

**Marysville City Council Meeting**

**October 26, 2015**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Audience Participation**

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

- 1. Approval of the October 5, 2015 City Council Work Session Minutes

**Consent**

- 2. Consider Approval of the October 7, 2015 Claims in the Amount of \$1,092,303.23; Paid by Check Number 103120 through 103245 with Check Number 101459 Voided

- 3. Consider Approval of the October 14, 2015 Claims in the Amount of \$840,166.48; Paid by Check Number 103246 through 103389 with No Checks Voided

**Review Bids**

**Public Hearings**

**New Business**

- 4. Consider the Amendment to the Agreement with Tulalip Tribes for the Embankment Fill Construction

- 5. Consider the Proposed Third Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities

- 6. Consider an **Ordinance** Affirming the Recommendation of the Hearing Examiner for the Lakewood Station Binding Site Plan and Site Specific Rezone, Amending the Official Zoning Map of the City, and Repealing Ordinance No. 2929

- 7. Consider a **Resolution** Setting a Hearing Concerning the Assumption of the Rights, Powers, Immunities, Functions, and Obligations of the Marysville Transportation Benefit District

- 8. Consider the Release of Two Slope Easements at Cedar Landing Housing Partners

**Marysville City Council Meeting****October 26, 2015****7:00 p.m.****City Hall**

9. Consider the Corrected Utility Easement for Cedar Landing Housing Partners

10. Consider the Agreement with Department of Enterprise Services Interagency for Energy/Utility Conservation Project Management and Monitoring Services

11. Consider Amendment No. 6 to the Janitorial Services Contract with Advantage Building Services which Increases the Contract by \$71,943.14 for a Total Amended Contract Price of \$140,876.52 and Extends the Contract for a Sixth Annual Term

**Legal****Mayor's Business****Staff Business****Call on Councilmembers****Executive Session**

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

**Adjourn**

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office 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.

# *Index #1*

COUNCIL



*DRAFT*  
MINUTES

**Work Session**  
October 5, 2015

### **Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

### **Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** Kamille Norton

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Planning Assistant Amy Hess, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to excuse the absence of Councilmember Norton. **Motion** passed unanimously (6-0).

### **Approval of Agenda**

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously (6-0).

### **Committee Reports**

None

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## **Approval of Minutes**

1. Approval of the September 14, 2015 City Council Meeting Minutes

## **Consent**

2. Approval of the September 23, 2015 Claims in the Amount of \$903,453.65; Paid by Check Numbers 102798 through 102937 with No Checks Voided
3. Approval of the September 30, 2015 Claims in the Amount of \$740,001.39; Paid by Check Numbers 102938 through 103119 with No Checks Voided
4. Approval of the September 18, 2015 Payroll in the Amount of \$1,065,360.05; Paid by Check Numbers 29273 through 29306

## **Review Bids**

## **Public Hearings**

## **New Business**

5. Consider the JAG/Byrne Grant Local Funds Award in the Amount of \$11,410.00 to Purchase Equipment for the Police Department

Chief Smith explained this is a yearly grant that the Police Department brings before Council to accept the grant.

6. Consider the Professional Services Agreement with MWH Americas, Inc. in the Amount of \$40,850.00 for Engineering Services

Director Nielsen explained that this is for the roof repair and replacement on Cedarcrest Reservoir. There were no comments or questions.

7. Consider Accepting the Marysville Regional Pond #2 Project, Starting the 45-Day Lien Filing Period for Project Closeout

Director Nielsen stated that Pond 2 is complete. Staff would like to start the 45-day lien period. The price to buy in is the same price as Pond 1.

Councilmember Vaughan asked if tapping into the pond is voluntary. Director Nielsen replied that it is voluntary, and is only for commercial and industrial.

8. Consider the Project Agreement with the RCO for the Grant Totaling \$342,369.00 through the ALEA Program for Trail Development Adjacent to the Qwuloolt Restoration Project

## *DRAFT*

Director Ballew stated this is a project agreement with the Recreation Conservation Office for the Qwuloolt Trail project.

9. Consider the Interlocal Agreement with Snohomish County for Auto Theft Task Force Services

Chief Smith stated this is a renewal of the agreement with the Auto Theft Task Force in Snohomish County.

10. Consider the Final Plat Map and Sight Distance Easement for Allen Creek Park

Planning Assistant Amy Hess explained that Allen Creek Park was a county plat that Marysville inherited. The project is in the final stages, and they have satisfied all aspects of conditions for approval with the exception of moving some Frontier power poles that they are currently trying to get scheduled.

11. Consider a **Resolution** Authorizing Termination and Relinquishment of a City Owned Easement on Private Property

CAO Hirashima explained this is just a correction of an easement.

### **Legal**

#### **Mayor's Business**

- AWC Board met on Friday. They received a clean audit with no findings. They also put together a legislative agenda with six items.
- Community Food Bank open house was very successful.
- Government Affairs Committee is meeting tomorrow morning at 8 a.m. in the Birch Room at the hotel.

#### **Staff Business**

Sandy Langdon had no comments.

Chief Smith:

- Go Hawks!
- He is participating in *No Shave October, November, and December* raising money for cancer.
- He gave an update on the encampments in Marysville. Police have been working on this issue for many years. They have built a coalition including many city departments plus the Tribes. They have updated code to improve enforcement abilities. They have engaged property owners. There have been several major efforts to clean up areas. Operation Northern Lights has specifically dealt with aggressive panhandling and illegal camping. Police have also opened up the Southern Comfort Operation. The approach is to arrest people whenever it is

# DRAFT

possible, and also to provide help if necessary and possible. Police are also looking at putting cameras up in some areas, especially the waterfront park, and are working overtime shifts on the weekends to provide a police presence. He thinks the approach taken so far is the right approach for the city and for neighborhood livability. He commented that 85-90% of the people they arrest do not want help because they are satisfied with what they are doing. Overall, he believes the current approach is effective. This summer has been the least amount of aggressive panhandling on the street in the time he has been here. Police will continue to stay on top of this and to do their part.

Councilmember Vaughan said he has noticed a big difference in the waterfront park recently versus a few weeks ago.

Dave Koenig had no comments.

Chief McFalls had no comments.

Jim Ballew had no comments.

Kevin Nielsen:

- He announced that the new City Engineer is Jeff Laycock.
- State Avenue from 116<sup>th</sup> to 136<sup>th</sup> will be blocked off this weekend due to construction.

Jon Walker had no comments

Gloria Hirashima commented that the waterfront park consultants will be in town this week to kick off planning efforts. She asked council members to let her know if they are able to attend.

## Call on Councilmembers

Michael Stevens said he attended the ribbon-cutting with Mayor Nehring at *My Awesome Dogs*.

Rob Toyer said he attended the Raising Hands ceremony on Saturday. It was a great event.

Donna Wright:

- She also attended the Raising Hands Ceremony. It was very well done.
- The Snohomish Health District will be looking at regulations related to vaping and e-cigarettes. They are accepting public comment.

Jeff Seibert also attended the Raising Hands Ceremony. He thanked the Tribes for the event. He appreciates the work done by everyone involved.

*DRAFT*

Jeff Vaughan had no comments.

**Executive Session**

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

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 7:20 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk



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# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 26, 2015**

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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the <b>October 7, 2015</b> claims in the amount of <b>\$1,092,303.23</b> paid by <b>Check No. 103120 through 103245 with Check No. 101459</b> voided.</p> <p>COUNCIL ACTION:</p>
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BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-10**

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 **\$1,092,303.23 PAID BY CHECK NO.'S 103120 THROUGH 103245 WITH CHECK NO.101459 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 **26<sup>th</sup> DAY OF OCTOBER 2015.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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

DATE: 10/7/2015  
TIME: 9:08:01AM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 10/1/2015 TO 10/7/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103120	ACLARA TECHNOLOGIES	SINGLE PORT MTU'S	WATER/SEWER OPERATION	-675.22
	ACLARA TECHNOLOGIES		WATER SERVICES	8,348.22
	ACLARA TECHNOLOGIES	STAR SOFTWARE RENEWAL	METER READING	11,092.16
103121	ALEXANDER, JAMIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103122	ANDES LAND SURVEY	PROFESSIONAL SERVICES	STORM DRAINAGE	400.00
	ANDES LAND SURVEY		ARTERIAL STREET-GENL	2,800.00
103123	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.83
103124	AS LLC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-74.15
	AS LLC		WATER/SEWER OPERATION	1,150.00
103125	AWWA	JUNE 2015 EDITION-STANDARDS ON	WATER DIST MAINS	3,433.50
103126	BACKSTROM CURB	CONCRETE WORK	PARK & RECREATION FAC	7,524.49
	BACKSTROM CURB	CURB AND SIDEWALK WORK	PARK & RECREATION FAC	14,631.59
103127	BICKFORD FORD	SPEED SENSORS	EQUIPMENT RENTAL	111.65
103128	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,582.13
103129	BUILDERS EXCHANGE	LEGAL AD	SEWER CAPITAL PROJECTS	45.00
103130	CABEZAS, ROHANIE	REFUND CLASS FEES	PARKS-RECREATION	28.00
103131	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,041.10
103132	CLEAN CUT TREE & STU	TREE REMOVAL	SOURCE OF SUPPLY	516.80
103133	COLUMBIA FORD	2016 FOR K8A AWD	EQUIPMENT RENTAL	37,029.21
	COLUMBIA FORD	2016 FORD F550	EQUIPMENT RENTAL	43,208.81
103134	COOK, BARBARA & MIKE	UB 847611870000 7611 87TH AVE	WATER/SEWER OPERATION	204.28
103135	COOP SUPPLY	GLIDES	MAINT OF GENL PLANT	14.99
	COOP SUPPLY	FENCE REPAIR PARTS	WATER RESERVOIRS	19.55
	COOP SUPPLY	CABLE AND CLAMPS	STORM DRAINAGE	22.79
103136	CRISTIANO'S	USER GROUP MEETING LUNCH	MUNICIPAL COURTS	80.24
103137	CUMMINS NORTHWEST	TROUBLESHOOT GENERATOR	PUMPING PLANT	379.00
	CUMMINS NORTHWEST		SEWER LIFT STATION	379.01
103138	DELL	MONITOR	COMPUTER SERVICES	169.72
	DELL	NEW WORLD EVIDENCE PC SETUP	TRIBAL GAMING-GENL	279.84
	DELL	LAPTOP DOCK	IS REPLACEMENT ACCOUNTS	285.59
	DELL	NEW WORLD EVIDENCE PC SETUP	TRIBAL GAMING-GENL	509.15
	DELL	FIREWALL SERVER WARRANTY	COMPUTER SERVICES	892.38
	DELL	NEW WORLD EVIDENCE PC SETUP	TRIBAL GAMING-GENL	1,734.08
	DELL	SERVER WARRANTY	IS REPLACEMENT ACCOUNTS	3,145.18
103139	DELTA PROPERTY MGMT	UB 800408100000 5718 65TH ST N	WATER/SEWER OPERATION	235.00
103140	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	285.00
103141	DUNN, SARA	UB 080340000000 9220 55TH AVE	WATER/SEWER OPERATION	28.30
103142	E&E LUMBER	SECURITY PIN	PUBLIC SAFETY BLDG.	2.92
	E&E LUMBER	IRRIGATION REPAIR PARTS	PARK & RECREATION FAC	18.56
	E&E LUMBER	LUMBER	WATER DIST MAINS	32.04
	E&E LUMBER	TAPE, KNIFE, BLADE AND GROMMET	PARK & RECREATION FAC	32.99
	E&E LUMBER	LUMBER AND FASTENERS	PARK & RECREATION FAC	98.57
	E&E LUMBER	DEGREASER, WASP SPRAY, EXT POL	ER&R	330.27
103143	EAGLE FENCE	FENCE REPAIR AND GATE INSTALLA	STORM DRAINAGE	2,448.00
103144	ECOLOGICAL LAND	PROJECT EXPENSE	STORM DRAINAGE	5.85
103145	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	195.00
103146	EGAN, CASHMIRE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00

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 TIME: 9:08:01AM

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103147	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	153.35
103148	EVERETT TIRE & AUTO	TIRES	ER&R	478.23
103149	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	16.20
	EVERETT, CITY OF		WATER QUAL TREATMENT	48.60
	EVERETT, CITY OF		STORM DRAINAGE	189.00
	EVERETT, CITY OF		WATER QUAL TREATMENT	303.30
103150	FERRELLGAS	PROPANE CHARGES	SOLID WASTE OPERATIONS	16.62
	FERRELLGAS		WATER SERVICE INSTALL	16.62
	FERRELLGAS		TRAFFIC CONTROL DEVICES	16.62
	FERRELLGAS		ROADWAY MAINTENANCE	16.62
103151	FINLEY, JOSEPH	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	114.14
103152	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	474.50
103153	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	43.81
	FRONTIER COMMUNICATI		ADMIN FACILITIES	43.81
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	43.81
	FRONTIER COMMUNICATI		UTILITY BILLING	43.81
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	43.81
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	50.67
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	51.91
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	87.62
	FRONTIER COMMUNICATI		POLICE PATROL	87.62
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	87.62
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	87.62
	FRONTIER COMMUNICATI		COMMUNITY CENTER	87.62
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	87.62
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	87.62
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	94.57
	FRONTIER COMMUNICATI	ACCT #36065340280125085	ADMIN FACILITIES	99.90
	FRONTIER COMMUNICATI	PHONE CHARGES	WASTE WATER TREATMENT F	175.23
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	219.01
	FRONTIER COMMUNICATI		UTIL ADMIN	301.14
103154	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.06
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.06
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.17
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.36
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.50
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.61
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.64
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.91
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.98
	FRONTIER COMMUNICATI		CITY CLERK	0.99
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.19
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	2.20
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	3.26
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	3.49
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	3.83
	FRONTIER COMMUNICATI		STORM DRAINAGE	4.57
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	6.16
	FRONTIER COMMUNICATI		LEGAL-GENL	6.67
	FRONTIER COMMUNICATI		FINANCE-GENL	6.82
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	7.34
	FRONTIER COMMUNICATI		COMPUTER SERVICES	8.99
	FRONTIER COMMUNICATI		UTIL ADMIN	9.19
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	9.33
	FRONTIER COMMUNICATI		UTILITY BILLING	9.60
	FRONTIER COMMUNICATI		POLICE PATROL	11.38
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	12.99

DATE: 10/7/2015  
TIME: 9:08:01AM

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INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103154	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	DETENTION & CORRECTION	13.14
	FRONTIER COMMUNICATI		ENGR-GENL	14.85
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	14.99
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	20.51
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	31.33
103155	GLOVER, ANGELA	UB 760049000001 5223 68TH DR N	WATER/SEWER OPERATION	33.49
103156	GRANITE & PRECASTING	CURB BLOCKS	TRANSPORTATION MANAGEM	5,483.52
103157	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.10
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.10
	GREATAMERICA FINANCI		FINANCE-GENL	30.10
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	30.10
	GREATAMERICA FINANCI		UTILITY BILLING	30.10
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.10
	GREATAMERICA FINANCI		POLICE PATROL	36.12
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.12
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.12
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.12
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.13
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.45
	GREATAMERICA FINANCI		ENGR-GENL	38.45
	GREATAMERICA FINANCI		UTIL ADMIN	38.45
103158	GREENSHIELDS	CHAIN	PARK & RECREATION FAC	131.04
	GREENSHIELDS	HOSE ASSEMBLIES	SMALL ENGINE SHOP	171.62
103159	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
103160	HANSEN, KAREN	UB 091462146000 14621 46TH AVE	WATER/SEWER OPERATION	95.31
103161	HARBOR FREIGHT TOOLS	CUT OFF WHEELS, HAMMERS AND WR	SOURCE OF SUPPLY	161.48
103162	HARRISON, DONALD	UB 250640000000 11019 51ST AVE	WATER/SEWER OPERATION	58.11
103163	HD FOWLER COMPANY	IRRIGATION REPAIR PARTS	PARK & RECREATION FAC	20.01
103164	HD SUPPLY WATERWORKS	GASKETS	HYDRANTS	271.00
103165	HERMANN, DERECK	UB 760960216301 6716 59TH ST N	WATER/SEWER OPERATION	82.01
103166	HINKLEY, EILEEN	UB 041160000000 9205 62ND DR N	WATER/SEWER OPERATION	57.10
103167	HOME DEPOT	STAIN AND BRUSHES	ROADSIDE VEGETATION	117.36
103168	INDUSTRIAL CONTROLS	POWER SUPPLY, CONTROLLER AND M	PUMPING PLANT	750.12
103169	KELLY, ERIN	UB 241220456000 12204 56TH DR	WATER/SEWER OPERATION	8.88
103170	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	2,086.98
103171	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	75.00
103172	KUKER-RANKEN	FIELD BOOKS AND NAILS	TRANSPORTATION MANAGEM	64.14
103173	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	623.70
	KUNG FU 4 KIDS		RECREATION SERVICES	693.00
103174	LAINHART, MARC & JEN	UB 031490126002 7511 86TH ST N	WATER/SEWER OPERATION	14.54
103175	LASTING IMPRESSIONS	TOUCH A TRUCK TSHIRTS	RECREATION SERVICES	236.29
	LASTING IMPRESSIONS		UTIL ADMIN	236.29
103176	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
103177	LICENSING, DEPT OF	FAVRO, TODD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HARPER, JASON (ORIGINAL)	GENERAL FUND	18.00

DATE: 10/7/2015  
TIME: 9:08:01AM

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 10/1/2015 TO 10/7/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103177	LICENSING, DEPT OF	ROCHE, ORLANDO (ORIGINAL)	GENERAL FUND	18.00
103178	LOWES HIW INC	PIPES AND TOOLS	SOURCE OF SUPPLY	82.66
103179	MACIAS, MONICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103180	MAI, TONG	UB 452161150001 5824 139TH PL	WATER/SEWER OPERATION	23.26
103181	MARYSVILLE AWARDS	NAMEPLATE	CITY COUNCIL	26.33
103182	MARYSVILLE COURT	REIMBURSE DEPOSIT BAG CHARGE T	MUNICIPAL COURTS	50.00
103183	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	194,968.75
	MARYSVILLE FIRE DIST		FIRE-GENL	586,791.83
103184	MARYSVILLE PRINTING	BUSINESS CARDS	FINANCE-GENL	42.36
	MARYSVILLE PRINTING		CITY CLERK	42.36
	MARYSVILLE PRINTING	FINDING AND SENTENCING FORMS	MUNICIPAL COURTS	577.68
103185	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE	6,302.38
	MAUL FOSTER & ALONGI		STORM DRAINAGE	10,100.75
	MAUL FOSTER & ALONGI		STORM DRAINAGE	13,776.00
103186	MCGARRY, ERIC	UB 760210000000 7418 58TH PL N	WATER/SEWER OPERATION	7.70
103187	MESSERLY, CONNIE	REIMBURSE HEALTH SCREENING EXP	PERSONNEL ADMINISTRATIO	45.26
103188	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	781.88
103189	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	20.12
	NEXTEL		SOURCE OF SUPPLY	20.12
103190	NIMBUSNET	ANNUAL MAINTENANCE	COMPUTER SERVICES	891.07
103191	NORTH SOUND HOSE	PIPE FITTINGS	SEWER MAIN COLLECTION	430.27
103192	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	3,455.05
103193	NORTHWESTERN AUTO	ACCIDENT REPAIR-2002 GMC SONOM	EQUIPMENT RENTAL	1,517.11
103194	ODELL, JODI	UB 420761500007 16512 41ST AVE	WATER/SEWER OPERATION	56.47
103195	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	5.43
	OFFICE DEPOT		UTILITY BILLING	83.54
103196	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	96.00
	OLASON, MONICA		RECREATION SERVICES	142.80
	OLASON, MONICA		RECREATION SERVICES	150.00
	OLASON, MONICA		RECREATION SERVICES	151.20
103197	ON SITE ELECTRIC LLC	PUMP HOUSE REPAIR	STORM DRAINAGE	3,889.60
103198	OZONIA NORTH AMERICA	DCA CONTROL ASSEMBLY	WASTE WATER TREATMENT F	1,497.38
103199	PACIFIC NW BUSINESS	MICR TONER	FINANCE-GENL	149.00
103200	PACIFIC POWER BATTER	BATTERIES	ER&R	128.00
103201	PARTS STORE, THE	FUSES AND CABLE TIES	WATER DIST MAINS	7.66
	PARTS STORE, THE	SPARK PLUGS, CAP, ROTOR, RADIA	EQUIPMENT RENTAL	160.80
	PARTS STORE, THE	BATTERY	EQUIPMENT RENTAL	164.08
	PARTS STORE, THE	FILTERS, ADDITIVE, MIRROR AND	ER&R	381.50
103202	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	139.50
103203	PETERSON, CAROL	INTERPRETER SERVICES	COURTS	150.00
103204	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	22.16
	PETROCARD SYSTEMS		ENGR-GENL	83.13
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	139.16
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	291.10
	PETROCARD SYSTEMS		PARK & RECREATION FAC	786.48
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,736.37
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,337.87
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,075.36
	PETROCARD SYSTEMS		POLICE PATROL	5,544.46
103205	PETTY CASH- PARKS	REC EXPRESS AND SPECIAL EVENT	RECREATION SERVICES	18.49
	PETTY CASH- PARKS		PARK & RECREATION FAC	44.04
103206	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	12.79
	PGC INTERBAY LLC		GOLF ADMINISTRATION	37.50
	PGC INTERBAY LLC		MAINTENANCE	173.26
	PGC INTERBAY LLC		GOLF ADMINISTRATION	179.59
	PGC INTERBAY LLC		MAINTENANCE	194.83
	PGC INTERBAY LLC		GOLF ADMINISTRATION	200.00

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103206	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	342.87
	PGC INTERBAY LLC		GOLF COURSE	361.75
	PGC INTERBAY LLC		MAINTENANCE	418.59
	PGC INTERBAY LLC		GOLF ADMINISTRATION	556.09
	PGC INTERBAY LLC		GOLF ADMINISTRATION	764.22
	PGC INTERBAY LLC		MAINTENANCE	945.00
	PGC INTERBAY LLC		MAINTENANCE	2,869.55
	PGC INTERBAY LLC		MAINTENANCE	3,307.91
103207	PIATZ, GEORGE	UB 890101000001 5223 77TH PL N	WATER/SEWER OPERATION	95.33
103208	PK MANAGEMENT GROUP	UB 933840000000 1915 7TH ST	WATER/SEWER OPERATION	25.82
103209	POLLARDWATER.COM	VALVE WRENCHES	WATER DIST MAINS	347.50
103210	PONCE, PATRICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
103211	POPLASKY, MARK	UB 031490134401 8702 75TH DR N	WATER/SEWER OPERATION	102.41
103212	PORTER, ANDREW	INSTRUCTOR SERVICES	COMMUNITY CENTER	72.00
103213	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	PRO-SHOP	8,000.00
103214	PUD	ACCT #2027-9116-6	PUMPING PLANT	15.90
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	16.07
	PUD	ACCT #2022-2076-0	MAINTENANCE	16.07
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	17.58
	PUD	ACCT #2013-8099-5	PUMPING PLANT	30.60
	PUD	ACCT #2049-3331-1	PUMPING PLANT	33.20
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	39.40
	PUD	2202-9862-4	STREET LIGHTING	42.47
	PUD	ACCT #2008-0070-4	STREET LIGHTING	51.45
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	52.77
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	57.17
	PUD	ACCT #2030-6201-3	STREET LIGHTING	89.35
	PUD	ACCT #2034-3089-7	STREET LIGHTING	111.79
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	169.95
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	180.86
	PUD	ACCT#2020-3007-8	TRANSPORTATION MANAGEM	187.29
	PUD	ACCT #2022-9433-6	STREET LIGHTING	201.98
	PUD	ACCT #2025-7232-7	STREET LIGHTING	222.45
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	279.70
	PUD	ACCT #2016-3963-0	MAINTENANCE	559.91
103215	REGONAS, ARNEL & LIB	UB 094734144000 4734 144TH PL	WATER/SEWER OPERATION	43.07
103216	RICOH USA, INC.	PRINTER/COPIER CHARGES	MUNICIPAL COURTS	8.54
	RICOH USA, INC.		GENERAL SERVICES - OVERH	11.74
	RICOH USA, INC.		COMMUNITY CENTER	17.81
	RICOH USA, INC.		OFFICE OPERATIONS	18.31
	RICOH USA, INC.		PROPERTY TASK FORCE	21.12
	RICOH USA, INC.		UTILITY BILLING	32.25
	RICOH USA, INC.		CITY CLERK	56.37
	RICOH USA, INC.		FINANCE-GENL	56.37
	RICOH USA, INC.		WASTE WATER TREATMENT F	67.69
	RICOH USA, INC.		PROBATION	94.18
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	105.10
	RICOH USA, INC.		ENGR-GENL	107.64
	RICOH USA, INC.		PARK & RECREATION FAC	111.67
	RICOH USA, INC.		LEGAL - PROSECUTION	119.11
	RICOH USA, INC.		EXECUTIVE ADMIN	129.03
	RICOH USA, INC.		POLICE INVESTIGATION	162.87
	RICOH USA, INC.		DETENTION & CORRECTION	171.83
	RICOH USA, INC.		UTIL ADMIN	183.68
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	257.21
	RICOH USA, INC.		POLICE PATROL	310.38
103217	RICOH USA, INC.		COMMUNITY CENTER	27.73



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103217	RICOH USA, INC.	PRINTER/COPIER CHARGES	MUNICIPAL COURTS	39.51
	RICOH USA, INC.		PROPERTY TASK FORCE	74.84
	RICOH USA, INC.		GENERAL SERVICES - OVERF	87.69
	RICOH USA, INC.		LEGAL - PROSECUTION	131.22
	RICOH USA, INC.		ENGR-GENL	143.75
	RICOH USA, INC.		POLICE INVESTIGATION	144.18
	RICOH USA, INC.		UTILITY BILLING	178.81
	RICOH USA, INC.		EXECUTIVE ADMIN	186.24
	RICOH USA, INC.		WASTE WATER TREATMENT F	195.64
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.95
	RICOH USA, INC.		PROBATION	212.17
	RICOH USA, INC.		CITY CLERK	213.30
	RICOH USA, INC.		FINANCE-GENL	213.31
	RICOH USA, INC.		POLICE PATROL	260.43
	RICOH USA, INC.		DETENTION & CORRECTION	260.96
	RICOH USA, INC.		PARK & RECREATION FAC	308.59
	RICOH USA, INC.		UTIL ADMIN	377.22
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	583.19
	RICOH USA, INC.		OFFICE OPERATIONS	849.25
103218	SAFeway INC.	MEETING/TRAINING SUPPLIES	EXECUTIVE ADMIN	83.72
103219	SECRETARY OF STATE	ARCHIVE BOXES (40)	CITY CLERK	114.46
103220	SHRED-IT US	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
103221	SONIC ELITE ALL STAR	INSTRUCTOR SERVICES	COMMUNITY CENTER	204.00
103222	SOUND SAFETY	BOOTS-ROSE	SOLID WASTE OPERATIONS	156.64
	SOUND SAFETY	BOOTS-KINNEY, S	STORM DRAINAGE	172.30
	SOUND SAFETY	GLOVES	ER&R	264.06
103223	SOUND SALMON SOLU	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103224	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	120.34
	STAPLES	CHAIRS	MUNICIPAL COURTS	382.74
103225	SUPPLYWORKS	JANITORIAL SUPPLIES	WATER DIST MAINS	113.20
	SUPPLYWORKS	TWIN ROLL DISPENSERS	PARK & RECREATION FAC	1,261.21
103226	SV GRESO INC	PROGRESS BILLING	SEWER MAIN COLLECTION	5,899.68
103227	TAB PRODUCTS CO	FILE FOLDERS	MUNICIPAL COURTS	2,411.53
103228	TCA ARCHITECTURE PLA	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	12,913.10
103229	THORNTON, BRIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103230	TILLMAN, DIANE	REFUND CLASS FEES	PARKS-RECREATION	10.00
103231	TORRANCE, NORMA	UB 212280000000 12903 48TH DR	WATER/SEWER OPERATION	101.12
103232	TORRES, JUAN & TANYA	UB 986405350000 6405 35TH ST N	WATER/SEWER OPERATION	343.77
103233	TRANPO GROUP	PROFESSIONAL SERVICES	GMA - STREET	4,859.07
103234	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	764.66
103235	TULALIP CHAMBER	AUGUST BBH (3)	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		CITY COUNCIL	46.00
103236	US BANK	MARLTGOREF10 ADMIN FEE	INTEREST & OTHER DEBT SE	425.00
	US BANK	MARLTGOREF13 ADMIN FEE	INTEREST & OTHER DEBT SE	425.00
103237	VAN DAM'S ABBEY	BLINDS AND INSTALLATION	MAINT OF GENL PLANT	134.30
	VAN DAM'S ABBEY	CARPET REMOVAL AND INSTALLATIO	MAINT OF GENL PLANT	1,478.73
103238	WASHINGTON STATE UNV	PESTICIDE RECERT-AKAU	UTIL ADMIN	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-BROWN	UTIL ADMIN	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-DAY	TRAINING	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-MECHLING	TRAINING	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-PALITZ	TRAINING	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-PIKE	TRAINING	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-POTTER	TRAINING	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-TYACKE	TRAINING	120.00
103239	WEED GRAAFSTRA	LEGAL SERVICE	UTIL ADMIN	71.75
	WEED GRAAFSTRA		UTIL ADMIN	259.00

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**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103239	WEED GRAAFSTRA	LEGAL SERVICE	LEGAL-GENL	333.00
	WEED GRAAFSTRA		UTIL ADMIN	333.00
	WEED GRAAFSTRA		ARTERIAL STREET-GENL	1,041.50
103240	WESTERN SYSTEMS	CROSSWALK BEACON SYSTEMS	CITY STREET-GENL	15,381.01
103241	WHITE CAP CONSTRUCT	NEOPRENE AND TAPE	SOURCE OF SUPPLY	540.31
103242	WILD ROSE WEDDINGS	RENTAL OF OPERA HOUSE	OPERA HOUSE	200.00
103243	WOCHÉ, ELIZABETH & W	UB 761302553402 7912 80TH AVE	WATER/SEWER OPERATION	71.33
	WOCHÉ, ELIZABETH & W		WATER/SEWER OPERATION	169.15
103244	WORRELL, BRANDON	UB 751040300001 7514 46TH PL N	WATER/SEWER OPERATION	296.96
103245	ZHAO PENGXIANG	UB 983632000001 3632 100TH PL	GARBAGE	48.91

**WARRANT TOTAL: 1,092,403.23**

REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

CHECK #101459    CHECK LOST IN MAIL    (100.00)

**1,092,303.23**

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 26, 2015**

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.

