

May 2, 2016

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

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

- 1. Public Safety Tax Option Discussion

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

- 2. Consider the April 4, 2016 City Council Work Session Meeting Minutes
- 3. Consider the April 11, 2016 City Council Meeting Minutes

Consent

- 4. Consider the April 20, 2016 Payroll in the Amount \$947,808.24; Paid by EFT Transactions and Check Number's 29833 through 29855

Review Bids

Public Hearings

New Business

- 5. Consider the Nonexclusive Communication Site Sublease/License with the T-Mobile West LLC
- 6. Consider Adopting the Proposed Job Description for Wastewater Treatment Plant Supervisor, which Captures the Responsibilities, Knowledge, Skills, and Abilities Required to Perform the Duties of this Position and Place the Wastewater Treatment Plant Supervisor at Level M-4 on the Management Classification Grid
- 7. Consider the Final Plat of Rock Creek North Division 2, Phase 4.
- 8. Consider the Final Plat of Rock Creek North Division 2, Phase 5.
- 9. Consider an **Ordinance** Amending Chapter 6.60 of the Municipal Code and Prohibiting the Discharge of Firearms

Work Sessions are for City Council study and orientation – Public Input will be received at the May 9, 2016 City Council meeting.

May 2, 2016

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

City Hall

Legal

10. Review of Council Procedures

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

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/9/16

AGENDA ITEM: Criminal Justice Sales Tax	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Proposed Agreement	
BUDGET CODE: 00100011.549000	AMOUNT: \$50,000.00
SUMMARY:	

Snohomish County Executive's office has notified the City that the Executive will be requesting that the County Council place a measure on the August 2 primary ballot for consideration. The County Council has not yet acted on the Executive recommendation. The measure will be to ask voters for approval of a two-tenth of one percent sales and use tax for funding criminal justice. The sales and use tax is authorized under RCW 82.14.450.

If the County and City adopt an ordinance or resolution to impose a sales and use tax under this section, the total rate cannot exceed three-tenths of one percent. The maximum tax authorized by a city is one-tenth of one percent.

In the case of tax proceeds authorized through and received by the County, they must be shared between the county and city, with 60% retained by the County and 40% distributed to the City on a per capita basis. The County has provided estimates of the resulting distribution under scenarios of 1/10 of one percent and 2/10 of one percent (attached). In the case of tax proceeds authorized through and received by the City, 85% is retained by the City and 15% is distributed to the County.

The City's Executive office is providing this information to the Council to discuss and to review whether any action should be taken by the City to place a measure on the August primary. Deadline for submitting a resolution to the County Auditor is May 13, 2016.

RECOMMENDED ACTION: Discussion of information and options.
--

RCW 82.14.450**Sales and use tax for counties and cities.**

(1) A county legislative authority may submit an authorizing proposition to the county voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this section may not exceed three-tenths of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

(2)(a) A city legislative authority may submit an authorizing proposition to the city voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this subsection may not exceed one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. A city may not begin imposing a tax approved by the voters under this subsection prior to January 1, 2011.

(b) If a county adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under subsection (1) of this section prior to a city within the county adopting an ordinance or resolution to submit a ballot proposition to the voters to impose the tax under this subsection, the rate of tax by the city under this subsection may not exceed an amount that would cause the total county and city tax rate under this section to exceed three-tenths of one percent. This subsection (2)(b) also applies if the county and city adopt an ordinance or resolution to impose sales and use taxes under this section on the same date.

(c) If the city adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under this subsection prior to the county in which the city is located, the county must provide a credit against its tax under subsection (1) of this section for the city tax under this subsection to the extent the total county and city tax rate under this section would exceed three-tenths of one percent.

(3) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state under chapters **82.08** and **82.12** RCW upon the occurrence of any taxable event within the county.

(4) The retail sale or use of motor vehicles, and the lease of motor vehicles for up to the first thirty-six months of the lease, are exempt from tax imposed under this section.

(5) One-third of all money received under this section must be used solely for criminal justice purposes, fire protection purposes, or both. For the purposes of this subsection, "criminal justice purposes" has the same meaning as provided in RCW **82.14.340**.

(6) Money received by a county under subsection (1) of this section must be shared between the county and the cities as follows: Sixty percent must be retained by the county and forty percent must be distributed on a per capita basis to cities in the county.

(7) Tax proceeds received by a city imposing a tax under this section must be shared between the county and city as follows: Fifteen percent must be distributed to the county and eighty-five percent is retained by the city.

[2010 c 127 § 1; 2009 c 551 § 1; 2007 c 380 § 1; 2003 1st sp.s. c 24 § 2.]

NOTES:

Finding—Intent—2003 1st sp.s. c 24: "The legislature finds that local governments in the state of Washington face enormous challenges in the area of criminal justice and public health. It is the legislature's intent to allow general local governments to raise revenues in order to better protect the health and safety of Washington state and its residents. It is further the intent of the legislature to provide such local governments relief from regulatory burdens that do not harm the public health and safety of the citizens of the state as a means of minimizing the need to generate new revenues authorized under this act." [2003 1st sp.s. c 24 § 1.]

Effective date—2003 1st sp.s. c 24: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect July 1, 2003." [2003 1st sp.s. c 24 § 6.]

Severability—2003 1st sp.s. c 24: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [2003 1st sp.s. c 24 § 7.]

Revenue Collection Estimate for 1 and 2 Tenths of a Percent CJ Sales Tax

Prepared 4/12/2016

2016 estimate 1/10% for MH/CD	\$	13,772,645
adjust for vehicle exemption	\$	(1,032,948)
Estimated revenue generated	\$	12,739,697
County 60%	\$	7,643,818
City 40% per capita	\$	5,095,879

		Population	1/10 of 1 %	2/10 of 1 %
County	Jurisdiction	4/1/15 estimate	Estimated annual revenue	Estimated Annual Revenue
Snohomish	Snohomish County	757,600	\$ 7,643,818	\$ 15,287,636
Snohomish	Unincorporated Snohomish County	330,260		
Snohomish	Incorporated Snohomish County	427,340		
Snohomish	Arlington	18,490	\$ 220,487	\$ 440,973
Snohomish	Bothell (part)	17,230	\$ 205,462	\$ 410,923
Snohomish	Brier	6,500	\$ 77,510	\$ 155,020
Snohomish	Darrington	1,350	\$ 16,098	\$ 32,197
Snohomish	Edmonds	40,490	\$ 482,829	\$ 965,658
Snohomish	Everett	105,800	\$ 1,261,628	\$ 2,523,255
Snohomish	Gold Bar	2,115	\$ 25,221	\$ 50,441
Snohomish	Granite Falls	3,390	\$ 40,425	\$ 80,849
Snohomish	Index	160	\$ 1,908	\$ 3,816
Snohomish	Lake Stevens	29,900	\$ 356,547	\$ 713,094
Snohomish	Lynnwood	36,420	\$ 434,296	\$ 868,591
Snohomish	Marysville	64,140	\$ 764,847	\$ 1,529,694
Snohomish	Mill Creek*	19,760	\$ 235,631	\$ 471,262
Snohomish	Monroe*	17,620	\$ 210,112	\$ 420,225
Snohomish	Mountlake Terrace	21,090	\$ 251,491	\$ 502,982
Snohomish	Mukilteo	20,900	\$ 249,225	\$ 498,450
Snohomish	Snohomish	9,385	\$ 111,913	\$ 223,826
Snohomish	Stanwood	6,585	\$ 78,524	\$ 157,048
Snohomish	Sultan	4,680	\$ 55,807	\$ 111,615
Snohomish	Woodway	1,335	\$ 15,919	\$ 31,839
Sub-total city		427,340	\$ 5,095,879	\$ 10,191,757

* Cities have implemented their max allowed 1/10.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ORDINANCE NO. 16-___

PROVIDING FOR SUBMISSION TO THE QUALIFIED VOTERS OF THE COUNTY A
PROPOSITION AUTHORIZING A LOCAL SALES AND USE TAX OF TWO TENTHS
OF ONE PERCENT FOR CRIMINAL JUSTICE AND FIRE PROTECTION PURPOSES;
ADOPTING A NEW CHAPTER 4.30 SCC

WHEREAS, The Snohomish County Council has determined that the increasing
cost of the criminal justice and fire protection services within the county and the cities
within Snohomish County cannot be sustained within current resources; and

WHEREAS, the citizens of Snohomish County have clearly indicated that
criminal justice and fire protection services are critical priorities, and

WHEREAS, the health, welfare and safety of the residents and businesses of
Snohomish County require that the county and the cities within the county provide an
adequate level of criminal justice and fire protection services; and

WHEREAS, criminal justice and fire protection services within the county will
face significant reductions without additional resources; and

WHEREAS, RCW 82.14.450 authorizes the county to impose an additional
sales tax for criminal justice and fire protection services within the county, to be shared
between the county and the cities within the county; and

WHEREAS, the intent of the Snohomish County Council is that the revenue from
this additional sales tax be used by Snohomish County and the cities within the county
for criminal justice and fire protection purposes as required by RCW 82.14.450; and

WHEREAS, in order to provide funding to maintain criminal justice and fire
protection services for Snohomish County and the cities within Snohomish County, it is
deemed necessary and advisable for Snohomish County to impose an additional local
sales and use tax of two tenths of one percent (0.2%) as authorized by RCW 82.14.450;

BE IT ORDAINED:

Section 1. Submittal to Voters. A ballot proposition shall be submitted to the
qualified voters of the county pursuant to RCW 82.14.450 to authorize the county
council to fix and impose a local sales and use tax of two tenths of one percent (0.2% --
20 cents for every \$100) to provide funds to be used exclusively for criminal justice and
fire protection purposes in accordance with new Chapter 4.30 SCC as set forth in
section 4 of this ordinance.

1 Section 2. Election Authorization. At a special election hereby called by the
2 county council to coincide with the primary election to be held on August 2, 2016, a
3 proposition in substantially the following form shall be submitted to the voters of
4 Snohomish County:

5
6 SNOHOMISH COUNTY, WASHINGTON

7
8 PROPOSITION NUMBER 1

9
10 CRIMINAL JUSTICE AND FIRE PROTECTION
11 SALES AND USE TAX
12

13 The Snohomish County Council passed Ordinance No. 16-XXX concerning a
14 criminal justice and fire protection sales and use tax. This proposition would authorize
15 the imposition of a county-wide sales and use tax, in addition to any other taxes
16 authorized by law, of two tenths of one percent (0.2% -- 20 cents for every \$100) to be
17 used for criminal justice and fire protection purposes, as authorized by RCW 82.14.450.
18 Should this proposition be:

19
20 Approved

21
22 Rejected

23
24
25 Section 3. Auditor's Duties. The auditor-supervisor of elections shall cause
26 notice of the proposed proposition to be published in accordance with the state
27 constitution and general law, and shall place the proposed proposition upon the ballot of
28 the county-wide election held on August 2, 2016.

29
30 Section 4. Chapter 4.30 SCC Adopted.

31
32 If a sales and use tax is authorized by a majority of voters in the special election
33 conducted pursuant to Section 2 of this ordinance, the following new chapter is added to
34 Title 4 of the Snohomish County Code:

35
36 **Chapter 4.30**

37
38 **Criminal Justice and Fire Protection**
39 **Sales and Use Tax**

40 **Sections:**

- 41
- 42 **4.30.010 Imposition of sales and use tax.**
- 43 **4.30.020 Rate of tax imposed.**
- 44 **4.30.030 Use of tax.**
- 45 **4.30.040 Administration and collection.**
- 46 **4.30.050 Effective date.**

1 **4.30.900 Severability.**

2
3 4.30.010 Imposition of sales and use tax.

4
5 There is hereby imposed a sales and use tax, as authorized by RCW 82.14.450,
6 upon every taxable event occurring within Snohomish County. The tax shall be
7 imposed upon and collected from those persons from whom the state sales and use tax
8 is collected pursuant to chapters 82.08 and 82.12 RCW. The sales and use tax
9 imposed pursuant to this chapter shall be in addition to those sales and use taxes
10 imposed under chapters 4.24 and 4.25 SCC.

11
12 4.30.020 Rate of tax imposed.

13
14 The rate of tax imposed by SCC 4.30.010 shall be two-tenths of one percent of
15 the selling price (in the case of sales tax) or value of the article used (in the case of the
16 use tax).

17
18 4.30.030 Use of tax.

19
20 (1) Monies received from the tax imposed by SCC 4.30.010 shall be used for
21 criminal justice and fire protection purposes as required by RCW 82.14.450. For
22 purposes of this section, "criminal justice purposes" has the same meaning as provided
23 by RCW 82.14.340.

24
25 (2) The monies received by the county from the tax imposed by SCC 4.30.010
26 shall be shared between the county and the cities within the county as follows: sixty
27 percent shall be retained by the county and forty percent shall be distributed on a per
28 capita basis to the cities within the county.

29
30 4.30.040 Administration and collection.

31
32 The administration and collection of the tax imposed by this chapter shall be in
33 accord with the provisions of chapters 82.08, 82.12, and 82.14 RCW, and subject to
34 such regulations, contracts, and inspections as are required by the department of
35 revenue for the administration of such taxes.

36
37 4.30.050 Effective date.

38
39 This chapter shall take effect on January 1, 2017.

40
41 4.30.900 Severability.

42
43 If any provision of this chapter or its application to any person or circumstance is
44 held invalid, the remainder of the chapter or the application of the provision to other
45 persons or circumstances is not affected.

1 Section 5. Notification of department of revenue.

2
3 Upon certification of the results of the special election conducted pursuant to
4 Section 2 of this ordinance, if the sales and use tax is authorized by a majority of voters,
5 the executive shall immediately notify the state Department of Revenue of the county's
6 imposition of the sales and use tax.

7
8 PASSED this ___ day of _____, 2006.

9
10 SNOHOMISH COUNTY COUNCIL
11 Snohomish County, Washington

12
13 _____
14 Chairperson

15
16 ATTEST:

17
18 _____
19 Clerk of the Council

20
21 () APPROVED

22
23 () EMERGENCY

24
25 () VETOED

26
27 DATE: _____

28
29 _____
30 County Executive

31
32 ATTEST:

33
34 _____
35
36 Approved as to form only:

37
38 _____
39 Deputy Prosecuting Attorney

Index #2

COUNCIL*DRAFT*
MINUTES**Regular Meeting**

April 4, 2016

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: Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: Steve Muller, Kamille Norton

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Planning Manager Chris Holland, and Recording Secretary Laurie Hugdahl.

Approval of the Agenda

Mayor Nehring noted that the Snohomish County Council just passed the ordinance that coincides with property tax exemption for Industrial/Manufacturing Industries and that it is important to get a public hearing scheduled as soon as possible. An action item has been added to tonight's agenda related to this. He requested that the Council waive its normal work session rules and take action on this item in order to set a public hearing.

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve the agenda. **Motion** passed unanimously (5-0).

DRAFT

Mayor Nehring noted that Councilmember Norton and Muller both had indicated they would be absent and requested excused absences.

Motion made by Councilmember Wright, seconded by Councilmember Seibert to excuse Councilmember Norton. **Motion** passed unanimously (5-0).

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to excuse Councilmember Muller. **Motion** passed unanimously (5-0).

Committee Reports

None

Presentations

Discussion Items

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

1. Consider the March 14, 2016 City Council Meeting Minutes

Consent

2. Consider the March 23, 2016 Claims in the Amount of \$667,347.81; Paid by EFT Transactions and Check Numbers 106952 through 107106 with Check Numbers 94561, 96173 and 100692 Voided
3. Consider the March 18, 2016 Payroll in the Amount \$1,076,040.36; Paid by EFT Transactions and Check Numbers 29773 through 29801

Review Bids

Public Hearings

4. Community Development Block Grant (CDBG) – Program Year 2014 Annual Action Plan Amendment (Public Hearing will be Held on April 11, 2016)

Planning Manager Chris Holland explained that there are three public hearings set for next Monday – this item and the next two items. The first hearing is for reallocating funds for Program Year 2014. There was approximately \$75,432 in unexpended funds. The Citizens Advisory Committee reviewed projects and recommended approval of five projects with that funding. Staff is recommending that the City hold a public hearing and then approve the CDBG Program Year 2014 Annual Action Plan Amendment. The recommended projects include: Jennings Barn bathroom construction; Boys & Girls Club heating, paving, and ceiling projects; and 528 Pedestrian Crossing.

DRAFT

5. Community Development Block Grant (CDBG) – Program Year 2015 Annual Action Plan Amendment (Public Hearing will be Held on April 11, 2016)

This amendment is for Program Year 2015. There was approximately \$100,000 to reallocate due to the failure of the revolving fund program to get off the ground. Staff is recommending reallocating these unused funds for the 528 Pedestrian Crossing and also a homeless housing allocation which would be held in CDBG for future homeless housing efforts.

Councilmember Toyer asked about the status of the revolving loan program. Planning Manager Holland explained that the City will continue to work with other non-profit organizations to see if they have programs where they could lead the City.

6. Community Development Block Grant (CDBG) – Program Year 2016 Annual Action Plan (Public Hearing will be Held on April 11, 2016)

Planning Manager Holland explained the City was awarded almost \$370,000 through Housing and Urban Development. The Citizens Advisory Group is recommending funding three capital projects with that money including: Comford Park Pavilion project; minor home repairs for Senior Services of Snohomish County; and additional funds to be used toward the homeless housing allocation. There were four public service projects recommended for funding. These were Meals on Wheels, Volunteer Chore Services through Catholic Community Services, Housing Hope's Beachwood Apartments, and Food for Thought Backpack Program.

Action Item

7. Consider a Resolution of the City of Marysville Establishing the Intention to Designate an Area to Provide for a Property Tax Exemption for the Value of New Construction for Industrial / Manufacturing Industries and to Establish the Time and Place for A Public Hearing on the Proposal

City Attorney Walker commented that if the City is going to consider designating an area for property tax exemption for new construction for industrial and manufacturing jobs then a public hearing is the first step of that process.

Motion made by Councilmember Toyer, seconded by Councilmember Seibert, to waive the normal work session rules and take action on this item to set a public hearing.

Motion passed unanimously (5-0).

Motion made by Councilmember Toyer, seconded by Councilmember Vaughan, to approve Resolution No. 2392. **Motion** passed unanimously (5-0).

New Business

8. Consider the Professional Services Agreement Supplement No. 2 with RH2 Engineering, Inc. for the Water Comprehensive Plan Update

Director Kevin Nielsen stated this supplement would continue fire flow testing to make sure the model is calibrated. This would support the building department. The other would address comments to the Department of Health when they come back. The total increase would be about \$29,000 to support the Water Comprehensive Plan.

9. Consider the Review of Business Licensing and Home Occupation Permit Fees and Direct Staff to Prepare the Necessary Documents to Eliminate the Home Occupation Permit Fee and Change the New Business License Fee to \$65.00

Community Development Director Dave Koenig explained that staff is looking at business licensing and home occupation fees. He reviewed information on business licensing and home occupation permits and fees with three options. He also reviewed a survey of eleven Snohomish County communities. He summarized that the recommended option is to do away with the home occupation permit fee, increase the new business license fee from \$50 to \$65, and keep the annual license fee at \$40. It is estimated that the basic cost of processing a business license is \$65. Home occupations would be paying \$65 instead of \$100 for two fees. This result of this recommended option would reduce fee revenue by \$1990 based on the 2015 numbers.

Councilmember Wright asked if it would make any difference if a business produces a lot of traffic. Director Koenig explained that would not be impacted by this. He noted that when there are complaints the City tries to work with neighbors and business owners to resolve issues.

Councilmember Vaughan asked if the \$65 fee covers the cost of processing the application. Director Koenig affirmed that it would. He added that annual renewals would help to cover ongoing management issues.

CAO Hirashima noted that general nuisance issues are covered by the general nuisance code.

Mayor Nehring noted that this would level the playing field more for home businesses.

10. Consider Accepting the State Avenue Corridor Improvements (116th St NE to 136th St NE) Project with RRJ Company LLC, Starting the 45-Day Lien Filing Period for Project Closeout

Director Nielsen noted that this project is complete. The construction amount came to 2% over the estimated cost. TIB was a great funding partner with the City for this project.

Legal

Mayor's Business

Mayor Nehring:

- He, Councilmember Wright, and Councilmember Stevens attended the PSRC General Assembly last Thursday where the main topic was light rail.
- The Snohomish County Cities meeting is coming up. Council members should let Leah know if they are planning on attending.

Staff Business

Sandy Langdon announced that the auditors will be coming next week. Staff will be setting an Entrance Conference.

Chris Holland had no comments.

Dave Koenig had no comments.

Kevin Nielsen:

- He said he handed out a construction schedule on I-5 and 116th. Friday looks like it will be a big day.
- On Thursday the temperature is supposed to get in the 80's.
- The biosolids and filtration plant is coming along well.

Jon Walker had no comments.

Gloria Hirashima had no comments.

Call on Councilmembers

Michael Steven commented that the light rail can go from downtown Seattle to Husky Stadium in just eight minutes.

Donna Wright had no comments.

Jeff Seibert thanked Director Nielsen for the update.

Jeff Vaughan had no comments.

Rob Toyer had no comments.

DRAFT

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:30 p.m.

Approved this _____ day of _____, 2016.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

COUNCIL*DRAFT*
MINUTES**Regular Meeting**

April 11, 2016

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Steve Shertzinger from Resurgence Ministries gave the invocation, and Mayor Nehring 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, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

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 Greg McFalls, Planning Manager Chris Holland, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda as presented. **Motion** passed unanimously (7-0).

Committee Reports**Presentations**

A. Volunteer of the Month

This was continued to April 25 Meeting.

B. Sergeant Oath of Office

Chief Smith introduced Pat Connelly and presented the Sergeant's Oath of Office to him.

Approval of Minutes

1. Consider the March 14, 2016 City Council Meeting Minutes

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve the minutes from the March 14, 2016 Council Meeting. **Motion** passed unanimously (7-0).

