

**Marysville City Council Work Session**

**January 20, 2009**

**7:00 p.m.**

**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 January 12, 2009 City Council Meeting Minutes.
2. Approval of January 20, 2009 City Council Work Session Minutes.

**Consent**

3. Approval of the P-13 December 31, 2008 Claims in the Amount of \$498,965.19; Paid by Check No.'s 52592 through 52745 with no Check No.'s Voided.
4. Approval of the January 1, 2009 Claims in the Amount of \$1,188,598.41; Paid by Check No.'s 52581 through 52591 with no Check No.'s Voided.
5. Approval of January 7, 2009 Claims.
6. Approval of January 14, 2009 Claims.
7. Approval of January 20, 2009 Payroll.

**Review Bids**

8. Award 2009 Concrete Construction Contract

**Public Hearings**

**New Business**

9. Comcast Work Order to Expand I-Net Infrastructure to the New Fire Administration Building in the Amount of \$12,808.00.
10. Equipment Lease Renewal with Public Utility District No. 1 of Snohomish County for Two Transformers for the Period of September 30, 2008 through August 31, 2013 in the Amount of \$8,766.60.

***Work Sessions are for City Council study and orientation – Public Input will be received at the January 26, 2009 City Council meeting.***

**January 20, 2009**

**Marysville City Council Work Session**

**7:00 p.m.**

**City Hall**

11. Notice of Termination of Lease with Clear Channel/Ackerly Communication.
12. Professional Services Agreement between City of Marysville and Macaulay and Associated, LTD for Consultant Services on the I-5 Overpass at 156<sup>th</sup> Street NE Evaluating Potential Local Improvement District (LID) in the Amount of \$56,200.00.
13. An **Ordinance** of the City of Marysville, Washington, Amending the City's Development Regulation by Adopting Design Standards and Guidelines and Streetscape Plan for the East Sunnyside/Whiskey Ridge Master Plan Area and by Adopting Chapter 19.14B MMC.
14. Visitor & Community Information Center Services Agreement for the Greater Marysville Tulalip Chamber of Commerce & City of Marysville.
15. Approval of a Part Time Confidential Administrative Assistant Position for the Legal Department and Placement on the Non-represented Pay Grid at Pay Code N2.
16. An **Ordinance** of the City of Marysville, Washington Amending the City's Code Enforcement and Nuisance Regulations and Amending Chapters 4.02 and 6.24 of the Marysville Municipal Code.
17. Interlocal Cooperative Agreement for Northwest Mini-chain Services between the City of Marysville and Whatcom County for Prisoner Transport.

**Legal**

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Adjourn**

**Executive Session**

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

***Work Sessions are for City Council study and orientation – Public Input will be received at the January 26, 2009 City Council meeting.***

January 20, 2009

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

City Hall

**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 January 26, 2009 City Council meeting.*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 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 P-13 December 31, 2008 claims in the amount of \$498,965.19 paid by Check No.'s 52592 through 52745 with no Check No.'s voided.

**COUNCIL ACTION:**

BLANKET CERTIFICATION

**CLAIMS**  
FOR  
**PERIOD-13**

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 **\$498,965.19 PAID BY CHECK NO.'S 52592 THROUGH 52745 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 **31<sup>st</sup> DAY OF DECEMBER 2008.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/5/2009 TO 1/5/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52592	ACE ACME SEPTIC SERVICE INC	SEPTIC PUMP SRVC/DISPOSAL	00105380.541000.	454.07
52593	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING @ KBSCC	00105250.535000.	144.00
	ADVANTAGE BUILDING SERVICES		00105250.541000.	72.00
52594	AIRGAS NOR PAC	GROUND TENT	40142480.535000.	1,073.07
52595	ALBERTSONS FOOD CENTER #471	SUPPLIES FOR PARKS & KBSCC	00105120.531070.ASAP	13.50
	ALBERTSONS FOOD CENTER #471		00105120.531080.	56.39
	ALBERTSONS FOOD CENTER #471		00105120.531090.	21.86
	ALBERTSONS FOOD CENTER #471		00105250.531050.	11.32
	ALBERTSONS FOOD CENTER #471		00105250.531050.	111.74
52596	ROY A ALDERMAN	REIMBURSE MILEAGE	40143410.543010.	39.90
52597	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	00100010.531400.	534.45
	AMSAN SEATTLE	LIQUID ICE MELT	10111766.531000.	5,619.24
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	40143410.531200.	336.90
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	40143780.531000.	270.88
	AMSAN SEATTLE	WYPALL WIPES	501.141100.	211.22
52598	ANGELOS SUPPLIES INC	ENGINE/THROTTLE CONTROL MOTOR	501.231700.	-90.37
	ANGELOS SUPPLIES INC		50100065.534000.	1,153.53
52599	ARAMARK UNIFORM SERVICES	MAT CLEANING-WWTP	40142480.541000.	11.53
	ARAMARK UNIFORM SERVICES		40142480.541000.	11.53
	ARAMARK UNIFORM SERVICES	MAT CLEANING-MEZZANINE	40143780.549000.	16.44
	ARAMARK UNIFORM SERVICES		40143780.549000.	16.44
	ARAMARK UNIFORM SERVICES		40143780.549000.	25.77
	ARAMARK UNIFORM SERVICES		40143780.549000.	25.77
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	61.38
	ARAMARK UNIFORM SERVICES		50100065.526000.	61.38
52600	B&H PHOTO VIDEO	PHOTO-VIDEO EQUIPMENT	108.231700.	-336.40
	B&H PHOTO VIDEO		10800080.549000.0838	4,294.05
52601	BAG BOY	BAG	420.141100.	112.00
	BAG BOY	RAIN CANOPIES	420.141100.	175.50
	BAG BOY	CARTS	420.141100.	393.00
	BAG BOY	BAGS & CARTS	420.141100.	487.90
	BAG BOY	BAGS,CARTS,UMBRELLA HLDRS	420.141100.	707.42
52602	NORTH SEATTLE BATTERY VENTURE	12V REPLACEMENT BATTERIES	50300090.535000.	200.37
52603	OWEN EQUIPMENT COMPANY	FOOTAGE COUNTER & MEASURE	40145040.548000.	812.64
52604	BETTY J. BERGER	REFUND DUE TO WEATHER	00110347.376021.	12.00
52605	BICKFORD FORD-MERCURY	BRAKE PAD SET	501.141100.	147.69
	BICKFORD FORD-MERCURY	WIPER MOTOR MOUNTS,CLIPS	50100065.534000.	65.94
	BICKFORD FORD-MERCURY	WIPER MOTOR	50100065.534000.	103.66
	BICKFORD FORD-MERCURY	HEATER FAN MOTOR	50100065.534000.	120.06
	BICKFORD FORD-MERCURY	SENSORS, CONVERTER,HDR PIPE	50100065.534000.	1,516.61
52606	BILLS BLUEPRINT INC	LG DOC COLOR SCAN	40145040.549000.	1,682.84
52607	RICK BJARNSON	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52608	BRANOM INSTRUMENT CO	PART FOR WEST TRUNK FLOW MTR	40142480.548000.	1,500.12
52609	NIKKI BRISTOL	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52610	MARYKE BURGESS	REIMBURSE HOLIDAY CIDER SUPPLY	00105250.531050.	59.87
	MARYKE BURGESS		00105250.531051.	35.50
52611	LINDA CAMPBELL	REFUND DUE TO WEATHER	00110347.376021.	12.00
52612	CARR'S ACE HARDWARE	PHOTO CELL LT,HOLIDAY LIGHTS	00105380.531000.	57.37
	CARR'S ACE HARDWARE	SURVEY TAPE,SCREWDRVR SET,BOX	10111864.535000.	49.84
	CARR'S ACE HARDWARE	TORCH HEAD,BOTTLE	40141580.531000.	47.72
	CARR'S ACE HARDWARE	HOSE FTGS,COUPLERS,BARBS	40142480.531300.	18.47
	CARR'S ACE HARDWARE	HOSE BIB,TUBES OF SEALANT	40142480.548000.	22.73
52613	VICKI CARVER	INSTRUCTOR SERVICES	00105120.541020.	166.60
	VICKI CARVER		00105120.541020.	291.55
52614	CASCADE MACHINERY & ELECTRIC INC	ANNUAL MAINT SRVC FOR SAND COM	40142480.548000.	2,183.24
52615	CHELAN COUNTY TREASURER	INMATE HOUSING NOV 2008	00103960.551000.	5,555.00
52616	KARI CHENNAULT	REIMBURSE LUNCH/TRAINING	40145040.549000.	25.88

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/5/2009 TO 1/5/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52617	CITY TREASURER EVERETT WA	WTER/FILTRATION SERVICES	40140080.533000.	83,482.19
52618	CNR, INC	PUBLIC SAFETY CALL SRVR UPGRAD	00100011.564000.	11,938.26
	CNR, INC	(10) IP LICENSES	00103121.542000.	108.50
	CNR, INC	PHONE/ 5212 PHONE	00103121.542000.	160.58
	CNR, INC	(10) IP LICENSES	00103222.526000.	108.50
	CNR, INC		00105515.549000.	217.00
	CNR, INC	PHONE/ 5212 PHONE	00105515.549000.	321.16
	CNR, INC	(10) IP LICENSES	10111230.542000.	108.50
	CNR, INC	PHONE/ 5212 PHONE	50300090.535000.	160.58
	CNR, INC	(10) IP LICENSES	50300090.542000.	542.50
52619	CODE PUBLISHING INC	MUNICIPAL CODE UPDATE-CD	00102020.531000.	124.78
52620	COLUMBIA PAINT & COATINGS	TAPE,PAINT CVRS,FRAME,LINERS	00101250.531000.	124.13
52621	MERRITT SCOTT CONNER	INSTRUCTOR SERVICES	00105250.541020.	24.00
52622	CONSOLIDATED ELECTRIAL DIST INC	BULBS	00112572.531000.	142.82
52623	CO-OP SUPPLY	STRAW,BUNGEE CORDS	00105380.531000.	60.59
	CO-OP SUPPLY	REFUND/SALT	10111766.531000.	-971.32
	CO-OP SUPPLY	SALT	10111766.531000.	971.32
	CO-OP SUPPLY	SNOW CHAIN BUNGEE CORDS	50100065.534000.	193.67
52624	CORPORATE EXPRESS INC	VIDEO/AUDIO SUPPLIES	00103121.531000.	95.37
52625	CRYSTAL SPRINGS	WATER COOLER RENTAL/WATER	40142480.531330.	123.73
52626	CUZ CONCRETE PRODUCTS	CONCRETE VAULT ELECTRICAL	40220594.563000.W0807	3,873.28
52627	DAY-TIMERS INC	2009 CALENDARS	00102020.531000.	87.58
52628	DICKS TOWING INC	TOWING EXPENSE #212 TO SHOP	50100065.548000.	70.52
52629	DUNLAP INDUSTRIAL	ASPHALT BIT	40142080.531000.	426.23
52630	DUTTON ELECTRIC CO., INC.	WEST PUMP STATION WORK	40142280.548000.	519.63
	DUTTON ELECTRIC CO., INC.	ADD TRANSDUCER TO WET WELL	40142280.548000.	2,689.31
	DUTTON ELECTRIC CO., INC.	ELECTRICAL WORK TO FLOW METER	40142480.548000.	1,548.78
	DUTTON ELECTRIC CO., INC.	NEW POWER OUTLET FOR THERMO	40143780.548000.	718.16
	DUTTON ELECTRIC CO., INC.	PSB LOWER ETHERNET	40220594.563000.W0621	462.86
	DUTTON ELECTRIC CO., INC.	SUNNYSIDE WELL SITE WORK	40220594.563000.W0621	673.49
52631	E&E LUMBER INC	SCREWDRIVERS,HAMMERS,BAR,PIPE	40140280.535000.	100.38
	E&E LUMBER INC	SPRAY TEX,SAND PAPER,SCREEN	40143410.531000.	47.01
	E&E LUMBER INC	SHEETROCK,SCREWS	40143410.531000.	73.35
52632	EDGE ANALYTICAL INC	LAB SAMPLES-MISC LOCATIONS	40140780.541000.	1,264.00
52633	ELECTRICAL ENERGY CONTRACTORS INC	PUMP REPAIR	40140180.541000.	480.48
52634	THE DAILY HERALD COMPANY	ANNUAL SUBSCRIPTION-KBSCC	00105250.549000.	144.00
52635	EVERETT HYDRAULICS INC	LINE BORE BACKHOE STICK	50100065.548000.	1,476.96
52636	EVERETT STAMP WORKS	CD DATE STAMP	00102020.531000.	59.46
52637	CITY OF EVERETT	CHLORINE/POWER MTR COSTS	40142480.531320.	2,450.00
	CITY OF EVERETT	LAB ANALYSIS	40142480.541000.	1,915.50
	CITY OF EVERETT	CHLORINE/POWER MTR COSTS	40142480.547000.	17,690.52
	CITY OF EVERETT		40142480.548000.	2,018.28
	CITY OF EVERETT	LAB ANALYSIS	40145040.553100.	144.00
52638	FEDEX	SHIPPING EXPENSE	00143523.549000.	17.19
	FEDEX		10111230.549000.	11.81
52639	JOSEPH FINLEY	REIMBURSE MILEAGE	50300090.543000.	85.53
52640	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,367.64
	CHRIS FLOYD		00105120.541020.	2,408.71
52641	FOOTJOY	SOFT SHELL JACKET	420.141100.	67.02
	FOOTJOY	GOLF SHOES	420.141100.	113.44
52642	G&H AUTO ELECTRIC	REB ALTERNATOR	50100065.534000.	208.27
52643	GENERAL CHEMICAL CORP	ALUM SULFATE 11.825	40142480.531320.	4,134.89
	GENERAL CHEMICAL CORP	ALUM SULFATE 11.937	40142480.531320.	4,174.06
52644	GENUINE AUTO GLASS OF EVERETT, LLC	REPLACE WINDSHIELD (P107)	50100065.548000.	207.20
	GENUINE AUTO GLASS OF EVERETT, LLC	REPLACE WINDSHIELD (P108)	50100065.548000.	207.20
	GENUINE AUTO GLASS OF EVERETT, LLC	REPLACE WINDSHIELD (P112)	50100065.548000.	207.20
52645	GOBLE SAMPSON ASSOCIATES INC.	MARPRENE TUBING	40140180.548000.	503.99

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/5/2009 TO 1/5/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52646	GOLDEN CORAL	EMPLOYEE APPRECIATION LUNCHEON	00100310.549010.	21.70
52647	GRAINGER INC	EXHAUST FAN	00100010.531000.	91.54
	GRAINGER INC	GLOVES,PUMP,EXTRACTOR SET	40140780.535000.	133.25
	GRAINGER INC	DOUBLE TIER LOCKER	40143410.531000.	391.09
	GRAINGER INC	HYD PRESSURE GAUGE	50100065.534000.	158.05
52648	GRAY AND OSBORNE	PAY ESTIMATE # 20	40143410.541000.	2,710.93
	GRAY AND OSBORNE	PAY ESTIMATE # 9	40220594.563000.W0808	543.82
52649	GRAYBAR ELECTRIC CO INC	FREIGHT CHARGES	10111864.531000.	68.91
52650	GREG RAIRDON'S DODGE CHRYSLER JEEP	O-RING	50100065.534000.	1.69
	GREG RAIRDON'S DODGE CHRYSLER JEEP	DOME LIGHT SWITCH	50100065.534000.	7.92
	GREG RAIRDON'S DODGE CHRYSLER JEEP	TRANS FILTER	50100065.534000.	17.13
	GREG RAIRDON'S DODGE CHRYSLER JEEP	PARKING BRAKE RELEASE HANDLE	50100065.534000.	26.93
	GREG RAIRDON'S DODGE CHRYSLER JEEP	LEFT TAILLIGHT ASSEMBLY	50100065.534000.	97.31
	GREG RAIRDON'S DODGE CHRYSLER JEEP	DOOR SEAL ASSEMBLY	50100065.534000.	107.82
	GREG RAIRDON'S DODGE CHRYSLER JEEP	REPAIR TRANS SHIFT LEVER	50100065.548000.	470.12
52651	BURTON GUNDERSON	REIMBURSE MILEAGE/INSPECTIONS	10111230.549000.	28.05
52652	KRISTIE GUY	HRCI RECERT FEE REIMBURSE	00100310.549000.	100.00
52653	H & L SPORTING GOODS	(34) BASKETBALLS	00105120.531090.	273.96
52654	HACH COMPANY	TABLICAL STD,DPD FREE CHLORINE	40141580.531320.	956.57
	HACH COMPANY	CHLORINE ANLZR TOTAL CL17 W.RG	40142480.548000.	3,461.10
52655	HART CROWSER, INC	PROFESSIONAL SERVICES	00105380.548000.	449.14
	HART CROWSER, INC		00105380.548000.	2,457.26
52656	ANDREA HARTLAND KINGSFORD	REIMBURSE SNACKS FOR ASAP PROG	00105120.531070.ASAP	389.40
52657	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	14.00
52658	HD FOWLER COMPANY	GAUGE	40140280.531000.	26.70
	HD FOWLER COMPANY	RETAINER,GASKET,BOLTS	40140680.531000.	223.64
	HD FOWLER COMPANY	VALVE,TEES,SLEEVES,GSKTS,KIT	40140680.531000.	3,706.24
	HD FOWLER COMPANY	PVC	40140980.531000.	705.25
	HD FOWLER COMPANY	2" BRASS BALL VALVE	40141580.548000.	37.65
52659	HD SUPPLY WATERWORKS, LTD	CTS INSERTS	40140580.531000.	16.47
52660	HDR ENGINEERING, INC.	PAY ESTIMATE # 20	40143410.541000.W0704	28,118.48
52661	ROSA MARIA HERNANDEZ	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52662	PRUDY HODGIN	REFUND DUE TO WEATHER	00110347.376021.	12.00
52663	MARGARET HOPKINS		00110347.376021.	12.00
52664	HOUSE OF UPHOLSTERY	REB SEAT ASSEMBLY	50100065.548000.	667.28
52665	IOS CAPITAL	COPIER CHARGES	00100020.545000.	83.76
	IOS CAPITAL		00100020.545000.	223.12
	IOS CAPITAL		00100050.545000.	118.27
	IOS CAPITAL		00100050.545000.	220.26
	IOS CAPITAL		00100110.545000.	83.98
	IOS CAPITAL		00100110.545000.	267.34
	IOS CAPITAL		00100310.545000.	83.99
	IOS CAPITAL		00100310.545000.	137.80
	IOS CAPITAL		00100720.545000.	114.58
	IOS CAPITAL		00101023.545000.	304.42
	IOS CAPITAL		00101130.545000.	304.42
	IOS CAPITAL		00102020.545000.	13.57
	IOS CAPITAL		00102020.545000.	74.38
	IOS CAPITAL		00102020.545000.	146.59
	IOS CAPITAL		00102020.545000.	192.05
	IOS CAPITAL		00103121.545000.	321.16
	IOS CAPITAL		00103222.545000.	33.16
	IOS CAPITAL		00103960.545000.	163.84
	IOS CAPITAL		00104190.545000.	58.59
	IOS CAPITAL		00104190.545000.	379.75
	IOS CAPITAL		00104190.545000.	582.65
	IOS CAPITAL		00105250.545000.	22.79



**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 1/5/2009 TO 1/5/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52665	IOS CAPITAL	COPIER CHARGES	00105380.545000.	321.16
	IOS CAPITAL		00143523.545000.	272.93
	IOS CAPITAL		40142480.545000.	42.87
	IOS CAPITAL		40143410.545000.	13.57
	IOS CAPITAL		40143410.545000.	74.38
	IOS CAPITAL		40143410.545000.	105.79
	IOS CAPITAL		40143410.545000.	105.80
	IOS CAPITAL		40143410.545000.	146.58
	IOS CAPITAL		40143410.545000.	192.04
	IOS CAPITAL		40143410.545000.	238.27
	IOS CAPITAL		42047165.545000.	21.70
	IOS CAPITAL		50100065.545000.	20.94
	IOS CAPITAL		50100065.545000.	86.43
	IOS CAPITAL		50200050.545000.	20.94
52666	IOS CAPITAL	COPIER IMAGE CHARGES	00100020.545000.	19.68
	IOS CAPITAL		00100020.545000.	255.18
	IOS CAPITAL		00100050.545000.	41.94
	IOS CAPITAL		00100050.545000.	77.88
	IOS CAPITAL		00100110.545000.	6.84
	IOS CAPITAL		00100110.545000.	307.69
	IOS CAPITAL		00100310.545000.	6.84
	IOS CAPITAL		00100310.545000.	72.80
	IOS CAPITAL		00100720.545000.	131.87
	IOS CAPITAL		00101023.545000.	24.80
	IOS CAPITAL		00101130.545000.	24.80
	IOS CAPITAL		00102020.545000.	19.80
	IOS CAPITAL		00102020.545000.	34.44
	IOS CAPITAL		00102020.545000.	85.06
	IOS CAPITAL		00102020.545000.	201.62
	IOS CAPITAL		00103121.545000.	162.10
	IOS CAPITAL		00103222.545000.	26.46
	IOS CAPITAL		00103960.545000.	5.85
	IOS CAPITAL		00104190.545000.	12.67
	IOS CAPITAL		00104190.545000.	99.48
	IOS CAPITAL		00104190.545000.	473.66
	IOS CAPITAL		00105250.545000.	8.46
	IOS CAPITAL		00105380.545000.	69.97
	IOS CAPITAL		00143523.545000.	22.23
	IOS CAPITAL		40142480.545000.	13.32
	IOS CAPITAL		40143410.545000.	5.27
	IOS CAPITAL		40143410.545000.	5.27
	IOS CAPITAL		40143410.545000.	19.80
	IOS CAPITAL		40143410.545000.	34.44
	IOS CAPITAL		40143410.545000.	43.55
	IOS CAPITAL		40143410.545000.	85.06
	IOS CAPITAL		40143410.545000.	201.61
	IOS CAPITAL		42047165.545000.	8.92
	IOS CAPITAL		50100065.545000.	4.92
	IOS CAPITAL		50100065.545000.	12.11
	IOS CAPITAL		50200050.545000.	4.92
52667	IMPERIAL HEADWEAR INC	LOGOED HATS	420.141100.	719.00
52668	INFILCO DEGREMONT, INC.	WIPER RINGS,LAMPS,BUMPERS	40142480.548000.	2,485.65
	INFILCO DEGREMONT, INC.	UV LAMPS,DATA CONTROL ASSY	40142480.548000.	6,526.81
52669	JET PLUMBING	REPAIR SINKS/TOILET-JAIL	00100010.548000.	286.23
	JET PLUMBING	REPLACE HOT WATER TANK/PLUMB	40143410.548000.	2,315.06
52670	KAMAN INDUSTRIAL TECHNOLOGIES	SEALS	40142480.548000.	369.84
52671	RYAN M. KEEFE	REIMBURSE MEAL/SNOW REMOVAL	10111230.549000.	13.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/5/2009 TO 1/5/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52672	KEN TYACKE	REIMBURSE MEAL/SNOW REMOVAL	10111230.549000.	13.00
52673	KESSELRINGS GUN SHOP INC	(8) NIGHT SITE COLT AR 15	00103740.535000.	638.91
52674	JANIS LAMOUREUX	REIMBURSE MILEAGE TO SNO CO	00102020.549000.	51.48
52675	LASTING IMPRESSIONS INC	(61) T-SHIRTS	00105120.531070.ASAP	421.31
	LASTING IMPRESSIONS INC	(34) B-BALL CAMP SHIRTS	00105120.531090.	347.84
52676	LES SCHWAB TIRE CENTER	(12) SETS OF TIRE CHAINS	50100065.534000.	244.97
	LES SCHWAB TIRE CENTER	(32) SETS OF TIRE CHAINS	50100065.534000.	1,207.06
	LES SCHWAB TIRE CENTER	REPAIR FLAT	50100065.548000.	36.89
52677	DEPT OF LICENSING	ADAMS, SIDNEY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	GOMEZ, ANTONIO (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	PALACIOS, REYNALDO (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WAMMACK, TRACY (ORIGINAL)	001.237020.	18.00
52678	LOWES HIW INC	FAUCET,MIRROR CLIP,SINK,MIRROR	40143410.531000.	320.54
52679	MACAULAY & ASSOCIATES INC	PROFESSIONAL SERVICES	00100020.541000.	1,100.00
52680	MARYSVILLE PRINTING	(20) PURCHASE ORDER BOOKS	50100065.531000.	412.99
52681	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES TO MSD 12/08	642.237000.	59,038.00
52682	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1015 STATE AVE	00101250.547000.	547.70
	CITY OF MARYSVILLE	FIRELINE @ 1049 STATE AVE	00103530.547000.	61.40
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1049 STATE AVE	00103530.547000.	533.90
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 514 DELTA	00105250.547000.	475.70
	CITY OF MARYSVILLE	WTR/SWR @ 514 DELTA(RESTROOM)	00105380.547000.	88.80
	CITY OF MARYSVILLE	WTR/SWR @ 1050 COLUMBIA	00105380.547000.	96.30
	CITY OF MARYSVILLE	GRB @ 80 COLUMBIA	10110130.547000.	444.00
	CITY OF MARYSVILLE	WTR @ 80 COLUMBIA	40142480.547000.	1,139.00
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 80 COLUMBIA	40142480.547000.	1,202.30
	CITY OF MARYSVILLE	WTR/SWR @ 80 COLUMBIA	40143780.547000.	149.10
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 80 COLUMBIA	40143780.547000.	937.50
	CITY OF MARYSVILLE	GRB @ 80 COLUMBIA	50100065.547000.	580.00
52683	SHEILA MCCALLISTER	REFUND SECURITY DEPOSIT	001.239100.	205.00
52684	MCCONNELL & ASSOC	HEARING EXAMINER SRVCS	00102020.541000.	3,654.50
52685	MCEVOY OIL CO.	MONTHLY DIESEL DELIVERY	00100010.547000.	50.00
	MCEVOY OIL CO.		40143880.532000.	721.31
52686	LOGAN MESTON	REIMBURSE MEAL/SNOW REMOVAL	10111230.549000.	10.61
52687	COREY MILLER		10111230.549000.	11.21
52688	JENNIFER MILLETT	OFFICE CHAIR,FILE KEEPER	00105515.549000.	313.07
52689	NEXTEL COMMUNICATIONS	ACCT #495802314	50300090.542000.	17.68
	NEXTEL COMMUNICATIONS		50300090.542000.	17.68
	NEXTEL COMMUNICATIONS		50300090.542000.	17.68
	NEXTEL COMMUNICATIONS		50300090.542000.	31.54
	NEXTEL COMMUNICATIONS		50300090.542000.	35.36
	NEXTEL COMMUNICATIONS		50300090.542000.	35.36
	NEXTEL COMMUNICATIONS		50300090.542000.	35.36
	NEXTEL COMMUNICATIONS		50300090.542000.	51.54
	NEXTEL COMMUNICATIONS		50300090.542000.	53.04
	NEXTEL COMMUNICATIONS		50300090.542000.	53.04
	NEXTEL COMMUNICATIONS		50300090.542000.	70.72
	NEXTEL COMMUNICATIONS		50300090.542000.	90.72
	NEXTEL COMMUNICATIONS		50300090.542000.	91.85
	NEXTEL COMMUNICATIONS		50300090.542000.	100.26
	NEXTEL COMMUNICATIONS		50300090.542000.	120.69
	NEXTEL COMMUNICATIONS		50300090.542000.	202.98
	NEXTEL COMMUNICATIONS		50300090.542000.	211.11
	NEXTEL COMMUNICATIONS		50300090.542000.	214.74
	NEXTEL COMMUNICATIONS		50300090.542000.	214.81
	NEXTEL COMMUNICATIONS		50300090.542000.	235.29
	NEXTEL COMMUNICATIONS		50300090.542000.	242.53
	NEXTEL COMMUNICATIONS		50300090.542000.	268.22

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/5/2009 TO 1/5/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52689	NEXTEL COMMUNICATIONS	ACCT #495802314	50300090.542000.	549.76
	NEXTEL COMMUNICATIONS		50300090.542000.	1,444.87
52690	ESTHER NICOLAS	REIMBURSE MILEAGE	50300090.543000.	141.14
52691	NORTH CENTRAL LABORATORIES	BOD STANDARD	401.231700.	-4.43
	NORTH CENTRAL LABORATORIES		40142480.531330.	56.57
52692	NORTH COAST ELECTRIC COMPANY	FAN SHROUD KIT,SPEED CONTROLS	40142480.548000.	1,092.93
52693	NORTH SOUND HOSE & FITTINGS	SUCTION HOSE AND MISC PARTS	40140580.535000.	124.40
52694	NORTHEND TRUCK EQUIPMENT INC	MON STAINLESS V HOPPER SANDER	50100048.564000.0855	20,561.84
	NORTHEND TRUCK EQUIPMENT INC		50100048.564000.0856	24,039.26
52695	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
52696	PAUL SACHS	PAY ESTIMATE # 2	10200030.541000.M0709	41,415.00
52697	WORTH NORTON	REIMBURSE MILEAGE & MISC PARTS	50300090.531000.	92.25
	WORTH NORTON		50300090.543000.	300.21
52698	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	18.37
	OFFICE DEPOT	COPY PAPER	00100020.531000.	31.35
	OFFICE DEPOT	OFFICE SUPPLIES	00100310.531000.	28.50
	OFFICE DEPOT		00100310.531000.	78.48
	OFFICE DEPOT		00102020.531000.	4.76
	OFFICE DEPOT		00102020.531000.	9.48
	OFFICE DEPOT	COPY PAPER	00102020.531000.	31.35
	OFFICE DEPOT	OFFICE SUPPLIES	00102020.531000.	97.92
	OFFICE DEPOT		00102020.531000.	150.46
	OFFICE DEPOT		00102020.531000.	384.69
	OFFICE DEPOT	TONER	00103010.531000.	316.14
	OFFICE DEPOT	OFFICE SUPPLIES	00103121.531000.	52.10
	OFFICE DEPOT		00103121.531000.	84.57
	OFFICE DEPOT		00103222.531000.	134.55
	OFFICE DEPOT	COPY PAPER	00103222.531000.	145.00
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	146.25
	OFFICE DEPOT		00104190.531000.	8.00
	OFFICE DEPOT		00104190.531000.	78.00
	OFFICE DEPOT	(4) BINDERS	00105250.531000.	26.00
	OFFICE DEPOT	OFFICE SUPPLIES	00105250.531000.	230.62
	OFFICE DEPOT		00105515.531000.	15.01
	OFFICE DEPOT		00105515.531000.	593.61
	OFFICE DEPOT	MARKERS,TONER	40140780.531000.	83.43
	OFFICE DEPOT	CD CASE, PADS OF PAPER	40142380.531000.	122.08
	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	18.36
	OFFICE DEPOT	COPY PAPER	40143410.531000.	31.35
	OFFICE DEPOT	OFFIC ESUPPLIES	40143410.531000.	36.32
	OFFICE DEPOT	OFFICE SUPPLIES	50100065.531000.	2.04
	OFFICE DEPOT	COPY PAPER	50100065.531000.	5.22
	OFFICE DEPOT	OFFICE SUPPLIES	50200050.531000.	2.04
	OFFICE DEPOT	COPY PAPER	50200050.531000.	5.22
52699	OKANOGAN COUNTY JAIL	INMATE HOUSING NOV 2008	00103960.551000.	2,013.58
52700	PATRICIA L. OLSON	REFUND DUE TO WEATHER	00110347.376021.	12.00
52701	ORKIN EXTERMINATING	SERVICE @ 1635 GROVE	00100010.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ 1049 STATE AVE	00103530.548000.	82.87
	ORKIN EXTERMINATING	SERVICE @ CABOOSE	00105380.548000.	57.79
	ORKIN EXTERMINATING	SERVICE @ 6120 GROVE	00112572.548000.	45.60
	ORKIN EXTERMINATING	SERVICE @ 2 COLUMBIA	40142480.549000.	61.52
	ORKIN EXTERMINATING	SERVICE @ 80 COLUMBIA	40143410.548000.	50.16
52702	THE PARTS STORE	WASHER FLUID	501.141100.	20.35
	THE PARTS STORE	FILTERS,ANTIFREEZE,CABLE TIES	501.141100.	111.21
	THE PARTS STORE	OIL AND FUEL FILTERS	501.141100.	151.88
	THE PARTS STORE	FILTERS,ANTIFREEZE,LAMPS	501.141100.	225.69
	THE PARTS STORE	REFUND CORE CHARGE	50100065.534000.	-65.64

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/5/2009 TO 1/5/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52702	THE PARTS STORE	TRANS FILTER KIT	50100065.534000.	14.48
	THE PARTS STORE	SNOW CHAIN BUNGEE CORDS	50100065.534000.	19.42
	THE PARTS STORE	TRANS FILTER	50100065.534000.	20.76
	THE PARTS STORE	TRANS FILTER KITS	50100065.534000.	42.53
	THE PARTS STORE	DIST CAP AND ROTOR	50100065.534000.	81.01
	THE PARTS STORE	DIST CAP,ROTOR,BATTERY W/CORE	50100065.534000.	139.31
	THE PARTS STORE	AIR BRAKE ALCOHOL	50100065.534000.	140.83
	THE PARTS STORE	STARTER W/CORE CHR, FILTER	50100065.534000.	234.10
	THE PARTS STORE	HVY DUTY TIRE CHAINS	50100065.534000.	314.11
52703	PETROCARD SYSTEMS INC	FUEL CONSUMED-CD	00102020.532000.	189.24
	PETROCARD SYSTEMS INC	FUEL CONSUMED-POLICE	00103222.532000.	2,600.16
	PETROCARD SYSTEMS INC	FUEL CONSUMED-PARKS/GOLF	00105380.532000.	410.97
	PETROCARD SYSTEMS INC		42047165.532000.	14.69
52704	PETTY CASH- FINANCE	EMPLOYEE APPRECIATION LUCHEON	00100310.549010.	38.87
52705	PETTY CASH- KBSCC	FAIR ADMISSION,PARKING,LIGHTS	00105250.531051.	7.00
	PETTY CASH- KBSCC		00105250.531051.	7.00
	PETTY CASH- KBSCC		00105250.531051.	12.00
	PETTY CASH- KBSCC		00105250.531051.	12.50
52706	PETTY CASH FUND-POLICE	VEHICLE LICENSE,MIRROR	00103222.531000.	47.18
52707	PETTY CASH- PW	SCREWDRIVER,WASH,DUPONT	40140780.535000.	10.04
	PETTY CASH- PW		50200050.549000.	2.00
52708	PETTY CASH-COMM DEV	POSTAGE	00102020.542000.	8.45
52709	DENISE FREEMAN	JACKETS-DERUSHE,BURKHOLDER	00103960.526000.	704.60
	DENISE FREEMAN	JACKETS-STRICKLAND, IRWIN	00103960.526000.	704.60
52710	PING	TRAVEL COVER	420.141100.	129.72
52711	PLATT- EVERETT	LIGHT BULBS	00112572.531000.	40.14
52712	UNITED STATES POSTAL SERVICE	BULK PERMIT # 80	00105250.544000.	357.27
52713	PUBLIC FINANCE INC.	LID ADMINISTRATION	00100011.549000.	641.56
	PUBLIC FINANCE INC.		45000085.549000.	410.18
52714	PUBLIC SAFETY TESTING INC	QRTRLY SUBSCRIPTION FEES	00100490.541000.	765.00
	PUBLIC SAFETY TESTING INC	PERSONAL HISTORY STMNTS	00103010.541000.	56.00
52715	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #326-050-278-0	00105380.547000.	38.37
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #462-002-547-0	00105380.547000.	77.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #328-001-837-9	10111864.547000.	152.75
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #531-001-591-1	10111864.547000.	229.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-075-2	10111864.547000.	1,027.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #619-000-026-2	40142280.547000.	48.36
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #515-001-516-1	42047165.547000.	100.93
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #416-001-034-6	42047165.547000.	1,620.61
52716	PUGET SOUND SECURITY	DUPLICATE KEYS MADE	00103121.531000.	9.60
	PUGET SOUND SECURITY		10111230.549000.	16.00
	PUGET SOUND SECURITY		40140980.531000.	23.57
	PUGET SOUND SECURITY		50100065.534000.	12.80
52717	RADIOSHACK	RADIO EARPLUG	00103222.526000.	21.68
52718	ERIC REYNOLDS	REFUND CLASS FEES	00110347.376007.	71.00
52719	ROY ROBINSON CHEVROLET	HEAT FAN RESISTER	50100065.534000.	149.13
	ROY ROBINSON CHEVROLET	OXYGEN SENSOR	50100065.534000.	154.29
52720	RSC EQUIPMENT RENTAL	BOOM TRUCK RENTAL	50100065.545000.	1,063.30
52721	WES SALVAGE	REFUND SECURITY DEPOSIT	001.239100.	200.00
52722	AMY SCHULZE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52723	SCIENTIFIC SUPPLY & EQUIPMENT INC	MEDIA VIALS	40142480.531330.	380.10
	SCIENTIFIC SUPPLY & EQUIPMENT INC	TEFLON MEMBRANE KIT/FILT PAPER	40142480.531330.	395.45
52724	SEA-ALASKA INDUSTRIAL ELECTRIC INC	REBUILD ABS PUMP	40142480.548000.	1,646.49
52725	JEFF SEIBERT	REIMBURSE AIRFARE FOR NLC TRIP	00100060.543000.	659.00
52726	NOREEN SHOLES	REFUND DUE TO WEATHER	00110347.376021.	12.00
52727	SIX ROBBLEES INC	TIRE CHAINS	501.141100.	172.02
	SIX ROBBLEES INC	BRAKE CONTROLLER	501.141100.	313.50

**CITY OF MARYSVILLE  
INVOICE LIST**

**FOR INVOICES FROM 1/5/2009 TO 1/5/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52727	SIX ROBBLEES INC	HVY DUTY TIRE CHAINS	50100065.534000.	288.88
52728	SNO CO PUBLIC WORKS	ROW PERMIT	40220594.563000.W0504	1,685.00
	SNO CO PUBLIC WORKS	UTILITY PERMIT RENEWAL FEE	40220594.563000.W0502	5,239.50
	SNO CO PUBLIC WORKS	UTILITY PERMIT FEE	40220594.563000.W0502	10,609.00
52729	SNOHOMISH PUBLISHING CO. INC	RECREATION GUIDES	00100720.541000.	2,593.29
	SNOHOMISH PUBLISHING CO. INC		00105120.549000.	11,747.04
52730	S.O. CREIGHTON ENGINEERING INC	FIRE PROTECTION PRO ENG SRVCS	00102020.541000.	621.00
52731	SOUND PUBLISHING INC	CLOSURE ADVERTISEMENT	30500030.563000.R0301	123.20
52732	SOUND SAFETY PRODUCTS CO INC	JACKETS-CD DEPT	00102020.526000.	237.18
	SOUND SAFETY PRODUCTS CO INC	WINTER JACKETS,SWEATSHIRTS	501.141100.	444.28
52733	MARLENE STADLER	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52734	SUBURBAN PROPANE	383.3 GAL PROPANE	00105380.547000.	1,662.34
52735	SUPERIOR COURT OF WASHINGTON	BAIL POSTED #985000499/08-1198	001.229050.	500.00
52736	SUPREME INTERNATIONAL	WINDSHIRTS AND OUTERWEAR	420.141100.	1,396.93
52737	SYSTEMS INTERFACE INC	CONTRACT PAY ESTIMATE	40220594.563000.W0808	19,410.65
52738	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00102020.542000.	24.62
	UNITED PARCEL SERVICE		00103222.541000.	18.92
	UNITED PARCEL SERVICE		40142480.542000.	21.63
52739	UNITED RENTALS	THROTTLE ARM ASSEMBLY	50100065.534000.	10.85
	UNITED RENTALS	REPAIR JUMPING JACK COMPACTOR	50100065.548000.	541.78
52740	USA BLUEBOOK	CHART PAPER/HYDRANT BAGS	401.231700.	-30.57
	USA BLUEBOOK		40140280.531000.	300.71
	USA BLUEBOOK		40140680.531000.	89.47
52741	TROY VAN HORN	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
52742	VARSITY COMMUNICATIONS, INC.	1/6 PAGE AD	42047267.544000.	730.00
52743	VERIZON NORTHWEST	METER READING PRO SERVICES	40141280.541000.	402.80
52744	KATHENE WINSTON	REFUND DUE TO WEATHER	00110347.376021.	12.00
52745	PETE YOCUM		00110347.376021.	12.00
<b>WARRANT TOTAL:</b>				<b><u>498,965.19</u></b>

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 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 January 1, 2009 claims in the amount of \$1,188,598.41 paid by Check No.'s 52581 through 52591 with no Check No.'s voided.
COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS  
FOR  
PERIOD-1**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,188,598.41 PAID BY CHECK NO.'S 52581 THROUGH 52591 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.

*Jandy Yung*  
\_\_\_\_\_  
AUDITING OFFICER

*1/9/09*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **1<sup>st</sup> DAY OF JANUARY 2009.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/1/2009 TO 1/7/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
52581	STATE AVENUE PLAZA, LLC	MONTHLY LEASE PAYMENT	00101250.545000.	28,000.00
52582	ASSOCIATION OF WASHINGTON CITIES	2009 SERVICE FEE	00100090.549000.	25,070.28
	ASSOCIATION OF WASHINGTON CITIES	09 AWC DRUG & ALCOHOL TEST	40143410.541000.	2,497.00
52583	CONSECO SENIOR HEALTH INSURANCE CO	09 INSURANCE PREMIUM-SIZEMORE	00103010.541100.	4,341.46
52584	IACIS	MEMBERSHIP DUES-FRANZEN	00103222.541000.	50.00
52585	ICOMPASS	2009 USER CONFERENCE-JEFFRIES	00101130.549000.	331.55
52586	INTERNATL ASSOC. CHIEFS OF POLICE	MEMBERSHIP DUES-SMITH, R	00103010.541000.	120.00
52587	MARYSVILLE FIRE DIST #12	FIRE/EMERGENCY AID SERVICES	00109522.551000.	433,388.77
	MARYSVILLE FIRE DIST #12		00109526.551000.	198,656.38
52588	PUGET SOUND CLEAN AIR AGENCY	2009 CLEAN AIR ASSESSMENT	00100090.549000.	18,208.00
52589	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	126.38
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	105.97
	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	49.00
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.62
52590	WASHINGTON CITIES INSURANCE AUTHORI	CITY WIDE INSURANCE	00100010.546000.	2,863.81
	WASHINGTON CITIES INSURANCE AUTHORI		00100020.546000.	10,023.34
	WASHINGTON CITIES INSURANCE AUTHORI		00100050.546000.	954.60
	WASHINGTON CITIES INSURANCE AUTHORI		00100110.546000.	9,068.74
	WASHINGTON CITIES INSURANCE AUTHORI		00100310.546000.	3,818.42
	WASHINGTON CITIES INSURANCE AUTHORI		00101023.546000.	13,364.46
	WASHINGTON CITIES INSURANCE AUTHORI		00102020.546000.	19,569.38
	WASHINGTON CITIES INSURANCE AUTHORI		00103010.546000.	6,682.23
	WASHINGTON CITIES INSURANCE AUTHORI		00103121.546000.	4,773.02
	WASHINGTON CITIES INSURANCE AUTHORI		00103222.546000.	37,706.86
	WASHINGTON CITIES INSURANCE AUTHORI		00103426.546000.	1,909.21
	WASHINGTON CITIES INSURANCE AUTHORI		00103528.546000.	1,909.21
	WASHINGTON CITIES INSURANCE AUTHORI		00103960.546000.	5,727.62
	WASHINGTON CITIES INSURANCE AUTHORI		00104190.546000.	12,409.85
	WASHINGTON CITIES INSURANCE AUTHORI		00104230.546000.	1,909.21
	WASHINGTON CITIES INSURANCE AUTHORI		00105120.546000.	2,863.81
	WASHINGTON CITIES INSURANCE AUTHORI		00105380.546000.	13,841.76
	WASHINGTON CITIES INSURANCE AUTHORI		00105515.546000.	10,500.64
	WASHINGTON CITIES INSURANCE AUTHORI		10111230.546000.	43,434.48
	WASHINGTON CITIES INSURANCE AUTHORI		40143410.546000.	4,773.02
	WASHINGTON CITIES INSURANCE AUTHORI		40143410.546000.	210,012.88
	WASHINGTON CITIES INSURANCE AUTHORI		41046060.546000.	34,843.05
	WASHINGTON CITIES INSURANCE AUTHORI		42047061.546000.	21,001.29
	WASHINGTON CITIES INSURANCE AUTHORI		50100065.546000.	3,341.11
52591	WMCA	CONF REGISTRATION-JEFFRIES	00101130.549000.	300.00

**WARRANT TOTAL:**

**1,188,598.41**



**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:     January 26, 2009**

AGENDA ITEM: 2009 Annual Concrete Construction Contract	AGENDA SECTION: New Business	
PREPARED BY: Jeff Laycock	APPROVED BY: <i>X</i>	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Contract (3 Copies)</li> </ul>		
	MAYOR	CAO
BUDGET CODE: 10111561.549000	AMOUNT: \$X	

The City solicited bids for miscellaneous concrete construction work pertaining to curb, gutter, sidewalk, driveway entrances and sidewalk ramps for the year 2009. This has been a standard procedure to renew the contract on a yearly basis. XXX was the low bidder. The contract is for work performed through December 31, 2009. The amount of the contractor is not to exceed \$200,000.

PLACED HERE

**RECOMMENDED ACTION:**  
 Staff recommends that Council authorize the Mayor to sign the Small Works Contract for concrete construction work with XXX in the amount not to exceed \$200,000.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

<b>AGENDA ITEM:</b> 2009 budget adjustment and authorization to spend I-Net funds on an I-Net fiber network expansion to the new Marysville Fire Administration building at 1094 Cedar Avenue.	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Worth Norton, Information Services Manager	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> 1) Comcast Custom Work Cost Estimate		
	MAYOR	CAO
<b>BUDGET CODE:</b> 10800080 549000	<b>AMOUNT:</b> \$ 15,596.68	

**DESCRIPTION:**

At the writing of the 2009 budget, the Marysville Fire District’s decision to move to a new building was not known to the City’s Information Services department. Since the adoption of the 2009 budget, the Fire District has chosen a new location at 1094 Cedar Avenue for their new administration building. Therefore, we are requesting that the Council authorize the use 2009 I-Net funds for the expansion of the City’s fiber network to the new Fire Administration building.

This project will provide fiber connectivity between the new Fire Administration building and the Public Safety building. These funds will also purchase two GBICs (gigabit interface converters) and patch cables to connect the City’s network to Comcast’s fiber.

The work being done by Comcast is covered by the original franchise agreement and the attached work order amends the original agreement. Therefore a new contract is not required for this work.