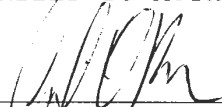
**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **October 14, 2015** claims in the amount of **\$840,166.48** paid by **Check No. 103246 through 103389 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-10**

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 **\$840,166.48 PAID BY CHECK NO.'S 103246 THROUGH 103389 WITH NO CHECK NO. 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 10/14/15  
DATE

  
\_\_\_\_\_  
MAYOR 10/15/15  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **26<sup>th</sup> DAY OF OCTOBER 2015.**

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

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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

DATE: 10/14/2015  
TIME: 11:30:37AM

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103246	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	21.22
	AMERICAN CLEANERS		OFFICE OPERATIONS	38.89
	AMERICAN CLEANERS		DETENTION & CORRECTION	42.42
	AMERICAN CLEANERS		POLICE ADMINISTRATION	46.25
	AMERICAN CLEANERS		POLICE INVESTIGATION	85.24
103247	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		EQUIPMENT RENTAL	39.81
103248	ARLINGTON, CITY OF	SURFACE WATER REVENUE BILLING	WATER/SEWER OPERATION	30,233.46
103249	ATH LLC	UB 390910000001 202 172ND ST N	WATER/SEWER OPERATION	75.01
103250	BADGER, CHRISTINE	CERT COURSE INSTRUCTOR SERVICE	EXECUTIVE ADMIN	394.00
103251	BAILEY, BRANDON & KR	UB 761335050800 7800 73RD PL N	WATER/SEWER OPERATION	100.44
103252	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	33.60
	BARRETT, SUZANNE		RECREATION SERVICES	72.00
103253	BIG RIGS SERVICE LLC	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
103254	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	454.02
	BILLING DOCUMENT SPE	LOCKBOX PROCESSING	UTILITY BILLING	949.30
103255	CALIBRE PRESS, INC.	TRAINING-PAXTON	POLICE TRAINING-FIREARMS	139.00
103256	CAPITAL ONE COMMERC	EVENT SUPPLIES	ENGR-GENL	58.74
	CAPITAL ONE COMMERC		PUBLIC SAFETY BLDG.	105.99
	CAPITAL ONE COMMERC		SOLID WASTE OPERATIONS	114.07
	CAPITAL ONE COMMERC		UTIL ADMIN	150.67
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	562.93
103257	CARRASCO, ANA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
103258	CARRS ACE	TIRE FOAM AND AIR FRESHNERS	ROADWAY MAINTENANCE	47.20
	CARRS ACE	ROPE, BRUSHES AND NOZZLES	WASTE WATER TREATMENT F	89.27
103259	CENTRAL WELDING SUPP	CARBON DIOXIDE	WATER/SEWER OPERATION	39.81
	CENTRAL WELDING SUPP	WELDING GAS BOTTLES	EQUIPMENT RENTAL	107.06
	CENTRAL WELDING SUPP	WYPALL WIPES	ER&R	172.34
	CENTRAL WELDING SUPP	GLOVES	ER&R	307.90
103260	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	18.54
103261	CHICAGO TITLE INSURA	TITLE INSURANCE POLICY	GMA - STREET	546.00
103262	CITIES & TOWNS	SCC DINNER (3)	CITY COUNCIL	35.00
	CITIES & TOWNS		EXECUTIVE ADMIN	70.00
103263	CODE PUBLISHING	ELEC UPDATES	CITY CLERK	196.73
103264	COLON, TIFFANY	REFUND CLASS FEES	PARKS-RECREATION	60.00
103265	COLUMBIA FORD	2016 FORD K8A AWD	EQUIPMENT RENTAL	37,029.21
	COLUMBIA FORD		EQUIPMENT RENTAL	37,029.21
	COLUMBIA FORD		EQUIPMENT RENTAL	37,029.21
	COLUMBIA FORD		EQUIPMENT RENTAL	37,029.21
	COLUMBIA FORD	2016 FORD F550	EQUIPMENT RENTAL	43,268.37
103266	CONCRETE NOR'WEST	SAND	PARK & RECREATION FAC	353.46
103267	COOP SUPPLY	LOCK AND HARDWARE	ROADSIDE VEGETATION	9.34
	COOP SUPPLY	CHAIN LOCKS	ROADSIDE VEGETATION	63.55
	COOP SUPPLY	CHAIN LOCKS AND KNIFE	ROADSIDE VEGETATION	68.53
	COOP SUPPLY	POSTS	ROADSIDE VEGETATION	81.27
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	88.10
103268	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,556.45
103269	COSTA, RIETTA	INSTRUCTOR SERVICES	COMMUNITY CENTER	27.00
103270	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	372.45
103271	CRAIG, VALERIE & GAR	UB 750280250000 5005 71ST DR N	WATER/SEWER OPERATION	262.65
103272	DATA QUEST	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	25.00
	DATA QUEST		POLICE ADMINISTRATION	25.00
	DATA QUEST		POLICE ADMINISTRATION	50.00
103273	DAVIES, ANITA	REFUND CLASS FEES	PARKS-RECREATION	40.00
103274	DAY WIRELESS SYSTEMS	EXPERT TESTIMONY	LEGAL-GENL	141.96
103275	DELL	MONITORS	TRIBAL GAMING-GENL	1,697.19
103276	DIAZ, PRISCILLA	REFUND CLASS FEES	PARKS-RECREATION	40.00

DATE: 10/14/2015  
TIME: 11:30:37AM

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103277	DICKS TOWING	TOWING EXPENSE-MP15-7199	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7203	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7336	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7366	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7384	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7395	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7433	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7440 SUZUK	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7458	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7470	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7578	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7588	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7727	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7740	POLICE PATROL	43.52
103278	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-36.45
	DIGITAL DOLPHIN SUPP		POLICE PATROL	450.62
103279	DJ PRODUCTS INC	CART CADDY HD CHAIN DRIVE	WATER/SEWER OPERATION	-1,000.65
	DJ PRODUCTS INC		STORM DRAINAGE	12,371.65
103280	DOORMAN COMMERCIAL	REPAIR ENTRY DOORS	PUBLIC SAFETY BLDG.	242.08
103281	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	10.98
	E&E LUMBER	ZIP TIES	POLICE PATROL	15.63
	E&E LUMBER	TAPE, TUBING CUTTER AND BRUSHE	MAINT OF GENL PLANT	42.89
	E&E LUMBER	TAPE, CHISEL AND HAMMER BIT	PUBLIC SAFETY BLDG.	44.67
103282	ERSKINE, DANIEL & PA	UB 986713290000 6713 29TH PL N	WATER/SEWER OPERATION	174.28
103283	EVERETT TENT & AWNIN	AWNING	PUBLIC SAFETY BLDG.	742.56
103284	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	203.87
103285	EVERETT, CITY TREAS	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	255,391.91
103286	EVERGREEN SECURITY	PROXKEY 111 (10)	COURT FACILITIES	93.52
	EVERGREEN SECURITY	ANNUAL FIRE TEST	COURT FACILITIES	128.36
103287	EWING IRRIGATION	SEED AND FERTILIZER	PARK & RECREATION FAC	1,908.16
103288	FEDEX	SHIPPING EXPENSE	PUMPING PLANT	9.06
103289	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	42,000.00
103290	FIRESHIELD INC	SPRINKLER GAUGE REPAIR	ADMIN FACILITIES	217.60
103291	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	GENERAL FUND	-101.18
	FOREMOST PROMOTIONS		CRIME PREVENTION	1,250.97
103292	FOSTER, KYLE & KATHE	UB 849000514001 6309 80TH ST N	WATER/SEWER OPERATION	25.90
103293	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	50.62
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	51.91
	FRONTIER COMMUNICATI	ACCT# 36065770750721145	POLICE PATROL	52.08
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	67.31
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	244.11
103294	GALLS, LLC	UNIFORM-LESTER	OFFICE OPERATIONS	113.13
103295	GARMIRE IRON WORKS	HAND HOLE COVERS	PARK & RECREATION FAC	326.40
103296	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	62.50
103297	GRACE, MATTHEW & LUH	UB 094709145000 4709 145TH PL	WATER/SEWER OPERATION	44.30
103298	GREENSHIELDS	HYDRAULIC HOSE	SMALL ENGINE SHOP	110.08
	GREENSHIELDS	CAB PROTECTOR, MOUNTING KIT AN	EQUIPMENT RENTAL	1,381.36
103299	GUNTER, LOREEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103300	HARBOR MARINE MAINT.	SILICONE	PUBLIC SAFETY BLDG.	42.98
103301	HB JAEGER COMPANY	COPPER TUBING	WATER/SEWER OPERATION	520.93
103302	HD FOWLER COMPANY	RETURN COUPLING	PARK & RECREATION FAC	-1.48
	HD FOWLER COMPANY	COUPLING	PARK & RECREATION FAC	1.56
	HD FOWLER COMPANY		PARK & RECREATION FAC	19.20
	HD FOWLER COMPANY	COUPLING AND FLEX PIPE	PARK & RECREATION FAC	28.43
	HD FOWLER COMPANY	METER SETTER	WATER/SEWER OPERATION	336.30
	HD FOWLER COMPANY	COPPER TUBING AND COUPLINGS	WATER/SEWER OPERATION	383.80

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103302	HD FOWLER COMPANY	HIGH RISE TIERS	WATER/SEWER OPERATION	519.33
	HD FOWLER COMPANY	METER STOPS	WATER/SEWER OPERATION	526.15
	HD FOWLER COMPANY	POLYMER LIDS	WATER/SEWER OPERATION	574.25
	HD FOWLER COMPANY	METER BOX BASES	WATER/SEWER OPERATION	595.36
103303	HD SUPPLY WATERWORKS	FLANGE, BOLT KIT AND GASKET	WATER DIST MAINS	75.23
	HD SUPPLY WATERWORKS	METER READING SYSTEM SETUP AND	WATER CAPITAL PROJECTS	1,632.00
103304	HERTZ EQUIPMENT RENT	TRACKHOE RENTAL	SOURCE OF SUPPLY	2,252.16
	HERTZ EQUIPMENT RENT		SOURCE OF SUPPLY	2,774.40
103305	IMADHAY, ALVIN	UB 840100564101 7805 64TH PL N	WATER/SEWER OPERATION	87.28
103306	INTERSTATE BATTERY	BATTERIES	ER&R	210.53
103307	JDS INC	ANCHOR SLEEVES	PUBLIC SAFETY BLDG.	13.10
103308	KUSTOM SIGNALS INC	RADIO REPAIR	GENERAL FUND	-5.98
	KUSTOM SIGNALS INC		POLICE PATROL	201.48
103309	LASTING IMPRESSIONS	UNIFORM-LESTER	OFFICE OPERATIONS	58.40
103310	LAW ENFORCEMENT TARG	TARGET SUPPLIES	GENERAL FUND	-40.03
	LAW ENFORCEMENT TARG		GENERAL FUND	-25.42
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	314.29
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	494.97
103311	LEIFERMAN, TONY	REFUND CLASS FEES	PARKS-RECREATION	80.00
103312	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	41.88
	LES SCHWAB TIRE CTR	TIRES	SMALL ENGINE SHOP	288.04
103313	LICENSING, DEPT OF	ADAMS, EMILY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ALYZXANDRA, AMT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	AYLING, JACOB (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BAXTER, EMUND (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BOLLEN, LAYLA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BONGAT, ARTHUR (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRIZUELA, CARLOS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FLAHERTY, JONATHON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FROST, KENNETH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GAINES, DONALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HILL, ELIZABETH (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HILL, MITCHELL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KIRKPATRICK, RONALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KRAKO, CHRISTOPHER (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KYSER, BRIAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LESTER, GEANICE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MAEGIN, ROY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCINTOSH, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MELTON, WAYNE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MORRIS, CHRISTINE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NORTON, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PETITE, NICOLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SAMUELS, ANDREW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WAMMOCK, JUSTIN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WATT, DENNIS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILSON, NEVIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ALIT, VINCENT (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	LUSZEY, TRAVIS (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	VANWEGAN, JAMES (LT RENEWAL)	GENERAL FUND	21.00
103314	LILGREEN, MARK	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103315	LOPEZ JR, ELOY	UB 235026000000 5026 119TH ST	WATER/SEWER OPERATION	129.31
103316	LOWES HIW INC	CORDS	TRANSPORTATION MANAGEM	32.94
103317	MARYSVILLE FIRE	CPR/FIRST AID TRAINING	EXECUTIVE ADMIN	200.60
103318	MARYSVILLE FORD	REMOTE KEY AND KEYS	EQUIPMENT RENTAL	271.41
103319	MARYSVILLE PRINTING	BUSINESS CARDS	WASTE WATER TREATMENT F	169.45
103320	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12



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103320	MARYSVILLE, CITY OF	UTILITY SERVICE-15224 SMOKEY P	NON-DEPARTMENTAL	238.84
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	560.65
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	2,553.11
103321	MICHAEL BURKE	UB 950480000000 1262 CEDAR AVE	WATER/SEWER OPERATION	103.90
103322	MICHEL'S CORPORATION	LIGHT POLE REPLACEMENTS	STREET LIGHTING	30,290.09
103323	MIRANDA, ESTHER	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	7.72
103324	MODULAR SPACE	TRAILER RENTAL	WASTE WATER TREATMENT F	97.72
	MODULAR SPACE		WATER QUAL TREATMENT	97.72
	MODULAR SPACE		STORM DRAINAGE	97.73
103325	MOTOR TRUCKS	PLUGS	EQUIPMENT RENTAL	15.44
103326	NPELRA	MEMBERSHIP DUES-GUY, K	PERSONNEL ADMINISTRATIOI	200.00
103327	NRPA	MEMBERSHIP DUES	RECREATION SERVICES	212.50
	NRPA		PARK & RECREATION FAC	212.50
103328	OFFICE DEPOT	SUPPLY CREDIT	POLICE INVESTIGATION	-99.87
	OFFICE DEPOT		POLICE PATROL	-32.63
	OFFICE DEPOT		POLICE PATROL	-20.00
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	7.98
	OFFICE DEPOT		CITY CLERK	11.18
	OFFICE DEPOT		FINANCE-GENL	43.73
	OFFICE DEPOT		OFFICE OPERATIONS	46.96
	OFFICE DEPOT		POLICE PATROL	62.27
	OFFICE DEPOT		OFFICE OPERATIONS	71.05
	OFFICE DEPOT		OFFICE OPERATIONS	85.48
	OFFICE DEPOT		POLICE INVESTIGATION	97.91
	OFFICE DEPOT		EXECUTIVE ADMIN	126.01
	OFFICE DEPOT		OFFICE OPERATIONS	189.94
	OFFICE DEPOT		POLICE PATROL	208.87
	OFFICE DEPOT	CHAIR	POLICE INVESTIGATION	341.09
	OFFICE DEPOT		OFFICE OPERATIONS	341.09
	OFFICE DEPOT	CHAIRS (2)	POLICE INVESTIGATION	341.09
	OFFICE DEPOT		OFFICE OPERATIONS	341.09
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	414.15
103329	OLSON, KIMBERLY	REFUND HOME OCCUPATION APP FEE	GENL FUND BUS LIC & PERMI	50.00
103330	OPEN AIR CINEMA, LLC	OPEN AIR CINEMA PRO SCREEN	GENERAL FUND	-475.20
	OPEN AIR CINEMA, LLC		COMMUNITY EVENTS	5,875.20
103331	ORZECZOWSKI, KRISTIN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103332	OXNEDAD, MICHAEL & R	UB 570703734001 17503 29TH DR	WATER/SEWER OPERATION	25.23
103333	PACIFIC TOPSOILS	TOPSOIL	PARK & RECREATION FAC	39.92
	PACIFIC TOPSOILS		PARK & RECREATION FAC	51.48
	PACIFIC TOPSOILS		PARK & RECREATION FAC	51.48
	PACIFIC TOPSOILS		PARK & RECREATION FAC	51.48
	PACIFIC TOPSOILS		PARK & RECREATION FAC	51.48
	PACIFIC TOPSOILS		PARK & RECREATION FAC	227.84
	PACIFIC TOPSOILS		PARK & RECREATION FAC	408.00
103334	PARTS STORE, THE	FUSES	EQUIPMENT RENTAL	15.88
	PARTS STORE, THE	OZZY MATS AND AIR CHUCKS	SMALL ENGINE SHOP	83.31
	PARTS STORE, THE	FILTERS	ER&R	99.10
	PARTS STORE, THE	PARTS WASHER PARTS	EQUIPMENT RENTAL	1,414.40
103335	PARTSMASTER	CUTOFF WHEEL CREDIT	EQUIPMENT RENTAL	-50.95
	PARTSMASTER	CONNECTORS, BITS AND PELLETS	EQUIPMENT RENTAL	694.98
103336	PATTERSON, SUSAN & H	UB 765907000000 5907 79TH AVE	WATER/SEWER OPERATION	79.87
103337	PAYMENTUS	TRANSACTION FEES-SEPT 2015	UTILITY BILLING	13,923.43
103338	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	145.70
103339	PEND OREILLI SUPERIO	BAIL POSTED	GENERAL FUND	500.00
103340	PEPPERS, TIM & MARY	UB 848407720000 8407 72ND PL N	WATER/SEWER OPERATION	73.08
103341	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	31.63
	PGC INTERBAY LLC		PRO-SHOP	42.55

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103341	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	42.55
	PGC INTERBAY LLC		MAINTENANCE	63.89
	PGC INTERBAY LLC		PRO-SHOP	71.95
	PGC INTERBAY LLC		PRO-SHOP	92.79
	PGC INTERBAY LLC		PRO-SHOP	110.93
	PGC INTERBAY LLC		MAINTENANCE	111.64
	PGC INTERBAY LLC		MAINTENANCE	160.05
	PGC INTERBAY LLC		PRO-SHOP	250.08
	PGC INTERBAY LLC		PRO-SHOP	425.95
	PGC INTERBAY LLC		MAINTENANCE	554.04
	PGC INTERBAY LLC		MAINTENANCE	674.80
	PGC INTERBAY LLC		PRO-SHOP	5,659.36
	PGC INTERBAY LLC		MAINTENANCE	8,305.13
103342	PICK OF THE LITTER	GRAPHIC DESIGN	RECREATION SERVICES	87.50
	PICK OF THE LITTER		COMMUNITY CENTER	293.13
103343	PILCHUCK RENTALS	WEEDEATER LINE	PARK & RECREATION FAC	61.96
	PILCHUCK RENTALS	TUNE UP KITS, CHAINS, BARS AND	SMALL ENGINE SHOP	385.26
	PILCHUCK RENTALS	BACKPACK BLOWER	SIDEWALKS MAINTENANCE	489.60
103344	PK MANAGEMENT GROUP	UB 933840000000 1915 7TH ST	WATER/SEWER OPERATION	5.87
103345	PLATT ELECTRIC	REPLACEMENT BULBS	COURT FACILITIES	71.21
103346	PREFERRED ELECTRIC	PAY ESTIMATE #1	WATER/SEWER OPERATION	-149.70
	PREFERRED ELECTRIC		WASTE WATER TREATMENT F	3,257.62
103347	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT SE	1,217.88
103348	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	6.91
	PUD	ACCT #2052-8364-1	STREET LIGHTING	7.82
	PUD	ACCT #2050-2647-6	STREET LIGHTING	9.53
	PUD	ACCT #2045-8436-1	STREET LIGHTING	14.86
	PUD	ACCT #2050-2647-6	STREET LIGHTING	14.91
	PUD	ACCT #2054-8182-3	MAINTENANCE	16.11
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	17.24
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	17.24
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	17.24
	PUD	ACCT #2045-8436-1	STREET LIGHTING	19.69
	PUD	ACCT #2026-7070-9	STREET LIGHTING	23.66
	PUD	ACCT #2200-2050-7	STREET LIGHTING	27.23
	PUD	ACCT #2048-2969-1	STREET LIGHTING	32.99
	PUD	ACCT #2021-7786-1	PUMPING PLANT	34.32
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	38.47
	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEM	51.34
	PUD	ACCT #2006-6043-9	STREET LIGHTING	53.63
	PUD	ACCT #2039-9634-3	STREET LIGHTING	54.79
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	58.85
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	94.36
	PUD	ACCT #2025-7611-2	STREET LIGHTING	99.77
	PUD	ACCT #2008-1280-8	PUMPING PLANT	172.46
	PUD	ACCT #2023-6819-7	PUMPING PLANT	185.33
	PUD	ACCT #2033-4458-5	STREET LIGHTING	186.87
	PUD	ACCT #2200-2051-1	STREET LIGHTING	221.18
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	278.65
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	795.94
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,398.31
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,895.70
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,097.46
	PUD	ACCT #2010-9896-9	PUMPING PLANT	4,606.58
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,528.12
	PUD		STREET LIGHTING	13,338.86
103349	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	10.83

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103349	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	42.76
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	60.56
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	61.67
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	89.51
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	101.75
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	107.31
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	289.75
103350	PUGET SOUND SECURITY	KEYS MADE	EQUIPMENT RENTAL	21.87
103351	RECTOR, LISA	REFUND CLASS FEES	PARKS-RECREATION	40.00
103352	REVENUE, DEPT OF	3RD QTR LEASEHOLD TAX 2015	PARK & RECREATION FAC	-0.01
	REVENUE, DEPT OF		WATER SERVICES	0.01
	REVENUE, DEPT OF		PRO-SHOP	0.03
	REVENUE, DEPT OF		PARK & RECREATION FAC	64.20
	REVENUE, DEPT OF		PARK & RECREATION FAC	231.12
	REVENUE, DEPT OF		WATER/SEWER OPERATION	892.82
	REVENUE, DEPT OF		WATER SERVICES	1,112.07
	REVENUE, DEPT OF		GENERAL FUND	1,473.33
	REVENUE, DEPT OF		GOLF COURSE	1,823.45
103353	ROY ROBINSON	FUEL FILTER CAP	EQUIPMENT RENTAL	20.13
103354	ROYAL, MICHAEL	UB 461380000000 5715 145TH ST	WATER/SEWER OPERATION	54.73
103355	SEAHURST ELECTRIC	PAY ESTIMATE #1	STREET LIGHTING	16,602.88
103356	SENTINEL OFFENDER SE	ELEC HOME MONITORING	DETENTION & CORRECTION	977.64
103357	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	SHRED-IT US		FINANCE-GENL	7.46
	SHRED-IT US		UTILITY BILLING	7.47
	SHRED-IT US		PERSONNEL ADMINISTRATIO	19.52
	SHRED-IT US		COMPUTER SERVICES	75.00
103358	SISKUN POWER EQUIPME	SAW CHAINS AND WRENCHES	ROADSIDE VEGETATION	67.39
103359	SIX ROBBLEES INC	TRAILER JACK	EQUIPMENT RENTAL	83.11
103360	SMITH, MICHAEL & TAN	UB 760073000002 7008 57TH ST N	WATER/SEWER OPERATION	34.27
103361	SNO CO PUBLIC WORKS	PROJECT COSTS	TRANSPORTATION MANAGEM	1,970.83
	SNO CO PUBLIC WORKS		TRAFFIC CONTROL DEVICES	3,119.50
	SNO CO PUBLIC WORKS		ARTERIAL STREET-GENL	6,098.42
103362	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	603.42
103363	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	1.34
103364	SNOPAC	ACCESS ASSESSMENT	COMMUNICATION CENTER	3,427.89
103365	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	115.27
	SOUND SAFETY		ER&R	169.73
	SOUND SAFETY		DETENTION & CORRECTION	279.45
	SOUND SAFETY	WINTER JACKETS AND TSHIRTS	ER&R	477.20
103366	SOUTHERN COMPUTER	HARD DRIVES AND PERIPHERALS	COMPUTER SERVICES	309.75
	SOUTHERN COMPUTER	LABEL PRINTER AND SCANNER	TRIBAL GAMING-GENL	340.14
	SOUTHERN COMPUTER	OFFICE PRO 2016	COMPUTER SERVICES	367.20
	SOUTHERN COMPUTER	LABEL PRINTER AND SCANNER	TRIBAL GAMING-GENL	503.56
	SOUTHERN COMPUTER	HARD DRIVES AND PERIPHERALS	COMPUTER SERVICES	761.45
103367	STAPLES	PLANNER CREDIT	OPERA HOUSE	-13.01
	STAPLES	PLANNER	OPERA HOUSE	13.01
	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	13.06
	STAPLES		UTILITY BILLING	26.11
	STAPLES		UTILITY BILLING	26.11
	STAPLES		PARK & RECREATION FAC	43.51
	STAPLES		OPERA HOUSE	50.20
	STAPLES		RECREATION SERVICES	139.22
	STAPLES		COMMUNITY DEVELOPMENT-	151.62
103368	SUPPLYWORKS	DEGREASER	ER&R	320.09
103369	SWICK-LAFAVE, JULIE	INMATE SUPPLIES	DETENTION & CORRECTION	29.38
103370	SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	92.00

DATE: 10/14/2015  
TIME: 11:30:37AM

**CITY OF MARYSVILLE  
INVOICE LIST**

PAGE: 7

**FOR INVOICES FROM 10/8/2015 TO 10/14/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103370	SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	172.50
103371	THE ESTATE OF MAUREE	UB 200780000000 4905 133RD PL	WATER/SEWER OPERATION	84.49
103372	THOMPSON, CRYSTA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103373	TOYOTA LIFT NORTH	2015 TOYOTA FORKLIFT	EQUIPMENT RENTAL	45,044.38
103374	UHLER, JENNIFER	UB 260001000000 5317 114TH PL	WATER/SEWER OPERATION	39.93
103375	UNITED LABORATORIES	OIL	ROADSIDE VEGETATION	206.28
	UNITED LABORATORIES	GRAFFITI WIPES	ROADSIDE VEGETATION	251.98
	UNITED LABORATORIES	HERBICIDE AND EARTHSMART CLEAN	ROADSIDE VEGETATION	1,852.25
103376	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	63.46
	UNITED PARCEL SERVIC		POLICE PATROL	111.28
103377	US ID MANUAL	US ID MANUAL UPDATES	GENERAL FUND	-7.26
	US ID MANUAL		POLICE PATROL	89.76
103378	VANDERWALKER,M	MILEAGE REIMBURSEMENT	POLICE ADMINISTRATION	21.82
103379	VERIZON	AMR LINES	METER READING	241.88
103380	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	112.50
	WA STATE TREASURER		GENERAL FUND	44,607.06
103381	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
103382	WEBCHECK	WEBCHECK SERVICES-SEPT 2015	UTILITY BILLING	1,449.22
103383	WESTERN FACILITIES	AIR FRESHENER	UTIL ADMIN	81.27
	WESTERN FACILITIES		MAINT OF GENL PLANT	81.27
103384	WESTERN PETERBILT	AXLE BEARINGS AND WHEEL SEALS	EQUIPMENT RENTAL	206.91
103385	WESTERN SYSTEMS	RRFB UNIT	STREET LIGHTING	3,957.33
103386	WETZEL, CARLA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103387	WILLDAN FINANCIAL	ARBITRAGE REBATE SERVICES	UTIL ADMIN	2,000.00
103388	YAKIMA COUNTY DOC	INMATE HOUSING-SEPT 2015	DETENTION & CORRECTION	12,708.30
103389	YOUNG, SHYANN MARIE	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00

WARRANT TOTAL:

**840,166.48**

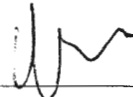
REASON FOR VOIDS:  
UNCLAIMED PROPERTY  
INITIATOR ERROR  
WRONG VENDOR  
CHECK LOST/DAMAGED IN MAIL

# *Index #4*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 26, 2015**

<b>AGENDA ITEM:</b> Amendment to the Agreement between Tulalip Tribes and the City of Marysville for Embankment Fill Construction	
<b>PREPARED BY:</b> Jeff Laycock, City Engineer	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Vicinity Map, Agreement Amendment	
<b>BUDGET CODE:</b> N/A	<b>AMOUNT:</b> N/A

**SUMMARY:**

At the July 27, 2015 City Council meeting, Council approved an agreement with the Tulalip Tribes to construct an embankment for future extension of the Harborview trail. Under the agreement the project cost was estimated at \$80,481.81. Following the execution of the original agreement the City hauled additional fill for reserves. The Tribes contractor ended up placing the additional fill resulting in an additional cost of \$9,284.79 for a total project cost of \$89,766.60. The original agreement required written approval for increased costs and is therefore subject to an amendment to the original agreement.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Amendment to the Agreement with the Tulalip Tribes.