Consent

2. Consider the March 23, 2016 Claims in the Amount of \$667,347.81; Paid by EFT Transactions and Check Numbers 106952 through 107106 with Check Numbers 94561, 96173 and 100692 Voided
3. Consider the March 18, 2016 Payroll in the Amount \$1,076,040.36; Paid by EFT Transactions and Check Numbers 29773 through 29801
8. Consider the Professional Services Agreement Supplement No. 2 with RH2 Engineering, Inc. for the Water Comprehensive Plan Update
10. Consider Accepting the State Avenue Corridor Improvements (116th St NE to 136th St NE) Project with RRJ Company LLC, Starting the 45-Day Lien Filing Period for Project Closeout

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to approve Consent Agenda items 2, 3, 8, and 10. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

4. Community Development Block Grant (CDBG) – Program Year 2014 Annual Action Plan Amendment

Chris Holland explained this is an amendment to the 2014 Annual Action Plan. There was approximately \$75,000 of unexpended funds. The Citizens Advisory Committee recommended five additional projects for funding including: the Jennings Memorial Barn Renovation (bathrooms), Boys & Girls Club heating project, Boys & Girls Club paving project; Boys & Girls Club ceiling project; and City of Marysville Public Works – SR 528 Pedestrian Improvement. The Citizens Advisory Committee is recommending approval of the amendments to the 2014 Annual Action Plan and that any comments received at the public hearing be incorporated.

The hearing was opened at 7:14 p.m. Public comments were solicited. Seeing none, the hearing was closed at 7:14 p.m.

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to approve the Community Development Block Grant (CDBG) – Program Year 2014 Annual Action Plan Amendment and to direct staff to provide a summary. **Motion** passed unanimously (7-0).

5. Community Development Block Grant (CDBG) – Program Year 2015 Annual Action Plan Amendment

Chris Holland explained this is for amendment to the 2015 Annual Action Plan. There was approximately \$100,000 of unexpended funds that the Citizens Advisory Committee is recommending reallocating \$75,388 to the SR 528 Pedestrian Project and \$24,540 to the Homeless Housing Allocation (for future projects).

The hearing was opened at 7:16 p.m. Public comments were solicited. Seeing none, the hearing was closed at 7:16 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve Community Development Block Grant (CDBG) – Program Year 2015 Annual Action Plan Amendment. **Motion** passed unanimously (7-0).

6. Community Development Block Grant (CDBG) – Program Year 2016 Annual Action Plan

This is for the 2016 Annual Action Plan. The City received \$368,000 in funds for the Community Development Blog Grant Program. The Citizens Advisory Committee had presentations from all the applicants and is recommending funding for the City of Marysville Comeford Park Pavilion, Senior Services of Snohomish County Minor Home Repair Project, and the City of Marysville Homeless Housing Allocation for capital projects. For public services, the Citizens Advisory Committee is also recommending funding Senior Services of Snohomish County Meals on Wheels, Catholic Community Services Volunteer Chore Services, Housing Hope Beachwood Apartments, and Marysville Community Food Bank Food for Thought Backpack Program. Remaining funds will be used for planning and administration.

The hearing was opened at 7:18 p.m. Public comments were solicited. Seeing none, the hearing was closed at 7:18 p.m.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve the Community Development Block Grant (CDBG) – Program Year 2016 Annual Action Plan. **Motion** passed unanimously (7-0).

New Business

DRAFT

9. Consider the Review of Business Licensing and Home Occupation Permit Fees and Direct Staff to Prepare the Necessary Documents to Eliminate the Home Occupation Permit Fee and Change the New Business License Fee to \$65.00

Community Development Director Dave Koenig explained staff is looking for direction from the City Council related to home occupation permit fees. He reviewed the current fees and explained staff's recommendation is to do away with the fee for the home occupation but increase all new license fees from \$50 to \$65 and keep the current annual renewal at \$40. He explained the cost increase from \$50 to \$65 for new license fees is more in line with actual costs.

Councilmember Seibert asked City Attorney Walker if he should leave the room since his wife operates a home business. City Attorney Walker replied that since it was a general rule it would not be necessary.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to Direct Staff to Prepare the Necessary Documents to Eliminate the Home Occupation Permit Fee and Change the New Business License Fee to \$65.00 **Motion** passed unanimously (7-0).

Mayor Nehring thanked Councilmember Vaughan for bringing this to our attention.

Legal

11. Review of Council Procedures

City Attorney Walker solicited comments from Council regarding any changes they wanted to see related to Council Procedures. The five primary topics under consideration included the selection, term and role of the Council President; committee assignments; the process of developing the agenda; parliamentary procedure in the context of Council meetings, and conflict of interests.

Councilmember Wright referred to page 10 under the code of Ethics, item (10) and noted there had been discussion about eliminating "any". City Attorney Walker agreed and explained this may be an item to look at further. Councilmember Seibert asked if this should be limited to just Marysville's ordinances and resolutions or if it should be expanded to county and state ordinances and resolutions as well. City Attorney Walker commented that ultimately removal of someone from their Council duties would be up to the Council. Council could put procedures in place to admonish or censure a member of the Council for their conduct. Councilmember Seibert asked if a felony would make someone ineligible for office. City Attorney Walker said he would look into that.

Mayor Nehring noted that under item (11) under Code of Ethics, "his" should be corrected to "his/her"

Councilmember Norton expressed concern about how the agenda is put together. She thinks it would be good to have some Council input in planning the agendas for the

meetings. Councilmember Vaughan agreed. He also recommended looking at the procedures in light of how it would affect Councils in the future and not just the existing members.

Councilmember Seibert asked what type of participation Councilmember Norton and Vaughan would like to see. Councilmember Norton asked staff for an explanation of how the agenda is currently put together. Mayor Nehring explained that there is a weekly staff meeting where the agenda is discussed. All the items are done by an agenda item bill by department directors. Then the city clerk puts together a draft agenda for staff to review at the staff meeting. If a Councilmember were to ask for something to be on the agenda it would automatically be put on the agenda.

Councilmember Wright explained that historically the Council President/Mayor Pro Tem was able to see the agenda before it was done. Councilmember Vaughan reviewed the current rules related to Council members getting items put on the agenda. He noted it would be good to have it be a little more formal.

Councilmember Seibert asked if they were okay with the way staff items get put on the agenda. Councilmember Vaughan thought it would be helpful for representatives of the Council to have a heads up of what is coming up to have more time to contemplate issues, especially more complex or controversial items. Councilmember Seibert agreed it could be good to make the process a little more formal for councilmembers getting items put on the agenda. He expressed concern about having one or two councilmembers being able to block items from getting on the agenda.

Mayor Nehring explained the Committee system is one way that staff lets the Council know about upcoming needs and agenda items, but it doesn't include a review of the actual agenda itself. He offered to meet with the Council President to review the draft agenda either before or after the staff meeting.

Councilmember Muller noted that there is supposedly a form in place which is mentioned in the Council Rules, but it isn't being utilized.

Councilmember Wright commented that historically there weren't work sessions held where upcoming agendas are reviewed. This happens now and is one way that Council is informed.

Councilmember Vaughan commented that there is an item for Approval of the Agenda at the beginning of the agenda. Council also receives the agenda several days in advance and has a chance to review it prior to the Council meeting. He noted that the Council used to meet with some regularity to discuss short and long-term plans for the City. They haven't done that recently. It might be useful to meet regularly as a Council to have a strategy meeting. Mayor Nehring agreed and noted that staff has discussed this also.

Councilmember Norton asked about the form referred to in the Rules. CAO Hirashima indicated that staff would provide one to Council.

There was discussion about the process. Councilmember Muller recommended that after the form is submitted it could be sent to the other councilmembers somehow so that a motion could be made. City Attorney Walker explained that according to the current rules, the form is only to be used to let other councilmembers know that a motion will be made at the next Council meeting. Councilmember Muller felt that was adequate.

Councilmember Wright noticed several cities also have a vice president. She thought that could be nice to have. City Attorney Walker agreed they could do that. The way the rules are currently written, if both the Mayor and the Council President are gone, the remaining Councilmembers would select someone to preside over the meeting. Councilmember Vaughan asked City Attorney Walker for options Council would have should there be a need for it. City Attorney Walker said he would look to see how other cities handle this.

Councilmember Wright asked what would happen if there is an incapacitation of a councilmember. City Attorney Walker commented that currently the Council can either excuse it or not excuse absences. After three unexcused absences a councilmember could be removed. Councilmember Wright expressed a preference for something that wasn't so personal. City Attorney Walker indicated he would look into options.

Councilmember Vaughan noted under current rules under Absences per RCW, a Councilmember shall forfeit his or her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council.

Councilmember Stevens agreed that it would be good to have something that didn't require the Council to not excuse absences. Councilmember Vaughan agreed that this can be a difficult scenario, but having Council excuse or not excuse absences allows some discretion for each situation.

Councilmember Seibert asked about City Attorney Walker's recommendations related to:

- Special Meeting Notices – City Attorney Walker explained that most cities have only five council members, but Marysville has seven. The rules are that three members could call a special meeting, but the Open Public Meetings Act says it has to be a majority, which would be four members, for the presiding officer or the Mayor to be required to call a meeting. He recommended removing the language which makes it mandatory for the Mayor to call a special meeting when three members request it, but allow him/her to exercise discretion.
- Conduct of Business, Parliamentary Procedures – City Attorney Walker explained this is a Council preference. From a legal standpoint he is satisfied with the way things are.

Councilmember Vaughan explained that Roberts Rules also cover how an agenda should be put together and how items are put on it. He thinks the Council follows it

pretty well. There have been some occasions where there have been some slipups with the rules and some people weren't able to comment or there wasn't discussion when there should have been. Mayor Nehring noted that a pretty robust training would be required if the Council desired to follow Roberts Rules. Councilmember Vaughan noted it would just be good to have an awareness of the general rules.

Councilmember Muller referred to Meeting Dates on page 13 (c) and noted that this needs to be revised to accurately reflect that the third Monday there is no meeting and the first Monday is a work session. There was discussion about the fact that the meeting being "suspended" allows it to remain available if a meeting is needed.

Councilmember Norton asked for discussion about the way committee assignments are made. Councilmember Seibert explained that when there was more turnover on the Council the assignments had to be reviewed every two years. Councilmember Vaughan explained that if someone wants to be on a committee that goes to the Council President who would bring it up before the rest of the Council. That could happen at any time, but typically it is revisited every couple years. He said he was comfortable with the way things are as long as everyone understands there are opportunities for people to change or switch.

City Attorney Walker indicated that Conflicts of Interest and Code of Ethics might be a large enough topic to discuss separately, if desired. Councilmember Norton asked if there is an Ethics Board. City Attorney Walker wasn't aware of one currently, but one would be assembled if needed.

There was consensus to have staff to bring back revisions for Council consideration at the May work session.

Mayor's Business

Mayor Nehring commented that Snohomish County Cities Dinner will be on April 21 in Everett. Let Leah know if you will be attending.

Chief Smith commented he enjoys the promotion ceremonies.

Finance Director Langdon had no comments.

Kevin Nielsen informed Council that Public Works hired a new Project Manager.

Jim Ballew:

- He referred to a letter he distributed to Council from Premier Golf identifying the total level of discounts in 2015 committed through golf revenue. This is part of the record of their required summary reports.
- Mother-Son Superhero Dance will be held this weekend.

Chief McFalls had no comments.

Dave Koenig had no comments.

CAO Hirashima:

- She gave an update on the agreement with the Fire District. The City is still waiting the final signed document. There was discussion about having a good will meeting to formally start off on the agreement and discuss timeframes. Staff is working hard at putting together information to consider options. Staff is also looking at moving forward on waterfront issues and police and jail facilities. Those are all being considered as Council considers the fire issue.
- She commented on the need to have a Council retreat possibly in September to have Council discuss long-term strategies.

Staff Business

Jon Walker stated the need for an Executive Session related to real estate with no action expected for five minutes.

Call on Councilmembers

Jeff Vaughan had no comments.

Donna Wright noted that PDC F1s are required by Friday.

Jeff Seibert:

- He brought up an issue with the way his iPad interacts with the website.
- He asked if staff is aware of the homeless camp east of Hagggen's. Chief Smith indicated that they are and are working on that and others. Councilmember Seibert asked if the City owns that property. Director Nielsen replied that the City owns a small part of it, but offered to follow up. Councilmember Seibert noted that the County Assessors map says that the City owns it.
- He asked for an update on how the 116th Street project went over the weekend. Director Nielsen said he heard it was pretty successful, but there were a few complaints.

Michael Stevens invited everyone to a rally put on by Citizens for Marysville Schools this Saturday.

Rob Toyer had no comments.

Steve Muller had no comments.

Kamille Norton:

- Thanks to Jon Walker for putting together the information about procedures.
- She asked if the City needs more volunteers for Clean Sweep which is this week. Director Ballew thought they were covered.

Adjournment

Council recessed for five minutes from 8:36 p.m. to 8:41 p.m. before reconvening in Executive Session to discuss one real estate item for five minutes with no action expected.

Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate – one item, RCW 42.30.110(1)(b)

Executive session extended three minutes.

Executive session ended and public meeting reconvened at 8:49 p.m.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:49 p.m.

Approved this _____ day of _____, 2016.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2016

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the April 20, 2016 payroll in the amount \$947,808.24, EFT Transactions and Check No.'s 29833 through 29855.

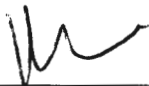
COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 05/09/16

AGENDA ITEM: T-Mobile SERS Facility Sublease	
PREPARED BY: Kevin Nielsen, Public Works Director	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Facilities	
ATTACHMENTS: Nonexclusive Communication Site Sublease/License	
BUDGET CODE: 00100362.326000 Revenue	AMOUNT: \$20,000.00

SUMMARY:

T-Mobile West LLC requested and was granted approval by SERS to co-locate on their communication tower at the city-owned Highway 9 reservoir property on November 3rd, 2014. The City holds a Master Lease with SERS which grants the municipality exclusive right to enter into a sublease agreement with third-party co-locators. As such, T-Mobile is requesting that the City enter into a sublease agreement for a term commencing on June 1st, 2016 and expiring on September 30, 2017. This lease agreement will allow for two (2) additional five (5) year periods.

T-Mobile will pay the City a one-time siting fee of \$2,000.00 and annual base rent in the amount of \$18,000.00 for the initial term. The annual base rent shall be increased beginning with the lease year commencing on the third anniversary of the commencement date at a rate of 2.5%.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the Nonexclusive Communication Site Sublease/License with the T-Mobile West LLC.

NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE ("License") is made by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City"), and T-Mobile West LLC, a Delaware limited liability company ("Licensee") this ____ day of _____, 2016.

RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has constructed a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements or equivalent licensing agreements with third-party co-locators.
- IV. Licensee desires to enter into a sublease or license with the City on the terms and conditions of this Sublease/License.

AGREEMENT

In consideration of the mutual covenants contained in this Sublease/License, the parties agree as follows:

1. **RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.** Unless specifically provided otherwise herein, Licensee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.
2. **WARRANTY OF CITY.** The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease/License. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Licensee either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Licensee's intended use.
3. **NONEXCLUSIVE.** This is a nonexclusive Sublease/License and Licensee acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease or license the site and improvements to other sublessees/licensees to co-locate upon and use the premises and improvements for communications.

4. **MASTER LEASE.** The parties agree that Sublease/License is subject to the Master Lease between the City and SERS's and both parties' performance must be in compliance with the Master Lease. A copy of the Master Lease is attached as Exhibit B.

5. **PREMISES.** The City agrees to sublease or license to Licensee and Licensee agrees to lease or license from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits, and lines, and those storage areas described in detail on Exhibit A ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in Exhibit A hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in Exhibit A (the "Equipment and Structures List"). By taking possession of the premises, Licensee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be commence on June 1, 2016 ("Commencement Date") and expire on September 30, 2017. Thereafter, the term shall be for total of up to five years, consisting of five one year periods of licensee's fiscal year of October 1, to September 30 of the following year. Licensee shall give City notice 60 days before the expiration of a fiscal year of renewal for the following fiscal year.

7. **OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease/License, and Licensee has faithfully and fully performed all terms and conditions of this Sublease/License, Licensee shall have the right to extend this Sublease/License on the following terms and conditions:

a. **Notice.** Between one hundred eighty (180) days before and one hundred fifty (150) days before the termination date, Licensee shall give the City written notice of its intent to extend this Sublease/License. Said notice shall be addressed and mailed in accordance with paragraph 31 of this Sublease/License.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease.

c. **Length of Extension.** Upon exercise of an option to extend, the term may be extended as permitted under the terms of this Sublease/License for two (2) additional five (5) year periods consisting of annual terms matching Licensee's fiscal year.

d. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease/License shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Licensee may attach to the antenna and structures only the equipment, connectors, conduits, and line expressly set out in **Exhibit A** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit A**. The City may require that Licensee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Licensee may not use the premises for any other purpose.

9. **FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.** Licensee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Licensee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease, which is Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00).

b. **City Siting Fee.** Licensee agrees to pay a siting fee to the City in the amount of **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)** within thirty (30) days of the full execution of this License. Said fee shall be paid upon execution of this Sublease/License.

c. **Annual Base Rent.** Commencing on the Commencement Date, Licensee shall pay the City annual base rent in the amount of **EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00)**. Base rent for the initial term shall be paid within thirty (30) days of commencement of the initial term. Thereafter annual base rent shall be due and payable within thirty days (30) of the expiration of each fiscal year. Should the City allow Licensee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ratio to account for additions or changes in the middle of a lease year.

d. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted beginning with the lease year commencing on the third anniversary of the commencement date. Said increase shall be a 2.5% increase.

e. **Insurance Cost.** If as a result of this Sublease/License the City's cost for any insurance shall increase, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f. **Utilities Cost.** If all of the utilities to Licensee's equipment and facilities are not separately metered and billed to Licensee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease/License, or the City's receipt of payments under this Sublease/License, upon the City's payment of said tax, the City shall invoice Licensee for the tax imposed upon the City. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

10. **INTEREST.** In addition to all other charges, in the event a payment is not paid when due, Licensee shall pay to the City interest at the rate of twelve percent (12%) per annum.

11. **TAXES.** Licensee shall pay all taxes associated with this Sublease/License.

12. **USE OF THE CONNECTION AND STORAGE AREAS.**

a. **Installation.** Licensee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Licensee's equipment shall be at the sole cost and expense of Licensee. Licensee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Licensee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation, and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Licensee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Licensee shall remove its equipment and materials from the premises upon the termination of this Sublease/License at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City, or any co-locator. If, however, Licensee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Licensee shall be relieved of the duty to otherwise remove the same. If Licensee is required to remove its materials and equipment, Licensee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Licensee and to the extent permitted by applicable Federal Law, Licensee shall hold the City harmless from any portion thereof.

13. **EQUIPMENT AND MATERIALS UPGRADE.** Licensee may not replace or alter its materials, installation, and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. **MAINTENANCE.**

a. Licensee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair, and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Licensee shall not interfere with the use of the antenna, the premises, related facilities, or other equipment of SERS and any co-locators.

b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment and personal property and sub-leasehold improvements, and shall keep the same in good condition and repair during the sublease/license term.

c. Licensee shall keep the premises free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS, or a co-locator undertake painting, construction, or other alterations on the antenna, Licensee shall take reasonable measures at Licensee's sole cost to cover and/or protect Licensee's equipment, personal property, or materials.

15. **LIENS.** Licensee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials, or services delivered to Licensee, or claimed by or through Licensee. To the extent and manner provided by Federal Law, Licensee shall indemnify, defend, and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. **PREMISES ACCESS.**

a. Licensee at all times during this Sublease/License, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Licensee shall request access to the premises twenty-four (24) hours in advance, except in an emergency. All access requests will be made to and coordinated by the City's Fleet & Facilities Manager. In the case of an emergency, the City's Stand-by personnel will provide access to the facility.

c. The City may at all times enter upon those portions of the premises occupied by Licensee to examine and inspect the premises for safety and to ensure that the Licensee is complying with the provisions of this Sublease.

17. **UTILITIES.** Unless separate metering is not available, Licensee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease/License. Licensee shall pay all costs associated with arranging for said metering and Licensee shall pay all utility charges as and when they come due. Licensee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Licensee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or losses resulting from such interruption or failure.

18. **LICENSE FEES.** Licensee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Licensee's use of the premises, if any.

19. **INTERFERENCE.** Licensee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Licensee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease/License reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time obtain an interference study to determine if Licensee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Licensee's agreed equipment. If Licensee's agreed equipment causes interference, Licensee shall take all measures reasonably necessary to correct and eliminate the interference and reimburse the City the cost of the interference study. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease/License.

The City may receive requests to sublease to co-locators. If after installation of Licensee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Licensee of the proposal, and the City will supply Licensee with such information as the third party will provide for review for noninterference. Licensee shall have thirty (30) days to review and comment on the information supplied. If Licensee does not object in writing within the said thirty (30) days, then Licensee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Licensee's agreed equipment and operation. If Licensee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Licensee subsequent noninterference with Licensee's agreed equipment. Further, regardless of the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference

with Licensee's use. In such event, Licensee may terminate this sublease on thirty (30) days notice to the City.

20. **INDEMNIFICATION / HOLD HARMLESS.** Licensee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's use of Premises, or from the conduct of Licensee's business, or from any activity, work or thing done, permitted, or suffered by Licensee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

21. **INSURANCE.**

a. Insurance Term. The Licensee shall procure and maintain for the duration of this Sublease/License, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Licensee's operation and use of the leased Premises.

b. No Limitation. Licensee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Licensee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. Licensee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as additional an insured on Licensee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

d. Minimum Amounts of Insurance

Licensee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Licensee's property and improvements with no coinsurance provisions.

e. Other Insurance Provisions. The Licensee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to claims caused by Licensee's negligence. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Licensee's insurance and shall not contribute with it.

f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.

g. Verification of Coverage. Licensee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Licensee.

h. Waiver of Subrogation. Licensee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

i. City's Property Insurance. City shall purchase and maintain during the term of the Sublease/License all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

j. Notice of Cancellation. The Licensee shall provide the City with written notice of any policy cancellation within thirty (30) days of their receipt of such notice.

k. Failure to Maintain Insurance. Failure on the part of the Licensee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Licensee to correct the breach, terminate this Sublease/License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

22. **RELEASE OF CLAIMS.** Licensee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

(a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);

(b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or

iii. Any hazardous substance as defined in:

(a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C. Sec. 9601 et seq); or

(b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

b. **Environmental Compliance.**

i. In the use and occupancy of the Premises, the Licensee shall, at the Licensee's own expense, comply with all federal, state, and local laws and regulations, now or hereafter in effect, related to hazardous materials and the environment which are applicable to the Premises, Licensee's business, or any activity or condition Licensee conducts on or about the premises (the "Environmental Laws"). The Licensee warrants that its business and all its activities to be conducted or performed in or about the premises shall comply with all of the Environmental Laws. The Licensee agrees to change, reduce, or stop any noncomplying activity or to install necessary equipment, safety devices, pollution control systems, or other installations as may be necessary at any time during the term of this sublease to comply with the Environmental Laws.

ii. The Licensee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit, transport, sell, or dispose of any hazardous materials in, on, or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Licensee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

iii. The Licensee shall not cause or permit any violation of the Environmental Laws on, under, or about the premises, or arising from the Licensee's use or occupancy of the Premises.

iv. The Licensee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all Environmental Laws. If the Licensee shall fail to fulfill this duty, at its option the

City may fulfill such reporting requirements, and bill the cost thereof to Licensee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Licensee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any action of Licensee whereby a deposit, spill, discharge, or other release of hazardous materials occurs during the term of this Sublease/License, then Licensee shall, in a timely manner and at the Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Licensee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject to the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** To the extent and in the manner provided by law, the Licensee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit, and/or sale of hazardous materials on or about the Premises. In addition, Licensee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit, and/or sale of hazardous materials by the Licensee. For the purposes of this paragraph, "Licensee" shall be construed to mean Licensee, or any of its agents, representatives, employees, or contractors. This indemnity shall survive the termination of this Sublease/License.

d. **Remediation on Lease/License Termination.** Upon expiration or earlier termination of this Sublease/License, Licensee shall remove, remediate, or clean up any hazardous materials on or emanating from the premises, occasioned by Licensee, and Licensee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Licensee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Licensee's compliance with environmental laws. If Licensee does not timely proceed with a plan of cleanup, the City may supply Licensee with a notice of default, and if within the deadline specified in the notice, Licensee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Licensee.

