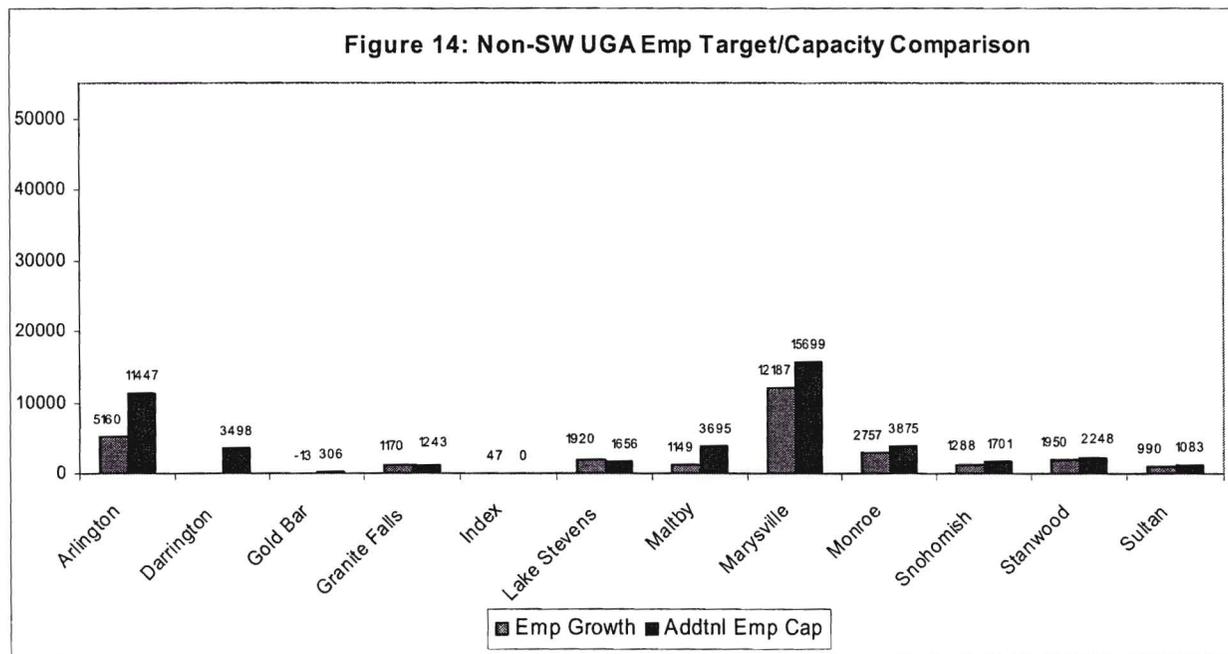
(All estimates, targets and capacity comparisons below are based on 2002 city boundaries)

Area	2006 Estimated Employment	Reconciled CPP 2025 Employment Targets	2006-2025 Numeric Change	2025 Total Employment Capacity	Additional 2006-2025 Emp Capacity	Emp Capacity Surplus vs. Shortfall ()
S.W. County UGA	181,924	259,577	77,653	273,762	91,838	14,185
Incorporated S.W. Total	158,714	219,473	60,759	231,306	72,592	11,833
Unincorporated S.W. Total	23,210	40,104	16,894	42,456	19,246	2,352
Bothell MUGA	15,995	17,380	1,385	19,459	3,464	2,079
Bothell City (part)	14,862	15,840	978	18,085	3,223	2,245
Unincorporated	1,133	1,540	407	1,374	241	(166)
Brier MUGA	431	564	133	480	49	(84)
Brier City	310	430	120	359	49	(71)
Unincorporated	121	134	13	121	-	(13)
Edmonds MUGA	11,811	12,604	793	15,047	3,236	2,443
Edmonds City	11,648	12,190	542	14,862	3,214	2,672
Unincorporated	163	414	251	185	22	(229)
Everett MUGA	91,737	136,860	45,123	141,103	49,366	4,243
Everett City	85,340	130,340	45,000	133,453	48,113	3,113
Unincorporated	6,397	6,520	123	7,650	1,253	1,130
Lynnwood MUGA	29,926	43,950	14,024	46,164	16,238	2,214
Lynnwood City	27,336	38,550	11,214	39,679	12,343	1,129
Unincorporated	2,590	5,400	2,810	6,485	3,895	1,085
Mill Creek MUGA	7,090	8,919	1,829	11,093	4,003	2,174
Mill Creek City	3,834	4,544	710	5,448	1,614	904
Unincorporated	3,256	4,375	1,119	5,645	2,389	1,270
Mountlake Terrace MUGA	7,728	8,059	331	9,191	1,463	1,132
Mountlake Terrace City	7,712	8,039	327	9,099	1,387	1,060
Unincorporated	16	20	4	92	76	72
Mukilteo MUGA	10,831	14,530	3,699	15,904	5,073	1,374
Mukilteo City	7,608	9,450	1,842	10,257	2,649	807
Unincorporated	3,223	5,080	1,857	5,647	2,424	567
Woodway MUGA	76	710	634	76	-	(634)
Woodway Town	64	90	26	64	-	(26)
Unincorporated	12	620	608	12	-	(608)
Paine Field Area	3,556	8,847	5,291	9,088	5,532	241
Larch Way Overlap	1,741	1,955	214	2,179	438	224
Lake Stickney Gap	220	660	440	386	166	(274)
Norma Beach Gap	93	90	(3)	93		3
Silver Firs Gap	676	3,424	2,748	3,486	2,810	62

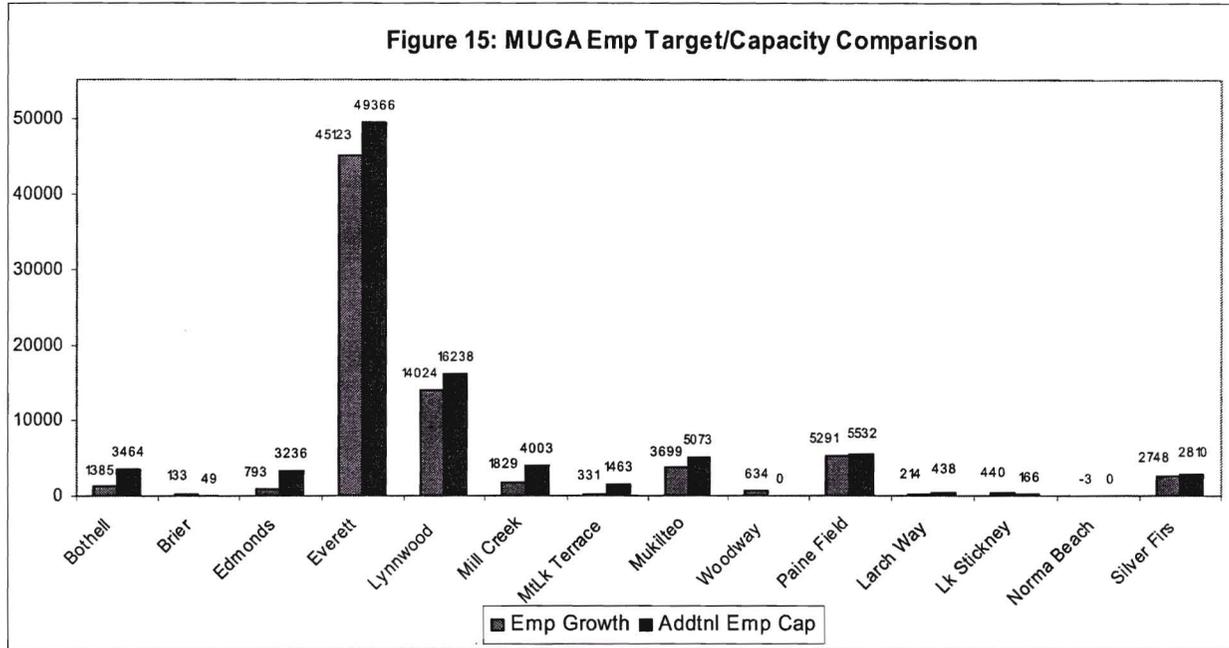
Figure 13 below depicts the relationship between the employment growth targets and additional capacity at the UGA level. For the UGA as a whole, as well as for the SW County UGA and the non-SW County UGAs combined, there is adequate additional employment capacity to accommodate the projected employment growth to the year 2025.



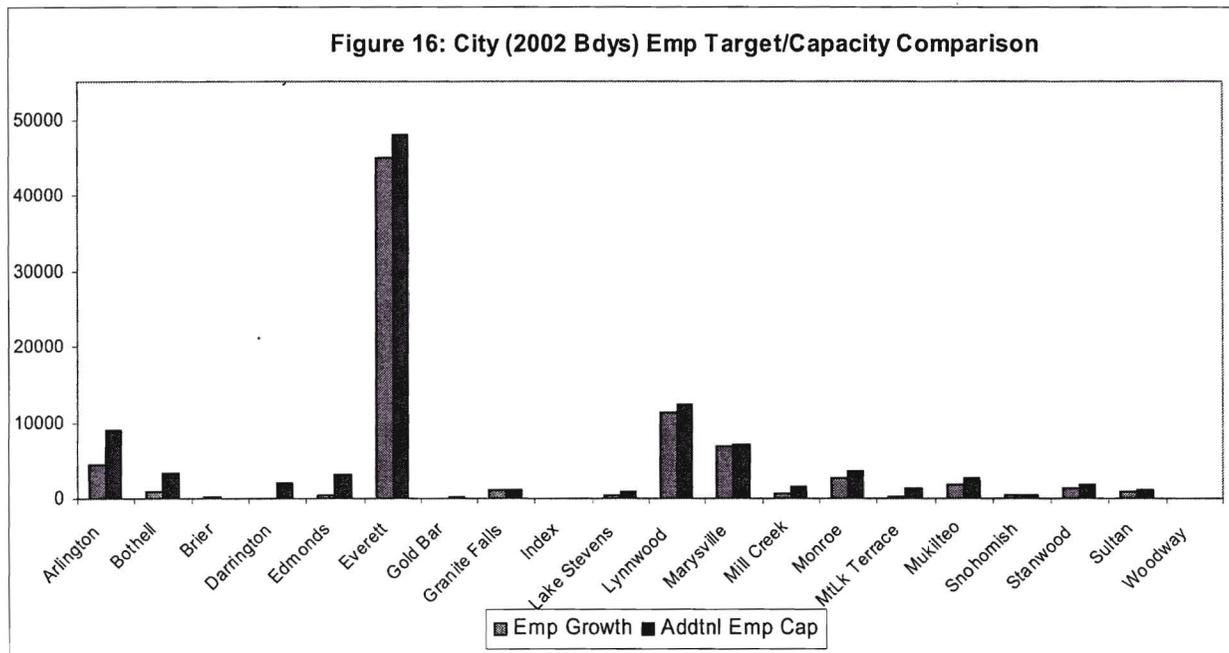
The employment target and capacity comparisons are shown in Figure 14 below for individual non-SW County UGAs. In the Index and the Lake Stevens UGAs, additional employment capacity is less than the projected employment growth to the year 2025.



The employment target and capacity comparisons are shown in Figure 15 below for individual MUGAs (and MUGA gaps and overlaps) within the SW County UGA. This graph combines both the city and unincorporated MUGA results. In the Brier and Woodway MUGAs, and in the Lake Stickney gap area, additional employment capacity is less than the projected employment growth to the year 2025.



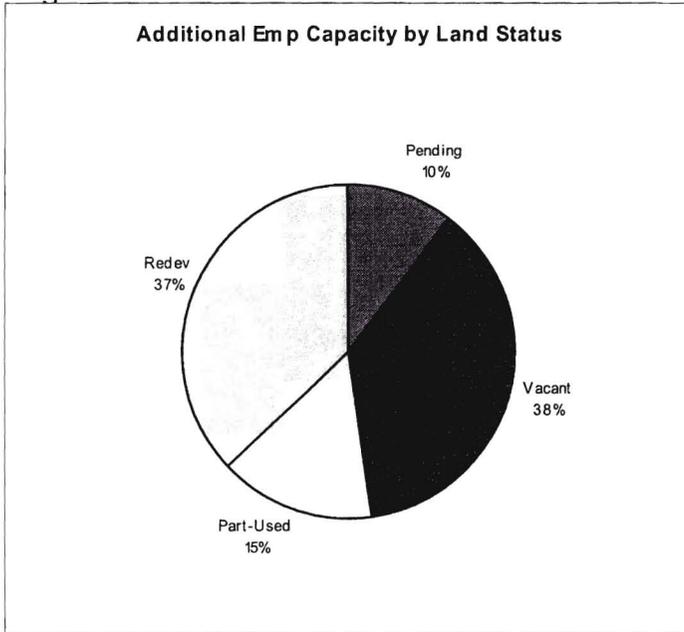
The employment target and capacity comparisons are shown in Figure 16 below for individual cities (using 2002 city boundaries). In the cities of Brier, Index and Woodway, additional employment capacity is less than the projected employment growth to 2025.



The following figures show the breakdown of additional employment capacity by land status categories (pending, vacant, partially-used vs. redevelopable). The figures are shown first for the non-SW County UGAs combined, the SW County UGA, and finally the Total UGA.

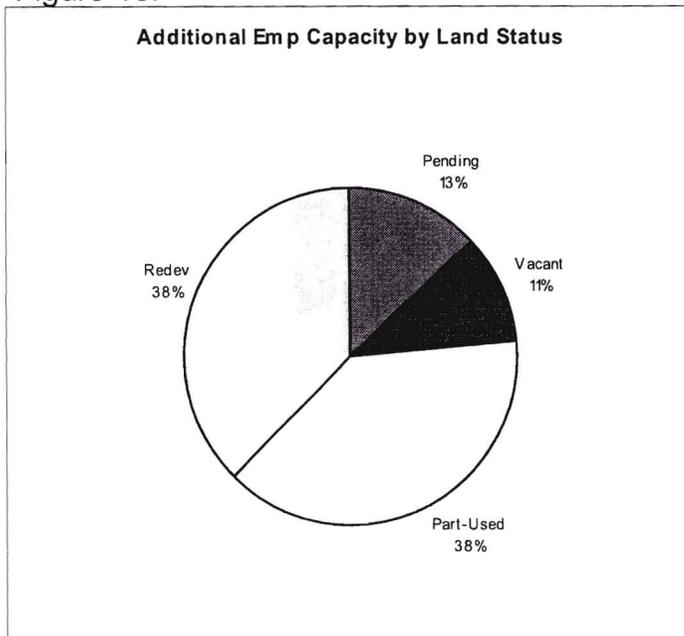
Non-SW County UGAs:

Figure 17:



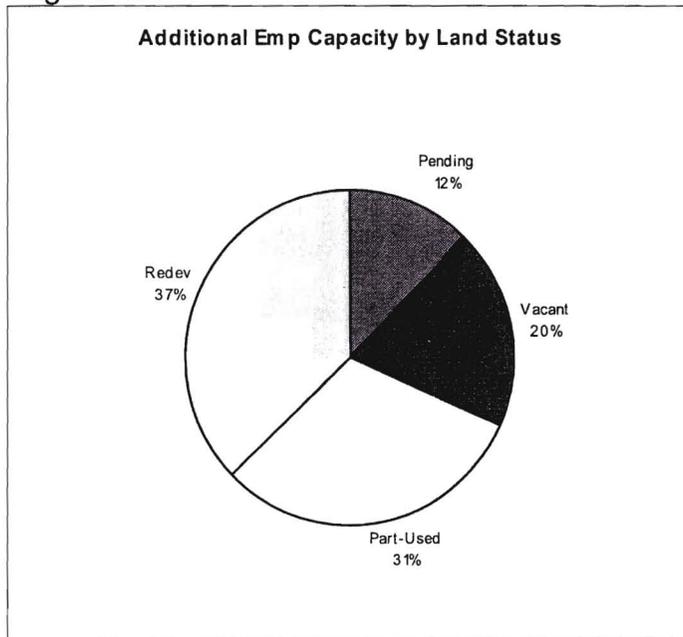
SW County UGA:

Figure 18:



Total County UGA:

Figure 19:



Marysville UGA

Table 37: Development History

Within City Zones:

1995-2005 Development by Zone				Residential Development			Non-Residential Development				
Zone	Buildable Acres Developed	% Buildable Acres Developed	Residential Dwelling Units	Housing Units/Acre in Total Zone	Buildable Density Assumed (Housing Units/Acre)	Non-Residential Construction in Square Feet	Floor Area Ratio	Estimated Total Employment	Estimated Employment per Developed Acre	Employment Density Assumed	
Single Family M (R 4.5)											
Single Family units	150.43	100%	658	4.37	4.37	-	-	-	-	-	
Single Family H (R 6.5)											
Single Family units	109.47	100%	488	4.46	4.46	-	-	-	-	-	
Single Family H-SL (R 8)											
Single Family units	0.00	0%	<i>No Data Available</i>		8.00 (Estimate)	-	-	-	-	-	
Multi-Family Low (R 12)											
Single Family units	24.98	76%	186	5.62	5.62	-	-	-	-	-	
Multi-Family units	8.09	24%	131	3.96	3.96	-	-	-	-	-	
Total	33.07	100%	317	9.58	9.58	-	-	-	-	-	
Multi-Family Med. (R 18)											
Single Family units	33.84	71%	296	6.17	6.17	-	-	-	-	-	
Multi-Family units	14.13	29%	246	5.13	5.13	-	-	-	-	-	
Total	47.97	100%	542	11.30	11.30	-	-	-	-	-	
Multi-Family High (R 28)											
Multi-Family units	4.69	100%	107	22.79	22.79	-	-	-	-	-	
General Commercial - New & Redev											
Multi-Family units	1.47	7%	28	1.32	2.17	-	-	-	-	-	
Mixed Use	1.32	6%	18	0.85	-	5,570	0.10	14	10.61	-	
Non-Residential New	18.42	87%	N/A	N/A	-	248,913	0.31	304	16.50	-	
Total	21.21	100%	46	2.17	2.17	254,483	0.28	318	14.99	14.99	
General Commercial -Infill											
Non-Residential Infill	3.69	100%	N/A	N/A	-	27,570	0.17	47	12.65	12.65	
Downtown Commercial - New & Redev											
Mixed Use	1.35	47%	11	3.81	3.81	12,002	0.20	31	23.13	-	
Non-Residential New	1.54	53%	N/A	N/A	-	23,476	0.35	62	40.54	-	
Total	2.89	100%	11	3.81	3.81	35,478	0.28	93	32.40	32.40	
Downtown Commercial - Infill											
Non-Residential Infill	4.05	100%	N/A	N/A	-	56,345	0.32	86	21.31	21.31	
Community Business - New & Redev											
Mixed Use	0.61	1%	2	0.04	0.04	8,071	0.30	21	34.43	-	
Non-Residential New	49.40	99%	N/A	N/A	-	453,985	0.21	907	18.36	-	
Total	50.01	100%	2	0.04	0.04	462,056	0.21	928	18.56	18.56	
Community Business - Infill											
Non-Residential Infill	2.95	100%	N/A	N/A	-	50,762	0.40	88	30.05	30.32 (See Note 1)	

Marysville UGA cont.