**AGREEMENT FOR EMBANKMENT FILL AND REIMBURSEMENT FOR  
COSTS OF FILL PROJECT  
Amendment #1 to Agreement  
Between the City of Marysville and the Tulalip Tribes of Washington**

Purpose: This amendment is to increase the agreement project costs to cover additional work performed by the Tribes contractor at the request of the City on the embankment fill under the Qwuloolt Stormwater Infrastructure Revision and Embankment Project:

The agreement dated July 28th, 2015, between City of Marysville and the Tulalip Tribes of Washington, for providing construction services on the City's future trail adjacent to the Qwuloolt Project, is amended as follows:

Section 3: The cost of the Embankment Fill Project is increased by \$9,284.79, to total agreement cost of \$89,766.60.

Section 4: The amount the City of Marysville shall reimburse the Tribes for the cost of the Embankment Fill Project is increased to a total of \$89,766.60

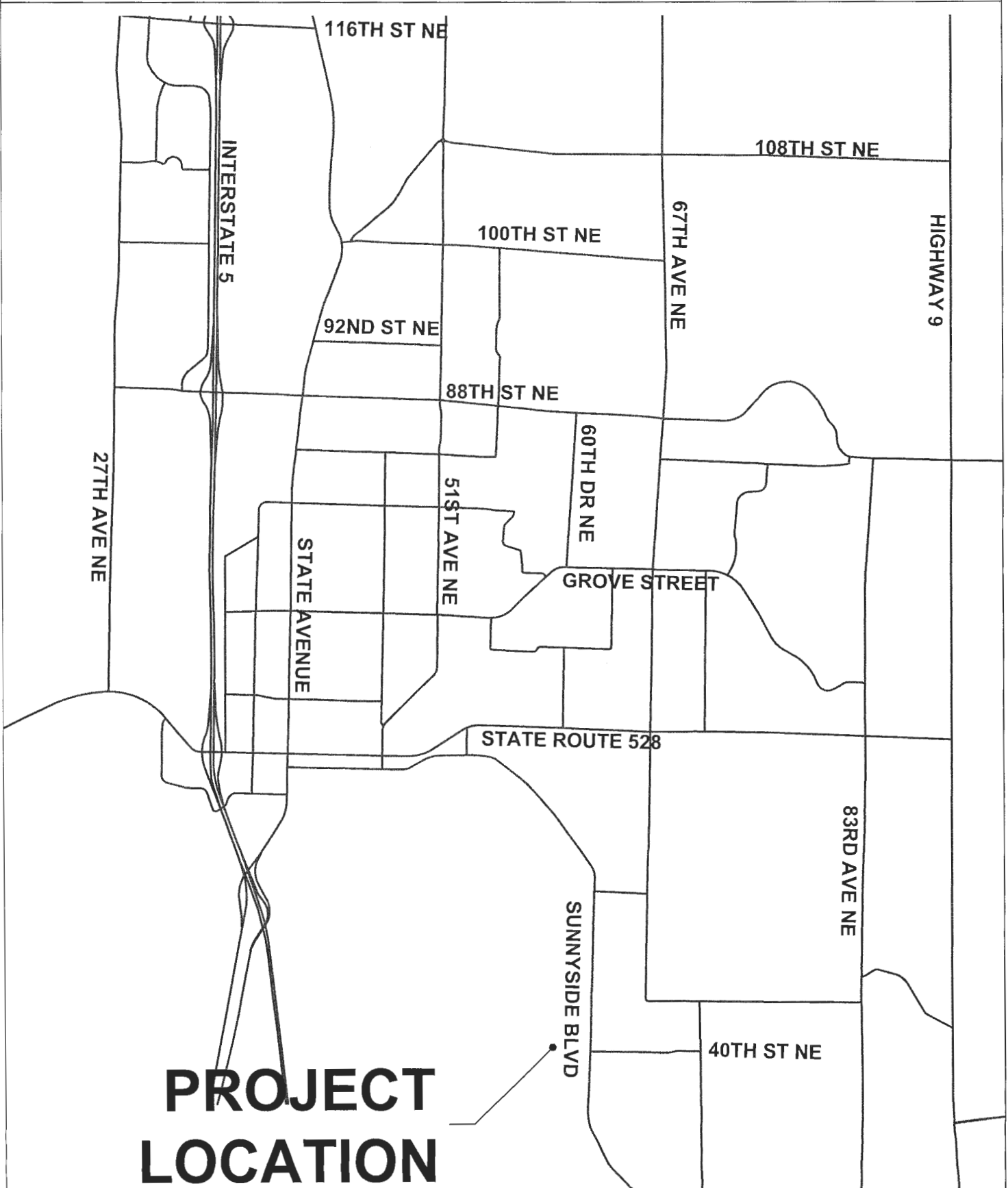
Each and every provision of the original agreement dated July 28th, 2015, shall remain in full force and effect, except as modified in the previous sections.

Dated this \_\_\_\_\_ day of October, 2015

\_\_\_\_\_  
Jon Nehring, Mayor  
City of Marysville

\_\_\_\_\_  
Mel Sheldon, Chairman  
Tulalip Tribes of Washington

# VICINITY MAP





# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 10/26/15**

<b>AGENDA ITEM:</b> Third Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities	
<b>PREPARED BY:</b> Sandy Langdon, Finance Director	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance	
<b>ATTACHMENTS:</b> Proposed Third Amendment to Agreement for Joint Operation of Fire & Emergency Medical Protection Facilities Second Amendment to Agreement for Joint Operation of Fire & Emergency Medical Protection Facilities First Amendment to Agreement for Joint Operation of Fire & Emergency Medical Protection Facilities Agreement for Joint Operation of Fire & Emergency Medical Protection Facilities dated 8/25/2003	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The proposed third amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities would amend Section 12.2 entitled “Financial Contribution By City” for the 2016 city contribution from the Fire District levy rate times the City’s assessed value to the City’s prior year’s contribution increased by 1% and the new construction.

City and Fire District 12 staff met to review the current and proposed financial contribution formulas and agreed to adjust the current formula for the 2016 contribution year.

<p><b>RECOMMENDED ACTION:</b> City staff recommends that Council approve the Mayor to sign the proposed Third Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities.</p>
---

## **THIRD AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES**

This Amendment to that certain Agreement between the parties hereto dated August 25, 2003 is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as “District 12”, and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as “City” as follows:

WHEREAS, the City completed a Fire and Emergency Medical Protection Services Study which recommended adjustment of the “Financial Contribution by City”; and

WHEREAS, the City and District 12 met to review current and proposed financial contribution formulas, and

WHEREAS, the City and District 12 recognize that the financial contribution by the City should be adjusted, NOW, THEREFORE,

The Agreement between the City and District 12 dated August 25, 2003 is hereby amended as follows:

1. Section 12.2 entitled “Financial Contribution By City” is hereby amended to read as follows:

For the period beginning January 1, 2016 to December 31, 2016 the City shall contribute to District 12 an amount calculated as follows:

The City shall contribute annually to District 12 an amount equal the prior year’s contribution multiplied by one percent (1%) plus new construction. New construction amount will be calculated by using the City’s new construction assessed value, as identified by the County Assessor for the 2016 tax year multiplied by the City’s prior year levy rate per \$1,000 of assessed value. Calculated estimates are represented in the following table.

	<b>City New Construction Assess Value</b>	<b>City's Prior Year's Levy Rate</b>	<b>Total</b>
Regular	\$90,586,184	\$2.43693992	\$220,753
EMS	\$90,586,184	\$0.42777746	\$38,751
<b>Total</b>	<b>\$90,586,184</b>	<b>\$2.86471739</b>	<b>\$259,574</b>

	<b>2015 Base</b>	<b>1%</b>	<b>New Construction</b>	<b>Total</b>	<b>Increase</b>
Regular	\$7,035,324	\$70,353	\$220,753	\$7,326,430	\$291,106
EMS	\$2,345,803	\$23,458	\$38,751	\$2,408,012	\$62,209
<b>Total</b>	<b>\$9,381,127</b>	<b>\$93,811</b>	<b>\$259,504</b>	<b>\$9,734,442</b>	<b>\$353,315</b>

The City's contribution shall be paid to District 12 in equal monthly installments.

2. The term of the third amendment to the agreement for joint operation of fire and emergency medical protection facilities will begin for the tax collection year beginning January 1, 2016 and remain in effect until December 31, 2016 or termination of the original agreement, whichever occurs first.
3. Except as provided herein, all other provisions of the agreement between the parties dated August 25, 2003 shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties have executed this Third Amendment this \_\_\_\_\_ day of October, 2015.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO. 12

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairperson

Attest:

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form:

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

\_\_\_\_\_  
Fire District Secretary

## SECOND AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES

This Amendment to that certain Agreement between the parties hereto dated August 25, 2003 is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12", and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City" as follows:

WHEREAS, the City completed a Fire and Emergency Medical Protection Services Study which recommended adjustment of the "Financial Contribution by City"; and

WHEREAS, the City and District 12 met to review current and proposed financial contribution formulas, and

WHEREAS, the City and District 12 recognize that the financial contribution by the City should be adjusted, NOW, THEREFORE,

The Agreement between the City and District 12 dated August 25, 2003 is hereby amended as follows:

1. Section 12.2 entitled "Financial Contribution By City" is hereby amended to read as follows:

For the period beginning January 1, 2015 to December 31, 2015 the City shall contribute to District 12 an amount calculated as follows:

The City shall contribute annually to District 12 an amount equal the prior year's contribution multiplied by the percent change (rounded to the nearest tenth) in levy amount calculated as if the City and District 12 were combined. The calculation will follow the Department of Revenue formula. For description purposes the calculation will begin with the combining of the prior year levy amounts for the City and District 12, as determined by the Snohomish County Assessor, to determine the "base amount". The base amount may be increased by 1% or Implicit Price Deflator (IPD), whichever is lower. In addition, new construction and state assessed property increase will be included with the assessed values for new construction multiplied by the prior year agreement levy rate and the current year's state assessed property value less last year's state assessed property value with the remainder multiplied by the prior year agreement levy rate. The agreement calculation will follow any and all limitations to property tax levies regulated by the State. Refunded amounts less than or equal to ten thousand dollars (\$10,000) may be included in the agreement levy rate. Refunded amounts over ten thousand dollars (\$10,000) will be consider by the City upon requested by District 12

**ORIGINAL**

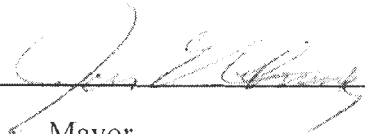
to the City's executive office. Exhibit A provides for the calculation of the City's contribution for the 2015 tax collection period. The City's contribution shall be paid to District 12 in equal monthly installments.

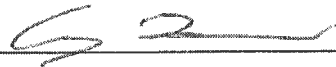
- 2. The term of the second amendment to the agreement for joint operation of fire and emergency medical protection facilities will begin for the tax collection year beginning January 1, 2015 and remain in effect until termination of the original agreement.
- 3. Except as provided herein, all other provisions of the agreement between the parties dated August 25, 2003 shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties have executed this Second Amendment this 30 day of June, 2015.

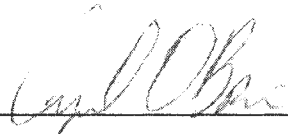
CITY OF MARYSVILLE

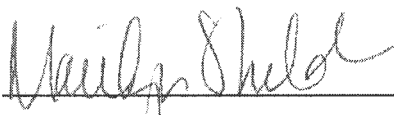
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12


  
 \_\_\_\_\_  
 Mayor

  
 \_\_\_\_\_  
 Chairperson

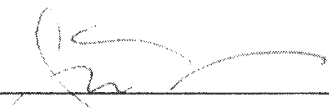
Attest:

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

  
 \_\_\_\_\_  
 Commissioner

  
 \_\_\_\_\_  
 Commissioner

Approved as to form:

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

  
 \_\_\_\_\_  
 Fire District Secretary

## EXHIBIT A

### Calculation of the City's Contribution for the 2015 Tax Collection Period

PROPERTY TAX MODEL-Fire w/MSVL AV	2012	2013	2014	2015	2016	2017
<b>ASSESSED VALUATION</b>	Actual	Actual	Actual	10/22/2014	10/23/2014	10/24/2014
<b>AV ADJUSTMENTS</b>						
Previous Year AV	1,694,902,877	6,270,690,696	5,888,528,927	6,385,411,332	7,184,856,551	7,593,099,379
Reassessment %	-11.4%	-7.4%	7.4%	11.8%	5.0%	5.0%
Reassessment Value	(193,687,653)	(461,178,569)	433,986,482	752,848,080	359,242,828	379,654,989
Appeals						
<b>Reassessed AV</b>	<b>1,501,215,224</b>	<b>5,809,512,127</b>	<b>6,322,515,409</b>	<b>7,138,259,411</b>	<b>7,544,099,379</b>	<b>7,972,754,348</b>
<b>Other AV Adjustments</b>						
New Construction	57,277,036	79,016,800	60,759,049	46,597,140	49,000,000	49,000,000
State Assessed Utilities	10,276,128		2,136,874			
Annexations	4,701,922,308					
Other Adjustments						
<b>Total Other AV Adjustments</b>	<b>4,769,475,472</b>	<b>79,016,800</b>	<b>62,895,923</b>	<b>46,597,140</b>	<b>49,000,000</b>	<b>49,000,000</b>
<b>CURRENT YEAR AV</b>	<b>6,270,690,696</b>	<b>5,888,528,927</b>	<b>6,385,411,332</b>	<b>7,184,856,551</b>	<b>7,593,099,379</b>	<b>8,021,754,348</b>
<b>BASE TAX COLLECTIONS</b>						
	2,368,537	9,406,036	8,832,793	9,015,465	9,171,410	9,325,672
Bank Increase (not to exceed 1.06)	1.01	1.01	1.01	1.01	1.01	1.01
Bank Base Collection Limit Prior to AV adj	2,392,222	9,500,096	8,921,121	9,105,620	9,263,124	9,418,929
New Construction @ Prior Levy	80,042	159,982	91,139	65,790	62,548	60,181
St. Assessed Utilities @ Prior Levy	14,360	-	3,205	-	-	-
Annexations	7,452,926					
<b>Subtotal Base Collections</b>	<b>9,939,550</b>	<b>9,660,079</b>	<b>9,015,465</b>	<b>9,171,410</b>	<b>9,325,672</b>	<b>9,479,109</b>
Refunds						
<b>Total Base Levy Collections</b>	<b>9,939,550</b>	<b>9,660,079</b>	<b>9,015,465</b>	<b>9,171,410</b>	<b>9,325,672</b>	<b>9,479,109</b>
Previous Year Levy Rate	1.397	1.500	1.500	1.412	1.276	1.228
Unlimited New Levy Rate	1.585	1.640	1.412	1.276	1.228	1.182
<b>New Base Levy (not to exceed 1.50)</b>	<b>1.5000</b>	<b>1.5000</b>	<b>1.4119</b>	<b>1.2765</b>	<b>1.2282</b>	<b>1.1817</b>
<b>Total Allowable Collections</b>	<b>9,406,036</b>	<b>8,832,793</b>	<b>9,015,465</b>	<b>9,171,410</b>	<b>9,325,672</b>	<b>9,479,109</b>
<b>EMS LEVY</b>						
Base	853,178	3,135,345	2,944,264	3,005,155	3,058,505	3,112,151
Increase (not to exceed 1.06)	1.01	1.01	1.01	1.01	1.01	1.01
EMS Collection Limit Prior to AV adj	861,710	3,166,699	2,973,707	3,035,207	3,089,090	3,143,273
New Construction @ Prior Levy	28,639	39,508	30,380	23,299	23,061	20,859
St. Assessed Utilities @ Prior Levy	5,138	-	1,068	-	-	-
Annexations	2,350,961					
<b>Subtotal Base Collections</b>	<b>3,246,447</b>	<b>3,206,207</b>	<b>3,005,155</b>	<b>3,058,505</b>	<b>3,112,151</b>	<b>3,164,131</b>
Refunds						
<b>Total 1.06 EMS Levy Collections</b>	<b>3,246,447</b>	<b>3,206,207</b>	<b>3,005,155</b>	<b>3,058,505</b>	<b>3,112,151</b>	<b>3,164,131</b>
Prior Year EMS Levy Rate	0.50	0.50	0.50	0.50	0.47	0.43
<b>EMS Levy Rate (not to exceed .50)</b>	<b>0.500</b>	<b>0.500</b>	<b>0.471</b>	<b>0.426</b>	<b>0.410</b>	<b>0.394</b>
<b>Total EMS Levy Collections</b>	<b>3,136,345</b>	<b>2,944,264</b>	<b>3,005,155</b>	<b>3,058,505</b>	<b>3,112,151</b>	<b>3,164,131</b>



LEVY RATE SUMMARY	2012	2013	2014	2015	2016	2017
Regular Levy	1.500	1.500	1.412	1.276	1.228	1.182
Total Regular Levy	1.600	1.5000	1.412	1.276	1.228	1.182
Special Levies						
EMS Levy	0.50	0.50	0.47	0.43	0.41	0.39
94 G.O. Refund	-	-	-	-	-	-
Total Special Levies	0.5000	0.5000	0.4706	0.4257	0.4099	0.3944
TOTAL LEVIES	2.000	2.000	1.883	1.702	1.638	1.576
COLLECTIONS SUMMARY	2012	2013	2014	2015	2016	2017
Regular Levy Collections						
Total Regular Levy Collections	9,406,036	8,832,793	9,054,465	9,171,110	9,325,672	9,479,109
Special Levy Collections						
EMS Levy	3,65,345	2,944,264	3,005,655	3,058,505	3,112,611	3,164,131
Voted GO Debt Service	-	-	-	-	-	-
Total Special Levy Collections	3,135,345	2,944,264	3,005,155	3,058,505	3,112,151	3,164,131
TOTAL ESTIMATED COLLECTION	12,541,381	11,777,058	12,020,620	12,229,915	12,437,823	12,643,240
		-6.1%	2.1%	1.7%	1.7%	1.7%

	Actual	Actual	Actual	Estimate	Estimate	Estimate
City Fire Payment	9,538,951	8,953,050	9,224,313	9,381,126	9,540,605	9,702,796
Fire 12 Taxes Assessed	3,006,377	2,827,493	2,900,448	2,967,343		
Total	12,545,328	11,780,543	12,124,761	12,348,469	9,540,605	9,702,796
Difference	(3,946)	(3,485)	(104,140)	(118,554)		

## FIRST AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES

This Amendment to that certain Agreement between the parties hereto dated August 25, 2003 is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City" as follows:

WHEREAS, the CITY completed annexation of an area referred to as "the Central Marysville Annexation" hereafter "CMA Annexation", on December 30, 2009; and

WHEREAS, the financial contribution formula referred to in the current agreement, when paired with a large annexation such as the CMA Annexation results in the unintended consequence of unreasonably escalating the 2011 property tax collected from both City and Fire District 12 in excess of amounts collected without annexation; and

WHEREAS, the City and District 12 recognize that the CMA annexation neither increases nor decreases the combined service area of the Marysville Fire District and both parties desire subsequent tax revenues consistent with prior year collections in addition to mutually agreed to budgetary increases allowed by law, NOW, THEREFORE,

The Agreement between District 12 and the City dated August 25, 2003 is hereby amended as follows:

1. Section 12.2 entitled "Financial Contribution By City" is hereby amended to read as follows:

For the period of January 1, 2011 to December 31, 2011 the City shall contribute to the Marysville Fire District an amount calculated as follows:

A "base amount" shall be established based on the City's 2010 contribution of \$7,709,112 and the Fire District's contribution of \$6,034,988 representing a total combined contribution of \$13,744,100. To determine the City's 2011 contribution to the Marysville Fire District this "base amount" of \$13,744,100, may be increased up to 1% by written mutual agreement of the City and Fire District. The resulting base amount will then be multiplied by the percentage of the City's 2010 assessed value to the sum of the 2010 assessed value for the Fire District and the City (where 2010 AV is the Snohomish County Assessor's 2010 AV for 2011 taxes). By way of example only, the manner in which each party's percentage share is calculated is attached and incorporated as Exhibit A. The City's contribution shall be paid to Marysville Fire District in equal monthly installments.

2. The term of the first amendment to the agreement for joint operation of fire and emergency medical protection facilities is for one year, beginning January 1, 2011 and expiring on December 31, 2011.

3. Except as provided herein, all other provisions of the agreement between the parties dated August 25, 2003 shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment this 14 day of June, 2010.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12

Dennis L. Randall

MAYOR

MRM

Chairperson

ATTEST:

Tracy [Signature]  
City Clerk

[Signature]

Commissioner

[Signature]

Commissioner

Commissioner

Approved as to form:

Grant K. Weed

City Attorney

[Signature]  
Fire District Secretary

**Exhibit A**

Using 2010 actual to apply the 2011 payment formula for example:

2010 Fire District 12 taxes received plus 2010 city payment			\$13,744,100
2010 City AV (From assessors' tax rolls)	\$4,437,265,961	56.07%	
2010 Fire District 12 AV (Avg. of EMS & Regular Levy AV) (From assessors' tax rolls)	<u>\$3,476,365,294</u>	<u>43.93%</u>	
Total combined AV of Marysville and Fire District 12	\$7,913,631,255	100.00%	
2010 City Proportionate share (\$13,744,100*56.07%)			\$7,706,317
2010 Fire District 12 Levy (\$13,744,100*43.93%)			\$6,037,783

**AGREEMENT FOR JOINT OPERATION OF  
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES**

THIS AGREEMENT is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

This agreement is entered into by the City under the authority of RCW 35A.11.040 and District 12 under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The City and District 12 previously each maintained and operated their own fire department to provide fire protection, fire suppression and emergency medical services in its respective area.

The City and District 12 determined that it is in the best interest of each of the municipal corporations to establish a Consolidated Fire Department to be operated under the control and direction of a Board of Directors as defined by this agreement.

The City and District 12 initially entered into an Agreement for Joint Operations of Fire and Emergency Medical Protection Facilities on October 16, 1991 with updates on September 15, 1993 and have now determined that further updates and revisions to the agreement are appropriate and necessary. Accordingly, the parties wish to enter into this agreement and any amendments thereto.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **DEFINITIONS.** The following terms, when used in this agreement, shall be defined as follows:
  - 1.1 "City" shall mean the City of Marysville.
  - 1.2 "District 12" shall mean Snohomish County Fire Protection District No. 12.
  - 1.3 "Department", "Fire Department" "District" or "Consolidated Fire Department" shall mean the combined operating fire departments of the City and District 12, hereinafter referred to as the "Marysville Fire District."

- 1.4 "Fire Chief" shall mean the chief of the Fire Department appointed by the Board of Directors.
- 1.5 "Board of Directors" or "Board" shall mean the joint board composed of three appointees of the City and up to six appointees of the District as further described in paragraph 4 below.
2. **TERM.** This agreement shall be effective August 1, 2003 and shall continue for a minimum term of four (4) years. In the event either party shall desire to terminate this agreement after the expiration of the term, such party shall give to the other party thirty-six (36) months' advance written notice of termination. The thirty-six (36) month period is established to provide adequate time for the Board of Directors to discontinue the joint operation and for each party to reestablish its own fire department.
3. **RENEGOTIATION OF TERMS.** With the exception of the term of this agreement provided in paragraph 2, either party that wishes to renegotiate any provision of this agreement may give to the other party twelve (12) months' written notice of such intent, setting forth the provisions to be renegotiated. The parties agree that in the event of such notice, they shall engage in good faith negotiation. This agreement may be revised at any time by agreement of the parties.
4. **BOARD OF DIRECTORS.** The operations of the Department necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of a minimum of six members, and a maximum of nine members, as defined in this agreement. The City shall appoint three members to the Board of Directors, provided that the appointees shall consist of three City Council members or two city council members and the Mayor. District 12 shall appoint no less than three and no more than six members to the Board of Directors. Provided, that the appointees shall consist of Commissioners of District 12. Pursuant to the merger of Fire District No. 20 into Fire District No. 12, District 12 will, initially, appoint 6 members to the Board of Directors and reduce its Board membership down to three in accordance with RCW 52.06.085. The Board shall have the authority to administer and manage the operations of the Marysville Fire District, all jointly owned properties and equipment and all properties and equipment of each party used by the Marysville Fire District. The Board shall have the authority and powers granted by this instrument and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of both parties. A quorum of the Board shall consist of a simple majority of the appointed members. Actions of the Board shall require the affirmative vote of the majority of the members of the Board present. The Fire Chief shall report to and operate under the supervision and control of the Board of Directors.

