

Marysville City Council Work Session

July 5, 2016

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

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

1. Consider the June 6, 2016 City Council Work Session Minutes
2. Consider the June 13, 2016 City Council Meeting Minutes

Consent

3. Consider the June 22, 2016 Claims in the Amount of \$521,957.61; Paid by EFT Transactions and Check Numbers 109097 through 109274 with No Checks Voided

Review Bids

4. Consider Awarding the Grove Street Pedestrian and Bicycle Improvement Project with SRV Construction, Inc. in the Amount of \$396,366.75 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$431,366.75

Public Hearings

Action Item

5. Consider the Mother Nature’s Window Caretaker Services Agreement and Lease Agreement with David and Betty Nelson

New Business

6. Consider the Barkly Manor Modification (SERJ Development) and Authorize the Execution of all Necessary Documentation in Order to Relinquish the Restrictive Covenant Recorded Under Auditor’s File Number 2416572 (Barkly Manor Restrictive Covenant), Subject to Dedication of 38th Avenue NE in a Desired Alignment Substantially Similar to that Depicted and to Execute all Necessary Documentation Accepting Dedications of Rights-of-Way for Future 37th and 38th Avenue NE
7. Consider the Interlocal Agreement between the City of Stanwood and the City of Marysville for Outdoor Video Services

Work Sessions are for City Council study and orientation – Public Input will be received at the July 11, 2016 City Council meeting.

Marysville City Council Work Session**July 5, 2016****7:00 p.m.****City Hall**

8. Consider the Local Agency State Aid Project Prospectus and Local Agency Supplemental Funding Agreement with WSDOT thereby Securing Construction Funding for the Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave)
9. Consider Acceptance of the 2015 Biosolids Removal with American Process Group, Inc. and Reuse Project, Starting the 45-day Lien Filing Period for Project Closeout
10. Consider the Professional Services Agreement in the Amount of \$60,635.00 with Stantec Consulting Services Inc.
11. Consider an **Ordinance** Relating to Exemptions from Extending Sewer to any New Land Division Located Greater than 200 Feet from a Sewer Main and the Maximum Lot Size for the Proposed Land Division by Amending Section 14.01.050 of the Marysville Municipal Code
12. Consider an **Ordinance** Amending Chapter 6.24 of the Municipal Code, Defining Public Nuisances and Updating Definitions

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

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

Adjourn

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

Work Sessions are for City Council study and orientation – Public Input will be received at the July 11, 2016 City Council meeting.

Index #1

COUNCIL



DRAFT
MINUTES

Work Session
June 6, 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: Steve Muller, Kamille Norton, Jeff Seibert, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: Michael Stevens

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, Fire Chief Martin McFalls, Planning Manager Chris Holland, and Recording Secretary Laurie Hugdahl.

Approval of the Agenda

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

Mayor Nehring noted that Michael Stevens had notified him that he would be out of town.

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

Committee Reports

Presentations

Discussion Items**Approval of Minutes**

1. Consider the May 2, 2016 City Council Work Session Minutes
2. Consider the May 9, 2016 City Council Meeting Minutes
3. Consider the May 13, 2016 City Council Special Meeting Minutes

Consent

4. Consider the May 18, 2016 Claims in the Amount of \$1,686,421.82; Paid by EFT Transactions and Check Numbers 108271 through 108449 with No Checks Voided
5. Consider the May 25, 2016 Claims in the Amount of \$426,555.94; Paid by EFT Transactions and Check Numbers 108450 through 108629 with Check Number 91441 Voided
6. Consider the June 1, 2016 Claims in the Amount of \$1,578,312.67; Paid by EFT Transactions and Check Numbers 108630 through 108806 with No Checks Voided
7. Consider the May 20, 2016 Payroll in the Amount \$932,206.62; Paid by EFT Transactions and Check Numbers 29891 through 29935

Review Bids**Public Hearings****New Business**

8. Consider the Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Marysville and Gray & Osborne, Inc. Consultants

Public Works Director Nielsen stated that this is a time extension with no cost to the Supplemental Agreement with Gray & Osborne. There were no comments or questions.

9. Consider the Special Event Permit Application for Marysville Downtown Merchants Association to Conduct a Special Event on July 9, 2016, including the Street Closure of 3rd Street between State Avenue and Union Avenue, as well as Columbia Avenue between 2nd Street and Half Way Down 3rd Street

DRAFT

Community Development Director Koenig stated that this is a Special Event Permit Application to close off 3rd Street on July 9 for the Rods on Third event. There were no comments or questions.

10. Consider the Approval of the Annexation Boundary for Circulation of the 60% Petition, and the Annexation Boundary should be Subject to the City's Bonded Indebtedness, Comprehensive Plan and Zoning

Planning Manager Holland stated that staff was looking for approval of the annexation boundary for circulation of the 60% petition subject to the City's bonded indebtedness, Comprehensive Plan and zoning.

Councilmember Seibert asked if most of this is DOT right of way. Planning Manager Holland replied that it is, but it is in the City's Urban Growth Area. This will make permitting a seamless city process.

11. Consider the Four Firework Stand Permit Applications Submitted by TNT Fireworks and Approve the One Firework Stand Permit Application Each Submitted by Jake's Fireworks, Inc., Park Ridge Community Church/Shock N Awe Fireworks, and Western Fireworks

Director Koenig stated this relates to permits for seven locations to sell fireworks for the 4th of July.

12. Consider the Professional Services Agreement with Mayer/Reed for the Ebey Waterfront Park Project. The Contract Provides Design Development and Construction Documents for Landscape and Signage Elements of this Project.

Parks Director Ballew stated that staff is ready to commence work on Phase 1 which would be the waterfront trail from the 529 pad is underneath the bridge all the way to the west breach of the Qwuloolt Restoration Area and also on the other side of the estuary connecting Harborview Park to the east breach. Mayer/Reed would be involved as a team member with the City. They would commence work as soon as possible. The total price of their involvement in this phase is \$49,370. Those funds are available within the project.

Councilmember Muller asked if there are plans for any parking at Olympic View Park. Director Ballew replied that it would not be part of this project, but it was submitted to the Recreation Conservation Office for potential funding in 2018.

13. Consider Providing Direction to Staff on How to Proceed on Addressing Backyards which are a Concern of Adjacent Neighbors

Director Koenig gave a PowerPoint briefing on backyard nuisance complaints regarding materials in backyards which neighbors can see from their property and are considered undesirable by those neighbors. He suggested the Council could consider adding language that would allow enforcement on garbage and litter and such where it can be

viewed from adjacent public or private property, and not just from public view from the street.

Councilmember Toyer asked about the options for enforcement. Director Koenig reviewed the current process when it can be seen from the street. City Attorney Walker stated that most of the pictures displayed in the presentation are in back or side yards where the City does not currently have any enforcement opportunities because it is screened from the street. He noted that another option would be to provide for abatement where the City would get a Warrant of Abatement from the court and go in to clean it up. Currently if it is screened from adjacent streets, the City does not have enforcement capability. If the Council is interested in abatement, he recommended making some code changes to clarify how that works. CAO Hirashima noted that one of the slides showed a simple way to amend the code language so that it would include the backyard.

Councilmember Seibert asked for clarification about the screening, noting that some of the houses showed wooden fences that appeared to provide screening so someone would have to be looking over the fence to see the adjacent yard. City Attorney Walker noted there is a definition of screening. CAO Hirashima commented that sometimes the issue is raised by people who can see the adjacent backyard from a second story.

Councilmember Norton referred to the examples from other cities and noted they were very specific about what constitutes garbage or trash. Director Koenig explained that sometimes people just don't like what is going on in the backyard and complain about that, but trash is pretty easy to define. He noted that the language could be refined such as materials that could be a place for rodents and so forth.

Councilmember Wright spoke in support of moving forward with the verbiage proposed by staff.

Councilmember Muller commented that there are probably a lot of gray areas. He asked if there is an appeals process. Director Koenig replied that there is.

Councilmember Vaughan asked how the courts typically treat these cases. Director Koenig reviewed the two cases he was aware of. CAO Hirashima summarized it has been a mixed response, and it is a very slow process. The courts aren't used to seeing this kind of process used in land use cases, but they are seeing more and getting used to it.

Mayor Nehring noted that he consistently receives many complaints about these types of issues.

Councilmember Vaughan recalled that the Blackman case took a long time to resolve. He asked if anything learned there could be applied here. CAO Hirashima explained that was a particularly difficult case. Councilmember Vaughan asked if the proposed language would have helped move the case along quicker. CAO Hirashima thought it would.

Councilmember Muller asked about the timeline abatement process. City Attorney Walker explained it would depend on a lot of factors related to when the tickets were issued and when they worked their way through the process. He noted there could be some situations where they wouldn't want to have to wait for a two-ticket process. Councilmember Muller asked to see some examples and language regarding abatement.

Councilmember Vaughan asked what the enforcement process would be under the proposed language. Director Koenig explained that code enforcement would first go out to look at the situation. If they feel there is an issue they would speak with the property owner about what needed to be done to be in compliance. This would be done verbally and followed up by a letter. After that, fines would commence. There is a two-step process on fines. The third time it would go to court.

14. Consider an **Ordinance** Amending Marysville Municipal Code (MMC) Sections 5.02.040 Regarding Business License Application Procedures; 5.02.070(1) Regarding Business License Fees – Penalty; 22G.030.050 Regarding Home Occupation Fees; and Amending MMC Section 22A.010.160 General Administration, related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date

Director Koenig stated that this is the ordinance the City Council asked staff to prepare which would eliminate the home occupation fee for \$50 and change the new business license fee to \$65 which is the estimated normal cost to process a new business license.

15. Consider an **Ordinance** Relating to the Production, Processing, and Distribution of Marijuana, Amending Sections 6.24.050, 22A.020.040, 22A.020.140, 22A.020.190, 22A.020.220, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, and 22A.010.160 of the Marysville Municipal Code.

Planning Manager Holland reviewed this item. There were no comments or questions.

17. Consider Amendment No. 1 to Interlocal Cooperation Agreement for the Housing of a Mobile Command Vehicle.

City Attorney Walker explained this is just an extension of the Interlocal Agreement.

Legal

16. Council Rules and Procedures

City Attorney Walker reviewed the proposed areas that were addressed in his last memo.

Councilmember Vaughan referred to the section about excused absences and asked under what circumstances this would apply. City Attorney Walker explained it was something requested by a councilmember and would likely apply for a long-term period of absence. It would take away the Council's ability to continue excusing absences. Councilmember Vaughan asked why the Council would want something in there that would remove their ability to use their discretion. Councilmember Wright reviewed a situation in Everett where this would have been helpful. She noted it would take the emotion out of dealing with the situation.

Councilmember Vaughan asked about other scenarios. City Attorney Walker explained that as it is currently written it wouldn't propose any exceptions.

Councilmember Seibert said he wasn't in favor of this change unless it was for a very large number of absences.

Councilmember Norton stated she also was not generally in favor of this. She spoke in support of allowing Council to use discretion.

Councilmember Vaughan thanked the City Attorney for the information and asked how the other council members feel about the censure language.

Councilmember Norton spoke in support of this to protect the integrity of the Council.

Councilmember Seibert asked if the purpose of censure was just to express disapproval for something a councilmember did. City Attorney Walker affirmed that. He noted it was a collective expression of disapproval of something that another councilmember did that brings discredit on the Council or undermines the legislative process. Councilmember Norton added that it could be valuable for sending a message to the public.

Councilmember Muller spoke in support of the censure language.

Mayor Nehring summarized that there appeared to be no desire to put an excused absence limit on the Council, and there is a desire to add language around the ability to do a censure.

City Attorney Walker noted that the third item related to the number of council members required to schedule a special meeting in order to comply with the Open Public Meetings Act. He then noted that he had provided some potential changes to the Ethics Code based on past Council discussion to include language regarding an ethics board. He explained that an ethics board would be used in an advisory capacity on a certain issue, not in general. Their advice would be considered by the Council, who would not be required to act on it.

Councilmember Seibert asked about the progression of events. City Attorney Walker stated that as it currently reads he could or the prosecutors could charge someone if they had probable cause to believe that someone had willfully violated the ethics code.

The Council needs to decide if they want it to be handled as a criminal matter or be handled by the Council.

Councilmember Vaughan asked how the change in language would affect the parking ticket scenario. City Attorney Walker replied that getting a parking ticket would have to affect, interrupt, or interfere with the performance of one's official duties which does not seem very likely. It also matters if the violation was committed during the official's official capacity.

Councilmember Vaughan then noted that the scope of this is beyond elected officials. He asked about the separation of powers as it relates to this. City Attorney Walker stated they would want to be very careful, but there are processes involving legislative oversight of the executive branch as an example at the federal level. Councilmember Vaughan asked if City Attorney Walker felt there were enough checks and balances in place to prevent misuse. City Attorney Walker replied that he did. The purpose of the ethics board is to make sure that something is actually a violation. Then the Council would have the authority to review and approve the findings of the ethics board.

Councilmember Vaughan summarized there appeared to be consensus on the other items. He stated he is fairly comfortable with the ethics item, but suggested they bring it back as well for a vote.

Mayor's Business

Mayor Nehring had the following comments:

- It was a very busy weekend. The weather was perfect for Healthy Communities Challenge Day which was a packed event. He noticed a lot of people going to both the Farmers Market and the Challenge Day.
- The Farmers Market is proving to be a success.
- He thanked American Legion Post 178 for putting on the Memorial Day Ceremony. Over 400 people attended the ceremony, and many people contacted him to express their appreciation for the event.
- There was a Trade Up event at the Marysville-Pilchuck High School last Thursday that was put on by the Snohomish County Labor Council.
- Alicia Purdom was selected for an AWC Scholarship for her leadership role at Marysville-Pilchuck High School. He had the honor of presenting that on behalf of AWC last week.
- He commended everybody involved with Well City. The City was once again awarded the Well City Award which is a great achievement.

Staff Business

Sandy Langdon had no further comments.

Dave Koenig had no further comments.

Kevin Nielsen:

- Public Works is busy with striping around town.
- They are also putting in traffic circles which have all gone through Public Safety; he reviewed the process for how those are approved.
- There is a lot of mowing going on.
- Some sidewalks are popping up because of the heat. Staff should be notified if anyone notices this.

Chief McFalls:

- He reviewed his experience at Trade Up at the high school. He thought it was a great event.
- His crew enjoyed going to the Washington State Fire Commissioners' Training over in Chelan over the weekend.
- The Board Meeting will be on June 15.
- He is looking forward to the Directors Retreat this weekend.
- He gave a report on the fire in Everett which really taxed all the neighboring jurisdictions. The effort was great to try to save the building.

Jim Ballew:

- The weather was great for Healthy Communities Challenge Day where a few thousand people came out to participate. There were 73 vendors, and everything went smoothly.
- The Spray Park is in full swing now. Opening day went great.
- There will be an Open House on June 28 with the neighborhood around Mother Nature's Window to get input on a plan.
- Cedarcrest Golf Course was Premier's number one course in terms of May revenue. Jeff has done an incredible job redesigning the patio up at the restaurant.
- New registration software is about to be implemented along with a POS system. It should go live next Thursday.

Gloria Hirashima said she participated in the Chamber of Commerce retreat a few weeks ago where they did some strategic planning. One of the things raised by many of the members was that one of their accomplishments was establishing a stronger relationship with the City. It was reassuring to hear that from the members. One of the goals going forward was to continue to strengthen relationships with the City and the Tribes. Another goal was to develop a new funding formula. The Chamber acknowledged they need to recognize membership and other funding sources for a longer-term strategy. It was a very good retreat.

Call on Councilmembers

Rob Toyer had no comments.

Jeff Vaughan:

- The asphalt tour was very interesting. He was impressed.
- He agreed that there are many other options besides college. There are some great careers you can get into that don't require a college education. It is important that young people understand there are many paths to doing what they want to do.
- With regard to traffic circles, he asked staff to clarify that a traffic circle is not a roundabout.
- He asked if there will be considerations for preserving history at Mother Nature's Window. Director Ballew replied that is part of it.

Jeff Seibert:

- He asked about another auto show being held on the 10th. CAO Hirashima explained that it is being put on by Keller-Williams who is doing a fundraiser at the city's courthouse property.
- He asked about a Council retreat. CAO Hirashima explained they have set the agenda, the location, and dates. Staff will provide all the information to Council this week. Councilmember Seibert asked about Council input for the location and stated he is not in favor of an out-of-town event because it's difficult for him to get time off work.

Donna Wright:

- She agreed that closer would be better for the retreat.
- She appreciates people helping out around the community. She noted that the realtors helped out at Jennings Park last weekend.

Steve Muller:

- Friday was Windermere's Service Day.
- He commented on the pressure on kids these days to operate at such a high level. He noted that college isn't for everybody so it was neat to see the trade event at the high school.

Kamille Norton:

- She was at the Healthy Communities Challenge Day which was great. The firefighters stole the show with the hose.
- She also enjoyed the Memorial Day Service.
- Mike Rowe has also been trying to get the message out to kids that there are other options besides college.

City Attorney Walker stated the need for an Executive Session to discuss two items - one real estate item and one personnel item – for 10 minutes with action expected on one item.

Council recessed at 8:35 p.m. for five minutes before reconvening in Executive Session for ten minutes to discuss one personnel item and one real estate item with action expected on one item.

Executive Session

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

Executive session ended and public meeting reconvened at 8:50 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to authorize the Mayor to sign the purchase and sale agreement with Cody Holdings, LLC as presented. Motion passed unanimously.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:50 p.m.

Approved this _____ day of _____, 2016.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember Norton	Approved
Approval of the Agenda	Approved
Committee Reports	
Audience Participation	
Presentation	
Employee Services Awards: Dave Hall – 10 Years, Athletic Coordinator	Presented
Volunteer of the Month for May: Comcast (Comcast Cares)	Presented
Approval of Minutes	
Consider Approval of the May 2, 2016 City Council Work Session Minutes	Approved
Consider Approval of the May 9, 2016 City Council Meeting Minutes	Approved
Consider Approval of the May 13, 2016 City Council Special Meeting Minutes	Approved
Consent Agenda	
Consider Approval of the May 18, 2016 Claims in the Amount of \$1,686,421.82; Paid by EFT Transactions and Check Numbers 108271 through 108449 with No Checks Voided	Approved
Consider Approval of the May 25, 2016 Claims in the Amount of \$426,555.94; Paid by EFT Transactions and Check Numbers 108450 through 108629 with Check Number 91441 Voided	Approved
Consider Approval of the June 1, 2016 Claims in the Amount of \$1,578,312.67; Paid by EFT Transactions and Check Numbers 108630 through 108806 with No Checks Voided	Approved
Consider Approval of the May 20, 2016 Payroll in the Amount \$932,206.62; Paid by EFT Transactions and Check Numbers 29891 through 29935	Approved
Consider Approval of the Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Marysville and Gray & Osborne, Inc. Consultants	Approved
Consider Approval of the Special Event Permit Application for Marysville Downtown Merchants Association to Conduct a Special Event on July 9, 2016, including the Street Closure of 3rd Street between State Avenue and Union Avenue, as well as Columbia Avenue between 2nd Street and Half Way Down 3rd Street	Approved
Consider Approval of the Annexation Boundary for Circulation of the 60% Petition, and the Annexation Boundary should be Subject to the City's Bonded Indebtedness, Comprehensive Plan and Zoning	Approved
Consider Approval of the Four Firework Stand Permit Applications Submitted by TNT Fireworks and Approve the One Firework Stand Permit Application Each Submitted by Jake's Fireworks, Inc., Park Ridge Community Church/Shock N Awe Fireworks, and Western Fireworks	Approved
Consider Approval of the Professional Services Agreement with Mayer/Reed for the Ebey Waterfront Park Project. The Contract	Approved

Provides Design Development and Construction Documents for Landscape and Signage Elements of this Project.	
Consider Approval of the Amendment No. 1 to Interlocal Cooperation Agreement for the Housing of a Mobile Command Vehicle	Approved
Consider Approval of the June 3, 2016 Payroll in the Amount \$1,687,233.20; Paid by EFT Transactions and Check Number's 29938 through 29987 with Check Number 29238 Voided and Reissued with Check Numbers 29937 and Check Numbers 29936 Voided Due to Initiator Error	Approved
Review Bids	
Public Hearings	
New Business	
Consider an Ordinance Amending Marysville Municipal Code (MMC) Section 6.24.050 Defining Public Nuisances; Providing for Severability and Effective Date	Continued
Consider an Ordinance Amending Marysville Municipal Code (MMC) Sections 5.02.040 Regarding Business License Application Procedures; 5.02.070(1) Regarding Business License Fees – Penalty; 22G.030.050 Regarding Home Occupation Fees; and Amending MMC Section 22A.010.160 General Administration, related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date	Approved Ord. No. 3021
Consider an Ordinance Relating to the Production, Processing, and Distribution of Marijuana, Amending Sections 6.24.050, 22A.020.040, 22A.020.140, 22A.020.190, 22A.020.220, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, and 22A.010.160 of the Marysville Municipal Code	Approved Ord. No. 3022
Consider an Ordinance Amending Chapter 2.80 Of The Municipal Code, Clarifying the Role of the Ethics Board and Updating Definitions	Approved Ord. No. 3023
Consider a Resolution Related to Procedures for the Conduct of Business at Council Meetings, and Repealing Resolution No. 2342	Approved Res. No. 2396
Legal	
Mayor’s Business	
Consider Approval of the Reappointment to Salary Commission: Tom King	
Consider Approval of the Appointment to Salary Commission: Robert Lovato	
Staff Business	
Call on Councilmembers	
Adjournment	8:46 p.m.
Executive Session	8:51 p.m.
Real Estate – Four items	
ACTION EXPECTED	Approved
Adjournment	9:00 p.m.

10COUNCIL*DRAFT*
MINUTES**Regular Meeting**

June 13, 2016

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Victor Rodriguez 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, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: Kamille Norton

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Planning Manager Chris Holland, and Recording Secretary Laurie Hugdahl.

Mayor Nehring noted that Councilmember Norton had informed them she would be out of town and requested an excused absence.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to excuse Councilmember Norton. **Motion** passed unanimously (6-0).

Approval of the Agenda

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

Committee Reports

Donna Wright reported on the Public Safety Committee meeting which met on May 25. She announced that Marysville is the 47th safest city in Washington. She commended the property crimes unit for recovering \$282,000 worth of items. There will be a budget amendment from the Municipal Court. There has been an assessment on the jail. The custody unit is recommending changes. The Committee also received a presentation about the needs of the department in the future.

Jeff Seibert reported on the June 3 Public Works Committee meeting where there was a discussion of capital facility charges. There is one category that appears to be out of whack with the rest of the bills so there will be an item coming forward soon about that. The tour of the asphalt plant was really interesting.

Presentations

Audience Participation

Ron Friesen, 4714 – 124th Place NE, Marysville, requested help in cleaning up aging, neglected neighborhoods especially in the newly annexed northern part of Marysville. He expressed frustration that the current code enforcement regulations do not work. This lowers property values and invites crime into the neighborhood. He noted that repeated calls to code enforcement seem to produce useless action and no result. The property on 123rd is a prime example of this, but there are many more. His research has revealed four problems for the Council to address. The first one is being addressed tonight under item 13. Three more recommendations include: the use of abatement to solve the problem, more resources for code enforcement, and more authority for code enforcement officers to issue citations on violations they see.

Charles Smith, Marysville, WA, spoke regarding a parking issue in his neighborhood. He expressed frustration about a car that has been parked in front of his house for two years. He stated that a handicapped sticker is being used to keep the car parked there. He has spoken to the owner, other neighbors, and the police, but nothing has happened.

CAO Hirashima agreed this is an unfortunate situation. She explained that state law allows cars with disabled parking permits to not be time-limited in parking. Staff has drafted a municipal code that they plan to bring to the Council at the next meeting which would place time restrictions on parking on city streets even for those with disabled permit parking. Staff is proposing seven days as the proposed time restriction.

Councilmember Muller asked if there is a difference between a handicapped placard and handicapped plates as far as time limits. City Attorney Walker explained that there is not.

Approval of Minutes

1. Consider Approval of the May 2, 2016 City Council Work Session Minutes

Councilmembers Stevens and Toyer noted they were absent at the meeting and would not be voting.

Councilmember Seibert referred to page 3 of 9, paragraph 5, and noted that *Sears Tower* should be corrected to **SERS** Tower.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the May 2, 2016 City Council Work Session Minutes. **Motion** passed (4-0) with Councilmembers Toyer and Stevens abstaining.

2. Consider Approval of the May 9, 2016 City Council Meeting Minutes

Councilmember Seibert referred to roll call, and noted that the motion to excuse Councilmember Wright should be seconded by Councilmember Toyer, not Councilmember Wright.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve the May 9, 2016 City Council Meeting Minutes with the correction regarding Councilmember Wright's absence. **Motion** passed unanimously (6-0).

3. Consider Approval of the May 13, 2016 City Council Special Meeting Minutes

Councilmember Muller noted that under *Also Present* "Becky Berg" should be corrected to "Dr. Becky Berg".

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve the May 13, 2016 City Council Special Meeting Minutes as amended. **Motion** passed.

Consent

4. Consider Approval of the May 18, 2016 Claims in the Amount of \$1,686,421.82; Paid by EFT Transactions and Check Numbers 108271 through 108449 with No Checks Voided
5. Consider Approval of the May 25, 2016 Claims in the Amount of \$426,555.94; Paid by EFT Transactions and Check Numbers 108450 through 108629 with Check Number 91441 Voided
6. Consider Approval of the June 1, 2016 Claims in the Amount of \$1,578,312.67; Paid by EFT Transactions and Check Numbers 108630 through 108806 with No Checks Voided

DRAFT

7. Consider Approval of the May 20, 2016 Payroll in the Amount \$932,206.62; Paid by EFT Transactions and Check Numbers 29891 through 29935
8. Consider Approval of the Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Marysville and Gray & Osborne, Inc. Consultants
9. Consider Approval of the Special Event Permit Application for Marysville Downtown Merchants Association to Conduct a Special Event on July 9, 2016, including the Street Closure of 3rd Street between State Avenue and Union Avenue, as well as Columbia Avenue between 2nd Street and Half Way Down 3rd Street
10. Consider Approval of the Annexation Boundary for Circulation of the 60% Petition, and the Annexation Boundary should be Subject to the City's Bonded Indebtedness, Comprehensive Plan and Zoning
11. Consider Approval of the Four Firework Stand Permit Applications Submitted by TNT Fireworks and Approve the One Firework Stand Permit Application Each Submitted by Jake's Fireworks, Inc., Park Ridge Community Church/Shock N Awe Fireworks, and Western Fireworks
12. Consider Approval of the Professional Services Agreement with Mayer/Reed for the Ebey Waterfront Park Project. The Contract Provides Design Development and Construction Documents for Landscape and Signage Elements of this Project.
17. Consider Approval of the Amendment No. 1 to Interlocal Cooperation Agreement for the Housing of a Mobile Command Vehicle
18. Consider Approval of the June 3, 2016 Payroll in the Amount \$1,687,233.20; Paid by EFT Transactions and Check Number's 29938 through 29987 with Check Number 29238 Voided and Reissued with Check Numbers 29937 and Check Numbers 29936 Voided Due to Initiator Error

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to approve Consent Agenda items 4-12, 17, and 18. **Motion** passed unanimously (6-0).

