

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

July 20, 2009

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

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

1. Approval of July 6, 2009 City Council Work Session Minutes.
2. Approval of July 13, 2009 Joint Marysville City Council and Snohomish County Council Meeting Minutes.

Consent

3. Approval of July 8, 2009 Claims in the Amount of \$93,673.75; Paid by Check No.'s 56782 through 56877 with no Check No.'s Voided.
4. Approval of July 15, 2009 Claims.
5. Approval of July 22, 2009 Claims.
6. Approval of July 20, 2009 Payroll.

Review Bids

7. Award 67th Avenue NE Overlay Project.
8. Award Jones Creek Flood Damage Repairs Project.

Public Hearings

9. Discussion Related to the Adoption of a Six Year Transportation Improvement Program (2010-2015) in Accordance with RCW 35-77-010. (Public Hearing will be held July 27th)

New Business

10. Amendment No. 3 to the Janitorial Services Contract between the City of Marysville and Advantage Building Services in the Amount of \$14,551.86.

Work Sessions are for City Council study and orientation – Public Input will be received at the July 27, 2009 City Council meeting.

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11. 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Application.
12. Fourth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Lake Stevens Increasing Fees to \$42.00 for Infractions and \$90.00 for Criminal Citations; and for Renewal of the Agreement through December 31, 2011; and Revising the Notice Period for Termination.
13. Interlocal Agreement between the City of Anacortes, Port of Anacortes, and City of Marysville for Outdoor Video Services.
14. Project Prospectus and State Funding Agreement with Washington State Department of Transportation for the 47th Avenue NE Improvements Project.
15. Supplemental Agreement No. 1 to Professional Services Agreement for City of Marysville with AmTest, Inc. in the Amount of \$66,795.00 for Water Quality Testing Services.
16. Hotel/Motel Tax Committee Recommends the Allocation of \$70,259 from Hotel/Motel Tax Revenues as Follows: \$15,000 to Maryfest; \$18,000 to Marysville Historical Society; \$3,674 to Northwest Agriculture Business Center; \$8,000 to Marysville Police Department (Special Events); \$8,500 to City of Marysville (Passport to Parks); \$5,500 to City of Marysville (Visitors Guides); \$2,185 to Marysville Dog Owners; \$5,000 to Marysville Police Department (Motor Office Training); \$2,500 to City of Marysville (Streets) and \$1,900 to City of Marysville (Solid Waste).
17. Recovery Contracts Amendments to the Marysville Municipal Code (MMC) 14.07.09, 14.16.130, 18.24.045, and 14.07.005.
18. A **Resolution** of the City of Marysville Announcing the Retirement of K-9 Police Dog Radar and Therefore Declaring the K-9 Police Dog Radar to be Surplus and Authorizing the Sale of the K-9 Police Dog Radar.
19. Agreement between the City of Marysville and Stacey Dreyer for Ownership of Retired K-9 Officer Radar.
20. A **Resolution** of the City of Marysville Adopting a Six-Year Transportation Improvement Program (2010-2015).
21. A **Resolution** of the City of Marysville Declaring 18,000 Old Water Meters of Personal Property to be Surplus and Authorizing the Sale of Disposal Thereof.
22. A **Resolution** of the City of Marysville for the Central Marysville Annexation.
23. An **Ordinance** of the City of Marysville, Washington, Adopting the 2009 City of Marysville Water Comprehensive Plan.

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24. An **Ordinance** of the City of Marysville, Washington, Adopting Stormwater Management Regulations for Illegal Discharges Pursuant to the Western Washington Phase Municipal Stormwater Permit Issued to the City by the Washington State Department of Ecology, Adopting Related Code Amendments, and Amending Chapters 3.20, and 19.22, and Adopting Chapter 14.21, of the Marysville Municipal Code.
25. An **Ordinance** of the City of Marysville, Washington Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for the Construction of Ingraham Boulevard between 67th Avenue NE and 74th Drive NE.
26. An **Ordinance** of the City of Marysville, Washington Relating to Extensions of Development Approval Expiration Periods Relating to Substantial Revisions of County Approved Plats, and Amending Sections 15.09.080, 16.04.010, 19.52.090, 20.12.120, 20.20.080, and 20.48.050, and Adopting Section 20.12.130, of the Marysville Municipal Code.
27. An **Ordinance** of the City Council of the City of Marysville, Washington Enacting a New Chapter 19.51 Marysville Municipal Code Consolidating and Establishing Terms for Acceptable Security for Performance and Maintenance of Improvements Associated with Development and Amending the Following Sections of the Municipal Code to Make Them Consistent with the Provisions of the New Chapter: 15.20.010, 19.16.030, 19.24.150(2), 19.24.270(2), 19.24.300(3), 19.28.060(2), 19.38.040(8), 19.40.080, 19.42.130(9), 20.24.240, 20.24.260, 20.56.270, and 20.56.290.

Legal

Mayor's Business

28. Park Board Reappointments; Gayle Bluhm and John Myers.

Staff Business

Call on Councilmembers

Executive Session

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

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Adjourn

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

Work Sessions are for City Council study and orientation – Public Input will be received at the July 27, 2009 City Council meeting.

COUNCIL



MINUTES

Work Session

July 6, 2009

Call to Order / Pledge of Allegiance

Mayor Kendall called the meeting to order at 7:00 p.m. and 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, City Attorney Craig Knutson, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Police Commander Robb Lamoureux, and Asst. Admin. Services Director Tracy Jeffries.

Committee Reports

John Soriano reported that the LEOFF 1 Committee met on June 24 where they reviewed and approved four claims.

Discussion Items

Approval of Minutes

1. Approval of June 15, 2009 City Council Work Session Minutes.
2. Approval of June 22, 2009 City Council Meeting Minutes.

Consent Agenda Items

3. Approval of June 17, 2009 Claims in the Amount of \$1,454,189.43; Paid by Check No.'s 56348 through 56493 with Check No.'s 51594, 55713, and 55749 Voided.
4. Approval of June 24, 2009 Claims in the Amount of \$384,678.43; Paid by Check No.'s 56494 through 56630.
5. Approval of July 1, 2009 Claims
6. Approval of June 19, 2009 Payroll in the Amount of \$914,818.32; Check No.'s 21495 through 21560.

Review Bids

7. Award Bid for the Sunnyside Well 1R Drilling and Development Project.

Public Works Director Kevin Nielsen reported that the low bid was around \$139,000. The engineer's estimate was around \$170,000. More information will be in Council's packet next week.

8. Award Bid to Modern Machinery Co., Inc. in the Amount of \$112,937.48 for the Purchase of a New Hydraulic Excavator.

Public Works Director Kevin Nielsen stated that this is to replace a backhoe since an excavator is more suitable for some of the types of work they do.

Public Hearings

9. Joint Public Hearing between Marysville City Council and Snohomish County Council to Discuss the "Central Marysville Annexation". (Public Hearing to be held on July 13th)

Community Development Director Gloria Hirashima explained the annexation is being jointly advertised by the Snohomish County Council and Marysville City Council. The County Council will be coming to the meeting next week to hold the public hearing. This will get an Interlocal Agreement in place which is consistent with state law relating to annexations by Interlocal Agreement. Assuming approval by both councils, they would then move the annexation to the next step which is the Boundary Review Board. She noted that several community meetings and open houses have been planned in advance of the hearing to give the public a chance to ask questions in a more informal setting.

New Business

10. Interlocal Agreement between the City of Marysville and Snohomish County Providing the Annexation to the City of the Area Known as the “Central Marysville Annexation” Pursuant to RCW 35A.14.460.

See above.

11. Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Coordination of Improvements to 88th Street NE.

Director Hirashima explained that this is a separate item because it requires two separate actions. The County Council’s process is a little longer than Marysville’s so the 88th Street Interlocal will only be considered by the City of Marysville even though Snohomish County Council will be here. They will need to have a second hearing to consider the 88th Street Interlocal Agreement on their own. This provides for the transfer of 88th Street to the City of Marysville

Mary Swenson thanked Gloria Hirashima and Kevin Nielsen for their role in negotiating these Interlocal Agreements. She commended Director Hirashima for taking the lead on these.

Jon Nehring also congratulated staff on the Interlocal Agreement and the funding support. He asked if the duration on this agreement is standard. Director Hirashima explained that the County felt it was important to have a termination date for the Interlocal Agreement. Staff felt that in ten years they will have transferred everything so it is not likely to be an issue. There is a provision for extension if needed. There was discussion about all the work that has been done to get to this point.

Councilmember Nehring asked if staff was comfortable with the building permit extensions. Director Hirashima stated that they are. She added there have been some letters written by Pacific Ridge Homes who have concerns about the plan review process.

Jeff Seibert asked what the reason was for the four-month building permit extensions. Director Hirashima stated that this is standard in the City’s current Agreement. It allows things that are already in process to be completed. She discussed staff’s reasoning for this.

Councilmember Seibert asked about a sunset period for major developments. Gloria Hirashima acknowledged that this is an issue and discussed staff’s comfort level with this issue. Councilmember Seibert commended staff for all the work they have done.

John Soriano referred to item 9 on page 10-8 regarding Parks and Open Space. He asked how the separate documents conveying the different parks to the City would be handled. Director Hirashima said the Quit Claim Deeds would have to be handled individually at a later date.

Councilmember Soriano pointed out a spelling error of *automatic* on item P on page 10-16. He then asked if this code gives specifics as to residential versus commercial. Director Hirashima indicated it was similar to the City's code. There was some discussion about sprinkling requirements for single-family homes.

Jeff Vaughan asked if this would include the high school. Mayor Kendall replied that it would as well as other schools. Mary Swenson added that there are some road improvements that are already in play that the County is going to complete.

Carmen Rasmussen asked why certain road projects were referenced in the Agreement while others weren't. Mayor Kendall explained that projects that are expected to be done before the annexation aren't noted in the Agreement.

Mary Swenson concluded that this appears to have the full support of the County. She credited the Mayor for this. She also noted that this annexation completes the City's annexation plan resulting in the entire UGA being in the city limits after this annexation.

12. Approve Marysville Downtown Merchants Association to Conduct a Special Event on August 14th and August 15th, 2009, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant.

Mayor Kendall reviewed this item. There were no comments or questions.

13. Approve Orange Cab to Operate a For-Hire Business in Marysville.

Jeff Seibert commented that this is providing a need for some residents in the city.

14. Final Plat Mylar for Jacqueline Ridge – Phase 3.

Director Hirashima commented that the change of payment to the building permit issuance has allowed some people to move forward more quickly.

15. Amended Basic Terms and Conditions Agreement through the Snohomish County Human Services Department providing for Reimbursement of Wages for the Program Clerk Position at KBSCC.

Parks and Recreation Director Jim Ballew stated that this is an Amended Agreement from the County. This is a renewal with some housekeeping changes.

16. Acceptance of the SR 528 (47th Avenue NE to 67th Avenue NE) Road Improvement Project Marking Initiation of the 45-Day Lien Filing Period for Project Closeout.

Councilmember Seibert stated that he appreciates the effort that staff and the contractor went to in order to alleviate the problem with the "bump". Public Works Director Kevin Nielsen recognized Kyle Woods who managed most of the construction on this project.

17. Interlocal Agreement GCA-5715 with Washington State Department of Transportation for Police Traffic Control Services.

Kevin Nielsen discussed this item.

18. Incentive Payment Memorandum of Understanding (IMPOU) Agreement between the Social Security Administration and the Washington Association of Sheriffs and Police Chiefs.

Robb Lamoureux explained how this Agreement would benefit the City.

Mayor's Business

Mayor Kendall had the following items to report:

- He gave an update regarding fire calls on the 4th of July. He was informed by the fire department that there were 68 fire calls, 24 brush fires, 2 dumpsters fire, 1 residence fire, 3 mutual calls to residential, 3 cardiac arrests and 1 stabbing. 28 of the calls were fireworks-related.
- He displayed a photograph of one of the parks that city staff cleaned up. He commended staff's work over the weekend.
- Community Transit broke ground last week for the Park and Ride.
- He went to Granite Falls as a member of the Board of Directors of the Public Works Trust Fund. They did the ground-breaking on the Granite Falls bypass. This will take out 2,000 rock trucks out of the middle of Granite Falls by the year 2011.
- He attended a meeting at the bakery to meet with the merchants down on 3rd Street.
- Open House tomorrow regarding the annexation.

Staff Business

Robb Lamoureux:

- The police department received 98 complaints from 6 a.m. Friday morning through 6 a.m. Monday morning which was fewer complaints than last year. Two citations were written for illegal fireworks over the weekend.
- They received a grant for four more flashing school zone beacons. After those are installed all of the elementary schools will have flashing beacons in their school zones.

Kevin Nielsen:

- Public Works is cleaning up fireworks before they get into the storm drains.
- They are working on a sink hole on Sunnyside south of 52nd. It looks like a conduit is going through the sewer.
- He commended John Tatum, the engineering staff as well as the police for getting this together and receiving the grant.

Jim Ballew:

- He has not heard anything yet from Maryfest but staff thinks all went well.
- The first film was last week and between 400 and 500 people showed up. This was more than they expected and the best turnout they have ever had.
- Repairs to Ebey Waterfront Park are done.
- Jennings Park and Comeford Park concerts start this week.

Gloria Hirashima:

- Annexation meeting tomorrow night. One of the reasons people are in favor of the annexation is that the Mayor and the Council are exhibiting good leadership.
- Downtown Plan workshops are occurring now. Community meetings will be scheduled over the next couple months.
- She has attended some housing meetings that concern Marysville. The Federal Reserve Board sponsored a meeting in the area. They will be holding a foreclosure prevention workshop in Everett later this month. Community Trade and Economic Development (CTED) also sponsored a meeting to go over recovery plans for the area. CTED is submitting a grant to the Department of Commerce. Our area was identified as one of the highest foreclosure areas and high-leverage loan areas.
- Community Development will be changing counter hours from 7:30 to 4:00 effective July 15 due to staffing reductions.

Craig Knutson stated the need for an Executive Session to discuss one litigation item, expected to last 15 minutes with action needed.

Mary Swenson:

- Stated that the meeting with Downtown Merchants was a very good. There were some issues regarding parking that they wanted to discuss. The City informed them they would have two follow-up meetings, one with the police department and one regarding the Downtown Plan.
- Was pleased that the Tulalips cracked down on illegal fireworks this year.

Call on Councilmembers

Jeff Vaughan had no comments.

Carmen Rasmussen:

- Congratulated Director Hirashima and her staff and everyone who worked on the annexation.
- She thanked Gloria Hirashima for her work with the neighborhood stabilization programs.
- She noted that at the groundbreaking for Community Transit, one of the CT staff members approached her and told her how fabulous the community development department in Marysville is to work with.
- She will attempt to make it to the open house tomorrow night.

- She noted that the stop sign at 88th Street and 55th going westbound is hidden by a tree.

Jon Nehring:

- Thanked Gloria Hirashima, Kevin Nielsen and the rest of the staff for their work on the annexation.
- He congratulated Director Hirashima and Sandy Langdon for their time with the City.

Lee Phillips had no comments.

John Soriano:

- Congratulated the Wellness Committee for the City who received the AWC award for their efforts.
- He commended staff on the work for the annexation.
- He enjoyed the Freedom Fair at the naval base in Everett.

Donna Wright said they would have a program later to honor the Wellness Committee. She said she also heard comments from Community Transit about how they enjoy working with Marysville staff and the Mayor.

The Popcorn in the Park was packed and a lot of fun.

Jeff Seibert commended the Mayor for going to Granite Falls for the groundbreaking.

- He congratulated staff for their work on the Annexation Agreement and for the positive feedback about working with Marysville staff.
- He referred to a letter from Senator Jean Burkey commending the wastewater treatment staff for receiving the Outstanding Wastewater Treatment Performance for 2008 from Washington State Department of Ecology.

Mayor Kendall recessed the meeting at 8:09 p.m. before reconvening into Executive Session to discuss one litigation item expected to last 15 minutes with action to be taken.

Executive Session

Executive session started at 8:16 p.m. and lasted until 8:30 p.m.

A. Litigation

B. Personnel

C. Real Estate – one matter pursuant to RCW 42.30.110(1)(i)

Motion made by Councilmember Jon Nehring, seconded by Councilmember Jeff Seibert, to authorize the Mayor to sign the Settlement Agreement as discussed in executive session. **Motion** passed unanimously (7-0).

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 8:30 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

Recap of Joint Marysville City Council and Snohomish County Council Meeting
July 13, 2009 **7:00 p.m.** **City Hall**

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Public Hearing	
Joint Public Hearing between Marysville City Council and Snohomish County Council to Discuss the "Central Marysville Annexation".	Held
New Business	
Authorize the Mayor to execute the Interlocal Agreement between the City of Marysville and Snohomish County providing the Annexation to the City of the Area Known as the "Central Marysville Annexation" Pursuant to RCW 35A.14.460 and direct City Staff to Prepare a Resolution and Notice of Intent to the Boundary Review Board for Snohomish County.	Approved
Authorize the Mayor to Sign the Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Coordination of Improvements to 88th Street NE.	Approved
Approval of Minutes	
Approve June 15, 2009 City Council Work Session Minutes.	Approved
Approve June 22, 2009 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of June 17, 2009 Claims in the Amount of \$1,454,189.43; Paid by Check No.'s 56348 through 56493 with Check No.'s 51594, 55713, and 55749 Voided.	Approved
Approval of June 24, 2009 Claims in the Amount of \$384,678.43; Paid by Check No.'s 56494 through 56630.	Approved
Approval of July 1, 2009 Claims in the Amount of \$1,020,419.62; Paid by Check No.'s 56631 through 56781 with no Check No.'s Voided.	Approved
Approval of June 19, 2009 Payroll in the Amount of \$914,818.32; Check No.'s 21495 through 21560.	Approved
Approval of the Marysville Downtown Merchants Association to Conduct a Special Event on August 14th and August 15th, 2009, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant.	Approved
Approval of Orange Cab to Operate a For-Hire Business in Marysville.	Approved
Authorize the Mayor to Sign the Final Plat Mylar for Jacqueline Ridge – Phase 3.	Approved
Authorize the Mayor to Sign the Amended Basic Terms and Conditions Agreement through the Snohomish County Human Services Department Providing for Reimbursement of Wages for the Program Clerk Position at KBSCC.	Approved
Acceptance of the SR 528 (47th Avenue NE to 67th Avenue NE) Road Improvement Project Marking Initiation of the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to Sign the Interlocal Agreement GCA-5715 with Washington State Department of Transportation for Police Traffic Control Services.	Approved

Recap of Joint Marysville City Council and Snohomish County Council Meeting
July 13, 2009 **7:00 p.m.** **City Hall**

Authorize the Mayor to Participate in the Incentive Payment Memorandum of Understanding (IMPOU) Agreement between the Social Security Administration and the Washington Association of Sheriffs and Police Chiefs.	Approved
Approval of July 2, 2009 Payroll in the Amount of \$1,545,942.66; Paid by Check No.'s 21561 through 21627.	Approved
Review Bids	
Award Bid for the Sunnyside Well 1R Drilling and Development Project to Boart Longyear in the Amount of \$139,307 Including Washington State Sales Tax and Approve a Management Reserve of \$10,000 for a Total Allocation of \$149,307.	Approved
Award Bid to Modern Machinery Co., Inc. in the Amount of \$112,937.48 for the Purchase of a New Hydraulic Excavator. (Tab 8)	Approved
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:29

COUNCIL  MINUTES

Joint Marysville City Council / Snohomish County Council Meeting
July 13, 2009

Call to Order / Pledge of Allegiance

Mayor Kendall called the July 13, 2009 Joint Marysville City Council and Snohomish County Council meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Snohomish County Council Vice-Chair Dave Gossett called the Snohomish County Council meeting to order at 7:01 p.m. and noted that Chair Mike Cooper would not be attending the meeting as he went home ill.

Roll Call

Tracy Jeffries 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 and Councilmember Donna Wright
- Absent:** Councilmember Jeff Vaughan
- Also Present:** Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, City Attorney Grant Weed, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Police Commander Robb Lamoureux, Chief Information Officer Doug Buell, Asst. Admin. Services Director Tracy Jeffries.

Ms. Jeffries noted that Jeff Vaughan was on vacation and had asked for an excused absence.

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

Call to Order

Sheila McCallister gave the roll call for the Snohomish County Council. The following Councilmembers and staff were in attendance.

County Council: Dave Somers, Dave Gossett (Vice-Chair), Brian Sullivan, John Koster

County Council Absent: Mike Cooper (Chair)

Snohomish County: Legislative Assistant Sheila McCallister; Legislative Analyst Peggy Sanders; Jacqueline Reid, Planning Department; Richard Craig, Planning Department; Doug McCormick, Public Works Department; Steve Thomsen, Public Works Director; Barb Mock, Planning

Public Hearing

Joint Public Hearing between Marysville City Council and Snohomish County Council to Discuss the “Central Marysville Annexation”. (Tab 9)

Mayor Kendall opened the hearing at 7:02.

Staff Presentation: Community Development Director Hirashima discussed the Interlocal Agreements (ILA) for the Central Marysville Annexation and reviewed the history of this annexation. She mentioned that several community meetings had been held.

Snohomish County Legislative Analyst Peggy Sanders spoke regarding the status of actions taken at the County Council thus far. The Planning Committee discussed the Interlocal Agreement and the Ordinance that would authorize the Executive to sign that agreement at their meeting on June 23. The Public Works Committee discussed the Interlocal Agreement on 88th Street at their meeting on July 7. A public hearing on the 88th Street ILA is scheduled for July 22 at 10:30 a.m.

Public Comments:

Joanne Thorleifson, 10107 54th Drive NE, Marysville, WA, spoke in support of the annexation. She felt they would have more say regarding water rates and other fees. She asked about dog tag expiration dates. Commander Robb Lamoureux explained that the City of Marysville licenses dogs at no cost, but they would be required to get new tags.

Bruce Steinmer, 14118 53rd Place NE, Marysville, WA, asked about disparity between fees stated in the brochure and fees actually charged for rural water fee and waste fee. He asked for clarification about the 5% utility tax. Finally, he spoke against the annexation, stating that they lived outside city limits by choice.

He expressed frustration that garbage services would not be available for seven years. Mary Swenson commented that there is a 7-year lag per RCW from the current garbage carrier to the new carrier; it has nothing to do with the City.

Lynn Eshleman, Pacific Ridge Homes, 17921 Bothell Everett Highway, Bothell, WA, referred to letters sent earlier expressing concerns about the Interlocal Agreement. She still has concerns regarding the building permits and the time, effort and cost that the company will incur if the current approved basic plans are not transferred to the City. She expressed frustration that they would need to have their basic plans re-reviewed by the City after the annexation takes place.

Mike Pattison, Master Builders Association, 335 116th Ave S, Bellevue, WA 98004, echoed Pacific Ridge Homes' concerns regarding basic plans. Aside from this, he spoke in support of annexations in general, and this annexation in particular.

Lisa DeGreave, 145th Street, Timberbrook, asked for clarification of the 60% figure. She and her husband bought in the unincorporated area in order to stay out of city limits. She does not want to be forced to pay for garbage service. She spoke against the annexation being forced on them.

Jerry DeGreave, 145th Street NE, Timberbrook, spoke against government regulations and control. He stated that taxes would likely rise and taxes on energy increase.

Seeing no further public comments, Mayor Kendall closed the public comment portion of the meeting at 7:22 p.m.

Council Discussion:

County Councilmember Somers asked staff to address the building permit issue. Director Hirashima stated that the ILA does provide for transfer of permits from County to City. She explained that what Ms. Eshleman and Master Builders are asking for is that future new applications to come in under the County system. New applications must comply with the City's permit requirements and processes. She explained details of the situation.

County Councilmember Somers summarized that existing approved building permits will be honored, but once the transfer of jurisdiction takes place then the city's process and requirements will be required. He added that, legally, once you take jurisdiction you can't default to somebody else's process unless you adopt that process. Director Hirashima concurred.

County Council Vice-Chair Gossett asked about specifics of the plan review process. Director Hirashima stated that the City does an established plan which is similar to basic plan, but the City does not offer a discount. They do, however, shorten the timeframe.

County Councilmember Koster asked staff to review the RCW regarding the process. City Attorney Grant Weed reviewed the annexation process thus far and the steps that will be taken following this hearing if it is approved by both councils.

City Councilmember Rasmussen expressed appreciation to Gloria Hirashima for her hard work and for addressing concerns raised by Pacific Ridge Homes and Master Builders. She requested that Community Development staff look at the possibility of the basic plan as something to possibly consider in the future for plan review.

Councilmember Phillips said he appreciated the work that has been done on this, but expressed concerns about forcing this annexation on residents outside city limits. He felt that this annexation should be done by election or by the representation of property owners.

Councilmember Seibert thanked both staffs for the work done on this. He commented that this process has been going on for years and concerns about the process could have been addressed during that time. He spoke in support of the annexation.

Councilmember Nehring thanked both staffs for their hard work. He noted that a key issue was the work and the negotiations for 88th Street funding that will be available as a resource to get that work done. He echoed Councilmember Seibert's comments that this has been in process for a couple years and has been worked on hard by both staffs during that time. He spoke in support of the annexation.

Sheila McCallister read the title of Snohomish County Ordinance #09072, "Approving and Authorizing the County Executive to Sign an Interlocal Agreement between Snohomish County and the City of Marysville providing for the Central Marysville Annexation."

Motion made by Snohomish County Councilmember Koster, seconded by Councilmember Somers, to approve Ordinance #09072. Upon a roll call vote, the **Motion** passed unanimously (4-0).

Motion made by City of Marysville Councilmember Nehring, seconded by Councilmember Seibert, to authorize the Mayor to execute the Interlocal Agreement between the City of Marysville and Snohomish County Providing the Annexation to the City of the Area Known as the "Central Marysville Annexation" Pursuant to RCW 35A.14.460 and direct City Staff to prepare a Resolution and Notice of Intent to the Boundary Review Board for Snohomish County. **Motion** passed (5-1) with councilmember Phillips voting against the motion.

Mayor Kendall thanked the Snohomish County Council members and staff for coming to the meeting and for the work they have done on this matter. He also commended the work done by Marysville staff.

Dave Somers encouraged the city to review the process of the basic plans. Mayor Kendall replied that they would.

Councilmember Seibert thanked the County Council for coming and for supporting their efforts.

Recess

Mayor Kendall recessed the City Council meeting at 7:39 p.m.

Vice-Chair Somers adjourned the County Council meeting at 7:39 p.m.

Mayor Kendall called the Marysville City Council meeting back to order at 7:52 p.m.

New Business

Authorize the Mayor to Sign the Interlocal Agreement between the City of Marysville and Snohomish County Providing the Annexation to the City of the Area Known as the “Central Marysville Annexation” Pursuant to RCW 35A.14.460. (Tab 10)

See above.

Authorize the Mayor to Sign the Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Coordination of Improvements to 88th Street NE. (Tab 11)

Motion made by Councilmember Seibert, seconded by Councilmember Nehring to authorize the Mayor to Sign the Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Coordination of Improvements to 88th Street NE. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Rasmussen reported on the July 9 Marysville Library Board meeting where the following items were discussed:

- Circulation at the library has gone up quite a bit since last year at this time.
- The Sno-Isle Board has put a levy increase request on the ballot in November.
- Friends of the Library is having their annual potluck at 1:00 Thursday.
- There is now a Teen Friends of the Library.
- There was a presentation by Assistant Marketing Manager for Sno-Isle about community relations.

Councilmember Phillips reported that the Hotel Motel Committee met last week to review 11 requests for funding. More information will be coming to Council.

Councilmember Seibert reported on the July 8 Snohomish County Solid Waste Advisory Committee where the following items were addressed:

- Disposal of solid waste in proposed Bothell annexation now a non-issue since the Bothell annexation failed.
- Discussed Flow Control Enforcement Program.
- A canola crusher is utilizing methane gas to dry and crush the canola which is grown for biodiesel. On July 20 they will begin crushing last winter's harvest. A significant portion of the cost for this equipment was paid for with a federal grant.
- Financial status of the division and planned response was discussed.
- Comprehensive plan process was also discussed.

Audience Participation

None

Approval of Minutes

Approval of June 15, 2009 City Council Work Session Minutes. (Tab 1)

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

Approval of June 22, 2009 City Council Meeting Minutes. (Tab 2)

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

Consent Agenda

Councilmember Wright indicated she would not be voting on item 4A, Claim #56627.

Motion made by Councilmember Soriano, seconded by Councilmember Nehring, to adopt the following consent agenda items:

Approval of June 17, 2009 Claims in the Amount of \$1,454,189.43; Paid by Check No.'s 56348 through 56493 with Check No.'s 51594, 55713, and 55749 Voided. (Tab 3)

Approval of June 24, 2009 Claims in the Amount of \$384,678.43; Paid by Check No.'s 56494 through 56630. (Tab 4)

Approval of July 1, 2009 Claims in the Amount of \$1,020,419.62; Paid by Check No.'s 56631 through 56781 with no Check No.'s Voided. (Tab 5)

Approval of June 19, 2009 Payroll in the Amount of \$914,818.32; Check No.'s 21495 through 21560. (Tab 6)

Approval of the Marysville Downtown Merchants Association to Conduct a Special Event on August 14th and August 15th, 2009, Including the Street Closure

of 3rd Street between State Avenue and Alder Avenue, as well as the Alley between 3rd Street and 4th Street, as Requested by the Applicant. (Tab 12)

Approval of Orange Cab to Operate a For-Hire Business in Marysville. (Tab 13)

Authorize the Mayor to Sign the Final Plat Mylar for Jacqueline Ridge – Phase 3. (Tab 14)

Authorize the Mayor to Sign the Amended Basic Terms and Conditions Agreement through the Snohomish County Human Services Department Providing for Reimbursement of Wages for the Program Clerk Position at KBSCC. (Tab 15)

Acceptance of the SR 528 (47th Avenue NE to 67th Avenue NE) Road Improvement Project Marking Initiation of the 45-Day Lien Filing Period for Project Closeout. (Tab 16)

Authorize the Mayor to Sign the Interlocal Agreement GCA-5715 with Washington State Department of Transportation for Police Traffic Control Services. (Tab 17)

Authorize the Mayor to Participate in the Incentive Payment Memorandum of Understanding (IMPOU) Agreement between the Social Security Administration and the Washington Association of Sheriffs and Police Chiefs. (Tab 18)

Approval of July 2, 2009 Payroll in the Amount of \$1,545,942.66; Paid by Check No.'s 21561 through 21627. (Tab 19)

Motion passed unanimously (6-0).

Review Bids

Award Bid for the Sunnyside Well 1R Drilling and Development Project to Boart Longyear in the Amount of \$139,307 Including Washington State Sales Tax and Approve a Management Reserve of \$10,000 for a Total Allocation of \$149,307. (Tab 7)

Motion made by Councilmember Wright, seconded by Councilmember Nehring, to award the bid for the Sunnyside Well 1R Drilling and Development Project to Boart Longyear in the amount of \$139,307 including Washington State Sales Tax and approve a management reserve of \$10,000 for a total allocation of \$149,307. **Motion** passed unanimously (6-0).

Award Bid to Modern Machinery Co., Inc. in the Amount of \$112,937.48 for the Purchase of a New Hydraulic Excavator. (Tab 8)

Councilmember Soriano referred to page 8-30 and asked for clarification about option 2. Kevin Nielsen discussed the significance of the Ho Pac attachment.

Motion made by Councilmember Soriano, seconded by Councilmember award bid to Modern Machinery Co., Inc. in the Amount of \$112,937.48 and authorize the Mayor to sign the contract for the purchase of a new Hydraulic Excavator. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

- Employee appreciation lunch at Comeford Park this week.
- Concerts in the Park started last week. He enjoyed the concert in the park from his back deck last Friday.

Staff Business

Kevin Nielsen commented on the annexation process. He thanked everyone involved in the process. He commended the work that the streets and parks crew did for the Ebey Waterfront Park. The hydraulic excavator is a great purchase for the public works department. The crew is extremely excited about this equipment. He thanked Council for approving the purchase.

Robb Lamoureux stated that the Chief will be back next week.

Jim Ballew:

- Poochpalooza went very well.
- Movies and concerts in the parks also going very well.
- Congratulated staff and council on the annexation efforts.

Gloria Hirashima thanked everyone for their support with the annexation process. She reviewed some of the recent community meetings and comments.

Sandy Langdon:

- Finance Committee meeting scheduled this Wednesday, but there is nothing on the agenda. Councilmember Seibert recommended cancelling the meeting.
- Audit exit interview next week.

Grant Weed stated that there are still a number of steps involved with the annexation process. He will be working with staff to establish a timeframe for the next steps.

Mary Swenson commented on the importance of this meeting tonight with the County. She stated that the size of the annexation makes this very significant. She thanked the staff members involved in this, especially Gloria Hirashima and Mayor Kendall. Mayor Kendall thanked Mary for her hard work on this annexation.

Call on Councilmembers

Donna Wright noted that the staff had done an excellent job at the community annexation meetings. She wasn't able to find a parking spot for Poochapalooza, but noted that the smell from the compost plant was pretty strong at her house

Carmen Rasmussen:

- Congratulated staff on how smoothly the annexation has gone so far.
- She thanked Jim Ballew and his staff for all the wonderful summer events.
- Parks staff can't staff the All Comer Track Meet as well as they usually do so they are looking for volunteers.

Lee Phillips thanked staff for the work done on the annexation even though he didn't vote in favor. He enjoyed Poochapalooza.

John Soriano thanked staff and the Mayor for all the work they put into the annexation. He also enjoyed Poochapalooza.

Jon Nehring echoed congratulations to the staff and Mayor for their work on all the annexations.

Jeff Seibert:

- Commented on the format of the agenda. It was noted that this was done for this meeting only.
- Thanked city and county staff for all the work done to get the annexation to this point.
- He noted that he has had many people contact him over the course of the year asking when this annexation would be complete and indicating that they were supportive of the annexation.

Executive Session

None.

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 8:28 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

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 **July 8, 2009** claims in the amount of **\$93,673.75** paid by **Check No.'s 56782 through 56877** with no Check No.'s voided.

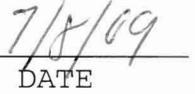
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$93,673.75 PAID BY CHECK NO.'S 56782 THROUGH 56877 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER



DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **8th DAY OF JULY 2009.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 07/02/2009 TO 07/08/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56782	BRAD AKAU	REIMBURSE TRAVEL EXP/MEALS	00103222.543000.	13.36
56783	ALLIED EMPLOYERS LABOR RELATIONS	MEMBERSHIP DUES 7/09	00100310.541000.	2,254.85
56784	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	40140780.541000.	880.00
56785	AMERICAN PLANNING ASSOCIATION	PLANNING COMM MEMBERSHIP	00102020.549000.	75.00
56786	STEVEN B ANDERSON	(30) UMPIRES/09 NSA FAST PITCH	00105120.531010.0815	780.00
56787	ARC OF SNOHOMISH COUNTY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56788	AWC BENEFIT TRUST	09 INSURANCE PREMIUM-KINNEY,S	10111230.523000.	1,101.03
56789	BEN BALLEW	CONCERT IN PARK 7/31/09	00105120.531060.	500.00
56790	GAYLEN BLUE	REFUND CLASS FEES	00110347.376009.	22.00
56791	RAE BOYD, APRN, BC	INMATE MEDICAL CARE 6/09	00103960.541000.	2,490.00
56792	CARR'S ACE HARDWARE	ICE PACKS	40142380.531000.	15.33
56793	DAVID CASTLEBERRY	REIMBURSE GOLF SUPPLIES	42047267.549000.	22.11
56794	CDW GOVERNMENT INC	WATCHGUARD LICENSE RENEWAL	50300090.541000.	278.56
56795	CNA SURETY	PREMIUM FOR NOTARY-SCHNEIDER,	00143523.549000.	70.00
56796	CNR, INC	MAINTENANCE CONTRACT 7/09	50300090.541000.	1,355.79
56797	CODE PUBLISHING INC	MUNICIPAL CODE ELEC UPDATE	00101130.549000.	521.77
56798	MERRITT SCOTT CONNER	INSTRUCTOR SERVICES	00105250.541020.	108.00
56799	CO-OP SUPPLY	(17) 50# BAGS LIME	00105120.531010.	77.36
56800	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,404.97
56801	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.541000.	243.90
56802	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	195.00
56803	WASHINGTON STATE CRIMINAL JUSTICE	TRAINING-VINSON, D	00103121.549100.	35.00
56804	DICKS TOWING INC	TOWING EXPENSE MP 09-3314	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE MP 09-3319	00103222.541000.	43.44
56805	DUTTON ELECTRIC CO., INC.	ELECTRICAL REPAIR @ JENNINGS	00105380.541000.	1,016.50
56806	E&E LUMBER INC	3/4 PVC CAP	00105380.531000.	3.84
	E&E LUMBER INC	STAPLES,FASTENERS	00105380.531000.	13.15
	E&E LUMBER INC	SPRAY PAINT	00105380.531000.	14.97
	E&E LUMBER INC	FASTENERS,ANGLE,LUMBER	00105380.531000.	96.66
	E&E LUMBER INC	WASP & HORNET SPRAY	40143410.531000.	9.32
56807	EVERETT DISTRICT COURT	BAIL POSTING	001.229050.	1,000.00
56808	CITY OF EVERETT	LAB ANALYSIS	40140780.541000.	32.40
	CITY OF EVERETT		40142480.541000.	2,238.30
56809	CITY OF EVERETT	ANIMAL SHELTER FEES 5/09	00104230.551000.	6,197.00
56810	JOSEPH FINLEY	REIMBURSE MILEAGE	50300090.543000.	67.86
56811	FOOTJOY	SHOES	420.141100.	129.35
56812	MARTIE FRENCH	REFUND CLASS FEES	00110347.376009.	80.00
56813	JAMES FRIEDMAN	CONCERT IN PARK 8/6/09	00105120.531060.	400.00
56814	GCSAA	GCSAA DUES	42047165.549000.	320.00
56815	GOBLE SAMPSON ASSOCIATES INC.	MARPRENE TUBING	40140180.548000.	404.16
56816	MATTHEW GOOLSBY	REIMBURSE TRAVEL/MEALS	00103222.543000.	25.85
56817	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	106.00
56818	HD FOWLER COMPANY	VALVE KEYS	42047165.531920.	14.69
56819	IIMC	MEMBERSHIP FEE-JEFFRIES, T	00101130.549000.	165.00
56820	IOS CAPITAL	COPIER CHARGES	00100020.545000.	359.80
	IOS CAPITAL		00100030.545000.	119.46
	IOS CAPITAL		00100050.545000.	220.47

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56820	IOS CAPITAL	COPIER CHARGES	00100110.545000.	351.65
	IOS CAPITAL		00100310.545000.	221.97
	IOS CAPITAL		00100720.545000.	114.68
	IOS CAPITAL		00101023.545000.	304.71
	IOS CAPITAL		00101130.545000.	304.71
	IOS CAPITAL		00102020.545000.	184.63
	IOS CAPITAL		00102020.545000.	192.23
	IOS CAPITAL		00103121.545000.	321.45
	IOS CAPITAL		00103222.545000.	33.19
	IOS CAPITAL		00103960.545000.	163.99
	IOS CAPITAL		00104190.545000.	58.65
	IOS CAPITAL		00104190.545000.	380.10
	IOS CAPITAL		00104190.545000.	583.18
	IOS CAPITAL		00105250.545000.	44.53
	IOS CAPITAL		00105380.545000.	321.45
	IOS CAPITAL		00105515.545000.	175.79
	IOS CAPITAL		00143523.545000.	273.18
	IOS CAPITAL		10111230.545000.	105.89
	IOS CAPITAL		40142480.545000.	42.90
	IOS CAPITAL		40143410.545000.	771.30
	IOS CAPITAL		42047165.545000.	21.72
	IOS CAPITAL		50100065.545000.	119.63
	IOS CAPITAL		50200050.545000.	33.11
56821	RICHARD JACOBSON	CONCERT IN PARK 7/17/09	00105120.531060.	600.00
56822	JOURNEY LINES INC.	ROUND TRIP MARINERS GAME 6/24/	00105120.531050.	475.00
	JOURNEY LINES INC.	ROUND TRIP FOR KBSCC TRIP	00105250.531051.	770.00
56823	MATTHEW KEITH	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56824	JEREMY KING	REIMBURSE TRAVEL EXPENSE	00103222.543000.	378.28
56825	CARLTON DOUP	INSTRUCTOR SERVICES	00105120.541020.	118.15
	CARLTON DOUP		00105120.541020.	354.45
56826	KW ACCOUNTING SOLUTIONS	REFUND BUSINESS LIC FEES	00100321.319000.	50.00
56827	DEPARTMENT OF LABOR & INDUSTRIES	DUPLICATE ELEVATOR CERT	00103530.531000.	10.80
56828	ROSALEE LANDER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56829	LASTING IMPRESSIONS INC	(48) ULTIMATE B-BALL CAMP SHIR	00105120.531090.	432.01
56830	SCOTT LINDENMUTH	CONCERT IN PARK 7/30/09	00105120.531060.	400.00
56831	CHRISTINA LINEHAN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56832	CITY OF LYNNWOOD	ELEC INSPECTION PER MRSVL INTE	00102020.541000.	1,900.00
56833	MAKERS	CIVIC CENTER SELECTION STUDY	00100110.541000.0801	715.00
	MAKERS	DOWNTOWN MASTER PLAN	00102020.541000.0804	1,566.60
	MAKERS	DOWNTOWN INFRASTRUCTURE PLAN	00102020.541000.0826	5,031.25
	MAKERS	DOWNTOWN MASTER PLAN	40145040.541000.0804	1,044.40
56834	MCCONNELL & ASSOC	HEARING EXAMINER SRVCS 5/09	00102020.541000.	600.95
56835	MARIA MILLETT	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56836	MONEY MAILER OF SNOHOMISH CO	MONEY MAILER COUPONS	42047267.544000.	472.50
	MONEY MAILER OF SNOHOMISH CO		42047267.544000.	472.50
56837	CINDY MOORE	REIMBURSE LABEL PURCHASE	00102020.531000.	23.88
56838	LEAH NAVA	REFUND CLASS FEES	00110347.376009.	22.00