24. **NON-DISCRIMINATION.** The City and Licensee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Licensee may post its name, address and an emergency number on a sign, provided Licensee and the City shall agree as to the size and location of the sign.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Licensee fails to fully and timely make any payment under this Sublease/License or fails to fully and timely perform as required by this Sublease/License. In the event of a default, the City may give Licensee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Licensee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Licensee from the premises. At its option, the City may also (1) declare in writing the Sublease/License terminated, in which event Licensee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease/License reduced by that amount the Licensee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease/License, relet the premises, or any part thereof, for the account of the Licensee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the Premises by the City shall be construed as an election on the City's part to terminate this Sublease/License, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease/License for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease/License, or because of a dispute concerning the terms and provisions of this Sublease/License, to the extent and the manner provided by law, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be in Snohomish County.

29. **OPTIONAL RIGHTS TO TERMINATE.** Even though no party may be in default under the terms of this Sublease/License, the City and Licensee, upon giving notice as specified, shall have optional rights to terminate this Sublease/License as follows:

- a. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Licensee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.
- b. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Licensee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Licensee's use.
- c. **Redevelopment.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.
- d. **Health Hazard.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact an immediate threat to the health, safety, or welfare of local community. Except that the City may not take any action that conflicts with the Federal Telecommunications Act and its implementing regulations, including but not limited to 47 U.S.C. §332(c)(7), 47 C.F.R. 1.1307(b), 1.1310, 2.1091, and 2.1093.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Licensee shall not assign or transfer this Sublease/License or any interest or rights therein, nor delegate its duties under this Sublease/License, nor sub-sublease/license the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease/license for the whole or any part of the premises, nor shall this Sublease/License or any interest thereunder be assignable, delegable, or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease, or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease, or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer." The foregoing notwithstanding, Licensee shall be allowed to assign to an affiliated entity or an entity that gains more than 51% control of Licensee with notice to the City.

b. **Notice by Sublessee/Licensee – Production of Records.** If Sublessee/Licensee desires to transfer this Sublease/License, Licensee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date

of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the licensee. Upon request by City, licensee shall provide:

- i. a full and complete financial statement of the proposed transferee;
- ii. a copy of the proposed transfer instrument;
- iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease/License, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and
- iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Licensee and shall not be subject to litigation or appeal. The City shall charge Licensee reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Licensee.

d. **Effect of Transfer.** Should the City consent to a transfer, the transferee shall be fully bound to this Sublease/License and the Master Site Lease. Despite consent by the City and a permitted transfer, Licensee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease/License.

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease/License shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

- a. if to City, to:

The Chief Administrative Officer City of Marysville
1049 State Avenue
Marysville, WA 98270

- b. if to Licensee, to

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attention: Lease Compliance/SE01890A

32. **HOLDING OVER.** If Licensee holds over after the expiration of the term of this Sublease or any extension thereof, Licensee, if the Master Site Lease has not expired, shall

become a subtenant from month to month upon the terms of this Sublease/License as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease/License, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Licensee fails to surrender possession of the premises upon expiration of this Sublease/License, despite demand to do so, as provided for by law, Licensee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease/License.

33. **NO PRESUMPTION AGAINST DRAFTER.** Licensee and City agree that this Sublease/License has been freely negotiated by the parties, and in the event of any dispute concerning the meaning or interpretation of the terms and conditions of this Sublease/License, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease/License.

34. **CAPTIONS.** The captions of this Sublease/License are for convenience only and do not in any way limit or amplify the provisions of this Sublease/License.

35. **AUTHORITY.** Licensee covenants and represents that it has full authority and power to execute this Sublease/License, and that by execution of this Sublease/License it will not violate any provision of law or contract and that Licensee will be fully bound to full payment and performance under the terms of this Sublease/License.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease/License shall preclude the City from pursuing any other remedies the City may have for or on account of Licensee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease/License shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease/License, besides performance of specific removal and remediation covenants provided for elsewhere in this Sublease/License, and subject to those covenants, Licensee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease/License is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease/License.

DATED: _____

DATED: _____

CITY OF MARYSVILLE

LICENSEE:

T-Mobile West LLC

By _____
JON NEHRING, Mayor

By _____
Its _____

ATTEST:

By _____
APRIL O'BRIEN, City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2016

AGENDA ITEM: Wastewater Treatment Plant Supervisor Classification & Compensation	
PREPARED BY: Kristie Guy	DIRECTOR APPROVAL:
DEPARTMENT: Human Resources	
ATTACHMENTS: Classification & Compensation Analysis	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Public Works Wastewater Treatment Plant (WWTP) is now classified as a Class IV plant and in need of an additional supervisory position due to increased work load and regulatory requirements. State laws related to a Class IV WWTP define the requirements for those who serve as treatment plant operators. The highest level is the “operator in responsible charge” and the next level is the “operator in charge of each shift”.

The current supervisory structure of the WWTP includes the Water Resources Manager who manages the operations of the Wastewater, Water Quality, and Surface Water Divisions. The next level of supervision is the Lead Worker classification which is the “operator in charge of each shift.” The City is in need of a supervisory position to serve as the “operator in responsible charge”. This level of operator is someone who is routinely on-site and in direct charge of day to day operations of the plant. This position is required to be certified as a Wastewater Treatment Plant Operator - Group IV.

A classification and compensation analysis was conducted that included external and internal comparables of similar positions. Based on the findings, the proposed job description accurately captures the responsibilities assigned to the position and the knowledge, skills and abilities required to perform them. Additionally, placing the position on the management classification grid at range M-4 reflects its market value and preserves internal equity among the management positions.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to:

1. Adopt the proposed job description for Wastewater Treatment Plant Supervisor, which captures the responsibilities, knowledge, skills, and abilities required to perform the duties of this position.
2. Place the Wastewater Treatment Plant Supervisor at level M-4 on the Management classification grid.

CLASSIFICATION AND COMPENSATION ANALYSIS OF WASTEWATER TREATMENT PLANT SUPERVISOR

APRIL 2016

I. BACKGROUND

Human Resources was asked to conduct a classification and compensation analysis for an additional supervisory position at the Wastewater Treatment Plant within the Public Works Department due to increased work load and regulatory requirements. The City's Wastewater Treatment Plant is now classified as a Class IV plant and must at all times properly operate and maintain facilities and systems of treatment and control (and related appurtenances), which are installed to achieve compliance with the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit.

Until 2008, the city had a Wastewater Treatment Plant Supervisor classification which was at the M4 level on the city's management salary grid. This position supervised the activities related to the operation and maintenance of the wastewater treatment plant (WWTP), lift stations, and pretreatment program.

This position was reclassified in 2009 to Water Quality Manager, M8 level, when additional duties and responsibilities were assigned. The City had recently opened the Stillaguamish Filtration Plant. In addition to oversight of the wastewater treatment division, the Water Quality Manager assumed responsibility for a new water quality division created within the public works department. The water quality division is responsible for sampling and treatment of the city's drinking water, the cross connection program, and operation and maintenance of the filtration plant and Edward Springs, and Lake Goodwin well source.

Another re-organization occurred in 2014. The Water Quality Manager position was reclassified to Water Resources Manager. In addition to wastewater treatment and water quality, this position also administers the operations of the surface water division and requirements of the City's Surface Water Management Comprehensive Plan. Activities of the surface water division include routine maintenance of storm water retention facilities and conveyance systems as well as emergency response to sewer backups and storm water drainage issues.

The present Water Resources Management classification is an upper level management position that requires a high level of technical expertise. The position ensures compliance with a broad range of federal, state, city and departmental standards and regulations as well as requirements of the Wastewater and Stormwater NPDES permits. Additionally, this position has administrative oversight of the city's wastewater treatment plant which is now a Class IV plant as determined by state law.

State laws related to a Class IV WWTP clearly define requirements for those who serve as treatment plant operators. The highest level is the "operator in responsible charge." This operator is someone who is routinely on-site and in direct charge of day to day operations of the plant. This position is required to be certified as a Wastewater Treatment Plant Operator - Group IV. In order to achieve this certification the incumbent must have four years of college and four years of experience with at least two years at a Class III plant. There are some substitutions allowed for education and experience. Each certificate holder must stay current in their field by meeting certain professional growth requirements, such as college level coursework, and be re-certified every three years.

State law defines the next highest level as “operator in charge of each shift.” This is an operator whose primary responsibility is to operate the plant on a regularly run shift and is subordinate to the “operator in responsible charge.” Presently, this function is performed by a crew lead classification assigned to wastewater treatment plant operations and the pretreatment programs. An “operator in charge of each shift” is required to obtain and maintain Wastewater Treatment Operator – Group III certification.

The present Water Resources Manager administers programs that provide services to a growing city while at the same time ensures compliance with increasingly complex regulatory requirements. This is an administrative position whose focus is no longer on day to day operation and maintenance activities. There is need for an additional supervisory position within the wastewater treatment division. This position would report to the Water Resources Manager and would routinely be onsite and in direct charge of overall operations. This position would meet the state’s definition of “operator in responsible charge” and would oversee crew leads as well as operators and maintenance positions performing work in the wastewater plant, pretreatment, and lift station maintenance programs.

Our present Public Works Superintendent has maintained certification as a Wastewater Treatment Plant Operator – Group IV that was acquired in a previous position. However, the new wastewater treatment plant supervisory position would be the appropriate classification to maintain this certification as required under state law.

This project includes:

1. Developing a new job description for Wastewater Treatment Plant Supervisor and the requirements of this position.
2. Recommend placement of this position in the City’s pay grid.

II. JOB CLASSIFICATION ANALYSIS

WASTEWATER TREATMENT PLANT SUPERVISOR

This position is responsible for planning, organizing, and directing Wastewater Treatment Division operations, including operation and maintenance of the City’s wastewater treatment plant, sewer lift stations, and industrial pretreatment program. Responsibilities include ensuring compliance with all local, state, and federal regulations; supervision and training of personnel as well as planning and scheduling maintenance and up-grade projects, and assisting in establishing capital projects, and contractual agreements relating to maintenance activities.

[A proposed job description is included]

III. COMPENSATION ANALYSIS

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

External comparisons:

To measure external equity, we looked at other cities that are located the closest to Marysville that also have a Class IV wastewater treatment plant. The closest cities were the City of Edmonds and the City of Everett. Historically, Everett is not used as a comparable due to its larger population and assessed valuation. However, in this case we are considering Everett due to the limited number of cities that run wastewater treatment plants in the area.

Both the City of Edmonds and City of Everett operate more complex systems. While Marysville operates a lagoon system, Edmonds uses a Fluidized Bed Incinerator and return activated sludge process, and Everett operates two systems – a lagoon and mechanical plant. Additionally, Edmonds and Everett process a considerable higher level of flow than Marysville. Despite these operational differences, the new Wastewater Treatment Plant Supervisor at the City of Marysville will require a similar level of technical proficiency, have direct charge of day to day operations, and must meet and maintain the certification requirements of a Wastewater Treatment Operator Group IV operator.

The City of Edmond's Wastewater Treatment Plant Supervisor is a non-represented management position. This position plans, organizes and coordinate the operations, maintenance, laboratory and safety activities at the City's wastewater treatment plant. The requirements of this position is an Associate's Degree in a related field and five years progressively responsible experience in wastewater treatment operations that include two years of supervisory responsibility; preferably in a municipal or public sector environment; OR equivalent combination of education, training and experience. This position requires certification as a Wastewater Treatment Operator – Group IV and Incinerator Operator's License.

As mentioned previously, the City of Edmond's wastewater treatment plant processes a considerably higher level of flow. The City of Edmond's plant is a regional facility for two other cities, Mountlake Terrace and Lynnwood, as well as two wastewater and sewer districts. This supervisory position oversees two lead positions as well as eight operator and maintenance workers. The 2015 monthly salary range for the City of Edmond's Wastewater Treatment Supervisor is \$6381 - \$8551.

At the City of Everett the classification routinely on-site and in direct charge of day to day operations of the plant is the Senior Wastewater Treatment Plant Operator classification. This is a non-represented position that requires a Bachelor's Degree in a related field and four years experience in wastewater treatment plant operations, including 2 years in a supervisory position. This is the position that is required to hold and maintain certification as a Wastewater Treatment Operator IV.

The City of Everett plant treats a higher level of flow and operates a more complex system that includes two different processes – a lagoon and mechanical plant. The Senior Wastewater Treatment Plant Operator oversees a larger staff of plant operators and maintenance technicians. There are nine other treatment operators who hold different levels of certification. Three operators are classified at the Group III level, four at the Group II level and two at the Group I level. Everett's organizational structure is larger and necessitates a division of supervisory duties. Pre-treatment activities and laboratory functions report to different managers within the water and sewer utility organization in the public works department. The 2015 monthly salary range for the City of Everett's Senior Wastewater Treatment Plant Operator is \$5930 to \$7711.

Internal comparisons:

To gauge internal equity, we looked at the responsibilities and the knowledge, skills, and abilities required by other positions at the City of Marysville including those within the Public Works Department as well as another manager position in a different department that oversees maintenance and operations activities.

As mentioned previously, there are three incumbents in the City of Marysville's WWTP/Water Quality Lead classification. These positions coordinate the material, equipment, and personnel needs for a particular program. Presently, there are three employees who report to each lead position. These lead positions require a High School diploma or GED and four years of experience in a variety of the essential duties of the position or a related position in applicable specialty area. Certification requirements vary depending on the program to which they are assigned. For example, the lead assigned to WWTP operations and pre-treatment must maintain a Wastewater Treatment Operator Group III certificate while the water quality lead must maintain a Water Distribution Manager III certificate. All three of these positions are represented by the Teamsters Union.

The information on the lead positions was included above since these incumbents require a similar technical knowledge and proficiency in a highly complex regulatory arena. The three WWTP/Water Quality Lead positions are the highest paid positions on the represented job salary grid. The Water Treatment Plant Supervisor is unique in that this position requires a high degree of technical proficiency and supervisory responsibility of overall plant, lift station, and pre-treatment operations and maintenance activities. The 2015 monthly salary range for the City of Marysville's WWTP/Water Quality Lead is \$5247 - \$6662.

A more comparable position at the City of Marysville would be the Parks Maintenance Manager. This position is also responsible for maintenance and operations activities performed by field crews. This includes overall maintenance of city-owned parks, athletic fields, marina, trails, and city building landscapes. This position supervises and trains a staff of five maintenance positions.

In addition to responsibility of maintenance and operations activities performed by field crew, the Parks Maintenance Manager has a higher level of authority and scope of responsibility that includes managing new and existing contracts, supervision of construction and development projects, and management of capital improvement planning. The incumbent develops and presents reports to various groups such as advisory committees, city administration, and City Council. Similar to the Parks Maintenance Manager, the Wastewater Treatment Plant Supervisor will assist with capital improvement projects and contractual agreements, however, the Water Resources Manager will maintain overall responsibility for these duties as well as oversight of operational records and reports and regulatory compliance. The 2015 monthly salary range for the City of Marysville's Parks Maintenance Manager classification is \$6139 to \$8022.

IV. RECOMMENDATIONS

1. Adopt the proposed job description for Wastewater Treatment Plant Supervisor, which captures the responsibilities, knowledge, skills, and abilities required to perform the duties of this position.
2. Place the Wastewater Treatment Plant Supervisor at level M4 on the Management classification grid.

The salary range for this position may be reviewed in the future as the incumbent grows in their role to provide increasingly complex assistance to the Water Resources Manager. This will require an increase level of authority and responsibility. Examples of this area of growth in knowledge, skills, and abilities include managing new and existing contracts, supervision of construction and development projects, and management of capital improvement planning as well as a larger role in the oversight of operational records and reports and regulatory compliance.

CITY OF MARYSVILLE Job Description

Job Title: Wastewater Treatment Plant Supervisor
DEPARTMENT: Public Works Department
Reports To: Water Resources Manager
FLSA Status: Exempt
Union Status: Non-union
Approval/Revision date: April 2016

POSITION SUMMARY

This position is responsible for planning, organizing, and directing Wastewater Treatment Division operations, including operation and maintenance of the City's wastewater treatment plant, sewer lift stations, and industrial pretreatment program. Responsibilities include ensuring compliance with all local, state, and federal regulations; supervision and training of personnel as well as planning and scheduling maintenance and up-grade projects, and assisting in establishing capital projects, and contractual agreements relating to maintenance activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned as needed.

1. Develops, plans, and coordinates programs, projects and activities related to the operation and maintenance of the City's wastewater treatment plant. Makes recommendations for new or more efficient operating strategies; implements changes; and monitors outcomes.
2. Assists in planning, organizing and coordinating design and development of capital improvement projects related to the wastewater treatment facilities.
3. Coordinates division activities with other departments and outside agencies and organizations; provides assistance to the Water Resources Manager and other superiors as necessary; prepares and presents reports and other correspondence.
4. Supervises wastewater treatment plant operations, maintenance, and industrial pretreatment staff, including assigning tasks, providing appropriate training, reviewing employees' work processes and products, counseling employees, giving performance evaluations, recommending disciplinary action, administering labor agreements and responding to grievances. Assists in the development of the Wastewater Treatment division operating and capital budgets; including the forecasting of staffing, purchasing of equipment, materials, and supplies; and monitoring program expenses and revenues.
5. Ensures that the operations of the facility produces effluent water of acceptable quality; assures that water quality meets Federal and State discharge permit standards.
6. Prepares and maintains a variety of reports, records and files related to the divisions' maintenance, repair, inspection, and improvement activities.
7. Insures proper inventory levels and appropriate maintenance records of tools, equipment, supplies, and operating systems.
8. Trains and coaches employees in adhering to policies and procedures. Reviews and approves technical training and safety programs for division staff. Compiles training materials and coordinates regularly scheduled safety meetings.
9. Coordinates equipment and building needs with Fleet/Facilities Division.
10. Communicates with personnel and outside organizations to coordinate activities and programs, resolves issues and conflicts and exchanges information. Represents the City at a variety of meetings.

KNOWLEDGE, SKILLS AND ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

KNOWLEDGE OF:

- Principles and practices of wastewater treatment operations, including treatment equipment systems, controls systems, and pretreatment programs.
- Principles of electronics, instrumentation, pumping systems and hydraulics.
- Federal, state, and municipal laws and regulations governing wastewater treatment plants and pretreatment programs.
- Standard methods and laboratory operations used to test and analyze wastewater treatment processes for permit compliance.
- Principles and practices of management and supervision.
- Principles and practices of municipal budgeting, purchasing, and contract requirements.
- Windows based computer.
- Safety regulations, standards, guidelines, and practices regarding assigned equipment and duties.

Ability to:

- Analyze and evaluate operations, prioritize projects, develop work plans, calculate costs, meet schedules and time lines, monitor outcomes, and develop and implement corrective action to resolve problems.
- Apply advanced knowledge of maintenance and operation activities related to the wastewater treatment plant, lift stations, and pretreatment programs.
- Troubleshoot process control problems and various electro-mechanical systems, such as pumps and hydraulic systems.
- Plan, organize, and supervise the work of subordinate, including training, assigning and evaluating their work, and providing job performance feedback.
- Understand and administer policies and procedures, contracts, professional service agreements, and collective bargaining agreements.
- Establish and maintain effective working relationships with city staff, city officials, the public, and other agencies.
- Communicate effectively, orally and in writing, including the ability to listen effectively and to explain complex issues and requirements, policies, and procedures to internal and external customers.
- Effectively operate windows based computer, including word processing, spreadsheet, database and specialized software applications related to assigned division(s).
- Create and maintain a variety of records and reports including those related to financial operations, personnel, maintenance and operations activities and programs, and facility needs, and equipment and supply use.
- Critically analyze current policies, practices, and procedures, and recommend and implement changes as needed.
- Critically analyze and resolve or recommend action to management about complex issues or problems.

QUALIFICATIONS

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

Experience:

- Four years experience in wastewater treatment plant operations.
- Two years experience in a lead or supervisory capacity.

Education:

- High School diploma or GED is required.

- Bachelor's degree in biology, engineering, chemistry, environmental science, physics or a related field.

Certifications/Licenses:

- Must possess, or have the ability to possess within three months of hire date, a valid Washington State Drivers License.
- Must possess Group III Wastewater Treatment Operator certification.
- Must possess, or have the ability to obtain within 18 months of hire, Group IV Wastewater Treatment Operator certification.
- Must possess, or have the ability to possess within 6 months of hire date, First Aid and CPR certification.

PYSICAL DEMANDS

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

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; kneel, bend, or climb and to use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee must lift up to 25 pounds on a frequent basis; lift 25 - 50 pounds on an occasional basis; and lift and/or move between 50 - 100 pounds with assistance. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

This position regularly works outside in various weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to vibration. The employee may be exposed to physical hazards from mechanical and electrical equipment and also will sometimes work in hazardous areas under hazardous conditions. The employee occasionally works in traffic, near moving mechanical parts and in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and the risk of electrical shock and radiation. The noise level in the work environment is usually moderate to loud.

This position works a regular schedule however incumbents may be called in to work at irregular times in emergency situations. Regular and reliable attendance is an essential function of this position.

