

Marysville City Council Meeting

September 14, 2020

7:00 p.m.

City Hall

PUBLIC NOTICE:

Pursuant to Governor Inslee’s Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person. Anyone wishing to provide written or verbal public comment, must pre-register at this link: www.marysvillewa.gov/remotepubliccomment

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://zoom.us/j/92977133971>

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. COVID-19 Response – Shawn Frederick, Snohomish Health District *

Audience Participation

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

- 1. Approval of the July 6, 2020 City Council Work Session Minutes
- 2. Approval of the July 13, 2020 City Council Meeting Minutes
- 3. Approval of the July 27, 2020 City Council Meeting Minutes
- 4. Approval of the August 20, 2020 Special City Council Meeting Minutes *

Consent

**These items have been added or revised from the materials previously distributed in the packets for the September 8, 2020 Work Session.*

Marysville City Council Meeting**September 14, 2020****7:00 p.m.****City Hall**

9. Approval of the August 12, 2020 Claims in the Amount of \$1,617,035.97 Paid by EFT Transactions and Check Numbers 142574 through 142717 with Check Number 138429 Voided

10. Approval of the August 19, 2020 Claims in the Amount of \$9,389,196.14 Paid by EFT Transactions and Check Numbers 142718 through 142858 with Check Numbers 138502 and 140004 Voided

11. Approval of the August 25, 2020 Payroll in the Amount of \$1,339,222.06 Paid by EFT Transactions and Check Numbers 33202 through 33215

12. Approval of the August 26, 2020 Claims in the Amount of \$760,434.27 Paid by EFT Transactions and Check Numbers 142859 through 143007 with Check Numbers 122303, 138573, 139244, 140088, 140411, 140748, 140824, 141102 and 141197 Voided

13. Approval of the September 2, 2020 Claims in the Amount of \$717,615.39 Paid by EFT Transactions and Check Numbers 143008 through 143156 with Check Numbers 139415, 139690 and 142802 Voided

15. Consider Approving the Watershed Planning Project Professional Services Agreement

16. Consider Approving the 83rd and Soper Intersection Improvements Project Physical Completion Letter Starting the 45-day Lien Filing Period for Project Closeout

17. Consider Approving the Distribution Easement with PUD No. 1 of Snohomish County

18. Consider Approving the 2020 Transportation Benefit District Project Supplement Contract No. 1 with Reece Construction

19. Consider Approving the Agreement with Paul and Diana Wolfe Regarding the Centennial Trail Expansion Project

20. Consider Approving the Agreement with Marysville School District No. 25 Regarding the Centennial Trail Expansion Project

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

21. Consider Approving a **Resolution** Amending the Investment Policy

**These items have been added or revised from the materials previously distributed in the packets for the September 8, 2020 Work Session.*

Marysville City Council Meeting

September 14, 2020

7:00 p.m.

City Hall

22. Consider Approving an **Ordinance** Amending the Qualified Scientific Professionals Definition

23. Consider Approving an **Ordinance** Amending the Minimum Required Parking Spaces Code

24. Consider Approving an **Ordinance** Amending the Mobile/Manufacture Home and RV Park Code

25. Consider Approving an **Ordinance** Amending the Frontage Improvement Code

26. Consider Approving an **Ordinance** Adjusting Closing Times for Parks and Amending Other Provisions Related to the Use of Parks *

29. Consider Approving the Agreement for Jail Services with the South Correctional Entity *

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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 business days prior to the meeting date if any special accommodations are needed for this meeting.

**These items have been added or revised from the materials previously distributed in the packets for the September 8, 2020 Work Session.*

Update
Index #A

Supporting & Fostering Healthy, Thriving Communities

City of Marysville Presentation
Shawn Frederick, Administrative Officer
Snohomish Health District

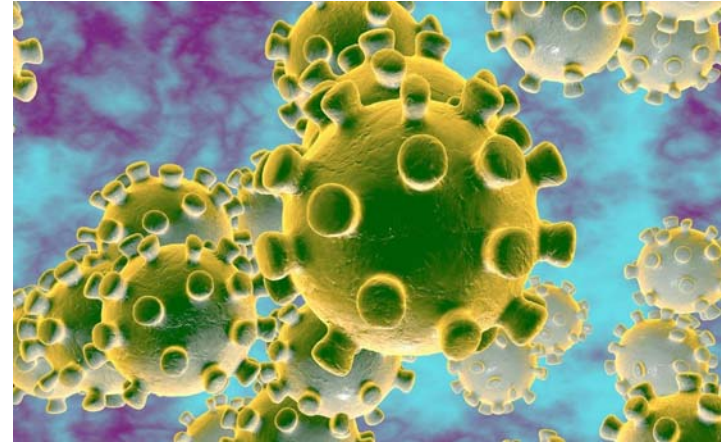


September 14, 2020

COVID-19 RESPONSE

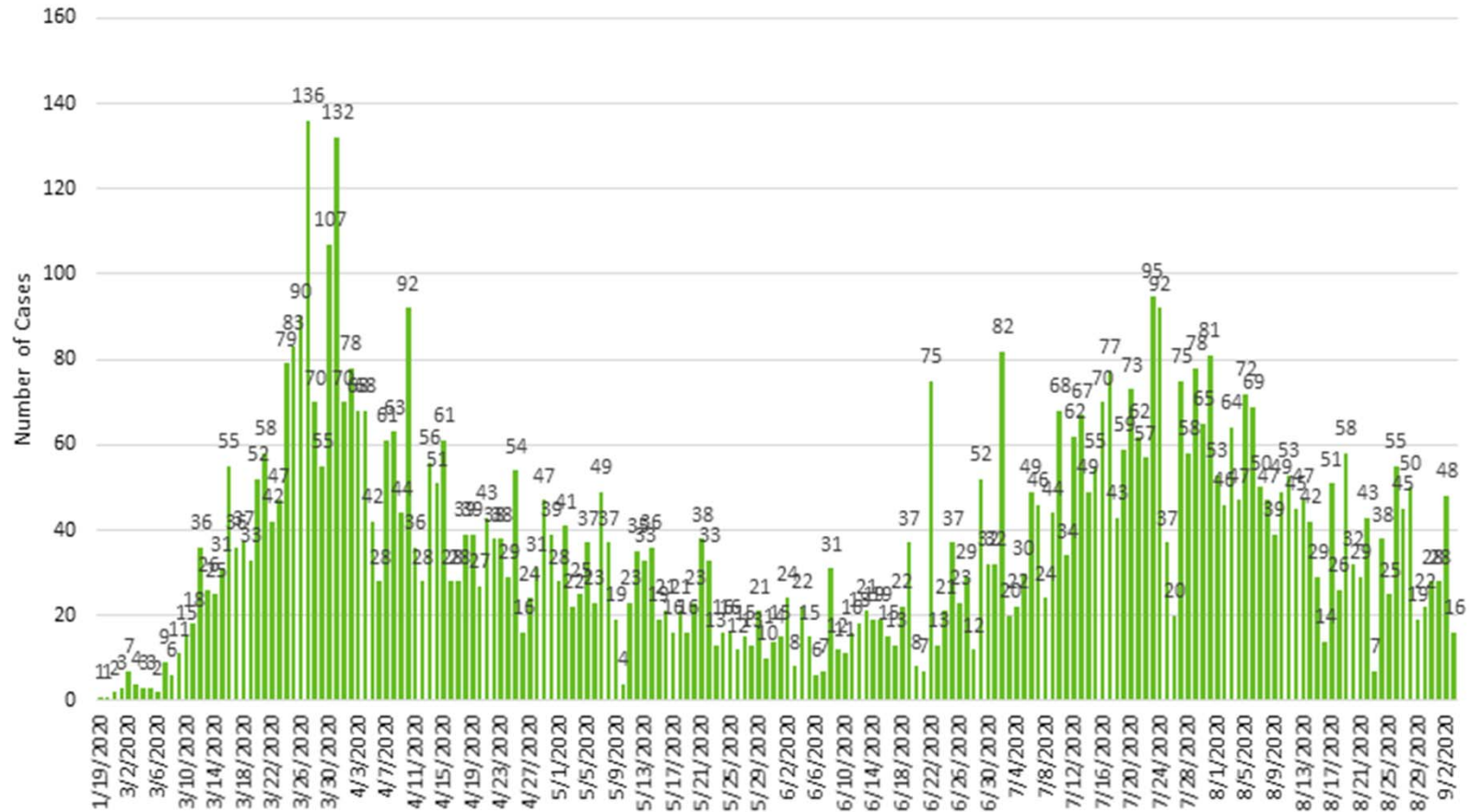
Novel Coronavirus (COVID-19)

- Situation continues to evolve, with guidance and information shifting accordingly.
- Encourage following www.snohd.org/covid and social medial channels (Facebook, Twitter and Instagram) for latest information.



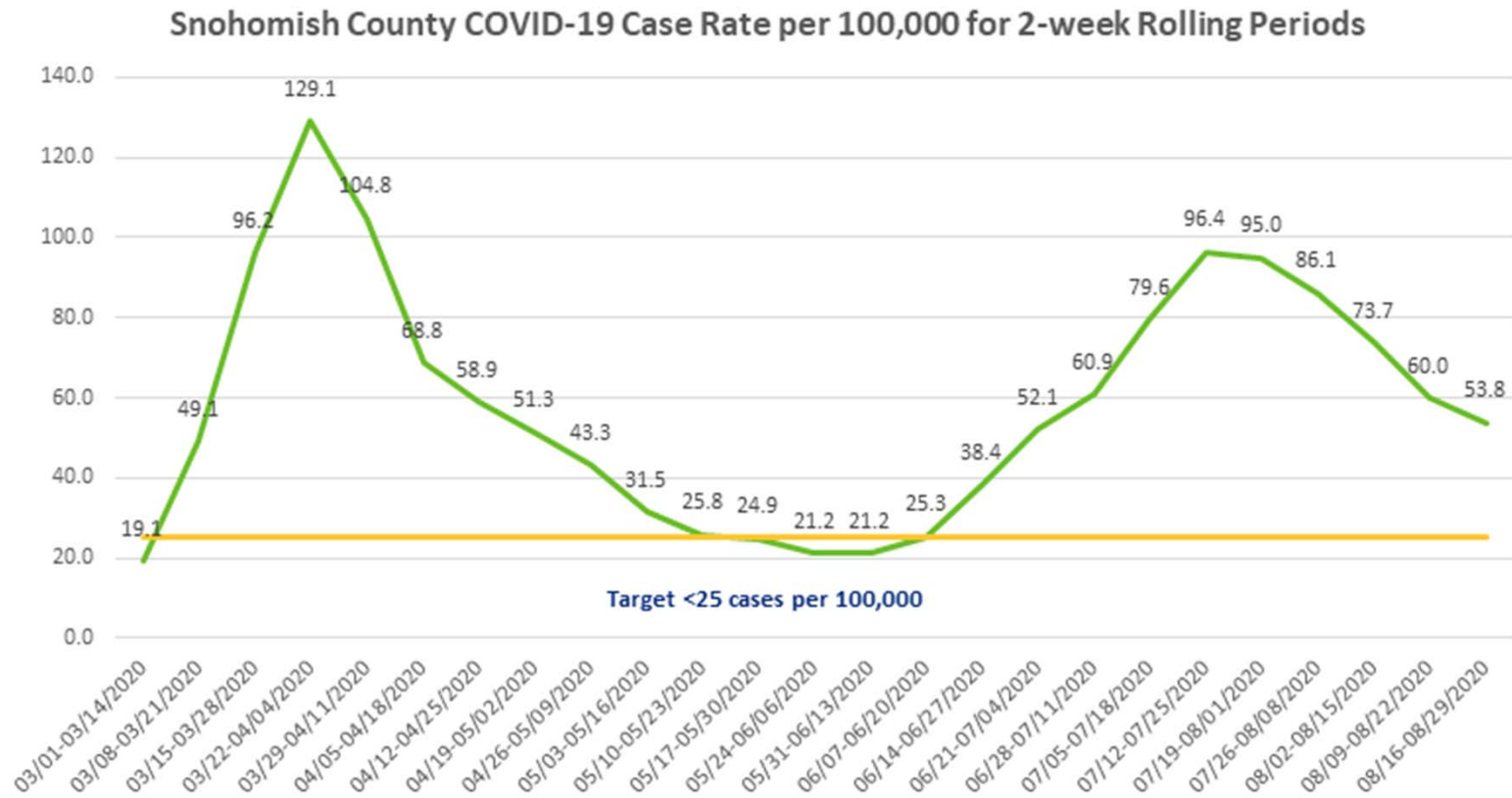
COVID-19 Cases

Number of Reported COVID-19 Cases in Snohomish County by Date



As of September 3, 2020

Rolling 2-week Case Rate



As of September 3, 2020

Snapshot & Weekly Reports

SNOHOMISH COUNTY SNAPSHOT

TIME PERIOD: JULY 9 - JULY 23
PUBLISHED: JULY 31, 2020

COVID-19 ACTIVITY AND CAPACITY IN SNOHOMISH COUNTY

Snohomish County moved to Phase 2 on June 5. The Snohomish Health District monitors these metrics and submits a weekly report to the Washington State Department of Health.

COVID-19 ACTIVITY

COVID-19 ACTIVITY	TARGET	CURRENT	CHANGE SINCE LAST REPORT
Confirmed cases reported July 9 - July 23, 2020	<25 cases / 100,000 residents / 14 days	89.4	↑ from 70.8
Trends in hospitalization for lab-confirmed COVID-19	Flat or decreasing	Increasing	↑

HEALTH CARE SYSTEM READINESS

HEALTH CARE SYSTEM READINESS	TARGET	CURRENT	CHANGE SINCE LAST REPORT
% of licensed beds occupied by patients*	<80%	79%	no change
% of licensed beds occupied by suspected and confirmed COVID-19 cases*	<10%	3%	no change

*Note: Average occupancy for period July 19 - 26, 2020.

TESTING ACTIVITY

TESTING CAPACITY & AVAILABILITY	TARGET	CURRENT	CHANGE SINCE LAST REPORT
Average number of tests performed per day during the past week compared to positive results	50 times the number of positive results	19 times the number of cases	no change
Average % tests positive for COVID-19 during the past week	2%	5.4%	↓ from 5.8%
Median time from symptom onset to specimen collection among cases during the past week	median <2 days	2 days	↑ from 1 day

CASE & CONTACT INVESTIGATIONS

CASE & CONTACT INVESTIGATIONS	TARGET	CURRENT	CHANGE SINCE LAST REPORT
% of cases reached by phone or in person within 24 hours of receipt of positive lab test report*	90%	55%	↑ from 50%
% of cases reached by phone or in person within 48 hours of receipt of positive lab test report*	N/A	80%	↑ from 59%
% of contacts reached by phone or in person within 48 hours of receipt of positive lab test report on a case*	80%	83%	↓ from 95%
% of cases responding to daily monitoring	80%	N/A*	N/A

*Note: Daily monitoring recently moved to a DDM communication and tracing platform. Recent data pending.

PROTECTING HIGH-RISK POPULATIONS

PROTECTING HIGH-RISK POPULATIONS	TARGET	CURRENT	CHANGE SINCE LAST REPORT
Number of outbreaks reported by week*	2 or less	2	↓ from 13

*Note: Defined as 2 or more non-household cases epidemiologically linked within 14 days in a workplace, congregation, long, or institutional setting.

For more information go to: www.snohd.org/covid19

Snohomish County COVID-19 Cases

Table 2: Local health jurisdiction notification

Week	Cases Reported
5/31-6/6/2020	1
6/7-6/13/2020	1
6/14-6/20/2020	1
6/21-6/27/2020	1
6/28-7/4/2020	1
7/5-7/11/2020	1
7/12-7/18/2020	1
7/19-7/25/2020	1

Data source: Snohomish Health District

Table 15: Current case status of COVID-19 cases in Snohomish County

Current status	Number	Percent
All cases	22	22.0%
Active	14	14.0%
Recovered	8	8.0%
Deceased	0	0.0%
Quarantined	0	0.0%
Grand Total	22	22.0%

Table 3: Reported test results

Week	Tr
5/31-6/6/2020	1
6/7-6/13/2020	1
6/14-6/20/2020	1
6/21-6/27/2020	1
6/28-7/4/2020	1
7/5-7/11/2020	1
7/12-7/18/2020	1
7/19-7/25/2020	1
Total 6/19-7/25/2020	1
(14 week total)	14

Data source: Sno HD COVID-19

Snohomish County COVID-19 Cases by Type of Exposure and Month of Onset

Table 15: Summary status of confirmed COVID-19 cases in Snohomish County

Week	Apparent	Recovery	Death
5/31-6/6/2020	1	1	0
6/7-6/13/2020	1	1	0
6/14-6/20/2020	1	1	0
6/21-6/27/2020	1	1	0
6/28-7/4/2020	1	1	0
7/5-7/11/2020	1	1	0
7/12-7/18/2020	1	1	0
7/19-7/25/2020	1	1	0
Total 6/19-7/25/2020	1	1	0
(14 week total)	14	14	0

Data source: WACED, and included cases with available hospital data

Key Priorities

- ✓ Testing capacity
- ✓ Case investigations & contact tracing
- ✓ Long-term care facilities, first responders, schools, child cares and employer notifications
- ✓ PPE availability and healthcare capacity
- ✓ Mid- and long-range planning
- ✓ Ongoing communications
 - ✓ Translated materials & expanding outreach

**In Our
COMMUNITIES**

Day-to-Day Work Continues



4,500+

Inspections on restaurants, grocery stores, espresso stands, caterers and mobile food vehicles



1,000+

Complaints addressed (food, pools, septic and solid waste)



~500

Permits for pools and spas that we routinely inspect



200+

Public and private schools with kitchen permits and required safety inspections

Resources for Local Businesses



Outreach While Social Distancing



Working to develop more curriculum and toolkits that schools, child cares and community groups can use remotely



Exploring ways to engage with the community on important health topics & needs virtually

**Moving
FORWARD**

Continuing Essential Work

- ✓ Issuing birth and death certificates
- ✓ Tracking and responding to other communicable diseases like tuberculosis, whooping cough & STDs.
- ✓ Supporting children's health needs
- ✓ Inspecting food establishments, pools & spas, etc.
- ✓ Reviewing permit applications
- ✓ Providing refugee health screenings
- ✓ Responding to complaints and violations

Implementing Our Strategic Plan

Mission

Spearhead efforts to protect, promote and advance the collective health of our community.

Goals

- Reduce the rate of communicable disease and other notifiable conditions
- Prevent or reduce chronic diseases and injuries
- Provide high-quality environmental health services
- Improve maternal, child, and family health outcomes
- Provide legally required vital records
- Address ongoing, critical public health issues
- Support increased access to medical, oral, and mental health care
- Build a more sustainable organization

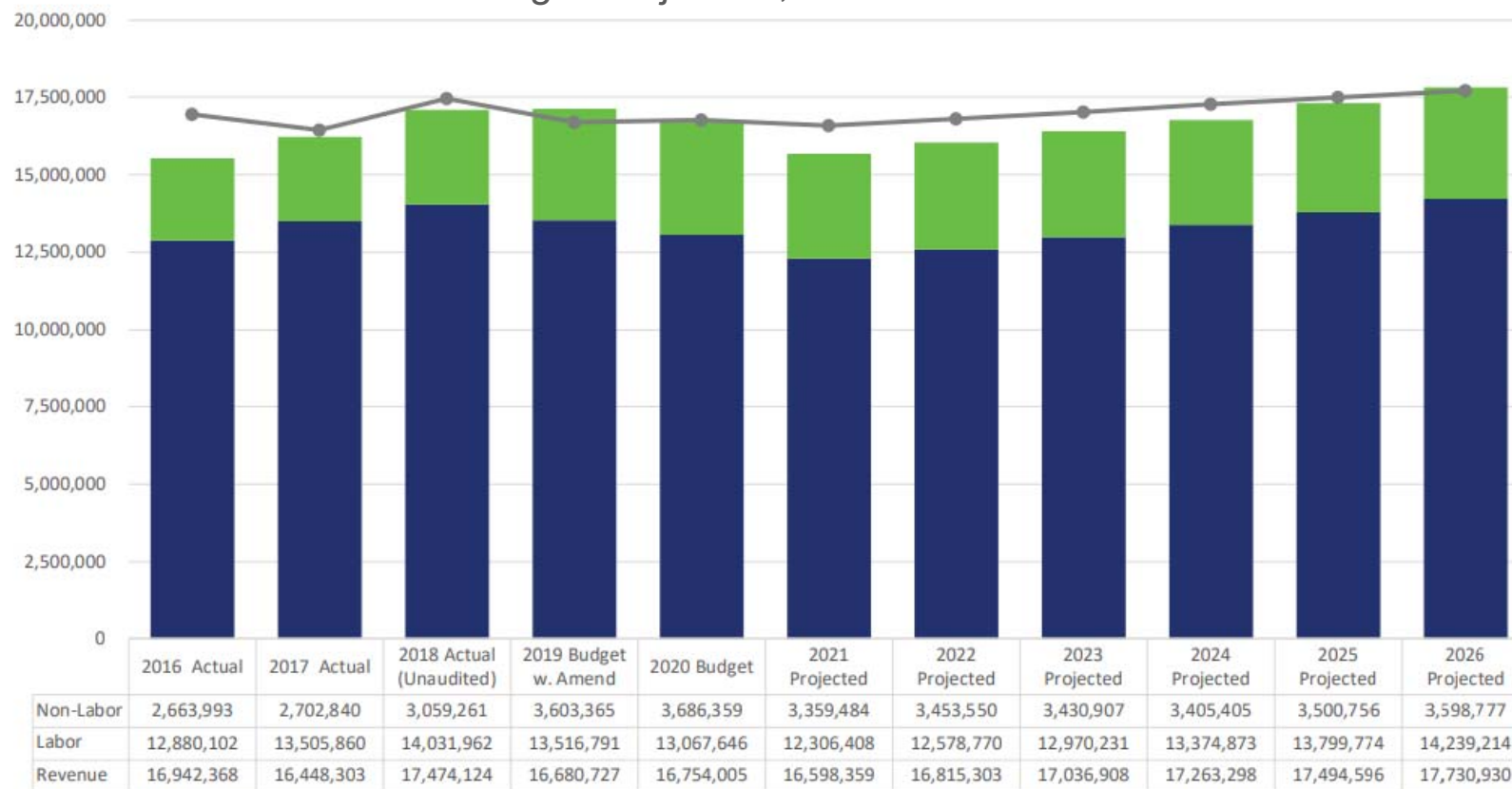


2020 Strategic Plan

Monitoring Budgets & Projections

- 2020 budget was balanced, with \$16.75 million in revenues/expenditures.
- Current budget includes 113 full-time equivalent positions.

Budget Projection, 2021-2026



Per Capita Contributions

- Naloxone purchase & coordination for cities
- Support general fund activities not covered by other funding:
 - Data & Reports
 - Community Health Assessment & Improvement Plans
 - Healthy Communities
 - Suicide Prevention
 - Safe Routes to School/Complete Streets
 - Healthy Housing
 - Health Fairs & Community Events
 - Child Care Health Outreach

Public Health Foundation

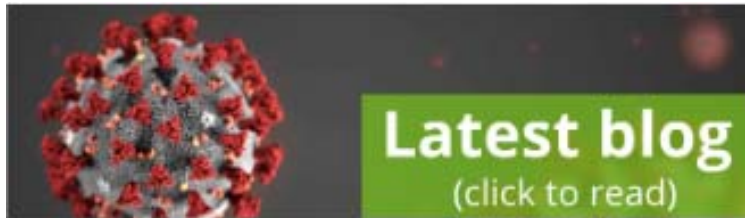


- Working over the last year to research feasibility & models
- Ad hoc committee met since April to provide recommendations to Board of Health.
- Now recruiting foundation board members.

Purpose: *To provide support for priorities identified in community health assessments, community health improvement plans, and/or emerging public health issues in Snohomish County.*

Stay in touch

Blog & Newsletters



Sign up for our blog, newsletters, alerts and more at www.snohd.org/NotifyMe

Social Media



Follow us on Facebook, Twitter, YouTube, and Instagram



Thank you

contact information

For more info, please contact:

Shawn Frederick, MBA

Administrative Officer

425.339.8687

SFrederick@snohd.org

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Work Session
Minutes**

July 6, 2020

Call to Order / Pledge of Allegiance

Council President Norton called the meeting to order at 7:00 p.m. via Zoom and led the Pledge of Allegiance.

Roll Call

Present:

Council: Council President Kamille Norton (Chair), Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Kelly Richards, Councilmember Steve Muller

Staff: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Engineer Jeff Laycock, Parks Director Tara Mizell, Interim Police Chief Jeff Goldman, Community Development Director Jeff Thomas, City Attorney Jeff Walker, Public Relations Administrator Connie Mennie, Risk/Emergency Management Manager Diana Rose, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Excused: Mayor Jon Nehring, Councilmember Stevens

Motion to excuse the absence of Councilmember Stevens moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Approval of the Agenda

Motion to approve the Agenda with action being allowed on item 15 moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Committee Reports

Councilmember King reported on the Community Development Block Grant Committee meeting last week where they discussed how to award the additional \$50,000 received for public services related to COVID-19. The group recommended that Salvation Army receive \$25,000 for rent assistance, Housing Hope receive \$16,000 for operations and housing assistance, and the remaining \$9,000 go to Domestic Violence Services.

Councilmember Richards reported on the June 24 Snohomish County Tomorrow meeting. He reviewed grants received for the path improvements on 53rd Avenue and 61st intersection (\$655,419) and 156th Street NE corridor improvements (\$1,003,412).

Councilmember Vaughan reported on the July 1 Finance Committee meeting. The meeting received an update on financial forecast for the remainder of the year. The latest estimate for the drop in sales tax revenue is 15%.

Presentations

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

Consent

1. Approval of the June 17, 2020 Claims in the Amount of \$1,569,234.70 Paid by EFT Transactions and Check Numbers 141600 through 141709
2. Approval of the June 25, 2020 Payroll in the Amount of \$1,677,729.20 Paid by EFT Transactions and Check Numbers 33127 through 33146
3. Approval of the June 24, 2020 Claims in the Amount of \$4,713,724.57 Paid by EFT Transactions and Check Numbers 141710 through 141830 with Check Numbers 140628, 140649, 140650 and 140508 Voided

Review Bids

4. Consider the Olympic View Park Project Contract with X in the Amount of \$X and Approve a Management Reserve of \$0 for a Total Allocation of \$X (Bid Opening July 7, 2020)

City Engineer Laycock reviewed this item. The project is currently out to bid, and bids will be opened tomorrow. A portion of the project is funded with an RCO grant.

Public Hearings

New Business

5. Consider the First Street Stormwater Repairs Project with Scarsella Bros, Inc., Starting the 45-day Lien Filing Period for Project Closeout

City Engineer Jeff Laycock explained this is related to emergency repairs authorized by Council last fall.

6. Consider the Professional Services Agreement with Transpo Group for Design of 53rd and Sunnyside Intersection and Shared Use-Path Improvements in the Amount of \$201,052.00

City Engineer Laycock reviewed this item for design of a new signal at the intersection of 53rd and Sunnyside Intersection.

7. Consider the Professional Services Agreement with Transpo Group for Design of 52nd St NE and Sunnyside Blvd Intersection Improvements in the Amount of \$140,386.00

City Engineer Laycock explained this item would provide for more signals along Sunnyside Blvd. Grant money was received to convert the existing four-way stop to a signalized intersection.

8. Consider the Supplemental Agreement No. 1 to the Professional Services Agreement with J.A. Brennan in the Amount of \$34,986.00 and Extend the Terms of the Contract to March 31, 2021

City Engineer Laycock reviewed this item.

9. Consider the Buy/Sell Agreement with Mitigation Banking Services, LLC, for the Purchase of 0.137 Wetland Credits in the Amount of \$30,825.00, thereby Mitigating Unavoidable Wetland Impacts Arising from the Olympic View Park Project.

City Engineer Laycock reviewed this item related to the Olympic View Park wetland mitigation.

10. Consider the Agreement with Employers Health Coalition of Washington

CAO Hirashima reviewed the agreement for health benefits with Employers Health Coalition of Washington.

11. Consider the Agreement with Alliant Insurance Services for City Property Insurance Renewal

Risk/Emergency Management Manager Diana Rose reviewed this item.

Councilmember Muller asked how this rate compares to last year. Risk/Emergency Management Manager Rose noted that it is less than last year, but the City made some adjustments to the policy to save money.

12. Consider the Agreement with Washington State Military Department and Federal Emergency Management for Severe storms, Flooding, Landslides and Mudslides Public Assistance Grant

Risk/Emergency Management Manager Rose reviewed this item related to flooding which occurred in January and February of 2020. This is the grant to get reimbursed for the culvert project, staff time, and sandbags.

Councilmember King asked if the culvert would be suitable for fish passage. Risk/Emergency Management Manager Rose affirmed that it would be.

13. Consider the Agreement with Washington State Military Department and Federal Emergency Management for a COVID-19 Public Assistance Grant

Risk/Emergency Management Manager Rose reviewed this item which would allow the City to be reimbursed for PPE, disinfection, staff hours, etc. related to COVID-19.

14. Consider the Extension to the Professional Services Agreement with Valli Information Systems dba Billing Documents Specialist

Finance Director Langdon explained this is a one-year extension of the current contract for billing and online receipt.

15. Business Rent Relief Grant Program 2 (Action Requested July 6, 2020)

Finance Director Langdon explained that the Economic Development Committee met on the first round of business rent relief grants. During that meeting there was discussion about allowing businesses with more than 25 employees and removing the cap based on the applications that were received.

Motion to waive normal Council work session rules to allow action on this item tonight moved by Councilmember Vaughan seconded by Councilmember James.

AYES: ALL

Motion to authorize the Mayor to initiate and administer the Business Rent Relief Grant Program 2 including final grant awards and also that eligible applications from Program 1 that qualify under Program 2 will automatically be rolled into that application process moved by Councilmember Muller seconded by Councilmember Vaughan.

AYES: ALL

16. Consider an Ordinance Relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$19,000,000 aggregate principal amount of limited tax general obligation bonds to provide a portion of the funds necessary to pay or reimburse costs of financing the downtown Civic Campus project and other capital improvements within the City; to provide funds to pay all or part of the costs of refunding certain outstanding limited tax general obligations of the City; and to pay the costs of issuance and sale of the bonds;

fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Finance Director Langdon made a presentation regarding updated budget numbers. She explained staff is recommending the proposed bond ordinance for 1) refinancing the 2010 bonds that relate to the purchase of the court building and other properties, and 2) financing the completion of the Civic Campus. Clarification questions and answers followed.

Legal

Mayor's Business

Staff Business

City Engineer Laycock reported that the overlay program is underway, and there is a lot of paving going on. He also responded to Councilmember James' previous concern noting that the trees on 88th were addressed.

Public Relations Administrator Mennie had no comments.

Community Development Director Thomas gave an update on the abandoned hotel project which appears to be getting back on track.

Interim Chief Goldman gave a recap of July 4 holiday activity. Calls for service related to fireworks were up this year (214) compared to last year (148) and 2018 (196). 31 citations were issued this year compared to 27 in 2018 and 2019 each. He also reported that there was a tragic fireworks-related death and one serious injury.

Finance Director Langdon had no further comments.

Parks & Recreation Director Mizell reported that the fireworks show was a wonderful. The City received a lot of compliments and thanks for the show and also received two complaints.

City Attorney Walker had no comments.

CAO Hirashima thanked the Police Department for the enforcement work over the 4th of July holiday. She also expressed appreciation to those who responded to the tragedy that occurred. She thanked Director Mizell, the Parks Department, and Public Relations Administrator Mennie for their work on the public fireworks display. Overall, everything went very well. Also, the Shred-a-thon will be happening this weekend from 9-noon at City Hall.

Diana Rose reported that the City received almost 28,000 face masks from the State for distribution to low income residents. Staff is working with a number of community organizations to distribute the masks to those who need them.

Call on Councilmembers

Councilmember James noted he was on the Jason Rantz show recently to discuss the City's fireworks show.

Councilmember King said he heard some great comments on the fireworks show. Thanks to the Parks Department and the City. The Fire Board will be touring Station 65 this week to get an idea of what type of improvements need to be done. Last week he received two calls from citizens who live on 104th Street off of State Avenue near the new bridge project about difficulties they were having getting out onto State Avenue.

Councilmember Richards expressed appreciation to the Police Department for the work they do in this difficult climate. He noted that he will be out of town next week, but will try to be on the call if he has internet.

Councilmember Muller commented that the show was great even though there were a lot of other fireworks going on. He expressed sympathy for the loss of life that happened and for the responders to that event.

Councilmember Vaughan thanked Finance Director Langdon for the presentation and the guidance through the financial challenges. He enjoyed the city's fireworks show and talked to many people who appreciated the City putting on the show.

Council President Norton also expressed appreciation for the fireworks show and all the staff that made it happen. She talked to a couple people who came from out of town.

Adjournment

Motion to adjourn at 8:31 p.m. moved by Councilmember Richards seconded by Councilmember Vaughan.

AYES: ALL

The meeting adjourned at 8:31 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #2

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes
July 13, 2020**

Call to Order

Mayor Nehring called the meeting to order via Zoom at 7:00 p.m.

Invocation

Chaplain Greg Kanehan gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Michael Stevens, Councilmember Steve Muller

Absent: Councilmember Kelly Richards (excused, but came on briefly during Call on Council)

Staff: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks & Recreation Director Tara Mizell, Interim Police Chief Jeff Goldman, Community Development Director Jeff Thomas, Human Resources Manager Teri Lester, Public Relations Administrator Connie Mennie, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Motion to approve excuse the absence of Councilmember Richards who was having connection difficulties moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Council President Norton.

AYES: ALL

Committee Reports

Council President Norton reported that the Public Safety Committee met on July 9 and received updates on various matters.

- The department continues to operate under budget. Two patrol positions are open; records and custody are fully staffed.
- Some changes to civil service rules were discussed to facilitate lateral transfers.
- Overall, the crime is down citywide 26.7% compared to last year and down 38% compared to the four-year average.
- Crisis support services is still operating and doing good things in the community.
- The police charity yard sale is collecting donations now and will be happening in August.

Councilmember King reported that last Wednesday the Fire Board had planned to meet to tour Station 65, but it had to be cancelled due to meeting regulations. They hope to reschedule in the future.

Presentations

Audience Participation

Mayor Nehring solicited audience participation. There were no public comments.

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

17. Approval of the June 1, 2020 City Council Work Session Minutes

Motion to approve the June 1, 2020 City Council Work Session Minutes moved by Councilmember King seconded by Councilmember Stevens.

AYES: ALL

18. Approval of the June 8, 2020 City Council Meeting Minutes

Motion to approve the June 8, 2020 City Council Meeting Minutes moved by Council President Norton seconded by Councilmember Stevens.

AYES: ALL

Consent

1. Approval of the June 17, 2020 Claims in the Amount of \$1,569,234.70 Paid by EFT Transactions and Check Numbers 141600 through 141709
2. Approval of the June 25, 2020 Payroll in the Amount of \$1,677,729.20 Paid by EFT Transactions and Check Numbers 33127 through 33146
3. Approval of the June 24, 2020 Claims in the Amount of \$4,713,724.57 Paid by EFT Transactions and Check Numbers 141710 through 141830 with Check Numbers 140628, 140649, 140650 and 140508 Voided
19. Approval of the July 1, 2020 Claims in the Amount of \$473,090.09 Paid by EFT Transactions and Check Numbers 141831 through 141937
5. Consider Approving the First Street Stormwater Repairs Project with Scarsella Bros, Inc., Starting the 45-day Lien Filing Period for Project Closeout
6. Consider Approving the Professional Services Agreement with Transpo Group for Design of 53rd and Sunnyside Intersection and Shared Use-Path Improvements in the Amount of \$201,052.00
7. Consider Approving the Professional Services Agreement with Transpo Group for Design of 52nd St NE and Sunnyside Blvd Intersection Improvements in the Amount of \$140,386.00
8. Consider Approving the Supplemental Agreement No. 1 to the Professional Services Agreement with J.A. Brennan in the Amount of \$34,986.00 and Extend the Terms of the Contract to March 31, 2021
9. Consider Approving the Buy/Sell Agreement with Mitigation Banking Services, LLC, for the Purchase of 0.137 Wetland Credits in the Amount of \$30,825.00, thereby Mitigating Unavoidable Wetland Impacts Arising from the Olympic View Park Project.
10. Consider Approving an Agreement with Employers Health Coalition of Washington
11. Consider Approving an Agreement with Alliant Insurance Services for City Property Insurance Renewal
12. Consider Approving an Agreement with Washington State Military Department and Federal Emergency Management for Severe storms, Flooding, Landslides and Mudslides Public Assistance Grant
13. Consider Approving an Agreement with Washington State Military Department and Federal Emergency Management for a COVID-19 Public Assistance Grant

14. Consider Approving the Extension to the Professional Services Agreement with Valli Information Systems dba Billing Documents Specialist

Motion to approve Consent Agenda items 1, 2, 3, 19, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 moved by Councilmember Vaughan seconded by Councilmember James.

AYES: ALL

Review Bids

4. Consider Awarding the Olympic View Park Project Contract with Matia Contractors, Inc. in the Amount of \$847,212.14 and Approve a Management Reserve of \$84,721.21 for a Total Allocation of \$931,933.35

Director Nielsen reported there was a favorable bid from Matia Contractors which was significantly under the engineers estimate. Staff is recommending approval of the bid. He noted that this is a joint project and thanked Parks.

Council President Norton asked if this park provides any access to the water. Director Nielsen replied that it does not provide direct access to the water currently, but they hope it will in the future.

Motion to authorize the Mayor to sign and execute the Olympic View Park Project Contract with Matia Contractors, Inc. in the Amount of \$847,212.14 and approve a Management Reserve of \$84,721.21 for a Total Allocation of \$931,933.35 moved by Councilmember James seconded by Councilmember King.

AYES: ALL

Public Hearings

New Business

16. Consider Approving an Ordinance Relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$19,000,000 aggregate principal amount of limited tax general obligation bonds to provide a portion of the funds necessary to pay or reimburse costs of financing the downtown Civic Campus project and other capital improvements within the City; to provide funds to pay all or part of the costs of refunding certain outstanding limited tax general obligations of the City; and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Finance Director Langdon had no additional information since the workshop.

Motion to approve Ordinance No. 3153 moved by Councilmember King seconded by Councilmember Vaughan.

AYES: ALL

Legal

Mayor's Business

- Thanks to Council President Norton for chairing last week's meeting.
- Thanks to everyone involved with the virtual 4th of July fireworks show, and thanks to the Council for their support of the event. He has received a lot of comments from community members who appreciated it.
- He also expressed appreciation to the Council for their work on the rent relief grant program. The community has been very appreciative.

Staff Business

Public Works Director Kevin Nielsen reported there will be a Public Works Committee meeting on Friday. He thanked Councilmember Vaughan for sending his beautiful pictures of kayaking in the Qwuloolt Estuary.

Chief McFalls thanked Councilmember Stevens for participating in Personnel Committee interviews today for a new training captain position. Captain Darren Green was promoted to the position.

Interim Chief Goldman thanked staff for working on changes to the Civil Service rules relating to lateral transfers.

Finance Director Langdon reported that the second round of the business relief grant program opened today. Three applications have already been received.

Human Resources Manager Lester reported that the Civil Service meeting will be on Wednesday, and they will be working on making changes to the rules. There are a lot of names to add to the lateral police candidate list so they can fill remaining vacancies.

Parks and Recreation Director Mizell thanked the Council for approving the Olympic View project. It is great to see this project finally coming to fruition.

Public Relations Administrator Mennie reported that staff will be promoting the business rent relief program. This round is open through July 22 and will help businesses pay for up to three months in rent.

Director Thomas gave an update on permitting numbers in the City. He also discussed political sign education and code enforcement plans.

City Attorney Walker had no comments.

CAO Hirashima had no further comments.

Call on Councilmembers

Councilmember Richards was able to join the meeting briefly from out of town to say hello.

Councilmember Stevens had no comments.

Councilmember James reported on the shred-a-thon event which was very popular. He also commended CAO Hirashima for addressing various concerns reported by citizens. He is also excited about the Olympic View Park project.

Councilmember Vaughan is also looking forward to Olympic View Park. He encouraged people to explore the estuary, noting that there are a lot of interesting waterfalls and currents.

Councilmember Muller stated he is looking forward to the Olympic View project. He thanked Public Works for cleaning up the rain gardens on 3rd Street and trimming the trees on 88th.

Councilmember James met with Parks and the Boy Scouts to discuss potential Eagle Scout projects in Kiwanis Park. He asked Director Nielsen if the intersection at 4th and State is due for an overlay. Director Nielsen indicated he would check on the schedule, but he thought it was probably due.

Council President Norton agreed that the water action back in the estuary is astounding.

Adjournment

The meeting adjourned at 7:36 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #3

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes
July 27, 2020**

Call to Order

Mayor Nehring called the online meeting to order at 7:00 p.m.

Invocation

Pastor Craig Laughlin from Generations Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the flag salute.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Michael Stevens, Councilmember Kelly Richards

Staff: CAO Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks & Recreation Director Tara Mizell, Interim Police Chief Jeff Goldman, Community Development Director Jeff Thomas, Human Resources Manager Teri Lester, City Attorney Jon Walker, Public Relations Administrator Connie Mennie, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Systems Analyst Mike Davis

Excused: Councilmember Steve Muller

Motion to excuse the absence of Councilmember Muller moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember King seconded by Councilmember James.

AYES: ALL

Committee Reports

Councilmember Richards reported on the recent Snohomish County Tomorrow meeting where they discussed the Growth Management Report due next year. He also attended the Affordable Housing Association meeting where they encouraged the support of House Bill 1590 by local cities.

Council President Norton reported on the July 17 Public Works Committee meeting where they took a field trip to the biosolids removal project and the 1st Street bypass project. There was some discussion about giving the street a new name.

Councilmember King reported on the recent LEOFF 1 Board where they reviewed and approved four claims. He also reported on the July 15 Fire Board meeting where they approved an agreement for AED equipment.

Presentations

A. Proclamation: Declaring September 2020 as Childhood Cancer Awareness Month

Mayor Nehring read the Proclamation declaring September 2020 as Childhood Cancer Awareness Month and encouraging all Marysville residents to join in this special observance.

Audience Participation

Mayor Nehring solicited public comments.

Scott Allen requested that a half-mile portion of Sunnyside Blvd. (from 4014 Sunnyside Blvd. past Sunnyside Elementary to 36th Place NE) be reduced in speed from 35 mph to 25 mph for safety. He noted that there are children in the area, and that portion of the road has no sidewalks.

David VanWinkle, 4004 Sunnyside Blvd., also commented on the traffic hazards in that area, especially in the residential area with lots of children.

Mayor Nehring indicated that staff would take a look at this area.

Approval of Minutes

1. Approval of the June 22, 2020 City Council Meeting Minutes

Finance Director Langdon noted that the Ordinance Number for item 6 needs to be corrected to 2488.

Motion to approve the June 22, 2020 City Council Meeting Minutes as corrected by Finance Director Langdon moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

Consent

2. Approval of the June 25, 2020 Miscellaneous Payroll in the Amount of \$15,999.41 Paid by EFT Transactions and Check Number 33167
3. Approval of the July 8, 2020 Claims in the Amount of \$1,094,171.64 Paid by EFT Transactions and Check Numbers 141938 through 142067 with Check Number 140407 Voided
4. Approval of the July 10, 2020 Payroll in the Amount of \$1,636,225.20 Paid by EFT Transactions and Check Numbers 33147 through 33166
5. Approval of the July 15, 2020 Claims in the Amount of \$5,024,203.80 Paid by EFT Transactions and Check Numbers 142068 through 142182 with Check Numbers 138969 and 140013 Voided
6. Approval of the July 22, 2020 Claims in the Amount of \$1,113,649.85 Paid by EFT Transactions and Check Numbers 142183 through 142320 with Check Numbers 141835, 141837, 141852, 141861, 141872, 141892 and 141893 Voided
7. Approval of the July 24, 2020 Payroll in the Amount of \$1,388,657.54 Paid by EFT Transactions and Check Numbers 33168 through 33180

Motion to approve Consent Agenda items 2-7 moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

Review Bids

Public Hearings

8. Consider Approving the Community Development Block Grant Program Year 2019 Annual Action Plan Amendment for COVID-19 Rental Assistance Relief

Director Thomas reviewed the proposed amendment to add rental assistance as an eligible activity to the CDBG Program Year 2019 Annual Action Plan based on direction by HUD. He reviewed how these funds have been distributed and will be distributed in the future.

Mayor Nehring opened the public hearing at 7:24 p.m. and solicited public comments. Seeing none, the public testimony portion of the hearing was closed.

Motion to authorize and approve the Community Development Block Grant Program Year 2019 Annual Action Plan Amendment for COVID-19 Rental Assistance Relief moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

New Business

9. Consider Approving a Letter to the Fire District Requesting Termination of the Interlocal Agreement between Marysville Fire District and the City of Marysville Regarding Facility Landscaping Maintenance to be Effective August 31, 2020

Director Nielsen reviewed this item.

Motion to authorize the Mayor to sign a Letter to the Fire District Requesting Termination of the Interlocal Agreement between Marysville Fire District and the City of Marysville Regarding Facility Landscaping Maintenance to be Effective August 31, 2020 moved by Council President Norton seconded by Councilmember King.

AYES: ALL

10. Consider Approving an Ecology Grant Agreement WQC-2020-MaryPW-00100 with the Department of Ecology

Director Nielsen discussed a \$185,000 grant that staff received from Department of Ecology to do a watershed planning study.

Motion to authorize the Mayor to sign and execute an Ecology Grant Agreement WQC-2020-MaryPW-00100 with the Department of Ecology moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

11. Consider Awarding the Contract to Construct the Downtown Stormwater Treatment Preloading Construction Contract with Tastad Construction in the Amount of \$158,121.03 and Approve a Management Reserve of \$5,000.00 for a Total Allocation of \$163,121.03

Director Nielsen explained this is a small portion of the \$5M grant that was received. It has to do with preloading the area that will actually be built.

Councilmember King asked if some of the leftover material from the 1st Street bypass project would be used for this project. Director Nielsen replied that it would.

Motion to authorize the Mayor to sign and execute the Contract to Construct the Downtown Stormwater Treatment Preloading Construction Contract with Tastad Construction in the Amount of \$158,121.03 and approve a Management Reserve of \$5,000.00 for a Total Allocation of \$163,121.03 moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

12. Consider Approving Amendment Number 1 for the Biosolids Removal and Reuse Project with American Process Group Increasing the Total Contract Amount to \$10,101,157.60

Director Nielsen reviewed this item and explained how it would save taxpayers money. He thanked Finance Director Langdon and the Finance Department for their assistance with this.

Motion to authorize the Mayor to sign and execute Amendment Number 1 for the Biosolids Removal and Reuse Project with American Process Group Increasing the Total Contract Amount to \$10,101,157.60 moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

13. Consider Approving the Interlocal Agreement with Washington State Department of Transportation Supplement Number 1 and Local Agency Federal Aid Project Prospectus, Laying the Groundwork for Authorization of \$537,670.00 in Federal Funds for Construction on Project #R1901 Citywide

Director Nielsen reviewed some of the safety improvements that would be made throughout the city with this federal grant for \$537,670. Council's authorization is needed to get these projects constructed.

Motion to authorize the Mayor to sign the Interlocal Agreement with Washington State Department of Transportation Supplement Number 1 and Local Agency Federal Aid Project Prospectus, Laying the Groundwork for Authorization of \$537,670.00 in Federal Funds for Construction on Project #R1901 Citywide moved by Councilmember James seconded by Council President Norton.

AYES: ALL

14. Consider Approving the Interlocal Agreement with Washington State Department of Transportation Supplement Number 3 and Local Agency Federal Aid Project Prospectus, Laying the Groundwork for Authorization of \$1,418,524.50 in Federal Funds for Construction on Project #R1302 from 3rd Street to 80th Street

Director Nielsen reviewed this \$1.4M federal grant.

Motion to authorize the Mayor to sign the Interlocal Agreement with Washington State Department of Transportation Supplement Number 3 and Local Agency Federal Aid Project Prospectus, Laying the Groundwork for Authorization of \$1,418,524.50 in Federal Funds for Construction on Project #R1302 from 3rd Street to 80th Street moved by Councilmember Richards seconded by Councilmember Vaughan.

AYES: ALL

15. Consider Approving the Mayor's Appointments to the Community and Housing Development Citizen Advisory Committee for 2020-2021

Director Thomas reviewed this item. The Mayor has five one-year appointments to be made.

Motion to approve the Mayor's Appointments to the Community and Housing Development Citizen Advisory Committee for 2020-2021 as listed in the agenda bill moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

16. Consider Approving the Community Grant Program

Director Langdon explained this is requesting that \$250,000 of CARES Act funding be used for community rent relief to residential community members with a cap of \$1,500 per household for those that have been impacted by COVID-19. If approved, the Mayor would have approval to award the funds in order to get this out as soon as possible. The checks would go directly to the landlords.

Motion to authorize the Mayor to initiate and administer the Community Grant Program including approving final grant awards moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

17. Consider Approving an Amendment to the Interlocal Agreement with Lake Stevens for Outdoor Video Services

Director Mizell reviewed this agreement with Lake Stevens for the potential of video services.

Motion to authorize the Mayor to sign and execute an Amendment to the Interlocal Agreement with Lake Stevens for Outdoor Video Services moved by Councilmember King seconded by Councilmember James.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring had the following comments:

- He let the City Council know that a number of thank you notes have been coming in from local small businesses thanking the City and the Council for the grant program and the impact it has had on their businesses.
- The City is working with local businesses to help businesses with permitting issues as needed to keep their businesses going.
- He has asked Association of Washington Cities CEO Peter King to use AWC to lobby the governor to extend the CARES Act spending deadline.
- He thanked Director Nielsen and his team for all the overlays and curb improvements that have been made.
- He thanked the Council, the Finance team, and Community Development for everything that has been done to facilitate the business grants.