**CITY OF MARYSVILLE
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FOR INVOICES FROM 07/02/2009 TO 07/08/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56839	SANDY NELSON	INSTRUCTOR SERVICES	00105120.541020.	220.50
56840	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	17.19
	NEXTEL COMMUNICATIONS		50350390.542000.	17.75
	NEXTEL COMMUNICATIONS		50350390.542000.	17.75
	NEXTEL COMMUNICATIONS		50350390.542000.	17.75
	NEXTEL COMMUNICATIONS		50350390.542000.	35.50
	NEXTEL COMMUNICATIONS		50350390.542000.	35.50
	NEXTEL COMMUNICATIONS		50350390.542000.	53.25
	NEXTEL COMMUNICATIONS		50350390.542000.	53.25
	NEXTEL COMMUNICATIONS		50350390.542000.	57.09
	NEXTEL COMMUNICATIONS		50350390.542000.	61.39
	NEXTEL COMMUNICATIONS		50350390.542000.	71.00
	NEXTEL COMMUNICATIONS		50350390.542000.	87.03
	NEXTEL COMMUNICATIONS		50350390.542000.	92.29
	NEXTEL COMMUNICATIONS		50350390.542000.	131.73
	NEXTEL COMMUNICATIONS		50350390.542000.	142.13
	NEXTEL COMMUNICATIONS		50350390.542000.	152.09
	NEXTEL COMMUNICATIONS		50350390.542000.	211.60
	NEXTEL COMMUNICATIONS		50350390.542000.	223.90
	NEXTEL COMMUNICATIONS		50350390.542000.	256.54
	NEXTEL COMMUNICATIONS		50350390.542000.	288.26
	NEXTEL COMMUNICATIONS		50350390.542000.	289.59
	NEXTEL COMMUNICATIONS		50350390.542000.	394.51
	NEXTEL COMMUNICATIONS		50350390.542000.	540.41
	NEXTEL COMMUNICATIONS		50350390.542000.	1,795.50
56841	NEXXPOST LLC	POSTAGE SUPPLIES	00100110.531000.	43.36
	NEXXPOST LLC		00100310.531000.	43.36
	NEXXPOST LLC		00101023.531000.	43.36
	NEXXPOST LLC		00101130.531000.	43.36
	NEXXPOST LLC		00105515.531000.	43.35
	NEXXPOST LLC		00143523.531000.	43.36
56842	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
56843	OFFICE DEPOT	OFFICE SUPPLIES	00100060.531000.	147.90
	OFFICE DEPOT		00101023.531000.	36.52
	OFFICE DEPOT		00101130.531000.	74.02
	OFFICE DEPOT		00103222.531000.	13.51
	OFFICE DEPOT		00103222.531000.	36.87
	OFFICE DEPOT		00103222.531000.	194.91
	OFFICE DEPOT		00143523.531000.	36.52
56844	OUR HOUSE ADULT FAMILY HOME	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
56845	JORGE OVALLE GOMEZ	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56846	NICOLE PAULL	REFUND CLASS FEES	00110347.376009.	80.00
56847	LAURIE HUGDAHL	MINUTE TAKING SERVICES	00101130.541000.	96.10
56848	DARRELL K. WAGNER	CONCERT IN PARK 7/24/09	00105120.531060.	650.00
56849	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #462-002-547-0	00105380.547000.	31.07
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #670-001-300-3	10110463.547000.	61.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #690-001-250-8	10110463.547000.	1,718.59

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56849	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #600-001-260-6	10110463.547000.	1,988.12
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #660-001-330-1	10110463.547000.	12,902.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	5,184.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #416-001-034-6	42047165.547000.	1,285.12
56850	VICKEY QUINTEL	INSTRUCTOR SERVICES	00105250.541020.	401.44
	VICKEY QUINTEL		00105250.541020.	516.18
56851	RED CURTAIN FOUNDATION FOR THE ARTS	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
56852	JENNIFER RYITER	REFUND CLASS FEES	00110347.376013.	85.00
56853	S&S WORLDWIDE INC	SUPPLIES FOR SUMMER CAMP DAYS	00105120.531080.	514.40
56854	LYNN SCHROEDER	REIMBURSE WATER/MAILINGS/COFFE	00100110.549000.	53.41
56855	SCIENTIFIC SUPPLY & EQUIPMENT INC	TYGON TUBING	40142480.531300.	309.21
56856	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	120.00
56857	SEATTLE MARINERS	(43) SEATTLE MARINER TICKETS 8	00105120.531050.	656.75
56858	SENIOR SERVICES OF SNOHOMISH COUNTY	SHARED COST 1/2 PAGE AD	00105250.544000.	95.00
56859	SIMPLOT PARTNERS	FUNGICIDE & WETTING AGENT	42047165.531930.	2,346.81
56860	EVE SNIDER	INSTRUCTOR SERVICES	00105120.541020.	526.67
	EVE SNIDER		00105120.541020.	660.00
56861	HEATHER SOLLID	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56862	SOUND SAFETY PRODUCTS CO INC	VINYL GLOVES	00103960.531000.	212.37
56863	SPORT SUPPLY GROUP INC	2 CASES TENNIS BALLS	00105120.531050.	174.82
	SPORT SUPPLY GROUP INC	4 CASES STOP WATCHES	00105120.531090.	211.73
56864	SUN MOUNTAIN SPORTS INC	(6) SPEED CARTS	420.141100.	676.05
56865	SUNNYSIDE NURSERY	PLANTS	00105380.531000.	87.63
56866	TAYLORMADE	(2) WEDGES	420.141100.	164.64
56867	GATHERING STORM,LLC DBA TMAX GEAR	TM CORZA BAG	420.141100.	81.75
56868	TULALIP RESORT CASINO	JUNE INVOICE OVERPAYMENT	401.239910.	4,153.80
56869	JEFF VANDENBERG	REIMBURSE TRAVEL/MEALS	00103222.543000.	84.58
56870	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	162.19
	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	26.72
	VERIZON NORTHWEST		00100050.542000.	53.45
	VERIZON NORTHWEST		00100110.542000.	80.17
	VERIZON NORTHWEST		00100310.542000.	26.72
	VERIZON NORTHWEST		00102020.542000.	53.45
	VERIZON NORTHWEST		00103010.542000.	187.07
	VERIZON NORTHWEST		00103222.542000.	26.72
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	106.06
	VERIZON NORTHWEST	ACCT #107355912203	00103530.542000.	106.90
	VERIZON NORTHWEST		00103960.542000.	80.17
	VERIZON NORTHWEST		00104000.542000.	53.45
	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	53.03
	VERIZON NORTHWEST	ACCT #107355912203	00104190.542000.	80.17
	VERIZON NORTHWEST		00105250.542000.	80.17
	VERIZON NORTHWEST		00105380.542000.	213.79
	VERIZON NORTHWEST		00112572.542000.	53.45
	VERIZON NORTHWEST		00143523.542000.	26.72
	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	48.87
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.67

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 07/02/2009 TO 07/08/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
56870	VERIZON NORTHWEST	ACCT #107355912203	10111230.542000.	26.72
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	180.15
	VERIZON NORTHWEST	ACCT #105543546905	40140180.547000.	50.56
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	100.92
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	82.58
	VERIZON NORTHWEST	ACCT #107355912203	40142480.542000.	0.02
	VERIZON NORTHWEST		40142480.542000.	160.35
	VERIZON NORTHWEST	ACCT #1101641995410	40143410.542000.	30.22
	VERIZON NORTHWEST	ACCT #1103241996301	40143410.542000.	65.74
	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.74
	VERIZON NORTHWEST	ACCT #1105841995206	40143410.542000.	75.89
	VERIZON NORTHWEST	ACCT #107355912203	40143410.542000.	320.47
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	53.03
	VERIZON NORTHWEST	ACCT #107355912203	42047061.542000.	240.52
	VERIZON NORTHWEST		42047061.549100.	26.72
56871	ANGEL WALDRON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56872	WASTE MANAGEMENT NORTHWEST	SERVICE @ DEERING	00105380.547000.	60.23
56873	WESTERN EQUIPMENT DISTRIBUTORS	SWITCH ASSEMBLY	42047165.548000.	126.79
	WESTERN EQUIPMENT DISTRIBUTORS	BEDKNIFE	42047165.548000.	138.93
56874	WESTERN FACILITIES SUPPLY INC	DETERGENT	00103960.531000.	198.11
	WESTERN FACILITIES SUPPLY INC	INMATE SUPPLIES	00103960.531000.	355.75
	WESTERN FACILITIES SUPPLY INC	HAND SANITIZER	00105380.531400.	115.24
56875	JODIE WHITE	REFUND CLASS FEES	00110347.376013.	85.00
56876	LISA WILCOX	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
56877	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KITS	40142480.531000.	117.69
			WARRANT TOTAL:	<u><u>93,673.75</u></u>

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Contract Award: 67 th Ave NE Overlay Project	AGENDA SECTION: New Business	
PREPARED BY: Jeff Laycock, Project Engineer	APPROVED BY: <i>X</i> <i>JK</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tabulation • Vicinity Map 	MAYOR	CAO
	AMOUNT: \$X	
BUDGET CODE: 10200030.548000 M0910		

The City was awarded \$500,000 in federal economic stimulus funding via the 2009 American Recovery and Reinvestment Act (ARRA) which is to be applied towards pavement preservation on select federally classified roads.

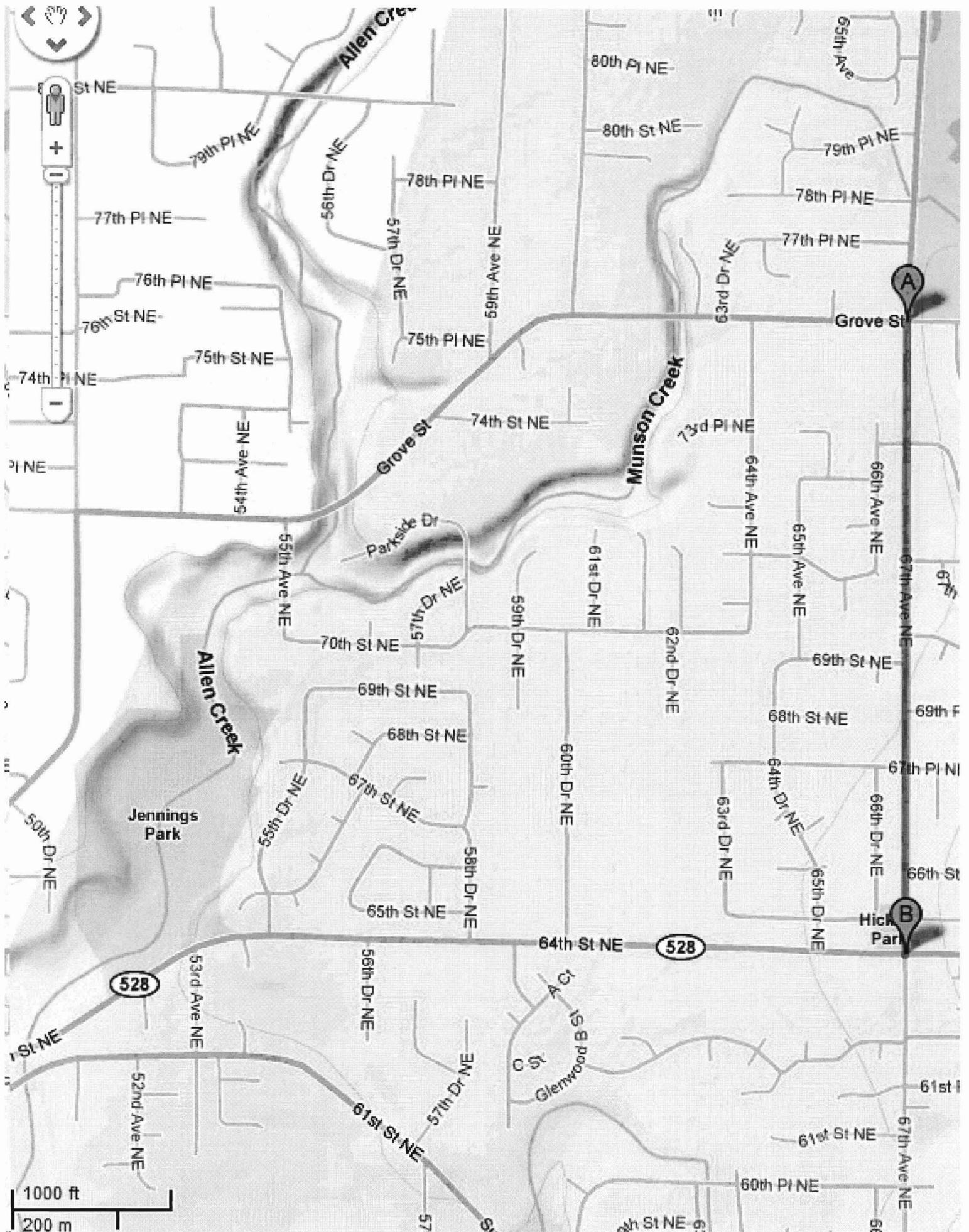
City staff selected 67th Ave NE from Grove St to SR 528 to apply these funds towards. The project includes the replacement of sidewalk ramps to meet ADA standards, installation of some video detection at the signalized intersections of Grove St and SR 528, pavement repair, edge grinding, a full width 2-inch overlay, and pavement markings to accommodate a three lane section with bicycle lanes.

The project was advertised for a July 16, 2009 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X. References have been checked and found to be satisfactory.

Since this is a federal aid project, the funds are managed and dispersed through WSDOT and a Local Agency Agreement is required to administer those funds. The Local Agency Agreement ensures that the federal funds in the agreed upon amount are spent in accordance with all applicable state and federal laws and regulations. The agreement also specifies the procedure for payment and reimbursement of the project.

Contract Bid (Includes Sales Tax):	\$	X
Management Reserve:	\$	X
<u>ARRA Federal Funding:</u>	\$	<u>500,000.00</u>
City's Share:	\$	X

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to award the bid for the 67 th Ave NE Overlay Project to X in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.
COUNCIL ACTION:



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Contract Award: Jones Creek Flood Damage Repairs Project	AGENDA SECTION:	
PREPARED BY: Kari Chennault, Program Engineer – Surface Water	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tabulation • Project Vicinity Map 	MAYOR	CAO
	AMOUNT: \$X	
BUDGET CODE: 40250594.563000 D0902		

DESCRIPTION:

The Jones Creek Flood Damage Repairs Project is a result of sinkholes and seasonal flooding that has occurred in the project vicinity.

The sinkholes have formed next to the tributary of Jones Creek as the result of seepage into a parallel 350-foot detention tank and possible seepage into the trench backfill. It appears the detention tank was designed and constructed to detain stormwater runoff from the Kellogg Homesites neighborhood, but is not currently functioning. The proposed actions involve:

- Filling the detention tank and a storm sewer pipe with controlled density fill;
- Replacing the trench backfill at the sinkholes with a sand/gravel mixture;
- Removing a manhole and a section of storm sewer pipe;
- Restoring 800 feet of the stream channel to a more natural condition.

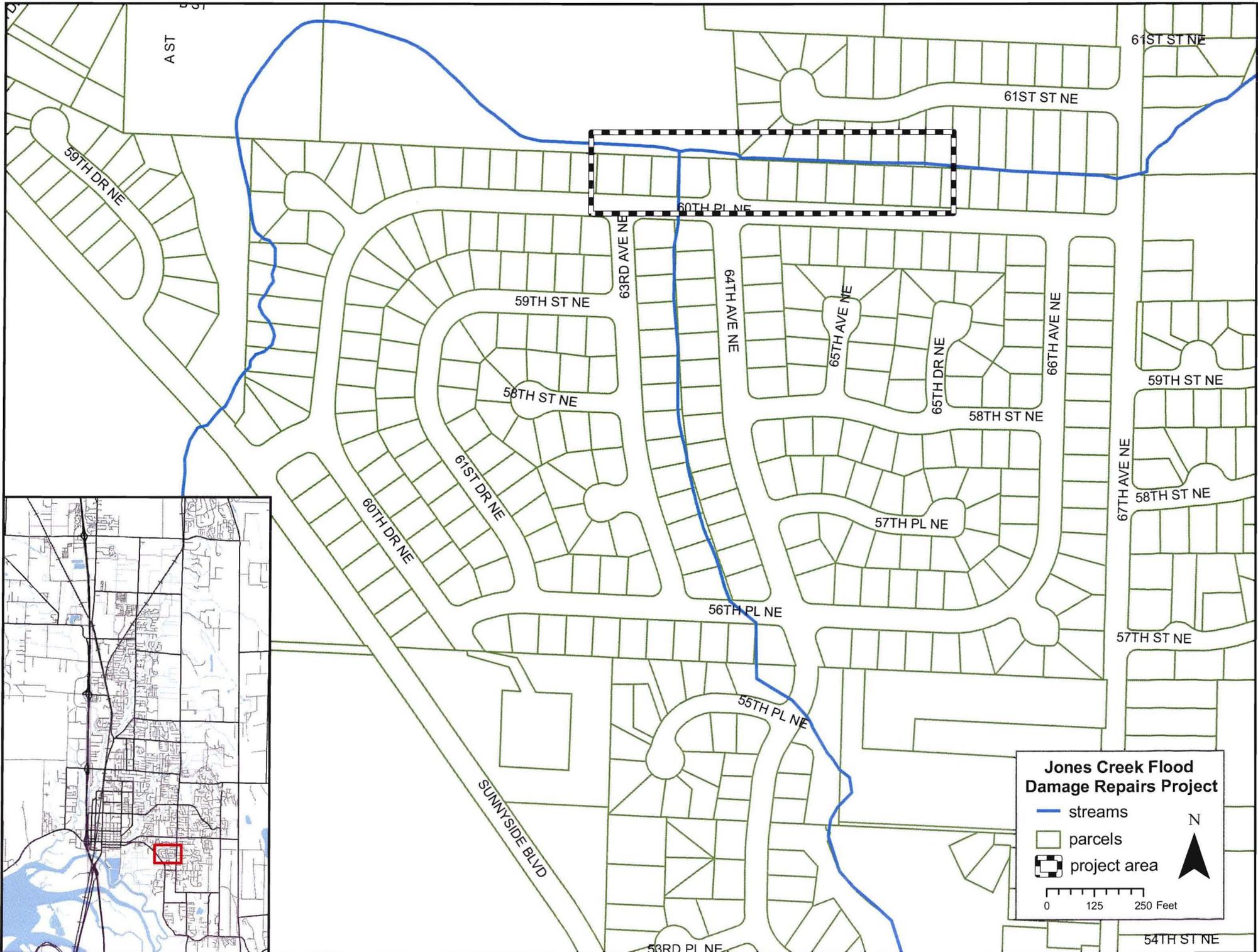
The project was advertised for a July 22, 2009 bid opening. The City received **X** bids as shown on the attached bid tabulation. The low bidder was **X**. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$	X
Management Reserve:	\$	X
Total:	\$	X

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to award the bid for the Jones Creek Flood Damage Repairs Project to **X** in the amount of **\$X**, including Washington State Sales Tax and approve a management reserve of **\$X**, for a total allocation of **\$X**.

COUNCIL ACTION:



CITY CLERK

**NOTICE OF PUBLIC HEARING
BEFORE THE MARYSVILLE CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT THE MARYSVILLE CITY COUNCIL WILL HOLD A PUBLIC HEARING AT 7:00 P.M., ON MONDAY, JULY 27, 2009 IN THE COUNCIL CHAMBERS OF MARYSVILLE CITY HALL LOCATED AT 1049 STATE AVENUE, MARYSVILLE, WASHINGTON. THE PURPOSE OF THIS PUBLIC HEARING IS TO CONSIDER THE FOLLOWING:

**A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX YEAR
TRANSPORTATION IMPROVEMENT PROGRAM (2010-2015) IN
ACCORDANCE WITH RCW 35-77-010.**

ANY PERSON MAY APPEAR AT THE HEARING AND BE HEARD IN SUPPORT OF OR OPPOSITION TO THIS PROPOSAL. ADDITIONAL INFORMATION MAY BE OBTAINED AT THE MARYSVILLE CITY CLERK'S OFFICE, 1049 STATE AVENUE, MARYSVILLE, WASHINGTON 98270, (360) 363-8000.

THE CITY OF MARYSVILLE

TRACY JEFFRIES
CITY CLERK

DATED: June 30, 2009

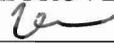
PUBLISHED MARYSVILLE GLOBE: **JULY 15, 2009 AND JULY 22, 2009**

SPECIAL ACCOMMODATIONS: THE CITY OF MARYSVILLE STRIVES TO PROVIDE ACCESSIBLE MEETINGS FOR PEOPLE WITH DISABILITIES. PLEASE CONTACT TRACY JEFFRIES, ASSISTANT ADMINISTRATIVE SERVICES DIRECTOR, AT (360) 363-8000 OR 1-800-833-6384 (VOICE RELAY), 1-800-833-6388 (TDD RELAY) TWO DAYS PRIOR TO THE MEETING DATE IF ANY SPECIAL ACCOMMODATIONS ARE NEEDED FOR THIS MEETING.

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Time Extension - Annual Janitorial Services Contract	AGENDA SECTION:	
PREPARED BY: Holly Kohl, Engineering Aide, Project Compliance	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> • State Procurement Contract Transition Letter • Amendment No. 3 to Janitorial Services Contract 		
	MAYOR	CAO
BUDGET CODE: Multiple buildings and accounts	AMOUNT \$14,551.86	

DESCRIPTION:

We currently are in the process of re-bidding the annual janitorial services contract through the Office of State Procurement to reduce services and switch over to the newly revised contract format. In order to give the bidding process through the State Contract the required time necessary, we need to do a two month extension to the current contract as it expires July 31, 2009. The Department of General Administration in the Office of State Procurement will handle the extension paperwork for the State Contract.

Amendment No. 3 between the City of Marysville and Advantage Building Services adjusts the Contract by \$14,551.86 making the new Contract total \$107,300.39 and extends the Contract for two month period.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign Amendment No.3 to the Janitorial Services Contract Between The City of Marysville and Advantage Building Services in the amount of \$14,551.86.

COUNCIL ACTION:

April 22, 2008

To: Central Services Procurement Customer Group – Janitorial Services
From: Department of General Administration, Office of State Procurement
Subject: Janitorial Services Contract 01902

As you may know, State Contract 01902 for Janitorial Services will expire June 6, 2008. A new master contract is currently under development and is expected to be ready for use this summer. Information on the new Janitorial Services Master Contract 00508 will also be sent to the janitorial vendors registered in WEB in the next weeks.

Existing Contracts

So as to most effectively leverage the state's collective buying power we would prefer that when current work contracts expire they are rebid under the new program. However, for those janitorial contracts that have been awarded over the past year, please contact GA to devise an appropriate solution., we also understand the onerous workload that would create for both you as our customers, as well as our vendors. Accordingly, to allow for an easier phased transition period, customers with existing contracts with janitorial vendors will be given the option to extend those contracts through December 31, 2009.

However, we have also advised our vendors that while customers may extend current work contracts, they will not be allowed to compete for additional contracts once the extensions expire unless they submit bids to become pre-qualified under the new contract as well. This will be a new, separate contract that they must also participate in to do business with the state in the future.

Please let us know if you have any questions regarding these processes. We look forward to working with you through a hopefully smooth and seamless transition.

Thank You.

PCA Janitorial Team
pcajanitorial@ga.wa.gov

**AMENDMENT NO. 3 TO JANITORIAL SERVICES CONTRACT
BETWEEN
THE CITY OF MARYSVILLE
AND
ADVANTAGE BUILDING SERVICES**

The City and Advantage Building Services agree to amend and modify their contract for the Janitorial Services (the "Contract") as follows to extend the Contract by two months.

1. The Contract will be extended from an end date July 31, 2009 to September 30, 2009.
2. All terms, conditions and provisions of the Contract remain in full force and effect except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this contract Amendment No. 3 by their duly authorized representatives to be effective the day and the year first above written.

Attest:

CITY OF MARYSVILLE

City Clerk

Mayor

Approved as to form:

CONTRACTOR
ADVANTAGE BUILDING SERVICES

City Attorney

By _____
Its _____

Address: _____

Telephone: _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Edward Byrne Memorial Justice Assistance Grant (JAG) Application	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Commander	AGENDA NUMBER:	
ATTACHMENTS: Grant application for Video Court Program Review only	APPROVED BY:	
	MAYOR <i>DZL</i>	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests the Council authorize the Mayor to participate in the FY 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Application process. The Marysville court and Police Department are requesting the grant to fund a Video Court Program. The grant is for \$13,017. Marysville will use matching funds to complete the program.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to participate in the FY 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Application process.
COUNCIL ACTION:



BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2009-H1931-WA-DJ



[Application](#)

[Correspondence](#)

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Application Handbook

Overview

[Overview](#)

This handbook allows you to complete the application process for applying to the BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation. At the end of the application process you will have the opportunity to view and print the SF-424 form.

[Applicant Information](#)

[Project Information](#)

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

[Review SF 424](#)

[Submit Application](#)

*Type of Submission	Application Non-Construction
*Type of Application	New If Revision, select appropriate option If Other, specify
*Is application subject to review by state executive order 12372 process?	No Program is not covered by E.O. 12372

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BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2009-H1931-WA-DJ



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*Is the applicant delinquent on any federal debt	No
*Employer Identification Number (EIN)	91-6001459
*Type of Applicant	Municipal
Type of Applicant (other):	
*Organizational Unit	Marysville Police Department
*Legal Name (Legal Jurisdiction Name)	City Of Marysville
*Vendor Address 1	1635 Grove Street
Vendor Address 2	
*Vendor City	Marysville
Vendor County/Parish	Snohomish
*Vendor State	Washington
*Vendor ZIP	98270-4301
Contact information for matters involving this application	
Contact Prefix:	Mrs.
Contact Prefix (Other):	
Contact First Name:	Suzanne
Contact Middle Initial:	
Contact Last Name:	Elsner
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Court Administrator
Contact Address Line 1:	1015 State Avenue
Contact Address Line 2:	
Contact City:	Marysville

Contact State:	Washington
Contact Zip Code:	98270-4301
Contact Phone Number:	(360) 363-8054
Contact Fax Number:	(360) 657-2960
Contact E-mail Address:	selsner@marysvillewa.gov

Continue



BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2009-H1931-WA-DJ



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Descriptive Title of Applicant's Project		
Video Court		
Areas Affected by Project		
Court, Jail		
Proposed Project		
	*Start Date	January/ 01/ 2010
	*End Date	June/ 15/ 2010
*Congressional Districts of		
	Project	Congressional District 02, WA
*Estimated Funding		
Federal		\$13017.00
Applicant		\$0.00
State		\$0.00
Local		\$11583.00
Other		\$0.00
Program Income		\$0.00
TOTAL		\$24600.00

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BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2009-H1931-WA-DJ



[Application](#)

[Correspondence](#)

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Application Handbook

Assurances and Certifications

[Overview](#)

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)

[Project Information](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

[Review SF 424](#)

[Submit Application](#)

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

[Help/Frequently Asked Questions](#)

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*Prefix	Mr.
Name Prefix:(Other)	
*First Name	Dennis
Middle Initial (if any)	
*Last Name	K
Suffix	
Name Suffix:(Other)	
*Title	Mayor
*Address Line 1	1049 State Avenue
Address Line 2	
*City	Marysville
County	Snohomish
*State	Washington
*Zip Code	98270-4301
*Phone	360-363-8089 Ext :
Fax	360-651-5054
*E-mail	dkendall@marysvillewa.gov

I have examined the information provided here regarding the signing authority and certify it is accurate. I

I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Continue

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED July 08, 2009	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name City Of Marysville	Organizational Unit Marysville Police Department	
Address 1635 Grove Street Marysville, Washington 98270-4301	Name and telephone number of the person to be contacted on matters involving this application Elsner, Suzanne (360) 363-8054	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 91-6001459	7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Video Court	
12. AREAS AFFECTED BY PROJECT Court, Jail		
13. PROPOSED PROJECT Start Date: January 01, 2010 End Date: June 15, 2010	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project WA02	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O.
Federal	\$13,017	
Applicant	\$0	
State	\$0	

Local	\$11,583	12372
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$24,600	N
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window



MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



Program Narrative Attachment 1

Marysville Municipal Court Video Court Program:

Marysville, Washington is a medium size city located on the Interstate 5 corridor, thirty miles north of Seattle, in Northern Snohomish County, and one hundred miles south of the United States Canadian Border. Marysville is a Washington State Charter City providing a municipal police department, jail and municipal court services. The form of the city government is an elected Mayor and an elected City Council. Marysville's current population is 32,600 residents. The City is in the process of annexing a portion of Snohomish County that is currently bordered on three sides by the City of Marysville. The population of the proposed annexation is nearly 20,000 residents. Marysville Court and Marysville Jail partner with the cities of Lake Stevens and Arlington, Washington to hear civil infractions, criminal infractions, misdemeanor and gross misdemeanor cases. This increases the service population, for the court and jail, to approximately 84,550 residents.

Marysville Court hears an average of 12,790 new cases annually. In-Custody cases are currently heard in Marysville Jail in a converted Dispatch Center. Formal hearings are heard Monday through Friday, five days a week, excluding holidays. In CY 2008 there were 4,244 in custody cases heard during regular court hours. A Probable Cause Detention Hearing is conducted once a weekend on Saturday or Sunday. The hearings are held in the jail for security and to reduce the transportation of the inmates to the Court House for the hearings. The average number of inmates appearing at in-custody hearings has increased to eighteen inmates per day.

To perform the process, the Municipal Judge, Court Clerk and Officers of the Court travel to the Marysville Public Safety Building. The proceedings are held in the jail, in a converted Dispatch and Control Center. Public access is via one monitor located in the public hall way on the second floor of the Public Safety Building. When an inmate is housed in the Snohomish County Jail, Marysville Custody Officers drive to the Snohomish County Jail in Everett, Washington transfer the inmate to their custody and transport the inmate back to Marysville for their hearing. At the conclusion of the hearing the inmate is returned to the Snohomish County Jail. This occurs weekly with approximately five inmates being transported.

The City of Marysville is seeking an Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$13,017 to facilitate the purchase, installation and implementation of a remote accessed video hearing system, Video Court. The total cost of the project is estimated at \$24,600. Marysville will incur \$11,583 as matching cost. The system would be designed to have an audio and video connection between Marysville Public Safety Building and Marysville Court. Inmates would appear for the hearings in the Marysville Jail. The Judge will officiate the proceedings from the Courtroom, in the Marysville Court House. The Public will be able to view the proceedings, as they occur, from the Courtroom. Proceedings will be recorded using



MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



existing equipment in the Courtroom. This will improve efficiency, effectiveness, security and safety.

A second connection would be established between Marysville Municipal Court and Snohomish County Jail. Inmates would not require transportation to and from Snohomish County Jail for hearings. This will eliminate the need for routine transportation of inmates between the facilities. It will reduce the length of time an inmate is in-custody prior to their first hearing, expediting the inmates right to speedy Due Process. It will reduce the amount of time that an inmate is in custody before a bail reduction is considered or they were eligible for release on their personal recognizance.

Snohomish County is currently in the process of installing a fiber optic connection between the Marysville City and Snohomish County Administration. The funding for that project is from a Law Enforcement Terrorism Prevention Program (LETPP) grant. Although this project is not part of that grant, this project will benefit from it. The City of Marysville currently has fiber optic cable connectivity between all of Marysville Public Buildings.

Marysville projects this project to begin by January 2010 and complete the installation of equipment by June of 2010. Marysville court and Jail plan to implement the program as soon as the equipment is functional.

Marysville Court will produce a performance review report, for a period of four years that will include the number of hearings completed via the "Video Court Program". The report will identify the number of case heard for the cities of Marysville, Lake Stevens and Arlington, Washington. It will also include the amount of time reduced for inmates in pre-trial hearings, expediting the inmate's right to a swift and speedy trial. Finally the report will contain the number of hearings where transportation was averted.

If Marysville is unable to implement the "Video Court Program" the citizens of Marysville, Lake Stevens and Arlington will be burdened with increasing costs for court, inmate housing and transportation for inmates. Inmates will be confined for longer periods of time than is necessary before they have their first hearing. Safety and security of the Judge, court staff, custody officers and inmates will continue to be compromised. The current system will continue in an inefficient, ineffective manner with an increasingly greater cost to the community.



MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



Budget and Budget Narrative Attachment 2

The project will be to install and implementation of a Video Court System in the Marysville Municipal Court and Jail. The system will link via fiber-optic cable Marysville Municipal Court with both Marysville Jail and Snohomish County Jail. The Video Court System will include cameras, monitor and audio equipment in the Marysville Courtroom and the Hearing Room in Marysville Jail. Snohomish County will provide their own equipment. The goal of the project is to expedite all hearing processes. It will reduce the amount of time an inmate remains in custody prior to either a Probable Cause Hearing or Arraignment. This will help reduce jail populations, freeing up jail space for inmates that are not eligible for release. Transportation time will be reduced and delays for hearings will be all but eliminated. This will expedite the process for a person accused of a crime in their due process and right to a speedy trial.

The items needed to operate the system are monitors, cameras, microphones, video switching devices, fax capability on both ends of the system.

The JAG funds will be used to purchase equipment with Marysville contributing the balance for equipment, communications and supplies

1635 Grove Street, Marysville, Washington 98270
360-363-8300

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Position 1		
Position 2		
Position 3		
Position 4		
Position 5		
Position 6		
SUB-TOTAL		\$0.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Fringe benefit 1		
Fringe benefit 2		
Fringe benefit 3		
Fringe benefit 4		
Fringe benefit 5		
SUB-TOTAL		\$0.00
Total Personnel & Fringe Benefits		\$0.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Travel entry 1				
Travel entry 2				
Travel entry 3				
Travel entry 4				
Travel entry 5				
Travel entry 6				
Travel entry 7				
TOTAL				\$0.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Equipment entry 1, Video Switching Device	Competitive bid + tax and shipping	\$5,500.00
equipment entry 2, Video Switching Device	Competitive bid + tax and shipping	\$5,500.00
equipment entry 3		
equipment entry 4		
equipment entry 5		
TOTAL		\$11,000.00

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Supply item 1, Monitors, cameras, and fax machines	Competitive bid + tax and shipping	\$5,000.00
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
TOTAL		\$5,000.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Supply item 1, one line per entry	maximum of three lines		
Supply item 1, one line per entry			
Supply item 1, one line per entry			
Supply item 1, one line per entry			
<i>Subtotal</i>			\$0.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
<i>Subtotal</i>			\$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost	
maximum of four lines, additional information should be attached on a separate sheet(s)		
maximum of four lines		
<i>Subtotal</i>		\$0.00
TOTAL		\$0.00

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Maintenance agreement	Competitive bid + tax	\$2,000.00
Communication cost	Actual cost	\$6,600.00
TOTAL		\$8,600.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
one line per entry		
one line per entry		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$11,000.00
E. Supplies	\$5,000.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$8,600.00
Total Direct Costs	\$24,600.00
I. Indirect Costs	\$0.00
TOTAL PROJECT COSTS	\$24,600.00
Federal Request	_____
Non-Federal Amount	_____



MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



Review Narrative Attachment 3

The proposed application for an Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2009 will be presented before Marysville Mayor and City Council on July 20, 2009 during a City Council Work Session.

The grant will again be presented to the Mayor and City Council for public comment at the July 27, 2009 City Council Meeting. At that time the public will have an opportunity to comment on the proposed application.

Attached is a copy of the Agenda Bill

1635 Grove Street, Marysville, Washington 98270
360-363-8300



MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



Abstract Attachment 4

Marysville Municipal Court Video Court Program:

The City of Marysville Municipal Court and Jail provide services for the three communities of Marysville, Lake Stevens and Arlington, Washington. Currently Marysville Municipal Court conducts Probable Cause Detention Hearings and Arraignments for persons arrested on Marysville, Lake Stevens and Arlington charges, in the Marysville Jail. This requires the Judge, Court Staff and Officers of the Court to be present in the Jail for the proceedings. Additionally, when ever a person is incarcerated in the Snohomish County Jail, Marysville custody staff is required to transport those inmates from the Snohomish County Jail to the Marysville Jail for the hearing and then back to the Snohomish County Jail. Staffing restriction, to provide transportation, have caused unnecessary delays in conducting hearings and arraignments. The average weekly requirement to provide transportation between the County Jail and Marysville Jail is two to three times.

This process is inefficient, time and labor intensive. It places Officers of the Court, inmates and Custody Officers at greater risk. Additionally during transportation there is a greater likelihood that an inmate could have an escape attempt orchestrated.

The project is to install and implementation of a Video Court System in the Marysville Municipal Court and Jail. The system will link, via fiber-optic cable, Marysville Municipal Court with both Marysville Jail and Snohomish County Jail. The Video Court System will include cameras, monitors, audio equipment, and fax machines in the Marysville Courtroom and the Hearing Room in Marysville Jail. Snohomish County will provide their own equipment. The goal of the project is to expedite all hearing processes. It will reduce the amount of time an inmate remains in custody prior to either a Probable Cause Hearing or Arraignment. This will help reduce jail populations, freeing up jail space for inmates that are not eligible for release. Transportation time will be reduced and delays for hearings will be all but eliminated.

The connection to the fiber-optic cable will additionally provide the City of Marysville Emergency Operation Center with a direct link to Snohomish County Department of Emergency Management and Washington State Emergency Operation Center. This will be invaluable during times of natural or man made disasters. The fiber –optic cable connection will improve security and protect information being shared between the Emergency Operations Centers. Failing to install the Video Court System will result in costly delays in processing inmates, a higher risk of danger to Officers of Marysville, Lake Stevens, Arlington Court, custody officers and inmates. Inmates will be in custody for longer periods than necessary. A person's right to a speedy trial will take longer and the jail populations will continue to escalate.

1635 Grove Street, Marysville, Washington 98270
360-363-8300

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Interlocal Agreement with City of Lake Stevens for Court Services 4 th Amendment	AGENDA SECTION:	
PREPARED BY: Kim Ricker	APPROVED BY:	
ATTACHMENTS: Copy of Interlocal Agreement, 4 th Amendment, between the City of Lake Stevens and City of Marysville, for Court services		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

Marysville Municipal Court entered into an Interlocal Agreement with the City of Lake Stevens on September 27, 1999 for Municipal Court services. This Fourth Amendment, amends the filing fee for infractions to \$42.00 and \$90.00 for criminal citations. It sets forth the term of the agreement from January 1, 2009 through December 31, 2011. Termination of agreement is amended to read that either party shall provide 180 days written notice of its intent to terminate or not renew the agreement.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the 4 th Amendment to Interlocal Agreement for Municipal Court Services Between the City of Marysville and the City of Lake Stevens
COUNCIL ACTION:

**FOURTH AMENDMENT TO
INTERLOCAL AGREEMENT FOR
MUNICIPAL COURT SERVICES
BETWEEN THE CITY OF MARYSVILLE
AND THE CITY OF LAKE STEVENS
INCREASING FILING FEES TO \$42.00 FOR INFRACTIONS AND \$90.00 FOR
CRIMINAL CITATIONS; FOR RENEWAL OF THE AGREEMENT THROUGH
DECEMBER 31, 2011; AND REVISING THE NOTICE PERIOD FOR TERMINATION.**

THIS AMENDMENT to Interlocal Agreement for Municipal Court Services is made and entered into this day by and between the City of Marysville, a municipal corporation in the State of Washington ("Marysville"), and the City of Lake Stevens, a municipal corporation ("Lake Stevens").

WHEREAS, Marysville and Lake Stevens entered into an Interlocal Agreement for Municipal Court Services dated September 27, 1999; and

WHEREAS, Marysville and Lake Stevens entered into a First Amendment to Interlocal Agreement for Municipal Court Services dated December 19, 2001 whereby renewing the agreement for a three-year term commencing on January 1, 2002 and ending on December 31, 2004 and amending paragraphs 2.b (5), 2.b (6), paragraph 3; and

WHEREAS, Marysville and Lake Stevens entered into the Second Amendment to Interlocal Agreement for Municipal Court Services between the city of Marysville and the city of Lake Stevens and second renewal for four year term January 1, 2005 to December 31, 2008 recorded on 12/18/2005; and

WHEREAS, Marysville and Lake Stevens entered into the Third Amendment to the Interlocal Agreement for Municipal Court Services on recorded on February 29, 2008; and

WHEREAS, the parties recognized the need for increased fees to fund the increased case load and the agreement as revised in the Second Amendment provides in Paragraph 3 that Fees may be revised prior to the contract renewal date.

Paragraph 3. FEES. In consideration of the services and supplies enumerated in Section 2 above, Lake Stevens shall pay Marysville \$35 for the filing of each infraction and each criminal citation. The above-referenced fees may be revised prior to contract renewals for the succeeding contract.

WHEREAS, the parties wish to agree to certain amendments and revisions to the agreement regarding the increased filing fees.