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

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2016

AGENDA ITEM: Final Plat Approval Rock Creek North Division 2, Phase 4	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Hearing Examiner's Decision dated May 26, 2005 2. Site Plan – Phase 4 3. Vicinity Map 4. Performance bond	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

On May 26, 2005, the Snohomish County Hearing Examiner approved the preliminary plat of Rock Creek North, creating 160 lots on approximately 44.5 acres. The applicant is constructing the project in 5 phases. Phase 1 which consisted of 20 lots was constructed and recorded on July 24, 2013. Phase 2 which consists of 15 lots was constructed and recorded on February 20, 2014. Phase 3, which consists of 36 lots has been constructed and recorded on April 15, 2015.

The preliminary plat of Rock Creek North, Division 2 expires on May 25, 2016. The City of Marysville has allowed and is facilitating the timely recording of phase 4 within the plat of Rock Creek North, Division II. Phase 4 consists of 53 lots. Much of the storm drainage and sanitary sewer improvements have been completed within Phase 4. Additionally, Harbour Homes has completed all frontage improvements along 83rd Ave NE.

Harbour Homes has posted a performance bond for Phase 4 in the amount of \$1,586,893.90.00 for the balance of the internal work to be completed in future public right-of-way and in areas to be dedicated to the City as public improvements. The final plat notes that no building permits are available on any lot in phase 4 until all improvements have been completed and accepted by the City and the final plat.

The plat is generally located at 7227 83rd Ave NE.

RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the Final Plat of Rock Creek North Division 2, Phase 4.
--

COUNCIL ACTION:



Snohomish County

DECISION of the SNOHOMISH COUNTY DEPUTY HEARING EXAMINER

Hearing Examiner's Office

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

Robert J. Backstein
Hearing Examiner

Ed Good
Deputy Hearing Examiner

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

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

DATE OF DECISION: May 26, 2005

PLAT/PROJECT NAME: *Rock Creek North*

APPLICANT/
LANDOWNER: Harbour Homes, Inc.

FILE NO.: 04 100385

TYPE OF REQUEST: 160 lot subdivision on 44.47 acres utilizing lot size averaging

DECISION (SUMMARY): **APPROVAL** subject to precondition and conditions.

BASIC INFORMATION

GENERAL LOCATION: The property is located at 7227 83rd Avenue NE, Marysville, WA.

ACREAGE: 44.47 acres

NUMBER OF LOTS: 160

AVERAGE LOT SIZE: 5,792 square feet

MINIMUM LOT SIZE: 4,916 square feet

DENSITY: 3.60 du/ac (gross)
7.52 du/ac (net)

ZONING: Residential-9,600 (R-9,600)

COMPREHENSIVE PLAN DESIGNATION:

General Policy Plan Designation: Urban Low Density Residential (4-6 du/ac)
Subarea Plan: Marysville
Subarea Plan Designation: Rural (1 du/2.3 ac), with an Environmentally Sensitive Area Overlay

UTILITIES:

Water/Sewer: City of Marysville (proposed)

SCHOOL DISTRICT: Marysville No. 25

FIRE DISTRICT: No. 22

SELECTED AGENCY RECOMMENDATIONS:Department of:

Planning and Development Services (PDS): Approval subject to a precondition and conditions.

Public Works (DPW): Approval subject to a precondition and conditions.

INTRODUCTION

The applicant filed the Master Application on April 20, 2004. (Exhibit 1)

The Hearing Examiner (Examiner) made a site familiarization visit on May 16, 2005

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 15, 16 and 17)

A SEPA determination was made on April 7, 2005. (Exhibit 14) No appeal was filed.

The Examiner held an open record hearing on May 17, 2005, the 127th day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

PUBLIC HEARING

The public hearing commenced on May 17, 2005 at 9:00 a.m..

1. The Examiner announced that he had read the PDS staff report, reviewed the file and viewed the area and therefore was generally apprised of the particular request involved.
2. The applicant, Harbor Homes, Inc., was represented by Luay Joudeh of D. R. Strong Consulting Engineers, Inc. Snohomish County was represented by David Radabaugh of the Department of Planning & Development Services and by Andy Smith of the Department of Public Works.
3. Dean Fink, who owns a parcel abutting the subject site on the north, testified at the hearing with concerns about drainage, grading, vegetation, traffic, his water well, and impacts of the proposed development on his 95 year-old neighbor, Mr. Campbell, who has lived at this vicinity since 1941. Mr. Fink's attorney, Cynthia Thomas, by letter dated April 22, 2005, points out that Mr. Fink has an exclusive easement across the proposed plat and has not granted any right to cross it with a plat road.
4. The hearing concluded at 10:37 a.m.

NOTE: The above information summarizes the information submitted to the Examiner at the hearing. However, for a full and complete record, verbatim audio tapes of the hearing are available in the Office of the Hearing Examiner.

FINDINGS, CONCLUSIONS AND DECISION

FINDINGS OF FACT

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

1. The applicant, Harbour Homes, Inc., proposes a 160-lot subdivision known as Rock Creek North on 44.47 acres bounded by SR-9 on the east. The City of Marysville abuts on the west and north. The western boundary is 83rd Avenue NE. The site is bisected by a Type 4 stream with associated wetlands. The stream flows into Lake Martha. But for one bridge, the stream and all wetlands will be in Native Growth Protection Areas.
2. Approximately 18 acres of the site's 44.5 acres (40%) will be covered by impervious surface. Witness Fink submitted into evidence seven colored photographs showing storm water standing on his property's west corner in April 2005. The applicant responds that the storm drainage plans for the project are engineered to detain runoff and then disperse it through the Native Growth Protection Areas.
3. Mr. Fink points out that grading will fill between 6,600 and 10,000 trucks. He is concerned that that amount of grading and hauling might (1) damage his utilities, which are located in his easement (above-mentioned), (2) cause vibrations resulting in collapse of his unlined well, (3) remove so much vegetation that wind will blow down what trees remain, (4) cause physical or emotional harm to 95-year-old neighbor, Mr. Campbell. (Mr. Fink has 130-foot trees standing within 30-feet of his porch.)
4. The applicant responds that the grading is "balanced"; i.e., grading will not involve export or import of fill. (Presumptively, that results in less truck movement and noise and vibration than would be the case if the trucks were entering and leaving the site.) The applicant also responds (1) that no site work will be deep enough to cause Mr. Fink's well walls to collapse, (2) that the applicant will hire a locator service to find and mark Mr. Fink's utilities, (3) that the density of residences per acre is higher in adjoining Marysville than in the County's R-9600 zoning on the subject site and (4) Marysville has placed a condition on all plats to the north to participate in improving 87th Avenue NE to neighborhood collector standards. The applicant commented that the loss of trees and resultant risk to the stability of what trees remain is, at times, an unavoidable risk of land development.
5. The Examiner expressed hope that some accommodation could be found to ease the impact of such change in the vicinity on the 95-year-old neighbor but acknowledged that there is no specific requirement to do so. The Examiner finds as fact that the PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Protection Act (SEPA). The staff report is hereby adopted by the Examiner as if set forth in full herein unless otherwise noted. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner is hereby made a part of this file as if set forth in full herein.
6. The project would comply with park mitigation requirements under Chapter 30.66A SCC (Title 26A SCC) by the payment of \$1,040.00 for each new single-family home.
7. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC (Title 26B SCC) as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and

Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.

8. School mitigation requirements under Chapter 30.66C SCC (Title 26C SCC) have been reviewed and set forth in the conditions.
9. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage review pursuant to Chapter 30.63A SCC (Title 24 SCC) and recommends approval of the project subject to conditions which would be imposed during the full detailed drainage plan.
10. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished.
11. Public water and sewer service will be available for this development as well as electrical power.
12. The property is designated Urban Low Density Residential (ULDR 4-6 du/ac) on the General Policy Plan (GPP) Future Land Use Map (FLUM) and is located within an Urban Growth Area (UGA). According to the GPP, the ULDR designation covers various subarea plan designations which would allow mostly detached housing developments on larger lot sizes. Land in this category may be developed at a density of 4-6 du/ac and one of the implementing zones is the R-9,600 zone which is the case here.
13. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC (Title 19 SCC) as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
14. The proposal has been evaluated by PDS for compliance with the lot size averaging provisions of SCC 30.41A.240 and SCC 30.23.210. This proposal is consistent with these provisions.
15. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.
16. Any finding of fact in this decision which should be deemed a conclusion is hereby adopted as such.

CONCLUSIONS OF LAW

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

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition. There are no changes to the recommendations of the staff report.
2. The Department of Public Works recommends that the request be approved as to traffic use subject to certain conditions.

3. The request is consistent with the GMACP; GMA-based County codes; and the type and character of land use permitted on the site and the permitted density with the applicable design and development standards.
4. The application should be approved subject to the following stipulations.

PRECONDITION

The preliminary plat map (Exhibit 18) shall be modified so that the lots and access easements shall not be within Native Growth Protection Areas (NGPA).

CONDITIONS

- A. The preliminary plat received by the Department of Planning and Development Services on April 21, 2005 (Exhibit 18), as modified by the Precondition above, shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
 - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
 - ii. The platlor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
 - iii. A Final Mitigation Plan shall be submitted for review and approval during the construction review phase of this project, based on the January 9, 2005 Conceptual Compensatory Mitigation Program by Habitat Technologies (Exhibit 4).
 - iv. Certificates of water and sewer availability shall be obtained from the City of Marysville.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:
 - i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No. 25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for four existing parcels. Lots 1 through 4 shall receive credit."
 - ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:
 - \$1,924.83 per lot for mitigation of impacts on county roads paid to the County,
 - \$2.45 per lot for impacts to Washington State Department of Transportation project DOT-22 (SR 9 at SR528) paid to the County,

\$1,222.43 per lot for impacts to the City of Marysville paid to the City. Proof of payment to the city is required.

\$205.72 per lot for impacts to the City of Arlington paid to the City. Proof of payment to the city is required.

\$74.32 per lot for TDM paid to the County per SCC 30.66B.630.

These payments are due prior to or at the time of building permit issuance for each single-family residence. Notice of these mitigation payments shall be contained in any deeds involving this subdivision or the lots therein. Once building permits have been issued all mitigation payments shall be deemed paid by the Department of Planning and Development Services.

- iii. Ten feet of right-of-way along the development's frontage and parallel with 83rd Avenue NE shall be dedicated to Snohomish County on the final recorded plat. [SCC 30.66B.510, SCC 30.66B.520]
- iv. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) (unless other agreements have been made) with the following language on the face of the plat;

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

D. Prior to recording of the final plat:

- i. The developer shall pay the County \$1,040.00 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.
- ii. Urban frontage improvements shall be constructed along the parcel's frontage on 83rd Avenue NE to the specifications of the Department of Public Works. [SCC 30.66B.410]
- iii. A waiting area 10 foot by 15 feet for school children shall be constructed along the development on 83rd Avenue NE to the specifications of the Department of Public Works. [RCW 58.17.110]
- iv. Public road access shall be provided to all lots within the development [SCC 30.24.052].
- v. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platlor may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

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

- vi. The final wetland mitigation plan shall be completely implemented.
 - vii. The following easement shall be extinguished:
 - a. Snohomish County Auditor's File Number (AFN) 8905110242
 - b. AFN 7808020195 and 8811290342
 - c. AFN 8906010223
 - viii. The area of the easement (Auditor's File Number 8603280301, as amended by Auditor's File Number 8905160403) intersected by the north stub of 85th Avenue NE to the north boundary of the plat shall be constructed to public road standards if the adjacent property to the east (Tax Parcel Number 300525-002-017-00) develops or the easement is extinguished prior to final plat approval.
- E. All development activity shall conform to the requirements of Chapter 30.63A SCC.

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

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

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

DECISION:

The request for a 160 lot subdivision utilizing lot size averaging is hereby APPROVED, subject to the precondition and conditions set forth in Conclusion 4, above.

Decision issued this 26th day of May, 2005.


 Ed Good, Deputy Hearing Examiner

EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

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

Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **JUNE 6, 2005**. There is no fee for filing a petition for reconsideration. **“The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing.” [SCC 30.72.065]**

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

The grounds for seeking reconsideration are limited to the following:

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

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

Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with

the Department of Planning and Development Services, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **JUNE 9, 2005** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

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

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

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

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

Staff Distribution:

Department of Planning and Development Services: David Radabaugh
 Department of Public Works: Andrew Smith

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

This decision is binding but will not become effective until the above precondition(s) have been fulfilled and acknowledged by the Department of Planning and Development Services (PDS) on the original of the instant decision. Document(s) required for fulfillment of the precondition(s) must be filed in a complete, executed fashion with PDS not later than May 26, 2011

1. "Fulfillment" as used herein means recordation with the County Auditor, approval/acceptance by the County Council and/or Hearing Examiner, and/or such other final action as is appropriate to the particular precondition(s).
2. One and only one six month period will be allowed for resubmittal of any required document(s) which is (are) returned to the applicant for correction.
3. This conditional approval will automatically be null and void if all required precondition(s) have not been fulfilled as set forth above; PROVIDED, that:
 - A. The Examiner may grant a one-time extension of the submittal deadline for not more than twelve (12) months for just cause shown if and only if a written request for such extension is received by the Examiner prior to the expiration of the original time period; and
 - B. The submittal deadline will be extended automatically an amount equal to the number of days involved in any appeal proceedings.

ACKNOWLEDGMENT OF FULFILLMENT OF PRECONDITIONS

The above imposed precondition(s) having been fulfilled by the applicant and/or the successors in interest, the Department of Planning and Development Services hereby states that the instant Decision is effective as of _____.

Certified by:

(Name)

(Title)

Parties of Record Register
04-100385 SD ROCK CREEK NORTH
HRG: 5/17/05 UPDATED 5/25/05(KD)
04100385 KW

HARBOUR HOMES INC
906 SE EVERETT MALL WAY
EVERETT WA 98208

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

SNO CO DEPT OF PUBLIC WORKS
ANDREW SMITH
3000 ROCKEFELLER AVE M/S 607
EVERETT WA 98201

SNO CO PLAN & DEV/LAND USE DIV
DAVID RADABAUGH
3000 ROCKEFELLER AVE M/S 604
EVERETT WA 98201

DR STRONG CONSULTING
LUAY JOUDEH/JAMES BARNETT
10604 NE 38TH PL #101
KIRKLAND WA 98033

JOHN SIGLER
7025 83RD AVE NE
MARYSVILLE WA 98270

NORMAN C WEBB
7125 83RD AVE NE
MARYSVILLE WA 98270

JOHN W HOLTUM
2754 S IRENELLA LN
CAMANO ISLAND WA 98292

DAVID KELLER
6911 83RD AVE NE
MARYSVILLE WA 98270

NEDRA SHUMAKER
7003 83RD AVE NE
MARYSVILLE WA 98270

MJ SCOTT
509 OLIVE WAY #533
SEATTLE WA 98104

FAMILY QUALITY CONST & DEV II
11406 AIRPORT RD
EVERETT WA 98204

DEAN FINK
7131 83RD AVE NE
MARYSVILLE WA 98270-6525

REAL PROPERTY LAW GROUP
CYNTHIA THOMAS
1218 THIRD AVE, SUITE 1900
SEATTLE WA 98101

MARYSVILLE SCHOOL DISTRICT
JOSEPH LEGARE
4220 80TH ST NE
MARYSVILLE WA 98270-3498

CITY OF MARYSVILLE
LIBBY GRAGE
80 COLUMBIA AVE
MARYSVILLE WA 98270

ROCK CREEK NORTH DIVISION 2, PHASE 4

A REPLAT OF TRACT 997, ROCK CREEK NORTH DIVISION 2, PHASE 3, A.F.N. 201504155001,
A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION

TRACT 997, ROCK CREEK NORTH DIVISION 2, PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 201504155002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT HARBOUR HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACT 999 IS A FUTURE RIGHT OF WAY TRACT AND IS HEREBY RESERVED BY THE DEVELOPER, FOLLOWING COMPLETION OF CONSTRUCTION AND THE RE-RECORDING OF THE FINAL PLAT SAID TRACT WILL BE DEDICATED TO THE CITY OF MARYSVILLE FOR PUBLIC ROAD PURPOSES. SAID TRACT IS SUBJECT TO THE APPROVED PRELIMINARY PLAT MAP AND CONDITIONS OF APPROVAL CONTAINED WITHIN SNOHOMISH COUNTY FILE NO. ZA 08-119415. THE DEVELOPER, IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT, UNTIL SAID DEDICATION OCCURS.

THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF THOSE TRACTS PREVIOUSLY OWNED BY THE HOA. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS, MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 2016.

HARBOUR HOMES LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

BY:
ITS:

ACKNOWLEDGMENTS

STATE OF _____ }
COUNTY OF _____ }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF HARBOUR HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED _____

SIGNATURE OF
NOTARY PUBLIC

TITLE

MY APPOINTMENT EXPIRES _____

APPROVALS

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2016.

CITY ENGINEER

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2016.

COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS ____ DAY OF _____, 2016.

MAYOR, CITY OF MARYSVILLE

ATTEST: CITY CLERK

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES.

TREASURE, SNOHOMISH COUNTY

BY: DEPUTY COUNTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF HARBOUR HOMES LLC, THIS ____ DAY OF _____, 2016;

AT _____ MINUTES PAST ____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____, AFN _____ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY

BY: DEPUTY COUNTY AUDITOR

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE, CERTIFICATE NUMBER 600038314 DATED FEBRUARY 24, 2016. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED CHICAGO TITLE INSURANCE COMPANY CERTIFICATE. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON CHICAGO TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN MARCH, 2005, EXCEPT AS NOTED OTHERWISE.
3. PROPERTY AREA = 304,942± SQUARE FEET (6.8236± ACRES).
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A LEICA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 4 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, FOLLOWING COMPLETION OF CONSTRUCTION OF THE SITE IMPROVEMENTS AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR,
CERTIFICATE NO. 37555
D.R. STRONG CONSULTING ENGINEERS
620 7TH AVENUE
KIRKLAND, WASHINGTON 98033
PHONE: (425) 827-3083



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CONSULTING ENGINEERS
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O 425.827.3083 F 425.827.2423

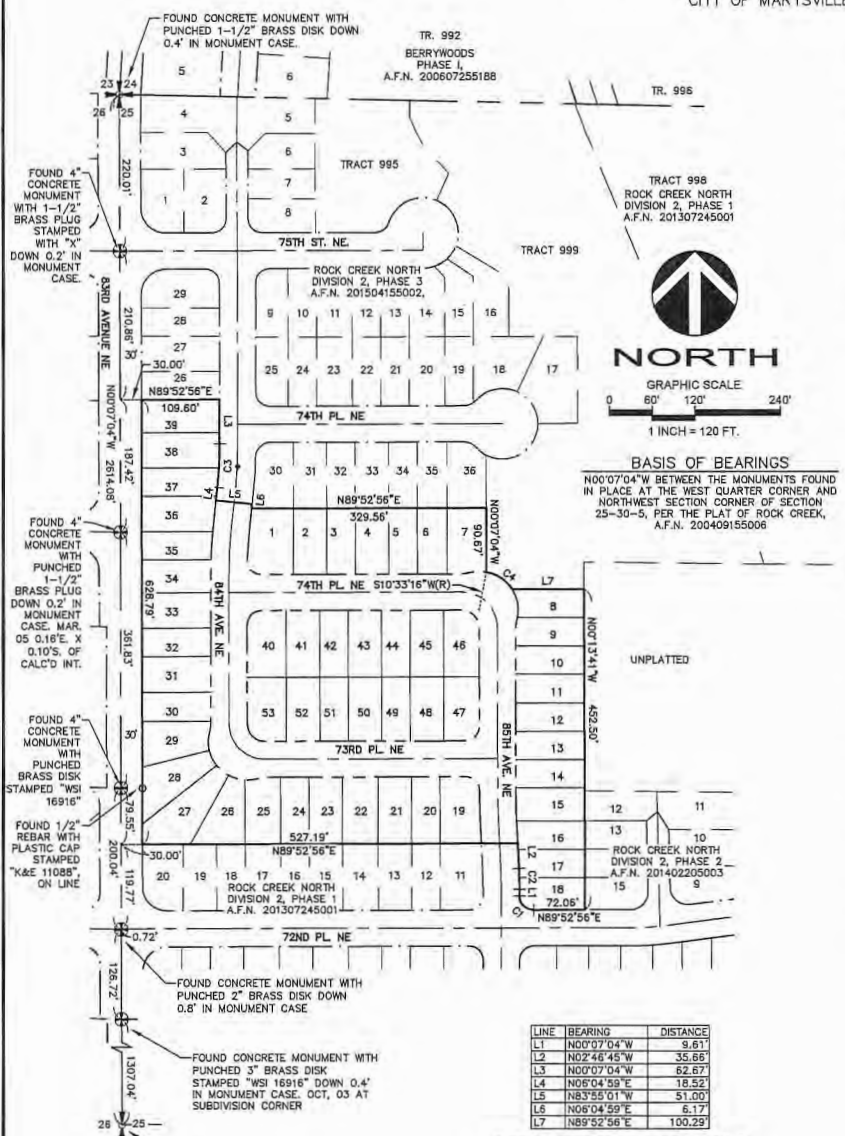
www.drststrong.com



PROJECT NO. 11034

ROCK CREEK NORTH DIVISION 2, PHASE 4

A REPLAT OF TRACT 997, ROCK CREEK NORTH DIVISION 2, PHASE 3, A.F.N. 201504155001,
A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



LINE	BEARING	DISTANCE
L1	N00°07'04"W	9.61
L2	N02°46'45"W	35.66
L3	N00°07'04"W	62.87
L4	N06°04'59"E	18.52
L5	N83°55'01"W	51.00
L6	N06°04'59"E	6.17
L7	N89°52'56"E	100.29

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	20.00'	90°00'00"	31.42'
C2	625.50'	02°39'41"	29.05'
C3	574.50'	06°12'03"	62.18'
C4	55.00'	47°34'53"	45.67'

RESTRICTIONS/CONDITIONS OF APPROVAL

- NO BUILDING PERMITS WILL BE ISSUED UNTIL THE INFRASTRUCTURE HAS BEEN INSTALLED AND ACCEPTED BY THE CITY, THE PLAT RE-SURVEYED, RECORD DRAWINGS HAVE BEEN ACCEPTED, AND THE PLAT IS RE-RECORDED.
- AFTER CONSTRUCTION AND PRIOR TO RE-RECORDING OF THE PLAT, A LETTER FROM THE PROJECT ENGINEER SHALL BE SUBMITTED TO THE CITY VERIFYING FINAL GRADING HAS BEEN COMPLETED CONSISTENT WITH THE APPROVED GRADING PLANS AND THAT ALL RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL INVESTIGATION HAVE BEEN FOLLOWED AND THE FILL HAS BEEN PROPERLY PLACED.
- AFTER CONSTRUCTION AND PRIOR TO RE-RECORDING OF THE PLAT, THE DEVELOPER SHALL PROVIDE A LETTER TO THE CITY FROM A CERTIFIED ARBORIST, STATING THAT ALL TREES IDENTIFIED ARE SAFE TO RETAIN AND HAVE NO VISIBLE DEFECTS WHICH CONSTITUTE A SAFETY HAZARD, AFTER REVIEW AND APPROVAL BY THE CITY, ANY RECOMMENDATIONS OUTLINED IN THE ARBORIST REPORT WILL NEED TO BE FOLLOWED PRIOR TO RE-RECORDING OF THE FINAL PLAT APPROVAL.
- AFTER CONSTRUCTION AND PRIOR TO RE-RECORDING OF THE PLAT, THE DEVELOPER SHALL PROVIDE A LETTER TO THE CITY FROM THE HEALTH DISTRICT, STATING THAT THEY HAVE NO OBJECTION TO THE FINAL PLAT RECORDING.
- BUILDING ENVELOPS SHALL BE SHOWN ON THE RE-RECORDED PLAT AFTER THE LOCATION OF ALL INFRASTRUCTURE IS KNOWN.
- THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE MARYSVILLE SCHOOL DISTRICT NO. 25 TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.66C.010.
- MARYSVILLE MUNICIPAL CODE REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT:
 - \$3747.97 PER LOT FOR MITIGATION OF IMPACTS ON CITY STREETS FOR THE CITY OF MARYSVILLE SHALL BE PAID TO THE CITY.
 - \$28.28 PER LOT FOR MITIGATION OF IMPACTS ON STATE HIGHWAYS PAID FOR THE CITY OF MARYSVILLE AND TRANSFERRED TO WSDOT, (WSDOT ID #34 - SR8 at 108TH STREET NE).
 - \$202.34 PER LOT (\$28,935.23 TOTAL) FOR MITIGATION OF IMPACTS ON CITY STREETS FOR THE CITY OF ARLINGTON PAID TO THE CITY, PROOF OF PAYMENT SHALL BE PROVIDED.