Review Bids

Public Hearings

New Business

13. Consider an **Ordinance** Amending Marysville Municipal Code (MMC) Section 6.24.050 Defining Public Nuisances; Providing for Severability and Effective Date

City Attorney Walker explained this is intended to address backyard nuisances to require them to be screened from public view.

Councilmember Seibert asked if there is a more reasonable expectation of privacy in the backyard than the front yard. City Attorney Walker explained that there is generally more, but it depends on the layout of the property. Councilmember Seibert commented that looking in someone's backyard does not seem appropriate, and a reasonable person wouldn't think they would have to worry about their neighbor looking out the window and watching them do activities. City Attorney Walker noted that reasonable expectation of privacy has to do with government intrusion, not a neighbor's view.

Councilmember Vaughan asked what circumstances would have to be in effect in order for enforcement to happen in the backyard. City Attorney Walker replied that it would require either a warrant or an invitation from a neighbor's home. Councilmember Vaughan asked if *junk* is defined in the code. City Attorney Walker said it was not. A dictionary definition would be used. Councilmember Vaughan asked about different interpretations of junk. City Attorney Walker noted that there would be some discretion used by a code enforcement officer, but ultimately it would be decided by a judge. Councilmember Vaughan asked how these types of cases have gone in the past. City Attorney Walker said he hasn't researched that, but thought a judge would take it on a case-by-case basis. He acknowledged that it might vary from one judge to another. Councilmember Vaughan asked if unused animal pens or cages would include crab pots. City Attorney Walker was not certain. Councilmember Vaughan asked about "insect enclosures." City Attorney Walker thought that referred to beehives. Councilmember Vaughan noted that the last revision to the Nuisance Code was in 2011 in response to a certain property in the city. He asked how those code changes helped to accelerate the cleanup of that particular property. CAO Hirashima reviewed the reasons for the changes made in 2011. She noted that it wasn't really a satisfactory resolution on that site because a lot of the issues were only visible to neighbors. Councilmember Vaughan asked how many properties are currently being looked at that this would apply to. Planning Manager Holland noted that there is just one that it would apply to at this time.

Councilmember Muller asked about the abatement provisions. City Attorney Walker recommended that if the City was to go onto the property to clean it up they should get a warrant of abatement in order to do it safely.

Councilmember Seibert expressed concern about people calling a code enforcement officer over minor issues or if they aren't happy with their neighbor. He said he didn't agree with imposing these regulations over the whole city just because of two properties in the city. City Attorney Walker replied that it is seen as a tool to deal with those difficult situations, but acknowledged that this was an important discussion.

Councilmember Vaughan discussed concerns he had about this related to personal property rights. He spoke in support of neighbors helping neighbors who might need it. He commended Mayor Nehring's work he has done to clean up the City. He commented on his difficulty with the ambiguity of the word *junk*. He also was not comfortable with a

code enforcement officer going onto an adjacent property to view someone else's backyard.

Councilmember Stevens asked if it would be helpful to add language to give discretion to the code enforcement officer. He stated he was not comfortable with parts of this. He wasn't sure if it needs to be more generic or more specific.

Councilmember Muller stated this is an example of a small percentage of the population driving code changes and restrictions on everyone else. He noted that a lot of this could be solved with some conversations. He expressed concern about this making a larger problem than they started with.

Chief Smith stated that with any enforcement from law enforcement or code enforcement discretion is used even if the code is very specific. He stated that generally what the City is going for is compliance. He agrees it is a delicate balance, but stressed that the police exercise discretion in everything they do.

Councilmember Seibert asked about instances where a group of neighbors took action against a neighbor. City Attorney Walker noted that an individual could file a complaint with the Superior Court. The prosecutor's office would only get involved if they were representing a public client. In a public nuisance situation, a group of people could take an action against someone. Councilmember Seibert thought that this would have been a better avenue for the person who has been fighting this for years. He asked if this information could be presented to the concerned neighbors. He didn't think they even knew that was an avenue available to them.

CAO Hirashima noted that staff could go back and research alternative options and language.

Councilmember Seibert stated he couldn't support this as it is now. He recommended defining "accumulations". He also recommended having the screening view from adjacent properties be at grade level. He commented that in driving around the city he saw many places where there were code violations in the front yard that must not have been concerns to the neighbors because they were still there and no complaints were filed. He was surprised at what he saw.

Councilmember Stevens agreed about refining "accumulation". He also expressed concern about the specific language which could imply that anything in those lists would be cited. He thought a less specific list would be better.

Councilmember Muller suggested putting parameters in place like they do with impervious surfaces. City Attorney Walker replied there would be challenges with enforcing percentages and heights because they would have to get into the property to measure it.

Motion made by Councilmember Toyer to adopt Ordinance No. 3021. The **motion** died for lack of a second.

There was consensus to bring this back with different terminology either to the July or the September work session.

14. Consider an **Ordinance** Amending Marysville Municipal Code (MMC) Sections 5.02.040 Regarding Business License Application Procedures; 5.02.070(1) Regarding Business License Fees – Penalty; 22G.030.050 Regarding Home Occupation Fees; and Amending MMC Section 22A.010.160 General Administration, related to Tracking Amendments to the City’s Uniform Development Code; Providing for Severability and Effective Date

Director Koenig stated that this removes a fee for the home occupation license and changes the new business license fee from \$50 to \$65 which reflects the true cost of processing.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to adopt Ordinance No. 3021. **Motion** passed unanimously (6-0).

15. Consider an **Ordinance** Relating to the Production, Processing, and Distribution of Marijuana, Amending Sections 6.24.050, 22A.020.040, 22A.020.140, 22A.020.190, 22A.020.220, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, and 22A.010.160 of the Marysville Municipal Code

Planning Manager Holland explained that in July the recreational and medical marijuana rules will be under the same umbrella. This created a gap in Marysville’s current regulations which would allow for marijuana cooperatives. What is proposed is language to show that cooperatives are not allowed and to change the definitions of the Municipal Code to reference those that are in the RCW. It would also make it a public nuisance if you are not in compliance with the marijuana rules and regulations.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to adopt Ordinance No. 3022. **Motion** passed unanimously (6-0).

16. Consider an **Ordinance** Amending Chapter 2.80 Of The Municipal Code, Clarifying the Role of the Ethics Board and Updating Definitions

City Attorney Walker stated that this is the ordinance that staff brought to the work session. It would give Council the authority to form an ethics board as needed or for any period of time that the Council desires. It would remove the ethics board’s ability to give advisory opinions. It also adds some procedural safeguards for councilmembers to ensure that they receive a fair hearing.

Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to adopt Ordinance No. 3023. **Motion** passed unanimously (6-0).

20. Consider a **Resolution** Related to Procedures for the Conduct of Business at Council Meetings, and Repealing Resolution No. 2342

City Attorney Walker stated that this adds the censure procedures that the Council discussed last time. It also fixes the special meetings so that four members of the Council can direct the Mayor to call a special meeting.

Councilmember Seibert noted there are three types of meetings listed. He asked how a visioning meeting or retreat would fit into these descriptions. City Attorney Walker replied they would be special meetings. Councilmember Seibert recommended adding a new section that would cover retreats. He recommended a six-month lead time and that it be discussed an open council meeting at least twice before a date is set.

Councilmember Vaughan expressed concern about Councilmember Seibert's recommendation limiting flexibility. He suggested that those concerns could be handled in a different way.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to adopt Resolution No. 2396. **Motion** passed unanimously (5-1) with Councilmember Seibert voting against the motion.

Legal

Mayor's Business

19. Consider Approval of the Reappointment to Salary Commission: Tom King

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the reappointment of Tom King to the Salary Commission. **Motion** passed unanimously (6-0).

21. Consider Approval of the Appointment to Salary Commission: Robert Lovato

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the appointment of Robert Lovato to the Salary Commission. **Motion** passed unanimously (6-0).

Other Mayor's Business:

Mayor Nehring had the following comments:

- There was a very encouraging meeting on Saturday that Marysville H2O put on. This is a group trying to tackle the issue of homelessness in the community. They were very pleased with the decision that the City made to assist with the MESH program.
- He and the Chief Smith are on a joint consolidation committee with SnoPac, SnoCom and SERS to look at combining these organizations. The initial talks are looking to see if there are efficiencies to be gained.
- He thanked the Historical Society for their hospitality today.

- He wished everyone a wonderful Strawberry Festival week. He is looking forward to all the events.

Staff Business

Chief Smith:

- He is very glad the Mayor is part of the consolidation committee.
- The stats that were given to the Council were from 2012, but in 2014 Marysville was the 36th safest city in the state.
- Police are getting ready for Strawberry Festival.
- He commented on recent violence in Orlando. He told people that if they see something, they should say something. It is important to help each other out. Councilmember Muller asked about issues with the New World system. Chief McFalls concurred that there were numerous communication issues. Chief Smith stated that some of this is to be expected and it is important to be able to adjust.

Sandy Langdon:

- There is a Finance Committee scheduled for this Wednesday.
- The auditors left the building last Thursday. The exit conference will be on June 28 at 2:00.

Jon Walker stated the need for an Executive Session to discuss four items regarding the acquisition of real estate expected to last ten minutes with probable action.

Kevin Nielsen:

- There will be modifications to the traffic circles at 92nd.
- Public Works has started overlays and pavement repairs around town.

Chief McFalls wished everyone a fun, festive and safe Strawberry Festival.

Dave Koenig:

- Planning Commission meeting tomorrow night will be looking at standards for properties that wish to subdivide but do not have sewer. They will also have a presentation from Affordable Housing Alliance.
- He congratulated the Mayor on the article about his daughter in the paper.

Gloria Hirashima stated that the Executive Office and Finance Department are working on a proposal to bring to the Council regarding the expenditures of the criminal justice sales tax if that were to pass.

Call on Councilmembers

Jeff Vaughan had no further comments.

Donna Wright:

DRAFT

- The Snohomish Health District will be meeting tomorrow. One of the issues on the agenda is the 0.2% on the ballot with 40% coming back to the cities. The proposal is that from the 40% that the city would get that each city in the county would be assessed a \$2 per capita assessment to go to the Health District.
- AWC will be meeting in Everett the week after next.

Jeff Seibert had no further comments.

Michael Stevens had no further comments.

Rob Toyer had no further comments.

Steve Muller:

- He wished everyone a happy Strawberry Festival Week.
- He will not be at the Public Works meeting on July 1. Public Works Director Nielsen asked about just having it in September. There was consensus to do that.
- He will not be able to attend the meeting on the 27th.

Adjournment

Council recessed 8:45 p.m. for five minutes before reconvening in Executive Session at 8:50 for ten minutes until 9:00 to discuss four items regarding the acquisition of real estate.

Executive Session

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

Executive session ended and public meeting reconvened at 9:00 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to sign the settlement agreement for ROW and TCE with Chambers as presented. Motion passed unanimously (6-0).

Motion made by Councilmember Muller, seconded by Councilmember Wright, to authorize the Mayor to sign the settlement agreement for ROW and TCE with Knowles as presented. Motion passed unanimously (6-0).

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to sign the settlement agreement for ROW and TCE with Marysville School District as presented. Motion passed unanimously (6-0).

DRAFT

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to sign the Purchase and Sale Agreement between CamNell Properties LLC and the City of Marysville as presented. Motion passed unanimously (6-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 9:00 p.m.

Approved this _____ day of _____, 2016.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2016

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **June 22, 2016** claims in the amount of **\$521,957.61** paid by **EFT transactions** and **Check No. 109097 through 109274 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$521,957.61 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 109097 THROUGH 109274 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **11th DAY OF JULY 2016.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/16/2016 TO 6/22/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109097	REVENUE, DEPT OF	SALES & USE TAXES-MAY 2016	COMMUNITY DEVELOPMENT-	3.88
	REVENUE, DEPT OF		ER&R	5.47
	REVENUE, DEPT OF		RECREATION SERVICES	21.89
	REVENUE, DEPT OF		CITY STREETS	26.66
	REVENUE, DEPT OF		POLICE ADMINISTRATION	31.54
	REVENUE, DEPT OF		WATER/SEWER OPERATION	138.24
	REVENUE, DEPT OF		ER&R	421.39
	REVENUE, DEPT OF		GENERAL FUND	423.40
	REVENUE, DEPT OF		GOLF ADMINISTRATION	620.96
	REVENUE, DEPT OF		STORM DRAINAGE	4,942.53
	REVENUE, DEPT OF		GOLF COURSE	11,989.79
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	20,985.78
	REVENUE, DEPT OF		UTIL ADMIN	52,401.37
109098	RAPID FINANCIAL SOL	JUROR FUNDS	MUNICIPAL COURTS	10.78
	RAPID FINANCIAL SOL		MUNICIPAL COURTS	14.21
	RAPID FINANCIAL SOL		COURTS	303.29
	RAPID FINANCIAL SOL		COURTS	399.13
109099	AGREEMENT DYNAMICS	FACILITATOR SERVICES	TRANSPORTATION MANAGEM	1,403.54
	AGREEMENT DYNAMICS		SOLID WASTE OPERATIONS	4,210.65
109100	AGUON, ACACIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109101	ALBERTSONS	SUPPLY REIMBURSEMENT	RECREATION SERVICES	-1.99
	ALBERTSONS		COMMUNITY CENTER	52.73
	ALBERTSONS		OPERA HOUSE	78.72
	ALBERTSONS		COMMUNITY CENTER	153.85
109102	ALLEN, PAUL	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
109103	ALPINE PRODUCTS INC	GLASS BEADS	TRAFFIC CONTROL DEVICES	4,760.25
	ALPINE PRODUCTS INC	WHITE TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	12,191.93
	ALPINE PRODUCTS INC	YELLOW TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	14,592.13
109104	ANDERSON, KEVIN	WITNESS FEES	MUNICIPAL COURTS	73.07
109105	ANDES LAND SURVEY	SURVEY SERVICES	GMA - STREET	4,000.00
109106	APS, INC.	POSTAGE MACHINE SUPPLIES	POLICE ADMINISTRATION	256.39
	APS, INC.		POLICE ADMINISTRATION	500.48
109107	APSCO, INC.	PUMP REBUILD PARTS	SEWER LIFT STATION	2,265.49
109108	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.54
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	46.54
	ARAMARK UNIFORM		OPERA HOUSE	46.83
	ARAMARK UNIFORM		OPERA HOUSE	46.83
	ARAMARK UNIFORM		OPERA HOUSE	54.47
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	66.08
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	79.57
109109	ARLINGTON HARDWARE	JEANS-CALLAHAN	GENERAL SERVICES - OVERT	49.08
109110	ARLINGTON, CITY OF	ARL CHRISTIAN SCHOOL WATER USA	SOURCE OF SUPPLY	63.50
109111	AYRES, ERIC	UB 290920000000 5812 135TH PL	WATER/SEWER OPERATION	132.15
109112	BANK OF AMERICA	PARKING REIMBURSEMENT	POLICE ADMINISTRATION	2.00
109113	BANK OF AMERICA		EXECUTIVE ADMIN	3.00
109114	BANK OF AMERICA	SUPPLY REIMBURSEMENT/TRAVEL RE	POLICE TRAINING-FIREARMS	-39.56
	BANK OF AMERICA		POLICE INVESTIGATION	66.51
109115	BANK OF AMERICA	TRAINING REIMBURSEMENT	LEGAL-GENL	69.00
109116	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	90.00
109117	BANK OF AMERICA	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	128.08
109118	BANK OF AMERICA	TRAINING/ADVERTISING REIMBURSE	UTIL ADMIN	45.00
	BANK OF AMERICA		ENGR-GENL	96.57
	BANK OF AMERICA		TRANSPORTATION MANAGEM	96.57
109119	BANK OF AMERICA	TRAVEL REIMBURSEMENT	MUNICIPAL COURTS	357.56
109120	BANK OF AMERICA	UNIFORM REIMBURSEMENT	POLICE INVESTIGATION	413.36
109121	BANK OF AMERICA	SUPPLY REIMBURSEMENT	CITY CLERK	208.61
	BANK OF AMERICA		UTILITY BILLING	219.59
109122	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	POLICE TRAINING-FIREARMS	436.68
	BANK OF AMERICA		POLICE PATROL	489.89
109123	BANK OF AMERICA	SUPPLY/TRAINING REIMBURSEMENT	PARK & RECREATION FAC	99.98
	BANK OF AMERICA		PARK & RECREATION FAC	116.19

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/16/2016 TO 6/22/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109123	BANK OF AMERICA	SUPPLY/TRAINING REIMBURSEMENT	BAXTER CENTER APPRE	159.80
	BANK OF AMERICA		RECREATION SERVICES	181.04
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	196.37
	BANK OF AMERICA		PARK & RECREATION FAC	329.72
109124	BANK OF AMERICA	TRAINING REIMBURSEMENT	EXECUTIVE ADMIN	66.01
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	250.68
	BANK OF AMERICA		CITY COUNCIL	1,455.00
109125	BAZZ, ALEX	RENTAL DEPOSIT REFUND-OPERA HO	GENERAL FUND	500.00
109126	BILLIEU, JARED	REIMBURSE MEAL	SEWER MAIN COLLECTION	12.97
109127	BIO CLEAN, INC	BIO-HAZ CLEANING-P143	POLICE PATROL	272.75
109128	BRADLEY, ADRIAN	INTERPRETER SERVICES	COURTS	150.00
109129	BSN SPORTS, INC	TENNIS BALLS	RECREATION SERVICES	192.72
109130	CAPTAIN DIZZYS EXXON	CAR WASHES	ENGR-GENL	9.00
	CAPTAIN DIZZYS EXXON		PARK & RECREATION FAC	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	153.00
109131	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
109132	CARRS ACE	CONDUIT	EQUIPMENT RENTAL	7.18
	CARRS ACE	BRASS HARDWARE	WATER DIST MAINS	54.47
	CARRS ACE	SOAP AND PAPER	WASTE WATER TREATMENT F	57.76
	CARRS ACE	INSECT SPRAY	ER&R	84.97
109133	CEMEX	ASPHALT	ROADWAY MAINTENANCE	623.29
109134	CHAMPION BOLT	HARDWARE	WATER DIST MAINS	21.16
109135	COLUMBIA FORD	2016 FORD INTERCEPTOR	EQUIPMENT RENTAL	29,578.17
	COLUMBIA FORD		EQUIPMENT RENTAL	36,698.89
	COLUMBIA FORD		EQUIPMENT RENTAL	36,698.89
109136	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	263.53
109137	COMMAND CONCEPTS	ICS COMMAND BOARDS	GENERAL FUND	-56.52
	COMMAND CONCEPTS		POLICE PATROL	677.52
109138	COMMERCIAL FIRE	REPAIR FIRE SPRINKLER LINE	PUBLIC SAFETY BLDG.	450.35
	COMMERCIAL FIRE	REPLACE SPRINKLER HEADS	PUBLIC SAFETY BLDG.	3,456.04
109139	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	255.45
109140	COOP SUPPLY	SPREADER	PARK & RECREATION FAC	15.26
109141	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,326.80
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	4,166.39
109142	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	2,182.00
109143	CRAIN, NATHAN & AMAN	UB 150210000000 4317 125TH ST	WATER/SEWER OPERATION	223.95
109144	CRYSTAL SPRINGS	WATER COOLER RENTAL/BOTTLED WA	SOLID WASTE OPERATIONS	77.89
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	306.49
109145	DAVIS, KAY	REFUND CLASS FEES	PARKS-RECREATION	34.00
109146	DELL	LAPTOP ACCESSORIES	SEWER PRETREATMENT	41.99
	DELL		SEWER PRETREATMENT	81.81
	DELL	LAPTOP	SEWER PRETREATMENT	2,327.80
109147	DICKS TOWING	TOWING EXPENSE-MP16-7826	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-8379	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-8731	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-8815	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-9476	POLICE PATROL	43.64
109148	DOUP, SADA JAMES	INSTRUCTOR SERVICES	RECREATION SERVICES	60.00
	DOUP, SADA JAMES		RECREATION SERVICES	300.00
109149	DUBARRY, FARLAN	UB 260000456001 11408 53RD AVE	WATER/SEWER OPERATION	192.17
	DUBARRY, FARLAN		WATER/SEWER OPERATION	215.71
109150	DUNLAP INDUSTRIAL	SCREWDRIVER SET	FACILITY MAINTENANCE	46.41
	DUNLAP INDUSTRIAL	CABLE AND THIMBLE EYES	STORM DRAINAGE	59.47
	DUNLAP INDUSTRIAL	CHOKER CABLES	STORM DRAINAGE	280.91
	DUNLAP INDUSTRIAL	CHOKER, SLINGS AND SHACKLES	STORM DRAINAGE	593.59
109151	E&E LUMBER	RETURN HASP AND BOLT	PARK & RECREATION FAC	-10.68
	E&E LUMBER	RETURN HASPS	PARK & RECREATION FAC	-3.76
	E&E LUMBER	HOSE SHUTOFF VALVE	PARK & RECREATION FAC	7.32
	E&E LUMBER	PRIMER AND CEMENT	PARK & RECREATION FAC	15.67
	E&E LUMBER	HASP	PARK & RECREATION FAC	21.45
	E&E LUMBER	BAGS	FACILITY MAINTENANCE	25.11

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/16/2016 TO 6/22/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109151	E&E LUMBER	CUT-OFF WHEELS AND WIRE BRUSH	MAINT OF GENL PLANT	31.37
	E&E LUMBER	OUTLET BOXES, CONNECTORS AND W	MAINT OF GENL PLANT	31.51
	E&E LUMBER	SMALL TOOLS	PARK & RECREATION FAC	37.68
	E&E LUMBER	HASPS	PARK & RECREATION FAC	75.51
	E&E LUMBER	RESPIRATORS	STORM DRAINAGE	102.62
	E&E LUMBER	FENCING, HAMMER TACKER AND STA	STORM DRAINAGE	123.94
	E&E LUMBER	DRILL KIT AND BITS	TRANSPORTATION MANAGEMEN	274.11
109152	EBERLE, MALANIE	UB 070810000001 5619 95TH ST N	WATER/SEWER OPERATION	23.51
109153	EDMONDS COMMUNITY CO	TRAINING-MCSHANE	POLICE TRAINING-FIREARMS	1,820.10
109154	EMERALD RECYCLING	OIL DISPOSAL FEES	EQUIPMENT RENTAL	434.50
109155	EVERETT BARK	BARK	PARK & RECREATION FAC	609.87
109156	EVERETT OFFICE	CONFERENCE TABLE, CHAIRS AND C	UTIL ADMIN	3,346.10
109157	FERNANDEZ, VICTOR H	UB 684621000000 4621 100TH ST	WATER/SEWER OPERATION	165.68
109158	FERRELLGAS	PROPANE CHARGES	WATER SERVICE INSTALL	19.00
	FERRELLGAS		TRAFFIC CONTROL DEVICES	19.00
	FERRELLGAS		ROADWAY MAINTENANCE	19.00
	FERRELLGAS		SOLID WASTE OPERATIONS	19.01
109159	FITZGIBBON, DAMON &	UB 840100650001 6605 79TH DR N	GARBAGE	139.30
109160	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	30.24
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	30.25
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	31.59
	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	47.52
	FRONTIER COMMUNICATI		UTIL ADMIN	47.53
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	47.79
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	80.74
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	236.96
109161	FTRS, LLC	SERVICES RENDERED	PARK & RECREATION FAC	48.71
	FTRS, LLC		MAINTENANCE	221.74
	FTRS, LLC		SOLID WASTE OPERATIONS	304.78
	FTRS, LLC		UTIL ADMIN	341.34
	FTRS, LLC		GENERAL SERVICES - OVERF	522.18
109162	GALLS, LLC	JACKET-CARLILE	POLICE INVESTIGATION	300.29
109163	GC SYSTEMS INC	PRV REBUILD PARTS	WATER DIST MAINS	379.90
109164	GIANETTO, MELINDA	UB 235308000000 5308 108TH ST	WATER/SEWER OPERATION	3.55
109165	GIGGLES ENTERTAINMEN	INSTRUCTOR SERVICES	RECREATION SERVICES	147.00
109166	GILLINGS, FRED	REIMBURSE CONFERENCE EXPENSES	MUNICIPAL COURTS	62.42
109167	GREEN RIVER CC	TRAINING-KEEFE	UTIL ADMIN	200.00
109168	GREENSHIELDS	SOCKET	WATER DIST MAINS	19.58
109169	GROGEL, TJ & MELISSA	UB 720280000002 7009 22ND DR N	WATER/SEWER OPERATION	9.96
109170	HARTVIGSON, VALARI &	UB 275114119000 5114 119TH PL	WATER/SEWER OPERATION	220.46
109171	HAWKINS, KEVIN & PEG	UB 846908860000 6908 86TH AVE	WATER/SEWER OPERATION	41.99
109172	HB JAEGER COMPANY	2" DOUBLE CHECK	WATER RESERVOIRS	432.80
109173	HD FOWLER COMPANY	SEALANT	ER&R	175.04
	HD FOWLER COMPANY	QUICK JOINTS	WATER/SEWER OPERATION	501.03
109174	HELAND, TROY	WITNESS FEES	MUNICIPAL COURTS	29.72
109175	HOLT, JOEY F	UB 120430000000 10710 44TH DR	WATER/SEWER OPERATION	78.60
109176	HWA GEOSCIENCES	PROFESSIONAL SERVICES	STORM DRAINAGE	4,050.02
	HWA GEOSCIENCES		STORM DRAINAGE	4,480.96
109177	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	103.78
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
109178	INTERSTATE AUTO PART	TEST LEADS, FUSES AND BULBS	EQUIPMENT RENTAL	70.43
	INTERSTATE AUTO PART	FUSES	EQUIPMENT RENTAL	74.52
109179	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	883.20
109180	JESS, TROY & SUSAN	UB 847818860000 7818 86TH DR N	WATER/SEWER OPERATION	245.77
109181	JOHNSON, MATTHEW & V	UB 760239000001 7309 58TH PL N	WATER/SEWER OPERATION	15.13
109182	JOHNSTON, ASHLEY	UB 030910000004 8529 60TH DR N	WATER/SEWER OPERATION	81.12
109183	JUAREZ, HANNAH	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
109184	JUDD & BLACK	MICROWAVE	UTIL ADMIN	200.74
	JUDD & BLACK	DRYER	DETENTION & CORRECTION	1,177.19
109185	KEDROWSKI, RYAN	UB 371460000001 15129 45 5D	WATER/SEWER OPERATION	92.27