WHEREAS, the parties wish to amend Paragraph 10 of the Agreement and renew the agreement for the three year period of January 1, 2009 through December 31, 2011.

WHEREAS, the parties wish to amend Paragraph 11 of the Agreement to provide for 180 days written notice by either party to terminate the agreement.

WHEREAS, the parties wish to agree to certain amendments and revisions to the agreement.

NOW, THEREFORE,

IN CONSIDERATION OF the terms and provisions hereof, Lake Stevens and Marysville agree to amend the Interlocal Agreement for Municipal Court Services entered into on September 27, 1999 and the First Amendment to Interlocal Agreement for Municipal Court Services dated December 19, 2001 and the Second Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Lake Stevens and second renewal for four year term January 1, 2005 to December 31, 2008 recorded on 12/18/2007 and the Third Amendment to the Interlocal Agreement for Municipal Court Services on recorded on February 29, 2008 the parties agree as follows:

1. Paragraph 3 is amended to read as follows:

3. **FEES.** In consideration of the services and supplies enumerated in Section 2 above, Lake Stevens shall pay Marysville \$42 for the filing of each infraction and \$90 each criminal citation. The above-referenced fees may be revised prior to contract renewals for the succeeding contract.

Effective date of fees will be July 1, 2009

2. Paragraph 10 is amended to read as follows:

10. **DURATION.** In addition to the initial terms set forth in the original agreement and amendments, the term of this agreement is renewed for the period of three years from January 1, 2009 through December 31, 2011. The parties may agree to additional renewal terms. Said renewals shall be subject only to mutual agreement of the parties with schedule of fees as set forth in Section 3 as agreed by the parties.

3. Paragraph 11 is amended to read as follows:

11. **TERMINATION OF AGREEMENT.** Either party shall provide 180 days written notice of its intent either to terminate or not to renew this agreement. In the event of termination or non-renewal of the agreement cases filed prior to

the termination date in Marysville Municipal Court will remain in Marysville Municipal Court until either dismissed or formal closure.

4. Except as provided herein, all other provision of the Interlocal Agreement for Municipal Court Services entered into on September 27, 1999 and the First Amendment to Interlocal Agreement for Municipal Court Services dated December 19, 2001 and the Second Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Lake Stevens and second renewal for four year term January 1, 2005 to December 31, 2008 recorded on 12/18/ 2007 and the Third Amendment to the Interlocal Agreement for Municipal Court Services on recorded on February 29, 2008 shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE, Mayor

By _____
DENNIS KENDALL, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

GRANT K. WEED, City Attorney

GRANT K. WEED, City Attorney

DATE: _____

DATE: _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: INTERLOCAL AGREEMENT BETWEEN THE CITY AND PORT OF ANACORTES AND THE CITY OF MARYSVILLE FOR OUTDOOR VIDEO SERVICES	AGENDA SECTION:	
PREPARED BY: Jim Ballew	APPROVED BY:	
ATTACHMENTS: Interlocal Agreement		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The City of Anacortes has requested Marysville Parks and Recreation Department's assistance in offering an outdoor movie for their citizens based on the success of our program. Anacortes Parks and Recreation are hosting the free event and the location of the showing is on property owned by the Port of Anacortes where several special events are held in Anacortes.

Marysville Parks and Recreation has agreed to provide equipment and staff to produce the film at a cost of \$600.00 payable by the City of Anacortes.

Our City Attorney has developed an Interlocal Agreement between the City and Port of Anacortes and City of Marysville to clearly define services provided by Marysville Parks and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The event is scheduled for August 28, 2009

RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor to sign the attached Interlocal Agreement between the City and Port of Anacortes and the City of Marysville for Outdoor Video Services.
COUNCIL ACTION:

After Recording Return To:
City Clerk
City of Marysville
1049 State Avenue
Marysville, WA 98270

Agencies: City of Marysville and City of _____
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ANACORTES,
THE PORT OF ANACORTES
AND THE CITY OF MARYSVILLE
FOR OUT DOOR VIDEO SERVICES**

This Interlocal Agreement effective July 15, 2009 between the City of Anacortes, a Washington municipal corporation, herein after referred to as “ANACORTES” and the between the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE” and the Port of Anacortes, a Washington municipal corporation, hereinafter referred to as “PORT”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of ANACORTES is the organizer/host jurisdiction of Outdoor Movie Presentations; specifically but not limited to film selected by City of ANACORTES and presented on August 28, 2009; and

WHEREAS, the PORT of Anacortes is the owner of the property the Port Marina Special Event area where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUT DOOR VIDEO equipment, staff and vehicles to provide OUT DOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of ANACORTES desires to utilize the City of MARYSVILLE’S OUT DOOR VIDEO SERVICES; and

WHEREAS, the City of ANACORTES desires to utilize the PORT’S Marina Special Event area; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUT DOOR VIDEO SERVICES to the City of ANACORTES and for the City of ANACORTES to use the PORT's Marina Special Event area to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, ANACORTES, MARYSVILLE and PORT agree as follows:

1. SCOPE OF SERVICES

A. MARYSVILLE agrees to provide OUT DOOR VIDEO SERVICES to ANACORTES as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment.

1. MARYSVILLE will provide OUT DOOR VIDEO SERVICES to ANACORTES.

2. MARYSVILLE will provide the video equipment, personnel and vehicles to transport the equipment and personnel to ANACORTES. MARYSVILLE personnel will operate the video equipment and vehicles.

B. ANACORTES will provide the following:

Location/Venue: Port of Anacortes /Cap Sante Marina

Other services/personnel:

C. PORT will provide the Special Event area.

D. The Dates of the Movie presentations will be:

1. August 28, 2009

2. TBD

3. TBD

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that ANACORTES staff providing services pursuant to this Agreement are acting in their official capacity as employees of ANACORTES and shall be under the exclusive direction and control of ANACORTES.

It is understood and agreed by all parties that PORT staff and Property are acting in their official capacity as employees of PORT and shall be under the exclusive direction and control of PORT.

- F. ANACORTES, MARYSVILLE and PORT agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. ANACORTES and PORT, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to MARYSVILLE the authority to perform on ANACORTES'S behalf those services as provided in this Agreement.
- H. PORT, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to ANACORTES and MARYSVILLE the authority to perform on PORT's behalf those services as provided in this Agreement within the jurisdiction of the PORT's boundaries.

2. COMPENSATION /FEES

- A. ANACORTES will pay MARYSVILLE for the use of the employees, equipment and vehicles in the amount of:

\$600.00
- B. ANACORTES will pay MARYSVILLE 25% of the event fee in the event ANACORTES cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill ANACORTES monthly and ANACORTES shall pay MARYSVILLE within thirty (30) days receipt of the bill.
- D. The PORT has agreed to the use of its property without compensation for the purposes of this Agreement.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

- A. ANACORTES will at all times indemnify and hold harmless and defend MARYSVILLE and the PORT, their 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 ANACORTES in performance 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 MARYSVILLE, ANACORTES, PORT or other person and all property owned or claimed by MARYSVILLE, ANACORTES, PORT or affiliate of ANACORTES, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE, its elected and appointed officials, officers, employees or agents; or those losses or claims for damages solely caused by the negligence or willful misconduct of PORT, its elected and appointed officials, officers, employees or agents.
- B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:
1. Waive any defense arising out of RCW Title 51.
 2. Limit or restrict the ability of any PORT or City or employee or legal counsel for any PORT or City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but no limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
 3. Cover or require indemnification or payment of any judgment against any individual or Party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.
- C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

A. MARYSVILLE INSURANCE

1. MARYSVILLE shall maintain public liability insurance for the protection of the public. MARYSVILLE is a member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement.

2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from MARYSVILLE to ANACORTES and PORT. Reduction or cancellation of the insurance shall render this Agreement void.

3. MARYSVILLE shall provide ANACORTES and PORT proof of insurance with either a letter or certificate of insurance from WCIA verifying MARYSVILLE as a member. Proof of insurance shall be approved by ANACORTES prior to MARYSVILLE providing any services under the terms of this Agreement. At the request of ANACORTES or PORT, a copy of the policy will be provided.

B. ANACORTES INSURANCE

1. ANACORTES shall maintain public liability insurance for the protection of the public. ANACORTES is a member and insured through the Cities Insurance Association of Washington and shall maintain its membership throughout the term of this Agreement.

2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from ANACORTES to MARYSVILLE. Reduction or cancellation of the insurance shall render this Agreement void.

3. ANACORTES shall provide MARYSVILLE and PORT proof of insurance with either a letter or certificate of insurance from Cities Insurance Association of Washington verifying ANACORTES as a member. Proof of insurance shall be approved by MARYSVILLE and PORT prior to ANACORTES providing any services under the terms of this Agreement. At the request of MARYSVILLE or PORT, a copy of the policy will be provided.

C. PORT INSURANCE:

1. The PORT shall provide evidence of and shall maintain liability insurance or coverage for potential liabilities arising from this Agreement. Insurance limits or coverage shall be at least (\$5 Million) per occurrence and \$5 million aggregate for personal injury and property damage.

2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from PORT to ANACORTES and MARYSVILLE. Reduction or cancellation of the insurance shall render this Agreement void.

3 Proof of insurance shall be approved by MARYSVILLE and ANACORTES prior to PORT providing any services under the terms of this Agreement. At the request of MARYSVILLE or ANACORTES, a copy of the policy will be provided.

- C. ANACORTES insurance shall be considered primary for the purposes of this agreement.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between ANACORTES and MARYSVILLE and PORT or any of ANACORTES'S or MARYSVILLE'S or PORT's agents or employees.

ANACORTES shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by ANACORTES pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

PORT shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by PORT pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of ANACORTES a MARYSVILLE or PORT employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded ANACORTES or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE an ANACORTES or PORT employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

Nothing in this Agreement shall make any employee of PORT an ANACORTES or Marysville employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded PORT employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney’ fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement 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.
- C. 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.

8. DURATION / TERMINATION /NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of three years, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices
 - 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of ANACORTES:
904 6th Street
P.O. Box 547
Anacortes WA, 98221

PORT of ANACORTES:
P.O. Box 297
Anacortes, WA, 98221

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Jim Ballew, Parks Director Phone Numbers: 425-754-4021

ANACORTES:

Name: Nicole Johnston, Recreation Coordinator. Phone Numbers: 360-661-3765

PORT:

Name: Bob Hyde, Port Director Phone Numbers: (360) 299-1812

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within ANACORTES and the PORT OF ANACORTES under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall

constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office and the Skagit County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF ANACORTES

By: _____
DENNIS L. KENDALL, Mayor

By: _____
DEAN MAXWELL, Mayor

Date: _____

Date: _____

Attest:

TRACY JEFFRIES, City Clerk

Attest:

City Clerk

Approved as to form:

GRANT K. WEED
Attorney for the City of MARYSVILLE

Approved as to form:

Attorney for City of ANACORTES

PORT OF ANACORTES

By: _____

Date: _____

Attest:

By: _____

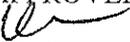
Approved as to Form:

By: _____
Attorney for Port of Anacortes

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Project Prospectus and State Funding Agreement with WSDOT for Safe Routes to School Funding on the 47 th Ave NE Improvements Project	AGENDA SECTION: New Business	
PREPARED BY: Jeff Laycock, Project Engineer	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> • Project Prospectus and State Funding Agreement Packets (2 copies) 		
	MAYOR	CAO
BUDGET CODE: 30500030.563000, R0701	AMOUNT: N/A	

DESCRIPTION:

The City and Marysville School District were awarded \$604,350 in Safe Routes to School funding for the 47th Ave NE improvements project from Grove St to Armar Rd. Of that, \$600,000 would go towards construction, \$3,000 towards education, and \$1,350 towards enforcement. The project is additionally funded through the Transportation Improvement Board (TIB) with construction funds totaling \$181,818. The total construction funds available for this project are \$781,818.

The project will include the construction of stormwater improvements, curb, gutter and sidewalk where missing and especially on the east side, widening of the east side of 47th from 10th St to 7th St, replacing sidewalk ramps to meet ADA standards, installation of video detection at the signalized intersections of Grove St and 47th Ave NE, pavement repair, full width grind and overlay, and new pavement markings to include bicycle lanes.

Since this is a State funded project, the funds are managed and dispersed through WSDOT and a State Funding Agreement is required to administer those funds. The State Funding Agreement ensures that the State funds in the agreed upon amount are spent in accordance with all applicable state laws and regulations. The agreement also specifies the procedure for payment and reimbursement of the project.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Project Prospectus and State Funding Agreement with WSDOT for the 47 th Ave NE improvements project.
COUNCIL ACTION:

Appendix 21.41

Prospectus Submittal Checklist

Agency: City of Marysville Project Title: 47th Ave NE Sidewalk

Use this sheet as a cover sheet to the project prospectus package. Place an "X" in the right column to denote items included.

If not applicable, state N/A. Include in the cover letter a comment explaining the action taken on each item as appropriate.

Note later with an "L" if the information will be supplied at a future date.

Application:

1. Project Prospectus (Chapter 21)	X
2. Vicinity Map	X
3. Typical Roadway or Pathway Section	X
4. Typical Bridge Section	N/A
5. Local Agency Agreement (Chapter 22)	X
6. Documented Cost Estimate (Chapter 22)	X
7. TIP/STIP Inclusion (MPO/County/Agency, selected/limited to \$)	N/A

Supporting Data:

8. Local Agency Design Matrix Checklist (Appendix 42.101)	N/A
9. Photos: (Railroad Crossing, ER event sites, as required)	N/A
10. Sample Deviation Analysis Format (Appendix 41.41)	N/A
11. Environmental Considerations (Chapter 24)	N/A
a. Class II Categorically Excluded (CE) — Environmental Classification Summary (ECS)	N/A
b. Class III Environmental Assessment (EA)	N/A
c. Class I Environmental Impact Statement (EIS)	N/A
d. SEPA Checklist	N/A
e. NEPA/SEPA/Section 404 Interagency Working Agreement	N/A
f. Evolutionarily Significant Unit (ESU) Determination of Effect Concurrence	N/A
12. Design Approval (Chapter 43)	N/A
a. Value Engineering Study (where applicable)	N/A
13. Location and Design Approval (Chapter 43)	N/A
14. Right of Way Requirements (Chapter 25)	N/A
a. Relocation Plan	N/A
b. Right of Way Plans	N/A
c. Right of Way Project Funding Estimate or True Cost Estimate	N/A
d. Request Right of Way Fund Authorization	N/A
15. Right of Way Certification (Appendix 25.149)	N/A
16. Agreements/Easements with Railroads, Utilities, and Other Agencies (Chapter 32)	N/A
17. Tied Bids (Chapter 44)	L

Remarks:

This project prospectus is being submitted for the State funding via the Safe Routes to School grant program.

Prefix		Route	()	Date	July 13, 2009
Federal Aid Project Number					
Local Agency Project Number	R0701	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title 47th Ave NE Sidewalk Improvements		Start Latitude	N389894	Start Longitude	W1314131
		End Latitude	N387482	End Longitude	W1314100
Project Termini From Grove St		To Armar Rd			
From:	To:	Length of Project	Award Type		
0	0.5	0.5 miles	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Federal Agency <input type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number	0745	County Number	31
		County Name		Snohomish	
				WSDOT Region NW	
Congressional District District 2		Legislative Districts Districts 38/44		Urban Area Number	1
				TMA / MPO / RTPO PSRC	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	State Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.	\$786,168.00	\$181,818.00 (TIB)	\$604,350.00	09	2009
Total	\$786,168.00	\$181,818.00 (TIB)	\$604,350.00	09	2009

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width varies from 30' to 44' Number of Lanes varies, 2 travel, 1-2 parking

The existing roadway varies from 44' from Grove St to north of 10th St, with two parking lanes. At Grove St, the width is enough to accommodate 2 travel lanes with a left turn pocket. From 10th St south, the width varies from approximate 30' with two travel lanes and a parking lane. There is no sidewalk installed on the east side between 10th and 7th.

Description of Proposed Work

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

The proposed work includes the construction of necessary stormwater improvements, construction of sidewalk where missing, widening of 47th from 7th to 10th, install video detection at Grove St, pavement repair, pavement grinding, sidewalk ramp replacement to meet ADA, full width overlay, and pavement markings.

Local Agency Contact Person Jeff Laycock, PE	Title Project Engineer	Phone (360) 363-8274
Mailing Address 80 Columbia Ave	City Marysville	State WA
		Zip Code 98270

By _____ Title _____

Project Prospectus Approval

_____ Approving Authority

_____ Date _____

Agency City of Marysville	Project Title 47th Ave NE Sidewalk Improvements	Date July 13, 2009
------------------------------	--	-----------------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	40'	2
2 travel, 1 parking, 2 bicycle lanes		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Collector	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector
	<input type="checkbox"/> Rural <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Rural <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	30
Design Speed	25	30
Existing ADT	N/A	N/A
Design Year ADT	N/A	N/A
Design Year	N/A	N/A
Design Hourly Volume (DHV)	N/A	N/A

Performance of Work		
Preliminary Engineering Will Be Performed By City of Marysville	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification
<input type="checkbox"/> Final <input type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
NEPA not required for State Funding. The City has completed a SEPA.

Agency City of Marysville	Project Title 47th Ave NE Sidewalk Improvements	Date July 13, 2009
------------------------------	--	-----------------------

Right of Way

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 Existing utilities are currently being relocated by owner's of those utilities. This includes the relocation of utility poles and the attached overhead utility. This will also include some relocation of gas. The City is about to completed with their water main replacement. Traffic loops at the signal of Grove and 47th in the northbound direction will be replaced with video detection. The advanced loop will be replaced.

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

Remarks
 None.

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

Agency _____

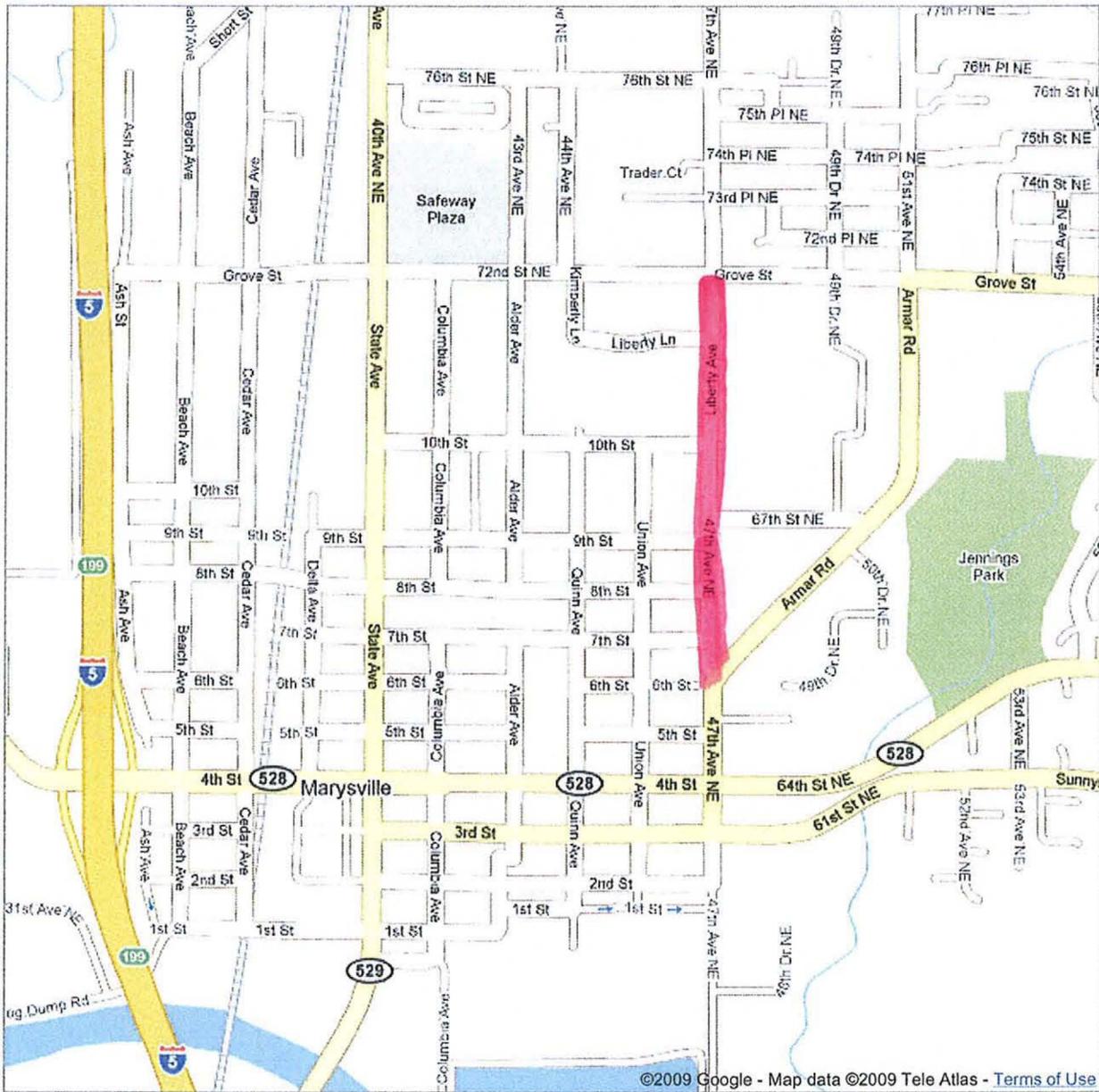
Date _____

By _____

Mayor/Chairperson

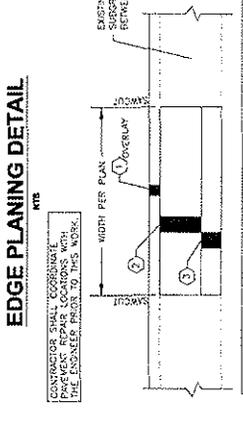
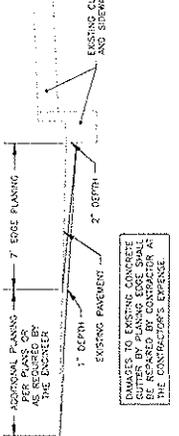
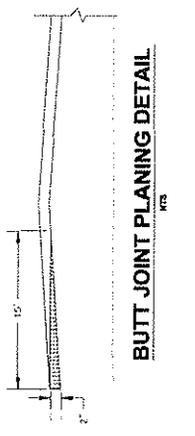


Get Google Maps on your phone
Text the word "GMAPS" to 466453



CONSTRUCTION NOTES:

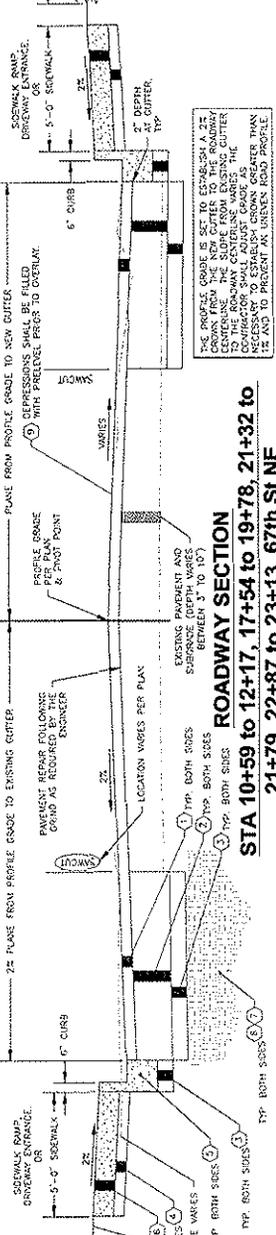
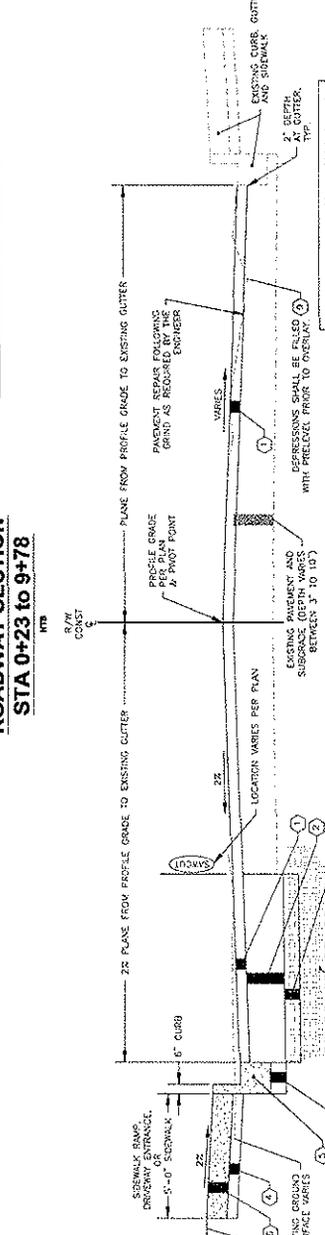
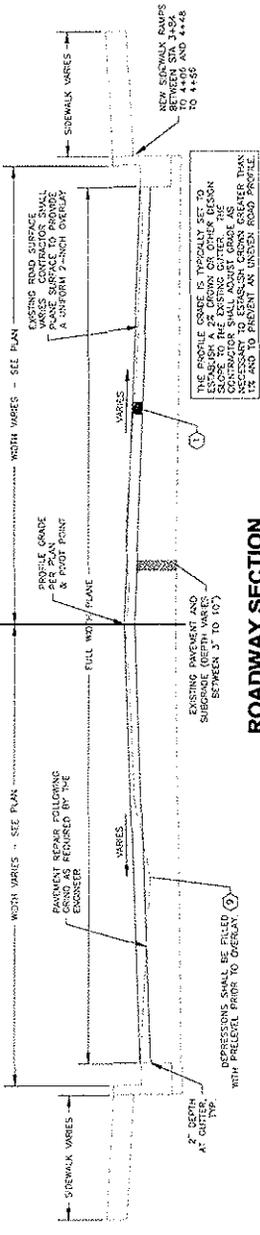
1. 0.17 IN. CL. 2" PG 64-22 (PAVING COURSE)
2. 0.50" ASPHALT TREATED BASE (OR 2 LIFTS)
3. 0.33" CRUSHED SUBBASE (CSB2)
4. 0.25" CRUSHED SURFACING TOP COURSE (CS2C)
5. REINFORCED CONCRETE TRAFFIC CURB AND GUTTER (SEE ROADWAY SECTION PLAN F-30 TO F-30(40))
6. 0.33" CEMENT CONCRETE SIDEWALK (SEE WADOT STD PLAN F-30 TO F-30(40))
7. COMPACTED SURFACING (TYP)
8. COMPACTED GRAVEL BORROW (AS REQUIRED BY THE ENGINEER)
9. 0.10" MIN. HMA CL. 2" PG 64-22 FOR PRELEVELING, AS REQUIRED BY THE ENGINEER
10. PROJECT RESTORATION TO MATCH EXISTING SURFACE (EQ. WHERE GRASS IS EXISTING, THE CONTRACTOR SHALL MATCH EXISTING SURFACE AND ORIGINAL GROUND, WHERE BARR. IS EXISTING, CONTRACTOR SHALL MATCH EXISTING SURFACE AND ORIGINAL GROUND, WHERE NO EXISTING BARR. IS EXISTING, CONTRACTOR SHALL MATCH EXISTING SURFACE AND ORIGINAL GROUND, WHERE THE EXISTING SURFACE IS SOIL, THE CONTRACTOR SHALL WATER USING TORQUEL.



CONTRACTOR SHALL COORDINATE PAVEMENT REPAIR LOCATIONS WITH THE ENGINEER PRIOR TO THIS WORK.

WHERE PLANNING OPERATIONS GRIND THROUGH EXISTING PAVEMENT AND EXPOSE SUBBASE, CONTRACTOR SHALL PROVIDE DETAILED PAYMENT FOR EXCAVATION SHALL BE PER THE BID ITEM "PAVEMENT REPAIR EXCAVATION INCL. HMA".

(SEE PLAN FOR LOCATIONS)



THE PROFILE GRADE IS SET TO ESTABLISH A 2% SLOPE FROM THE EXISTING GUTTER TO THE ROADWAY CENTERLINE. VARIATIONS TO THE ROADWAY CENTERLINE GRADE ARE NECESSARY TO ESTABLISH A SLOPE GREATER THAN 2% AND TO PREVENT AN UNDESIRABLE PROFILE.

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REVISIONS	DATE	REVISION	JEFF LAYDOCK, PE	7/19/2020	FOR CONSTRUCTION ON	7/19/2020	DATE	JEFF LAYDOCK, PE	7/19/2020
1.		ENGINEERING CHECKER	JEFF LAYDOCK, PE		APPROVED AND APPROVED				
2.		CONSTRUCTION SUPERVISOR			FOR CONSTRUCTION ON				
3.		OPERATIONS MANAGER			DATE				
4.		P.W. SUPERINTENDENT			BY				

CITY OF MARYSVILLE
 PUBLIC WORKS DEPARTMENT
 47TH AVE NE IMPROVEMENTS PROJECT
 TYPICAL ROADWAY SECTIONS

PROJECT NO. R07071 - 305500030.563000
 SHEET 3 OF 3

CONTRACTOR SHALL COORDINATE PAVEMENT REPAIR LOCATIONS WITH THE ENGINEER PRIOR TO THIS WORK.



Highways and Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville Attn: Jeff Laycock, PE 80 Columbia Ave Marysville, WA 98270
Agreement Number	Maximum Amount Authorized \$604,350.00	Location and Description of Work (See also Exhibit "A") 47th Ave NE from Grove St to Armar Rd. Work includes construction of stormwater improvements, sidewalk, road widening, overlay, etc.
Participating Percentage	Project Number R0701	

This AGREEMENT is made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE			
a. Agency			
b. Other			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)			
Right of Way			
f. Agency			
g. Other			
h. Other			
i. State			
j. Total RW Cost Estimate (f+g+h+i)			
Construction			
k. Contract SRTS Construct	\$600,000.00		\$600,000.00
l. Other SRTS Education	\$3,000.00		\$3,000.00
m. Other SRTS Enforcement	\$1,350.00		\$1,350.00
n. Other (TIB)	\$181,818.00	\$181,818.00	
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$786,168.00	\$181,818.00	\$604,350.00
r. Total Project Cost Estimate (e+j+q)	\$786,168.00	\$181,818.00	\$604,350.00

SRTS = SAFE ROUTES TO SCHOOL

TIB = TRANSPORTATION IMPROVEMENT BOARD

I
General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II
Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III
Audit

The AGENCY agrees that an audit may be conducted by the STATE.

During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: _____

Date: _____

IV
Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V
Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI
Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII
Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII
Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Assistant Secretary for Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX
Supplement

This agreement may be modified or supplemented only in writing by both parties.

STATE

By: _____

Assistant Secretary for Highways and Local Programs

Date: _____



47th AVE SIDEWALK IMPROVEMENTS

Engineer's Estimate

SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE
1-04.4	1	Minor Change	1	LS	\$5,000.00	\$5,000.00
1-05.5	2	Roadway Surveying	1	LS	\$10,000.00	\$10,000.00
1-07.15	3	SPCC Plan	1	LS	\$1,000.00	\$1,000.00
1-09.7	4	Mobilization (8%)	1	LS	\$57,870.00	\$57,870.00
1-10.5	5	Project Temporary Traffic Control	1	LS	\$50,000.00	\$50,000.00
2-01.5	6	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00
2-02.5	7	Removal of Structure and Obstruction	1	LS	\$5,000.00	\$5,000.00
2-03.5	8	Roadway Excavation Incl. Haul	1,350	CY	\$25.00	\$33,750.00
2-03.5	9	Gravel Borrow Including Haul	250	TON	\$18.00	\$4,500.00
2-03.5	10	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$50.00	\$500.00
2-09.5	11	Shoring	1	LS	\$5,000.00	\$5,000.00
2-12.5	12	Construction Geotextile for Underground Drainage	1,200	SY	\$2.00	\$2,400.00
4-04.5	13	Crushed Surfacing Base Course	750	TON	\$28.00	\$21,000.00
4-04.5	14	Crushed Surfacing Top Course	275	TON	\$28.00	\$7,700.00
4-06.5	15	Asphalt Treated Base	1,250	TON	\$72.00	\$90,000.00
5-04.5	16	Pavement Repair Excavation Incl. Haul	1,150	SY	\$25.00	\$28,750.00
5-04.5	17	Planing Bituminous Pavement	8,750	SY	\$3.00	\$26,250.00
5-04.5	18	HMA CI 1/2" PG 64-22	1,965	TON	\$80.00	\$157,200.00
7-01.5	19	PVC Underdrain Pipe 8 In. Diam.	705	LF	\$30.00	\$21,150.00
7-01.5	20	Gravel Backfill for Drains	225	CY	\$30.00	\$6,750.00
7-04.5	21	Schedule A Storm Sewer Pipe 8" Diam.	145	LF	\$40.00	\$5,800.00
7-05.5	22	Concrete Inlet	4	EA	\$800.00	\$3,200.00
7-05.5	23	Catch Basin Type 1	10	EA	\$1,200.00	\$12,000.00
7-05.5	24	Catch Basin Type 1 w/ Solid Locking Cover	2	EA	\$1,400.00	\$2,800.00
7-05.5	25	Adjust Manhole	8	EA	\$500.00	\$4,000.00
7-12.5	26	Adjust Water Valve	25	EA	\$125.00	\$3,125.00
8-01.5	27	Erosion/Water Pollution Control	1	LS	\$3,000.00	\$3,000.00
8-02.5	28	Property Restoration	1	LS	\$7,500.00	\$7,500.00
8-04.5	29	Cement Conc. Traffic Curb and Gutter	2,300	LF	\$22.00	\$50,600.00
8-04.5	30	Cement Conc. Pedestrian Curb	200	LF	\$25.00	\$5,000.00
8-06.5	31	Cement Conc. Driveway Entrance	370	SY	\$45.00	\$16,650.00
8-09.5	32	Raised Pavement Marker Type 2	1.00	HUND	\$500.00	\$500.00
8-12.5	33	Replace Existing Fence	550	LF	\$50.00	\$27,500.00
8-13.5	34	Adjust Monument Case and Cover	2	EA	\$500.00	\$1,000.00
8-14.5	35	Cement Conc. Driveway	40	SY	\$40.00	\$1,600.00
8-14.5	36	Cement Concrete Sidewalk	850	SY	\$35.00	\$29,750.00
8-14.5	37	Cement Conc. Sidewalk Ramp Type 1	4	EA	\$1,200.00	\$4,800.00
8-14.5	38	Cement Conc. Sidewalk Ramp Type 2	10	EA	\$1,200.00	\$12,000.00
8-18.5	39	Collection Box Unit	3	EA	\$500.00	\$1,500.00
8-20.5	40	Traffic Signal System	1	LS	\$10,000.00	\$10,000.00
8-21.5	41	Permanent Signing	1	LS	\$3,000.00	\$3,000.00
8-22.5	42	Plastic Line	6,000	LF	\$1.50	\$9,000.00
8-22.5	43	Plastic Wide Line	4,500	LF	\$3.00	\$13,500.00
8-22.5	44	Plastic Stop Line	180	LF	\$5.00	\$900.00
8-22.5	45	Plastic Traffic Arrow	6	EA	\$125.00	\$750.00
8-22.5	46	Plastic Crosswalk Line	1,330	SF	\$5.00	\$6,650.00
8-22.5	47	Bicycle Lane Symbol	13	EA	\$100.00	\$1,300.00

CONSTRUCTION TOTAL **\$781,245.00**

SAFE ROUTES TO SCHOOL FUNDS **\$604,350.00**

CONSTRUCTION \$600,000.00

ENFORCEMENT \$1,350.00

EDUCATION \$3,000.00

TIB FUNDS **\$181,818.00**

EXHIBIT A

SCOPE OF SERVICES - 2008/2010

Item	Description	Estimated Unit	Unit Cost	Total Cost
1	Site pick-up @ 80 Columbia Avenue, Marysville	520	Ø	Ø
2	EPA unregulated testing (UCMR2/List 1)	8	500	4000
3	Nitrates	4	15	60
4	TTHM's	64	50	3200
5	HAA's	64	75	4800
6	IOC's	4	175	700
7	VOC's	4	150	600
8	VOC's	8	150	1200
9	Arsenic	2	10	20
10	Radionuclides	2	75	150
11	SOC's	2	575	1150
12	Fecal	10	15	150
13	Lead/Copper	52	15	780
14	Radium	4	75	300
15	TTHM's	172	50	8600
16	HAA's	172	75	12900
17	Coliform Total	1800	10	18000
18	Coliform Fecal	1000	10	10000
19	T.O.C.'s	32	10	320
TOTALS			2035	66795



INVITATION TO BID

**City of Marysville
Water Quality Testing – Year 2008/2010**

Notice is hereby given that sealed bids for Water Quality Testing for the City of Marysville, Washington will be received by the City Clerk, Marysville City Hall, 1049 State Avenue, Marysville, Washington 98270 until 3:00 p.m., Thursday, March 13, 2008, at which time and place they will be opened and publicly read aloud.

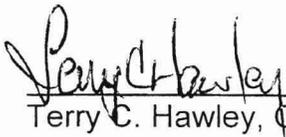
Bid proposals may be sent by mail to City Clerk, 1049 State Avenue, Marysville, Washington 98270, or hand delivered to the City Clerk prior to the time set for bids to be opened. Proposals received after the time fixed for opening will not be considered.

Bid specifications and scope of work is attached.

The City of Marysville reserves the right to reject any and all bids and waive any immaterial irregularities or informalities in the bid or bidding. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof. The City further reserves the right to make the bid award as deemed in the best interest of the City.

Dated this 19th Day of February, 2008

CITY OF MARYSVILLE



Terry C. Hawley, Operations Manager, P.W.



DATE: February 19, 2008
TO: Washington State Certified Water Quality Testing Laboratories
FROM: Terry C. Hawley, Operations Manager, City of Marysville, WA
RE: **Water Quality Testing Contract Bidding and Scope of Work
2008 / 2010 – City of Marysville, WA 98270**

The City of Marysville is requesting bids from Washington State certified water quality testing laboratories for water quality tests required to meet State and Federal regulations as outlined in Washington Administrative Code for Group 'A' Public Water Systems, Chapter 246-290. This shall be a contract ending midnight on February 28, 2009 with an added one-year option for renewal.

Sealed bids will be received by the City Clerk, City of Marysville, 1049 State Avenue, Marysville, Washington 98270 until 3:00 p.m., March 13, 2008, at which time and place they will be opened and publicly read aloud.

Questions regarding the Scope of Work should be directed to Terry C. Hawley, 360-363-8161.

1. The scope of work, attached, consists of a one-page matrix for pricing amounts to be inserted into the 'Unit Cost' and 'Total Cost' columns for each of the testing parameters.
2. All testing methods shall be 'Approved' testing procedures as required by the State of Washington.
3. All pricing should assume inclusion of the documentation required to be completed and filed with the City of Marysville and applicable State and Federal agencies.
4. All pricing should assume inclusion of necessary bottles, coolers, or any other paraphernalia necessary to conduct sampling so consistent, legitimate, and reliable results can be obtained.
5. Quantities in the 'Unit' column are total quantities expected, subject to change, through February 28, 2010.
6. Weekday sample pick-up is required at 80 Columbia Ave, Marysville, WA 98270

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND AMTEST INC.
FOR WATER QUALITY TESTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and AmTest Inc. , 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 **Water Quality Testing Services** 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 Estimate of Professional Services for the **Water Quality Testing**, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in 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 of both the scope of services and this agreement and shall complete the work within **365** days, 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 **Testing Laboratory** 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 Laboratory in performance of **Water Quality Testing** 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 **Testing Laboratory** or other person and all property owned or claimed by the City, the **Testing Laboratory**, or affiliate of the **Testing Laboratory**, 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 **Testing Laboratory** and the City, its members, officers, employees and agents, the **Testing Laboratory's** liability to the City, by way of indemnification, shall be only to the extent of the **Testing Laboratory'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, voided, 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 \$66,795. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

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

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

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

ARTICLE V. GENERAL

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

CITY OF MARYSVILLE
C/O City Clerk
1049 State Avenue
MARYSVILLE, WA 98270

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

AmTest Inc., Attn: Aaron Young
14603 NE 87th Street
Redmond, Washington 98052

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 27th day of May, YEAR 2008.

CITY OF MARYSVILLE

By Dennis L Kendall

AmTest Inc., CONSULTANT

By Arnon Yij

Approved as to form:

Grant K Weed
GRANT K. WEED, City Attorney

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE**

This Supplemental Agreement No. 1 is made and entered into on the _____ day of _____, _____, between the City of Marysville, hereinafter called the "City" and AmTest, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for Water Quality Testing Services, hereinafter called the "Project," said Agreement being dated May 27, 2008; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for a one year extension of services 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 27, 2008, 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 A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

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 \$66,795 and shall read as follows: "...shall total payment under this agreement exceed \$133,590."

PROFESSIONAL SERVICES AGREEMENT - 1
Supplement

/wpf/forms/municipal/MV0038.B

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

Original Agreement	\$ <u>66,795</u>
Supplemental Agreement No.1	\$ <u>66,795</u>
Supplemental Agreement No.2	\$ _____
Supplemental Agreement No.3	\$ _____
Grand Total	\$ <u>133,590</u>

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed within 730 days.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

AmTest, Inc.