5. **MEETINGS OF BOARD OF DIRECTORS.** All meetings of the Board of Directors shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date and time of the regular monthly meeting of the Board of Directors shall be established by resolution of the Board.
6. **LIMITATION OF THE BOARD OF DIRECTORS.** The Board of Directors shall have no authority to modify or revise the terms of this agreement. In the event the Board of Directors shall be unable to reach an agreement on any matter before it, such matter shall be referred to the City Council and the Board of Commissioners of District 12 for resolution.
7. **CITY SERVICES.** The Board of Directors shall provide the following services within the City limits:
  - 7.1 Fire prevention services.
  - 7.2 Fire suppression services.
  - 7.3 Emergency medical services.
  - 7.4 Hazardous materials incident response services.
  - 7.5 Uniform Fire Code inspection services.
  - 7.6 Uniform Fire Code preconstruction building plan review services.
  - 7.7 Uniform Fire Code investigation services.
  - 7.8 Technical Rescue Services.
8. **DISTRICT 12 SERVICES.** The Board of Directors shall provide the following services within the boundaries of District 12.
  - 8.1 Fire prevention services.
  - 8.2 Fire suppression services.
  - 8.3 Emergency medical services.
  - 8.4 Hazardous materials incident response services
  - 8.5 Technical Rescue Services.
9. **LEVEL OF SERVICES.** Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response services shall be provided at the same level to each of the parties under the terms of this agreement. In the event of simultaneous emergencies within the City and District 12 whereby the resources of the Department are taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.

The parties recognize that Snohomish County has the statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the boundaries of District 12 rather than District 12 itself.

10. **BUDGET.** The Fire Chief shall prepare and present a proposed operating budget to the Board of Directors for the Marysville Fire District in accordance with the Budgeting, Accounting and Reporting System (BARS) established by the Washington State Auditor's Office, establishing the annual income and expense requirements of the Department and the capital expenditures required for the operation of the Department. The Board of Directors shall review the proposed budget and submit an estimate of the City's cash contribution amount to the City and the District not later than October 1 of each year. Approval of the budget shall require a majority vote of the Board of Directors. After a budget is adopted by the Board of Directors, a copy shall be submitted to the Marysville City Council and District 12 Commissioners. In the event the Board of Directors cannot agree on a Budget, the Board shall notify each of the parties to this agreement. The parties to this agreement shall negotiate a compromise on the budget or budget item(s), and shall have authority to approve such on behalf of the Marysville Fire District. In the event the parties to this agreement cannot reach a compromise, the parties agree to utilize arbitration as outlined in section 29-Dispute Resolution of this agreement.

In the event it shall be necessary, during any calendar year, for the budget to be amended, the Fire Chief shall prepare a budget amendment and submit it to the Board for review. Upon approval by the Board of Directors, the amendment shall be submitted to the governing body of each party for approval in the event the amendment shall require an additional contribution of funds by either party.

11. **SPECIAL FUND.** The Board of Directors shall create a special operating fund with the County Treasurer's office to be used for the payment of the operating costs of the Fire Department. The Board of Directors shall be responsible for the proper management and accounting of all funds coming into the possession of the Board of Directors. The financial affairs of the Board of Directors shall be conducted in accordance with applicable federal and state laws and regulations.
12. **FUNDING OF SPECIAL FUND.** Each of the parties agrees to fund the operations of the Department under the following provisions:
- 12.1 **Financial Contribution by District 12.** District 12 agrees to levy regular real property taxes, as determined by its Board of Commissioners, on taxable property located within the District. The Board of Directors shall provide sufficient funds for the following District 12 operations:



- 12.1.1 Commissioners' fees pursuant to RCW 52.14.010.
  - 12.1.2 Membership fees for state and local municipal corporation associates and commissioners' associations.
  - 12.1.3 Board of Directors' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.
  - 12.1.4 Attorneys', accountants', auditors' and investment officers' fees and costs.
  - 12.1.5 Election expenses.
  - 12.1.6 Such other reasonable and necessary expenses as may be incurred from time to time by District 12 and its Board of Commissioners that are not attributable to the operation of the Department.
- 12.2 **Financial Contribution By City.** The City shall contribute annually to the Board of Directors an amount equal to the levy rate for regular real property taxes assessed by District 12 multiplied by the total assessed value of taxable properties located within the City limits, including new construction and utilities calculated on the same basis as District 12. The City shall further contribute all other Fire Department revenues including, but not limited to, contract income, revenue received from the state for impact funds and fire fighting and emergency services, and any fees or charges for permits issued by the Fire Marshal. The contribution shall be paid to the Board of Directors in equal monthly installments.
- 12.3 **District Regular Tax Limitations.** District 12 agrees that it will not seek voter approval of the lifting of the LID limitation on its regular or emergency medical services regular real property tax levy without the consent of the City. District 12 agrees that it will not voluntarily lower its regular or emergency medical services regular real property tax levy without the consent of the City.
13. **EMPLOYMENT OF PERSONNEL.** District 12 shall be the employer of all personnel required to perform the services provided for in this agreement. The Board of Directors shall provide funds to the District to pay all wages, salaries, employment benefits, payroll taxes and any other expenses associated with the paid personnel. It is further agreed that future medical benefits required by statute to be provided to LEOFF I personnel whose employment is transferred from the City to District 12 shall be funded by the Board of Directors. District 12 assigns its authority to manage, supervise, employ, terminate and contract with employees to the Board of Directors.

14. **ASSIGNMENT OF PERSONNEL AND EQUIPMENT.** Under the provisions of the Board of Directors, the chief shall be responsible for the supervision, employment, termination, assignment and stationing of all personnel and equipment of the Department. In exercising such authority, the Fire Chief shall consult with the Board of Directors to insure that an adequate level of protection is provided within the geographical boundaries of each of the parties.
15. **FIRE CHIEF AND FIRE MARSHAL.** The City agrees that it will recognize the Fire Chief and Fire Marshal of the District as the Fire Chief and Fire Marshal of the City. The Fire Chief and Fire Marshal shall cooperate with the City building officials and the City's Director of Community Development to enforce the provisions of the Uniform Fire Code. The City agrees that all court costs and other legal costs incurred in the enforcement of the Uniform Fire Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Department. In the event the City shall be awarded its costs, attorneys' fees, penalties or fines in such enforcement action, the recovery shall remain the property of the City.
16. **PROPERTY OWNERSHIP.** Except as provided in paragraph 24, all property owned by District 12 to enable it to perform the services required under this agreement shall remain the property of District 12 in the event of the termination of this agreement. All property owned by the City to enable it to perform the services required under this agreement shall remain the property of the City in the event of the termination of this agreement. All jointly owned and jointly purchased property acquired under the terms of this agreement shall be disposed of on an equitable basis and in such manner as may be agreed upon between the City and District 12 in the event of the termination of the joint operation.
17. **MAJOR CAPITAL IMPROVEMENTS.** In the event the Board of Directors shall determine that a major capital improvement, not included in the annual budget, is necessary for the proper operation of the Department, the Board of Directors shall prepare a report and recommendation to be submitted to the legislative body of each of the parties for review. The parties agree to review any recommendation of the Board of Directors, and, if necessary, to consider the issuance and sale of general obligation bonds to fund needed capital improvements. In the event it shall be necessary to obtain voter approval to incur indebtedness or levy excess taxes, the parties agree to cooperate to jointly submit such requests to the voters of the City and District 12. In the event any such ballot measure shall be approved in one jurisdiction but not in the other, the jurisdiction in which it failed shall submit the measure at another election during the same calendar year if an election date is available. If the measure shall fail the second time, the jurisdiction submitting the measure may consider funding the improvements through any other source of funding that may be available. All funds received as a result of special levies, sale of bonds, or the like for the

benefit of the Marysville Fire District shall be tendered to the accounts of the Department as soon as practical.

18. **MAINTENANCE OF STATIONS.** The Board of Directors shall be responsible to provide for the normal maintenance and repair of all station facilities exclusively operated by the District. The Board of Directors shall enter into a use agreement with the City to provide for normal maintenance, repair and operating expenses of any jointly operated, City owned station facilities.
19. **HOLD HARMLESS.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to any activities of such party that may have occurred prior to the effective date of this agreement.
20. **INSURANCE.** The Board of Directors shall provide insurance coverage for all operations, facilities, equipment and personnel of the Department. The insurance shall include all risk property insurance, insuring District 12 and City equipment and District 12 buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000.00 per occurrence; errors and omissions insurance including civil rights coverage covering the actions of the Board of Directors and the legislative bodies of District 12 and the City; auto insurance, including comprehensive and collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,000.00 per occurrence; boiler and machinery insurance and a fidelity bond covering the actions of Department personnel. The City shall provide insurance coverage for all jointly operated city owned facilities. The Board of Directors shall furnish to District 12 and the City appropriate documentation showing that such coverage is in effect and that District 12 and the City are named insureds on the policies on or before the effective date of the joint operation. The Board of Directors is authorized, consistent with the above provisions, to contract with the Washington Cities Insurance Authority or such other insurance provider as it deems appropriate.
21. **OPERATIONAL RULES AND REGULATIONS.** The Board of Directors shall, from time to time, adopt and implement rules and regulations to govern the operations of the Department.
22. **EMPLOYMENT ON TERMINATION.** In the event, as a result of the notice of termination or expiration of this agreement, District 12 must terminate any of its employees, the City agrees that it will, if positions are available, hire the qualified employees terminated by District 12 before it employs additional personnel. Subject to the provisions of any collective bargaining agreement to which District 12 or the Board of Directors may be a party, the determination of which District 12 employees will be

terminated and employed by the City shall be negotiated by the parties. The negotiations shall take into consideration a fair and equal apportionment of the employees based on the length of service, experience, qualifications and rank of the employees.

23. **ANNUAL RETREAT.** The Board of Directors shall hold an annual retreat to review the operation of the Fire Department during the preceding year, to discuss planning, the operating budget and capital improvement budget for the following year and to review any provisions of this agreement that either party may wish to modify. This meeting shall be scheduled at an agreeable time on or before October 1 of each year. The results of the retreat may be reviewed by the Marysville City Council if desired.
24. **ANNEXATIONS.** In the event that the City, during the term of this agreement, shall, in single annexations, annex areas of District 12 that contain more than five percent (5%) of the area of District 12, the City agrees that it will not invoke the provisions of RCW 35A.14.380 and .400, as presently exists or as may be hereafter amended, relating to ownership of assets for each such annexation. District 12 agrees, during the term of this agreement, that the percentage of the assessed value of District 12 contained in each such annexation shall be cumulated and that the City shall be entitled to invoke the statutory provisions for all such prior annexations which occurred during the term of this agreement at the time of the termination of this agreement and prior agreements.
25. **NOTICES.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.
26. **SEVERABILITY.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
27. **MODIFICATION.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
28. **BENEFITS.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

29. **DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement, the parties agree that such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.
30. **PRIOR AGREEMENTS.** This Agreement is solely intended to update and replace the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated September 15, 1993

DATED THIS 25th DAY OF August, 2003

**CITY OF MARYSVILLE**

**SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO.12**

David Weiss  
Mayor

Dean Reynolds  
Chairperson

Paul E. Rohm  
Commissioner

Perry Becker  
City Clerk

Margaret N. Nottved  
Commissioner

Robertson Smith  
Commissioner

Donna M. Wiegert  
Commissioner

Paul G. King  
Commissioner

Approved  
ATTEST AS TO FORM:

Grant K. Weed  
City Attorney

Amy Conn  
Fire District Secretary

# *Index #6*

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

**CITY COUNCIL MEETING DATE: October 26, 2015**

AGENDA ITEM: PA 12014 – Lakewood Station  Ordinance Affirming the Recommendation of the Hearing Examiner for the Lakewood Station Binding Site Plan and Site Specific Rezone, Amending the Official Zoning Map of the City, and Repealing Ordinance No. 2929	AGENDA SECTION: New Business	
PREPARED BY:  Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENTS:  Adopting Ordinance, including: <ul style="list-style-type: none"> <li>• <b>Exhibit A</b> – Hearing Examiner Recommendation</li> <li>• <b>Exhibit B</b> – Ordinance 2929</li> <li>• <b>Exhibit C</b> – Revised Rezone Boundary Map</li> </ul>		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

Marysville City Council adopted Ordinance No. 2929 on June 10, 2013 affirming the recommendation of the Hearing Examiner for the Lakewood Station Binding Site Plan and Site Specific Rezone, increasing the acreage of Mixed Use zoning from 13 to approximately 16.6 acres, and amending the official zoning map of the City.

Based on comments from Washington State Department of Transportation (WSDOT), during the review and approval process, to not allow construction of a signal at the intersection of 172<sup>nd</sup> Street NE (SR 531) and 25<sup>th</sup> Avenue NE, the road network system for the project was shifted to the west, realigning 25<sup>th</sup> Avenue NE and constructing a roundabout at approximately the 2300 Block of 172<sup>nd</sup> Street NE (SR 531) that requires altering the boundaries of the site specific rezone approved by Ordinance No. 2929.

The amended rezone boundary includes approximately 15.3-acres of Mixed Use zoning excluding right-of-way, compared to 16.6-acres of MU zoning approved by Ordinance No. 2929, as reflected in **Exhibit C** of the attached Ordinance.

The attached Ordinance would repeal Ordinance No. 2929 and adopt the amended boundaries of Mixed Use zoning for the Lakewood Station Binding Site Plan based on the realigned road network.

**RECOMMENDED ACTION:**

Affirm the recommendation of the Hearing Examiner for the Lakewood Station Binding Site Plan and site specific rezone and authorize the Mayor to sign the ordinance amending the official zoning map of the City, and repealing ordinance No. 2929.

**COUNCIL ACTION:**



**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AFFIRMING THE RECOMMENDATION OF THE HEARING EXAMINER FOR THE LAKEWOOD STATION BINDING SITE PLAN AND SITE SPECIFIC REZONE, AMENDING THE OFFICIAL ZONING MAP OF THE CITY, AND REPEALING ORDINANCE NO. 2929.**

WHEREAS, Smokey Point Commercial, LLC, submitted a Binding Site Plan (BSP) and concurrent Rezone application proposing to subdivide 39.4-acres of property into 11-lots and construct between 170,000 – 290,000 SF of commercial space and approximately 350 multi-family units and concurrently Rezone a portion of the property in order to increase the acreage of Mixed Use zoning from 13-acres to approximately 16.6-acres, with the remaining acreage to retain General Commercial zoning; and

WHEREAS, following notice as required by law, the Hearing Examiner held a public hearing on the BSP and concurrent Rezone application on March 28, 2013 and adopted Finding and Conclusions approving the preliminary BSP request, subject to twelve (12) conditions, and recommended approval of the Rezone request to Marysville City Council, as set forth in the attached **Exhibit A**; and

WHEREAS, Marysville City Council held a public meeting on said rezone on June 10, 2013 and concurred with the Findings, Conclusions and Recommendation of the Hearing Examiner, adopting Ordinance No. 2929 amending the official zoning map of the City, as set forth in the attached **Exhibit B**; and

WHEREAS, based on comments from Washington State Department of Transportation (WSDOT), during the review and approval process, to not allow construction of a signal at the intersection of 172<sup>nd</sup> Street NE (SR 531) and 25<sup>th</sup> Avenue NE, the road network system for the project was shifted to the west, realigning 25<sup>th</sup> Avenue NE and constructing a roundabout at approximately the 2300 Block of 172<sup>nd</sup> Street NE (SR 531) that requires altering the boundaries of the site specific rezone approved by Ordinance No. 2929;

WHEREAS, the amended rezone boundaries includes approximately 15.3-acres of Mixed Use zoning excluding property right-of-way, as set forth in the attached **Exhibit C**, compared to 16.6-acres of the site specific rezone approved by Ordinance No. 2929.

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

Section 1. The Findings, Conclusions and Recommendation of the Hearing Examiner, as set forth in the attached **Exhibit A**, are hereby approved and adopted by this reference, and the City Council hereby finds as follows:

- (1) The rezone is consistent with the purposes of the Marysville Comprehensive Plan;
- (2) The rezone is consistent with the purpose of Title 22 MMC;
- (3) There have been significant changes in the circumstances to warrant the rezone; and

(4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the rezone.

Section 2. The areas depicted in attached **Exhibit C** are hereby rezoned from General Commercial to Mixed Use.

Section 3. The zone classification for the property depicted in attached **Exhibit C** shall be perpetually conditioned upon strict compliance with the conditions of the preliminary BSP as provided in the Findings, Conclusions and Recommendation of the Hearing Examiner, as set forth in the attached **Exhibit A**. Violation of any condition of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City of Marysville.

Section 4. The official zoning map of the City of Marysville is hereby amended to reflect the reclassification of the property from the zoning designation General Commercial to Mixed Use as depicted in **Exhibit C**.

Section 5. Ordinance No. 2929 is hereby repealed in its entirety.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
APRIL OBRIEN, DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

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

Effective Date: \_\_\_\_\_

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

**Preliminary Binding Site Plan Decision/Rezone Recommendation**

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**APPLICANT:** Smokey Point Commercial, LLC  
**FILE NO.:** PA12014  
**LOCATION:** North of 172<sup>nd</sup> Street NE (SR 531) east and west of 25<sup>th</sup> Avenue NE  
2609 172<sup>nd</sup> St NE, Marysville, WA 98270  
**APPLICATION:** Preliminary Binding Site Plan and concurrent Rezone in order to subdivide 39.4 acres into 11 lots and construct between 170,000 – 290,000 square feet of commercial space and approximately 350 multifamily dwelling units.

**SUMMARY OF DECISION:**

**Staff Recommendation:** Approve the Preliminary Binding Site Plan request, with conditions  
Recommend Approval of the Rezone request to the Marysville City Council

**Hearing Examiner Decision:** Approve the Preliminary Binding Site Plan request, with conditions  
Recommend approval of the Rezone request to the Marysville City Council

**PUBLIC HEARING:**

After reviewing the official file, which included the Marysville Community Development Department Staff Recommendation; and after visiting the site, the Hearing Examiner conducted a public hearing on the request for the Preliminary Binding Site Plan and concurrent Rezone. These are two separate requests for which the hearing was held concurrently and for which the Hearing Examiner will issue a decision on the Preliminary Binding Site Plan and a recommendation to the City Council on the Rezone. The combined hearing on the Preliminary Binding Site Plan and the Rezone was opened at 7:15 p.m., March 28, 2013, in the Council Chambers, Marysville, Washington, and closed at 8:28 p.m. Participants at the public hearing included representatives of the City of Marysville, the applicant, and neighborhood residents, and are listed below and in the minutes of the hearing. E-mail correspondence from the Washington State Department of Transportation was submitted for the record. A verbatim

recording of the hearing and summary minutes are available in the Community Development Department. A list of exhibits offered and entered into the record at the hearing and a list of parties of record are attached at the end of this report.

**HEARING COMMENTS AND TESTIMONY:**

The Hearing Examiner noted for the record that the issue under consideration is the combined application for a Preliminary Binding Site Plan and a Rezone. Substantive issues related to the Marysville Municipal Code (MMC) are as follows:

1. MMC 22G.100 sets forth the factors to be considered in review of a proposed binding site plan, and provides for the process to include a public hearing before the hearing examiner
2. MMC 22G.010.420 sets forth the criteria applicable to a request for a zone reclassification
3. MMC 22G.010.430(2) provides for a concurrent process for a preliminary binding site plan and a rezone

Testimony was provided by the City of Marysville, the applicant and neighborhood residents. A summary of the testimony is as follows:

**City of Marysville, Community Development Department – Chris Holland, Planning Manager**

Mr. Holland reviewed the applicant's current request and the history of the proposed Preliminary Binding Site Plan and Rezone as summarized here and documented in the Staff Recommendation (Exhibit 69):

- A Rezone is requested to adjust the zoning boundaries on the subject 39.4 acre site to increase the acreage of the Mixed Use (MU) zoning by 3.6 acres, resulting in approximately 16.6 acres of MU zoning, with the balance of the 22.8 acres being zoned General Commercial (GC).
- A Preliminary Binding Site Plan is requested to define the proposed site development layout and plan for utilities, access and circulation, subject to conditions and allowing for design flexibility to address emerging issues and refinements prior to the administrative issuance of a Final Binding Site Plan.
- A Mitigated Determination of Non-Significance (MDNS) was issued on February 25, 2013, with 20 conditions intended to mitigate potential adverse environmental impacts. The MDNS appeal period ended on March 4, 2013 with no comments or appeals.
- Mr. Holland entered into the record, Exhibits 70 – 76 that document correspondence with the Washington State Department of Transportation (WSDOT), adopted land use and transportation plan maps, and a memorandum to the Hearing Examiner regarding 172<sup>nd</sup> Street NE and 25<sup>th</sup> Avenue NE.
- Mr. Holland noted that WSDOT had not provided comments regarding the SEPA threshold determination, the appeal period for which ended on March 4, 2013. WSDOT is now requesting widening of 172<sup>nd</sup> Street NE (SR 531) from 5 to 8 lanes, and disallowing a proposed traffic signal at 25<sup>th</sup> Avenue NE due to signal spacing standards that require .5 mile spacing between signals.

- While the spacing between the existing signal at 27<sup>th</sup> Avenue NE and the proposed signal at 25<sup>th</sup> Avenue NE – which is an existing street that would be improved with redevelopment of the site – does not meet WSDOT spacing standards, traffic impact analysis conducted for the proposed development demonstrated adequate level of service along 172<sup>nd</sup> Street NE would be maintained with the signal as proposed at 25<sup>th</sup> Avenue NE.
- Mr. Holland acknowledged that WSDOT must approve any roadway channelization and signalization plans, and pointed out the City of Marysville’s adopted plans that call for the build-out of 25<sup>th</sup> Avenue NE as a north-south arterial. The intersection of 25<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE warrants appropriate traffic control. The specific width and channelization of 172<sup>nd</sup> Street NE and the location of the intersection and the type of traffic control at 25<sup>th</sup> Avenue NE may be subject to negotiations with WSDOT. Mr. Holland expressed that MDNS condition #8 provides the necessary flexibility to design 172<sup>nd</sup> Street NE to meet WSDOT specifications. In Exhibit 76, Mr. Holland offered alternate language to MDNS Condition NO. 14 that would accommodate alternate traffic control such as a roundabout at the 25<sup>th</sup> Avenue NE/172<sup>nd</sup> Street NE intersection.
- Staff recommends the Hearing Examiner approve the proposed Preliminary Binding Site Plan request, and recommend approval to the City Council of the proposed Rezone, subject to conditions as provided in the staff recommendation.

**Applicant – Dan Eernisse**

As a representative of the applicant Mr. Eernisse reviewed the evolution of the proposed Preliminary Binding Site Plan and Rezone, and acknowledged ongoing conversations with the neighbors regarding specific site and building design concerns and with the Washington State Department of Transportation regarding the location and traffic control for NE 25<sup>th</sup> Street and 172<sup>nd</sup> Avenue NE intersection. Mr. Eernisse requested the Hearing Examiner approve the Preliminary Binding Site Plan and Rezone request, and concurs with the conditions of approval recommended by staff.

**Public Comment**

- Peter Cowley. Concerned that the neighborhood received inadequate notice regarding the SEPA threshold determination, noting that signs posted on the site had fallen down and that mailed notice arrived only 5 days prior to the end of the SEPA comment/appeal period. Expressed concerns about drainage, noise impacts, increases in traffic, and the height of proposed apartment buildings, and offered that roadway infrastructure be expanded to address projected traffic volume.
- Julie Workman. Member of the Lakewood Homeowners Association. Commented about inadequate and untimely notice, traffic impacts, and the height of future apartment buildings adjacent to the single family neighborhood.
- Kermit (Rob) Metcalf. Adjacent property owner to the north. Supports the proposal and requests that utilities be designed in such a way so as to allow for extensions beyond the site to serve potential future development.

**WRITTEN COMMENTS:**

No written comments were to the record at the public hearing, other than those introduced by Mr. Holland. However Mr. Cowley introduced 5 photographs that are included collectively in the record as Exhibit 77.

**FINDINGS, CONCLUSIONS AND DECISION/RECOMMENDATION:**

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

**A. FINDINGS AND CONCLUSIONS:**

1. The information contained in the Community Development Department Staff Recommendation (Exhibit 69) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and is by this reference adopted as portion of the Hearing Examiner's findings and conclusions. A copy of the Staff Recommendation is available in the Marysville Community Development Department.
2. The minutes of the hearing are an accurate summary of the testimony offered at the hearing and are by this reference entered into the official record.
3. Specific Findings and Conclusions with respect to the Preliminary Binding Site Plan and Rezone are as follows:
  - a. FINDINGS:
    - Reconfiguration of the zoning (Rezone) for the Mixed Use (MU) component of the site plan provides for multi-family housing opportunities at a suitable location and provides for a transition from commercial uses to adjacent residential development.
    - Per MMC 22G.100.110, approval of the Preliminary Binding Site Plan constitutes authorization for the applicant to take the necessary steps to meet the conditions imposed by the City before commencing the final binding site plan review process.
    - A mitigated determination of non-significance (MDNS) was issued by the City of Marysville on February 15, 2013, with 20 conditions or mitigation measures. The MDNS was subject to a 15-day comment/appeal period that expired on March 4, 2013. Public Notice for the SEPA threshold determination and the open record public hearing for the proposed Preliminary Binding Site Plan and concurrent Rezone was provided in accordance with MMC 22E.030.120 and MMC 22G.010.110.
    - The City received no timely comments or appeals of the MDNS.
    - Per MMC 22E.030.090(5)(c). Mitigation measures identified in an MDNS are considered conditions of permit approval.
    - MDNS Condition No. 8 provides for the necessary right-of-way for 172<sup>nd</sup> Street NE (SR 531) to be approved by WSDOT and the City Engineer prior to civil construction plan approval.

- MDNS Condition No. 14, as proposed to be amended per Exhibit 76 provides reasonable flexibility for the parties (City of Marysville, applicant, WSDOT) to determine to their mutual satisfaction the location and traffic control measures for the proposed roadway intersection of 172<sup>nd</sup> Street NE at 25<sup>th</sup> Avenue NE.
- Exhibit 73 – City of Marysville Comprehensive Plan Land Use Map identifies General Commercial, Mixed Use and Multi-Family as the predominant planned land uses in the Lakewood neighborhood. Exhibit 75 – City of Marysville Transportation Element plan for Connector Roads identifies a southward extension of 25<sup>th</sup> Avenue NE across 172<sup>nd</sup> Street NE. Together, these two exhibits provide a clear indication of the City of Marysville intent for an integrated land use and transportation plan that includes an intersection on 172<sup>nd</sup> Street NE that would be located at the approximate existing southern terminus of 25<sup>th</sup> Avenue NE. Plans do not specify what, if any traffic control mechanism would be appropriate for that intersection.
- Exhibit 72 expresses the WSDOT disapproval of a proposed signalized intersection at 172<sup>nd</sup> Street NE (SR 531) and 25<sup>th</sup> Avenue NE due to the close spacing (680 feet) from the existing signalized intersection at 27<sup>th</sup> Avenue NE. WSDOT standards provide for .5 mile spacing on highways of the classification of 172<sup>nd</sup> Street NE, with a possible reduction to .25 mile spacing under certain conditions. WSDOT proposes that a signalized intersection could be permitted on the western edge of the property, or, a roundabout could be allowed at 25<sup>th</sup> Avenue NE if feasible.
- An alternate location for a signalized intersection at the western edge of the property would not be supported by the City of Marysville, as articulated in a City of Marysville memorandum to the Hearing Examiner - Exhibit 76.
- Exhibit 76 provides alternate language for MDNS Condition No. 14 regarding the 25<sup>th</sup> Avenue NE/172<sup>nd</sup> Street NE intersection that the City believes would be satisfactory to WSDOT.
- As of the close of the public hearing on March 28, the Hearing Examiner was not aware of a response from WSDOT of the City's proposed alternate language to MDNS Condition No. 14.
- Site-specific design and development approval will occur in the Final Binding Site Plan. Conversations and negotiations with adjacent property owners regarding issues of concern identified at the public hearing, such as utility location, building height, fence height and materials, traffic and noise mitigation and others that may emerge will be addressed as administrative decisions, in accordance with MMC 22G.100.
- Per MMC 22G.010.170(3)(a-e) the Hearing Examiner finds the proposal, as conditioned, is consistent with adopted development codes, plans and regulations.