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/16/2016 TO 6/22/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109186	KENWORTH NORTHWEST	2010 PETERBILT EXHAUST REPAIR	EQUIPMENT RENTAL	1,032.90
109187	LARSEN, CYNTHIA	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
109188	LARSEN, MARGARET	UB 164350000000 12812 43RD AVE	WATER/SEWER OPERATION	43.64
109189	LASTING IMPRESSIONS	POLO UNIFORM SHIRTS	OFFICE OPERATIONS	369.54
	LASTING IMPRESSIONS	SOFTBALL SHIRTS	RECREATION SERVICES	747.82
109190	LEGACY FORD	2016 FORD F150	EQUIPMENT RENTAL	29,699.75
109191	LENZ, TRAVIS	UB 848219860000 8219 86TH AVE	WATER/SEWER OPERATION	230.81
109192	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	555.00
109193	LERNER, GREGG & CHRIS	UB 251083353000 10833 53RD DR	WATER/SEWER OPERATION	26.13
109194	LES SCHWAB TIRE CTR	TIRE REPAIR	PARK & RECREATION FAC	98.74
	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	112.98
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,095.19
	LES SCHWAB TIRE CTR		ER&R	1,297.59
109195	LEVIN, KATIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109196	LICENSING, DEPT OF	CARR, N (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CONFORTI, P (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FLORES, R (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HICKS, S (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOLLAND, E (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KIMBLE, T (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KOEHN, W (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KOLLING, E (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LEE, T (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LEIGHTY, B (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCGRATH, D (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MUNDAY, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NELSON, B (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NORFLEET II, C (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PIERCE, T (ORIGINAL-DENIED)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PLANALP, W (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RHOADES, K (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROBERTS, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SANTANA, G (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SNYDER, S (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TROUT, T (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILLIAMS JR, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FAILS, J (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	FULCHER II, D (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	PLOEGSMA, L (LT RENEWAL)	GENERAL FUND	21.00
109197	MACY, DONNA	UB 212132000000 12701 48TH DR	WATER/SEWER OPERATION	23.05
109198	MARYSVILLE AWARDS	SOFTBALL PLAQUES	RECREATION SERVICES	130.88
109199	MARYSVILLE COURT	DEPOSIT BAG REIMBURSEMENT	MUNICIPAL COURTS	25.00
109200	MARYSVILLE PRINTING	ENVELOPES	UTILITY BILLING	163.54
	MARYSVILLE PRINTING	NOTICE OF CASE SETTING FORMS	MUNICIPAL COURTS	1,309.20
109201	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG.	2,821.48
109202	MOSER, MATTHEW*	UB 761307609102 7219 76TH DR N	WATER/SEWER OPERATION	323.48
109203	MOTOR TRUCKS	CB RADIOS	ER&R	332.62
109204	MUELLER, SUE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109205	MUNOZ, AMANDA	RENTAL FEE REFUND	PARKS-RECREATION	55.00
109206	NASH, TAYLOR & RANDI	UB 763051000001 6509 65TH DR N	GARBAGE	180.76
109207	NC MACHINERY COMPANY	CUTTING EDGES AND HARDWARE	STORM DRAINAGE	529.16
109208	NW PROPERTY MANAGEME	UB 231171020000 11730 51ST AVE	WATER/SEWER OPERATION	57.29
	NW PROPERTY MANAGEME		WATER/SEWER OPERATION	80.77
109209	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	6.80
	OFFICE DEPOT		ENGR-GENL	17.45
	OFFICE DEPOT		ENGR-GENL	28.93
	OFFICE DEPOT		UTIL ADMIN	28.94
	OFFICE DEPOT		ENGR-GENL	28.94
	OFFICE DEPOT		UTIL ADMIN	36.77
	OFFICE DEPOT		ENGR-GENL	74.58
	OFFICE DEPOT		UTILITY BILLING	180.41

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/16/2016 TO 6/22/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109209	OFFICE DEPOT	OFFICE SUPPLIES	PURCHASING/CENTRAL STOF	332.72
109210	OLSON, MICHAEL & KIM	UB 220420000001 12718 48TH AVE	WATER/SEWER OPERATION	127.57
109211	ONRWAY INVESTMENTS	UB 710622000000 4917 82ND PL N	WATER/SEWER OPERATION	18.80
109212	OWEN EQUIPMENT	LATE CHARGE ON INV# 00079046	EQUIPMENT RENTAL	75.07
109213	PACIFIC GOLF & TURF	MOWER REPAIR PARTS-#W016	SMALL ENGINE SHOP	587.89
109214	PACIFIC NW BUSINESS	TONER CREDIT	PARK & RECREATION FAC	-107.95
	PACIFIC NW BUSINESS	TONER	MUNICIPAL COURTS	200.69
109215	PARTS STORE, THE	SEAL	EQUIPMENT RENTAL	10.03
	PARTS STORE, THE	BRAKE LIGHT SWITCH	EQUIPMENT RENTAL	15.28
	PARTS STORE, THE	MOUNT	WATER DIST MAINS	35.33
	PARTS STORE, THE	LIGHTS, FILTERS, ARMOR ALL AND	ER&R	322.74
109216	PAYMENTUS	TRANSACTION FEES-MAY 2016	UTILITY BILLING	9,422.65
109217	PERRY, BETRINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109218	PETTY CASH- PARKS	SUPPLY REIMBURSEMENT	RECREATION SERVICES	5.00
	PETTY CASH- PARKS		PARK & RECREATION FAC	6.80
	PETTY CASH- PARKS		PARK & RECREATION FAC	10.90
	PETTY CASH- PARKS		OPERA HOUSE	31.41
	PETTY CASH- PARKS		RECREATION SERVICES	37.05
109219	PETTY CASH- PW	SUPPLY REIMBURSEMENT/DOL LICEN	EQUIPMENT RENTAL	10.00
	PETTY CASH- PW		ENGR-GENL	23.99
	PETTY CASH- PW		ENGR-GENL	43.60
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		ROADSIDE VEGETATION	53.36
109220	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	15.00
	PGC INTERBAY LLC		PRO-SHOP	33.08
	PGC INTERBAY LLC		PRO-SHOP	40.00
	PGC INTERBAY LLC		MAINTENANCE	61.99
	PGC INTERBAY LLC		MAINTENANCE	261.79
	PGC INTERBAY LLC		PRO-SHOP	305.44
	PGC INTERBAY LLC		PRO-SHOP	317.21
	PGC INTERBAY LLC		MAINTENANCE	394.62
	PGC INTERBAY LLC		PRO-SHOP	449.49
	PGC INTERBAY LLC		PRO-SHOP	649.00
	PGC INTERBAY LLC		MAINTENANCE	739.66
	PGC INTERBAY LLC		PRO-SHOP	757.99
	PGC INTERBAY LLC		MAINTENANCE	1,021.22
	PGC INTERBAY LLC		MAINTENANCE	1,939.48
	PGC INTERBAY LLC		MAINTENANCE	1,946.75
109221	PHAYSITH, KELLY	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	44.50
109222	PHUNG, QUANG	RENTAL FEES/DEPOSIT REFUND	PARKS-RECREATION	85.00
	PHUNG, QUANG		GENERAL FUND	100.00
109223	PINARD, CRAIG	REFUND CLASS FEES	PARKS-RECREATION	95.00
109224	PITTMAN, MICHAEL & J	UB 520000420001 4114 176TH PL	WATER/SEWER OPERATION	157.83
109225	PLATT ELECTRIC	BBS INSTALL PARTS	TRAFFIC CONTROL DEVICES	11.31
	PLATT ELECTRIC		TRAFFIC CONTROL DEVICES	20.95
	PLATT ELECTRIC		TRAFFIC CONTROL DEVICES	22.17
	PLATT ELECTRIC		TRAFFIC CONTROL DEVICES	109.21
109226	PLUT, JOHN B	UB 910720000000 1816 3RD ST	WATER/SEWER OPERATION	90.84
109227	PORTER, KRISTINA	INSTRUCTOR SERVICES	RECREATION SERVICES	324.00
109228	PRATT, JEREMY	UB 980671600000 6714 49TH PL N	WATER/SEWER OPERATION	21.17
109229	PRESTON, LAURIE	REFUND CLASS FEES	PARKS-RECREATION	17.00
109230	PROFORCE LAW ENFORC	HOLSTERS AND SUPPLIES	POLICE PATROL	698.13
109231	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,116.08
109232	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.83
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	14.55
	PUD	ACCT #2206-7983-1	GMA - STREET	16.07
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	16.70
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	17.81
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	17.81
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	17.81
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	18.20

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/16/2016 TO 6/22/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109232	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	23.78
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	25.54
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	26.18
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	36.96
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	38.83
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	43.88
	PUD	ACCT #2025-2469-0	PUMPING PLANT	44.07
	PUD	ACCT #2035-0002-0	STREET LIGHTING	44.25
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	45.83
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	49.92
	PUD	ACCT #2020-0351-3	PUMPING PLANT	53.66
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	54.52
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	56.42
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	58.26
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	84.76
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	94.96
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	98.63
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	100.14
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	109.27
	PUD	ACCT #2209-2398-1	GMA - STREET	118.68
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	125.95
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	218.69
	PUD	ACCT #2012-4769-9	STREET LIGHTING	241.84
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	413.29
	PUD	ACCT#2021-7733-3	MAINT OF GENL PLANT	830.36
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	841.05
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	1,198.74
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,228.25
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,486.17
109233	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
109234	RAIN FOR RENT	WEIR BOX AND SUPPLIES	STORM DRAINAGE	1,641.96
109235	RANCOURT, JENNIFER	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
109236	REYNOLDS, JOHN T	UB 830391000000 7124 67TH DR N	GARBAGE	312.70
109237	RICHARDS, TAWNYA	REFUND CLASS FEES	PARKS-RECREATION	53.00
109238	RICHTER, MARTIN & ED	UB 111410000001 4332 105TH PL	WATER/SEWER OPERATION	60.30
	RICHTER, MARTIN & ED		WATER/SEWER OPERATION	96.51
109239	ROBERTS, FRANK	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109240	ROBINSON, MIKE	REIMBURSE ICE PURCHASE FOR SPE	RECREATION SERVICES	17.94
	ROBINSON, MIKE	REIMBURSE WATER/GATORADE PURCH	PARK & RECREATION FAC	166.68
109241	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
109242	SCHOOLCRAFT, RANDY	REIMBURSE MEAL	SEWER MAIN COLLECTION	14.00
109243	SCORE	INMATE MEDICAL CARE-MAY 2016	DETENTION & CORRECTION	124.07
	SCORE	INMATE HOUSING-MAY 2016	DETENTION & CORRECTION	22,155.00
109244	SELECT BUYS LLC	UB 420750526006 16619 41ST DR	WATER/SEWER OPERATION	18.39
109245	SHAKIMA TOZAY	UB 848565830000 8565 83RD ST N	WATER/SEWER OPERATION	45.81
109246	SHEETS, KIRK	UB 091473746000 14737 47TH AVE	WATER/SEWER OPERATION	25.96
109247	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	1.52
	SHRED-IT US		FINANCE-GENL	1.52
	SHRED-IT US		UTILITY BILLING	1.52
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
109248	SIMON, TERRY	PRO-TEM SERVICES	MUNICIPAL COURTS	1,110.00
109249	SINGH, SUKHPREET	UB 265618117000 5618 117TH PL	WATER/SEWER OPERATION	236.50
109250	SMOKEY POINT CONCRET	CONCRETE FOR SIDEWALK REPAIRS	SIDEWALKS MAINTENANCE	691.70
	SMOKEY POINT CONCRET		SIDEWALKS MAINTENANCE	1,084.20
109251	SNO CO FINANCE	REPAIR EQUIPMENT & UPGRADE ANT	TRIBAL GAMING-GENL	391.83
	SNO CO FINANCE		EQUIPMENT RENTAL	1,863.71
109252	SNO CO PUBLIC WORKS	TRAFFIC COUNTS	TRANSPORTATION MANAGEM	444.81
109253	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	614.22
109254	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	300.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/16/2016 TO 6/22/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109255	SOUND SAFETY	SHORTS-LEWIS	FACILITY MAINTENANCE	106.85
	SOUND SAFETY	SWEATSHIRTS AND TSHIRTS	ER&R	525.15
109256	STAPLES	OFFICE SUPPLIES	UTIL ADMIN	21.55
	STAPLES		ENGR-GENL	21.56
	STAPLES		UTIL ADMIN	23.68
	STAPLES		ENGR-GENL	24.22
	STAPLES		ENGR-GENL	39.59
	STAPLES		FACILITY MAINTENANCE	74.17
	STAPLES		MUNICIPAL COURTS	125.75
	STAPLES		UTIL ADMIN	153.97
	STAPLES		COMPUTER SERVICES	170.36
	STAPLES		MUNICIPAL COURTS	574.74
109257	STATE AUDITORS OFFIC	TBD AUDIT PERIOD 15-15	GENL GVRNMNT SERVICES	1,568.63
	STATE AUDITORS OFFIC	AUDIT PERIOD 15-15	NON-DEPARTMENTAL	11,480.06
	STATE AUDITORS OFFIC		UTIL ADMIN	11,480.06
109258	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
109259	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	220.50
109260	SUNRISE ENVIRONMENT	TALON AND ERASE	TRANSPORTATION MANAGEM	523.97
109261	SYNSTEBY, CHRISTY	INSTRUCTOR SERVICES	RECREATION SERVICES	12.00
109262	TAB PRODUCTS CO	PLASTIC BUCKETS	MUNICIPAL COURTS	187.44
109263	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	220.14
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	220.14
109264	TOWERS, LORRIE	REIMBURSE CONFERENCE EXPENSES	MUNICIPAL COURTS	289.71
109265	TRAFFIC SAFETY SUPPL	SOLAR SYSTEMS, POLES AND CONVE	TRANSPORTATION MANAGEM	4,639.96
109266	UNITED PARCEL SERVIC	SHIPPING EXPENSE	UTILITY LOCATING	0.51
	UNITED PARCEL SERVIC		TRANSPORTATION MANAGEM	0.67
	UNITED PARCEL SERVIC		POLICE PATROL	39.23
109267	VINYL SIGNS & BANNER	SIGN STAKES	PARK & RECREATION FAC	108.55
109268	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	168.50
	WA STATE TREASURER		GENERAL FUND	38,645.22
109269	WALTER E NELSON CO.	JANITORIAL SUPPLIES	PARK & RECREATION FAC	289.33
	WALTER E NELSON CO.		PARK & RECREATION FAC	303.65
109270	WASHINGTON STATE UNV	CONFERENCE (3)	TRAINING	1,050.00
109271	WEED GRAAFSTRA	MUTUAL MATERIALS SETTLEMENT AG	GMA - STREET	25,246.44
109272	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	234.67
109273	WIN-911 SOFTWARE	SOFTWARE RENEWAL MAINTENANCE A	WASTE WATER TREATMENT F	742.50
	WIN-911 SOFTWARE		WATER DIST MAINS	742.50
109274	YAKIMA COUNTY DOC	INMATE HOUSING-MAY 2016	DETENTION & CORRECTION	17,355.75

WARRANT TOTAL:

521,957.61

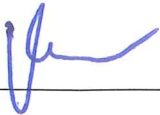
REASON FOR VOIDS:

- UNCLAIMED PROPERTY
- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST/DAMAGED IN MAIL

Index #4

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2016

AGENDA ITEM: Contract Award – Grove Street Pedestrian and Bicycle Improvement Project	
PREPARED BY: Kyle Woods, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Certified Bid Tab, Vicinity Map	
BUDGET CODE: 30500030.563000, M1505	AMOUNT: \$431,366.75

SUMMARY:

The Grove Street Pedestrian and Bicycle Improvement project, from State Avenue to Cedar Avenue, includes the construction of remaining curb, gutter and sidewalk, bicycle lanes, and paving.

The project is funded in part by the Transportation Benefit District, Transportation Improvement Board (TIB) and the WSDOT Pedestrian and Bicycle Grant.

The project was advertised for a June 28, 2016 bid opening. The City received 4 bids as shown on the attached bid tabulation. The low bidder was SRV Construction, INC at \$396,366.75. The engineer's estimate is \$368,270.00. References have been checked and found to be satisfactory.

Contract Bid:	\$396,366.75
<u>Management Reserve:</u>	<u>\$35,000.00</u>
Total:	\$431,366.75
Transportation Improvement Board:	\$136,749.00 (estimated)
<u>WSDOT Ped and Bike:</u>	<u>\$199,500.00</u>
Total to the City (Transportation Benefit District):	\$95,117.75

RECOMMENDED ACTION:

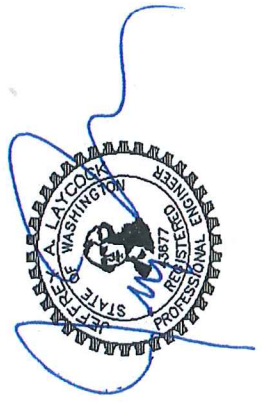
Staff recommends that Council authorize the Mayor to sign and execute the Grove Street Pedestrian and Bicycle Improvement project with SRV Construction, Inc. in the amount of \$396,366.75 including Washington State Sales Tax and approve a management reserve of \$35,000 for a total allocation of \$431,366.75.

6/28/2016

GROVE STREET PED AND BIKE PROJECT
30500030.563000.M1505
Certified Bid Tab



Engineer's Estimate		CRV Construction, Inc.		Welwest Construction, Inc.		Cmtek		Kamins Construction	
SPEC. ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1-04.4	1 Minor Changes	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-04.5	2 Roadway Surveying	1	LS	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00	\$4,000.00	\$4,000.00
1-05.18	3 Record Drawings (Minimum Bid \$2,500)	1	LS	\$2,500.00	\$2,500.00	\$5,040.00	\$5,040.00	\$4,000.00	\$4,000.00
1-07.15	4 SPPC Plan	1	LS	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	5 Mobilization (8%)	1	LS	\$27,000.00	\$27,000.00	\$725.00	\$725.00	\$500.00	\$500.00
1-10.5	6 Project Temporary Traffic Control	1	LS	\$56,000.00	\$56,000.00	\$20,000.00	\$20,000.00	\$86,000.00	\$86,000.00
2-01.5	7 Clearing and Grubbing	1	LS	\$1,000.00	\$1,000.00	\$41,500.00	\$41,500.00	\$35,000.00	\$35,000.00
2-02.5	8 Removal of Structure and Obstruction	1	LS	\$15,000.00	\$15,000.00	\$850.00	\$850.00	\$800.00	\$800.00
2-03.5	9 Roadway Excavation Incl. Haul	150	TON	\$212.50	\$31,875.00	\$54.20	\$8,130.00	\$35.00	\$5,250.00
2-03.5	10 General Excavation Incl. Haul	100	TON	\$20.00	\$2,000.00	\$21.60	\$2,160.00	\$4.00	\$400.00
2-03.5	11 Unstable Foundation Excavation Incl. Haul	50	CY	\$50.00	\$2,500.00	\$18,000.00	\$18,000.00	\$7.00	\$350.00
2-22.5	12 Shoring	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$500.00	\$500.00
2-22.5	13 Concrete Geotextiles for Separation	250	SY	\$8.00	\$2,000.00	\$3.00	\$750.00	\$4.00	\$1,000.00
4-04.5	14 Cracked Surfacing Base Course	100	TON	\$35.00	\$3,500.00	\$39.60	\$3,960.00	\$29.00	\$2,900.00
5-04.5	15 Cracked Surfacing Top Course	200	TON	\$15.00	\$3,000.00	\$28.75	\$5,750.00	\$55.00	\$11,000.00
5-04.5	16 Pavement Repair Excavation Incl. Haul	1,000	SY	\$10.00	\$10,000.00	\$11.40	\$11,400.00	\$17.00	\$17,000.00
5-04.5	17 Painting Bituminous Pavement	3,200	SY	\$3.00	\$9,600.00	\$2.80	\$8,960.00	\$5.20	\$16,640.00
5-04.5	18 Commercial HMA	100	TON	\$125.00	\$12,500.00	\$190.00	\$19,000.00	\$150.00	\$15,000.00
5-04.5	19 HMA CI J27 PG 64-22	450	TON	\$90.00	\$40,500.00	\$114.25	\$51,412.50	\$130.00	\$58,500.00
5-04.5	20 HMA for Prelieving CI J27 PG 64-22	400	TON	\$110.00	\$44,000.00	\$114.25	\$45,700.00	\$140.00	\$56,000.00
7-01.5	21 Underdrain Pipe 12 in. Diam.	50	LF	\$20.00	\$1,000.00	\$46.00	\$2,300.00	\$50.00	\$2,500.00
7-01.5	22 Catch Basin Type 1	3	EA	\$1,000.00	\$3,000.00	\$46.35	\$139.05	\$40.00	\$1,200.00
7-05.5	23 Adjust Catch Basin	3	EA	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00
8-01.5	24 Erosion/Water Pollution Control	1	LS	\$5,000.00	\$5,000.00	\$14,350.00	\$14,350.00	\$3,000.00	\$3,000.00
8-02.5	25 Topsoil Type A	50	CT	\$55.00	\$2,750.00	\$59.00	\$2,950.00	\$60.00	\$3,000.00
8-02.5	26 Bark or Wood Chip Mulch	75	SY	\$20.00	\$1,500.00	\$17.25	\$1,293.75	\$15.00	\$1,125.00
8-02.5	30 Sod Installation	1	PA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8-02.5	31 Property Restoration	275	LF	\$3.00	\$825.00	\$2,475.00	\$2,475.00	\$3.00	\$825.00
8-04.5	32 Extended Curb	550	LF	\$30.00	\$16,500.00	\$25.50	\$14,025.00	\$30.00	\$16,500.00
8-04.5	33 Cement Conc. Traffic Curb and Gutter	145	LF	\$28.00	\$4,060.00	\$32.20	\$4,668.40	\$45.00	\$6,525.00
8-04.5	34 Cement Conc. Pedestrian Curb	150	SY	\$55.00	\$8,250.00	\$64.00	\$9,600.00	\$95.00	\$14,250.00
8-06.5	35 Cement Conc. Driveway Entrance	0.85	HUN	\$1,250.00	\$1,062.50	\$1,390.00	\$1,171.50	\$2,000.00	\$1,700.00
8-09.5	36 Raised Pavement Marker Type 1	175	SY	\$6.5625	\$1,158.44	\$5.00	\$875.00	\$5.00	\$875.00
8-14.5	38 Cement Concrete Sidewalk	2	EA	\$2,250.00	\$4,500.00	\$1,725.00	\$3,450.00	\$2,000.00	\$4,000.00
8-14.5	39 Cement Conc. Sidewalk Ramp Type Parallel A	4	EA	\$1,800.00	\$7,200.00	\$3,860.00	\$15,440.00	\$4,000.00	\$16,000.00
8-20.5	40 Cement Conc. Sidewalk Ramp Type Single Direction A	1	LS	\$25,000.00	\$25,000.00	\$23,860.00	\$23,860.00	\$31,000.00	\$31,000.00
8-21.5	42 Permanent Signaling	1	LS	\$2,500.00	\$2,500.00	\$2,050.00	\$2,050.00	\$3,000.00	\$3,000.00
8-22.5	43 Painted Line	850	LF	\$1.00	\$850.00	\$1.10	\$935.00	\$1.50	\$1,275.00
8-22.5	44 Painted White Line	1,110	LF	\$2.00	\$2,220.00	\$0.65	\$721.50	\$1.00	\$1,110.00
8-22.5	45 Plastic Wide Line	200	LF	\$6.00	\$1,200.00	\$3.00	\$600.00	\$3.50	\$700.00
8-22.5	46 Plastic Stop Line	130	LF	\$8.00	\$1,040.00	\$9.00	\$1,170.00	\$12.00	\$1,560.00
8-22.5	47 Plastic Traffic Arrow	4	EA	\$125.00	\$500.00	\$80.00	\$320.00	\$100.00	\$400.00
8-22.5	48 Painted Bicycle Lane Symbol	5	EA	\$150.00	\$750.00	\$28.00	\$140.00	\$50.00	\$250.00
8-22.5	49 Plastic Railroad Crossing Symbol	2	EA	\$1,000.00	\$2,000.00	\$280.00	\$560.00	\$400.00	\$800.00
				CONSTRUCTION TOTAL	\$368,270.00	\$396,366.75	\$414,080.00	\$430,388.40	\$498,012.70





Grove Street (Cedar - State)

Vicinity Map

- Project Area
- Parcels
- 🏫 School
- Railroad

0 155 310 620 930 1,240 Feet

Item 4-3
Printed: April, 2014

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DERIVED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.



Index #5

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 5, 2016

AGENDA ITEM:	
Mother Nature’s Window Caretaker Agreement and Lease	
PREPARED BY:	DIRECTOR APPROVAL:
Jim Ballew	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Agreement for Caretaker Services and Lease	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Mother Nature’s Window Park residence has been rented for the past 4 years with no Caretaker duties assigned. Due to increasing activity and maintenance of the site as well as the development of a park master plan staff is recommending reinstating the Caretaker position at the site. The former tenant lease has been terminated and the residence is vacant.

Staff is recommending the City Council consider authorizing the Mayor to sign the Agreement for Caretaker Services and Lease Agreement with David and Betty Nelson. Both have experience in this field and are capable of managing the site as required within the Scope of Work associated with the Agreement. The value of the lease is offset by duties performed as Caretaker. The lease value is \$1,100.00 per month and offset by duties to a monthly rent of \$450.00 plus all utilities and Leasehold excise tax of 12.84% for a total monthly rent of \$591.24.