1995-2005 Development by Zone				Residential Development			Non-Residential Development				
Zone	Buildable Acres Developed	% Buildable Acres Developed	Residential Dwelling Units	Housing Units/Acre in Total Zone	Buildable Density Assumed (Housing Units/Acre)	Non-Residential Construction in Square Feet	Floor Area Ratio	Estimated Total Employment	Estimated Employment per Developed Acre	Employment Density Assumed	
Mixed Use											
Multi-Family units	4.39	59%	80	10.83	17.14 (See Note 2)	-	-	-	-		
Mixed Use	0.59	8%	11	1.49		7,169	0.28	13	22.03		
Non-Residential	2.41	33%	N/A	N/A	-	23,493	0.22	55	22.82		
Total	7.39	100%	91	12.31	17.14 (See Note 2)	30,662	0.10	68	9.20	0.00 (See Note 2)	
Neighborhood Business - New & Redev											
Non-Residential New	0.00	0%	N/A	N/A	-	No Data Available				18.56 (Estimate)	
Neighborhood Business - Infill											
Non-Residential Infill	0.00	0%	N/A	N/A	-	No Data Available				30.33 (Estimate)	
Light Industrial - New & Redev											
Non-Residential New	50.94	100%	N/A	N/A	-	447,711	0.20	652	12.79	12.79	
Light Industrial - Infill											
Non-Residential Infill	6.51	100%	N/A	N/A	-	51,530	0.18	102	15.63	15.63	
General Industrial											
Non-Residential	2.47	100%	N/A	N/A	-	31,717	0.29	63	25.25	25.23 (See Note 1)	

Within Unincorporated Designations:

1995-2005 Development by FLU Designation				Residential Development			Non-Residential Development				
Zone	Buildable Acres Developed	% Buildable Acres Developed	Residential Dwelling Units	Housing Units/Acre in Total Zone	Buildable Density Assumed (Housing Units/Acre)	Non-Residential Construction in Square Feet	Floor Area Ratio	Estimated Total Employment	Estimated Employment per Developed Acre	Employment Density Assumed	
ULDR (2000-2005 Sample)											
Single Family units	73.20	100%	327	4.47	4.47	-	-	-	-	-	
UMDR											
Single Family units	17.54	100%	101	5.76	3.82 (See Note 3)	-	-	-	-	-	
Multi-Family units	0.00	0%	No Data Available		6.47 (See Note 3)	-	-	-	-	-	
Total	17.54	100%	101	5.76	10.29 (See Note 3)	-	-	-	-	-	
UHDR											
Single Family units	0.00	0%	No Data Available		4.50 (Estimate)	-	-	-	-	-	
Multi-Family units	0.00	0%	No Data Available		11.50 (Estimate)	-	-	-	-	-	
Senior Apartment units	0.00	0%	No Data Available		0.56 (Estimate)	-	-	-	-	-	
Total	0.00	0%	No Data Available		16.56 (Estimate)	-	-	-	-	-	
Urban Industrial											
Non-Residential	46.40	100%	N/A	N/A	-	193,506	0.10	401	8.64	16.90 (See Note 4)	

- Notes: 1 - Some differences between development history and density assumed occur because of rounding.
- 2 - The forecasted residential density is higher than the development history to counterbalance the assumption of no new employment in this zone.
- 3 - Densities follow unincorporated Lake Stevens densities due to a small number of actual projects in the Marysville UGA.
- 4 - Densities follow Maltby densities due to a small number of actual projects in Marysville UGA.

Additional Population Capacity by UGA/MUGA

Table 38: Marysville UGA			Acres				Implied Density				Additional Housing Unit Capacity (before reductions)				Additional Housing Unit Capacity (after reductions)				Additional Population Capacity				
Jurisdiction	Land Status	Zoning/FLU	Total	Unbuildable	Buildable	Surplus	SF	MF	Sr. Apts.	Total	SF	MF	Sr. Apts.	Total	SF	MF	Sr. Apts.	Total	SF	MF	Sr. Apts.	Total	
CITY02	(1) PENDING	Marys_GC	27.77	6.88	20.90	0.00	12.25	0.00	0.00	12.25	256	0	0	256	256	0	0	256	713	0	0	713	
		Marys_MU	1.08	0.00	1.08	0.00	-0.93	11.15	0.00	10.22	-1	12	0	11	-1	12	0	11	-3	22	0	19	
		Marys_R18MFM	41.52	3.82	37.71	0.00	8.43	0.00	0.00	8.43	318	0	0	318	318	0	0	318	885	0	0	885	
		Marys_R28MFH	0.67	0.00	0.67	0.00	-1.50	28.49	0.00	26.99	-1	19	0	18	-1	19	0	18	-3	35	0	32	
		Marys_R4.5SFM	109.40	34.47	74.93	0.00	6.02	0.00	0.59	6.61	451	0	44	495	451	0	44	495	1256	0	52	1307	
		Marys_R6.5SFH	32.14	8.15	23.99	0.00	6.88	0.00	0.00	6.88	165	0	0	165	165	0	0	165	459	0	0	459	
		Marys_R8SFH-SL	0.38	0.00	0.38	0.00	7.98	0.00	0.00	7.98	3	0	0	3	3	0	0	3	8	0	0	8	
		Sum	212.95	53.31	159.64	0.00	7.46	0.19	0.28	7.93	1191	31	44	1266	1191	31	44	1266	3316	57	52	3425	
		(2) VACANT	Marys_DC	2.16	0.00	2.16	0.00	0.46	3.25	0.00	3.71	1	7	0	8	1	6	0	6	2	10	0	13
			Marys_GC	108.29	23.09	85.20	0.00	0.00	2.07	0.00	2.07	0	176	0	176	0	142	0	142	0	262	0	262
Marys_MU	15.13		0.81	14.32	0.00	0.00	16.97	0.00	16.97	0	243	0	243	0	196	0	196	0	361	0	361		
Marys_R12MFL	0.95		0.00	0.95	0.00	5.25	3.15	0.00	8.40	5	3	0	8	4	2	0	6	11	4	0	16		
Marys_R18MFM	33.92		13.07	20.85	0.00	6.04	4.99	0.00	11.03	126	104	0	230	102	84	0	186	283	155	0	438		
Marys_R28MFH	0.93		0.00	0.93	0.00	0.00	21.62	0.00	21.62	0	20	0	20	0	16	0	16	0	30	0	30		
Marys_R4.5SFM	36.46		21.11	15.35	0.00	4.30	0.00	0.00	4.30	66	0	0	66	53	0	0	53	148	0	0	148		
Marys_R6.5SFH	14.84		3.05	11.78	0.00	4.41	0.00	0.00	4.41	52	0	0	52	42	0	0	42	117	0	0	117		
Marys_R8SFH-SL	0.41		0.00	0.41	0.00	4.89	0.00	0.00	4.89	2	0	0	2	2	0	0	2	4	0	0	4		
Sum	213.07		61.12	151.95	0.00	1.66	3.64	0.00	5.30	252	553	0	805	203	447	0	650	567	822	0	1388		
(3) PARTUSE	Marys_GC	2.57	0.00	2.57	2.01	0.00	1.99	0.00	1.99	0	4	0	4	0	3	0	3	0	5	0	5		
	Marys_MU	10.92	0.48	10.44	8.65	0.00	16.87	0.00	16.87	0	146	0	146	0	97	0	97	0	179	0	179		
	Marys_R12MFL	1.53	0.00	1.53	0.74	4.08	1.36	0.00	5.44	3	1	0	4	2	1	0	3	6	1	0	7		
	Marys_R18MFM	7.96	1.89	6.07	4.04	5.44	3.46	0.00	8.90	22	14	0	36	15	9	0	24	41	17	0	58		
	Marys_R28MFH	2.24	0.00	2.24	0.65	0.00	17.05	0.00	17.05	0	11	0	11	0	7	0	7	0	13	0	13		
	Marys_R4.5SFM	182.37	59.28	123.09	102.87	4.00	0.00	0.00	4.00	411	0	0	411	273	0	0	273	761	0	0	761		
	Marys_R6.5SFH	76.73	9.29	67.44	53.57	3.99	0.00	0.00	3.99	214	0	0	214	142	0	0	142	396	0	0	396		
	Marys_R8SFH-SL	2.78	0.00	2.78	1.28	5.49	0.00	0.00	5.49	7	0	0	7	5	0	0	5	13	0	0	13		
	Sum	287.11	70.94	216.17	173.80	3.78	1.01	0.00	4.79	657	176	0	833	437	117	0	554	1216	215	0	1432		
	(4) REDEV	Marys_DC	13.28	0.00	13.28	0.00	0.00	3.09	0.00	3.09	0	41	0	41	0	27	0	27	0	50	0	50	
Marys_GC		97.17	14.18	82.99	0.00	-0.08	1.95	0.00	1.87	-7	162	0	155	-5	108	0	103	-13	198	0	185		
Marys_MU		113.52	29.91	83.61	0.00	-1.44	16.02	0.00	14.58	-120	1339	0	1219	-80	890	0	811	-222	1638	0	1416		
Marys_R12MFL		10.79	0.00	10.79	0.00	3.71	2.78	0.00	6.49	40	30	0	70	27	20	0	47	74	37	0	111		
Marys_R18MFM		25.22	0.08	25.14	0.00	3.06	4.34	0.00	7.40	77	109	0	186	51	72	0	124	143	133	0	276		
Marys_R28MFH		17.08	0.32	16.77	0.00	-2.92	21.23	0.00	18.31	-49	356	0	307	-33	237	0	204	-91	436	0	345		
Marys_R4.5SFM		103.16	35.90	67.26	0.00	3.76	0.00	0.00	3.76	253	0	0	253	168	0	0	168	468	0	0	468		
Marys_R6.5SFH		85.71	24.18	61.53	0.00	3.84	0.00	0.00	3.84	236	0	0	236	157	0	0	157	437	0	0	437		
Marys_R8SFH-SL		5.20	0.00	5.20	0.00	4.23	0.00	0.00	4.23	22	0	0	22	15	0	0	15	41	0	0	41		
Sum		471.11	104.56	366.55	0.00	1.23	5.56	0.00	6.79	452	2037	0	2489	301	1355	0	1655	837	2492	0	3329		
City '02 Sum			1184.24	289.93	894.31	173.80	3.00	3.28	0.05	6.33	2552	2797	44	5393	2132	1949	44	4125	5935	3587	52	9574	
CITY07	(1) PENDING	Marys_R12MFL	0.64	0.34	0.30	0.00	23.26	0.00	0.00	23.26	7	0	0	7	7	0	0	7	19	0	0	19	
		Marys_R18MFM	0.82	0.00	0.82	0.00	11.03	0.00	0.00	11.03	9	0	0	9	9	0	0	9	25	0	0	25	
		Marys_R4.5SFM	43.04	1.94	41.10	0.00	4.33	0.00	0.00	4.33	178	0	0	178	178	0	0	178	496	0	0	496	
		Marys_R6.5SFH	332.06	121.13	210.93	0.00	6.50	0.00	0.00	6.50	1372	0	0	1372	1372	0	0	1372	3820	0	0	3820	
		Sum	376.55	123.41	253.15	0.00	6.19	0.00	0.00	6.19	1566	0	0	1566	1566	0	0	1566	4360	0	0	4360	
		(2) VACANT	Marys_GC	29.21	9.88	19.33	0.00	0.00	2.07	0.00	2.07	0	40	0	40	0	32	0	32	0	59	0	59
			Marys_MU	12.57	3.33	9.24	0.00	0.00	16.77	0.00	16.77	0	155	0	155	0	125	0	125	0	230	0	230
			Marys_R12MFL	143.81	33.13	110.68	0.00	5.57	3.90	0.00	9.47	616	432	0	1048	497	349	0	846	1385	642	0	2027
			Marys_R4.5SFM	13.83	1.39	12.45	0.00	4.10	0.00	0.00	4.10	51	0	0	51	41	0	0	41	115	0	0	115
			Marys_R6.5SFH	78.91	32.37	46.54	0.00	4.21	0.00	0.00	4.21	196	0	0	196	158	0	0	158	441	0	0	441
Marys_R8SFH-SL	10.98		0.00	10.98	0.00	7.83	0.00	0.00	7.83	86	0	0	86	69	0	0	69	193	0	0	193		
Sum	289.31	80.09	209.22	0.00	4.54	3.00	0.00	7.53	949	627	0	1576	766	506	0	1273	2133	932	0	3065			
(3) PARTUSE	Marys_MU	65.50	12.30	53.20	47.11	0.00	16.81	0.00	16.81	0	792	0	792	0	527	0	527	0	969	0	969		
	Marys_R12MFL	80.78	3.28	77.50	68.55	5.31	3.68	0.00	8.99	364	252	0	616	242	168	0	410	674	308	0	982		
	Marys_R18MFM	6.13	0.70	5.43	4.93	5.68	4.67	0.00	10.35	28	23	0	51	19	15	0	34	52	28	0	80		
	Marys_R4.5SFM	227.34	78.93	148.41	131.67	4.04	0.00	0.00	4.04	532	0	0	532	354	0	0	354	985	0	0	985		
	Marys_R6.5SFH	364.35	74.69	289.66	259.45	4.20	0.00	0.00	4.20	1090	0	0	1090	725	0	0	725	2018	0	0	2018		
	Marys_R8SFH-SL	83.52	4.36	79.16	73.13	7.82	0.00	0.00	7.82	572	0	0	572	380	0	0	380	1059	0	0	1059		
Sum	827.62	174.25	653.37	584.84	4.42	1.82	0.00	6.25	2586	1067	0	3653	1720	710	0	2429	4788	1306	0	6093			

Additional Population Capacity by UGA/MUGA

Marysville UGA cont.			Acres				Implied Density				Additional Housing Unit Capacity (before reductions)				Additional Housing Unit Capacity (after reductions)				Additional Population Capacity			
Jurisdiction	Land Status	Zoning/FLU	Total	Unbuildable	Buildable	Surplus	SF	MF	Sr. Apts.	Total	SF	MF	Sr. Apts.	Total	SF	MF	Sr. Apts.	Total	SF	MF	Sr. Apts.	Total
UNINC	(4) REDEV	Marys_GC	60.82	6.19	54.63	0.00	-0.15	2.09	0.00	1.94	-8	114	0	106	-5	76	0	70	-15	139	0	125
		Marys_MU	80.49	7.66	72.83	0.00	-0.26	16.98	0.00	16.72	-19	1237	0	1218	-13	823	0	810	-35	1514	0	1478
		Marys_R12MFL	63.86	0.46	63.40	0.00	5.17	3.85	0.00	9.02	328	244	0	572	218	162	0	380	607	299	0	906
		Marys_R18MFM	29.80	6.05	23.75	0.00	5.39	4.88	0.00	10.27	128	116	0	244	85	77	0	162	237	142	0	379
		Marys_R4.5SFM	72.23	23.77	48.46	0.00	3.86	0.00	0.00	3.86	187	0	0	187	124	0	0	124	346	0	0	346
		Marys_R6.5SFH	108.76	25.91	82.84	0.00	3.86	0.00	0.00	3.86	320	0	0	320	213	0	0	213	592	0	0	592
		Marys_R8SFH-SL	102.94	16.73	86.21	0.00	7.76	0.00	0.00	7.76	669	0	0	669	445	0	0	445	1239	0	0	1239
		Sum	518.90	86.77	432.13	0.00	3.71	3.96	0.00	7.67	1605	1711	0	3316	1067	1138	0	2205	2971	2094	0	5065
	City '07 Sum	2012.38	464.51	1547.87	584.84	4.53	2.30	0.00	6.83	6706	3405	0	10111	5119	2354	0	7473	14252	4331	0	18583	
	(1) PENDING	Uninc_Marys_UHDR	0.81	0.00	0.81	0.00	12.41	0.00	0.00	12.41	10	0	0	10	10	0	0	10	28	0	0	28
		Uninc_Marys_ULDR	162.46	31.69	130.78	0.00	5.20	0.00	0.00	5.20	680	0	0	680	680	0	0	680	1893	0	0	1893
		Uninc_Marys_UMDR	4.85	2.93	1.92	0.00	26.00	0.00	0.00	26.00	50	0	0	50	50	0	0	50	139	0	0	139
	Sum	168.11	34.61	133.50	0.00	5.54	0.00	0.00	5.54	740	0	0	740	740	0	0	740	2060	0	0	2060	
	(2) VACANT	Uninc_Marys_ULDR	76.42	26.96	49.46	0.00	4.35	0.00	0.00	4.35	215	0	0	215	174	0	0	174	483	0	0	483
		Uninc_Marys_UMDR	0.24	0.00	0.24	0.00	0.00	4.18	0.00	4.18	0	1	0	1	0	1	0	1	0	1	0	1
		Sum	76.66	26.96	49.70	0.00	4.33	0.02	0.00	4.35	215	1	0	216	174	1	0	174	483	1	0	485
	(3) PARTUSE	Uninc_Marys_UHDR	14.03	0.00	14.03	9.11	3.18	9.99	0.11	13.28	29	91	1	121	19	61	1	80	54	111	1	166
		Uninc_Marys_ULDR	278.28	52.62	225.66	171.15	3.88	0.00	0.00	3.88	664	0	0	664	442	0	0	442	1229	0	0	1229
		Uninc_Marys_UMDR	16.13	1.06	15.06	12.49	3.36	6.01	0.00	9.37	42	75	0	117	28	50	0	78	78	92	0	170
		Sum	308.43	53.68	254.75	192.74	3.81	0.86	0.01	4.68	735	166	1	902	489	110	1	600	1361	203	1	1565
(4) REDEV	Uninc_Marys_UHDR	7.48	0.00	7.48	0.00	1.87	10.02	0.00	11.89	14	75	0	89	9	50	0	59	26	92	0	118	
	Uninc_Marys_ULDR	99.71	23.44	76.27	0.00	3.46	0.00	0.00	3.46	264	0	0	264	176	0	0	176	489	0	0	489	
	Uninc_Marys_UMDR	10.70	1.33	9.38	0.00	3.09	6.19	0.00	9.28	29	58	0	87	19	39	0	58	54	71	0	125	
	Sum	117.90	24.77	93.13	0.00	3.30	1.43	0.00	4.72	307	133	0	440	204	88	0	293	568	163	0	731	
Uninc Sum	671.10	140.02	531.08	192.74	4.26	0.64	0.00	4.90	1997	300	1	2298	1607	200	1	1807	4473	367	1	4841		
UGA Sum	3867.71	894.46	2973.25	951.38	4.02	2.32	0.02	6.36	11255	6502	45	17802	8858	4503	45	13405	24660	8285	53	32997		

Snohomish County Tomorrow 2007 Buildable Lands Report

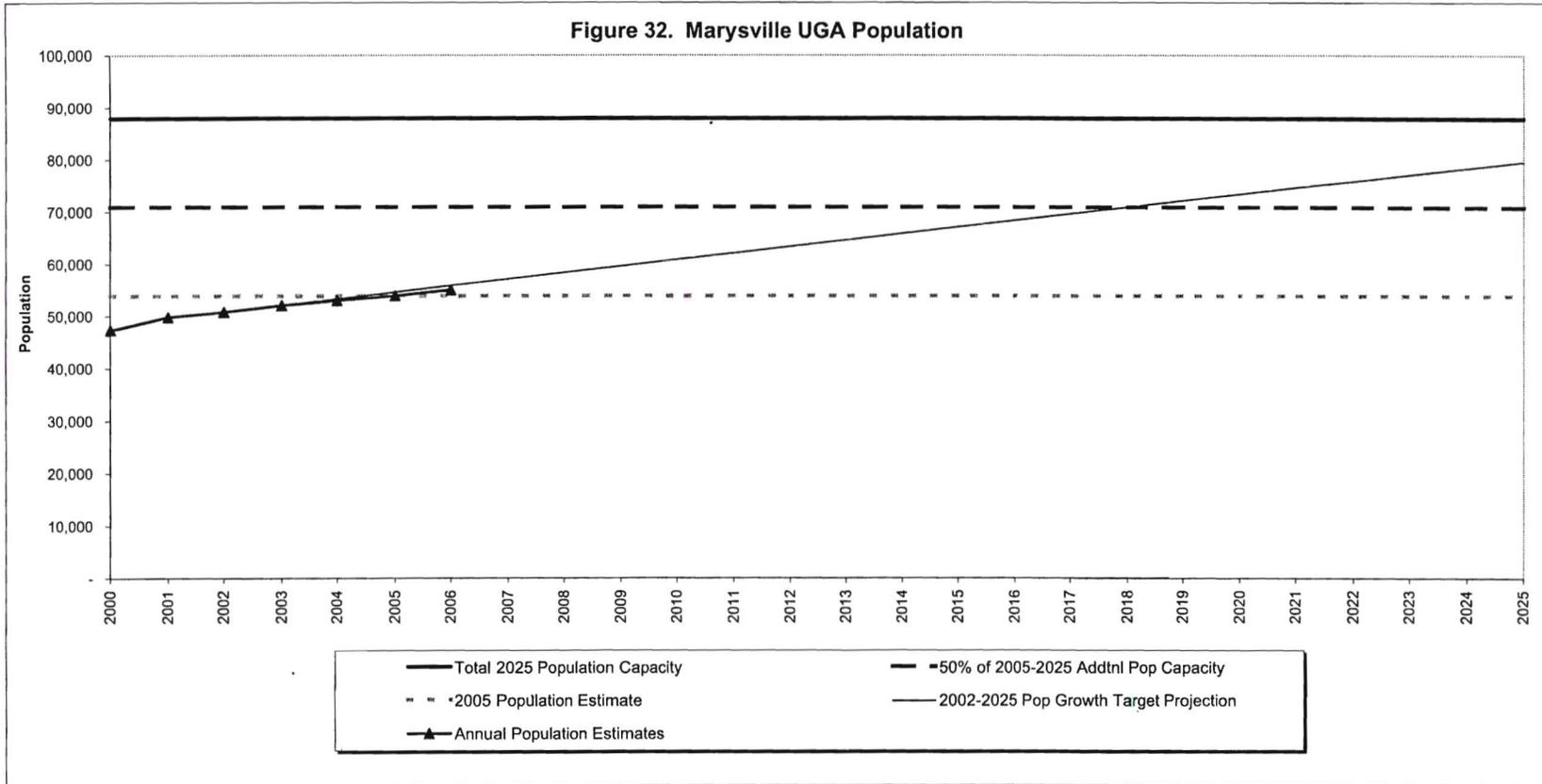


Table 39. Marysville UGA Population Statistics

	(A) Population Estimates						(B)	(C)	(D)	(E)	(F)		
	2000	2001	2002	2003	2004	2005	2006	2005-06 Numeric Change = (B) - (A)	2025 Reconciled CPP Pop Target	2005-25 Numeric Change = (D) - (A)	Total 2025 Pop Cap	2005-25 Addtl Pop Cap = (E) - (A)	2005-06 Change as % of 2005-25 Addtl Pop Cap = (C) / (F) * 100
Marysville UGA	47,424	49,847	50,828	52,089	52,978	53,926	55,034	1,108	79,800	25,874	88,032	34,106	3.2%