Staff Business

Finance Director Langdon:

- She announced a Finance Committee meeting tomorrow at 3:30.
- The financial audit was clean; the accountability audit is still being conducted. The City has maintained its bond rating of Aa2.

Chief McFalls:

- He thanked Scott Allen for his participation tonight.
- He thanked Director Nielsen and the City for working with them on the landscape termination contract.
- He wished Council a nice August vacation.

Interim Chief Goldman gave an update on the audits. He also hoped Council enjoyed their break in August.

Director Nielsen:

- He noted that scheduled overlays are complete, and crews are working on striping. They will be coming back to Council in September for some downtown overlays.
- State Avenue will be shut down on August 5 from 7 a.m. to 7 p.m. to install five of the nine girders for the bridge. The bridge project is moving along ahead of schedule.
- He asked Council for suggestions on renaming the 1st Street bypass. This project is also way ahead of schedule.

Director Thomas had no further comments.

Public Relations Administrator Connie Mennie gave an update on the City's social media program on Facebook, Twitter, NextDoor, Instagram, and LinkedIn.

Human Resources Manager Lester had no comments.

Director Mizell announced a Cedar Fields grand opening event on Friday, September 18 and Saturday, September 19.

City Attorney Walker stated the need for an Executive Session to address three items - two having to do with collective bargaining negotiations with action expected on one item and one regarding leasing city property with action expected. The estimated time was ten minutes.

CAO Hirashima had no further comments.

Call on Councilmembers

Councilmember Stevens had no comments.

Councilmember Vaughan had no comments.

Councilmember Richards asked Director Langdon about tax revenues. Director Langdon reported no new information since the last meeting.

Councilmember James had no comments.

Councilmember King thanked his neighbor, Scott Allen, for commenting tonight. He thanked Mayor Nehring for being so responsive to citizen concerns.

Council President Norton congratulated Finance Director Langdon on the audit and bond rating.

Adjournment/Recess

Council recessed at 8:15 into Executive Session to address three items as described by City Attorney Walker with action expected on two items and an estimated time of ten minutes.

Executive Session

- A. Litigation
- B. Personnel – two collective bargaining negotiation items, RCW 42.30.140(4)(a)
- C. Real Estate – one leasing city property item, RCW 42.30.110(1)(c)

Executive session was held to address two collective bargaining negotiation items and one leasing city property item for an initial 10 minutes and then extended for 10 minutes and 15 minutes.

Reconvene

Adjournment

Motion to Adjourn moved by Councilmember Richards seconded by Councilmember James.

The meeting adjourned at 8:55 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Update
Index #4

City Council



**1049 State Avenue
Marysville, WA 98270**

**Special Meeting
August 20, 2020**

Call to Order / Flag Salute

Mayor Nehring called the Special Meeting to order at 4:00 p.m. and led those present in the flag salute.

Roll Call

Present:

Mayor Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Steve Muller

Staff: CAO Gloria Hirashima, Deputy City Attorney Burton Eggertsen, Human Resources Manager Teri Lester, Assistant Finance Director Jan Berg, Information Systems Analyst Mike Davis, Information Systems Administrator Chris Brown

Executive Session

- A. Litigation
- B. Personnel – one applicant for public employment qualifications review item, RCW 42.30.110(1)(g) and one collective bargaining planning item, RCW 42.30.140(4)(b)
- C. Real Estate

Deputy City Attorney Burton Eggertsen stated that Executive Session would be held for the purpose of reviewing the employment contract for the Chief of Police and changes to the Teamsters' Union contract. It was anticipated that the Executive Session would be 15 minutes.

Council recessed into Executive Session at 4:03 p.m. for 15 minutes and extended an additional 10 minutes before reconvening.

Police Chief Contract

Motion made by Councilmember Richards, seconded by Councilmember King, to authorize the Mayor to sign the employment contract with Erik Scairpon for Chief of Police, with the addition of a condition to live within 35 miles or 60 minutes of Marysville.

VOTE: 2 – 3 Withdrawn by Councilmember Richards

Motion made by Councilmember Norton, seconded by Councilmember James, to authorize the Mayor to sign the employment contract with Erik Scairpon for Chief of Police.

AYES: ALL

Teamsters Contract

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to authorize the Mayor to sign the Memorandum of Understanding establishing a new Appendix A and Article IV to the agreement by and between the City of Marysville and Teamsters Local Union No. 763.

AYES: ALL

Mayor's Comments

Mayor Nehring explained he would be sending the Council a proposed letter soon regarding the I-5/529 interchange project. He hopes to gather all the signatures and get it sent off by Monday. He thanked the Council for making time for this Special Meeting.

Staff Business

CAO Hirashima noted that the start date for the Chief of Police will be September 21.

Call on Council

Councilmember Muller asked about Interim Chief Goldman's plans. CAO Hirashima explained that Interim Chief Goldman will be involved in the transition for about six months, and then plans to retire next year.

Adjournment

The meeting adjourned at 4:28 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #9

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

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 August 12, 2020 claims in the amount of \$1,617,035.97 paid by EFT transactions and Check No.'s 142574 through 142717 with no Check number voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,617,035.97 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 142574 THROUGH 142717 WITH NO CHECK NUMBER VOIDED**, 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 **14th DAY OF SEPTEMBER 2020**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/6/2020 TO 8/12/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142574	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 7/26-7/31	MEDICAL CLAIMS	60,364.24
142575	STRIDER CONSTRUCTION	PAY ESTIMATE #3	GMA - STREET	814,003.61
142576	ACLARA TECHNOLOGIES	SUPPORT MAINTENANCE	METER READING	11,353.00
142577	ANDERSON, KRISTEN	PRO-TEM SERVICE	MUNICIPAL COURTS	1,665.00
142578	ANNEN, PHYLLIS A	UB REFUND	WATER/SEWER OPERATION	38.66
142579	APPLIED CONCEPTS INC	WINDOW COVERING	EQUIPMENT RENTAL	854.73
142580	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
142581	ASSOC OF SHERIFFS	DUES-LAMOUREUX	POLICE ADMINISTRATION	75.00
142582	AWWA	AWWA GROUP MEMBERSHIP	UTIL ADMIN	4,014.00
142583	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	33.83
142584	BICKFORD FORD	GASKET REFUND	EQUIPMENT RENTAL	-29.29
	BICKFORD FORD	VALVE COVER GASKET	EQUIPMENT RENTAL	28.04
	BICKFORD FORD	GASKET	EQUIPMENT RENTAL	29.29
	BICKFORD FORD	SPARK PLUGS, GASKET AND IGNITION COIL	EQUIPMENT RENTAL	521.40
	BICKFORD FORD	SPARK PLUGS AND IGNITION COILS	EQUIPMENT RENTAL	726.30
142585	BLUE MARBLE ENV	RECYCLING PROJECT 2ND QTR 2020	SOLID WASTE OPERATIONS	3,350.00
142586	BOPP, ROGER & CANDAC	UB REFUND	GARBAGE	25.00
142587	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
142588	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,080.00
142589	BUILDERS EXCHANGE	LEGAL ADS	GMA-PARKS	99.05
142590	BULINGAME, GARY	VIDEO	RECREATION SERVICES	10.93
142591	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	84.58
142592	CENTRAL WELDING SUPP	PRICE ADJUSTMENT	ER&R	-21.86
	CENTRAL WELDING SUPP		ER&R	-21.86
	CENTRAL WELDING SUPP	SHOVEL	ER&R	26.09
	CENTRAL WELDING SUPP	RAIN GEAR	ER&R	278.72
	CENTRAL WELDING SUPP		ER&R	464.53
142593	CHAMPION BOLT	HARDWARE	WASTE WATER TREATMENT	43.41
	CHAMPION BOLT		WASTE WATER TREATMENT	80.24
142594	CLIFTON, JEANNE	UB REFUND	GARBAGE	49.22
142595	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
142596	COASTAL FARM & HOME	GAS CANS	WATER DIST MAINS	97.24
142597	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
142598	COOP SUPPLY	PLANT FOOD	PARK & RECREATION FAC	30.59
	COOP SUPPLY	HOSES AND CONNECTOR	PARK & RECREATION FAC	132.21
142599	CORBET, JOSEPH	UB REFUND	WATER/SEWER OPERATION	6.63
142600	CORE & MAIN LP	FLANGE AND GASKET	METER READING	352.75
	CORE & MAIN LP	METER ADAPTERS	WATER SERVICE INSTALL	1,412.34
	CORE & MAIN LP	NEPTUNE METERS	WATER SERVICE INSTALL	8,325.85
142601	COUGAR TREE SERVICE	TREE REMOVAL	ARTERIAL STREET-GENL	874.40
142602	CRYSTAL SPRINGS	COOLER RENTAL AND WATER	COMMUNITY	37.42
142603	CUZ CONCRETE PROD	MANHOLE ADJUSTMENT RINGS	ROADWAY MAINTENANCE	181.05
142604	DATA QUEST LLC	BACKGROUND CHECKS	POLICE ADMINISTRATION	125.00
142605	DAVEY TREE SURGERY	PRUNING SERVICE	ROADSIDE VEGETATION	5,984.18
142606	DEAN, PAUL & MELLISA	UB REFUND	WATER/SEWER OPERATION	44.80
142607	DEPASQUALE, PATRICK		WATER/SEWER OPERATION	100.00
142608	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	309.87
	DICKS TOWING		EQUIPMENT RENTAL	311.28
	DICKS TOWING		EQUIPMENT RENTAL	387.34
	DICKS TOWING	TOWING EXPENSE #J035	EQUIPMENT RENTAL	737.78
142609	DK SYSTEMS, INC.	HVAC MAINTENANCE	SOURCE OF SUPPLY	109.85
	DK SYSTEMS, INC.		SUNNYSIDE FILTRATION	261.23
	DK SYSTEMS, INC.		OPERA HOUSE	288.01

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/6/2020 TO 8/12/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142628	GRANITE CONST	ASPHALT AND TACK	ROADWAY MAINTENANCE	774.87
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	925.62
142629	GREENSHIELDS	CRIMP FITTINGS	ER&R	70.83
142630	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
142631	HACH COMPANY	SOLUTION	WATER QUAL TREATMENT	51.15
	HACH COMPANY	POCKET COLORMETER	WATER QUAL TREATMENT	499.51
	HACH COMPANY	TESTING SUPPLIES	WATER QUAL TREATMENT	556.26
	HACH COMPANY	SENSOR CAP KITS AND DPD REAGENTS	WASTE WATER TREATMENT	626.24
142632	HAMILTON, LISA	EVENT CANCELLATION REFUND	PARKS-RECREATION	49.00
142633	HARBOR FREIGHT TOOLS	MAGNETS	STORM DRAINAGE	25.13
	HARBOR FREIGHT TOOLS		SEWER MAIN COLLECTION	25.13
142634	HB JAEGER	MANHOLE HOOKS	ER&R	197.28
142635	HD FOWLER COMPANY	SOIL PIPE	METER READING	272.49
	HD FOWLER COMPANY	MJ CAPS, RESTRAINTS, GASKETS AND BOLTS	WATER MAINS INSTALL	768.23
142636	HOME DEPOT USA	MOPS	CUSTODIAL SERVICES	65.47
142637	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	16.30
142638	HOUBLER, JOHN	REFUND PLUMBING PERMIT FEES	NON-BUS LICENSES AND	2,620.00
142639	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
142640	IAPMO	MEMBERSHIP DUES-DORCAS	COMMUNITY	300.00
142641	IRON MOUNTAIN	ROCK	STORM DRAINAGE	280.63
	IRON MOUNTAIN		STORM DRAINAGE	303.99
	IRON MOUNTAIN	CRUSHED ROCK	WASTE WATER TREATMENT	643.01
	IRON MOUNTAIN	ASPHALT	STORM DRAINAGE	3,577.49
142642	J. THAYER COMPANY	OFFICE SUPPLIES	PURCHASING/CENTRAL	8.55
	J. THAYER COMPANY		WATER DIST MAINS	184.30
142643	KANE, RACHEL	EVENT CANCELLATION REFUND	PARKS-RECREATION	120.00
142644	KELLER SUPPLY COMPAN	RESTROOM REPAIR SUPPLIES	PUBLIC HEALTH EXPENSE	551.47
142645	KING, JEREMY	REIMBURSE MILEAGE	YOUTH SERVICES	284.05
142646	KING, RENA & RYAN	UB REFUND	WATER/SEWER OPERATION	391.02
142647	KINGSBURY, BRANDON		WATER/SEWER OPERATION	176.25
142648	LAKE STEVENS SCHOOL	MITIGATION FEES-JULY 2020	SCHOOL MIT FEES	209,815.00
142649	LIBERTY FENCE LLC	FENCE INSTALLATION	SEWER LIFT STATION	2,001.28
142650	LIFEWISE ASSURANCE	AUGUST 2020 STOP LOSS	MEDICAL CLAIMS	48,111.84
142651	LOWES HIW INC	RACK SHELF	UTIL ADMIN	113.08
142652	MAKENA, SHANNON	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
142653	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
142654	MCCONNELL, NICOLE	UB REFUND	WATER/SEWER OPERATION	100.68
142655	MIDWEST CARD & ID	SALAMADERLIVE RENEWAL	EXECUTIVE ADMIN	830.68
142656	MITCHELL, JAMIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
142657	MITIGATION BANKING	WETLAND MITIGATION CREDITS	GMA-PARKS	30,825.00
142658	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		RECREATION SERVICES	7.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		LEGAL-GENL	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	7.65
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.65
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.30
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	22.95
	MOBILEGUARD, INC.		GENERAL	30.60
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	38.25
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	45.90
	MOBILEGUARD, INC.		STORM DRAINAGE	45.90

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/6/2020 TO 8/12/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142658	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	POLICE INVESTIGATION	53.55
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		ENGR-GENL	68.85
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	68.85
	MOBILEGUARD, INC.		UTIL ADMIN	99.45
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	107.10
	MOBILEGUARD, INC.		COMPUTER SERVICES	121.34
	MOBILEGUARD, INC.		POLICE PATROL	382.50
142659	MOUNTAIN MIST	COOLER RENTAL AND WATER	COMMUNITY CENTER	4.81
	MOUNTAIN MIST		SEWER MAIN COLLECTION	11.58
	MOUNTAIN MIST		WASTE WATER TREATMENT	11.59
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	11.59
	MOUNTAIN MIST		SEWER MAIN COLLECTION	17.92
	MOUNTAIN MIST		WASTE WATER TREATMENT	17.93
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	17.93
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	22.22
	MOUNTAIN MIST		SEWER MAIN COLLECTION	22.22
	MOUNTAIN MIST		WASTE WATER TREATMENT	22.23
142660	MURDOCH, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	130.00
142661	NCSI	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	37.00
	NCSI		PERSONNEL ADMINISTRATION	92.50
142662	NEWMAN, PETER & JENN	UB REFUND	WATER/SEWER OPERATION	220.53
142663	NOEL, LISA		WATER/SEWER OPERATION	682.25
142664	NORTH COAST ELECTRIC	FILTERS	SOURCE OF SUPPLY	73.50
142665	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	787.20
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	803.60
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	2,688.78
142666	NORTHWEST CORROSION	SYSTEM CHECKOUTS	WATER SUPPLY MAINS	2,950.00
142667	NORTHWEST PLAYGROUND	PLAYGROUND REPAIR PARTS	PARK & RECREATION FAC	1,645.30
142668	NW DIESEL LLC	UB REFUND	GARBAGE	513.88
142669	O'KELLY, BETTY	UB REFUND	WATER/SEWER OPERATION	64.50
142670	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	27.55
	OFFICE DEPOT		UTIL ADMIN	27.83
	OFFICE DEPOT		ENGR-GENL	27.83
	OFFICE DEPOT		COMMUNITY	51.36
	OFFICE DEPOT		ENGR-GENL	52.70
	OFFICE DEPOT		POLICE INVESTIGATION	132.73
	OFFICE DEPOT		UTIL ADMIN	148.24
	OFFICE DEPOT		COMMUNITY	415.73
	OFFICE DEPOT		UTIL ADMIN	472.16
142671	PACIFIC INDUSTRIAL^	UB REFUND	GARBAGE	221.64
142672	PACIFIC POWER BATTER	BATTERIES	COURT FACILITIES	11.59
	PACIFIC POWER BATTER	TERMINALS	PARK & RECREATION FAC	12.07
142673	PACIFIC TOPSOILS	DEBRIS REMOVAL	ROADSIDE VEGETATION	200.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	240.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	1,000.00
142674	PARTS STORE, THE	ORING REFUND	EQUIPMENT RENTAL	-5.43
	PARTS STORE, THE	ORINGS	EQUIPMENT RENTAL	5.43
	PARTS STORE, THE		EQUIPMENT RENTAL	7.76
	PARTS STORE, THE	PINION SEAL	EQUIPMENT RENTAL	10.68
	PARTS STORE, THE	SERPENTINE BELT	EQUIPMENT RENTAL	30.32
	PARTS STORE, THE	HOSE CLAMPS	EQUIPMENT RENTAL	53.78
	PARTS STORE, THE	FILTERS AND WIPER BLADES	ER&R	217.35
142675	PARTSMASTER	WELDING AND GRINDING SUPPLIES	EQUIPMENT RENTAL	805.08
142676	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	52.14
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	221.93
	PETROCARD SYSTEMS		COMMUNITY	238.26
	PETROCARD SYSTEMS		PARK & RECREATION FAC	779.56
	PETROCARD SYSTEMS		GENERAL	2,258.36
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,754.91
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,870.49

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/6/2020 TO 8/12/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142676	PETROCARD SYSTEMS	FUEL CONSUMED	POLICE PATROL	6,882.66
142677	PILCHUCK RENTALS	TRIMMER LINE	STORM DRAINAGE	65.57
	PILCHUCK RENTALS	2 CYCLE OIL	PARK & RECREATION FAC	104.08
	PILCHUCK RENTALS	SHREDDER BLADES AND GATORLINE	STORM DRAINAGE	289.65
142678	PLATT ELECTRIC	ELECTRICAL PARTS	SOURCE OF SUPPLY	3.31
	PLATT ELECTRIC		SEWER LIFT STATION	3.31
	PLATT ELECTRIC	ELECTRICAL PARTS	SOURCE OF SUPPLY	17.70
	PLATT ELECTRIC		SEWER LIFT STATION	17.70
	PLATT ELECTRIC	LUGS	SOURCE OF SUPPLY	61.12
	PLATT ELECTRIC	CORD AND PLUG	ROADWAY MAINTENANCE	70.06
	PLATT ELECTRIC	JUNCTION BOXES, CONDUIT AND STRAPS	SOURCE OF SUPPLY	177.24
	PLATT ELECTRIC	ELECTRICAL PARTS	SOURCE OF SUPPLY	185.41
	PLATT ELECTRIC		SEWER LIFT STATION	185.41
	PLATT ELECTRIC	FLOOD LIGHT BULBS	PARK & RECREATION FAC	220.93
	PLATT ELECTRIC	CONTACTS AND LAMPS	WASTE WATER TREATMENT	742.08
142679	PNWS-AWWA	WTC SHORT SCHOOL-BRYANT, K	UTIL ADMIN	30.00
142680	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	24.00
142681	PUD	ACCT #201380995	PUMPING PLANT	17.62
	PUD	ACCT #200998532	PARK & RECREATION FAC	18.14
	PUD	ACCT #202791166	PUMPING PLANT	18.36
	PUD	ACCT #202461026	MAINT OF GENL PLANT	19.28
	PUD	ACCT #204933311	PUMPING PLANT	19.84
	PUD	ACCT #221100092	GMA - STREET	19.84
	PUD	ACCT #202178158	SEWER LIFT STATION	24.80
	PUD	ACCT #201610185	TRANSPORTATION	28.63
	PUD	ACCT #202220760	GOLF ADMINISTRATION	29.26
	PUD	ACCT #200650745	TRANSPORTATION	33.63
	PUD	ACCT #201670890	TRANSPORTATION	35.94
	PUD	ACCT #202140489	TRANSPORTATION	37.85
	PUD	ACCT #220153100	TRANSPORTATION	41.56
	PUD	ACCT #202368536	TRANSPORTATION	47.27
	PUD	ACCT #202102190	TRANSPORTATION	47.52
	PUD	ACCT #220298624	STREET LIGHTING	48.18
	PUD	ACCT #200800704	STREET LIGHTING	48.58
	PUD	ACCT #202183679	TRANSPORTATION	48.91
	PUD	ACCT 3201046380	PARK & RECREATION FAC	56.90
	PUD	ACCT #200869303	TRANSPORTATION	61.79
	PUD	ACCT #200827277	TRANSPORTATION	62.20
	PUD	ACCT #220761175	OPERA HOUSE	63.43
	PUD	ACCT #202689105	WASTE WATER TREATMENT	67.83
	PUD	ACCT #202143111	TRANSPORTATION	86.78
	PUD	ACCT #202490637	SEWER LIFT STATION	90.51
	PUD	ACCT #202463543	SEWER LIFT STATION	99.97
	PUD	ACCT #202294336	STREET LIGHTING	105.99
	PUD	ACCT #202572327	STREET LIGHTING	107.17
	PUD	ACCT #220731285	STREET LIGHTING	114.35
	PUD	ACCT #202030078	TRANSPORTATION	138.26
	PUD	ACCT #200084150	TRANSPORTATION	198.38
	PUD	ACCT #202689287	WASTE WATER TREATMENT	373.11
	PUD	ACCT #201639630	GOLF ADMINISTRATION	729.60
	PUD	ACCT #201577921	PUMPING PLANT	5,470.43
142682	PUGET SOUND SECURITY	KEYS MADE AND TAGS	PARK & RECREATION FAC	31.02
142683	QUADIENT LEASING USA	POSTAGE SUPPLIES	MUNICIPAL COURTS	213.04
142684	ROBERTS, BRENDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
142685	ROBINSON, ROY	UB REFUND	WATER/SEWER OPERATION	88.57
142686	ROBINSON, ROY	UB REFUND	WATER/SEWER OPERATION	89.33
142687	SAFECO INSURANCE	CLAIM FOR DAMAGES	RISK MANAGEMENT	2,044.78
142688	SAFETY SOURCE LLC	STEEL PLATE RENTAL	METER READING	371.62
142689	SAFEWAY INC.	TRAINING SUPPLIES	EXECUTIVE ADMIN	97.44
142690	SAFEWAY INC.	PARKS SUPPLIES	PUBLIC HEALTH EXPENSE	36.08
	SAFEWAY INC.		RECREATION SERVICES	75.06

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142691	SAFEWAY INC.	POLICE SUPPLIES	DETENTION & CORRECTION	127.40
142692	SANDERS, ANTHONY	UB REFUND	WATER/SEWER OPERATION	124.16
142693	SHI INTERNATIONAL	ADOBE ACROBAT PRO DC	LEGAL-GENL	17.00
142694	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTILITY BILLING	5.13
	SHRED-IT US		CITY CLERK	5.14
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
142695	SIGNARAMA	LED READERBOARD SIGN	RECREATION SERVICES	7,136.87
142696	SNO CO TREASURER	INMATE MEDICAL-JUNE 2020	DETENTION & CORRECTION	1,237.40
142697	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	91,546.34
142698	SOUND PUBLISHING	LEGAL AD	GENL GVRNMNT SERVICES	54.60
142699	SSG MINERAL RESOURCE	DUMP FEES	WATER DIST MAINS	60.00
142700	STAPP, MARSHAL	UB REFUND	WATER/SEWER OPERATION	211.11
142701	STATE PATROL	FINGERPRINT ID SERVICES	INTERGOVERNMENTAL	842.50
142702	STONEMAN ELECTRIC	NETWORK CARDS	SEWER LIFT STATION	2,915.63
142703	TRANSPORTATION, DEPT	PROJECT COSTS-JUNE 2020	GMA - STREET	286.33
	TRANSPORTATION, DEPT		GMA - STREET	2,773.69
142704	TRUE NORTH EQUIPMENT	CREDIT MEMO WRONG SALES TAX RATE	ER&R	-6,839.36
	TRUE NORTH EQUIPMENT	CUROTTO CAN DUMP ARM ASSY	ER&R	6,839.36
	TRUE NORTH EQUIPMENT		ER&R	6,863.20
142705	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	1.26
142706	USDA-APHIS-WILDLIFE	INSPECTION SERVICES	STORM DRAINAGE	771.10
142707	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	1,028.72
142708	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.19
	VERIZON		OFFICE OPERATIONS	480.18
	VERIZON		POLICE PATROL	2,200.85
142709	WASHINGTON PRODUCE	CARES ACT-COVID FOOD BANK PURCHASE	PUBLIC HEALTH EXPENSE	306.00
142710	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	140,523.83
142711	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,932.42
142712	WEBSTER, SEAN	UB REFUND	WATER/SEWER OPERATION	112.11
142713	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	384.73
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	384.74
142714	WHISTLE WORKWEAR	BOOTS-PHIPPS	SOLID WASTE OPERATIONS	197.63
142715	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTIL ADMIN	130.07
142716	ZAVALA NUNEZ, JOSE A	UB REFUND	WATER/SEWER OPERATION	189.87
142717	ZIPLY FIBER	PHONE CHARGES	CITY CLERK	10.00
	ZIPLY FIBER		CRIME PREVENTION	10.00
	ZIPLY FIBER		COMMUNITY CENTER	10.00
	ZIPLY FIBER		SOLID WASTE CUSTOMER	10.00
	ZIPLY FIBER		GOLF ADMINISTRATION	10.00
	ZIPLY FIBER		PURCHASING/CENTRAL	10.00
	ZIPLY FIBER		FACILITY MAINTENANCE	10.00
	ZIPLY FIBER		PROPERTY TASK FORCE	20.01
	ZIPLY FIBER		RECREATION SERVICES	30.01
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	30.01
	ZIPLY FIBER		WATER QUAL TREATMENT	30.01
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	40.01
	ZIPLY FIBER		LEGAL - PROSECUTION	40.02
	ZIPLY FIBER		LEGAL-GENL	40.02
	ZIPLY FIBER		GENERAL	40.02
	ZIPLY FIBER		STORM DRAINAGE	40.02
	ZIPLY FIBER		FINANCE-GENL	50.02
	ZIPLY FIBER		YOUTH SERVICES	50.02
	ZIPLY FIBER		EQUIPMENT RENTAL	50.02
	ZIPLY FIBER		CITY HALL	50.28
	ZIPLY FIBER		POLICE ADMINISTRATION	50.29
	ZIPLY FIBER		POLICE PATROL	50.29
	ZIPLY FIBER		COMMUNICATION CENTER	50.29
	ZIPLY FIBER		UTILITY BILLING	50.29
	ZIPLY FIBER		GENERAL	50.29
	ZIPLY FIBER		GOLF ADMINISTRATION	50.29

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/6/2020 TO 8/12/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142717	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	57.26
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	58.64
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	58.79
	ZIPLY FIBER	PHONE CHARGES	PARK & RECREATION FAC	60.02
	ZIPLY FIBER		UTILITY BILLING	70.03
	ZIPLY FIBER		COMPUTER SERVICES	70.05
	ZIPLY FIBER		POLICE INVESTIGATION	80.03
	ZIPLY FIBER		EXECUTIVE ADMIN	90.03
	ZIPLY FIBER		POLICE ADMINISTRATION	90.03
	ZIPLY FIBER		WASTE WATER TREATMENT	90.03
	ZIPLY FIBER		COMMUNITY	100.57
	ZIPLY FIBER		DETENTION & CORRECTION	100.57
	ZIPLY FIBER		OFFICE OPERATIONS	100.57
	ZIPLY FIBER		COMMUNITY CENTER	100.57
	ZIPLY FIBER		GOLF ADMINISTRATION	100.57
	ZIPLY FIBER		OFFICE OPERATIONS	110.04
	ZIPLY FIBER		MUNICIPAL COURTS	120.05
	ZIPLY FIBER		ENGR-GENL	170.07
	ZIPLY FIBER		DETENTION & CORRECTION	170.07
	ZIPLY FIBER		UTIL ADMIN	170.07
	ZIPLY FIBER		COMMUNITY	190.07
	ZIPLY FIBER		PARK & RECREATION FAC	201.14
	ZIPLY FIBER		WASTE WATER TREATMENT	251.43
	ZIPLY FIBER		UTIL ADMIN	251.43
	ZIPLY FIBER		POLICE PATROL	490.19

WARRANT TOTAL: 1,617,035.97

- REASON FOR VOIDS:
- INITIATOR ERROR
 - CHECK LOST/DAMAGED
 - UNCLAIMED PROPERTY

Index #10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

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 August 19, 2020 claims in the amount of \$9,389,196.14 paid by EFT transactions and Check No.'s 142718 through 142858 with Check number's 138502 & 140004 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

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 **\$9,389,196.14 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 142718 THROUGH 142858 WITH CHECK NUMBER'S 138502 & 140004 VOIDED**, 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 **14th DAY OF SEPTEMBER 2020.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/13/2020 TO 8/19/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142718	LICENSING, DEPT OF	CPL BATCH	INTERGOVERNMENTAL	456.00
142719	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 8/1/20 - 8/8/20	MEDICAL CLAIMS	29,895.90
142720	REVENUE, DEPT OF	EXCISE TAXES - JULY 2020	CITY CLERK	1.34
	REVENUE, DEPT OF		WATER/SEWER OPERATION	26.24
	REVENUE, DEPT OF		ER&R	42.78
	REVENUE, DEPT OF		POLICE ADMINISTRATION	64.41
	REVENUE, DEPT OF		GENERAL FUND	97.87
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,289.56
	REVENUE, DEPT OF		STORM DRAINAGE	6,927.24
	REVENUE, DEPT OF		GOLF COURSE	25,378.36
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	28,481.47
	REVENUE, DEPT OF		UTIL ADMIN	70,217.18
142721	SCARSELLA BROS	PAY ESTIMATE #14	GMA - STREET	1,261,911.68
142722	LYDIG CONSTRUCTION	CIVIC CENTER APPLICATION PAYMENT #7	CAPITAL EXPENDITURES	3,222,078.37
142723	AMERICAN PROCESS	PAY ESTIMATE #3	UTILITY CONSTRUCTION	-217,455.74
	AMERICAN PROCESS		SEWER CAPITAL PROJECTS	4,349,114.88
142724	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 8/9-8/15	MEDICAL CLAIMS	70,018.41
142725	ALS LABORATORY	LAB ANALYSIS	STORM DRAINAGE	815.00
142726	AMAZON CAPITAL	CREDIT MEMO FOR #1PPF-47X3-7CQQ	FINANCE-GENL	-203.29
	AMAZON CAPITAL	LEVIS JEANS - RETURN/REFUND	COMMUNITY	-75.25
	AMAZON CAPITAL		COMMUNITY	-32.77
	AMAZON CAPITAL	JEANS CASEY WESSEL	COMMUNITY	9.97
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	16.40
	AMAZON CAPITAL	JEANS CASEY WESSEL	COMMUNITY	35.70
	AMAZON CAPITAL		COMMUNITY	35.70
	AMAZON CAPITAL		COMMUNITY	35.80
	AMAZON CAPITAL	FLASH DRIVE SUPPLIES	POLICE INVESTIGATION	42.60
	AMAZON CAPITAL	2 - 12 VOLT FANS FOR CAR	ROADWAY MAINTENANCE	50.26
	AMAZON CAPITAL	HARD DRIVE SUPPLIES	POLICE INVESTIGATION	52.45
	AMAZON CAPITAL	CHIPS	DETENTION & CORRECTION	58.16
	AMAZON CAPITAL	THERMOMETER COVERS-COVID SUPPLIES	PUBLIC HEALTH EXPENSE	87.30
	AMAZON CAPITAL	COVID PURELL	PUBLIC HEALTH EXPENSE	1,836.24
142727	ANDERSON, CATHY	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142728	AR TRUCKING & EXCA	TRUCK/HAULING ROCK	STORM DRAINAGE	1,350.00
142729	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
142730	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	49.45
142731	BALLARD, ARIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142732	BENNETT-BROULLETT, D	INSTRUCTOR SERVICES	PARKS-RECREATION	96.00
142733	BILLING DOCUMENT SPE	TRANSACTION FEES - JULY	UTILITY BILLING	2,682.98
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,179.55
142734	BILLS BLUEPRINT INC	PRINT PLANS FOR OLYMPIC VIEW PARK	GMA-PARKS	319.98
142735	BOTESCH, NASH & HALL	PROFESSIONAL SERVICES	CAPITAL EXPENDITURES	37,056.50
142736	BRAKE AND CLUTCH	AIR BRAKE CAN AND CAGING BOLT KIT	ER&R	70.50
142737	BUSH, ANNE	INSTRUCTOR SERVICES	PARKS-RECREATION	96.00
142738	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	182.00
142739	CASCADE COLUMBIA	SALT CARGILL COARSE	SUNNYSIDE FILTRATION	5,953.44
	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	12,893.99
142740	CASTIGLIONE, SHARON	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142741	CENTRAL WELDING SUPP	PADLOCKS	ER&R	78.04
	CENTRAL WELDING SUPP	BLOODBORNE PATHOGEN KITS	ER&R	101.10
	CENTRAL WELDING SUPP	PADLOCKS, SAFETY VESTS AND GLOVES	ER&R	452.29
142742	COOP SUPPLY	SLEDGE HAMMER	SEWER MAIN COLLECTION	19.12
	COOP SUPPLY		STORM DRAINAGE	19.12
	COOP SUPPLY	10LB PLANT FOOD, 6' SLIDE GATE AND WHEEL	PARK & RECREATION FAC	46.98
142743	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,018.20
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	2,597.92
142744	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	4.36
142745	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	1,475.55
	COUGAR TREE SERVICE	TREE REMOVAL AND STUMP GRIND	ROADSIDE VEGETATION	2,240.65
142746	DELISLE, SANDRA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00

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142764	GRAINGER	4" TAMPER STEEL HANDLE	PARK & RECREATION FAC	63.24
	GRAINGER	DRAIN PAN STEEL AND ABSORBENT PAD	PARK & RECREATION FAC	110.43
	GRAINGER	EXHAUST FAN FOR RANNEY WELL	SOURCE OF SUPPLY	170.42
142765	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	406.48
	GRANITE CONST	TACK AND ASPHALT	ROADWAY MAINTENANCE	581.06
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	828.77
142766	GREENSHIELDS	HYDRAULIC HOSE FITTINGS	EQUIPMENT RENTAL	49.64
	GREENSHIELDS	HYDRAULIC HOSE	STORM DRAINAGE	106.61
142767	GROCERY OUTLET	COVID PURCHASE FOR FOOD BANK	ECONOMIC SUPPORT	1,105.00
	GROCERY OUTLET		ECONOMIC SUPPORT	3,709.44
142768	GRUENHAGEN, PAT	REIMBURSE WORK BOOT PURCHASE	ENGR-GENL	192.49
142769	GUNDERSON, MELODY	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142770	HAFENSCHER, DORA		PARKS-RECREATION	50.00
142771	HANFT, JENNIFER		PARKS-RECREATION	50.00
142772	HB JAEGER	COPPER TUBING	WATER/SEWER OPERATION	1,151.58
142773	HD FOWLER COMPANY	MARKING PAINT	WATER DIST MAINS	114.58
	HD FOWLER COMPANY	ROTOR W/CHECK VALVE AND SOLENOID	PARK & RECREATION FAC	228.97
	HD FOWLER COMPANY	BRASS PARTS, WRENCHES AND PAINT	ER&R	853.54
	HD FOWLER COMPANY	VALVE BOXES AND PVC PARTS	PARK & RECREATION FAC	1,831.07
	HD FOWLER COMPANY	BRASS PARTS, WRENCHES AND PAINT	WATER/SEWER OPERATION	1,954.47
142774	HEWLETT PACKARD	PRINTER CHARGES	PERSONNEL ADMINISTRATION	0.92
	HEWLETT PACKARD		WATER QUAL TREATMENT	4.44
	HEWLETT PACKARD		PARK & RECREATION FAC	4.62
	HEWLETT PACKARD		SEWER MAIN COLLECTION	6.54
	HEWLETT PACKARD		STORM DRAINAGE	6.54
	HEWLETT PACKARD		UTIL ADMIN	8.26
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	16.15
	HEWLETT PACKARD		WASTE WATER TREATMENT	28.46
	HEWLETT PACKARD		CITY CLERK	65.01
	HEWLETT PACKARD		FINANCE-GENL	65.01
	HEWLETT PACKARD		UTILITY BILLING	106.86
	HEWLETT PACKARD		MUNICIPAL COURTS	114.95
	HEWLETT PACKARD		COMPUTER SERVICES	300.78
142775	HOLLIS, JOSH	INSTRUCTOR SERVICES	PARKS-RECREATION	96.00
142776	HOME DEPOT USA	(36) ENDBAC DISINFECTANT SPRAY - COVID	ER&R	213.66
142777	HUMAN SERVICES	EMBEDDED SOCIAL WORKER 2ND QTR	EMBEDDED SOCIAL WORKER	39,605.19
142778	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	32,415.98
142779	JENKINS, LISA	UB REFUND	WATER/SEWER OPERATION	20.56
142780	JP COOKE COMPANY,THE	ANNUAL ANIMAL TAGS AND S-HOOKS	GENERAL FUND	-6.88
	JP COOKE COMPANY,THE		COMMUNITY	80.88
142781	KAISER PERMANENTE	DOT EMPLOYEE PHYSICALS	SOLID WASTE OPERATIONS	250.00
	KAISER PERMANENTE		GENERAL	250.00
	KAISER PERMANENTE		PARK & RECREATION FAC	250.00
	KAISER PERMANENTE		UTIL ADMIN	1,000.00
142782	KELKENBERG, MISTY	EVENT CANCELLATION REFUND	PARKS-RECREATION	85.00
142783	KIEF, TONI		PARKS-RECREATION	50.00
142784	KINDINGER, DEB		PARKS-RECREATION	50.00
142785	KLEINER, LARRY	UB REFUND	WATER/SEWER OPERATION	227.40
142786	KUNTZ, JOHN	EVENT CANCELLATION REFUND	PARKS-RECREATION	100.00
142787	L&W SUPPLY CORP	2X4 RADAR CP2/24 SLT48SF	PUBLIC SAFETY BLDG	48.19
142788	LABOR & INDUSTRIES	BOILER PRESSURE VESSEL PSB	PUBLIC SAFETY BLDG	50.80
142789	LAKESIDE INDUSTRIES	ASPHALT	WATER DIST MAINS	899.76
142790	LANGFORD, KATHERINE	INSTRUCTOR SERVICES	PARKS-RECREATION	96.00
142791	LEE, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	64.00
142792	LES SCHWAB TIRE CTR	TIRES	ER&R	759.74
142793	LOPEZ, MICHAEL	UB REFUND	WATER/SEWER OPERATION	143.51
142794	LOWES HIW INC	DISPOSABLE MASKS COVID	PUBLIC HEALTH EXPENSE	105.68
142795	LX CONSTRUCTION	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-144.10
	LX CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
142796	MACDONALD, ATHENA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142797	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	2,936.36

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142798	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	23,554.85
142799	MARYSVILLE SCHOOL	FACILITY RENTAL CEDARCREST MS	RECREATION SERVICES	144.00
142800	MARYSVILLE, CITY OF	UTILITY SERVICE 6302 152ND ST NE	PARK & RECREATION FAC	41.29
	MARYSVILLE, CITY OF	UTILITY SERVICE 15524 SMOKEY POINT BLVD	PUBLIC SAFETY BLDG	198.45
	MARYSVILLE, CITY OF	UTILITY SERVICES 2323 172ND ST IRR	ROADWAY MAINTENANCE	322.46
	MARYSVILLE, CITY OF	UTILITY SERVICE 6302 152ND ST NE	PARK & RECREATION FAC	2,871.20
142801	MCDONALD, KEVIN D	HEARING EXAMIER SERVICES-JULY 2020	COMMUNITY	1,583.12
142802	MORGAN SOUND	SERVICE CALL	COMPUTER SERVICES	295.11
142803	MOTOR TRUCKS	DIPSTICK TUBE SEALS	ER&R	36.92
142804	NELSON PETROLEUM	DIESEL FUEL	SEWER CAPITAL PROJECTS	806.15
142805	NICOLICI, CHRISSEY	INSTRUCTOR SERVICES	PARKS-RECREATION	96.00
	NICOLICI, CHRISSEY		PARKS-RECREATION	96.00
142806	OADES, PHILIP	UB REFUND	WATER/SEWER OPERATION	186.40
142807	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	1.60
	OFFICE DEPOT		ENGR-GENL	1.60
	OFFICE DEPOT		EQUIPMENT RENTAL	52.26
	OFFICE DEPOT		POLICE PATROL	107.39
	OFFICE DEPOT		POLICE PATROL	151.90
	OFFICE DEPOT		POLICE PATROL	173.69
142808	OLSEN, WILLIAM	UB REFUND	WATER/SEWER OPERATION	41.90
142809	OTTAWAY, LINDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142810	PACIFIC POWER BATTER	BATTERY	PARK & RECREATION FAC	16.60
	PACIFIC POWER BATTER		SEWER LIFT STATION	33.69
	PACIFIC POWER BATTER	BATTERIES	POLICE PATROL	183.49
142811	PACIFIC POWER GROUP	REPAIR GENERATOR AND SUPPLIES	SEWER LIFT STATION	2,026.35
	PACIFIC POWER GROUP	REPAIR GENERATOR	SEWER LIFT STATION	2,488.68
	PACIFIC POWER GROUP	COOLING SYSTEM REPAIR	SEWER LIFT STATION	3,064.13
142812	PARTS STORE, THE	SERPENTINE BELT	EQUIPMENT RENTAL	18.59
	PARTS STORE, THE	FILTER AND OIL	EQUIPMENT RENTAL	22.23
	PARTS STORE, THE	OIL AND FILTERS	ER&R	574.08
142813	PETERSON, C	UB REFUND	WATER/SEWER OPERATION	1,554.04
142814	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	31.00
	PETROCARD SYSTEMS		STORM DRAINAGE	56.47
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	231.29
	PETROCARD SYSTEMS		COMMUNITY	294.69
	PETROCARD SYSTEMS		PARK & RECREATION FAC	862.44
	PETROCARD SYSTEMS		GENERAL	2,166.68
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,365.03
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,694.08
	PETROCARD SYSTEMS		POLICE PATROL	6,732.26
142815	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	28.34
	PGC INTERBAY LLC		MAINTENANCE	45.52
	PGC INTERBAY LLC		PRO-SHOP	98.88
	PGC INTERBAY LLC	FACE MASKS-COVID	PUBLIC HEALTH EXPENSE	196.09
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	239.33
	PGC INTERBAY LLC		MAINTENANCE	310.59
	PGC INTERBAY LLC		MAINTENANCE	347.57
	PGC INTERBAY LLC		PRO-SHOP	401.61
	PGC INTERBAY LLC		MAINTENANCE	412.36
	PGC INTERBAY LLC		PRO-SHOP	497.00
	PGC INTERBAY LLC		MAINTENANCE	577.27
	PGC INTERBAY LLC		MAINTENANCE	620.93
	PGC INTERBAY LLC		PRO-SHOP	625.51
	PGC INTERBAY LLC		PRO-SHOP	717.02
	PGC INTERBAY LLC		MAINTENANCE	2,035.59
	PGC INTERBAY LLC		MAINTENANCE	2,653.40
	PGC INTERBAY LLC		GOLF COURSE	3,199.28
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	11,392.87
	PGC INTERBAY LLC		MAINTENANCE	14,229.25
142816	PILCHUCK VETERINARY	K-9 CARE	COMMUNITY SERVICES UNIT	1,173.29
142817	PLAY-WELL TEKNOLOGIE	INSTRUCTOR SERVICES	RECREATION SERVICES	520.00

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142818	PNW LEGAL & ESCROW	UB REFUND	WATER/SEWER OPERATION	27.16
142819	PUD	3 TRAFFIC CABINETS INSTALLED	GMA - STREET	2,181.00
142820	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #200061463	PARK & RECREATION FAC	16.85
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #202177861	PUMPING PLANT	17.28
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #221303498	STREET LIGHTING	24.84
	PUD	ACCT #201142155	TRANSPORTATION	32.15
	PUD	ACCT #200660439	STREET LIGHTING	44.68
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	45.99
	PUD	ACCT #221610405	STREET LIGHTING	48.00
	PUD	ACCT #203996343	STREET LIGHTING	53.04
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	60.27
	PUD	ACCT #202368197	PUMPING PLANT	89.52
	PUD	ACCT #202576112	STREET LIGHTING	128.50
	PUD	ACCT #220020531	STREET LIGHTING	176.89
	PUD	ACCT #222592917	PARK & RECREATION FAC	184.32
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #200812808	PUMPING PLANT	210.69
	PUD	ACCT #200164598	SOURCE OF SUPPLY	230.96
	PUD	ACCT #202461554	SEWER LIFT STATION	237.52
	PUD	ACCT #202604203	STREET LIGHTING	1,752.35
	PUD	ACCT #201098969	PUMPING PLANT	2,311.97
	PUD	ACCT #202576112	STREET LIGHTING	2,441.46
	PUD	ACCT #202604203	STREET LIGHTING	2,628.52
	PUD	ACCT #202882098	STREET LIGHTING	8,842.54
	PUD		STREET LIGHTING	13,830.65
142821	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	12.12
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	36.48
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	39.99
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	41.80
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	47.11
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	49.64
	PUGET SOUND ENERGY	ACCT #220092074345	OPERA HOUSE	55.78
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	71.22
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	79.88
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	153.38
142822	PUGET SOUND SECURITY	KEYS MADE	SEWER MAIN COLLECTION	6.15
	PUGET SOUND SECURITY		STORM DRAINAGE	6.15
142823	REECE TRUCKING	PAY ESTIMATE #1	ARTERIAL STREETS	-4,907.36
	REECE TRUCKING	ASPHALT	ROADWAY MAINTENANCE	59.36
	REECE TRUCKING		ROADWAY MAINTENANCE	132.66
	REECE TRUCKING		WATER DIST MAINS	132.66
	REECE TRUCKING	PAY ESTIMATE #1	ARTERIAL STREET-GENL	98,147.24
142824	ROBERTS, KATHLEEN	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142825	RODRIGUEZ, NICOLE		PARKS-RECREATION	50.00
142826	SALYER, HANNAH	REFUND CLASS FEES	PARKS-RECREATION	96.00
142827	SCORE	INMATE HOUSING	DETENTION & CORRECTION	9,007.00
142828	SHI INTERNATIONAL	2020 LICENSES	COMPUTER SERVICES	885.31
142829	SHRED-IT US	MONTHLY SHREDDING SERVICE	POLICE PATROL	59.28
142830	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	539.99
142831	SONITROL	SECURITY MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96

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142831	SONITROL	SECURITY MONITORING	PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
142832	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	831.60
142833	SPRINGBROOK NURSERY	DUMP FEES	STORM DRAINAGE	72.00
142834	STATE AUDITORS OFFIC	AUDIT PERIOD 19-19	NON-DEPARTMENTAL	5,146.78
	STATE AUDITORS OFFIC		UTIL ADMIN	5,146.78
142835	SUEZ TREATMENT	BALLAST	WASTE WATER TREATMENT	2,847.04
142836	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	324.82
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	324.82
142837	TILTON, SANDRA	EVENT CANCELLATION REFUND	PARKS-RECREATION	49.00
142838	TOWN, DANIEL & KATHR	UB REFUND	WATER/SEWER OPERATION	261.30
142839	TRIMBLE, MARY	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142840	TRIPLE T TRADING LTD	SANITIZING WIPES	NON-DEPARTMENTAL	200.00
	TRIPLE T TRADING LTD		NON-DEPARTMENTAL	1,500.00
142841	TYLER BUSINESS FORMS	AP CHECK STOCK	GENERAL FUND	-95.12
	TYLER BUSINESS FORMS		FINANCE-GENL	1,117.87
142842	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	107.35
	UNITED PARCEL SERVIC		POLICE PATROL	240.67
142843	VANDERWALKER,M	REIMBURSE MILEAGE	POLICE ADMINISTRATION	41.42
142844	VERIZON	WIRELESS CHARGES	CRIME PREVENTION	24.05
	VERIZON		PURCHASING/CENTRAL	24.05
	VERIZON		UTILITY BILLING	48.10
	VERIZON		PERSONNEL ADMINISTRATION	52.84
	VERIZON		FACILITY MAINTENANCE	57.51
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	105.61
	VERIZON		PROPERTY TASK FORCE	115.02
	VERIZON		FINANCE-GENL	125.24
	VERIZON		CUSTODIAL SERVICES	139.07
	VERIZON		OFFICE OPERATIONS	172.53
	VERIZON		PARK & RECREATION FAC	187.28
	VERIZON		TRANSPORTATION	200.56
	VERIZON		RECREATION SERVICES	211.22
	VERIZON		LEGAL-GENL	222.76
	VERIZON		COMMUNITY SERVICES UNIT	230.04
	VERIZON		MUNICIPAL COURTS	252.88
	VERIZON		YOUTH SERVICES	287.50
	VERIZON		WATER QUAL TREATMENT	316.61
	VERIZON		LEGAL - PROSECUTION	317.55
	VERIZON		SOLID WASTE CUSTOMER	338.02
	VERIZON		WATER SUPPLY MAINS	360.13
	VERIZON		EXECUTIVE ADMIN	365.06
	VERIZON		DETENTION & CORRECTION	369.11
	VERIZON		POLICE INVESTIGATION	402.57
	VERIZON		WASTE WATER TREATMENT	557.54
	VERIZON		COMPUTER SERVICES	607.57
	VERIZON	AMR LINES	METER READING	663.61
	VERIZON	WIRELESS CHARGES	COMMUNITY	679.16
	VERIZON		STORM DRAINAGE	757.16
	VERIZON		GENERAL	807.39
	VERIZON		POLICE ADMINISTRATION	829.19
	VERIZON		ENGR-GENL	1,163.21
	VERIZON		UTIL ADMIN	2,130.51
	VERIZON		POLICE PATROL	2,955.52
142845	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	708.00
	WA STATE TREASURER		GENERAL FUND	41,082.60

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142846	WAGNER, CHRISTI	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142847	WASHINGTON PRODUCE	COVID FOOD BANK PURCHASE	EXPENSES TO FACILITATE	337.50
142848	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	119.02
142849	WAVEDIVISION HOLDING	I-NET/INTERNET SERVICES	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	980.22
142850	WENZEL, KAREN	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142851	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	342.93
142852	WESTERN DISPLAY	2021 FIREWORKS SHOW DEPOSIT	COMMUNITY EVENTS	7,500.00
142853	WESTERN SYSTEMS	CONFLICT MONITOR AND CABINET	TRANSPORTATION	1,091.30
142854	WILLIAMS, VICTORIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142855	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	3,530.50
142856	ZAYAS, CARLOS & AMBE	UB REFUND	WATER/SEWER OPERATION	211.57
142857	ZERR, MELANIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
142858	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	57.26
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	60.86
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	66.63
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	72.40
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	81.98
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	124.50
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	289.58

WARRANT TOTAL: 9,390,981.14

CHECK #138502 CHECK LOST (85.00)

CHECK #140004 EVENT CANCELLED (1700.00)

9,389,196.14

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

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Index #11

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the August 25, 2020 payroll in the amount \$1,339,222.06, paid by EFT Transactions and Check No.33202 through 33215.