RECOMMENDED ACTION:

Staff is recommending the City Council consider authorizing the Mayor to sign the Agreement for Caretaker Services and Lease Agreement with David and Betty Nelson.

AGREEMENT FOR CARETAKER SERVICES

THIS AGREEMENT is made and entered into this 12 day of June, 2016, by and between THE CITY OF MARYSVILLE, WASHINGTON, a municipal corporation, herein referred to as "City," and DAVID R NELSON and BETTY L NELSON, an individual independent contractor herein referred to as "Contractor."

WITNESSETH:

WHEREAS, the City is a municipal corporation which is engaged in the area of parks, culture and recreation; and

WHEREAS, Contractor is an individual who has expertise and is qualified in the area of performing services as a caretaker and is capable of providing such services to the City; and

WHEREAS, the parties hereto being desirous of having certain services available from each other; NOW, THEREFORE,

For and in consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. SERVICES. Commencing July, 6, 2016, Contractor agrees to perform the following services and related work as necessary and under the terms and conditions as hereinafter set forth.

See attached Scope of Work, which is incorporated herein as EXHIBIT A.

2. COMPENSATION. The City agrees to compensate Contractor for services rendered by providing the residence and appurtenances located in Mother Nature's Window Park, more particularly described Portion of Section 15, Township 30 North, Range 05 East, SW Quarter., described as follows: Parcel No.30051500300501 as set forth on Exhibit A attached hereto and incorporated herein.

Street address: 9623 55th Avenue NE, Marysville, WA. 98270

AGREEMENT FOR CARETAKER SERVICES - 1

/wpf/mv/Agr.caretaker services.Eggerton-Landon

ORIGINAL

without rent pursuant to the Lease Agreement entered into between the parties, which is attached hereto as EXHIBIT B. For purposes of this agreement, the value of the leasehold interest is agreed to be \$1,000.00 per month. Caretaker is to maintain a separate telephone line for personal use. Caretaker to pay all utilities which include power, water and garbage/recycling.

3. EQUIPMENT/TOOLS. From time to time the City may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment, supplies or materials provided by the City or third parties.

4. EMPLOYMENT OF THIRD PARTIES. The City is contracting for the special services of the Contractor, and as such, the Contractor shall not subcontract or employ other persons to perform the caretaking services, without the specific written authorization of the City.

5. INDEPENDENT CONTRACTOR. This Service Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of the City. Neither party to this Service Agreement is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.

6. EMPLOYEE BENEFITS/WITHHOLDING. Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for himself.

7. RECORDS. Contractor shall keep such books and records as are necessary for general reporting and business purposes and shall provide copies to the City upon request. It shall also be the Contractor's sole responsibility to keep all books and records required by law for the reporting of wages and hours. Contractor shall provide copies of such books and records to the City upon request.

8. TERMINATION. Either party may terminate this Agreement by giving at least 30 days' written notice of intent to terminate. Upon the termination of this Agreement for any reason, Contractor agrees to remove all tools, equipment, furniture, personal property, and other materials owned by Contractor from the leased premises and Contractor further agrees to deliver and return to the City any and all equipment and materials belonging to the City in the custody or control of Contractor.

9. LITIGATION. In the event of any litigation involving the rights or obligations of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

AGREEMENT FOR CARETAKER SERVICES -2

/wpf/mv/Agr.caretaker services nelsonDWF

10. INTERPRETATION. This Agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

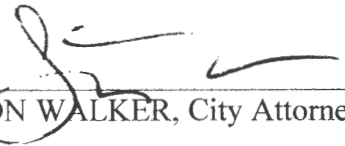
CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

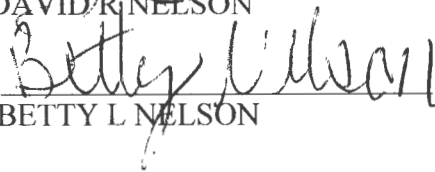
By _____
ALLINA HOLMQUIST, City Clerk

APPROVED AS TO FORM:

By  _____
JON WALKER, City Attorney

Contractor:

By  _____
DAVID R. NELSON

By  _____
BETTY L. NELSON

AGREEMENT FOR CARETAKER SERVICES - 3

/wpf/mv/Agr.caretaker services nelsonDWF

EXHIBIT A

Addendum to Agreement

SCOPE OF WORK

Contract Title: Caretaker

Location: Mother Nature's Window Park

Contract Purpose

Provide daily inspection and evening security duties related to designated park properties within the Marysville Parks and Recreation Department. Contractor will also provide open and closing services for respective facilities within the Doleshel Park(s).

Reporting Relationships

Reports to the Director of Parks and Recreation and/ or Parks Maintenance Manager as well administrative support personnel.

Scope of Work

1. Secures park gates and each evening in the following City park facilities:
Doleshel Park gates
2. Daily Trail Maintenance Requirements Include:
Maintain current and future trails from litter, errant limbs or branches that may cause injury or access challenges.
3. Protect park from vandal damage by reporting any and all suspicious activities to law enforcement and public safety agencies through 911.
4. Report all facility repair needs to Parks Maintenance Manager in writing.
5. Meet staff and provide access to all park facility areas in need of repairs as scheduled by Parks and Recreation Department staff.

Requirements and Qualifications

1. Must have the physical ability to perform all duties described.
2. Must have the ability to read and speak English.
3. Must have a valid Washington State Drivers License and Automobile Insurance.
4. Must maintain good customer service.

Special Requirements and Compensation

AGREEMENT FOR CARETAKER SERVICES -4

/wpf/mv/Agr.caretaker services nelsonDWF

1. Must live on park property in housing leased by the City of Marysville Parks and Recreation Department.
2. Housing is provided to Caretaker in lieu of monetary compensation for services rendered.
3. Lessee/Caretaker will pay all utilities including water, sewer and garbage.
4. Caretakers are required to have an additional telephone line installed at their own expense (cell phone is acceptable).
5. Caretaker is to provide exterior landscape maintenance for improvements surrounding the leased residence.
6. Caretaker is to notify Director of Parks and Recreation to arrange for any short term or extended leave of absence from residence and or/duties. Caretaker is to provide approved substitute individuals upon request for leave. Substitute must provide their own transportation at all times.
7. City reserves the right to change open and closing schedules and duties of similar nature within the scope of work, provided additional facilities are developed and or renovated.

EXHIBIT B

LEASE AGREEMENT

THIS AGREEMENT is entered into this 12 day of June 2016, by and between the CITY OF MARYSVILLE, a municipal corporation, hereinafter designated the "Lessor", and DAVID R NELSON and BETTY L NELSON, hereinafter designated the "Lessee".

WITNESSETH:

Lessor does by these presents lease and demise unto Lessee the following described real estate and premises situate in the City of Marysville, County of Snohomish, State of Washington, to wit:

Portion of Section 15, Township 30 North, Range 05 East, SW Quarter., described as follows:

Parcel No.30051500300501 as set forth on Exhibit A attached hereto and incorporated herein.

Street address: 9623 55th Avenue NE, Marysville, WA.98270

PROVIDED that this lease shall apply to the residence situated upon the subject property. Lessor reserves the right to use the outbuildings situated upon the property. Lessor shall have access to the yard at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

1. The term for said lease shall be from month to month, commencing on the 1st day of July, 2016.
2. The market value of the leasehold interest is agreed to be ONE THOUSAND AND ELEVEN HUNDRED NO/100THS DOLLARS (\$1,100.00) per month. The Lessor shall be compensated for this value in the following manner:

Lessee shall pay cash rent in the amount of \$450.00 per month for the above premises, payable in advance on or before the first day of each month of the lease term. Rents not received by Lessor on or before the 5th day of each month shall include a 5% late fee, which will constitute additional rent hereunder. In addition Lessee shall pay leasehold excise tax to Lessor in the amount of 12.84% of the rent obligation, for a total of \$591.24.

the market value of the leasehold interest

AGREEMENT FOR CARETAKER SERVICES -6

/wpf/mv/Agr.caretaker services nelsonDWF

3. The Lessor shall be compensated for this value in the following manner:

The Lessee(s), DAVID R NELSON and BETTY L NELSON, shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate Contract for Caretaker Services between the CITY OF MARYSVILLE and Lessee, attached hereto as EXHIBIT A. It is understood and agreed that the Lessee will not be obligated to pay the City the monthly rental for the premises in question for any month during which the Lessee has fully performed pursuant to the terms complied with the terms of this agreement.

4. All interior maintenance of the premises shall be performed by the Lessee. Lessor shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the premises. Lessor shall provide yard pruning services at lease once every three months during the growing season., Lessee shall provide all services identified within the scope of work within the Contract for Caretaker Services as needed.
5. Lessor and Lessor's agents and employees shall have the right to access to the premises for the purposes of:
- (a) Inspection;
 - (b) Maintenance, yard work, repairs, alterations or improvements;
 - (c) Display of the premises to prospective or actual workers or contractors;

Whenever practical, Lessor shall give Lessee advance notice of Lessor's intent to enter the property. Lessor shall not alter the property or home in any way so as to make the home uninhabitable by lessee.

6. Lessee agrees that the premises will be used as the residence for Lessee only. Lessee agrees not to let or sublet the whole or any part of the premises nor assign this lease, or any interest therein. Lessee agrees not to operate any retail or service-oriented business within the residence or property described.
7. Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold Lessor liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.
8. Lessee shall maintain casualty insurance coverage for Lessee's personal property located at the premises and shall maintain public liability insurance for injuries to persons or property in at least the amount of \$500,000.00. Lessor shall provide

AGREEMENT FOR CARETAKER SERVICES -7

/wpf/mv/Agr.caretaker services nelsonDWF

hazard insurance for the improvements situated on the lease premises and shall also provide public liability insurance.

Lessor shall pay the real estate taxes for the lease premises.

Lessor shall pay all charges for utilities supplied to the residence including, but not limited to, electricity, water and garbage. The Lessor maintains telephone service to the residence. The Lessee will pay for all long distance telephone calls. The Lessor will invoice the Lessee for all charges each month. The Lessee is expected to make payments within 30 days of the invoice date.

9. It is agreed that if default should occur on any of the conditions herein contained, or in the Contract for Caretaker Services, then it shall be lawful for the Lessor to re-enter said premises and remove all persons and property therefrom.
10. This lease agreement may be terminated prior to the end of the lease term by Lessee giving thirty (30) days' written notice to the City. This lease shall automatically terminate in the event the Lessee ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or early termination of this lease, the Lessee will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear and damage by the elements or fire excepted).

10. SECURITY DEPOSIT: Lessee has deposited the sum of \$250.00 receipt of which is hereby acknowledged AND shall be deposited by Lessor. All or a portion of such deposit may be retained by Lessor and a refund of any portion of such deposit is conditioned as follows:

- (a) Lessee shall fully perform its obligations hereunder;
- (b) Lessee shall clean and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear;
- (c) Lessee shall have remedied or repaired any damage to the premises;
- (d) Lessee shall surrender to Landlord the keys to the premises.

Any refund from security deposit, as by itemized statement shown to be due to Lessee, shall be returned to Lessee within 14 days after the termination of the tenancy and vacation of the premises. Lessor may apply the security deposit to the payment of any sums owing to Lessor in connection with this lease including, but not limited to, unpaid rent, tenant damage to the lease premises, normal wear and tear resulting from ordinary

use of the premises excepted, Lessor's attorney's fees and costs in enforcing this lease, and payment of any judgment obtained by Lessor in connection with the enforcement of this lease or the eviction of Lessee; provided that nothing herein shall be construed as requiring Lessor to apply the security deposit to payment of any such judgment.

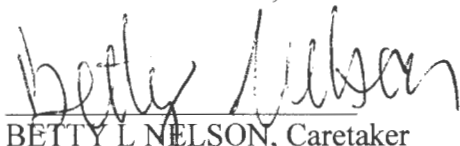
_____ NONREFUNDABLE FEES: The sum of \$0.00 is paid to Lessor herein and shall be retained by Lessor as a nonrefundable fee for cleaning, and is in addition to the security and damage deposit, and not a part thereof.

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

Lessee:



DAVID R NELSON, Caretaker



BETTY L NELSON, Caretaker

CITY OF MARYSVILLE, Lessor

JON NEHRING, MAYOR

ATTEST:

By _____
ALLINA HOLMQUIST, CITY CLERK

APPROVED AS TO FORM:

By  _____
JON WALKER, CITY ATTORNEY

AGREEMENT FOR CARETAKER SERVICES -10

/wpf/mv/Agr.caretaker services nelsonDWF

STATEMENT OF CONDITION
AND CLEANLINESS AND EXISTING
DAMAGE TO PREMISES AND FURNISHINGS

The premises contain the following defects, damages, and physical conditions at the commencement of the tenant's occupancy, and its state of cleanliness is as follows:

- ii) Walls:
- iii) Floors:
- iv) Countertops:
- v) Carpets:
- vi) Drapes:
- vii) Windows:
- viii) Doors:
- ix) Furniture:
- x) Appliances:
- xi) Plumbing, Heating, Electrical:
- xii) Yard, Plants, Shrubbery:
- xiii) Other:

Dated: _____
CITY OF MARYSVILLE, LESSOR

LESSEES:

AGREEMENT FOR CARETAKER SERVICES -1 1

/wpf/mv/Agr.caretaker services nelsonDWF

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2016

AGENDA ITEM: Barkly Manor Modification (SERJ Development)	
PREPARED BY: Chris Holland, Planning Manager	DIRECTOR APPROVAL:
DEPARTMENT: Community Development	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Barkly Manor Subdivision (AFN 2416571) 2. Barkly Manor Restrictive Covenant (AFN 2416572) 3. Easement for Public Street and Utilities (AFN 20050406736) 4. Proposed 38th Avenue NE future Road Alignment Map and Site Plan for SERJ Development 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

On December 8, 1975 a 13-lot subdivision, known as Barkly Manor, was recorded with the Snohomish County Auditor (AFN 2416571). The subdivision created a private road, known as 38th Avenue NE. A restrictive covenant (AFN 2416572) was recorded concurrently with the subdivision. The restrictive covenant requires Barkly Manor to remain under single ownership, with the exception of lot 13, until roads within the plat are constructed to current County standards and dedicated to Snohomish County. The covenant runs with the land and is binding on all parties having or acquiring any right, title or interest in the land.

When the Gateway Shopping Center was constructed the future road alignment to serve properties located south of 116th Street NE was established through construction of the traffic signal at 116th Street NE & 38th Avenue NE. The existing private roadway established with the recording of Barkly Manor is not the desired alignment to serve properties located on the south side of 116th Street NE. The road alignment needs to be amended in order to extend to the Easement for Public Street and Utilities obtained from the Tulalip Tribes in 2005 (AFN 200504060736).

The Community Development Department is currently reviewing a commercial site plan application, known as SERJ Development, which includes Sonic and a medical facility, as well as a proposed Arby's and other unknown retail facilities (see attached site plan). In order to construct the development, SERJ Development is proposing to acquire portions of the Barkly Manor subdivision, however, not all lots within the subdivision. This is problematic due to the restrictive covenant (AFN 2416572) which does not allow transfer of ownership unless the private drive of 38th Avenue NE is improved to a public standard and dedicated to City of Marysville in the platted alignment.

Raymond Barkly has proposed dedication of 38th Avenue NE for the ultimate alignment (see attached alignment), subject to recording of the necessary documentation with the Snohomish County Auditor relinquishing the restrictive covenant. In order to do so City

Council would need to authorize the Mayor to execute the recording of all necessary documentation to dissolve the existing restrictive covenant and accept dedication of 38th Avenue NE. This would ultimately result in the City obtaining right-of-way for future 38th Avenue NE in the desired alignment and SERJ Development constructing that portion of 38th Avenue NE passing through its development.

Additionally, staff anticipates conditioning the SERJ Development project upon the dedication of a portion of future 37th Avenue NE. In order to do so, City Council would need to authorize the Mayor to execute the recording of all necessary documentation accepting dedication of 37th Avenue NE, substantially as depicted on the attached draft site plan. This would ultimately result in the City obtaining a portion of the right-of-way for future 37th Avenue NE to be constructed as the area continues to develop.

RECOMMENDED ACTION:

Authorize the Mayor to execute all necessary documentation in order to relinquish the restrictive covenant recorded under Auditor's File Number 2416572, subject to dedication of 38th Avenue NE in a desired alignment substantially similar to that depicted and to execute all necessary documentation accepting dedications of rights-of-way for future 37th and 38th Avenue NE.

BARKLY MANOR

SECTION 9 TWN. 30 N., RG. 5 E., W. M.

SNOHOMISH COUNTY, WASHINGTON

DESCRIPTION

A PORTION OF THE SW 1/4 OF SECTION 9, TWN. 30 N., RG. 5 E., W. M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9; THENCE S 89° 22' 50" E ALONG THE NORTH LINE OF SAID SW 1/4 FOR 872.80 FEET TO THE TRUE POINT OF BEGINNING BEING 137.0 FEET WEST OF THE CONCRETE MONUMENT FOUND AND DESCRIBED IN THE AGREEMENT RECORDED IN VOLUME 801, PAGE 692, DATED JANUARY 9, 1963, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE S 0° 15' 55" E ALONG A LINE ACCEPTED AS THE BOUNDARY LINE FOR 839.65 FEET TO THE NORTH LINE OF THE RAILROAD SPUR RECORDED IN AUDITOR'S FILE NO. 746344; THENCE N 89° 46' 15" E ALONG THE NORTH LINE OF SAID SPUR FOR 72.43 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 666.78 FEET AND CONSUMING AN ANGLE OF 34° 32' 26" FOR 401.97 FEET TO THE EAST LINE OF THE NW 1/4 OF THE SAID SW 1/4; THENCE N 1° 06' 03" W ALONG SAID EAST LINE FOR 715.68 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE N 89° 22' 50" W ALONG SAID NORTH LINE OF THE SW 1/4 FOR 150.07 FEET; THENCE S 1° 06' 03" E FOR 200.0 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 363.71 FEET AND CONSUMING AN ANGLE OF 1° 16' 43" FOR 8.12 FEET; THENCE N 89° 22' 50" W ALONG A LINE SOUTH OF A LINE THAT IS 636.0 FEET NORTH OF SAID RAILROAD SPUR FOR 164.34 FEET; THENCE S 1° 03' 39" E FOR 57.74 FEET TO A POINT 266.67 FEET SOUTH OF THE SAID NORTH LINE OF THE SW 1/4; THENCE N 89° 22' 50" W ALONG A LINE SOUTH 266.67 FEET FROM SAID NORTH LINE FOR 105.56 FEET; THENCE N 0° 1' 55" E FOR 266.67 FEET TO THE SAID NORTH LINE OF THE SW 1/4; THENCE N 89° 22' 50" W FOR 24.0 FEET TO THE TRUE POINT OF BEGINNING.
LESS PORTIONS OF 116th AS SHOWN HEREON.

PRIVATE ROAD STATEMENT

PRIVATE ROADS WITHIN THE PLAT ARE NOT ACCEPTABLE FOR DEDICATION TO OR MAINTENANCE BY SNOHOMISH COUNTY UNLESS CONSTRUCTED TO CURRENT COUNTY ROAD STANDARDS.

ACKNOWLEDGMENTS

State of Washington
County of Snohomish

THIS IS TO CERTIFY THAT ON THIS 7th DAY OF November, 1975, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED Raymond S. Barkly AND Carol Ann Barkly, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN MENTIONED

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

Richard A. Steinhard
Notary Public in and for the State of Washington residing at Marquette

State of Washington
County of Snohomish

THIS IS TO CERTIFY THAT ON THIS 7th DAY OF November, 1975, PERSONALLY APPEARED BEFORE ME Raymond S. Barkly AND Carol Ann Barkly, TO ME KNOWN TO BE PRESIDENT AND EXECUTIVE VICE PRESIDENT, RESPECTIVELY, BANK OF EVERETT. THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Marlene M. Meier
Notary Public in and for the State of Washington residing at Everett

DEDICATION (DEDICATING PORTIONS OF 116th ST. ONLY, AND NOT PRIVATE ROAD SHOWN HEREON.)

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED, OWNERS OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS AND WAYS SHOWN HEREON WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON.

FOLLOWING THE 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 RIGHTS OF WAY OR TO HAMPER PROPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RE-ROUTING 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.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS,

Raymond S. Barkly
BANK OF EVERETT
By: Richard A. Steinhard PRESIDENT

Carol Ann Barkly
BANK OF EVERETT
By: Thomas A. Lemell EXECUTIVE VICE PRESIDENT

LAND SURVEYOR'S CERTIFICATE

I, WILLIAM H. ROBERTS, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY AND THAT MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN HEREON

William H. Roberts
Registered Land Surveyor, William H. Roberts
Cert. No. 13825



APPROVALS

EXAMINED AND APPROVED THIS 1st DAY OF Dec., 1975. Harry D. Martin
County Road Engineer

EXAMINED AND APPROVED THIS 8th DAY OF Dec., 1975. C. Eastman
Chmn., Board of County Commissioners

I HEREBY CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED BY THE SNOHOMISH COUNTY PLANNING COMMISSION THIS 1 DAY OF December, 1975.

George Sherwin
Director by Guy Williams

TREASURER'S CERTIFICATE

I, KIRKE SIEVERS, TREASURER OF SNOHOMISH COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES ON THE WITHIN DESCRIBED TRACT HAVE BEEN PAID UP TO AND INCLUDING THE YEAR 1976

Kirke Sievers County Treasurer By: Joe Carlson Chief Deputy Treasurer

2416571
2416571

1950

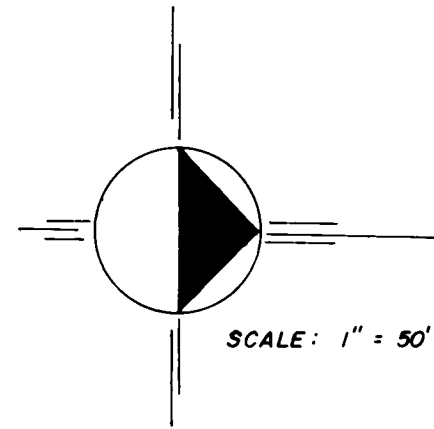
RECORDING

FILED FOR RECORD AT THE REQUEST OF WILLIAM H. ROBERTS AT 12 MINUTES PAST 4 O'CLOCK P. M. ON THIS 8th DAY OF December, 1975. RECORDED IN VOLUME 35 OF PLATS ON PAGE 142 RECORDS OF SNOHOMISH COUNTY, WASHINGTON

Henry Whalen County Auditor By: Paul Martin Deputy Auditor

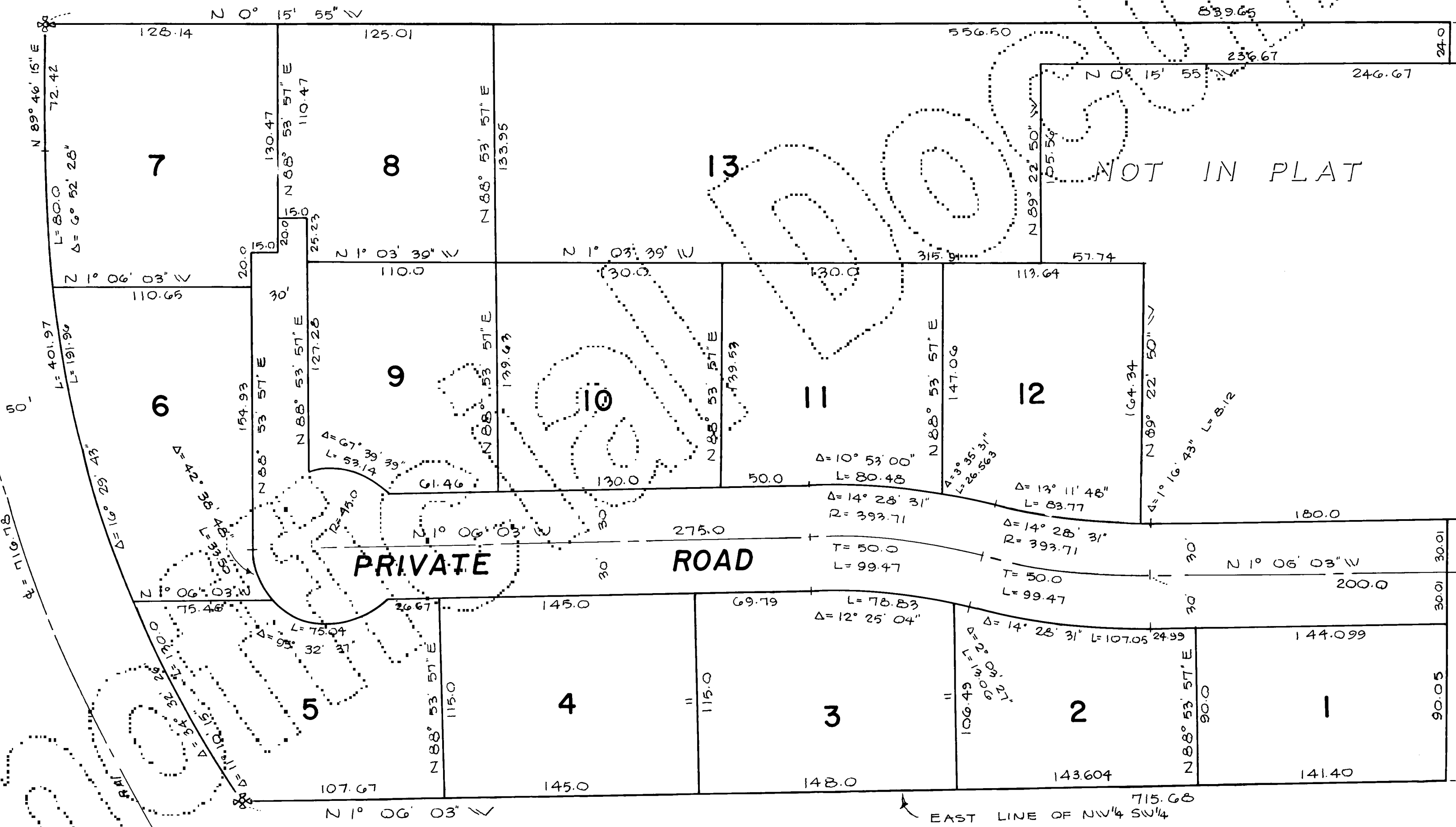
BARKLY MANOR

SECTION 9 TWN. 30 N., RG. 5 E., W.M.
SNOHOMISH COUNTY, WASHINGTON



UNPLATTED

RAILROAD SPUR



NOT IN PLAT

PRIVATE ROAD

116TH ST. N.E.