Additional Employment Capacity by UGA/MUGA

Table 40: Marysville UGA			Acres				Implied Density	Additional Employment Capacity	
Jurisdiction	Land Status	Zoning/FLU	Total	Unbuildable	Buildable	Surplus	Employees/Acre	Before Reductions	After Reductions
CITY02	(1) PENDING	Marys_CB	22.90	1.21	21.69	0.00	19.64	426	426
		Marys_GC	0.23	0.23	0.00	0.00	N/A	3	3
		Marys_LI	1.14	0.00	1.14	0.00	43.71	50	50
		Marys_MU	0.51	0.00	0.51	0.00	37.18	19	19
		Sum	24.79	1.44	23.35	0.00	21.33	498	498
	(2) VACANT	Marys_CB	1.77	0.00	1.77	0.00	18.09	32	26
		Marys_DC	2.16	0.00	2.16	0.00	32.00	69	56
		Marys_GC	109.98	23.09	86.89	0.00	14.92	1296	1047
		Marys_GI	0.80	0.04	0.76	0.00	23.65	18	15
		Marys_LI	212.44	46.49	165.96	0.00	12.82	2127	1718
		Marys_NB	5.60	2.66	2.95	0.00	18.66	55	44
		Sum	332.75	72.27	260.48	0.00	13.81	3597	2905
	(3) PARTUSE	Marys_CB	21.39	0.94	20.44	11.23	30.46	342	227
		Marys_DC	9.22	1.95	7.27	2.35	20.88	49	33
		Marys_GC	19.74	0.90	18.84	13.37	12.64	169	112
		Marys_LI	94.21	13.88	80.34	33.82	15.52	525	349
		Sum	144.56	17.67	126.89	60.76	17.86	1085	722
	(4) REDEV	Marys_CB	65.60	2.13	63.47	0.00	17.20	1092	726
		Marys_DC	20.34	0.00	20.34	0.00	21.14	430	286
		Marys_GC	99.32	12.13	87.20	0.00	11.65	1016	676
Marys_GI		2.65	1.72	0.93	0.00	18.32	17	11	
Marys_LI		196.11	37.03	159.08	0.00	10.94	1741	1158	
Marys_NB		0.46	0.00	0.46	0.00	17.39	8	5	
Sum		384.47	53.00	331.47	0.00	12.98	4304	2862	
City 2002 Subtotal			886.57	144.38	742.19	60.76	14.03	9484	6986
CITY07	(1) PENDING	Marys_GC	26.67	2.28	24.39	0.00	16.97	414	414
		Sum	26.67	2.28	24.39	0.00	16.97	414	414
	(2) VACANT	Marys_CB	43.20	15.77	27.43	0.00	18.48	507	409
		Marys_GC	29.21	9.88	19.33	0.00	15.10	292	236
		Sum	72.41	25.65	46.76	0.00	17.09	799	645

Additional Employment Capacity by UGA/MUGA

Marysville UGA cont.			Acres				Implied Density	Additional Employment Capacity		
Jurisdiction	Land Status	Zoning/FLU	Total	Unbuildable	Buildable	Surplus	Employees/Acre	Before Reductions	After Reductions	
	(3) PARTUSE	Marys_CB	33.04	8.71	24.32	21.35	30.35	648	431	
		Marys_GC	1.11	0.00	1.11	0.09	22.22	2	1	
		Marys_LI	3.53	3.25	0.27	0.27	11.28	3	2	
		Marys_NB	0.42	0.00	0.42	0.04	24.39	1	1	
		Sum	38.10	11.97	26.13	21.75	30.07	654	435	
	(4) REDEV	Marys_CB	39.05	10.59	28.46	0.00	18.55	528	351	
		Marys_GC	60.82	6.19	54.63	0.00	15.05	822	547	
		Sum	99.87	16.77	83.09	0.00	16.25	1350	898	
	City 2007 Subtotal			237.05	56.67	180.38	21.75	18.28	3217	2392
	UNINC	(2) VACANT	Uninc_Marys_UI	199.67	28.85	170.83	0.00	16.89	2885	2330
Sum			199.67	28.85	170.83	0.00	16.89	2885	2330	
(3) PARTUSE		Uninc_Marys_UI	322.65	78.35	244.30	243.61	16.89	4115	2736	
		Sum	322.65	78.35	244.30	243.61	16.89	4115	2736	
(4) REDEV		Uninc_Marys_UI	146.86	35.19	111.68	0.00	16.90	1887	1255	
		Sum	146.86	35.19	111.68	0.00	16.90	1887	1255	
Unincorporated Subtotal			669.19	142.39	526.80	243.61	16.89	8887	6321	
UGA Total			1792.81	343.44	1449.37	326.12	15.66	21588	15699	

Snohomish County Tomorrow 2007 Buildable Lands Report

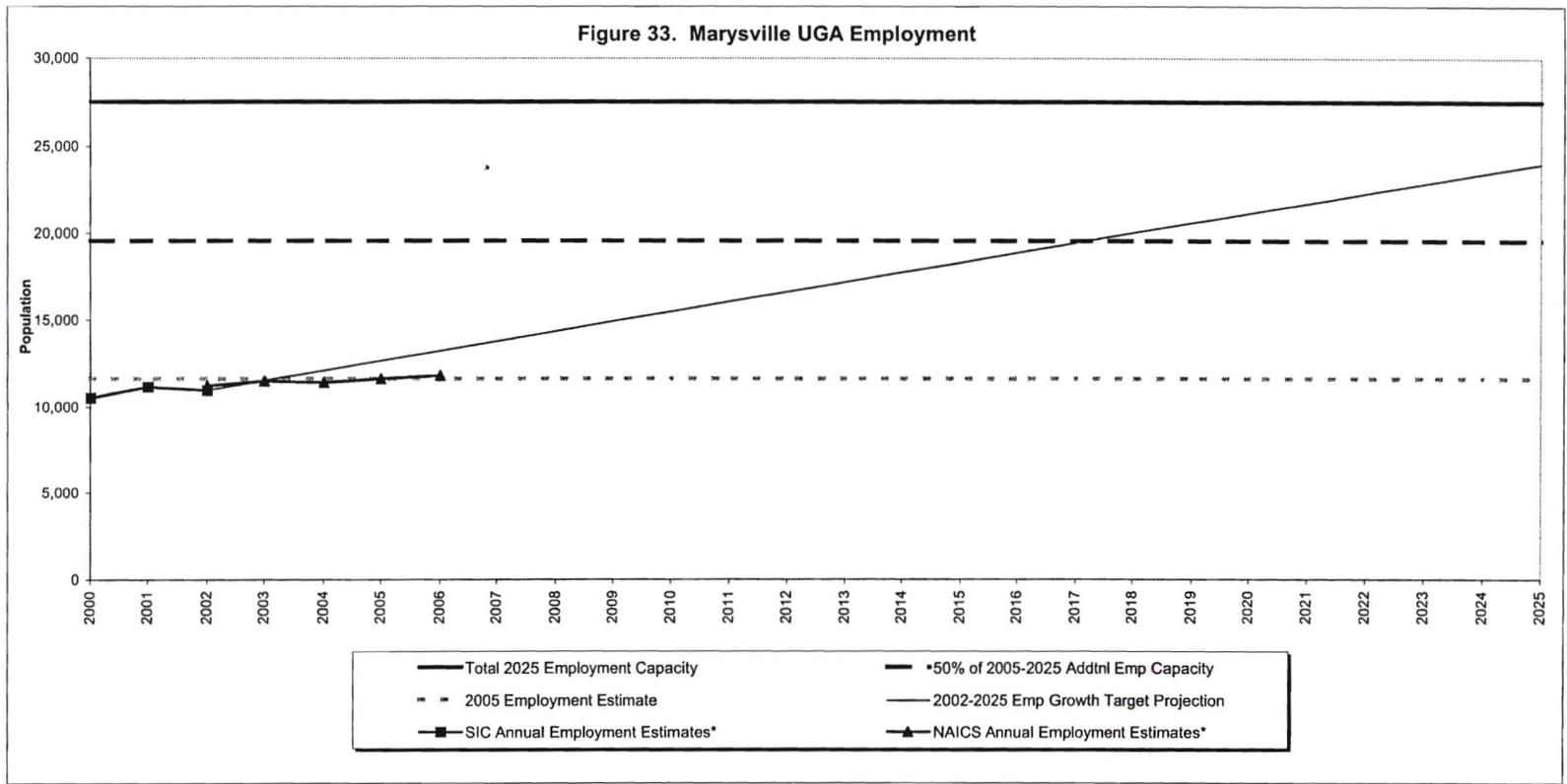
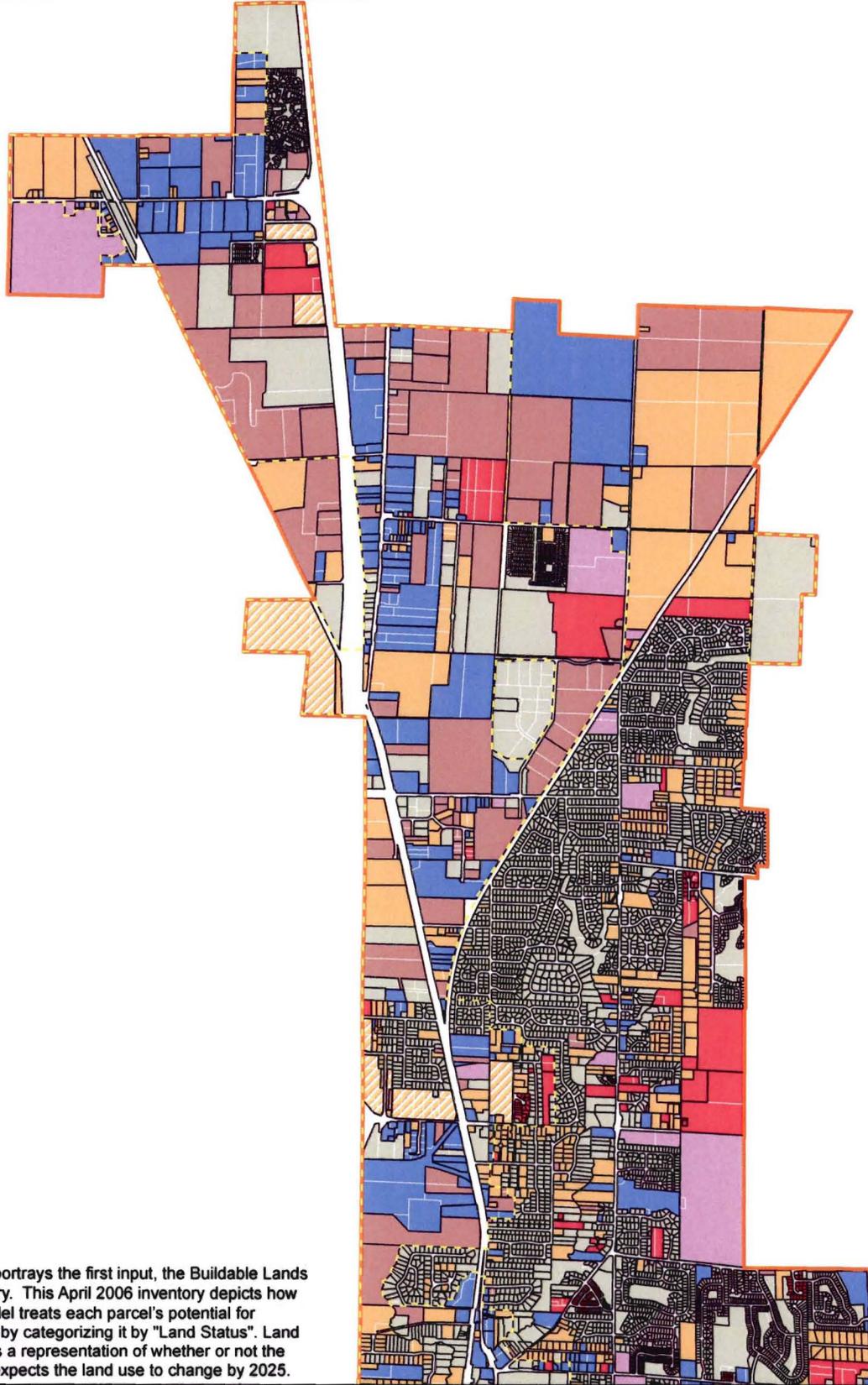


Table 41. Marysville UGA Employment Statistics

	Employment Estimates								(C) 2005-06 Numeric Change = (B) - (A)	(D) 2025 Reconciled CPP Emp Target	2005-25 Numeric Change = (D) - (A)	(E) (F)		
	2000	2001	2002 SIC**	2002 NAICS	2003	2004	(A) 2005	(B) 2006				Total 2025 Emp Cap	2005-25 Addnl Emp Cap = (E) - (A)	2005-06 Change as % of 2005-25 Addnl Emp Cap = (C) / (F) *100
Marysville UGA	10,539	11,179	10,977	11,246	11,509	11,429	11,638	11,821	183	24,008	12,370	27,520	15,882	1.2%

* The State of Washington Employment Security Department now uses the NAICS system of classifying jobs to prepare its data, changing the way some jobs are categorized and resulting in slightly different UGA employment estimates than under the old SIC system. Data for 2002 is shown using both systems. In addition, beginning with the 2002 NAICS estimate, temporary workers have been incorporated into the estimates.

** 2002 Employment in Unincorporated Marysville UGA has been revised downward and City of Arlington revised upward due to errors in the locations of some employers used for estimates published previously.

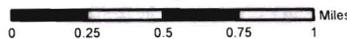


Map 1 portrays the first input, the Buildable Lands Inventory. This April 2006 inventory depicts how the model treats each parcel's potential for change by categorizing it by "Land Status". Land status is a representation of whether or not the model expects the land use to change by 2025.

Final BLR 10.31.07

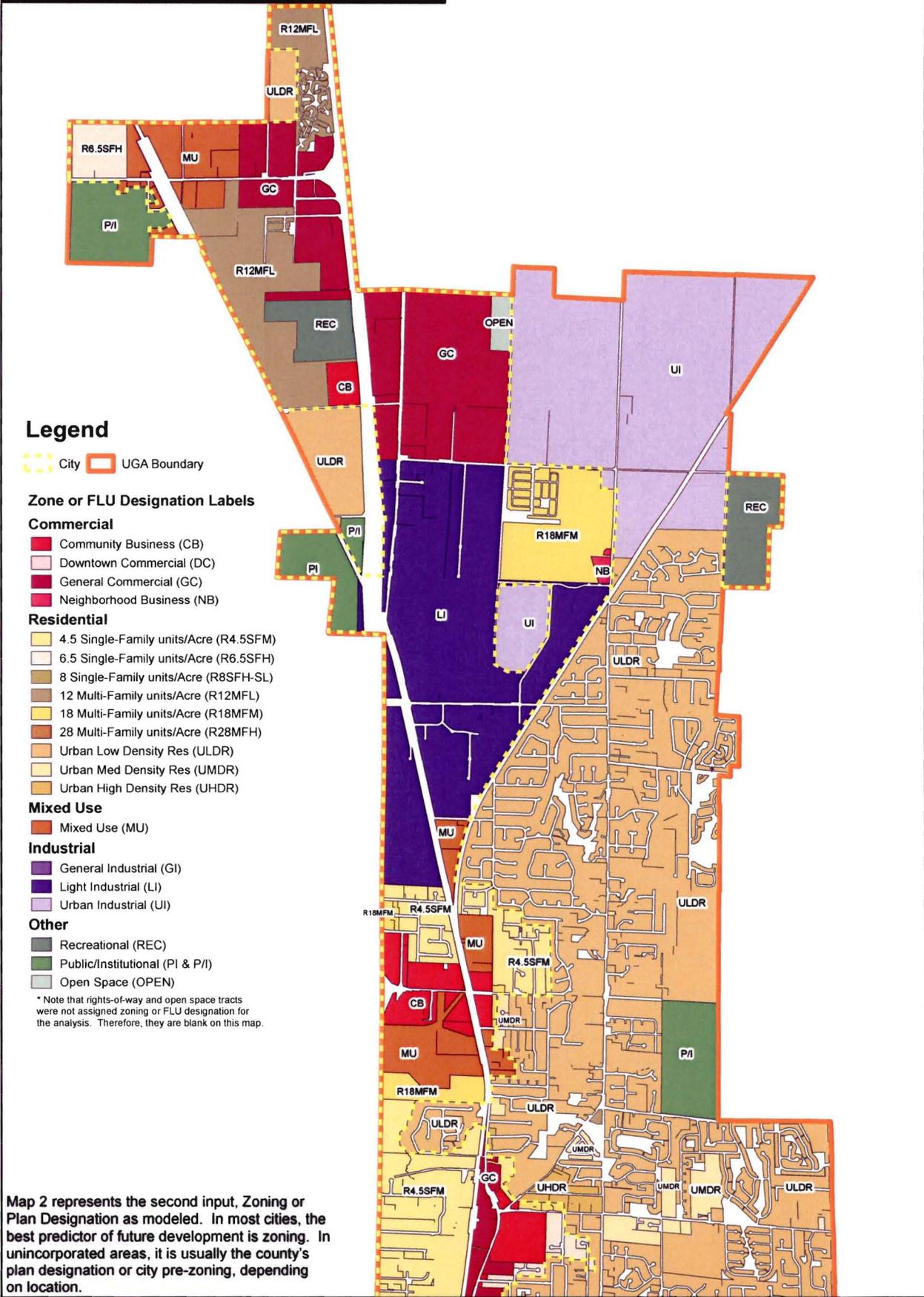
- Land Status as of April 2006**
- Church; School; Special
 - Constant; Replacement
 - Incomplete Pend
 - Partially Used
 - Pending
 - Redevelopable
 - Vacant

- Other Legend Items**
- City
 - UGA
 - Assessor Parcels as of 04.06



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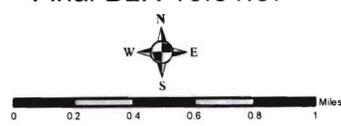
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Map 2 represents the second input, Zoning or Plan Designation as modeled. In most cities, the best predictor of future development is zoning. In unincorporated areas, it is usually the county's plan designation or city pre-zoning, depending on location.