- Per MMC 22G.010.420 the Hearing Examiner finds the proposal complies with the criteria for approval of a Rezone, and incorporates the request for a street vacation of 25<sup>th</sup> Avenue NE in the recommendation to the City Council.

b. **CONCLUSIONS:**

- Staff recommended MDNS conditions adequately mitigate identified potential adverse environmental impacts of the proposal.
- MDNS Condition No. 14 is hereby amended per Exhibit 76 and incorporated in Section B below.
- Staff recommended conditions for the Preliminary Binding Site Plan adequately address site specific development conditions.
- The applicant has satisfactorily demonstrated that the proposal is consistent with the Comprehensive Plan and has addressed the criteria for approval of a zone reclassification (Rezone) MMC 22G.010.420.

**B. DECISION ON PRELIMINARY BINDING SITE PLAN/RECOMMENDATION FOR REZONE:**

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner APPROVES the Preliminary Binding Site Plan request, and RECOMMENDS APPROVAL of the Rezone request with conditions per the staff recommendation for the Preliminary Binding Site Plan/Concurrent Rezone and the SEPA MDNS mitigation as follows:

PRELIMINARY BINDING SITE PLAN/CONCURRENT REZONE

1. The preliminary Binding Site Plan (BSP) received by the Community Development Department on March 1, 2013 (Exhibit 66) shall be the approved preliminary BSP layout.
2. The Rezone proposal identifying the revised boundary between MU zoning and GC zoning received by the Community Development on March 1, 2013 (Exhibit 67) shall be the zoning configuration recommended to the City Council for approval. This recommendation for Rezone approval includes the request for street vacation of 25<sup>th</sup> Avenue NE.
3. Project design shall comply with the condition of the Comprehensive Plan Map Amendment and concurrent rezone Ordinance No. 2755, requiring two (2) east-west road connections, one located at approximately the 17300 Block and the other located at approximately the 17500 Block.
4. All power lines, telephone wires, television cables, fire alarm systems and other communication wires, cables or lines shall be placed underground either by direct burial or by means of conduit or ducts providing service to each building.
5. A six (6) to eight (8) foot CMU wall shall be installed along the east perimeter of the development from 173<sup>rd</sup> Street NE to the northeast property corner, separating the multi-family and commercial uses from the Lakewood Commons single-family condominium development. This detail shall be provided on the on the civil construction, and/or architectural plans.



6. The following design elements shall be incorporated into the commercial portion of the BSP:
- a. Public entrances for the buildings located along 25<sup>th</sup> Avenue NE, 27<sup>th</sup> Avenue NE, 172<sup>nd</sup> Street NE (SR 531) and 173<sup>rd</sup> Street NE shall be visible and accessible from public streets and sidewalks. Preferably these access ways should be separated from the parking and drive aisles. If access traverses the parking lot, then it should be raised and clearly marked.
  - b. Pedestrian-oriented space shall be required at intersections and street corners leading directly to a building entry or entries, such as:
    - i. Pedestrian access to the abutting structures from the street;
    - ii. Paved walking surfaces of either concrete or approved unit paving;
    - iii. Pedestrian scaled lighting (no more than 15' in height) at a level averaging at least 2 foot candles throughout the space;
    - iv. Landscaping components that add seasonal interest to the space;
    - v. Pedestrian amenities, such as a water feature, drinking fountain, tables, and/or distinctive paving or artwork.
    - vi. A pedestrian-oriented building façade.
    - vii. If providing pedestrian oriented space is not feasible or desirable per the director, consider the following:
      - A. Install substantial landscaping (at least 30 x 30' or 900 SF of ground surface area with trees, shrubs, and or groundcover). 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).
      - B. Other treatments will be considered by the Director, provided they meet the intent of the standards and guidelines outlined above.
  - c. Blank walls shall not be allowed on elevations facing a public or private road. A blank wall is a ground floor wall, or portion of a ground floor wall, over 4' in height having a horizontal length greater than 15' that does not include a transparent window or door, or, any portion of a ground floor wall having a surface area of 400 SF or greater that does not include a transparent window. Design Treatments to eliminate blank walls shall include, but shall not be limited to:
    - i. Transparent windows or doors;
    - ii. Display windows;
    - iii. 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

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- areas shall include planting materials that are sufficient to obscure or screen at least 60% of the wall's surface within 3 years;
- iv. Installing vertical trellis in front of the wall with climbing vines or plant materials sufficient to obscure or screen at least 60% of the wall's surface within 3 years. For large areas, trellises should be used in conjunction with other blank wall treatments.
  - v. Other methods such as murals or special building material treatments that meet the intent of the standards outlined above may be approved by the director.
- d. Street furniture, including the following elements, shall be provided and strategically located throughout:
- i. Trash Receptacles: Ironsites Series S-20 as manufactured by Victor Stanley; Powdercoating Victor Stanley, or comparable.
  - ii. Ash Urn: Ironsites Series S-20 as manufactured by Victor Stanley; Powdercoating Victor Stanley, or comparable.
  - iii. Benches: Victor Stanley RB-28 steel sides bench or Timber Form Renaissance Model 2806-5, 5'-1" length with arm rest; Powdercoat over galvanized zinc, or comparable.
- e. Plazas and gathering places for relaxing, eating, socializing and recreating shall be provided and designed, as follows:
- iv. Sized between 5,000 to 10,000 SF.
  - v. Able to serve as a center for daily activities.
  - vi. Paving should be unit pavers or concrete with special texture, pattern, and/or decorative features.
  - vii. Pedestrian amenities should be provided, including features such as seating, plants, drinking fountains, artwork, and such focal points as sculptures or water features.
7. Detailed recreational site amenities and boundaries of proposed recreational facilities shall be provided on the civil construction, architectural, or landscape plans for the multi-family portion of the site in accordance with MMC 22C.020.270 & MMC 22C.020.280. Recreational amenities shall be reviewed and approved by the Parks Director.
8. A detail of the bicycle parking spaces shall be provided on the civil construction or architectural plans, and designed in accordance with MMC 22C.130.060.
9. A lighting plan and details for parking lot illumination locations, materials and fixture design shall be provided on the civil construction or architectural plans. Lighting shall comply with the following design standards:
- a. 25' maximum height.

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- b. Fixtures shall be full cut-off, dark sky rated, with lower fixtures preferable so as to maintain a human scale.
  - c. Parking lot lighting shall be designed to provide security lighting to all parking spaces.
  - d. Lighting shall be shielded in a manner that does not disturb residential uses or pose a hazard to passing traffic. Lighting should not be permitted to trespass onto adjacent private parcels nor shall light source (luminaire) be visible at the property line.
  - e. Fixture design shall incorporate unique design features that coincide with the architectural design of the development.
  - f. Pedestrian scale lighting (light fixtures no taller than 15') is required in areas of pedestrian activity. Lighting shall enable pedestrians to identify a face 45' away in order to promote safety.
  - g. Exterior lighting shall be part of the architectural concept. Lighting shall enhance the building design and adjoining landscaping. It should provide adequate lighting to ensure safety and security, and enhance and encourage evening activities. In addition, the following shall be addressed:
    - i. The site plan shall identify lighting equipment and standards. Uplighting on trees and provisions for seasonal lighting are encouraged.
    - ii. Accent lighting on architectural and landscape features is encouraged to add interest and focal points.
10. Prior to civil construction plan approval, a detailed landscaping plan depicting all of the applicable elements outlined in MMC 22C.120.030 will be required to be submitted for review and approval. The landscape plan shall incorporate the following design elements, as outlined in Chapter 22C.120 MMC:
- a. All landscaped areas shall be provided with an irrigation system or a readily available water supply with at least 1 outlet located within 50' of all plant material.
  - b. Water conservation measures shall be applied as outlined in MMC 22C.120.050.
  - c. The proposed and existing residential structures shall be buffered from commercial structures and adjoining parking lots by use of vegetation, landscaping, fencing, walls, berms or other similar methods which are deemed under the circumstances to create effective and aesthetically pleasing screens or buffers between such diverse land uses.
  - d. Site development shall be sensitive to the preservation of native trees, where applicable.
  - e. A 20' L1 landscape buffer, plus a quality 6' minimum height, sight-obscuring fence or wall, is required to be installed to create a buffer between the

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- commercial portion of the site and the existing single-family residential properties.
- f. A 10' L1 landscape buffer, plus a quality 6' minimum height, sight-obscuring fence or wall, is required to be installed to create a buffer between the multi-family portion of the site and the existing single-family residential properties.
  - g. A 10' L2 landscape buffer, plus a quality 6' minimum height, sight-obscuring fence or wall, is required to be installed to create a buffer between the commercial portion of the site and the proposed multi-family residential properties.
  - h. A 15' L3 landscape buffer is required between off-street parking and drive-aisles and 172<sup>nd</sup> Street NE (SR 531).
  - i. A 10' L3 landscape buffer is required between off-street parking and drive-aisles and 27<sup>th</sup> Avenue NE, 25<sup>th</sup> Avenue NE, 173<sup>rd</sup> Street NE and 174<sup>th</sup> Street NE.
  - j. The development shall create a well-defined streetscape to allow for the safe movement of pedestrians. Whenever possible, building setbacks shall be minimized and parking and drive-through passageways shall be relegated to the side and rear of buildings.
  - k. Attractive landscape transition to adjoining properties shall be provided.
  - l. Where buildings are not located along the street frontages, enhanced landscaping shall be required in order to create an attractive street edge.
  - m. Ten (10%) percent of the required parking areas shall be landscaped with L4 landscaping, provided that:
    - i. No parking stall shall be located more than 45' from a landscaped area;
    - ii. All landscaping must be located between parking stalls, at the end of parking columns, or between stalls and the property line;
    - iii. All individual planting areas within parking lots shall be planted with at least one tree, be a minimum of 5' in width and 120 SF in size, and in addition to the required trees, shall be planted with a living groundcover;
    - iv. All landscaped areas shall be protected from vehicle damage by a 6" protective curbing. Wheel stops may be substituted when required to allow storm water to pass.
    - v. A minimum 2' setback shall be provided for all trees and shrubs where vehicles overhang into planted areas.
  - n. Pursuant to MMC 22C.130.050(6), screening in the form of a solid masonry wall, architectural fence or dense coniferous hedge shall be effected or planted and maintained to a height of not less than 5' where a parking lot has a common boundary line with any residentially developed property.
  - o. Street trees are required to be planted along all public streets and access roads/easements and comply with the following:

- i. Street trees shall be planted between the curb and the walking path of the sidewalk. Either 5' x 5' pits with tree grates or a continuous planting strip with groundcover that is at least 5' wide may be used. Where planting strips are not incorporated into the design, street trees shall be located behind the sidewalk.
  - ii. Street trees shall meet the most recent ANSI standards for a 1 ½" caliper tree at the time of planting, and shall be spaced to provide a continuous canopy coverage within 10-years.
  - p. Utility meters, electrical conduit, and other service utility apparatus 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, or shared auto courtyards, they shall be screened with vegetation or by architectural features.
  - q. Additional landscaping design standards related to site and building design are outlined in MMC 22C.020.250.
11. The following calculations and design elements for storage space and collection points for recyclables shall be provided on the civil construction or architectural plans and approved by the Sanitation Division:
- a. Residential:
    - i. 1 ½ SF per dwelling unit.
    - ii. The storage area shall be dispersed in collection points throughout the site.
    - iii. Minimum of 1 collection point for every 30 dwelling units.
    - iv. Collection points may be located within residential buildings, in separate buildings/structures without dwelling units, or outdoors.
    - v. Collection points located in separate buildings/structures or outdoors shall be no more than 200' from a common entrance of a residential building.
    - vi. Collection points shall be located in a manner so that hauling trucks do not obstruct pedestrian or vehicle traffic on-site, or project into any public right-of-way.
  - b. Commercial:
    - i. 5 SF per every 1,000 SF of commercial GFA.
    - ii. Storage space may be allocated to a centralized collection point.
    - iii. Outdoor collection points shall not be located in any required setback areas.
    - iv. Collection points shall be located in a manner so that hauling trucks do not obstruct pedestrian or vehicle traffic on-site, or project into any public right-of-way.

- v. Access to collection points may be limited, except during regular business hours and/or specified collection hours.
- c. Generally:
  - i. Dimensions of the collection points shall be of sufficient width and depth to enclose containers for recyclables.
  - ii. Architectural design of any structure enclosing an outdoor collection point, or any building primarily used to contain a collection point, shall be consistent with the design of the primary structure(s) on the site.
  - iii. Collection points shall be identified by signs not exceeding 2 SF.
  - iv. A 6' wall or fence shall enclose any outdoor collection point.
  - v. Enclosures for outdoor collection points and buildings used primarily to contain a collection point shall have gate openings at least 12' wide for haulers. In addition, the gate opening for any building or other roofed structure used primarily as a collection point shall have a vertical clearance of at least 12'.
  - vi. Weather protection of recyclables shall be ensured by using weather-proof containers or by providing a roof over the storage area.
- 12. The following solid waste details will be required to be provided on the civil construction, architectural, or landscape plans:
  - 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:
    - i. 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 L1, L2, L3, or L4 Landscaping at least 5' deep in visible locations, as determined by the director, to soften the views of the screening element and add visual interest.
    - ii. Preferably, service enclosures are integrated into the building itself.

#### SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE

A Mitigated Determination of Non-Significance (MDNS) was issued on February 15, 2013. The following mitigation measures are imposed to minimize the probable significant adverse environmental impacts of the proposed Preliminary Binding Site Plan and concurrent Rezone for Lakewood Station (Note Amended Condition No. 14):

1. The applicant/contractor shall adhere to the recommendation outlined in Geotechnical Engineering Study, prepared by Earth Solutions NW, LLC, dated May 21, 2012, or as amended.
2. *Prior to civil construction plan approval*, the applicant shall submit a more detailed noise analysis in order to determine the extent of required mitigation, as recommended in the preliminary noise analysis, prepared by The Greensbusch Group, Inc., dated December 5, 2012. This noise analysis shall include, but not be limited to, a review of any external mechanical equipment, delivery and loading areas, parking lot traffic, street sweeping lot parking lots, as well as recommendations to mitigate any noise impacts the proposed commercial development will have on the adjacent single-family (existing) and multi-family (proposed) properties.
3. The applicant shall be required to replace the off-site stormwater culvert under 172<sup>nd</sup> Street NE, which is located at 2131 172<sup>nd</sup> Street NE. Additionally, the applicant shall be required to analyze the peak flows for this system to ensure that the new culvert and existing ditch can convey developed peak flows.
4. The applicant shall obtain all necessary state and federal authorizations for wetland impacts prior to beginning any ground disturbing activities within the wetland areas or associated buffers.
5. The existing on-site sewage system(s) shall be abandoned by having the septic tank(s) pumped by a certified pumper, then having the top of the tank removed or destroyed and filling the void (WAC 246-272A-0300). Documentation demonstrating completion of this work shall be submitted *prior to final BSP approval*.
6. The existing on-site well(s) shall be decommissioned in accordance with WAC 173-160-381. A copy of the well contractor's decommissioning report(s) shall be submitted *prior to final BSP approval*.
7. A street vacation for 25<sup>th</sup> Avenue NE shall be required to be approved by Marysville City Council in accordance with Chapter 12.32 MMC. The street vacation shall be reviewed by Marysville City Council concurrently with the Hearing Examiner's Recommendation on the proposed rezone.
8. Public right-of-way (ROW) shall be dedicated along 172<sup>nd</sup> Street NE (SR 531) in order to accommodate the 90' principal arterial 5-lane public ROW section (EDDS SP3-201-002), in accordance with MMC 12.02A.110(1)(c), unless additional ROW is required to be dedicated by Washington State Department of Transportation (WSDOT). The City Engineer and WSDOT shall review and approve the required ROW dedication, *prior to civil construction plan approval*.
9. Thirty-feet (30') of public ROW shall be dedicated along 174<sup>th</sup> Street NE, west of 25<sup>th</sup> Avenue NE, in order to accommodate the half-street 60' neighborhood collector public ROW section (EDDS SP3-202-001) in accordance with MMC 12.02A.110(1)(c).

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10. Public ROW shall be dedicated along 25<sup>th</sup> Avenue NE and 27<sup>th</sup> Avenue NE, in order to accommodate the 60' collector arterial/commercial access street public ROW section (EDDS SP3-201-003) in accordance with MMC 12.02A.110(1)(c).
11. 173<sup>rd</sup> Street NE is approved as a private road. 173<sup>rd</sup> Street NE shall be designed and constructed to the public road standard, including two 11' travel lanes, two 5' bicycle lanes, curbs & gutter per EDDS Section 3-514, two 5' planter strips and two 5' sidewalks. A public utility and access easement for the private road shall be reviewed and approved by the City Engineer and *recorded concurrently with the BSP*.
12. The applicant shall be required to construct frontage improvements along 172<sup>nd</sup> Street NE (SR 531), 173<sup>rd</sup> Street NE (private), 174<sup>th</sup> Street NE, 25<sup>th</sup> Avenue NE and 27<sup>th</sup> Avenue NE, in accordance with MMC 12.02A.090, *prior to recording the BSP*. Frontage improvements shall include street lighting and signal communications conduit. Roadway improvements, channelization and site access plans will be required to be reviewed and approved by the City Engineer and WSDOT (SR 531 and traffic signals) *prior to construction plan approval*.
13. Frontage improvements along 172<sup>nd</sup> Street NE (SR 531) shall be credited against the traffic impact fees in accordance with Section 22D.030.070(5) MMC. The amount of credit for improvements to 172<sup>nd</sup> Street NE (SR 531) shall be approved by the City Engineer.
14. The applicant shall construct a traffic signal at the intersection of 25<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE (SR 531) *prior to recording the BSP*. Traffic signal design shall consider both the short-term (one eastbound through lane) and long-term (two eastbound through lanes) at this location. Signal design shall include protected phasing for the eastbound left-turn. Signal construction plans shall be reviewed and approved by the City Engineer and WSDOT *prior to civil construction plan approval*. Credit towards traffic impacts fees shall not be given for any work related to design and construction of the signal.

If a signal permit at the intersection of 25<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE (SR 531) cannot be obtained from WSDOT, and the applicant can provide an alternative traffic control method, such as a roundabout, and meet the adopted level-of-service standards in the Transportation Element of the Marysville Comprehensive Plan, and said alternative is approved by WSDOT, the signal at the intersection of 25<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE (SR 531) shall not be required.

15. The applicant shall conduct a detailed analysis in order to understand street system operations and queuing along 27<sup>th</sup> Avenue NE between the site access and 172<sup>nd</sup> Street NE *prior to civil construction plan approval*. The evaluation shall consider impacts to the neighborhood north and east of the site. Analysis shall determine if dual southbound left-turn lanes and/or access management is necessary to provide adequate operations and minimize neighborhood impacts. After review of the



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analysis, the City Engineer shall determine whether or not signal improvements or access management on 27<sup>th</sup> Avenue NE will be required.

- 16. The applicant shall install Lemec Renaissance Series color BRTX street luminaire fixtures along 172<sup>nd</sup> Street NE (SR 531), 173<sup>rd</sup> Street NE (private), 174<sup>th</sup> Street NE, 25<sup>th</sup> Avenue NE and 27<sup>th</sup> Avenue NE. Street illumination shall be designed in accordance with Section 3-506 of the Marysville Engineering Design and Development Standards (EDDS).
- 17. The applicant shall install a 6' wide by 16' long concrete pad on the back side of the sidewalk at the existing Community Transit bus stop on the northwest corner of 172<sup>nd</sup> Street NE (SR 531) and 27<sup>th</sup> Avenue NE for the future installation of a bus shelter.
- 18. The applicant shall install a 6' wide by 16' long concrete pad on the back side of the sidewalk for a future Community Transit bus stop on the northwest corner of 172<sup>nd</sup> Street NE (SR 531) and 25<sup>th</sup> Avenue NE for the future installation of a bus shelter.
- 19. In order to mitigate impacts upon the future capacity of the road system, the applicant shall be required to submit payment to the City of Marysville, on a proportionate share cost of the future capacity improvements as set forth in MMC 22D.030.070(3), for the development. Traffic impact fees shall be vested at a rate of \$3,290.00 per multi-family unit and \$1,870.00 per commercial PM Peak Hour Trip (PMPHT).
- 20. Pursuant to the ILA with Snohomish County, the applicant is obligated to pay traffic mitigation based on 20% of the average daily trips generated from the proposed project multiplied by the County mitigation fee of \$46.00 per new average daily trip (ADT) for the multi-family phase and \$39.00 per new ADT for the commercial phases. The applicant submitted a signed traffic mitigation offer to Snohomish County, in the amount of \$69,404.20, calculated as follows:

USE	ADT	RATE (20%)	IMPACT FEE
Multi-Family (348-units)	1493	\$9.20	\$13,735.60
Commercial	7137	\$7.80	\$55,668.60
<b>TOTAL</b>			<b>\$69,404.20</b>

Snohomish County reserves the right to adjust the impact fee if there is a change of use or building size within the development.

Dated this 8<sup>nd</sup> day of April 2013.

Kevin D. McDonald, AICP  
Hearing Examiner Pro Tem

**RECONSIDERATION (MMC 22G.010.190):**

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 22.010.530(3). The hearing examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue its decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

**JUDICIAL APPEAL (MMC 22G.010.540):**

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Title 22 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, Chapter 36.70C RCW, within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

**EXHIBITS:**

The following exhibits were offered and entered into the record:

1. Receipt
2. Land Use Application
3. BSP and Rezone Submittal Checklist
4. Legal Description
5. Rezone Criteria Response Letter, Dan Eernisse, 05.29.12
6. Smokey Point Commercial Rezone Staff Rec (PA 08001-2)
7. Smokey Point Commercial Rezone Ordinance 2755
8. First American- Title Report

9. Environmental Checklist (also see Exhibit 59)
10. 8 ½ x 11 Vicinity Map
11. Wakefield- BSP/Rezone Cover letter, 05.31.12
12. Critical Areas Report (CAR), Talasaea Consultants, Inc., 03.27.12
13. CAR & Mitigation Plan, Talasaea Consultants, Inc. 03.21.12 SUPERSEDED
14. Earth Solutions NW- Geotechnical Engineering Study, 05.21.12
15. TraffEx- Traffic Impact Analysis, 05.18.12
16. 24 x 36 Critical Areas Enhancement Plan, 06.12.12 SUPERSEDED
17. 24 x 36 ARCH Site Plan and Conceptual Elevation Plan, 06.12.12 SUPERSEDED
18. 11x 17 Preliminary BSP, 06.12.12 SUPERSEDED
19. 24 x 36 Preliminary BSP, 06.12.12 SUPERSEDED
20. 11 x 17 Conceptual Landscape Plan, 06.12.12
21. 24 x 36 Conceptual Landscape Plan, 06.12.12
22. 11 x 17 Phasing Plan, 06.12.12 SUPERSEDED
23. 24 x 36 Phasing Plan, 06.12.12 SUPERSEDED
24. 11 x 17 Preliminary Civil Plan, 06.12.12 SUPERSEDED
25. 24 x 36 Preliminary Civil Plan, 06.12.12 SUPERSEDED
26. 24 x 36 Architectural Site Plan, 06.12.12 SUPERSEDED
27. Color Vicinity map
28. Preliminary Drainage report, June 2012 SUPERSEDED
29. 11 x 17 Subdivision Plan, 06.19.12 SUPERSEDED
30. 24 x 36 Subdivision Plan, 06.19.12 SUPERSEDED
31. Letter of Complete application, 06.20.12
32. Scott & Debbie Hackworth Email String, 07.10.12
33. RFR Checklist
34. Affidavit of Posting- NOA
35. 1<sup>st</sup> Technical Review (TR) Comments, 08.02.12
36. Omega Engineering – 1<sup>st</sup> TR response letter, 10.15.12
37. TraffEx-Response Letter, 09.20.12
38. TraffEx-Revised Impact Fees Letter, 10.04.12
39. ADAPT- Phase 1 Environmental Site Assessment, 02.15.12
40. 11 x 17 Site Plan, 10.22.12 SUPERSEDED
41. Earth Solutions- Phase 1 ESA, 11.09.07
42. Preliminary Drainage Report, Joseph M. Smeby, June 2012, Revised Oct. '12
43. 24 x 36 Site Plan, 10.22.12 SUPERSEDED
44. RFR Checklist
45. 2<sup>nd</sup> Technical Review Comments, 11.09.12
46. TraffEx- Response to add'l comments on the TIA, 11.27.12
47. The Greenbusch Group- Preliminary Noise Study, 12.05.12
48. 24 x 36 Site Plan, 12.05.12 SUPERSEDED
49. Transpo Group- TIA review, 01.25.13
50. Amendment to SEPA Checklist, 01.29.13 (also see Exhibit 59)
51. 11 x 17 Site Plan, 01.29.13 SUPERSEDED

# EXHIBIT A

52. 24 x 36 Architectural Site Plan, 01.29.13 SUPERSEDED
53. 24 x 36 Site Plan, 01.29.13 SUPERSEDED
54. TraffEx- Response to Transpo and Revised Trip Generation, 01.31.13
55. Critical Areas report and Detailed Mitigation Plan, 02.03.13
56. Traffic Concurrency Recommendation, Kevin Nielsen, 02.11.13
57. 3<sup>rd</sup> Technical Review, 02.13.13
58. Traffic Concurrency Acceptance Letter, Steve Malsam, 02.13.13
59. MDNS, 02.15.13, w/EC (Exhibit 9) & Amendment to EC (Exhibit 50)
60. Affidavit of posting- MDNS
61. Affidavit of posting – NOH
62. Technical Review 3 response letter-Dan Fernissee, 02.21.13
63. 11 x 17 Architectural Site Plan(sheets A1, A101, A102) DDG, 03.01.13
64. 24 x 36 Architectural Site Plan, (sheets A1, A101, A102) DDG 03.01.13
65. 11 x 17 Site Plan (sheets 1-10) Omega , 03.01.13
66. 24 x 36 Site Plan (sheets 1-10) Omega, 03.01.13
67. 8 ½ x 11 Rezone Boundary map
68. Snohomish County RODO for Mitigation of Impacts to County Roads
69. Staff Recommendation
70. E-mail correspondence thread: WSDOT - Marysville
71. E-mail correspondence thread: WSDOT – Marysville
72. E-mail correspondence thread: WSDOT – Marysville
73. Marysville Land Use Plan Map
74. Marysville Lakewood Neighborhood Land Use Designations Map
75. Marysville Planned Connector Roads Map
76. Memo to Hearing Examiner from Chris Holland, Planning Manager
77. Photographs submitted by Mr. Cowley

## **PARTIES of RECORD:**

City of Marysville  
Community Development Department  
80 Columbia Avenue  
Marysville, WA 98270

Peter Cowley  
P.O. Box 191  
Marysville, WA 98270

Kermit R. Metcalf  
18904 – 86<sup>th</sup> Place West  
Edmonds, WA 98026

Dan Eernissee  
5509 17<sup>th</sup> Ave NE  
Seattle, WA 98105

Julie Workman  
17516 27<sup>th</sup> Ave NE  
Marysville, WA 98271

Ramin Pazooki  
WSDOT  
P.O. Box 330310  
Seattle, WA 98133-9710

**EXHIBIT A**

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Hearing Examiner Decision

File No.: PA 12014

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Steve Benenati  
WSDOT  
P.O. Box 330310  
Seattle, WA 98133-9710

CITY OF MARYSVILLE  
Marysville, Washington  
ORDINANCE NO. 2929

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AFFIRMING THE RECOMMENDATION OF THE HEARING EXAMINER FOR THE LAKEWOOD STATION BINDING SITE PLAN AND SITE SPECIFIC REZONE, INCREASING THE ACREAGE OF MIXED USE ZONING FROM 13 TO APPROXIMATELY 16.6-ACRES, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY.