THESE PAYMENTS ARE DUE PRIOR TO OR AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH SINGLE-FAMILY RESIDENCE. NOTICE OF THESE MITIGATION PAYMENTS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OF THE LOT(S) THEREIN, ONCE BUILDING PERMITS HAVE BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID BY PDS.

- THE DEVELOPER SHALL PAY THE CITY OF MARYSVILLE \$48.62 PER NEW DWELLING UNIT AS MITIGATION FOR PARKS AND RECREATION IMPACTS IN ACCORDANCE WITH CHAPTER 220.020 MMC; PROVIDED, HOWEVER, THE DEVELOPER MAY ELECT TO POSTPONE PAYMENT OF THE MITIGATION REQUIREMENT UNTIL ISSUANCE OF A BUILDING PERMIT FOR THAT LOT. THE ELECTION TO POSTPONE PAYMENT SHALL BE NOTED BY A COVENANT PLACED ON THE FACE OF THE RECORDED PLAT AND INCLUDED IN THE DEED FOR EACH AFFECTED LOT WITHIN THE SUBDIVISION.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE.
- THE LOCATION AND HEIGHT OF ALL FENCES AND OTHER OBSTRUCTIONS WITHIN AN EASEMENT AS DEDICATED ON THIS PLAT SHALL BE SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OR DESIGNEE.
- THERE SHALL BE NO FURTHER SUBDIVISION OF ANY LOT WITHIN THIS PLAT WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.
- ANY LOT CONTAINING LESS THAN 5,000 SQUARE FEET IS REQUIRED TO COMPLY WITH THE SMALL LOT DESIGN STANDARDS AS SET FORTH IN CHAPTER 22C.010.310 MMC.

- #### LEGEND
- ⊕ SECTION CORNER AS NOTED
 - ⊕ QUARTER SECTION CORNER AS NOTED
 - ⊕ FOUND MONUMENT AS NOTED
 - 5/8" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" SET PER REFERENCE 5, EXCEPT AS NOTED OTHERWISE
 - ⚡ BARBED WIRE FENCE

TITLE RESTRICTIONS

- THIS SITE IS SUBJECT TO AN EASEMENT AND THE RIGHTS INCIDENTAL THERETO, GRANTED TO PUGET SOUND ENERGY, INC. FOR A GAS DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201303250484. THE LEGAL DESCRIPTION CONTAINED WITHIN SAID INSTRUMENT IS INSUFFICIENT TO DETERMINE THE EASEMENT'S EXACT LOCATION WITHIN THIS SITE.
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, TO THE EXTENT THAT THE SAME ARE PERMITTED BY APPLICABLE STATE OR FEDERAL LAW AS DISCLOSED BY THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 1 RECORDED UNDER AUDITOR'S FILE NO. 201307245001.
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, TO THE EXTENT THAT THE SAME ARE PERMITTED BY APPLICABLE STATE OR FEDERAL LAW AS DISCLOSED BY THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 3 RECORDED UNDER AUDITOR'S FILE NO. 201504155001.

EASEMENT PROVISIONS

PRIOR APPROVAL MUST BE OBTAINED FROM THE CITY OF MARYSVILLE CITY ENGINEER BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES ARE LOCATED WITHIN ANY DRAINAGE EASEMENT OR DELINEATED FLOOD PLAIN AREA.

- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.
- DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UPON OR THROUGH THE DRAINAGE EASEMENT.
- PUBLIC UTILITY EASEMENTS SHOWN HEREON AND NOT MENTIONED IN THE EASEMENT PROVISIONS CONTAINED HEREIN ARE HEREBY DEDICATED TO THE CITY OF MARYSVILLE, FOR ALL PURPOSES NOT INCONSISTENT WITH EASEMENTS OF THEIR GENERAL NATURE. THE CITY OF MARYSVILLE IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PUBLIC FACILITIES WITHIN SAID EASEMENTS.
- PRIVATE DRAINAGE AND UTILITY EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF THE LOTS BENEFITED. THE OWNERS OF SAID BENEFITED LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENT.

REFERENCES

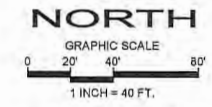
- THE PLAT OF ROCK CREEK RECORDED UNDER AUDITOR'S FILE NUMBER 200409155006.
- THE PLAT OF THE RIDGE AT ROCK CREEK, PHASE ONE, RECORDED UNDER AUDITOR'S FILE NUMBER 2709195145.
- THE PLAT OF BERRYWOODS PHASE I, RECORDED UNDER AUDITOR'S FILE NUMBER 200607255188.
- THE PLAT OF BERRYWOODS PHASE II, RECORDED UNDER AUDITOR'S FILE NUMBER 20070123561.
- THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 1, RECORDED UNDER AUDITOR'S FILE NUMBER 201307245001.
- THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 2, RECORDED UNDER AUDITOR'S FILE NUMBER 201402205030.
- THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 3, RECORDED UNDER AUDITOR'S FILE NUMBER 201504155001.

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RECORDING NO.	VOL/PG
	73
SHEET 3 OF 6	

ROCK CREEK NORTH DIVISION 2, PHASE 4
 A REPLAT OF TRACT 997, ROCK CREEK NORTH DIVISION 2, PHASE 3, A.F.N. 201504155001.
 A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

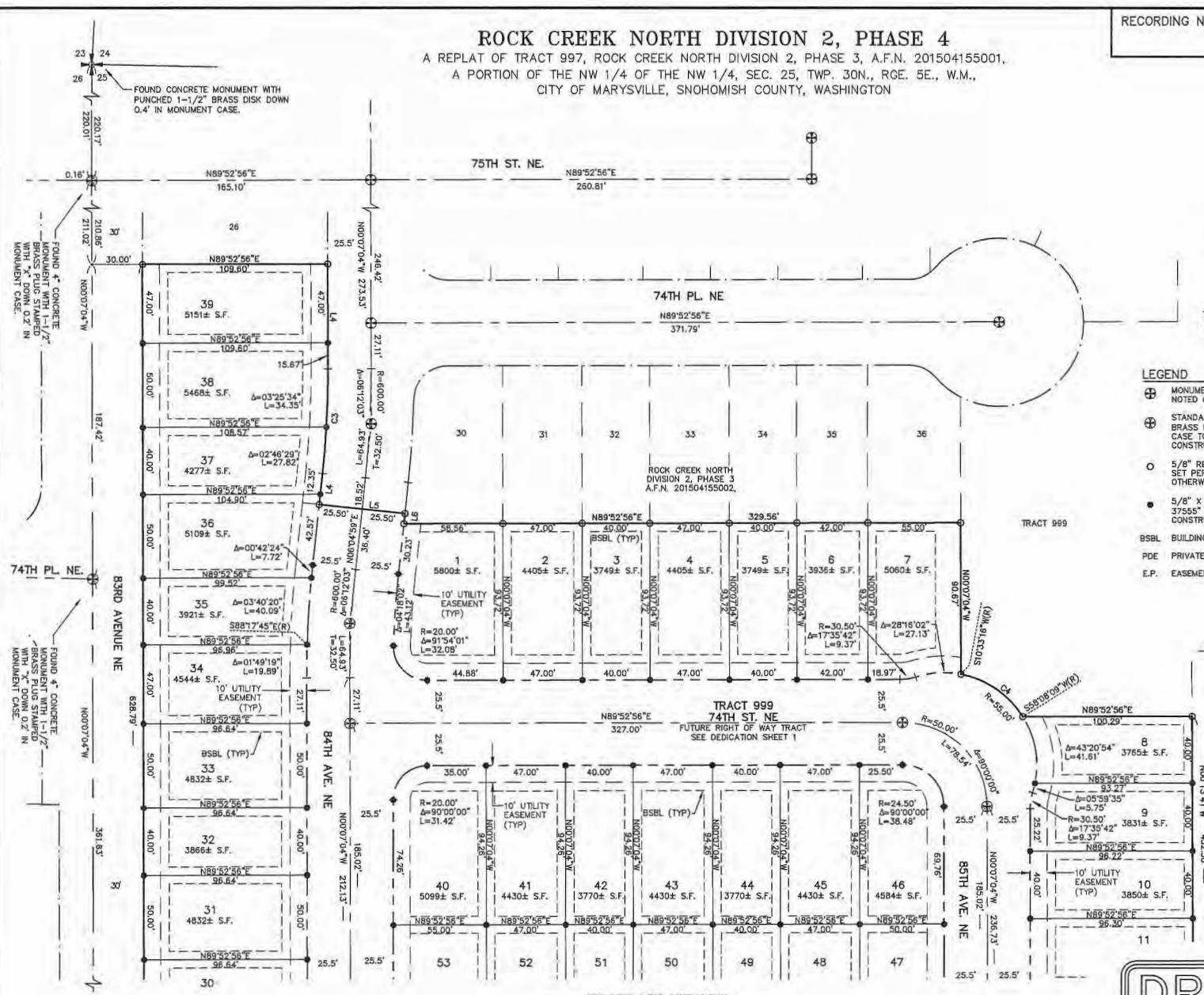


BASIS OF BEARINGS
 N00°07'04"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND NORTHWEST SECTION CORNER OF SECTION 25-30-5, PER THE PLAT OF ROCK CREEK, A.F.N. 200409155006

- LEGEND**
- ⊕ MONUMENT PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
 - ⊕ STANDARD CITY OF MARYSVILLE MONUMENT WITH BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
 - 5/8" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" SET PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
 - 5/8" x 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
- BSBL BUILDING SETBACK LINE
 POE PRIVATE STORM DRAINAGE EASEMENT
 E.P. EASEMENT PROVISIONS

LINE	BEARING	DISTANCE
L3	N00°07'04"W	62.67'
L4	N06°04'59"E	18.53'
L5	N83°55'01"W	51.00'
L6	N06°04'59"E	6.17'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C3	574.50'	06°12'03"	62.18'
C4	55.00'	47°34'53"	45.67'



FOUND 4" CONCRETE MONUMENT WITH 1-1/2" BRASS DISK STAMPED "WSI 16916" WITH "X" DOWN 0.2" IN MONUMENT CASE.

FOUND 4" CONCRETE MONUMENT WITH 1-1/2" BRASS DISK STAMPED "WSI 16916" WITH "X" DOWN 0.2" IN MONUMENT CASE.

FOUND 4" CONCRETE MONUMENT WITH PUNCHED BRASS DISK STAMPED "WSI 16916"

SEE SHEET 4 FOR CONTINUATION
 SEE SHEET 5 FOR ADDITIONAL EASEMENT LOCATIONS

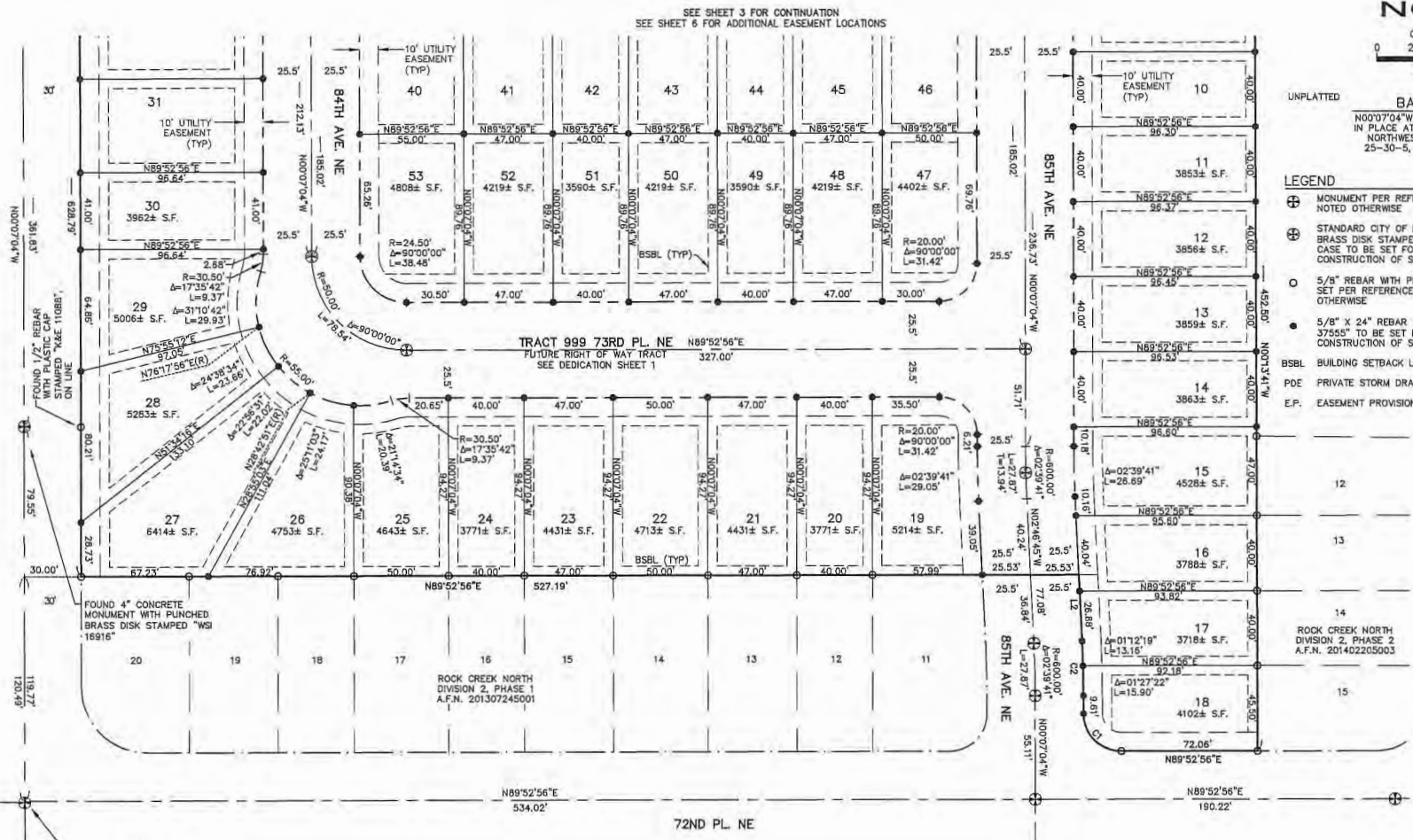
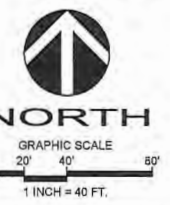


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PROJECT NO. 11034

ROCK CREEK NORTH DIVISION 2, PHASE 4
 A REPLAT OF TRACT 997, ROCK CREEK NORTH DIVISION 2, PHASE 3, A.F.N. 201504155001,
 A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



- UNPLATTED
- BASIS OF BEARINGS**
 N00°07'04"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND NORTHWEST SECTION CORNER OF SECTION 25-30-5, PER THE PLAT OF ROCK CREEK, A.F.N. 200409155005
- LEGEND**
- ⊕ MONUMENT PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
 - ⊗ STANDARD CITY OF MARYSVILLE MONUMENT WITH BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
 - 5/8" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" SET PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
 - 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
 - BSBL BUILDING SETBACK LINE
 - PDE PRIVATE STORM DRAINAGE EASEMENT
 - E.P. EASEMENT PROVISIONS

FOUND 4" CONCRETE MONUMENT WITH PUNCHED BRASS DISK STAMPED "MSI 16916"

FOUND CONCRETE MONUMENT WITH PUNCHED 2" BRASS DISK DOWN 0.8" IN MONUMENT CASE

LINE	BEARING	DISTANCE
L2	N02°46'45"W	35.66'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	20.00'	90°00'00"	31.42'
C2	625.50'	02°39'41"	29.05'



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ROCK CREEK NORTH DIVISION 2, PHASE 4

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CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



NORTH
GRAPHIC SCALE
0 20' 40' 80'
1 INCH = 40 FT.

BASIS OF BEARINGS

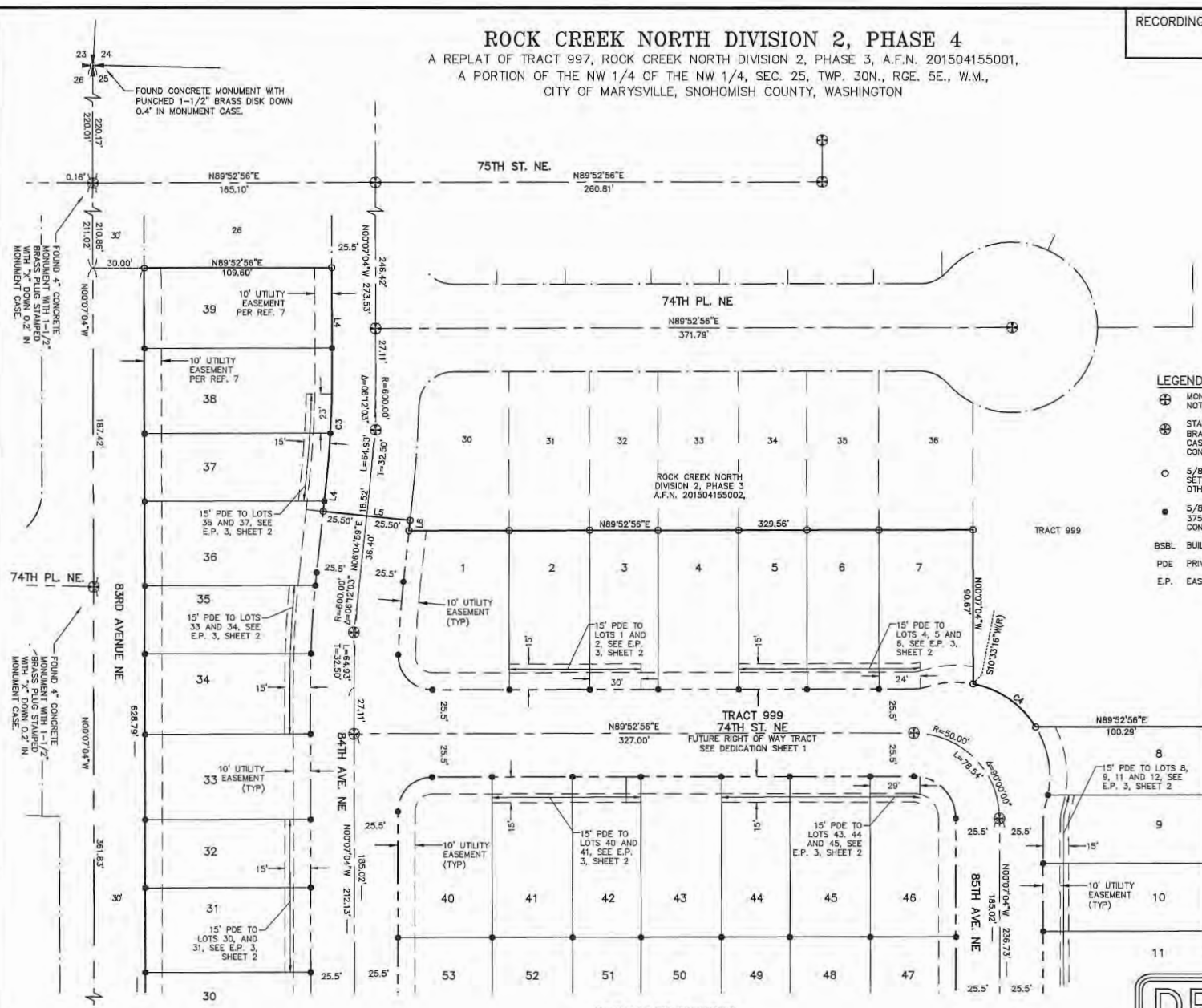
N00°07'04"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND NORTHWEST SECTION CORNER OF SECTION 25-30-5, PER THE PLAT OF ROCK CREEK, A.F.N. 200409155006

LEGEND

- ⊕ MONUMENT PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
- ⊗ STANDARD CITY OF MARYSVILLE MONUMENT WITH BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
- 5/8" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" SET PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
- 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
- BSBL BUILDING SETBACK LINE
- PDE PRIVATE STORM DRAINAGE EASEMENT
- E.P. EASEMENT PROVISIONS

LINE	BEARING	DISTANCE
L3	N00°07'04"W	62.67'
L4	N06°04'59"E	18.52'
L5	N83°55'01"W	51.00'
L6	N06°04'59"E	6.17'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C3	574.50'	08°12'03"	62.18'
C4	55.00'	47°34'53"	45.67'



FOUND 4" CONCRETE MONUMENT WITH PUNCHED BRASS DISK STAMPED "WJ 18916"

FOUND 4" CONCRETE MONUMENT WITH 1-1/2" BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE.

FOUND 4" CONCRETE MONUMENT WITH 1-1/2" BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE.