Final BLR 10.31.07

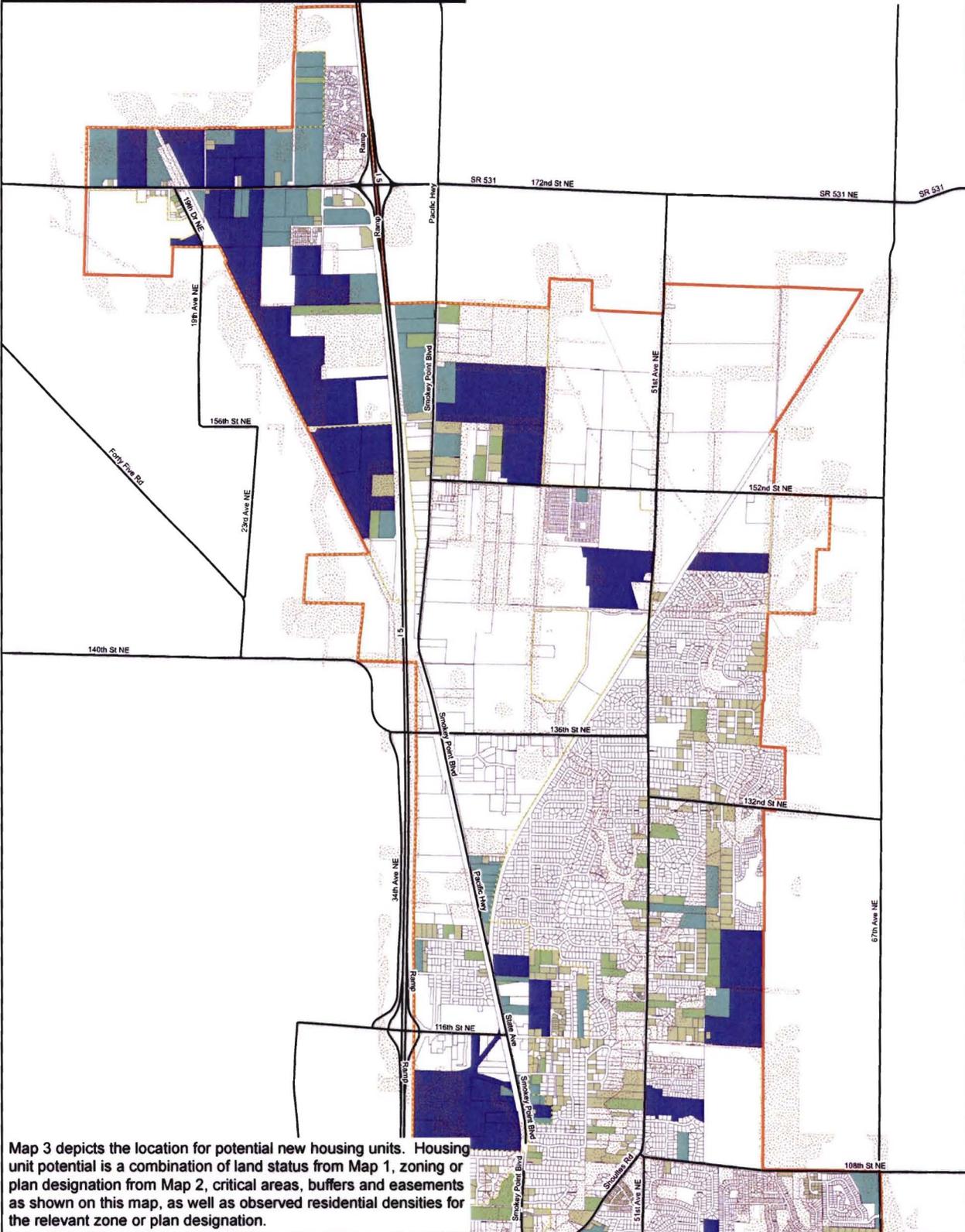
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Additional Housing Unit Capacity

Marysville UGA - North



Map 3 depicts the location for potential new housing units. Housing unit potential is a combination of land status from Map 1, zoning or plan designation from Map 2, critical areas, buffers and easements as shown on this map, as well as observed residential densities for the relevant zone or plan designation.

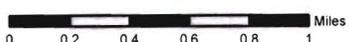
Legend

- Major Roads
- City
- UGA
- Critical Areas, Buffers and Easements

Additional Housing Unit Capacity per Parcel

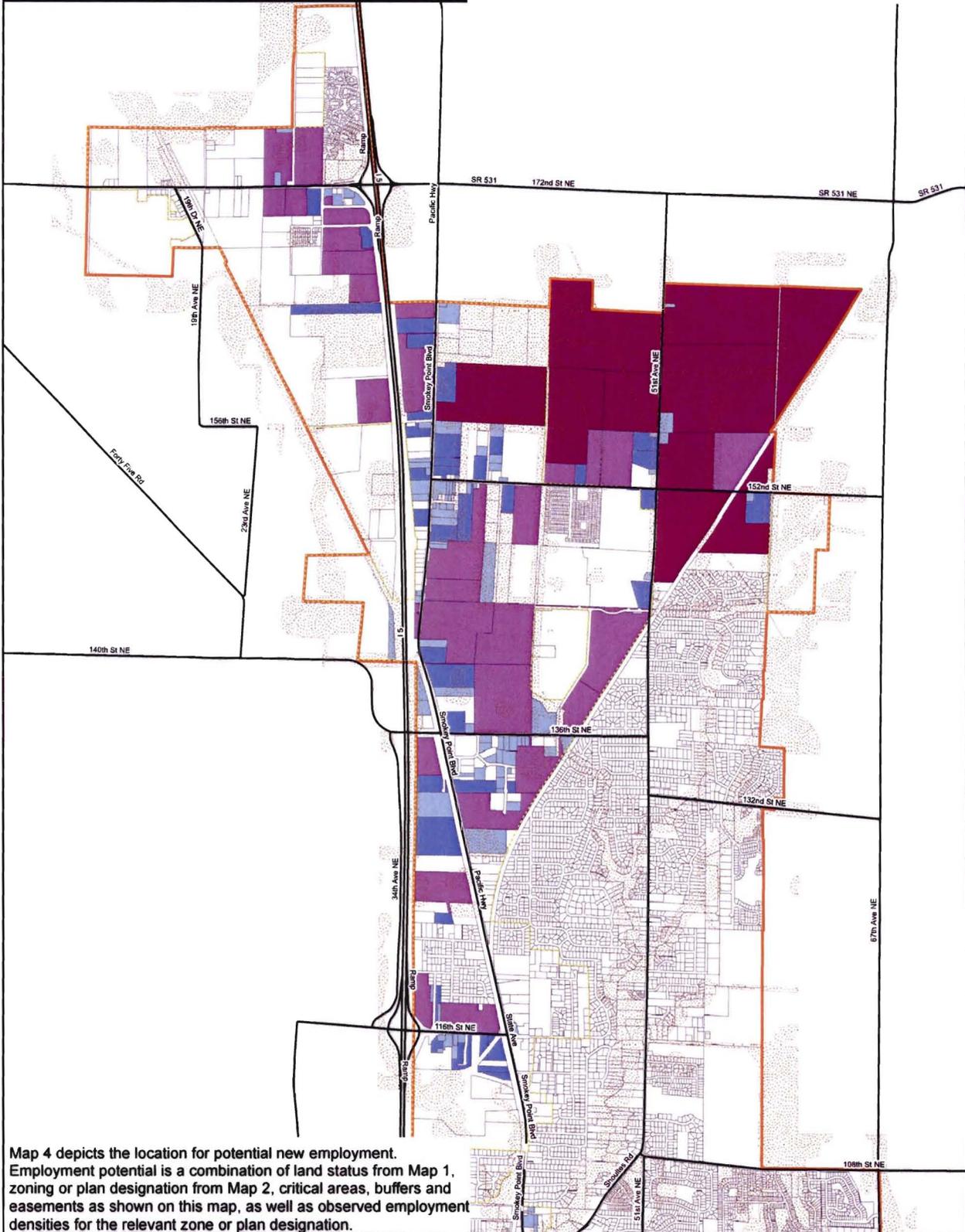
- 0
- 1-5
- 6-10
- 11-50
- 51+

Final BLR 10.31.07
 Additional Capacity As of April, 2006



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Map 4 depicts the location for potential new employment. Employment potential is a combination of land status from Map 1, zoning or plan designation from Map 2, critical areas, buffers and easements as shown on this map, as well as observed employment densities for the relevant zone or plan designation.

Legend

- Major Roads
- City
- UGA
- Critical Areas, Buffers and Easements

Additional Employment Capacity per Parcel

- 0
- 1-25
- 26-100
- 101-500
- 501+

Final BLR 10.31.07
 Additional Capacity As of April, 2006

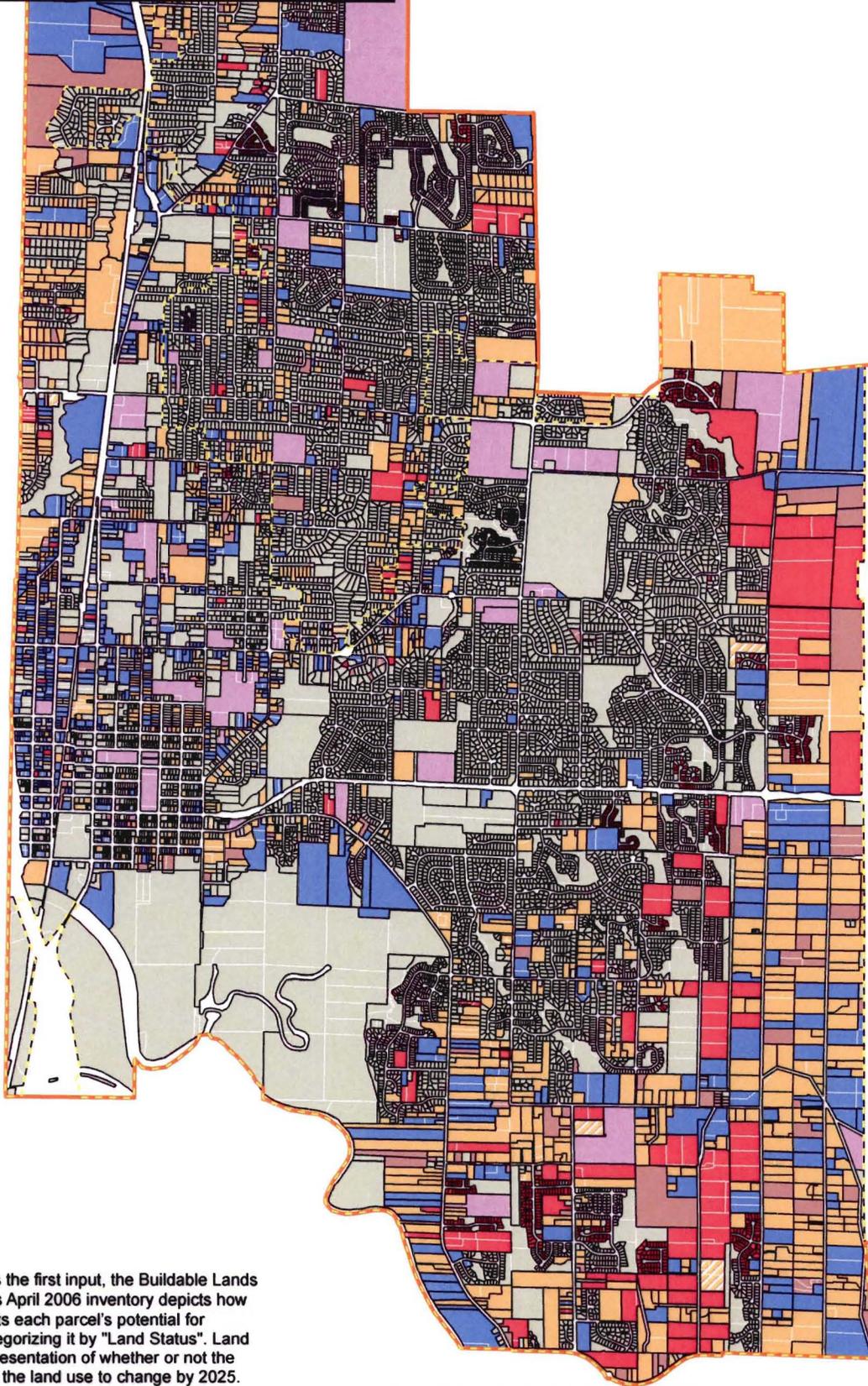


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Land Status

Marysville South UGA



Map 1 portrays the first input, the Buildable Lands Inventory. This April 2006 inventory depicts how the model treats each parcel's potential for change by categorizing it by "Land Status". Land status is a representation of whether or not the model expects the land use to change by 2025.

Final BLR 10.31.07

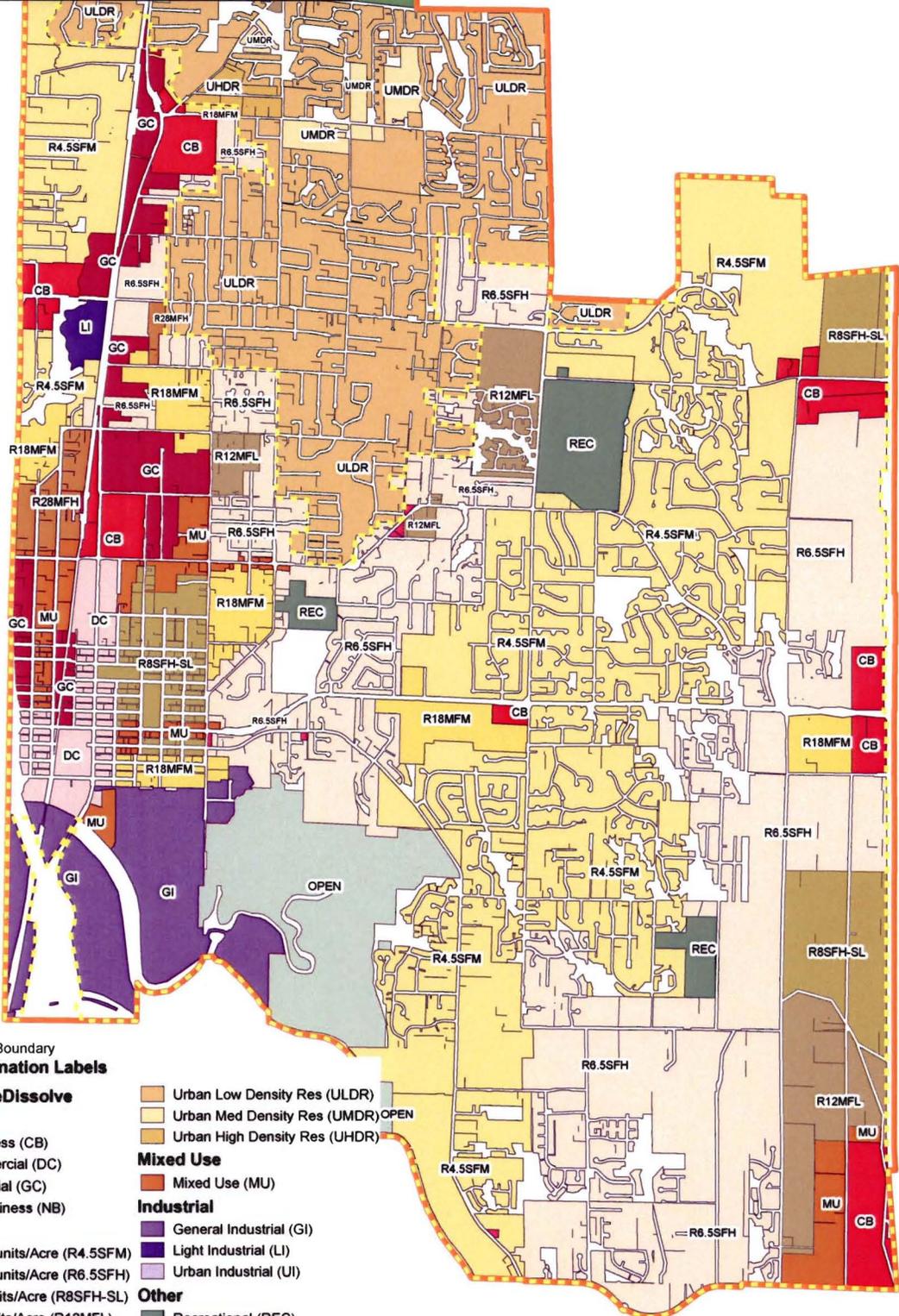
- Land Status as of April 2006**
- Church; School; Special
 - Constant; Replacement
 - Incomplete Pend
 - Partially Used
 - Pending
 - Redevelopable
 - Vacant

- Other Legend Items**
- City
 - UGA
 - Assessor Parcels as of 04.06



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Legend

City Boundary UGA Boundary

Zone or FLU Designation Labels

Marysville_EUZoneDissolve

Commercial

- Community Business (CB)
- Downtown Commercial (DC)
- General Commercial (GC)
- Neighborhood Business (NB)

Residential

- 4.5 Single-Family units/Acre (R4.5SFM)
- 6.5 Single-Family units/Acre (R6.5SFH)
- 8 Single-Family units/Acre (R8SFH-SL)
- 12 Multi-Family units/Acre (R12MFL)
- 18 Multi-Family units/Acre (R18MFM)
- 28 Multi-Family units/Acre (R28MFH)

- Urban Low Density Res (ULDR)
- Urban Med Density Res (UMDR)
- Urban High Density Res (UHDR)

Mixed Use

- Mixed Use (MU)
- General Industrial (GI)
- Light Industrial (LI)
- Urban Industrial (UI)

Other

- Recreational (REC)
- Public/Institutional (PI & P/I)
- Open Space (OPEN)

Note that rights-of-way and open space tracts are not assigned zoning or FLU designations for analysis. Therefore, they are blank on this map.

Map 2 represents the second input, Zoning or Plan Designation as modeled. In most cities, the best predictor of future development is zoning. In unincorporated areas, it is usually the county's plan designation or city pre-zoning, depending on location.

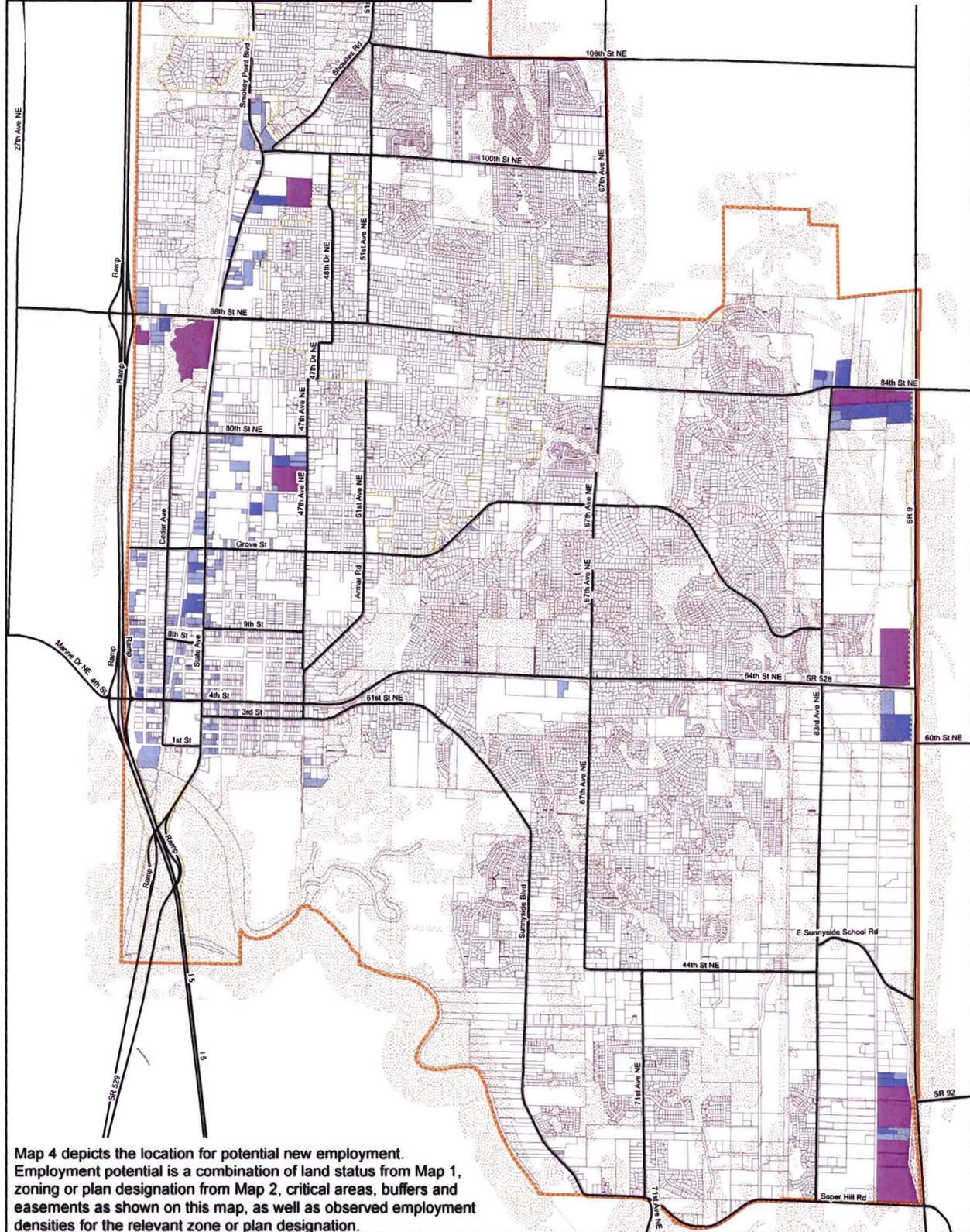
Final BLR 10.31.07

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Additional Employment Capacity

Marysville UGA - South



Map 4 depicts the location for potential new employment. Employment potential is a combination of land status from Map 1, zoning or plan designation from Map 2, critical areas, buffers and easements as shown on this map, as well as observed employment densities for the relevant zone or plan designation.