COUNCIL ACTION:

Index #12

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

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 August 26, 2020 claims in the amount of \$760,434.27 paid by EFT transactions and Check No.'s 142859 through 143007 with Check number's 122303, 138573, 139244, 140088, 140411, 140748, 140824, 141102 & 141197 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

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 **\$760,434.27 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 142859 THROUGH 143007 WITH CHECK NUMBER'S 122303, 138573, 139244, 140088, 140411, 140748, 140824, 141102 & 141197 VOIDED**, 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 **14th DAY OF SEPTEMBER 2020.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/20/2020 TO 8/26/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142859	FIRST AMERICAN TITLE	ROW ACQUISTION STATE AVE	GMA - STREET	4,250.34
142860	LICENSING, DEPT OF	STATE DEALERS LICENSE-MARKA ENT LLC	INTERGOVERNMENTAL	125.00
142861	LICENSING, DEPT OF	CPL BATCH 8/21/20	INTERGOVERNMENTAL	579.00
142862	BENEFIT COORDINATORS	PREMIUMS SEPT 2020	MEDICAL CLAIMS	113,851.36
142863	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 8/16-8/22	MEDICAL CLAIMS	64,501.39
142864	2018-2 IH BORROWER	RENT-WEATHERBY, JESSICA	ECONOMIC SUPPORT	1,500.00
142865	A SHADE ABOVE TINTIN	WINDOW TINTING	POLICE PATROL	415.34
142866	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	125.00
142867	AGNES, MARLENE		WATER/SEWER OPERATION	49.22
142868	AIRGAS INC	HOIST WINCH SYSTEM & MOUNTING BRACKET	SEWER LIFT STATION	5,477.86
142869	AKERS, SUMMER H		WATER/SEWER OPERATION	7.61
142870	AMAZON CAPITAL	POUCHES	OFFICE OPERATIONS	19.66
	AMAZON CAPITAL	OFFICE SUPPLIES	POLICE INVESTIGATION	32.07
	AMAZON CAPITAL	PIPE TRACK AND MIRACLE GRO	PARK & RECREATION FAC	105.81
	AMAZON CAPITAL	FACE MASKS-COVID	PUBLIC HEALTH EXPENSE	110.70
	AMAZON CAPITAL		PUBLIC HEALTH EXPENSE	327.30
	AMAZON CAPITAL		PUBLIC HEALTH EXPENSE	2,186.00
142871	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
142872	BANK OF AMERICA	ROBE CLEANING	MUNICIPAL COURTS	17.43
142873	BANK OF AMERICA	DUES-WIERSMA	YOUTH SERVICES	40.00
142874	BANK OF AMERICA	ADVERTISING	PERSONNEL ADMINISTRATION	45.00
142875	BANK OF AMERICA	DISINFECTANT-COVID	PUBLIC HEALTH EXPENSE	58.98
142876	BANK OF AMERICA	TRAVEL EXPENSE	POLICE PATROL	120.00
142877	BANK OF AMERICA	POSTAGE EXPENSE	COMMUNITY	157.27
142878	BANK OF AMERICA	VARIDESK & TRAVEL REFUND	EXECUTIVE ADMIN	-1,042.50
	BANK OF AMERICA		EXECUTIVE ADMIN	1,206.74
142879	BANK OF AMERICA	WEBCAM & MEETING EXPENSE	PUBLIC HEALTH EXPENSE	333.59
142880	BANK OF AMERICA	JAIL AND PD SUPPLIES	DETENTION & CORRECTION	334.94
142881	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	170.42
	BANK OF AMERICA		EMBEDDED SOCIAL WORKER	443.61
142882	BANK OF AMERICA	TRAINING/REGISTRATION	TRANSPORTATION	199.00
	BANK OF AMERICA		TRAINING	570.00
142883	BANK OF AMERICA	PROFESSIONAL SERVICES	COMMUNITY	787.00
142884	BANK OF AMERICA	PROFESSIONAL SERVICES/COVID SUPPLIES	FINANCE-GENL	8.95
	BANK OF AMERICA		COMPUTER SERVICES	20.48
	BANK OF AMERICA		COMMUNITY	60.12
	BANK OF AMERICA		COMPUTER SERVICES	74.90
	BANK OF AMERICA		EXECUTIVE ADMIN	195.20
	BANK OF AMERICA		COMPUTER SERVICES	223.00
	BANK OF AMERICA		SEWER CAPITAL PROJECTS	370.88
	BANK OF AMERICA		EXPENSES TO FACILITATE	463.76
142885	BARNES, LAUREN	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
142886	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	12,426.09
142887	BICKFORD FORD	WINDOW SWITCHES	EQUIPMENT RENTAL	166.51
	BICKFORD FORD	ALTERNATOR	EQUIPMENT RENTAL	178.91
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	179.89
142888	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,445.40
142889	BJS TOOLS LLC	FLUKE TESTER, LEADS AND WHEELS	EQUIPMENT RENTAL	618.43
142890	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
142891	CARLSON, MEGAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
142892	CARROLL'S CREEK	RENT-CLARK, AUSTIN	ECONOMIC SUPPORT	1,500.00
142893	CARROLL'S CREEK	RENT-LAINEY, JUHL	ECONOMIC SUPPORT	1,500.00
142894	CEESAY, EBRIMA		WATER/SEWER OPERATION	48.56
142895	CHAPMAN, JENNIFER &		WATER/SEWER OPERATION	214.97
142896	CLARK, KATHLEEN	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
142897	COHEN, PAULA		GARBAGE	340.91
142898	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	286.24
142899	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	28.40
	COOP SUPPLY		K9 PROGRAM	150.79
142900	COPIERS NORTHWEST	PRINTER CHARGES	COMMUNITY CENTER	43.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/20/2020 TO 8/26/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142900	COPIERS NORTHWEST	PRINTER CHARGES	PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		DETENTION & CORRECTION	537.27
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
142901	CORE & MAIN LP	METER GASKETS	WATER SERVICE INSTALL	98.37
	CORE & MAIN LP		WATER SERVICE INSTALL	98.37
	CORE & MAIN LP	COPPER TUBE	WATER SERVICE INSTALL	245.94
	CORE & MAIN LP	T10 METERS	WATER SERVICE INSTALL	14,354.92
	CORE & MAIN LP		WATER SERVICE INSTALL	16,905.21
142902	CRIMINAL JUSTICE	ACADEMY-BUELL, N	POLICE TRAINING-FIREARMS	578.00
	CRIMINAL JUSTICE	ACADEMY-YOUNGSTROM	POLICE TRAINING-FIREARMS	3,347.00
142903	DAVIS DOOR	REPAIR ROLL UP DOOR #5	MAINT OF GENL PLANT	1,024.27
142904	DAVIS, ALEXANDRA	EVENT CANCELLATION REFUND	PARKS-RECREATION	97.00
142905	DELL	MONITOR	ENGR-GENL	197.38
	DELL		MUNICIPAL COURTS	197.38
	DELL	COMPUTERS, DOCKS AND CASES	EXECUTIVE ADMIN	852.54
	DELL		IS REPLACEMENT ACCOUNTS	1,185.63
142906	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
142907	DOBBS PETERBILT	MARKER LIGHTS	ER&R	69.51
	DOBBS PETERBILT		ER&R	104.27
	DOBBS PETERBILT	RADIATOR HOSE	EQUIPMENT RENTAL	133.33
	DOBBS PETERBILT	RADIATOR HOSE AND COOLANT	EQUIPMENT RENTAL	182.65
	DOBBS PETERBILT	HYDRAULIC CYLINDER AND DRAGLINK	EQUIPMENT RENTAL	2,213.15
142908	E&E LUMBER	HARDWARE	CITY HALL	13.08
	E&E LUMBER	PEST CONTROL	CITY HALL	17.28
	E&E LUMBER	WELL HOUSE REPAIR PARTS	SOURCE OF SUPPLY	26.18
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	29.76
	E&E LUMBER	CONCRETE, END BELL AND ELBOW	PARK & RECREATION FAC	39.97
	E&E LUMBER	PAINTING SUPPLIES	SOURCE OF SUPPLY	40.78
	E&E LUMBER	HARDWARE	PARK & RECREATION FAC	46.44
	E&E LUMBER	ORGANIZER AND BUSHINGS	PARK & RECREATION FAC	57.55
	E&E LUMBER	DRILL BIT, FASTENERS AND KEY	PARK & RECREATION FAC	124.62
	E&E LUMBER	WELL HOUSE REPAIR PARTS	SOURCE OF SUPPLY	162.21
	E&E LUMBER		SOURCE OF SUPPLY	213.56
	E&E LUMBER		SOURCE OF SUPPLY	292.08
142909	EAST JORDAN IRON WOR	RISERS	ROADWAY MAINTENANCE	477.38
	EAST JORDAN IRON WOR	VALVE LIDS AND TOPS	WATER DIST MAINS	960.56
142910	EDLIN, TIM		WATER/SEWER OPERATION	124.79
142911	EMPLOYMENT SECURITY	BENEFIT CHARGES AUGUST 2020	EMPLOYEE BENEFIT	5,280.57
142912	ENVIRO-CLEAN EQUIP	WATER BALL VALVES AND HANDLES	EQUIPMENT RENTAL	917.34
142913	ERICKSON, KAY		WATER/SEWER OPERATION	144.59
142914	EVERETT HYDRAULICS	REPAIR VALVE ASSY #J030	EQUIPMENT RENTAL	2,446.89
142915	EVERETT STAMP WORKS	STAMPS	OFFICE OPERATIONS	59.95

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/20/2020 TO 8/26/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142916	EVIDENT, INC. EVIDENT, INC.	GLOVES	GENERAL FUND	-35.15
142917	FBI/LEEDA	REGISTRATION-THOMAS	POLICE PATROL	413.15
142918	FEDEX	SHIPPING EXPENSE	POLICE TRAINING-FIREARMS	695.00
142919	FIRE PROTECTION INC	SECURITY MONITORING	TRANSPORTATION	19.00
142920	FOSTER GARVEY	LTGO BOND ATTORNEY SERVICES	MAINT OF GENL PLANT	262.32
142921	FUCHS, JAKE		INTEREST & OTHER DEBT	44,420.00
142922	GENUINE AUTO GLASS GENUINE AUTO GLASS	DOOR GLASS WINDSHIELD	GARBAGE	341.37
142923	GILPIN, THOMAS M	RENT-NEMNICH, JENNIFER	EQUIPMENT RENTAL	197.10
142924	GOLDWING TOURING	EVENT CANCELLATION REFUND	EQUIPMENT RENTAL	333.37
142925	GOVCONNECTION INC GOVCONNECTION INC GOVCONNECTION INC GOVCONNECTION INC GOVCONNECTION INC GOVCONNECTION INC GOVCONNECTION INC	WATCH GUARD RENEWALS	ECONOMIC SUPPORT	1,500.00
142926	GRAINGER GRAINGER	PHONE OTTER BOXES WATCH GUARD RENEWALS	PARKS-RECREATION	125.00
142927	GRANITE CONST GRANITE CONST	SAFETY GLASSES, BLADES, KNIVES & WANDS DRINK MIX	SOURCE OF SUPPLY	104.45
142928	GRITTON, DENISE	ASPHALT	PUMPING PLANT	104.45
142929	HALLMARK HOMES	EVENT CANCELLATION REFUND	SEWER LIFT STATION	107.63
142930	HARRINGTON INDUST.	RENT-LANDER/BAKER, TAIRA	OPERA HOUSE	134.64
142931	HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY	PIPE, ADAPTERS AND CAPS BUSHINGS AND COUPLINGS CAPS PIPE, COUPLINGS, ELBOWS AND TEES VALVE, JOINT AND BUSHING	TRANSPORTATION	302.75
142932	HOME DEPOT USA HOME DEPOT USA HOME DEPOT USA HOME DEPOT USA HOME DEPOT USA	REDUCED PRESSURE BACKFLOW ASSY'S DISINFECTANT DEGREASER GLUE, TRASH BAGS AND WIRE BRUSHES DEGREASER DISINFECTANT	IS REPLACEMENT ACCOUNTS	903.14
142933	INTERSTATE BATTERY	BATTERIES	IS REPLACEMENT ACCOUNTS	2,900.72
142934	J & B TOOLS, LLC	FLUKE LEADS	ER&R	265.15
142935	J. THAYER COMPANY J. THAYER COMPANY	INK REFILL CANNED AIR	MAINT OF GENL PLANT	293.31
142936	KINGSFORD, ANDREA	REIMBURSE CAMP SUPPLIES	ROADWAY MAINTENANCE	133.74
142937	KITSAP TRACTOR	REPAIR PARTS FOR #W016	ROADWAY MAINTENANCE	139.01
142938	KONARZEWSKI, MAE	EVENT CANCELLATION REFUND	PARKS-RECREATION	45.00
142939	LASTING IMPRESSIONS	HATS	ECONOMIC SUPPORT	1,500.00
142940	LES SCHWAB TIRE CTR LES SCHWAB TIRE CTR	FLAT REPAIR TIRES	WASTE WATER TREATMENT	625.50
142941	LIBERTY SQUARE	RENT-CHECKEYE, BRIDGET	WASTE WATER TREATMENT	14.32
142942	LICENSING, DEPT OF	NOTARY RENEWAL FEES-VANDERWALKER	WATER DIST MAINS	16.99
142943	MAHLUM, WILLIAM		PARK & RECREATION FAC	88.75
142944	MARYSVILLE AWARDS	NAME PLATES	PARK & RECREATION FAC	133.36
142945	MARYSVILLE PRINTING MARYSVILLE PRINTING	BUSINESS CARDS ENVELOPES	SEWER LIFT STATION	720.57
142946	MARYSVILLE, CITY OF MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST IRR UTILITY SERVICE-1635 GROVE ST	CUSTODIAL SERVICES	77.56
142947	MC CLURE & SONS INC	PAY ESTIMATE #14	ER&R	113.48
142948	MCHALE, ANDREW		ER&R	113.48
142949	MCMaster-CARR	CALIPER, WRENCH, KNEELING PADS & SOCKET	ER&R	252.26
142950	METCALF, SHELLEY	INSTRUCTOR SERVICES	ER&R	340.43
142951	MILLER, JOHN	EVENT CANCELLATION REFUND	CUSTODIAL SERVICES	397.33
142952	MILLER, PAUL JARED	RENT-POSEY/THOMPSON, CHARLOTTE	ER&R	482.67
142953	MOTOR TRUCKS	COOLANT	EQUIPMENT RENTAL	526.53
142954	MSAB INCORPORATED	LICENSE RENEWAL	PURCHASING/CENTRAL	4.82
			ER&R	32.67
			RECREATION SERVICES	101.87
			SMALL ENGINE SHOP	910.18
			PARKS-RECREATION	25.00
			ER&R	747.61
			EQUIPMENT RENTAL	240.44
			ER&R	1,012.99
			ECONOMIC SUPPORT	1,500.00
			POLICE ADMINISTRATION	43.00
			WATER/SEWER OPERATION	20.43
			POLICE ADMINISTRATION	42.63
			EXECUTIVE ADMIN	122.88
			UTILITY BILLING	126.20
			PUBLIC SAFETY BLDG	57.62
			PUBLIC SAFETY BLDG	2,809.91
			SEWER CAPITAL PROJECTS	132,255.40
			WATER/SEWER OPERATION	30.20
			WASTE WATER TREATMENT	388.08
			RECREATION SERVICES	217.16
			PARKS-RECREATION	75.00
			ECONOMIC SUPPORT	1,500.00
			ER&R	206.38
			POLICE INVESTIGATION	3,250.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/20/2020 TO 8/26/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142955	MULLOOLY, JOHN	RENT-SCHOFIELD, DAIN	ECONOMIC SUPPORT	1,500.00
142956	NATIONAL BARRICADE	MISC SIGNS	WATER DIST MAINS	2,364.76
142957	NAVIA BENEFIT	FLEXPLAN FEES-JULY 2020	PERSONNEL ADMINISTRATION	161.85
142958	NORTHWESTERN AUTO	REMOVE GRAPHICS #P161	POLICE PATROL	193.46
142959	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	102.24
142960	PACIFIC POWER BATTER	BATTERIES	COURT FACILITIES	40.46
142961	PAGAN, AARON	EVENT CANCELLATION REFUND	PARKS-RECREATION	97.00
142962	PARKES, GARY	RENT-JONES, KATHRYN	ECONOMIC SUPPORT	1,500.00
142963	PARTS STORE, THE	FILTER	ER&R	48.00
	PARTS STORE, THE	CONTROL ARM AND BALL JOINT	EQUIPMENT RENTAL	66.49
	PARTS STORE, THE	DIESEL EXHAUST FLUID	ROADSIDE VEGETATION	153.59
	PARTS STORE, THE	MISC FILTERS, ARMORALL AND SOCKS	ER&R	189.52
142964	PAYDIRT, LLC	LOCK N LIFT W/CHAIN	STORM DRAINAGE	245.92
	PAYDIRT, LLC		SEWER MAIN COLLECTION	245.93
142965	PENA, ERIC MANUEL	RENT-LAM, TAI	ECONOMIC SUPPORT	1,500.00
142966	PILCHUCK RENTALS	JACKHAMMER RENTAL	ROADWAY MAINTENANCE	443.76
142967	PLATT ELECTRIC	HARDWARE	SOURCE OF SUPPLY	59.57
	PLATT ELECTRIC		WASTE WATER TREATMENT	59.58
	PLATT ELECTRIC	CONNECTORS AND STRIPPERS	SOURCE OF SUPPLY	118.14
	PLATT ELECTRIC		WASTE WATER TREATMENT	118.14
	PLATT ELECTRIC	LIGHT BULBS	PARK & RECREATION FAC	136.01
142968	POSTAL SERVICE	POSTAGE	OFFICE OPERATIONS	3,000.00
142969	PRICE, JUDY	REFUND MECHANICAL PERMIT FEES	NON-BUS LICENSES AND	70.00
142970	PRUDENTIAL INSURANCE	INSURANCE-GUNDERSON	POLICE ADMINISTRATION	7,445.38
142971	PUD	ACCT #202011813	PUMPING PLANT	14.97
	PUD	ACCT #201346665	SEWER LIFT STATION	15.88
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #202461026	MAINT OF GENL PLANT	16.44
	PUD	ACCT #205195373	PARK & RECREATION FAC	16.44
	PUD	ACCT #205481823	GOLF ADMINISTRATION	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #200973956	SEWER LIFT STATION	20.20
	PUD	ACCT #200501617	TRANSPORTATION	29.63
	PUD	ACCT #204829691	STREET LIGHTING	29.86
	PUD	ACCT #203199732	TRANSPORTATION	33.61
	PUD	ACCT #202794657	TRANSPORTATION	35.94
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	38.73
	PUD	ACCT #200448801	TRANSPORTATION	42.03
	PUD	ACCT #203500020	STREET LIGHTING	44.77
	PUD	ACCT #202294245	SEWER LIFT STATION	45.98
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	46.04
	PUD	ACCT #220681340	STORM DRAINAGE	51.51
	PUD	ACCT #201628880	WASTE WATER TREATMENT	51.90
	PUD	ACCT #202524690	PUMPING PLANT	53.89
	PUD	ACCT #202288585	TRANSPORTATION	56.64
	PUD	ACCT #202303301	SEWER LIFT STATION	58.63
	PUD	ACCT #201225067	PARK & RECREATION FAC	66.99
	PUD	ACCT #221115934	MAINT OF GENL PLANT	83.40
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	87.51
	PUD	ACCT #203291216	GENERAL	99.63
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	102.31
	PUD	ACCT #201909637	SEWER LIFT STATION	116.81
	PUD	ACCT #222025900	PUMPING PLANT	144.15
	PUD	ACCT #201675634	WASTE WATER TREATMENT	425.11
	PUD	ACCT #202177333	MAINT OF GENL PLANT	793.41
	PUD	ACCT #201639689	MAINT OF GENL PLANT	842.20
	PUD	ACCT #201617479	CITY HALL	1,402.84
	PUD	ACCT #200021871	COURT FACILITIES	1,759.74
142972	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	12.30
142973	QUILCEDA CREEK, LLC	RENT-BACON, ROBERT	ECONOMIC SUPPORT	1,500.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/20/2020 TO 8/26/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
142974	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	3,992.27
	RH2 ENGINEERING INC		PUMPING PLANT	6,995.23
142975	SHACKELFORD, JESSICA	EVENT CANCELLATION REFUND	PARKS-RENTS & ROYALTIES	400.00
142976	SHI INTERNATIONAL	ADOBE ACROBAT PRO	UTIL ADMIN	203.92
142977	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
142978	SMATHERS, MICHAEL	RENT-SENTINELLA, KALEE	ECONOMIC SUPPORT	1,500.00
142979	SMITH, DANNY & LAMAY		WATER/SEWER OPERATION	124.21
142980	SNO CO FINANCE	COMPLETE BUILD UP #P202 #P200	EQUIPMENT RENTAL	1,277.26
	SNO CO FINANCE		EQUIPMENT RENTAL	2,267.12
142981	SNO CO PUBLIC WORKS	RECYCLING FEES	WASTE WATER TREATMENT	318.00
	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	173,039.00
142982	SNO CO TREASURER	JAG CONTRIBUTION JAN-JUNE	DRUG ENFORCEMENT	8,786.00
142983	SOLID WASTE SYSTEMS	TAX RATE ERROR	EQUIPMENT RENTAL	-18,380.55
	SOLID WASTE SYSTEMS	SWITCHES AND VALVE CREDIT	EQUIPMENT RENTAL	-1,581.41
	SOLID WASTE SYSTEMS	HYDRUALIC FILTERS AND TANK	EQUIPMENT RENTAL	170.11
	SOLID WASTE SYSTEMS	SWITCHES AND VALVES	EQUIPMENT RENTAL	1,581.41
	SOLID WASTE SYSTEMS	CYLINDER REPAIR	EQUIPMENT RENTAL	18,380.55
	SOLID WASTE SYSTEMS	R & R HYDRUALIC CYLINDERS	EQUIPMENT RENTAL	19,801.95
142984	SOUND PUBLISHING	EMPLOYMENT AD	CUSTODIAL SERVICES	299.00
142985	SOUND SAFETY	SHORTS-RAIRDON	SOLID WASTE OPERATIONS	91.63
142986	SPAN PUBLISHING INC	2020 NATIONAL DIRECTORY	GENERAL FUND	-16.18
	SPAN PUBLISHING INC		POLICE ADMINISTRATION	190.18
142987	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	109.02
	STAPLES		MUNICIPAL COURTS	652.76
142988	STRADLEY, CHELSIE A	RENT-OLSEN, CHANTEL	ECONOMIC SUPPORT	1,500.00
142989	SUN BADGE CO	BADGES	GENERAL FUND	-165.68
	SUN BADGE CO		POLICE INVESTIGATION	386.82
	SUN BADGE CO		POLICE PATROL	780.18
	SUN BADGE CO		DETENTION & CORRECTION	780.18
142990	TRUE NORTH EQUIPMENT	SHAFT END PIN	ER&R	126.63
142991	UNUM LIFE INSURANCE	INSURANCE PREMIUMS	POLICE ADMINISTRATION	7,809.09
142992	VANDEWERFHORST, SPEN		WATER/SEWER OPERATION	147.95
142993	VARI SALES CORP	VARIDESK	EXECUTIVE ADMIN	541.04
142994	VICTOR, JAMES	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
	VICTOR, JAMES		PARKS-RECREATION	75.00
142995	VILLAS AT LAKEWOOD	RENT-MADDISON, ROANA	ECONOMIC SUPPORT	1,500.00
142996	WATCH SYSTEMS	RSO MAILINGS	POLICE INVESTIGATION	122.63
142997	WAXIE SANITARY SUPPL	WYPALL WIPES	ER&R	275.26
	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	819.33
142998	WESTEND HASCO LLLP	RENT-HENOS, FRITZ	ECONOMIC SUPPORT	1,500.00
142999	WESTEND HASCO LLLP	RENT-KENNY, APRIL	ECONOMIC SUPPORT	1,500.00
143000	WESTEND HASCO LLLP	RENT-YOLANI, DAVID	ECONOMIC SUPPORT	1,500.00
143001	WESTEND HASCO LLLP	RENT-SAYASONE, KHAMLA	ECONOMIC SUPPORT	1,500.00
143002	WESTERN GRAPHICS	SIGN GRAPHICS	POLICE PATROL	557.43
143003	WHISTLE WORKWEAR	JEANS-BILLIEU	UTIL ADMIN	142.27
	WHISTLE WORKWEAR	BOOTS-BILLIEU	UTIL ADMIN	200.00
143004	WIN-911 SOFTWARE	GRANDSTREAM CONNECTIONS	WATER/SEWER OPERATION	-142.29
	WIN-911 SOFTWARE		WATER DIST MAINS	557.43
	WIN-911 SOFTWARE		WATER FILTRATION PLANT	557.43
	WIN-911 SOFTWARE		WASTE WATER TREATMENT	557.43
	WIN-911 SOFTWARE	ANNUAL SUPPORT RENEWAL	UTIL ADMIN	3,294.00
143005	WINDERMERE REAL EST	RENT-ESCALANTE, JUAN	ECONOMIC SUPPORT	1,500.00
143006	WOODEN, GIOCONDA	REFUND CLASS FEES	PARKS-RECREATION	10.00
143007	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	34.09
	ZIPLY FIBER		RECREATION SERVICES	34.09
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	52.87
	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	60.26
	ZIPLY FIBER		COMMUNITY	60.26

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/20/2020 TO 8/26/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143007	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	66.78
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	73.24
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	87.90
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	222.89

WARRANT TOTAL: 761,146.30

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

CHECK #122303	CHECK LOST IN MAIL	(70.00)
CHECK #138573	CHECK LOST IN MAIL	(10.00)
CHECK #139244	CHECK LOST IN MAIL	(84.87)
CHECK #140088	CHECK LOST IN MAIL	(75.00)
CHECK #140411	CHECK LOST IN MAIL	(150.00)
CHECK #140748	CHECK LOST IN MAIL	(55.00)
CHECK #140824	CHECK LOST IN MAIL	(217.16)
CHECK #141102	CHECK LOST IN MAIL	(25.00)
CHECK #141197	CHECK LOST IN MAIL	(25.00)

760,434.27

Index #13

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

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 September 2, 2020 claims in the amount of \$717,615.39 paid by EFT transactions and Check No.'s 143008 through 143156 with Check number's 139415, 139690 & 142802 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

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 **\$717,615.39 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 143008 THROUGH 143156 WITH CHECK NUMBER'S 139415, 139690 & 142802 VOIDED**, 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 **14th DAY OF SEPTEMBER 2020**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/27/2020 TO 9/2/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143008	LICENSING, DEPT OF	CPL BATCH 8/28/20	INTERGOVERNMENTAL	378.00
143009	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 8/23-8/31	MEDICAL CLAIMS	79,612.97
143010	AKANA	HEADWORKS RETROFIT PROJECT	SEWER CAPITAL PROJECTS	20,144.67
143011	ALBERTS, HEIDI	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143012	ALLIANT INSURANCE	NOTARY BOND-BARKER	RISK MANAGEMENT	40.00
	ALLIANT INSURANCE	NOTARY BOND-VANDERWALKER	RISK MANAGEMENT	40.00
143013	ALPINE PRODUCTS INC	REPAIR KIT	TRAFFIC CONTROL DEVICES	103.58
143014	AMAZON CAPITAL	OFFICE SUPPLIES	GENERAL	21.68
	AMAZON CAPITAL	FIBER CABLE TESTER	COMPUTER SERVICES	24.04
	AMAZON CAPITAL	FLASH DRIVES	POLICE INVESTIGATION	60.05
	AMAZON CAPITAL	MEMORY CARDS	POLICE INVESTIGATION	77.55
	AMAZON CAPITAL	INMATE SUPPLIES	DETENTION & CORRECTION	116.32
143015	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
143016	ARTISTS GUILD, GREAT	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143017	ARVIDSON, TERESA		PARKS-RECREATION	20.00
143018	ASSOC EARTH SCIENCES	PROFESSIONAL SERVICES	GMA - STREET	5,258.09
143019	ASSOCIATED BAG	BAGS	GENERAL FUND	-73.79
	ASSOCIATED BAG		DETENTION & CORRECTION	867.26
143020	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	9,155.00
143021	BHL COURT REPORTERS	TRANSCRIPTION SERVICES	COMMUNITY	290.00
143022	BICKFORD FORD	MOULDING	ER&R	206.25
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	462.84
143023	BOWLING, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143024	BRAMALL, MARIBEL		PARKS-RECREATION	20.00
143025	BURGESS, WELDONA	UB REFUND	WATER/SEWER OPERATION	406.60
143026	BURLINGAME, GARY	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
143027	CARROT-TOP INDUSTRIE	US FLAGS	PARK & RECREATION FAC	944.32
143028	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,957.59
143029	CENTRAL WELDING SUPP	CARBON DIOXIDE REFILLS W/CERT	WATER/SEWER OPERATION	158.17
143030	CHAMPION BOLT	HARDWARE	WASTE WATER TREATMENT	73.44
143031	CLEAN HARBORS ENV	DISPOSAL FEES	ROADWAY MAINTENANCE	276.66
143032	COMCAST	CABLE SERVICE-KBCC	COMMUNITY CENTER	36.03
143033	COMMERCIAL FIRE	SPRINKLER INSPECTION FEES	WATER FILTRATION PLANT	522.85
143034	COOP SUPPLY	TAPE AND ROPE	STORM DRAINAGE	23.34
143035	CORE & MAIN LP	METER BOXES, TOPS AND LIDS	WATER SERVICES	1,168.98
143036	COUSINO, KERRY	UB REFUND	GARBAGE	74.42
143037	CRAFTON, SARAH		WATER/SEWER OPERATION	138.83
143038	CULP, LENNARD		WATER/SEWER OPERATION	408.73
143039	DAMBACHER, KARLA	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143040	DAVIS, ALEXANDRA		PARKS-RECREATION	64.00
143041	DAVIS, JERRY C	UB REFUND	WATER/SEWER OPERATION	208.09
143042	DEACON, SHANNON	EVENT CANCELLATION REFUND	PARKS-RECREATION	64.00
143043	DELL	LAPTOP MDC'S	POLICE PATROL	6,348.74
143044	DENHAM, ABIGAILE	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
	DENHAM, ABIGAILE		PARKS-RECREATION	64.00
143045	DERKSEMA, ANDREW & M	UB REFUND	WATER/SEWER OPERATION	130.50
143046	DIGITAL DOLPHIN SUPP	TONER	POLICE ADMINISTRATION	400.42
143047	DK SYSTEMS, INC.	TXV REPLACEMENT	COMMUNITY CENTER	920.88
143048	DOBBS PETERBILT	THROTTLE PEDAL	ER&R	516.96
143049	DODGE, M JEAN	UB REFUND	WATER/SEWER OPERATION	276.67
143050	DURHAM, MAKENNA	EVENT CANCELLATION REFUND	PARKS-RECREATION	64.00
	DURHAM, MAKENNA		PARKS-RECREATION	64.00
143051	E&E LUMBER	PUTTY	PUBLIC SAFETY BLDG	5.75
	E&E LUMBER	FILE AND HANDLE	PUBLIC SAFETY BLDG	21.81
	E&E LUMBER	ANCHOR BOLTS AND FASTENERS	PARK & RECREATION FAC	177.28
143052	EAST JORDAN IRON WOR	BOLTS	SEWER MAIN COLLECTION	371.62
143053	ELDRIDGE, SHARON	EVENT CANCELLATION REFUND	PARKS-RECREATION	64.00
143054	EVERETT, CITY OF	ANIMAL SHELTER FEES-JULY 2020	COMMUNITY SERVICES UNIT	6,150.00
143055	EWING IRRIGATION	FERTILIZER	PARK & RECREATION FAC	541.07
143056	FALCO, DONNA	UB REFUND	WATER/SEWER OPERATION	237.91

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143057	FERRIS, JAMES & ASHL	UB REFUND	GARBAGE	1,100.00
143058	FORD, JILL	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
143059	FRANZEN, CHAD & JAMI	UB REFUND	WATER/SEWER OPERATION	207.40
143060	GEOTEST SERVICES INC	PROFESSIONAL SERVICES	GMA - STREET	3,004.20
	GEOTEST SERVICES INC		GMA - STREET	4,113.20
	GEOTEST SERVICES INC		ARTERIAL STREET-GENL	7,830.20
143061	GONZALES, JOCELYN	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
143062	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	189.52
143063	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	13,404.26
143064	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	3,852.76
	GRAY AND OSBORNE		GMA-PARKS	4,206.29
143065	GREENWOOD, MARY	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143066	GRIBBLE, ELISABETH	REIMBURSE CHAIR EXPENSE	LEGAL - PROSECUTION	287.29
143067	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
143068	GROVE CHURCH	UB REFUND	WATER/SEWER OPERATION	144.35
143069	HA, ELIZABETH JEAN	INSTRUCTOR SERVICES	RECREATION SERVICES	297.00
143070	HACKETT, MOLLY	EVENT CANCELLATION REFUND	PARKS-RECREATION	64.00
143071	HART, KYM		PARKS-RECREATION	20.00
143072	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
143073	HD FOWLER COMPANY	METER BOX BASE	PARK & RECREATION FAC	167.08
	HD FOWLER COMPANY	REDUCER, BOLT KITS AND GASKETS	WATER MAINS INSTALL	312.18
	HD FOWLER COMPANY	CONTROLLER	PARK & RECREATION FAC	419.22
	HD FOWLER COMPANY	CHECK VALVE	PARK & RECREATION FAC	581.04
	HD FOWLER COMPANY	MARKING PAINT	ER&R	629.93
143074	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	12,687.49
	HDR ENGINEERING		GMA - STREET	13,772.30
143075	HERNANDEZ JOHNSON,J	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
	HERNANDEZ JOHNSON,J		PARKS-RECREATION	64.00
143076	HILL, KENNETH	UB REFUND	WATER/SEWER OPERATION	152.21
143077	HOLMES, LORI	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143078	HOME DEPOT USA	PURELL DISPENSERS	MAINT OF GENL PLANT	70.04
	HOME DEPOT USA	JANITORIAL SUPPLIES	SOLID WASTE OPERATIONS	176.76
	HOME DEPOT USA		CITY HALL	299.97
	HOME DEPOT USA		PUBLIC SAFETY BLDG	387.99
	HOME DEPOT USA		COURT FACILITIES	405.58
	HOME DEPOT USA	VACUUM	CUSTODIAL SERVICES	416.98
	HOME DEPOT USA	JANITORIAL SUPPLIES	UTIL ADMIN	480.33
	HOME DEPOT USA		MAINT OF GENL PLANT	549.64
	HOME DEPOT USA		WASTE WATER TREATMENT	617.68
143079	INGRAHAM, GERRIE P	INSTRUCTOR SERVICES	RECREATION SERVICES	100.80
143080	INNOVATION WELDING	HANDRAIL REPAIR	ROADSIDE VEGETATION	3,344.58
143081	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
143082	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	4,974.90
143083	KITSAP TRACTOR	STARTER	SMALL ENGINE SHOP	449.12
143084	KKXA 1520	ADVERTISING	COMMUNITY EVENTS	1,700.00
143085	KOHN, BROOKE	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143086	LIGHTLE, JORDAN	UB REFUND	WATER/SEWER OPERATION	161.14
143087	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	112.98
	LOOMIS		UTIL ADMIN	112.98
	LOOMIS		UTILITY BILLING	225.97
	LOOMIS		POLICE ADMINISTRATION	451.93
	LOOMIS		MUNICIPAL COURTS	451.93
143088	LUNDBERG, MELISSA M	UB REFUND	WATER/SEWER OPERATION	40.29
143089	MANASCO, ADRIENNE	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143090	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	75.36
	MARYSVILLE PRINTING		PRO ACT TEAM	150.73
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	478.19
143091	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE BLVD	SEWER LIFT STATION	62.74
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	115.01
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	126.03

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143091	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	143.27
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	284.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST NE	PARK & RECREATION FAC	293.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	621.40
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD IRR	PARK & RECREATION FAC	1,113.88
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	1,686.03
143092	MAZZAWI, AMBER	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143093	MCCORMICK, KARLIE	UB REFUND	GARBAGE	75.70
143094	MCGAUGHEY, MICHELLE	EVENT CANCELLATION REFUND	PARKS-RECREATION	64.00
	MCGAUGHEY, MICHELLE		PARKS-RECREATION	64.00
143095	MODERN MACHINERY CO,	FUEL FILTERS	ER&R	105.61
143096	MURRAY, AIMEE	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143097	NATIONAL BARRICADE	MISC SIGNS	TRANSPORTATION	317.14
143098	NAVNEET NAIR	UB REFUND	GARBAGE	252.36
143099	NEW VALLEY CONST.	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-1,118.65
	NEW VALLEY CONST.		WATER/SEWER OPERATION	1,150.00
143100	NORTH CENTRAL LABORA	BOD STANDARD AND MR-C BROTH	WATER/SEWER OPERATION	-25.50
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	299.74
143101	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,903.88
143102	OCKERMAN, DANIELLE A	CPL OVERCHARGE REFUND	GENL FUND-OTHER MISC REV	7.00
143103	OFFICE DEPOT	OFFICE SUPPLIES	POLICE ADMINISTRATION	26.33
	OFFICE DEPOT		POLICE ADMINISTRATION	26.33
	OFFICE DEPOT		POLICE ADMINISTRATION	30.37
	OFFICE DEPOT		OFFICE OPERATIONS	32.56
	OFFICE DEPOT		POLICE ADMINISTRATION	33.33
	OFFICE DEPOT		OFFICE OPERATIONS	44.54
	OFFICE DEPOT		POLICE PATROL	45.03
	OFFICE DEPOT		UTILITY BILLING	63.07
	OFFICE DEPOT		UTILADMIN	71.24
	OFFICE DEPOT		POLICE PATROL	71.41
	OFFICE DEPOT		POLICE PATROL	73.21
	OFFICE DEPOT		OFFICE OPERATIONS	89.08
	OFFICE DEPOT		POLICE PATROL	89.19
	OFFICE DEPOT		FINANCE-GENL	100.08
	OFFICE DEPOT		POLICE PATROL	139.86
	OFFICE DEPOT		ENGR-GENL	194.53
	OFFICE DEPOT		POLICE PATROL	214.45
	OFFICE DEPOT		POLICE PATROL	220.31
	OFFICE DEPOT		OFFICE OPERATIONS	293.04
	OFFICE DEPOT		POLICE PATROL	297.05
143104	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	729.60
143105	OLSON, JESSICA	EVENT CANCELLATION REFUND	PARKS-RECREATION	64.00
143106	PACIFIC TOPSOILS	DUMP BRUSH	ROADSIDE VEGETATION	100.00
	PACIFIC TOPSOILS		PARK & RECREATION FAC	100.00
	PACIFIC TOPSOILS		PARK & RECREATION FAC	380.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	380.00
143107	PARAMETRIX	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	106,385.44
143108	PARTS STORE, THE	SAFETY SPILL CONTROL SOCK	ER&R	42.14
	PARTS STORE, THE	MISC FILTERS	ER&R	295.41
143109	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY	142.80
	PEACE OF MIND		CITY CLERK	295.80
143110	PENWAY LTD	UPDATED LOGO DECAL FOR CHAMBERS	FACILITY REPLACEMENT	519.18
143111	PERKINS, MACKENZIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143112	PERKINS, TROY		PARKS-RECREATION	64.00
143113	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	40.61
	PETROCARD SYSTEMS		STORM DRAINAGE	62.09
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	86.39
	PETROCARD SYSTEMS		ENGR-GENL	93.59
	PETROCARD SYSTEMS		COMMUNITY	139.01
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	160.59
	PETROCARD SYSTEMS		PARK & RECREATION FAC	744.55

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143113	PETROCARD SYSTEMS	FUEL CONSUMED	GENERAL	2,136.07
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,605.30
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,713.11
	PETROCARD SYSTEMS		POLICE PATROL	6,066.46
143114	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	17.48
	PGC INTERBAY LLC		MAINTENANCE	22.45
	PGC INTERBAY LLC		MAINTENANCE	44.89
	PGC INTERBAY LLC		MAINTENANCE	48.57
	PGC INTERBAY LLC		PRO-SHOP	49.00
	PGC INTERBAY LLC		PRO-SHOP	56.17
	PGC INTERBAY LLC		PRO-SHOP	101.97
	PGC INTERBAY LLC		MAINTENANCE	236.29
	PGC INTERBAY LLC		PRO-SHOP	248.50
	PGC INTERBAY LLC		MAINTENANCE	266.25
	PGC INTERBAY LLC		PRO-SHOP	270.00
	PGC INTERBAY LLC		PRO-SHOP	319.98
	PGC INTERBAY LLC		MAINTENANCE	439.47
	PGC INTERBAY LLC		MAINTENANCE	455.40
	PGC INTERBAY LLC		MAINTENANCE	577.72
	PGC INTERBAY LLC		PRO-SHOP	700.00
	PGC INTERBAY LLC		MAINTENANCE	779.80
	PGC INTERBAY LLC		GOLF COURSE	861.57
	PGC INTERBAY LLC		MAINTENANCE	911.34
	PGC INTERBAY LLC		PRO-SHOP	1,078.70
	PGC INTERBAY LLC		MAINTENANCE	2,140.64
	PGC INTERBAY LLC		GOLF COURSE	5,113.34
	PGC INTERBAY LLC		MAINTENANCE	9,019.44
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	11,150.00
	PGC INTERBAY LLC		MAINTENANCE	12,242.38
143115	PHILLIPS, JOAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143116	PILCHUCK RENTALS	EXCAVATOR RENTAL	PARK & RECREATION FAC	1,377.18
143117	PLATT ELECTRIC	SWITCH REFUND	SOURCE OF SUPPLY	-24.00
	PLATT ELECTRIC	CONNECTORS	TRANSPORTATION	16.40
	PLATT ELECTRIC	SWITCH	SOURCE OF SUPPLY	24.00
	PLATT ELECTRIC	BAR SCREEN	WASTE WATER TREATMENT	35.99
143118	POSTAL SERVICE	POSTAGE	PROBATION	1,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	3,000.00
143119	POWERS, GARY & CAROL	UB REFUND	WATER/SEWER OPERATION	138.33
143120	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,926.88
143121	PRESTON, KENNETH	UB REFUND	WATER/SEWER OPERATION	192.30
143122	PUD	ACCT #205136245	SEWER LIFT STATION	15.37
	PUD	ACCT #202461034	UTIL ADMIN	15.66
	PUD	ACCT #202031134	PUMPING PLANT	17.17
	PUD	ACCT #201672136	SEWER LIFT STATION	18.48
	PUD	ACCT #202368551	PARK & RECREATION FAC	22.03
	PUD	ACCT #201668043	PARK & RECREATION FAC	22.65
	PUD	ACCT #202476438	SEWER LIFT STATION	26.04
	PUD	ACCT #202178158	SEWER LIFT STATION	26.05
	PUD	ACCT #202499489	COMMUNITY EVENTS	26.35
	PUD	ACCT #203569751	STORM DRAINAGE	26.37
	PUD	ACCT #200650745	TRANSPORTATION	26.51
	PUD	ACCT #201610185	TRANSPORTATION	28.63
	PUD	ACCT #203005160	STREET LIGHTING	33.26
	PUD	ACCT #202694337	TRANSPORTATION	34.51
	PUD	ACCT #201670890	TRANSPORTATION	35.35
	PUD	ACCT #202140489	TRANSPORTATION	37.37
	PUD	ACCT #220761807	OPERA HOUSE	41.73
	PUD	ACCT #200827277	TRANSPORTATION	43.50
	PUD	ACCT #200571842	TRANSPORTATION	50.08
	PUD	ACCT #200625382	SEWER LIFT STATION	50.51
	PUD	ACCT #202143111	TRANSPORTATION	50.73

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143122	PUD	ACCT #202368544	TRANSPORTATION	60.47
	PUD	ACCT #220792733	STREET LIGHTING	61.12
	PUD	ACCT #201021698	PARK & RECREATION FAC	63.24
	PUD	ACCT #202012589	PARK & RECREATION FAC	65.37
	PUD	ACCT #202463543	SEWER LIFT STATION	71.61
	PUD	ACCT #202557450	STREET LIGHTING	72.99
	PUD	ACCT #203430897	STREET LIGHTING	75.29
	PUD	ACCT #202000329	PARK & RECREATION FAC	78.51
	PUD	ACCT #203231006	TRANSPORTATION	78.68
	PUD	ACCT #200084036	TRANSPORTATION	85.21
	PUD	ACCT #200790061	PARK & RECREATION FAC	93.85
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	115.22
	PUD	ACCT #220761175	OPERA HOUSE	123.38
	PUD	ACCT #203223458	PARK & RECREATION FAC	142.54
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	150.77
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	154.00
	PUD	ACCT #201587284	WASTE WATER TREATMENT	184.58
	PUD	ACCT #201021607	PARK & RECREATION FAC	199.82
	PUD	ACCT #200479541	COMMUNITY CENTER	201.11
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	211.93
	PUD	ACCT #200223857	PARK & RECREATION FAC	224.36
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	228.46
	PUD	ACCT #200070449	TRANSPORTATION	234.42
	PUD	ACCT #201247699	STREET LIGHTING	235.59
	PUD	ACCT #201065281	PARK & RECREATION FAC	248.88
	PUD	ACCT #202689287	WASTE WATER TREATMENT	709.53
	PUD	ACCT #200586485	SEWER LIFT STATION	879.88
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,492.64
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,217.96
	PUD	ACCT #200303477	WATER FILTRATION PLANT	3,289.76
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,592.93
	PUD	ACCT #201577921	PUMPING PLANT	7,750.86
	PUD	ACCT #201420635	WASTE WATER TREATMENT	8,806.48
	PUD	ACCT #202075008	WASTE WATER TREATMENT	12,549.94
	PUD	ACCT #201721180	WASTE WATER TREATMENT	23,732.00
143123	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	6,486.66
143124	RHODODENDRON SOC	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143125	ROAN, KELLY & JIM	UB REFUND	GARBAGE	126.92
143126	ROY ROBINSON	AQUA CHEM	ER&R	174.28
143127	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	26.10
143128	SAFeway INC.	LUNCH MEETING SUPPLIES	PERSONNEL ADMINISTRATION	152.87
143129	SASE COMPANY INC	HEPA FILTERS	SIDEWALKS MAINTENANCE	1,121.52
143130	SCIENTIFIC SUPPLY	PETRI DISH AND FILTERS	WASTE WATER TREATMENT	429.24
143131	SCONYERS, SONJA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
	SCONYERS, SONJA		PARKS-RECREATION	25.00
143132	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	128.70
143133	SHACKLETON, CORI	REIMBURSE HARD DRIVE EXPENSE	POLICE INVESTIGATION	136.60
143134	SHERWIN WILLIAMS	PAINT	SOURCE OF SUPPLY	184.35
	SHERWIN WILLIAMS		WATER RESERVOIRS	184.36
	SHERWIN WILLIAMS	ROAD PAINT	TRAFFIC CONTROL DEVICES	251.28
143135	SHERWOOD, BECKY	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
	SHERWOOD, BECKY		PARKS-RECREATION	64.00
143136	SHI INTERNATIONAL	ADOBE ACROBAT PRO DC	COMMUNITY	193.81
143137	SNO CO PUBLIC WORKS	RR7632 67TH AVE & GROVE SIGN	TRANSPORTATION	319.28
143138	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	16,796.32
143139	SONS OF ITALY	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
	SONS OF ITALY		PARKS-RECREATION	30.00
143140	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	37.73
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	37.73
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	37.73
143141	STANWOOD REDI-MIX	CONCRETE	WATER MAINS INSTALL	795.70

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143142	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	3.05
	STAPLES		PERSONNEL ADMINISTRATION	33.69
	STAPLES		PERSONNEL ADMINISTRATION	40.35
	STAPLES		RECREATION SERVICES	65.34
143143	STONEWAY ELECTRIC	DCU POWER POLE PARTS	METER READING	43.22
	STONEWAY ELECTRIC	AERATOR PARTS	WASTE WATER TREATMENT	199.19
	STONEWAY ELECTRIC	DCU POWER POLE PARTS	METER READING	365.76
	STONEWAY ELECTRIC	WIRE	WASTE WATER TREATMENT	1,142.82
143144	TAYLOR, CHRISTINE	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143145	TRANSPORTATION SOLUT	PROFESSIONAL SERVICES	GMA - STREET	1,727.90
	TRANSPORTATION SOLUT		GMA - STREET	2,309.65
	TRANSPORTATION SOLUT		GMA - STREET	4,882.00
	TRANSPORTATION SOLUT		GMA - STREET	9,868.00
	TRANSPORTATION SOLUT		GMA - STREET	13,911.60
143146	ULINE	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	1,039.61
143147	UNIVERSAL FIELD	PROFESSIONAL SERVICES	GMA - STREET	3,941.80
143148	VAN DYKE, JAMES	UB REFUND	WATER/SEWER OPERATION	301.91
143149	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICES	RECYCLING OPERATION	141,487.07
143150	WEST PAYMENT CENTER	COURTROOM HANDBOOK	LEGAL - PROSECUTION	589.13
143151	WESTERN EQUIPMENT	WHEEL ASSEMBLY, TUBE AND BLADE KIT	SMALL ENGINE SHOP	1,084.40
143152	WETLAND RESOURCES	MITIGATION PLAN	GMA-PARKS	1,140.00
143153	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	661.05
143154	WILLIAMS-OKEKE, EVEL	UB REFUND	WATER/SEWER OPERATION	172.57
143155	YOUNG, ANNE	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
143156	ZIPLY FIBER	ACCT #42539763250319985	PARK & RECREATION FAC	61.32

WARRANT TOTAL: 717,970.50

REASON FOR VOIDS:
 INITIATOR ERROR
 CHECK LOST/DAMAGED
 UNCLAIMED PROPERTY

CHECK #139415	CHECK LOST IN MAIL	(30.00)
CHECK #139690	CHECK LOST IN MAIL	(30.00)
CHECK #142802	INITIATOR ERROR	(295.11)


717,615.39

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/14/20

AGENDA ITEM:	
Watershed Planning Project Professional Service Agreement	
PREPARED BY:	DIRECTOR APPROVAL: 
Brooke Ensor, NPDES Coordinator	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
2 signed copies of the Professional Service Agreement	
BUDGET CODE:	AMOUNT:
40145040 541000	\$195,259
<p>SUMMARY: The Council authorized Ecology Grant Agreement WQC-2020-MaryPW-00100 on July 27, 2020 for grant funding from the Department of Ecology to conduct a Watershed Planning Project. The grant award will cover the project cost up to \$185,251, with the City's responsibility being \$61,750. This is the Professional Service Agreement with Northwest Hydraulic Consultants (NHC) to complete the project. The Professional Service Agreement will not exceed \$195,259.</p> <p>This project will fulfill requirements from the Western Washington Phase II Municipal Stormwater Permit and will enhance the Surface Water Comprehensive Plan from 2016. The Watershed Plan will assess stream water quality and prioritize a sub-basin within the City for further actions. Then a list of priority stormwater retrofits and targeted programs will be developed for the sub-basin.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the Watershed Planning Project Professional Service Agreement.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute Watershed Planning Project Professional Service Agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND NORTHWEST HYDRAULIC CONSULTANTS**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Northwest Hydraulic Consultants, Inc, a C corporation, incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 12787 Gateway Dr. S., Tukwila, WA 98168 (“Consultant”).