SEE SHEET 6 FOR CONTINUATION
SEE SHEET 3 FOR LOT DIMENSIONS



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620 7TH AVENUE KIRKLAND, WA 98033
O 425.827.3063 F 425.827.2423



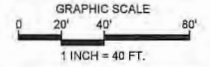
www.dstrong.com

PROJECT NO. 11034

ROCK CREEK NORTH DIVISION 2, PHASE 4
 A REPLAT OF TRACT 997, ROCK CREEK NORTH DIVISION 2, PHASE 3, A.F.N. 201504155001,
 A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



NORTH



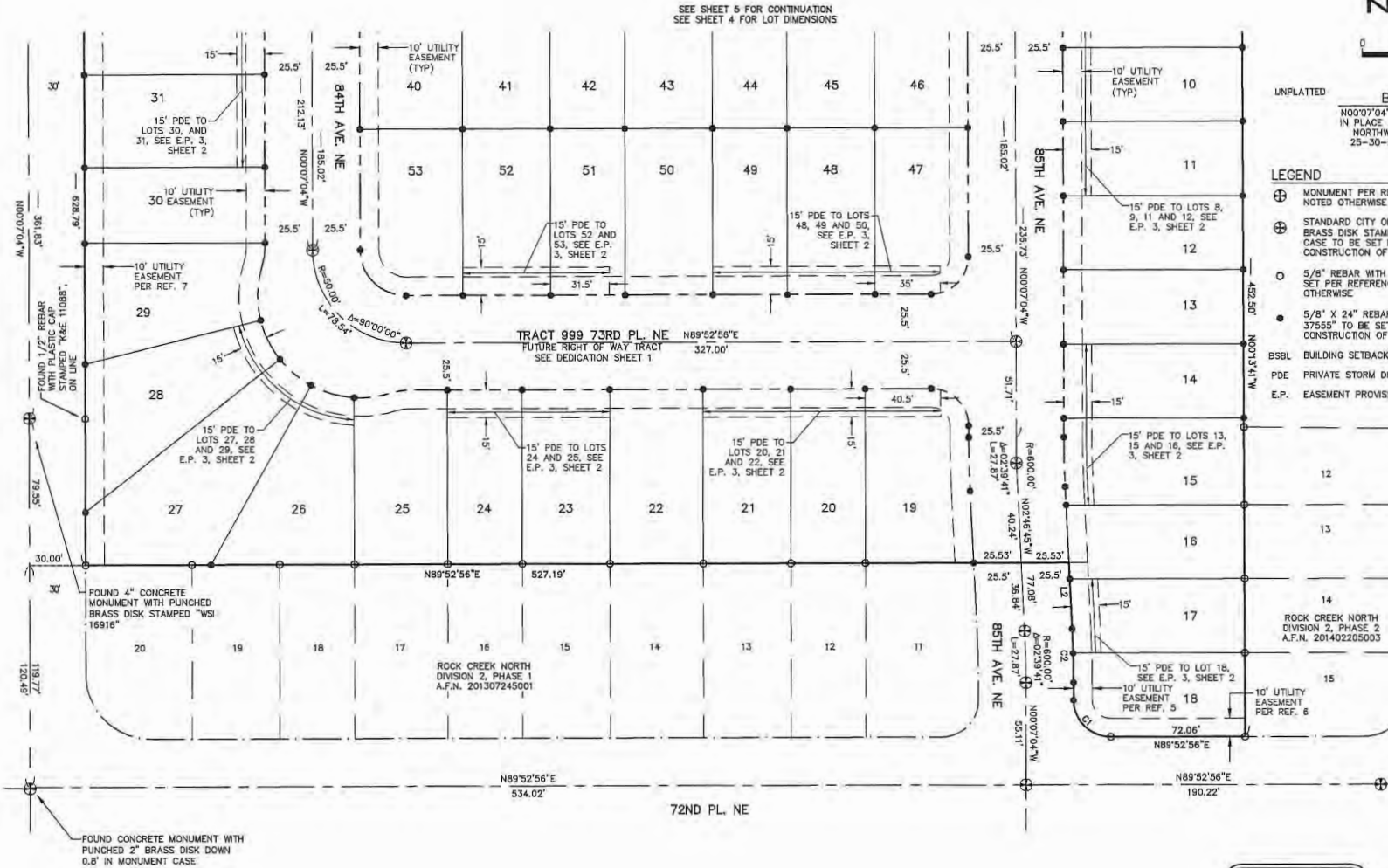
UNPLATTED

BASIS OF BEARINGS

N00°07'04"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND NORTHWEST SECTION CORNER OF SECTION 25-30-5, PER THE PLAN OF ROCK CREEK, A.F.N. 200409155005

LEGEND

- ⊕ MONUMENT PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
- ⊕ STANDARD CITY OF MARYSVILLE MONUMENT WITH BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
- 5/8" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" SET PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
- 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
- BSBL BUILDING SETBACK LINE
- PDE PRIVATE STORM DRAINAGE EASEMENT
- E.P. EASEMENT PROVISIONS



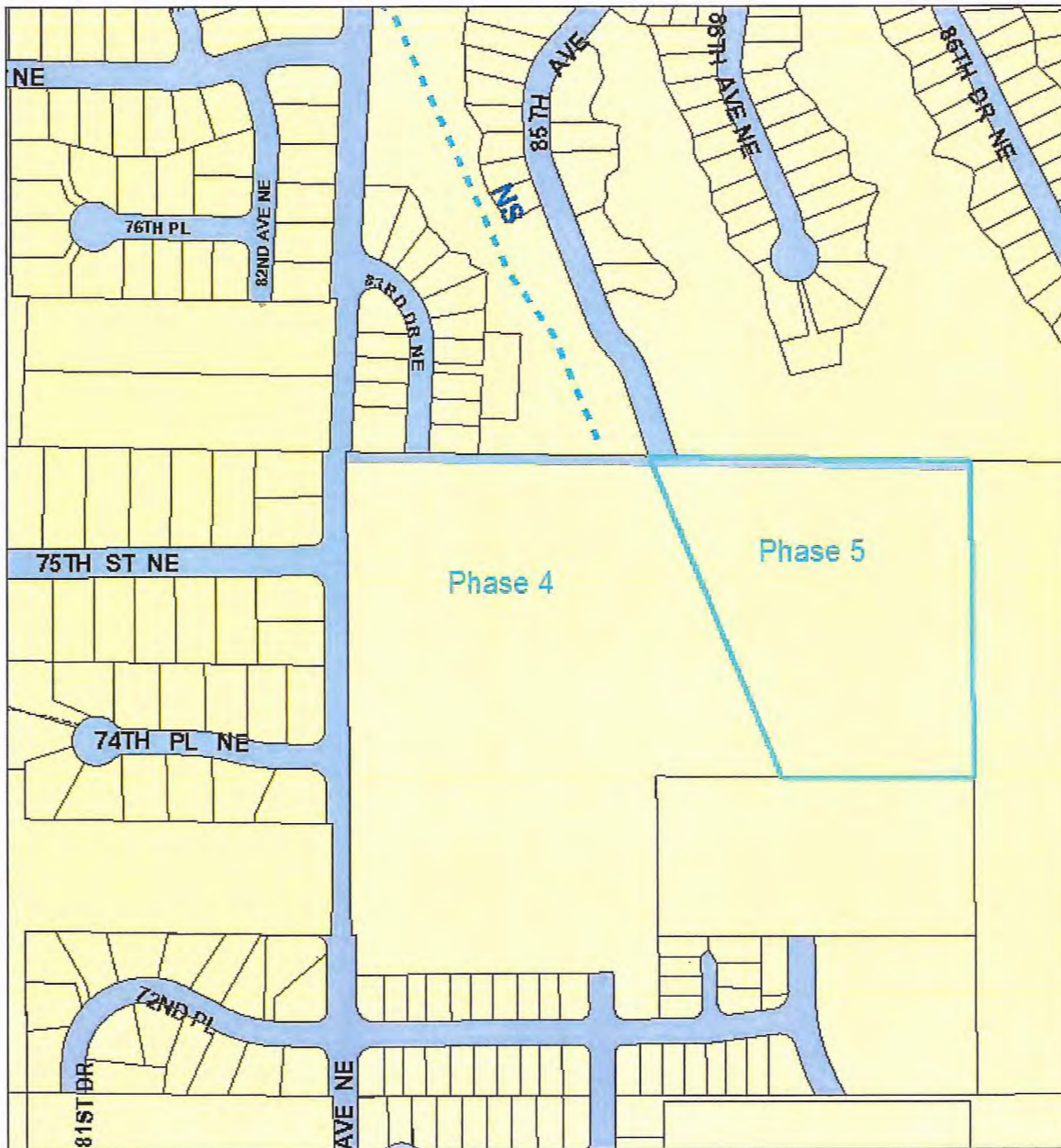
LINE	BEARING	DISTANCE
L2	N02°46'45"W	35.66

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	20.00'	90°00'00"	31.42'
C2	625.50'	102°39'41"	29.05'



D.R. STRONG
 CONSULTING ENGINEERS
 ENGINEERS PLANNERS SURVEYORS
 620 7TH AVENUE KIRKLAND, WA 98033
 O 425.827.3063 F 425.827.2423

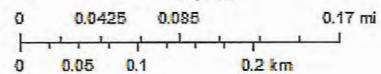




April 27, 2016

1:5,202

- | | |
|------------------|---------------------|
| Parcels | STATE OF WASHINGTON |
| Railroad | Streets |
| MUNICIPALITY | Trails |
| PRIVATE | Arlington airport |
| RAILROAD | Water bodies |
| SNOHOMISH COUNTY | |



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED.

Form – Security for Performance – Improvement Bond

Amount \$ 1,586,893.90

Bond No. 758146S

IMPROVEMENT BOND
(Security for Performance)

KNOW ALL MEN BY THESE PRESENTS, that we, Harbour Homes, LLC (developer) as Principal, and Developers Surety and Indemnity Company, a corporation (bond company and surety), duly authorized to do surety business in the State of Washington, as Surety, are jointly and severally held and bound unto the CITY OF MARYSVILLE in the sum of One Million Five Hundred Eighty Six* (\$ 1,586,893.90) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

*Thousand Eight Hundred Ninety Three and 90/100ths

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above named Principal is obligated to the CITY to complete improvements as next set out by the deadline stated:

Description of Improvements:

public right of way and in areas to be dedicated to the City of Marysville

Deadline for Completion:

12 months

For that certain project known as Rock Creek North Division II Phase 4 ;

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said obligation(s) (the “work”) by the deadline stated or any extension of said term that may be granted by the City, with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect jointly and severally as to principal and surety.

In the event that the principal does not complete the work by the deadline to City standards, then the Surety shall within thirty days of demand from the City make a written commitment to the City that it will either:

- (a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, or
- (b) Tender to the City within an additional fifteen (15) days the amount necessary, as determined in good faith by the City, for the City to remedy the default, up to the total

amount of this Bond. Said estimate shall include reasonable City administrative overhead costs, legal costs and attorney's fees.

Upon completion of the duties of the Surety under either of the options above, the surety shall then have fulfilled its obligations under this Bond, except that if option (b) above is elected by the Surety, and the City's actual costs exceed the estimate, Surety shall pay the City such excess up to the maximum amount of this Bond. Under option (b) City shall notify the surety of the actual cost of the remedy. In the event the City's estimate exceeded the City's actual costs (including administrative overhead costs, legal costs and attorney's fees) the City shall return such excess to the Surety without interest.

This bond and security for performance also shall extend to and secure all of the City's administrative overhead costs and all legal costs and reasonable attorneys fees incurred by City in seeking and securing performance by the principal, the surety and any other obligated party to the maximum value or penal sum of this bond.

In the event of any ambiguity concerning the obligation herein, this Bond and Security for performance shall be construed, interpreted and enforced in accordance with the intent and the provisions of Chapter 19.51 Marysville Municipal Code.

IN WITNESS WHEREOF, the signature of the said Principal and the corporate seal and the name of the Surety is hereto affixed binding them to this obligation this 8th day of April, 2016.

PRINCIPAL
Harbour Homes, LLC


George Neffner - Secretary/Treasurer

SURETY:
Developers Surety and Indemnity Company


Jana M. Roy, Attorney-in-Fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Jana M. Roy, Guy P. Armfield, Scott McGilvray, Jill A. Boyle, Elizabeth R. Hahn, Susan B. Larson, Scott Fisher, Deanna M. French, Roger Kaltenschach, Ronald J. Lange, Mindee L. Rankin, John R. Claeys, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of April, 2016.

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2016

AGENDA ITEM: Final Plat Approval Rock Creek North Division 2, Phase 5	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Hearing Examiner's Decision dated May 26, 2005 2. Site Plan – Phase 5 3. Vicinity Map 4. Performance bond		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

On May 26, 2005, the Snohomish County Hearing Examiner approved the preliminary plat of Rock Creek North, creating 160 lots on approximately 44.5 acres. The applicant is constructing the project in 5 phases. Phase 1 which consisted of 20 lots was constructed and recorded on July 24, 2013. Phase 2 which consists of 15 lots was constructed and recorded on February 20, 2014. Phase 3, which consists of 36 lots has been constructed and recorded on April 15, 2015.

The preliminary plat of Rock Creek North, Division 2 expires on May 25, 2016. The City of Marysville has allowed and is facilitating the timely recording of phase 5 within the plat of Rock Creek North, Division II. Phase 5 consists of 19 lots. Much of the storm drainage and sanitary sewer improvements have been completed within Phase 5. Additionally, Harbour Homes has completed all frontage improvements along 83rd Ave NE.

Harbour Homes has posted a performance bond for Phase 5 in the amount of \$1,132,841.30 for the balance of the internal work to be completed in future public right-of-way and in areas to be dedicated to the City as public improvements. The final plat notes that no building permits are available on any lot in phase 5 until all improvements have been completed and accepted by the City and the final plat.

The plat is generally located at 7227 83rd Ave NE.

RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the Final Plat of Rock Creek North Division 2, Phase 5.
--

COUNCIL ACTION:



Snohomish County

DECISION of the SNOHOMISH COUNTY DEPUTY HEARING EXAMINER

Hearing Examiner's Office

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

Robert J. Backstein
Hearing Examiner

Ed Good
Deputy Hearing Examiner

DATE OF DECISION: May 26, 2005

PLAT/PROJECT NAME: *Rock Creek North*

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

APPLICANT/
LANDOWNER: Harbour Homes, Inc.

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

FILE NO.: 04 100385

TYPE OF REQUEST: 160 lot subdivision on 44.47 acres utilizing lot size averaging

DECISION (SUMMARY): **APPROVAL** subject to precondition and conditions.

BASIC INFORMATION

GENERAL LOCATION: The property is located at 7227 83rd Avenue NE, Marysville, WA.

ACREAGE: 44.47 acres

NUMBER OF LOTS: 160

AVERAGE LOT SIZE: 5,792 square feet

MINIMUM LOT SIZE: 4,916 square feet

DENSITY: 3.60 du/ac (gross)
7.52 du/ac (net)

ZONING: Residential-9,600 (R-9,600)

COMPREHENSIVE PLAN DESIGNATION:

General Policy Plan Designation: Urban Low Density Residential (4-6 du/ac)

Subarea Plan: Marysville

Subarea Plan Designation: Rural (1 du/2.3 ac), with an Environmentally Sensitive Area Overlay

UTILITIES:

Water/Sewer: City of Marysville (proposed)

SCHOOL DISTRICT: Marysville No. 25

FIRE DISTRICT: No. 22

SELECTED AGENCY RECOMMENDATIONS:Department of:

Planning and Development Services (PDS): Approval subject to a precondition and conditions.

Public Works (DPW): Approval subject to a precondition and conditions.

INTRODUCTION

The applicant filed the Master Application on April 20, 2004. (Exhibit 1)

The Hearing Examiner (Examiner) made a site familiarization visit on May 16, 2005

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 15, 16 and 17)

A SEPA determination was made on April 7, 2005. (Exhibit 14) No appeal was filed.

The Examiner held an open record hearing on May 17, 2005, the 127th day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

PUBLIC HEARING

The public hearing commenced on May 17, 2005 at 9:00 a.m..

1. The Examiner announced that he had read the PDS staff report, reviewed the file and viewed the area and therefore was generally apprised of the particular request involved.
2. The applicant, Harbor Homes, Inc., was represented by Luay Joudeh of D. R. Strong Consulting Engineers, Inc. Snohomish County was represented by David Radabaugh of the Department of Planning & Development Services and by Andy Smith of the Department of Public Works.
3. Dean Fink, who owns a parcel abutting the subject site on the north, testified at the hearing with concerns about drainage, grading, vegetation, traffic, his water well, and impacts of the proposed development on his 95 year-old neighbor, Mr. Campbell, who has lived at this vicinity since 1941. Mr. Fink's attorney, Cynthia Thomas, by letter dated April 22, 2005, points out that Mr. Fink has an exclusive easement across the proposed plat and has not granted any right to cross it with a plat road.
4. The hearing concluded at 10:37 a.m.

NOTE: The above information summarizes the information submitted to the Examiner at the hearing. However, for a full and complete record, verbatim audio tapes of the hearing are available in the Office of the Hearing Examiner.

FINDINGS, CONCLUSIONS AND DECISION

FINDINGS OF FACT

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

1. The applicant, Harbour Homes, Inc., proposes a 160-lot subdivision known as Rock Creek North on 44.47 acres bounded by SR-9 on the east. The City of Marysville abuts on the west and north. The western boundary is 83rd Avenue NE. The site is bisected by a Type 4 stream with associated wetlands. The stream flows into Lake Martha. But for one bridge, the stream and all wetlands will be in Native Growth Protection Areas.
2. Approximately 18 acres of the site's 44.5 acres (40%) will be covered by impervious surface. Witness Fink submitted into evidence seven colored photographs showing storm water standing on his property's west corner in April 2005. The applicant responds that the storm drainage plans for the project are engineered to detain runoff and then disperse it through the Native Growth Protection Areas.
3. Mr. Fink points out that grading will fill between 6,600 and 10,000 trucks. He is concerned that that amount of grading and hauling might (1) damage his utilities, which are located in his easement (above-mentioned), (2) cause vibrations resulting in collapse of his unlined well, (3) remove so much vegetation that wind will blow down what trees remain, (4) cause physical or emotional harm to 95-year-old neighbor, Mr. Campbell. (Mr. Fink has 130-foot trees standing within 30-feet of his porch.)
4. The applicant responds that the grading is "balanced"; i.e., grading will not involve export or import of fill. (Presumptively, that results in less truck movement and noise and vibration than would be the case if the trucks were entering and leaving the site.) The applicant also responds (1) that no site work will be deep enough to cause Mr. Fink's well walls to collapse, (2) that the applicant will hire a locator service to find and mark Mr. Fink's utilities, (3) that the density of residences per acre is higher in adjoining Marysville than in the County's R-9600 zoning on the subject site and (4) Marysville has placed a condition on all plats to the north to participate in improving 87th Avenue NE to neighborhood collector standards. The applicant commented that the loss of trees and resultant risk to the stability of what trees remain is, at times, an unavoidable risk of land development.
5. The Examiner expressed hope that some accommodation could be found to ease the impact of such change in the vicinity on the 95-year-old neighbor but acknowledged that there is no specific requirement to do so. The Examiner finds as fact that the PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Protection Act (SEPA). The staff report is hereby adopted by the Examiner as if set forth in full herein unless otherwise noted. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner is hereby made a part of this file as if set forth in full herein.
6. The project would comply with park mitigation requirements under Chapter 30.66A SCC (Title 26A SCC) by the payment of \$1,040.00 for each new single-family home.
7. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC (Title 26B SCC) as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and

Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.

8. School mitigation requirements under Chapter 30.66C SCC (Title 26C SCC) have been reviewed and set forth in the conditions.
9. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage review pursuant to Chapter 30.63A SCC (Title 24 SCC) and recommends approval of the project subject to conditions which would be imposed during the full detailed drainage plan.
10. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished.
11. Public water and sewer service will be available for this development as well as electrical power.
12. The property is designated Urban Low Density Residential (ULDR 4-6 du/ac) on the General Policy Plan (GPP) Future Land Use Map (FLUM) and is located within an Urban Growth Area (UGA). According to the GPP, the ULDR designation covers various subarea plan designations which would allow mostly detached housing developments on larger lot sizes. Land in this category may be developed at a density of 4-6 du/ac and one of the implementing zones is the R-9,600 zone which is the case here.
13. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC (Title 19 SCC) as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
14. The proposal has been evaluated by PDS for compliance with the lot size averaging provisions of SCC 30.41A.240 and SCC 30.23.210. This proposal is consistent with these provisions.
15. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.
16. Any finding of fact in this decision which should be deemed a conclusion is hereby adopted as such.

CONCLUSIONS OF LAW

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

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition. There are no changes to the recommendations of the staff report.
2. The Department of Public Works recommends that the request be approved as to traffic use subject to certain conditions.

3. The request is consistent with the GMACP; GMA-based County codes; and the type and character of land use permitted on the site and the permitted density with the applicable design and development standards.
4. The application should be approved subject to the following stipulations.

PRECONDITION

The preliminary plat map (Exhibit 18) shall be modified so that the lots and access easements shall not be within Native Growth Protection Areas (NGPA).

CONDITIONS

- A. The preliminary plat received by the Department of Planning and Development Services on April 21, 2005 (Exhibit 18), as modified by the Precondition above, shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
 - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
 - ii. The platlor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
 - iii. A Final Mitigation Plan shall be submitted for review and approval during the construction review phase of this project, based on the January 9, 2005 Conceptual Compensatory Mitigation Program by Habitat Technologies (Exhibit 4).
 - iv. Certificates of water and sewer availability shall be obtained from the City of Marysville.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:
 - i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No. 25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for four existing parcels. Lots 1 through 4 shall receive credit."
 - ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:
 - \$1,924.83 per lot for mitigation of impacts on county roads paid to the County,
 - \$2.45 per lot for impacts to Washington State Department of Transportation project DOT-22 (SR 9 at SR528) paid to the County,

\$1,222.43 per lot for impacts to the City of Marysville paid to the City. Proof of payment to the city is required.

\$205.72 per lot for impacts to the City of Arlington paid to the City. Proof of payment to the city is required.

\$74.32 per lot for TDM paid to the County per SCC 30.66B.630.

These payments are due prior to or at the time of building permit issuance for each single-family residence. Notice of these mitigation payments shall be contained in any deeds involving this subdivision or the lots therein. Once building permits have been issued all mitigation payments shall be deemed paid by the Department of Planning and Development Services.