By: _____
Mayor

By: Aaron J
Its Lab Manager

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

PROFESSIONAL SERVICES AGREEMENT - 2
Supplement

/wpf/forms/municipal/MV0038.B

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Hotel/Motel Tax Grant Program	AGENDA SECTION: Consent	
PREPARED BY: Tracy Jeffries, Asst. Admin. Services Director	AGENDA NUMBER:	
ATTACHMENTS: 1. Hotel/Motel Committee Meeting Minutes	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 10500030.549000	AMOUNT: \$70,259.00	

The members of the Hotel/Motel Committee met at City Hall on Monday, July 6, 2009. The meeting was led by Committee Chair/Councilmember Lee Phillips. They reviewed the applications and the scoring results for the eleven funding requests from the Hotel/Motel Tax Grant applicants. In accordance with Resolution No. 1990, Hotel/Motel Tax Policy and RCW Title 67.28, the Committee recommends distribution of the Hotel/Motel funds as follows: \$15,000 to Maryfest for costs associated with festival promotion and advertising; \$18,000 to Marysville Historical Society for the historic carving by James Madison; \$3,674 to Northwest Agriculture Business Center for costs associated with the Red Rooster Route Farm map distribution; \$8,000 to the Marysville Police Department for the costs associated with Special Community Events Overtime; \$8,500 to City of Marysville for Passport to Marysville Parks; \$5,500 to the City of Marysville for cost associated with the Visitors Guide; \$0 to the City of Marysville for the advertisement in the Snohomish County Visitors Guide; \$2,185 to Marysville Dog Owners for costs associated with Marysville Poochpalooza advertising. \$5,000 to Marysville Police Department for the Annual Motor Officer Training Commission; \$2,500 to City of Marysville (Streets) for costs associated with the Annual Festival; \$1,900 to City of Marysville (Solid Waste) for costs associated with the Annual Festival.

<p>RECOMMENDED ACTION: The Hotel/Motel Committee recommends the City Council authorize the allocation of \$70,259 from Hotel/Motel tax revenues as follows: \$15,000 to Maryfest; \$18,000 to Marysville Historical Society; \$3,674 to Northwest Agriculture Business Center; \$8,000 to Marysville Police Department (Special Events); \$8,500 to City of Marysville (Passport to Parks); \$5,500 to City of Marysville (Visitors Guides); \$2,185 to Marysville Dog Owners; \$5,000 to Marysville Police Department (Motor Officer Training); \$2,500 to City of Marysville (Streets) and \$1,900 to City of Marysville (Solid Waste).</p>
<p>COUNCIL ACTION:</p>

Hotel/Motel Committee Minutes
July 6, 2009
Marysville City Hall

Present: Councilmember Lee Phillips, Mary Kirkland, representing Downtown Merchants; Andy Tift, Holiday Inn Express General Manager; Carol Kapua, representing Maryfest, Tracy Jeffries, Asst. Admin. Services Director

Lee Phillips called the meeting to order at 11:30 a.m.

The committee members reviewed and submitted their scoring packets for the eleven applications that were received by the following organizations:

1. Maryfest: Magical Fantasy, 78th Annual Strawberry Festival (\$15,000);
2. Marysville Historical Society: Historic Carving by James Madison (\$18,000);
3. NW Agriculture: Red Rooster Route Farm Map Distribution (\$3,674)
4. City of Marysville Police: Special Community Events Overtime (\$16,199.85);
5. City of Marysville: Passport to Marysville Parks (\$8,500);
6. City of Marysville: Visitors Guides (\$5,500)
7. City of Marysville: Advertisement in Snohomish Co. Visitors Guide (\$1,200)
8. Marysville Dog Owners Group: Marysville Poochpalooza Advertising (\$2,185);
9. City of Marysville Police: Annual Motor Officer Training Commission (\$5,000);
10. City of Marysville Streets: Annual Festival (\$5,024.80).
11. City of Marysville Solid Waste: Annual Festival (\$3,853.80)

Lee Phillips opened the meeting by asking Tracy Jeffries how much was available to allocate. Tracy Jeffries stated there was approximately \$105,730 available to disburse and that there was enough to fund every application. She stated that this number also included reimbursing the remaining applications that were awarded in 2008.

Lee Phillips stated they would review each application.

Maryfest, Magical Fantasy, 78th Annual Strawberry Festival (\$15,000):
Andy Tift questioned Maryfest's application and how they came up with their lodging numbers. Carol Kapua stated she called hotels between Burlington and Everett and asked what their occupancy was for the weekend of Maryfest. Tracy Jeffries informed the committee that she had spoke with the manager of CTED regarding determining the lodging numbers for reporting purposes. She was informed that they understood that specific numbers regarding over-night stays could be difficult to come by. They suggested calling hotels for occupancy

numbers or conducting surveys at the event and to come up with numbers as best as possible. The committee agreed to recommend that the requested amount of \$15,000 be awarded.

Marysville Historical Society, Historic Carving by James Madison (\$18,000):
Lee Phillips explained where the Carving would be located. Carol Kapua thought that it was nice to see that it is a local carver. Mary Kirkland and Carol Kapua thought there were better ways for the Historical Society to spend the funds. The committee agreed to recommend that the requested amount of \$18,000 be awarded.

NW Agriculture, Red Rooster Route Farm Map Distribution (\$3,674):
The committee as a whole thought this is a good event to promote over-night stays. The committee agreed to recommend that the requested amount of \$3,674 be awarded.

City of Marysville Police, Special Community Events Overtime (\$16,199.85):
Carol Kapua thought the amount requested was on the fat side. The committee discussed the low score resulting from the application not being filled out correctly or completely. Andy Tift stated that while he realized the statute had changed to allow this kind of request, he didn't think that this directly related to promoting tourism. The committee agreed to recommend a partial amount of \$8,000 be awarded.

City of Marysville, Passport to Marysville Parks (\$8,500):
Tracy Jeffries confirmed that this application was approved back in 2007. She informed the project was not done within the timeline required to be eligible for the funds and the City is submitting another application for the same amount requested as last time. The committee agreed to recommend that the requested amount of \$8,500 be awarded.

City of Marysville, Visitors Guides (\$5,500):
Mary Kirkland stated she would like to see the brochures on the ferries. The committee agreed to recommend that the requested amount of \$5,500 be awarded.

City of Marysville, Advertisement in Snohomish Co. Visitors Guide (\$1,200):
The committee discussed that they did not think this would really promote tourism. The committee agreed to not recommend funding.

Marysville Dog Owners Group, Marysville Poochpalooza Advertising (\$2,185):
The committee stated they felt that this event did promote tourism. The committee agreed to recommend that the requested amount of \$2,185 be awarded.

City of Marysville Police, Annual Motor Officer Training Commission (\$5,000):

The committee discussed that the application was complete and filled out well. They recognized that this event has the potential to bring in additional over-night stays and promotes tourism. The committee agreed to recommend that the requested amount of \$5,000 be awarded.

City of Marysville Streets, Annual Festival (\$5,024.80):

The committee discussed the application was filled out poorly and was incomplete. As a result the application received a low score. The committee agreed to recommend a partial amount of \$2,500 be awarded.

City of Marysville Solid Waste, Annual Festival (\$3,853.80):

The committee discussed the application was filled out poorly and was incomplete. As a result the application received a low score. The committee agreed to recommend a partial amount of \$1,900 be awarded.

Motion made by Mary Kirkland, seconded by Carol Kapua, to recommend to City Council to award the amounts recommended as discussed in the meeting and for a total of \$70,259.00. Motion passed unanimously.

With no further business to discuss, Lee Phillips adjourned the meeting at 12:45 p.m.

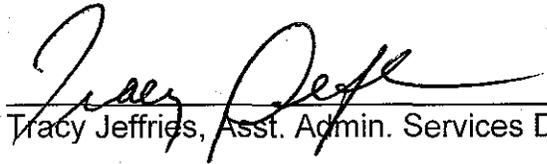

Tracy Jeffries, Asst. Admin. Services Director

EXHIBIT 1

RECOVERY CONTRACT POLICY

POLICY	WHEN	CONTRACT AMOUNT	APPROVAL	ASSESS AREA	METHOD	TIME	PROPERTY OWNERS	FEES	CONTRACT	PROPERTY FRONTAGE INCLUDED	MINIMUM COST/ DIST	ALLOWABLE COSTS	TIME LIMITS
Existing	Contract after Const	Based on actual costs	Council	City Staff	LF or other	15 yrs + City	No notice required	\$250 min or 1%, \$50/con	Lien	Yes (Developer's half frontage excluded)	None/ None	Actual Const Costs-Labor & Matl, Eng & Design (reasonably incurred)	60 days after accep & BOS
Proposed													
	Contract after Const	Based on actual costs	Council	City Staff	LF or other	15 yrs + City	Required public notice to the affected parcels	\$500 min or 1%, & \$50/ collection	Lien	Yes (Developer's half frontage excluded)	None/ Over 200'	Actual Const Costs-Labor & Matl, Eng & Design (reasonably incurred)	30 days after accep & BOS

EXHIBIT 2.

14.07.090 Recovery contracts. (Water/Sewer)

At the option of the city council, any party having constructed a public water or sewer line at its own cost extending over 200 feet from the nearest mainline, may be allowed to enter into a recovery contract with the city providing for partial reimbursement to such party, or its assigns, for the costs of such construction, including the costs of engineering and design work, and all costs of labor and materials reasonably incurred for the length of the improvements. Such contracts shall be governed by the following provisions:

(1) Within 30 ~~60~~ days after a utility line is accepted by the city and a bill of sale/warranty is filed with respect to the same, the proponent of the recovery contract shall submit a request for the same, using a form supplied by the city, together with supporting documentation showing all costs incurred in the project.

(2) An assessment area shall be formulated based upon a determination by the city as to which parcels of real estate adjacent to the utility line will be directly benefited by the same.

(3) The reimbursement share of all property owners in the assessment area shall be the pro rata share of the total cost of the project, less any contributions paid by the city. Each reimbursement share shall be determined by using a method of cost apportionment which is based upon the benefit received by each property from the project. This will generally be prorated on a front footage basis. There shall be no reimbursement to the proponent for the share of the benefits which are allocated to its property.

(4) A preliminary determination of area boundaries and assessments, along with a description of the property owner's rights and options, shall be forwarded by certified mail to the property owners of record within the proposed assessment area. If any property owner requests a hearing in writing within 20 days of the mailing of the preliminary determination, a hearing shall be held before the city council, notice of which shall be given to all affected property owners. The city council's ruling shall be determinative and final.

(5) The contract, upon approval by the city council, shall be recorded in the records of the Snohomish County auditor within 30 days of such approval. The recorded contract shall constitute a lien against all real property within the assessment area which did not contribute to the original cost of the utility project.

(6) If, within a period of 15 years from the date the contract was recorded, any property within the assessment area applies for connection to the utility line, the lien for payment of the property's proportionate share shall become immediately due and payable to the city as a condition of receiving connection approval.

(7) All assessments collected by the city pursuant to a recovery contract, less the city's administrative charge, shall be paid to the original proponent, its personal representative, successors or assigns, within 30 days after receipt by the city. The city's administrative charge for each collection is set forth in MMC 14.07.005.

(8) At the termination of the 15-year recovery period, the lien shall continue, but all collections thereafter shall be for the benefit of the city and shall be deposited in the city's utility fund.

(9) Nothing in this section, nor any provision in a recovery contract, shall be construed as establishing the city as a public utility in areas not already connected to the city's utility system; nor shall this section, or any recovery contract, be construed as establishing express or implied rights for any property owner to connect to the city's utility system without first qualifying for such connection by compliance with all applicable city codes and ordinances. (Ord. 2106 § 18, 1996; Ord. 1599, 1988; Ord. 1434, 1985).

14.16.130 Recovery contracts. (Storm)

At the option of the city council, any party having constructed public storm drainage lines, facilities or appurtenances, at its own cost, may be allowed to enter into a recovery contract with the city providing for partial reimbursement to such party, or its assignee, for the costs of such construction, including the costs of engineering and design work, and all costs of labor and materials reasonably incurred. Such contracts shall be governed by the following provisions:

(1) Within 30 60 days after a storm drainage line or facility is accepted by the city and a bill of sale/warranty is filed with respect to the same, the proponent of the recovery contract shall submit a request for the same, using a form supplied by the city, together with supporting documentation showing all costs incurred in the project.

(2) An assessment area shall be formulated based upon a determination by the city as to which parcels of real estate will be directly benefited by the line or facility. In the case of regional storm drainage facilities, a similar analysis shall be made with respect to all parcels within the drainage basin as defined by the city.

(3) The reimbursement share of all property owners in the assessment area shall be a pro rata share of the total cost of the project, less any contributions paid by the city. Each reimbursement share shall be determined by using a method of cost apportionment which is based upon the benefit received by each property from the project. This will generally be prorated on a front footage basis for storm drainage lines. There shall be no reimbursement to the proponent for the share of the benefits which are allocated to its property.

(4) A preliminary determination of the area boundaries and assessments, along with a description of the property owners, rights and obligations, shall be forwarded by certified mail to the property owners of record within the proposed assessment area. If any property owner requests a hearing in writing within 20 days of mailing of the preliminary determination, a hearing shall be held before the city council, notice of which shall be given to all affected property owners. The city council's ruling shall be determinative and final.

(5) The contract, upon approval by the city council, shall be recorded in the records of the Snohomish County auditor within 30 days of such approval. The recorded contract shall constitute a lien against all real property within the assessment area which did not contribute to the original cost of the utility project.

(6) If, within a period of 15 years from the date the contract was recorded, any property within the assessment area applies for connection to the storm drainage line, or is developed or improved in such a manner as to use or impact the drainage facility, the lien for payment of the property's proportionate share shall become immediately due and payable to the city as a condition of receiving connection or development approval.

~~(7) All assessments collected by the city pursuant to a recovery contract shall be paid to the original proponent, its personal representative, successors or assigns, within 30 days after receipt by the city, less an administrative charge of \$50.00 for each collection.~~

(7) All assessments collected by the city pursuant to a recovery contract, less the city's administrative charge, shall be paid to the original proponent, its personal representative, successors or assigns, within 30 days after receipt by the city. The city's administrative charge for each collection is set forth in MMC 14.07.005.

(8) At the termination of the 15-year recovery period, the lien shall continue, but all collections thereafter shall be for the benefit of the city and shall be deposited in the city's utility fund.

(9) Nothing in this section, nor any provision in a recovery contract, shall be construed as establishing the city as a public utility in areas not already connected to the city's utility system; nor shall this section, or any recovery contract, be construed as establishing express or implied rights for any property owner to connect to the city's utility system without first qualifying for such connection by compliance with all applicable city codes and ordinances. (Ord. 2245 § 3, 1999).

18.24.045 Recovery contracts. (Road)

At the option of the city council, a proponent may be allowed to enter into a recovery contract with the city providing for partial reimbursement to the proponent, or its assignee, of costs of regional capital improvements required by this chapter, including design, grading, paving and installation of streets, curbs, gutters, storm drainage, sidewalks, street lighting, traffic controls and other similar improvements required by the street standards of the city, ~~and regional storm drainage facilities~~. Such contracts shall be governed by the following provisions:

(1) ~~Within 30 60 days after a utility line is the improvements are accepted by the city and a bill of sale/warranty is filed with respect to the same, the proponent of the recovery contract shall submit a request for the same, using a form supplied by the city, together with supporting documentation showing all costs incurred in the project.~~

(2) An assessment area shall be formulated based upon a determination by the city as to which parcels of real estate adjacent to the street improvements would be required by this chapter to make similar improvements at the time development is proposed for said parcels; ~~in the case of regional storm drainage facilities, a similar analysis shall be made with respect to all parcels within the drainage basin as defined by the city.~~

(3) The reimbursement share of all property owners in the assessment area shall be a pro rata share of construction and contract administration costs of the improvement project. The city shall determine the reimbursement share by using a method of cost apportionment which is based upon the benefit to each property owner from the project. There shall be no reimbursement to the proponent for the share which is allocated to its property, nor for any contributions paid by the city.

(4) A preliminary determination of area boundaries and assessments, along with a description of the property owner's rights and options, shall be forwarded by certified registered mail to the property owners of record within the proposed assessment area. If any property owner requests a hearing in writing within 20 days of the mailing of the preliminary determination, a hearing shall be held before the city council, notice of which shall be given to all affected property owners. The city council's ruling shall be determinative and final.

~~(4) The city council may, in its discretion, determine that interest shall accrue for the benefit of the proponent, or its assignee, on all unpaid assessments. In such cases the city council shall establish an interest rate and shall include it in the recovery contract.~~

(5) The contract, upon approval by the city council, shall be recorded in the records of the Snohomish County auditor within 30 days of such approval. ~~The~~ A recorded contract shall constitute a lien against all real property within the assessment area which did not contribute to the original cost of the project improvements.

(6) If, within a period of 15 years from the date the contract was recorded, any property within the assessment area applies for development rights which implement the requirements of this chapter, the lien for payment of said property's proportionate share, ~~plus accrued interest~~, shall become immediately due and payable to the city as a condition of receiving development approval.

~~(7) All assessments and interest collected by the city pursuant to a recovery contract shall be paid to the original party constructing the improvement, or his personal representative, successors or~~

~~assigns, within 30 days after receipt by the city, less an administrative charge of \$50.00 for each collection. (Ord. 1598, 1988; Ord. 1296, 1983).~~

(7) All assessments collected by the city pursuant to a recovery contract, less the city's administrative charge, shall be paid to the original proponent, its personal representative, successors or assigns, within 30 days after receipt by the city. The city's administrative charge for each collection is set forth in MMC 14.07.005.

**Chapter 14.07
FEES, CHARGES AND REIMBURSEMENTS**

Sections:

- 14.07.005 General fee structure.
- 14.07.005A *Repealed.*
- 14.07.010 Capital improvement charges.
- 14.07.020 Utility main charge.
- 14.07.030 Sewer and water extensions inspection charge.
- 14.07.040 Water service installation fee.
- 14.07.050 Sewer service installation fees.
- 14.07.060 Water rates.
- 14.07.070 Sewer rates.
- 14.07.075 Rate adjustments.
- 14.07.080 Reimbursement for oversized water and sewer mains.
- 14.07.090 Recovery contracts.

14.07.005 General fee structure.

The public works department is authorized to charge and collect the following fees:

Type of Activity	Fee
Land development review and construction inspection fees	See Chapter <u>15.12</u> MMC
Storm sewer inspection fee	\$60.00/hour and/or consultant fee
Street closure notice	\$60.00
Install/repair street sign	Materials and expenses
Street code variance	See Chapter <u>15.12</u> MMC
Application for vacation of streets, roads and alleys	\$500.00, plus appraisals, cost of preparing legal descriptions
Vegetation abatement	Cost to abate plus a 10 percent surcharge (see MMC 12.36.020 and 12.36.030)
Storm connection fee	\$100.00
Construction water	\$3.50/1,000 gallons used
Hydrant water	\$50.00 setup + \$3.50/1,000 gallons used
Sanitary sewer extension inspection charge	\$500.00 minimum for 500 feet or less + \$1.00 per foot over 500 feet
Sanitary sewer installation fee (mainline to right-of-way)	City-installed: cost per foot at time and materials
Sanitary sewer inspection fee (right-of-way to residence)	\$100.00 per connection
Segregations (LID fees)	\$100.00, plus actual engineering costs incurred by the city
Disconnection charges: Voluntary disconnection of service	\$5.00

Involuntary disconnection of service	\$10.00; \$20.00 if the utility department is required to make a special trip for a single account in an involuntary disconnection situation
Reconnection charges: Voluntary reconnection Involuntary reconnection	\$5.00 \$10.00; \$20.00 if the utility department is required to make a special trip for a single account in an involuntary reconnection situation
Shut-off/turn-on fee after hours (water)	\$75.00
Unauthorized connection: water or sewer	\$200.00
Variances: water/sewer	See Chapter <u>15.12</u> MMC (\$250.00)
Water system extension inspection fee	\$0.30/foot
Miscellaneous utility relocation (hydrants, meters, blow-offs)	Time and materials
Water use violation: Commercial Residential	\$200.00 \$50.00
Water and/or sanitary sewer plan review	See Chapter <u>15.12</u> MMC
Water/sewer connection filing fee	\$20.00
Water/sewer system design standard specifications manual	\$10.00 – \$50.00
Account change water meter read	\$15.00
Recovery contract	\$1000.00 \$250.00 minimum or one percent of project + \$100.00 \$50.00 collection fee
Emergency locate (after hours)	\$100.00
Late payment fees	Five percent of account for first notice; additional five percent of account for second notice
Bank returned item fee	\$40.00
Photocopies	See MMC <u>1.16.070</u>
Blueprint copies	See MMC <u>1.16.070</u>
Staff time	See MMC <u>1.16.070</u>
Tape duplication	See MMC <u>1.16.070</u>
Mailing costs	See MMC <u>1.16.070</u>

(Ord. 2756 § 1, 2008; Ord. 2554 § 1, 2004; Ord. 2346 § 1, 2000; Ord. 2267 § 1, 1999; Ord. 2106 § 2, 1996).

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE
ANNOUNCING THE RETIREMENT OF K-9 POLICE DOG RADAR
AND THEREFORE DECLARING THE K-9 POLICE DOG RADAR TO BE
SURPLUS AND AUTHORIZING THE SALE OF THE K-9 POLICE DOG
RADAR.**

WHEREAS, the City is the owner of K-9 Police Dog Radar and the City has determined that Radar is to be retired and is no longer needed for further public use or necessity; and,

WHEREAS, the dog has been bonded with one master and for purposes of safety and security and for the well-being of the animal, it should remain with Officer Dreyer; and,

WHEREAS, it is also in the public interest to provide for the retirement and sale of Radar to Officer Dreyer;

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

Section 1. The K-9 Police Dog Radar is hereby declared surplus to the foreseeable needs of the City.

Section 2. It is deemed to be in the public interest for the City to sell the dog to Officer Dreyer.

Section 3. The Mayor or the Mayor's designee is hereby authorized to sell the dog to Officer Dreyer.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
_____ 2009.

CITY OF MARYSVILLE

Dennis L. Kendall, Mayor

Attest:

Tracy Jeffries, City Clerk

Approved as to Form:

Grant K. Weed, City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Canine Transfer of Ownership	AGENDA SECTION: New Business
PREPARED BY: Robb Lamoureux, Commander	AGENDA NUMBER:
ATTACHMENTS: Canine Transfer of Ownership Agreement	APPROVED BY: Robb Lamoureux, Commander
	MAYOR CAO
BUDGET CODE:	AMOUNT:

As a result of medical conditions K-9 Radar is unable to continue performing official canine duties and the decision has been made to retire him from service.

With City approval, and by Department Policy, Radar’s handler, Officer Stacey Dreyer, has first right of refusal to adopt the retired canine, and as such has expressed his desire to officially adopt K-9 Radar.

Official adoption includes the payment of One Dollar (\$1.00) by Officer Dreyer to the City of Marysville.

Council action would authorize the Mayor to sign the agreement to transfer ownership of K-9 Radar to Officer Stacey Dreyer.

The Ownership Transfer Agreement has been approved as to form by the City Attorney’s office.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the agreement transferring ownership of K-9 Radar to Officer Stacey Dreyer.

COUNCIL ACTION:

AGREEMENT BETWEEN CITY OF MARYSVILLE AND STACEY DREYER FOR OWNERSHIP OF
RETIRED K-9 OFFICER RADAR

THIS AGREEMENT made and entered into on this _____ day of _____ 2009, by and between the City of Marysville, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Stacey Dreyer, hereinafter referred to as the "Buyer."

WHEREAS, the Marysville Police Department has one (1) German Shepherd dog known as K-9 Officer Radar; and

WHEREAS, the City desires to retire K-9 Officer Radar; and

WHEREAS, Buyer desires to purchase said retired K-9 Officer Radar;

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from and One Dollar (\$1.00) and other good and valuable consideration received by the City from the Buyer, the parties herein do mutually agree as follows:

1. The City agrees to assign, convey and transfer all rights, title and interest in the dog known as K-9 Officer Radar to Buyer.
2. Acknowledgment of Training and Release of Liability. In accepting transfer from the City of the dog known as K-9 Officer Radar, a German Shepherd, Buyer recognizes that said animal has received training in police canine procedures and tactics, including, but not limited to, attack training and other forms of aggressive conduct, and by acceptance of this animal, Buyer, for and in consideration of the transfer to him of K-9 Officer Radar, agrees to hold harmless the City of Marysville, the Marysville Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his training as herein described, as well as any other acts of said canine whether or not attributable to such training.

Buyer further agrees to waive any and all claims of liability insofar as the City of Marysville, the Marysville Police Department, its officers, employees and agents are concerned that might arise as a result of his use and/or possession of said animal.

It is further understood by Buyer that, in consideration of this transfer, the City makes no representations concerning the health of the animal, which is transferred "as is" and Buyer assumes all responsibility and obligation for the condition, care and acts, of said animal.

3. Indemnification. Buyer agrees to assume any and all risks from the date first written above and the Buyer further agrees to release, indemnify and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of said canine's activities from date of said transfer; provided, however, this paragraph does not purport to indemnify the City against liability for any activities of said canine prior to said transfer date.
4. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

5. Venue. It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

IN WITNESS **WHEREOF**, the City and Buyer have executed this Agreement the day and year first above written.

CITY OF MARYSVILLE

BUYER

DENNIS KENDALL, Mayor

STACEY DREYER

ATTEST:

TRACY JEFFRIES, CITY CLERK

APPROVED AS TO FORM:

GRANT WEED, CITY ATTORNEY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

City Council Meeting Date: July 27, 2009

AGENDA ITEM: 6-year Transportation Improvement Plan Update	AGENDA SECTION: New Business	
PREPARED BY: Pat Gruenhagen, Project Manager	APPROVED BY: <i>X</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • 2010 – 2015 Program Narrative • 2010 – 2015 TIP • Vicinity Map • City of Marysville Resolution & Notice of Public Hearing 	MAYOR	CAO
BUDGET CODE: 30500030.563000	AMOUNT: N/A	

DESCRIPTION:

The proposed Six-Year Transportation Improvement Program for the years 2010 – 2015, once implemented, will advance the City’s ongoing efforts to improve the efficiency and safety of the roadway system. Key, near-term infrastructure improvements include extension of the 88th Street NE corridor by way of Ingraham Boulevard, construction of the Lakewood Access overcrossing of Interstate 5, 47th Ave NE sidewalk and roadway improvements, and a traffic signal at 53rd and SR 528, among others.

In addition to City revenues, the Transportation Program also relies on grants and support from other agencies. In the year 2010, over \$2.1 million is estimated to originate from state and federal transportation grants. Consistent with past practice, Public Works staff will continue to aggressively pursue grant funding for many projects within the Program.

The attached information is submitted for Council review and consideration. Staff is available to answer questions.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize staff to conduct a public hearing regarding the Six-Year Transportation Improvement Plan (2010-2015) and — based on staff presentation, public testimony, and Council deliberations — authorize the Mayor to approve a resolution adopting a Six-Year Transportation Improvement Plan (2010-2015) for the City of Marysville.</p>
<p>COUNCIL ACTION:</p>



2010-2015 SIX YEAR TRANSPORTATION PLAN PROGRAM NARRATIVE

ITEM NO. 1 47TH AVENUE NE SIDEWALK: 7TH ST. TO 10TH ST.

Construct curb, gutter and sidewalk at existing gaps in the vicinity of Liberty Elementary and Marysville Middle Schools. Overlay from 7th St to Grove St.

ITEM NO. 2 53RD AVENUE NE: SR 528 TO SUNNYSIDE BLVD

Construct bicycle and pedestrian facilities.

ITEM NO. 3 STATE AVENUE / SR 528 INTERSECTION

Change SE and SW radii as a condition of development of adjacent property to dedicate necessary right-of-way to make this improvement.

ITEM NO. 4 53RD AVENUE NE / SR 528 INTERSECTION

Construct a new traffic signal at the intersection.

ITEM NO. 5 48TH DRIVE NE / 100TH STREET NE INTERSECTION

Construct turn lane and a new traffic signal at the intersection.

ITEM NO. 6 116TH ST NE / STATE AVENUE

Construct turn lane(s), modify traffic signal, add a second westbound thru lane and extend the eastbound right-turn lane.

ITEM NO. 7 SR 528 / DELTA AVENUE PEDESTRIAN SIGNAL

Construct pedestrian signal at the intersection of SR 528 and Delta Avenue.

ITEM NO. 8 STATE AVENUE / 88TH ST NE INTERSECTION

Add thru lanes and turn lanes. Modify traffic signal.

ITEM NO. 9 STATE AVENUE / 84TH ST NE INTERSECTION

Construct rail crossing and install a traffic signal. Close adjacent rail crossings.

ITEM NO. 10 51ST AVENUE NE / 152ND STREET NE INTERSECTION

Install a traffic signal and possibly provide additional channelization.

ITEM NO. 11 INTELLIGENT TRANSPORTATION SYSTEM

Implement Intelligent Transportation Systems Program to improve signal coordination and management, roadway monitoring and response, ITS device management, and data collection. System to include communications equipment, traffic signal equipment, video surveillance and monitoring, video detection, and satellite traffic management center.



ITEM NO. 12 STATE AVENUE: 116TH STREET NE TO 136TH STREET NE

Install additional 2 lanes, curb, gutter and sidewalk to the existing 3-lane roadway improvement currently under construction for the ultimate 5-lane roadway section.

ITEM NO. 13 STATE AVENUE: 100TH STREET NE TO 116TH STREET NE

This project will provide a 5 lane roadway section with curb, gutter and sidewalk, and replace the Quilceda Creek culvert and embankment with a bridge.

ITEM NO. 14 SUNNYSIDE BOULEVARD: 47TH AVE. NE TO 52ND ST. NE

This existing two-lane roadway is proposed for expansion to a five-lane roadway section in a phased manner. New traffic signals at 53rd Ave NE and 52nd St NE

ITEM NO. 15 40TH STREET NE: SUNNYSIDE BLVD. TO SR 9

Improvements consisting of one or two general purpose lane each direction and shoulder. The 73rd to 87th and 87th to SR 9 segments are proposed new alignments.

ITEM NO. 16 152ND STREET NE: STATE AVE. TO 43RD VIC.

Widen existing roadway from two lanes to three, install curb, gutter and sidewalk.

ITEM NO. 17 51ST AVENUE NE: 160TH ST NE TO ARLINGTON CITY LIMITS

Widen existing roadway from two lanes to 5 lanes, install curb, gutter and sidewalk, including bicycle and pedestrian facilities.

ITEM NO. 18 88TH STREET NE: QUIL CEDA BRIDGE TO I-5

Construct westbound right turn drop lane on 88th St NE from the west end of Quil Ceda bridge to Interstate 5.

ITEM NO. 19 SR 528 / I-5 INTERCHANGE ADDITIONAL LANES

Construct additional eastbound and westbound lanes at the interchange. Add turn lanes.

ITEM NO. 20 156TH STREET NE: STATE AVE. TO 51ST AVE. VIC.

Provide new east-west 5-lane connection between State Avenue to the west and 51st Avenue to the east, complete with curb, gutter, and sidewalk.

ITEM NO. 21 FIRST STREET BYPASS

Preliminary studies to explore possible alignment options and feasibility of creating a "bypass" connection between First Street and 61st Street NE/Sunnyside Boulevard. Establish an alignment and determine ROW needs.



ITEM NO. 22 INGRAHAM BOULEVARD: 68TH AVE. NE TO 74TH DR. NE
Construct a new roadway alignment through the Grace Creek basin consisting of a minimum of 2 lanes, curb, gutter and sidewalk. Coupled with developer roadway construction to the east, this project will replace the 84th Street NE corridor as the route between 67th Avenue NE and State Route 9.

ITEM NO. 23 40TH ST NE/87TH AVE NE/35TH ST NE: TO SR 9
Construct a 3-lane principal arterial alignment along 40th and 5-lane principal arterial alignment along 87th, and 35th — connecting to new west leg of SR9/SR 92 intersection.

ITEM NO. 24 27TH AVE EXTENSION FROM 156TH ST NE TO 166TH ST NE
Construct a new roadway alignment to connect 156th St NE to 166th St NE.

ITEM NO. 25 ARTERIAL IMPROVEMENTS FOR TRANSP COMP PLAN
Credit select, applicable traffic mitigation fees for portions of arterial improvements that do not directly access private development land uses.

**ITEM NO. 26 LAKEWOOD TRIANGLE ACCESS / 156TH ST
OVERCROSSING**
Construct I-5 overcrossing at 156th St. NE and connecting roadway between Twin Lakes Boulevard and State Avenue.

ITEM NO. 27 ANNUAL PAVEMENT PRESERVATION PROGRAM
Miscellaneous locations determined by pavement condition rating prioritization.

ITEM NO. 28 67TH AVE NE: GROVE ST TO SR 528
Federally funded project from the American Recovery and Reinvestment Act (ARRA) to overlay 67th Ave NE from Grove St to SR 528. Includes pavement repair, traffic video detection and thermoplastic pavement markings.

ITEM NO. 29 88TH STREET NE: STATE AVENUE TO 67TH AVENUE NE
Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 5-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections.

ITEM NO. 30 152ND STREET NE: 43RD AVE VIC TO 67TH AVENUE NE
Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 3-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections.

ITEM NO. 31 67TH AVENUE NE / 100TH STREET NE INTERSECTION
Proposed Snohomish County project to install a traffic signal and possibly provide additional channelization.



ITEM NO. 32 67TH AVENUE NE / 108TH ST NE INTERSECTION

A proposed Snohomish County intersection improvements project.

ITEM NO. 33 51ST AVENUE NE: 84TH STREET NE TO 88TH STREET NE

A proposed Snohomish County new 3-lane minor alignment to close gap along this collector arterial. This project also includes 80th Street NE pedestrian improvements.

ITEM NO. 34 116TH STREET NE / INTERSTATE 5 INTERCHANGE

Tulalip Tribes project to upgrade the existing diamond interchange to a single point urban interchange.

ITEM NO. 35 88TH STREET NE / INTERSTATE 5 INTERCHANGE

Tulalip Tribes project to upgrade the existing diamond interchange to a single point urban interchange.

ITEM NO. 36 SR 529 EBEBY SLOUGH BRIDGE REPLACEMENT

A Washington State Department of Transportation (WSDOT) project that will replace the existing 2-lane swing span bridge with a 4-lane fixed span bridge.

ITEM NO. 37 SR 531 (172ND ST. NE) / INTERSTATE 5 INTERCHANGE

Phase 2 of WSDOT interchange improvement project that will add an eastbound to southbound loop ramp and other ramp improvements to the widened bridge.

ITEM NO. 38 SR 531 (172ND ST. NE): 43RD AVENUE NE TO SR 9

WSDOT proposes widening existing 2-lane roadway to 4-lanes with a two-way middle left turn lane at applicable locations.

ITEM NO. 39 SR 9: LUNDEEN PARKWAY TO SR 92

Widen from 2 to 4 lanes, add southbound left-turn and northbound right-turn lanes at SR 92 intersection. Coordinate the addition of a new west leg of intersection to connect to proposed 40th St. NE/87th Ave. NE/35th St. NE: 83rd Ave. NE TO SR 9 Project (see Item No. 13).

ITEMS NO. 40 SR 9 / SR 528 INTERSECTION

WSDOT improvement project to add east leg of intersection, add right-turn and left-turn lanes, and upgrade signals and lighting.

ITEMS NO. 41 SR 9 / 84TH STREET NE INTERSECTION

WSDOT improvement project to add turn lanes, upgrade signals and lighting.

ITEMS NO. 42 STATE AVENUE DEBT SERVICE

Yearly debt payments necessary to provide a portion of the local match funding to pay for the State Avenue, Grove Street to First Street project.



ITEMS NO. 43 ADDITIONAL DEBT SERVICE

\$8,000,000 bond with a 20 year term at 4% interest.

ITEMS NO. 44 LAKEWOOD TRIANGLE ACCESS DEBT SERVICE

Yearly debt payments necessary to provide a portion of the funding to pay for the Lakewood Triangle Access. \$1,000,000 bond with a 5 year term at 0.5% interest.

CITY OF MARYSVILLE										2010 - 2015 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars)										Adopted Resolution No. _____			
TIP NO.	LOCATION	PROJECT NAME AND DESCRIPTION	FUNCTIONAL CLASS	IMPROVEMENT TYPE	STATUS	UTILITY CROSSINGS	YEAR 1			YEAR 2			YEAR 3			YEARS 4 THROUGH 6			6 YEAR SUMMARY				
							2010 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2011 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2012 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2013-2015 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS
NON-MOTORIZED PROJECTS							1,000	220	760		0	0	0		0	0	0	400	0	400	220	1,220	1,500
1	CITY	47TH AVE NE SIDEWALKS 7TH ST TO 10TH ST INSTALL SIDEWALK AT EXISTING GAPS AND OVERLAY ROADWAY	17	32	F	CGPSTW	1,000	220	ART-ST 180 TIB 600 SRTS										220	780	1,000		
2	CITY	5300 AVE NE SR 528 TO SUNNYSIDE BLVD CONSTRUCT BICYCLE AND PEDESTRIAN FACILITIES	17	32															505	505	505		
TRAFFIC SAFETY / INTERSECTION IMPROVEMENTS							145	70	75		1,170	345	625		1,170	170	1,000	1,225	0	1,225	1,395	5,320	6,723
3	CITY	STATE AVENUE / SR 528 INTERSECTION CHANGE SE AND SW RADI AS A CONDITION OF DEVELOPMENTS	14	12	P	CPT													250	250	250		
4	CITY	5300 AVENUE NE / SR 528 INTERSECTION CONSTRUCT A NEW TRAFFIC SIGNAL AT THE INTERSECTION	14	12	F	CPT				435	435	GMA-ST								435	0	435	
5	CITY	48TH DR NE / 100TH ST INTERSECTION CONSTRUCT A NEW TRAFFIC SIGNAL AT THE INTERSECTION	16	12	P	CGPSTW													465	465	465		
6	CITY	116TH ST NE / STATE AVE INTERSECTION CONSTRUCT TURN LANE(S), MODIFY TRAFFIC SIGNAL ADD A SECOND WESTBOUND THRU LANE AND EXTEND THE EASTBOUND RIGHT-TURN LANE	14	12	F	CGPSTW				300	300	GMA-ST UNFUNDED	500		500	GMA-ST UNFUNDED	200	700		0	1,500	1,500	
7	CITY	SR 528 / DELTA AVE PEDESTRIAN SIGNAL CONSTRUCT A PEDESTRIAN SIGNAL AT THE INTERSECTION	14	12	P	CPT				40	40	GMA-ST	100	100		GMA-ST				140	0	140	
8	CITY	STATE AVE / 80TH ST NE INTERSECTION ADD THRU AND TURN LANES. MODIFY TRAFFIC SIGNAL	14	12	P	CGPSTW	75		GMA-ST UNFUNDED	325		GMA-ST UNFUNDED	500		500	GMA-ST UNFUNDED		500		0	900	900	
9	CITY	STATE AVE / 84TH ST NE INTERSECTION CONSTRUCT RAIL CROSSING AND INSTALL A TRAFFIC SIGNAL	14	12	P	CGPSTW													2,213	2,213	2,213		
10	CITY	51ST AVE NE / 152ND ST NE INTERSECTION INSTALL A TRAFFIC SIGNAL AND POSSIBLY PROVIDE ADDITIONAL CHANNELIZATION	17	12	P	CPT													400	400	400		
11	CITY	INTELLIGENT TRANSPORTATION SYSTEM IMPLEMENT ITS PROGRAM TO IMPROVE SIGNAL COORDINATION AND MANAGEMENT	12	P	CPT		70		ART-ST	70	70	ART-ST							210	210	420	0	420
MAJOR WIDENING / LANE ADDITION PROJECTS							750	0	750		3,250	0	3,250		3,250	0	3,250	0	0	0	0	97,400	97,400
12	CITY	STATE AVE: 116TH ST. NE to 126TH ST. NE CONSTRUCT EASTERN 2 LANES FOR A FULL 5 LANE ROADWAY SECTION	14	4	F	CGPSTW				1,400		GMA-ST UNFUNDED	1,400			GMA-ST UNFUNDED	1,400	1,400		0	4,200	4,200	
13	CITY	STATE AVENUE: 100TH ST. NE TO 116TH ST. NE WIDEN TO 5 LANE SECTION WITH CURB, GUTTER AND SIDEWALK. AND REPLACE QUILCEDA OVERCROSSING	14	4	S	CGPSTW				2,000		GMA-ST UNFUNDED		2,000		GMA-ST UNFUNDED	17,000	17,000		0	19,000	19,000	
14	CITY	SUNNYSIDE BLVD. 47TH AVE. NE TO 52ND ST. NE TWO GENERAL PURPOSE LANES IN EACH DIRECTION WITH A TWO-WAY LEFT TURN LANE. AND CURB, GUTTER AND SIDEWALK	16	4	S	CGPSTW				250		GMA-ST UNFUNDED		250		GMA-ST UNFUNDED	13,000	13,000		0	13,250	13,250	
15	CITY	80TH STREET NE: SUNNYSIDE BLVD. TO SR9 IMPROVEMENTS CONSISTING OF ONE OR TWO GENERAL PURPOSE LANE EACH DIRECTION AND SHOULDER TO PROVIDE ARTERIAL CONNECTIVITY	16	1	S	CGPSTW	750		GMA-ST UNFUNDED	1,750		GMA-ST UNFUNDED	4,000		4,000	GMA-ST UNFUNDED	6,000	6,000		0	12,500	12,500	
16	CITY	152ND STREET NE: STATE AVE. TO 43RD VIC. WIDEN FROM 2 TO 3 LANES	16	1	S	CGPSTW				750		GMA-ST UNFUNDED		750		GMA-ST UNFUNDED	3,500	3,500		0	4,250	4,250	
17	CITY	51ST AVENUE NE: 160TH ST NE TO ARLINGTON CITY LIMITS WIDEN EXISTING ROADWAY FROM TWO LANES TO 3 LANES WITH CURB, GUTTER, SIDEWALK, BICYCLE AND PEDESTRIAN FACILITIES	16	4	P	CGPSTW				500		GMA-ST UNFUNDED		500		GMA-ST UNFUNDED	3,500	3,500		0	4,000	4,000	
18	CITY	88TH STREET NE: QUILCEDA BRIDGE TO I-5 CONSTRUCT WESTBOUND RIGHT TURN DROP LANE ON 88TH ST NE FROM WEST END OF QUILCEDA BRIDGE TO INTERSTATE 5	14	4	P	CGPSTW				100		GMA-ST UNFUNDED		100		GMA-ST UNFUNDED	1,500	1,500		0	1,900	1,900	
19	CITY	SR528 / I-5 INTERCHANGE ADDITIONAL LANES	14	4	P	CGPSTW													8,000	8,000	8,000		

CITY CLERK

**NOTICE OF PUBLIC HEARING
BEFORE THE MARYSVILLE CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT THE MARYSVILLE CITY COUNCIL WILL HOLD A PUBLIC HEARING AT 7:00 P.M., ON MONDAY, JULY 27, 2009 IN THE COUNCIL CHAMBERS OF MARYSVILLE CITY HALL LOCATED AT 1049 STATE AVENUE, MARYSVILLE, WASHINGTON. THE PURPOSE OF THIS PUBLIC HEARING IS TO CONSIDER THE FOLLOWING:

**A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX YEAR
TRANSPORTATION IMPROVEMENT PROGRAM (2010-2015) IN
ACCORDANCE WITH RCW 35-77-010.**

ANY PERSON MAY APPEAR AT THE HEARING AND BE HEARD IN SUPPORT OF OR OPPOSITION TO THIS PROPOSAL. ADDITIONAL INFORMATION MAY BE OBTAINED AT THE MARYSVILLE CITY CLERK'S OFFICE, 1049 STATE AVENUE, MARYSVILLE, WASHINGTON 98270, (360) 363-8000.