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

1. **SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “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.
2. **TERM.** The term of this Agreement shall commence on September 14, 2020 and shall terminate at midnight on January 30, 2023. The parties may extend the term of this Agreement by executing a written supplemental amendment.
3. **COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **one hundred ninety five thousand two hundred fifty nine dollars (\$195,259)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 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 Services 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 Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 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.

4.6 INDEMNITY.

a. Indemnification and Hold Harmless. The 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 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart “a” of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** 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 Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage 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.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (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.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** The 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 Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **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 (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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.

j. **Insurance to be Occurrence 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. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 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 the Consultant's status as an independent contractor in the performance of the 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 not make

a claim of City employment and shall not 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 to the Services that the Consultant performs under this Agreement.

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) 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 performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never 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 use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “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, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney 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 the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 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 when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

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

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any 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; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. 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.

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
 Brooke Ensor, NPDES Coordinator
 80 Columbia Ave
 Marysville, WA 98270

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

Northwest Hydraulic Consultants (NHC)

Patty Dillon, Principal
12787 Gateway Dr S
Tukwila, WA 98168-3308

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 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.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and 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 a written supplemental amendment properly signed by both parties.

6.5 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 parts, terms, or 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 part, term, or provision held to be invalid.

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

6.6 NONWAIVER. A waiver by either party of a breach by the other party 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.

6.7 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.

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

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

6.10 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.

6.11 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 herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

CONSULTANT

By _____ (Name)
Its: _____ (Title)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

EXHIBIT A

Scope of Work

City of Marysville Watershed Planning

August 2020

Introduction

The City of Marysville (City) is conducting watershed-scale stormwater planning as required under its National Pollutant Discharge Elimination System (NPDES) Phase II municipal stormwater permit. The study is funded by a water quality grant from the Washington Department of Ecology (agreement no. WQC-2020-MaryPW-00100). The planning study will cover the 21.4 square mile area encompassed by the city boundaries and associated urban growth area (UGA), largely draining to fish-bearing Quilceda and Allen creeks and ultimately the Snohomish River estuary.

The work will be conducted in two phases: Phase 1 will focus on characterization of water quality, flow, and ecological conditions throughout the study area and prioritization of a subbasin for detailed stormwater management planning. Phase 2 will identify specific project and policy actions to meet stormwater management goals in the selected subbasin, with the ultimate deliverable being a Stormwater Management Action Plan.

Northwest Hydraulic Consultants (NHC) will lead the consultant team (Consultant) performing the planning study. A detailed scope of work, including key deliverables, is described below. It is assumed that all deliverables will be provided in electronic format only unless noted otherwise. *Consultant will rely on the accuracy and completeness of data, materials, and information provided or generated by the City in relation to this Scope of Work.*

Task 1 – Project Management and Coordination

Consultant will track budget and progress of work and prepare and submit consolidated monthly invoices and progress reports to the City.

Assumptions:

- *All meetings will be held virtually, by telephone or video conference*
- *All deliverables will be submitted in electronic format.*
- *City will be responsible for submitting required grant deliverables to Ecology*

Deliverables:

- Meeting summary notes
- Monthly invoices and progress reports for duration of project

Anticipated Schedule:

- September 2020 – April 2022

Task 2 – Data Analysis/Receiving Water Assessment (S5.C.1.d.i)

The objective of this task is to assess the available data, identify any critical data gaps, and assess subbasin characteristics for variables related to current stormwater impacts and restoration potential.

This task includes a kickoff meeting with City staff within two weeks of receiving notice to proceed. The objectives of the meeting will be to discuss City objectives and priorities for planning, identify key metrics for project success, and coordinate data sources and acquisition.

Consultant will obtain relevant GIS data from the City, Snohomish County, and other publicly available sources. The following GIS data will be provided by the City, if available:

- stormwater system mapping and attributes, including facilities and drainage network
- stream system mapping
- drainage subbasin boundaries (from Snohomish County models if no City data available)
- critical areas mapping: wetlands, groundwater recharge, steep slopes
- drainage and water quality complaints
- parcel data with land use and ownership
- street network mapping
- impervious surface and land cover mapping
- riparian land cover/canopy mapping
- surface geology and/or infiltration potential mapping
- high resolution aerial photos
- LiDAR-based topography

Publicly available land cover, surface geology, aerial photos, and LiDAR topography will be used if City-specific data are not available. In addition to GIS data, Consultant will coordinate with the City to obtain flow, water quality, and habitat/B-IBI monitoring data; selected stormwater facility as-builts; previous studies related to stormwater planning, water quality or stream conditions; and geotechnical/hydrogeologic reports and boring logs.

City staff are planning to develop citywide land cover data from image analysis of new aerial photography expected later in 2020. Land cover data are anticipated by March 2021 and will be incorporated into the assessment if available on that schedule. In the event of significant delay, the lower resolution National Land Cover Dataset (NLCD) will be used for land cover analysis.

Consultant will review the assembled spatial data sources, including the following key activities:

- Identify subbasin planning units in coordination with the City. Targeted planning unit size is approximately 400-600 acres. Review Puget Sound Characterization assessment units and County hydrologic modeling subbasins to develop initial basin areas. Check subbasin boundary data against available topography and stormwater system mapping and refine boundaries as needed to reflect current drainage information.
- Perform desktop infiltration potential assessment based on available geology, soil borings, and previous studies. Hydrogeologic conditions will be characterized base on published soil and depth to groundwater characteristics.
- Review water quality monitoring data to determine whether state standards are being met for key constituents.
- Create relative pollutant loading maps based on land use and pollutant loading data from literature (e.g. Ecology S8 data).
- Create relative treatment maps for flow control and water quality based on existing facility ages and locations. If facility age (year designed or built) is not available in GIS, Consultant will work with City

staff to estimate treatment standard applicable for each facility from as-builts, development records, or other information.

Up to 3 staff from the Consultant team, accompanied by City staff if available, will conduct a one-day basin reconnaissance following initial review to familiarize ourselves with the watersheds and verify questions that arise during data review.

Consultant will confirm desired subbasin planning units with the City and analyze GIS and other source data to map key features and develop characterization attributes by subbasin to support a Stormwater Management Influence assessment as described in Stormwater Management Action Planning Guidance (Ecology, 2019; Publication 19-10-010). The characterization attributes will be used to score the relative levels of Importance and Degradation for each subbasin, as portrayed in the *Building Cities in the Rain* guidance document. Expected characterization attributes (depending on available data) include:

- Forest land cover
- Riparian forest
- Wetlands
- Stream length
- Fish use
- Groundwater recharge
- Impervious land cover
- Relative pollutant loadings
- Existing flow control
- Existing water quality treatment
- Water quality impairment (303d)
- Road crossing frequency

Consultant will document available data and sources and develop a series of up to 10 basin maps illustrating key features. GIS data will be assembled into an ESRI geodatabase and/or map package format. GIS characterization analysis steps will be captured in an ESRI Model Builder tool to allow characterization and scoring to be easily modified or repeated.

To supplement spatial and observed data, Consultant will also perform existing conditions hydrologic modeling for the Quilceda and Allen Creek basins using previously developed HSPF models. The City will obtain the most recent versions of the models and input data from Snohomish County. Consultant will review the models and advise the City regarding the vintage of land use data and extent to which stormwater facilities are represented in the model. (If desired by the City, Consultant can update to current land use and add key flow control facilities as an additional task beyond this scope.)

Consultant will run the hydrologic models and summarize flow metrics at subbasin outlets. Metrics will include peak flow frequencies and flow flashiness metrics with demonstrated correlation to stream ecology (*Little Bear Creek Watershed-scale Stormwater Plan*, Snohomish County, 2018).

Consultant will prepare an Existing Conditions Assessment summarizing the data analysis and subbasin characterization, documenting receiving water conditions, and characterizing potential for stormwater management influence. The assessment will include identification of any key data gaps and recommendations for future data collection. Collection of new data is beyond the scope of the current project.

Consultant will work with the City to develop responses to Ecology comments on Task 2 deliverables, as required by the City's grant agreement. City staff will prepare Response to Comments submittals.

The Consultant will communicate with the City on a regular basis throughout the task. Consultant will conduct regular project meetings (assumed to be video and/or telephone conferences) to provide status updates and discuss any anticipated scope or schedule issues approximately once a month for the project duration. Consultant will also conduct regular internal team meetings to coordinate on project status and shared tasks.

Assumptions:

- *No new data will be collected as part of this task. This includes survey, drainage system mapping, facility information, soil borings, and environmental monitoring.*
- *City will provide listed GIS data, monitoring data, geotechnical information, and reports (as available) at project kickoff.*
- *Consultant will coordinate with City to obtain existing water quality data. City will assemble water quality data from potential sources such as internal City studies, Snohomish County, Washington State Department of Ecology, and consultants who collected data for City during prior studies. City will deliver water quality data to Consultant for analysis.*
- *Budget assumes existing facility ages are available in GIS. Additional work by Consultant or City staff would be required to obtain from alternate data sources.*
- *City will obtain HSPF models and input datasets for Quilceda Creek and Allen Creek from Snohomish County. Models will be run as-is, unless City elects for an additional task to extend model simulation period, update land use based on more current data, and/or add representation of key stormwater facilities.*
- *All deliverables will be submitted in electronic format.*
- *City staff will prepare formal responses to Ecology comments.*
- *City will be responsible for submitting required grant deliverables to Ecology*

Deliverables:

- Source data inventory (spreadsheet)
- GIS data in ESRI geodatabase format
- ESRI Model Builder tool for characterization analysis
- PDF-format basin maps illustrating key features
- Draft Existing Conditions Assessment

Anticipated Schedule:

- September 2020 – June 2021

Task 3 – Basin Prioritization (S5.C.1.d.ii)

The objective of this task is to select a priority subbasin for stormwater retrofit planning. Prioritization will be based on characterization completed in Task 2 and input from internal and external stakeholders to determine where stormwater management actions would provide the most benefit to water quality and related restoration goals.

Consultant will work with City staff to select criteria for basin prioritization and to identify key internal and external stakeholders—including resource agencies, neighboring jurisdictions, Tribes and citizens—to provide input on criteria weighting and basin selection. Consultant will facilitate and document up to two online stakeholder outreach meetings to present results of the subbasin characterization, discuss proposed ranking criteria, and solicit feedback on priorities for basin selection. We suggest one technical stakeholder workshop (including Tribes, agencies, and municipal staff) and one presentation for the general public.

Consultant will consolidate meeting feedback, assisted by City staff, and work with City to finalize prioritization criteria and subbasin selection. If additional characterization criteria are identified through the stakeholder process, Consultant will update the GIS analysis and Existing Conditions Assessment as

appropriate. Consultant will document the prioritization process and subbasin selection in a Watershed Basin Prioritization Analysis report consistent with the outline in the grant agreement. Consultant will finalize report following review by City and Ecology.

Consultant will work with the City to develop responses to Ecology comments on Task 3 deliverables, as required by the City's grant agreement. City staff will prepare Response to Comments submittals.

The Consultant will communicate with the City on a regular basis throughout the task. Consultant will conduct regular project meetings (assumed to be video and/or telephone conferences) to provide status updates and discuss any anticipated scope or schedule issues approximately once a month for the project duration. Consultant will also conduct regular internal team meetings to coordinate on project status and shared tasks.

Assumptions:

- *City staff will contact stakeholders and send meeting invitations developed by Consultant. City will also be primary contact for stakeholder feedback.*
- *All deliverables will be submitted in electronic format.*
- *City staff will prepare formal responses to Ecology comments.*
- *City will be responsible for submitting required grant deliverables to Ecology.*

Deliverables:

- PowerPoint presentation(s) for stakeholder meetings
- Summary of stakeholder feedback
- Watershed Basin Priority Analysis report, draft and final versions

Anticipated Schedule:

- June – December 2021

Task 4 – Stormwater Management Action Plan

The objective of this task is to develop an Ecology-approved stormwater management action plan for the priority subbasin selected in Task 3. The plan will include capital projects (stormwater retrofits) as well as programmatic management actions.

Consultant will perform parcel-scale overlay analysis in GIS to identify potential retrofit sites in the selected subbasin. Factors to be considered will include presence and condition of existing stormwater facilities (including improvement needs or identified retrofit opportunity), property ownership, drainage area and upstream land use, infiltration potential, opportunity to coordinate with other projects, proximity to the drainage system, and topography. Our team will work with the City and key stakeholders to develop preliminary screening criteria to create a list of 15 to 20 potential retrofit sites. Consultant will conduct up to three days of preliminary field feasibility to identify opportunities or potential fatal flaws at the selected sites. Geotechnical information, including slope hazards and infiltration feasibility, will be based on best available data; follow-up field investigation is beyond the scope of this project.

Consultant will work with City staff, including stormwater, planning, and operations and maintenance staff, to develop a list of potential facility types, programs, and management actions consistent with City resources and protocols. Proposed facility types will be identified for each of the potential retrofit sites. Consultant will

present potential projects to City staff—and other stakeholders, if desired—and work with the City to select three retrofit projects for conceptual design.

Consultant will develop 10% conceptual designs and planning-level cost estimates for the three most promising project sites. Consultant will conduct site-specific survey to support design and plan development. Consultant survey will be limited to three 10-hour days of site surveys for a two-person survey crew. Utility locate or boundary and right-of-way research and survey are beyond the scope of this work and would be coordinated by City staff, as needed. Consultant will use the existing hydrologic models to simulate the three proposed projects and compare individual and collective project benefits versus existing conditions for selected metrics, such as runoff volume, pollutant loading, and hydroecologic metrics. Consultant will prepare brief (approximately 2-page) project summary sheets for each concept, including project description, cost, site schematic drawing, and description of project benefits and performance metrics (area treated, anticipated load reductions, etc.).

Consultant will work with the City and identified key stakeholders to determine relative priority and phasing for the capital and non-capital projects. The project list is expected to include projects developed to conceptual design as well as others identified as feasible but not advanced to conceptual design. Consultant will identify potential funding sources for proposed projects and programs as part of the implementation plan.

Consultant will facilitate and document one outreach meeting to present the draft plan. Consultant will work with the City to determine attendance list and to make the draft plan available via the City website prior to the meeting. Feedback will be collected via a survey sent out to meeting participants. Consultant will work with City staff to consolidate survey response and determine any changes to the plan.

Consultant will work with the City to develop responses to Ecology comments on Task 4 deliverables, as required by the City's grant agreement. City staff will prepare Response to Comments submittals.

The Consultant will communicate with the City on a regular basis throughout the task. Consultant will conduct regular project meetings (assumed to be video and/or telephone conferences) to provide status updates and discuss any anticipated scope or schedule issues approximately once a month for the project duration. Consultant will also conduct regular internal team meetings to coordinate on project status and shared tasks.

Assumptions:

- *City staff will contact stakeholders and send meeting invitations developed by Consultant. City will also be primary contact for stakeholder feedback.*
- *City will coordinate and provide required utility locate services and boundary and right-of-way research and survey.*
- *All deliverables will be submitted in electronic format.*
- *City staff will prepare formal responses to Ecology comments.*
- *City will be responsible for submitting required grant deliverables to Ecology*

Deliverables:

- PowerPoint presentation for stakeholder meetings
- Summary of stakeholder feedback

- 10% concept design plans for 3 projects
- Project summary sheets for 3 projects, including 10% planning level cost estimates
- Draft and final Watershed Basin Management Action Plan

Anticipated Schedule:

- September 2021 – June 2022

Task 5 –Management Reserve

To supplement spatial and observed data, Consultant will also perform existing conditions hydrologic modeling for the Quilceda and Allen Creek basins using previously developed HSPF models during Task 2. The City will obtain the most recent versions of the models and input data from Snohomish County. After the Consultant has reviewed the models and advised the City regarding the vintage of land use data and extent to which stormwater facilities are represented in the model, the City may decide that Consultant should update to current land use and add key flow control facilities. The Management Reserve can also be utilized if other significant data gaps or required analytical time are identified throughout the project.


Cost Estimate

TASK DESCRIPTION	NHC	AHBL	Aspect	Task Totals
Task 1. Project Management & Coordination	\$ 2,550	\$ -	\$ -	\$ 2,550
Task 2. Data Analysis	\$ 37,642	\$ 1,545	\$ 19,256	\$ 58,443
Task 3. Basin Prioritization	\$ 16,190	\$ 24,120	\$ -	\$ 40,310
Task 4. Stormwater Management Action Plan	\$ 35,062	\$ 44,806	\$ 4,088	\$ 83,956
Task 5. Management Reserve				\$ 10,000
				\$195,259

Index #16

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

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
Project Acceptance – 83 rd and Soper Intersection Improvements Project	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Physical Completion Letter	
BUDGET CODE:	AMOUNT:
30500030.563000.R1705	N/A
SUMMARY:	
<p>City Council awarded the 83rd and Soper Intersection Improvements Project to Reece Construction on April 13, 2020 for the bid amount of \$773,059.70 including Washington State Sales Tax (WSST.) The project was completed in the amount of \$634,737.14 (\$138,322.56 or 18% below the bid amount).</p> <p>The work performed under this Contract, including final “punch-list” items, was inspected by the City’s project engineer and is certified physically complete as of August 3, 2020 in accordance with the approved plans and specifications.</p>	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to accept the 83 rd and Soper Intersection Improvements Project, starting the 45-day lien filing period for project closeout.
RECOMMENDED MOTION:
I move to authorize the Mayor to accept the project.



PUBLIC WORKS
Kevin Nielsen, *Director*

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

8/10/2020

Reece Construction Company

**Subject: 83rd AVE NE and Soper Hill Road Intersection Improvements R1705
Notice of Physical Completion of Project**

Dear Sasha:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Monday, August 3, 2020. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the September 28, 2020 Council meeting.

Please submit the following items for project closeout:

1. Affidavits of Wages Paid from Reece and Subcontractors
2. Certified payroll from Reece and Subcontractors

I will be issuing the "Notice of Completion of Public Works Contract" to LNI, DOR, and Employment Security.

It has been a pleasure working with Reece on this project. I look forward to working with you on future projects with the City.

Sincerely,

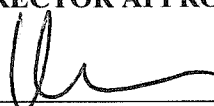
A handwritten signature in black ink, appearing to be "Kevin Nielsen", written in a cursive style.

Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
PUD No. 1 of Snohomish County Distribution Easement – Olympic View Park	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
PUD No. 1 of Snohomish County Distribution Easement	
BUDGET CODE:	AMOUNT:
31000076.563000, P1801	N/A
SUMMARY:	

The Olympic View Park project is currently under construction and requires an electrical connection to the existing Public Utility District No. 1 of Snohomish County (PUD) electrical distribution system. The project contract documents require the City to pay PUD construction costs for installing the primary electrical service which includes the primary riser, J box and padmount transformer. Payment for this work was recently handled through the purchase order process with PUD. In addition, a standard easement agreement must be prepared which grants permission to PUD for installation and maintenance of the electrical service located on the City's Olympic View Park property at 4202 59th Drive NE, Marysville WA 98270.

PUD has prepared the standard easement document for a Distribution Easement and requires the document to be signed by the City of Marysville prior to filing with Snohomish County.

Engineering staff has reviewed the easement document for accuracy.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the attached Distribution Easement with PUD No. 1 of Snohomish County.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the attached Distribution Easement with PUD No. 1 of Snohomish County.

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Real Estate Services – GAJ O1
P.O. Box 1107
Everett, Washington 98206-1107

E-_____
WO#100064911 N# 10000109509

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Marysville, a Municipal Corporation of the State of Washington
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. of NW ¼, NE ¼, Sec. 03, Twp. 29N, R. 05E, W.M.
Tax Parcel No: 29050300108500

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2020, by and between **City of Marysville, a Municipal Corporation of the State of Washington** ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"). . The Owner, and District are sometimes referred to individually herein as "Party" and collectively as "Parties". The District is referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

See Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other

necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the electrical facilities as shown on the attached drawing marked Exhibit "B", attached hereto and by this reference made a part hereof, and specifically located as actually installed. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

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

OWNER(S):
CITY OF MARYSVILLE

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of **CITY OF MARYSVILLE**, to be the free
and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 2020.

(Seal or Stamp)

Signature of
Notary Public _____

Print Name: _____

Residing at: _____

My appointment expires _____

EXHIBIT "A"**PARCEL #29050300108500:**

THAT PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT PARCEL UNDER STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 9207010592, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, WHICH MEASURES SOUTH 2°47'23" WEST A DISTANCE OF 455.34 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 FROM THE NORTH QUARTER CORNER OF SAID SECTION 3;

THENCE SOUTH 89°07'08" EAST A DISTANCE OF 274.00 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE CENTER LINE OF 59TH DRIVE NE (FORMERLY 44TH ST. NE), PER THE PLAT OF WESTVIEW AT SUNNYSIDE II AS RECORDED UNDER AUDITORS FILE NUMBER 9808075002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE SOUTH 01°05'04" WEST ALONG THE SOUTHERLY PROJECTED CENTERLINE OF SAID 59TH DRIVE N.E. A DISTANCE OF 100 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID PARCEL;

THENCE NORTH 89°07'08" WEST A DISTANCE OF 1052.40 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE HIGH ORDINARY WATER MARK LINE OF EBNEY SLOUGH AS FIELD LOCATED 5/3/2005;

THENCE NORTH 49°39'27" WEST A DISTANCE OF 42.18 FEET ALONG SAID ORDINARY HIGH WATER MARK LINE;

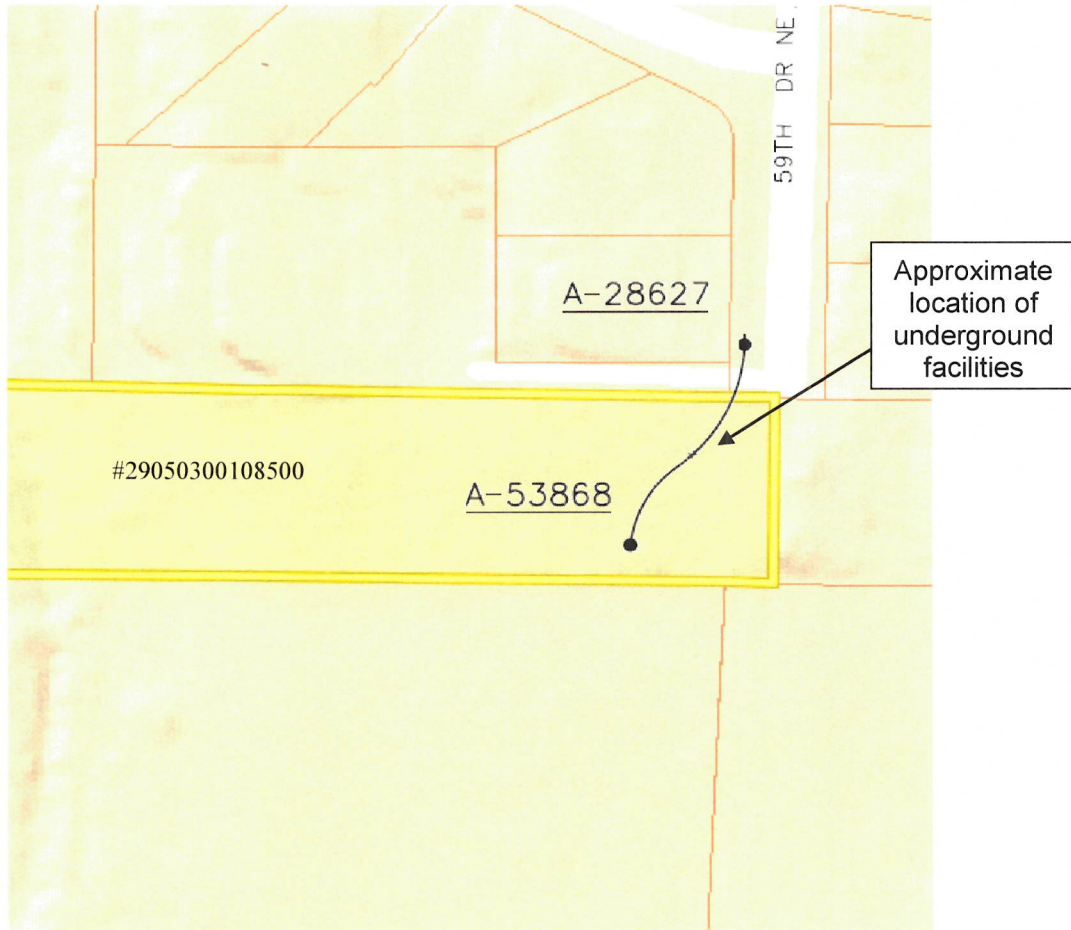
THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK LINE NORTH 40°54'16" WEST A DISTANCE OF 98.16 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE SOUTH 89°07'08" EAST A DISTANCE OF 876.74 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF TRACT 998, PLAT OF WESTVIEW AT SUNNYSIDE II, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITORS FILE NO. 9808075002, RECORDS OF SAID COUNTY, LYING WESTERLY OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SAID 59TH DRIVE N.E.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Exhibit "B"



THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AN ACCURATE SURVEY

Not To Scale


NE 03-29-05

	City of Marysville	08/11/2020
	Tax Lot # 29050300108500	WO #100064911 #10000109509

Index #18

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
2020 Transportation Benefit District (TBD) Project Supplement	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Vicinity Map Supplemental Contract No. 1	
BUDGET CODE:	AMOUNT:
10200030.548000, TB001	N/A
SUMMARY:	
<p>The 2020 Pavement Preservation was awarded to Reece Construction on May 11, 2020 in the amount of \$1,182,170.70 including a management reserve of \$100,000.00 for a total allocation of \$1,282,170.70. The contractor has completed all contract work. The total amount billed to date is \$1,001,233.57. This results in \$280,937.13 of remaining authorized spending towards the 2020 Pavement Preservation program.</p> <p>Staff identified the following streets within the Downtown to add to the City's 2020 Pavement Preservation program: 5th Street from Cedar to Beach, 10th Street from Cedar to Beach, Alder from 4th to 3rd, Quinn from 4th to 3rd, 10th Street from Beach to Ash and Columbia from 4th to 3rd. These are shown on the attached vicinity map. The total estimated cost of these added streets is \$262,499.25 and within the remaining authorized spending.</p> <p>In order to proceed with this work, Council approval of the project locations and a supplement to the contract with Reece Construction is required.</p>	

RECOMMENDED ACTION:

Staff recommends that Council approve the 2020 Transportation Benefit District project additions as attached and authorize the Mayor to sign and execute Supplement Contract No. 1 with Reece Construction.

RECOMMENDED MOTION:

I move to approve the 2020 Transportation Benefit District project additions as attached and authorize the Mayor to sign and execute Supplement Contract No. 1 with Reece Construction.

VICINITY MAP



**SUPPLEMENTAL CONTRACT NO. 1 TO
PUBLIC WORKS CONTRACT BETWEEN
CITY OF MARYSVILLE
AND REECE CONSTRUCTION COMPANY**

THIS SUPPLEMENTAL CONTRACT NO. 1 (“Supplemental Contract No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Reece Construction Company, a corporation (“Reece”).

WHEREAS, the parties hereto have previously entered into an Contract for the 2020 Pavement Preservation Project (the “Original Contract”), said Original Contract being dated May 19, 2020; and

WHEREAS, both parties desire to supplement the Original Contract, by extending the term of the Original Contract and adding additional locations for pavement preservation; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Section II of the Original Contract, “TIME FOR COMPLETION AND LIQUIDATED DAMAGES”, is amended to add thirty (30) additional working days from the time this supplement is approved.

2. Section I of the Original Contract, “SCOPE OF WORK” is amended to add the following locations in the City of Marysville for pavement preservation work:

- A. 5th Street from Cedar to Beach
- B. 10th Street from Cedar to Beach
- C. Alder from 4th to 3rd
- D. Quinn from 4th to 3rd
- E. 10th Street from Beach to Ash
- F. Columbia from 4th to 3rd

3. Each and every provision of the Original Contract dated May 19, 2020, shall remain in full force and effect, except as modified herein.

DATED this _____ day of September, 2020.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Se

DATED this _____ day of September, 2020.

REECE CONSTRUCTION COMPANY

By _____
Andy Reece, President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Index #19

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
Centennial Trail Expansion Project	
PREPARED BY:	DIRECTOR APPROVAL:
Burton Eggertsen and Kyle Woods	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
A. Easement Agreement Package	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City intends to extend the Centennial Trail in the northern part of Marysville. As part of this project, the City is acquiring easements over private property on which to construct portions of the trail.

One of the properties over which the City intends to extend the Centennial Trail is owned by Paul and Diana Wolfe. In exchange for granting the City easement rights over their property, the City will grant the Wolfes two access easements over a city-owned lot (located just north of the Wolfe's property), and construct certain improvements (a fence constructed along the future recreational trail to screen the Wolfe's property, as well as an asphalt drive over one of the access easements). There is no monetary compensation for this transaction.

RECOMMENDED ACTION: Staff recommends Council consider granting two access/utility easements to Paul and Diana Wolfe in exchange for their grant of easement rights to the City.

PROPOSED MOTION: I move approve the grant of two access/utility easements to Paul and Diana Wolfe in exchange for their grant of easement rights to the City, and to authorize the Mayor to execute all necessary documents to effectuate this transaction.

SETTLEMENT AGREEMENT

Project: Centennial Trail Expansion Project
TPN: 30051300300800; 30051300300700;
Address: 9222 State Route 9 NE, Arlington, Washington 98223
Owner: Paul R. Wolfe and Diana L. Wolfe, husband and wife

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below, by and between the CITY OF MARYSVILLE, a Washington State municipal corporation (the "City") and Paul R. Wolfe and Diana L. Wolfe, husband and wife, (the "Owner").

The parties agree to convey property and/or interest in property to the other party as described in, and in the form of, the following documents:

EXHIBIT A – Recreational Trail Easement and Real Estate Excise Tax Affidavit (to be conveyed by the Owner to the City)

EXHIBIT B – Temporary Construction Easement and Real Estate Excise Tax Affidavit (to be conveyed by the Owner to the City)

EXHIBIT C – Access and Utility Easement [1] and Real Estate Excise Tax Affidavit (to be conveyed by the City to the Owner)

EXHIBIT D – Access and Utility Easement [2] and Real Estate Excise Tax Affidavit (to be conveyed by the City to the Owner)

Owner agrees to sign and deliver to City additional documents necessary to complete the transaction:

EXHIBIT E – Borrower's Authorization to Communicate with Third Party

1. **TOTAL MONETARY COMPENSATION:** There is no monetary compensation for the easements. Each party is granting and receiving easement rights to and from the other party.

2. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects, except those acceptable to City. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way or other matters affecting title to the property that arise or appear of record or are revealed by survey or otherwise after the date of the title report, but before closing, shall be subject to City's acceptance. Title shall be conveyed free and clear of all monetary encumbrances. MORTGAGEES OR LIEN HOLDERS MAY REQUIRE A REDUCTION TO PRINCIPAL OR OTHER PAYMENTS ON THE LOAN IN CONSIDERATION FOR RELEASES OR SUBORDINATIONS. ANY REQUIRED REDUCTION SHALL BE PAID BY OWNER.

3. **CLOSING:** Closing of this transaction shall occur within sixty (60) days after mutual acceptance of this Settlement Agreement, or within sixty (60) days after mortgage and lien subordinations have been secured and title has been cleared of any encumbrances or defects, whichever occurs later.

The date of closing shall be the date upon which all appropriate documents are recorded.

4. **CLOSING COSTS AND PRORATES:** Real estate excise tax, recording, partial releases and subordination fees shall be paid by City. Any delinquent and outstanding property taxes shall be paid by owner of the property underlying the respective easement(s) at or prior to closing.

5. **POSSESSION:** The parties shall be entitled to utilize the easements on the date of closing.

6. **CITY COUNCIL APPROVAL:** Owner acknowledges that this agreement does not bind the City until the City Council approves this Settlement Agreement and the Mayor executes the Agreement.

7. **ADDITIONAL CONDITIONS:** The City has agreed to construct certain improvements as described in the above-noted easements (specifically a fence, an asphalt section, and an asphalt apron). The City will begin construction of these improvements on a date(s) and time(s) that are mutually acceptable to the parties.

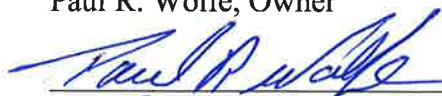
DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

DATED this 4 day of AUG, 2020.

Paul R. Wolfe, Owner



PAUL R WOLFE (Print Name)

Its: _____

DATED this 4 day of August, 2020.

Diana L. Wolfe, Owner

Diana L Wolfe
Diana L Wolfe (Print Name)

Its: _____

Owner's Mailing Address 89222 SRD NE

Arington Wa 98023

Owner's Email Address: prw67@mac.com

Owner's Phone Number: 425-327-5900

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
1049 State Avenue
Marysville, WA 98270

Document Title: **Recreational Trail Easement Agreement**
Grantor: PAUL R. WOLFE AND DIANA L. WOLFE
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN SEC 13 TWP 30N RGE 5E SW QTR
Additional Legal on page: 7
Assessor’s Tax Parcel No(s): 30051300300800

RECREATIONAL TRAIL EASEMENT AGREEMENT

This Recreational Trail Easement Agreement (the “Agreement”) is made and entered into as of the date of the last signature below, by and between Paul R. Wolfe and Diana L. Wolfe, husband and wife (the “Grantor”), the City of Marysville, a municipal corporation of the State of Washington (the “Grantee”), and JPMorgan Chase Bank, N.A. (the “Mortgagee”).

RECITALS

WHEREAS, the Grantor is the owner of the property commonly known as 9222 State Route 9 NE, Arlington, Washington 98223, the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the “Property”); and

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in, and upon the Property.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, a

perpetual non-exclusive easement over, under, through, across, in and upon that portion of the Property described in **Exhibit B** to construct, pave, alter, improve, repair, operate, maintain, and allow public use of a public recreational trail, and all appurtenances associated therewith (the "Easement"). The portion of the Property described in **Exhibit B** will be referred to as the "Easement Area", a depiction of which is attached as **Exhibit C**. The Easement is granted subject to and conditioned upon the terms, conditions, and covenants contained in this Agreement.

2. Access. The Grantee will have the right of ingress and egress to and from the Easement Area across the Property for the purpose of constructing, reconstructing, repaving, repairing, renewing, maintaining altering, changing, patrolling, and operating the Easement and associated trail, and the right to bring heavy equipment and vehicles onto the Property and operate the same to accomplish these purposes.

3. Public Use. The Easement and associated trail is for public access and use, and such public use includes pedestrian, bicycle, and other non-motorized wheel-based activities.

3. Fencing. The Grantee will construct up to five hundred thirty five (535) linear feet of chain link fencing on the Property as shown in **Exhibit C**. The fencing will be six feet (6') high. Upon completion of the fencing, the Grantor will assume all responsibilities to maintain and repair the same. The Grantee will have the right of ingress and egress across the Property to construct the fencing.

4. Vegetation. The Grantee will have the right to cut and/or remove brush, trees, branches, and other vegetation in the Easement Area as required to construct and maintain the Easement and associated trail, or that interferes with the use and/or operation of the Easement and associated trail.

5. Landscaping. The Grantee will have the right to install landscaping within the Easement Area for enhancement of the Easement and associated trail, and to water, fertilize, and otherwise maintain and replant said landscaping.

6. Drainage. The Grantee will have the right to install drainage facilities within the Easement Area and to make cuts and fills as required.

7. Rules; Signs. The Grantee will have the exclusive right to impose rules and regulations concerning the use of the Easement and associated trail and to erect signs and/or fencing for trail purposes within the Easement Area.

8. Restoration. Except for any permanent improvements or modifications to Grantor's Property as contemplated by this Agreement, upon completion of Grantee's construction activities, Grantee shall promptly restore any portion of the Grantor's Property that is affected by Grantee's activities as near as reasonably possible to its condition prior to construction.

9. Grantor's Use of Easement Area. The Grantor will not use the Easement Area except in conformance with the rules and regulations established for trail use and shall not erect any buildings, structures, patios, or other construction of any nature on or in the Easement Area, provided that Grantor shall be entitled to cross the Easement Area to access adjacent lands of

Grantor in a location or locations specified by Grantee, or as the same may be relocated from time to time by Grantee.

10. Warranty. The Grantor covenants to the Grantee that Grantor is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey the same and to grant the Easement; that the Easement Area is free and clear of all encumbrances; and that Grantor will forever warrant and defend title to the Easement and the quiet possession of it against the lawful claims and demands of all other persons whomsoever.

11. Indemnification. Grantee agrees to defend, indemnify, and hold the Grantor harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the exercise of Grantee's rights under this Agreement, except for injuries and damages caused by the negligence of the Grantor.

12. Runs with the Land; Successors and Assigns. The Easement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

13. Governing Law; Attorney's Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by the Grantor or Grantee to enforce the obligations contained herein, the prevailing party shall be entitled to recover reasonable attorney's fees together with costs.

14. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

15. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

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

17. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

PAUL R. WOLFE & DIANA L. WOLFE, GRANTOR:

Paul R. Wolfe
Paul R. Wolfe

8-4-2020
Date

Diana L. Wolfe
Diana L. Wolfe

8-4-2020
Date

MORTGAGEE:

JPMorgan Chase Bank, N.A.

By: _____ (sign)

_____ Date

Its:

CITY OF MARYSVILLE, GRANTEE:

Jon Nehring, Mayor

_____ Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

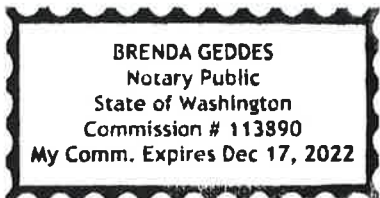
(Print Name)

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

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Paul R. Wolfe is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4th day of August, 2020



Brenda Geddes
(Notary Signature)

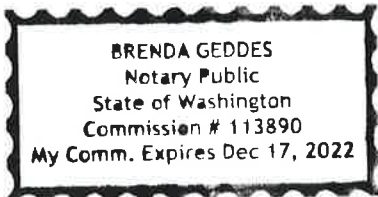
Brenda Geddes
(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): Arlington
My commission expires: 12-17-20

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Diana L. Wolfe is the person who appeared before me, and she acknowledged that he signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4th day of August, 2020



Brenda Geddes
(Notary Signature)
Brenda Geddes
(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): Arington
My commission expires: 12-17-20

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ___ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THE SOUTH 22 ACRES OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 5 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WEST OF NORTHERN PACIFIC RAILWAY;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE WEST LINE OF SECONDARY STATE HIGHWAY 1-A.

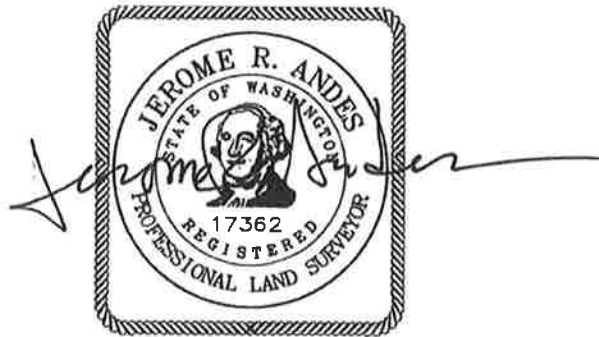
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT A

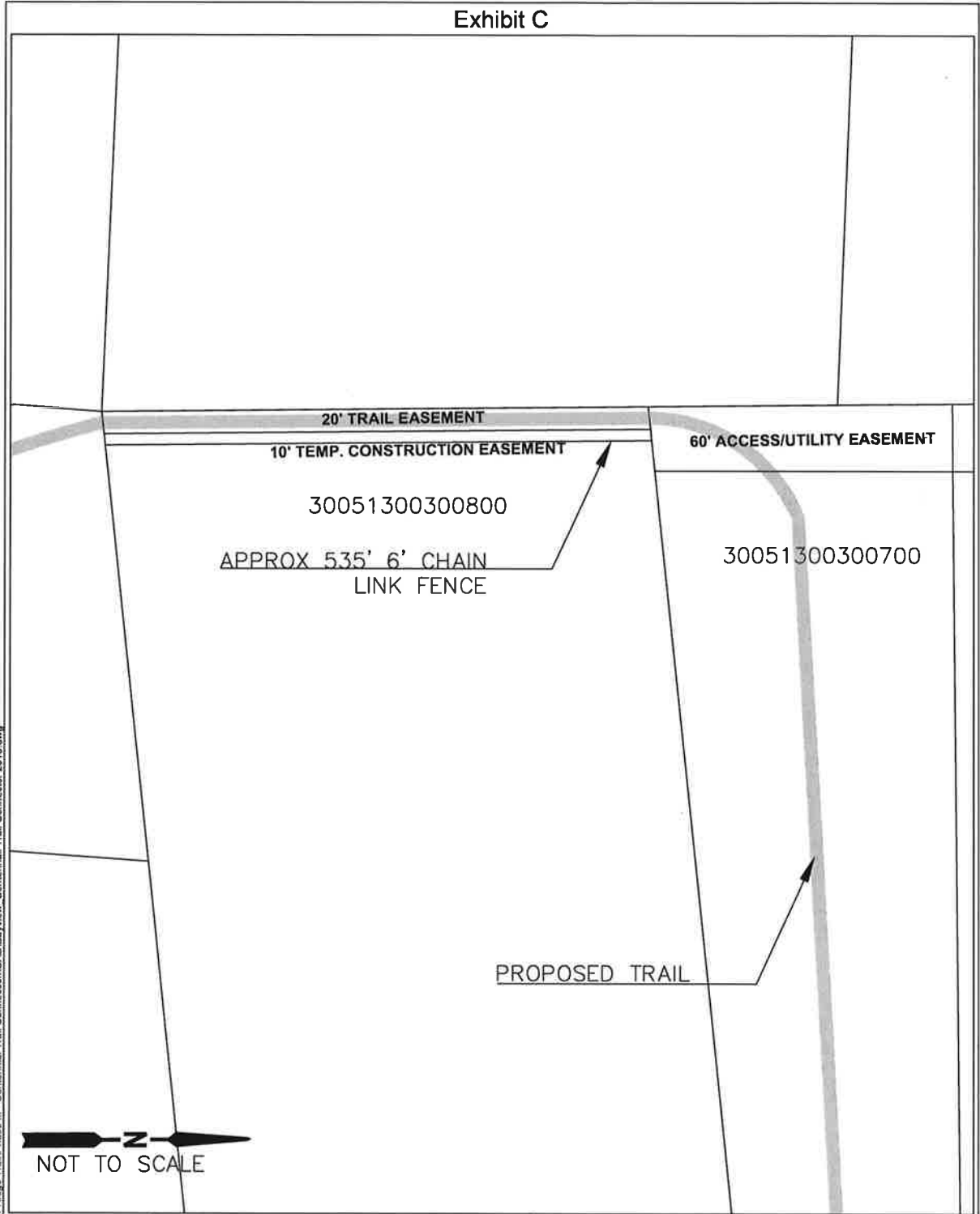
TRAIL EASEMENT
LEGAL DESCRIPTION
300513-003-008-00

The West 20.00 feet, as measured perpendicular to and parallel with the west line, of the South 22 acres of that portion of the Southwest Quarter of Section 13, Township 30 North, Range 5 East, W.M., lying west of the Burlington Northern Santa Fe Railroad;


EXCEPT that portion thereof lying easterly of the west line of Secondary State Highway 1-A.



7/06/2020



S:\Eng\Projects\Parks\Bayview Ridge Trail\Phase III - Centennial Trail Connection\CAD\Bayview - Centennial Trail Connector 2018.dwg

	ENTER PROJECT NAME ENTER ACCT# ; PROJ#	RIGHT-OF-WAY EXHIBIT MAP	11/13/2018 <small>DATE</small>
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT <small>80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100</small>	ENTER PARCEL NO.	1 OF 1 <small>NUMBER</small>

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
1049 State Avenue
Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantor: PAUL R. WOLFE AND DIANA L. WOLFE
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN SEC 13 TWP 30N RGE 5E SW QTR
Additional Legal on page: 5 (**Exhibit A**)
Assessor's Tax Parcel No(s): 30051300300800

In the matter of: Centennial Trail Expansion Project

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, Paul R. Wolfe and Diana L. Wolfe, husband and wife, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of constructing and installing a recreational trail for public use on adjacent real property until the completion of the construction of this project, and for purposes of removing vegetation that interferes with Grantee's use of the temporary construction easement area, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBIT B** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor(s) harmless from any and all claims and causes of action of every kind and description

which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee, its successors and assigns.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project.

It is understood and agreed that upon completion of construction of said project, the CITY OF MARYSVILLE or its agents shall restore the easement area as near as reasonably possible to its condition prior to construction.

The covenants herein shall run with the land and shall be binding on the grantors, their heirs, successors and assigns for the term of this agreement.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement on the last date written below.

PAUL R. WOLFE & DIANA L. WOLFE:

Paul R. Wolfe
Paul R. Wolfe

8-4-2020
Date

Diana L. Wolfe
Diana L. Wolfe

08.04.2020
Date

CITY OF MARYSVILLE, GRANTEE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Paul R. Wolfe is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4th day of August, 2020

Brenda Geddes
(Notary Signature)

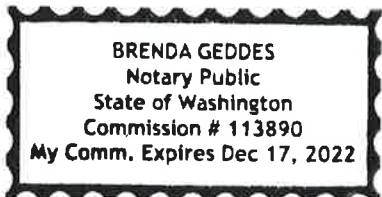
Brenda Geddes
(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): Arlington
My commission expires: 12-17-20

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Diana L. Wolfe is the person who appeared before me, and she acknowledged that he signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4th day of August, 20 20



Brenda Geddes
(Notary Signature)

Brenda Geddes
(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): Arlington

My commission expires: 12-17-20

EXHIBIT A
(PROPERTY LEGAL DESCRIPTION)

THE SOUTH 22 ACRES OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 5 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WEST OF NORTHERN PACIFIC RAILWAY;

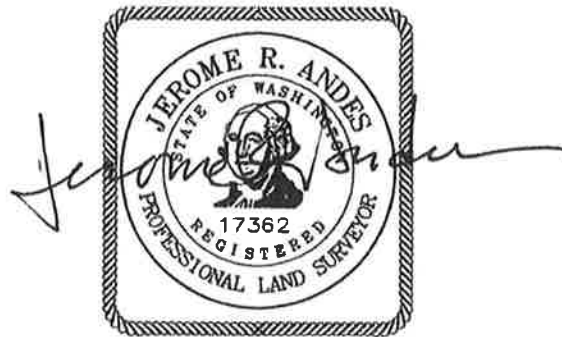
EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE WEST LINE OF SECONDARY STATE HIGHWAY 1-A.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
300513-003-008-00

The East 10.00 feet of the West 30.00 feet, as measured perpendicular to and parallel with the west line, of the South 22 acres of that portion of the Southwest Quarter of Section 13, Township 30 North, Range 5 East, W.M., lying west of the Burlington Northern Santa Fe Railroad;

EXCEPT that portion thereof lying easterly of the west line of Secondary State Highway 1-A.



7/06/2020

AFTER RECORDING MAIL TO:

City of Marysville
 Legal Department
 1049 State Avenue
 Marysville, WA 98270

Document Title: **Access and Utility Easement Agreement**
 Grantor: CITY OF MARYSVILLE
 Grantee: PAUL R. WOLFE AND DIANA L. WOLFE
 Abbreviated Legal: PTN OF SEC 13 TWP 30 RGE 05 EAST
 Additional Legal on page: 8
 Assessor's Tax Parcel No(s): Ptn of 30051300300700

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement (the "Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a municipal corporation of the State of Washington (the "Grantor") and Paul R. Wolfe and Diana L. Wolfe, husband and wife (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of the property under tax parcel number 30051300300700, the legal description of which is attached as **Exhibit A** ("Grantor's Property"); and

WHEREAS, the Grantee is the owner of the property commonly known as 9222 State Route 9 NE, Arlington, Washington 98223, the legal description of which is attached as **Exhibit B** (the "Grantee's Property"); and

WHEREAS, Grantor's Property is located between Grantee's Property and 96th Street NE; and

WHEREAS, the Grantee desires to acquire an ingress, egress, and utilities easement across, over, and under Grantor's Property so as to access 96th Street NE; and

WHEREAS, Grantee's Property, for development purposes, is currently subject to the jurisdiction of Snohomish County; and

WHEREAS, zoning of Grantee's Property currently only allows two residences; and

WHEREAS, should a zoning change in the future occur that would allow for the development of the Grantee's real estate into a greater density, Snohomish County or any other jurisdiction having jurisdiction over it, may require the conversion of the Access and Utility Easement to a dedicated right-of-way.