Legend

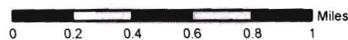
- Major Roads
- City
- UGA
- Critical Areas, Buffers and Easements

Additional Employment Capacity per Parcel

- 0
- 1-25
- 26-100
- 101-500
- 501+

Final BLR 10.31.07

Additional Capacity As of April, 2006



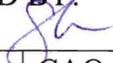
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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/08

AGENDA ITEM: Impact Fee Reports, 2005-2007	AGENDA SECTION: Staff Business	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS: <ol style="list-style-type: none"> 1. 2005-2007 Summary charts 2. 2005 Impact Fee report 3. 2006 Impact Fee report 4. 2007 Impact Fee report 	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

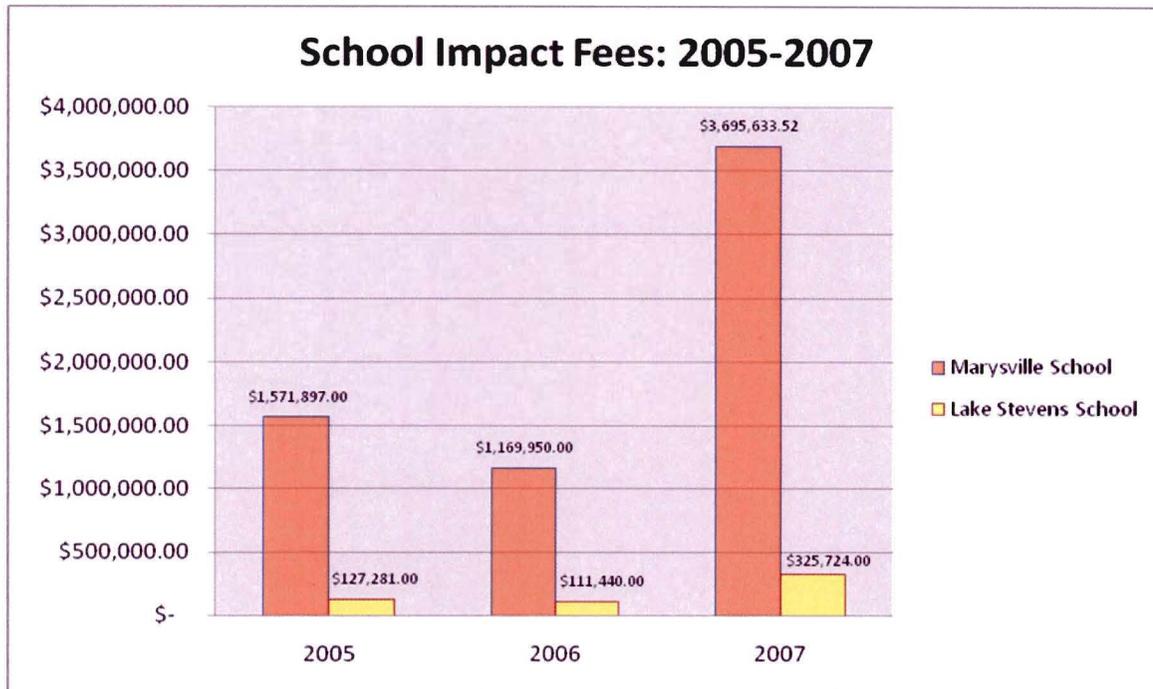
City staff has issued reports on impact fee collection for 2005, 2006 and 2007. The reports provide a detailed accounting of fees collected by the city of Marysville for schools, parks and traffic impacts of new residential and commercial development. The reports also provide information concerning fees collected as a result of interlocal agreements with Snohomish County concerning annexation and reciprocal transportation review.

RECOMMENDED ACTION: Review and discuss information.
COUNCIL ACTION:

City of Marysville
Impact and Mitigation Fees
2005-2007 Comparison Report

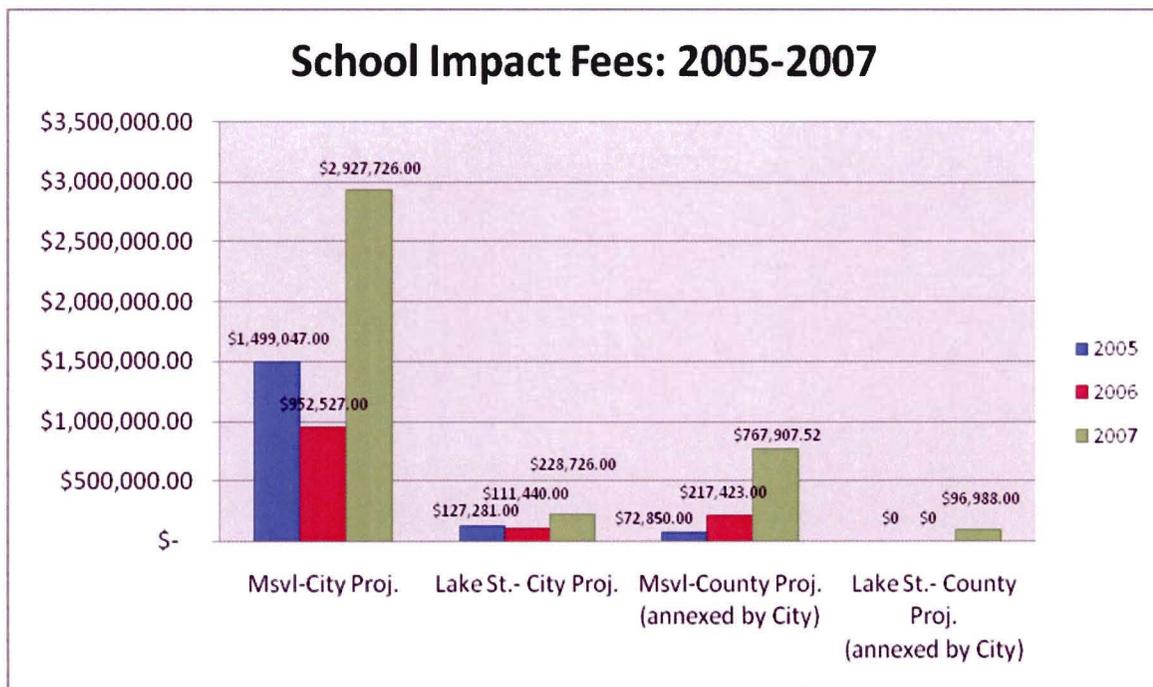
January 2008

City of Marysville
Community Development Department



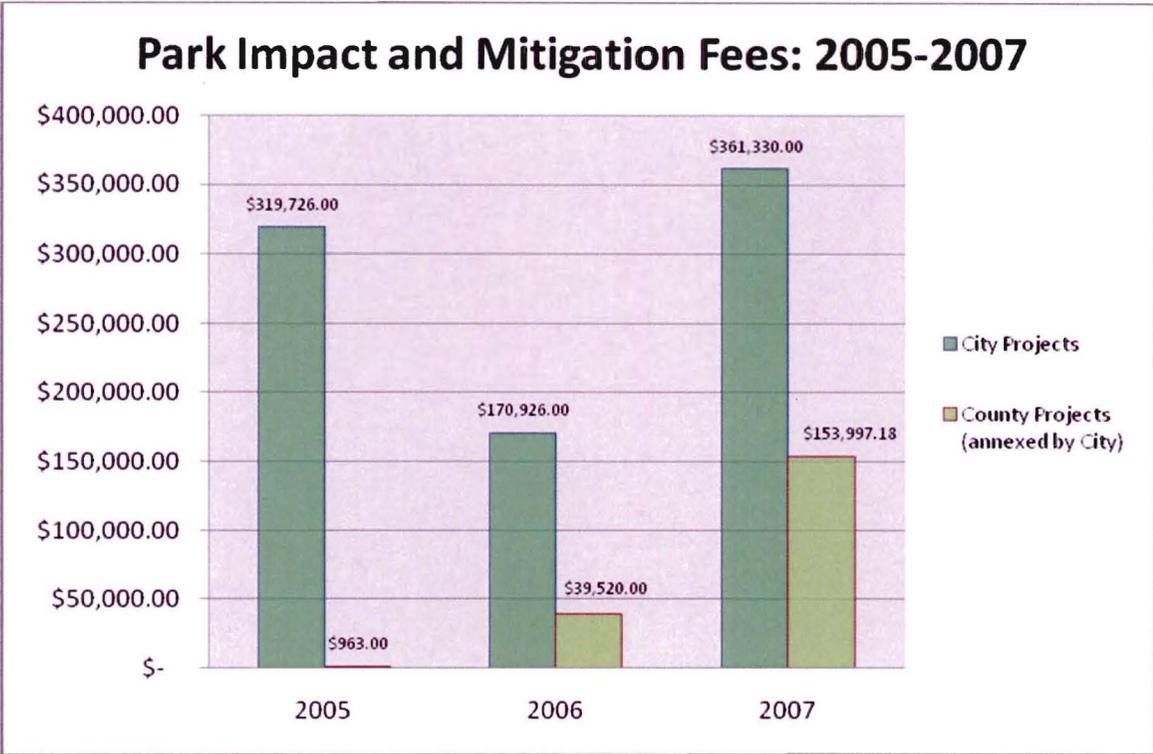
Graph 4.1

This graph represents the amount Marysville and Lake Stevens School Districts received in school impact fees 2005, 2006 and 2007 from City and County projects.



Graph 4.2

This graph represents that amount collected for school mitigation fees for each year, 2005, 2006 and 2007. The fees are organized into four categories: Marysville school fees paid by City projects, Lake Stevens school fees paid by City projects, Marysville school fees paid by County projects and Lake Stevens school fees paid by County projects.



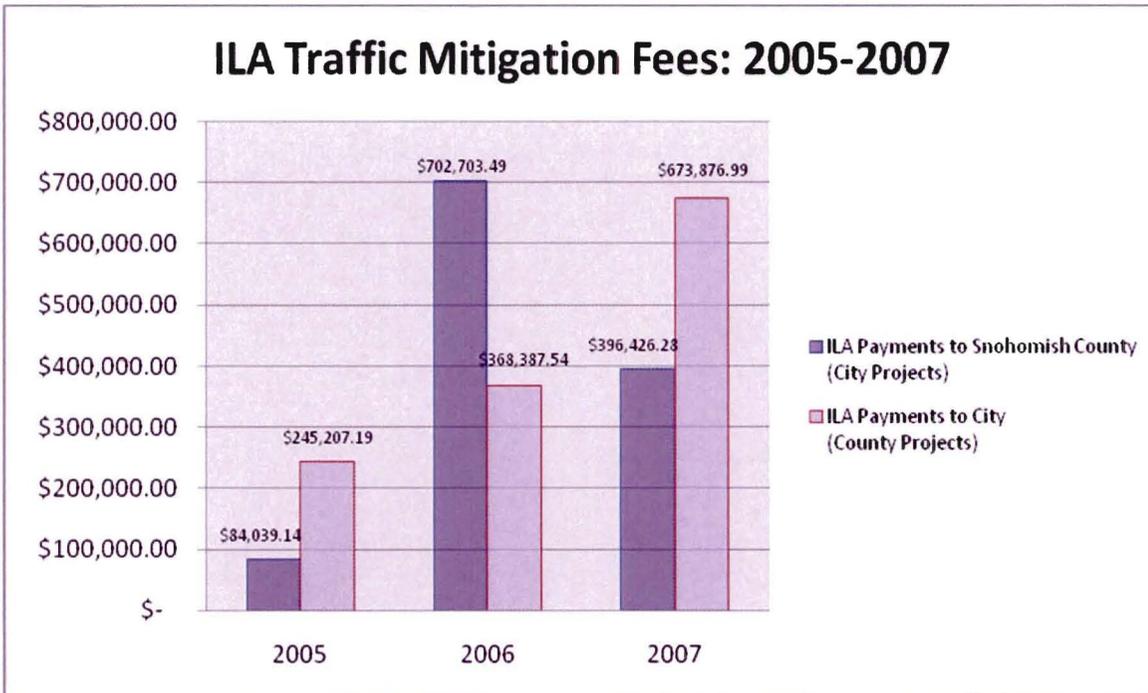
Graph 4.3

This graph represents the amount of park impact and mitigation fees the City of Marysville received in 2005, 2006 and 2007 from City and County projects.



Graph 4.4

This graph represents the amount of traffic mitigation fees the City of Marysville received in 2005, 2006 and 2007 from City projects.



Graph 4.4

This graph represents the total amount of traffic mitigation fees that were paid to Snohomish County and City of Marysville in 2005, 2006 and 2007 as a result of the Interlocal Agreement between Snohomish County and City of Marysville.

City of Marysville
Impact and Mitigation Fees Report
2005 Annual Report

January 2008

City of Marysville
Community Development Department

School Impact Fees

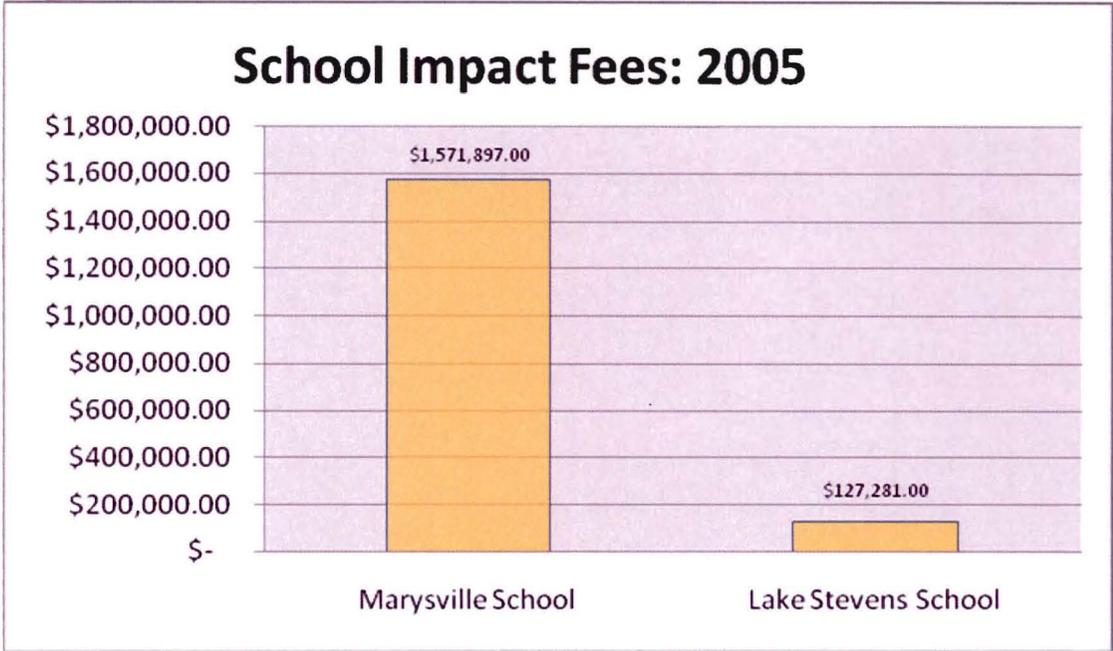
The City of Marysville collects school impact fees in accordance with Title 18 C of the Marysville Municipal Code and the City's adopted capital facility plans for the various school districts within the city limits. The Marysville, Lake Stevens and Lakewood School Districts each have portions of their boundaries within the city limits. As such, the City has worked with each district to adopt the School District's capital facilities plan as part of the City's comprehensive plan. The City's ordinance and the District's capital facility plan establish the basis for fee collection within the City limits. These fees are imposed on new construction through the City's development review process, collected at building permit issuance by the City, and then the funds are transferred to the affected School District. In cases where the City has annexed County approved developments, the City collects the County established fee and transfers these funds to the respective School District.

In 2005, the City of Marysville collected \$1,699,178 in school impact fees from City and County projects. This total reflects impact fees collected for both the Marysville and Lake Stevens School Districts. The majority of these funds, \$1,626,328, were received from projects located within the City of Marysville. The remainder, \$72,850, was paid by County projects (that were annexed to the City of Marysville prior to building permit issuance). A total of \$1,571,897 was received for Marysville School District; \$1,499,047 from City projects and \$72,850 from County projects. For the Lake Stevens School District, \$127,281 was paid by City projects. There were no payments in 2005 for County projects within the Lake Stevens School District. (See Chart 1.1 for complete breakdown of each project and sum collected and Graph 1.1 and 1.2)

2005 Community Development Fees			
<i>Schools</i>			
<u>City Project Name</u>		<u>Marysville</u>	<u>Lake Stevens</u>
100th Street Condos/ Smoot	All 8	\$20,096.00	
Aubury's 1st Addition	Lot 3, 4	\$12,524.00	
Cedar View Heights	All 26	\$162,812.00	
Cedarcrest View/Fisco	All 4	\$25,048.00	
Getchell Hill I	Lot 2,3, 29-38, 44-47, 50-55	\$137,764.00	
Harbor Winds	Lot 22-27	\$37,527.00	
Mckenzie SP	All 8	\$50,096.00	
Morgan Crossing	Lot 3-8, 10-15, 17, 18		\$53,998.00
Neilson SP	Lot 2-4	\$18,786.00	
North Ridge Park	All 74 (Lot 65-67, 70, 71 paid 2x)	\$494,698.00	
Northwest Park	All 19		\$73,283.00
Parker SP	All 8	\$43,834.00	
Parkside Way	Lot 1-6, 11, 12, 21-24, 26, 28-32, 34, 35	\$131,502.00	
Peterson SP		\$10,480.00	
Roberts SP	Lot 2-5	\$3,700.00	
Rock Creek/Cedar Ridge	Lot 5-9, 11-19, 40-71	\$288,052.00	
Scott Ray SP	Lot 1-8	\$50,096.00	
Steve Gregory SP		\$6,262.00	
Whiskey Ridge	Lot 18	\$1,000.00	
Whiskey Top	Lot 4, 7, 9-11	\$4,770.00	
TOTAL		\$1,499,047.00	\$127,281.00
<u>County Project Name</u>			
Elite/Homeplace Prop.		\$6,262.00	
Lakewood Meadows	Lot 2c, 2d, 4c, 4d, 5c, 5d, 7c, 7d, 12c, 12d	\$13,170.00	
Ron Loop SP	All 3	\$23,543.00	
Rowley SP	Lot 2-6	\$29,875.00	
TOTAL		\$72,850.00	\$0.00
TOTAL		\$1,571,897.00	\$127,281.00

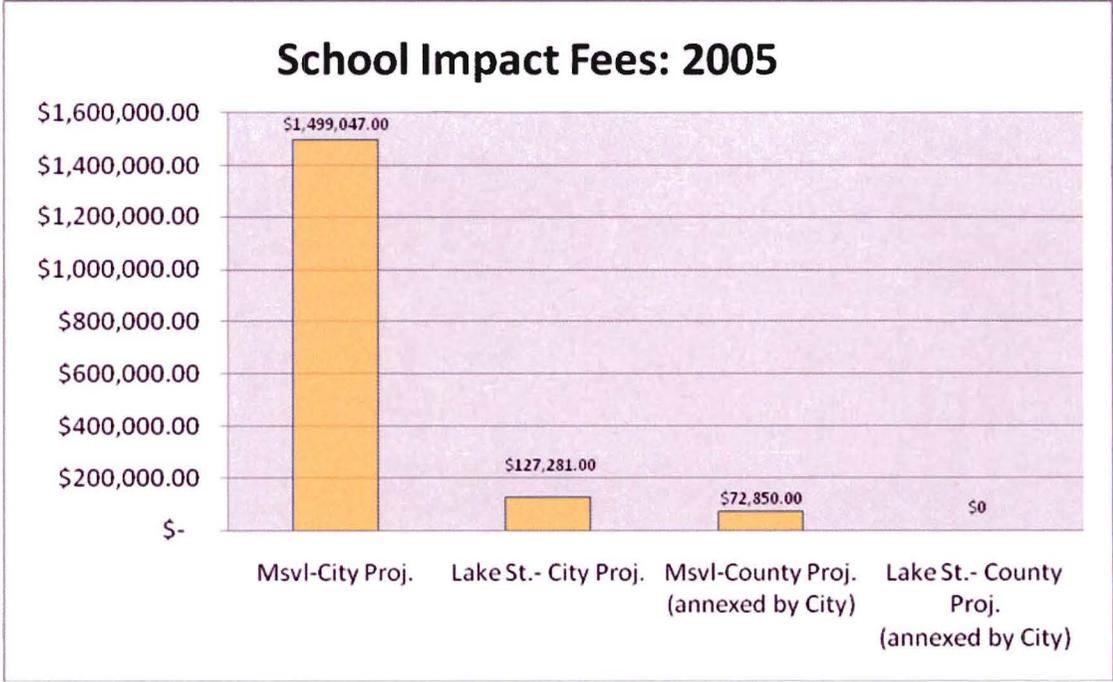
Chart 1.1

Marysville and Lake Stevens School District impact fees collected from City of Marysville and Snohomish County projects in 2005.