THE CITY OF MARYSVILLE

TRACY JEFFRIES
CITY CLERK

DATED: June 30, 2009

PUBLISHED MARYSVILLE GLOBE: JULY 15, 2009 AND JULY 22, 2009

SPECIAL ACCOMMODATIONS: THE CITY OF MARYSVILLE STRIVES TO PROVIDE ACCESSIBLE MEETINGS FOR PEOPLE WITH DISABILITIES. PLEASE CONTACT TRACY JEFFRIES, ASSISTANT ADMINISTRATIVE SERVICES DIRECTOR, AT (360) 363-8000 OR 1-800-833-6384 (VOICE RELAY), 1-800-833-6388 (TDD RELAY) TWO DAYS PRIOR TO THE MEETING DATE IF ANY SPECIAL ACCOMMODATIONS ARE NEEDED FOR THIS MEETING.

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM (2010-2015)

WHEREAS, the City Council of the City of Marysville, Washington, pursuant to RCW
35.77.010, held a public hearing on July 13, 2009 for the purpose of revising and extending its
Comprehensive Six-Year Transportation Program; and

WHEREAS, the City Council has reviewed the current status of City streets and has
considered the testimony and exhibits presented at the public hearing, and finds that the programs
presented by the Public Works Department are in the long-range best interests of the City; NOW,
THEREFORE,

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

1. The Comprehensive Six-Year Transportation Improvement Program (2010-2015)
presented to the City Council, copies of which are on file and open to public inspection at the office
of the City Clerk, is hereby approved and adopted in its entirety.

2. The City Clerk is hereby directed to file copies of said Programs with the Secretary
of Transportation.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
_____, 2009.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

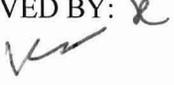
Approved as to form:

By _____
GRANT K. WEED, City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Surplus Items – Old Water Meters – Replaced by Automated Radio Read Meters (AMR)	AGENDA SECTION:	
PREPARED BY: Terry Hawley, Operations Manager	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> Resolution declaring 18,000 used water meters for surplus 		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

As the City replaces existing water meters with the Automated Radio Read (AMR) system, number of old water meters is growing.

The City has replaced in excess of 7,000 water meters with the AMR system with approximately 11,000 to be replaced by the end of 2010. Presently the surplus meters are being stored at Public Works in container bins.

The old water meters are of no use to the City due to the incompatibility of the meters to the new automated meter system.

There has been interest by outside buyers of surplus equipment and interest from small water utilities to purchase the surplus meters.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Resolution declaring these items to be surplus and authorizing the sale or salvage of the excess meters.
COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING CERTAIN ITEM(S) OF PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OF DISPOSAL THEREOF.

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

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

Make	Model	Description	Serial #	Quantity
75% Neptune ¾" X ⅝" used water meters	Residential	¾" X ⅝" used water meters		13,500 to complete AMR change out
25% - mix of Badger, Sensus and Master Meter	Residential	¾" X ⅝" used water meters		4,500 to complete AMR change out

The City is hereby authorized to sell or dispose of the above referenced items in a manner, which in the discretion of the Public Works Director nets the greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____ 2009

CITY OF MARYSVILLE

By _____
Dennis 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: July 27, 2009

AGENDA ITEM: 2009 Water Comprehensive Plan (WCP) PA 09006	AGENDA SECTION:	
PREPARED BY: Chris Holland, Senior Planner <i>CH</i>	AGENDA NUMBER:	
ATTACHMENTS: 1. WCP Executive Summary (ES-1 – ES-12) 2. WCP Capital Improvement Program (9-1 – 9-15) 3. PC Minutes from June 23, 2009 Public Hearing (DRAFT) 4. PC Minutes from April 14, 2009 Workshop (FINAL) 5. Adopting Ordinance	APPROVED BY: <i>[Signature]</i>	
	MAYOR <i>CH</i>	CAO
BUDGET CODE:	AMOUNT:	

Attached to the Agenda Bill is a copy of the 2009 Water Comprehensive Plan (WCP) Executive Summary and Capital Improvement Program. An electronic copy of the 2009 Water Comprehensive Plan (WCP) can be found, in its entirety, at the following link:

<http://marysvillewa.gov/communitydev/planning/planning.html>

The WCP discusses planning consideration, existing conditions, operation and maintenance standards and recommended improvements to the City's water system to meet future water demands in the City's Retail Service Area and to the City's wholesale customers for a 20-year horizon commencing in 2009.

The Planning Commission (PC) held a public workshop on April 14, 2009 and a Public Hearing on June 23, 2009 to accept public comment and review the WCP following public notice. As reflected in the minutes from the public hearing, dated June 23, 2009, the PC recommends Marysville City Council adopt the WCP by ordinance, as presented.

RECOMMENDED ACTION: Authorize the Mayor to sign the attached ordinance, affirming the PC's recommendation and adopt the 2009 Water Comprehensive Plan.
COUNCIL ACTION:

Executive Summary

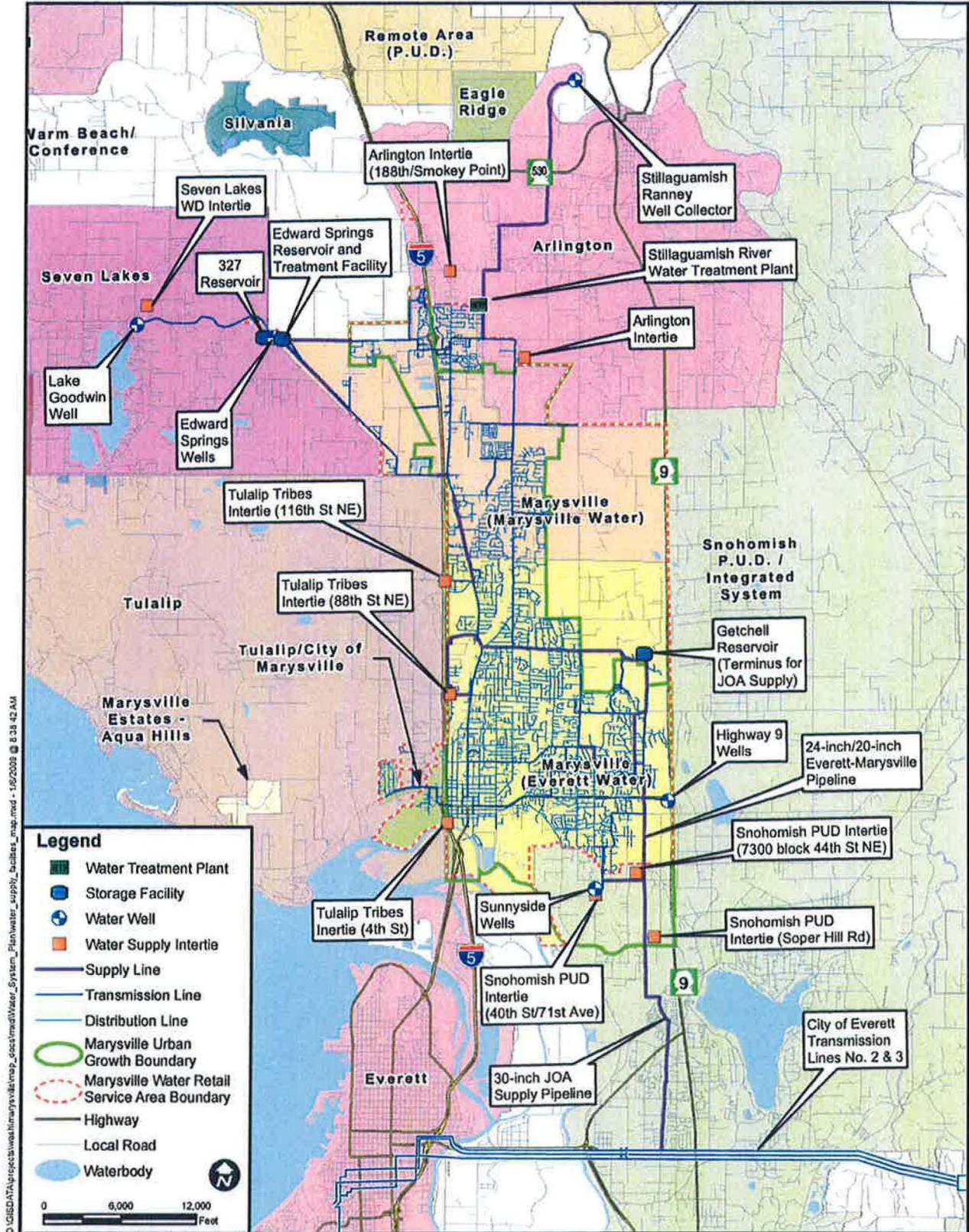
This Water Comprehensive Plan (WCP) for the City of Marysville (Marysville) has been developed pursuant to WAC 246-290-100, which requires that public water systems submit a water system plan to the Washington State Department of Health every six years. The 20-year planning horizon for this plan is 2009 to 2028. Appendix ES-1 contains related procedural documents including: standard plan checklist, municipal water law checklist, municipal water law consistency statements, SEPA documentation, and comments received on the plan.

Chapter 1 - System Description

The Marysville water system was established in the 1930's with Edward Springs and has developed over time into a multifaceted system. The area served by Marysville is shown in Figure ES-1. The main components of Marysville's system are listed in Table ES-1, most of which are also shown on Figure ES-2.

Table ES-1 Main System Components

Main Supply Sources (4):	North System: Stillaguamish River, Edward Springs, and Lake Goodwin well.
	South System: City of Everett intertie.
Emergency Supply Sources (2):	Highway 9 well and Sunnyside well.
Treatment Facilities (2):	Stillaguamish River Water Treatment Plant (WTP) and Edward Springs Treatment Facility.
Storage Facilities (8):	North System: Edward Springs reservoir, Stillaguamish WTP clearwell, Wade Road reservoir, and 327 Zone reservoir.
	South System: Getchell reservoir, Cedarcrest reservoir, Highway 9 reservoir, and Sunnyside reservoir.
Pump Stations (3):	Edward Springs, Cedarcrest, and High Service.
Pressure Zones (9):	North System: 327, 240 North, and 460.
	South System: 170, 203, 240 South, 260, 360, and 510.
Adjacent Utilities (5):	City of Everett, Tulalip Tribes, Snohomish County PUD, City of Arlington, and Seven Lakes Water District.



Water Supply Facilities
FIGURE ES-2



Chapter 2 - Related Plans, Policies and Agreements

Marysville's program to provide a comprehensive and reliable system for delivering water supply to its customers is part of a larger network of plans, policies and agreements that address land uses and water supply within Snohomish County. This chapter provides a brief description of selected plans, policies and agreements that relate to the Marysville water system. The documents discussed in the chapter, and their relevance to this WCP, are shown in Table ES-2.

Table ES-2 Related Plans, Policies, and Agreements

Document	Relevance
City of Marysville Comprehensive Plan	Land use and growth management strategies within Marysville's water retail service area are defined by these plans.
Snohomish County Comprehensive Plan	
North Snohomish County Coordinated Water System Plan	Established a procedure for water utilities to coordinate planning and resolve problems related to inadequate water quality, unreliable service, or lack of coordination in planning.
City of Everett Comprehensive Water Plan	Marysville purchases water from Everett for the southern portion of its system.
City of Marysville Municipal Code (selected sections)	Establishes various utility policies including conditions of service, water service fees, annexation and water service extension.
Joint Operating Agreement (JOA)	Agreement between Marysville, Snohomish County PUD and the Tulalip Tribes to cooperatively plan, design, construct, operate and maintain facilities allowing for delivery of water from Everett.
Additional Agreements Related to JOA	Four additional agreements related to the JOA.
Other Agreements	Five miscellaneous agreements related to easements, emergency interties, mutual aid, annexation, and wholesale water.

Chapter 3 - Planning Data and Demand

The demographic data used for this WCP includes historical and projected demographic data for Marysville's retail service area. The water use characteristics include summaries of production, peaking factors, sales, connections, and water use factors. The demand forecast combining the demographics and the water use characteristics to develop Marysville's demand forecast for the next 20 years is shown in Table ES-3. This same information is shown graphically on Figures ES-3 and ES-4.

Table ES-3 Demand Forecast

Year	Demand Without Additional Conservation					Demand With Additional Conservation				
	Average Day Demand (mgd)				Maximum Day Demand (mgd)	Average Day Demand (mgd)				Maximum Day Demand (mgd)
	Retail	Tulalips	PUD	Total		Retail	Tulalips	PUD	Total	
2007 (Current Yr ¹)	5.1	0.6	0.5	6.2	9.7	5.1	0.6	0.5	6.2	9.7
2009 (Plan Yr 1)	5.9	1.5	0.7	8.1	12.2	5.9	1.5	0.7	8.0	12.1
2010 (Plan Yr 2)	6.0	2.3	0.8	9.2	13.4	6.0	2.3	0.8	9.1	13.3
2011 (Plan Yr 3)	6.2	3.6	1.0	10.8	15.1	6.1	3.6	1.0	10.7	15.0
2012 (Plan Yr 4)	6.3	4.1	1.2	11.6	16.0	6.2	4.1	1.2	11.5	15.8
2013 (Plan Yr 5)	6.5	4.1	1.4	11.9	16.5	6.3	4.1	1.4	11.8	16.3
2014 (Plan Yr 6)	6.6	4.1	1.6	12.3	17.0	6.5	4.1	1.6	12.2	16.7
2028 (Plan Yr 20)	9.1	4.1	3.4	16.6	22.9	8.9	4.1	3.4	16.4	22.6

1. At the time the demand forecast was developed, the most recent year for which a complete year of data was available from the City was 2006. Therefore, the water use characteristics were analyzed through 2006. 2007 data was provided with the City's hydraulic model at a later date. Since the modeling work uses 2007 as the current year, it was decided that all chapters will use 2007 as the current year for consistency. Note that for the demand forecast, 2007 is a projected number.

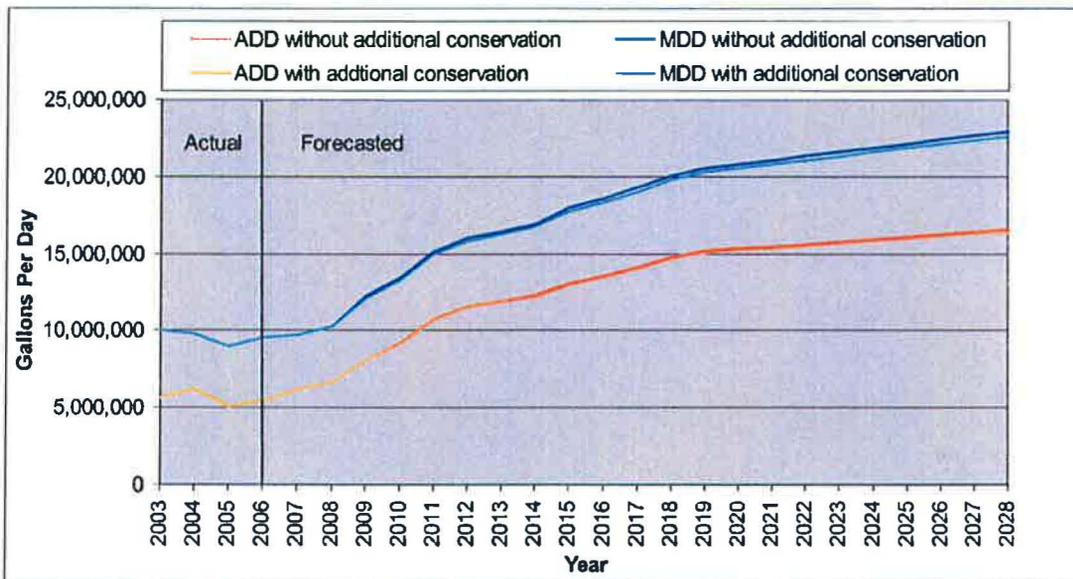


Figure ES-3 Demand Forecast - Summary

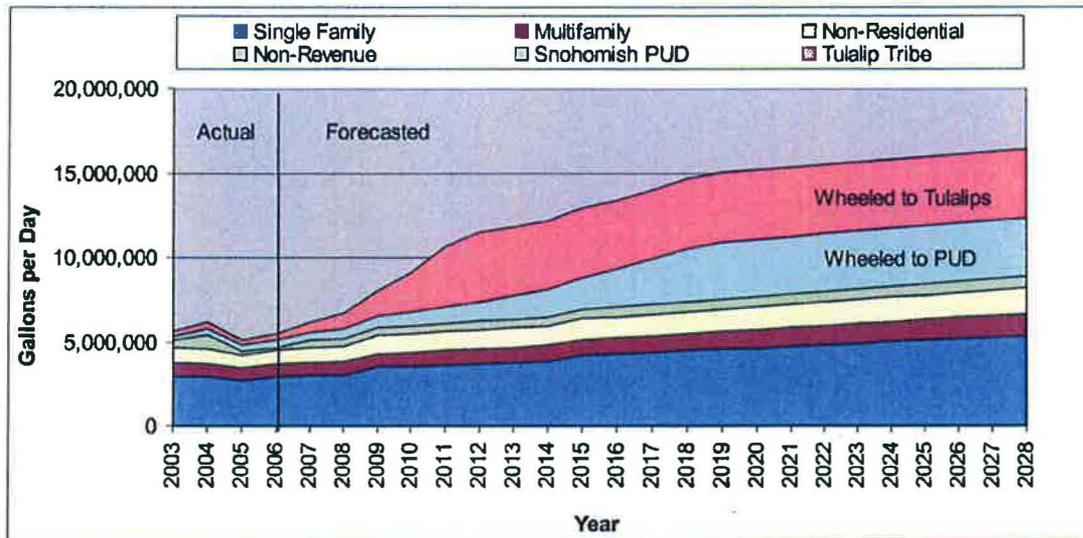


Figure ES-4 Demand Forecast – Average Day Demand With Conservation

Chapter 4 - Conservation Program

Marysville's conservation program from 2009 to 2014 is comprised of a combination of regional and local measures. The regional measures are part of a regional conservation program Everett implements throughout its retail and wholesale service area. This regional program, called the Everett Water Utility Committee program, also requires implementation assistance by Marysville staff. The local measures are specific to Marysville and are implemented by Marysville staff in Marysville's service area.

Marysville's conservation program for 2009-2014 will consist of the 13 measures shown in Table ES-4. These measures have been selected due to a combination of factors including applicability to Marysville's service area, customer acceptance, cost effectiveness, and/or savings potential. It should be noted that Marysville will continue to use source meters, service meters, and system leak detection and repair, although those activities are not counted as official conservation "measures" under the new Water Use Efficiency Rule. This program will help Marysville achieve its official water conservation goal of saving 129,000 gallons per day on an annual basis (as opposed to peak season) at full implementation of the six year program by the end of 2014.

Table ES-4 2009-2014 Conservation Program

Measure	Sectors ¹			Local or Regional	Relationship to Current Program
	SF	MF	ICI		
1. Conservation Pricing ²	X	X		Local	Continuation
2. Bills Showing Consumption History	X	X	X	Local	Continuation
3. Toilet Rebates – 1.6 gpf	X			Local	Continuation
4. Customer AMR-Based Leak Detection	X	X	X	Local	New
5. School-Based Education		n/a		Regional	Continuation
6. Public Outreach		n/a		Regional	Continuation
7. Indoor Retrofit Kits	X	X		Regional	Modification
8. Outdoor Irrigation Kits	X	X		Regional	Modification
9. Toilet Leak Detection	X	X	X	Regional	Modification
10. Toilet Rebates - HETs	X	X	X	Regional	New
11. Clotheswasher Rebates	X	X	X	Regional	New
12. School Irrigation System Audits			X	Regional	Modification
13. Commercial Indoor Audits			X	Regional	New

1. SF = single family, MF = multifamily, ICI = industrial, commercial, institutional.

2. The City's rate structure has elements that promote conservation, as well as elements that do not.

Chapter 5 - System Analysis

Marysville's water system was analyzed as to whether the source, storage, and distribution system are sufficient to support existing and projected demands. Improvement projects were identified to remedy system deficiencies, where appropriate, and have been included and scheduled in the CIP to ensure that the projected system demand will be met over the planning period.

The source and storage analyses are performed using desktop calculations. The source must be adequate to meet the projected maximum day demand (MDD) for each area being evaluated. For the storage analysis, the following components were evaluated: operational storage; equalizing storage; standby emergency storage; fire suppression storage; and dead storage. The results of the source and storage analyzes are presented in Table ES-5.

Table ES-5 Source and Storage Analysis

Source Analysis	
Area Analyzed	Capacity Adequate Through 2028
North System – All	Yes.
North System - 460 and 327 Zones.	Yes.
North System - North 510 and North 360 Zones.	These are future zones that will require a new pump station to provide supply. The future pump station will be required to supply approximately 311,000 gpd (or 216 gpm) in 2028.
South System - All	Yes.
South System – South 510 Zone.	The current capacity of the existing pump station is sufficient to provide the needed supply beyond 2028. If the Soper Hill area currently owned by Snohomish PUD is annexed, Marysville plans to replace the existing pump station with a new pump station. The proposed new pump station is adequate to provide supply for this zone in 2014 and 2028.
Storage Analysis	
Area Analyzed	Capacity Adequate Through 2028
North System – North 240 Zone	Yes.
North System – 327 Zone	Yes.
North System - North 510 and North 360 Zones	These future zones will require a new reservoir to provide storage. The future reservoir will be required to provide at least 400,000 gallons of effective storage in 2028. This does not take into account additional dead storage volume that may be incorporated in the reservoir design.
South System – Except 170 Zone and South 510 Zone	Yes.
South System - Except South 510 Zone	Yes.
South System - South 510 Zone	The current capacity is adequate to provide required storage volumes through 2014. However, the existing reservoir is anticipated to be deficient in its ability to support standby and fire flow storage by approximately 30,000 gallons. A capital improvement project involving a second Highway 9 Reservoir with a capacity of 1.8 MG is included in the CIP.

Distribution system analysis was performed using Marysville’s hydraulic model, which was upgraded and calibrated for this WCP. The system was analyzed for the following two conditions: peak hour demands, and maximum day demands plus fire flow. The key conclusions of the hydraulic analysis are:

- Peak hour demand conditions: Results for this analysis showed similar areas of low and high pressures in the system for the existing, 2014 and 2028 model runs. The low pressures are due to high ground elevations as compared to the hydraulic grade of the surrounding pressure zone. These low pressure areas are localized and near system facilities, where there is typically limited service to customers. In addition, the pressures observed are generally between 20 and 30 psi and therefore no improvements are recommended. For the high pressure areas, it is recommended that Marysville install

pressure reducing valves (PRVs) on service lines if new developments are built in the high pressure area.

- Maximum day demands plus fire flow conditions: Available fire flow was found to be inadequate in certain locations of the 170 Zone and North 240 Zone for the existing system and six year planning horizons. Projects were identified to address these deficiencies. No new fire flow deficiencies were identified for the twenty year planning horizon.

Chapter 6 - Water Rights, System Reliability, and Source Water Protection

Marysville has a multifaceted approach to ensure the provision of water in sufficient quantity and quality at all times. This is achieved by careful management of water rights, planning for adverse events such as drought or emergency, and by managing and protecting Marysville's water sources.

Marysville has sufficient existing water rights to meet the demands projected through the 20-year planning period of this WCP. Marysville holds eleven water right certificates and one water right permit for use as municipal water supply. The total quantity of water available to Marysville including Marysville's primary water rights and water purchased from Everett is 20.71 millions of gallons per day (mgd) on an annual basis and 25.75 mgd on an instantaneous basis. The 20-year (2028) forecasted demand indicates an average day demand of 16.58 mgd and a maximum day demand of 22.92 mgd.

Marysville has a comprehensive *Contingency Plan for Water Supply Disruptions During Emergencies* (2002). Marysville has a *Drought Response Plan* (2001) which was developed to conserve available water supply, protect the integrity of Marysville's water system, and minimize the adverse impacts of water supply shortage conditions. Marysville developed a *Water System Emergency Response Plan* (2004) which documents responses to water system emergency scenarios, including specific emergencies such as microbial contamination, chemical contamination, and hazardous materials spills.

As an owner/operator of drinking water sources of supply, Marysville is responsible for meeting requirements for source water protection. Marysville protects the Stillaguamish source of supply through its Watershed Control Plan and protects the Edward Springs, Edward wells and other groundwater sources through a Wellhead Protection Plan.

Chapter 7 - Water Quality Review and Regulatory Compliance

Marysville's water system is accountable to multiple state and federal drinking water quality regulations related to treatment, finished water, distribution system, and consumer confidence and public notification. A review of Marysville's monitoring and compliance procedures and water quality monitoring results indicates that Marysville is in full compliance with all state and

federal regulations. Table ES-6 summarizes Marysville’s regulatory status and provides associated recommendations for continued compliance.

Table ES-6 Water Quality Regulatory Compliance

Regulation	Requirements	Compliance	Recommendation
Phase I, II and V Regulations (IOC, VOC and SOCs)	<ul style="list-style-type: none"> Monitoring 	Yes	<ul style="list-style-type: none"> Continue monitoring as required
Arsenic Rule	<ul style="list-style-type: none"> Monitoring 	Yes	<ul style="list-style-type: none"> Continue monitoring as required
Radionuclides	<ul style="list-style-type: none"> Monitoring 	Yes	<ul style="list-style-type: none"> Continue monitoring as required
Surface Water Treatment Rule & Interim ESWTR	<ul style="list-style-type: none"> Watershed Control Plan (Edward Springs) Monitoring 	Yes	<ul style="list-style-type: none"> Continue programs as currently implemented for both filtered and unfiltered sources
LT2 ESWTR	<ul style="list-style-type: none"> Monitor watershed for Cryptosporidium & Giardia Measure turbidity with particle counters 	Yes	<ul style="list-style-type: none"> Implement LT2 ESWTR Monitoring Plan submitted to EPA in January 2006
Groundwater Rule	<ul style="list-style-type: none"> Source monitoring Sanitary surveys 	NA	<ul style="list-style-type: none"> Keep up to date with DOH plans for Rule implementation in Washington.
Wellhead Protection Program	<ul style="list-style-type: none"> Define WHPA Inventory Management strategies 	Yes	<ul style="list-style-type: none"> Implement WHP Plan recommendations
Lead and Copper	<ul style="list-style-type: none"> Monitoring Public notification Treatment optimization 	Yes	<ul style="list-style-type: none"> Prepare formal monitoring plan Treatment optimization as needed Review existing monitoring activities for compliance with LCR updates
Total Coliform Rule	<ul style="list-style-type: none"> Written Plan Monitoring 	Yes	<ul style="list-style-type: none"> Expand Coliform Monitoring Plan
Stage 1 D/DBP Rule	<ul style="list-style-type: none"> Written Plan MCL Compliance 	Yes	<ul style="list-style-type: none"> Update monitoring locations as needed to reflect changing conditions in the North Service Area (modified Plan must be submitted and approved by DOH)
Stage 2 D/DBP Rule	<ul style="list-style-type: none"> MCL compliance & increased parameter list 	Yes	<ul style="list-style-type: none"> Complete IDSE Monitoring Complete IDSE Report Begin routine DBP monitoring
CCR and Public Notification Rules	<ul style="list-style-type: none"> Annual Reports Reporting as needed 	Yes	<ul style="list-style-type: none"> Continue as required

Chapter 8 - Operations and Maintenance

Marysville has a well developed operations and maintenance program that includes organizational structure and responsibilities, operator certification, systems operations, design and construction standards, water quality operations, supplies and equipment, maintenance, and information and records management.

Recommended improvements to this operations and maintenance program include:

- Continue implementation of the new maintenance management software.
- Continue installation of Automatic Meter Reading equipment.
- Install sampling stations throughout the new 327 Zone.
- Enhance flushing and valve exercising programs to meet goal of completing entire system every two years.
- Tie dead end mains, where possible, to close loops and increase fire flow.
- Pave around Edwards Springs to increase ease of maintenance.
- Evaluate de-chlorination alternatives for use during distribution system flushing.
- Complete job standards for every task/activity performed by the Utility Maintenance Division.
- Upgrade the distribution system instrumentation and control system to effectively operate the transmission system.
- Lake Goodwin Well Improvements to include new sodium hypochlorite disinfection system.
- Install new sodium hypochlorite disinfection system at Sunnyside reservoir for emergency events.
- Video, inspect and rehabilitate Sunnyside Well 2 if necessary.

Chapter 9 - Capital Improvement Program

A capital improvement plan (CIP) was developed from a combination of the following elements: projects previously identified and included in the Marysville 2007/2008 Capital Improvement Program; projects identified through conversations with Marysville staff; and projects identified during the system analysis of Marysville source, storage, distribution, transmission and water quality, as documented in earlier chapters of this WCP. In addition, recurring or annual capital projects related to system maintenance (e.g., spring collector improvements and water main replacement programs) have also been included in the list of improvements. A summary of the total costs for the recommended CIP is shown in Table ES-7.

Table ES-7 Summary of Capital Improvement Program

Project Type	2009 - 2014 (Years 1-6)	2015 - 2028 (Years 7-20)
Supply and Treatment	\$1,410,000	\$0
Storage	\$6,820,000	\$5,180,000
Booster Pump Stations	\$1,510,000	\$1,360,000
Transmission and Distribution System	\$22,900,000	\$26,916,000
Maintenance and Operations	\$4,938,000	\$7,014,000
Totals	\$37,578,000	\$40,470,000

Chapter 10 – Financial Plan

The purpose of the financial plan is to provide reasonable assurance that Marysville has and will have the financial ability to maintain and operate the utility on an ongoing basis, plus have the

capacity to obtain sufficient funds to construct the water system improvements as identified in Chapter 9.

A summary of the financial plan and resulting financial status of the water system is provided in Table ES-8. The results show that existing rates are not sufficient to cover anticipated expenses. When interpreting the results of Table ES-8 it is important to understand that the final row "Cumulative Balance/(Deficiency) as a % of Rates" is cumulative. That is, any rate adjustments made in previous years would reduce the required adjustment in the following years. It is also important to keep in mind that the model assumes expenses are completely expended within each year. Typically, utilities receive additional revenue and often actual expenditures do not total 100 percent of budget appropriations. Marysville has a number of options for deferring the rate adjustment until the latter part of the planning period. Those options would include adjusting capital improvement timing, use more reserves for capital improvements, reducing some other operating expenses, and closely monitoring additional revenue or increased growth beyond the assumed growth rate.

Table ES-8 Projected Six-Year Financial Plan (000s)

	Budget		Projected				
	2007	2009	2010	2011	2012	2013	2014
Sources of Funds							
Water Sales	\$6,700	\$6,500	\$6,565	\$6,696	\$6,830	\$7,103	\$7,388
Other Sources	769	679	927	1,036	1,036	1,016	949
Total	\$7,469	\$7,179	\$7,492	\$7,732	\$7,866	\$8,119	\$8,337
Applications of Funds							
O&M and Taxes	\$6,501	\$6,646	\$6,732	\$7,044	\$7,775	\$8,231	\$8,729
CIP Funded From Rates	0	1,035	1,402	1,832	2,240	2,600	3,000
Debt Service (P+I)	2,194	2,193	2,189	2,191	2,257	2,170	2,167
Total	\$8,695	\$9,874	\$10,323	\$11,067	\$12,272	\$13,001	\$13,896
Initial Balance/(Deficiency) of Funds	(\$1,226)	(\$2,695)	(\$2,831)	(\$3,335)	(\$4,406)	(\$4,882)	(\$5,559)
Additional Taxes	(62)	(136)	(142)	(168)	(222)	(246)	(280)
Total Balance/(Deficiency) of Funds	(\$1,288)	(\$2,831)	(\$2,973)	(\$3,503)	(\$4,627)	(\$5,128)	(\$5,839)
Cumulative Balance/(Deficiency) as a % of Rates	19.2%	43.5%	45.3%	52.3%	67.7%	72.2%	79.0%

9. Capital Improvement Program

This chapter describes the methodology used in developing the City of Marysville's (Marysville) water system Capital Improvement Program (CIP), and presents the costs and schedules for projects planned for implementation in 2009-2028.

9.1. Development of CIP

The CIP described herein was developed from a combination of the following elements: projects previously identified and included in the Marysville 2007/2008 Capital Improvement Program; projects identified through conversations with Marysville staff; and projects identified during the system analysis of Marysville source, storage, distribution, transmission and water quality, as documented in earlier chapters of this WCP. In addition, recurring or annual capital projects related to system maintenance (e.g., spring collector improvements and water main replacement programs) have also been included in the list of improvements.

A 20-year implementation schedule of the projects was then developed. Generally, projects of higher priority (i.e., those that address current system needs) were scheduled for implementation within the six-year planning horizon (2009-2014). Projects that serve anticipated future needs associated with system growth, or are less critical to system operation, were scheduled for implementation between 2015 and 2028. Detailed scheduling of the higher priority projects was based primarily upon Marysville's existing forecast of project implementation timelines. Where applicable, the timing of water system projects has been coordinated with sewer and street improvements planned for the same locations.

Planning-level (AACE¹ Class 4) cost estimates have been developed for each capital project included in the 2009-2028 CIP. Generally, each project cost includes the following components:

- **Base construction cost.** Includes all labor and material costs needed to construct a project. For pipeline and valving projects, construction costs were estimated based upon unit construction costs derived from bid tabulations for recent Marysville projects and similar water distribution projects for other utilities in Snohomish and King Counties.
- **Sales tax.** Calculated as 8.5 percent (the 2008 local tax rate) of the base construction cost.
- **Construction contingency.** Takes into account the uncertainties associated with estimating project costs at this planning level. Calculated as 20 percent of the total of base construction plus sales tax.
- **Design engineering/permitting/construction administration.** Includes Marysville and consultant design costs, and other related cost items, such as permitting and construction administration. For most projects, this is calculated as 25 percent of the base construction cost.

¹ Association for the Advancement of Cost Engineering.

These elements are summed to determine the total project-level cost estimate for a project, as expressed in 2008 dollars.

To account for inflation and the increase of construction costs over time, the base project-level costs have been escalated to their anticipated year of construction. It is impossible to predict accurately the rate at which construction costs will increase over the 2009-2028 period; however, a conventional method to estimate such increases is to examine cost index trends of past years.

The most comprehensive set of historical construction cost data in the United States is reflected in the RS Means Historical Cost Indexes. The Everett, Washington indexes indicate that construction costs have increased at an average rate of 5.6 percent per year over the past four years (2005-2008). This historic value is used to escalate construction project costs from base year (2008) dollars to costs in the anticipated year of construction, except for those projects where Marysville already established costs in approved budget documents.

Where applicable, design costs are scheduled one year in advance of construction costs, to reflect the phasing typically used for larger projects.

9.2. Planned Projects

Table 9-1 presents Marysville's schedule of CIP projects planned for implementation between 2009 and 2028. Figures 9-1 and 9-2 provide the locations for the major planned improvements. Descriptions of each project follow.

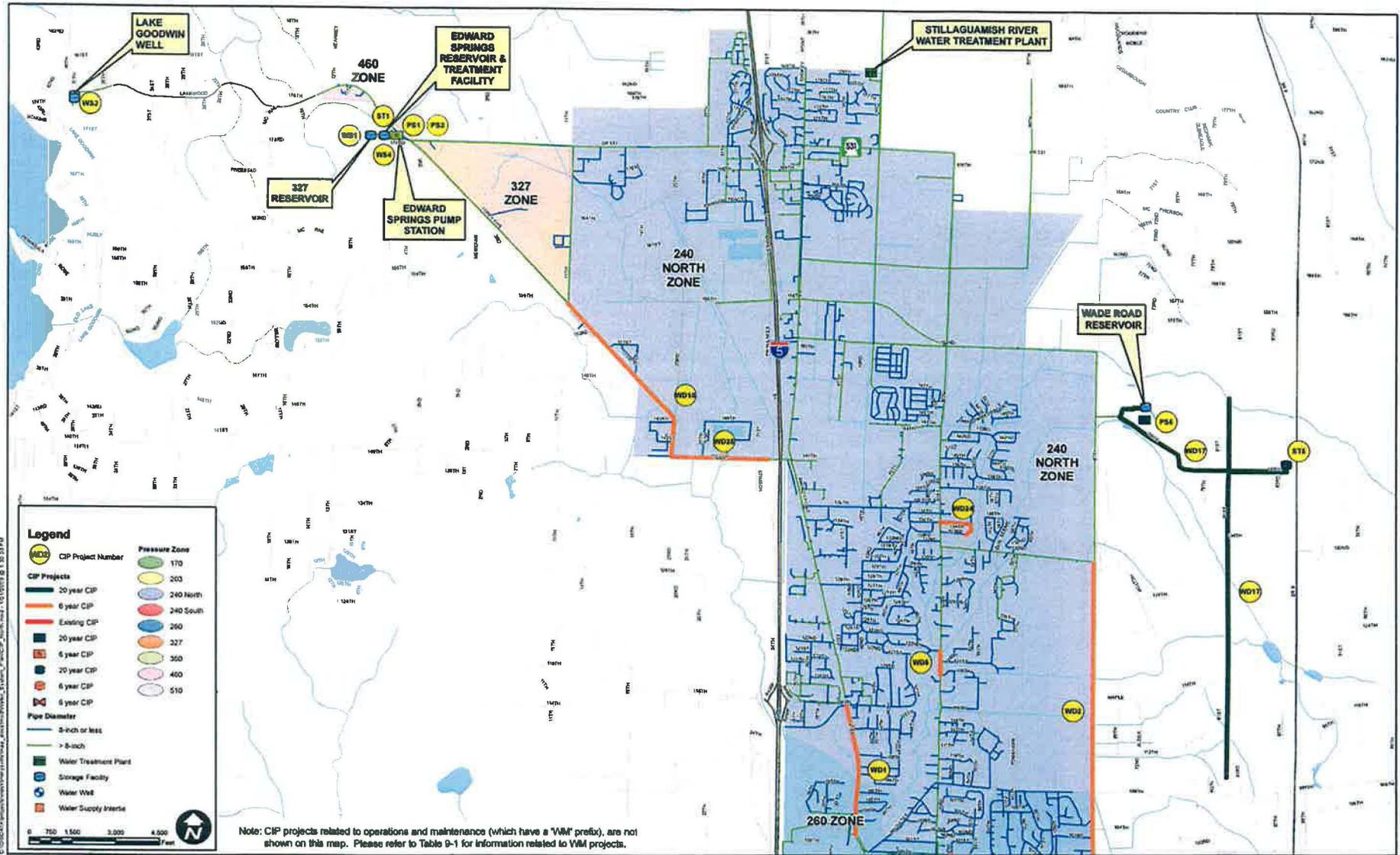
In total, Marysville's six-year CIP (for years 2009-2014) includes approximately \$37.6 million in improvements (in inflation-adjusted dollars). The long-term CIP (2015-2028) includes approximately \$40.5 million in improvements.