NOW, THEREFORE, the Grantor and Grantee agree as follows:

AGREEMENT

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants to Grantee, and Grantee's successors and assigns, a perpetual non-exclusive sixty foot (60') wide easement over, under, through, across, in and upon that portion of Grantor's Property described in **Exhibit C** for ingress, egress, and utilities (the "Easement"). The portion of the Property described in **Exhibit C** will be referred to as the "Easement Area", a depiction of which is attached as **Exhibit D**. The Easement is granted subject to and conditioned upon the terms, conditions, and covenants contained in this Agreement.

2. Construction. The Grantor will construct and pave a twenty-foot (20') wide asphalt section on the Easement Area to connect 96th Street NE to the Grantee's Property (the "Asphalt Section"), and will remove any trees and other vegetation to achieve the same. The Grantor will additionally construct and pave a ten-foot (10') asphalt apron (the "Apron") on the border of Grantee's Property where it connects to the Easement Area, as shown in **Exhibit D**. The Grantor will have the right of ingress and egress to and from the Easement Area across Grantee's Property for the purposes of constructing and paving the above-described Asphalt Section and the Apron, and the right to bring heavy equipment and vehicles onto Grantee's Property and operate the same to accomplish these purposes.

3. Rules; Signs; Modifications. The parties acknowledge that the Easement will cross a planned recreational trail for public use, as shown in **Exhibit D**. The Grantor will have the exclusive right, at any time and in the sole judgment of the Grantor, to erect signs, establish rules regarding use of the Easement Area and Asphalt Section (such as speed limits), or to modify the Easement Area and Asphalt Section (such as building speed bumps) in order to protect users of the trail.

4. Maintenance. Upon completion of the Asphalt Section and the Apron, the Grantee will assume all responsibilities to maintain and repair the same and to maintain and repair the Easement Area, and will have the right to remove any vegetation or tree limbs that may impair use of the Easement. However, the Grantor will be responsible for maintaining the recreational trail including that portion that extends over the Easement Area as shown in **Exhibit D**.

5. Alteration of Easement. Grantee will not take any action that will impair, impede, or affect the recreational trail (such as installing underground utilities) without first obtaining written permission from the Grantor, which permission will not be unreasonably withheld.

6. Restoration. Except for any permanent improvements or modifications to Grantee's Property as contemplated by this Agreement, upon completion of Grantor's construction activities as contemplated by Section 2, Grantor shall promptly restore any portion of the Grantee's Property that is affected by Grantor's activities as near as reasonably possible to its condition prior to construction.

7. Indemnification. The Grantee shall defend, indemnify, and hold the Grantor, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, or arising out of or in any respect related to the use of the Easement Area, Asphalt Section, or Apron by the Grantee or Grantee's guests and invitees, except for injuries and damages caused by the sole negligence of the Grantor.

8. Future Zoning. Should the Grantee's property become eligible for a zoning density greater than two (2) residential lots, and should the governing municipal agency require, as a condition of such development, that the Easement Area described herein become a dedicated public right of way, then, and in that event, the City of Marysville agrees to take appropriate action to so dedicate the Easement Area at no cost or expense to the Grantee or the Grantee's heirs, successors or assigns; Provided, However, that costs associated with the development of the right of way to meet then existing construction standards shall be borne by the Grantee or the Grantee's heirs, successors and assigns; Provided, Further, that upon dedication, the governing municipal agency shall be entitled to establish traffic rules (such as set forth in Section 3 above, which rules will not impact the future density of the Grantee's real estate) regarding the use of the right of way that crosses the planned public recreational trail for the protection of the users of the trail. This Agreement will terminate upon the dedication contemplated by this Section.

9. Access to SR 9. Nothing in this Agreement shall be deemed to require the Grantee from abandoning its existing limited access right of way off of SR 9.

10. Warranty. The Grantor covenants to the Grantee that Grantor is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey the same and to grant the Easement; that the Easement Area is free and clear of all encumbrances; and that Grantor will forever warrant and defend title to the Easement and the quiet possession of it against the lawful claims and demands of all other persons whomsoever.

11. Runs with the Land; Successors and Assigns. The Easement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

12. Governing Law; Attorney's Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by the Grantor or

Grantee to enforce the obligations contained herein, the prevailing party shall be entitled to recover reasonable attorney's fees together with costs.

13. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

14. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

PAUL R. WOLFE & DIANA L. WOLFE, GRANTEE:

Paul R. Wolfe
Paul R. Wolfe

8-4-2020
Date

Diana L. Wolfe
Diana L. Wolfe

08/04/2020
Date

CITY OF MARYSVILLE, GRANTOR:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

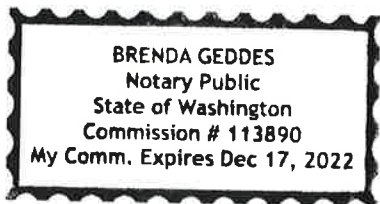
(Print Name)

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

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Paul R. Wolfe is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4th day of August, 2020



Brenda Geddes
(Notary Signature)

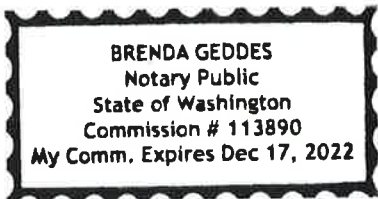
Brenda Geddes
(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): Actington, WA
My commission expires: 12-17-20

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Diana L. Wolfe is the person who appeared before me, and she acknowledged that he signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4th day of August, 2020



Brenda Geddes
(Notary Signature)

Brenda Geddes
(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): Arlington, WA
My commission expires: 12-17-20

EXHIBIT A
GRANTOR'S PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1862 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE EAST TO RAILWAY RIGHT OF WAY;

THENCE SOUTHERLY ALONG THE SAID RIGHT OF WAY TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE WEST TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE NORTH 762 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN SECTION 13, TOWNSHIPS 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

EXCEPT THE SOUTH 22 ACRES THEREOF;

AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBERS 788610 AND 1204320.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B
GRANTEE'S PROPERTY

THE SOUTH 22 ACRES OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 5 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WEST OF NORTHERN PACIFIC RAILWAY;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE WEST LINE OF SECONDARY STATE HIGHWAY 1-A.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT C**ACCESS AND UTILITY EASEMENT
LEGAL DESCRIPTION**

300513-003-007-00

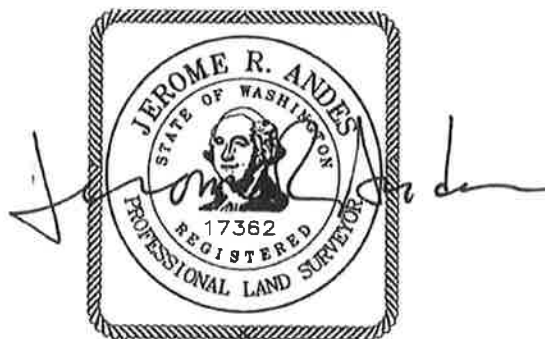
That portion of the Southwest Quarter of Section 13, Township 30 North, Range 5 East, W.M., described as follows:

Beginning at the intersection of the easterly right-of-way line of 96th Street N.E. with the south line of CENTENIAL TRAILS DIV 2, according to the plat filed under Auditor's File Number 200109055001, Records of Snohomish County, Washington; thence Southerly, along the southerly extension of said right-of-way line, a distance of 167.63 feet to the north line of TRACT A, described below; thence westerly, along the north line of said TRACT A, a distance of 60.27 feet to the southerly extension of the westerly right-of-way line of said 96th Street N.E., according to said plat; thence northerly, along said line, a distance of 173.38 feet to the intersection of the westerly right-of-way line of said 96th Street N.E. with the south line of said plat; thence easterly, along said south line, a distance of 60.00 feet to the point of beginning.

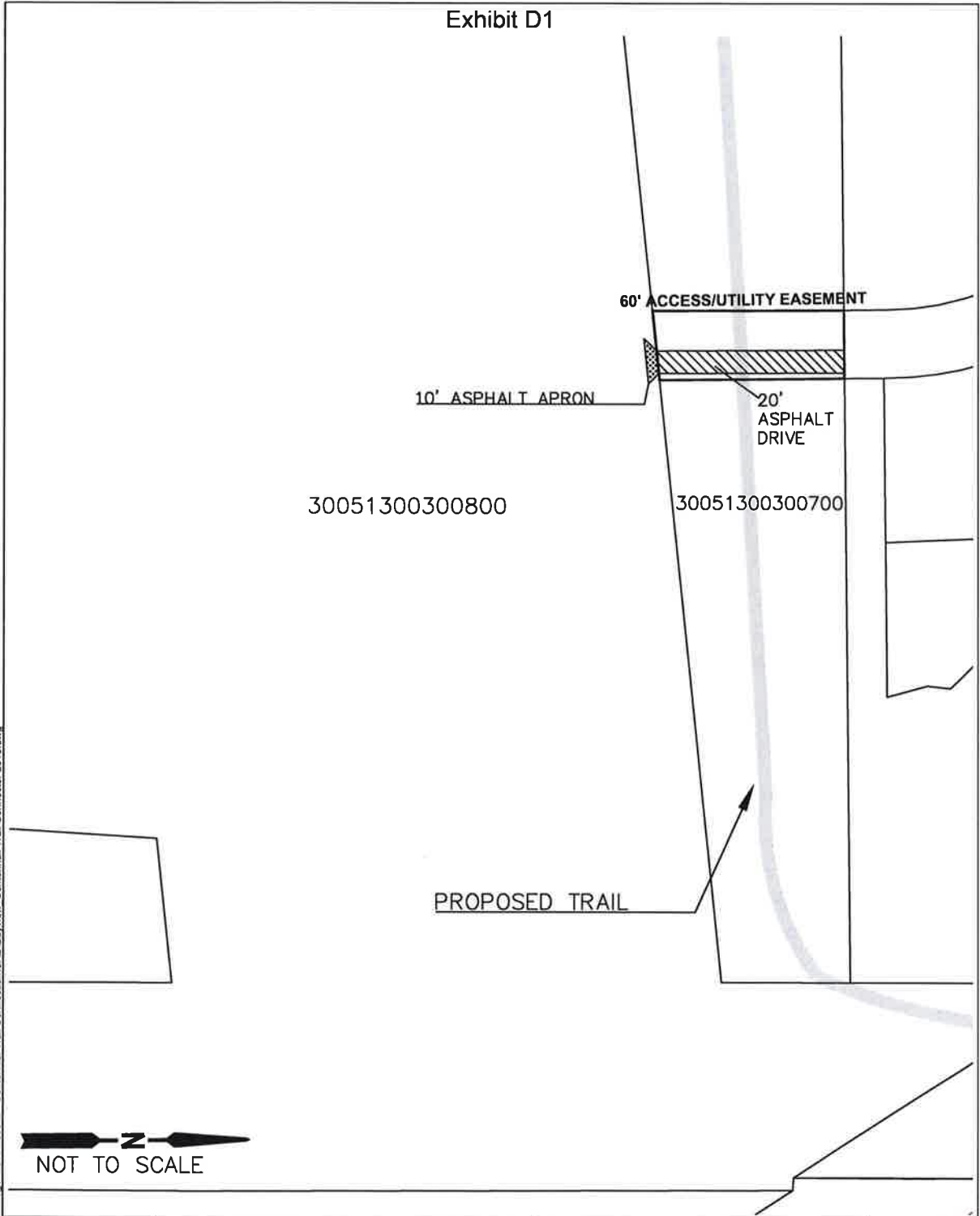
TRACT A

That portion of the Southwest Quarter of Section 13, Township 30 North, Range 5 East, W.M., lying northerly of the north line of the South 22 acres of said subdivision lying west of the Burlington Northern Santa Fe Railroad;
EXCEPT that portion thereof lying easterly of the west line of Secondary State Highway 1-A.


End of TRACT A



7/06/2020



S:\Eng\Projects\Parks\Bayview Ridge Trail\Phase III - Centennial Trail Connection\CAD\Bayview Centennial Trail Connector 2018.dwg

		RIGHT-OF-WAY EXHIBIT MAP	5/13/2019
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT <small>80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100</small>	30051300300800	DATE
			NUMBER

AFTER RECORDING MAIL TO:

City of Marysville
 Legal Department
 1049 State Avenue
 Marysville, WA 98270

Document Title: **Access and Utility Easement Agreement**
 Grantor: CITY OF MARYSVILLE
 Grantee: PAUL R. WOLFE AND DIANA L. WOLFE
 Abbreviated Legal: PTN OF SEC 13 TWP 30 RGE 05 EAST
 Additional Legal on page: 7
 Assessor's Tax Parcel No(s): Ptn of 30051300300700

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement (the "Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a municipal corporation of the State of Washington (the "Grantor") and Paul R. Wolfe and Diana L. Wolfe, husband and wife (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of the property under tax parcel number 30051300300700, the legal description of which is attached as **Exhibit A** ("Grantor's Property");

WHEREAS, the Grantee is the owner of the property commonly known as 9222 State Route 9 NE, Arlington, Washington 98223, the legal description of which is attached as **Exhibit B** (the "Grantee's Property");

WHEREAS, Grantor's Property is located between Grantee's Property and 83rd Avenue NE;

WHEREAS, the Grantee desires to acquire an ingress, egress, and utilities easement across, over, and under Grantor's Property so as to access 83rd Avenue NE; and

WHEREAS, Grantee's Property, for development purposes, is currently subject to the jurisdiction of Snohomish County; and

WHEREAS, zoning of Grantee's Property currently only allows two residences; and

WHEREAS, should a zoning change in the future occur that would allow for the development of the Grantee's real estate into a greater density, Snohomish County or any other jurisdiction having jurisdiction over it, may require the conversion of the Access and Utility Easement to a dedicated right-of-way.

NOW, THEREFORE, the Grantor and Grantee agree as follows:

AGREEMENT

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants to Grantee, and Grantee's successors and assigns, a perpetual non-exclusive sixty foot (60') wide easement over, under, through, across, in and upon that portion of Grantor's Property described in **Exhibit C** for ingress, egress, and utilities (the "Easement"). The portion of the Property described in **Exhibit C** will be referred to as the "Easement Area", a depiction of which is attached as **Exhibit D**. The Easement is granted subject to and conditioned upon the terms, conditions, and covenants contained in this Agreement.

2. Rules; Signs; Modifications. The parties acknowledge that the Easement will cross a planned recreational trail for public use, as shown in **Exhibit D**. The Grantor will have the exclusive right, at any time and in the sole judgment of the Grantor, to erect signs, establish rules regarding use of the Easement Area (such as speed limits), or to modify the Easement Area (such as building speed bumps) in order to protect users of the trail.

3. Maintenance. The Grantee will be responsible for all maintenance and repairs of the Easement Area, and will have the right to remove any vegetation or tree limbs that may impair access to the Easement Area.

4. Alteration of Easement. Grantee will not take any action that will impair, impede, or affect the recreational trail (such as installing underground utilities) without first obtaining written permission of the Grantor, which permission will not be unreasonably withheld.

5. Restoration. Except for any permanent improvements or modifications to Grantee's Property as contemplated by this Agreement, upon completion of Grantor's construction activities, Grantor shall promptly restore any portion of the Grantee's Property that is affected by Grantor's activities as near as reasonably possible to its condition prior to construction.

6. Indemnification. The Grantee shall defend, indemnify, and hold the Grantor, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, or arising out of or in any respect related to the use of the Easement Area by the Grantee or Grantee's guests and invitees, except for injuries and damages caused by the sole negligence of the Grantor.

7. Future Zoning. Should the Grantee's property become eligible for a zoning density greater than two (2) residential lots, and should the governing municipal agency require, as a condition of such development, that the Easement Area described herein become a dedicated public right of way, then, and in that event, the City of Marysville agrees to take appropriate action to so dedicate the Easement Area at no cost or expense to the Grantee or the Grantee's heirs, successors or assigns; Provided, However, that costs associated with the development of the right of way to meet then existing construction standards shall be borne by the Grantee or the Grantee's heirs, successors and assigns; Provided, Further, that upon dedication, the governing municipal agency shall be entitled to establish traffic rules (such as set forth in Section 2 above, which rules will not impact the future density of the Grantee's real estate) regarding the use of the right of way that crosses the planned public recreational trail for the protection of the users of the trail. This Agreement will terminate upon the dedication contemplated by this Section.

8. Access to SR 9. Nothing in this Agreement shall be deemed to require the Grantee from abandoning its existing limited access right of way off of SR 9.

9. Existing Easements. The parties acknowledge that Puget Sound Energy has a utilities easement affecting a portion of the Easement Area recorded under Snohomish County Auditor's number 200001130473. The parties further acknowledge that Pacific Northwest Communities, LLC holds a temporary construction easement affecting the Easement Area, recorded under Snohomish County Auditor's number 200710120753. Grantee will not use the Easement Area or make any changes to it that impairs the rights of the above-noted parties without their consent.

10. Warranty. Except as otherwise described in this Agreement, the Grantor covenants to the Grantee that Grantor is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey the same and to grant the Easement; that the Easement Area is free and clear of all encumbrances; and that Grantor will forever warrant and defend title to the Easement and the quiet possession of it against the lawful claims and demands of all other persons whomsoever.

11. Runs with the Land; Successors and Assigns. The Easement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

12. Governing Law; Attorney's Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by the Grantor or Grantee to enforce the obligations contained herein, the prevailing party shall be entitled to recover reasonable attorney's fees together with costs.

13. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

14. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of

any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

PAUL R. WOLFE & DIANA L. WOLFE, GRANTEE:

Paul R. Wolfe
Paul R. Wolfe

8-24-2020
Date

Diana L. Wolfe
Diana L. Wolfe

08.04.2020
Date

CITY OF MARYSVILLE, GRANTOR:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

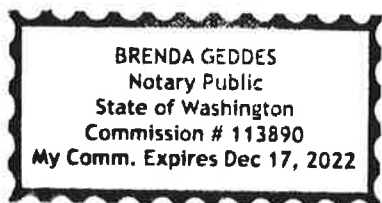
(Print Name)

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

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Paul R. Wolfe is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4th day of August, 2020



Brenda Geddes
(Notary Signature)

Brenda Geddes
(Print Name)

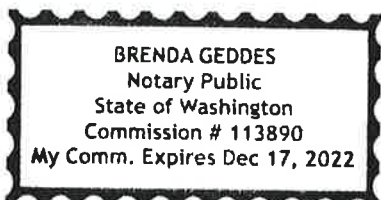
NOTARY PUBLIC in and for the State of Washington
Residing at (city): Arlington

My commission expires: 12-17-20

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Diana L. Wolfe is the person who appeared before me, and she acknowledged that he signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4th day of August, 20 20



Brenda Geddes
(Notary Signature)
Brenda Geddes
(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): Actington
My commission expires: 12-17-20

**EXHIBIT A
GRANTOR'S PROPERTY**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1862 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE EAST TO RAILWAY RIGHT OF WAY;

THENCE SOUTHERLY ALONG THE SAID RIGHT OF WAY TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE WEST TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE NORTH 762 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN SECTION 13, TOWNSHIPS 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

EXCEPT THE SOUTH 22 ACRES THEREOF;

AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBERS 788610 AND 1204320.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B
GRANTEE'S PROPERTY

THE SOUTH 22 ACRES OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 5 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WEST OF NORTHERN PACIFIC RAILWAY;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE WEST LINE OF SECONDARY STATE HIGHWAY 1-A.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT C
ACCESS AND UTILITY EASEMENT
LEGAL DESCRIPTION
300513-003-007-00

The West 60.00 feet, as measured perpendicular to and parallel with the west line, of the following described TRACT A:

TRACT A

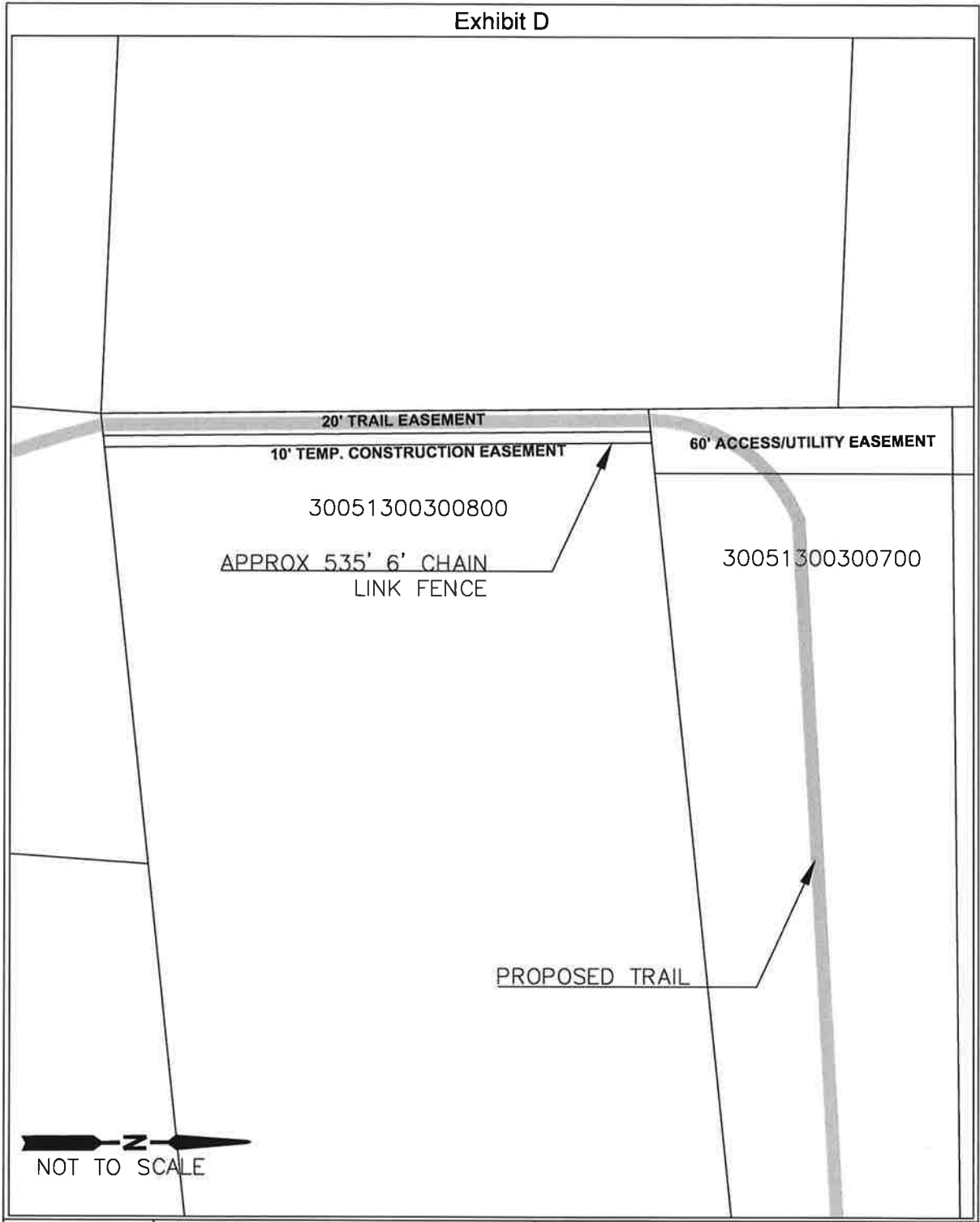
That portion of the Southwest Quarter of Section 13, Township 30 North, Range 5 East, W.M., lying northerly of the north line of the South 22 acres of said subdivision lying west of the Burlington Northern Santa Fe Railroad;
EXCEPT that portion thereof lying easterly of the west line of Secondary State Highway 1-A;

AND lying southerly of the south line of CENTENIAL TRAILS DIV. 2, according to the plat on file under Auditors File Number 200109055001, Records of Snohomish County, Washington.

End of TRACT A



7/06/2020



	ENTER PROJECT NAME ENTER ACCT# ; PROJ#	RIGHT-OF-WAY EXHIBIT MAP	11/13/2018 <small>DATE</small>
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT <small>80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100</small>	ENTER PARCEL NO.	1 OF 1 <small>NUMBER</small>

Index #20

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

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
Centennial Trail Expansion Project- Marysville School District Property	
PREPARED BY:	DIRECTOR APPROVAL:
Burton Eggertsen and Kyle Woods	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
A. Easement Agreement Package	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City intends to extend the Centennial Trail in the northern part of Marysville. As part of this project, the City is acquiring easements over private property on which to construct portions of the trail.

One of the properties over which the City intends to extend the Centennial Trail is owned by Marysville School District No. 25 (“MSD”). In exchange for receiving easement rights over MSD’s property (specifically, two recreational trail easements and three temporary construction easements), the City will construct drainage improvements to the entrance of the Marshall Elementary School. There is no monetary compensation for this transaction.

RECOMMENDED ACTION: Staff recommends Council consider approving the proposed agreement between the City and Marysville School District No. 25, whereby the City will construct drainage improvements to the entrance of the Marshall Elementary School in exchange for easements rights for the Centennial Trail Expansion Project.

PROPOSED MOTION: I move approve the proposed agreement between the City and Marysville School District No. 25, and to authorize the Mayor to execute all necessary documents to effectuate this transaction.

**CONVEYANCE
AGREEMENT**

Project: Centennial Trail Expansion Project
TPN: 30052400200500;30052400200700;30052300100100
Address: 8301 84TH AVE NE, MARYSVILLE, WA 98270
Owner: MARYSVILLE SCHOOL DISTRICT NO. 25

THIS CONVEYANCE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below, by and between the CITY OF MARYSVILLE, a Washington State municipal corporation (the "City") and the MARYSVILLE SCHOOL DISTRICT NO. 25, a municipal corporation of the State of Washington, (the "Owner").

WHEREAS, the City desires to construct a trail for community use and to use a portion of Owner's property for such purpose; and

WHEREAS, the City has proposed and Owner agrees to convey property and/or interest in property to the City as described in, and in the form of, the following documents, which shall collectively be referred to herein as the "Easements"):

EXHIBIT A - Recreational Trail Easement- TPN 30052400200700 and Real Estate Excise Tax Affidavit

EXHIBIT B - Recreational Trail Easement- TPN 30052400200500 and Real Estate Excise Tax Affidavit

EXHIBIT C - Temporary Construction Easement- TPN 30052400200700 and Real Estate Excise Tax Affidavit

EXHIBIT D - Temporary Construction Easement - TPN 30052400200500 and Real Estate Excise Tax Affidavit

EXHIBIT E - Temporary Construction Easement - TPN 30052300100100 and Real Estate Excise Tax Affidavit

WHEREAS, as consideration for Owner's conveyance of the Easements and in lieu of monetary compensation, the City agrees to provide the District with certain improvements at Marshall Elementary School as set forth herein.

1. TOTAL MONETARY COMPENSATION: There is no monetary compensation for the above-described easements. The Easements are being granted in exchange for the City constructing drainage improvements at entrance of Marshall Elementary School, as described in Section 7 of this Settlement Agreement.

2. CONDITION OF TITLE: The City shall accept the Easements with title to the underlying properties as-is. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way or other matters affecting title to the property that arise or appear of record or are revealed by survey or otherwise after the date of the title report, but before recording of the Easements, shall be subject to City's acceptance.

3. EXECUTION AND RECORDING OF EASEMENTS: The District shall execute the Easements upon request of the City and the City shall record the Easements, subject to Section 8 below.

4. RECORDING COSTS: The City shall pay all costs to record the Easements, including any real estate excise tax and recording fees. Any delinquent and outstanding property

taxes shall be paid by Owner at or prior to recording of the Easements.

5. POSSESSION: City shall be entitled to utilize the Easement on the date of recording.

6. CITY COUNCIL APPROVAL: Owner acknowledges that this Agreement does not bind the City until the City Council approves this Settlement Agreement and the Mayor executes the Agreement. City acknowledges that this Agreement does not bind the Owner until Owner's Board of Director's approves this Settlement Agreement and the Superintendent executes the Agreement.

7. ADDITIONAL CONDITIONS: This Settlement Agreement and Owner's agreement hereunder is expressly conditioned on the following:

- a. The City, at its sole cost and expense, shall install one type I catch basin with approximately 20' of 8" PVC pipe that drains to a ditch behind the sidewalk, located at the entrance to Owner's Marshall Elementary School (address 4407 116th Street NE, Marysville WA 98271). Approximately 100 square feet of sidewalk will be removed and replaced to accommodate the catch basin and pvc pipe. The City's work hereunder shall be subject to the following:
 - i. Prior to commencing work, the City shall provide Owner with complete design documents and the District shall have ten (10) days to provide the City with comments. Owner's review and provision of comments shall not, in any case, shift liability to the Owner for any of the City's work. The City shall coordinate any and all work with Owner in order to avoid interference at the Marshall Elementary School. Following the City's completion of the work, the City shall provide Owner with written notice of completion and Owner shall have five (5) days to review the City's work for compliance with the approved design documents. The City shall correct any identified deficiencies within a reasonable time period but shall commence such work within five (5) days of receipt of Owner's comments.
 - ii. The work shall be completed in the summer of 2021, with the commencement of work occurring after end of the 2020/2021 academic school year (scheduled to end on June 21, 2021, as adjusted for makeup/"snow" days), and completion of the work occurring before the beginning of the 2021/2022 academic school year (scheduled to begin on September 8, 2021).
 - iii. The City shall provide Owner with a two (2) year warranty for the City's work, whether from the City or the City's contractor, and shall be obligated to correct any defects or departure from the approved plans for which Owner provides written notice within that two year period.
 - iv. The City shall defend, indemnify, and hold Owner harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Owner's work, PROVIDED, that in the event of the concurrent negligence of the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City. The indemnities herein

shall survive any actual or purported termination of this Settlement Agreement.

8. Expiration. The parties agree that the Easements will not be recorded until the City has obtained funding for the trail expansion project as contemplated herein. In the event that the City is required to record the Easements in order to obtain funding, then the City may record the Easements after providing notice to the Owner; however, in the event that the trail remains unconstructed over the Easements as of December 31, 2021, then the City agrees that it will execute and record any and all necessary easement release/extinguishment agreements, releasing the Easements granted by the Owner to the City as contemplated herein.

9. Miscellaneous

- a. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- b. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court of the State of Washington in Snohomish County.
- c. In the event any party defaults on the performance of any terms of this Agreement or any party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to an award of all its reasonable attorney fees, costs, and expenses.
- d. The laws of the State of Washington shall govern this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

DATED this ____ day of _____, 20

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

DATED this _____ day of _____, 20

MARYSVILLE SCHOOL DISTRICT NO. 25,
Owner

(Print Name)

Its: _____

Owner's Mailing Address _____

Owner's Email Address: _____

Owner's Phone Number: _____

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
1049 State Avenue
Marysville, WA 98270

Document Title: **Recreational Trail Easement Agreement**
Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN OF SEC 24 TWP 30 RGE 05 NW QTR
Additional Legal on page: 6
Assessor’s Tax Parcel No(s): 30052400200500

RECREATIONAL TRAIL EASEMENT AGREEMENT

This Recreational Trail Easement Agreement (the “Agreement”) is made and entered into as of the date of the last signature below, by and between the Marysville School District No. 25, a municipal corporation of the State of Washington (the “Grantor”) and the City of Marysville, a municipal corporation of the State of Washington (the “Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of certain property located in Snohomish County, Washington (TPN 30052400200500), the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the “Property”); and

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in, and upon the Property.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, a

perpetual non-exclusive easement over, under, through, across, in and upon that portion of the Property described in **Exhibit B** to construct, pave, alter, improve, repair, operate, maintain, and allow public use of a public recreational trail, and all appurtenances associated therewith (the “Easement”). The portion of the Property described in **Exhibit B** will be referred to as the “Easement Area”, a depiction of which is attached as **Exhibit C**. The Easement is granted subject to and conditioned upon the terms, conditions, and covenants contained in this Agreement.

2. Access. The Grantee will have the right of ingress and egress to and from the Easement Area across the Property for the purpose of constructing, reconstructing, repaving, repairing, renewing, maintaining altering, changing, patrolling, and operating the Easement and associated trail, and the right to bring heavy equipment and vehicles onto the Property and operate the same to accomplish these purposes.

3. Public Use. The Easement and associated trail is for public access and use, and such public use includes pedestrian, bicycle, and other non-motorized wheel-based activities.

4. Vegetation. The Grantee will have the right to cut and/or remove brush, trees, branches, and other vegetation in the Easement Area as required to construct and maintain the Easement and associated trail, or that interferes with the use and/or operation of the Easement and associated trail.

5. Landscaping. The Grantee will have the right to install landscaping within the Easement Area for enhancement of the Easement and associated trail, and to water, fertilize, and otherwise maintain and replant said landscaping.

6. Drainage. The Grantee will have the right to install drainage facilities within the Easement Area and to make cuts and fills as required. Grantee shall be required to provide appropriate stormwater management for the improvements in the Easement Area.

7. Rules; Signs. The Grantee will have the exclusive right to impose rules and regulations concerning the use of the Easement and associated trail and to erect signs and/or fencing for trail purposes within the Easement Area.

8. Restoration. Except for any permanent improvements or modifications to Grantor’s Property as contemplated by this Agreement, upon completion of Grantee’s construction activities, Grantee shall promptly restore any portion of the Grantor’s Property that is affected by Grantee’s activities as near as reasonably possible to its condition prior to construction.

9. Grantor’s Use of Easement Area. The Grantor will not use the Easement Area except in conformance with the rules and regulations established for trail use and shall not erect any buildings, structures, patios, or other construction of any nature on or in the Easement Area, provided that Grantor shall be entitled to cross the Easement Area to access adjacent lands of Grantor in a location or locations as deemed reasonably necessary by Grantor for purposes of connections between its property so long as such crossing does not damage the improved trail or obstruct trail usage.

10. Warranty. The Grantor covenants to the Grantee that Grantor is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey the same and to grant the Easement; that the Easement Area is free and clear of all encumbrances; and that Grantor will forever warrant and defend title to the Easement and the quiet possession of it against the lawful claims and demands of all other persons whomsoever.

11. Indemnification. Grantee agrees to defend, indemnify, and hold the Grantor harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the exercise of Grantee's rights, including without limitation public use as set forth in Section 3 above, under this Agreement, PROVIDED, that in the event of the concurrent negligence of the Parties, Grantee's obligations hereunder shall apply only to the percentage of fault attributable to Grantee. Nothing contained herein is intended to limit either party's immunity under RCW 4.24.200 or RCW 4.24.210.

12. Runs with the Land; Successors and Assigns. The Easement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

13. Governing Law; Venue. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County.

14. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

15. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

16. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

PARCEL 1 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA 07-010, AS RECORDED UNDER AUDITOR'S FILE NO. 200903245001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.,
SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B

TRAIL EASEMENT LEGAL DESCRIPTION

30052400200500

A 20.00 foot wide easement for trail purposes over and across that portion of Parcel 1 of City of Marysville Boundary Line Adjustment No. BLA07-010, filed under Auditor's File Number 200903245001, Records of Snohomish County, Washington, located in the Northwest Quarter of Section 24, Township 30 North, Range 5 East, W.M., the centerline being described as follows:

Commencing at the southwest corner of Parcel 1 of said Boundary Line Adjustment; thence South 88 degrees 39 minutes 17 seconds East, along the south line of said Parcel 1, a distance of 781.89 feet to the true point of beginning of the centerline to be described, said point being the beginning of a 375.00 foot radius curve concave to the southwest, the center of said curve bears North 88 degrees 39 minutes 17 seconds West from said point; thence northerly along said curve passing through a central angle of 26 degrees 47 minutes 20 seconds an arc distance of 175.33 feet; thence North 25 degrees 12 minutes 00 seconds West, tangent to said curve, a distance of 596.57 feet; thence northerly along a 455.00 foot radius tangential curve to the right, passing through a central angle of 22 degrees 52 minutes 00 seconds an arc distance of 181.59 feet; thence northerly along a 375.00 foot radius reverse curve, passing through a central angle of 32 degrees 43 minutes 48 seconds an arc distance of 214.22 feet; thence North 35 degrees 03 minutes 50 seconds West, tangent to said curve, a distance of 339.20 feet; thence northwesterly along a 375 foot radius tangential curve to the left, passing through a central angle of 17 degrees 02 minutes 45 seconds arc distance of 111.56 feet to a point in the west line of said Parcel 1, said point bears South 4 degrees 00 minutes 40 seconds West a distance of 609.78 feet from the northwest corner of Parcel 3 of said Boundary Line Adjustment and said centerline there terminating.

The sidelines of said Trail Easement shall be lengthened or shortened to intersect property lines.

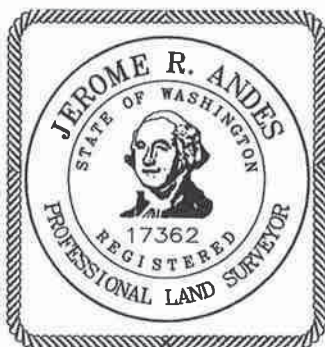
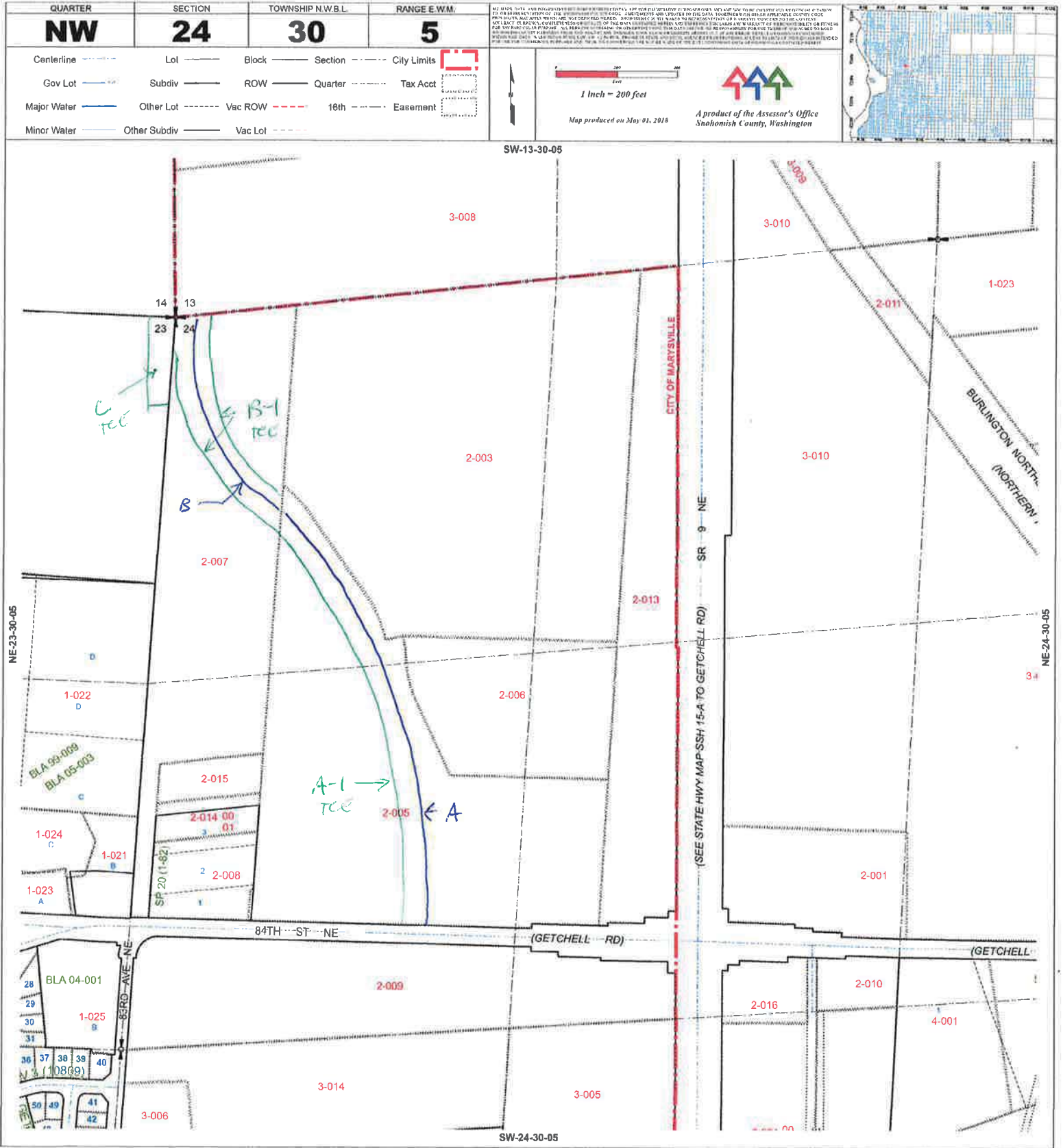


EXHIBIT C DEPICTION



AFTER RECORDING MAIL TO:

City of Marysville
 Legal Department
 1049 State Avenue
 Marysville, WA 98270

Document Title: **Recreational Trail Easement Agreement**
 Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
 Grantee: CITY OF MARYSVILLE
 Abbreviated Legal: PTN OF NW QTR OF SEC 24 TWP 30 N RGE 05 E
 Additional Legal on page: 6
 Assessor's Tax Parcel No(s): 30052400200700

RECREATIONAL TRAIL EASEMENT AGREEMENT

This Recreational Trail Easement Agreement (the "Agreement") is made and entered into as of the date of the last signature below, by and between the Marysville School District No. 25, a municipal corporation of the State of Washington (the "Grantor") and the City of Marysville, a municipal corporation of the State of Washington (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of certain property located in Snohomish County, Washington (TPN 30052400200700), the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the "Property"); and

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in, and upon the Property.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, a

perpetual non-exclusive easement over, under, through, across, in and upon that portion of the Property described in **Exhibit B** to construct, pave, alter, improve, repair, operate, maintain, and allow public use of a public recreational trail, and all appurtenances associated therewith (the “Easement”). The portion of the Property described in **Exhibit B** will be referred to as the “Easement Area”, a depiction of which is attached as **Exhibit C**. The Easement is granted subject to and conditioned upon the terms, conditions, and covenants contained in this Agreement.

2. Access. The Grantee will have the right of ingress and egress to and from the Easement Area across the Property for the purpose of constructing, reconstructing, repaving, repairing, renewing, maintaining altering, changing, patrolling, and operating the Easement and associated trail, and the right to bring heavy equipment and vehicles onto the Property and operate the same to accomplish these purposes.

3. Public Use. The Easement and associated trail is for public access and use, and such public use includes pedestrian, bicycle, and other non-motorized wheel-based activities.

4. Vegetation. The Grantee will have the right to cut and/or remove brush, trees, branches, and other vegetation in the Easement Area as required to construct and maintain the Easement and associated trail, or that interferes with the use and/or operation of the Easement and associated trail.

5. Landscaping. The Grantee will have the right to install landscaping within the Easement Area for enhancement of the Easement and associated trail, and to water, fertilize, and otherwise maintain and replant said landscaping.

6. Drainage. The Grantee will have the right to install drainage facilities within the Easement Area and to make cuts and fills as required. Grantee shall be required to provide appropriate stormwater management for the improvements in the Easement Area.

7. Rules; Signs. The Grantee will have the exclusive right to impose rules and regulations concerning the use of the Easement and associated trail and to erect signs and/or fencing for trail purposes within the Easement Area.

8. Restoration. Except for any permanent improvements or modifications to Grantor’s Property as contemplated by this Agreement, upon completion of Grantee’s construction activities, Grantee shall promptly restore any portion of the Grantor’s Property that is affected by Grantee’s activities as near as reasonably possible to its condition prior to construction.

9. Grantor’s Use of Easement Area. The Grantor will not use the Easement Area except in conformance with the rules and regulations established for trail use and shall not erect any buildings, structures, patios, or other construction of any nature on or in the Easement Area, provided that Grantor shall be entitled to cross the Easement Area to access adjacent lands of Grantor in a location or locations as deemed reasonably necessary by Grantor for purposes of connections between its property so long as such crossing does not damage the improved trail or obstruct trail usage. Notwithstanding the foregoing, Grantee acknowledges that existing improvements on the Property include a gate located in the northwest corner of the Property and that this Easement does not in any manner prohibit, restrict, or otherwise modify continued use,

maintenance, or replacement of that gate or its function to provide access to and from the Property to the property located immediately to the west of the Property.

10. Warranty. The Grantor covenants to the Grantee that Grantor is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey the same and to grant the Easement; that the Easement Area is free and clear of all encumbrances; and that Grantor will forever warrant and defend title to the Easement and the quiet possession of it against the lawful claims and demands of all other persons whomsoever.

11. Indemnification. Grantee agrees to defend, indemnify, and hold the Grantor harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the exercise of Grantee's rights, including without limitation public use as set forth in Section 3 above, under this Agreement, PROVIDED, that in the event of the concurrent negligence of the Parties, Grantee's obligations hereunder shall apply only to the percentage of fault attributable to Grantee. Nothing contained herein is intended to limit either party's immunity under RCW 4.24.200 or RCW 4.24.210.

12. Runs with the Land; Successors and Assigns. The Easement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

13. Governing Law; Venue. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County.

14. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

15. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

16. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M., DESCRIBED AS FOLLOWS:

LOT 4 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER SNOHOMISH COUNTY FILE NO. 9106270337 AND CORRECTED UNDER AUDITOR FILE NO. 9111065006.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TAX PARCEL NO. 30052400200700

EXHIBIT B
TRAIL EASEMENT
LEGAL DESCRIPTION
30052400200700

A 20.00 foot wide easement for trail purposes over and across that portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 30 North, Range 5 East, W.M., the centerline being described as follows:

Commencing at the northwest corner of Parcel 3 of City of Marysville Boundary Line Adjustment No. BLA07-010, filed under Auditor's File Number 200903245001, Records of Snohomish County, Washington, located in the Northwest Quarter of said Section 24; thence South 4 degrees 00 minutes 40 seconds West, along the west line of said Parcel 3, a distance of 609.78 feet to the true point of beginning of the centerline to be described, said point being a point in a 375.00 foot radius curve concave to the southwest, the center of said curve bears South 37 degrees 53 minutes 25 seconds West from said point; thence northwesterly along said curve, passing through a central angle of 0 degrees 24 minutes 58 seconds an arc distance of 2.72 feet; thence North 52 degrees 31 minutes 33 seconds West, tangent to said curve, a distance of 167.83 feet; thence northerly along a 535.65 foot radius tangential curve to the right, passing through a central angle of 50 degrees 44 minutes 33 seconds an arc distance of 474.39 feet; thence North 1 degree 47 minutes 00 seconds West, tangent to said curve, a distance of 55.00 feet to a point in the north line of said Northwest Quarter that bears North 83 degrees 58 minutes 21 seconds East a distance of 10.04 feet from the northwest corner of said Northwest Quarter and said centerline there terminating.

The sidelines of said Trail Easement shall be lengthened or shortened to intersect property lines.

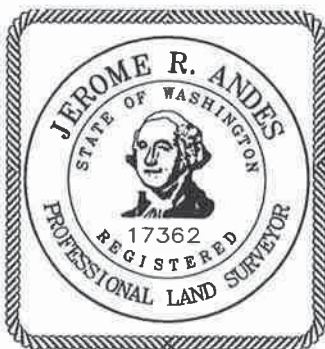
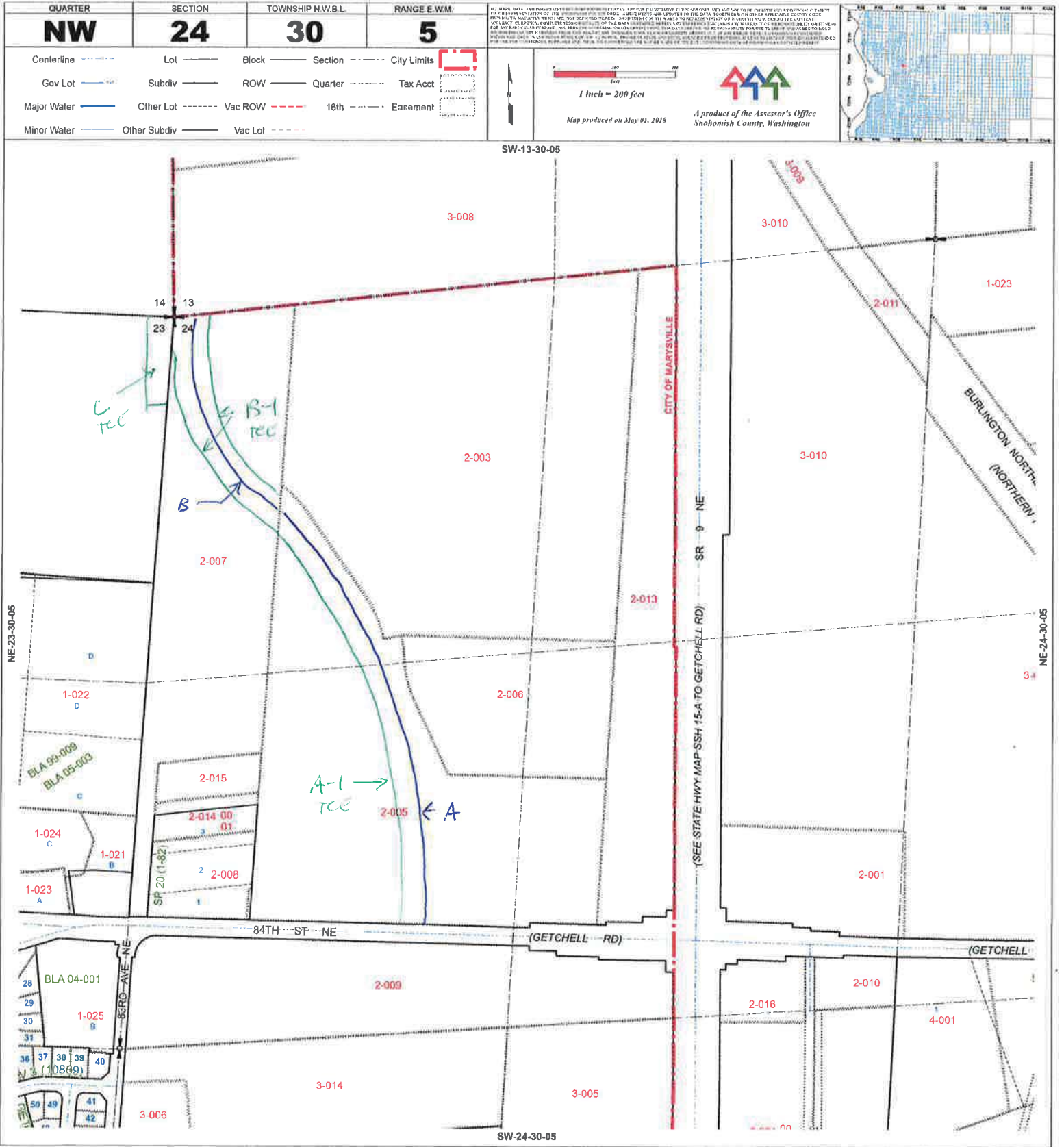


EXHIBIT C DEPICTION



AFTER RECORDING MAIL TO:

City of Marysville
 Legal Department
 1049 State Avenue
 Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
 Grantee: CITY OF MARYSVILLE
 Abbreviated Legal: E ½ OF THE NE ¼ OF SEC 23. TWP 30N, R 5 EAST
 Additional Legal on pages: 4-5 (**Exhibit A**)
 Assessor's Tax Parcel No(s): 30052300100100

In the matter of: Centennial Trail Expansion Project

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, Marysville School District No. 25, a municipal corporation of the State of Washington, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of constructing and installing a recreational trail for public use on adjacent real property until the completion of the construction of this project, and for purposes of removing vegetation that interferes with Grantee's use of the temporary construction easement area, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBIT B** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor(s) harmless from any and all claims and causes of action of every kind and description

which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by or under the direction of the Grantee, its successors and assigns.