UNPLATTED

INDICATES CONC. MONUMENT SET

2416571
2416571

CENTER OF SECTION
9 FOUND

Filed for record DEC - 8 1975 ⁴¹³ AM-FIS
Request Raymond G Barkly
Henry R. Winston, Snohomish County Auditor

DECLARATION OF COVENANT

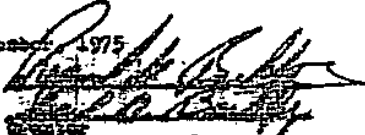
Know all men by these presents that I the undersigned owner
RAYMOND G. BARKLY in fee simple of the land described herein,
herely declare this covenant and place same on record.

I the grantor RAYMOND G. BARKLY herein, is owner of BARKLY
MANOR in fee simple of an interest in the following described
real estate situated in Snohomish County, State of Washington,
to wit:

BARKLY MANOR according to plat thereof, as recorded in volume _____
of plate, page _____, records of Snohomish County, Washington.

Now, Therefore, the grantor RAYMOND G. BARKLY agrees and
covenants that said grantor his heirs successors and assigns,
shall retain BARKLY MANOR under single ownership with the
exception of lot #13 until roads within the plat are constructed
to current County standards and dedicated to Snohomish County.

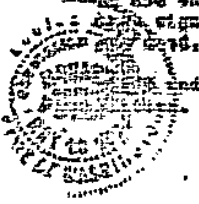
This covenant shall run with the land and shall be binding on
all parties having or acquiring any right, title, or interest
in the land described herein or any part thereof, and shall
inure to the benefit of each owner thereof.

WITNESS our hands this 29th day of November, 1975

Grantor

State of Washington)
County of Snohomish)

I, the undersigned, a Notary Public in and for the above named
County and State, do hereby certify that on this 29th day of
November, 1975 personally appeared before me RAYMOND G. BARKLY
and GENE L. BARKLY to be known to me as the individuals described
in and she executed the within instrument, and acknowledges that
they signed and sealed the same as their free and voluntary act
and deed, for the uses and purposes therein mentioned.

_____ by hand and official seal the day and year last above



Notary Public in and for the State of
Washington, residing at _____

Official Seal

2416572

3416572
697
7-507

NO EXCISE TAX
REQUIRED

APR 06 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Ave.
Marysville, WA 98270



200504060736 4 PGS
04-06-2005 03:42pm \$22.00
SNOHOMISH COUNTY, WASHINGTON

PNWT 157996-1

CITY OF MARYSVILLE

EASEMENT FOR PUBLIC STREET AND UTILITIES

Grantor.	TULALIP TRIBES OF WASHINGTON		
Grantee	CITY OF MARYSVILLE		
Legal Description.	Ptn	SW ¼ & NW ¼ 9-30-05	Add'l on page <u>1 & 2</u>
Tax Parcel ID#	300509-003-033-00		

THIS INDENTURE is made this 31st day of March, 2005, between TULALIP TRIBES OF WASHINGTON, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U S C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a "public agency" as defined in RCW 39 34 020, hereinafter referred to as "Grantor," and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee", WITNESSETH

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

That portion of the Northwest Quarter and of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W M , as described in those conveyances to the United States of America recorded under Auditor's file numbers 746345 and 746283 and transferred to the Tulalip Indian Nation under Auditor's file number 889496 and known as the Wye Connection Depot Railroad.

Situate in the County of Snohomish, State of Washington.

and,

Said document(s) were filed for record by Pacific N W Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title

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

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and warrants to the Grantee, its successors and assigns, and its contractors, employees, permittees and licensees, a perpetual, nonexclusive easement for public street and utilities, including, but not limited to, water, sanitary sewers and storm sewers, and other public purposes over, under, through, across and upon the following-described lands and premises situated in the County of Snohomish, State of Washington, to-wit.

That part of the above-described parcel described as follows:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W M DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER SOUTH 00°52'23" EAST A DISTANCE OF 598 90 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST LINE SOUTH 00°52'23" EAST A DISTANCE OF 345 FEET MORE OR LESS TO THE NORTH LINE OF "PARCEL A" OF THE LAND CONVEYED BY AUDITORS FILE NUMBER 7811170059, THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT WHICH LIES 90 00 FEET FROM SAID WEST LINE, WHEN MEASURED AT RIGHT ANGLES TO SAID WEST LINE, THENCE PARALLEL TO AND 90 00 FEET FROM SAID WEST LINE NORTH 00°52'23" WEST A DISTANCE OF 355 FEET MORE OR LESS TO A POINT WHICH BEARS SOUTH 88°46'44" EAST FROM THE POINT OF BEGINNING, THENCE NORTH 88°46'44" WEST A DISTANCE OF 90 06 FEET TO THE POINT OF BEGINNING

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

TOGETHER WITH the perpetual right, privilege and authority to construct, reconstruct, alter, change, improve, repair, renew, operate, maintain and patrol the public street and utility improvements, pipes and appurtenances, and the right at anytime to remove said public street, utility lines and appurtenances, or any of them.

AND TOGETHER WITH the right to remove the pump station currently located within the easement area, at Grantee's expense

The Grantor shall make no use of the easement area which is inconsistent with the rights granted to the Grantee hereunder or which endangers the public safety

The Grantor shall not erect any buildings or structures of any nature in the easement area or undertake any activity on the right-of-way area which would disturb the easement improvements or endanger the lateral support of the improvements. If Grantor violates this paragraph, Grantee shall have the right to remove, or require removal of, any obstruction, or to restore, or require restoration of, the easement area to the condition which existed before violation of this paragraph; either of which shall be accomplished within a reasonable period of time and at Grantor's expense

In accepting this easement, Grantee recognizes the Tribe's right and privilege to construct a sixty foot wide transit rail line or roadway in an east to west direction across the above granted easement and makes the City's easement expressly subordinate to the Tribe's right granted herein.

Grantee shall indemnify and hold Grantor harmless from any and all claims or causes of action arising out of Grantee's exercise of the rights conveyed herein, except where such claim or cause of action arises out of or on account of the actions of Grantor.

The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances, except as above indicated, and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. The Grantor further represents, warrants and covenants that the Board of Directors of the Tulalip Tribes of Washington has approved this easement and has authorized the undersigned to execute this easement, and that the undersigned has the requisite authority to bind the Grantor, without further approval of any other public agency including, but not limited to, the Bureau of Indian Affairs and the Federal Department of the Interior.

This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and Grantor's heirs, successors and assigns forever.

The rights, title, privileges and authority hereby granted shall be enforceable in the Snohomish County Superior Court, State of Washington, and shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said public street, utilities and appurtenances from said lands, or shall otherwise permanently abandon said public street, utilities and appurtenances, at which time all such rights, title, privileges and authority hereby granted shall terminate.

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

TULALIP TRIBES OF WASHINGTON, Grantor

By Stanley G Jones Sr
 STANLEY G JONES, SR
 Chairman, Tribal Board of Directors

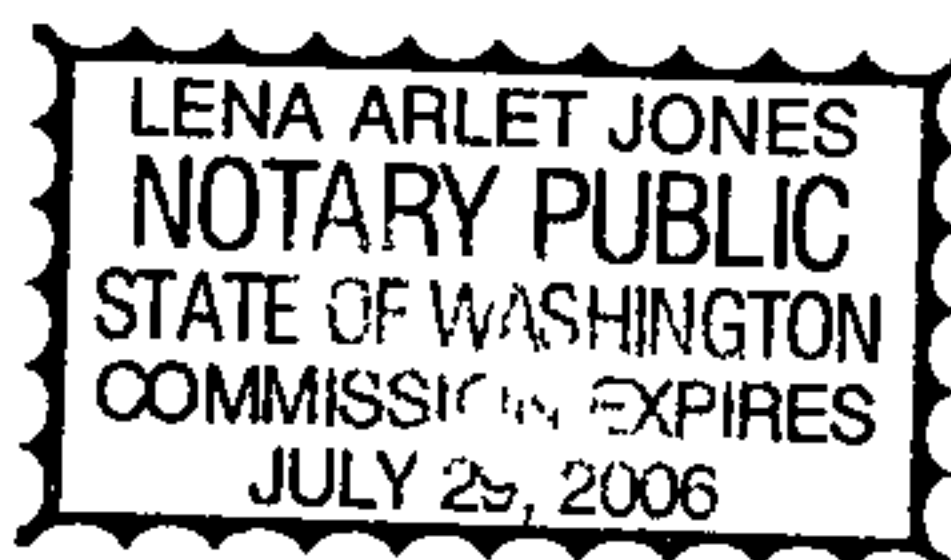
ACCEPTED:
 CITY OF MARYSVILLE

By Dennis L Kendall
 DENNIS L. KENDALL, Mayor

STATE OF WASHINGTON)
)ss.
 COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that STANLEY G JONES, SR. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Tribal Board of Directors of TULALIP TRIBES OF WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1st day of April, 2005



Lena Arlet Jones
Lena Arlet Jones
 (Legibly print name of notary)
 NOTARY PUBLIC in and for the State of
 Washington, residing at Tulalip
 My commission expires 7-29-06

TULALIP INDIAN RESEF

116TH ST NE

36TH DR NE

3-013

37TH AVE NE

3-014

3-015

3-011

1

3-012 00
01

3-037

3-030

12 00
01

2 00
01

3-008

3-007

3-019

11 00
01

3 00
01

MOBILE MANOR 9600-081

BARKLY MANOR (6460)

13

10 00
01

4 00
01

3-020

3-018

3-029

7 00
01

9

5 00
01

38TH DR NE PVT RD



1" = 200' ±

200504060736

3-033

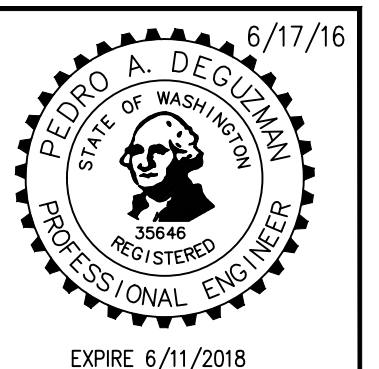
TULALIP TRIBES OF WA

3-010

SE-8-30-5

3-021

SONIC DRIVE-IN / SERJ DEVELOPMENTS MARYSVILLE



6/17/16	DATE
6/17/16	DATE
	REVISION
	NO.

TERRAFORMA DESIGN GROUP, INC.
 CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE
 5027 51st Avenue SW Seattle WA 98136
 phone 206.923.0590 website www.terraformdesigngroup.com

PROJECT NO. TDG #15012
 DRAWN BY: PAD
 CHECKED BY: PAD

SONIC DRIVE-IN / SERJ DEVELOPMENTS
 for SERJ DEVELOPMENTS MARYSVILLE, LLC
 3806 116TH STREET NE MARYSVILLE, WA 98270

SHEET TITLE
COVER SHEET
 SHEET NO.
C1.1
 ? OF

LEGEND

EXISTING	PROPOSED	PROPERTY LINE
---	---	---
---	---	R.O.W. CENTERLINE
---	---	EASEMENT

PROPERTY INFO
 PARCEL NUMBERS:
 006460000-0100,-0200,-1200,-1300,
 3005090030-1100,-1500,-1400,-3000,-3700

PROPOSED BOUNDARY LINE ADJUSTMENT
 (SEPARATE APPLICATION)

VERTICAL DATUM
 NAVD88: FOUND CONC. POST WITH INVERTED NAIL AT THE INTERSECTION OF 116TH STREET SE AND 2ND AVENUE SE. ELEV= 462.55.

HORIZONTAL DATUM
 BASIS OF BEARING: THE MONUMENTED CENTERLINE OF 116TH STREET NE AS THE BEARING OF N 87°33'39"W.

LEGAL DESCRIPTION

PARCEL A:
 THE WEST 205 FEET OF THE NORTH 391 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE SOUTH 75 FEET THEREOF; AND EXCEPT THE WEST 50 FEET THEREOF; AND EXCEPT THAT PORTION THEREOF LYING WITHIN MARSHALL ROAD; AND EXCEPT THAT PORTION CONVEYED TO CITY OF MARYSVILLE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON BY DEED RECORDED JULY 19, 2006 UNDER RECORDING NO. 200607191131.

PARCEL B:
 THE WEST 50 FEET OF THE WEST 205 FEET OF THE NORTH 391 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON. EXCEPT THE NORTH 182 FEET THEREOF.

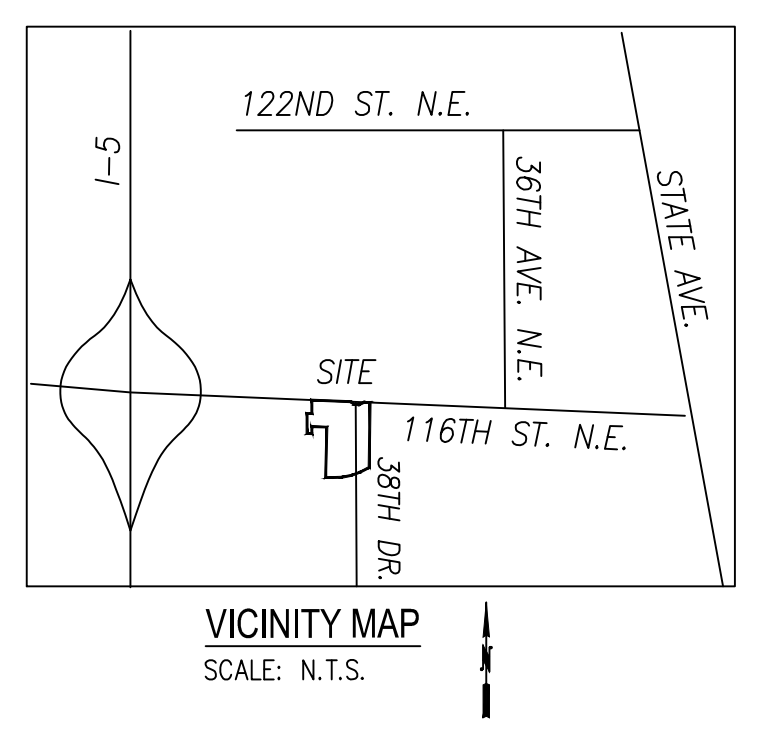
PARCEL I:
 THE EAST 113 FEET OF THE NORTH 266.67 FEET OF THE WEST 342 FEET OF THE EAST HALF OF THE NWQ OF THE SWQ OF SECTION 9, T30N, R5E OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON. EXCEPT THAT TRACT CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED UNDER RECORDING NO. 746344. ALSO EXCEPT THAT TRACT CONVEYED TO THE CITY OF MARYSVILLE BY STATUTORY WARRANTY DEED RECORDED JULY 19, 2006 AS RECORDING NO. 200607191132. ALSO EXCEPT COUNTY ROADS.

PARCEL II:
 THE EAST HALF OF THE NWQ OF THE SWQ OF SECTION 9, T30N, R5E, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTH OF TRACT OF LAND CONVEYED TO UNITED STATES OF AMERICA BY DEED RECORDED UNDER RECORDING NO. 746344. EXCEPT THE WEST 342 FEET. EXCEPT THE EAST 125 FEET. EXCEPT ANY PORTION LYING WITHIN THE PLAT OF BARKLY MANOR RECORDED IN VOLUME 35 OF PLATS ON PAGES 61 AND 62. EXCEPT THAT PORTION CONVEYED TO CITY OF MARYSVILLE, A MUNICIPAL CORPORATION BY DEED RECORDED JULY 19, 2006 UNDER RECORDING NO. 200607190843.

PARCEL III:
 LOTS 1 THROUGH 13, INCLUSIVE, OF BARKLY MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 35 OF PLATS, PAGES 61 AND 62, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. TOGETHER WITH THE PRIVATE ROAD DEPICTED ON SAID PLAT. EXCEPT THAT PORTION OF SAID LOT 1 AND THE PRIVATE ROAD CONVEYED TO CITY OF MARYSVILLE, A MUNICIPAL CORPORATION BY DEED RECORDED JULY 19, 2006 UNDER RECORDING NO. 00607190843. ALSO EXCEPT THAT PORTION OF SAID LOT 13 CONVEYED TO CITY OF MARYSVILLE, A MUNICIPAL CORPORATION BY DEED RECORDED JULY 19, 2006 UNDER RECORDING NO. 200607190770.

PROJECT TEAM
 CIVIL ENGINEER
 TERRAFORMA DESIGN GROUP, INC.
 5027 51ST AVENUE SW
 SEATTLE, WA 98136
 CONTACT: PEDRO DEGUZMAN, PE
 PHONE: (206) 923-0590
 EMAIL: pedro@twink.com

DEVELOPER
 SERJ DEVELOPMENTS MARYSVILLE, LLC
 1500 KATELLA AVENUE #5
 ORANGE, CA 92867
 CONTACT: JASMIN PATEL
 PHONE: (714) 455-9118



GOVERNING AGENCIES

GRADING, DRAINAGE, WATER, SEWER
 CITY OF MARYSVILLE
 COMMUNITY DEVELOPMENT DEPT.
 80 COLUMBIA AVENUE
 MARYSVILLE, WA 98270
 CONTACT: ANNE MILLER
 PHONE: (360) 363-8100

POWER
 SNOHOMISH COUNTY PUD
 CONTACT: DEBRA LAWSON
 PHONE: (425) 388-1178
 EMAIL: dalawson@snopud.com

GAS
 PUGET SOUND ENERGY
 CUSTOMER CONSTRUCTION
 PHONE: (888) 321-7779

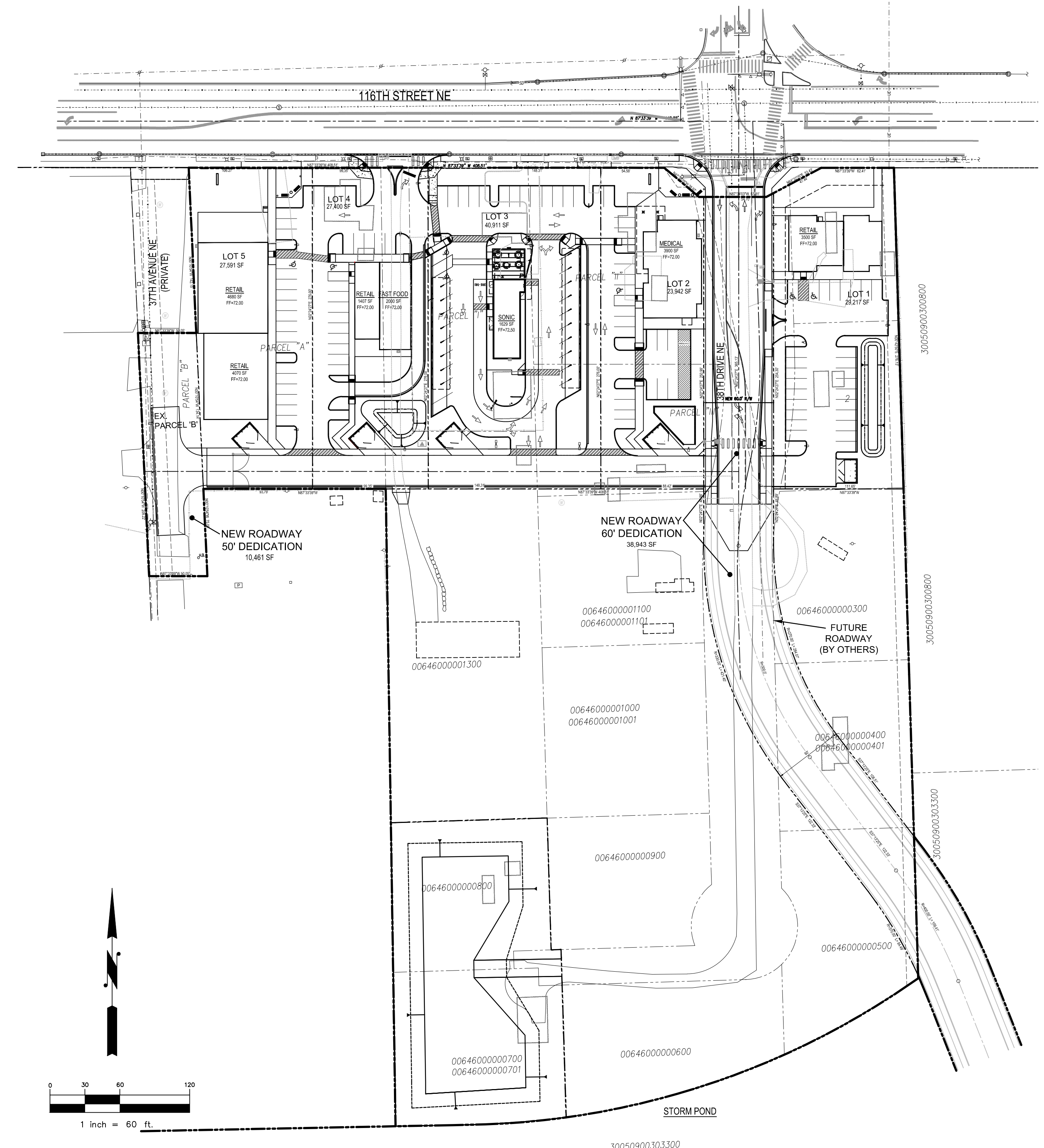
TELEPHONE
 VERIZON
 PHONE: (800) 483-4100

PROJECT DATA

SITE AREA: 174,631 (4.01 AC)
 DISTURBED AREA: 211,204 SF (4.85 AC)
 ZONING: CB - COMMUNITY BUSINESS
 (SAME FOR ALL NEIGHBORING LOTS)
 BUILDING SETBACK: 0' MIN. TO 116TH STREET
 0' MIN. TO SIDE STREET
 COMMERCIAL DEVELOPMENT AREA: 3.91 AC
 ONSITE LANDSCAPE AREA: 0.96 AC (24%)
 ONSITE IMPERVIOUS AREA: 3.05 AC (76%)
 MAX. ALLOWED IMPERVIOUS: 85%

EARTHWORK QUANTITIES

STRIP=	5327 BCY
CUT=	3527 BCY
FILL=	9532 BCY
* FOR PERMIT USE ONLY	



NOTE

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITH A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

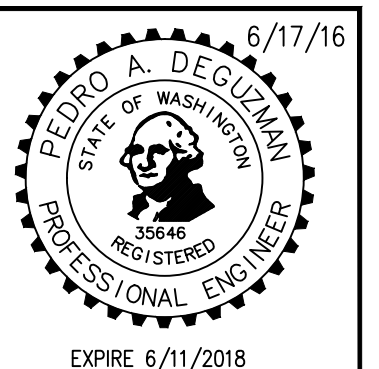
CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO CONFIRM EXISTING UTILITY INFORMATION.