Table 9-1 Capital Improvement Program (2009-2028)

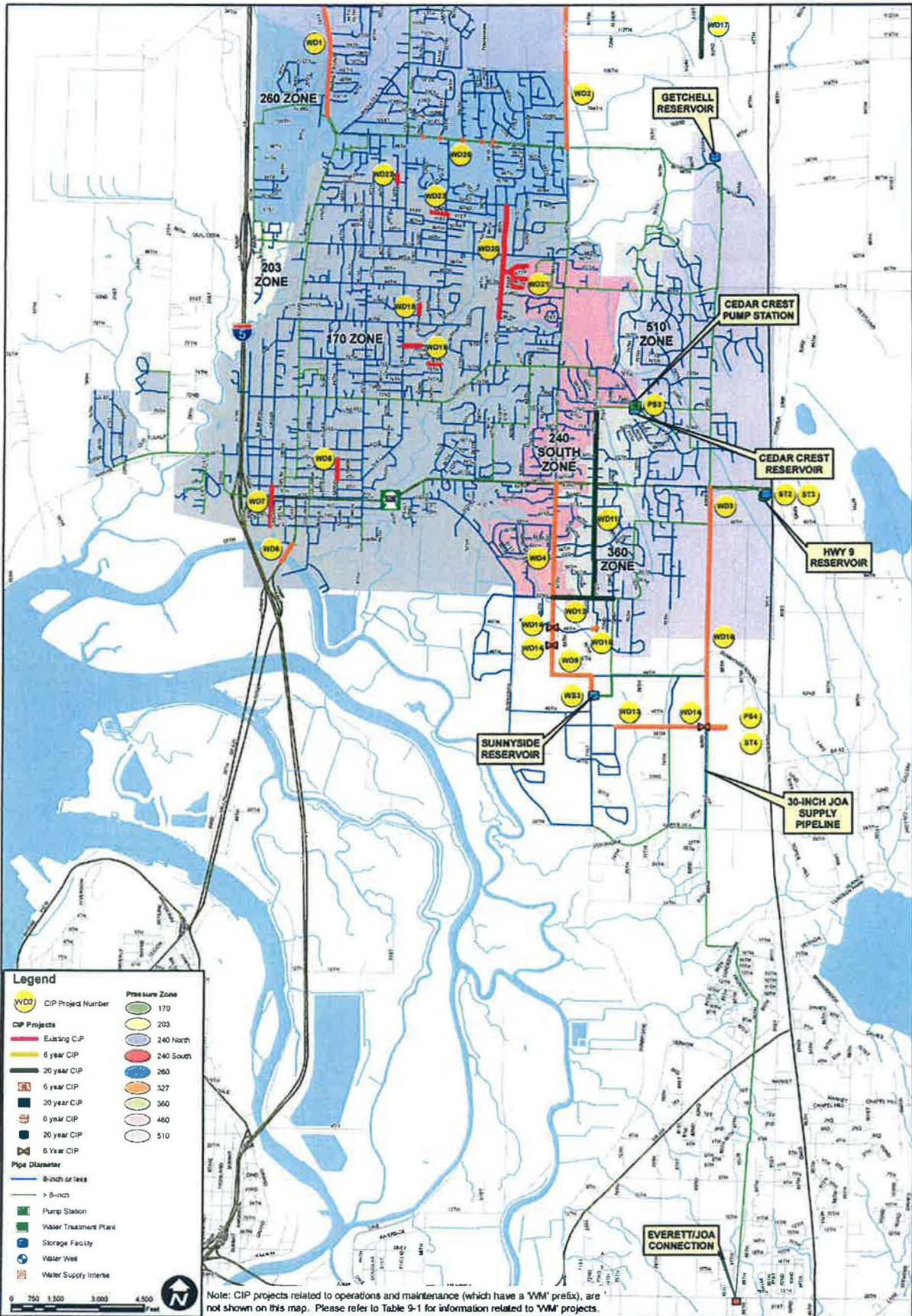
Project No.	Budget Project Code ⁽¹⁾	Description	Justification	Base Project Cost ⁽²⁾ (2008 Dollars)	Schedule and Cost of Improvements (in thousands of dollars) ⁽³⁾									
					2009	2010	2011	2012	2013	2014	5-yr CIP TOTAL	2015-2028 ⁽⁴⁾	30-yr CIP TOTAL	
Water Supply and Treatment														
WS-1	W000*	Additional Spring Collector Improvements ⁽⁵⁾	Right-of-Way	50	50	50	50	50	50	50	50	310		310
WS-2	W005*	Lake Goodwin Wet Development	Right-of-Way	20	20							20		20
WS-3	W075*	Sunnyvale Well #1 Reboil & #2 Rehab	Utility	300	300							300		300
WS-4	W100*	Whiskey Treatment	Treatment	780		780						780		780
Water Storage														
ST-1	W000*	Edward Springs Station	Water Quality	200	200							200		200
ST-2	W014*	Hay 9 Reservoir Detention	Substandard	10	10							10		10
ST-3	W033*	Hay 9 Reservoir	Additional Storage	2,250				250	2,000			2,250		2,250
ST-4	W098*	Soper Hill (Whiskey Ridge) Property & Reservoir (3 MG)	Acquisition/Lease Service Area	3,530	1,300				2,000			4,300		4,300
ST-5	NA	North 510 Zone Reservoir (1 MG)	New Pressure Zone	2,330					2,000			0	5,180 (2015-17)	5,180
Water Treatment Plant Stations														
PS-1	W032*	Edward Springs Pump Modification	Flow Flow	100	100							100		100
PS-2	W032*	Edward Springs Booster Pump Building	Other - to provide to departments	200	200							200		200
PS-3	W100*	Cedarcrest Pump Station Rehab (Motor Control/Valve Replacements)	Operations	150		150						150		150
PS-4	NA	Soper Hill (Whiskey Ridge) Pump Station (Design Point=700 gpm @ 130' / 30 hp)	Acquisition/Lease Service Area	810					1,000			1,000		1,660
PS-5	NA	North 510 Zone Pump Station (Design Point=300 gpm @ 300' / 40 hp)	New Pressure Zone	530								0	1,350 (2015)	1,350
Water Transmission and Distribution System														
WD-1	W001	State Ave (102nd to 156th, 4.578', replace 12" AC with 18" DI)	Replace and Upgrade	2,070								0	2,970 (2015)	2,970
WD-2	W002	67th Ave (102nd to 132nd, 10.457', new 18" and 18")	Emergency Interim	3,310	50	1,810	1,910					3,160		3,780
WD-3	W081	83rd Ave NE (64th to 64th, 1.321', replace 12" to 16")	Replace and Upgrade	590			700					700		700
WD-4	W070	67th Ave NE (52nd to 64th, 3.943', replace 12" to 16")	Replace and Upgrade	1,880						40		40	2,416 (2015)	2,456
WD-5	W080*	51st Avenue (115th PI NE to 122nd PI NE, 801', replace 12" CI with 12" DI)	Replacement	200	200							200		200
WD-6	W084*	Foley Slough Bridge (717', new 12")	Investigation Project	10	10							10		10
WD-7	NA	Castle Avenue 1st - 5th (3,407', new 8")	Flow Flow	440		500						520		520
WD-8	NA	Queen Avenue 6th - 8th (972', new 8")	Flow Flow	300			370					370		370
WD-9	NA	67th Ave NE (44th to 52nd, 44th St NE (07th to 71st), 71st Ave NE (to Sunnyvale Road) (4,097', new 18")	Replace and Upgrade	2,070			2,570					2,570		2,570
WD-10	NA	140th PI NE (23rd to 45', north on 23rd Ave NE, push northwest on 45' Road (144th to 156th) (10,053', replace 12" AC with 18" DI)	Replace and Upgrade	3,570			2,220	2,340				4,560		4,560
WD-11	NA	71st Ave NE (52nd to 72nd, 5,559', 12")	Replace and Upgrade	2,290								0	4,050 (2016-18)	4,050
WD-12	NA	52nd St NE (67th to 73rd, 2,823', replace 12" with 12")	Replace and Upgrade	700								0	1,270 (2015)	1,270
WD-13	NA	Soper Hill (Whiskey Ridge) Reservoir waterline (4,376', new 12")	Acquisition/Lease Service Area	170				2,010				2,010		2,010
WD-14	NA	Soper Hill (Whiskey Ridge) PRVs (3)	Acquisition/Lease Service Area	170				220				220		220
WD-15	NA	Connection of Soper Hill to 360 Zone on 49th St NE (200', new 8")	Acquisition/Lease Service Area	60				80				80		80
WD-16	NA	83rd Ave NE (Soper Hill Rem to 100th St, 6,855', new 16")	Future Transmission	2,530					4,000			4,000		4,000
WD-17	NA	North 510 Zone Reservoir waterline (22,816', new 12")	New Pressure Zone	7,070								0	16,200 (2015-17)	16,200
WD-18	NA	52nd St NE (north from 81st PI NE to existing 6" CI, 349', new 8")	Flow Flow	110		120						120		120
WD-19	NA	77th PI NE (600', replace 6" with 8", 75th St NE (419', replace 6" with 8")	Flow Flow	310		350						350		350
WD-20	NA	60th St NE (3,647', upgrade from 6" to 8")	Flow Flow	1,130			1,400					1,400		1,400
WD-21	NA	61st St NE and 64th PI NE (736', upgrade from 6" to 8")	Flow Flow	240				330				330		330
WD-22	NA	67th St NE (621', upgrade from 6" to 8")	Flow Flow	190				240				240		240
WD-23	NA	66th St NE (895', upgrade from 6" to 8")	Flow Flow	260				320				320		320
WD-24	NA	50th Ave NE (250', upgrade from 6" to 8")	Flow Flow	80					110			110		110
WD-25	NA	50th St NE (261', upgrade from 6" to 8")	Flow Flow	160					250			250		250
WD-26	NA	134th PI NE and 54th St NE (1,500', upgrade from 6" to 8" and some new 8")	Flow Flow	470		500						520		520
WD-27	NA	140th PI NE (305', upgrade from 4" to 6")	Flow Flow	100			120					120		120
WD-28	NA	Flow and waterline to extend from 54th St boundary (2,200' x 8")	Other	40			50					50		50
Water Maintenance and Operations														
WM-1	W059*	Watermain RSR ⁽⁵⁾	Replacement	460	500	400	460	460	460	460	460	3,240	6,580	9,820
WM-2	W000*	Watermain Overpass ⁽⁵⁾	Substandard/Development Cost	31	30	31	31	31	31	31	31	185	434	619
WM-3	W023*	PRV Rate of Flow	Operations	21	20	21	21					62		62
WM-4	W037*	Soligyanich Fiber Optics	Operations	30	30							30		30
WM-5	W057*	Water Meter AMR	Operations	1,000	1,000							1,000		1,000
WM-6	NA	Water System Plan Update	Planning	30						110		110		110
Total Water System Improvements					47,697	4,435	4,362	4,512	7,531	11,321	5,427	37,518	40,479	76,997

- Notes:
- (1) Costs are escalated from Base Project Cost (2008 dollars) to stated year of construction, assuming a 5.6% annual increase in costs, except for those projects with an asterisk (*) next to the Budget Project Code. Costs for those projects are included in City-approved budget documents. See Section 9.1 for more details regarding the cost escalation methodology.
 - (2) City project code in budget documents. NA - Not Applicable (i.e., project not previously budgeted for).
 - (3) Base Project Cost includes construction costs (materials and labor), sales tax (8.5% of construction), construction contingency (20% of construction + sales tax), and design engineering (25% of construction). One exception to this is Project WD-10 (since the project is already designed and permitted), for which the Base Project Cost is comprised of construction costs, sales tax, and contingencies/construction administration at 15% of construction + sales tax.
 - (4) Total costs associated with projects implemented in 2015 through 2028. Specific years of project implementation are noted where applicable.
 - (5) Project includes annually budgeted amount to cover unspecified project costs. Budgeted annual amounts (in 2008 dollars) are listed below by project.
 WM-1: \$52,000
 WM-1: \$168,000 (except for \$900,000 in 2009)
 WM-7: \$31,000

Item 23 - 16



**Capital Improvement Projects
North System**
Figure 9-1



**Capital Improvement Projects
South System**
Figure 9-2

9.2.1. Water Supply and Treatment

The following are supply and treatment-related capital projects.

- **WS-1: Additional Spring Collector Improvements**
Various improvements to the Stillaguamish Ranney Well collectors, including routine maintenance/upgrades, as well as installation of new components as necessary.
- **WS-2: Lake Goodwin Well Development**
Installation of a disinfection system (most likely sodium hypochlorite) on the waterline leading from the Lake Goodwin Well to the 327 Zone Reservoir. This project was substantially completed in 2008. Project close-out costs remain on the CIP for 2009.
- **WS-3: Sunnyside Well #1 Relocation and Well #2 Rehabilitation**
Installation of a replacement well for the abandoned Sunnyside Well No.1. In addition, rehabilitation of Sunnyside Well No.2.
- **WS-4: Ultraviolet Treatment System**
Installation of an ultraviolet disinfection system at the Edward Springs Treatment Facility. The system is expected to be on-line by 2011.

9.2.2. Water Storage

The following are storage-related capital projects, including those identified in Chapter 5.

- **ST-1: Edward Springs Baffles**
Installation of curtain baffles in the Edwards Springs Reservoir, with the objective of creating a flow pattern that maximizes water detention time and reduces short-circuiting.
- **ST-2: Highway 9 Reservoir Demolition**
Demolition of an old, small reservoir that has an overflow elevation at a different hydraulic grade than the primary 1.7 MG Highway 9 Reservoir.
- **ST-3: Highway 9 Reservoir**
Construction of a second Highway 9 Reservoir (1.8 MG) to meet increasing storage volume requirements and provide redundancy in the South 510 Zone.
- **ST-4: Soper Hill (Whiskey Ridge) Reservoir**
Property acquisition in 2009, and design/construction in later years, for a new reservoir east of 83rd Avenue. This reservoir, currently planned to be 1 MG in size, will provide storage to an area previously served by Snohomish PUD.
- **ST-5: North 510 Zone Reservoir**
Installation of a new 1 MG reservoir to provide storage to the future North 510 Zone.

9.2.3. Water Booster Pump Stations

The following are pump station-related capital projects, including those identified in Chapter 5.

- **PS-1: Edward Springs Pump Modification**
Implementation of various improvements to the Edward Springs Booster Pump Station. Improvements completed in 2008 include pump replacement (to increase head so that pumps can provide fire flow for the 460 Zone) and telemetry system improvements. Additional costs associated with piping modifications at the pump station remain on the CIP for 2009.
- **PS-2: Edward Springs Booster Pump Building**
Improvements to the structure that houses the Edward Springs Booster Pump Station.
- **PS-3: Cedarcrest Pump Station Rehabilitation**
Improvements to the Cedarcrest Pump Station, including motor control and valve replacements.
- **PS-4: Soper Hill (Whiskey Ridge) Pump Station**
Installation of a new pump station to provide source capacity to the area to be served by the new Soper Hill Reservoir. In addition, this pump station will replace the existing Cedarcrest Pump Station (which sits at an elevation of approximately 150 feet), which is currently used to fill the Highway 9 Reservoir and serve customers in the South 510 Zone. Installation of this pump station will allow Marysville to pump from the JOA Transmission line (approximately 400 feet elevation) to the South 510 Zone, which will save Marysville money in pumping costs. For planning purposes, this pump station was sized to provide 700 gpm at a head of 130 feet (approximately 35 horsepower). Marysville would need to further refine the capacity of this pump station during the design phase.
- **PS-5: North 510 Zone Pump Station**
Installation of a new pump station to provide source capacity to the future North 510 Zone. For planning purposes, the proposed pump station was sized to provide 300 gpm at a head of 300 feet (approximately 40 horsepower). Marysville would need to further refine the capacity of this pump station during the design phase.

9.2.4. Water Transmission and Distribution Systems

The following are transmission and distribution-related capital projects, including those identified from the system analysis which is described in Chapter 5.

In general, Projects WD-1 through WD-12 are projects that replace aging infrastructure (older cast iron and asbestos cement pipe) and have been previously identified in previous Marysville Capital Improvements Programs. The exceptions to this include the following: Project WD-4 includes installation of new pipe which will serve as transmission piping for future development along 67th Ave NE; Project WD-6 consists of new pipe being installed as part of a Washington Department of Transportation project; and Projects WD-7 and WD-8 both include installation of new pipe to eliminate dead ends and improve available fire flow for the local area.

Projects WD-13 through WD-17 consist of new piping required to connect the following proposed facilities: Soper Hill Reservoir (Project ST-4), Soper Hill Pump Station (Project PS-4), North 510 Zone Reservoir (Project ST-5) and North 510 Zone Pump Station (Project PS-5).

Projects WD-18 through WD-25 were developed to improve the level of available fire flow in large areas of the system that were shown to be inadequate during the system analysis, as described in Chapter 5. The projects include upgrade of small diameter pipe to 8-inch pipe or a new section of 8-inch pipe to loop the existing system.

Project WD-26 comprises five short sections of 8-inch pipe (or new connections) which are required to transfer areas of the system that are currently served from the 18-inch pipeline in 100th Street NE to the 10-inch pipeline that lies in the same right-of-way. Marysville staff proposes to move the boundary between the north and south service areas even further south in the future to maximize the area served with water from the Stillaguamish WTP.

Each of the transmission and distribution-related capital projects are described in further detail below.

- **WD-1: State Avenue (102nd to 116th)**
Replacement of a 12-inch asbestos concrete (AC) distribution pipe with 4,578 feet of 18-inch ductile iron pipe along State Avenue from the right-of-way for 102nd to 116th Street NE.
- **WD-2: 67th Avenue NE (100th to 132nd)**
New installation of 10,469 feet of 18-inch diameter ductile iron pipe along 67th Avenue NE between 100th Street NE and 132nd Street NE. Includes installation of a pressure reducing valve (PRV) station and property/easement acquisition for pipeline. This pipeline will provide a connection between the north and south service areas.
- **WD-3: 83rd Avenue NE (60th to 64th)**
Replacement of a 12-inch distribution pipe with 1,301 feet of 16-inch ductile iron pipe along 83rd Avenue NE between 60th Street NE and 64th Street NE.
- **WD-4: 67th Avenue NE (52nd to 64th)**
Replacement of a 10-inch distribution pipe with 3,943 feet of 16-inch ductile iron pipe along 67th Avenue NE between 52nd Street NE and 64th Street NE.
- **WD-5: 51st Avenue NE (119th Place NE to 122nd Place NE)**
Replacement of a 12-inch cast iron (CI) distribution pipe with 820 feet of 12-inch ductile iron pipe in 51st Avenue NE between 119th Place NE and 122nd Place NE. This section of pipeline is being installed in conjunction with a transportation project where the road elevation is being raised two feet.
- **WD-6: Ebey Slough Bridge Pipe**
New installation of 717 feet of 12-inch distribution pipe, on the Ebey Slough Bridge. Marysville will provide a limited amount of design for this project, which will be implemented by the Washington State Department of Transportation.

- **WD-7: Cedar Avenue (1st to 5th)**
New installation of 1,407 feet of 8-inch diameter ductile iron pipe along Cedar Avenue between 1st Street and 5th Street. New pipe will complete looping in this area and allow for more available fire flow in this area.
- **WD-8: Quinn Avenue (6th to 8th)**
New installation of 972 feet of 8-inch diameter ductile iron pipe along Quinn Avenue between 6th Street and 8th Street. New pipe will complete looping in the immediate area and allow for more available fire flow.
- **WD-9: 67th Avenue NE (44th to 52nd), 44th Street NE (67th to 71st), and 71st Avenue NE (to Sunnyside Reservoir)**
New installation of 4,697 feet of 18-inch diameter ductile iron pipe. This pipe is located in the right-of-way and will replace the existing 10-inch pipe (which crosses private property) that carries water from the Sunnyside Reservoir into the distribution system. This pipeline starts at the Sunnyside Reservoir, heads west and then turns north on 71st Avenue NE. The pipe continues west along 44th Street NE, then turns north on 67th Avenue NE and continues north to the intersection of 67th Avenue NE and 52nd Street NE.
- **WD-10: 140th Place NE (23rd to I-5), North on 23rd Avenue NE, Northwest on 45 Road**
Replacement of a 12-inch AC distribution pipe with 10,053 feet of 18-inch ductile iron pipe. The pipe starts on 140th Place NE (beginning 300 feet west of Interstate 5) and goes west to where it turns north on 23rd Avenue NE. The pipe continues north along 23rd Avenue NE and then turns northwest and follows 45 Road to the intersection of 45 Road and 11th Avenue NE.
- **WD-11: 71st Avenue NE (52nd to 72nd)**
Replacement of 10-inch AC distribution pipe with 6,559 feet of 12-inch diameter ductile iron pipe along 71st Avenue NE between 52nd Street NE and 72nd Street NE.
- **WD-12: 52nd Street NE (67th to 73rd)**
Replacement of a 10-inch distribution pipe with 2,023 feet of 12-inch ductile iron pipe along 52nd Street NE between 67th Avenue NE and 73rd Avenue NE.
- **WD-13: Soper Hill (Whiskey Ridge) Reservoir Waterline**
New installation of 4,378 feet of 12-inch diameter ductile iron pipe. This pipeline will carry water from the proposed Soper Hill Reservoir (Project ST-4) and Soper Hill Pump Station (Project PS-4) into the existing Soper Hill area distribution system.
- **WD-14: Soper Hill (Whiskey Ridge) PRVs**
New installation of three PRVs. The location of these PRVs are approximate and may change when Marysville designs the infrastructure required to serve the portion of the existing Soper Hill/Snohomish PUD system proposed for annexation.

- **WD-15: Connection of Soper Hill to 360 Zone, on 49th Street NE**
 New installation of 200 feet of 8-inch diameter ductile iron pipe. This pipe will connect existing 8-inch pipe in 49th Street NE (currently owned by Snohomish PUD) to Marysville pipe in the 360 Zone.
- **WD-16: 83rd Avenue NE (Soper Hill Reservoir to 60th)**
 New installation of 6,859 feet of 16-inch diameter ductile iron pipe. This pipe will carry water pumped from the proposed Soper Hill Pump Station (Project PS-4) into the South 510 Zone. The pipe is located along 83rd Ave NE between the approximate 38th Street right-of-way and 60th Street NE.
- **WD-17: North 510 Zone Reservoir Waterline**
 New installation of 22,838 feet of 12-inch diameter ductile iron pipe. This project comprises the proposed transmission lines for the area to be developed east of the existing North 240 Zone. The north/south line is located within the 81st Avenue NE right-of-way from just south of where the right-of-way crosses the Middle Fork of Quilceda Creek to just north of where the right-of-way crosses 108th Street NE. The east/west line runs from the North 510 Zone Pump Station (Project PS-5) located at the Wade Road Reservoir site, continues east along Wade Road, and ends just west of the intersection of Wade Road and State Route 9.
- **WD-18: 52nd Drive NE (North from 81st Place NE to Existing 6-inch CI)**
 New installation of 340 feet of 8-inch diameter ductile iron pipe. This project will improve available fire flow along 52nd Drive NE. This project is located in 52nd Drive NE; and it completes a loop between dead-end pipe ending just north of 81st Place NE and connecting to existing 6-inch which extends south from 84th Street NE.
- **WD-19: 77th Place NE and 76th Street NE**
 Replacement of a 6-inch distribution pipe with 600 feet of 8-inch ductile iron pipe in 77th Place NE, extending east from intersection of 77th Place NE and 51st Avenue NE. Replacement of a 6-inch distribution pipe with 410 feet of 8-inch ductile iron pipe in 76th Street NE, extending west from 55th Avenue NE. This project will improve available fire flow in the area local to 77th Place NE and 76th Street NE.
- **WD-20: 60th Drive NE**
 Replacement of a 6-inch distribution pipe with 3,842 feet of 8-inch ductile iron pipe in 60th Drive NE located between 80th Place NE and 93rd Place NE. This project will improve available fire flow in the local area along 60th Drive NE.
- **WD-21: 61st Drive NE and 84th Place NE**
 Replacement of a 6-inch distribution pipe with 758 feet of 8-inch ductile iron pipe. This project will help improve available fire flow in the local area along 61st Drive NE and 84th Place NE. This portion of Project WD-21 extends south along 61st Drive NE (starting at the intersection with 86th Street NE), turns east and continues along the road to the end of 84th Place NE.
- **WD-21: 87th Street NE**
 Replacement of a 6-inch distribution pipe with 621 feet of 8-inch ductile iron pipe. This portion of Project WD-21 starts at the intersection of 86th Street NE and

continues east to the end of 87th Street NE. This project will help improve available fire flow in the local area along 87th Street NE.

- **WD-21: 86th Street NE**

Replacement of a 6-inch distribution pipe with 855 feet of 8-inch ductile iron pipe. This portion of Project WD-21 is located in 86th Street NE; it starts at the intersection with 60th Drive NE and continues east to the end of 86th Street NE. This project will help improve available fire flow in the local area along 86th Street NE.

- **WD-22: 50th Avenue NE**

Replacement of a 6-inch distribution pipe with 250 feet of 8-inch ductile iron pipe. This pipe is located in 50th Avenue NE, starting at the intersection of 50th Avenue NE and the 95th Street NE right-of-way and extends 250 feet to the south. This project will help improve available fire flow in the local area along 50th Avenue NE.

- **WD-23: 92nd Street NE**

Replacement of a 6-inch distribution pipe with 561 feet of 8-inch ductile iron pipe in 92nd Street NE. This pipe starts at the intersection of 92nd Street NE and 55th Avenue NE and continues west to the end of the road. This project will help improve available fire flow in the local area along 92nd Street NE.

- **WD-24: 134th Place NE and 54th Drive NE**

Replacement of a 6-inch distribution pipe with 1,502 feet of 8-inch ductile iron pipe along 134th Place NE between 51st Ave NE and 54th Drive NE. Includes some new 8-inch pipe (to complete loop along 54th Drive NE which connects pipe in 134th Place NE to pipe in 133rd Place NE). This project will help improve available fire flow in the local area along 134th Place NE and 54th Drive NE.

- **WD-25: 140th Place NE**

Replacement of a 4-inch distribution pipe with 305 feet of 8-inch ductile iron pipe in 140th Place NE. This project starts at the intersection of 140th Place NE and 29th Avenue NE and extends west to the hydrant. This project will help improve available fire flow in the local area along 140th Place NE.

- **WD-26: Pipes and Valves along North/South Boundary**

New installation of five segments of 8-inch ductile iron pipe, each 25 feet in length. These new connections transfer existing connections to the 18-inch line in 100th Street NE to the 10-inch pipeline that also lies in the right-of-way. These new connections will extend the boundary of the north service area further south; the 18-inch main will continue to wheel water from the Getchell Reservoir to the Tulalip Tribe meter located on the western edge of the Marysville service area.

9.2.5. Water Maintenance and Operations

The following are maintenance and operations-related capital projects.

- **WM-1: Watermain Rehabilitation and Replacement**

Routine annual replacement of undersized or aging pipelines, primarily aimed at the replacement of AC and CI pipe. An annual amount of \$468,000 is budgeted to

address these projects. The amount is greater (\$900,000) in 2009, to reflect carryover from unfinished 2008 projects.

- **WM-2: Watermain Oversizing**

In some cases, Marysville requires that developers install pipes larger than necessary to serve solely their developments, in order to account for future growth in system demands. This CIP line-item reflects an annual budget amount that covers the additional costs incurred on such projects.

- **WM-3: PRV Rate of Flow**

Installation of additional and/or replacement PRVs as required to maintain pressure zone boundaries.

- **WM-4: Stillaguamish Fiber Optics**

A new telemetry system was installed in the system in 2008. This CIP line-item reflects close-out costs associated with this project.

- **WM-5: Water Meter AMR**

Installation of a mobile radio read system for Marysville's water service meters, to be completed in 2009.

- **WM-6: Water System Plan Update**

Routine update to the WCP, as required every six years.



MARYSVILLE PLANNING COMMISSION

June 23, 2009

7:00 p.m.

City Hall

CALL TO ORDER

Chairman Chair Muller called the June 23, 2009 Meeting of the Marysville Planning Commission to order at 7:06 p.m. noting the excused absence of Deirdre Kvangnes and Michael Stevens. The following staff and commissioners were present:

Chairman: Steve Muller

Commissioners: Jerry Andes, Steve Leifer, Becky Foster, Eric Emery

Staff: Community Development Director Gloria Hirashima, Senior Planner Chris Holland, Project Manager David Zull, Recording Secretary Amy Hess

Absent: Deirdre Kvangnes, Michael Stevens

APPROVAL OF MINUTES:

January 13, 2009

Motion made by Chair Muller to approve the correction to the January 13, 2009 Minutes, seconded by Commissioner Emery. Motion carries, (5-0).

May 26, 2009

Motion made by Commissioner Foster, seconded by Commissioner Emery to approve the May 26, 2009 meeting minutes as presented. Motion carries, (5-0).

PUBLIC COMMENT:

None

PUBLIC HEARING:

Water Comprehensive Plan (WCP)

Senior Planner Holland stated that proper notice had been given regarding this hearing. Mr. Holland gave an overview of the proposed Water Comprehensive Plan. He then turned it over to David Zull, Project Manager.

Mr. Zull briefed the Commission on the mandatory State Law Comp Plan Updates. He reported that the existing system was in pretty good shape, adding that we had plenty of water rights to sustain the City over the next 20 years. He described the new reservoirs and distribution system. The upgrades necessary to meet future demands were overviewed.

Commissioner Leifer questioned the conservation program, saying that it seemed somewhat insignificant. He wanted to know where the numbers came from. Mr. Zull responded that the City has a pretty tight system with minimal leakage. He added that there are programs in place to encourage people to use less water and conserve. Mr. Holland stated that part of the Wheeling agreement with Everett required some level of conservation. Mr. Zull added that for some reason, Marysville residents use less water as a whole than other districts.

Commissioner Leifer questioned the zones where fire flow pressure was not very high and if this would affect the developer in any way. Mr. Zull responded that these are isolated areas where there are dead end water mains which were undersized when constructed. In the Capital Improvement Projects, these areas were slotted for redevelopment and upgrades soon. He added that these were priority projects. Chair Muller questioned if the Fire Department was aware of these conditions and was prepared with a pump truck if necessary. Mr. Zull responded that the water was available in these areas, just not up to standards in the residential area.

Commissioner Foster questioned the Sales Tax listed and whether it would be corrected. Mr. Zull responded that much of the work was done up front and things do change. She stated that she was hoping we would see some of the savings from the decreased cost of construction materials.

Motion made by Commissioner Foster to forward the Water Comprehensive Plan to City Council, seconded by Commissioner Leifer. Motion carries, (5-0).

Security for Performance Maintenance

Director Hirashima stated that the proper notice had been given for this hearing. Ms. Hirashima gave an overview of the revisions being proposed. She described how the current economic status was affecting Bonds. This review made several inconsistencies obvious and these variations needed to be corrected to provide consistency. It was found that the City was underestimating the amount of the bonds many times. This Ordinance was intended to be a fail-safe.

Chair Muller questioned whether there had been any correspondence from Master Builders Association or anyone else. Ms. Hirashima said there had not been.

Commissioner Leifer questioned the inflation rates, legal fees, administrative overhead etc. and if the bond were foreclosed on, would it be a set amount. Ms.

Hirashima stated that she thought it would be based on actual costs. The administrative overhead would be a fixed amount, but the other fees would be actual costs incurred. The attorney fees were meant to be an incentive for the insurance company to release the bond.

Motion made by Commissioner Leifer, seconded by Commissioner Andes to forward the proposed Security for Performance Maintenance and Amendments to Chapters 19.6, 19.24, 19.28, 19.42, 20.42 and 20.56 to City Council. Motion carries, (5-0).

Time Limitations for Land Use Approvals

Ms. Hirashima passed out a letter received from Master Builders Association to the Commissioners. She stated that the hearing had been properly advertised per Code. Ms. Hirashima then gave an overview of each section of the proposed amendments, including existing and proposed time limitations. The sunset period for these amendments would be December 31, 2011. Commissioner Foster stated that she did not feel this was a long enough time frame. Clarification was made that the extensions would remain after this sunset period; the restriction was for application only.

Commissioner Andes questioned if this was automatic or if each builder would have to apply for the extensions. Ms. Hirashima stated that each builder would have to apply, it was not automatic. The fee or lack of, for such extension applications was discussed.

Commissioner Leifer questioned the pre-application fee again. Ms. Hirashima stated that she agreed that it should be six months, not 90 days as it currently is, and that this would be looked at.

The Hearing was opened for Public Testimony. A letter from Master Builders Association on June 23, 2009 in support of these permit extensions was read into record. Public Testimony was closed.

Motion made by Commissioner Foster, seconded by Emery to forward the Revisions to Time Limitations for Preliminary Plats, Binding Site Plans, Short Plats, Constructions Plans, Building Permits and other land use approvals, amending MMC 19.52, 20.12, 20.20, 20.48 and adding a new section 20.12.130. to City Council. Motion carries, (5-0).

NEW BUSINESS:**Downtown Master Plan**

Ms. Hirashima stated that they were very excited to have the new Downtown Plan circulating.

She introduced Makers Inc. and John Owen and Bob Bengford and gave an overview of the Plan. Land Use Designation changes were not proposed at this time. She added that the Civic Center proposed site was included.

Mr. Owen began an overview of the Downtown Plan and the EIS. An infrastructure plan was the goal. He described the Project Area which was enclosed by 8th St. NE, Ebey Slough, I-5, and Alder Ave. Development Opportunities were overviewed. Ms. Hirashima interjected that Makers, Inc. had been selected partly on the basis that they used a lot of graphics in their presentations. She felt that the graphics would make the Plan much more visual and engage people on what the Downtown could be.

Traffic and Transportation Issues were of significant concern and were issues that were closely studied. A summary of the Transportation recommendations was given by Mr. Owen. He added that a specific study would have to be done in the future. He overviewed each proposed improvement and the logic behind it. The proposed bike trails would connect to Centennial Trail.

Truck Route and allowable use time of said route was discussed. Hirashima discussed the intent of the bypass. With SR 528 and SR 529 running through the middle of downtown, the intent was to manage the traffic. The idea was to protect the inner downtown. The three potential bypass routes were discussed. Emery questioned the Truck Route proposed on 1st St. Mr. Owen and Ms. Hirashima explained that the goal was to get traffic to Southbound SR 529 and West to I-5 while minimizing traffic on pedestrian oriented streets. Chair Muller questioned why 2nd St. wouldn't be used. The proximity of 1st St. and 2nd St. and the signalization of the area, responded Mr. Owen. A central pedestrian area with smaller streets and less traffic was the desired design.

Commissioner Andes questioned 1st St. West of State Ave and what it entailed. Mr. Owen replied that the intent was to add street trees and landscaping to improve this corridor. The lane configuration would not be changed at this point.

Chair Muller questioned transportation hubs. Mr. Owen responded that transit was included. A park and ride was included as well as transit stops on 1st St. Chair Muller clarified that he was wondering about rail. Mr. Owen replied that a hub near Comeford Park had been discussed if in fact the Civic Center was erected there. Chair Muller thought this was a very important proponent in the plan since it was

long term. Chair Muller brought up Green Alley's and if these could be included in the downtown Plan. Mr. Owen responded that rain gardens had been discussed, but that these could be encouraged. Chair Muller thought that the intent of alleys should be based on the needs of the pedestrians rather than the needs of the garbage trucks. Commissioner Andes questioned the previous discussions regarding Grove. Ms. Hirashima replied that it was included in another study and it was recommended that there be an overcrossing at Grove.

Bringing the creek up to street level was discussed. Mr. Owen clarified that the plan did not require the developers to do this, but that it was a guideline suggesting that they look at this possibility. Commissioner Andes questioned the set back requirements if the creek was unearthed. Mr. Owen thought that this could be beat; Ms. Hirashima agreed.

Utilities were overviewed including sewer deficiencies and Water Comp Plan. The goals of Storm water reduction were discussed. Quality, not quantity was the concern since direct discharge was allowed in the downtown area. Structured parking was a large proponent in the improvement of the quality of runoff.

Street Improvements and orientation were discussed. The specifics of curb lines and rain gardens were explained in the handling of storm water runoff. Chair Muller questioned whether a regional treatment plant had been researched. Mr. Owen responded that the location is too close to the river for a treatment plant in the downtown area as it is too low. Onsite treatment would be more economical. This type of system handled a portion of the runoff, Mr. Owen clarified. Only contaminated runoff had to be put through this system. All other runoff could be directly discharged reducing the amount handled by these systems.

Implementation would not occur overnight, stated Mr. Owen; it could take 15 to 20 years to be completed.

Mr. Bengford began the Supplemental Environmental Impact Statement overview. Whether or not the infrastructure could support the anticipated growth in the downtown area was discussed. Ms. Hirashima gave background on the County's land capacity analysis and buildable land projections. Zoning changes were not being recommended at this time. Impacts of additional development on traffic volumes were addressed in the SEIS.

Mr. Bengford discussed the impacts of both the Action and No Action alternatives including increased traffic volumes and decreased on street parking spaces. Mr. Owen added that the assumption that Police would be included in the Civic Campus would eliminate peak parking demand falling short. The demand for utilities would be increased under both alternatives, though no mitigation is anticipated to maintain current level of service.

Additional Actions needed include soil analysis, bypass environmental study, parking analysis for Civic Campus and upgrade of Comeford Park. All of these issues would have to be addressed.

Mr. Owen overviewed the ideas that needed to be reviewed before the next meeting, including green alleys, Sound Transit systems and a loop bus system. Revisiting First St. West was suggested by Chair Muller.

Commissioner Emery was concerned about removing parking and additional traffic caused by the removal of parking. The new Park and Ride Facility was discussed, Ms. Hirashima added that there was a ground breaking this week.

ADJOURNMENT:

Motion made by Commissioner Foster, seconded by Commissioner Andes, to adjourn at 9:33 p.m. Motion passed unanimously, (5-0).

NEXT MEETING:

July 14, 2009

Amy Hess, Recording Secretary



MARYSVILLE PLANNING COMMISSION

April 14, 2009

7:00 p.m.

City Hall

CALL TO ORDER

Chairman Muller called the April 14, 2009 Meeting of the Marysville Planning Commission to order at 7:07 p.m. noting the excused absence of Commissioner Foster. The following staff and commissioners were present:

Chairman: Steve Muller

Commissioners: Deirdre Kvangnes, Jerry Andes, Michael Stevens, Steve Leifer

Staff: Senior Planner Chris Holland, Project Manager David Zull, Associate Planner Angela Gemmer, Recording Secretary Amy Hess

Absent: Becky Foster, Eric Emery

APPROVAL OF MINUTES:

March 10, 2009

Motion made by Commissioner Andes, seconded by Commissioner Kvangnes to approve the March 10, 2009 meeting minutes as presented. Motion carries, (5-0).

NEW BUSINESS:

Comprehensive Water Plan

Mr. Holland explained the handouts including the Executive Summary and the Capital Improvement Program Project handout. He then turned it over to David Zull, Project Manager for the Water Comp Plan.

Mr. Zull gave a brief overview of the history of the project and the state of the existing system including the water rights currently held by the City for the next 50 years. He explained the sources of the City's water in the North end as well as the South end. He stated that we met all the regulatory water quality standards currently in place. The City's reservoirs were discussed.

The Proposed Comp Plan would expand the Current Plan. Mr. Zull described the rise in costs that are affecting public works, noting specifically the sharp increase in the cost of water being purchased from the City of Everett. Chair Muller questioned why then the City was expanding water rights into areas outside the UGA that may never be brought into the UGA. Mr. Zull and Mr. Holland explained that since water rights seemed to be a competitive right, it was thought that since it was right next to the City, securing these rights now was the best idea.

Mr. Zull explained another upcoming expense. The annexation in Whiskey Ridge and Sunnyside which is currently being serviced by PUD and the City would like to bring this into its service area. Mr. Zull opened the floor to the Commission for questions.

Commissioner Muller questioned whether it was water or sewer that could not be extended outside the UGA. Mr. Holland answered that sewer could not be expanded outside except for a public institute, but water could be. Mr. Holland did not have an answer as to why this policy was in place.

Chair Muller questioned if the Stillaguamish Treatment Plant was functioning as designed. Mr. Zull stated that it acts as a membrane filtration service. It also has high service pumps to carry water to some of the reservoirs in the North end. Commissioner Andes stated that there was a difference in the water coming from the North end and the water coming from Everett. He felt that the water from the North End was flat out terrible.

Commissioner Leifer questioned whether the treatments of the water from the two areas were the same. Mr. Zull stated that the current practice was changing from chlorine gas to hydro chloride. Mr. Leifer questioned the 50 year water supply projection and whether projected growth had been incorporated into this number. Mr. Zull stated that it was, adding some industries use very little water, averaging out those that use more. Commissioner Leifer questioned if state allocations would limit us in types of industry. Mr. Leifer questioned whether we could get into a different area of the Stillaguamish River. Mr. Zull thought that would be almost impossible. Mr. Zull added that water rights are limited by volume.

Chair Muller questioned filtering storm water runoff. Mr. Zull said that it was something that could be looked at by the City, but that his first impression was that it might not be dependable enough. Desalinizing ocean water was also discussed.

Mr. Holland gave an update of where the City was in the process of the Water Comprehensive Plan and when the Commission might see it back. There was also a rate study in the works for water and sewer rates.

Discussion was had about the Semiahmoo Conference.

ADJOURNMENT:

Motion made by Commissioner Stevens, seconded by Commissioner Andes, to adjourn at 7:42 p.m. Motion passed unanimously, (5-0).

NEXT MEETING:

April 28, 2009



Amy Hess, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
ADOPTING THE 2009 CITY OF MARYSVILLE WATER COMPREHENSIVE
PLAN.