Graph 1.1

This graph illustrates the total of school impact fees that were collected for each school district from City and County projects.



Graph 1.2

This graph represents Marysville and Lake Stevens school impact fees collected in 2005. These fees are divided into four categories: Marysville school fees paid by City projects, Lake Stevens school fees paid by City projects, Marysville school fees paid by County projects and Lake Stevens school fees paid by County projects.

Park Impact Fees

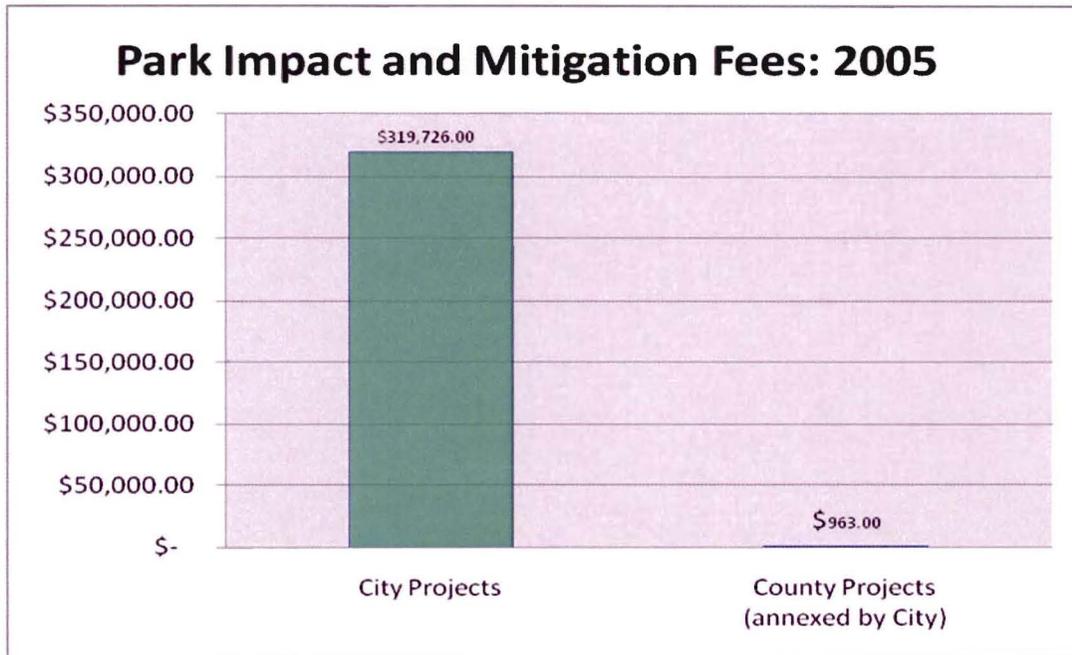
The City of Marysville collects park impact fees in accordance with Title 18 A of the Marysville Municipal Code and the City's adopted park capital facilities plan. These fees are imposed on new construction through the City's development review process, collected at building permit issuance by the City. In cases where the City has annexed County approved developments, the City has an interlocal agreement with Snohomish County that provides for mitigation fee transfer to the City following annexation. These projects continue to be tracked as County projects, although they have since been annexed to the City.

In 2005, \$320,689 was received in park impact and mitigation fees from City of Marysville and Snohomish County projects. City projects, meaning those projects filed with the City of Marysville, paid \$319,726. Project Elite/Homeplace Properties, initially filed in the County but then annexed, paid \$963 in park fees. (See Chart 1.2 for complete details of total fees collected and Graph 1.3)

2005 Community Development Fees		
<i>Parks</i>		
<u>City Project Name</u>		<u>Parks</u>
100th St Condos/ Smoot	All 8	\$7,704.00
6704 84th DR NE		\$963.00
Aubury's 1st Addition	Lot 3, 4	\$1,926.00
Birch Creek	All 44	\$21,173.00
Cedar View Heights	All 26	\$25,038.00
Cedarcrest View/Fisco	All 4	\$3,852.00
Emerald Hills III		\$18,720.00
Emerald Hills IV		\$13,482.00
Getchill Hill I	Lot 2, 3, 29-38, 44-47, 50-55	\$21,186.00
Graafstra		\$963.00
Harbor Winds	Lot 22-27 (Lot 17 Existing house)	\$5,778.00
McKenzie SP	All 8	\$7,704.00
Morgan Crossing	Lot 3-8, 10-15, 17, 18	\$12,482.00
Neilson SP	Lot 2-4	\$2,889.00
North Ridge Park	All 74 (Lot 65-67, 70, 71 paid 2x)	\$76,077.00
Northwest Park	All 19	\$18,297.00
Parker SP	All 8	\$6,741.00
Parkside Manor	Lot 49	\$963.00
Parkside Way	Lot 1-6, 11, 12, 21-24, 26, 28-32, 34, 35	\$20,223.00
Roberts SP	Lot 2-5	\$600.00
Rock Creek/ Cedar Ridge	Lot 5-9, 11-19, 40-71	\$44,298.00
Scott Ray SP	Lot 1-8	\$7,704.00
Steve Gregory SP		\$963.00
TOTAL		\$319,726.00
<u>County Project Name</u>		
Elite/Homeplace Prop.		\$963.00
TOTAL		\$963.00
TOTAL		\$320,689.00

Chart 1.2

Park impact and mitigation fees that were collected from City of Marysville and Snohomish County projects in 2005.



Graph 1.3

This graph represents the total park impact and mitigation fees that were collected in 2005, for both City and County projects.

Traffic Mitigation

The City of Marysville collects traffic impact and mitigation fees for new development within city limits and UGA. The fee collection is in accordance with Title 18B of the Marysville Municipal Code (MMC 18B) and the “Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts”. The Interlocal Agreement (ILA) provides for reciprocal collection of fees for County and City projects. For City projects, the City assesses traffic fees to projects within the City limits and remits those (directly or by transfer of funds) to Snohomish County. For County projects, the County assesses traffic fees to projects within our agreed service area and remits those (directly) to the City of Marysville. The following report provides a summary of fees collected under MMC 18B for City projects, as well as funds collected and remitted through the ILA process.

City Traffic Mitigation-MMC 18BIn 2005, the City received \$376,415.12 from City developments assessed under implementation of MMC 18B. (See Chart 1.3 and Graph 1.4, for complete details and breakdown of total fees collected.)

County Traffic Mitigation -ILA

In accordance with the Interlocal Agreement between Snohomish County and City of Marysville, City projects must pay traffic mitigation fees to Snohomish County if the project is subject to SEPA. In Chart 1.3, the column labeled “Sno Co (ILA)” refers to projects that were subject to SEPA and were responsible for paying Snohomish County traffic mitigation fees as part of this interlocal agreement. Projects under SEPA thresholds were exempt from paying traffic mitigation fees to Snohomish County, and are marked “Exempt”.

In 2005, City developments paid Snohomish County \$84,039.14 for traffic impacts to the County road system. These monies were used to fund county road improvement projects within Transportation Service Area B of the County’s transportation plan.

In 2005, County projects paid the City \$245,207.19 for impacts to City roads.

The City also tracked collection of \$53,066.36 in funds to Snohomish County for County projects annexed to the City. The proof of payment is necessary for projects where the City of Marysville is responsible for issuing building permits. A building permit will not be issued without the proof of payment of traffic mitigation fees to Snohomish County.

Road Improvements

In 2005, these traffic mitigation fees were used to assist in funding road improvements along State Avenue between 116th Street NE and 136th Street NE, as well as State Avenue from First Street to Grove Street.

2005 Community Development Fees			
<i>Transportation</i>			
City Project Name		Marysville	Sno Co (ILA)
100th St Condos/Smoot	All 8	\$12,336.00	Exempt
Applebee's		\$58,596.00	<i>\$19,053.00</i>
Barry Larson SP		\$1,542.00	Exempt
Cedar View Heights	All 26	\$40,492.92	<i>\$7,641.22</i>
Cedarcrest View/Fisco	Lot 2-5	Pd. In 2004	<i>\$1,814.47</i>
Emerald Hills III		\$39,159.00	Exempt
Emerald Hills IV		\$20,650.00	Pd. In 2006
Liberty Corner		\$3,084.00	Exempt
Lighthouse Bible Fellowship		\$8,345.30	<i>\$1,299.81</i>
McKenzie SP	All 8	\$12,336.00	<i>\$3,138.96</i>
Midway Development		Pd. In 2006	<i>\$4,062.55</i>
Nielson SP	Lot 2-4	\$4,626.00	Exempt
North Ridge Park	Lot 8-53, 65-74	\$114,108.00	<i>\$33,130.00</i>
Northwest Park	All 19	\$29,298.00	<i>\$5,561.27</i>
Parker SP	Lot 1-8	\$10,794.00	<i>\$2,059.94</i>
Peterson SP		\$2,251.32	Exempt
Roberts SP	Lot 2-5	\$3,312.00	Exempt
Scott Ray SP	All 9	\$12,366.00	<i>\$6,277.92</i>
Whiskey Ridge	Lot 18	\$821.00	Exempt
Yurkovitch /1004 Cedar		\$2,297.58	Exempt
TOTAL		\$376,415.12	\$84,039.14
County Project Name		Marysville (ILA)	Sno Co
Campus Park		\$23,342.00	
Elite/ Homeplace Properties		\$1,542.00	
Gregory SP		\$1,233.60	
Heartland North	All 11	\$13,705.34	
Lakewood Meadows		\$20,567.84	<i>\$42,878.36</i>
Ron Loop SP		\$4,835.71	
Rowley SP		N/A	<i>\$10,188.00</i>
Shoultes Park		\$70,337.68	
Wilderun East		\$37,378.50	
Wilderun West		\$72,264.52	
TOTAL		\$245,207.19	\$53,066.36
TOTAL		\$621,622.31	\$137,105.50

Chart 1.3

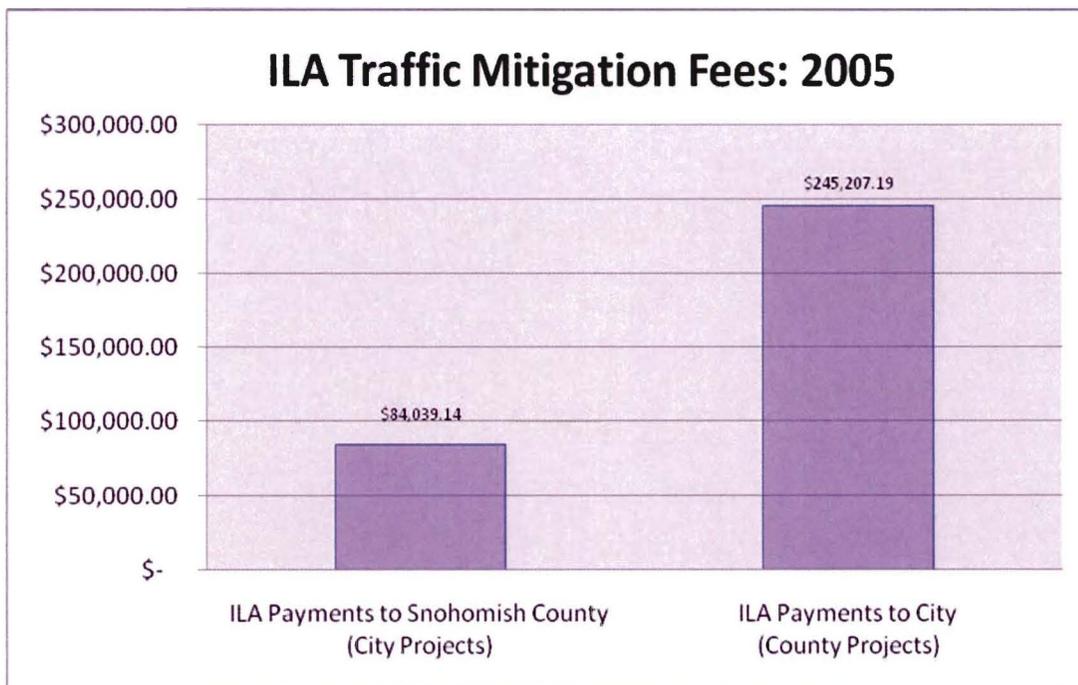
Traffic mitigation fees collected from City of Marysville and Snohomish County projects in 2005.

The amounts in grey, italicized font are proof of payment to Snohomish County by a copy of a County receipt.



Graph 1.4

This graph displays the total of traffic mitigation fees that City of Marysville collected in 2005 from City projects.



Graph 1.5

This graph represents the total amount of traffic mitigation fees that were paid to Snohomish County and City of Marysville as a result of the Interlocal Agreement between Snohomish County and from City of Marysville.

City of Marysville
Impact and Mitigation Fees Report
2006 Annual Report

January 2008

City of Marysville
Community Development Department

School Impact Fees

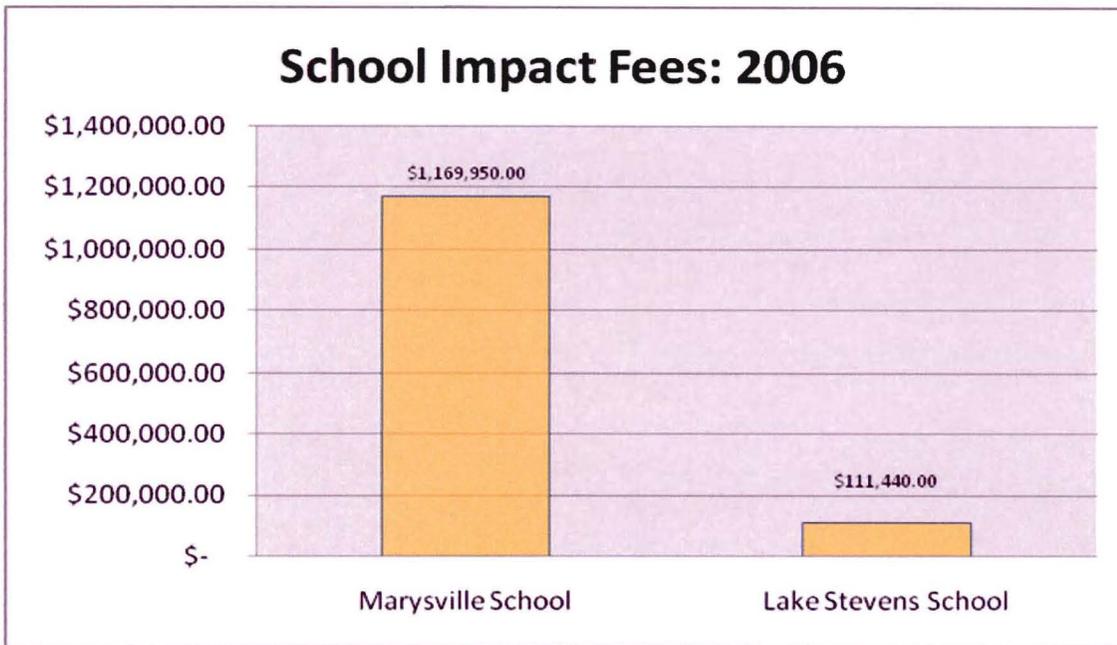
The City of Marysville collects school impact fees in accordance with Title 18 C of the Marysville Municipal Code and the City's adopted capital facility plans for the various school districts within the city limits. The Marysville, Lake Stevens and Lakewood School Districts each have portions of their boundaries within the city limits. As such, the City has worked with each district to adopt the School District's capital facilities plan as part of the City's comprehensive plan. The City's ordinance and the District's capital facility plan establish the basis for fee collection within the City limits. These fees are imposed on new construction through the City's development review process, collected at building permit issuance by the City, and then the funds are transferred to the affected School District. In cases where the City has annexed County approved developments, the City collects the County established fee and transfers these funds to the respective School District.

In 2006, the City of Marysville collected \$1,281,390 in school impact fees from City and County projects. This total reflects impacts fees for both the Marysville and Lake Stevens School Districts. \$1,169,950 in school impact fees was collected by the City for Marysville School District; City projects paid \$952,527 and \$217,423 was paid by County projects (annexed by the City). For the Lake Stevens School District, \$111,440 was collected from City projects. There were no payments in 2006 for County projects within the Lake Stevens School District. (See Chart 2.1 and 2.2 for further details of total as well as Graph 2.1 and 2.2.)

2006 Community Development Fees			
<i>Schools</i>			
<u>City Project Name</u>		<u>Marysville</u>	<u>Lake Stevens</u>
47th AVE NE	Duplex	\$15,910.00	
Beach Ave Apts		\$25,178.00	
Getchell Hill I	Lot 4-28 39-43, 48, 49, 56-59,	\$286,380.00	
Getchell Hill II	Lot 1-4, 11-13, 25, 26, 36-42,	\$318,200.00	
	44, 47, 49-51, 57-75		
Jefferson Hills		\$7,955.00	
Liberty Corner	Lot 2, 3	\$15,910.00	
North Ridge Park	Lot 7, 54-58, 62	\$39,775.00	
Palisades North	Lot Lot 1, 2, 4-7, 9--22		\$111,440.00
Rock Creek/Cedar Ridge	Lot 24-39	\$123,894.00	
Suncrest Ridge	Lot 1, 6, 9, 10, 12-14	\$55,685.00	
Troy Schmeil	Lot 1-8	\$63,640.00	
TOTAL		\$952,527.00	\$111,440.00
<u>County Project Name</u>			
Berrywoods I	Lot 1,3-6, 8, 9, 11, 13-15, 17-22, 27,	\$143,181.00	
	28, 39, 42, 44-46, 49-51		
Thoemke Station	Lot 1-3, 5-14, 16, 17	\$74,242.00	
TOTAL		\$217,423.00	\$0.00
TOTAL		\$1,169,950.00	\$111,440.00

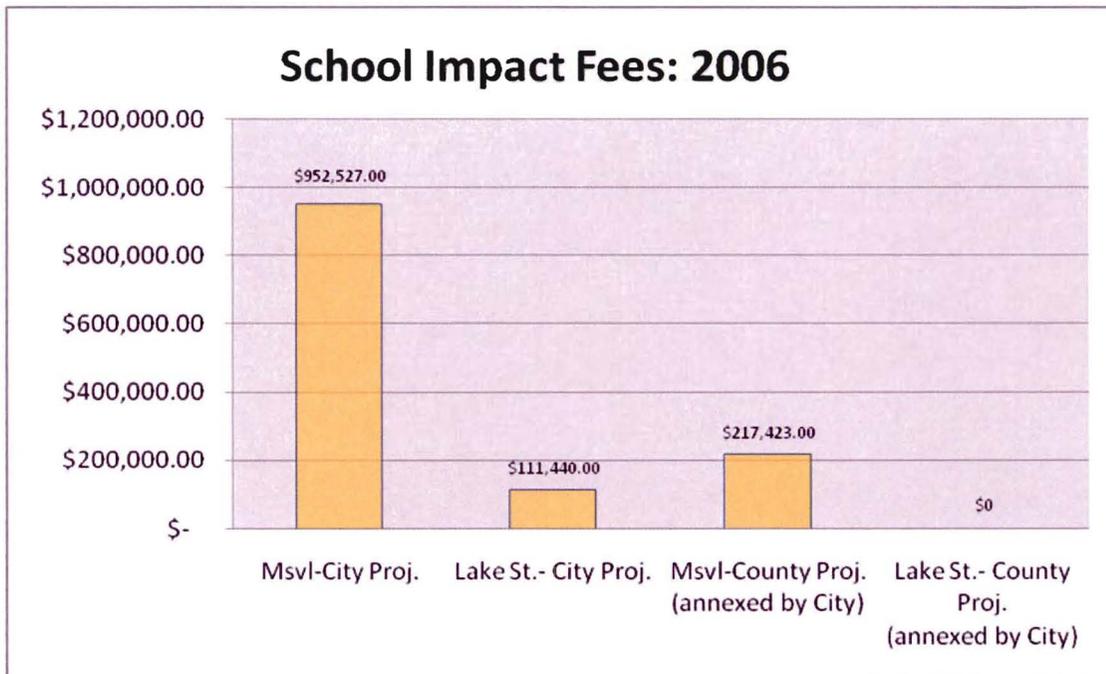
Chart 2.1

Marysville and Lake Stevens School District impact fees collected from City of Marysville and Snohomish County projects in 2006.



Graph 2.1

This graph represents the total amounts paid to Marysville and Lake Stevens School Districts in 2006 by City and County projects.



Graph 2.2

This graph represents School impact fees collected in 2006. It is organized into four different categories: Marysville School impact fees from City projects, Lake Stevens School impact fees from City projects, Marysville School impact fees from County projects and Lake Stevens School impact fees from County projects.