CALL AT LEAST 2 WORKING DAYS BEFORE YOU DIG
CALL '811'

SITE MAP

CITY FILE# PA15-034
 APPROVED FOR CONSTRUCTION
 BY: _____ DATE: _____
 ENGINEERING SERVICES MANAGER
 * APPROVAL FOR 18 MONTHS FROM DATE OF SIGNATURE

T:\1-Terraforma\1-Projects\15012-SONIC-MARYSVILLE\1501201.dwg modified by Pedro at Jun 17, 2016 - 1:56pm



ASPHALT PAVING
DRIVE AISLES: 3" AC / 6" ROCK
PARKING: 2" AC / 4" ROCK

EX. RITEAID / SHOPPING CENTER

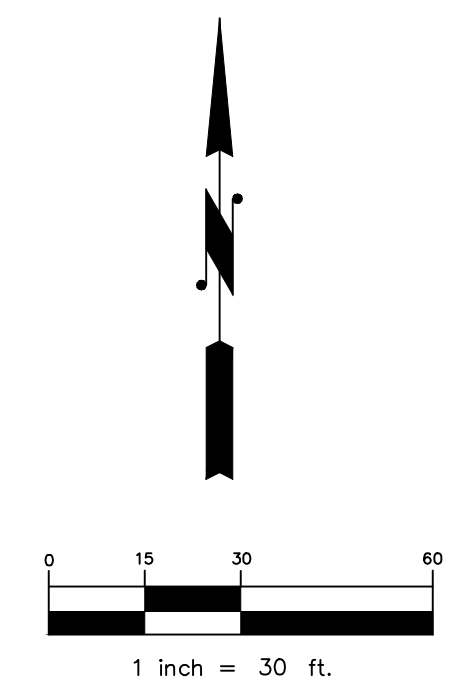
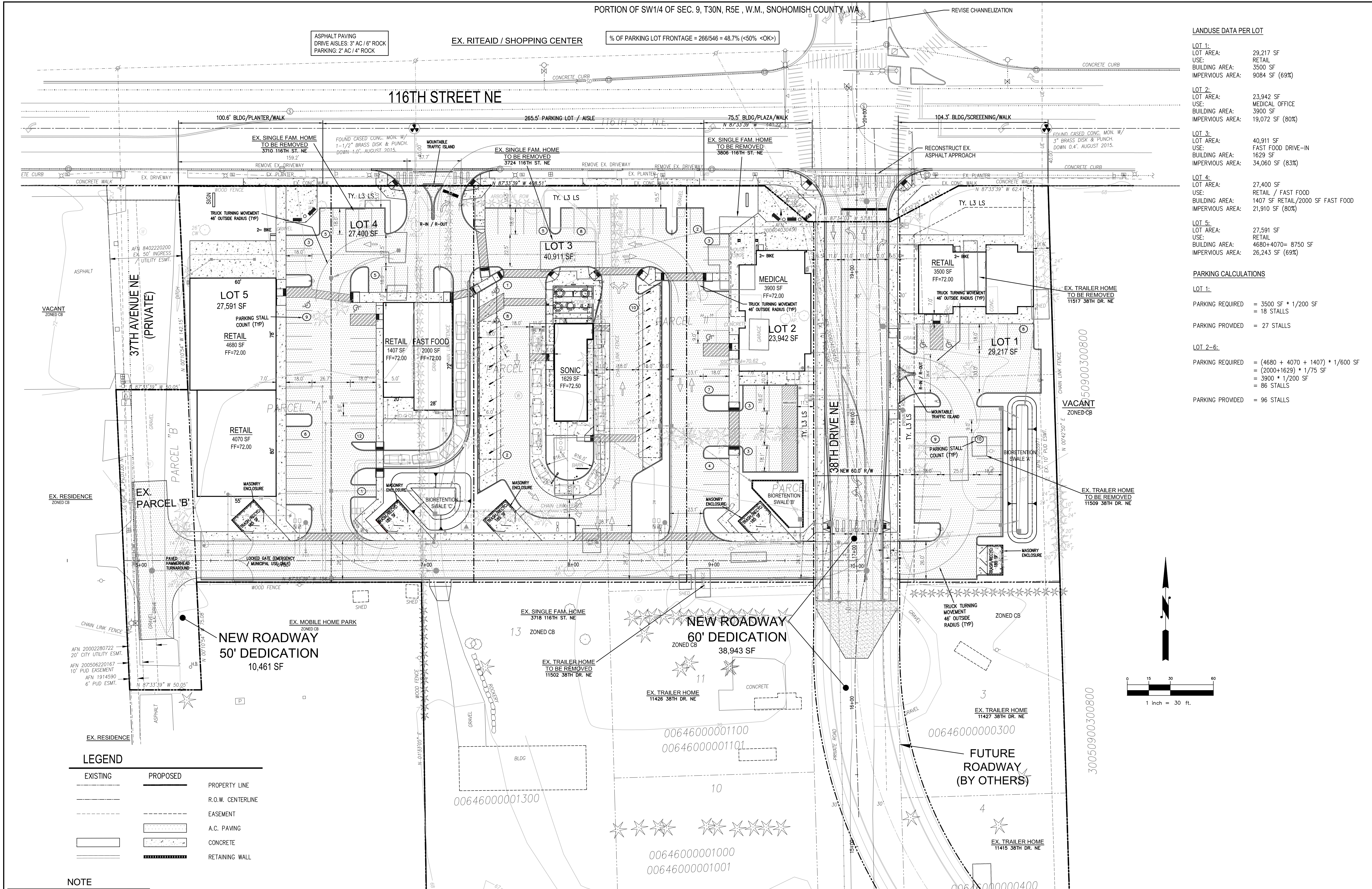
% OF PARKING LOT FRONTAGE = 268/546 = 48.7% (<50% <OK>)

LANDUSE DATA PER LOT

LOT 1:	29,217 SF
LOT AREA:	RETAIL
USE:	3500 SF
BUILDING AREA:	9084 SF (69%)
IMPERVIOUS AREA:	
LOT 2:	23,942 SF
LOT AREA:	MEDICAL OFFICE
USE:	3900 SF
BUILDING AREA:	19,072 SF (80%)
IMPERVIOUS AREA:	
LOT 3:	40,911 SF
LOT AREA:	FAST FOOD DRIVE-IN
USE:	1629 SF
BUILDING AREA:	34,060 SF (83%)
IMPERVIOUS AREA:	
LOT 4:	27,400 SF
LOT AREA:	RETAIL / FAST FOOD
USE:	1407 SF RETAIL/2000 SF FAST FOOD
BUILDING AREA:	21,910 SF (80%)
IMPERVIOUS AREA:	
LOT 5:	27,591 SF
LOT AREA:	RETAIL
USE:	4680+4070= 8750 SF
BUILDING AREA:	26,243 SF (69%)
IMPERVIOUS AREA:	

PARKING CALCULATIONS

LOT 1:	
PARKING REQUIRED	= 3500 SF * 1/200 SF = 18 STALLS
PARKING PROVIDED	= 27 STALLS
LOT 2-6:	
PARKING REQUIRED	= (4680 + 4070 + 1407) * 1/600 SF = 18 STALLS
PARKING PROVIDED	= 27 STALLS



LEGEND

EXISTING	PROPOSED	PROPERTY LINE
---	---	---
---	---	R.O.W. CENTERLINE
---	---	EASEMENT
---	---	A.C. PAVING
---	---	CONCRETE
---	---	RETAINING WALL

NOTE
THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITH A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.
CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO CONFIRM EXISTING UTILITY INFORMATION.

CALL AT LEAST 2 WORKING DAYS BEFORE YOU DIG
CALL '811'

APPROVED FOR CONSTRUCTION	APPROVED FOR CONSTRUCTION
BY: _____ DATE: _____ U.S. POSTAL SERVICE POST MASTER	BY: _____ DATE: _____ ENGINEERING SERVICES MANAGER
* APPROVAL FOR 18 MONTHS FROM DATE OF SIGNATURE	* APPROVAL FOR 18 MONTHS FROM DATE OF SIGNATURE

CITY FILE# PA15-034

TERRAFORMA
DESIGN GROUP, INC.
CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE
5027 51st Avenue SW Seattle WA 98136
phone 206.923.0599 website www.terraformdesigngroup.com

SONIC DRIVE-IN / SERJ DEVELOPMENTS
for SERJ DEVELOPMENTS MARYSVILLE, LLC
3606 116TH STREET NE MARYSVILLE, WA 98270

SHEET TITLE
SITE PLAN
SHEET NO.
C1.2
? OF

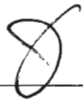
T:\1-Terraforma\1-Projects\15017-SONIC-MARYSVILLE\15017C01.dwg modified by Pedro at Jun 17, 2016 - 1:58pm

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2016

AGENDA ITEM:	
Interlocal Agreement Between City of Stanwood and the City of Marysville for Outdoor Video Services	
PREPARED BY:	DIRECTOR APPROVAL:
Lauren Woodmansee	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Interlocal Agreement	
BUDGET CODE:	AMOUNT:
	\$1,800.00
SUMMARY:	

The City of Stanwood has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Stanwood is hosting three free events on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present each film at a cost of \$600.00 per event, payable by the City of Stanwood.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Stanwood and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for:

1. Thursday, August 4, 2016
2. Thursday, August 25, 2016
3. Thursday, September 8, 2016

RECOMMENDED ACTION:
 Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Stanwood and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF STANWOOD
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 1, 2016 between the City of Stanwood, a Washington municipal corporation, herein after referred to as “STANWOOD” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of STANWOOD is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of STANWOOD and presented on August 4, 2016, August 25, 2016 and September 8, 2016; and

WHEREAS, the City of Stanwood is the owner of the property where the movie will be shown to the community for free; and

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

WHEREAS, the City of STANWOOD desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of STANWOOD to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

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

1. SCOPE OF SERVICES

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to STANWOOD as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of STANWOOD at least 48 hours before the event if it is not able to provide personnel and/ or equipment.

1. MARYSVILLE will provide OUT DOORVIDEO SERVICES to STANWOOD.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to STANWOOD. MARYSVILLE personnel will operate the video equipment

and vehicles.

B. STANWOOD will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The dates for video services (**FILMS**) will be:

1. Thursday, August 4, 2016
2. Thursday, August 25, 2016
3. Thursday, September 8, 2016

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

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

F. STANWOOD and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. STANWOOD, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on STANWOOD'S behalf those services as provided in this Agreement.

2. COMPENSATION / FEES

A. STANWOOD will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date for a total of \$1,800.00

B. STANWOOD will pay MARYSVILLE 25% of the event fee in the event STANWOOD cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill STANWOOD monthly and STANWOOD shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

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

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. STANWOOD will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of STANWOOD in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend STANWOOD, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, STANWOOD, or other person and all property owned or claimed by MARYSVILLE, STANWOOD, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or STANWOOD, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

INSURANCE

1. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
3. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

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

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

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

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

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

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION / TERMINATION / NOTICE / EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of STANWOOD:
10220 270th Street NW
Stanwood, WA 98292

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

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

MARYSVILLE:

Name: Lauren Woodmansee, Recreation Coordinator Phone Number: 360-363-8408

STANWOOD:

Name: A City of Stanwood official or employee to be named.

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

9. WAIVER

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

10. ENTIRE AGREEMENT

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

11. PRIVILEGES AND IMMUNITIES

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

12. THIRD PARTY BENEFICIARY STATUS

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

13. SEVERABILITY

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

14. APPROVAL AND FILING

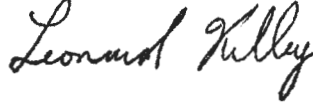
APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

CITY OF MARYSVILLE

CITY OF STANWOOD



JON NEHRING, Mayor

LEONARD KELLEY, Mayor

Date:

Date:

Attest

Attest:

SANDY LANGDON, City Clerk
Approved as to form:

Approved as to form: *Jan Burg, City Clerk*

JON WALKER City Attorney
Attorney for the City of MARYSVILLE

Grant Weed
GRANT WEED City Attorney
Attorney for City of STANWOOD

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2016

AGENDA ITEM: Local Agency State Funding Supplemental Agreement with WSDOT for Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave)	
PREPARED BY: Jeff Laycock, City Engineer	DIRECTOR APPROVAL: JL
DEPARTMENT: Engineering	
ATTACHMENTS: Vicinity Map Local Agency Project Prospectus Local Agency Supplemental Funding Agreement	
BUDGET CODE: 30500030.563000, M1505	AMOUNT: N/A

SUMMARY:

The City was awarded \$276,500 in state funds under the WSDOT Pedestrian and Bicycle Safety Program for the Grove Street Pedestrian and Bicycle Improvements project from State Avenue to Cedar Avenue.

Since this is a state funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of state funds.

At the September 14, 2015 Council meeting, Council authorized the Mayor to sign and execute the agreement and prospectus, thereby authorizing the City to recoup funds obligated for right-of-way. In order to obligate construction funding, the City must supplement the agreement as per the attached agreement and prospectus.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Local Agency State Aid Project Prospectus and Local Agency Supplemental Funding Agreement with WSDOT thereby securing construction funding for the Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave).



Grove Street (Cedar - State)

Vicinity Map

- Project Area
- Parcels
- School
- Railroad



Item 8 - 2
Printed: April, 2014



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENTCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.



**Local Agency Federal Aid
Project Prospectus**

Federal Aid Project Number	Prefix	Route	()	Date	05/25/2016
Local Agency Project Number	M1505	(WSDOT Use Only)		DUNS Number	076658673
				Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Grove Street Pedestrian and Bicycle Improvements		Start Latitude N 48d3'41"	Start Longitude W 122d10'37"		
		End Latitude N 48d3'40"	End Longitude W 122d10'49"		
Project Termini From-To State Avenue Cedar Avenue		Nearest City Name Marysville		Project Zip Code (+4) 98270-4328	
Begin Mile Post	End Mile Post	Length of Project 0.15 mile		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38, 39		Congressional District(s) 2		Urban Area Number 1

Phase	Total Estimated Cost	Local Agency Funding	Federal Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 32,000	\$ 32,000	\$ 0	01/2015	
R/W	\$ 77,000	\$ 0	\$ 77,000	09/2015	
Const.	\$ 390,875	\$ 191,375	\$ 199,500	07/2016	
Total	\$ 499,875	\$ 223,375	\$ 276,500		

Description of Existing Facility (Existing Design and Present Condition)

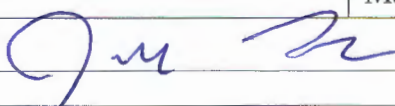
Roadway Width Varies	Number of Lanes varies between 2 and 4 lanes
-------------------------	---

Grove Street between State Ave and Cedar Ave varies in width from 2 to 3 lanes with a dedicated bus pullout for the CT park-and-ride, lacks connecting sidewalks, with a signal at State Ave and 4-way stop at Cedar Ave.

Description of Proposed Work

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

Project includes curb, gutter, sidewalk, curb extensions, bicycles lanes, and rail crossing improvements.

Local Agency Contact Person Jeff Laycock, PE	Title City Engineer	Phone (360) 363-8274	
Mailing Address 80 Columbia Ave	City Marysville	State WA	Zip Code 98270
Project Prospectus	By  Approving Authority		Date 6/8/16
	Title City Engineer		

Agency City of Marysville	Project Title Grove Street Pedestrian and Bicycle Improve	Date 05/25/2016
------------------------------	--	--------------------

Type of Proposed Work

Project Type (Check all that Apply)

- New Construction Path / Trail 3-R
 Reconstruction Pedestrian / Facilities 2-R
 Railroad Parking Other
 Bridge

Roadway Width
varies 40-60'Number of Lanes
varies 2-4

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial	<input checked="" type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input checked="" type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input checked="" type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30	30
Design Speed	30	35
Existing ADT	N/A	N/A
Design Year ADT	N/A	N/A
Design Year	N/A	N/A
Design Hourly Volume (DHV)	N/A	N/A

Performance of Work

Preliminary Engineering Will Be Performed By City Staff	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification

- Class I - Environmental Impact Statement (EIS) Class III - Categorical Excluded (CE)
 Project Involves NEPA/SEPA Section 404 Interagency Agreement Projects Requiring Documentation (Documented CE)
 Class III - Environmental Assessment (EA)
 Project Involves NEPA/SEPA Section 404 Interagency Agreements

Environmental Considerations

NEPA not required for State funding. The City has completed a SEPA. BNSF Railway resurfacing permit will be required prior to construction and will be secured by the contractor.

Agency City of Marysville	Project Title Grove Street Pedestrian and Bicycle Improve	Date 05/25/2016
------------------------------	--	--------------------

Right of Way

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

Utilities

<input type="checkbox"/> No utility work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract
<input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract

Railroad

<input type="checkbox"/> No railroad work required
<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input checked="" type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Existing utilities, either City owned or privately owned, may require relocation as part of the project. There are no known private utility relocations required. There are a few City owned utility relocations required that will be performed during construction. Improvements to the BNSF railroad crossing include resurfacing up to the track only.

FAA Involvement

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

Remarks

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

Agency City of Marysville

Date

By _____ Mayor/Chairperson



**Supplement - Local Programs
State Funding Agreement**

Agency City of Marysville		Supplement Number
Project Number HLP-PB15(005)	Agreement Number LA8785	1

This supplemental agreement is made and entered into
All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

Project Description No Change

Name Grove Street Pedestrian and Bicycle Improvements

Location Grove Street from Cedar Avenue to State Avenue

Description of Work No Change

Reason for Supplement

The agreement is being supplemented to obligate construction funds.

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
PE a. Agency	32000		32000	32000	
b. Other					
c. Other					
d. State					
e. Total PE Cost Estimate (a+b+c+d)	\$ 32,000.00	\$ 0.00	\$ 32,000.00	\$ 32,000.00	\$ 0.00
RW f. Agency	77000		77000		77000
g. Other					
h. Other					
i. State					
j. Total R/W Cost Estimate (f+g+h+i)	\$ 77,000.00	\$ 0.00	\$ 77,000.00	\$ 0.00	\$ 77,000.00
CN k. Contract		199500	199500		199500
l. Other TIB		139500	139500		
m. Other Agency non-part.		29375	29375	29375	
n. Other					
o. Agency		22500	22500	22500	
p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 390,875.00	\$ 390,875.00	\$ 51,875.00	\$ 199,500.00
r. Total Project Cost Estimate (e+j+q)	\$ 109,000.00	\$ 390,875.00	\$ 499,875.00	\$ 83,875.00	\$ 276,500.00

AGENCY

STATE

BY: _____

BY: _____

Director, Local Programs

Title: Mayor


Date: _____

Date: _____

Index #9

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11th, 2016

AGENDA ITEM: Project Acceptance – 2015 Biosolids Removal and Reuse Project	
PREPARED BY: Adam Benton, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Notice of Physical Completion Letter	
BUDGET CODE: 40230594.563000, S1504	AMOUNT: \$4,005,904.02

SUMMARY:

The 2015 Biosolids Removal and Reuse Project allowed for onsite dredging, screening and dewatering of 8,000 dry tons of biosolids from the City's Wastewater Treatment Plant's northern lagoon. The project also included the hauling and land application of the dewatered, screened biosolids to a Department of Ecology permitted beneficial use site.

City Council awarded the project to American Process Group, Inc. on September 28, 2015 in the amount of \$4,370,398.89 including a management reserve of \$218,519.94. The project was completed at a cost of \$4,005,904.02, which was \$364,494.87 or 8.34% below the original bid amount.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to accept the 2015 Biosolids Removal and Reuse Project, starting the 45-day lien filing period for project closeout.

**PUBLIC WORKS**Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284

June 24th, 2016

American Process Group
946 Boulder Boulevard
Stoney Plain, Alberta
T7Z 0E6 Canada

Subject: 2015 Biosolids Removal and Reuse – Notice of Physical Completion

Dear Bryan,

In accordance with Section 01700 of the Special Provisions, this project was considered physically complete as of Friday, June 24th, 2016. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with American Process Group on this project. I look forward to working with you in the future.

Sincerely,


A handwritten signature in black ink that reads "Adam Benton".

Adam Benton
Project Engineer

Index #10

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11th, 2016

AGENDA ITEM: Professional Services Agreement – Cedarcrest Pump Station Generator	
PREPARED BY: Adam Benton, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: 2 Original Copies of the Professional Services Agreement, Exhibit A - Scope of Services & Fees	
BUDGET CODE: 40230594.563000, W1602	AMOUNT: \$60,635.00

SUMMARY:

This Professional Services Agreement will provide the City with design, engineering, bidding support and construction oversight services for the Cedarcrest pump station generator. The recommended consultant for this work is Stantec Consulting Services Inc.. After following the City's consultant selection process for professional services, staff ultimately determined that Stantec Consulting Services Inc. was best-suited for this project.

It is staff's opinion that the negotiated fee of \$60,635.00 is fair and consistent with industry standard for the type of work at hand. In light of these facts, staff is confident that the City would be well-served by Stantec Consulting Services Inc. as it relates to this project.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and Stantec Consulting Services Inc. in the amount of \$60,635.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND STANTEC CONSULTING SERVICES INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Marysville, a Washington State municipal corporation (“City”), and Stantec Consulting Services Inc., a New York Corporation licensed to do business in Washington State (“Consultant”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the design of a stationary diesel fueled generator installation at the Cedarcrest Booster Pump Station, including electrical system modifications to connect the generator to the station via an automatic transfer switch as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope

thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on July 12th, 2016 and shall terminate at midnight, December 31st, 2017. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to

Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

No employees supplying work have ever been retired from a Washington state retirement system.

Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the

immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

WCH (initials) _____ (initials)

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits shall be as follows:**

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

\$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

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

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

d. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

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

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant 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 Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon

which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract 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, or at the sole discretion of the City, offset against funds due the Consultant from the City.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City

employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$60,635.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 NOTICES.

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

Adam Benton
Project Engineer
80 Columbia Avenue
Marysville, WA 98270

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

Darold Woodward
Senior Project Manager
11130 NE 30th Place, Suite 200
Bellevue, WA 98004

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

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

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to

conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 201__.

CITY OF MARYSVILLE

STANTEC CONSULTING SERVICES INC.

By _____
Jon Nehring, Mayor

By Bill Holladay
Bill Holladay, Principal

Approved as to form:

Jon Walker, City Attorney

Exhibit A
Scope of Services

Exhibit A Scope of Work

City of Marysville Cedarcrest Booster Pump Station Generator Upgrades

The City of Marysville is hereby referred to as “the City” and Stantec is referred to as “the Consultant.”

Project Description

This project involves the addition of a stationary electric generator at the Cedarcrest Booster Pump Station site at 7300 71st Avenue NE.

The project includes the design of a fixed diesel fueled generator installation along with electrical system modifications to connect the generator to the station via an automatic transfer switch. The generator will be specified as an integrated manufacturer’s package including a fuel tank from the manufacturer.

Project Deliverables

All draft and final deliverables are to be provided to the City in the following formats:

1. PDF documents suitable for printing and reproduction

The City will create and distribute additional copies of the deliverables as required.

Task 100 – Project Management

Services

The Consultant shall organize, manage, and coordinate the disciplines required to accomplish the services required for this project. The Consultant shall coordinate its work with efforts performed by City staff. The Consultant shall provide project management and contract administration services.

1. Prepare agendas and draft and final meeting notes and attend project team management meetings with City staff to be held every four weeks by telephone. The initial kickoff meeting will be held in person in City offices.
2. Prepare and attend internal project team meetings required for team communication and discussion of key issues/solutions. Minutes for the significant meetings will be kept.
3. Prepare monthly invoices and progress reports. Progress reports to include a description of completed work, upcoming work, and schedule and budget status.
4. Email communication with City on a weekly basis to address project status and issues and phone communication as needed regarding specific project tasks.

5. Manage internal staff and compliance with Stantec Project Management and Quality practices.

City Responsibilities

1. Attend Team meetings
2. Review and comment on draft meeting minutes
3. Review status memos and process invoices

Deliverables

1. Meeting agendas and notes, including revisions as required
2. Monthly invoices and progress reports as described above

Task 200 – Initial Design (30%)

The Consultant shall provide the following services for the initial design of the generator installations. Related services such as survey and geotechnical investigation, and preparation of a basis of design memorandum are included in this task.

Services

The Consultant shall provide the following services for the initial design generator services.

1. Review pump station history, operation, and equipment age with City staff to determine if other critical needs should be addressed during the upgrade.
2. Survey and geotechnical investigation to support structural design
3. Develop a basis of design memorandum documenting basic electrical, mechanical, and structural design choices and selections including electrical system configuration and other key project features.
4. Preliminary site plan layouts for the station

The survey effort includes the following elements:

- Survey tasks for field control and topographic surveying (including any traffic control and/or safety compliance requirements within City, County or State rights-of-way)
- Survey research
- Calculations
- Office support and base mapping
- Development of survey data for use in the preparation of digital terrain model and AutoCAD base map for the project based upon discussions with the City
- Horizontal and vertical control tied into local monumentation (Snohomish County, WSDOT, USCGS) and produced on Washington State Plane-North, NAD 83/91 for horizontal datum and NAVD 88 for vertical datum.
- Topographic survey to identify existing features features in the existing pump station sites for use as a base drawing for the design

The geotechnical investigation will include the following elements:

- Site investigation
- Drilling and soil sampling

City Responsibilities

Provide requested information to Consultant including and not limited to:

1. CAD and drawing standards, if applicable
2. Record drawings of the station electrical system configurations and control panels – as these are unavailable for some sites, we anticipate that the City will inquire with the original panel manufacturer to request drawings.
3. Record drawings of the station construction projects indicating underground elements of the existing station piping, electrical, and communications systems.

Deliverables

1. Basis of Design memorandum including engineer's opinion of probable construction costs
2. Survey field notes as required
3. Survey base CAD files to be used for design by the Consultant
4. Up to two legal description and drawing exhibits suitable for use in easement documents by the City
5. Geotechnical report

Assumptions

1. The City will request and arrange for private and City utility locates and locate marks on the site for inclusion in base mapping
2. This survey effort will not produce a recorded boundary survey.

Task 300 – Final Design (90% - Engineering Complete)

The Consultant shall provide the following services for the final design of the generator.

The anticipated drawing list for the project includes five sheets:

- Title/sheet list/location plan
- Structural Notes
- Electrical Legend
- Site plan and details including structural, electrical, and mechanical
- Electrical one line, control diagram and details

Services

The Consultant shall provide the following services for the final design.

1. Development of plans and drawings as listed
2. Development of technical specifications for the generator, fuel system, and other project equipment and features

3. Development of an engineer's opinion of probably construction cost

Deliverables

1. Final Design (90%) plans, specifications and engineer's opinion of probable construction costs

Assumptions

1. Landscape architecture design services and drawings are not included
2. Assistance with permitting is not included

Task 400 – Bidding Services

Services

The Consultant shall provide the following support services related to this task:

1. Produce final Issued for Bid plans and specifications
2. Prepare email responses to questions from bidders as required during the bid period
3. Bid evaluation assistance

Deliverables

1. PDF form technical specifications and plans
2. One original signed version of plans and specifications for City files

Assumptions

1. The City will prepare and insert required bidding and contract documents including the Instructions to Bidders and standard City Terms and Conditions.
2. Advertisement, reproduction, and distribution of plans and specifications to bidders will be performed by the City.

Task 500 – Construction Services

Services

The Consultant shall provide the following support services related to this task:

1. Review of shop drawings for the major equipment and materials specified for this project
 - a. Generator and fuel tank
 - b. Control panel PLC connection drawings
2. Review and assistance with responses to up to two Contractor RFIs
3. Construction observation:
 - a. We have included hours for on-site construction observation by a member of the Stantec construction observation group. This will include review of site earthwork, foundation during construction, and equipment installation.

- b. Each technical team member also will travel to the two sites for a final walk-through visit once construction is complete and prepare a construction punch-list.
 - c. Observation of Contractor demonstration of completed system including SCADA monitoring
4. Preparation of a set of record drawings based a revised set of the Consultant's original drawings. For features and information that was presented by the Contractor as part of shop drawings or equipment drawings, features on the record drawings will be marked as Superseded with an indication of where project record information is located.

Deliverables

1. Shop drawing review documents
2. RFI responses by email
3. Construction field reports
4. Preparation of punchlist items

Assumptions

1. Drawing revisions will not be required for RFI responses
2. At the City's option, specialty steel and concrete inspection and testing will be performed by others at the direction of the City.