WHEREAS, WAC 246.290.100(10) requires water purveyors to update the Water Comprehensive Plan and obtain approval from the Washington State Department of Health at least every six (6) years; and

WHEREAS, the City of Marysville's existing Water Comprehensive Plan was approved by Ordinance No. 2496 on October 27, 2003; and

WHEREAS, the City of Marysville retained HDR Engineering, Inc. to prepare the 2009 Water Comprehensive Plan in accordance with WAC 246.290.100 and to submit said plan for review by adjoining purveyors; and

WHEREAS, the 2009 Water Comprehensive Plan identifies the necessary capital improvements for the City's water system to meet future water demands in the City's Retail Water Service Area for a 20-year horizon commencing in 2009; and

WHEREAS, the City of Marysville submitted the 2009 Water Comprehensive Plan to the Washington State Department of Health for review and approval as required by WAC 246.290.100; and

WHEREAS, pursuant to WAC 246.290.100(8)(b) the 2009 Water Comprehensive Plan shall be approved by the Marysville City Council, prior to approval from the Washington State Department of Health; and

WHEREAS, the proposed 2009 Water Comprehensive Plan is based on and complies with the objectives and requirements of the Washington State Growth Management Act (GMA) RCW 36.70A; and

WHEREAS, the City has submitted the 2009 Water Comprehensive Plan to the Washington State Department of Trade, Community, and Economic Development for its review; and

WHEREAS, following public notice and comment, the City issued Addendum No. 16 to the Final Environmental Impact Statement for the City of Marysville Comprehensive Plan, on April 22, 2009, which Addendum No. 16 addresses the environmental impacts of the 2009 Water Comprehensive Plan; and

WHEREAS, the Marysville Planning Commission held a public workshop on April 14, 2009 and a public hearing on June 23, 2009 to accept public comment and to review the 2009 Water Comprehensive Plan; and

WHEREAS, on July 27, 2009 the Marysville City Council reviewed the Planning Commission's recommendation relating to the adoption of the 2009 Water Comprehensive Plan;

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

Section 1. The document entitled "2009 City of Marysville Water Comprehensive Plan" is hereby adopted as the City of Marysville's Water Comprehensive Plan. A copy of said plan shall be made available for inspection and review at the office of the City Clerk and the office of Community Development.

Section 2. The "2009 City of Marysville Water Comprehensive Plan" adopted herein replaces and supersedes all previous Water Comprehensive Plans, which shall not longer be in effect.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2009.

CITY OF MARYSVILLE

By: _____
DENNIS KENDALL, MAYOR

Attest:

By: _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5-days after publication)

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Stormwater Management Regulations for Illegal Discharges Pursuant to the Western WA Phase II Permit	AGENDA SECTION:	
PREPARED BY: Kari Chennault, Program Engineer – Surface Water	APPROVED BY: 	
ATTACHMENTS: • Ordinance		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

Per the Western Washington Phase II Municipal Stormwater Permit *“Each Permittee shall develop and implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the Permittee’s municipal separate storm sewer system to the maximum extent allowable under State and Federal law. The ordinance or other regulatory mechanism shall be adopted no later than 30 months from the effective date of this Permit.”*

As the permit was effective on February 16, 2007, the ordinance is required to be adopted no later than August 16, 2009. Language for the attached ordinance has been taken from the WA State Department of Ecology *Guidance for Cities and Counties, Writing Regulations to Prohibit Illicit Discharges, Dumping and Illicit Connections* and the Environmental Protection Agency *Model Ordinances to Protect Local Resources: Illicit Discharges*.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to approve the ordinance adopting stormwater management regulations and related code amendments.

COUNCIL ACTION:

**CITY OF MARYSVILLE
Marysville, Washington**

ORDINANCE _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
ADOPTING STORMWATER MANAGEMENT REGULATIONS FOR
ILLEGAL DISCHARGES PURSUANT TO THE WESTERN
WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT
ISSUED TO THE CITY BY THE WASHINGTON STATE DEPARTMENT
OF ECOLOGY, ADOPTING RELATED CODE AMENDMENTS, AND
AMENDING CHAPTERS 3.20, AND 19.22, AND ADOPTING CHAPTER
14.21, OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the Federal Clean Water Act, 33 U.S.C. 1251 *et seq.* (the Act), requires certain local governments such as the City of Marysville to implement stormwater management programs and regulations within prescribed time frames, and pursuant to said Act the United States Environmental Protection Agency (EPA) has adopted rules for such stormwater programs and regulations; and

WHEREAS, the EPA has delegated authority to the Washington State Department of Ecology (Ecology) to administer such stormwater programs and regulations, and Ecology has issued the Western Washington Phase II Municipal Stormwater Permit, effective January 17, 2007 through February 15, 2012, which requires local governments such as the City of Marysville to implement numerous stormwater management requirements, including adopting Ecology's 2005 Stormwater Management Manual for Western Washington and related regulations by February 16, 2010 and adopting illegal discharge and connection regulations by August 16, 2009; and

WHEREAS, in 1999, the City Council adopted Ordinance 2245, which established a stormwater utility to be responsible for the operation, construction and maintenance of stormwater facilities, as set forth in Ch. 14.19 MMC; and

WHEREAS, in 2003, the City Council adopted Ordinance 2476, which adopted Ecology's 2001 Stormwater Management Manual for Western Washington and related regulations, as set forth in Ch. 14.15 MMC; and

WHEREAS, in order to comply with the currently effective Western Washington Phase II Municipal Stormwater Permit, the City has prepared proposed Stormwater Management regulations, which amend and update the City's current stormwater regulations and related municipal code provisions, as primarily set forth in Title 14 MMC; and

WHEREAS, on June 16, 2009, the City's SEPA Responsible Official complied with the State Environmental Policy Act (SEPA) by issuing a Determination of Nonsignificance (DNS) for the adoption of the proposed Stormwater Management regulations and by complying with SEPA's procedural requirements for issuing the DNS; and

o1

WHEREAS, on July 27, 2009, the City Council conducted a duly noticed public hearing on the proposed Stormwater Management regulations, as set forth below and in the attached Exhibit A; and

WHEREAS, the City Council has determined that it is in the public interest and in furtherance of the public health and welfare to adopt the proposed Stormwater Management regulations, as set forth below and in the attached Exhibit A;

NOW THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. Title 14 of the Marysville Municipal Code is hereby amended by adopting Chapter 14.21 MMC, to read as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

Section 2. Chapter 3.20 of the Marysville Municipal Code is hereby amended by amending MMC 3.20.020 to read as follows:

3.20.020 Source of deposits.

(1) All drainage basin assessments collected by the city pursuant to Chapter 14.19 MMC shall be deposited in the surface water utility fund.

(2) All surface water utility service charges collected by the city pursuant to Chapter 14.19 MMC shall be deposited in the surface water utility fund. (Ord. 1815, 1990).

Section 3. Chapter 19.22 of the Marysville Municipal Code is hereby amended by amending MMC 19.22.070 to read as follows:

19.22.070 SEPA decisions and appeals.

The city adopts the following sections of the Model SEPA Ordinance, as now existing or hereafter amended, by reference, and incorporates the same into this chapter as though set forth in full:

(1) WAC 173-806-155;

(2) WAC 173-806-160; provided, that subsection (c) thereof shall be amended to read as follows:

The city adopts by reference the policies in the following city codes, plans, policies and agreements, as now existing or hereafter amended, as a possible basis for the exercise of substantive authority in the conditioning or denying of proposals:

(a) Chapter 6.76 MMC, Noise Regulations;

(b) MMC Title 7, Health and Sanitation;

- (c) Chapter 9.04 MMC, Fire Code;
- (d) Chapter 11.56 MMC, Fire Zones;
- (e) Chapter 11.62 MMC, Truck Routes;
- (f) MMC 12.02.170, Curbs, gutters and sidewalks required;
- (g) MMC 12.02.180, Minimum access requirements;
- (h) MMC 12.02.190, Dedication of road right-of-way – Required setbacks;
- (i) Chapter 12.06 MMC, Classification of Streets;
- (j) Six-Year Transportation Improvement Program;
- (k) Chapter 14.01 MMC, General Requirements for Utility Service;
- (l) Chapter 14.15 MMC, On-Site Stormwater Drainage Code;
- (m) Chapter 14.16 MMC, Public Storm Drainage System Code;
- (n) Chapter 14.18 MMC, Stormwater Drainage Assessments in Certain Designated Drainage Basins;
- (o) Chapter 14.21 MMC, Illicit Discharge Detection and Elimination;
- (p) Chapter 14.32 MMC, Rural Utility Service Area, including the RUSA Plan;
- qp) MMC Title 16, Building Codes, Sign Code, and Flood Plain Management;
- (r) Chapter 18.08 MMC, Comprehensive Plan;

- (s) Chapter 18.16 MMC, Shoreline Management Master Program, and Streamside Protection Zone;
- (t) Chapter 18.24 MMC, Mitigation of Impacts Resulting from Development Proposals;
- (u) MMC Title 19, Zoning;
- (v) MMC Title 20: Subdivisions;
- (w) All transportation improvement programs adopted by the city council pursuant to Chapter 39.92 RCW;
- (x) All capital facilities projects contained within the Marysville Comprehensive Plan;
- (y) Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts;
- (z) Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Annexation and Urban Development Within the Marysville Urban Growth Area;
- (aa) The formally designated SEPA policies of other affected agencies or jurisdictions when there is an agreement with the affected agency or jurisdiction which specifically addresses impact identification, documentation, and mitigation and which references the environmental policies formally designated by the agency or jurisdiction for the exercise of SEPA authority.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Effective date. This ordinance shall take effect on August 16, 2009.

ADOPTED by the City Council and APPROVED by the Mayor this ____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
Dennis Kendall, Mayor

ATTEST:

By _____
Tracy Jeffries, City Clerk

APPROVED AS TO FORM:

By _____
Grant Weed, City Attorney

Date of Publication:

Effective Date:

Chapter 14.21 Illicit Discharge Detection and Elimination (IDDE)

- 14.21.010 Purpose/Objectives.
- 14.21.020 Applicability.
- 14.21.030 Definitions.
- 14.21.040 Prohibited discharges.
- 14.21.050 Allowable discharges.
- 14.21.060 Conditional Discharges.
- 14.21.070 Prohibition of Illicit Connections.
- 14.21.080 Access to premises.
- 14.21.090 Requirements to Prevent, Control, and Reduce Storm Water Pollutants by the Use of Best Management Practices.
- 14.21.110 Watercourse Protection.
- 14.21.120 Notification of Spills.
- 14.21.130 Suspension of MS4 Access.
- 14.21.140 Enforcement.
- 14.21.150 Compensatory action.
- 14.21.160 Severability.
- 14.21.170 Ultimate Responsibility.

14.21.010 Purpose/Objectives.

The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of Marysville through the regulation of non-storm water discharges to the city's storm drainage system to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

The objectives of this chapter are:

1. To regulate the contribution of pollutants to the MS4 by stormwater discharges by any user;
2. To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system; and
3. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

14.21.020 Applicability.

This chapter shall apply to all water entering the Municipal separate storm sewer system (MS4) from any developed and undeveloped lands unless explicitly exempted by the city.

14.21.010 Definitions.

- 1) AKART – All Known, Available, and Reasonable methods of prevention, control, and Treatment. See also the State Water Pollution Control Act, RCW 90.48.010 and RCW 90.48.520.
- 2) “Best management practices (BMPs)” mean schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance

- systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
- 3) "Clean Water Act" means the federal Water Pollution Control Act (33 USC Section 1251 et seq.), and any subsequent amendments thereto.
 - 4) "Director of public works" or "director" means the director of the public works department or his/her designee.
 - 5) "Ground water" means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.
 - 6) "Hazardous materials" means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
 - 7) "Hyperchlorinated" means water that contains more than 10mg/Liter chlorine.
 - 8) "Illicit discharge" means any direct or indirect non-stormwater discharge to the city's storm drain system, except as expressly exempted by this chapter.
 - 9) "Illicit connection" means any man-made conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.
 - 10) "Municipal separate storm sewer system (MS4)" means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains, which are:
 - a. Owned or operated by the city of Marysville;
 - b. Designed or used for collecting or conveying stormwater;
 - c. Not part of a Publicly Owned Treatment Works (POTW) ("POTW" means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned); and
 - d. Not a combined sewer ("Combined sewer" means a system that collects sanitary sewage and stormwater in a single sewer system).
 - 11) "National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit" means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.
 - 12) "Non-stormwater discharge" means any discharge to the storm drain system that is not composed entirely of stormwater.
 - 13) "Person" means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner of a premises or as the owner's agent.
 - 14) "Pollutant" means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
 - 15) "Premises" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.
 - 16) "Storm" or "stormwater drainage system" means publicly owned facilities, including the city's municipal separate storm sewer system, by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs,

inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

- 17) "Stormwater" means runoff during and following precipitation and snowmelt events, including surface runoff and drainage.
- 18) "Stormwater pollution prevention plan (SWPPP)" means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

14.21.040 Prohibited discharges.

a. No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain or otherwise discharge into the municipal storm drain system any materials other than stormwater.

b. Examples of prohibited contaminants include but are not limited to the following:

1. Trash or debris.
2. Construction materials.
3. Petroleum products including but not limited to oil, gasoline, grease, fuel oil and heating oil.
4. Antifreeze and other automotive products.
5. Metals in either particulate or dissolved form.
6. Flammable or explosive materials.
7. Radioactive material.
8. Batteries.
9. Acids, alkalis, or bases.
10. Paints, stains, resins, lacquers, or varnishes.
11. Degreasers and/or solvents.
12. Drain cleaners.
13. Pesticides, herbicides, or fertilizers.
14. Steam cleaning wastes.
15. Soaps, detergents, or ammonia.
16. Swimming pool cleaning wastewater or filter backwash.
17. Chlorine, bromine, or other disinfectants.
18. Heated water.
19. Domestic animal wastes.
20. Sewage.
21. Recreational vehicle waste.
22. Animal carcasses.
23. Food wastes.
24. Bark and other fibrous materials.
25. Lawn clippings, leaves, or branches.
26. Silt, sediment, concrete, cement or gravel.
27. Dyes. Unless approved by the city.
28. Wash water.
29. Chemicals not normally found in uncontaminated water.
30. Any other process-associated discharge except as otherwise allowed in this section.
31. Any hazardous material or waste not listed above.

14.21.050 Allowable discharges.

The following types of discharges shall not be considered illegal discharges for the purposes of this chapter unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Diverted stream flows.
2. Rising ground waters.
3. Uncontaminated ground water infiltration –as defined in 40 CFR 35.2005(20).
4. Uncontaminated pumped ground water.
5. Foundation drains.
6. Air conditioning condensation.
7. Irrigation water from agricultural sources that is commingled with urban stormwater.
8. Springs.
9. Water from crawl space pumps.
10. Footing drains.
11. Flows from riparian habitats and wetlands.
12. Discharges from emergency fire fighting activities.

14.21.060 Conditional Discharges.

The following types of discharges shall not be considered illegal discharges for the purposes of this chapter, if they meet the stated conditions, or unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. These planned discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.
2. Lawn watering and other irrigation runoff. These discharges shall be minimized as set forth in Ch. 14.09 MMC.
3. De-chlorinated swimming pool discharges. These discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent re-suspension of sediments in the stormwater system.
4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. These discharges shall be permitted, if the amount of street wash and dust control water used is minimized. At active construction sites, street sweeping must be performed prior to washing the street.
5. Non-stormwater discharges covered by another NPDES permit. These discharges shall be in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations.
6. Other non-stormwater discharges. These discharges shall be in compliance with the requirements of a stormwater pollution prevention plan (SWPPP) reviewed and approved by the city, which addresses control of such discharges by applying AKART to prevent contaminants from entering surface or ground water.

14.21.070 Prohibition of Illicit Connections.

1. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.

2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this section, if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.

14.21.080 Access to premises.

1. As a condition of approval of stormwater facilities pursuant to this title, property owners shall be deemed to have permitted the city to enter and inspect premises subject to regulation under Title 14 MMC, as set forth in this section and as often as may be reasonably necessary to determine compliance with this title. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the city.
2. Premises owners, occupiers and their agents shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of this title and the performance of any additional duties as defined by state and federal law.
3. The city shall have the right to set up on any premises such devices as are necessary in the opinion of the Director to conduct monitoring and/or sampling of the stormwater discharge.
4. The city has the right to require premises owners, occupiers or their agents to install monitoring equipment as necessary. The monitoring equipment shall be maintained at all times in a safe and proper operating condition by the premises owners, occupiers, or their agents at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
5. Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the premises owner, occupiers or their agents at the written or oral request of the city and shall not be replaced. The costs of clearing such access shall be borne by the premises owner or occupier.
6. Unreasonable delays in allowing the city access to a premises is a violation of this chapter. A person who is the owner or operator of a premises commits an offense, if the person denies the city reasonable access to the premises for the purpose of conducting any activity authorized or required by this chapter.

14.21.090 Requirements to Prevent, Control, and Reduce Storm Water Pollutants by the Use of Best Management Practices (BMPs).

The Stormwater Manual sets forth approved Best Management Practices (BMPs). The owner or operator of a commercial or industrial establishment shall provide, at its own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system.

14.21.110 Watercourse Protection.

Every person owning or leasing property through which a watercourse passes, shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the

owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

14.21.120 Notification of Spills.

Notwithstanding other requirements of law, as soon as any person responsible for a premises or operation, or responsible for emergency response for a premises or operation has information of any known or suspected release of materials, which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the State flowing through the city, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the Public Works department in person or by phone or facsimile no later than the next business day. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence.

14.21.130 Suspension of MS4 Access.

A. Suspension due to Illicit Discharges in Emergency Situations.

The Director may, without prior notice, suspend water service, sanitary sewer service, and/or MS4 discharge access to a person, when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4. If the violator fails to comply with a suspension order issued in an emergency, the Director may take such steps as deemed necessary to prevent or minimize damage to the MS4, or to minimize danger to persons.

B. Suspension due to the Detection of Illicit Discharge.

Any persons discharging to the MS4 in violation of this chapter may have their water service, sanitary sewer service and/or MS4 access terminated, if such termination would abate or reduce an illicit discharge. The Director will notify a violator of the proposed termination of its water service, sanitary sewer service, and/or MS4 access.

14.21.140 Enforcement.

Enforcement of the provisions of this chapter shall be as set forth in Title 4 MMC. Included in the city's abatement costs that may be recovered under the provisions of Title 4 MMC are the costs of abatement, sampling, or monitoring costs incurred if a violator fails to comply with the provisions of this chapter.

14.21.150 Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by MMC Title 4 and this chapter, the director may impose upon a violator alternative compensatory actions, including but not limited to, such remedial actions as storm drain stenciling, attendance at compliance workshops, and creek cleanup.

14.21.160 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

14.21.170 Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards. Compliance with the standards established under this chapter does not relieve persons from any responsibility or obligation imposed pursuant to any other local, state, or federal regulation.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Ingraham Boulevard Corridor Improvements – <i>Condemnation Ordinance</i>	AGENDA SECTION: New Business
PREPARED BY: Patrick Gruenhagen, Project Manager	APPROVED BY: 
ATTACHMENTS: <ul style="list-style-type: none"> • Ordinance and Exhibit “A” Legal Descriptions • Excerpt from Washington Administrative Code 	
	MAYOR CAO
BUDGET CODE: 30500030.563000 R0502	AMOUNT: N/A

DESCRIPTION:

The City of Marysville and its agents recently began the property acquisition phase for the Ingraham Boulevard Corridor Improvement Project — for the purposes of constructing a segment of new four lane urban arterial between approximately the intersections of 67th Avenue NE/88th Street NE and Ingraham Boulevard/74th Drive NE.

Fair market value compensation will be offered to the property owners based upon appraised property value. If the City and the property owners cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings. A key reason for approving the attached ordinance at this time is for the benefit of the property owners so that the compensation they receive for the transfer of a portion of their property to the City will not be subject to real estate excise tax. As the attached **WAC 458-61A-206** states:

“Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a government entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.”

<p>RECOMMENDED ACTION: Staff recommends that the Council authorize the Mayor to approve the Ordinance authorizing the condemnation, appropriation, taking, and damaging of land and other property for the construction of new road corridor along Ingraham Boulevard from approximately 67th Avenue NE to 74th Drive NE.</p>
<p>COUNCIL ACTION:</p>

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND OTHER PROPERTY FOR THE CONSTRUCTION OF INGRAHAM BOULEVARD BETWEEN 67TH AVENUE NE AND 74TH DRIVE NE.

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

1. Public safety, convenience, use and necessity demand the construction of Ingraham Boulevard between 67th Avenue NE and 74th Drive NE in order to provide an additional east-west connection between Interstate 5 and State Route 9 and to meet access requirements for Getchell High School.

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

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

Fund No. 305 (GMA-Street)

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

4. The City and the property owner have been unable to agree upon the compensation to be paid for the **EXHIBIT "A"** property.

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

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

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

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

2. The use of the property described in **EXHIBIT "A"** is for construction of Ingraham Boulevard, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBIT "A"** are hereby condemned, appropriated, taken and damaged for the purpose of constructing Ingraham Boulevard. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

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

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

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

PASSED by the City Council and APPROVED by the Mayor this ____ day of July, 2009.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT "A"

**CITY OF MARYSVILLE
88TH ST NE
RW TAKE AREA- FISHER PARCEL**

**Roth Hill Engineering Partners
February 11, 2009**

That portion of the following described real property:

Property Description

Lot 4, Emerald Farms Addition, according to the Plat thereof recorded in Volume 36 of Plats, Page 26, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

further described as follows:

Take Area Description:

That portion of the above-described real property further described as follows:

Beginning at the southeast corner thereof;

Thence northeasterly along the easterly property line of said Lot 4 North 04°12'44" East 9.32 feet, more or less, to the beginning of a non-tangent curve concave to the northwest having a radius of 660.00 feet, said curve being concentric with and distant 40.00 feet northerly from the centerline of 88th St NE, center of said curve bearing North 09°52'50" West;

Thence southwesterly along said curve to the right through a central angle of 07°03'32", an arc distance of 81.31 feet, more or less, to the southerly property line of said Lot 4;

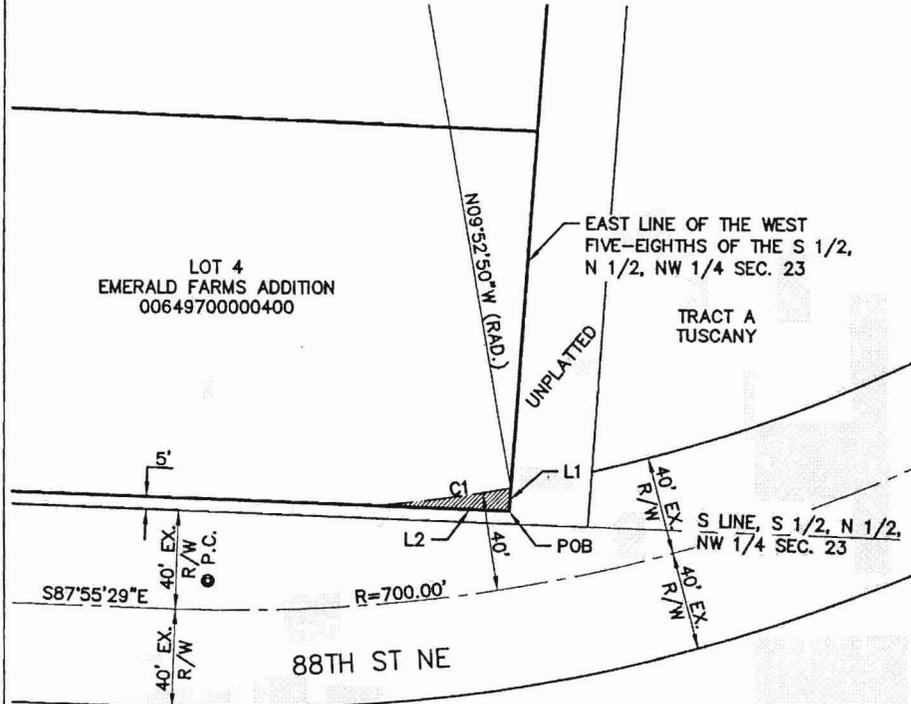
Thence southeasterly along said southerly property line South 87°55'29" East 55.27 feet, more or less, to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.



F:\0000\00467.000\ROW TAKING\ROW TAKE A-DRK-11FEB09.DOC

EXHIBIT "B"

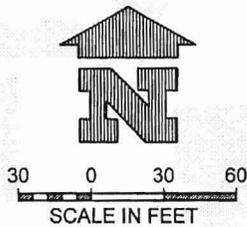


	BEARING	LENGTH
L1	N04°12'44"E	9.32'
L2	S87°55'29"E	55.27'

	DELTA	RADIUS	LENGTH
C1	07°03'32"	660.00'	81.31'

REFERENCES:

- 1) PLAT OF EMERALD FARMS ADDITION, RECORDED IN VOLUME 36 OF PLATS, PAGE 26, RECORDING NO. 7608020152, RECORDS OF SNOHOMISH COUNTY, WASHINGTON
- 2) PLAT OF TUSCANY, RECORDED IN VOLUME 61 OF PLATS, PAGES 196-202, RECORDING NO. 9606065008, RECORDS OF SNOHOMISH COUNTY, WASHINGTON
- 3) SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT, RECORDING NO. 9603215001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON



NOTE: THIS INFORMATION DOES NOT REPRESENT A BOUNDARY SURVEY OR PROPERTY OWNERSHIP

EASEMENT
AREA=235± SQ.FT.

NE 1/4, NW 1/4, SEC 23, T 30 N., R 5 E., W.M.

RothHill
Engineering Partners, LLC
2600 116th Avenue NE #100
Bellevue, Washington 98004
Tel 425.869.9448

CITY OF MARYSVILLE
88TH ST NE
RIGHT OF WAY TAKE AREA

/wpf/mv/stat

SCALE 1"=60'	PLOTTING DATE 2/11/09	DRAWN DRK	FILE PATH F:\0000\00467\ LDDIEAS	CHECKED MJL
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WAC 458-61A-206 Condemnation proceedings. (1) Introduction. Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a government entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.

(2) Transfer must be to a governmental entity. To qualify for this exemption, the threat of condemnation or the exercise of eminent domain must be made by a governmental entity with the actual power to exercise eminent domain.

(3) Threat to exercise eminent domain must be imminent. To qualify for this exemption, the governmental entity must have either filed condemnation proceedings against the seller/grantee; or:

(a) The governmental entity must have notified the seller in writing of its intent to exercise its power of eminent domain prior to the sale; and

(b) The governmental entity must have the present ability and authority to use its power of eminent domain against the subject property at the time of sale; and

(c) The governmental entity must have specific statutory authority authorizing its power of eminent domain for property under the conditions presented.

(4) Inverse condemnation. Inverse condemnation occurs when the government constructively takes real property even though formal eminent domain proceedings are not actually taken against the subject property. The seller must have a judgment against the governmental entity, or a court approved settlement, based upon inverse condemnation to claim the exemption.

(5) Examples. The following examples, while not exhaustive, illustrate some of the circumstances in which a sale to a governmental entity may or may not be exempt on the basis of condemnation or threat of eminent domain. The status of each situation must be determined after a review of all the facts and circumstances.

(a) The Jazz Port school district wants to purchase property for a new school. An election has been held to authorize the use of public funds for the purchase, and the general area for the site has been chosen. In order to proceed, the district will need to obtain a five-acre parcel owned by the Fairwood family. The district has been granted authority to obtain property by the use of eminent domain if required. The district has notified the Fairwoods in writing of its intention to exercise its powers of eminent domain if necessary to obtain the land. The Fairwoods, rather than allowing the matter to proceed to court, agree to sell the parcel to the Jazz Port district. The school district will use the parcel for construction of the new school. The conveyance from the Fairwoods to Jazz Port school district is exempt from real estate excise tax because the transfer was made under the imminent threat of the exercise of eminent domain.

(b) The Sonata City Parks Department has the authority to obtain land for possible future development of parks. The department would like to obtain waterfront property for preservation and future development. They approach Frankie and Chaz Friendly with an offer to purchase the Friendlys' 20-acre waterfront parcel. The Parks Department does not have a current appropriation for actual construction of a park on the site, and the City Council has not specifically authorized an exercise of eminent domain to obtain the subject property. The conveyance from the Friendlys to the city is subject to the real estate excise tax, because the transfer was not made under the imminent threat of the exercise of eminent domain.

[Statutory Authority: RCW 82.32.300, 82.01.060(2), and 82.45.150 . 05-23-093, § 458-61A-206, filed 11/16/05, effective 12/17/05.]

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/27/09

AGENDA ITEM: Extensions of Development Approval Expiration Periods and Substantial Revisions of County Approved Plats	AGENDA SECTION: New Business	
PREPARED BY: Libby Grage, Associate Planner <i>JG</i>	APPROVED BY: 	
ATTACHMENTS: 1. Memo to Gloria Hirashima dated 5/6/09 2. PC minutes dated 5/26/09 & 6/23/09 3. Ordinance		
	MAYOR <i>DZK</i>	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Planning Commission (PC) held a Public Hearing on June 23, 2009 to review proposed amendments to Sections 15.09.080, 16.04.010, 19.52.090, 20.12.120, 20.20.080 and 20.48.050 regarding extensions of development approval expiration periods, and adoption of Section 20.12.130 MMC regarding substantial revisions of county-approved plats. The proposed amendments extend the approval periods for subdivisions, short subdivisions, conditional use permits, binding site plans, construction plans and building permits. The amendments also provide for a one-time extension of the approval periods, beyond what is currently provided for, if an applicant meets certain criteria. The amendments relating to the one-time approval extensions include a sunset date of December 31, 2011, at which point application for an extra extension could no longer be made. The adoption of Section 20.12.130 and provides for, and outlines conditions for, Hearing Examiner approval of substantial revisions to plats that were approved by Snohomish County and are now within City limits.

The PC received testimony at the public hearing, following public notice. The PC made a motion to forward a recommendation of approval of the proposed amendments to Marysville City Council for adoption by ordinance.

RECOMMENDED ACTION: Affirm the PC's Recommendation and adopt the amendments to Sections 15.09.080, 16.04.010, 19.52.090, 20.12.120, 20.20.080 and 20.48.050 and to adopt Section 20.12.130 MMC.
COUNCIL ACTION:



TCOMMUNITY DEVELOPMENT DEPARTMENT

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

MEMORANDUM

DATE: May 6, 2009
TO: Gloria Hirashima, Community Development Director
FROM: Libby Grage, Associate Planner
RE: Extensions

CC: Cheryl Dungan, Planning Manager – Land Use

INTRODUCTION

The purpose of this staff report is to provide information regarding the attached ordinance proposing amendments to Section 15.09.080, *Construction plan approval*, Section 16.04.010, *Adoption by reference, exclusions and exemptions* (Building Permits), Section 19.52.090 MMC, *Planning director review – Time limitations* (Conditional Use Permits), Section 20.12.120 MMC, *Limitations on approval* (Subdivisions), Section 20.20.080 MMC, *Time limits for action* (Short Subdivisions), and Section 20.48.050, *Time limitation for action* (Binding Site Plans).

The proposed amendments are in response to a building industry request to allow an extension of the expiration timeframe for preliminary subdivision and short subdivision approval. There are also other types of permits, such as Conditional Use Permits, Binding Site Plans, Construction Plans and Building Permits that have limitations on the length of time an applicant has to complete a project.

The proposed amendments to Section 20.12.120 MMC, *Limitations on approval*, Section 20.20.080 MMC, *Time limits for action*, Section 20.48.050, *Time limitation for action* and Section 19.52.090 MMC, *Planning director review – Time limitations*, would provide a one-time extension of up to three years for preliminary subdivision, short subdivision, Binding Site Plan and Condition Use Permit (CUP) applicants to request and complete final approval of their projects. The proposed amendment to Section 15.09.080 MMC would provide additional language clarifying that construction plans are valid for sixty months or until the corresponding land use application is expired (including any extensions). The proposed amendment to Section 16.04.010 MMC would provide for a two-year time frame within which issued building permits are valid, with two, one-year extensions, and one possible third extension.

BACKGROUND

Due in large part to the national economic recession, the regional housing market has severely declined and the ability for homebuilders to secure credit from financial institutions has become considerably more difficult. The local building industry has been significantly impacted by these issues and is now faced with the ongoing threat of job losses and business closures in land development and housing-related industries.

Stakeholders in the building industry believe that bold actions are needed at all levels of government to spur housing and economic recoveries. One of the actions suggested as part of a housing stimulus plan at the local level includes extending the time period applicants have to file for and complete final subdivision and short subdivision approval. Taking this action may allow home builders increased terms for debt recovery and provide the time needed to obtain financing and complete construction.

Pursuant to Revised Code of Washington (RCW) 58.17.140 the City is free to adopt procedures by ordinance which would allow extensions of time that may or may not contain additional or altered conditions and requirements.

EXISTING CODE STRUCTURE

Subdivisions

Provisions in MMC 20.12.120 govern the time period an applicant has to file for and complete final subdivision approval. Beginning on the date the preliminary subdivision is approved (“The five-year time frame shall commence from the effective date of the *ordinance or resolution*”), the applicant has five years to file for and complete final subdivision approval or the preliminary approval will expire. The provisions currently allow the City Council to grant an extension of one year provided the applicant files a written request with the city council requesting the extension at least 30 days before preliminary plat expiration, and has attempted in good faith (i.e. demonstrated substantial progress) to submit the final plat within the five-year time period.

Short Subdivisions

Provisions in MMC 20.20.080(2) govern the time period an applicant has to file for and complete final short subdivision approval. For short plats where no public improvements are required, the applicant currently has one year from the date of preliminary approval to obtain final short subdivision approval. For short plats where there are required public improvements, the applicant currently has three years from the date of preliminary approval to obtain final short subdivision approval. The provisions currently allow the Planning Director to grant a one-year extension provided the applicant files a written request with the director at least 30 days before preliminary short plat expiration, and has attempted in good faith to submit the final plat within the three-year time period.

Conditional Use Permits

Provisions in MMC 19.52.090 govern the length of the approval period for Conditional Use Permits (CUPs). Currently, CUPs are valid for two years (five years for schools) from issuance or date of the final appeal decision. The time limit may be extended one additional year by the planning director or the hearing examiner if the applicant provides written justification prior to the expiration of the time limit. **A permit is effective indefinitely once any required conditions of approval have been met.**

Binding Site Plans

Provisions in MMC 20.48.050 govern the time period an applicant has to file for and complete final binding site plan approval. Beginning on the date the preliminary binding site plan approval is approved the applicant has three years to file for and complete final binding site plan approval or the preliminary approval will expire. The provisions currently allow the Planning Department to grant an extension of one year provided the applicant files a written request with the department requesting the extension at least 30 days before preliminary binding site plan expiration, and has attempted in good faith (i.e. demonstrated substantial progress) to submit the final binding site plan within the three-year time period.

Construction Plans

Provisions in MMC 15.09.080 govern the length of the approval period for construction plans. Currently, construction plans are approved for a period of 60 months from the date the City signs the “City of Marysville Construction Drawing Review Acknowledgement” block on the plans, **or upon (until?) the expiration of preliminary plat or site plan approval.** The provisions currently allow the city to grant an extension of up to 12 months provided that the applicant submits a letter requesting the extension to the public works director or designee and demonstrates that substantial progress has been made by the applicant to complete construction of the approved project.

Building Permits

Provisions in MMC 16.04.010 adopt by reference the International Building Code. Provisions in the Section 105.3.2 of the 2006 International Building Code govern the length of approval for building permits. Currently, the building official may grant one or more extensions of time, for periods of up to 180 days each provided the applicant submits a request in writing and justifiable cause is demonstrated.

PROPOSED CODE STRUCTURE

Subdivisions

The Community Development Department has attached a draft ordinance. The proposed ordinance amends MMC 20.12.120 to add a provision that allows **City Council** to grant one, 36-month extension, minus the length of any pre-existing extension, thereby allowing applicants up to a

total of eight years to file for and complete final subdivision approval. The provision would apply to all unexpired preliminary subdivisions which received preliminary approval on or prior to December 31, 2007, provided that the applicant or successor: 1.) files with the **department/council** a statement that final subdivision approval will be delayed as a result of an inability of the applicant to secure financing; and 2.) is current on all invoices for work performed by the department on the subdivision review. The provision for the 36-month extension would expire on December 31, 2011.

Note:

The following would be affected by the proposed change:

- 5 city plats totaling 227 lots
- 11 county plats totaling 631 lots

Short Subdivisions

MMC 20.20.080(2) would be amended to increase the amount of time an applicant has to file for and complete final short subdivision approval to five years. This provision would apply only to short subdivisions that submit complete applications after the effective date of this ordinance. Short subdivisions applications that are pending or that have been granted preliminary approval would not be impacted by the timeframe increase. It should also be noted that preliminary short subdivisions that have been granted preliminary approval by Snohomish County, and have been annexed to the City, are currently allowed five years to receive final short subdivision approval.

MMC 20.20.080(2) would also be amended to allow the Community Development Director to grant one, 36-month extension, minus the length of any pre-existing extension, thereby allowing applicants up to a total of six or eight years to file for and complete final short subdivision approval. The provision would apply to all unexpired preliminary subdivisions which received preliminary approval on or prior to December 31, 2008 provided that the applicant or successor: 1.) files with the **department/council** a statement that final subdivision approval will be delayed as a result of an inability of the applicant to secure financing; and 2.) is current on all invoices for work performed by the department on the subdivision review. The provision for the 36-month extension would expire on December 31, 2011.

Note:

The following would be affected by the proposed change:

- 10 city short plats totaling 59 lots
- 8 county short plats totaling 43 lots

Binding Site Plans

MMC 20.48.050 would be amended to increase the amount of time an applicant has to file for and complete final binding site plan approval to five years and to allow the Community Development Director to grant one, 36-month extension, minus the length of any pre-existing extension, thereby

allowing applicants up to a total of six years to file for and complete final subdivision approval. The provision for the 36-month extension would expire on December 31, 2011.

Note:

The following would be affected by the proposed change:

- 6 binding site plans (Family Fun Center, Northpointe Industrial Park, Northsound Corporate Park, AHM, Raj India, Whitfield)

Conditional Use Permits

MMC 19.52.090 would be amended to allow the Community Development Director to grant one, 36-month extension, minus the length of any pre-existing extension, thereby allowing applicants up to a total of five years to complete projects requiring CUP approval. The provision for the 36-month extension would expire on December 31, 2011.

Note:

The following would be affected by the proposed change:

- Two conditional use permits (Heritage Propane & Kazen CUP)

Construction Plans

MMC 15.09.080 would be amended to clarify that construction plans are approved for 60 months **OR** until the corresponding subdivision, short subdivision, binding site plan or conditional use permit is expired (including any extensions that are granted).

Building Permits

MMC 16.04.010 would be amended to provide for a two-year time frame in which an issued building permit is valid, and two possible one-year extensions. Also, a third extension may be granted by the building official where substantial work has not yet commenced with the applicant 1.) Files a statement that substantial work has not commenced as a result of an inability to secure financing to commence construction; 2) Pays the applicable permit extension fees; and 3) There are no substantial changes in the approved plans or specifications.

Becky Foster 15524 Smokey Point Blvd. Marysville WA 98270

Ms. Foster also expressed her objection to the proposed Propane Distribution center. She felt that it would be a terrible eyesore at the gateway of North Marysville. Ms. Foster was also concerned that if and when the overpass is constructed, there would not be enough room between the signal and the driveway for the trucks; adding that currently trucks are driving across her property to complete the turn into the driveway. She felt that allowing an industrial use like propane in a commercial area was a terrible idea.

There was further discussion regarding this particular site and its uses.

PUBLIC HEARING:

None

NEW BUSINESS:

Plat, Construction Plan, Permit Extension Ordinance

Ms. Hirashima gave a briefing of the Ordinance regarding Plat Extensions, Constructions Plan and Permit Extensions. She stated that they had had builders and developers come to the city requesting some type of relief due the current economic situation. Staff was recommending that changes and extensions be made to allow more time for permits. She introduced the current timelines as well as the proposed timeline extensions. Conditional Use permits would also be extended 36 months. Commissioner Stevens questioned whether this was for only existing permits or for new applicants as well. Ms. Hirashima stated that new applicants could be included, but that the sunset date of 2011 would eliminate the need.

Chair Muller questioned if there were many requests for modifying existing permits. Ms. Hirashima stated that there had been a few and that there were provisions for minor modifications on a case by case basis. She gave some specific examples of sites that had requested modifications to be more compatible with the current market. Ms. Hirashima added that City and County regulations would not be eliminated completely under the proposed ordinance, but it would give some room for modification.

Commissioner Leifer questioned the cost of extension fees. Ms. Hirashima was not sure, but did not think that the fee was very much. He clarified the provisions in the proposed Ordinance and the limits on number of extensions that could be had.

Ms. Hirashima added that requests had been received from Master Builders. Staff had looked at other City and County codes and that this proposed ordinance was a conglomeration of those. She hoped that it would be brought to hearing in the next couple of meetings. More discussion was had regarding timelines of permits.

Hirashima stated that she thought it would be based on actual costs. The administrative overhead would be a fixed amount, but the other fees would be actual costs incurred. The attorney fees were meant to be an incentive for the insurance company to release the bond.

Motion made by Commissioner Leifer, seconded by Commissioner Andes to forward the proposed Security for Performance Maintenance and Amendments to Chapters 19.6, 19.24, 19.28, 19.42, 20.42 and 20.56 to City Council. Motion carries, (5-0).

Time Limitations for Land Use Approvals

Ms. Hirashima passed out a letter received from Master Builders Association to the Commissioners. She stated that the hearing had been properly advertised per Code. Ms. Hirashima then gave an overview of each section of the proposed amendments, including existing and proposed time limitations. The sunset period for these amendments would be December 31, 2011. Commissioner Foster stated that she did not feel this was a long enough time frame. Clarification was made that the extensions would remain after this sunset period; the restriction was for application only.