- iii. Ten feet of right-of-way along the development's frontage and parallel with 83rd Avenue NE shall be dedicated to Snohomish County on the final recorded plat. [SCC 30.66B.510, SCC 30.66B.520]
- iv. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) (unless other agreements have been made) with the following language on the face of the plat;

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

D. Prior to recording of the final plat:

- i. The developer shall pay the County \$1,040.00 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.
- ii. Urban frontage improvements shall be constructed along the parcel's frontage on 83rd Avenue NE to the specifications of the Department of Public Works. [SCC 30.66B.410]
- iii. A waiting area 10 foot by 15 feet for school children shall be constructed along the development on 83rd Avenue NE to the specifications of the Department of Public Works. [RCW 58.17.110]
- iv. Public road access shall be provided to all lots within the development [SCC 30.24.052].
- v. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platlor may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

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

- vi. The final wetland mitigation plan shall be completely implemented.
 - vii. The following easement shall be extinguished:
 - a. Snohomish County Auditor's File Number (AFN) 8905110242
 - b. AFN 7808020195 and 8811290342
 - c. AFN 8906010223
 - viii. The area of the easement (Auditor's File Number 8603280301, as amended by Auditor's File Number 8905160403) intersected by the north stub of 85th Avenue NE to the north boundary of the plat shall be constructed to public road standards if the adjacent property to the east (Tax Parcel Number 300525-002-017-00) develops or the easement is extinguished prior to final plat approval.
- E. All development activity shall conform to the requirements of Chapter 30.63A SCC.

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

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

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

DECISION:

The request for a 160 lot subdivision utilizing lot size averaging is hereby APPROVED, subject to the precondition and conditions set forth in Conclusion 4, above.

Decision issued this 26th day of May, 2005.


 Ed Good, Deputy Hearing Examiner

EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

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

Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **JUNE 6, 2005**. There is no fee for filing a petition for reconsideration. **“The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing.”** [SCC 30.72.065]

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

The grounds for seeking reconsideration are limited to the following:

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

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

Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with

the Department of Planning and Development Services, 2nd Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **JUNE 9, 2005** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

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

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

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

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

Staff Distribution:

Department of Planning and Development Services: David Radabaugh
 Department of Public Works: Andrew Smith

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

This decision is binding but will not become effective until the above precondition(s) have been fulfilled and acknowledged by the Department of Planning and Development Services (PDS) on the original of the instant decision. Document(s) required for fulfillment of the precondition(s) must be filed in a complete, executed fashion with PDS not later than May 26, 2011

- 1. "Fulfillment" as used herein means recordation with the County Auditor, approval/acceptance by the County Council and/or Hearing Examiner, and/or such other final action as is appropriate to the particular precondition(s).
- 2. One and only one six month period will be allowed for resubmittal of any required document(s) which is (are) returned to the applicant for correction.
- 3. This conditional approval will automatically be null and void if all required precondition(s) have not been fulfilled as set forth above; PROVIDED, that:
 - A. The Examiner may grant a one-time extension of the submittal deadline for not more than twelve (12) months for just cause shown if and only if a written request for such extension is received by the Examiner prior to the expiration of the original time period; and
 - B. The submittal deadline will be extended automatically an amount equal to the number of days involved in any appeal proceedings.

ACKNOWLEDGMENT OF FULFILLMENT OF PRECONDITIONS

The above imposed precondition(s) having been fulfilled by the applicant and/or the successors in interest, the Department of Planning and Development Services hereby states that the instant Decision is effective as of _____.

Certified by:

(Name)

(Title)

Parties of Record Register
 04-100385 SD ROCK CREEK NORTH
 HRG: 5/17/05 UPDATED 5/25/05(KD)
 04100385 KW

HARBOUR HOMES INC
 906 SE EVERETT MALL WAY
 EVERETT WA 98208

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

SNO CO DEPT OF PUBLIC WORKS
 ANDREW SMITH
 3000 ROCKEFELLER AVE M/S 607
 EVERETT WA 98201

SNO CO PLAN & DEV/LAND USE DIV
 DAVID RADABAUGH
 3000 ROCKEFELLER AVE M/S 604
 EVERETT WA 98201

DR STRONG CONSULTING
 LUAY JOUDEH/JAMES BARNETT
 10604 NE 38TH PL #101
 KIRKLAND WA 98033

JOHN SIGLER
 7025 83RD AVE NE
 MARYSVILLE WA 98270

NORMAN C WEBB
 7125 83RD AVE NE
 MARYSVILLE WA 98270

JOHN W HOLTUM
 2754 S IRENELLA LN
 CAMANO ISLAND WA 98292

DAVID KELLER
 6911 83RD AVE NE
 MARYSVILLE WA 98270

NEDRA SHUMAKER
 7003 83RD AVE NE
 MARYSVILLE WA 98270

MJ SCOTT
 509 OLIVE WAY #533
 SEATTLE WA 98104

FAMILY QUALITY CONST & DEV II
 11406 AIRPORT RD
 EVERETT WA 98204

DEAN FINK
 7131 83RD AVE NE
 MARYSVILLE WA 98270-6525

REAL PROPERTY LAW GROUP
 CYNTHIA THOMAS
 1218 THIRD AVE, SUITE 1900
 SEATTLE WA 98101

MARYSVILLE SCHOOL DISTRICT
 JOSEPH LEGARE
 4220 80TH ST NE
 MARYSVILLE WA 98270-3498

CITY OF MARYSVILLE
 LIBBY GRAGE
 80 COLUMBIA AVE
 MARYSVILLE WA 98270

RECORDING NO.	VOL/PAGE
	SHEET 1 OF 6

ROCK CREEK NORTH DIVISION 2, PHASE 5

A REPLAT OF TRACT 999, ROCK CREEK NORTH DIVISION 2, PHASE 1, A.F.N. 201307245001,
 A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION

TRACT 999, ROCK CREEK NORTH DIVISION 2, PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 201307245001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT HARBOUR HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACTS 999, 998 AND 996 ARE NGPA/OPEN SPACE TRACTS AND ARE HEREBY GRANTED AND CONVEYED, TOGETHER WILL ALL MAINTENANCE OBLIGATIONS TO THE ROCK CREEK NORTH DIVISION 2 HOMEOWNERS ASSOCIATION.

TRACT 997 IS A FUTURE (STORM DRAINAGE TRACT) AND IS HEREBY RESERVED BY THE DEVELOPER, FOLLOWING COMPLETION OF CONSTRUCTION AND THE RE-RECORDING OF THE FINAL PLAT SAID TRACT WILL BE DEDICATED TO THE CITY OF MARYSVILLE FOR PUBLIC ROAD PURPOSES. SAID TRACT IS SUBJECT TO THE APPROVED PRELIMINARY PLAT MAP AND CONDITIONS OF APPROVAL CONTAINED WITHIN SNOHOMISH COUNTY FILE NO. ZA 05-118415. THE DEVELOPER, IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT, UNTIL SAID DEDICATION OCCURS.

TRACT 995 IS A FUTURE RIGHT OF WAY TRACT AND IS HEREBY RESERVED BY THE DEVELOPER, FOLLOWING COMPLETION OF CONSTRUCTION AND THE RE-RECORDING OF THE FINAL PLAT SAID TRACT WILL BE DEDICATED TO THE CITY OF MARYSVILLE FOR PUBLIC ROAD PURPOSES. SAID TRACT IS SUBJECT TO THE APPROVED PRELIMINARY PLAT MAP AND CONDITIONS OF APPROVAL CONTAINED WITHIN SNOHOMISH COUNTY FILE NO. ZA 05-118415. THE DEVELOPER, IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT, UNTIL SAID DEDICATION OCCURS.

THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF THOSE TRACTS PREVIOUSLY OWNED BY THE HOA. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS, MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA. THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 2016.

HARBOUR HOMES LLC,
 A WASHINGTON LIMITED LIABILITY COMPANY

BY:
 ITS:

ACKNOWLEDGMENTS

STATE OF _____
 COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF HARBOUR HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED _____

SIGNATURE OF
 NOTARY PUBLIC _____

TITLE _____

MY APPOINTMENT EXPIRES _____

APPROVALS

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2016.

CITY ENGINEER _____

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2016.

COMMUNITY DEVELOPMENT DIRECTOR _____

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS ____ DAY OF _____, 2016.

MAYOR, CITY OF MARYSVILLE _____

ATTEST: CITY CLERK _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES.

TREASURER, SNOHOMISH COUNTY _____

BY: DEPUTY COUNTY TREASURER _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF HARBOUR HOMES LLC, THIS ____ DAY OF _____, 2016.

AT _____ MINUTES PAST ____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____ A.F.N. _____ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY _____

BY: DEPUTY COUNTY AUDITOR _____

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE, CERTIFICATE NUMBER 500038313 DATED FEBRUARY 24, 2016. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED CHICAGO TITLE INSURANCE COMPANY CERTIFICATE. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON CHICAGO TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN MARCH, 2005, EXCEPT AS NOTED OTHERWISE.

3. PROPERTY AREA = 339,286± SQUARE FEET (7.7889± ACRES).

4. ALL DISTANCES ARE IN FEET.

5. THIS IS A FIELD TRAVERSE SURVEY. A LEICA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 5 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, FOLLOWING COMPLETION OF CONSTRUCTION OF THE SITE IMPROVEMENTS AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR.
 CERTIFICATE NO. 37555
 D.R. STRONG CONSULTING ENGINEERS
 520 7TH AVENUE
 KIRKLAND, WASHINGTON 98033
 PHONE: (425) 827-3063



D.R. STRONG
 CONSULTING ENGINEERS

ENGINEERS PLANNERS SURVEYORS
 520 7TH AVENUE KIRKLAND, WA 98033
 O 425.827.3063 F 425.827.2428

www.dstrang.com

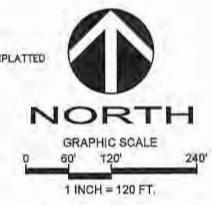
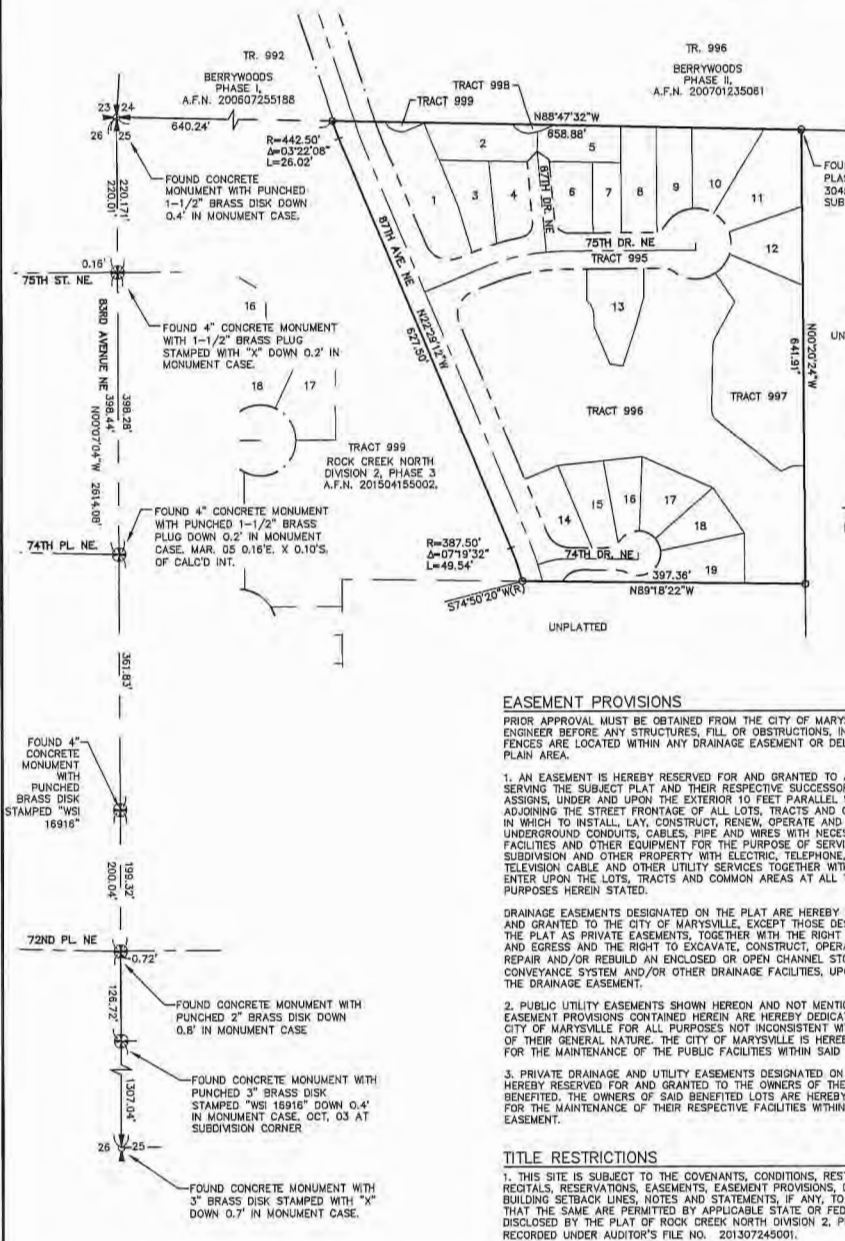


PROJECT NO. 11034

ROCK CREEK NORTH DIVISION 2, PHASE 5

A REPLAT OF TRACT 999, ROCK CREEK NORTH DIVISION 2, PHASE 1, A.F.N. 201307245001,
A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

RECORDING NO. VOL. 96
SHEET 2 OF 6



BASIS OF BEARINGS
N00°07'04\"/>

EASEMENT PROVISIONS

PRIOR APPROVAL MUST BE OBTAINED FROM THE CITY OF MARYSVILLE CITY ENGINEER BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES ARE LOCATED WITHIN ANY DRAINAGE EASEMENT OR DELINEATED FLOOD PLAIN AREA.

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIRE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UPON OR THROUGH THE DRAINAGE EASEMENT.

2. PUBLIC UTILITY EASEMENTS SHOWN HEREON AND NOT MENTIONED IN THE EASEMENT PROVISIONS CONTAINED HEREIN ARE HEREBY DEDICATED TO THE CITY OF MARYSVILLE FOR ALL PURPOSES NOT INCONSISTENT WITH EASEMENTS OF THEIR GENERAL NATURE. THE CITY OF MARYSVILLE IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PUBLIC FACILITIES WITHIN SAID EASEMENTS.

3. PRIVATE DRAINAGE AND UTILITY EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF THE LOTS BENEFITED. THE OWNERS OF SAID BENEFITED LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENT.

TITLE RESTRICTIONS

1. THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, REITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, TO THE EXTENT THAT THE SAME ARE PERMITTED BY APPLICABLE STATE OR FEDERAL LAW AS DISCLOSED BY THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 1 RECORDED UNDER AUDITOR'S FILE NO. 201307245001.

RESTRICTIONS/CONDITIONS OF APPROVAL

- NO BUILDING PERMITS WILL BE ISSUED UNTIL THE INFRASTRUCTURE HAS BEEN INSTALLED AND ACCEPTED BY THE CITY, THE PLAT RE-SURVEYED, RECORD DRAWINGS HAVE BEEN ACCEPTED, AND THE PLAT IS RE-RECORDED.
- AFTER CONSTRUCTION AND PRIOR TO RE-RECORDING OF THE PLAT, A LETTER FROM THE PROJECT ENGINEER SHALL BE SUBMITTED TO THE CITY VERIFYING FINAL PLAT GRADING HAS BEEN COMPLETED CONSISTENT WITH THE APPROVED GRADING PLANS AND THAT ALL RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL INVESTIGATION HAVE BEEN FOLLOWED AND THE FILL HAS BEEN PROPERLY PLACED.
- AFTER CONSTRUCTION AND PRIOR TO RE-RECORDING OF THE PLAT, THE DEVELOPER SHALL PROVIDE A LETTER TO THE CITY FROM A CERTIFIED ARBORIST, STATING THAT ALL TREES IDENTIFIED ARE SAFE TO RETAIN AND HAVE NO VISIBLE DEFECTS WHICH CONSTITUTE A SAFETY HAZARD. AFTER REVIEW AND APPROVAL BY THE CITY, ANY RECOMMENDATIONS OUTLINED IN THE ARBORIST REPORT WILL NEED TO BE FOLLOWED PRIOR TO RE-RECORDING OF THE FINAL PLAT APPROVAL.
- AFTER CONSTRUCTION AND PRIOR TO RE-RECORDING OF THE PLAT, THE DEVELOPER SHALL PROVIDE A LETTER TO THE CITY FROM THE HEALTH DISTRICT, STATING THAT THEY HAVE NO OBJECTION TO THE FINAL PLAT RECORDING.
- BUILDING ENVELOPS SHALL BE SHOWN ON THE RE-RECORDED PLAT AFTER THE LOCATION OF ALL INFRASTRUCTURE IS KNOWN.
- THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE MARYSVILLE SCHOOL DISTRICT NO. 25 TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.86C.01D.
- MARYSVILLE MUNICIPAL CODE REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT:
 \$3747.97 PER LOT FOR MITIGATION OF IMPACTS ON CITY STREETS FOR THE CITY OF MARYSVILLE SHALL BE PAID TO THE CITY.
 \$28.28 PER LOT FOR MITIGATION OF IMPACTS ON STATE HIGHWAYS PAID FOR THE CITY OF MARYSVILLE AND TRANSFERRED TO WSDOT, (WSDOT ID #34 - SR9 AT 108TH STREET NE).
 \$202.34 PER LOT (\$28,935.29 TOTAL) FOR MITIGATION OF IMPACTS ON CITY STREETS FOR THE CITY OF ARLINGTON TO THE CITY. PROOF OF PAYMENT SHALL BE PROVIDED.
 THESE PAYMENTS ARE DUE PRIOR TO OR AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH SINGLE-FAMILY RESIDENCE. NOTICE OF THESE MITIGATION PAYMENTS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OF THE LOT(S) THEREIN. ONCE BUILDING PERMITS HAVE BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID BY PDS.
- ALL NATIVE GROWTH PROTECTION AREAS (NGPA) SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES WHEN APPROVED BY THE CITY. ACTIVITIES AS SET FORTH IN CHAPTER 22E MMC ARE ALLOWED WHEN APPROVED BY THE CITY.
- THE DEVELOPER SHALL PAY THE CITY OF MARYSVILLE \$48.82 PER NEW DWELLING UNIT AS MITIGATION FOR PARKS AND RECREATION IMPACTS IN ACCORDANCE WITH CHAPTER 22D.020 MMC; PROVIDED, HOWEVER, THE DEVELOPER MAY ELECT TO POSTPONE PAYMENT OF THE MITIGATION REQUIREMENT UNTIL ISSUANCE OF A BUILDING PERMIT FOR THAT LOT. THE ELECTION TO POSTPONE PAYMENT SHALL BE NOTED BY A COVENANT PLACED ON THE FACE OF THE RECORDED PLAT AND INCLUDED IN THE DEED FOR EACH AFFECTED LOT WITHIN THE SUBDIVISION.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLANNED AND FILED UNDER TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE.
- THE LOCATION AND HEIGHT OF ALL FENCES AND OTHER OBSTRUCTIONS WITHIN AN EASEMENT AS DEDICATED ON THIS PLAT SHALL BE SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OR DESIGNEE.
- THERE SHALL BE NO FURTHER SUBDIVISION OF ANY LOT WITHIN THIS PLAT WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.
- ANY LOT CONTAINING LESS THAN 5,000 SQUARE FEET IS REQUIRED TO COMPLY WITH THE SMALL LOT DESIGN STANDARDS AS SET FORTH IN CHAPTER 22C.01C.310 MMC.

LEGEND

- SECTION CORNER AS NOTED
- QUARTER SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- 5/8" REBAR WITH PLASTIC CAP STAMPED "DRS 37556" SET PER REFERENCE 5, EXCEPT AS NOTED OTHERWISE
- BARBED WIRE FENCE

REFERENCES

- THE PLAT OF ROCK CREEK RECORDED UNDER AUDITOR'S FILE NUMBER 200409155006.
- THE PLAT OF THE RIDGE AT ROCK CREEK, PHASE ONE, RECORDED UNDER AUDITOR'S FILE NUMBER 2709195146.
- THE PLAT OF BERRYWOODS PHASE I, RECORDED UNDER AUDITOR'S FILE NUMBER 200607255188.
- THE PLAT OF BERRYWOODS PHASE II, RECORDED UNDER AUDITOR'S FILE NUMBER 20070123561.
- THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 1, RECORDED UNDER AUDITOR'S FILE NUMBER 201307245001.
- THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 2, RECORDED UNDER AUDITOR'S FILE NUMBER 2014022050030.
- THE PLAT OF ROCK CREEK NORTH DIVISION 2, PHASE 3, RECORDED UNDER AUDITOR'S FILE NUMBER 201504155001.