PROJECT TITLE: City of Marysville Cedarcrest Booster PS Generator Upgrades

TASKS			Project Manager	Geologist/ Driller	Sr. Surveyor	Survey - Field	Survey - Office	CAD	Civil Engineer	Electrical Engineer	Structural Engineer	Mechanical Engineer	Construction Observation	QA/QC	Administrative
100 Project Management															
100.1 Project Management	36	\$5,320.00	16	0										4	16
<i>Subtotal</i>	36	\$5,320.00	16	0	0	0	0	0	0	0	0	0	0	4	16
200 Initial Design (30%)															
200.1 Site Survey - Cedarcrest PS	33	\$4,303.00			11	13	8							1	
200.2 Station operation and equipment review	18	\$3,176.00								8		8			2
200.3 Geotechnical Report	16	\$2,676.00		12							4				
200.4 Basis of Design Memo	34	\$5,448.00						4	4	6	4	4		4	8
200.5 Review Meeting	8	\$1,488.00								4		4			
200.6 Revise BoD Memo	10	\$1,860.00							2	2	2	2		2	
<i>Subtotal</i>	119	\$18,951.00	0	12	11	13	8	4	6	20	10	18	0	7	10
300 Final Design (90% - Engineering Complete)															
300.1 Design Development	84	\$13,808.00						24	4	16	20	4		8	8
300.2 Review Meeting	18	\$3,348.00								6	6	6			
<i>Subtotal</i>	102	\$17,156.00	0	0	0	0	0	24	4	22	26	10	0	8	8
400 Bidding Services															
400.1 Final IFB documents	20	\$3,032.00								4	4	4			8
400.2 Bidding assistance	6	\$1,116.00								2	2	2			
400.3 Bid evaluation assistance	6	\$1,116.00								2	2	2			
<i>Subtotal</i>	32	\$5,264.00	0	0	0	0	0	0	0	8	8	8	0	0	8
500 Construction Services															
500.1 Shop drawing review/RFIs	28	\$4,520.00								8	8	4			8
500.2 Construction observation	24	\$4,008.00								4	4	4	12		
500.3 Construction meetings with Contractor	8	\$1,488.00								8					
500.4 Startup and testing observation	4	\$744.00								4					
500.6 Prepare record drawings	22	\$3,184.00						12		2	2	2			4
<i>Subtotal</i>	86	\$13,944.00	0	0	0	0	0	12	0	26	14	10	12	0	12

LABOR COST TOTAL

\$60,635.00

Expenses	
Travel - mileage	\$125.00
Survey Field Expenses	\$180.00
Driller	\$1,000.00
Expenses Subtotal	\$1,305.00

PROJECT COST AND LABOR HOUR TOTALS	375	\$61,940.00	16	12	11	13	8	40	10	76	58	46	12	19	54
---	------------	--------------------	-----------	-----------	-----------	-----------	----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

Total Labor Rate / Hour	\$186.00	\$161.00	\$161.00	\$114.00	\$108.00	\$139.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$148.00	\$186.00	\$100.00
Total Labor Cost/Person	\$2,976	\$1,932	\$1,771	\$1,482	\$864	\$5,560	\$1,860	\$14,136	\$10,788	\$8,556	\$1,776	\$3,534	\$5,400	

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2016

AGENDA ITEM:	
Ordinance adopting amendments to the Marysville Municipal Code Section 14.01.050 related to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size for the proposed land division.	
PREPARED BY: Chris Holland, Planning Manager	DIRECTOR APPROVAL:
DEPARTMENT: Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. PC Recommendation, including: <ul style="list-style-type: none"> · Exhibit A – Recommended Amendments · Exhibit B – PC Public Hearing DRAFT Minutes 06.14.16 2. PC Workshop Minutes 03.08.16 3. Adopting Ordinance 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

MMC 14.01.050 *Sewer connection required*, requires sewer to be extended for any new land division, including but not limited to subdivisions, short subdivisions, and binding site plans if located within 200' of an existing sewer main. Beyond the 200' threshold, the owner/developer shall be required to extend the sewer to all occupied structures regardless of distance unless located within an unsewered urban enclave, or the land division proposes creation of no more than two lots. When two lots are proposed they must be able to have sewers in the future and be developed at urban densities with one of the proposed lots no larger than the minimum lot size necessary to accommodate on-site sewage treatment system required by the Snohomish Health District.

Community Development staff have been approached by property owners who have stated that the provision is problematic. What this provision requires is that one of the lots in the two lot land division can be no greater than 12,500 SF in size, which is the minimum lot size allowed by Snohomish Health District for construction of single-family residence on septic.

The intent of this provision is to ensure properties can develop at urban densities when sewer becomes available. However, in some instances this is not realistic, due to the location of existing single-family residences or other accessory structures on acreage parcel. The Planning Commission has recommended an amendment to MMC 14.01.050 that on a case-by-case-basis; the director may approve lots larger than 12,500 SF.

RECOMMENDED ACTION:
Affirm the Planning Commission's recommendation adopting amendments to Marysville Municipal Code 14.01.050 related to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size for the proposed land division.



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

PC Recommendation - Sewer Connection Required

The Planning Commission of the City of Marysville, having held a public hearing on June 14, 2016, in review of amendments relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size for the proposed land division by amending Marysville Municipal Code (MMC) Section 14.01.050, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

FINDINGS:

1. The Planning Commission held a public work session to review amendments relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size for the proposed land division by amending MMC 14.01.050 on March 8, 2016.
2. The proposed amendments to MMC 14.01.050 is exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. The Planning Commission held a duly-advertised public hearing on June 14, 2016.
4. No public comments were received on the DRAFT amendment relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size for the proposed land division, prior to the public hearing.

CONCLUSION:

At the public hearing, the Planning Commission recommended adoption of the amendments relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size for the proposed land division by amending MMC 14.01.050, as reflected in the Amendments attached hereto as **Exhibit A**, and as reflected in the Planning Commission Minutes, dated June 14, 2016, attached hereto as **Exhibit B**.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of Approval of the amendments to MMC 14.01.050 relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size for the proposed land division by the Marysville Planning Commission this 14th day of June, 2016.

By: _____

Steve Leifer, Planning Commission Chair

EXHIBIT A

Section 1. 14.01.050 Sewer connection required.

(1) The owner of any property within the city limits which is not connected to city sewer service shall be required to extend the sewer utility line which is within 200 feet of the structure to be served, as measured along the usual or most feasible route of access, and to connect to the same for all occupied structures on the property under any of the following circumstances:

(a) Upon construction of a building or structure which is designed for occupancy;
or

(b) Upon construction of any additions, alterations or repairs within any 12-month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or

(c) Upon any change in the occupancy classification of an existing building or structure on the property; or

(d) Upon the failure of the on-site sewage disposal system on the property; or

(e) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, and binding site plan. In the case of new land divisions, the 200-foot threshold shall apply. Beyond the 200-foot threshold, the owner shall be required to extend the sewer utility line to all occupied structures regardless of distance unless one of the following exceptions applies:

(i) The proposed subdivision is within an unsewered urban enclave which is defined as an area within an urban growth area in which, in the opinion of the director, connection to public sewer is not economically or technically feasible due to manmade or natural barriers although public sewer may have been extended near such area, and for which the city has certified that it cannot reasonably provide sewer service because of such barriers.

(ii) The land division application proposes creation of no more than two lots and in addition meets each of the following conditions:

(A) The design for the land division includes specific provisions for future accommodation of public sewers in a manner which will allow for future development at appropriate urban densities. The director may require dry sewers and side sewer stub outs;

(B) The land division is configured in a manner which, in the opinion of the director, provides reasonable assurance that subsequent redevelopment will be at minimum or greater than minimum urban densities as outlined in the city's comprehensive plan when sewer becomes available;

(C) One of the proposed new lots is no larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District; however, on a case-by-case basis, the director may approve lots larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District, if in the determination of the director the applicant meets the intent of subsections (A) & (B) of this section; and

(D) The director includes as a condition of approval a prohibition of further subdivision or short subdivision of the property until public sewer becomes available.

(2) Approval of any land division application utilizing the exception in subsection (1) of this section is contingent upon submittal of a legally binding agreement with the city, which must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and successors in interest agree to participate without protest in any sewer local improvement district (LID) or utility local improvement district (ULID), including agreement to pay any connection fees and monthly charges assessed by the city, LID or ULID. Nothing in this section shall be construed to limit the ability of the applicant or any successor in interest to challenge the amount of any assessment.

EXHIBIT A

(3) The owner of any property outside of the city limits, but within the utility service area, which is connected to public water service as required in MMC 14.01.040(1) shall be required to extend the city's sanitary sewer and connect to the same for all occupied structures on the property only if such structures, or any of them, are within 200 feet of the existing sanitary sewer, as measured along the usual and most feasible route of access, and only under the following circumstances:

(a) Upon construction of a building or structure which is designed for occupancy;
or

(b) Upon construction of any additions, alterations or repairs within any 12-month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or

(c) Upon any change in the occupancy classification of an existing building or structure on the property; or

(d) Upon the failure of the on-site sewage disposal system on the property; or

(e) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, and binding site plan. In the case of new land divisions, the 200-foot threshold shall apply. Beyond the 200-foot threshold, the owner shall be required to extend the sewer utility line to all occupied structures regardless of distance unless one of the following exceptions applies:

(i) The proposed subdivision is within an unsewered urban enclave which is defined as an area within an urban growth area in which, in the opinion of the director, connection to public sewer is not economically or technically feasible due to manmade or natural barriers although public sewer may have been extended near such area, and for which the city has certified that it cannot reasonably provide sewer service because of such barriers.

(ii) The land division application proposes creation of no more than two lots and in addition meets each of the following conditions:

(A) The design for the land division includes specific provisions for future accommodation of public sewers in a manner which will allow for future development at appropriate urban densities. The director may require dry sewers and side sewer stub outs;

(B) The land division is configured in a manner which, in the opinion of the director, provides reasonable assurance that subsequent redevelopment will be at minimum or greater than minimum urban densities as outlined in the city's comprehensive plan when sewer becomes available;

(C) One of the proposed new lots is no larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District; however, on a case-by-case basis, the director may approve lots larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District, if in the determination of the director the applicant meets the intent of subsections (A) & (B) of this section; and

(D) The director includes as a condition of approval a prohibition of further subdivision or short subdivision of the property until public sewer becomes available.

(4) Approval of any building permit or land division application utilizing the exception in subsection (3) of this section is contingent upon submittal of a legally binding agreement with the city, which must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and successors in interest agree to participate without protest in any sewer local improvement district (LID) or utility local improvement district (ULID), including agreement to pay any connection fees and monthly charges assessed by the city, LID or ULID. Nothing in this section shall be construed to limit the ability of the applicant or any successor in interest to challenge the amount of any assessment.

EXHIBIT A

(5) Approval of any building permit or land division approval utilizing the exception in subsection (3) of this section is contingent upon submittal of a legally binding annexation agreement as established in MMC 14.32.040(2). The annexation agreement must be recorded with the property records of the Snohomish County and in a form acceptable to the director, in which the property owner and all successors in interest agree to annexation of the property to the city when proposed.

(6) The city land use hearing examiner shall have the authority to grant variances from subsections (1) and (3) of this section. Applications for such variances shall be filed, in writing with the director, together with a filing fee of \$200.00. The applicant shall be given 10 days' notice of the date on which the hearing examiner shall consider the variance. The hearing examiner is authorized to issue such variances only if it is found that a literal enforcement of this chapter would cause practical difficulties or unnecessary hardships. No such variance shall be authorized unless the examiner finds that all of the following facts and conditions exist:

(a) That there are exceptional or extraordinary circumstances or conditions applying to the subject property or as to the intended use thereof that do not apply generally to other properties in the same vicinity;

(b) That such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same vicinity;

(c) That the authorization of such variance will not be materially detrimental to the public interest, welfare of the environment;

(d) That the granting of such variance will not be inconsistent with the long-range plans of the city utility system, or jeopardize utility availability for properties within city limits;

(e) That the granting of such variances will not conflict with the city's annexation policies as adopted by resolution.

PLANNING
COMMISSION



MINUTES

June 14, 2016

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the June 14, 2016 meeting to order at 7:00 p.m. and noted that there was no one in the audience.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards, Tom Thetford, Brandon Whitaker

Staff: Planning Manager Chris Holland, Community Development Director Dave Koenig

Absent: None

APPROVAL OF MINUTES

May 24, 2016

Chair Leifer had the following corrections:

Page 1, under Call to Order, “. . . ~~absence~~ **audience.**”

Page 3, “. . . would be included along as ~~well~~ with the other narrative.”

Page 4, 3rd paragraph, 2nd sentence, “. . . gets its enabling ~~legislature~~ **legislation** from the State.”

Commissioner Richards requested that his absence be noted as excused since he had called in ahead of time.

Motion made by Commissioner Smith, seconded by Commissioner Andes, to approve the May 24, 2016 Meeting Minutes as amended. **Motion** passed (6-0) with Commissioner Richards abstaining as he was absent at the May 24 meeting.

PUBLIC HEARING

Code Amendment – MMC 14-01.050 Sewer Connection Required

Chris Holland stated that the City has gotten comments from property owners down in the south end regarding sewer not being available for some of the large lots there. Currently the code requires that if you are more than 200 feet away from sewer you can do a short plat, but you are required to have one of the lots a minimum of 12,500 square feet or the minimum square footage that it would take for a septic system. The City has received comments saying this is problematic because of the layout of certain lots. Staff is proposing language that would allow the director to approve lots larger than 12,500 square feet on a case-by-case basis based on site conditions, but the applicant would still need to comply with the other regulations.

Director Koenig explained how this provides flexibility for people depending on where their houses are situated on the property. He reiterated that applicants still have to show that the property can be subdivided and go through the short plat process.

Chair Leifer asked about if the reason for the size restriction is to maximize the density for infill. Planning Manager Holland affirmed that it is. Chair Leifer asked if the City requires the property owners in other zones to limit the size of a lot so that they don't put in less than that number of lots on an acre (for example, 6.5 lots/acre in 6.5 zoning). Director Holland responded that they do not.

The public hearing was opened at 7:18 p.m. Seeing no one present in the audience and no comments, the hearing was closed at 7:18 p.m.

Motion made by Commissioner Richards, seconded by Commissioner Smith, to recommend that this be forwarded to Council. **Motion** passed unanimously (7-0).

AUDIENCE PARTICIPATION

None

HOUSING 101 PRESENTATION

Kristina Gallant, Alliance for Housing Affordability

Ms. Gallant explained she is a planner and an advocate for housing as an important issue. She discussed why housing is important and reviewed some of the challenges associated with homelessness. She noted that "affordable" means different things to different people. She explained the concept of cost burden where a household shouldn't spend more than 30% of its income on rent or home ownership. Severe cost burden is where a household spends more than 50% of its income on rent or home ownership. She reviewed the housing continuum and different types of housing available to people at different income levels. The income distribution in Marysville is similar to Snohomish County in general.

People: 55% of Marysville renter households earn less than the minimum income needed to pay the median rent, and 25% of Marysville homeowners earn less than what is required to buy the median home. In Marysville, the portion of renters has been stable since 2010. Ms. Gallant reviewed example household scenarios and how they have been helped with a Housing Choice Voucher.

Properties: Ms. Gallant reviewed who provides different kinds of housing for different income levels. There are two major types of housing assistance – subsidized or work force. Subsidized housing refers to ongoing subsidies serving the lowest income households. Workforce is where rents are set at an affordable level typically serving people earning around 50% of the median income. There are a lot of providers providing both of those types of housing.

She discussed barriers for housing providers getting into the affordable housing scene. Challenges include: federal funding, limitations in grant requirements, risks in grant timing, fewer local funding sources, competition with neighboring counties, and local capacity limits. Although a lot of the activity that influences housing affordability happens at the state and federal level, there are important things that happen at the local level. Some of those include minimizing development barriers, matching housing needs, expanding assisted housing supply, and preserving assets. Ms. Gallant noted that www.housingallies.org is the Housing Alliance website where people can go for more information.

Questions/Comments:

Chair Leifer referred to a slide that represented some of the funding benefits that went along with projects such as tax exemption. He asked if this only applies to projects that are identified as “affordable.” Ms. Gallant replied that it does. She explained that it is determined by income and not by cost burden. She noted that most affordable housing projects in Snohomish County put a cutoff at around 50% of median income. Chair Leifer asked who determines whether a project is eligible for the 4% tax credits. Ms. Gallant replied that whoever has the money makes those decisions. For the 4% tax credit, the feds set the amount of tax credit by state with basic requirements, and then each state adds more requirements on how you can qualify for the state credits.

Director Koenig stated that the State Housing Finance Commission is the organization that allocates the tax credits which can be 4 or 6%. The lower the income target you have the higher the number of points you get. Chair Leifer asked if the local municipality has any input. Director Koenig noted that there is usually a letter sent to the Mayor asking for comment if it’s in the jurisdiction. They also ask if the project is allowed by zoning, and if it’s consistent with the consolidated plan that the city puts together.

Ms. Gallant noted that Snohomish County hasn’t been performing as well with some of the more competitive funding sources. It seems to be explained partially by some policies that are more challenging for Snohomish County in particular. The Alliance has

been talking to them about an arbitrarily high minimum requirement for what counts as a local funding commitment in order to get points compared to some of the other counties.

Director Koenig discussed the concept of “over-housing” in public housing versus Section 8 vouchers.

Chair Leifer asked if the local jurisdiction has the authority to give a thumbs-up or a thumbs-down to any of the funding sources. He noted that the City of Marysville has limited where the 10-year property tax credit can be used in the City. Chair Holland affirmed that it has been enacted for the downtown area where the City wants to encourage that kind of development. Director Koenig reviewed an example of how Everett handled their tax credit regulations to get the development they wanted.

Commissioner Richards asked about plans for affordable housing in Marysville. Planning Manager Holland explained there are three affordable housing projects that have been built in Marysville over the last four years that received tax credits. Those are the Quilceda Creek Apartments, Villas, and a Vintage housing project. The City is working on a house with the Everett Gospel Mission on a pilot program to work with homeless individuals who are transitioning into housing. Director Koenig noted that Housing Hope is proposing a 50-unit project north of Twin Lake Park. Planning Manager Holland added that there was one subdivision in the City built several years ago that took advantage of incentives so they were able to get more lots in their subdivision by providing some affordable rent/ownership housing. Director Koenig also commented that Habitat for Humanity has been active in Marysville and has a project in the works now.

Chair Leifer referred to the subdivisions that took advantage of incentives and asked if those houses have to be sold in perpetuity to buyers who qualify with the median income. Planning Manager Holland affirmed that they do. Director Koenig added that Habitat for Humanity homes also have a cap on what people can earn in equity so the homes can be affordable to the next homeowner. There was discussion about the interaction between income levels, subsidies, cost burdens, and personal choices.

Commissioner Hoen said he thought from prior discussions that Marysville had a higher-than-average number of low income households. Ms. Gallant wasn't sure off the top of her head, but noted that Marysville does have a lower median income than other places.

Commissioner Hoen brought up the conflict of interest between the City's need for low income housing and its need for a better tax base. Ms. Gallant acknowledged that it is a question of balance.

Commissioner Whittaker asked what the disadvantages are that Snohomish County has versus King County when it comes to funding. Ms. Gallant replied that there is a *lot* more available money in King County. Some funding sources have separate pools for King County, which can make it easier for builders in King County. Commissioner Richards asked where King County gets its money. Director Koenig replied that King

County has increased property taxes in order to build housing. They use that to get matching funding. They also get more federal funding because of the size of the city. Additionally, the Finance Commission allocates higher costs per unit to projects built in King County than those built in Snohomish County even though construction costs are essentially the same.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Andes, to adjourn the meeting at 8:30 p.m. **Motion** passed unanimously.

NEXT MEETING: June 28, 2016

Laurie Hugdahl, Recording Secretary

PLANNING COMMISSION



MINUTES

March 8, 2016

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the March 8, 2016 meeting to order at 7:00 p.m. noting there was no one in the audience.

Marysville

Chairman: Steve Leifer

Commissioners Present: Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards, Tom Thetford

Commissioners Absent: Steven Lebo

Staff: Planning Manager Chris Holland; Community Development Director Dave Koenig; Parks, Recreation, and Cultural Arts Director Jim Ballew

APPROVAL OF MINUTES

Tuesday, October 13, 2015

Commissioner Hoen stated he would be abstaining from the vote as he wasn't at the October 13 meeting.

Motion made by Commissioner Smith, seconded by Commissioner Richards, to approve the October 13, 2015 Meeting Minutes as presented. **Motion** passed (5-0) with Commissioner Hoen abstaining.

AUDIENCE PARTICIPATION

None

NEW BUSINESS

A. Chairman and Vice Chairman Nominations

Motion made by Commissioner Smith, seconded by Commissioner Richards, to continue with Steve Leifer as Chair and Jerry Andes as Vice Chair. **Motion** passed unanimously (6-0).

B. Waterfront Park and Ebey Waterfront Trail DRAFT Plan

Parks, Recreation, and Cultural Arts Director Jim Ballew commented that the City received a grant from the Recreation Conservation Office and will be pursuing development of the first phase of the Ebey Waterfront Trail which will allow access to the Qwuloolt restoration site. This will be happening in the next year. As a result of that the City will be focusing on a plan to develop a year-round park environment with recreational opportunities throughout and surrounding the Qwuloolt restoration area including public access, continuation of trails, and development of the City's waterfront. The City contracted with a landscape architect out of Portland, Oregon who has a history of doing some unique, key projects for Portland, Oregon; Vancouver, Washington; and Bend, Oregon.

Topics covered included the Qwuloolt restoration site and the trails around it as well as the downtown waterfront area parks plan:

- Olympic View Park Concept Plan – This includes ADA trail access, light watercraft vehicular drop off, play area and restroom, a parking area, breach overlook, light watercraft launch and an optional boardwalk.
- Harbor View Park – The focus here will be to create more parking, move the playground, and create more open space and community shelters.
- Trail with Sunnyside Boulevard Section – This is a trail with a natural scenic outlook.
- Crane/Rose Properties Concept Plan – This property was acquired through a Conservation Futures Grant. It is a great opportunity to connect to Jennings Park and would provide a boardwalk/loop within the trail system. There is an opportunity to build a picnic area, an outlook lab, and potential education center. There is a potential opportunity to connect the trail with bridging to Sunnyside Blvd.
- Ebey Waterfront Trail – There is a possibility of a tied arch bridge and a boardwalk, interpretive features, shade structures, overlook, outdoor classroom/picnic area, and light watercraft mooring. Ideas to mask the wastewater treatment plant from the trail include: an artisan chain link, a welded wire mesh fence, or vines on a chain link fence. Commissioner Thetford asked if there are plans to reach to the other side of the breach. Director Ballew replied that there are not because it is a living breach, the Tribes and the Corps of Engineers are not interested, and it would be very expensive. Staff is also proposing an overwater fishing platform. Options for getting back to the waterfront park are being considered such as access underneath the bridge.

Phases of the trails throughout the restoration site include:

1. Western Breach
2. Olympic View Park
3. Levee Trail
4. Sunnyside Blvd
5. Crane Property
6. Harbor View Park Improvements

There is a focus on ecotourism in this area with the opportunity to become a destination spot for water sports. Ideas for uses include: a light watercraft center, paddling and adaptive paddling, traditional fishing and nets; and decks, docks, and pilings to provide shoreline public access. There is currently a pond at the waterfront park. The design under consideration would include: waterfront boardwalk, kayak rental, overlook of tidal gate, boardwalk promenade and event space, flexible lawn space, event lawn for stage and hillside amphitheater, modified boat basin for light watercraft casting, light watercraft center and flexible community event space, masking of railroad corridor, light watercraft launch with universal accessibility, floating deck, floating picnicking and/or concessions, potential farmers market location, sculptural play area, stormwater treatment with interpretive outlook, boat basin overlook, picnic area, a water feature, and a waterfront trail connection. Examples of potential designs for a light waterfront center were shown. Commissioner Richards asked if staff had considered a restaurant in the waterfront center. Director Ballew explained a restaurant had been considered in a different area. The cost for the waterfront park is coming in at \$20 million. The trail system is coming in at \$11-12 million. Discussion of final plans will be coming soon.

Comments and Questions:

Commissioner Hoen asked if handicapped access is being considered. Director Ballew affirmed that there is a strong emphasis on ADA access throughout the design. Commissioner Hoen asked if canoes would be able to be into the restoration site area. Director Ballew replied it is possible, but challenging due to the tides. The Tribes appear to be fine with non-motorized boats, but not motorized boats. He explained that the Qwuloolt restoration project is unique because it is a Tribal project, but it is in city limits. Commissioner Hoen asked if the Nisqually boardwalk was a tribal or state project. Community Development Director Koenig explained that Nisqually was a combination of partnerships.

Chair Leifer asked what the annual park impact fees are per year. Director Ballew replied it averages between \$160,000 and \$210,000 per year. He discussed possible grant opportunities throughout the state.

Commissioner Thetford asked if it would be possible to phase the marina/boathouse area. Director Ballew thought it was possible and noted that could help with funding.

Commissioner Hoen asked if the mitigation against the Marysville shopping center is part of this. Director Ballew replied it is not.

C. Code Amendment – MMC 14.01.050 Sewer connection required

Planning Manager Chris Holland explained that in the sewer code you are required to extend sewer when you are located within 200 feet of a sewer line. When you are over 200 feet you do not have to connect if certain criteria apply. Staff is proposing two options:

- Option 1: Amend subsection (C) so that on a case-by-case basis, the director may approve lots larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by Snohomish Health District, if in the determination of the director the applicant meets the intent of subsections (A) & (B) of this section.
- Option 2: Eliminate subsection (C) in its entirety.

Community Development staff does not have a recommendation on the two options at this time.

Chair Leifer asked about the reason for the 12,500 lot size. Planning Manager Holland replied it was to provide for maximization of the land.

Commissioner Thetford asked if the Health District would make the determination on suitable soils. Planning Manager Holland replied that they would. Commissioner Thetford suggested just including the minimum size and the proviso that sizing constraints have to be accommodated. Planning Manager Holland thought it already said that. Community Development Director Koenig explained there have been some situations that have come up which is why this is an issue.

Chair Leifer stated he would like to have time to review this before discussing it further. Chris Holland indicated he might be able to provide the audio from the 2009 meeting where this was discussed for the Commission's information. There was consensus to put this on the agenda for the next meeting for discussion purposes.

OLD BUSINESS

CITY COUNCIL AGENDA ITEMS AND MINUTES

NEXT MEETING – March 22, 2016

- A. State Avenue Corridor Subarea Plan
- B. Lakewood Neighborhood Master Plan

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Thetford, to adjourn the meeting at 8:15 p.m. **Motion** passed unanimously (6-0).



Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO EXEMPTIONS FROM EXTENDING SEWER TO ANY NEW LAND DIVISION LOCATED GREATER THAN 200 FEET FROM A SEWER MAIN AND THE MAXIMUM LOT SIZE FOR THE PROPOSED LAND DIVISION BY AMENDING SECTION 14.01.050 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code; and

WHEREAS, during public meetings on March 8, 2016, the Planning Commission discussed proposed amendments to MMC 14.01.050 relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size from the proposed land division; and

WHEREAS, on June 14, 2016 the Planning Commission held a duly-advertised public hearing; and

WHEREAS, on June 14, 2016 the Planning Commission made a Recommendation to City Council recommending amendments to MMC 14.01.050 relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size from the proposed land division; and

WHEREAS, at a public meeting on July 11, 2016 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and proposed amendments to MMC 14.01.050 relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size from the proposed land division; and

WHEREAS, the Marysville City Council finds that it is in the best interest of the community to adopt amendments to MMC 14.01.050 relating to exemptions from extending sewer to any new land division located greater than 200 feet from a sewer main and the maximum lot size from the proposed land division;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MARYSVILLE AS FOLLOWS:

Section 1. Amendment of Municipal Code. MMC Section 14.01.050, entitled "Sewer connection required," is hereby amended as follows:

14.01.050 Sewer connection required.

(1) The owner of any property within the city limits which is not connected to city sewer service shall be required to extend the sewer utility line which is within 200 feet of the structure to be served, as measured along the usual or most feasible route of access, and to connect to the same for all occupied structures on the property under any of the following circumstances:

(a) Upon construction of a building or structure which is designed for occupancy; or

(b) Upon construction of any additions, alterations or repairs within any 12-month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or

(c) Upon any change in the occupancy classification of an existing building or structure on the property; or

(d) Upon the failure of the on-site sewage disposal system on the property; or

(e) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, and binding site plan. In the case of new land divisions, the 200-foot threshold shall apply. Beyond the 200-foot threshold, the owner shall be required to extend the sewer utility line to all occupied structures regardless of distance unless one of the following exceptions applies:

(i) The proposed subdivision is within an unsewered urban enclave which is defined as an area within an urban growth area in which, in the opinion of the director, connection to public sewer is not economically or technically feasible due to manmade or natural barriers although public sewer may have been extended near such area, and for which the city has certified that it cannot reasonably provide sewer service because of such barriers.

(ii) The land division application proposes creation of no more than two lots and in addition meets each of the following conditions:

(A) The design for the land division includes specific provisions for future accommodation of public sewers in a manner which will allow for future development at appropriate urban densities. The director may require dry sewers and side sewer stub outs;

(B) The land division is configured in a manner which, in the opinion of the director, provides reasonable assurance that subsequent redevelopment will be at minimum or greater than minimum urban densities as outlined in the city's comprehensive plan when sewer becomes available;

(C) One of the proposed new lots is no larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District; however, on a case-by-case basis, the director may approve lots larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District, if in the determination of the director the applicant meets the intent of subsections (A) & (B) of this section; and

(D) The director includes as a condition of approval a prohibition of further subdivision or short subdivision of the property until public sewer becomes available.

(2) Approval of any land division application utilizing the exception in subsection (1) of this section is contingent upon submittal of a legally binding agreement with the city, which must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and successors in interest agree to participate without protest in any sewer local improvement district (LID) or utility local improvement district (ULID), including agreement to pay any connection fees and monthly charges assessed by the city, LID or ULID. Nothing in this section shall be construed to limit the ability of the applicant or any successor in interest to challenge the amount of any assessment.

(3) The owner of any property outside of the city limits, but within the utility service area, which is connected to public water service as required in MMC 14.01.040(1) shall be required to extend the city's sanitary sewer and connect to the same for all occupied structures on the property only if such structures, or any of them, are within 200 feet of the existing sanitary sewer, as measured along the usual and most feasible route of access, and only under the following circumstances:

(a) Upon construction of a building or structure which is designed for occupancy; or

(b) Upon construction of any additions, alterations or repairs within any 12-month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or

(c) Upon any change in the occupancy classification of an existing building or structure on the property; or

(d) Upon the failure of the on-site sewage disposal system on the property; or

(e) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, and binding site plan. In the case of new land divisions, the 200-foot threshold shall apply. Beyond the 200-foot threshold, the owner shall be required to extend the sewer utility line to all occupied structures regardless of distance unless one of the following exceptions applies:

(i) The proposed subdivision is within an unsewered urban enclave which is defined as an area within an urban growth area in which, in the opinion of the director, connection to public sewer is not economically or technically feasible due to manmade or natural barriers although public sewer may have been extended near such area, and for which the city has certified that it cannot reasonably provide sewer service because of such barriers.

(ii) The land division application proposes creation of no more than two lots and in addition meets each of the following conditions:

(A) The design for the land division includes specific provisions for future accommodation of public sewers in a manner which will allow for future development at appropriate urban densities. The director may require dry sewers and side sewer stub outs;

(B) The land division is configured in a manner which, in the opinion of the director, provides reasonable assurance that subsequent redevelopment will be at minimum or greater than minimum urban densities as outlined in the city's comprehensive plan when sewer becomes available;

(C) One of the proposed new lots is no larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District; however, on a case-by-case basis, the director may approve lots larger than the minimum lot size necessary to accommodate an on-site sewage treatment system with the reserve area required by the Snohomish Health District, if in the determination of the director the applicant meets the intent of subsections (A) & (B) of this section; and

(D) The director includes as a condition of approval a prohibition of further subdivision or short subdivision of the property until public sewer becomes available.

(4) Approval of any building permit or land division application utilizing the exception in subsection (3) of this section is contingent upon submittal of a legally binding agreement with the city, which must be recorded with the property records of Snohomish County and in a form acceptable to the director, in which the property owner and successors in interest agree to participate without protest in any sewer local improvement district (LID) or utility local improvement district (ULID), including agreement to pay any connection fees and monthly charges assessed by the city, LID or ULID. Nothing in this section shall be construed to limit the ability of the applicant or any successor in interest to challenge the amount of any assessment.

(5) Approval of any building permit or land division approval utilizing the exception in subsection (3) of this section is contingent upon submittal of a legally binding annexation agreement as established in MMC 14.32.040(2). The annexation agreement must be recorded with the property records of the Snohomish County and in a form acceptable to the director,

in which the property owner and all successors in interest agree to annexation of the property to the city when proposed.

(6) The city land use hearing examiner shall have the authority to grant variances from subsections (1) and (3) of this section. Applications for such variances shall be filed, in writing with the director, together with a filing fee of \$200.00. The applicant shall be given 10 days' notice of the date on which the hearing examiner shall consider the variance. The hearing examiner is authorized to issue such variances only if it is found that a literal enforcement of this chapter would cause practical difficulties or unnecessary hardships. No such variance shall be authorized unless the examiner finds that all of the following facts and conditions exist:

(a) That there are exceptional or extraordinary circumstances or conditions applying to the subject property or as to the intended use thereof that do not apply generally to other properties in the same vicinity;

(b) That such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same vicinity;

(c) That the authorization of such variance will not be materially detrimental to the public interest, welfare of the environment;

(d) That the granting of such variance will not be inconsistent with the long-range plans of the city utility system, or jeopardize utility availability for properties within city limits;

(e) That the granting of such variances will not conflict with the city's annexation policies as adopted by resolution.

Section 2. 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 form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #12

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 6.24 OF THE MUNICIPAL CODE, DEFINING PUBLIC NUISANCES AND UPDATING DEFINITIONS.

WHEREAS, the Mayor, City Council, and city staff have received numerous complaints of nuisance conditions impacting neighborhoods; and

WHEREAS, the municipal code permits the accumulation of garbage and trash so long as it is screened from public view from a public street; and

WHEREAS, the accumulation of garbage and trash in private yards endangers public health and safety and negatively affects property values; and

WHEREAS, state law authorizes the city to declare what shall be a nuisance, and to prevent, remove, and abate nuisances at the expense of the parties creating, causing, or committing or maintaining the same, and to levy a special assessment on the land or premises whereon the nuisance is situated to defray the cost or to reimburse the city for the cost of abating the same; and

WHEREAS, amending the municipal code will update the code to reflect the current needs of the city and its residents and enhance public health, safety, and welfare.

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

SECTION 1. Amendment of Municipal Code. The municipal code is amended as set forth in Exhibit "A."

SECTION 2. 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

Chapter 6.24 PUBLIC NUISANCES¹

Sections:

- 6.24.010 Purpose and intent.
- 6.24.020 Definitions.
- 6.24.030 Statutes incorporated by reference.
- 6.24.040 Penalties and enforcement.
- 6.24.050 Types of nuisances.
- 6.24.060 Forced abatement.

6.24.010 Purpose and intent.

The purpose of this chapter is to create a system to maintain and protect the health, safety and welfare of the citizens of the city of Marysville and to establish the means by which compliance shall be accomplished.

6.24.020 Definitions.

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

~~(+)~~ “Abate” means to repair, replace, remove, destroy, correct or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the director’s judgment determines is necessary in the interest of the general safety and welfare of the community.

“Costs of abatement” means the costs of any abatement action taken by the city to abate the violation using lawful means in the event that the property owner fails so to do. The term includes incidental expenses including, but not limited to, personnel costs, both direct and indirect and including attorney’s fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual costs and expenses of the city in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; the costs of any required printing and mailing; and costs of enforcement. This definition applies to costs incurred by the city using its own personnel or those incurred by the city using a contractor to perform the work.

¹ Prior legislation: Ords. 965 and 1334.

~~(2)~~ “Director” means the director of community development or his or her designee. any department of the city, or such other head of a department that the city council has authorized by ordinance to utilize the provisions of this title and shall include any duly authorized representative of such director. If more than one department is authorized to act under this title, the term “director” shall also be understood to mean all applicable “directors.”

“Garbage” means all putrescible solid and semisolid wastes, including but not limited to animal and vegetable wastes, regardless of whether the waste consists only of putrescible waste or is mixed with other materials.

“Garbage” does not include the following:

- (a) Recyclable refuse and yard waste as defined in this chapter;
- (b) White goods, meaning any large household appliance, including refrigerators, stoves, water heaters, etc.;
- (c) Rubber tires; or
- (d) Oil.

~~(3)~~ “Nuisance” is the unlawful performance of an act or omission to perform a duty, which act or omission either annoys, injures or endangers the comfort, repose, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or render dangerous for passage, any lake or navigable river, bay, stream, canal or basin, or any public park, square, street or highway; or in any way renders other persons insecure in life, or in the use of property.

~~(4)~~ “Person” means any natural person, organization, corporation or partnership and their agents, representatives or assigns.

“Person responsible for the property” means any person, in actual or constructive possession of a property, including, but not limited to, an owner, occupant, agent, or property manager of a property under his or her control.

~~(5)~~ “Premises” means any building, lot, parcel, real estate, land or portion thereof whether improved or unimproved, including adjacent sidewalks and parking strips.

“Property owner” means the owner of the premises as shown in the records of the Snohomish County Assessor and includes the “person responsible for the property.” It includes any mortgagee or beneficiary of a deed of trust of a property for which the owner listed in the records of the Snohomish County Assessor cannot be found.

~~(6)~~ “Public nuisance” is a nuisance that affects equally the rights of an entire community or neighborhood, although the extent of the damage may be unequal.

“Recyclable refuse” means:

- (a) Newspapers;
- (b) Uncoated mixed paper, including magazines, junk mail, phone books, bond or ledger grade, cardboard and paperboard packaging. (This does not include tissue paper, paper towels, frozen food containers, milk cartons or paper packaging combined with plastic, wax or foil);
- (c) Recyclable plastic, glass, aluminum and other metal food and beverage containers.

“Trash” means materials that are not economically viable for further use, worthless, useless, or discarded such as bottles, broken glass, ashes (except human crematory ashes), waste paper, cans, the remains of anything broken down or destroyed including broken or discarded furniture, furnishings, appliances, household equipment and other similar items or other rubbish or debris.

“Yard waste” means plant material commonly created in the course of maintaining yards and gardens and through horticulture, gardening, landscaping, or similar activities. Yard waste includes, but is not limited to, grass clippings, leaves, branches, brush, weeds, flowers, roots, windfall fruit, and vegetable garden debris.

6.24.030 Statutes incorporated by reference.

The following statutes regarding public nuisances are incorporated by reference:

RCW

- 9.66.010 Public nuisance.
- 9.66.020 Unequal damage.
- 9.66.030 Maintaining or permitting nuisance.
- 9.66.050 Deposit of unwholesome substance; or establishment of detrimental business.

6.24.040 Penalties and enforcement.

The director and/or the Marysville police chief/department is charged with enforcement of the provisions of this chapter. It shall be unlawful for any person to allow a “public nuisance” upon any premises within the city of Marysville. Such violations shall be corrected by any reasonable and lawful means as provided in this chapter or titles, chapters, and sections of the MMC.

- (1) It is unlawful for any responsible person or owner to permit, maintain, suffer, carry on or allow a public nuisance to exist, as defined by this chapter, upon his/her premises any act or thing declared a nuisance by this chapter.
- (2) The first and second violations shall be a civil infraction under MMC 4.02.040 in the amounts set forth in MMC 4.02.040(3)(g)(ii) and (iii).
- (3) The third and subsequent violation of this chapter by the same responsible person within three years of his/her first violation is a criminal misdemeanor and shall carry a penalty of not more than \$1,000 (plus costs and assessments) in which \$500.00 shall be the minimum, or 90 days in jail, or both.
- (4) Each day the violation is in existence may be considered a separate violation.

(5) If the property owner and person responsible for the property are different persons or entities, then both the property owner and person responsible for the property are liable for any nuisance on the property and must remedy any nuisance. Any penalty may be assessed against both the property owner and person responsible for the property if the nuisance is not abated or remedied.

6.24.050 Types of nuisances.

It shall be a public nuisance within the city of Marysville, and a violation of the Marysville Municipal Code, if any ~~responsible person or persons~~ shall maintain or allow to be maintained on real property which he or she may

have charge, control or occupy, except as may be permitted by any other city ordinance, whether visible or not from any public street, alley or residence, any of the following conditions:

(1) ~~Every person who makes or keeps~~Storage, transportation, or use of any explosive or combustible substance ~~in the city, or carries it through the streets thereof, in quantity or manner prohibited~~except as permitted or authorized by ~~Chapter chapter~~ 70.74 RCW, ~~and every person who, by careless, negligent or unauthorized use or management of any such explosive or combustible substance, injures or causes injury to the person or property of another.~~

(2) ~~No person shall permit or allow outside of any dwelling, building or other structure or within any unoccupied or abandoned building, dwelling or other structure under his control,~~Leaving or storing ~~in a place accessible to children,~~ any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other automatic locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from said refrigerator, icebox or container, in a place accessible to children.

(3) Having or permitting ~~No person shall abandon or discontinue use of or permit or maintain on his premises~~ any abandoned or unused well, cistern or storage tank without ~~first demolishing or removing,~~ capping, or otherwise ~~from the city such storage tank, or~~ securely closing ~~and barring any entrance or trap door thereto, or filling any well or cistern, or capping~~ the same with sufficient security to prevent access thereto by children.

(4) No person shall, without lawful authority from the appropriate public entity, attach any advertising signs, posters, or any other similar object to any public structure, sign or traffic-control device.

(5) No person shall attach to utility poles any of the following: advertising signs, posters, vending machines, or any similar object which presents a hazard to, or endangers the lives of, electrical workers. Any attachment to utility poles shall only be made with the permission of the utility company involved, and shall be placed not less than 12 feet above the surface of the ground.

(6) Accumulations of the following materials in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets: any and all ~~junk, trash, litter, garbage, boxes, bottles, or cans; any and all unused animal pens or cages, including any type of insect enclosures; and any and all~~ discarded lumber, salvaged materials, or other similar materials, except for such materials being used for an immediate construction project on said premises.

(7) Any attractive nuisances dangerous to children including, but not limited to, abandoned, broken or neglected buildings, equipment, machinery, refrigerators and freezers, excavations, shafts, or insufficiently supported walls or fences in any front yard, side yard, rear yard or vacant lot.

(8) Garbage or trash~~Broken or discarded furniture, furnishings, appliances, household equipment and other similar items,~~ in any front yard, side yard, rear yard or vacant lot ~~unless screened from public view from adjacent frontage~~

~~street or streets except that being stored for disposal in containers conforming with the requirements of chapter 7.08 of the municipal code. No garbage or trash may be stored on a premises for more than seven days. Storage of all garbage and trash must conform to the requirements of chapters 7.06 and 7.08 of the municipal code.~~

~~(10) Oil, antifreeze, and other petroleum products may be stored in only watertight containers that cannot spill. Storage in any other type of container or in a manner that creates a fire hazard is a public nuisance.~~

~~(11) Any tires must be stored in a manner that rainwater cannot collect in them. Storage in any other manner is a public nuisance. Outdoor storage of more than twelve tires is a public nuisance, unless tire storage is an integral part of a licensed business and otherwise complies with the municipal code and other laws.~~

~~(12) Any inoperable or broken white goods (meaning any large household appliance, including refrigerators, stoves, water heaters, etc.) may be stored outside for no more than fourteen (14) consecutive days. Storage for a longer period is a public nuisance.~~

~~(13) Recyclable refuse may be stored in a side yard or backyard for no more than fourteen (14) consecutive days unless stored in watertight, sanitary containers. Storage in any other manner is a public nuisance.~~

~~(14) Any condition that is a public nuisance under state law or the common law.~~

~~(913) Dead, decayed, diseased or hazardous trees or vegetation/grass clippings (except that used as compost for fertilizer), including that which by casual contact with the skin is dangerous to public health, safety and welfare, located in any front yard, side yard, rear yard or vacant lot.~~

~~(1014) Graffiti, pursuant to Chapter 6.25 MMC.~~

~~(1115) Abandoned and junk vehicles as defined by MMC 11.36.030.~~

~~(1216) Nonoperational or unused automobiles or parts thereof, or other articles of personal property which are discarded or left in a state of partial construction or repair for longer than 30 days, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets.~~

~~“Nonoperational or unused automobile” means an automobile substantially meeting one of the following requirements:~~

~~(a) Is immobile because it either:~~

~~(i) Lacks an engine or other parts or equipment necessary to operate it safely or legally on the street;~~

~~(ii) Has one or more flat tires; or~~

~~(iii) Is mounted on skids or jacks;~~

(b) Has overgrown vegetation or garbage or debris collecting underneath; or

(c) Is used primarily to store items such as auto parts, yard tools, garbage, debris, clothing, miscellaneous household items, etc.

~~(1317)~~ Vegetation exceeding 12 inches in height (exclusive of plants and flowers within a flower bed, shrubbery and trees) located in any front yard, side yard, or rear yard of a residential lot within a platted subdivision unless screened from public view from the adjacent frontage street or streets.

~~(1418)~~ Utility trailers, unmounted camper or recreation vehicles shall not be located in the front yard. They may be located in the driveway, parallel to the driveway, or behind the front building line of the property on either side of the building on a maintained surface.

~~(1519)~~ Accessory structures, including detached garages, sheds, decks, patios and similar structures, which are not maintained structurally sound and in good repair.

~~(1620)~~ Any unfinished structure for which there has been a cessation of construction activity for more than two years and which is determined by the city to be in violation of the building code and subject to abatement by demolition or completion of the construction to meet the requirements of the building code.

~~(217)~~ Any catastrophic or fire-damaged premises which have not been secured from entry and from which all debris has not been removed and properly discarded as directed by the fire marshal and building official.

~~(1822)~~ Fences, walls, hedges and retaining walls that are not maintained in a structurally sound and sanitary condition so as to endanger the public health, safety or welfare.

~~(1923)~~ Exterior properties that are not graded and maintained to prevent the erosion of soil and to prevent the accumulation of water on the premises. Storm water, including discharge from gutters, downspouts, swimming pools, hot tubs, spas, sump pumps or similar features, shall not discharge off the source premises unless expressly approved by the city of Marysville.

~~(2024)~~ Open storage on premises except:

(a) As expressly permitted in MMC Title 22C;

(b) Open storage does not include items customarily used in association with the permitted principal use of the property and suitable for outdoor use such as lawn furniture, play equipment, gardening equipment, and similar items;

(c) Open storage does not include construction materials or seasonal materials used for gardening that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site within six months; and

(d) Open storage does not include materials screened from public view from the adjacent frontage street or streets.

~~(2125)~~ Premises ~~containing harboring or infested with~~ rodents, insects ~~and~~, vermin, ~~or vectors harborage and/or infestation as determined by the county health officer~~. Infestations shall be promptly exterminated by methods that ensure the public's health, safety, and welfare. Owners shall take preventative measures to protect buildings and premises from future infestations.

~~(2226)~~ Sidewalks, walkways, stairs, driveways, parking spaces and similar areas on private property that are accessible to the general public, containing hazardous conditions or violations of approved site or plot plans and barrier-free accessible parking requirements so as to endanger public health, safety or welfare.

~~(2327)~~ Any hazard tree, as substantiated by a certified arborist or other recognized tree professional, that threatens public health, safety or welfare.

~~(2428)~~ Vacant structures and premises thereof or vacant land which is not maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect the public health.

~~(2529)~~ Automobile parking on a residential lot within a platted subdivision that is not on improved all-weather surfaces or an approved driveway if located in the front yard.

~~(2630)~~ Recreational vehicles, boats, and trailer parking on a residential lot within a platted subdivision that is not on an improved all-weather surface or an approved driveway if located in the front yard. Recreational vehicle, boat, or trailer parking in the side or rear yard setbacks is allowed so long as emergency responders may access all sides of a structure.

~~(2731)~~ Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, that are parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by MMC Title 22C or when equipment is used in conjunction with a permitted or allowed project.

~~(2832)~~ Heavy commercial equipment and vehicles used for commercial purposes exceeding 6,000 pounds that are not allowed to be parked, kept or stored in residentially zoned areas, on residential property in other zones, or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by MMC Title 22C, or when equipment or vehicles are used in conjunction with an ongoing permitted or allowed project, or to personal property and equipment that is primarily used on site for improvements and maintenance of the property.

~~(2933)~~ Temporary or portable structures, such as portable storage tents, temporary canopies, or other similar structures, which are not removed within 72 hours, when located within the front yard.

~~(3034)~~ Whoever shall suffer or permit to accumulate on any premises owned or occupied by him or under his control any feces in such manner as to emit noxious, disagreeable or offensive odors to the annoyance or detriment of any family or person, or shall place the contents of any privy vault in or upon any public street, alley or common, shall be deemed guilty of maintaining a public nuisance.

~~(3135)~~ Whoever shall suffer or permit any cellar, vault, drain, pool, privy, sewer, yard, ground or premises, owned or occupied by him or under his control, to become, from any cause, nauseous, foul or offensive, or injurious to the public health, or unpleasant or disagreeable to adjacent residents or persons, shall be deemed guilty of permitting or maintaining a public nuisance.

~~(3236)~~ Whoever shall suffer or permit any water to stand upon any premises owned, occupied or controlled by him, so that the same shall become stagnant, foul, offensive, or injurious to the public health, shall be deemed guilty of maintaining a public nuisance.

~~(3337)~~ All pens, stables, barns, kennels, yards and other premises where animals are confined or kept for private or commercial purposes shall be maintained in a clean condition so as to avoid unhealthy conditions for the animals or accumulation of animal waste; provided, however, said requirements shall not pertain to customary farm or agricultural practices. Any person who owns, occupies or has charge of premises which violate this section shall be deemed guilty of maintaining a public nuisance.

~~(3438)~~ Whoever shall deposit or place in or upon any premises, public or private, enclosed or common, within the city, any vegetable or animal matter or filth of a character likely to affect the public health, or to produce offensive odors, and whoever shall place or deposit in or upon any such premises the carcass of any dead animal to be or remain unburied within the city limits for more than 24 hours after its death, shall be deemed guilty of creating and maintaining a public nuisance.

6.24.060 ~~Forced-a~~Abatement.

~~Within 10 days after receiving a written notice and order in accordance with MMC Title 4, any person owning, occupying or controlling such premises who fails, neglects or refuses to correct said nuisance shall be found to be in violation of this chapter. The director may order said nuisance to be removed or abated per MMC Title 4 and all indebtedness to the city for removal shall be paid by the violator(s). Such cost and charges to be recovered by a civil action brought by the city against the violator pursuant to MMC Title 4.~~

~~(1) Where a public nuisance exists, the director and his or her designees or agents may enter upon the subject property and may remove, correct, or abate the nuisance using any lawful means. The city may use its own personnel to abate a nuisance or may contract with private parties to do so.~~

~~(2) The city may use judicial process or any means authorized by law to abate a nuisance.~~

6.24.061 Summary Abatement.

~~Whenever any nuisance is an immediate threat to the public health, safety, or welfare, or to the environment, the director or his or her designees or agents may summarily and without prior notice abate the nuisance. Notice of such abatement, including the reason for it, shall be given to the property owner as soon as practicable. No right of action shall lie against the city or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate threats. The city shall not be entitled to recover any costs incurred for summary abatement prior to the time that actual notice of the necessity for summary abatement is provided to the property owner.~~

6.24.062 Interference with Abatement

~~Any person who knowingly obstructs, impedes, or interferes with the city or its agents in the performance of duties imposed by this chapter, is guilty of a misdemeanor punishable by imprisonment not exceeding ninety (90) days and a fine not exceeding one thousand dollars (\$1,000).~~

6.24.063 Property Owner Responsible for Costs of Abatement

~~The costs of any abatement action taken by the city shall become a charge to the property owner. Costs of abatement must be paid to the city within ten (10) calendar days from the date the city mails a notice that the costs are due. The city may use any lawful means to collect charges, including but not limited to utilizing a collection agency. The city attorney, or his or her designee, is authorized to take legal action to collect the costs of any abatement. All such costs and expenses shall constitute a lien against the affected property.~~

6.24.064. Lien Authorized

~~(1) The director or his or designee shall keep an itemized account of costs and expenses incurred in the abatement of a nuisance. Upon completion of the work of abatement, a report of the costs of abatement shall be prepared and filed with the city clerk, posted on the property abated, and mailed by first class and certified mail to the property owner and to any person known to be responsible for the property. The report shall include notice of how the costs may be appealed.~~

~~(2) The property owner or person responsible for the property may file a written appeal of the cost report. Such appeal must be delivered to the city clerk and to the Director within ten (10) calendar days from the date of mailing of the cost report. Any appeal must state the grounds for protesting or objecting to the cost report. The property owner's obligation to pay the costs of abatement shall be stayed during the period of appeal.~~

~~(3) The Director shall request a hearing date from the hearing examiner and a hearing shall be held within twenty-one (21) days of receipt of the appeal.~~

~~(4) At the hearing the hearing examiner shall take evidence from the city and the person objecting and either affirm the costs and expenses, modify them, or reject them.~~

(5) The costs of abatement shall be a lien on the property abated effective ten (10) calendar days after: (a) the date of mailing the cost report if no appeal is taken or (b) after the decision of the hearing examiner if the cost report is appealed. The priority of the lien will depend on the type of nuisance abated and be in accordance with state law, including RCW 35A.60.010 and the laws cited in that statute.

(6) As an alternative to the procedures in this section, the city may obtain a judgment or lien as authorized by other law or by court order.