Park Impact Fees

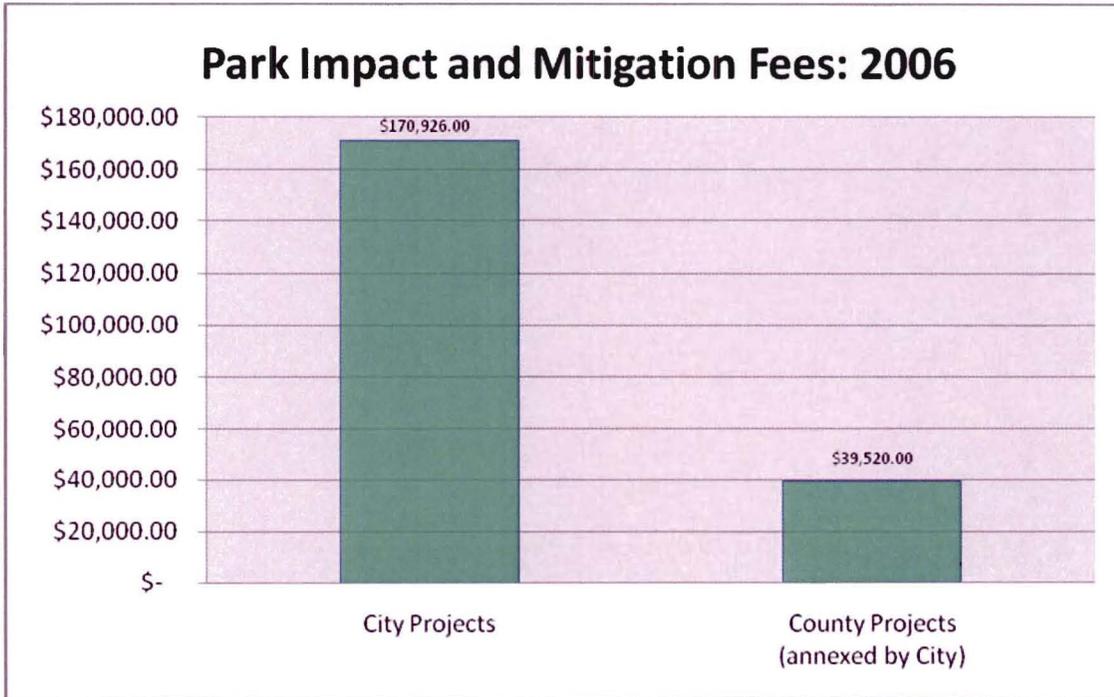
The City of Marysville collects park impact fees in accordance with Title 18 A of the Marysville Municipal Code and the City's adopted park capital facilities plan. These fees are imposed on new construction through the City's development review process, collected at building permit issuance by the City. In cases where the City has annexed County approved developments, the City has an interlocal agreement with Snohomish County that provides for mitigation fee transfer to the City following annexation. These projects continue to be tracked as County projects, although they have since been annexed to the City.

In 2006, \$210,466 was received in park impact and mitigation fees from City of Marysville and Snohomish County projects. City projects, meaning those projects filed with the City of Marysville, paid \$170,926 in fees, and \$39,520 was collected from County. (See Chart 2.2 and Graph 2.3 for complete details of projects and amounts paid.)

2006 Community Development Fees		
<i>Parks</i>		
<u>City Project Name</u>		<u>Parks</u>
47th Ave NE	Duplex	\$2,230.00
Beach Ave Apts.		\$3,123.00
Getchell Hill I	Lot 4-20, 15, 21-28, 39-43, 48, 49, 56-59,	\$34,820.00
Getchell Hill II	Lot 1-4, 11-13, 25, 26, 36-42, 44, 47, 49-51, 57-75	\$44,600.00
Jefferson Hills		\$1,115.00
Liberty Corner	Lot 2, 3	\$1,926.00
North Ridge Park	Lot 7, 54-58, 62	\$4,815.00
Palisades North	Lot 1, 2, 4-7, 9-22	\$20,780.00
Palisades South		\$26,600.00
Rock Creek/Cedar Ridge	Lot 24-39	\$15,408.00
Suncrest Ridge	Lot 1, 6, 9, 10, 12-14	\$7,805.00
Troy Schmeil	Lot 1-8	\$7,704.00
TOTAL		\$170,926.00
<u>County Project Name</u>		
Berrywoods I	Lot 1,3-6, 8-11, 13-15, 27, 28, 39, 42, 44-51	\$22,880.00
Thoemke Station	Lot 1-3, 5-17	\$16,640.00
TOTAL		\$39,520.00
TOTAL		\$210,446.00

Chart 2.2

Park impact and mitigation fees collected from City of Marysville and Snohomish County projects in 2006.



Graph 2.3

This graph shows the total amount of fees collected for park mitigation from both City and County projects.

Traffic Mitigation

The City of Marysville collects traffic impact and mitigation fees for new development within city limits and UGA. The fee collection is in accordance with Title 18B of the Marysville Municipal Code (MMC 18B) and the “Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts”. The Interlocal Agreement (ILA) provides for reciprocal collection of fees for County and City projects. For City projects, the City assesses traffic fees to projects within the City limits and remits those (directly or by transfer of funds) to Snohomish County. For County projects, the County assesses traffic fees to projects within our agreed service area and remits those (directly) to the City of Marysville. The following report provides a summary of fees collected under MMC 18B for City projects, as well as funds collected and remitted through the ILA process.

City Traffic Mitigation-MMC 18B

In 2006, the City received \$1,718,188.40 from City developments assessed under implementation of MMC 18B. (See Chart 2.3 and Graph 2.4, for complete details and breakdown of total fees collected.)

County Traffic Mitigation -ILA

In accordance with the Interlocal Agreement between Snohomish County and City of Marysville, City projects must pay traffic mitigation fees to Snohomish County if the project is subject to SEPA. In Chart 2.3, the column labeled “Sno Co (ILA)” refers to projects that were subject to SEPA and were responsible for paying Snohomish County traffic mitigation fees as part of this interlocal agreement. Projects under SEPA thresholds were exempt from paying traffic mitigation fees to Snohomish County, and are marked “Exempt”.

In 2006, City developments paid Snohomish County \$702,703.49 for traffic impacts to the County road system. These monies were used to fund county road improvement projects within Transportation Service Area B of the County’s transportation plan.

In 2006, County projects paid the City \$368,387.54 for impacts to City roads. These projects were used to fund projects within the City limits, including State Avenue.

The City also tracked collection of \$114,881.72 in funds to Snohomish County for County projects annexed to the City. The proof of payment is necessary for projects where the City of Marysville is responsible for issuing building permits. A building permit will not be issued without the proof of payment of traffic mitigation fees to Snohomish County.

Road Improvements

In 2006, the traffic impact and mitigation fees were used to assist in funding road improvements to State Avenue between 116th Street and 152nd Street. Impact fees also helped fund improvements along 116th Street from Interstate 5 and State Avenue, and preliminary engineering design of Ingraham Boulevard.

2006 Community Development Fees			
<i>Transportation</i>			
<u>City Project Name</u>		<u>Marysville</u>	<u>Sno Co (ILA)</u>
1701 Grove ST		\$491.74	Exempt
47th Ave NE	Duplex	\$4,635.50	Exempt
Acro Machining		\$37,700.00	<i>\$7,116.60</i>
Allen Creek Crossing		N/A	<i>\$8,381.47</i>
Beach Ave Apts.		\$6,800.00	Exempt
Best Buy *		\$77,674.25	\$31,827.79
Bosa SP		\$7,586.64	<i>\$907.24</i>
Choi's Nursery		\$10,400.00	Exempt
Costco		\$382,360.50	\$156,675.97
Emerald Hills IV		Pd. In 2005	<i>\$2,864.26</i>
Greg Rairdon		\$2,306.30	Exempt
Gribble SP	All 4	\$10,100.00	<i>\$1,569.48</i>
Harley Davidson		\$25,350.00	<i>\$8,421.60</i>
Holiday Inn Express		\$122,200.00	<i>\$51,417.00</i>
King Marine		\$3,965.00	Exempt
Kohl's		\$125,206.00	\$102,098.00
Lifestyle Homes		\$2,310.58	Exempt
Linens-N-Things *		\$74,289.50	\$30,440.85
Michael Mulligan Constr.		\$2,077.00	Exempt
Midway Development		\$18,504.00	Pd. In 2005
Omni Ind. Park		\$106,231.64	<i>\$14,113.06</i>
Palisades North	All 22	\$33,942.00	<i>\$6,474.11</i>
Palisades South	All 32	N/A	<i>\$9,416.88</i>
Powell Bldg B *	Lot 2	\$16,975.17	\$6,995.74
Powell Bldg C & D *	Lot 4	\$48,739.31	\$19,971.41
Powell Bldg F *	Lot 8	\$8,842.52	\$3,623.31
Powell Bldg K *		\$160,340.75	\$89,883.98
<i>Michaels *</i>			
<i>Office Depot*</i>			
<i>Petco*</i>			
<i>La-z-Boy *</i>			
Power Alley		\$9,065.16	Exempt
Precision Collision		\$2,639.00	Exempt
R & D Masonry		\$17,098.67	Exempt
Red Robin*		\$16,332.17	\$6,692.27
Suncrest Ridge	All 15	\$20,046.00	<i>\$3,825.61</i>
Taco Grande *		\$8,842.52	\$3,623.31
Target		\$326,643.37	\$133,845.33
Troy Schmeil	All 8	\$12,459.36	<i>\$2,352.22</i>
Waterfront Park			<i>\$166.00</i>
WhiteKyte SP	All 5	\$16,033.75	Exempt
TOTAL		\$1,718,188.40	\$702,703.49

Chart 2.3

Traffic mitigation fees paid by City of Marysville and Snohomish County projects.

The amounts in grey, italicized font are proof of payment to Snohomish County by a copy of a County receipt.

*Lakewood Crossing

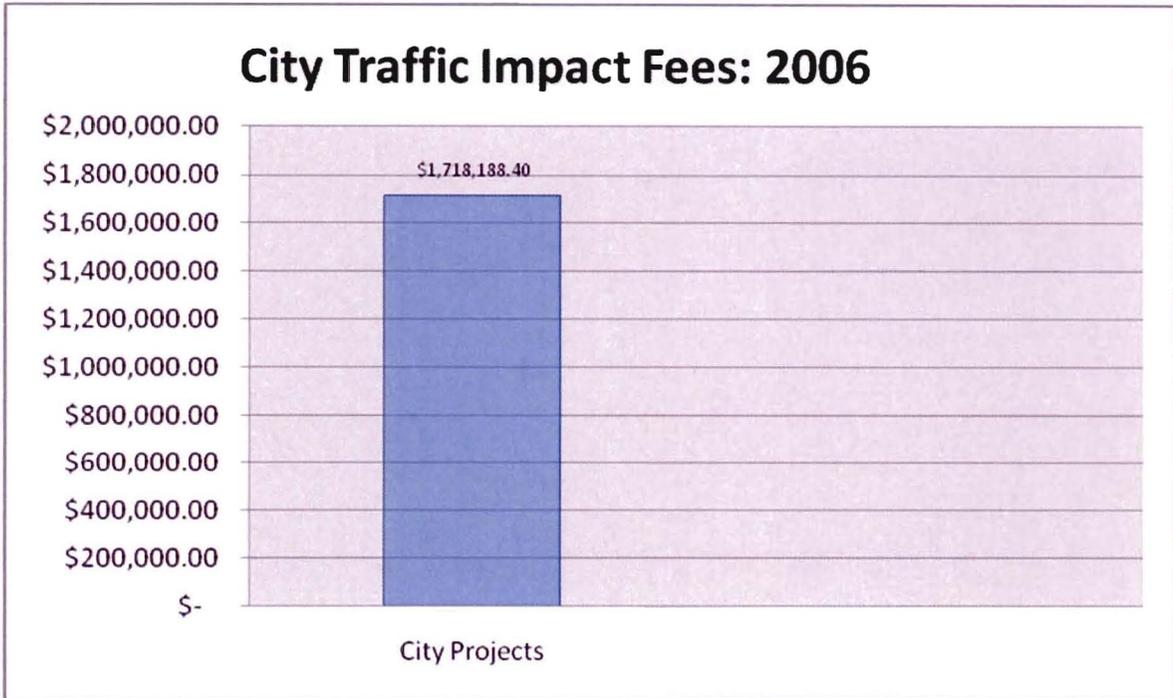
<u>County Project Name</u>	<u>Marysville (ILA)</u>	<u>Sno Co</u>
Anderson Heights	\$19,857.19	
Berrywoods I	\$37,378.20	<i>\$75,485.07</i>
Borseth	\$5,200.00	<i>\$1,282.73</i>
Campus Park	\$22,912.60	
Clearcreek	\$15,297.36	
Creekwood	\$53,575.28	
Harvest Moon	\$37,378.26	
Heartland Div III	\$21,844.26	
Morton's Crossing	\$37,274.40	
Mountain Meadows Div I	\$3,698.90	
Mountain Meadows Div II	\$3,698.90	
Northwest Heights	\$28,656.52	
Pacific Rim	\$21,669.54	
Short SP	\$4,983.44	
Sunnyside Ridge	\$2,000.00	
Thoemke Station	\$19,737.60	<i>\$38,113.92</i>
Wilderun West	\$21,181.09	
Willow Park	\$12,044.00	
TOTAL	\$368,387.54	\$114,881.72
TOTAL	\$2,086,575.94	\$817,585.21

Chart 2.3

Traffic mitigation fees paid by City of Marysville and Snohomish County projects.

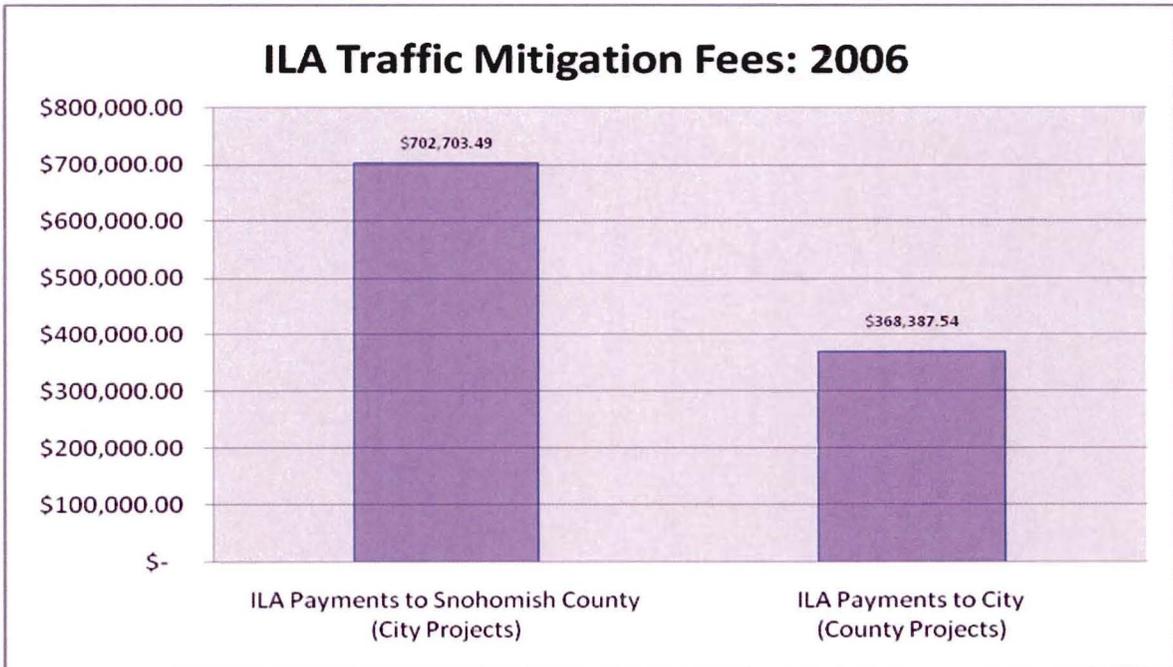
The amounts in grey, italicized font are proof of payment to Snohomish County by a copy of a County receipt.

*Lakewood Crossing



Graph 2.4

This graph represents the total amount of City of Marysville traffic mitigation fees that were received from City projects in 2006.



Graph 2.5

This graph represents the total amount of traffic mitigation fees that were paid to Snohomish County and City of Marysville as a result of the Interlocal Agreement between Snohomish County and from City of Marysville.

City of Marysville
Impact and Mitigation Fees Report
2007 Annual Report

January 2008

City of Marysville
Community Development Department

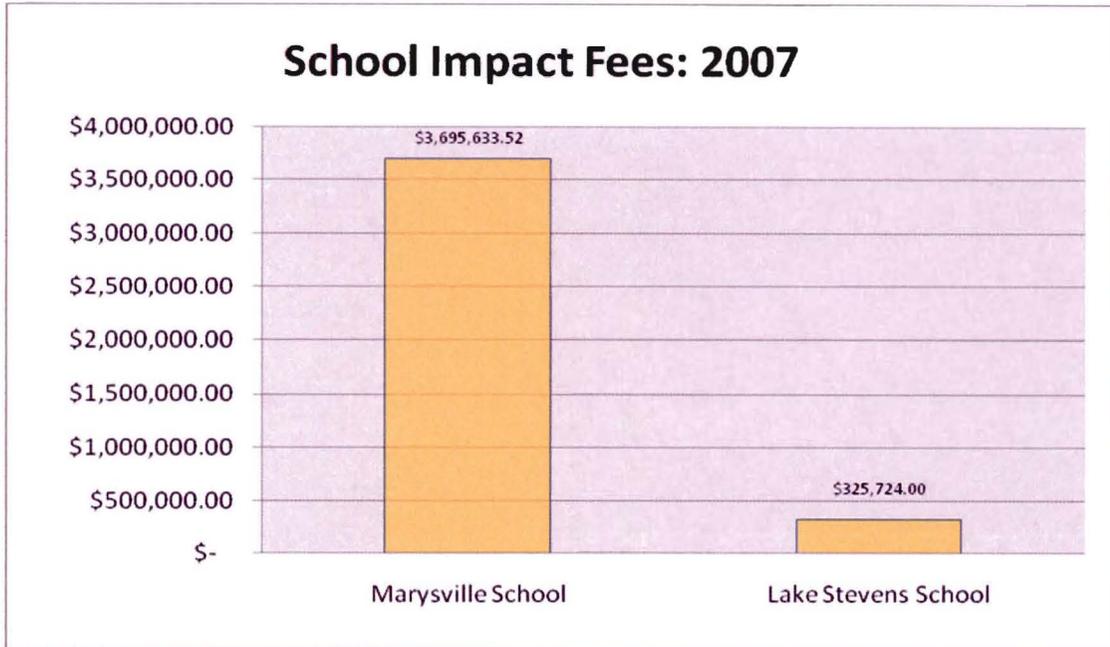
School Impact Fees

The City of Marysville collects school impact fees in accordance with Title 18 C of the Marysville Municipal Code and the City's adopted capital facility plans for the various school districts within the city limits. The Marysville, Lake Stevens and Lakewood School Districts each have portions of their boundaries within the city limits. As such, the City has worked with each district to adopt the School District's capital facilities plan as part of the City's comprehensive plan. The City's ordinance and the District's capital facility plan establish the basis for fee collection within the City limits. These fees are imposed on new construction through the City's development review process, collected at building permit issuance by the City, and then the funds are transferred to the affected School District. In cases where the City has annexed County approved developments, the City collects the County established fee and transfers these funds to the respective School District.

In 2007, the City collected \$4,021,357.52 in school impact fees from City and County projects. This total reflects impact fees for both the Marysville and Lake Stevens School Districts. \$3,695,633.52 was collected by the City for Marysville School District. City projects paid \$2,927,726 and \$767,907.52 was paid by County projects (annexed by the City). Lake Stevens School District received \$325,724; a total of \$228,726 was paid by City projects and \$96,998 from County projects. (See Chart 3.1 for more details as well as Graph 3.1 and 3.2.)