Comcast fiber with tax:	\$ 13,896.68
Network GBICs & patch cables:	1,700.00
<b>Total project cost:</b>	<b>\$ 15,596.68</b>

<b>RECOMMENDED ACTION:</b> The City’s Information Services department and the Marysville Fire District recommend that the City Council authorize a budget adjustment for the use of 2009 I-Net funds for the expansion of the City’s fiber network and authorize the Mayor to sign the attached Comcast work order.
---

<b>COUNCIL ACTION:</b>
------------------------



**CUSTOM WORK COST ESTIMATE**

January 2<sup>nd</sup> 2009

**City of Marysville  
1094 Cedar Avenue  
Marysville, WA 98720**

Reference Job Name: **Marysville I-NET 1094 Cedar**  
Reference Job #

Hello Chris;

We have performed a field survey for the new fire station at the following site address ( 1094 Cedar Avenue ) for the purpose of fiber connectivity back to Public Safety Center.

The estimated cost to install the fiber optic cable is **\$12,808.00**. This cost covers all design labor and material.

If you agree to pay the cost of construction, please sign where indicated below and return this form, along with a check payable to "Comcast" in the amount of **\$ 12,808.00** . This estimate is valid for 60 days, from the date of your receipt of this letter.

Please send your reply to: Comcast  
1525 75 ST SW #200  
Everett, WA 98203  
Attention: **Ed Calamaro**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

If you have any questions in regards to this estimate, please contact **Ed Calamaro at 425-263-5344**

Thank you and we look forward to providing you with the best in today's broadband services.

Sincerely,

**Ed Calamaro**



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

**CITY COUNCIL MEETING DATE:** January 26, 2009

<b>AGENDA ITEM:</b> Equipment Lease Between City of Marysville and Public Utility District NO. 1 of Snohomish County	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Mike Shepard , Fleet & Facilities Manager	<b>APPROVED BY:</b> <i>SC</i>	
<b>ATTACHMENTS:</b> Equipment Lease Between City of Marysville and Public Utility District NO. 1 of Snohomish County	<b>MAYOR</b>	<b>CAO</b>
	<b>BUDGET CODE:</b> 40143780.545000	
<b>BUDGET CODE:</b> 40143780.545000	<b>AMOUNT</b> \$8,766.60	

Attached is an Equipment Lease with Public Utility District NO. 1 of Snohomish County for two transformers needed to support power requirements at the old Interfor mill site. The lease contract term is for 5-years and it expires in August of 2013. One transformer supports the office building that the Community Development Building Department resides in and the other transformer supports the building that the Solid Waste Department resides in.

These transformers were leased by Interfor Pacific before the City purchased the property and City Staff has determined that continuing to lease the transformers is our best financial recourse other than removing the PUD transformers and purchasing new ones.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign the Equipment Lease with Public Utility District NO. 1 of Snohomish County for two transformers for the period of September 30, 2008 through August 31, 2013.
<b>COUNCIL ACTION:</b>

## EQUIPMENT LEASE

This Lease is entered into by and between **CITY OF MARYSVILLE**, (the "Lessee"), a municipality whose business offices are located at 1049 State Avenue, Marysville, Washington, and **PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY** (the "Lessor"), whose business offices are located at 2320 California Street, Everett, Washington, and whose mailing address is P. O. Box 1107, Everett, Washington, 98206-1107, on the following terms and conditions:

### Equipment Description

<i>Quantity</i>	<i>Lessor's ID Number</i>	<i>Type and Model Number</i>
1	UTC 295463	50 kVA 120/240 volt single phase overhead transformer
1	UTC 296841	225 KVA 480/277 volt three-phase padmount transformer

**Rent Commencement Date:** September 1, 2008                      **Monthly Rent:** \$146.11

**Expiration Date:** August 31, 2013

### Location of Equipment:

60 State Avenue, Marysville, Washington

- 1. LEASE.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described above upon the terms and conditions set forth herein (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as the "Equipment").
- 2. REQUIREMENTS BEFORE EQUIPMENT IS ENERGIZED.** The parties agree that the Lessor shall not energize the Equipment until the Lessee has, in the Lessor's opinion, complied with all applicable federal, state and local environmental and land use laws and regulations including, but not limited to: (1) the oil pollution prevention regulations codified at 40 Code of Federal Regulations Part 112; (2) the Washington Solid Waste Management Act as codified in Revised Code of Washington ("R.C.W.") Chapter 70.95; (3) the Washington Model Toxics Control Act, R.C.W. Chapter 70.105D; and, (4) the Federal Water Pollution Control Act, 33 United States Code §§ 1251 et seq.
- 3. INITIAL TERM.** The term of this lease shall begin on the date the Equipment is energized or on the 31st day after the Equipment is delivered to the Location of Equipment specified above, whichever first occurs, and shall continue for 12 consecutive months thereafter (the "initial term") unless earlier terminated as provided herein or unless extended automatically as provided herein.

**4. AUTOMATIC EXTENSION.** Lessee or Lessor may terminate this lease at the expiration of the initial term by giving the other party at least 90 days' prior written notice of termination. If neither Lessee nor Lessor gives such notice, then the term of this lease shall be extended automatically on the same rental and other terms set forth herein, except that in any event rent during any extended term shall be payable in the amounts and at the times provided in paragraph 3 for successive periods of one month until terminated by either Lessee or Lessor giving the other party at least 90 days' prior written notice of termination. In addition, the term of this lease may be extended upon such new or additional terms, including new monthly rental rates, as the parties may agree upon in writing.

**5. RENT.** Lessee shall for the initial term of this lease pay \$146.11 as Rent during each month in the term of this agreement, plus the leasehold tax and any other tax thereon. Lessee shall pay installments with the first installment to be paid on the next regular billing after Lessee executes this lease. Subsequent installments shall be payable on the next regular billing of each month after the initial term of this lease begins. This billing will be included in the energy bill for the service address listed under "Location of Equipment" on Page 1. of this Agreement.

During any extended term of this lease, basic rent shall be payable monthly in advance on the same day each month that the monthly rent was due during the initial term of this lease, except that the parties may agree in writing to a different basic rent amount during any extended term. In addition, Lessee shall pay leasehold taxes and any other applicable tax payable during any extended term.

**6. WARRANTIES.** Lessee acknowledges that Lessor is not the manufacturer of the Equipment nor the manufacturer's agent and disclaims any reliance upon any statements or representations made by Lessor. **LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, AND PUNITIVE DAMAGES, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT.** As between Lessor and Lessee it is agreed that all risks as to the design and capacity of the Equipment and all risks of whether the Equipment will satisfy the requirements of any law, regulation, code, rule, specification or contract are to be borne by the Lessee. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor.

Lessor:

**PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY**

By: *Dana Lee Rely*  
Name: *DANA LEE*  
Title: *EXEC. ASST MGR*  
Dated: *12-21-2008*

Lessee:

**CITY OF MARYSVILLE  
A Washington Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**7. TITLE AND IDENTIFICATION.** Title to the Equipment shall at all times during the term of this lease, including the initial term and any extended term remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens other than the rights of Lessee hereunder and claims and liens created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. Each item of leased Equipment shall, immediately following any request by Lessor, have plainly, distinctly and permanently affixed to it, at the expense of the Lessee, a metal plate or other suitable identification bearing the following words: "PUD No. 1 of Snohomish County, Owner and Lessor."

**8. LAWS AND TAXES.** Lessee shall comply with all laws and regulations, specifically including all electrical and building codes, relating to the Equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use or the rentals hereunder excluding, however, any taxes on or measured by Lessor's net income. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Lessee shall, in operating and disposing of the Equipment, comply with all applicable federal, state and local environmental and land use laws and regulations including, but not limited to: (1) the oil pollution prevention regulations codified at 40 Code of Federal Regulations Part 112; (2) the Washington Solid Waste Management Act as codified in Revised Code of Washington ("R.C.W.") Chapter 70.95; (3) the Washington Model Toxics Control Act, R.C.W. Chapter 70.105D; and, (4) the Federal Water Pollution Control Act, 33 United States Code §§ 1251 et seq., including any amendments to these laws and regulations hereafter enacted. Lessee shall be solely responsible for oil spill prevention, for the containment and cleanup of any oil leaked or spilled from the Equipment, and for any and all costs associated with the prevention, containment, and cleanup of oil leaked or spilled from the Equipment.

**9. INDEMNITY.** Lessee hereby agrees to indemnify, defend, and hold harmless Lessor from any and all liability and expense arising out of the ordering, ownership, use, condition, disposal, or operation of each item of Equipment during the term of this lease (including any extended term), except for any tax liability of the Lessor under paragraph 8. For purposes of this paragraph the following definitions apply:

(a) Lessor includes the Lessor's elected and other officials, officers, employees, agents and assignees;

(b) Liability includes any liability arising from Lessee's failure to comply with any of the terms of this agreement, including but not limited to: (1) any failure to maintain and protect Lessor's title to the equipment as provided in Section 7 of this agreement; (2) any failure to comply with electrical and building codes, environmental and land use laws, and to pay any taxes due upon the Equipment, as provided in paragraph 8; and, (3) failure to properly use and repair, and adequately maintain the Equipment as provided in Section 12, including any failure to repair the Equipment as directed by Lessor pursuant to Section 11; (4) failure to prevent encumbrances or liens from attaching the Equipment as required in Section 10; and, (5) failure to properly dispose of the Equipment or any hazardous materials or hazardous wastes produced as a result of the operation of the Equipment. (6) failure to maintain, replace or secure from damage any hardware, foundations and mounting structures (elevated or at ground level), used in the installation of the Equipment. In addition, liability shall include damages arising from death or injury to person, damage to property and strict liability under the laws or judicial decisions of any state or the United States including all claims, damages, demands, fines, judgments, penalties, obligations, and payments;

(c) Expense includes legal expenses including reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation.

Lessor shall give reasonable notice to Lessee in writing of any claim or threatened claim subject to this Section 9, and Lessee shall, at its own cost and expense, assume the investigation, defense and settlement of any such claim or threatened claim. Lessor may, at its own cost and expense, participate in investigating and defending the claim or threatened claim and, should Lessor so participate, Lessee shall cooperate fully with Lessor in defending the claim or threatened claim and Lessee shall not settle any such claim or threatened claim without Lessor's written consent.



**10. NO ASSIGNMENT OR LIEN.** Without Lessor's prior written consent, **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE, OR OTHERWISE ENCUMBER OR PERMIT A LIEN ARISING THROUGH LESSEE TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE OR THE EQUIPMENT,** or remove the Equipment from its location referred to above. Lessor may assign its interest in this lease and sell or grant a security interest in all or any part of the Equipment without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

**11. INSPECTION BY LESSEE.** Lessee shall have a reasonable time period, which the parties agree to be 10 days, to inspect the Equipment after it is energized. Unless Lessee gives written notice to the Lessor within 15 days after the Equipment is energized, specifying any defect or other objection to the Equipment it shall be conclusively presumed, as between Lessee and Lessor, that Lessee: (a) has fully inspected the Equipment, (b) acknowledged that the Equipment is in good condition and repair, (c) is satisfied with the Equipment, and (d) has accepted the Equipment in such good condition and repair. Lessee shall be precluded from relying on defects not stated in the notice as a basis for justifying rejection or claiming breach.

**12. USE AND REPAIRS.** Lessee will use the Equipment with due care and for the purpose for which it is intended and, in addition, will maintain the Equipment and any supporting structures and hardware utilized in the Equipment installation in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense. All such parts (excluding mounting poles, foundations, and like supporting structures) when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof. Lessee will comply and conform to all laws, ordinances, regulations, and codes as well as any manufacturer's maintenance manuals, instructions, bulletins, recommendations, etc., that relate in any manner to the possession, installation, use, and/or maintenance of the Equipment. In addition, Lessee will comply with all statutes and regulations governing the transportation, handling, storage and disposal of such hazardous wastes and hazardous materials as may be generated by or in connection with Lessee's use, repair, and maintenance of the Equipment.

**13. ACCESS FOR INSPECTION AND MAINTENANCE.** Lessee will provide Lessor with access to the Equipment at any time and from time to time during Lessee's regular operating hours so that Lessor may inspect the equipment. Lessor's inspections will be for the limited purpose of determining the existence and condition of the Equipment. Lessor will not inspect the Equipment to determine whether or not it is installed and/or is being operated as required by law, specifically including any environmental law or regulation or any electrical, safety or building code. If Lessee wishes any such determinations to be made, it must either engage professional engineers or consultants or contact the agency having jurisdiction to make inspections.

Should Lessor observe any conditions regarding the Equipment including its operation or installation, which, in the opinion of Lessor, has the potential to expose it to liability, Lessee may be notified of Lessor's opinion. If Lessor notifies Lessee of such a condition in writing and demands that Lessee cure the condition, Lessee agrees to do so in a reasonable period of time, which shall not in any case exceed 30 days. Where the condition constitutes an immediate danger to life, health, or property, Lessor may, without liability to Lessee, de-energize the Equipment immediately upon verbal notice to Lessee. If Lessee fails to cure the condition within such reasonable period, it shall constitute an "Event of Default."

**14. NOTICE OF BLOWN FUSES, ETC.** Lessee will notify Lessor as soon as reasonably possible, and in any case within 48 hours, after a primary fuse for the Equipment blows or after an oil leak or any other problem with the Equipment is observed.

**15. LOSS OR DAMAGE - REPLACEMENT.** Lessor is under no obligation to provide replacements of any Equipment lost or damaged. If it does so, replacement will be according to the terms and provisions of a lease agreement to be negotiated by the parties and not according to the terms of this agreement. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment, plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this lease not yet due at the time of such payment discounted from the respective dates installment payments would be due at the rate of 5% per annum. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received by Lessor shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.

**16. INSURANCE.** Lessee shall obtain and maintain on or with respect to the Equipment at its own expense: (a) liability insurance insuring against liability for bodily injury and physical damage with a minimum limit of \$2,000,000 combined single limit, and (b) physical damage insurance insuring the Equipment against all risks of loss or damage to or from every cause whatsoever for not less than the full replacement value thereof as determined by Lessor. Lessee shall, before taking possession of the Equipment, and thereafter at least 45 days prior to the expiration of each insurance policy, furnish Lessor with original certificates of insurance (together with copies of the underlying policies) evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the physical damage coverage. Each such

policy shall be in such form as may be satisfactory to Lessor and with insurers qualified to do business in the state of Washington rated A- or better by Best's Key Rating Guide, unless otherwise agreed upon. Each insurance policy shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy against Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' written notice before the policy in question shall be altered or canceled. The proceeds of insurance, at the option of Lessor, shall be applied (a) toward the replacement, restoration or repair of the Equipment or (b) toward payment of the obligations of the Lessee hereunder. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim or, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any said insurance policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

**17. DELIVERY AND RETURN OF EQUIPMENT.** Lessor shall transport and deliver the Equipment to Lessee at the location noted on the first page of this lease at its own cost and expense. Upon the expiration or earlier termination of this lease, Lessee will immediately deliver the Equipment to Lessor in the same condition as when Lessee took possession, ordinary wear and tear excepted, at Lessor's "Operations Center" located at 1802 75th Street, SW, Everett, Washington, or at such location within Snohomish County, Washington, as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery and return. Should Lessee fail to so return the Equipment to the District, Lessee shall defend, hold harmless, and indemnify the District against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments and penalties (together with reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any of the foregoing) arising from Lessee's failure to dispose of the Equipment in compliance with any applicable federal, state, or local laws governing the disposal of hazardous wastes, solid wastes, or waste oil.

**18. PREPARATION FOR DELIVERY.** The parties have entered separate agreements regarding the action and construction that each of them will undertake before the Equipment is delivered. Lessee understands that Lessor will not deliver the Equipment unless or until it is satisfied that all necessary actions and construction have been completed.

**19. ADDITIONAL ACTION.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose of this lease, including the execution and delivery of appropriate financing statements to fully protect Lessor's investment hereunder in accordance with the Uniform Commercial Code or other applicable law.

**20. LATE CHARGES.** If any installment of rent is not received by Lessor within 10 days after it is due, Lessor may impose a late charge of up to 5% of the amount of the installment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and then to current installments.

**21. DEFAULT.** Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment of rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days following written notice thereof by Lessor to Lessee; (c) Lessee or any guarantor of this lease or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this lease or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (e) any individual Lessee, guarantor of this lease, or partner of Lessee if Lessee is a partnership, shall die; (f) any financial or credit information submitted by or on behalf of Lessee shall prove to have been false or misleading in any material respect when submitted; (g) an event of default shall occur under any other obligation Lessee owes to Lessor; (h) any indebtedness Lessee may now or hereafter owe to Lessor or any affiliate thereof shall be accelerated following a default thereunder or, if any such indebtedness is payable on demand, payment thereof shall be demanded; and, (i) Lessee fails to properly use, repair, or maintain the equipment, or to comply with any applicable health, safety, environmental, land use, hazardous materials, or hazardous waste disposal law, rule or regulation.

**22. REMEDIES.** Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this lease is executed because the value of the Equipment at the expiration of this lease is uncertain, and therefore they agree that for purposes of this paragraph "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date plus (2) the amount of all unpaid rent for the balance of the term of this lease not yet due as of such date discounted from the respective dates installment payments would be due at the rate of 5% per annum.

Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect, provided, however, that upon the occurrence of an Event of Default specified in paragraph 21(d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.

(a) Lessor may, by written notice to Lessee, terminate this lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 22. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within Snohomish County, Washington, designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

(b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this lease or to recover, for breach of this lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d) and (e) below.

(c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d) and (e) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.

(d) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid at an annual rate equal to the lesser of 8% or the highest rate permitted by law.

(e) Lessor may exercise any right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment, and disposal of the Equipment and any associated hazardous materials or hazardous wastes.

No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. Nothing in this Section 22 shall be read to limit or preclude any other remedy available to Lessor. No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder. Lessor's

rights to liquidated damages may be enforced to the extent permitted by and in conformity with applicable law. Lessor shall not be responsible for damages of any kind, including but not limited to direct, indirect, consequential or punitive, arising from Lessor's de-energization of the Equipment after an Event of Default.

**23. NOTICES.** Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited in the United States mails, postage repaid, addressed to the recipient at its address set forth above or at such other address as may be last known to the sender.

**24. NET LEASE AND UNCONDITIONAL OBLIGATION.** This lease is a completely net lease and Lessee's obligation to pay rent and amounts payable by Lessee under the Loss or Damage paragraph above (paragraph 15) and the Remedies paragraph above (paragraph 22) is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.

**25. NON-CANCELLABLE LEASE.** This lease cannot be cancelled or terminated except as expressly provided herein.

**26. SURVIVAL OF INDEMNITIES.** All provisions of this Lease which reasonably should survive any termination or expiration of this Lease, including but not limited to paragraphs 5,7, 8, 9, 10, 20 and 22, shall survive such termination or expiration. The expiration or termination for any reason of this Agreement shall not relieve either party of any liability for any breach of this Agreement.

**27. MISCELLANEOUS – VENUE.** Any provision of this lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. This lease shall be governed by, and construed in accordance with, the substantive laws of the State of Washington. Venue of any litigation shall be in Snohomish County, Washington, or if appropriate in the United States District Court or the Bankruptcy Court for the Western District of Washington at Seattle.

**28. ACCEPTANCE.** Lessor will accept this lease by executing it below.

Lessee:

**CITY OF MARYSVILLE  
A Washington Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Lessor:

**PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY**

By: Dena Lee Peel \_\_\_\_\_

Name: Dena Peel \_\_\_\_\_

Title: Executive Account Manager \_\_\_\_\_

Dated: 12-21-2008 \_\_\_\_\_

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** January 26, 2009

<b>AGENDA ITEM:</b> Notice of Termination of Lease with Clear Channel/Ackerly Communications	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Mike Shepard , Fleet & Facilities Manager	<b>APPROVED BY:</b> <i>XS</i>	
<b>ATTACHMENTS:</b> Notice of Termination of Lease and lease document		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT</b>	

Attached is a Notice of Termination of Lease between the City and Clear Channel/Ackerly Communications. This Lease allows for the placement of a billboard on City property located East of State Avenue and South of 1<sup>st</sup> Street. The State of Washington Department of Transportation will be replacing the Ebey Slough Bridge and widening State Avenue. The Clear Channel billboard is in the way of this construction project and it must be removed.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign the Notice of Termination of Lease with Clear Channel/Ackerly Communications.
<b>COUNCIL ACTION:</b>  



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 2009**

AGENDA ITEM: Professional Services Agreement with Macaulay & Associates, Ltd. for Professional Services on the I-5 Overpass at 156 <sup>th</sup> St. NE Local Improvement District (LID)	AGENDA SECTION:	
PREPARED BY: Shawn Smith, P.E., Engineering Services Manager	APPROVED BY: JC	
ATTACHMENTS: Professional Services Agreement		
	MAYOR	CAO
BUDGET CODE: 30500030.563000 R0604	AMOUNT: \$56,200.00	

**DESCRIPTION:**

This Professional Services Agreement will provide the City with the professional appraisal services for the I-5 Overpass at 156<sup>th</sup> St. NE LID. This contract provides for a special benefit/proportionate assessment study for the 156<sup>th</sup> St. Overpass LID. Macaulay & Associates, Ltd. received the top score from all three staff members, out of the three proposals received.

An informal survey was conducted on the benefit study area, and the majority of the property owners in the area are in support of the LID, with several others saying that they would need to know exact costs prior to making a decision. The next step in this LID is to do the special benefit/proportionate assessment study.

It is staff's opinion that the fee of \$56,200.00 is fair and staff is confident that the City would be well-served by this contract.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the Professional Services Agreement in the amount of \$56,200.00 with Macaulay & Associates, Ltd.

**COUNCIL ACTION:**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND MACAULAY & ASSOCIATES, LTD.  
FOR CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Macaulay & Associates, Ltd., 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 consultant services to provide a preliminary special benefit/proportionate assessment study for a proposed road improvement project 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 proposed 156<sup>th</sup> St NE overpass, Scenario 1, 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 by 12 weeks after date of executed contract, 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 Consultant 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 Consultant in performance of Consultant's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, 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 Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of

indemnification, shall be only to the extent of the Consultant's negligence.

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

### III.7 INSURANCE.

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

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

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

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

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

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

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

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to

comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

#### ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$56,200. 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  
ATTN: Shawn Smith  
80 Columbia Avenue  
MARYSVILLE, WA 98270

Notices to the Consultant shall be sent to the following

address:

Macaulay & Associates, Ltd.  
Attn: Robert Macaulay, MAI  
2927 Colby Ave, Suite 100  
Everett, WA 98201

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

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

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

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

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

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

CITY OF MARYSVILLE

By \_\_\_\_\_

\_\_\_\_\_  
*Robert J. Macaulay*, CONSULTANT

By \_\_\_\_\_  
*Robert J. Macaulay*

Approved as to form:

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



Charles R. Macaulay, MAI  
Robert J. Macaulay, MAI  
Jim E. Dodge  
Yvonne Alexander-Smith

Paul C. Bird  
Richard J. DeFrancesco  
Teresa M. O'Leary  
Kelly R. Hao

December 22, 2008

Mr. Shawn A. Smith, P.E.  
Engineering Services Manager, Land Use  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

Re: Time and fee proposal regarding a preliminary special benefit/proportionate assessment study for a proposed road improvement project and I-5 overpass construction in the vicinity of 156th Street NE within the City of Marysville, WA, under three different project scenarios.

Dear Mr. Smith:

As requested this proposal covers three scenario's which would encompass the two project areas described as phase 1 and phase 2, summarized below.

Phase or scenario 1 will consist of widening and extending 156<sup>th</sup> Street NE from Smokey Point Blvd. over I-5, extending north on a new alignment south of Gissberg Twin Lakes County Park and then east to connect with Twin Lakes Avenue. The overcrossing design will be such that it can be converted in the future to a full diamond interchange. Phase (scenario) 2 will widen and extend 156<sup>th</sup> Street NE east of I-5 to 51<sup>st</sup> Avenue NE and widen 51<sup>st</sup> Avenue NE as it extends north to the Arlington city limits south of 172<sup>nd</sup> Street NE (SR 531).

The scope of the assignment will involve completion of a preliminary special benefit/proportionate assessment study and preparation of a report summarizing our findings for each of the two phases. A third scenario is also considered herein, which analyzes the two phases as a single project. The report(s) will consider physical and economic characteristics of each affected parcel. A base study will be undertaken, to consist of the assemblage of pertinent market data and investigation of the environmental, economic, governmental and social forces influencing the subject area. Consideration will be given to current zoning, land use trends, building improvements, wetland areas, highest and best use and other factors influencing market value for each property type or ownership, without and with the amenity of the LID road improvement project.

The increase in probable market value adhering to each parcel due to the LID project is the measure of special benefit. The total assessment to be levied will be obtained from the municipal LID coordinator. The sum total of special benefit estimated for each parcel is the aggregate special benefit attributable to assessable property within the proposed LID; this total divided into the total LID assessment provides the assessment ratio or the LID assessment per dollar of special benefit. The special benefit to each parcel times the cost/benefit ratio results in the individual assessment recommended to that parcel.

The recommended assessments will meet the following two criteria:

- a) Each recommended assessment is equal to or less than the special benefit accruing to that particular parcel.
- b) Each recommended assessment is fair and in proportion to the special benefit derived by that parcel and all other parcels due to the LID project.

There are many variables in a sizable project such as this which spans an extended time period. It has been our experience when working on projects of this magnitude that there are often scheduling changes as well as revisions to the scope of our assignment and other unforeseen complications which can result in increased time expenditures. Although this proposal is currently our best estimate of the scope of the assignment, some flexibility in contract arrangements into which we enter would be most beneficial to both parties. We have made every effort to estimate the hours needed to successfully complete the assignment. However, if the scope of work is expanded or other significant factors at some point enter into defining our assignment, it may be necessary to negotiate supplemental agreements or contract amendments.

Completion of our work, as the assignment is described herein, will result in a preliminary formation special benefit study report which outlines the recommended LID boundary and provides a narrative summary of the study and tabulation of recommended assessments for all assessable parcels specially benefitted by the project. Due to the size of the project and number of parcels, individual appraisal reports on each are not prepared. Limited assignment appraisal techniques are utilized and a spreadsheet summarizing our value conclusions without and with the LID assumed completed is prepared. Based on the above scope of work, our time and fee estimate is summarized below:

<b>Scenario 1</b>				
<b>Appraiser</b>	<b>Task</b>	<b>Est. Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Robert Macaulay, MAI	Analysis, property inspections, LID boundary review, meetings/consultation, report preparation	110	\$225	\$24,750
Jim Dodge/Kelly Hao	Analysis/report preparation assistance, LID boundary review, property inspection, meetings	140	\$150	\$21,000
Yvonne Alexander-Smith	Project coordination, market data research, spreadsheet compilation, property data review, report editing	110	\$95	\$10,450
<b>Total Proposed Fee</b>				<b>\$56,200</b>

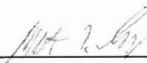
<b>Scenario 2</b>				
<b>Appraiser</b>	<b>Task</b>	<b>Est. Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Robert Macaulay, MAI	Analysis, LID boundary review, meetings/consultation, report preparation	10	\$225	\$22,500
Jim Dodge/Kelly Hao	Analysis/report preparation assistance and meetings	120	\$150	\$18,000
Yvonne Alexander-Smith	Project coordination, market data research, spreadsheet compilation, property data review, report editing	80	\$95	\$7,600
<b>Total Proposed Fee</b>				<b>\$48,100</b>

<b>Scenario 3</b>				
<b>Appraiser</b>	<b>Task</b>	<b>Est. Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Robert Macaulay, MAI	Analysis of both project areas as single LID, meetings/consultation, report preparation, boundary review	200	\$225	\$45,000
Jim Dodge/Kelly Hao	Analysis/report preparation assistance and meetings	220	\$150	\$33,000
Yvonne Alexander-Smith	Project coordination, market data research, spreadsheet compilation, property data review, report editing	170	\$95	\$16,150
<b>Total Proposed Fee</b>				<b>\$94,150</b>

Additional work for court testimony, trial preparation or individual report preparation would be billed separately at the hourly rates summarized above. After we have your authorization to proceed, our completion time will be approximately 10 to 12 weeks from that date. The above time frame also assumes that preparation of the reports on each of the two project phases occurs concurrently.

This project looks interesting and challenging and we appreciate the opportunity to make this proposal. Please call if you have further questions.

Sincerely,  
 MACAULAY & ASSOCIATES, LTD.

  
 \_\_\_\_\_  
 Robert J. Macaulay, MAI  
 WA State Certified - General Appraiser No 1100517

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 2009**

<b>AGENDA ITEM:</b> East Sunnyside/Whiskey Ridge Design Standards and Guidelines and East Sunnyside/Whiskey Ridge Streetscape Design Plan	<b>AGENDA SECTION:</b> Ordinances	
<b>PREPARED BY:</b> Gloria Hirashima, Community Development Director	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1. East Sunnyside/Whiskey Ridge Design Standards and Guidelines</li> <li>2. East Sunnyside/Whiskey Ridge Streetscape Design Standards and Guidelines</li> <li>3. Planning Commission Minutes from 6/10/08, 10/14/08, and 10/28/08.</li> <li>4. Draft Ordinance.</li> </ol>		
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

The Planning Commission has made a recommendation to approve the East Sunnyside/Whiskey Ridge Design Standards and Guidelines and East Sunnyside/Whiskey Ridge Streetscape Design Plan. The Planning Commission held a public hearing on October 28, 2008 where they accepted public testimony and recommended the draft plan dated 10/23/08.

The City Council has the following options: 1) Accept the Commission's recommendation, in which case they should determine whether to delay or separate the eleven amendment proposals; 2) Hold additional public hearings to consider amendments to the plan and regulations; 3) Remand the plan & regulations to the Planning Commission for further review; or 4) Deny the Commission's recommendation.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the ordinance adopting the East Sunnyside/Whiskey Ridge Design Standards and Guidelines and East Sunnyside/Whiskey Ridge Streetscape Design Plan.
<b>COUNCIL ACTION:</b>

# East Sunnyside/Whiskey Ridge Design Standards and Guidelines

- Residential Subdivision Design
- Site Design
- Vehicular Access and Parking
- Pedestrian Environment
- Building Design
- Landscaping and Screening
- Signage



October 23, 2008 - DRAFT

# Table of Contents

---

---

<b>Introduction .....</b>	<b>1</b>
<b>Design Standards and Guidelines .....</b>	<b>4</b>
Section A: Residential Subdivision Design .....	5
A.1 Residential Subdivision Design .....	5
Section B: Site Design .....	6
B.1 Building Location and Orientation .....	6
B.2 Street Corners .....	10
B.3 Open Space .....	12
B.4 Side and Rear Yard Treatments .....	18
Section C: Vehicular Access and Parking .....	22
C.1 On-Site Vehicular Access and Connections .....	22
C.2 Parking .....	23
Section D.: Pedestrian Environment .....	25
D.1 Sidewalk and Pathway Standards and Guidelines .....	25
D.2 Pedestrian Circulation .....	28
D.3 Lighting .....	29
Section E: Building Design .....	31
E.1 Building Entries .....	31
E.2 Architectural Character and Scale .....	34
E.3 Building Details .....	41
E.4 Building Materials and Color .....	46
Section F: Landscaping and Screening .....	48
F.1 Landscaping .....	48
F.2 Fences and Screening Elements .....	50
Section G: Signage .....	53
G.1 Sign Standards and guidelines .....	53
<b>Definitions .....</b>	<b>60</b>

## Table of Contents

---

ii

**DRAFT - MAKERS** architecture and urban design  
0754\_WhiskeyRidge\_DG\_10-23-08 - 1/5/2009

# Introduction

## Authorization and Purpose

Design standards and guidelines are a critical tool to help guide private development in a way that can help realize the community's goals and objectives. Ultimately, the design standards and guidelines are intended to:

- Provide clear objectives for those embarking on the planning and design of projects in the Whiskey Ridge Neighborhood.
- Increase awareness of design considerations among the citizens of the Whiskey Ridge Neighborhood.
- To maintain and enhance property values within the Whiskey Ridge Neighborhood.

## To What Properties Do the Standards and Guidelines Apply?

These standards and guidelines apply to new development within the Whiskey Ridge Master Plan area.

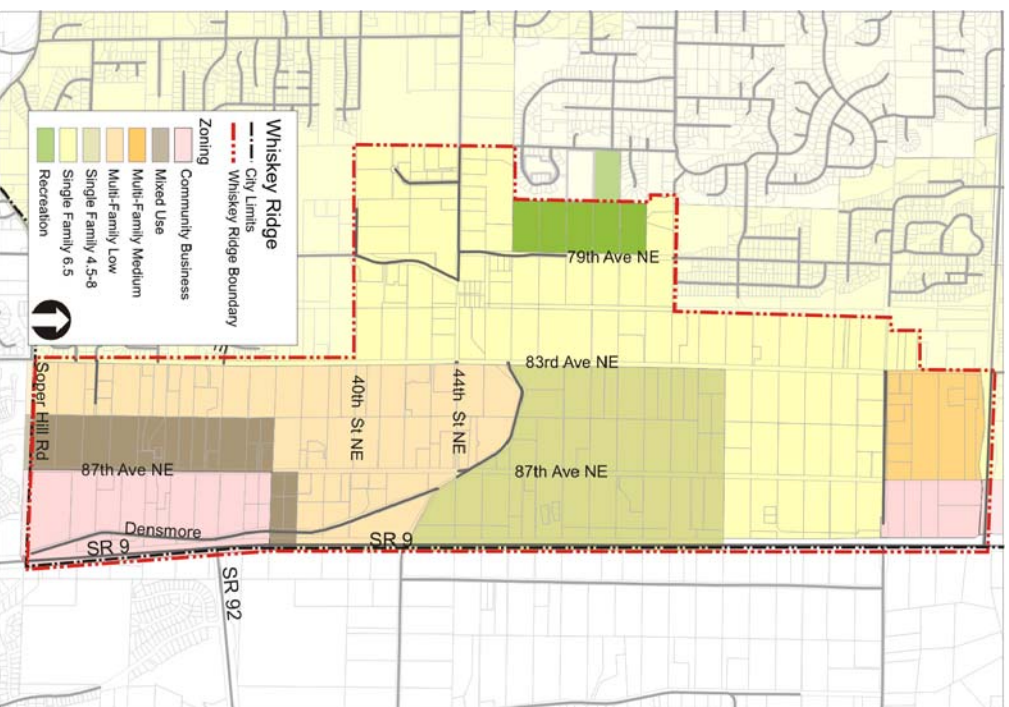


Figure 1. Properties applicable to the Whiskey Ridge Design Standards and Guidelines.



## When Do I Need to Comply?

These standards and guidelines shall be applied by the city to individual building permits for development in the Whiskey Ridge Master Plan area. Section A applies to single family and duplex development along arterial streets. The remaining sections apply to commercial and multifamily development within the master plan area. The following are exempted from these standards and guidelines:

- a. Construction activities which do not require a building permit;
- b. Interior remodels of existing structures;
- c. Modifications or additions to existing multifamily, commercial, industrial, office and public properties when the modification or addition:
  - i. Constitutes less than 10 percent of the existing horizontal square footage of the use or structure; and
  - ii. Constitutes less than 10 percent of the existing building's exterior facade.

Item13-6

These standards are intended to supplement the existing and future zoning standards in the Marysville Municipal Code. The design standards will be in addition to the base standards and a site plan approval process will be required by the City of Marysville. Due to the high variety of uses allowed, some incompatibility between this plan and the Marysville Municipal Code may arise. If there is a conflict that arises between this Master Plan and the Marysville Municipal Code, the Planning Director will issue an administrative interpretation to define which code standard will apply.

## How Are the Standards and Guidelines Applied?

Each chapter of the standards and guidelines contains a list of "Intent" statements followed by "Standards and Guidelines." Specifically:

- **Intent** statements are overarching objectives. For example, one of the intent statements for the subchapter on Building Location and Orientation is to "Enhance the visual character of streets within the neighborhood."

- **Standards and guidelines** using words such as “**shall**”, “**must**”, “**is/are required**”, or “**is/are prohibited**” signify required actions. In special circumstances, the *Director* will allow alternative design treatments as long as applicants can successfully demonstrate that the proposal meets the intent. Such options apply only to those standards and guidelines where they are specifically noted.
- **Standards and guidelines** using words such as “**should**” or “**is/are recommended**” signify voluntary measures.

Furthermore, the document contains some specific standards and guidelines that are easily quantifiable, while others provide a level of discretion in how they are complied with. In the latter case, the applicant must demonstrate to the *Director*, in writing, how the project meets the intent of the standard.

## Review Process

These standards and guidelines should be studied at the beginning of a prospective applicant’s planning process and are intended to make people aware of the design issues that warrant early consideration. The City requires prospective applicants to apply for a **Pre-Application Conference** prior to applying for development permits. The goal of this meeting is to provide clear direction to the applicant early in the process, provide for an informal discussion of site-specific design issues and opportunities, and minimize the need for costly design changes late in the design phase.

Applicable review processes are defined in Title 15 and 19, MMC.

## Definitions

Words within the standards and guidelines that are in *italics* are defined in the **Definitions** chapter.

# Design Standards and Guidelines

---

---

**Section A: Residential Subdivision Design**

**Section B: Site Design**

**Section C: Vehicular Access and Parking**

**Section D: Pedestrian Environment**

**Section E: Building Design**

**Section F: Landscaping and Screening**

**Section G: Signage**

Item13-8

## **A.1 Residential Subdivision Design**

### **Intent**

- ◆ *To provide pedestrian-oriented streets where development faces the street.*

### **Standards and Guidelines**

**A.1.1 Residential Developments.** All residential developments shall be designed to front onto streets. Configurations where dwelling units and/or residential lots back up any street are prohibited except for those lots adjacent to State Route 9. For example, new subdivisions along 83<sup>rd</sup> Avenue NE could be configured so that lots fronting on the street feature alley access in the rear or other shared driveway access as approved by the City on the side of the lots. Lot configurations where side yards face the street are acceptable. See standard F.2.1 for related fence requirements along side yards.



*Figure A-1. Homes along an arterial served by alley access in the rear.*

Item13-9

## Section B: Site Design

### B.1 Building Location and Orientation

#### Intent

- ◆ To arrange and orient buildings in a way that encourages pedestrian activity in the neighborhood.
- ◆ To enhance the visual character and definition of streets within the neighborhood.
- ◆ To encourage interaction among neighbors.
- ◆ To increase privacy for residential uses located near the street.
- ◆ To take advantage of special opportunities to create a composition of buildings and open spaces.

#### Standards and Guidelines

**B.1.1 Storefronts.** Buildings with non-residential uses on the ground floor may be placed at the edge of the sidewalk, provided they feature a *pedestrian-oriented facade*, per Standard B.1.2 below.

**B.1.2 Pedestrian-Oriented Facades.** To meet the definition of a *pedestrian-oriented facade*, a facade must include the following elements:

- a. The primary pedestrian entrance shall be located on this facade.
- b. The ground floor facade between 2 and 8 feet above the ground shall contain a minimum of 75 percent transparent window area.
- c. Weather protection at least 5 feet in depth and at least 8 feet above the ground along a minimum of 75 percent of the facade.



Figure B-1. Pedestrian-oriented facade example.

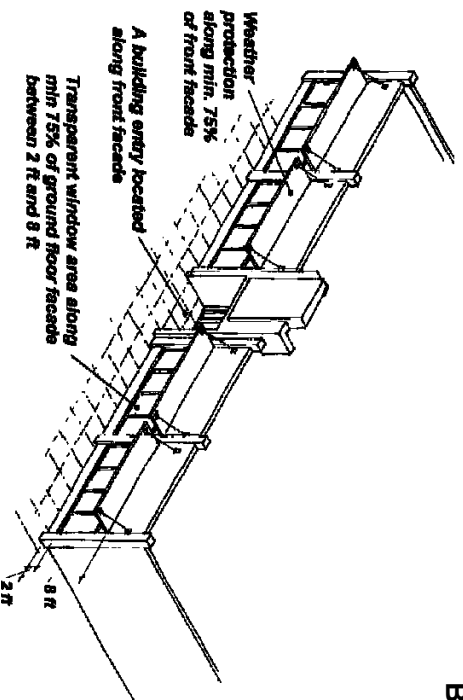


Figure B-2. Pedestrian-oriented facade requirements.

**B.1.3 Commercial and Mixed-Use Buildings.** Such buildings shall be located

and oriented towards the street. To meet this requirement, the building entries and windows must face the street. Specific provisions and exceptions include:

- a. Parking lots shall not be located between the building and the street.
- b. Building *facades* facing the street must have transparent windows or doors covering at least 25% of the ground floor *facade* between 4-8 feet above the level of the sidewalk. Departures will be considered by the *Director* provided the proposed building configuration and design enhances the pedestrian environment of the neighborhood.
- c. For sites that front on more than one public street, the buildings are encouraged to orient to both streets. Priority shall be given to 87<sup>th</sup> Avenue NE or other streets that are more visible and/or provide a better opportunity for increased pedestrian activity.
- d. For large sites (over 2 acres) featuring multiple buildings, developments shall configure buildings to create focal points for pedestrian activity on the site. However, no more than 50 percent of the 87<sup>th</sup> Ave NE *frontage* may be occupied by vehicular access or parking. Exceptions: An increased percentage of parking or vehicular access along the streetfront may be allowed where the configuration allows the development to better meet the intent of the standards and guidelines. For example, if the configuration allows for a centralized plaza surrounded by a concentration of retail uses, an increase in the percentage of parking along the streetfront would be allowed.
- e. Development fronting on Soper Hill Road and 35<sup>th</sup> Street NE may be exempted from this requirement.
- f. Where unique topographical or environmental conditions make conformance difficult or undesirable, the *Director* shall allow

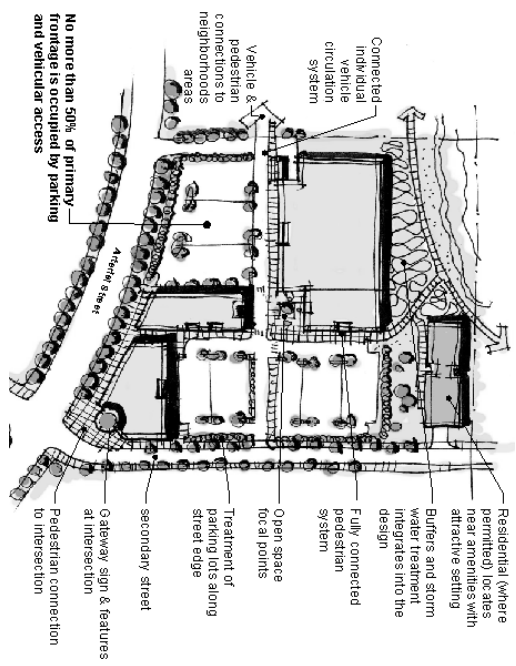


Figure B-3. For large sites featuring multiple buildings, no more than 50 percent of the primary public street frontage may be occupied by vehicular access or parking.

Item13-11

## B. Site Design

alternative building placement and/or orientation, provided the overall development meets the intent of the standards and guidelines.

For all departures or exemptions noted above, the development shall incorporate design features that add visual interest to the pedestrian environment, maintain visual continuity along the streets and enhance pedestrian access.

**B.1.4 Front Setbacks for Multifamily Buildings.** Ground floor multifamily residential uses and residential buildings shall be set back at least 10 feet from the sidewalk.

**B.1.5 Multifamily Building Location and Orientation.** Multifamily residential buildings shall be located and oriented towards streets and not parking lots or adjacent properties. Specifically:

- a. Parking lots shall not be located between the building and the street.
- b. The primary building entry shall face the street. Alternatively, building entries that face onto a *courtyard* which is oriented towards the street are acceptable.
- c. Buildings with individual ground floor entries should face the street to the extent possible. Again, configurations where entries face onto a *courtyard* or open space that is oriented to the street are acceptable.
- d. Buildings shall also provide windows that face the street to provide “eyes on the street” for safety. To meet this requirement, at least 15% of the *facade* shall be occupied by transparent windows or doors. See Figure B-5 for clarification on how transparency requirements are calculated.

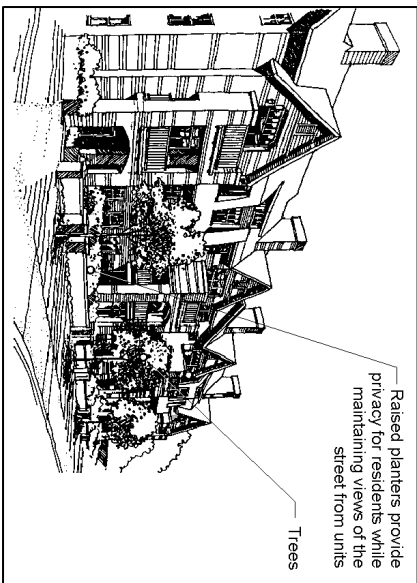


Figure B-4. Multifamily building oriented towards the street.

- e. Departures will be considered by the *Director* provided they meet the intent of the standards and guidelines. For example, alternative configurations may be more desirable to take advantage of special views or special environmental features.

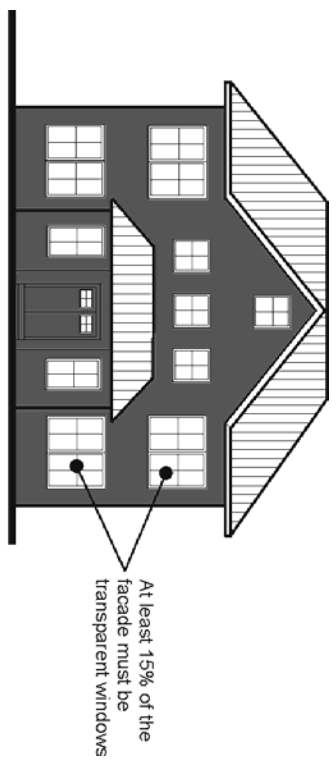


Figure B-5. Facade transparency requirements.

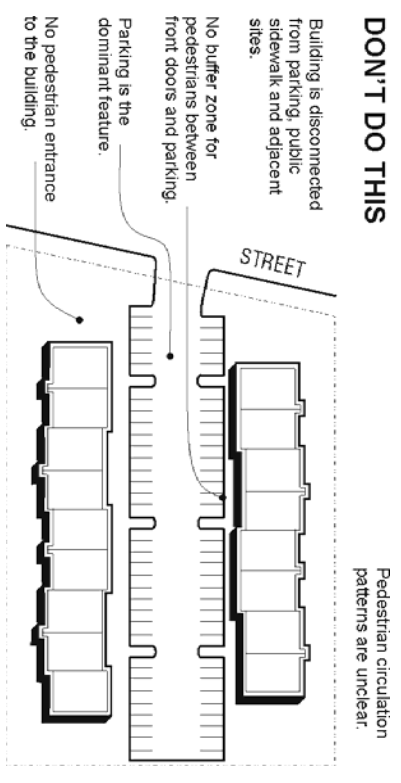
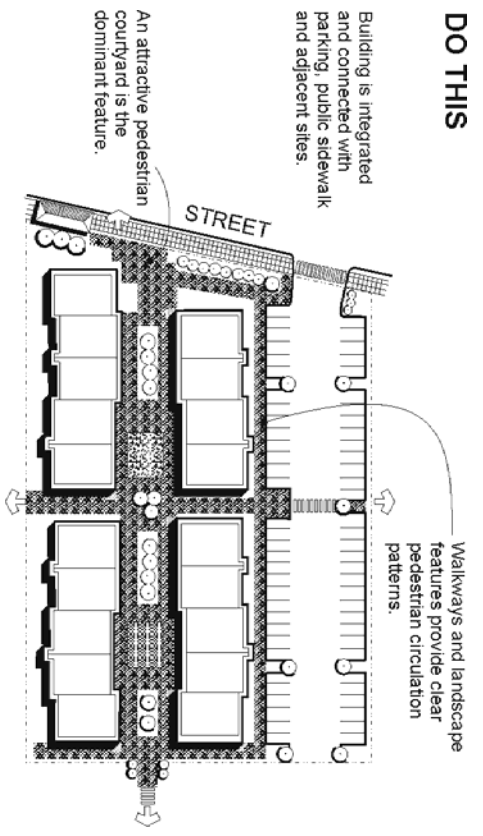


Figure B-6. Good and bad multifamily development configurations.