Grantee shall, at its sole cost and expense, secure all necessary permits and approvals required for any work, disturbance, or activity authorized hereunder. Without limiting the foregoing and without limiting Grantee's indemnification obligations herein, Grantee shall comply with all industry standards and requirements relating to work in or near critical areas.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project and in no event later than December 31, 2021.

It is understood and agreed that upon completion of construction of said project, the CITY OF MARYSVILLE or its agents shall restore the easement area and any other portion of Grantor's property that may be disturbed as a result of Grantee's work as near as reasonably possible to its condition prior to construction.

The covenants herein shall run with the land and shall be binding on the Grantors, their heirs, successors and assigns for the term of this agreement.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement on the last date written below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
(PROPERTY LEGAL DESCRIPTION)

LOT D, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200506155004, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, THENCE SOUTH 04°00'22" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 880 FEET, THENCE NORTH 85°59'38" WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 495 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 85°59'38" EAST, A DISTANCE OF 495 FEET TO SAID EAST LINE, THENCE SOUTH 04°00'22" WEST, ALONG SAID EAST LINE, A DISTANCE OF 770 FEET, THENCE NORTH 85°59'38" WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 435 FEET, THENCE SOUTH 04°00'22" WEST, PARALLEL WITH SAID EAST LINE, TO THE NORTH RIGHT-OF-WAY LINE OF GETCHELL HILL ROAD, THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO A LINE THAT BEARS SOUTH 04°00'22" WEST FROM THE TRUE POINT OF BEGINNING, THENCE NORTH 04°00'22" EAST, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MARYSVILLE FOR ROAD RIGHT-OF-WAY RECORDED UNDER RECORDING NO. 200903100890 AND 20093100891, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

INCLUDING:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M.

THENCE SOUTH 53 1/3 RODS;

THENCE WEST 60 RODS;

THENCE NORTH 53 1/3 RODS;

THENCE EAST 60 RODS TO THE TRUE POINT OF BEGINNING.

LESS THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M.

THENCE SOUTH 04°00'46" WEST ALONG THE EAST LINE THEREOF FOR 880.00 FEET;

THENCE NORTH 87°32'42" WEST, BEING PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER FOR 990.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°04'46" EAST FOR 72.34 FEET TO AN EXISTING FENCE LINE;

THENCE SOUTH 88°52'09" EAST ALONG AN EXISTING FENCE LINE FOR 67.58 FEET;

THENCE SOUTH 87°36'56" EAST ALONG AN EXISTING FENCE LINE FOR 86.59 FEET;

THENCE SOUTH 88°20'55" EAST ALONG AN EXISTING FENCE LINE FOR 205.80 FEET;

THENCE SOUTH 88°15'50" EAST ALONG AN EXISTING FENCE LINE FOR 85.75 FEET;

THENCE SOUTH 01°49'05" EAST ALONG AN EXISTING FENCE LINE FOR 58.89 FEET;

THENCE SOUTH 80°02'48" EAST ALONG AN EXISTING FENCE LINE FOR 43.71 FEET;

THENCE SOUTH 04°00'46" WEST ALONG AN EXISTING FENCE LINE FOR 13.52 FEET TO A LINE THAT BEARS SOUTH 87°32'42" WEST ALONG SAID LINE FOR 495.00 FEET TO THE TRUE POINT OF BEGINNING.

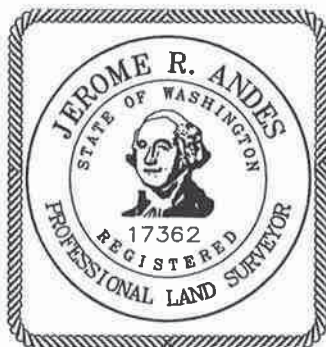
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

30052300100100

The North 100.00 feet of the East 10.00 feet, as measured perpendicular to and parallel with the north and east lines of the Northeast Quarter of the Northeast Quarter of Section 23, Township 30 North, Range 5 East, W.M.



AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
1049 State Avenue
Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN OF SEC 24 TWP 30 RGE 05 NW QTR
Additional Legal on page: 4 (**Exhibit A**)
Assessor’s Tax Parcel No(s): 30052400200500

In the matter of: Centennial Trail Expansion Project

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, Marysville School District No. 25, a municipal corporation of the State of Washington, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of constructing and installing a recreational trail for public use on adjacent real property until the completion of the construction of this project, and for purposes of removing vegetation that interferes with Grantee’s use of the temporary construction easement area, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBIT B** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor(s) harmless from any and all claims and causes of action of every kind and description

which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by or under the direction of the Grantee, its successors and assigns.

Grantee shall, at its sole cost and expense, secure all necessary permits and approvals required for any work, disturbance, or activity authorized hereunder. Without limiting the foregoing and without limiting Grantee's indemnification obligations herein, Grantee shall comply with all industry standards and requirements relating to work in or near critical areas.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project and in no event later than December 31, 2021.

It is understood and agreed that upon completion of construction of said project, the CITY OF MARYSVILLE or its agents shall restore the easement area and any other portion of Grantor's property that may be disturbed as a result of Grantee's work as near as reasonably possible to its condition prior to construction.

The covenants herein shall run with the land and shall be binding on the Grantors, their heirs, successors and assigns for the term of this agreement.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement on the last date written below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
(PROPERTY LEGAL DESCRIPTION)

PARCEL 1 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA 07-010, AS RECORDED UNDER AUDITOR'S FILE NO. 200903245001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.,

SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

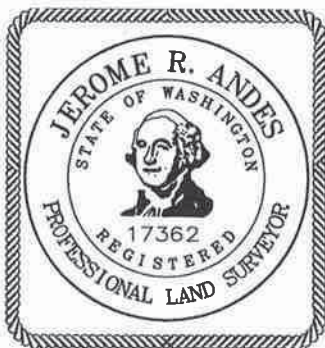
EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION 30052400200500

A 10.00 foot wide Temporary Construction Easement over and across that portion of Parcel 1 of City of Marysville Boundary Line Adjustment No. BLA07-010, filed under Auditor's File Number 200903245001, Records of Snohomish County, Washington, located in the Northwest Quarter of Section 24, Township 30 North, Range 5 East, W.M., lying between parallel or concentric lines that are 10.00 feet westerly and 20.00 feet westerly of the following described line:

Commencing at the southwest corner of Parcel 1 of said Boundary Line Adjustment; thence South 88 degrees 39 minutes 17 seconds East, along the south line of said Parcel 1, a distance of 781.89 feet to the true point of beginning of the line to be described, said point being the beginning of a 375.00 foot radius curve concave to the southwest, the center of said curve bears North 88 degrees 39 minutes 17 seconds West from said point; thence northerly along said curve passing through a central angle of 26 degrees 47 minutes 20 seconds an arc distance of 175.33 feet; thence North 25 degrees 12 minutes 00 seconds West, tangent to said curve, a distance of 596.57 feet; thence northerly along a 455.00 foot radius tangential curve to the right, passing through a central angle of 22 degrees 52 minutes 00 seconds an arc distance of 181.59 feet; thence northerly along a 375.00 foot radius reverse curve, passing through a central angle of 32 degrees 43 minutes 48 seconds an arc distance of 214.22 feet; thence North 35 degrees 03 minutes 50 seconds West, tangent to said curve, a distance of 339.20 feet; thence northwesterly along a 375 foot radius tangential curve to the left, passing through a central angle of 17 degrees 02 minutes 45 seconds arc distance of 111.56 feet to a point in the west line of said Parcel 1, said point bears South 4 degrees 00 minutes 40 seconds West a distance of 609.78 feet from the northwest corner of Parcel 3 of said Boundary Line Adjustment and said line there terminating.

The sidelines of said Temporary Construction Easement shall be lengthened or shortened to intersect property lines.



AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
1049 State Avenue
Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN OF NW QTR OF SEC 24 TWP 30 N RGE 05 E
Additional Legal on page: 4 (**Exhibit A**)
Assessor’s Tax Parcel No(s): 30052400200700

In the matter of: Centennial Trail Expansion Project

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, Marysville School District No. 25, a municipal corporation of the State of Washington, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of constructing and installing a recreational trail for public use on adjacent real property until the completion of the construction of this project, and for purposes of removing vegetation that interferes with Grantee’s use of the temporary construction easement area, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBIT B** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor(s) harmless from any and all claims and causes of action of every kind and description

which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by or under the direction of the Grantee, its successors and assigns.

Grantee shall, at its sole cost and expense, secure all necessary permits and approvals required for any work, disturbance, or activity authorized hereunder. Without limiting the foregoing and without limiting Grantee's indemnification obligations herein, Grantee shall comply with all industry standards and requirements relating to work in or near critical areas.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project and in no event later than December 31, 2021.

It is understood and agreed that upon completion of construction of said project, the CITY OF MARYSVILLE or its agents shall restore the easement area and any other portion of Grantor's property that may be disturbed as a result of Grantee's work as near as reasonably possible to its condition prior to construction.

The covenants herein shall run with the land and shall be binding on the Grantors, their heirs, successors and assigns for the term of this agreement.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement on the last date written below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
(PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M., DESCRIBED AS
FOLLOWS:

LOT 4 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER
SNOHOMISH COUNTY FILE NO. 9106270337 AND CORRECTED UNDER
AUDITOR FILE NO. 9111065006.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
TAX PARCEL NO. 30052400200700.

EXHIBIT B

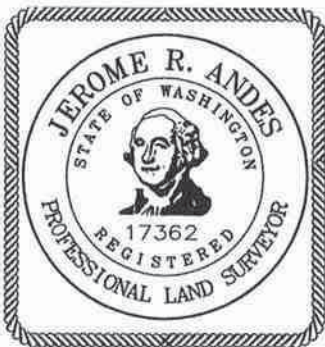
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

30052400200700

10.00 foot wide Temporary Construction Easements over and across that portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 30 North, Range 5 East, W.M., lying between parallel or concentric lines that are 10.00 feet easterly and 20.00 feet easterly AND 10.00 feet westerly and 20.00 feet westerly of the following described line:

Commencing at the northwest corner of Parcel 3 of City of Marysville Boundary Line Adjustment No. BLA07-010, filed under Auditor's File Number 200903245001, Records of Snohomish County, Washington, located in the Northwest Quarter of said Section 24; thence South 4 degrees 00 minutes 40 seconds West, along the west line of said Parcel 3, a distance of 609.78 feet to the true point of beginning of the centerline to be described, said point being a point in a 375.00 foot radius curve concave to the southwest, the center of said curve bears South 37 degrees 53 minutes 25 seconds West from said point; thence northwesterly along said curve, passing through a central angle of 0 degrees 24 minutes 58 seconds an arc distance of 2.72 feet; thence North 52 degrees 31 minutes 33 seconds West, tangent to said curve, a distance of 167.83 feet; thence northerly along a 535.65 foot radius tangential curve to the right, passing through a central angle of 50 degrees 44 minutes 33 seconds an arc distance of 474.39 feet; thence North 1 degree 47 minutes 00 seconds West, tangent to said curve, a distance of 55.00 feet to a point in the north line of said Northwest Quarter that bears North 83 degrees 58 minutes 21 seconds East a distance of 10.04 feet from the northwest corner of said Northwest Quarter and said centerline there terminating.

The sidelines of said Temporary Construction Easement shall be lengthened or shortened to intersect property lines.



Index #21

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/14/2020

AGENDA ITEM:	
A RESOLUTION OF THE CITY OF MARYSVILLE AMENDING THE POLICY FOR THE INVESTMENT OF CITY FUNDS AND RESINDING RESOLUTION 2456	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
GPA Memo Resolution Investment Policy	
BUDGET CODE:	AMOUNT:
N/A	
SUMMARY:	

The Investment Policy is reviewed annually with the city’s financial advisors and suggestions are made to keep current with changes by the State, accounting principles, and governmental association guidelines. Based upon the latest review the following changes are purposed:

Section 5.2 Prudence – add suggested Washington Public Treasurers Association (WPTA) language regarding responsibility

Section 8.2 Suitable Investments – update commercial paper language to follow WA State Investment Board policy to provide further clarification

Section 10.2 Performance Standards – update per WPTA recommendation to add clarification related to benchmarks and performance

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor or sign resolution to amending the Investment Policy</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign Resolution _____</p>

MEMO

To: Sandy Langdon and Jan Berg, City of Marysville
 From: Deanne Woodring and Whitney Maher
 Date: July 15, 2020
 Re: Investment Policy Review and Update 2020

It is a best practice to periodically review and update the City of Marysville Investment Policy. The policy was updated and approved in November 2018 to reflect recent Washington State statute updates. GPA has a client who recently went through approval of their policy through WPTA, which made some great suggestions to update policy. We have reviewed the City's policy to include the same suggestions from WPTA and outlined them below:

New language is shown in *italics* below:

Section 5.2 Prudence - Add suggested WPTA language:

The Finance Director and authorized investment officers and employees who act in accordance with the Finance Director's written procedures and the City's Investment Policy, and who exercise due diligence, shall be relieved of personal responsibility for the credit risk or market price change of an investment, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Section 8.2 - Update commercial paper language to follow Washington State Investment Board policy to provide further clarification:

Original Language:

Commercial Paper: Unsecured debt obligations of corporate issuers that are rated at least A1+ by S&P, P1 by Moody's or F1+ by Fitch. Must be rated by two NRSROs at the time of purchase. Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating at the time of purchase with a minimum rating of AA- by S&P, Aa3 by Moody's or AA- by Fitch. Issuer constraints for commercial paper combined with corporate notes will be limited to 3% of market value per issuer.

Updated Language:

Commercial Paper: Unsecured debt obligations of corporate issuers that are rated at least A1+ by S&P, P1 by Moody's and F1+ by Fitch. Must be rated by two NRSROs at the time of purchase. *If the commercial paper is rated by more than two NRSROs, it must have the highest rating from all of them.* Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating of AA- from S&P, or Aa3 from Moody's or AA- from Fitch.

Section 10.2 Performance Standards - Update section per WPTA recommendation to add more clarification related to benchmarks and performance:

Original Language:

The investment portfolio will be designed to obtain a market average rate of return during economic cycles, taking into account investment risk constraints and cash flow needs. A market benchmark will be established to compare risk and return of each investment portfolio identified within each tier.

The earnings benchmark will be the Local Government Investment Pool and an appropriate yield comparison.

New Language:

The portfolio shall be managed to obtain a fair rate of return and earnings rate that incorporates the primary objectives of protecting the District's capital and assuring adequate liquidity to meet cash flow needs.

The investment portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum duration (average maturity) and will have the objective to achieve market rates of returns over long investment horizons. The purpose of a benchmark is to appropriately manage the risk in the portfolio through interest rate cycles. The investment portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be the US treasury 0-3 year index or US treasury 0-5 year index and comparisons will be calculated monthly and reported quarterly.

The liquidity component yield will be compared quarterly to the LGIP average yield.

POLICY NUMBER: 2.05.500**EFFECTIVE DATE:** 9/15/16

TITLE: Commercial Paper and Corporate
Notes Investment Policy For the
State Treasurer, Local
Governments, and Higher Education
Institutions

SUPERSEDES: 9/17/15**BOARD ADOPTION:** 9/15/16**APPROVED:** **PURPOSE**

Revised Code of Washington (RCW) 43.84.080, RCW 39.59.040, and RCW 28B.10.928 authorize the State Treasurer, local governments in the state of Washington, and Washington institutions of higher education to invest in commercial paper and corporate notes purchased on the secondary markets provided they adhere to the investment policies and procedures adopted by the Washington State Investment Board (WSIB).

In accordance with those statutes, this policy establishes guidelines enabling the State Treasurer, local governments, and institutions of higher education to invest in commercial paper and corporate notes purchased on the secondary markets.

POLICY

This policy refers to four portfolios: (1) the commercial paper portfolio; (2) the corporate notes portfolio; (3) the credit portfolio, a subset of the total portfolio that contains the commercial paper and corporate notes portfolios combined; and (4) the total portfolio, which includes all money market and fixed income securities.

Investors without the expertise to make the investment decisions addressed in this policy should obtain independent expert financial advice.

Commercial Paper Portfolio Guidelines

The policy guidelines with respect to investment in commercial paper are as follows:

1. Commercial paper must be rated with the highest short-term credit rating category of any two major Nationally Recognized Statistical Ratings Organizations (NRSROs) at the time of purchase. If the commercial paper is rated by more than two major NRSROs, it must have the highest rating from all of them.
2. Commercial paper holdings may not have maturities exceeding 270 days.
3. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term senior unsecured credit rating at the time of purchase in one of the three highest rating categories of an NRSRO.
4. The percentage of commercial paper that may be purchased from any single issuer is 3 percent of the assets of the total portfolio.
5. Commercial paper must be purchased in the secondary market and not directly from the issuers.

Corporate Notes Portfolio Guidelines

The policy guidelines with respect to investment in corporate notes are as follows:

1. Corporate notes are defined as debt securities issued by corporations.

2. Corporate notes must be rated at least weak single-A or better by all of the major rating agencies that rate the note at the time of purchase for inclusion in the corporate note portfolio.
3. Corporate notes must meet the following maturity and duration limits:
 - a. The maturity of the corporate notes shall be 5.5 years or less at the time of purchase.
 - b. The maximum duration of the corporate note portfolio shall not exceed 3 years.
4. No corporate fixed-income issue may exceed 3 percent of the cost or 6 percent of the market value of the assets of the total portfolio.
5. The percentage of corporate notes that may be purchased from any single issuer rated AA or better by all major rating agencies that rate the note is 3 percent of the assets of the total portfolio.
6. The percentage of corporate notes that may be purchased from any single issuer rated in the broad single-A category from all the major rating agencies that rate the security, is 2 percent of the total portfolio.
7. Corporate notes must be purchased on the secondary market and not directly from the issuers.
8. Securities rated in the broad single-A category with a negative outlook may not be purchased. Portfolio holdings of corporate notes downgraded to below single A and portfolio holdings of securities rated single A with their outlooks changed to negative may continue to be held. No additional purchases are permitted.

Credit Portfolio Guidelines

The commercial paper and corporate notes portfolios together are known as the credit portfolio. The policy guidelines with respect to the credit portfolio are as follows:

1. The credit portfolio shall not exceed 25 percent by market value of all assets of the total portfolio.
2. The credit portfolio must be diversified by sector and industry.
3. Portfolio managers must routinely monitor the ratings and credit quality of the issuers of the commercial paper and corporate notes that they are purchasing. Appropriate personnel should be notified of any credit rating downgrades of issuers of any commercial paper and corporate notes in their portfolios.
4. Credit risk, interest rate risk, and reinvestment risk must all be managed.

Total Portfolio Guidelines

The policy guidelines with respect to the total portfolio concentration limits are as follows:

1. The following are not permissible investments:
 - a. Securities issued in currencies other than the U.S. dollar.
 - b. Derivatives.
 - c. Loans.
2. No single credit issuer shall exceed 3 percent of the total portfolio's market value.
3. The individual country limit of non-U.S. and non-Canadian exposure is 2 percent of the total portfolio. The exposure is determined by the country of domicile of the issuers of portfolio securities.

ROLES AND RESPONSIBILITIES

Washington State Investment Board

The Board is responsible for approving the Commercial Paper and Corporate Notes Investment Policy for the State Treasurer, Local Governments, and Higher Education Institutions.

Public Markets Committee

The Committee is responsible for reviewing and recommending the policy to the Board.

WSIB Staff

Staff is responsible for recommending investment policy enhancements and changes to the Public Markets Committee.

State and Local Government Staff and Higher Education Institution Staff

State and local government staff and higher education institution staff are responsible for obtaining any necessary independent expert financial advice related to investments covered by this policy and are responsible for implementing the policy as well as following best practices in accounting and reporting.

POLICY REVIEW

The Board shall review this policy at least once every three (3) years to ensure that it remains relevant and appropriate.

Policy Adopted 3/16/95
Revised 2/18/99
Revised 10/25/01, Supersedes WSIB Policy 2.15.101
Reviewed 7/20/06
Reviewed 4/16/09
Reviewed 6/21/12
Revised 9/17/15
Revised 9/15/16

[DRAFT] CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE AMENDING THE POLICY FOR
THE INVESTMENT OF CITY FUNDS AND RESINDING RESOLUTION 2456

WHEREAS, the City Council adopted an investment policy that sets forth guidelines for the investment of all funds of the City, and

WHEREAS, this investment policy should reflect the Council’s intent that all funds are invested in a manner that ensures the security of the principal while meeting the daily cash flow demands of the City and the highest investment return, in conformance with federal, state, and other legal requirements, and

WHEREAS, the Marysville City Treasurer (Director of Finance) has recommended an investment policy that is consistent with the Council’s direction, and

WHEREAS, this investment policy has been written in accordance with the Government Finance Officers Association (GFOA) best practices, and

WHEREAS, the Marysville City Treasurer may from time to time recommend changes to the investment policy, and

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

Section 1. The policy for the investment of City funds set forth in the document entitled “City of Marysville Investment Policy,” which is attached hereto and incorporated herein by this reference as if set forth in full, is hereby adopted as official policy for the investment of the City funds.

Section 2. That the adoption of the document entitled City of Marysville Investment Policy, replaces all previous City of Marysville Investment Policies.

PASSED by the City Council and APPROVED by the Mayor this ___ day of _____, 2020.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MARYSVILLE INVESTMENT POLICY
ADOPTED ~~NOVEMBER 26, 2018~~ SEPTEMBER 14, 2020

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Policy Statement

This policy establishes standards and guidelines for the direction, management and oversight for all of the City of Marysville’s investable cash and funds. Funds must be invested prudently to assure preservation of principal, provide needed liquidity for daily cash requirements, and provide a market rate of return. All investments must conform to federal, state, and local statutes governing the investment of public funds.

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1.0 INTRODUCTION

This Investment Policy defines the parameters within which funds are to be invested by the City of Marysville ("City"). This policy also formalizes the framework, of the City's Policy and Procedures to provide the authority and constraints for the City to maintain an effective and judicious management of funds within the scope of this policy.

These policies are intended to be broad enough to allow the Finance Director or authorized designee to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

2.0 GOVERNING AUTHORITY

The City of Marysville's investment authority is derived from Chapter 35A.40.050 RCW. The investment program shall be operated in conformance with Washington Revised Statutes and applicable Federal Law. All funds within the scope of this policy are subject to regulations established by the State of Washington.

3.0 SCOPE

This policy applies to activities of the City of Marysville with regard to investing the financial assets of the City. The amount of funds expected to fall within the scope of this policy is \$35MM to \$60MM, including all funds under the control and management of the City of Marysville.

1. General Funds
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Projects Funds
5. Special Assessment Funds
6. Enterprise Funds
7. Internal Service Funds
8. Trust and Agency Funds

This investment policy applies to all investment transactions involving the financial assets and related activity of all the foregoing funds.

4.0 OBJECTIVES

All funds will be invested in a manner that is in conformance with federal, state and other legal requirements. In addition, the objectives, in order of priority, of the investment activities will be as follows:

4.1 Safety: Safety of principal is the primary objective of the City. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, funds will be diversified, utilizing highly rated securities, by investing among a variety of securities and financial institutions. The investment portfolio will be invested in a manner that meets RCW statutes and all legal requirements of the City.

4.2 Liquidity: The investment portfolio will provide liquidity sufficient to enable the City to meet all cash requirements that might reasonably be anticipated. Therefore, the investments shall be managed to maintain a balance to meet daily obligations.

4.3 Return on Investment: The investment portfolio will be structured with the objective of attaining a market rate of return throughout economic cycles, commensurate with the investment risk parameters and the cash flow characteristics of the portfolio.

5.0 STANDARDS OF CARE

5.1 Delegation of Authority:

Governing Body: The ultimate responsibility and authority for the investment of City funds resides with the City Council who have the authority to direct the management of the City investment program.

Authority: The overall management responsibility for the investment program is hereby delegated to the Finance Director, or designee, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Investment Advisor: The City may engage the services of an external investment adviser to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such advisers shall provide recommendation and advice regarding the City investment program including but not limited to advice related to the purchase and sale of investments in accordance with this Investment Policy.

5.2 Prudence:

The standard of prudence to be used by the Finance Director or any designees in the context of managing the overall portfolio is the prudent person rule which states: *Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs* not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income as well as the probable safety of the capital.

[The Finance Director and authorized investment officers and employees who act in accordance with the Finance Director's written procedures and the City's Investment Policy, and who exercise due diligence, shall be relieved of personal responsibility for the credit risk or market price change of an investment, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.](#)

5.3 Ethics:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Finance Director in writing any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Marysville, particularly with regard to the time of purchases and sales.

6.0 SAFEKEEPING, CUSTODY AND CONTROLS

6.1 Delivery vs. Payment:

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

6.2 Third Party Safekeeping:

Prudent treasury management requires that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by the City, an independent third-party financial institution, or the City's designated depository.

The City's Finance Director shall designate all safekeeping arrangements and an agreement of the terms executed in writing. The third-party custodian shall be required to provide a statement to the City listing at a minimum each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number.

All collateral securities pledged to the City for certificates of deposit or demand shall be held in a segregated account at the issuing financial institution that is reporting to the State's Public Deposit Protection Commission (PDPC).

6.3 Internal Controls:

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities of marketable securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Staff training and
- Review, maintenance and monitoring of security procedures both manual and automated.

7.0 AUTHORIZED FINANCIAL DEALERS

7.1 Broker/Dealers:

The Finance Director shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with the City for investment purposes.

The Finance Director or designee may utilize the investment advisor's approved broker/dealer list in lieu of the City's own approved list. The advisor must submit the approved list to the City annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures include:

- a. FINRA Certification check:
 - i. Firm Profile
 - ii. Firm History
 - iii. Firm Operations
 - iv. Disclosures of arbitration awards, disciplinary and regulatory events
 - v. State Registration Verification
- b. Financial review of acceptable FINRA capital or letter of credit for clearing settlements.

The advisor may be authorized through the contracted agreement to open accounts on behalf of the City with the broker/dealers on the approved broker dealer list. The City will receive documentation directly from the brokers for account verification and regulatory requirements.

7.2 Investment Advisers:

Advisers must be registered under the Investment Advisers Act of 1940 and must act in a non-discretionary capacity, requiring approval from the City prior to all transactions.

7.3 Bank Institutions:

The City will only place funds, exceeding the current FDIC insurance limits, with banks who are currently participating in the Washington State PDPC program. Compliance/listing with the PDPC will be verified by the Adviser or designated investment officer utilizing the Washington State Treasurer's website (<http://www.tre.wa.gov/government/pdpc.shtml>).

7.4 Competitive Transactions:

Transactions must be executed on a competitive basis and documented, excluding securities and interfund loans issued by the City of Marysville. Competitive prices should be provided from at least three separate brokers, financial institutions or through a nationally electronic trading platform. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price. If an Adviser handles trade executions then they must provide the competitive documentation as requested.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

8.1 Authorized Investments:

All investments of the City are limited by RCW, principally RCW 35A.40.050 and 39.59.020.

This policy recognizes S&P, Moody's and Fitch as the major Nationally Recognized Statistical Ratings Organizations (NRSRO).

In the case of split ratings, where the major NRSROs issue different ratings, the higher rating shall apply. Minimum credit ratings and percentage limitations apply to the time of purchase.

All securities must be purchased on the secondary market and may not be purchased directly from the issuer.

8.2 Suitable Investments:

The City is empowered to invest in the following types of securities:

U. S Treasury Obligations: Direct obligations of the United States Treasury.

US Agency Obligations - Primary: Government Sponsored Enterprises (GSEs) – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Banks (FHLB), and the Federal Farm Credit Bureau (FFCB).

US Agency Obligations - Secondary: Other US government sponsored enterprises that are less marketable are considered secondary GSEs. They include, but are not limited to: Private Export Funding Corporation (PEFCO), Tennessee Valley Authority (TVA), Financing Corporation (FICO) and Federal Agricultural Mortgage Corporation, (Farmer Mac).

Municipal Debt Obligations: General Obligation and Revenue bonds in any local government in the State of Washington and General Obligation bonds only on government issuers outside the State of Washington. At the time of investment the bonds must have at a minimum rating of AA- from S&P, Aa3 from Moody's or AA- from Fitch. Debt of the City of Marysville is not required to be rated.

Commercial Paper: Unsecured debt obligations of corporate issuers that are rated at least A1+ by S&P, P1 by Moody's or F1+ by Fitch. Must be rated by two NRSROs at the time of purchase. [If the commercial paper is rated by more than two NRSROs, it must have the highest rating from all of them.](#) Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating at the time of purchase with a minimum rating of AA- by S&P, Aa3 by

Moody's or AA- by Fitch. Issuer constraints for commercial paper combined with corporate notes will be limited to 3% of market value per issuer.

Certificates of Deposit: Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.

Time deposits and Savings Accounts issued by banks: Deposits in PDPC approved banks.

Banker's Acceptance: Bankers' acceptances generally are created based on a letter of credit issued in a foreign trade transaction. They are used to finance the shipment of some specific goods within the United States. They are issued by qualified financial institutions.

Local Government Investment Pool: Investment Pool managed by the Washington State Treasury office.

8.3 Bank Collateralization:

The PDPC makes and enforces regulations and administers a program to ensure public funds deposited in banks and thrifts are protected if a financial institution becomes insolvent. The PDPC approves which banks and thrifts can hold state and local government deposits and monitors collateral pledged to secure uninsured public deposits. Under the act, all public treasurers and other custodians of public funds are relieved of the responsibility of executing tri-party agreements, reviewing pledged securities, and authorizing additions, withdrawals, and exchanges of collateral.

9.0 INVESTMENT PARAMETERS

9.1 Diversification:

The City will diversify the investment of all funds by adhering to the constraints by issuer type in accordance with the following table:

Table of Constraints on the Portfolio

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P	Ratings Moody's	Ratings Fitch
US Treasury Obligations	100%	None	N/A	N/A	N/A
US Agency Primary Securities FHLB, FNMA, FHLMC, FFCB	100%	35%	N/A	N/A	N/A
US Agency Secondary Securities FICO, FARMER MAC etc.	10%	5%	AA-	Aa3	AA-
Municipal Bonds	30%	5%	AA-	Aa3	AA-
City of Marysville Debt	10%	N/A	-	-	-
Commercial Paper	15%	3%	A1+ Long Term AA-	P1 Long Term Aa3	F1+ Long Term AA-
Certificates of Deposit	25%	10%	Deposits in PDPC approved banks	Deposits in PDPC approved banks	Deposits in PDPC approved banks
Bank Time Deposits/Savings	30%	30%	Deposits in PDPC approved banks	Deposits in PDPC approved banks	Deposits in PDPC approved banks
Banker's Acceptance	20%	5%	N/A	N/A	N/A
State LGIP	100%	None	N/A	N/A	N/A

9.2 Investment Maturity:

9.2.1 Liquidity Funds – Tier 1 - Short Term

Liquidity funds will be defined as those funds that are in the State LGIP City, bank deposits, bank certificates of deposits or money market instruments and will be available for immediate use.

9.2.2 Investment Core Funds – Tier 2 – Longer Term

Investment funds will be defined as the funds in excess of liquidity requirements and invested in authorized investments. The investments in this portion of the portfolio are allowed to have maturities out to 5 Years and will be only invested in higher quality and liquid (marketable) securities.

Reserve or Capital Improvement Project monies may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

9.2.3 Total Portfolio Maturity Constraints

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5 years	100%
Maturity Constraints	Maximum of Total Portfolio in Years
Weighted Average Maturity	2.00
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

9.3 Strategic Allocations:

9.3.1 Funds and their Allocation

- a. Liquidity fund for the operating account will be allocated to LGIP, CD's, Bank Deposits, Bankers Acceptances, and Commercial Paper
- b. The structure of the investment core fund will be targeted to a selected market benchmark based on the risk and return objectives of the portfolio.
- c. Longer term funds trust funds will have an identified market benchmark to manage risk and return.

9.3.2 Monitoring and Portfolio Adjustment: As a general practice securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

- a. A security with a declining credit may be sold early to protect the principal value of the portfolio.
- b. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio.
- c. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions.
- d. A sell of a security to provide for unforeseen liquidity needs.

9.4 Prohibited Investments:

9.4.1 The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.

9.4.2 The City shall not invest in mortgage-backed securities.

10.0 REPORTING REQUIREMENTS

10.1 Reporting:

The Finance Director shall be responsible for investment reporting. At a minimum, monthly reporting shall be made to the Finance Committee including but not limited to securities holdings, cash balances, and market values in the investment portfolio will be provided on the month-end reports.

Specific Requirements:

- Book Yield
- Holdings Report including mark to market and security description
- Transactions Report
- Weighted Average Maturity or Duration

10.2 Performance Standards:

The portfolio shall be managed to obtain a fair rate of return and earnings rate that incorporates the primary objectives of protecting the District's capital and assuring adequate liquidity to meet cash flow needs.

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The investment portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum duration (average maturity) and will have the objective to achieve market rates of returns over long investment horizons. The purpose of a benchmark is to appropriately manage the risk in the portfolio through interest rate cycles. The investment portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be the US treasury 0-3 year index or US treasury 0-5 year index and comparisons will be calculated monthly and reported quarterly.

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The liquidity component yield will be compared quarterly to the LGIP average yield. The investment portfolio will be designed to obtain a market average rate of return during economic cycles, taking into account investment risk constraints and cash flow needs. A market benchmark will be established to compare risk and return of each investment portfolio identified within each tier.

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The earnings benchmark will be the Local Government Investment Pool and an appropriate yield comparison.

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10.3 Compliance Report

A compliance report will be generated quarterly comparing the portfolio positions to this investment policy.

11.0 INVESTMENT POLICY ADOPTION

The City's Investment Policy shall be adopted by the City Council and reviewed by the Council Finance Committee as needed but not less than every three years.

Adopted by Marysville City Council, November 26, 2018

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12.0 GLOSSARY OF TERMS

Agency Securities: Government sponsored enterprises of the US Government.

Bankers Acceptances: A time draft accepted (endorsed) by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. BAs are short-term non-interest-bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. See Debenture.

Broker: An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by corporations.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Dealer: An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

Debenture: Unsecured debt backed only by the integrity of the borrower, not by collateral, and documented by an agreement called an indenture.

Delivery: Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities.

Duration: A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.

Full Faith and Credit: Indicator that the unconditional guarantee of the United States government backs the repayment of a debt.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "governments."

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Investment Funds: Core funds are defined as operating fund balance, which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the District.

LGIP: Local Government Investment Pool run by the State of Washington Treasurer's office established to help cities with short term investments.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state, its agencies, by cities or other municipal entities. The interest on "munis" is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency's taxation powers.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

Portfolio: A collection of securities held by an individual or institution.

Prudent Person Rule: A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

Quotation or Quote: A bid to buy or the lowest offer to sell a security in any market at a particular time.

Repurchase Agreement: Range in maturity from overnight to fixed time to open end. Repos involve a simultaneous sale of securities by a bank or government securities dealer to an investor with an agreement for the bank or government securities dealer to repurchase the securities at a fixed date at a specified rate of interest.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.


Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

Index #22

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
An Ordinance to consider amendments to MMC 22A.020.180 related to the definition of Qualified Scientific Professionals.	
PREPARED BY:	DIRECTOR APPROVAL:
Angela Gemmer, Senior Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
PC Recommendation dated 6/9/2020 PC Minutes dated 3/10/2020 and 6/9/2020 Adopting Ordinance	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Planning Commission (PC) held a public hearing on June 9, 2020 to review proposed amendments to Marysville Municipal Code Title 22, *Unified Development Code* specifically Section 22A.020.180, “Q” definitions – *Qualified Scientific Professional*. The current qualified scientific professional definition too loosely defines what constitutes a wetland professional which has resulted in the submittal of critical areas reports by professionals who are not always qualified to assess critical areas. The qualified scientific professional definition also does not adequately distinguish the credentials needed by fish and habitat professionals from those needed by wetland professionals. The proposed amendment is both to strengthen the requirements for qualified scientific professionals resulting in submittal of higher quality reports, and to differentiate the qualifications needed for wetland professionals from the qualifications needed for fish and fish habitat/stream professionals.

The PC received testimony from staff and interested parties at the public hearing following public notice. The PC made a motion to recommend the proposed amendments to City Council for adoption by ordinance.

RECOMMENDED ACTION:

Staff recommends that City Council affirm the Planning Commission’s recommendation and adopt the Qualified Scientific Professional Definition Amendment by Ordinance.

RECOMMENDED MOTION:

I move to adopt the Qualified Scientific Professional Definition Amendment by Ordinance, and authorize the Mayor to sign said Ordinance.



MARYSVILLE
COMMUNITY
DEVELOPMENT

PC Recommendation – Qualified Scientific Professionals Definition Amendment

The Planning Commission (PC) of the City of Marysville, having held a public hearing on June 9, 2020 in review of NON-PROJECT action amendments of the Marysville Municipal Code, proposing amendments to Section 22A.020.180, "Q" definitions. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

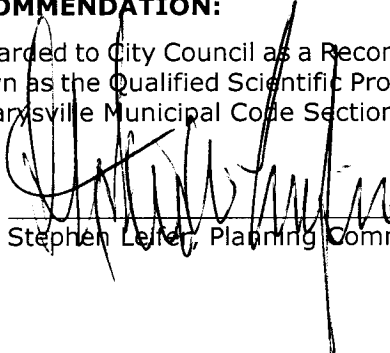
1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Qualified Scientific Professionals Definition Code Amendment to the community on March 10, 2020.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on March 17, 2020, in accordance with RCW 36.70A.106.
4. The PC held a public work session to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action Qualified Scientific Professionals Definition Code Amendment as described above, on March 10, 2020.
5. The PC held a duly-advertised public hearing on June 9, 2020 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Qualified Scientific Professionals Definition Code Amendment.

CONCLUSION:

At the public hearing, held on June 9, 2020, the PC recommended **APPROVING** the Qualified Scientific Professionals

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as the Qualified Scientific Professionals Definition Code Amendment, an amendment to Marysville Municipal Code Section 22C.130.030, Table 1, this **June 9, 2020**.

By: 
Stephen Leifer, Planning Commission Chair

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

**Planning
Commission**



**1049 State Avenue
Marysville, WA 98270**

Meeting Minutes

March 10, 2020

Call to Order

Chair Leifer called the meeting to order at 7:03 p.m. noting the excused absence of Commissioners Kay Smith and Tom Thetford.

Present:

Commission: Chair Steve Leifer, Planning Commissioner Roger Hoen, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Brandon Whitaker

Staff: Planning Manager Chris Holland, Senior Planner Cheryl Dungan, Senior Planner Angela Gemmer

Excused: Planning Commissioner Tom Thetford, Planning Commissioner Kay Smith

Minutes

February 11, 2020 Planning Commission Minutes

Motion to Approve February 11, 2020 Planning Commission Minutes moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Kristen Michal.

VOTE: Motion carried 4 - 0

AYES: Planning Commissioner Roger Hoen, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Steve Leifer

ABSTAIN: Planning Commissioner Brandon Whitaker

Election of Officers

Motion to Approve the reappointment of Steve Leifer as Planning Commissioner Chair moved by Planning Commissioner Roger Hoen seconded by Planning Commissioner Jerry Andes.

AYES: ALL

Motion to Approve appointment of Jerry Andes as Planning Commission Vice Chair moved by Planning Commissioner Steve Leifer seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Audience Participation

None

Public Hearing

Floodplain Management Code Amendments

- MMC Chapter 22A.020 Floodplain Definitions
- MMC Chapter 22E.020 Floodplain Management

Senior Planner Dungan reviewed the proposed changes. She noted that the majority of the changes come from the Washington State Model Flood Plain Ordinance for the City to remain in compliance with the National Flood Plain Insurance Program. Also, staff is recommending revising the language to be consistent with how density is calculated and also with the Comprehensive Plan to exclude residential development within the 100-year floodplain. Also, it is proposed that the Hearing Examiner hear the variances to the floodplain instead of City Council in order to be consistent with current regulations for all other land use actions. Staff is recommending that the Planning Commission forward City Council a recommendation of approval of the Development Code amendments.

Commissioner Whitaker asked if there has been an updated FIRM (Flood Insurance Rate Map) map for Marysville in 2020. Senior Planner Dungan replied that she just got proposed changes in the mail not too long ago. She did not see any changes in terms of the base flood elevation.

Chair Leifer asked about floodplain insurance requirements. Senior Planner Dungan explained that lenders require people to obtain floodplain insurance when they refinance or purchase if they fall within FEMA's floodplain map boundaries. People can request a letter of map amendment if they contest the designation. The City primarily relies on LIDAR information.

Chair Leifer opened the public hearing at 7:16 p.m. There were no members of the public present. The public comment portion of the public hearing was closed at 7:16 p.m.

Motion to Approve forwarding the proposed Floodplain Management Code Amendments to Council with a recommendation for approval moved by Planning Commissioner Roger Hoen seconded by Planning Commissioner Kristen Michal.

AYES: ALL

The hearing was closed at 7:18 p.m.

New Business

Code Amendments

MMC 22C.130.030-Table 1: Minimum Required Parking Spaces

Senior Planner Gemmer reviewed the proposed revisions which would provide a parking standard of 1.25 parking spaces per dwelling unit for studio apartments and provide clarification on both accessory dwelling unit and multiple-family parking standards. Commissioners asked clarification questions regarding the proposal.

Motion to Approve setting a public hearing on this Minimum Parking Spaces for April 14 moved by Planning Commissioner Brandon Whitaker seconded by Planning Commissioner Kristen Michal.

AYES: ALL

MMC 22A.020.180 - "Q" definitions

Senior Planner Gemmer reviewed this item which would clarify the definition for Qualified Scientific Professional and differentiate the qualifications needed for wetland professionals from fish and fish habitat/stream professionals.

Commissioner Michal asked about impacts on developers who might need to hire more than one professional as a result of these amendments. Planning Manager Holland explained that this will have no impact on most people, but will clarify that people need to have their certification.

Motion to Approve setting a public hearing on "Q" definitions on April 14 moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Roger Hoen.

AYES: ALL

MMC 22C.240.030 - Criteria for locating a recreational vehicle park

Senior Planner Gemmer reviewed this item which would clarify that all recreational vehicle parks are subject to the standards set forth in MMC Chapter 22C.240 and eliminate the obsolete reference in MMC Section 22C.240.030 to recreational vehicle parks being allowed in all zones within the city except single family and multiple family zones as this is inconsistent with the permitted uses matrices.

Motion to Approve setting a public hearing for Criteria for locating a recreational vehicle park for April 14 moved by Planning Commissioner Kristen Michal seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

"Tiny House" and "Tiny House with Wheels" Discussion

Senior Planner Gemmer made a PowerPoint presentation regarding tiny houses and solicited Planning Commission comments on how these should be incorporated into the city.

Commissioner Michal asked if the City is expecting any type of mandates related to tiny houses. Planning Manager Holland explained that right now the City is just required to allow them in Mobile Home Parks. In the future they may be required to expand that.

Commissioner Hoen said he'd like to see requirements for play areas, sidewalks and pedestrian connections, and possible regulations on fences.

Commissioner Whitaker recommended elements that would produce pride in place.

Commissioner Michal asked about looking at models from other communities. Staff indicated they would look into that.

Commissioner Andes recommended not requiring curb, gutter and sidewalks to help keep down costs.

Chair Leifer noted that there has been an interest in doing this on church properties in some locations. Planning Manager Holland thought that this is a direction that the legislature is likely going to try to go. Chair Leifer commented that a commitment to set aside space for this type of housing says a lot about the city's desire to provide housing for all types of people.

There was discussion about impacts on tax assessments.

There appeared to be consensus to require sewer and water as an Accessory Dwelling Unit on an existing lot. In a community, there was a question if they had to have their own restroom facility or if it could be provided on site.


Commissioner Whitaker spoke in support of each unit having its own restroom and water hookups for a tiny home village, but as an ADU they might be able to share with the main home.

Adjournment

Motion to Adjourn at 8:31 p.m. moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Next Meeting - Tuesday, April 14, 2020 - 7 p.m.

 for _____
Laurie Hugdahl, Recording Secretary

**Planning
Commission**



**1049 State Avenue
Marysville, WA 98270**

Meeting Minutes

June 9, 2020

Call to Order

Chair Leifer called the meeting to order at 6:00 p.m. noting the resignation of Kay Smith and expressed appreciation for her faithful and conscientious service.

Present:

Commission: Chair Steve Leifer, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Brandon Whitaker, Planning Commissioner Tom Thetford

Staff: Planning Manager Chris Holland, Senior Planner Angela Gemmer, Janis Lamoureux

Excused: Planning Commissioner Roger Hoen

Minutes

March 10, 2020 Planning Commission Minutes

Motion to approve March 10, 2020 Planning Commission Minutes moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Brandon Whitaker.

VOTE: Motion carried 4 - 0

AYES: Chair Leifer, Planning Commissioner Andes, Planning Commissioner Michal, Planning Commissioner Whitaker

ABSTAIN: Planning Commissioner Thetford

Audience Participation

None

Public Hearing

Hearing No. 1 - Amendment to MMC Chapter 22C.130.030, Table 1, Minimum required parking spaces.

The hearing was opened at 6:06 p.m. Senior Planner Gemmer reviewed this item. Commissioner Whitaker asked about the previous requirements. Senior Planner Gemmer reviewed those.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Thetford.

AYES: ALL

The hearing was closed at 6:15 p.m.

Hearing No. 2 - Amendment to "Qualified scientific professional" definition set forth in MMC Section 22A.020.180.

The hearing was opened at 6:15 p.m. Senior Planner Gemmer reviewed this item.

Commissioner Andes asked how many professionals have these credentials. Senior Planner Gemmer thought many people on the list would have this credential or could get it. Planning Manager Holland reviewed the reason for strengthening this definition.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to "Qualified scientific professional" definition set forth in MMC Section 22A.020.180. to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Whitaker.

AYES: ALL

The hearing was closed at 6:23 p.m.

Hearing No. 3 - Amendment to MMC Chapter 22C.230, Mobile Home Parks, MMC Sections 22C.010.060 and 22C.020.060, Permitted uses, and repeal of MMC Chapter 22C.240, Recreational Vehicle Parks.

The hearing was opened at 6:23 p.m. Senior Planner Gemmer reviewed this item.

Commissioner Whitaker expressed concern about the appearance of the multiple uses allowed in a mobile home park. Senior Planner Gemmer noted that all of these uses are currently allowed under state law. Planning Manager Holland noted that some mobile home parks have more restrictions, but not all of them.

Chair Leifer asked why RV parks wouldn't be allowed in the City. He commented on the need for people with RV's to have a place to stay in Marysville. Additionally, there is a large number of people who cannot afford traditional housing, and this could be an opportunity to provide affordable housing in the City. Planning Manager Holland

explained that it doesn't align with the uses that the PSRC wants to see within the Cascade Industrial Center, and there aren't any appropriate sites (10-15 acres). He noted that the uses are still allowed in existing parks. Chair Leifer then asked if a new mobile home park could be built with the expressed purpose of filling it completely with RV's. He raised a hypothetical example of such a development on property owned by Sayani north of 156th and west of Twin Lakes. Planning Manager Holland affirmed it would be allowed by going through the provisions of Title 22C.230 rather than 22C.240 with a Conditional Use Permit.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to MMC Chapter 22C.230, Mobile Home Parks, MMC Sections 22C.010.060 and 22C.020.060, Permitted uses, and repeal of MMC Chapter 22C.240, Recreational Vehicle Park to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Thetford.

AYES: ALL

The hearing was closed at 6:54 p.m.

Old Business

"Tiny house" and "tiny house with wheels" discussion

Senior Planner Gemmer reviewed this item giving various examples of tiny house regulations and solicited feedback.

Commissioner Andes asked about codes for tiny home communities for groups of people that choose this lifestyle. Senior Planner Gemmer replied that if the Planning Commission wanted to implement something like that in the community they could implement the current cottage housing code, but add provisions to limit the zones in which it is allowed and also limit the quantity. Planning Manager Holland asked the Planning Commission for their thoughts.