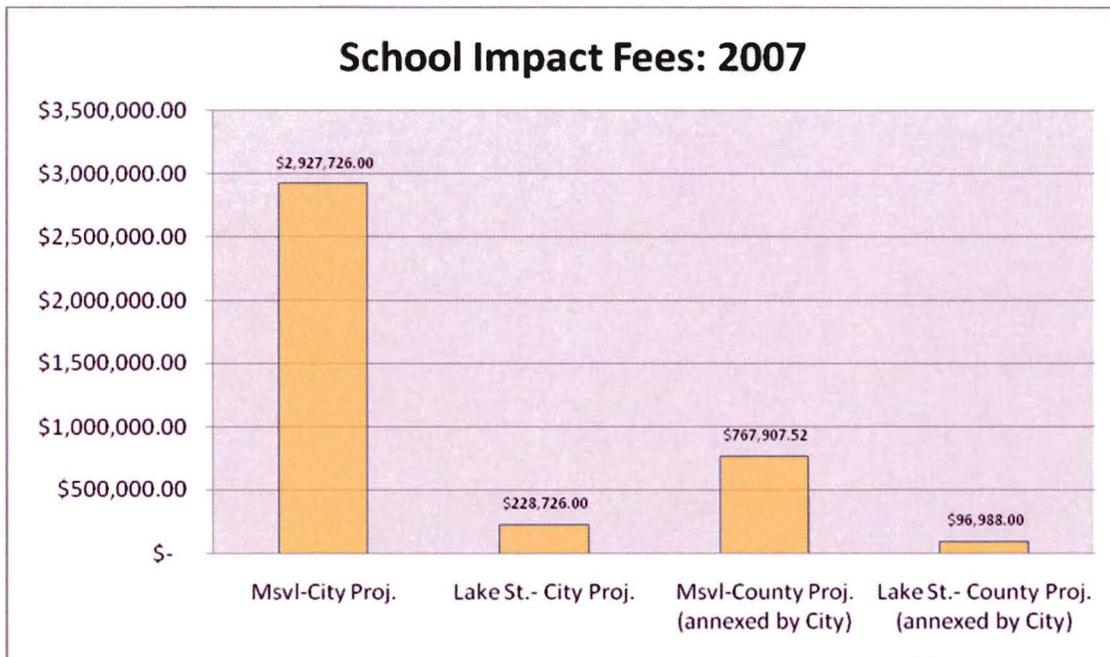
2007 Community Development Fees				
<i>Schools</i>				
<u>City Project Name</u>		<u>Marysville</u>		<u>Lake Stevens</u>
100th St NE	2- Duplexes 1- SFR	\$39,775.00		
1051 Alder Ave	Unit A,B	\$8,434.00		
1701 9th ST SE	Duplex	\$7,955.00		
Cola Court II	Lot 2, 3	\$16,868.00		
Cook/Hansen	Duplex	\$16,868.00		
Eagles Point	All	\$1,824,220.00		
Eline SP	Lot 1, 2, 4, 5, 8	\$42,170.00		
Flying Banjo	Bldg. 1-3	\$47,730.00		
Getchell Hill I	Lot 1	\$8,434.00		
Getchell Hill II	Lot 5-10, 14-24, 28-35, 43, 45, 46, 48, 52-56	\$281,008.00		
Getchell Hill III	Lot 11-21, 27, 32-50	\$261,454.00		
Gray SP	Lot 2			\$6,614.00
Gribble SP	All 4	\$33,736.00		
Nalbach SP	Lot 2, 3	\$16,868.00		
Kenley Plat	Lot 1-11, 17-21, 26-29			\$145,508.00
Palisades North	Lot 3, 8			\$11,144.00
Palisades South	Lot 1, 2, 6, 7, 9, 14, 15, 19, 26, 27, 31			\$65,460.00
Quinn Ave	Duplex	\$7,955.00		
Robinson Lane	All 30 Lot 2, 3 credits)	\$214,785.00		
Ryan Wear SP		\$8,434.00		
Serenade		\$18,000.00		
Suncrest Ridge	Lot 2-5, 7, 8, 11	\$56,164.00		
Zuanich SP		\$16,868.00		
TOTAL		\$2,927,726.00		\$228,726.00
<u>County Project Name</u>				
Ashlynn Park	Lot 1-4, 6, 10-12, 14			\$39,681.00
Berrywoods I	Lot 7, 12, 29, 31-38, 40, 41, 43, 52-56, 60-64	\$129,512.00		
Berrywoods II	Lot 2, 9, 12-26, 30, 35, 36, 56-60, 62, 63, 66-68, 71, 73-76, 79, 80	\$206,131.00		
Cross Canyon	Lot 2-4, 7, 8, 10, 12-25	\$146,066.00		
Clearcreek	Lot 2, 3, 5, 7			\$17,636.00
Fresia/Rakestraw	Lot 2-6, 8, 33-36	\$56,230.00		
Morton's Crossing	Lot 5, 13			\$8,818.00
Orchards on Sunnyside	Lot 2-4, 7-16	\$73,099.00		
Plateau on Sunnyside	Lot 3, 4, 7, 8, 15	\$35,111.00		
Rock Creek North	Lot 14, 89-91	\$22,049.52		
Sunnyside Estates	Lot 2, 4-7, 10, 13, 19, 24-27, 29	\$99,709.00		
Willow Park	Lot 3, 12-17			\$30,863.00
TOTAL		\$767,907.52		\$96,998.00
TOTAL		\$3,695,633.52		\$325,724.00

Chart 3.1
Marysville and Lake Stevens School District impact fees collected from City of Marysville and Snohomish County projects in 2007.



Graph 3.1

This graph represents the total amount of school impact fees collected for each school district from City and County projects in 2007.



Graph 3.2

This graph illustrates the amounts paid to Marysville and Lake Stevens School Districts in 2007. It is organized into four categories: Marysville School impact fees paid by City projects, Lake Stevens School District impact fees paid by City projects, Marysville School impact fees paid by County projects, and Lake Stevens School impact fees paid by County projects.

Park Impact Fees

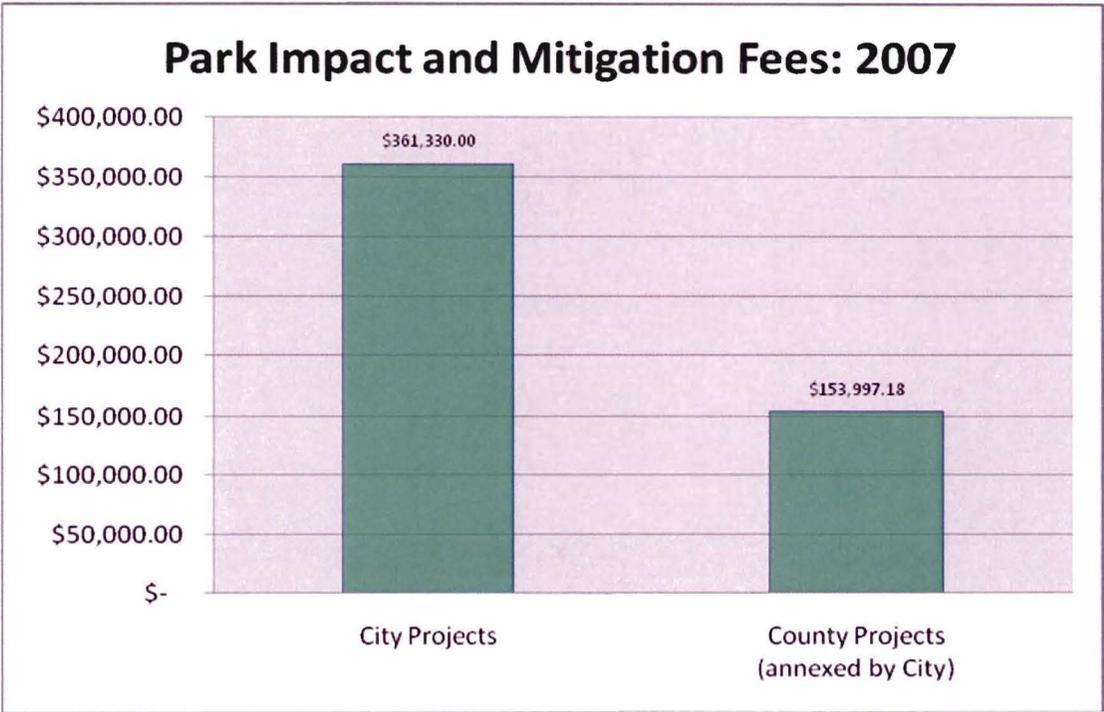
The City of Marysville collects park impact fees in accordance with Title 18 A of the Marysville Municipal Code and the City's adopted park capital facilities plan. These fees are imposed on new construction through the City's development review process, collected at building permit issuance by the City. In cases where the City has annexed County approved developments, the City has an interlocal agreement with Snohomish County that provides for mitigation fee transfer to the City following annexation. These projects continue to be tracked as County projects, although they have since been annexed to the City.

In 2007, \$515,327.18 was received in park impact and mitigation fees from City of Marysville and Snohomish County projects. City projects, meaning those projects filed with the City of Marysville, paid \$361,330 and \$153,997.18 was collected in fees from County projects (these were direct payments). The City received impact fees from County projects that were annexed into the City as a result of the Interlocal Agreement between the City and Snohomish County. (See Chart 3.2 for complete details on project name and amounts paid and Graph 3.3.)

2007 Community Development Fees		
<i>Parks</i>		
<u>City Project Name</u>		<u>Parks</u>
100th St NE	2- Duplexes 1- SFR	\$5,575.00
1051 Alder Ave	Unit A, B	\$1,115.00
1701 9th St SE	Duplex	\$1,115.00
Cola Court II	Lot 2, 3	\$2,230.00
Cook/Hansen	Duplex	\$2,230.00
Eagles Point	All	\$165,343.00
Eline SP	Lot 1, 2, 4, 5, 8	\$5,575.00
Flying Banjo	Bldg. 1-3	\$6,690.00
Getchell Hill I	Lot 1	\$1,115.00
Getchell Hill II	Lot 5-10, 14-24, 28-35, 43, 45, 46, 48, 52-56	\$37,910.00
Getchell Hill III	Lot 11-21, 27, 33-50	\$34,565.00
Gray SP	Lot 2	\$1,115.00
Gribble	All 4	\$4,460.00
Kenley Plat	Lot 1-11, 17-21, 26-29	\$24,530.00
Nalbach SP	Lot 2, 3	\$2,230.00
Palisades North	Lot 3, 8	\$2,230.00
Palisades South	Lot 1, 2, 6, 7, 9, 14, 15, 19, 26, 27, 31	\$12,265.00
Quinn Ave	Duplex	\$1,115.00
Robinson Lane	All 30 (lot 2, 3 credits)	\$30,105.00
Ryan Wear SP		\$1,115.00
Serenade	9 Lots	\$8,667.00
Suncrest Ridge	Lot 2-5, 7, 8, 11	\$7,805.00
Zuanich SP		\$2,230.00
TOTAL		\$361,330.00
<u>County Project Name</u>		
Ashlynn Park	Lot 1-4, 6, 10-12, 14	\$12,250.98
Berrywoods I	Lot 7, 12, 29, 31-38, 40, 41, 43, 52-56, 60-64	\$24,960.00
Berrywoods II	Lot 2, 9, 12-19, 21-26, 30, 35, 36, 56-58, 60, 62, 63, 66-68, 71, 73-76, 79, 80	\$37,440.00
Clearcreek	Lot 2, 3, 5, 7	\$4,160.00
Cross Canyon	Lot 2-4, 7, 8, 10, 12-25	\$20,800.00
Morton's Crossing	Lot 5, 13	\$2,080.00
Orchards on Sunnyside	Lot 1-4, 7-16	\$12,166.00
Plateau on Sunnyside	Lot 3, 4, 7, 8, 15	\$4,480.00
Rakestraw/Fresa	Lot 2-6, 8, 33-36	\$13,612.20
Rock Creek North	Lot 14, 88, 90	\$3,120.00
Sunnyside Estates	Lot 2, 4-7, 10, 13, 19, 24-27, 29	\$11,648.00
Willow Park	Lot 3, 12-17	\$7,280.00
TOTAL		\$153,997.18
TOTAL		\$515,327.18

Chart 3.2

Park impact and mitigation fees collected from City of Marysville and Snohomish County projects in 2007.



Graph 3.3

This graph shows the total of park impact and mitigation fees collected from City and County projects in 2007.

Traffic Mitigation

The City of Marysville collects traffic impact and mitigation fees for new development within city limits and UGA. The fee collection is in accordance with Title 18B of the Marysville Municipal Code (MMC 18B) and the “Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts”. The Interlocal Agreement (ILA) provides for reciprocal collection of fees for County and City projects. For City projects, the City assesses traffic fees to projects within the City limits and remits those (directly or by transfer of funds) to Snohomish County. For County projects, the County assesses traffic fees to projects within our agreed service area and remits those (directly) to the City of Marysville. The following report provides a summary of fees collected under MMC 18B for City projects, as well as funds collected and remitted through the ILA process.

City Traffic Mitigation-MMC 18B

In 2007, the City received \$1,231,614.29 from City developments assessed under implementation of MMC 18B. (See Chart 3.4 and Graph 3.5, for complete details and breakdown of total fees collected.)

County Traffic Mitigation -ILA

In accordance with the Interlocal Agreement between Snohomish County and City of Marysville, City projects must pay traffic mitigation fees to Snohomish County if the project is subject to SEPA. In Chart 3.3, the column labeled “Sno Co (ILA)” refers to projects that were subject to SEPA and were responsible for paying Snohomish County traffic mitigation fees as part of this interlocal agreement. Projects under SEPA thresholds were exempt from paying traffic mitigation fees to Snohomish County, and are marked “Exempt”.

In 2007, City developments paid Snohomish County \$396,426.28 for traffic impacts to the County road system. These monies were used to fund county road improvement projects within Transportation Service Area B of the County’s transportation plan.

In 2007, County projects paid the City \$673,876.99 for impacts to City roads. These projects were used to fund projects within the City limits, including State Avenue.

The City also tracked collection of \$298,684.17 in funds to Snohomish County for County projects annexed to the City. The proof of payment is necessary for projects where the City of Marysville is responsible for issuing building permits. A building permit will not be issued without the proof of payment of traffic mitigation fees to Snohomish County.

Road Improvements

In 2007, the traffic impact and mitigation fees were used to assist in funding projects along State Avenue, 116th Street NE and Ingraham Boulevard. The funds were also utilized in funding for improvements on Fourth Street/Highway 528 between 47th Avenue NE and 67th Avenue NE.

2007 Community Development Fees			
<i>Transportation</i>			
City Project Name		Marysville	Sno Co (ILA)
100th St NE	2- Duplexes 1- SFR	\$11,588.75	Exempt
1051 Alder Ave	Unit A, B	\$2,898.00	Exempt
1701 9th ST NE	Duplex	\$1,460.50	Exempt
Bldg. J		\$8,842.52	\$3,623.31
Boston Pizza		\$17,103.77	\$7,008.44
Central Welding	Lot A	\$13,273.00	\$3,661.03
Cook/Hansen	Duplex	\$9,198.00	\$1,545.65
D. Peterson (PA06-021)		\$9,994.92	Exempt
Discount Tire/Grease Monkey		\$49,400.00	\$10,629.00
Eagles Point	All	\$532,500.50	\$69,556.60
Eline SP	All 8	\$17,676.00	Exempt
Flying Banjo	Bldg. 1-3	\$13,906.50	Exempt
Getchell Hill III		\$61,680.00	\$22,973.60
Getchell Hill IV		N/A	\$18,953.22
Gray SP		\$3,175.00	Exempt
Grove Elem.		\$77,971.00	\$9,064.00
Hartman Remodel		\$5,080.00	Exempt
Hilo Park (refund of \$15,900)			
Kenley Plat		\$45,165.18	\$8,534.05
Lakewood Station		\$26,000.00	
Leifer Development	Bldg. 2	\$36,829.00	\$9,486.71
McCann		\$4,467.10	Exempt
Meadow @ Two Cedars	All	\$92,354.40	\$79,205.04
Nalbach SP	Lot 2, 3	\$3,084.00	Exempt
Quinn Ave	Duplex	\$1,460.50	Exempt
RJM SP		\$6,350.00	Exempt
Robinson Lane	All 30	\$85,725.00	\$13,242.49
Ryan Wear SP		\$1,542.00	Exempt
Serenade	All 10	\$13,878.00	\$2,268.09
Shadow Brook	All	\$35,274.25	\$3,237.05
Shipp CUP		\$8,190.00	Exempt
Union Square		\$13,249.08	Exempt
Waldo Heights/Bucher		\$20,046.00	\$2,938.00
Walmart			\$130,500.00
Zuanich SP		\$2,251.32	Exempt
TOTAL		\$1,231,614.29	\$396,426.28

Chart 3.3

Traffic mitigation fees collected from City of Marysville and Snohomish County projects in 2007.

The amounts in grey, italicized front are proof of payment to Snohomish County by a copy of a County receipt.

<u>County Project Name</u>		<u>Marysville (ILA)</u>	<u>Sno Co</u>
Alpine Ridge		\$28,269.20	\$3,392.40
Ashlynn Park		\$11,213.46	\$18,338.40
Berrywoods I		\$29,902.57	\$122,406.60
Berrywoods II		\$44,853.84	\$20,401.10
Campus Park		\$3,395.20	
Clearcreek		\$5,883.60	
Cross Canyon	Lot 24, 25 PD 2x	\$33,496.12	\$47,937.60
Hamo SP		\$2,565.40	
Jim Short SP		\$1,245.86	
Msvl. School-Second Options		\$15,209.99	
Msvl. School-Tulalip		\$21,840.00	
Meadow @ Quail Run		\$1,677.40	
Mill Rose		\$14,803.20	
Morton's Crossing			\$1,935.72
Orchards @ Sunnyside		\$18,349.80	\$32,601.60
Pacific Meadows		\$407,892.28	
Plateau @ Sunnyside		\$6,229.70	\$5,591.28
Rakestraw/Fresa			\$13,046.32
Ridge @ Rock Creek		\$3,667.29	\$8,006.40
Rock Creek Div II			\$5,480.64
Sunnyside Estates		\$14,951.28	\$5,591.28
Willow Park		\$8,430.80	\$13,954.83
TOTAL		\$673,876.99	\$298,684.17
TOTAL		\$1,905,491.28	\$695,110.45

Chart 3.3

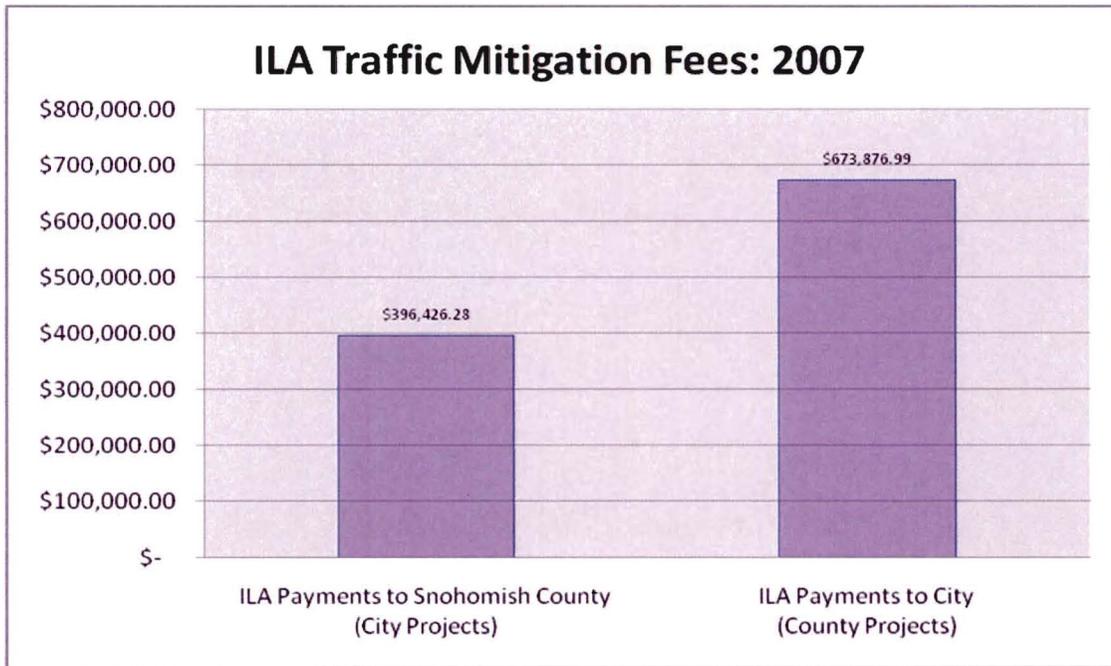
Traffic mitigation fees collected from City of Marysville and Snohomish County projects in 2007.

The amounts in grey, italicized front are proof of payment to Snohomish County by a copy of a County receipt.



Graph 3.4

This graph represents the traffic mitigation fees that were paid to the City of Marysville by City projects in 2007.



Graph 3.5

This graph represents the total amount of traffic mitigation fees that were paid to Snohomish County and City of Marysville as a result of the Interlocal Agreement between Snohomish County and City of Marysville.