Commissioner Andes questioned if this was automatic or if each builder would have to apply for the extensions. Ms. Hirashima stated that each builder would have to apply, it was not automatic. The fee or lack of, for such extension applications was discussed.

Commissioner Leifer questioned the pre-application fee again. Ms. Hirashima stated that she agreed that it should be six months, not 90 days as it currently is, and that this would be looked at.

The Hearing was opened for Public Testimony. A letter from Master Builders Association on June 23, 2009 in support of these permit extensions was read into record. Public Testimony was closed.

Motion made by Commissioner Foster, seconded by Emery to forward the Revisions to Time Limitations for Preliminary Plats, Binding Site Plans, Short Plats, Constructions Plans, Building Permits and other land use approvals, amending MMC 19.52, 20.12, 20.20, 20.48 and adding a new section 20.12.130. to City Council. Motion carries, (5-0).

**CITY OF MARYSVILLE
Marysville, Washington**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO EXTENSIONS OF DEVELOPMENT APPROVAL EXPIRATION PERIODS, RELATING TO SUBSTANTIAL REVISIONS OF COUNTY APPROVED PLATS, AND AMENDING SECTIONS 15.09.080, 16.04.010, 19.52.090, 20.12.120, 20.20.080, AND 20.48.050, and ADOPTING SECTION 20.12.130, OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, in order to prevent the expiration of preliminary subdivisions, short subdivisions, conditional use permit, binding site plan, construction plan and building permit approvals during the national economic crisis, extensions of expiration periods for preliminary subdivision, short subdivision, conditional use permit, binding site plan, construction plan and building permit approvals are needed; and

WHEREAS, the expiration of preliminary subdivision, short subdivision, conditional use permit, binding site plan, construction plan and building permit approvals adversely affects financial institutions and other investors that have provided financing in support of development proposals; and

WHEREAS, providing a longer extension of preliminary subdivision, short subdivision, conditional use permit, binding site plan, construction plan and building permit approvals to allow applicants to file for and complete final approval may help stave off business closures and further job losses; and

WHEREAS, allowing applicants to request up to a 36-month extension of preliminary subdivision, short subdivision, conditional use permit and binding site plan approval would allow for better debt recovery and provide property owners the time needed for financing and construction; and

WHEREAS, allowing applicants to request up to three, one-year extensions of building permits would allow for better debt recovery and provide property owners the time needed for financing and construction; and

WHEREAS, allowing substantial revisions of County approved preliminary plats that are no longer developable due to adverse market conditions would allow property owners/developers to retain vested rights for specified, limited County land use regulations and would allow the City to obtain infrastructure benefits and compliance with all other current City land use regulations; and

WHEREAS, the Revised Code of Washington (RCW) 58.17.140 allows cities, towns, or counties to adopt by ordinance procedures which would allow extensions of time to obtain final plat approval; and

WHEREAS, the City Council finds that it is in the best interest of citizens of the City of Marysville and the local economy to make available a longer extension of preliminary subdivision, short subdivision, conditional use permit, binding site plan, construction plan and building permit approvals to allow applicants sufficient time to complete construction;

WHEREAS, the City Council was briefed by City staff on _____, 2009 and held a public hearing on _____, 2009, to consider the entire record on the proposed amendments and to hear public testimony on this ordinance.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Marysville Municipal Code Section 15.09.080 is amended to read as follows:

15.09.080 Construction plan approval.

(1) Construction plans for projects reviewed under the development code shall be approved for a period of 60 months from the date the city signs the “City of Marysville Construction Drawing Review Acknowledgement” block included on the civil construction plans or ~~upon~~ until expiration of the preliminary plat, preliminary short plat, binding site plan, conditional use permit or site plan approval.

(2) The city may grant an extension of up to 12 months, if substantial progress has been made by the applicant to complete construction of the approved project. Extensions shall be considered on a case by case basis by the public works director or designee and will require a letter to be submitted to the city requesting the extension. Said letter shall demonstrate that the project has made substantial construction progress, the reason for the extension request, and an estimated timeline for completion of construction.

(3) When the approval period (or any extension thereof) expires, the city’s approval of the construction plans shall be deemed automatically withdrawn. In order to receive further consideration by the city after such expiration and automatic withdrawal, construction plans must be re-submitted and must comply with then current code requirements.

Section 2. Marysville Municipal Code Section 16.04.010 is amended to read as follows:

16.04.010 Adoption by reference, exclusions and exemptions.

(1) Certain documents, copies of which are on file in the office of the building official of the city of Marysville, being marked and designated as the “International Building Code and the International Residential Code, and the International Building Code Standards, 2006 Edition,” published by the International Code Council, except for the provisions in subsections (3), ~~(4)~~ and ~~(4)~~ ~~(5)~~ of this section, are adopted as the building code of the city of Marysville for regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures in the city of Marysville, providing for the issuance of permits and the collection of fees therefor, and providing for penalties for the violation thereof. Each and all of the regulations, provisions, penalties, conditions and terms of said code are incorporated and made a part of this chapter as if fully set forth in this chapter.

(2) IBC and IRC Sections 101.1 Title. These regulations shall be known as the building code of the city of Marysville, Washington, hereinafter referred to as “this code.”

(3) Exclusions from Adoption by Reference. The following IBC Section 101.4 referenced codes are excluded and not adopted by reference as the building code for the city of Marysville:

- 101.4.1 Electrical
- 101.4.4 Plumbing
- 101.4.5 Property Maintenance
- 101.4.7 Energy
- Chapter 34 Existing Buildings

(4) Section 105.5 of the International Building Code is not adopted and the following is substituted:

Expiration (IBC 105.5). Every permit issued by the building official under the provisions of the code shall expire by limitation and become null and void two (2) year(s) from the date of issue. Issued permits may be extended for one year periods subject to the following conditions:

1. An application for permit extension together with the applicable fee is submitted to the community development department at least seven (7), but no more than sixty (60), calendar days prior to the date the original permit becomes null and void. Once the permit extension application is submitted, work may continue past the expiration date of the original permit, provided that the extension application is not denied. If the extension application is denied, all work must stop until a valid permit is obtained.
2. If construction of a building or structure has not substantially commenced, as determined by the building official, within two years from the date of the first issued permit and the building and the structure is no longer authorized by the zoning code or other applicable law, then the permit shall not be extended.
3. An applicant may request a total of two permit extensions, provided there are no substantial changes in the approved plans and specifications.
4. The building official may extend a building permit beyond the second extension only to allow completion of a building, structure or mechanical system, which is authorized by the original permit and substantially constructed. If substantial work, as determined by the building official, has not commenced on a building and/or structure authorized in the original permit, then a new permit will be required for construction to proceed.
5. The building official may revise a permit at the permittee's request, but such a revision does not constitute a renewal or otherwise extend the life of the permit.

EXCEPTION: Until December 31, 2011, a third extension may be granted by the building official for building permits where substantial work has not commenced, if:

1. The applicant provides a sworn and notarized declaration that substantial work has not commenced as a result of adverse market conditions and inability to secure financing to commence construction;

2. The applicant pays applicable permit extension fees; and
3. There are no substantial changes in the approved plans or specifications.

~~(4)~~ (5) Work Exempt from Permits. For purposes of Marysville Municipal Code, both IBC and IRC Sections 105.2, Work exempt from permit, are amended to read as follows:

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any laws or ordinance of this jurisdiction. Permits shall not be required for the following:

Building:

1. One story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.
2. Fences not over 6 feet high.
3. Oil derricks.
4. Retaining walls which are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or III-A liquids.
5. Water tanks supported directly on grade in the capacity does not exceed 5,000 gallons and ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks, platforms, decks and driveways not more than 30 inches above grade and not over any basement or story below and which are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television, and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to Group R-3 occupancy, as applicable in Section 101.2, which are less than 24 inches deep, which do not exceed 5,000 gallons and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family dwellings.

12. Window awnings supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3, as applicable in Section 101.2, and Group U occupancies.
13. Moveable cases, counters and partitions not over 5 feet 9 inches in height.

Section 3. Marysville Municipal Code Section 19.52.090 is amended to read as follows:

19.52.090 Planning director review – Time limitations.

Permit approvals which are subject to review per MMC 19.52.040 shall have a time limit of two years from issuance or date of the final appeal decision, whichever is applicable, in which any required conditions of approval must be met; however, conditional use approval for schools shall have a time limit of five years. The time limit may be extended one additional year by the planning director or the hearing examiner if the applicant provides written justification prior to the expiration of the time limit. For the purpose of this chapter, issuance date shall be the date the permit is issued or date upon which the hearing examiner's decision is issued on an appeal of a permit, whichever is later. A permit is effective indefinitely once any required conditions of approval have been met.

Exception: Effective until December 31, 2011, a one-time, 36-month time extension, less any previously approved one-year extension, may be granted by the Community Development Director for any unexpired Conditional Use Permit approved prior December 31, 2009, if the applicant or successor:

- a. Files with the Community Development Director a sworn and notarized declaration that final short subdivision approval will be delayed as a result of adverse market conditions and an inability of the applicant to secure financing; and
- b. Is current on all invoices for work performed by the department on the short subdivision review.

Section 4. Marysville Municipal Code Section 20.12.120 is amended to read as follows:

20.12.120 Limitations on approval.

Final subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary subdivision approval is void. The five-year time frame shall commence from the effective date of the ~~ordinance or resolution~~ decision approving the subdivision. An extension may be granted by the city council for one year if the applicant has attempted in good faith to submit the final plat within the five-year time period; provided, however, the applicant must file a written request with the city council requesting the extension at least 30 days before expiration of the five-year period.

Exception: Effective until December 31, 2011, a one-time, 36-month time extension, minus any previously approved time-extension, may be granted by City Council for any unexpired preliminary plat approved prior to December 31, 2007, if the applicant or successor:

- a. Files with the City Council a sworn and notarized declaration that final subdivision approval will be delayed as a result of adverse market conditions and inability of the applicant to secure financing; and
- b. Is current on all invoices for work performed by the department on the subdivision review.

Section 5. Marysville Municipal Code Section 20.20.080 is amended to read as follows:

20.20.080 Time limits for action.

(1) Approval Within 60 Calendar Days. Preliminary short subdivisions shall be approved, disapproved or returned to the applicant within 60 calendar days from the date of filing a complete application, unless the applicant consents to a written extension of such time period; provided, that if an environmental impact statement is required as provided in RCW 43.21C.030, the time period shall not include the time spent preparing and circulating the EIS.

(2) Limitation on Approval.

~~(a) Where there are no required public improvements, final short subdivision approval must be obtained within one year of the city's preliminary approval, after which time the preliminary short subdivision approval is void.~~

~~———— (b) Where there are required public improvements, final short subdivision approval must be obtained within three years of the city's preliminary approval, after which time the preliminary approval is void, provided that an applicant who files a written request with the planning director at least 30 days before the expiration of this three-year period may be granted a one-year extension upon a showing that the applicant has attempted in good faith to submit the final short plat within the three-year period.~~

(a) Final short subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary short subdivision approval is void. The five-year time frame shall commence from the effective date of the decision approving the short subdivision. An extension may be granted by the Community Development Director for one year if the applicant has attempted in good faith to submit the final short plat within the five-year time period; provided, however, the applicant must file a written request with the Community Development Director requesting the extension at least 30 days before expiration of the five-year period.

Exception: Effective until December 31, 2011, a one-time, 36-month time extension, less any previously approved one-year extension, may be granted by the Community Development Director for any unexpired preliminary short plat approved prior December 31, 2008, if the applicant or successor:

- a. Files with the Community Development Director a sworn and notarized declaration that final short subdivision approval will be delayed as a result of adverse market conditions and inability of the applicant to secure financing; and
- b. Is current on all invoices for work performed by the department on the short subdivision review.

(3) A short subdivision application shall not be deemed as filed until all of the application requirements of this title have been met at which time the city shall indicate by sending a letter to the applicant within 21 calendar days from receipt of the application.

(4) Records. All records of the proceedings concerning the preliminary short subdivision shall be kept in the planning department.

Section 6. Marysville Municipal Code Section 20.48.050 is amended to read as follows:

20.48.050 Time limitation for action.

The applicant must complete all conditions of preliminary approval within ~~three~~ five years following the date of preliminary approval, after which the preliminary approval is void. An extension may be granted by the planning department for one year if the applicant has attempted in good faith to complete the requirements of preliminary approval within the original time period; provided, however, the applicant must file a written request with the planning department requesting the extension at least 30 days prior to the expiration of the original time period. If the binding site plan was approved through the public review process this extension request must be made to the city council.

Exception: Effective until December 31, 2011, a one-time, 36-month time extension, less any previously approved one-year extension, may be granted by the Community Development Director for any unexpired Binding Site Plan approved prior December 31, 2008, if the applicant or successor:

- a. Files with the Community Development Director a sworn and notarized declaration that final short subdivision approval will be delayed as a result of adverse market conditions and inability of the applicant to secure financing; and
- b. Is current on all invoices for work performed by the department on the short subdivision review.

Section 7. The city council intends that no preliminary subdivision, short subdivision, conditional use permit, binding site plan, construction plans or building permit be extended for a total of more than three years. Some applicants already may have obtained an extension of preliminary approval from the City of up to one year under the current code. In such cases, an extension of approval by the City may not exceed three years minus the length of the pre-existing extension. For example, an applicant that has received a one-year extension under the current version of the MMC may receive up to an additional two-year extension under the amendments adopted by this ordinance.

Section 8. Chapter 20.12 of the Marysville Municipal Code is hereby amended by adopting MMC 20.12.130 to read as follows:

20.12.130 Substantial Revisions of County Approved Preliminary Plats.

The Hearing Examiner may determine that applications for substantial revisions of preliminary plats that were approved by Snohomish County be approved, based on the following circumstances and conditions:

- (1) The preliminary plat was approved by Snohomish County in compliance with all County land use requirements that were applicable when the complete application was submitted to the County;
- (2) All conditions of County approval have been satisfied, including construction and/or installation of all required infrastructure;
- (3) The property owner/developer has provided a sworn and notarized declaration that the preliminary plat approved by the County can no longer be developed due to adverse market conditions and the inability to secure financing;

(3) The City Council and the property owner/developer have entered into a development agreement pursuant to Ch. 36.70B RCW, which provides for the property owner/developer to retain vested rights for compliance with specified, limited County land use regulations in consideration of construction and/or installation of all County required infrastructure and submittal to the City of a new preliminary plat application that complies with all other City land use regulations; and
(4) The City's SEPA Responsible Official has determined that the new preliminary plat application and development agreement comply with the State Environmental Policy Act.

Section 9. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by the Growth Management Hearings Board (Board) or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or a court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED by the City Council and approved by the Mayor this _____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, MAYOR

ATTEST:

By _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: PA 09021 – Security for Performance and Maintenance	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Planning Manager – Land Use	APPROVED BY: 	
ATTACHMENTS: 1. Memo dated 06/19/2009 2. PC minutes dated 05/26/2009 & 06/23/2009 3. Ordinance		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The proposed ordinance addresses security for performance and maintenance for land development and construction. The purpose of the performance and maintenance security is to ensure that infrastructure is constructed to City standards and to insure warranty to City standards.

As a result of the current economic crisis, there have been numerous development defaults on new development. The accuracy of the warranty amount and the constraints on the security have resulted in the bonds falling short of the actual costs of construction and money being spent on attorney fees to obtain the bond money.

The proposed ordinance will strengthen the performance and maintenance standards and provide for greater consistency in the devices accepted by the City.

The Planning Commission (PC) received testimony at the public hearing, following public notice. The PC made a motion to forward a recommendation of approval of the proposed ordinance to Marysville City Council for adoption.

RECOMMENDED ACTION: Affirm the PC’s Recommendation adding a new Chapter “Security for Performance and Maintenance” and amending the following Section(s): MMC 15.20.010; MMC 19.16.030; MMC 19.24.150(2); MMC 19.24.270(2); MMC 19.24.300(3); MMC 19.28.060(2); MMC 19.38.040(8); MMC 19.48.080; MMC 19.42.130(9); MMC 20.24.240; MMC 20.24.260; MMC 20.56.270; and MMC 20.56.290 by ordinance.
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COUNCIL ACTION:



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

DATE: June 19, 2009
TO: Planning Commission
FROM: Gloria Hirashima, Community Development Director
SUBJECT: Performance Security Requirements

SUMMARY

The proposed ordinance addresses security for performance and maintenance for land development and construction. The purpose of performance and maintenance security is to ensure that infrastructure is constructed to City standards and to insure warranty to City standards. These provisions ultimately protect the citizens of the City and hold development accountable for the timely completion and maintenance of improvements.

The performance and maintenance securities are held by the City, as securities for ensuring developer performance and ultimately to enable the City to complete performance on land development in the event of a developer default. In periods of strong economic growth and prosperity, the performance and warranty securities are rarely utilized by the City, as developments progress relatively rapidly from entitlement approvals to plat construction to building permit and occupancy. It is not the City's desire to act as developer and the security is considered a fail-safe in the unlikely event of a developer default.

With the current economic situation we have been severely impacted in the city of Marysville and the ultimate use of the performance and security devices has been tested. There have been numerous development defaults on new development. Marysville (98270) is one of the areas most impacted by residential foreclosures in Snohomish County. These numbers are particularly high due to the number of lots within plats that have been foreclosed upon. This has a direct impact on the city when these subdivisions are still under performance and maintenance security, as city staff must then coordinate remaining improvements with the bank or new owners. The accuracy of the warranty amounts and the constraints on the security have been subjected to intense scrutiny by both the city and the new parties. We have discovered that the standards of performance and maintenance security can be improved to better protect the city and the citizens of Marysville.

The proposed ordinance will strengthen the performance and maintenance standards and provide for greater consistency in the devices accepted by the City. The City Attorney's office worked with Community Development staff to identify needed improvements in the security requirements. This followed our experiences with utilizing current devices and provisions. In many respects, the

current environment has allowed us to field test the performance of our current regulations, subjecting the current regulations and forms to intense scrutiny by developers, insurance companies, banks and attorneys. It has also caused us to review the City's internal practices and as a result, we have acted to strengthen review procedures for acceptance of construction estimates and documents.

RECOMMENDATION

Staff recommends approval of the proposed ordinance adding a new Chapter "Security for Performance and Maintenance" and amending the following Section(s): MMC 19.16.030; MMC 19.24.150 (2); MMC 19.28.060(2); MMC 19.42.130(9); MMC 20.24.240; MMC 20.56.270; and MMC 20.56.290.

Bonding and Security Provisions

Ms. Hirashima discussed how the current economic state was causing the City to have to pull bonds. The bonds were coming up short of the actual costs of the projects. This was becoming more of a problem and the City needed to get its policies in order to avoid having to get involved with completion of projects and to make sure that the bond money would be received by the City. Money was being spent on attorney fees to get the bond money, and staff wanted to prevent this from happening again. Ms. Hirashima responded to Chair Muller's question on which type of bonds were being defaulted on, that it was both performance and security bonds. Commissioner Leifer questioned language regarding the bonding company being responsible for finishing projects and developments that are defaulted on. Ms. Hirashima responded that this was a possibility in some situations.

There was discussion regarding status of Final Plat and how to get the developers to finish the projects and avoid the City having to get involved with completing projects.

Chair Mueller questioned where the Commission was on other issues. Ms. Hirashima gave an update. Comprehensive Plan amendments and school fees were both coming soon. Also, the City had received a Brown Field Cleanup Grant.

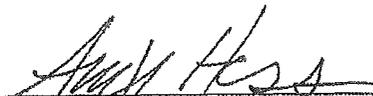
Commissioner Leifer questioned the pre-application fee and where it was applied and why the timeframe was so tight. He thought that it was roughly 90 days before it was expired. Ms. Hirashima responded that the expiration date should not be too far because code changes. She added that she would take a look at it and that she felt 6 months was reasonable amount of time.

ADJOURNMENT:

Motion made by Commissioner Foster, seconded by Commissioner Emery, to adjourn at 7:57 p.m. Motion passed unanimously, (5-0).

NEXT MEETING:

June 9, 2009



Amy Hess, Recording Secretary

Mr. Zull briefed the Commission on the mandatory State Law Comp Plan Updates. He reported that the existing system was in pretty good shape, adding that we had plenty of water rights to sustain the City over the next 20 years. He described the new reservoirs and distribution system. The upgrades necessary to meet future demands were overviewed.

Commissioner Leifer questioned the conservation program, saying that it seemed somewhat insignificant. He wanted to know where the numbers came from. Mr. Zull responded that the City has a pretty tight system with minimal leakage. He added that there are programs in place to encourage people to use less water and conserve. Mr. Holland stated that part of the Wheeling agreement with Everett required some level of conservation. Mr. Zull added that for some reason, Marysville residents use less water as a whole than other districts.

Commissioner Leifer questioned the zones where fire flow pressure was not very high and if this would affect the developer in any way. Mr. Zull responded that these are isolated areas where there are dead end water mains which were undersized when constructed. In the Capital Improvement Projects, these areas were slotted for redevelopment and upgrades soon. He added that these were priority projects. Chair Muller questioned if the Fire Department was aware of these conditions and was prepared with a pump truck if necessary. Mr. Zull responded that the water was available in these areas, just not up to standards in the residential area.

Commissioner Foster questioned the Sales Tax listed and whether it would be corrected. Mr. Zull responded that much of the work was done up front and things do change. She stated that she was hoping we would see some of the savings from the decreased cost of construction materials.

Motion made by Commissioner Foster to forward the Water Comprehensive Plan to City Council, seconded by Commissioner Leifer. Motion carries, (5-0).

Security for Performance Maintenance

Director Hirashima stated that the proper notice had been given for this hearing. Ms. Hirashima gave an overview of the revisions being proposed. She described how the current economic status was affecting Bonds. This review made several inconsistencies obvious and these variations needed to be corrected to provide consistency. It was found that the City was underestimating the amount of the bonds many times. This Ordinance was intended to be a fail-safe.

Chair Muller questioned whether there had been any correspondence from Master Builders Association or anyone else. Ms. Hirashima said there had not been.

Commissioner Leifer questioned the inflation rates, legal fees, administrative overhead etc. and if the bond were foreclosed on, would it be a set amount. Ms.

Hirashima stated that she thought it would be based on actual costs. The administrative overhead would be a fixed amount, but the other fees would be actual costs incurred. The attorney fees were meant to be an incentive for the insurance company to release the bond.

Motion made by Commissioner Leifer, seconded by Commissioner Andes to forward the proposed Security for Performance Maintenance and Amendments to Chapters 19.6, 19.24, 19.28, 19.42, 20.42 and 20.56 to City Council. Motion carries, (5-0).

Time Limitations for Land Use Approvals

Ms. Hirashima passed out a letter received from Master Builders Association to the Commissioners. She stated that the hearing had been properly advertised per Code. Ms. Hirashima then gave an overview of each section of the proposed amendments, including existing and proposed time limitations. The sunset period for these amendments would be December 31, 2011. Commissioner Foster stated that she did not feel this was a long enough time frame. Clarification was made that the extensions would remain after this sunset period; the restriction was for application only.

Commissioner Andes questioned if this was automatic or if each builder would have to apply for the extensions. Ms. Hirashima stated that each builder would have to apply, it was not automatic. The fee or lack of, for such extension applications was discussed.

Commissioner Leifer questioned the pre-application fee again. Ms. Hirashima stated that she agreed that it should be six months, not 90 days as it currently is, and that this would be looked at.

The Hearing was opened for Public Testimony. A letter from Master Builders Association on June 23, 2009 in support of these permit extensions was read into record. Public Testimony was closed.

Motion made by Commissioner Foster, seconded by Emery to forward the Revisions to Time Limitations for Preliminary Plats, Binding Site Plans, Short Plats, Constructions Plans, Building Permits and other land use approvals, amending MMC 19.52, 20.12, 20.20, 20.48 and adding a new section 20.12.130. to City Council. Motion carries, (5-0).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON ENACTING A NEW CHAPTER 19.51 MARYSVILLE MUNICIPAL CODE CONSOLIDATING AND ESTABLISHING TERMS FOR ACCEPTABLE SECURITY FOR PERFORMANCE AND MAINTENANCE OF IMPROVEMENTS ASSOCIATED WITH DEVELOPMENT AND AMENDING THE FOLLOWING SECTIONS OF THE MUNICIPAL CODE TO MAKE THEM CONSISTENT WITH THE PROVISIONS OF THE NEW CHAPTER: 15.20.010, 19.16.030, 19.24.150(2), 19.24.270(2), 19.24.300(3), 19.28.060(2), 19.38.040(8), 19.40.080, 19.42.130(9), 20.24.240, 20.24.260, 20.56.270 AND 20.56.290.

Whereas the city has a number of provisions in Chapter 15, 19 and 20 of the Marysville Municipal Code addressing fees for monitoring, and security for the performance and maintenance of improvements associated with development;

Whereas it is in the best interest of the City to consolidate these provisions in a single chapter to establish consistent standards for development security for performance and maintenance of improvements;

Now, therefore, it is hereby ordained by the City Council of the City of Marysville, Washington as follows:

Section 1. A new Chapter 19.51 Marysville Municipal Code is hereby enacted reading as follows:

Chapter 19.51

SECURITY FOR PERFORMANCE AND MAINTENANCE

Sections

- 19.51.010 Purpose
- 19.51.020 Security for Performance- form
- 19.51.030 Security for Maintenance-form
- 19.51.040 Amount of Obligation
- 19.51.050 Adjustments to Obligation for type of Security; Changed Circumstances
- 19.51.060 Enforcement against Security
- 19.51.070 Forfeiture of Security
- 19.51.080 Right to refuse Security

Section 19.51.010 Purpose.

The purpose of this Chapter is to establish consistent standards for the acceptance of security to insure the completion of improvements associated with development and to insure warranty for the improvements completed. This Chapter should be liberally construed. It is the intent of the City to exercise the maximum authority allowed under state law to protect the citizens of the City and to hold development accountable for the timely completion and maintenance of improvements.

Section 19.51.020 Security for Performance – form.

Whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, the undertaking for performance shall contain the following provisions:

- a. a stated amount calculated in accordance with the requirements of this chapter;
- b. a detailed description of the improvements to be completed and the deadline by which completion must occur;
- c. A provision reading as follows:

The security for performance is obligated, bound and guarantees completion of the work by the deadline. If the work is not fully completed by the deadline to City standards, upon receipt of a Notice from City to complete the work within thirty days (the “thirty (30) day deadline”), the work shall be undertaken or the entire security for performance shall be forfeited and paid to the City by the thirty (30) day deadline. If the work is undertaken, but then there is a material failure to complete the work in a timely fashion, the security for performance herein shall be forfeit in its entirety and paid to the City. The security for performance shall extend to all of the City’s administrative overhead costs and to all legal costs and reasonable attorneys fees incurred in seeking performance by the principal and any other obligated party to the maximum value or penal sum of the security.

Any security for performance received by the City after the effective date of this Chapter shall be construed to contain the terms of subsections a, b and c, whether the said provisions are expressly set out or not.

Section 19.51.030 Security for Maintenance – form.

Whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, the undertaking for maintenance shall contain the following provisions:

- a. a stated amount calculated in accordance with the requirements of this chapter;
- b. a detailed description of the warranty, maintenance to be performed, and any monitoring and reporting requirements, and the duration of each;
- c. A provision reading as follows:

The security for maintenance is obligated and bound to warrant, monitor, report, and maintain the improvements for the stated duration. If City shall grant acceptance of some improvements but not all improvements at the same time, , the security for maintenance shall become effective as to each improvement as and when that improvement is accepted and shall remain in effect for the stated duration for each improvement from the date of its acceptance.. If required monitoring, reporting, maintaining and repair and replacement in accordance with warranty does not occur in accordance with City standards, upon receipt of a Notice from City to perform within thirty days (the “thirty (30) day deadline”) the performance shall be undertaken or the entire security for maintenance shall be forfeited and paid to the City by the thirty (30) day deadline. If performance is undertaken, but then there is a material failure to complete the performance in a timely fashion, the security for maintenance herein shall be forfeit in its entirety and paid to the City. The security for maintenance shall extend to all of the City’s administrative overhead costs and to all legal costs and reasonable attorneys fees incurred in seeking performance by the principal and any other obligated party to the maximum value or penal sum of the security.

Any security for maintenance received by the City after the effective date of this Chapter shall be construed to contain the terms of subsections a, b and c, whether the said provisions are expressly set out or not.

Section 19.51.040 Amount of Obligation.

The amount of the security, either for performance or maintenance, subject to adjustment under Section 19.51.050, shall be calculated as follows:

- a. Security for performance. The principal amount of the security, whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, shall be calculated as follows:

Amount equals current fair market cost for performance adjusted for inflation for term of obligation, multiplied by 1.5 to reflect city’s cost if it must perform under competitive bidding and prevailing wage, plus 30% as City’s administrative overhead costs and anticipated legal costs and reasonable attorneys’ fees, provided the total amount for administrative costs and

anticipated legal costs and reasonable attorneys' fees shall not exceed \$100,000..

- b. Security for maintenance. The principal amount of the security, whether in the form of a bond, irrevocable letter of credit, or assignment of cash deposit, shall be calculated as follows:

Amount equals 10% of the fair market value of the improvement, with a minimum amount being \$5,000.00, plus 30% as City's administrative overhead costs and anticipated legal costs and reasonable attorney's fees, provided the total amount for administrative costs and anticipated legal costs and reasonable attorneys' fees shall not exceed \$100,000.

- c. Anticipated legal costs and Reasonable attorneys' fees. If the amount of the security, not including reasonable attorneys fees and legal costs, is estimated at \$100,000 or less, anticipated attorneys fees and legal costs shall be 25% of what the security would otherwise be, with a minimum amount being \$5,000.00. If the amount of the security, not including reasonable attorneys' fees and legal costs, is estimated at more than \$100,000, attorneys' fees and legal costs shall be 30% of what the security would otherwise be. In no event however shall the City's estimated administrative overhead costs and anticipated legal costs and reasonable attorneys for the purposes of security exceed \$100,000.
- d. Administrative overhead costs. Administrative overhead costs are those internal costs incurred for staff time in observing the condition of improvements or maintenance, and taking action to secure compliance, together with costs incurred to consultants to observe, monitor and report concerning work or maintenance.

Section 19.51.050 Adjustment to Amount of Obligation for type of Security; Changed Circumstances.

Notwithstanding the calculation of the amount of the security under Section 19.51.040, the City shall have the authority to increase the amount of obligation to reflect the City's experience and history in obtaining performance or required maintenance with the type of security offered, bond, irrevocable letter of credit, or assignment of cash deposit. If the City's experience and history would require an increase in the amount of the obligation by more than an additional 25% the City shall refuse the security offered. Should the security once received not provide adequate assurance of performance due to changed circumstances, including increased cost of performance, the City through the community development director may require that the amount of security for performance or maintenance be increased to reflect then fair market costs of performance.

Section 19.51.060 Enforcement against Security.

All legal actions to enforce either security for performance or maintenance may be brought in the Superior Court of Washington with venue in Snohomish County. The City shall be entitled to an award of legal costs and reasonable attorneys' fees in any such proceedings against the principal and against the surety to the maximum penal sum of the security held.

Section 19.51.070 Forfeiture of Security.

If the City has issued a notice establishing a thirty (30) day deadline, and performance or maintenance, monitoring, reporting, repair or replacement have not occurred by the thirty (30) day deadline, the security for performance, and/or the security for maintenance, as the case may be shall be forfeited in its entirety to the City, not as a penalty, but as a material breach of the obligation or undertaking secured. If performance or maintenance, monitoring, reporting, repair or replacement is undertaken, but not timely completed in accordance with City standards, the security for performance or maintenance shall also be forfeited in its entirety to the City, not as a penalty, but as a material breach of the obligation or undertaking secured.

Section 19.51.080 Release of Security.

Upon full and timely performance of the work, and/or full and timely performance of maintenance, monitoring, reporting, repair or replacement, the City shall release its security for performance and/or security for maintenance as the case may be.

Section 19.51.090 Right to refuse Security.

The City reserves the right to refuse security for performance and to require that performance of work as a condition of approval be completed prior to final acceptance.

Section 2. Construction Inspection Fees "Bond Administration Fee (maintenance) in MMC Section 15.12.010 is hereby amended to read as follows:

Security for Performance/Security for Maintenance fee	\$20.00 per lot or unit, with a minimum amount being \$250.00.
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Section 3. MMC Section 19.16.030 Landscaping materials and maintenance is hereby amended to read as follows:

19.16.030 Landscaping materials and maintenance.

Landscaping materials and the maintenance thereof shall conform to and be installed in accordance with the overall site development plan.

Landscaping shall be installed prior to building occupancy; provided, that the planning department may authorize up to a 120-day delay where planting season conflicts would produce a high probability of plant loss. Security for maintenance in accordance with Chapter 19.51 MMC shall be required for a minimum duration of one year.

Section 4. MMC 19.24.150 Subsection (2) is hereby amended to read as follows:

(2) A contingency plan shall be established for compensation in the event that the mitigation project is inadequate or fails. Security for maintenance in accordance with Chapter 19.51 MMC is required for performance, monitoring and maintenance in accordance with the terms of the mitigation agreement. The security for maintenance shall be for a period of five years, but the community development department may agree to reduce the security in phases in proportion to work successfully completed over the duration of the security.

- (a) During monitoring, use scientific procedures for establishing the success of failure of the project;
- (b) For vegetation determinations, permanent sampling points shall be established;
- (c) Vegetative success equals 80 percent survival of planted trees and shrubs and 80 percent cover of desirable understory or emergent species;
- (d) Submit monitoring reports on the current status of the mitigation project to the community development department. The reports are to be prepared by a qualified scientific professional and reviewed by the community development department and should include monitoring information on wildlife, vegetation, water quality, water flow, stormwater storage and conveyance, and existing or potential degradation, and shall be produced on the following schedule:
 - (i) At time of construction;
 - (ii) Thirty days after planting;
 - (iii) Early in the growing season of the first year;
 - (iv) End of the growing season of first year;
 - (v) Twice the second year; and
 - (vi) Annually thereafter;
- (e) Monitor between three and five growing seasons, depending on the complexity of the wetland system. The time period will be determined and specified in writing prior to the implementation of the site plan;
- (f) If necessary, correct for failures in the mitigation project;
- (g) Replace dead or undesirable vegetation with appropriate plantings, based on the approved planting plan or MMC 19.24.140;
- (h) Repair damages caused by erosion, settling or other geomorphological processes;

- (i) Redesign mitigation project (if necessary) and implement the new design; and
- (j) Correction procedures shall be approved by a qualified scientific professional and the community development department.

Section 5. MMC 19.24.270 Subsection (2) is hereby amended to read as follows:

(2) A contingency plan shall be established for compensation in the event that the mitigation project is inadequate or fails. Security for maintenance in accordance with Chapter 19.51 MMC is required for performance, monitoring and maintenance in accordance with the terms of the contingency plan. The security for maintenance shall be for a period of five years, but the community development director may agree to reduce the security in phases in proportion to work successfully completed over the duration of the security.

Section 6. MMC 19.24.300 Subsection (3) is hereby amended to read as follows:

(3) When alteration of a geologic hazard area is approved, the city of Marysville at the discretion of the community development director and/or city engineer may require security for performance or security for maintenance in accordance with the standards of Chapter 19.51 MMC

Section 7. MMC 19.28.060 Subsection (2) is hereby amended to read as follows:

(2) The City engineer may require the applicant to furnish security for maintenance in accordance with the provisions of Chapter 19.51 MMC.

Section 8. MMC 19.38.040 Subsection (8) is hereby amended to read as follows:

(8) Completion Prior to Occupancy. All required improvements and other conditions of the MHP rezone and final site plan approval shall be met prior to occupancy of any site by a mobile/manufactured home; provided that completion may be accomplished by phases if approved by the community development director and security for performance in accordance with the provisions of Chapter 19.51 MMC and acceptable to the community development director is received by the City. The community development director may also require security for maintenance for a period of up to five years in accordance with the provisions of Chapter 19.51 MMC.

Section 9. MMC 19.40.080 is hereby amended to read as follows:

19.40.080 Completion prior to occupancy – Phasing.

All required site improvements and other conditions of the permit and final site plan shall be met prior to occupancy of any site by a recreational vehicle; provided that completion may be accomplished by phases if approved by the community development director and security for performance in accordance with the provisions of Chapter 19.51 MMC and acceptable to the community development director is received by the City. The community development director may also require security for maintenance for a period up to five years in accordance with the provisions of Chapter 19.51 MMC.

Section 10. MMC 19.42.130 Subsection (9) is hereby amended to read as follows:

(9) Prior to the issuance of any building occupancy permits in the BP, GI or LI zone the developer(s) shall either complete all required improvements of a public nature, such as but not limited to streets, sidewalks, storm runoff and erosion control system, street signs and street lights to the required specification or enter into an agreement with the city to construct such development as may be approved together with security for performance and security for maintenance in accordance with the provisions of Chapter 19.51 MMC. Required improvements of a private nature, such as but not limited to private roads and landscaping, shall be constructed prior to building occupancy or, subject to city approval, be constructed in conformance with a performance schedule delineated as part of the final plan which shall be tied to the issuance of building, occupancy or other permits. Performance of the delineated schedule shall be secured by security for performance supplied in accordance with the provisions of Chapter 19.51 MMC. All improvements shall be completed within six months of issuance of security for performance. Extensions of security for performance may be granted by the director of public works. As improvements are completed, and upon application by the developer, the director of public works is authorized to partially release the security for performance. The security for performance may be issued for phased divisions of the development as may be approved by the city.

Section 11. MMC 20.24.240 is hereby amended to read as follows:

20.24.240 Performance guarantee requirements.

(1) Site improvements shall be completed prior to approval of the final plat or short plat, or at the discretion of the city engineer, or his designee, security for performance in accordance with the provisions of Chapter 19.51 MMC may be supplied. The duration for any such security for performance shall not be longer than one (1) year.

(2) Security for performance shall not be released until all applicable departments responsible for acceptance and maintenance of improvements have approved said release

Section 12. MMC 20.24.260 is hereby amended to read as follows:

20.24.260 Warranty requirements for acceptance of final improvements.

(1) After satisfactory completion of roadway improvements, including streets, curbs, gutters and sidewalks, and storm water drainage improvements, and after satisfactory completion of on-site retention facilities, if any, the developer shall provide the city with security for maintenance in accordance with the provisions of Chapter 19.51 MMC. The warranty period for the security for maintenance shall be a minimum of two (2) years.

(2) For the purpose of this title, final approval shall not be given until such time as all of the required improvements have been satisfactorily installed in accordance with the requirements of preliminary approval or security for performance and security for maintenance has been provided and accepted by the city.

Section 13. MMC 20.56.270 is hereby amended to read as follows:

20.56.270 Performance guarantee requirements.

(1) Site improvements shall be completed prior to approval of the final plat or short plat or at the discretion of the city engineer, or his designee, security for performance in accordance with the provisions of Chapter 19,51 MMC may be supplied. The duration for any such security for performance shall not be longer than one (1) year.

(2) Security for performance shall not be released until all applicable departments responsible for acceptance and maintenance of improvements have approved said release.

Section 14. MMC 20.56.290 is hereby amended to read as follows:

20.56.290 Warranty requirements for acceptance of final improvements.

(1) After satisfactory completion of roadway improvements, including streets, curbs, gutters and sidewalks, and storm water drainage improvements, and after satisfactory completion of on-site retention facilities, if any, the owner and/or developer shall provide the city with security for maintenance in accordance with the provisions of Chapter 19.51 MMC. The warranty period for the security for maintenance shall be a minimum of two (2) years.

(2) For the purpose of this title, final approval shall not be given until such time as all of the required improvements have been satisfactorily installed in accordance with the requirements of preliminary approval or security for performance and security for maintenance has been provided and accepted by the city.

Section 15. Severability.

If any word, phrase, sentence, provision, or portion of this ordinance is declared to be invalid or unenforceable, it shall not affect validity or enforceability of the remaining words, phrases, sentences, provisions or portions of this ordinance.

Section 16. The provisions of this Ordinance shall become effective _____, 2009..

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2009.

CITY OF MARYSVILLE

By _____ MAYOR

ATTEST:

By _____ CLERK

Approved as to form:

By _____ CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 27, 2009

AGENDA ITEM: Parks and Recreation Board Reappointments	AGENDA SECTION: Mayor's Business
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:
ATTACHMENTS: 1. Appointment Sheets	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

Mayor Kendall is requesting the reappointments of John Myers and Gayle Bluhm to the Marysville Parks and Recreation Board.

RECOMMENDED ACTION: Mayor Kendall recommends the City Council confirm the reappointments of John Myers and Gayle Bluhm to the Marysville Parks and Recreation Board serving until August 31, 2012.
COUNCIL ACTION:

Office of the Mayor
Dennis L. Kendall
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-51-5033
marysvillewa.gov

APPOINTMENT

I, DENNIS L. KENDALL, duly elected and acting Mayor of the City of Marysville, do hereby reappoint GAYLE BLUHM as a member of the PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030; dated this 27th day of July, 2009.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this ____ day of _____, 2009

GAYLE BLUHM

This term of appointment expires the 31st day of August 2012.

Office of the Mayor
Dennis L. Kendall
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-51-5033
marysvillewa.gov

APPOINTMENT

I, DENNIS L. KENDALL, duly elected and acting Mayor of the City of Marysville, do hereby reappoint JOHN MYERS as a member of the PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030; dated this 27th day of July, 2009.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this ____ day of _____, 2009

JOHN MYERS

This term of appointment expires the 31st day of August 2012.