Commissioner Andes spoke in support of a pilot project if they could find someone to build it. Commissioner Thetford also spoke in support of doing a pilot project to see if it is the sort of thing they would even want to have in Marysville.

Commissioner Whitaker recommended requiring separate bathrooms since community restroom and shower facilities would be difficult during a pandemic situation. Commissioner Michal agreed with Commissioner Whitaker. She also liked the idea of a pilot project. She asked if there is anything pushing the City to do anything with tiny houses right now other than allowing them in mobile home parks. Planning Manager Holland spoke to the importance of having something on the books. He summarized the Planning Commission's desire to have some sort of pilot project with site specific development standards. Senior Planner Gemmer added that there has been a lot of interest from the community in tiny house codes.

Chair Leifer thought there would be a lot of people who would support this to help out the homeless, as well as people who don't want anything to do with it. He asked about the City's position about allowing use of the existing sewer on the 45 Road for a site out there. Planning Manager Holland replied that there is water out there, but not sewer. Per the GMA the City would not be allowed to have a connection outside of its Urban Growth Area boundary.

Planning Commissioner Holland stated that staff would see what changes to ADUs would be required and what changes might be needed for tiny homes.

Adjournment

Motion to adjourn at 8:48 p.m. moved by Planning Commissioner Tom Thetford seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Next Meeting – July 14

Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING
THE CITY'S DEVELOPMENT REGULATIONS AND AMENDING SECTIONS
22A.010.160 AND 22A.020.180 OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

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

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

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

WHEREAS, 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 development code (MMC Title 22); and

WHEREAS, during a public meeting on March 10, 2020, the Planning Commission discussed proposed amendments to MMC Section 22A.020.180; and

WHEREAS, the City of Marysville submitted the proposed amendments to MMC Section 22A.020.180 to the Washington State Department of Commerce on March 17, 2020, as required by RCW 36.70A.106; and

WHEREAS, the proposed amendments to MMC Section 22A.020.180 are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

WHEREAS, after providing notice to the public as required by law, the Marysville Planning Commission held a Public Hearing on June 9, 2020 regarding the proposed amendments to MMC Section 22A.020.180; and

WHEREAS, on June 9, 2020 the Planning Commission made a Recommendation to the City Council recommending the adoption of the proposed amendments to MMC Section 22A.020.180; and

WHEREAS, at a public meeting on September 14, 2020 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and the proposed amendments to MMC Section 22A.020.180; and

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to MMC Section 22A.020.180 which comprise this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan; and

- (2) The amendments are consistent with the purpose of Title 22 MMC; and
- (3) There have been significant changes in the circumstances to warrant a change; and
- (4) The benefit or cost to the public health, safety, and welfare is sufficient to warrant the action.

Section 2. Section 22A.020.180, "Q" definitions, of MMC Chapter 22A.020, Definitions, is hereby amended to read as follows:

22A.020.180 "Q" definitions.

"Qualified scientific professional" means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC ~~365-195-905~~(4). A qualified professional must have obtained a B.S., ~~or~~ B.A., or equivalent degree as specified below ~~in biology, engineering, environmental studies, fisheries, geomorphology, or related field, and two years of related work experience, and have qualifications as follows:-~~

- (1) A qualified professional for ~~habitats or wetlands~~ must have a degree in biology, ~~environmental studies, natural resource management, ecology, or a related field; have two years of professional experience as a wetland biologist; and be certified as a Professional Wetland Scientist (PWS) and professional experience related to the subject species.~~
- (2) A qualified professional for fisheries or fish habitat must have:
 - (a) A degree in fisheries or aquatic ecology, and two years of professional experience as a fisheries biologist; or
 - (b) A degree in biology, environmental studies, natural resource management, ecology, or a related field; certification by the American Fisheries Society; and five years of professional experience as a fisheries biologist.
- ~~(2)~~ (3) A qualified professional for a geological hazard must be a professional engineer or geologist, licensed by the state of Washington, and have two years of professional experience as an engineer or geologist. (Ord. 2852 § 10 (Exh. A), 2011).

Section 3. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code:

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Qualified Scientific Professionals Amendment	_____, 2020"

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 6. 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 _____, 2020.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY


Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #23

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

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
An Ordinance to consider amendments to MMC 22C.130.030 related to minimum required parking.	
PREPARED BY:	DIRECTOR APPROVAL:
Angela Gemmer, Senior Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
PC Recommendation dated 6/9/2020 PC Minutes dated 3/10/2020 and 6/9/2020 Adopting Ordinance	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Planning Commission (PC) held a public hearing on June 9, 2020 to review proposed amendments to Marysville Municipal Code (MMC) Title 22, *Unified Development Code* specifically Section 22C.130.030, Table 1, *Minimum required parking spaces*. Presently the MMC lacks a specific parking standard for studio apartments. The proposed amendments are to provide a parking standard for studio apartment units which have a lower parking demand than one-bedroom apartments. A dozen jurisdictions’ studio parking standards were surveyed including the standards of six Snohomish County jurisdictions. The average studio parking requirement is 1.17 parking spaces. The proposed parking standard is 1.25 parking spaces per studio apartment.

The following additional amendments are proposed:

- Correction of an internal inconsistency on the multiple-family parking standards; and
- Elimination of unnecessary language on both the accessory dwelling unit and one-bedroom multiple-family parking standards.

The PC received testimony from staff and interested parties at the public hearing following public notice. The PC made a motion to recommend the proposed amendments to City Council for adoption by ordinance.

<p>RECOMMENDED ACTION: Staff recommends that City Council affirm the Planning Commission’s recommendation and adopt the Minimum Required Parking Spaces Amendments by Ordinance.</p> <p>RECOMMENDED MOTION: I move to adopt the Minimum Required Parking Spaces Amendments by Ordinance, and authorize the Mayor to sign said Ordinance.</p>
--



PC Recommendation – Minimum Required Parking Spaces Amendments

The Planning Commission (PC) of the City of Marysville, having held a public hearing on June 9, 2020 in review of NON-PROJECT action amendments of the Marysville Municipal Code, proposing amendments to Section 22C.130.030, Table 1, *Minimum required parking spaces*. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

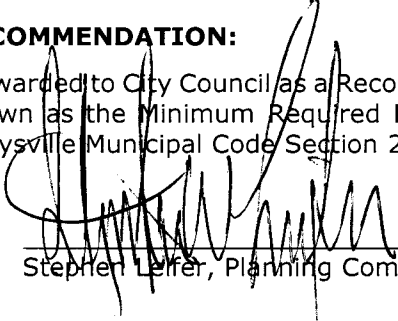
1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Minimum Required Parking Spaces Code Amendments to the community on March 10, 2020.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on March 17, 2020, in accordance with RCW 36.70A.106.
4. The PC held a public work session to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action Minimum Required Parking Spaces Code Amendments as described above, on March 10, 2020.
5. The PC held a duly-advertised public hearing on June 9, 2020 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Minimum Required Parking Spaces Code Amendments.

CONCLUSION:

At the public hearing, held on June 9, 2020, the PC recommended **APPROVING** the Minimum Required Parking Spaces Code Amendments.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as the Minimum Required Parking Spaces Code Amendments, an amendment to Marysville Municipal Code Section 22C.130.030, Table 1, this **June 9, 2020**.

By: 
Stephen Laffer, Planning Commission Chair

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

**Planning
Commission**



**1049 State Avenue
Marysville, WA 98270**

Meeting Minutes

March 10, 2020

Call to Order

Chair Leifer called the meeting to order at 7:03 p.m. noting the excused absence of Commissioners Kay Smith and Tom Thetford.

Present:

Commission: Chair Steve Leifer, Planning Commissioner Roger Hoen, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Brandon Whitaker

Staff: Planning Manager Chris Holland, Senior Planner Cheryl Dungan, Senior Planner Angela Gemmer

Excused: Planning Commissioner Tom Thetford, Planning Commissioner Kay Smith

Minutes

February 11, 2020 Planning Commission Minutes

Motion to Approve February 11, 2020 Planning Commission Minutes moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Kristen Michal.

VOTE: Motion carried 4 - 0

AYES: Planning Commissioner Roger Hoen, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Steve Leifer

ABSTAIN: Planning Commissioner Brandon Whitaker

Election of Officers

Motion to Approve the reappointment of Steve Leifer as Planning Commissioner Chair moved by Planning Commissioner Roger Hoen seconded by Planning Commissioner Jerry Andes.

AYES: ALL

Motion to Approve appointment of Jerry Andes as Planning Commission Vice Chair moved by Planning Commissioner Steve Leifer seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Audience Participation

None

Public Hearing

Floodplain Management Code Amendments

- MMC Chapter 22A.020 Floodplain Definitions
- MMC Chapter 22E.020 Floodplain Management

Senior Planner Dungan reviewed the proposed changes. She noted that the majority of the changes come from the Washington State Model Flood Plain Ordinance for the City to remain in compliance with the National Flood Plain Insurance Program. Also, staff is recommending revising the language to be consistent with how density is calculated and also with the Comprehensive Plan to exclude residential development within the 100-year floodplain. Also, it is proposed that the Hearing Examiner hear the variances to the floodplain instead of City Council in order to be consistent with current regulations for all other land use actions. Staff is recommending that the Planning Commission forward City Council a recommendation of approval of the Development Code amendments.

Commissioner Whitaker asked if there has been an updated FIRM (Flood Insurance Rate Map) map for Marysville in 2020. Senior Planner Dungan replied that she just got proposed changes in the mail not too long ago. She did not see any changes in terms of the base flood elevation.

Chair Leifer asked about floodplain insurance requirements. Senior Planner Dungan explained that lenders require people to obtain floodplain insurance when they refinance or purchase if they fall within FEMA's floodplain map boundaries. People can request a letter of map amendment if they contest the designation. The City primarily relies on LIDAR information.

Chair Leifer opened the public hearing at 7:16 p.m. There were no members of the public present. The public comment portion of the public hearing was closed at 7:16 p.m.

Motion to Approve forwarding the proposed Floodplain Management Code Amendments to Council with a recommendation for approval moved by Planning Commissioner Roger Hoen seconded by Planning Commissioner Kristen Michal.

AYES: ALL

The hearing was closed at 7:18 p.m.

New Business

Code Amendments

MMC 22C.130.030-Table 1: Minimum Required Parking Spaces

Senior Planner Gemmer reviewed the proposed revisions which would provide a parking standard of 1.25 parking spaces per dwelling unit for studio apartments and provide clarification on both accessory dwelling unit and multiple-family parking standards. Commissioners asked clarification questions regarding the proposal.

Motion to Approve setting a public hearing on this Minimum Parking Spaces for April 14 moved by Planning Commissioner Brandon Whitaker seconded by Planning Commissioner Kristen Michal.

AYES: ALL

MMC 22A.020.180 - "Q" definitions

Senior Planner Gemmer reviewed this item which would clarify the definition for Qualified Scientific Professional and differentiate the qualifications needed for wetland professionals from fish and fish habitat/stream professionals.

Commissioner Michal asked about impacts on developers who might need to hire more than one professional as a result of these amendments. Planning Manager Holland explained that this will have no impact on most people, but will clarify that people need to have their certification.

Motion to Approve setting a public hearing on "Q" definitions on April 14 moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Roger Hoen.

AYES: ALL

MMC 22C.240.030 - Criteria for locating a recreational vehicle park

Senior Planner Gemmer reviewed this item which would clarify that all recreational vehicle parks are subject to the standards set forth in MMC Chapter 22C.240 and eliminate the obsolete reference in MMC Section 22C.240.030 to recreational vehicle parks being allowed in all zones within the city except single family and multiple family zones as this is inconsistent with the permitted uses matrices.

Motion to Approve setting a public hearing for Criteria for locating a recreational vehicle park for April 14 moved by Planning Commissioner Kristen Michal seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

"Tiny House" and "Tiny House with Wheels" Discussion

Senior Planner Gemmer made a PowerPoint presentation regarding tiny houses and solicited Planning Commission comments on how these should be incorporated into the city.

Commissioner Michal asked if the City is expecting any type of mandates related to tiny houses. Planning Manager Holland explained that right now the City is just required to allow them in Mobile Home Parks. In the future they may be required to expand that.

Commissioner Hoen said he'd like to see requirements for play areas, sidewalks and pedestrian connections, and possible regulations on fences.

Commissioner Whitaker recommended elements that would produce pride in place.

Commissioner Michal asked about looking at models from other communities. Staff indicated they would look into that.

Commissioner Andes recommended not requiring curb, gutter and sidewalks to help keep down costs.

Chair Leifer noted that there has been an interest in doing this on church properties in some locations. Planning Manager Holland thought that this is a direction that the legislature is likely going to try to go. Chair Leifer commented that a commitment to set aside space for this type of housing says a lot about the city's desire to provide housing for all types of people.

There was discussion about impacts on tax assessments.

There appeared to be consensus to require sewer and water as an Accessory Dwelling Unit on an existing lot. In a community, there was a question if they had to have their own restroom facility or if it could be provided on site.


Commissioner Whitaker spoke in support of each unit having its own restroom and water hookups for a tiny home village, but as an ADU they might be able to share with the main home.

Adjournment

Motion to Adjourn at 8:31 p.m. moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Next Meeting - Tuesday, April 14, 2020 - 7 p.m.

 for _____
Laurie Hugdahl, Recording Secretary

**Planning
Commission**



**1049 State Avenue
Marysville, WA 98270**

Meeting Minutes

June 9, 2020

Call to Order

Chair Leifer called the meeting to order at 6:00 p.m. noting the resignation of Kay Smith and expressed appreciation for her faithful and conscientious service.

Present:

Commission: Chair Steve Leifer, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Brandon Whitaker, Planning Commissioner Tom Thetford

Staff: Planning Manager Chris Holland, Senior Planner Angela Gemmer, Janis Lamoureux

Excused: Planning Commissioner Roger Hoen

Minutes

March 10, 2020 Planning Commission Minutes

Motion to approve March 10, 2020 Planning Commission Minutes moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Brandon Whitaker.

VOTE: Motion carried 4 - 0

AYES: Chair Leifer, Planning Commissioner Andes, Planning Commissioner Michal, Planning Commissioner Whitaker

ABSTAIN: Planning Commissioner Thetford

Audience Participation

None

Public Hearing

Hearing No. 1 - Amendment to MMC Chapter 22C.130.030, Table 1, Minimum required parking spaces.

The hearing was opened at 6:06 p.m. Senior Planner Gemmer reviewed this item. Commissioner Whitaker asked about the previous requirements. Senior Planner Gemmer reviewed those.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Thetford.

AYES: ALL

The hearing was closed at 6:15 p.m.

Hearing No. 2 - Amendment to "Qualified scientific professional" definition set forth in MMC Section 22A.020.180.

The hearing was opened at 6:15 p.m. Senior Planner Gemmer reviewed this item.

Commissioner Andes asked how many professionals have these credentials. Senior Planner Gemmer thought many people on the list would have this credential or could get it. Planning Manager Holland reviewed the reason for strengthening this definition.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to "Qualified scientific professional" definition set forth in MMC Section 22A.020.180. to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Whitaker.

AYES: ALL

The hearing was closed at 6:23 p.m.

Hearing No. 3 - Amendment to MMC Chapter 22C.230, Mobile Home Parks, MMC Sections 22C.010.060 and 22C.020.060, Permitted uses, and repeal of MMC Chapter 22C.240, Recreational Vehicle Parks.

The hearing was opened at 6:23 p.m. Senior Planner Gemmer reviewed this item.

Commissioner Whitaker expressed concern about the appearance of the multiple uses allowed in a mobile home park. Senior Planner Gemmer noted that all of these uses are currently allowed under state law. Planning Manager Holland noted that some mobile home parks have more restrictions, but not all of them.

Chair Leifer asked why RV parks wouldn't be allowed in the City. He commented on the need for people with RV's to have a place to stay in Marysville. Additionally, there is a large number of people who cannot afford traditional housing, and this could be an opportunity to provide affordable housing in the City. Planning Manager Holland

explained that it doesn't align with the uses that the PSRC wants to see within the Cascade Industrial Center, and there aren't any appropriate sites (10-15 acres). He noted that the uses are still allowed in existing parks. Chair Leifer then asked if a new mobile home park could be built with the expressed purpose of filling it completely with RV's. He raised a hypothetical example of such a development on property owned by Sayani north of 156th and west of Twin Lakes. Planning Manager Holland affirmed it would be allowed by going through the provisions of Title 22C.230 rather than 22C.240 with a Conditional Use Permit.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to MMC Chapter 22C.230, Mobile Home Parks, MMC Sections 22C.010.060 and 22C.020.060, Permitted uses, and repeal of MMC Chapter 22C.240, Recreational Vehicle Park to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Thetford.

AYES: ALL

The hearing was closed at 6:54 p.m.

Old Business

"Tiny house" and "tiny house with wheels" discussion

Senior Planner Gemmer reviewed this item giving various examples of tiny house regulations and solicited feedback.

Commissioner Andes asked about codes for tiny home communities for groups of people that choose this lifestyle. Senior Planner Gemmer replied that if the Planning Commission wanted to implement something like that in the community they could implement the current cottage housing code, but add provisions to limit the zones in which it is allowed and also limit the quantity. Planning Manager Holland asked the Planning Commission for their thoughts.

Commissioner Andes spoke in support of a pilot project if they could find someone to build it. Commissioner Thetford also spoke in support of doing a pilot project to see if it is the sort of thing they would even want to have in Marysville.

Commissioner Whitaker recommended requiring separate bathrooms since community restroom and shower facilities would be difficult during a pandemic situation. Commissioner Michal agreed with Commissioner Whitaker. She also liked the idea of a pilot project. She asked if there is anything pushing the City to do anything with tiny houses right now other than allowing them in mobile home parks. Planning Manager Holland spoke to the importance of having something on the books. He summarized the Planning Commission's desire to have some sort of pilot project with site specific development standards. Senior Planner Gemmer added that there has been a lot of interest from the community in tiny house codes.

Chair Leifer thought there would be a lot of people who would support this to help out the homeless, as well as people who don't want anything to do with it. He asked about the City's position about allowing use of the existing sewer on the 45 Road for a site out there. Planning Manager Holland replied that there is water out there, but not sewer. Per the GMA the City would not be allowed to have a connection outside of its Urban Growth Area boundary.

Planning Commissioner Holland stated that staff would see what changes to ADUs would be required and what changes might be needed for tiny homes.

Adjournment

Motion to adjourn at 8:48 p.m. moved by Planning Commissioner Tom Thetford seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Next Meeting – July 14

Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING
THE CITY'S DEVELOPMENT REGULATIONS AND AMENDING SECTIONS
22A.010.160 AND 22C.130.030 OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

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

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

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

WHEREAS, 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 development code (MMC Title 22); and

WHEREAS, during a public meeting on March 10, 2020, the Planning Commission discussed proposed amendments to MMC Section 22C.130.030; and

WHEREAS, the City of Marysville submitted the proposed amendments to MMC Section 22C.130.030 to the Washington State Department of Commerce on March 17, 2020, as required by RCW 36.70A.106; and

WHEREAS, the proposed amendments to MMC Section 22C.130.030 are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

WHEREAS, after providing notice to the public as required by law, the Marysville Planning Commission held a Public Hearing on June 9, 2020 regarding the proposed amendments to MMC Section 22C.130.030; and

WHEREAS, the Planning Commission made a Recommendation to the City Council on June 9, 2020, recommending the adoption of the proposed amendments to MMC Section 22C.130.030; and

WHEREAS, at a public meeting on September 14, 2020 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and the proposed amendments to MMC Section 22C.130.030; and

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to MMC Section 22C.130.030 which comprise this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan; and

- (2) The amendments are consistent with the purpose of Title 22 MMC; and
- (3) There have been significant changes in the circumstances to warrant a change; and
- (4) The benefit or cost to the public health, safety, and welfare is sufficient to warrant the action.

Section 2. Section 22C.130.030, Minimum required parking spaces, of MMC Chapter 22C.130, Parking and Loading, is hereby amended to read as follows:

22C.130.030 Minimum required parking spaces.

(1) Purpose. The purpose of required parking spaces is to provide enough parking to accommodate the majority of traffic generated by the range of uses which might locate at the site over time. As provided in subsection (2)(e) of this section, bicycle parking may be substituted for some required parking on a site to encourage transit use and bicycling by employees and visitors to the site. The required parking numbers correspond to specific land use categories. Provision of carpool parking, and locating it closest to the building entrance, will encourage carpool use.

(2) Minimum Number of Parking Spaces Required.

(a) The minimum number of parking spaces for all zones and use categories is stated in Table 1.

(b) If the parking formula used to determine parking requirements results in a fractional number greater than or equal to one-half, the proponent shall provide parking equal to the next highest whole number.

(c) Changes in Occupancy. Whenever the occupancy classification of a building is changed, the minimum standards for off-street parking for the new occupancy classification shall be applicable; provided, that if the existing occupancy had established a legal nonconforming status with respect to off-street parking requirements, no additional off-street parking shall be required for the new occupancy unless said new occupancy is in a classification requiring more parking than that which would have been required for the existing occupancy if it had been subject to the provisions of this chapter. If strict application of this section is not feasible due to existing site conditions such as building or parcel size, shape or layout, a variance may be granted by the community development director.

(d) Joint Use Parking. Joint use of required parking spaces may occur where two or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Joint use of required nonresidential parking spaces is allowed if the following documentation is submitted in writing to the community development department as part of a building or land use permit application, and approved by the community development director:

(i) The names and addresses of the uses and of the owners or tenants that are sharing the parking;

(ii) The location and number of parking spaces that are being shared;

(iii) An analysis showing that the peak parking times for the uses occur at different times and that the parking area will be large enough for the anticipated demands of both uses; and

(iv) A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.

The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within 500 feet of such parking facilities.

(e) Bicycle parking may substitute for up to 10 percent of required parking. For every five nonrequired bicycle parking spaces that meet the bicycle parking standards in MMC [22C.130.060](#), the motor vehicle parking requirement is reduced by one space. Existing parking may be converted to take advantage of this provision.

(f) The off-street parking and loading requirements of this chapter do not apply retroactively to established uses; however:

(i) The site to which a building is relocated must provide the required spaces; and

(ii) A person increasing the floor area, or other measure of off-street parking and loading requirements, by addition or alteration, must provide spaces as required for the increase, unless the requirement under this subsection is five spaces or fewer.

(g) Reduction of Required Spaces When Effective Alternatives to Automobile Access Are Proposed. Upon demonstration to the hearing examiner that effective alternatives to automobile access are proposed to be implemented, the examiner may reduce by not more than 40 percent the parking requirements otherwise prescribed for any use or combination of uses on the same or adjoining sites, to an extent commensurate with the permanence, effectiveness, and demonstrated reduction in off-street parking demand achieved by such alternative programs. Alternative programs which may be considered by the examiner under this provision include, but are not limited to, the following:

(i) Private vanpool operation;

(ii) Transit/vanpool fare subsidy;

(iii) Imposition of a charge for parking;

(iv) Provision of subscription bus services;

(v) Flexible work-hour schedule;

(vi) Capital improvement for transit services;

(vii) Preferential parking for carpools/vanpools;

(viii) Participation in the ride-matching program;

(ix) Reduction of parking fees for carpools and vanpools;

(x) Establishment of a transportation coordinator position to implement carpool, vanpool, and transit programs; or

(xi) Bicycle parking facilities.

(h) Reduction of Required Spaces in Downtown Vision Plan Area. Commercial uses within the downtown core, southwest sector, southeast sector, and waterfront sector may reduce the number of required off-street parking spaces in accordance with this section, upon demonstration to the community development department that the proposed use is in conformance with the downtown master plan guidelines as set forth in the comprehensive plan. Expansion of existing commercial buildings and uses is required to demonstrate conformance with the city's design standards and guidelines or to incorporate reasonable measures to meet the intent of the guidelines for existing uses. For commercial uses requiring less than 10 spaces, the parking requirements may be waived by the director. For required parking in excess of 10 spaces, the applicant must demonstrate that adequate on-street parking facilities exist within 400 feet of the proposed use in order to qualify for a reduction. Parking may be reduced by up to 50 percent if consistent with the downtown master plan guidelines. In approving a reduction to required off-street parking, the department may require improvement of existing right-of-way to meet the intent of this code and the downtown master plan in providing improved parking, walkways and access to the business.

(i) Uses Not Mentioned. In the case of a use not specifically mentioned in Table 1: Minimum Required Parking Spaces, the requirements for off-street parking shall be determined by the community development director. If there are comparable uses, the community development director's determination shall be based on the requirements for the most comparable use(s). Where, in the judgment of the community development director, none of the uses in Table 1: Minimum Required Parking Spaces are comparable, the community development director may base his or her determination as to the amount of parking required for the proposed use on detailed information provided by the applicant. The information required may include, but not be limited to, a description of the physical structure(s), identification of potential users, and analysis of likely parking demand.

(3) Carpool Parking. For office, industrial, and institutional uses where there are more than 20 parking spaces on the site, the following standards must be met:

(a) Five spaces or five percent of the parking spaces on site, whichever is less, must be reserved for carpool use before 9:00 a.m. on weekdays. More spaces may be reserved, but they are not required.

(b) The spaces will be those closest to the building entrance or elevator, but not closer than the spaces for disabled parking and those signed for exclusive customer use.

(c) Signs must be posted indicating these spaces are reserved for carpool use before 9:00 a.m. on weekdays.

Table 1: Minimum Required Parking Spaces

LAND USE	MINIMUM REQUIRED SPACES
RESIDENTIAL USES	
Single-family dwellings, duplexes, townhouses, and mobile homes	2 per dwelling unit for residents plus one additional guest parking space per dwelling unit; provided: 1. An enclosed private garage may be utilized to meet the required parking for residents. Driveways can be counted as resident or guest parking spaces, provided said driveway

Table 1: Minimum Required Parking Spaces

LAND USE	MINIMUM REQUIRED SPACES
	<p>complies with the bulk and dimensional requirements outlined in Table 2; and</p> <p>2. Parking spaces behind other required parking spaces (a.k.a. "tandem parking") shall not be counted towards the 2 required parking spaces per dwelling for the residents; however, tandem parking can be counted as a guest parking space.</p>
Accessory dwelling units	1 space per dwelling unit
Studio apartments	1.25 per dwelling unit
Multiple-family dwellings, one bedroom per unit	1.5 per dwelling unit. Parking spaces behind other required parking spaces (a.k.a. "tandem parking") shall not be counted towards the 1.5 2 required parking spaces in a multifamily development; however, tandem parking can be counted as a guest parking space, when required
Multiple-family dwellings, two or more bedrooms	1.75 per dwelling unit. Parking spaces behind other required parking spaces (a.k.a. "tandem parking") shall not be counted towards the 1.75 2 required parking spaces in a multifamily development; however, tandem parking can be counted as a guest parking space, when required
Retirement housing and apartments	1 per dwelling
Mobile home parks	2 per unit, plus guest parking at 1 per 4 lots
Rooming houses, similar uses	1 per dwelling
Bed and breakfast accommodations	1 space for each room for rent, plus 2 spaces for the principal residential use
RECREATIONAL/CULTURAL USES	
Movie theaters	1 per 4 seats
Stadiums, sports arenas and similar open assemblies	1 per 8 seats or 1 per 100 SF of assembly space without fixed seats
Dance halls and places of assembly w/o fixed seats	1 per 75 SF of gross floor area
Bowling alleys	5 per lane
Skating rinks	1 per 75 SF of gross floor area
Tennis courts, racquet clubs, handball courts and other similar commercial recreation	1 space per 40 SF of gross floor area used for assembly, plus 2 per court
Swimming pools (indoor and outdoor)	1 per 10 swimmers, based on pool capacity as defined by the Washington State Department of Health
Golf courses	4 spaces for each green, plus 50% of spaces otherwise required for any accessory uses (e.g., bars, restaurants)
Gymnasiums, health clubs	1 space per each 200 SF of gross floor area

Table 1: Minimum Required Parking Spaces

LAND USE	MINIMUM REQUIRED SPACES
Churches, auditoriums and similar enclosed places of assembly	1 per 4 seats or 60 lineal inches of pew or 40 SF gross floor area used for assembly
Art galleries and museums	1 per 250 SF of gross floor area
COMMERCIAL/OFFICE USES	
Banks, business and professional offices (other than medical and dental) with on-site customer service	1 per 400 SF gross floor area
Retail stores and personal service shops unless otherwise provided herein	If < 5,000 SF floor area, 1 per 600 SF gross floor area; if > 5,000 SF floor area, 8 plus 1 per each 300 SF gross floor area over 5,000 SF
Grocery stores	1 space per 200 SF of customer service area
Barber and beauty shops	1 space per 200 SF
Motor vehicle sales and service	2 per service bay plus 1 per 1,000 SF of outdoor display
Motor vehicle or machinery repair, without sales	2 plus 2 per service bay
Mobile home and recreational vehicle sales	1 per 3,000 SF of outdoor display area
Motels and hotels	1 per unit or room
Restaurants, taverns, bars with on-premises consumption	If < 4,000 SF, 1 per 200 SF gross floor area; if > 4,000 SF, 20 plus 1 per 100 SF gross floor area over 4,000 SF
Drive-in restaurants and similar establishments, primarily for auto-borne customers	1 per 75 SF of gross floor area. Stacking spaces shall be provided in accordance with Chapter 22C.140 MMC, Drive-Through Facilities
Shopping centers	If < 15,000 SF, 1 per 200 SF of gross floor area; if > 15,000 SF, 1 per 250 SF of gross floor area
Day care centers	1 space per staff member and 1 space per 10 clients. A paved unobstructed pick-up area shall be set aside for dropping off and picking up children in a safe manner that will not cause the children to cross the parking area or lines of traffic
Funeral parlors, mortuaries or cemeteries	1 per 4 seats or 8 feet of bench or pew or 1 per 40 SF of assembly room used for services if no fixed seating is provided
Gasoline/service stations w/grocery	1 per employee plus 1 per 200 SF gross floor area
Adult facilities as defined by MMC 22A.020.020	1 per 75 SF of gross floor area or, in the case of an adult drive-in theater, 1 per viewing space
HEALTH SERVICES USES	
Nursing homes, convalescent homes for aged	1 per 5 beds plus 1 space per employee and medical staff
Medical and dental clinics	1 per 200 SF gross floor area

Table 1: Minimum Required Parking Spaces

LAND USE	MINIMUM REQUIRED SPACES
Hospitals	1 per 2 beds, excluding bassinets
EDUCATIONAL USES	
Elementary, junior high schools (public and private)	5 plus 1 per each employee and faculty member
Senior high schools (public and private)	1 per each 10 students plus 1 per each employee or faculty member
Commercial/vocational schools	1 per each employee plus 1 per each 2 students
PUBLIC/GOVERNMENT USES	
Public utility and governmental buildings	1 per 400 SF of gross floor area
Libraries	1 per 250 SF of gross floor area
MANUFACTURING/WAREHOUSE USES	
Manufacturing and industrial uses of all types, except a building used exclusively for warehouse purposes	One per 750 SF of gross floor area plus office space requirements
Warehouses, storage and wholesale businesses	One per 2,000 SF of gross floor area plus office space requirements
Mini self-storage	1 per each 50 storage cubicles equally distributed and proximate to storage buildings. In addition, 1 space for each 50 storage cubicles to be located at the project office

Section 3. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

“22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Minimum Required Parking Spaces Amendments	_____, 2020”

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 6. 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 _____, 2020.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY


Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #24

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
An Ordinance to consider amendments to MMC 22A and 22C related to mobile/manufactured home parks and recreational vehicle parks.	
PREPARED BY:	DIRECTOR APPROVAL:
Angela Gemmer, Senior Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Memo to City Council dated 6/25/2020 PC Recommendation dated 6/9/2020 PC Minutes dated 3/10/2020 and 6/9/2020 Adopting Ordinance	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Planning Commission (PC) held a public hearing on June 9, 2020 to review proposed amendments to Marysville Municipal Code Title 22, *Unified Development Code* pertaining to mobile/manufactured home parks and recreational vehicle parks. The amendments are to better define development requirements in mobile/manufactured home parks, and to allow for tiny houses with wheels in mobile/manufactured home parks consistent with State law.

The repeal of MMC Chapter 22C.240, *Recreational Vehicle Parks*, is also proposed. The properties which allow for RVs are primarily Light Industrial (LI) and General Commercial (GC) lands. Per direction from Puget Sound Regional Council (PSRC) during pursuit of the regional centers designation for the Cascade Industrial Center (CIC), non-manufacturing/industrial uses should be minimized within the CIC in order to preserve the land base for manufacturing/industrial uses. There is a limited amount of GC zoned land within the City which remains available for development. There is a desire to preserve the remaining GC-zoned lands for retail, commercial, personal service, and similar uses. The other zones that allow for RVs are Public-Institutional (P/I) and Recreation (REC) which both are very limited. The proposed amendments are described in greater detail in the attached memo dated June 25, 2020.

The PC received testimony from staff and interested parties at the public hearing following public notice. The PC made a motion to recommend the proposed amendments to City Council for adoption by ordinance.

RECOMMENDED ACTION: Staff recommends that City Council affirm the Planning Commission's recommendation and adopt the Mobile/Manufactured Home Park and Recreational Vehicle Park Amendments by Ordinance.
RECOMMENDED MOTION: I move to adopt the Mobile/Manufactured Home Park and Recreational Vehicle Park Amendments by Ordinance, and authorize the Mayor to sign said Ordinance.



MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

DATE: June 25, 2020

TO: City Council

FROM: Angela Gemmer, Senior Planner

RE: Mobile/manufactured home park amendments and repeal of RV park standards

CC: Jeff Thomas, Community Development Director
Chris Holland, Planning Manager
Amy Hess, Associate Planner

Attached are proposed amendments to the Marysville Municipal Code (MMC) pertaining to mobile home parks and recreational vehicle parks. The proposed amendments include, but are not limited to, the following:

- Repeal the "recreational vehicle park" and "recreational vehicle site" definitions outlined in MMC Section 22A.020.190 "R" definitions.
- Add a definition to MMC Section 22A.020.210, "*T definitions*" for "tiny house with wheels" as State law allows tiny houses with wheels within mobile/manufactured home parks;
- Amend MMC Sections 22C.010.060, *Permitted uses*, and 22C.010.070, *Permitted uses – Development conditions*, to:
 - Eliminate recreational vehicle parks (RVs) as a use;
 - Indicate that RVs are only allowed in mobile/manufactured home parks;
 - Allow for tiny house with wheels in mobile/manufactured home parks; and
 - Provide additional clarifications on expectations for mobile/manufactured home parks.
- Amend MMC Sections 22C.020.060, *Permitted uses*, and 22C.020.070, *Permitted uses – Development conditions*, to indicate that mobile homes, manufactured homes, recreational vehicles, and tiny houses with wheels are only allowed in existing mobile/manufactured home parks.
- Amend MMC Sections 22C.230.070, *Design standards*, and 22C.230.150, *Standards for existing parks*, of Chapter 22C.230, *Mobile Home Parks*, to:
 - Clarify utility requirements with specific direction for RVs and tiny house with wheels (must have toilet and bathing facilities in the unit or available as a community amenity);
 - Better define drainage and frontage improvement requirements for both new and existing mobile home parks;
 - Update inconsistent references to mobile/manufactured home park;
 - Allow for tiny houses with wheels; and
 - Streamline other language and requirements.
- Repeal MMC Chapter 22C.240, *Recreational Vehicle Parks*. The properties which allow for RVs are primarily Light Industrial (LI) and General Commercial (GC) lands. Per direction from Puget Sound Regional Council (PSRC) during pursuit of the regional centers designation for the Cascade Industrial Center (CIC), non-manufacturing/industrial uses should be minimized within the CI in order to preserve the land base for manufacturing/industrial uses. There is a limited amount of GC zoned land within the City which remains available for development. There is a desire to preserve the remaining GC-zoned lands for retail, commercial, personal service, and similar uses. The other zones that allow for RVs are Public-Institutional (P/I) and Recreation (REC) which both are very limited.

Staff respectfully requests that the City Council affirm the recommendation of the Planning Commission and adopt the proposed mobile/manufactured home park and recreational vehicle park amendments by Ordinance.

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270



MARYSVILLE
COMMUNITY
DEVELOPMENT

**PC Recommendation – Mobile/Manufactured Home Park Amendments and
Repeal of Recreational Vehicle Park Code**

The Planning Commission (PC) of the City of Marysville, having held a public hearing on June 9, 2020 in review of NON-PROJECT action amendments of the Marysville Municipal Code, proposing amendments to Sections 22A.020.190 "*R*" definitions, 22A.020.210 "*T*" definitions, 22C.010.060, *Permitted uses*, 22C.010.070, *Permitted uses – Development conditions*, 22C.020.060, *Permitted uses*, 22C.020.070, *Permitted uses – Development conditions*, 22C.230.070, *Design standards*, and 22C.230.150, *Standards for existing parks*, and repeal of Chapter 22C.240, *Recreational Vehicle Parks*. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Mobile/Manufactured Home Park Amendments and Recreational Vehicle Park Code to the community on March 10, 2020.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on March 17, 2020, in accordance with RCW 36.70A.106.
4. The PC held a public work session to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action Mobile/Manufactured Home Park Amendments and Recreational Vehicle Park Code as described above, on March 10, 2020.
5. The PC held a duly-advertised public hearing on June 9, 2020 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Mobile/Manufactured Home Park Amendments and repeal of the Recreational Vehicle Park Code.

CONCLUSION:

At the public hearing, held on June 9, 2020, the PC recommended **APPROVING** the Mobile/Manufactured Home Park Amendments and Recreational Vehicle Park Code.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as the Mobile/Manufactured Home Park Amendments and Recreational Vehicle Park Code Repeal, an amendment to Marysville Municipal Code Sections 22A.020.190 "*R*" definitions, 22A.020.210 "*T*" definitions, 22C.010.060, *Permitted uses*, 22C.010.070, *Permitted uses – Development conditions*, 22C.020.060, *Permitted uses*, 22C.020.070, *Permitted uses – Development conditions*, 22C.230.070, *Design standards*, and 22C.230.150, *Standards for existing parks*, and repeal of Chapter 22C.240, *Recreational Vehicle Parks*, this **June 9, 2020**.

By: 
Stephen Weifer, Planning Commission Chair

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

**Planning
Commission**



**1049 State Avenue
Marysville, WA 98270**

Meeting Minutes

March 10, 2020

Call to Order

Chair Leifer called the meeting to order at 7:03 p.m. noting the excused absence of Commissioners Kay Smith and Tom Thetford.

Present:

Commission: Chair Steve Leifer, Planning Commissioner Roger Hoen, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Brandon Whitaker

Staff: Planning Manager Chris Holland, Senior Planner Cheryl Dungan, Senior Planner Angela Gemmer

Excused: Planning Commissioner Tom Thetford, Planning Commissioner Kay Smith

Minutes

February 11, 2020 Planning Commission Minutes

Motion to Approve February 11, 2020 Planning Commission Minutes moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Kristen Michal.

VOTE: Motion carried 4 - 0

AYES: Planning Commissioner Roger Hoen, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Steve Leifer

ABSTAIN: Planning Commissioner Brandon Whitaker

Election of Officers

Motion to Approve the reappointment of Steve Leifer as Planning Commissioner Chair moved by Planning Commissioner Roger Hoen seconded by Planning Commissioner Jerry Andes.

AYES: ALL

Motion to Approve appointment of Jerry Andes as Planning Commission Vice Chair moved by Planning Commissioner Steve Leifer seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Audience Participation

None

Public Hearing

Floodplain Management Code Amendments

- MMC Chapter 22A.020 Floodplain Definitions
- MMC Chapter 22E.020 Floodplain Management

Senior Planner Dungan reviewed the proposed changes. She noted that the majority of the changes come from the Washington State Model Flood Plain Ordinance for the City to remain in compliance with the National Flood Plain Insurance Program. Also, staff is recommending revising the language to be consistent with how density is calculated and also with the Comprehensive Plan to exclude residential development within the 100-year floodplain. Also, it is proposed that the Hearing Examiner hear the variances to the floodplain instead of City Council in order to be consistent with current regulations for all other land use actions. Staff is recommending that the Planning Commission forward City Council a recommendation of approval of the Development Code amendments.

Commissioner Whitaker asked if there has been an updated FIRM (Flood Insurance Rate Map) map for Marysville in 2020. Senior Planner Dungan replied that she just got proposed changes in the mail not too long ago. She did not see any changes in terms of the base flood elevation.

Chair Leifer asked about floodplain insurance requirements. Senior Planner Dungan explained that lenders require people to obtain floodplain insurance when they refinance or purchase if they fall within FEMA's floodplain map boundaries. People can request a letter of map amendment if they contest the designation. The City primarily relies on LIDAR information.

Chair Leifer opened the public hearing at 7:16 p.m. There were no members of the public present. The public comment portion of the public hearing was closed at 7:16 p.m.

Motion to Approve forwarding the proposed Floodplain Management Code Amendments to Council with a recommendation for approval moved by Planning Commissioner Roger Hoen seconded by Planning Commissioner Kristen Michal.

AYES: ALL

The hearing was closed at 7:18 p.m.

New Business

Code Amendments

MMC 22C.130.030-Table 1: Minimum Required Parking Spaces

Senior Planner Gemmer reviewed the proposed revisions which would provide a parking standard of 1.25 parking spaces per dwelling unit for studio apartments and provide clarification on both accessory dwelling unit and multiple-family parking standards. Commissioners asked clarification questions regarding the proposal.

Motion to Approve setting a public hearing on this Minimum Parking Spaces for April 14 moved by Planning Commissioner Brandon Whitaker seconded by Planning Commissioner Kristen Michal.

AYES: ALL

MMC 22A.020.180 - "Q" definitions

Senior Planner Gemmer reviewed this item which would clarify the definition for Qualified Scientific Professional and differentiate the qualifications needed for wetland professionals from fish and fish habitat/stream professionals.

Commissioner Michal asked about impacts on developers who might need to hire more than one professional as a result of these amendments. Planning Manager Holland explained that this will have no impact on most people, but will clarify that people need to have their certification.

Motion to Approve setting a public hearing on "Q" definitions on April 14 moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Roger Hoen.

AYES: ALL

MMC 22C.240.030 - Criteria for locating a recreational vehicle park

Senior Planner Gemmer reviewed this item which would clarify that all recreational vehicle parks are subject to the standards set forth in MMC Chapter 22C.240 and eliminate the obsolete reference in MMC Section 22C.240.030 to recreational vehicle parks being allowed in all zones within the city except single family and multiple family zones as this is inconsistent with the permitted uses matrices.

Motion to Approve setting a public hearing for Criteria for locating a recreational vehicle park for April 14 moved by Planning Commissioner Kristen Michal seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

"Tiny House" and "Tiny House with Wheels" Discussion

Senior Planner Gemmer made a PowerPoint presentation regarding tiny houses and solicited Planning Commission comments on how these should be incorporated into the city.

Commissioner Michal asked if the City is expecting any type of mandates related to tiny houses. Planning Manager Holland explained that right now the City is just required to allow them in Mobile Home Parks. In the future they may be required to expand that.

Commissioner Hoen said he'd like to see requirements for play areas, sidewalks and pedestrian connections, and possible regulations on fences.

Commissioner Whitaker recommended elements that would produce pride in place.

Commissioner Michal asked about looking at models from other communities. Staff indicated they would look into that.

Commissioner Andes recommended not requiring curb, gutter and sidewalks to help keep down costs.

Chair Leifer noted that there has been an interest in doing this on church properties in some locations. Planning Manager Holland thought that this is a direction that the legislature is likely going to try to go. Chair Leifer commented that a commitment to set aside space for this type of housing says a lot about the city's desire to provide housing for all types of people.

There was discussion about impacts on tax assessments.

There appeared to be consensus to require sewer and water as an Accessory Dwelling Unit on an existing lot. In a community, there was a question if they had to have their own restroom facility or if it could be provided on site.

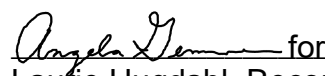
Commissioner Whitaker spoke in support of each unit having its own restroom and water hookups for a tiny home village, but as an ADU they might be able to share with the main home.

Adjournment

Motion to Adjourn at 8:31 p.m. moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Next Meeting - Tuesday, April 14, 2020 - 7 p.m.

 for _____
Laurie Hugdahl, Recording Secretary

**Planning
Commission**



**1049 State Avenue
Marysville, WA 98270**

Meeting Minutes

June 9, 2020

Call to Order

Chair Leifer called the meeting to order at 6:00 p.m. noting the resignation of Kay Smith and expressed appreciation for her faithful and conscientious service.

Present:

Commission: Chair Steve Leifer, Planning Commissioner Jerry Andes, Planning Commissioner Kristen Michal, Planning Commissioner Brandon Whitaker, Planning Commissioner Tom Thetford

Staff: Planning Manager Chris Holland, Senior Planner Angela Gemmer, Janis Lamoureux

Excused: Planning Commissioner Roger Hoen

Minutes

March 10, 2020 Planning Commission Minutes

Motion to approve March 10, 2020 Planning Commission Minutes moved by Planning Commissioner Jerry Andes seconded by Planning Commissioner Brandon Whitaker.

VOTE: Motion carried 4 - 0

AYES: Chair Leifer, Planning Commissioner Andes, Planning Commissioner Michal, Planning Commissioner Whitaker

ABSTAIN: Planning Commissioner Thetford

Audience Participation

None

Public Hearing

Hearing No. 1 - Amendment to MMC Chapter 22C.130.030, Table 1, Minimum required parking spaces.

The hearing was opened at 6:06 p.m. Senior Planner Gemmer reviewed this item. Commissioner Whitaker asked about the previous requirements. Senior Planner Gemmer reviewed those.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Thetford.

AYES: ALL

The hearing was closed at 6:15 p.m.

Hearing No. 2 - Amendment to "Qualified scientific professional" definition set forth in MMC Section 22A.020.180.

The hearing was opened at 6:15 p.m. Senior Planner Gemmer reviewed this item.

Commissioner Andes asked how many professionals have these credentials. Senior Planner Gemmer thought many people on the list would have this credential or could get it. Planning Manager Holland reviewed the reason for strengthening this definition.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to "Qualified scientific professional" definition set forth in MMC Section 22A.020.180. to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Whitaker.

AYES: ALL

The hearing was closed at 6:23 p.m.

Hearing No. 3 - Amendment to MMC Chapter 22C.230, Mobile Home Parks, MMC Sections 22C.010.060 and 22C.020.060, Permitted uses, and repeal of MMC Chapter 22C.240, Recreational Vehicle Parks.

The hearing was opened at 6:23 p.m. Senior Planner Gemmer reviewed this item.

Commissioner Whitaker expressed concern about the appearance of the multiple uses allowed in a mobile home park. Senior Planner Gemmer noted that all of these uses are currently allowed under state law. Planning Manager Holland noted that some mobile home parks have more restrictions, but not all of them.

Chair Leifer asked why RV parks wouldn't be allowed in the City. He commented on the need for people with RV's to have a place to stay in Marysville. Additionally, there is a large number of people who cannot afford traditional housing, and this could be an opportunity to provide affordable housing in the City. Planning Manager Holland

explained that it doesn't align with the uses that the PSRC wants to see within the Cascade Industrial Center, and there aren't any appropriate sites (10-15 acres). He noted that the uses are still allowed in existing parks. Chair Leifer then asked if a new mobile home park could be built with the expressed purpose of filling it completely with RV's. He raised a hypothetical example of such a development on property owned by Sayani north of 156th and west of Twin Lakes. Planning Manager Holland affirmed it would be allowed by going through the provisions of Title 22C.230 rather than 22C.240 with a Conditional Use Permit.

Chair Leifer solicited public comments. There were none.

Motion to forward the proposed amendment to MMC Chapter 22C.230, Mobile Home Parks, MMC Sections 22C.010.060 and 22C.020.060, Permitted uses, and repeal of MMC Chapter 22C.240, Recreational Vehicle Park to the City Council with a recommendation for approval moved by Planning Commissioner Andes seconded by Planning Commissioner Thetford.

AYES: ALL

The hearing was closed at 6:54 p.m.

Old Business

"Tiny house" and "tiny house with wheels" discussion

Senior Planner Gemmer reviewed this item giving various examples of tiny house regulations and solicited feedback.

Commissioner Andes asked about codes for tiny home communities for groups of people that choose this lifestyle. Senior Planner Gemmer replied that if the Planning Commission wanted to implement something like that in the community they could implement the current cottage housing code, but add provisions to limit the zones in which it is allowed and also limit the quantity. Planning Manager Holland asked the Planning Commission for their thoughts.

Commissioner Andes spoke in support of a pilot project if they could find someone to build it. Commissioner Thetford also spoke in support of doing a pilot project to see if it is the sort of thing they would even want to have in Marysville.

Commissioner Whitaker recommended requiring separate bathrooms since community restroom and shower facilities would be difficult during a pandemic situation. Commissioner Michal agreed with Commissioner Whitaker. She also liked the idea of a pilot project. She asked if there is anything pushing the City to do anything with tiny houses right now other than allowing them in mobile home parks. Planning Manager Holland spoke to the importance of having something on the books. He summarized the Planning Commission's desire to have some sort of pilot project with site specific development standards. Senior Planner Gemmer added that there has been a lot of interest from the community in tiny house codes.

Chair Leifer thought there would be a lot of people who would support this to help out the homeless, as well as people who don't want anything to do with it. He asked about the City's position about allowing use of the existing sewer on the 45 Road for a site out there. Planning Manager Holland replied that there is water out there, but not sewer. Per the GMA the City would not be allowed to have a connection outside of its Urban Growth Area boundary.

Planning Commissioner Holland stated that staff would see what changes to ADUs would be required and what changes might be needed for tiny homes.

Adjournment

Motion to adjourn at 8:48 p.m. moved by Planning Commissioner Tom Thetford seconded by Planning Commissioner Brandon Whitaker.