WHEREAS, Smokey Point Commercial, LLC, submitted a Binding Site Plan (BSP) and concurrent Rezone application proposing to subdivide 39.4-acres of property into 11-lots and construct between 170,000 – 290,000 SF of commercial space and approximately 350 multi-family units and concurrently Rezone a portion of the property in order to increase the acreage of Mixed Use zoning from 13-acres to approximately 16.6-acres, with the remaining acreage to retain General Commercial zoning; and

WHEREAS, following notice as required by law, the Hearing Examiner held a public hearing on the BSP and concurrent Rezone application on March 28, 2013 and adopted Finding and Conclusions approving the preliminary BSP request, subject to twelve (12) conditions, and recommended approval of the Rezone request to Marysville City Council, as set forth in the attached **Exhibit A**; and

WHEREAS, Marysville City Council held a public meeting on said rezone on June 10, 2013 and concurred with the Findings, Conclusions and Recommendation of the Hearing Examiner;

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

Section 1. The Findings, Conclusions and Recommendation of the Hearing Examiner, as set forth in the attached **Exhibit A**, are hereby approved and adopted by this reference, and the City Council hereby finds as follows:

- (1) The rezone is consistent with the purposes of the Marysville Comprehensive Plan;
- (2) The rezone is consistent with the purpose of Title 22 MMC;
- (3) There have been significant changes in the circumstances to warrant the rezone; and
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the rezone.

Section 2. The areas depicted in attached **Exhibit B** are hereby rezoned from General Commercial to Mixed Use.

Section 3. The zone classification for the property depicted in attached **Exhibit B** shall be perpetually conditioned upon strict compliance with the conditions of the preliminary BSP as provided in the Findings, Conclusions and Recommendation of the Hearing Examiner, as set forth in the attached **Exhibit A**. Violation of any condition of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City of Marysville.

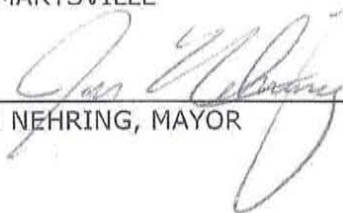
**EXHIBIT B**

Section 4. The official zoning map of the City of Marysville is hereby amended to reflect the reclassification of the property from the zoning designation General Commercial to Mixed Use as depicted in **Exhibit B**.

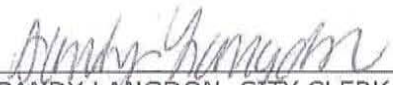
Section 5. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this 10<sup>th</sup> day of June, 2013.

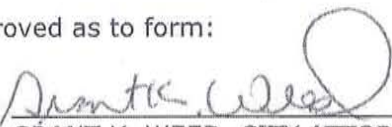
CITY OF MARYSVILLE

By:   
JON NEHRING, MAYOR

Attest:

By:   
SANDY LANGDON, CITY CLERK

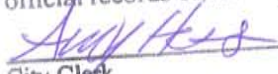
Approved as to form:

By:   
GRANT K. WEED, CITY ATTORNEY

Date of Publication: 6/19/2013

Effective Date: 6/24/2013

I hereby certify this to be a true and correct copy of the original on file in my office as part of the official records of the city of Marysville

  
Deputy City Clerk

Date 6/12/2013

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

**Preliminary Binding Site Plan Decision/Rezone Recommendation**

---

**APPLICANT:** Smokey Point Commercial, LLC  
**FILE NO.:** PA12014  
**LOCATION:** North of 172<sup>nd</sup> Street NE (SR 531) east and west of 25<sup>th</sup> Avenue NE  
2609 172<sup>nd</sup> St NE, Marysville, WA 98270  
**APPLICATION:** Preliminary Binding Site Plan and concurrent Rezone in order to subdivide 39.4 acres into 11 lots and construct between 170,000 – 290,000 square feet of commercial space and approximately 350 multifamily dwelling units.

**SUMMARY OF DECISION:**

**Staff Recommendation:** Approve the Preliminary Binding Site Plan request, with conditions  
Recommend Approval of the Rezone request to the Marysville City Council

**Hearing Examiner Decision:** Approve the Preliminary Binding Site Plan request, with conditions  
Recommend approval of the Rezone request to the Marysville City Council

**PUBLIC HEARING:**

After reviewing the official file, which included the Marysville Community Development Department Staff Recommendation; and after visiting the site, the Hearing Examiner conducted a public hearing on the request for the Preliminary Binding Site Plan and concurrent Rezone. These are two separate requests for which the hearing was held concurrently and for which the Hearing Examiner will issue a decision on the Preliminary Binding Site Plan and a recommendation to the City Council on the Rezone. The combined hearing on the Preliminary Binding Site Plan and the Rezone was opened at 7:15 p.m., March 28, 2013, in the Council Chambers, Marysville, Washington, and closed at 8:28 p.m. Participants at the public hearing included representatives of the City of Marysville, the applicant, and neighborhood residents, and are listed below and in the minutes of the hearing. E-mail correspondence from the Washington State Department of Transportation was submitted for the record. A verbatim



recording of the hearing and summary minutes are available in the Community Development Department. A list of exhibits offered and entered into the record at the hearing and a list of parties of record are attached at the end of this report.

**HEARING COMMENTS AND TESTIMONY:**

The Hearing Examiner noted for the record that the issue under consideration is the combined application for a Preliminary Binding Site Plan and a Rezone. Substantive issues related to the Marysville Municipal Code (MMC) are as follows:

1. MMC 22G.100 sets forth the factors to be considered in review of a proposed binding site plan, and provides for the process to include a public hearing before the hearing examiner
2. MMC 22G.010.420 sets forth the criteria applicable to a request for a zone reclassification
3. MMC 22G.010.430(2) provides for a concurrent process for a preliminary binding site plan and a rezone

Testimony was provided by the City of Marysville, the applicant and neighborhood residents. A summary of the testimony is as follows:

**City of Marysville, Community Development Department – Chris Holland, Planning Manager**

Mr. Holland reviewed the applicant's current request and the history of the proposed Preliminary Binding Site Plan and Rezone as summarized here and documented in the Staff Recommendation (Exhibit 69):

- A Rezone is requested to adjust the zoning boundaries on the subject 39.4 acre site to increase the acreage of the Mixed Use (MU) zoning by 3.6 acres, resulting in approximately 16.6 acres of MU zoning, with the balance of the 22.8 acres being zoned General Commercial (GC).
- A Preliminary Binding Site Plan is requested to define the proposed site development layout and plan for utilities, access and circulation, subject to conditions and allowing for design flexibility to address emerging issues and refinements prior to the administrative issuance of a Final Binding Site Plan.
- A Mitigated Determination of Non-Significance (MDNS) was issued on February 25, 2013, with 20 conditions intended to mitigate potential adverse environmental impacts. The MDNS appeal period ended on March 4, 2013 with no comments or appeals.
- Mr. Holland entered into the record, Exhibits 70 – 76 that document correspondence with the Washington State Department of Transportation (WSDOT), adopted land use and transportation plan maps, and a memorandum to the Hearing Examiner regarding 172<sup>nd</sup> Street NE and 25<sup>th</sup> Avenue NE.
- Mr. Holland noted that WSDOT had not provided comments regarding the SEPA threshold determination, the appeal period for which ended on March 4, 2013. WSDOT is now requesting widening of 172<sup>nd</sup> Street NE (SR 531) from 5 to 8 lanes, and disallowing a proposed traffic signal at 25<sup>th</sup> Avenue NE due to signal spacing standards that require .5 mile spacing between signals.

- While the spacing between the existing signal at 27<sup>th</sup> Avenue NE and the proposed signal at 25<sup>th</sup> Avenue NE – which is an existing street that would be improved with redevelopment of the site – does not meet WSDOT spacing standards, traffic impact analysis conducted for the proposed development demonstrated adequate level of service along 172<sup>nd</sup> Street NE would be maintained with the signal as proposed at 25<sup>th</sup> Avenue NE.
- Mr. Holland acknowledged that WSDOT must approve any roadway channelization and signalization plans, and pointed out the City of Marysville’s adopted plans that call for the build-out of 25<sup>th</sup> Avenue NE as a north-south arterial. The intersection of 25<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE warrants appropriate traffic control. The specific width and channelization of 172<sup>nd</sup> Street NE and the location of the intersection and the type of traffic control at 25<sup>th</sup> Avenue NE may be subject to negotiations with WSDOT. Mr. Holland expressed that MDNS condition #8 provides the necessary flexibility to design 172<sup>nd</sup> Street NE to meet WSDOT specifications. In Exhibit 76, Mr. Holland offered alternate language to MDNS Condition NO. 14 that would accommodate alternate traffic control such as a roundabout at the 25<sup>th</sup> Avenue NE/172<sup>nd</sup> Street NE intersection.
- Staff recommends the Hearing Examiner approve the proposed Preliminary Binding Site Plan request, and recommend approval to the City Council of the proposed Rezone, subject to conditions as provided in the staff recommendation.

**Applicant – Dan Eernisse**

As a representative of the applicant Mr. Eernisse reviewed the evolution of the proposed Preliminary Binding Site Plan and Rezone, and acknowledged ongoing conversations with the neighbors regarding specific site and building design concerns and with the Washington State Department of Transportation regarding the location and traffic control for NE 25<sup>th</sup> Street and 172<sup>nd</sup> Avenue NE intersection. Mr. Eernisse requested the Hearing Examiner approve the Preliminary Binding Site Plan and Rezone request, and concurs with the conditions of approval recommended by staff.

**Public Comment**

- Peter Cowley. Concerned that the neighborhood received inadequate notice regarding the SEPA threshold determination, noting that signs posted on the site had fallen down and that mailed notice arrived only 5 days prior to the end of the SEPA comment/appeal period. Expressed concerns about drainage, noise impacts, increases in traffic, and the height of proposed apartment buildings, and offered that roadway infrastructure be expanded to address projected traffic volume.
- Julie Workman. Member of the Lakewood Homeowners Association. Commented about inadequate and untimely notice, traffic impacts, and the height of future apartment buildings adjacent to the single family neighborhood.
- Kermit (Rob) Metcalf. Adjacent property owner to the north. Supports the proposal and requests that utilities be designed in such a way so as to allow for extensions beyond the site to serve potential future development.

**WRITTEN COMMENTS:**

No written comments were to the record at the public hearing, other than those introduced by Mr. Holland. However Mr. Cowley introduced 5 photographs that are included collectively in the record as Exhibit 77.

**FINDINGS, CONCLUSIONS AND DECISION/RECOMMENDATION:**

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

**A. FINDINGS AND CONCLUSIONS:**

1. The information contained in the Community Development Department Staff Recommendation (Exhibit 69) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and is by this reference adopted as portion of the Hearing Examiner's findings and conclusions. A copy of the Staff Recommendation is available in the Marysville Community Development Department.
2. The minutes of the hearing are an accurate summary of the testimony offered at the hearing and are by this reference entered into the official record.
3. Specific Findings and Conclusions with respect to the Preliminary Binding Site Plan and Rezone are as follows:
  - a. FINDINGS:
    - Reconfiguration of the zoning (Rezone) for the Mixed Use (MU) component of the site plan provides for multi-family housing opportunities at a suitable location and provides for a transition from commercial uses to adjacent residential development.
    - Per MMC 22G.100.110, approval of the Preliminary Binding Site Plan constitutes authorization for the applicant to take the necessary steps to meet the conditions imposed by the City before commencing the final binding site plan review process.
    - A mitigated determination of non-significance (MDNS) was issued by the City of Marysville on February 15, 2013, with 20 conditions or mitigation measures. The MDNS was subject to a 15-day comment/appeal period that expired on March 4, 2013. Public Notice for the SEPA threshold determination and the open record public hearing for the proposed Preliminary Binding Site Plan and concurrent Rezone was provided in accordance with MMC 22E.030.120 and MMC 22G.010.110.
    - The City received no timely comments or appeals of the MDNS.
    - Per MMC 22E.030.090(5)(c). Mitigation measures identified in an MDNS are considered conditions of permit approval.
    - MDNS Condition No. 8 provides for the necessary right-of-way for 172<sup>nd</sup> Street NE (SR 531) to be approved by WSDOT and the City Engineer prior to civil construction plan approval.

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- MDNS Condition No. 14, as proposed to be amended per Exhibit 76 provides reasonable flexibility for the parties (City of Marysville, applicant, WSDOT) to determine to their mutual satisfaction the location and traffic control measures for the proposed roadway intersection of 172<sup>nd</sup> Street NE at 25<sup>th</sup> Avenue NE.
- Exhibit 73 – City of Marysville Comprehensive Plan Land Use Map identifies General Commercial, Mixed Use and Multi-Family as the predominant planned land uses in the Lakewood neighborhood. Exhibit 75 – City of Marysville Transportation Element plan for Connector Roads identifies a southward extension of 25<sup>th</sup> Avenue NE across 172<sup>nd</sup> Street NE. Together, these two exhibits provide a clear indication of the City of Marysville intent for an integrated land use and transportation plan that includes an intersection on 172<sup>nd</sup> Street NE that would be located at the approximate existing southern terminus of 25<sup>th</sup> Avenue NE. Plans do not specify what, if any traffic control mechanism would be appropriate for that intersection.
- Exhibit 72 expresses the WSDOT disapproval of a proposed signalized intersection at 172<sup>nd</sup> Street NE (SR 531) and 25<sup>th</sup> Avenue NE due to the close spacing (680 feet) from the existing signalized intersection at 27<sup>th</sup> Avenue NE. WSDOT standards provide for .5 mile spacing on highways of the classification of 172<sup>nd</sup> Street NE, with a possible reduction to .25 mile spacing under certain conditions. WSDOT proposes that a signalized intersection could be permitted on the western edge of the property, or, a roundabout could be allowed at 25<sup>th</sup> Avenue NE if feasible.
- An alternate location for a signalized intersection at the western edge of the property would not be supported by the City of Marysville, as articulated in a City of Marysville memorandum to the Hearing Examiner - Exhibit 76.
- Exhibit 76 provides alternate language for MDNS Condition No. 14 regarding the 25<sup>th</sup> Avenue NE/172<sup>nd</sup> Street NE intersection that the City believes would be satisfactory to WSDOT.
- As of the close of the public hearing on March 28, the Hearing Examiner was not aware of a response from WSDOT of the City's proposed alternate language to MDNS Condition No. 14.
- Site-specific design and development approval will occur in the Final Binding Site Plan. Conversations and negotiations with adjacent property owners regarding issues of concern identified at the public hearing, such as utility location, building height, fence height and materials, traffic and noise mitigation and others that may emerge will be addressed as administrative decisions, in accordance with MMC 22G.100.
- Per MMC 22G.010.170(3)(a-e) the Hearing Examiner finds the proposal, as conditioned, is consistent with adopted development codes, plans and regulations.

## EXHIBIT B

- Per MMC 22G.010.420 the Hearing Examiner finds the proposal complies with the criteria for approval of a Rezone, and incorporates the request for a street vacation of 25<sup>th</sup> Avenue NE in the recommendation to the City Council.

b. CONCLUSIONS:

- Staff recommended MDNS conditions adequately mitigate identified potential adverse environmental impacts of the proposal.
- MDNS Condition No. 14 is hereby amended per Exhibit 76 and incorporated in Section B below.
- Staff recommended conditions for the Preliminary Binding Site Plan adequately address site specific development conditions.
- The applicant has satisfactorily demonstrated that the proposal is consistent with the Comprehensive Plan and has addressed the criteria for approval of a zone reclassification (Rezone) MMC 22G.010.420.

### **B. DECISION ON PRELIMINARY BINDING SITE PLAN/RECOMMENDATION FOR REZONE:**

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner APPROVES the Preliminary Binding Site Plan request, and RECOMMENDS APPROVAL of the Rezone request with conditions per the staff recommendation for the Preliminary Binding Site Plan/Concurrent Rezone and the SEPA MDNS mitigation as follows:

#### PRELIMINARY BINDING SITE PLAN/CONCURRENT REZONE

1. The preliminary Binding Site Plan (BSP) received by the Community Development Department on March 1, 2013 (Exhibit 66) shall be the approved preliminary BSP layout.
2. The Rezone proposal identifying the revised boundary between MU zoning and GC zoning received by the Community Development on March 1, 2013 (Exhibit 67) shall be the zoning configuration recommended to the City Council for approval. This recommendation for Rezone approval includes the request for street vacation of 25<sup>th</sup> Avenue NE.
3. Project design shall comply with the condition of the Comprehensive Plan Map Amendment and concurrent rezone Ordinance No. 2755, requiring two (2) east-west road connections, one located at approximately the 17300 Block and the other located at approximately the 17500 Block.
4. All power lines, telephone wires, television cables, fire alarm systems and other communication wires, cables or lines shall be placed underground either by direct burial or by means of conduit or ducts providing service to each building.
5. A six (6) to eight (8) foot CMU wall shall be installed along the east perimeter of the development from 173<sup>rd</sup> Street NE to the northeast property corner, separating the multi-family and commercial uses from the Lakewood Commons single-family condominium development. This detail shall be provided on the on the civil construction, and/or architectural plans.

6. The following design elements shall be incorporated into the commercial portion of the BSP:
- a. Public entrances for the buildings located along 25<sup>th</sup> Avenue NE, 27<sup>th</sup> Avenue NE, 172<sup>nd</sup> Street NE (SR 531) and 173<sup>rd</sup> Street NE shall be visible and accessible from public streets and sidewalks. Preferably these access ways should be separated from the parking and drive aisles. If access traverses the parking lot, then it should be raised and clearly marked.
  - b. Pedestrian-oriented space shall be required at intersections and street corners leading directly to a building entry or entries, such as:
    - i. Pedestrian access to the abutting structures from the street;
    - ii. Paved walking surfaces of either concrete or approved unit paving;
    - iii. Pedestrian scaled lighting (no more than 15' in height) at a level averaging at least 2 foot candles throughout the space;
    - iv. Landscaping components that add seasonal interest to the space;
    - v. Pedestrian amenities, such as a water feature, drinking fountain, tables, and/or distinctive paving or artwork.
    - vi. A pedestrian-oriented building façade.
    - vii. If providing pedestrian oriented space is not feasible or desirable per the director, consider the following:
      - A. Install substantial landscaping (at least 30 x 30' or 900 SF of ground surface area with trees, shrubs, and or groundcover). 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).
      - B. Other treatments will be considered by the Director, provided they meet the intent of the standards and guidelines outlined above.
  - c. Blank walls shall not be allowed on elevations facing a public or private road. A blank wall is a ground floor wall, or portion of a ground floor wall, over 4' in height having a horizontal length greater than 15' that does not include a transparent window or door, or, any portion of a ground floor wall having a surface area of 400 SF or greater that does not include a transparent window. Design Treatments to eliminate blank walls shall include, but shall not be limited to:
    - i. Transparent windows or doors;
    - ii. Display windows;
    - iii. 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

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- areas shall include planting materials that are sufficient to obscure or screen at least 60% of the wall's surface within 3 years;
- iv. Installing vertical trellis in front of the wall with climbing vines or plant materials sufficient to obscure or screen at least 60% of the wall's surface within 3 years. For large areas, trellises should be used in conjunction with other blank wall treatments.
  - v. Other methods such as murals or special building material treatments that meet the intent of the standards outlined above may be approved by the director.
- d. Street furniture, including the following elements, shall be provided and strategically located throughout:
- i. Trash Receptacles: Ironsites Series S-20 as manufactured by Victor Stanley; Powdercoating Victor Stanley, or comparable.
  - ii. Ash Urn: Ironsites Series S-20 as manufactured by Victor Stanley; Powdercoating Victor Stanley, or comparable.
  - iii. Benches: Victor Stanley RB-28 steel sides bench or Timber Form Renaissance Model 2806-5, 5'-1" length with arm rest; Powdercoat over galvanized zinc, or comparable.
- e. Plazas and gathering places for relaxing, eating, socializing and recreating shall be provided and designed, as follows:
- iv. Sized between 5,000 to 10,000 SF.
  - v. Able to serve as a center for daily activities.
  - vi. Paving should be unit pavers or concrete with special texture, pattern, and/or decorative features.
  - vii. Pedestrian amenities should be provided, including features such as seating, plants, drinking fountains, artwork, and such focal points as sculptures or water features.
7. Detailed recreational site amenities and boundaries of proposed recreational facilities shall be provided on the civil construction, architectural, or landscape plans for the multi-family portion of the site in accordance with MMC 22C.020.270 & MMC 22C.020.280. Recreational amenities shall be reviewed and approved by the Parks Director.
8. A detail of the bicycle parking spaces shall be provided on the civil construction or architectural plans, and designed in accordance with MMC 22C.130.060.
9. A lighting plan and details for parking lot illumination locations, materials and fixture design shall be provided on the civil construction or architectural plans. Lighting shall comply with the following design standards:
- a. 25' maximum height.

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- b. Fixtures shall be full cut-off, dark sky rated, with lower fixtures preferable so as to maintain a human scale.
  - c. Parking lot lighting shall be designed to provide security lighting to all parking spaces.
  - d. Lighting shall be shielded in a manner that does not disturb residential uses or pose a hazard to passing traffic. Lighting should not be permitted to trespass onto adjacent private parcels nor shall light source (luminaire) be visible at the property line.
  - e. Fixture design shall incorporate unique design features that coincide with the architectural design of the development.
  - f. Pedestrian scale lighting (light fixtures no taller than 15') is required in areas of pedestrian activity. Lighting shall enable pedestrians to identify a face 45' away in order to promote safety.
  - g. Exterior lighting shall be part of the architectural concept. Lighting shall enhance the building design and adjoining landscaping. It should provide adequate lighting to ensure safety and security, and enhance and encourage evening activities. In addition, the following shall be addressed:
    - i. The site plan shall identify lighting equipment and standards. Uplighting on trees and provisions for seasonal lighting are encouraged.
    - ii. Accent lighting on architectural and landscape features is encouraged to add interest and focal points.
10. Prior to civil construction plan approval, a detailed landscaping plan depicting all of the applicable elements outlined in MMC 22C.120.030 will be required to be submitted for review and approval. The landscape plan shall incorporate the following design elements, as outlined in Chapter 22C.120 MMC:
- a. All landscaped areas shall be provided with an irrigation system or a readily available water supply with at least 1 outlet located within 50' of all plant material.
  - b. Water conservation measures shall be applied as outlined in MMC 22C.120.050.
  - c. The proposed and existing residential structures shall be buffered from commercial structures and adjoining parking lots by use of vegetation, landscaping, fencing, walls, berms or other similar methods which are deemed under the circumstances to create effective and aesthetically pleasing screens or buffers between such diverse land uses.
  - d. Site development shall be sensitive to the preservation of native trees, where applicable.
  - e. A 20' L1 landscape buffer, plus a quality 6' minimum height, sight-obscuring fence or wall, is required to be installed to create a buffer between the



## EXHIBIT B

- commercial portion of the site and the existing single-family residential properties.
- f. A 10' L1 landscape buffer, plus a quality 6' minimum height, sight-obscuring fence or wall, is required to be installed to create a buffer between the multi-family portion of the site and the existing single-family residential properties.
  - g. A 10' L2 landscape buffer, plus a quality 6' minimum height, sight-obscuring fence or wall, is required to be installed to create a buffer between the commercial portion of the site and the proposed multi-family residential properties.
  - h. A 15' L3 landscape buffer is required between off-street parking and drive-aisles and 172<sup>nd</sup> Street NE (SR 531).
  - i. A 10' L3 landscape buffer is required between off-street parking and drive-aisles and 27<sup>th</sup> Avenue NE, 25<sup>th</sup> Avenue NE, 173<sup>rd</sup> Street NE and 174<sup>th</sup> Street NE.
  - j. The development shall create a well-defined streetscape to allow for the safe movement of pedestrians. Whenever possible, building setbacks shall be minimized and parking and drive-through passageways shall be relegated to the side and rear of buildings.
  - k. Attractive landscape transition to adjoining properties shall be provided.
  - l. Where buildings are not located along the street frontages, enhanced landscaping shall be required in order to create an attractive street edge.
  - m. Ten (10%) percent of the required parking areas shall be landscaped with L4 landscaping, provided that:
    - i. No parking stall shall be located more than 45' from a landscaped area;
    - ii. All landscaping must be located between parking stalls, at the end of parking columns, or between stalls and the property line;
    - iii. All individual planting areas within parking lots shall be planted with at least one tree, be a minimum of 5' in width and 120 SF in size, and in addition to the required trees, shall be planted with a living groundcover;
    - iv. All landscaped areas shall be protected from vehicle damage by a 6" protective curbing. Wheel stops may be substituted when required to allow storm water to pass.
    - v. A minimum 2' setback shall be provided for all trees and shrubs where vehicles overhang into planted areas.
  - n. Pursuant to MMC 22C.130.050(6), screening in the form of a solid masonry wall, architectural fence or dense coniferous hedge shall be effected or planted and maintained to a height of not less than 5' where a parking lot has a common boundary line with any residentially developed property.
  - o. Street trees are required to be planted along all public streets and access roads/easements and comply with the following:

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- i. Street trees shall be planted between the curb and the walking path of the sidewalk. Either 5' x 5' pits with tree grates or a continuous planting strip with groundcover that is at least 5' wide may be used. Where planting strips are not incorporated into the design, street trees shall be located behind the sidewalk.
  - ii. Street trees shall meet the most recent ANSI standards for a 1 ½" caliper tree at the time of planting, and shall be spaced to provide a continuous canopy coverage within 10-years.
  - p. Utility meters, electrical conduit, and other service utility apparatus 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, or shared auto courtyards, they shall be screened with vegetation or by architectural features.
  - q. Additional landscaping design standards related to site and building design are outlined in MMC 22C.020.250.
11. The following calculations and design elements for storage space and collection points for recyclables shall be provided on the civil construction or architectural plans and approved by the Sanitation Division:
- a. Residential:
    - i. 1 ½ SF per dwelling unit.
    - ii. The storage area shall be dispersed in collection points throughout the site.
    - iii. Minimum of 1 collection point for every 30 dwelling units.
    - iv. Collection points may be located within residential buildings, in separate buildings/structures without dwelling units, or outdoors.
    - v. Collection points located in separate buildings/structures or outdoors shall be no more than 200' from a common entrance of a residential building.
    - vi. Collection points shall be located in a manner so that hauling trucks do not obstruct pedestrian or vehicle traffic on-site, or project into any public right-of-way.
  - b. Commercial:
    - i. 5 SF per every 1,000 SF of commercial GFA.
    - ii. Storage space may be allocated to a centralized collection point.
    - iii. Outdoor collection points shall not be located in any required setback areas.
    - iv. Collection points shall be located in a manner so that hauling trucks do not obstruct pedestrian or vehicle traffic on-site, or project into any public right-of-way.

## EXHIBIT B

- v. Access to collection points may be limited, except during regular business hours and/or specified collection hours.
- c. Generally:
  - i. Dimensions of the collection points shall be of sufficient width and depth to enclose containers for recyclables.
  - ii. Architectural design of any structure enclosing an outdoor collection point, or any building primarily used to contain a collection point, shall be consistent with the design of the primary structure(s) on the site.
  - iii. Collection points shall be identified by signs not exceeding 2 SF.
  - iv. A 6' wall or fence shall enclose any outdoor collection point.
  - v. Enclosures for outdoor collection points and buildings used primarily to contain a collection point shall have gate openings at least 12' wide for haulers. In addition, the gate opening for any building or other roofed structure used primarily as a collection point shall have a vertical clearance of at least 12'.
  - vi. Weather protection of recyclables shall be ensured by using weather-proof containers or by providing a roof over the storage area.
- 12. The following solid waste details will be required to be provided on the civil construction, architectural, or landscape plans:
  - 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:
    - i. 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 L1, L2, L3, or L4 Landscaping at least 5' deep in visible locations, as determined by the director, to soften the views of the screening element and add visual interest.
    - ii. Preferably, service enclosures are integrated into the building itself.

### SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE

A Mitigated Determination of Non-Significance (MDNS) was issued on February 15, 2013. The following mitigation measures are imposed to minimize the probable significant adverse environmental impacts of the proposed Preliminary Binding Site Plan and concurrent Rezone for Lakewood Station (Note Amended Condition No. 14):

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1. The applicant/contractor shall adhere to the recommendation outlined in Geotechnical Engineering Study, prepared by Earth Solutions NW, LLC, dated May 21, 2012, or as amended.
2. *Prior to civil construction plan approval*, the applicant shall submit a more detailed noise analysis in order to determine the extent of required mitigation, as recommended in the preliminary noise analysis, prepared by The Greensbusch Group, Inc., dated December 5, 2012. This noise analysis shall include, but not be limited to, a review of any external mechanical equipment, delivery and loading areas, parking lot traffic, street sweeping lot parking lots, as well as recommendations to mitigate any noise impacts the proposed commercial development will have on the adjacent single-family (existing) and multi-family (proposed) properties.
3. The applicant shall be required to replace the off-site stormwater culvert under 172<sup>nd</sup> Street NE, which is located at 2131 172<sup>nd</sup> Street NE. Additionally, the applicant shall be required to analyze the peak flows for this system to ensure that the new culvert and existing ditch can convey developed peak flows.
4. The applicant shall obtain all necessary state and federal authorizations for wetland impacts prior to beginning any ground disturbing activities within the wetland areas or associated buffers.
5. The existing on-site sewage system(s) shall be abandoned by having the septic tank(s) pumped by a certified pumper, then having the top of the tank removed or destroyed and filling the void (WAC 246-272A-0300). Documentation demonstrating completion of this work shall be submitted *prior to final BSP approval*.
6. The existing on-site well(s) shall be decommissioned in accordance with WAC 173-160-381. A copy of the well contractor's decommissioning report(s) shall be submitted *prior to final BSP approval*.
7. A street vacation for 25<sup>th</sup> Avenue NE shall be required to be approved by Marysville City Council in accordance with Chapter 12.32 MMC. The street vacation shall be reviewed by Marysville City Council concurrently with the Hearing Examiner's Recommendation on the proposed rezone.
8. Public right-of-way (ROW) shall be dedicated along 172<sup>nd</sup> Street NE (SR 531) in order to accommodate the 90' principal arterial 5-lane public ROW section (EDDS SP3-201-002), in accordance with MMC 12.02A.110(1)(c), unless additional ROW is required to be dedicated by Washington State Department of Transportation (WSDOT). The City Engineer and WSDOT shall review and approve the required ROW dedication, *prior to civil construction plan approval*.
9. Thirty-feet (30') of public ROW shall be dedicated along 174<sup>th</sup> Street NE, west of 25<sup>th</sup> Avenue NE, in order to accommodate the half-street 60' neighborhood collector public ROW section (EDDS SP3-202-001) in accordance with MMC 12.02A.110(1)(c).

## EXHIBIT B

10. Public ROW shall be dedicated along 25<sup>th</sup> Avenue NE and 27<sup>th</sup> Avenue NE, in order to accommodate the 60' collector arterial/commercial access street public ROW section (EDDS SP3-201-003) in accordance with MMC 12.02A.110(1)(c).
11. 173<sup>rd</sup> Street NE is approved as a private road. 173<sup>rd</sup> Street NE shall be designed and constructed to the public road standard, including two 11' travel lanes, two 5' bicycle lanes, curbs & gutter per EDDS Section 3-514, two 5' planter strips and two 5' sidewalks. A public utility and access easement for the private road shall be reviewed and approved by the City Engineer and *recorded concurrently with the BSP*.
12. The applicant shall be required to construct frontage improvements along 172<sup>nd</sup> Street NE (SR 531), 173<sup>rd</sup> Street NE (private), 174<sup>th</sup> Street NE, 25<sup>th</sup> Avenue NE and 27<sup>th</sup> Avenue NE, in accordance with MMC 12.02A.090, *prior to recording the BSP*. Frontage improvements shall include street lighting and signal communications conduit. Roadway improvements, channelization and site access plans will be required to be reviewed and approved by the City Engineer and WSDOT (SR 531 and traffic signals) *prior to construction plan approval*.
13. Frontage improvements along 172<sup>nd</sup> Street NE (SR 531) shall be credited against the traffic impact fees in accordance with Section 22D.030.070(5) MMC. The amount of credit for improvements to 172<sup>nd</sup> Street NE (SR 531) shall be approved by the City Engineer.
14. The applicant shall construct a traffic signal at the intersection of 25<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE (SR 531) *prior to recording the BSP*. Traffic signal design shall consider both the short-term (one eastbound through lane) and long-term (two eastbound through lanes) at this location. Signal design shall include protected phasing for the eastbound left-turn. Signal construction plans shall be reviewed and approved by the City Engineer and WSDOT *prior to civil construction plan approval*. Credit towards traffic impacts fees shall not be given for any work related to design and construction of the signal.

If a signal permit at the intersection of 25<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE (SR 531) cannot be obtained from WSDOT, and the applicant can provide an alternative traffic control method, such as a roundabout, and meet the adopted level-of-service standards in the Transportation Element of the Marysville Comprehensive Plan, and said alternative is approved by WSDOT, the signal at the intersection of 25<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE (SR 531) shall not be required.

15. The applicant shall conduct a detailed analysis in order to understand street system operations and queuing along 27<sup>th</sup> Avenue NE between the site access and 172<sup>nd</sup> Street NE *prior to civil construction plan approval*. The evaluation shall consider impacts to the neighborhood north and east of the site. Analysis shall determine if dual southbound left-turn lanes and/or access management is necessary to provide adequate operations and minimize neighborhood impacts. After review of the

# EXHIBIT B

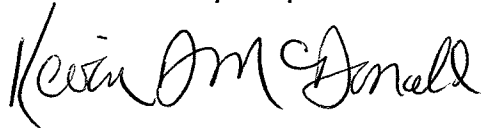
analysis, the City Engineer shall determine whether or not signal improvements or access management on 27<sup>th</sup> Avenue NE will be required.

16. The applicant shall install Lemec Renaissance Series color BRTX street luminaire fixtures along 172<sup>nd</sup> Street NE (SR 531), 173<sup>rd</sup> Street NE (private), 174<sup>th</sup> Street NE, 25<sup>th</sup> Avenue NE and 27<sup>th</sup> Avenue NE. Street illumination shall be designed in accordance with Section 3-506 of the Marysville Engineering Design and Development Standards (EDDS).
17. The applicant shall install a 6' wide by 16' long concrete pad on the back side of the sidewalk at the existing Community Transit bus stop on the northwest corner of 172<sup>nd</sup> Street NE (SR 531) and 27<sup>th</sup> Avenue NE for the future installation of a bus shelter.
18. The applicant shall install a 6' wide by 16' long concrete pad on the back side of the sidewalk for a future Community Transit bus stop on the northwest corner of 172<sup>nd</sup> Street NE (SR 531) and 25<sup>th</sup> Avenue NE for the future installation of a bus shelter.
19. In order to mitigate impacts upon the future capacity of the road system, the applicant shall be required to submit payment to the City of Marysville, on a proportionate share cost of the future capacity improvements as set forth in MMC 22D.030.070(3), for the development. Traffic impact fees shall be vested at a rate of \$3,290.00 per multi-family unit and \$1,870.00 per commercial PM Peak Hour Trip (PMPHT).
20. Pursuant to the ILA with Snohomish County, the applicant is obligated to pay traffic mitigation based on 20% of the average daily trips generated from the proposed project multiplied by the County mitigation fee of \$46.00 per new average daily trip (ADT) for the multi-family phase and \$39.00 per new ADT for the commercial phases. The applicant submitted a signed traffic mitigation offer to Snohomish County, in the amount of \$69,404.20, calculated as follows:

USE	ADT	RATE (20%)	IMPACT FEE
Multi-Family (348-units)	1493	\$9.20	\$13,735.60
Commercial	7137	\$7.80	\$55,668.60
<b>TOTAL</b>			<b>\$69,404.20</b>

Snohomish County reserves the right to adjust the impact fee if there is a change of use or building size within the development.

Dated this 8<sup>nd</sup> day of April 2013.



Kevin D. McDonald, AICP  
Hearing Examiner Pro Tem

**RECONSIDERATION (MMC 22G.010.190):**

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 22.010.530(3). The hearing examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue its decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

**JUDICIAL APPEAL (MMC 22G.010.540):**

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Title 22 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, Chapter 36.70C RCW, within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

**EXHIBITS:**

The following exhibits were offered and entered into the record:

1. Receipt
2. Land Use Application
3. BSP and Rezone Submittal Checklist
4. Legal Description
5. Rezone Criteria Response Letter, Dan Eernisse, 05.29.12
6. Smokey Point Commercial Rezone Staff Rec (PA 08001-2)
7. Smokey Point Commercial Rezone Ordinance 2755
8. First American- Title Report

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9. Environmental Checklist (also see Exhibit 59)
10. 8 ½ x 11 Vicinity Map
11. Wakefield- BSP/Rezone Cover letter, 05.31.12
12. Critical Areas Report (CAR), Talasaea Consultants, Inc., 03.27.12
13. CAR & Mitigation Plan, Talasaea Consultants, Inc. 03.21.12 SUPERSEDED
14. Earth Solutions NW- Geotechnical Engineering Study, 05.21.12
15. TraffEx- Traffic Impact Analysis, 05.18.12
16. 24 x 36 Critical Areas Enhancement Plan, 06.12.12 SUPERSEDED
17. 24 x 36 ARCH Site Plan and Conceptual Elevation Plan, 06.12.12 SUPERSEDED
18. 11x 17 Preliminary BSP, 06.12.12 SUPERSEDED
19. 24 x 36 Preliminary BSP, 06.12.12 SUPERSEDED
20. 11 x 17 Conceptual Landscape Plan, 06.12.12
21. 24 x 36 Conceptual Landscape Plan, 06.12.12
22. 11 x 17 Phasing Plan, 06.12.12 SUPERSEDED
23. 24 x 36 Phasing Plan, 06.12.12 SUPERSEDED
24. 11 x 17 Preliminary Civil Plan, 06.12.12 SUPERSEDED
25. 24 x 36 Preliminary Civil Plan, 06.12.12 SUPERSEDED
26. 24 x 36 Architectural Site Plan, 06.12.12 SUPERSEDED
27. Color Vicinity map
28. Preliminary Drainage report, June 2012 SUPERSEDED
29. 11 x 17 Subdivision Plan, 06.19.12 SUPERSEDED
30. 24 x 36 Subdivision Plan, 06.19.12 SUPERSEDED
31. Letter of Complete application, 06.20.12
32. Scott & Debbie Hackworth Email String, 07.10.12
33. RFR Checklist
34. Affidavit of Posting- NOA
35. 1<sup>st</sup> Technical Review (TR) Comments, 08.02.12
36. Omega Engineering – 1<sup>st</sup> TR response letter, 10.15.12
37. TraffEx-Response Letter, 09.20.12
38. TraffEx-Revised Impact Fees Letter, 10.04.12
39. ADAPT- Phase 1 Environmental Site Assessment, 02.15.12
40. 11 x 17 Site Plan, 10.22.12 SUPERSEDED
41. Earth Solutions- Phase 1 ESA, 11.09.07
42. Preliminary Drainage Report, Joseph M. Smeby, June 2012, Revised Oct. '12
43. 24 x 36 Site Plan, 10.22.12 SUPERSEDED
44. RFR Checklist
45. 2<sup>nd</sup> Technical Review Comments, 11.09.12
46. TraffEx- Response to add'l comments on the TIA, 11.27.12
47. The Greenbusch Group- Preliminary Noise Study, 12.05.12
48. 24 x 36 Site Plan, 12.05.12 SUPERSEDED
49. Transpo Group- TIA review, 01.25.13
50. Amendment to SEPA Checklist, 01.29.13 (also see Exhibit 59)
51. 11 x 17 Site Plan, 01.29.13 SUPERSEDED



# EXHIBIT B

52. 24 x 36 Architectural Site Plan, 01.29.13 SUPERSEDED
53. 24 x 36 Site Plan, 01.29.13 SUPERSEDED
54. TraffEx- Response to Transpo and Revised Trip Generation, 01.31.13
55. Critical Areas report and Detailed Mitigation Plan, 02.03.13
56. Traffic Concurrency Recommendation, Kevin Nielsen, 02.11.13
57. 3<sup>rd</sup> Technical Review, 02.13.13
58. Traffic Concurrency Acceptance Letter, Steve Malsam, 02.13.13
59. MDNS, 02.15.13, w/EC (Exhibit 9) & Amendment to EC (Exhibit 50)
60. Affidavit of posting- MDNS
61. Affidavit of posting – NOH
62. Technical Review 3 response letter-Dan Fernissee, 02.21.13
63. 11 x 17 Architectural Site Plan(sheets A1, A101, A102) DDG, 03.01.13
64. 24 x 36 Architectural Site Plan, (sheets A1, A101, A102) DDG 03.01.13
65. 11 x 17 Site Plan (sheets 1-10) Omega , 03.01.13
66. 24 x 36 Site Plan (sheets 1-10) Omega, 03.01.13
67. 8 ½ x 11 Rezone Boundary map
68. Snohomish County RODO for Mitigation of Impacts to County Roads
69. Staff Recommendation
70. E-mail correspondence thread: WSDOT - Marysville
71. E-mail correspondence thread: WSDOT – Marysville
72. E-mail correspondence thread: WSDOT – Marysville
73. Marysville Land Use Plan Map
74. Marysville Lakewood Neighborhood Land Use Designations Map
75. Marysville Planned Connector Roads Map
76. Memo to Hearing Examiner from Chris Holland, Planning Manager
77. Photographs submitted by Mr. Cowley

## **PARTIES of RECORD:**

City of Marysville  
Community Development Department  
80 Columbia Avenue  
Marysville, WA 98270

Peter Cowley  
P.O. Box 191  
Marysville, WA 98270

Kermit R. Metcalf  
18904 – 86<sup>th</sup> Place West  
Edmonds, WA 98026

Dan Eernissee  
5509 17<sup>th</sup> Ave NE  
Seattle, WA 98105

Julie Workman  
17516 27<sup>th</sup> Ave NE  
Marysville, WA 98271

Ramin Pazooki  
WSDOT  
P.O. Box 330310  
Seattle, WA 98133-9710

# EXHIBIT B

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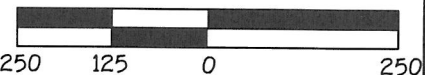
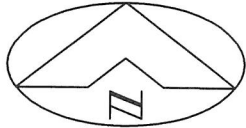
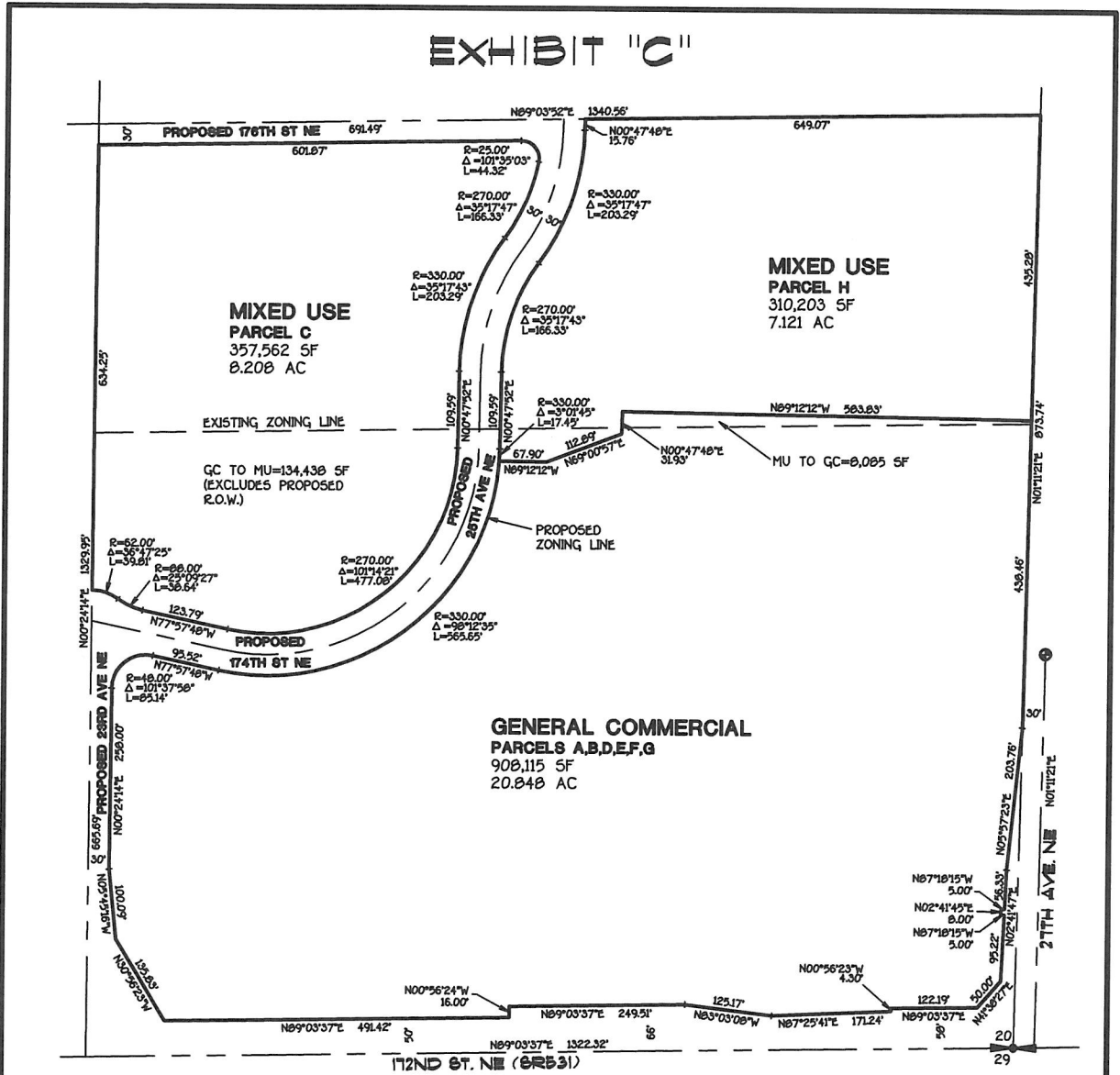
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Steve Benenati  
WSDOT  
P.O. Box 330310  
Seattle, WA 98133-9710





SCALE: 1" = 250'

<p>A.S.P.I. LAND SURVEYING AND PLANNING 4532-B EVERGREEN WAY EVERETT, WA 98203 (425) 252-1884</p>	<p>ZONING EXHIBIT MAP FOR SMOKEY POINT COMMERCIAL, LLC A PORTION OF THE SE 1/4, SW 1/4 OF SEC. 20, TWP. 31 N, RGE. 5 E, W.M. CITY OF MARYSVILLE SNOHOMISH COUNTY, WASHINGTON</p>		<p>09/23/2015</p>
			<p>M5G</p>
			<p>211069</p>

# *Index #7*

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

**CITY COUNCIL MEETING DATE: 10/26/2015**

<b>AGENDA ITEM:</b> Resolution setting hearing regarding Transportation Benefit District	
<b>PREPARED BY:</b> Jon Walker	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Legal	
<b>ATTACHMENTS:</b> Resolution	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The legislature recently authorized cities to assume the powers of a Transportation Benefit District (TBD) when the boundaries of the city and the TBD are the same. If the city wishes to consider making this change, a public hearing must be held. After the public hearing, the Council may adopt an ordinance assuming the powers of the TBD.

This resolution sets a public hearing on November 9, 2015 at 7:00 pm to take testimony as to whether assuming the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District would be in the public interest or welfare. Notice of the public hearing would be published at least two times prior to the scheduled hearing in a newspaper of daily general circulation printed or published in Marysville or Snohomish County.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council adopt the resolution and authorize the Mayor to sign the resolution.
--

## CITY OF MARYSVILLE

## RESOLUTION No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON SETTING A HEARING CONCERNING THE ASSUMPTION OF THE RIGHTS, POWERS, IMMUNITIES, FUNCTIONS, AND OBLIGATIONS OF THE MARYSVILLE TRANSPORTATION BENEFIT DISTRICT.**

WHEREAS, on January 13, 2014, the City Council adopted Ordinance 2938 establishing the Marysville Transportation Benefit District and adopting a new chapter 12.06 of the municipal code; and

WHEREAS, during the third special session of the 2015 legislative session the legislature passed and the governor signed 2ESSB 5987, which became effective July 15, 2015, as chapter 44 Laws of 2015 3<sup>rd</sup> Special Session; and

WHEREAS, sections 301 through 307 of chapter 44 Laws of 2015 3<sup>rd</sup> Special Session constitute a new chapter in Title 36 RCW, but have not yet been codified;

WHEREAS, chapter 44 Laws of 2015 3<sup>rd</sup> Special Session sections 301 through 307 authorize a city to assume the rights, powers, functions, immunities, and obligations of a transportation benefit district that has boundaries coterminous with the boundaries of the city; and

WHEREAS, the boundaries of the Marysville Transportation Benefit District are coterminous with the boundaries of the City of Marysville; and

WHEREAS, the Council intends to hold a public hearing concerning the assumption of the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District; and

WHEREAS, the purpose of the public hearing is to take testimony as to whether assuming the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District would be in the public interest or welfare; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE** that a public hearing will be held on November 9, 2015 at 7:00 p.m. in the Marysville City Council Chambers

at 1049 State Avenue, Marysville, Washington, regarding whether the City should assume the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City Clerk will cause this resolution to be published at least two times prior to the scheduled hearing in newspapers of daily general circulation printed or published in Marysville or Snohomish County.

Adopted by the City Council at an open public meeting on October 26, 2015.

CITY OF MARYSVILLE

BY: \_\_\_\_\_  
Jon Nehring, Mayor

Attest:

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker  
City Attorney



# *Index #8*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 26, 2015**

<b>AGENDA ITEM:</b> Release of Slope Easements for Cedar Landing Housing Partners Recorded under Auditor’s File Number(s) 9610010546 & 9703280119	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Deryl Taylor, Development Services Technician	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> 1. Release of Slope Easement for AFN 9610010546 2. AFN 9610010546 3. Release of Slope Easement for AFN 9703280119 4. AFN 9703280119		
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

Cedar Landing Housing Partners has requested the City of Marysville release two slope easements recorded under Auditor’s File Number(s) 9610010546 & 9703280119 that were required to be recorded for slopes along 88<sup>th</sup> Street NE and 67<sup>th</sup> Avenue NE during the construction of Cedar Landing Apartment Complex, located at 8700 67<sup>th</sup> Avenue NE.

The Public Works and Community Development Departments have conducted site visits and reviewed the land use file and have determined that the slope easements are no longer necessary and should be released.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to the sign the two <i>Release of Slope Easements</i> for Cedar Landing Housing Partners.
<b>COUNCIL ACTION:</b>

Return Address:

**CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270**

(Please print or type information)

Document Title(s) (or transactions contained therein):

**RELEASE OF SLOPE EASEMENT**

Grantor(s) (Last name first, then first name and initials):

**CITY OF MARYSVILLE**

Grantee(s) (Last name first, then first name and initials):

**CEDAR LANDING HOUSING PARTNERS, A WASHINGTON LIMITED  
PARTNERSHIP**

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

**LOT 4 OF SHORT PLAT NO. 68(3-81) UNDER RECORDING NO.  
8206170136, BEING A PTN OF SE1/4 NE1/4 SEC 22, T30N, R5E, WM,  
SNOHOMISH CO, WA**

Reference Number(s) of Documents assigned or released:

**RELEASE AUDITORS FILE NUMBER 9610010546**

Assessor's Property Tax Parcel/Account Number:

**30052200102900**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.







AFTER RECORDING RETURN TO: 9  
CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

**NO EXCISE TAX  
REQUIRED**

OCT 02 1996



BOB DANTINI, Snohomish County Treasurer  
By BOB DANTINI

96 OCT -1 PM 4:29  
SECRETARY OF STATE  
DEPUTY

RECORDED

9610010546

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

**EASEMENT FOR SLOPES**

THIS AGREEMENT, made this 21<sup>st</sup> day of August, 1996 by and between JOHN L. HARRISON and SHARON K. HARRISON, husband and wife, hereinafter called the GRANTOR, and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called the GRANTEE.

WHEREAS the GRANTOR herein is the owner of that certain parcel of land described as follows, to-wit:

**LOT 4 OF SHORT PLAT 68 (3-81) RECORDED UNDER RECORDING NUMBER 8206170136, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.**

WHEREAS, it has been found necessary in the construction and improvement of LID No. 64, 67th Avenue N.E. and 88th Street N.E. Reconstruction to make slopes on the said property of the Grantor for cuts and fills;

NOW, THEREFORE, in consideration of the premises, and to the same extent and purposes as if the rights herein granted had been acquired under the eminent domain statute of the State of Washington, Grantor hereby conveys and warrants to the CITY OF MARYSVILLE, its successors and assigns, a perpetual right and easement to use and occupy the following-described lands for the purpose of construction and maintenance of highway slopes:

**THE EAST 35 FEET OF SAID PROPERTY.**

IN WITNESS WHEREOF, the said GRANTOR has hereunto signed his name this 21 day of AUGUST, 1996

John L. Harrison  
GRANTOR

Sharon K. Harrison  
GRANTOR

State of Washington )  
County of Snohomish ) ss.

I certify that I know or have satisfactory evidence that JOHN L. HARRISON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the owner of the aforementioned property to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: AUGUST 21, 1996



Jay R. Larson  
(Signature) Jay R. Larson  
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island  
Title \_\_\_\_\_  
My appointment expires 12-27-96

\\wshp\m\1004\NL1-039.DOC

TL 1-038 SL

VOL. 3217 PAGE 2404

State of Washington )  
 ) ss.  
County of Snohomish

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

Dated: AUGUST 21, 1996

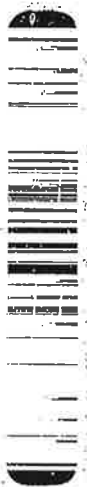


Jay R. Larson  
(Signature) JAY R. LARSON

NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island

Title  
My appointment expires 12-27-96

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR



9610010546

\\waling\my\11084\11-030.DOC

TL 1-038 SL  
VOL. 3217 PAGE 2405



Return Address:

**CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270**

(Please print or type information)

Document Title(s) (or transactions contained therein): <b>RELEASE OF SLOPE EASEMENT</b>
Grantor(s) (Last name first, then first name and initials): <b>CITY OF MARYSVILLE</b>
Grantee(s) (Last name first, then first name and initials): <b>CEDAR LANDING HOUSING PARTNERS, A WASHINGTON LIMITED PARTNERSHIP</b>
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.) <b>LOT 3 OF SHORT PLAT NO. 68 (3-81) UNDER RECORDING NO. 8206 170136, BEING A PORTION OF THE SE QUARTER OF THE NE QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON</b>
Reference Number(s) of Documents assigned or released: <b>RELEASE AUDITORS FILE NUMBER 9703280119</b>
Assessor's Property Tax Parcel/Account Number: <b>30052200102900</b>
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.





RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

9703280119

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM (Cover Sheet)

10-

97 MAR 28 AM 10:33  
AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY

RECORDED

Return Address

CITY OF MARYSVILLE  
ATTN: City Clerk  
4822 Grove Street  
Marysville, WA 98270

Please print or type information

Document Title(s) (or transactions contained therein):

- EASEMENT FOR SLOPES
- 
- 
- 

Reference Number(s) of Documents assigned or released:  
Not Applicable  
(on page \_\_\_\_ of document(s))

Grantor(s) (Last name first, then first name and initials)

- JENTZ, JON L., also shown of record as JENTZ, JOHN L.
- JENTZ, MICHELLE K.
- 
- 
- Additional names is on page \_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

- CITY OF MARYSVILLE
- 
- 
- 
- Additional names is on page \_\_\_\_ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

Pin of SEC 22, TWP 30N R5E  
 Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number  
Portion of 223005-1-029-0008

Additional parcels on page \_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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**NO EXCISE TAX  
REQUIRED**

After Recording Return to:  
City of Marysville  
4822 Grove Street  
Marysville, WA 98270

**MAR 28 1997**

*Bob Dantini*, Snohomish County Treasurer  
By BOB DANTINI

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

**EASEMENT FOR SLOPES**

Tax # 223005-1-029-0008

THIS AGREEMENT, made this 15 day of MARCH, 1997 by and between JON L. JENTZ, also shown of record as JOHN L. JENTZ, and MICHELLE K. JENTZ, husband and wife, hereinafter called the GRANTOR, and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called the GRANTEE.