## B.2 Street Corners

### Intent

- ◆ To enhance the character and identity of the area.
- ◆ To enhance the pedestrian environment at street corners.

### Standards and Guidelines

*NOTE: Street corner developments are subject to the City's site distance standards.*

- B.2.1 Street Corner Treatment.** All development proposals located at street corner sites in the Community Business and Mixed-Use zones shall include at least one of the design treatments described below (in order of preference):
- a. Locate a building towards the street corner (within 15 feet of the corner property line).
  - b. Provide *pedestrian-oriented space* (as defined in Standard B.3.2) at the corner leading directly to a building entry or entries.

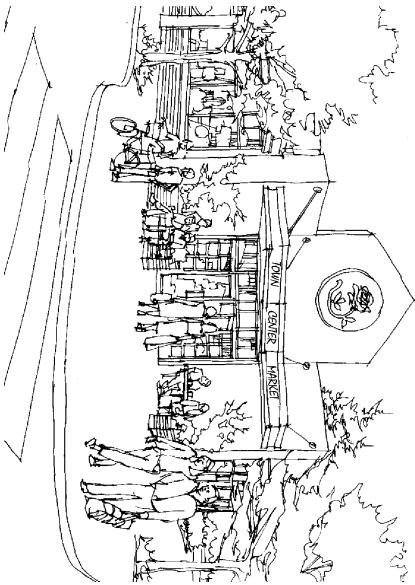


Figure B-7. This example includes both a building located towards the street corner and a small pedestrian-oriented space.



Figure B-8. Street corner building example.

If a or b are not feasible or desirable per the *Director*, consider the following options:

- c. Install substantial landscaping (at least 30 feet by 30 feet or 900 square feet of ground surface area with trees, shrubs, and or ground cover). The space may include a special architectural element, such as a trellis, to add identity or demarcation of the area. Such an architectural element may have a sign incorporated into it (as long as such sign does not identify an individual business or businesses);
- d. Other treatments will be considered, provided they meet the intent of the standards and guidelines as determined by the *Director*.

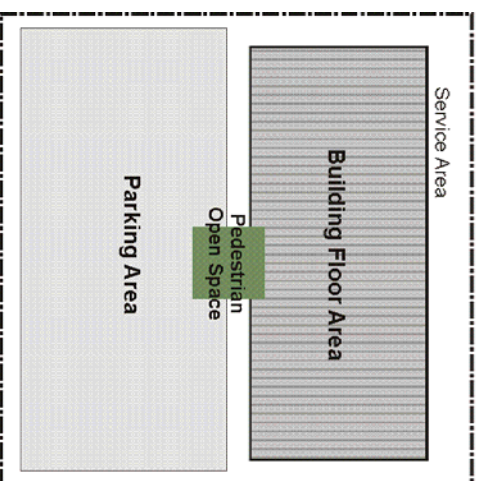


*Figure B-9. This street corner successfully combines landscaping with architectural elements. Signage demarcates the area, not an individual store.*



Figure B-10. Pedestrian-oriented spaces are a critical element of successful commercial and mixed-use developments.

Standard:  
2% + 1%



2% of applicable site +  
1% of building floor area =  
required pedestrian-oriented open space

## B.3 Open Space

### Intent

- ◆ To provide a variety of accessible and inviting pedestrian-oriented areas to attract shoppers to commercial areas and enrich the pedestrian environment.
- ◆ To create usable, accessible, and inviting open spaces for residents.
- ◆ To create open spaces that enhance the residential setting.

### Standards and Guidelines

*NOTE: Developments are subject to MMC Chapter 18A.04, "parks, recreation, open space and trail impact fees and mitigation," unless otherwise noted.*

**B.3.1 Open Space for Non-Residential Uses.** Non-residential uses shall provide pedestrian-oriented space, defined in Standard B.3.2 below, in conjunction with new development according to the formula below.

#### Requirement:

2 percent of the applicable site\* +  
1 percent of the non-residential building floor area (excluding  
structured parking areas)

\*Applicable site refers to that portion of a property or properties that is proposed for development.

For the purposes of this section, all required sidewalks and walkways shall not count as pedestrian-oriented space. However, the Director may allow those portions of sidewalks or walkways widened beyond minimum requirements to count towards the required pedestrian-oriented space as long as such space meets the definition of pedestrian-oriented space.

*Figure B-11. An illustration of how much pedestrian-oriented space would be required for a typical grocery store served by surface parking.*



Figure B-12. Pedestrian-oriented space in front of a grocery store



Figure B-13. Pedestrian-oriented space in a shopping center.

**B.3.2 Pedestrian-Oriented Spaces.** These are predominantly hard-surfaced plaza- or courtyard-type spaces provided with commercial and mixed-use buildings.

- a. To qualify as a *pedestrian-oriented space*, an area shall have:
- Pedestrian access to the abutting structures from the street, private drive, or a nonvehicular courtyard.
  - Paved walking surfaces of either concrete or approved unit paving.
  - Pedestrian-scaled lighting (no more than 15 feet in height) at a level averaging at least 2 foot candles throughout the space. Lighting may be on-site or building-mounted lighting.
  - At least 2 linear feet of seating area (bench, ledge, etc.) or one individual seat per 60 square feet of plaza area or open space (up to 50% of seats may be moveable).
  - Be sited in areas with significant pedestrian traffic to provide interest and security, such as adjacent to a building entry.
  - Landscaping components that add seasonal interest to the space.



Figure B-14. Examples of pedestrian-oriented spaces.

## B. Site Design

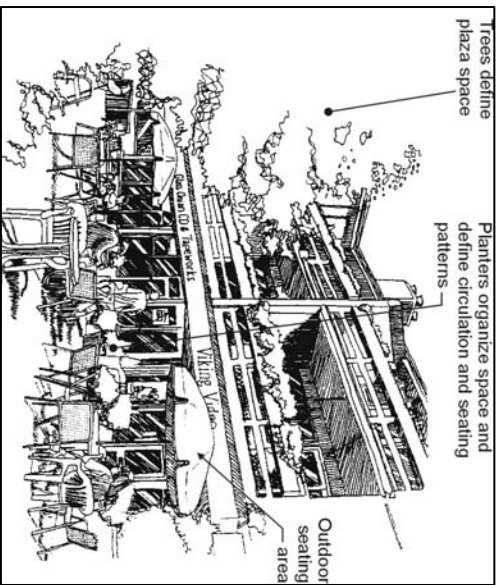


Figure B-15. Pedestrian-oriented space example.

b. The following features are encouraged in *pedestrian-oriented space* and may be required by the *Director* for a space to meet the intent of the standards and guidelines:

- Pedestrian amenities, such as a water feature, drinking fountain, tables, and/or distinctive paving or *artwork*.
- A pedestrian-oriented building *facade* on some or all buildings facing the space.
- Consideration of the sun angle at noon and the wind pattern in the design of the open space.
- Transitional zones along building edges to allow for outdoor eating areas and a planted buffer.

c. The following features are prohibited within *pedestrian-oriented space*:

- Asphalt or gravel pavement.
- Adjacent unscreened parking lots.
- Adjacent chain link fences.
- Adjacent *blank walls*.
- Adjacent unscreened dumpsters or service areas.
- Outdoor storage or retail sales that do not contribute to the pedestrian environment.

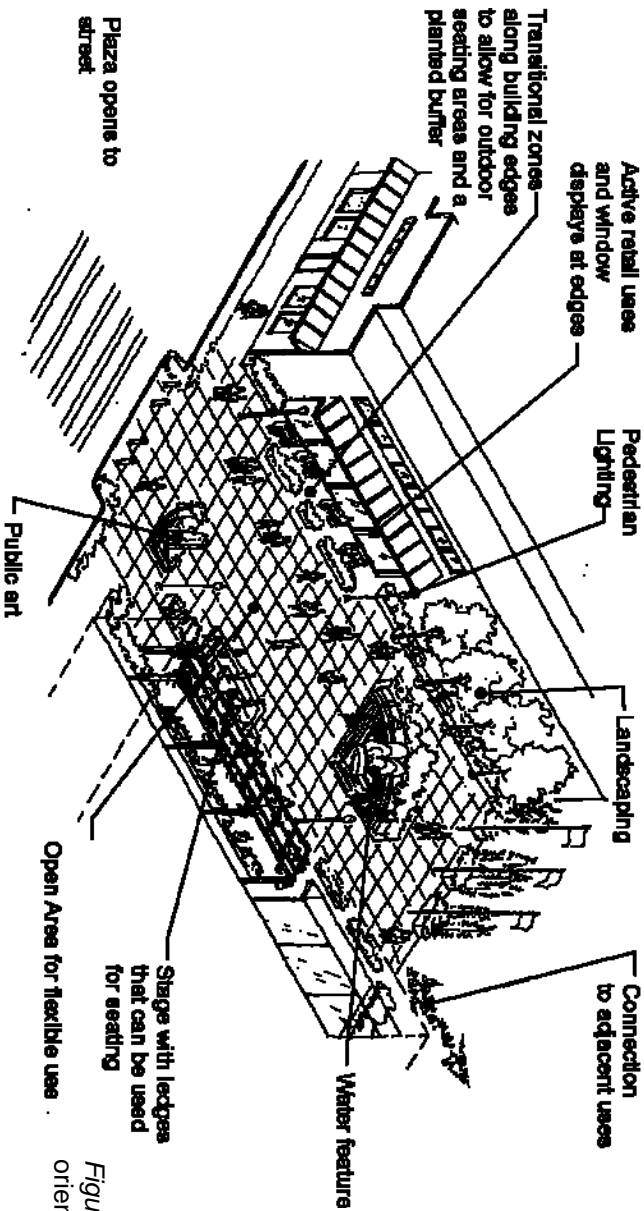


Figure B-16. Large example of pedestrian-oriented space.

**B.3.3 Multifamily Open Space.** Multifamily residential uses shall provide open

space equivalent to at least 20% of the building's livable floor area. The required area may be satisfied with one or more of the elements listed below:

- a. Common open space accessible to all residents shall count for up to 100 percent of the required open space. This includes landscaped *courtyards* or *decks*, gardens with pathways, children's play areas, or other multi-purpose recreational and/or green spaces. Special requirements and recommendations for common spaces include the following:
  - Space shall be large enough to provide functional leisure or recreational activity per the *Director*. For example, long narrow spaces (less than 20 feet wide) rarely, if ever, can function as usable common space.
  - Consider space as a focal point of development.
  - Space (particularly children's play areas) shall be visible from dwelling units and positioned near pedestrian activity.
  - Space shall feature paths, plantings, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable.
  - Individual entries shall be provided onto common open space from adjacent ground floor residential units. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are strongly encouraged to enliven the space.
  - Separate common space from ground floor windows, streets, service areas and parking lots with landscaping and/or low-level fencing, where desirable.
  - Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible.
  - Required setbacks, landscaping, driveways, parking, or other vehicular use areas shall not be counted toward the common space requirement.
  - Rooftop decks shall not be considered as common open space for the purpose of calculating minimum open space area.



*Figure B-17. A residential courtyard providing semi-private patio spaces adjacent to individual units.*



*Figure B-18. Common open space for a townhouse development.*



*Figure B-19. A courtyard for a mixed-use development providing an amenity to residents and the adjacent coffee shop.*

## B. Site Design



Figure B-20. Balconies provide private, usable open space for residents.



Figure B-21. Children's play area incorporated into a multifamily development.

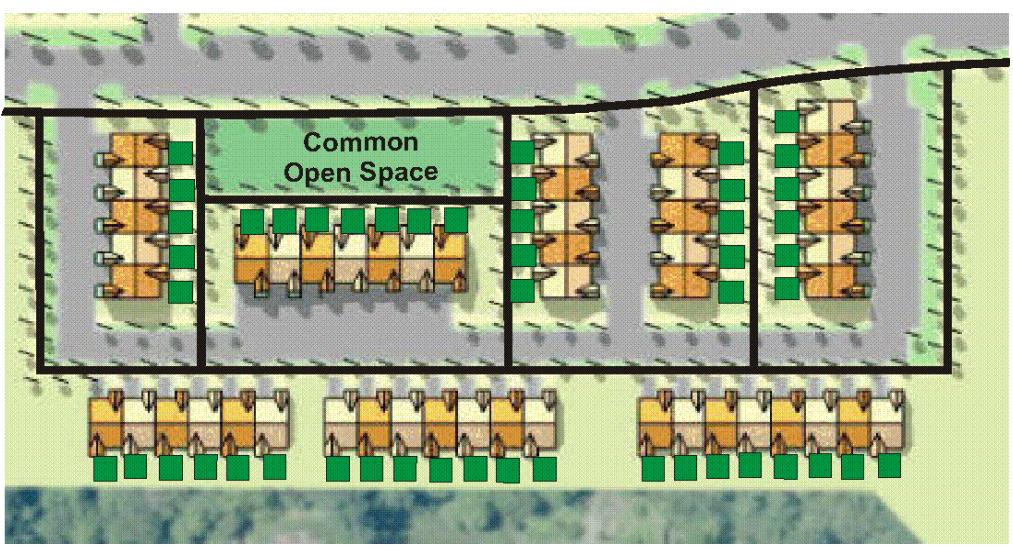
- b. Individual balconies may be used to meet up to 50 percent of the required open space. To qualify as open space, balconies shall be at least 35 square feet, with no dimension less than 4 feet, to provide a space usable for human activity.
- c. Natural areas that function as an amenity to the development may count for up to 50 percent of the required open space, subject to the following requirements and recommendations:
  - The natural area shall be accessible to all residents. For example, safe and attractive trails provided along or through the natural area where they could serve as a major amenity to the development.
  - Steep slopes, wetlands, or similar unbuildable areas shall not be counted in the calculations for required open space unless they provide a visual amenity for all units, as determined by the Director.
- d. Stormwater retention areas may be counted for up to 50 percent of the required open space if the facility has natural looking edges, natural vegetation, and no fencing except along the property line. The design of such areas shall go well beyond functional stormwater requirements per the Director in terms of the area involved and the quality of landscaping and resident amenities. The side slope of the stormwater facilities shall not exceed a grade of 1:3 (one vertical to three horizontal) unless slopes are existing, natural, and covered with vegetation.
- e. Children's play equipment and recreational activity space for children and/or teens and parent seating areas are encouraged in residential complexes with 20 or more units. Exceptions: Age-restricted senior citizen housing, developments located within ¼ mile of a public park that features a play area, mixed-use developments, and developments reserved for student housing.

Item13-20

**B.3.4 Townhouse Open Space.** Townhouses and other ground based multi-family residential units with individual exterior entries must provide at least 200 square feet of private open space per dwelling unit adjacent to, and directly accessible from each dwelling unit. This may include private balconies, individual rear yards, landscaped front yards, and covered front porch areas. Exception: Common Open Space designed per Standard B.3.3.a may substitute for up to 50% of each unit's required private or semi-private open space on a square foot per square foot basis.



Figure B-22. These townhouses provide balconies and semi-private yard space.



■ At least 200sf of private open space adjacent to each unit  
 — Internal pathway system

Figure B-23. Example townhouse configuration with a combination of private open spaces adjacent to units and larger common open space accessible to all units.



## **B.4 Side and Rear Yard Treatments**

Since the Community Business and Mixed-Use zones provide for a wide range of use types, design treatments along the side and rear yards will be critical in ensuring compatibility between developments. Thus the following standards and guidelines are intended to provide clear objectives (intent statements) and a tool box of options to choose the appropriate design treatment for the specific situation.

### **Intent**

- ◆ *To provide for compatibility between uses.*
- ◆ *To encourage coordinated development between compatible uses.*
- ◆ *To provide for a visual and physical separation of residential uses from commercial uses, where desired.*
- ◆ *To maximize privacy for residential uses.*
- ◆ *To allow for sufficient solar access to residential uses located along a side or rear yard.*

Item13-22

### **Standards and Guidelines**

#### **B.4.1 Side and Rear Setbacks.**

- a. Community Business and Mixed-Use zones.
  - 0 feet for window-less fire walls up to 20 feet in height.
  - 15 feet for all other buildings up to 35 feet in height. One foot of additional setback is required for each foot of height over 35 feet.
  - Reduced setbacks will be considered provided the design treatment meets the intent of the standards and guidelines with respect to the subject property and current or vested uses on the adjacent property.

- b. Other zones.
- 15 feet for all other buildings up to 35 feet in height. One foot of additional setback is required for each foot of height over 35 feet.
  - Reduced setbacks will be considered provided the design treatment meets the intent of the standards and guidelines with respect to the subject property and current or vested uses on the adjacent property.

#### **B.4.2 Solar Access and Privacy.**

- a. Buildings or portions thereof containing dwelling units whose solar access is only from the applicable side of the building (facing towards the side property line) shall be set back from the applicable side or rear property lines at least 15 feet. See Figure B-24.
- b. Transparent windows shall occupy no more than 10 percent of any facade within 15 feet of the side or rear property line.
- c. *Balconies* or rooftop decks within 15 horizontal feet of a side property line must utilize opaque guard rails to minimize privacy impacts to adjacent properties.

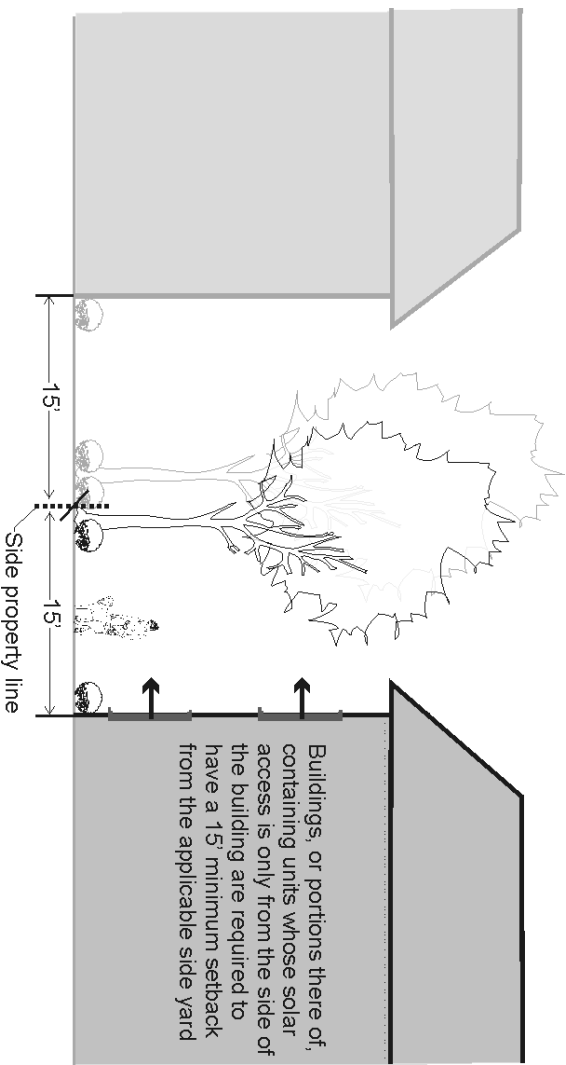
Item13-23

Departures may be granted to the above standard provided the design treatment meets the intent of the standards and guidelines with respect to the subject property and current or vested uses on the adjacent property. Where the adjacent property is undeveloped or underdeveloped (as determined by the *Director*), the proposed departure treatment should not hinder permitted development opportunities on said adjacent property.

**B.4.3 Side and Rear Yard Buffer Requirements.** All developments shall

incorporate one or more of the following design options:

- a. Provide Landscaping Type A (see Chapter 19.16.080 of MMC) at least 10 feet deep along side and rear property lines where adjacent to residential zoned land.
- b. Provide Landscaping Type B or C (see Chapter 19.16.080 of MMC) at least 10 feet deep along side and rear property lines where a visual separation of uses is desired. The width of the planting strip may be reduced to 5 feet if used in conjunction with a screen fence approximately 6 feet tall.



*Figure B-24. Side yard setback standards and guidelines for multifamily buildings depend on their dwelling units' solar.*

- c. Other treatments that meet the intent of the standards and guidelines as approved by the *Director*. Factors that must be considered in determining the appropriate treatment include views, applicable uses, connectivity, and desired level of privacy. Some options include:
- Shared pathway along or adjacent to the property line with landscaping. This is a desirable configuration that can enhance pedestrian circulation and provides an efficient use of space. This treatment requires a recorded agreement with applicable adjacent property owner(s).
  - Tall privacy fence or hedge (up to 6 feet tall). This is most applicable for commercial uses adjacent to multifamily uses – where the fence doesn't negatively impact views from the street or nearby properties.
  - Low screen fence or hedge (up to 3 feet tall). This may be a more attractive option where a taller fence might provide negative visual impacts.
  - Where allowed in the specific zoning district, buildings sited up to the property line may be acceptable provided material, color, and/or textural changes to the building wall are included that add visual interest to the wall.

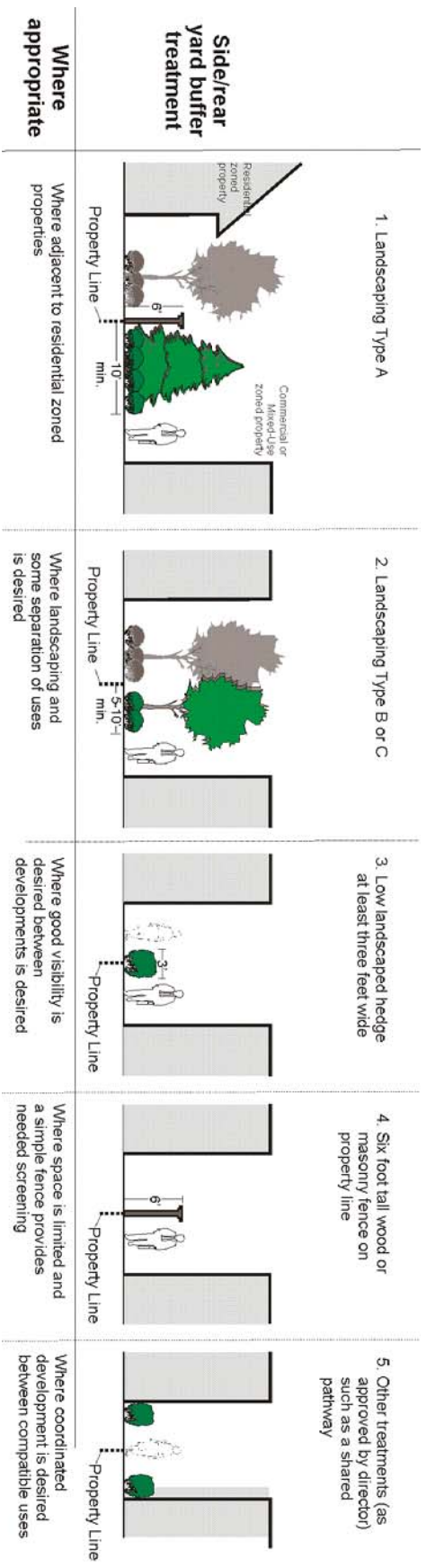


Figure B-25. Side and rear yard design treatment options.

## Section C: Vehicular Access and Parking

### C.1 On-Site Vehicular Access and Connections

#### Intent

- ◆ *To create a safe, convenient, and efficient network for vehicular circulation and parking.*
- ◆ *To enhance access to the area from the surrounding neighborhood.*
- ◆ *To upgrade the appearance of interior access roads.*
- ◆ *To minimize negative impacts of driveways on the streetscape and pedestrian environment.*

#### Standards and Guidelines

**C.1.1 Vehicular Circulation Network.** Developments shall provide a safe and convenient network of vehicular circulation that connects to the surrounding road/access network and provides the opportunities for future connections to adjacent parcels, where desirable and applicable.

**C.1.2 Internal Access Roads.** Commercial and mixed-use developments of large sites (more than five acres) are encouraged to design interior access roads to look and function more like public streets. This includes planting strips and street trees on both sides, sidewalks on one or both sides, and perpendicular parking on one or both sides. These features may be required by the *Director* based on the nature of adjacent uses and anticipated pedestrian activity.



Figure C-1. Internal access road designed to look and function like a public street. Note on-street parking, lighting, street trees, and sidewalks.

## C.2 Parking

### Intent

- ◆ *To provide flexibility in how developments accommodate parking.*
- ◆ *To maintain active pedestrian environments along streets by placing parking lots primarily in back of buildings.*
- ◆ *To ensure safety of users of parking areas, increase convenience to businesses, and reduce the impact of parking lots wherever possible.*
- ◆ *To physically and visually integrate parking garages with other uses.*
- ◆ *To reduce the overall impact of parking garages when they are located in proximity to the designated pedestrian environment.*

### Standards and Guidelines

**C.2.1 On-Street Parking Spaces.** On-street parking spaces adjacent to uses shall count towards off-street parking requirements.

Item13-27

**C.2.2 Shared Parking.** Shared parking between and among uses is encouraged and shall be permitted in accordance with Chapter 19.18 MMC. Coordination between different uses and property owners to provide for shared structured parking facilities is encouraged.

**C.2.3 Parking Lots at Intersections.** Parking lots shall not be located adjacent to intersections. Exceptions may be granted by the *Director* where alternative design treatments, such as special landscaping and architectural components adjacent to the street corner, enhance the visual character of the street and the pedestrian environment and where the project meets all other applicable design standards and guidelines.

## C. Vehicular Access Parking



Figure C-2. A good example of a parking garage entrance for a mixed-use development.

### C.2.4 Parking Structure Standards.

- a. Parking structures adjacent to 87th Street shall provide space for ground-floor commercial uses along street *frontages* for a minimum of 75 percent of the *frontage* width.
- b. Parking structures adjacent to streets and not featuring a *pedestrian-oriented facade* shall be set back at least 10 feet from the sidewalk and feature landscaping between the sidewalk and the structure. This shall include a combination of evergreen and deciduous trees, shrubs, and groundcover. Alternative measures shall be considered, provided the treatment meets the intent of the standards and guidelines.
- c. Parking garage entries shall be designed and sited to complement, not subordinate, the pedestrian entry. If possible, locate the parking entry away from the primary street, to either the side or rear of the building.
- d. Parking within the building should be enclosed or screened through any combination of landscaping berms, walls, decorative grilles, or trellis work with landscaping. *Facade* openings that resemble windows can be attractive and are permitted at the ground and upper levels.
- e. Parking garages visible from a street shall be designed to be complementary with adjacent buildings on-site. This can be accomplished by using similar building forms, materials, *fenestration* patterns, and/or details to enhance garages.
- f. An unbroken series of garage doors is not permitted on any street *frontage*.

Item13-28



Figure C-3. A good parking garage example with landscaping elements to screen cars and provide visual interest.

# Section D: Pedestrian Environment

## D.1 Sidewalk and Pathway Standards and Guidelines

### Intent

- ◆ To provide safe, convenient, and comfortable pedestrian circulation.
- ◆ To enhance the character and identity of the area.
- ◆ To promote walking, bicycling, and transit use.

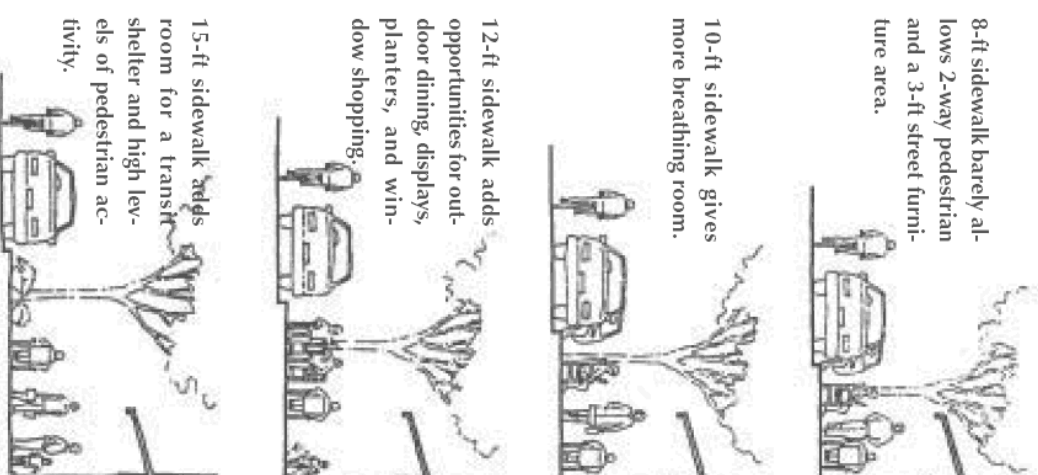
### Standards and Guidelines

#### D.1.1 Sidewalk Design.

Developments shall utilize appropriate sidewalk widths, materials, designs, and construction standards and guidelines to enhance pedestrian access and complement city life. Specifically:

- a. Sidewalks shall be constructed per the City's Engineering Design and Development Standards (EDDS), unless otherwise directed by these design standards and guidelines.
- b. Sidewalk widths shall follow the Streetscape Design Standards and the City's EDDS.  
  
Outdoor business activities are permitted within the public right-of-way only if additional public sidewalk is provided greater than the required width. No business activities are allowed in the minimum required width. Also see Figure D-1 for other sidewalk width considerations.
- c. Sidewalk materials, colors, and textures shall be determined by the Director, based on the following:
  - Whiskey Ridge Streetscape Design Plan.
  - City's Engineering Design and Development Standards.

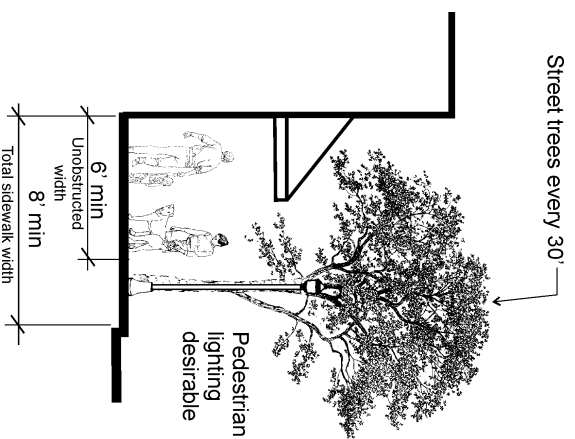
Figure D-1. Appropriate sidewalk widths.



Item13-29



## D. Pedestrian Environment



### D.1.2 Internal Pedestrian Walkways.

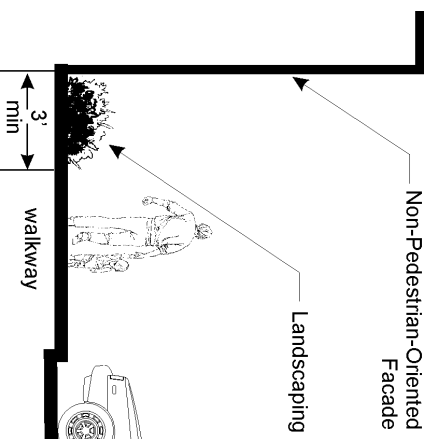
- a. Internal pathways along the front *facade* of mixed-use and retail buildings 100 feet or more in length (measured along the *facade*) that are not located adjacent to a street must be at least 12 feet wide with 8 feet minimum unobstructed width and include the following:
  - Street trees, as approved by the *Director*, should be placed at an average of 30 feet on-center and placed in grates (except where trees are placed in planting strips). Breaks in the tree coverage will be allowed near major building entries to enhance visibility. However, no less than one tree per 60 lineal feet of building *facade* must be provided.
  - Planting strips may be used between any vehicle access or parking area and the pathway, provided that the required trees are included and the pathway is at least 8 feet in width and the combined pathway and planting strip is at least 14 feet in width.
  - Pedestrian-scaled lighting may be used as a substitute to the required street trees subject to *Director* approval, provided they are used at the same intervals.
- b. For all other interior pathways, the applicant shall successfully demonstrate that the proposed walkway is of sufficient width to accommodate the anticipated number of users. See Figure D-1 for considerations.



Figure D-2. Design standards for internal walkways along storefronts and a photo example.

## D. Pedestrian Environment

- c. Pedestrian walks shall be separated from structures by at least 3 feet of landscaping, except where the adjacent building features a *pedestrian-oriented facade*. The *Director* shall consider alternative treatments to provide attractive pathways. Examples include the use of planter boxes and/or vine plants on walls, sculptural, mosaic, bas-relief *artwork*, or other decorative wall treatments that meet the intent of the standards and guidelines.



**Figure D-3. Pathway/landscaping requirements adjacent to non-pedestrian-oriented facades.**



**Figure D-4. A good example of wall design treatment that would qualify for a departure from Standard D.1.2c.**

## D.2 Pedestrian Circulation

### Intent

- ◆ To create a network of linkages for pedestrians to improve safety and convenience and enhance the pedestrian environment.

### Standards and Guidelines

**D.2.1 Pedestrian Access.** All buildings shall have clear pedestrian access to the sidewalk. Where a use fronts two streets, access shall be provided from the road closest to the main entrance, preferably from both streets. Buildings with entries not facing the street should have a clear and obvious pedestrian access way from the street to the entry.

**D.2.2 Parking Lot Pathways.** A paved walkway or sidewalk shall be provided for safe walking areas through parking lots greater than 175 feet long (measured either parallel or perpendicular to the street front). Walkways shall be provided for every three parking aisles or a distance of less than 175 feet shall be maintained between paths (whichever is more restrictive). Such access routes through parking areas shall be separated from vehicular parking and travel lanes by use of contrasting paving material, which may be raised above the vehicular pavement. Speed bumps may not be used to satisfy this requirement. Trees and pedestrian-scaled lighting (maximum 15 feet in height) shall be used to clearly define pedestrian walkways or other pedestrian areas within the parking area.

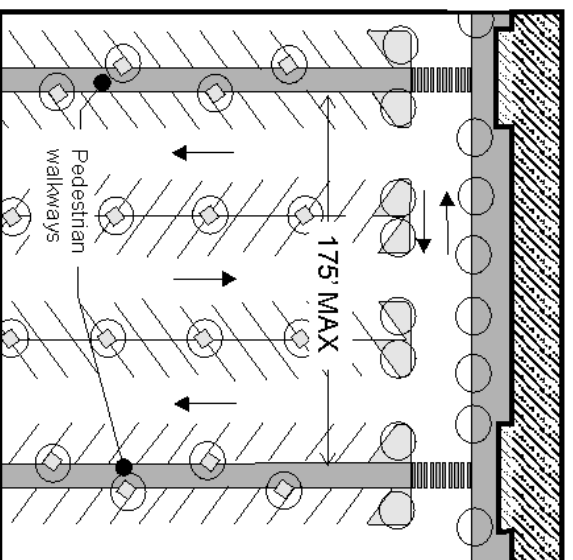


Figure D-5. Parking lot pathway requirements.



Figure D-6. Parking lot pathway example.

## D.3 Lighting

### Intent

- ◆ *To create attractive spaces that unify the building and street environments that are inviting, comfortable, and safe for pedestrians.*
- ◆ *To ensure visibility for pedestrians and automobiles.*

### Standards and Guidelines

**D.3.1 Lighting Standards and Guidelines.** Provide appropriate lighting levels in all areas used by pedestrians or automobiles, including building entries, walkways, parking areas, circulation areas, and other open space areas.

New developments shall provide site lighting that meets the following design criteria through implementing measures such as:

- a. All public areas shall be lighted with average minimum and maximum levels as follows:
  - Minimum (for low or non-pedestrian and vehicular traffic areas) of 0.5 foot candles;
  - Moderate (for moderate or high volume pedestrian areas) of 1-2 foot candles; and
  - Maximum (for high volume pedestrian areas and building entries) of 4 foot candles.
- b. Lighting shall be provided at consistent levels, with gradual transitions between maximum and minimum levels of lighting and between lit areas and unlit areas. Highly contrasting pools of light and dark areas shall be avoided.
- c. Parking lot lighting fixtures shall be non-glare and mounted no more than 25 feet above the ground, with lower fixtures preferable so as to maintain a *human scale*. Requests for higher lighting fixtures may be considered with the approval of the *Director*. All fixtures over 15 feet in height shall be fitted with a full cut-off shield.

## D. Pedestrian Environment

---

- d. Pedestrian-scaled lighting (light fixtures no taller than 15 feet) is encouraged in areas with high anticipated pedestrian activity. Lighting shall enable pedestrians to identify a face 45 feet away in order to promote safety.
- e. Lighting should not be permitted to trespass onto adjacent private parcels nor shall light source (luminaire) be visible at the property line. All building lights shall be directed onto the building itself and/or the ground immediately adjacent to it. The light emissions should not be visible above the roofline of the building. Light fixtures other than traditional cobra heads are encouraged.

# E.1 Building Entries

## Intent

- ◆ *To make building entrances convenient to locate and easy to access.*
- ◆ *To enhance the pedestrian environment along streets.*

## Standards and Guidelines

**E.1.1 Visible Entries.** Primary building and business entrances shall be prominent, visible from surrounding streets or *pedestrian-oriented space*, and connected by a walkway to the public sidewalk. Also see Chapter B.1 for related provisions.

**E.1.2 Weather Protection.** Weather protection at least 5 feet deep and proportional to the distance above ground level shall be provided over the primary entry of all businesses and non-residential buildings. Weather protection for the primary entry of residential units shall be at least 3 feet deep.

**E.1.3 ADA Requirements.** Pedestrian pathways from public sidewalks to primary entrances, or from parking lots to primary entrances, shall be accessible, conforming to federal and state Americans with Disabilities Act requirements, and shall be clearly delineated.

## Section E: Building Design



Figure E-1. Prominent building entrance example.

Item13-35

## E. Building Design

---



*Figure E-2. Ground floor residential units directly accessible to the street with landscaping at the entry.*



*Figure E-3. A bad townhouse example with no landscaping adjacent to the entry.*

**E.1.4 Access to Residential Units.** Ground floor residential units facing a street or common open space shall be directly accessible from the applicable street or open space.

**E.1.5 Townhouse Entrances.** Townhomes and all other multifamily dwelling units with private exterior ground-floor entries shall provide at least 20 square feet of landscaping adjacent to the entry. This is particularly important for units where the primary entrance is next to private garages off an interior access road. Such landscaping areas soften the appearance of the building and highlight individual entries. See Figures E-2 and E-3 for good and bad examples.

**E.1.6 Secondary Public Access.** Whereas these design standards and

guidelines encourage businesses to front on streets rather than parking lots, a large number of customers will likely use the secondary entry off of the parking lot. Such businesses that have secondary public access shall comply with the following measures to enhance secondary public access (applies only to entries used by the public):

- a. Weather protection at least 3 feet deep is required over each secondary entry.
- b. Two or more of the following design elements shall be incorporated within or adjacent to the secondary entry:
  - A transparent window or door to allow visibility into the business;
  - A landscaping bed, trellis, or other permanent landscaping element adjacent to the entry;
  - Decorative architectural treatments that add visual interest to the entry;
  - Outdoor dining area or *pedestrian-oriented space*;
  - Decorative lighting; or
  - Other design elements that meet the intent of the standards and guidelines per the *Director*.



*Figure E-4. Front (top) and back (bottom) entrances of a retail building sited adjacent to a public street. While the sidewalk entrance is designed as the primary entrance, the back entry includes weather protection and use of decorative building materials to enhance this secondary entry.*





Lone Pine, CA



Jasper, Alberta



Quebec City



Gig Harbor

## E.2 Architectural Character and Scale

### Intent

- ◆ To promote architecture that contributes to the character and identity of the neighborhood.
- ◆ To reduce the scale of large buildings and add visual interest.
- ◆ To provide minimum floor-to-ceiling heights for ground floor commercial spaces appropriate to accommodate a full range of retail uses.

### Standards and Guidelines

**E.2.1 No Franchise or Corporate Architecture.** Architecture that is defined predominately by corporate identity features (and difficult to adapt to other uses) is prohibited. For example, some fast food franchises have very specific architectural features that reinforce their identity. Besides diluting the neighborhood's identity with corporate (and, therefore, generic) identities, these buildings are undesirable because they are not adaptable to other uses when the corporate franchises leave.



Figure E-6.  
Generic franchise  
and corporate  
architecture is not  
allowed.



Figure E-5. Examples from other communities where a fast food franchise's architecture was modified to fit into the context of the community.

**E.2.2 Building Facades.** All facades of a building shall be given equal design consideration. Some flexibility may be given by the *Director* for alley or other facades that are not visible from streets, parks, parking lots, or other uses.

**E.2.3 Streetfront Articulation.** All non-residential building facades fronting directly on a street must include at least two of the following articulation features at intervals no greater than 30 feet.

- a. Use of window and/or entries that reinforce the pattern of small storefront spaces.
- b. Use of weather protection features that reinforce the pattern of small storefronts. For example, for a business that occupies three lots, use three separate awnings to break down the scale of the storefronts. Alternating colors of the awnings may be useful as well.
- c. Change of roofline.
- d. Change in building material or siding style.
- e. Other methods that meet the intent of the standards and guidelines.



*Figure E-7. For commercial buildings built up to the sidewalk, provide facade articulation features at no more than 30-foot intervals.*

Item13-39

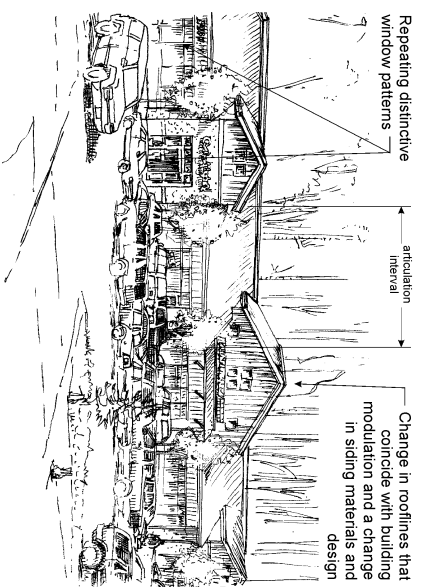


Figure E-8. Example of building articulation.

### E.2.4

#### Facade Articulation for All Other Non-Residential Buildings Not Covered in Standard E.2.3 Above. All non-residential building facades

fronting on a street or containing a pedestrian entrance must include at least three of the following articulation features at intervals no greater than 70 feet.

- Use of window and/or entries that reinforce the pattern of small storefront spaces.
- Vertical building modulation. The minimum depth and width of modulation shall be 2 and 4 feet, respectively (preferably tied to a change in roofline, building material or siding style).
- Use of weather protection features that reinforce the pattern of small storefronts.
- Change of roofline.
- Change in building material or siding style.
- Providing lighting fixtures, trellis, tree, or other landscape feature within each interval.
- Articulation of the building's top, middle, and bottom for multi-story commercial buildings. This typically includes a distinctive ground floor or lower floor design, consistent articulation of middle floors, and a distinctive roofline.
- Other methods that meet the intent of the standards and guidelines.

Exception: Alternative articulation methods will be considered by the Director provided such treatment meets the intent of the standards and guidelines. For example, use of high quality building materials (such as brick or stone) with attractive detailing may allow a building to meet the intent of the standards using greater articulation intervals. Also, where the articulated features are more substantial in terms of effectively breaking up the facade into smaller components, then a greater distance between architectural intervals may be acceptable.



Figure E-9. This building utilizes a number of methods to reduce its perceived bulk.

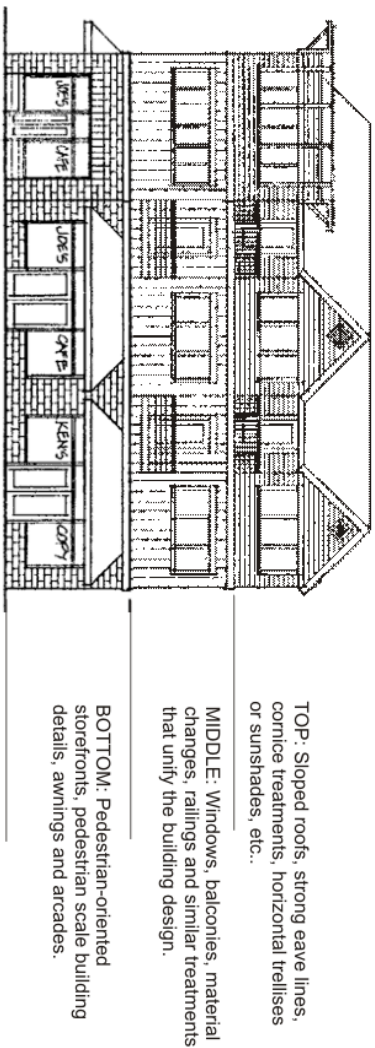


Figure E-10. An example of clearly articulating a building's top, middle, and bottom by utilizing a combination of storefront elements on the ground floor, defined window patterns and articulation treatments on upper floors, and a distinctive roofline and/or top floor.

### E.2.5 Roofline Modulation.

- a. In order to qualify as an articulation element in Standard E.2.3, E.2.4, or E.2.5, the roofline shall meet the following modulation requirement:
  - For flat roofs or facades with horizontal eave, fascia, or parapet, the minimum vertical dimension of roofline modulation is the greater of 2 feet or 0.1 multiplied by the wall height (finish grade to top of the wall) when combined with vertical building modulation techniques described in Standard E.2.5 above. Otherwise, the minimum vertical dimension of roofline modulation is the greater of 4 feet or 0.2 multiplied by the wall height.
  - Buildings with pitched roofs must include a minimum slope of 5:12 and feature modulated roofline components at the interval required per the applicable standard above.

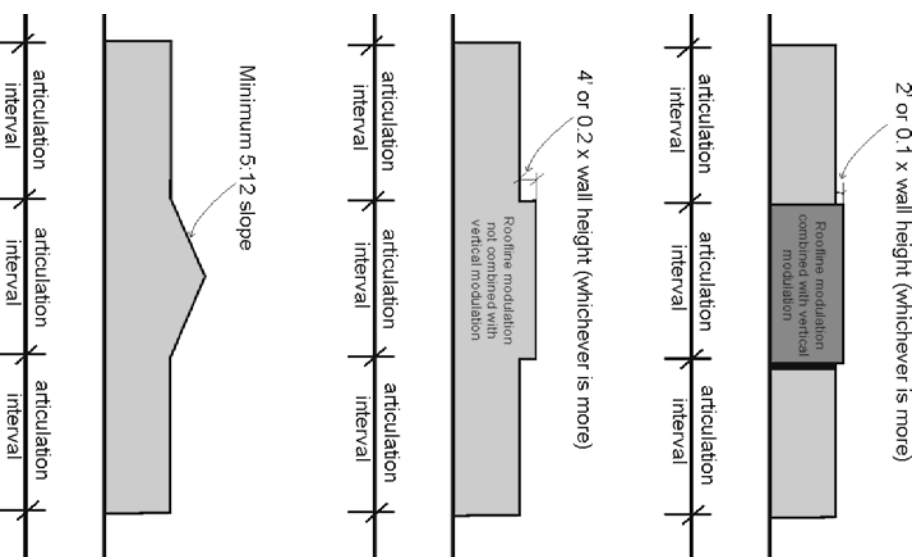


Figure E-11. Roofline modulation standards.