AYES: ALL

Next Meeting – July 14

Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING
THE CITY'S DEVELOPMENT REGULATIONS AND AMENDING SECTIONS
22A.010.160, 22A.020.190, 22A.020.210, 22C.010.060, 22C.010.070,
22C.020.060, 22C.020.070, 22C.230.070 AND 22C.230.150 OF THE
MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

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

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

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

WHEREAS, 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 development code (MMC Title 22); and

WHEREAS, during a public meeting on March 10, 2020, the Planning Commission discussed proposed amendments to MMC Sections 22A.020.190, 22A.020.210, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, 22C.230.070, and 22C.230.150; and

WHEREAS, the City of Marysville submitted the proposed amendments to MMC Sections 22A.020.190, 22A.020.210, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, 22C.230.070, and 22C.230.150 to the Washington State Department of Commerce on March 17, 2020, as required by RCW 36.70A.106; and

WHEREAS, the proposed amendments to MMC Sections 22A.020.190, 22A.020.210, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, 22C.230.070, and 22C.230.150 are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

WHEREAS, after providing notice to the public as required by law, the Marysville Planning Commission held a Public Hearing on June 9, 2020 regarding the proposed amendments to MMC Sections 22A.020.190, 22A.020.210, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, 22C.230.070, and 22C.230.150; and

WHEREAS, the Planning Commission made a Recommendation to the City Council on June 9, 2020, recommending the adoption of the proposed amendments to MMC Sections 22A.020.190, 22A.020.210, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, 22C.230.070, and 22C.230.150; and

WHEREAS, at a public meeting on September 14, 2020 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and the proposed amendments to MMC Sections 22A.020.190, 22A.020.210, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, 22C.230.070, and 22C.230.150; and

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to MMC Sections 22A.020.190, 22A.020.210, 22C.010.060, 22C.010.070, 22C.020.060, 22C.020.070, 22C.230.070, and 22C.230.150 which comprise this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan; and
- (2) The amendments are consistent with the purpose of Title 22 MMC; and
- (3) There have been significant changes in the circumstances to warrant a change; and
- (4) The benefit or cost to the public health, safety, and welfare is sufficient to warrant the action.

Section 2. Section 22A.020.190, "R" definitions, of MMC Chapter 22A.020, Definitions, is hereby amended by repealing the definitions for "Recreational vehicle park" and "Recreational vehicle site". Those terms contained in Chapter 22A.020, Definitions, that are not specifically amended as outlined below, shall remain in full force and effect.

22A.020.190 "R" definitions.

~~"Recreational vehicle park" means a tract of land under single ownership or control or upon which two or more recreational vehicle sites are located, established or maintained for occupancy by the general public as temporary living quarters for recreation or vacation purposes.~~

~~"Recreational vehicle site" means a plot of ground within a recreational vehicle park intended for accommodation of a recreational vehicle on a temporary basis.~~

Section 3. Section 22A.020.210, "T" definitions, of MMC Chapter 22A.020, Definitions, is hereby amended by adding a definition for "Tiny house" or "Tiny house with wheels". Those terms contained in Chapter 22A.020, Definitions, that are not specifically amended as outlined below, shall remain in full force and effect.

22A.020.210 "T" definitions.

"Tiny house" or "Tiny house with wheels" means a dwelling to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking, and sanitation built in accordance with the state building code.

Section 4. Section 22C.010.060, Permitted uses, of MMC Chapter 22C.010, Residential Zones, is hereby amended to read as follows:

22C.010.060 Permitted uses.

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R-MHP
Residential Land Uses									
Dwelling Units, Types:									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing (14)	C6	C6	C6	C6	C6	C6	C6	C6	
Duplex (14)	C8	P8	P8	P8	P	P	P	P	

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R-MHP
Townhouse	P3	P3	P3	P3	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P3	P3	P3		C	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	C2	C2	C2	C2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle (44)	P	P	P	P	P	P	P	P	P44
Tiny house with wheels (51)	P	P	P	P	P	P	P	P	P
Group Residences:									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	C2	C2	C2	C2	
Residential care facility	P	P	P	P	P	P	P	P	
Master planned senior community (15)	C	C	C	C	C	C	C	C	C
Accessory Uses:									
Residential accessory uses (1), (9), (10), (14), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
Temporary Lodging:									
Hotel/motel					P	P	P	P	
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	
Bed and breakfast inn (4)					P	P	P	P	
Recreation/Cultural Land Uses									
Park/Recreation:									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Recreational vehicle park									C46
Community center	C	C	C	C	C	C	C	C	C
Amusement/Entertainment:									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	
Cultural:									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
General Services Land Uses									

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R-MHP
Personal Services:									
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
Health Services:									
Medical/dental clinic					C	C	C	C	
Supervised drug consumption facility									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
Government/Business Service Land Uses									
Government Services:									
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26
Utility facility	P	P	P	P	P	P	P	P	P
Private storm water management facility	P	P	P	P	P	P	P	P	P
Public storm water management facility	P	P	P	P	P	P	P	P	P
Business Services:									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					
Wireless communication facility (28)	P	P	P	P	P	P	P	P	P

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R-MHP
	C	C	C	C	C	C	C	C	C
State-Licensed Marijuana Facilities:									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
Retail/Wholesale Land Uses									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
Resource Land Uses									
Agriculture:									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					
Forestry:									
Growing and harvesting forest products	P34	P34	P34	P34					
Fish and Wildlife Management:									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
Regional Land Uses									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

Section 5. Section 22C.010.070, Permitted uses – Development conditions, of MMC Chapter 22C.010, Residential Zones, is hereby amended to read as follows:

22C.010.070 Permitted uses – Development conditions.

(1) Accessory dwelling units must comply with development standards in Chapter [22C.180](#) MMC. Accessory dwelling units in the MHP zone are only allowed on single lots of record containing one single-family detached dwelling.

- (2) Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.
- (3) Only as part of a planned residential development (PRD) proposal, and subject to the same density as the underlying zone.
- (4) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC.
- (5) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC.
- (6) Subject to cottage housing provisions set forth in MMC [22C.010.280](#).
- (7) Factory-built dwelling units shall comply with the following standards:
- (a) A factory-built house must be inspected at least two times at the factory by the State Building Inspector during the construction process, and must receive an approval certifying that it meets all requirements of the International Building Code. At the building site, the city building official will conduct foundation, plumbing and final inspections.
 - (b) A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.
- (8) Permitted outright in the R-6.5, R-8, and WR-R-4-8 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.
- (9) A garage sale shall comply with the following standards:
- (a) No residential premises shall have more than two such sales per year and no such sale shall continue for more than six days within a 15-day period.
 - (b) Signs advertising such sales shall not be attached to any public structures, signs or traffic control devices, nor to any utility poles. All such signs shall be removed 24 hours after the sale is completed.

A garage sale complying with the above conditions shall be considered as being an allowable accessory use to all residential land uses. A garage sale violating one or more of the above conditions shall be considered as being a commercial use and will be disallowed unless it complies with all requirements affecting commercial uses.

- (10) Residential accessory structures must comply with development standards in Chapter [22C.180](#) MMC.
- (11) Manufactured homes must:
- (a) Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;
 - (b) Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located;
 - (c) Be no more than five years old, as evidenced by the date of manufacture recorded on the HUD data plate. An administrative variance to the requirement that a manufactured home be no more than five years old may be granted by the community development director only if the applicant demonstrates all of the following:
 - (i) The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;
 - (ii) The proposed manufactured home is well maintained and does not present any health or safety hazards;
 - (iii) The variance is necessary or warranted because of the unique size, shape, topography, location, critical areas encumbrance, or other feature of the subject property;
 - (iv) The proposed manufactured home will be compatible with the neighborhood or area where it will be located;
 - (v) The subject property is otherwise deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and within an identical zone;
 - (vi) The need for the variance is not the result of deliberate actions of the applicant or property owner; and
 - (vii) The variance is the minimum necessary to grant relief to the applicant.

- (12) Mobile homes are only allowed as a primary residence in existing mobile/manufactured home parks established prior to October 16, 2006. June 12, 2008, subject to the requirements of Chapter 22C.230 MMC, Mobile/Manufactured Home Parks.
- (13) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (14) No more than one single-family detached or duplex dwelling is allowed per lot except in cottage housing developments that are developed with all cottages located on a common lot, and accessory dwelling units through the provisions of Chapter [22C.180](#) MMC.
- (15) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.
- (16) The following conditions and limitations shall apply, where appropriate:
- (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision, mobile/manufactured home park, or multiple-family development proposal; otherwise, a conditional use permit is required;
 - (b) Lighting for structures and fields shall be directed away from residential areas; and
 - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (17) Golf facilities shall comply with the following:
- (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
 - (b) Restaurants are permitted as an accessory use to a golf course.
- (18) Only as an accessory to a cemetery.
- (19) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- (20) Only as an accessory to residential use and subject to the criteria set forth in Chapter [22C.200](#) MMC.
- (21) Only as an accessory to residential use, provided:
- (a) Students are limited to 12 per one-hour session;
 - (b) All instruction must be within an enclosed structure; and
 - (c) Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.
- (22) Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.
- (23) Only when adjacent to an existing or proposed school.
- (24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (25) Day care IIs must be located on sites larger than one-half acre and are subject to minimum standards identified in Chapter [22C.200](#) MMC for day care I facilities. Parking facilities and loading areas shall be located to the rear of buildings or be constructed in a manner consistent with the surrounding residential character. Evaluation of site suitability shall be reviewed through the conditional use permit process.
- (26) Public safety facilities, including police and fire, shall comply with the following:
- (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (27) Accessory to an apartment development of at least 12 units, provided:
- (a) The gross floor area in self-service storage shall not exceed 50 percent of the total gross floor area of the apartment dwellings on the site;
 - (b) All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
 - (c) The use of the facility shall be limited to dead storage of household goods;
 - (d) No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
 - (e) No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
 - (f) No residential occupancy of the storage units;

- (g) No business activity other than the rental of storage units to the apartment dwellings on the site; and
 - (h) A resident manager shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.
- (28) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including, but not limited to, the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a conditional use subject to MMC [22C.250.040](#).
- (29) Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:
- (a) They are located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting hours; and
 - (b) The site is adjacent to a designated arterial that has been improved to a standard acceptable to the department.
- (30) Model Homes.
- (a) The community development director may approve construction of model homes subject to the following conditions:
 - (i) No model home shall be constructed without the issuance of a building permit;
 - (ii) In no event shall the total number of model homes in a preliminary subdivision be greater than nine;
 - (iii) A hard-surfaced roadway to and abutting all model homes shall be constructed to standards determined by the city engineer or designee;
 - (iv) Operational fire hydrant(s) must be available in accordance with the International Fire Code;
 - (v) Submittal of a site plan, stamped by a registered civil engineer or licensed surveyor, delineating the location of each structure relative to existing and proposed utilities, lot lines, easements, roadways, topography and critical areas;
 - (vi) Submittal of building permit applications for each of the proposed structures;
 - (vii) Approval of water, sewer and storm sewer extension plans to serve the proposed structures; and
 - (viii) Execution of an agreement with the city saving and holding it harmless from any damages, direct or indirect, as a result of the approval of the construction of model homes on the site.
 - (b) Prior to occupancy of any model home, the final plat of the subject subdivision shall be approved and recorded.
- (31) Any outdoor storage areas are subject to the screening requirements of the landscape code.
- (32) Subject to approval of a small farms overlay zone.
- (33) May be further subject to the provisions of the Marysville shoreline master program.
- (34) Only allowed in conjunction with the small farms overlay zone.
- (35) Provided, that the property has received approval of a small farms overlay designation, or is larger than one acre in size.
- (36) Only in conjunction with an existing or proposed school.
- (37) Except racing of motorized vehicles.
- (38) Level 1 and Level 2 charging only.
- (39) Allowed only as an accessory use to a principal outright permitted use or permitted conditional use.
- (40) The term "rapid" is used interchangeably with "Level 3" and "fast charging."
- (41) Only "electric vehicle charging stations – restricted" as defined in Chapter [22A.020](#) MMC.
- (42) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (43) One single-family detached dwelling per existing single lot of record. Manufactured homes on single lots must meet the criteria outlined in subsection (11) of this section.
- (44) ~~Used Recreational vehicles (RVs) are allowed as a permanent primary residence in an established mobile/manufactured home park (MHP)–subject to the requirements of Chapter 22C.230 MMC, Mobile/Manufactured Home Parks. or RV park; provided, that utility hookups in MHPs meet current standards for MHPs or RV parks.~~
- (45) MHPs shall fulfill the requirements of Chapter [22C.230](#) MMC-, Mobile/Manufactured Home Parks.

(46) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240 MMC](#).

(47) Model house sales offices are subject to the requirements of MMC [22C.110.030](#)(12).

(48) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within residential zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

(49) Shipping/cargo and similar storage containers are prohibited on lots within a platted subdivision and properties under one acre in size. Shipping/cargo and similar storage containers may be located on properties over one acre in size if located behind the primary residence, observe all setbacks applicable to an accessory structure, and are screened from public view.

(50) Accessory structures may not be utilized as, or converted to, a dwelling unless the structure complies with the accessory dwelling unit standards outlined in MMC [22C.180.030](#).

(51) [Tiny houses with wheels are allowed as a primary residence in an established mobile/manufactured home park \(MHP\) subject to the requirements of Chapter 22C.230 MMC, Mobile/Manufactured Home Parks.](#)

Section 6. Section 22C.020.060, Permitted uses, of MMC Chapter 22C.010, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

22C.020.060 Permitted uses.

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	LI	GI	REC	P/I
Residential Land Uses									
Dwelling Units, Types:									
Townhouse				P6	P				
Multiple-family	C4	P4, C5	P4, C5	P4, P6	P				
Manufactured home	P7	P7	P7	P7	P7	P7	P7		
Mobile home	P7	P7	P7	P7	P7	P7	P7		
Recreational vehicle	P7	P7	P7	P7	P7	P7	P7		
Tiny house or tiny house with wheels	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P				C				P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P
Group Residences:									
Adult family home (70)	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P		P	P				P
Residential care facility	P	P		P	P	P70	P70	P70	P
Master planned senior community (10)					C				C
Accessory Uses:									
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:									

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	LI	GI	REC	P/I
Hotel/motel	P	P	P	P	P	P75			
Bed and breakfast guesthouse (1)									
Bed and breakfast inn (1)	P	P	P						
Recreation/Cultural Land Uses									
Park/Recreation:									
Park	P11	P	P	P	P	P	P	P11	P
Marina				P			P	C	P
Dock and boathouse, private, noncommercial				P			P	P16	P
Recreational vehicle park			C12			C12		C	P
Boat launch, commercial or public				P			P		P
Boat launch, noncommercial or private				P			P	P17	P
Community center	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:									
Theater		P	P	P	P				
Theater, drive-in			C						
Amusement and recreation services		P18	P18	P18	P19	P	C		
Sports club	P	P	P	P	P	P	P		
Golf facility (13)		P	P			P	P	C	
Shooting range (14)			P15			P15			
Outdoor performance center			C			C		C	C
Riding academy						P		C	
Cultural:									
Library, museum and art gallery	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P			C	P
General Services Land Uses									
Personal Services:									
General personal service	P	P	P	P	P	P	P		
Dry cleaning plant		P				P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P25	P76	P		
Funeral home/crematory		P	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	P24, C20			P	P		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	LI	GI	REC	P/I
Day care I	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P21			
Veterinary clinic	P	P	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P67	P67	P	P		
EV battery exchange station			P			P	P		
Miscellaneous repair		P	P			P	P		
Social services		P	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	P			P	P		
Pet daycare (71), (72)		P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	C		P		P
Club (community, country, yacht, etc.)							P		P
Health Services:									
Medical/dental clinic	P	P	P	P	P				P
Hospital		P	P	P	C				C
Miscellaneous health	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C	P	C		C
Commercial school	P	P		P	P27				C
School district support facility	C	P	P	P	P	P	P		P
Vocational school		P	P	P	P27				P
Government/Business Service Land Uses									
Government Services:									
Public agency office	P	P	P	P	P	P	P		P
Public utility yard			P			P			P
Public safety facilities, including police and fire	P29	P	P	P	P	P			P
Utility facility	P	P	P		C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P		P

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	LI	GI	REC	P/I
Business Services:									
Contractors' office and storage yard			P30	P30	P30	P	P		
Interim recycling facility		P23	P23			P			P
Taxi stands		P	P			P	P		
Trucking and courier service		P31	P31			P	P		
Warehousing and wholesale trade			P			P	P		
Mini-storage (36)						P76	P		
Freight and cargo service			P			P	P		
Cold storage warehousing						P	P		
General business service and office	P	P	P	P	P30	P	P		
Commercial vehicle storage						P	P		
Professional office	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	C38		P30, 37	P	P		
Automotive rental and leasing			P			P	P		
Automotive parking	P	P	P	P	P	P	P		
Research, development and testing			P			P	P		
Heavy equipment and truck repair						P	P		
Automobile holding yard			C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39, 40	P39, 40	P	P		
Adult facility							P33		
Factory-built commercial building (35)	P	P	P	P		P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:									
Marijuana cooperative (69)									
Marijuana processing facility – Indoor only (69)									
Marijuana production facility – Indoor only (69)									
Marijuana retail facility (69)									
Retail/Wholesale Land Uses									
Building, hardware and garden materials	P47	P	P	P	P47	P76	P		
Forest products sales		P	P			P			
Department and variety stores	P	P	P	P	P	P76			

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	LI	GI	REC	P/I
Food stores	P	P	P	P	P45	P76			
Agricultural crop sales		P	P		C	P76			
Storage/retail sales, livestock feed						P76	P		
Motor vehicle and boat dealers		P	P			P	P		
Motorcycle dealers		C	P	P49		P	P		
Gasoline service stations	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P46	P46	P		
Drug stores	P	P	P	P	P	P76	P		
Liquor stores		P	P						
Used goods: antiques/secondhand shops		P	P	P	P				
Sporting goods and related stores		P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P				
Jewelry stores		P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P				
Fuel dealers			P43			P43	P43		
Florist shops	P	P	P	P	P				
Pet shops	P	P	P	P	P				
Tire stores		P	P	P		P76	P		
Bulk retail		P	P			P76			
Auction houses			P42			P76			
Truck and heavy equipment dealers						P	P		
Mobile home and RV dealers			C			P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P48	P44, 76	P44		
Automobile wrecking yards						C	P		
Manufacturing Land Uses									
Food and kindred products		P50, 52	P50			P50	P		
Winery/brewery		P53	P	P53	P53	P	P		
Textile mill products						P	P		
Apparel and other textile products			C			P	P		
Wood products, except furniture			P			P	P		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	LI	GI	REC	P/I
Furniture and fixtures			P			P	P		
Paper and allied products						P	P		
Printing and publishing	P51	P51	P		P51	P	P		
Chemicals and allied products						C	C		
Petroleum refining and related industries						C	C		
Rubber and misc. plastics products						P	P		
Leather and leather goods						C	C		
Stone, clay, glass and concrete products						P	P		
Primary metal industries						C	P		
Fabricated metal products			C			P	P		
Industrial and commercial machinery						C	P		
Heavy machinery and equipment						C	P		
Computer and office equipment			C			P			
Electronic and other electric equipment			C			P			
Railroad equipment						C	P		
Miscellaneous light manufacturing			P54, 74	P54		P	P		
Motor vehicle and bicycle manufacturing						C	P		
Aircraft, ship and boat building						C	P		
Tire retreading						C	P		
Movie production/distribution			P			P			
Resource Land Uses									
Agriculture:									
Growing and harvesting crops						P	P	P	
Raising livestock and small animals						P	P	P	
Greenhouse or nursery, wholesale and retail			P			P	P	C	
Farm product processing						P	P		
Forestry:									
Growing and harvesting forest products						P			
Forest research						P			
Wood waste recycling and storage						C	C		
Fish and Wildlife Management:									
Hatchery/fish preserve (55)						P	P	C	
Aquaculture (55)						P	P	C	

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	LI	GI	REC	P/I
Wildlife shelters	C	C						P	
Mineral:									
Processing of minerals						P	P		
Asphalt paving mixtures and block						P	P		
Regional Land Uses									
Jail		C	C			C			
Regional storm water management facility		C	C	C		C	C		P
Public agency animal control facility			C			P	P		C
Public agency training facility		C56	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	C			C	C		C
Energy resource recovery facility						C			
Soil recycling/incineration facility						C	C		
Solid waste recycling							C		C
Transfer station						C	C		C
Wastewater treatment facility						C	C		C
Transit bus base			C			P			C
Transit park and pool lot	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P		C
School bus base	C	C	C			P			C58
Racetrack	C59	C59	C			P			
Fairground						P	P		C
Zoo/wildlife exhibit		C	C						C
Stadium/arena			C			C	P		C
College/university	C	P	P	P	P	P	P		C
Secure community transition facility							C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62		P62	P62		

Section 7. Section 22C.020.070, Permitted uses – Development conditions, of MMC Chapter 22C.010, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

22C.020.070 Permitted uses – Development conditions. 

(1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC, Bed and Breakfasts.

(2) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC, Home Occupations.

- (3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter [22C.110](#) MMC, entitled "Temporary Uses."
- (4) All units must be located above a street-level commercial use.
- (5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.
- (6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (7) **Manufactured homes, mobile homes, recreational vehicles, and tiny houses with wheels are only allowed in existing mobile/manufactured home parks established prior to October 16, 2006.**
- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
- (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
 - (b) Lighting for structures and fields shall be directed away from residential areas; and
 - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.
- (13) Golf Facility.
- (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
 - (b) Restaurants are permitted as an accessory use to a golf course.
- (14) Shooting Range.
- (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
 - (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and
 - (c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.
- (15) Only in an enclosed building.
- (16) Dock and Boathouse, Private, Noncommercial.
- (a) The height of any covered over-water structure shall not exceed 20 feet as measured from the line of ordinary high water;
 - (b) The total roof area of covered, over-water structures shall not exceed 1,000 square feet;
 - (c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;
 - (d) No over-water structure shall extend beyond the average length of all pre-existing over-water structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such pre-existing structures exist within 300 feet, the pier length shall not exceed 50 feet;
 - (e) Structures permitted hereunder shall not be used as a dwelling; and
 - (f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.
- (17) Boat Launch, Noncommercial or Private.
- (a) The city may regulate, among other factors, required launching depth, and length of docks and piers;

- (b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and
- (c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which it is located.
- (18) Excluding racetrack operation.
- (19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.
- (20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- (21) Permitted as an accessory use; see MMC [22A.020.020](#), the definition of "Accessory use, commercial/industrial."
- (22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC [22C.020.060](#).
- (23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.
- (24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
- (26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (27) All instruction must be within an enclosed structure.
- (28) Car washes shall be permitted as an accessory use to a gasoline service station.
- (29) Public Safety Facilities, Including Police and Fire.
 - (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.
- (31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
- (32) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including but not limited to the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a CUP may be required subject to MMC [22C.250.040](#).
- (33) Subject to the conditions and requirements listed in Chapter [22C.030](#) MMC.
- (34) Reserved.
- (35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:
 - (a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and
 - (b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.
- (36) Mini-storage facilities are subject to the development standards outlined in Chapter [22C.170](#) MMC.
- (37) Except heavy equipment.
- (38) With outdoor storage and heavy equipment.

- (39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.
- (40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.
- (41) Excluding drinking places such as taverns and bars and adult entertainment facilities.
- (42) Excluding vehicle and livestock auctions.
- (43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.
- (44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.
- (45) Limited to 5,000 square feet or less.
- (46) Eating and Drinking Places.
- (a) Limited to 4,000 square feet or less.
 - (b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
 - (c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.
- (47) Limited to hardware and garden supply stores.
- (48) Limited to convenience retail, such as video, and personal and household items.
- (49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (50) Except slaughterhouses.
- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.
- (61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.
- (62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.
 - (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
 - (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term "rapid" is used interchangeably with Level 3 and fast charging.
- (66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC [22C.020.265](#).
- (67) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (68) Excepting "marijuana (cannabis) dispensaries," "marijuana (cannabis) collective gardens," and "marijuana cooperatives" as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.

(69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial, industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

(70) Permitted within existing legal nonconforming single-family residences.

(71) Subject to the requirements set forth in MMC 10.04.460.*

(72) Pet daycares are restricted to indoor facilities with limited, supervised access to an outdoor fenced yard. Overnight boarding may be permitted as a limited, incidental use. Both outdoor access and overnight boarding privileges may be revoked or modified if the facility is not able to comply with the noise standards set forth in WAC [173-60-040](#).*

(73) Shipping/cargo and similar storage containers may be installed on commercial or industrial properties provided they are screened from public view pursuant to MMC [22C.120.160](#), Screening and impact abatement.

(74) Tanks, generators, and other machinery which does not generate nuisance noise may be located in the service/loading area. Truck service/loading areas shall not face the public street and shall be screened from the public street.

(75) Hotels/motels are prohibited within Arlington Airport Inner Safety Zones (ISZ) 2, 3, and 4. Hotel/motels that are proposed to locate within Arlington Airport Protection Subdistricts B and C shall be required to coordinate with the Arlington Municipal Airport to ensure that height, glare, and other aspects of the hotels/motels are compatible with air traffic and airport operations.

(76) Use limited to properties that have property frontage along State Avenue/Smokey Point Boulevard.

Section 8. The title of MMC 22C.230 Mobile Home Parks, is hereby amended to read as follows:

Chapter 22C.230 MOBILE/MANUFACTURED HOME PARKS

Section 9. Section 22C.230.070, Design standards, of MMC Chapter 22C.010, Mobile Home Parks, is hereby amended to read as follows:

22C.230.070 Design standards.

The purpose of this section is to establish minimum standards for mobile/manufactured home parks.

(1) Lot Coverage. All structures and buildings, including mobile homes and outbuildings, and any carports, decks or stairways attached thereto, and all impervious surfaces such as paved driveways, parking areas, sidewalks and patios, shall not cumulatively cover more than 60 percent of the total area of an individual mobile/manufactured home lot; provided, that patios, decks and sidewalks shall not be included in said 60 percent calculation if a lot is landscaped, on a permanent basis, in a way which emphasizes the appearance of natural vegetation.

(2) Yard Requirements. All mobile/manufactured homes, together with their additions and appurtenant structures, accessory structures and other structures on the site (excluding fences), shall observe the following setbacks (excluding any hitch or towing fixture), which supersede the standards of the underlying zoning district:

(a) Park roads: not less than 20 feet from the centerline of right-of-way, and in no case less than five feet from the paved, surfaced edge;

(b) Exterior site boundary not abutting an off-site public right-of-way: not less than 15 feet from the property line;

(c) Exterior site boundary, abutting an off-site public right-of-way: one-half of right-of-way plus 20 feet, measured from centerline;

(d) Side yard setback: all mobile/manufactured homes, together with their habitable additions, but excluding open porches and carports, shall be set back not less than three feet from side yard property lines.

(3) Height. No building or structure and no accessory building or structure shall exceed a height of 30 feet.

(4) Structure Separations. A minimum 10-foot separation shall be maintained between all mobile/manufactured homes, together with their habitable additions, and other mobile/manufactured homes. One-hour fire resistant accessory structures and/or service buildings shall maintain a minimum three-foot separation from adjacent mobile/manufactured homes. Non-fire-rated accessory structures and/or service buildings shall maintain a minimum six-foot separation between themselves and mobile/manufactured homes, except that carports may abut the unit to which they are an accessory use.

(5) Accessory Structures. Buildings or structures accessory to individual mobile/manufactured homes are permitted; provided, that the total developed coverage of the space shall not exceed the maximum lot coverage requirements.

Buildings or structures accessory to the mobile/manufactured home park as a whole, and intended for the use of the park occupants, are permitted, provided the building area does not exceed 50 percent of the common open space.

(6) Access and Circulation. The layout and general development plan for major and minor access streets and driveways within the mobile/manufactured home park, together with the location and dimensions of access junctions with existing public streets and rights-of-way, shall be approved by the city engineer.

(a) Right-of-Way. All interior park roads shall be constructed within a right-of-way which shall be sufficient to construct and maintain the roadway plus a provision for utilities, but in no case shall be less than 30 feet in width.

(b) Pavement Width. Park roads shall have a minimum paved width of 30 feet, including the area improved with curbs and gutters. Cul-de-sac turnarounds shall have a minimum paved diameter of 70 feet.

(c) Public/Private Streets. The city engineer shall determine whether the streets within a park shall be public or private. If the streets are to be public they shall be constructed to public street standards.

(d) Roadway Surface. All access roadways and service drives shall be bituminous surfacing or better and at a surface depth classified by the city engineer.

(e) Curbs and Gutters. Rolled curbs and gutters shall be constructed on both sides of all interior park roadways.

(f) External Access Points. External access to the park shall be limited to not more than one driveway from a public street for each 200 feet of frontage.

(7) Parking Requirements. At least two off-street parking spaces, located adjacent to each respective mobile/manufactured home, shall be provided for each such unit and shall be hard surfaced. In addition to occupant parking, guest and service parking shall be provided within the boundaries of the park at a ratio of one parking space for each four mobile/manufactured home lots, and shall be distributed for convenient access to all lots. Guest and service parking and may be provided by a parking lane and/or as a separate parking areas. Clubhouse and community building parking facilities may account for up to 50 percent of this requirement.

~~The front and side yard setbacks for mobile/manufactured home units shall not be calculated for purposes of meeting the minimum parking requirements.~~ All off-street parking spaces shall have a minimum dimension of 10 feet by 20 feet.

(8) Utility Requirements. All mobile/manufactured home parks shall provide permanent electrical, water and sewage disposal connections to each mobile/manufactured home, recreational vehicle, or tiny house with wheels in accordance with applicable state and local rules and regulations. Recreational vehicles or tiny houses with wheels shall include an internal toilet and an internal shower unless the mobile/manufactured home park provides adequate common toilet and shower facilities for the park residents.

All sewage and waste water from toilets, urinals, slop sinks, bathtubs, showers, lavatories, laundries, and all other sanitary fixtures in a park shall be drained into a public sewage collection system.

All water, sewer, electrical and communication service lines shall be underground and shall be approved by the agency or jurisdiction providing the service. Gas shut-off valves, meters and regulators shall not be located beneath mobile/manufactured homes.

(9) Open Space/Recreational Facilities. A minimum of 10 percent of the site shall be set aside and maintained as open space for the recreational use of park occupants. Such space and location shall be accessible and usable by all residents of the park for passive or active recreation. Parking spaces, driveways, access streets and storage areas are not considered to be usable open space.

The percentage requirement may be reduced if substantial and appropriate recreational facilities (such as recreational buildings, swimming pool, or tennis courts) are provided.

The area shall be exclusive of the required perimeter buffer, centrally located, and of such grade and surface to be suitable for active recreation.

(10) Sidewalks/Walkways. The park shall contain pedestrian walkways to and from all service and recreational facilities. Such walkways shall be adequately surfaced and lit. A portion of the roadway surface may be reserved for walkways; provided, that the same are marked and striped; and provided, that the roadway width is widened accordingly. Walkways shall be a minimum width of five feet.

(11) Frontage Improvements. All new mobile/manufactured home parks, and all enlargements or increases in density to an existing mobile/manufactured home park, shall be required to construct frontage improvements to current city standards prior to occupancy.

~~(1112)~~ Lighting. Outdoor lighting shall be provided to adequately illuminate internal streets and pedestrian walkways. Lights shall be sized and directed to avoid adverse impact on adjacent properties.

~~(1213)~~ Storm Drainage. Storm drainage control facilities shall be subject to approval by the city engineer, and shall comply with the city's storm sewer code.

~~(1314)~~ Landscaping/Screening. The park shall provide visual screening and landscaping as required in perimeter setback areas and open space. Landscaping may consist of suitable ground cover, shrubs and trees; provided, that they are installed prior to the first occupancy of the park, and are of such species and size as would normally fulfill a screening function within five years of being planted. Site development shall be sensitive to the preservation of existing vegetation. All trees, flowers, lawns and other landscaping features shall be maintained by the park management in a healthy, growing condition at all times.

The following minimum requirements for landscaping and screening shall apply:

(a) Along the exterior site boundary, a minimum 10-foot-wide screen landscaped to the L1 standards shall be provided (see Chapter 22C.120 MMC, Landscaping and Screening);

(b) Where abutting a major arterial, a minimum 20-foot-wide screen landscaped to the L1 standards shall be provided (see Chapter 22C.120 MMC, Landscaping and Screening); provided, that a minimum 10-foot strip may be considered sufficient when it can be demonstrated that with earth sculpturing and recontouring, or a sight-obscuring fence, the development is buffered sufficiently;

(c) Perimeters of common parking areas shall be landscaped with a minimum five-foot screen landscaped to the L3 standards (see Chapter 22C.120 MMC, Landscaping and Screening);

(d) Bulk storage and parking areas shall be landscaped with a minimum five-foot screen landscaped to the L2 standards (see Chapter 22C.120 MMC, Landscaping and Screening).

~~(1415)~~ Signs. Signs and advertising devices shall be prohibited in a mobile/manufactured home park except:

(a) One identifying sign at each entrance of the park, which may be indirectly lit, but not flashing. Said sign shall comply with Chapter 22C.160 MMC;

(b) Directional and informational signs as allowed pursuant to for the convenience of tenants and the public relative to parking, office, traffic movement, etc., shall comply with MMC Chapter 22C.160 MMC.

~~(1516)~~ Storage.

(a) The owner of a mobile/manufactured home park shall provide, or shall require its tenants to provide, adequate indoor tenant storage facilities which are conveniently located near each mobile/manufactured home lot for the storage of household items and equipment. There shall be no outside storage of such items and equipment.

(b) Bulk storage and parking areas for boats, campers, travel trailers, recreational vehicles, trucks, snowmobiles, motorcycles and other seldom or seasonally used recreational equipment shall be provided within the park. A minimum of 300 square feet of space, exclusive of driveways, shall be provided for every 10 mobile/manufactured homes. Bulk storage and parking areas shall be separated from other parking facilities and shall be provided with some means of security. The requirements of this subsection may be waived by the city when the park developer agrees to prohibit the storage of such items within the park. All bulk storage and parking areas shall be hard surfaced with asphaltic concrete, or crushed gravel, if approved by the city engineer. Crushed gravel bulk storage and parking areas, if approved by the city engineer, shall be surfaced with no less than three inches of crushed gravel and maintained in a dust-free condition.

Section 10. Section 22C.230.150, Standards for existing parks, of MMC Chapter 22C.010, Mobile Home Parks, is hereby amended to read as follows:

22C.230.150 Standards for existing parks.

(1) Mobile/~~manufactured~~ home parks established prior to the effective date of this code shall continue to be governed by all standards relating to density, setbacks, landscaping and off-street parking in effect at the time they were approved. Enlargements or increases in density to an existing mobile/manufactured home park shall be subject to current drainage and frontage improvement standards;

(2) Placement of ~~new accessory structures and replacement~~ mobile homes, manufactured homes, recreational vehicles, tiny houses with wheels, and accessory structures either standard or nonstandard, in these mobile home parks shall be governed by the dimensional standards in effect when the mobile/manufactured home park was parks were approved. Where internal setbacks are not specified, the setback standards outlined in the International Building Code (IBC), International Residential Code (IRC) and the International Fire Code (IFC) shall apply;

(3) Recreational vehicles and tiny houses with wheels utilized as a ~~permanent~~ primary residence are permitted provided subject to the utility requirements set forth in MMC 22C.230.070(8); ~~hook ups are provided and meet current adopted standards for mobile/manufactured home parks;~~

(4) An existing mobile/~~manufactured~~ home park may be enlarged or increased in density; provided, the proposed enlargement or increase in density meets the standards set forth in MMC 22C.230.050 through 22C.230.070;

(5) Insignia mobile homes may be installed in established mobile/manufactured home parks; provided, that all mobile homes supported by piers shall be fully skirted;

(6) The placement of new accessory structures and replacement mobile homes shall comply with Chapter 22E.010 MMC, Critical Areas Management.

Section 11. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

“22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Mobile/Manufactured Home & RV Park Amendments	_____, 2020”

Section 12. 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 13. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 14. 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 _____, 2020.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #25

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
Frontage improvements code amendment	
PREPARED BY:	DIRECTOR APPROVAL:
Angela Gemmer, Senior Planner	KN
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Adopting Ordinance	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

Marysville Municipal Code (MMC) Section 12.02A.090, *Frontage improvements required*, sets forth the development actions which require frontage improvements to be constructed. Frontage improvements are the construction, reconstruction or repair of road improvements along the public street frontage of a property that is being developed. Frontage improvements include, but are not limited to, the construction of curbs, gutters, sidewalks; overlayment of the existing public street to its centerline; and construction of new streets within dedicated, unopened right-of-way.

The language in MMC Section 12.02A.090 is proposed to be amended to better align with how the code has been applied. Specifically, the following amendments to the frontage improvement code are proposed:

- Clarify that frontage improvements are required when new mobile/manufactured home parks are developed, and when an existing mobile/manufactured home park is enlarged or increased in density;
- Align the timing for frontage improvement construction for short plats with the timing required for plats;
- Clarify that frontage improvements are not required for an accessory dwelling unit, but are required if a new house is constructed and an existing house is converted to an accessory dwelling unit; and
- Change 'community development director' references to 'public works director or designee' to be consistent with other references in Chapter 12.02A and to accurately reflect the department which will administer this code.

RECOMMENDED ACTION:

Staff recommends that City Council adopt the Frontage Improvement Code Amendments by Ordinance.

RECOMMENDED MOTION:

I move to adopt the Frontage Improvement Code Amendments by Ordinance, and authorize the mayor to sign said Ordinance.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING
THE CITY'S DEVELOPMENT REGULATIONS AND AMENDING SECTION
12.02A.090 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, the public health, safety, and welfare benefit from the proposed amendments to the City's municipal code; and

WHEREAS, at a public meeting on September 14, 2020 the Marysville City Council reviewed and considered the proposed amendments to MMC Section 12.02A.090; and

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

Section 1. Section 12.02A.090, Frontage improvements required, of MMC Chapter 12.02A, Street Department Code, is hereby amended to read as follows:

12.02A.090 Frontage improvements required.

(1) The term "frontage improvements" as used in this section shall refer to the construction, reconstruction or repair of the following facilities along the full abutting public street frontage of property being developed:

- (a) Curbs, gutters and sidewalks;
- (b) Storm drainage facilities including LID facilities and/or underground facilities;
- (c) Patching the street from its preexisting edge to the new curb line;
- (d) Overlayment of the existing public street to its centerline;
- (e) Construction of new streets within dedicated, unopened right-of-way.

All such frontage improvements shall be constructed to city specifications.

(2) Property owners shall be required to construct frontage improvements along the full abutting public street frontage of property which is developed as provided in subsection (3) of this section; provided, that overlayment of an existing public street to its centerline shall not be required for single-family or duplex development.

(3) Frontage improvements shall be constructed as follows:

- (a) Formal plats: frontage improvements shall be completed prior to recording the final plat, or may be bonded pursuant to provisions of Chapter 22G.090 MMC;
- (b) Short plats: frontage improvements shall be completed prior to recording the final short plat, or may be bonded pursuant to the provisions of Chapter 22G.090 MMC; for frontage abutting all lots prior to the issuance of a building permit for any lot in the short plat;
- (c) Construction of a multifamily dwelling unit, business, commercial or industrial building: frontage improvements shall be completed prior to occupancy of the building;
- (d) Construction of a single-family or duplex dwelling unit: frontage improvements shall be completed prior to occupancy of the structure, provided the following exceptions apply:
 - (i) An existing lot in an existing single-family subdivision, short plat, or binding site plan where the lots are fully developed and frontage improvements were constructed to the standard in effect at the time of final plat recording; or
 - (ii) An existing lot (greater than one acre) where there are no frontage improvements meeting city standards constructed within 200 feet of the lot or identified through approved plats, and development potential exists for future development. At the discretion of the public works director or designee ~~director~~, frontage improvements may be reduced or deferred until the entire parcel is developed.

(iii) Replacement of an existing single-family or duplex unit where there are no frontage improvements constructed within 200 feet of the lot. Frontage improvements may be waived, providing construction of the new dwelling unit is completed within 12 months of the demolition of the existing unit.

(e) The granting of an exception to construct frontage improvements as outlined in subsection (3)(d) of this section does not waive the property owner's requirement to dedicate right-of-way as established in MMC 12.02A.110;

(f) Construction of any additions, alterations or repairs to a residential building that result in an increase in the number of dwelling units as defined in Chapter 22A.020 MMC, or to a business, commercial or industrial building that result in an increase in pedestrian or vehicular traffic within any 12-month period: frontage improvements shall be completed prior to occupancy. Frontage improvements shall not be required for construction of an accessory dwelling unit; provided that, this exception shall not apply when an existing single-family dwelling unit is converted to an accessory dwelling unit, and a new single-family dwelling unit is constructed or placed that would otherwise require frontage improvements as outlined in subsection (3)(d).

(g) Development of a ~~mobile home park or other~~ project requiring a binding site plan: frontage improvements shall be completed prior to occupancy;

(h) Development of a new mobile/manufactured home park, or an enlargement or an increase in density to an existing mobile/manufactured home park: frontage improvements shall be completed prior to occupancy;

(i) ~~h~~ Any change in the occupancy classification of an existing building or structure on the property that results in an increase in pedestrian and/or vehicular traffic within any 12-month period: frontage improvements shall be completed prior to occupancy.

(4) The ~~public works~~ director ~~of community development~~ or designee shall have authority to grant administrative variances from any of the requirements of this section pursuant to MMC 12.02A.120. Such variances shall be conditioned upon the property owner signing a contract providing for the construction of the frontage improvements at a future time. Said contract shall include, but not be limited to, the making of a cash deposit with the city in an amount equal to the estimate of the city engineer of the cost of said improvements, including design cost, plus an administrative overhead fee of 15 percent. No other form of payment or security shall be authorized. In the event the frontage improvements are not constructed by the property owner within five years of the grant of a variance, the cash deposit shall be forfeited to the city. If said frontage improvements are constructed by the property owner at the request of the city within five years of the grant of a variance, said cash deposit shall be refunded to the property owner less the 15 percent overhead fee. Said contract shall be subject to the approval of the city attorney and shall contain such other provisions as are necessary to effectuate the future construction of such frontage improvements. The refusal of a property owner to enter into such agreement or to post a cash amount as specified herein shall be a basis to deny a variance request and shall require the construction of such frontage improvements in accordance with subsections (1) through (4) of this section.

The council authorizes the mayor to review, execute and sign contracts for deferred construction of curbs, gutters and sidewalks pursuant to this chapter.

Any party aggrieved by a decision of the ~~public works~~ director ~~or designee of community development or city engineer~~ may appeal the decision pursuant to MMC 12.02A.120(4).

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. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. 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 _____, 2020.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Update
Index #26

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
Ordinance adjusting closing times for parks and amending other provisions related to the use of parks.	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The municipal code currently provides that parks close at “dusk.” Dusk, however, may be subject to various interpretations and does not provide a specific closing time. By amending the code to provide that parks close thirty minutes after sunset, there will be a specific closing time for parks which permits citizens to enjoy parks during daylight hours regardless of the season. If a person remains in a park when it is closed and thereby commits criminal trespass, the certain closing time will avoid any argument about whether the park was actually closed. Operationally, it is difficult for parks employees to open all parks by 6:30 a.m., the current opening time. Amending the code to provide a 7:00 a.m. opening time will allow more parks to be opened.

Being present in a park when it is closed is trespass, but the municipal code currently has a specific crime for trespass in parks while all other trespasses are treated under the general state law definitions that are adopted by the municipal code. Using the state law definitions provides uniformity in definitions and defenses to criminal trespass and state law also has two degrees of criminal trespass depending on whether the trespassers enters a building. If he does, then it is a more serious crime (a gross misdemeanor instead of a misdemeanor). This change would not only make trespass in a park consistent with criminal trespass in other locations under the municipal code, but would authorize the city to charge a more serious crime if that trespass is in a building.

The park code currently makes camping in a park a civil infraction. This is inconsistent with chapter 7.05 of the municipal code which defines unlawful camping and makes it a crime and creates a potential defense for a person who is “camping” in a park during closed hours that he should only receive a civil infraction as the code provision on camping in a park regards more specific conduct than being in a park during closed hours. It is generally a best practice to avoid inconsistencies in the municipal code that can create different punishments for the same conduct.

RECOMMENDED ACTION: Staff recommends the Council consider adopting the changes to park closing times and criminal trespass

RECOMMENDED MOTION: I move to adopt Ordinance No. _____

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO THE USE OF CITY PARKS, ADJUSTING CLOSING TIMES FOR PARKS, AMENDING A PROVISION REGARDING CRIMINAL TRESPASS AND REPEALING A CAMPING PROVISION THAT ARE INCONSISTENT WITH OTHER SECTIONS OF THE MUNICIPAL CODE.

WHEREAS, the municipal code currently sets the closing time of parks at “dusk”; and

WHEREAS, the meaning of dusk may not provide for a specific and clearly understandable closing time; and

WHEREAS, setting the closing times at thirty minutes after sunset provides a specific time for closure while permitting citizens to enjoy parks during the hours of daylight regardless of the season; and

WHEREAS, operationally opening parks at 6:30 a.m. as now provided in the municipal code is not realistic and setting the opening times of parks at 7:00 a.m. will permit more parks to be open on time; and

WHEREAS, sections 6.82.175 and 6.82.190 of the municipal code create a crime of trespass in a park that is specific to parks and not consistent with section 6.48.010 of the municipal code which adopts the state law definitions, degrees, and defenses for criminal trespass; and

WHEREAS, sections 6.82.085 and 6.82.190 make camping in a park a civil infraction and this is inconsistent with chapter 7.05 of the municipal code which defines and sets penalties for illegal camping; and

WHEREAS, consistency between different sections of the municipal code is important to inform citizens of their duties and rights under the code; and

WHEREAS, public health and safety is enhanced by consistency throughout the municipal code.

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

SECTION 1. Chapter 6.82 of 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. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. 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 _____, 20_____.

CITY OF MARYSVILLE

By _____

JON NEHRING, MAYOR

Attest:

By _____

_____, DEPUTY CITY CLERK

Approved as to form:

By _____

JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

6.82.040 Park hours.

Except as otherwise posted or permitted by the Director, city parks are open to the public from 7:00 a.m. until thirty (30) minutes after sunset, and are closed to the public at all other times.

6.82.085

6.82.175 Trespass in parks – Punishment.

(1) It is criminal trespass if a person knowingly: (a) enters or remains in a park from which he or she has been excluded during the period covered by an exclusion notice pursuant to MMC [6.82.185](#); (b) enters, remains in, or is otherwise present within the premises of a park during hours which the park or portion of the park is not open to the public, unless the person is present within the park with the permission of the director; or (c) enters or remains in any area of a park which has been designated and posted by the director as a closed area, using such postings as “no admittance” or “closed to use” or “no trespassing.”

(2) The provisions of this section do not apply to any duly authorized department of parks and recreation or other city employee in the performance of his or her duties, or other person authorized by law.

6.82.190 Penalty for violations.

(1) A violation of any of the provisions of MMC [6.82.030](#), [6.82.045](#), [6.82.055](#), [6.82.065](#), [6.82.075](#), [6.82.080](#), [6.82.090](#), [6.82.095](#), [6.82.105](#), [6.82.110](#), [6.82.120](#), [6.82.125](#), [6.82.130](#), [6.82.135](#), [6.82.145](#), [6.82.155](#), [6.82.160](#), [6.82.165](#), and [6.82.173](#) constitutes a civil infraction and shall be enforced in accordance with MMC [4.02.040](#). The amount of civil infraction fine shall be assessed in accordance with the schedule provided in MMC [4.02.040](#)(3)(g)(ii) and shall not exceed \$500.00 per violation.

(2) A violation of any of the provisions of MMC [6.82.050](#), [6.82.060](#), [6.82.070](#), [6.82.150](#), and [6.82.170](#), is a misdemeanor, and may be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days or by both such fine and imprisonment.

(3) The penalty for a violation of other sections of this chapter is as provided in those respective sections.

Update
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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14th 2020

AGENDA ITEM: Agreement for Contracted Inmate Housing with South Correctional Entity (SCORE)	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Commander	AGENDA NUMBER:	
ATTACHMENTS: Agreement for Inmate Housing Contract--2021	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 00103 960 544400	AMOUNT:	

This agreement is to continue to contract for 5 guaranteed beds for inmate housing with South Correctional Entity (SCORE). The current agreement will expire on December 31, 2020.

Daily Housing Rates for “Guaranteed Beds” \$128 per day.

Additionally SCORE is including the following: “no new charges”:

- Mental Health—Residential Beds \$159
 - Medical--Acute Beds \$217
 - Mental Health—Acute Beds \$278
 - Booking fee \$35.00 (Waived until 12/31/2021)
- (Definitions included in the agreement)

This is no change from last year’s contract.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the SCORE agreement for jail services.
COUNCIL ACTION:

AMENDMENT TO ORIGINAL INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of SEPTEMBER 14TH, 2020 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF MAKYSVILLE JAIL (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Interlocal Agreement for Inmate Housing between the Parties dated JANUARY 1ST 2020, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. **EXHIBIT A. FEES AND CHARGES AND SERVICES.** Per section 4 (Compensation) of the Original Agreement is hereby amended to include the following:

Daily Housing Rates

General Population – Guaranteed Beds	\$128.00	No. of Beds: <u>5</u>
General Population – Non-Guaranteed Beds	\$184.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

<u>Booking Fee</u>	\$35.00	Waived until Dec. 31, 2021
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

2. **SECTION 1. DEFINITIONS:**

- a. **Commencement and Termination Date.** The bed rates provided for in Exhibit A of this Amendment to Original Agreement shall become effective **January 1, 2021** and shall terminate on DECEMBER 31ST 2021. This Amendment to Original Agreement may be executed in any number of counterparts.
- b. **Member City** means "Owner City" as set forth in the SCORE Public Development Authority Amended and Restated Interlocal Agreement dated December 11, 2019.

3. **RATIFICATION AND CONFIRMATION.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed. IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

SOUTH CORRECTIONAL ENTITY

CITY OF MARYSVILLE
Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

NOTICE ADDRESS:

CITY OF MARYSVILLE
1049 STATE AVE
MARYSVILLE, WA. 98270

Attention: Executive Director Devon Schrum

Email: dschrum@scorejail.org

Telephone: 206-257-6262

Fax: 206-257-6310

Attention: COMMANDER WENDY WADE

Email: WWADE@MARYSVILLEWA.GOV

Telephone: 360-363-8322

Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum

Title: Executive Director

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: WENDY WADE

Title: POLICE COMMANDER