WHEREAS the GRANTOR herein is the owner of that certain parcel of land described as follows, to-wit:

**LOT 3 OF SHORT PLAT NO. 68 (3-81) UNDER RECORDING NUMBER 8206 170136, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON.**

WHEREAS, It has been found necessary in the construction and improvement of LID No. 64, 67th Avenue N.E. and 88th Street N.E. Reconstruction to make slopes on the said property of the Grantor for cuts and fills;

NOW, THEREFORE, in consideration of the premises, and to the same extent and purposes as if the rights herein granted had been acquired under the eminent domain statute of the State of Washington, Grantor hereby conveys and warrants to the CITY OF MARYSVILLE, its successors and assigns, a perpetual right and easement to use and occupy the following-described lands for the purpose of construction and maintenance of highway slopes:

**BEGINNING** AT A POINT ON THE SOUTH LINE OF SAID LOT DISTANT 35 FEET WEST OF THE WEST LINE OF A RIGHT-OF-WAY ON LOT 3 RUNNING FORTY FEET TO THE WEST OF AND PARALLEL TO THE CENTERLINE OF 67TH AVENUE N.E.;  
THENCE NORTHEASTERLY TO A POINT ON SAID RIGHT-OF-WAY LINE DISTANT 250 FEET NORTH OF THE SOUTH LINE OF SAID LOT;  
THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE TO SAID SOUTH LINE THEREOF;  
THENCE WEST ALONG SAID LINE 35 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH** THAT PORTION OF SAID LOT 3 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:  
**BEGINNING** AT A POINT ON THE EAST LINE OF SAID LOT, DISTANT 40 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;  
THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF SAID LOT, DISTANT 10 FEET WEST OF SAID NORTHEAST CORNER THEREOF AND **TERMINUS** OF SAID LINE. THE LOT LINES REFERRED TO RELATE TO THE DEDICATED RIGHT-OF-WAYS OF SAID SHORT PLAT.

IN WITNESS WHEREOF, the said GRANTOR has hereunto signed his name this 15th day of March, 1997.

GRANTOR *Jon L. Jentz*

GRANTOR *Michelle K. Jentz*

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TL 1-029 SL

9703280 119

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# *Index #9*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 26, 2015**

<b>AGENDA ITEM:</b> Corrected Utility Easement for Cedar Landing Housing Partners	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Deryl Taylor, Development Services Technician	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> 1. Corrected Utility Easement 2. AFN 200002280719		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

Cedar Landing Housing Partners recognized a discrepancy in the original utility easement that was recorded under Auditor’s File Number (AFN) 200002280719 for the Cedar Landing Apartment Complex, located at 8700 67<sup>th</sup> Avenue NE. The recorded utility easement’s legal description reads “Beginning at the Northwest corner of said Lot 4” when it should have read “Beginning at the Northwest corner of said Lot 3.” The incorrect legal description placed the utility easement through the existing structures, incorrectly encumbering the site.

The corrected utility easement will release AFN 200002280719 and reference the correct legal description for the utility easement, which will not encumber the existing structures.

**RECOMMENDED ACTION:**

Authorize the Mayor to the sign the *Corrected Utility Easement* for Cedar Landing Housing Partners.

**COUNCIL ACTION:**

Return Address:

**CITY OF MARYSVILLE  
1049 STATE AVENUE  
MARYSVILLE, WA 98270**

(Please print or type information)

Document Title(s) (or transactions contained therein): <p style="text-align: center;"><b>CORRECTED UTILITY EASEMENT</b></p>
Grantor(s) (Last name first, then first name and initials): <p style="text-align: center;"><b>CEDAR LANDING HOUSING PARTNERS</b></p>
Grantee(s) (Last name first, then first name and initials): <p style="text-align: center;"><b>CITY OF MARYSVILLE</b></p>
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.) <p style="text-align: center;"><b>SEE PAGE 1</b></p> <p style="text-align: center;"><b>ABBREVIATED: PTN LOT 3 OF SNOHOMISH COUNTY SHORT PLAT NO. (68 (3-81)), ACCORDING TO THE PLAT RECORDED AS AUDITOR'S FILE NO. 8206170136</b></p>
Reference Number(s) of Documents assigned or released: <p style="text-align: center;"><b>RELEASE AUDITORS FILE NUMBER 200002280719</b></p>
Assessor's Property Tax Parcel/Account Number: <p style="text-align: center;"><b>30052200102900</b></p>
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**City of Marysville Utility Easement  
(Corrected)**

THIS INDENTURE made this \_\_\_\_ day of October, 2015 between CEDAR LANDING HOUSING PARTNERS, a Washington limited partnership, hereinafter referred to as “Grantor” and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as “Grantee”.

WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

Parcel A:

Lots 2 and 3 of Short Plat No. 68(3-81), recorded under Auditor's File No. 8206170136, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 30 North, Range 5 East W.M.

Except that portion thereof conveyed to the City of Marysville by Deeds recorded under Auditor's File Nos. 9703280075, 9703280076 and 200101190390.

Parcel B:

Lot 4 of Short Plat No. 68(3-81), recorded under Auditor's File No. 8206170136, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 30 North, Range 5 East W.M.

Situate in the County of Snohomish, State of Washington.

(“Grantor Property”); and

WHEREAS, SHELTER RESOURCES, INC., a Washington corporation, as general partner of the Grantor conveyed to Grantee a Utility Easement dated as of November 12, 1999, and recorded under Auditor’s File No. 200002280719 (“1999 Utility Easement”);

WHEREAS, Grantor and Grantee have discovered the legal description in the 1999 Utility Easement was in error and now desire to restate the rights and privileges granted therein with the correct legal description;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and

assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain storm drainage lines, and/or sanitary sewer lines, and/or water lines, pipes and appurtenances across, over, under, through, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

See **EXHIBIT A** attached hereto

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

Upon recording of this Utility Easement, the 1999 Utility Easement shall terminate and be of no further force or effect.

*[Signatures on next page.]*

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

**GRANTOR:**

CEDAR LANDING HOUSING PARTNERS  
a Washington limited partnership

By: Insite Housing Partners LLC  
General Partner

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

By: Shelter Resources, Inc.  
General Partner

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

**GRANTEE:**

CITY OF MARYSVILLE

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

Approved as to form and content:

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

*[Notary on next pages]*

**GRANTOR NOTARY:**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Adam Diskin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged him as the member of Insite Housing Partners LLC, a general partner CEDAR LANDING HOUSING PARTNERS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of  
Washington  
Residing at (city): \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Len Brannen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged him as the President of Shelter Resources, Inc., a general partner CEDAR LANDING HOUSING PARTNERS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of  
Washington  
Residing at (city): \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**Exhibit A**Legal Description of Easement Area

That portion of Lot 3 of Snohomish County Short Plat No. (68 (3-81)), according to the plat recorded as Auditor's File No. 8206170136, records of Snohomish County, situated in the SE ¼ NE ¼ of Section 22, Township 30 North, Range 5 East, W.M. Snohomish County, State of Washington, described as follows:

Beginning at the Northwest corner of said Lot 3; thence S 85°02'09" E along the north line of said Lot 3 a distance of 53.05 feet; thence leaving said north line S 01°42'07" W 99.21 feet; thence S 88°17'53" E 236.50 feet; thence S 01°42'07" W 58.00 feet; thence N 88°17'53" W 117.47 feet; thence S 01°42'00" W 140.90 feet; thence S 88°17'53" E 3.59 feet; thence S 01°42'07" W 475.42 feet; thence S 88°17'53" E 199.41 feet to a point on the easterly line of said Lot 3; thence S 01°42'07" W along said easterly line 58.00 feet; thence leaving said easterly line N 88°17'53" W 257.41 feet; thence N 01°42'07" E 326.78 feet; thence N 88°17'53" W 102.59 feet; thence N 01°42'07" E 26.02 feet; thence S 88°17'53" E 102.59 feet; thence N 01°42'07" E 152.13 feet; thence N 88°17'53" W 3.09 feet; thence N 01°42'00" E 185.40 feet; thence N 88°17'53" W 99.49 feet to a point on the westerly line of said Lot 3; thence along said westerly line the following three (3) courses; N 01°42'07" E 74.53 feet; N 89°31'06" W 15.00 feet; N 01°42'07" E 70.02 feet to the Point of Beginning.



\*200001090719\* 200002280719

02/28/2000 02:54 PM Snohomish  
P.0005 RECORDED County

Return Address

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

Please print or type information

<p><b>Document Title(s) for transactions contained therein:</b></p> <p>UTILITY EASEMENT</p>
<p><b>Grantor(s) (Last name first, then first name and initials)</b></p> <p>SHELTER RESOURCES, INC.</p>
<p><b>Grantee(s) (Last name first, then first name and initials)</b></p> <p>THE CITY OF MARYSVILLE</p>
<p><b>Legal description (abbreviated: i.e., lot, block, plat or section; township, range, qtr./qtr.)</b></p> <p><del>As per attached.</del> That portion of Lot 4 of Snohomish Co Short Plat No. (68(3-81) according to the plat recorded as Auditor's File No. 8206170136 records of Snohomish Co. situated in the SE <sup>1</sup>/<sub>4</sub> of Section 22 Township 30 N Range 5E WM Snohomish County State of Washington.</p>
<p><b>Reference Number(s) of Documents assigned or released: N/A</b></p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p>223005-1-038-007/030-0005</p>
<p><b>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</b></p>

200002280719

**NO EXCISE TAX  
REQUIRED**

**FEB 28 2000**

BOB DANTINI, Snohomish County Treasurer  
By BOB DANTINI

**AFTER RECORDING RETURN TO:**

City of Marysville  
4822 Grove Street  
Marysville, WA 98270

**CITY OF MARYSVILLE  
UTILITY EASEMENT**

THIS INDENTURE made this 12 day of November, 19 99  
between Shelter Resources, Inc. hereinafter referred to as "Grantor," the CITY  
OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee,"  
and US Bank (tax exempt & bond issues)  
hereinafter referred to as "Mortgagee." WITNESSETH

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish,  
State of Washington described as follows:

As per attached.

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, and upon said  
lands and premises,

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is  
hereby acknowledges, hereby conveys and grants to the Grantee, its successors and assigns and its permittees  
and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and  
maintain a storm sewer and sanitary sewer lines, and/or water lines, pipes and appurtenances, across, under,  
over and upon the following describes lands and premises situated in the County of Snohomish, State of  
Washington, to-wit:

As per attached.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor,  
for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and  
operating said lines, and the right at anytime to remove said lines and appurtenances from said lands

The Grantor reserves the right to use the surface of the above-described easement in the manner now  
existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said  
easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn,  
shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder,  
in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privilege and authority hereby granted shall continue to be in force until such time as  
the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands,  
or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority  
hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of  
the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear  
of encumbrances, except as above indicated, and that Grantor will forever warrant and defend the title to said  
easement and the quiet possession thereof against the lawful claims and demand of all persons whomsoever.  
This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs,  
successors and assigns forever.

200002280710  
Item 9-10



Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

GRANTOR

MORTGAGEE

Cedar Landing Housing Partners AWLP

US Bank (tax exempt & bond issues)

Ken Bronnen  
SPRINTER RESOURCES INC.  
GENERAL PARTNER

David G. Mullins  
Vice President

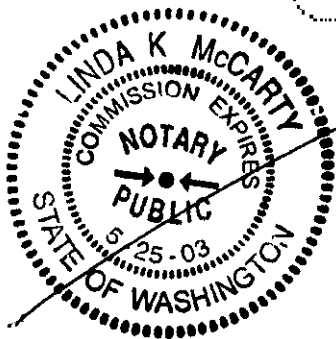
INDIVIDUAL NOTARY

State of Washington )

County of King )  
Snohomish )

I certify that I know or have satisfactory evidence that Ken Bronnen is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their/ free and voluntary act for the uses and purposes mentioned in the instrument

DATED this 12<sup>th</sup> day of November, 19 99



Linda K. McCarty  
Linda K. McCarty  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellevue, WA  
My commission expires May 25, 2003

REPRESENTATIVE NOTARY

STATE OF WASHINGTON )

County of King )  
Snohomish )

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

DATED this 23<sup>rd</sup> day of November, 1999



Cristina Yag-Bigornia  
Cristina Yag-Bigornia  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Mountain Terrace WA  
My commission expires 5-19-2002

200002280719

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

GRANTOR

MORTGAGEE

Lew Brannen, Pres.  
Shelby Resources Inc.

\_\_\_\_\_  
\_\_\_\_\_

INDIVIDUAL NOTARY

State of Washington )

)ss

County of Snohomish )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their/ free and voluntary act for the uses and purposes mentioned in the instrument

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

REPRESENTATIVE NOTARY

STATE OF WASHINGTON )

King )ss

COUNTY OF SNOHOMISH )

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

DATED this 20<sup>th</sup> day of December, 1999

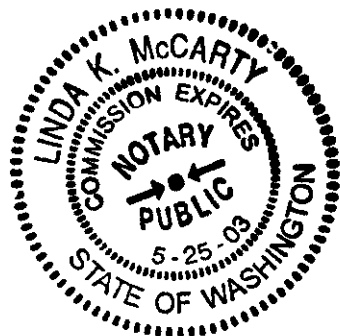
Linda K. McCarty  
Linda K. McCarty

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of

Washington, residing at Belleve, WA

My commission expires May 25, 2003



200002280719

PORTIONS OF THIS DOCUMENT ARE POOR QUALITY FOR SCANNING

# Datum Pacific, Inc.

Civil Engineers • Land Surveyors • Land Planners • Landscape Architects

LESLIE D. KILLINGSWORTH P.E.  
DANIEL R. CLARK P.E.S.  
STEPHAN DEYSENROTH A.S.L.A.

## LEGAL DESCRIPTION OF PROPOSED ACCESS AND UTILITY EASEMENT

(Prepared by Datum Pacific, Inc.)

That portion of Lot 4 of Snohomish County Short Plat No. (68 (3-81), according to the plat recorded as Auditor's File No. 8206170-136, records of Snohomish County, situated in the SE1/4NE1/4 of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, State of Washington, described as follows:

Beginning at the Northwest corner of said Lot 4, thence S85°02'09"E along the north line of said Lot 4 a distance of 53.05 feet, thence leaving said north line S01°42'07"W 99.21 feet, thence S88°17'53"E 236.50 feet, thence S01°42'07"W 58.00 feet, thence N88°17'53"W 117.47 feet, thence S01°42'00"W 140.90 feet, thence S88°17'53"E 3.59 feet, thence S01°42'07"W 475.42 feet, thence S88°17'53"E 199.41 feet to a point on the easterly line of said Lot 4, thence S01°42'07"W along said easterly line 58.00 feet, thence leaving said easterly line N88°17'53"W 257.41 feet, thence N01°42'07"E 326.78 feet, thence N88°17'53"W 102.59 feet, thence N01°42'07"E 26.02 feet, thence S88°17'53"E 102.59 feet, thence N01°42'07"E 152.13 feet, thence N88°17'53"W 3.09 feet, thence N01°42'00"E 185.40 feet, thence N88°17'53"W 99.49 feet to a point on the westerly line of said Lot 4, thence along said westerly line the following three (3) courses, N01°42'07"E 74.53 feet, N89°31'06"W 15.00 feet, N01°42'07"E 70.02 feet to the Point of Beginning.

# DP

\\DP4\NETDATA\LegalsL-DBG2.doc


P.O. Box 308 • Coupeville, WA 98239 • (206) 678-6363 • Fax (206) 678-6365

200002280719

# *Index #10*

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

**CITY COUNCIL MEETING DATE: 10/26/15**

<b>AGENDA ITEM:</b> Department of Enterprise Services Interagency Agreement for Energy/Utility Conservation Project Management and Monitoring Services	
<b>PREPARED BY:</b> Adam Benton, Fleet & Facilities Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Fleet & Facilities	
<b>ATTACHMENTS:</b> Interagency Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> N/A

**SUMMARY:**

This agreement makes available to the City, energy/utility conservation project management and monitoring services and development of energy services proposals by the Washington State Department of Enterprise Services (DES), pursuant to the authority contained in RCW 39.34.

The City is currently undertaking a free preliminary audit of numerous City facilities to determine if state grant funding and jurisdictional rebate and incentive programs are available for energy conservation projects.

Unless and until the City makes a decision to move forward with an energy/utility conservation project supported by the DES program, DES will not require payment of project management fees. If the City decides to proceed with a supported project, the applicable fees are outlined in Attachments A, B and C of the attached Interagency Agreement. Any future energy/utility conservation projects shall be authorized by an Amendment to this Agreement.

This agreement shall govern services through December 31, 2021.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Department of Enterprise Services Interagency Agreement for Energy/Utility Conservation Project Management and Monitoring Services.

# ***Interagency Agreement***

Date: September 10, 2015

*Department of Enterprise Services*

Interagency Agreement No: K3693

**Interagency Agreement Between the  
State of Washington  
Department of Enterprise Services  
and the  
City of Marysville**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as “DES”, and the City of Marysville, hereinafter referred to as the “CLIENT AGENCY”.

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT AGENCY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

## **1. Statement of Work**

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” and Attachment “C”, attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment “A” and Attachment “C”.

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

## **2. Terms and Conditions**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

### **3. Period of Performance**

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **December 31, 2021** unless altered or amended as provided herein.

### **4. Consideration**

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the ESCO.

If monitoring and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

### **5. Billing Procedure**

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

## 6. Payment Procedure

The CLIENT AGENCY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.

## 7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CLIENT AGENCY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

## 8. Records Maintenance

The CLIENT AGENCY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

## 9. Contract Management

- a. The CLIENT AGENCY Representative on this Agreement shall be:

Adam Benton  
 Fleet and Facilities Manager  
 80 Columbia Avenue  
 Marysville, WA 98270  
 Telephone (360) 363-8283  
 Cell (425) 754-0281



The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

- b. The DES Project Manager on this Agreement shall be:

Joseph Sullivan  
 Department of Enterprise Services  
 Engineering and Architectural Services  
 PO Box 41476  
 Olympia, WA 98504-1476  
 Telephone (360) 407-9377

Joseph Sullivan will be the contact person for all communications regarding the conduct of work under this Agreement.

## **10. Hold Harmless**

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

## **11. Agreement Alterations and Amendments**

The CLIENT AGENCY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT AGENCY and DES or their respective delegates.

## **12. Termination**

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

## **13. Disputes**

If a dispute arises under this Agreement, it shall be determined in the following manner: The CLIENT AGENCY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CLIENT AGENCY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

**14. Order of Precedence**

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

**15. All Writings Contained Herein**

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

---

**AUTHORIZATION TO PROCEED**

---

Agreed to and signed by the:

**City of Marysville**

**Department of Enterprise Services  
Engineering & Architectural Services**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Assistant Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats.

For more information, please call Terrie Glave at (360) 407-9330.

K3693IAAtg

# ATTACHMENT A

## Scope of Work Energy/Utility Conservation Projects Management Services

### Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2015-181

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

# ATTACHMENT B

## Fee Schedule

2015-17 Interagency Reimbursement Costs  
for Project Management Fees to Administer  
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001..... 1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000.....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

# ATTACHMENT C

## Scope of Work Energy/Utility Conservation Projects Monitoring Services

### Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2015-181

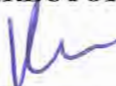
If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

# *Index #11*

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

**CITY COUNCIL MEETING DATE: 10/26/15**

<b>AGENDA ITEM:</b> Janitorial Services Contract Extension	
<b>PREPARED BY:</b> Adam Benton, Fleet & Facilities Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Fleet & Facilities	
<b>ATTACHMENTS:</b> Amendment No. 6 to Janitorial Services Contract, 2015 ABS Bid Letter, Cost Comparison	
<b>BUDGET CODE:</b> Various	<b>AMOUNT:</b> \$140,876.52

**SUMMARY:**

In 2009, the contract for janitorial services was bid and awarded to Advantage Building Services and the City has exercised the option to renew each annual term since then. The contract can be renewed for up to eight additional years upon agreement of the State Office of Procurement, City of Marysville and Advantage Building Services.

The vendor and City staff negotiated a new contract price to account for the vendor’s increased operating costs and increases to services as requested by the City. The proposed price increase is \$71,943.14 for the next annual term, resulting in a new contract amount of \$140,876.52. The price increase is due to the following;

- 1) Additional service locations including the Ebey Waterfront Park Restrooms, Jennings Nature Park Restrooms, the North Annex and the Rotary Ranch.
- 2) An increase in services to improve building hygiene, maintain the current condition of City facilities and extend the lifespan of interior improvements including carpets, hard surfaces, fixtures, etc.
- 3) An increase in janitorial service wages due to an increase in prevailing wage and the influence of the City of Seattle’s increase to minimum wage.

We propose extending the contract for an additional 12 months subject to all other existing terms, conditions, and specifications. The extension would begin on December 14<sup>th</sup>, 2015, after the termination of the temporary janitorial services contract which expires on December 11<sup>th</sup>, 2015. The extension would expire on December 31<sup>st</sup>, 2016.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute Amendment No. 6 to the janitorial services contract between the City of Marysville and Advantage Building services which increases the contract by \$71,943.14 for a total amended contract price of \$140,876.52 and extends the Contract for a sixth annual term.
---

**AMENDMENT NO. 6 TO JANITORIAL SERVICES CONTRACT**  
**BETWEEN**  
**THE CITY OF MARYSVILLE**  
**AND**  
**ADVANTAGE BUILDING SERVICES**  
Effective December 14<sup>th</sup>, 2015

The City and Advantage Building Services agree to amend and modify the Contract as follows to include an increase in janitorial services, an increase in janitorial service fees, and to extend the Contract for a sixth annual term.

1. Site Address #16, "Ebey Waterfront Restrooms", located at the Ebey Waterfront Park, will be added to the cleaning schedule of the Contract.
2. Site Address #17, "Jennings Nature Park Restrooms", located at Jennings Nature Park, will be added to the cleaning schedule of the Contract.
3. Site Address #18, "North Annex", located at 15524 Smokey Park Blvd, will be added to the cleaning schedule of the Contract.
4. Site Address #19, "Rotary Ranch", located at Jennings Park, will be added to the cleaning schedule of the Contract.
5. Advantage Building Services will be paid an additional \$71,943.14 for the sixth annual term extension of the Contract for a total Contract amount of \$140,876.52.
3. The Contract will be extended for a sixth annual term beginning December 14th, 2015 and will end December 31st, 2016.
4. All terms, conditions and provisions of the Contract and Amendments 1, 2, 3, 4 and 5 shall remain in full force and effect except as expressly modified by this Amendment.



IN WITNESS WHEREOF, the parties have executed this contract Amendment No. 6 by their duly authorized representatives to be effective the day and the year first above written.

DATED: \_\_\_\_\_

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

CONTRACTOR  
ADVANTAGE BUILDING SERVICES

By \_\_\_\_\_

Its \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
APRIL O'BRIEN, City Clerk

Approved as to form:

By \_\_\_\_\_  
JON WALKER, City Attorney

## **Advantage Building Services**

**632 107<sup>th</sup> Place SE**

**Everett, WA 98208**

**Office 425-355-9287**

**Fax 425-740-9155**

**Cell 425-346-1660**

E-mail [dan@abservices.us](mailto:dan@abservices.us)

October 14, 2015

Mr. Adam Benton  
Fleet and Facilities Manager  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

Dear Mr. Benton:

We appreciate the opportunity to provide you with the following proposed pricing for the 2015-2016 period of the janitorial contract.

The pricing below is based on the specifications you provided. It does not include periodic work such as floor waxing, window washing, and carpet shampoo. It also assumes that the Police Department cleaning is performed during the day (which is more expensive as day time staff are paid a premium rate).

Our minimum charge for special services (floor waxing, carpet cleaning, window washing) is \$75.00. This would also be the charge for spot cleaning. Pricing for additional services is detailed below.

Building Name	Monthly Janitorial Cost	Waxing and machine scrub (of ceramic) per occurrence	Window Washing per occurrence	Carpet Cleaning per occurrence
City Hall	\$ 1,217.81	\$280.00	\$620.00	\$750.00
Courts	\$ 1,217.81	\$210.00	\$520.00	\$750.00
Public Safety	\$ 1,266.53	\$280.00	\$345.00	\$600.00
Public Works Administration	\$ 811.88	\$140.00	\$435.00	\$480.00
Public Works Maintenance	\$ 1,014.84	\$600.00	\$75.00	\$75.00
Solid Waste	\$ 304.45	\$75.00	\$75.00	\$75.00
Inspectors	\$ 304.45	\$75.00	\$75.00	\$75.00
Waste Water Maintenance	\$ 405.94	\$75.00	\$75.00	\$75.00
Waste Water Lab	\$ 405.94	\$140.00	\$75.00	\$75.00
Ken Baxter Senior Center	\$ 811.88	\$280.00	\$75.00	\$75.00
Comeford Park	\$ 568.31	\$75.00	N/A	N/A
Ebey Waterfront Park	\$ 568.31	\$75.00	N/A	N/A
Jennings Park Administration Office	\$ 405.94	\$75.00	\$75.00	\$150.00
Jennings Park Maintenance Building	\$ 405.94	\$75.00	Included with Admin	\$75.00
Jennings Park Ranch	\$ 568.31	\$75.00	Included with Admin	N/A
Jennings Park Barn	\$ 568.31	\$280.00	Included with Admin	N/A
Jennings Nature Park Restrooms	\$ 568.31	\$75.00	N/A	N/A
Water Filtration	\$ 81.19	\$140.00	\$75.00	\$75.00
Police Department Annex	\$ 243.56	\$75.00	\$75.00	\$75.00

Please call us at 425-355-9287 if you have any questions or concerns.

We appreciate your business.

Sincerely,

Bogdan Pankevich  
Partner

## Janitorial Work Contracts

<b>Original Contract</b>				
Site Address	Building Name	2014 Annual Cost	Temp. Contract Cost (Annualizd)	Proposed 2015-2016 Cost
1	Public Works Admin	\$ 780.73	\$ 1,132.91	\$ 811.88
2	Public Works Maintenance	\$ 452.63	\$ 962.97	\$ 1,014.84
3	WWTP Maintenance	\$ 246.28	\$ 305.89	\$ 405.94
4	WWTP Lab Building	\$ 235.91	\$ 373.86	\$ 405.94
5	Ken Baxter Community Center	\$ 398.51	\$ 566.46	\$ 811.88
6	Comeford Park Restrooms	\$ 276.52	\$ 1,413.57	\$ 568.31
7	Courts	\$ 1,135.16	\$ 1,699.37	\$ 1,217.81
8	City Hall	\$ 643.76	\$ 1,978.51	\$ 1,217.81
9	Public Safety Building	\$ 723.58	\$ 1,790.00	\$ 1,266.53
10	Jennings Park Administration	\$ 188.77	\$ 169.94	\$ 405.94
11	Jennings Park Maintenance	\$ 121.57	\$ 330.43	\$ 405.94
12	Jennings Park Barn	\$ 275.61	\$ 1,087.36	\$ 568.31
13	Solid Waste Building	\$ 81.04	\$ 348.27	\$ 304.45
14	CD Building Inspectors	\$ 140.04	\$ 283.23	\$ 304.45
15	Stilliguamish Filtration Plant	\$ 45.06	\$ 56.65	\$ 81.91
	<i>Monthly Subtotal</i>	\$ 5,745.17	\$ 9,998.49	\$ 8,898.88
<b>Contract Additions</b>				
Site Address	Building Name	2014 Annual Cost	Temporary Contract Cost (Annualizd)	Proposed 2015-2016 Cost
16	Ebey Waterfront Restrooms	\$ -	\$ 1,413.57	\$ 568.31
17	Jenning Nature Park Restrooms	\$ -	\$ 761.15	\$ 568.31
18	North Annex	\$ -	\$ -	\$ 243.56
19	Rotary Ranch	\$ -	\$ 543.68	\$ 568.31
	<i>Monthly Subtotal</i>	\$ -	\$ 2,718.40	\$ 1,948.49
<b>Monthly Total</b>		\$ 5,745.17	\$ 15,217.82	\$ 11,740.43
<b>Annual Total</b>		\$ 68,942.02	\$ 182,613.84	\$ 140,885.16