- b. For large scale retail uses (with at least 50,000 square feet of floor area and facades greater than 150 feet in width), the storefront shall integrate a prominent entry feature combining substantial roofline modulation with vertical building modulation and a distinctive change in materials and/or colors. The minimum vertical dimension of roofline modulation is the greater of 6 feet or 0.3 multiplied by the wall height (finish grade to top of the wall). The Director will consider alternative treatments provided they meet the intent of the standards and guidelines.



Figure E-12. Good examples of Prominent pedestrian entries for large-scale retail uses. Note height change, vertical modulation, use of building materials, colors, and detailing to add interest and emphasis.

**E.2.6 Facade Articulation - Multifamily Residential Buildings and**

**Residential Portions of Mixed-Use Buildings.** All residential buildings

and residential portions of mixed-use buildings shall include at least three of the following *articulation* features at intervals of no more than 30 feet along all *facades* facing a street, common open space, and common parking areas:

- a. Repeating distinctive window patterns at intervals of no more than 30 feet. See Figure E-14 below for an example
- b. Vertical building *modulation*. Minimum depth and width of modulation is 2 feet and 4 feet, respectively, if tied to a change in color or building material and/or *roofline modulation* as defined in Standard E.2.7 below. Otherwise, minimum depth of *modulation* is 10 feet and minimum width for each *modulation* is 15 feet. *Balconies* may not be used to meet *modulation* option unless they are recessed or projected from the *facade* at least 18 inches and integrated with the building's architecture as determined by the *Director*.
- c. Horizontal *modulation* (upper level step-backs). To qualify for this measure, the minimum horizontal *modulation* shall be 5 feet.
- d. *Articulation* of the building's top, middle, and bottom. This typically includes a distinctive ground floor or lower floor design, consistent *articulation* of middle floors, and a distinctive roofline. (See Figure E-10 and E-14.)



Figure E-14. Note the repeating distinctive window patterns and the articulation of the buildings top, middle, and bottom.



Figure E-13. An example of balconies integrated with the architecture of the building.

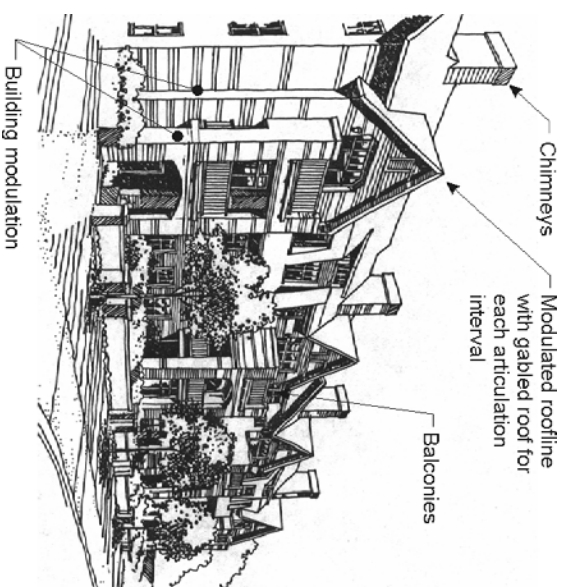


Figure E-15. Example of good articulation for a multifamily building.



Figure E-16. The prominent vertical element of this building effectively breaks up the perceived scale of the building and adds visual interest.

**E.2.7 Maximum Facade Width.** The maximum facade width (the facade includes the apparent width of the structure facing the street and includes required modulation) of multifamily residential buildings and residential floors of mixed-use buildings is 120 feet. Buildings exceeding 120 feet in width along the street front shall be divided by a modulation of the exterior wall, so that the maximum length of a particular facade is 120 feet. Such modulation shall be at least 20 feet or deeper and extend through all residential floors.

For large-scale retail uses, prominent entry features required in Standard E.2.6.b above may also be used to meet this requirement.

The Director may consider departures from this guideline, provided the proposed treatment meets the intent of the standards and guidelines. See Figure E-16 for a good example of an attractive treatment that meets the intent.

**E.2.8 Minimum Floor-to-Ceiling Height for Commercial Uses.** In order to ensure the ground floor of structures has adequate height to function efficiently for retail uses, spaces intended for commercial uses shall provide a minimum 13-foot floor-to-finished-ceiling height.

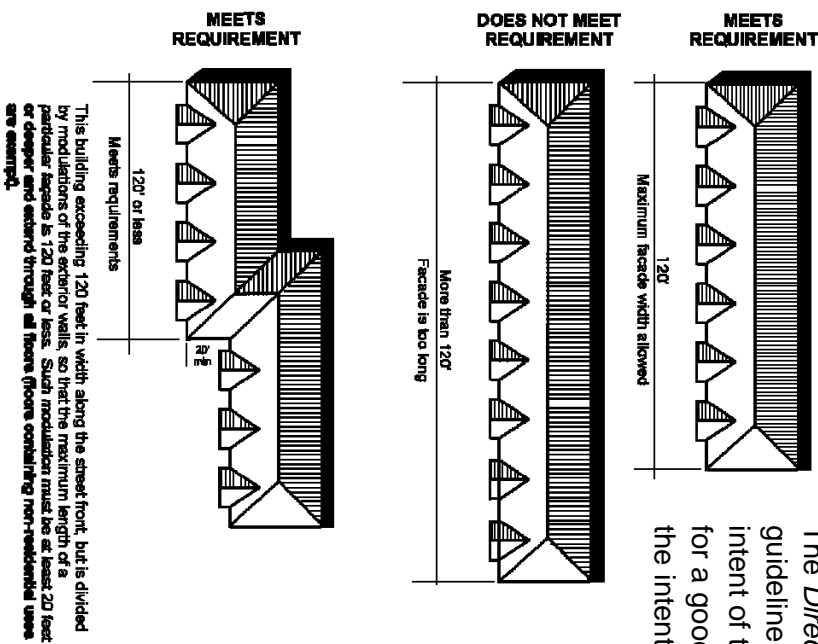


Figure E-17. Requirements for facade length.

## E.3 Building Details

### Intent

- ◆ *To encourage the incorporation of design details and small-scale elements into building facades that are attractive at a pedestrian scale.*
- ◆ *To create visual interest and increased activity at public street corners.*

### Standards and Guidelines

**E.3.1 Details Toolbox for Commercial Buildings.** All commercial buildings shall be enhanced with appropriate details. All new buildings are shall employ at least one detail element from each of the three categories below. Other mixtures of detail elements will be considered provided they meet the intent. The applicant must demonstrate how the amount, type, and mix of details meet the intent of the standards and guidelines. For example, a large building with multiple *storefronts* will likely need more than one decorative sign, one transom window, and one decorative kick-plate to meet the intent of the standards and guidelines.

- a. Window and/or entry treatment:
  - Display windows divided into a grid of multiple panes.
  - Transom windows.
  - Roll-up windows/doors.
  - Other distinctive window treatment that meets the intent of the standards and guidelines.
  - Recessed entry.
  - Decorative door.
  - Arcade.
  - Landscaped trellises or other decorative element that incorporates landscaping near the building entry.
  - Other decorative entry treatment that meets the intent of the standards and guidelines.



*Figure E-18. Decorative use of building materials, lighting, signage, and landscaping creates a statement at this corner location.*

Item13-45



## E. Building Design



Figure E-19. This building would meet the details guideline by using a decorative entry element, building materials, and lighting.

### b. Decorative facade attachments:

- Decorative weather protections element such as a steel canopy, decorative cloth awning, or retractable awning.
- Decorative, custom hanging sign(s).
- Decorative building-mounted light fixtures.

### c. Building materials and other facade elements:

- Decorative building materials/use of building materials. Examples include decorative use of brick, tile, or stonework.
- Decorative artwork on building (such as a mural) or bas-relief sculpture.
- Decorative kick-plate, pier, belt course, or other similar facade element.
- Other details that meet the intent of the standards and guidelines as determined by the Director.

Decorative elements referenced above must be distinct “one-of-a-kind” elements or unusual designs that require a high level of craftsmanship as determined by the Director.

### E.3.2

**Details Toolbox for Multifamily Buildings.** All multifamily buildings shall be enhanced with appropriate details. Each of the types of details listed below are worth one point unless otherwise noted. Multifamily building facades must achieve the equivalent of four points worth of architectural details. Chosen details must be compatible with the chosen architectural style.

Detail options:

- a. Decorative porch design with distinct design and use of materials.
- b. Decorative treatment of windows and doors, such as decorative molding/ framing details around all ground floor windows and doors, bay windows, decorative glazing, or door designs., and/or unique window designs.
- c. Landscaped trellises or other decorative element that incorporates landscaping near the building entry or entries.

## E. Building Design

- d. Decorative light fixtures with a diffuse visible light source, such as a globe or “acorn” that is non-glaring or a decorative shade or mounting for each building entry on the *facade*.
- e. Brick or stonework covering more than 10 percent of the *facade* (2 points).
- f. Decorative building materials that add visual interest, including
  - Individualized patterns or continuous wood details.
  - Decorative moldings, brackets, wave trim or lattice work.
  - Decorative brick or stonework (may be in addition to the brick or stonework credits noted above if they are arranged in a decorative manner that add visual interest to the *facade*).
  - Other materials with decorative or textural qualities as approved by the *Director*. The applicant must submit architectural drawings and material samples for approval.
- g. Decorative roofline design, including multiple gables and/or dormers or other design that adds distinct visual interest.
- h. Decorative railings, grill work, or terraced landscape beds integrated along the *facade* of the building.
- i. Decorative *balcony* design, such as distinctive railings.
- j. Other details that meet the intent of the standards and guidelines as approved by the *Director*.



*Figure E-20. This building uses brick for more than 10% of the facade, a decorative mix of materials and colors, decorative entries, and decorative windows to add visual interest.*

Item13-47



**E.3.3 Window Design for Residential Uses.** Building facades shall employ techniques to recess or project individual windows above the ground floor at least two inches from the facade or incorporate window trim at least four inches in width that features color that contrasts with the base building color. Exceptions will be considered by the Director where buildings employ other distinctive window or facade treatment that adds visual interest to the building.



Figure E-21. Acceptable and unacceptable window treatments.

**E.3.4 Blank Wall Standards/Treatments.** *Blank walls* visible from a public

street, sidewalks, trails, interior pathways, or customer parking lots are prohibited. A wall (including building *facades* and other exterior building walls, retaining walls, and fences) is defined as a *blank wall* if:

- A ground floor wall or portion of a ground floor wall over 4 feet in height has a horizontal length greater than 15 feet and does not include a transparent window or door; or
- Any portion of a ground floor wall having a surface area of 400 square feet or greater does not include a transparent window or door.

Design treatments to eliminate *blank walls* can include:

- Transparent windows or doors.
- Display windows.
- Landscape planting bed at least 5 feet wide or a raised planter bed at least 2 feet high and 3 feet wide in front of the wall. Such planting areas shall include planting materials that are sufficient to obscure or screen at least 60 percent of the wall's surface within 3 years.
- Installing a vertical trellis in front of the wall with climbing vines or plant materials sufficient to obscure or screen at least 60 percent of the wall's surface within 3 years. For large areas, trellises should be used in conjunction with other *blank wall* treatments.
- Other methods such as murals or special building material treatments that meet the intent of the standards and guidelines as approved by the *Director*.

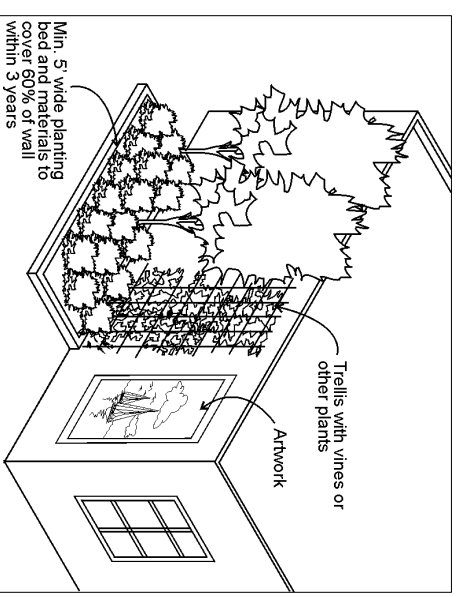


Figure E-22. Blank wall treatments.



Figure E-23. Blank wall treatment example.

## E.4 Building Materials and Color

### Intent

- ◆ *To encourage high-quality building materials that enhance the character of the area.*
- ◆ *To discourage poor materials with high life-cycle costs.*
- ◆ *To encourage the use of materials that reduce the visual bulk of large buildings.*
- ◆ *To encourage the use of materials that add visual interest to the neighborhood.*

### Standards and Guidelines

**E.4.1 Quality Building Materials.** Building exteriors should be constructed from high quality, durable materials. Building materials such as concrete, masonry, tile, stone, and wood are encouraged.

**E.4.2 Prohibited Materials.** The following materials are prohibited in visible locations unless an exception is granted by the *Director* based on the integration of the material into the overall design of the structure.

- a. Plywood siding (including T-111 or similar plywood). Board and batten is an exception.
- b. Highly tinted or mirrored glass (except stained glass) as more than 10 percent of the building facade.
- c. Corrugated fiberglass.
- d. Chain link fencing (except for temporary purposes such as a construction site or as a gate for a refuse enclosure).
- e. Crushed colored rock/crushed tumbled glass.
- f. Non-corrugated and highly reflective sheet metal.

**E.4.3 Special Standards and Guidelines for Concrete Blocks.** Concrete

masonry units (CMU) or cinder blocks, when used for walls that are visible from a street, public park or open space, or pedestrian route, shall be architecturally treated in one or more of following ways:

- a. Use in conjunction with other permitted exterior materials.
- b. Use a combination of textured surfaces such as split face or grooved to create distinct banding or other design.
- c. Use of other masonry types such as brick, glass block, or tile in conjunction with the concrete or concrete blocks.
- d. Use of decorative coursing to break up *blank wall* areas.
- e. Use matching colored mortar where color is an element of architectural treatment for any of the options above.

**E.4.4 Special Standards and Guidelines for Metal Siding.** When used for walls

that are visible from a street, public park or open space, or pedestrian route, buildings shall have visible corner moldings and trim and incorporate masonry, stone, or other durable permanent material within 2 feet of the ground level. *Facades* wider than 40 feet that employ metal siding shall incorporate multiple colors and/or be incorporated with other siding materials.

**E.4.5 Special Standards for Exterior Insulation and Finish System (EIFS) and Other, Similar Troweled Finishes.** Such finishes must be trimmed in wood

or masonry and should be sheltered from extreme weather by roof overhangs or other methods and are limited to no more than 30 percent of the facade area. Weather exposed horizontal surfaces must be avoided. Masonry, stone, or other durable permanent material is required for the first 2 feet above ground level.

**E.4.6 Storefront Color Palette.** A *storefront's* palette should be no more than

three colors; one base color, one trim color, and one accent color. Encourage trim and accent colors that contrast with the base color. Specifically, darker base colors with white trim particularly well. However, lighter base colors can effectively be combined with dark trim colors.



Figure E-24. An example of concrete block effectively used with EIFS and metal awnings.



Figure E-25. This building features metal siding with visible corner trim and concrete block closer to the ground level.

# Section F: Landscaping and Screening

## F.1 Landscaping

### Intent

- ◆ To enhance the character of the neighborhood.
- ◆ To screen visual impacts of parking lots from streets.
- ◆ To encourage the use of attractive and drought tolerant plant materials native to the coastal regions of the Pacific Northwest.
- ◆ To encourage attractive landscaping that reinforces the architectural and site planning concepts in response to site conditions and contexts.
- ◆ To promote tree retention and the protection of existing native vegetation.

### Standards and Guidelines

#### F.1.1 Parking Lots Located Adjacent to Public Streets and Major Internal Roadways.

These lots shall be partially screened with landscaping planting strips (per Standard F. 1.4 below) at the following widths:

- a. 30 feet for Community Business-zoned properties along arterials.
- b. 20 feet for all other parking lot associated with nonresidential uses.
- c. 10 feet for residential properties.

The Director may approve and condition reduced planter widths provided the design meets the intent of the standards and guidelines. For example, reduced widths may be allowed provided the landscaped area is supplemented with architectural features that help to define the street edge and maintain visual continuity along the street. Examples could include a decorative low wall made of stone or masonry that is used in conjunction with landscaping, and/or use of a landscaped trellis or architectural columns. For each method, it is important to maintain visibility at eye level (between 3 and 8 feet above the ground) between the street into the parking lot for safety.



Figures F-1 and F-2. Landscape design and materials add color and identity to these developments.

**F.1.2 Internal Parking Lot Landscaping.** Internal parking lot landscaping shall comply with MMC 19.16.

**F.1.3 Foundation Planting.** All street-facing elevations must have landscaping along any exposed foundation. The foundation landscaping must meet the following standards:

- a. The landscaped area must be at least 3 feet wide.
- b. There must be at least one 3-gallon shrub for every 3 lineal feet of foundation.
- c. Ground cover plants must fully cover the remainder of the landscaped area.

**F.1.4 Arrangement of Plants.** Projects are encouraged to use informal arrangement of plants installed in a variety of treatments that will enhance building designs, screen unwanted views, and enhance views and vistas. A formal arrangement may be acceptable if it has enough variety in layout and plants. Contiguous, long, unbroken, straight rows of a single plant should be avoided where possible.



*Figure F-3. Exposed foundations like this should be landscaped with shrubs and other plantings for screening.*

Item13-53



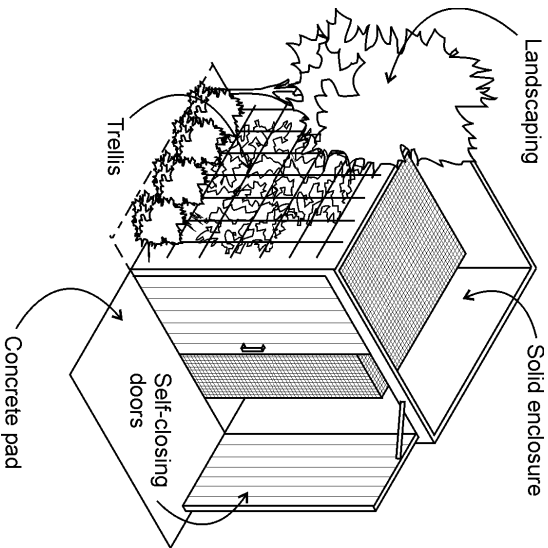


Figure F-4. Trash receptacle screening example.

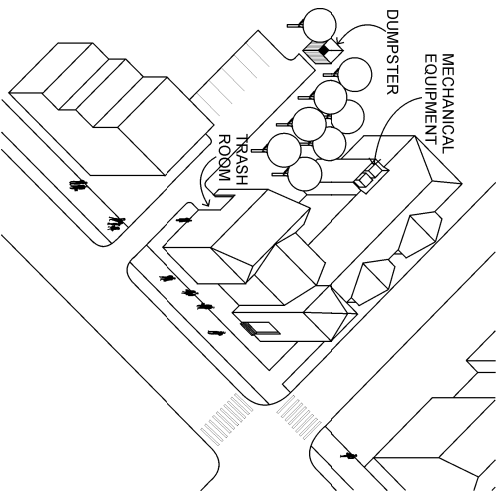


Figure F-5. Locate service elements to minimize impacts on the pedestrian environment.

## F.2 Fences and Screening Elements

### Intent

- ◆ To minimize the negative visual impacts of fences on the street and pedestrian environment.
- ◆ To screen the potential negative impacts of service and storage elements (e.g., waste receptacles, loading docks).
- ◆ To encourage thoughtful siting of service and storage elements that balance the functional needs with the desire to screen its negative impacts.

### Standards and Guidelines

#### F.2.1 Maximum Wall Height Along Public Streets or Sidewalks.

- a. The maximum height of solid (more than 50% opaque) free-standing walls, fences, or hedges in any front yard or other location between the street and the façade shall be 3-1/2 feet unless a taller wall is required, per the Director, to mitigate significant noise and traffic impacts.
- b. The maximum height of any decorative wall or fence which allows visibility (no more than 50% opaque), such as a wrought iron or split rail fences, shall be 6 feet. Such fences shall be set back from the sidewalk at least 3 feet to allow for landscaping elements to soften the view of the fence.
- c. In development configurations where side yards about a street, fences taller than 3-1/2 feet shall be setback at least 5 feet from the sidewalk to allow for landscaping to soften the view of the fence. Provisions for long term maintenance of this landscaping shall be addressed on the plat.

- F.2.2 Prohibited Fence Materials.** Barbed wire, razor wire, electric and other dangerous fences are prohibited.

## F. Landscaping and Screening

**F.2.3 Prohibited Development/Fence Configurations.** Developments shall avoid configurations that have uses that back up against a street. Where unavoidable, fences between a street and any use shall be limited to 3-1/2 feet in height. Developments adjacent to SR 9 are exempt from this requirement.

**F.2.4 Service Element Location and Design.** All developments shall provide a designated spot for service elements (refuse and disposal). Such elements shall meet the following requirements:

- a. Service elements shall be located to minimize the negative visual, noise, odor, and physical impacts to the street environment, adjacent (on and off-site) residents or other uses, and pedestrian areas.
  - b. The designated spot for service elements shall be paved with concrete.
  - c. Appropriate enclosure of the common trash and recycling elements shall be required, as determined by the *Director*. Requirements and considerations:
    - (1) A 6-foot fence constructed of concrete block or brick enclosing trash and recycling receptacles is required. Coordination with the current franchise hauler is required. The sides and rear of the enclosure must be screened with Type A, B, C, or D Landscaping (as defined in Section 16.80.050) at least 5 feet deep in visible locations as determined by the *Director* to soften the views of the screening element and add visual interest.
    - (2) Proximity to adjacent residential units will be a key factor in determining appropriate service element treatment.
    - (3) Preferably, service enclosures are integrated into the building itself.
- F.2.5 Utility Meters, Electrical Conduit, and Other Service Utility Apparatus.** These elements shall be located and/or designed to minimize their visibility to the public. If such elements are mounted in a location visible from the street, pedestrian pathway, common open space,



*Figure F-6. Exposed utility meters like this will not be allowed.*



*Figure F-7. Landscaping helps to minimize the negative visual impacts of utility meters.*

## F. Landscaping and Screening

---

or shared auto *courtyards*, they shall be screened with vegetation or by architectural features.

**F.2.6 Rooftop Mechanical Equipment.** All rooftop mechanical equipment shall be organized, proportioned, detailed, screened, landscaped (with decks or terraces) and/or colored to be an integral element of the building and minimize visual impacts from the ground level of adjacent streets and properties. For example, screening features should utilize similar building materials and forms to blend with the architectural character of the building.

Item13-56

## Section G: Signage

### G.1 Sign Standards and guidelines

#### Intent

- ◆ To encourage signage that is both clear and of appropriate scale for the project.
- ◆ To enhance the visual qualities of signage through the use of complementary sizes, shapes, colors, and methods of illumination.
- ◆ To encourage quality signage that contributes to the character of the area.

#### Standards and Guidelines

*NOTE: The following standards shall supersede the requirements of MMC 19.20.*

##### G.1.1 Illumination Standards.

- a. Back-lit signs are prohibited. Exception: Signs with individual backlit letters are acceptable for businesses in the Community Business zone, except where the sign is visible from 87<sup>th</sup> Avenue NE.
- b. Neon signs are permitted on Community Business zoned properties, except where the sign is visible from 87<sup>th</sup> Avenue NE. For multi-tenant developments, neon signs should be used sparingly.
- c. External sign lighting is permitted as long as light doesn't create a glare problem and doesn't project towards the sky.

**G.1.2 Monument Sign Standards.** Monument signs shall conform to the requirements of Table G-1 on the following page. (Where a small letter appears in a caption in the chart, refer to the corresponding "Notes" below.)



Figure G-1. Back-lit signs like this are prohibited.



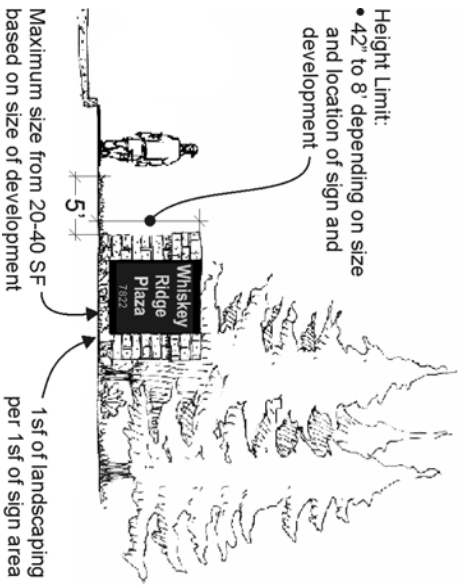
Figure G-2. Signs with individual back-lit letters like this are permitted, except where visible from 87<sup>th</sup> Avenue NE.

**Table G-1. Commercial Use Monument Sign Standards**

Requirements <sup>a, b</sup>	Single and Multi-Tenant Developments (less than 25,000 sf floor area)	Single and Multi-Tenant Developments (25,000-50,000 sf floor area)	Single and Multi-Tenant Developments (more than 50,000 sf floor area)
Height Limit	42"	6'	6' <sup>c</sup>
Maximum Size Limit <sup>d</sup>	20sf	30sf	40sf
Minimum Setback	5'	5'	5'
Landscaping <sup>e</sup>	1 sf of landscaping per 1 sf of sign face	1 sf of landscaping per 1 sf of sign face	1 sf of landscaping per 1 sf of sign face
Minimum Separation <sup>f</sup>	150'	150'	150'

**Notes:**

- A minimum lettering height of four inches is recommended for readability.
- Monument signs for individual businesses should include the street address number with six-inch minimum lettering that is clearly readable from the street.
- Monument signs up to 8 feet in height are acceptable in the Community Business zone, except for any signs fronting on 87<sup>th</sup> Avenue NE.
- Size limit per sign face, up to two faces.
- Landscaping includes a decorative combination of ground cover and shrubs to provide seasonal interest in the area surrounding the sign. Landscaping shall be well maintained at all times of the year. The *Director* may reduce the landscaping requirement where the signage incorporates stone, brick, or other decorative materials.
- An individual building, development, or complex may not display more than one monument sign on each street *frontage*. However, additional monument signs can be used on the site as long as they advertise a different business onsite and can be placed at least 150 feet from the first sign along applicable street frontages.



**Figure G-3. Monument sign standards.**

**G.1.3 Wall Sign Standards.** Specific wall sign standards:

- a. Tenants are allowed a maximum of one wall sign per facade that contains a public entry (open during all business hours), up to a maximum of two facades. However, businesses may include additional smaller signs describing the types of products and/or services that the business offers, provided the sign areas collectively comply with maximum size requirements.
- b. Maximum size – all individual retailers:
  - Sign area shall not exceed 1.5 square feet for each lineal foot of the facade (the facade facing the street or as identified by the Director). Signs without internal lighting may contain a sign area of up to 2 square feet for each lineal foot of the facade.
  - Signage not to exceed 2/3 of overall storefront dimension.
  - Stacked signage is permitted.
  - Signage not to encroach 3 feet of edge of tenant frontage.
- c. Maximum size – individual retailer 4,000 square feet or smaller:
  - Maximum letter and logo height: 24 inches.
  - Maximum area: 32 square feet
- d. Maximum size – individual retailer larger than 4,000 square feet, but less than 12,000 square feet:
  - Maximum letter and logo height: 48 inches.
  - Maximum area: 100 square feet
- e. Maximum size – individual retailer 12,000 square feet but less than 80,000 square feet:
  - Maximum letter and logo height: 70 inches.
  - Maximum area: 200 square feet
- f. Maximum size – individual retailer 80,000 square feet or larger:
  - Maximum letter height: 8 feet.
  - Maximum logo height: 10 feet.
  - Maximum area: 300 square feet



Figure G-4. Acceptable wall signs.

## G. Signage



Figure G-5. Examples of acceptable signage for large retailers.

- g. Maximum size – building or center name: A *wall sign* up to 100 square feet or 1 square foot for each lineal foot of the *facade* to identify the name of the building or shopping center.
- h. Maximum size – joint business directory: A *wall sign* up to 50 square feet for joint business directory signs identifying the occupants of a commercial building and located next to the entrance.
- i. Maximum height: *Wall signs* may not extend above the building parapet, soffit, the eave line or the roof of the building.
- j. Mounting: Building signs should be mounted plumb with the building, with a maximum protrusion of 1-foot unless the sign incorporates sculptural elements or architectural devices. The sign frame shall be concealed or integrated into the building's architectural character in terms of form, color, and materials.
- k. All *wall signs* must be in proportion to the size and design of the *facade*.
- l. *Wall signs* shall not cover windows, building trim, or ornamentation.
- m. If applicant demonstrates to the satisfaction of the *Director* that a *wall sign* is creative, artistic and an integral part of the architecture, the *Director* may waive the above restrictions.

Item13-60

**G.1.4 Projecting Signs.** *Projecting signs* meeting the following conditions are allowed for commercial uses adjacent to and facing a public street.

- a. Clearance: Shall clear sidewalk by 8 feet.
- b. Projection: Shall not project more than 5 feet from the building facade, unless the sign is a part of a permanent *marquee* or awning over the sidewalk. Vertically oriented signs shall not project more than 3 feet from the building facade.
- c. Size: Shall not exceed an area of 2 square feet per each 10 lineal feet of applicable building *frontage*.
- d. Height: Shall not extend above the building parapet, soffit, the eave line or the roof of the building, except for theaters.

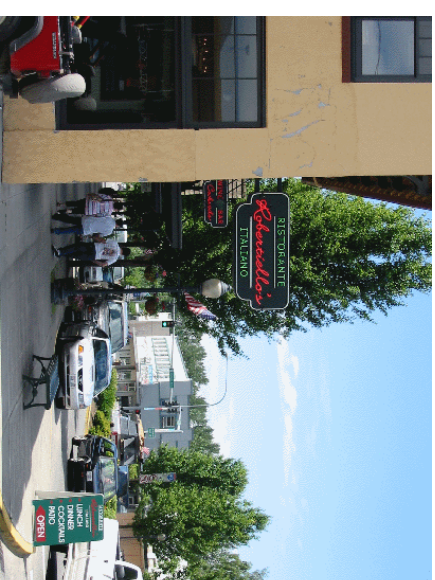


Figure G-6. Acceptable projecting sign.

**G.1.5 Marquee or Awning Signs.** *Marquee or awning signs* may be used in place of permitted *wall signs*, provided they meet the following conditions:

- a. Maximum size. Signs shall not exceed 2 feet in height and extend no more than 2/3 of the width of the applicable *storefront* or awning.
- b. Location. *Marquee signs* may be placed on the front, above, or below the *marquee/canopy*.
- c. Clearance. Signs shall be placed a minimum of 8 feet above the sidewalk or walkway.



Figure G-7. Acceptable awning signs.



## G. Signage



Figure G-8. Blade and bracket sign examples.

**G.1.6 Blade/Bracket Signs.** *Blade/bracket signs* meeting the following conditions are allowed for commercial uses:

- a. **Projection:** *Blade signs* may project up to 3 feet. *Bracket signs* shall have 1-foot minimum between the sign and the outer edge of the *marquee*, awning, or canopy and between the sign and the building *facade*.
- b. **Clearance:** *Blade/bracket signs* shall maintain a minimum clearance of 8 feet between the walkway and the bottom of the sign.
- c. **Dimensions:** *Blade signs* shall not exceed 6 square feet in area. *Bracket signs* shall not exceed 2 feet in height.
- d. **Mounting:** *Blade signs* must avoid covering or modifying windows or other architectural feature.

**G.1.7 Window Signs.** Window signs meeting the following conditions are allowed for commercial uses:

- a. **Maximum size:** Permanent and temporary window signs are limited to a maximum of 25% of the window area. Every effort should be made to integrate window signs with window display.
- b. **Materials:** Window signs constructed of neon, stained glass, gold leaf, cut vinyl, and etched glass are allowed. Painted signs shall display the highest level of quality and permanence as determined by the *Director*.
- c. An internally lit neon or stained glass window sign is allowed.

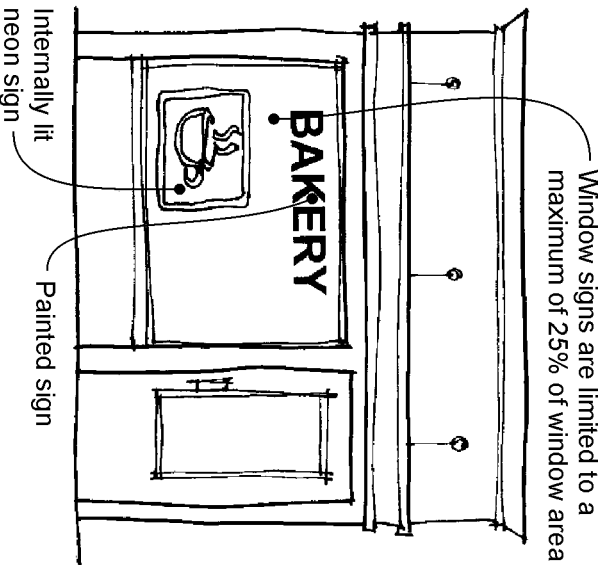


Figure G-9. Window sign standards.

**G.1.8 A-Frame Signs.** *A-frame signs* meeting the following conditions are allowed for commercial uses:

- a. Signs must be within 12 feet of the applicable building entrance.
- b. Signs must be located to maintain at least 8 feet of horizontal clearance on the sidewalk for pedestrian movement.
- c. Each business shall not have more than one *A-frame sign*.
- d. *A-frame signs* shall be removed during non-business hours.
- e. The area of an *A-frame sign* shall not exceed 10 square feet.

**G.1.9 Prohibited Signs.** Prohibited signs include:

- a. Pole-mounted signs.
- b. Signs employing video footage
- c. Signs employing moving or flashing lights.
- d. Signs employing exposed electrical conduits.
- e. Visible ballast boxes or other equipment.
- f. Changeable letter signage (permanent and temporary), except for theaters and other uses designed for public assembly.
- g. Roof-mounted signs.



Figure G-10. A-frame sign example.

# Definitions

---

## Undefined Words and Phrases

The definition of any word or phrase not listed in the definitions which is in question when administering this title shall be defined by the *Director* from one of the following sources. The sources shall be utilized by finding the desired definition from source number one, but if it is not available there, then source number two may be used and so on. The sources are as follows:

- A. Any City of Marysville resolution, ordinance, code, or regulation.
- B. Any statute or regulation of the State of Washington.
- C. Legal definitions from Washington common law or a law dictionary.
- D. The common dictionary.
- E. *A Planners Dictionary* published by the American Planning Association.

Item13-64

## Defined Terms

**A-frame sign.** A portable sign capable of standing without support or attachment.

**Articulation.** *Articulation* is the giving of emphasis to architectural elements (like windows, balconies, entries, etc.) that create a complementary pattern or rhythm dividing large buildings into smaller identifiable pieces.

**Artwork.** A device, element, or feature whose primary purpose is to express, enhance, or illustrate aesthetic quality, feeling, physical entity, idea, local condition, historical or mythical happening, or cultural or social value. Examples

of *artwork* include sculpture, *bas-relief* sculpture, mural, or unique specially crafted lighting, furniture, pavement, *landscaping*, or architectural treatment that is intended primarily, but not necessarily exclusively, for aesthetic purpose.

Signs, upon approval by the *Director*, may be considered *artwork* provided they exhibit an exceptionally high level of craftsmanship, special material, or construction, and include decorative devices or design elements that are not necessary to convey information about the business or product. Signs that are primarily names or logos are not considered *artwork*.

**Awning sign.** A sign incorporated into or attached to an awning.

**Balcony.** An outdoor space built as an above-ground platform projecting from the wall of a building and enclosed by a parapet or railing.

**Belt course.** A horizontal band of masonry extending horizontally across the facade of a building.

**Blade/bracket sign.** A small, pedestrian-oriented sign that projects perpendicular from a structure (*blade sign*) or is hung beneath a awning, canopy, or marquee (*bracket sign*).

**Blank walls.** A wall (including building facades and other exterior building walls and retaining walls) is considered a *blank wall*/it:

- a. A ground floor wall or portion of a ground floor wall over 4 feet in height has a horizontal length greater than 15 feet and does not include a transparent window or door; or
- b. Any portion of a ground floor wall having a surface area of 400 square feet or greater does not include a transparent window or door.

**Courtyard.** A landscaped space enclosed on at least three sides by a single structure.

**Deck.** A roofless outdoor space built as an above-ground platform projecting from the wall of a building and connected to the ground by structural supports.

**Director.** The Community Development Director or designee.

**Facade.** The entire building front or street wall face of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation.

**Fenestration.** The design, proportioning, and disposition of windows and other exterior openings of a building.

**Franchise and corporate architecture.** *Franchise architecture* is a building design that is trademarked, branded, or easily identified with a particular chain or corporation and is ubiquitous in nature. Some typical issues and negative impacts often associated with national chain or commercial *franchise* designs include:

- a. Large logos and/or colors used over large expanses of a building;
- b. Branded buildings are difficult to reuse if vacated by the primary business promoting vacancies and blight; and
- c. Buildings lack architectural elements and design consistent with the local community's architectural composition, character, vernacular, and historic context.

**Frontage.** As used in the code, *frontage* refers to the length of a property line along a street.

**Human scale.** The perceived size of a building relative to a human being.

**Marquee.** A permanent structure attached to, supported by, and projecting from a building and providing protection from the weather elements, but which does not include a projecting roof. For purposes of these standards, a free-standing, permanent, roof-like structure providing protection from the elements, such as a

service station gas pump island, shall also be considered a *marquee*. The definition also includes an awning and a canopy.

**Marquee sign.** A sign incorporated into or attached to a marquee.

**Modulation.** A stepping back or projecting forward of portions of a building *facade* within specified intervals of building width and depth, as a means of lessening the apparent bulk of a structure's continuous exterior walls.

**Pedestrian-oriented facades.** See definition in Standard B.1.2.

**Pedestrian-oriented space.** See definition in Standard B.3.2a.

**Pier.** Any of various vertical supporting structures, especially:

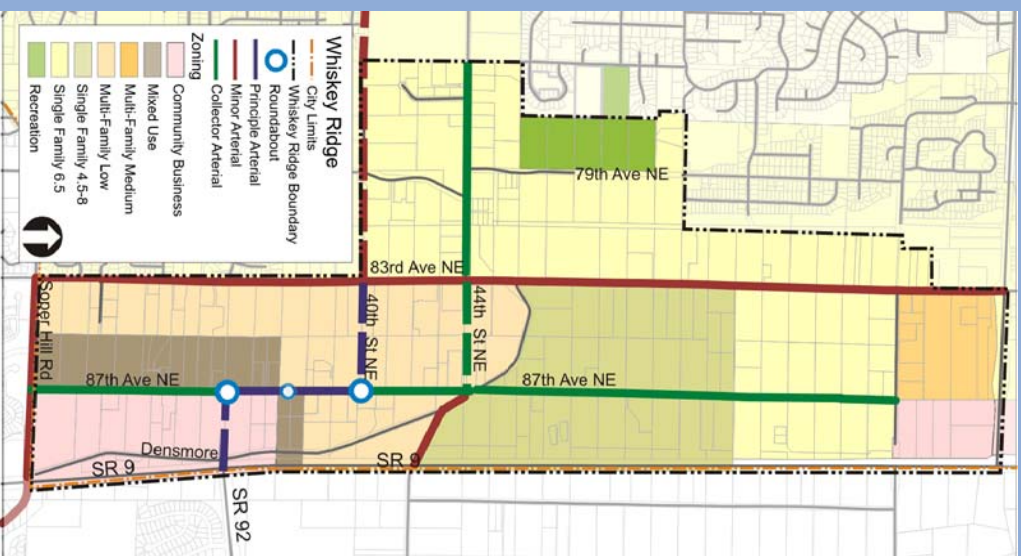
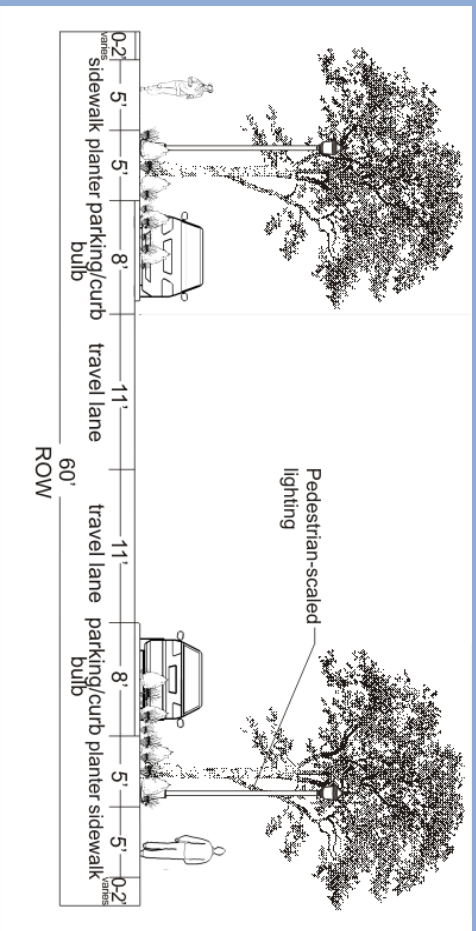
- a. A pillar, generally rectangular in cross section, supporting an arch or roof.
- b. The portion of a wall between windows, doors, or other openings.
- c. A reinforcing structure that projects from a wall; a buttress.

**Projecting sign.** A sign attached to a building face and projecting away from that wall more than 12 inches.

**Storefront.** The front side of a store facing the street and including windows.

**Wall sign.** A sign mounted flat against the wall of a building.

# East Sunnyside/Whiskey Ridge Streetscape Design Standards and Guidelines



## Contents

- 35<sup>th</sup> Street NE (SR 92 Extension)
- 40<sup>th</sup> Street NE
- 44<sup>th</sup> Street NE
- 83<sup>rd</sup> Avenue NE
- Densmore Road
- 87<sup>th</sup> Avenue NE
  - North segment
  - Middle segment
  - South segment
  - Roundabouts
- Gateway (SR 92 and 35<sup>th</sup> St. NE)
- Roundabouts (87<sup>th</sup> Ave. NE at 35<sup>th</sup> St. NE and 40<sup>th</sup> St. NE)
- Transit Facilities
- SR 9 Fence and Landscaping Design Options



## 35<sup>th</sup> St (SR 92 extension)

This new street will provide a very important east/west connection for people arriving in Marysville from SR 92. The street should have a pleasing, welcoming feel with trees lining the street and median as well as uniform, seasonal landscaping. No left turns will be allowed on this section of roadway to facilitate the movement of vehicles.

### Existing Conditions:

- This connection does not currently exist
- The area surrounding this new connection is mostly undeveloped.

### Objectives:

- Provide an east/west connection at SR-92 across SR-9 to 40<sup>th</sup> St NE with limited access
- Create a landscaped boulevard that will be a key entrance into Marysville and Whiskey Ridge neighborhood
- Alleviate congestion on Sunnyside Boulevard

### Street Design Recommendations:

**Street Configuration:** 90' right-of-way with 2 travel lanes in each direction with a landscaped median in the center.

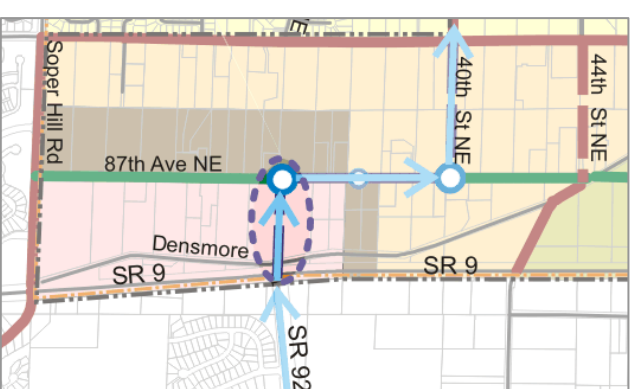
**On-street Parking:** Not recommended because this is a principle arterial.

**Lights:** A combination of pedestrian-scaled lights and taller arterial lights spaced to comply with City standards. The combination of lights provides safety for all applicable modes of transportation and creates a distinctive gateway element that contributes to the character of the neighborhood.

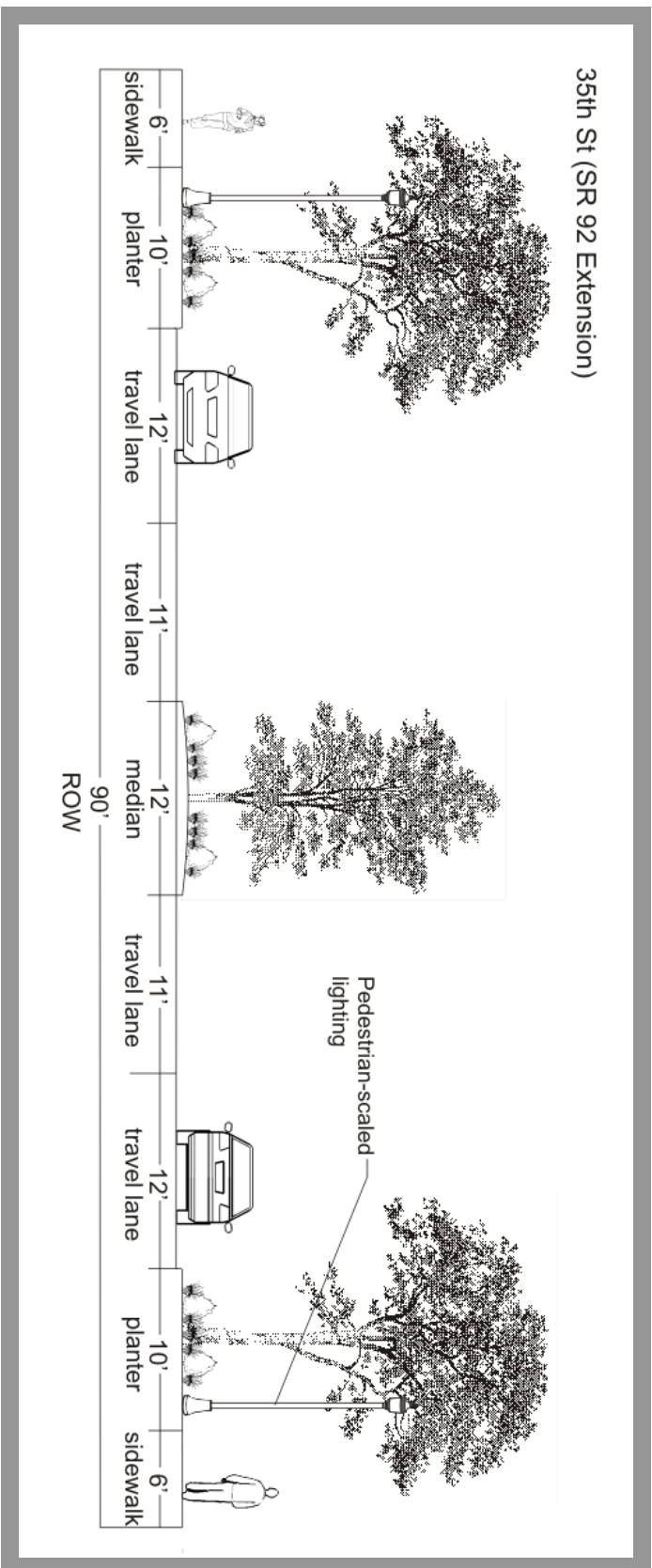
**Trees:** Uniform street trees shall be placed in the planting strips with landscaping. Two different, but complementary, tree species can be alternated in the planting strip to add seasonal interest. Trees in the median can differ from the trees in the planting strip, but should be complementary.