D.R. STRONG
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820 7TH AVENUE KIRKLAND, WA 98033
O 425.827.3063 F 425.827.2423
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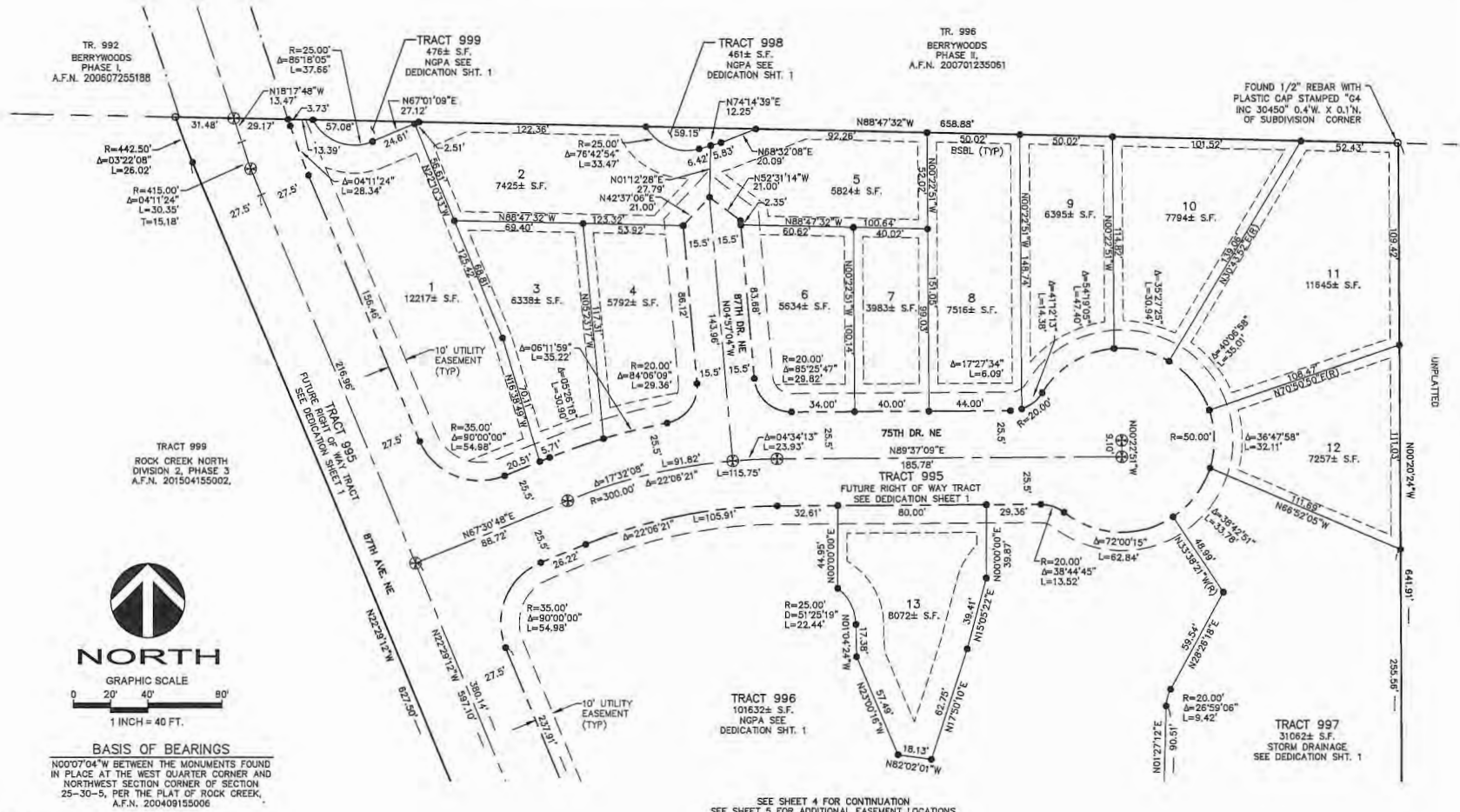
PROJECT NO. 11034

ZA 05-118415

A.F.N. _____

ROCK CREEK NORTH DIVISION 2, PHASE 5

A REPLAT OF TRACT 999, ROCK CREEK NORTH DIVISION 2, PHASE 1, A.F.N. 201307245001,
A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



BASIS OF BEARINGS
N00°07'04"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND NORTHWEST SECTION CORNER OF SECTION 25-30-5, PER THE PLAT OF ROCK CREEK, A.F.N. 200409155006

LEGEND

- ⊕ MONUMENT PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
- ⊕ STANDARD CITY OF MARYSVILLE MONUMENT WITH BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
- 5/8" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" SET PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
- 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
- BSBL BUILDING SETBACK LINE
- PDE PRIVATE STORM DRAINAGE EASEMENT
- E.P. EASEMENT PROVISIONS

SEE SHEET 4 FOR CONTINUATION
SEE SHEET 5 FOR ADDITIONAL EASEMENT LOCATIONS

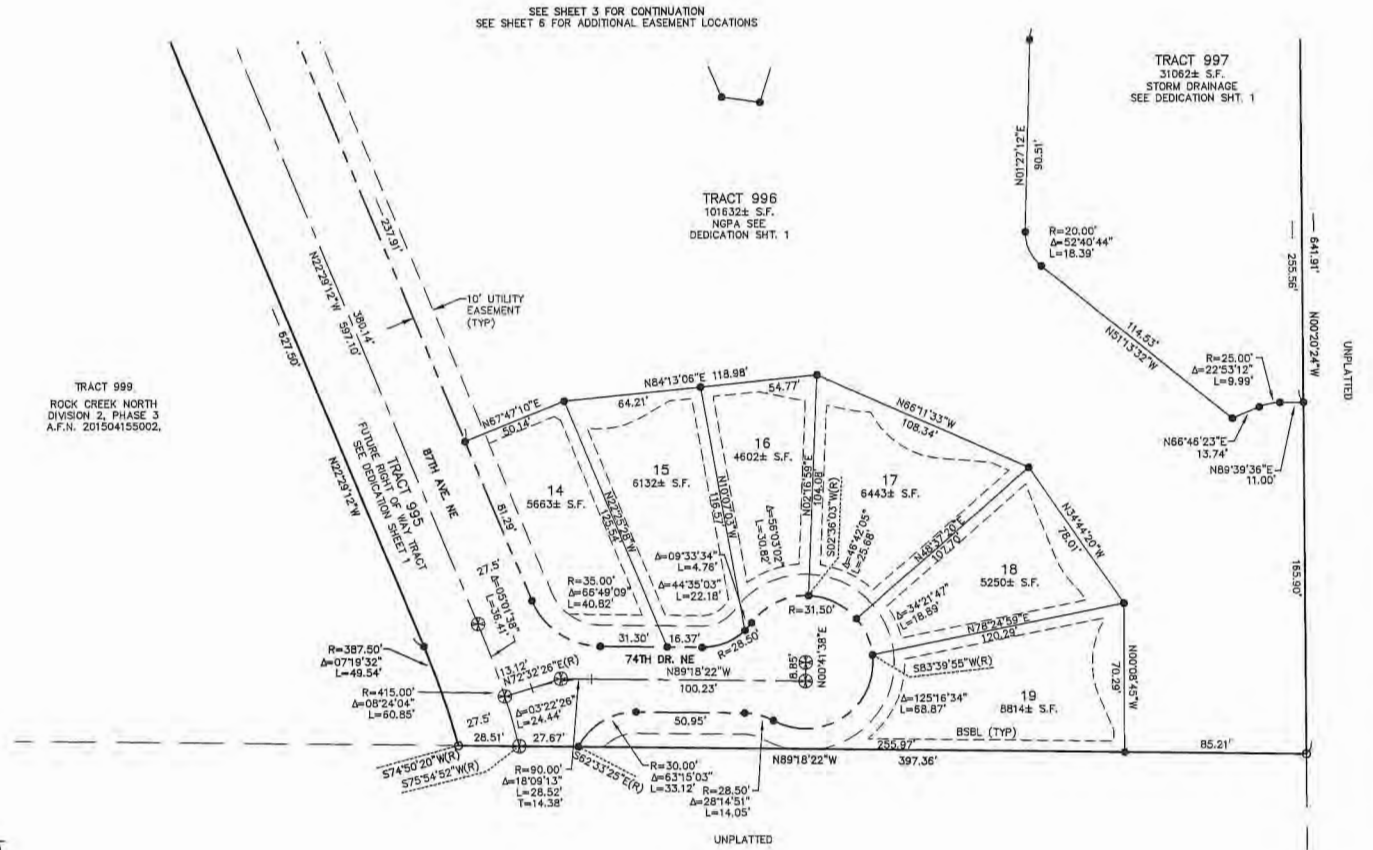


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www.drstrong.com



PROJECT NO. 11034

ROCK CREEK NORTH DIVISION 2, PHASE 5
 A REPLAT OF TRACT 999, ROCK CREEK NORTH DIVISION 2, PHASE 1, A.F.N. 201307245001,
 A PORTION OF THE NW 1/4 OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



BASIS OF BEARINGS
 N00°07'04\"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE WEST QUARTER CORNER AND NORTHWEST SECTION CORNER OF SECTION 25-30-5, PER THE PLAT OF ROCK CREEK, A.F.N. 200409155006

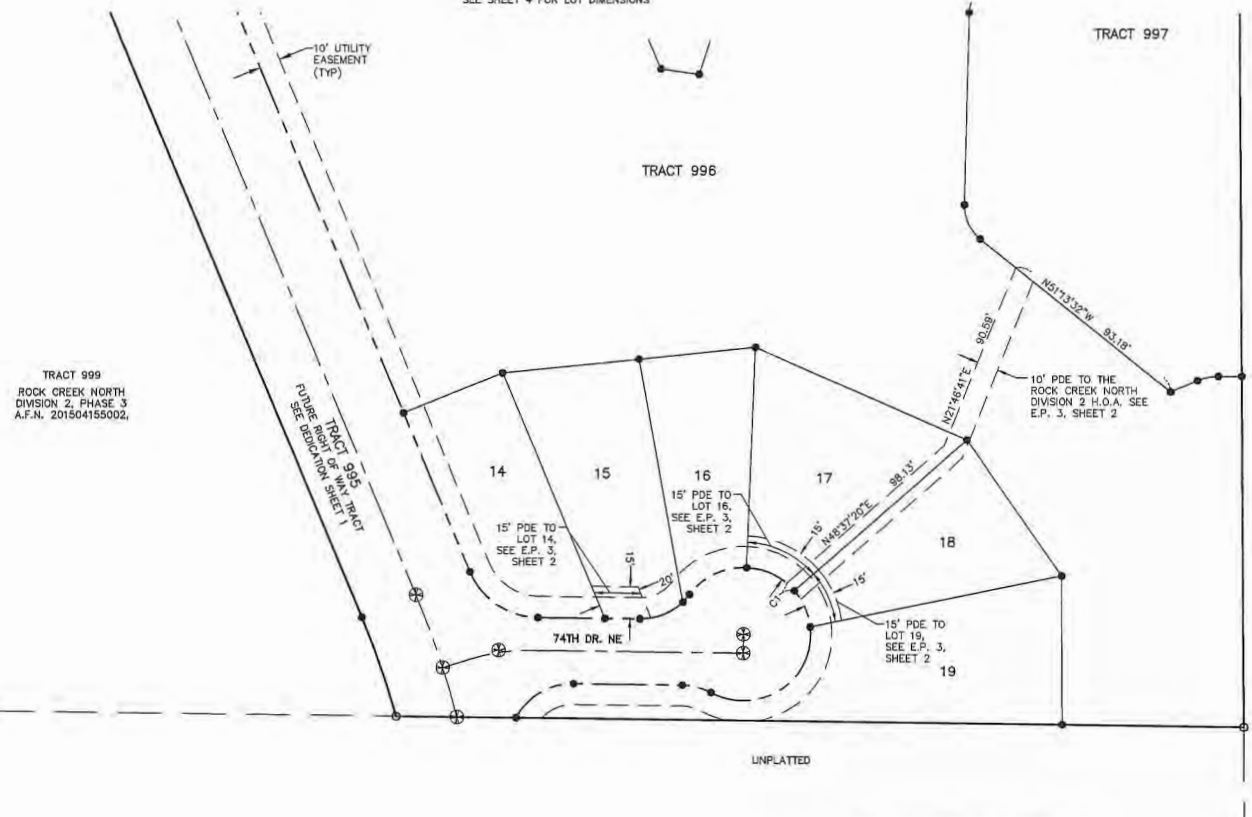
- LEGEND**
- ⊕ MONUMENT PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
 - ⊕ STANDARD CITY OF MARYSVILLE MONUMENT WITH BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
 - 5/8" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" SET PER REFERENCE 5, 6 OR 7, EXCEPT AS NOTED OTHERWISE
 - 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" TO BE SET FOLLOWING COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS
 - BSBL BUILDING SETBACK LINE
 - PDE PRIVATE STORM DRAINAGE EASEMENT
 - E.P. EASEMENT PROVISIONS

D.R. STRONG
 CONSULTING ENGINEERS
 ENGINEERS PLANNERS SURVEYORS
 820 7TH AVENUE KIRKLAND, WA 98033
 ☎ 425.827.3063 F 425.827.2423
 www.drstrong.com

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SEE SHEET 5 FOR CONTINUATION
SEE SHEET 4 FOR LOT DIMENSIONS



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 N00°07'04\"W BETWEEN THE MONUMENTS FOUND
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LEGEND

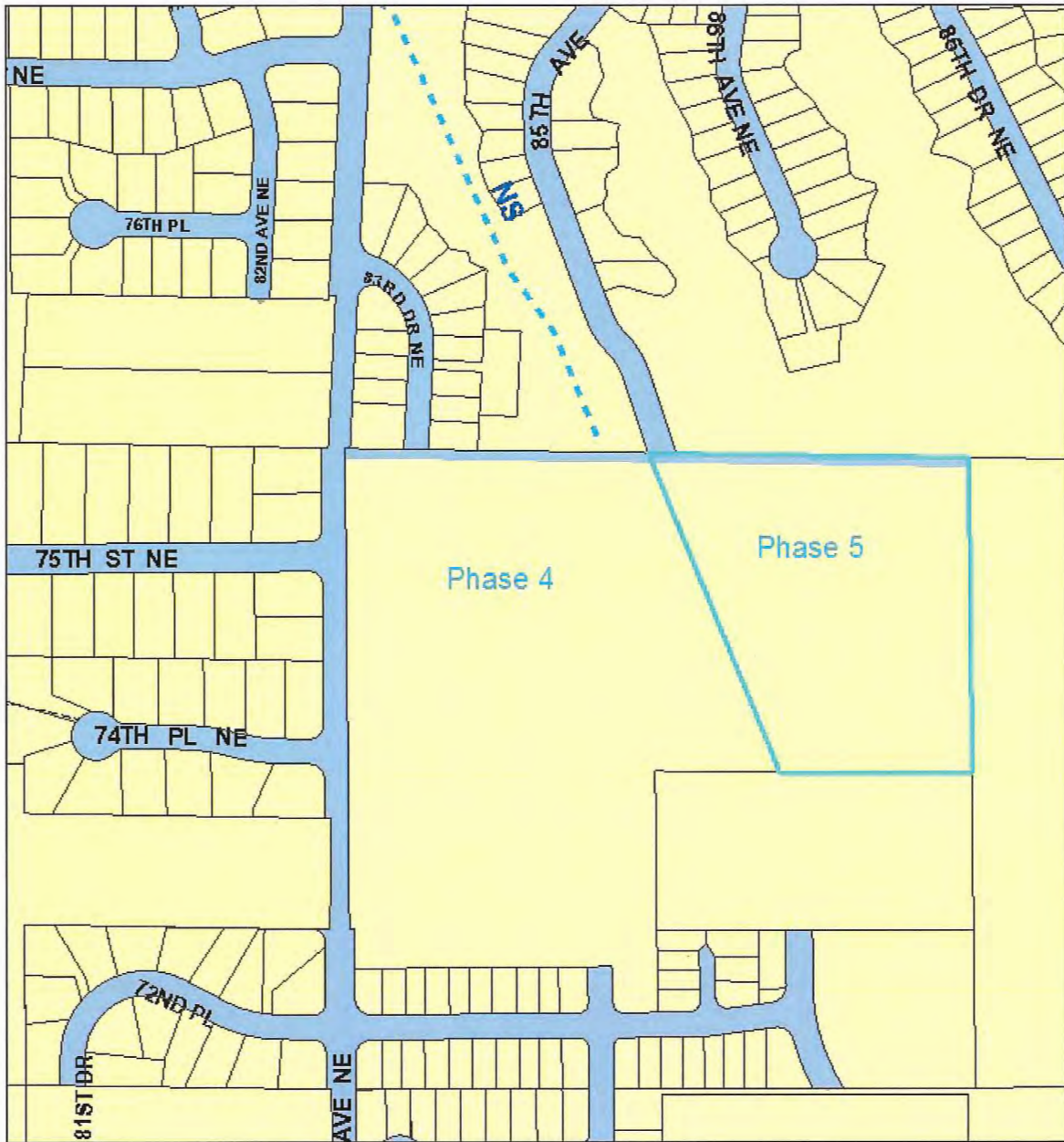
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CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
CT	31.50'	09°07'30"	5.02'



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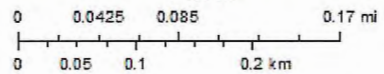




April 27, 2016

1:5,202

- | | |
|------------------|---------------------|
| Parcels | STATE OF WASHINGTON |
| Railroad | Streets |
| MUNICIPALITY | Trails |
| PRIVATE | Arlington airport |
| RAILROAD | Water bodies |
| SNOHOMISH COUNTY | |



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED.

Form – Security for Performance – Improvement Bond

Amount \$ 1,132,841.30

Bond No. 758147S

IMPROVEMENT BOND
(Security for Performance)

KNOW ALL MEN BY THESE PRESENTS, that we, Harbour Homes, LLC (developer) as Principal, and Developers Surety and Indemnity Company, a corporation (bond company and surety), duly authorized to do surety business in the State of Washington, as Surety, are jointly and severally held and bound unto the CITY OF MARYSVILLE in the sum of One Million One Hundred Thirty Two*(\$ 1,132,841.30) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

*Thousand Eight Hundred Forty One and 30/100ths

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above named Principal is obligated to the CITY to complete improvements as next set out by the deadline stated:

Description of Improvements:

public right of way and in areas to be dedicated to the City of Marysville

Deadline for Completion:

36 months

For that certain project known as Rock Creek North Division II Phase 5 ;

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said obligation(s) (the “work”) by the deadline stated or any extension of said term that may be granted by the City, with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect jointly and severally as to principal and surety.

In the event that the principal does not complete the work by the deadline to City standards, then the Surety shall within thirty days of demand from the City make a written commitment to the City that it will either:

(a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, or

(b) Tender to the City within an additional fifteen (15) days the amount necessary, as determined in good faith by the City, for the City to remedy the default, up to the total

amount of this Bond. Said estimate shall include reasonable City administrative overhead costs, legal costs and attorney's fees.

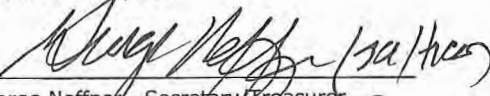
Upon completion of the duties of the Surety under either of the options above, the surety shall then have fulfilled its obligations under this Bond, except that if option (b) above is elected by the Surety, and the City's actual costs exceed the estimate, Surety shall pay the City such excess up to the maximum amount of this Bond. Under option (b) City shall notify the surety of the actual cost of the remedy. In the event the City's estimate exceeded the City's actual costs (including administrative overhead costs, legal costs and attorney's fees) the City shall return such excess to the Surety without interest.

This bond and security for performance also shall extend to and secure all of the City's administrative overhead costs and all legal costs and reasonable attorneys fees incurred by City in seeking and securing performance by the principal, the surety and any other obligated party to the maximum value or penal sum of this bond.

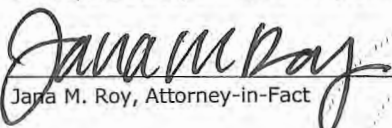
In the event of any ambiguity concerning the obligation herein, this Bond and Security for performance shall be construed, interpreted and enforced in accordance with the intent and the provisions of Chapter 19.51 Marysville Municipal Code.

IN WITNESS WHEREOF, the signature of the said Principal and the corporate seal and the name of the Surety is hereto affixed binding them to this obligation this 8th day of April, 2016.

PRINCIPAL
Harbour Homes, LLC


George Neffner - Secretary/Treasurer

SURETY:
Developers Surety and Indemnity Company


Jana M. Roy, Attorney-in-Fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Jana M. Roy, Guy P. Armfield, Scott McGilvray, Jill A. Boyle, Elizabeth R. Hahn, Susan B. Larson, Scott Fisher, Deanna M. French, Roger Kaltenbach, Ronald J. Lange, Mindee L. Rankin, John R. Claeys, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of April, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2016

AGENDA ITEM:	
Ordinance banning discharge of firearms	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker, City Attorney	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

For a number of years, the city has received citizen complaints of firearms being discharged in the area of the Qwuloolt during the hunting season. The Marysville municipal code currently does not prohibit the discharge of firearms within the city limits, except in parks (MMC 6.82.070) and where the discharge is in a “public place “or in any place where any person might be endangered thereby” (MMC 6.60.010 adopting RCW 9.41.230 by reference). While MMC 6.60.010 gives police and prosecutors case-by-case authority depending on the specific facts, it is resource-intensive and does not authorize the city to place any particular place off-limits to shooting.

Three of Marysville’s closest city neighbors ban the discharge of firearms within their limits: Arlington, Lake Stevens, and Stanwood, as do four other Snohomish County cities (Gold Bar, Monroe, Mukilteo, and Sultan) and numerous cities statewide (e.g. Auburn, Bellingham, Duvall, Lakewood, Maple Valley, Shoreline, Spokane Valley, Tacoma, and Walla Walla).

RECOMMENDED ACTION:

Staff recommends the Council consider authorizing the Mayor to sign the ordinance adding a new section 6.60.060 to the municipal code.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 6.60 OF THE MUNICIPAL CODE
AND PROHIBITING THE DISCHARGE OF FIREARMS.**

WHEREAS, Marysville citizens have raised concerns over the discharge of firearms within the city limits; and

WHEREAS, the lowest density residential zone in the city permits 4.5 dwelling units per acre; and

WHEREAS, the density of residential, commercial, and industrial uses in the city do not leave sufficient area for the use and discharge of firearms; and

WHEREAS, the discharge of firearms within the city limits poses a reasonable likelihood that humans, domestic animals, or property will be jeopardized; and

WHEREAS, the discharge of firearms in parks or open space are inconsistent with the recreational uses for which these spaces are intended and also present a reasonable likelihood that humans, domestic animals, or property will be jeopardized; and

WHEREAS, peace officers are properly trained in the safe use of firearms, use firearms in the course of their official duties; and

WHEREAS, Article I, section 24 of the state Constitution guarantees the right of the individual to bear arms.

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

SECTION 1. A new section is added to the Marysville Municipal Code as section 6.60.060.

SECTION 2. Amendment of Municipal Code. The municipal code is amended as set forth in Exhibit "A."

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2016.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

EXHIBIT A

6.60.060 Discharge of Firearms Prohibited

A. It is unlawful for any person to discharge any firearm in the city of Marysville, provided, that this prohibition does not apply to:

1. the discharge of firearms by a state or federal peace officer engaged in official duties;
2. the discharge of a firearm by military personnel engaged in official duties;
3. the discharge of a firearm at a licensed and permitted shooting range;
4. the discharge of a firearm authorized in writing by the chief of police and in conformance with all conditions imposed by the chief of police;
5. the discharge of a firearm to protect livestock or a domestic animal from another animal in conformance with RCW 16.08.020 or RCW 77.36.030; or
5. the discharge of a firearm in any circumstance where it is lawful to use force under RCW 9A.16.020 or RCW 9A.16.040, as now enacted or subsequently amended, or where homicide is justifiable under RCW 9A.16.050, as now enacted or subsequently amended.

B. A person may assert, as a defense to a charge under this section, any defense authorized by state law or the municipal code.

C. This section shall not abridge the right guaranteed by Article I, Section 24, of the State Constitution to bear arms.