**Sidewalk Configuration:** Standard 6' sidewalk (concrete with a light broom finish and 2'x2' scoring pattern) with 10' wide planting strips. This wide planting strip with consistent street trees and seasonal landscaping will create a formal entry into the City of Marysville.

**Site Access:** Right in/right out access will be allowed on this roadway, but left turns will be prohibited by the median. Primary access for commercial buildings will be on 87<sup>th</sup> Ave NE.



Item13-71



Item13-72

Example street with median.



# 40<sup>th</sup> St NE

40th St NE between 87<sup>th</sup> Ave NE and 83<sup>rd</sup> Ave NE is a new principal arterial that finishes the east/west connection from SR 92.

## Existing Conditions:

- 40<sup>th</sup> St currently does not provide through connections
- The land use along 40<sup>th</sup> St is primarily low-density single-family residential

## Objectives:

- Principal arterial
- Provide east/west connections

## Design Recommendations:

Street Configuration: 80' right-of-way with two lanes in each direction with landscaped median/turn lane

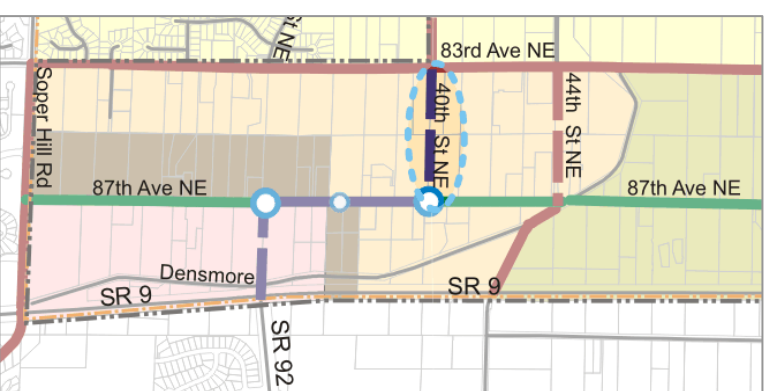
On-street Parking: Not recommended because this is a principle arterial.

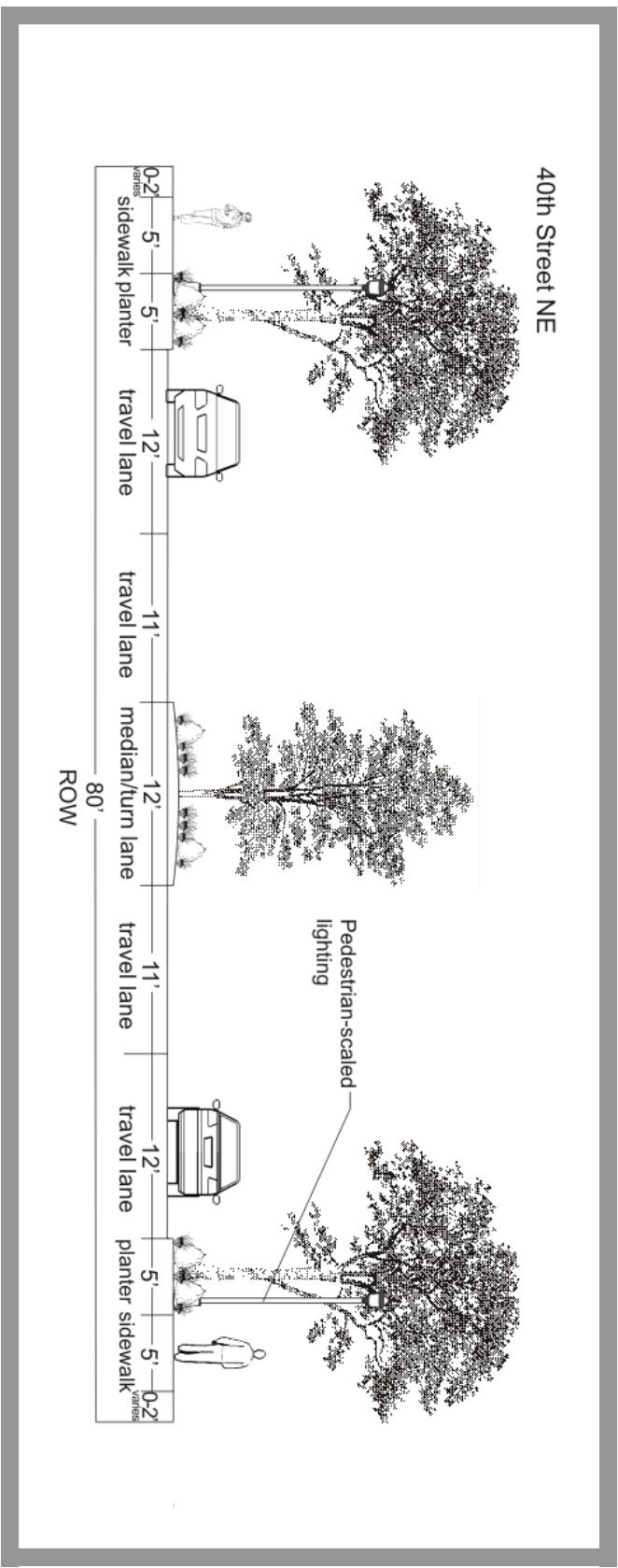
Lights: A combination of pedestrian-scaled lights and taller arterial lights spaced to comply with City standards. The combination of lights provides safety for all applicable modes of transportation and creates a distinctive gateway element that contributes to the character of the neighborhood.

Trees: Uniform street trees shall be placed in the planting strips with seasonal landscaping. Two different, but complementary, tree species can be alternated in the planting strip to add seasonal interest. Trees in the median can differ from the trees in the planting strip, but should be complementary.

Sidewalk Configuration: Standard 5' sidewalk with 5' planting strips.

Site Access: Due to the configuration of properties adjacent to 40<sup>th</sup> St NE, driveway access will be determined on a case by case basis. The driveways must meet City standards for separation from intersections.





Item13-74



Example streets.

# 44<sup>th</sup> St NE

44th St NE is a collector arterial with a new section of road between 87<sup>th</sup> Ave NE and 83<sup>rd</sup> Ave NE.

## Existing Conditions:

- 44<sup>th</sup> St NE currently ends at 83<sup>rd</sup> Ave NE
- The land use along 44<sup>th</sup> St is primarily low-density single-family and multifamily residential

## Objectives:

- Collector arterial
- Provide east/west connections

## Design Recommendations:

Street Configuration: 60' right-of-way with two lanes in each direction

On-street Parking: Not recommended because this is a principle arterial.

Lights: A combination of pedestrian-scaled lights and taller arterial lights spaced to comply with City standards. The combination of lights provides safety for all applicable modes of transportation and creates a distinctive gateway element that contributes to the character of the neighborhood.

Trees: Uniform street trees shall be placed in the planting strips with seasonal landscaping. Two different, but complementary, tree species can be alternated in the planting strip to add seasonal interest. Trees in the median can differ from the trees in the planting strip, but should be complementary.

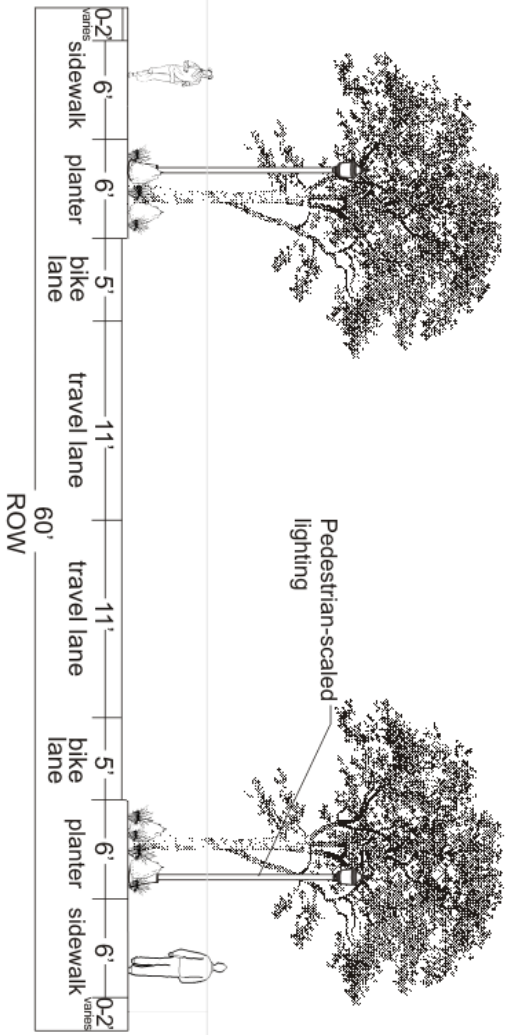
Sidewalk Configuration: Standard 5' sidewalk with 5' planting strips.

Site Access: Due to the configuration of properties adjacent to 40<sup>th</sup> St NE, driveway access will be determined on a case by case basis. The driveways must meet City standards for separation from intersections.

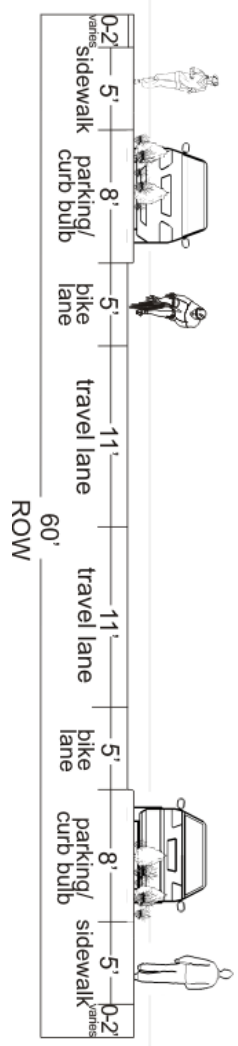


Item13-75

44th St NE  
Between 83rd Ave NE and 87 Ave NE  
Preferred Alternative



44th St NE  
Between 83rd Ave NE and 87 Ave NE  
Alternative B - existing standard + curb bulb



# 83<sup>rd</sup> Ave NE

83<sup>rd</sup> Ave NE is a minor arterial that is primarily residential. It provides an important north/south connection through the neighborhood, particularly for cyclists. This street will have a neighborhood feel with street trees, a landscaped median, a narrow right-of-way, and bike lanes.

## Existing Conditions:

- Many uses back up to 83<sup>rd</sup> and therefore do not have a strong presence on the street

## Objectives:

- Consolidate road intersections to ensure limited access
- Provide bike lanes to create an important north/south bike connection

## Design Recommendations:

**Street Configuration:** 70' ROW with 2 travel lanes, a median/turn lane, and bike lanes in each direction. The median will be landscaped and can act as a swale/bioretentation feature as well.

**On-street Parking:** Not recommended because this is a primary bike route.

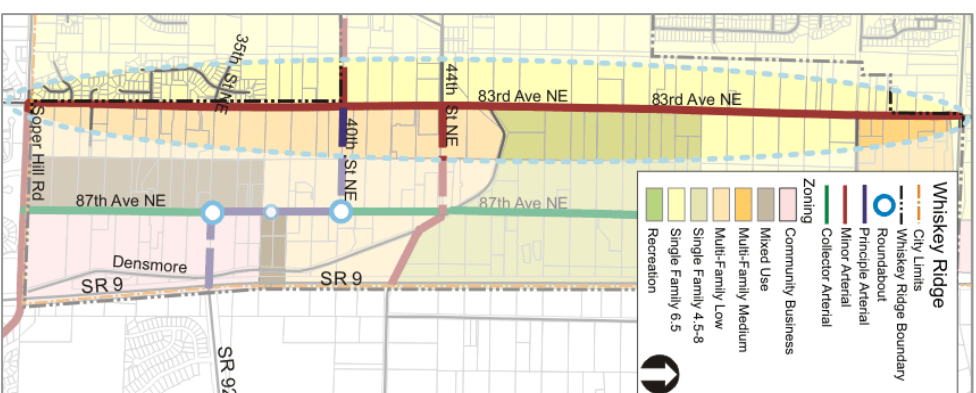
**Lights:** Street lights shall be placed to comply with City standards. Pedestrian-scaled lighting is not necessary on this residential street.

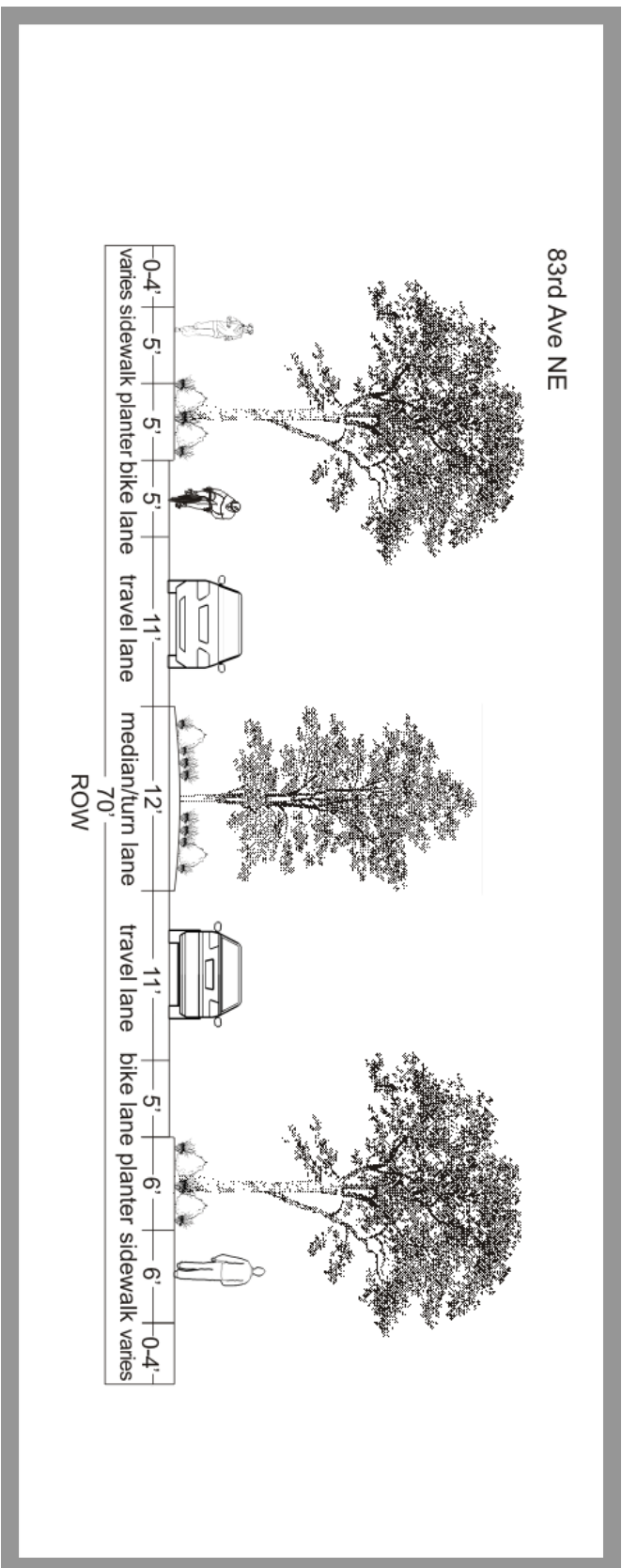
**Trees:** Uniform street trees shall be placed along the sidewalk. Two different, but complementary, tree species can be alternated to add seasonal interest. Trees in the median can differ from the trees along the sidewalk, but should be complementary.

**Sidewalk Configuration:** Standard 5-6' sidewalk with 5-6' planting strip with street trees and landscaping.

**Site Access:** Primary site access for residential development will be from 83<sup>rd</sup> Ave NE.

**Developments** shall not have more than one driveway and driveways shall be shared when possible.





Item13-78

**Street Front Development:**

New residential development fronting 83<sup>rd</sup> Ave NE should be configured to front onto the street rather than be walled off from the street. Since multiple driveways fronting on the street will not be permitted, developments can provide shared parking areas or alleys with garages away from the street (see the image to the right as an example).



*Residential uses should front onto 83<sup>rd</sup> Ave NE, like in the example above.*



# Densmore Road

With new development and new roadway improvements, Densmore Road may not be necessary for local access. This right-of-way shall be used for a multi-use trail. This trail will connect to commercial areas, to the bike lanes on 44<sup>th</sup> St NE (which connect to the Whiskey Ridge trail), and to the bike lanes on 83<sup>rd</sup> Ave NE.

## Existing Conditions:

- Currently a local access road

## Objectives:

- Provide a north/south trail connection
- Provide a bike connection to the proposed Whiskey Ridge trail
- Densmore Road will not connect with the new SR 92 extension road.

## Design Recommendations:

Configuration: 40' right-of-way with a 12' trail, 2' shoulders, and 12' planting strips on both sides of road

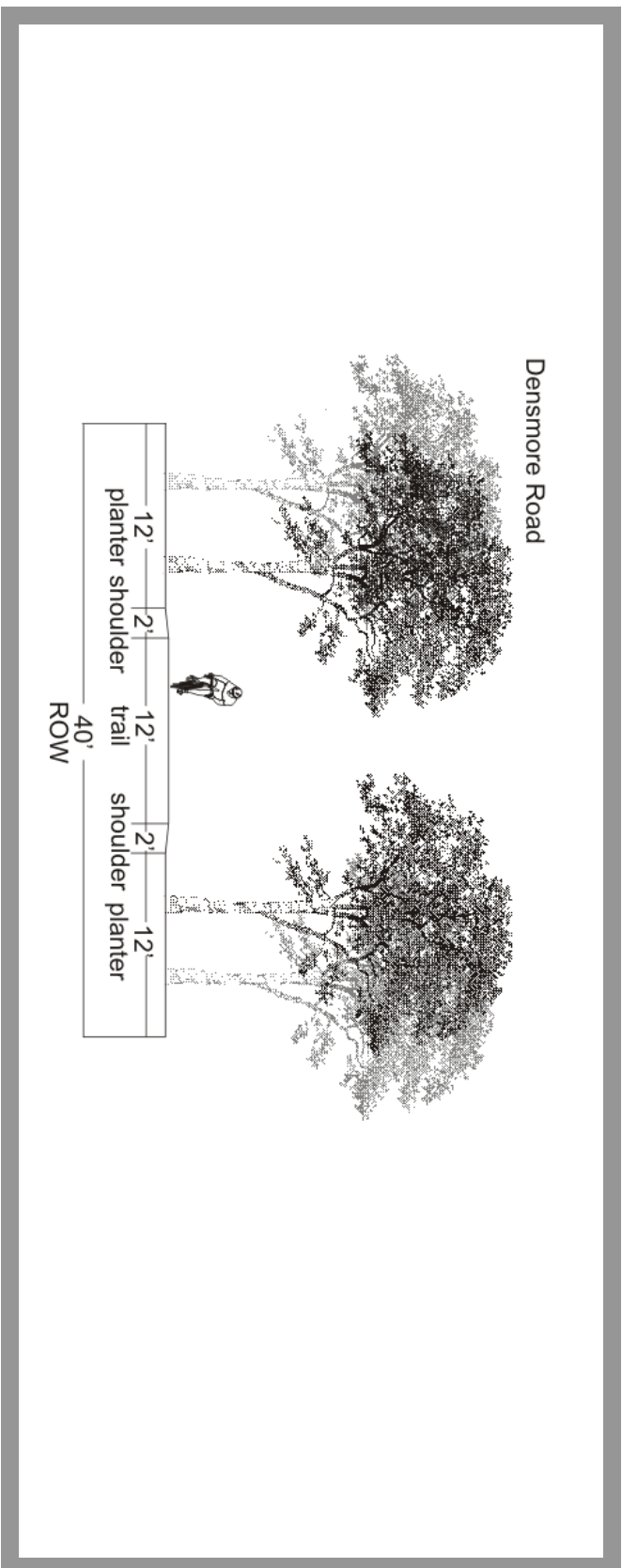
Lights: Pedestrian scale lighting

Trees: At least two rows of trees with shrubs and groundcover in the 12' planting strip on either side of the bike trail. Use existing natural native vegetation where applicable/if desired. This will help screen the trail from SR 9 and surrounding commercial uses.

Other: A bike tunnel should be considered to get bikers and trail users across the SR 92 connector.



Item13-79



Item13-80



Trail examples.

## 87<sup>th</sup> Ave NE

87<sup>th</sup> Ave NE will likely function as the central north-south spine of the Whiskey Ridge subarea. This road will have three distinct sections, each serving a unique purpose. North of 40<sup>th</sup> St NE, 87<sup>th</sup> Ave NE will be a pedestrian-oriented residential street. The second section, between 40<sup>th</sup> St NE and 35<sup>th</sup> St NE will become a key link for the east/west principle arterial connection from SR 92 to 40<sup>th</sup> St NE. This middle section will be bound by a roundabout at the intersection of 35<sup>th</sup> St NE and a roundabout at the intersection of 40<sup>th</sup> St NE. A roundabout midway through the block is currently being considered to facilitate left-hand turns. The third section along 87<sup>th</sup>, south of 35<sup>th</sup> St NE, is a commercial street that promotes pedestrian activity and slower moving traffic.

### Existing Conditions:

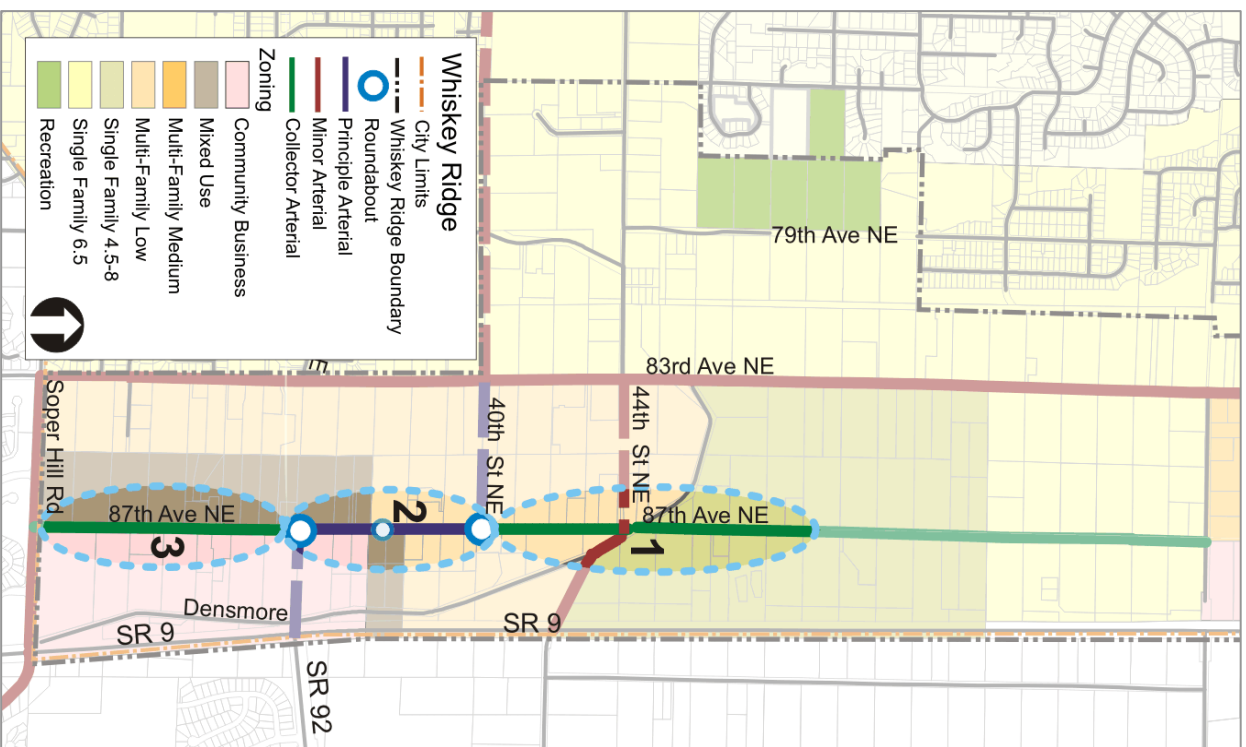
- 87<sup>th</sup> Ave NE dead ends at 64<sup>th</sup> St NE and 28<sup>th</sup> St NE
- Land use is primarily low density single family

### Objectives:

- Create an attractive, pedestrian-friendly, and mixed-use community commercial street with buildings facing the street
- Allow residential development to help create a vibrant, pedestrian-friendly street
- Facilitate vehicle connection from SR 92 to 40th

### Design Recommendations:

- Buildings should orient toward 87<sup>th</sup> Ave NE
- Create three distinct sections of roadway design, as described on the following pages.



### 87<sup>th</sup> Avenue NE - North Segment (north of 40<sup>th</sup>)

North of 40<sup>th</sup> St NE, 87<sup>th</sup> Ave NE will be a pedestrian-oriented residential street. It is designated as a collector arterial. With on-street parking, street trees and ample sidewalks, this section of the roadway will help slow traffic and create a pleasant pedestrian environment.

Street Configuration: 60' ROW with one travel lane in each direction and on-street parking.

On-street Parking: Recommended with curb bulbs at intersections. On-street parking will help slow traffic and create a neighborhood scale street, helping to distinguish this section of roadway from the section to the south which is a principal arterial. On-street parking along a property frontage will be credited to the off-street parking as required by MMC 19.18.160.

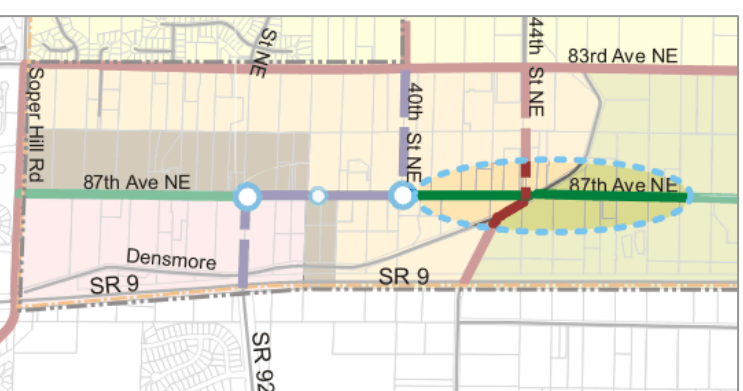
Lights: A combination of pedestrian-scaled lights and taller street lights spaced to comply with City standards.

Trees: Uniform trees consistent with other sections of 87<sup>th</sup> Ave NE. Two different, but complementary, tree species can be alternated to add seasonal interest.

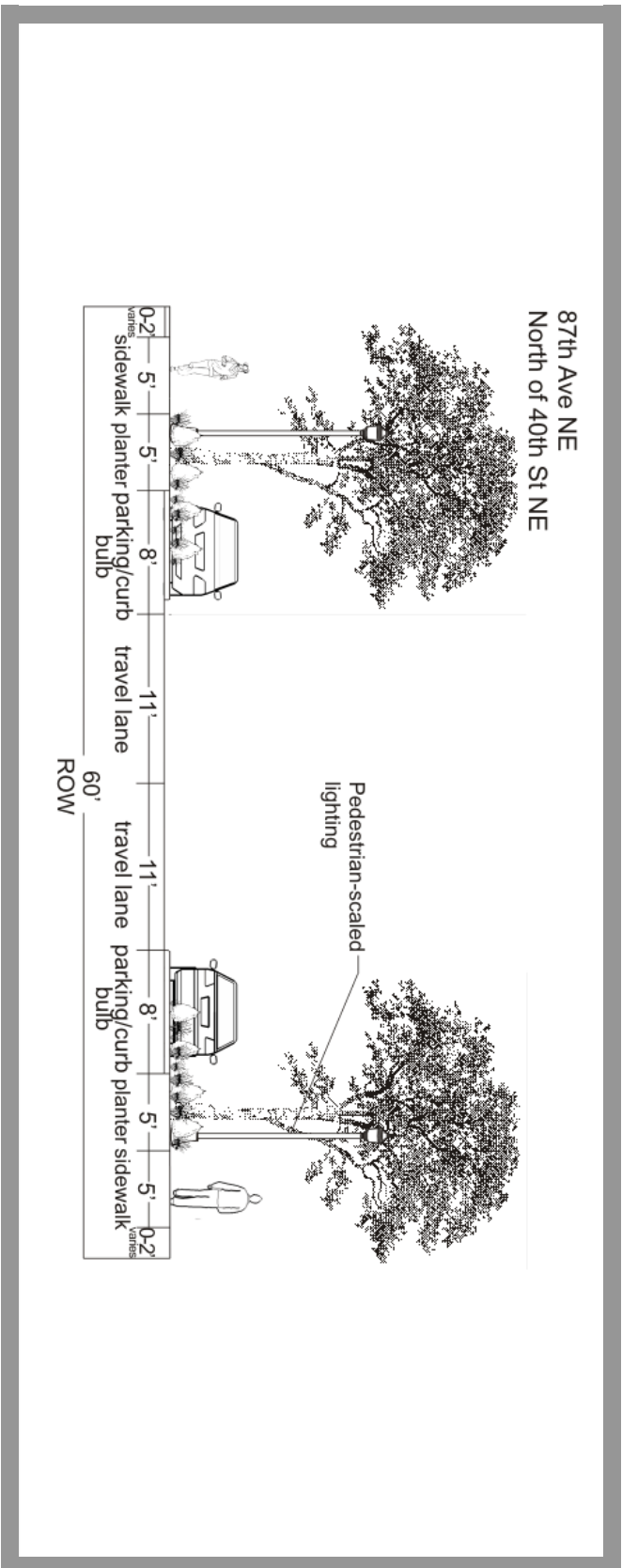
Sidewalk Configuration: Standard 5' sidewalk with 5' planting strip and landscaped curb bulbs at intersections.

Site Access: Primary access will be from 87<sup>th</sup> Ave NE. There shall not be more than one driveway per development and driveways shall be consolidated whenever possible. Driveways must meet City standards for separation from intersections.

Streetfront Design: Uses must front on the street. Subdivisions that back up to the street should be prohibited. Refer to the adopted design guidelines for residential subdivision and multifamily uses.



Item13-83



Item13-84

*Curb bulb example at intersection.*



**87<sup>th</sup> Avenue NE – Central Segment (between 35<sup>th</sup> and 40<sup>th</sup>)**

This section of roadway will provide an important link for the east/west connection from SR 92 to 40<sup>th</sup> St NE. This section of the roadway is a principal arterial and is expected to experience higher volumes of through-traffic than the other sections of 87<sup>th</sup> Ave NE. This area is also a key mixed-use area for Whiskey Ridge so pedestrian activity is encouraged with wide sidewalks, attractive planting strips with street trees, and a landscaped median. The intersections of this section of roadway at 35<sup>th</sup> St NE and 40<sup>th</sup> St NE will have roundabouts to facilitate the movement of vehicles in this area. A roundabout midway through the block is currently being considered to facilitate left-hand turns.

Street Configuration: 80' right-of way for residential development and 86' right-of-way for commercial development. Each scenario will have two lanes in each direction and a landscaped medium.

On-street Parking: Not recommended because this is a principal arterial.

Lights: A combination of pedestrian-scaled lights and taller arterial lights spaced to comply with City standards. The combination of lights provides safety for all applicable modes of transportation and creates a distinctive element that contributes to the character of the neighborhood.

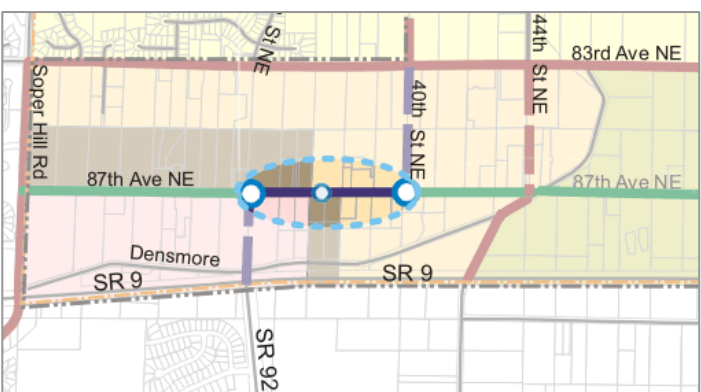
Trees: Uniform street trees shall be placed in the planting strips with seasonal landscaping. Two different, but complementary, tree species can be alternated to add seasonal interest. Trees in the median can differ from the trees in the planting strip, but should be complementary.

Furniture: Special elements such as benches and waste receptacles

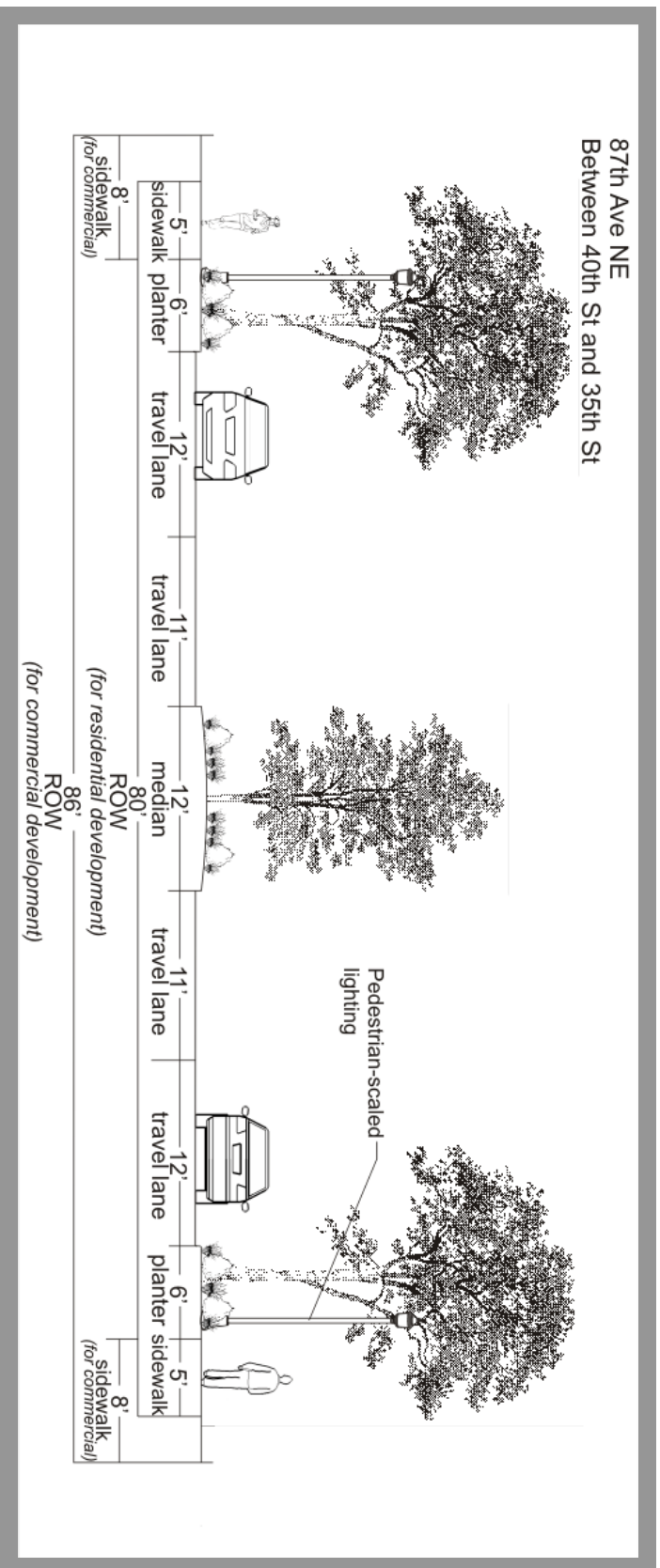
Sidewalk Configuration: 5' sidewalks with residential development and 8' sidewalks with commercial development. Sidewalks for residential areas will be standard and sidewalks for commercial areas will be concrete with a light broom finish and 2'x2' scoring pattern. Both scenarios will have 6' planting strips.

Site Access: Primary access for residential and commercial developments will be determined on a case by case basis. Driveways should be consolidated whenever possible. Driveways must meet City standards for separation from intersections.

Streetfront Design: Uses must front on the street. Subdivisions that back up to the street should be prohibited. Refer to the adopted design guidelines for commercial and multifamily uses.



Item13-85



Item13-86



Street examples with medians.





### 87<sup>th</sup> Avenue NE – South Segment (South of 35<sup>th</sup>)

The third section along 87<sup>th</sup> Ave NE, south of 35<sup>th</sup> St NE, is a commercial street that promotes pedestrian activity and slower moving traffic. This section of roadway will have wide sidewalks, attractive planting strips, and a median combined with a left hand turn lane.

Street Configuration: 64' right-of-way with 1 travel lane in each direction and a landscaped median/turn lane.

On-street Parking: Not recommended due to anticipated volumes of traffic and limited right-of-way width.

Lights: A combination of pedestrian-scaled lights and taller street lights spaced to comply with City standards.

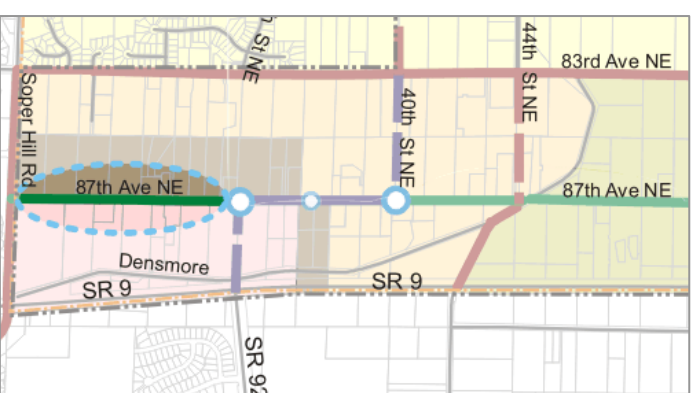
Trees: Uniform street trees shall be placed in the planting strips with seasonal landscaping. Two different, but complementary, tree species can be alternated to add seasonal interest. Trees in the median can differ from the trees in the planting strip, but should be complementary.

Furniture: Special elements such as benches and waste receptacles

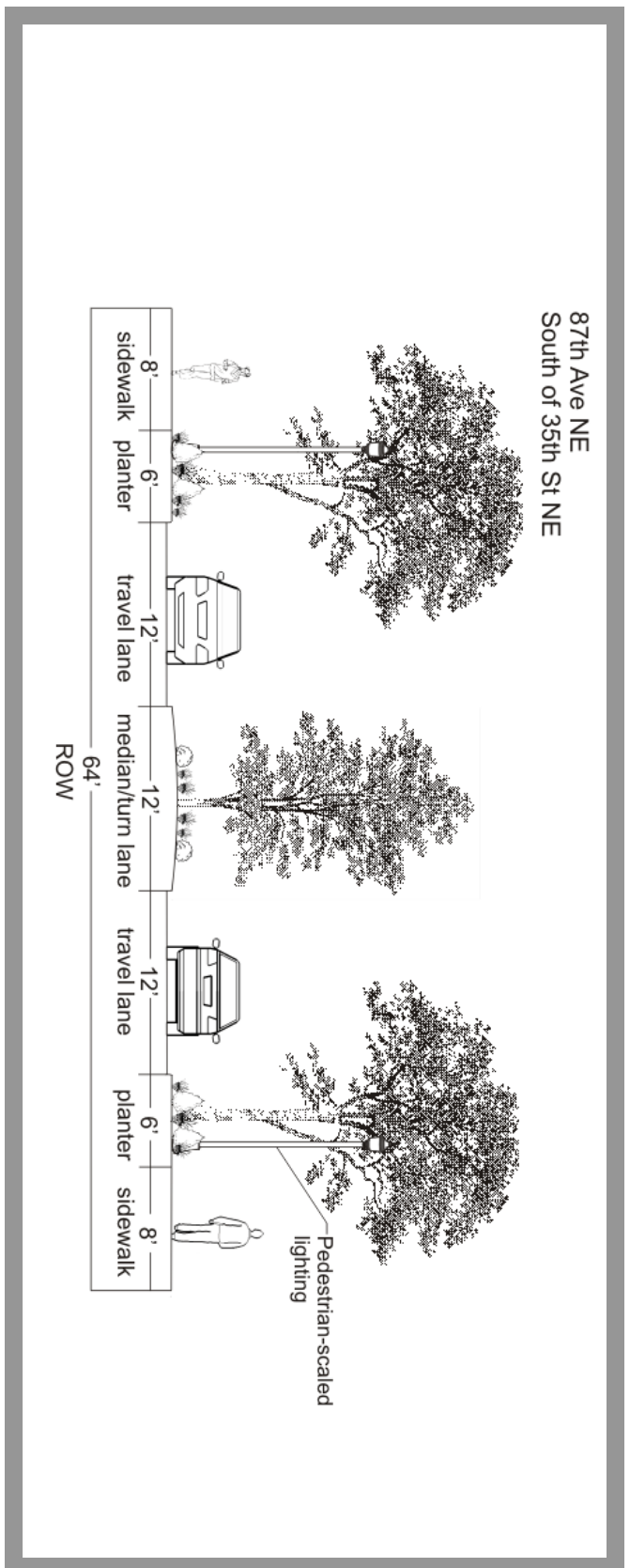
Sidewalk Configuration: Wide 8' sidewalk (concrete with a light broom finish and 2' x 2' scoring pattern) with 6' planting strip and landscaped curb bulbs at intersections.

Site Access: Primary access for residential and commercial developments will be on 87<sup>th</sup> Ave NE. Driveways should be consolidated whenever possible. Driveways must meet City standards for separation from intersections.

Streetfront Design: Uses must front on the street. Refer to the adopted design guidelines for commercial and multifamily uses.



Item13-87



Street example with median.



## Gateway at SR 92 and 35<sup>th</sup> St NE

The entrance into the City of Marysville from SR 92 and SR 9 along 35th St NE will be celebrated by a tree lined boulevard along 35th St NE with distinctive street lights. The 35th St NE entrance will also have a gateway located in the roundabout at the intersection of 87th Ave NE. The gateway could include artwork, landscaping, and a distinctive gateway sign. The landscaping in the roundabout will complement the landscaping along 35th St NE, creating a cohesive image.

### Existing Conditions:

- There is no current connection from SR 92 to continue west

### Objectives:

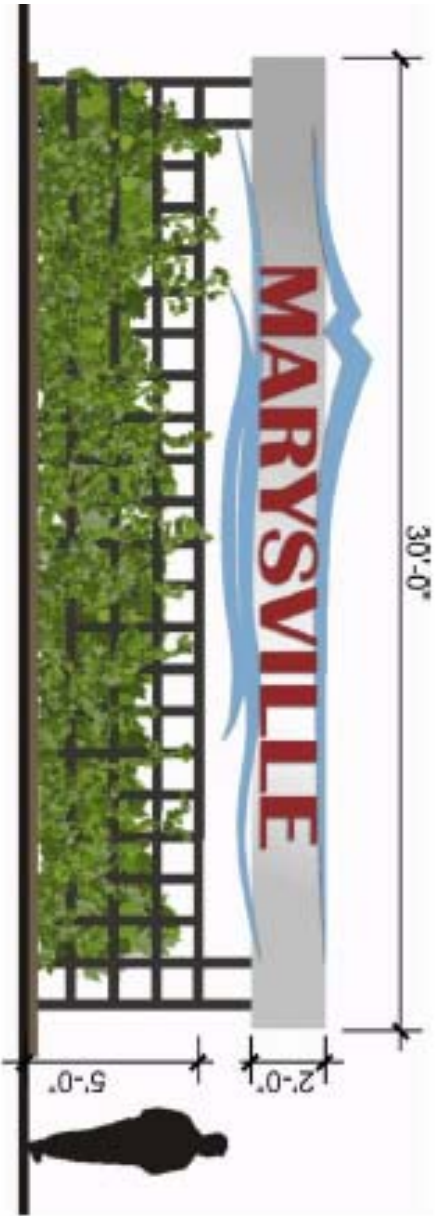
- Welcome people to the City of Marysville as they enter the city from SR 92
- Help define the identity of the Whiskey Ridge area

### Design Recommendations:

- Locate the gateway in the roundabout at 35<sup>th</sup> St NE and 87<sup>th</sup> Ave NE
- The gateway could use similar design standards as those laid out for 64<sup>th</sup> and SR 9 in the Marysville Gateway Master Plan



Examples of roundabouts with entryway features.



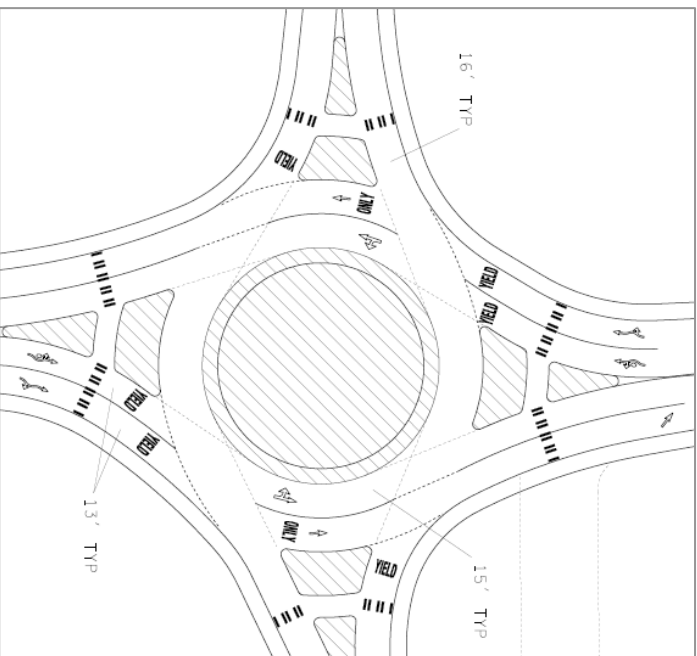
Gateway sign examples from the Marysville Gateway Master Plan.

# 87<sup>th</sup> Ave NE Roundabouts at 35<sup>th</sup> St NE and 40<sup>th</sup> St NE

The two roundabout intersections and the potential mid-block roundabout along 87<sup>th</sup> Ave NE provide a unique opportunity to help define the street and the neighborhood by using the interior space to showcase high quality, seasonal landscaping, rockery, and sculptural elements. In the design of the intersection roundabouts, it will be important to ensure that pedestrian movement is a priority and that pedestrian crossings are safe.

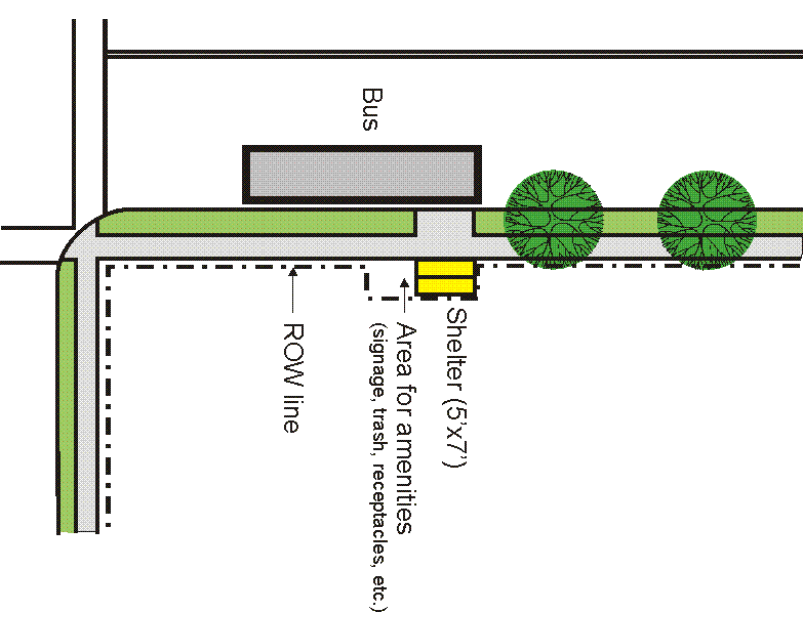


Example roundabouts.



## Transit Facilities

The street design for key Whiskey Ridge streets must consider the future need for transit stops and facilities. Key transit stop locations to be specified in consultation with Community Transit along 83<sup>rd</sup> and 87<sup>th</sup> Avenue NE, 40<sup>th</sup> Street NE, and Soper Hill Road will require allowances for pads (designed to ADA standards) to accommodate future bus shelters. The minimum extra right-of-way allowance for a transit pad at an in-lane transit stop should be five feet in width and about 15 feet in length, as illustrated on the diagram to the right. This allowance will provide sufficient space for a standard shelter with adjacent room for other transit amenities such as signs, schedules, and trash receptacles.



Item13-92

# SR 9 Fence and Landscaping Design Options

Fences and landscaping along SR 9 will be critical to ensure SR 9 is an attractive corridor. New development in the Whiskey Ridge area will not front on SR 9, so the backs of buildings, parking lots, and service areas are likely to be adjacent to the roadway. It is important to have clear design options for screening these areas to create a uniform, attractive corridor.

## Existing Conditions:

- SR 9 currently has dense vegetation along the roadway

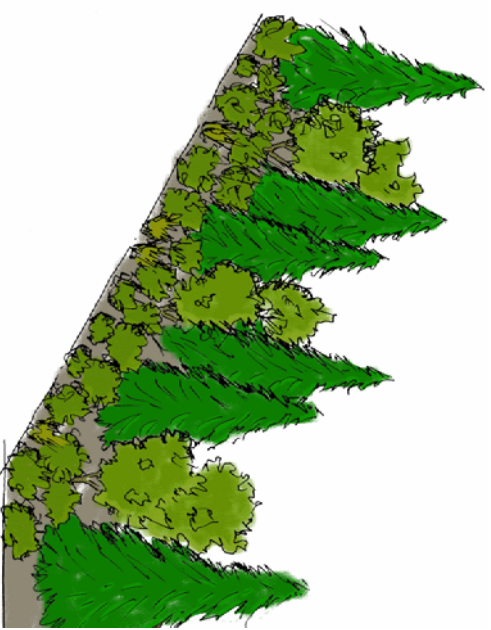
## Objectives:

- Promote an attractive corridor along SR 9
- Screen the unattractive back sides of buildings, parking lots, and service areas from view along SR 9 with fences and walls combined with vegetation.

## Design Recommendations:

All residential zoned properties adjacent to Highway 9 shall integrate one of the following options along the property line abutting Highway 9:

1. **10' wide landscape buffer with fence.** The following standards apply:
  - A. Landscaping shall be placed between the fence and SR 9 to form a dense screen. The following standards apply:
    1. Property owners are encouraged to retain existing native and non-invasive vegetation to incorporate into the screen. Credit will be given for existing trees and shrubs depending on their size and screening (with regards to the amount of additional trees and shrubs that are needed).
    2. The landscaping plan shall be prepared by a licensed landscape architect or Washington-certified Professional Horticulturalist.
    3. Evergreen trees. At least one row of evergreen trees shall be planted, minimum 8 feet in height and 10 feet maximum separation at time of planting. Permitted evergreen tree species are those with the ability to develop a minimum branching width of 8 feet within 5



*Buffer options emphasize landscaping elements over fencing.*

- years. Multiple tree species shall be integrated into the buffer design to promote long term health and provide visual interest.
4. Deciduous trees. Projects shall incorporate deciduous trees (vine maples are a desirable example) into the buffer to add seasonal variety and interest. Deciduous trees shall have a caliper of at least 1 inch at the time of planting.
  5. Shrubs shall be planted at a rate of one shrub per 20 square feet of landscaped area. At least 50 percent of the shrubs shall be evergreen. At least 25% of the shrubs should be deciduous to provide seasonal interest. Shrubs shall be at least 16 inches tall at planting and have a mature height between 3 and 4 feet.
  6. Ground cover shall be planted and spaced to result in total coverage of the required landscape area within three years as follows:
    - a. Four inch pots at 18-inches on-center.
    - b. One-gallon or greater sized containers at 24-inches on-center.
  7. New landscaping materials shall consist of drought-tolerant species that are native to the coastal region of the Pacific Northwest or non-invasive naturalized species that have adapted to the climatic conditions of the coastal region of the Pacific Northwest.
  8. Maintenance. A 2 year bond, at 140% of the cost of the plants and installation, shall be placed following the time of installation and accepted by the City, to ensure the plants live and are maintained through two growing seasons.

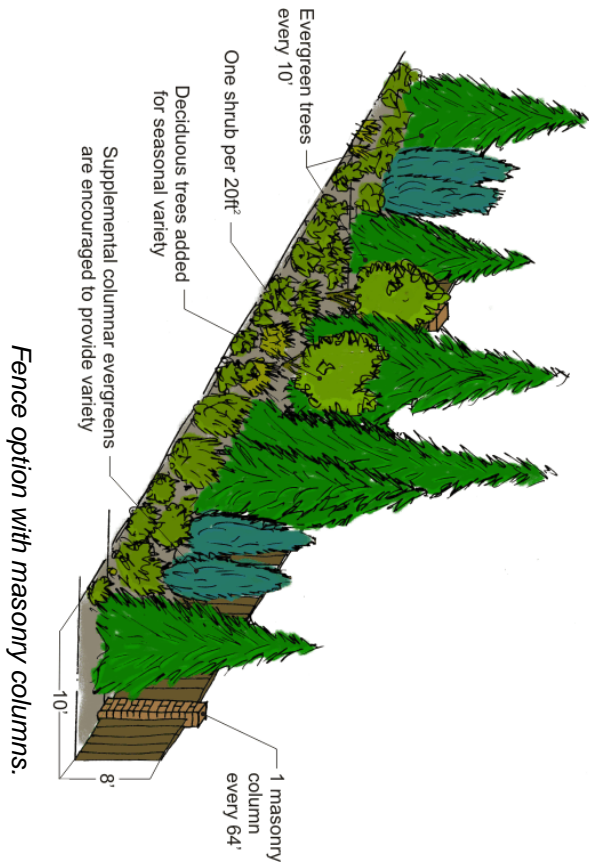
Item13-94



B. Fence standards:

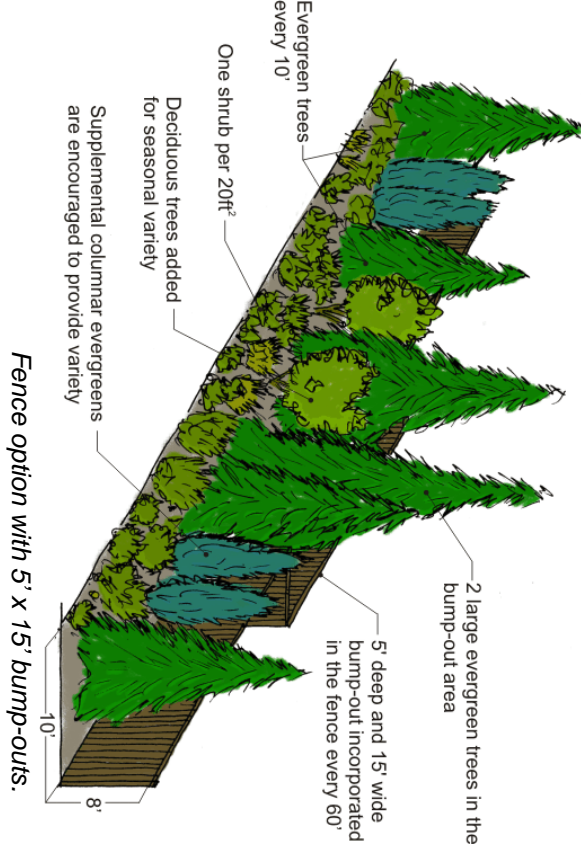
1. The fence shall be 8' high and constructed with durable materials.
2. All razor wire, barbed wire, electric wire, or chain link fences are prohibited
3. The fence shall be broken up to add variety in one of the following ways:
  - a. A masonry column/post shall be incorporated along the fence every 64'. The column shall be 1' taller than the rest of the fence and a minimum of 1' wide.
  - b. A 5' deep and 15' wide setback shall be incorporated in the fence every 60'.

10 ft wide buffer with fence



Fence option with masonry columns.

10 ft wide buffer with fence

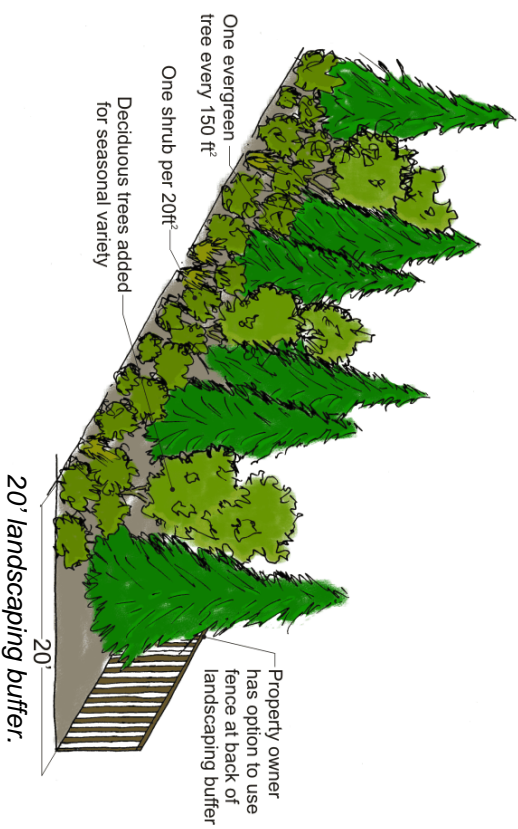


Fence option with 5' x 15' bump-outs.

**II. 20' wide landscaping buffer.** The following standards apply:

- A. A dense vegetated screen shall be provided according to the following standards:
  1. Property owners are encouraged to retain existing native and non-invasive vegetation to incorporate into the screen. Credit will be given for existing trees and shrubs depending on their the size and screening (with regards to the amount of additional trees and shrubs that are needed).
  2. The landscaping plan shall be prepared by a licensed landscape architect or Washington-certified Professional Horticulturalist.
  3. A minimum of one evergreen tree at least 8' tall at the time of planting for every 150 square feet arranged in a manner to obstruct views into the property. Permitted evergreen tree species are those with the ability to develop a minimum branching width of 8 feet within 5 years. Multiple tree species shall be integrated into the buffer design to promote long term health and provide visual interest.
  4. Deciduous trees. Projects shall incorporate deciduous trees (vine maples are a desirable example) into the buffer to add seasonal variety and interest. Deciduous trees shall have a caliper of at least 1 inch at the time of planting.

**20' wide buffer**



5. Shrubs shall be planted at a rate of one shrub per 20 square feet of landscaped area. At least 50 percent of the shrubs shall be evergreen. At least 25% of the shrubs should be deciduous to provide seasonal interest. Shrubs shall be at least 16 inches tall at planting and have a mature height between 3 and 4 feet.
6. Ground cover shall be planted and spaced to result in total coverage of the required landscape area within three years as follows:
  - a. Four inch pots at 18-inches on-center.
  - b. One-gallon or greater sized containers at 24-inches on-center.
7. New landscaping materials shall include drought-tolerant species native to the coastal region of the Pacific Northwest or non-invasive drought-tolerant naturalized species that have adapted to the climatic conditions of the coastal region of the Pacific Northwest.
8. Maintenance. A 2 year bond, at 140% of the cost of the plants and installation, shall be placed following the time of installation and accepted by the City, to ensure the plants live and are maintained through two growing seasons..
- B. Fences are optional, but may not be placed within the landscape buffer.

**III. Exceptions.** Exceptions to these screening standards may be made if the City finds the recommended alternative meets long term screening objectives. Specifically:

- A. The developer/owner may make arrangements with WSDOT to have a portion of the required buffer on WSDOT property (provided at least 10 feet of landscape buffer is retained on private property). The owner remains responsible for maintenance and irrigation of the entire buffer, even portions on WSDOT property.
- B. Under some circumstances, it may be desirable to leave portions of the highway unscreened. With City approval, the required trees may be grouped to provide views of desired amenities, such as parks or mountains.
- C. Other alternative screening methods will be considered by the City if the method provides a viable long term option to effectively screens the highway from development and adds visual interest from the highway corridor.



## MARYSVILLE PLANNING COMMISSION

June 10, 2008

7:00 p.m.

City Hall

### CALL TO ORDER

Chairman Muller called the June 10<sup>th</sup>, 2008 Meeting of the Marysville Planning Commission to order at 7:03 p.m., noting the excused absence of Commissioner Foster. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Steve Leifer, Deidre Kvangnes, Toni Mathews, Michael Stevens

**Staff:** Community Development Director Gloria Hirashima, Recording Secretary Amy Hess

**Absent:** Becky Foster

### APPROVAL OF MINUTES:

May 13, 2008

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Stevens to approve the May 13, 2008 meeting minutes as presented. Motion carries, (6-0).

### PUBLIC HEARING:

None

### NEW BUSINESS:

#### **Whiskey Ridge Design Guidelines**

Chairman Muller solicited public comment on anything other than what was on tonight's agenda; seeing none, he went on to address the current agenda item, Whiskey Ridge Design Guidelines.

Ms. Hirashima let the Commission know that at the City Council Meeting on June 9<sup>th</sup>, Council adopted the Smokey Point Master plan. She also complimented the Commission on the work done. Director Hirashima stated that the City is moving

forward with the next steps of the process. There was further discussion about the progress of this project in regards to RID's, funding, etc.

Bob Bangford from Makers Architecture and Urban Design was introduced by Ms. Hirashima. She gave a quick overview of the Whiskey Ridge plan that was adopted last year and explained that the city had hired Makers to clarify some policies and requirements in the Master Plan.

Mr. Bangford began with an overview of the major elements of the Streetscape Design Plan, including expected growth, streets, bike paths and projected connections. He gave an overview of the SR 92 Extension outlined in the draft.

Chairman Muller questioned the reference to an undercrossing of the bike path in the design standards, as it didn't seem to be shown in the cross sections.

Ms. Hirashima responded that this was a potential strategy to deal with a potentially confusing intersection when SR 92 is punched through. She gave a brief update of the work the City had been doing with WSDOT and the intersection improvements they had been working on.

Mr. Bangford continued on with the explanation of the Streetscape Design Plan. Commissioner Leifer questioned what would happen if SR 9 was ever expanded to a larger highway. How would the projected landscape buffers be affected by the widening of SR 9 and state enforced Right of Ways? Ms. Hirashima explained that residential/commercial development of this area would probably develop before the actual widening of SR 9 and that the City's goal at this point in time was to try and provide buffering and protection for the potential widening in the future.

Chairman Muller questioned consistency of fencing throughout the project area. Ms. Hirashima responded that the alignment of driveways was discussed by the City and Makers, and that changing the orientation of plats and driveways was the alternative that the City and Makers came up with.

Mr. Bangford continued on into the Design Standards, explaining that the intent of these standards is to have flexibility where necessary while maintaining the intent of the guidelines.

Chairman Muller made a point in regards to Building Location and Large Site flexibility, noting that some clarification is needed as to what dictates the primary frontage. Ms. Hirashima stated that they would take a look at this and make sure the language was clarified.

Chairman Muller voiced his concern about sufficient parking in the entire project area. He questioned whether or not a parking structure would be appropriate. Mr. Bangford responded that parking structures are very expensive and that it is typically

difficult to get the funding necessary. He suggested adding language to encourage coordination within the development and developers in regards to parking.

Chairman Muller questioned restrictions on the A-frame signs. He felt that there should be a height restriction for these signs in addition to the restrictions outlined in the guidelines. He also questioned whether or not bike racks were being provided. Ms. Hirashima thought this was addressed in the city code and said that she would look into it further. Mr. Muller also questioned the northern boundary, 44<sup>th</sup> St., of the project and if any changes were going to be made to it. He stated that he thought there should be more pedestrian and bike friendly access and also connections to the Centennial Trail. Mr. Bangford suggested mimicking the standards in place on 83<sup>rd</sup> Ave. on 44<sup>th</sup> St. to address the bike and pedestrian concerns.

Commissioner Stevens questioned design standards for transit kiosks and bus shelters. Ms. Hirashima referred to Smokey Point Master Plan and suggested that the city refer to this as an example for guidelines in this area.

Mr. Bangford asked that the Commission let him know if they have any more questions or suggestions.

**ADJOURNMENT:**

**Motion** made by Commissioner Mathews, seconded by Commissioner Stevens, to adjourn at 8:56 p.m. Motion passed unanimously, (6-0).

**NEXT MEETING:**

June 24<sup>th</sup>, 2008

---

Amy Hess, Recording Secretary



**MARYSVILLE PLANNING COMMISSION**

**October 14, 2008**

**7:00 p.m.**

**City Hall**

**CALL TO ORDER**

Chairman Muller called the October 14, 2008 Meeting of the Marysville Planning Commission to order at 7:04 p.m. The following staff and commissioners were present:

- Chairman:** Steve Muller
- Commissioners:** Jerry Andes, Steve Leifer, Deirdre Kvangnes, Michael Stevens
- Staff:** Community Development Director Gloria Hirashima, Associate Planner Libby Grage, Associate Planner Angela Gemmer, Recording Secretary Laurie Hugdahl
- Absent:** Becky Foster (Excused)

Steve Muller noted that Toni Matthews' term had expired and she would not be renewing her position. Gloria Hirashima stated that new Planning Commissioner Eric Emery was appointed at last night's Council meeting.

**APPROVAL OF MINUTES**

None

**AUDIENCE PARTICIPATION**

Ellen Hiatt Watson, 7006 179th Place NW, Stanwood, spoke on behalf of 7 Lakes Community, an organization within the 7 Lakes area. The group is interested in land use issues. She thanked the City for taking on issues such as FCCs and rural clusters. Ms. Watson discussed her motivation for starting the citizen group in order to help citizens feel like they make a difference. She encouraged the City to make participation easier. She offered to be available to help spread the word to residents who want to be informed via her website.

Community Development Director Hirashima encouraged Ms. Watson to also attend a Council meeting for audience participation. Ms. Watson indicated that she would do that.

## CURRENT BUSINESS

### 1. Wireless Communication Facilities

Staff is recommending that some revisions be made to the wireless code. Associate Planner Libby Grage summarized the proposed changes as discussed in her memo to the Planning Commission dated October 9, 2008 regarding Wireless Communication Facilities - Recommended Changes.

Chair Muller referred to the October 7, 2008 *HeraldNet* article in their packet: *Edmonds neighbors pitch fit over new metal pole*. He asked if Marysville might need to reconsider this issue. Gloria Hirashima discussed how they are reviewing this issue.

Gloria Hirashima referred to section 19.43.060 *Siting Hierarchy* on page 4 of 12 of the Draft Proposed Revisions. Associate Planner Grage reviewed the priority ranking for antenna or antenna support structures in that section.

Chair Muller asked how the City stays on top of the technological advances in this industry. Associate Planner Grage indicated that it is difficult. She stated that they do have a provision in the code to allow for a technical review for a third party if needed. Gloria Hirashima added that also rely on the companies' expertise.

Commissioner Steve Leifer asked why people would prefer a wood pole as opposed to a metal pole. There was discussion about how the metal poles contain the wires inside them so they are not visible on the outside and about the difference in diameter and appearance between wood and metal poles.

Director Hirashima stated that this would be set up for a public hearing.

### 2. East Sunnyside/Whiskey Ridge design guidelines

Community Development Director Gloria Hirashima stated that they had an open house in the Whiskey Ridge area last month with very few people in attendance. She reviewed the proposed changes to the Whiskey Ridge Design Standards and Guidelines and distributed the proposed street diagram for 44th Street.

Commissioner Jerry Andes asked about the orientation of the shopping centers in this area. Director Hirashima discussed orientation and topographical issues.

Commissioner Michael Stevens stated that the City of Mukilteo requires a Developer Agreement with the city in order to deal with some more challenging issues. Director Hirashima stated it was her understanding that those Developer Agreements often occur with rezones, but she indicated she would look into this further.

Commissioner Steve Leifer discussed dangers with landscaping in the medians down the center of roads. Landscaping close to the intersection in those medians can cause difficulties in seeing pedestrians. He recommended having low-growing shrubbery or ground cover in the last 60 feet or so. Director Hirashima concurred.



Commissioner Jerry Andes asked who was responsible for maintaining those areas. Director Hirashima stated that the Parks Department and Streets Department share the responsibility.

There will be a public hearing at the next Planning Commission meeting on October 28.

## **NEW BUSINESS**

### **1. Development Code Revisions**

Revise code to add grading design standards to Chapter 19.28 - Clearing, Grading, Filling and Erosion Control.

Associate Planner Angela Gemmer discussed the Development Code Revisions as outlined in her memo to the Planning Commission dated September 17, 2008. The revisions are a result of what they have seen on some county-initiated plats, on both public and private properties.

Chair Muller asked how this would affect pad site developments on the hillside. Director Hirashima said they will need to consider minimizing those grade changes. The emphasis is on the impact to adjacent properties.

Commissioner Stevens asked if this refers to any landscaping standards or recommendations for grade shifts between sites. Ms. Gemmer said this was not considered. Chair Muller pointed out that there are already landscaping requirements to address that. Commissioner Stevens wondered if they should have a maximum grade level. Ms. Gemmer stated that there are already slopes standards, but this refers more to the visual effect of the slope.

Commissioner Stevens commented on challenges when a residential zone abuts a commercial zone. He suggested requirements for terracing walls and greenery in lieu of large retaining walls.

Director Hirashima summarized the areas for staff to look at:

- Separating commercial from residential treatment
- Transition areas between commercial and residential

Commissioner Leifer referred to low-impact design methods. He discussed difficulties when one person does the traditional method next to someone who has a more innovative approach. There needs to be flexibility to allow for more innovative approaches. Director Hirashima stated that they are dealing with this issue right now with some large developments coming into the City. There is a feeling that there needs to be ongoing restrictions on the tenants regarding grading.

Commissioner Leifer stated that the soil of some sites may not be conducive to low-impact designs. Director Hirashima commented that whatever is approved needs to be viable for every part of the development. Commissioner Leifer discussed the need to be flexible with the grading requirements. Director Hirashima concurred.

## **COMMENTS FROM COMMISSIONERS**

Commissioner Leifer asked if there was any rule to disallow an interested party from doing frontage improvements to an entire strip of road, even frontage that he does not own, and then recovering the cost of the frontage that he did not own. Director Hirashima replied that there is some ability to do this and get mitigation credit if it is in your affected area. If it is not in your affected area, it might not be allowed. She cautioned against trying to circumvent Public Works bid laws. There was discussion about a specific situation Commissioner Leifer was facing.

**CITY COUNCIL ACTION**

**ADJOURNMENT:**

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Andes, to adjourn at 8:12 p.m. Motion passed unanimously, (5-0).

**NEXT MEETING:**

October 28, 2008

---

Laurie Hugdahl, Recording Secretary



## MARYSVILLE PLANNING COMMISSION

October 28, 2008

7:00 p.m.

City Hall

### CALL TO ORDER

Chairman Muller called the October 28, 2008 Meeting of the Marysville Planning Commission to order at 7:04 p.m. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Deirdre Kvangnes, Jerry Andes, Michael Stevens, Becky Foster, Steve Leifer, Eric Emery

**Staff:** Community Development Director Gloria Hirashima, Senior Planner Chris Holland, Traffic Engineer John Tatum, Recording Secretary Laurie Hugdahl

Chair Muller welcomed new Planning Commissioner Eric Emery.

### APPROVAL OF MINUTES

October 14, 2008 Planning Commission Meeting Minutes

**Motion** made by Commissioner Stevens, seconded by Commissioner Andes, to approve the minutes as presented. **Motion** passed unanimously (6-0)

### AUDIENCE PARTICIPATION

None.

### PUBLIC HEARINGS

**1. Transportation Element Update (Continuation)  
Adopt an update to the 2008 Transportation Element as a sub-element of the  
City's Comprehensive Plan.**

Senior Planner Chris Holland stated that the hearing was closed, but the record had been kept open to receive comments from CTED. He reviewed their concerns and suggestions which were included in the packet. Staff responded to their concerns in a letter dated October 1 (also in the packet). They also met with a representative from CTED. Based on that meeting they made some changes to the Transportation Element which he reviewed.

Chris Holland suggested making a motion to move the Transportation Element Update to the City Council for approval subject to staff elaborating based on the comments from CTED in the e-mail dated October 27.

Commissioner Leifer expressed concerns about the lack of discussion of truck parking in the city. Traffic Engineer John Tatum stated that that would be included in a separate document. They have drawn up a modified truck route document with consideration given to all the annexations. There has not been agreement about the truck parking so this will come at a later time. Commissioner Leifer commented that certain trucking companies are using the streets as a truck terminal. There was some discussion about intended uses of the designated truck parking areas. Mr. Tatum stated that this could be addressed when they bring the truck route/truck parking document to the Council. He commented that they have had difficulty getting any participation from truckers or trucking companies on this matter. Chris Holland stated that page 39 of the Transportation Element discusses the truck routes. Steve Leifer also referred to page 18 which acknowledges problems with truck traffic and parking.

Commissioner Leifer referred to Appendix A-1, Traffic Impact Fees, Growth-Related Improvement Projects and TIF Costs. He commented that frontage improvements can far exceed the impact of the development. He felt that it was unfair to require both frontage improvements and impact fees. He recommended finding out what the project's fees would be and subtracting that from the frontage improvements. If there is a balance it could be credited to future developments.

Steve Muller commented that impact fees are not always used for that specific development from which they are collected. Director Hirashima stated that the TIP is set up on a citywide basis. They looked at doing this district-wide and the rate differential was not substantial enough to warrant the change.

Becky Foster commented on the unfairness of those who are paying for a Road Improvement District. Now those residents in the Smokey Point area have to pay again. Mr. Tatum discussed the City's attempt to make this a fair process. When they did a district analysis they determined that the different areas travel throughout the city. This is why the TIP was done on a citywide basis.

Chair Muller commented that redevelopment of the downtown needs to be taken into account so that there are sufficient funds to take care of it. He discussed how north-end development fits into this.

Commissioner Leifer concurred with the idea of a citywide benefit for the projects.

**Motion** made by Commissioner Leifer, seconded by Commissioner Kvangnes, to forward the Transportation Element on to City Council with the addition of the CTED bullet points in the document dated October 27, 2008 and as discussed by Chris Holland. **Motion** passed unanimously.

*The hearing closed at 7:36 p.m.*

**2. Whiskey Ridge Design Standards and Guidelines**  
**Adopt development guidelines and design standards that meet the community goals and objectives including Streetscape Design for the East-Sunnyside/Whiskey Ridge sub-area**

*The hearing opened at 7:36 p.m.*

Staff Presentation:

Community Development Director Hirashima reviewed the background on this item. The consultant from Makers reviewed the highlights of the Whiskey Ridge Streetscape Design Plan and the Whiskey Ridge Design Standards and Guidelines.

Public Testimony:

Jim Proctor, 8310 East Sunnyside School Road, Marysville, commented that he was confused about discussion about development of Whiskey Ridge area. As a landowner he has been unable to sell this land because of the high demands of developers and mitigation fees. Developers who wish to build apartments are still in the market, but the mitigations are precluding them developing. His taxes are going up all the time because the county views his land as potentially developable, even though in reality it isn't. He discussed the difficulty this is causing on his personal finances. Sewer that needs to go in will be very expensive. He suggested that maybe an apartment developer could go in and put in the sewer to pave the way for future single-family developers. There is the possibility for development to succeed if there is some flexibility on the part of the City. He suggested revisiting this issue.

Gayle Johnson 4829 87<sup>th</sup> Avenue NE, Whiskey Ridge, concurred with the difficulty regarding the high taxes in the Whiskey Ridge area. He commented on the discrepancy between what the land is worth and what the taxes are. He stated that his land borders Highway 9 and 87<sup>th</sup> Avenue and the county is asking for a 40-foot right-of-way. The streetscape design would take an additional 10 feet. He asked who would pay the price for this. Steve Muller commented that it is a price of developing and is typical, but he noted that if you do nothing, then nothing is required. Regarding tax increases in that area, Steve Muller recommended challenging the tax assessments by the county since there is no sewer out there.

*The public testimony portion of the hearing was closed at 7:54 p.m.*

Commissioner Andes asked if 87<sup>th</sup> would be the only access in and out of commercial shopping. Director Hirashima said they had reviewed this item with Public Works. She stated that there would be a tapering from five lanes to four to three lanes. She added that this needs to be noted in the Plan to indicate that the City would need additional right-of-way on the stretch where there is commercial development.

Commissioner Kvangnes asked if this type of tapering works pretty well in staff's opinion. Director Hirashima indicated that it did.

Commissioner Leifer asked what was wrong with backlit signs. The consultant from Makers stated that they are moving toward signs that have the individual letters lit up, which is a preferable design.

Commissioner Leifer referred to the minutes of the last meeting where he had recommended low-growing vegetation in at least the last 60-feet of the medians. Director Hirashima recommended adding a notation that landscaping will be looked at for sight-distance issues.

Chair Muller responded to Mr. Proctor's comments. He stated that this is a Master Plan process. Even with the economic downturn, the Commission has a responsibility to determine the quality of development that comes into the City when the development does occur. He cautioned against lowering any expectations and pointed to the end results they are seeing in some of the new developments around town.

Commissioner Leifer agreed with Mr. Proctor that the tax situation is ridiculous and that land owners who want to sell and developers are in a difficult position. There was some discussion about the fact that all developers in the region are having a tough time in this economic situation.

Commissioner Kvangnes commented that over half the commissioners here have been working on Whiskey Ridge for a long time. They have worked very hard to get Whiskey Ridge "right". Whiskey Ridge is going to be one of the prettiest areas in Marysville because they have been able to plan for it for a very long time. She hopes that the market will change soon for everyone's benefit. She believes everyone will be pleased with the end results.

**Motion** made by Commissioner Foster, seconded by Commissioner Stevens, to forward this on to Council as amended with the notation regarding sight-distance on landscaping and the traffic channelization. **Motion** passed unanimously (6-0).

Commissioner Stevens was excused at 8:13 p.m to attend to a family matter.

## **PUBLIC MEETING**

### **1. Crown Pacific / Interor Pacific, Inc. Mill U.S. EPA - Brownfields Clean Grant Proposal**

Director Hirashima stated that this is the public meeting as required by the Brownfields Cleanup Grant Application. Mark Killinger with Parametrix gave a summary of the grant application.

## **COMMENTS FROM COMMISSIONERS**

The Walking Audit is scheduled for Thursday at 1:00 at Comeford Park. Dan Burden, one of the premier bike/walkability experts in the country, will be there to provide an assessment of the current situation and things that the City can do to improved biking and walking opportunities in the City. There will be a related training on Friday.

**ADJOURNMENT**

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Andes, to adjourn at 8:26 p.m. **Motion** passed unanimously (5-0)

**NEXT MEETING:**

November 25, 2008

---

Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S DEVELOPMENT REGULATIONS BY ADOPTING DESIGN STANDARDS AND GUIDELINES AND STREETScape PLAN FOR THE EAST SUNNYSIDE/WHISKEY RIDGE MASTER PLAN AREA AND BY ADOPTING CHAPTER 19.14B MMC.

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

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

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

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

WHEREAS, in taking the actions set forth in this Ordinance, the City of Marysville has submitted to CTED the proposed revisions to the City's development regulations as required by RCW 36.70A.106; and

WHEREAS, in taking the actions set forth in this Ordinance, the City of Marysville has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by issuing a Determination of Non-Significance on October 9, 2008 ; and

WHEREAS, the City received comments on the proposed revisions to the development regulations, which comments the City has duly considered in adopting the needed revisions to the development regulations set forth in the East Sunnyside/Whiskey Ridge design standards and

ORDINANCE - 1

ord.Whiskey Ridge design guidelines-dev reg



guidelines and East Sunnyside/Whiskey Ridge Streetscape Design Plan; and

WHEREAS, the Community Development staff held a public meeting to discuss the draft design guidelines on September 30, 2008;

WHEREAS, the Planning Commission held workshops on the draft design guidelines on June 10, October 14 and a public hearing on October 28, 2008; and

WHEREAS, the City Council held a public meeting on January 27, 2009, at which further public input was allowed on the subject of the proposed design regulations recommended by the Planning Commission; and

WHEREAS, before adopting the needed revisions to the development regulations set forth in the design standards and guidelines and the streetscape design plan for the East Sunnyside/Whiskey Ridge subarea, the City Council has considered the public testimony, the report of staff, and the recommendation of the Planning Commission;

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

Section 1. Public Participation Program.

The City of Marysville has established and implemented a public participation program for reviewing the proposed revisions to the City's development regulations . The public participation program consisted of the meetings and hearings set forth above. The program has provided for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. Notice of the public meetings and hearings was given by:

- (a) mailing notices to property owners and residents;
- (b) publishing notices in newspapers of general circulation in the City and region;
- (c) notifying public and private groups with known interest in a certain proposal or type of proposal being considered;
- (d) posting notices at City buildings and the post office; and
- (e) making copies of the proposals available for purchase or for review at the Community Development Department and City website.

Section 2. Review and Identification of Needed Revisions to the Comprehensive Plan and Development Regulations.

ORDINANCE - 2

ord.Whiskey Ridge design guidelines-dev reg

The City of Marysville has conducted a thorough review of the development regulations to identify revisions needed in the East Sunnyside/Whiskey Ridge subarea plan to ensure compliance with the GMA and ensure internal consistency with policies and designations of the comprehensive plan. This review has been conducted by the City's Planning Commission, staff, and citizens and has utilized the public participation program set forth in Section 1 above.

Based on this review, the City has identified needed revisions to the development regulations as set forth in the design standards and guidelines and streetscape design plan for the East Sunnyside/Whiskey Ridge subarea, which is set forth in the attached Exhibit A.

Section 3. Adoption of Design Standards and Guidelines and Streetscape Plan for East Sunnyside/Whiskey Ridge Master Plan Area.

The City Council hereby adopts the Design Standards and Guidelines and the Streetscape Plan for the East Sunnyside/Whiskey Ridge Master Plan Area, as set forth in the attached Exhibit A.

Section 4

Title 19 of the Marysville Municipal Code is hereby amended by adopting Chapter 19.14 B MMC to read as follows:

Chapter 19.14B  
DEVELOPMENT STANDARDS –  
DESIGN REQUIREMENTS FOR THE EAST SUNNYSIDE/WHISKEY RIDGE MASTER  
PLAN AREA

Sections:

[19.14A.010](#) Purpose.

[19.14A.020](#) Applicability and interpretations.

19.14A.010 Purpose.

The purpose of this chapter is to apply the Design Standards and Guidelines in the East Sunnyside/Whiskey Ridge Design Standards and Guidelines and the East Sunnyside/Whiskey Ridge Streetscape Design Plan, as adopted by Ordinance No. \_\_\_\_ , as legally required standards for all new construction in the East Sunnyside/Whiskey Ridge Master Plan Area (MPA). It is also the purpose of this chapter to:

(1) Encourage the realization and creation of a desirable and aesthetic environment in the East Sunnyside/Whiskey Ridge MPA;

(2) Encourage and promote development which features amenities and excellence in site planning, streetscape, building design and contribution to community aesthetic appeal;

(3) Encourage creative approaches to the use of land and related physical developments;

(4) Minimize incompatible and unsightly surroundings and visual blight which prevent orderly community development;

(5) Allow a mixture of complementary land uses that may include housing, retail, offices, and commercial services, in order to create economic and social vitality and encourage the linking of vehicle trips;

ORDINANCE - 3

ord.Whiskey Ridge design guidelines-dev reg

- (6) Develop commercial and mixed use areas that are safe, comfortable and attractive to pedestrians;
- (7) Support the use of streets as public places that encourage pedestrian and bicycle travel;
- (8) Reduce opportunities for crimes against persons and property;
- (9) Minimize land use conflicts and adverse impacts;
- (10) Provide roadway and pedestrian connections between residential and commercial areas;
- (11) Provide public places and open space networks to create gateways, gathering places, and recreational opportunities that enhance the natural and built environment.

19.14A.020 Applicability and interpretations.

(1) Applicability.

(a) The Design Guidelines set forth in the East Sunnyside/Whiskey Ridge Master Plan, as adopted by Ordinance No. \_\_\_\_\_, shall apply to all new construction in the East Sunnyside/Whiskey Ridge MPA.

(b) The Design Guidelines shall be legally required standards, which shall be applied by the city to all development approvals and permits in the East Sunnyside/Whiskey Ridge MPA.

(c) The following activities shall be exempt from these standards:

- (i) Construction activities which do not require a building permit;
- (ii) Interior remodels of existing structures;
- (iii) Modifications or additions to existing multifamily, commercial, industrial, office and public properties when the modification or addition:

(A) Constitutes less than 10 percent of the existing horizontal square footage of the use or structure; and

(B) Constitutes less than 10 percent of the existing building's exterior facade.

(d) These standards are intended to supplement the zoning standards in the Marysville Municipal Code. Where these standards and the zoning ordinance standards conflict, the city shall determine which regulation applies based on which is more in the public interest and more consistent with the comprehensive plan.

(2) Interpreting and Applying the Design Standards.

(a) These standards capture the community visions and values as reflected in the comprehensive plan's neighborhood planning areas. The city's community development director (hereinafter referred to as director) retains full authority to determine whether a proposal meets these standards.

(b) Within these standards, certain words are used to indicate the relative importance and priority the city places upon a particular standard.

(i) The words "shall," "must," and "is/are required", or words with their equivalent meaning, mean that the development proposal must comply with the standard unless the director finds that:

(A) The standard is not applicable in the particular instance; or

(B) The development proposal meets the intent of the standards in some other manner.

(ii) The word "should", or words with its equivalent meaning, mean that the development proposal will comply with the standard unless the director finds that:

(A) The standard is not applicable in the particular instance;

ORDINANCE - 4

ord.Whiskey Ridge design guidelines-dev reg

(B) The development proposal meets the intent of the standards in some other manner; or

(C) There is convincing evidence that applying the standard would not be in the public interest.

(iii) The words “is/are encouraged,” “can,” “consider,” “help,” and “allow”, or words with their equivalent meaning, mean that the action or characteristic is allowed and will usually be viewed as a positive element in the city’s review.

(c) The project proponent may submit proposals that he/she feels meet the intent of the standards but not necessarily the specifics of one or more standards. In this case, the director will determine if the intent of the standard has been met.

Section 6. Severability.

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 7. Effective Date.

This Ordinance shall take effect five days after its publication by summary.

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

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, City Clerk

Approved as to form:

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

ORDINANCE - 5

ord.Whiskey Ridge design guidelines-dev reg


Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 26, 2009**

<b>AGENDA ITEM:</b> Visitor and Community Information Center Services Agreement	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Sandy Langdon, Finance Director	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Proposed Agreement	<b>APPROVED BY:</b> 	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The City of Marysville has contracted with The Greater Marysville Tulalip Chamber of Commerce for visitor and community information services for the past four years. The latest contract expired December 31, 2008 and both the City and the Chamber wish to renew this agreement.

The City of Marysville together with the Greater Marysville Tulalip Chamber of Commerce and the Tulalip Tribes have worked together on joint efforts to foster economic growth in our community.

Discussion between the City and Chamber regarding the renewal of this agreement as led to a request to increase the agreement amount from \$31,000 to \$34,000.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce and City of Marysville.
<b>COUNCIL ACTION:</b>

**VISITOR & COMMUNITY INFORMATION CENTER  
SERVICES AGREEMENT**

**THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE  
& CITY OF MARYSVILLE**

The CITY OF MARYSVILLE, a first-class municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 1049 State Avenue, Marysville, Washington, 98270, and THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE, 8825 34<sup>th</sup> Avenue NE, Suite C, Marysville, Washington, 98271 (hereinafter the "Contractor"), in consideration of the mutual covenants herein, do hereby agree as follows:

- I. **PURPOSE:** This Agreement covers the partial funding of a Visitor & Community Information Center which is a joint economic development project of The Greater Marysville Tulalip Chamber of Commerce, the City of Marysville and the Tulalip Tribes.
- II. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2009 to December 31, 2009 both dates inclusive.
- III. **LIAISON:** The City's officer responsible for this Agreement is Mary Swenson the Chief Administrative Officer. The Contractor's responsible person is Caldie Rogers, the President/CEO.
- IV. **SCOPE OF WORK:** See Exhibit "A" attached and incorporated herein by this reference.
- V. **PAYMENT:** Contractor shall be paid \$34,000.00 per year payable in the first quarter of 2009.
- VI. **EXTRA WORK AND CHANGE ORDERS:** Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.
- VII. **LIABILITY AND INSURANCE:** The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Workers Compensation	Statutory Amount
B. Broad Form comprehensive General Liability	\$1,000,000

C. Automobile Liability

\$ 500,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City annually. The City, its officers, agents and employees shall be named as additional insured's as it respects the obligations under this agreement.

VIII. COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, and codes and statutes of the State and local governments.

IX. DEFAULT AND REMEDIES:

A. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated by the non-defaulting party upon seven (7) days written notice (delivered by certified mail).

B. In the event of default by either party, the non-defaulting party may, at its option, bring suit to either recover damages resulting from the default or, alternatively, seek specific performance of this Agreement.

C. Should a party file suit to enforce the provisions of this Agreement, including without limitation a suit seeking damages for default, the substantially prevailing party shall be entitled to recoup its legal expenses, including reasonable attorney's fees incurred, in connection with such effort.

D. If either party defaults without legal excuse in timely fulfilling any monetary obligation owed to the other party hereunder, the obligation shall bear 12% simple interest from the date of default until paid in full.

X. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XI. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the



provisions contained therein, shall be instituted and maintained only in Snohomish County Superior Court, Everett, Washington.

XII. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including workers' compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, for the Contractor,  
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

\_\_\_\_\_  
President/CEO

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, for the  
CITY OF MARYSVILLE:

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

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

## EXHIBIT A

### VISITOR & COMMUNITY INFORMATION CENTER

#### SCOPE OF WORK

The goal of the Visitor & Community Information Center (VCIC) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place to visit whether for leisure, business, or culture with a focus on enhancing the visibility and growth of businesses within the visitor market; and 2) promoting the greater Marysville Tulalip area as a desirable place to invest and live in.

Free travel and recreation counseling services will be provided to visitors and residents 9:00 a.m. to 5:00 p.m., seven days a week from Memorial Day through Labor Day and Mondays through Fridays from Labor Day to Memorial Day. Free community and business information will be provided to residents, current and potential investors and businesses year-round Mondays through Fridays from 9:00 a.m. to 5:00 p.m.

A summary of contacts and services rendered will be tracked and reported monthly in writing to the City's project manager.

The Chamber's scope of work regarding the Visitor & Community Information Center will include:

- Organize and coordinate an ongoing Volunteer Travel Counselor Development Program to include recruitment, placement, training, supervising, recognition and evaluation of volunteers;
- Plan and direct the activities of the Visitor & Community Information Center including: developing a comprehensive information network, monitoring and updating changes in information, collecting and distributing literature and materials, providing promotional display areas in the Visitor & Community Information Center, and providing Voter's Registration services;
- Develop cooperative relations with local and statewide chambers of commerce, information centers, visitor and convention bureaus, local community service organizations, other tourist attractions and the State of Washington's Division of Tourism, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
- Coordinate approved public use of chamber facilities including scheduling use, supervising and monitoring use, assisting users as required, and identifying and reporting safety and maintenance concerns;

- Maintain and distribute literature and materials reasonably required for the proper and efficient operation of the Visitor & Community Information Center;
- Collect and display tourism and recreation promotional videos;
- Maintain a record keeping system, resource library and community information data bases;
- Manage the administrative functions of the Visitor & Community Information Program including: recruiting, hiring, training, supervising and evaluating the Visitor Services staff, includes full-time, part-time, temporary, interns and students.
- Serve as a distribution point for materials generated and provided by the City's economic development committees.
- Assist the City's economic development efforts by providing available information to committees as requested.
- Direct businesses seeking relocation to the City's Community Development Director or appropriate City staff.
- Provide a monthly report documenting businesses seeking location and/or relocation to the region.
- Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.


In an effort to keep all parties informed with the progress and successes of this agreement the parties agree to the following:

- The Chamber President will meet on a monthly basis with the City's Chief Administrative Officer to ensure adequate lines of communication exist between both parties.
- The Chamber President/CEO and four Chamber Board members will meet with the Mayor, Chief Administrative Officer and three Council members, on a quarterly basis to review the status of the contract.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/26/09**

AGENDA ITEM: Part Time Confidential Administrative Assistant – Legal Department	AGENDA SECTION:	
PREPARED BY:  Mary Swenson, Chief Administrative Officer	APPROVED BY:	
ATTACHMENTS:	MAYOR	CAO 
	AMOUNT:	
BUDGET CODE:		

**DESCRIPTION:**

In December the City hired two prosecuting attorneys and one support position to assist with the City’s growing population. It was also identified that this would be a cost savings measure for the City.

As we have implemented the change from a contract to an inhouse operation it has become evident that an additional part-time support position is required. This will assist with the continued growth within our police and court system.

**RECOMMENDED ACTION:**

The Executive and Legal Departments recommend the council authorize a part-time position of Confidential Administrative Assistant at pay code N2.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

<b>AGENDA ITEM:</b> Code Enforcement and Nuisance Regulations – Amendments to Chapter 4.02 and 6.24 of the Marysville Municipal Code	<b>AGENDA SECTION:</b> Ordinances	
<b>PREPARED BY:</b> Gloria Hirashima, Community Development Director	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> 1. Staff Report 2. Draft Ordinance (strikeout-underline format) 3. Ordinance (final form)		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

The City Council requested that staff review the existing code enforcement regulations and nuisance provisions to identify areas where improvements could be made to assist neighborhoods in property maintenance to community standards. The proposed revisions relate to code enforcement process and penalties, and defined nuisance conditions. The goal of the revisions is to facilitate timely resolution of complaints, and to clearly define what constitutes a public nuisance.

The attached staff report summarizes the recommended changes.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the proposed ordinance.
<b>COUNCIL ACTION:</b>



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

## STAFF REPORT

**DATE:** 12/28/08  
**TO:** Mayor and City Council  
**FROM:** Gloria Hirashima, CD Director  
**RE:** Revisions to Code Enforcement Procedures and Nuisance Regulations—Chapter 4.02 and 6.24 of the Marysville Municipal Code

---

At the direction of City Council, City staff and the City Attorney's office have reviewed existing enforcement procedures and nuisance regulations to address neighborhood nuisance and maintenance issues that can lead to deterioration of neighborhoods and property. Code enforcement procedures and controls in other jurisdictions, including Everett, Snohomish County, Vancouver, Snohomish and other communities were reviewed in order to identify common practices for procedures, definitions and code language to assist in nuisance enforcement.

This report will outline the proposed revisions, purpose and intended consequences.

### **Proposed Amendments:**

#### **Chapter 4.02, Enforcement Procedures:**

This Chapter identifies enforcement purposes, definitions, complaint process, penalties and enforcement, and procedures. The proposed revisions identify and add civil remedies, civil citations and criminal citation for violations.

Generally, staff believes the existing enforcement procedures and process are effective. The City's current process enables both internally and externally initiated complaints; a notice and order process is followed, with appeal available through the City's Hearing Examiner. The majority of complaints and correction are addressed through voluntary compliance using the complaint and notice & order process. The primary concern with existing process is timely response. While voluntary compliance is generally successful, the time involved in achieving success can vary broadly depending on the willingness of the property owner to respond to the City's notice. The proposed revisions add a civil infraction process, penalties and criminal citation. Chapter 4.02.040(g) adds a schedule of fines for common infractions that varies dependent on violation severity and occurrences. Fines increase for more severe offenses and repeat violators. This will provide greater certainty for enforcement personnel in outlining ramifications of noncompliance and staff believes this will facilitate speedier resolution for violations. The goal of enforcement will continue to be voluntary compliance. Enforcement personnel will continue to conduct investigations, make initial contact with property owners in an attempt to reach compliance without the assessment of fines. In situations where owners will not respond or refuse to correct the violations in a timely manner, the

civil infraction process and criminal penalties will provide another tool for compliance. There is also a mechanism for mitigation of fines in 4.02.040(h). This enables fines to be adjusted or waived in the event compliance is reached in accordance with scheduled corrective action.

Chapter 4.02.040(7) allows the City to institute additional orders-stop work and emergency orders for code enforcement in certain conditions warranting an immediate cessation of work and correction.

### **Chapter 6.24 MMC, Nuisances.**

MMC 6.24.050 addresses types of nuisance in the City of Marysville. The current regulations are often vague in defining a nuisance condition. This can prevent correction of situations where neighborhoods believe nuisance conditions exist, due to unclear authority of the City to act. In some situations, this has or can result in deterioration of neighborhood character and property maintenance; or it can create uncertainty for property owners, citizen complainants and city personnel in determining whether corrective action is warranted. The existing ordinance also does not characterize when actions are lawfully being conducted within what might be the assumed privacy of the owners' and occupants' properties. Staff proposes clarifying many "public" nuisance situations as when the offense becomes viewable from a frontage street or streets.

The proposed amendments increase clarity of what actions and conditions constitute a public nuisance. This will increase the number of situations that will be dealt with as a nuisance condition in the City. For example, the following actions are proposed to be regulated as "public nuisances" (for exact code language, please refer to attached ordinance – this is a general summary):

- Accumulations of materials, including trash, litter, garbage, bottles, cans; any and all unused animal pens or cages, including insect enclosures; and any and all discarded lumber, salvaged materials, or other similar materials in front, side, rear yards and vacant lots, unless screened from public view from the adjacent frontage street or streets.
- Nonoperational or unused vehicles. Current code relies on "abandoned" vehicle language from state law, which frequently will not include many vehicles although in disrepair and nonoperational state as they are not necessarily "abandoned". The proposed revisions will enable the City to require removal of unused vehicles on private property meeting at least one of certain requirements, including immobile disrepair, registrations expired for greater than 12 months, vegetation or debris collecting underneath, or vehicles used primarily for storage of materials.
- Failure to maintain and upkeep property. MMC 6.24.050 (14) through (29) provide for the maintenance and upkeep of properties and improvements including but not limited to accessory buildings, unfinished or damaged structures, fences, grading, retaining walls, walkways, etc. will require maintenance in a safe and sanitary condition. If structures or improvements are allowed to deteriorate or exhibit unsafe, unsanitary or hazardous conditions, the City can require action by the property owner to repair the conditions.

- Open storage. MMC 6.24.050 (19) defines open storage on private property as a public nuisance. The section also defines what constitutes residential use, as opposed to open storage.
- Parking of miscellaneous vehicles on front and side yards. MMC 6.24.050 (25) through (28) directly addresses allowable parking of motor vehicles, RV's, boats, trailers, truck tractors and commercial vehicles. Broadly, these sections provide that motor vehicles, RV's, boats and trailers must be parked on a maintained, improved all weather surface or driveway if in the front or side yard. Truck tractors, semi-trailers and heavy commercial vehicles parked in residential areas are defined as a nuisance, unless specifically permitted and improved for such use.
- Temporary or portable structures. MMC 6.24.050 (29) addresses temporary or portable structures. These structures, if placed within the required front yard, are required to be removed within seventy-two hours.

## Summary

The proposed revisions will provide additional enforcement tools and definitions for requiring upkeep and maintenance of private properties within the City of Marysville. In a review of various jurisdiction public nuisance regulations and enforcement procedures, these revisions represent a mid-level of enforcement tools and provisions. In terms of enforcement process, the civil infraction process and fines should facilitate speedier resolution of cases, while retaining ability of City staff to work cooperatively with owners. Some jurisdiction examples were more punitive, lacking the graduated fee schedule and mitigation of fines sections. Others lacked the civil infraction ability and were therefore less certain and less punitive. With respect to defined nuisances, the proposed revisions cover many of the common complaint areas that staff has heard over the years from neighborhoods, and will also clarify existing violation areas. There were nuisance code examples from other jurisdictions that were more stringent, for example covering standards for compost piles and the stacking of firewood and others that were less specific on upkeep areas. The proposed revisions to the Marysville Municipal Code offers a "basics" approach in covering areas of past complaints more clearly, so that tools will exist to help resolve these areas. These provisions will increase property maintenance standards within the City of Marysville, resulting in increased situations warranting corrective action.



CITY OF MARYSVILLE  
Marysville, Washington

**DRAFT**  
**11/21/12**  
**/29/**  
**2008**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING THE CITY’S CODE ENFORCEMENT AND NUISANCE REGULATIONS AND AMENDING CHAPTERS 4.02 AND 6.24 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the City Council finds that it is in the public interest to update the City’s code enforcement and nuisance regulations;

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

**Section 1.** Chapter 4.02 MMC is hereby amended to read as follows:

**Chapter 4.02**  
**ENFORCEMENT PROCEDURES**

Sections:

[4.02.010](#) Purposes.

[4.02.020](#) Definitions.

[4.02.030](#) Citizen complaints.

[4.02.040](#) Penalties and enforcement.

[4.02.050](#) Code enforcement procedures manual.

**4.02.010 Purposes.**

The purposes of this title are:

(1) To establish an efficient system to enforce the city of Marysville Municipal Code (MMC), providing for both civil ~~remedies, civil citations~~ and criminal ~~citation~~ remedies for violations;

(2) To provide opportunity for a prompt hearing and decision on alleged violations of the MMC;

ORDINANCE *Page 1 of 17*

g/mv/ord.Code Enforcement amend ~~112108~~122908

- (3) To establish monetary penalties for violations of the MMC; and
- (4) To abate/bring into compliance violations of the MMC. (Ord. 2045 § 1, 1995).

#### **4.02.020 Definitions.**

For the purposes of this chapter, the following definitions shall apply unless the context or meaning clearly indicates otherwise:

- (1) “City” means the city of Marysville, Washington.
- (2) “Director” means the directors of any department of the city, or such other head of a department that ~~the city council has~~ authorized ~~by ordinance~~ to utilize the provisions of this title to enforce violations of the MMC and shall include any duly authorized representative of such director. If more than one department is authorized to act under this title, the term “director” shall also be understood to mean all applicable “directors.”
- (3) “Hearing examiner” means the city of Marysville hearing examiner, codified by Chapter 2.70 MMC, or the examiner’s duly authorized representative.
- (4) “MMC” means the Marysville Municipal Code.
- (5) “Permit” means any form of certificate, approval, registration, license or other written permission given to any person to engage in any activity as required by law, ordinance or regulation. The term “permit” shall not include preliminary or final plat approval or any rezone.
- (6) “Person” as used in this title includes any natural person, organization, corporation or partnership and its agents, representatives or assigns.
- (7) ~~“Public nuisance” as used in this title is defined as a nuisance which affects equally the rights of an entire community or neighborhood, although the extent of the nuisance may be unequal. MMC 6.24.020(3) defines “nuisance.” (Ord. 2045 § 1, 1995).~~

“Public nuisance” means the following:

- a. a nuisance or public nuisance as defined in state statute or city ordinance, including but not limited to Ch. 7.48 RCW, Ch. 6.24 MMC, Ch. 6.25 MMC, and Ch. 7.04 MMC;
- b. a nuisance at common law, either public or private;
- c. a violation of the city’s land use, zoning, and environmental regulations (Titles 15, 18, 19, and 20 MMC), construction code regulations (Title 16 MMC), water, sewer, and stormwater regulations (Title 14 MMC), business license regulations (Title 5 MMC), noise regulations (Ch. 6.76 MMC), health and sanitation regulations (Title 7 MMC), fire regulations (Title 9 MMC), animal control regulations (Title 10 MMC), abandoned, unauthorized and junk vehicle regulations (Ch. 11.36 MMC), and any other violation of the Marysville Municipal Code that poses a threat to the public health, safety or welfare.

ORDINANCE *Page 2 of 17*

g/mv/ord.Code Enforcement amend ~~112108~~122908

#### **4.02.030 Citizen complaints.**

(1) Written Complaint/Notice to Owner. On forms provided by city departments, any aggrieved person may file a written complaint with the director alleging that a violation of ~~this title or other titles, chapters or sections of~~ the MMC has occurred or may occur. The citizen complaint process shall not apply to actions for which there are administrative and/or judicial appeals provided for in this title or other titles, chapters or sections of the MMC. Each complaint shall state fully the causes and bases for the complaint and shall be filed with the appropriate department. A copy of the complaint shall be promptly mailed to the property owner of the subject property via first class and certified (return receipt requested) mail.

(2) Hearing Before the Hearing Examiner. Within 60 days of completing and filing the complaint, the complainant may request, in writing, a hearing before the hearing examiner. As soon as the complaint is filed, the director shall cease all administrative action and schedule a hearing. The date of hearing shall be not more than 90 days from the receipt of the complaint. The person filing the complaint shall have the burden of demonstrating that a violation has occurred or may occur.

(3) Hearing Examiner's Decision. Within 10 city working days of the conclusion of the public hearing, the hearing examiner shall file a written decision with the department. The hearing examiner's decision shall be final with a right of appeal only to Snohomish County superior court as provided in subsection (4) of this section. The hearing examiner has the authority to award costs and expenses to the prevailing party and the city.

(4) Appeal to Snohomish County Superior Court. Within 10 city working days of the hearing examiner's written decision, a party may appeal the hearing examiner's decision to the Snohomish County superior court by filing a writ of review. In the event there is no appeal to superior court and the hearing examiner's decision becomes final, it shall be enforced pursuant to MMC [4.02.040](#)(10). (Ord. 2045 § 1, 1995).

#### **4.02.040 Penalties and enforcement.**

(1) Director Authorized to Enforce Codes. The director is charged with enforcement of the provisions of this title ~~and the MMC~~.

(2) Violations. It shall be unlawful for any person to construct, enlarge, alter, repair, move, demolish, use, occupy or maintain any use or cause the same to be done in violation of any of the provisions of this title or other titles, chapters or sections of the MMC. Any such violation as determined by the director is declared to be a public nuisance and shall be corrected by any reasonable and lawful means as provided in this section. In the event the penalties provided in

this title conflict with any penalty provided in any other section, chapter or title of the Marysville Municipal Code, the penalty provisions of this title shall control.

(3) Director’s Remedies. Upon finding a violation, the director may:

(a) Institute appropriate action or proceeding to require compliance with this title or to enjoin, correct or abate any acts or practices which constitute or will constitute a violation;

(b) Issue a temporary enforcement order, stop work order, emergency order, or permanent enforcement order, pursuant to subsections (7) and (8) of this section;

(c) Abate the violation if corrective work is not commenced or completed within the time specified in a permanent enforcement order;

(d) Suspend or revoke any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions);

(e) Assess civil penalties after notice and order set forth in subsection (8)(b)(iv) of this section or recovered by legal action filing in Snohomish County superior court; and/or

(f) File a lien against the property for costs of abatement and/or civil fines.

(g) Issue civil infractions:

1(i). Any violation of this code to which this chapter applies is deemed and declared to be a civil infraction unless such violation is expressly designated as another class of civil infraction. Each day of violation shall constitute a separate civil infraction.

2(ii). Any person found to have committed a civil infraction shall be assessed a monetary penalty as follows:

a. Basic fine of \$ \_\_\_\_\_ + cost penalties and assessments imposed by the court rules.

b. other: fine as set forth in the following schedule:

		FIRST VIOLATION		REPEAT VIOLATION	
Code Provisions:		Non-Commercial	Commercial	Non-Commercial	Commercial
Title:	Chapter:				

<u>4</u> Enforcement Code	<u>4.02</u> Enforcement, Stop Work & Emergency Orders	-	-	-	-
		\$300	\$500	\$600	\$1,000
<u>5</u> Business Regulations & Licenses	<u>5.02</u> Business licenses	-	-	-	-
		\$150	\$250	\$300	\$500
<u>6</u> Penal Code	<u>6.24</u> Public nuisances	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>6.76</u> Noise regulations	-	-	-	-
		\$150	\$250	\$300	\$500
<u>7</u> Health & Sanitation	<u>7.04</u> Unsanitary Conditions - nuisance	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>7.08</u> Garbage Collection	-	-	-	-
		\$150	\$250	\$300	\$500
<u>9</u> Fire Code	<u>9.04</u> Fire Code	-	-	-	-
		\$150	\$250	\$300	\$500
<u>12</u> Streets & Sidewalks	<u>12.24</u> Sidewalks dangerous conditions	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>12.36</u> Vegetation	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>12.40</u> Clean conditions of Public Right of Way	-	-	-	-
		\$150	\$250	\$300	\$500
<u>14</u> Water & Sewer	<u>14.01</u> General Provisions	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>14.15</u> On-site Storm Water	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>14.16</u> Public storm drainage code	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>14.17</u> Private storm drainage code	-	-	-	-
		\$150	\$250	\$300	\$500
<u>16</u> Building	<u>16.04</u> Building Code	-	-	-	-
		\$150	\$250	\$300	\$500
-	-	<b>FIRST VIOLATION</b>		<b>REPEAT VIOLATION</b>	
-	<b>Code Provisions:</b>	<b>Non-Commercial</b>	<b>Commercial</b>	<b>Non-Commercial</b>	<b>Commercial</b>
<b>Title:</b>	<b>Chapter:</b>				
<u>19</u> Zoning	<u>19.08</u> Permitted uses	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>19.12</u> Development Standards	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>19.14</u> Development Standards -	-	-	-	-
		\$150	\$250	\$300	\$500
-	<u>19.16</u>	-	-	-	-

-	<u>Development Standards -</u>	-	-	-	-
-	<u>Landscaping</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.20</u>	-	-	-	-
-	<u>Sign Code</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.24</u>	-	-	-	-
-	<u>Critical Areas Management</u>	<u>\$250</u>	<u>\$350</u>	<u>\$500</u>	<u>\$700</u>
-	<u>19.28</u>	-	-	-	-
-	<u>Clearing, Grading, Filling &amp; Erosion</u>	<u>\$250</u>	<u>\$350</u>	<u>\$500</u>	<u>\$700</u>
-	<u>Control</u>	-	-	-	-
-	<u>19.32</u>	-	-	-	-
-	<u>Home Occupations</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.40</u>	-	-	-	-
-	<u>Development Standards -</u>	-	-	-	-
-	<u>Recreational vehicle parks</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>

(iii). Civil infractions will be administered and processed through Marysville Municipal Court as setforth in the Marysville Municipal Code, state law, the Washington State Court Rules Infraction Rules for Courts of Limited Jurisdiction IRLJ and local court rules for Marysville Muncpal Court.

(h) Mitigate civil fines.

1. The Director may reduce or waive civil fines assessed under this Chapter, if the violation is corrected within the specified deadline and the correction is verified by the City. A reduction shall be in writing and state the date on which the violation was corrected.

2. For reduction or waiver of fines, the person(s) named shall have the burden of proof that the violation has been corrected.

3. Any reduction or waiver shall be based on an evaluation of individual circumstances, including but not limited to the severity of the violation, repetition of violations, protection of the public interest, and responsiveness of the person(s) responsible to correct, cure, abate, and/or stop the violation.

(4) Violators Punishable by Criminal Fine and Imprisonment. As an alternative to any other remedy provided in this title or by law or other ordinance, any person willfully or knowingly violating any provision of this title or other titles, chapters or sections of the MMC, or amendments thereto, or any person aiding or abetting such violation is guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000 and/or imprisonment for a term not to exceed 90 days. Each day such violation continues may be considered a separate offense.

(5) Inspections.

(a) Whenever the director has reasonable cause to believe that a violation has been or is being committed, the director or the director’s duly authorized inspector may enter any building,

structure or property at any reasonable time to inspect the use and perform any duty conferred on the director by this title.

(b) If the building, structure or property is occupied, the director shall first present identification credentials, state the reason for the inspection and demand entry. If consent to enter is not given and if:

(i) The director has reason to believe that the conditions create an imminent and irreparable hazard, then the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a civil search warrant.

(c) If the building, structure or property is not occupied, the director shall make a reasonable effort to locate the owner or other person(s) having control and request permission to enter. If the director is unable to locate the owner or person(s) having control, and if:

(i) The director has reason to believe that conditions therein create an immediate and irreparable hazard, the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a ~~civil~~ search warrant.

#### (6) Violators Punishable by Civil Penalties After Administrative Notice and Order.

(a) Director to Determine Violation and May Provide Enforcement Order. Within 30 days of notice of a potential violation, the director is authorized to and shall determine whether a violation has occurred and, if the director determines that a violation has occurred, shall issue a temporary or permanent enforcement order. The director shall notify the complainant, the owner or operator of the source of the violation, and the person in possession of the property or the person causing the violation of the director's determination in writing within three city working days of the determination. Service of the notice by first class and certified (return receipt requested) mail to the last known address of the complainant and violators shall be deemed effective notice (see subsection (3)(d) of this section).

(b) Director May Commence Administrative Notice. Additionally, whenever the director has reason to believe that a use or condition exists in violation of this title and that violation will be most promptly and equitably terminated by an administrative proceeding, the director may commence an administrative notice and order proceeding to cause assessment of a civil penalty, abatement or suspension of all activities, work or revocation of any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) –

ORDINANCE *Page 7 of 17*

g/mv/ord.Code Enforcement amend ~~12108~~[122908](#)

[7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(7) Temporary Enforcement Order, Stop Work Order, and Emergency Order.

(a) The director may cause a temporary enforcement order, stop work order, or emergency order (“Order”) to be posted on the subject property or served on the property owner and/or persons engaged in any work or activity on the property, as provided in this section in violation of this title.

(i) A temporary order may be issued pursuant to and in accordance with subsection (6)(a) of this section.

(ii) A stop work order may be issued to immediately cease specified work or activity, when the director finds that such work or activity is being conducted in violation of the MMC or in a dangerous or unsafe manner.

(iii) An emergency order may be issued to immediately cease and remedy specified work or activity, when the director finds that such work or activity is being conducted in a hazardous or unsafe manner that threatens the health or safety of the occupants of any premises or members of the public.

(iv) Violation of a stop work order or emergency order shall constitute a misdemeanor, punishable as provided in subsection (4) of this section.

(b) The order shall require immediate cessation of such work or activities and may temporarily suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(c) The order may be issued without written or oral notice and shall expire by its own terms in 10 days unless the director extends or issues and transmits a permanent enforcement order pursuant to subsection (8) of this section.

(d) The ~~notice and~~ order shall contain:

ORDINANCE *Page 8 of 17*

g/mv/ord.Code Enforcement amend ~~112108~~[122908](#)



(i) The street address, when available, and a legal description of the real property;

(ii) A statement that the director has found the person to be in violation of this Title and a brief and concise description of the condition found to be in violation;

(iii) A statement of the corrective action to be taken;

(iv) A statement that the order shall expire by its own terms in 10 days unless extended in writing or a permanent order is issued;

(v) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section ~~of \$100.00~~ for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent.

(e) Withdrawal or Issuance of Additional Temporary Order. The director may withdraw a temporary order if compliance is achieved within 10 calendar days of posting or service thereof. If, after withdrawal, the violation is continued or repeated, the director may cause a second temporary order to be posted on the subject property or served on persons engaged in any work or activity in violation of this title. Any subsequent order involving the same violation shall be permanent.

#### (8) Permanent Enforcement Order.

(a) A permanent enforcement order shall be issued by the director and become final within 10 calendar days, unless written appeal is received asking for a hearing before the hearing examiner.

(b) The permanent enforcement order shall contain:

(i) The street address and, when available, a legal description of real property;

(ii) A statement that the director has found the person to be in violation of this title and a brief and concise description of the conditions found to be in violation;

(iii) A statement of the corrective action required to be taken. If the director has determined that corrective work is required, the order shall mandate that all required permits be secured and the work be physically commenced and completed within such time as the director determines is reasonable under the circumstances, but in no event shall such time exceed 90 days;

(iv) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section ~~of \$1,000~~ for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent;

(v) Statements advising:

ORDINANCE *Page 9 of 17*

g/mv/ord.Code Enforcement amend ~~12108~~122908

(A) If any required work is not commenced or completed within the time specified, the director shall proceed to abate the violation and cause the work to be done and charge the costs thereof as a lien against the property and any other property owned by the person in violation and as a personal obligation of any person in violation; and

(B) If any assessed civil penalty is not paid, the director will charge the amount of the penalty as a lien against the property and as a joint and separate personal obligation of any person in violation; and

(C) The violator of the violator's right to appeal and the appeal process.

(c) Any order issued by the director pursuant to this title shall be final unless a timely appeal is filed.

(d) Service. Service of the permanent enforcement order shall be made upon all persons identified in the order either personally or by mailing a copy of such order by certified mail, postage prepaid, return receipt requested to the last known address. If the address of any such person cannot reasonably be ascertained, a copy of the order shall be mailed to such person at the address of the location of the violation. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this title. Service by certified mail in the manner provided in this section shall be effective on the date of postmark. The order may be, but is not required to be posted on the subject property.

(e) Supplemental Order. The director may at any time add to, rescind in part, or otherwise modify a permanent enforcement order.

(9) Appeal.

(a) A written appeal may be filed within 10 calendar days following issuance of a temporary [enforcement order, stop work order, emergency order,](#) or permanent [enforcement order.](#)

(b) An appeal of a stop work order or emergency order shall not stay the requirement that the specified work or activity immediately cease and/or be remedied.

(c) The director shall prepare and transmit to the hearing examiner any appeal of a temporary or permanent enforcement order, ~~and in which~~ a hearing shall be scheduled within 60 days of the appeal date. Cost of the appeal shall be part of the decision. The hearing examiner's decision may be reviewed by an action for writ of review in the superior court of Snohomish County filed within 10 calendar days of the decision. If no appeal is filed in the required length of time, the hearing examiner's decision shall be final.

(10) Violation of Permanent Order. If, after any permanent order duly issued by the director or hearing examiner has become final, the person to whom such order is directed fails, neglects, or

refuses to obey such order, including refusal to pay a civil penalty assessed under such order, the director may:

- (a) Cause such person to be prosecuted under the provisions of this title;
- (b) Institute any appropriate action to collect a civil penalty assessed under this title;
- (c) Abate the violation using the procedures of this title; and/or
- (d) Pursue any other appropriate remedy at law or equity.

(11) Revocation or Suspension of Approvals or Permits. The director may permanently revoke or suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions), for any of the following reasons:

- (a) Failure of the holder to comply with the requirements of such title; or
- (b) Failure of the holder to comply with any order issued pursuant to this title; or
- (c) Discovery by the director that an approval or a permit was issued in error or on the basis of incorrect information supplied to the city.

Such approval of permit revocation or suspension shall be carried out through the notice and order provisions of this section. The revocation or suspension shall be final within five working days of the conclusion of a hearing unless the hearing examiner renders a written decision modifying or denying the revocation or suspension.

(12) Lien.

(a) City Has Lien. The city of Marysville shall have a lien for any civil penalty imposed or for the cost of any work or abatement done pursuant to this title, or both, against the real property on which the civil penalty was imposed or any of the work of abatement was performed and against any other real property owned by any person in violation. The civil penalty shall be a joint and several obligation of all people found to be in violation. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on a parity.

(b) Director's Authority to Claim Lien. The director shall cause a claim for lien to be filed for record with the auditor within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the work or abatement performed by the city of Marysville pursuant to this title.

(c) Notice of Lien. The notice and order of a director pursuant to this title shall give notice to the owner that a lien for the civil penalty or the cost of abatement, or both, may be claimed by the city. Service of the notice and order shall be made upon all persons identified in the notice and order either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested.

(d) Contents of Lien. The claim of lien shall contain the following:

(i) The authority for imposing a civil penalty or proceeding to abate the violation, or both;

(ii) A brief description of the civil penalty imposed or the abatement work done, or both, including the violations charged and the duration thereof, the time the work was commenced and completed and the name of the persons or organizations performing the work;

(iii) A legal description of the property to be charged with the lien;

(iv) The name of the known or reputed owner; and

(v) The amount, including lawful and reasonable costs, for which the lien is claimed.

(e) Verification of Lien. The lien shall be verified by the director to the effect that the director believes that the claim is just.

(f) Filing of Lien. The lien shall be recorded with the Snohomish County auditor.

(g) Duration of Lien. No lien created under this title shall bind the property for a period longer than three years after the claim has been filed unless an action is commenced in the proper court within that time to enforce the lien.

(h) Foreclosure of Lien. The lien may be foreclosed by a civil action in Snohomish County superior court.

(i) Removal of Lien. All liens shall be removed by the city of Marysville when all conditions placed upon the violator(s) by a notice and order or by the hearing examiner have been satisfied. (Ord. 2045 § 1, 1995).

#### **4.02.050 Code enforcement procedures manual.**

ORDINANCE *Page 12 of 17*

| g/mv/ord.Code Enforcement amend ~~12108~~122908

The code enforcement officer shall have the authority to adopt and adhere to a code enforcement procedures manual which shall be available for public inspection and copying during regular business hours. (Ord. 2045 § 1, 1995).

**Section 2.** Chapter 6.24 MMC is hereby amended by amending MMC 6.24.050 to read as follows:

### **6.24.050 Types of nuisances.**

It shall be a “public nuisance” within the city of Marysville and a violation of the Marysville Municipal Code, if any responsible person or persons shall maintain or allow to be maintained on real property which he or she may have charge, control or occupy, except as may be permitted by any other city ordinance, whether visible or not from any public street, alley or residence, any of the following conditions:

(1) Every person who makes or keeps any explosive or combustible substance in the city, or carries it through the streets thereof, in quantity or manner prohibited by Chapter 70.74 RCW, and every person who, by careless, negligent or unauthorized use or management of any such explosive or combustible substance, injures or causes injury to the person or property of another; ~~commits a public nuisance.~~

(2) No person shall permit or allow outside of any dwelling, building or other structure or within any unoccupied or abandoned building, dwelling or other structure under his control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other automatic locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from said refrigerator, icebox or container. ~~Every violation of this section is a public nuisance.~~

(3) No person shall abandon or discontinue use of or permit or maintain on his premises any abandoned or unused well, cistern or storage tank, without first demolishing or removing from the city such storage tank, or securely closing and barring any entrance or trap door thereto, or filling any well or cistern, or capping the same with sufficient security to prevent access thereto by children. ~~Any such violation is a public nuisance.~~

(4) No person shall, without lawful authority from the appropriate public entity, attach any advertising signs, posters, or any other similar object, to any public structure, sign or traffic-control device. ~~Such violation constitutes a public nuisance.~~

(5) No person shall attach to utility poles any of the following: advertising signs, posters, vending machines, or any similar object which presents a hazard to, or endangers the lives of, electrical workers. Any attachment to utility poles shall only be made with the permission of the utility company involved, and shall be placed not less than 12 feet above the surface of the ground. ~~Such violations constitute a public nuisance.~~

ORDINANCE *Page 13 of 17*

g/mv/ord.Code Enforcement amend ~~112108~~122908

(6) Accumulations of the following materials in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets: Any and all junk, trash, litter, garbage, boxes, bottles, cans; any and all unused animal pens or cages, including any type of insect enclosures; and any and all discarded lumber, salvaged materials, or other similar materials ~~in any front yard, side yard, rear yard or vacant lot~~, except for such materials being used for an immediate construction project on said premises.

(7) Any attractive nuisances dangerous to children including, but not limited to, abandoned, broken or neglected buildings, equipment, machinery, refrigerators and freezers, excavations, shafts, or insufficiently supported walls or fences in any front yard, side yard, rear yard or vacant lot.

(8) Broken or discarded furniture, furnishings, appliances, household equipment and other similar items, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(9) Dead, decayed, diseased or hazardous trees or vegetation/grass clippings (except that used as compost for fertilizer), including that which by casual contact with the skin is dangerous to public health, safety and welfare, located in any front yard, side yard, rear yard or vacant lot.

(10) Graffiti on the exterior of any building, fence, or other structure in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(11) Nonoperational or ~~abandoned~~ unused vehicles or parts thereof, or other articles of personal property which are discarded or left in a state of partial construction or repair in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets. The responsible person may have on his or her premises, at any one time, only one nonoperational or ~~abandoned~~ unused vehicle outside an enclosed building for a period not to exceed 14 days. “Nonoperational or unused vehicle” means a vehicle substantially meeting one of the following requirements:

(a) Is immobile because it either: (i) lacks an engine or other parts or equipment necessary to operate it safely or legally on the street; (ii) has one or more flat tires; or (iii) is mounted on skids or jacks;

(b) Displays registration tabs which have expired for more than 12 months;

(c) Has overgrown vegetation or garbage or debris collecting underneath; or

(d) Is used primarily to store items such as auto parts, yard tools, garbage, debris, clothing, miscellaneous household items, etc.

(12) Vegetation exceeding 12 inches in height (exclusive of plants and flowers within a flower bed, shrubbery and trees) located in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(13) Utility trailers, unmounted camper or recreation vehicles shall not be located in the front yard. They may be located in the driveway, parallel to the driveway, or behind the front building line of the property on either side of the building on a maintained surface.

(14) Accessory structures, including detached garages, sheds, decks, patios and similar structures, which are not maintained structurally sound and in good repair.

(15) Any unfinished structure, for which there has been a cessation of construction activity for more than two years and which is determined by the city to be in violation of the building code and subject to abatement by demolition or completion of the construction to meet the requirements of the building code.

(16) Any catastrophic or fire damaged premises, which have not been secured from entry within forty-eight (48) hours and from which all debris has not been removed and properly discarded within ten (10) days of the fire department's release of the property.

(17) Fences, walls, hedges and retaining walls that are not maintained in a structurally sound and sanitary condition so as to endanger the public health, safety or welfare.

(18) Exterior properties that are not graded and maintained to prevent the erosion of soil and to prevent the accumulation of water on the premises. Storm water, including discharge from gutters, downspouts, swimming pools, hot tubs, spas, sump pumps or similar features shall not discharge water off the source premise unless expressly approved by the City of Marysville.

(19) Open storage on premises except:

\_(a) As expressly permitted in Title 19 MMC;

\_(b) Open storage does not include items customarily used in association with the permitted principal use of the property and suitable for outdoor use such as lawn furniture, play equipment, gardening equipment, and similar items; and

\_(c) Open storage does not include construction materials or seasonal materials used for gardening that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site within six (6) months.

\_(d) Open storage does not include materials screened from public view from the adjacent frontage street or streets.

ORDINANCE *Page 15 of 17*

g/mv/ord.Code Enforcement amend ~~112108~~122908

(20) Premises containing rodent, insect and vermin harborage and/or infestation as determined by the county health officer. Infestations shall be promptly exterminated by methods that ensure the public's health, safety and welfare. Owners shall take preventive measures to protect buildings and premises from future infestations.

(21) Sidewalks, walkways, stairs, driveways, parking spaces and similar areas on private property containing hazardous conditions or violations of approved site or plot plans and barrier free accessible parking requirements.

(22) Swimming pools and swimming pool barriers that are not maintained in a clean, sanitary condition, and in good repair.

(23) Any hazard tree that has not been removed from property or that is maintained in such a way that it threatens persons or property.

(24) Vacant structures and premises thereof or vacant land, which are not maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect the public health.

(25) Motor vehicles that are not parked on improved all weather surfaces and motor vehicles, other than those in subsection (b) of this section, that are parked in the setbacks except in front yard or side street setbacks when in a driveway that provides access to an approved parking location and in conformance with Title 19 MMC. Parked motor vehicles shall not block access to required parking.

(26) Recreational vehicles, boats, and trailers that are not parked, kept or stored on an improved all weather surface or that are parked, kept or stored in required front yard setbacks, except for a driveway. Recreational vehicle, boat, or trailer parking in the side or rear yard setbacks is allowed so long as emergency responders may access all sides of a structure. Access to parking shall be via an approved driveway approach and an improved all weather surface.

(27) Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, that are parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with a permitted or allowed project.

(28) Heavy commercial equipment that is not be parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with an ongoing permitted or allowed project.



(29) Temporary or portable structures, such as portable storage tents, temporary canopies, or other similar structures, which are not removed within seventy-two hours, ~~unless screened from public view from the adjacent frontage street or streets when located within the front yard.~~

**Section 3. 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.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20089.

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  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING THE CITY'S CODE ENFORCEMENT AND NUISANCE REGULATIONS AND AMENDING CHAPTERS 4.02 AND 6.24 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the City Council finds that it is in the public interest to update the City's code enforcement and nuisance regulations;

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

**Section 1.** Chapter 4.02 MMC is hereby amended to read as follows:

**Chapter 4.02  
ENFORCEMENT PROCEDURES**

Sections:

[4.02.010](#) Purposes.

[4.02.020](#) Definitions.

[4.02.030](#) Citizen complaints.

[4.02.040](#) Penalties and enforcement.

[4.02.050](#) Code enforcement procedures manual.

**4.02.010 Purposes.**

The purposes of this title are:

(1) To establish an efficient system to enforce the city of Marysville Municipal Code (MMC), providing for both civil and criminal remedies for violations;

(2) To provide opportunity for a prompt hearing and decision on alleged violations of the MMC;

- (3) To establish monetary penalties for violations of the MMC; and
- (4) To abate/bring into compliance violations of the MMC. (Ord. 2045 § 1, 1995).

#### **4.02.020 Definitions.**

For the purposes of this chapter, the following definitions shall apply unless the context or meaning clearly indicates otherwise:

- (1) “City” means the city of Marysville, Washington.
- (2) “Director” means the directors of any department of the city, or such other head of a department that is authorized to utilize the provisions of this title to enforce violations of the MMC and shall include any duly authorized representative of such director. If more than one department is authorized to act under this title, the term “director” shall also be understood to mean all applicable “directors.”
- (3) “Hearing examiner” means the city of Marysville hearing examiner, codified by Chapter [2.70](#) MMC, or the examiner’s duly authorized representative.
- (4) “MMC” means the Marysville Municipal Code.
- (5) “Permit” means any form of certificate, approval, registration, license or other written permission given to any person to engage in any activity as required by law, ordinance or regulation. The term “permit” shall not include preliminary or final plat approval or any rezone.
- (6) “Person” as used in this title includes any natural person, organization, corporation or partnership and its agents, representatives or assigns.
- (7)

“Public nuisance” means the following:

- a. a nuisance or public nuisance as defined in state statute or city ordinance, including but not limited to Ch. 7.48 RCW, Ch. 6.24 MMC, Ch. 6.25 MMC, and Ch. 7.04 MMC;
- b. a nuisance at common law, either public or private;
- c. a violation of the city’s land use, zoning, and environmental regulations (Titles 15, 18, 19, and 20 MMC) , construction code regulations (Title 16 MMC), water, sewer, and stormwater regulations (Title 14 MMC), business license regulations (Title 5 MMC), noise regulations (Ch. 6.76 MMC), health and sanitation regulations (Title 7 MMC), fire regulations (Title 9 MMC), animal control regulations (Title 10 MMC), abandoned, unauthorized and junk vehicle regulations (Ch. 11.36 MMC), and any other violation of the Marysville Municipal Code that poses a threat to the public health, safety or welfare.

#### **4.02.030 Citizen complaints.**

(1) Written Complaint/Notice to Owner. On forms provided by city departments, any aggrieved person may file a written complaint with the director alleging that a violation of the MMC has occurred or may occur. The citizen complaint process shall not apply to actions for which there are administrative and/or judicial appeals provided for in this title or other titles, chapters or sections of the MMC. Each complaint shall state fully the causes and bases for the complaint and shall be filed with the appropriate department. A copy of the complaint shall be promptly mailed to the property owner of the subject property via first class and certified (return receipt requested) mail.

(2) Hearing Before the Hearing Examiner. Within 60 days of completing and filing the complaint, the complainant may request, in writing, a hearing before the hearing examiner. As soon as the complaint is filed, the director shall cease all administrative action and schedule a hearing. The date of hearing shall be not more than 90 days from the receipt of the complaint. The person filing the complaint shall have the burden of demonstrating that a violation has occurred or may occur.

(3) Hearing Examiner's Decision. Within 10 city working days of the conclusion of the public hearing, the hearing examiner shall file a written decision with the department. The hearing examiner's decision shall be final with a right of appeal only to Snohomish County superior court as provided in subsection (4) of this section. The hearing examiner has the authority to award costs and expenses to the prevailing party and the city.

(4) Appeal to Snohomish County Superior Court. Within 10 city working days of the hearing examiner's written decision, a party may appeal the hearing examiner's decision to the Snohomish County superior court by filing a writ of review. In the event there is no appeal to superior court and the hearing examiner's decision becomes final, it shall be enforced pursuant to MMC [4.02.040](#)(10). (Ord. 2045 § 1, 1995).

#### **4.02.040 Penalties and enforcement.**

(1) Director Authorized to Enforce Codes. The director is charged with enforcement of the provisions of this title and the MMC.

(2) Violations. It shall be unlawful for any person to construct, enlarge, alter, repair, move, demolish, use, occupy or maintain any use or cause the same to be done in violation of any of the provisions of this title or other titles, chapters or sections of the MMC. Any such violation as determined by the director is declared to be a public nuisance and shall be corrected by any reasonable and lawful means as provided in this section. In the event the penalties provided in this title conflict with any penalty provided in any other section, chapter or title of the Marysville Municipal Code, the penalty provisions of this title shall control.

(3) Director's Remedies. Upon finding a violation, the director may:

(a) Institute appropriate action or proceeding to require compliance with this title or to enjoin, correct or abate any acts or practices which constitute or will constitute a violation;

(b) Issue a temporary enforcement order, stop work order, emergency order, or permanent enforcement order, pursuant to subsections (7) and (8) of this section;

(c) Abate the violation if corrective work is not commenced or completed within the time specified in a permanent enforcement order;

(d) Suspend or revoke any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions);

(e) Assess civil penalties after notice and order set forth in subsection (8)(b)(iv) of this section or recovered by legal action filing in Snohomish County superior court; and/or

(f) File a lien against the property for costs of abatement and/or civil fines.

(g) Issue civil infractions:

(i). Any violation of this code to which this chapter applies is deemed and declared to be a civil infraction. Each day of violation shall constitute a separate civil infraction.

(ii). Any person found to have committed a civil infraction shall be assessed a fine as set forth in the following schedule:		FIRST VIOLATION		REPEAT VIOLATION	
		Non-Commercial	Commercial	Non-Commercial	Commercial
<b>Code Provisions:</b>					
<b>Title:</b>	<b>Chapter:</b>				
4 Enforcement Code	4.02 Enforcement, Stop Work & Emergency Orders	\$300	\$500	\$600	\$1,000
5 Business Regulations & Licenses	5.02 Business licenses	\$150	\$250	\$300	\$500

6 Penal Code	6.24 Public nuisances	\$150	\$250	\$300	\$500
	6.76 Noise regulations	\$150	\$250	\$300	\$500
7 Health & Sanitation	7.04 Unsanitary Conditions - nuisance	\$150	\$250	\$300	\$500
	7.08 Garbage Collection	\$150	\$250	\$300	\$500
9 Fire Code	9.04 Fire Code	\$150	\$250	\$300	\$500
12 Streets & Sidewalks	12.24 Sidewalks dangerous conditions	\$150	\$250	\$300	\$500
	12.36 Vegetation	\$150	\$250	\$300	\$500
	12.40 Clean conditions of Public Right of Way	\$150	\$250	\$300	\$500
14 Water & Sewer	14.01 General Provisions	\$150	\$250	\$300	\$500
	14.15 On-site Storm Water Drainage Code	\$150	\$250	\$300	\$500
	14.16 Public storm drainage code	\$150	\$250	\$300	\$500
	14.17 Private storm drainage code	\$150	\$250	\$300	\$500
16 Building	16.04 Building Code	\$150	\$250	\$300	\$500
		<b>FIRST VIOLATION</b>		<b>REPEAT VIOLATION</b>	
<b>Code Provisions:</b>		<b>Non-Commercial</b>	<b>Commercial</b>	<b>Non-Commercial</b>	<b>Commercial</b>
<b>Title:</b>	<b>Chapter:</b>				
19 Zoning	19.08 Permitted uses	\$150	\$250	\$300	\$500
	19.12 Development Standards Density and Dimensions	\$150	\$250	\$300	\$500
	19.14 Development Standards - Design requirements	\$150	\$250	\$300	\$500
	19.16 Development Standards - Landscaping	\$150	\$250	\$300	\$500
	19.20 Sign Code	\$150	\$250	\$300	\$500
	19.24				

ORDINANCE Page 5 of 17  
g/mv/ord.Code Enforcement amend 122908

	Critical Areas Management	\$250	\$350	\$500	\$700
	19.28 Clearing, Grading, Filling & Erosion Control	\$250	\$350	\$500	\$700
	19.32 Home Occupations	\$150	\$250	\$300	\$500
	19.40 Development Standards - Recreational vehicle parks	\$150	\$250	\$300	\$500

(iii). Civil infractions will be administered and processed through Marysville Municipal Court as set forth in the Marysville Municipal Code, state law, the Washington State Court Rules Infraction Rules for Courts of Limited Jurisdiction IRLJ and local court rules for Marysville Municipal Court.

(h) Mitigate civil fines.

1. The Director may reduce or waive civil fines assessed under this Chapter, if the violation is corrected within the specified deadline and the correction is verified by the City. A reduction shall be in writing and state the date on which the violation was corrected.

2. For reduction or waiver of fines, the person(s) named shall have the burden of proof that the violation has been corrected.

3. Any reduction or waiver shall be based on an evaluation of individual circumstances, including but not limited to the severity of the violation, repetition of violations, protection of the public interest, and responsiveness of the person(s) responsible to correct, cure, abate, and/or stop the violation.

(4) Violators Punishable by Criminal Fine and Imprisonment. As an alternative to any other remedy provided in this title or by law or other ordinance, any person willfully or knowingly violating any provision of this title or other titles, chapters or sections of the MMC, or amendments thereto, or any person aiding or abetting such violation is guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000 and/or imprisonment for a term not to exceed 90 days. Each day such violation continues may be considered a separate offense.

(5) Inspections.

(a) Whenever the director has reasonable cause to believe that a violation has been or is being committed, the director or the director's duly authorized inspector may enter any building, structure or property at any reasonable time to inspect the use and perform any duty conferred on the director by this title.

(b) If the building, structure or property is occupied, the director shall first present identification credentials, state the reason for the inspection and demand entry. If consent to enter is not given and if:

ORDINANCE *Page 6 of 17*

g/mv/ord.Code Enforcement amend 122908

(i) The director has reason to believe that the conditions create an imminent and irreparable hazard, then the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a civil search warrant.

(c) If the building, structure or property is not occupied, the director shall make a reasonable effort to locate the owner or other person(s) having control and request permission to enter. If the director is unable to locate the owner or person(s) having control, and if:

(i) The director has reason to believe that conditions therein create an immediate and irreparable hazard, the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a search warrant.

(6) Violators Punishable by Civil Penalties After Administrative Notice and Order.

(a) Director to Determine Violation and May Provide Enforcement Order. Within 30 days of notice of a potential violation, the director is authorized to and shall determine whether a violation has occurred and, if the director determines that a violation has occurred, shall issue a temporary or permanent enforcement order. The director shall notify the complainant, the owner or operator of the source of the violation, and the person in possession of the property or the person causing the violation of the director's determination in writing within three city working days of the determination. Service of the notice by first class and certified (return receipt requested) mail to the last known address of the complainant and violators shall be deemed effective notice (see subsection (3)(d) of this section).

(b) Director May Commence Administrative Notice. Additionally, whenever the director has reason to believe that a use or condition exists in violation of this title and that violation will be most promptly and equitably terminated by an administrative proceeding, the director may commence an administrative notice and order proceeding to cause assessment of a civil penalty, abatement or suspension of all activities, work or revocation of any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(7) Temporary Enforcement Order, Stop Work Order, and Emergency Order.



(a) The director may cause a temporary enforcement order, stop work order, or emergency order (“Order”) to be posted on the subject property or served on the property owner and/or persons engaged in any work or activity on the property, as provided in this section.

(i) A temporary order may be issued pursuant to and in accordance with subsection (6)(a) of this section.

(ii) A stop work order may be issued to immediately cease specified work or activity, when the director finds that such work or activity is being conducted in violation of the MMC or in a dangerous or unsafe manner.

(iii) An emergency order may be issued to immediately cease and remedy specified work or activity, when the director finds that such work or activity is being conducted in a hazardous or unsafe manner that threatens the health or safety of the occupants of any premises or members of the public.

(iv) Violation of a stop work order or emergency order shall constitute a misdemeanor, punishable as provided in subsection (4) of this section.

(b) The order shall require immediate cessation of such work or activities and may temporarily suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(c) The order may be issued without written or oral notice and shall expire by its own terms in 10 days unless the director extends or issues and transmits a permanent enforcement order pursuant to subsection (8) of this section.

(d) The order shall contain:

(i) The street address, when available, and a legal description of the real property;

(ii) A statement that the director has found the person to be in violation of this Title and a brief and concise description of the condition found to be in violation;

(iii) A statement of the corrective action to be taken;

(iv) A statement that the order shall expire by its own terms in 10 days unless extended in writing or a permanent order is issued;

ORDINANCE *Page 8 of 17*

g/mv/ord.Code Enforcement amend 122908

(v) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent.

(e) **Withdrawal or Issuance of Additional Temporary Order.** The director may withdraw a temporary order if compliance is achieved within 10 calendar days of posting or service thereof. If, after withdrawal, the violation is continued or repeated, the director may cause a second temporary order to be posted on the subject property or served on persons engaged in any work or activity in violation of this title. Any subsequent order involving the same violation shall be permanent.

**(8) Permanent Enforcement Order.**

(a) A permanent enforcement order shall be issued by the director and become final within 10 calendar days, unless written appeal is received asking for a hearing before the hearing examiner.

(b) The permanent enforcement order shall contain:

(i) The street address and, when available, a legal description of real property;

(ii) A statement that the director has found the person to be in violation of this title and a brief and concise description of the conditions found to be in violation;

(iii) A statement of the corrective action required to be taken. If the director has determined that corrective work is required, the order shall mandate that all required permits be secured and the work be physically commenced and completed within such time as the director determines is reasonable under the circumstances, but in no event shall such time exceed 90 days;

(iv) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent;

(v) Statements advising:

(A) If any required work is not commenced or completed within the time specified, the director shall proceed to abate the violation and cause the work to be done and charge the costs thereof as a lien against the property and any other property owned by the person in violation and as a personal obligation of any person in violation; and

(B) If any assessed civil penalty is not paid, the director will charge the amount of the penalty as a lien against the property and as a joint and separate personal obligation of any person in violation; and

(C) The violator of the violator's right to appeal and the appeal process.

(c) Any order issued by the director pursuant to this title shall be final unless a timely appeal is filed.

(d) Service. Service of the permanent enforcement order shall be made upon all persons identified in the order either personally or by mailing a copy of such order by certified mail, postage prepaid, return receipt requested to the last known address. If the address of any such person cannot reasonably be ascertained, a copy of the order shall be mailed to such person at the address of the location of the violation. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this title. Service by certified mail in the manner provided in this section shall be effective on the date of postmark. The order may be, but is not required to be posted on the subject property.

(e) Supplemental Order. The director may at any time add to, rescind in part, or otherwise modify a permanent enforcement order.

(9) Appeal.

(a) A written appeal may be filed within 10 calendar days following issuance of a temporary enforcement order, stop work order, emergency order, or permanent enforcement order.

(b) An appeal of a stop work order or emergency order shall not stay the requirement that the specified work or activity immediately cease and/or be remedied.

(c) The director shall prepare and transmit to the hearing examiner any appeal of a temporary or permanent enforcement order, and a hearing shall be scheduled within 60 days of the appeal date. Cost of the appeal shall be part of the decision. The hearing examiner's decision may be reviewed by an action for writ of review in the superior court of Snohomish County filed within 10 calendar days of the decision. If no appeal is filed in the required length of time, the hearing examiner's decision shall be final.

(10) Violation of Permanent Order. If, after any permanent order duly issued by the director or hearing examiner has become final, the person to whom such order is directed fails, neglects, or refuses to obey such order, including refusal to pay a civil penalty assessed under such order, the director may:

(a) Cause such person to be prosecuted under the provisions of this title;

(b) Institute any appropriate action to collect a civil penalty assessed under this title;

(c) Abate the violation using the procedures of this title; and/or

(d) Pursue any other appropriate remedy at law or equity.

(11) Revocation or Suspension of Approvals or Permits. The director may permanently revoke or suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions), for any of the following reasons:

- (a) Failure of the holder to comply with the requirements of such title; or
- (b) Failure of the holder to comply with any order issued pursuant to this title; or
- (c) Discovery by the director that an approval or a permit was issued in error or on the basis of incorrect information supplied to the city.

Such approval of permit revocation or suspension shall be carried out through the notice and order provisions of this section. The revocation or suspension shall be final within five working days of the conclusion of a hearing unless the hearing examiner renders a written decision modifying or denying the revocation or suspension.

(12) Lien.

(a) City Has Lien. The city of Marysville shall have a lien for any civil penalty imposed or for the cost of any work or abatement done pursuant to this title, or both, against the real property on which the civil penalty was imposed or any of the work of abatement was performed and against any other real property owned by any person in violation. The civil penalty shall be a joint and several obligation of all people found to be in violation. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on a parity.

(b) Director's Authority to Claim Lien. The director shall cause a claim for lien to be filed for record with the auditor within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the work or abatement performed by the city of Marysville pursuant to this title.

(c) Notice of Lien. The notice and order of a director pursuant to this title shall give notice to the owner that a lien for the civil penalty or the cost of abatement, or both, may be claimed by the city. Service of the notice and order shall be made upon all persons identified in the notice and order either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested.

(d) Contents of Lien. The claim of lien shall contain the following:

ORDINANCE *Page 11 of 17*  
g/mv/ord.Code Enforcement amend 122908

(i) The authority for imposing a civil penalty or proceeding to abate the violation, or both;

(ii) A brief description of the civil penalty imposed or the abatement work done, or both, including the violations charged and the duration thereof, the time the work was commenced and completed and the name of the persons or organizations performing the work;

(iii) A legal description of the property to be charged with the lien;

(iv) The name of the known or reputed owner; and

(v) The amount, including lawful and reasonable costs, for which the lien is claimed.

(e) Verification of Lien. The lien shall be verified by the director to the effect that the director believes that the claim is just.

(f) Filing of Lien. The lien shall be recorded with the Snohomish County auditor.

(g) Duration of Lien. No lien created under this title shall bind the property for a period longer than three years after the claim has been filed unless an action is commenced in the proper court within that time to enforce the lien.

(h) Foreclosure of Lien. The lien may be foreclosed by a civil action in Snohomish County superior court.

(i) Removal of Lien. All liens shall be removed by the city of Marysville when all conditions placed upon the violator(s) by a notice and order or by the hearing examiner have been satisfied. (Ord. 2045 § 1, 1995).

#### **4.02.050 Code enforcement procedures manual.**

The code enforcement officer shall have the authority to adopt and adhere to a code enforcement procedures manual which shall be available for public inspection and copying during regular business hours. (Ord. 2045 § 1, 1995).

**Section 2.** Chapter 6.24 MMC is hereby amended by amending MMC 6.24.050 to read as follows:

#### **6.24.050 Types of nuisances.**

It shall be a “public nuisance” within the city of Marysville and a violation of the Marysville Municipal Code, if any responsible person or persons shall maintain or allow to be maintained on real property which he or she may have charge, control or occupy, except as may be permitted by

any other city ordinance, whether visible or not from any public street, alley or residence, any of the following conditions:

(1) Every person who makes or keeps any explosive or combustible substance in the city, or carries it through the streets thereof, in quantity or manner prohibited by Chapter 70.74 RCW, and every person who, by careless, negligent or unauthorized use or management of any such explosive or combustible substance, injures or causes injury to the person or property of another.

(2) No person shall permit or allow outside of any dwelling, building or other structure or within any unoccupied or abandoned building, dwelling or other structure under his control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other automatic locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from said refrigerator, icebox or container. (3) No person shall abandon or discontinue use of or permit or maintain on his premises any abandoned or unused well, cistern or storage tank, without first demolishing or removing from the city such storage tank, or securely closing and barring any entrance or trap door thereto, or filling any well or cistern, or capping the same with sufficient security to prevent access thereto by children.

(4) No person shall, without lawful authority from the appropriate public entity, attach any advertising signs, posters, or any other similar object, to any public structure, sign or traffic-control device..

(5) No person shall attach to utility poles any of the following: advertising signs, posters, vending machines, or any similar object which presents a hazard to, or endangers the lives of, electrical workers. Any attachment to utility poles shall only be made with the permission of the utility company involved, and shall be placed not less than 12 feet above the surface of the ground. (6) Accumulations of the following materials in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets: any and all junk, trash, litter, garbage, boxes, bottles, cans ; any and all unused animal pens or cages, including any type of insect enclosures; and any and all discarded lumber, salvaged materials, or other similar materials, except for such materials being used for an immediate construction project on said premises.

(7) Any attractive nuisances dangerous to children including, but not limited to, abandoned, broken or neglected buildings, equipment, machinery, refrigerators and freezers, excavations, shafts, or insufficiently supported walls or fences in any front yard, side yard, rear yard or vacant lot.

(8) Broken or discarded furniture, furnishings, appliances, household equipment and other similar items, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(9) Dead, decayed, diseased or hazardous trees or vegetation/grass clippings (except that used as compost for fertilizer), including that which by casual contact with the skin is dangerous to public health, safety and welfare, located in any front yard, side yard, rear yard or vacant lot.

(10) Graffiti on the exterior of any building, fence, or other structure in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(11) Nonoperational or unused vehicles or parts thereof, or other articles of personal property which are discarded or left in a state of partial construction or repair in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets. The responsible person may have on his or her premises, at any one time, only one nonoperational or unused vehicle outside an enclosed building for a period not to exceed 14 days. "Nonoperational or unused vehicle" means a vehicle substantially meeting one of the following requirements:

(a) Is immobile because it either: (i) lacks an engine or other parts or equipment necessary to operate it safely or legally on the street; (ii) has one or more flat tires; or (iii) is mounted on skids or jacks; (b) Displays registration tabs which have expired for more than 12 months;

(c) Has overgrown vegetation or garbage or debris collecting underneath; or

(d) Is used primarily to store items such as auto parts, yard tools, garbage, debris, clothing, miscellaneous household items, etc.

(12) Vegetation exceeding 12 inches in height (exclusive of plants and flowers within a flower bed, shrubbery and trees) located in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(13) Utility trailers, unmounted camper or recreation vehicles shall not be located in the front yard. They may be located in the driveway, parallel to the driveway, or behind the front building line of the property on either side of the building on a maintained surface.

(14) Accessory structures, including detached garages, sheds, decks, patios and similar structures, which are not maintained structurally sound and in good repair.

(15) Any unfinished structure, for which there has been a cessation of construction activity for more than two years and which is determined by the city to be in violation of the building code and subject to abatement by demolition or completion of the construction to meet the requirements of the building code.

(16) Any catastrophic or fire damaged premises, which have not been secured from entry within forty-eight (48) hours and from which all debris has not been removed and properly discarded within ten (10) days of the fire department's release of the property.

(17) Fences, walls, hedges and retaining walls that are not maintained in a structurally sound and sanitary condition so as to endanger the public health, safety or welfare.

(18) Exterior properties that are not graded and maintained to prevent the erosion of soil and to prevent the accumulation of water on the premises. Storm water, including discharge from gutters, downspouts, swimming pools, hot tubs, spas, sump pumps or similar features shall not discharge water off the source premise unless expressly approved by the City of Marysville.

(19) Open storage on premises except:

(a) As expressly permitted in Title 19 MMC;

(b) Open storage does not include items customarily used in association with the permitted principal use of the property and suitable for outdoor use such as lawn furniture, play equipment, gardening equipment, and similar items; and

(c) Open storage does not include construction materials or seasonal materials used for gardening that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site within six (6) months.

(d) Open storage does not include materials screened from public view from the adjacent frontage street or streets.

(20) Premises containing rodent, insect and vermin harborage and/or infestation as determined by the county health officer. Infestations shall be promptly exterminated by methods that ensure the public's health, safety and welfare. Owners shall take preventive measures to protect buildings and premises from future infestations.

(21) Sidewalks, walkways, stairs, driveways, parking spaces and similar areas on private property containing hazardous conditions or violations of approved site or plot plans and barrier free accessible parking requirements.

(22) Swimming pools and swimming pool barriers that are not maintained in a clean, sanitary condition, and in good repair.

(23) Any hazard tree that has not been removed from property or that is maintained in such a way that it threatens persons or property.

(24) Vacant structures and premises thereof or vacant land, which are not maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect the public health.



(25) Motor vehicles that are not parked on improved all weather surfaces and motor vehicles, other than those in subsection (b) of this section, that are parked in the setbacks except in front yard or side street setbacks when in a driveway that provides access to an approved parking location and in conformance with Title 19 MMC. Parked motor vehicles shall not block access to required parking.

(26) Recreational vehicles, boats, and trailers that are not parked, kept or stored on an improved all weather surface or that are parked, kept or stored in required front yard setbacks, except for a driveway. Recreational vehicle, boat, or trailer parking in the side or rear yard setbacks is allowed so long as emergency responders may access all sides of a structure. Access to parking shall be via an approved driveway approach and an improved all weather surface.

(27) Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, that are parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with a permitted or allowed project.

(28) Heavy commercial equipment that is not be parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with an ongoing permitted or allowed project.

(29) Temporary or portable structures, such as portable storage tents, temporary canopies, or other similar structures, which are not removed within seventy-two hours, when located within the front yard.

**Section 3. 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.

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  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**DRAFT**

~~11/21/~~  
20081/1  
~~1/00~~

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING THE CITY'S CODE ENFORCEMENT AND NUISANCE REGULATIONS AND AMENDING CHAPTERS 4.02 AND 6.24 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the City Council finds that it is in the public interest to update the City's code enforcement and nuisance regulations;

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

**Section 1.** Chapter 4.02 MMC is hereby amended to read as follows:

**Chapter 4.02  
ENFORCEMENT PROCEDURES**

Sections:

[4.02.010](#) Purposes.

[4.02.020](#) Definitions.

[4.02.030](#) Citizen complaints.

[4.02.040](#) Penalties and enforcement.

[4.02.050](#) Code enforcement procedures manual.

**4.02.010 Purposes.**

The purposes of this title are:

(1) To establish an efficient system to enforce the city of Marysville Municipal Code (MMC), providing for both civil ~~remedies, civil citations~~ and criminal ~~citation~~ remedies for violations;

(2) To provide opportunity for a prompt hearing and decision on alleged violations of the MMC;

ORDINANCE *Page 1 of 18*

g/mv/ord.Code Enforcement amend ~~112108011409~~

- (3) To establish monetary penalties for violations of the MMC; and
- (4) To abate/bring into compliance violations of the MMC. (Ord. 2045 § 1, 1995).

#### 4.02.020 Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context or meaning clearly indicates otherwise:

- (1) “City” means the city of Marysville, Washington.
- (2) “Director” means the directors of any department of the city, or such other head of a department that ~~the city council has~~ authorized ~~by ordinance~~ to utilize the provisions of this title to enforce violations of the MMC and shall include any duly authorized representative of such director. If more than one department is authorized to act under this title, the term “director” shall also be understood to mean all applicable “directors.”
- (3) “Hearing examiner” means the city of Marysville hearing examiner, codified by Chapter 2.70 MMC, or the examiner’s duly authorized representative.
- (4) “Heavy commercial vehicles” means vehicles used for commercial purposes exceeding 6000 lbs.
- (5) “Motor vehicle” means a car or truck.
- ~~(6) “MMC” means the Marysville Municipal Code.~~
- ~~(7) “Permit” means any form of certificate, approval, registration, license or other written permission given to any person to engage in any activity as required by law, ordinance or regulation. The term “permit” shall not include preliminary or final plat approval or any rezone.~~
- ~~(8) “Person” as used in this title includes any natural person, organization, corporation or partnership and its agents, representatives or assigns.~~
- ~~(79) “Public nuisance” as used in this title is defined as a nuisance which affects equally the rights of an entire community or neighborhood, although the extent of the nuisance may be unequal. MMC 6.24.020(3) defines “nuisance.” (Ord. 2045 § 1, 1995).~~

“Public nuisance” means the following:

- a. a nuisance or public nuisance as defined in state statute or city ordinance, including but not limited to Ch. 7.48 RCW, Ch. 6.24 MMC, Ch. 6.25 MMC, and Ch. 7.04 MMC;
- b. a nuisance at common law, either public or private;
- c. a violation of the city’s land use, zoning, and environmental regulations (Titles 15, 18, 19, and 20 MMC) , construction code regulations (Title 16 MMC), water, sewer, and stormwater

ORDINANCE *Page 2 of 18*

g/mv/ord.Code Enforcement amend 12108011409

regulations (Title 14 MMC), business license regulations (Title 5 MMC), noise regulations (Ch. 6.76 MMC), health and sanitation regulations (Title 7 MMC), fire regulations (Title 9 MMC), animal control regulations (Title 10 MMC), abandoned, unauthorized and junk vehicle regulations (Ch. 11.36 MMC), and any other violation of the Marysville Municipal Code that poses a threat to the public health, safety or welfare.

(10) “Screened from public view” means sight-obscuring fencing and/or landscaping is installed around the area or objects.

#### **4.02.030 Citizen complaints.**

(1) Written Complaint/Notice to Owner. On forms provided by city departments, any aggrieved person may file a written complaint with the director alleging that a violation of ~~this title or other titles, chapters or sections of~~ the MMC has occurred or may occur. The citizen complaint process shall not apply to actions for which there are administrative and/or judicial appeals provided for in this title or other titles, chapters or sections of the MMC. Each complaint shall state fully the causes and bases for the complaint and shall be filed with the appropriate department. A copy of the complaint shall be promptly mailed to the property owner of the subject property via first class and certified (return receipt requested) mail.

(2) Hearing Before the Hearing Examiner. Within 60 days of completing and filing the complaint, the complainant may request, in writing, a hearing before the hearing examiner. As soon as the complaint is filed, the director shall cease all administrative action and schedule a hearing. The date of hearing shall be not more than 90 days from the receipt of the complaint. The person filing the complaint shall have the burden of demonstrating that a violation has occurred or may occur.

(3) Hearing Examiner’s Decision. Within 10 city working days of the conclusion of the public hearing, the hearing examiner shall file a written decision with the department. The hearing examiner’s decision shall be final with a right of appeal only to Snohomish County superior court as provided in subsection (4) of this section. The hearing examiner has the authority to award costs and expenses to the prevailing party and the city.

(4) Appeal to Snohomish County Superior Court. Within 10 city working days of the hearing examiner’s written decision, a party may appeal the hearing examiner’s decision to the Snohomish County superior court by filing a writ of review. In the event there is no appeal to superior court and the hearing examiner’s decision becomes final, it shall be enforced pursuant to MMC 4.02.040(10). (Ord. 2045 § 1, 1995).

#### **4.02.040 Penalties and enforcement.**

(1) Director Authorized to Enforce Codes. The director is charged with enforcement of the provisions of this title and the MMC.

ORDINANCE *Page 3 of 18*

g/mv/ord.Code Enforcement amend ~~12108011409~~

(2) Violations. It shall be unlawful for any person to construct, enlarge, alter, repair, move, demolish, use, occupy or maintain any use or cause the same to be done in violation of any of the provisions of this title or other titles, chapters or sections of the MMC. Any such violation as determined by the director is declared to be a public nuisance and shall be corrected by any reasonable and lawful means as provided in this section. In the event the penalties provided in this title conflict with any penalty provided in any other section, chapter or title of the Marysville Municipal Code, the penalty provisions of this title shall control.

(3) Director's Remedies. Upon finding a violation, the director may:

(a) Institute appropriate action or proceeding to require compliance with this title or to enjoin, correct or abate any acts or practices which constitute or will constitute a violation;

(b) Issue a temporary enforcement order, stop work order, emergency order, or permanent enforcement order, pursuant to subsections (7) and (8) of this section;

(c) Abate the violation if corrective work is not commenced or completed within the time specified in a permanent enforcement order;

(d) Suspend or revoke any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), [12.12](#), [12.20.010](#), [12.24](#), [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions);

(e) Assess civil penalties after notice and order set forth in subsection (8)(b)(iv) of this section or recovered by legal action filing in Snohomish County superior court; and/or

(f) File a lien against the property for costs of abatement and/or civil fines.

(g) Issue civil infractions:

1(i). Any violation of this code to which this chapter applies is deemed and declared to be a civil infraction unless such violation is expressly designated as another class of civil infraction. Each day of violation shall constitute a separate civil infraction.

2(ii). Any person found to have committed a civil infraction shall be assessed a monetary penalty as follows:

a. Basic fine of \$ \_\_\_\_\_ + cost penalties and assessments imposed by the court rules.

b. other: fine as set forth in the following schedule:

ORDINANCE Page 4 of 18

g/mv/ord.Code Enforcement amend ~~12108011409~~

		<u>FIRST VIOLATION</u>		<u>REPEAT VIOLATION</u>	
<u>Code Provisions:</u>		<u>Non-Commercial</u>	<u>Commercial</u>	<u>Non-Commercial</u>	<u>Commercial</u>
<u>Title:</u>	<u>Chapter:</u>				
4 Enforcement Code	4.02 Enforcement, Stop Work & Emergency Orders	\$300	\$500	\$600	\$1,000
5 Business Regulations & Licenses	5.02 Business licenses	\$150	\$250	\$300	\$500
6 Penal Code	6.24 Public nuisances	\$150	\$250	\$300	\$500
	6.76 Noise regulations	\$150	\$250	\$300	\$500
7 Health & Sanitation	7.04 Unsanitary Conditions - nuisance	\$150	\$250	\$300	\$500
	7.08 Garbage Collection	\$150	\$250	\$300	\$500
9 Fire Code	9.04 Fire Code	\$150	\$250	\$300	\$500
12 Streets & Sidewalks	12.24 Sidewalks dangerous conditions	\$150	\$250	\$300	\$500
	12.36 Vegetation	\$150	\$250	\$300	\$500
	12.40 Clean conditions of Public Right of Way	\$150	\$250	\$300	\$500
14 Water & Sewer	14.01 General Provisions	\$150	\$250	\$300	\$500
	14.15 On-site Storm Water Drainage Code	\$150	\$250	\$300	\$500
	14.16 Public storm drainage code	\$150	\$250	\$300	\$500
	14.17 Private storm drainage code	\$150	\$250	\$300	\$500
16 Building	16.04 Building Code	\$150	\$250	\$300	\$500
		<u>FIRST VIOLATION</u>		<u>REPEAT VIOLATION</u>	
<u>Code Provisions:</u>		<u>Non-Commercial</u>	<u>Commercial</u>	<u>Non-Commercial</u>	<u>Commercial</u>
<u>Title:</u>	<u>Chapter:</u>				
19 Zoning	19.08 Permitted uses	\$150	\$250	\$300	\$500
	19.12 Development Standards				

-	<u>Density and Dimensions</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.14</u>	-	-	-	-
-	<u>Development Standards -</u>	-	-	-	-
-	<u>Design requirements</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.16</u>	-	-	-	-
-	<u>Development Standards -</u>	-	-	-	-
-	<u>Landscaping</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.20</u>	-	-	-	-
-	<u>Sign Code</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.24</u>	-	-	-	-
-	<u>Critical Areas Management</u>	<u>\$250</u>	<u>\$350</u>	<u>\$500</u>	<u>\$700</u>
-	<u>19.28</u>	-	-	-	-
-	<u>Clearing, Grading, Filling &amp; Erosion</u>	-	-	-	-
-	<u>Control</u>	<u>\$250</u>	<u>\$350</u>	<u>\$500</u>	<u>\$700</u>
-	<u>19.32</u>	-	-	-	-
-	<u>Home Occupations</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>
-	<u>19.40</u>	-	-	-	-
-	<u>Development Standards -</u>	-	-	-	-
-	<u>Recreational vehicle parks</u>	<u>\$150</u>	<u>\$250</u>	<u>\$300</u>	<u>\$500</u>

(iii). Civil infractions will be administered and processed through Marysville Municipal Court as setforth in the Marysville Municipal Code, state law, the Washington State Court Rules Infraction Rules for Courts of Limited Jurisdiction IRLJ and local court rules for Marysville Muncpal Court.

(h) Mitigate civil fines.

1. The Director may reduce or waive civil fines assessed under this Chapter, if the violation is corrected within the specified deadline and the correction is verified by the City. A reduction shall be in writing and state the date on which the violation was corrected.

2. For reduction or waiver of fines, the person(s) named shall have the burden of proof that the violation has been corrected.

3. Any reduction or waiver shall be based on an evaluation of individual circumstances, including but not limited to the severity of the violation, repetition of violations, protection of the public interest, and responsiveness of the person(s) responsible to correct, cure, abate, and/or stop the violation.

(4) Violators Punishable by Criminal Fine and Imprisonment. As an alternative to any other remedy provided in this title or by law or other ordinance, any person willfully or knowingly violating any provision of this title or other titles, chapters or sections of the MMC, or amendments thereto, or any person aiding or abetting such violation is guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000 and/or imprisonment for a term not to exceed 90 days. Each day such violation continues may be considered a separate offense.



## (5) Inspections.

(a) Whenever the director has reasonable cause to believe that a violation has been or is being committed, the director or the director's duly authorized inspector may enter any building, structure or property at any reasonable time to inspect the use and perform any duty conferred on the director by this title.

(b) If the building, structure or property is occupied, the director shall first present identification credentials, state the reason for the inspection and demand entry. If consent to enter is not given and if:

(i) The director has reason to believe that the conditions create an imminent and irreparable hazard, then the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a civil search warrant.

(c) If the building, structure or property is not occupied, the director shall make a reasonable effort to locate the owner or other person(s) having control and request permission to enter. If the director is unable to locate the owner or person(s) having control, and if:

(i) The director has reason to believe that conditions therein create an immediate and irreparable hazard, the director shall enter; or

(ii) The director has reason to believe that the conditions do not create an imminent and irreparable hazard, the director shall enter after first obtaining a ~~civil~~ search warrant.

## (6) Violators Punishable by Civil Penalties After Administrative Notice and Order.

(a) Director to Determine Violation and May Provide Enforcement Order. Within 30 days of notice of a potential violation, the director is authorized to and shall determine whether a violation has occurred and, if the director determines that a violation has occurred, shall issue a temporary or permanent enforcement order. The director shall notify the complainant, the owner or operator of the source of the violation, and the person in possession of the property or the person causing the violation of the director's determination in writing within three city working days of the determination. Service of the notice by first class and certified (return receipt requested) mail to the last known address of the complainant and violators shall be deemed effective notice (see subsection (3)(d) of this section).

(b) Director May Commence Administrative Notice. Additionally, whenever the director has reason to believe that a use or condition exists in violation of this title and that violation will be most promptly and equitably terminated by an administrative proceeding, the director may commence an administrative notice and order proceeding to cause assessment of a civil penalty,

ORDINANCE *Page 7 of 18*

g/mv/ord.Code Enforcement amend ~~112108011409~~

abatement or suspension of all activities, work or revocation of any approvals or permits issued pursuant to this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(7) Temporary Enforcement Order, Stop Work Order, and Emergency Order.

(a) The director may cause a temporary enforcement order, stop work order, or emergency order (“Order”) to be posted on the subject property or served on the property owner and/or persons engaged in any work or activity on the property, as provided in this section ~~in violation of this title.~~

(i) A temporary order may be issued pursuant to and in accordance with subsection (6)(a) of this section.

(ii) A stop work order may be issued to immediately cease specified work or activity, when the director finds that such work or activity is being conducted in violation of the MMC or in a dangerous or unsafe manner.

(iii) An emergency order may be issued to immediately cease and remedy specified work or activity, when the director finds that such work or activity is being conducted in a hazardous or unsafe manner that threatens the health or safety of the occupants of any premises or members of the public.

(iv) Violation of a stop work order or emergency order shall constitute a misdemeanor, punishable as provided in subsection (4) of this section.

(b) The order shall require immediate cessation of such work or activities and may temporarily suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions).

(c) The order may be issued without written or oral notice and shall expire by its own terms in 10 days unless the director extends or issues and transmits a permanent enforcement order pursuant to subsection (8) of this section.

(d) The ~~notice and~~ order shall contain:

(i) The street address, when available, and a legal description of the real property;

(ii) A statement that the director has found the person to be in violation of this Title and a brief and concise description of the condition found to be in violation;

(iii) A statement of the corrective action to be taken;

(iv) A statement that the order shall expire by its own terms in 10 days unless extended in writing or a permanent order is issued;

(v) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section ~~of \$100.00~~ for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent.

(e) Withdrawal or Issuance of Additional Temporary Order. The director may withdraw a temporary order if compliance is achieved within 10 calendar days of posting or service thereof. If, after withdrawal, the violation is continued or repeated, the director may cause a second temporary order to be posted on the subject property or served on persons engaged in any work or activity in violation of this title. Any subsequent order involving the same violation shall be permanent.

(8) Permanent Enforcement Order.

(a) A permanent enforcement order shall be issued by the director and become final within 10 calendar days, unless written appeal is received asking for a hearing before the hearing examiner.

(b) The permanent enforcement order shall contain:

(i) The street address and, when available, a legal description of real property;

(ii) A statement that the director has found the person to be in violation of this title and a brief and concise description of the conditions found to be in violation;

(iii) A statement of the corrective action required to be taken. If the director has determined that corrective work is required, the order shall mandate that all required permits be secured and the work be physically commenced and completed within such time as the director determines is reasonable under the circumstances, but in no event shall such time exceed 90 days;

ORDINANCE *Page 9 of 18*

g/mv/ord.Code Enforcement amend ~~12108011409~~

(iv) A statement that the violator may be subject to a civil penalty in the amount set forth in subsection (3)(g) of this section of \$1,000 for each day that the violation continues and, if applicable, the conditions on which assessment of such civil penalty is contingent;

(v) Statements advising:

(A) If any required work is not commenced or completed within the time specified, the director shall proceed to abate the violation and cause the work to be done and charge the costs thereof as a lien against the property and any other property owned by the person in violation and as a personal obligation of any person in violation; and

(B) If any assessed civil penalty is not paid, the director will charge the amount of the penalty as a lien against the property and as a joint and separate personal obligation of any person in violation; and

(C) The violator of the violator's right to appeal and the appeal process.

(c) Any order issued by the director pursuant to this title shall be final unless a timely appeal is filed pursuant to Section 9 below.

(d) Service. Service of the permanent enforcement order shall be made upon all persons identified in the order either personally or by mailing a copy of such order by certified mail, postage prepaid, return receipt requested to the last known address. If the address of any such person cannot reasonably be ascertained, a copy of the order shall be mailed to such person at the address of the location of the violation. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this title. Service by certified mail in the manner provided in this section shall be effective on the date of postmark. The order may be, but is not required to be posted on the subject property.

(e) Supplemental Order. The director may at any time add to, rescind in part, or otherwise modify a permanent enforcement order.

(9) Appeal.

(a) A written appeal may be filed within 10 calendar days following issuance of a temporary enforcement order, stop work order, emergency order, or permanent enforcement order.

(b) An appeal of a stop work order or emergency order shall not stay the requirement that the specified work or activity immediately cease and/or be remedied.

(c) The director shall prepare and transmit to the hearing examiner any appeal of a temporary or permanent enforcement order, and in which a hearing shall be scheduled within 60 days of the appeal date. Cost of the appeal shall be part of the decision. The hearing examiner's decision may be reviewed by an action for writ of review in the superior court of Snohomish

ORDINANCE Page 10 of 18

g/mv/ord.Code Enforcement amend ~~12108011409~~

County filed within 10 calendar days of the decision. If no appeal is filed in the required length of time, the hearing examiner's decision shall be final.

(10) Violation of Permanent Order. If, after any permanent order duly issued by the director or hearing examiner has become final, the person to whom such order is directed fails, neglects, or refuses to obey such order, including refusal to pay a civil penalty assessed under such order, the director may:

- (a) Cause such person to be prosecuted under the provisions of this title;
- (b) Institute any appropriate action to collect a civil penalty assessed under this title;
- (c) Abate the violation using the procedures of this title; and/or
- (d) Pursue any other appropriate remedy at law or equity.

(11) Revocation or Suspension of Approvals or Permits. The director may permanently revoke or suspend any approval or permit issued under this title, Title 5 (Business Regulations and Licenses), including without limitation §§ [5.02.140](#), [5.20.080](#), [5.52.090](#); Title 6 (Peace, Morals and Safety), including without limitation Chapter [6.24](#), Title 7 (Health and Sanitation), including without limitation §§ [7.04.010](#) – [7.04.100](#); Title 9 (Fire); Title 11 (Traffic), including without limitation § [11.36.040](#); Title 12 (Streets and Sidewalks), including without limitation §§ [12.08.140](#), 12.12, [12.20.010](#), 12.24, [12.36.020](#) – [12.36.030](#), [12.40.020](#) – [12.40.030](#); Title 14 (Water and Sewers), including without limitation §§ [14.15.170](#), [14.16.100](#), [14.16.140](#), [14.17.050](#); Title 16 (Building), Title 18 (Planning), Title 19 (Zoning), Title 20 (Subdivisions), for any of the following reasons:

- (a) Failure of the holder to comply with the requirements of such title; or
- (b) Failure of the holder to comply with any order issued pursuant to this title; or
- (c) Discovery by the director that an approval or a permit was issued in error or on the basis of incorrect information supplied to the city.

Such approval of permit revocation or suspension shall be carried out through the notice and order provisions of this section. The revocation or suspension shall be final within five working days of the conclusion of a hearing unless the hearing examiner renders a written decision modifying or denying the revocation or suspension.

(12) Lien.

(a) City Has Lien. The city of Marysville shall have a lien for any civil penalty imposed or for the cost of any work or abatement done pursuant to this title, or both, against the real property on which the civil penalty was imposed or any of the work of abatement was performed and against any other real property owned by any person in violation. The civil penalty shall be a

ORDINANCE *Page 11 of 18*

| g/mv/ord.Code Enforcement amend ~~112108011409~~

joint and several obligation of all people found to be in violation. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on a parity.

(b) Director's Authority to Claim Lien. The director shall cause a claim for lien to be filed for record with the auditor within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the work or abatement performed by the city of Marysville pursuant to this title.

(c) Notice of Lien. The notice and order of a director pursuant to this title shall give notice to the owner that a lien for the civil penalty or the cost of abatement, or both, may be claimed by the city. Service of the notice and order shall be made upon all persons identified in the notice and order either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested.

(d) Contents of Lien. The claim of lien shall contain the following:

(i) The authority for imposing a civil penalty or proceeding to abate the violation, or both;

(ii) A brief description of the civil penalty imposed or the abatement work done, or both, including the violations charged and the duration thereof, the time the work was commenced and completed and the name of the persons or organizations performing the work;

(iii) A legal description of the property to be charged with the lien;

(iv) The name of the known or reputed owner; and

(v) The amount, including lawful and reasonable costs, for which the lien is claimed.

(e) Verification of Lien. The lien shall be verified by the director to the effect that the director believes that the claim is just.

(f) Filing of Lien. The lien shall be recorded with the Snohomish County auditor.

(g) Duration of Lien. No lien created under this title shall bind the property for a period longer than three years after the claim has been filed unless an action is commenced in the proper court within that time to enforce the lien.

(h) Foreclosure of Lien. The lien may be foreclosed by a civil action in Snohomish County superior court.

(i) Removal of Lien. All liens shall be removed by the city of Marysville when all conditions placed upon the violator(s) by a notice and order or by the hearing examiner have been satisfied. (Ord. 2045 § 1, 1995).

#### **4.02.050 Code enforcement procedures manual.**

The code enforcement officer shall have the authority to adopt and adhere to a code enforcement procedures manual which shall be available for public inspection and copying during regular business hours. (Ord. 2045 § 1, 1995).

**Section 2.** Chapter 6.24 MMC is hereby amended by amending MMC 6.24.050 to read as follows:

#### **6.24.050 Types of nuisances.**

It shall be a “public nuisance” within the city of Marysville and a violation of the Marysville Municipal Code, if any responsible person or persons shall maintain or allow to be maintained on real property which he or she may have charge, control or occupy, except as may be permitted by any other city ordinance, whether visible or not from any public street, alley or residence, any of the following conditions:

(1) Every person who makes or keeps any explosive or combustible substance in the city, or carries it through the streets thereof, in quantity or manner prohibited by Chapter 70.74 RCW, and every person who, by careless, negligent or unauthorized use or management of any such explosive or combustible substance, injures or causes injury to the person or property of another; commits a public nuisance.

(2) No person shall permit or allow outside of any dwelling, building or other structure or within any unoccupied or abandoned building, dwelling or other structure under his control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other automatic locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from said refrigerator, icebox or container. Every violation of this section is a public nuisance.

(3) No person shall abandon or discontinue use of or permit or maintain on his premises any abandoned or unused well, cistern or storage tank, without first demolishing or removing from the city such storage tank, or securely closing and barring any entrance or trap door thereto, or filling any well or cistern, or capping the same with sufficient security to prevent access thereto by children. Any such violation is a public nuisance.

(4) No person shall, without lawful authority from the appropriate public entity, attach any advertising signs, posters, or any other similar object, to any public structure, sign or traffic-control device. Such violation constitutes a public nuisance.

ORDINANCE *Page 13 of 18*

g/mv/ord.Code Enforcement amend ~~12108011409~~

(5) No person shall attach to utility poles any of the following: advertising signs, posters, vending machines, or any similar object which presents a hazard to, or endangers the lives of, electrical workers. Any attachment to utility poles shall only be made with the permission of the utility company involved, and shall be placed not less than 12 feet above the surface of the ground. ~~Such violations constitute a public nuisance.~~

(6) Accumulations of the following materials in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets: Any and all junk, trash, litter, garbage, boxes, bottles, cans; ; any and all unused animal pens or cages, including any type of insect enclosures; and any and all discarded lumber, salvaged materials, or other similar materials ~~in any front yard, side yard, rear yard or vacant lot~~, except for such materials being used for an immediate construction project on said premises.

(7) Any attractive nuisances dangerous to children including, but not limited to, abandoned, broken or neglected buildings, equipment, machinery, refrigerators and freezers, excavations, shafts, or insufficiently supported walls or fences in any front yard, side yard, rear yard or vacant lot.

(8) Broken or discarded furniture, furnishings, appliances, household equipment and other similar items, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.

(9) Dead, decayed, diseased or hazardous trees or vegetation/grass clippings (except that used as compost for fertilizer), including that which by casual contact with the skin is dangerous to public health, safety and welfare, located in any front yard, side yard, rear yard or vacant lot.

~~(10) Graffiti, on the exterior of any building, fence, or other structure in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets. subject to Chapter 6.25 of the Marysville Municipal Code.~~

~~(11) Junk vehicles as defined by Section 11.36.030 of the Marysville Municipal Code.~~

~~(12) Nonoperational or abandoned unused automobile vehicles~~ or parts thereof, or other articles of personal property which are discarded or left in a state of partial construction or repair for longer than 30 days, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets. ~~The responsible person may have on his or her premises, at any one time, only one nonoperational or abandoned unused vehicle outside an enclosed building for a period not to exceed 14 days.~~ “Nonoperational or unused automobile vehicle” means an automobile vehicle substantially meeting one of the following requirements:

(a) Is immobile because it either: (i) lacks an engine or other parts or equipment necessary to operate it safely or legally on the street; (ii) has one or more flat tires; or (iii) is mounted on skids or jacks;



~~(b) Displays registration tabs which have expired for more than 12 months;~~

~~(eb) Has overgrown vegetation or garbage or debris collecting underneath; or~~

~~(dc) Is used primarily to store items such as auto parts, yard tools, garbage, debris, clothing, miscellaneous household items, etc.~~

~~(1213) Vegetation exceeding 12 inches in height (exclusive of plants and flowers within a flower bed, shrubbery and trees) located in any front yard, side yard, rear yard ~~or vacant lot of a residential lot within a platted subdivision unless screened from public view from the adjacent frontage street or streets.~~~~

7

(13) Utility trailers, unmounted camper or recreation vehicles shall not be located in the front yard. They may be located in the driveway, parallel to the driveway, or behind the front building line of the property on either side of the building on a maintained surface.

(14) Accessory structures, including detached garages, sheds, decks, patios and similar structures, which are not maintained structurally sound and in good repair.

(15) Any unfinished structure, for which there has been a cessation of construction activity for more than two years and which is determined by the city to be in violation of the building code and subject to abatement by demolition or completion of the construction to meet the requirements of the building code.

(16) Any catastrophic or fire damaged premises, which have not been secured from entry ~~within forty eight (48) hours~~ and from which all debris has not been removed and properly discarded ~~within ten (10) days of the fire department's release of the property as directed by the Fire Marshal and Building Official.~~

(17) Fences, walls, hedges and retaining walls that are not maintained in a structurally sound and sanitary condition so as to endanger the public health, safety or welfare.

(18) Exterior properties that are not graded and maintained to prevent the erosion of soil and to prevent the accumulation of water on the premises. Storm water, including discharge from gutters, downspouts, swimming pools, hot tubs, spas, sump pumps or similar features shall not discharge water off the source premise unless expressly approved by the City of Marysville.

(19) Open storage on premises except:

(a) As expressly permitted in Title 19 MMC;

(b) Open storage does not include items customarily used in association with the permitted principal use of the property and suitable for outdoor use such as lawn furniture, play equipment, gardening equipment, and similar items; and

(c) Open storage does not include construction materials or seasonal materials used for gardening that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site within six (6) months.

(d) Open storage does not include materials screened from public view from the adjacent frontage street or streets.

(20) Premises containing rodent, insect and vermin harborage and/or infestation as determined by the county health officer. Infestations shall be promptly exterminated by methods that ensure the public's health, safety and welfare. Owners shall take preventive measures to protect buildings and premises from future infestations.

(21) Sidewalks, walkways, stairs, driveways, parking spaces and similar areas on private property that are accessible to the general public, containing hazardous conditions or violations of approved site or plot plans and barrier free accessible parking requirements so as to endanger public health safety or welfare.

~~(22) Swimming pools and swimming pool barriers that are not maintained in a clean, sanitary condition, and in good repair.~~

~~(23) Any hazard tree, as substantiated by a certified arborist or other recognized tree professional, that has not been removed from property or that is maintained in such a way that it threatens persons or property, threatens public health, safety or welfare.~~

(24) Vacant structures and premises thereof or vacant land, which are not maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect the public health.

~~(25) Motor vehiclesAutomobile parking on a residential lot within a platted subdivision, that are not that are not parked on improved all weather surfaces and motor vehicles, other than those in subsection (b) of this section, or an approved driveway if located in the front yard. that are parked in the setbacks except in front yard or side street setbacks when in a driveway that provides access to an approved parking location and in conformance with Title 19 MMC. Parked motor vehicles shall not block access to required parking.~~

~~(26) Recreational vehicles, boats, and trailer parking on a residential lot within a platted subdivision, that is not ons that are not parked, kept or stored on an improved all weather surface or that are parked, kept or stored in required front yard setbacks, except foran approved a driveway if located in the front yard. Recreational vehicle, boat, or trailer parking in the side or rear yard setbacks is allowed so long as emergency responders may access all sides of a~~

~~structure. Access to parking shall be via an approved driveway approach and an improved all weather surface.~~

(27) Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, that are parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with a permitted or allowed project.

(28) Heavy commercial equipment that is not be parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by Title 19 MMC or when equipment is used in conjunction with an ongoing permitted or allowed project.

(29) Temporary or portable structures, such as portable storage tents, temporary canopies, or other similar structures, which are not removed within seventy-two hours, ~~unless screened from public view from the adjacent frontage street or streets~~when located within the front yard.

**Section 3. 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.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 20089.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, MAYOR

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED CITY ATTORNEY

ORDINANCE *Page 17 of 18*  
g/mv/ord.Code Enforcement amend ~~12108011409~~

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

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

**CITY COUNCIL MEETING DATE:** January 26, 2009

<b>AGENDA ITEM:</b> Interlocal Cooperative Agreement for Northwest Mini-chain services between the City of Marysville and Whatcom County	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Commander R. Krusey	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Interlocal Cooperative Agreement	<b>APPROVED BY:</b> Chief Rick Smith	
	MAYOR	CAO
<b>BUDGET CODE:</b> 00103960551000	<b>AMOUNT:</b> \$34,494	

The Police Department is requesting the City Council authorize the Mayor to sign the Interlocal Cooperative Agreement between the City of Marysville and Whatcom County for the services of the Northwest Mini-chain. This service transports Marysville prisoner, housed in other facilities, to Marysville Jail on the Whatcom County Bus.

This is a recurring agreement and has been budgeted for in CY-2009budget.

This agreement has been approved as to form by City attorney Grant Weed.

<b>RECOMMENDED ACTION:</b> Staff recommends that Marysville City Council authorize the Mayor to sign the Interlocal Cooperative Agreement.
<b>COUNCIL ACTION:</b>

**AFTER RECORDING RETURN TO:**  
 City of Marysville  
 1049 State Street  
 Marysville, WA 98270

Whatcom County Contract No. _____
--------------------------------------

**INTERLOCAL COOPERATIVE AGREEMENT  
 NORTHWEST MINICHAIN WITH MARYSVILLE**

THIS AGREEMENT is made and entered into by and between the City of Marysville, Washington ("Marysville") and Whatcom County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**1. PURPOSE**

The purpose of this agreement is to provide for transportation services for prisoners for Marysville for a period beginning on the First day of January, 2009 and ending on the Thirty-first day of December, 2009. Marysville and Whatcom County agree to the terms and conditions incorporated herein.

**2. RESPONSIBILITIES:**

Prior to signing this agreement, Marysville has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

Marysville acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain van by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

Provide inmate transportation services via the Northwest Mini-Chain for the City of Marysville with at least one (1) trip per weekday, the time of which shall be mutually agreeable to the County and the City of Marysville, as follows:

- a. To pick up inmates from any Northwest Mini Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b. Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.

**3. TERM OF AGREEMENT:**

The term of this Agreement shall be from January 1, 2009 through December 31, 2009, regardless of date of signature. The terms of this agreement shall be subject to review and revision in September of 2009 for renewal in January 2010.

**4. MANNER OF FINANCING:**

Funds for the payment of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This agreement shall not obligate Marysville in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services, which are not budgeted. The source of funds is the City of Marysville budget.

Whatcom County shall provide Marysville with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith. This compensation is calculated on the actual percentage of usage by Marysville of the total cost of the Northwest Minichain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$34,494.00

Quarterly Invoices:

March 31, 2009 \$ 8,623.50

June 30, 2009 \$ 8,623.50

September 30, 2009 \$ 8,623.50

December 31, 2009 \$ 8,623.50

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Whatcom County Executive, and Sheriff Bill Elfo

5.2 Marysville's representative shall be Commander Ralph Krusey.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF MARYSVILLE**

**WHATCOM COUNTY**

BY: \_\_\_\_\_  
DENNIS KENDALL, Mayor

By: \_\_\_\_\_  
PETE KREMEN, Executive

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED as to form:

APPROVED as to form:

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

\_\_\_\_\_  
RANDALL J. WATTS, Chief Civil Deputy Prosecutor

DATE \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) Ss.  
COUNTY OF SNOHOMISH )

STATE OF WASHINGTON )  
 ) Ss.  
COUNTY OF WHATCOM )

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Dennis Kendall, to me known to be the Mayor of Marysville and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Pete Kremen, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_ My  
commission expires \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_ My  
commission expires \_\_\_\_\_